DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
PW24-0055F

McKinley Overlook

PROJECT NO. PWK-01040-02

Division 1
Clara Dubow, PE, Eng. Project Manager
Engineering Division
Public Works Department
Tacoma Municipal Building, Room 522
Tacoma, Washington 98402

Division 2-9
Brian Wang, PE, Project Engineer
Engineering Division
Public Works Department
Tacoma Municipal Building, Room 544
Tacoma, Washington 98402
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NOTE: ALL BIDDERS MUST HAVE A COPY OF THE SPECIFICATIONS AND THE BID SUBMITTAL PACKAGE

REQUEST FOR BIDS

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SPECIAL NOTICE TO BIDDERS

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PART III   CITY OF TACOMA – EQUITY IN CONTRACTING PROGRAM

PART IV    CITY OF TACOMA - LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) REGULATIONS FOR PUBLIC WORKS CONTRACTS

PART V     STATE PREVAILING WAGE RATES AND INSURANCE REQUIREMENTS
Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, May 21, 2024

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

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

Submittal Delivery: Sealed submittals will be received as follows:

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

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 the construction of a scenic overlook, consisting of curb ramps, sidewalk, bulb-outs, planted landscape areas, roadway repair as needed, art, and amenities along E 32nd St from E E St and E F St.

Estimate: $657,225

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 Carly Fowler by email to c.fowler@cityoftacoma.org.

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

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

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

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

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

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

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

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

4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure submittal of a responsive bid.

5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure submittal of a responsive bid.

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.
POST AWARD FORMS EXECUTED UPON AWARD:

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

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

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

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

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

F. GENERAL RELEASE.

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

Example LEAP Requirements:

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

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

NOTE: Depending on the number of requirements assigned to this project, the requirements could be satisfied concurrently. For example if the prime contractor utilizes individuals who simultaneously meet more than one assigned requirement, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area, then the hours worked by that individual will be applied toward both requirements.

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

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

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

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

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

BID PROPOSAL AND CONTRACT FORMS
BID PROPOSAL

SPECIFICATION NO. PW24-0055F

MCKINLEY OVERLOOK

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. PW24-0055F 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.
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<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
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<td>Roadway Surveying</td>
<td>1</td>
<td>Lump Sum</td>
<td>$________</td>
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<td>R-2. 1-05</td>
<td>Project Redline Drawings</td>
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<td>Lump Sum</td>
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<td>SPCC Plan</td>
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<td>Lump Sum</td>
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<td>1</td>
<td>Lump Sum</td>
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<td>1</td>
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<td>R-6. 1-10</td>
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<td>Lump Sum</td>
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<td>R-7. 2-01</td>
<td>Clearing and Grubbing</td>
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<td>Lump Sum</td>
<td>$________</td>
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<td>R-8. 2-02</td>
<td>Removal of Structures and Obstructions</td>
<td>1</td>
<td>Lump Sum</td>
<td>$________</td>
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<td>R-10. 2-03</td>
<td>Gravel Borrow Incl. Haul</td>
<td>11</td>
<td>Ton</td>
<td>$________</td>
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<tr>
<td>R-11. 2-06</td>
<td>Subgrade Maintenance and Protection Plan</td>
<td>1</td>
<td>Lump Sum</td>
<td>$________</td>
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<tr>
<td>R-12. 2-09</td>
<td>Shoring or Extra Excavation Class B</td>
<td>87</td>
<td>Sq. Ft.</td>
<td>$________</td>
</tr>
<tr>
<td>R-13. 2-09</td>
<td>Structure Excavation Class B</td>
<td>11</td>
<td>Cu. Yd.</td>
<td>$________</td>
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<tr>
<td>R-14. 2-14</td>
<td>Remove Existing Pavement</td>
<td>1035</td>
<td>Sq. Yd.</td>
<td>$________</td>
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<tr>
<td>R-15. 2-16</td>
<td>Remove Catch Basin</td>
<td>2</td>
<td>Each</td>
<td>$________</td>
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Contractor’s Name: ____________________________
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<th>ITEM DESCRIPTION</th>
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<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
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</thead>
<tbody>
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<td>R-16.</td>
<td>Crushed Surfacing Top Course</td>
<td>63 Ton</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>R-17.</td>
<td>Crushed Surfacing Base Course</td>
<td>81 Ton</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>R-18.</td>
<td>HMA CL 1/2&quot; PG 58H-22 for Temporary Pavement Patch</td>
<td>2 Ton</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-19.</td>
<td>HMA CL 1/2&quot; PG 58H-22</td>
<td>60 Ton</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>R-20.</td>
<td>Catch Basin Type 1</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-21.</td>
<td>Catch Basin Type 2</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>R-22.</td>
<td>Reconnect Existing Sewer Pipe to New Structure</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>R-23.</td>
<td>CDF for Pipe Abandonment</td>
<td>1 Cu. Yd.</td>
<td>$________</td>
<td>$________</td>
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<tr>
<td>R-24.</td>
<td>Plugging Existing Pipe</td>
<td>2 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-27.</td>
<td>PVC Storm Sewer Pipe 12 In. Diam.</td>
<td>7 Lin. Ft.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-29.</td>
<td>Erosion/Water Pollution Control</td>
<td>1 Lump Sum</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-30.</td>
<td>Stormwater Pollution Prevention Plan (SWPPP)</td>
<td>1 Lump Sum</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
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Contractor’s Name: ________________________________
Specification No. PW24-0055F
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<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-31.</td>
<td>Site Restoration</td>
<td>1 Lump Sum</td>
<td></td>
<td></td>
</tr>
<tr>
<td>R-32.</td>
<td>Topsoil Type A</td>
<td>70 Cu. Yd.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-33.</td>
<td>Bark or Woodchip Mulch</td>
<td>25 Cu. Yd.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-34.</td>
<td>Irrigation Plan</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-35.</td>
<td>Irrigation System</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-36.</td>
<td>Pedestrian Curb</td>
<td>45 Lin. Ft.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-37.</td>
<td>Cement Conc. Driveway Entrance</td>
<td>3 Sq. Yd.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-38.</td>
<td>Black PVC Coated Chain Link Fence</td>
<td>330 Lin. Ft.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-39.</td>
<td>Black PVC Coated Chain Link Fence Gate</td>
<td>1 Lin. Ft.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-40.</td>
<td>Poured Monument</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-41.</td>
<td>Cement Conc. Sidewalk</td>
<td>575 Sq. Yd.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-42.</td>
<td>Cement Conc. Curb Ramp</td>
<td>5 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-43.</td>
<td>Illumination System, complete</td>
<td>1 Lump Sum</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>R-44.</td>
<td>Permanent Signing</td>
<td>1 Lump Sum</td>
<td>$________</td>
<td></td>
</tr>
<tr>
<td>R-45.</td>
<td>Plastic Line</td>
<td>200 Lin. Ft.</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>
Schedule A: Roadway Improvements

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-46. 8-22</td>
<td>Plastic Access Parking Space Symbol</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-47. 8-22</td>
<td>Plastic Crosshatch Marking</td>
<td>25 Lin. Ft.</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-48. 8-40</td>
<td>Install and Wrap Trash Receptacle</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
<tr>
<td>R-49. 8-41</td>
<td>Viewfinder</td>
<td>1 Each</td>
<td>$________</td>
<td>$________</td>
</tr>
</tbody>
</table>

TOTAL BASE BID FOR ITEMS R-1 THRU R-49 $_______________________

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____________________________ percent.

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

Bidder: ________________________________________________

Signature of Authorized Official: ________________________________

Date: ________________________________________________

Contractor’s Name: ________________________________

Specification No. PW24-0055F

Page 5 of 5
SIGNATURE PAGE
CITY OF TACOMA
PUBLIC WORKS ENGINEERING

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

REQUEST FOR BIDS SPECIFICATION NO. PW24-0055F
McKinley Overlook

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

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

Non-Collusion Declaration

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

Bidder/Proposer’s Registered Name

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

Printed Name and Title

Address

(Area Code) Telephone Number / Fax Number

City, State, Zip

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

Authorized Signatory E-Mail Address

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


E-Mail Address for Communications

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____
Herewith find deposit in the form of a cashier’s check in the amount of $__________________ which amount is not less than 5-percent of the total bid.

SIGN HERE__________________________________

BID BOND

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

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

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

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

PRINCIPAL:

________________________________________________________

SURETY:

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

________________________________________________________

____________________, 20___

Received return of deposit in the sum of $ _______________________________________________
Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 30, 2024), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date City State

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

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

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

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

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

Number: _______________________
Effective Date: __________________
Expiration Date: __________________

Current Washington Unified Business Identifier (UBI) Number:

Number: _________________________

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

☐ Yes    ☐ No    ☐ Not Applicable

Washington Employment Security Department Number

Number: _________________________
☐ Not Applicable

Washington Department of Revenue state excise tax Registration number:

Number: _________________________
☐ Not Applicable

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

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

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

☐ Yes    ☐ No

If incorporated, in what state were you incorporated?
State: ____________ ☐ Not Incorporated

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

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

☐ Yes    ☐ No
EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>18%</td>
<td>9%</td>
<td>20%</td>
</tr>
</tbody>
</table>

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

www.omwbe.diversitycompliance.com*

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

CCD/EIC: PWK-01040-02-01
Date of Record: 04/15/2024
Project Spec#: PW24-0055F
Project Title: McKinley Overlook

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

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

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

<table>
<thead>
<tr>
<th>Column A. Certified Business Name</th>
<th>Column B. Business Cert. Type</th>
<th>Column C. Bid Item(s) Number(s) performed by the Certified Business(es)</th>
<th>Column D. Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MBE</td>
<td>WBE</td>
<td>SBE/DBE</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

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

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

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

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

**Example of a COMPLETED EIC UTILIZATION FORM**

<table>
<thead>
<tr>
<th>Initial Information:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidder Name:</td>
<td>ABC Construction, Inc.</td>
</tr>
<tr>
<td>2. Project Title:</td>
<td>Downtown Restoration and Street Maintenance Project</td>
</tr>
<tr>
<td>3. SPEC #:</td>
<td>PW23-0011F</td>
</tr>
<tr>
<td>4. Base Bid – No Sales Tax (Must match Bid Proposal amount)</td>
<td>$359,670.00</td>
</tr>
</tbody>
</table>

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

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

Complete Initial Information Section:

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

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

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

Complete Column “C”: Specify the role of each listed Certified Business by checking Subcontractor or Material Supplier. Note: Each role counts differently towards EIC Utilization Requirements.
   - Subcontractor: 100% of subcontract amount counts towards the EIC Utilization Requirement
   - Material Supplier: 20% of supply expenditure amount counts towards the EIC Utilization Requirement
   - EXAMPLE Material cost = $100,000 equates to ($100,000 X 20%) = $20,000 to be applied towards the EIC Requirements

Add 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.
CONTRACT

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 xxxxxxx.

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

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

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

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

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

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

CITY OF TACOMA:
Signature:
Name:
Title:

CONTRACTOR:
Signature:
Name:
Title:

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

Director of Finance: ________________________________

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

Approved By: ___________________________________________

Approved By: ___________________________________________

Approved By: ___________________________________________

Approved By: ___________________________________________

Approved By: ___________________________________________

Approved By: ___________________________________________

APPENDIX A
FEDERAL FUNDING
1. Termination for Breach

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

2. Prevailing Wages

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

2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made 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
      3000. As such, the CONTRACTOR is required to verify that none of the contractor’s
      principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905)
      are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. §
      180.935).

   B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000,
      subpart C, and must include a requirement to comply with these regulations in any lower
tier Covered Transaction it enters into.
C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

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

   ii. Meeting contract performance requirements; or

   iii. At a reasonable price.

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

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

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

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

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

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

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

___________________________________
Signature of Contractor’s Authorized Official

___________________________________
Name and Title of Contractor’s Authorized Official

____________________ Date
## APPENDIX B—Sub-recipient information and requirements

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

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

| (xi) Federal Awarding Agency: Pass-Through Entity: Awarding Official Name and Contact Information: |
|---|---|---|
| DEPARTMENT OF THE TREASURY | City of Tacoma | |

<table>
<thead>
<tr>
<th>(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</th>
<th>(xiii) Identification of Whether the Award is R&amp;D</th>
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<tr>
<th>(xiv) Indirect Cost Rate for the Federal Award</th>
<th>Award Payment Method (lump sum payment or reimbursement)</th>
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<tr>
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<td>REIMBURSEMENT</td>
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PAYMENT BOND
TO THE CITY OF TACOMA

Resolution No.
Bond No.

