



City of Tacoma
Environmental Services Department

**SPECIFICATION NO.
ES24-0057F**

**S. 18TH MANHOLE AND STORM
SEWER REPLACEMENT
BETWEEN S. LAWRENCE AND S.
PUGET SOUND AVE.**

Project No. ENV-03033-12

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES24-0057F

**S. 18TH MANHOLE AND STORM SEWER REPLACEMENT
BETWEEN S. LAWRENCE AND S. PUGET SOUND AVE.**

PROJECT NO. ENV-03033-12

DocuSigned by:

678D26DDC378445
03/14/2024



Kristy Beardemphl, P.E.
Science & Engineering Division
Environmental Services Department

326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES24-0057F

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City of Tacoma
Environmental Services / Science and Engineering

REQUEST FOR BIDS ES24-0057F
**S. 18th Manhole and Storm Sewer Replacement Between S. Lawrence and
 Puget Sound Ave.**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 2, 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:

<p>By Email: sendbid@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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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 not be held.

Project Scope: This Contract shall generally consist of removing and replacing approximately 45 linear feet of 30-Inch Class V storm sewer concrete pipe, approximately 60 linear feet of 18-Inch storm sewer pipe, and installing two manholes.

Estimate: \$295,000


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 Dawn DeJarlais by email to ddejarlais@cityoftacoma.org.

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

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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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):

Tacoma Municipal Code section 1.90_

There is no LEAP Requirement on this solicitation. However, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the LEAP Office (leap@cityoftacoma.org or (253) 591-5590) for assistance in locating qualified employees. Please visit the LEAP website for more information.

(https://www.cityoftacoma.org/government/city_departments/community_and_economic_development/local_employment_apprenticeship_training_program)

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with 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.
 - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

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

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

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

B. 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.

C. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. ES24-0057F

S. 18TH MANHOLE AND STORM SEWER REPLACEMENT BETWEEN S. LAWRENCE AND S. PUGET SOUND AVE.

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. ENV-03033-12 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 1-05.3(6)	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
2. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
3. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
4. 1-10	Pedestrian Traffic Control	1 Lump Sum	Lump Sum	\$ _____
5. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
6. 2-09	Structure Excavation Class B	314 Cu. Yd.	\$ _____	\$ _____
7. 2-09	Shoring or Extra Excavation Class B	1899 Sq. Ft.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES24-0057F

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
8. 2-14	Remove Existing Pavement, Type II, Class A4	264 Sq. Yd.	\$ _____	\$ _____
9. 2-14	Remove Existing Pavement, Type II, Class C6	45 Sq. Yd.	\$ _____	\$ _____
10. 2-15	Remove Extruded/Precast Curb	25 Lin. Ft.	\$ _____	\$ _____
11. 2-15	Remove Curb and Gutter	10 Lin. Ft.	\$ _____	\$ _____
12. 2-16	Remove Catch Basin	1 Each	\$ _____	\$ _____
13. 2-16	Remove Manhole	1 Each	\$ _____	\$ _____
14. 4-04	Crushed Surfacing Top Course	20 Ton	\$ _____	\$ _____
15. 5-04	HMA Cl. ½" PG 58H-22	56 Ton	\$ _____	\$ _____
16. 5-04	HMA Cl. ½" PG 58H-22 for Pavement Patch	8 Ton	\$ _____	\$ _____
17. 7-05	Manhole 60-In. Diam. Type 1	2 Each	\$ _____	\$ _____
18. 7-05	Manhole Additional Height 60- In. Diam. Type 1	24 Lin. Ft.	\$ _____	\$ _____
19. 7-05	Connect New Sewer Pipe 18- In. Diam. to Existing Structure	1 Each	\$ _____	\$ _____
20. 7-05	Reconnect Existing Sewer Pipe 8- In. Diam. to New Structure	6 Each	\$ _____	\$ _____
21. 7-05	Reconnect Existing Sewer Pipe 30-In. Diam to New Structure	2 Each	\$ _____	\$ _____
22. 7-05	Adjust Manhole	2 Each	\$ _____	\$ _____
23. 7-08	Plugging Existing Pipe	2 Each	\$ _____	\$ _____

Contractor's Name: _____

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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
24. 7-08	CDF for Pipe Abandonment	35 Cu. Yd.	\$ _____	\$ _____
25. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
26. 7-08	Temporary Sanitary Sewer Bypass	Force Account	Estimated	\$ <u>10,000.00</u>
27. 7-08	Temporary Storm Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
28. 7-08	Temporary Storm Sewer Bypass	Force Account	Estimated	\$ <u>10,000.00</u>
29. 7-08	Underground Utility Potholing	2 Each	\$ _____	\$ _____
30. 7-17	PVC Sanitary Sewer Pipe 8-In Diam.	28 Lin. Ft.	\$ _____	\$ _____
31. 7-17	PVC Storm Sewer Pipe 18-In. Diam.	60 Lin. Ft.	\$ _____	\$ _____
32. 7-17	Concrete Class V Storm Sewer Pipe 30-In. Diam.	43 Lin. Ft.	\$ _____	\$ _____
33. 7-17	Removal and Replacement of Unsuitable Material	257 Cu. Yd.	\$ _____ (\$30 minimum)	\$ _____
34. 7-17	Testing Sewer Pipe	131 Lin. Ft.	\$ _____	\$ _____
35. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
36. 8-01	Inlet Protection	7 Each	\$ _____	\$ _____
37. 8-01	Street Cleaning	40 Hour	\$ _____	\$ _____
38. 8-01	Erosion/Water Pollution Control	Force Account	Estimated	\$ <u>5,000.00</u>

Contractor's Name: _____
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<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
39. 8-02	Topsoil Type A	3 Cu. Yd.	\$ _____	\$ _____
40. 8-02	Roadside Restoration	Force Account	Estimated	\$ <u>10,000.00</u>
41. 8-04	Cement Conc. Traffic Curb and Gutter	15 Lin. Ft.	\$ _____	\$ _____
42. 8-06	Cement Conc. Driveway Entrance Type 1	42 Sq. Yd.	\$ _____	\$ _____
43. 8-13	Poured Monument	1 Each	\$ _____	\$ _____
44. 8-14	Cement Conc. Sidewalk	10 Sq. Yd.	\$ _____	\$ _____

Base Bid (Subtotal Items Nos. 1 - 44) \$ _____

10.3% Sales Tax (Items Nos. 1 - 44) \$ _____

Contractor's Name: _____
 Specification No. ES24-0057F
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SIGNATURE PAGE**CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT / SCIENCE AND ENGINEERING**

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

**REQUEST FOR BIDS SPECIFICATION NO. ES24-0057F
S. 18TH MANHOLE AND STORM SEWER REPLACEMENT BETWEEN S. LAWRENCE AND S. PUGET SOUND AVE.**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 19, 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.*

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

- Yes No
- Not Applicable

Washington Employment Security Department Number

Number: _____

- Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

- Not Applicable

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

- Yes No

If yes, provide an explanation of your
disqualification on a separate page.

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

- Yes No

If incorporated, in what state were you incorporated?

State: _____ Not Incorporated

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

State: _____

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

- Yes No

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business
Enterprise Requirement

11%

Women Business
Enterprise Requirement

7%

Small Business Enterprise
Requirement

20%

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-03033-12

Date of Record: 03/13/2024

Project Spec#: ES24-0057F

Project Title: S 18th Manhole and Strom Sewer Replacement Between S Lawrence and Puget Sound Ave.

*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.

1. Bidder Name:					
2. Project Title:				3. SPEC #:	
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$				
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

* 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

Initial Information:

1. Bidder Name:	ABC Construction, Inc.			3. SPEC #:	PW23-0011F
2. Project Title:	Downtown Restoration and Street Maintenance Project				
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$359,670.00				
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Traffic ABC Representative Name & Contact # below: Beth Bell – (253) 555-3333	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #4- Pedestrian Traffic Control What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	\$30,000
Survey 101, Inc. Representative Name & Contact # below: John Doe – (253) 111-2233	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Item #1 – Roadway Surveying What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	\$9,500.00
Hello Manufacturer Representative Name & Contact # below: Sam Jam – (253) 555-7899	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #66- Green Durable Product What is the Certified Firm Project Role? Subcontractor <input type="checkbox"/> Material Supplier (20%) <input checked="" type="checkbox"/>	\$10,000 <small>(In this example, Total subcontract amount is \$10,000- Only 20% of total will be applied towards *EIC Reqs)</small>
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

* 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 $(\$100,000 \times 20\%) = \$20,000$ to be applied towards the EIC Requirements

Provide a description of the scope of work, services, or materials/supplies planned to be provided by each listed Certified Business.

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.

CONTRACTResolution No.
Contract No.

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

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

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

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

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

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

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

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

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

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

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

VII. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

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

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

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier name] _____
as principal, and _____
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

Specification No. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

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

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

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

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

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

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

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

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

Resolution No. [Enter Reso # Here]
Specification No. [Enter Spec # Here]
Contract No. [Enter Contract # Here]

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: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

That we, the undersigned, [Supplier Name] _____
as principal, and _____
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 tax, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. [Enter Spec # Here] _____
Specification Title: [Enter Spec Title Here] _____
Contract No. [Enter Contract # Here] _____

(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 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: [Supplier name] _____

By: _____

Surety: _____

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

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INTRODUCTION
(March 31, 2023 Tacoma GSP)

The following special provisions shall be used in conjunction with the "2024 Standard Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road, Bridge, and Municipal Construction" as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of charge, from this location on the WSDOT home page: <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

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

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

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

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

(*****)

A pre-bid conference will not be held.

DESCRIPTION OF WORK
(***)**

This Contract shall generally consist of removing and replacing approximately 45 lineal feet of 30-Inch Class V storm sewer concrete pipe, approximately 60 lineal feet of 18-Inch storm sewer pipe, and installing two manholes and associated roadside restoration.

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

1 **Bid Opening Date**

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

3 **Award Date**

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

6 **Contract Execution Date**

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

8 **Notice to Proceed Date**

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

10 **Substantial Completion Date**

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

16 **Physical Completion Date**

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

20 **Completion Date**

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

25 **Final Acceptance Date**

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

27

28 *Supplement this Section with the following:*

29

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

34

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

38

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

41

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

45

46 **Additive**

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

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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 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.

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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."

END OF SECTION

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1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

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

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

1-02.2 Plans and Specifications

(***)**

Delete this section and replace it with the following:

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

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

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

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

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

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

Delete this section and replace it with the following:

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

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

3
4 The Contracting Agency reserves the right to arrange the proposal forms with alternates
5 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
6 bid on all alternates and additives set forth in the Proposal Form unless otherwise
7 specified.

8
9 **1-02.6 Preparation of Proposal**
10 **1-02.6 Preparation of Proposal**
11 **(July 11, 2018 APWA GSP)**

12
13 *Supplement the second paragraph with the following:*

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

18
19 *Delete the last two paragraphs, and replace them with the following:*

20
21 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
22 Subcontractor to perform those items of work.

23
24 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
25 Compliance form, provided by the Contracting Agency. Failure to return this certification
26 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
27 Award. A Contractor Certification of Wage Law Compliance form is included in the
28 Proposal Forms.

29
30 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

31
32 A bid by a corporation shall be executed in the corporate name, by the president or a
33 vice president (or other corporate officer accompanied by evidence of authority to sign).

34
35 A bid by a partnership shall be executed in the partnership name, and signed by a
36 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any
37 UDBE requirements are to be satisfied through such an agreement.

38
39 A bid by a joint venture shall be executed in the joint venture name and signed by a
40 member of the joint venture. A copy of the joint venture agreement shall be submitted
41 with the Bid Form if any UDBE requirements are to be satisfied through such an
42 agreement.

43
44 *The fourth paragraph is revised to read:*
45 **(October 18, 2013 Tacoma GSP)**

46
47 The bidder shall submit the following completed forms:
48 City of Tacoma – Equity in Contracting Utilization Form

49
50

1 **1-02.7 Bid Deposit**
2 **(March 1, 2021 GSP)**

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

4
5 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit
6 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any
7 proposal bond shall be on the Contracting Agency's form and shall be signed by the
8 Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify
9 the minimum 5 percent required. The Surety shall: (1) be registered with the Washington
10 State Insurance Commissioner, and (2) appear on the current Authorized Insurance List
11 in the State of Washington published by the Office of the Insurance Commissioner.

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

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

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

20 City of Tacoma Procurement & Payables Division
21 Tacoma Public Utilities
22 3628 S 35th St
23 Tacoma, WA 98409

24
25 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

26
27 **1-02.9 Delivery of Proposal**
28 **(March 1, 2021 Tacoma GSP)**

29
30 *Delete this section and replace it with the following:*

31
32 Each Proposal shall be submitted in a sealed envelope or shall be submitted
33 electronically via email to sendbid@cityoftacoma.org, with the Project Name and
34 Project Number as stated in the Call for Bids clearly marked on the outside of the
35 envelope, or as otherwise required in the Bid Documents, to ensure proper handling
36 and delivery.

37
38 To be considered responsive on a FHWA-funded project, the Bidder may be required
39 to submit the following items, as required by Section 1-02.6:

- 40
41
 - 42 • DBE Written Confirmation Document from each DBE firm listed on the Bidder's
 - 43 completed DBE Utilization Certification (WSDOT 272-056);
 - 44 • Good Faith Effort (GFE) Documentation
 - 45 • DBE Bid Item Breakdown (WSDOT 272-054)
 - DBE Trucking Credit Form (WSDOT 272-058)

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These documents, if applicable, shall be received either with the Bid Proposal or as a Supplement to the Bid. The documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) shall be submitted as follows:

1. In a sealed envelope labeled the same as for the Proposal, with “Supplemental Information” added, or
2. By e-mail to sendbid@cityoftacoma.org with “Supplemental Information” noted in the subject line.

All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

Proposals that are received as required will be publicly opened and read as specified in Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any “Supplemental Information” (DBE confirmations or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the Tuesday on which the normal work processes of the Contracting Agency resume.

**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)

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

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

4

- 5 1. The Bidder submits a written request signed by an authorized person and
6 physically delivers it to the place designated for receipt of Bid Proposals, and
- 7 2. The Contracting Agency receives the request before the time set for receipt of
8 Bid Proposals, and
- 9 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
10 Agency before the time set for receipt of Bid Proposals.

11

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

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

18

19 **1-02.12 PUBLIC OPENING OF PROPOSALS**
20 **(March 1, 2021 Tacoma GSP)**

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

23

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

26

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

29

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

31

32 **1-02.13 Irregular Proposals**
33 **(October 18, 2013 Tacoma GSP)**

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

35

- 36 1. A proposal will be considered irregular and will be rejected if:
 - 37 a. The Bidder is not prequalified when so required;
 - 38 b. The authorized proposal form furnished by the Contracting Agency is not
39 used or is altered;
 - 40 c. The completed proposal form contains any unauthorized additions,
41 deletions, alternate Bids, or conditions;
 - 42 d. The Bidder adds provisions reserving the right to reject or accept the award,
43 or enter into the Contract;
 - 44 e. A price per unit cannot be determined from the Bid Proposal;
 - 45 f. The Proposal form is not properly executed;
 - 46 g. The Bidder fails to submit or properly complete a Subcontractor list, if
47 applicable, as required in Section 1-02.6;
 - 48 h. The bidder fails to submit or properly complete the EIC forms as required in
49 Section 1-02.6;

- 1 i. The Bid Proposal does not constitute a definite and unqualified offer to meet
- 2 the material terms of the Bid invitation; or
- 3 j. More than one proposal is submitted for the same project from a Bidder
- 4 under the same or different names.
- 5 2. A Proposal may be considered irregular and may be reject if:
- 6 a. The Proposal does not include a unit price for every Bid item;
- 7 b. Any of the unit prices are excessively unbalanced (either above or below the
- 8 amount of a reasonable Bid) to the potential detriment of the Contracting
- 9 Agency;
- 10 c. Receipt of Addenda is not acknowledged;
- 11 d. A member of a joint venture or partnership and the joint venture or
- 12 partnership submit Proposals for the same project (in such an instance, both
- 13 Bids may be rejected); or
- 14 e. If Proposal form entries are not made in ink.
- 15

16 **1-02.14 Disqualification of Bidders**
17 **(October 18, 2013 Tacoma GSP)**

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

19
20 A Bidder will be deemed not responsible if:

- 21 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
- 22 39.04.350(1), as amended; or
- 23 2. evidence of collusion exists with any other Bidder or potential Bidder.
- 24 Participants in collusion will be restricted from submitting further bids; or
- 25 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the
- 26 work or to the full extent of the bid, or to the extent that the bid exceeds the
- 27 authorized prequalification amount as may have been determined by a
- 28 prequalification of the Bidder; or
- 29 4. an unsatisfactory performance record exists based on past or current
- 30 Contracting Agency work or for work done for others, as judged from the
- 31 standpoint of conduct of the work; workmanship; or progress; affirmative
- 32 action; equal employment opportunity practices; termination for cause; or
- 33 Disadvantaged Business Enterprise, Minority Business Enterprise, or
- 34 Women's Business Enterprise utilization; or
- 35 5. there is uncompleted work (Contracting Agency or otherwise) which in the
- 36 opinion of the Contracting Agency might hinder or prevent the prompt
- 37 completion of the work bid upon; or
- 38 6. the Bidder failed to settle bills for labor or materials on past or current
- 39 contracts, unless there are extenuating circumstances acceptable to the
- 40 Contracting Agency; or
- 41 7. the Bidder has failed to complete a written public contract or has been
- 42 convicted of a crime arising from a previous public contract, unless there are
- 43 extenuating circumstances acceptable to the Contracting Agency; or
- 44 8. the Bidder is unable, financially or otherwise, to perform the work, in the
- 45 opinion of the Contracting Agency; or
- 46 9. there are any other reasons deemed proper by the Contracting Agency; or
- 47 10. the Bidder fails to meet the Project-specific supplemental bidder responsibility
- 48 criteria listed in the 1-02.1(2); or
- 49 11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.
- 50

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

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

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

27
28 **1-02.15 Pre Award Information**
29 **(August 14, 2013 APWA GSP)**

30
31 *Revise this section to read:*

32
33 Before awarding any contract, the Contracting Agency may require one or more of these
34 items or actions of the apparent lowest responsible bidder:

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

46
47
48 **END OF SECTION**
49
50

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

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

5 *Revise the first paragraph to read:*

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

18
19 **1-03.2 Award of Contract**
20 **(March 27, 2003 Tacoma GSP)**

21
22 All references to 45 calendar days shall be revised to read 60 calendar days.

23
24 **1-03.3 Execution of Contract**
25 **(January 19, 2022 APWA GSP)**

26 *Revise this section to read:*

27
28 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),
29 the successful Bidder shall provide the information necessary to execute the Contract to
30 the Contracting Agency. The Bidder shall send the contact information, including the full
31 name, email address, and phone number, for the authorized signer and bonding agent to
32 the Contracting Agency.

33
34 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
35 available for signature by the successful bidder on the first business day following
36 award. The number of copies to be executed by the Contractor will be determined by the
37 Contracting Agency.

38
39 Within 10 calendar days after the award date, the successful bidder shall return the
40 signed Contracting Agency-prepared contract, an insurance certification as required by
41 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4. the Transfer
42 of Coverage form for the Construction Stormwater General Permit with sections I, III,
43 and VIII completed when provided. Before execution of the contract by the Contracting
44 Agency, the successful bidder shall provide any pre-award information the Contracting
45 Agency may require under Section 1-02.15.

46
47 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
48 Agency nor shall any work begin within the project limits or within Contracting Agency-
49 furnished sites. The Contractor shall bear all risks for any work begun outside such
50 areas and for any materials ordered before the contract is executed by the Contracting
51 Agency.

1
2 If the bidder experiences circumstances beyond their control that prevents return of the
3 contract documents within the calendar days after the award date stated above, the
4 Contracting Agency may grant up to a maximum of 10 additional calendar days for
5 return of the documents, provided the Contracting Agency deems the circumstances
6 warrant it.

7
8 **1-03.4 Contract Bond**
9 **(July 23, 2015 APWA GSP)**

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

11
12 The successful bidder shall provide executed payment and performance bond(s) for the
13 full contract amount. The bond may be a combined payment and performance bond; or
14 be separate payment and performance bonds. In the case of separate payment and
15 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

42
43 **1-03.5 Failure to Execute Contract**
44 **(April 15, 2020 Tacoma GSP)**

45 *The first sentence is revised to read:*

46
47 Failure to return the insurance certification and bond with the signed contract as required
48 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
49 in the contract, or failure or refusal to sign the Contract, or failure to register as a

1 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
2 of this Bidder

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END OF SECTION

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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 (January 19, 2022 APWA GSP)

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.

END OF SECTION

1 **1-05 CONTROL OF WORK**

2
3 **1-05.3 Plans and Working Drawings**
4 **(January 6, 2015 Tacoma GSP)**

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

6
7 **1-05.3 Submittals**

8
9 The Contractor shall not install materials or equipment, which requires submittals, until
10 reviewed by the Contracting Agency. Late submissions by the Contractor shall not be
11 cause for time extension.

12
13 **Submittals shall be made per Bid Item, rather than per material. The Contractor**
14 **shall be responsible for ensuring that each submittal includes cut sheets and/or**
15 **other information for all pertinent materials necessary to complete the work for**
16 **each Bid Item. It is understood that producing submittals for each Bid Item may**
17 **require multiple submittals of common materials that are associated with more**
18 **than one Bid Item. The Contractor shall also be responsible for producing**
19 **submittals that may only be associated with a Specification Section, not a**
20 **particular Bid Item.**

21
22 The Contractor shall submit electronic copies of each submittal required by the Contract
23 Documents through the Contracting Agency's web based project management software,
24 e-Builder® (see Section 1-05.19), unless otherwise required in these Special Provisions.
25 This includes, but is not limited to:

- 26 1. Shop Drawings/Plans
- 27 2. Product Data
- 28 3. Samples
- 29 4. Reports
- 30 5. Material Submittals (Ref. 1-06)
- 31 6. Progress Schedules (Ref. 1-08.3)
- 32 7. Guarantees/Warranties (Ref. 1-05.10)

33
34 Physical samples shall be delivered with a hardcopy transmittal of the e-Builder®
35 submittal.

36
37 The Engineer will return reviewed submittals through the e-Builder® web based project
38 management software for the Contractor's use.

39
40 **1-05.3(1) Submittal Schedule**

41
42 In conformance with section 1-08.3, the progress schedule shall be submitted and
43 reviewed prior to commencing any work. No delay claim shall be entertained for
44 Contractor's failure to comply.

45
46 No claim will be allowed for damages or extension of time resulting from rejection of a
47 submittal or the requirement of resubmittals as outlined by this section.

48
49 The Engineer's review will be completed as quickly as possible, but may require up to
50 ten (10) working days from the date the submittals or resubmittals are received until they
51 are sent to the Contractor. If more than ten (10) working days are required for the

1 Engineer's review of any individual submittal or resubmittal, an extension of time will be
2 considered in accordance with Section 1-08.8.

3
4 **1-05.3(2) Submittal Procedures**

5
6 Contractor submittals shall be in accordance with the following:

7
8 The Contractor shall thoroughly review each submittal for dimensions, quantities, and
9 details of the material or item shown. The Contractor shall review each submittal and
10 note any errors, omissions, or deviations with the Contract Documents. The Contractor
11 shall accept full responsibility for the completeness of each submittal.

12
13 Each submittal shall have a unique number assigned to it (via e-Builder®). On each
14 page, indicate the page number, and total number of pages in each submittal.

15
16 Each submittal shall indicate the following:

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

26
27 When submitting product data, the Contractor shall modify drawings to delete any
28 information not applicable to the project and add information that is applicable to the
29 project. The Contractor shall mark copies of printed material to clearly identify the
30 pertinent materials, products or models.

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

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

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

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

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

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

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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.

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
2-07.3(1)	Hydrant Permit
2-09.3(4)	Engineered Shoring Design for Depths Over 20 Feet
4-04	Crushed Surfacing Top Course
5-04	Asphalt Mix Design Certification
5-05	Concrete Mix Design
7-05	Manholes
7-05	Castings
7-05	Kor-N-Seal Connector
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Storm Sewer Bypass Plan
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan
7-08.3(6)	Pipe Abandonment Plan
7-08.3(6)	CDF Mix Design
7-17	Pipe materials
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-02	Topsoil Type A
8-02	Roadside Restoration Materials

1

2 **1-05.3(6) Project Red Line Drawings**

3

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

5

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

9

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

13

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

16

17 Red line drawings shall be updated on a continuous basis. The Contractor shall bring
18 the up-to-date drawings to a monthly "red line review" meeting where the Engineer will
19 verify the maintenance of the Project Red Line Drawings as part of the condition

1 precedent to approving the monthly progress payment disbursement process. Monthly
2 progress payments to the Contractor may not be processed, if red line information for
3 the involved work to date has not been accurately recorded on the Project Red Line
4 Drawings.

5
6 At the completion of the construction work, prior to pre-final payment, all Project Red
7 Line Drawings shall be submitted to the Engineer.

