



City of Tacoma  
Tacoma Rail

# **SPECIFICATION NO. TR23-0037F**

## **Alexander Wye & Storage Track Upgrades**

**Project No. RAL-00125**

**CITY OF TACOMA**

**Tacoma Rail**

**REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND  
CONTRACT**

**FOR**

**SPECIFICATION NO.  
TR23-0037F**

**Alexander Wye & Storage Track Upgrades**

**PROJECT NO. RAL-00125**



Chris N. Storey, P.E.  
Building  
Engineering Division  
Public Works Department

Room 544, Tacoma Municipal  
Tacoma, Washington 98421-2711

SPECIFICATION NO. TR23-0037F

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City of Tacoma  
Tacoma Rail

REQUEST FOR BIDS TR23-0037F  
Alexander Wye & Storage Track Upgrades

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, Tuesday, May 2, 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](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. 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](mailto: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. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

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

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

**Project Scope:** This project is primarily comprised of select tie replacement, select switch tie replacement, rail relay with pandrol plates, and replacement of four switches along Alexander Avenue.

**Estimate:** \$851,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code 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 Sara Bird, Senior Buyer by email to [sbird@cityoftacoma.org](mailto:sbird@cityoftacoma.org).

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



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



## **SPECIAL REMINDER TO ALL BIDDERS**

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

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

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

1. **BID PROPOSAL**: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE**: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND**: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION**: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **STATEMENT OF QUALIFICATIONS**: The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the Engineer to determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the Contract.
7. **Equity in Contracting Program (EIC)**  
**[Tacoma Municipal Code section 1.07](#)**  
There is no EIC requirement on this solicitation. However, the City of Tacoma is committed to equality in contracting for under-utilized minority and women-owned businesses and we encourage you to locate these firms here **[Office of Minority & Women Owned Businesses \(<https://omwbe.wa.gov>\)](#)**. Please visit the **[EIC website](#)** (**[https://www.cityoftacoma.org/government/city\\_departments/community\\_and\\_economic\\_development/equity\\_in\\_contracting](https://www.cityoftacoma.org/government/city_departments/community_and_economic_development/equity_in_contracting)**) for more information.

**POST AWARD FORMS EXECUTED UPON AWARD:**

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

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

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

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

LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.
2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

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

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

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

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

**I. STATE OF WASHINGTON**

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

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

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

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

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

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

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

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

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

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

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

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

### **C. SUBCONTRACTOR RESPONSIBILITY**

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

## **II. CITY OF TACOMA**

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

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

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

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

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

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

## **B. ADDITIONAL SUPPLEMENTAL CRITERIA**

In addition to the State and City bidder responsibility criteria above, the bidder must also comply with the following supplemental criteria contained in Section 1-02.1 of the special provisions and as described on the Statement of Qualifications form.

## **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](mailto: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. TR23-0037F

Alexander Wye & Storage Track Upgrades

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. RAL-00125 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.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 8-30	COVID 19 Health and Safety Plan	1 Lump Sum	Lump Sum	\$ _____
2. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
3. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
4. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
5. 8-31	Project Surveying	1 Lump Sum	Lump Sum	\$ _____
6. 8-31	Remove and Replace Rail	820 Track Feet	\$ _____	\$ _____
7. 8-31	Select Cross Tie Replacement	360 Each	\$ _____	\$ _____
8. 8-31	Select SwitchTie Replacement	30 Each	\$ _____	\$ _____

Contractor's Name: \_\_\_\_\_  
Specification No. TR23-0037F



<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. 8-31	Raise, Surface, Line and Dress	2650 Track Feet	\$ _____	\$ _____
10. 8-31	#4 Ballast Incl. Haul	1200 Ton	\$ _____	\$ _____
11. 8-31	Excavation, Including Disposal & Haul	765 Ton	\$ _____	\$ _____
12. 8-31	Remove and Install 115 RE, #9 Turnout	3 Each	\$ _____	\$ _____
13. 8-31	Remove and Install 115 RE, #7 Turnout	1 Each	\$ _____	\$ _____
14. 8-31	Install Asphalt Crossing	1 Each	\$ _____	\$ _____
15. 8-31	Pandrol Plat Installation	175 Track Feet	\$ _____	\$ _____
16. 8-31	Steel Recycle Recovery	EST	Estimated	\$ <u>-10,000</u>
17.	Inlet Protection	8 Each	\$ _____	\$ _____

**Subtotal Items Nos. 1 – 17** \$ \_\_\_\_\_

10.3% Sales Tax (Items Nos. 1 - 17) \$ \_\_\_\_\_

Force Account \$ 30,000

**Base Bid (Subtotal Items Nos. 1 - 17, plus force account, plus Tax)** \$ \_\_\_\_\_

Contractor's Name: \_\_\_\_\_  
Specification No. TR23-0037F

## SIGNATURE PAGE

### **CITY OF TACOMA TACOMA RAIL**

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. TR23-0037F Alexander Wye & Storage Track Upgrades**

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

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

#### **Non-Collusion Declaration**

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

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

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

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

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

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

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

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

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

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

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

\_\_\_\_\_



City of Tacoma

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## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**April 18, 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

## STATEMENT OF QUALIFICATIONS FOR RAIL CONTRACTORS

This form shall be completed in its entirety and submitted with the bid. **Failure to submit and meet the requirements as stated in Section 1-02.1 of the Special Provisions may be grounds for rejection of the bid.**

**The City of Tacoma will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.**

The successful contractor shall have completed at least five self-performed projects of similar scope and purpose within the past three years. The site supervisor in charge of the rail construction and rail road flagging shall also have at least three years of railroad construction experience. Complete the project experience summary below and identify the on-site supervisors, one or more of which will be assigned to the project.

**Contractor:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

**Project Experience**

**#1 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

**#2 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

Bidder Name: \_\_\_\_\_  
Specification No. TR23-0037F

**#3 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

**#4 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

**#5 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

## STATEMENT OF QUALIFICATIONS FOR RAIL CONTRACTORS

**On-Site Supervisor for Rail Construction and Railroad Flagging:**

The on-site supervisor shall have at least three years of railroad construction experience.  
Provide the name of the project on-site supervisor.

**On-Site Supervisor:** \_\_\_\_\_ **Years employed by contractor:** \_\_\_\_\_

**#1 Project Name/Date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

\_\_\_\_\_

**Completion Date:** \_\_\_\_\_

**#2 Project Name/Date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

\_\_\_\_\_

**Completion Date:** \_\_\_\_\_

**Alternate On-Site Supervisor** \_\_\_\_\_ **Years employed by contractor:** \_\_\_\_\_

**#1 Project Name/Date:** \_\_\_\_\_

**Owner:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_

**Description of Work:** \_\_\_\_\_

\_\_\_\_\_

**Completion Date:** \_\_\_\_\_



# 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

**0%**

Women Business  
Enterprise Requirement

**0%**

Small Business Enterprise  
Requirement

**0%**

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

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

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

CCD/SBE: RAL-00125

Date of Record: 04/04/2023

Project Spec#: TR23-0037F

Project Title: Alexander Wye and Storage Track Upgrades

\*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](http://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](mailto: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

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



## 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: \_\_\_\_\_

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: \_\_\_\_\_



## GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for \_\_\_\_\_  
Project / Spec. #  
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 "2023 Standard  
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for  
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State  
7 Department of Transportation (WSDOT). State Standard Specifications are available  
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may  
9 be downloaded, free of charge, from this location on the WSDOT home page:  
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>  
11

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

20 The project-specific Special Provisions are not labeled as such. The GSPs are  
21 labeled under the headers of each GSP, with the effective date of the GSP and  
22 its source. For example:  
23

24 ***(March 8, 2013 APWA GSP)***  
25 ***(April 1, 2013 WSDOT GSP)***  
26 ***(May 1, 2013 Tacoma Rail)***  
27

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

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

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

34 **DESCRIPTION**  
35

36 This project is primarily comprised of select tie replacement, select switch tie  
37 replacement, rail relay with pandrol plates, and replacement of four switches along  
38 Alexander Avenue.

1 **1-01 DEFINITIONS AND TERMS**

2  
3 **1-01.3 Definitions**  
4 **(January 19, 2022 APWA GSP)**

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

8  
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

26 ***Physical Completion Date***

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

30 ***Completion Date***

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

35 ***Final Acceptance Date***

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

37  
38 Supplement this Section with the following:

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

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

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

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

8 **Additive**

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

13 **Alternate**

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

18 **Business Day**

19 A business day is any day from Monday through Friday except holidays as listed in  
20 Section 1-08.5.  
21

22 **Contract Bond**

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

27 **Contract Documents**

28 See definition for "Contract".  
29

30 **Contract Time**

31 The period of time established by the terms and conditions of the Contract within  
32 which the Work must be physically completed.  
33

34 **Notice of Award**

35 The written notice from the Contracting Agency to the successful Bidder signifying  
36 the Contracting Agency's acceptance of the Bid Proposal.  
37

38 **Notice to Proceed**

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

43 **Traffic**

44 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs,  
45 and equestrian traffic.  
46

47 *This section is supplemented with the following:*  
48 **(April 15, 2020 Tacoma GSP)**  
49

50 All references to the acronym UDBE" shall be revised to read "DBE/EIC".  
51

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

3  
4 **Base Bid**

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

8  
9 **Calendar Day**

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

12  
13 **Change Order**

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

18  
19 **Day**

20 Unless otherwise specified, a calendar day.

21  
22 **Deductive**

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

26  
27 **Grand Total Price**

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

30  
31 **Standard Specifications**

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

34  
35  
36 **END OF SECTION**  
37  
38

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

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

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

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

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

12  
13 *Add the following new section:*

14  
15 **1-02.1(1) Supplemental Qualifications Criteria**  
16 **(March 25, 2009 Tacoma GSP)**

17  
18 In addition, the Contracting Agency has established Contracting Agency-specific and/or  
19 project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for  
20 determining Bidder responsibility, including the basis for evaluation and the deadline for  
21 appealing a determination that a Bidder is not responsible. These criteria are contained  
22 in the Section 1-02.14.

23  
24 **1-02.2 Plans and Specifications**  
25 **(June 27, 2011 APWA GSP)**

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

27  
28 Information as to where Bid Documents can be obtained or reviewed can be found in the  
29 Call for Bids (Advertisement for Bids) for the work.

30  
31 After award of the contract, plans and specifications will be issued to the Contractor at  
32 no cost as detailed below:

33

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.

34  
35 Additional plans and Contract Provisions may be obtained by the Contractor from the  
36 source stated in the Call for Bids, at the Contractor's own expense.

1 **1-02.4(1) General**

2 **(January 19, 2022 APWA GSP Option B)**

3 *The first sentence of the ninth paragraph, beginning with “Any prospective Bidder*  
4 *desiring...”, is revised to read:*

5  
6 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,  
7 shall request the explanation or interpretation in writing by close of business 6 business  
8 days preceding the bid opening to allow a written reply to reach all prospective Bidders  
9 before the submission of their Bids.

10  
11 **1-02.5 Proposal Forms**

12 **(July 31, 2017 APWA GSP)**

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

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

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

30  
31 **1-02.6 Preparation of Proposal**

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

33  
34 *Supplement the second paragraph with the following:*

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

39  
40 *Delete the last two paragraphs, and replace them with the following:*

41  
42 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any  
43 Subcontractor to perform those items of work.

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

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

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

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

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

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

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

20  
21 **1-02.7 Bid Deposit**  
22 **(March 1, 2021 Tacoma GSP)**

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

24  
25 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit  
26 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any  
27 proposal bond shall be on the Contracting Agency's form and shall be signed by the  
28 Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify  
29 the minimum 5 percent required. The Surety shall: (1) be registered with the Washington  
30 State Insurance Commissioner, and (2) appear on the current Authorized Insurance List  
31 in the State of Washington published by the Office of the Insurance Commissioner.

32  
33 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid  
34 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

35  
36 If submitting your bid electronically, a scanned version of the original bid bond or  
37 cashier's check shall accompany your electronic bid submittal. The original bid bond or  
38 cashier's check shall be sent to the Contracting Agency and received by the Contracting  
39 Agency within 7 calendar days of the bid opening or the bidder may be deemed non-  
40 responsive.

41  
42 **Original bid bonds or cashier's check will be delivered to:**

43 City of Tacoma Procurement & Payables Division  
44 Tacoma Public Utilities  
45 P.O. Box 11007  
46 Tacoma, WA 98411-0007

47  
48 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.  
49

1 **1-02.9 Delivery of Proposal**

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

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

5  
6 Each Proposal shall be submitted electronically via email to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), with  
7 the Project Name and Project Number as stated in the Call for Bids or as otherwise  
8 required in the Bid Documents, to ensure proper handling and delivery.

9  
10 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance  
11 with Wage Payment Statutes" document where the Bidder under penalty of perjury  
12 verifies that the Bidder is in compliance with responsible bidder criteria in RCW  
13 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of  
14 Compliance with Wage Payment Statutes" document shall be received with the Bid  
15 Proposal.

16  
17 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
18 **(March 1, 2021 Tacoma GSP)**

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

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

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

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

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

34 **1-02.12 Public Opening of Proposals**  
35 **(March 1, 2021 Tacoma GSP)**

36  
37 Proposals will be opened and publicly read via webcast at the time indicated in the call  
38 for Bids unless the Bid opening has been delayed or canceled.

39  
40 This public bid opening will be held via webinar. Please use the link below or on the  
41 Request for Bids page to join the webinar:

42  
43 Link to [Bid Opening](#)

44  
45 Preliminary and final bid results are posted at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).



1 **1-02.13 Irregular Proposals**

2 **(June 20, 2017 APWA GSP)**

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

- 4
- 5 1. A Proposal will be considered irregular and will be rejected if:
- 6 a. The Bidder is not prequalified when so required;
- 7 b. The authorized Proposal form furnished by the Contracting Agency is not
- 8 used or is altered;
- 9 c. The completed Proposal form contains any unauthorized additions,
- 10 deletions, alternate Bids, or conditions;
- 11 d. The Bidder adds provisions reserving the right to reject or accept the
- 12 award, or enter into the Contract;
- 13 e. A price per unit cannot be determined from the Bid Proposal;
- 14 f. The Proposal form is not properly executed;
- 15 g. The Bidder fails to submit or properly complete a Subcontractor list, if
- 16 applicable, as required in Section 1-02.6;
- 17 h. The Bidder fails to submit or properly complete an Underutilized
- 18 Disadvantaged Business Enterprise Certification, if applicable, as
- 19 required in Section 1-02.6;
- 20 i. The Bidder fails to submit written confirmation from each UDBE firm listed
- 21 on the Bidder's completed UDBE Utilization Certification that they are in
- 22 agreement with the bidder's UDBE participation commitment, if
- 23 applicable, as required in Section 1-02.6, or if the written confirmation that
- 24 is submitted fails to meet the requirements of the Special Provisions;
- 25 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if
- 26 applicable, as required in Section 1-02.6, or if the documentation that is
- 27 submitted fails to demonstrate that a Good Faith Effort to meet the
- 28 Condition of Award was made;
- 29 k. The Bid Proposal does not constitute a definite and unqualified offer to
- 30 meet the material terms of the Bid invitation; or
- 31 l. More than one Proposal is submitted for the same project from a Bidder
- 32 under the same or different names.
- 33 2. A Proposal may be considered irregular and may be rejected if:
- 34 a. The Proposal does not include a unit price for every Bid item;
- 35 b. Any of the unit prices are excessively unbalanced (either above or below
- 36 the amount of a reasonable Bid) to the potential detriment of the
- 37 Contracting Agency;
- 38 c. Receipt of Addenda is not acknowledged;
- 39 d. A member of a joint venture or partnership and the joint venture or
- 40 partnership submit Proposals for the same project (in such an instance,
- 41 both Bids may be rejected); or
- 42 e. If Proposal form entries are not made in ink.
- 43

44 **1-02.14 Disqualification of Bidders**

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

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

47

48 A Bidder will be deemed not responsible if:

- 49 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
- 50 39.04.350(1), as amended; or

2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency; or
10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in the Statement of Qualifications for Rail Subcontract
  - The Contractor shall submit a project experience reference list to the Engineer for approval verifying the successful completion by the Contractor of three railroad track construction projects of similar or larger size as that shown on the plans. The list of projects shall only include projects in which the Contractor self-performed track construction either as a prime or as a subcontractor on the project. A brief description of each project and the owner's contact name and current phone number shall be included for each project listed.
  - The Contractor shall submit a list identifying the on-site supervisors assigned to the project for the Engineer's approval. The list shall contain a detailed summary of each individual's experience showing a minimum of three years of railroad construction experience and shall include direct supervisory responsibility for the on-site construction operations. Or
11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

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

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

19  
20 **1-02.15 Pre Award Information**  
21 **(August 14, 2013 APWA GSP)**

22  
23 *Revise this section to read:*

24  
25 Before awarding any contract, the Contracting Agency may require one or more of these  
26 items or actions of the apparent lowest responsible bidder:

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

38  
39  
40 **END OF SECTION**  
41

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

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

5 *Revise the first paragraph to read:*

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

18  
19 **1-03.1(1) Identical Bid Totals**  
20 **(January 4, 2016 APWA GSP)**

21 *Revise this section to read:*

22  
23 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then  
24 the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the  
25 highest percentage of recycled materials in the Project, per the form submitted with the  
26 Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be  
27 determined by drawing as follows: Two or more slips of paper will be marked as follows:  
28 one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to  
29 make the marking unseen. The slips will be placed inside a box. One authorized  
30 representative of each Bidder shall draw a slip from the box. Bidders shall draw in  
31 alphabetic order by the name of the firm as registered with the Washington State  
32 Department of Licensing. The slips shall be unfolded and the firm with the slip marked  
33 "Winner" will be determined to be the successful Bidder and eligible for Award of the  
34 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest  
35 responsive Bid, and with a proposed recycled materials percentage that is exactly equal  
36 to the highest proposed recycled materials amount, are eligible to draw.

37  
38 **1-03.2 Award of Contract**  
39 **(March 27, 2003 Tacoma GSP)**

40  
41 All references to 45 calendar days shall be revised to read 60 calendar days.

42  
43 **1-03.3 Execution of Contract**  
44 **(October 1, 2005 APWA GSP)**

45 *Revise this section to read:*

46  
47 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
48 available for signature by the successful bidder on the first business day following  
49 award. The number of copies to be executed by the Contractor will be determined by the  
50 Contracting Agency.

1 Within 10 calendar days after the award date, the successful bidder shall return the  
2 signed Contracting Agency-prepared contract, an insurance certification as required by  
3 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before  
4 execution of the contract by the Contracting Agency, the successful bidder shall provide  
5 any pre-award information the Contracting Agency may require under Section 1-02.15.  
6

7 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
8 Agency nor shall any work begin within the project limits or within Contracting Agency-  
9 furnished sites. The Contractor shall bear all risks for any work begun outside such  
10 areas and for any materials ordered before the contract is executed by the Contracting  
11 Agency.  
12

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

19 **1-03.4 Contract Bond**  
20 **(July 23, 2015 APWA GSP)**

21 *Delete the first paragraph and replace it with the following:*  
22

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

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

1 the authority of the individual signing the bond(s) to bind the corporation (i.e.,  
2 corporate resolution, power of attorney, or a letter to such effect signed by the  
3 president or vice president).  
4

5 *Add the following new section:*  
6

7 **1-03.5 Failure to Execute Contract**

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

9 *The first sentence is revised to read:*  
10

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

17  
18 **END OF SECTION**  
19

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

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

6 *Revise the second paragraph to read:*

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

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

18  
19  
20  
21 **END OF SECTION**  
22  
23

1 **1-05 CONTROL OF WORK**

2  
3 **1-05.3 Working Drawings**  
4 **(January 13, 2011 Tacoma GSP)**

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

6  
7 **1-05.3 Submittals**

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

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

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

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

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

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

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

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

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

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

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

47  
48 Each submittal shall have a unique number assigned to it, and the transmittals shall be  
49 sequentially numbered. The numbering of resubmittals shall meet the requirements of



1 Section 1-05.3(4). On each page, indicate the page number, and total number of pages  
2 in each submittal.

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

7  
8 Each submittal should be transmitted with the "Submittal Transmittal Form" found at the  
9 end of this section. Upon request, an electronic copy of the Submittal Transmittal Form  
10 will be made available to the Contractor.

11  
12 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the  
13 following information on each submittal, in a clear space on the front of the submittal:

- 14
- 15 • Project Name: Alexander Wye & Storage Track Upgrades
- 16 • Project Specification Number: TR23-0037F
- 17 • Project No. RAL-00125
- 18 • Submittal Date
- 19 • Description of Submittal
- 20 • Sequential, unique submittal number.
- 21 • Related Specification Section and/or plan sheet
- 22 • The following statement: "This document has been detail-checked for accuracy of  
23 content and for compliance with the Contract documents. The information  
24 contained herein has been fully coordinated with all involved Subcontractors."
- 25 • Printed or typed name and signature of Contractor.
- 26

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

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

36  
37 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in  
38 submittals from requirements of the Contract documents.

39  
40 The City shall not be responsible for delays in reviewing submittals not submitted in  
41 accordance with these specifications.