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

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

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

Specification No.
Specification Title:
Contract No.

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

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

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

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and 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.
One original bond shall be executed, and be signed by the parties’ duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

_____________________________________________________

By: _________________________________________________

Surety:

_____________________________________________________

By: _________________________________________________

By: _________________________________________________

Agent’s Name: __________________________________________

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

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

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

Specification No.
Specification Title:
Contract No.

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

_______________________________

By: _____________________________

Surety:

_______________________________

By: _____________________________

Agent’s Name: ____________________

Agent’s Address: __________________
GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for ________ Project / Spec. # ________
between ___________________________ (Themselves or Itself) and the City of Tacoma,
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

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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 the construction of a scenic overlook, consisting of curb ramps, sidewalk, bulb-outs, planted landscape areas, roadway repair as needed, art, and amenities along E 32nd St from E E St and E F St.

1-01 DEFINITIONS AND TERMS

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

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

Dates
Bid Opening Date
The date on which the Contracting Agency publicly opens and reads the Bids.
**Award Date**
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

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

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

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

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

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

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

*Supplement this Section with the following:*

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

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

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

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

**Additive**
A supplemental unit of work or group of bid items, identified separately in the Bid Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
Alternate
One of two or more units of work or groups of bid items, identified separately in the Bid Proposal, from which the Contracting Agency may make a choice between different methods or material of construction for performing the same work.

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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

This section is supplemented with the following:
(April 15, 2020 Tacoma GSP)
All references to the acronym “UDBE” shall be revised to read “DBE/EIC”.

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

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

Calendar Day
The time period of 24 hours measured from midnight to the next midnight, including weekends and holidays.
Change Order
A written order to the Contractor, issued by the Contracting Agency after execution of
the contract, authorizing an addition, deletion, or other revision in the Work, within the
scope of the Contract Documents, and establishing the basis of payment and time
adjustments, if any, for the Work affected by the change.

Day
Unless otherwise specified, a calendar day.

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

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

Standard Specifications
Divisions One through Nine of the specified edition of the WSDOT “Standard
Specifications for Road, Bridge, and Municipal Construction.”
1-02  BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders
Delete this section and replace it with the following:

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

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

1-02.2 Plans and Specifications
(******)
Delete this section and replace it with the following:

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

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

1-02.4(1) General
(December 30, 2022 APWA GSP Option B)
The first sentence of the ninth paragraph, beginning with “Prospective Bidder
desiring…”, is revised to read:

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

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)
Delete this section and replace it with the following:

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

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

1-02.6 Preparation of Proposal
(January 4, 2024 APWA GSP 1-02.6, Option B)

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

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

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

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

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

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

The fourth paragraph is revised to read:
(October 18, 2013 Tacoma GSP)
The bidder shall submit the following completed forms:
    City of Tacoma – Equity in Contracting Utilization Form
Add the following new section:

1-02.6(1) Recycled Materials Proposal
(January 4, 2016 APWA GSP)

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

1-02.7 Bid Deposit
(March 1, 2021 Tacoma GSP)

Delete this section and replace it with the following:

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

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

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

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

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

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

1-02.9 Delivery of Proposal
(April 1, 2018 Tacoma GSP)

Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.
Electronic Proposals shall be submitted to the City via email to sendbid@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted on the subject line of the email, or as otherwise required in the Bid Documents, to proper handling and delivery. All electronic documents shall be in PDF format.

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

1-02.10 Withdrawing, Revising, or Supplementing Proposal
(March 1, 2021 Tacoma GSP)

Delete this section and replace it with the following:
After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise, or supplement it if:
1. The Bidder submits a written request signed by an authorized person and emails it to sendbid@cityoftacoma.org, and
2. The Contracting Agency receives the request before the time set for receipt of Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

The Bidder’s written request to revise or supplement a Bid Proposal must be accompanied by the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.
Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened.

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

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

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

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

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

1-02.13 Irregular Proposals
(October 18, 2013 Tacoma GSP)
Delete this section and replace it with the following:
1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified when so required;
   b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
   c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
   d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
   e. A price per unit cannot be determined from the Bid Proposal;
   f. The Proposal form is not properly executed;
   g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
   h. The Bidder fails to submit or properly complete the EIC forms as required in Section 1-02.6;
   i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
   j. More than one proposal is submitted for the same project from a Bidder under the same or different names.

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

1-02.14 Disqualification of Bidders

(October 18, 2013 Tacoma GSP)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

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

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

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

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

1-02.15 Pre Award Information 
(December 30, 2022  APWA GSP) 

Revise this section to read: 

Before awarding any contract, the Contracting Agency may require one or more of these 
items or actions of the apparent lowest responsible bidder:
1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,
2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located,
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(December 30, 2022  APWA GSP)

Revise the first paragraph to read:

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

1-03.1(1) Identical Bid Totals

(December 30, 2022  APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked “Winner” and the other(s) marked “unsuccessful”. The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked “Winner” will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.
1-03.2 Award of Contract  
(March 27, 2003 Tacoma GSP)  

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

1-03.3 Execution of Contract  
(January 4, 2024 APWA GSP Option B)  

Revis this section to read:  

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

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

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

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

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

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

Delete the first paragraph and replace it with the following:  

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

1. Be on Contracting Agency-furnished form(s);  
2. Be signed by an approved surety (or sureties) that:
a. Is registered with the Washington State Insurance Commissioner, and
b. Appears on the current Authorized Insurance List in the State of Washington
published by the Office of the Insurance Commissioner,

3. Guarantee that the Contractor will perform and comply with all obligations, duties,
and conditions under the Contract, including but not limited to the duty and
obligation to indemnify, defend, and protect the Contracting Agency against all
losses and claims related directly or indirectly from any failure:
a. Of the Contractor (or any of the employees, subcontractors, or lower tier
subcontractors of the Contractor) to faithfully perform and comply with all
contract obligations, conditions, and duties, or
b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
Contractor) to pay all laborers, mechanics, subcontractors, lower tier
subcontractors, material person, or any other person who provides supplies
or provisions for carrying out the work;

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

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

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

1-03.5 Failure to Execute Contract
(April 15, 2020 Tacoma GSP)
The first sentence is revised to read:

Failure to return the insurance certification and bond with the signed contract as required
in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
in the contract, or failure or refusal to sign the Contract, or failure to register as a
contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
of this Bidder
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.
1-05 CONTROL OF WORK

1-05.3 Working Drawings
(January 13, 2011 Tacoma GSP)
This section is deleted in its entirety and replaced with the following:

1-05.3 Submittals

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

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

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

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

1-05.3(1) Submittal Schedule

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

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

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

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

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

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

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

- Project Name: McKinley Overlook
- Project Specification Number: PW24-0055F
- Project No. PWK-01040-02
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: “This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors.”
- Printed or typed name and signature of Contractor.

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

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

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

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

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

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

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

1-05.3(4) Resubmittals

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

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

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

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

1-05.3(5) Submittal Requirements by Section

The following is a summary of submittal requirements. This summary is not inclusive of all submittal requirements. The Contractor shall review each individual section in the applicable provisions or specifications, as noted below, for specific requirements.
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<th>Description</th>
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<td>Engineered Shoring Design for Depths Over 20 Feet</td>
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<td>7-05</td>
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<td>7-08.3(1)A</td>
<td>Dewatering Plan</td>
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<td>7-08.3(1)A</td>
<td>Special Approved Discharge (SAD) Permit for Sanitary</td>
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<tr>
<td>7-08.3(1)C</td>
<td>Pipe Bedding</td>
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<td>7-08.3(3)</td>
<td>Trench Backfill</td>
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<td>7-08.3(5)</td>
<td>Temporary Storm Sewer Bypass Plan</td>
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<tr>
<td>7-08.3(5)</td>
<td>Temporary Sanitary Sewer Bypass Plan</td>
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<td>7-08.3(6)</td>
<td>Pipe Abandonment Plan</td>
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<td>7-08.3(6)</td>
<td>CDF Mix Design</td>
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<td>7-17</td>
<td>Pipe materials</td>
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<td>7-18</td>
<td>Inserta-Tees</td>
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<tr>
<td>8-01.3(1)A</td>
<td>Stormwater Pollution Prevention Plan (SWPPP)</td>
</tr>
</tbody>
</table>

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

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

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

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

The Contractor shall provide to the City, access to Project Red Line Drawings at all times during normal working hours.
Red line drawings shall be updated on a continuous basis. The Contractor shall bring the up-to-date drawings to a monthly “red line review” meeting where the Engineer will verify the maintenance of the Project Red Line Drawings as part of the condition precedent to approving the monthly progress payment disbursement process. Monthly progress payments to the Contractor may not be processed, if red line information for the involved work to date has not been accurately recorded on the Project Red Line Drawings.

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

A. Project Red Line Drawings:

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

1. Changes and information shall be clearly drawn, described and shown technically correct.

2. Mark drawings with red erasable pencil.

3. Record data as soon as possible after obtaining it.


5. Keep accurate measurements of horizontal and vertical locations of underground services and utilities.

6. Mark any changes made where installation varies from that shown originally, such as, in materials, equipments, locations, alignments, elevations, and any other dimensions of the work.

7. For any work not demolished, abated, or salvaged, cross out and appropriately annotate “Not Complete”.

8. Indicate revisions to drawings with a “cloud” drawn around the revision and note date the revision(s) was made.

9. Note Request For Change (RFC), Request For Information (RFI), and similar identification, where applicable.

B. Format:

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

1. Prints: Organize Red Line Drawings into manageable sets. Include identification on cover sheets.
2. Identify cover sheets as follows:

- Specification No.
- Project Name
- Date
- “PROJECT RED LINE DRAWINGS”
- Name of Engineer
- Name of Contractor


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

1-05.4 Conformity with and Deviations from Plans and Stakes

Supplement this section with the following:

1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility (June 1, 2023 Tacoma GSP)

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

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

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

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

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

The meaning of words and terms used in this provision shall be as listed in "Definitions of Surveying and Associated Terms" current edition, published by the American Congress on Surveying and Mapping and the American Society of Civil Engineers.
The survey work shall include but not be limited to the following:

- Verify the primary horizontal and vertical control furnished by the Contracting Agency, and expand into secondary control by adding stakes and hubs as well as additional survey control needed for the project. Provide descriptions of secondary control to the Contracting Agency. The description shall include coordinates and elevations of all secondary control points.

- Establish, the centerlines of all alignments, by placing hubs, stakes, or marks on centerline or on offsets to centerline at all curve points (PCs, PTs, and PIs) and at points on the alignments spaced no further than 50 feet.

- Establish clearing limits, placing stakes at all angle points and at intermediate points not more than 50 feet apart. The clearing and grubbing limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a cut unless otherwise shown in the Plans.

- Establish grading limits, placing slope stakes at centerline increments not more than 50 feet apart. Establish offset reference to all slope stakes. If Global Positioning Satellite (GPS) Machine Controls are used to provide grade control, then slope stakes may be omitted at the discretion of the Contractor.

- Establish the horizontal and vertical location of all drainage features, placing offset stakes to all drainage structures and to pipes at a horizontal interval not greater than 25 feet.

- Establish roadbed and surfacing elevations by placing stakes at the top of subgrade and at the top of each course of surfacing. Subgrade and surfacing stakes shall be set at horizontal intervals not greater than 50 feet in tangent sections, 25 feet in curve sections with a radius less than 300 feet, and at 10-foot intervals in intersection radii with a radius less than 10 feet. Transversely, stakes shall be placed at all locations where the roadway slope changes and at additional points such that the transverse spacing of stakes is not more than 12 feet. If GPS Machine Controls are used to provide grade control, then roadbed and surfacing stakes may be omitted at the discretion of the Contractor.

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

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

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

- For all other types of construction included in this provision, (including but not limited to channelization and pavement marking, illumination and signals, guardrails and barriers, signing, and sanitary and storm sewer utilities) provide staking and layout as necessary to adequately locate, construct, and check the specific construction activity.
Contractor shall determine if changes are needed to the profiles or roadway sections shown in the Contract Plans in order to achieve proper smoothness and drainage where matching into existing features, such as a smooth transition from new pavement to existing pavement. The Contractor shall submit these changes to the Engineer for review and approval 10 days prior to the beginning of work.