8
9 1. Project Red Line Drawings:

10
11 Do not permanently conceal any work until required information has been recorded.
12 Mark drawings to show the actual installation where the installation varies from the
13 work as originally shown on the Contract drawings or indicated in the Contract
14 specifications. Give particular attention to information on concealed elements that
15 would be difficult to measure and record at a later date.

- 16
17 A. Changes and information shall be clearly drawn, described and shown
18 technically correct.
19 B. Mark drawings with red erasable pencil.
20 C. Record data as soon as possible after obtaining it.
21 D. Mark any new information.
22 E. Keep accurate measurements of horizontal and vertical locations of
23 underground services and utilities.
24 F. Mark any changes made where installation varies from that shown originally,
25 such as, in materials, equipments, locations, alignments, elevations, and any
26 other dimensions of the work.
27 G. For any work not demolished, abated, or salvaged, cross out and
28 appropriately annotate "Not Complete".
29 H. Indicate revisions to drawings with a "cloud" drawn around the revision and
30 note date the revision(s) was made.
31 I. Note Request For Change (RFC), Request For Information (RFI), and similar
32 identification, where applicable.

33
34 2. Format:

35
36 Identify and date each print; include the designation "PROJECT RED LINE
37 DRAWINGS" in a prominent location.

- 38
39 A. Prints: Organize Red Line Drawings into manageable sets. Include
40 identification on cover sheets.
41 B. Identify cover sheets as follows:
42 1. Specification No.
43 2. Project Name
44 3. Date
45 4. "PROJECT RED LINE DRAWINGS"
46 5. Name of Engineer
47 6. Name of Contractor
48 C. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line
49 Drawings and submit, on a CD-R, in pdf format.
50

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

4
5
6 **1-05.3(8) Clarifications**

7
8 Clarifications of the Contract intent shall be submitted via a Request for Information
9 (RFI) using e-Builder® as described in Section 1-05.19 of the Special Provisions. The
10 Contractor shall provide a clear and concise clarification question, specific project
11 document reference such as plan detail number or specification number, proposed
12 solution to the clarification question, and provide any supporting documentation
13 necessary to understand the clarification question.

14
15 Request for Information responses provided by the Contracting Agency shall be
16 incorporated into the Project Red-Line Drawings, if resulting in a change to the Contract
17 Plans.

18
19 Request for Information responses provided by the Contracting Agency shall not be
20 construed to be a change to the Contract Documents.

21
22 **1-05.4 Conformity With and Deviations from Plans and Stakes**

23 *Add the following two new sub-sections:*

24
25
26 **1-05.4(1) Roadway and Utility Surveys**

27
28 *Supplement this section with the following:*

29 **1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility**
30 **Surveys**
31 **(July 23, 2015 APWA GSP, Option 1)**

32
33 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and
34 measurements the Engineer deems necessary for completion of the work. These shall
35 generally consist of one initial set of:

- 36 1. Slope stakes for establishing grading;
37 2. Curb grade stakes;
38 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
39 4. Offset points to establish line and grade for underground utilities such as water,
40 sewers, and storm drains.

41
42 On alley construction projects with minor grade changes, the Engineer shall provide only
43 offset hubs on one side of the alley to establish the alignment and grade.

44
45 **1-05.7 Removal of Defective and Unauthorized Work**
46 **(October 1, 2005 APWA GSP)**

47 *Supplement this section with the following:*

48
49 If the Contractor fails to remedy defective or unauthorized work within the time specified
50 in a written notice from the Engineer, or fails to perform any part of the work required by
51 the Contract Documents, the Engineer may correct and remedy such work as may be

1 identified in the written notice, with Contracting Agency forces or by such other means
2 as the Contracting Agency may deem necessary.

3
4 If the Contractor fails to comply with a written order to remedy what the Engineer
5 determines to be an emergency situation, the Engineer may have the defective and
6 unauthorized work corrected immediately, have the rejected work removed and
7 replaced, or have work the Contractor refuses to perform completed by using
8 Contracting Agency or other forces. An emergency situation is any situation when, in the
9 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
10 serious risk of loss or damage to the public.

11
12 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
13 remedying defective or unauthorized work, or work the Contractor failed or refused to
14 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
15 monies due, or to become due, the Contractor. Such direct and indirect costs shall
16 include in particular, but without limitation, compensation for additional professional
17 services required, and costs for repair and replacement of work of others destroyed or
18 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

19
20 No adjustment in Contract time or compensation will be allowed because of the delay in
21 the performance of the work attributable to the exercise of the Contracting Agency's
22 rights provided by this Section.

23
24 The rights exercised under the provisions of this section shall not diminish the
25 Contracting Agency's right to pursue any other avenue for additional remedy or
26 damages with respect to the Contractor's failure to perform the work as required.

27
28 **1-05.11 Final Inspection**

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

30
31 **1-05.11 Final Inspections and Operational Testing**
32 **(October 1, 2005 APWA GSP)**

33
34 **1-05.11(1) Substantial Completion Date**

35
36 When the Contractor considers the work to be substantially complete, the Contractor
37 shall so notify the Engineer and request the Engineer establish the Substantial
38 Completion Date. The Contractor's request shall list the specific items of work that
39 remain to be completed in order to reach physical completion. The Engineer will
40 schedule an inspection of the work with the Contractor to determine the status of
41 completion. The Engineer may also establish the Substantial Completion Date
42 unilaterally.

43
44 If, after this inspection, the Engineer concurs with the Contractor that the work is
45 substantially complete and ready for its intended use, the Engineer, by written notice to
46 the Contractor, will set the Substantial Completion Date. If, after this inspection the
47 Engineer does not consider the work substantially complete and ready for its intended
48 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
49 therefore.

50

1 Upon receipt of written notice concurring in or denying substantial completion, whichever
2 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
3 interruption, the work necessary to reach Substantial and Physical Completion. The
4 Contractor shall provide the Engineer with a revised schedule indicating when the
5 Contractor expects to reach substantial and physical completion of the work.
6

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

10 11 **1-05.11(2) Final Inspection and Physical Completion Date**

12
13 When the Contractor considers the work physically complete and ready for final
14 inspection, the Contractor by written notice, shall request the Engineer to schedule a
15 final inspection. The Engineer will set a date for final inspection. The Engineer and the
16 Contractor will then make a final inspection and the Engineer will notify the Contractor in
17 writing of all particulars in which the final inspection reveals the work incomplete or
18 unacceptable. The Contractor shall immediately take such corrective measures as are
19 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
20 diligently, and without interruption until physical completion of the listed deficiencies.
21 This process will continue until the Engineer is satisfied the listed deficiencies have been
22 corrected.
23

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

28 The Contractor will not be allowed an extension of contract time because of a delay in
29 the performance of the work attributable to the exercise of the Engineer's right
30 hereunder.
31

32 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
33 Contracting Agency, in writing, of the date upon which the work was considered
34 physically complete. That date shall constitute the Physical Completion Date of the
35 Contract, but shall not imply acceptance of the work or that all the obligations of the
36 Contractor under the contract have been fulfilled.
37

38 **1-05.11(3) Operational Testing**

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

1 Engineer, so that the Engineer may determine their suitability for the purpose for which
2 they were installed. The Physical Completion Date cannot be established until testing
3 and corrections have been completed to the satisfaction of the Engineer.

4
5 The costs for power, gas, labor, material, supplies, and everything else needed to
6 successfully complete operational testing, shall be included in the unit Contract prices
7 related to the system being tested, unless specifically set forth otherwise in the proposal.

8
9 Operational and test periods, when required by the Engineer, shall not affect a
10 manufacturer's guaranties or warranties furnished under the terms of the Contract.

11
12 *Add the following new section:*

13
14 **1-05.12(1) One-Year Guarantee Period**
15 **(March 8, 2013 APWA GSP)**

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

27
28 When corrections of defects are made, the Contractor shall then be responsible for
29 correcting all defects in workmanship and materials in the corrected work for one year
30 after acceptance of the corrections by Contracting Agency.

31
32 This guarantee is supplemental to and does not limit or affect the requirements that the
33 Contractor's work comply with the requirements of the Contract or any other legal rights
34 or remedies of the Contracting Agency.

35
36 **1-05.13 Superintendents, Labor and Equipment of Contractor**
37 **(August 14, 2013 APWA GSP)**

38
39 *Delete the sixth and seventh paragraphs of this section.*

40
41 **1-05.15 Method of Serving Notices**
42 **(March 25, 2009 APWA GSP)**

43 *Revise the second paragraph to read:*

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

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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.

- A. 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.
- B. Additional licensed user accounts may be purchased from e-Builder®.
- C. 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.
- D. Only entities with a direct Contract with the Contracting Agency will be allowed to be an authorized user.

1 **1-05.19(4) Communications**
2

3 The use of fax, email and courier communication for this project is discouraged in favor
4 of using e-Builder® to send messages. Communication functions are as follows:
5

- 6 A. Document Integrity and Revisions: Documents, comments, drawings and
7 other data posted to the system remain a permanent component of the
8 project. The originator, time and date are recorded for each document
9 submitted to the system. Submitting a new document or record with a unique
10 ID, originator, and time stamp is the method used to make modifications or
11 corrections.
- 12 B. Document Security: The system provides a method for communication of
13 documents. Documents allow security group assignment to respect the
14 contractual parties' communication with the exception that the Contracting
15 Agency Administrative Users have access to everything. **DO NOT POST**
16 **PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**
- 17 C. Notifications and Distribution: Document distribution to project members may
18 be accomplished both within the e-Builder® system and via email depending
19 on user settings. Project document distribution to parties outside of the
20 project communication system may be accomplished by secure email of
21 outgoing documents and attachments, readable by a standard email client.
- 22 D. Except for paper documents which require original signatures and large
23 format documents (greater than 11 x 17 inches), all other documents shall be
24 submitted by transmission in electronic form to the e-Builder® web site by
25 licensed users.
- 26 A. Large format documents may be transmitted by hardcopy and
27 electronically via e-Builder® as otherwise agreed, or as otherwise
28 noted in the specifications.
- 29 B. Electronic processes and document types that shall be managed via
30 e-Builder® include, but are not limited to:
- 31 i. Request for Information (RFI)
 - 32 ii. Change Order (CO)
 - 33 iii. Submittals
 - 34 iv. Transmittals, including record of documents and materials
35 delivered in hard copy
 - 36 v. Meeting Minutes
 - 37 vi. Application for Payments
 - 38 vii. Review Comments
 - 39 viii. Inspector's Daily Field Reports (IDR)
 - 40 ix. Construction Photographs
 - 41 x. Drawings
 - 42 xi. Supplemental Sketches
 - 43 xii. Schedules
 - 44 xiii. Specifications
 - 45 xiv. Inspection Reports
 - 46 xv. Survey Requests
 - 47 xvi. TV Inspection Requests
- 48

49 **1-05.19(5) Record Keeping**
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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:

- A. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
- B. Shall meet the requirements of the Contract and be approved by the Engineer;
- C. May be inspected or tested at any time during their preparation and use; and
- D. 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
2 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

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

6 *Supplement this section with the following:*

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

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

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

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

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

35 *Supplement this section with the following:*

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

40
41 **1-07.2(3) Services**

42
43 The Contractor shall not collect retail sales tax from the Contracting Agency on any
44 contract wholly for professional or other services (as defined in Washington State
45 Department of Revenue Rules 138 and 244).

46
47 **1-07.9 Wages**

48
49 **1-07.9(5) Required Documents**
50 **(March 1, 2004 Tacoma GSP)**

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

1
2 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
3 subcontractors or agents.

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

6
7 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
8 dollar amount paid to each employee for each employee classification.

9
10 Where fringe benefits are paid into approved plans, funds, or programs, the amount of
11 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified
12 Payroll Affirmation form.

13
14 **1-07.15 Temporary Water Pollution/Erosion Control**
15 **(March 23, 2010 Tacoma GSP)**

16 *This section is supplemented with the following:*

17
18 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
19 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
20 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
21 Contractor shall immediately discontinue work and initiate treatment according to the
22 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
23 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
24 the City stormwater system.

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

42
43 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
44 **(February 9, 2011 Tacoma GSP)**

45 *This section is revised to read:*

46
47 The Contractor shall prepare a project-specific spill prevention, control, and
48 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The
49 Contractor shall submit the plan to the Project Engineer no later than the date of the

1 preconstruction conference. No on-site construction activities may commence until the
2 Contracting Agency accepts an SPCC Plan for the project.

3
4 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
5 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
6 Manual (M 31-11). Occupational safety and health requirements that may pertain to
7 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
8 296-843.

9
10 **Implementation Requirements**

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

17
18 If hazardous materials are encountered or spilled during construction, the Contractor
19 shall do everything possible to control and contain the material until appropriate
20 measures can be taken. The Contractor shall supply and maintain spill response kits of
21 appropriate size within close proximity to hazardous materials and equipment.

22
23 The Contractor shall implement the spill prevention measures identified in the SPCC
24 Plan before performing any of the following:

- 25
26 1. Placing materials or equipment in staging or storage areas.
27
28 2. Refueling, washing, or maintaining equipment.
29
30 3. Stockpiling contaminated materials.

31
32 **SPCC Plan Element Requirements**

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

- 34
35 1. **Responsible Personnel**
36 Identify the name(s), title(s), and contact information, including a 24/7 emergency
37 contact number, for the personnel responsible for implementing and updating the
38 plan, including all spill responders.
39
40 2. **Spill Reporting**
41 List the names and telephone numbers of the Federal, State, and local agencies
42 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
43 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
44 City Source Control Spill Response number at 253.502.2222.
45
46 3. **Project and Site Information**
47 Describe the following items:
48 A. The project Work.
49 B. The site location and boundaries.
50 C. The drainage pathways from the site, including both stormwater and sanitary
51 conveyance pathways.

- 1 D. Nearby waterways and sensitive areas and their distances from the site.
2
3 4. Potential Spill Sources
4 Describe each of the following for all potentially hazardous materials brought or
5 generated on-site (including materials used for equipment operation, refueling,
6 maintenance, or cleaning):
7 A. Name of material and its intended use.
8 B. Estimated maximum amount on-site at any one time.
9 C. Location(s) (including any equipment used below the ordinary high water line)
10 where the material will be staged, used, and stored and the distance(s) from
11 nearby waterways and sensitive areas.
12 D. Decontamination location and procedure for equipment that comes into
13 contact with the material.
14 E. Disposal procedures.
15 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
16 material.
17 5. Pre-Existing Contamination
18 Describe any pre-existing contamination and contaminant sources (such as
19 buried pipes or tanks) in the project area that are described in the Contract
20 documents. Identify equipment and work practices that will be used to prevent
21 the release of contamination.
22
23 6. Spill Prevention and Response Training
24 Describe how and when all personnel (including refueling Contractors and
25 Subcontractors) will be trained in spill prevention, containment, and response in
26 accordance with the Plan. Describe how and when all spill responders will be
27 trained in accordance with WAC 296-824.
28
29 7. Spill Prevention
30 Describe the following items:
31
32 A. Spill response kit contents and location(s).
33 B. Security measures for potential spill sources.
34 C. Secondary containment practices and structures for all containers to handle
35 the maximum volume of potential spill of hazardous materials.
36 D. Methods used to prevent stormwater from contacting hazardous materials.
37 E. Site inspection procedures and frequency.
38 F. Equipment and structure maintenance practices.
39 G. Daily inspection and cleanup procedures that ensure all equipment used
40 below the ordinary high water line is free of all external petroleum-based
41 products.
42 H. Refueling procedures for equipment that cannot be moved from below the
43 ordinary high water line.
44
45 8. Spill Response
46 Outline the response procedures the Contractor will follow for each scenario
47 listed below. Include a description of the actions the Contractor shall take and the
48 specific on-site spill response equipment that shall be used to assess the spill,
49 secure the area, contain and eliminate the spill source, and clean up and dispose
50 of spilled and contaminated material.
51

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

- 5
- 6 A. A spill of each type of hazardous material at each location identified in 4,
7 above.
- 8 B. Stormwater that has come into contact with hazardous materials.
- 9 C. Drainage pathways from the site, including both stormwater and sanitary
10 conveyance pathways.
- 11 D. A release or spill of any unknown pre-existing contamination and contaminant
12 sources (such as buried pipes or tanks) encountered during project Work.
- 13 E. A spill occurring during Work with equipment used below the ordinary high
14 water line.
- 15

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

20

21 **9. Project Site Map**

22 Provide a map showing the following items:

- 23
- 24 A. Site location and boundaries.
- 25 B. Site access roads.
- 26 C. Drainage pathways from the site.
- 27 D. Nearby waterways and sensitive areas.
- 28 E. Hazardous materials, equipment, and decontamination areas identified in 4,
29 above.
- 30 F. Pre-existing contamination or contaminant sources described in 5, above.
- 31 G. Spill prevention and response equipment described in 7 and 8, above.
- 32

33 **10. Spill Report Forms**

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

36

37 **Payment**

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

40

41 "SPCC Plan," lump sum.

42

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

45

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

48

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

50
51

- 1 1. All costs associated with creating the accepted SPCC Plan.
- 2
- 3 2. All costs associated with providing and maintaining the on-site spill prevention
- 4 equipment described in the accepted SPCC Plan.
- 5
- 6 3. All costs associated with providing and maintaining the on-site standby spill
- 7 response equipment and materials described in the accepted SPCC Plan.
- 8
- 9 4. All costs associated with implementing the spill prevention measures identified in
- 10 the accepted SPCC Plan.
- 11
- 12 5. All costs associated with updating the SPCC Plan as required by this
- 13 Specification.
- 14

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

18 19 **1-07.16 Protection and Restoration of Property**

20 21 **1-07.16(1) Private/Public Property** 22 **(January 13, 2011 Tacoma GSP)**

23 *This section is supplemented with the following:*

24
25 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not
26 occur unless approved by the Engineer. All stockpile sites shall be restored to as good
27 or better condition.

28
29 The Contractor shall contact all property owners and tenants in the vicinity of this project,
30 via newsletter/ mailing, a minimum of one (1) week prior to start of construction. The
31 Contractor shall submit a draft of the property owner notification prior to posting/ mailing.

32
33 The newsletter/ mailing shall advise the owners and tenants of the construction schedule
34 and indicate the Contractor's name, contact person, and telephone numbers.

35 36 **1-07.17 Utilities and Similar Facilities** 37 **(June 1, 2023 Tacoma GSP)**

38 *The first paragraph is supplemented with the following:*

39
40 Public and private utilities or their Contractors will furnish all work necessary to adjust,
41 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
42 these Special Provisions. Such adjustment, relocations, replacement, or construction
43 will be done within the time for performance of this project. The Contractor shall
44 coordinate their work with such adjustment, relocation, or replacement of utility work.
45 This may require the Contractor to phase their work in a manner that will allow for the
46 utility work.

47
48 The Contractor shall coordinate their work with all utilities and other organizations which
49 have to adjust or revise their facilities within the project area. These may include, but
50 are not limited to:

- 1 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 2 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 3 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 4 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
- 5 Brian.Munson@Rainierconnect.net
- 6 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790;
- 7 michael.klapperich@pse.com OR Amber Uhls, Gas, phone: (253) 476-6137;
- 8 amber.uhls@pse.com
- 9 • Lumen, Contact: Al (Aliyah) Skaro, relocations@lumen.com
- 10 • Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545;
- 11 chrisjanoski@terratechllc.net
- 12 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955,
- 13 todd_gallant@cable.comcast.com
- 14 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-
- 15 9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve Duppenthaler,
- 16 phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson, phone: (425)
- 17 896-9839; roberta.anderson@sienaengineeringgroup.com
- 18 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 19 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 20 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 21 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 22 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725;
- 23 sschauer@cogentco.com
- 24 • Zayo Communications, Contact: Phil Braum, phil.braum@zayo.com ;
- 25 zayo.relo.washington@zayo.com

26

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

34

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

36

37 **1-07.18 Public Liability and Property Damage Insurance**

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

39

40 **1-07.18 Insurance**

41 **(December 17, 2019 Tacoma GSP)**

42

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

48

49 Failure by the Contracting Agency to identify a deficiency in the insurance
50 documentation provided by the Contractor or failure of the Contracting Agency to

1 demand verification of coverage or compliance by the Contractor with these insurance
2 requirements shall not be construed as a waiver of the Contractor's obligation to
3 maintain such insurance.

4
5 *This section is supplemented with the following;*

6
7 The project specific Insurance Requirements for the Contractor are included in Appendix
8 B of these specifications.

9
10 **1-07.23 Public Convenience and Safety**

11
12 **1-07.23(1) Construction Under Traffic**
13 **(May 2, 2017 APWA GSP)**

14
15 *Revise the third sentence of the second paragraph to read:*

16
17 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
18 approved by the Contracting Agency activating pedestrian recall timing or other
19 accommodation may be allowed during construction.

20
21 **1-07.23(1) Construction under Traffic**
22 **(March 1, 2004 Tacoma GSP)**

23 *This section is supplemented with the following:*

24
25 The following special traffic requirements shall be adhered to during all phases of
26 construction:

27
28 South Union Avenue (arterial), South 18th Street, South Lawrence Street, and all
29 associated alleys shall remain fully open to two-way vehicular (in separate lanes) and
30 pedestrian traffic at all times.

31
32 **EXCEPTION:**

33
34 1. South 18th Street will be allowed to be closed for the maximum of five days in
35 the vicinity of the planned work, with a detour implemented for vehicular traffic. If
36 work zone impacts the sidewalk area and requires a sidewalk closure, only one
37 side of the sidewalk may be closed at a time and a pedestrian detour will need to
38 be implemented and maintained. Emergency vehicle access will need to be
39 provided through the work zone.

40
41 2. During non-construction hours, the project area shall be left in a state that
42 permits walkability, mobility, and/or on-street parking (as was allowable prior to
43 project start) so long as the permitted vehicular, pedestrian, and/or parking
44 access does not hamper the flow of traffic, temporary traffic control, safety,
45 and/or the state of the area does not preclude legal access (unless otherwise
46 arranged) for affected properties.

47
48 3. Any demolition, or closure of pedestrian accessibility, at a given corner of an
49 intersection must be limited to that given corner, with the remaining three corners
50 at the intersection (at a minimum) being used to facilitate a pedestrian detour,
51 until full accessibility or an accessible connection with at least one other corner

1 can be re-established. Any temporary pedestrian access path/route that may be
2 employed shall provide equivalent to, or better, accessibility than the unavailable
3 path/route in accordance with the Americans with Disabilities Act and the
4 Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-
5 Way (PROWAG) and shall only direct pedestrians to approved pedestrian routes
6 and legal locations for roadway crossings.
7

8 4. Proposed work and associated temporary traffic control plans, even if abiding
9 by the above allowances, may not always be permitted to occur concurrently
10 depending on the nature of the work, the temporary traffic control provisions in
11 use, and/or the impact of the work/traffic control. Any proposed concurrency
12 shall be indicated in the contractor's temporary traffic control plan submittal,
13 which will then be reviewed by the City, and approved as allowable.
14

15 To minimize the disruption to access to adjacent properties/businesses, the lane closure
16 area shall be limited to that area of active work and necessary for appropriate lane
17 closure tapers. The Contractor shall stage work to maintain access to and egress from
18 all properties at all times. This could require multiday advance coordination with
19 businesses that have specific access needs during construction, which could result in
20 phased concrete pours or weekend work.
21

22 A safe pedestrian access shall be provided at all times through the project area. All lane
23 closures shall be coordinated with the adjacent businesses, other contractors working
24 within the project vicinity, local transit agencies and the City.
25

26 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
27 construction work, parking may be restricted either entirely or during the time when it
28 creates a hazard. Signs for restricting parking shall be approved by the City and placed
29 by the Contractor. The Contractor shall be responsible for and shall maintain all such
30 signs. The replacement of signs restricting parking shall be as approved by the
31 Engineer.
32

33 The Contractor shall notify and coordinate with all property owners, business owners,
34 and tenants of detours, street and alley closures, or other restrictions that may interfere
35 with their access. Notification shall be at least seventy-two (72) hours in advance for
36 residential properties and at least five (5) working days in advance for commercial
37 properties.
38

39 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
40 times. In addition, the Contractor shall coordinate Contractor activities with all disposal
41 firms and transit bus service that may be operating in the project area.
42

43 If street closures or lane restrictions, not provided for in the Specifications, are allowed
44 subsequent to award of the contract, an equitable adjustment of the Contract amount
45 shall be negotiated.
46

47 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
48 areas of public traffic or where such debris may be transported into a drainage system.
49 When construction operations are such that debris from the work is deposited on the
50 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or
51 debris which may accumulate on the roadway surface. Should daily removal be

1 insufficient to keep the streets clean, the Contractor shall perform removal operations on
 2 a more frequent basis. If the Engineer determines that a more frequent cleaning is
 3 impractical or if the Contractor fails to keep the streets free from deposits and debris
 4 resulting from the work, the Contractor shall, upon order of the Engineer, provide
 5 facilities for and remove all deposits from the tires or between wheels before trucks or
 6 other equipment will be allowed to travel over paved streets. Should the Contractor fail
 7 or refuse to clean the streets in question, or the trucks or equipment in question, the
 8 Engineer may order the work suspended at the Contractor's risk until compliance with
 9 Contractor's obligations is assured, or the Engineer may order the streets in question
 10 cleaned by others and such costs incurred by the City in achieving compliance with
 11 these contract requirements, including cleaning of the streets, shall be deducted from
 12 moneys due or to become due the Contractor on monthly estimate. The Contractor shall
 13 have no claim for delay or additional costs should the Engineer choose to suspend the
 14 Contractor's work until compliance is achieved.