### 42 43 **1-05.3(3) Engineer's Review of Submittals**

44  
45 The Engineer's review of drawings and data submitted by the Contractor will cover only  
46 general conformity with the Contract drawings and specifications. The Engineer's review  
47 of submittals shall not relieve the Contractor from responsibility for errors, omissions,  
48 deviations, or responsibility for compliance with the Contract documents.

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

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

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

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

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

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

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

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

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

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
4-04	Crushed Surfacing Top Course
4-04	Crushed Surfacing Base Course
5-04	Asphalt Mix Design Certification
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

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

*Add the following two new sub-sections:*

##### **(April 1, 2013, WSDOT GSP)**

##### ***Contractor Surveying – Roadway***

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

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

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

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

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

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

1. Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.
2. Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.
3. Establish clearing limits, placing stakes 1 at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.
4. Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.
5. Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

6. Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.
7. Establish intermediate elevation benchmarks as needed to check work throughout the project.
8. Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.
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, and signing) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
10. Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Project Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

	Vertical	Horizontal
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)

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

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

"Roadway Surveying", lump sum.

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

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

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

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

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

- 1        3. A sufficient number of bench marks for levels to enable the Contractor to set  
2        grades at reasonably short distances.  
3        4. Monuments and control points as shown in the Plans.  
4

5        The Contractor shall establish all secondary survey controls, both horizontal and vertical,  
6        as necessary to assure proper placement of all project elements based on the primary  
7        control points provided by the Engineer. Survey work shall be within the following  
8        tolerances:

9        Stationing	+ .01 foot
10       Alignment	+ .01 foot (between successive points)
11       Superstructure Elevations	+ .01 foot (from plan elevations)
12       Substructure Elevations	+ .05 foot (from plan elevations)

13  
14       During the progress of the work, the Contractor shall make available to the Engineer all  
15       field books including survey information, footing elevations, cross sections and  
16       quantities.  
17

18       The Contractor shall be fully responsible for the close coordination of field locations and  
19       measurements with appropriate dimensions of structural members being fabricated.  
20

21       **1-05.7 Removal of Defective and Unauthorized Work**  
22       **(October 1, 2005 APWA GSP)**

23       *Supplement this section with the following:*  
24

25       If the Contractor fails to remedy defective or unauthorized work within the time specified  
26       in a written notice from the Engineer, or fails to perform any part of the work required by  
27       the Contract Documents, the Engineer may correct and remedy such work as may be  
28       identified in the written notice, with Contracting Agency forces or by such other means  
29       as the Contracting Agency may deem necessary.  
30

31       If the Contractor fails to comply with a written order to remedy what the Engineer  
32       determines to be an emergency situation, the Engineer may have the defective and  
33       unauthorized work corrected immediately, have the rejected work removed and  
34       replaced, or have work the Contractor refuses to perform completed by using  
35       Contracting Agency or other forces. An emergency situation is any situation when, in the  
36       opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause  
37       serious risk of loss or damage to the public.  
38

39       Direct or indirect costs incurred by the Contracting Agency attributable to correcting and  
40       remedying defective or unauthorized work, or work the Contractor failed or refused to  
41       perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from  
42       monies due, or to become due, the Contractor. Such direct and indirect costs shall  
43       include in particular, but without limitation, compensation for additional professional  
44       services required, and costs for repair and replacement of work of others destroyed or  
45       damaged by correction, removal, or replacement of the Contractor's unauthorized work.  
46

47       No adjustment in Contract time or compensation will be allowed because of the delay in  
48       the performance of the work attributable to the exercise of the Contracting Agency's  
49       rights provided by this Section.  
50

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

#### 4 **1-05.11 Final Inspection**

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

#### 6 **1-05.11 Final Inspections and Operational Testing** 7 **(October 1, 2005 APWA GSP)**

##### 8 **1-05.11(1) Substantial Completion Date**

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

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

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

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

##### 30 **1-05.11(2) Final Inspection and Physical Completion Date**

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

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

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

8  
9 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
10 Contracting Agency, in writing, of the date upon which the work was considered  
11 physically complete. That date shall constitute the Physical Completion Date of the  
12 Contract, but shall not imply acceptance of the work or that all the obligations of the  
13 Contractor under the contract have been fulfilled.

### 14 15 **1-05.11(3) Operational Testing**

16  
17 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
18 complete and operable system. Therefore when the work involves the installation of  
19 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
20 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
21 Engineer to have the Contractor operate and test the work for a period of time after final  
22 inspection but prior to the physical completion date. Whenever items of work are listed in  
23 the Contract Provisions for operational testing they shall be fully tested under operating  
24 conditions for the time period specified to ensure their acceptability prior to the Physical  
25 Completion Date. During and following the test period, the Contractor shall correct any  
26 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
27 class operating condition. Equipment, electrical controls, meters, or other devices and  
28 equipment to be tested during this period shall be tested under the observation of the  
29 Engineer, so that the Engineer may determine their suitability for the purpose for which  
30 they were installed. The Physical Completion Date cannot be established until testing  
31 and corrections have been completed to the satisfaction of the Engineer.

32  
33 The costs for power, gas, labor, material, supplies, and everything else needed to  
34 successfully complete operational testing, shall be included in the unit Contract prices  
35 related to the system being tested, unless specifically set forth otherwise in the proposal.

36  
37 Operational and test periods, when required by the Engineer, shall not affect a  
38 manufacturer's guaranties or warranties furnished under the terms of the Contract.

39  
40 *Add the following new section:*

### 41 42 **1-05.12(1) One-Year Guarantee Period** 43 **(March 8, 2013 APWA GSP)**

44  
45 The Contractor shall return to the project and repair or replace all defects in  
46 workmanship and material discovered within one year after Final Acceptance of the  
47 Work. The Contractor shall start work to remedy any such defects within 7 calendar  
48 days of receiving Contracting Agency's written notice of a defect, and shall complete  
49 such work within the time stated in the Contracting Agency's notice. In case of an  
50 emergency, where damage may result from delay or where loss of services may result,  
51 such corrections may be made by the Contracting Agency's own forces or another



1 Contractor, in which case the cost of corrections shall be paid by the Contractor. In the  
2 event the Contractor does not accomplish corrections within the time specified, the work  
3 will be otherwise accomplished and the cost of same shall be paid by the Contractor.  
4

5 When corrections of defects are made, the Contractor shall then be responsible for  
6 correcting all defects in workmanship and materials in the corrected work for one year  
7 after acceptance of the corrections by Contracting Agency.  
8

9 This guarantee is supplemental to and does not limit or affect the requirements that the  
10 Contractor's work comply with the requirements of the Contract or any other legal rights  
11 or remedies of the Contracting Agency.  
12

13 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
14 **(August 14, 2013 APWA GSP)**  
15

16 *Delete the sixth and seventh paragraphs of this section.*  
17

18 **1-05.15 Method of Serving Notices**  
19 **(March 25, 2009 APWA GSP)**  
20

21 *Revise the second paragraph to read:*

22 All correspondence from the Contractor shall be directed to the Project Engineer. All  
23 correspondence from the Contractor constituting any notification, notice of protest, notice  
24 of dispute, or other correspondence constituting notification required to be furnished  
25 under the Contract, must be in paper format, hand delivered or sent via mail delivery  
26 service to the Project Engineer's office. Electronic copies such as e-mails or  
27 electronically delivered copies of correspondence will not constitute such notice and will  
28 not comply with the requirements of the Contract.  
29

30 *Add the following new section:*  
31

32 **1-05.16 Water and Power**  
33 **(October 1, 2005 APWA GSP)**  
34

35 The Contractor shall make necessary arrangements, and shall bear the costs for power  
36 and water necessary for the performance of the work, unless the Contract includes  
37 power and water as a pay item.  
38  
39  
40

**SUBMITTAL TRANSMITTAL FORM**

Alexander Wye & Storage Track Upgrades  
Project Number RAL-00125  
Specification No. TR23-0037F

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  
2 **1-06 CONTROL OF MATERIAL**  
3

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

6 *The first sentence is revised to read:*  
7

8 All materials and equipment shall be submitted for review in accordance with section 1-  
9 05.3 of these special provisions.

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

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

- 15  
16 1. Shall be new, unless the Special Provisions or Standard Specifications permit  
17 otherwise;  
18  
19 2. Shall meet the requirements of the Contract and be approved by the Engineer;  
20  
21 3. May be inspected or tested at any time during their preparation and use; and  
22  
23 4. Shall not be used in the Work if they become unfit after being previously  
24 approved.  
25

26 **1-06.1(1) Qualified Products List (QPL)**

27 *This section is revised in its entirety to read:*  
28

29 QPL's are not accepted by the City.  
30

31 **1-06.1(2) Request for Approval of Material (RAM)**

32 *This section is deleted in its entirety.*  
33

34 **1-06.6 Recycled Materials**  
35 **(January 4, 2016 APWA GSP)**  
36

37 *Delete this section, including its subsections, and replace it with the following:*  
38

39 The Contractor shall make their best effort to utilize recycled materials in the  
40 construction of the project. Approval of such material use shall be as detailed elsewhere  
41 in the Standard Specifications.  
42

43 Prior to Physical Completion the Contractor shall report the quantity of recycled  
44 materials that were utilized in the construction of the project for each of the items listed  
45 in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete  
46 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.  
47 utilization of on-site material and aggregates from concrete returned to the supplier).  
48 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials  
49 Reporting.  
50

51 **END OF SECTION**

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

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

5 *Supplement this section with the following:*

6  
7 In cases of conflict between different safety regulations, the more stringent regulation  
8 shall apply.  
9

10 The Washington State Department of Labor and Industries shall be the sole and  
11 paramount administrative agency responsible for the administration of the provisions of  
12 the Washington Industrial Safety and Health Act of 1973 (WISHA).  
13

14 The Contractor shall maintain at the project site office, or other well known place at the  
15 project site, all articles necessary for providing first aid to the injured. The Contractor  
16 shall establish, publish, and make known to all employees, procedures for ensuring  
17 immediate removal to a hospital, or doctor's care, persons, including employees, who  
18 may have been injured on the project site. Employees should not be permitted to work  
19 on the project site before the Contractor has established and made known procedures  
20 for removal of injured persons to a hospital or a doctor's care.  
21

22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of  
23 the Contractor's plant, appliances, and methods, and for any damage or injury resulting  
24 from their failure, or improper maintenance, use, or operation. The Contractor shall be  
25 solely and completely responsible for the conditions of the project site, including safety  
26 for all persons and property in the performance of the work. This requirement shall  
27 apply continuously, and not be limited to normal working hours. The required or implied  
28 duty of the Engineer to conduct construction review of the Contractor's performance  
29 does not, and shall not, be intended to include review and adequacy of the Contractor's  
30 safety measures in, on, or near the project site.  
31

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

34 *Supplement this section with the following:*

35  
36 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in  
37 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications  
38 for Road, Bridge, and Municipal Construction.  
39

40 **1-07.9 Wages**

41  
42 **1-07.9(5) Required Documents**  
43 **(March 1, 2004 Tacoma GSP)**

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

45  
46 Weekly certified payrolls shall be submitted for the Contractor and all lower tier  
47 subcontractors or agents.  
48  
49  
50  
51

1 *This section is supplemented with the following:*

2  
3 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit  
4 dollar amount paid to each employee for each employee classification.

5  
6 Where fringe benefits are paid into approved plans, funds, or programs, the amount of  
7 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified  
8 Payroll Affirmation form.

9  
10 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**  
11 **(February 9, 2011 Tacoma GSP)**

12 *This section is revised to read:*

13  
14 The Contractor shall prepare a project-specific spill prevention, control, and  
15 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The  
16 Contractor shall submit the plan to the Project Engineer no later than the date of the  
17 preconstruction conference. No on-site construction activities may commence until the  
18 Contracting Agency accepts an SPCC Plan for the project.

19  
20 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and  
21 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures  
22 Manual (M 31-11). Occupational safety and health requirements that may pertain to  
23 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC  
24 296-843.

25  
26 **Implementation Requirements**

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

33  
34 If hazardous materials are encountered or spilled during construction, the Contractor  
35 shall do everything possible to control and contain the material until appropriate  
36 measures can be taken. The Contractor shall supply and maintain spill response kits of  
37 appropriate size within close proximity to hazardous materials and equipment.

38  
39 The Contractor shall implement the spill prevention measures identified in the SPCC  
40 Plan before performing any of the following:

- 41  
42 1. Placing materials or equipment in staging or storage areas.  
43  
44 2. Refueling, washing, or maintaining equipment.  
45  
46 3. Stockpiling contaminated materials.  
47

48 **SPCC Plan Element Requirements**

49 The SPCC Plan shall set forth the following information in the following order:  
50  
51

1. Responsible Personnel  
Identify the name(s), title(s), and contact information, including a 24/7 emergency contact number, for the personnel responsible for implementing and updating the plan, including all spill responders.
2. Spill Reporting  
List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill. The City of Tacoma contact will be the Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.
3. Project and Site Information  
Describe the following items:
  - A. The project Work.
  - B. The site location and boundaries.
  - C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
  - D. Nearby waterways and sensitive areas and their distances from the site.
4. Potential Spill Sources  
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
  - A. Name of material and its intended use.
  - B. Estimated maximum amount on-site at any one time.
  - C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
  - D. Decontamination location and procedure for equipment that comes into contact with the material.
  - E. Disposal procedures.
  - F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.
5. Pre-Existing Contamination  
Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract documents. Identify equipment and work practices that will be used to prevent the release of contamination.
6. Spill Prevention and Response Training  
Describe how and when all personnel (including refueling Contractors and Subcontractors) will be trained in spill prevention, containment, and response in accordance with the Plan. Describe how and when all spill responders will be trained in accordance with WAC 296-824.
7. Spill Prevention  
Describe the following items:
  - A. Spill response kit contents and location(s).
  - B. Security measures for potential spill sources.

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

8. Spill Response

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

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

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

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

9. Project Site Map

Provide a map showing the following items:

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

1        10.     Spill Report Forms

2            Provide a copy of the spill report form(s) that the Contractor will use in the event  
3            of a release or spill.  
4

5        **Payment**

6        Payment will be made in accordance with Section 1-04.1 for the following Bid item when  
7        it is included in the Proposal:  
8

9            "SPCC Plan," lump sum.  
10

11        When the written SPCC Plan is accepted by the Contracting Agency, the Contractor  
12        shall receive 50-percent of the lump sum Contract price for the plan.  
13

14        The remaining 50-percent of the lump sum price will be paid after the materials and  
15        equipment called for in the plan are mobilized to the project.  
16

17        The lump sum payment for "SPCC Plan" shall be full pay for:  
18

- 19            1. All costs associated with creating the accepted SPCC Plan.
- 20            2. All costs associated with providing and maintaining the on-site spill prevention
- 21            equipment described in the accepted SPCC Plan.
- 22            3. All costs associated with providing and maintaining the on-site standby spill
- 23            response equipment and materials described in the accepted SPCC Plan.
- 24            4. All costs associated with implementing the spill prevention measures identified in
- 25            the accepted SPCC Plan.
- 26            5. All costs associated with updating the SPCC Plan as required by this
- 27            Specification.
- 28
- 29
- 30
- 31
- 32

33        As to other costs associated with releases or spills, the Contractor may request payment  
34        as provided for in the Contract. No payment shall be made if the release or spill was  
35        caused by or resulted from the Contractor's operations, negligence, or omissions.  
36

37        **1-07.16 Protection and Restoration of Property**

38  
39        **1-07.16(1) Private/Public Property**  
40        **(January 13, 2011 Tacoma GSP)**

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

43        Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not  
44        occur unless approved by the Engineer. All stockpile sites shall be restored to as good  
45        or better condition.  
46

47        The Contractor shall contact all property owners and tenants in the vicinity of this project,  
48        via newsletter/mailling, a minimum of one (1) week prior to start of construction. The  
49        Contractor shall submit a draft of the property owner notification prior to posting/mailling.  
50

51        The newsletter/mailling shall advise the owners and tenants of the construction schedule  
52        and indicate the Contractor's name, contact person, and telephone numbers.  
53



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

3 *The first paragraph is supplemented with the following:*  
4

5 Public and private utilities or their Contractors will furnish all work necessary to adjust,  
6 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or  
7 these Special Provisions. Such adjustment, relocations, replacement, or construction  
8 will be done within the time for performance of this project. The Contractor shall  
9 coordinate their work with such adjustment, relocation, or replacement of utility work.  
10 This may require the Contractor to phase their work in a manner that will allow for the  
11 utility work.  
12

13 The Contractor shall coordinate their work with all utilities and other organizations which  
14 have to adjust or revise their facilities within the project area. These may include, but  
15 are not limited to:  
16

- 17 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 18 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 19 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 20 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;  
21 [Brian.Munson@Rainierconnect.net](mailto:Brian.Munson@Rainierconnect.net)
- 22 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790;  
23 [michael.klapperich@pse.com](mailto:michael.klapperich@pse.com) OR Amber Uhls, Gas, phone: (253) 476-6137;  
24 [amber.uhls@pse.com](mailto:amber.uhls@pse.com)
- 25 • Lumen, Contact: Al (Aliyah) Skaro; [relocations@lumen.com](mailto:relocations@lumen.com)
- 26 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955;  
27 [todd\\_gallant@cable.comcast.com](mailto:todd_gallant@cable.comcast.com)
- 28 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425)  
29 896-9850; [louie.vanhollebeke@sienaengineeringgroup.com](mailto:louie.vanhollebeke@sienaengineeringgroup.com) OR Steve  
30 Duppenhtaler, phone: (425) 286-3822; [sd1891@att.com](mailto:sd1891@att.com) OR Roberta Anderson,  
31 phone: (425) 896-9839; [roberta.anderson@sienaengineeringgroup.com](mailto:roberta.anderson@sienaengineeringgroup.com)
- 32 • Level 3 Communications, [Level3NetworkRelocations@Level3.com](mailto:Level3NetworkRelocations@Level3.com)
- 33 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 34 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 35 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 36 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; [steven.schauer@t-](mailto:steven.schauer@t-mobile.com)  
37 [mobile.com](mailto:steven.schauer@t-mobile.com)
- 38 • Zayo, Washington; [zayo.relo.washington@zayo.com](mailto:zayo.relo.washington@zayo.com) and CC:  
39 [phil.braum@zayo.com](mailto:phil.braum@zayo.com)  
40

41 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or  
42 other electric or water utility structure owned by the City of Tacoma, the Contractor shall  
43 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone  
44 number 502-8044, and arrange for an inspection before proceeding. The Contractor  
45 shall perform, at the Contractor's expense, such additional work as is required to protect  
46 the pole or structure from subsidence. The Contractor may be directed to suspend work  
47 at the site of any such excavation until such utility structures are adequately protected.  
48

49 Garbage, recycling, and yard waste pick up within the project limits is on Tuesdays.  
50

1 **1-07.18 Insurance**  
2 **(December 17, 2019 Tacoma GSP)**  
3

4 During the course and performance of the services herein specified, the Contractor will  
5 maintain the insurance coverage in the amounts and in the manner specified in the City  
6 of Tacoma Insurance Requirements as is applicable to the services and deliverables  
7 provided under this Contract. The City of Tacoma Insurance Requirements document is  
8 fully incorporated herein by reference.  
9

10 **1-07.23(1) Construction under Traffic**  
11 **(March 1, 2004 Tacoma GSP)**

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

14 The following special traffic requirements shall be adhered to during all phases of  
15 construction:  
16

17 Lincoln Avenue and Alexander Avenue shall remain fully open to vehicular and  
18 pedestrian traffic at all times.  
19

20 When work is occurring near the concrete crossing and asphalt crossing near Station  
21 113+00 the contractor shall maintain access by keeping one of these crossings open to  
22 vehicular traffic at all times. The contractor shall coordinate with the business to  
23 determine with the best day and time frame for completing the crossing work.  
24

25 To minimize the disruption to access to adjacent properties, and to Pierce Transit  
26 operations, the lane closure area shall be limited to that area of active work and  
27 necessary for appropriate lane closure tapers. The Contractor shall stage work to  
28 maintain access to and egress from all properties at all times.  
29

30 A safe pedestrian access shall be provided at all times through the project area. All lane  
31 closures shall be coordinated with the adjacent businesses, other contractors working  
32 within the project vicinity, local transit agencies and the City.  
33

- 34 • The contractor when working south of Lincoln Avenue shall barricade the  
35 southern sidewalk east and west of the work zone.  
36

37 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the  
38 construction work, parking may be restricted either entirely or during the time when it  
39 creates a hazard. Signs for restricting parking shall be approved by the City and placed  
40 by the Contractor. The Contractor shall be responsible for and shall maintain all such  
41 signs. The replacement of signs restricting parking shall be as approved by the  
42 Engineer.  
43

44 The Contractor shall notify all property owners and tenants of detours, street and alley  
45 closures, or other restrictions that may interfere with their access. Notification shall be at  
46 least twenty-four (24) hours in advance for residential property, and at least forty-eight  
47 (48) hours in advance for commercial property.  
48

49 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all  
50 times. In addition, the Contractor shall coordinate Contractor activities with all disposal  
51 firms and transit bus service that may be operating in the project area.  
52

1 If street closures or lane restrictions, not provided for in the Specifications, are allowed  
2 subsequent to award of the contract, an equitable adjustment of the Contract amount  
3 shall be negotiated.  
4

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

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

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

### 31 **1-07.23(2) Construction and Maintenance of Detours**

32 **(April 1, 2018 Tacoma GSP)**

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

35 Detour signing during any allowed road closures shall be in accordance with Detour  
36 Plans, when included in the Contract Documents. When plans are not included in the  
37 Contract Documents, the Contractor shall submit plans for detours in accordance with  
38 the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the  
39 Contractor believes an alternate plan will safely and adequately maintain vehicular and  
40 pedestrian traffic, the Contractor may submit alternate plans to those for traffic control  
41 and detours required by MUTCD or contract documents. Such alternate plans must  
42 comply with the MUTCD and shall be in writing and submitted to the Engineer at least  
43 fifteen (15) days in advance of their intended use. In general, detouring of arterial traffic  
44 must be accomplished on streets designated as City Arterials. Detouring of arterial  
45 traffic on non-arterial streets will not be allowed. The acceptance of any alternate plan  
46 shall be entirely at the discretion of the Engineer and the Contractor shall have no claim  
47 by reason of a plan being rejected or modified, nor shall there be any additional payment  
48 by reason of using a substitute plan.  
49

50 The Contractor shall notify the Engineer three (3) working days in advance of  
51 implementation of any street closures/detours allowed under the Contract. Advance

1 notice signing shall be placed a minimum of three (3) working days prior to  
2 implementation of any street closure/detour.