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

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

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

<table>
<thead>
<tr>
<th>Component</th>
<th>Vertical</th>
<th>Horizontal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Slope stakes</td>
<td>±0.10 feet</td>
<td>±0.10 feet</td>
</tr>
<tr>
<td>Subgrade grade stakes set 0.04 feet below grade</td>
<td>±0.01 feet</td>
<td>±0.5 feet (parallel to alignment)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>±0.1 feet (normal to alignment)</td>
</tr>
<tr>
<td>Stationing on roadway</td>
<td>N/A</td>
<td>±0.1 feet</td>
</tr>
<tr>
<td>Alignment on roadway</td>
<td>N/A</td>
<td>±0.04 feet</td>
</tr>
<tr>
<td>Surfacing grade stakes</td>
<td>±0.01 feet</td>
<td>±0.5 feet (parallel to alignment)</td>
</tr>
<tr>
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<td>Roadway paving pins for surfacing or paving</td>
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<td>±0.2 feet (parallel to alignment)</td>
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The Contracting Agency may spot-check the Contractor’s surveying. These spot checks will not change the requirements for normal checking by the Contractor.

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

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

Contract work to be performed using contractor-provided stakes shall not begin until the stakes are approved by the Contracting Agency. Such approval shall not relieve the Contractor of responsibility for the accuracy of the stakes.
Stakes shall be marked in accordance with Standard Plan A10.10. When stakes are needed that are not described in the Plans, then those stakes shall be marked, at no additional cost to the Contracting Agency as ordered by the Engineer.

**Payment**

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

"Roadway Surveying", lump sum.

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

**1-05.7 Removal of Defective and Unauthorized Work**

*(October 1, 2005 APWA GSP)*

*Supplement this section with the following:*

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

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

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

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

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

**1-05.11 Final Inspection**

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


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

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

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

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

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

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

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

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

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

The Contractor will not be allowed an extension of Contract time because of a delay in the performance of the work attributable to the exercise of the Engineer’s right hereunder.
Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting Agency, in writing, of the date upon which the work was considered physically complete. That date shall constitute the Physical Completion Date of the Contract, but shall not imply acceptance of the work or that all the obligations of the Contractor under the contract have been fulfilled.

1-05.11(3) Operational Testing

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

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

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

Add the following new section:

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

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency’s written notice of a defect, and shall complete such work within the time stated in the Contracting Agency’s notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency’s own forces or another Contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor. When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency.
This guarantee is supplemental to and does not limit or affect the requirements that the Contractor’s work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(January 4, 2024 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

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

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

Project Name: McKinley Overlook
Project Specification Number: PW24-0055F
Project No. PWK-01040-02

ATTN: Construction Division Date: __________________________

Submittal Number ______________

Specification Number ______________ Bid Item No. ___________

Submittal Description __________________________________________

We are sending you:

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

Remarks: ______________________________________________________
          ______________________________________________________
          ______________________________________________________
          ______________________________________________________

Certify Either A or B:

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

☐ B. This document has been detail-checked for accuracy of content and for compliance with the Contract documents except for the attached deviations. The information contained herein has been fully coordinated with all involved Subcontractors.

Certified By: ____________________________________________
Signature: ____________________________________________
1-06 CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior To Use
(Sepember 15, 2010 Tacoma GSP)

The first sentence is revised to read:

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

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

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

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

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

This section is revised in its entirety to read:

QPL’s are not accepted by the City.

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

This section is deleted in its entirety.

1-06.6 Recycled Materials
(January 4, 2016 APWA GSP)

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

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

Prior to Physical Completion the Contractor shall report the quantity of recycled materials that were utilized in the construction of the project for each of the items listed in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and aggregates from concrete returned to the supplier). The Contractor’s report shall be provided on DOT form 350-075 Recycled Materials Reporting.
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)
Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes
(January 6, 2015 Tacoma GSP)
Supplement this section with the following:

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

1-07.2(3) Services
Replace this section with the following:

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

1-07.9 Wages

1-07.9(5)C Certified Payrolls
(* *****)
The second sentence of the first paragraph is revised to read:
Weekly certified payrolls shall be submitted for the Contractor and all lower tier subcontractors or agents.

*This section is supplemented with the following:*

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

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

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

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

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

*This section is supplemented with the following:*

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

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

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

*This section is supplemented with the following:*

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

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

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

This section is revised to read:

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

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

Implementation Requirements

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

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

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

1. Placing materials or equipment in staging or storage areas.
2. Refueling, washing, or maintaining equipment.

SPCC Plan Element Requirements

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

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

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

3. Project and Site Information
Describe the following items:
A. The project Work.
B. The site location and boundaries.
C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
D. Nearby waterways and sensitive areas and their distances from the site.

4. Potential Spill Sources
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
A. Name of material and its intended use.
B. Estimated maximum amount on-site at any one time.
C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
D. Decontamination location and procedure for equipment that comes into contact with the material.
E. Disposal procedures.
F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.

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

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

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

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

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

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

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

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

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

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

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

"SPCC Plan," lump sum.

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

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

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

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

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

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

**1-07.16(1) Private/Public Property**

*(January 13, 2011 Tacoma GSP)*

*This section is supplemented with the following:*

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

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

The newsletter/mailing shall advise the owners and tenants of the construction schedule and indicate the Contractor’s name, contact person, and telephone numbers.
1-07.17 Utilities and Similar Facilities
(June 1, 2023 Tacoma GSP)

The first paragraph is supplemented with the following:

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

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

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

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

*(December 17, 2019 Tacoma GSP)*

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

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

*This section is supplemented with the following;*

The project specific Insurance Requirements for the Contractor are included in Part V this specification packet.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

*(May 2, 2017 APWA GSP)*

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

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

1-07.23(1) Construction under Traffic

*(March 1, 2004 Tacoma GSP)*

*This section is supplemented with the following:*

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

East 32nd Street, East E Street, and East F Street shall remain fully open to vehicular and pedestrian traffic at all times.

**EXCEPTION:**

1. Non-arterial classified roadways are permitted to be closed to traffic, in association with active work areas (but not concurrently with other adjacent non-
arterial closures), so long as local access to properties and businesses is accommodated in the following scenarios:

- During construction working hours when arrangements in advance have been made through coordination between the requestor, the contractor, and the City;
- During construction working hours when special/emergency access is needed;
- During construction working hours when emergency services needs to use the roadway;
- During construction working hours when passage through/along the work area is the only means to access an intersecting road and/or adjacent property; and
- During non-construction hours (unless progression of work makes it infeasible to do so, in which case the Contractor shall inform and obtain pre-approval from the City).

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

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

4. Flagging arterial street intersections (as identified above) shall not be permitted between 7 AM and 7 PM.

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

6. Any demolition, or closure of pedestrian accessibility, at a given corner of an intersection must be limited to that given corner, with the remaining three corners at the intersection (at a minimum) being used to facilitate a pedestrian detour until full accessibility or an accessible connection with at least one other corner from the corner under construction can be re-established. Any temporary pedestrian access path/route that may be employed shall provide equivalent to, or better, accessibility than the unavailable path/route in accordance with the Americans with Disabilities Act and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).
To minimize the disruption to access to adjacent properties, and to Pierce Transit operations, the lane closure area shall be limited to that area of active work and necessary for appropriate lane closure tapers. The Contractor shall stage work to maintain legal access to and egress from all properties at all times.

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

Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it creates a hazard. Signs for restricting parking shall be approved by the City and placed by the Contractor at least seventy-two (72) hours in advance for any property. The Contractor shall be responsible for and shall maintain all such signs. The replacement of signs restricting parking shall be as approved by the Engineer.

The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with their access. Notification shall be at least seventy-two (72) hours in advance for any affected property.

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

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

1-07.23(2) Construction and Maintenance of Detours
(March 1, 2004 Tacoma GSP)
This section is supplemented with the following:

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

The Contractor shall notify the Engineer five (5) working days in advance of implementation of any street closures/detours allowed under the Contract. Advance notice signing shall be placed a minimum of three (3) working days prior to implementation of any street closure/detour.

A minimum of five (5) working days (seven for Pierce Transit) prior to any street closure, the Contractor shall notify all entities below:

- Tacoma Fire Dept. (253-591-5733)
- Tacoma Police Dept. (253-591-5950)
- LESA Communications Center (253-798-4721 - Opt.#1)
- Tacoma Public Schools Transportation Office (253-571-1853)
- Pierce Transit (253-377-5027)
- Tacoma Environmental Services Solid Waste (253-591-5544)
- Tacoma Public Works Engineering Division (253-591-5500)
- Tacoma Public Works Streets and Grounds (253-591-5495)

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

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

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

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

Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.
Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion of the work in areas where right of way, easements or rights of entry have not been acquired until the Engineer certifies to the Contractor that the right of way or easement is available or that the right of entry has been received. If the Contractor is delayed due to acts of omission on the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor will be entitled to an extension of time. The Contractor agrees that such delay shall not be a breach of contract.

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

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

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

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

Prior to the Contractor beginning the work, a preconstruction conference will be held between the Contractor, the Engineer and such other interested parties as may be invited. The purpose of the preconstruction conference will be:
1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;
3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

The Contractor shall prepare and submit at the preconstruction conference the following:
1. A breakdown of all lump sum items;
2. A preliminary schedule of working drawing submittals; and
3. A list of material sources for approval if applicable.

Add the following new section:

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

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

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

Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency’s noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor’s operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.
Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to; requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non Federal aid projects; considering the work performed on Saturdays and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency’s material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

Add the following new section:

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

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

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

1-08.1(5) Restrictions on Subcontracting
(August 8, 2023 Tacoma GSP)

This section is deleted.

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

This section is deleted.

Replace 1-08.1(8) in its entirety with the following:

1-08.1(8) Subcontracting – Equity in Contracting
(August 8, 2023 Tacoma GSP)

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

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

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

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

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

Revise the third and fourth paragraphs to read:

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

Revise the sixth paragraph to read:

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

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

This project shall be physically completed within 60 working days.

1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option B)
Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

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

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

Liquidated Damages Formula

LD = 0.15C/T

Where:

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

When the Contract Work has progressed to Substantial Completion as defined in the
Contract, the Engineer may determine the Contract Work is Substantially Complete.
The Engineer will notify the Contractor in writing of the Substantial Completion Date. For
overruns in Contract time occurring after the date so established, the formula for
liquidated damages shown above will not apply. For overruns in Contract time occurring
after the Substantial Completion Date, liquidated damages shall be assessed on the
basis of direct engineering and related costs assignable to the project until the actual
Physical Completion Date of all the Contract Work. The Contractor shall complete the
remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.
1-09 MEASUREMENT AND PAYMENT

1-09.2(1) General Requirements for Weighing Equipment
(January 4, 2024 APWA GSP, Option B)

Revise item 4 of the fifth paragraph to read:

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

1-09.6 Force Account
(December 30, 2022 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 the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Stockpiled Material - The point of acceptance of stockpiled material for payment and quality shall be at the time of incorporation into the contract.
1-09.9(1) Retainage
(May 10, 2006 Tacoma GSP)

The fourth paragraph is supplemented with the following:

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

1-09.13(3)A Arbitration General
(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of the county in which the Contracting Agency’s headquarters is located, provided that where claims subject to arbitration are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the Contract as a basis for decisions.
1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General
Section 1-10.1 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), if needed/used, shall meet the requirements of the MUTCD.

1-10.1(2) Description
(******)
The first sentence of the fourth paragraph is revised to read:
The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times except when Work requires closure(s) that have been requested and approved in accordance with section 1-10.2(2).

The third sentence of the fourth paragraph is revised to read:
Approved lane and ramp closures shall be for the minimum time required to complete the Work.

This section is supplemented with the following:

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

The City 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
(October 3, 2017)
Section 1-10.2(1) is supplemented with the following:

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

The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
https://www.nwlett.edu

Evergreen Safety Council
12545 135th 11 Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
https://www.esc.org

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
https://atssa.com/training

Integrity Safety
13912 NE 20th Ave.
Vancouver, WA 98686
(360) 574-6071
https://www.integritysafety.com

US Safety Alliance
(904) 705-5660
https://www.ussafetyalliance.com

K&D Services Inc.
2719 Rockefeller Ave.
Everett, WA 98201
(800) 343-4049
https://www.kndservices.net

Section 1-10.3 is supplemented with the following:

1-10.3(1) Traffic Control Labor
The first paragraph is revised to read:

The Contractor shall furnish all personnel for flagging, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.
1-10.3(1)A Flaggers and Spotters

(******)

Spotters

The Contractor shall provide a spotter where needed or as required in Section 1-07.23(1). In addition to the responsibilities described in Section 1-07.23(1), a spotter shall also be required to walk ahead of the construction vehicle in the direction of vehicle travel to insure no pedestrians (or other road users) are in the path of vehicle travel. The spotter shall signal the vehicle to stop should a pedestrian or other road user be in the immediate path of the vehicle. The vehicle shall remain stopped until all pedestrians/road users are clear from the immediate path of the vehicle.