15

16 **1-07.23(2) Construction and Maintenance of Detours**
 17 **(April 1, 2018 Tacoma GSP)**

18 *This section is supplemented with the following:*

19

20 Detour signing during any allowed road closures shall be in accordance with Detour
 21 Plans, when included in the Contract Documents. When plans are not included in the
 22 Contract Documents, the Contractor shall submit plans for detours in accordance with
 23 the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the
 24 Contractor believes an alternate plan will safely and adequately maintain vehicular and
 25 pedestrian traffic, the Contractor may submit alternate plans to those for traffic control
 26 and detours required by MUTCD or contract documents. Such alternate plans must
 27 comply with the MUTCD and shall be in writing and submitted to the Engineer at least
 28 fifteen (15) days in advance of their intended use. In general, detouring of arterial traffic
 29 must be accomplished on streets designated as City Arterials. Detouring of arterial
 30 traffic on non-arterial streets will not be allowed. The acceptance of any alternate plan
 31 shall be entirely at the discretion of the Engineer and the Contractor shall have no claim
 32 by reason of a plan being rejected or modified, nor shall there be any additional payment
 33 by reason of using a substitute plan.

34

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

39

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

43

44 Tacoma Fire Dept.	(253-591-5775)
45 Tacoma Police Dept.	(253-591-5932)
46 LESA Communications Center	(253-798-4721 - Opt.#2)
47 Tacoma Public Schools Transportation Office	(253-571-1853)
48 Pierce Transit	(253-581-8001)
49 Tacoma Environmental Services Solid Waste	(253-591-5544)
50 Tacoma Public Works Engineering Division	(253-591-5500)
51 Tacoma Public Works Streets and Grounds	(253-591-5495)

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

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

5
6 Street Right of Way lines, limits of easements, and limits of construction permits are
7 indicated in the Plans. The Contractor's construction activities shall be confined within
8 these limits unless arrangements for use of private property are made.

9
10 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
11 way and easements, both permanent and temporary, necessary for carrying out the
12 work. Exceptions to this are noted in the Bid Documents or will be brought to the
13 Contractor's attention by a duly issued Addendum.

14
15 Whenever any of the work is accomplished on or through property other than public
16 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any
17 easement agreement obtained by the Contracting Agency from the owner of the private
18 property. Copies of the easement agreements may be included in the Contract
19 Provisions or made available to the Contractor as soon as practical after they have been
20 obtained by the Engineer.

21
22 Whenever easements or rights of entry have not been acquired prior to advertising,
23 these areas are so noted in the Plans. The Contractor shall not proceed with any portion
24 of the work in areas where right of way, easements or rights of entry have not been
25 acquired until the Engineer certifies to the Contractor that the right of way or easement is
26 available or that the right of entry has been received. If the Contractor is delayed due to
27 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
28 entry or right of way, the Contractor will be entitled to an extension of time. The
29 Contractor agrees that such delay shall not be a breach of contract.

30
31 Each property owner shall be given 48 hours' notice prior to entry by the Contractor.
32 This includes entry onto easements and private property where private improvements
33 must be adjusted.

34
35 The Contractor shall be responsible for providing, without expense or liability to the
36 Contracting Agency, any additional land and access thereto that the Contractor may
37 desire for temporary construction facilities, storage of materials, or other Contractor
38 needs. However, before using any private property, whether adjoining the work or not,
39 the Contractor shall file with the Engineer a written permission of the private property
40 owner, and, upon vacating the premises, a written release from the property owner of
41 each property disturbed or otherwise interfered with by reasons of construction pursued
42 under this contract. The statement shall be signed by the private property owner, or
43 proper authority acting for the owner of the private property affected, stating that
44 permission has been granted to use the property and all necessary permits have been
45 obtained or, in the case of a release, that the restoration of the property has been
46 satisfactorily accomplished. The statement shall include the parcel number, address,
47 and date of signature. Written releases must be filed with the Engineer before the
48 Completion Date will be established.

49
50
51 **END OF SECTION**

1
2
3 **1-08 PROSECUTION AND PROGRESS**

4
5 *Add the following new section:*

6 **1-08.0 Preliminary Matters**
7 **(May 25, 2006 APWA GSP)**

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

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

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

23
24 The Contractor shall prepare and submit at the preconstruction conference the following:

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

28
29 *Add the following new section:*

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

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

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

46
47 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
48 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be
49 subject to noise control requirements. Approval to continue work during these hours
50 may be revoked at any time the Contractor exceeds the Contracting Agency's noise
51 control regulations or complaints are received from the public or adjoining property

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

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

18
19 *Add the following new section:*

20 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
21 **(September 29, 2009 Tacoma GSP)**

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

30
31 The Contractor by these specifications does hereby authorize the Engineer to deduct
32 such costs from the amount due or to become due to the Contractor.

33
34 **1-08.1(5) Restrictions on Subcontracting**
35 **(August 8, 2023 Tacoma GSP)**

36
37 *This section is deleted.*

38
39 **1-08.1(7)A Payment Certification**
40 **(August 8, 2023 Tacoma GSP)**

41
42 *This section is deleted.*

43
44 *Replace 1-08.1(8) in its entirety with the following:*
45 **1-08.1(8) Subcontracting – Equity in Contracting**
46 **(August 8, 2023 Tacoma GSP)**

47
48 The Contractor shall follow the Equity in Contracting Program included in Part III, which
49 shall be considered part of the Contract.

50

1 **1-08.4 Prosecution of Work**

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

3

4 **1-08.4 Notice to Proceed and Prosecution of Work**

5 **(*****)**

6

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

16

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

24

25 *This section is supplemented with the following:*

26

27 The Contractor must start work on the S. 18th St. 30-inch storm main improvements.
28 Once the new storm system is reconnected in S. 18th the Contractor shall coordinate
29 with Insituform Technologies, LLC about restoration timing. While Insituform
30 Technologies, LLC is performing their work on the 30-inch main north of the new
31 manhole constructed in S. 18th St. the Contractor shall commence work on the 60 lineal
32 feet of 18-inch storm main.

33

34 For coordination of work for the 30-inch and 18-inch storm main replacement work with
35 the City's other Contractor's work at this location, the contact information for Insituform
36 Technologies, LLC is as follows:

37

38 Jerry Zimmerman
39 Jzimmerman768@aegion.com
40 (503)-486-6271

41

42

43 **1-08.5 Time for Completion**
44 **(March 16, 2016 Tacoma GSP)**

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

46

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

48

49 Each working day shall be charged to the contract as it occurs, until the contract work is
50 physically complete. If substantial completion has been granted and all the authorized
51 working days have been used, charging of working days will cease. Each week the

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

14
15 *Revise the sixth paragraph to read:*

16
17 The Engineer will give the Contractor written notice of the completion date of the
18 contract after all the Contractor's obligations under the contract have been performed by
19 the Contractor. The following events must occur before the Completion Date can be
20 established:

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

34
35 *This section is supplemented with the following:*
36 **(March 1, 2004 Tacoma GSP)**

37
38
39 This project shall be physically completed within 30 working days.

40
41 **1-08.9 Liquidated Damages**
42 **(March 3, 2021 APWA GSP, Option B)**

43 *Revise the second and third paragraphs to read:*

44
45 Accordingly, the Contractor agrees:

- 46
47 1. To pay (according to the following formula) liquidated damages for each working
48 day beyond the number of working days established for Physical Completion,
49 and

50

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

3

4 **Liquidated Damages Formula**

5

6 $LD = 0.15C/T$

7

8 Where:

9 LD = liquidated damages per working day (rounded to the nearest dollar)

10 C = original Contract amount

11 T = original time for Physical Completion

12

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

24

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END OF SECTION

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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.

1 The progress estimates are subject to change at any time prior to the calculation of the
2 final payment.

3
4 The value of the progress estimate will be the sum of the following:

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

14
15 Progress payments will be made in accordance with the progress estimate less:

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

20
21 Progress payments for work performed shall not be evidence of acceptable performance
22 or an admission by the Contracting Agency that any work has been satisfactorily
23 completed. The determination of payments under the contract will be final in accordance
24 with Section 1-05.1.

25
26 *This section is supplemented with the following:*
27 **(January 6, 2015 Tacoma GSP)**

28
29 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
30 include all costs for labor, equipment, materials, and taxes (as applicable) associated
31 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
32 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
33 Standard Specifications.

34
35 Stockpiled Material - The point of acceptance of stockpiled material for payment and
36 quality shall be at the time of incorporation into the contract.

37
38 **1-09.9(1) Retainage**
39 **(May 10, 2006 Tacoma GSP)**

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

- 41
- 42 1. A “General Release to the City of Tacoma” is on file with the Contracting Agency.
- 43 2. A release has been obtained from the City of Tacoma’s City Clerk’s Office.

44
45 **1-09.13(3)A Administration of Arbitration**
46 **(October 1, 2005 APWA GSP)**

47 *Revise the third paragraph to read:*

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

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1-10 TEMPORARY TRAFFIC CONTROL

**1-10.1 General
(April 7, 2014, WSDOT GSP)**

This section is supplemented with the following:

**Temporary Pedestrian Access
(*****)**

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

Automated Flagger Assistance Devices

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

**1-10.1(2) Description
(July 22, 2019 Tacoma GSP)**

This section is supplemented with the following:

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

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

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

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

Traffic Control Management

**1-10.2(1) General
(January 10, 2022)**

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

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

1 The Northwest Laborers-Employers Training Trust
2 27055 Ohio Ave.
3 Kingston, WA 98346
4 (360) 297-3035
5 <https://www.nwlett.edu>
6

7 Evergreen Safety Council
8 12545 135th Ave. NE
9 Kirkland, WA 98034-8709
10 1-800-521-0778
11 <https://www.esc.org>
12

13 The American Traffic Safety Services Association
14 15 Riverside Parkway, Suite 100
15 Fredericksburg, Virginia 22406-1022
16 Training Dept. Toll Free (877) 642-4637
17 Phone: (540) 368-1701
18 <https://altssa.com/training>
19

20 Integrity Safety
21 13912 NE 20th Ave.
22 Vancouver, WA 98686
23 (360) 574-6071
24 <https://www.integritysafety.com>
25

26 US Safety Alliance
27 (904) 705-5660
28 <https://www.ussafetyalliance.com>
29

30 K&D Services Inc.
31 2719 Rockefeller Ave. Everett, WA 98201
32 (800) 343-4049
33 <https://www.kndservices.net>
34

35 **1-10.3 Traffic Control Labor, Procedures, and Devices**
36

37 **1-10.3(1) Traffic Control Labor**

38 *The first paragraph is revised to read:*
39

40 The Contractor shall furnish all personnel for flagging and spotting, for the execution of
41 all procedures related to temporary traffic control and for the setup, maintenance and
42 removal of all temporary traffic control devices and construction signs necessary to
43 control vehicular, bicycle, and pedestrian traffic during construction operations.
44

45 **1-10.3(1)A Flaggers**

46 *This heading is revised to read:*
47

48 **1-10.3(1)A Flaggers and Spotters**

49 **(*****)**
50

51 *This section is supplemented with the following:*

1
2 The Contractor shall provide a spotter where needed and when indicated on the plans
3 and/or with these Specifications. The spotters sole duties are as follows: the spotter shall
4 walk ahead of the construction vehicle in the direction of vehicle travel to insure no
5 student, school employee, school visitors, or other pedestrians are in the path of vehicle
6 travel, as well as exclusively assisting with the navigation of pedestrians through,
7 around, adjacent to, and/or through the work zone or adjoining traffic control areas as
8 indicated in the traffic control plans or as directed to do so on-site. In the course of these
9 responsibilities, the spotter shall signal the vehicle to stop should a student, school
10 employee, visitor, or other pedestrian be in the immediate path of the vehicle. The
11 vehicle shall remain stopped under the direction of the spotter until all pedestrians are
12 out of the immediate path of the vehicle.

13 14 **1-10.3(1)B Other Traffic Control Labor**

15 *This section is revised to read:*

16
17 In addition to flagging duties, the Contractor shall provide personnel for all other traffic
18 control procedures required by the construction operations and for the labor and
19 equipment to install, maintain, and remove any traffic control devices shown on Traffic
20 Control Plans.

21 22 **1-10.3(2) Traffic Control Procedures**

23 *Section 1-10.3(2) is supplemented with the following:*

24 25 **1-10.3(3)A Construction Signs** 26 **(January 11, 2006 Tacoma GSP)**

27 *The fifth paragraph is revised to read:*

28
29 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the
30 Engineer deems to be unacceptable while their use is required on the project shall be
31 replaced by the Contractor at their expense.

32 33 **1-10.3(3)C Portable Changeable Message Sign** 34 **(August 4, 2010 Tacoma GSP)**

35 *This section is supplemented with the following:*

36
37 Portable Changeable Message Signs shall be required on arterials streets where
38 construction occurs for durations longer than seven (7) calendar days. Signs shall be
39 solar charged and programmable. Signs shall be provided a minimum of seven (7)
40 calendar days prior to construction and remain through the duration of the construction
41 on the arterial street. Signs shall be provided on each end of the arterial street
42 construction zone notifying oncoming traffic of the construction conditions. All costs
43 associated with providing and maintain the signs for the required duration shall be
44 included in the proposal item, "Project Temporary Traffic Control", per lump sum.

45
46 **(*****)**

47 To prevent hackers from getting access to the Portable Change Message Signs
48 (PCMS), the contractor is required to change the default password and to take other
49 appropriate measures for field access to message control features on the PCMS. In
50 addition, the contractor shall verify the PCMS control box, if any, is secured and locked

1 from tampering during the daily review of the work zone set up and conditions of the
2 traffic control devices.

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

6 *This section is supplemented with the following:*

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

10
11 The bid proposal contains the item "Project Temporary Traffic Control", lump sum and
12 the additional temporary traffic control items listed below. The provisions of Section 1-
13 10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

14
15 ***

16 "Pedestrian Traffic Control", per lump sum

17
18 ***

19
20 **1-10.5 Payment**

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

24 *This section is supplemented with the following:*

25
26 The Bid Item "Pedestrian Traffic Control" is supplemented with the following:

27
28 All costs incurred for "Temporary Pedestrian Access" and "Spotter" shall be included in
29 the price per lump sum for "Pedestrian Traffic Control", according to Section 1-10.

30
31
32 **END OF SECTION**
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**2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS
(December 9, 2005 Tacoma GSP)**

2-02.3(3) Removal of Pavement, Sidewalks, and Curbs
This section is deleted.

Section 2-02.3 is supplemented with the following:

END OF SECTION

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**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.

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**2-09 STRUCTURE EXCAVATION
(March 17, 2016 Tacoma GSP)**

2-09.4 Measurement

This section is supplemented with the following:

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

The fourth paragraph is revised to read:

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

2-09.5 Payment

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

"Structure Excavation Class B", per cubic yard.

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

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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. |

1 **Class CA** Class CA pavement removal shall apply to all pavements that have a
 2 wearing surface of asphalt concrete upon a cement concrete
 3 pavement or, cement concrete base, and for which the total combined
 4 thickness of the pavement averages between six inches and twelve
 5 inches.
 6

7 **Class H** Class H pavement removal shall apply to early type pavement of a
 8 cement concrete base with a brick or cobblestone surface and
 9 potentially an additional layer of asphalt concrete pavement for which
 10 the total combined thickness of the pavement averages between ten
 11 inches and twenty inches.
 12

13 **2-14.3 Construction Requirements**

14 All final meetlines shall be sawcut.

15
 16
 17 Where monolithic cement concrete pavement and curb are being removed, the curb
 18 removal shall be considered as pavement removal, and the measurement for payment
 19 will be to the back of the curb.
 20

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

27 In the event a pavement averages more than the maximum thickness specified for its
 28 class, an additional payment will be made to cover the extra thickness removed by a
 29 proportional conversion into additional square yards.
 30

31 **2-14.4 Measurement**

32
 33 Pavement removal will be measured per square yard.
 34

35 Type I pavement removal will be measured in its original position through the use of
 36 survey techniques.
 37

38 **2-14.5 Payment**

39
 40 Payment will be made in accordance with Section 1-04.1.

41
 42 “Remove Existing Pavement, Type ____ Class ____”, per square yard
 43

44 All costs associated with saw cutting meet lines shall be included in the unit Contract
 45 price for pavement removal.
 46

47
 48 **END OF SECTION**
 49
 50

1 **2-15 CURB AND CURB AND GUTTER REMOVAL**
2 **(March 17, 2003 Tacoma GSP)**

3
4 **2-15.1 Description**

5
6 The Work described in this section includes the complete removal and disposal of curbs
7 and curb and gutter identified on the Plans or as marked in the field.

8
9 **2-15.2 Curb Classification**

10
11 Removal of curb and/or curb and gutter will be based on composition, as defined below:

12
13 **Integral Curb** - Integral curb shall consist of curb that is constructed monolithic with the
14 adjacent cement concrete pavement.

15
16 **Curb** - Curb may consist of cement concrete curb, granite curb, or any other
17 combination of rigid material that extends below the pavement surface elevation.

18
19 **Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete
20 extruded or precast curb that is installed on a pavement surface.

21
22 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete curb
23 with a brick gutter on a cement concrete base, or other combination of rigid material.

24
25 **2-15.3 Construction Requirements**

26
27 Integral curb removal shall consist of the removal of the curb and the integral base
28 section under the curb. The removal shall be accomplished by sawcutting along the
29 face of the curb.

30
31 The removal of the curb and/or curb and gutter shall be conducted in such a manner as
32 not to damage utilities and any portion of the improvement that is to remain in place.
33 Any deviation in this matter will obligate the Contractor, at no expense to the Contracting
34 Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the
35 Engineer.

36
37 **2-15.4 Measurement**

38
39 Curb and curb and gutter removal will be measured per linear foot.

40
41 **2-15.5 Payment**

42
43 Payment will be made in accordance with Section 1-04.1.

44
45 "Remove Extruded/Precast Curb", per linear foot

46
47 All costs associated with saw cutting necessary for the removal of curb and/or curb and
48 gutter shall be included in the unit Contract price for removal.

49
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51 **END OF SECTION**

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

2-16.1 Description

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

2-16.2 Vacant

2-16.3 Construction Requirements

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

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

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

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

2-16.4 Measurement

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

2-16.5 Payment

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

“Remove Catch Basin”, per each

“Remove Manhole”, per each

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

END OF SECTION

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**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

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4-04 BALLAST AND CRUSHED SURFACING
(March 17, 2003 Tacoma GSP)

4-04.5 Payment

This section is supplemented with the following:

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

END OF SECTION

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

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

4
 5 Nonstatistical or test point evaluation shall be the method for HMA compaction
 6 acceptance for all HMA pavement, except where visual or commercial evaluation is
 7 specified. Visual evaluation shall be considered synonymous with commercial
 8 evaluation. The Contracting Agency will not be required to perform any acceptance by
 9 statistical evaluation.

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

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

23
 24 **5-04.2 Materials**

25
 26 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
 27 **(April 1, 2018 Tacoma GSP)**

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

30
 31 **5-04.2(2) Mix Design – Obtaining Project Approval**
 32 **(April 1, 2018 Tacoma GSP)**

33 *This section is revised to read:*

34
 35 The Contactor shall submit each HMA mix design to the Contracting Agency on
 36 WSDOT Form 350-042. The Contractor shall provide a mix design based upon 3
 37 million ESAL’s.

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

46
 47 Mix designs for HMA shall have the aggregate structure and asphalt binder
 48 content determined in accordance with WSDOT Standard Operating Procedure
 49 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6). The
 50 Contractor shall determine anti-strip additive requirements for the HMA and

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

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

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

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

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

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

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

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

38 *This section is revised to read:*

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

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

50

1 **5-04.3 Construction Requirements**

2
3 **5-04.3(2) Paving Under Traffic**
4 **(April 1, 2018 Tacoma GSP)**

5 *The second paragraph is supplemented with the following:*

6
7 No traffic shall be allowed on any newly placed pavement without the approval of the
8 Engineer.

9
10 **5-04.3(3)C Pavers**
11 **(April 1, 2018 Tacoma GSP)**

12 *The second paragraph is deleted.*

13
14 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**
15 **(April 1, 2018 Tacoma GSP)**

16 *The first paragraph is revised to read:*

17
18 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving
19 areas are specified below. A MTD/V shall only be used according to this special
20 provision for the following paving areas:

21
22 None

23
24 **5-04.3(4)C Pavement Repair**
25 **(*****)**

26 *This section is revised to read:*

27
28 Pavement repair shall be in accordance with the City of Tacoma Right-of-Way
29 Restoration Policy found at:

30
31 https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way

32
33 Pavement repair consists of asphalt concrete saw-cutting, removing asphalt concrete
34 pavement, removing crushed surfacing and subgrade, and installing Construction
35 Geotextile for Separation, placing crushed surfacing top course over the Construction
36 Geotextile, and HMA in accordance with the Contract or as directed by the Engineer.

37
38 Pavement repair excavation may also be performed by the use of a milling machine of a
39 type that has operated successfully on work comparable with that to be done under the
40 Contract and shall be approved by the Engineer prior to use. If a milling machine is
41 used for excavation, the excavation shall be as directed by the Engineer.

42
43 In all types of excavation, after the removal of the asphalt, the base material will be
44 evaluated by the Engineer to determine if it is suitable. If the base is determined not to
45 be suitable, the Contractor shall remove the base material and restore the sub-grade in
46 accordance with Section 2-06 and the Plans, regardless of the method used for
47 excavation.

48
49 Estimated plan quantities for pavement repair are approximate and are provided for
50 bidding purposes only. The actual dimensions to be used will be verified by the
51 Engineer at the time of construction. Contrary to Section 1-04.6, no changes to the unit

1 prices bid for the various items will be permitted due to any increase or decrease in the
2 amount of pavement repair.

3
4 **5-04.3(6) Mixing**
5 **(Aug 1, 2020 Tacoma GSP)**

6 *The first paragraph is revised to read:*

7
8 The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid
9 asphalt binder prior to shipment to the asphalt mixing plant, when the mix design
10 includes these additives. The Contractor shall submit the anti-stripping additive amount
11 and the manufacturer's certification, together with the HMA mix design submittal in
12 accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive
13 submittal is accepted by the Engineer.

14
15 **5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**
16 **(Aug 1, 2020 Tacoma GSP)**

17 *This section is revised to read:*

18
19 Sample aggregate in accordance with Section 3-04 prior to being incorporated into HMA.
20 The Contracting Agency shall evaluate the aggregate according to Special Provision 3-
21 04. Aggregate contributed from RAP or RAS shall not be evaluated under Section 3-04.

22
23 The combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA Mix
24 Design report or evaluation report per Special Provision 5-04.2(2) will be used for VMA
25 calculations. The Contracting Agency shall not be required to perform a Gsb test.

26
27 **5-04.3(9) HMA Mixture Acceptance**
28 **(April 1, 2018 Tacoma GSP)**

29 *The first paragraph is revised to read:*

30
31 The Contracting Agency will evaluate the HMA mixture by nonstatistical or visual
32 evaluation as determined from the criteria in Table 7 or as determined by the Engineer.

33
34 **5-04.3(9)A Test Sections**
35 **(April 1, 2018 Tacoma GSP)**

36 *The first paragraph is revised to read:*

37
38 At the start of paving, if requested by the Contractor, a compaction test section shall be
39 constructed as directed by the Engineer to determine the compactibility of the mix
40 design. Compactibility shall be based on the ability of the mix to attain the specified
41 minimum density (91 percent of the maximum density determined by WSDOT SOP 729,
42 and FOP for AASHTO T 209).

43
44 Following determination of compactibility, the Contractor is responsible for the control of
45 the compaction effort. If the Contractor does not request a test section, the mix will be
46 considered compactible. See also Section 5-04.3(10)C2.

47
48 The Contractor shall also construct a test section when requested by the Engineer. Test
49 sections that are in complete compliance with the requirements of Section 5-04 can be
50 incorporated into the Work, and shall be included in the quantities for related Bid Items;
51 otherwise, the Contractor shall remove the defective pavement in failed test sections as

1 determined by the Engineer and at no cost to the Contracting Agency. The Contracting
 2 Agency will only pay for HMA pavement that is accepted and incorporated into the
 3 project at the discretion of the Engineer. See also Section 5-04.3(10)C2.

4
 5 *The second paragraph is revised to read:*

6
 7 The purpose of a test section is to determine whether or not the Contractor's mix design
 8 and production processes will produce HMA meeting the Contract requirements related
 9 to mixture. Construct HMA mixture test sections at the beginning of paving, using at
 10 least 100 tons and a maximum of 800 tons or as specified by the Engineer. Each test
 11 section shall be constructed in one continuous operation.

