

SPECIFICATION NO. PW23-0101F

St. Helens Avenue Improvement Project

Project No. PWK-01035

CITY OF TACOMA

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO. PW23-0101F

St. Helens Avenue Improvement Project

PROJECT NO. PWK-01035



Brian Wang, P.E. Engineering Division Public Works Department Room 522, Tacoma Municipal Building Tacoma, Washington 98421-2711

Charla Kinlow, PMP Engineering Division Public Works Department Room 522, Tacoma Municipal Building Tacoma, Washington 98421-2711

SPECIFICATION NO. PW23-0101F

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City of Tacoma Public Works Engineering

REQUEST FOR BIDS PW23-0101F St Helens Grind and Overlay

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, October 17, 2023

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

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 AM. Attend <u>via this link</u> 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 <u>www.TacomaPurchasing.org.</u>

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: Grind and overlay from Division to 6th Avenue, including the intersection of 6th Avenue.

Project includes new curb bulb-outs.

Estimate: \$1,000,000 - \$1,250,000

Funding: This project is partially funded by the State Public Works Board with State funds.

Reserved Rights: The City of Tacoma retains the right to reject any and all bids.

Prevailing Wage: All work performed on this project will be subject to state prevailing wage rates.

Licensing: All contractors must be licensed in the State of Washington to conduct business.

Employment: City of Tacoma is an Equal Opportunity and Affirmative Action Employer.

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.

Form No. SPEC-040C Revised: 07/11/2023

Additional Information: Requests for information regarding the specifications may be obtained by contacting Brandon Snow, Senior Buyer by email to bsnow@cityoftacoma.org.

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



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

Form No. SPEC-040C Revised: 07/11/2023

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

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

POST AWARD FORMS EXECUTED UPON AWARD:

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

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

LEAP Goals:

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

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

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

CITY OF TACOMA FINANCE/PURCHASING DIVISION SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA - STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

- The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
- 2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - Have a current certificate of registration as a contractor in compliance with chapter
 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - 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).

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II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA - CITY OF TACOMA:

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

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

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

- 1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
- 2. Whether the respondent can perform the contract within the time specified, without delay or interference:
- 3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
- 4. Quality of performance of previous contracts;
- 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.

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B. ADDITIONAL SUPPLEMENTAL CRITERIA - NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division via email to 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.

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PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. PW23-0101F

St. Helens Avenue Improvement Project

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. PWK-01035 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices.

NOTE:

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY		UNIT PRICE	TOTAL
SPEC. NO.	TIEW BEGORN TION	NO.	UNIT	ONTTINOL	AMOUNT
R1. 1-05	Roadway Surveying	1	Lump Sum	Lump Sum	\$
R2. 1-05	Project Redline Drawings	1	Lump Sum	Lump Sum	\$
R3. 1-07	SPCC Plan	1	Lump Sum	Lump Sum	\$
R4. 1-09	Mobilization	1	Lump Sum	Lump Sum	\$
R5. 1-10	Pedestrian Traffic Control	1	Lump Sum	Lump Sum	\$
R6. 1-10	Project Temporary Traffic Control	1	Lump Sum	Lump Sum	\$
R7. 2-01	Clearing and Grubbing	1	Lump Sum	Lump Sum	\$
R8. 2-01	Certified Arborist	1	Force Account	Force Account	\$ <u>1000</u>
R9. 2-02	Removal of Structures and Obstructions	1	Lump Sum	Lump Sum	\$
R10. 2-02	Existing Irrigation Systems	1	Force Account	Force Account	\$ <u>5000</u>
R11. 2-03	Roadway Excavation Incl. Haul	245	Cu. Yd.	\$	\$
R12. 2-06	Subgrade Maintenance and Protection Plan	1	Lump Sum	Lump Sum	\$
R13. 2-09	Shoring or Extra Excavation Class B	826	Sq. Ft.	\$	\$
R14. 2-09	Structure Excavation Class B	108	Cu. Yd.	\$	\$
R15. 2-12	Construction Geotextile for Asphalt Reinforcement	6240	Sq. Yd.	\$	\$

ITEM NO. & SPEC. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY UNIT PRICE NO. UNIT		UNIT PRICE	TOTAL AMOUNT
R16.	Remove Existing Pavement, Class A8	21	Sq. Yd.	\$	\$
R17. 2-14	Remove Existing Pavement, Class A4	50	Sq. Yd.	\$	\$
R18. 2-14	Remove Existing Pavement, Class CA	1160	Sq. Yd.	\$	\$
R19. 2-14	Remove Existing Pavement, Class C6	690	Sq. Yd.	\$	\$
R20. 2-15	Remove Curb	950	Lin. Ft.	\$	\$
R21. 2-16	Remove Catch Basin	5	Each	\$	\$
R22. 4-04	Crushed Surfacing Top Course	181	Ton	\$	\$
R23. 4-04	Crushed Surfacing Base Course	328	Ton	\$	\$
R24. 5-04	Planing Bituminous Pavement	5010	Sq. Yd.	\$	\$
R25. 5-04	Fiber Reinforced HMA CL 1/2" PG 58H-22	1857	Ton	\$	\$
R26. 7-05	Adjust Catch Basin	2	Each	\$	\$
R27. 7-05	Catch Basin Type 2 48 In. Diam.	2	Each	\$	\$
R28. 7-05	Adjust Existing Catch Basin, Furnish new Frame and Solid Cover	1	Each	\$	\$
R29. 7-05	Adjust Existing Catch Basin, Furnish new Frame and Grate	7	Each	\$	\$
R30. 7-05	Adjust Manhole	16	Each	\$	\$

ITEM NO.	ITEM DESCRIPTION ESTIMATED QUANTITY UNIT PRICE		UNIT PRICE	TOTAL AMOUNT	
SPEC. NO.		NO.	UNIT		71000111
R31.	Adjust Existing Valve Chamber to Grade	37	Each	\$	\$
R32. 7-05	Catch Basin Type 1	9	Each	\$	\$
R33. 7-05	Manhole 48 In. Diam. Type 3	2	Each	\$	\$
R34. 7-05	Connect New Sewer Pipe to Existing Structure	3	Each	\$	\$
R35. 7-05	Pothole Existing Utility	36	Lin. Ft.	\$	\$
R36. 7-05	Reconnect Existing Sewer Pipe to New Structure	9	Each	\$	\$
R37. 7-08	Temporary Storm Sewer Bypass	1	Lump Sum	Lump Sum	\$
R38. 7-08	Temporary Storm Sewer Bypass Plan	1	Lump Sum	Lump Sum	\$
R39. 7-08	CDF for Pipe Abandonment	1	Cu. Yd.	\$	\$
R40. 7-08	Plugging Existing Pipe	1	Each	\$	\$
R41. 7-17	Testing Sewer Pipe	232	Lin. Ft.	\$	\$
R42. 7-17	Removal and Replacement of Unsuitable Material	66	Cu. Yd.	\$	\$
R43. 7-17	PVC Storm Sewer Pipe 12 In. Diam.	90	Lin. Ft.	\$	\$
R44. 7-17	Ductile Iron Storm Sewer Pipe 12 In. Diam.	142	Lin. Ft.	\$	\$
R45. 8-01	Erosion/Water Pollution Control	1	Lump Sum	Lump Sum	\$
R46. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1	Lump Sum	Lump Sum	\$

Contractor's Name:	
Specification No. PW	23-0101F

ITEM NO. & SPEC. NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY UNIT PRICE		UNIT PRICE	TOTAL AMOUNT
R47.	Site Restoration	NO.	UNIT Lump	Lump Sum	\$
8-02	One Nestoration		Sum	Lump Sum	Ψ
R48. 8-04	Cement Conc. Traffic Curb and Gutter	1470	Lin. Ft.	\$	\$
R49. 8-04	Cement Conc. Pedestrian Curb	380	Lin. Ft.	\$	\$
R50. 8-06	Cement Conc. Driveway Entrance	70	Sq. Yd.	\$	\$
R51. 8-09	Raised Pavement Marker Type 1	1	Per 100	\$	\$
R52. 8-09	Raised Pavement Marker Type 2	1	Per 100	\$	\$
R53. 8-13	Poured Monument	4	Each	\$	\$
R54. 8-14	Cement Conc. Sidewalk	330	Sq. Yd.	\$	\$
R55. 8-14	Cement Conc. Curb Ramp	27	Each	\$	\$
R56. 8-20	Remove and Replace Junction Box	13	Each	\$	\$
R57. 8-20	Traffic Detection Improvements	1	Lump Sum	Lump Sum	\$
R58. 8-21	Permanent Signing	1	Lump Sum	Lump Sum	\$
R59. 8-22	Plastic Wide Line	250	Lin. Ft.	\$	\$
R60. 8-22	Paint Line	2060	Lin. Ft.	\$	\$
R61. 8-22	Plastic Line	7950	Lin. Ft.	\$	\$
R62. 8-22	Removing Paint Line	60	Lin. Ft.	\$	\$

Contractor's Name:

ITEM NO. & SPEC. NO.	ITEM DESCRIPTION	QUANTITY UNIT PRICE		UNIT PRICE	TOTAL AMOUNT
R63.	Plastic Stop Line	NO. 166	UNIT Lin. Ft.	\$	\$
R64. 8-22	Plastic Traffic Letter	12	Each	\$	\$
R65. 8-22	Plastic Traffic Arrow	3	Each	\$	\$
R66. 8-22	Plastic Crosswalk Line	1280	Lin. Ft.	\$	\$
R67. 8-22	Painted Wide Line	62	Lin. Ft.	\$	\$
R68. 8-22	Plastic Bicycle Lane Symbol	12	Each	\$	\$
R69. 8-22	Green Durable Product	563	Sq. Ft.	\$	\$
R70. 8-22	Plastic Sharrow Symbol	10	Each	\$	\$
TOTAL BASE BID (Not Including Sales Tax) \$					

Contractor's Name: _______Specification No. PW23-0101F
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Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage:	percent.			
Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.				
Bidder: Signature of Authorized Official: Date:				
Contractor's Name: Specification No. BW22 01015				

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS ENGINEERING

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

REQUEST FOR BIDS SPECIFICATION NO. PW23-0101F St. Helens Avenue Improvement Project

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		_		son Authorize r Bidder/Propo		Date
Address						
		Printe	d Name ar	nd Title		
City, State, Zip						
		(Area	Code) Tele	ephone Numb	er / Fax Numb	er
Authorized Signatory E-Mail Address						
				icense Numb	er siness Identifier) I	Number
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941		III VV 7.,	aiso Kilowii a	3 ODI (Olillica Da	Siness identifier) i	varibei
			Contractor Ch. 18.27,	's License Nu R.C.W.)	mber	
E-Mail Address for Communications						
ddendum acknowledgement #1	#2_		#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

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

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

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (September 26, 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

bludei			
Signature of Author	orized Official*		
Printed Name			
Title			
Date	City		State
Check One: Individual □	Partnership □	Joint Venture □	Corporation □
State of Incorporation	ation, or if not a corpor	ation, the state where b	ousiness entity was
If a co-partnershi	p, give firm name unde	er which business is tra	nsacted:

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

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

State Responsibility and Recipro

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

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

List of Subcontractor Categories of Work

Revised: 07/08/2022

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

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
11%	8%	19%

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

www.omwbe.diversitycompliance.com*

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

CCD/SBE: PWK-01035 Date of Record: 09/08/2023 Project Spec#: PW23-0101F

Project Title: St. Helen's Grind and Overlay

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



City of Tacoma Community & Economic Development Office of Equity in Contracting 747 Market Street, Rm 900 Tacoma WA 98402 253-591-5826

Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

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

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

	er's Name:ess:			City/State/Zip:				
	No Base Bid			Complete business name	es and phone numbers a	re required to verify	your usage of Certif	fied Businesses
	a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f.	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. N	∕/BE Utilization %	j. WBE Utilization	%	k. SBE Uti	lization %			
By sig	gning and submitting this form the bio	lder certifies that the	OMWBE Certified	Business(s) listed will	be used on this project	including all applic	able change orders.	
Type	or Print Name of Responsible Officer /	Title	Signature o	of Responsible Officer		Date		

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

CONTRACT

Resolution No. Contract No.

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

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

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

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

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

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

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

APPENDIX A FEDERAL FUNDING

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

subject to a sivil perialty of net less than \$15,000 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 3 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
Norway and Title of Control Andronic Andronic and Official
Name and Title of Contractor's Authorized Official
Date

APPENDIX B—Sub-recipient information and requirements

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

(i) Agency Name (must match the name associated with its unique entity identifier)		(i.e. DUNS)		City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	Performance Start and End		(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i> :	(viii) Total Amount o Funds <i>Obligated</i> to t		'	Amount of the Federal mmitted to the agency
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS— City of Tacoma				
(xi) Federal Awarding Ager cy: DEPARTMENT OF THE TREASURY	Pass-Through Entity City of Tacoma		Awarding Offi and Contact In	
identify the dollar amount made available under each Federal award and			(xiii) Identification of Whether the Award is R&D	
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Me sum payment or rein REIMBURSEMENT	- ·		



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.

That we, the undersigned,		
as principal, and		_
as a surety, are jointly and severally held and firmly b	pound to the CITY OF TACOMA, in the penal sum of,	
\$, for the	e payment whereof Contractor and Surety bind themselves,	
their executors, administrators, legal representatives	, successors and assigns, jointly and severally, firmly by these presents.	
This obligation is entered into in pursuance of th Tacoma.	e statutes of the State of Washington, the Ordinances of the City of	
WHEREAS, under and pursuant to the City Cha about to enter with the above bounden principal, a co	rter and general ordinances of the City of Tacoma, the said City has or is ontract, providing for	
Specification No.		
Specification Title:		
Contract No.		

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

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name	
Ву:	
Surety:	
Ву:	
Agent's Name:	
Agent's Address:	

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



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

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

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

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the	Contractor for Project / Spec. #
between(Themselves or Itself)	
dated	, 20, hereby releases the City of
Tacoma, its departmental officers and a	gents from any and all claim or claims
whatsoever in any manner whatsoever a	at any time whatsoever arising out of and/or i
connection with and/or relating to said co	ontract, 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 \$	<u></u> :
Signed at Tacoma, Washington this	s day of, 20
	Contractor
	Ву
	Title

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INTRODUCTION (March 31, 2023 Tacoma GSP)

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

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

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

```
(May 18, 2007 APWA GSP)
(August 7, 2006 WSDOT GSP)
(April 2, 2007 Tacoma GSP)
```

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

(*****)

A pre-bid conference will not be held.

DESCRIPTION OF WORK (******)

This Contract shall generally consist of a grind and overlay from curb face to curb face, along with installation of new bulbouts and curb ramps. New catch basins will be installed and catch basin maintenance will occur at all intersections as needed.

1-01 DEFINITIONS AND TERMS

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1-01.3 Definitions (January 19, 2022 APWA GSP)
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Delete the heading **Completion Dates** and the three paragraphs that follow it, and replace them with the following:

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

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

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

Additive

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

Alternate

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

Business Day

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

Contract Bond

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

Contract Documents

16 See definition for "Contract".

Contract Time

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

Notice of Award

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

Notice to Proceed

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

Traffic

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

This section is supplemented with the following:

(April 15, 2020 Tacoma GSP)

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

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

Base Bid

The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,
Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to

Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2.

Calendar Day

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

 Delete this section and replace it with the following:

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

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

1-02.2 Plans and Specifications

Delete this section and replace it with the following:

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

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

1-02.4(1) General (January 19, 2022 APWA GSP Option B)

The first sentence of the last paragraph is revised to read, beginning with "Any prospective Bidder desiring..." is revised to read:

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

1-02.5 Proposal Forms (July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be

completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

The fourth paragraph is revised to read:

(October 18, 2013 Tacoma GSP)

The bidder shall submit the following completed forms:

City of Tacoma – Equity in Contracting Utilization Form

1 Add the following new section: 2 3 1-02.6(1) Recycled Materials Proposal (January 4, 2016 APWA GSP) 4 5 6 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials 7 into the project, using the form provided in the Contract Provisions. 8 9 1-02.7 Bid Deposit 10 (March 1, 2021 GSP) 11 Delete this section and replace it with the following: 12 13 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any 14 proposal bond shall be on the Contracting Agency's form and shall be signed by the 15 Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify 16 the minimum 5 percent required. The Surety shall: (1) be registered with the Washington 17 18 State Insurance Commissioner, and (2) appear on the current Authorized Insurance List 19 in the State of Washington published by the Office of the Insurance Commissioner. 20 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid 21 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency. 22 If submitting your bid electronically, a scanned version of the original bid bond or 23 cashier's check shall accompany your electronic bid submittal. The original bid bond or cashier's check shall be sent to the Contracting Agency and received by the Contracting 24 25 Agency within 7 calendar days of the bid opening or the bidder may be deemed non-26 responsive. 27 Original bid bonds or cashier's check will be delivered to: 28 City of Tacoma Procurement & Payables Division Tacoma Public Utilities 29 3628 S 35th St 30 31 Tacoma, WA 98409 32 33 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit. 34 35 1-02.9 Delivery of Proposal (April 1, 2018 Tacoma GSP) 36 37 Delete this section and replace it with the following: 38 Each Proposal shall be submitted in a sealed envelope, with the Project Name and 39 40 Project Number as stated in the Call for Bids clearly marked on the outside of the 41 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and 42 delivery. 43 Electronic Proposals shall be submitted to the City via email to 44 45 sendbid@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted

on the subject line of the email, or as otherwise required in the Bid Documents, to proper handling and delivery. All electronic documents shall be in PDF format.

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal

(March 1, 2021 Tacoma GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

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

https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09

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

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

Delete this section and replace it with the following:

- 1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;

- b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The bidder fails to submit or properly complete the EIC forms as required in Section 1-02.6:
 - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. <u>More than one proposal is submitted for the same project from a Bidder</u> under the same or different names.
 - 2. A Proposal may be considered irregular and may be reject if:
 - a. The Proposal does not include a unit price for every Bid item;
 - Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

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

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Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

- 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
- 2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
- 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
- 4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
- there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or

- 6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
- 9. there are any other reasons deemed proper by the Contracting Agency; or
- 10. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

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

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

1-02.15 Pre Award Information (August 14, 2013 APWA GSP)

Revise this section to read:

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

- 1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
- 2. Samples of these materials for quality and fitness tests,
- 3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,

1	4.	A breakdown of costs assigned to any bid item,
2	5.	Attendance at a conference with the Engineer or representatives of the Engineer
3 4	6.	Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
5 6 7	7.	Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.
8 9		END OF SECTION
LO L1		
LI		

1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

After opening and reading proposals, the Contracting Agency will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy

exists between the price per unit and the extended amount of any bid item, the price per unit will control. If a minimum bid amount has been established for any item and the bidder's unit or lump sum price is less than the minimum specified amount, the

Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or

where necessary, <u>including sales taxes where applicable and such additives and/o</u>
alternates as selected by the Contracting Agency, will be used by the Contracting

Agency for award purposes and to fix the Awarded Contract Price amount and the amount of the contract bond.

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

Revise this section to read:

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

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

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

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

Revise this section to read:

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

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

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

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

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

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

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

Delete the first paragraph and replace it with the following:

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

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

- subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;

 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and

 5. Be accompanied by a power of attorney for the Surety's officer empowered to
 - sign the bond; and

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

Add the following new section:

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

The first sentence is revised to read:

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

END OF SECTION

1 2 3	1-04	SCOPE OF THE WORK	
4			
5		fications, and Addenda	
6	(March 13, 2012 APWA GSP)		
7 8	Revise	e the second paragraph to read:	
9	Any in	consistency in the parts of the contract shall be resolved by following this order of	
10	•	dence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):	
11	-	Addenda,	
12	2.	Proposal Form,	
13		Special Provisions,	
14		Contract Plans,	
15		Amendments to the Standard Specifications,	
16		Standard Specifications,	
17		Contracting Agency's Standard Plans or Details (if any), and	
18		WSDOT Standard Plans for Road, Bridge, and Municipal Construction.	
19			
20		Changes	
21			
22	The fir	st two sentences of the last paragraph of Section 1-04.4 are deleted.	
23 24			
25			
26	(Guly 2	10, 2010 At WA GOT, Option Ay	
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28			
29	Payment to the Contractor will be made only for the actual quantities of Work performed		
30	and accepted in conformance with the Contract. When the accepted quantity of Work		
31	performed under a unit item varies from the original Proposal quantity, payment will be at		
32 33	the unit Contract price for all Work unless the total accepted quantity of any Contract item, adjusted to exclude added or deleted amounts included in change orders accepted		
34	by both parties, increases or decreases by more than 25 percent from the original		
35	Proposal quantity, and if the total extended bid price for that item at time of award is		
36	equal to or greater than 25 percent of the total contract price at time of award. In that		
37	case, payment for contract work may be adjusted as described herein		
38			
39		END OF SECTION	
40 41		END OF SECTION	
42			

1-05 CONTROL OF WORK

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

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

1-05.3 Submittals

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

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

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

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

1-05.3(1) Submittal Schedule

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

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

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

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

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

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

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

- Project Name: St. Helens Avenue Improvement Project
- Project Specification Number: PW23-0101F
- Project No. PWK-01035
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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

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

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

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

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

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

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

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
5-05	Concrete Mix Design
7-05	Manholes
7-05	Castings
7-05	Kor-N-Seal Connector
7-08.3(1)A	Dewatering Plan
7-08.3(1)A	Special Approved Discharge (SAD) Permit for Sanitary
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Storm Sewer Bypass Plan
7-08.3(6)	Pipe Abandonment Plan
7-08.3(6)	CDF Mix Design
7-17	Pipe materials
7-18	Inserta-Tees
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

1-05.3(6) Project Red Line Drawings

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

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

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

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

Red line drawings shall be updated on a continuous basis. The Contractor shall bring the up-to-date drawings to a monthly "red line review" meeting where the Engineer will verify the maintenance of the Project Red Line Drawings as part of the condition precedent to approving the monthly progress payment disbursement process. Monthly

progress payments to the Contractor may not be processed, if red line information for the involved work to date has not been accurately recorded on the Project Red Line Drawings. At the completion of the construction work, prior to pre-final payment, all Project Red Line Drawings shall be submitted to the Engineer. Project Red Line Drawings: Α. Do not permanently conceal any work until required information has been recorded. Mark drawings to show the actual installation where the installation varies from the work as originally shown on the Contract drawings or indicated in the Contract Specifications. Give particular attention to information on concealed elements that would be difficult to measure and record at a later date. 1. Changes and information shall be clearly drawn, described and shown technically correct. 2. Mark drawings with red erasable pencil. 3. Record data as soon as possible after obtaining it.

- 4. Mark any new information.
- 5. Keep accurate measurements of horizontal and vertical locations of underground services and utilities.
- 6. Mark any changes made where installation varies from that shown originally, such as, in materials, equipment, locations, alignments, elevations, and any other dimensions of the work.
- 7. For any work not demolished, abated, or salvaged, cross out and appropriately annotate "Not Complete".
- 8. Indicate revisions to drawings with a "cloud" drawn around the revision and note date the revision(s) was made.
- 9. Note Request For Change (RFC), Request For Information (RFI), and similar identification, where applicable.

B. Format:

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

- 1. Prints: Organize Red Line Drawings into manageable sets. Include identification on cover sheets.
- 2. Identify cover sheets as follows:
 - Specification No.
 - Project Name
 - Date

1 2 3	 "PROJECT RED LINE DRAWINGS" Name of Engineer Name of Contractor
4 5 6 7	3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings and submit, on a CD-R, in pdf format.
8 9 10	The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all costs associated with, including but not limited to, documenting, revising, updating, maintaining, and submitting red line drawings at the completion of construction work.
11 12 13 14	1-05.4 Conformity with and Deviations from Plans and Stakes Supplement this section with the following:
15 16 17	1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility (June 1, 2023 Tacoma GSP)
18 19	All surveying for this project shall be the responsibility of the Contractor.
20 21 22	Copies of the Contracting Agency provided primary survey control data are available for the bidder's inspection at the office of the Engineer.
23 24 25 26 27 28 29 30	The Contractor shall be responsible for setting, maintaining, and resetting all alignment stakes, slope stakes, and grades necessary for the construction of the roadbed, drainage, surfacing, paving, channelization and pavement marking, illumination and signals, guardrails and barriers, signing, and sanitary and storm sewer utilities. Except for the survey control data to be furnished by the Contracting Agency, calculations, surveying, and measuring required for setting and maintaining the necessary lines and grades shall be the Contractor's responsibility.
31 32 33 34 35	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.
36 37 38 39 40	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.
41 42 43	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.
44 45 46	The survey work shall include but not be limited to the following:

Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of

secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

• 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.

 Establish clearing limits, placing stakes 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

 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

• 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.

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.

> Establish intermediate elevation benchmarks as needed to check work throughout the project.

Provide as-built staking for existing flowlines for the specified limits.

 Provide references for paving pins at 25-foot intervals or provide simultaneous surveying to establish location and elevation of paving pins as they are being placed.

 For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, signing, and sanitary and storm sewer utilities) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.

 Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

	<u>Vertical</u>	<u>Horizontal</u>
Slope stakes	0.10 feet	0.10 feet
Subgrade grade stakes set		
0.04 feet below grade	0.01 feet	0.5 feet (parallel to alignment)
•		0.1 feet (normal to alignment)
Stationing on roadway	N/A	0.1 feet
Alignment on roadway	N/A	0.04 feet
Surfacing grade stakes	0.01 feet	0.5 feet (parallel to alignment)
		0.1 feet (normal to alignment)
Roadway paving pins for		,
surfacing or paving	0.01 feet	0.2 feet (parallel to alignment)
. · · · · ·		0.1 feet (normal to alignment)

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

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

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

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

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

Payment

Payment will be made 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, checking, correction of errors, replacement of missing or damaged stakes, and coordination efforts.

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

Supplement this section with the following:

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

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

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

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

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

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

Add the following new section:

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

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices (March 25, 2009 APWA GSP) Revise the second paragraph to read:

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

Add the following new section:

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

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

		SUB	MITTAL	TRANSMITTAL FORM
St. Helens Avenue Improvement Project Project Number PWK-01035 Specification No. PW23-0101F ATTN: Construction Division Date:				
Submitta	ıl Number			
Specifica	ation Num	ber		Bid Item No
Submitta	l Descript	ion		
We are s	sending yo	ou:		
F	Copies	Date	Page	Description
L				
Transmit Remarks		Subi	mittals ḟor r	oduct Data) for information only. review and comment.
Certify E	ither A or	B:		
A.	con	npliance	with the Co	en detail-checked for accuracy of content and for ontract documents (no exceptions). The information een fully coordinated with all involved Subcontractors
В.	This con The	s docume	ent has bee with the Co tion contair	en detail-checked for accuracy of content and for ontract documents except for the attached deviation ned herein has been fully coordinated with all involved
Certified	Ву:			
2004	-J. <u></u>		S	Signature
			EN	ID OF SECTION

1	1-06	CONTROL OF MATERIAL			
2 3 4 5 6	1-06.1 Approval of Materials Prior To Use (September 15, 2010 Tacoma GSP) The first sentence is revised to read:				
7 8	All materials and equipment shall be submitted for review in accordance with section 1-05.3 of these special provisions.				
9 10 11	For aggregates, the Contractor shall notify the Engineer of all proposed aggregates. The Contractor shall use the Aggregate Source Approval (ASA) Database.				
12 13 14	All equipment, materials, and articles incorporated into the permanent Work:				
15 16 17	1.	Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;			
18	2.	Shall meet the requirements of the Contract and be approved by the Engineer;			
19 20	3.	May be inspected or tested at any time during their preparation and use; and			
21 22 23	4.	Shall not be used in the Work if they become unfit after being previously approved.			
24 25 26		(1) Qualified Products List (QPL) ection is revised in its entirety to read:			
27 28	QPL's	are not accepted by the City.			
29 30 31 32	1-06.1(2) Request for Approval of Material (RAM) This section is deleted in its entirety.				
33 34 35		Recycled Materials ary 4, 2016 APWA GSP)			
36 37	Delete	this section, including its subsections, and replace it with the following:			
38 39 40	The Contractor shall make their best effort to utilize recycled materials in the construction of the project. Approval of such material use shall be as detailed elsewhere in the Standard Specifications.				
41 42 43 44 45 46 47	Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor's report shall be provided on DOT form 350-075 Recycled Materials Reporting.				
49 50		END OF SECTION			

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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

Supplement this section with the following:

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

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

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

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

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

Supplement this section with the following:

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

1-07.2(1) State Sales Tax — Rule 171

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

1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.9 Wages

1-07.9(5) Required Documents (March 1, 2004 Tacoma GSP)

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

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

 This section is supplemented with the following:

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

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

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

This section is supplemented with the following:

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

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

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

This section is revised to read:

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

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

Implementation Requirements

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

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

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

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

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

2. Refueling, washing, or maintaining equipment.

3. Stockpiling contaminated materials.

SPCC Plan Element Requirements

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

1. Responsible Personnel

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

2. Spill Reporting

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

3. Project and Site Information

Describe the following items:

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

4. Potential Spill Sources

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

- A. Name of material and its intended use.
- B. Estimated maximum amount on-site at any one time.
- C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
- D. Decontamination location and procedure for equipment that comes into contact with the material.
- E. Disposal procedures.

F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.

5. Pre-Existing Contamination

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

6. Spill Prevention and Response Training

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

7. Spill Prevention

Describe the following items:

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

8. Spill Response

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

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

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

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

9. Project Site Map

Provide a map showing the following items:

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

10. Spill Report Forms

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

Payment
Payment will be made in accordance with Section 1-04.1 for the following Bid item when

"SPCC Plan," lump sum.

it is included in the Proposal:

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

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

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

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

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

1-07.16 Protection and Restoration of Property

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

This section is supplemented with the following:

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

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

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

1-07.17 Utilities and Similar Facilities (June 1, 2023 Tacoma GSP)

The first paragraph is supplemented with the following:

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

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

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

- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790;
 michael.klapperich@pse.com
 OR Amber Uhls, Gas, phone: (253) 476-6137;
 amber.uhls@pse.com
- Lumen, Contact: Al (Aliyah) Skaro, <u>relocations@lumen.com</u>
- Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545; chrisjanoski@terratechllc.net
- Comcast, Contact: Todd Gallant, phone: (253) 878-4955, todd_gallant@cable.comcast.com

- AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve Duppenthaler, phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson, phone: (425) 896-9839; roberta.anderson@sienaengineeringgroup.com
- Level 3 Communications, Level3.com Level3.com
- One-Number Locator Service "One Call System" telephone 1-800-424-5555
- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725;
 sschauer@cogentco.com
- Zayo Communications, Contact: Phil Braum, phil.braum@zayo.com;
 zayo.relo.washington@zayo.com

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

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

1-07.18 Public Liability and Property Damage Insurance

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

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

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

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

This section is supplemented with the following;

The project specific Insurance Requirements for the Contractor are included in Part V of these specifications.

1-07.23 Public Convenience and Safety

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

This section is supplemented with the following:

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

Lane, ramp, shoulder, and roadway closures are subject to the following restrictions:

St. Helens Avenue

 • Full closure of St. Helens Avenue for any work or combination of work is not permitted at any time.

 Alternating one-way traffic on St. Helens Avenue may not occur between 7 am to 9 am and 2 pm to 6 pm.

 Queues from the work occurring on St. Helens Avenue shall not back up and block adjacent intersections.

The contractor shall reopen the street at the conclusion of each workday.

 Work occurring at night, a Uniformed Police Officer will be required to provide security for the work crew.

Intersections (in addition to the restrictions/allowances described above, the following must also be adhered to/integrated into the work and traffic control plans):

• The intersection of St. Helens Avenue and Division Avenue: Maintain two lanes, two-way traffic (northeast bound/southwest bound) on Division Avenue is separate lanes of no less than 10-foot clear width and appropriate-for-the-conditions channelized delineation through the work zone where work is occurring. Flagging the intersection will not be allowed between 5 am and 8 pm. Flagging the signalized intersection must be controlled by a Uniformed Police Officer. The flagging operation shall not back up traffic into adjacent intersections. The contractor shall reopen the street at the conclusion of each workday.

St. Helens Avenue intersections with Tacoma Avenue South, South 1st Street, South 2nd Street, South 4th Street, 6th Avenue, and South Baker Street: Lane reductions with flagging will be allowed on the roadways, provided that a 10-foot clear width lane is provided and appropriate for the conditions channelized delineation through the work zone when work is occurring. Flagging queues shall not back up to and block the adjacent intersections. Contractor shall reopen the street at the conclusion of each workday.

 All signalized intersections must be controlled by a Uniformed Police Officer, when a flagging operation is occurring.

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours. Exceptions to these restrictions may be considered by the Engineer on a case-by-case basis following a written request by the Contractor.

Lane, ramp, shoulder, and roadway closures are not allowed on any of the following:

- 1. A holiday,
- 2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.
- 3. After 12:00PM on the day prior to a holiday or holiday weekend, and
- 4. Before 8:00AM on the day after the holiday or holiday weekend.
- 5. The two-hour period prior to and the two-hour period after the following special events: No special events noted.

It shall be the Contractor's responsibility to obtain the dates and times of all events.

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

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

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

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

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

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

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

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

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

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

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

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

All trench sections within paved roadways shall be restored with Temporary Pavement Patch. The Temporary Pavement Patch shall be conducted concurrently with construction work occurring. All steel plates used to cover open trenches within the roadway where traffic will be crossing or driving over the steel plates shall be properly secured/pinned and have advance signing notification of the roadway conditions. All steel plates shall be non-skid and will not be allowed to remain in place during non-working days.

Traffic Delays

When Automated Flagger Assistance Devices (AFADs) or flaggers are used to control traffic, traffic shall not be stopped for more than three (3) minutes at any time. All traffic congestion shall be allowed to clear before traffic is delayed again.

 If the delay becomes greater than three (3) minutes, the Contractor shall immediately begin to take action to cease the operations that are causing the delays. If the three (3) minute delay limit has been exceeded, as determined by the Engineer, the Contractor shall provide to the Engineer, a written proposal to revise his work operations to meet the three (3) minute limit. This proposal shall be accepted by the Engineer prior to resuming any work requiring traffic control.

There shall be no delay to medical, fire, or other emergency vehicles. The Contractor shall alert all flaggers and personnel of this requirement.

General Restrictions

Construction vehicles using a closed traffic lane shall travel only in the normal direction of traffic flow unless expressly allowed in an accepted traffic control plan. Construction vehicles shall be equipped with flashing or rotating amber lights.

No two consecutive on-ramps, off-ramps, or intersections shall be closed at the same time and only one ramp at an interchange shall be closed, unless specifically shown in the Plans.

Roads or ramps that are designated as part of a detour shall not be closed or restricted during the implementation of that detour, unless specifically shown in the Plans.

Controlled Access

No special access or egress shall be allowed by the Contractor other than normal legal movements or as shown in the Plans.

Contractor's vehicles of 10,000 GVW or greater shall not exit or enter a lane open to public traffic except as follows:

Egress and ingress shall only occur during the hours of allowable lane closures, and:

1. For exiting an open lane of traffic, by decelerating in a lane that is closed during the allowable hours for lane closures.

2. For entering an open lane of traffic, by accelerating in a closed lane during the allowable hours for lane closures.

Traffic control vehicles are excluded from the gross vehicle weight requirement. If placing construction signs will restrict traveled lanes, then the work will be permitted during the hours of allowable lane closures.

Advance Notification

The Contractor shall notify the Engineer in writing of any traffic impacts related to lane closure, shoulder closure, sidewalk closure, or any combination for the week by 12:00 p.m. (noon) Wednesday the week prior to the stated impacts.

The Contractor shall notify the Engineer in writing ten working days in advance of any traffic impacts related to full roadway closure, ramp closure, or both.

The Contractor shall notify the Engineer in writing of any changes to the stated traffic impacts a minimum of 48 hours prior to the traffic impacts.

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

(April 1, 2018 Tacoma GSP [Note to Engineer: The use o

[Note to Engineer: The use of the WSDOT 1-10 Amendment is recommended if utilizing the proposal item "Pedestrian Traffic Control, per Lump Sum" in the project proposal.] This section is supplemented with the following:

Detour signing during any allowed road closures shall be in accordance with Detour

Plans, when included in the Contract Documents. When plans are not included in the

1 Contract Documents, the Contractor shall submit plans for detours in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the 2 3 Contractor believes an alternate plan will safely and adequately maintain vehicular and pedestrian traffic, the Contractor may submit alternate plans to those for traffic control and detours required by MUTCD or contract documents. Such alternate plans must comply with the MUTCD and shall be in writing and submitted to the Engineer at least fifteen (15) days in advance of their intended use. In general, detouring of arterial traffic must be accomplished on streets designated as City Arterials. Detouring of arterial 8 traffic on non-arterial streets will not be allowed. The acceptance of any alternate plan shall be entirely at the discretion of the Engineer and the Contractor shall have no claim 10 by reason of a plan being rejected or modified, nor shall there be any additional payment 11 12 by reason of using a substitute plan.

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

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The Contractor shall notify Pierce Transit a minimum of 10 working days prior to any street closure. The Contractor shall notify all other entities listed below a minimum of five (5) working days prior to any street closure:

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23	Tacoma Fire Dept.	(253-591-5775)
24	Tacoma Police Dept.	(253-591-5932)
25	LESA Communications Center	(253-798-4721 - Opt.#2)
26	Tacoma Public Schools Transportation Office	(253-571-1853)
27	Pierce Transit	(253-581-8001)
28	Tacoma Environmental Services Solid Waste	(253-591-5544)
29	Tacoma Public Works Engineering Division	(253-591-5500)
30	Tacoma Public Works Streets and Grounds	(253-591-5495)

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

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Delete this section and replace it with the following:

38 39 40 Street Right of Way lines, limits of easements, and limits of construction permits are indicated in the Plans. The Contractor's construction activities shall be confined within these limits unless arrangements for use of private property are made.

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

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

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

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

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

END OF SECTION

1-08 PROSECUTION AND PROGRESS

Add the following new section: 1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

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

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

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

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

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

Add the following new section:

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

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

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

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

owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

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

Add the following new section:

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

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

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

1-08.1 Subcontracting (May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify....":

1-08.1 Subcontracting

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This section is supplemented with the following:

Delete the eighth paragraph, beginning with "The Contractor shall not use businesses...".

Add the following new section:

1-08.1(2) Subcontracting – Equity in Contracting (June 1, 2023 Tacoma GSP)

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The Contractor shall follow the Equity in Contracting Program, which shall be considered part of the Contract.

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

Revise this section to read:

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

16 17 18

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

40 41 42

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

Revise the third and fourth paragraphs to read:

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

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Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days:

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and

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

This section is supplemented with the following:

(March 1, 2004 Tacoma GSP)

This project shall be physically completed within 80 working days.

1-08.9 Liquidated Damages (March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

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

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

1	Liquidated Damages Formula
2	
3	LD = 0.15C/T
4	
5	Where:
6	LD = liquidated damages per working day (rounded to the nearest dollar)
7	C = original Contract amount
8	T = original time for Physical Completion
9	
10	When the Contract Work has progressed to Substantial Completion as defined in the
11	Contract, the Engineer may determine the Contract Work is Substantially Complete.
12	The Engineer will notify the Contractor in writing of the Substantial Completion Date. For
13	overruns in Contract time occurring after the date so established, the formula for
14	liquidated damages shown above will not apply. For overruns in Contract time occurring
15	after the Substantial Completion Date, liquidated damages shall be assessed on the
16	basis of direct engineering and related costs assignable to the project until the actual
17	Physical Completion Date of all the Contract Work. The Contractor shall complete the
18	remaining Work as promptly as possible. Upon request by the Project Engineer, the
19	Contractor shall furnish a written schedule for completing the physical Work on the
20	Contract.
21	END OF SECTION
22 23	END OF SECTION
23	
4	

1-09 MEASUREMENT AND PAYMENT

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

Revise item 4 of the fifth paragraph to read:

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

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

Supplement this Section with the following:

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

(January 13, 2011 Tacoma GSP)

The Contractor shall submit a comprehensive summary list of all equipment anticipated

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

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

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

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

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the Preconstruction Conference, to enable the Project Engineer to determine the Work performed on a monthly basis. A breakdown is not required for lump sum items that include a basis for incremental payments as part of the respective Specification. Absent

a lump sum breakdown, the Project Engineer will make a determination based on

information available. The Project Engineer's determination of the cost of work shall be final.

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

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

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

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

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

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

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

This section is supplemented with the following:

(January 6, 2015 Tacoma GSP)

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

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

1	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 2 1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description

(July 22, 2019 Tacoma GSP)

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

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

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

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

This section is supplemented with the following:

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

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

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

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

1-10.2 Work Zone Safety Contingency (November 2, 2022)

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

 Enhancements do not include the use of Uniformed Police Officers or WSP, address changes to the allowed work hour restrictions, or changes to the staging plans in the Contract (if applicable). If allowed by the Engineer, these items will be addressed in accordance with Section 1-04.4.

1 The Contractor shall be solely responsible for submitting any traffic control plan revision to implement the enhancement in accordance with Section 1-10.2(2) 2 3 4 **Traffic Control Management** 5 1-10.2(1) General 6 (January 10, 2022) Section 1-10.2(1) is supplemented with the following: 7 8 9 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the 10 11 following: 12 The Northwest Laborers-Employers Training Trust 13 14 27055 Ohio Ave. 15 Kingston, WA 98346 (360) 297-3035 16 17 **Evergreen Safety Council** 18 19 12545 135th Ave. NE Kirkland, WA 98034-8709 20 21 1-800-521-0778 22 23 The American Traffic Safety Services Association 24 15 Riverside Parkway, Suite 100 25 Fredericksburg, Virginia 22406-1022 Training Dept. Toll Free (877) 642-4637 26 27 Phone: (540) 368-1701 28 29 Integrity Safety 30 13912 NE 20th Ave. 31 Vancouver, WA 98686 (360) 574-6071 32 33 https://www.integritysafety.com 34 US Safety Alliance 35 36 (904) 705-5660 https://www.ussafetyalliance.com 37 38 39 K&D Services Inc. 2719 Rockefeller Ave. Everett, WA 98201 40 41 (800) 343-4049 https://www.kndservices.net 42 43 44 Section 1-10.3 is supplemented with the following: 45 46 Signalized Intersections (August 15, 2019 Tacoma GSP) 47 48 49 When construction operations are such that an existing traffic signal is required to be overridden to allow for traffic control measures, only a uniformed off-duty police officer 50

shall override the signal.

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

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

Tacoma Police Department Special Events Sergeant (253) 591-5932

TacomaPoliceEvents@ci.tacoma.wa.us

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

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

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

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

The fifth paragraph is revised to read:

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

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

This section is supplemented with the following:

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

1	1-10.4 Measurement
2	
3	1-10.4.3 Reinstating Unit Items with Lump Sum Traffic Control
4	(August 2, 2004, WSDOT GSP)
5	Section 1-10.4(3) is supplemented with the following:
6	
7	The bid proposal contains the item "Project Temporary Traffic Control," lump sum and
8	the additional temporary traffic control items listed below. The provisions of Section 1
9	10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.
10	
11	"Pedestrian Traffic Control," per lump sum.
12	
13	
14	END OF SECTION
15	

4 5	The first sentence of the first paragraph is revised to read:
6	The met contened of the met paragraph to revised to read.
7 8 9	The Contractor shall clear, grub, and cleanup those areas contained within the "Daylight Line" limits indicated on the Plans.
10 L1	This section is supplemented with the following:
L2 L3 L4	Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be considered as part of "Clearing and Grubbing" when identified for removal on the Plans.
15	2-01.2 Disposal of Usable Material and Debris
L6 L7	The second paragraph is revised to read:
L8 L9	The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).
20	2-01.3(1) Clearing
21 22	This section is revised to read:
23	1. Fell trees only within the area to be cleared as shown on the Plans.
24	Close-cut parallel to the slope of the ground all stumps to be left in the
25	cleared area outside the slope stakes.
26	Close cut all stumps that will be buried by fills 5-feet or less in depth.
27	4. Follow these requirements for all stumps that will be buried by fills deeper
28	than 5-feet from the top, side, or end surface of the embankment or any
29	structure and are in a location that will not be terraced as described in
30	Section 2-03.3(14):
31	a. Close-cut stumps under 18-inches in diameter.
32	b. Trim stumps that exceed 18-inches in diameter to no more than 12-
33	inches above original ground level.
34	5. Leave standing any trees or native growth indicated by the Engineer.
35	6. Trim all trees to be left standing to the height specified by the Engineer and
36	certified Arborist, with a minimum height of eight (8) feet above sidewalk and
37	fourteen (14) feet above the roadway surface. Neatly cut all limbs close to
38	the tree trunk. All tree trimming must be done by or under the direction of a
39	certified Arborist.
10	7. Thin clumps of native growth as the Engineer may direct.
11	Item 8 is revised to read:
12	8. Protect, by fencing if necessary, all trees or native growth from any damage
13 14	caused by construction operations in accordance with Standard Plans LS-08
14 15	through LS-11.
15 16	This section is supplemented with: 9. Trim all shrubs and brush which covers sidewalks, curb, curb and gutter, and
+6 17	curb ramps to a minimum of four inches from the edge of sidewalk or as
+ / 18	directed by the Engineer or Certified Arborist.
tO	un ected by the Engineer of Certified Arbonst.