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

6  
7  
8 Tacoma Fire Dept. (253-591-5775)  
9 Tacoma Police Dept. (253-591-5932)  
10 LESA Communications Center (253-798-4721 - Opt.#2)  
11 Tacoma Public Schools Transportation Office (253-571-1853)  
12 Pierce Transit (253-581-8001)  
13 Tacoma Environmental Services Solid Waste (253-591-5544)  
14 Tacoma Public Works Engineering Division (253-591-5500)  
15 Tacoma Public Works Streets and Grounds (253-591-5495)  
16

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

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

21  
22 Street Right of Way lines, limits of easements, and limits of construction permits are  
23 indicated in the Plans. The Contractor's construction activities shall be confined within  
24 these limits, unless arrangements for use of private property are made.

25  
26 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
27 way and easements, both permanent and temporary, necessary for carrying out the  
28 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
29 Contractor's attention by a duly issued Addendum.

30  
31 Whenever any of the work is accomplished on or through property other than public  
32 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any  
33 easement agreement obtained by the Contracting Agency from the owner of the private  
34 property. Copies of the easement agreements may be included in the Contract  
35 Provisions or made available to the Contractor as soon as practical after they have been  
36 obtained by the Engineer.

37  
38 Whenever easements or rights of entry have not been acquired prior to advertising,  
39 these areas are so noted in the Plans. The Contractor shall not proceed with any portion  
40 of the work in areas where right of way, easements or rights of entry have not been  
41 acquired until the Engineer certifies to the Contractor that the right of way or easement is  
42 available or that the right of entry has been received. If the Contractor is delayed due to  
43 acts of omission on the part of the Contracting Agency in obtaining easements, rights of  
44 entry or right of way, the Contractor will be entitled to an extension of time. The  
45 Contractor agrees that such delay shall not be a breach of contract.

46  
47 Each property owner shall be given 48 hours notice prior to entry by the Contractor.  
48 This includes entry onto easements and private property where private improvements  
49 must be adjusted.

50  
51 The Contractor shall be responsible for providing, without expense or liability to the  
52 Contracting Agency, any additional land and access thereto that the Contractor may

1 desire for temporary construction facilities, storage of materials, or other Contractor  
2 needs. However, before using any private property, whether adjoining the work or not,  
3 the Contractor shall file with the Engineer a written permission of the private property  
4 owner, and, upon vacating the premises, a written release from the property owner of  
5 each property disturbed or otherwise interfered with by reasons of construction pursued  
6 under this contract. The statement shall be signed by the private property owner, or  
7 proper authority acting for the owner of the private property affected, stating that  
8 permission has been granted to use the property and all necessary permits have been  
9 obtained or, in the case of a release, that the restoration of the property has been  
10 satisfactorily accomplished. The statement shall include the parcel number, address,  
11 and date of signature. Written releases must be filed with the Engineer before the  
12 Completion Date will be established.

13  
14  
15 **END OF SECTION**  
16  
17

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(2) Hours of Work**  
18 **(December 8, 2014 APWA GSP)**  
19

20 Except in the case of emergency or unless otherwise approved by the Engineer, the  
21 normal working hours for the Contract shall be any consecutive 8-hour period between  
22 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the  
23 Contractor desires different than the normal working hours stated above, the request  
24 must be submitted in writing prior to the preconstruction conference, subject to the  
25 provisions below. The working hours for the Contract shall be established at or prior to  
26 the preconstruction conference.

27  
28 All working hours and days are also subject to local permit and ordinance conditions  
29 (such as noise ordinances).  
30

31 If the Contractor wishes to deviate from the established working hours, the Contractor  
32 shall submit a written request to the Engineer for consideration. This request shall state  
33 what hours are being requested, and why. Requests shall be submitted for review no  
34 later than 15 days prior to the day(s) the Contractor is requesting to change the hours.  
35

36 If the Contracting Agency approves such a deviation, such approval may be subject to  
37 certain other conditions, which will be detailed in writing. For example:

- 38 1. On non-Federal aid projects, requiring the Contractor to reimburse the  
39 Contracting Agency for the costs in excess of straight-time costs for Contracting  
40 Agency representatives who worked during such times. (The Engineer may  
41 require designated representatives to be present during the work.  
42 Representatives who may be deemed necessary by the Engineer include, but  
43 are not limited to: survey crews; personnel from the Contracting Agency's  
44 material testing lab; inspectors; and other Contracting Agency employees or third  
45 party consultants when, in the opinion of the Engineer, such work necessitates  
46 their presence.)
- 47 2. Considering the work performed on Saturdays, Sundays, and holidays as  
48 working days with regard to the contract time.
- 49 3. Considering multiple work shifts as multiple working days with respect to contract  
50 time even though the multiple shifts occur in a single 24-hour period.

- 1 4. If a 4-10 work schedule is requested and approved the non working day for the  
2 week will be charged as a working day.  
3 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met  
4 and recorded properly on certified payroll  
5

6 *Add the following new section:*

7 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**  
8 **(September 29, 2009 Tacoma GSP)**  
9

10 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than  
11 an 8-hour work shift on a regular working day, as defined in the Standard Specifications,  
12 such work shall be considered as overtime work. On all such overtime work, city staff  
13 may be required at the discretion of the Engineer. In such case, the Contracting Agency  
14 may deduct from amounts due or to become due to the Contractor for the costs in  
15 excess of the straight-time costs for employees of the Contracting Agency required to  
16 work overtime hours.  
17

18 The Contractor by these specifications does hereby authorize the Engineer to deduct  
19 such costs from the amount due or to become due to the Contractor.  
20

21 **1-08.1 Subcontracting - D/M/WBE Reporting**  
22 **(September 29, 2009 Tacoma GSP)**

23 *The eighth paragraph is revised to read:*  
24

25 On all projects funded with Contracting Agency funds only, the Contractor shall certify to  
26 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms  
27 that were used as subcontractors, lower tier subcontractors, manufacturers, regular  
28 dealers, or service providers on the contract. This certification shall be submitted to the  
29 Engineer, on the form provided by the Engineer, 20 calendar days after physical  
30 completion of the contract.  
31

32 **1-08.1 Subcontracting**  
33 **(\*\*\*\*\*)**  
34

35 *Delete the eighth paragraph, beginning with "The Contractor shall not use*  
36 *businesses..."*  
37

38 *Delete the ninth paragraph, beginning with "On all projects, the Contractor shall*  
39 *certify..."*  
40

41 *Add the following new section:*  
42

43 **1-08.1 (2) Subcontracting – Equity In Contracting**  
44 **(\*\*\*\*\*)**  
45

46 Contractor shall follow all Equity in Contracting Program Regulations included in Part III  
47 and these Regulations shall be considered part of the Contract.  
48  
49  
50



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

3 *Revise this section to read:*

4  
5 The Contractor shall submit 6 copies of a Type A Progress Schedule no later than at the  
6 preconstruction conference, or some other mutually agreed upon submittal time. The  
7 schedule may be a critical path method (CPM) schedule, bar chart, or other standard  
8 schedule format. Regardless of which format used, the schedule shall identify the critical  
9 path. The Engineer will evaluate the Type A Progress Schedule and approve or return  
10 the schedule for corrections within 15 calendar days of receiving the submittal.

11  
12 **1-08.4 Prosecution of Work**

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

14  
15 **1-08.4 Notice to Proceed and Prosecution of Work**  
16 **(July 23, 2015 APWA GSP)**

17  
18 Notice to Proceed will be given after the contract has been executed and the contract  
19 bond and evidence of insurance have been approved and filed by the Contracting  
20 Agency. The Contractor shall not commence with the work until the Notice to Proceed  
21 has been given by the Engineer. The Contractor shall commence construction activities  
22 on the project site within ten days of the Notice to Proceed Date, unless otherwise  
23 approved in writing. The Contractor shall diligently pursue the work to the physical  
24 completion date within the time specified in the contract. Voluntary shutdown or slowing  
25 of operations by the Contractor shall not relieve the Contractor of the responsibility to  
26 complete the work within the time(s) specified in the contract.

27  
28 When shown in the Plans, the first order of work shall be the installation of high visibility  
29 fencing to delineate all areas for protection or restoration, as described in the Contract.  
30 Installation of high visibility fencing adjacent to the roadway shall occur after the  
31 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).  
32 Upon construction of the fencing, the Contractor shall request the Engineer to inspect  
33 the fence. No other work shall be performed on the site until the Contracting Agency has  
34 accepted the installation of high visibility fencing, as described in the Contract.

35  
36 **1-08.5 Time for Completion**  
37 **(March 16, 2016 Tacoma GSP)**

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

39  
40 Contract time shall begin on the first working day following the Notice to Proceed Date.

41  
42 Each working day shall be charged to the contract as it occurs, until the contract work is  
43 physically complete. If substantial completion has been granted and all the authorized  
44 working days have been used, charging of working days will cease. Each week the  
45 Engineer will provide the Contractor a statement that shows the number of working days:  
46 (1) charged to the contract the week before; (2) specified for the physical completion of  
47 the contract; and (3) remaining for the physical completion of the contract. The  
48 statement will also show the nonworking days and any partial or whole day the Engineer  
49 declares as unworkable. Within 10 calendar days after the date of each statement, the  
50 Contractor shall file a written protest of any alleged discrepancies in it. To be considered  
51 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 **180** 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 after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

**END OF SECTION**

1 **1-09 MEASUREMENT AND PAYMENT**

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

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

- 7  
8 4. Test results and scale weight records for each day's hauling operations are  
9 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,  
10 Scaleman's Daily Report, unless the printed ticket contains the same information  
11 that is on the Scaleman's Daily Report Form. The scale operator must provide  
12 AM and/or PM tare weights for each truck on the printed ticket.  
13

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

16 *Supplement this Section with the following:*

17  
18 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
19 all items to be paid per force account, only to provide a common proposal for Bidders.  
20 All such dollar amounts are to become a part of Contractor's total bid. However, the  
21 Contracting Agency does not warrant expressly or by implication, that the actual amount  
22 of work will correspond with those estimates. Payment will be made on the basis of the  
23 amount of work actually authorized by Engineer.  
24

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

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

27  
28 The Contractor shall submit a comprehensive summary list of all equipment anticipated  
29 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.  
30 The list shall include the contractor's equipment number, make, model, year, operation  
31 rate, standby rate, applicable attachments and any other applicable information  
32 necessary to determine the applicable rates in accordance with this section. In addition,  
33 the contractor shall submit an Equipment Watch rate sheet ([www.equipmentwatch.com](http://www.equipmentwatch.com))  
34 for each piece of equipment in the summary list. Access to the Equipment Watch web  
35 site is available at the City's Construction Management Office.  
36

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

39  
40 *Delete the first four paragraphs and replace them with the following:*

41  
42 The basis of payment will be the actual quantities of Work performed according to the  
43 Contract and as specified for payment.  
44

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

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

4  
5 The initial progress estimate will be made not later than 30 days after the Contractor  
6 commences the work, and successive progress estimates will be made every month  
7 thereafter until the Completion Date. Progress estimates made during progress of the  
8 work are tentative, and made only for the purpose of determining progress payments.  
9 The progress estimates are subject to change at any time prior to the calculation of the  
10 final payment.

11  
12 The value of the progress estimate will be the sum of the following:

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

22  
23 Progress payments will be made in accordance with the progress estimate less:

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

28  
29 Progress payments for work performed shall not be evidence of acceptable performance  
30 or an admission by the Contracting Agency that any work has been satisfactorily  
31 completed. The determination of payments under the contract will be final in accordance  
32 with Section 1-05.1.

33  
34 *This section is supplemented with the following:*  
35 **(January 6, 2015 Tacoma GSP)**

36  
37 Breakdowns of all lump sum items shall be provided for all lump sum items and shall  
38 include all costs for labor, equipment, materials, and taxes (as applicable) associated  
39 with the lump sum item. Washington State Department of Revenue Rules 170 and 171  
40 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the  
41 Standard Specifications.

42  
43 Stockpiled Material - The point of acceptance of stockpiled material for payment and  
44 quality shall be at the time of incorporation into the contract.

1 **1-09.9(1) Retainage**

2 **(May 10, 2006 Tacoma GSP)**

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

4  
5 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.

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

7  
8 **1-09.13(3)A Administration of Arbitration**

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

10 *Revise the third paragraph to read:*

11  
12 The Contracting Agency and the Contractor mutually agree to be bound by the decision  
13 of the arbitrator, and judgment upon the award rendered by the arbitrator may be  
14 entered in the Superior Court of the county in which the Contracting Agency's  
15 headquarters are located. The decision of the arbitrator and the specific basis for the  
16 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

17  
18  
19 **END OF SECTION**  
20

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

16  
17 **1-10.1(2) Description**

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

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

20  
21 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times  
22 except when Work requires closure(s) that have been requested and approved in  
23 accordance with section 1-10.2(2).

24  
25 *The third sentence of the fourth paragraph is revised to read:*

26  
27 Approved lane and ramp closures shall be for the minimum time required to complete  
28 the Work.

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

31  
32 Only uniformed off-duty police officers shall be used to control traffic when it is  
33 necessary to override or provide traffic control at signalized intersections. Off-duty City  
34 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma  
35 PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by  
36 contacting the Tacoma PD first as stated below.

37  
38 The City will make all necessary temporary adjustments to existing traffic signals and  
39 traffic signal activators.

40  
41 Existing signs shall not be removed until the Contractor has provided for temporary  
42 measures sufficient to safeguard and direct traffic after existing signs have been  
43 removed. Preservation of temporary traffic control and street name signs shall be the  
44 sole responsibility of the Contractor.

45  
46 As the work progresses and permits, temporarily relocated and/or removed traffic signs  
47 shall be reset in their permanent location. Permanent signs and other traffic control  
48 devices damaged or lost by the Contractor shall be replaced or repaired at the  
49 Contractor's expense.

1 **Traffic Control Management**

2 **1-10.2(1) General**

3 **(January 10, 2022)**

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

5  
6 The Traffic Control Supervisor shall be certified by one of the following:

7  
8 The Northwest Laborers-Employers Training Trust

9 27055 Ohio Ave.

10 Kingston, WA 98346

11 (360) 297-3035

12 Evergreen Safety Council

13 12545 135th Ave. NE

14 Kirkland, WA 98034-8709

15 1-800-521-0778

16  
17 The American Traffic Safety Services Association

18 15 Riverside Parkway, Suite 100

19 Fredericksburg, Virginia 22406-1022

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

21 Phone: (540) 368-1701

22  
23 Integrity Safety

24 13912 NE 20th Ave.

25 Vancouver, WA 98686

26 (360) 574-6071

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

28  
29 US Safety Alliance

30 (904) 705-5660

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

32  
33 K&D Services Inc.

34 2719 Rockefeller Ave.

35 Everett, WA 98201

36 (800) 343-4049

37 <https://www.kndsolutions.net>

38  
39 **1-10.3(3)A Construction Signs**

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

41 *The fifth paragraph is revised to read:*

42  
43 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the  
44 Engineer deems to be unacceptable while their use is required on the project shall be  
45 replaced by the Contractor at their expense.

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

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

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

14 **1-10.4(2) Item Bids with Lump Sum for Incidentals**  
15 **(January 11, 2006 Tacoma GSP)**

16 *This section is supplemented with the following:*  
17

18 No unit of measure will apply to the position of traffic control manager and it will be  
19 considered included in other unit contract prices in the Bid Proposal.  
20

21 **1-10.5(2) Item Bids with Lump Sum for Incidentals**  
22 **(January 11, 2006 Tacoma GSP)**

23 *This section is supplemented with the following:*  
24

25 "Uniformed Police Officer for Traffic Control", per hour

26 The unit contract price, when applied to the number of units measured for this item in  
27 accordance with Section 1-10.4(2), shall be full compensation for all cost incurred by the  
28 Contractor in performing the work in accordance with Section 1-10.3.  
29  
30

31 **END OF SECTION**  
32



1  
2 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**  
3 **(August 14, 2019 Tacoma GSP)**  
4

5 **2-03.1 Description**

6 *The last sentence of the first paragraph is deleted.*  
7

8 **2-03.3 Construction Requirements**  
9

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

12 Material excavated in areas labeled on the Plans as contaminated shall be hauled to LRI  
13 Landfill, located at 30919 Meridian Street East, Graham, WA or an approved licensed  
14 solid waste disposal facility.  
15

16 **2-03.3(5) Slope Treatment**

17 *This section is deleted.*  
18

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

20 *This section is deleted.*  
21

22 **2-03.5 Payment**

23 *This section is supplemented with the following:*  
24

25 "Roadway Excavation of Contaminated Material, Incl. Haul", per cubic yard.  
26

27 The unit Contract price per cubic yard for "Roadway Excavation of Contaminated  
28 Material, Incl. Haul" shall be full compensation for all costs incurred for excavating,  
29 loading, placing, disposal and haul to LRI or other approved facility.  
30

31  
32 **END OF SECTION**  
33  
34  
35

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 shall be paid by lump sum and shall apply to all  
35 subgrade.

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

38  
39 The lump sum price for "Subgrade Maintenance and Protection" shall be full pay for all  
40 material, labor, and equipment for implementation of subgrade maintenance and  
41 protection, as determined by the City Inspector.

42  
43 If the contractor fails to protect the subgrade so that additional subgrade repairs are  
44 required as determined by the City Inspector, then the city shall not owe payment for  
45 these additional subgrade repairs in accordance with Section 2-06.3.

46  
47 **2-06.5(2) Subgrade Not Constructed Under Same Contract**

48 *Item 5 under this section is deleted.*

49  
50  
51 **END OF SECTION**

1 **4-04 BALLAST AND CRUSHED SURFACING**  
2 **(March 17, 2003 Tacoma GSP)**  
3

4 **4-04.5 Payment**

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

7 All costs for labor, equipment, and materials required to furnish, place, and compact the  
8 crushed surfacing top course for all asphalt concrete approaches and non-paved  
9 approaches shall be included in the unit Contract price for "Crushed Surfacing Top  
10 Course", per ton.  
11

12  
13 **END OF SECTION**  
14

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

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

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

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

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

23  
24 **5-04.2 Materials**  
25

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

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

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

33 *This section is revised to read:*  
34

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

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

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

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

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

7  
8 With the HMA mix design submittal the Contractor shall provide one of the  
9 following mix design verification certifications for Contracting Agency review:

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

18  
19 \*\*The mix design shall be performed by a lab accredited by a national authority  
20 such as Laboratory Accreditation Bureau, L-A-B for Construction Materials  
21 Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or  
22 AASHTO Accreditation Program (AAP) and shall supply evidence of participation  
23 in the AASHTO resource proficiency sample program.

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

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

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

38 *This section is revised to read:*

39  
40 The Contractor may, at the Contractor's discretion, elect to use additives that  
41 reduce the optimum mixing temperature or serve as a compaction aid for  
42 producing HMA. Additives include organic additives, chemical additives and  
43 foaming processes. The use of Additives is subject to the following:

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

### 5-04.3 Construction Requirements

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

*The second paragraph is supplemented with the following:*

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

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

*The second paragraph is deleted.*

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

*The first paragraph is revised to read:*

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

\*\*\*None\*\*\*

#### 5-04.3(4)C Pavement Repair (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](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.