1-10.3(1)B Other Traffic Control Labor

This section is revised to read:

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

1-10.3(3)A Construction Signs

(January 11, 2006 Tacoma GSP)

The fifth paragraph is revised to read:

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

1-10.4 Measurement

1-10.4(2) Item Bids with Lump Sum for Incidentals

(January 11, 2006 Tacoma GSP)

This section is supplemented with the following:

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

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

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

(August 2, 2004)

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

***

“Pedestrian Traffic Control,” lump sum

END OF SECTION
2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP
(March 17, 2016 Tacoma GSP)

2-01.1 Description
The first sentence of the first paragraph is revised to read:
The Contractor shall clear, grub, and cleanup those areas contained within the “Clearing & Grubbing” limits indicated on the Plans.

This section is supplemented with the following:
Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be considered as part of “Clearing and Grubbing” when identified for removal on the Plans.

2-01.2 Disposal of Usable Material and Debris
The second paragraph is revised to read:
The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

2-01.3(1) Clearing
This section is revised to read:

1. Fell trees only within the area to be cleared as shown on the Plans.
2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area outside the slope stakes.
3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet from the top, side, or end surface of the embankment or any structure and are in a location that will not be terraced as described in Section 2-03.3(14):
   a. Close-cut stumps under 18-inches in diameter.
   b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches above original ground level.
5. Leave standing any trees or native growth indicated by the Engineer.
6. Trim all trees to be left standing to the height specified by the Engineer and certified Arborist, with a minimum height of eight (8) feet above sidewalk and fourteen (14) feet above the roadway surface. Neatly cut all limbs close to the tree trunk. All tree trimming must be done by or under the direction of a certified Arborist.
7. Thin clumps of native growth as the Engineer may direct.
8. Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations in accordance with Standard Plans LS-08 through LS-11.
9. Trim all shrubs and brush which covers sidewalks, curb, curb and gutter, and curb ramps to a minimum of four inches from the edge of sidewalk or as directed by the Engineer or Certified Arborist.
10. Remove and dispose of, or relocate the following existing features where necessary within the project limits or as indicated on the Plans:
   a. Cement concrete gutter boxes.
   b. Large rocks used for the purpose of landscaping or as a barrier when inside the paving limits.
   c. Wood curbs, logs, railroad ties, and other timber used for landscaping when inside the paving limits.
d. All types of fence.

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

f. Relocate Eco Blocks to a location outside of the paving limits.

11. Remove trees as indicated on the plans or as directed by the Engineer or certified Arborist. The tree removal shall include stump grinding to eight inches below final grade and removal of roots according to the Plans and Specifications, and as directed by the Engineer and certified Arborist, such that a new tree can be planted in the same area.

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

This section is added:

2-01.3(1)A Tree Protection

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

2-01.3(2) Grubbing

Item e is revised to read:

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

Add the following sections:

2-01.3(5) Definition of Vegetation

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

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

“Brush” is defined as any perennial vegetation which normally attains a height of ten (10) feet or less at maturity, which is not maintained as part of a landscape feature, which is “volunteer” growth or which exists in a naturalized state. Examples include but are not limited to stands of blackberries and scotch broom.
2-01.3(5) Tree and Stump Classifications

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

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

Trees and stumps will be classified as follows:

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

2-01.4 Measurement

This section is supplemented with the following:

No specific unit of measurement shall apply to the force account item “Certified Arborist”.

END OF SECTION
2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description
This Section is revised to read:

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

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

2-02.2 Materials
This section is revised to read:

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

2-02.3 Construction Requirements
The first sentence of the first paragraph is revised to read:

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

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

This Section is supplemented with the following:

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

Section 2-02.3 is supplemented with the following:

2-02.3(5) Existing Traffic Signs

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

2-02.3(7) Existing Irrigation Systems

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

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

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

2-02.4 Vacant
This Section including the heading is revised to read:

2-02.4 Measurement
This section is supplemented with the following:

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

2-02.5 Payment
This section is revised to read:

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

“Removal of Structures and Obstructions”, lump sum

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

“Existing Irrigation Systems”, by force account

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

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

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

2-03.3 Construction Requirements

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

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

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

2-06.3 Construction Requirements
This section is supplemented with the following:

Subgrade Repair for Subgrade Not Constructed Under Same Contract
Upon removal of pavement, the Contractor and City Inspector shall walk the subgrade surface to determine and delineate any subgrade areas that need to be repaired. Any subgrade areas that require repair, from the initial walkthrough, shall be determined solely by the City Inspector. Any initial subgrade repairs shall be paid for according to Section 2-06.5(2). Subgrade repair shall be performed in accordance with Section 2-06 and immediately after it has been determined and delineated. In order to minimize damage to the subgrade, the Contractor is encouraged to minimize pavement removal during the work.

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

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

2-06.5 Measurement and Payment
This section is supplemented with the following:

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

“Subgrade Maintenance and Protection Plan”, per lump sum

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

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

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

2-06.5(2) Subgrade Not Constructed Under Same Contract
Item 5 under this section is deleted.
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:
Tacoma Public Utilities
Administrative Building, 2nd floor
3628 South 35th Street
Tacoma, WA 98409
(253) 502-8247

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

Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant
Certification Card prior to obtaining a permit. If necessary, contractor personnel shall
undergo training to receive the required certification. Contact the Water Permit Counter
to set up training as necessary.

END OF SECTION
2-09  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.

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

2-14.1 Description  
The Work described in this section includes the removal and disposal of pavement surfaces identified on the Plans or as marked in the field.  

2-14.2 Pavement Classification  
Removal of pavement will be according to type and class based on composition and thickness, as defined below:  

<table>
<thead>
<tr>
<th>Type</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type I</td>
<td>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.</td>
</tr>
<tr>
<td>Type II</td>
<td>Pavement removal required for the placing of utilities at greater and varying depths, such as sewers.</td>
</tr>
<tr>
<td>Type III</td>
<td>Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.</td>
</tr>
<tr>
<td>Class A2</td>
<td>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.</td>
</tr>
<tr>
<td>Class A4</td>
<td>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.</td>
</tr>
<tr>
<td>Class A8</td>
<td>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.</td>
</tr>
<tr>
<td>Class C6</td>
<td>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.</td>
</tr>
<tr>
<td>Class C12</td>
<td>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.</td>
</tr>
</tbody>
</table>
Class CA  Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete pavement or, cement concrete base, and for which the total combined thickness of the pavement averages between six inches and twelve inches.

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

2-14.3 Construction Requirements

All final meetlines shall be sawcut.

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

Where asphalt wedge curb is being removed, the curb removal shall be considered as pavement removal, and the measurement for payment will be to the back of the curb.

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

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

2-14.4 Measurement

Pavement removal will be measured per square yard.

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

2-14.5 Payment

Payment will be made in accordance with Section 1-04.1. “Remove Existing Pavement”, per square yard

All costs associated with saw cutting meet lines shall be included in the unit Contract price for pavement removal. No extra payment will be made for varying pavement removal types or classes.
2-15 CURB AND CURB AND GUTTER REMOVAL
(March 17, 2003 Tacoma GSP)

2-15.1 Description
The Work described in this section includes the complete removal and disposal of curbs and curb and gutter identified on the Plans or as marked in the field.

2-15.2 Curb Classification
Removal of curb and/or curb and gutter will be based on composition, as defined below:

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

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

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

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

2-15.3 Construction Requirements
Integral curb removal shall consist of the removal of the curb and the integral base section under the curb. The removal shall be accomplished by sawcutting along the face of the curb.

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

2-15.4 Measurement
Curb and curb and gutter removal will be measured per linear foot.

2-15.5 Payment
Payment will be made in accordance with Section 1-04.1.

“Remove Curb”, per linear foot.

The unit Contract price for “Remove Curb”, per linear foot, shall include all types of curb, curb and gutter, and gutters as defined in this Section.
All costs associated with saw cutting necessary for the removal of curb and/or curb and
gutter shall be included in the unit Contract price for removal.

END OF SECTION
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

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
3-04 ACCEPTANCE OF AGGREGATE
(******)

3-04.1 Description
This Section is revised to read:

This work shall consist of acceptance of aggregate as provided for under nonstatistical evaluation.

3-04.3(1) General
This Section is revised to read:

For the purpose of acceptance sampling and testing, all test results obtained for a material type will be evaluated collectively. Sublot sampling and testing will be performed on a random basis at the frequency of one sample per sublot. Based on plan quantities, the sublot size will be determined to the nearest 100 tons (50 cy). The maximum sublot size will be as defined in Table 1.

3-04.3(4) Testing Results
This Section is revised to read:

The results of all acceptance testing will be provided by the Engineer within 3 working day of testing.

3-04.3(5) Nonstatistical Evaluation
This Section is revised to read:

Each lot of aggregate materials produced under nonstatistical evaluation and having all constituents falling within the specification limits shall be accepted with no further evaluation. When one or more constituents fall outside the specification limits, the material will be evaluated by more sample tests. A minimum of three sublots will be sampled and tested, when less than three sublots exist additional samples shall be tested to provide a minimum of three sets of results for evaluation. The test results of the sublots shall be evaluated in accordance with Section 1-06.2 using the price adjustment factors from Table 2 to determine the appropriate CPF. The maximum CPF shall be 1.00.

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

END OF SECTION
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
5-02.3(1) Equipment

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

Each roller shall not weigh less than 8-tons and shall be capable of providing constant contact pressure.

END OF SECTION
5-04 HOT MIX ASPHALT
(April 1, 2018 Tacoma GSP)
This Section is revised according to the following overriding provisions:

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

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

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

5-04.2 Materials

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

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

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

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

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

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

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

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

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

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

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

5-04.2(2)B Using HMA Additives
(April 1, 2018 Tacoma GSP)
This section is revised to read:

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

- Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.
- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.
5-04.3 Construction Requirements

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

*The second paragraph is supplemented with the following:*

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

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

*The second paragraph is deleted.*

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

*The first paragraph is revised to read:*

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

None

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

*This section is revised to read:*

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


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

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

In all types of excavation, after the removal of the asphalt, the base material will be evaluated by the Engineer to determine if it is suitable. If the base is determined not to be suitable, the Contractor shall remove the base material and restore the sub-grade in accordance with Section 2-06 and the Plans, regardless of the method used for excavation.
Estimated plan quantities for pavement repair are approximate and are provided for bidding purposes only. The actual dimensions to be used will be verified by the Engineer at the time of construction. Contrary to Section 1-04.6, no changes to the unit prices bid for the various items will be permitted due to any increase or decrease in the amount of pavement repair.

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

5-04.3(6) Mixing
(Aug 1, 2020 Tacoma GSP)
The first paragraph is revised to read:

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

5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA
(Aug 1, 2020 Tacoma GSP)
This section is revised to read:

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

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

5-04.3(9) HMA Mixture Acceptance
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

5-04.3(9)A Test Sections
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

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

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

The second paragraph is revised to read:

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

5-04.3(9)B Mixture Acceptance – Statistical Evaluation
(April 1, 2018 Tacoma GSP)
The title of this section is revised to read:

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

5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots
(April 1, 2018 Tacoma GSP)
The title of this section is revised to read:

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

This section is revised to read:

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

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

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

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

iv. If, before completing a mixture lot, the Contractor requests a change to
the JMF which is approved by the Engineer, the mixture produced in that
lot after the approved change will be evaluated on the basis of the
changed JMF, and the mixture produced in that lot before the approved
change will be evaluated on the basis of the unchanged JMF; however,
the mixture before and after the change will be evaluated in the same lot.
Acceptance of subsequent mixture lots will be evaluated on the basis of
the changed JMF.

5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results
(Aug 1, 2020 Tacoma GSP)
This section is revised to read:

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

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

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

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

5-04.3(10)B HMA Compaction - Cyclic Density
(April 1, 2018 Tacoma GSP)
This section is deleted.

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

5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing
(April 1, 2018 Tacoma GSP)
The title of this section is revised to read:
5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance
Testing
The second paragraph is revised to read:

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

This section is supplemented with the following:

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

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

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

5-04.4 Measurement
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

The second paragraph is revised to read:

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

This section is supplemented with the following:

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

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

5-04.5 Payment
(April 1, 2018 Tacoma GSP)
Pay items for “Job Mix Compliance Price Adjustment” and “Compaction Price Adjustment” are deleted.

