SPECIFICATION NO.
ES23-0081F

SWM Channelization and Asphalt Repair

Project No. ENV-02015-06
CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES23-0081F

SWM Channelization and Asphalt Repair

PROJECT NO. ENV-02015-06

Jody Bratton, P.E.
Science & Engineering Division
Environmental Services Department
326 East D Street
Tacoma, Washington 98421-1801

E. Charles Schott, P.E.
(Special Provisions Section 8-20)
Parametrix
1019 37th Avenue SE, Suite 100
Puyallup, Washington 98374
SPECIFICATION NO. ES23-0081F

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NOTE: ALL BIDDERS MUST HAVE A COPY OF THE SPECIFICATIONS AND THE BID SUBMITTAL PACKAGE

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REQUEST FOR BIDS ES23-0081F
SWM Channelization and Asphalt Repair

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 23rd 2024
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. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<table>
<thead>
<tr>
<th>By Email:</th>
<th>In Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a></td>
<td>Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk</td>
</tr>
</tbody>
</table>
| Maximum file size: 35 MB. Multiple emails may be sent for each submittal | 3628 South 35th Street
| | Tacoma, WA 98409 |
| | Monday – Friday 8:00 am to 4:30 pm |

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at at 2:00 PM Tuesday April 9th, 2024 in the Cascades conference room in the administrative building at the Tacoma Recovery and Transfer Center, 3510 South Mullen Street Tacoma WA 98409. A walking tour of all work locations will follow the meeting. Interested Bidders are encouraged to attend. High visibility vests and sturdy work shoes are required.

The purpose of the pre-proposal meeting is to provide a technical project overview, review the City’s EIC and LEAP requirements, provide an opportunity for site and facility familiarization, and answer project questions.

Project Scope: This Contract shall generally consist of repainting failed/fading channelization lines, traffic arrows, text, symbols, and parking stalls at the Tacoma Recovery and Transfer Center. The work shall also include the removal and replacement of 90,882 sf of asphalt pavement and installation of gate controls and traffic loops.

Estimate: $1,700,000 to $2,100,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with Washington State law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the Additional Information section.
**Title VI Information:** “The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Stan Rowden II by email to srowden@cityoftacoma.org.

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

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

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

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

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

1. **BID PROPOSAL**: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.

2. **SIGNATURE PAGE**: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

3. **BID BOND**: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.

   Original bid bonds or cashier’s check will be delivered to:
   City of Tacoma
   Procurement and Payables
   Tacoma Public Utilities
   3628 S. 35th Street
   Tacoma, WA 98409

4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).

5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION**: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).

6. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK**: Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

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

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

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

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

POST AWARD FORMS EXECUTED UPON AWARD:

A. CONTRACT: Must be executed by the successful bidder.

B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.

E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.

F. GENERAL RELEASE.

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

LEAP Goals:
1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.

2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

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

See City of Tacoma – Local Employment and Apprenticeship Training Program section for additional information.
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 chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
   a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor’s business entity was formed.
The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident contractor’s bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   b. Have a current Washington Unified Business Identifier (UBI) number;

   c. If applicable, have:

      a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
      b. A Washington Employment Security Department number, as required in Title 50 RCW;
      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
      d. An electrical contractor license, if required by Chapter 19.28 RCW;
      e. An elevator contractor license, if required by Chapter 70.87 RCW and;

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

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

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

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

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

BID PROPOSAL AND CONTRACT FORMS
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. IO-80026703 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.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. 1-05.3(6)</td>
<td>Project Red Line Drawings</td>
<td>1</td>
<td>Lump Sum</td>
<td>$____________</td>
</tr>
<tr>
<td>2. 1-07.15(1)</td>
<td>SPCC Plan</td>
<td>1</td>
<td>Lump Sum</td>
<td>$____________</td>
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<tr>
<td>3. 1-09.7</td>
<td>Mobilization</td>
<td>1</td>
<td>Lump Sum</td>
<td>$____________</td>
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<tr>
<td>4. 1-10.5(1)</td>
<td>Project Temporary Traffic Control</td>
<td>1</td>
<td>Lump Sum</td>
<td>$____________</td>
</tr>
<tr>
<td>5. 2-03</td>
<td>Roadway Excavation, Incl. Haul</td>
<td>3,902</td>
<td>$____________</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cu. Yd.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. 2-03</td>
<td>Remove Existing Pavement,</td>
<td>10,091</td>
<td>$____________</td>
<td>$____________</td>
</tr>
<tr>
<td></td>
<td>Type II, Class A4</td>
<td>Sq. Yd.</td>
<td></td>
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<tr>
<td>7. 4-04</td>
<td>Recycled Concrete Base</td>
<td>5,251</td>
<td>$____________</td>
<td>$____________</td>
</tr>
</tbody>
</table>

Contractor's Name: ____________________________________________
Specification No. ES23-0081F
Page 1 of 4
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>8. 5-04</td>
<td>Fiber Reinforced HMA Cl. ½&quot; PG 58H-22</td>
<td>3,520 Ton</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>9. 5-04</td>
<td>Cold Plant Mix for Temporary Pavement Patch</td>
<td>15 Ton</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>10. 7-05</td>
<td>Adjust Existing Catch Basin, Furnish New Frame and Grate</td>
<td>5 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>11. 7-05</td>
<td>Adjust Existing Manhole, Furnish New Frame and Cover</td>
<td>3 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>12. 7-05</td>
<td>Adjust Existing Valve Chamber to Grade</td>
<td>1 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>13. 8-01</td>
<td>Erosion/Water Pollution Control</td>
<td>Force Account</td>
<td>Estimated</td>
<td>$10,000</td>
</tr>
<tr>
<td>14. 8-01</td>
<td>NPDES Construction Stormwater General Permit</td>
<td>1 Lump Sum</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>15. 8-01</td>
<td>ESC Lead</td>
<td>60 Days Per Day</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>16. 8-01</td>
<td>Stormwater Pollution Prevention Plan (SWPPP)</td>
<td>1 Lump Sum</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>17. 8-13</td>
<td>Poured Monument</td>
<td>1 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>18. 8-20</td>
<td>Automated Gate System Upgrades</td>
<td>1 Lump Sum</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>19. 8-22</td>
<td>Remove Line</td>
<td>15,676 Lin. Ft.</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>20. 8-22</td>
<td>Remove Crosswalk Line</td>
<td>700 Sq. Ft.</td>
<td>$_________</td>
<td>$_________</td>
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<td>21. 8-22</td>
<td>Remove Stop Line</td>
<td>18 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>22. 8-22</td>
<td>Remove Letters</td>
<td>50 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>23. 8-22</td>
<td>Remove Arrows</td>
<td>36 Each</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>ITEM NO.</td>
<td>ITEM DESCRIPTION</td>
<td>ESTIMATED QUANTITY</td>
<td>UNIT PRICE</td>
<td>TOTAL AMOUNT</td>
</tr>
<tr>
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<tr>
<td>24.</td>
<td>Remove Access Parking Space Symbol</td>
<td>2 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>25.</td>
<td>Remove Parking Stall</td>
<td>13 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>26.</td>
<td>Plastic Double Yellow Centerline (4&quot;)</td>
<td>1458 Lin. Ft.</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>27.</td>
<td>Plastic White Lane Line (4&quot;)</td>
<td>1971 Lin. Ft.</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>28.</td>
<td>Plastic White Skip Lane Line (4&quot;)</td>
<td>537 Lin. Ft.</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>29.</td>
<td>Plastic Fog Line (4&quot;)</td>
<td>8297 Lin. Ft.</td>
<td>$_________</td>
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<tr>
<td>30.</td>
<td>Plastic Yellow Lane Line (4&quot;)</td>
<td>2624 Lin. Ft.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>31.</td>
<td>Plastic Yellow Skip Lane Line (4&quot;)</td>
<td>2858 Lin. Ft.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>32.</td>
<td>Plastic Yellow Two Way Left Turn Line (4&quot; x 2&quot;)</td>
<td>1112 Lin. Ft.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>33.</td>
<td>Plastic Traffic Letters</td>
<td>50 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>34.</td>
<td>Plastic Traffic Arrow</td>
<td>36 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>35.</td>
<td>Plastic Stop Line</td>
<td>18 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>36.</td>
<td>Plastic Crosswalk Line</td>
<td>700 Sq. Ft.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>37.</td>
<td>Plastic Access Parking Space Symbol</td>
<td>2 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>38.</td>
<td>Plastic Parking Stall Line</td>
<td>13 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>39.</td>
<td>Plastic Crosshatch Lines</td>
<td>1,586 Lin. Ft.</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------------------------------</td>
<td>--------------</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| Base Bid (Subtotal Items Nos. 1 - 39)                 | $_____________
| 10.3% Sales Tax (Item No. 1 through 39)              | $_____________|
| Grand Total                                          | $_____________|

Contractor’s Name: 

Specification No. ES23-0081F

Page 4 of 4
SIGNATURE PAGE
CITY OF TACOMA
Environmental Services Department/Science and Engineering Division

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. ES23-0081F
SWM Channelization and Asphalt Repair

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

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

Non-Collusion Declaration

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

Bidder/Proposer’s Registered Name

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

Date

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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


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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
Herewith find deposit in the form of a cashier's check in the amount of $__________________ which amount is not less than 5-percent of the total bid.

SIGN HERE__________________________________

BID BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, ______________________________________________________________, as Principal, and ________________________________________________________________________, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of __________________ ____________________________ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

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

SIGNED, SEALED AND DATED THIS _______________ DAY OF __________________, 20______.

PRINCIPAL: ______________________________________________________________

SURETY: __________________________________________________________________

_________________________________________________________________________

_________________________________________________________________________

______________________________________, 20_____

Received return of deposit in the sum of $ ________________________________

_________________________________________________________________________
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date April 2, 2024, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date ____________________________ City ____________________________ State ____________________________

Check One:
Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

________________________________________________________________________

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

________________________________________________________________________

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

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

Number: _________________________
Effective Date: _________________________
Expiration Date: _________________________

Current Washington Unified Business Identifier
(UBI) Number:

Number: _________________________

Do you have industrial insurance (workers’ compensation)
Coverage nor your employees working in Washington?
☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department Number

Number: _________________________
☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _________________________
☐ Not Applicable

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

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

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

☐ Yes  ☐ No

If incorporated, in what state were you incorporated?

State: ___________ ☐ Not Incorporated

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

State: ___________

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

☐ Yes  ☐ No
EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>18%</td>
<td>2%</td>
<td>19%</td>
</tr>
</tbody>
</table>

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/EIC: ENV-02015-06
Date of Record: 3/26/2024
Project Spec#: ES23-0081F
Project Title: SWM Channelization and Asphalt Repair Project

*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.
EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.

Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

<table>
<thead>
<tr>
<th>1. Bidder Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>2. Project Title:</td>
<td>3. SPEC #:</td>
</tr>
<tr>
<td>4. Base Bid – No Sales Tax (Must match Bid Proposal amount)</td>
<td>$</td>
</tr>
<tr>
<td><strong>Column A. Certified Business Name</strong></td>
<td><strong>Column B. Business Cert. Type</strong></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>MBE</td>
</tr>
<tr>
<td><strong>Representative Name &amp; Contact # below:</strong></td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>☐</td>
</tr>
<tr>
<td></td>
<td>☐</td>
</tr>
</tbody>
</table>

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package
EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.

Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

Example of a COMPLETED EIC UTILIZATION FORM

<table>
<thead>
<tr>
<th>Column A. Certified Business Name</th>
<th>Column B. Business Cert. Type</th>
<th>Column C. Bid Item(s) Number(s) performed by the Certified Business(es)</th>
<th>Column D. Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic ABC</td>
<td>☒</td>
<td>Bid Item #4 - Pedestrian Traffic Control</td>
<td>$30,000</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below: Beth Bell – (253) 555-3333</td>
<td>☐</td>
<td>What is the Certified Firm Project Role? Subcontractor ☒ Material Supplier (20%) ☐</td>
<td></td>
</tr>
<tr>
<td>Survey 101, Inc.</td>
<td>☒</td>
<td>Bid Item #1 – Roadway Surveying</td>
<td>$9,500.00</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below: John Doe – (253) 111-2233</td>
<td>☐</td>
<td>What is the Certified Firm Project Role? Subcontractor ☒ Material Supplier (20%) ☐</td>
<td></td>
</tr>
<tr>
<td>Hello Manufacturer</td>
<td>☒</td>
<td>Bid Item #66 - Green Durable Product</td>
<td>$10,000</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below: Sam Jam – (253) 555-7899</td>
<td>☐</td>
<td>What is the Certified Firm Project Role? Subcontractor ☐ Material Supplier (20%) ☒</td>
<td>In this example, Total subcontract amount is $10,000- Only 20% of total will be applied towards *EIC Reqs</td>
</tr>
<tr>
<td></td>
<td>☐</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package
INSTRUCTIONS TO BIDDERS FOR COMPLETING THE EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

Complete Initial Information Section:

1. Enter Bidder firm name
2. Enter Project Title as it appears on the Specification
3. Enter Spec # as it appears on the Specification
4. State the Base Bid, which is the Bidder’s bid amount, plus any alternates, additives, and deductive selected by the City. Do not include sales tax.

Complete Column “A”: List all Certified Businesses with whom you will execute a subcontract if you are the successful Bidder. Provide a contact person for the Certified Business and the contact phone number.

Complete Column "B": State if the identified Certified Business is certified as an MBE, WBE, and/or SBE/DBE. Note: One Certified Business may count towards multiple requirements; check all applicable certifications

Complete Column “C”: Specify the role of each listed Certified Business by checking Subcontractor or Material Supplier. Note: Each role counts differently towards EIC Utilization Requirements.
- Subcontractor: 100% of subcontract amount counts towards the EIC Utilization Requirement
- Material Supplier: 20% of supply expenditure amount counts towards the EIC Utilization Requirement

EXAMPLE Material cost = $100,000 equates to $(100,000 X 20%) = $20,000 to be applied towards the EIC Requirements

Note: The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business’s OMWBE Profile. This ensures that the Certified Business is able to perform the work scope or role for which they have been listed.

Complete Column “D”: Enter the subcontract amount for each Certified Business listed. This amount is the price that Bidder and Certified Business have agreed upon prior to submittal.

ADDITIONAL IMPORTANT INSTRUCTIONS:
- Bidders must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form. EIC staff will contact all listed Certified Businesses to verify that they have been contacted by Bidder regarding participation and subcontract amounts prior to being listed on this form. If the listed Certified Businesses have not been contacted prior to being listed on this form, Bidders will be deemed non-responsive.
- Include the completed EIC Utilization form with bid submittal. Incomplete, incorrect, or missing forms will render a bid nonresponsive.
- If awarded the Contract from the Specification bidders must execute subcontracts or supply agreements with Certified Businesses listed on the EIC Utilization Form. Failure to enter into an agreement with the Certified Businesses listed in Column A for at least the corresponding dollar amount listed in Column D, may result in penalties authorized by the Tacoma Municipal Code (TMC) 1.07.110.
## List of Subcontractor Categories of Work

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

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

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

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Work to be Performed</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Work to be Performed</th>
</tr>
</thead>
</table>
This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

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

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

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

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

If CONTRACTOR’s receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.

III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract, inclusive of Appendices A and B.
2. List remaining Contract Documents in applicable controlling order.

IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx.

V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed: $[Dollar Amount], plus any applicable taxes.

VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.

VII. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

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

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

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

CITY OF TACOMA:
Signature: ________________________________
Name: ________________________________
Title: ________________________________

CONTRACTOR:
Signature: ________________________________
Name: ________________________________
Title: ________________________________

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

Director of Finance: ______________________________________________________________
Deputy/City Attorney (approved as to form): _________________________________________________
Approved By: ___________________________________________________________________
Approved By: ___________________________________________________________________
Approved By: ___________________________________________________________________
Approved By: ___________________________________________________________________
Approved By: ___________________________________________________________________
Approved By: ___________________________________________________________________

APPENDIX A
FEDERAL FUNDING

Supplies_PurchasedServices_PW Form No. SPEC-120A CW####### Template Revised: 02/03/2022 Page 2 of 9
1. **Termination for Breach**

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

2. **Prevailing Wages**

   1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.

   2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:

      i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.

      ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.

      iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. **COPELAND ANTI-KICKBACK ACT**

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

   A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

   B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.
The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures.
authorized in Executive Order 11246 of September 24, 1965, and such other sanctions
may be imposed and remedies invoked as provided in Executive Order 11246 of
September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as
otherwise provided by law.

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part
of the Contract work which may require or involve the employment of laborers or
mechanics shall require or permit any such laborer or mechanic in any workweek in which
he or she is employed on such work to work in excess of forty hours in such workweek
unless such laborer or mechanic receives compensation at a rate not less than one and
one-half times the basic rate of pay for all hours worked in excess of forty hours in such
workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the
clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any
subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such
CONTRACTOR and subcontractor shall be liable to the United States (in the case of work
done under contract for the District of Columbia or a territory, to such District or to such
territory), for liquidated damages. Such liquidated damages shall be computed with respect
to each individual laborer or mechanic, including watchmen and guards, employed in
violation of the clause set forth in paragraph (3)(A) of this section, in the sum of $27 for
each calendar day on which such individual was required or permitted to work in excess of
the standard workweek of forty hours without payment of the overtime wages required by
the clause set forth in paragraph (3)(A) of this section.

C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action
or upon written request of an authorized representative of the Department of Labor
withhold or cause to be withheld, from any moneys payable on account of work performed
by the CONTRACTOR or subcontractor under any such contract or any other Federal
contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

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

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

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

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

8. DEBARMENT AND SUSPENSION
   A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
   
   B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.
C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

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

B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

B. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

________________________
Signature of Contractor’s Authorized Official

________________________
Name and Title of Contractor’s Authorized Official

________________________
Date
APPENDIX B—Sub-recipient information and requirements

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

<table>
<thead>
<tr>
<th>(i) Agency Name (must match the name associated with its unique entity identifier)</th>
<th>(ii) Unique Entity Identifier (i.e., DUNS)</th>
<th>City of Tacoma Number for This Agreement</th>
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<tr>
<th>(iii) Federal Award Identification Number (FAIN)</th>
<th>(iv) Federal Award Date</th>
<th>(v) Federal Period of Performance Start and End Date</th>
<th>(vi) Federal Budget Period Start and End Date</th>
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<tr>
<th>(vii) Amount of Federal Funds Obligated to the agency by this action:</th>
<th>(viii) Total Amount of Federal Funds Obligated to the agency</th>
<th>(ix) Total Amount of the Federal Award Committed to the agency</th>
</tr>
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<tbody>
<tr>
<td>$</td>
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<tr>
<th>(x) Federal Award Project Description:</th>
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<tbody>
<tr>
<td>CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma</td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>(xi) Federal Awarding Agency:</th>
<th>Pass-Through Entity:</th>
<th>Awarding Official Name and Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT OF THE TREASURY</td>
<td>City of Tacoma</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</th>
<th>(xiii) Identification of Whether the Award is R&amp;D</th>
</tr>
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<tbody>
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<tr>
<th>(xiv) Indirect Cost Rate for the Federal Award</th>
<th>Award Payment Method (lump sum payment or reimbursement)</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>REIMBURSEMENT</td>
</tr>
</tbody>
</table>
That we, the undersigned, [Supplier name] as principal, and [Supplier name] as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of, [dollar value], plus any applicable taxes, for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

<table>
<thead>
<tr>
<th>Specification No.</th>
<th>[Enter Spec # Here]</th>
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</thead>
<tbody>
<tr>
<td>Specification Title</td>
<td>[Enter Spec Title Here]</td>
</tr>
<tr>
<td>Contract No.</td>
<td>[Enter Contract # Here]</td>
</tr>
</tbody>
</table>

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

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

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

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

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

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

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

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

By: ________________________________

Surety:

____________________________________

By: ________________________________

Agent's Name: ________________________________

Agent's Address: ________________________________
That we, the undersigned, as principal, and as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of $______________ , for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

<table>
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<th>Specification Title:</th>
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</tr>
</thead>
</table>

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: ____________________________

Surety:

By: ____________________________

Agent’s Name: ____________________

Agent’s Address: __________________

Form No. SPEC-100A 04/09/2020
GENERAL RELEASE TO THE CITY OF TACOMA

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

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

__________________________________________
Contractor

By __________________________

Title __________________________
PART II

SPECIAL PROVISIONS
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INTRODUCTION
(******)

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-proposal meeting will be held at at 2:00 PM Tuesday April 9th, 2024 in the Cascades conference room in the administrative building at the Tacoma Recovery and Transfer Center, 3510 South Mullen Street Tacoma WA 98409. A walking tour of all work locations will follow the meeting. High visibility vests and sturdy work shoes are required.

DESCRIPTION OF WORK
(******)

This Contract shall generally consist of repainting failed/fading channelization lines, traffic arrows, text, symbols, parking stalls, and security gate upgrades at the City of Tacoma Solid Waste Recovery and Transfer Center located at 3510 South Mullen Street, Tacoma WA. The work shall also include the removal and replacement of 90,822 sf of existing asphalt pavement and automated gate system upgrades.

This Contract is all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

END OF SECTION
1-01 DEFINITIONS AND TERMS

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

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

**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**
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 to the acronym UDBE” shall be revised to read “DBE/EIC”.

3
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 Section 1-07.2.

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

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

**Day**
Unless otherwise specified, a calendar day.

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

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

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

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

Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, or to be allowed as an approved automated gate installer per section 8-20.3 shall request the explanation, interpretation or required information in 8-20.3 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
**1-02.7 Bid Deposit**

(******)

Delete this section and replace it with the following:

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

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

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

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th St
Tacoma, WA 98409

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

**1-02.9 Delivery of Proposal**

(April 1, 2018 Tacoma GSP)

Delete this section and replace it with the following:

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

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

**1-02.10 WITHDRAWING, REVISING, OR SUPPLEMENTING PROPOSAL**

(March 1, 2021 Tacoma GSP)

Delete this section and replace it with the following:
After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:

1. The Bidder submits a written request signed by an authorized person and emails it to 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. More than one proposal is submitted for the same project from a Bidder
under the same or different names.

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

1-02.14 Disqualification of Bidders
(October 18, 2013 Tacoma GSP)
Delete this section and replace it with the following:

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

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

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

END OF SECTION
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
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.

1-03.2 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., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

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
1-04 SCOPE OF THE WORK

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

Revise the second paragraph to read:

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

1. Addenda,
2. Proposal Form,
3. Special Provisions,
4. Contract Plans,
5. Amendments to the Standard Specifications,
6. Standard Specifications,
7. Contracting Agency’s Standard Plans or Details (if any), and
8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

1-04.4 Changes
(******)

Revise the fifth paragraph to read:

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

1-04.6 Variation in Estimated Quantities
(May 25, 2006 APWA GSP)

This section is supplemented with the following:

The quantities for the contract have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

1-04.12 Site Environmental Conditions and Controls (New Section)
(******)

This section is supplemented with the following:

The project site is located at the Solid Waste Management’s Recovery and Transfer Center (RTC). The RTC currently operates as a transfer center for off-site disposal of municipal solid waste, organic materials, recycling, and other waste products. The site was previously a sanitary landfill. In 1983, the landfill was placed on the National Priority List by the U.S. Environmental Protection Agency due to soil and groundwater contamination.
contamination. The facility currently operates the RTC under a permit issued by the
Tacoma Pierce County Health Department. The final remedy is complete, and the
landfill closed in November 2013. Environmental controls including landfill cap, gas
condensate collection system, central area leachate collection system and landfill gas
collection were required and continue to be in service as part of the final remedy to
continue to protect human health and the environment.

The Contractor shall use every means possible to protect and prevent damage to any of
the existing landfill cap geomembrane layers during construction. The edge of the
geomembrane cap is shown on the Plans. The top geomembrane layer is covered with
approximately 2-feet of granular type material. The Contractor is responsible for using
equipment that will not damage the cap geomembrane layers. The Contractor shall be
liable for all damage to the geomembrane layers caused during construction or related to
the construction activities.

The Contractor shall use additional precaution during grubbing or tilling of existing
roadway section. All costs for construction of additional protection shall be included in
the contract lump sum price for “mobilization”.