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

**5-04.3(6) Mixing**  
**(Aug 1, 2020 Tacoma GSP)**

*The first paragraph is revised to read:*

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

**5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**  
**(Aug 1, 2020 Tacoma GSP)**

*This section is revised to read:*

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

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

**5-04.3(9) HMA Mixture Acceptance**  
**(April 1, 2018 Tacoma GSP)**

*The first paragraph is revised to read:*

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

**5-04.3(9)A Test Sections**  
**(April 1, 2018 Tacoma GSP)**

*The first paragraph is revised to read:*

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

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

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

*The second paragraph is revised to read:*

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

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

*The title of this section is revised to read:*

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

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

*The title of this section is revised to read:*

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

*This section is revised to read:*

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

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



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

3 *This section is revised to read:*  
4

5 The Contracting Agency will endeavor to provide written notification (via email to  
6 the Contractor's designee) of acceptance test results within 24 hours of the  
7 sample being made available to the Contracting Agency. However, the  
8 Contractor agrees:  
9

- 10 1. Quality control, defined as the system used by the Contractor to monitor,  
11 assess, and adjust its production processes to ensure that the final HMA  
12 mixture will meet the specified level of quality, is the sole responsibility of  
13 the Contractor.  
14
- 15 2. The Contractor has no right to rely on any testing performed by the  
16 Contracting Agency, nor does the Contractor have any right to rely on  
17 timely notification by the Contracting Agency of the Contracting Agency's  
18 test results (or statistical analysis thereof), for any part of quality control  
19 and/or for making changes or correction to any aspect of the HMA  
20 mixture.  
21
- 22 3. The Contractor shall make no claim for untimely notification by the  
23 Contracting Agency of the Contracting Agency's test results (or statistical  
24 analysis thereof).  
25

26 **5-04.3(10)B HMA Compaction - Cyclic Density**  
27 **(April 1, 2018 Tacoma GSP)**

28 *This section is deleted.*  
29

30 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**  
31 **(April 1, 2018 Tacoma GSP)**

32 *This section is deleted.*  
33

34 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**  
35 **(April 1, 2018 Tacoma GSP)**

36 *The title of this section is revised to read:*

37 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance**  
38 **Testing**

39 *The second paragraph is revised to read:*  
40

41 Compaction tests will be performed at a minimum of 5 various locations, as  
42 determined by the Engineer, for each 400 tons placed. The locations will be  
43 determined by the stratified random sampling procedure conforming to WSDOT  
44 Test Method T 716. For an area in progress with a CPF less than 0.75, a new  
45 compaction sequence will begin at the Contractor's request after the Project  
46 Engineer is satisfied that material conforming to the Specifications can be  
47 produced. The Compaction Test Procedures will be provided to the Contractor  
48 by the Contracting Agency at the Pre-Construction Conference or a Pre-Paving  
49 Meeting, prior to the placement of HMA material on site.  
50

51 *This section is supplemented with the following:*

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15

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.

**END OF SECTION**

1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**  
2 **(April 1, 2018 Tacoma GSP)**

3  
4 **8-01.3(1)A Submittals**

5 *This section is revised to read:*  
6 Option A.

7  
8 The Contractor shall adopt or modify a Temporary Erosion and Sediment Control  
9 (TESC) Plan and Stormwater Pollution Prevention Plan (SWPPP) Report. The  
10 Contractor shall include an implementation schedule for the TESC Plan and SWPPP  
11 and incorporate this implementation schedule into the Contractor's progress report. The  
12 SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and  
13 1-08.3

14  
15 TESC Plans and SWPPP Reports that are modified by the Contractor shall be reviewed  
16 and approved by the Project Engineer before implementation. The Contractor shall  
17 allow 5 working days for the Project Engineer to review any original or revised TESC  
18 Plans or SWPPP reports. Failure to approve all or part of any such Plan shall not make  
19 the Contracting Agency liable to the Contractor for any Work delays.

20  
21  
22 The SWPPP is considered a "living" document that shall be revised to account for  
23 additional erosion control/pollution prevention BMPs as they become necessary and are  
24 implemented in the field during project construction. A copy of the most current SWPPP  
25 and TESC Plan shall remain on-site at all times and an additional copy shall be  
26 forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP and  
27 TESC Plan may be forwarded to the Engineer rather than submitting a complete  
28 document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along  
29 with the original SWPPP document.

30  
31 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or  
32 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working  
33 day following the inspection.

34  
35 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

36 *This section is revised to read:*

37  
38 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the  
39 contact information for the ESC Lead shall be added to the Stormwater Pollution  
40 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control  
41 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current  
42 Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current  
43 Certified Professional in Erosion and Sediment Control (CPESC) certificate from a  
44 course approved by the Washington State Department of Ecology. The CESCL or  
45 CPESC shall be listed on the Emergency Contact List required under Section 1-  
46 05.13(1).

47  
48 The CESCL or CPESC shall direct implementation of the measures identified in the  
49 SWPPP and as shown on the TESC plan. Implementation shall include, but is not  
50 limited to the following:  
51

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.

### **Requirements for Dewatering Water Discharge to the Storm Sewer System.**

Dewatering water will not be permitted to be discharged into the stormwater system on this project.

1 **Requirements for Dewatering Water Discharge to the Sanitary Sewer System.**

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

7  
8 In addition to the TSS Requirements, the water shall contain no visible oil sheen or  
9 chemical odors. If the Contractor encounters any signs of oil within the soil or  
10 dewatering water, including any sheen on the water, and/or any chemical odor in the  
11 water or soils, the Engineer and Source Control shall be notified immediately and all  
12 discharges to the sanitary sewer system shall be stopped immediately.

13  
14 In the presence of oil sheens and/or chemical odors, the Contractor shall test the  
15 dewatering water prior to discharge for contaminants referenced in the Special Approved  
16 Discharge Authorization and Tacoma Municipal Code 12.08.020. All discharges to the  
17 City's sanitary sewer system shall not exceed the limits of the Special Approved  
18 Discharge Authorization or TMC 12.08.020, whichever is most stringent.

19  
20 The Contractor shall control the flow of water into the downstream system to ensure that  
21 the capacity of the City's sanitary sewer system is not exceeded as a result of the  
22 additional flows caused by the dewatering water. The Contractor shall contact the  
23 Engineer to request pipe capacity information for the Contractor's proposed discharge  
24 points.

25  
26 The Contractor shall measure and record in gallons the total quantity of dewatering  
27 water discharged to the sanitary sewer system. This can be done by metering the flow  
28 or calculating batch discharges based on the volume of tanks used. In accordance with  
29 the SAD Authorization, the Contractor shall report the discharge quantities with the  
30 associated test results to Source Control.

31  
32 **8-01.3(7) Stabilized Construction Entrance**

33 *The third paragraph is revised to read:*

34  
35 When the contract requires a wheel wash in conjunction with the stabilized entrance, the  
36 details for the wheel wash and the method for containing and treating the sediment-  
37 laden runoff shall be included as part of the SWPPP and TESC Plan.

38  
39 **8-01.3(8) Street Cleaning**

40 *The third paragraph is revised to read:*

41  
42 Street washing with water shall not be permitted.

43  
44 **8-01.3(9)D Inlet Protection**

45 *Replace the third paragraph of this section with the following:*

46  
47 When the depth of accumulated sediment and debris reaches approximately 1/3 the  
48 height of an internal device or 1/3 the height of the external device (or less when so  
49 specified by the manufacturer), or as designated by the Engineer, the sediment and  
50 debris shall be removed and disposed of per SWMM BMP C220 or as specified on the  
51 Plans or within the SWPPP.

*The section is supplemented with the following:*

Only bag-type filters are allowed for use in the public right of way.

#### **8-01.3(10) Wattles**

*The fifth and sixth sentences are revised to read:*

On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or 1/2 to 2/3 the thickness of the wattle.

#### **8-01.4 Measurement**

*The third paragraph is revised to read:*

Check dams will be measured by the linear foot along the ground line of the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

*This section is supplemented with the following:*

No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution Prevention Plan (SWPPP)".

No specific unit of measurement shall apply to the lump sum item "Dewatering Plan".

*Add the following new sections:*

#### **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

When the bid Proposal contains the item "Erosion/Water Pollution Control", there will be no measurement of unit items for Work defined by Section 8-01.4 except as described in Section 8-01.4(2). Also, except as described in Section 8-01.4(2), all of Sections 8-01.4 and 8-01.5 are deleted.

#### **8-01.4(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

The Contract Provisions may establish the project as lump sum, in accordance with section 8-01.4(1) and also include one or more of the items included above in section 8-01.4. When that occurs, the corresponding measurement provision in Section 8-01.4 is not deleted and the Work under that item will be measured as specified.

The bid proposal contains the item "Erosion/Water Pollution Control," lump sum and the additional erosion control items listed below. The provisions of Section 8-01.4(1), Section 8-01.4(2), and Section 8-01.5(2) shall apply.

"ESC Lead," per Day

"Inlet Protection," per each

No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution Prevention Plan (SWPPP)".

No specific unit of measurement shall apply to the lump sum item "NPDES Construction Stormwater General Permit".

#### **8-01.5 Payment**

*The pay item "Erosion/Water Pollution Control", by force account as provided in Section 1-09.6 is revised to read:*

Installation, maintenance, and removal of erosion and water pollution control devices including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities and any additional Work deemed necessary by the Engineer to control erosion and water pollution will be paid by force account in accordance with Section 1-09.6. Directing implementation by ESC Lead of the measures identified in the SWPPP, shown on the TESC plan, and all other work as included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-09.6.

*This section is supplemented with the following:*

Where removal of erosion control BMPs is directed by the Engineer according to 8-01.3(16) or according to these specification and the plans, removal shall be included in the lump sum or unit cost for these respective BMPs.

"Erosion Control", per lump sum. The lump sum contract price for "Erosion Control" shall be full pay for all cost for labor, equipment, and materials to perform all work associated with erosion control. Work shall include, but shall not be limited to, furnishing, purchase and delivery or required materials, installation and maintenance of temporary erosion and sediment control measures, and all costs incurred by the Contractor in performing the Contract Work defined in Section 8-01, except for unit bid items in Section 8-01 when these are included in the bid proposal. It is the Contractor's responsibility to maintain, repair, and replace any and all erosion control measures as required to maintain compliance with the NPDES Construction Stormwater General Permit and Tacoma Municipal Code 12.08 for the entire duration of the Project.

"Stormwater Pollution Prevention Plan (SWPPP)", per lump sum. The lump sum contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for the Stormwater Pollution Prevention Plan.

"Dewatering Plan", per lump sum. The lump sum contract price for "Dewatering Plan" shall be full pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for the Dewatering Plan.

"Temporary Erosion and Sediment Control BMP Maintenance", Force Account or Lump Sum. Any maintenance necessary due to stormwater events shall be paid by force account. Any other maintenance needed shall be considered for the contractor's benefit and be paid by lump sum.

1 *Add the following new sections:*

2  
3 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**

4  
5 “Erosion/Water Pollution Control”, per lump sum

6  
7 The lump sum contract price for “Erosion/Water Pollution Control” shall be full  
8 compensation for all costs incurred by the Contractor in performing the Contract Work  
9 defined in Section 8-01, except for costs compensated by Bid Proposal items inserted  
10 through Contract Provisions as described in Section 8-01.5(2)

11  
12 Where removal of erosion control BMPs is directed by the engineer according to 8-  
13 01.3(16) or according to these specifications and the plans, removal shall be included in  
14 the lump sum or unit cost for these respective BMPs.

15  
16 **8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

17  
18 The Contract Provisions may establish the project as lump sum, in accordance with  
19 section 8-01.4(1) and also reinstate the measurement of one or more of the items  
20 described in section 8-01.4. When that occurs, the corresponding payment provision in  
21 Section 8-01.5 is not deleted and the Work under that item will be paid as specified.

22  
23  
24 **END OF SECTION**



## **8-30 RAILROAD SAFETY**

### **8-30.1 Railroad Coordination and Safety Program**

A. This Section describes the requirements for rail coordination and rail safety.

B. Tacoma Rail operates the railroad tracks within the limits of this project to support freight rail service to various Tidelands area customers. There are no published schedules for freight rail service on this railroad. The Rail Roadmaster, who will be identified at the preconstruction conference, can provide general information about freight rail movements on the tracks. The Railroads do not guarantee the accuracy or completeness of any published or unpublished schedules and reserve the right to add, change or otherwise modify the level of activity across the tracks.

C. Contractor shall ensure that, at a minimum, its on-site Project Supervisor(s) have completed a Safety Orientation through [ContractorOrientation.com](http://ContractorOrientation.com) and that each of its employees, subcontractors, agents or invitees has received the same Safety Orientation through sessions conducted by or through the Contractor Safety Officer before the individual performs any work on the Project.

D. Contractor shall comply with all requirements of Federal Railroad Administration (FRA) regulations regarding railroad workplace safety included in Title 49, Part 214 and 219 (Alcohol/Drug Program) of the Code of Federal Regulations.

E. Tacoma Rail requires that approved railroad flagger(s) or appropriate methods to establish inaccessible track to establish the work zone occupied by the contractor's employees, materials, and equipment shall be used whenever work is being conducted on or within 15 feet of an adjacent yard track or whenever Tacoma Rail makes a determination that a qualified railroad flagger is required. The Contractor will be required to notify Tacoma Rail 72 hours in advance whenever work needs to be done within railroad rights-of-way or within 15 feet of any tracks. The final decision as to the number and location of qualified railroad flagger(s), or adequacy of inaccessible track work limits that will be required for the work will be made by Tacoma Rail. Repeated instances where the railroad flaggers are scheduled and no effective work occurs will be considered when reviewing change order requests.

F. Tacoma Rail requires that the Contractor incorporate Tacoma Rail specific "Safety Action Plans" into its safety program, provide a copy of the "Safety Action Plan" to the Tacoma Rail Roadmaster prior to commencement of any work on Railway Property, and shall periodically audit the plans. Contractor shall adhere to and comply with Tacoma Rail "Basic Contractor Safety and Operating Requirements" and shall contact and adhere to any other requirements from the other partner railroads.

G. Operations of trains and rail facilities:

Railroad operating personnel will be responsible for operating the existing facilities throughout the performance of the work. Existing railroad track and signals must be available to Rail personnel at all times for use, maintenance and repair. If the Railroad instructs the Contractor to move the Contractor's equipment, materials or any installed material, which is located within a railroad right-of-way, the Contractor shall do so promptly. The Contractor shall not adjust or operate serviceable or functioning

1 railroad track or signal systems without prior written authorization from the appropriate  
2 rail authority.

3  
4 The Contractor must coordinate its Work so that there will be no delays to trains  
5 or interference in any manner with the operation of trains without prior written  
6 authorization from the affected railroads.

7  
8 The Contractor shall not take any rail facility or equipment out of service without  
9 prior written approval from a rail representative and the confirmation from the contracting  
10 agency as appropriate. Any requests by the Contractor to take rail facilities or  
11 equipment out of service shall be made to the affected railroad no less than one week  
12 prior to the time it is necessary to take the facility or equipment out of service.

13  
14 H. The Contractor shall protect all railroad track and signals from exposure to concrete,  
15 debris, dirt and water during the Work.

16  
17 I. The Contractor shall be responsible for providing their own On Track Safety. The  
18 Contractor shall ensure that railroad flagging and/or protective services are established  
19 prior to commencement of any work within a railroad right-of-way. The Contractor shall  
20 comply with the instructions of the rail work forces.

21  
22 J. If damage is sustained to any of the existing signal and communication equipment,  
23 underground or above ground, as a result of the Contractor's operations, whether the  
24 damage sustained was intentional or not, the Contractor shall immediately inform the  
25 affected railroad and the contracting agency.

26  
27 The Contractor will be responsible for paying for the costs of repair or replacement,  
28 including, but not limited to, the following charges:

- 29  
30 1. Replacement of the damaged equipment.  
31  
32 2. Any necessary inspection and testing of the system, before and  
33 after repair or replacement of the damaged equipment.  
34

35 **8-30.1(1) General Work Requirements**  
36 **(May, 17 2019 )**

37 ***Relations With Railroad***

38 Railroad Company, as used in these specifications, shall be the railroad company or  
39 companies, or railway company or companies specified in these Special Provisions.  
40 The following provisions, though referring to a single Railroad Company, shall be  
41 applicable to each of the following railroad companies or railway companies:

42  
43 Tacoma Rail  
44

45 ***Protection of Railroad Property***

46 The Contractor shall exercise care in all operations and shall, at the Contractor's  
47 expense, protect the property of the Railroad Company and the Company's  
48 appurtenances, property in its custody, or persons lawfully upon its right of way,  
49 from damage, destruction, interference or injury caused by the Contractor's  
50 operations. The Contractor shall prosecute the work to not interfere with the  
51 Railroad Company or its appurtenances, or any of the Railroad Company's trains or

1 facilities, and shall complete the work to a condition that shall not interfere with or  
2 menace the integrity or safe and successful operations of the Railroad Company or  
3 its appurtenances, or any of the Railroad Company's trains or facilities.  
4

5 The Contractor shall not transport equipment, machinery, or materials across the  
6 Railroad Company's tracks, except at a public crossing, without the written consent  
7 of the Railroad Company.  
8

9 The Contractor shall keep the right of way and ditches of the Railroad Company  
10 open and clean from any deposits or debris resulting from its operations. The  
11 Contractor shall be responsible for the cost to clean and restore ballast of the  
12 Railroad Company which is disturbed or becomes fouled with dirt or materials when  
13 such deposits or damage result from the Contractor's operations, except as  
14 provided elsewhere.  
15

16 The Contractor's work shall be conducted in such a manner that there will be a  
17 minimum of interference with the operation of railroad traffic. The Railroad Company  
18 will specify what periods will be allowed the Contractor for executing any part of the  
19 work in which the Railroad Company's tracks will be obstructed or made unsafe for  
20 operation of railroad traffic.  
21

22 In the event that an emergency occurs in connection with the work specified, the  
23 Railroad Company reserves the right to do any and all work that may be necessary  
24 to maintain railroad traffic. If the emergency is caused by the Contractor, the  
25 Contractor shall pay the Railroad Company for the cost of such emergency work.  
26

27 Protective services to protect the Railroad Company's facilities, property, and  
28 movement of its trains or engines, including railroad flagging and other devices,  
29 may be required by the Railroad Company as a result of the Contractor's  
30 operations.  
31

32 The nature and extent of protective services, personnel and other measures  
33 required will in all cases be determined by the Railroad Company. Nothing in these  
34 specifications will limit the Railroad Company's right to determine and assign the  
35 number of personnel, the classes of personnel for protective services, nor other  
36 protective measures it deems necessary.  
37

38 When, in the opinion of the Railroad Company, the services of qualified railroad  
39 flaggers or security personnel are necessary for the protection of the Railroad  
40 Company's facilities by reason of the Contractor's operations, the Contractor will  
41 furnish such qualified railroad flaggers or security personnel as may be required.  
42

43 The Railroad Company's contact is:  
44

45 Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554  
46

47 No act of the Railroad Company in supervising or approving any work shall reduce  
48 or in any way affect the liability of the Contractor for damages, expense, or cost  
49 which may result to the Railroad Company from the construction of this Contract.  
50

1 **8-30.2 Materials**

2  
3 This Section left vacant intentionally.  
4

5 **8-30.3 Construction Requirements**

- 6  
7 A. Access to the work site is only available via Alexander Avenue. Only rail-mounted  
8 equipment shall be used when working on the tracks and track bed unless  
9 otherwise approved in writing by Tacoma Rail.

10  
11 There shall be no storage of material or equipment within 20-feet of the centerline  
12 of any railroad track without prior written approval of Tacoma Rail. Where work is  
13 required within 20-feet of the track centerline, it shall be coordinated daily with  
14 Tacoma Rail's representative.  
15

- 16 B. The contractor shall notify the railroad prior to each day of work to confirm track  
17 accessibility and determine the need for track safety and protection measures  
18 provided by any rail operators.

19 Contact Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554  
20

- 21 C. All adjacent tracks in the vicinity of the work must be kept operational during the  
22 term of this project.  
23

24 The work window will most likely be between the hours of 7 am and 5 pm but may  
25 be subject to change depending on Tacoma Rail's operational needs.  
26

27 Tacoma Rail has routine train movements along this section of track and may need  
28 all tracks operational from time to time during construction. Therefore, the  
29 contractor shall have the track under construction operational at the end of each  
30 working day for nightly train operations unless otherwise approved in writing by  
31 Tacoma Rail. The contractor can expect at least several freight train movements  
32 per day through the work zone.  
33

34 **8-30.4 Measurement**

35  
36 This Section left vacant intentionally.  
37

38 **8-30.5 Payment**

39  
40 Payment for all work in this Section shall be included in other related bid items as stated  
41 in the Bid Form.  
42

43 The contract prices shall be full compensation for furnishing all labor, equipment, and  
44 incidentals required to accomplish the submittal work.  
45

46  
47 **END OF SECTION**  
48

## **8-31 RAILROAD TRACK IMPROVEMENTS**

### **8-31.1 Description**

The work under this section shall generally consist of rail replacement, tie replacement, switch replacement, excavation, and raise, surface, line and dress within the project boundaries. The contractor is responsible for all labor, equipment, and material(s) necessary to complete the work. All work shall be in accordance with the Standard Plans, Specifications, and the American Railway Engineering and Maintenance-of-Way Association (AREMA), and shall conform to 49 CFR Part 213 requirements prescribed for Class II track within this part.