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

(March 17, 2016 Tacoma GSP)

10. Remove and dispose of, or relocate the following existing features where

a. Bollards inside the paving area and not designated to remain.

necessary within the project limits or as indicated on the Plans:

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11. Perform all work as required by the certified Arborist Reports to protect. remove, trim, prune roots or limbs, and any other works detailed in the Arborist Reports. This includes all labor, time, and materials for this work. This work shall be performed on Force Account per Section 1-09.6.

This section is added:

2-01.3(1)A Tree Protection

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

2-01.3(2) Grubbing

Item e is revised to read:

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

This section is supplemented with the following:

2-01.3(5) Certified Arborist

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

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

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

2-01.3(6) Definition of Vegetation

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

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

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

 2-01.3(7) Tree and Stump Classifications

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

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

Trees and stumps will be classified as follows:

Less than 4 inches

4 inches up to but not including 12 inches

12 inches up to but not including 24 inches

Class II

24 inches up to and including 42 inches

Class III

Greater than 42 inches (Tree height greater than 30 feet)

Class IV

Greater than 42 inches (Tree height of 30 feet or less)

Class V

2-01.4 Measurement

This section is supplemented with the following:

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

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

2-01.5 Payment (******)

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

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

This section is supplemented with the following:

"Certified Arborist", lump sum

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

END OF SECTION

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

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2

2-02.1 Description This Section is revised to read:

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

9 10 11

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

13 14

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

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19

2-02.2 Materials

This section is revised to read:

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

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2-02.3 Construction Requirements

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As shown per Plans, Specifications and per these Special Provisions, the Contractor shall relocate or raze, remove, and dispose of all underground structures and utilities, fences, landscaping walls, extruded curbs, rubble, rocks and boulders, and

any other obstructions that form an obstacle to construction.

28 29 30

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

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

This section is deleted.

31 32 33

This Section is supplemented with the following:

34 35 36

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

37 38

Section 2-02.3 is supplemented with the following:

39 40

2-02.3(5) Existing Traffic Signs

41 42 43

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

44 45

2-02.3(7) Existing Irrigation Systems

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

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

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

2-02.4 Vacant

This Section including the heading is revised to read:

2-02.4 Measurement

This section is supplemented with the following:

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

2-02.5 Payment

This section is revised to read:

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

"Removal of Structures and Obstructions", lump sum

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

"Existing Irrigation Systems", by force account

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

END OF SECTION

1	2-03 ROADWAY EXCAVATION AND EMBANKMENT
2 3	(August 14, 2019 Tacoma GSP)
3 4	2-03.1 Description
5	The last sentence of the first paragraph is deleted.
6	
7	2-03.3 Construction Requirements
8	This social is a complement of with the following:
9 10	This section is supplemented with the following:
11	2-03.3(5) Slope Treatment
12	This section is deleted.
13	
14	2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters
15	This section is deleted.
16	
17	2-03.5 Payment
18 19	The Pay Item "Unsuitable Foundation Excavation Incl. Haul" is supplemented with the following:
20	Tollowing.
21	For the purpose of providing a common Proposal for all Bidders, the Proposal quantity
22	for "Unsuitable Foundation Excavation Incl. Haul" is based on the estimated amount of
23	unsuitable foundation in embankment areas.
24	
25	
26	END OF SECTION
27	
28	

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

2-06.3 Construction Requirements

This section is supplemented with the following:

Subgrade Repair for Subgrade Not Constructed Under Same Contract

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

Subgrade Maintenance and Protection

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

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

2-06.5 Measurement and Payment

This section is supplemented with the following:

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

"Subgrade Maintenance and Protection Plan", per lump sum

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

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

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

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

51 Item 5 under this section is deleted.

END OF SECTION

1	
2 3 4	2-07 WATERING (August 3, 2009 Tacoma GSP)
5 6	2-07.3 Construction Requirements The last sentence of the first paragraph is revised to read:
7 8 9	The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.
10 11 12	Section 2-07.3 is supplemented with the following:
13 14	2-07.3(1) Water Supplied from Hydrants
15 16 17 18 19 20	There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or any other construction activities associated with this project. Prior to construction activities, it shall be the Contractor's responsibility to verify which hydrants will be available by contacting Tacoma Water. The Contractor shall use only those hydrants designated by Tacoma Water.
21 22 23	Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance with the "Operating Procedures for the use of Water Division Hydrants" available at the Tacoma Water Permit Counter.
24252627	The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the Water Permit Counter at:
28 29 30 31 32 33	Tacoma Public Utilities Administrative Building, 2 nd floor 3628 South 35 th Street Tacoma, WA 98409 (253) 502-8247
34 35	A copy of the approved Hydrant Permit shall be submitted to the Engineer.
36 37 38 39	Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant Certification Card prior to obtaining a permit. If necessary, contractor personnel shall undergo training to receive the required certification. Contact the Water Permit Counter to set up training as necessary.
40 41 42 43	END OF SECTION

1	2-09 STRUCTURE EXCAVATION
2	(March 17, 2016 Tacoma GSP)
3	
4	2-09.4 Measurement
5	This section is supplemented with the following:
6	
7	Longitudinal Limits. For all storm and sanitary sewers, the longitudinal measurement
8	will be from center of manhole to center of manhole or to the inside face of catch basins
9	and similar type structures.
10	
11	The fourth paragraph is revised to read:
12	
13	There will be no specific unit of measure for the excavation required for manholes, catch
14	basins, grate inlets, and drop inlets.
15	• • • • • • • • • • • • • • • • • • •
16	2-09.5 Payment
17	The pay item for "Structure Excavation Class B" is supplemented with the following:
18	"Otherstone Freezestine Olera D" manualticanal
19	"Structure Excavation Class B", per cubic yard.
20	The sumit Construction for "Otherstone Free section Olera D" all all he fall a consent for all
21	The unit Contract price for "Structure Excavation Class B" shall be full payment for all
22	excavation, removal of water; storing, protecting and re-handling of suitable backfill
23	material; backfilling of the trench, compaction of backfill, and all other work necessary for
24	the construction of the sewer trench.
25	
26	END OF SECTION
27	END OF SECTION
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1 2 3	2-12 CONSTRUCTION GEOSYNTHETIC (******)
4	2-12.3 Construction Requirements
5 6	This section is supplemented with the following:
7 8	2-12.3(5) Asphalt Reinforcement
9	The Geotextile shall be GlasGrid by Tensar or an Engineer approved equal. Tensile
10	Strength shall be 571 x 1,142 lb/in, Tensile Elongation shall be less than 3%, Tensile
11	Resistance shall be 456 x 913 lb/in. The Geotextile shall be installed per Manufacturer
12	recommendation.
13	
14	2-12.5 Payment
15 16	This section is supplemented with the following:
16 17	"Construction Geotextile for Asphalt Reinforcement", per square yard.
18	Construction Geolexille for Asphalt Kellhorcement, per square yard.
19	The unit Contract price for "Construction Geotextile for Asphalt Reinforcement" shall be
20	full payment for all work to install construction geotextile per manufacturer
21	recommendation.
22	
23	END OF SECTION
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1 2 3	2-14 PAVEME (March 17, 2003	ENT REMOVAL 3 Tacoma GSP)
5 4 5	2-14.1 Descripti	ion
6 7		ibed in this section includes the removal and disposal of pavement ed on the Plans or as marked in the field.
8 9	2-14.2 Pavemer	nt Classification
10 11 12 13	Removal of pave thickness, as de	ement will be according to <u>type</u> and <u>class</u> based on composition and fined below:
14 15 16 17	Type I	Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III.
18 19	Type II	Pavement removal required for the placing of utilities at greater and varying depths, such as sewers.
20 21 22	Type III	Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.
23 24 25 26 27 28	Class A2	Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less.
29 30 31 32 33	Class A4	Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between two inches and four inches.
34 35 36 37 38	Class A8	Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches.
39 40 41 42 43 44 45	Class C6	Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer.
46 47 48	Class C12	Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.
49 50 51	Class CA	Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete

pavement or, cement concrete base, and for which the total combined thickness of the pavement averages between six inches and twelve inches. Class H Class H pavement removal shall apply to early type pavement of a cement concrete base with a brick or cobblestone surface and potentially an additional layer of asphalt concrete pavement for which the total combined thickness of the pavement averages between ten inches and twenty inches. 2-14.3 Construction Requirements All final meetlines shall be sawcut. Where monolithic cement concrete pavement and curb are being removed, the curb removal shall be considered as pavement removal, and the measurement for payment will be to the back of the curb. The removal of existing street improvements shall be conducted in such a manner as not to damage utilities and any portion of the improvement that is to remain in place. Any deviation in this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the Engineer. In the event a pavement averages more than the maximum thickness specified for its class, an additional payment will be made to cover the extra thickness removed by a proportional conversion into additional square yards. 2-14.4 Measurement Pavement removal will be measured per square yard. Type I pavement removal will be measured in its original position through the use of survey techniques. 2-14.5 Payment Payment will be made in accordance with Section 1-04.1. "Remove Existing Pavement, Class ____", per square yard The unit Contract price for "Remove Existing Pavement, Class", per square yard, shall include all types of pavement as defined in this Section. All costs associated with saw cutting meet lines shall be included in the unit Contract price for pavement removal. **END OF SECTION**

2-15 CURB AND CURB AND GUTTER REMOVAL (March 17, 2003 Tacoma GSP) 2-15.1 Description The Work described in this section includes the complete removal and disposal of curbs and curb and gutter identified on the Plans or as marked in the field. 2-15.2 Curb Classification Removal of curb and/or curb and gutter will be based on composition, as defined below: Integral Curb - Integral curb shall consist of curb that is constructed monolithic with the adjacent cement concrete pavement. **Curb** - Curb may consist of cement concrete curb, granite curb, or any other combination of rigid material that extends below the pavement surface elevation. Extruded/Precast Curb - Extruded or precast curb may consist of asphalt or concrete extruded or precast curb that is installed on a pavement surface. Curb and Gutter - Curb and gutter may be cement concrete, or a cement concrete curb with a brick gutter on a cement concrete base, or other combination of rigid material. 2-15.3 Construction Requirements Integral curb removal shall consist of the removal of the curb and the integral base section under the curb. The removal shall be accomplished by sawcutting along the face of the curb. The removal of the curb and/or curb and gutter shall be conducted in such a manner as not to damage utilities and any portion of the improvement that is to remain in place. Any deviation in this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the Engineer. 2-15.4 Measurement Curb and curb and gutter removal will be measured per linear foot. 2-15.5 Payment Payment will be made in accordance with Section 1-04.1. "Remove Curb", per linear foot The unit Contract price per linear foot for "Remove Curb" shall include all types of curb as specified in the Section.

1	For the purpose of providing a common Proposal for all Bidders, the Proposal quantity
2	for "Remove Curb" is based on the quantity shown on the Plans and an estimated
3	amount of curb removal for curb repair.
4	
5	All costs associated with saw cutting necessary for the removal of curb and/or curb and
6	gutter shall be included in the unit Contract price for removal.
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9	END OF SECTION
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1 2	2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC. (March 17, 2003 Tacoma GSP)
3 4	2-16.1 Description
5 6 7	The Work described in this section includes the complete removal and disposal of catch basins, manholes, and curb inlets as identified on the Plans.
8 9	2-16.2 Vacant
10 11 12	2-16.3 Construction Requirements
13 14 15	Where the structures are removed, the excavation shall be backfilled with native material if deemed suitable by the Engineer or imported backfill material.
16 17 18 19	Material determined by the Engineer to be unsuitable at the time of excavation shall be removed and replaced with imported backfill material. Payment will be made at the unit contract price of the item in the proposal, or as extra work under Section 1-04.4 if not included as an item in the proposal.
20 21 22	All pipe openings shall be plugged in accordance with 7-08.3(4).
23 24 25 26	The removal of the structures shall be conducted in such a manner as not to damage utilities and any portion of the improvement that is to remain in place. Any deviation in this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the Engineer.
27 28	2-16.4 Measurement
29 30 31	The removal of catch basins will be measured per each.
32 33	2-16.5 Payment
34 35	Payment will be made in accordance with Section 1-04.1.
36 37	"Remove Catch Basin", per each
38 39 40	All costs associated with the placement and compaction of the backfill material shall be included in the unit Contract price for removal.
41 42 43	END OF SECTION

1 2	3-04 ACCEPTANCE OF AGGREGATE (******)
3 4 5	3-04.1 Description This Section is revised to read:
6 7 8	This work shall consist of acceptance of aggregate as provided for under nonstatistical evaluation.
9 10 11 12	3-04.3(1) General This Section is revised to read:
13 14 15 16 17	For the purpose of acceptance sampling and testing, all test results obtained for a material type will be evaluated collectively. Sublot sampling and testing will be performed on a random basis at the frequency of one sample per sublot. Based on plan quantities, the sublot size will be determined to the nearest 100 tons (50 cy). The maximum sublot size will be as defined in Table 1.
19 20 21	3-04.3(4) Testing Results This Section is revised to read:
22 23 24	The results of all acceptance testing will be provided by the Engineer within 3 working day of testing.
25 26 27	3-04.3(5) Nonstatistical Evaluation This Section is revised to read:
28 29 30 31 32 33 34 35 36 37	Each lot of aggregate materials produced under nonstatistical evaluation and having all constituents falling within the specification limits shall be accepted with no further evaluation. When one or more constituents fall outside the specification limits, the material will be evaluated by more sample tests. A minimum of three sublots will be sampled and tested, when less than three sublots exist additional samples shall be tested to provide a minimum of three sets of results for evaluation. The test results of the sublots shall be evaluated in accordance with Section 1-06.2 using the price adjustment factors from Table 2 to determine the appropriate CPF. The maximum CPF shall be 1.00.
38 39 40	3-04.3(6) Statistical Evaluation This section is deleted.
41 42 43	END OF SECTION

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2	4-04 BALLAST AND CRUSHED SURFACING
3	(*****)
4	
5	
6	4-04.5 Payment
7	This section is supplemented with the following:
8	
9	All costs for labor, equipment, and materials required to furnish, place, and compact the
10	crushed surfacing top course for all asphalt concrete approaches and non-paved
11	approaches shall be included in the unit Contract price for "Crushed Surfacing Top
12	Course", per ton.
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17	END OF SECTION
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2	5-02 BITUMINOUS SURFACE TREATMENT
3	(March 3, 2008 Tacoma GSP)
4	
5	5-02.3(1) Equipment
6	The third sentence of the third paragraph is revised to read:
7	
8	Each roller shall not weigh less than 8-tons and shall be capable of providing constant
9	contact pressure.
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12	END OF SECTION
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5-04 HOT MIX ASPHALT

(*****)

This Section is revised according to the following overriding provisions:

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

 All references to "statistical" are revised to read "nonstatistical", and "nonstatistical" evaluation shall be considered synonymous with "test point" evaluation. Thus, all Specifications for test procedures, methods, construction requirements, and requirements for evaluation and acceptance shall apply to the Work with the following exceptions:

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

5-04.1 Description

(*****)

This section is supplemented with the following:

HMA pavement may also consist of fiber reinforcement evenly distributed throughout the approved mix.

5-04.2 Materials

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

For Subsection 5-04.2(1) the term "Contracting Agency" is revised to read "WSDOT".

Add this new section:

5-04.2(1)D Fiber Reinforced HMA

 Fiber reinforcement shall consist of Aramid fibers and polyolefin fibers, with the polyolefin fibers intended to keep the Aramid fibers together until incorporation into the HMA mix. Once incorporated into the mix and during the HMA production process polyolefin fibers will melt and/or become plastically deformed allowing Aramid fibers to

46 separate.

Aramid fibers shall meet the following requirements:

49 Length 3/4" (19 mm)
50 Form Monofilament
51 Acid/Alkali Resistance Inert

ACIU/AIKAII NESISIAIICE

1 **Tensile Strenath** 400,000 psi 2 Specific Gravity 1.44 3 **Operating Temperatures** -300° F to 800° F (-73° C to 427° C) 4 5

Polyolefin fibers shall meet the following requirements:

3/4" (19 mm) Length Form Fillibrated Acid/Alkali Resistance Inert Specific Gravity 0.91

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

This section is revised to read:

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

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

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Mix designs for HMA shall have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6). The Contractor shall determine anti-strip additive requirements for the HMA and submit laboratory test data for antistripping and rutting in accordance with the following options:

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

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

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

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

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

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

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

This section is revised to read:

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

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

5-04.3 Construction Requirements

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

The second paragraph is supplemented with the following:

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

5-04.3(3)C Pavers

(April 1, 2018 Tacoma GSP)

The second paragraph is deleted.

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

The first paragraph is revised to read:

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

5-04.3(4)C Pavement Repair (April 1, 2018 Tacoma GSP)

This section is revised to read:

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

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

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

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

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

Estimated plan quantities for pavement repair are approximate and are provided for bidding purposes only. The actual dimensions to be used will be verified by the Engineer at the time of construction. Contrary to Section 1-04.6, no changes to the unit prices bid for the various items will be permitted due to any increase or decrease in the amount of pavement repair.

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

5-04.3(6) Mixing (April 1, 2018 Tacoma GSP)

The first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

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

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

The second paragraph is revised to read:

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA mixture test sections at the beginning of paving, using at 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:

- If test results are found to be within specification requirements, additional testing will be at the engineer's discretion.
 - ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

- iii. For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.
- iv. If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results (April 1, 2018 Tacoma GSP)

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

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

 Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.

2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

3. The Contractor shall make no claim for untimely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof).

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

This section is deleted.

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

This section is deleted.

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

The title of this section is revised to read:

5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing The second paragraph is revised to read:

Compaction tests will be performed at a minimum of 5 various locations, as determined by the Engineer, for each 400 tons placed. The locations will be determined by the

stratified random sampling procedure conforming to WSDOT Test Method T 716. For an area in progress with a CPF less than 0.75, a new compaction sequence will begin at the Contractor's request after the Project Engineer is satisfied that material conforming to the Specifications can be produced. The Compaction Test Procedures will be provided to the Contractor by the Contracting Agency at the Pre-Construction Conference or a Pre-Paving Meeting, prior to the placement of HMA material on site.

This Section is supplemented with the following:

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

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

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

Add this new Section:

5-04.3(17) Fiber Reinforced HMA (******)

Fiber reinforcement shall be added to the approved HMA mix at a rate of 1 pound of fiber per 1 ton of HMA.

 Fiber shall be added to the HMA mix through specialized equipment that can accurately proportion and/or meter, by weight, the proper amount per batch for batch plants, or continuously and in a steady uniform manner for drum plants. Alternatively, upon the approval of the engineer, fiber may be added manually using pre-weighed dissolvable bags.

Specialized equipment shall be of the type and capable of controlling the weight of fibers added as recommended by the fiber manufacturer.

Fiber shall be mixed with the HMA in accordance with the fiber manufacturer's recommendations.

5-04.4 Measurement

41 (*****)

The first paragraph is revised to read:

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

1	The constant across worth in various to vend
2 3	The second paragraph is revised to read:
4 5	No specific unit of measure will apply to roadway cores, which shall be included in the measurements for the HMA items that are included in the Proposal.
6 7 8	This section is supplemented with the following:
9 10	No specific unit of measure will apply to anti-stripping additive, which shall be included in the measurements for the HMA items that are included in the Proposal.
11	
12	5-04.5 Payment
13	(*****) Pay items for "Joh Mix Compliance Price Adjustment" and "Compostion Price
14 15	Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment" are deleted.
16	Adjustifierit are deleted.
17	The following pay items for HMA are revised to read:
18	
19	"HMA Cl PG", per ton.
20	
21	The unit Contract price per ton for "HMA CI PG" shall be full payment for all
22	costs incurred to carry out the requirements of Section 5-04, including coring and testing,
23	and shall include anti-stripping additive, asphalt wedge curbs, thickened edges, curb
24	drains, asphalt approaches, and connection to existing drains in accordance with the
25	Contract. This includes HMA for prelevel and pavement patches. Any costs that are
26	already included in other Bid items in the Proposal shall not be included in the unit
27	Contract prices per ton for these HMA Bid items.
28	This section is supplemented with the following:
29	This section is supplemented with the following:
30 31	"Fiber Reinforced HMA Cl PG", per ton.
32	Tibel Neimorced Tiviz Oi T O , per ton.
33	The unit Contract price per ton for "Fiber Reinforced HMA CI. PG" shall be full
34	payment for all costs incurred to carry out the requirements of Section 5-04, including
35	coring and testing, and shall include fiber reinforcement anti-stripping additive, asphalt
36	wedge curbs, thickened edges, curb drains, asphalt approaches, and connection to
37	existing drains in accordance with the Contract. This includes HMA for prelevel and
38	pavement patches. Any costs that are already included in other Bid items in the Proposal
39	shall not be included in the unit Contract prices per ton for these HMA Bid items.
40	
41	END OF SECTION
42	
43	

6-02 CONCRETE STRUCTURES (******)

6-02.3(2)B Commercial Concrete

 This section is supplemented with the following:

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

6-02.3(6)A2 Cold Weather Protection

This section is revised to read:

This Specification applies when the weather forecast on the day of concrete placement predicts air temperatures below 35°F at any time during the 7 days following placement. The weather forecast is based on predictions from the Western Region Headquarters of the National Weather Service. This forecast can be found at www.wrh.noaa.gov.

The temperature of the concrete shall be maintained above 40°F during the entire curing period or 7 days, whichever is greater. Prior to placing concrete in cold weather, the Contractor shall provide a written procedure for cold weather concreting to the Engineer. The procedure shall detail how the Contractor will adequately cure the concrete and prevent the concrete temperature from falling below 35°F. Extra protection shall be provided for areas especially vulnerable to freezing (such as exposed top surfaces, corners and edges, thin sections, and concrete placed into steel forms). Concrete placement will only be allowed if the Contractor's cold weather protection plan has been accepted by the Engineer.

The Contractor shall not mix nor place concrete while the air temperature is below 35°F, unless the water or aggregates (or both) are heated to at least 70°F. The aggregate shall not exceed 150°F. If the water is heated to more than 150°F, it shall be mixed with the aggregates before the cement is added. Any equipment and methods shall heat the materials evenly. Concrete placed in shafts and piles is exempt from such preheating requirements.

 The Contractor may warm stockpiled aggregates with dry heat or steam, but not by applying flame directly or under sheet metal. If the aggregates are in bins, steam or water coils or other heating methods may be used if aggregate quality is not affected. Live steam heating is not permitted on or through aggregates in bins. If using dry heat, the Contractor shall increase mixing time enough to permit the aggregates to absorb moisture.

 Starting immediately after placement, the concrete temperatures shall be maintained at or above 40°F and the relative humidity shall be maintained above 80 percent. These conditions shall be maintained for a minimum of 7 days or for the cure period required by Section 6-02.3(11), whichever is longer. During this time, if the temperature of the concrete falls below 40°F no curing time is awarded for that day. Should the Contractor fail to adequately protect the concrete and the temperature of the concrete falls below 35°F during curing, the Engineer may reject it.

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete

during cold weather will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer's permission.
END OF SECTION

1 2 3	7-04 STORM SEWERS (March 17, 2003 Tacoma GSP)
4	
5	This section is deleted. The requirements of Section 7-17 shall apply to storm sewers
6	
7	
8	END OF SECTION
9	
10	
11	

7-05

(March 23, 2010 Tacoma GSP)

7-05.1 Description

 This section is supplemented with the following:

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

MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

7-05.3 Construction Requirements

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

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

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

This section is replaced with the following section:

7-05.3(1) Adjusting Utility Structures to Grade

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

The materials and methods of construction shall conform to the requirements specified in Section 7-05.3 and Standard Plan No. SU-25 or SU-37. The finished structure shall conform to the requirements of the standard plan for the specific structure.

Where indicated on the plans to use a combination inlet frame and grate for "Adjust Existing Catch Basin, Furnish New Frame and Solid Cover," it shall be used in place of a vaned grate. All frame and solid covers shall conform to WSDOT Standard Plan B-30.20.04.

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

 Where shown on the plans for water main valve chambers to be adjusted to grade, existing valve cans and covers shall be replaced with new castings. New water valve cans and covers for "Adjust Existing Valve Chamber to Grade" will be provided by the Contracting Agency. The Contractor shall coordinate with the Contracting Agency for pick-up of the castings. The contractor shall arrange pick-up, a minimum of **5 working days** prior, with:

Geff Yotter, Water Distribution Operations Manager, By phone at 253-502-8253 (office) or 253-377-5966 (mobile) or by email at GYotter2@cityoftacoma.org

The pick-up location shall be:

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

Where shown in the Plans to adjust utility structure to grade and the new cover will be located within the sidewalk, bike lane, crosswalk or other pedestrian pathway, the contractor shall furnish a new cover with non-slip coating to be used for the utility adjustment. The slip resistant coating material for these utility covers is intended to withstand rough weather, daily vehicle wear and tear, and have a minimum coefficient of friction of 0.6.

7-05.3(3) Connections to Existing Manholes

The first sentence is revised to read:

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

The following Section is added:

7-05.3(3) Reconnect Existing Sewer Pipe to New Structure (******)

The Contractor shall reconnect existing sewer pipes to new structures where shown on the plans. The Contractor shall locate the existing pipe and place the new structure in line with the existing pipe. The invert elevation shall be field determined.

The Contractor shall cut the existing sewer pipe within 5 feet of the new structure and work within the pavement removal limits according to the plans. The Contractor shall connect the existing pipe to the new structure using the same pipe material and size if possible; or use a similar interior size PVC, RCP, or DI pipe depending on pipe cover and connection options with appropriate pipe adaptors. Submit manufacturer's recommendations.

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

7-05.3(4) Potholing Existing Utilities

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

The pothole may be excavated by conventional excavation methods or by the use of a vacuum truck. The test hole for the conventional method shall be a minimum of 48" by 48" in width. The test hole shall be no deeper than 17 feet in depth. Gravel borrow shall

1 be used to backfill the excavated hole. The gravel borrow shall be compacted in accordance to section 2-09 of the standard specifications. Three inches of asphalt shall 2 3 be placed on top of the gravel borrow to provide a driving surface in a travel lane. 4 5 7-05.4 Measurement 6 The sixth paragraph is revised to read: 7 Connections to existing structures will be measured per each. 8 9 10 This section is supplemented with the following: 11 12 Reconnecting existing sewer pipes to new manhole structures will be measured per 13 each. 14 Catch Basin Type 2 in excess of 10 feet in height will be measured per linear foot for 15 each additional foot of height over 10 feet. Measurement will be the distance from the 16 flow line of the outlet pipe to the top of the manhole ring measured to the nearest foot. 17 18 Measurement of the Pothole Existing Utility shall be measured per linear foot from the 19 20 surface of the existing ground to the bottom of the excavated test hole. 21 7-05.5 Payment 22 23 The first paragraph is supplemented with the following: 24 The unit Contract price for "Manhole" shall be full pay for all work required to 25 furnish and install the new manhole to finished grade, including, but not limited to, 26 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s), 27 28 channeling, covers, frames, ladders, steps, and handholds, as applicable per Standard 29 Plans. 30 31 The unit Contract price for "Catch Basin" shall be full pay for all work required to furnish and install the new catch basin to finished grade, including, but not limited to, 32 33 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s), 34 frame, cover, inlet as applicable per Standard Plans. 35 36 The pay item for Connect New Sewer Pipe ___-Inch Diam. To Existing Structure is revised to read: 37 38 39 "Connect New Sewer Pipe to Existing Structure", per each 40 The unit Contract price per each for "Connect New Sewer Pipe to Existing Structure" 41 shall include connecting new sewer pipes of all diameters. No extra payment shall be 42 43 made for varying sewer pipe diameters. 44 45 This section is supplemented with the following: 46 47 "Reconnect Existing Sewer Pipe to New Structure", per each. 48 49 The unit Contract price per each shall be full pay for all labor, equipment and materials 50 necessary to reconnect the existing sewer pipe of any diameter to the new structure as

specified in Section 7-05.3. No extra payment shall be made for varying pipe diameters.

1	
2	"Adjust Existing Catch Basin, Furnish New Frame and Grate", per each
3	
4 5 6 7 8 9	The unit Contract price per each for "Adjust Existing Catch Basin, Furnish New Frame and Grate" shall be full pay for all costs associated with adjusting the frame and grate to finished grade, including but not limited to, excavating, furnish and place backfill, furnishing and installing the new frame and grate, compacting, surfacing, and restoration.
10	"Adjust Existing Catch Basin, Furnish New Frame and Solid Cover", per each
11	
12 13 14 15 16 17	The unit Contract price per each for "Adjust Existing Catch Basin, Furnish New Frame and Solid Cover" shall be full pay for all costs associated with adjusting the frame and cover to finished grade, including but not limited to, excavating, furnish and place backfill, furnishing and installing the new frame and solid cover, compacting, surfacing, and restoration.
18	"Adjust Existing Valve Chamber to Grade", per each
19	Adjust Existing valve Chamber to Grade, per each
20 21 22 23	The unit Contract price per each for "Adjust Existing Valve Chamber to Grade" shall be full pay for all costs associated with the adjusting the valve chamber to finished grade, including but not limited to, excavating, furnish and place backfill, compacting, surfacing, and restoration.
24 25	"Pothole Existing Utility", per linear foot
26 27 28 29 30	The unit contract price per linear foot for "Pothole Existing Utility" shall be full pay for all labor, equipment, and materials required to perform potholing, complete and close the pothole, and construct temporary pavement repair in accordance with these specifications, and section 5-04.
31 32 33 34 35	For the purpose of providing a common Proposal for all Bidders, the quantity for "Pothole Existing Utility" has been entered in the Proposal based on 12 test holes to be excavated to prevent construction conflicts. These 12 test holes are indicated on the Plans. Payment shall be made for the actual quantity used.
36 37 38 39	

END OF SECTION

1	
2	7-07 CLEANING EXISTING DRAINAGE STRUCTURES
3	(March 23, 2010 Tacoma GSP)
4	
5	7-07.3 Construction Requirements
6	Item three of paragraph two is revised to read:
7	
8	4. If sediment and water from structures does not meet the conditions described
9	in 1 or 2 above, the Contractor shall collect and dispose of all water used and
10	all debris generated in cleaning operations. No cleaning water or debris shall
11	be flushed downstream beyond the limits of the work.
12	
13	This Section is supplemented with:
14	
15	All lines shall be cleaned prior to any inspection of an existing drainage line or structure.
16	
17	7-07.5 Payment
18	This section is revised to read:
19	
20	All costs for cleaning existing drainage structures shall be included in other bid items in
21	the Bid Proposal.
22	END OF SECTION
23	END OF SECTION
24	
25	

1 2 3	7-08 GENERAL PIPE INSTALLATION REQUIREMENTS (September 20, 2018 Tacoma GSP)
4 5	7-08.3 Construction Requirements
6 7 8 9	7-08.3(1)A Trenches The tenth paragraph of this section is deleted. All dewatering requirements are found in section 8-01.3(1)C.
10 11	7-08.3(1)B Shoring This section is supplemented with the following:
12 13 14	Shoring shall be completed as specified in Specification Section 2-09.
15 16 17	7-08.3(1)C Bedding the Pipe This section is supplemented with the following:
18 19 20	Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma Standard Plan No. SU-16.
21	7-08.3(2)F Plugs and Connections
22 23	This section is supplemented with the following:
24 25 26	Rigid Couplings, manufactured by Romac Industries, Inc., or Engineer approved equal, shall be used at any pipe joint in which bell and spigot or fused joints are not used. Flexible couplings are not permitted, except for side sewer installation.
27 28 29 30	7-08.3(2)G Jointing of Dissimilar Pipe This section is revised to read:
31 32 33	Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac Industries, Inc., or Engineer approved equal, except for side sewer installation.
34 35	7-08.3(3) Backfilling The second paragraph is revised to read:
36 37 38 39 40 41 42 43	Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma Standard Plan No. SU-16. (Pipe zone backfill shall meet the requirements of Section 9-03.9(3) for Crushed Surfacing Top Course. Backfill above pipe zone and extra excavation area backfill material shall meet the requirements of Section 9-03.12(2), Gravel Backfill for Walls.) Recycled concrete shall not be used for pipe zone bedding, pipe zone backfill, backfill above pipe zone, and extra excavation area backfill.
44 45	The fourth paragraph is revised to read:
46 47 48 49 50	Backfill above the pipe zone shall be accomplished in such a manner that the pipe will not be shifted out of position nor damaged by impact or overloading. If pipe is being placed in a new embankment, backfill above the pipe zone shall be placed in accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved areas, or Roadways, backfill above the pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 95-percent maximum density. If pipe is

being placed in non-traffic areas, backfill above the pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 85-percent maximum density. All compaction shall be in accordance with the Compaction Control Test of Section 2-03.3(14)D. Material excavated from the trench shall be used for backfill above the pipe zone, except that organic material, frozen lumps, wood, rocks, or pavement chunks larger than 6-inches in maximum dimension shall not be used. Material determined by the Engineer to be unsuitable for backfill at the time of excavation shall be removed and replaced with imported backfill material meeting the requirements of Section 9-03.12(2). Material determined to be suitable for backfill at the time of excavation shall be stockpiled and used for backfill material. If the stockpiled material becomes unsuitable, the Contractor shall furnish suitable material in an amount equal to that, which became unsuitable, at no expense to the Contracting Agency.

Section 7-08.3 is supplemented with the following:

7-08.3(5) Temporary Bypass Pumping

 It shall be the Contractor's responsibility to maintain operation of the existing storm and/or sanitary sewer systems throughout the duration of the project without any interruption of sewer service. The Contractor shall divert all flows around each segment of the pipe designated for replacement. This diversion shall consist of redirecting flow from an upstream manhole and pumping it to a manhole downstream of the replacement operation. After the pipe replacement work is completed and accepted by the City, flow shall be returned to the reconstructed storm or sanitary sewer. The area affected by the bypass operation shall be fully restored.

Bypass pumping shall be scheduled for continuous operation with back-up equipment available at all times for periods of maintenance and refueling or failure of the primary bypass pump(s) or diversion system. If the Contractor's operation requires bypass pumping at night, he/she must provide monitoring personnel at all times to ensure the system remains functional.

Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage or stormwater shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall be redirected into the appropriate sewer system. The discharge of storm water to private property, city streets, sidewalks, sanitary sewer, or any location other than an approved storm sewer is prohibited. The discharge of sewage to private property, city streets, sidewalks, storm sewer, or any location other than an approved sanitary sewer is prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines should the Contractor's operation cause any backups, overflows, or property damage. The Contractor's bypass operation shall be sized to handle, at a minimum, the full pipe capacity in each subject line removed from service. If flow conditions are greater than full pipe, the Contractor may elect to wait for flow conditions to subside prior to removing the subject line from service. Working days may be adjusted per Specification 1-08.5. Once the Contractor removes a section of line from service he/she is responsible to bypass any and all flow in the system during construction, even in the event the system surcharges and exceeds the full pipe capacity, until the line is returned to service.

The Contractor shall submit a Bypass Pumping Plan in accordance with Section 1-05. The Contractor's plan for bypass pumping shall be reviewed by the City before the Contractor will be allowed to commence bypass pumping. The review of the bypassing

system and equipment by the Engineer shall in no way relieve the Contractor of his responsibility and public liability.

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

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

7-08.3(6) Abandon Existing Pipe

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

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

7-08.4 Measurement

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

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

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

7-08.5 Payment

The bid items "Structure Excavation Class B", " Structure Excavation Class B Incl. Haul", and "Shoring or Extra Excavation Class B" shall be revised to read:

"Structure Excavation Class B", "Structure Excavation Class B Incl. Haul", and "Shoring or Extra Excavation Class B" shall be paid in accordance with Specification Section 2-09.5

This section is supplemented with the following:

This section is supplemented with the following:

"Temporary ____ Sewer Bypass", per lump sum.

1	The lump sum Contract prices for "Temporary Sewer Bypass" shall be full payment
2	for labor, equipment, and materials, including but not limited to, personnel, fuel,
3	monitoring, power, pumps, piping, barricades, emergency stand-by equipment,
4	trenching, surface restoration costs, and all other work necessary to maintain
5	uninterrupted storm and sanitary sewer services by bypassing the applicable sewer
6	system flows.
7	
8	"Temporary Sewer Bypass Plan", per lump sum
9	
10	The lump sum Contract price for "Temporary Sewer Bypass Plan" shall be full pay
11	for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
12	revisions for the Temporary Bypass Plan.
13	
14	"CDF for Pipe Abandonment", per cubic yard.
15	
16	The unit Contract price for "CDF for Pipe Abandonment" shall be full payment for all
17	labor, materials, and equipment necessary to abandon the sewer pipes.
18	
19	
20	END OF SECTION
21	

1 2 7-17 SANITARY SEWERS 3 (March 4, 2014 Tacoma GSP)

7-17.1 Description

This section is supplemented with the following:

All references to sanitary sewer shall also mean storm sewers.

7-17.2 Materials

The first paragraph is revised to read:

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

This section is supplemented with the following:

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

7-17.3 Construction Requirements

7-17.3(2)A General

The first paragraph is revised to read:

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

7-17.3(2)H Television Inspection

 The first sentence is revised to read:

 The Contractor shall video inspect all sanitary and storm sewers prior to paving where paving occurs over sewers, or prior to final acceptance.

 The Contractor is to provide the City 72 hours of advanced notice so that a City representative may be present during the inspection if so elected. The video shall be submitted for review which may take up to ten (10) working days. If more than ten (10) working days are required for the Engineer's review of the videos, an extension of time will be considered in accordance with 1-08.8. At a minimum, the video files shall meet the technical requirements of 7-17.3(3). No claim will be allowed for damages, or extensions of time resulting from the rejection of a video due to not meeting the technical requirements, or issues as seen visually with the constructed assets as shown by the video.

7-17.3(3) Technical Requirements

Add the following new section:

General

The Contractor shall hire a third-party television inspection company to perform television inspection services on all new full segments and partial segments of sanitary and storm sewer mains and side sewers, including the connection point between new

and existing pipes, and newly constructed manholes. The television inspection subcontractor must attend the Pre-Construction Conference in order to discuss the submittal process and required formatting of videos and databases, as described in this Section.

Schedule & Review Requirements

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

 The Contractor shall provide the Contracting Agency 72 hours of advance notice so that the Engineer may be present during the inspection if so elected. The inspection video and associated database file for each pipe segment, including all side sewers (if applicable), shall be submitted to the Contracting Agency for review and approval within ten (10) working days of the installation. The Engineer may take up to three working days to review the files. If more than three working days are required for the Engineer's review of the videos, an extension of time will be considered in accordance with Section 1-08.8. No claim will be allowed for damages and no extension of time will be granted resulting from the rejection of a video or database due to not meeting the technical requirements or construction defects identified in the video.

Inspection and Video Criteria

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

The video files shall be recorded and submitted in WMV format and include an unmodified NASSCO-PACP Certified Access Database conducted entirely in digital format with electronic reference to the survey which is intended to be imported into the Contracting Agency's viewing software, GraniteNet. The PACP database must be in MDB format and shall include the Contracting Agency's SAP ID for pipe segments and structures. No other file formats will be accepted unless approved by the Contracting Agency.

 All videos and database files shall be submitted via the Internet web-based project management communications tool, e-Builder software. The Contractor shall review each video and database prior to submitting to confirm formatting is correct and no pipe repairs are needed.

The Contractor shall provide video identifying each pipe segment by manhole, catch basin, and pipe segment SAP ID numbers. The inspection shall identify all connections, general conditions of the sewer pipelines, problem areas, location of all connections or problem areas by linear footage, and observations concerning the condition of the pipe joints. The camera system used shall be capable of travelling up to 500 linear feet.

Although newly constructed, the sewers will likely be in service with flow present during inspections. The Contractor shall clean the main within 24 hours of the CCTV inspection. The lens shall remain clean and clear for the duration of the inspection. Should the lens become soiled, or fogged, or otherwise impaired to any degree that impedes the ability to clearly see the condition of the pipe, the inspection shall be halted to clean and clear the lens. No additional compensation will be made for re-inspections required by the Contracting Agency due to soiled, fogged, or otherwise impaired camera lenses.

The Contractor shall maintain sufficient light levels within the main to allow for visual inspection of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the Contractor shall make certain that the light levels are not so bright that visual inspection is impeded.

The CCTV Inspection shall be a continuous, unedited video and shall include the following information:

- Date of Inspection
- Main segment number
- Upstream and downstream manhole and/or catch basin numbers
- Current distance along the mainline

In addition, the Contractor shall perform wastewater side sewer inspections where they exist via a mainline camera with a lateral launching setup. The lateral launch camera shall be capable of extending at least 30 feet from the main into side sewers and shall include an on-screen footage counter. The quality of the side sewer inspection shall meet the same requirements as the mainline camera. The lateral launch camera must be self-leveling and shall also include a sonde transmitter to locate the side sewer in the event of a defect. All side sewer inspections within a given segment shall be incorporated into the same video and database file as the mainline inspection.

 The Contractor shall bear all costs incurred in correcting any deficiencies found during television inspection including the cost of any additional cleaning and television inspection that may be required by the Engineer to verify the correction of said deficiency.

The Contractor shall be responsible for all costs incurred in any television inspection performed solely for the benefit of the Contractor.

7-17.4 Measurement

 This section is supplemented with the following:

Removal and replacement of unsuitable, contaminated and non-contaminated, backfill material will be determined by the cubic yard in place, based on a neat line measurement per this Section and Section 2-09. Any removal and replacement of unsuitable material outside neat line measurement shall be incidental to the Bid item.

1 2	Horizontal Limits: The horizontal limits shall be as defined in Section 2-09.4.
3 4	Longitudinal Limits: The longitudinal limits shall be as defined in Section 2-09.4.
5 6 7	Lower Limits: The lower limits shall be the top of the pipe zone as shown on Standard Plan No. SU-16.
8 9 10	Upper Limits: The upper limits shall be the subgrade elevation of the proposed roadway section or pavement patch section.
11 12 13 14	All costs associated with the disposal of material located above the upper limits shall be included in the unit contract price for other items of work, unless a proposal item is included for this specific item of work.
15 16	Pipe zone limits are as defined in Standard Plan SU-16.
17 18 19	7-17.5 Payment The first paragraph is supplemented with the following:
20 21	"PVC Storm Sewer PipeIn. Diam.", per linear foot.
22 23	"Ductile Iron Storm Sewer PipeIn. Diam.", per linear foot.
24 25	The second paragraph is revised to read:
26 27 28 29 30 31 32 33 34 35 36	The unit Contract price per linear foot for sewer pipe of the kind and size specified shall be full pay for the furnishing, hauling, and assembling in place the complete installation, including but not limited to, <u>disposal of material excavated within the pipe zone</u> , furnishing and installing pipe bedding and backfill material within the pipe zone, and all wyes, tees, special fitting, joint materials, and other appurtenances necessary for the completion of the installation to the required line and grade, unless proposal items are included for these specific items of work. This unit Contract price per linear foot shall also include all cleaning, testing, side sewer launches, TV inspection, and inspection reports.
37 38	The pay item "Removal and Replacement of Unsuitable Material" is revised to read:
39 40	"Removal and Replacement of Unsuitable Material", per cubic yard.
41 42 43 44 45	The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable Material" shall be full pay for all work required to haul and dispose of the unsuitable material as specified in Section 7-08.3(1)A and the furnishing of suitable backfill material as specified in Section 7-08.3(3).
46 47 48	For the purpose of providing a common proposal for bidders, the proposal quantity for "Removal and Replacement of Unsuitable Material" is based on removal and replacement of all backfill material.

END OF SECTION

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL (******)

8-01.1 Description

The City of Tacoma Stormwater Management Manual is available on the

 The City of Tacoma Stormwater Management Manual is available on the City's website at www.cityoftacoma.org/stormwatermanual.

8-01.3(1) General

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

This section is supplemented with the following:

The adaptive management shall use the means and methods identified in this section and the means and methods identified in the Washington State Department of Transportation's *Temporary Erosion and Sediment Control Manual* or the City of Tacoma's *Stormwater Management Manual* for construction stormwater.

8-01.3(1)A Submittals

This section is revised to read:

The Contractor shall prepare and implement a project-specific Construction Stormwater Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater Management Manual (SWMM), Volume 2. The SWPPP is a document that describes the potential for pollution problems on a construction site and explains and illustrates the measures to be taken on the construction site to control those problems.

The Construction SWPPP shall be prepared as a stand-alone document consisting of two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary Erosion and Sediment Control (TESC) Plans.

The Contracting Agency has prepared the Construction Stormwater Pollution Prevention Plan Checklist to aid the Contractor in development of the SWPPP. This checklist provides the Contractor with a tool to determine if all the major items are included in the Construction SWPPP and on the TESC Plans and can be found in Volume 2, Chapter 2 of the SWMM. Contractors are encouraged to complete and submit this checklist with the Construction SWPPP.