Haul trucks shall not travel on the landfill cap except on completed haul roads. Any
rutting or ponding areas on the landfill cap resulting from the Contractor’s activities shall
be repaired at no additional cost to the City.

The Contractor shall notify the Engineer immediately if a landfill cap geomembrane is
found or damaged in the course of the work. The Contractor shall complete repairs to
the geomembrane as directed by the City. An equitable adjustment in the contract sum
will be negotiated if repairs are required to the landfill cap.

END OF SECTION
1-05  CONTROL OF WORK

1-05.3 Plans and Working Drawings
(January 6, 2015 Tacoma GSP)
This section is deleted in its entirety and replaced with the following:

1-05.3 Submittals

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

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

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

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

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

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

1-05.3(1) Submittal Schedule

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

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

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

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

Contractor submittals shall be in accordance with the following:

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

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

Each submittal shall indicate the following:

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

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

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

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

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

**1-05.3(3) Engineer’s Review of Submittals**

The Engineer’s review of drawings and data submitted by the Contractor will cover only general conformity with the Contract drawings and specifications. The Engineer’s review of submittals shall not relieve the Contractor from responsibility for errors, omissions, deviations, or responsibility for compliance with the Contract documents.
Review of a separate item does not constitute review of an assembly in which the item functions.

When the submittal or resubmittal is marked “REVIEWED” no further correspondence is required. When the submittal is marked “REVIEWED WITH COMMENTS” the Contractor shall comply with any comments on the return submittal.

1-05.3(4) Resubmittals

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

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. e-Builder® will assign the resubmittal number of the original submittal followed by a revision number (1, 2, etc.) to indicate the sequence of the resubmittal.

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

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

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

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### 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.

**A. Project Red Line Drawings:**

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.
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
   - “PROJECT RED LINE DRAWINGS”
   - Name of Engineer
   - Name of Contractor

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

1-05.3(8) Clarifications

Clarifications of the Contract intent shall be submitted via a Request for Information (RFI) using e-BUILDER® as described in Section 1-05.19 of the Special Provisions. The Contractor shall provide a clear and concise clarification question, specific project document reference such as plan detail number or specification number, proposed solution to the clarification question, and provide any supporting documentation necessary to understand the clarification question.
Request for Information responses provided by the Contracting Agency shall be incorporated into the Project Red-Line Drawings, if resulting in a change to the Contract Plans.

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

1-05.4 Conformity With and Deviations from Plans and Stakes
Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys

Supplement this section with the following:
1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility Surveys
(July 23, 2015 APWA GSP, Option 1)

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

1. Centerline finish grade stakes for pavement sections wider than 25 feet

1-05.7 Removal of Defective and Unauthorized Work

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.

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.

1-05.12(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. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer’s office. Electronic copies such as e-mails or
electronically delivered copies of correspondence will not constitute such notice and will
not comply with the requirements of the Contract.

Add the following new section:

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

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

Add the following new section:

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

1-05.19(1) Summary

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

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

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

1-05.19(2) Training & Support

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

1-05.19(3) Authorized Users

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

1. The City will provide the Contractor with up to four licensed user accounts for the
duration of the project. The sharing of user accounts is prohibited.
2. Additional licensed user accounts may be purchased from e-Builder®.
3. Authorized users will be contacted via e-mail with a temporary user password.
The user shall update the required information at their first log-in and be
responsible for proper password protection.
4. Only entities with a direct Contract with the Contracting Agency will be allowed to be an authorized user.

1-05.19(4) Communications

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

1. Document Integrity and Revisions: Documents, comments, drawings and other data posted to the system remain a permanent component of the project. The originator, time and date are recorded for each document submitted to the system. Submitting a new document or record with a unique ID, originator, and time stamp is the method used to make modifications or corrections.

2. Document Security: The system provides a method for communication of documents. Documents allow security group assignment to respect the contractual parties’ communication with the exception that the Contracting Agency Administrative Users have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**

3. Notifications and Distribution: Document distribution to project members may be accomplished both within the e-Builder® system and via email depending on user settings. Project document distribution to parties outside of the project communication system may be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

4. Except for paper documents which require original signatures and large format documents (greater than 11 x 17 inches), all other documents shall be submitted by transmission in electronic form to the e-Builder® web site by licensed users.
   a. Large format documents may be transmitted by hardcopy and electronically via e-Builder® as otherwise agreed, or as otherwise noted in the specifications.
   b. Electronic processes and document types that shall be managed via e-Builder® include, but are not limited to:
      i. Request for Information (RFI)
      ii. Change Order (CO)
      iii. Submittals
      iv. Transmittals, including record of documents and materials delivered in hard copy
      v. Meeting Minutes
      vi. Application for Payments
      vii. Review Comments
      viii. Inspector’s Daily Field Reports (IDR)
      ix. Construction Photographs
      x. Drawings
      xi. Supplemental Sketches
      xii. Schedules
      xiii. Specifications
      xiv. Inspection Reports
      xv. Survey Requests
      xvi. TV Inspection Requests
1-05.19(5) Record Keeping

1. The Contracting Agency, their representatives, and the Contractor shall respond to electronic documents received from e-BUILDER® and consider them as if received in paper document form.

2. The Contracting Agency, their representatives, and the Contractor reserve the right to reply or respond through e-BUILDER® to documents actually received in paper document form.

3. The following are examples of paper documents which may require an original signature:
   a. Contract
   b. Change Orders
   c. Application & Certificates for Payment
   d. Force Account and Protested Force Account forms

1-05.19(6) Minimum Equipment Requirements

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

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

END OF SECTION
1-06   CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior To Use
(September 15, 2010 Tacoma GSP)
The first sentence is revised to read:

All materials and equipment shall be submitted for review in accordance with section 1-05.3 of these SPECIAL PROVISIONS.

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

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

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

1-06.1(1) Qualified Products List (QPL)
This section is revised in its entirety to read:

QPL’s are not accepted by the City.

1-06.1(2) Request for Approval of Material (RAM)
This section is deleted in its entirety.

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.

1-07.9 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.

**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 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 it is included in the Proposal:

“SPCC Plan,” lump sum.

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

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

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

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

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

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

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property
(January 13, 2011 Tacoma GSP)
This section is supplemented with the following:

Stockpiling in City of Tacoma right-of-way, City of Tacoma property 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.

1-07.17 Utilities and Similar Facilities
(******)
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; relocations@lumen.com
• Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545;
  chrisjanoski@terratechllc.net
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.

Utilities:

1. Information and data on the underground and above ground utilities shown or indicated in the Drawings are based on the available property information.

2. The City will not be responsible for the accuracy or completeness of any such information or data relating to utilities or facilities and the Contractor is required to verify all utilities and utility locations prior to work. This Work is located in private property. The Contractor will need to perform the utility locates for conductible and non-conductible using a private utility locate company, as needed and required, to perform the work.

3. The cost of all of the following will be included in the Contract price and the Contractor shall have full responsibility for:
   a. Reviewing and checking all information and data regarding existing conditions.
   b. Locating all existing utilities and facilities.
   c. Coordination of the Work with the owners of existing utilities and facilities during construction.
d. The safety and protection of all existing utilities and facilities are repairing any damages resulting from the work.

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.

Supplement this section with the following:

A copy of the City of Tacoma Insurance requirements is included in Part VI

1-07.23 Public Convenience and Safety

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

1-07.23(1) Construction under Traffic
(******)
This section is supplemented with the following:

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

The Solid Waste facility operates at high traffic volume including large utility garbage trucks or tractor trailers fully loaded with material and the facility utilizes three vehicle scales and two scale houses during the operating hours of 8:00 am and 5:30 pm, 7 days a week. No work shall prohibit the ingress or egress between 8:00 am and 5:30 pm. All work shall occur between 6:00 pm and 6:00 am, unless otherwise noted below. Access to the Recovery and Transfer Station facility buildings shall be available to the overnight security guard and emergency vehicles at all times. The Solid Waste Fleet Shop #4 operates on a swing shift until 10:00 pm. The staff working in this facility will use an alternative ingress and egress during specified construction hours.

Roadway construction activities shall begin in the customer entrance and exit routes.
Zone A roadway construction activities shall be completed in phases as approved by the Contractor’s submitted phased construction plan during the hours of 6:00 pm and 6:00 am. Maintain customer and employee vehicular access in and out of the Solid Waste facility during operating hours of 8:00 am and 5:30 pm, 7 days a week. Traffic shall not be directed into work zone until first lift of asphalt has been placed.

Zone B roadway construction activities shall be completed in phases as approved by the Contractor’s submitted phased construction plan during the hours of 6:00 pm and 6:00 am. Maintain customer and employee vehicular access to the Solid Waste facility during operating hours of 8:00 am and 5:30 pm, 7 days a week. Traffic shall not be directed into work zone until first lift of asphalt has been placed. Traffic may be shifted via traffic control and temporary channelization. Contractor shall monitor and maintain traffic control and temporary channelization when not on the site working.

Zone C roadway construction activities shall be completed in phases as approved by the Contractor’s submitted phased construction plan between the hours of 6:00 pm Friday and 6:00 am Monday. Traffic shall not be directed into work zone until first lift of asphalt has been placed. Contractor shall monitor and maintain traffic control and temporary channelization when not on the site working.

Construction activities for the channelization/striping as outlined in the project plans will be completed during the hours of 6:00 pm and 6:00 am unless otherwise approved by the City.

To minimize the disruption of access to adjacent properties, and the Recovery and Transfer Station, 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 unless otherwise approved in writing by the City.

A safe pedestrian access shall be provided at all times through the project area. All lane closures shall be coordinated with the Solid Waste Operations.

Emergency traffic, such as police, fire, and disaster units, shall be provided access at all times.

If road 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 roads within the facility 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 roads, the Contractor shall, at a minimum, remove daily any deposits or debris which may accumulate on the roadway surface. Should daily removal be insufficient to keep the roads 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 roads 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 roads.
Should the Contractor fail or refuse to clean the roads, trucks, or equipment as directed, the Engineer may suspend work until compliance is reached. Alternatively, the Engineer may coordinate cleaning by others and such costs incurred by the City in achieving compliance with these contract requirements shall be deducted from monthly Contractor payments. The Contractor shall have no claim for delay or additional costs should the Engineer choose to suspend the Contractor’s work or order the work performed by others until compliance is achieved.

1-07.23(2) Construction and Maintenance of Detour
(April 1, 2018 Tacoma GSP)
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 Contract Documents, the Contractor shall submit plans for detours in accordance with the “Manual on Uniform Traffic Control Devices (MUTCD)”. In addition, where the Contractor believes an alternate plan will safely and adequately maintain vehicular and pedestrian traffic, the Contractor may submit alternate plans to those for traffic control and detours required by MUTCD or contract documents. Such alternate plans must comply with the MUTCD and shall be in writing and submitted to the Engineer at least fifteen (15) days in advance of their intended use. The acceptance of any alternate plan shall be entirely at the discretion of the Engineer and the Contractor shall have no claim by reason of a plan being rejected or modified, nor shall there be any additional payment by reason of using a substitute plan.

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

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

- Tacoma Fire Dept. (253-591-5775)
- Tacoma Police Dept. (253-591-5932)
- LESA Communications Center (253-798-4721 - Opt.#2)
- Tacoma Public Works Streets and Grounds (253-591-5495)

1-07.24 Rights of Way
(******)

Delete this section and replace it with the following:

Site use limits are indicated in the Plans. The Contractor’s construction activities shall be confined within these limits, unless arrangements for use of the facility property are made.

A Contractor staging site has been provided as shown on the plans for the Contractor’s use during execution of the work. The Contractor shall be responsible for providing,
without expense or liability to the Contracting Agency, any additional land and access
there to 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
(******)

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 6:00 p.m. and 6:00 a.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 outside the noted work hours above 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 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 6:00 p.m. and 6:00 a.m. during weekdays and between the hours of 6:00 p.m. and 6:00 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 or as stipulated in the Contract Documents. 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 these Contract Documents, 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(5) Restrictions on Subcontracting (August 8, 2023 Tacoma GSP)

This section is deleted.

1-08.1(7)A Payment Certification (August 8, 2023 Tacoma GSP)

This section is deleted.

Replace 1-08.1(8) in its entirety with the following:
1-08.1(8) Subcontracting – Equity in Contracting (August 8, 2023 Tacoma GSP)

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

1-08.4 Prosecution of Work
Delete this section and replace it with the following:
1-08.4 Notice to Proceed and Prosecution of Work
(July 23, 2015 APWA GSP)

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

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

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

Revise the third and fourth paragraphs to read:

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

Revise the sixth paragraph to read:

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

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

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

This project shall be physically completed within 60 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:

1. 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.

Liquidated Damages Formula

LD=0.15C/T

Where:

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

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

Contractor shall furnish a written schedule for completing the physical Work on the Contract.

END OF SECTION
1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account
(October 10, 2008 APWA GSP)
Supplement this Section with the following:

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

(January 13, 2011 Tacoma GSP)
Item #3 of this Section is supplemented with the following:

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

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

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

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

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

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

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

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

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

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

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

This section is supplemented with the following:
January 6, 2015 Tacoma GSP

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

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

1-09.9(1) Retainage
May 10, 2006 Tacoma GSP
The fourth paragraph is supplemented with the following:

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

1-09.13(3)A Arbitration General
(******)
Revised the third paragraph to read:

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

END OF SECTION
1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description

(*{*}*{*)

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

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

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

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

This section is supplemented with the following:

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(1) General

(*{*}*{*)

This section shall be modified to read:

The Contractor shall prepare a traffic control plan for each zone of work as outlined in
the Contract documents to show a method of handling vehicles, bicycle, and pedestrian
traffic. The Contractor shall show all construction signs, flaggers, and other traffic
control devices on the prepared traffic control plan except for emergency situations.
While doing the work, the Contractor may be required to add additional traffic control to
accommodate deficiencies in signage, flaggers, and other traffic control devices. Should
the Contractor be required to add flaggers beyond what is shown on the reviewed traffic
control plan this will constitute a modification requiring acceptance by the Engineer.
Contractor shall submit the traffic control plan two (2) weeks in advance of starting work
on any phase of work for Engineer review and it shall include working days. The review
shall be in accordance with the submittal requirements outlined in 1-05.3(5).

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

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

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
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 2 week prior to start of
construction at the main entrance gate to the Recovery and Transfer Center site. Signs
shall be solar charged and programmable. The Portable Changeable Message Sign
shall read: Night work re-paving and re-striping at the facility starting XX through XX.
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
This section is supplemented with the following:

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

END OF SECTION
1-11 ENVIRONMENTAL AND SUSTAINABILITY MANAGEMENT SYSTEM

1-11.1 General
The City of Tacoma Solid Waste Management Division (SWM) operates an ISO 14001 Environmental and Sustainability Management System (ESMS). An ESMS is a process with procedures that will allow SWM to operate legally, safety, and efficiently while reducing the environmental impacts of our activities. All contractors and vendors are required to comply with the ESMS and Environmental Policy. As part of the ESMS SWM has identified the following Significant Environment Aspects:

- Potential Spills
- Fire Hazards
- Air Emissions
- Resource Consumption

Contractors and vendors must ensure that their activities do not negatively affect the Significant Environmental Aspects.

All contractors and vendors are required to adhere to the following safety rules and requirements:

1-11.2 General Safety Rules

- Restricted Access – Contractors and vendors shall stay within the designated areas.
- Smoking – Smoking is prohibited in building and within 25 feet of windows and doors.
- Eye and Hearing Protection – Eye and hearing protection is require in designated areas.
- Accidents, near misses, and first aid – Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to City employees.
- Drugs and Alcohol – Alcoholic beverages and illicit drugs are prohibited on City property.
- Guns – Contractors are prohibited from carrying guns on City property.
- Emergency Procedures – Follow directions announce by City staff. To report a fire or emergency, contact any SWM employee.
- Vehicle Safety – Be aware and cautious of vehicle and pedestrian traffic.

1-11.3 Contractor Requirements
Contractors are expected to understand and comply with all general federal, state, and local safety regulations and specific work practices applicable to the immediate project. These include, but are not limited to:

- Storage, handling and use of flammable liquids and hazardous materials.
- Periodic safety inspections and housekeeping.
- Use of all protection, if applicable.
- Following electrical safety practices and lock out/tag out procedures.
- Proper use of PPE.
- Proper maintenance and use of ladders and other equipment, if applicable.
• Contractors are responsible for removing and proper disposal of any hazardous materials or hazardous wastes utilized or generated while onsite at SWM.

• Contractors must notify the PM immediately of any leaks or spills.

• Requirements outlined in the signed contract or agreement to perform the contracted work.

Agreements acknowledging you have read and understood this information must be signed prior to starting work. It is the responsibility of the contracting company to ensure anyone working for or on their behalf adhere to these requirements.

1-11.4 Submittals
Contractor shall complete and return to the Owner before project work begins, the ESMS form “Contractor and Vendor Environmental and Sustainability Management System Information Sheet” shown in Appendix D.

The Owner’s ESMS on-site representative will provide a 30-minute on-site training for Contractor’s on-site personnel before project work begins. If applicable meeting can be scheduled after pre-construction meeting.

Notifications to the responsible ESMS on-site representative of planned activities and submission of any required on-site ESMS forms as may be required.

END OF SECTION
2-03  ROADWAY EXCAVATION AND EMBANKMENT
(August 14, 2019 Tacoma GSP)

2-03.1 Description
The last sentence of the first paragraph is deleted.

2-03.3(5) Slope Treatment
This section is deleted.

2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters
This section is deleted.

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

2-07.3 Construction Requirements
The last sentence of the first paragraph is revised to read:
The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.

Section 2-07.3 is supplemented with the following:

2-07.3(1) Water Supplied from Hydrants

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.

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.

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

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.

END OF SECTION
2-14  PAVEMENT REMOVAL
(March 17, 2003 Tacoma GSP)

2-14.1 Description

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

2-14.2 Pavement Classification

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

Type I  Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III.

Type II  Pavement removal required for the placing of utilities at greater and varying depths, such as sewers.

Type III  Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.

Class 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.

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.

Class A8  Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches.

Class C6  Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer.

Class C12  Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.

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

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

2-14.3 Construction Requirements

All final meet lines shall be sawcut.

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

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

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

2-14.4 Measurement

Pavement removal will be measured per square yard.

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

2-14.5 Payment

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

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

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

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

3-04.1 Description
The first and third paragraphs are deleted.
The fourth paragraph is revised to read:
Nonstatistical evaluation will be used for the acceptance of aggregate materials.

3-04.3(1) General
The first sentence is revised to read:
For the purpose of acceptance sampling and testing, all test results obtained for a material type will be evaluated collectively.

3-04.3(4) Testing Results
This section is replaced with the following:
The results of all acceptance testing will be provided by the City’s Project Engineer within 3 working day of testing.

3-04.3(6) Statistical Evaluation
This section is deleted:

END OF SECTION
4-04 BALLAST AND CRUSHED SURFACING
(*****)

4-04.1 Description
This section is supplemented with the following:

Contractors to use recycled material in place of crushed stone according to these special provisions.

4-04.2 Materials
This section is supplemented with the following:

Recycled material shall be according to Section 9-03.21. Recycled Concrete Aggregate is specified for use as a crushed surfacing material under HMA pavement.

4-04.3 Construction Requirements
This section is supplemented with the following:

The Contractor shall use Recycled Concrete Aggregate instead of Crushed Surfacing as shown per the Plans, and according to Sections 9-03.21 and 9-03.9(3), and the table in Section 9-03.21(1)E.

4-04.4 Measurement
This section is supplemented with the following:

“Recycled Concrete Aggregate” shall be measured by the ton incorporated into the project.

4-04.5 Payment
This section is supplemented with the following:

All costs for labor, equipment, and materials required to furnish, haul, place, and compact a material shall be included in the unit Contract price for that same material.

“Recycled Concrete Aggregate” per ton.

The unit Contract price for “Recycled Concrete Aggregate”, per ton shall be full pay for all labor, equipment and materials to furnish, haul, and compact the Recycled Concrete Aggregate material in place.

END OF SECTION
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.

5-04.2 Materials

5-04.2(1) How to Get an HMA Mix Design on the QPL
(April 1, 2018 Tacoma GSP)
For Subsection 5-04.2(1) the term “Contracting Agency” is revised to read “WSDOT”.

5-04.2(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 separate.

Aramid fibers shall meet the following requirements:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Length</td>
<td>3/4” (19 mm)</td>
</tr>
<tr>
<td>Form</td>
<td>Monofilament</td>
</tr>
<tr>
<td>Acid/Alkali Resistance</td>
<td>Inert</td>
</tr>
<tr>
<td>Tensile Strength</td>
<td>400,000 psi</td>
</tr>
<tr>
<td>Specific Gravity</td>
<td>1.44</td>
</tr>
<tr>
<td>Operating Temperatures</td>
<td>-300° F to 800° F (-73° C to 427° C)</td>
</tr>
</tbody>
</table>

Polyolefin fibers shall meet the following requirements:
Length: 3/4” (19 mm)
Form: Fillibrated
Acid/Alkali Resistance: Inert
Specific Gravity: 0.91

5-04.2(2) Mix Design – Obtaining Project Approval
(April 1, 2018 Tacoma GSP)
This section is revised to read:

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

No paving shall begin prior to the HMA mix design acceptance by the Engineer for the Job Mix Formula (JMF) that will be used for the same paving. The Contracting Agency will evaluate HMA mix design submittals according to Visual Evaluation per Table 1. The mix design will be the initial JMF for the class of HMA. The Contractor may request 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).

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 anti-stripping 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.

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.**

**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)
This second paragraph is supplemented with the following:

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

5-04.3(3)C Pavers
(April 1, 2018 Tacoma GSP)
The second paragraph is deleted.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

NONE
5-04.3(4)C Pavement Repair  
(April 1, 2018 Tacoma GSP)  
This section is revised to read:

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


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  
(August 1, 2020 Tacoma GSP)  
The first paragraph is revised to read:

The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid asphalt binder prior to shipment to the asphalt mixing plant, when the mix design includes these additives. The Contractor shall submit the anti-stripping additive amount and the manufacturer’s certification, together with the HMA mix design submittal in accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive submittal is accepted by the Engineer.
**5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**  
(*August 1, 2020 Tacoma GSP*)

*This section is revised to read:*

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

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

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

*The first paragraph is revised to read:*

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

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

*The first paragraph is revised to read:*

At the start of paving, if requested by the Contractor, a compaction test section shall be constructed as directed by the Engineer to determine the compactivity of the mix design. Compactivity 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 compactivity, 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 compactive. See also Section 5-04.3(10)C2.

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

*The second paragraph is revised to read:*

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

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

The title of this section is revised to read:

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

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

The title of this section is revised to read:

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

This section is revised to read:

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

i. If test results are found to be within specification requirements, additional testing will be at the engineer’s discretion.

ii. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.

iii. For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor’s request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

iv. If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, 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
(August 1, 2020 Tacoma GSP)

This section is revised to read:

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

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

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

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

5-04.3(10)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
(******)

The first paragraph is revised to read:

Fiber Reinforced HMA Cl. 1/2” PG 58H-22, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other component of the mixture; and the measurement shall include asphalt wedge curbs and thickened edges in accordance with the Plans or as directed by the Engineer. If the Contractor elects to remove and replace mix as allowed in Section 5-04.3(11), the material removed will not be measured.

The second paragraph is revised to read:

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

This section is supplemented with the following:

HMA for Approach Cl. __ PG 58H-22 shall be measured per square yard of finished driveway and approach.

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

5-04.5 Payment
(******)

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

The following pay items for HMA are revised to read:
“Fiber Reinforced HMA Cl. 1/2" PG 58H-22”, per ton.

The unit Contract price per ton for “Fiber Reinforced HMA Cl. 1/2" PG 58H-22” and “HMA for ___ Cl. ___ PG ___” shall be full payment for all costs incurred to carry out the requirements of Section 5-04, including coring and testing, and shall include anti-stripping additive, asphalt wedge curbs, thickened edges, curb drains, and connection to existing drains in accordance with the Contract. Any costs that are already included in other Bid items in the Proposal shall not be included in the unit Contract prices per ton for these HMA Bid items.