12
 13 **5-04.3(9)B Mixture Acceptance – Statistical Evaluation**
 14 **(April 1, 2018 Tacoma GSP)**

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

16 **5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation**

17
 18 **5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots**
 19 **(April 1, 2018 Tacoma GSP)**

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

21 **5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

22 *This section is revised to read:*

23
 24 For HMA in a structural application, sampling and testing for total project quantities less
 25 than 400 tons is at the discretion of the engineer. For HMA used in a structural
 26 application and with a total project quantity less than 800 tons but more than 400 tons, a
 27 minimum of one acceptance test shall be performed:

- 28
 29 i. If test results are found to be within specification requirements, additional
 30 testing will be at the engineer's discretion.
 31 ii. If test results are found not to be within specification requirements,
 32 additional testing as needed to determine a CPF shall be performed.
 33 iii. For a mixture lot in progress with a mixture CPF less than 0.75, a new
 34 mixture lot will begin at the Contractor's request after the Engineer is
 35 satisfied that material conforming to the Specifications can be produced.
 36 See also Section 5-04.3(11)F.
 37 iv. If, before completing a mixture lot, the Contractor requests a change to
 38 the JMF which is approved by the Engineer, the mixture produced in that
 39 lot after the approved change will be evaluated on the basis of the
 40 changed JMF, and the mixture produced in that lot before the approved
 41 change will be evaluated on the basis of the unchanged JMF; however,
 42 the mixture before and after the change will be evaluated in the same lot.
 43 Acceptance of subsequent mixture lots will be evaluated on the basis of
 44 the changed JMF.

45
 46 **5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results**
 47 **(Aug 1, 2020 Tacoma GSP)**

48 *This section is revised to read:*

49
 50 The Contracting Agency will endeavor to provide written notification (via email to
 51 the Contractor's designee) of acceptance test results within 24 hours of the

1 sample being made available to the Contracting Agency. However, the
2 Contractor agrees:

- 3
- 4 1. Quality control, defined as the system used by the Contractor to monitor,
5 assess, and adjust its production processes to ensure that the final HMA
6 mixture will meet the specified level of quality, is the sole responsibility of
7 the Contractor.
 - 8
 - 9 2. The Contractor has no right to rely on any testing performed by the
10 Contracting Agency, nor does the Contractor have any right to rely on
11 timely notification by the Contracting Agency of the Contracting Agency's
12 test results (or statistical analysis thereof), for any part of quality control
13 and/or for making changes or correction to any aspect of the HMA
14 mixture.
 - 15
 - 16 3. The Contractor shall make no claim for untimely notification by the
17 Contracting Agency of the Contracting Agency's test results (or statistical
18 analysis thereof).
 - 19

20 **5-04.3(10)B HMA Compaction - Cyclic Density**
21 **(April 1, 2018 Tacoma GSP)**

22 *This section is deleted.*

23

24 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**
25 **(April 1, 2018 Tacoma GSP)**

26 *This section is deleted.*

27

28 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**
29 **(April 1, 2018 Tacoma GSP)**

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

31 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance**
32 **Testing**

33 *The second paragraph is revised to read:*

34

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

44

45 *This section is supplemented with the following:*

46

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

51

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

4
5 HMA for preleveling shall be compacted to the satisfaction of the Engineer.
6

7 **5-04.4 Measurement**

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

9 *The first paragraph is revised to read:*

10
11 HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will be measured
12 by the ton in accordance with Section 1-09.2, with no deduction being made for the
13 weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other
14 component of the mixture; and the measurement shall include asphalt wedge curbs and
15 thickened edges in accordance with the Plans or as directed by the Engineer. If the
16 Contractor elects to remove and replace mix as allowed in Section 5-04.3(11), the
17 material removed will not be measured.

18
19 *The second paragraph is revised to read:*

20
21 No specific unit of measure will apply to roadway cores, which shall be included in the
22 measurements for the HMA items that are included in the Proposal.

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

25
26 No specific unit of measure will apply to anti-stripping additive, which shall be included in
27 the measurements for the HMA items that are included in the Proposal.

28
29 **5-04.5 Payment**

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

31 *Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price*
32 *Adjustment" are deleted.*

33
34 *The following pay items for HMA are revised to read:*

35
36 "HMA Cl. ___ PG ___, per ton.
37
38

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

45
46 *This section is supplemented with the following:*

47
48 "HMA Cl. ___ PG ___ for Pavement Patch", per ton.
49

1 The unit Contract price for pavement patch shall be full pay for all labor, equipment, and
2 materials required to complete the patching of the street, including joints, where
3 required, and removal of temporary base.

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END OF SECTION

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6-02 CONCRETE STRUCTURES
(February 16, 2011 Tacoma GSP)

6-02.3(2)B Commercial Concrete
This section is supplemented with the following:

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

END OF SECTION

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7-04 STORM SEWERS
(March 17, 2003 Tacoma GSP)

This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.

END OF SECTION

1
2 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**
3 **(March 23, 2010 Tacoma GSP)**

4
5 **7-05.1 Description**

6 *This section is supplemented with the following:*

7
8 All references to sanitary sewers shall be construed to also mean storm sewers.

9
10 **7-05.3 Construction Requirements**

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

12
13 A flexible pipe-to-manhole connector shall be used in all connections of rigid and
14 thermoplastic pipes to **new** precast concrete manholes to provide a watertight joint
15 between the pipe and the manhole, unless otherwise directed by the Engineer. The
16 connector shall be “Kor-N-Seal” with “Wedge Korband”(Type I or II as required for pipe
17 diameter), manufactured by NPC, Inc., Milford, New Hampshire, or Engineer approved
18 equal. The connectors shall be installed in accordance with the manufacturer’s
19 recommendations.

20
21 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

22 *This section is revised to read:*

23
24 **7-05.3(1) Adjusting Utility Structures to Grade**

25
26 Where shown in the Plans or where directed by the Engineer, utility structures shall be
27 adjusted to grade as staked or as otherwise designated by the Engineer.

28
29 The materials and methods of construction shall conform to the requirements specified
30 in Section 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform to
31 the requirements of the standard plan for the specific structure.

32
33 **7-05.3(3) Connections to Existing Manholes**

34 *The first sentence is revised to read:*

35
36 The Contractor shall inspect the existing manholes in the field to verify invert elevations
37 and the scope of work necessary to make the connection(s) prior to construction.

38
39 **7-05.4 Measurement**

40 *The sixth paragraph is revised to read:*

41
42 Connections to existing structures will be measured per each.

43
44 *This section is supplemented with the following:*

45
46 Reconnecting existing sewer pipes to new manhole structures will be measured per
47 each.

1 **7-05.5 Payment**

2 *The first paragraph is supplemented with the following:*

3

4 The unit Contract price for “Manhole _____” shall be full pay for all work required to
5 furnish and install the new manhole to finished grade, including, but not limited to,
6 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s),
7 channeling, covers, frames, ladders, steps, and handholds, as applicable per Standard
8 Plans.

9

10 The unit Contract price for “Catch Basin _____” shall be full pay for all work required to
11 furnish and install the new catch basin to finished grade, including, but not limited to,
12 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s),
13 frame, cover, as applicable per Standard Plans.

14

15

16 *The pay item for “Connection to Drainage Structure” is revised to read:*

17

18 “Connect New Sewer Pipe ____-In. Diam. to Existing Structure”, per each

19

20 *This section is supplemented with the following:*

21

22 “Reconnect Existing Sewer Pipe, ____-In. Diam., to New Structure”, per each.

23

24 The unit Contract price per each shall be full pay for all labor, equipment and materials
25 necessary to reconnect the existing sewer pipe to the new structure as specified in
26 Section 7-05.3.

27

28

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END OF SECTION

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**7-07 CLEANING EXISTING DRAINAGE STRUCTURES
(March 23, 2010 Tacoma GSP)**

7-07.3 Construction Requirements

Item three of paragraph two is revised to read:

3. If sediment and water from structures does not meet the conditions described in 1 or 2 above, the Contractor shall collect and dispose of all water used and all debris generated in cleaning operations. No cleaning water or debris shall be flushed downstream beyond the limits of the work.

END OF SECTION

1 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

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

3
4 **7-08.3 Construction Requirements**

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

7
8 **7-08.3(1)C Bedding the Pipe**

9 *This section is supplemented with the following:*

10
11 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma
12 Standard Plan No. SU-16.

13
14 **7-08.3(2)F Plugs and Connections**

15 *This section is supplemented with the following:*

16
17 Rigid Couplings, manufactured by Romac Industries, Inc., or Engineer approved equal,
18 shall be used at any pipe joint in which bell and spigot or fused joints are not used.
19 Flexible couplings are not permitted, except for side sewer installation.

20
21 **7-08.3(2)G Jointing of Dissimilar Pipe**

22 *This section is revised to read:*

23
24 Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac
25 Industries, Inc., or Engineer approved equal, except for side sewer installation.

26
27 **7-08.3(3) Backfilling**

28 *The second paragraph is revised to read:*

29
30 Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma
31 Standard Plan No. SU-16. (Pipe zone backfill shall meet the requirements of Section 9-
32 03.9(3) for Crushed Surfacing Top Course. Backfill above pipe zone and extra
33 excavation area backfill material shall meet the requirements of Section 9-03.12(2),
34 Gravel Backfill for Walls.) Recycled concrete shall not be used for pipe zone bedding,
35 pipe zone backfill, backfill above pipe zone, and extra excavation area backfill.

36
37 *The fourth paragraph is revised to read:*

38
39 Backfill above the pipe zone shall be accomplished in such a manner that the pipe will
40 not be shifted out of position nor damaged by impact or overloading. If pipe is being
41 placed in a new embankment, backfill above the pipe zone shall be placed in
42 accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved
43 areas, or roadways, backfill above the pipe zone shall be placed in horizontal layers no
44 more than 12-inches thick and compacted to 95-percent maximum density. If pipe is
45 being placed in non-traffic areas, backfill above the pipe zone shall be placed in
46 horizontal layers no more than 12-inches thick and compacted to 85-percent maximum
47 density. All compaction shall be in accordance with the Compaction Control Test of
48 Section 2-03.3(14)D. Material excavated from the trench shall be used for backfill above
49 the pipe zone, except that organic material, frozen lumps, wood, rocks, or pavement
50 chunks larger than 6-inches in maximum dimension shall not be used. Material
51 determined by the Engineer to be unsuitable for backfill at the time of excavation shall be

1 removed and replaced with imported backfill material meeting the requirements of
2 Section 9-03.12(2). Material determined to be suitable for backfill at the time of
3 excavation shall be stockpiled and used for backfill material. If the stockpiled material
4 becomes unsuitable, the Contractor shall furnish suitable material in an amount equal to
5 that, which became unsuitable, at no expense to the Contracting Agency.
6

7 *Section 7-08.3 is supplemented with the following:*

8 **7-08.3(5) Temporary Bypass Pumping**

9 **7-08.3(5)A General Requirements**

10
11
12 It shall be the Contractor's responsibility to design, operate, and install a bypass
13 pumping system to maintain operation of the existing storm and/or sanitary sewer
14 systems throughout the duration of the project without any interruption of sewer service.
15 The Contractor shall divert all flows around each segment of the pipe and/or structure
16 designated for replacement. This diversion shall consist of redirecting flow from an
17 upstream manhole and pumping it to a manhole downstream of the replacement
18 operation. After the pipe replacement work is completed and accepted by the City, flow
19 shall be returned to the reconstructed storm or sanitary sewer. The area affected by the
20 bypass operation shall be fully restored.
21

22 Flow from the bypass system shall be discharged into the same system downstream of
23 the work unless prior approval is obtained from the Engineer to utilize a nearby pipe
24 network. The Engineer will determine if the nearby system has capacity to receive the
25 additional bypass flow.
26

27 To determine locations of upstream and downstream manholes for bypass purposes,
28 Bidders may view pipe networks on the City of Tacoma GIS map at
29 <https://tmap.cityoftacoma.org/>. Pipe networks are viewable by navigating to the
30 intersection/street, selecting the Layer list icon in the upper right corner, and checking
31 the box adjacent to either the Wastewater Network or Stormwater Network, as
32 applicable.
33

34 Bypass pumping shall be done in such a manner as not to damage private or public
35 property, or create a nuisance or public menace. The pumped sewage or stormwater
36 shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall
37 be redirected into the appropriate sewer system. The discharge of sewage to private
38 property, city streets, sidewalks, storm sewer, or any location other than an approved
39 sanitary sewer is prohibited. The Contractor shall be liable for all cleanup, damages,
40 and resultant fines should the Contractor's operation cause any backups, overflows, or
41 property damage.
42

43 The Contractor shall be required to test the bypass pumping system in the presence of
44 the Engineer prior to taking any sewer system out of service.
45

46 Silenced pumps shall be used in all areas of night time work to minimize noise disruption
47 and meet the noise control requirements of Tacoma Municipal Code Chapter 8.122.
48

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

1
2 The Contractor may use lay-flat hose to bypass storm and sanitary sewers that are less
3 than 12 inches in diameter. The Contractor shall ensure that sewage spills do not occur
4 with the use of lay flat hoses. If sewage spills occur, the Contractor will be required to
5 use hard pipe for all sanitary sewers.

6 7 **7-08.3(5)B Backup Equipment and Monitoring**

8
9 Bypass pumping shall be scheduled for continuous operation with back-up pumps,
10 generators, and other equipment available at all times for periods of maintenance and
11 refueling or failure of the primary bypass pump(s). The Contractor shall provide
12 experienced monitoring personnel on site at all times to verify the bypass pumping
13 system remains functional. These individuals shall have the experience to operate and
14 maintain the bypass system to ensure there is continuous operation of the bypass
15 system.

16 17 **7-08.3(5)C Flow for Bypass System Design**

18
19 The Contractor's bypass operation shall be sized to handle, at a minimum, the flow
20 present in the system at the time of work in each subject line removed from service. If
21 flow conditions are greater than full pipe, the Contractor may elect to wait for flow
22 conditions to subside prior to removing the subject line from service. Working days may
23 be adjusted per Specification 1-08.5. Once the Contractor removes a section of line or
24 pump station from service he/she is responsible to bypass any and all flow in the system
25 during construction, even in the event the system surcharges and exceeds the full pipe
26 capacity, until the line or pump station is returned to service.

27 28 **7-08.3(5)D Bypass Pumping Plan**

29
30 The Contractor shall submit a Bypass Pumping Plan for each location included in this
31 Contract in accordance with Section 1-05. The Contractor's plan for bypass pumping
32 shall be reviewed by the Contacting Agency before the Contractor will be allowed to
33 commence bypass pumping. The review of the bypassing system and equipment by the
34 Engineer shall in no way relieve the Contractor of his responsibility and public liability.

35
36
37 At a minimum, the bypass pumping plan for each location shall include the following:

- 38 1. Location of pumps and generators
- 39 2. Method, type, and size of plugs
- 40 3. Size, material, location, and method of installation of suction piping
- 41 4. Size, material, location, and method of installation of discharge piping
- 42 5. Bypass pump sizes, capacity, number of each to be on site
- 43 6. For pipes sized 12-inches and greater (excluding catch basins), calculations of
44 static lift, friction losses, and flow velocity, including pump performance curves
45 showing pump operating range
- 46 7. Power generator and standby size and location
- 47 8. Method of noise control for pumps and generators to comply with the City's noise
48 ordinance, Tacoma Municipal Code Chapter 8.122 if necessary
- 49 9. Calculations for selection of bypass pumping pipe sizes
- 50 10. Method of protecting discharge manholes from erosion or damage
- 51 11. All backup equipment including pumps, hoses, generators, and pipe

- 1 12. Contractor's 24-hour emergency contact name and phone number
- 2 13. Description of proposed contingency plan and clean up method for any spills that
- 3 may occur.

4

5 **7-08.3(6) Abandon Existing Pipe**

6

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

15

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

19

20 **7-08.4 Measurement**

21 *This section is supplemented with the following:*

22

23 No specific measurement shall apply to the lump sum item "Temporary ___ Sewer
24 Bypass".

25

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

28

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

31

32 **7-08.5 Payment**

33 *This section is supplemented with the following:*

34

35 "Temporary ___ Sewer Bypass", per lump sum.

36

37 The lump sum Contract prices for "Temporary ___ Sewer Bypass" shall be full payment
38 for labor, equipment, and materials, including but not limited to, personnel, fuel,
39 monitoring, power, pumps, piping, barricades, emergency stand-by equipment,
40 trenching, surface restoration costs, and all other work necessary to maintain
41 uninterrupted storm and sanitary sewer services by bypassing the applicable sewer
42 system flows.

43

44 "Temporary ___ Sewer Bypass Plan", per lump sum

45

46 The lump sum Contract price for "Temporary ___ Sewer Bypass Plan" shall be full pay
47 for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
48 revisions for the Temporary Bypass Plan.

49

50 "CDF for Pipe Abandonment", per cubic yard.

51

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

3

4

END OF SECTION

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7-17 SANITARY SEWERS

(*****)

7-17.1 Description

This section is supplemented with the following:

All references to sanitary sewer shall also mean storm sewers.

7-17.2 Materials

The first paragraph is revised to read:

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

This section is supplemented with the following:

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

7-17.3 Construction Requirements

7-17.3(2)A General

The first paragraph is revised to read:

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

7-17.3(2)H Television Inspection

This section is revised to read:

General

The Contractor shall hire a third-party television inspection company to perform television inspection services on all new full segments and partial segments of sanitary and storm sewer mains and side sewers, including the connection point between new and existing pipes, and newly constructed manholes. The television inspection subcontractor must attend the Pre-Construction Conference in order to discuss the submittal process and required formatting of videos and databases, as described in this Section.

Schedule & Review Requirements

Final pavement restoration shall not occur until the Contracting Agency has approved all applicable pipe segments, video files, and databases within the paving limits.

The Contractor shall provide the Contracting Agency 72 hours of advance notice so that the Engineer may be present during the inspection if so elected. The inspection video and associated database file for each pipe segment, including all side sewers (if applicable), shall be submitted to the Contracting Agency for review and approval within ten (10) working days of the installation. The Engineer may take up to three working days to review the files. If more than three working days are required for the Engineer's

1 review of the videos, an extension of time will be considered in accordance with Section
2 1-08.8. No claim will be allowed for damages and no extension of time will be granted
3 resulting from the rejection of a video or database due to not meeting the technical
4 requirements or construction defects identified in the video.

5
6 **Inspection and Video Criteria**

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

21
22 The video files shall be recorded and submitted in WMV format and include an
23 unmodified NASSCO-PACP Certified Access Database conducted entirely in digital
24 format with electronic reference to the survey which is intended to be imported into the
25 Contracting Agency's viewing software, GraniteNet. The PACP database must be in
26 MDB format (version 7.0.2 or greater) and shall include the Contracting Agency's SAP
27 ID for pipe segments and structures. No other file formats will be accepted unless
28 approved by the Contracting Agency.

29
30 All videos and database files shall be submitted via the Internet web-based project
31 management communications tool, e-Builder software. The Contractor shall review
32 each video and database prior to submitting to confirm formatting is correct and no pipe
33 repairs are needed.

34
35 The Contractor shall provide video identifying each pipe segment by manhole, catch
36 basin, and pipe segment SAP ID numbers. The inspection shall identify all connections,
37 general conditions of the sewer pipelines, problem areas, location of all connections or
38 problem areas by linear footage, and observations concerning the condition of the pipe
39 joints. The camera system used shall be capable of travelling up to 500 linear feet.

40
41 Although newly constructed, the sewers will likely be in service with flow present during
42 inspections. The Contractor shall clean the main within 24 hours of the CCTV
43 inspection. The lens shall remain clean and clear for the duration of the inspection.
44 Should the lens become soiled, or fogged, or otherwise impaired to any degree that
45 impedes the ability to clearly see the condition of the pipe, the inspection shall be halted
46 to clean and clear the lens. No additional compensation will be made for re-inspections
47 required by the Contracting Agency due to soiled, fogged, or otherwise impaired camera
48 lenses.

49
50 The Contractor shall maintain sufficient light levels within the main to allow for visual
51 inspection of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the

1 Contractor shall make certain that the light levels are not so bright that visual inspection
2 is impeded.

3
4 The CCTV Inspection shall be a continuous, unedited video and shall include the
5 following information:

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

10
11 In addition, the Contractor shall perform wastewater side sewer inspections where they
12 exist via a mainline camera with a lateral launching setup. The lateral launch camera
13 shall be capable of extending at least 30 feet from the main into side sewers and shall
14 include an on-screen footage counter. The quality of the side sewer inspection shall
15 meet the same requirements as the mainline camera. The lateral launch camera must
16 be self-leveling and shall also include a sonde transmitter to locate the side sewer in the
17 event of a defect. All side sewer inspections within a given segment shall be
18 incorporated into the same video and database file as the mainline inspection.

19
20 The Contractor shall bear all costs incurred in correcting any deficiencies found during
21 television inspection including the cost of any additional cleaning and television
22 inspection that may be required by the Engineer to verify the correction of said
23 deficiency.

24
25 The Contractor shall be responsible for all costs incurred in any television inspection
26 performed solely for the benefit of the Contractor.

27
28
29 **7-17.4 Measurement**

30 *This section is supplemented with the following:*

31
32 Removal and replacement of unsuitable, contaminated and non-contaminated, backfill
33 material will be determined by the cubic yard in place, based on a neat line
34 measurement per this Section and Section 2-09. Any removal and replacement of
35 unsuitable material outside neat line measurement shall be incidental to the Bid item.

36
37 **Horizontal Limits:** The horizontal limits shall be as defined in Section 2-09.4.

38
39 **Longitudinal Limits:** The longitudinal limits shall be as defined in Section 2-09.4.

40
41 **Lower Limits:** The lower limits shall be the top of the pipe zone as shown on Standard
42 Plan No. SU-16.

43
44 **Upper Limits:** The upper limits shall be the subgrade elevation of the proposed
45 roadway section or pavement patch section.

46
47 All costs associated with the disposal of material located above the upper limits shall be
48 included in the unit contract price for other items of work, unless a proposal item is
49 included for this specific item of work.

50

1 Pipe zone limits are as defined in Standard Plan SU-16.

2

3 **7-17.5 Payment**

4

5 *The first paragraph is supplemented with the following:*

6

7 "PVC Storm Sewer Pipe ___In. Diam.", per linear foot.

8

9 "Concrete Class V Storm Sewer Pipe ___In. Diam.", per linear foot.

10

11 "PVC Sanitary Sewer Pipe ___In. Diam." per linear foot.

12

13 *The second paragraph is revised to read:*

14

15 The unit Contract price per linear foot for sewer pipe of the kind and size specified shall
16 be full pay for the furnishing, hauling, and assembling in place the complete installation,
17 including but not limited to, disposal of material excavated within the pipe zone,
18 furnishing and installing pipe bedding and backfill material within the pipe zone, and all
19 wyes, tees, special fitting, joint materials, and other appurtenances necessary for the
20 completion of the installation to the required line and grade, unless proposal items are
21 included for these specific items of work. The unit price shall also include all costs
22 associated with cleaning the pipe, performing television inspection, and submitting
23 inspection video and database files. Sewer pipe per linear foot shall not be paid until the
24 Contracting Agency has approved the CCTV inspection video and database, and
25 provided approval of the pipe segment.

26

27 *The pay item "Removal and Replacement of Unsuitable Material" is revised to read:*

28

29 "Removal and Replacement of Unsuitable Material", per cubic yard.

30

31 The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable
32 Material" shall be full pay for all work required to haul and dispose of the unsuitable
33 material as specified in Section 7-08.3(1)A and the furnishing of suitable backfill material
34 as specified in Section 7-08.3(3). A minimum unit price is established in the Bid
35 Proposal.

36

37 For the purpose of providing a common proposal for bidders, the proposal quantity for
38 "Removal and Replacement of Unsuitable Material" is based on removal and
39 replacement of all backfill material.

40

41

42

END OF SECTION

43

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

3
4 **8-01.1 Description**

5 *This section is supplemented with the following:*

6
7 The City of Tacoma Stormwater Management Manual is available on the City's website
8 at www.cityoftacoma.org/stormwatermanual.

9
10 **8-01.3(1)A Submittals**

11 *This section is revised to read:*

12
13 The Contractor shall prepare and implement a project-specific Construction Stormwater
14 Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater
15 Management Manual (SWMM), Volume 2. The SWPPP is a document that describes
16 the potential for pollution problems on a construction site and explains and illustrates the
17 measures to be taken on the construction site to control those problems.

18
19 The Construction SWPPP shall be prepared as a stand-alone document consisting of
20 two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary
21 Erosion and Sediment Control (TESC) Plans.

22
23 The Contracting Agency has prepared the Construction Stormwater Pollution Prevention
24 Plan Checklist to aid the Contractor in development of the SWPPP. This checklist
25 provides the Contractor with a tool to determine if all the major items are included in the
26 Construction SWPPP and on the TESC Plans and can be found in Volume 2, Chapter 2
27 of the SWMM. Contractors are encouraged to complete and submit this checklist with
28 the Construction SWPPP.