The City of Tacoma has prepared a SWPPP template that can be used for projects in the City of Tacoma. The template can be found on Tacoma's website at: https://www.cityoftacoma.org/cms/One.aspx?portalld=169&pageId=144265. The Contractor developing the SWPPP must ensure that all references are appropriate for the Project.

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

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

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

This section is revised to read:

General Permit.

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

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

 Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the TESC plan. Damaged or inadequate BMPs shall be corrected as needed to assure continued performance of their intended function in accordance with BMP specifications and Permit requirements.

2. Performing monitoring as required by the NPDES Construction Stormwater

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

 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.

 Dewatering Requirements. The Contractor shall design, construct, and operate a dewatering system in accordance with this Section and the SAD Authorization. The Contractor shall have competent workers available at all times for the continuous and successful operation of the dewatering and monitoring system.

Dewatering Plan. The Contractor shall submit a dewatering plan to the Engineer for review in accordance with Section 1-05.3 prior to the start of construction. Review of the dewatering plan submitted by the Contractor shall not relieve the Contractor from full responsibility for adequate design and performance of the system. The Contractor shall be solely responsible for the proper design, installation, operation and maintenance of the dewatering system. The Contractor shall be liable for any damages caused by system failure.

The dewatering plan shall include the following components:

 1. System Components – Describe the method and equipment proposed for dewatering the excavation. The Contractor shall have on hand sufficient pumping equipment and machinery in good working condition for all emergencies, including power outage and flooding

 Treatment Method – Describe how dewatering water that is to be discharged to the City's sanitary sewer system will be treated to meet the applicable discharge limits of the Special Approved Discharge Authorization and Tacoma Municipal Code 12.08. Provide applicable calculations.

3. Point of Discharge – Describe the point of discharge of the dewatering water. Any discharges to private property will require written documentation from the property owner that this point of discharge is permitted. The Contractor shall provide all proposed points of discharge as part of the Special Approved Discharge Authorization Application.

Maintenance Plan – Describe how the designed system will be maintained over the course of the project.
 Monitoring Plan – Describe how discharge will be manitored to a contract of the project.

 5. Monitoring Plan – Describe how discharge will be monitored to ensure compliance with all discharge requirements.

6. Special Approved Discharge (SAD) Authorization Application – The Contractor shall apply for a SAD Authorization as part of the dewatering plan. No discharge of dewatering water to the City's sewer systems will be permitted without obtaining this authorization. The City Construction Manager will provide the SAD authorization application to the Contractor after award of the contract.

Requirements for Dewatering Water Discharge to the Storm Sewer System.

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

Requirements for Dewatering Water Discharge to the Sanitary Sewer System.

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

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

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

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

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

8-01.3(2) Temporary Seeding and Mulching

8-01.3(2)B Temporary Seeding

The first paragraph is supplemented with the following:

All seeding areas shall be seeded with the following mix:

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Type of Seed	% by Weight
Chewings or Annual Bluegrass	40
Festuca rubra var. commutate or Poa	
anna	
Perennial Rye	50
Lolium perenne	
Redtop or Colonial Bentgrass	5
Agrostis alba or Agrostis tenuis	
White Dutch Clover	5
Trifolium repens	

The rate of application shall be 120 lbs per acre.

Seeding fertilizer shall be per seed supplier's recommendations for hydroseed application.

The fifth paragraph is supplemented with the following:

Seed shall be distributed uniformly over the designated area. Half of the seed shall be sown with the sower moving in one direction, and the remainder with the sower moving at right angles to the first sowing.

8-01.3(2)D Temporary Mulching

 This section is supplemented with the following:

 The Contractor shall reapply mulch as needed to protect exposed soil and seeded areas from erosion.

8-01.3(2)E Tackifiers

 This section is supplemented with the following:

 The Contractor shall follow the requirements of the City of Tacoma Surface Water Management Manual BMP C120 for using tackifiers with hydro seeding.

8-01.3(7) Stabilized Construction Entrance

The third paragraph is revised to read:

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

8-01.3(8) Street Cleaning

The fourth paragraph is revised to read:

Street washing with water shall not be permitted.

8-01.3(9)D Inlet Protection

Replace the third paragraph of this section with the following:

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

The section is supplemented with the following:

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

8-01.3(10) Wattles

The fifth and sixth sentences of the first paragraph 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, whichever is greater.

8-01.4 Measurement

8-01.4(2) Item Bids

 This section is supplemented with the following:

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

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

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

No specific unit of measure shall apply to the lump sum item "Erosion Control".

8-01.5 Payment

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.

8-01.5(2) Item Bids

This section is supplemented with the following:

"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.

 The lump sum contract price for "Erosiom/Water Pollution 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

"Erosion/Water Pollution Control", per lump sum.

for the entire duration of the Project.

END OF SECTION

8-02 ROADSIDE RESTORATION (*****)

8-02.2 Materials

This section is supplemented with the following:

Root barrier shall be rigid-type root barrier module panels and shall be at least 75 percent recycled polypropylene or high-impact polystyrene with added ultraviolet inhibitors. Material shall have 0.060-inch to 0.075-inch wall thickness, 18-inch height. Panels shall have reinforcing ribs 1/2-inch deep, raised vertical ribs running perpendicular to sheet, 6 inches on center.

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8-02.3 Construction Requirements

8-02.3(4) Topsoil

 This section is supplemented with the following:

The Contractor shall use Topsoil Type A in accordance with Special Provisions Section 9-14.2 unless otherwise shown on the Plans or as approved by the Engineer.

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation

This section is supplemented with the following:

All grades shall be maintained in the areas to be planted in a true and even condition. The contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades have not been established, the areas shall be finish graded and all surfaces left in an even and compacted condition. The finished grade shall be such that after planting, the grade shall be flush with adjoining surfaces; positive drainage shall also be maintained.

8-02.3(5)A Seeding Area Preparation

Item 4. of this section is revised to read:

 4. Amended topsoil shall be cultivated to a depth of **8** inches or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. Rake to a smooth even grade without low areas that trap water and compact. The finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, driveways and other structures.

8-02.3(5)B Lawn Area Preparation

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Item 3 is supplemented with the following:

The depth of cultivation shall be 4 inches.

 Item 4 is revised to read:

4. Amended topsoil shall be cultivated to a depth of 8 inches settled depth or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. Rake to a smooth even grade without low areas that trap water and compact. The finished grade of the soil shall be 1 inch below the top

1 of all curbs, junction and valve boxes, walks, driveways and other 2 structures. 3 8-02.3(5)C Planting Area Preparation 4 Items 5. of this section is revised to read: 5 6 7 4. Amended topsoil shall be cultivated to a depth of 8 inches or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. 8 9 Do not till or place loose topsoil without compaction and stabilization measures on slopes 3H:1V or steeper. 10 11 12 Item 7 is supplemented with the following: 13 14 The finished grade shall be such that after planting, the grade shall be flush with adjoining vegetative surfaces; positive drainage shall also be maintained. 15 16 17 Add the following new Item: 18 19 9. The contractor shall be careful not to disturb any of the existing or cut 20 slopes. 21 8-02.3(6) Mulch and Amendments 22 23 This section is supplemented with the following: 24 25 Existing Topsoil areas shall be amended in place with Compost in accordance with 26 Standard Plan GSI-01b as specified or as shown per Plans. 27 28 Compost amendment shall be included in Topsoil Type A, B, or C in accordance with Standard Plans GSI-01c and GSI-01d, and compost content is included in the Topsoil 29 30 quantity. 31 32 Coarse Compost can be used as mulch for Planting Areas in accordance with Section 8-33 02.3(6)A below. 34 8-02.3(6)A Compost 35 36 This section is supplemented with the following: 37 Compost as a surface applied mulch shall be Coarse Compost in accordance with BMP 38 39 C125, Section 1.12 and A900 - Compost, Chapter 21.9, of the City of Tacoma Stormwater Management Manual. 40 41 42 The Contractor shall report the amount of cubic yards of Compost incorporated into the 43 project, both as mulch and as topsoil amendment or content. The Contractor shall 44 submit the quantity of Compost per type and supplier. 45 8-02.3(8)C Pruning, Staking, Guying and Wrapping 46 47 This section is supplemented with the following: 48 Crossed or rubbing branches shall be removed providing the natural shape of the tree is 49 50 preserved. Under no circumstances shall pruning be done prior to inspection and approval of plants by the Engineer. All cuts shall be made flush with the parent stem 51

leaving no stubs. Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by callus growth. Cuts that produce large wounds and weaken the tree will not be acceptable.

Top growth removal to compensate for root loss shall not exceed one-third (1/3) of the top growth unless otherwise specified or directed by the Engineer. Cuts created 3/4 inch in diameter shall be treated with an approved tree wound dressing. All pruning shall produce a clean cut without bruising or tearing the bark and shall be in living wood where the wood can properly heal over.

Evergreens shall not be pruned, except to remove injured branches. The use of pole shears and/or hedge shears for pruning deciduous and evergreen trees will not be permitted. All trimmings and other debris left over from the planting operations shall be collected and disposed of off the site.

All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three wires or cables.

All deciduous and evergreen trees shall be staked the same day of planting.

Add the following sections:

8-02.3(8)D Root Barrier

The Contractor shall stake location for approval of the Engineer before proceeding with installation. Assemble the appropriate number of root barrier panels as required in the Plans. Trench immediately adjacent to hardscape to the appropriate depth for installation of specified root barrier so that top of barrier is 1/2 inch to 1 inch (12.7 mm to 25.4 mm) above finished soil grade. Place root barrier in trench, vertical ribs facing toward planting area and tree roots. Where possible, use pavement edge as a guide for root barrier alignment. Backfill adjacent planting soil against the root barrier to promote clean fit to hardscape. Fill to finish grade.

8-02.3(8)E Tree Watering Bags

The Contractor shall install one Tree Watering Bag per tree as shown on the plans, following completion of the planting at the start of the watering season. Install Tree Watering Bag in accordance with manufacturer's instructions and 8-02.3(18) Tree Watering Bag.

8-02.3(9) Seeding, Fertilizing, and Mulching

8-02.3(9)A Dates for Seed Application

The first paragraph is revised to read:

Unless otherwise allowed by the Engineer, and where no irrigation system is to be installed, seed shall beapplied during the following periods only:

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    March 1<sup>st</sup> – June 30<sup>th</sup>
    September 1<sup>st</sup> - October 25
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8-02.3(9)B Seeding and Fertilizing

This section is supplemented with the following:

All seeding areas shall be seeded with the following mix:

Type of Seed	% by Weight
Dwarf Tall Fescue (several varieties)	45
Festuca arundinacea var.	
Dwarf Perennial Rye (Barclay)	30
Lolium perenne var. Barclay	
Red Fescue	20
Festuca rubra	
Colonial Bentgrass	5
Agrostis tenuis	

The rate of application shall be 120 lbs per acre.

8-02.3(10) Lawn Installation

8-02.3(10)A Dates and Conditions for Lawn Installation

The second paragraph is supplemented with the following:

Where no irrigation system is to be installed, the lawn shall be placed during the following period only:

March 1st – June 30th September 1st - October 25

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8-02.3(10)B Lawn Seeding and Sodding

The first paragraph is supplemented with the following:

Seed type, rate, and methods of application shall be in accordance with Section 8-02.9.

The third paragraph is supplemented with the following:

Topsoil shall be tilled in accordance with City of Tacoma Standard Plan GSI-01b. On sloped areas, the sod strips shall be laid perpendicular to the flow of water.

8-02.3(10)C Lawn Establishment

This section is supplemented with the following:

Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

8-02.3(11) Mulch

The first paragraph is supplemented with the following:

Mulch shall be of the type and applied at the rate required in BMPs C120 & 121 of the City of Tacoma Surface Water Management Manual. The contractor shall re-apply mulch to protect exposed soil and seeded areas from erosion.

8-02.3(11)B Bark or Wood Chip Mulch

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

Bark or Wood Chip Mulch shall be feathered to plant material trunks, stems, canes, or root collars, Mulch shall be placed so that it is 1-inch below the top of junction and valve boxes, curbs and pavement edges.

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

Bark or wood chip mulch shall be feathered to plant material trunks, stems, canes, or root collars, and level with the top of junction and valve boxes, curbs and pavement edges.

This section is supplemented with the following:

Bark or wood chip mulch in accordance with Section 9-14.5(3) shall be applied to a minimum depth of 3 inches at the location indicated on the Plans or as directed by the Engineer.

Bark or Wood Chip Mulch shall be placed over all planting beds to the depth and at the locations indicated on the Plans. Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

Mulch shall meet the requirements of Section 9-14.4(3) Bark or Wood Chips of these Special Provisions.

Contractor shall not apply Bark or Wood Chip Mulch directly to the base of tree trunks.

8-02.3(14) Plant Replacement This section is revised to read:

The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and materials warranty for all planted material. The warranty shall cause the Contractor to remove and replace all rejected plant material during the warranty period. The warranty period shall begin at the date of physical completion of the contract and end one calendar year from that date.

The Contractor shall be responsible for growing or providing enough plants for replacement of all plant material rejected during the warranty period. All rejected plant material shall be replaced at dates approved by the Engineer.

All replacement plants shall be of the same species and quality as the plants they replace. Plants may vary in size reflecting one season of growth should the Contractor elect to hold plant material under nursery conditions for an additional year to serve as replacement plants.

Replacement plants will be subject to the original warranty provision as stated above.

Add the following new section:

8-02.3(17) Site Restoration

During the construction of the roadway or HMA overlay, curb ramp construction, curb and gutter construction, and sidewalk construction; the Contractor shall replace in kind, including but not limited to: any lawn, topsoil, plants, wood chip mulch, garden walls, rockery, or irrigation heads/pipes, affected by the work. Each location of work shall be graded to a smooth and even surface, matching existing grades. Grading shall be accomplished to blend the new work with the existing ground lines and to maintain natural drainage courses. In areas abutting the roadway, or where it is common for pedestrians to walk, lawn restoration shall either be protected from any kind of traffic until the end of the establishment period or left in a manner that is firm when subjected to foot traffic. Restoration of grass areas by placement of seed shall be done through hydro-seeding. Hand seeding will not be allowed, except in small areas as allowed by the Engineer. In addition landscaping items not included in the Proposal shall be included under "Site Restoration", lump sum.

All excess materials shall be removed from the site.

8-02.3(18) Tree Watering Bag

Each tree watering bag shall be filled to capacity not less than once per week, during the watering season, which is considered to be April 15th through September 30th. It is the Contractor's responsibility to monitor the water in each watering bag and advise the City if additional water cycles are required. The Contractor shall ensure that each watering bag is functioning correctly and shall replace any malfunctioning, damaged, or stolen watering bags. If watering a bag is stolen or damaged by the acts of others, the City will pay invoice cost with no markup only for the replacement watering bags and the Contractor will be responsible for the labor to install the replacement bags.

Watering will be weather dependent. It is the responsibility of the Contractor to monitor the watering requirements and the frequency may increase or decrease throughout the term of the Agreement. If more than 0.5 inches of rainfall occurs within a 48-hour period, the contractor may elect to forgo tree watering until the rainfall has ceased and for a period of 48 hours following the rain.

Upon completion of the contract, the watering bags in good working condition shall become the property of the City. All other watering bags shall be disposed of by the Contractor. The Contractor shall deliver the watering bags that are good working condition to Environmental Services.

8-02.4 Measurement

The first paragraph is revised to read:

Topsoil, mulch and soil amendments will be measured by the cubic yard in the haul conveyance at the point of delivery.

The third paragraph is revised to read:

Compost will be measured by the cubic yard in the haul conveyance at the point of delivery when included in the proposal.

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2 3	The seventh paragraph is revised to read:
4 5 6	Compost will be measured by the cubic yard in the haul conveyance at the point of delivery.
7 8	The fifteenth paragraph is deleted.
9 10	This section is supplemented with the following:
11 12	No specific unit of measure will be applied to the lump sum bid item Site Restoration.
13 14	8-02.5 Payment
15 16	This section is supplemented with the following:
17 18	"Site Restoration", per lump sum.
19 20 21 22 23 24	The lump sum payment for "Site Restoration" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for restoration of the job site and any landscape items according to the Plans and Specifications, including but not limited to replacement of irrigation appurtenances, grass sod/seed, planting area preparation, soil amendment, grading, cultivating, planting, mulching, cleanup, and water necessary to complete the site restoration, as specified.
25 26 27	
28 29	END OF SECTION
30 31	
32	
33	

1 2 3	8-03 IRRIGATION SYSTEM (******)
5 4 5 6	8-03.1 Description This Section is supplemented with the following:
7 8 9	Repair and relocation of existing sprinkler systems that encroach into the construction zone shall be according to these specifications and Section 2-02, Existing Irrigation Systems.
10 11 12	8-03.3 Construction Requirements
13 14 15	8-03.3(1) General Requirements This section is supplemented with the following:
16 17 18	All electrical work from the electrical source to the controller junction box must be completed by a licensed electrical contractor.
19 20 21	8-03.3(7)A Irrigation Sleeves This section is supplemented with the following:
22 23	Final position of capped sleeves shall be level with the finished grade or mulch.
24 25 26	8-03.3(9)B Irrigation Heads The first sentence is revised to read:
27 28 29 30	Unless otherwise indicated in the Plans, final position of irrigation heads shall be flush and level with or $\frac{1}{2}$ inch below the finished grade in grass or mulch areas as measured from the top of the irrigation head
31 32 33	8-03.3(9)C Valve, Valve Boxes, Hose Bibs The second paragraph is revised to read:
34 35 36	Final position of valve boxes and quick coupler valves shall be level with the finished grade or mulch.
37 38 39	8-03.3(9)E Controller This section is supplemented with the following:
40 41 42	A zone diagram shall be posted in the controller to facilitate the selection of the valves to be operated.
43 44 45	8-03.3(9)G Electrical Wire Installation This section is supplemented with the following:
46 47 48	All electrical work from the electrical source to the controller junction box must be completed by a licensed electrical contractor.
49 50	8-03.10 Flushing and Testing

1	8-03.3(10)A General Requirements
2	This section is supplemented with the following:
3	
4	The Contractor shall advise the Engineer at least 24 hours before pressure tests and
5	flushing are to be conducted.
6	
7	8-03.3(10)B Mainline or Lateral Flushing
8 9	This section is supplemented with the following:
10	The Contractor shall advise the Engineer at least 24 hours before mainline or lateral
11	flushing are to be conducted.
12	naoriing are to be conducted.
13	8-03.3(10)C Mainline or Lateral Hydrostatic Pressure Testing
14	This section is supplemented with the following:
15	
16	The Contractor shall advise the Engineer at least 24 hours before mainline or lateral
17	pressure tests are to be conducted.
18	0.00.0(40) A. D. II(DI
19	8-03.3(13) As-Built Plans, M&O Manuals, and Operating Tools
20	9 02 2/42\C. Operating Tools
21 22	8-03.3(13)C Operating Tools This third paragraph is revised to read:
23	This third paragraph is revised to read.
24	Laminated copies of the timing and valve schedule and zoning diagrams shall be placed
25	in the controller boxes and in locations specified by the Engineer.
26	
27	
28	END OF SECTION
29	
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3 4	(April 1, 2018 Tacoma GSP)
5	8-04.1 Description
6	This section is supplemented with:
7	The coolin to cappion and man
8	This work also includes curb repair as specified by the Engineer.
9	
10	8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways
11	The first paragraph is revised to read:
12	
13	Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed
14	with air entrained concrete Class 3000 conforming to the requirements of Section 6-02.
15	
16	Section 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways is supplemented with
17	the following:
18	
19	8-04.3(1)C Integral Cement Concrete Curb
20	
21	When integral curb is being constructed with the pavement, fresh concrete for the
22	integral curb shall be placed at such time as will enable the top section of the curb to be
23	consolidated, finished, and bonded to the pavement slab while the concrete is plastic.
24	Where curb is not being placed integral with the pavement slab, reinforcing steel dowels
25 26	shall be placed in the base section for the curb in accordance with the standard drawing.
27	shall be placed in the base section for the curb in accordance with the standard drawing.
28	8-04.3(3) Vacant
29	This section is replaced with:
30	
31	8-04.3(3) Curb Repair
32	
33	Prior to paving operations, the Contractor shall walk the site with the Engineer to
34	determine areas requiring curb repair.
35	
36	Section 8-04.3 Construction Requirements is supplemented with the following:
37	
38	8-04.3(6) Cold Weather Work
39	
40	The following additional requirements for placing concrete shall be in effect from
41	November 1 to April 1:
42	The Foreign and bell he mattered at least OAL 1997 in the Control of the Control
43	 The Engineer shall be notified at least 24 hours prior to placement of concrete.

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8-04 CURBS, GUTTERS, AND SPILLWAYS

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

Where forms have been placed and the subgrade has been subjected to frost, no

concrete shall be placed until the ground is completely thawed. At that time, the

forms shall be adjusted and subgrade repaired as determined by the Engineer.

When temperatures below 35 degrees Fahrenheit are predicted up to 7 days

after pouring the concrete, the concrete shall be covered in blankets.

1 2	8-04.5 Payment (******)
3	The bid item "Cement Conc. Traffic Curb and Gutter" is revised to read:
4	
5	"Cement Conc. Traffic Curb and Gutter", per linear foot
6	
7	The unit contract price per linear foot for "Cement Conc. Traffic Curb and Gutter" shall
8	be full pay for all labor, tools, equipment, and materials required to construct concrete
9	curbs and gutters according to the Plans and these Specifications. This bid item shall
10	include all other curb types that are not specifically included in the bid Proposal.
11	
12	For the purpose of providing a common Proposal for all Bidders, the Proposal quantity
13	for "Cement Conc. Traffic Curb and Gutter" is based on the quantity shown on the Plans
14	and an estimated amount of curb repair.
15	
16	END OF SECTION
17	
18	
19	

2	8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES (April 1, 2018 Tacoma GSP)
4	
5	8-06.3 Construction Requirements
6	The first paragraph is revised to read:
7	
8	Cement concrete driveway approaches shall be constructed with air entrained concrete
9	Class 3000 conforming to the requirements of Section 6-02 or Portland Cement
10	Concrete Pavement conforming to the requirements of Section 5-05.
11	This postion is supplemented with the following sub-costion:
12 13	This section is supplemented with the following sub-section:
13 14	8-06.3(1) Cold Weather Work
15	0-00.0(1) Oold Weather Work
16	The following additional requirements for placing concrete shall be in effect from
17	November 1 to April 1:
18	
19	The Engineer shall be notified at least 24 hours prior to placement of concrete.
20	 All concrete placement shall be completed no later than 2:00 p.m. each day.
21	• Where forms have been placed and the subgrade has been subjected to frost, no
22	concrete shall be placed until the ground is completely thawed. At that time, the
23	forms shall be adjusted and subgrade repaired as determined by the Engineer.
24	 When temperatures below 35 degrees Fahrenheit are predicted up to 7 days
25	after pouring the concrete, the concrete shall be covered in blankets.
26	0.00 F Downsont
27	8-06.5 Payment The third percentage is revised to read
28	The third paragraph is revised to read This section is revised to read:
29 30	This section is revised to read.
30 31	Payment will be made in accordance with Section 1-04.1, for the following Bid item:
32	Taymone will be made in accordance with coolen 1 of 11, for the following bla term.
33	(*****)
34	Cement Conc. Driveway Entrance", per square yard.
35	
36	The unit contract price per square yard for "Cement Conc. Driveway Entrance" shall be
37	full pay for all labor, tools, equipment, and materials required to construct concrete
38	driveways in segments; excavation and construction and removal of Temporary Driveway
39	Access shall be included. All types of concrete driveway entrances are included in this
40 44	bid item.
41 42	Excavation required for the construction of the driveway entrance shall be paid for under
+2 43	the unit Contract price for "Roadway Excavation, Incl. Haul" when included in the
44	Proposal. Otherwise, the Contractor shall include all costs associated with excavating,
45	including haul and disposal, regardless of the depth in the unit Contract price for
46	"Cement Conc. Driveway Entrance".

END OF SECTION

1 2 3	8-13 MONUMENT CASES (March 17, 2003 Tacoma GSP)
4 5 6	8-13 MONUMENTS
7 8	8-13.1 Description
9 10 11 12	This Work shall consist of constructing monuments in accordance with the Standard Plan and these Specifications, in conformity with the lines and locations shown in the Plans or as staked by the Engineer.
13 14 15	All existing monuments that are intact shall be removed and sent to the City of Tacoma Testing Lab.
16 17	8-13.2 Materials
18 19 20	Concrete shall be Class 3000 in accordance with the requirements of Section 6-02. 'Ready Mix' bag concrete shall not be used.
21 22	Bronze markers will be supplied by the Contractor.
23 24	8-13.3 Construction Requirements
25 26 27 28 29	The Contractor shall construct the poured monument in accordance with the City of Tacoma Standard Plan SU-01. The brass marker position shall be staked and checked by a Professional Land Surveyor registered in the State of Washington. The brass marker shall be engraved with the PLS number of the Professional Land Surveyor staking and verifying the monument location.
30 31 32 33 34	The Contractor shall obtain a permit for the temporary removal of the Monument from the Washington State Department of Natural Resources and provide a copy of the permit to the Contracting Agency prior to the removal of the existing Monument.
35 36	8-13.4 Measurement
37 38	Measurement of the poured monument will be per each.
39 40	8-13.5 Payment
41 42	Payment will be made in accordance with Section 1-04.1.
43 44	"Poured Monument", per each.
45 46 47 48 49	The unit Contract price per each for "Poured Monument" shall be full pay for all labor, equipment, and materials required to furnish and install the monument, including the removal of existing monuments and necessary pavement removal to accommodate the installation in accordance with the standard plan and specifications.

END OF SECTION

8-14 CEMENT CONCRETE SIDEWALKS (*****) 8-14.3 Description This section is supplemented with: This Work includes stamping artistic concrete stamps as shown on the Plans. 8-14.3 Construction Requirements 8-14.3(3) Placing and Finishing Concrete The fourth paragraph is revised to read: Curb ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans. 8-14.3(4) Curing The second sentence is revised to read: Curing shall be in accordance with Section 5-05.3(13). Section 8-14 is supplemented with the following: 8-14.3(20) Cold Weather Work The following additional requirements for placing concrete shall be in effect from November 1 to April 1: The Engineer shall be notified at least 24 hours prior to placement of concrete. All concrete placement shall be completed no later than 2:00 p.m. each day. Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer. When temperatures below 35 degrees Fahrenheit are predicted up to 7 days after pouring the concrete, the concrete shall be covered in blankets. 8-14.3(21) Thickened Edge for Sidewalk Thickened edge shall be constructed in accordance with the standard plan. 8-14.5 Payment The pay item "Cement Conc. Sidewalk" is supplemented with the following: All additional costs related to the construction of thickened edges shall be included in the unit contract cost for "Cement Conc. Sidewalk". The bid item "Cement Conc. Curb Ramp Type ---", per each is revised to read: "Cement Conc. Curb Ramp", per each

The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for installing the complete curb ramp per Plans and Specifications, and as directed by the Engineer, including ramps, landing, flares, wings, and detectable warning surfaces as specified. This bid item shall include all curb ramp types. The sixth paragraph is revised to read: Excavation required for the construction of the sidewalk shall be paid for under the unit contract price for "Roadway Excavation, Incl. Haul" when included in the proposal. Otherwise, the Contractor shall include all costs associated with excavating, including haul and disposal, regardless of the depth in the unit contract price for "Cement Conc." Sidewalk" and/or "Cement Conc. Curb Ramp Type". **END OF SECTION**

8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL (August 14, 2019 GSP)

8-20.2 Materials

 This section is supplemented with the following:

 The Contractor shall warranty all electrical and mechanical equipment described in this section for satisfactory in service operation for one year following project acceptance. Warranty shall include troubleshooting, labor, materials and all other costs to bring the equipment to a satisfactory level of service. Normal maintenance is not included in the warranty.

8-20.2(1) Equipment List and Drawings

This section is revised to read:

Within 20 days following execution of the Contract, the Contractor shall submit to the Engineer a completed "Request for Approval of Material" that describes the material proposed for use to fulfill the Plans and Specifications.

The Contractor shall submit Type 2 Working Drawings consisting of supplemental data, sample articles, or both, of the material proposed for use. Supplemental data includes such items as catalog cuts, product Specifications, shop drawings, wiring diagrams, etc.

The Engineer's acceptance of any submitted documentation shall in no way relieve the Contractor from compliance with the safety and performance requirements as specified herein.

Submittals required shall include but not be limited to the following:

1. A Type 2 Working Drawing consisting of a material staging plan, should the Contractor propose Contracting Agency-owned property for staging areas.

 2. A Type 2 Working Drawing consisting of a cable vault installation plan showing the exact proposed installation location by Roadway station, offset and the scheduled sequence for each cable vault installation.

 A Type 2E Working Drawing consisting of a pit plan, for each boring pit, depicting the protection of traffic and pedestrians, pit dimensions, shoring, bracing, struts, walers, sheet piles, conduit skids, and means of attachment, casing type, and casing size.

 4. A Type 2E Working Drawing consisting of a boring plan depicting the boring system and entire support system.

8-20.3 Construction Requirements

8-20.3(1) General

 This section is supplemented with the following:

 The Contractor shall call 24 hours prior for inspection before covering any underground conduit, prior to installing any detection loops, or placing concrete for foundations. For inspections, notify Traffic Signal/Streetlighting at (253) 591-5287.

The following existing and temporary equipment shall be deconstructed/removed by the Contractor and delivered to the City of Tacoma Signal/Streetlight Shop located at 3401A South Orchard Street. Care shall be exercised in removing and salvaging the equipment. Any equipment damaged during removal, hauling, and stockpiling shall be repaired or replaced by the Contractor at no expense to the City.

- Controller cabinets and all internal hardware and wiring
- Vehicle detection systems, including video, microwave, and infrared systems, and associated hardware
- Locking junction box security lids, security bolts, and all other wire theft deterrent security hardware

All other equipment shall be removed of and disposed of by the Contractor, including but not limited to the following:

- Wood poles
- All wiring outside of the controller cabinet
- Loops
- Non-LED cobra-head fixtures

8-20.3(5) Conduit

8-20.3(5)A General

This section is supplemented with the following:

As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed in an approved manner. Location wire, in conformance with 9-29, shall be installed in <u>all</u> empty conduits. At least three (3) feet of the location wire shall be neatly coiled and secured to the conduit in the same manner as is shown in Washington State Department of Transportation Standard Plan J-28.70-01, Details A and B.

8-20.3(5)B Conduit Type

This section is supplemented with the following:

Conduit under driveways and other vehicular access ways shall be Schedule 80 high-density polyethylene (HDPE), Schedule 80 PVC, or rigid metal conduit (RMC)

Conduit installed in a joint trench, with power, and that is installed a minimum of 36-inches from finished grade may utilize Schedule 40 PVC in lieu of Schedule 80 PVC. This allowance shall not be construed to permit the use of dissimilar materials in a single run.

Pole riser conduit material types shall be in accordance with applicable City of Tacoma standard plans.

8-20.3(5)D Conduit Placement

This Section is supplemented with the following:

Conduit terminating in pole foundations shall extend to 3 inches below the handhole.

Conduit terminating in controller foundations shall terminate 1 inch above the foundation.

8-20.3(5)E1 Open Trenching

Subsection 5 is revised to read:

5. Trenches located within the paved roadway shall be backfilled with 3 inches of sand over the conduit, followed by material meeting the requirements of Section 9-03.12(3). Compaction shall be in conformance with Section 2-09.3(1)E. All street cuts shall be repaired in accordance with the standard plans.

This section is supplemented with the following new Subsections:

- 7. Where multiple conduit are installed in the same trench, the trench shall be of sufficient width to accommodate all conduit, with a minimum 3-inch separation between each conduit, and a minimum clearance of 1-inch on the sides of the trench. When conduit is laid horizontal to one another, the conduit shall be laid at the same elevation, parallel with one another. When conduit is laid vertically in the same trench, conduit spacers shall be used to maintain the 3-inch separation. Spacers shall be installed in accordance with the manufacturer's recommendations for conduit of that size and type. Additional spacers shall be required where the supported conduit is sagging more than 20% of the nominal diameter of the conduit.
- 8. In all conduit trenches, metallic, detectible, utility warning tape shall be placed at twelve (12) inches below final grade.

8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes

This section is supplemented with the following:

Unless otherwise specified in the plans, or as otherwise directed by the engineer, all junction boxes exposed to vehicular traffic shall be Heavy-Duty. Field adjustment of junction boxes, which cause junction boxes to be installed within an intersection radius and within four feet of the curb face may be required to be Heavy-Duty. Final placement and type of all junction boxes within an intersection shall be as directed by the Engineer.

Adjacent junction boxes shall be separated by a minimum of three-inches.

Concrete meeting the requirements of 6-02.3(2)B shall be placed surrounding all junction boxes except as otherwise provided for below. Concrete shall be flush with the top of the junction box and the adjacent improvements. Concrete shall be cast in place. Junction boxes shall be secured with the concrete border as follows:

- 1. When the junction box is located within a concrete or asphalt section and is located a minimum of 12-inches from the edge of the section, a concrete border will not be required.
- 2. Where junction boxes are located within 12-inches from the edge of the concrete or asphalt section, the junction box shall secured on all sides with a minimum 12-inch wide, 6-inch deep concrete section. Concrete shall be finished in the same manner as the adjacent concrete where applicable.
- Where junction boxes are located within a planter strip, a landscaped area, or other non-hardened surface, the junction box shall be bordered on all sides with a minimum 6-inch wide, 12-inch deep concrete section flush with the top of the junction box.

8-20.3(7) Messenger Cable, Fittings

The second paragraph of this section is deleted.

This section is supplemented with the following:

Cable ties shall be used to neatly secure the signal cable to the span wire at 10-inch centers and shall be tightened at top. Excess tie material shall be completely cut off. The signal control cable shall be below the span wire and shall be straight with no twisting or spiraling.

A minimum 5% sag shall be provided in the span wire when fully loaded with all vehicular signal heads, unless otherwise directed by the Engineer.

8-20.3(8) Wiring

The third paragraph is revised to read:

All splices in underground illumination circuits, induction loop circuits, and magnetometer circuits shall be installed at junction boxes. The only splice allowed in an induction loop circuit shall be the shielded cable to loop wire splice. The only splice allowed in a magnetometer circuit shall be the probe lead-in cable to the magnetometer cable splice.

Induction loop splices and magnetometer splices shall be heat shrink type with moisture blocking material, sized for the conductors. Magnetometer and induction loop splices shall be soldered. The end of the sheathing shall be sealed with a heat shrink insulator.

The fourth paragraph is revised to read:

Signal wiring shall be in conformance with the following:

- 1. All termination for traffic signal control systems shall be in accordance with City of Tacoma Standard Plan TS-15.
- 2. All signal wiring shall be 5-conductor or 2-conductor 14 gauge stranded copper wire unless otherwise shown in the plans.
- 3. For 5-section and bimodal heads, 2-5c-14 gauge conductors shall be utilized.
- 4. 5c wire shall not be split between high voltage and low voltage. Where a pedestrian head and a pedestrian push button share a common pole, a separate 2c shall be pulled in for the push button.
- 5. A single 5c may be split between two pedestrian heads on a common pole with a jumper across the neutral.
- 6. Opticom and detection wiring shall be per manufacturer's recommendations.

 Field wiring of the cabinet shall be done by City of Tacoma Signal Electricians after all wiring has been pulled into the cabinet and properly labeled with a temporary label consisting of white electricians tape with permanent marker. The Contractor shall provide a detailed description/key of all temporary labeling. The cabinet and labeling shall be inspected by the Signal/Streetlight inspector prior to cabinet wiring. The Contractor shall allow five working days for City Electricians to field wire the cabinet after the inspection is complete. Improper or incorrect labeling requiring additional effort by the City may result in additional time required by City forces to wire the cabinet.

The fifth paragraph is revised to read:

 Splices and taps on underground and overhead circuits shall be made with solderless crimp connectors, installed with an approved tool designed for the purpose, to securely join the wires both mechanically and electrically. Splices and taps will be sealed in accordance with this section.

The seventh paragraph is revised to read:

Aerial illumination splices shall be taped with thermoplastic electrical insulating tape equivalent to the original wire insulation rating and thickness. It shall be well lapped over the original insulation.

The eighth paragraph is revised to read:

 All splices in junction boxes and handholes shall be taped and sealed with an electrical coating. Tape splice insulation shall consist of thermoplastic electrical insulating tape equivalent to the original wire insulation rating and thickness. It shall be well lapped over the original insulation and moisture resistant electrical coating shall be applied and allowed to dry. Two layers of thermoplastic tape will then be applied, followed by a second layer of moisture resistant electrical coating.

The ninth paragraph is revised to read:

Illumination cable in light standards shall be #10 AWG USE or "Pole and Bracket" cable, as specified in Section 9-29.3(2)D of the Standard Specifications.

The tenth paragraph is revised to read:

This section is supplemented with the following:

Fifteen (15) feet of slack cable shall be provided at the controller end of all cables terminating in the controller cabinet. A minimum of three (3) feet of slack cable shall be left at all strain poles and junction boxes.

8-20.3(17)B "As Built" Plans

This section is revised to read:

These drawings shall show the routing of all underground conduits. The locations of the conduit shall be dimensioned with a precision and accuracy of 1 foot.

8-20.4 Measurement

Junction Boxes will be measured per each replaced junction box regardless of the type specified for use, unless the junction box is included in an illumination system, signal system, intelligent transportation system, or other type of electrical system lump sum bid.

Traffic Detection Improvements will be measured by lump sum for providing, installation, and operation of an additional GRIDSMART detection camera.

8-20.5 Payment

This section is supplemented with the following:

"Remove and Replace Junction Box", per each.

The unit Contract price per each for "Remove and Relocate Junction Box" shall be full pay for all work to remove the existing junction box, replacing or new placement of the junction box with the specified type and removed as shown in the Plans or as directed by the Engineer. The Contractor shall be responsible to confirm the type of Junction Box to be used and shall replace the Junction Box in-kind to the existing Junction Box. The costs for this work shall include all handling, hauling, disposing, furnishing, excavation, and placing the junction box. Any work to restore facilities, such as but not limited to, providing conduit, rerouting conduit, pulling wire, reconnecting the system and testing the system as directed by the Engineer shall be included in this bid item.

"Traffic Detection Improvements", per Lump Sum

 The lump sum contract price for "Traffic Detection Improvements" shall also include all material, equipment, and work necessary to install the GRIDSMART detection camera as shown in the Plans. The Contractor shall install and test the detection system in accordance with the manufacturer's recommendations and these special provisions.

END OF SECTION

8-22 PAVEMENT MARKING

1 2 3

8-22.1 Description

This section is supplemented with the following:

8

Sharrow Pavement Marking

Sharrow pavement marking shall be provided at locations identified in the plans. Refer to City of Tacoma Standard Plan CH-11 and/or other details specified within these plans and specifications. The product shall be a durable, color stable, non-slip surface.

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Green Durable Product

Green Durable Product shall be provided at locations identified on the plans such as "Bike Box" and "Bike Transition Lane" locations and as directed by the Engineer. Refer to details specified within these plans and specifications. The product shall be a durable, color stable, non-slip surface.

15 16 17

8-22.2 Materials

This section is supplemented with the following:

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All legends and arrows including "Plastic Arrow", "Plastic Sharrow Symbol", and "Plastic Letter" markings shall be a Preformed retro-reflective thermoplastic pavement marking material incorporating a pre-applied bead coating that can be adhered to asphalt, concrete and Portland Cement Concrete pavements by means of heat fusion. All "Plastic Crosswalk Line", and "Plastic Stop Line" shall be hot applied thermoplastic. The applied markings shall be very durable, oil and grease impervious, and provide immediate and continuing retro-reflectivity meeting the requirements of Section 9-34.3(2).

27 28 29

"Green Durable Product" materials shall meet the requirements of section 9-34.3(4) for MMA.

30 31 32

Materials used for curb paint shall be the same as for pavement marking paint per Section 9-34.2.

33 34 35

8-22.3 Construction Requirements

36 37

8-22.3(3)E Installation

38 39 40 This section is supplemented with the following for applying Type B material:

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Effective Performance Life: When properly applied, in accordance with manufacturer's instructions, the preformed marking materials shall be neat and durable. The markings shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other signs of poor adhesion.

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Packaging: The flexible preformed marking material, for use as transverse or bike symbols as well as legends, shall be available in flat form material up to a maximum of 2 foot width by 4 foot length. The material shall be packed in suitable cartons clearly labeled for ease of identifying the contents. Packaging shall not use plastic liners within to separate material from itself. Product packaging shall identify part number and mil thickness.

Material Replacement Provisions: Any properly applied preformed marking materials that shall smear or soften independent of pavement movement or condition within a period of one year from date of application shall be replaced by the supplier.

Installation: The preformed marking materials shall be applied in accordance with the manufacturer's recommendations on clean and dry surfaces. New Portland concrete cement surfaces must be sandblasted to entirely remove curing compound. Marking configuration shall be in accordance with the "Manual on Uniform Traffic Control Devices," where applicable.

New Surfaces: Preformed marking materials specified for newly paved asphalt road surfaces shall be capable of being applied as the original permanent marking on the day the surface is paved.

Fusion: The preformed marking materials shall be fusible to the pavement by means of a propane torch recommended by the manufacturer.

Technical Services: The supplier shall provide technical services as may be required.

8-22.3(3)F Application Thickness

The Section is supplemented with the following:

8-22.3(4) Tolerances for Lines

The allowable tolerance for "Length of Line" is revised to read:

Length of Line: The longitudinal accumulative error within a 32-foot length of skip stripe shall not exceed plus or minus 1 inch.

8-22.4 Measurement

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

Crosswalk lines will be measured by the linear foot of marking installed.

This section is supplemented with the following:

Green Durable Products will be measured by the square foot of marking area installed.

Plastic Sharrow Symbols will be measured by each typical sharrow symbol installed.

8-22.5 Payment

The pay item for Plastic Crosswalk Line is revised to read:

"Plastic Crosswalk Line", per linear foot.

This section is supplemented with the following:

"Green Durable Product", per square foot.

"Plastic Sharrow Symbol", per each.

The unit Contract price for "Plastic Sharrow Symbol", per each shall be full pay for all work to mark the pavement per the detail in the Plans, and City of Tacoma Standard Plan CH-11, regardless of Sharrow type.
END OF SECTION

9-03 AGGREGATES
(September 20, 2018 Tacoma GSP)

9-03.1 Aggregates for Portland Cement Concrete

9-03.1(1) General Requirements
(June 16, 2016 Tacoma GSP)

The seventh paragraph is deleted

9-03.6 Vacant

(Jun 16, 2016 Tacoma GSP)

This section, including the title, is revised to read:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, 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)
100 gyrations
AASHTO T324, WSDOT TM T718 or ASTM D3625
(Acceptable anti-strip evaluation tests)

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

9-03.8 Aggregates for Hot Mix Asphalt (March 9, 2016 APWA GSP)

Supplement section 9-03.8 with the following:

Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA) General Requirements

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max. Degradation Factor 15 min.

Grading

Aggregates for PHMA/PWMA shall meet the following requirements for grading:

Sieve Size	Percent Passing*
¾" square	100
½" square	90 - 100
3/6" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S No. 40	0 - 13
U.S. No. 200	0 - 5

^{*} All percentages are by weight.