The following pay items for HMA are revised to read:

“HMA Cl. ___ PG ___,” per ton.
“HMA for __ Cl. __ PG __”, per ton.

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

The pay item “HMA for Approach Cl. ___PG__” is revised to read:

“HMA for Approach Cl. __PG 58H-22”, per square yard.

The unit Contract price per square yard for “HMA for Approach Cl. ___PG 58H-22” shall be full payment for all costs incurred to carry out the requirements of Section 5-04, including anti-stripping additive; and shall include asphalt wedge curbs, thickened edges, curb drains, and connection to existing drains in accordance with the Contract. Any costs that are already included in other Bid items in the Proposal shall not be included in the unit Contract price per square yard for this HMA Bid item. The Contractor shall also include all costs associated with excavating for driveways and approach, including haul and disposal in the unit Contract price per square yard for “HMA for Approach Cl. ___ PG 58H-22”, regardless of the depth.

This section is supplemented with the following:

“HMA Cl. ___ PG ___ for Temporary Pavement Patch”, per ton.

The unit Contract price for pavement patch shall be full pay for all labor, equipment, and materials required to furnish and install; maintain; and remove and dispose of the temporary patch.

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

END OF SECTION
6-02 CONCRETE STRUCTURES

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

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

6-02.3(6)A2 Cold Weather Protection
This section is revised to read:

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

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

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

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

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

The Contractor is solely responsible for protecting concrete from inclement weather during the entire curing period. Permission given by the Engineer to place concrete during cold weather
will in no way ensure acceptance of the Work by the Contracting Agency. Should the concrete placed under such conditions prove unsatisfactory in any way, the Engineer shall still have the right to reject the Work although the plan and the Work were carried out with the Engineer’s permission.

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

END OF SECTION
7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS
(March 23, 2010 Tacoma GSP)

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

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

7-05.3 Construction Requirements
The first sentence of the eleventh paragraph is revised to read:

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

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

7-05.3(1) Adjusting Utility Structures to Grade

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

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

Where indicated on the plans to use a combination inlet frame and grate for “Adjust Existing Catch Basin, Furnish New Frame and Grate,” it shall be used in place of a vaned grate. All combination inlet frame and grates shall conform to WSDOT Standard Plan B-25.20.01.

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

Where shown on the plans for manholes and catch basins to be adjusted to grade, existing frames, grates, and covers shall be replaced with new castings. New castings for “Adjust Existing Manhole” and “Adjust Existing Catch Basin” will be provided by the contracting agency. The Contractor shall coordinate with Ryan Welander at least 5 working days prior to pickup of materials.

Ryan Welander, Environmental Services Transmission Maintenance Coordinator, by phone at 253-404-6964 (office) or 253-327-4391 (mobile)

or by email at RWelander@cityoftacoma.org

The Contractor will be responsible for picking up the castings at the following location:
The Contractor will be responsible for securing, storing, and protecting the castings after picking them up from the Tacoma Central Treatment Plant. Any castings that are stolen, lost, or damaged while in possession of the Contractor shall be replaced with identical materials from the same manufacturer at no expense to the City.

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

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

The pick-up location shall be:

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

**7-05.3(3) Connections to Existing Manholes**
The first sentence is revised to read:

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

**7-05.4 Measurement**
The sixth paragraph is revised to read:

Connections to existing structures will be measured per each.

This section is supplemented with the following:

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

Manholes with Cast-in-Place Base will be measured per each.

Catch Basin Type 2 in excess of 10 feet in height will be measured per linear foot for each additional foot of height over 10 feet. Measurement will be the distance from the flow line of the outlet pipe to the top of the manhole ring measured to the nearest foot.

**7-05.5 Payment**
The first paragraph is supplemented with the following:
The unit Contract price for “Manhole_____” shall be full pay for all work required to furnish and install the new manhole to finished grade, including, but not limited to, excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s), channeling, installing new covers and frames, ladders, steps, and handholds, as applicable per Standard Plans.

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

The pay item for “Drop Manhole Connection” is revised to read:

“Drop Manhole Connection, ____-Inch Diam.”, per each.

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

“Connect New Sewer Pipe to Existing Structure”, per each

The unit Contract price per each for “Connect New Sewer Pipe to Existing Structure” shall include connecting new sewer pipes of all diameters. No extra payment shall be made for varying sewer pipe diameters.

This section is supplemented with the following:

“Reconnect Existing Sewer Pipe to New Structure”, per each.

The unit Contract price per each shall be full pay for all labor, equipment and materials necessary to reconnect the existing sewer pipe of any diameter to the new structure as specified in Section 7-05.3. No extra payment shall be made for varying pipe diameters, including, but not limited to, cured-in-place pipes.

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

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

“Adjust Existing Manhole, Furnish New Frame and Cover”, per each

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

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

“Manhole ___-In. Diam. Type ___, with Cast-in-Place Base”, per each.

The unit Contract price per each for “Manhole ___-In. Diam. Type ___, with Cast-in-Place Base” shall be full pay for all labor, equipment and materials required to furnish, excavate for, furnish and place backfill, compact, and install to finished grade the new manhole with a cast-in-place base, including, but not limited to, insuring proper support of existing main, channeling, connection of new pipe, installing new covers and frames, ladders, steps, and handholds, as applicable per Standard Plans

“Catch Basin Type 2 Additional Height, ___ In. Diam.”, per linear foot.

END OF SECTION
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:

4. 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.

This Section is supplemented with:

All lines shall be cleaned prior to any inspection of an existing drainage line or structure.

7-07.5 Payment
This section is revised to read:

All costs for cleaning existing drainage structures shall be included in other bid items in the Bid Proposal.

END OF SECTION
7-08  GENERAL PIPE INSTALLATION REQUIREMENTS

7-08.3  Construction Requirements

All material excavated from the wastewater and stormwater trenches shall be considered unsuitable for backfill and shall be removed and replaced with imported backfill, meeting the requirements of Section 9-03.12(2).

7-08.3(1)A  Trenches

The tenth paragraph of this section is deleted. All dewatering requirements are found in section 8-01.3(1)C.

7-08.3(1)C  Bedding the Pipe

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

7-08.3(2)F  Plugs and Connections

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

7-08.3(2)G  Jointing of Dissimilar Pipe

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

7-08.3(3)  Backfilling

Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma Standard Plan No. SU-16. Recycled concrete shall not be used for pipe zone bedding, pipe zone backfill, backfill above pipe zone, and extra excavation area backfill.

Backfill above the pipe zone shall be accomplished in such a manner that the pipe will not be shifted out of position nor damaged by impact or overloading. If pipe is being placed in a new embankment, backfill above the pipe zone shall be placed in accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved areas, or roadways, backfill above the pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 95-percent maximum density. If pipe is being placed in non-traffic areas, backfill above the pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 85-percent maximum.
density. All compaction shall be in accordance with the Compaction Control Test of
Section 2-03.3(14)D.

All material excavated from the trench shall be considered unsuitable for backfill
and shall be removed and replaced with imported backfill, meeting the
requirements of Section 9-03.12(2) and paid for in the bid item “Removal and
Replacement of Unsuitable Material” in Special Provisions Section 7-17.

Section 7-08.3 is supplemented with the following:
7-08.3(5) Temporary Bypass Pumping
7-08.3(5)A General Requirements

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

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

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

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

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

Silenced pumps shall be used in all areas of night time work to minimize noise disruption
and meet the noise control requirements of Tacoma Municipal Code Chapter 8.122.
The Contractor shall use hard pipe to bypass sewers 12-inches in diameter or greater. The Contractor shall not block any driveways or intersections, but shall bury the pipe to allow continuous access through intersections and driveways.

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

7-08.3(5)B Backup Equipment and Monitoring

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

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

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

7-08.3(5)D Bypass Pumping Plan

The Contractor shall submit Bypass Pumping Plans for each location included in the Contract in accordance with Section 1-05. The Contractor’s plans for bypass pumping shall be reviewed by the Contracting Agency before the Contractor will be allowed to commence bypass pumping. The review of the bypassing system and equipment by the Engineer shall in no way relieve the Contractor of his responsibility and public liability.

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

1. Location of pumps and generators
2. Method, type, and size of plugs
3. Size, material, location, and method of installation of suction piping
4. Size, material, location, and method of installation of discharge piping
5. Bypass pump sizes, capacity, number of each to be on site
6. For pipes sized 12-inches and greater (excluding catch basins), calculations of static lift, friction losses, and flow velocity, including pump performance curves showing pump operating range
7. Power generator and standby size and location
8. Method of noise control for pumps and generators to comply with the City’s noise ordinance, Tacoma Municipal Code Chapter 8.122 if necessary
9. Calculations for selection of bypass pumping pipe sizes
10. Method of protecting discharge manholes from erosion or damage
11. All backup equipment including pumps, hoses, generators, and pipe
12. Contractor’s 24-hour emergency contact name and phone number
13. Description of proposed contingency plan and clean up method for any spills that
may occur.

7-08.3(6) Abandon Existing Pipe

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

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

7-08.4 Measurement
This section is supplemented with the following:

No specific measurement shall apply to the lump sum item “Temporary ___ Sewer
Bypass”.

No specific measurement shall apply to the lump sum item “Temporary ___ Sewer
Bypass Plan”.

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

7-08.5 Payment
This section is supplemented with the following:

“Temporary ___ Sewer Bypass”, per lump sum.

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

“Temporary ___ Sewer Bypass Plan”, per lump sum

The lump sum Contract price for “Temporary ___ Sewer Bypass Plan” shall be full pay
for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
revisions for the Temporary Bypass Plan.
“CDF for Pipe Abandonment”, per cubic yard.

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

END OF SECTION
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
The first sentence is revised to read:
The Contractor shall video inspect all sanitary and storm sewers prior to paving where
paving occurs over sewers, or prior to final acceptance.

7-17.3(3) Technical Requirements
Add the following new section:

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

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

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

**Inspection and Video Criteria**

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

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

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

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

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

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

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

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

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

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

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

7-17.4 Measurement

This section is supplemented with the following:

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

No specific unit of measurement will apply for television inspection as required in this section. All costs shall be included in the per foot price of pipe installed.

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

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

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

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

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

### 7-17.5 Payment

The first paragraph is supplemented with the following:

“PVC Storm Sewer Pipe ___In. Diam.”, per linear foot.

The second paragraph is revised to read:

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

The pay item “Removal and Replacement of Unsuitable Material” is revised to read:

“Removal and Replacement of Unsuitable Material”, per cubic yard.

The unit Contract price per cubic yard for “Removal and Replacement of Unsuitable Material” shall be full pay for all work required to haul and dispose of the unsuitable material as specified in Section 7-08.3(1)A and the furnishing of suitable backfill material as specified in Section 7-08.3(3).

All material excavated from the trench shall be considered unsuitable for backfill above the pipe zone and shall be removed and replaced with imported backfill, meeting the requirements of Section 9-03.12(2) and paid for in the bid item “Removal and Replacement of Unsuitable Material”.

END OF SECTION
8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

(* *****)

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

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

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

8-01.3(1) General
The third sentence of the first paragraph is revised to read:

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

This section is supplemented with the following:

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

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

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

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

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

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

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

The Department of Ecology has prepared a SWPPP template that can be used for 
projects in the City of Tacoma. The template can be found on Ecology’s website at: 
The Contractor developing the SWPPP must ensure that all references are appropriate 
for the City of Tacoma.

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

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

8-01.3(1)B Erosion and Sediment Control (ESC) Lead
This section is revised to read:

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

The CESCL or CPESC shall direct implementation of the measures identified in the 
SWPPP and as shown on the TESC plan. Implementation shall include, but is not 
limited to the following:
1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the TESC plan. Damaged or inadequate BMPs shall be corrected as needed to assure continued performance of their intended function in accordance with BMP specifications and Permit requirements.

2. Performing monitoring as required by the NPDES Construction Stormwater General Permit.

3. Inspecting all on-site erosion and sediment control BMPs at least once every calendar week and within 24 hours of any discharge from the site. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
   a. When, where, and how BMPs were installed, maintained, modified, and removed.
   b. Observations of BMP effectiveness and proper placement.
   c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
   d. Approximate amount of precipitation since last inspection and when last inspection was performed.

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

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

8-01.3(1)C Water Management

This section is revised to read:

General. The Contractor is responsible for keeping excavations free from standing water during construction and disposing of the water in a manner that will not cause pollution, injury to public or private property, or cause a nuisance to the public. Groundwater flowing toward, into, or within excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly progress of construction. The control of groundwater shall be such that softening of the bottom of excavations, or formation of “quick” conditions or “boils” during excavation, shall not occur. The Contractor is responsible for all foundation material required due to lack of dewatering efforts.