This section is supplemented with the following:

“Fiber Reinforced HMA Cl. ___ PG ___”, per ton.

The unit Contract price per ton for “Fiber Reinforced HMA Cl. ___ PG ___” shall be full payment for all costs incurred to carry out the requirements of Section 5-04, including coring and testing, and shall include fiber reinforcement anti-stripping additive, asphalt wedge curbs, thickened edges, curb drains, and connection to existing drains in accordance with the Contract. Any costs that are already included in other Bid items in the Proposal shall not be included in the unit Contract prices per ton for these HMA Bid items.

“Cold Plant Mix for Temporary Pavement Patch”, per ton.

The unit Contract price for “Cold Plant Mix for Temporary Pavement Patch” shall be full pay for all labor, equipment, and materials required to furnish and install; maintain; and remove and dispose of the temporary patch.

Temporary pavement patches placed between October 1st and March 31st shall be HMA Cl. ½" PG 58H-22.

END OF SECTION
MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS

(******)

7-05.1 Description
This section is supplemented with the following:

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

7-05.3(1) Adjusting Manholes and Catch Basins to Grade
This section is revised to read:

7-05.3(1) Adjusting Utility Structures to Grade

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

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

7-05.5 Payment

"Adjust Existing Catch Basin, Furnish New Frame and Grate", per each

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.

"Adjust Existing Manhole, Furnish New Frame and Cover", per each

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

“Adjust Existing Valve Chamber to Grade”, per each

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

END OF SECTION
8-01  EROSION CONTROL AND WATER POLLUTION CONTROL
(******)

8-01.1 Description
This section is supplemented with the following:

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

The City of Tacoma has been issued a Washington State Department of Ecology NPDES Construction Stormwater General Permit for this project. This Work also consists of administration and compliance with the requirements of this permit for this project. A copy of this permit is included in Appendix B of these Special Provisions.

The City of Tacoma has applied for a Site Development Permit associated with this project. The permit requires we submit a Stormwater Site Plan (SSP) and Stormwater Pollution Prevention Plan (SWPPP). The application and associated Best Management Practices (BMPs) required for the project are included in Appendix E. The Contractor is required to implement the SWPPP and BMPs shown on these documents.

8-01.3(1) General

This section is supplemented with the following:

The Contractor shall perform all work in compliance with the NPDES Construction Stormwater General Permit issued for this project.

The permit shall be transferred to the Contractor prior to issuance of a Notice to Proceed and terminated upon completion of the project per the following:

1. The City will provide the Contractor with a Transfer of Coverage form prior to issuing a Notice to Proceed.
2. The Contractor shall sign and return the Transfer of Coverage form to the City.
3. The City will process the transfer and pay any associated transfer fees to the Washington State Department of Ecology.
4. Once the transfer is complete and a Notice to Proceed has been issued, the Contractor is responsible for performing all work in compliance with the permit and the plans and specifications.
5. The Contractor shall pay any renewal fees if the need for permit renewal is caused by contractor, otherwise the City will pay all renewal fees.
6. Upon Physical Completion of the Work the Contractor shall submit a Notice of Termination to the Washington State Department of Ecology and provide the City documentation that the termination is effective.

8-01.3(1)A Submittals
This section is revised to read:

Option A.

The Contractor shall adopt or if required to be modified for Contractor’s means and methods the City issued Project Plans and Stormwater Pollution Prevention Plan
(SWPPP) Report included in Appendix E. Any modifications to this plan will require review by the Project Engineer prior to implementation. The Contractor shall include an implementation schedule for the City issued Project Plans and SWPPP and incorporate this implementation schedule into the Contractor’s progress report and project schedule. Any modification of the SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and 1-08.3

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

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

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

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

This section is revised to read:

The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan (SWPPP) Report and the City issued Project Plans. 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 City issued Project Plans. Implementation shall include, but is not limited to the following:

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the City issued Project Plans. Damaged or inadequate BMPs shall be corrected as needed to assure continued performance of their intended function in accordance with BMP specifications and Permit requirements.
2. Performing monitoring as required by the NPDES Construction Stormwater General Permit.
3. Inspecting all on-site erosion and sediment control BMPs at least once every calendar week and within 24 hours of any discharge from the site. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
   a. When, where, and how BMPs were installed, maintained, modified, and removed.
   b. Observations of BMP effectiveness and proper placement.
   c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
   d. Approximate amount of precipitation since last inspection and when last inspection was performed.

4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
   a. SWPPP Inspection Reports or Forms.
   b. SWPPP narrative.
   c. National Pollutant Discharge Elimination System Construction Stormwater General Permit (Notice of Intent).
   d. All documentation and correspondence related to the NPDES Construction Stormwater General Permit.
   e. Other applicable permits.

Upon request, the file shall be provided to the Engineer for review.

8-01.3(8) Street Cleaning

The third 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:

Inlet protection will be installed by City staff prior to the start of construction. Contractor shall monitor and maintain inlet protection during construction activities.

8-01.4 Measurement

The third paragraph is revised to read:

This section is supplemented with the following:
No specific unit of measurement shall apply to the lump sum item “Stormwater Pollution Prevention Plan (SWPPP)”.  

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

8-01.5 Payment

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

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

This section is supplemented with the following:

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

“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, the implementation or any modification to, as approved, the Stormwater Pollution Prevention Plan.

“NPDES Construction Stormwater General Permit”, per lump sum. The lump sum contract price for “NPDES Construction Stormwater General Permit” shall be full pay for all costs, including but not limited to, transfer of coverage, sampling, monitoring, reporting, coordinating, inspecting, materials and labor, and all fees and any other expenses necessary to fully comply with the requirements of the Permit up to and including termination of the Permit and completion of the Work. The lump sum price shall also include all costs necessary to supply the City of Tacoma with all information as necessary to ensure compliance with the permit.

“Monitor and Maintain Inlet Protection”, incidental to “Stormwater Pollution Prevention Plan (SWPPP)”

“Street Cleaning”, incidental to “Stormwater Pollution Prevention Plan (SWPPP)”

8-01.5(2) Item Bids

This section is supplemented with the following:

“Erosion/Water Pollution Control”, per force account
“ESC Lead”, per Day

“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, implementing, preparing, submitting, revising, and resubmitting revisions for the Stormwater Pollution Prevention Plan.

“NPDES Construction Stormwater General Permit”, per lump sum

The lump sum contract price for “NPDES Construction Stormwater General Permit” shall be full pay for all costs, including but not limited to, sampling, monitoring, reporting, coordinating, inspecting, fees and any other expenses, materials and labor necessary to fully comply with the requirements of the permit and terminate it upon completion of the project.

END OF SECTION
8-13  MONUMENT CASES
(March 17, 2003 Tacoma GSP)

This section is revised to read:

8-13 MONUMENTS

8-13.1 Description

This Work shall consist of constructing monuments in accordance with the Standard Plan and these Specifications, in conformity with the lines and locations shown in the Plans or as staked by the Engineer.

8-13.2 Materials

Concrete shall be Class 3000 in accordance with the requirements of Section 6-02. ‘Ready Mix’ bag concrete shall not be used.

Bronze markers will be supplied by the Contracting Agency on City funded projects.

8-13.3 Construction Requirements

The Contractor shall construct the poured monument in accordance with the City of Tacoma Standard Plan SU-01.

8-13.4 Measurement

Measurement of the poured monument will be per each.

8-13.5 Payment

Payment will be made in accordance with Section 1-04.1. “Poured Monument”, per each.

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
8-20  ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL
******

8-20.1 Description

This section is revised to read:

This Work consists of furnishing, installing and field testing all materials and equipment necessary to complete in place, fully functional system(s) of any of the following types, including modifications to an existing system, partial removal of an existing system, or complete removal of an existing system, all in accordance with approved methods, the Plans, the Special Provisions, and these Specifications:

1. Automated Gate System

Unless otherwise noted, the location of gate equipment, loops and appurtenances shown in the Plans are approximate; and the exact location will be established by the Engineer in the field.

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 a work plan and supplemental data including such items as catalog cuts, product Specifications, shop drawings, and wiring diagrams.

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.

The work plan shall identify the following:

1. Schedule for replacement of loops in relation to paving operations.
2. Means for maintaining gate in open condition during normal Solid Waste facility operating hours.
3. Means for securing the gate outside of normal Solid Waste facility operating hours.
4. Means for allowing opening of the gate for the overnight security guard and emergency vehicles outside of normal Solid Waste facility operating hours.
5. Name and phone number for emergency contact is issues with gate operation arise outside of normal business hours.

See Section 1-07.23(1) for operating hours.

Add the following new section:

8-20.2(2) Automated Gate System Materials

Detector Loop Wire
The loop wire shall be IMSA 51-7, #14 AWG, encased in an orange colored HDPE jacket.

Induction Loop Splices
Induction loop splices if required in gate operator cabinet shall include an uninsulated barrel-type crimped connector capable of being soldered. The insulating material shall be a heat shrink type meeting requirements of 9-29.12(1)A. No splices in junction boxes or other below-grade locations shall be allowed.

Gate Upgrade Materials
Materials required to upgrade the automated gate system shall include, but not be limited to, the following:

1. Two (2) HySecurity SlideDriver 30F (230V-1PH) gate operators
2. Four (4) Drive Rails: Grooved 14ft Aluminum
3. Four (4) Drive Rail Roll Pins (2 req. per splice)
4. Two (2) Pulsed Wireless Transmitter/Receiver Safety Edge Kits
5. Two (2) Wireless Transmitters (only) for IGAZEREKIT-UL
6. One (1) Time Clock, 24V AC/DC
7. Four (4) Reign TX-100 Transmitters
8. One (1) Reign XRE-100 Relay Extender
9. Three (3) Loop Detectors: Hy5B 2.0

These materials shall be confirmed, and augmented, by the automated gate system installer as necessary to provide a complete and operable upgraded automated gate system as shown in the Plans, and herein specified.

8-20.3 Construction Requirements
This section is supplemented with the following:

Automated Gate System Installer
The following contractor is pre-approved to provide and install the automated gate system upgrade Work as indicated on the Electrical Plan(s) and in Section 8-20:

Robblee’s Total Security, Inc.
751 Tacoma Avenue South
Tacoma, WA 98402
Attn: Rebecca Ash, Gate Controls Manager
(253) 474-5855, Opt. 4
Rebecca@gatesrus.com
Other installers may be considered. To be considered by the City for qualification, other interested HySecurity authorized dealers shall submit a request through the process described in Section 1-02.4(1) for approval. The request shall include, at a minimum, the following information about the installer:

1. Business Information
   a. Business name, location and phone number
   b. City of Tacoma Business License number
   c. Owner’s name, phone and email
   d. Years in business at current location

2. Verification as HySecurity authorized dealer

3. Project descriptions and phone number references for two (2) similar access gate projects using HySecurity equipment completed within 15 miles of the project site in the last two (2) years

8-20.3(1) General
This section is supplemented with the following:

The Contractor shall call notify the Engineer 24 hours prior for inspection before covering any underground conduit, prior to installing any detection loops, or placing concrete for foundations.

All existing equipment and materials replaced by the Contractor shall be removed from the site and disposed of by the Contractor at no expense to the City.

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 all 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-28.70-04, Details A and B.

8-20.3(5)B Conduit Type
This section is supplemented with the following:

Conduit shall be Schedule 40 PVC or Schedule 80 PVC. This allowance shall not be construed to permit the use of dissimilar materials in a single run.

8-20.3(8) Wiring
The third paragraph is revised to read:

No below-grade loop wire splices are allowed in induction loop circuits.

Induction loop splices, if required in the gate operator housing, shall be heat shrink type with moisture blocking material, sized for the conductors.
The tenth paragraph is revised to read:
Three (3) feet of slack cable shall be provided at the gate operator end of all cables terminating in the controller cabinet. A minimum of three (3) feet of slack cable shall be left at all junction boxes.

8-20.3(17)B “As Built” Plans
This section is supplemented with the following:

These drawings shall show the routing of all underground conduits. The locations of the conduit shall be dimensioned with a precision and accuracy of 1 foot.

Add the following new section:
8-20.3(18) Automated Gate System

Automated gate system Work is generally described as follows:

1. Replace two (2) existing 2007 vintage HySecurity SlideDriver operators with two (2) new SlideDrivers. One (1) operator for the entry side of the gate and one (1) operator for the exit side of the gate.

2. Provide and install two (2) safety edges per gate along with a receiver and transmitter for wireless connectivity. These edges shall satisfy part of UL325’s safety standard and installed to bring the gate up to code. One (1) edge shall be installed on the leading edge of the gate and one (1) on the tail end of the gate. If an edge makes contact with a person or object while in operation the gate shall stop and reverse direction.

3. Provide and install a 7 Day Clock timer into the primary operator. This shall be programmed to the times of business hours according to the gate’s regular access needs (Including holidays). Contractor shall coordinate with the City to confirm hours of operation and applicable holidays.

4. Provide and activate four (4) long range transmitters that are capable of opening the gate before, between and after regular hours at a range of up to one half mile. Remotes currently being used by the City for the existing gate operators shall be re-programmed to work for the new gate operators.

5. Construct new reversing loops (inside and outside) and exit loop as shown in the Plans.

6. Test all loops per Section 8-20.3(14)D of the WSDOT Standard Specifications.

7. Provide, install and configure new loop detectors into the primary gate operator to work with the new reversing and exit induction loops.

8. Provide, install and overhaul existing equipment dating back to 2007, including replacement of the grooved drive rails. New drive roll pins shall be provided and installed to ensure integrity of the drive rail being structurally sound.

9. Reconnect existing equipment to work with the new gate operators, including but not limited to, the existing Tomar strobes and hardwired keypad located on the unsecure side of the gate. Contractor shall test existing equipment prior to commencing any work on the gate system and notify the Engineer immediately if any existing equipment is not in good working condition.
8-20.5 Payment

*This section is supplemented with the following:*

Payment will be made for each of the following Bid items that are included in the Proposal:

“Automated Gate System Upgrades”, per lump sum.

The lump sum Contract price for “Automated Gate System Upgrades” shall be full pay for upgrading the existing gate system, as described above and as shown in the Plans, and herein specified, including excavation, backfilling, conduit, wiring, restoring facilities destroyed or damaged during construction, salvaging existing materials, and for making all required tests. All additional permitting costs, materials, and labor, not shown in the Plans or called for herein and which are required to complete the automated gate system to operate as intended by the specified equipment, shall be included in the lump sum Contract price.

END OF SECTION
8-22  PAVEMENT MARKING

8-22.2 Materials
This section is supplemented with the following:

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 Chevron”, “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).

8-22.3 Construction Requirements

8-22.3(3)E Installation
This section is supplemented with the following for applying Type B material:

Effective Performance Life: When properly applied, in accordance with manufacturer’s instructions, the preformed marking materials shall be neat and durable. The markings shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other signs of poor adhesion.

Packaging: The flexible preformed marking material, for use as transverse or bike symbols as well as legends, shall be available in flat form material up to a maximum of 2 foot width by 4 foot length. The material shall be packed in suitable cartons clearly labeled for ease of identifying the contents. Packaging shall not use plastic liners within to separate material from itself. Product packaging shall identify part number and mil thickness.

Material Replacement Provisions: Any properly applied preformed marking materials that shall smear or soften independent of pavement movement or condition within a period of one year from date of application shall be replaced by the supplier.

Installation: The preformed marking materials shall be applied in accordance with the manufacturer’s recommendations on clean and dry surfaces. New Portland concrete cement surfaces must be sandblasted to entirely remove curing compound. Marking configuration shall be in accordance with the “Manual on Uniform Traffic Control Devices,” where applicable.

New Surfaces: Preformed marking materials specified for newly paved asphalt road surfaces shall be capable of being applied as the original permanent marking on the day the surface is paved.

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(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.

8-22.5 Payment

This section is supplemented with the following:

“Plastic Double Yellow Centerline (4”x2”), per linear foot.

“Plastic White Lane Line (4”), per linear foot.

“Plastic White Skip Lane Line (4”), per linear foot.

“Plastic Fog Line (4”), per linear foot.

“Yellow two way left turn line (4”x2”), per linear foot.

“Plastic Parking Stall Line (4”), per linear foot.

“Plastic Yellow Lane Line (4”), per linear foot.

“Plastic Yellow Skip Lane Line (4”), per linear foot.

“Plastic Traffic Letters”, per each.

“Plastic Traffic Arrows”, per each.

“Plastic Stop Line”, per each.

“Plastic Crosswalk Line”, per square foot.

“Plastic Access Parking Space Symbol”, per each.

“Plastic Crosshatch Line”, per linear foot.

END OF SECTION
8-23 TEMPORARY PAVEMENT MARKING
(*******)

8-23.4 MEASUREMENT
Delete this section with the following:
Applying, maintaining, and removing temporary pavement markings where permanent pavement markings are disturbed as a result of construction activities shall be considered essential to the project and will not be measured for payment.

8-23.5 PAYMENT
This section is replaced with the following:
“Temporary Pavement Markings - Short Duration”, incidental to “Project Temporary Traffic Control”

END OF SECTION
9-03 AGGREGATES
(September 20, 2018 Tacoma GSP)

9-03.1(1) General Requirements
(June 16, 2016 Tacoma GSP)

The seventh paragraph is deleted

END OF SECTION

END OF SPECIAL PROVISIONS
APPENDIX A

CITY OF TACOMA

AND

WSDOT STANDARD PLANS
1. The contractor will provide necessary control points required during preliminary spotting for striping, stop lines, legends, crosswalks, traffic arrows, and signs. Each instance of the double-bar crosswalk marking shall align with lane lines/mid-lane, which ensures avoidance with wheel paths. Crosswalk bars shall be parallel to the lanes’ direction of travel and positioned along the ramp-to-ramp orientation.

2. Partial length crosswalk bars are not allowed. A single bar, as opposed to the double bar pattern may be used when space is limited adjacent to gutter, curb or intersecting crosswalk.

3. Typical stop line width is 16”.

4. Stop line placement may require adjustment to account for signal detection equipment.

5. Unless otherwise specified, all markings shall be Type A (liquid hot applied/extruded) thermoplastic per WSDOT Standard Specifications.
NOTES:
1. The contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. City inspection is required before striping and any associated sign installation begins.
2. Striping material is to be specified by the project. Type 1Y/W RPMs are omitted from plastic striping.
3. RPMS shall not be placed over longitudinal or transverse joints of the pavement surface.
NOTES
1. Contractor will provide necessary control points to assist in preliminary spotting for stripe, stop line, legends, crosswalks, traffic arrows and associated signs.
2. Typical letter width is 16". Typical letter spacing is 6". Letter stroke is 4".
3. Refer to WSDOT M24.40-02 for more specific traffic arrow dimensions.
4. Arrows shown may be mirrored about their centerline as applicable to design.
5. Unless otherwise specified, all markings shall be Type A (liquid hot applied/extruded) thermoplastic per WSDOT Standard Specifications.

REV'D
PUBLIC WORKS
N/A
TACOMA POWER

APPROVED FOR PUBLICATION
ENVIRONMENTAL SERVICES
N/A
TACOMA WATER

CITY OF TACOMA

PAVEMENT WORDS AND ARROWS

STANDARD PLAN NO. CH-10

12/19/2022
DATE
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.
NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected materials.
4. Perform maintenance in accordance with Standard Specification 5-01.3(15).
1. Each wire shall be physically separated by at least 1/4" (in) so that sealing material can fill in between the wires, where heat shrink tubing is used for the outer splice enclosure, it shall meet one of the following requirements:
   a. Have separate ports for each conductor ("WYE" or "X" shaped tubing).
   b. Have rubber electrical mastic tape wrapped around each conductor to ensure a weatherproof seal. See Rubber Electrical Mastic Tape Installation Detail, Standard Plan J-50.05.

2. Where heat shrink tubing is used, it shall extend a minimum of one inch onto the original wire insulation for each wire in the splice. Rigid splice enclosures shall be centered over the cramped connection.

3. Electrical tape used in splicing applications shall be 3/4" (in) wide, be UL listed under UL 510, and be CSA Certified under C22.2 NO. 197-M1983.

4. Crimp splices shall be installed with an approved crimping tool for the type and size of crimp splice used. Pliers and similar multi-purpose tools may not be used.

5. The equipment grounding conductor connected to the light standard shall include 18 inches of slack on the pole side of the cable tie.

**NOTES**

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**STEEL LIGHT STANDARD WIRING DETAILS**

**STANDARD PLAN J-28.70-04**

Sheet 2 of 2 Sheets

Mark Crum, P.E.

Washington State Department of Transportation

August 30, 2022
1. Typically, four-times the letter or numeral height - minimum, up to ten times - maximum, or according to Plans.
APPENDIX B

GENERAL STORMWATER

CONSTRUCTION PERMIT

Appendix B documents will be added via addendum.
APPENDIX C

CITY OF TACOMA

TRAFFIC CONTROL HANDBOOK
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.


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.

1. 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.

3. 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.

9. 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.

11. 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.

12. 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.

17. 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. Pierc Transit requires five (5) working days prior to any route detours.

<table>
<thead>
<tr>
<th>Department</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic Engineering</td>
<td>591-5305</td>
<td>591-5533</td>
<td><a href="mailto:trafficcontrolplans@cityoftacoma.org">trafficcontrolplans@cityoftacoma.org</a></td>
</tr>
<tr>
<td>Tacoma Fire Department</td>
<td>591-5775</td>
<td>591-5034</td>
<td><a href="mailto:dutyofficer@cityoftacoma.org">dutyofficer@cityoftacoma.org</a> tacomaﬁ<a href="mailto:redepartment@cityoftacoma.org">redepartment@cityoftacoma.org</a></td>
</tr>
<tr>
<td>Tacoma Police –Ops</td>
<td>591-5932</td>
<td>594-7842</td>
<td><a href="mailto:TacomaPoliceEvents@cityoftacoma.org">TacomaPoliceEvents@cityoftacoma.org</a></td>
</tr>
<tr>
<td>LESA</td>
<td>798-4721 Opt #3</td>
<td>798-2708</td>
<td><a href="mailto:commsupsb@southsound911.org">commsupsb@southsound911.org</a></td>
</tr>
<tr>
<td>Sound Transit Link</td>
<td>206-370-5674</td>
<td></td>
<td><a href="mailto:Denise.Ahuna@soundtransit.org">Denise.Ahuna@soundtransit.org</a></td>
</tr>
<tr>
<td>Pierce Transit Service Impacts</td>
<td>377-5027</td>
<td>589-6364 or 589-6367</td>
<td><a href="mailto:serviceimpacts@piercetransit.org">serviceimpacts@piercetransit.org</a> <a href="mailto:mdavilla@piercetransit.org">mdavilla@piercetransit.org</a></td>
</tr>
<tr>
<td>Pierce Transit Events Coordinator</td>
<td>581-8001</td>
<td>984-8161</td>
<td><a href="mailto:bnelson@piercetransit.org">bnelson@piercetransit.org</a></td>
</tr>
<tr>
<td>Public Works/Signal and Streetlighting</td>
<td>591-5287</td>
<td>593-7745</td>
<td><a href="mailto:gyotter@cityoftacoma.org">gyotter@cityoftacoma.org</a></td>
</tr>
<tr>
<td>Public Works/Street Ops</td>
<td>591-5495</td>
<td>591-5302</td>
<td><a href="mailto:streetoperations@cityoftacoma.org">streetoperations@cityoftacoma.org</a></td>
</tr>
<tr>
<td>School Trans Office</td>
<td>571-1853</td>
<td>571-1932</td>
<td><a href="mailto:transportation@tacoma.k12.wa.us">transportation@tacoma.k12.wa.us</a></td>
</tr>
<tr>
<td>First Students</td>
<td>272-7799</td>
<td></td>
<td><a href="mailto:Elizabeth.Anderson@firstgroup.com">Elizabeth.Anderson@firstgroup.com</a></td>
</tr>
<tr>
<td>Chief Leschi Schools</td>
<td>445-4000</td>
<td></td>
<td><a href="mailto:Cindy.Hanson@leschischools.org">Cindy.Hanson@leschischools.org</a></td>
</tr>
<tr>
<td>UWT Facilities Services</td>
<td>692-5700</td>
<td>692-5705</td>
<td><a href="mailto:facility@uw.edu">facility@uw.edu</a></td>
</tr>
<tr>
<td>Off-Duty Police Officer</td>
<td>591-5932</td>
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<td><a href="mailto:TacomaPoliceEvents@cityoftacoma.org">TacomaPoliceEvents@cityoftacoma.org</a></td>
</tr>
<tr>
<td>Tacoma Refuse</td>
<td>591-5544</td>
<td>591-5547</td>
<td><a href="mailto:rcollections@cityoftacoma.org">rcollections@cityoftacoma.org</a></td>
</tr>
<tr>
<td>Tacoma First</td>
<td>311 (city limits)</td>
<td></td>
<td><a href="mailto:csc@cityoftacoma.org">csc@cityoftacoma.org</a></td>
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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
**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
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
**SINGLE LANE NON-ARTERIAL WITH FLAGGER**

- **APPROVED BY:**
- **APPROVED WITH CONDITIONS BY:** ___________________________ DATE: ___________________________

**START TRAFFIC CONTROL SET UP DATE:** ____________  **OFF PEAK 9:00 AM WEEKDAYS**

**MUST BE OUT OF THE ROAD BY DATE:** ____________  **OFF PEAK 3:30 PM WEEKDAYS**

**EVENING AND WEEKENDS ONLY**

**START TRAFFIC CONTROL SET UP DATE & TIME:** ___________________________

**MUST BE OUT OF THE ROAD BY DATE & TIME:** ___________________________

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**MERGING TAPER LENGTHS FOR CONE PATTERN**

*(All minimums)*

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**NUMBER OF CHANNELIZATION DEVICES (CONES)**

Offset cones 1 foot maximum.