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

9-03.12 Gravel Backfill

Add the following new Section:

9-03.12(10) Pea Gravel (September 20, 2018 Tacoma GSP)

Sieve Size	Percent Passing*
3/4" square	100
3/8" square	95-100
U.S. No. 8	0 - 10
U.S. No. 200	0 - 3

32 Sand Equivalent 35 Minimum 33 * All percentages are by weight

1	
2	9-03.21 Recycled Material
3	
4	9-03.21(1) General Requirements
5	(Jun 16, 2016 Tacoma GSP)
6	This section is supplemented with the following:
7	
8	Recycled materials will only be permitted upon approval of the Engineer. Recycled
9	concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone
10	and extra excavation area backfill material.
11	
12	
13	END OF SECTION
14	

1 9-08 PAINTS AND RELATED MATERIALS 2 3 (March 23, 2010 Tacoma GSP) 4 The following section is added: 5 6 9-08.20 Painting Surfaces Systems 7 The surfaces shall be painted in accordance with the type materials and exposures as 8 9 identified in this section. The Contractor shall provide the Engineer with a paint mil. 10 9-08.20(1) Steel 11 12 Α. Exposed/outside exposure (non-galvanized) 13 Section 9-08.1(2)C 1. Primer Coat (2.5-mils) 14 2. Intermediate Coat Section 9-08.1(2)G (3.5-mils) 15 3. Top Coat: Section 9-08.1(2)H (1.0-mils) 16 17 B. Exposed/Interior exposure (non-galvanized) 18 1. Primer Coat: Section 9-08.1(2)C (2.5-mils) 19 20 2. Intermediate Coat: Section 9-08.1(2)G (3.5-mils) 3. Top Coat: Section 9-08.1(2)H (1.0-mils) 21 22 23 C. Unexposed/interior & exterior (non-galvanized) 1. Primer Coat: Section 9-08.1(2)C 24 (2.5-mils) 25 26 D. Exposed/interior & outside exposure (galvanized) 27 1. Primer Coat: Section 9-08.1(2)E (2.5-mils) 28 2. Top Coat: Section 9-08.1(2)H (1.0-mils) 29 E. 30 Powder Coating and Galvanize Coating shall be applied where indicated 31 in the contract documents. All other surfaces to be coated per Section 6-07.3. 32 33 34 F. Painting shall be applied in accordance with Section 6-07.3. 35 36 9-08.20(2) Concrete 37 Exposed/outside exposure 38 39 1. 1st Cost: Section 9-08.3 (3.0-mils) 40 41 B. Exposed/Interior exposure 1. 1st Cost: Section 9-08.1(3) (2.0-mils) 42 2. 2nd Cost: Section 9-08.1(3) (1.0-mils) 43 44 C. 45 Surface to be painted where indicated on contract plans 46 47 D. Colors to be selected by the Project Engineer

48 49 50

1	9-08.20(3) Wood
3	All surfaces to be coated where and in accordance with contract documents as
4	indicated.
5	
6	END OF SECTION
7	

9-14 EROSON CONTROL AND ROADSIDE PLANTING (*****)

9-14.2 Topsoil

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9-14.2(1) Topsoil Type A

This Section is revised to read:

Topsoil Type A shall meet the following requirements:

9 10

- The source Topsoil shall be friable and loamy, and can contain loam, sandy loam, silty loam, clay loam, or a sandy clay loam.
- Topsoil shall be organically amended with Compost before delivery to the job site, and the Compost shall conform to Special Provision 9-14.5(8).
- The amended Topsoil shall have minimum 10% organic matter for use in planting beds
- The amended Topsoil shall have minimum 5% organic matter for grass seeding and lawn areas.
- The pH shall be between 6.0 and 8.0.
- The amended Topsoil shall have maximum 25% passing the #200 sieve.
- The amended Topsoil shall not exhibit visible water or dust during handling.

9-14.4 Mulch and Amendments

9-14.4(3) Bark or Wood Chips

This section is supplemented with the following:

Bark or Wood Chip mulch shall be Arborist Wood Chip Mulch (AWCM).

- 1. Quality: Arborist Wood Chip Mulch shall be coarse ground wood chips (approximately ½" to 6" along the longest dimension) derived from the mechanical grinding or shredding of the above-ground portions of trees. It may contain wood, wood fiber, bark, branches, and leaves; but may not contain visible amounts of soil. It shall be free of weeds and weed seeds including but not limited to the plants Pierce County **Noxious** Weed list available www.piercecountyweedboard.wsu.edu, and shall be free of invasive plant portions capable of resprouting, including but not limited to horsetail, ivy, clematis, knotweed, etc. It may not contain more than ½% by weight of manufactured inert material (plastic, concrete, ceramics, metal, etc.).
- 2. **Gradation**. Arborist Wood Chip Mulch, when tested, shall meet the following loose volume gradation:

Sieve Size	Percent Passing	
	Minimum	Maximum
2"	95	100
1"	70	100
5/8"	0	50
1/4"	0	40

44

- 3. **Submittals.** At the Engineer's request, prior to delivery the contractor shall provide the following:
 - a. The source of the product and the species of trees included in it;
 - b. A sieve analysis verifying the product meets the above size gradation requirement; and,
 - c. A 5 gallon sample of the product, for the Engineer's approval.

9-14.5(8) Compost

This Section is supplemented with the following:

The Compost supplier shall produce Compost from a certified composting facility. Certified compost facilities are included on a list and an interactive map available on the Washington State Department of Ecology Composting website:

https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost

 Compost shall meet the definition for "composted material" per WAC 173-350-100 and comply with standards in WAC 173-350-220, except the feedstock may contain bio solids or manure feed stocks. City of Tacoma TAGRO Potting Soil Mix, which is derived from the municipal solid waste compost program, can be used as Compost or shall be added as part of the Compost mix.

Compost shall meet the following additional criteria:

- No visible water or dust during handling
- 40% minimum to 65% maximum organic content per TMECC
- Carbon to Nitrogen ratio below 25:1, or up to 35:1 for plants native to Puget Sound lowland region, or up to 40% as a coarse compost for surface mulch only.

For use as Topsoil amendment in BMP L613, Post Construction Soil Quality and Depth Compost shall meet the following additional criteria:

 The Compost must originate from a feedstock that contains compost derived from municipal solid waste compost programs. Those facilities that produce compost from food waste post consumer, yard debris, and food scraps can be found on this <u>Department of Ecology WA composting facilities and material types</u> table.

 The compost must originate from a feedstock that has a minimum of 65% recycled plant waste comprised of "yard debris", "crop residues", and "bulking agents". A maximum of 35% post-consumer food waste can be substituted for recycled plant waste. The Compost may have up to 35% bio solids or manure. Percentages are specified by volume. Quoted terms are defined in WAC 173-350-100.

 Stable and mature per TMECC, meaning the Compost tests results show low oxygen use and low CO2 generation, and as capable of supporting plant growth.

Use a Fine Compost per gradation in Section 9-14.5(8).
Refer to Standard Plan series GSI-01b through GSI-01d for application.

Detailed BMP specific Compost Specifications are referred to in the City of Tacoma Stormwater Management Manual, Chapter 21.9, A900 – Compost.

END OF SECTION

1	
2	9-28 SIGNING MATERIALS AND FABRICATION
3	(April 1, 2012 Tacoma GSP)
4	
5	9-28.1 General
6 7	The second sentence of the first paragraph is hereby revised to read:
8	Permanent signs which measure 36 inches or less on a side and are to be mounted on a
9	single post shall be constructed of single 0.080-inch aluminum panels.
10	
11	The third sentence of the first paragraph is hereby revised to read:
12	
13	Sign overlay panels shall be 0.050-inch aluminum panels.
14	
15	9-28.9 Fiberglass Reinforced Plastic Signs
16	This section is deleted in its entirety.
17	
18	
19	END OF SECTION
20	
21	

9	
10 11	Unless otherwise specified, all junction boxes containing interconnect cabling shall be Type 2, Standard Duty with alternate 2 locking lid per state standard plan J-40.10-02.
12	Type 2, Standard Duty with alternate 2 locking lid per state standard plan 3-40.10-02.
13	9-29.2(4) Cover Markings
14	The second paragraph of this section is revised to read:
15	
16 17	Covers shall be marked or embossed with "LT" for boxes containing illumination circuits. Covers shall be marked or embossed with "TS" for boxes containing traffic signal circuits
18	Covers shall be marked or embossed with 10 for boxes containing traine signal circuits
19	9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable
20	This section is supplemented with the following:
21	VA/In the second of the second control of th
22	Where not otherwise specified, all wiring shall meet standard of the industry for the
23	application employed. Wiring shall be consistent with manufacturers' recommendations
24	and meet all applicable codes.
25	0.00.2/0\A. Simula Canducton
26	9-29.3(2)A Single Conductor
27	0.20.2/2\A4. Single Conductor Current Corming
28	9-29.3(2)A1 Single Conductor Current Carrying This position is complementing with the following:
29	This section is supplementing with the following:
30 31	Service connections shall be stranded copper size AWG #6 USE unless otherwise
	shown in the plans. Black conductor insulation shall be used for the service and the
32	·
33	neutral conductor shall be white. Color tape marking shall not be acceptable for the neutral conductor.
34	neutral conductor.
35 36	0.20.2/2\A2. Grounding Flootrode Conductor
	9-29.3(2)A2 Grounding Electrode Conductor This section is supplemented with the following:
37 38	This section is supplemented with the following.
39	Grounding electrode conductor shall be minimum #8 AWG unless otherwise shown in
	the plans. When the ground is pulled through a conduit, the wire shall be insulated.
40	Color tape marking shall not be acceptable for marking the ground.
41 42	Color tape marking shall not be acceptable for marking the ground.
43	9-29.3(2)A3 Equipment Grounding and Bonding Conductors
44	This section is supplemented with the following:
45	3
46	Equipment grounding shall be minimum #8 AWG unless otherwise shown in the plans.
47	When the ground is pulled through a conduit, the wire shall be insulated. Color tape
48	marking shall not be acceptable for marking the ground.

Unless otherwise specified, all junction boxes containing illumination and signal control

cable shall be Type 1, Standard Duty with alternate 2 locking lid per state standard plan

9-29 ILLUMINATION, SIGNALS, ELECTRICAL

9-29.2 Junction Boxes, Cable Vaults and Pull Boxes

(August 14, 2019 Tacoma GSP)

 J-40.10-02.

9-29.3(2)B Multi-Conductor Cable

This section is supplemented with the following:

Two-conductor through 10-conductor unshielded signal control cable, shall have stranded copper conductors, size AWG 14, and shall conform to International Municipal Signal Association (IMSA) signal cable 20-1.

9-29.3(2) Twisted Pair Communication Cable

This section is revised to read:

The cable for interconnect for underground installation shall be IMSA 40-2 #19 AWG 6 twisted pair, shielded, PE outer jacket or IMSA 40-4 #19 AWG 6 twisted pair, figure 8, shielded, PE outer jacket for overhead installation.

9-29.4 Messenger Cable, Fittings

This section is supplemented with the following:

Messenger cable shall be 5/16-inch, seven-wire strand messenger cables conforming to ASTM A 475, extra-high strength grade, 11,200 lbs. min. breaking strength, Class B galvanized.

All guy eye anchor rods shall be double-hub type.

Weatherheads shall be clamp-on type PVC. Where used for signal or flashing beacon conductors, the center of the wire entrance shall be cut or machined out to a large diameter to accommodate entry of multi-conductors. All edges shall be smoothed to avoid chaffing.

All miscellaneous nuts, bolts, washers and fittings shall be stainless steel or brass unless otherwise noted.

All metal line hardware shall be hot-dipped galvanized in conformance with the requirements of ASTM Designation A-153. All eyebolts shall be thimble eye design cast or welded to form a solid eye.

5-strand, class B galvanized steel, pretwisted guy strand dead ends, high strength cable conforming to ASTM Designation A-475, shall be utilized at all span wire terminations. 1/2" rope wire thimbles shall be required where span wire connects to all poles or bull rings, except where thimble eye bolts are used. Span wire shall normally be installed directly pole to pole, unless otherwise directed or specified.

Strain insulators shall be installed where connecting to wood poles. Where span wire is connected to a steel or concrete pole, insulators shall not be installed. Strain insulators shall be wet process, porcelain, conforming to EEI-NEMA Class 54-2 standards for 12,000-pound ultimate strength and shall be installed 9 feet from the pole.

9-29.18 Vehicle Detector

- This section is supplemented with the following:
- 49 Unless otherwise specified in the contract plans, the vehicle detection system provided
- 50 shall be a Gridsmart detection system with the performance and pedestrian modules
- 51 included.

3. Mounting Hardware 4. Composite Fiber Connection Cable for power and communications 5. PoE Media Converters Unless otherwise identified in the project plans, one Bell Camera is required for each intersection. Additional cameras may be required, and will be identified in the project plans when two or more major arterials intersect, or where sight lines require additional cameras. Changes to the intersection layout, or camera locations may require additicameras for proper functionality. Field adjustments to the camera location shall no permitted without approval from the Engineer. The Fiber cable shall connect the Fisheye Sensor and/or other Option sensors using PoE media converters. All mounting hardware and cabling shall meet the manufacturer's recommendations unless otherwise specified herein. END OF SECTION	1 2 3 4 5 6 7	The Grids order to fu including,	Gridsmart Detection System mart system provided shall provide all necessary components required in ally install, setup, test, operate and maintain a fully functional detection system, but not limited to, the following components: Gridsmart Power over Ethernet Bell Camera(s)
4. Composite Fiber Connection Cable for power and communications 5. PoE Media Converters Unless otherwise identified in the project plans, one Bell Camera is required for each intersection. Additional cameras may be required, and will be identified in the project plans when two or more major arterials intersect, or where sight lines require additional cameras. Changes to the intersection layout, or camera locations may require additional cameras for proper functionality. Field adjustments to the camera location shall not permitted without approval from the Engineer. The Fiber cable shall connect the Fisheye Sensor and/or other Option sensors using PoE media converters. All mounting hardware and cabling shall meet the manufacturer's recommendations unless otherwise specified herein. END OF SECTION			
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intersection. Additional cameras may be required, and will be identified in the project plans when two or more major arterials intersect, or where sight lines require additional cameras. Changes to the intersection layout, or camera locations may require additional cameras for proper functionality. Field adjustments to the camera location shall not permitted without approval from the Engineer. The Fiber cable shall connect the Fisheye Sensor and/or other Option sensors using PoE media converters. All mounting hardware and cabling shall meet the manufacturer's recommendations unless otherwise specified herein. END OF SECTION	11	5.	PoE Media Converters
20 unless otherwise specified herein. 21 22 END OF SECTION 23	13 14 15 16 17	intersection plans when cameras. cameras f permitted	on. Additional cameras may be required, and will be identified in the project on two or more major arterials intersect, or where sight lines require additional Changes to the intersection layout, or camera locations may require additional or proper functionality. Field adjustments to the camera location shall not be without approval from the Engineer. The Fiber cable shall connect the
END OF SECTION 23			
	22		END OF SECTION
24 END OF SPECIAL PROVISIONS	24		END OF SPECIAL PROVISIONS

APPENDIX A

CITY OF TACOMA

and

WSDOT STANDARD PLANS

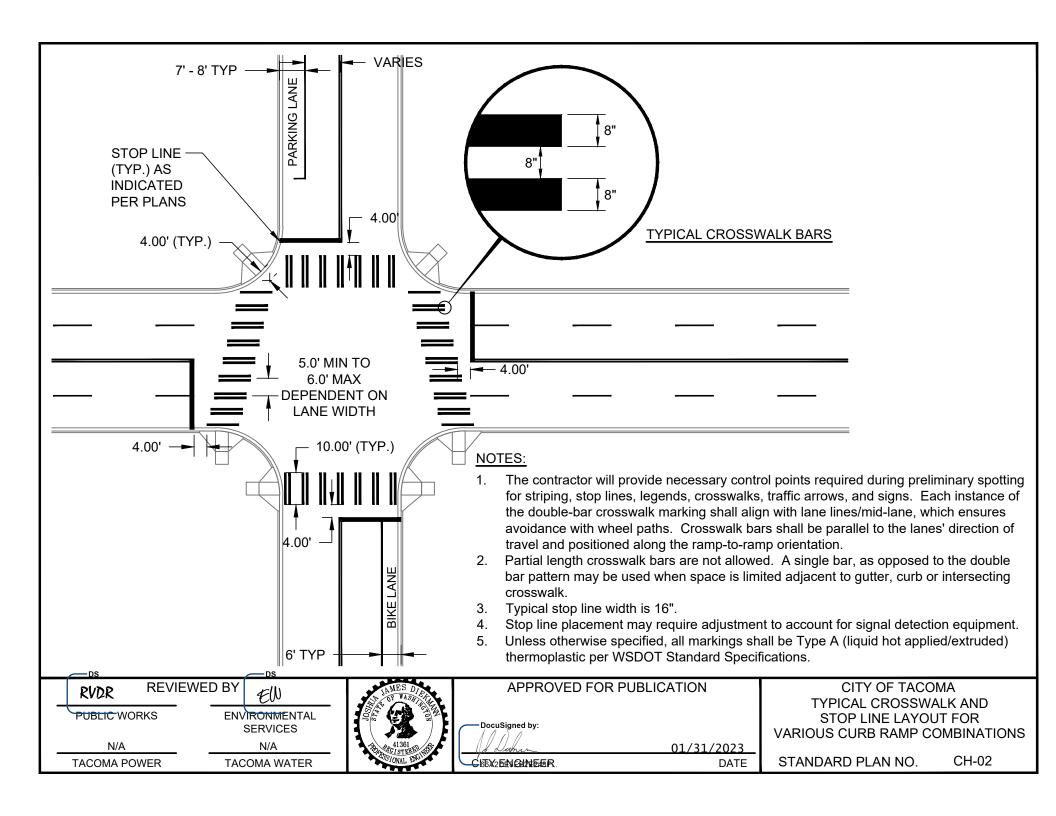
*** Note Standard plans and websites provided below are for contractor convenience. Additional standard plans may be required to construct the project. ***

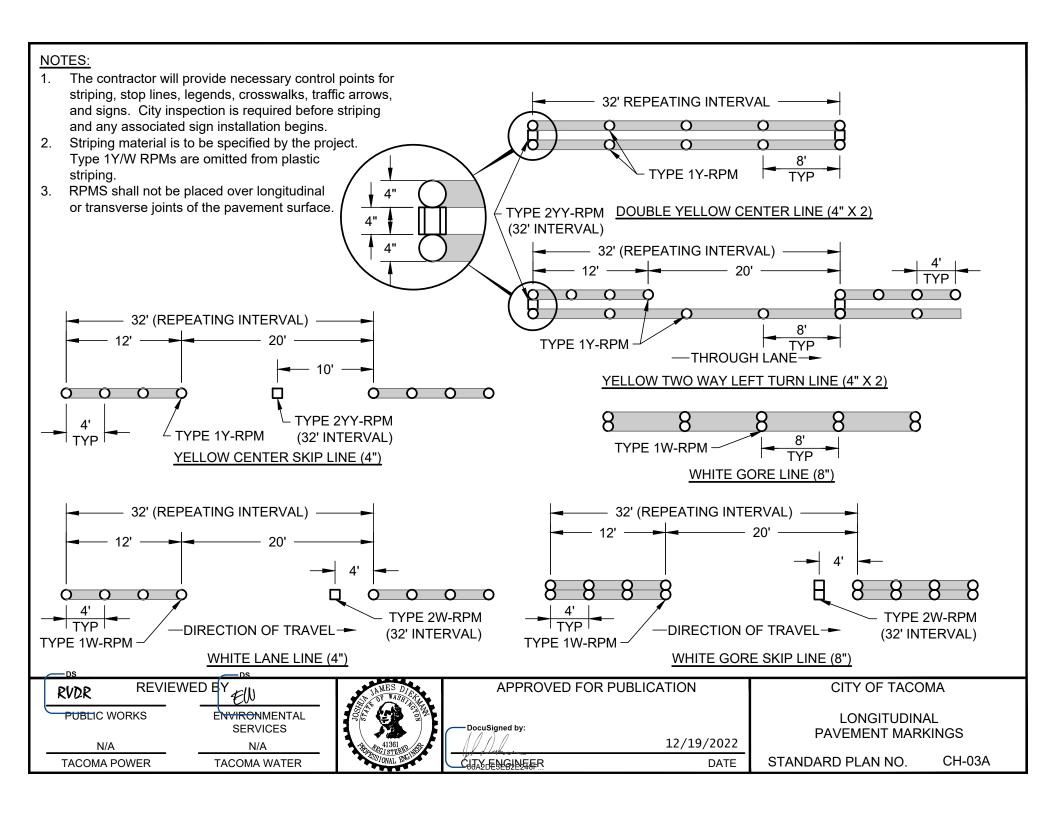
COT Standard Plans Website:

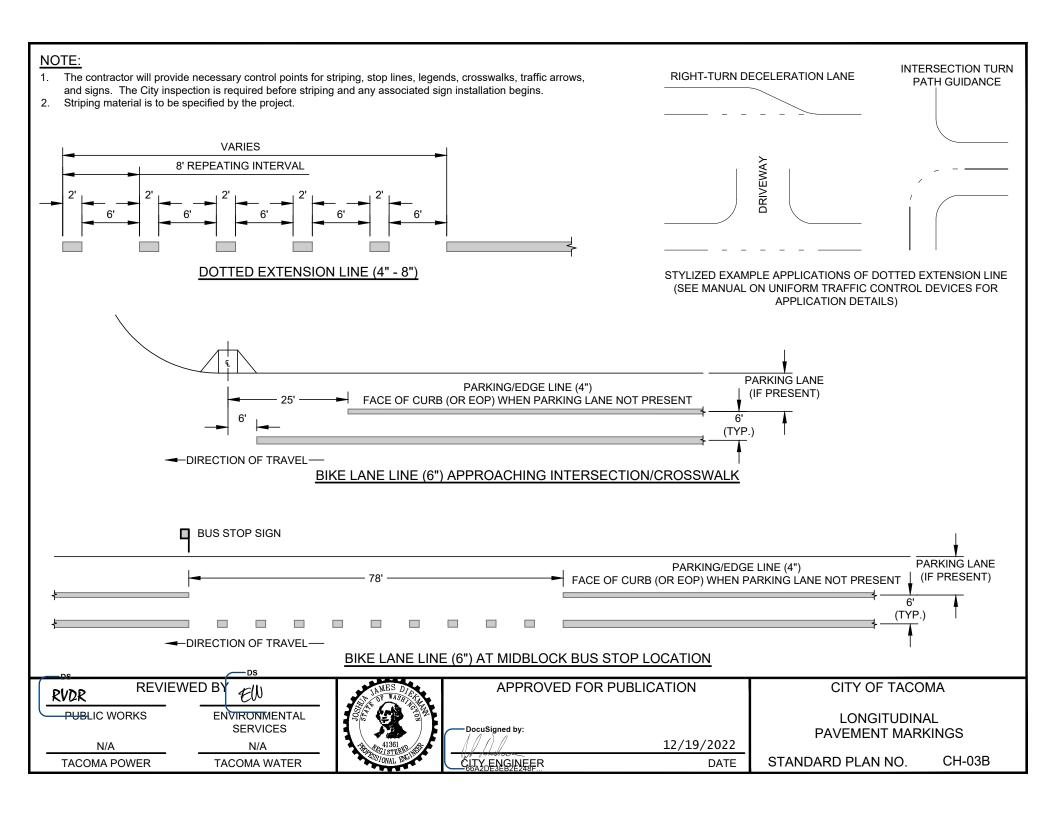
https://www.cityoftacoma.org/government/city_departments/public_works/engine_ering/standard_plans_and_g_i_s_typical_details_

WSDOT Standard Plans Website:

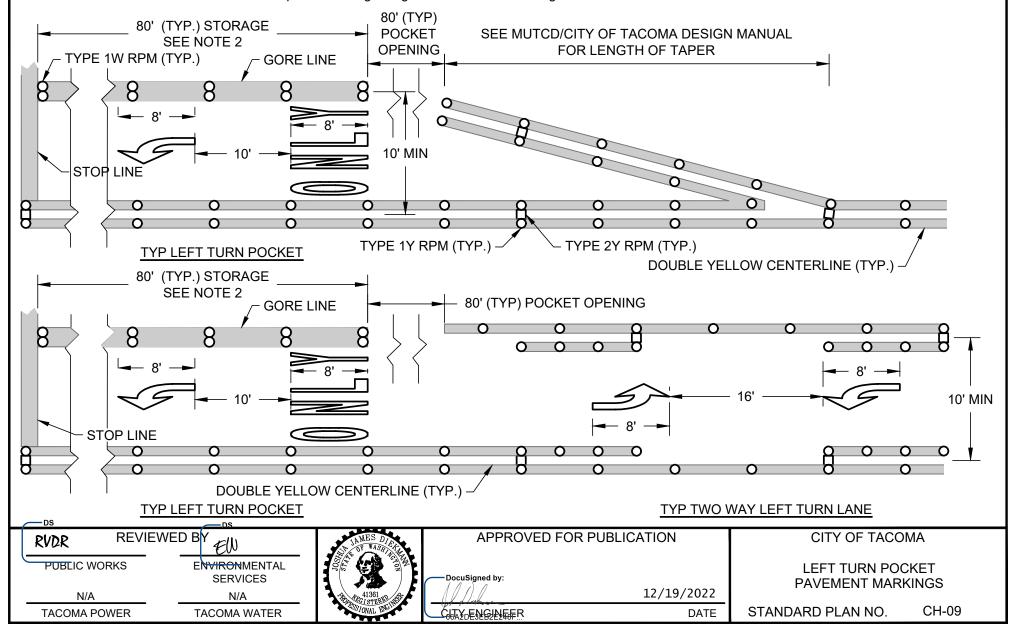
https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/standard-plans

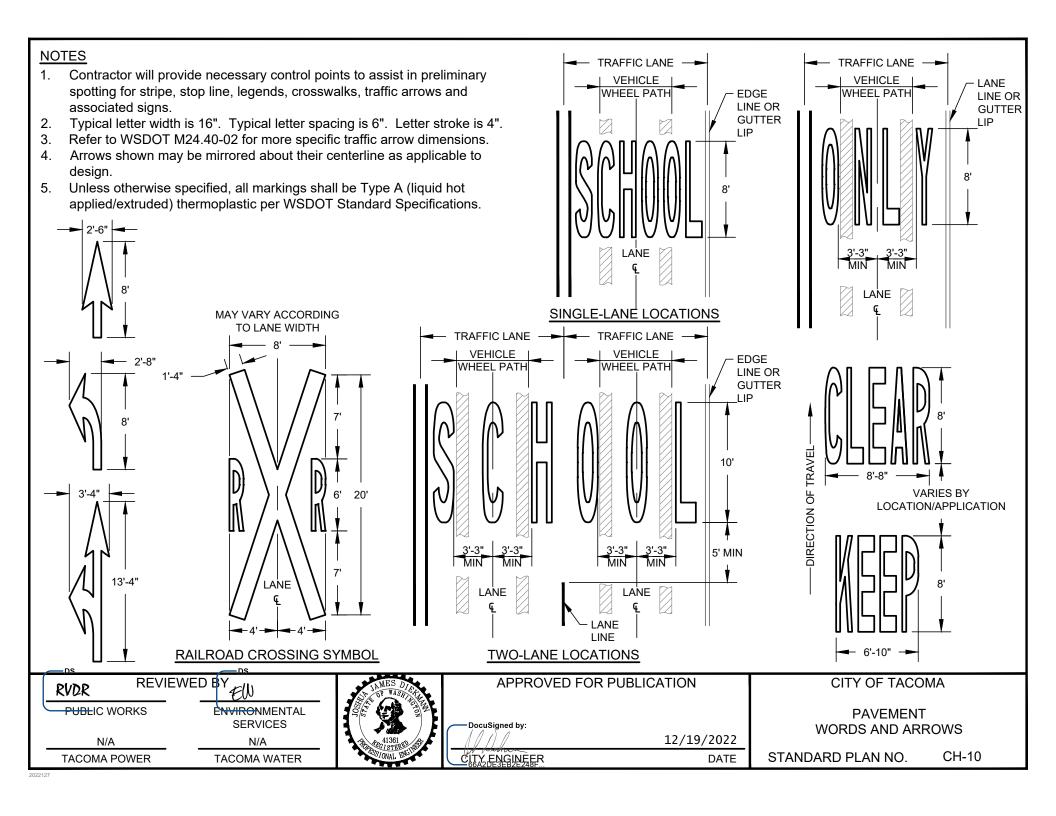




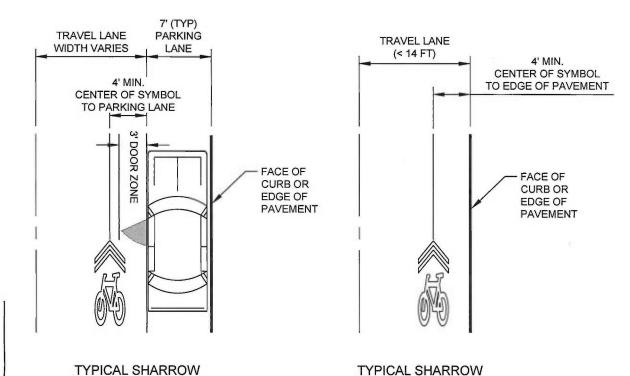


- 1. Contractor will provide necessary control points to assist in preliminary spotting for striping, stop line, legends, crosswalks, traffic arrows, and any associated signs.
- 2. If storage length is 100 feet or greater, then a second arrow, (without "only"), to be placed at 22 feet from stop line to near edge of the arrow.
- 3. Use of RPMs as shown correspond with paint striping. If striping consists of thermoplastic (or similar) then type 1Y/W-RPMs are omitted. Also see CH-03A
- 4. See Standard Plan CH-10 for details/requirements regarding arrow and word markings.





- 1. Contractor will provide necessary control points to assist in preliminary spotting for pavement markings and associated signs.
- When included in contract documents, Sharrows should be placed immediately after an intersection and spaced typically at intervals not greater than 250 feet thereafter.
- 3. When conditions support bicyclists occupying the full travel lane, the preferred placement of the Sharrow is within the center of the travel lane to minimize wheelpath wear.



39" 24" 42" 7.5" 32" 69" 6" 14.5" 3" TY₽ 22" 13.5"

- Grid is 6"x6" squares.
- 2. All rounded corners have a 1" radius.

TYPICAL SHARROW SYMBOL DETAIL

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PUBLIC WORKS

Ging

ENVIRONMENTAL SERVICES

N/A A
TACOMA POWER TACOMA

SYMBOL PLACEMENT

WITH PARKING LANE

TACOMA WATER



SYMBOL PLACEMENT

WITHOUT PARKING LANE

CITY ENGINEER 9/8/19

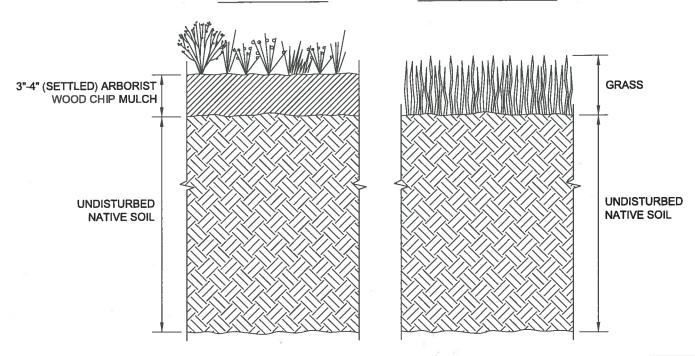
CITY OF TACOMA
TYPICAL SHARROW DETAIL
AND PLACEMENT GUIDELINES

STANDARD PLAN NO.

CH-11

PLANTING BEDS

TURF (LAWN) AREAS



OPTION 1: Leave native vegetation and soil undisturbed, and protect from compaction during construction. Identify areas of the site that will not be stripped, logged, graded or driven on, and fence off those areas to prevent impacts during construction. If neither soils nor vegetation are disturbed, these areas do not require amendment.

See SWMM BMP L613 for additional information.

DCS

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TACOMA POWER

ENVIRONMENTAL SERVICES NA

TACOMA WATER



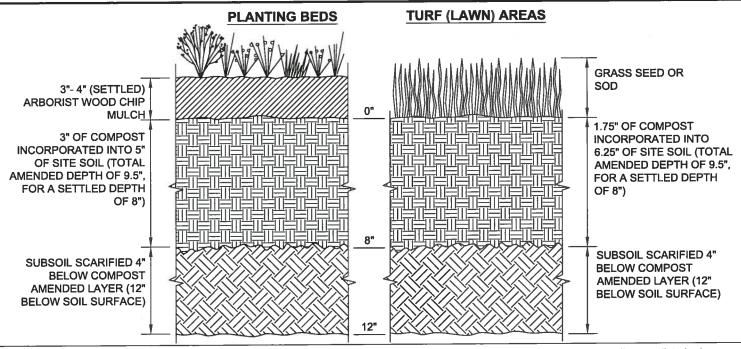
APPROVED FOR PUBLICATION

CITY ENGINEER

CITY OF TACOMA BMP L613 POST-CONSTRUCTION SOIL QUALITY AND DEPTH OPTION 1 - NO DISTURBANCE

STANDARD PLAN NO.

GSI-01a



OPTION 2: Amend existing site topsoil, or subsoil, either at preapproved rate or at calculated rate based on tests of the soil and amendments. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

Scarification: Scarify or till subgrade to 8 inches depth (or to depth needed to achieve a total depth of 12 inches of uncompacted soil after calculated amount of amendment is added). Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained or where scarification would damage tree roots or as determined by the engineer.

A. Planting Beds	B. Turf (Lawn) Areas
PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).	1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).
CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 10% organic content.	2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 5% organic content.
Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.	Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.
	and a second sec

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plan LS-08 and

See SWMM BMP L613 for additional information.

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PUBLIC WORKS

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



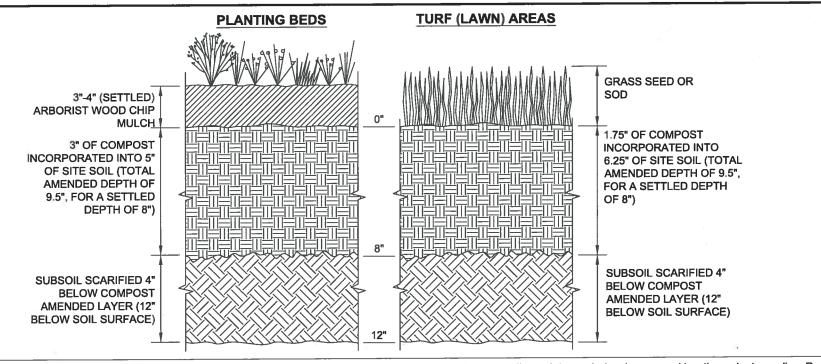
CITY OF TACOMA **BMP L613 POST CONSTRUCTION SOIL QUALITY AND DEPTH OPTION 2 - AMEND IN PLACE**

STANDARD PLAN NO.

GSI-01b

CITY ENGINEER

TACOMA POWER



OPTION 3: Stockpile existing topsoil during grading. Stockpile and cover soil with weed barrier material that sheds moisture yet allows air transmission, in approved location, prior to grading. Replace stockpiled topsoil prior to planting. Stockpiled topsoil shall be tested and amended if needed to meet the organic matter or depth requirements either at preapproved rate or calculated rate. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

Scarification: If placed topsoil plus compost or other organic material will amount to less than 12 inches, scarify or till subgrade to depth needed to achieve 12 inches of loosened soil after topsoil and amendment are placed. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

amendment are placed. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

A. Planting Beds

B. Turf (Lawn) Areas

1. PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 10% organic content.

2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 5% organic content.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for more information.

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PUBLIC WORKS

TACOMA POWER

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



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CITY ENGINEER 4/4/15

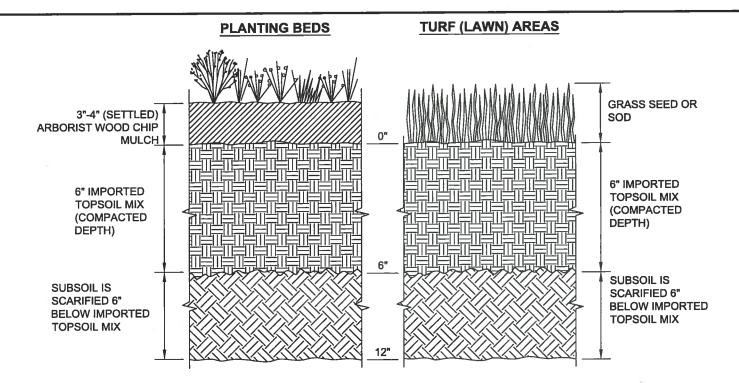
CITY OF TACOMA

BMP L613 POST CONSTRUCTION SOIL

QUALITY AND DEPTH

OPTION 3 - STOCKPILE AND AMEND

STANDARD PLAN NO. GSI-01c



OPTION 4: Import topsoil mix of sufficient organic content and depth to meet the requirements. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be restored as described below.

Scarification: scarify or till subgrade in two direction to 6 inches depth. Entire surface shall be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

B. Turf (Lawn) Areas A. Planting Beds Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

CITY ENGINEER

topsoil mix on surface and till into 2 inches of soil. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting than 1 inch diameter. beds with 3" - 4" of organic mulch or stockpiled duff.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for additional information.

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PUBLIC WORKS

TACOMA POWER

ENVIRONMENTAL SERVICES

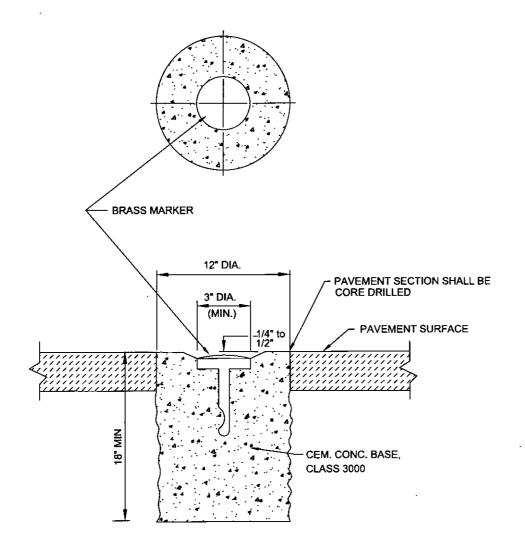
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TACOMA WATER

APPROVED FOR PUBLICATION

CITY OF TACOMA **BMP L613 POST CONSTRUCTION SOIL QUALITY AND DEPTH OPTION 4 - IMPORTED TOPSOIL** GSI-01d

STANDARD PLAN NO.



- Concrete base shall be poured in place. Hand mixed concrete is prohibited. Concrete base need not be formed.
- Notice to surveyors: any monument set in the City of Tacoma must bear the land surveyor number of the surveyor setting the monument. Monuments set as part of an approved plat are exempt.
- The surveyor is to supply the City of Tacoma with a copy of the calculations used to determine all monument positions before the monuments are set.
- Brass marker for City of Tacoma funded projects will be supplied by the City, all other brass markers to be supplied by the contractor.
- 5. Monument must be magnetically locatable.
- Prior to removing or destroying a monument, the surveyor or engineer shall apply for a permit from the Department of Natural Resources in accordance with WAC 332-120.

APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

James Parvey 09Jin 2009

DATE

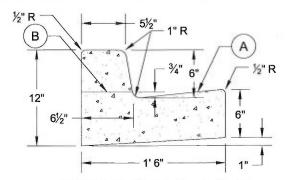
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POURED MONUMENT

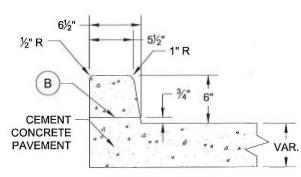
STANDARD PLAN NO.

SU-01

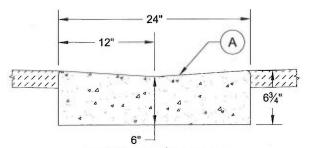
- When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.
- (B) Flush with gutter pan at curb ramp entrance or 3/4" vertical lip at driveway entrance.



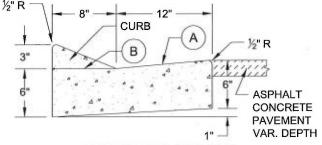
CEMENT CONCRETE TRAFFIC CURB & GUTTER



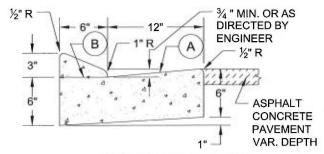
INTEGRAL CEMENT
CONCRETE TRAFFIC CURB



CEMENT CONCRETE
VALLEY GUTTER



TYPE "C" MOUNTABLE
CEMENT CONCRETE CURB & GUTTER



TYPE "D" MOUNTABLE CEMENT CONCRETE CURB & GUTTER

NOTES:

- 1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
- 2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
- 3. All joints shall be saw cut full depth prior to restoration and $\frac{3}{8}$ " expansion joint installed.
- 4. Concrete finish shall match existing.
- 5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
- 6. Foundations shall be fully compacted prior to form placement.
- 7. Unsuitable foundation shall be replaced with $\frac{5}{8}$ " crushed surfacing top course.

PUBLIC WORKS

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ENVIRONMENTAL SERVICES

NA

TACOMA POWER

TACOMA WATER



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8/16/16

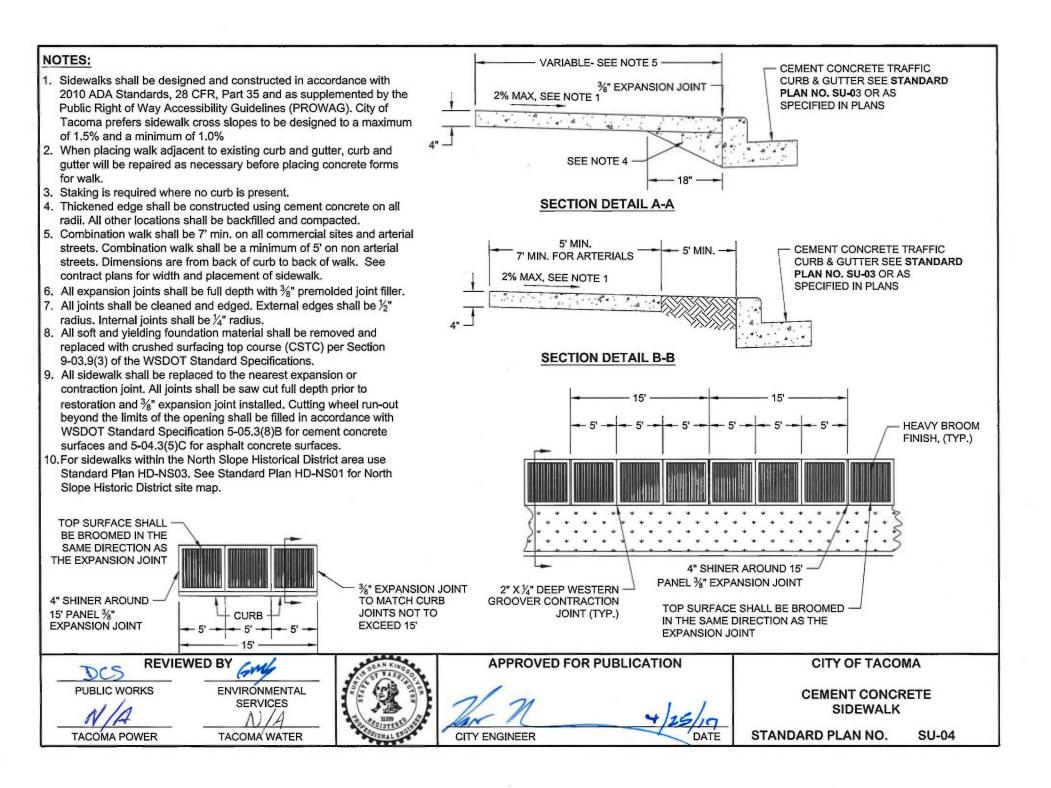
CITY ENGINEER DATE

CITY OF TACOMA

CEMENT CONCRETE CURB AND GUTTER

STANDARD PLAN NO.

SU-03



GENERAL NOTES:

- Provide a separate directional curb ramp for each marked or unmarked crosswalk. Directional curb ramps are preferred over 45 degree ramps. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown on the Contract Plans. The curb ramp centerline shall be parallel to the direction of the crossing. Forty-five (45) degree curb ramps shall be installed only after approval by the City's ADA Coordinator or the Street Operations Division Manager.
- Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush and perpendicular to the direction of travel. There shall be no vertical discontinuity between the base of curb ramp and gutter line.
- 3. Do not place grates, junction boxes, access covers, or other appurtenances in front of the curb ramp or on any part of the curb ramp or turning space. Placement on or in front of ramp flares is allowed.
- See Contract Plans for the curb design specified. See Standard Plan SU-03 and SU-03A for Curb, and Curb and Gutter Details.
- 5. A thickened edge shall be constructed to full depth of adjacent curb along entire curb radius.
- For sidewalk and curb ramps within the North Slope Historical District area see North Slope Historic District Site Map, HD-NS01. Apply Lamp Black 1lb. per cubic yard of cement concrete or as required for discoloration in accordance with ASTM D209-81 Standard Specifications for Lamp Black pigment.
- 7. The running slope of a curb ramp shall not exceed 8.3% but does not require the ramp length to exceed 15 feet to avoid chasing the slope indefinitely when connecting to steep grades.
- 8. Curb ramp, turning space and flares shall receive a broom finish, see WSDOT Standard Specifications 8-14.
- 9. Return curbs, (pedestrian curbs), may only be used with landscaping or railing. Return curbs, (pedestrian curbs), shall not be used to prevent pedestrians from crossing streets.
- 10. All curb ramp designs shall be stamped by a Washington State licensed Professional Engineer. If meeting the current design standards is not possible, curb ramps shall be constructed to the maximum extent feasible as indicated by an Engineer's note on the stamped drawings. Rationale supporting the design variance shall be provided by the Engineer and shall include a description of the scope of work, the site-specific factors affecting compliance, and the measures implemented to improve compliance.
- 11. Pedestrian traffic should be aligned to the receiving curb ramp. The existing curb ramps shall be evaluated using criteria in the City's Curb Ramp Installation Matrix.
- 12. Consult the City's Curb Ramp Installation Matrix and the Right Of Way Restoration Policy for additional requirements.
- 13. Conduit for APS equipment shall be installed during curb ramp construction at all signalized intersections and at intersections where signalization is anticipated within the next 6 years. Coordinate with Public Works - Engineering, Traffic Section.
- A Pedestrian Accessibility Control Plan shall be developed in conjunction with each project-specific Temporary Traffic Control Plan for all work in the ROW.
- 15. Pedestrian traffic shall NOT be directed behind the stop bar.
- 16. Curb ramp alignment should be consistent with crosswalk alignment
- 17. Curb ramp shall be 5' minimum in width.
- 18. Catch basins shall be located upstream of curb ramps outside of flare/wing for new construction or when performing storm sewer upgrades.
- 19. For constructability purposes, the City recommends designing to less than the maximum allowable slopes.