The contractor shall replace the cross ties and switch ties marked in the field by the engineer. Tacoma Rail will mark all ties to be replaced prior to the start of construction. The project anticipates replacing approximately 33% of the cross ties and switch ties in the areas called out within the project limits. In the "33% Cross Tie Replacement" work areas the Contractor shall tighten all joints and replace broken/missing bolts and washers shall be replaced. The project anticipates 92 joints will be encountered and the contractor shall assume 10% of the joints will be need bolts replaced. The contractor shall also remove and reuse the ties not marked for replacement within the excavation areas.

The Project is broken down into the 3 following major categories of work.

#### Remove and Replace Rail:

The contractor shall remove the existing jointed rail and replace it with new domestic head hardened 115RE jointed rail within the project limits. For purposes of this specification rail replacement shall include rail and OTM. All OTM within the curves and the switches construction shall include Pandrol style materials.

Within the remove and replace rail section of this project, excavation, ballast, tie replacement, relocation of track, and raise, surface, line and dress are separate pay items. The contractor shall replace the cross ties within the rail replacement area as marked in the field by the engineer or as agreed upon during construction. It is anticipated that 33% of the ties will need to be replaced in the remove and replace rail sections of this project.

#### Switch Replacement and Removal:

The contractor shall remove and replace existing turnouts with new turnouts as specified. As called out within the project limits there are three #9 turnouts and one #7 turnout. This work shall include installing the existing switch points, rail, frog, switch ties, switch stand, and OTM to construct a fully operational switch.

Within the remove and replace switches section of this project, excavation, ballast, and raise, surface, line and dress are separate items.

#### Crossings:

The contractor shall remove install the crossing at the location shown on the plans. For purposes of this specification, the installation of the crossing shall include the removal of the existing track and crossing material, the installation of either ten-foot wood ties per the specifications, installing the desired crossing material, crushed surfacing, rail, and the asphalt underlayment.

Within the install crossing sections of this project excavation, ballast, and raise, surface, line and dress are separate items.

## **8-31.2 Materials**

Certificates of compliance and records of tests, inspections, analysis and processes shall be submitted to the Construction Inspector prior to material shipment. These records shall be as required to demonstrate compliance with the latest A.R.E.M.A. Standards/Chapters as appropriate to the specified track materials.

All deliveries and unloading operations shall be cleared with Tacoma Rail's representative prior to the commencement of work if deliveries will be made by rail to the site. Tacoma Rail must be kept operational during the term of this project.

### **8-31.2(1) Railroad Track Ballast**

Railway ballast shall be manufactured by mechanical crushing from ledge rock, talus, or quarry rock, and shall have 100-percent fractured face. Track ballast shall be in accordance with the latest version of A.R.E.M.A. manual, Chapter 1, Part 2 (Ballast). The material from which railway ballast is manufactured shall meet the following requirements:

- A. *Los Angeles Wear (500 Rev.): 30-percent maximum*
- B. *Degradation Factor: 15 minimum*
- C. *Gradation: Gradation shall conform to A.R.E.M.A. Size #4.*

The contractor shall supply a sample, a one gallon bucket, of the material for review as part of the material submittal.

### **8-31.2(2) Track Spikes (A.R.E.M.A. Chapter 5, Part 2)**

Track spikes shall be new prime in accordance with A.R.E.M.A. square shank and chisel point (5/8-inch by 6-inch).

### **8-31.2(3) Track Bolts (A.R.E.M.A., Chapter 4, Part 3)**

Track bolts shall meet A.R.E.M.A. standard material, size, and shape.

### **8-31.2(4) Railroad Ties (A.R.E.M.A. Chapter 30, Part 3)**

#### Wood Ties:

All ties shall be new grade cross ties 7"x9"x8.5' outside of crossing limits or 7"x9"x 10' inside crossing limits, mixed hardwoods and shall conform to A.R.E.M.A. and AWP specifications. The ties shall be of sound wood and well manufactured in accordance with applicable specifications. All ties shall be furnished with end plate anti-split devices. Treatment shall consist of seven (7) 50-50 creosote/petroleum process conforming to AWP-C6 specifications.

Switch ties shall be new grade switch ties of the appropriate dimension and length required by the latest AREMA portfolio plan No. 112-08. All switch ties shall be new

grade switch ties of the appropriate dimension and length required by the drawing referenced in Section 8-31.2(9). Ties shall be mixed hardwoods and shall conform to A.R.E.M.A. and AWP specifications. The ties shall be of sound wood and well manufactured in accordance with applicable specifications. All ties shall be furnished with end plate anti-split devices. Treatment shall consist of seven (7) 50-50 creosote/petroleum process conforming to AWP-C6 specifications.

#### **8-31.2(5) Joint Bars**

All joint bars shall be new domestic steel 6 hole, 36" joint bars 115RE standard punch.

#### **8-31.2(6) Rail**

Rail for this project shall be new 115RE, AREMA head hardened domestic rail. Rail shall be supplied in 80-foot lengths with not more than 10% short rails between 33 feet and 39 feet in length.

Other track material (OTM) shall consist of bolts, tie plates, joint bars, gauge rods, spikes/fasteners, rail anchors, screw spikes, "e" clips, and compromise bars.

#### **8-31.2(7) Tie Plates**

In all tangent sections of track all tie plates shall be new and shall conform to A.R.E.M.A. Plan 7 or 8 – "A.R.E.M.A. 14" tie plates for 5-1/2" wide rail base.

In the curves, crossings, and switch areas of the project all tie plates shall be new Pandrol style with "e" clips and new screw spikes designed for 115RE rail.

#### **8-31.2(8) Rail Anchors (A.R.E.M.A., Chapter 5, Part 7)**

Rail anchors shall meet A.R.E.M.A. standard material, size, and shape for drive-on style rail anchors.

#### **8-31.2(9) Turnouts**

Contractor shall supply complete new domestic, 115RE, insulated #9 and #7 turnouts as shown in the plans. Materials supplied for the switches will include:

All rail, switch points (excluding tip), frogs, and guard rails shall be DOMESTIC, all other OTM may be foreign or domestic.

Switch will be in accordance with 2008 AREMA Portfolio of Track work Plans, Plan No. 112-08 for 16' 6" switch and #9 AREMA turnout and #7 turnout. Switches will have Manganese Tips per AREA 220 and Head Hardened 16' 6" Double Reinforced Knife Point switch points (AREA Detail 6100) with Transit style clips and fixed heel blocks (Plan No. 221-03). Switch will include all Turnout rails, Stock rails, and Closure rails utilizing AREMA 115RE Head Hardened Rail and include all associated screw spike plates, screw spikes and elastic fasteners (Pandrol Style) and Progress Rail 5' 0" U69 Raised Switch Point Guard Rail Assembly (drawing number P-207550) Adjustable Switch Point Guard or approved equivalent. Joint bars (6 hole) and bolts shall be included.

Switches shall come equipped with Ecoslide style switch point rollers designed for 16' 6" switch points and plates. Ensure compatibility with specific slide plates and switch point bolt patterns for proper operation.

All mixed hardwood switch ties, in accordance with AREMA guidelines, shall be included. Insulated Turnouts shall include all necessary insulated 6 hole joint bars.

Frogs (non-EDH) shall be in accordance with 2008 AREMA Portfolio plan No. 623-03; No. 9 Rail Bound Manganese Steel Frog (16 foot) for 115RE HH Rail with screw spike plates, screw spikes and elastic fasteners. Frogs shall be drilled for three (3) bolts to match the specified rail.

Guard Rails shall be in accordance with 2014 AREMA Portfolio plan No. 504-03 (13 feet; with HH Rail) and fastened with screw spike plates and elastic fasteners.

Switch stand shall be a new Racor Model 22-E with low banner with 45" tri-handle "Backsaver", and adjustable connecting rod (42-inches) and bolts with lock washers and cotter pins. The bolt hole in the switch stands, connecting rods and switch rods will all be the same matching diameter with matching size bolts. Mismatch of bolts and bolt holes will be cause for rejection. All switch bolts will be designed for cotter pins.

For the two switches with ties to be changed out the following ties shall be replaced.

Turnout #	Location	Tie Length and Quantity
Turnout #5	Station 116+16	<ul style="list-style-type: none"><li>• 9 foot – 2 ea.</li><li>• 11 foot – 1 ea.</li><li>• 12 foot – 2 ea.</li><li>• 13 foot – 3 ea.</li><li>• 14 foot – 2 ea.</li><li>• 16 foot – 1 ea.</li></ul>
Turnout #6	Station 117+21	<ul style="list-style-type: none"><li>• 9 foot – 4 ea.</li><li>• 10 foot – 2 ea.</li><li>• 11 foot – 4 ea.</li><li>• 12 foot – 2 ea.</li><li>• 13 foot – 2 ea.</li><li>• 14 foot – 3 ea.</li><li>• 15 foot – 2 ea.</li></ul>

### **8-31.2(12) Geotextile**

Geotextile fabric shall be a ground stabilization fabric designed for use under railroad track bed. All geotextile fabric shall be 12 oz. needle-punched, non-woven polypropylene. Geotextile shall be GEOTEX 1201 manufacturer's spec. or approved equal.



1 **8-31.2(13) Insulated Joints**

2  
3 Insulated joints shall be Toughcoat Polybar non glued.  
4

5 **8-31.2(14) Compromise Joints**

6  
7 All compromise joints shall be new domestic steel 6 hole, 36" bars 115RE to 112RE  
8 standard punch.  
9

10 **8-31.3 Construction Requirements**

11  
12 **8-31.3(1) General Requirements**

13  
14 Track work shall be in conformance with the standards of the A.R.E.M.A. and the  
15 requirements set forth in these Special Provisions. Workmanship shall be of the best  
16 quality to produce a finished installation as specified.  
17

18 The Contractor shall comply with all applicable FRA track and work place safety  
19 regulations, and Tacoma Rail Rules. All contractors and subcontractors personnel  
20 protective equipment (PPE) must include steel toed boots and a high visibility safety vest  
21 at a minimum which must be worn while on Tacoma Rail facilities. Contractors and  
22 subcontractors may implement more comprehensive PPE requirements for their  
23 personnel and must comply with Tacoma Rail safety RULES.  
24

25 The Contractor shall notify "One Call" Utility locate and locate existing underground  
26 utilities in the area of work prior to any excavation.  
27

28 **8-31.3(1)A Construction Surveying**

29 The City will provide survey control reference points for use by the Contractor's  
30 surveyor. The Contractor shall be responsible for providing construction surveying to  
31 establish grades and sections from the City provided information. All work shall be done  
32 in accordance with Section 1-05.4 of the Standard Specifications.  
33

34 **8-31.3(2) Demolition**

35 Locate, identify, and protect utilities that remain, from damage. Protect bench marks,  
36 survey control points, and existing structures from damage or displacement.  
37

38 Rail removal and replacement shall occur over the section of track shown in the plans.  
39 The contractor shall remove all plates, spikes and bolts along with the existing rail and  
40 replace the OTM as defined in 8-31.2 Materials. All costs for removing the old rail and  
41 OTM shall be included in the unit pay item "Remove and Replace Rail".  
42

43 Rail removal and relay shall occur over the section of track shown in the plans. The  
44 contractor shall remove all plates, spikes and bolts along with the existing rail and  
45 replace the OTM as defined in 8-31.2 Materials. All costs for removing the old rail and  
46 OTM shall be included in the unit pay item "Remove and Replace Rail".  
47

48 The removal of the existing switches will be paid for under the unit pay item "Remove  
49 and Install 115 RE \_\_\_ Turnout". The switches are defined to be from the end of the  
50 stock rails ahead of the switch points to the last long tie. The removal and disposal of all

1 rail, frogs, ties and other OTM including the switch stands within this area shall be  
2 included in this pay item.

3  
4 Costs for recycling the rail and other track material shall be credited to unit pay item  
5 "Steel Recycle Recovery".

### 6 7 **8-31.3(2)F Railroad Tie Disposition**

8  
9 The following information on tie disposal is provided for bidder information:

#### 10 11 Railroad Tie Disposition

12  
13 The contractor will be responsible for the removal and disposal of all railroad ties to be  
14 replaced as a result of this project in accordance with applicable Washington State and  
15 local regulations. Allowable disposal options include sale to the public for retaining  
16 walls, fencing, structural timbers, and landscape articles, sale to landscape supply  
17 businesses, and landfilling at a permitted solid waste landfill **which will accept the**  
18 **wood**. The contractor shall be responsible for all transportation of the ties as well as the  
19 securing of any required disposal authorizations from the local health department and  
20 any necessary laboratory analyses. Most ties will not be of sufficient quality to be sold to  
21 the public and must be landfilled.

22  
23 The proposal for this contract must include a plan for the disposal of the wood which  
24 details how and where any sale to the public will occur and where the unusable ties will  
25 be landfilled. The landfill proposal must also include a description of the required  
26 permits, authorizations, analyses, or other special requirements (such as size  
27 restrictions). The contractor must supply a copy of any dump receipts to the project  
28 inspector. Any disposal methods proposed other than those allowed above must be  
29 accompanied by a detailed plan for the disposal alternative.

### 30 31 32 **8-31.3(2)G Rail Disposition**

33  
34 The following information on Rail disposal is provided for bidder information:

#### 35 36 Rail Disposition

37  
38 The successful bidder will be responsible for the removal and disposal of all rail not  
39 reused as part of this contract. 100% of all rail generated as a result of this project shall  
40 be recycled or resold and other track material not being retained by Tacoma Rail. The  
41 contractor shall provide receipts to the City showing the credit for recycling or reselling  
42 the rail. This credit will be accounted for in the unit line item "Steel Recycle Recovery" at  
43 the end of the project. An estimated credit has been entered into this line for the  
44 convenience of bidding.

45  
46 The costs for removing and hauling the rail and OTM from the site to the recycler or re-  
47 seller shall be included in associated unit cost price "Remove and Replace Rail",  
48 "Remove Switch", or "Remove and Install 115RE\_\_ Turnout".

1 **8-31.3(3) Excavation**

2  
3 The finished subgrade surface shall be within plus or minus 0.05 foot from the specified  
4 elevation. The finished surface shall be compacted to a firm, dense, and unyielding  
5 condition using a heavy, self-propelled vibratory roller in accordance with WSDOT  
6 Standard Specifications 2-06 and 2-07. The contractor shall maintain the moisture  
7 content of the material being compacted to within 3 percent of optimum. The finished  
8 subgrade surface shall be compacted to 95-percent compaction as determined by ASTM  
9 D1557. Should site conditions prevent attaining 95-percent compaction, the surface  
10 shall be rolled with multiple passes until density tests indicate that no further compaction  
11 will be accomplished with additional passes.

12  
13 Locate, identify, and protect utilities that remain, from damage.

14  
15 Protect bench marks, survey control points, and existing structures from damage or  
16 displacement.

17  
18 Excavation shall be done the full length of the excavation area as shown in the project  
19 plans in order to establish subgrade. Excavation limits shall be six feet either side of the  
20 center line of rail, with a maximum 2 to 1 slope and the bottom of excavation shall be 8  
21 inches below the existing ties or 24 inches below the top of rail elevation.

22  
23 All excavated material is considered contaminated and shall be hauled to the disposal  
24 facility by the contractor. Tacoma Rail will pay disposal fees directly to LRI.

25  
26 To accommodate the excavation the contractor shall remove and reuse all ties in the  
27 excavation areas, other than those marked for replacement. All costs for excavation,  
28 stockpiling, hauling to stockpile area and loading out from stockpiles shall be included in  
29 the unit pay item "Excavation, including Disposal & Haul".

30  
31 All costs for removing and reusing the ties in the excavation areas shall be included in  
32 the unit pay item "Excavation, including Disposal & Haul".

33  
34 **8-31.3(4) Geotextile**

35  
36 Geotextile shall be placed as recommended by the manufacturer and the following basic  
37 guidelines:

38  
39 1) Keep the fabric taut and wrinkle free as it is rolled onto the subgrade.  
40 Overlap fabric sections a minimum of 30-inches at the joints.

41  
42 2) Back-dump aggregate onto the fabric in such a manner to cushion and  
43 protect the fabric. Do not allow construction equipment to operate directly on  
44 the fabric.

45  
46 All costs for installing the geotextile in areas that are to be excavated shall be placed in  
47 the respective unit price pay items:

48 "Remove and Replace \_\_\_\_ Turnout"

49 "Remove and Replace \_\_\_\_ Crossing"

1 **8-31.3(5) Track Ballast**

2  
3 Ballast for adjusting existing tracks shall be placed in layers of sufficient depth to  
4 provide material for the raising and tamping of ties to construct finished railway to the  
5 lines and grades established in the drawings.

6  
7 Ballast shall be placed in all excavated limits.

8  
9 **8-31.3(6) Ties**

10  
11 The Contractor shall tamp all installed switch and cross ties and restore the track  
12 bedding that is disturbed during the tamping process. After tamping, the cribs must be  
13 properly filled in accordance with the standard ballast section.

14  
15 Unless otherwise specified, cross ties in all curves shall be spaced at 19.5-inches on  
16 center. Ties located on tangent track shall be installed at 21.5 inches on center. Space  
17 shall be equidistant from all points and support rails at end of joint-bars. Ties shall be  
18 moved only with tongs and shall not be moved or placed beneath rails with picks, mauls,  
19 sledges or spiking hammers.

20  
21 Ties shall be placed in the track with the wide surface nearest the heart down and  
22 square to-the-line of the rail with the ends lined uniformly.

23  
24 Cross ties to be replaced shall be marked in the field by the engineer prior to the work  
25 commencing.

26  
27 **8-31.3(7) Track Construction**

28 Track construction shall include the installation of ties and 115RE rail including all other  
29 track materials (OTM) such as Pandrol/standard plates, screw/cut spikes, elastic  
30 fasteners, anchors, joint bars, bolts, etc.

31  
32 The Contractor shall conduct track installation in a manner to avoid damage to adjacent  
33 ties, rail, hardware, and other existing improvements along the Tacoma Rail tracks. All  
34 damage to existing facilities shall be repaired by the Contractor at no cost to the  
35 contract.

36  
37 **8-31.3(7)A Tolerances**

38 Close tolerances are expected. Unless otherwise specified, the gauge, alignment, and  
39 surface of the track will meet the following standards:

- 40                   A. *Gauge Variation* 1/8-inch  
41                   1. Gauge through turnout (gauge plate to last long tie) shall be  
42                   within prescribed limits with no additional tolerances.
- 43                   B. *Cross Level (Changes between any two points less*  
44                   *than 62 feet apart):*  
45                   1. On tangents 1/4-inch  
46                   2. On curves (Variation from specified super elevation)  
47                   1/4-inch

C. *Horizontal Track Alignment (Maximum allowable deviation of the middle ordinate from a 62-foot chord)*

1. On curves 3/8-inch
2. On tangents 1/2-inch

D. *Vertical Track Profile:*

1. Maximum permissible runoff per 40-feet shall not exceed 1-inch
2. Deviation from profiles at middle ordinate of 62-foot chord 1/2-inch
3. Maximum permissible variation from design shall not exceed 1/2-inch

E. *Mismatch of Rails at Joints:*

1. On the tread of the rail ends 1/16 - inch
2. On the gauge of the rail ends 1/16 - inch

**8-31.3(7)B Track Laying**

Where relay rail is used, care shall be exercised in matching adjacent rails to prevent lipped or uneven joints, and any mismatched rail ends shall be welded or ground. Rail joints will not be placed in road crossings or within the limits of switch points or guard rails. Unless otherwise approved, rails shall be laid with staggered joints such that the joints in opposite rails on tangents shall be staggered not less than 18-feet apart, joint on curves in opposite rails shall not be staggered less than 18-feet and not more than 19-feet, 6-inches apart except as closer joints may be required at insulated joints or turnouts. In laying rail on curves, care shall be taken to put in short rails at proper intervals in the low rail and in the low rail side on tangents adjacent to the curve to maintain the proper stagger throughout the curve. Temporary shims shall be used to secure proper spacing between ends of rails. The rail temperature, at the time of laying, shall determine the number and thickness of shims required. Shim thickness shall be in accordance with the following table.

78-Foot Rail - 68 Joints Per Mile

<u>Rail Temperature Degree F</u>	<u>Expansion (Inches)</u>
Below 35	5/16
35 to 47	1/4
48 to 60	3/16
61 to 73	1/8
74 to 85	1/16
Over 85	None

A rail thermometer shall be used to ascertain the temperature of the rail, and in making the reading, it shall be placed on the rail base on the side away from the sun.

**8-31.3(7)C Super Elevation**

Curved track will be super elevated as shown:

Degree of Curve	Elevation
3° - 12°	1/4-inch
Over 12°	TBD per specific location

Super elevation will be achieved by raising the outer rail and maintaining inner rail at the elevation shown on the profile.

**8-31.3(7)D Track Gauge**

Track gauge shall be as follows:

Degree of Curve	Gauge
0° - 8°	56 ½ Inches
Over 8°	56 ¾ Inches
Turnouts (gauge plate to last long tie)	56 ½" – 56 ¾".