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**Notes:**

1. **M**AINTAIN **L**OCAL **A**CCES**S** AND **P**ROTECTED **W**ALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN **B**ARRICADES, **S**IGNS, **L**IGHTS, **E**TC. AS PER "**M**ANUAL ON **U**NIFORM **T**RAFFIC **C**ONTROL **D**EVICES" AT ALL TIMES. **S**TREETS AND **W**ALKWAYS **S**HALL BE **K**EPT CLEAR OF **D**EBRIS DROPPED OR **T**RACKED **B**Y **V**EHICLES **E**NTERING OR **E**XITING THE **W**ORK **S**ITE. **F**AULT TO COMPLY **W**ILL RESULT IN A **S**TOP **W**ORK **O**RDER AND/or **C**ITATION.

2. **N**O **W**ORK **S**HALL BE **S**CHEDULED ON **S**TREETS OR **W**ALKWAYS WITHIN THE **C**ITY OF **T**ACOMA **B**USINESS **D**ISTRICTS FROM **T**HANKSGIVING **D**AY THROUGH **N**EWS **Y**EARS **D**AY.

3. **S**IGN **S**PACING. **U**R**B**AN **L**OW **S**PEED 25-30 MPH SIGNS MUST BE PLACED 100 FEET APART. **U**R**B**AN **H**IGH **S**PEED 30-40 MPH SIGNS MUST BE PLACED 300 FEET APART.
ONE WAY MULT-LANE CLOSURE

☐ APPROVED BY: ____________________________ DATE: ____________________________
☐ APPROVED WITH CONDITIONS BY: ____________________________ DATE: ____________________________

START TRAFFIC CONTROL SET UP DATE: ________ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: ________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ____________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ____________________________

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

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NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

NOTE 1: Maintain legal access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the City of Tacoma Business Districts from Thanksgiving Day through New Year's Day.

NOTE 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 125' apart. Urban high speed 35-40 MPH signs must be placed 300' apart.
TWO LANE
CENTER CLOSURE

☐ APPROVED BY:  ☐ APPROVED WITH CONDITIONS BY: ________________ DATE: ________________

START TRAFFIC CONTROL SET UP DATE: ___________ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: ___________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: ________________

MUST BE OUT OF THE ROAD BY DATE & TIME: ________________

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

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<td>107</td>
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OFFSET CONES 1 FOOT MAXIMUM.

NOTE 1: Maintain legal access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the city of Tacoma business districts from Thanksgiving Day through New Year's Day.

NOTE 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100 apart. Urban high speed 30-40 MPH signs must be placed 300 apart.
FIVE LANE ROAD
MULTI-LANE
CLOSURE

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: ___________________________ DATE:

START TRAFFIC CONTROL SET UP DATE: _______ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: __________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME:
MUST BE OUT OF THE ROAD BY DATE & TIME:

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

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Offset cones 1 foot maximum.

NOTE 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the City of Tacoma business districts from Thanksgiving Day through New Year's Day.

NOTE 3: Sign Spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 300' apart.
### SAMPLE SETUP

#### CBD RIGHT LANE CLOSURE

<table>
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<th>□ APPROVED WITH CONDITIONS BY:</th>
<th>DATE:</th>
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START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

### MERGING TAPER LENGTHS FOR CONE PATTERN

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#### LANES WIDTH

OFFSET CONES 1 FOOT MAXIMUM

#### NUMBER OF CHANNELIZATION DEVICES (CONES)

- **NOTE 1:** Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

- **NOTE 2:** No work shall be scheduled on streets or walkways within the City of Tacoma business districts from Thanksgiving Day through New Year's Day.

- **NOTE 3:** Sign Spacing: Urban low speed 25-30 MPH signs must be placed 100’ apart. Urban high speed 35-40 MPH signs must be placed 150’ apart.
TRAFFIC CONTROL FOR 5 LANE SHIFTING

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: ___________________________ DATE: ___________________________

START TRAFFIC CONTROL SET UP DATE: __________ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: __________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ___________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ___________________________

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

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NUMBER OF CHANNELIZATION DEVICES (Cones)
Offset cones 1 foot maximum.

NOTE 1: Maintain local access and protected walkways at ALL TIMES. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: All work shall be scheduled on streets and walkways within the City of Tacoma Business Districts from Thanksgiving Day through New Year's Day.

NOTE 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 300' apart.
LEFT LANE CLOSURE AT INTERSECTION

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: ___________________________ DATE: ___________________________

START TRAFFIC CONTROL SET UP DATE: _______ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: _______ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ___________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ___________________________

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

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NUMBER OF CHANNELIZATION DEVICES (CONES)
Offset cones 1 foot maximum.

NOTE 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc., as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the city of Indiana business districts from Thanksgiving Day through New Year's Day.

NOTE 3: Sign spacing. Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 300' apart.
### Traffic Control for Moving Van

- **Place no-park signs 24hrs in advance**

- **Cone**

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### Merging Taper Lengths for Cone Pattern (All Minimums)

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**Number of Channelization Devices (Cones)**

Offset cones 1 foot maximum.

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**Notes:**

1. Maintain local access and protected sidewalks at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and sidewalks shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

2. No work shall be scheduled on streets or sidewalks within the city of Tacoma business districts from Thanksgiving Day through New Year's Day.

Note: At night, signage and barricades must be Type C steady burn lights. A contractor may close a nonarterial street to through traffic, provided that local access is maintained at all times with a minimum of a 20' wide access lane. Road Work Ahead signs may be eliminated on non-arterial streets.

Non-Arterial Road Closures

☐ Approved by: ___________________________ Date: ___________________________
☐ Approved with Conditions by: ___________________________ Date: ___________________________
Start traffic control set up date: Off Peak 9:00 AM Weekdays
Must be out of the road by date: Off Peak 3:30 PM Weekdays
Evening and weekends only
Start traffic control set up date & time: ___________________________
Must be out of the road by date & time: ___________________________

Merging Taper Lengths
For Cone Pattern
(All minimums)

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Number of Channelization Devices (Cones)
Offset cones 1 foot maximum.

Note 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.
Note 2: No work shall be scheduled on streets or walkways within the city of Tacoma business districts from Thanksgiving Day through New Year's Day.
Note 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 350' apart.
RIGHT LANE CLOSURE AT INTERSECTION

☐ APPROVED BY: ______________________________ DATE: __________________

☐ APPROVED WITH CONDITIONS BY: ______________________________ DATE: __________________

START TRAFFIC CONTROL SET UP DATE: _________ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: ______________________________

MUST BE OUT OF THE ROAD BY DATE & TIME: ______________________________

MERGING TAPER LENGTHS FOR CONE PATTERN

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OFFSET CONES 1 FOOT MAXIMUM

NUMBER OF CHANNELIZATION DEVICES (CONES)

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRIERS, SIGNS, LIGHTS, ETC. AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS Dropped OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF ZIONA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 150' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.
TRAFFIC CONTROL
ROLLING CLOSURE

☐ APPROVED BY: ___________________________ DATE: ________________

☐ APPROVED WITH CONDITIONS BY: ____________________________

START TRAFFIC CONTROL SET UP DATE: ____________ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: ____________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ____________________________

MUST BE OUT OF THE ROAD BY DATE & TIME: ____________________________

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

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OFFSET CONES 1 FOOT MAXIMUM

NUMBER OF CHANNELIZATION DEVICES (CONES)

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRIERS, SIGNS, LIGHTS, ETC. AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STEETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRASHED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF JACOBA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 300' APART.
RESIDENTIAL STREETS ONLY
(not appropriate for alleys)

- Post NO PARKING signs at least 24 hrs in advance if needed.
- Keep sidewalk open
- Provide spotter for peds
- No more than 5 days

FOR SHOULDER WORK OR PARKING AREA ONLY.
IF NOT APPLICABLE, SUBMIT A TCP FOR REVIEW.

☐ APPROVED WITH CONDITIONS BY: ____________________ DATE: __________
START TRAFFIC CONTROL SET UP DATE: TBD OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: __________ OFF PEAK 3:30 PM WEEKDAYS
EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: __________
MUST BE OUT OF THE ROAD BY DATE & TIME: __________

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

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NUMBER OF CHANNELIZATION DEVICES (CONES)
Offset cones 1 foot maximum

NOTE 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. As per "Manual On Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the city of Iowa business districts from Thanksgiving Day through New Year’s Day.

NOTE 3: Sign spacing. Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 300' apart.
SIDEWALK CLOSURE

☐ Approved by:
☐ Approved with conditions by: __________________________ Date: _____________

Start traffic control set up date: _______ Off Peak 9:00 AM Weekdays

Must be out of the road by date: _______ Off Peak 3:30 PM Weekdays

Evening and Weekends only
Start traffic control set up date & time: __________________________

Must be out of the road by date & time: __________________________

MERGING TAPER LENGTHS
FOR CONE PATTERN
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Number of channelization devices (cones)

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Note 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc., as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

Note 2: No work shall be scheduled on streets or walkways within the City of Tacoma business districts from Thanksgiving Day through New Year's Day.

Note 3: Sign spacing. Urban low speed 25-30 MPH signs must be placed 130' apart. Urban high speed 35-40 MPH signs must be placed 250' apart.
Note: At night, signage and barricades must be Type C steady burn lights. A contractor may close a nonarterial street to through traffic, provided that local access is maintained at all times with a minimum of a 20’ wide access lane. Road Work Ahead signs may be eliminated on non-arterial streets.

NON-ARTERIAL ROAD CLOSURES

☐ APPROVED BY: ________________________________________ DATE: _________________________
☐ APPROVED WITH CONDITIONS BY: _________________________

START TRAFFIC CONTROL SET UP DATE: OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ____________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ____________________________

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

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Number of Channelization Devices (Cones)
Offset cones 1 foot maximum.

NOTE 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc., as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the city of Tacoma business districts from Thanksgiving Day through New Year's Day.

NOTE 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 350' apart.
ALLEYS ONLY
(not approved for arterial or residential streets)

- Applicant MUST print and add street names to the plan specific to the site
- 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.
- Must contact Refuse and coordinate access or gather all containers and locate where appropriate for pick-up.
- Keep open at night and when not in construction

□ APPROVED WITH CONDITIONS BY: __________________________ DATE: __________________________

START TRAFFIC CONTROL SET UP DATE: TBD OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: __________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: __________________________

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRIERS, SIGNS, LIGHTS, ETC. AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

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NUMBER OF CHANNELIZATION DEVICES (CONES)
Offset cones 1 foot maximum.
SAMPLE SETUP

TYPE 2 BARRICADES SHALL BE PLACED ACROSS THE FULL WIDTH OF THE CLOSED SIDEWALK.

1X6 IN. HIGH BOARD ATTACHED TO BARRICADE. SEE STD PLAN FOR DETAILS.

SIXWALK CLOSED

SIXWALK CLOSED

SIXWALK CLOSED ON OTHER SIDE

ROAD WORK AHEAD

SIXWALK CLOSURE

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

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NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

NOTE 1: Maintain local access and protected sidewalks at all times. Provide and maintain barricades, signs, lights, etc., as per "Manual on Uniform Traffic Control Devices" at all times. Streets and sidewalks shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work area. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or sidewalks within the city of Tacoma business districts on Thanksgiving Day through New Year's Day.

NOTE 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 150' apart.

□ APPROVED BY:
□ APPROVED WITH CONDITIONS BY: ____________________________ DATE: ____________________________

START TRAFFIC CONTROL SET UP DATE: ___________ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: ___________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ____________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ____________________________
SIDEWALK/ PARKING CLOSURE

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: _________________________ DATE: _________________________

START TRAFFIC CONTROL SET UP DATE: __________ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: __________ OFF PEAK 3:30 PM WEEKDAYS
EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: _________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: _________________________

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC. AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRAVERSED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.
NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF PACOIMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.
NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

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NUMBER OF CHANNELIZATION DEVICES (CONES)
Offset cones 1 foot maximum.
A LIGHTED BARRICADE OR REFLECTIVE TAPE SHALL BE INSTALLED ON THE LEADING EDGE OF THE DUMPSTER.

TRAFFIC CONTROL FOR A PORTABLE DUMPSTER

☐ APPROVED BY: ________________________ DATE: ____________

☐ APPROVED WITH CONDITIONS BY: ________________________ DATE: ____________

START TRAFFIC CONTROL SET UP DATE: ____________ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: ____________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: ________________________

MUST BE OUT OF THE ROAD BY DATE & TIME: ________________________

MERGING TAPER LENGTHS FOR CONE PATTERN

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NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

NOTE 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the city of Tacoma business districts from Thanksgiving Day through New Year’s Day.

NOTE:
PEDESTRIAN WALKWAYS SHALL BE A MINIMUM OF 5 FEET WIDE.

TOE RAIL ON RAMP ENTRANCE AND BARRICADE TOE RAIL SHALL HAVE NO GAPS AND BE PARALLEL.

SEE BYPASS RAMP DETAIL FOR PROPER CONSTRUCTION OF RAMP TO ALLOW FOR PEDESTRIAN AND DISABILITY ACCESS.

---

BYPASS
WALKWAY FOR PEDESTRIANS

☑ APPROVED BY: __________________________ DATE: ________________
☑ APPROVED WITH CONDITIONS BY: __________________________ DATE: ________________

START TRAFFIC CONTROL SET UP DATE: ________________ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: ________________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ________________

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MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

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| NUMBER OF CHANNELIZATION DEVICES (CONES) | Offset cones 1 foot maximum. |

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NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRIERS, SIGNS, LIGHTS, ETC. AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRASHED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF INDIANA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.
NOTES:
1. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.
2. MAINTAIN A MINIMUM OF 48" FOR A PEDESTRIAN PATH.
3. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
4. SEE SHEET TC-52 FOR TEMPORARY PEDESTRIAN RAMP DETAILS.
5. ADA PEDESTRIAN FACILITIES MUST BE MAINTAINED.

LEGAL

TEMPORARY SIGN LOCATION
CHANNELIZING DEVICES
PEDESTRIAN CHANNELIZING DEVICES
TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS

INTERSECTION PEDESTRIAN TRAFFIC CONTROL

NOT TO SCALE
RAMP LANDING SHALL BE 1" X 5' X 5' (MIN) AND FLUSH WITH THE TOP OF THE CURB

RAMP SHALL BE 1" X 5' X 6' (MIN) AND HAVE A 600 POUND LOAD CAPACITY MIN.

NOTES:
1. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
2. ADA ACCOMMODATIONS MUST BE ADDRESSED AND CONSIDERED FOR ALL WORK OPERATIONS. EXISTING ADA FACILITIES MUST BE MAINTAINED.

PEDESTRIAN BYPASS RAMPS FOR TEMPORARY TRAFFIC CONTROL MINIMUM STANDARDS

1. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
2. ADA ACCOMMODATIONS MUST BE ADDRESSED AND CONSIDERED FOR ALL WORK OPERATIONS. EXISTING ADA FACILITIES MUST BE MAINTAINED.

MERGING TAPER LENGTHS FOR CONE PATTERN

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LANE WIDTH

OFFSET CONES 1 FOOT MAXIMUM.

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRIERS, SIGNS, LIGHTS, ETC. AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS CLEARED OR TRASHED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF INDIAN BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING. URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 120 FT APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350 FT APART.
**Legend**

1. Night work requires additional roadway lighting at flagging stations, refer to WSDOT Standard Specifications for additional details.
2. Protective vehicle recommended — may be a work vehicle.
3. Each roundabout location is unique and the traffic control must be developed to meet the specific conditions of the location and the work operation.
4. If the work and all work vehicles are off the travel lanes and island apron, a single Road Work Ahead sign per approach is all that is required. Refer to additional guidance in the MUTCD manual for further information.
5. Consider an additional flagger in center island to assist traffic movement through roundabout or additional signage as appropriate.

**Typical Roundabout Traffic Control with Flaggers**

- **Approved By:**
- **Approved with Conditions By:**
- **Date:**

**Start Traffic Control Set Up Date:**

**Off Peak 9:00 AM Weekdays**

**Must Be Out of the Road by Date:**

**Off Peak 3:30 PM Weekdays**

**Evening and Weekends Only**

**Start Traffic Control Set Up Date & Time:**

**Must Be Out of the Road by Date & Time:**

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**Merging Taper Lengths for Cone Pattern**

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**Offset Cones 1 Foot Maximum.**

- **Note 1:** Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc., as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.
- **Note 2:** No work shall be scheduled on streets or walkways within the city of Tacoma business districts from Thanksgiving Day through New Year's Day.
- **Note 3:** Sign spacing: urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 350' apart.
A flagger must be with the surveyor to direct turning traffic with the signal indications.

SURVEY
TWO LANE ARTERIAL INTERSECTION

☐ APPROVED BY: ______________________________ DATE: ____________
☐ APPROVED WITH CONDITIONS BY: ____________________________ DATE: ____________

START TRAFFIC CONTROL SETUP DATE: ______ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: ______ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SETUP DATE & TIME:
MUST BE OUT OF THE ROAD BY DATE & TIME:

MERGING TAPER LENGTHS FOR CONE PATTERN
(All Minimums)

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Note 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc., as per “Manual on Uniform Traffic Control Devices” at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

Note 2: No work shall be scheduled on streets or walkways within the city of Indian business districts from Thanksgiving Day through New Year’s Day.

Note 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 150' apart.
SURVEY
TWO LANE ARTERIAL
MID-BLOCK

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: __________________________ Date: __________________________

START TRAFFIC CONTROL SET UP DATE: _______ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: _______ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: __________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: __________________________

MERGING TAPER LENGTHS FOR CONE PATTERN
(All Minimums)

<table>
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<tr>
<th>MPH</th>
<th>8'</th>
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OFFSET CONES 1 FOOT MAXIMUM

Note 1: Maintain local access and protected walkways at all times. Provide and maintain barriers, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

Note 2: No work shall be scheduled on streets or walkways within the city of Tacoma business districts from Thanksgiving Day through New Year's Day.

Note 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 350' apart.
Flagger or vehicle with arrow board to protect survey equipment operator in nonpeak traffic.

---

**Survey Multi-Lane Arterial**

- **Approved by:**
- **Approved with conditions by:**
- **Date:**

**Start Traffic Control Set Up Date:**

- Off Peak 9:00 AM Weekdays
- Must be out of the road by **Date:** Off Peak 3:30 PM Weekdays

**Evening and Weekends Only**

- **Start Traffic Control Set Up Date & Time:**
- **Must be out of the road by date & time:**

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### Merging Taper Lengths for Cone Pattern

(All minimums)

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**Number of Channelization Devices (Cones):**

- Offset cones 1 foot maximum.

---

**Notes:**

1. Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.
2. No work shall be scheduled on streets or walkways within the city of Tacoma business districts from Thanksgiving Day through New Year’s Day.
3. Sign spacing: Urban low speed 25-30 mph signs must be placed 100' apart. Urban high speed 30-40 mph signs must be placed 300' apart.
Workers must be protected by vehicle equipped with auxiliary beacons/strobes and a high visibility illuminated arrow device.
Nose cones for truck optional.

Workers must be protected by vehicle equipped with auxiliary beacons/strobes and a high visibility illuminated arrow device.

INSIDE LANE CLOSURE AT INTERSECTION UNDER 60 MINUTES

☐ APPROVED BY: _______________________________ DATE: ______________

☑ APPROVED WITH CONDITIONS BY: _______________________________ DATE: ______________

START TRAFFIC CONTROL SET UP DATE: __________ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: __________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: ________________________________

MUST BE OUT OF THE ROAD BY DATE & TIME: ________________________________

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

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OFFSET CONES 1 FOOT MAXIMUM

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRIERS, SIGNS, LIGHTS, ETC. AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRAPPED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF INDIANAPOLIS BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 150' APART, URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.
Lane Closure at Intersection Under 60 Minutes

- APPROVED BY:
- APPROVED WITH CONDITIONS BY: ___________________________ DATE: ___________________________

START TRAFFIC CONTROL SET UP DATE: _______ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: _______ OFF PEAK 3:30 PM WEEKDAYS

Evening and Weekends Only
START TRAFFIC CONTROL SET UP DATE & TIME: ___________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ___________________________

Workers must be protected by vehicle equipped with auxiliary beacons/strobes and a high visibility illuminated arrow device.

**Lane Width**

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**Number of Channelization Devices (Cones)**

- Offset cones 1 foot maximum.

**Notes:**
1. Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.
2. No work shall be scheduled on streets or walkways within the city of Indiana business districts from Thanksgiving Day through New Year's Day.
Workers must be protected by vehicle equipped with auxiliary beacons/strobes and a high visibility illuminated arrow device.

**MID-BLOCK LANE CLOSURE UNDER 60 MINUTES**

- **APPROVED BY:**
- **APPROVED WITH CONDITIONS BY:**
- **DATE:**

- **START TRAFFIC CONTROL SET UP DATE:**
- **OFF PEAK 9:00 AM WEEKDAYS**
- **MUST BE OUT OF THE ROAD BY DATE:**
- **OFF PEAK 3:30 PM WEEKDAYS**

- **EVENING AND WEEKENDS ONLY**
- **START TRAFFIC CONTROL SET UP DATE & TIME:**
- **MUST BE OUT OF THE ROAD BY DATE & TIME:**

**MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)**

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**NUMBER OF CHANNELIZATION DEVICES (CONES)**

Offset cones 1 foot maximum.

**NOTE 1:** Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

**NOTE 2:** No work shall be scheduled on streets or walkways within the City of Tijuana business districts from Thanksgiving Day through New Year's Day.

**NOTE 3:** Sign spacing: Urban low speed (25–30 MPH) signs must be placed 100' apart. Urban high speed (35–40 MPH) signs must be placed 350' apart.
Traffic Control Recommendations

☐ Approved By:
☐ Approved With Conditions By: __________________________ Date: __________________________

Start Traffic Control Set Up Date: ________ Off Peak 9:00 AM Weekdays

Must Be Out Of The Road By Date: ________ Off Peak 3:30 PM Weekdays

Evening and Weekends Only
Start Traffic Control Set Up Date & Time: __________________________

Must Be Out Of The Road By Date & Time: __________________________

Merging Taper Lengths
For Cone Pattern (All minimums)

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Number of Channelization Devices (Cones): __________________________

Offset cones 1 foot maximum.

Note 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per Manual on Uniform Traffic Control Devices at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

Note 2: No work shall be scheduled on streets or walkways within the City of Phoenix business districts from Thanksgiving Day through New Year's Day.

Note 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 350' apart.
TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: __________________________ DATE:

START TRAFFIC CONTROL SET UP DATE: ____________ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: ____________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME:
MUST BE OUT OF THE ROAD BY DATE & TIME:

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OFFSET CONES 1 FOOT MAXIMUM.