TCS REVIEWED BY

PUBLIC WORKS

TACOMA POWER

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



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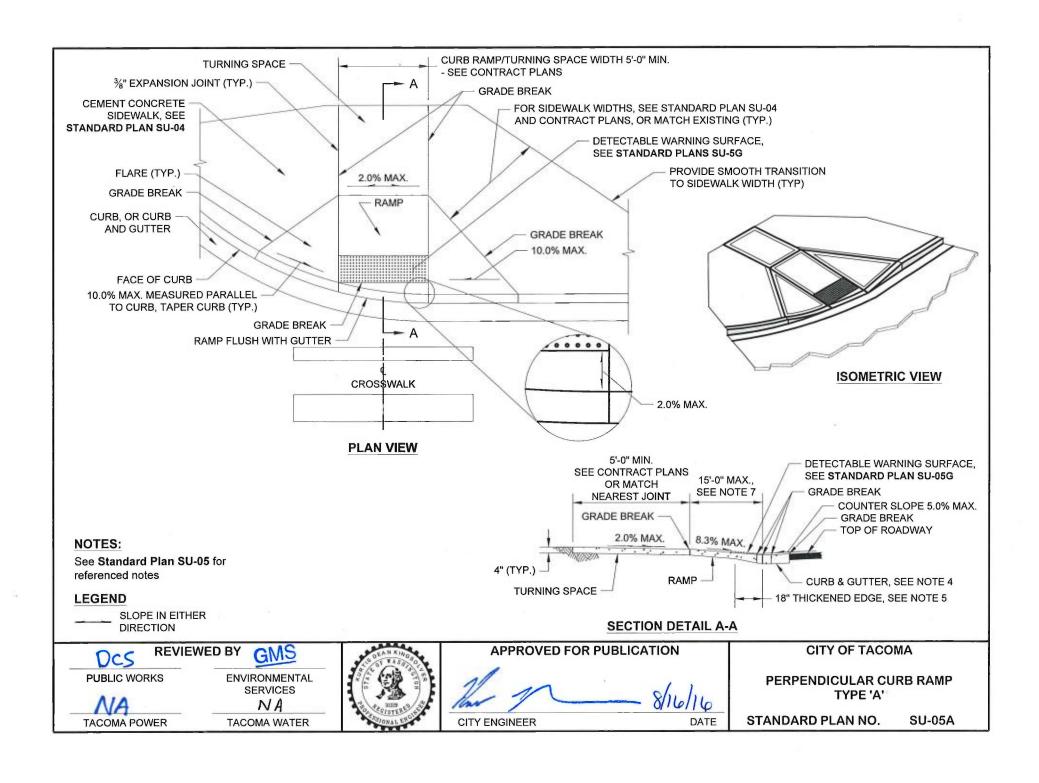
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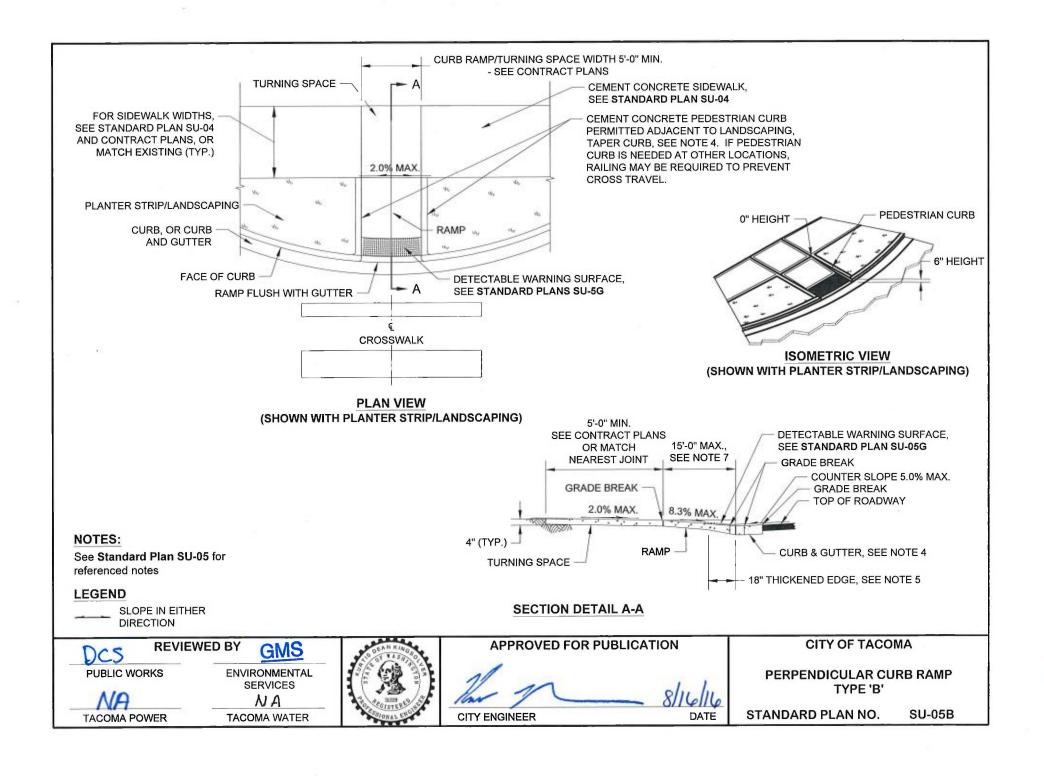
8/16/16 DATE CITY OF TACOMA

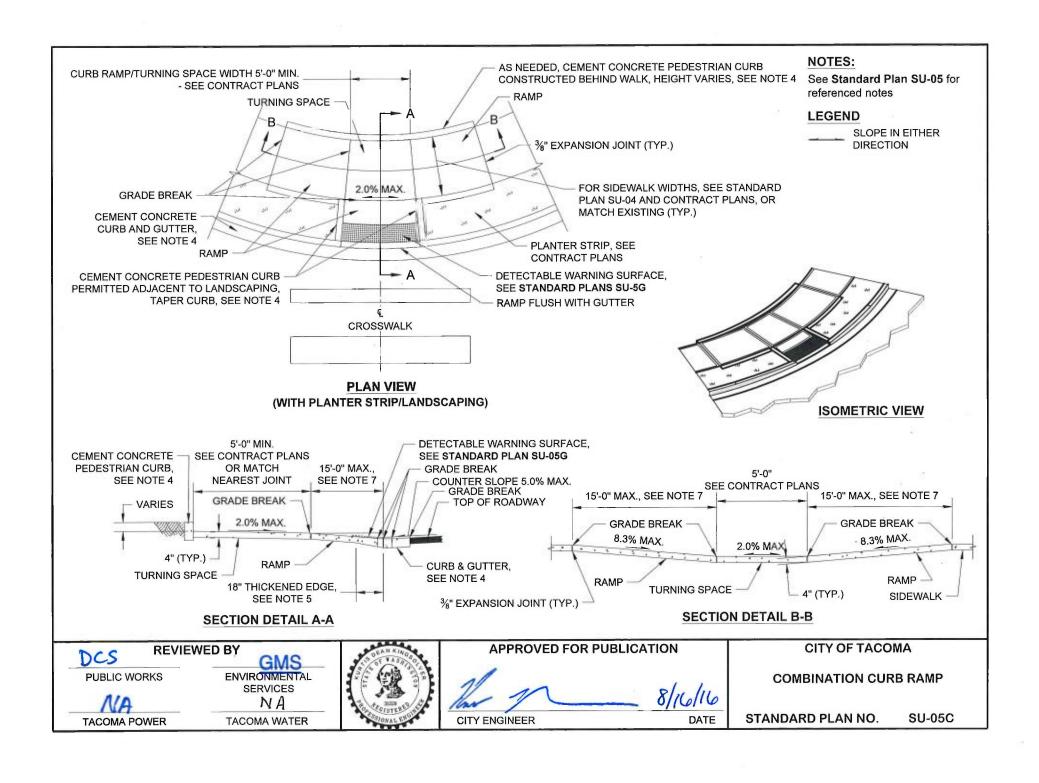
CURB RAMP DETAILS
GENERAL INFORMATION

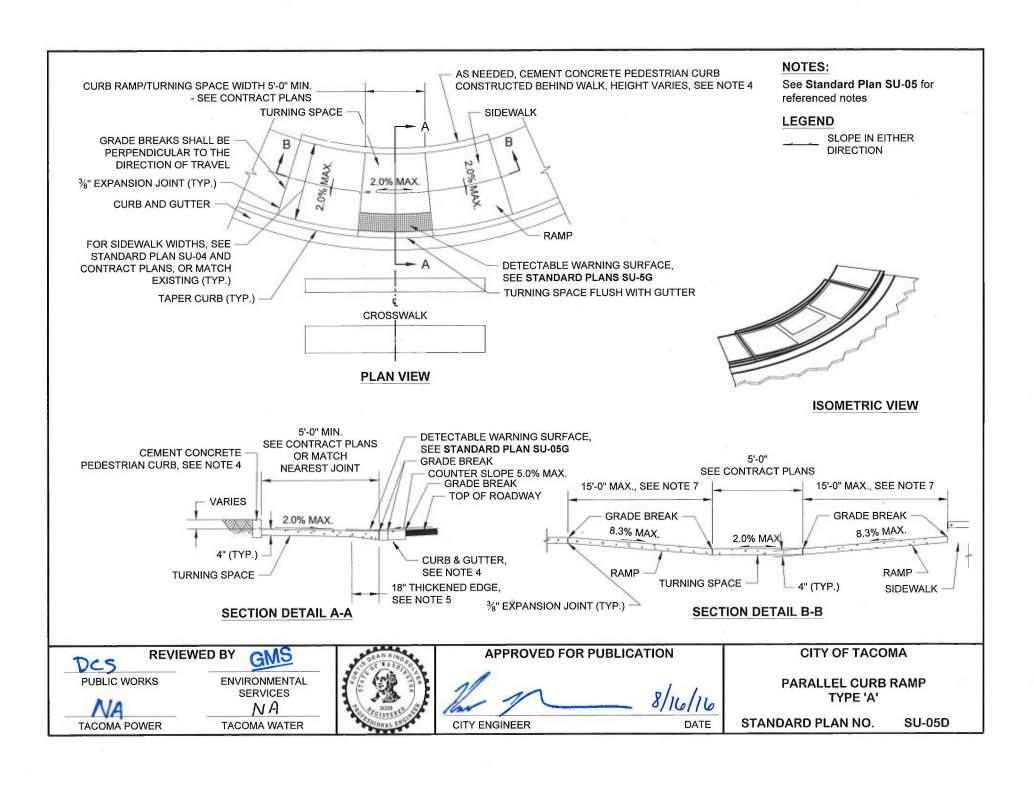
STANDARD PLAN NO.

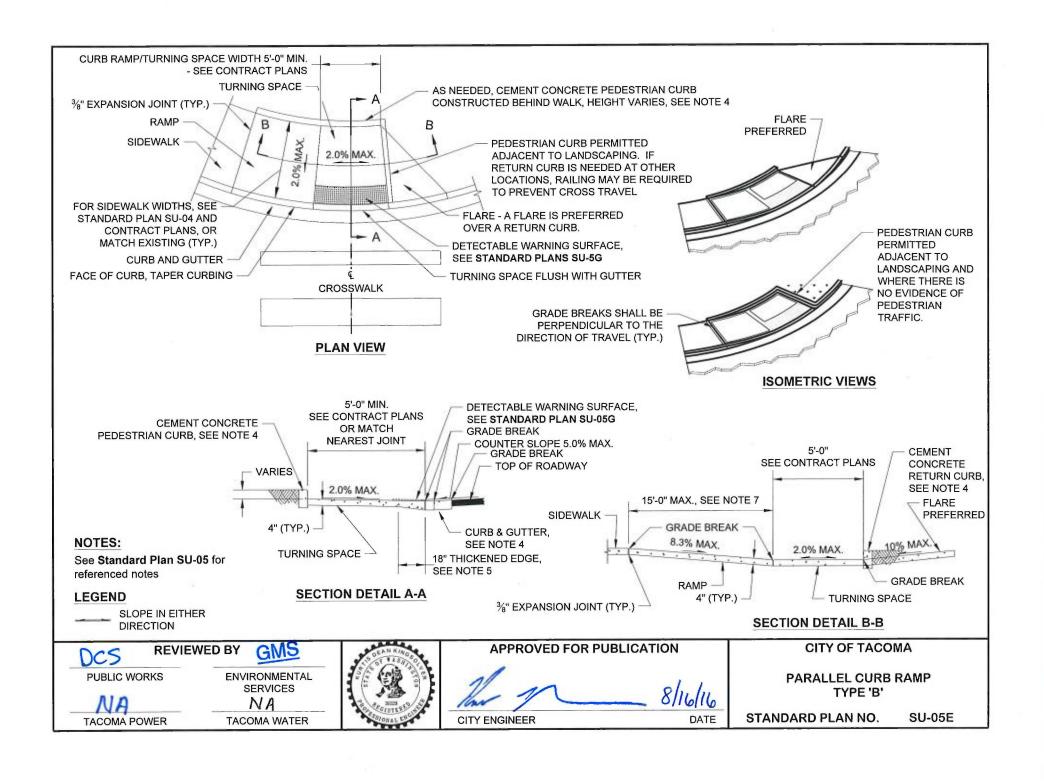
SU-05

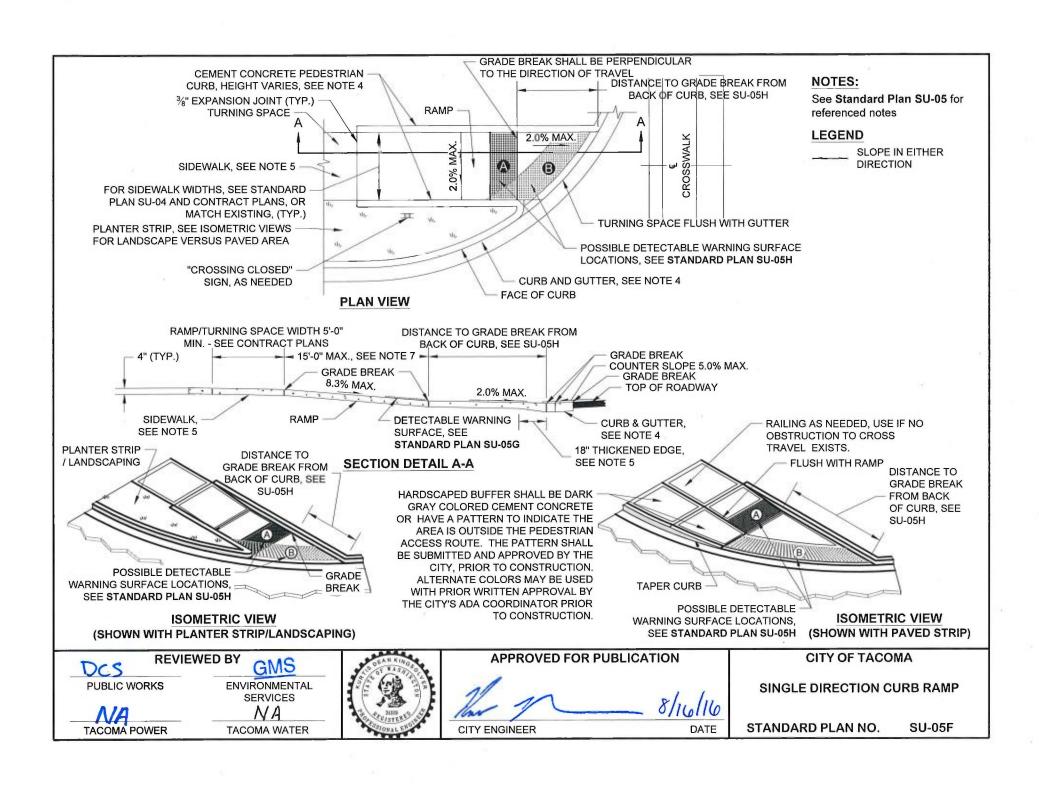




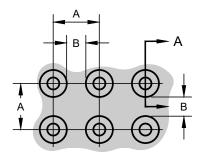






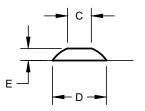


- The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares).
- The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.
- See Standard Plans SU-04 through SU-05F for sidewalk and curb ramp details.
- If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.
- Detectable Warning Surfaces shall be either cast-in-place from Armor Tile. ADA Solutions. or an approved equal or surface applied from Vanguard or an approved equal. No detectable warning fasteners such as glue, bolts, or screws are allowed. Surface applied detectable warning surfaces may be used only when the curb ramp has associated features to deter vehicles from driving over the ramp area. Examples of such features include pedestrian curbing, utility/signal/streetlight poles, and fire hydrants.
- Detectable warning surface shall be yellow and shall match SAE AMS Standard 595, Color 33538.
- See Standard Plan SU-05H for Detectable Warning Surface placement guidelines.



TRUNCATED DOME DETAILS

TRUNCATED DOME SPACING



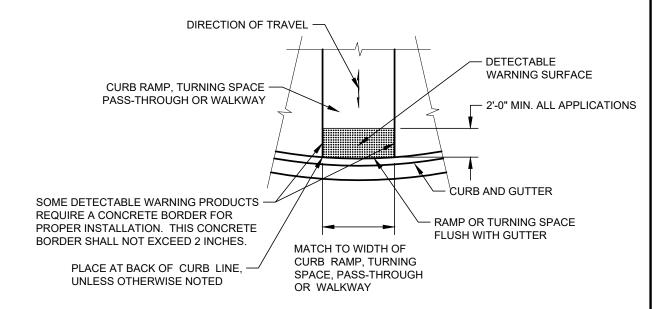
	MIN.	MAX.
Α	1.60"	2.40"
В	0.65"	-
С	0.45"	0.90"
D	0.90"	1.40"
Ε	0.20"	0.20"

TACOMA WATER

SECTION DETAIL A-A

TRUNCATED DOME

TACOMA POWER



DETECTABLE WARNING SURFACE DETAIL

REVIEWED BY RVDR **PUBLIC WORKS ENVIRONMENTAL SERVICES**



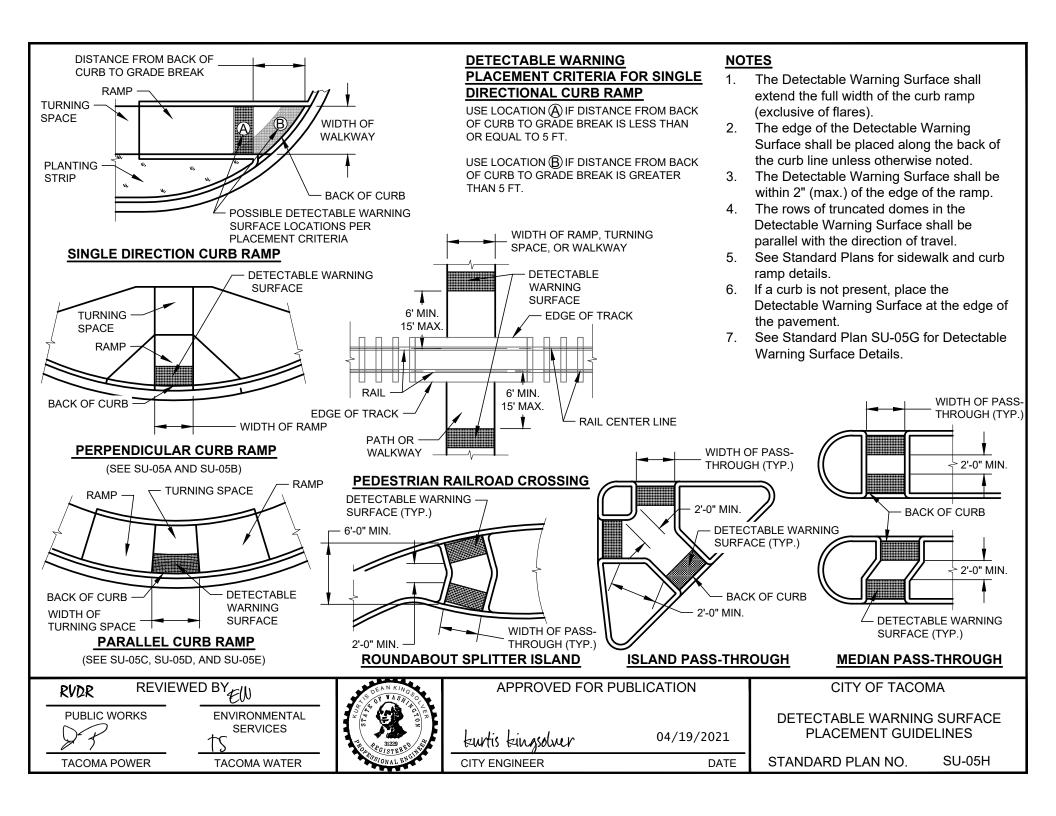
APPROVED FOR PUBLICATION

kurtis kingsolver 04/19/2021

CITY ENGINEER DATE CITY OF TACOMA

DETECTABLE WARNING SURFACE **DETAILS**

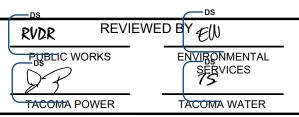
SU-05G STANDARD PLAN NO.



- 1. Use the following as a guide of when each Entrance or Access Type should be used:
- Cement Concrete Driveway Entrances
 Type 1 (Entrances) or Accesses Type 1
 (Accesses) shall be used at driveways
 where the planting strip width is 3' or
 greater. See Standard Plan SU-07A.
- Cement Concrete Driveway Entrances
 Type 2 (Entrances) or Access Type 2
 (Accesses) shall be used at driveways and
 alleys where the planting strip is less than
 3' wide. See Standard Plan SU-07B.
- 1.c. Cement Concrete Alley Entrance Type 3 (Entrances) or Accesses Type 3 (Accesses) shall be used at alleys where the planting strip is 3' wide or greater. See Standard Plan SU-07C.
- 1.d. New proposed planter widths shall be 5' min, with Type 1 Driveway Entrance or Type 3 Alley Entrance
- Standard Concrete shall be a minimum compressive strength of 3,000 PSI.
- 3. Concrete Joints:
- 3.a. All joints shall be cleaned & edged.
- 3.b. All expansion or isolation joints shall be full depth.
- 3.c. External joints to the driveway shall be 1/2" radius. Internal joints to the driveway shall be 1/4" radius.
- 3.d. All joints shall be saw cut full depth prior to restoration and 3/8" expansion joint installed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification Section 5-03.

- 4. Entrances and Accesses wider or narrower than shown on this plan require approval of the Director of Public Works.
- Entrances and Accesses shall have a brushed finish in a transverse direction to the center line of Entrance or Access.
- 6. Entrances or Accesses wider than 20' require a center line expansion joint.
- 7. When trenching through an Entrance or Access:
- 7.a. If Entrance or Access is 20' or less in width, full replacement is required.
- 7.b. If Entrance or Access is greater than 20' in width, a minimum 2' wide cut back over undisturbed soil is required and replacement shall extend to the nearest control joint.
- Transition panels are required when a new driveway entrance or access matches into a sidewalk with a cross slope greater than 2%. Transition panels shall be a minimum of 5' in length.
- For Entrances or Accesses within the North Slope Historical District area use Standard Plan HD-NS02. See Standard Plan HD-NS01 for map of Historical District area limits.
- 10. Permeable surfacing may be allowed for Entrances or Accesses. Refer to Standard Plans PD-01 and PD-02 as applicable. Do not compact subgrade for permeable surfacing and refer to APWA GSP 2-06.3(3) Subgrade for Permeable Pavements. A soils report is required and modeling may be necessary per SWMM BMP L633.

- 11. Geomembrane barrier required between standard and permeable sections. Refer to City of Tacoma Standard Plan GSI-18.
- 12. Refer to Tacoma Municipal Code 10.14, driveways for additional information.
- A 2" Ø PVC Sch. 80 Pipe with capped ends shall be installed as shown, per TMC 10.14.070. Pipe shall be buried 24 inches below finished grade and have a pull string and location wire per WSDOT 9-29
- 14. A detectable warning surface shall be placed at any Entrance or Access if, and only if, any of the following are true/expected:
 - The Average Daily Traffic of the alley/driveway is greater than 700 or is reasonably expected to exceed 700 vehicles per typical day upon future development, such as alleys in regional growth centers and mixed-use centers where zoning supports significant growth.
 - It is located in a high pedestrian use area such as, a designated pedestrian street in a mixed-use center, or a school walking route.
 - A safety concern is documented by the City Traffic Engineer.
- 15. The detectable warning pattern, if needed, shall be placed the full width of the sidewalk in accordance with City of Tacoma Standard Plan SU-05A.
- 16. When an existing entrance or access does not meet current ADA standards as defined by the City of Tacoma's Design Manual, the entire entrance or access shall be replaced to current ADA standards.





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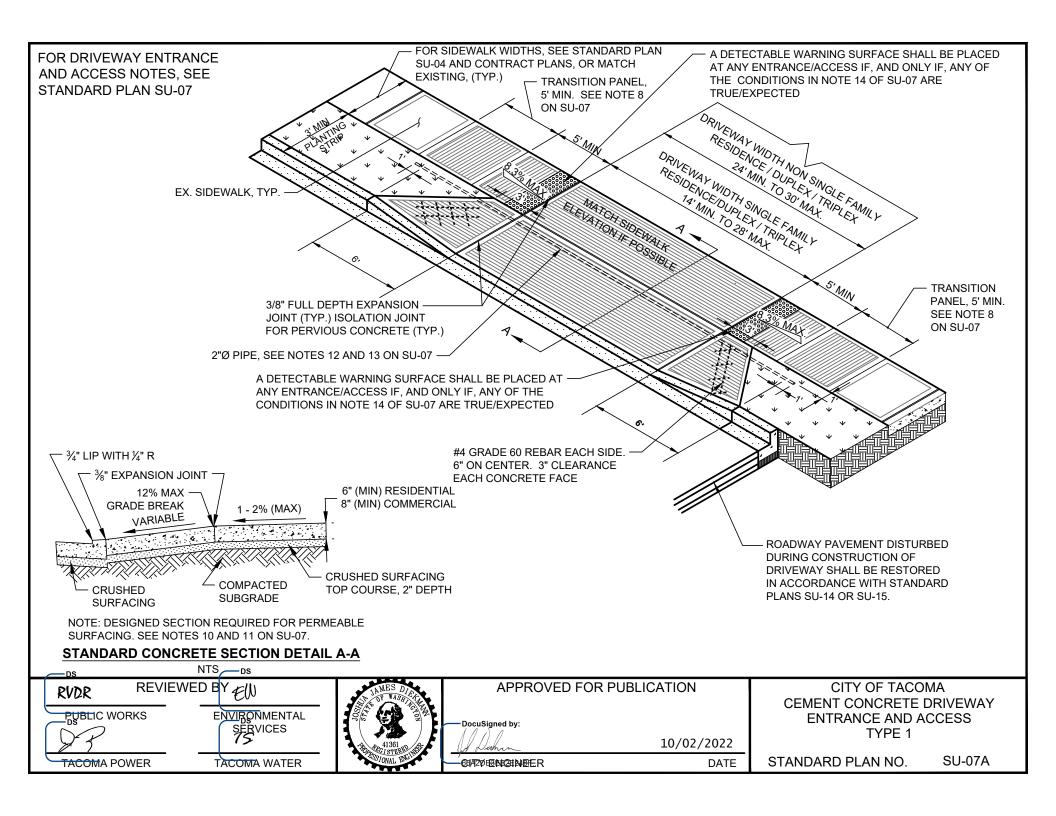
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10/02/2022

BIFTYDENEGINVERER DATE

CITY OF TACOMA
NOTES FOR CEMENT CONCRETE
DRIVEWAY AND ALLEY
ENTRANCE OR ACCESS

STANDARD PLAN NO. SU-07



- 1. All pavement restoration work shall also meet the requirements of the City of Tacoma's Right of Way Restoration Policy. See Standard Plan SU-15B for any streets exempt from this policy.
- 2. Temporary Surface Restoration:

Arterials, industrial areas and/or roads with bus traffic: Temporary patches shall be compacted and leveled to a minimum of 3-inches of hot-mix asphalt (HMA).

Residentials and alleys: Temporary patches shall be compacted and leveled to a minimum of 2-inches of either HMA or cold-mix asphalt. Temporary patches between October 1st and March 31st shall be made with HMA unless otherwise approved.

- All permanent final patches shall be rectangular in shape and constructed parallel and perpendicular to the road centerline.
- Where existing pavement defects are in close proximity to the new cut, the inspector may require additional pavement removal to eliminate the pavement defect.
- 5. The final cut edge of paved surfaces shall be smooth and straight, consistent with grinding or saw cutting devices. No jagged, broken or undermined edges are allowed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
- 6. Final compaction of HMA shall be 91% of maximum density.

<u>Isolated patches</u>: Minimum 1 test per patch up to 150 square feet, and 1 test required every additional 300 square feet, thereafter.

<u>Trench patches</u>: 1 test every 150 linear feet of trench with a minimum of 2 tests per trench.

Testing shall be performed by a certified independent testing laboratory or certified tester, as approved by the City's Construction Division. Tests shall be completed and reports identifying the project number submitted to the City Construction Division within 48 hours of test.

7. All joints between the new and original asphalt pavement shall be sealed with hot asphalt or asphalt emulsion and covered with dry paving sand before the asphalt solidifies. Existing surfaces shall be prepared in accordance with WSDOT Standard Specification 5-04.3(5)A prior to placing any new pavement surfaces.

 Longitudinal construction joints shall only be located at the center or edge of affected lanes.

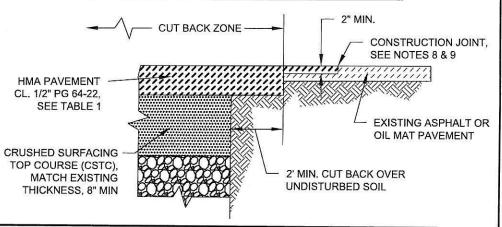
Streets and courts 20 feet or less in width and all alleys are considered one-lane streets. Non-arterial streets and courts greater than 20 feet in width with no traffic channelization are considered two-lane streets with one-lane either side of the centerline of the street.

Non-arterial streets greater than 32 feet in width with no traffic channelization may be considered three lane streets upon prior approval from the City Engineer.

- 9. Transverse construction joints terminate at the edge of the 2' cut back.
- 10. HMA pavement shall not be placed over CDF until approved by the City.

TARIF 1

PAVEMENT REPLACEMENT DEPTH IN CUT BACK ZONE				
	MIN.	MAX.		
ARTERIALS, INDUSTRIAL AREAS & ROADS WITH BUS TRAFFIC	MATCH EXISTING +1", OR 4", WHICHEVER IS GREATER	6"		
RESIDENTIALS AND ALLEYS	MATCH EXISTING +1", OR 3", WHICHEVER IS GREATER	4"		



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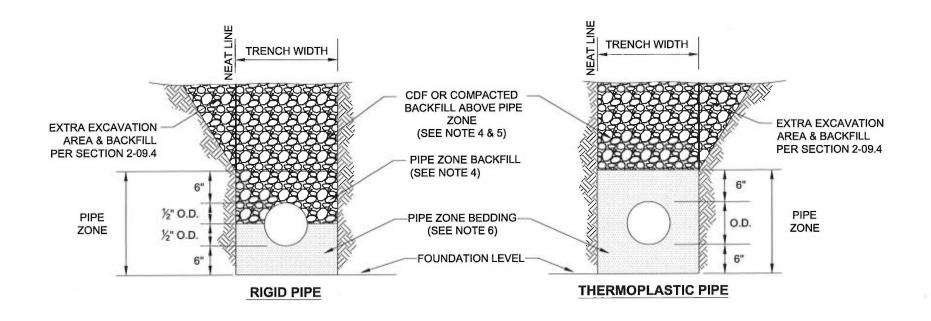
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12 Jun 2009

TYPICAL PAVEMENT RESTORATION FOR ASPHALT CONCRETE/OIL MAT PAVEMENT

STANDARD PLAN NO.

SU-15A



- 1. Provide uniform support under barrel and provide pockets in bedding for pipe bells.
- 2. Hand tamp under haunches.
- 3. Trench width shall be as specified in Section 2-09.4 of the WSDOT Standard Specifications.
- 4. Pipe zone backfill and backfill above pipe zone shall meet the material requirements of WSDOT Standard Specification Section 9-03.12(2) for gravel backfill for walls.
- 5. All trenches shall be compacted in accordance with SU-28.
- Pipe zone bedding shall meet the material requirements of WSDOT Standard Specification Section 9-03.9(3) for crushed surfacing top course.

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TACOMA POWER

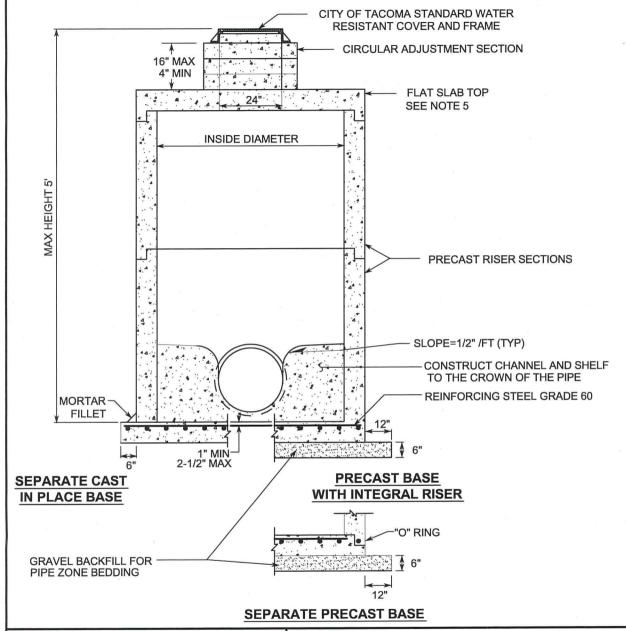
ENVIRONMENTAL SERVICES NA TACOMA WATER



APPROVED FOR PUBLICATION

2 8/16/16 CITY ENGINEER DAT CITY OF TACOMA
PIPE ZONE BEDDING AND BACKFILL
FOR SANITARY AND STORM
SEWERS

STANDARD PLAN NO.



- For details showing grade ring and top slabs, see Standard Plan No. SU-21.
- Non-reinforced concrete in channel and shelf shall be Class 3000. All precast concrete shall be Class 4000.
- Rubber gaskets shall be used in tongue and groove joints of pre-cast sections.
- 4. A flexible pipe-to-manhole connector shall be employed in all connections of rigid and flexible pipes to new precast concrete manholes. The connector shall be "Kor-N-Seal" with "Wedge Korband" manufactured by NPC, Inc., or approved equal.
- Manholes shall have the access hole centered over the channel on the upstream side of the manhole.
- Base reinforcing steel shall be per manufacturer's recommendation.

MANHOLE DIMENSION TABLE						
INSIDE DIAMETER	MINIMUM WALL THICKNESS	MINIMUM BASE THICKNESS	MAXIMUM HOLE SIZE	MINIMUM DISTANCE BETWEEN HOLES		
48"	4"	6"	36"	8"		
54"	4 1/2"	8"	42"	8"		
60"	5"	8"	48"	8"		
72"	6"	8"	48"	12"		
84"	8"	12"	48"	12"		
96"	8"	12"	48"	12"		
108"	10"	12"	48"	12"		
120"	11"	12"	48"	12"		

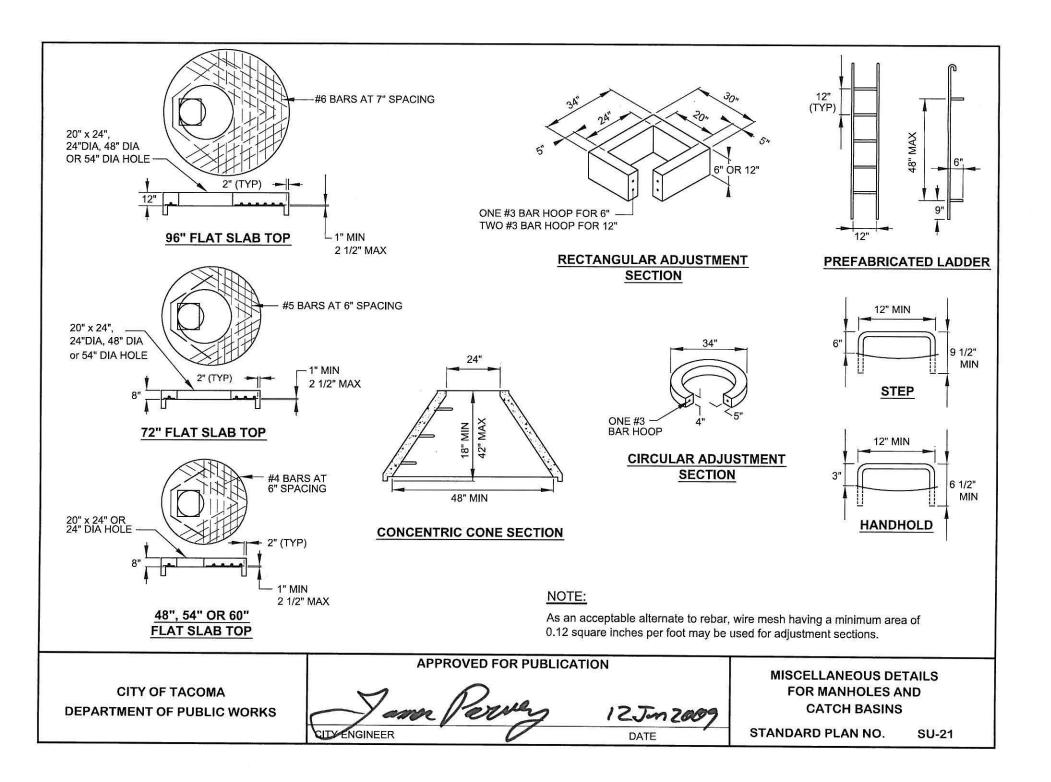
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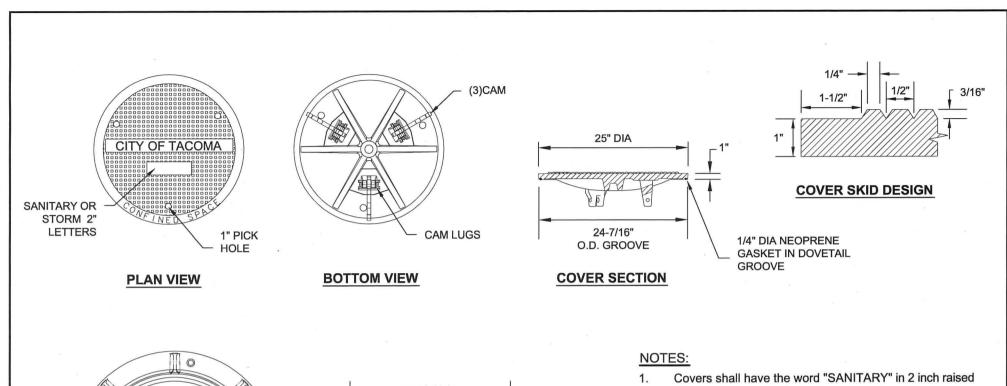
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DEPARTMENT OF PUBLIC WORKS

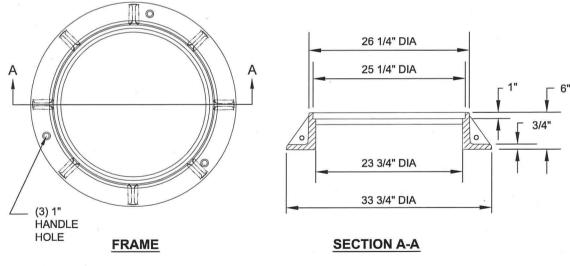
CITY ENGINEER

MANHOLE TYPE 3 5' MAXIMUM HEIGHT

STANDARD PLAN NO.







- Covers shall have the word "SANITARY" in 2 inch raised letters when used with sanitary sewer installations, or "STORM" when installed with storm sewers. All covers shall have the words "CITY OF TACOMA" in 1-1/2 inch raised letters and the words "CONFINED SPACE" in 1-inch raised letters.
- Lids must be interchangeable, any lid shall fit any and all frames.
- 3. Frame and cover shall be designed for H-20 loading.
- Frame shall be grey-iron conforming to the requirements of AASHTO M 105, grade 30B.
- Covers shall be ductile iron conforming to ASTM A 536, grade 80-55-06.
- Per WSDOT Standard Specification 9-05.15, metal castings shall not be dipped, painted, welded, plugged, or repaired.

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

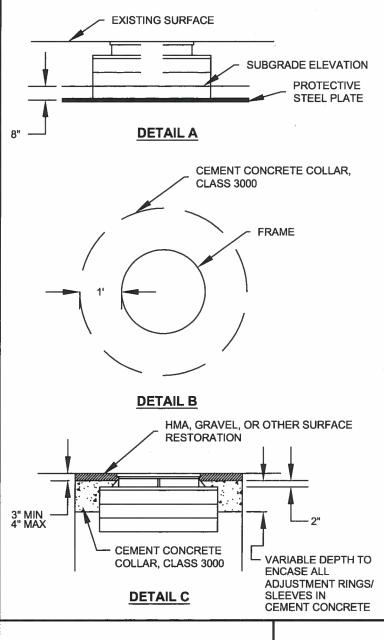
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MANHOLE FRAME AND COVER

CITY ENGINEER

DATE

STANDARD PLAN NO.



PROGRESSION OF WORK

PRIOR TO EXCAVATING OR RESURFACING:

Contractor shall:

Remove frame and risers to a depth 8-inches below subgrade.

Install steel protective plate in accordance with Detail A.

Reference the location of the utility structure.

CONSTRUCTION OF SURFACING:

Gravel surfacing:

Install base materials and gravel over protective steel plate.

Asphalt surfacing:

Install base materials and asphalt over protective steel plate.

Concrete surfacing:

Adjust frame and grate to final grade prior to placing concrete surfacing.

UPON COMPLETION OF SURFACING:

The asphalt concrete pavement or gravel surfacing shall be removed in a neat circle in accordance with Detail B.

The location of the asphalt or gravel removal shall be based upon the reference location established by the Contractor.

Crushed surfacing and base materials shall be removed and disposed of to allow the removal of the steel protective plate.

The structure shall be adjusted to finish grade utilizing the same methods of construction as specified for new construction in Section 7-05.

For hot mix asphalt, the area shall then be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the finished pavement surface. 24-hours after placing the concrete, HMA pavement CL. 3/8" PG 64-22 shall be placed in accordance with Standard Plan No. SU-15.

For non-paved surfaces, the area shall be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the top of the casting and then backfilled with crushed surfacing top course and compacted.

NOTE:

All general provisions, construction and warranty requirements of the Right of Way Restoration Policy will be followed.