**8-31.3(7)E Tie Plates**

Tie plates shall be set in correct position on the ties, true-to-gauge, and with shoulders in full contact with the rail. There shall be one (1) tie plate under each rail at each tie; one (1) tie plate for running rail and guard rail. All tie plates shall be double shouldered.

Tie plates should be free from dirt and foreign material when installed.

Care must be exercised to see that canted tie plates are applied so as to cant the rail inward. Tie plates must be placed square with the rail and centered on the tie. Particular care must be given to see that the tie plate shoulders are never under the base of the rail and that the plates are well seated on the ties and the rail properly seated on the tie plate.

Adzing of the ties may be necessary to properly install the plates and lay the track. The contractor shall adze the ties if necessary. When adzing the ties the contractor shall use a mechanical adzing device. Hand adzing of the ties is not allowed.

**8-31.3(7)F Angle Bars and Bolting**

Rail joints shall be applied before the track is spiked. A lubricant shall be applied on the rail within the area of the joint bar at the time of installation. Bars shall be properly seated and lined up with the rail in a vertical position.

Corrosion resistant lubricant should be applied to bolts, prior to the application of the nuts, to reduce the variation of thread friction and promote the uniformity of tension obtained.

1 Angle bars shall be secured in place with the full number of bolts, nuts, and lock  
2 washers. Bolts shall be staggered with heads placed inside and outside alternately, and  
3 shall be drawn tight before spiking. All bars shall be fully bolted.

4  
5 All bolts shall be tightened to prescribed torque before track is turned over to operation.  
6 Bolts shall be tightened in the proper sequence to properly seat joints beginning at the  
7 center of the joint and working both ways to the ends of the joint. Track bolts will be  
8 retightened within an appropriate period after track has been put into service as  
9 determined by Tacoma Rail.

10  
11 No holes are to be burned in rail under any circumstances. When drilling is necessary,  
12 all chips and burrs shall be removed before applying joints.

13  
14 If transitions between 115RE rail and the existing main line rail are necessary, they shall  
15 be made by compromise bars. This contract will require 15 pairs of 115RE to 112RE  
16 compromise joints.

17  
18 **8-31.3(7)G Spiking**

19 Shall be conducted only in tangent track unless otherwise stated in the specifications.  
20 Rails shall be spiked promptly after laying. The rail shall be properly seated in the tie  
21 plates with the edge of the rail base and the field shoulder of the tie plates aligned and in  
22 contact.

23  
24 A minimum of two (2) rail holding spikes is required. These spikes shall be so staggered  
25 that all outside spikes are on the same side of the tie and inside spikes on the opposite  
26 side of the tie. Relay ties shall be plugged with treated plugs prior to spiking.

27  
28 All spikes shall be started and driven vertically and square with the rail and so driven as  
29 to allow 1/8-inch to 3/16-inch space between the underside of the head of the spike and  
30 the top of the base of the rail. In no case shall the spikes be overdriven or straightened  
31 while being driven. No spikes shall be driven against the ends of joint bars.

32  
33 Necessary gauging shall be done at the time rail is laid and, unless otherwise provided,  
34 the gauge shall be 4' -8-1/2" between points 5/8-inch below the top of rail on the two (2)  
35 inside edges of the rails. In laying the second line of rail, gauging shall be done at least  
36 at every third tie. The rail shall be held to gauge while line spikes are being driven.

37  
38 In the event that a spike must be withdrawn or open spike holes are encountered, the  
39 spike hole shall be immediately plugged with a treated tie plug of the proper size to  
40 completely and tightly fill the hole. To be prepared to accomplish this requirement, the  
41 contractor shall have treated tie plugs available and ready to use, whenever railroad  
42 work is being performed on the site. Old spike holes should be plugged when  
43 regauging.

44  
45 For railroad tracks on tangents, two (2) spikes to the rail shall be used on each tie plate.  
46 On curves, turnouts, or crossovers, a minimum of three (3) spikes to the rail shall be  
47 used on each tie plate, specifically two on the gage side and at least one spike on the  
48 field side of each rail. On crossings a minimum of four (4) spikes to the rail shall be  
49 used on each tie plate.

Spikes shall be staggered to avoid splitting ties. Track shall be gauged at joints, center, and quarters as the spikes are driven; and the gauge shall not be removed until the spikes are driven home. Gauging shall be accurate in all respects.

#### **8-31.3(7)H Rail Anchors**

All turnouts and all track within 78-feet of turnouts shall have every tie box anchored at every rail.

All track within the project limits shall have every third tie box anchored at each rail. Rail anchors shall be applied as shown in the latest A.R.E.M.A. Manual Plan page 5-5-18, Diagram 2.

Rail anchors shall be placed tight against each side of the tie. The anchors must be applied against the same tie on opposite rails. Rail anchors, when used must have full bearing against a sound tie. The full quota of rail anchors shall be applied prior to the passage of a train over the new rail.

When anchors are applied to one (1) rail, anchors are also required on the opposite rail of the same track. Rail anchors should be applied on the gauge side of the rail except where insufficient clearance restricts the use of the anchor or application tool, in which case anchors may be applied from the field side of the rail where clearance permits.

“e” clip elastic fasteners are an approved alternative to rail anchors so long as the 78 feet requirement is followed.

#### **8-31.3(8) Turnouts (switches)**

Turnouts shall include all major items, accessories, equipment (ties, bolts, blocks, plates, braces, etc.) and machining for a complete usable unit. Turnouts shall be fabricated in accordance with the latest AREMA portfolio of track work plans.

This work shall include the removal of the existing track, ties, and tie disposal.

#### **8-31.3(10) Crossing Upgrades**

This work shall consist of all labor, equipment and materials to upgrade the asphalt crossing at Station 213+50.

Demolition of the crossing shall include the work described in section 8-31.3(2).

The tracks shall have a super elevation of 0” within the driveway.

Construction shall include the installation of an 6” asphalt sub-base, a ballast section as shown on the plans, 10 foot cross ties, rail, OTM, roadway rock base, and asphalt to replace the roadway and an asphalt sub-base.

Geotextile fabric shall be used in all excavation limits outside the asphalted roadway section where the 6” asphalt sub-base is not required.

Contractor shall supply Pandrol tie plates, “e” clips, and lags for all 10ft. ties within the crossing limits.

Contractor shall be responsible for all thermite welding processes.



To assist the contractor in bidding the project the following quantities, and material data is provided. All quantities and information shall be field verified by the contractor:

Materials	Size	Quantity
Ties	7"x9"x810'	48
Rail	115 lb	72 track feet
Ballast	#4	95 tons
Asphalt	HMA Cl. ½" PG 64-22	60 tons
Crushed Surf.Top Crse	Section 4-04	8 tons
Remove Existing Pavement, Type I Class A4		70 square yards

*\* This quantity is based on using 18.0" tie centers for all 10' long ties. The contractor shall use this spacing unless the panel manufacturer recommends a closer spacing.*

The rails throughout the crossing shall be so laid to eliminate joints within the crossing. The nearest joint should be not less than 12 feet from the asphalt/concrete edge of the crossing. Where necessary, long rails shall be used or the rail ends shall be welded to form continuous rail through the crossing. Rails shall be spiked to line, and the track shall be thoroughly and solidly tamped to uniform surface.

The track should be raised to true surface and the ties tamped to a tight bearing against the raised rail. After all tamping operations, the cribs must be properly filled in and the track finished in accordance with the standard ballast section.

#### 8-31.4 Measurement

"Project Surveying", shall be per lump sum.

"Remove and Replace Rail", shall be per linear track foot as marked in the field by the City. Track feet will be measured along the center line of track.

"Select Cross Tie Replacement", shall be per each.

"Select Switch Tie Replacement", shall be per each.

"Raise Surface Line and Dress", shall be per linear track foot as marked in the field by the City. Track feet will be measured along the center line of track.

"\_\_\_ Ballast Incl. Haul", shall be per ton.

"Excavation, Including Disposal & Haul", shall be per ton.

"Remove and Install 115 RE, \_\_\_ Turnout", shall be per each.

"Remove and Replace \_\_\_ Crossing", shall be per each.

1 "Pandrol Plate Installation, shall be per track foot.

2  
3 "Steel Recycle Recovery", Estimated.

4  
5 **8-31.5 Payment**

6  
7 Payment will be made in accordance with Section 1-04.1, for each of the following bid  
8 items that are included in the proposal:

9  
10 "Project Surveying", per lump sum.

11 The price per lump sum price "Project Surveying" shall be full pay for all labor,  
12 equipment and materials to provide construction surveying during the project.

13  
14 "Remove and Replace Rail", per linear track foot.

15 The price per linear track foot for "Remove and Replace Rail" shall be full pay for all  
16 labor, equipment, and materials necessary to remove the existing rail, segregate and  
17 dispose of the rail, and install the new rail, adze the existing ties as necessary, weld rail  
18 joints in areas shown in the plans, and install the OTM as described in the specifications.

19  
20 "Select Cross Tie Replacement", per each.

21 The price per each for "Select Cross Tie Replacement" shall be full pay for all labor,  
22 equipment, and materials necessary to remove and dispose of the old ties, and install  
23 the new ties as described in the specifications.

24  
25 "Select Switch Tie Replacement", per each.

26 The price per each for "Select Switch Tie Replacement" shall be full pay for all labor,  
27 equipment, and materials necessary to remove and dispose of the old ties, and install  
28 the new ties as described in the specifications.

29  
30 "Raise Surface Line and Dress", per linear track foot.

31 The price per linear track foot for "Raise Surface Line and Dress" shall be full pay for all  
32 labor, equipment, and materials necessary to complete the Raise Surface Line and  
33 Dress as specified.

34  
35 \_\_\_\_ Ballast Incl. Haul", per ton.

36 The price per ton for \_\_\_\_ Ballast" shall be full pay for all labor, equipment, and materials  
37 necessary to furnish and place the ballast on the track.

38  
39 "Excavation, Incl. Disposal & Haul", per ton.

40 The price per cubic yard for "Excavation, Incl. Haul" shall be full pay for all labor,  
41 equipment, and materials necessary to excavate the track bed per neat line calculation  
42 to final grade, haul, store and dispose of the material. The City will pay LRI directly for  
43 the soil disposal fee.

44  
45 "Remove and Install 115 RE, \_\_\_\_ Turnout", per each.

46 The price per each for "Remove and Install 115RE, \_\_\_\_ Turnout" shall be full pay for all  
47 labor, equipment, and materials necessary to remove the existing turnout , installation of  
48 the new turnout, dispose of the switch ties, and all other rail hardware as described in  
49 the specifications.

50  
51 "Remove and Replace \_\_\_\_ Crossing", per each.

1 The price per each for "Remove and Replace \_\_\_\_ Crossing" shall be full pay for all  
2 labor, equipment, and materials necessary to remove and dispose of the ties, install new  
3 track ties, geotextile and all other rail hardware as described in the specifications. Costs  
4 shall also include costs for furnishing, installing and operating detour routes where  
5 applicable.

6  
7 "Pandrol Plate Installation", per track foot.

8 The price per lump sum price "Pandrol Plate Installation" shall be full pay for all labor,  
9 equipment and materials to provide and install the Pandrol plates, "e" clips, gauge rods  
10 as described. This pay item shall also include the removal and disposal all the old OTM  
11 in the area depicted on the plans.

12  
13 "Steel Recycle Recovery", Estimated.

14 The final credit for "Steel Recycle Recovery" shall be the actual cost the contractor  
15 receives from the metal recycler for all material recycled.

16  
17  
18  
19  
20 **END OF SECTION**  
21

**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:

<b>Sieve Size</b>	<b>Percent Passing*</b>
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)**

<b>Sieve Size</b>	<b>Percent Passing*</b>
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:*

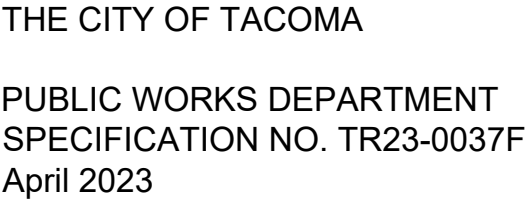
6  
7 Recycled materials will only be permitted upon approval of the Engineer. Recycled  
8 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,  
9 and extra excavation area backfill material.

10  
11  
12 **END OF SECTION**

13  
14  
15 **END OF SPECIAL PROVISIONS**

## **APPENDIX A**

### **PROJECT PLANS**

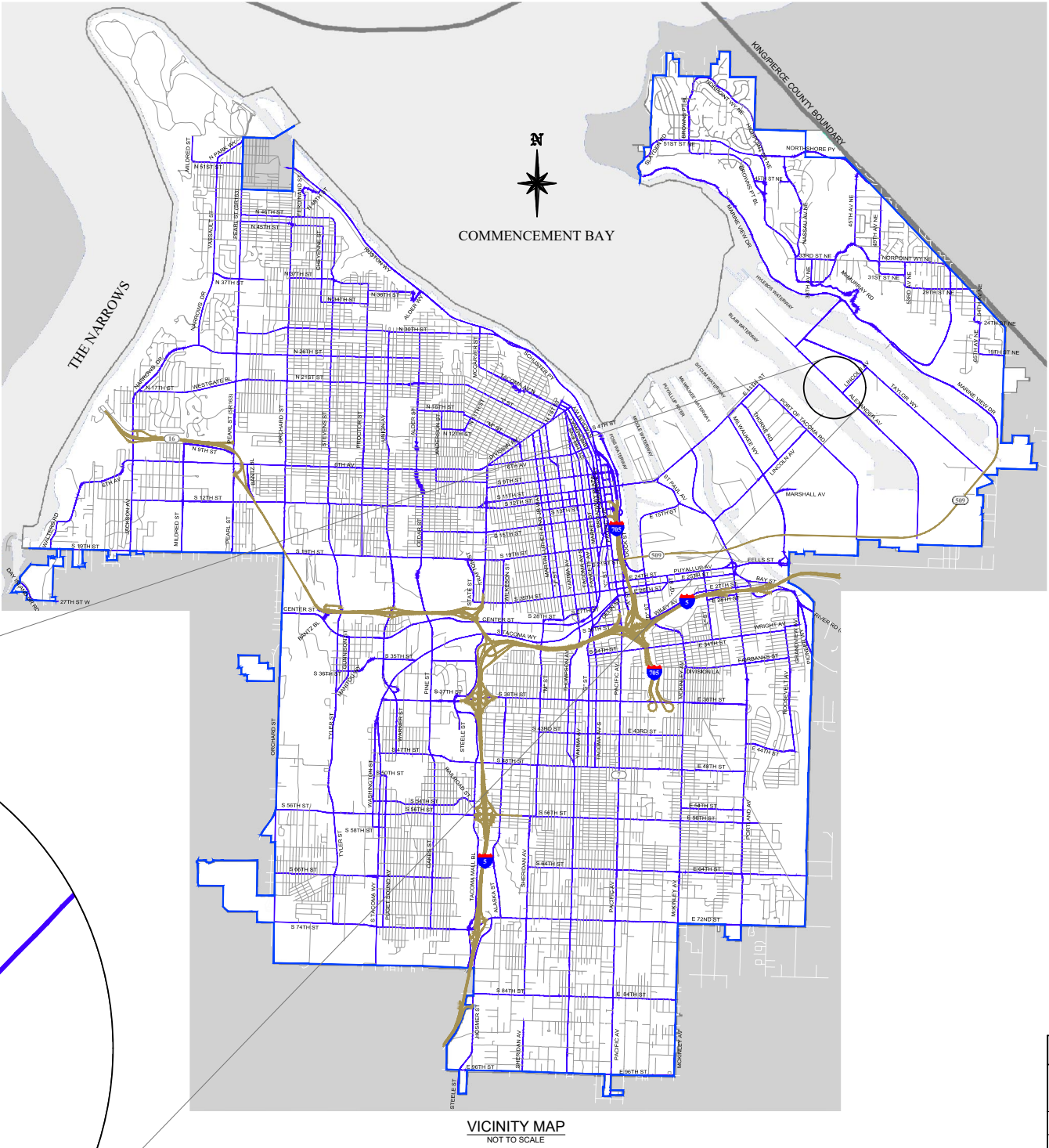


# RAIL IMPROVEMENT

## ALEXANDER WYE & STORAGE TRACKS

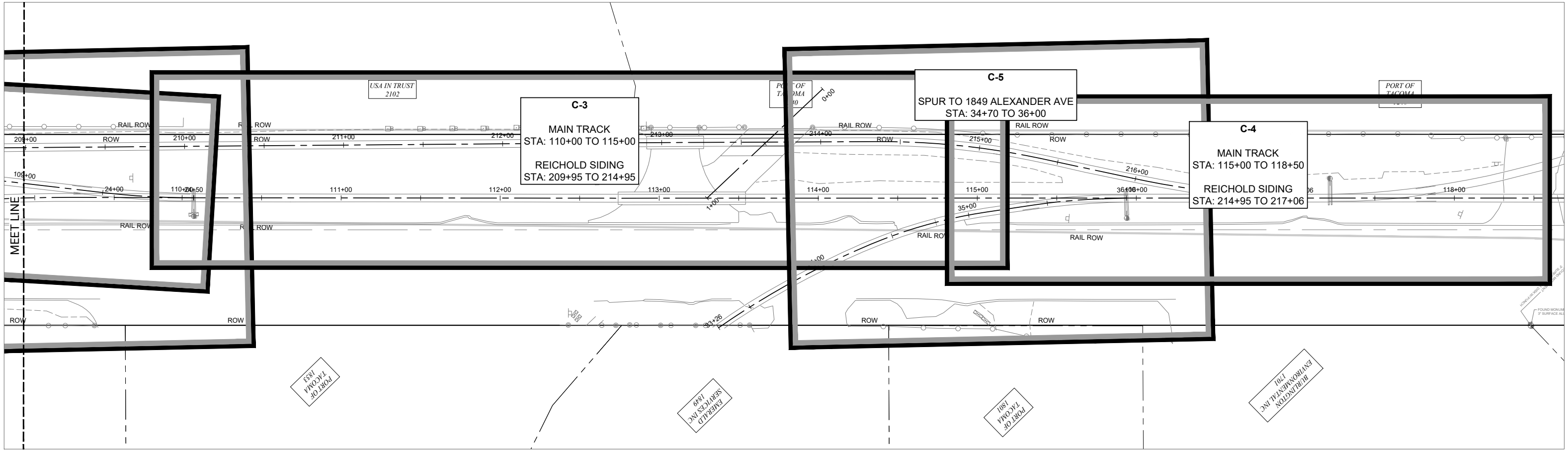
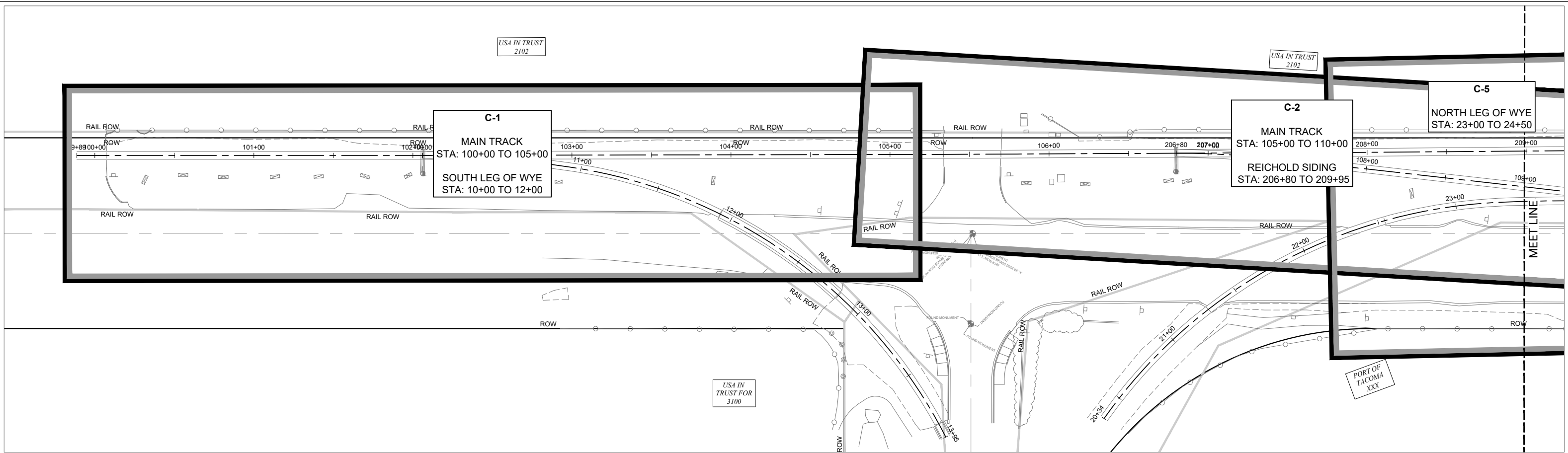
REPLACE SWITCHES, RAIL, TIES, AND CROSSING