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NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.
SAMPLE SETUP

TRAFFIC CONTROL
RECOMMENDATIONS

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: __________________________ DATE: __________________________

START TRAFFIC CONTROL SET UP DATE: _______ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _______ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: __________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: __________________________

MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

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-offset cones 1 foot maximum

Note 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

Note 2: No work shall be scheduled on streets or walkways within the City of Tucson business districts from Thanksgiving Day through New Year's Day.

Note 3: Sign spacing: Urban low speed 25-30 mph signs must be placed 120' apart. Urban high speed 35-40 mph signs must be placed 350' apart.
**Traffic Control Recommendations**

- **Approved by:**
- **Approved with conditions by:**
- **Date:**

**Start Traffic Control Set Up Date:**
- Off Peak 9:00 AM Weekdays
- **Must be Out of the Road by Date:**
- Off Peak 3:30 PM Weekdays

**Evening and Weekends Only**
- **Start Traffic Control Set Up Date & Time:**
- **Must be Out of the Road by Date & Time:**

**Merging Taper Lengths for Cone Pattern**

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**Note 2:** No work shall be scheduled on streets or walkways within the City of Tacoma Business Districts from Thanksgiving Day through New Year’s Day.

**Note 3:** Sign Spacing: Urban low speed 25-30 MPH signs must be placed 100’ apart. Urban high speed 35-40 MPH signs must be placed 150’ apart.
### Traffic Control Recommendations

- **Approved By:**
- **Approved With Conditions By:**
- **Date:**

**Start Traffic Control Set Up Date:**
- Off Peak 9:00 AM Weekdays

**Must Be Out of the Road By Date:**
- Off Peak 3:30 PM Weekdays

**Evening and Weekends Only**
- **Start Traffic Control Set Up Date & Time:**
- **Must Be Out of the Road By Date & Time:**

---

### Merging Taper Lengths for Cone Pattern

<table>
<thead>
<tr>
<th>MPH</th>
<th>10</th>
<th>15</th>
<th>20</th>
<th>25</th>
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</thead>
<tbody>
<tr>
<td>8'</td>
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<td>120</td>
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<td>60</td>
<td>107</td>
<td>167</td>
<td>240</td>
<td>327</td>
<td>427</td>
</tr>
</tbody>
</table>

**Number of Channelization Devices (Cones):**

- Offset cones 1 foot maximum.

---

**Notes:**
1. Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc., as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the construction site. Failure to comply will result in a stop work order and/or citation.
2. No work shall be scheduled on streets or walkways within the City of Phoenix Business Districts from Thanksgiving Day through New Year's Day.
3. Sign Spacing: Urban low speed 25-30 mph signs must be placed 100' apart. Urban high speed 35-40 mph signs must be placed 150' apart.
TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: ________________________ DATE: ________________________

START TRAFFIC CONTROL SET UP DATE: _______ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: _______ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ________________________

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

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<td>107</td>
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</tbody>
</table>

NUMBER OF CHANNELIZATION DEVICES (CONES)
Offset cones 1 foot maximum.

NOTE 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the City of Phoenix business districts from Thanksgiving Day through New Year's Day.

NOTE 3: Sign spacing—urban low speed 25–30 MPH signs must be placed 100' apart. Urban high speed 35–40 MPH signs must be placed 350' apart.
Traffic Control Recommendations

☐ Approved by: ___________________________ Date: ____________

☐ Approved with conditions by: ___________________________ Date: ____________

Start Traffic Control Set Up Date: _______ Off Peak 9:00 AM Weekdays

Must be out of the Road by Date: _______ Off Peak 3:30 PM Weekdays

Evening and Weekends Only

Start Traffic Control Set Up Date & Time: ____________________________

Must be Out of the Road by Date & Time: ____________________________

Merging Taper Lengths

<table>
<thead>
<tr>
<th>MPH</th>
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Note 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per “Manual on Uniform Traffic Control Devices” at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or leaving the work site. Failure to comply will result in a stop work order and/or citation.

Note 2: No work shall be scheduled on streets or walkways within the city of X county business districts from Thanksgiving Day through New Year’s Day.

Note 3: Sign Spacing: Urban low speed 25-30 MPH signs must be placed 100’ apart. Urban high speed 35-40 MPH signs must be placed 150’ apart.
SAMPLE SETUP

TRAFFIC CONTROL
RECOMMENDATIONS

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: ___________________________ DATE: ____________

START TRAFFIC CONTROL SET UP DATE: ________ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: ____________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ____________________________

MUST BE OUT OF THE ROAD BY DATE & TIME: ____________________________

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All Minimums)

<table>
<thead>
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NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

NOTE 1: Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or tracked by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the city of Tacoma business districts from Thanksgiving Day through New Year's Day.

NOTE 3: Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 300' apart.
APPENDIX D

ESMS CONTRACTOR AND VENDOR ENVIRONMENTAL SUSTAINABILITY MANAGEMENT SYSTEM INFORMATION SHEET
Contractor/Vendor Environmental and Sustainability Management System Information Sheet

Contractor/Vendor Acknowledgement and Agreement

Company Name: __________________________________________

The undersigned hereby acknowledges receiving the contractor/vendor informational materials for the City of Tacoma, Recovery and Transfer Center, Environment and Sustainability Management System (ESMS). We further acknowledge having the responsibility to provide the training to all personnel who will be working on the property. We further agree to abide by all environmental regulations and policies whenever on the property. Sign-in sheets will be maintained as evidence that the ESMS training has been conducted and will be made available upon request. The Project Manager, primary city staff contact for the contract, or designee will communicated applicable changes to the ESMS to my company. Refraining of affected individuals will be conducted, as needed.

Contractor/Vendor Training Acknowledgment

Primary Company Contact: __________________________________________
Title: __________________________________________
Phone: __________________________ Fax: __________________________
Email: __________________________________________

Secondary Company Contact: __________________________________________
Title: __________________________________________
Phone: __________________________ Fax: __________________________
Email: __________________________________________

_________________________________________  _______________________
Signature  Date

For questions or additional information contact the designated contact as outlined in the contract.
APPENDIX E

COMBINED STORMWATER SITE PLAN (SSP) AND CONSTRUCTION

STORMWATER POLLUTION PREVENTION PLAN REPORT SHORT

FORM AND CONSTRUCTION STORMWATER SITE INSPECTION FORM
Combined Stormwater Site Plan (SSP) and Construction
Stormwater Pollution Prevention Plan Report Short Form

SWM Channelization and Asphalt Repair Project

Prepared For
SDEV24-0039

Project Location
3510 South Mullen Street Tacoma WA 98409
0220123045, 0220123006, 0220132073, 0220132075, 0220132042, 0220132055,
0220132076, 0220132025, 0220132018, and 0220132074.

Stormwater Site Plan Prepared By

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jody Bratton</td>
<td>City of Tacoma Environmental Services</td>
<td>253-502-2188</td>
<td><a href="mailto:jbratton@cityoftacoma.org">jbratton@cityoftacoma.org</a></td>
</tr>
</tbody>
</table>

Date Prepared
March 14, 2024

3/14/2024
Notes for Preparer:

When completing the Combined Stormwater Site Plan (SSP) and Construction Stormwater Pollution Prevention Plan Report Short Form provide all required information in the textbox forms under each section and delete any sections from the report and appendices that are not applicable to the proposed project. Further information and guidance on the information required can be found in the comment bubbles to the right of each section. Once the report has been completed delete all comment bubbles and grey highlighted instructions.

1. Project Information
A. Project Contacts

See Title Page for Stormwater Site Plan Development Team

B. Property Owner

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Mailing Address</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Tacoma</td>
<td>Environmental Services</td>
<td>3510 South Mullen Street Tacoma WA 98409</td>
<td>253-345-9430</td>
<td><a href="mailto:jbratton@cityoftacoma.org">jbratton@cityoftacoma.org</a></td>
</tr>
</tbody>
</table>

C. Applicant (if different than Property Owner)

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Mailing Address</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Insert Name)</td>
<td>(Insert Name)</td>
<td>(Insert Address)</td>
<td>(Insert Phone Number)</td>
<td>(Insert Email Address)</td>
</tr>
</tbody>
</table>

D. Associated Permits

i) Associated City of Tacoma Permit Number(s)

Conditional Use Permit 2009-40000128122

ii) Other Federal, State, or Local Associated Permit Types and Numbers

NPDES Industrial Stormwater General Permit

Solid Waste Handling Permit #27-051
E. Vesting
i) City of Tacoma Stormwater Management Manual Edition Used
   2021 Stormwater Management Manual (SWMM)
ii) If using a manual other than the most current version, provide vesting justification:
   n/a
2. Project Overview

A. Provide a brief description of the proposed project.

This project consists of repainting failed/fading channelization lines, traffic arrows, text, symbols, parking stalls, and security gate upgrades at the Tacoma Recovery and Transfer Center. The work will also include the removal and replacement of 90,882 sf asphalt pavement including the rock sub-base for a complete new roadway section. The location of work is as shown on the attached site plan.
3. Existing Project Site Conditions

A. Answer the following questions, provide additional description, and provide figures (if necessary) to describe the existing site conditions.

i) Describe in one or two sentences the existing project site use:

The site has a land use designation of Parks and Open Space and is surrounded by a mix of residential and commercial properties on all sides, and is generally bordered by Center Street to the north, S. 48th Street to the south, Orchard Street to the west, and Tyler Street to the east. The Landfill property is comprised on several smaller tax parcels, and the construction activities for this project will occur in tax parcels: 0220123045, 0220123006, 0220132073, 0220132075, 0220132042, 0220132055, 0220132076, 0220132025, 0220132018, and 0220132074.

The site consists of the primary entrance, Recycle and Hazardous Waste Center, northern detention pond, eastern detention pond, southern detention pond, employee parking lot, access and maintenance roads, scale houses, administration/facility buildings, main receiving building, south compactor building, trailer staging area, white goods facility, collection truck parking, and environmental controls including landfill cap, gas collection and monitoring systems, and ground water monitoring systems. The topography varies across this zone, as does the ground cover, which is comprised of landscaped areas, asphalt surfaces, and buildings.

ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.

Stormwater runoff is conveyed to the northern detention pond, and southern detention pond which is tributary to Flett Creek and ultimately discharges to Puget Sound via Chambers Creek, and the eastern detention pond which is tributary to Leach Creek, and ultimately discharges to Puget Sound via Chambers Creek. Each of the previously mentioned detention ponds were designed for forested conditions and constructed to increase overall capacity and provide basic stormwater treatment. There are no other known drainage or erosion problems. Throughout the site there are multiple underground utilities including stormwater that direct runoff via these pipes to the detention ponds prior to leaving the site.

iii) Answer the following questions to help describe the existing site conditions. If Answer is Yes, include an associated figure(s) that shows location. Answers must be based upon site reconnaissance and readily available mapping data. See SWMM – Volume 2, Chapter 3 for resources.
<table>
<thead>
<tr>
<th>Questions</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are groundwater protection areas located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are wetlands and/or their buffers located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are steep slopes located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are floodplains located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are streams located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are creeks located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are ravines located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are springs located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are any other sensitive areas or critical areas located on the project site or within 500 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are any structures located on the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are any fuel tanks or other storage tanks (above or below-ground) located on the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are any groundwater wells located on the project site or within 100 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are any septic systems located on the project site or within 100 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Are any Superfund sites located on the project site or within 100 feet of the project site?</td>
<td>☑ Yes</td>
</tr>
<tr>
<td>Question</td>
<td>Option</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----------------</td>
</tr>
</tbody>
</table>
| Are any Flood Hazard Areas located on the project site or within 100 feet of the project site? | ☑ Yes
☑ No
☐ Unknown |
| Is the project located in the South Tacoma Groundwater Protection District? | ☑ Yes
☑ No
☐ Unknown |
| Are any public or private easements located on the project site?        | ☑ Yes
☑ No
☐ Unknown |
B. Existing Project Site Condition Basin Map

i. Provide an existing conditions basin map

Provide a current aerial of the project site to show the existing site conditions. Aerial image must show the extent of existing hard surface areas, vegetation areas, pasture areas, and lawn/landscaped areas. Include a scale.

Figure 1 - Existing Conditions
C. Downstream Flowpath

Provide a map showing the downstream flowpath from the project site to the Puget Sound – including all receiving waterbodies along the flowpath. Assume that stormwater does not infiltrate along the flowpath and will ultimately reach the Puget Sound.

Figure 2 – Downstream Flowpath
4. Proposed Project Site Conditions

A. Describe in words and provide figure(s) or drawing(s) that describe the proposed project site conditions.

i) Describe in one or two sentences the proposed project site use:

This project consists of repainting failed/fading channelization lines, traffic arrows, text, symbols, and parking stall at the Tacoma Recovery and Transfer Center. The work will also include the removal and replacement of 90,882 sf asphalt pavement.

ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.

Figure 3 – Stormwater Runoff Patterns
iii) Provide a figure showing:
   • the proposed improvements (buildings, sidewalks, parking lots, utilities, etc.),
   • fuel tanks (above and below ground) that are proposed or will remain in place, proposed groundwater wells on the project site
   • proposed septic systems
   • proposed public and private easements

Figure 4 - Proposed Improvements
Figure 4
City of Tacoma
SWM Channelization and Asphalt Repair
Proposed Improvements
5. Minimum Requirement Determination

A. Project Thresholds
Complete the following project threshold table. Onsite includes any work on the parcel or parcels of land associated with the project. Offsite includes any work within the City Right-of-Way.

<table>
<thead>
<tr>
<th>Surface Type</th>
<th>Onsite</th>
<th>Offsite</th>
<th>Total of Onsite and Offsite</th>
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<tbody>
<tr>
<td>Proposed Roof Area (ft²)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Walkways and Sidewalks (ft²) – includes gravel walkways</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Deck/Patio Area (ft²)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Proposed Driveway (ft²)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Other proposed driving surfaces (parking pads, street improvements, etc.) (ft²)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Amount of All Proposed Surfaces Above (ft²). (Total proposed hard surface area,)</td>
<td>90,882 sf</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amount of Land Disturbed (ft²)</td>
<td>0</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Receiving Waterbody Table
<table>
<thead>
<tr>
<th>Type of Waterbody</th>
<th>Marine</th>
<th>Puget Sound</th>
<th>Creek</th>
<th>Puget Sound</th>
<th>Creek</th>
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</thead>
<tbody>
<tr>
<td>Type of Receiving Waterbody</td>
<td>Type I - TDA 1</td>
<td>Type II - TDA 2</td>
<td>Type I - TDA 1</td>
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<td></td>
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</tbody>
</table>

Table Notes - Do not copy into SSP.
C. Minimum Requirements Required
<table>
<thead>
<tr>
<th>Table Notes - Do Not Copy Into SSP</th>
<th>Applicable Minimum Requirements</th>
<th>Applicable Surface Type Requiring Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>B2, B3, B4, etc. include the Minimum Requirements applicable to the given surface types. Include multiple rows if Minimum requirements only apply to certain surface types (ex. Stormwater treatment may only apply to new pollution generating hard surfaces)</td>
<td>#1-5</td>
<td>Replaced Hard Surfaces</td>
</tr>
<tr>
<td>C2, C3, C4, etc. is a pulldown menu. Include the surface type to which the associated Minimum Requirement applies.</td>
<td>#1-5</td>
<td>Replaced Hard Surfaces</td>
</tr>
</tbody>
</table>
D. **Cumulative Impacts**

i. Cumulative Impacts Table

   Cumulative Impacts Table – Figure 1

   Cumulative Impacts Table – Figure 2
ii. Cumulative Impacts Discussion

Cumulative Impacts table Figure 1 – The Landfill Access Improvement Project ENV-00040 added approximately 119,000 sf of new pollution generating hard surfaces and replaced 23,000 sf of pollution generating hard surfaces in 2007. Stormwater from this project goes into the East Stormwater pond and the landfill cap stormwater collection system. The SWM Channelization and Asphalt repair project will be replacing 5,200 sf of the asphalt that was installed as part of the 2007 project.
Cumulative Impacts table Figure 2 – The Tacoma Landfill Truck Wash Facility ENV-00039 replaced approximately 35,000 sf of pollution generating hard surface in 2005. The SWM Channelization and Asphalt Repair Project will be replacing 15,000 sf of the asphalt that was installed as part of the 2005 project.

E. Flowcharts
For sites with 35% or more of existing hard surface coverage, use this flow chart to determine Minimum Requirements.

Do the new PLUS replaced hard surfaces total 2,000 square feet or greater?

Yes

Project shall comply with Minimum Requirements #1-5 for all new PLUS replaced hard surfaces and land disturbed.

No

Project shall comply with Minimum Requirement #2.

Note: applicant is not required to submit a SWPPP or TESC plan.

Does the project have land disturbing activity of 7,000 square feet or greater?

Yes

No

Does the project convert ¾ acre or more of native vegetation to lawn and landscaped areas?

Yes

No

Project shall comply with all Minimum Requirements #1-9 for all new AND replaced hard surfaces and converted vegetation areas.

No

Does the project convert 2.5 acres or more of native vegetation to pasture?

Yes

No

Does the new hard surfaces total 5,000 square feet or more?

Yes

No

Project shall additionally comply with MRs #6-9 for all new hard surfaces and converted vegetation areas.

Continue

Do the new PLUS replaced hard surfaces total 5,000 square feet or more?

AND

Does the value of the proposed improvements, including interior upgrades, exceed 50% of the assessed value of the:

- Existing Project Site improvements (commercial & industrial projects)
- Existing Site improvements? (all other projects)

Do the new PLUS replaced hard surfaces total 5,000 square feet or more?

No

No additional requirements.
6. Discussion of Minimum Requirements

A. Minimum Requirement #1 – Preparation of a Stormwater Site Plan
This Stormwater Site Plan Report and the associated Site Plans and Building Permit Drawings (Insert name of associated Civil Plan Set or drawings) are being used to meet Minimum Requirement #1.

Description of Site Appropriate Development Principles

Where practicable, projects shall use the following site appropriate development principles. Put a checkmark next to the principles that will be used for the project. Project design is not required to be changed in order to accommodate site appropriate development principles, but where feasible, these principles must be used. If none of the site development principles are feasible, place a checkmark next to that box below.

☐ Minimization of land disturbance by fitting development to the natural terrain.

☐ Minimization of land disturbance by confining construction to the smallest area feasible and away from critical areas.

☐ Preservation of natural vegetation.

☐ Locating impervious surfaces over less permeable soils.

☐ Clustering buildings.

☐ Minimizing impervious surfaces.

☒ Site appropriate development principles are not practicable because of project design.

B. Minimum Requirement #2 – Construction Stormwater Pollution Prevention Plan
The Construction Stormwater Pollution Prevention Plan is available in this document before the appendices.

C. Minimum Requirement #3 – Source Control

i. Description of Final Site Use

The channelization and asphalt repairs of this project will contribute to the success of safely collecting waste disposal, recycling, yard waste, and hazardous waste via collection trucks and drop off locations for the public.

ii. Source Control BMPs

Select appropriate check box. If project concerns commercial or industrial facilities, insert Source Control Selection Worksheet that describes the types of activities and potential pollutants that are likely to occur on the site and includes the BMPs from the SWMM that will be used on the site.
☐ Single Family Residence: The occupant shall comply with BMP S168: BMPs for Homeowners.
☒ Commercial or Industrial Facilities: The landfill site has been in re-development for a number of years. The proposed improvements only replace existing hard surfaces that are mitigated in the onsite stormwater ponds.

D. **Minimum Requirement #4 – Preserving Drainage Patterns and Outfalls**

ii. **Description of Drainage Patterns and Outfalls**

All boxes should be checked for this Minimum Requirement. If all boxes cannot be checked an Exception or Adjustment to the Minimum Requirement may be required per Volume 1 of the SWMM.

☒ The natural (or existing) drainage patterns are maintained to the maximum extent feasible.
☒ Discharges from the project site occur at the natural (or existing) location to the maximum extent feasible.
☒ Discharge from the project site will not cause adverse impacts to downstream receiving waters and downgradient properties.

E. **Minimum Requirement #5 – Onsite Stormwater Management**

i. **The List Approach**.

This project will utilize The List Approach.

The List Approach requires applicants to complete a feasibility analysis of several BMPs. If those BMPs are considered feasible, they must be used. The types of BMPs that must be analyzed (and used when feasible) depends upon the receiving waterbody into which the project first discharges. If that first waterbody is saltwater (i.e. the Puget Sound) or the Puyallup River – the project is discharging into a flow control exempt waterbody. If the project stormwater discharges into any other receiving waterbody before reaching a saltwater body or the Puyallup River that project is not flow control exempt. Complete the table below for each surface type.

If a BMP is considered to be feasible it must be used. Include the applicable completed facility sizing sheet and show the location of the BMP on the plan set.

If a BMP is not considered to be feasible, insert infeasibility checklist below this table.

<table>
<thead>
<tr>
<th>Surface Type: Roofs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Not Flow Control Exempt</strong></td>
</tr>
<tr>
<td>Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not</td>
</tr>
</tbody>
</table>
necessary to analyze other BMPs for feasibility.

<table>
<thead>
<tr>
<th>1. Choose One:</th>
<th>□ Yes</th>
<th>1. BMP L602: Downspout Full Infiltration</th>
<th>□ Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ BMP L614: Full Dispersion or □ BMP L602: Downspout Full Infiltration</td>
<td>□ No</td>
<td></td>
<td>□ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Choose One:</th>
<th>□ Yes</th>
<th>2. BMP L603: Downspout Dispersion</th>
<th>□ Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ BMP L601: Rain Gardens or □ BMP L630: Bioretention</td>
<td>□ No</td>
<td></td>
<td>□ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. BMP L603: Downspout Dispersion</th>
<th>□ Yes</th>
<th>3. BMP L604: Perforated Stub-Out Connections</th>
<th>□ Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ No</td>
<td></td>
<td>□ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. BMP L604: Perforated Stub-Out Connection</th>
<th>□ Yes</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Surface Type: Other Hard Surfaces**

### Not Flow Control Exempt

Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.