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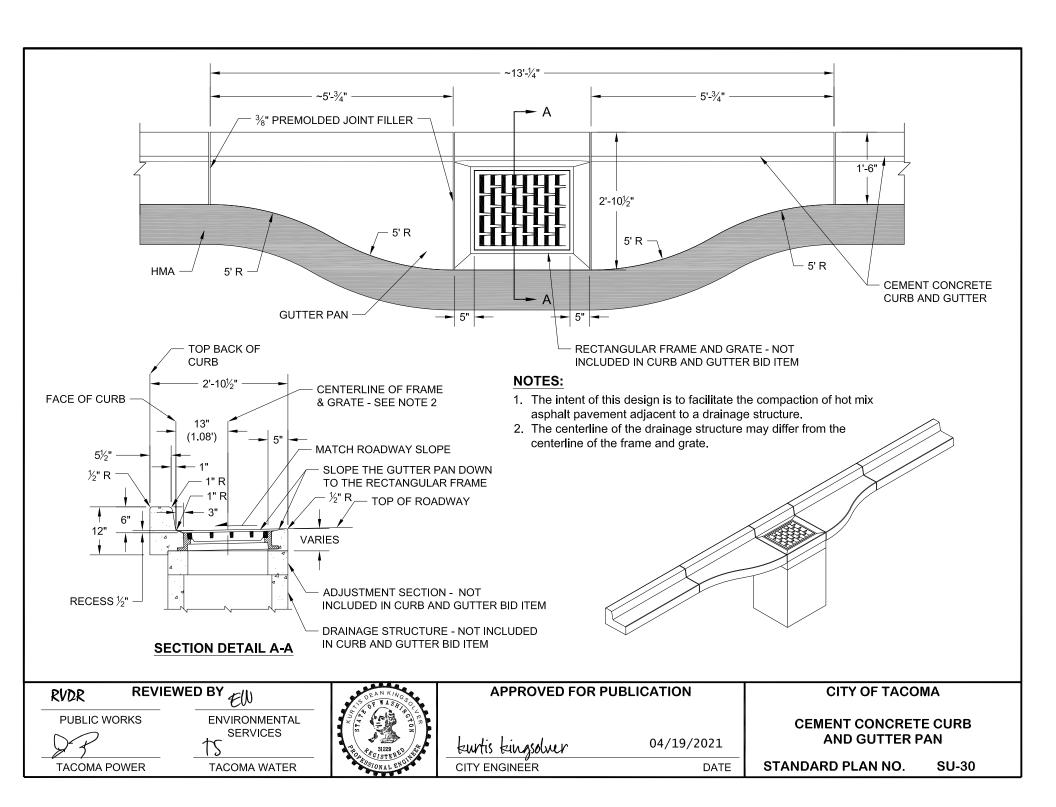
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

CITY ENGINEER

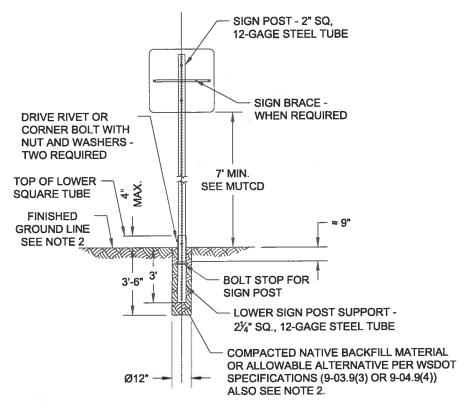
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UTILITY ADJUSTMENT

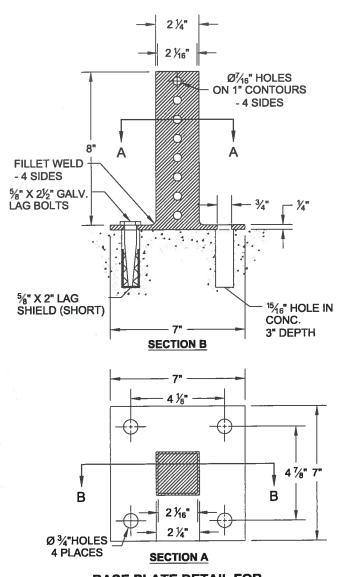
STANDARD PLAN NO.



- Surface mounting of sign posts, especially within traffic islands or medians, is only allowable with special authorization from the city's traffic engineering group, (Exception: Surface mounting of flexible post object markers within islands or medians is permitted).
- 2. If finished ground line is a hard surface, then compacted native backfill material shall be concrete with the top of foundation being smooth, dense, and uniform to finished ground line.



SIGN SUPPORT DETAIL FOR STEEL SIGN POST



BASE PLATE DETAIL FOR STEEL SIGN POST SURFACE MOUNTING (SEE NOTE 1)

DATE

DCS REVIEWED BY (JM)

PUBLIC WORKS

NA

TACOMA POWER

ENVIRONMENTAL SERVICES

TACOMA WATER



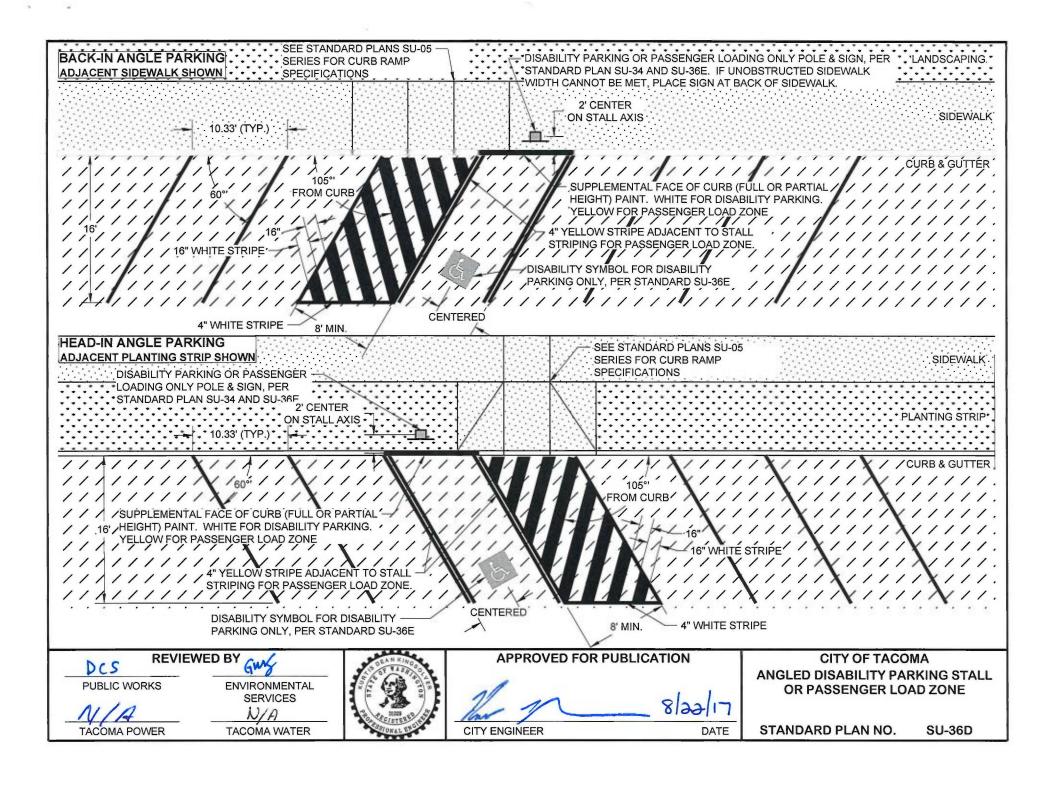
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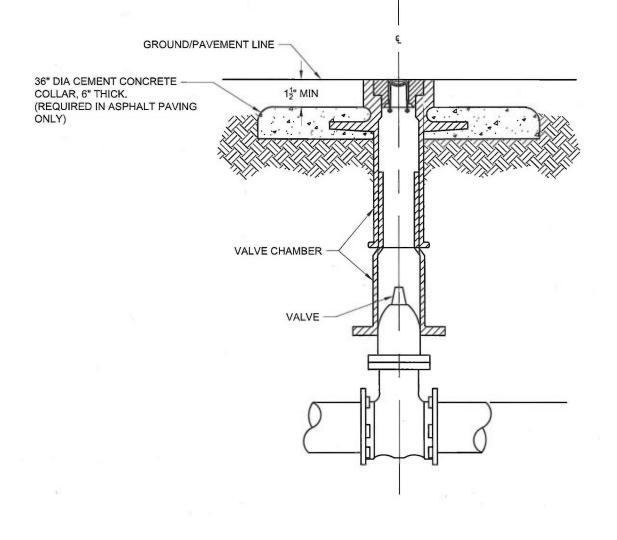
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CITY OF TACOMA

SIGN POST INSTALLATION

STANDARD PLAN NO.





Class 3000 cement concrete shall be placed, 1 ½" min, below the finished pavement surface.

24-hours after placing the cement collar, HMA Class $\frac{3}{6}$ " PG 64-22 shall be placed in accordance with Standard Plan SU-15.

If the valve chamber being adjusted belongs to Tacoma Water, the Contractor shall contact Tacoma Water, Operations, at 253-502-8742 for final inspection.

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PUBLIC WORKS

DCS

TACOMA POWER

ENVIRONMENTAL SERVICES

TACOMA WATER

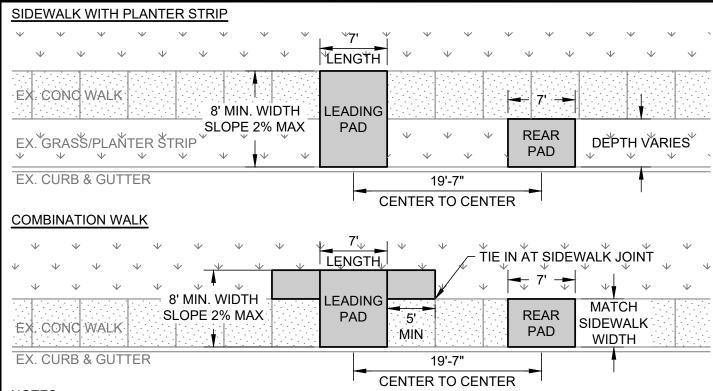


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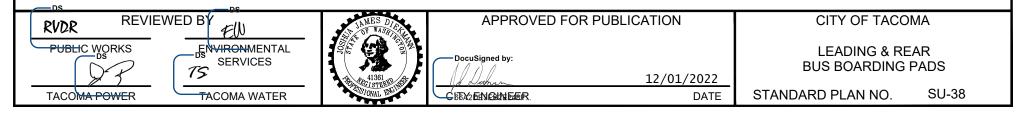
CITY ENGINEER 5/31/12
DATE

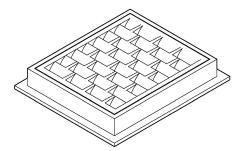
CITY OF TACOMA VALVE CHAMBER COLLAR DETAIL

STANDARD PLAN NO.

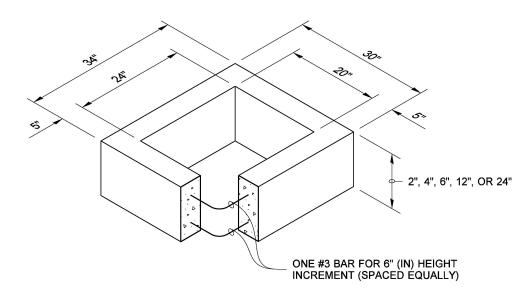


- 1. Leading and rear pads shall have a minimum concrete thickness of 4".
- 2. Leading and rear pads shall be a minimum of 7' in length and leading pads shall be a minimum of 8' in width unless otherwise specified.
- 3. The leading and rear pads shall be connected to the nearest sidewalk by a pedestrian accessible route.
- 4. If there is no sidewalk present or the existing sidewalk doesn't meet current standards, connect leading and rear pads with concrete sidewalk.
- 5. The slope of the bus pad measured parallel to the adjacent street shall match the street grade. The slope of the bus pad, measured from the back of pad to the back of curb, shall not exceed 2%.
- 6. When placing concrete adjacent to existing curb and gutter, curb and gutter will be repaired as necessary before placing concrete forms for bus pad.
- 7. Staking is required where no curb is present.
- 8. All expansion joints shall be full depth with 3/8" premolded joint filler.
- 9. All soft and yielding foundation material shall be removed and replaced with crushed surfacing top course (CSTC) per the WSDOT Standard Specifications.
- 10. Refer to to COT Standard Plans SU-04 series for any sidewalk replacement.
- 11. Bus stop pole, sign, & all amenities to be installed by Pierce Transit.
- 12. Contact Pierce Transit once work is complete. (253-983-2706)

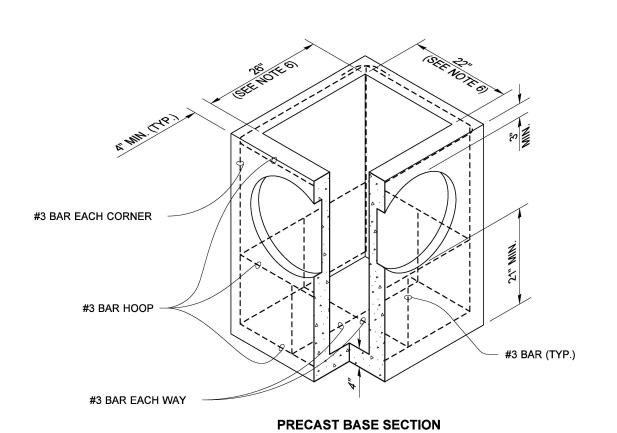




FRAME AND VANED GRATE

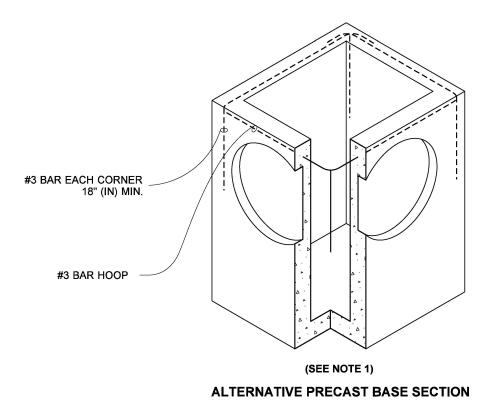


RECTANGULAR ADJUSTMENT SECTION



PIPE ALLOWANCES **MAXIMUM** INSIDE PIPE MATERIAL DIAMETER (INCHES) REINFORCED OR PLAIN CONCRETE 12" ALL METAL PIPE 15" CPSSP * (STD. SPEC. SECT. 9-05.20) 12" SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1)) 15" PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2)) 15"

★ CORRUGATED POLYETHYLENE STORM SEWER PIPE



NOTES

- 1. As acceptable alternatives to the rebar shown in the PRECAST BASE SECTION, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the ALTERNATIVE PRECAST BASE SECTION. Wire mesh shall not be placed in the knockouts.
- 2. The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification Section 9-04.3.
- 3. The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).
- 4. The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.
- 5. The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper.
- 6. The opening shall be measured at the top of the **Precast Base Section**.
- 7. All pickup holes shall be grouted full after the basin has been placed.

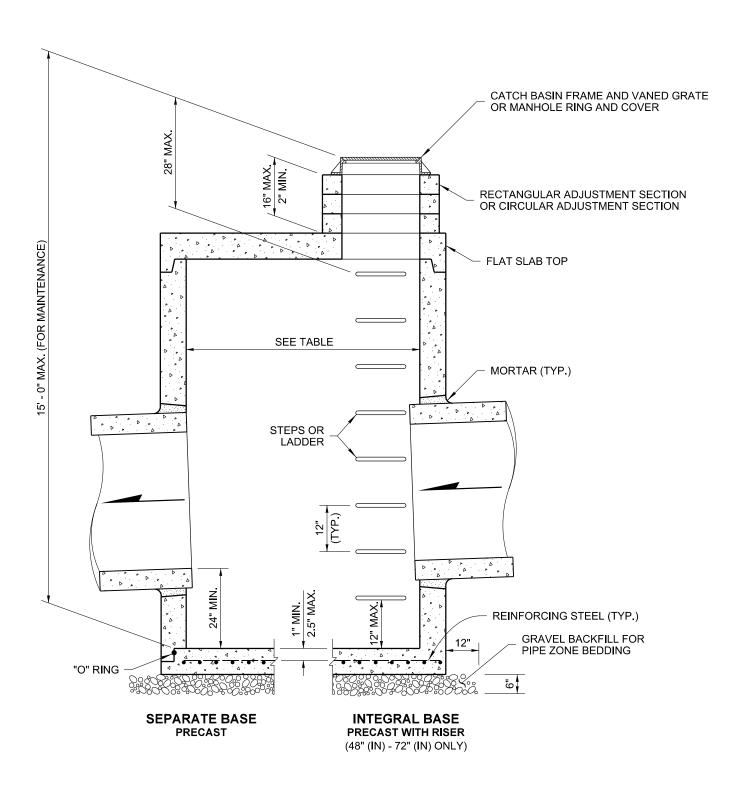


CATCH BASIN TYPE 1

STANDARD PLAN B-5.20-03

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION Roark, Steve Digitally signed by Roark, Steve Date: 2020.09.09 09:45:23 -07'00'

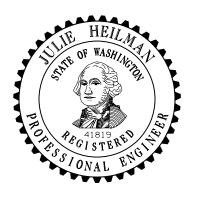


- 1. No steps are required when height is 4' or less.
- 2. The bottom of the precast catch basin may be sloped to facilitate cleaning.
- 3. The rectangular frame and grate may be installed with the flange up or down. The frame may be cast into the adjustment section.
- 4. Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with **Standard Specification Section 9-04.3.**

CATCH BASIN DIMENSIONS						
CATCH BASIN DIAMETER	MIN. WALL THICKNESS	MIN. BASE THICKNESS	MAXIMUM KNOCKOUT SIZE	MINIMUM DISTANCE BETWEEN KNOCKOUTS		
48"	4"	6"	36"	8"		
54"	4.5"	8"	42"	8"		
60"	5"	8"	48"	8"		
72"	6"	8"	60"	12"		
84"	8"	12"	72"	12"		
96"	8"	12"	84"	12"		
120"	10"	12"	96"	12"		
144"	12"	12"	108"	12"		

PIPE ALLOWANCES						
CATCH	PIPE MATERIAL WITH MAXIMUM INSIDE DIAMETER					
BASIN DIAMETER	CONCRETE	ALL METAL	CPSSP 1 PP 4	SOLID WALL PVC ²	PROFILE WALL PVC ³	
48"	24"	30"	24"	30"	30"	
54"	30"	36"	30"	36"	36"	
60"	36"	42"	36"	42"	42"	
72"	42"	54"	42"	48"	48"	
84"	54"	60"	54"	48"	48"	
96"	60"	72"	60"	48"	48"	
120"	66"	84"	60"	48"	48"	
144"	78"	96"	60"	48"	48"	

- ① Corrugated Polyethylene Storm Sewer Pipe (See Standard Specification Section 9-05.20)
- ② (See Standard Specification Section 9-05.12(1))
- ③ (See Standard Specification Section 9-05.12(2))
- 4 Polypropylene Pipe (See Standard Specification Section 9-05.24)



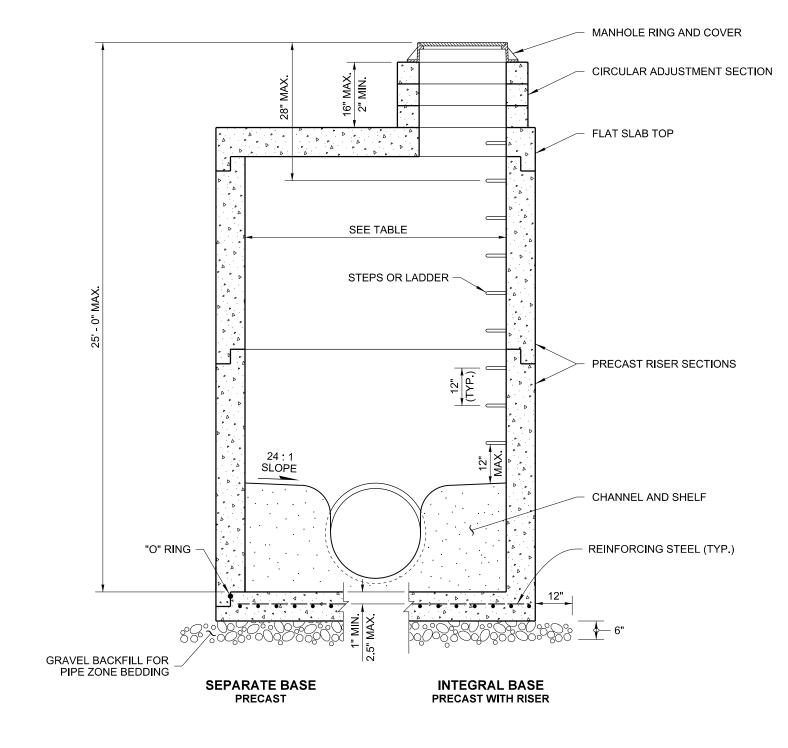
CATCH BASIN TYPE 2 STANDARD PLAN B-10.20-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation



- 1. Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum.
- 2. For pipe allowances, see Standard Plan B-10.20.
- 3. No steps are required when height is 4' (ft) or less.

MANHOLE DIMENSION TABLE						
DIAM.	MIN. WALL THICKNESS	MIN. BASE THICKNESS	MAXIMUM KNOCKOUT SIZE	MINIMUM DISTANCE BETWEEN KNOCKOUTS		
48"	4"	6"	36"	8"		
54"	4.5"	8"	42"	8"		
60"	5"	8"	48"	8"		
72"	6"	8"	60"	12"		
84"	8"	12"	72"	12"		
96"	8"	12"	84"	12"		
120"	10"	12"	96"	12"		
144"	12"	12"	108"	12"		



MANHOLE TYPE 3

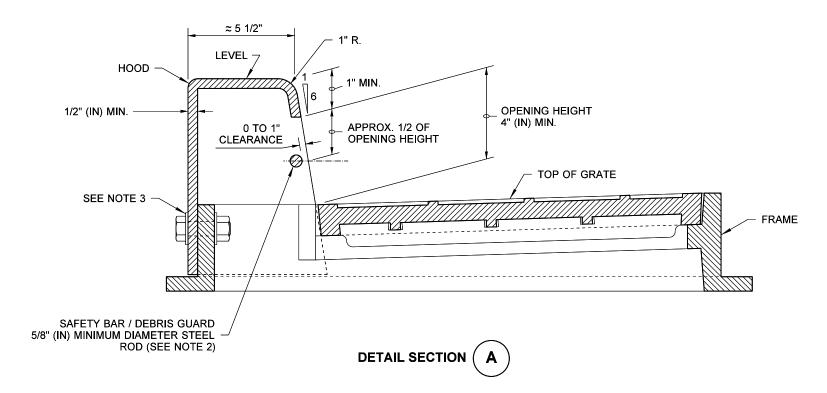
STANDARD PLAN B-15.60-02

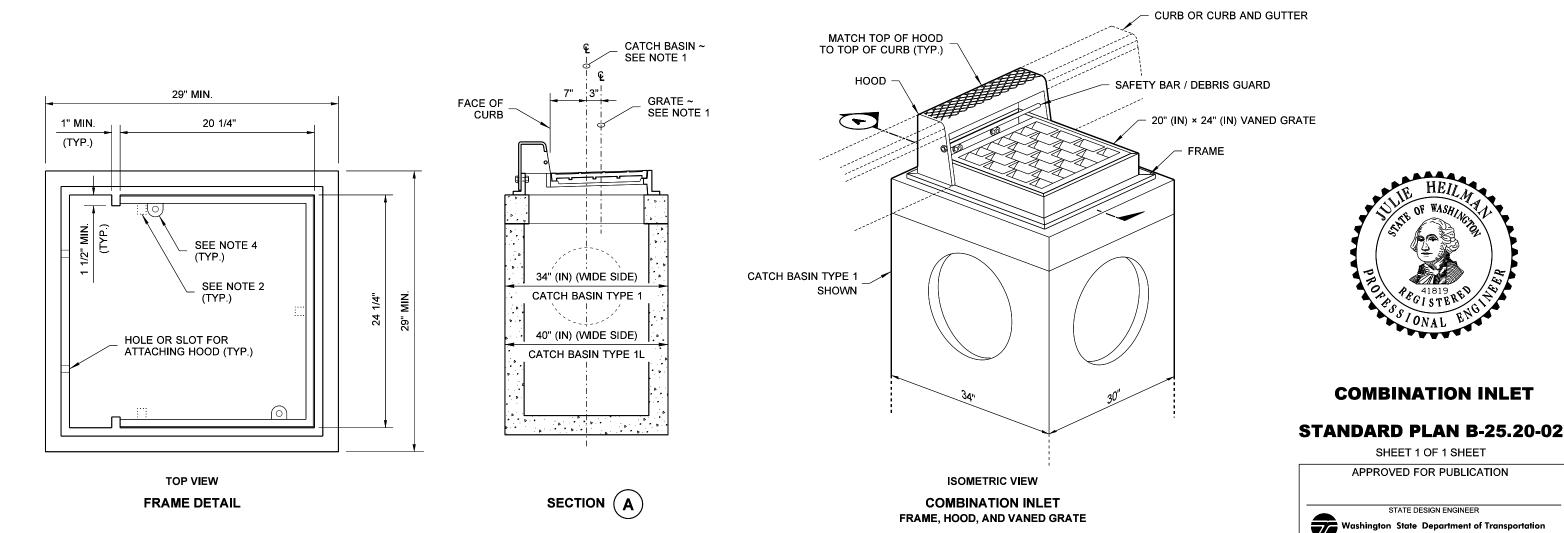
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

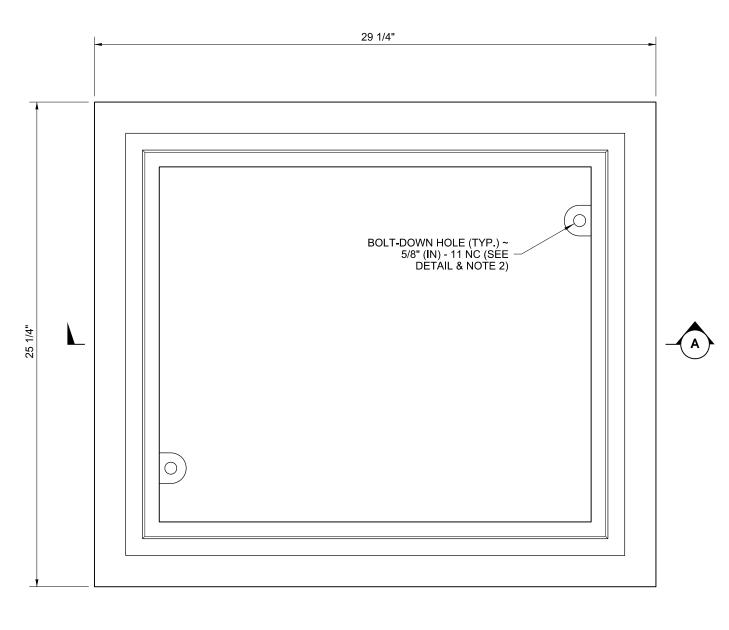
STATE DESIGN ENGINEER

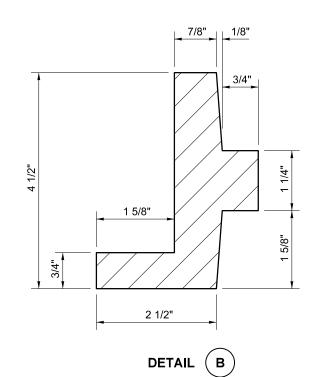
Washington State Department of Transportation



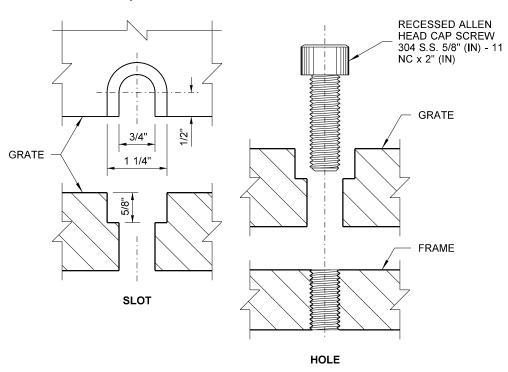


- 1. This inlet requires the precast catch basin unit to be rotated 90 degrees so that the narrow side is parallel to the curb line. When calculating offsets from curb to centerline (CL) of the precast catch basin, please note that the CL of the grate is not the CL of the precast catch basin. See **Section A.**
- 2. The dimensions of the frame and hood may vary slightly among different manufacturers. The Frame may have cast features intended to support a debris guard. Hood units may be mounted inside or outside of the frame. The methods for fastening the safety bar / debris guard rod to the hood may vary. The hood may include casting lugs. The top of the hood may be cast with a pattern.
- 3. Attach the hood to the frame with two 3/4" (in) × 2" (in) hex head bolts, nuts, and oversize washers. The washers shall have diameters adequate to ensure full bearing across the slots.
- 4. Bolt-down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide two holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer. See **BOLT-DOWN DETAIL**, **Standard Plan B-30.10**.
- 5. Only ductile iron Vaned Grates shall be used. See **Standard Plans B-30.30 and B-30.40** for grate details. Refer to **Standard Specification Section 9-05.15(2)** for additional requirements.
- 6. This plan is intended to show the installation details of a manufactured product. This plan is not intended to show the specific details necessary to fabricate the castings depicted in this drawing.

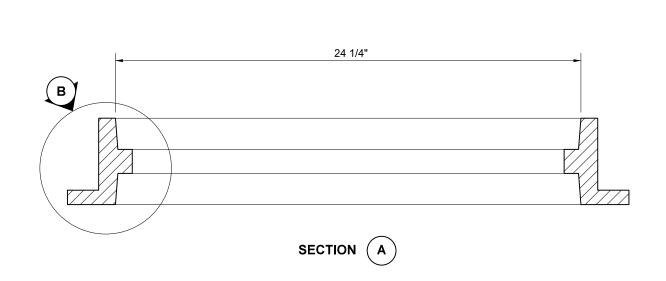




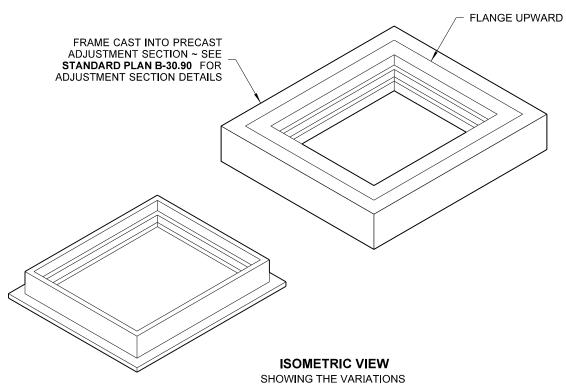
- 1. This frame is designed to accommodate 20" (in) × 24" (in) grates or covers as shown on **Standard Plans B-30.20**, **B-30.30**, **B-30.40**, and **B-30.50**.
- 2. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
- 3. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.



BOLT-DOWN DETAILS SEE NOTE 2



TOP



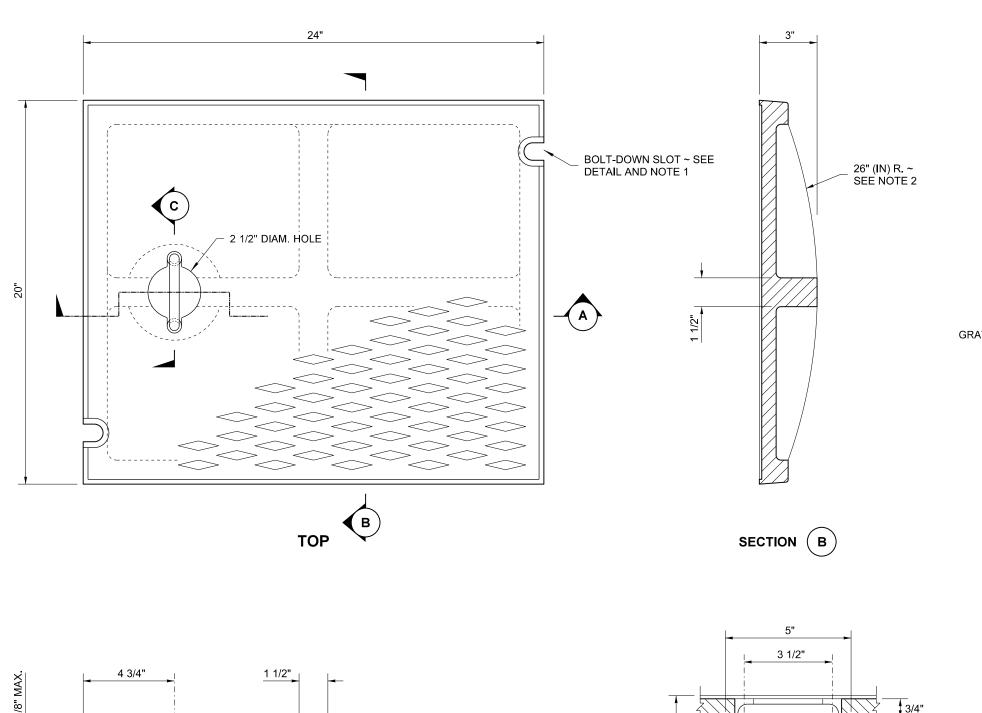


RECTANGULAR FRAME (REVERSIBLE)

STANDARD PLAN B-30.10-03

SHEET 1 OF 1 SHEET



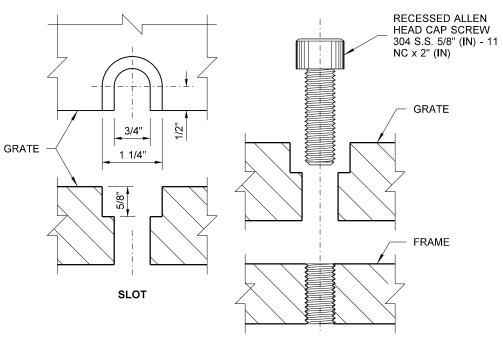




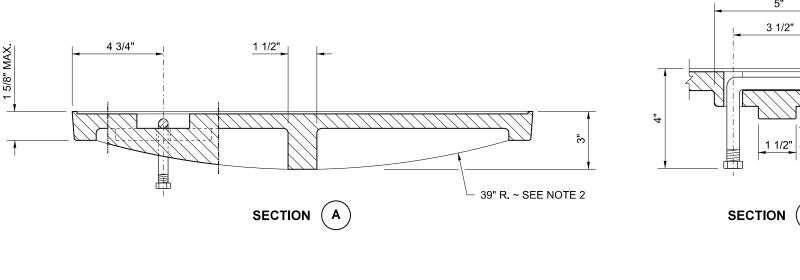
- 1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
- 2. Alternative reinforcing designs are acceptable in lieu of the rib design.
- 3. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.

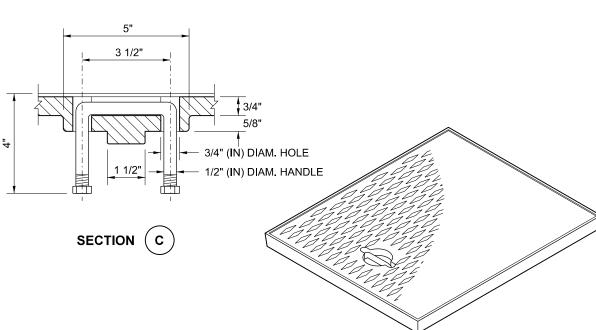
HOLE

4. For frame details, see Standard Plan B-30.10.



BOLT-DOWN DETAILS SEE NOTE 1





ISOMETRIC



RECTANGULAR SOLID METAL COVER

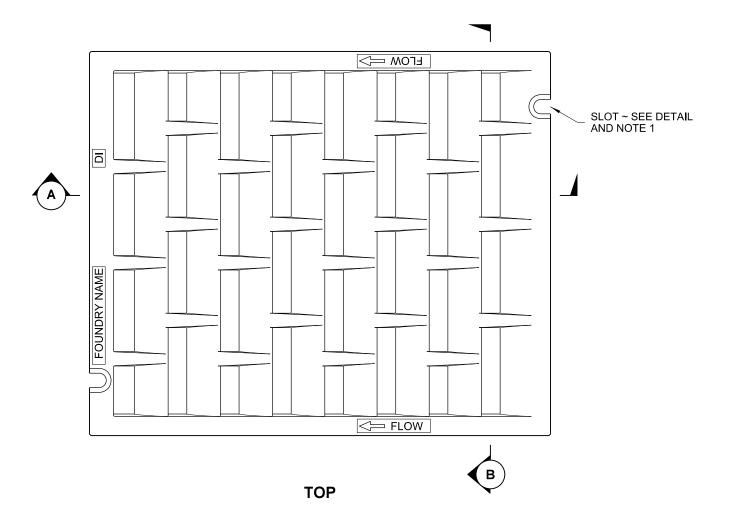
STANDARD PLAN B-30.20-04

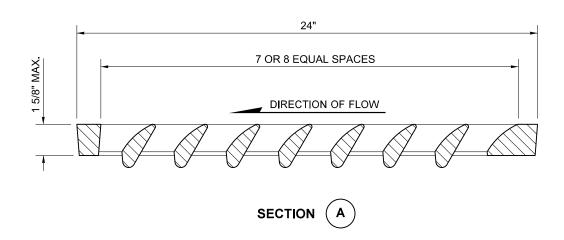
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

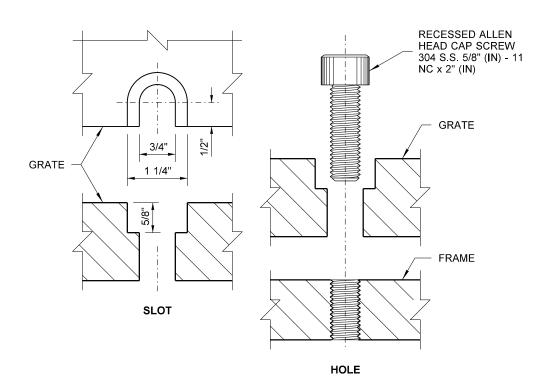
STATE DESIGN ENGINEER

Washington State Department of Transportation

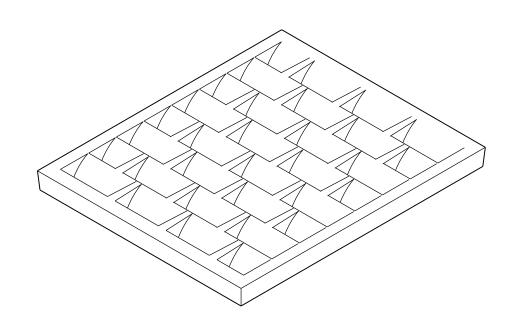




- 1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
- 2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
- 3. For frame details, see Standard Plan B-30.10.

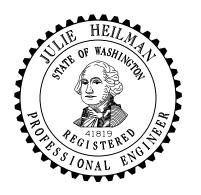


BOLT-DOWN DETAILS SEE NOTE 1



SECTION (B)



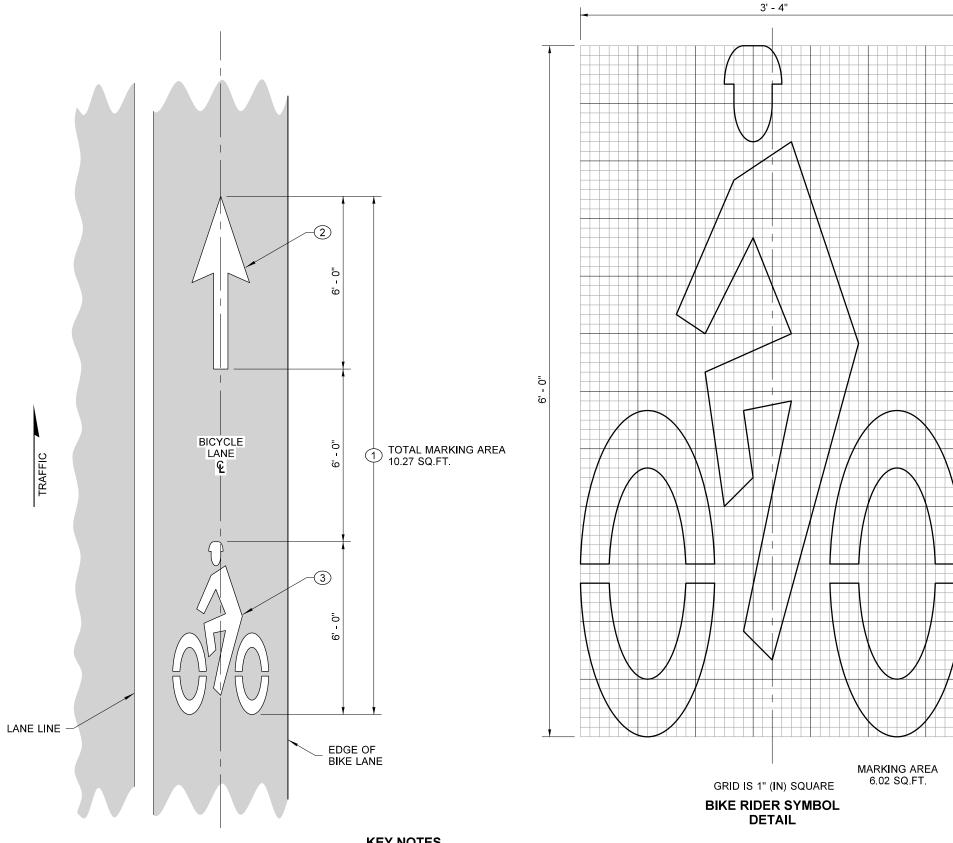


RECTANGULAR VANED GRATE

STANDARD PLAN B-30.30-03

SHEET 1 OF 1 SHEET

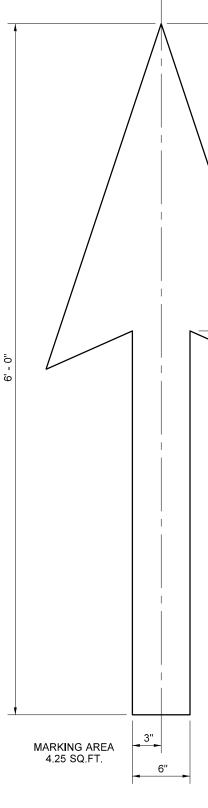




BICYCLE LANE SYMBOL LAYOUT

KEY NOTES

- ① Bid Item "Bicycle Lane Symbol" includes Bike Lane Arrow and Bike Rider Symbol.
- 2 2' (ft) x 6' (ft) White Bike Lane Arrow.
- 3 Bike Rider Symbol.



1' - 0"

2' - 8"



BICYCLE LANE SYMBOL LAYOUT

STANDARD PLAN M-9.50-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

GENERAL NOTE

See Contract for location and material requirements.

APPENDIX B CITY OF TACOMA TRAFFIC MANAGEMENT PLANS

TRAFFIC CONTROL HANDBOOK

MUST MAINTAIN PEDESTRIAN AND DISABILITY ACCESS AT ALL TIMES







INTRODUCTION

This manual is intended for use by any person, firm or corporation, public or private, when involved in construction, maintenance or any activity that alters the normal flow of traffic, vehicular or pedestrian, on any City right-of-way.

This manual shall be used in conjunction with <u>Part VI of The Manual on Uniform Traffic Control Devices</u> (MUTCD) for the installation of temporary traffic control and the Access Board's Guidelines for Accessible Public Rights -of-Way (2002), (www.access-board.gov/).

Authority to establish local rules regarding channelization and traffic control is permitted by Washington Administrative Code (WAC) 308.330.265.

Unless specifically addressed in this manual, when the term "should" is used in the MUTCD to describe a condition or method for traffic control, it means that if that suggestion is not used an equally effective method will be used. It does not eliminate the responsibility to address the situation.

This manual does not prohibit the use of additional traffic control or warning devices as long as the minimum conditions are met.

PERMITS

A permit must first be obtained from the Public Works Department by any person, firm or corporation working in City right-of-way that alters the normal flow of traffic or makes any public place dangerous.

Provisions for obtaining a permit are outlined in Tacoma Municipal Code Chapter 10.22.

All applications for permits must have a comprehensive traffic control plan attached for review by the Traffic Engineer. Permits will not be issued unless the Traffic Engineer has approved the traffic control plan.

MUNICIPAL AGENCIES

Municipal agencies and Utilities are not required to obtain a permit for routine maintenance and repairs, but must notify the Traffic Engineer a minimum of 72 hours in advance if the following conditions apply:

- 1. Closing any street (see attached street closure requirements).
- 2. Altering or detouring traffic during commute hours on arterial streets (7 a.m. 9 a.m. and 4 p.m. 6 p.m.).
- 3. The activity or obstruction will be in place for more than 8 hours.
- 4. The activity or obstruction is during the hours of darkness.
- 5. The activity reduces traffic on arterial streets to less than one lane in each direction.

GENERAL RULES

The following list of rules must be followed while involved in construction, maintenance or other activity in City right of way unless specifically addressed by the Traffic Engineer.

 All traffic control devices must meet the requirements established by the Manual on Uniform Traffic Control Devices.