PROJECT NUMBER: RAL-00125

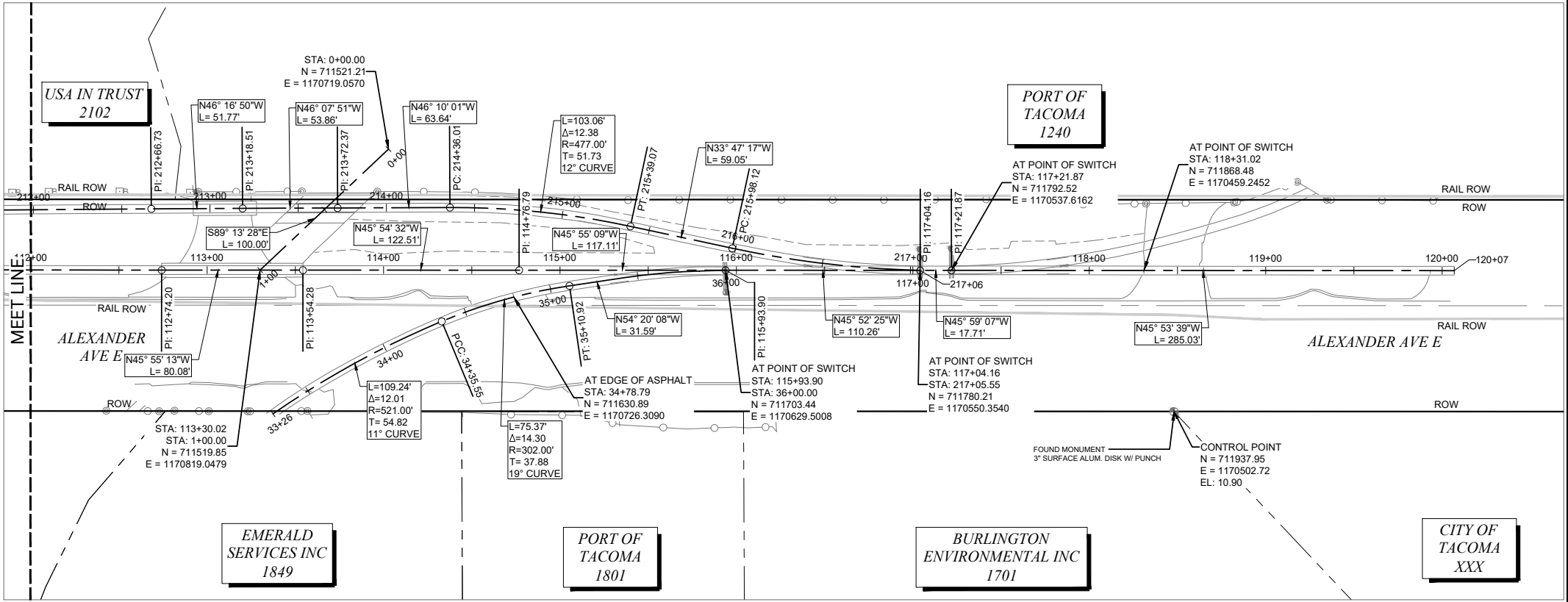
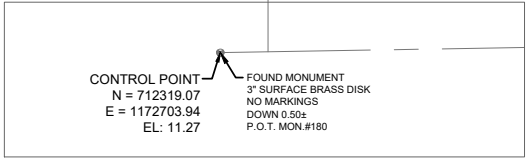
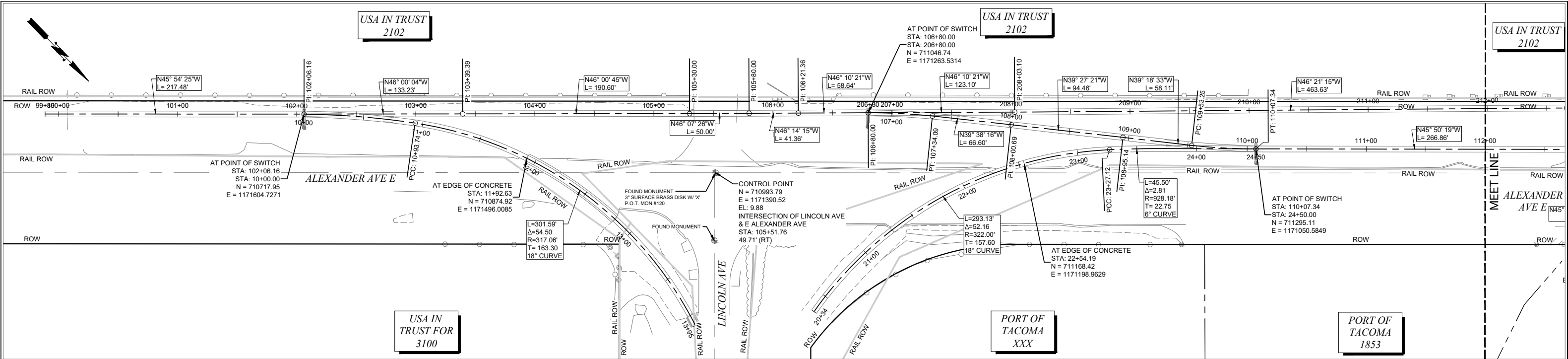
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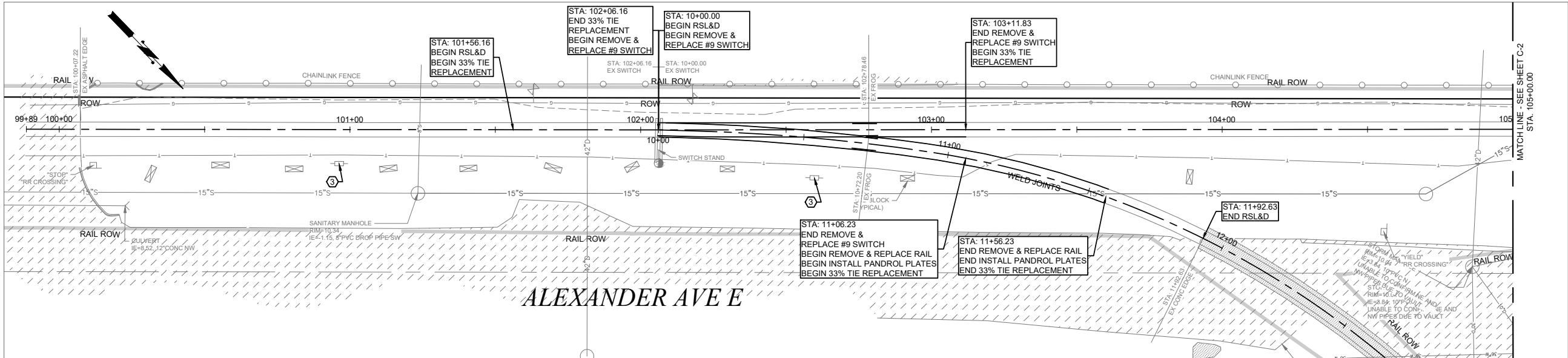


SURVEY SYMBOLS		REFERENCE LINETYPES				MISCELLANEOUS SYMBOLS				TRAFFIC SIGNAL INTERCONNECT AND POWER SYMBOLS				ABBREVIATIONS			
<div><div><div><div></div><div></div><div></div></div><div>CITY OF TACOMA</div></div><div><div>HORIZ. DATUM: N.A.D. 83/91</div><div>VERT. DATUM: N.G.V.D. 29</div><div>BENCH MARK: SBM/M.I.C.</div><div>INTERSECTION OF STREETNAME &amp; STREETNAME</div><div>ELEV. = XXX.XX</div></div></div>		LINETYPE	DESCRIPTION	EXISTING	REMOVE	NEW	DESCRIPTION	EXIST.	PROP.	DESCRIPTION	CL	CENTERLINE PROPERTY LINE	FL	FLOWLINE FOOT OR FEET	PC	POINT OF CURVATURE	
		----	CENTER LINE				BOLLARD			CONSTRUCTION NOTE	ADA	AMERICAN DISABILITY ACT	GAL	GALLON	PED	PEDESTRIAN	
<div>EXISTING</div>		----	EASEMENT LINE				MAIL BOX			SIGNAL POLE CONSTRUCTION NOTE	AP	ANGLE POINT	GALV	GALVANIZED	PG	PERFORMANCE GRADE	
		----	VACATE LINE				MAIL BOX USPS DROP BOX			WIRE NOTE	APPROX ASPH	APPROXIMATELY ASPHALT	GB	GRADE BREAK	POB	POINT OF BEGINNING	
<div>DESCRIPTION</div>		----	EX MON LINE				MONITORING WELL			SIGNAGE NOTE	CG	CURB AND GUTTER	GG	GUTTER GRADE	PT	POINT OF TANGENCY	
		----	NEW MON LINE				ROCKS			TYPE PPB POST W/PUSHBUTTON(S)	CB	CATCH BASIN	HMA	HOT MIX ASPHALT	PVC	POINT OF VERTICAL CURVE	
<div>EXISTING</div>		----	PROPERTY LINE				STREET SIGN			PEDESTRIAN PUSHBUTTON	CF	CUBIC FEET	HT	HEIGHT	PVI	POINT OF VERTICAL INTERSECTION	
		----	RIGHT OF WAY				STREET NAME SIGN			TYPE 1 SIGNAL POLE	CJ	CONTROL JOINT	HP	HIGH POINT	PVT	POINT OF VERTICAL TANGENCY	
<div>DESCRIPTION</div>		----	TEMPORARY CONSTRUCTION PERMIT LINE				SOIL BORING			PULL BOX	CL	CLASS	HWY	HIGHWAY	R	RADIUS	
		----					PILING			CONTROLLER CABINET	CMU	CORRUGATED METAL PIPE	IE	INVERT ELEVATION	RIM	RIM ELEVATION	
<div>EXISTING</div>		----	CONDUIT				AREA DRAIN			VEHICLE SIGNAL HEAD	CONST	CONCRETE	JT	JOINT	S	SOUTH	
		----	CABLE TV				CLEAN OUT			VEHICLE SIGNAL HEAD (WITH BACKPLATE)	COT	CITY OF TACOMA CRUSHED SURFACING TOP COURSE	LF	LINEAR FEET	SAN	SANITARY SEWER	
<div>DESCRIPTION</div>		----	FIBER OPTIC				MANHOLE, STORM & SANITARY			PEDESTRIAN SIGNAL HEAD	CSTC	CRUSHED SURFACING TOP COURSE	LP	LIGHT POLE	SF	SQUARE FEET	
		----	GAS				CATCH BASIN TYPE 1, 2 & BB			EMERGENCY PREEMPTION DETECTOR	CSBC	CRUSHED SURFACING BASE COURSE	LHT	LIGHTING	SQ	SQUARE	
<div>EXISTING</div>		----	POWER, OVERHEAD				CULVERT			SIGNAL POLE WITH MAST ARM	CY	CUBIC YARDS	LT	LEFT	SST	STAINLESS STEEL	
		----	POWER, UNDERGROUND							VIDEO DETECTION CAMERA	DEPT	DEPARTMENT	MAX	MAXIMUM	STA	STATION	
<div>DESCRIPTION</div>		----	STREET LIGHTING							MAST ARM MOUNTED SIGN	DWY	DRIVEWAY	ME	MATCH EXISTING	STD	STANDARD	
		----	TELEPHONE							STREET LIGHT, ON FOUNDATION	EA	EACH	MIN	MINIMUM	STM	STORM SEWER	
<div>EXISTING</div>		----	TRAFFIC SIGNAL CONDUIT							STREET LIGHT, ON METAL POLE	EL	ELEVATION	MISC	MISCELLANEOUS	TBC	TOP BACK OF CURB	
		----	TRAFFIC SIGNAL CONDUIT, FIBER OPTIC							UTILITY POLE WITH LIGHT	ENG	ENGINEER	MON	MONUMENT	TEMP	TEMPORARY	
<div>DESCRIPTION</div>		----	WATER							UTILITY POLE/ POWER POLE	ER	END OF RADIUS	MW	MONITORING WELL	TFC	TOP FACE OF CURB	
		----								STLIGHT ON WOOD POLE	EX	EXISTING	N	NORTH	TS	TOP OF SLOPE	
<div>EXISTING</div>		----								ORNAMENTAL POSTTOP	FF	FINISH FLOOR ELEVATION	NTS	NOT TO SCALE	TW	TOP OF WALL	
		----								YARD LIGHT	FG	FINISHED GRADE	OC	ON CENTER	TYP	TYPICAL	
<div>DESCRIPTION</div>		----								FLOODLIGHT	FH	FIRE HYDRANT	OFF	OFFSET	V	VERTICAL	
		----								EV INDICATOR LIGHTS			OV	OVERLAY	W	WEST	
<div>EXISTING</div>		----								CIRCLE DETECTOR 6'					W/O	WITHOUT	
		----								SQUARE DETECTOR 6X6					WSDOT	WASHINGTON STATE DEPT. OF TRANSPORTATION	
<div>DESCRIPTION</div>		----								DIAMOND DETECTOR 6X8							
		----								GUY, ANCHOR							
<div>EXISTING</div>		----								GUY, POLE							
		----								VAULT, CORNERS SURVEYED							
<div>DESCRIPTION</div>		----								VAULT, POWER, UNDERGROUND							
		----								JUNCTION BOX, TELEPHONE							
<div>EXISTING</div>		----								PEDESTAL, CABLE							
		----								PEDESTAL, TELEPHONE							
<div>DESCRIPTION</div>		----								VAULT, TELEPHONE							
		----															
<div>EXISTING</div>		----															
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<b>CALL BEFORE YOU DIG</b> EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POTHOLING AND AVOIDING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: <a href="http://www.callbeforeyoudig.org">www.callbeforeyoudig.org</a>			NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE APR 2023	SCALE 1" = 30'	DESIGNED CNS	CHECKED CNS	DRAWN COB	PROJECT NAME ALEXANDER WYE	DRAWING NAME ALEX-KEY.DWG	04/09/2023		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		KEY MAP ALEXANDER WYE ALEXANDER WYE & LINCOLN AVE		RAL-00125			
																			SHEET NO.	3				
																			SHEET	KM-1	OF	KM-1		

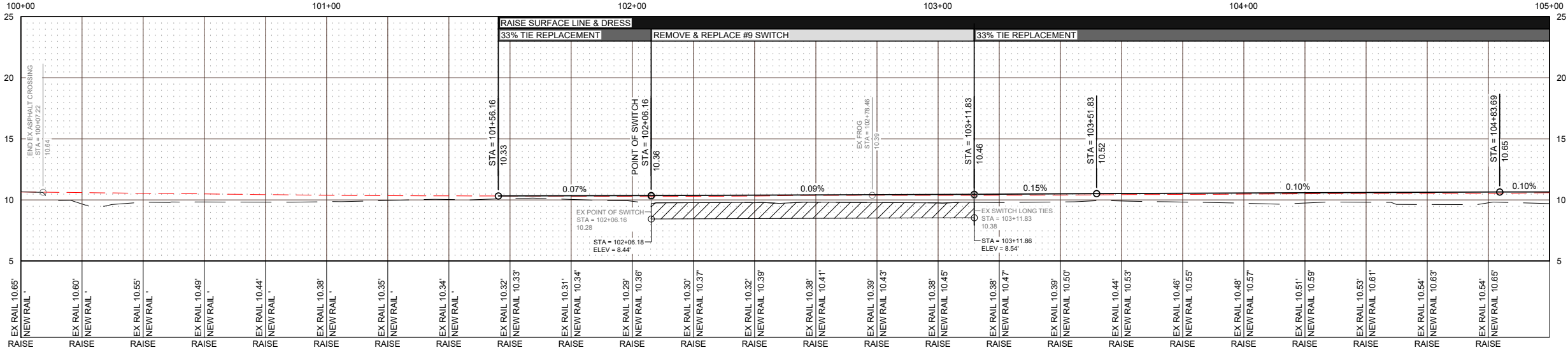




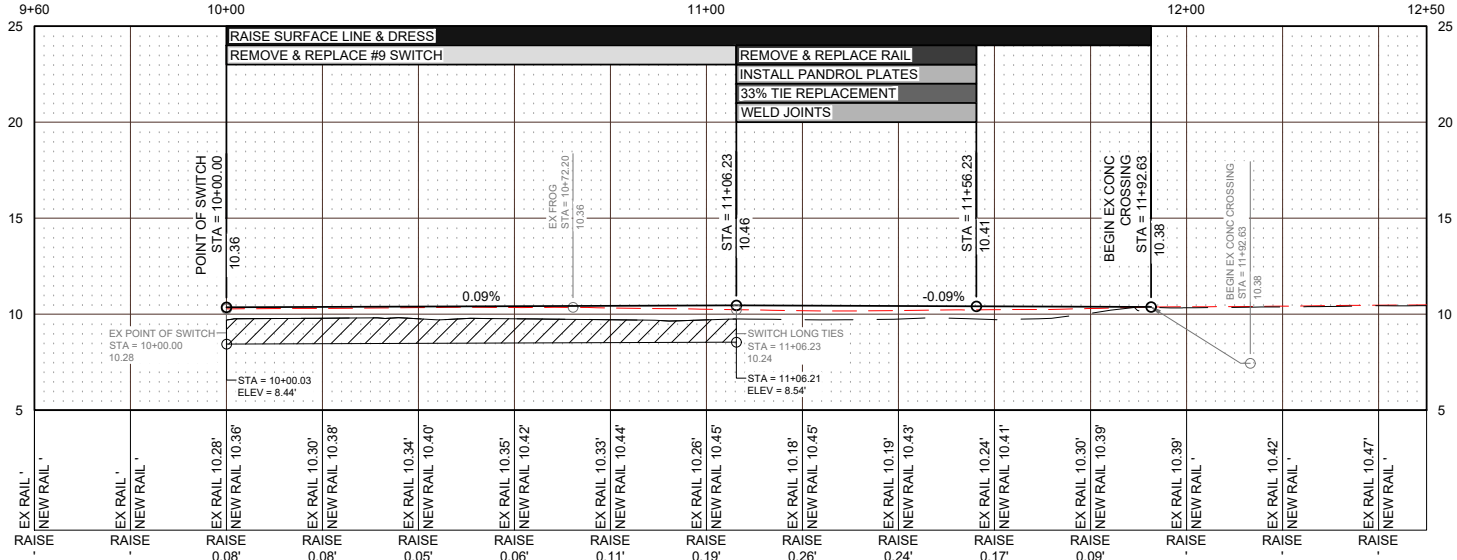
- ### CONSTRUCTION NOTES
- 1 PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
  - 2 CONSTRUCT ASPHALT DRIVEWAY CROSSING PER DETAIL ON SHEET DW-1
  - 3 PROTECT EXISTING POWER POLES

**UTILITY NOTE:**  
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MAIN @ STA 100+00.00 105+00.00 - VERTICAL SCALE: 5:1

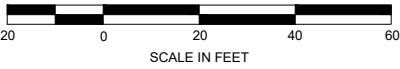


SOUTH LEG OF WYE @ STA 9+60.00 12+50.00 - VERTICAL SCALE: 5:1



HORIZ. DATUM: N.A.D. 83/11  
VERT. DATUM: NGVD29  
PER 2016 PORT OF TACOMA CONTROL MAP

BENCH MARK: #120 3" BRASS MONUMENT WITHIN THE INTERSECTION OF LINCOLN AVE. AND E. ALEXANDER AVE  
ELEVATION = 9.88'



**CALL BEFORE YOU DIG**  
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REVISION		DATE	APPD
NO			

FINAL CONSTRUCTION CHECKED	DATE
BY	APR 2023
DATE	CNS
FIELD BOOKS	CNS

SCALE	1" = 20'
DESIGNED	CNS
CHECKED	CNS
DRAWN	COB
PROJECT NAME	ALEXANDER WYE
DRAWING NAME	ALEX-CONST.DWG



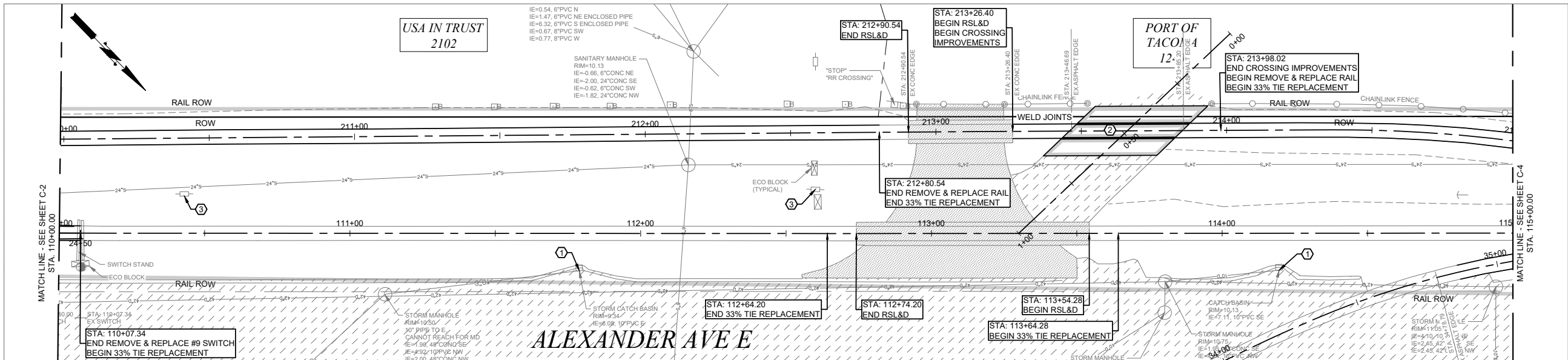
ENGINEERING DIVISION MANAGER
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CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS  
RAIL CONSTRUCTION PLAN & PROFILE  
ALEXANDER WYE  
STA 100+00 TO 105+00 & 10+00 TO 12+00