<table>
<thead>
<tr>
<th>1. BMP L614: Full Dispersion</th>
<th>□ Yes</th>
<th>1. Choose One:</th>
<th>□ Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ No</td>
<td>□ BMP L612: Sheet Flow Dispersion, or □ BMP L611: Concentrated Flow Dispersion</td>
<td>□ No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Choose One:</th>
<th>□ Yes</th>
<th>2. BMP L633: Permeable Pavement, or □ BMP T1050: Compost-Amended Vegetated Filter Strip (CAVFS), or □ BMP L601: Rain Gardens, or □ BMP L630: Bioretention</th>
<th>□ Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Choose One:</th>
<th>□ Yes</th>
<th>3. BMP L612: Sheet Flow Dispersion, or □ BMP L611: Concentrated Flow Dispersion</th>
<th>□ Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>□ No</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
**Surface Type: Lawn/Landscaped Areas**

<table>
<thead>
<tr>
<th>Not Flow Control Exempt</th>
<th>Flow Control Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyze the BMP below for feasibility. If the BMP is feasible if must be used.</td>
<td>Is BMP Feasible?</td>
</tr>
<tr>
<td>Analyze the BMP below for feasibility. If the BMP is feasible if must be used.</td>
<td>Is BMP Feasible?</td>
</tr>
<tr>
<td>BMP L613: Post-Construction Soil Quality and Depth</td>
<td>Yes □  No □</td>
</tr>
<tr>
<td>BMP L613: Post-Construction Soil Quality and Depth</td>
<td>Yes □  No □</td>
</tr>
</tbody>
</table>
ii. **Minimum Requirement #5 - Infeasibility Checklists and BMP Sizing Sheets**

Insert completed Infeasibility Checklists and Sizing Sheets directly below before Section F.
City of Tacoma Stormwater Management Manual – Infeasibility Checklist
Surface Type: Other Hard Surfaces
BMP L611: Concentrated Flow Dispersion

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-8 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Can the concentrated flow dispersion system be placed 10 feet or more from any building structure?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>Can the concentrated flow dispersion system be placed 5 feet or more from any other structure or property line?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Can the concentrated flow dispersion system be placed 50 feet or more from the top of any slope 15% or greater?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4</td>
<td>Can the concentrated flow dispersion system be placed 50 feet or more from geologically hazardous areas?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5</td>
<td>Can the concentrated flow dispersion system maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6</td>
<td>Is it possible to maintain or construct a vegetated flowpath of at least 25 feet from the discharge location and any property line, structure, slope greater than 15%, surface water, or other hard surface?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7</td>
<td>Will installing concentrated flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (7a-7e).</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7a</td>
<td>Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7b</td>
<td>Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7c</td>
<td>Public health and safety standards</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7d</td>
<td>Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7e</td>
<td>Critical Area Preservation Ordinance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8</td>
<td>Can the design standards in BMP L611 be met?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8a</td>
<td>Describe the design standard that cannot be met:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Questions #9 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Will the use of concentrated flow dispersion cause erosion or flooding problems onsite or an adjacent properties? (An answer of yes means this BMP is not feasible.)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
City of Tacoma Stormwater Management Manual – Infeasibility Checklist
Surface Type: Other Hard Surfaces
BMP L612: Sheet Flow Dispersion

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-9 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

<table>
<thead>
<tr>
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<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Can the sheet flow dispersion system be placed 10 feet or more from any building structure?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>Can the sheet flow dispersion system be placed 5 feet or more from any other structure or property line?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Can the sheet flow dispersion system be placed 50 feet or more from the top of any slope 15% or greater?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4</td>
<td>Can the sheet flow dispersion system be placed 50 feet or more from geologically hazardous areas?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5</td>
<td>Can the sheet flow dispersion system maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6</td>
<td>Is it possible to provide a vegetated flowpath width of 10 feet or greater for up to 20 feet of width of paved or impervious surface?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>7</td>
<td>For paved or impervious surfaces widths 20 feet or greater, is it possible to provide a vegetated flowpath width of 20 feet or greater (additional 10 feet of width must be added for each increment of 20 feet or more in width)?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8</td>
<td>Will installing sheet flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (8a-8e).</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8a</td>
<td>Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8b</td>
<td>Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8c</td>
<td>Public health and safety standards</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8d</td>
<td>Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8e</td>
<td>Critical Area Preservation Ordinance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9</td>
<td>Can the design standards in BMP L612 be met?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9a</td>
<td>Describe the design standard that cannot be met:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Questions #10 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Will the use of sheet flow dispersion cause erosion or flooding problems onsite or an adjacent properties? (An answer of yes means this BMP is not feasible).</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
City of Tacoma Stormwater Management Manual – Infeasibility Checklist
Surface Type: Roofs and Other Hard Surfaces
BMP L614: Full Dispersion

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-9 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Can the flow spreader and dispersion areas be placed 10 feet or more from any building structure?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>Can the flow spreader and dispersion areas be placed 5 feet or more from any other structure or property line?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Can the dispersion areas be placed 50 feet or more from the top of any slope 15% or greater?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4</td>
<td>Can the dispersion areas be placed 50 feet or more from geologically hazardous areas?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5</td>
<td>Can the dispersion area be located outside of critical areas, critical area buffers, streams, or lakes?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>6</td>
<td>Can the flow spreader and dispersion area maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8</td>
<td>Will installing a full dispersion system cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (8a-8e).</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8a</td>
<td>Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8b</td>
<td>Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8c</td>
<td>Public health and safety standards</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8d</td>
<td>Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>8e</td>
<td>Critical Area Preservation Ordinance</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>9</td>
<td>Can the design standards in BMP L614 be met?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>9a</td>
<td>Describe the design standard that cannot be met: Because the site is a landfill the soils cannot be appropriately amended to be considered native</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
</tbody>
</table>

Questions #10 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Will the use of a full dispersion cause erosion or flooding problems onsite or on adjacent properties? (An answer of yes means this BMP is not feasible).</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
City of Tacoma Stormwater Management Manual – Infeasibility Checklist
Surface Type: Other Hard Surface
BMP L633: Permeable Pavement

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-24 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries. Citation of the following do not need site-specific written recommendations from a Washington State Licensed Professional Engineer or Washington State Licensed Professional Geologist though some criteria may require professional services to determine if the infeasibility criteria apply.

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Can the permeable pavement be placed 10 feet or more from any building structure?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>Can the permeable pavement be placed 5 feet or more from any other structure or property line?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Can the permeable pavement be placed 50 feet or more from the top of any slope greater than 20%?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4</td>
<td>Can the permeable pavement be placed 50 feet or more from geologically hazardous areas?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5</td>
<td>Can the permeable pavement be located outside of designated erosion or landslide hazard areas?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
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City of Tacoma Stormwater Management Manual – Infeasibility Checklist  
Surface Type: Other Hard Surface  
BMP L633: Permeable Pavement  
Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-24 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries. Citation of the following do not need site-specific written recommendations from a Washington State Licensed Professional Engineer or Washington State Licensed Professional Geologist though some criteria may require professional services to determine if the infeasibility criteria apply.

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Construction Stormwater Pollution Prevention Plan (SWPPP) Report

Erosion and Sediment Control Lead

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To be determined upon award of contract and contractor identified as Erosion and Sediment Control lead at pre construction meeting.

1. Proposed Construction Schedule
   i. Proposed Start Date: June 2024
   ii. Proposed End Date: October 2024
   iii. Describe proposed phasing or sequencing (if any): The project is divided into three zones, Zone A, Zone B, and Zone C. Zone A roadway construction activities shall be completed in phases as approved by the Contractor’s submitted phased construction plan during the hours of 6:00 pm and 6:00 am. Maintain customer and employee vehicular access in and out of the Solid Waste facility during operating hours of 8:00 am and 5:30 pm, 7 days a week. Traffic shall not be directed into work zone until first lift of asphalt has been placed. Zone B roadway construction activities shall be completed in phases as approved by the Contractor’s submitted phased construction plan during the hours of 6:00 pm and 6:00 am. Maintain customer and employee vehicular access to the Solid Waste facility during operating hours of 8:00 am and 5:30 pm, 7 days a week. Traffic shall not be directed into work zone until first lift of asphalt has been placed. Traffic may be shifted via traffic control and temporary channelization. Contractor shall monitor and maintain traffic control and temporary channelization when not on the site working. Zone C roadway construction activities shall be completed in phases as approved by the Contractor’s submitted phased construction plan between the hours of 6:00 pm Friday and 6:00 am Monday. Traffic shall not be directed into work zone until first lift of asphalt has been placed. Contractor shall monitor and maintain traffic control and temporary channelization when not on the site working.

2. 13 Elements of Construction Stormwater Pollution Prevention

Below the 13 Elements of Construction Stormwater Pollution Prevention are provided. For each element, place a checkmark next to the BMP that will be used to satisfy the element. If Other is checked describe how the element will be addressed in detail. If an element is not required, justification for why that element is not required must be included. Volume 3, Table 3-1:
Construction Stormwater BMPs by SWPP Element is a guide that can be used to help determine appropriate BMPs to address each Element.

A. **Element #1: Preserve Vegetation and Mark Clearing Limits**

- Before beginning any land disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area to prevent damage and offsite impacts. Mark clearing limits both in the field and on the plans.
- Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practicable. If it is not practicable to retain the duff layer in place, stockpile it onsite, cover it to prevent erosion, and replace it immediately upon completion of the ground-disturbing activities.
- Plastic, metal, fabric fence, or other physical barriers may be used to mark the clearing limits.

The BMP(s) proposed to meet this element are:

- [ ] BMP C101: Preserving Natural Vegetation
- [ ] BMP C102: Buffer Zone
- [ ] BMP C103: High Visibility Fence
- [ ] Other: (Insert description of how element will be addressed)
  - ☑ This Element is not required for this project because: No clearing is required.

B. **Element #2: Establish Construction Access**

- Limit construction vehicle ingress and egress to one route, if possible.
- Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs to minimize tracking of sediment.
- Locate wheel wash or tire baths onsite if other measures fail to control sediment from leaving the site.
- No tracking of sediment offsite is allowed. If sediment is tracked offsite, offsite areas (including roadways) shall be thoroughly and immediately cleaned by shoveling or pickup sweeping. Transport sediment to a controlled sediment disposal area.
- Keep streets clean at ALL times. Clean tracked sediment immediately.
- Washing of sediment to the stormwater system is not allowed.

The BMP(s) proposed to meet this element are:

- [ ] BMP C105: Stabilized Construction Entrance
- [ ] BMP C106: Wheel Wash
- [ ] BMP C107: Construction Road/Parking Area Stabilization
  - ☑ Other: Utilizing existing entrance to the facility.
  - ☑ This Element is not required for this project because: (Insert justification as to why Element is not required)
C. **Element #3: Control Flow Rates**

- Protect downstream properties, receiving waters, and conveyance systems from erosion and other damage due to increases in the velocity and peak volumetric flowrate of stormwater from the project site. A quantitative downstream analysis may be required to ensure no damage to the downstream conveyance system during construction. See Additional Protective Measure - Infrastructure Protection.
- Where necessary, construct flow control facilities as one of the first steps in grading.
- Flow control facilities shall be functional prior to construction of site improvements (e.g. impervious surfaces). It may be necessary to install temporary flow control facilities to meet flow control requirements during construction.
- Control structures designed for permanent flow control BMPs are not appropriate for use during construction without modification. If used during construction, modify the control structure to allow for long-term storage of runoff and enable sediments to settle. Verify that the BMP is sized appropriately for this purpose. Restore BMPs to their original design dimensions, remove sediment, and install a final control structure at completion of the project.
- Velocity of water leaving the site shall not exceed 3 feet/second if the discharge is to a stream or ditch.
- Permanent infiltration facilities shall not be used for flow control during construction unless lined. The bottom of the facility shall be scarified to ensure any compaction that occurred during construction is mitigated.

The BMP(s) proposed to meet this element are:

- □ BMP C203: Water Bars
- □ BMP C207: Check Dams
- □ BMP C209: Outlet Protection
- □ BMP C235: Wattles
- □ BMP C240: Sediment Trap
- □ BMP C241: Temporary Sediment Pond
- □ Other: (Insert description of how element will be addressed)
- ✔ This Element is not required for this project because: Not increasing the amount of hard surface.

D. **Element #4: Install Sediment Controls**

- Design, install, and maintain effective erosion controls and sediment control to minimize the discharge of pollutants.
- Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater, and soil characteristics, including the range of soil particle sizes expected to be present on the site.
- Prior to leaving a construction site or prior to discharge to an infiltration facility, stormwater from disturbed areas shall pass through a sediment removal BMP.
- Construct sediment control BMPs as one of the first steps in grading. These BMPs shall be functional before other land disturbing activities take place.
• Locate BMPs in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or conveyance channels.
• Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize infiltration, where feasible.
• Seed and mulch earthen structures such as dams, dikes, and diversions according to the timing indicated in Element #5.
• Design outlet structures to withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column. If installing a floating pump structure, include a stopper to prevent the pump basket from hitting the bottom of the pond.
• Full stabilization includes concrete or asphalt paving; quarry spalls used as ditch lining; or the use of rolled erosion products, a bonded fiber matrix product, or vegetative cover in a manner that will fully prevent soil erosion.

The BMP(s) proposed to meet this element are:

☐ BMP C231: Brush Barrier
☐ BMP C232: Gravel Filter
☐ BMP C233: Silt Fence
☐ BMP C234: Vegetated Filter Strip
☐ BMP C235: Wattles
☐ BMP C240: Sediment Trap
☐ BMP C241: Temporary Sediment Pond
☐ BMP C250: Construction Stormwater Chemical Treatment
☑ Other: Regular sweeping and additional as needed if there is excess sediment buildup.
☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

E. Element #5: Stabilize Soils

• Stabilize exposed and unworked soils by application of effective BMPs that prevent erosion.
• From October 1 through April 30, no soils shall remain exposed and unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days. This stabilization requirement applies to all soils onsite, whether at final grade or not.
• Stabilize soils at the end of the shift, before a holiday or weekend, if needed, based on the weather forecast.
• Select appropriate soil stabilization measures for the time of year, site conditions, estimated duration of use, and the potential water quality impacts that stabilization agents may have on downstream waters or groundwater.
• Stabilize soil stockpiles from erosion, protect stockpiles with sediment trapping measures, and where possible, locate piles away from stormwater system inlets, waterways, and conveyance channels.
• Control stormwater volume and velocity within the site to minimize soil erosion.
• Control stormwater discharges, including peak volumetric flowrates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
• Minimize the amount of soil exposed during construction activity.
• Minimize the disturbance of steep slopes.
• Minimize soil compaction and, unless infeasible, preserve topsoil.
• Ensure the gravel base used for stabilization is clean and does not contain fines or sediment.

The BMP(s) proposed to meet this element are:

☐ BMP C120: Temporary and Permanent Seeding
☐ BMP C121: Mulching
☐ BMP C122: Nets and Blankets
☐ BMP C123: Plastic Covering
☐ BMP C124: Sodding
☐ BMP C125: Compost
☐ BMP C126: Topsoiling
☐ BMP C127: Polyelectrolyte for Soil Erosion Protection
☐ BMP C130: Surface Roughening
☐ BMP C131: Gradient Terraces
☒ BMP C140: Dust Control
☐ Other: (Insert description of how element will be addressed)
☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

F. Element #6: Protect Slopes

• Design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).
• Divert offsite stormwater (sometimes called run-on) or groundwater away from slopes and disturbed areas with interceptor dikes and/or swales. Manage offsite stormwater separately from stormwater generated on the site.
• At the top of the slopes, collect stormwater in pipe slope drains or protected channels to prevent erosion. Size temporary pipe slope drains to convey either:
  o The peak volumetric flowrate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm using a single event model, or
  o The 10-year return period flowrate, indicated by an Ecology-approved continuous simulation model, using a 15-minute time step.
• Use the existing land cover condition for predicting flowrates from tributary areas outside the project limits. For tributary areas on the project site, use the temporary or permanent project land cover condition, whichever will produce the highest flowrate. If using, a continuous simulation model, model bare soils as landscaped areas.
• Provide temporary or permanent conveyance to remove groundwater seepage from the slope surface of exposed soil areas.
• Place excavated material on the uphill side of trenches, consistent with safety and space considerations.
• Place check dams at regular intervals within channels that are cut down a slope.
• Stabilize soils on slopes, as specified in Element #5.

The BMP(s) proposed to meet this element are:

☐ BMP C120: Temporary and Permanent Seeding
☐ BMP C121: Mulching
☐ BMP C122: Nets and Blankets
☐ BMP C123: Plastic Covering
☐ BMP C124: Sodding
☐ BMP C130: Surface Roughening
☐ BMP C131: Gradient Terraces
☐ BMP C200: Interceptor Dike and Swale
☐ BMP C201: Grass-Lined Channels
☐ BMP C203: Water Bars
☐ BMP C204: Pipe Slope Drains
☐ BMP C205: Subsurface Drains
☐ BMP C206: Level Spreader
☐ BMP C207: Check Dams
☐ BMP C208: Triangular Silt Dike (Geotextile-Encased Check Dam)
☐ Other: (Insert description of how element will be addressed)
✔ This Element is not required for this project because: No slopes

G. **Element #7: Protect Stormwater System Inlets**

• Protect all stormwater system inlets that are operable during construction so that stormwater does not enter the conveyance system without first being filtered or treated to remove sediment.
• Clean or remove and replace inlet protection devices when sediment has filled 1/3 of the available storage (unless a different standard is specified by the product manufacturer).
• Keep all approach roads clean. Do not allow sediment to enter the stormwater system.
• Inspect inlets weekly at a minimum and daily during storm events.

The BMP(s) proposed to meet this element are:

✔ BMP C220: Stormwater System Inlet Protection
✔ Other: Utilize inlet protection systems that will be installed by the Owner as part of their Industrial Stormwater General Permit.
☐ This Element is not required for this project because: (Insert justification as to why Element is not required)
H. **Element #8: Stabilize Channels and Outlets**

- Design, construct, and stabilize all temporary onsite conveyance channels to prevent erosion from either:
  - The peak volumetric flowrate calculated using a 10-minute time step from a Type IA, 10-year, 24-hour frequency storm using a single event model, or
  - The 10-year return period flowrate, indicated by an Ecology-approved continuous simulation model, using a 15-minute time step.
- Use the existing land cover condition for predicting flowrates from tributary areas outside the project limits. For tributary areas on the project site, use the temporary or permanent project land cover condition, whichever will produce the highest flowrate. If using a continuous simulation model, model bare soils as landscaped areas.
- Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.

The BMP(s) proposed to meet this element are:

- [ ] BMP C122: Nets and Blankets
- [ ] BMP C202: Rip Rap Channel Lining
- [ ] BMP C207: Check Dams
- [ ] BMP C209: Outlet Protection
- [ ] Other: (Insert description of how element will be addressed)

☑ This Element is not required for this project because: No channels or outlets

I. **Element #9: Control Pollutants**

- Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants.
- All discharges to the City of Tacoma wastewater system require City approval. Some discharges to the City of Tacoma stormwater system require City approval. The approval may include a separate Special Approved Discharge (SAD) permit. Visit [https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals](https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals) for additional information about SAD Permits.
- Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.
- Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health and the environment. Provide secondary containment for tanks holding pollutants including onsite fueling tanks. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.
- Conduct oil changes, hydraulic system drain down, solvent and degreasing cleaning operations, fuel tank drain down and removal, and other activities, which may result in discharge or spillage
of pollutants to the ground or into stormwater using spill prevention measures, such as drip pans.

- Discharge wheel wash or tire bath wastewater to a separate onsite treatment system that prevents discharge to surface water. Alternatively, discharge wheel wash or tire bath wastewater to the wastewater system (only allowed with SAD Permit approval).
- Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemicals to stormwater. Follow manufacturers’ recommendations for application rates and procedures.
- Use BMPs to prevent or treat contamination of stormwater by pH modifying sources. These sources include, but are not limited to, recycled concrete stockpiles, bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, and concrete pumping and mixer washout waters.
- Adjust the pH of stormwater if necessary to prevent violations of water quality standards.
- Manage concrete washout appropriately.
  - Washout concrete truck drums or concrete handling equipment in onsite or offsite designated concrete washout areas only.
    - Do not washout concrete truck drums or concrete handling equipment to streets, the stormwater system, receiving waterbodies, or the ground.
  - Washout of small concrete handling equipment may be disposed of in a formed areas awaiting concrete where it will not contaminate stormwater and surface water or groundwater.
  - Do not use upland land applications for discharging wastewater from concrete washout areas.
  - Do not dump excess concrete onsite, except in designated concrete washout areas.
  - Do not washout anything contaminated with concrete into formed areas awaiting infiltration BMPs.
  - Concrete spillage or concrete discharge directly to groundwater or surface waters of the State is prohibited.
- Written approval from the Department of Ecology is required prior to using chemical treatment other than CO2, dry ice, or food grade vinegar to adjust pH.
- Clean contaminated surfaces immediately following any discharge or spill incident.
- Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5.

The BMP(s) proposed to meet this element are:

☐ BMP C151: Concrete Handling
☒ BMP C152: Sawcutting and Surface Pollution Prevention
☒ BMP C153: Material Delivery, Storage and Containment
☐ BMP C154: Concrete Washout Area
☐ BMP C250: Construction Stormwater Chemical Treatment
☐ Other: (Insert description of how element will be addressed)
This Element is not required for this project because: (Insert justification as to why Element is not required)

**J. Element #10: Dewatering**

- Dewatering discharges to the City of Tacoma stormwater conveyance system or the City of Tacoma wastewater system may require City approval through a Special Approved Discharge (SAD) Permit. See [https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals](https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals) for more information on the SAD Permit Process.
- Discharge foundation, vault, and trench dewatering water that has similar characteristics to site stormwater into a controlled conveyance system prior to discharge to a sediment trap or sediment pond. Stabilize channels as specified in Element #8.
- Clean, non-turbid dewatering water, such as well-point groundwater, can be discharged to systems tributary to state surface waters, as specified in Element #8, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through TESC BMPs.
- Handle highly turbid or contaminated dewatering water separately from stormwater at the site.
- Other disposal options, depending on site constraints, may include:
  - Infiltration
  - Transport offsite in vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters
  - Ecology approved onsite chemical treatment or other suitable treatment technologies
  - Use of a sedimentation bag that discharges to a ditch or swale for small volumes of localized dewatering

The BMP(s) proposed to meet this element are:

☐ BMP C203: Water Bars
☐ BMP C206: Level Spreader
☐ BMP C236: Vegetative Filtration
☐ Other: (Insert description of how element will be addressed)
 ☑ This Element is not required for this project because: No dewatering proposed

**K. Element #11: Maintain BMPs**

- Maintain and repair as needed all temporary and permanent erosion and sediment control BMPs to assure continued performance of their intended function. Conduct maintenance and repairs in accordance with BMP specifications.
- Remove temporary erosion and sediment control BMPs within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized onsite. Permanently stabilize disturbed soil resulting from removal of BMPs or vegetation.

The BMP(s) proposed to meet this element are:

☑ BMP C150: Materials on Hand
L. **Element #12: Manage the Project**

- **Phasing of Construction** – Phase development projects in order to prevent soil erosion and the transport of sediment from the project site during construction, unless the Erosion and Sediment Control Lead can demonstrate that construction phasing is infeasible. Revegetation of exposed areas and maintenance of that vegetation shall be an integral part of the clearing activities for any phase.

- **Seasonal Work Limitations** – From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted if shown to the satisfaction of the City that silt-laden stormwater will be prevented from leaving the site through a combination of the following:
  - Site conditions including existing vegetative coverage, slope, soil type, and proximity to receiving waters;
  - Limitations on activities and the extent of disturbed areas; and
  - Proposed erosion and sediment control measures.

Based on the information provided and local weather conditions, the City may expand or restrict the seasonal limitation onsite disturbance. The following activities are exempt from the seasonal clearing and grading limitations:

  - Routine maintenance and necessary repair of erosion and sediment control BMPs
  - Routine maintenance of public facilities or existing utility structures that do not expose the soil or result in the removal of the vegetative cover to soil
  - Activities where there is one hundred percent infiltration of stormwater within the site in approved and installed erosion and sediment control facilities

- **Inspection and Monitoring**
  
  a. Inspect, maintain, and repair all BMPs as needed to assure continued performance of their intended function. Projects regulated under the Construction Stormwater General Permit (CSWGP) must conduct site inspections and monitoring in accordance with Special Condition S4 of the CSWGP.
  
  b. Projects that disturb one or more acres must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL) or Certified Professional in Erosion and Sediment Control (CPESC).
  
  c. Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
  
  d. The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
  
  e. The CESCL, CPESC, or ESC Lead must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen and evaluate the effectiveness of BMPs to determine if it is necessary to install, maintain, or repair BMPs.
f. The CESCL, CPESC, or ESC Lead must inspect all areas disturbed by construction activities, all BMPs, and all locations where stormwater leaves the site at least once every calendar week and within 24 hours of any discharge from the site. (Individual discharge events that last more than one day do not require daily inspections). The CESCL, CPESC, or ESC Lead may reduce the inspection frequency for temporary stabilized, inactive sites to once every calendar month.

g. Construction site operators must correct any problems identified by the CESCL, CPESC, or ESC Lead by:
  - Reviewing the SWPPP for compliance with the 13 construction SWPPP elements and making appropriate revisions within 7 days of the inspection.
  - Fully implementing and maintaining appropriate source control and/or treatment BMPs as soon as possible but correcting the problem within 10 days.
  - Documenting BMP implementation and maintenance in the site log book. (Required for sites larger than 1 acre but recommended for all sites).

Sampling and analysis of the stormwater discharges from a construction site may be necessary on a case-by-case basis to ensure compliance with standards. Ecology or the City will establish these monitoring and associated reporting requirements.
  - **Responsible Party** - For all projects, a 24-hour responsible party shall be listed in the SWPPP, along with that person’s telephone number and email address.
  - **Maintenance of the Construction SWPPP** – Keep the Construction SWPPP onsite or within reasonable access to the site. Modify the SWPPP whenever there is a change in the design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the state. Modify the SWPPP if, during inspections or investigations conducted by the owner/operator, City staff, or by local or state officials, it is determined that the SWPPP is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. Modify the SWPPP as necessary to include additional or modified BMPs designed to correct problems identified. Complete revisions to the SWPPP within seven (7) days following the inspection. City of Tacoma Environment Services (review staff or inspector) may require that a modification to the SWPPP go through additional City review.