- 2. No activity will be placed in such a way as to detour, slow or alter traffic flow during peak commute hours. These times are generally from 7 a.m.—9 a.m. and 3:30 p.m.—6 p.m. The Traffic Engineer may allow an exception with prior approval.
- An approved traffic control plan must be on-site and accessible for inspection at all times by law enforcement or inspectors.
- 4. Traffic control plans and activities must include the following components:
 - a. Advanced Warning Area: Signs and other devices inform drivers of what to expect.
 - b. Transition Area: Channelization devices move traffic from the normal flow to the desired path.
 - c. Activity Area: Area where the work takes place.
 - d. Buffer Space: Area used to separate traffic from the work activity area and provides recovery space for an errant vehicle.
 - e. Termination Area: Area used to return traffic to the normal path.
- 5. Pedestrian and disability access must be maintained throughout the period of time construction is underway. This does not just apply to the final product, but accessibility must be maintained during the actual construction. Safe, clearly marked routes must be maintained through or around the construction activity at all times. The use of temporary walkways with width, slope, and cross-slope compliant to the maximum extent feasible shall be incorporated on the job site. Surfaces must be firm, stable, and slip resistant. Channeling and barricading must be used to separate pedestrians from traffic. Adequate barricading must be addressed to prevent visually impaired pedestrians from entering work zones. Alternate pedestrian circulation routes with appropriate signage that can be accessed by people who use mobility aids (wheelchairs, walkers, scooters, etc.) The alternate circulation path shall have a minimum width of 5 feet and parallel the disrupted pedestrian access route when practicable. Barricades and channelizing devices shall be continuous, stable, non-flexible, and shall consist of a wall, fence, or enclosure specified in section 6F of the MUTCD. A solid toe rail should be attached such that the bottom edge is 6 inches maximum above the walkway surface. The top rail shall be parallel to the toe rail and shall be located 36 inches minimum and 42 inches maximum above the walkway surface. If drums, cones, or tubular markers are used to channelize pedestrians, they shall be located such that there are no gaps between the bases of the devices in order to create a continuous bottom, and the height of each individual device shall be no less than 36 inches.
- 6. Persons in charge of maintaining or establishing traffic control and channelization must have a certified flagger control card in their possession and must be on the site at all times or be represented by another knowledgeable, certified person.
- 7. A flagger cannot be used to direct traffic through a signalized intersection against the signal indications. When flaggers are used near signalized intersections, care will be used to clear the intersection of traffic before the signal change.
- 8. In some situations, Signal modifications may be used to support the traffic control plan. The traffic Signal Shop shall make all modifications, and all modifications must be approved by the Traffic Engineer.
- A uniformed police officer is required to direct traffic through a signalized intersection against the signal indications.
- 10. Police officers may also be required during activities for traffic calming if speeds are high, pedestrian or vehicular traffic volume is extremely high, or during emergencies.
- To minimize the disruption to access to adjacent properties, and to Pierce Transit operations, the lane closure area shall be limited to that area of active work and necessary for appropriate lane closure tapers. The Contractor shall stage work to maintain access to and egress from all properties at all times. An approved traffic control plan and permit shall be posted on the job site for review by City officials. Construction Inspectors shall ensure the approved traffic

control plan is on site at all times. Any approved Traffic control plans the Contractor doesn't follow are in violation of the Standard Specifications which are included in the contract. It is the inspector's job to have them comply or Stop work. Jobs having permits only and not following the approved Traffic Control plan is a violation of Tacoma Municipal Code 10.22.080. The work can be stopped or a violation infraction can be imposed.

- When parking lanes are closed due to construction, "no parking" portables will be installed at least 72 hours in advance of the closure in unrestricted areas and 48 hours in advance in time restricted areas. The message on the portables shall establish the date and hours for no parking.
- 13. During emergencies where life, property or public safety is in danger, conditions listed may be changed. Traffic control will be addressed along with the initial response. (See attached page for emergency contact numbers.)
- 14. The Traffic Engineer may allow reduced speed limits in construction area zones. Request for speed reduction must be included in the traffic control plan.
- 15. All signs and cones shall be removed from the right-of-way when traffic control is not in effect.
- 16. The contractor may be required to discontinue work if possible conflict exists with special events such as parades, sporting events, miscellaneous rallies, and large public meetings. Information concerning such events can usually be obtained from the City Clerks Office, tel. (253) 591-5171.
- Maintenance of 2-way traffic on arterial streets at all times except on one-way streets. Additional width for facilitating traffic flow may be obtained by prohibiting on-street parking adjacent to the work zone.
- 18. No work shall be scheduled on streets or sidewalks within the City of Tacoma Business Districts from Thanksgiving Day through New Year's Day.
- 19. All traffic control devices used at night, particularly signs, barricades and channelizing devices, must have Type C steady burn lights. Requests to reduce the number of lights used on channelizing devices must be specifically detailed on the approved traffic control plan.
- 20. Any use of steel plates by contractor shall be for overnight purposes only and shall be used over weekends with prior approval by City or its inspector. They may not be used on steep grades, 8 percent or greater, they must have asphalt ramps/wedges around the plates and a non-skid surface at all times. All plates must be pinned down and the City of Tacoma may require combinations of plates to be welded together. Warning signs must be appropriately placed to caution motorists of upcoming steel plates. Steel plates are not allowed if snow is expected or if there is a potential for snow. The Inspector must review and approve all steel plate placements prior to leaving the job site. If located in the pedestrian path, they shall comply with ADA standards.

Failure to comply with the provisions of this manual is a traffic infraction and, notwithstanding any fines or penalties levied against the person, firm or corporation involved, if a safety hazard exists, the work may be ordered stopped and the obstruction cleared by the person, firm or corporation responsible or by the City at that responsible party's expense.

http://www.cityoftacoma.org/

http://wspwit01.ci.tacoma.wa.us/govME/Admin/Inter/StartPage/default.aspx http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic Control Handbook.pdf

Special Traffic Requirements

The contractor shall notify the following departments three (3) working days prior to any street closure. Pierce Transit requires five (5) working days prior to any route detours.

Department	Phone	Fax	Email
Traffic Engineering	591-5305	591-5533	trafficcontrolplans@cityoftacoma.org
Tacoma Fire Department	591-5775	591-5034	dutyofficer@cityoftacoma.org tacomafiredepartment@cityoftacoma.or g
Tacoma Police -Ops	591-5932	594-7842	TacomaPoliceEvents@cityoftacoma.org
LESA	798-4721 Opt #3	798-2708	commsupsb@southsound911.org
Sound Transit Link	206-370-5674		Denise.Ahuna@soundtransit.org
Pierce Transit Service Impacts	377-5027	589-6364 or 589-6367	serviceimpacts@piercetransit.org mdavilla@piercetransit.org
Pierce Transit Events Coordinator	581-8001	984-8161	bnelson@piercetransit.org
Public Works/Signal and Streetlighting	591-5287	593-7745	gyotter@cityoftacoma.org
Public Works/Street Ops	591-5495	591-5302	streetoperations@cityoftacoma.org
School Trans Office	571-1853	571-1932	transportation@tacoma.k12.wa.us
First Students		272-7799	Elizabeth.Anderson@firstgroup.com
Chief Leschi Schools	445-4000		Cindy.Hanson@leschischools.org
UWT Facilities Services	692-5700	692-5705	facility@uw.edu
Off-Duty Police Officer	591-5932		TacomaPoliceEvents@cityoftacoma.org
Tacoma Refuse	591-5544	591-5547	rcollections@cityoftacoma.org
Tacoma First	311 (city limits)		csc@cityoftacoma.org

Include the following information when notifying the above departments.

Name of street to be closed & the extent of the closure (between which two roads).

Stipulate whether or not the area is to be open to local traffic & emergency vehicles.

State the date(s) & hour(s) the closure will be in effect.

Give the reason for the closure.

Provide detour information.

State who/which firm is performing the work.

Provide the name and telephone number of a contact person.

Recommended Publications

As a contractor you will have many opportunities for setting up traffic control. To comply with national standards, we recommend having the **MUTCD** (Manual on Uniform Traffic Control Devices) for future reference.

To order hard copies or CD versions of the MUTCD please go to one of the links below: American Association of State Highway Organizations at: https://bookstore.transportation.org/ Institute of Traffic Engineers at: http://www.ite.org/bookstore/index.asp

American Traffic Safety Services Association at: http://www.atssa.com/

Things to Think About

Before the traffic control plan is drawn visit the site and look for special circumstances that may be unique to the area. For example work being done on the sidewalk may be a hazard if someone walks out a door into your wet cement or a tool may fall on someone's head if someone is in a lift washing windows. Call Pierce Transit if you need to do work at a bus stop. Transit requires five (5) days notice for route detours. Transit will inform citizens and move or temporarily close the stop. Keep in mind that pedestrians need 5' of unobstructed walking area. If roadwork needs to be done on an arterial street, traffic control devices shall be removed during peak hour traffic (7am to 9am and 4pm to 6pm). For further information see our TRAFFIC CONTROL HANDBOOK.

http://www.cityoftacoma.org/

http://wspwit01.ci.tacoma.wa.us/govME/Admin/Inter/StartPage/default.aspx http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic Control Handbook.pdf

EXAMPLE TRAFFIC CONTROL PLANS

INTRODUCTION (READ FIRST)

Permits / General Rules Special Traffic Requirements

SAMPLE SETUP DRAWINGS

Non-Arterial Road Closures
Single Lane Non-Arterial with A Flagger
CBD Right Lane Closure
Shoulder Work with Minor Encroachment
Two Lane Road with Center Closure
Two-Way Lane Shift with Parking
Right Lane Closure
Right Lane Closure at Intersection
Left Lane Closure At Intersection
One Way Street Multi-Lane Closure
Four Lane Road – Two Lane Closure
Five Lane Road Multi-Lane Closure
Traffic Control for Lane Shifting - 5 Lane
Roundabout Traffic Control with Flaggers

SHORT DURATION WORK - UNDER 60 MINS

Lane Closure at Intersection
Mid-Block Lane Closure
Center Lane Closure at Intersection
Inside Lane Closure at Intersection

PEDESTRIANS & MISCELLANEOUS

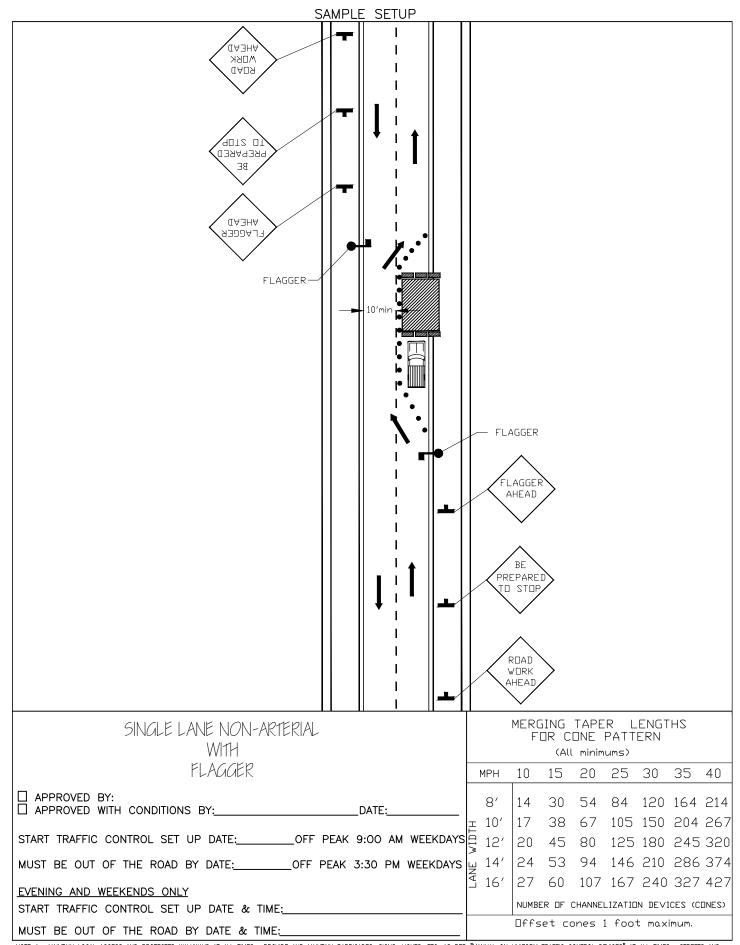
Traffic Control Recommendations for Truck Crossings
Traffic Control for Portable Dumpsters
Traffic Control for Moving Van
Bypass Walkway for Pedestrians
Bypass Ramps for Pedestrians
Curb Ramp Pedestrian Control
Sidewalk Closures
Sidewalk Closure with Parking Closure

SURVEY CREWS

Survey Two Lane Arterial Intersection Survey Two Lane Arterial Mid Block Survey Multi-Lane Arterial

CREATE YOUR OWN PLAN

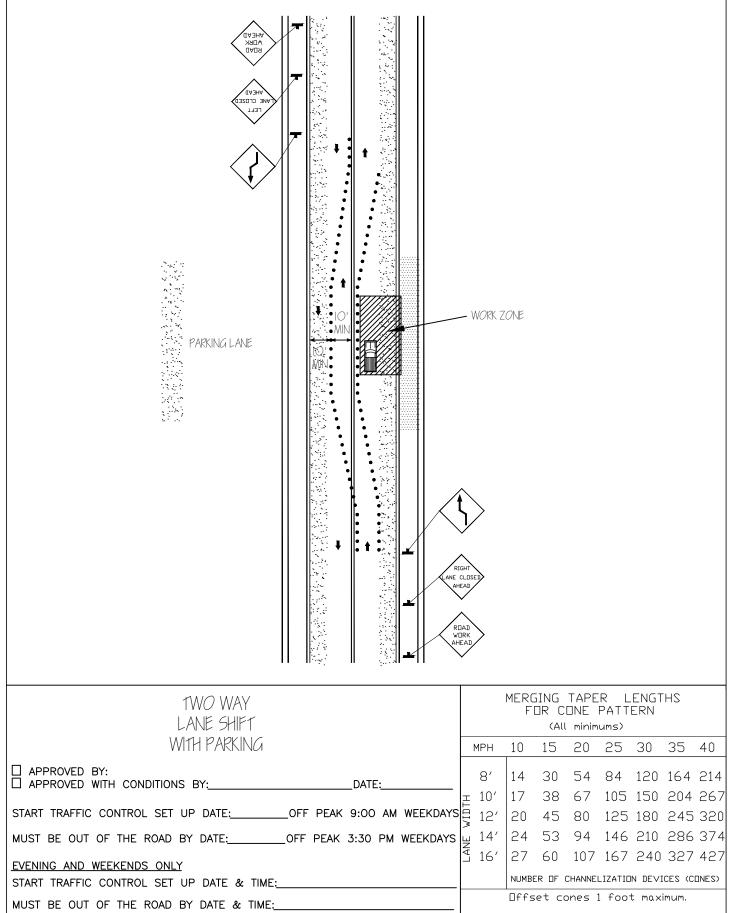
Blank Two Lane Road
Blank Two Lane Road with Center Turn Lane
Blank Two Lane Road with Two Intersections
Blank Two Lane Road with Two Intersections and Parking
Blank Two Lane Road with Four Intersections and Parking
Blank Four Lane Road with Two Intersections
Blank Four Lane Road with Two Intersections and Parking
Blank Five Lane Road



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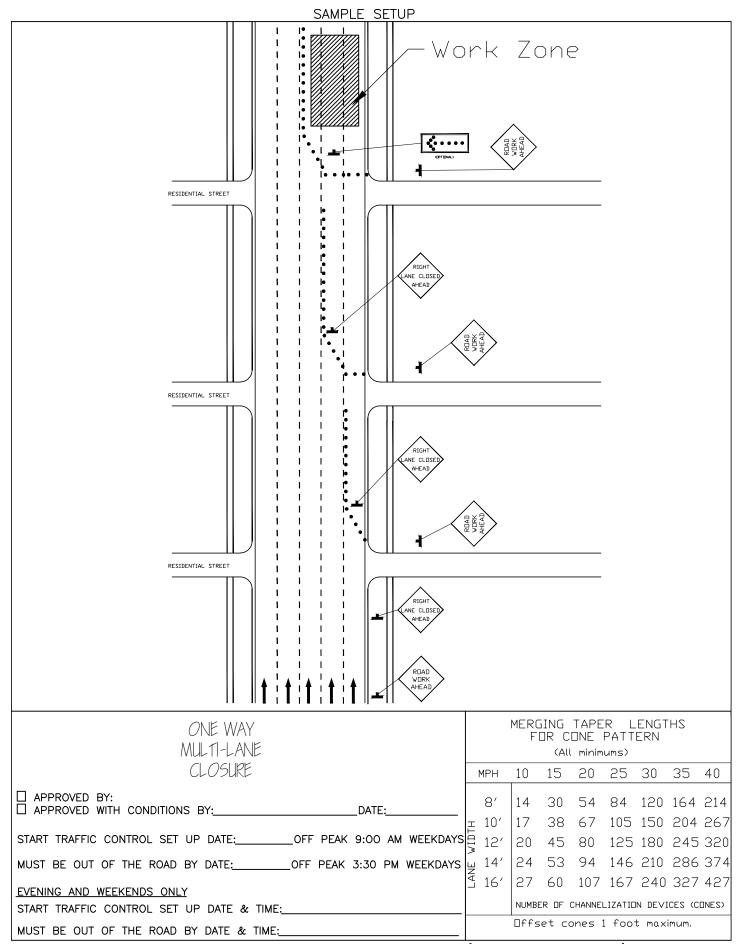
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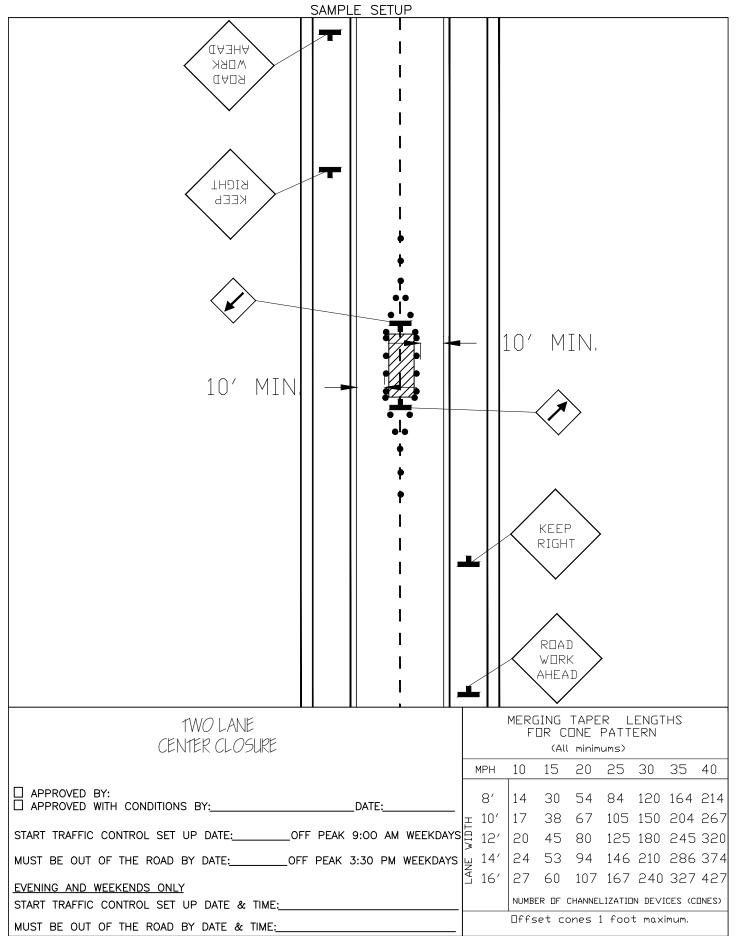
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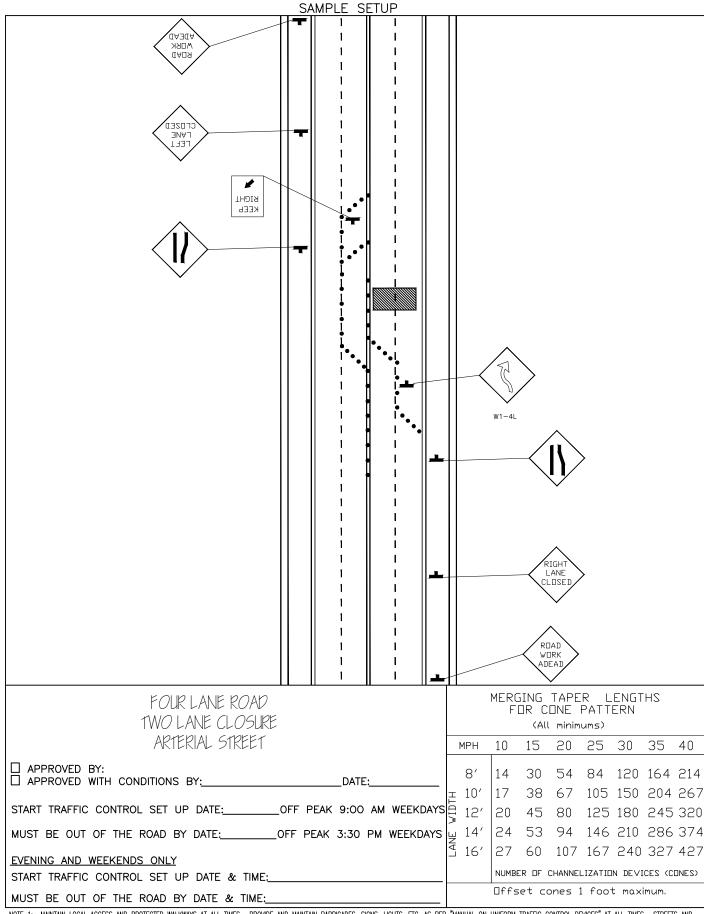
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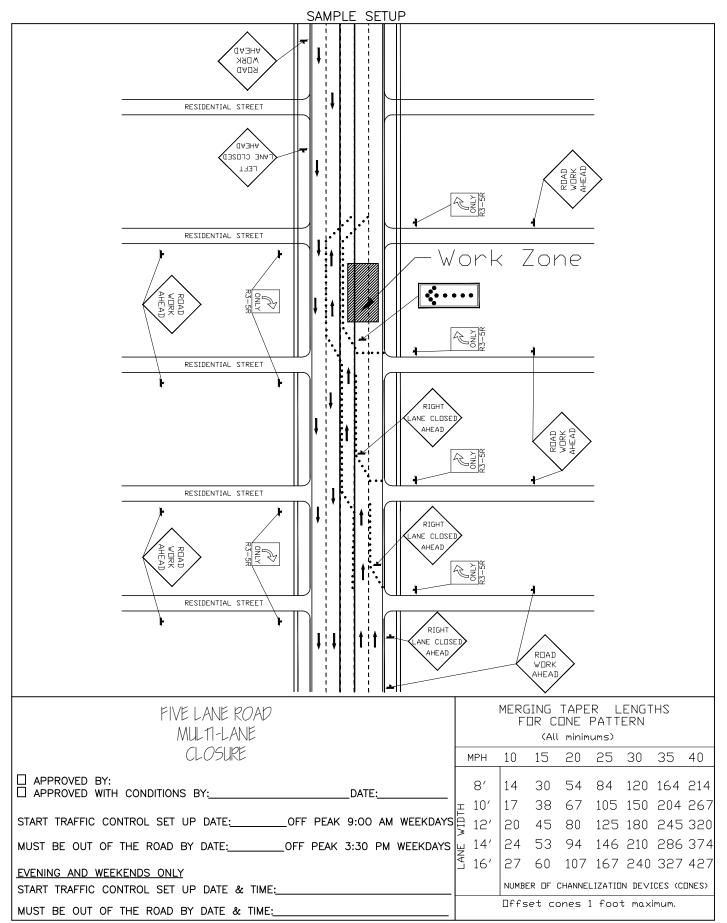
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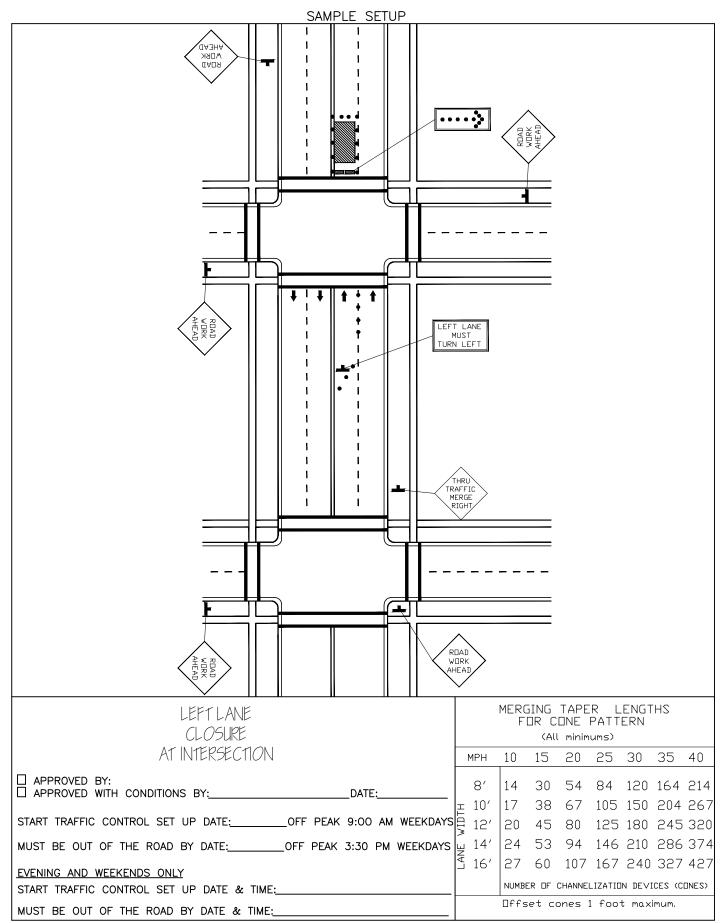
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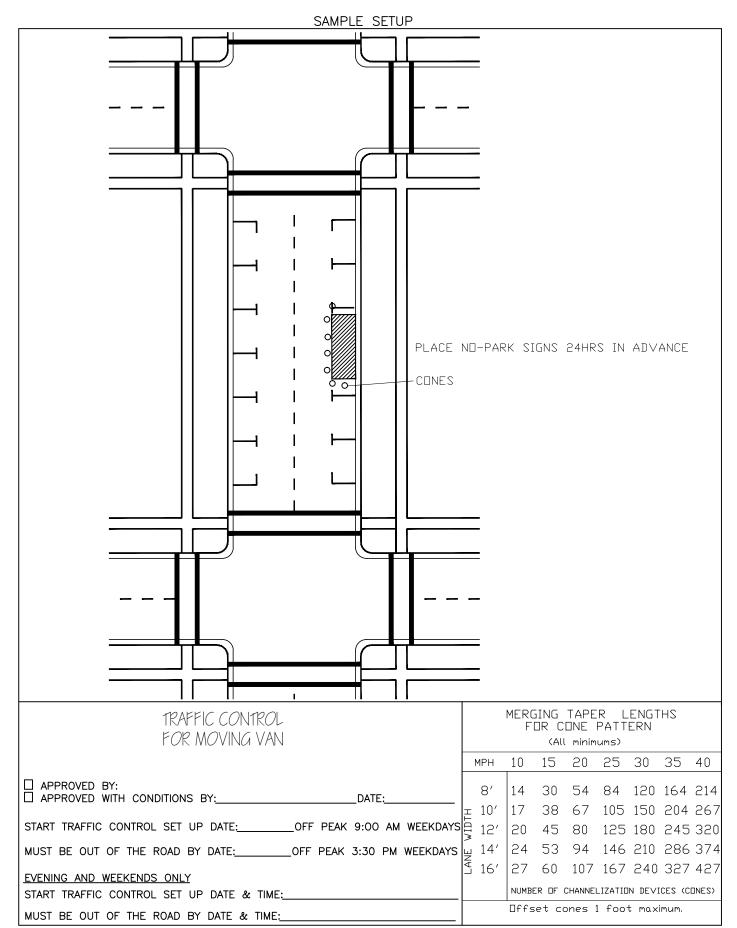
	SAMPLE SETUP							
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	OFF PEAK 5:30 PM WEEKDAYS	16'		53 9460 107				
EVENING AND WEEKENDS ONLY START TRAFFIC CONTROL SET UP DATE & TIM				R OF CHANNE				
MUST BE OUT OF THE ROAD BY DATE & TIM			Offse	t cones	1 foo	t max	mum.	

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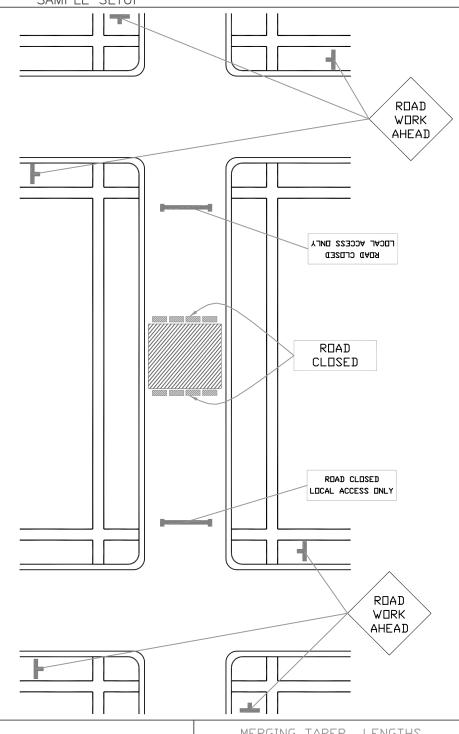
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SAMPLE SETUP

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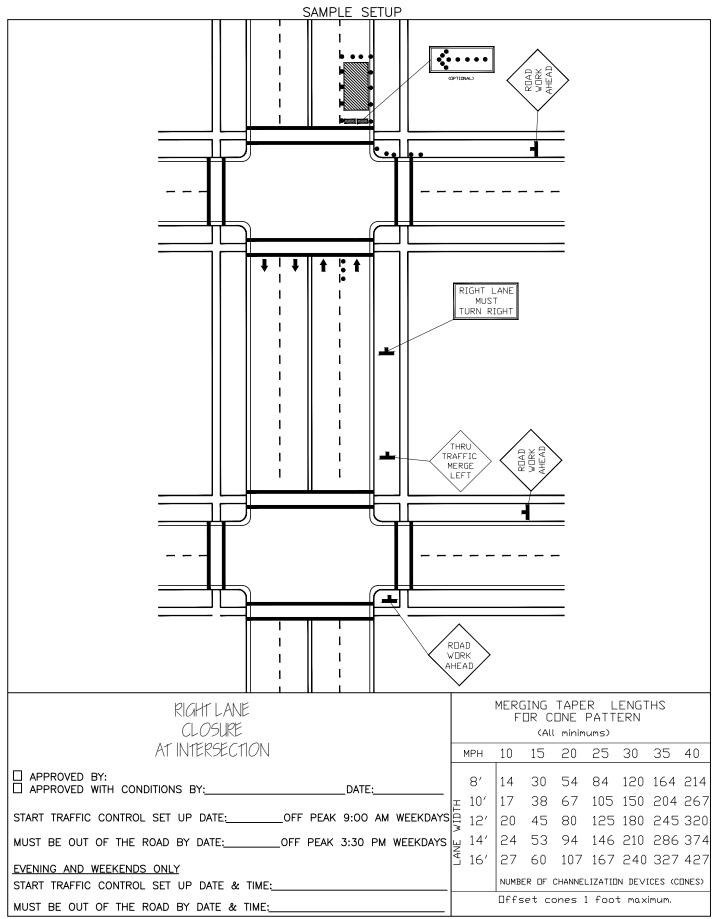


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NON-ARTERIAL ROAD CLOSURES								JR CI	TAPE DNE 1	PATTE		HS	
					١	4PH	10	15	20	25	30	35	40
APPROVED BY: APPROVED WITH CONDITIONS BY:		DATE:				8′	14	30	54	84	120	164	214
					Ξ	10′	17	38	67	105	150	204	267
START TRAFFIC CONTROL SET UP DATE:	OFF PEAK	9:00	AM	WEEKDAYS	MIDI	12′	20	45	80	125	180	245	320
MUST BE OUT OF THE ROAD BY DATE:	OFF PEAK	3:30	РМ '	WEEKDAYS	Ų	14′	24	53	94	146	210	286	374
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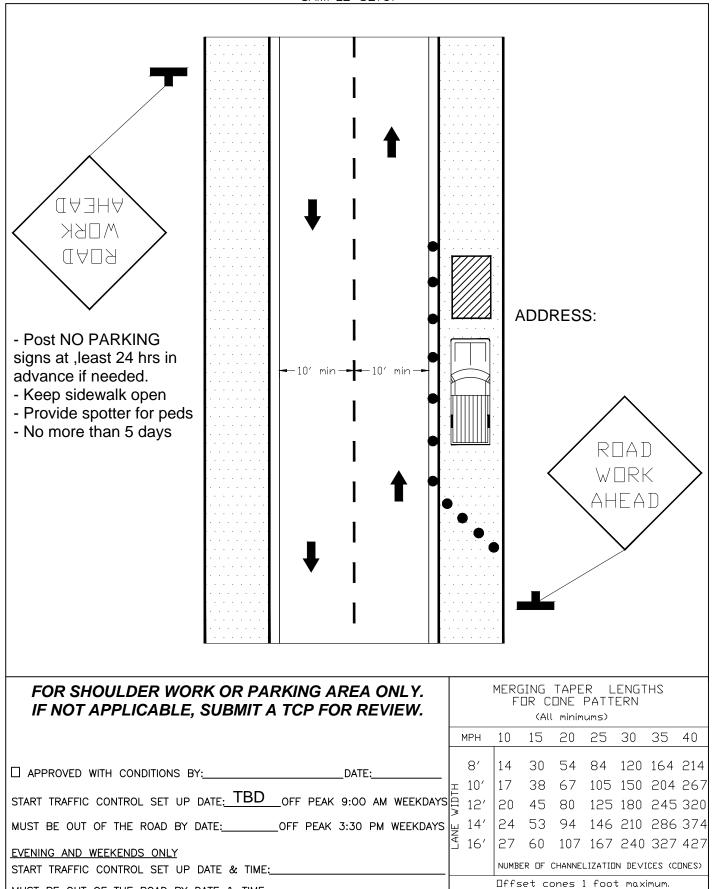
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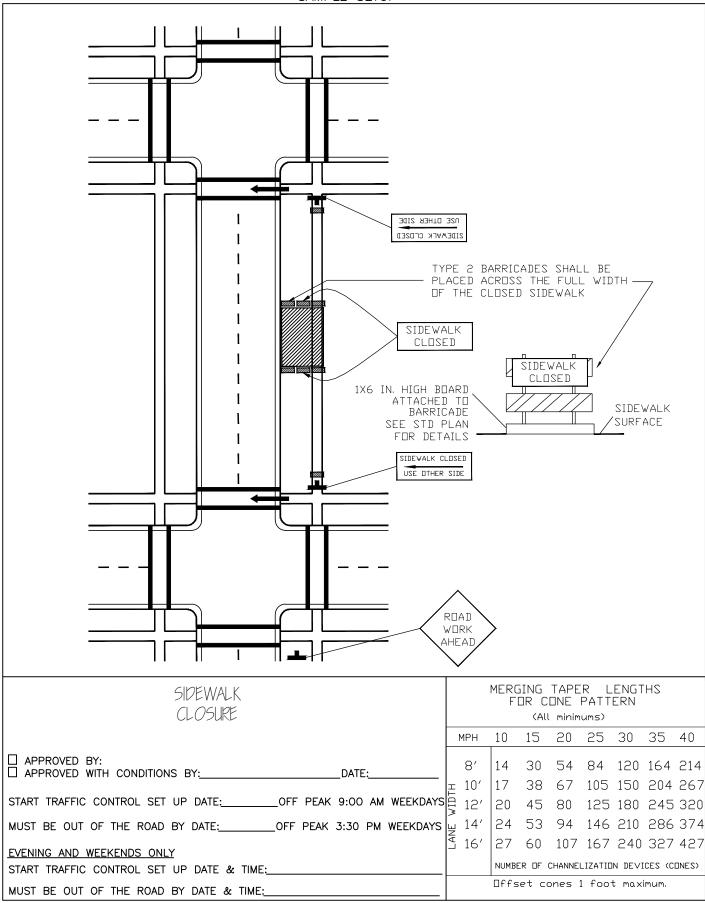
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CAM	DIE SETUD								
TRAFFIC CONTROL	Nehicle with A Nehi	A Vehicle with A Flash Arrow	MERC	SING C	TAPE	IR L	ENGT	THS	
ROLLING CLOSURE				(All	l minim				
N APPROVED BY:		MPH		15				35	
☐ APPROVED BY: ☐ APPROVED WITH CONDITIONS BY:	DATE:	8' ± 10'						164 204	

MUST BE OUT OF THE ROAD BY DATE & TIME:_





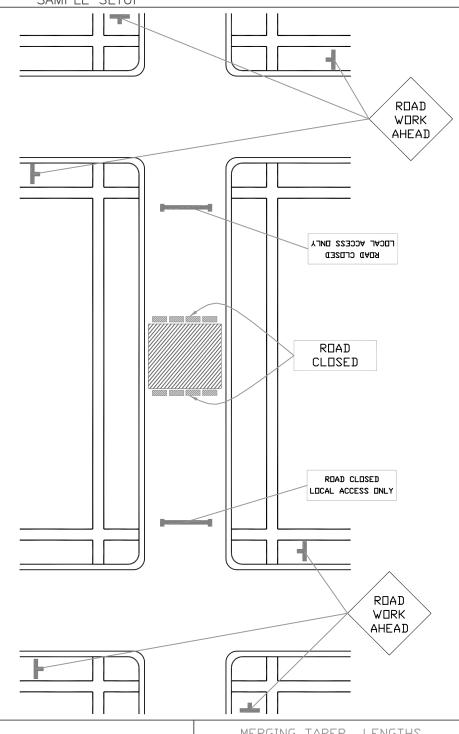
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SAMPLE SETUP ALLEYS ONLY (not approved for arterial or residential streets) - Applicant MUST print and add streetnames to the plan specific to the ROAD WORK site AHEAD - Post NO PARKING signs at, least 24 hrs in advance if needed. - Keep open at night and when not in construction (plate/fill/etc) - Must notify adjacent property owners and provide access. LOCAL ACCESS DNLY - Must contact Refuse and coordinate KUAN CLUSED access or gather all containers and locate where appropriate for pick-up. - Keep open at night and when not in construction ROAD CLOSED ADDRESS: ROAD CLOSED LOCAL ACCESS ONLY ROAD WORK AHEAD MERGING TAPER LENGTHS ALLEY CLOSURE ONLY. FOR CONE PATTERN IF NOT APPLICABLE, SUBMIT A TCP FOR REVIEW. (All minimums) MPH 10 15 20 25 35 8' 14 30 54 84 120 164 214 ☐ APPROVED WITH CONDITIONS BY: DATE: 10' 17 38 67 105 150 204 267 START TRAFFIC CONTROL SET UP DATE: TBD OFF PEAK 9:00 AM WEEKDAYS 20 45 80 125 180 245 320 24 14' 53 MUST BE OUT OF THE ROAD BY DATE: OFF PEAK 3:30 PM WEEKDAYS

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16'

107 167 240 327 427

NUMBER OF CHANNELIZATION DEVICES (CONES)

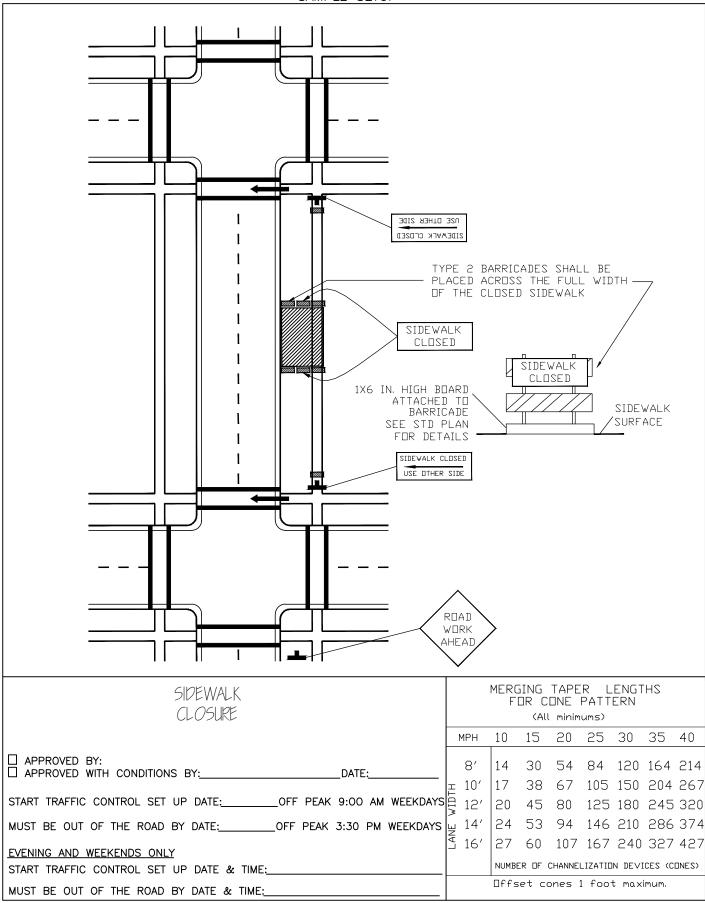
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EVENING AND WEEKENDS ONLY

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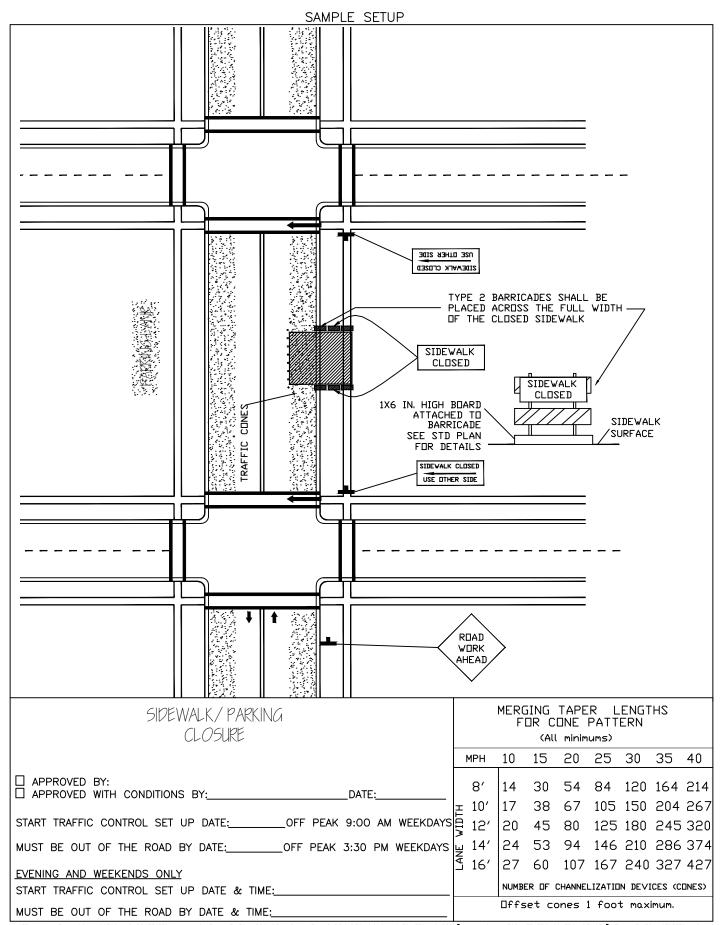
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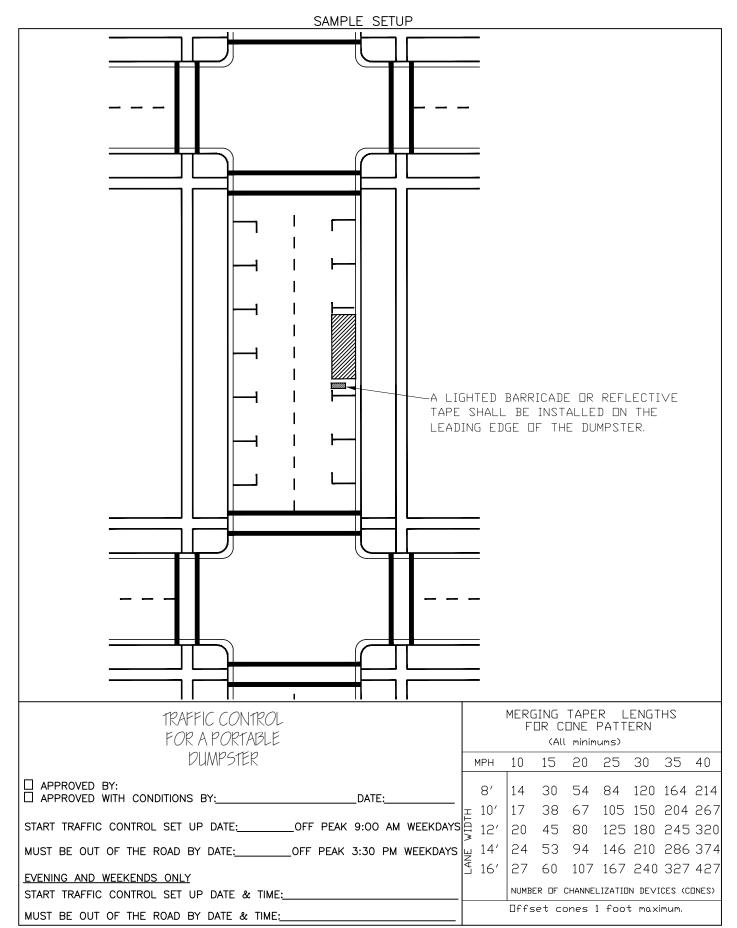
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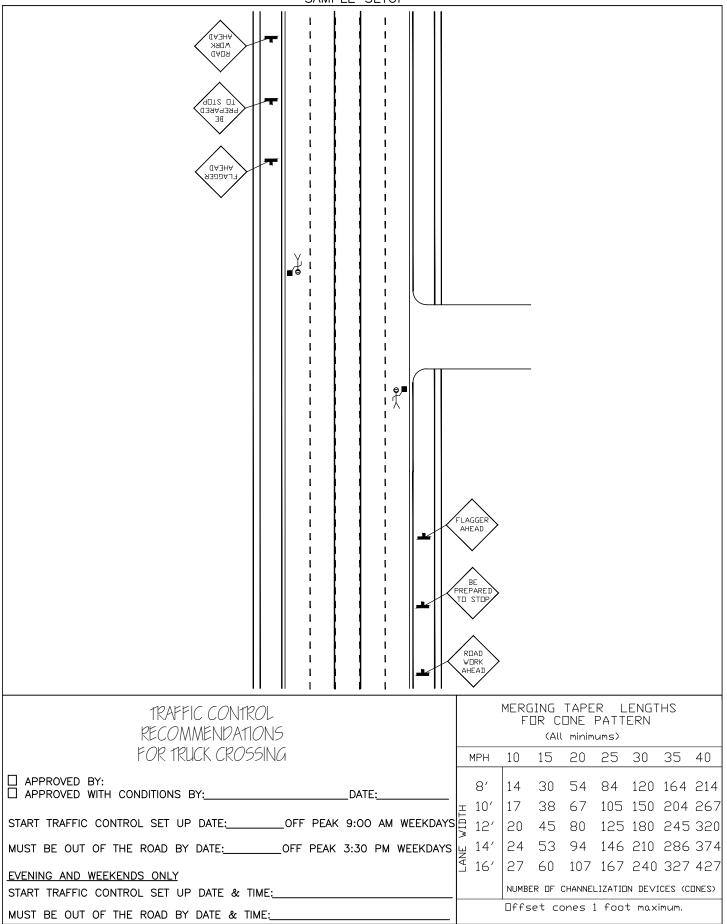