29
30 The Department of Ecology has prepared a SWPPP template that can be used for
31 projects in the City of Tacoma. The template can be found on Ecology's website at:
32 <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.

33 The Contractor developing the SWPPP must ensure that all references are appropriate
34 for the City of Tacoma.

35
36 The SWPPP is considered a "living" document that shall be revised to account for
37 additional erosion control/pollution prevention BMPs as they become necessary and are
38 implemented in the field during project construction. A copy of the most current SWPPP
39 and TESC Plan shall remain on-site at all times and an additional copy shall be
40 forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP and
41 TESC Plan may be forwarded to the Engineer rather than submitting a complete
42 document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along
43 with the original SWPPP document.

44
45 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or
46 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working
47 day following the inspection.

48
49
50 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

51 *This section is revised to read:*

1
2 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the
3 contact information for the ESC Lead shall be added to the Stormwater Pollution
4 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control
5 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current
6 Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current
7 Certified Professional in Erosion and Sediment Control (CPESC) certificate from a
8 course approved by the Washington State Department of Ecology. The CESCL or
9 CPESC shall be listed on the Emergency Contact List required under Section 1-
10 05.13(1).

11
12 The CESCL or CPESC shall direct implementation of the measures identified in the
13 SWPPP and as shown on the TESC plan. Implementation shall include, but is not
14 limited to the following:

- 15
16 1 Installing and maintaining all temporary erosion and sediment control Best
17 Management Practices (BMPs) included in the SWPPP and as shown on the
18 TESC plan. Damaged or inadequate BMPs shall be corrected as needed to
19 assure continued performance of their intended function in accordance with
20 BMP specifications and Permit requirements.
- 21 2 Performing monitoring as required by the NPDES Construction Stormwater
22 General Permit.
- 23 3 Inspecting all on-site erosion and sediment control BMPs at least once every
24 calendar week and within 24 hours of any discharge from the site. A SWPPP
25 Inspection report or form shall be prepared for each inspection and shall be
26 included in the SWPPP file. A copy of each SWPPP Inspection report or
27 form shall be submitted to the Engineer no later than the end of the next
28 working day following the inspection. The report or form shall include, but not
29 be limited to the following:
 - 30 a. When, where, and how BMPs were installed, maintained, modified,
31 and removed.
 - 32 b. Observations of BMP effectiveness and proper placement.
 - 33 c. Recommendations for improving future BMP performance with
34 upgraded or replacement BMPs when inspections reveal SWPPP
35 inadequacies.
 - 36 d. Approximate amount of precipitation since last inspection and when
37 last inspection was performed.
- 38 4 Updating and maintaining a SWPPP file on site that includes, but is not
39 limited to the following:
 - 40 a. SWPPP Inspection Reports or Forms.
 - 41 b. SWPPP narrative.
 - 42 c. National Pollutant Discharge Elimination System Construction
43 Stormwater General Permit (Notice of Intent).
 - 44 d. All documentation and correspondence related to the NPDES
45 Construction Stormwater General Permit.
 - 46 e. Other applicable permits.

47
48 Upon request, the file shall be provided to the Engineer for review.
49
50
51

1 **8-01.3(7) Stabilized Construction Entrance**

2 *The third paragraph is revised to read:*

3
4 When the contract requires a wheel wash in conjunction with the stabilized entrance, the
5 details for the wheel wash and the method for containing and treating the sediment-
6 laden runoff shall be included as part of the SWPPP and TESC Plan.

7
8 **8-01.3(8) Street Cleaning**

9 *The third paragraph is revised to read:*

10
11 Street washing with water shall not be permitted.

12
13 **8-01.3(9)D Inlet Protection**

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

15
16 When the depth of accumulated sediment and debris reaches approximately 1/3 the
17 height of an internal device or 1/3 the height of the external device (or less when so
18 specified by the manufacturer), or as designated by the Engineer, the sediment and
19 debris shall be removed and disposed of per SWMM BMP C220 or as specified on the
20 Plans or within the SWPPP.

21
22 *The section is supplemented with the following:*

23
24 Only bag-type filters are allowed for use in the public right of way.

25
26 **8-01.3(10) Wattles**

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

28
29 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose
30 soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or
31 1/2 to 2/3 the thickness of the wattle.

32
33 **8-01.4 Measurement**

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

36
37 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
38 Prevention Plan (SWPPP)".

39
40 "Inlet Protection," per each

41
42 **8-01.5 Payment**

43
44 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section*
45 *1-09.6 is revised to read:*

46
47 Installation, maintenance, and removal of erosion and water pollution control devices
48 including removal and disposal of sediment, stabilization and rehabilitation of soil
49 disturbed by these activities and any additional Work deemed necessary by the
50 Engineer to control erosion and water pollution will be paid by force account in
51 accordance with Section 1-09.6. Directing implementation by ESC Lead of the

1 measures identified in the SWPPP, shown on the TESC plan, and all other work as
2 included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-
3 09.6.

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

6
7 Where removal of erosion control BMPs is directed by the Engineer according to 8-
8 01.3(16) or according to these specification and the plans, removal shall be included in
9 the lump sum or unit cost for these respective BMPs.

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

12
13 “Inlet Protection,” per each

14
15 “Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum

16
17 The lump sum contract price for “Stormwater Pollution Prevention Plan (SWPPP)” shall
18 be full pay for all costs, including but not limited to, preparing, submitting, revising, and
19 resubmitting revisions for the Stormwater Pollution Prevention Plan.

20
21 **END OF SECTION**
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8-02 ROADSIDE RESTORATION

(*****)

8-02.1 Description

This section is supplemented with the following:

This Work shall include roadside maintenance and construction cleanup in accordance with the Specifications.

8-02.2 Materials

This section is supplemented with the following:

Compost shall meet the requirements of Section 9-14.5(8).

8-02.3 Construction Requirements

This section is supplemented with the following:

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

8-02.3(1) Responsibility During Construction

The third paragraph is revised to read:

The Contractor shall protect existing trees, grass and vegetation in accordance with the Plans and Section 1-07.16(2). The Contractor shall protect existing planting beds, lawn and grass areas as shown per Plans in accordance with City of Tacoma Standard Plan GSI-01a. The Contractor shall protect existing trees in accordance with City of Tacoma Standard Plans LS-08, LS-09, LS-10, and LS-11, unless these are to be removed per Plans and Specifications.

This section is supplemented with the following:

The Contactor shall not dump or stockpile topsoil, compost, mulch, or any other landscape materials directly on roadway surfaces and shall employ the appropriate BMPs for stockpiling at a stockpile site out of the right-of-way. The Contractor shall place landscape materials such as Topsoil, Compost or Mulch immediately upon delivery to the jobsite. The Contractor may request to stockpile these materials in writing by submitting a Roadside Work Plan. Stockpiling in the public right-of-way shall only be permitted as approved in writing by the Engineer.

The Contractor shall notify the Engineer of any conflict between the proposed work and any obstructions, and shall repair damage in accordance with Section 1-07.16, Protection and Restoration of Property.

Prior to starting work, the Contractor shall locate and protect all underground utilities in accordance with Section 1-07.17, Utilities and Similar Facilities.

8-02.3(2)A Roadside Work Plan

Item 1.b. is revised to read:

1 Means and Methods for vegetation protection in accordance with City of Tacoma
2 Standard Plans GSI-01a, LS-08, LS-09, LS-10, and LS-11; and Section 1-
3 07.16(2).

4
5 **8-02.3(4) Topsoil**

6 *This section is supplemented with the following:*

7
8 The Contractor shall use Topsoil Type A in accordance with Special Provisions Section
9 9-14.2 unless otherwise shown on the Plans or as approved by the Engineer.

10
11 Scarify or till subgrade in two directions to 6-inch depth. Scarify the entire surface prior to
12 placing Topsoil. Do not scarify within drip line of existing trees to be retained.

13
14 **8-02.3(4)A Topsoil Type A**

15 *This section is revised to read:*

16
17 Topsoil Type A shall be an imported topsoil and compost mix from a topsoil supplier or
18 certified composting facility in accordance with Section 9-14.5(8). The Contractor shall
19 place, till and fine grade Topsoil Type A in accordance with Section 8-02 and City of
20 Tacoma Standard Plan GSI-01d. Topsoil Type A shall conform to Sections 9-14.2 and
21 9-14.2(1). The Contractor shall submit a certification by the supplier that the contents of
22 the Topsoil meet the requirements in the Special Provisions.

23
24 **8-02.3(5)C Planting Area Preparation**

25 *Items 5. And 6. of this section is revised to read:*

26
27 5. Amend existing topsoil in place or import and place amended topsoil in
28 accordance with Standard Plans GSI-01b through GSI-01d. Do not till or place
29 loose topsoil without compaction and stabilization measures on slopes 3H:1V or
30 steeper.

31
32 6. The finished grade of the mulch or woodchips shall be 1/2 inch below the top of
33 all curbs, junction and valve boxes, walks, driveways and other structures.

34
35 **8-02.3(6) Mulch and Amendments**

36 *This section is supplemented with the following:*

37
38 Compost amendment shall be included in Topsoil Type A, B, or C in accordance with
39 Standard Plans GSI-01c and GSI-01d, and compost content is included in the Topsoil
40 quantity.

41
42 Existing Topsoil areas shall be amended in place with Compost in accordance with
43 Standard Plan GSI-01b and as shown per Plans.

44
45 Soil Amendment General Requirements:

46
47 1) Soil Amendment areas, as described in this specification, shall include an amended
48 topsoil layer with a minimum depth of 8 inches

49
50 2) Planting beds shall be stabilized with bark or wood chip mulch to the depths specified
51 on the Plans.

3) Sequencing and Scheduling: Do not perform soil preparation work in areas subject to the subsequent work of other sections, unless approved otherwise.

4) The Contractor has the option of amending the soils at the “Pre-Approved Rates” as specified in the below Soil Amendment Layer Table, or performing soil amendment at the “Calculated Rates” required to meet the performance criteria specified in the Soil Amendment Layer Table. The Contractor shall perform soil characterization testing and have a qualified professional perform the soil amendment calculations as outlined in Section 8-02.3(2)A Roadside Work Plan if choosing to amend soils to meet the “Calculated Rates” performance criteria.

Soil Amendment Cultivation Requirements to amend existing topsoil in place:

Scarification Layer:

Scarify or till subgrade to depth of 9-inches (as needed to achieve 12-inches of loosened soil after amendment placed). Entire surface should be disturbed by scarification prior to starting soil amendments. Do not scarify within drip line of existing trees to be retained.

Soil Amendment Layer:

A. Planting Beds:	B. Seeded Areas:
i. PRE-APPROVED RATE: Place and rototill 3-inches of compost into 5-inches of soil; ii. CALCULATED RATE: Place and rototill calculated amount of compost into depth of soil needed to achieve 8-inches of settled soil at minimum 10% organic content.	i. PRE-APPROVED RATE: Place and rototill 2-inches of compost into 6-inches of soil; ii. CALCULATED RATE: Place and rototill calculated amount of compost into depth of soil needed to achieve 8-inches of settled soil at minimum 5% organic content.
Rake beds to smooth, and remove surface rocks over 2-inch diameter.	Water or roll to compact soil to 85% of maximum.
	Rake to level, and remove surface woody debris and rocks larger than 1- inch diameter.

8-02.3(6)A Compost

This section is supplemented with the following:

The Contractor shall submit the amount of cubic yards of Compost incorporated into the project to the Engineer, including mulch, amendment and as topsoil content. The Contractor shall submit the quantity of Compost per type and supplier.

8-02.3(6)B Fertilizers

This section is supplemented with the following:

Fertilizer shall be supplied and applied per landscaping supplier recommendation or BMP C 120 per the City of Tacoma Stormwater Management Manual, Volume 3, Chapter 1, Section 1.7.

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8-02.3(11)B Bark or Woodchip Mulch

The third paragraph is revised to read:

The Contractor shall place a uniform non-compacted depth of 3-4 inches inches of Bark or Woodchip Mulch in accordance with the Plans and as directed by the Engineer. Mulch shall not be applied directly to the base of stems and shall be feathered to plant material, leaving trunks, stems, canes, and root collars with gap of 2 inches minimum free of mulch. Bark or Woodchip Mulch shall be placed flush with the top of junction and valve boxes, curbs, sidewalk and pavement edges.

8-02.3(13) Plant Establishment

This section is supplemented with the following:

The Contractor shall maintain the planting areas and all plants planted within the project limits to ensure the resumption and continued growth of the planted material until expiration of the plant warranty period per Special Provisions Section 8-02.3(14).

Maintenance shall include, but not be limited to, labor and materials necessary for removal of foreign, dead, or rejected plant material, maintaining a weed-free condition, watering, and the replacement of all unsatisfactory plant material planted under the contract.

Planting dates for replacement plant material will be approved by the Engineer.

The Contractor shall meet with the Engineer for the purpose of joint inspection of the project once installation has been completed and thereafter on a periodic "as needed" basis as determined by the Engineer, until the expiration of the plant warranty period per Special Provisions Section 8-02.3(14). Thus, plant establishment shall be included in the Contract price per each for the duration of the warranty and the Contract, whichever is the longer duration.

All conditions unsatisfactory to the Engineer shall be corrected by the Contractor within a ten-day period immediately following the inspection. Failure to comply with corrective steps as outlined by the Engineer shall constitute justification of the Contracting Agency to take corrective steps and to deduct all costs thereof from any monies due the Contractor.

The Contractor shall replace all plants stolen or damaged by the acts of others until the physical completion date of the contract.

8-02.3(14) Plant Replacement

This section is supplemented with the following:

The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and materials warranty for all planted material. The warranty shall cause the Contractor to remove and replace all rejected plant material during the warranty period. The warranty period shall begin at the date of physical completion of the contract and end one calendar year from that date. Thus, plant establishment shall be included in the Contract price per each for the duration of the warranty and the Contract, whichever is the longer duration.

1
2 The Contractor shall be responsible for growing or providing enough plants for
3 replacement of all plant material rejected during the warranty period. All rejected plant
4 material shall be replaced at dates approved by the Engineer.

5
6 All replacement plants shall be of the same species and quality as the plants they
7 replace. Plants may vary in size reflecting one season of growth should the Contractor
8 elect to hold plant material under nursery conditions for an additional year to serve as
9 replacement plants.

10
11 Replacement plants will be subject to the original warranty provision as stated above.

12
13 **8-02.3(16) Roadside Maintenance Under Construction**

14 *This section is supplemented with the following:*

15
16 **Construction Cleanup**

17
18 Where staining, dust or other material has visibly accumulated on the adjoining buildings
19 and sidewalks as a result of the Contractor's Work, the Contractor shall clean these off
20 as directed by the Engineer. The Contractor shall remove all siltation, spoils, debris and
21 solid waste resulting from the Contractor's activities along the project right of way and
22 dispose of it in accordance with the Contract. The cost for any cleanup described in
23 Section 8-02 shall be included in the force account Contract price for "Roadside
24 Restoration".

25
26 *Section 8-02.3 is supplemented with the following:*

27
28 **8-02.3(17) Tree Protection**

29
30 The Contractor shall adhere to the requirements in City of Tacoma Standard Plans LS-
31 08 through LS-11 and the arborist assessment in Appendix A. Tree protection signs can
32 be found in Appendix 5 of the Urban Forest Manual, which is available for download on
33 the City of Tacoma's website.

34
35 **8-02.4 Measurement**

36 *The first paragraph is revised to read:*

37
38 Topsoil, mulch, and soil amendments will be measured by the cubic yard in the haul
39 conveyance at the point of delivery when included in the proposal.

40
41 *The third paragraph is revised to read:*

42
43 Compost will be measured by the cubic yard in the haul conveyance at the point of
44 delivery. Note that the quantity of Compost incorporated into the project must be
45 reported and submitted to the Engineer in all cases, and where included in other bid
46 items.

47
48 *The fourth and fifth paragraphs are revised to read:*

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

1 Irrigation water used to establish vegetation will be considered included in the cost of
2 plants.

3

4 **8-02.5 Payment**

5 *This section is supplemented with the following:*

6

7 "Topsoil Type A", per cubic yard.

8

9 The unit Contract price per cubic yard for "Topsoil Type A" shall be full compensation for
10 producing the topsoil mix, including Compost amendment in accordance with Standard
11 Plan GSI-01d, haul and delivery, placing, grading, and compacting the topsoil in
12 accordance with the Plans and Specifications.

13

14 "Roadside Restoration", by force account as provided in Section 1-09.6.

15

16 All costs for labor, equipment and materials required to perform roadside restoration
17 including but not limited to, removing and replacing fence, fence posts, the fence gate,
18 landscaping, tree protection, plant replacement, and pavement markings will be paid by
19 force account in accordance with Section 1-09.6.

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END OF SECTION

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**8-04 CURBS, GUTTERS, AND SPILLWAYS
(April 1, 2018 Tacoma GSP)**

8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways
The first paragraph is revised to read:

Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02.

Section 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways is supplemented with the following:

8-04.3(1)C Integral Cement Concrete Curb

When integral curb is being constructed with the pavement, fresh concrete for the integral curb shall be placed at such time as will enable the top section of the curb to be consolidated, finished, and bonded to the pavement slab while the concrete is plastic.

Where curb is not being placed integral with the pavement slab, reinforcing steel dowels shall be placed in the base section for the curb in accordance with the standard drawing.

Section 8-04.3 Construction Requirements is supplemented with the following:

8-04.3(6) Cold Weather Work

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

The Engineer shall be notified at least 24 hours prior to placement of concrete. All concrete placement shall be completed no later than 2:00 p.m. each day. Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

8-04.5 Payment

This section is supplemented with the following:

“Integral Cement Conc. Traffic Curb”, per linear foot

“Extruded Curb Type _____”, per linear foot.

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8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES

(*****)

8-06.3 Construction Requirements

The first paragraph is revised to read:

Cement concrete driveway approaches shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement conforming to the requirements of Section 5-05.

This section is supplemented with the following sub-section:

8-06.3(1) Cold Weather Work

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

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

8-06.5 Payment

The third paragraph is revised to read:

The unit Contract price per each for "Cement Conc. Driveway Entrance Type ___" shall be full pay for all labor, equipment, and materials to furnish and install the driveway, including the roadway excavation, haul and disposal, regardless of the depth . The construction shall also include all costs associated with the installation of the underground conduit across the approach.

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**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

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**8-14 CEMENT CONCRETE SIDEWALKS
(March 23, 2010 Tacoma GSP)**

8-14.3 Construction Requirements

8-14.3(3) Placing and Finishing Concrete

The fourth paragraph is revised to read:

Curb ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans.

8-14.3(4) Curing

The second sentence is revised to read:

Curing shall be in accordance with Section 5-05.3(13).

Section 8-14 is supplemented with the following:

8-14.3(20) Cold Weather Work

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

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

8-14.3(21) Thickened Edge for Sidewalk

Thickened edge shall be constructed in accordance with the standard plan.

8-14.5 Payment

The pay item "Cement Conc. Sidewalk" is supplemented with the following:

All additional costs related to the construction of thickened edges shall be included in the unit contract cost for "Cement Conc. Sidewalk".

The sixth paragraph is revised to read:

The unit Contract price per each for "Cement Conc. Curb Ramp Type ___" shall be full pay for all labor, equipment, and materials to furnish and install the driveway, including the roadway excavation, haul and disposal, regardless of the depth.

END OF SECTION

1 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**
2 **(May 15, 2023 Tacoma GSP)**

3
4 **9-14.2 Topsoil**

5
6 **9-14.2(1) Topsoil Type A**

7 *This Section is revised to read:*

8
9 Topsoil Type A shall meet the following requirements:

- 10
11 • The source Topsoil shall be friable and loamy, and can contain loam, sandy
12 loam, silty loam, clay loam, or a sandy clay loam.
13 • Topsoil Type A shall be organically amended with Compost before delivery to the
14 job site, and the Compost shall conform to Special Provision 9-14.5(8).
15 • The amended Topsoil shall have minimum 10% organic matter for use in planting
16 beds; typically containing 40% compost.
17 • The amended Topsoil shall have minimum 5% organic matter for grass seeding
18 and lawn areas; typically containing 25% compost.
19 • The pH shall be between 6.0 and 8.0.
20 • The amended Topsoil shall have maximum 25% passing the #200 sieve.
21 • The amended Topsoil shall not exhibit visible water or dust during handling.
22

23 **9-14.5(8) Compost**

24 *This Section is supplemented with the following:*

25
26 The Compost supplier shall produce Compost from a certified composting facility.
27 Certified compost facilities are included on a list and an interactive map available on the
28 Washington State Department of Ecology Composting website:

29
30 [https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-](https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost)
31 [materials/Managing-organics-compost](https://ecology.wa.gov/Waste-Toxics/Reducing-recycling-waste/Organic-materials/Managing-organics-compost)
32

33 Compost shall meet the definition for “composted material” per WAC 173-350-100 and
34 comply with standards in WAC 173-350-220, except the feedstock may contain bio
35 solids or manure feed stocks. When feedstock material is sourced in a pest quarantine
36 area the owners of the organic waste shall comply with WAC 16-470-124 including
37 processing conditions and heat treatments for pest control; and shall obtain a special
38 permit from the Washington State Department of Agriculture.
39

40 City of Tacoma TAGRO Potting Soil Mix, which is derived from the municipal solid waste
41 compost program, can be used as Compost or shall be added as part of the Compost
42 mix for landscaping and roadside restoration, including topsoil amendment and topsoil
43 mix content.
44

45 Compost shall meet the following additional criteria:

- 46
47 • No visible water or dust during handling
48 • 40% minimum to 65% maximum organic content per TMECC
49 • Carbon to Nitrogen ratio below 25:1, or up to 35:1 for plants native to Puget
50 Sound lowland region, or up to 40% as a coarse compost for surface mulch only.

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For use as Topsoil amendment in BMP L613, Post Construction Soil Quality and Depth, Compost shall meet the following additional criteria:

- The Compost must originate from a feedstock that contains compost derived from municipal solid waste compost programs, such as TAGRO. Facilities that produce compost from post-consumer food waste, yard debris, and food scraps can be found on the [Department of Ecology WA composting facilities and material types table](#).
- The compost must originate from a feedstock that has a minimum of 65% recycled plant waste comprised of “yard debris”, “crop residues”, and “bulking agents”. A maximum of 35% post-consumer food waste can be substituted for recycled plant waste. The Compost may have up to 35% bio solids or manure. Percentages are specified by volume. Quoted terms are defined in WAC 173-350-100.
- Stable and mature per TMECC, meaning the Compost tests results show low oxygen use and low CO2 generation, and as capable of supporting plant growth.
- Use a Fine Compost per gradation in Section 9-14.5(8).
- Refer to Standard Plan series GSI-01b through GSI-01d for application.

END OF SECTION

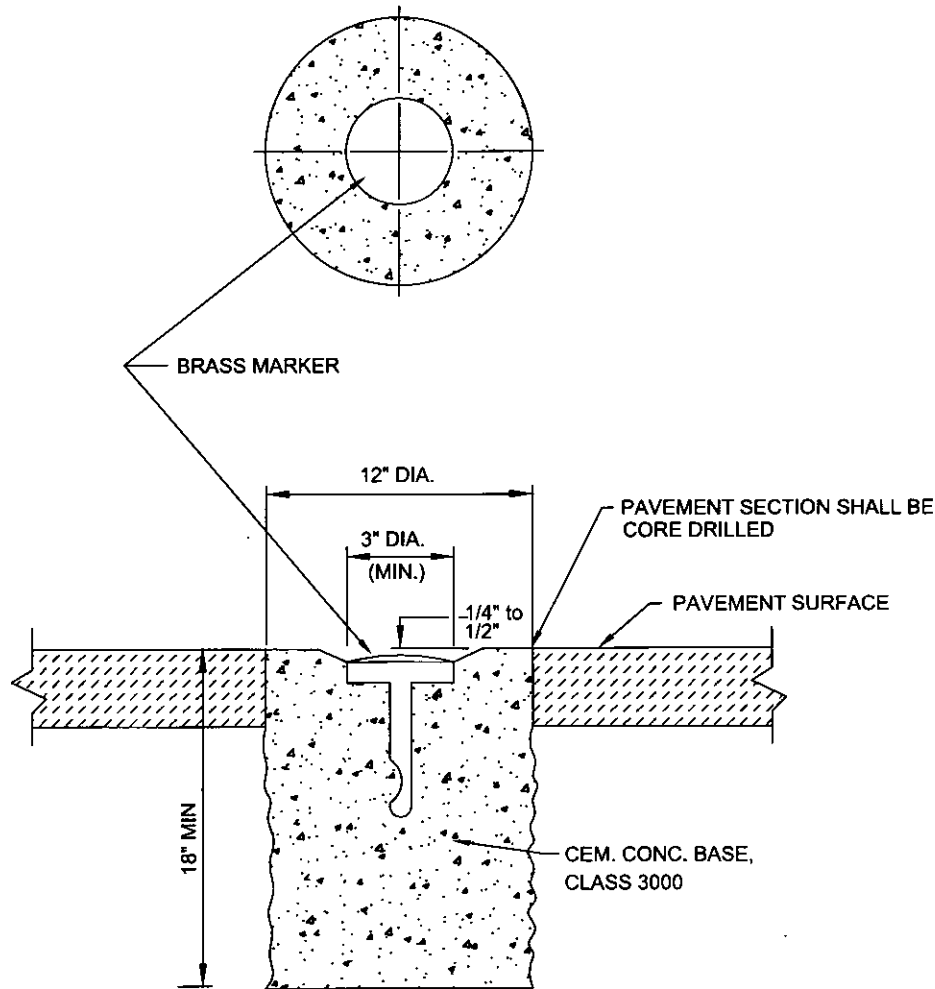
END OF SPECIAL PROVISIONS

APPENDIX A

CITY OF TACOMA

AND

WSDOT STANDARD PLANS



NOTES:

1. Concrete base shall be poured in place. Hand mixed concrete is prohibited. Concrete base need not be formed.
2. Notice to surveyors: any monument set in the City of Tacoma must bear the land surveyor number of the surveyor setting the monument. Monuments set as part of an approved plat are exempt.
3. The surveyor is to supply the City of Tacoma with a copy of the calculations used to determine all monument positions before the monuments are set.
4. Brass marker for City of Tacoma funded projects will be supplied by the City, all other brass markers to be supplied by the contractor.
5. Monument must be magnetically locatable.
6. Prior to removing or destroying a monument, the surveyor or engineer shall apply for a permit from the Department of Natural Resources in accordance with WAC 332-120.