All “normal trench dewatering” work associated with maintaining a trench or excavation area suitable for pipeline and Stormwater Treatment Facility construction will be incidental and included in the other items of work. “Normal trench dewatering” is defined as dewatering methods occurring in or directly adjacent to the trench, including trash
pumps, sump pumps, or other methods in excavated areas. Normal trench dewatering
does not include a dewatering system, such as well points, well screens, or deep wells.

8-01.3(2) Temporary Seeding and Mulching

8-01.3(2)B Temporary Seeding

The first paragraph is supplemented with the following:

All seeding areas shall be seeded with the following mix:

<table>
<thead>
<tr>
<th>Type of Seed</th>
<th>% by Weight</th>
</tr>
</thead>
</table>
| Chewings or Annual Bluegrass
  *Festuca rubra var. commutate* or *Poa anna*     | 40          |
| Perennial Rye
  *Lolium perenne*                                 | 50          |
| Redtop or Colonial Bentgrass
  *Agrostis alba* or *Agrostis tenuis*             | 5           |
| White Dutch Clover
  *Trifolium repens*                               | 5           |

The rate of application shall be 120 lbs per acre.

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

The fifth paragraph is supplemented with the following:

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

8-01.3(2)D Temporary Mulching

This section is supplemented with the following:

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

8-01.3(2)E Tackifiers

This section is supplemented with the following:

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

8-01.3(7) Stabilized Construction Entrance

The third paragraph is revised to read:

When the contract requires a wheel wash in conjunction with the stabilized entrance, the details for the wheel wash and the method for containing and treating the sediment-laden runoff shall be included as part of the SWPPP and TESC Plan.
8-01.3(8) Street Cleaning

The fourth paragraph is revised to read:

Street washing with water shall not be permitted.

8-01.3(9)D Inlet Protection

Replace the third paragraph of this section with the following:

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

The section is supplemented with the following:

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

8-01.3(10) Wattles

The fifth and sixth sentences of the first paragraph are revised to read:

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

8-01.4 Measurement

8-01.4(2) Item Bids

This section is supplemented with the following:

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

No specific unit of measure shall apply to the lump sum item “Erosion/Water Pollution Control”.

8-01.5 Payment

This section is supplemented with the following:

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

8-01.5(2) Item Bids

This section is supplemented with the following:

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

“Erosion/Water Pollution Control”, per lump sum.

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

END OF SECTION
8-02 ROADSIDE RESTORATION

8-02.2 Materials
This section is supplemented with the following:

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

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

8-02.3 Construction Requirements

8-02.3(4) Topsoil
This section is supplemented with the following:

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

8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation
This section is supplemented with the following:

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

8-02.3(5)A Seeding Area Preparation
Item 4. of this section is revised to read:

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

8-02.3(5)B Lawn Area Preparation
Item 3 is supplemented with the following:

The depth of cultivation shall be 4 inches.

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

8-02.3(5)C Planting Area Preparation

Items 5. and 6. of this section is revised to read:

4. Amended topsoil shall be cultivated to a depth of 8 inches or imported and placed in accordance with Standard Plans GSI-01b through GSI-01d. Do not till or place loose topsoil without compaction and stabilization measures on slopes 3H:1V or steeper.

5. The finished grade of the mulch or woodchips shall be 1 inch below the top of all curbs, junction and valve boxes, walks, driveways and other structures.

Item 7 is supplemented with the following:

The finished grade shall be such that after planting, the grade shall be flush with adjoining vegetative surfaces; positive drainage shall also be maintained.

Add the following new Item:

9. The contractor shall be careful not to disturb any of the existing or cut slopes.

8-02.3(6) Mulch and Amendments

This section is supplemented with the following:

Existing Topsoil areas shall be amended in place with Compost in accordance with Standard Plan GSI-01b as specified or as shown per Plans.

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

Coarse Compost can be used as mulch for Planting Areas in accordance with Section 8-02.3(6)A below.

Where shown in the plans Mulch shall be Tagro Bark Mulch or Bark or Woodchip Mulch.

8-02.3(6)A Compost

This section is supplemented with the following:

Compost as a surface applied mulch shall be Coarse Compost in accordance with BMP C125, Section 1.12 and A900 – Compost, Chapter 21.9, of the City of Tacoma Stormwater Management Manual.
The Contractor shall report the amount of cubic yards of Compost incorporated into the project, both as mulch and as topsoil amendment or content. The Contractor shall submit the quantity of Compost per type and supplier.

8-02.3(8)C Pruning, Staking, Guying and Wrapping
This section is supplemented with the following:

Crossed or rubbing branches shall be removed providing the natural shape of the tree is preserved. Under no circumstances shall pruning be done prior to inspection and approval of plants by the Engineer. All cuts shall be made flush with the parent stem leaving no stubs. Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by callus growth. Cuts that produce large wounds and weaken the tree will not be acceptable.

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

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

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

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

8-02.3(8)D Root Barrier

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

8-02.3(8)E Tree Watering Bags

The Contractor shall install one Tree Watering Bag per tree as shown on the plans, following completion of the planting at the start of the watering season. Install Tree Watering Bag in accordance with manufacturer’s instructions and 8-02.3(13) Plant Establishment.

8-02.3(9) Seeding, Fertilizing, and Mulching
8-02.3(9)A Dates for Seed Application

The first paragraph is supplemented with the following:

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

- March 1<sup>st</sup> – June 30<sup>th</sup>
- September 1<sup>st</sup> - October 25

8-02.3(9)B Seeding and Fertilizing

This section is supplemented with the following:

All seeding areas shall be seeded with the following mix:

<table>
<thead>
<tr>
<th>Type of Seed</th>
<th>% by Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dwarf Tall Fescue (several varieties) Festuca arundinacea var.</td>
<td>45</td>
</tr>
<tr>
<td>Dwarf Perennial Rye (Barclay) Lolium perenne var. Barclay</td>
<td>30</td>
</tr>
<tr>
<td>Red Fescue Festuca rubra</td>
<td>20</td>
</tr>
<tr>
<td>Colonial Bentgrass Agrostis tenuis</td>
<td>5</td>
</tr>
</tbody>
</table>

The rate of application shall be 120 lbs per acre.

8-02.3(10) Lawn Installation

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

The second paragraph is supplemented with the following:

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

- March 1<sup>st</sup> – June 30<sup>th</sup>
- September 1<sup>st</sup> - October 25

8-02.3(10)B Lawn Seeding and Sodding

The first paragraph is supplemented with the following:

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

The third paragraph is supplemented with the following:

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

8-02.3(10)C Lawn Establishment

This section is supplemented with the following:
Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

**8-02.3(11) Mulch**  
*The first paragraph is supplemented with the following:*

Mulch shall be Tagro Bark Mulch or Arborist Mulch per City of Tacoma Standard Plans.

**8-02.3(11)B Bark or Wood Chip Mulch**  
*The third sentence of the first paragraph is revised to read:*

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

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

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

*This section is supplemented with the following:*

Bark or wood chip mulch in accordance with Section 9-14.5(3) shall be applied to a minimum depth of 3 inches at the location indicated on the Plans or as directed by the Engineer.

Bark or Wood Chip Mulch shall be placed over all planting beds to the depth and at the locations indicated on the Plans. Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

Mulch shall meet the requirements of Section 9-14.4(3) Bark or Wood Chips of these Special Provisions or Tagro Bark Mulch.

Contractor shall not apply Bark or Wood Chip Mulch directly to the base of tree trunks.

**8-02.3(14) Plant Replacement**  
*This section is revised to read:*

The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and materials warranty for all planted material. The warranty shall cause the Contractor to remove and replace all rejected plant material during the warranty period. The warranty period shall begin at the date of physical completion of the contract and end one calendar year from that date.

The Contractor shall be responsible for growing or providing enough plants for replacement of all plant material rejected during the warranty period. All rejected plant material shall be replaced at dates approved by the Engineer.

All replacement plants shall be of the same species and quality as the plants they replace. Plants may vary in size reflecting one season of growth should the Contractor
elect to hold plant material under nursery conditions for an additional year to serve as replacement plants.

Replacement plants will be subject to the original warranty provision as stated above.

**Tree Watering Bag**

Each tree watering bag shall be filled to capacity not less than once per week, during the watering season, which is considered to be April 15th through September 30th. It is the Contractor’s responsibility to monitor the water in each watering bag and advise the City if additional water cycles are required. The Contractor shall ensure that each watering bag is functioning correctly and shall replace any malfunctioning, damaged, or stolen watering bags. If watering a bag is stolen or damaged by the acts of others, the City will pay invoice cost with no markup only for the replacement watering bags and the Contractor will be responsible for the labor to install the replacement bags.

Watering will be weather dependent. It is the responsibility of the Contractor to monitor the watering requirements and the frequency may increase or decrease throughout the term of the Agreement. If more than 0.5 inches of rainfall occurs within a 48-hour period, the contractor may elect to forgo tree watering until the rainfall has ceased and for a period of 48 hours following the rain.

Upon completion of the contract, the watering bags in good working condition shall become the property of the City. All other watering bags shall be disposed of by the Contractor. The Contractor shall deliver the watering bags that are good working condition to Environmental Services.

The Contractor shall not use hoses, equipment, or water from private properties when watering trees.

*Add the following new section: 8-02.3(17) Site Restoration*

During the construction of the roadway or HMA overlay, curb ramp construction, curb and gutter construction, and sidewalk construction; the Contractor shall replace in kind, including but not limited to: any lawn, topsoil, plants, wood chip mulch, garden walls, rockery, or irrigation heads/pipes, affected by the work. Each location of work shall be graded to a smooth and even surface, matching existing grades. Grading shall be accomplished to blend the new work with the existing ground lines and to maintain natural drainage courses. In areas abutting the roadway, or where it is common for pedestrians to walk, lawn restoration shall either be protected from any kind of traffic until the end of the establishment period or left in a manner that is firm when subjected to foot traffic. Restoration of grass areas by placement of seed shall be done through hydro-seeding. Hand seeding will not be allowed, except in small areas as allowed by the Engineer. In addition landscaping items not included in the Proposal shall be included under “Site Restoration”, lump sum.

Restoration limits shall be to the “Daylight Line” as shown on the Plans.

All excess materials shall be removed from the site.
8-02.4 Measurement
The first paragraph is revised to read:

Topsoil, mulch, and soil amendments will be measured by the cubic yard in the haul conveyance at the point of delivery when included in the proposal.

The third paragraph is revised to read:
Compost will be measured by the cubic yard in the haul conveyance at the point of delivery when included in the proposal.

The fifteenth paragraph is revised to read:
Irrigation water used to establish vegetation will be considered included in the cost of plants.

This section is supplemented with the following:
No specific unit of measure will be applied to the lump sum bid item Site Restoration.

8-02.5 Payment
The pay unit of square yards will be used in lieu of acres.

“Plant Selection ___”, per each.

Payment for “Plant Selection ___” shall be full pay for all materials, labor, tools, equipment and supplies necessary for weed control within planting areas, planting area preparation, mulch, topsoil, excavation, root barrier, tree watering bags, maintanence of tree watering bags, fine grading, planting, cultivating, and clean-up for the particular items called for in the Plans until the physical completion date of the contract. A one (1) year plant warranty shall be included in the unit contract price. All plants to be planted shall have a caliper size of 1.5 inches to 2 inches, per the City of Tacoma Urban Forestry Manual, unless otherwise approved by the Engineer.

Paragraphs 14 through 17, pertaining to partial payment, are deleted.

Paragraphs 20 through 26, pertaining to partial payment, are deleted.

“Site Restoration”, per lump sum.

The lump sum payment for “Site Restoration” shall be full pay for all materials, labor, tools, equipment, and supplies necessary for restoration of the job site and any landscape items according to the Plans and Specifications, including but not limited to, grass sod/seed, planting area preparation, soil amendment, grading, cultivating, planting, mulching, compost, cleanup, and water necessary to complete the site restoration, as specified.

The last paragraph is deleted.

END OF SECTION
8-03 IRRIGATION SYSTEM

8-03.1 Description

This section is supplemented with the following:

The Contractor shall hire a Washington State Certified Landscape Architect to plan and design an Irrigation System to serve the planting areas shown on the Plans. These areas are shown in the hatched areas on the Plans within the McKinley Overlook between E ‘E’ St and E ‘F’ St along E 32nd St. The Contractor shall investigate from where to construct water supply and electrical service to the Irrigation System, in coordination with the City of Tacoma, Environmental Services and Tacoma Public Utilities.