The BMP(s) proposed to meet this element are:

- BMP C150: Materials on Hand
- BMP C160: Erosion and Sediment Control Lead
- BMP C162: Scheduling

☐ Other: (Insert description of how element will be addressed)

☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

**M. Element #13: Protect Permanent Stormwater BMPs**

- Protect all permanent stormwater BMPs from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the BMPs. Restore all BMPs to their fully functioning condition if they accumulate sediment during construction. Sediment impacting Best Management Practices shall be removed before system
start-up. Restoring the BMP shall include removal of all sediment and full replacement of treatment media.

- Prevent compacting infiltration facilities by excluding construction equipment and foot traffic.
- Keep all heavy equipment off native soils under infiltration BMPs that have been excavated to final grade to retain the infiltration rate of the soils.
- Protect lawn and landscaped areas from compaction due to construction equipment and material stockpiles.
- Do not allow muddy construction equipment on the base material of permeable pavement or on the permeable pavement section.
- Do not allow sediment laden runoff onto permeable pavements or base materials of permeable pavements.
- Permeable pavements fouled with sediment or that can no longer pass an initial infiltration test must be cleaned prior to final acceptance.

The BMP(s) proposed to meet this element are:

☐ BMP C102: Buffer Zone
☐ BMP C103: High Visibility Fence
☐ BMP C200: Interceptor Dike and Swale
☐ BMP C201: Grass-Lined Channels
☐ BMP C207: Check Dams
☐ BMP C208: Triangular Silt Dike (Geotextile-Encased Check Dam)
☐ BMP C231: Brush Barrier
☐ BMP C233: Silt Fence
☐ BMP C234: Vegetated Strip
☑ Other: Utilize inlet protection systems that will be installed by the Owner as part of their Industrial Stormwater General Permit.
☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

3. Temporary Erosion and Sediment Control BMPs

Attach below only those BMPs (include the entirety of the BMP language) from Volume 3 of the SWMM that will be utilized onsite.
1.17 BMP C140: Dust Control

1.17.1 Purpose
Dust control prevents wind transport of dust from disturbed soil surfaces.

1.17.2 Conditions of Use
Use dust control practices in areas (including roadways) subject to surface and air movement of dust where onsite and offsite impacts to streets, the stormwater system, or receiving waterbodies are likely.

1.17.3 Design and Installation Specifications
- Vegetate or mulch areas that will not receive vehicle traffic. In areas where planting, mulching, or paving is impractical, apply gravel or landscaping rock.
- Limit dust generation by clearing only to those areas where immediate activity will take place, leaving the remaining area(s) in the original condition, if stable. Maintain the original ground cover as long as practical.
- Construct natural or artificial windbreaks or windscreen. These may be designed as enclosures for small dust sources.
- Sprinkle the site with water until surface is wet. Repeat as needed. To prevent carryout of mud onto street, refer to Stabilized Construction Entrance (BMP C105: Stabilized Construction Entrance/Exit).
- Irrigation water can be used for dust control. Install irrigation systems as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer’s instructions and cautions regarding handling and application. Used oil is prohibited from use as a dust suppressant.
- PAM (BMP C127: Polyacrylamide for Soil Erosion Protection) added to water at a rate of 2/3 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to the increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as easily transported by wind. Adding PAM may actually reduce the quantity of water needed for dust control. There are concerns with the proper use of PAM, refer to BMP C127: Polyacrylamide for Soil Erosion Protection for more information on PAM application. PAM use requires COT approval.
- Lower speed limits. High vehicle speed increases the amount of dust stirred up from unpaved roads and lots.
- Upgrade the road surface strength by improving particle size, shape, and mineral types that make up the surface and base materials.
- Add surface gravel to reduce the source of dust emission. Limit the amount of fine particles to 10 to 20 percent.
- Use geotextile fabrics to increase the strength of new roads or roads undergoing reconstruction.
- Encourage the use of alternate, paved routes, if available.
- Restrict use of paved roadways by tracked vehicles and heavy trucks to prevent damage to road surfaces and bases.
• Apply chemical dust suppressants using the admix method, blending the product with the top few inches of surface material. Suppressants may also be applied as surface treatments.
• Pave unpaved permanent roads and other trafficked areas.
• Use vacuum street sweepers.
• Remove mud and other dirt promptly so it does not dry and then turn into dust.
• Limit dust-causing work on windy days.
• Contact the Puget Sound Clean Air Agency for guidance and training on other dust control measures. Compliance with the Puget Sound Clean Air Agency’s recommendations/requirements constitutes compliance with this BMP.

1.17.4 Maintenance Standards

Evaluate the potential for dust generation frequently during dry periods. Complete the actions outlined above as needed to limit the dust.

Any dust which leaves the site must be cleaned immediately.
1.18 BMP C150: Materials On Hand

1.18.1 Purpose
Quantities of erosion prevention and sediment control materials should be kept on the project site at all times to be used for regular maintenance and emergency situations such as unexpected heavy summer rains. Having these materials onsite reduces the time needed to implement BMPs when inspections indicate that existing BMPs are not meeting the Construction SWPPP requirements.

1.18.2 Conditions of Use
Construction projects of any size or type can benefit from having materials on hand. A small commercial development project could have a roll of plastic and some gravel available for immediate protection of bare soil and temporary berm construction. A large earthwork project, such as highway construction, might have several tons of straw, several rolls of plastic, flexible pipe, sandbags, geotextile fabric, and steel “T” posts.

- Materials are stockpiled and readily available before any site clearing, grubbing, or earthwork begins. A large contractor or developer could keep a stockpile of materials that are available to be used on several projects.
- If storage space at the project site is at a premium, the contractor could maintain the materials at a location less than one hour from the project site.

1.18.3 Design and Installation Specifications
Depending on project type, size, complexity, and length, materials and quantities will vary. Table 3 - 10: Materials on Hand, provides a good minimum that will cover numerous situations.

<table>
<thead>
<tr>
<th>Material</th>
<th>Measure</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clear Plastic, 6 mil</td>
<td>100 foot roll</td>
<td>1-2</td>
</tr>
<tr>
<td>Drain Pipe, 6 or 8 inch diameter</td>
<td>25 foot section</td>
<td>4-6</td>
</tr>
<tr>
<td>Sandbags, filled</td>
<td>each</td>
<td>25-50</td>
</tr>
<tr>
<td>Quarry Spalls</td>
<td>ton</td>
<td>2-4</td>
</tr>
<tr>
<td>Washed Gravel</td>
<td>cubic yard</td>
<td>2-4</td>
</tr>
<tr>
<td>Geotextile Fabric</td>
<td>100 foot roll</td>
<td>1-2</td>
</tr>
<tr>
<td>Catch Basin Inserts</td>
<td>each</td>
<td>2-4</td>
</tr>
<tr>
<td>Steel “T” Posts</td>
<td>each</td>
<td>12-24</td>
</tr>
</tbody>
</table>

1.18.4 Maintenance Standards
- All materials with the exception of the quarry spalls, steel “T” posts, and gravel should be kept covered and out of both sun and rain.
- Re-stock materials used as needed.
1.20 BMP C152: Sawcutting and Surfacing Pollution Prevention

1.20.1 Purpose
Sawcutting and surfacing operations generate slurry and process water that contains fine particles and high pH (concrete cutting), both of which can violate water quality standards in the receiving water. This BMP is intended to minimize and eliminate process water and slurry from entering waters of the State.

1.20.2 Conditions of Use
Anytime sawcutting or surfacing operations take place, use these management practices. Sawcutting and surfacing operations include, but are not limited to, the following:

- Sawing
- Coring
- Grinding
- Roughening
- Hydro-demolition
- Bridge and road surfacing

1.20.3 Design and Installation Specifications
- Vacuum slurry and cuttings during cutting and surfacing operations.
- Do not leave slurry and cuttings on permanent concrete or asphalt pavement overnight.
- Do not allow slurry and cuttings to enter any natural or constructed conveyance system.
- Dispose of collected slurry and cuttings in a manner that does not violate groundwater or surface water quality standards.
- Do not allow process water that is generated during hydro-demolition, surface roughening, or similar operations to enter any natural or constructed conveyance system. Dispose of process water in a manner that does not violate groundwater or surface water quality standards.
- Handle and dispose of cleaning waste material and demolition debris in a manner that does not cause contamination of water. If the area is swept with a pick-up sweeper, haul the material out of the area to an appropriate disposal site.

1.20.4 Maintenance Standards
Continually monitor operations to determine whether slurry, cuttings, or process water could enter waters of the state. If inspections show that a violation of water quality standards could occur, stop operations and immediately implement preventive measures such as berms, barriers, secondary containment, and vacuum trucks.
1.21 BMP C153: Material Delivery, Storage and Containment

1.21.1 Purpose
Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the stormwater system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in a designated area, and installing secondary containment.

1.21.2 Conditions of Use
These procedures are suitable for use at all construction sites with delivery and storage of the following materials:

- Petroleum products such as fuel, oil, and grease
- Soil stabilizers and binders (e.g. Polyacrylamide)
- Fertilizers, pesticides, and herbicides
- Detergents
- Asphalt and concrete compounds
- Hazardous chemicals such as acids, lime, adhesives, paints, solvents, and curing compounds
- Any other material that may be detrimental if released to the environment

1.21.3 Design and Installation Specifications
The following steps should be taken to minimize risk:

- Locate temporary storage area away from vehicular traffic, near the construction entrance(s), and away from conveyance systems and receiving waterbodies.
- Supply Material Safety Data Sheets (MSDS) for all materials stored. Keep chemicals in their original labeled containers.
- Surrounding materials with earth berms is an option for temporary secondary containment.
- Minimize hazardous material storage onsite.
- Handle hazardous materials as infrequently as possible.
- During the wet weather season (October 1 through April 30), consider storing materials in a covered area.
- Store materials in secondary containment, such as an earthen dike, a horse trough, or a children’s wading pool for non-reactive materials such as detergents, oil, grease, and paints. “Bus boy” trays or concrete mixing trays may be used as secondary containment for small amounts of material.
- Do not store chemicals, drums, or bagged materials directly on the ground. Place these items on a pallet and, when possible, in secondary containment.
- If drums cannot be stored under a roof, domed plastic covers are inexpensive and snap to the top of drums, preventing water from collecting.
1.21.4 Material Storage Areas and Secondary Containment Practices:

- Store liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 in approved containers and drums and do not overfill the containers or drums. Store containers and drums in temporary secondary containment facilities.

- Temporary secondary containment facilities shall provide for a spill containment volume able to contain precipitation from a 25 year, 24 hour storm event plus 10% of the total enclosed container volume of all containers, or 110% of the capacity of the largest container within its boundary, whichever is greater.

- Secondary containment facilities shall be impervious to the materials stored therein for a minimum contact time of 72 hours.

- Secondary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, collect accumulated rainwater and spills and place into drums. Handle these liquids as hazardous waste unless testing determines them to be non-hazardous. Dispose of all wastes properly.

- Provide sufficient separation between stored containers to allow for spill cleanup and emergency response access.

- During the wet weather season (October 1 through April 30), cover each secondary containment facility during non-working days, prior to and during rain events.

- Keep material storage areas clean, organized, and equipped with an ample supply of appropriate spill clean-up material.

- The spill kit should include, at a minimum:
  - 1 water resistant nylon bag
  - 3 oil absorbent socks (3-inches by 4-feet)
  - 2 oil absorbent socks (3-inches by 10-feet)
  - 12 oil absorbent pads (17-inches by 19-inches)
  - 1 pair splash resistant goggles
  - 3 pairs nitrile gloves
  - 10 disposable bags with ties
  - Instructions

1.21.5 Maintenance Standards

Any stormwater within the material storage area shall be pumped or otherwise discharged after each rain event. Before pumping, the stormwater must be evaluated to determine if it must go to treatment or can be discharged without treatment. If stormwater is contaminated, direct the discharge to appropriate treatment.

Restock spill kit materials as needed.
1.23 BMP C160: Erosion and Sediment Control Lead

1.23.1 Purpose

The project proponent must designate at least one person as the responsible representative in charge of erosion and sediment control (ESC) and water quality protection. The designated person shall be the erosion and sediment control (ESC) lead, who is responsible for ensuring compliance with all local, state, and federal erosion and sediment control and water quality requirements.

1.23.2 Conditions of Use

- An erosion and sediment control contact is required for all project sites.
- A certified erosion and sediment control lead (CESCL) or certified professional in erosion and sediment control (CPESC) is required on projects that include, but are not limited to:
  - Construction activity that disturbs one acre of land or more.
- Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
- The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
- The CESCL, CPESC, or ESC Lead must be knowledgeable in the principles and practices of erosion and sediment control and have the skills to assess:
  - Site conditions and construction activities that could impact the quality of stormwater.
  - Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

1.23.3 Specifications

- The CESCL lead shall:
  - Have a current certified erosion and sediment control lead (CESCL) certificate proving attendance in an erosion and sediment control training course that meets the minimum ESC training and certification requirements established by Ecology.
- For additional information concerning the Certified Professional in Erosion and Sediment Control program please go to https://environcertintl.org/cpesc/.
- The ESC lead shall have authority to act on behalf of the contractor or developer and shall be available, on call, 24 hours per day throughout the period of construction.
- The Construction SWPPP shall include the name, telephone number, email, and address of the designated ESC lead.
- An ESC lead may provide inspection and compliance services for multiple construction projects in the same geographic region.
- Duties and responsibilities of the ESC lead shall include, but are not limited to, the following:
  - Inspecting all areas disturbed by construction activities, all BMPs and all locations where runoff leaves the site at least once every calendar week and within 24 hours of
any discharge from the site. The ESC lead may reduce the inspection frequency for temporary stabilized, inactive sites to monthly.

- Examining stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen.
- Evaluating the effectiveness of BMPs.
- Maintaining a permit file onsite at all times which includes the SWPPP and any associated permits and plans.
- Directing BMP installation, inspection, maintenance, modification, and removal.
- Updating all project drawings and the Construction SWPPP with changes made.
- Keeping daily logs and inspection reports. Inspection reports should include:
  - Inspection date/time.
  - Weather information, general conditions during inspection, and approximate amount of precipitation since the last inspection.
  - A summary or list of all BMPs implemented, including observations of all erosion/sediment control structures or practices. The following shall be noted:
    - Locations of BMPs inspected,
    - Locations of BMPs that need maintenance,
    - Locations of BMPs that failed to operate as designed or intended, and
    - Locations where additional or different BMPs are required.
  - Visual monitoring results, including a description of discharged stormwater. The presence of suspended sediment, turbid water, discoloration, and oil sheen shall be noted, as applicable.
  - Any water quality monitoring performed during inspection.
  - General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made as a result of the inspection.
- Facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies or the owner.
- Keep an inventory of equipment onsite.
1.24 BMP C162: Scheduling

1.24.1 Purpose

Sequencing a construction project reduces the amount and duration of soil exposed to erosion.

1.24.2 Conditions of Use

The construction sequence schedule is an orderly listing of all major land-disturbing activities together with the necessary erosion and sediment control measures planned for the project. This type of schedule guides the contractor on work to be done before other work is started so serious erosion and sedimentation problems can be avoided.

Following a specified work schedule that coordinates the timing of land-disturbing activities and the installation of control measures is perhaps the most cost-effective way of controlling erosion during construction. The removal of surface ground cover leaves a site vulnerable to accelerated erosion. Construction procedures that limit land clearing, provide timely installation of erosion and sedimentation controls, and restore protective cover quickly can significantly reduce the erosion potential of a site.

1.24.3 Design Considerations

- Minimize construction during rainy periods.
- Schedule projects to disturb only small portions of the site at any one time. Complete grading as soon as possible. Immediately stabilize the disturbed portion before grading the next portion. Practice staged seeding in order to revegetate cut and fill slopes as the work progresses.
PART III

CITY OF TACOMA

EQUITY IN CONTRACTING PROGRAM
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 Tacoma Municipal Code Chapter 1.07.

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. A contractor who fails to meet the stated EIC requirements will be considered non-responsible. Bidders are also subject to the City’s Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list (OMWBE website). It is the bidder’s responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program at the time of bid submittal. Business certification may be verified by contacting the EIC Office*.

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

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information
For all contracts that have requirements related to the EIC 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.
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 EICOOffice@cityoftacoma.org
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I. Introduction

Tacoma Municipal Code (TMC) Chapter 1.07 authorizes the City of Tacoma’s Equity in Contracting (EIC) Program (Program) to address the historical underutilization and lack of participation of small, women and minority owned businesses in City contracts for supplies, services, and public works. TMC 1.07.040 authorizes the Community and Economic Development Department (CEDD) Director to adopt these administrative EIC Program Regulations (Regulations).

For questions, observations or recommendations related to these Regulations, please contact the EIC office at (253) 591-5826 or by email at EICoffice@cityoftacoma.org.

II. Objectives, Applicability and Overall Annual EIC Goal

The purpose of the EIC Program and of these Regulations is to advance the policy set forth in TMC 1.07.010: 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.” These Regulations are intended to aid and guide City staff, Certified Businesses, Contractors and Suppliers and other stakeholders, to ensure the Program is implemented clearly and consistently and to encourage, facilitate and assist the participation of Certified Businesses in City of Tacoma contracts.

The current annual EIC goal is 20%, which was reached by utilizing the City of Tacoma’s most recent disparity study to determine the level of Certified Business participation in City Contracts expected in the absence of persistent effects of discrimination. The dollar value of all contracts awarded to or performed by Certified Businesses shall be counted toward the annual EIC goal. The EIC goal may be updated or changed in alignment with future disparity studies.

Currently the EIC Program is requiring participation by Certified Businesses only on contracts for public works. The Program is intended to apply to all City contracts for supplies, services, and public works (other than those contracts subject to exemption, exception, or waiver) and these Regulations will be updated as the City develops specific requirements and processes for Certified Business participation in contracts for supplies and services.
III. Definitions

Terms used in these Regulations shall have the following meanings unless defined differently in Tacoma Municipal Code Chapter 1.07, in which case the definition contained in TMC controls

“B2Gnow” is the system utilized by the City of Tacoma Equity in Contracting (EIC) Staff to track payments to Contractors and all Subcontractors on all Public Works and Improvements projects including Equity in Contracting (EIC) Requirements.

“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.

“Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

“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.

“City” means all Departments, Divisions, and agencies of the City of Tacoma.

“Change Order” means a reduction or change to the contracted scope of work potentially affecting the Equity in Contracting Requirements initially set on a project.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement and performance of Public Works and Improvements and/or Non-Public Works and Improvements, Supplies and Services.

“Contractor” or “Supplier” or “Bidder” 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.

“Disparity Study” is a study that determines whether a government entity, either in the past or currently, engages in exclusionary practices in the solicitation and award of contracts to small, minority, women-owned, and disadvantaged business enterprises. The primary goal of the study is to assess, quantify, and evaluate the prevalence, significance (degree and weight) and scope of discrimination in the marketplace.

“Exception” or “Exemption” means the limited circumstances in which EIC Requirements do not apply or will not be applied to a Contract.

“EIC Manager” is the individual authorized by TMC to administer the Equity in Contracting Program.

“EIC Requirements” or “Contract Requirements” are the specified Requirements for Certified Business participation applied to a Contract using the EIC Requirements Setting Methodology.

“EIC Requirement Setting Methodology” is as defined in Appendix No. 1 to these Regulations.

“EIC Staff” means Equity in Contracting Program staff.
“Exception Request” means a request that no EIC requirements be applied to a Contract. See Appendix No. 3 to these Regulations.

“Goal” means the annual level of participation by Certified Businesses in City Contracts as established in The Tacoma Municipal Code TMC 1.07.020G, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“LCPtracker” is the system used by the Local Employment and Apprenticeship Program (LEAP) Staff to monitor compliance with LEAP workforce utilization requirements and prevailing wage law.

“Non-Public Works and Improvements” means procurement of and contracting for Supplies and/or Services not solicited as Public Works.

“Notice of physical completion” means all physical work is done and the contractor has left the site. However, there may still be some outstanding paperwork or documentation remaining.

“Notice of substantial completion” means all physical work is complete except for punch list items. Only minor incidental work remains, such as minor corrections or repairs.

“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 by the City’s Community and Economic Development Director to administer the Program and these Regulations.

“Program Regulations” or “Regulations” means these Regulations.

“Project Delivery Team” refers to the City of Tacoma personnel working on the project from the Department or Division awarding and administering the Contract.

“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, as is defined in RCW Chapter 39.04 and as may be hereinafter amended. 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.

“Responsive or Responsible Bidder” is as defined within the City of Tacoma Purchasing Policy.

“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.

“Respondent” means any entity or Person 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 TMC Chapter 1.06 and in Purchasing Policy and Procedures.
“Requirements” means the level of required participation by Certified Businesses in City Contracts as established by TMC Chapter 1.07, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Chapter 1.06. TMC and in Purchasing Policy and Procedures.

“Specification” means the document and any subsequent addenda, including terms and conditions that describes the physical or functional characteristics, or the nature of the required Supplies, Services, or Public Works; commonly referred to as the Bid document or Bid Specification.

“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 Chapter 1.06 TMC and in Purchasing Policy and Procedures.

“Supplies” means materials, supplies, and other products that are procured and contracted for by the City.

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

“Undue hardship” means an action that places a significant burden on a business.

“Waiver”, with regards to the Post-Bid EIC Waiver Process, means a discretionary decision made by the City after Bids are received that EIC Requirements, in whole or in part, will not be applied to a Contract or Contracts.

IV. Exemptions or Exceptions to EIC Program Requirements

A. Contracts that are not competitively solicited by the City of Tacoma.

No EIC Requirements will apply to contracts awarded in the manners listed below. These contracts are exempt from EIC Requirements, and no Exception Request is needed to be completed:

1. Emergency (TMC 1.06.257.C). Situations where breakage or loss of equipment has or is about to interrupt necessary services, where public health or safety may be jeopardized, or when required by regulatory agency, or state law. If the supplies, services, or public works must be provided with such immediacy that neither the City nor the contractor can comply with the EIC Requirements, none will be applied. 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. **Sole Source** (TMC 1.06.257.A and 1.06.258). If the supplies, services, or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the Department or Division awarding the Contract. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegatee and for Contracts where the estimated cost is over $500,000 (excluding sales tax) by the approval of the Contracts and Awards (C&A) Board.

3. **Not Practicable to Bid** (TMC 1.06.257.B). An immediate and important need for proposed construction, installation, repair, materials, supplies, equipment, or services where the delay that would result from following competitive solicitation process would cause financial loss to the City or an interruption of vital services to the public. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegatee and for Contracts where the estimated cost is over $500,000 (excluding sales tax) by the approval of the C&A Board.

4. **Direct Solicitation and Negotiation** (1.06.256.B). Contracts for Professional or Personal Services, excluding architectural and engineering services. When City Manager or Director of Utilities or their delegates determine use of direct solicitation and negotiation process to be in the best interests of the City no EIC requirements will be applied to the resulting contract.

5. **Government or Cooperative Purchasing.**
   The Contract is 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 in accordance with TMC Chapter 1.06 and Purchasing Policy and Procedures.

**B. Lack of Certified Businesses**

If it is determined there are an insufficient number of Certified Businesses to perform the work scopes listed in the Contract, no EIC Requirement will be applied. The process for requesting and approving an exception for lack of Certified Businesses is as follows:

1. If after Program review of a project using the established EIC Requirement setting methodology, it is determined by EIC Staff that there will be an insufficient number (3 or less) of Certified Business available to meet the requirement, EIC Staff sends an Exception Request to EIC Manager for review and approval.
2. If, after EIC Staff has set EIC Requirements on a project, the Project Delivery Team determines that additional information justifies an exception for lack of Certified Business, the Project Delivery Team sends an Exception Request via email to the EIC Team who will then forward it to the EIC Program Manager with necessary project background information for final review and approval.

C. Public Works and Improvement Projects with a Value of $150,000 or Less

EIC Requirements will not be set on public works and improvement projects with an engineer’s estimate value of $150,000 or less. However, EIC Staff will collaborate with the Project Delivery Team to proactively outreach to Certified Businesses and provide technical assistance to encourage participation.