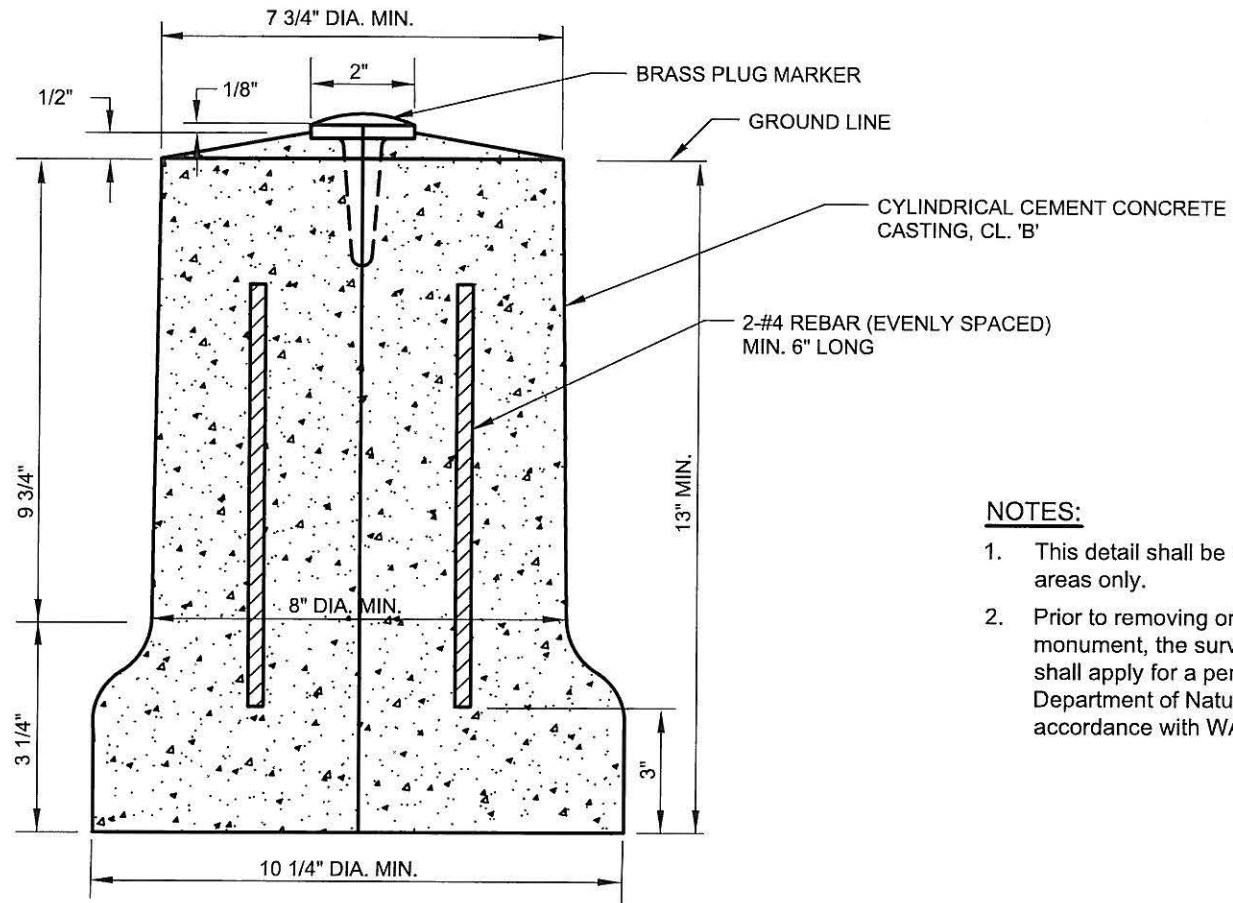
APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

James Parney 09 JUN 2009
CITY ENGINEER DATE

POURED MONUMENT

STANDARD PLAN NO. SU-01



NOTES:

1. This detail shall be used in unpaved areas only.
2. Prior to removing or destroying a monument, the surveyor or engineer shall apply for a permit from the Department of Natural Resources in accordance with WAC 332-120.

APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

James Parvay
CITY ENGINEER

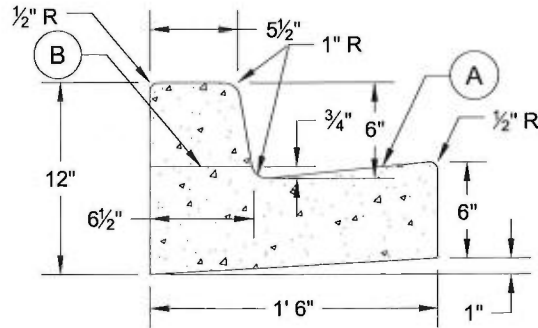
09 JUN 2009
DATE

PRECAST CONCRETE
MONUMENT

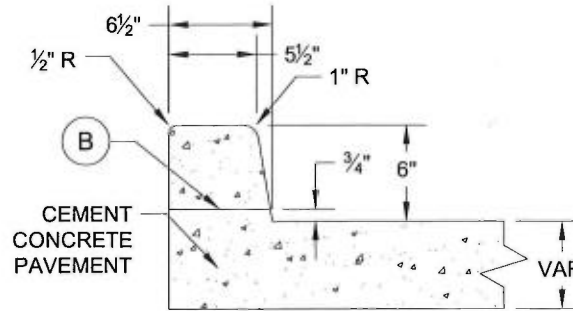
STANDARD PLAN NO. SU-02

NOTES:

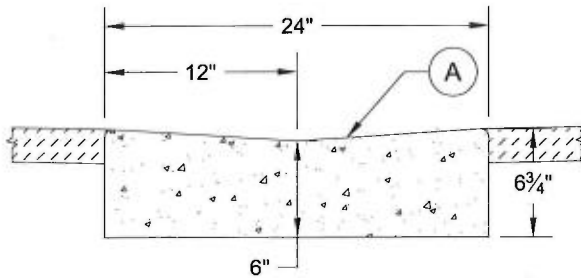
- (A) When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.
- (B) Flush with gutter pan at curb ramp entrance or 3/4" vertical lip at driveway entrance.



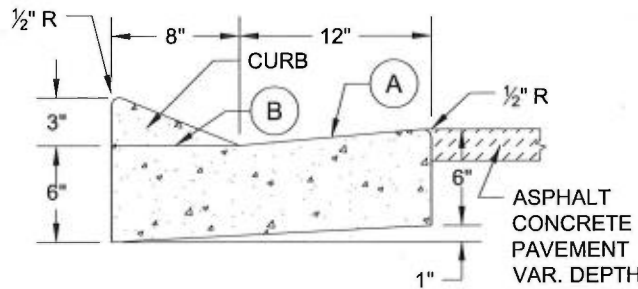
CEMENT CONCRETE TRAFFIC CURB & GUTTER



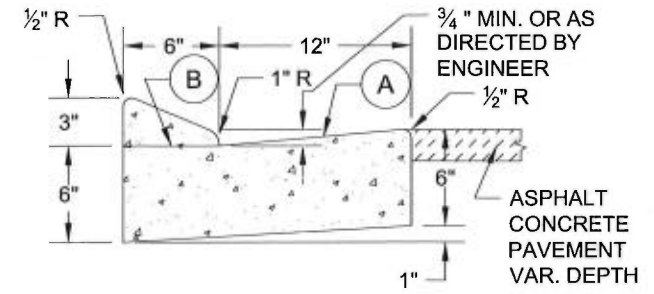
INTEGRAL CEMENT CONCRETE TRAFFIC CURB



CEMENT CONCRETE VALLEY GUTTER



TYPE "C" MOUNTABLE CEMENT CONCRETE CURB & GUTTER



TYPE "D" MOUNTABLE CEMENT CONCRETE CURB & GUTTER

NOTES:

1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
3. All joints shall be saw cut full depth prior to restoration and 3/8" expansion joint installed.
4. Concrete finish shall match existing.
5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Foundations shall be fully compacted prior to form placement.
7. Unsuitable foundation shall be replaced with 5/8" crushed surfacing top course.

DCS
PUBLIC WORKS
NA
TACOMA POWER

REVIEWED BY **GMS**
ENVIRONMENTAL SERVICES
NA
TACOMA WATER

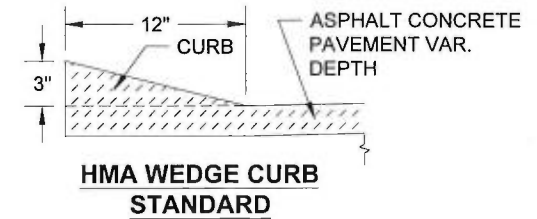
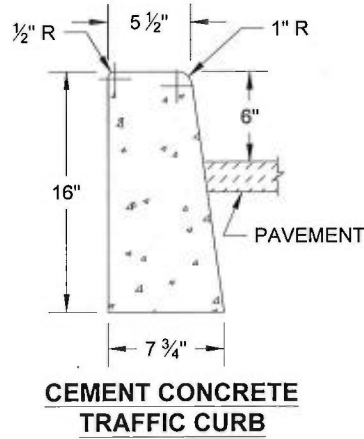
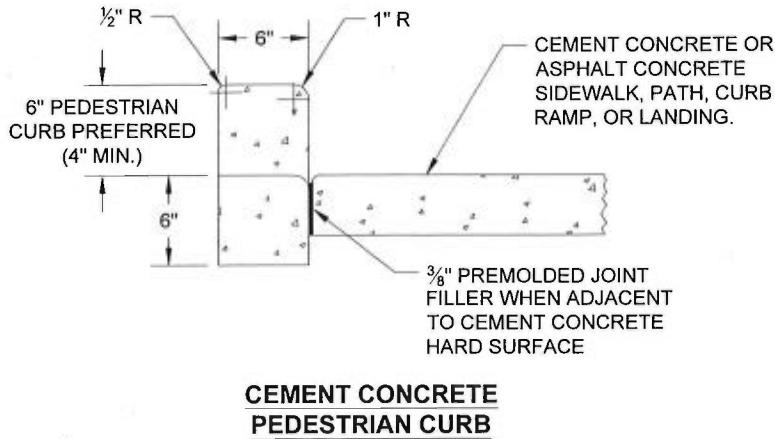
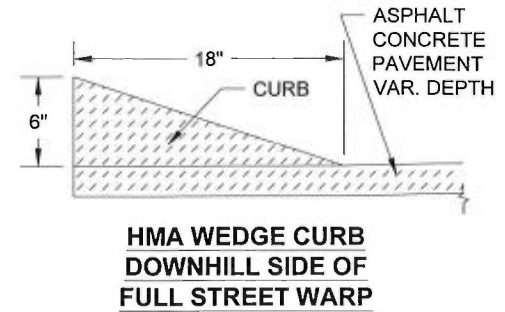
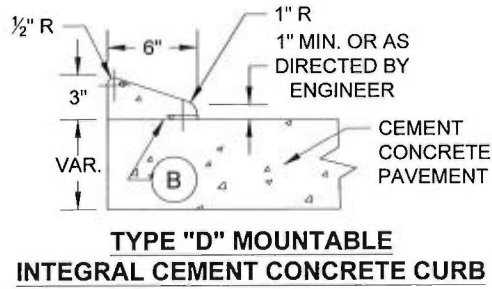
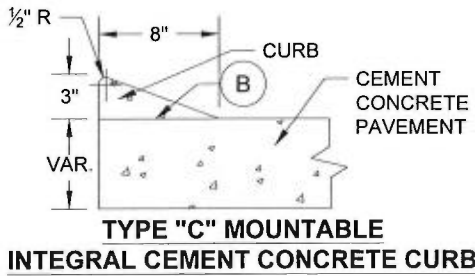


APPROVED FOR PUBLICATION
[Signature] 8/16/16
CITY ENGINEER DATE

CITY OF TACOMA
CEMENT CONCRETE CURB AND GUTTER
STANDARD PLAN NO. SU-03

NOTE:

(B) Flush with gutter pan at curb ramp entrance or $\frac{3}{4}$ " vertical lip at driveway entrance.



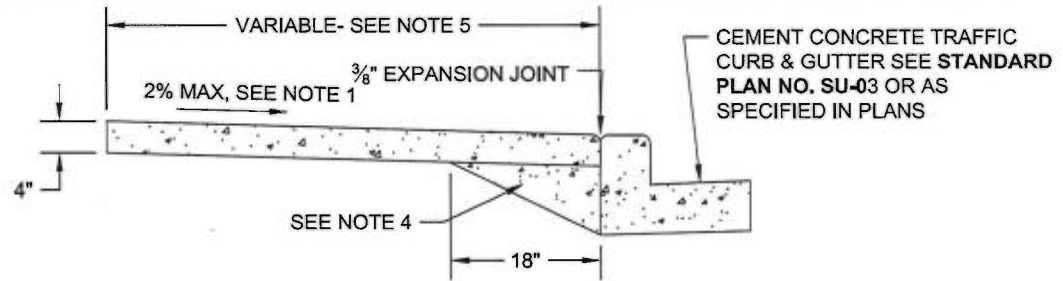
NOTES:

1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
3. All joints shall be saw cut full depth prior to restoration and $\frac{3}{8}$ " expansion joint installed.
4. Concrete finish shall match existing.
5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Foundations shall be fully compacted prior to form placement.
7. Unsuitable foundation shall be replaced with $\frac{5}{8}$ " crushed surfacing top course.

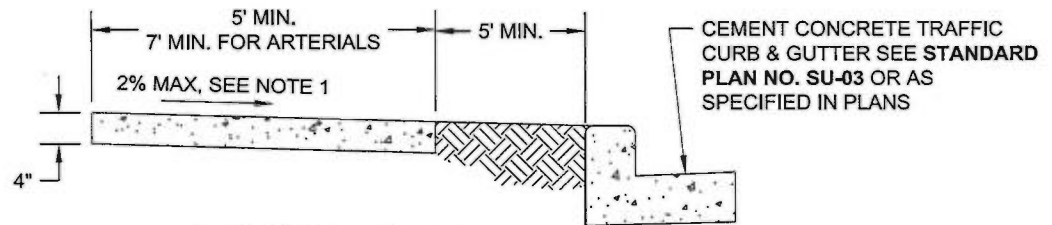
<p>DCS PUBLIC WORKS</p> <p>NA TACOMA POWER</p>	<p>REVIEWED BY GMS</p> <p>ENVIRONMENTAL SERVICES</p> <p>NA</p> <p>TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i> 8/16/16</p> <p>CITY ENGINEER DATE</p>	<p>CITY OF TACOMA CEMENT CONCRETE CURB AND GUTTER AND ASPHALT WEDGE CURB</p> <p>STANDARD PLAN NO. SU-03A</p>
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NOTES:

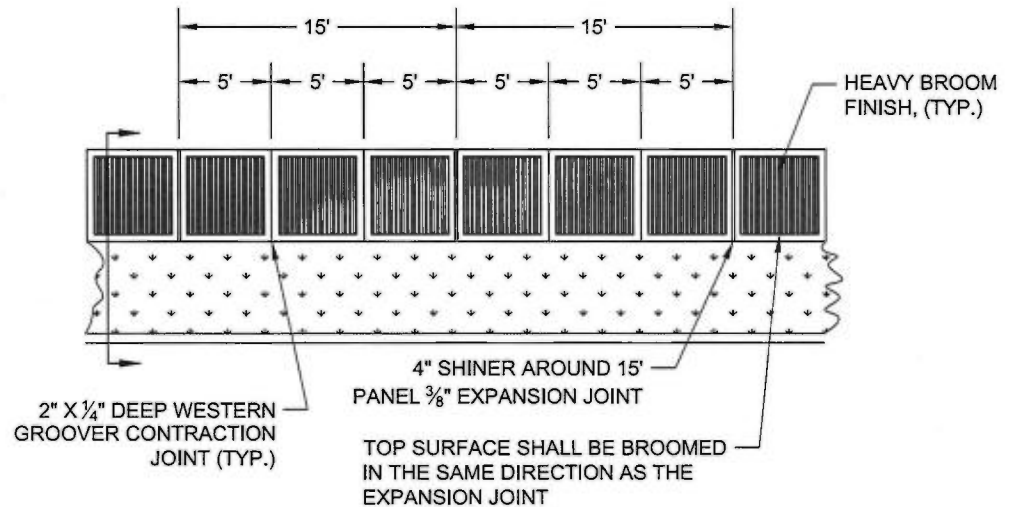
1. Sidewalks shall be designed and constructed in accordance with 2010 ADA Standards, 28 CFR, Part 35 and as supplemented by the Public Right of Way Accessibility Guidelines (PROWAG). City of Tacoma prefers sidewalk cross slopes to be designed to a maximum of 1.5% and a minimum of 1.0%
2. When placing walk adjacent to existing curb and gutter, curb and gutter will be repaired as necessary before placing concrete forms for walk.
3. Staking is required where no curb is present.
4. Thickened edge shall be constructed using cement concrete on all radii. All other locations shall be backfilled and compacted.
5. Combination walk shall be 7' min. on all commercial sites and arterial streets. Combination walk shall be a minimum of 5' on non arterial streets. Dimensions are from back of curb to back of walk. See contract plans for width and placement of sidewalk.
6. All expansion joints shall be full depth with $\frac{3}{8}$ " premolded joint filler.
7. All joints shall be cleaned and edged. External edges shall be $\frac{1}{2}$ " radius. Internal joints shall be $\frac{1}{4}$ " radius.
8. All soft and yielding foundation material shall be removed and replaced with crushed surfacing top course (CSTC) per Section 9-03.9(3) of the WSDOT Standard Specifications.
9. All sidewalk shall be replaced to the nearest expansion or contraction joint. All joints shall be saw cut full depth prior to restoration and $\frac{3}{8}$ " expansion joint installed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
10. For sidewalks within the North Slope Historical District area use Standard Plan HD-NS03. See Standard Plan HD-NS01 for North Slope Historic District site map.



SECTION DETAIL A-A

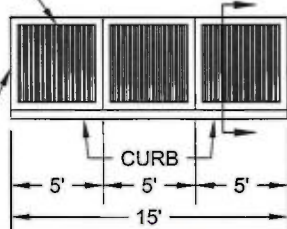


SECTION DETAIL B-B



TOP SURFACE SHALL BE BROOMED IN THE SAME DIRECTION AS THE EXPANSION JOINT

4" SHINER AROUND 15' PANEL $\frac{3}{8}$ " EXPANSION JOINT



$\frac{3}{8}$ " EXPANSION JOINT TO MATCH CURB JOINTS NOT TO EXCEED 15'

2" X $\frac{1}{4}$ " DEEP WESTERN GROOVER CONTRACTION JOINT (TYP.)

4" SHINER AROUND 15' PANEL $\frac{3}{8}$ " EXPANSION JOINT

TOP SURFACE SHALL BE BROOMED IN THE SAME DIRECTION AS THE EXPANSION JOINT

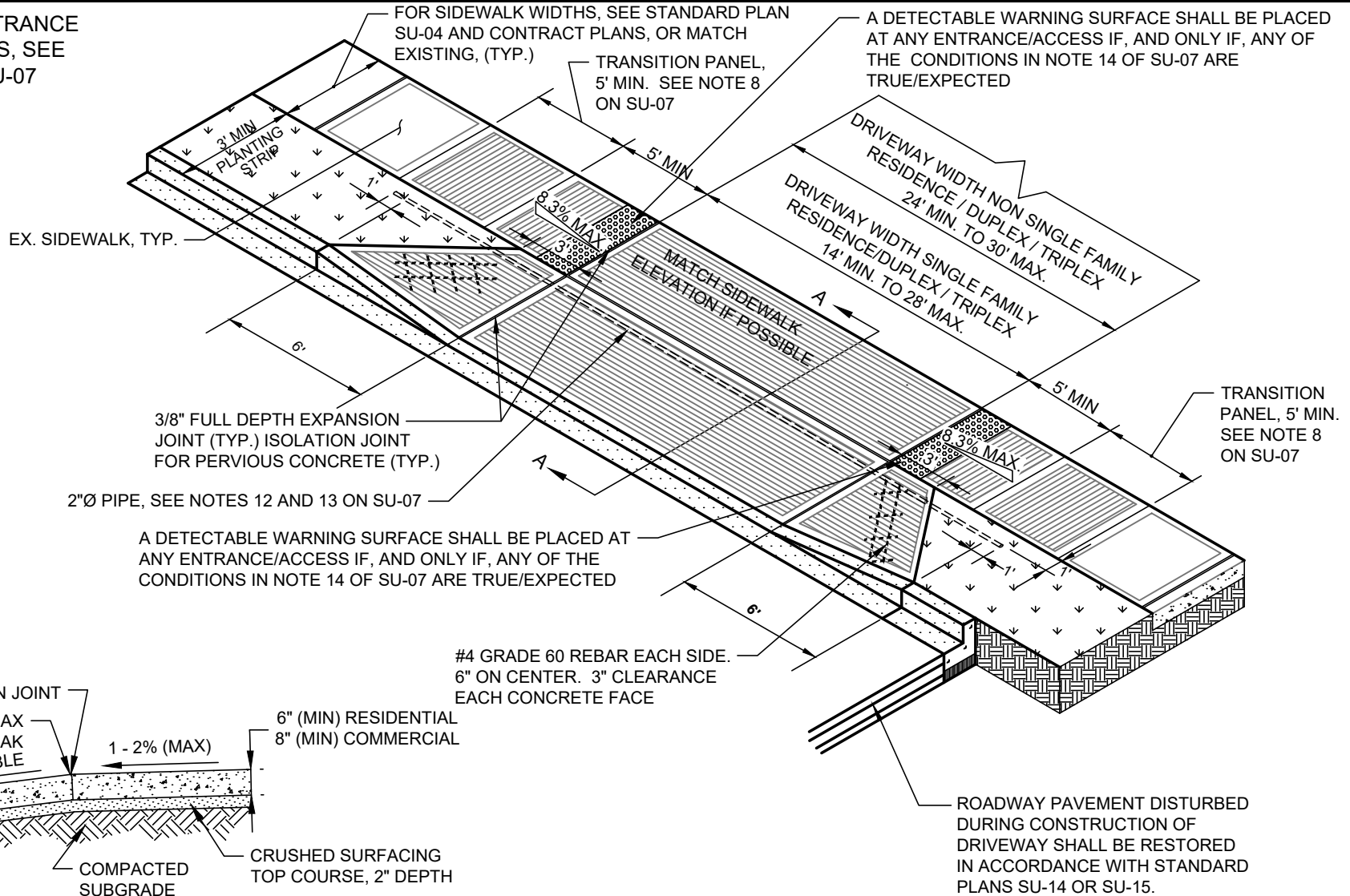
REVIEWED BY	
DCS PUBLIC WORKS N/A TACOMA POWER	Gmf ENVIRONMENTAL SERVICES N/A TACOMA WATER



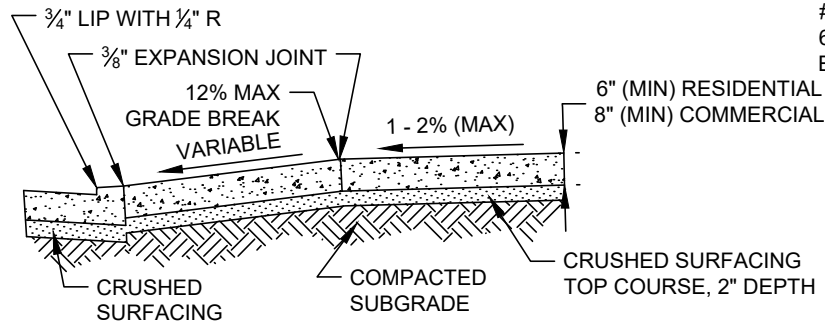
APPROVED FOR PUBLICATION	
[Signature] CITY ENGINEER	4/25/19 DATE

CITY OF TACOMA	
CEMENT CONCRETE SIDEWALK	
STANDARD PLAN NO.	SU-04

FOR DRIVEWAY ENTRANCE AND ACCESS NOTES, SEE STANDARD PLAN SU-07



A DETECTABLE WARNING SURFACE SHALL BE PLACED AT ANY ENTRANCE/ACCESS IF, AND ONLY IF, ANY OF THE CONDITIONS IN NOTE 14 OF SU-07 ARE TRUE/EXPECTED



NOTE: DESIGNED SECTION REQUIRED FOR PERMEABLE SURFACING. SEE NOTES 10 AND 11 ON SU-07.