8-03.3 Construction Requirements

8-03.3(1) General Requirements

This section is revised to read:

The nature of this irrigation bid is a design and build. Location of pipe, tubing, irrigation heads, emitters, valves, cross-connection devices, irrigation sleeves and other equipment shall be as designed by the Contractor with official approval by the Engineer. The general alignment in the Plans, and the system as described in the description, serves to provide a common basis of bid as to the extent of the area to be served by the new system.

Potable water supplies shall be protected against cross-connections in accordance with applicable regulations for the Washington State Department of Health and the local health authority.

Construction of irrigation electrical systems shall conform to applicable portions of Sections 8-20. All electrical work from the electrical source to the controller junction box must be completed by a licensed electrical contractor.

The Contractor shall advise the Engineer at least 24 hours before pressure tests are to be conducted.

A zone diagram shall be posted in the controller to facilitate the selection of the valves to be operated.

8-03.3(2) Submittals

This section is supplemented with the following:

The Contractor’s certified landscape architect shall submit to the Engineer an irrigation plan and details of the type of materials, parts and sprinkler equipment, including but not limited to spray heads, valves, and controller locations. The landscape architect shall show on the irrigation plans the location, type, length and size of sprinkler pipes and tubing in accordance with the Specifications. Irrigation system construction shall only begin after the Engineer gives a written approval of the Irrigation Plan.
8-03.3(7) Irrigation Piping

This section is revised to read:

All irrigation pipe shall be a minimum of 12 inches below finished grade measured from the top of the pipe or as shown in the Plans. Where possible, mains and laterals shall be placed in the same trench. All lines shall be placed a minimum of 1 feet from the edge of concrete sidewalks, curbs, guardrails, walls, fences, and traffic barriers. Pipe pulling will not be allowed for installation and placement of irrigation pipe. Pipe trenches shall not be backfilled until hydrostatic pressure testing is completed and accepted by the Engineer. All plastic materials shall be protected from direct sunlight in accordance with Section 1-06.4.

8-03.5 Payment

This section is revised to read:

“Irrigation Plan”, lump sum

The lump sum Contract price for “Irrigation Plan”, shall be full compensation for the design and submittal of the Irrigation Plan in accordance with Section 8-03. Any research on water services and electrical sources, corrections, and up to two subsequent resubmittals of the Irrigation Plan upon reviews by the Engineer and Metro Parks Tacoma shall be included in the lump sum price.

“Irrigation System”, lump sum.

All costs for furnishing, installing, and operating the irrigation system in accordance with Section 8-03 shall be included in the lump sum price for the complete irrigation system. This includes all costs for inspections, tests performed on cross-connection control devices, electrical wire testing during the life of the Contract, system maintenance and repair, winterization and startup, irrigation audits, and as-built Plans in accordance with Section 8-03. Potholing for connections to existing water services shall be included in the lump sum price for irrigation system.

As the irrigation system is installed, the payment schedule will be as follows:

1. Payment will be made in proportion to the amount of Work performed up to 85 percent of the unit Contract price for irrigation system when the irrigation system is completed, tested, inspected, fully operational, and upon delivery of the As-builds, M&O Manuals and Operating Tools.

2. Payment shall be increased to 95 percent of the unit Contract price for irrigation system upon completion and acceptance of initial planting.

3. Payment shall be increased to 100 percent of the unit Contract price for irrigation system upon completion and acceptance of the first-year plant establishment and acceptance of all supplements to the As-builds or M&O Manuals.

END OF SECTION
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.
• When temperatures below 35 degrees Fahrenheit are predicted up to 7 days after pouring the concrete, the concrete shall be covered in blankets.

END OF SECTION
8-12  CHAINLINK FENCE AND WIRE FENCE
(*******)

8-12.3 Construction Requirements
This section is supplemented with:

Chainlink fence shall be coated with Black PVC where shown in the Plans or directed by the Engineer. The new chainlink fence shall match the height of the existing black chainlink fence.

8-12.3 Payment
This section is supplemented with:

“Black PVC Coated Chain Link Fence Type __”, per linear foot.

The unit contract price for “Black PVC Coated Chain Link Fence Type __” per linear foot shall include all costs to construct the Chain Link Fence per this section and all costs for material and labor to coat the Chain Link Fence in Black PVC.

“Black PVC Coated Chain Link Fence Gate”, per each.

The unit contract price for “Black PVC Coated Chain Link Fence Gate” per each shall include all costs to construct the Chain Link Fence Gate per this section and all costs for material and labor to coat the Chain Link Fence Gate in Black PVC.

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

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.

All existing monuments that are intact shall be removed and sent to the City of Tacoma Testing Lab.

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 Contractor.

8-13.3 Construction Requirements
The Contractor shall construct the poured monument in accordance with the City of Tacoma Standard Plan SU-01. The brass marker position shall be staked and checked by a Professional Land Surveyor registered in the State of Washington. The brass marker shall be engraved with the PLS number of the Professional Land Surveyor staking and verifying the monument location.

The Contractor shall obtain a permit for the temporary removal of the Monument from the Washington State Department of Natural Resources and provide a copy of the permit to the Contracting Agency prior to the removal of the existing Monument.

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.
8-14 CEMENT CONCRETE SIDEWALKS

8-14.3 Description
This section is supplemented with:

This Work includes stamping artistic concrete stamps as shown on the Plans.

8-14.3 Construction Requirements

8-14.3(3) Placing and Finishing Concrete
The fourth paragraph is revised to read:

Curb ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans.

8-14.3(4) Curing
The second sentence is revised to read:

Curing shall be in accordance with Section 5-05.3(13).

Section 8-14 is supplemented with the following:

8-14.3(20) Cold Weather Work
The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

• The Engineer shall be notified at least 24 hours prior to placement of concrete.
• All concrete placement shall be completed no later than 2:00 p.m. each day.
• Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.
• When temperatures below 35 degrees Fahrenheit are predicted up to 7 days after pouring the concrete, the concrete shall be covered in blankets.

8-14.3(21) Thickened Edge for Sidewalk
Thickened edge shall be constructed in accordance with the standard plan.

8-14.5 Payment
The pay item “Cement Conc. Sidewalk” is supplemented with the following:

All additional costs related to the construction of thickened edges shall be included in the unit contract cost for “Cement Conc. Sidewalk”.

The bid item “Cement Conc. Curb Ramp Type ---“, per each is revised to read:

“Cement Conc. Curb Ramp”, per each
The unit Contract price per each for “Cement Conc. Curb Ramp” shall be full pay for installing the complete curb ramp per Plans and Specifications, and as directed by the Engineer, including ramps, landing, flares, wings, and detectable warning surfaces as specified. This bid item shall include all curb ramp types.

The sixth paragraph is revised to read:

Excavation required for the construction of the sidewalk shall be paid for under the unit contract price for “Roadway Excavation, Incl. Haul” when included in the proposal. Otherwise, the Contractor shall include all costs associated with excavating, including haul and disposal, regardless of the depth in the unit contract price for “Cement Conc. Sidewalk” and/or “Cement Conc. Curb Ramp Type __”.

END OF SECTION
8-20.1 Permitting and Inspections

The third paragraph is revised to read:

All new services require a Tacoma Public Utilities Permit and inspection by Tacoma Power. All work on the load side of the service will be inspected by the Signal and Streetlight Shop Inspector.

8-20.2 Materials

This section is supplemented with the following:

The Contractor shall warranty all electrical and mechanical equipment described in this section for satisfactory in service operation for one year following project acceptance. Warranty shall include troubleshooting, labor, materials and all other costs to bring the equipment to a satisfactory level of service. Normal maintenance is not included in the warranty.

8-20.2(1) Equipment List and Drawings

This section is revised to read:

Within 20 days following execution of the Contract, the Contractor shall submit to the Engineer a completed “Request for Approval of Material” that describes the material proposed for use to fulfill the Plans and Specifications.

The Contractor shall submit Type 2 Working Drawings consisting of supplemental data, sample articles, or both, of the material proposed for use. Supplemental data includes such items as catalog cuts, product Specifications, shop drawings, wiring diagrams, etc.

The Contractor shall submit Type 2 Working Drawings consisting of the following information for each different type of luminaire required on the Contract:

1. Isocandela diagrams showing vertical light distribution, vertical control limits, and lateral light distribution classification.
2. Details showing the lamp socket positions with respect to lamp and refractor for each light distribution type. This requires that the Contracting Agency know what the light pattern available are and the light distribution.

Additional submittals for proposed alternate LED Roadway Luminaires shall be in conformance with section 9-29.10.

The Contractor shall submit for approval Type 3E Working Drawings in accordance with Section 1-05.3 for each type of light standard and each type of signal standard called for on this project.

The Engineer’s acceptance of any submitted documentation shall in no way relieve the Contractor from compliance with the safety and performance requirements as specified herein.
Submittals required shall include but not be limited to the following:

1. A Type 2 Working Drawing consisting of a material staging plan, should the Contractor propose Contracting Agency-owned property for staging areas.

2. A Type 2 Working Drawing consisting of a cable vault installation plan showing the exact proposed installation location by Roadway station, offset and the scheduled sequence for each cable vault installation.

3. A Type 2E Working Drawing consisting of a pit plan, for each boring pit, depicting the protection of traffic and pedestrians, pit dimensions, shoring, bracing, struts, walers, sheet piles, conduit skids, and means of attachment, casing type, and casing size.

4. A Type 2E Working Drawing consisting of a boring plan depicting the boring system and entire support system.

8-20.3 Construction Requirements

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

The Contractor shall call 24 hours prior for inspection before covering any underground conduit, prior to installing any detection loops, or placing concrete for foundations. For inspections, notify Traffic Signal/Streetlighting at (253) 591-5287.

Work shall be sequenced such that after the new signal is placed in operation, the Contractor shall remove any equipment not required for the operation of the new signal. The Contractor shall remove the old vehicle and pedestrian signal heads immediately after the new system is operational.

For new or modified signals, the contractor shall provide a Portable Changeable Message Sign in each direction and operate the PCMS or static signs for a minimum of two weeks and a maximum of one month after activating the new or modified signal. This work shall be paid for in accordance with Section 1-10.

The following existing and temporary equipment shall be deconstructed/removed by the Contractor and delivered to the City of Tacoma Signal/Streetlight Shop located at 3401A South Orchard Street. Care shall be exercised in removing and salvaging the equipment. Any equipment damaged during removal, hauling, and stockpiling shall be repaired or replaced by the Contractor at no expense to the City.

- All signal heads and mounting hardware
- Flashing beacons and flasher control panel
- Steel poles, mast arms, and hardware
- Aluminum poles, mast arms, and hardware
- Controller cabinets and all internal hardware and wiring
- Vehicle detection systems, including video, microwave, and infrared systems, and associated hardware
- All Opticom equipment or other preemption and priority equipment.
- LED luminaries, LED retrofit kits, and LED lamps
• Ornamental/Decorative fixtures and poles/posts
• Pedestrian signals, poles, and pushbuttons.
• Signs, brackets, and hardware
• Locking junction box security lids, security bolts, and all other wire theft deterrent
  security hardware

All other equipment shall be removed of and disposed of by the Contractor, including but not
limited to the following:
• Wood poles
• All wiring outside of the controller cabinet
• Loops
• Non-LED cobra-head fixtures

8-20.3(4) Foundations
This section is supplemented with the following:

All pedestrian pushbutton post (Type PPB) foundations shall be constructed in accordance with
WSDOT Standard Plan J-20.10-05 or J-20.11-03. The anchor bolt template shall match base
called for in Section 9-29.6(1). Anchor bolts shall be in accordance with Section 9-29.6(5).

Anchor bolts for streetlight standards and for strain poles shall extend a minimum of two
threads and a maximum of six threads above the top heavy-hex-nut. A minimum of three
threads shall remain between bottom of the leveling hex-nut and the top of the foundation.

Foundations shall be excavated using an auger and poured against undisturbed material unless
otherwise approved by the Engineer. Vacuum excavation should be used where there is a
possibility of conflict with utilities or other facilities.

Forming the foundation with galvanized culvert pipe or similar forming methods will only be
allowed when soil conditions or other factors make this method of construction necessary and is
approved by the Engineer. Biodegradable forming tubes shall be fully removed from the cured
concrete prior to backfilling. When using culvert or tubes, the following backfill requirements
will apply. The area between the form and undisturbed material shall be filled with CDF. For
lightly loaded installations and only with the approval of the Engineer, Crushed Surfacing Top
Course meeting the requirements of Section 9-03.9(3) may be used. Placement shall be in
accordance with Section 2-09.3(1)E and shall be backfilled and compacted in the presence of the
Engineer.