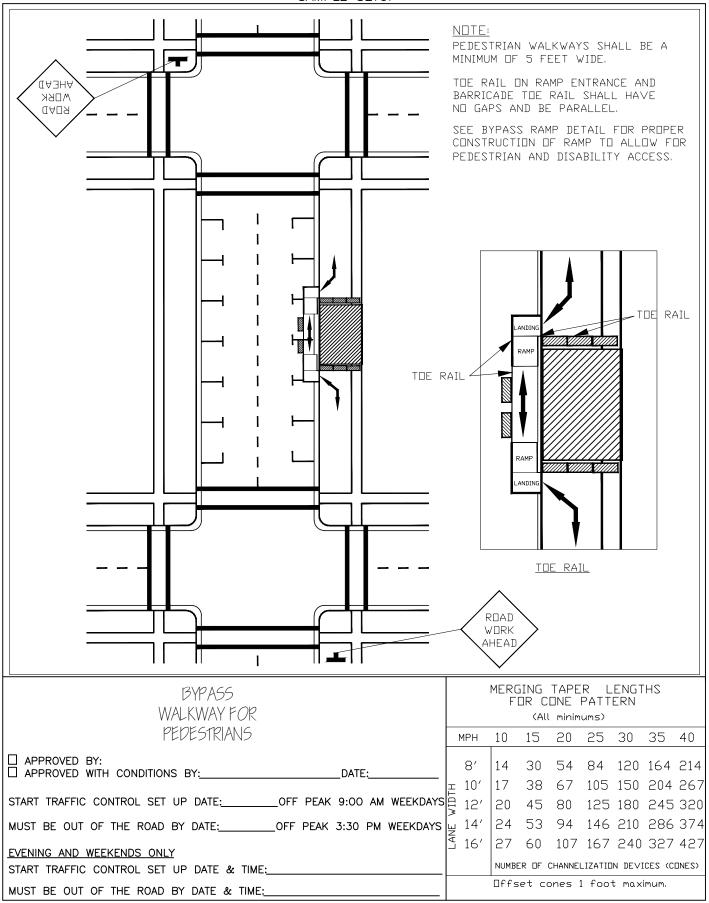
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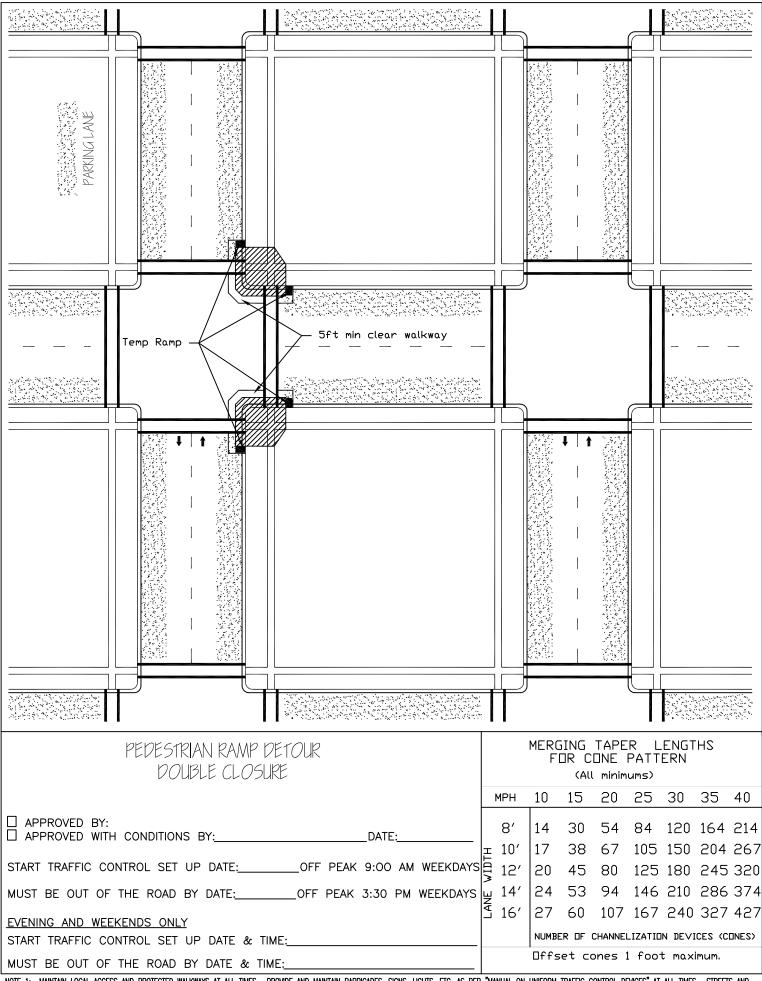
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SAMPLE SETUP

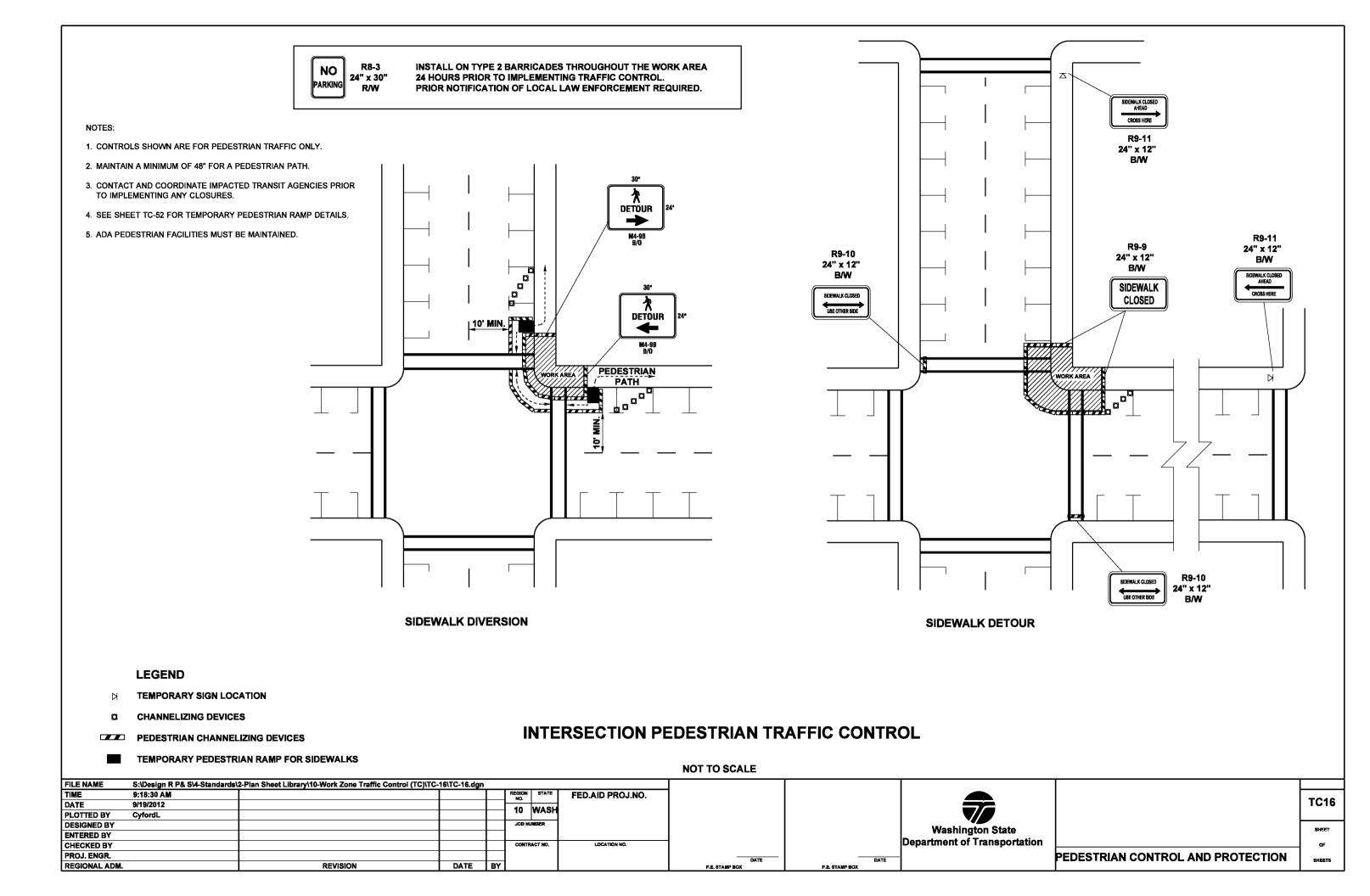


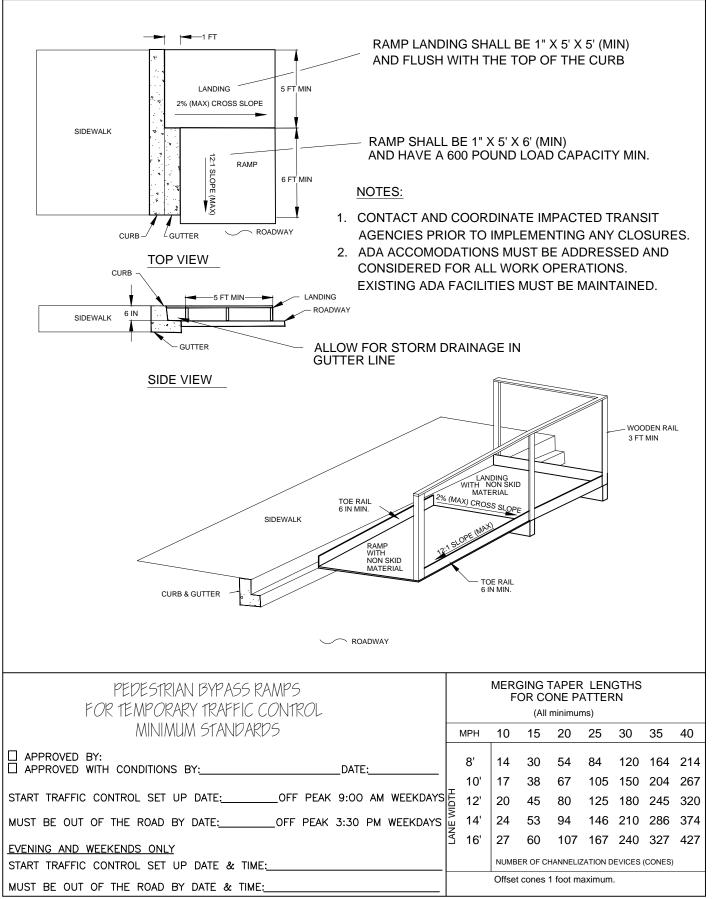


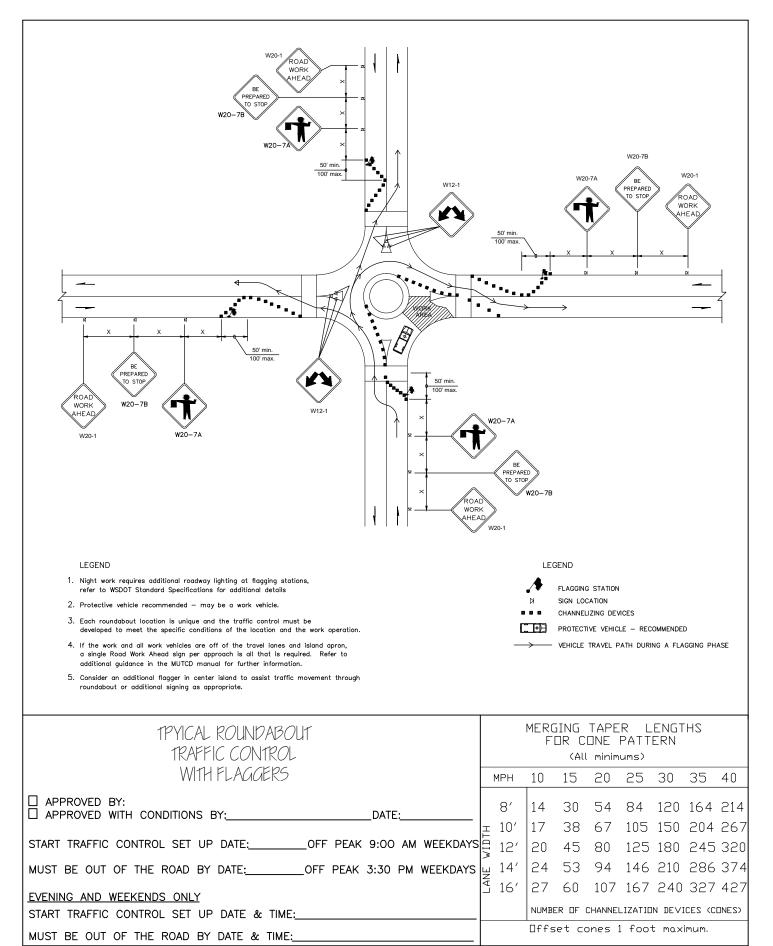


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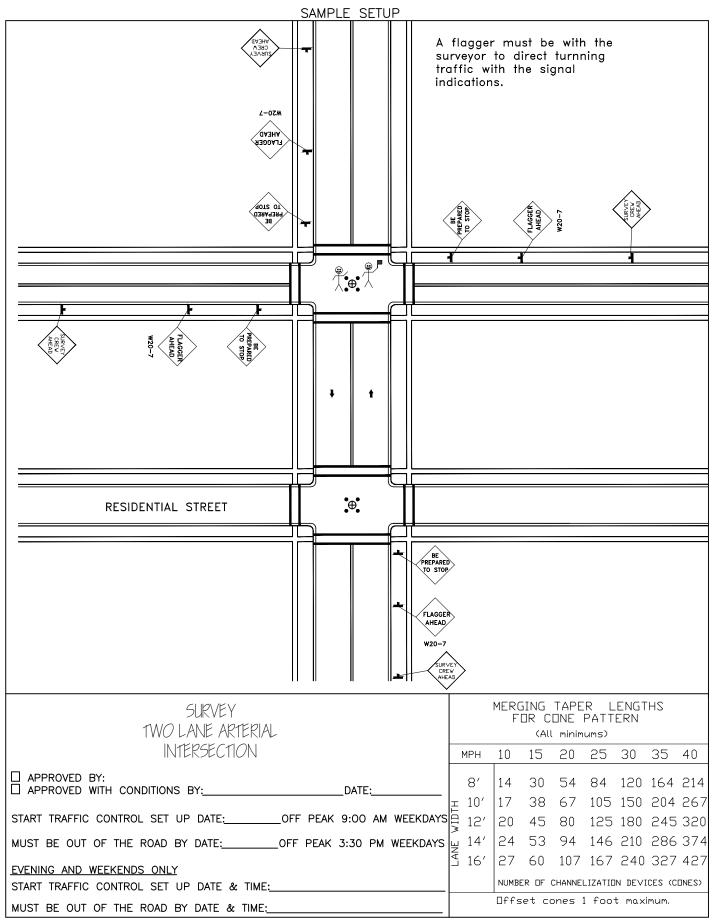


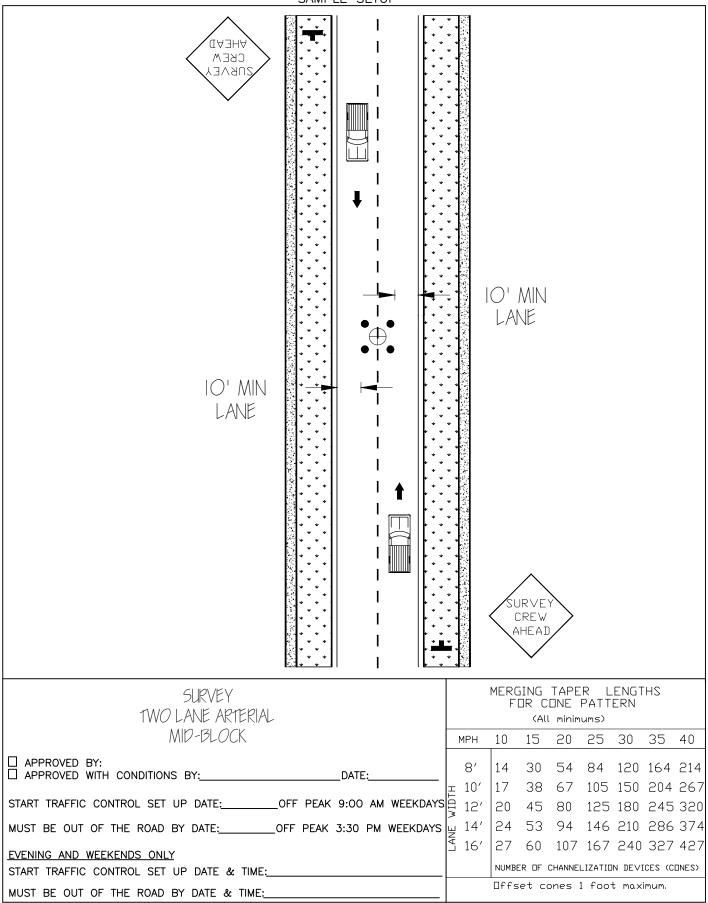


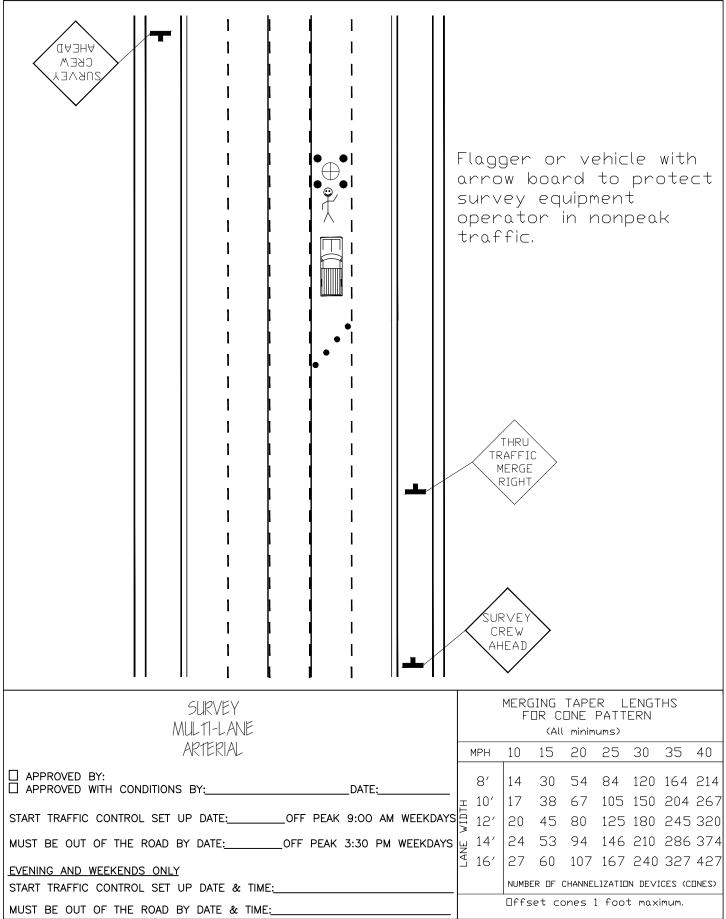
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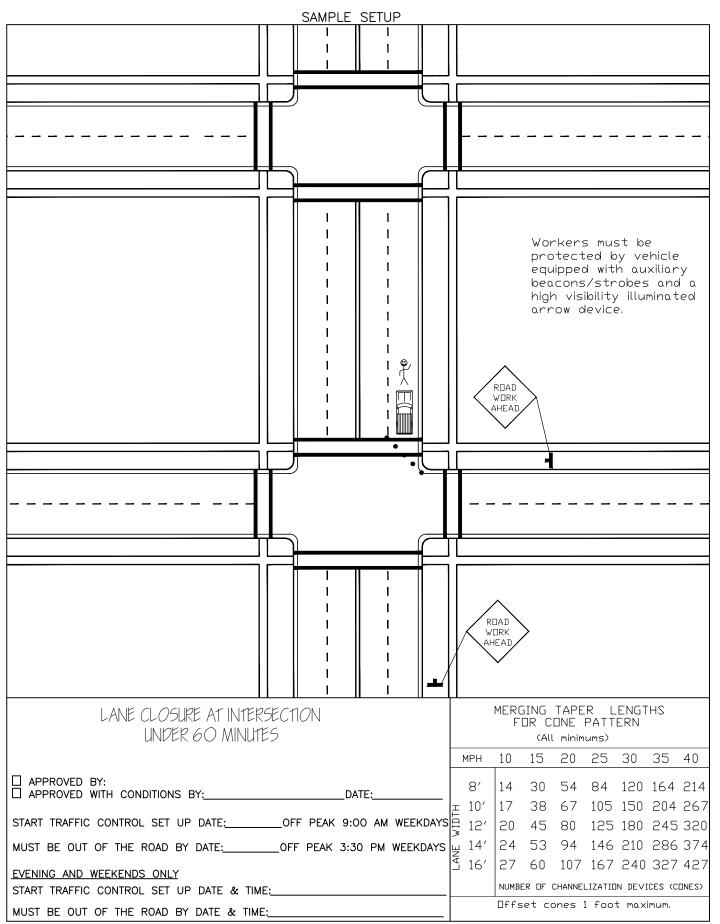
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	SAMPLE SETUP	
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		1
ROAD WIRK AHEAD		Workers must be protected by vehicle equipped with auxiliary beacons/strobes and a high visibility illuminated arrow device.
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INTERSECTION UNDER 60) MINUTES	(All minimums)
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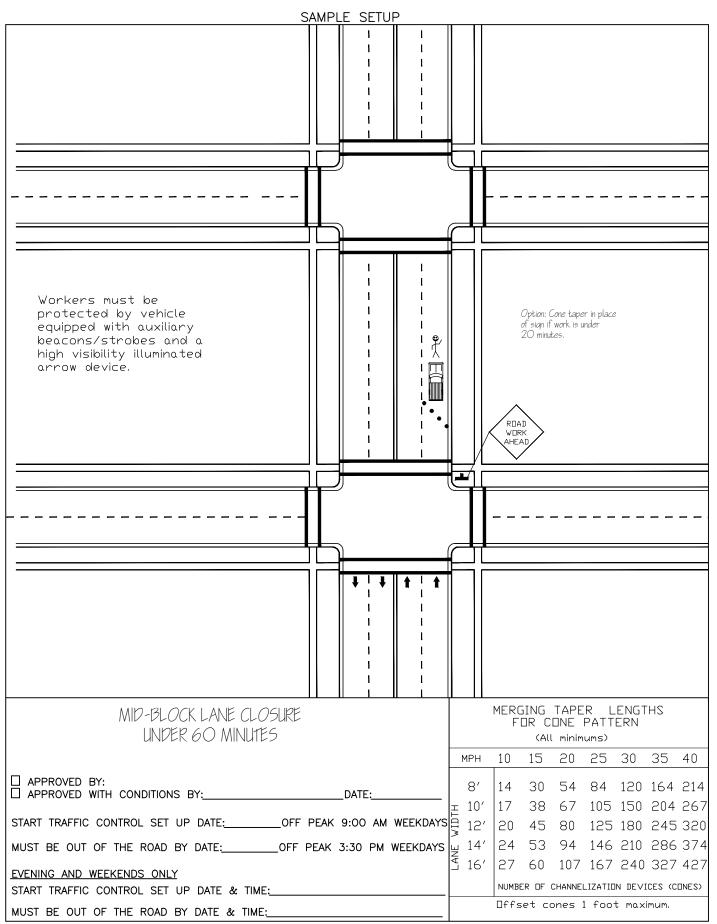
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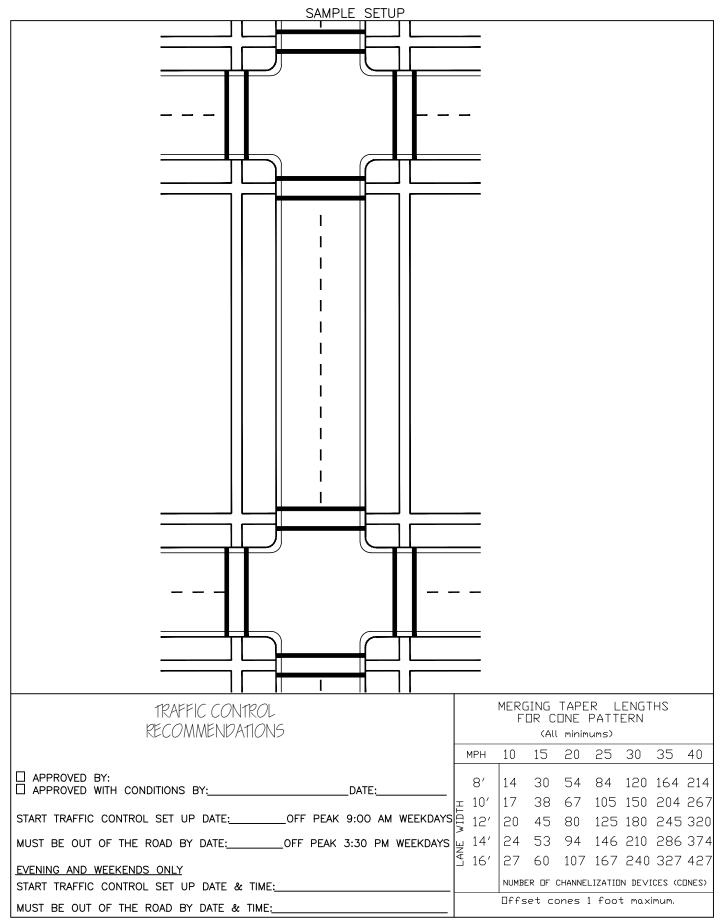
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SAMPLE SETUP TRAFFIC CONTROL MERGING TAPER LENGTHS FOR CONE PATTERN RECOMMENDATIONS (All minimums) 15 20 25 30 35 40 MPH 10 ☐ APPROVED BY: 8′ 54 84 120 164 214 14 30 ☐ APPROVED WITH CONDITIONS BY:__ _DATE:_ ± 10' 17 38 67 105 150 204 267 START TRAFFIC CONTROL SET UP DATE:_____OFF PEAK 9:00 AM WEEKDAYS 12' 20 45 80 125 180 245 320 14′ 24 53 94 146 210 286 374 MUST BE OUT OF THE ROAD BY DATE:_____OFF PEAK 3:30 PM WEEKDAYS 16′ 107 167 240 327 427 60 EVENING AND WEEKENDS ONLY NUMBER OF CHANNELIZATION DEVICES (CONES) START TRAFFIC CONTROL SET UP DATE & TIME:_

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MUST BE OUT OF THE ROAD BY DATE & TIME:_

Offset cones 1 foot maximum.



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 Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
11%	8%	19%

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

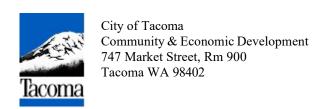
www.omwbe.diversitycompliance.com*

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

CCD/SBE: PWK-01035 Date of Record: 09/08/2023 Project Spec#: PW23-0101F

Project Title: St. Helen's Grind and Overlay

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



CITY OF TACOMA EQUITY IN CONTRACTING (EIC) PROGRAM

Bidders Special Instructions

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

The EIC Program requirements are contained in <u>Tacoma Municipal Code Chapter 1.07</u>.

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 (<u>OMWBE website</u>). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program at the time of bid submittal. Business certification may be verified by contacting the EIC Office*.

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

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC policy, the City of Tacoma is utilizing a cloud-based software system:

B2Gnow - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.

(updated 05/2023) Page 1 of 2

The system is monitored/audited by EIC staff to ensure contract compliance, proactively identify potential issues, and track contract progress.

*EIC STAFF Contact Information

For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:

- Call EIC Office at (253) 591-5630 or (253) 591-5826
- Email EIC Office at EICOffice@cityoftacoma.org

(updated 05/2023) Page 2 of 2



City of Tacoma Community & Economic Development Office of Equity in Contracting 747 Market Street, Rm 900 Tacoma WA 98402 253-591-5826

Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

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

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

Bidder	's Name:							
Addres	ss:			City/State/Zip:				
Spec. 1	No Base Bid	o Base Bid * \$		Complete business names and phone numbers are required to verify your usage of Certified Businesses				
В	a. Susiness 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. M	BE Utilization %	j. WBE Utilization	. %	k. SBE Uti	lization %			
By sign	ning and submitting this form the bid	der certifies that the	OMWBE Certified	Business(s) listed will	be used on this project	including all applic	able change orders.	
Type o	r Print Name of Responsible Officer /	Title	Signature o	of Responsible Officer		Date		

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

CHAPTER 1.07 EQUITY IN CONTRACTING

Sections:	
1.07.010	Policy and purpose.
1.07.020	Definitions.
1.07.030	Discrimination prohibited.
1.07.040	Program administration.
1.07.050	Approval as a Certified Business
1.07.060	Program requirements.
1.07.070	Evaluation of submittals.
1.07.080	Contract compliance.
1.07.090	Program monitoring.
1.07.100	Enforcement.
1.07.110	Remedies.
1.07.120	Unlawful acts.
1.07.130	Severability.
1.07.140	Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

1.07.020.B

A. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

B. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

1.07.020.C

"Certified Business" means an entity that has been certified as a Disadvantaged Business Enterprise ("DBE"), Small Business Enterprise ("SBE"), Minority Business Enterprise ("MBE"), Women Business Enterprise ("WBE"), or Minority and Women's Business Enterprise ("MWBE") by the Washington State Office of Minority and Women's Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

"City" means all Departments, Divisions and agencies of the City of Tacoma.

"Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with

federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

"Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

1.07.020.G

"Goals" means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

"Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

1.07.020.P

"Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

"Program Manager" means the individual appointed, from time to time, by the City's Community and Economic Development Director to administer the Program Regulations.

"Program Regulations" means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

"Proposal" means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

"Public Works (or "Public Works and Improvements)" means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

1.07.020.Q

"Quote" means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

1.07.020.R

"Respondent" means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

1.07.020.S

"Services" means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City's Purchasing Policy Manual.

"Submittal" means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

"Supplies" means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

"Tacoma Public Utilities Service Area" means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

"Waiver" means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

- A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability, or "pregnancy outcomes" under TMC 1.29.040, in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.
- B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 28859 Ex. A; passed Nov. 22, 2022: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

- A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.
- B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Approval as a Certified Business.

- A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:
- 1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
- 2. The entity can demonstrate that it also meets at least one of the following additional requirements:
- a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
- b. The entity's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
- c. When the work is performed outside of Pierce County, the entity's business offices may be located in an adjacent county in which the work is performed, or
- d. Such additional information as the Program Manager or designee may require.
- 3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals.

The applicant may appeal any approval determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

- A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.
- B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:
- 1. General.

The dollar value of the contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

- C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:
- 1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

- a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.
- b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.
- 2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:
- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

- A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:
- 1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
- 2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
- 3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.
- B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;

- 2. Publish notice of the contractor's noncompliance;
- 3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
- 4. Withhold funds due contractor until compliance is achieved; and/or
- 5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;
- B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.
- C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

PART IV

CITY OF TACOMA

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) REGULATIONS FOR PUBLIC WORKS CONTRACTS

LEAP REQUIREMENT FORM

Local Employment and Apprenticeship Training Program Requirements

Local Employee Requirement and Apprentice Requirement

This project has LEAP Requirements of 15% Local Employee Utilization <u>and</u> an additional 15% Apprentice Utilization.

- Please add attached LEAP Bid documents to your spec
- Please note in your spec that when the project is added to the Labor & Industries' Awarding Agency Portal site, the "Tacoma, City of" label should be chosen.
- Please send the Notice to Proceed and Notice of Completion to leap@cityoftacoma.org
- Send PreBid and PreCon agendas to LEAP with time to review
- Invite LEAP to the project PreBid, PreCon, and Progress Meetings.
- If the contract is the result of a Cooperative Agreement or an Interlocal –
 Piggyback Public Agency Agreement, contact LEAP directly before drafting the
 contract.

For questions or concerns related to LEAP and LCP Tracker, email LEAP Staff at leap@cityoftacoma.org.



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or leap@cityoftacoma.org. 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.

*NOTE – for projects bid on or after October 10, 2023, compliance with workforce requirements and payrolls will be strictly enforced.

LEAP PROGRAM REQUIREMENTS:

- 1. LOCAL EMPLOYMENT Requirement: The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
 - a) Civil Projects over \$250,000
 - b) Building Projects over \$750,000
- 2. APPRENTICE Requirement: The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.
- 3. SUBCONTRACTOR NOTIFICATION: Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.
- 4. FAILURE TO MEET LEAP UTILIZATION REQUIREMENT: Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

100% achievement
 99% to 90% achievement
 89% to 75% achievement
 74% to 50% achievement
 49% to 1% achievement
 0% achievement
 10.00 penalty
 \$2.00 penalty
 \$3.50 penalty
 \$5.00 penalty
 \$7.50 penalty
 \$10.00 penalty

LEAP DOCUMENT SUBMITTALS:**

- LEAP EMPLOYEE VERIFICATION FORM: upon request, the Contractor must provide the LEAP
 Office with a form for every person whom the contractor thinks will assist with attaining credit
 towards meeting the LEAP Utilization Requirements with at least one piece of verifying
 documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP Qualified.
- 2. WEEKLY CERTIFIED PAYROLL: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
- 3. DEPARTMENT OF LABOR & INDUSTRIES (L&I): The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

^{**}WITHHOLDING PROGRESS PAYMENTS: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma LEAP Office 747 Market Street, Room 900 Tacoma, WA 98402 (253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- □ LEAP Abbreviated Program Requirements: brief overview of LEAP Program requirements
- □ LEAP Employee Verification Form: to be submitted, upon request, for each employee who may be a LEAP-qualified employee
- □ Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List: for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- □ Weekly Certified Payrolls: to be submitted via LCP Tracker weekly, biweekly or monthly.
- □ Statement of Intent to Pay Prevailing Wages: to be submitted prior to commencing work
- □ Affidavit of Wages Paid: to be submitted upon completion of each contractor's work
- **Document Verification**: provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or leap@cityoftacoma.org

CHAPTER 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:	
1.90.010	Purpose.
1.90.020	Scope.
1.90.030	Definitions.
1.90.040	LEAP goals.
1.90.050	Repealed.
1.90.060	Effect of program on prime contractor/subcontractor relationship.
1.90.070	Apprentice utilization requirements – Bidding and contractual documents.
1.90.080	Enforcement.
1.90.090	Compliance with applicable law.
1.90.100	Review and reporting.
1.90.105	Authority
1.90.110	Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. "Apprentice" shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. "Building Projects" shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. "Director" shall mean the Director of Community and Economic Development, or the Director's Designee.
- G. "Economically Distressed ZIP Codes" shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:
- 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
- 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
- 3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

- H. "Electrical Utility" and "Water Utility" shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.
- I. "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.
- J. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.
- K. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.
- L. "Labor Hours" shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act 40 U.S.C. 276 (a).
- M. "LEAP Coordinator" shall mean the City of Tacoma staff member who administers LEAP.
- N. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described in this chapter.
- O. "LEAP Regulations" or "Regulations" shall mean the rules and practices established in this document.
- P. "LEAP Utilization Plan" shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.
- Q. "Priority Hire Resident" shall mean any resident within the Economically Distressed ZIP Codes.
- R. "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.
- S. "Public Work or Improvement" shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.
- T. "Resident of Tacoma" shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- U. "Service Area Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.
- V. "Service Area Water" or "Water Service Area" shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.
- W. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."
- X. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.
- Y. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.
- Z. "Tacoma Public Utilities Service Area" shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.
- AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

(Ord. 28520 Ex. A; passed Jul. 17, 2018: Ord. 28147 Ex. B; passed May 7, 2013: Ord. 28110 Ex. C; passed Dec. 4, 2012: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 1; passed Jun. 21, 2005: Ord. 26698 § 1; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 **LEAP** goals.

A. Utilization Goals.

- 1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.
- a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.
- 2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).
- 3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.
- 4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

- B. Failure to Meet Utilization Goal.
- 1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

- 1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.
- a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.
- b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.
- 2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.
- 3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.
- E. Utilization Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018: Ord. 28147 Ex. B; passed May 7, 2013: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 2; passed Jun. 21, 2005: Ord. 26992 § 1; passed Oct. 15, 2002: Ord. 26698 § 2; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

- B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.
- C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.
- D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders <u>do not</u> have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- *Provide information to the LEAP Office (see LEAP contact information below).* Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- *LEAP Employee Verification*. Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- All certified payrolls. Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces varying workforce utilization requirements on City projects based on certain monetary thresholds and project locations.

Local Employment Utilization Requirement - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

Apprenticeship Utilization Requirement – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

*Exceptions: If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is subject to the:

- 1. 15% Local Employment Utilization Requirement
- 2. 15% Apprentice Utilization Requirement

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office 747 Market Street, Room 900 Tacoma, WA 98402 (253) 591-5590 or leap@cityoftacoma.org www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Submit upon request from LEAP Office

Contractor/Sub:	Specification Number:		
Project Description:			
Employee Name:	Craft:		
	c Isl. □ Black □ Hispanic □ Native American □ White □ Other		
Gender (<i>optional</i>): □ MALE □ FE	EMALE		
Complete Physical Address (No PO Box	es):		
City: State: Zip:_	Telephone: Date of Hire:		
Apprenticeship County: A	pprentice Registration I.D. (if applicable):		
Age: Copy of DD-214:			
*******Please fill out entire form for tracking	g LEAP performance******		
LEAP qualified employee categories: (check all	that apply <u>and</u> provide evidence for each check)		
a. Resident (journey level or certified ap	oprentice) within the geographic boundaries of the City of Tacoma		
b. Resident (journey level or certified ap Utilities Service Area	pprentice) within Economically Distressed ZIP Codes of the Tacoma Public		
c. WA State Approved Apprentice living \$1,000,000)	in the Tacoma Public Utilities Service Area (Only valid for projects over		
d. WA State Approved Apprentice *(Onl County)	y valid for contracts where 100% of work is performed outside of Pierce		
Signature of Employee:	Date:		
Contractor Representative:	Date:		

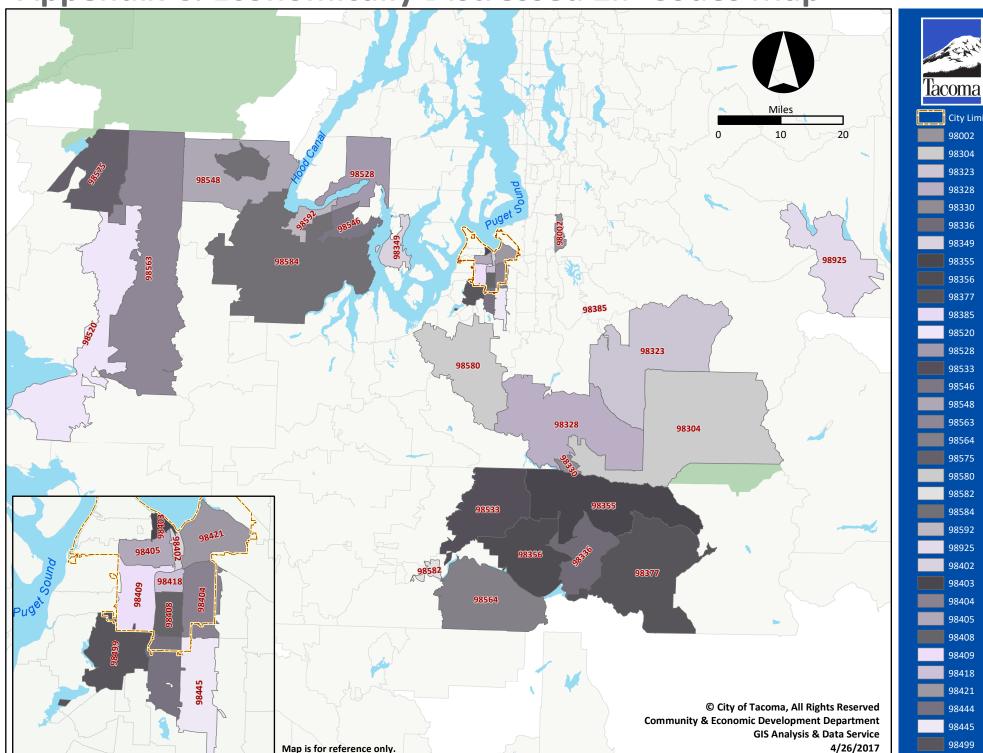
LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line. Driver's License with current address Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address Copy of current tax form W-4 Rental Agreement/Lease (residential) Computer Printout From Other Government Agencies **Property Tax Records** Apprentice Registration I.D. Food Stamp Award Letter Housing Authority Verification Insurance Policy (Residence/Auto) *Any of the above must have a complete physical address verified by the www.govme.org website. No PO Boxes Contractor Representative: Date:

Title:

Appendix C: Economically Distressed ZIP Codes Map



Created by: aabramovich

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City Limits

LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma

(Journeyman AND Apprentice)

98402	98421
98403	98422
98404 (some)	98424
98405	98444
98406	98445
98407	98465 (some)
98408	98466 (some)
98409	98467 (some)
98418	

Check addresses here:

https://tacoma.maps.arcgis.com/apps/webappviewer/index.html? id=38107f6b096a4b8280c0d9b8a05bc7eb

LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Υ		Υ	Auburn
98304	Υ		Υ	Ashford/Rainier
98323	Υ	Υ	Υ	Carbonado
98328	Υ		Υ	Eatonville
98330	Υ		Υ	Elbe
98336	Υ		Υ	Glenoma
98349	Υ	Υ		Lakebay
98355		Υ	Υ	Mineral
98356	Υ	Υ	Υ	Morton
98377	Υ	Υ	Υ	Randle
98385		Υ	Υ	South Prairie
98402	Υ	Υ		Downtown
98403	Υ	Υ		Stadium/St. Helens
98404	Υ	Υ		Eastside
98405	Υ	Υ		Hilltop/Central
98408	Y		Υ	South End
98409	Υ	Υ		South Tacoma
98418	Y		Υ	Lincoln/South End
98421	Υ	Υ	Υ	Port
98439	Y	Υ		McChord AFB
98444	Υ	Υ		Parkland
98445	Y		Υ	Midland
98499	Υ	Υ		Lakewood
98520	Y	Υ	Y	Aberdeen
98528	Υ		Υ	Belfair
98533		Υ	Υ	Cinebar
98546	Υ	Υ	Υ	Grapeview
98548	Y	Υ	Υ	Hoodsport
98563	Υ	Υ	Υ	Montesano
98564	Y	Υ	Υ	Mossyrock
98575	Υ		Υ	Quinault
98580	Υ		Υ	Roy
98582	Υ		Υ	Salkum
98584	Y		Υ	Shelton
98591	Υ		Υ	Toledo
98592		Υ	Υ	Union
98925	Υ		Υ	Easton

ONLY FOR APPRENTICE UTILIZATION REQUIREMENT Tacoma Public Utilities Infrastructure and Service Area (Apprentices)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%
		•

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodsport	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinault	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

PART V

STATE PREVAILING WAGE RATES AND INSURANCE REQUIREMENTS

PREVAILING WAGE RATES

This project requires prevailing wages under <u>39.12 RCW</u>. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link: https://secure.lni.wa.gov/wagelookup/

REQUIRED FILINGS

The contractor and all subcontractors covered under <u>39.12 RCW</u> shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

- 1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
- 2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, https://www.lni.wa.gov/ or by visiting their MY L&I account.

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

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.

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.

3.8 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).