STANDARD CONCRETE SECTION DETAIL A-A

<p>DS RVDR PUBLIC WORKS DS TACOMA POWER</p>	<p>NTS REVIEWED BY EW ENVIRONMENTAL SERVICES TS TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION</p> <p>DocuSigned by: <i>[Signature]</i> CITY ENGINEER</p> <p>10/02/2022 DATE</p>	<p>CITY OF TACOMA CEMENT CONCRETE DRIVEWAY ENTRANCE AND ACCESS TYPE 1</p> <p>STANDARD PLAN NO. SU-07A</p>
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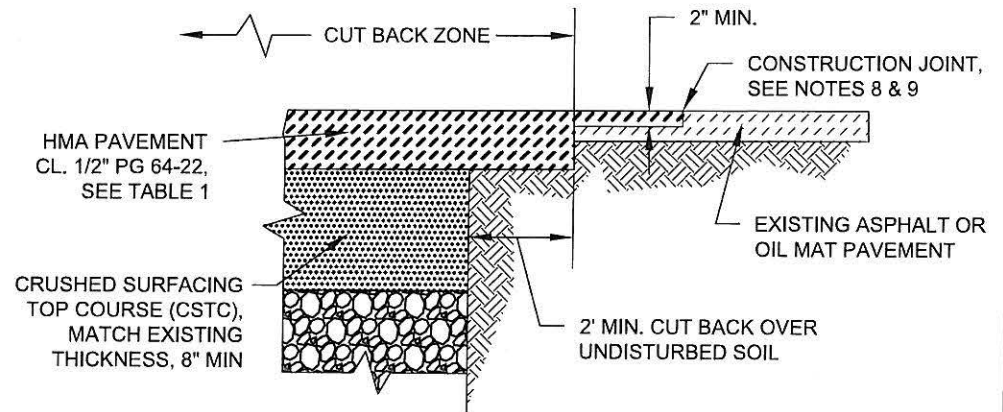
NOTES

1. **All pavement restoration work shall also meet the requirements of the City of Tacoma's Right of Way Restoration Policy. See Standard Plan SU-15B for any streets exempt from this policy.**
2. Temporary Surface Restoration:
Arterials, industrial areas and/or roads with bus traffic: Temporary patches shall be compacted and leveled to a minimum of 3-inches of hot-mix asphalt (HMA).
Residential areas and alleys: Temporary patches shall be compacted and leveled to a minimum of 2-inches of either HMA or cold-mix asphalt. Temporary patches between October 1st and March 31st shall be made with HMA unless otherwise approved.
3. All permanent final patches shall be rectangular in shape and constructed parallel and perpendicular to the road centerline.
4. Where existing pavement defects are in close proximity to the new cut, the inspector may require additional pavement removal to eliminate the pavement defect.
5. The final cut edge of paved surfaces shall be smooth and straight, consistent with grinding or saw cutting devices. No jagged, broken or undermined edges are allowed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Final compaction of HMA shall be 91% of maximum density.
Isolated patches: Minimum 1 test per patch up to 150 square feet, and 1 test required every additional 300 square feet, thereafter.
Trench patches: 1 test every 150 linear feet of trench with a minimum of 2 tests per trench.
 Testing shall be performed by a certified independent testing laboratory or certified tester, as approved by the City's Construction Division. Tests shall be completed and reports identifying the project number submitted to the City Construction Division within 48 hours of test.
7. All joints between the new and original asphalt pavement shall be sealed with hot asphalt or asphalt emulsion and covered with dry paving sand before the asphalt solidifies. Existing surfaces shall be prepared in accordance with WSDOT Standard Specification 5-04.3(5)A prior to placing any new pavement surfaces.

8. Longitudinal construction joints shall only be located at the center or edge of affected lanes.
 Streets and courts 20 feet or less in width and all alleys are considered one-lane streets. Non-arterial streets and courts greater than 20 feet in width with no traffic channelization are considered two-lane streets with one-lane either side of the centerline of the street.
 Non-arterial streets greater than 32 feet in width with no traffic channelization may be considered three lane streets upon prior approval from the City Engineer.
9. Transverse construction joints terminate at the edge of the 2' cut back.
10. HMA pavement shall not be placed over CDF until approved by the City.

**TABLE 1
PAVEMENT REPLACEMENT DEPTH
IN CUT BACK ZONE**

	MIN.	MAX.
ARTERIALS, INDUSTRIAL AREAS & ROADS WITH BUS TRAFFIC	MATCH EXISTING +1", OR 4", WHICHEVER IS GREATER	6"
RESIDENTIALS AND ALLEYS	MATCH EXISTING +1", OR 3", WHICHEVER IS GREATER	4"



APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

James Ramsey
CITY ENGINEER

12 Jun 2009
DATE

TYPICAL PAVEMENT RESTORATION
FOR ASPHALT CONCRETE/OIL MAT
PAVEMENT

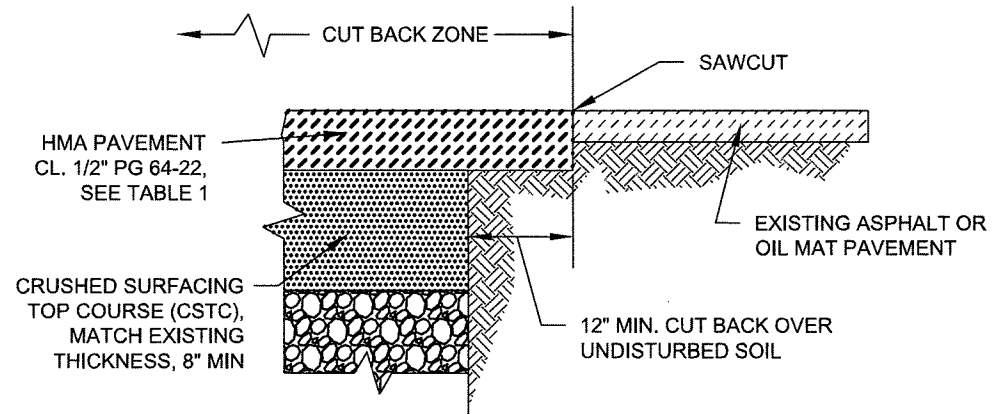
STANDARD PLAN NO. SU-15A

NOTES

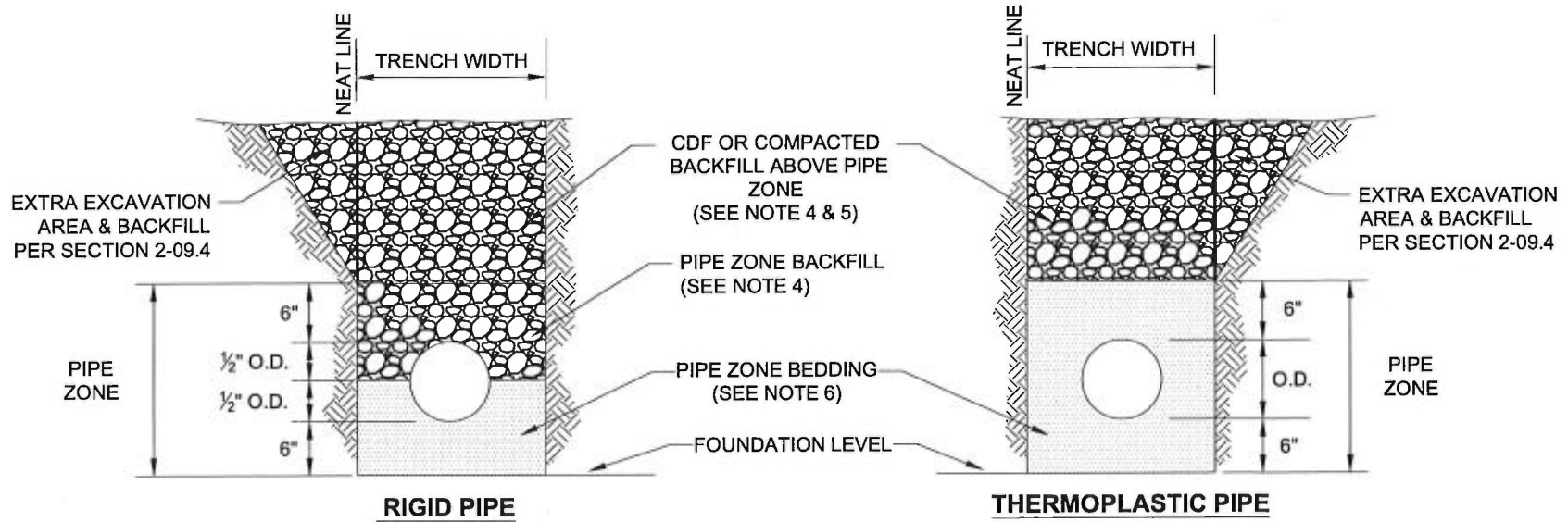
1. **This Standard Plan shall only apply to streets that are exempt from the City of Tacoma's Restoration Policy. See Standard Plan SU-15A for any streets not exempt from this policy.**
2. Temporary Surface Restoration:
Arterials, industrial areas and/or roads with bus traffic: Temporary patches shall be compacted and leveled to a minimum of 3-inches of hot-mix asphalt (HMA).
Residential and alleys: Temporary patches shall be compacted and leveled to a minimum of 2-inches of either HMA or cold-mix asphalt. Temporary patches between October 1st and March 31st shall be made with HMA unless otherwise approved.
3. All permanent final patches shall be rectangular in shape and constructed parallel and perpendicular to the road centerline.
4. Where existing pavement defects are in close proximity to the new cut, the inspector may require additional pavement removal to eliminate the pavement defect.
5. The final cut edge of paved surfaces shall be smooth and straight, consistent with grinding or saw cutting devices. No jagged, broken or undermined edges are allowed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Final compaction of HMA shall be 91% of maximum density. Testing shall be performed by a certified independent testing laboratory or certified tester, as approved by the City's Construction Division. Tests shall be completed and reports identifying the project number submitted to the City Construction Division within 48 hours of test.
7. All joints between the new and original asphalt pavement shall be sealed with hot asphalt or asphalt emulsion and covered with dry paving sand before the asphalt solidifies. Existing surfaces shall be prepared in accordance with WSDOT Standard Specification 5-04.3(5)A prior to placing any new pavement surfaces.
8. HMA pavement shall not be placed over CDF until approved by the City.
9. If remaining pavement adjacent to the patch is less than 3' wide, remove and replace with asphalt concrete pavement to match existing (minimum 2").

**TABLE 1
PAVEMENT REPLACEMENT DEPTH
IN CUT BACK ZONE**

	MIN.	MAX.
ARTERIALS, INDUSTRIAL AREAS & ROADS WITH BUS TRAFFIC	MATCH EXISTING +1", OR 4", WHICHEVER IS GREATER	6"
RESIDENTIALS AND ALLEYS	MATCH EXISTING +1", OR 3", WHICHEVER IS GREATER	4"



<p>CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS</p>	<p>APPROVED FOR PUBLICATION</p> <p style="font-size: 2em; font-family: cursive;">R. Bailey for</p>	<p>TYPICAL PAVEMENT RESTORATION FOR ASPHALT CONCRETE/OIL MAT PAVEMENT</p> <p>STANDARD PLAN NO. SU-15B</p>
	<p>CITY ENGINEER</p>	



NOTES:

1. Provide uniform support under barrel and provide pockets in bedding for pipe bells.
2. Hand tamp under haunches.
3. Trench width shall be as specified in Section 2-09.4 of the WSDOT Standard Specifications.
4. Pipe zone backfill and backfill above pipe zone shall meet the material requirements of WSDOT Standard Specification Section 9-03.12(2) for gravel backfill for walls.
5. All trenches shall be compacted in accordance with SU-28.
6. Pipe zone bedding shall meet the material requirements of WSDOT Standard Specification Section 9-03.9(3) for crushed surfacing top course.

DCS

PUBLIC WORKS

NA

TACOMA POWER

REVIEWED BY

GMS

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

[Signature]

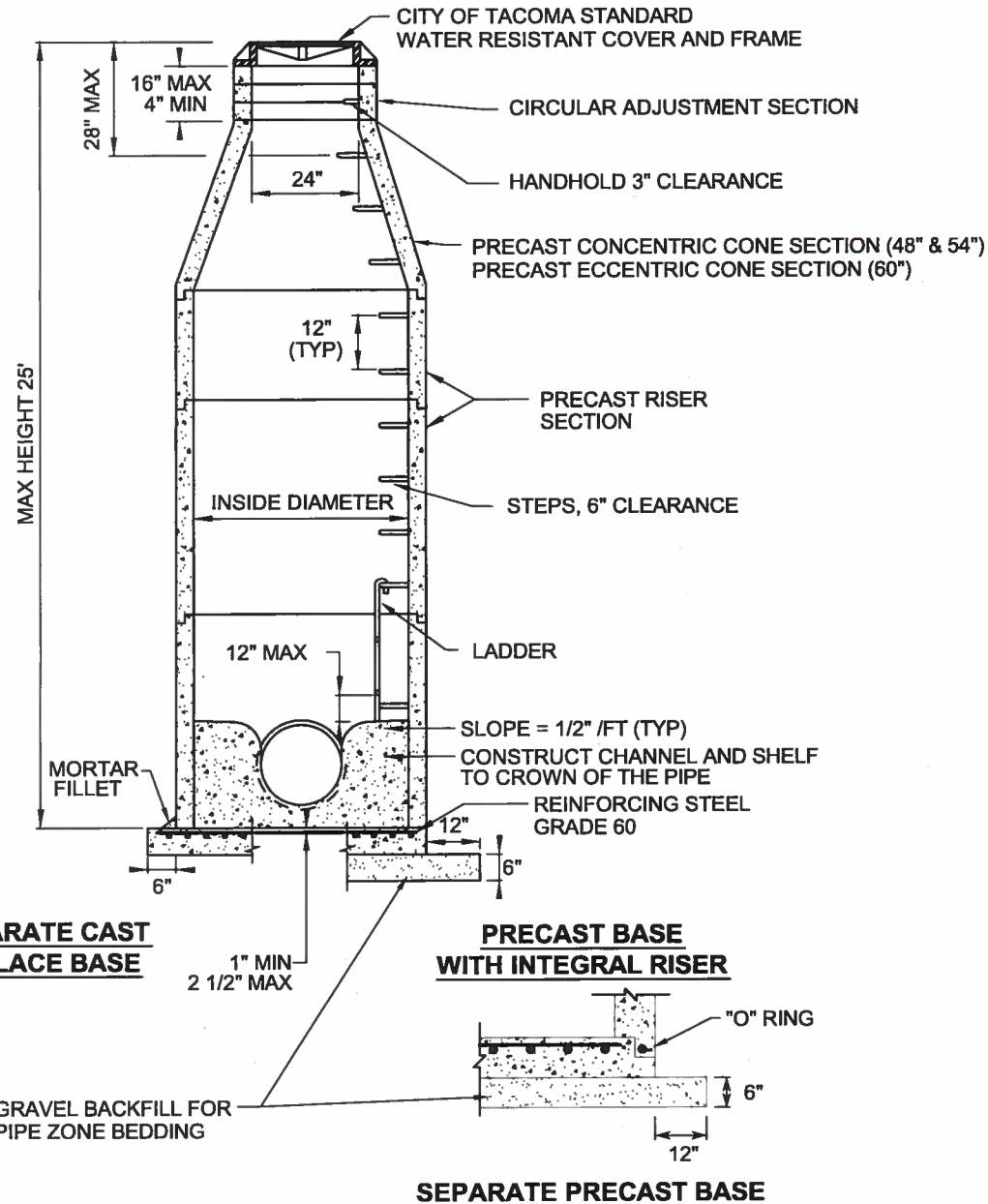
CITY ENGINEER

8/16/16

DATE

CITY OF TACOMA
PIPE ZONE BEDDING AND BACKFILL
FOR SANITARY AND STORM
SEWERS

STANDARD PLAN NO. SU-16



NOTES:

1. For details showing grade ring, ladder, steps, handholds and top slabs, see Standard Plan No. SU-21.
2. Non-reinforced concrete in channel and shelf shall be Class 3000. All precast concrete shall be Class 4000.
3. Rubber gaskets shall be used in tongue and groove joints of pre-cast sections.
4. A flexible pipe-to-manhole connector shall be employed in all connections of rigid and flexible pipes to new precast concrete manholes. The connector shall be "Kor-N-Seal" with "Wedge Korband" manufactured by NPC, Inc., or approved equal.
5. Base reinforcing steel shall be per manufacturer's recommendation.

MANHOLE DIMENSION TABLE				
INSIDE DIAMETER	MINIMUM WALL THICKNESS	MINIMUM BASE THICKNESS	MAXIMUM HOLE SIZE	MINIMUM DISTANCE BETWEEN HOLES
48"	4"	6"	36"	8"
54"	4 1/2"	8"	42"	8"
60"	5"	8"	48"	8"

**SEPARATE CAST
IN PLACE BASE**

**PRECAST BASE
WITH INTEGRAL RISER**

SEPARATE PRECAST BASE

APPROVED FOR PUBLICATION

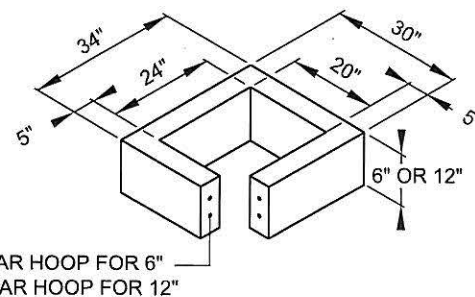
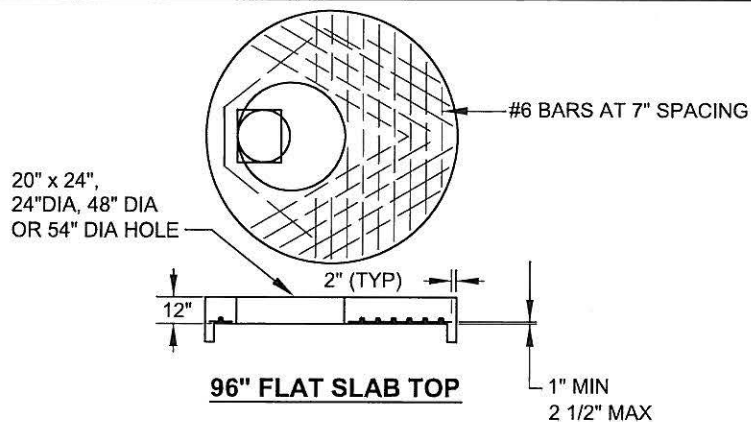
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

[Signature]
CITY ENGINEER

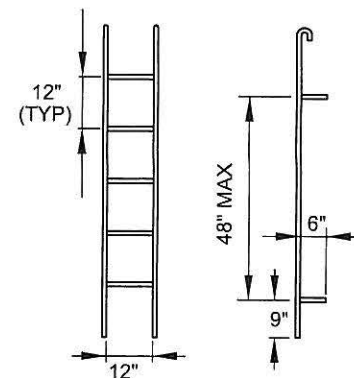
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DATE

MANHOLE-TYPE 1
48", 54" AND 60"

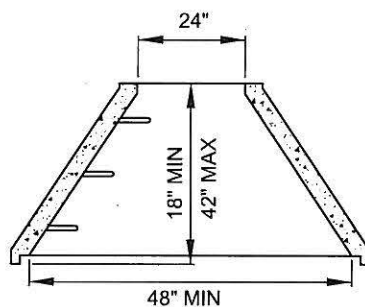
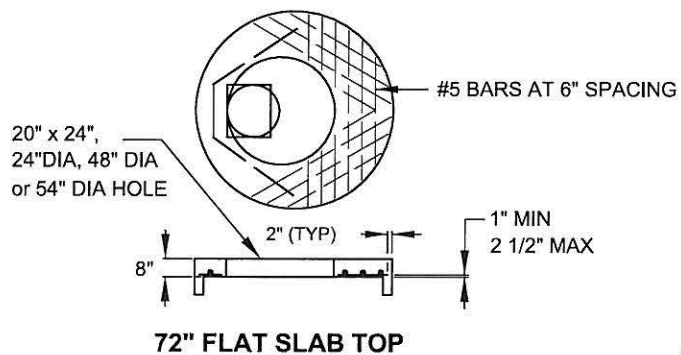
STANDARD PLAN NO. SU-17



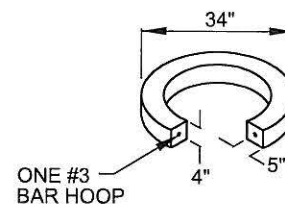
RECTANGULAR ADJUSTMENT SECTION



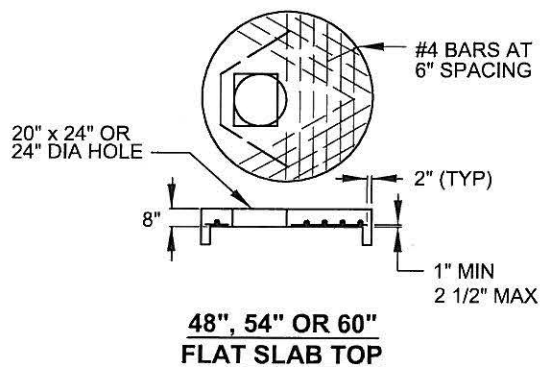
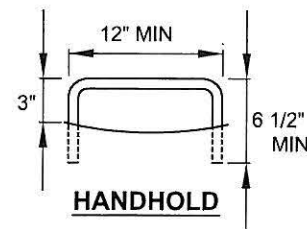
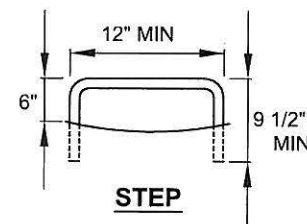
PREFABRICATED LADDER



CONCENTRIC CONE SECTION



CIRCULAR ADJUSTMENT SECTION



NOTE:

As an acceptable alternate to rebar, wire mesh having a minimum area of 0.12 square inches per foot may be used for adjustment sections.