D. Documentation of Granted Exceptions

All exceptions must be documented in the Program’s reporting and goal spreadsheet database. Analysis will be done by the EIC Manager to understand what measures the City can take to ensure that exceptions to the EIC Requirements occur only when necessary.

V. EIC Requirements for Contracts for Public Work

All City contracts for Public Work – except for projects with an engineer’s estimate value of $150,000 or less – are subject to EIC Requirements. In no case will EIC Requirements exceed a total of 20 percent (20%) of the Engineer’s estimate. If a contract is federally funded, any federal program supersedes the Equity in Contracting Program and these regulations.

A. EIC Pre-Award Process

1. EIC Contract Requirements Set

Using the EIC Requirements Setting Methodology contained in Appendix No. 1 to these Regulations, EIC Staff will set requirements for the use of Certified Businesses using two potential options.

Option 1: EIC Staff applies three (3) separate requirements (MBE, WBE, SBE) in accordance with the EIC Requirements Setting Methodology. Each stated Requirement must be fulfilled by using the specified category of Certified Business.
**Option 2:** If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement. The overall EIC Requirement is the sum of the 3 separate requirements initially established as a result of using the EIC Requirement Setting Methodology. Under Option 2 Bidders can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement.

Staff guidance for determining if an overall EIC Requirement Option 2 is appropriate can be found in Appendix No. 2 to these Regulations.

After utilizing Option 1 or Option 2 to set the EIC Requirements, EIC staff will send an EIC Memo to the Project Delivery Team informing of the EIC Requirements for the project.

**B. EIC Bid Review Process**

Contracts for Public Work must be awarded to the lowest responsive and responsible Bidder. EIC Program Staff conducts a review of Submittals for EIC compliance.

1. **Review for Bidder Responsiveness**
   
   i. Bids must list Certified Businesses. If a listed business is not certified with OMWBE as of the date of bid opening the bid will be recommended to be rejected as non-responsive.
   
   ii. All sections of the EIC Utilization form located in Appendix No. 3 to these Regulations must be completed according to the stated instructions and the properly completed form must be included with bid submittal.
   
   iii. Submittals that do not include a properly completed EIC Utilization form will be recommended by EIC Staff to be rejected as non-responsive bids. To be considered “completed”, the required forms must be filled out with all the information required to be provided. No fields should be left incomplete or designated N/A or otherwise lacking a required response. EIC Staff reserves the right to make minor non-material corrections to the form, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.
   
   iv. The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business’s OMWBE Profile. This ensures that the Certified Business is able to complete the work scope or role for which they have been listed.
   
   v. Bidder must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form and prior to bid submittal. EIC Staff will contact all listed Certified Businesses. If a listed Certified Business has not been contacted by the Bidder prior to being listed, the bid will be rejected as non-responsive.
2. **Review for Bidder Responsibility**

i. The EIC Utilization Form must demonstrate that the bidder has obtained enough EIC participation to meet or exceed the EIC Requirements for that contract. Submittals that do not meet or exceed the stated requirements will be recommended to be rejected as non-responsible bids.

3. **Self-Performing Bidders**

   Bidders who are themselves Certified Businesses can meet the EIC requirements by self-performance. When a Certified Business is the prime bidder, an adjustment may be made to the EIC Requirements. In such cases, the self-performing Certified Business can be found to be a responsible bidder even if the bid did not satisfy all three stated EIC Requirements (SBE, MBE and WBE). For example, if a bidder is certified as an MBE and an SBE, the WBE Requirements may be deemed waived since the Contractor’s self-performance as an MBE and an SBE achieves the total Requirement.

4. **EIC Recommendation**

i. If the apparent low bidder is deemed non-responsive or non-responsible, EIC Staff will review the next lowest bidder’s submittal.

ii. Once EIC Staff has reviewed the EIC portion of the submittal, a bid review memo is sent to the Project Delivery Team to notify them of the status of the apparent low bidder and will include any recommendation to reject submittals as non-responsive or non-responsible.

VI. **Post-Bid EIC Waiver Requests Process**

Per TMC 1.07.060 (C), if, after receipt of submittals but prior to Contract award, it is determined that due to unforeseen circumstances (which may be demonstrated by bidder(s) failure to meet the stated Requirements) waiver of the stated EIC Requirements in whole or in part for the project is in the best interest of the City, the Director or Superintendent of the Project Delivery Team may request the stated EIC Requirements be waived in full or in part.

The waiver request must be made using the EIC Waiver Request Form shown in Appendix No. 4 to these Regulations and initiated by the applicable Director or Superintendent of the Project Delivery Team. The form is then forwarded to the Procurement and Payables Division Manager for review and signature,
followed by the City Manager or the Director of Utilities for review and signature. EIC Staff notifies the Project Team of the decision made.

If the Waiver Request is approved by the City Manager or Utilities Director, any new EIC Requirements will be equal to the EIC Utilization percentage listed on the successful bidder’s EIC Utilization form (which could be zero).

If the Waiver Request is not approved by the City Manager or Utilities Director, the Project Delivery Team must re-bid the project or award to the next lowest bidder who has satisfied the stated EIC Requirements.

In all instances where a Waiver is approved by the City Manager or Utilities Director, analysis will be done by the EIC Manager to understand what measures the City can take to ensure that waivers of the EIC requirements are granted only when absolutely necessary.

VII. EIC Contract Monitoring and Compliance

All contracts will be monitored by the Program to ensure compliance with the stated EIC Requirements throughout the term of the Contract including as follows:

A. Coordination between Project Delivery Team and Program

During the term of the contract, the Project Delivery Team will include EIC Staff in the pre-bid, pre-construction, and progress meetings. Additionally, the Project Delivery Staff will send Contract & Award (C&A) Letters, Notice to Proceed and Notice of Physical Completion to EIC Staff.

B. Utilization of B2Gnow System

1. Once EIC Staff receives the Notice to Proceed, the Project is created in B2Gnow.
2. Once the Project has been created in B2Gnow by EIC Staff, a letter is automatically sent from B2Gnow to the Contractor and all Certified Businesses included in the project to notify them of the new project and what is expected of them in the B2Gnow System.
3. Contractors must utilize B2GNow by entering their monthly payment reports in the system. EIC Staff tracks EIC utilization by ensuring all payment reports are entered monthly by the Project Delivery Team and the Contractor and payments are confirmed by the Subcontractors.
C. B2Gnow Monitoring

1. Prompt Payment
For the full lifecycle of the project, on a monthly basis, EIC Staff must ensure the following actions have occurred in the B2Gnow system:
   a. The Department/Division in charge of the contract has entered payment submitted to the Contractor.
   b. The Contractor has entered payments submitted to all Certified Businesses.
   c. The Certified Businesses have confirmed prompt receipt of payments from the Contractor for work performed. In compliance with the WA State Legislature Revised Code of WA (RCW) 39.04.250 (1), EIC Staff will verify that subcontractors are paid no later than 10 days after the Prime receives payment from the City of Tacoma Department/Division in charge of the contract.

*RCW 39.04.250 (1) “When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after the receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor’s interest therein.

2. If the above actions have not taken place or if there are any discrepancies in the system, EIC Staff will reach out to the parties involved via a notice generated from the B2Gnow System, via email or via phone call to address any discrepancies. Any notes related to the projects will be entered in the B2Gnow system.

3. For support using B2GNow, please contact EIC Staff at (253) 591-5826 or email at EICoffice@cityoftacoma.org.

D. Contractor Request for Certified Business Termination and Substitution

A Contractor’s noncompliance by failure to utilize a Certified Business required by the Contract can be excused if Contractor has properly requested to terminate, reduce, or substitute the participation of a Certified Business on an awarded Contract and such request has been approved by the EIC Program consistent with TMC 1.07.080 A. The process for termination and substitution request and approval is initiated by the Contractor following the instructions outlined in the EIC Certified Business Termination and Substitution Form located in Appendix No. 5 to these Regulations.

Upon receipt of the completed EIC Certified Business Termination and Substitution Form, the Project Delivery Team will forward the request to EIC Staff along with supporting documentation received from the Contractor.
1. **EIC Staff will proceed with the following steps:**
   a. Review the request, including any response or objection from the Certified Business, to determine if the grounds for termination (or substitution) contained in TMC 1.07.080 A 1 (Certified Business refusal to execute necessary agreements with Contractor, Certified Business defaults on agreements with Contractor or other reasonable excuse) and the process required by these Regulations have been satisfied. EIC staff review will utilize the criteria for reasonable excuse contained in these Regulations.

   b. Contact the Certified Business(es) proposed to be terminated as well as the Certified Business(es) proposed to be substituted.

   c. If Contractor has indicated on the Certified Business Termination and Substitution Form that it does not have a substitution plan, EIC staff will review the Contractor’s explanation for not proposing a substitute Certified Business according to the criteria in TMC 1.07.080 A 2. Where it is shown by Contractor 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 Contractor, EIC staff will approve substitution with a non-Certified Business; provided, that, the substitution does not increase the dollar amount of the bid.

   d. If EIC staff determines that the process has been followed and that one or more of the grounds in TMC 1.07.080 have been satisfied to allow termination and substitution, the Contractor will be notified of the approval.

   e. Contractor has 3 business days of receipt of the approved termination request to confirm to EIC Staff that it has substituted with another Certified Business, or with a non-Certified Business if the EIC Program has approved.

If the Termination and Substitution Request submitted by the Contractor is denied, the Contractor must utilize the Certified Business on the project as initially listed on the EIC Utilization form or be found in noncompliance.

2. **Reasonable justifications for Termination**
   For purpose of the EIC Program, reasonable justifications for termination are included in this list below but not limited to:

   a. The listed Certified Business refuses or fails to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that reasonable excuse does not exist if the failure of the Certified Business to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.

   b. Failure or refusal of the Certified Business to perform work for reasons other than contract term or pricing disputes.
c. The listed Certified Business fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements.
d. The listed Certified Business is ineligible to work on City of Tacoma projects because of suspension or debarment.
e. The listed Certified Business voluntarily withdraws from the project and provides The City of Tacoma written notice of its withdrawal.
f. Death or disability of the principal of the Certified Business rendering it unable to perform the work.
g. Dissolution of the Certified Business.
h. A change in scope of the contract requested by the City which removes the work scope for the Certified Business from the project.
i. The Certified Business does not execute an offered contract that reflects the terms and pricing agreed upon as a condition of participation in the project. The Contractor must provide evidence that the Certified Business failed to execute a contract offered which reflected such agreements, after the Certified Business was given adequate time to execute the offered contract.

3. Decertification

When a Certified Business is “decertified” by OMWBE the participation of that Certified Business shall continue to count as EIC participation so long as the subcontract with the Certified Business was executed prior to the effective date of decertification.

If the Certified Business did not have an executed contract with the Contractor at effective date of decertification, the Contractor must demonstrate to the satisfaction of the Project Delivery team and to the EIC Program that it has substituted a different Certified Business.
VIII. NON-COMPLIANCE: FINDING OF VIOLATION AND PENALTIES

A. Circumstances for finding a Contractor in Violation

The following circumstances, if found by the EIC Program Manager, are grounds for a determination by the Community and Economic Development Department (CEDD) Director of Contractor violation and a recommendation by the CED Director to the City Manager or the Director of Utilities that a penalty be imposed consistent with TMC 1.07.010:

1. A Contractor’s failure to utilize a Certified Business required by an awarded Contract (unless the Certified Business participation is properly terminated or substituted by application of the process contained in these Regulations) for at least the corresponding dollar amount listed on the submitted EIC Utilization Form.

2. A Contractor’s failure to utilize the B2Gnow system in the manner required by these Regulations. Before a violation will be found for Contractor’s failure to utilize B2Gnow the following process steps will be taken:
   a. If a Contractor does not report payment in the B2Gnow system within the first 2 months of the start of the project, EIC Staff will give the Contractor a verbal notice, followed by an email offering assistance with B2Gnow if needed.
   b. If in the third month following the start of the project Contractor still does not report payment in the B2Gnow system EIC Staff will send a second notice via email with a copy to the Project Delivery Team.
   c. If the Contractor has failed to report payment in the B2Gnow system within 14 days of the second notice, a third notice will be sent with a copy to the Project Delivery Team.
   d. If after three notices, Contractor fails to report payment in the B2Gnow system, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

3. A Contractor’s failure to pay their subcontractor within 10 days after receipt of payment per RCW 39.04.250 (1)
   i. If a contractor fails to pay their subcontractor within 10 days, EIC Staff will send 3 notices (via email).
ii. If after three notices Contractor fails to pay their subcontractor, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

B. Contractor Non-Compliance, Finding of Violation and Enforcement

If the EIC Program Manager, in collaboration with the Project Delivery Team, determines a Contractor is non-compliant with the EIC Requirements of the Contract or any other requirements contained in TMC Chapter 1.07 or these Regulations and therefore in violation of the EIC Program requirements, the following process for enforcement will be followed:

1. EIC Staff will send a Notice of Violation to the Contractor via USPS Certified Mail®, with a courtesy copy sent to Contractor via email and with a copy to the Project Delivery Team. The Notice of Violation will specify the non-compliance that is the basis for the finding of violation and will state the City’s intent to exercise all applicable remedies, including penalties authorized by TMC 1.07.110.

2. The Notice of Violation will specify that the Contractor can appeal the finding of Violation to the Hearing Examiner pursuant to Chapter 1.23 TMC and will state that, unless appealed or remedied, each specified violation becomes final on the 10th business day from the day the Notice has been received by the Contractor.

3. The Notice of Violation will inform the Contractor that the Violation may be remedied, and no penalty will be sought, if, within 10 business days of the date of the Notice of Violation, the Contractor achieves compliance or submits a plan to achieve compliance and receives EIC Staff approval of the plan. A document for guidance on how to achieve compliance can be located in Appendix No. 6 to these Regulations.

4. Compliance plans shall be submitted to EIC Staff and reviewed by EIC Staff and the Project Delivery Team. EIC Staff will recommend valid compliance plans to the CEDD Director for approval.

5. If the Contractor does not respond to the notice by achieving compliance or by appealing the violation within 10 days or if Contractor’s timely submitted compliance plan is not approved, the EIC Program Manager in collaboration with the CEDD Director and the Project Delivery Team will request the City Manager or Director of Utilities to impose one or more of the following penalties contained in TMC 1.07.110 A.

   a. Publish notice of the contractor’s noncompliance on the City of Tacoma Equity in Contracting webpage.
   b. Cancel, terminate, or suspend the contractor’s contract, or portion thereof.
   c. Withhold funds due contractor until compliance is achieved; and/or
d. Disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC.

e. Other appropriate recommended penalty

6. Approval of City Manager or Director of Utilities to Impose Penalties

a. The EIC Program Manager and CEDD Director will utilize the Prime Contractor Sanction Request Form found in Appendix No. 6 to these Regulations to inform the City Manager or the Director of Utilities that a Notice of Violation has become final (not appealed, not remedied by compliance or an approved compliance plan) and request the City Manager or Director of Utilities to approve the recommended penalty authorized by TMC 1.07.110 and/or to impose any different or additional appropriate penalty.

b. If the request for penalty is approved, the EIC Staff will notify the Contractor and the Project Delivery Team of the imposition of the penalty by sending the Prime Contractor Notice of Violation form contained in Appendix No. 7 to these Regulations to the Contractor by US Mail and with a courtesy copy sent by email. The Notice of Penalty form will inform the Contractor that the stated penalty becomes effective on the tenth business day following receipt of the Notice of Penalty unless Contractor appeals the penalty to the Hearing Examiner pursuant to Chapter 1.23 TMC or achieves compliance.

7. Publication of Contractor’s Non-Compliance

If the penalty of publication of notice of Contractor’s noncompliance (TMC 1.07.110 A 2) is imposed, the non-compliant Contractor’s firm name and the nature of the violation will be posted on the City of Tacoma Equity in Contracting Program website Equity in Contracting – City of Tacoma.

8. Cancellation of Penalty upon approved Contractor’s Correction of Violation

a. A Contractor has 10 business days from receipt of a Notice of Penalty to achieve compliance or submit a plan to achieve compliance. EIC Staff in consultation with the Project Delivery Team will determine if compliance is achieved or if the compliance plan is recommended for approval by the CEDD Director.

b. If it is determined that the Contractor has come into compliance with the EIC Requirements, or has an approved plan to achieve compliance, the penalty may be cancelled at the discretion of the CEDD Director.

c. If a penalty is cancelled, other applicable steps will follow. For example, if the Contract had been suspended, it will be resumed. If notice of Contractor’s violation has been published, the notice will be removed from City’s website. If funds have been withheld, payments will be resumed etc.
d. If Contractor’s compliance plan is not approved, the penalty will remain in place, however, EIC Staff will continue to work with Contractor and Project Delivery Team to attempt to achieve compliance.

IX. EIC Project Closeout Process

Upon receipt of notice from the Project Delivery Team that the project is physically completed, EIC Staff will:

A. Run B2Gnow Contract Summary Report to ensure that EIC Contract Requirements have been satisfied.
B. Check with Local Employment & Apprenticeship Training Program (LEAP) Staff to ensure LEAP Requirements have been satisfied and the project is ready to close on LCPtracker.
C. If EIC Contract Requirements are not met, EIC Staff will contact the Contractor via email with copy to the Project Delivery Team and request the Contractor provide an explanation in writing of the discrepancy between EIC Contract Requirements and the final outcomes via email to the Project Delivery Team and to EIC Staff at EICOffice@cityoftacoma.org. EIC Staff and the Project Delivery Team will review and file explanation in B2Gnow files.
D. If Contract Requirements are not met by the final outcomes and Contractor’s explanation for the discrepancy is not satisfactory EIC Staff and the Project Delivery Team may recommend a violation be found and penalty requested.
E. If Contract Requirements are met, send email to Contractor from EICOffice@cityoftacoma.org with a copy to the Project Delivery Team.

X. Certified Business Complaint Process

A. A Certified Business may submit a complaint regarding any EIC related issues utilizing three options listed below:
   - By sending an email to the EIC Staff at EICOffice@cityoftacoma.org.
   - By filling out the EIC Complaint Form available on The City of Tacoma Equity in Contracting webpage. See EIC Complaint Form as shown at Appendix No. 9 to these Regulations.
   - By calling the EIC Office line at (253) 591-5630

When a complaint has been received, EIC Staff will take the following steps:

- Record the complaint in the EIC Complaint log Database
- Send a message to the complainant acknowledging the receipt and recording of the complaint and informing complainant that an investigation will take place.
- As deemed appropriate, perform an investigation
- If an investigation is conducted, a report will be produced including a timeline of events and findings.
- Submit any final report to the EIC Program Manager for action as appropriate.
APPENDICES
Available upon request to EICOOffice@cityoftacoma.org

1. EIC Requirement Setting Methodology
2. Guidance on selecting Option 2: EIC overall Requirements
3. EIC Utilization Form
4. EIC Post Submittal Waiver Request Form
5. EIC Certified Business Termination and Substitution Request
6. EIC Guidance on Compliance Achievement Plan
7. Notice of Contractor’s Violation Form
8. EIC Sanction(s) Request Form
9. Subcontractor Complaint Form
TITLE 1

Administration and Personnel
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 Repealed.
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.

“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 provision of supplies, services, or public works to the City. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City.

“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 or requirements for individual Contracts may be adjusted as provided for in this chapter or in regulations and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N
Reserved.

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. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 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.


1.07.050 Repealed by Ordinance No. 28931. Approval as a Certified Business.


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 to Contracts.

The Program Manager shall establish department/division specific requirements for Certified Business participation in City 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.


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 Businesses:

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, a full or partial waiver of requirements 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. 28931 Ex. A; passed Jan. 9, 2024; 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 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 annual goal.

2. Supplies.

A Contractor may receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract 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.


Any Contract awarded to a Certified Business or a bidder that utilizes a Certified Business as a subcontractor shall receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract based on the percentage of...
Certified Business usage stated 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 Certified Business requirement applicable to the contract based on the value of the subcontract with the Certified Business.

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 or self-performance on such bids if they will perform the work for the scope the requirement is based upon. The Program Regulations may establish further requirements and procedures for self-utilization or self-performance by a bidder who is a Certified Business.

a. If the low bidder meets the stated Certified Business 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).


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 or termination of Certified Businesses 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.


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
enforcement 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.


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.


1.07.110 Penalties.

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;

5. Recommend disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC; and/or

6. Any other appropriate action, including a monetary penalty as such penalties may be specified in Program Regulations.

B. Prior to imposing any of the foregoing penalties, 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.


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 until such point in time that the City Council shall determine, after third party analyses, whether substantial effects or lack of opportunity of Certified Businesses 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.

The Department Director or their designee shall review this chapter with City Council standing committee on a biennial basis in order to determine whether adjustments or revisions are required and present those proposals to the City Council for approval.

PART IV

LOCAL EMPLOYMENT AND

APPRENTICESHIP TRAINING PROGRAM (LEAP)

REGULATIONS FOR

PUBLIC WORKS CONTRACTS
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.

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 $0.00 penalty
- 99% to 90% achievement $2.00 penalty
- 89% to 75% achievement $3.50 penalty
- 74% to 50% achievement $5.00 penalty
- 49% to 1% achievement $7.50 penalty
- 0% achievement $10.00 penalty
LEAP DOCUMENT SUBMITTALS**:

1. **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 AND NO WORK PERFORMED STATEMENTS**: 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
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 and No Work Performed Statements**: 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 telecommunication 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.
1.90.040 LEAP goals.

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

   a. The thresholds for this section shall be $250,000.00 for Civil Projects and $750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars ($1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor’s or Provider’s plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

<table>
<thead>
<tr>
<th>Percent of Goal Met</th>
<th>Assessment per unmet hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>90% - 99%</td>
<td>$ 2.00</td>
</tr>
<tr>
<td>75% to 89%</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>50% to 74%</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>1% to 49%</td>
<td>$ 7.50</td>
</tr>
<tr>
<td>0%</td>
<td>$10.00</td>
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</tbody>
</table>

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.
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. 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 do not 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](http://www.cityoftacoma.org/leap)
LEAP EMPLOYEE VERIFICATION FORM
Submit upon request from LEAP Office

Contractor/Sub:_________________________ Specification Number:_________________________

Project Description:__________________________________________________________________________

Employee Name:________________________________ Craft:__________________________________________

Ethnic Group (optional): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (optional): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes):___________________________________________________________

City:__________ State:_______ Zip:_______ Telephone:__________ Date of Hire:__________

Apprenticeship County:___________ Apprentice Registration I.D. (if applicable):_________________________

Age:_____ Copy of DD-214:_______

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)
_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over $1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee:________________________________________ Date:________________________

Contractor Representative:____________________________________ Date:________________________
LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

_________________________________________________________________________________________

_____ 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

The map depicts the economically distressed ZIP codes in the Puget Sound area. The map is color-coded to indicate the severity of economic distress, with darker shades representing more severe distress. The map is for reference only and was created by the City of Tacoma's Community & Economic Development Department GIS Analysis & Data Service.

© City of Tacoma, All Rights Reserved
Community & Economic Development Department
GIS Analysis & Data Service
4/26/2017

Map is for reference only.
LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

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Check addresses here:

https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb
**LOCAL EMPLOYEE REQUIREMENT ONLY**

Economically Distressed Areas
(Journeyman AND Apprentice)

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## Tacoma Public Utilities Infrastructure and Service Area

### Apprentices

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PART V

STATE PREVAILING WAGE RATES
PREVAILING WAGE RATES

This project requires prevailing wages under 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.

b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.

c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link: https://secure.lni.wa.gov/wagelookup/

REQUIRED FILINGS

The contractor and all subcontractors covered under 39.12 RCW shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.

2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, https://www.lni.wa.gov or by visiting their MY L&I account.
PART VI

INSURANCE REQUIREMENTS
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.
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).

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 Professional Liability Insurance or Errors and Omissions
For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars ($2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.
3.6 **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.

3.7 **Pollution Liability Insurance**
Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.8 **Installation Floater Insurance**
Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

3.9 **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.