SHEET NO.	5
SHEET	C-1 OF C-5



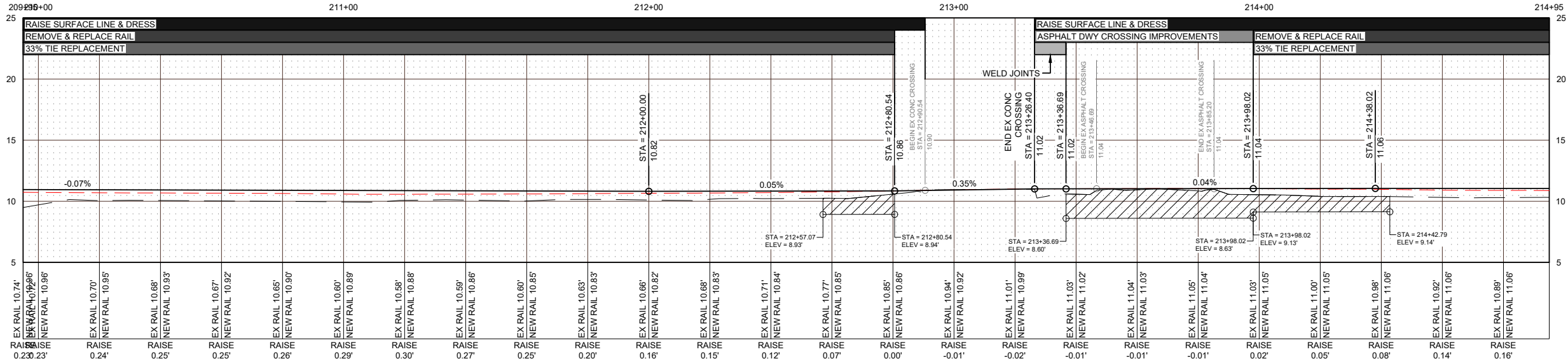




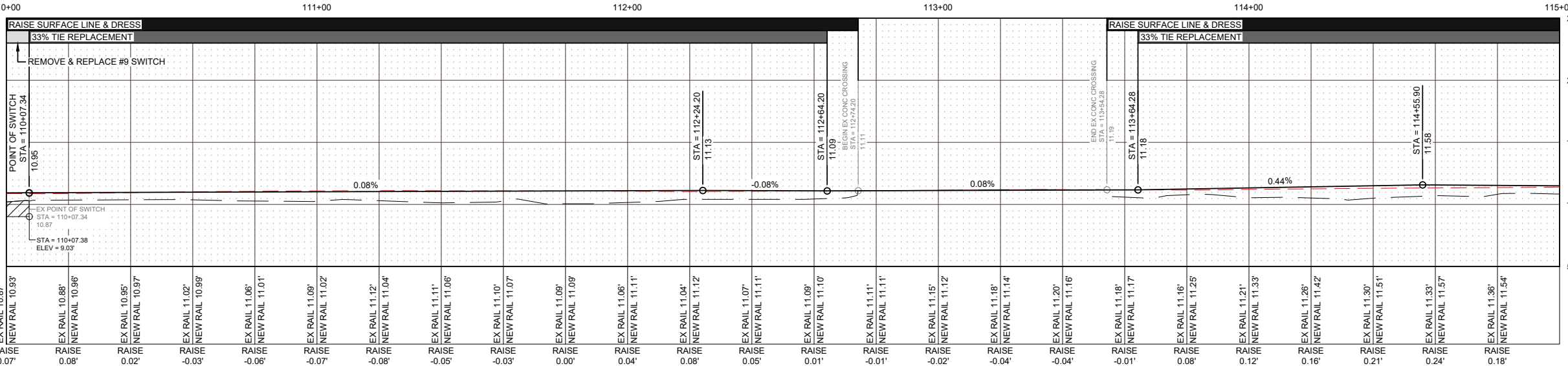
- ### CONSTRUCTION NOTES
- 1 PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
  - 2 CONSTRUCT ASPHALT DRIVEWAY CROSSING PER DETAIL ON SHEET DW-1
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REICHOILD SIDING @ STA 209+95.00 214+95.00 - VERTICAL SCALE: 5:1



MAIN @ STA 110+00.00 115+00.00 - VERTICAL SCALE: 5:1



HORIZ. DATUM: N.A.D. 83/11  
VERT. DATUM: NGVD29  
PER 2016 PORT OF TACOMA  
CONTROL MAP

BENCH MARK: #120 3" BRASS  
MONUMENT WITHIN THE  
INTERSECTION OF LINCOLN AVE.  
AND E. ALEXANDER AVE  
ELEVATION = 9.88'



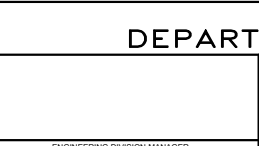
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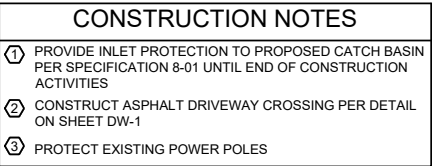
NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE APR 2023	SCALE 1" = 20'
BY CNS	CNS	DESIGNED CNS
DATE	DRAWN COB	PROJECT NAME ALEXANDER WYE
FIELD BOOKS	DRAWING NAME ALEX-CONST.DWG	DATE 04/09/2023



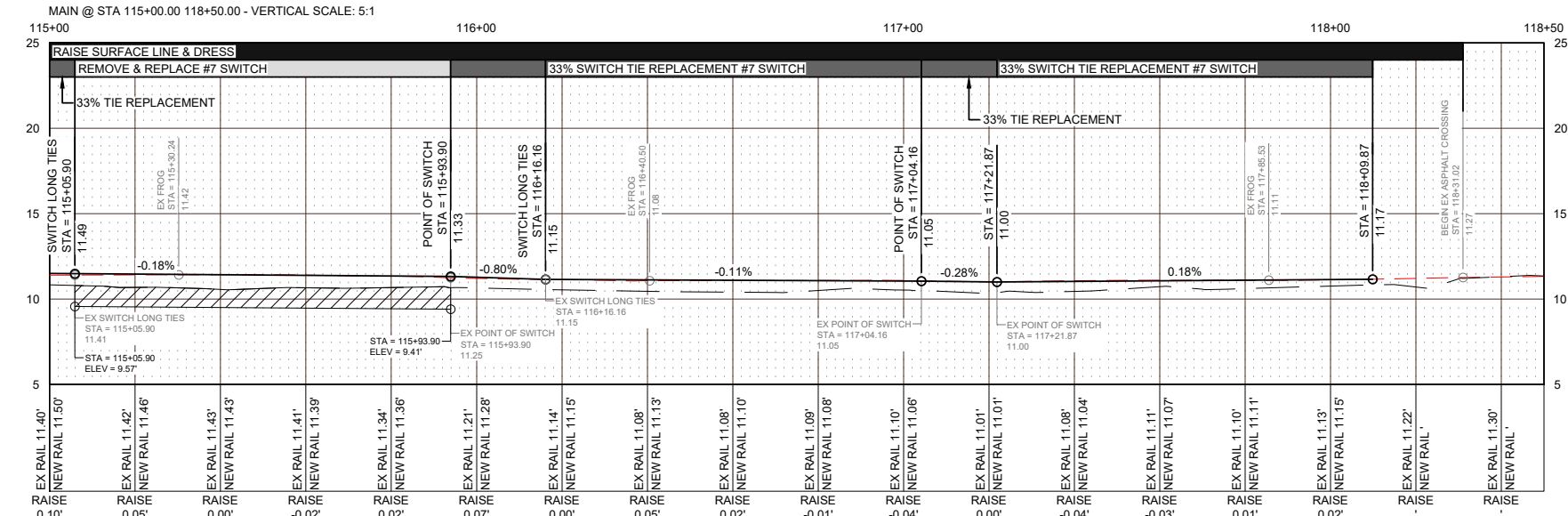
**CITY OF TACOMA**  
**DEPARTMENT OF PUBLIC WORKS**  
**RAIL CONSTRUCTION PLAN & PROFILE**  
ALEXANDER WYE  
STA 110+00 TO 115+00 & 209+95 TO 214+95

PROJECT NO. RAL-00125
SHEET NO. 7
SHEET C-3 OF C-5



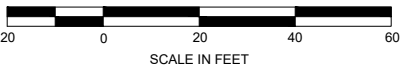
**UTILITY NOTE:**

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HORIZ. DATUM: N.A.D. 83/11  
VERT. DATUM: NGVD29  
PER 2016 PORT OF TACOMA  
CONTROL MAP

BENCH MARK: #120 3" BRASS  
MONUMENT WITHIN THE  
INTERSECTION OF LINCOLN AVE.  
AND E. ALEXANDER AVE  
ELEVATION = 9.88'







***CALL BEFORE YOU DIG***  
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NO	REVISION	DATE APPD

FINAL CONSTRUCTION CHECKED	DATE	SCALE	
	APR 2023	1" = 20'	
BY	DESIGNED	CHECKED	
	CNS	CNS	
DATE	DRAWN	PROJECT NAME	
	COB	ALEXANDER WYE	
FIELD BOOKS	DRAWING NAME		
	ALEX-CONST.DWG		04/03/2023



CITY OF TACOMA	
DEPARTMENT OF PUBLIC WORKS	
	RAIL CONSTRUCTION PLAN & PROFILE
	ALEXANDER WYE
	STA 115+00 TO 118+50 & 214+95 TO 217+06
VISION MANAGER	

RAL-00125

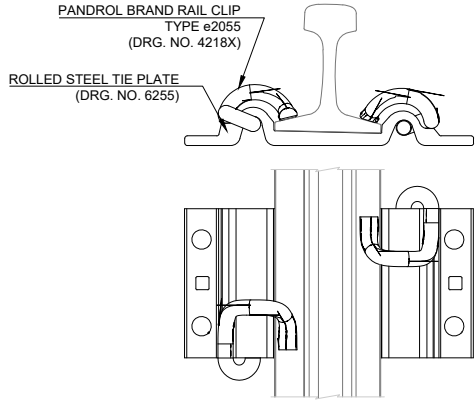
SHEET NO. 8

SHEET C-4 OF C-5

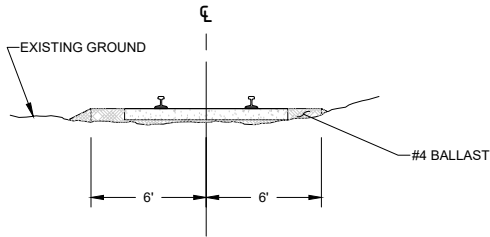




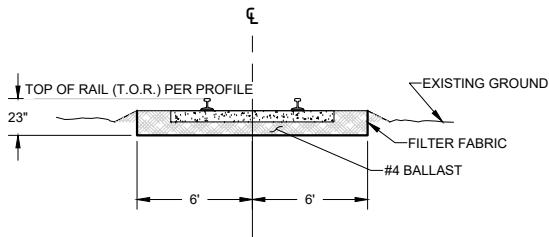




PANDROL PART SECTION  
RAIL, CLIP & SHOULDER SHOWN IN FULL  
NTS



STANDARD CROSS SECTION  
IN FILL AREAS  
NTS



STANDARD CROSS SECTION  
IN EXCAVATION AREAS  
NTS

CALL BEFORE YOU DIG

EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS  
ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE.  
CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING,  
POTHOLING AND AVOIDING ALL EXISTING UTILITIES.

CALL TWO BUSINESS DAYS BEFORE YOU DIG  
(1-800-424-5555) OR VISIT ONLINE: [www.callbeforeyoudig.org](http://www.callbeforeyoudig.org)



NO

REVISION

DATE

APPD

FINAL  
CONSTRUCTION  
CHECKED

BY

DATE

FIELD BOOKS

DATE

DESIGNED

DRAWN

COB

DRAWING NAME

SCALE

CNS

PROJECT NAME

ALEXANDER WYE

ALEX-CONST.DWG



CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

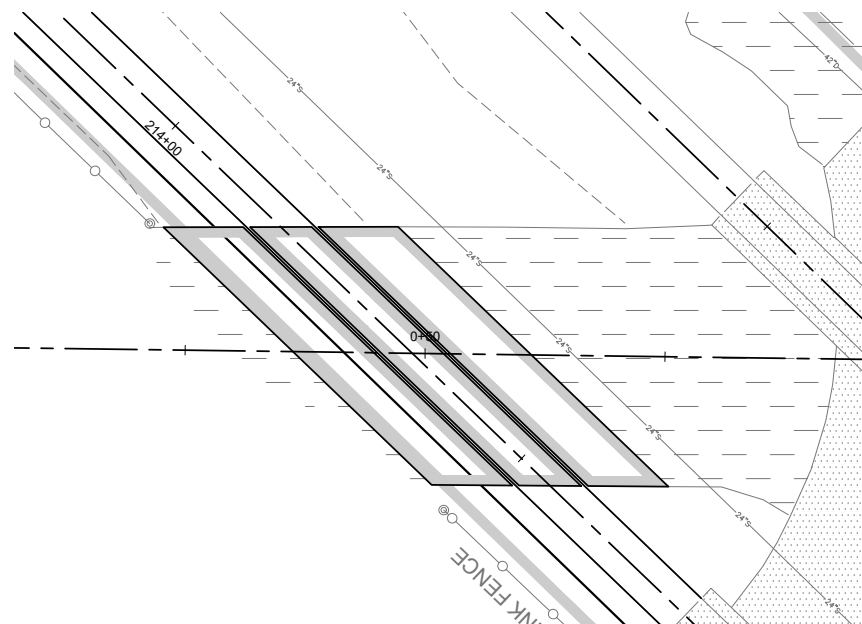
RAIL DETAILS  
ALEXANDER WYE  
ALEXANDER WYE & LINCOLN AVE

ENGINEERING DIVISION MANAGER

RAL-00125

SHEET NO. 10

SHEET RS-1 OF RS-1



SCALE 1" = 10'



**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

**0%**

Women Business  
Enterprise Requirement

**0%**

Small Business Enterprise  
Requirement

**0%**

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

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

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

CCD/SBE: RAL-00125

Date of Record: 04/04/2023

Project Spec#: TR23-0037F

Project Title: Alexander Wye and Storage Track Upgrades

\*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](mailto:mgodo@cityoftacoma.org)  
**Gary Lizama** at (253) 591-5826, or via email at [glizama@cityoftacoma.org](mailto: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](mailto: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](http://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](mailto: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**

**CITY OF TACOMA**

**LOCAL EMPLOYMENT AND APPRENTICESHIP  
TRAINING PROGRAM (LEAP) REGULATIONS FOR  
PUBLIC WORKS CONTRACTS**



City of Tacoma  
Community and Economic Development Department  
LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5590  
[leap@cityoftacoma.org](mailto:leap@cityoftacoma.org)

## **LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS**

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail [leap@cityoftacoma.org](mailto:leap@cityoftacoma.org). The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

### **LEAP PROGRAM REQUIREMENTS:**

1. **LOCAL EMPLOYMENT GOAL:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
  - a) Civil Projects over \$250,000
  - b) Building Projects over \$750,000
2. **APPRENTICE GOAL:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.
3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.
4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

• 100% achievement	\$0.00 penalty	
• 99% to 90% achievement	\$2.00 penalty	
• 89% to 75% achievement	\$3.50 penalty	
• 74% to 50% achievement	\$5.00 penalty	
• 49% to 1% achievement	\$7.50 penalty	
• 0% achievement	\$10.00 penalty	

\*Penalty may be waived in the best interests of the City of Tacoma.

**LEAP DOCUMENT SUBMITTALS\*\*:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

**\*\*WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma  
LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5590 or [leap@cityoftacoma.org](mailto:leap@cityoftacoma.org)

## LEAP

### Documents and Submittal Schedule

In the attached packet, you will find the LEAP forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted via LCP Tracker weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or email [dtrevorrow@cityoftacoma.org](mailto: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:

<b>Percent of Goal Met</b>	<b>Assessment per unmet hour</b>
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.* These must be submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces two mandatory requirements on City projects based on certain monetary thresholds.

**Local Employment Utilization Goal** - the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Zip Codes ,whether or not any such person is an apprentice.

**Apprenticeship Utilization Goal** – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

**\*Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is below \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. [www.cityoftacoma.org/leap](http://www.cityoftacoma.org/leap)



City of Tacoma LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5590 or leap@cityoftacoma.org  
www.cityoftacoma.org/leap

## **LEAP EMPLOYEE VERIFICATION FORM**

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](http://www.govme.org) website.

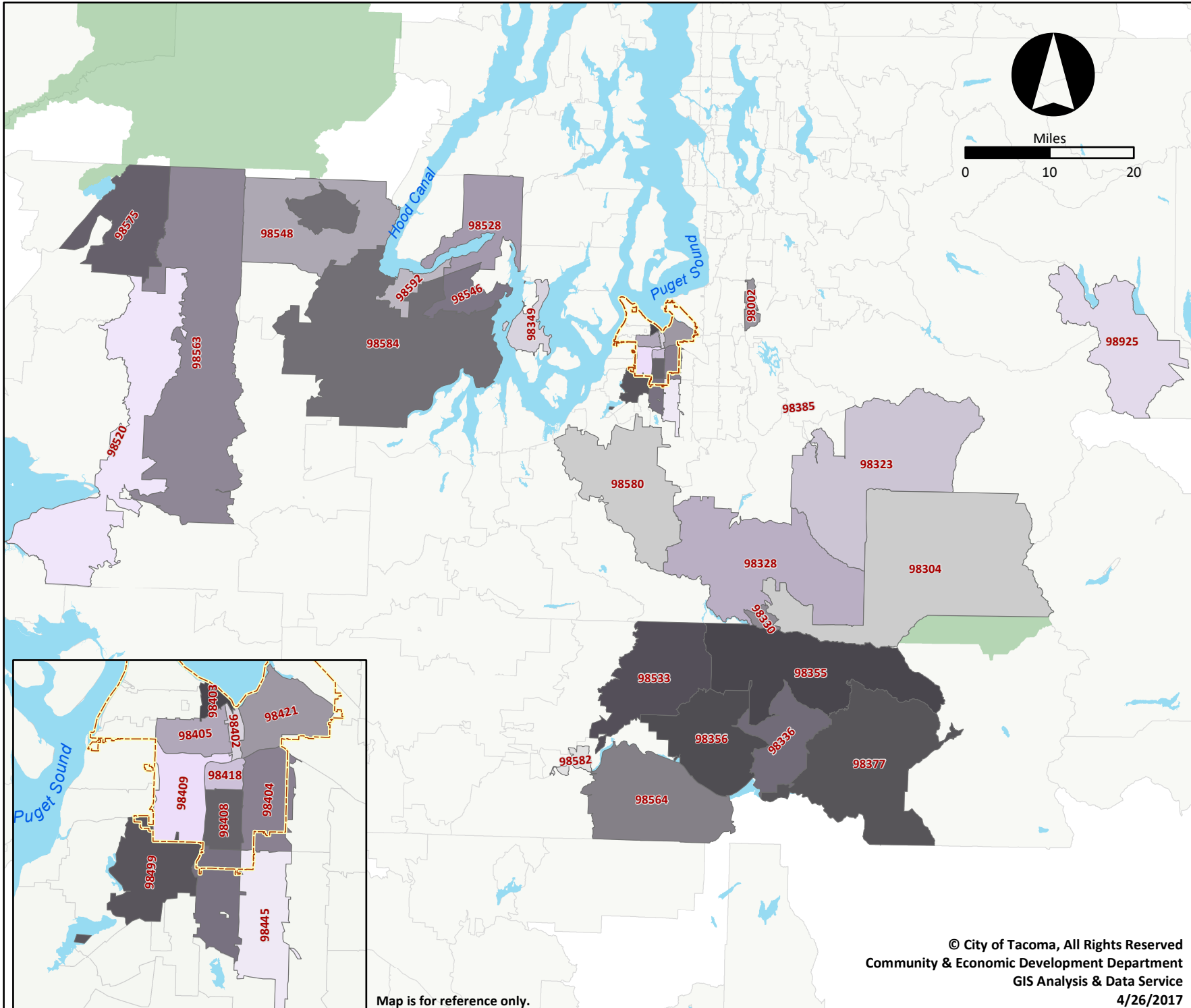
No PO Boxes

Contractor Representative:\_\_\_\_\_

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

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

# Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

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Community & Economic Development Department  
GIS Analysis & Data Service  
4/26/2017

Map is for reference only.

## 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**

**GENERAL REQUIREMENTS**



## PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

## REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

#### 3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

#### 3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

#### 3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

#### 3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 3.6 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways.

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include Limited Seepage, Pollution Endorsement and Evacuation Expense Coverage Endorsements.

### 3.7 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.