APPROVED FOR PUBLICATION

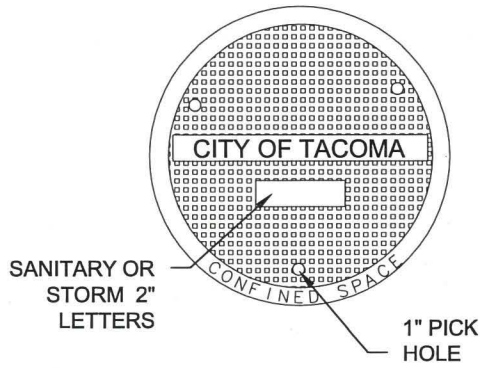
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

Jane Pervey
CITY ENGINEER

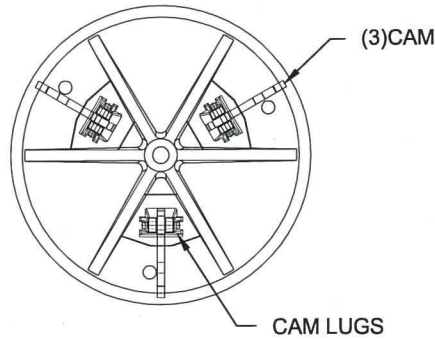
12 Jun 2009
DATE

MISCELLANEOUS DETAILS
FOR MANHOLES AND
CATCH BASINS

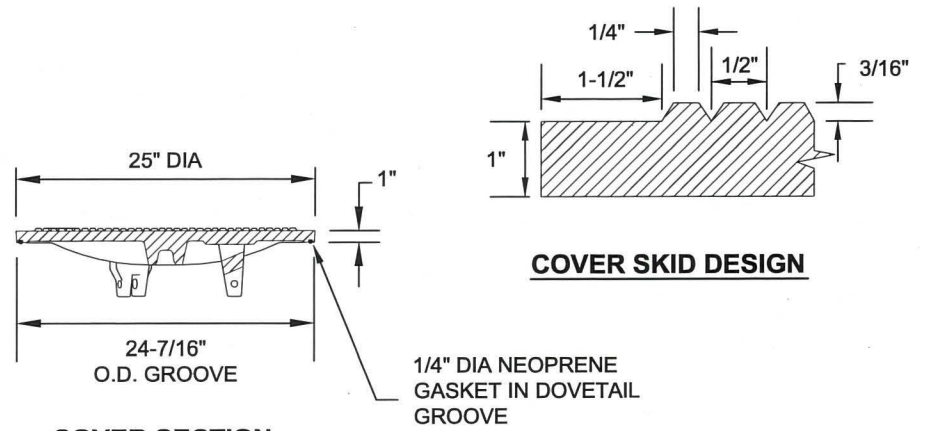
STANDARD PLAN NO. SU-21



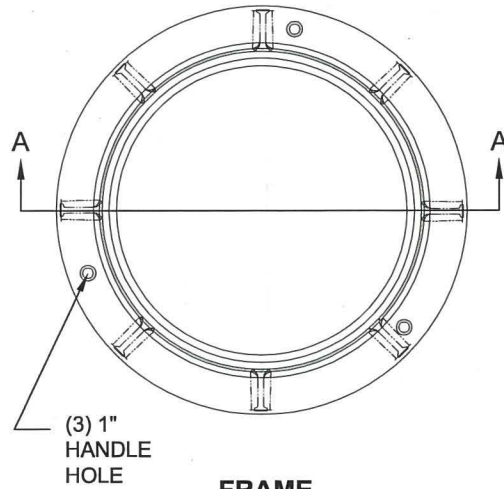
PLAN VIEW



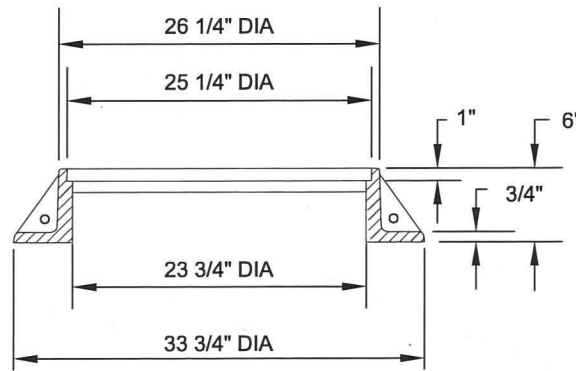
BOTTOM VIEW



COVER SECTION



FRAME



SECTION A-A

NOTES:

1. Covers shall have the word "SANITARY" in 2 inch raised letters when used with sanitary sewer installations, or "STORM" when installed with storm sewers. All covers shall have the words "CITY OF TACOMA" in 1-1/2 inch raised letters and the words "CONFINED SPACE" in 1-inch raised letters.
2. Lids must be interchangeable, any lid shall fit any and all frames.
3. Frame and cover shall be designed for H-20 loading.
4. Frame shall be grey-iron conforming to the requirements of AASHTO M 105, grade 30B.
5. Covers shall be ductile iron conforming to ASTM A 536, grade 80-55-06.
6. Per WSDOT Standard Specification 9-05.15, metal castings shall not be dipped, painted, welded, plugged, or repaired.

APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

[Signature]
CITY ENGINEER

1/17/07
DATE

MANHOLE FRAME AND COVER

STANDARD PLAN NO. SU-22

PROGRESSION OF WORK

PRIOR TO EXCAVATING OR RESURFACING:

Contractor shall:
 Remove frame and risers to a depth 8-inches below subgrade.
 Install steel protective plate in accordance with Detail A.
 Reference the location of the utility structure.

CONSTRUCTION OF SURFACING:

Gravel surfacing:
 Install base materials and gravel over protective steel plate.
 Asphalt surfacing:
 Install base materials and asphalt over protective steel plate.
 Concrete surfacing:
 Adjust frame and grate to final grade prior to placing concrete surfacing.

UPON COMPLETION OF SURFACING:

The asphalt concrete pavement or gravel surfacing shall be removed in a neat circle in accordance with Detail B.

The location of the asphalt or gravel removal shall be based upon the reference location established by the Contractor.

Crushed surfacing and base materials shall be removed and disposed of to allow the removal of the steel protective plate.

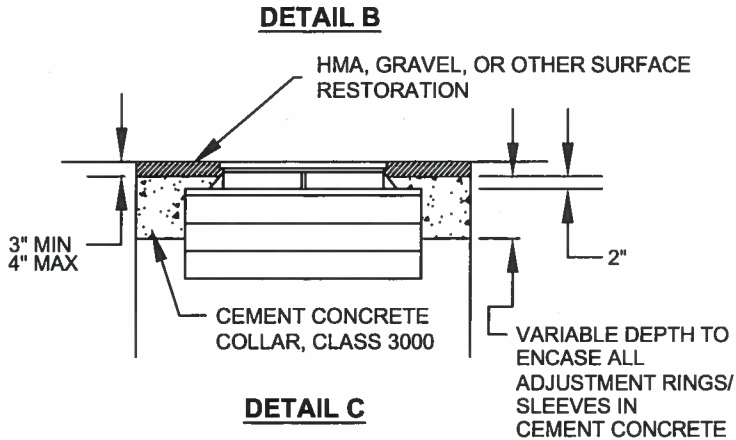
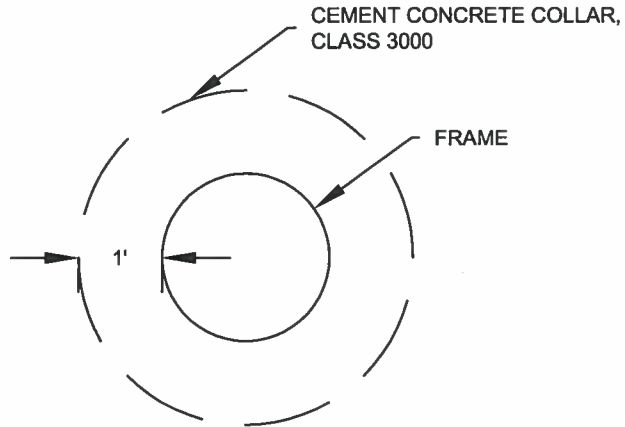
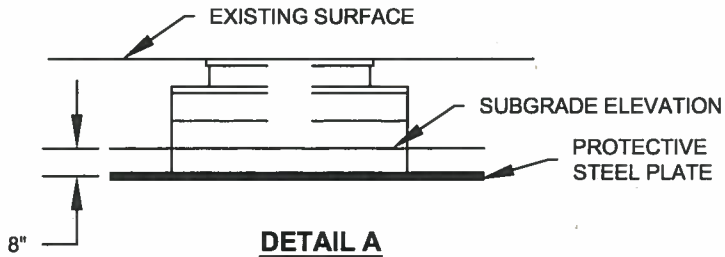
The structure shall be adjusted to finish grade utilizing the same methods of construction as specified for new construction in Section 7-05.

For hot mix asphalt, the area shall then be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the finished pavement surface. 24-hours after placing the concrete, HMA pavement CL. 3/8" PG 64-22 shall be placed in accordance with Standard Plan No. SU-15.

For non-paved surfaces, the area shall be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the top of the casting and then backfilled with crushed surfacing top course and compacted.

NOTE:

All general provisions, construction and warranty requirements of the Right of Way Restoration Policy will be followed.



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**CITY OF TACOMA
 DEPARTMENT OF PUBLIC WORKS**

[Handwritten Signature]
 CITY ENGINEER

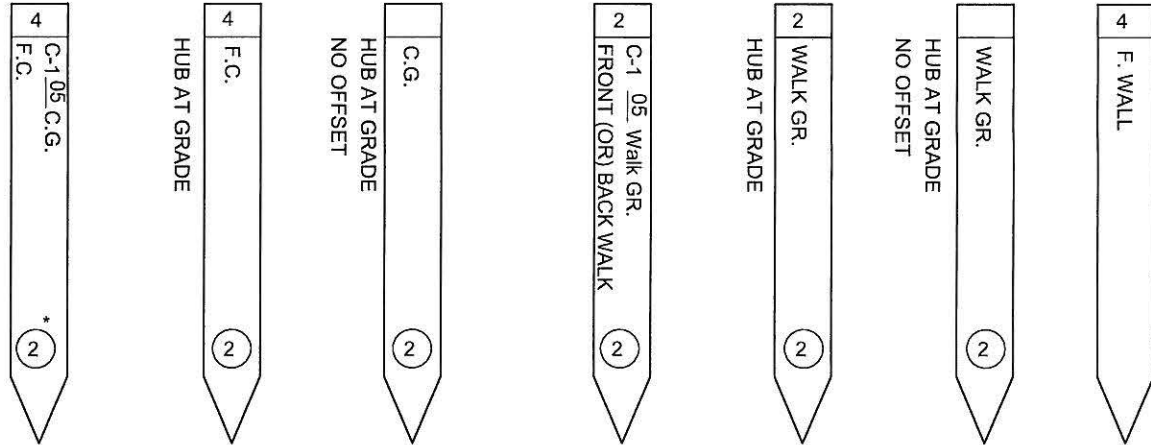
4/29/14
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UTILITY ADJUSTMENT

STANDARD PLAN NO. SU-25

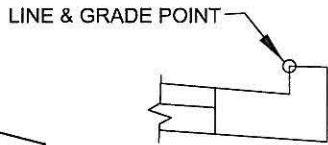
ABBREVIATIONS

- F.C..... FACE OF CURB
- C.G..... CURB GRADE
- F.L..... FLOW LINE
- F.WALL... FACE OF WALL
- SH.GR.... SHOULDER GRADE
- C.B..... CATCH BASIN
- M.H..... MAN HOLE
- L.H..... LAMP HOLE
- S.G..... SUBGRADE
- B.G..... BALLAST GRADE
- CR.R.GR. CRUSHED ROCK GRADE
- P.C..... POINT OF CURVATURE
- P.T..... POINT OF TANGENCY
- V.C..... VERTICAL CURVE
- E.P..... EDGE OF PAVING

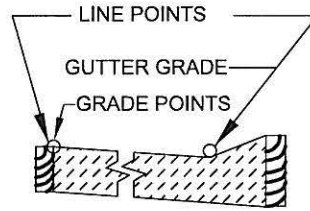


STAKES SHALL HAVE STATIONS ON BACK SIDE

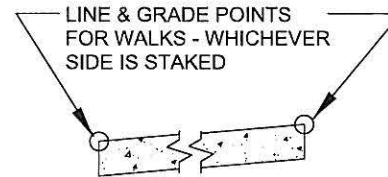
* DESIGNATES DISTANCE FROM GUARD STAKE TO GRADE OR LINE HUB. (OPTIONAL)



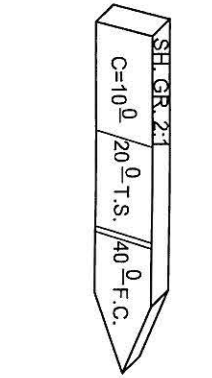
CURBS



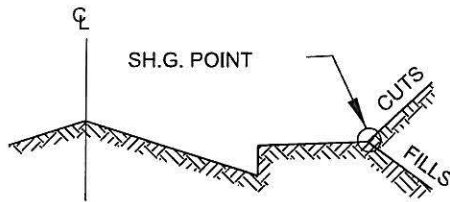
ALLEY SLABS



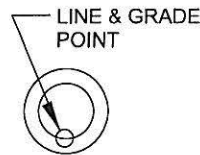
WALKS



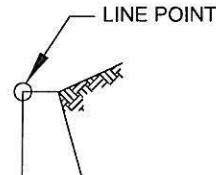
SLOPE STAKES



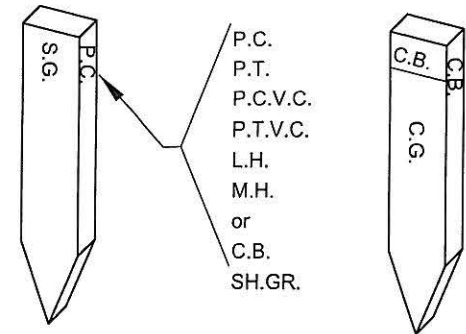
SIDE OR BACK



SEWERS



WALLS



APPROVED FOR PUBLICATION

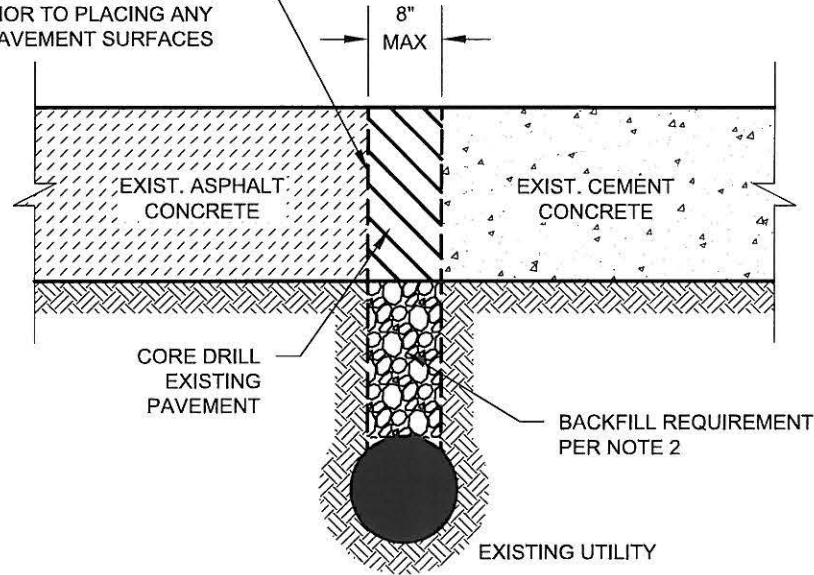
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

James Power
CITY ENGINEER

12 Jun 2009
DATE

STANDARD PROCEDURE
FOR MARKING
CONSTRUCTION STAKES
STANDARD PLAN NO. SU-26

EXISTING SURFACES SHALL BE PREPARED IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 5-04.3(5)A PRIOR TO PLACING ANY NEW PAVEMENT SURFACES



NOTES:

1. The existing pavement shall be cut full depth with an eight inch diameter core drill. The subbase material shall be removed using a vacuum excavator, keeping the excavation as minimal as possible.
2. Backfill the excavation with a six inch cushion of crushed rock over the utility then place the remaining void with CDF or compacted CSTC.
3. For asphalt concrete streets, repair the cored pavement section with HMA Class 1/2" PG 64-22 and seal the joint.
4. For cement concrete pavement streets, replace the cored section with Class 6000 cement concrete.
5. If excavation is larger than 8" core, restoration shall comply with the Right of Way Restoration Policy.

APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

June Pervey
CITY ENGINEER

12 Jun 2009
DATE

POTHOLING

STANDARD PLAN NO. SU-27

COMPACTION TESTING REQUIREMENTS ^A		
DEPTH	TESTING FREQUENCY ^C	
	VERTICAL	HORIZONTAL
SURFACE (BELOW HMA)	N/A	1 TEST EVERY 150 LINEAR FEET OF TRENCH OR MINIMUM 2 PER TRENCH
		1 TEST FOR 150 SQUARE FEET FOR ISOLATED PATCHES ^B
1 TO 4 FEET (OR MIN 18 IN. ABOVE PIPE)	1 EVERY 12 INCHES	SAME AS FOR SURFACE
> 4 FEET TO BOTTOM OF TRENCH	NO SPECIFIC REQUIREMENT - MAY BE REQUIRED BY COT INSPECTOR FOR VERIFICATION OF COMPACTION	

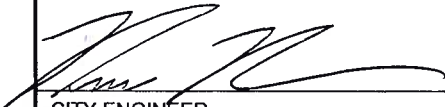
A. TESTING SHALL BE PERFORMED BY A CERTIFIED INDEPENDENT TESTING LABORATORY OR A CERTIFIED TESTOR AS APPROVED BY THE CITY'S CONSTRUCTION DIVISION. THE COST OF TESTING IS THE RESPONSIBILITY OF THE PERMITTEE. TESTS SHALL BE COMPLETED AND REPORTS IDENTIFYING THE PROJECT NUMBER SUBMITTED TO THE CONSTRUCTION DIVISION WITHIN 48 HOURS OF TESTS.

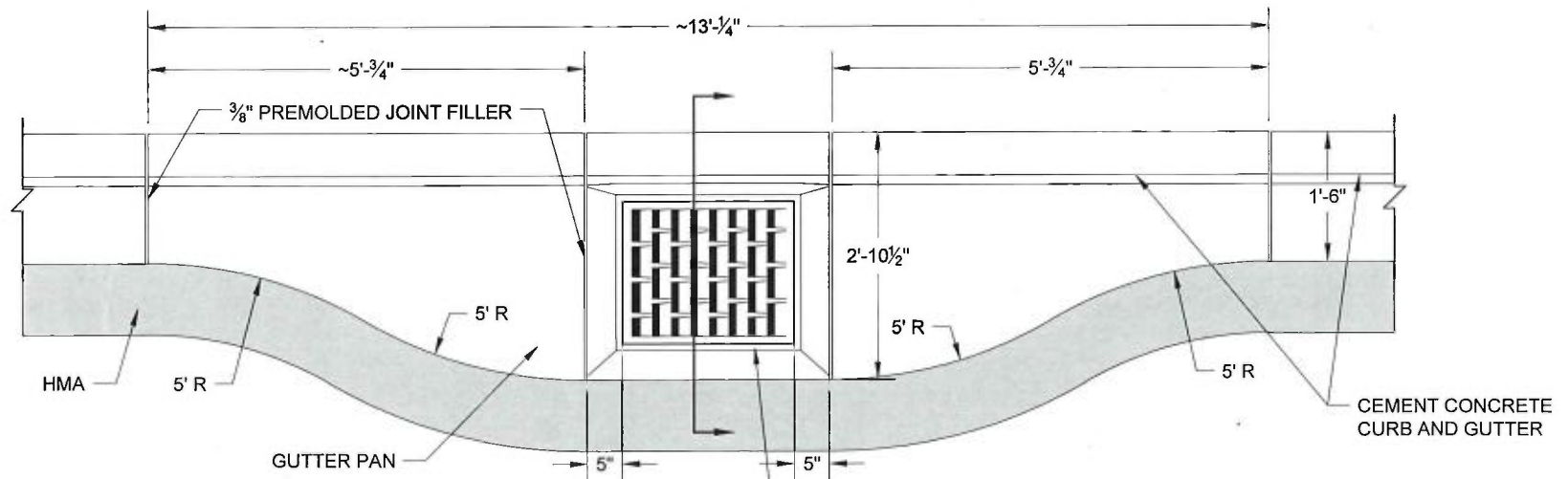
B. ONLY ONE COMPACTION TEST WILL BE REQUIRED FOR MULTIPLE TRENCHES WITHIN A 150 SF AREA PROVIDED COMPACTION PROCEDURES ARE THE SAME.

C. EACH LIFT SHALL BE COMPACTIONED TO 95% MODIFIED PROCTOR DENSITY, AS VERIFIED BY COMPACTION TESTING, BEFORE PROCEEDING TO THE NEXT LIFT. COT INSPECTOR MAY REQUIRE EXCAVATION AND REMOVAL OF SOIL WHERE COMPACTION IS IN QUESTION.

NOTES:

1. Compact backfill material in max. 12 in. lifts. Compact backfill material to 95% max. modified proctor density (ASTM 1557) except directly over pipe, hand tamp only.
2. Native backfill will require laboratory testing to determine max. modified proctor density. Imported backfill will require submittal of proctor test results from supplier.
3. See WSDOT Standard Specification Section 2-09.3(1)E for material requirements on "Controlled Density Fill" (CDF). CDF may be used for trenches less than 24 in. wide or as approved by the City Engineer. CDF shall be vibrated/compacted.

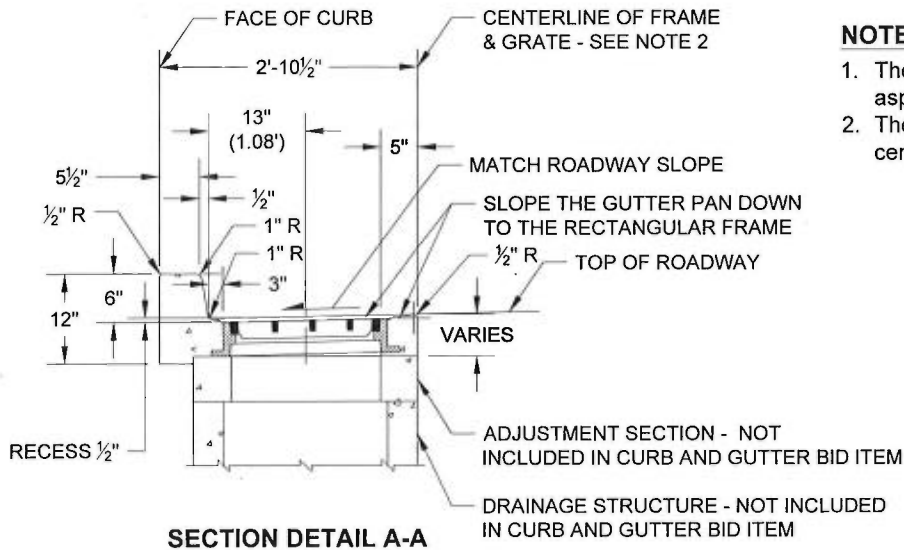
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS	APPROVED FOR PUBLICATION  CITY ENGINEER	TRENCH BACKFILL COMPACTION REQUIREMENTS
	DATE 11/30/14	STANDARD PLAN NO. SU-28



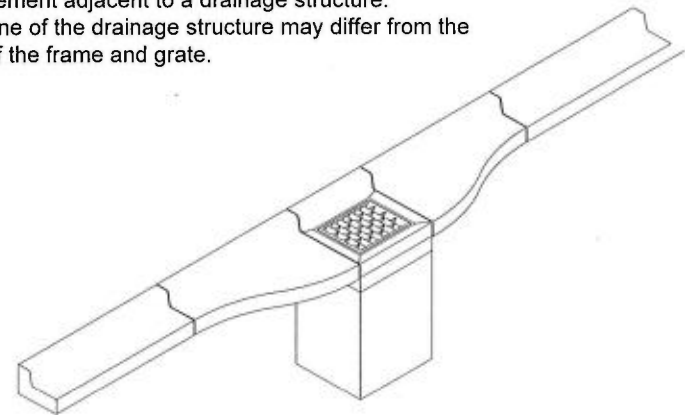
RECTANGULAR FRAME AND GRATE - NOT INCLUDED IN CURB AND GUTTER BID ITEM

NOTES:

1. The intent of this design is to facilitate the compaction of hot mix asphalt pavement adjacent to a drainage structure.
2. The centerline of the drainage structure may differ from the centerline of the frame and grate.



SECTION DETAIL A-A



<p><i>DCS</i> PUBLIC WORKS</p> <p><i>NA</i> TACOMA POWER</p>	<p>REVIEWED BY <i>GMS</i></p> <p>ENVIRONMENTAL SERVICES <i>NA</i></p> <p>TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i> 8/16/16</p> <p>CITY ENGINEER DATE</p>	<p>CITY OF TACOMA</p> <p>CEMENT CONCRETE CURB AND GUTTER PAN</p> <p>STANDARD PLAN NO. SU-30</p>
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APPENDIX B

CITY OF TACOMA INSURANCE REQUIREMENTS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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 Other Insurance



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.

PART III

**CITY OF TACOMA
EQUITY IN CONTRACTING
PROGRAM**



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

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 EICOffice@cityoftacoma.org

CITY OF TACOMA

EQUITY IN CONTRACTING (EIC) PROGRAM REGULATIONS

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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 delegee 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 delegee 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 delegees 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 EIOffice@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 EIOffice@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 EIOffice@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 EICOffice@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**

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.

1. Bidder Name:					
2. Project Title:				3. SPEC #:	
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$				
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

* 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

Initial Information:

1. Bidder Name:	ABC Construction, Inc.			3. SPEC #:	PW23-0011F
2. Project Title:	Downtown Restoration and Street Maintenance Project				
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$359,670.00				
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Traffic ABC <small>Representative Name & Contact # below: Beth Bell – (253) 555-3333</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #4- Pedestrian Traffic Control <small>What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/></small>	\$30,000
Survey 101, Inc. <small>Representative Name & Contact # below: John Doe – (253) 111-2233</small>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Item #1 – Roadway Surveying <small>What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/></small>	\$9,500.00
Hello Manufacturer <small>Representative Name & Contact # below: Sam Jam – (253) 555-7899</small>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #66- Green Durable Product <small>What is the Certified Firm Project Role? Subcontractor <input type="checkbox"/> Material Supplier (20%) <input checked="" type="checkbox"/></small>	\$10,000 <small>(In this example, Total subcontract amount is \$10,000- Only 20% of total will be applied towards *EIC Reqs)</small>
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<small>What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/></small>	

* 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 $(\$100,000 \times 20\%) = \$20,000$ to be applied towards the EIC Requirements

Provide a description of the scope of work, services, or materials/supplies planned to be provided by each listed Certified Business.

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.

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. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability, or “pregnancy outcomes” under TMC 1.29.040, in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 28859 Ex. A; passed Nov. 22, 2022; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Repealed by Ordinance No. 28931. Approval as a Certified Business.

(Repealed by 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. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application 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:

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The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of Certified 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.

3. Services and Public Works subcontracts.

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

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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).

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize 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.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the

effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 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 of 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.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect 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.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

PART IV
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.