8-20.3(5) Conduit

8-20.3(5)A General
This section is supplemented with the following:

Unless otherwise specified in the plans and specifications, standard conduit sizes shall be as
follows:
• Underground Streetlight Conduit: 2 inch diameter
• Pole Riser Service Installations: 1-1/2 inch diameter
• Traffic Signal Conduit: 3 inch diameter
- Traffic Signal Communication: 3 inch diameter
- All other conduit: 2 inch diameter, unless otherwise specified.

As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed in an approved manner. Location wire, in conformance with 9-29.3(2)A3, green insulated, No. 8 AWG copper minimum and Pull Tape, in conformance with 9-29.1(10), shall be installed in all empty conduits. Minimum three (3) feet of slack of the location wire and pull tape shall be neatly coiled and secured to the conduit in the same manner as is shown in Washington State Department of Transportation Standard Plan J-28.70-04, Details A and B.

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

Conduit under driveways and other vehicular access ways shall be Schedule 80 high-density polyethylene (HDPE), Schedule 80 PVC, or rigid metal conduit (RMC).

Conduit installed in a joint trench, with power, and that is installed a minimum of 36-inches from finished grade may utilize Schedule 40 PVC in lieu of Schedule 80 PVC. This allowance shall not be construed to permit the use of dissimilar materials in a single run.

Pole riser conduit material types shall be in accordance with applicable City of Tacoma standard plans.

8-20.3(5)D Conduit Placement
This Section is supplemented with the following:

Conduit terminating in pole foundations shall extend to 3 inches below the pole handhole.

Conduit terminating in controller foundations shall terminate 3 inches above the foundation.

8-20.3(5)E1 Open Trenching
Subsection 5 is revised to read:

5. Trenches located within the paved roadway shall be backfilled with 3 inches of sand over the conduit, followed by material meeting the requirements of Section 9-03.12(3). Compaction shall be in conformance with Section 2-09.3(1)E. All street cuts shall be repaired in accordance with the City of Tacoma standard plans.

This section is supplemented with the following new Subsections:

7. Where multiple conduit are installed in the same trench, the trench shall be of sufficient width to accommodate all conduit, with a minimum 3-inch separation between each conduit, and a minimum clearance of 1-inch on the sides of the trench. When conduit is laid horizontal to one another, the conduit shall be laid at the same elevation, parallel with one another. When conduit is laid vertically in the same trench, conduit spacers shall be used to maintain the 3-inch separation. Spacers shall be installed in accordance with the manufacturer’s recommendations for conduit of that size and type. Additional
spacers shall be required where the supported conduit is sagging more than 20% of the nominal diameter of the conduit.

8. In all conduit trenches, metallic, detectible, utility warning tape shall be placed at twelve (12) inches below final grade.

8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes

This section is supplemented with the following:

Unless otherwise specified in the plans, or as otherwise directed by the engineer, all junction boxes exposed to vehicular traffic shall be Heavy-Duty. Field adjustment of junction boxes, which cause junction boxes to be installed within an intersection radius and within four feet of the curb face may be required to be Heavy-Duty. Final placement and type of all junction boxes within an intersection shall be as directed by the Engineer.

Adjacent junction boxes shall be separated by a minimum of three-inches.

Concrete meeting the requirements of 6-02.3(2)B shall be placed surrounding all junction boxes except as otherwise provided for below. Concrete shall be flush with the top of the junction box and the adjacent improvements. Concrete shall be cast in place. Junction boxes shall be secured with the concrete border (per City of Tacoma Standard Plan TS-08) as follows:

1. When the junction box is located within a concrete or asphalt section and is located a minimum of 12-inches from the edge of the section, a concrete border will not be required.

2. Where junction boxes are located within 12-inches from the edge of the concrete or asphalt section, the junction box shall secured on all sides with a minimum 12-inch wide, 6-inch deep concrete section. Concrete shall be finished in the same manner as the adjacent concrete where applicable.

3. Where junction boxes are located within a planter strip, a landscaped area, or other non-hardened surface, the junction box shall be bordered on all sides with a minimum 6-inch wide, 12-inch deep concrete section flush with the top of the junction box.

When setting a new junction box on an existing streetlight circuit where no equipment ground is present, a non-conductive junction box and lid shall be utilized.

All junction box lids for illumination systems shall be welded in place using two, 1-1/2 inch long welds on opposite corners of the junction box lid and frame. Welding shall occur after inspection and testing of the illumination system and confirmation from the Engineer. An Illumination System may consist of a separate illumination service or circuit.

8-20.3(8) Wiring

The sixth paragraph is revised to read:

Signal wiring shall be in conformance with the following:

1. All termination for traffic signal control systems shall be in accordance with City of Tacoma Standard Plan TS-15.
2. All signal wiring shall be 14 gauge 5-conductor or 12 gauge 2-conductor stranded copper wire unless otherwise shown in the plans.
3. For 5-section heads, 2-5c-14 gauge conductors shall be utilized.
4. 5c wire shall not be split between high voltage and low voltage. Where a pedestrian head and a pedestrian push-button share a common pole, a separate 2c shall be pulled for the push-button.
5. A single 5c may be split between two pedestrian heads on a common pole with a jumper across the neutral.
6. Opticom and detection wiring shall be per manufacturer’s recommendations.
7. Interconnect fiber cable shall circle the base of the cabinet with 50 feet of coiled cable.

Field wiring of the cabinet shall be done by City of Tacoma Signal Electricians after all wiring has been pulled into the cabinet and properly labeled with a temporary label consisting of white electricians tape with permanent marker. The Contractor shall provide a detailed description/key of all temporary labeling. The cabinet and labeling shall be inspected by the Signal/Streetlight inspector prior to cabinet wiring. The Contractor shall allow five working days for City Electricians to field wire the cabinet after the inspection is complete. Improper or incorrect labeling requiring additional effort by the City may result in additional time required by City forces to wire the cabinet.

The eighth paragraph is revised to read:

Illumination cable in light standards shall be #10 AWG USE or “Pole and Bracket” cable, as specified in Section 9-29.3(2)D of the Standard Specifications.

The ninth paragraph is revised to read:

Fifteen (15) feet of slack cable shall be provided at the controller end of all cables terminating in the controller cabinet. A minimum of three (3) feet of slack cable shall be left at all strain poles and junction boxes. Interconnect fiber optic cable shall have fifty (50) feet of slack cable in the controller cabinet and 20 feet of slack cable in each junction box between terminated signal cabinets.

8-20.3(8)A Splices

The second and third paragraph are deleted.

The fifth paragraph is revised to read:

Splices and taps on underground and overhead circuits shall be made with solderless crimp connectors, installed with an approved tool designed for the purpose, to securely join the wires both mechanically and electrically. Splices and taps will be sealed in accordance with this section.

The seventh paragraph is revised to read:
Aerial illumination splices shall be taped with thermoplastic electrical insulating tape equivalent to the original wire insulation rating and thickness. It shall be well lapped over the original insulation.

*This section is supplemented with the following:*

All splices in junction boxes and handholes shall be taped and sealed with an electrical coating. Tape splice insulation shall consist of thermoplastic electrical insulating tape equivalent to the original wire insulation rating and thickness. It shall be well lapped over the original insulation and moisture resistant electrical coating shall be applied and allowed to dry. Two layers of thermoplastic tape will then be applied, followed by a second layer of moisture resistant electrical coating.

8-20.3(9) Bonding, Grounding

The third paragraph shall be supplemented with the following:

Equipment grounding shall be minimum #8 AWG unless otherwise shown in the plans. When the ground is pulled through a conduit, the wire shall be insulated. Color tape marking shall not be acceptable for marking the ground.

8-20.3(10) Service, Transformer, and Intelligent Transportation System (ITS) Cabinets

The second, third, and fifth paragraphs are deleted.

8-20.3(13) Illumination Systems

8-20.3(13)A Light Standards

The sixth, seventh, and eighth paragraphs (regarding pole identification numbers) are deleted.

*This section is supplemented with the following:*

Conventional Base installation shall conform to the following:

The light standards shall be assembled and mounted complete on foundations perfectly straight and in good alignment. Proper leveling of the standards shall be accomplished by means of four leveling nuts that are to be employed with the anchor bolts. Standards shall be plumb within 1/50-inch per foot.

Luminaires shall be securely attached to the mast arm in a straight and level position. The luminaires shall be installed at a specified number of degrees from level if directed by the Engineer. After the poles are plumbed, grout shall be neatly placed between the pole base and the concrete. The Contractor shall install a 3/8-inch diameter plastic drain tube in the grout. The nuts and bolts required for this foundation shall be furnished by the Contractor.

All above grade signal and streetlight infrastructure, including streetlight standards, traffic signal poles, pushbutton poles, cabinets, and enclosures, shall not be installed closer than three (3)
feet from face of curb to the nearest part of the pole or structure and no closer than five (5) feet from fire hydrants and utility poles.

8-20.3(13)B Vacant
This vacant section is renamed and replaced with the following:

8-20.3(13)C Luminaires
This section is supplemented with the following:

All luminaires supplied by the project shall be identified with a green “H-1” label on the bottom of the luminaire. H-1 labels can be obtained at the Signal and Streetlight shop or through the Signal and Streetlight Inspector.

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

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

8-20.4 Measurement
This section is supplemented with the following:

When a bid item is shown as “lump sum” in the proposal, no specific unit of measurement will apply, but measurement will be for the sum total of all items for a complete system to be furnished and installed in accordance with approved methods, the Plans, and the Special Provisions, and these Specifications. Removal, relocation and salvage of existing traffic signal and illumination equipment and signs where required shall be incidental to the lump sum items and no separate measurement will be made.

8-20.5 Payment
This section is supplemented with the following:

“Illumination System, Overlook”, lump sum.

The lump sum Contract price for “Illumination System ____” shall be full pay for the construction of the complete electrical system, modifying existing systems, or both, as described and as show in the Plans, and herein specified, including excavation, backfilling, concrete foundations, conduit, wiring, restoring facilities destroyed or damaged during construction, salvaging existing materials, and for making all required tests. All additional materials and labor, not shown in the Plans or called for herein and which are required to complete the electrical system, shall be included in the lump sum Contract price. The system also includes but is not limited: luminaire poles, luminaire bracket arms, LED luminaires, electrical service enclosures, and junction boxes.

END OF SECTION
8-22 PAVEMENT MARKING

8-22.1 Description
This section is supplemented with the following:

Chevrons
A “Chevron” shall be provided on speed humps for each approach. For a street width less than 28 feet, the “Chevron” shall start at the edge of roadway (gutter line). For a street width greater than 28 feet, the “Chevron” shall start at the center of the roadway. Refer to details specified within the plans. Chevrons shall be provided along bike lane buffers at locations specified on the plans or as directed by the Engineer.

Green Durable Product
Green Durable Product shall be provided at locations identified on the plans such as “Bike Box” and “Bike Transition Lane” locations and as directed by the Engineer. Refer to details specified within these plans and specifications. The product shall be a durable, color stable, non-slip surface.

Sharrow Pavement Marking
Sharrow pavement marking shall be provided at locations identified in the plans. Refer to City of Tacoma Standard Plan CH-11 and/or other details specified within these plans and specifications. The product shall be a durable, color stable, non-slip surface.

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

All legends and arrows including “Plastic Arrow”, “Plastic Sharrow Symbol”, and “Plastic Letter” markings shall be a Preformed retro-reflective thermoplastic pavement marking material incorporating a pre-applied bead coating that can be adhered to asphalt, concrete and Portland Cement Concrete pavements by means of heat fusion. All “Plastic Chevron”, “Plastic Crosswalk Line”, and “Plastic Stop Line” shall be hot applied thermoplastic. The applied markings shall be very durable, oil and grease impervious, and provide immediate and continuing retro-reflectivity meeting the requirements of Section 9-34.3(2).

“Green Durable Product” materials shall meet the requirements of section 9-34.3(4) for MMA.

Materials used for curb paint shall be the same as for pavement marking paint per Section 9-34.2.

8-22.3 Construction Requirements

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

Effective Performance Life: When properly applied, in accordance with manufacturer’s instructions, the preformed marking materials shall be neat and durable. The markings shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other signs of poor adhesion.
Packaging: The flexible preformed marking material, for use as transverse or bike symbols as well as legends, shall be available in flat form material up to a maximum of 2 foot width by 4 foot length. The material shall be packed in suitable cartons clearly labeled for ease of identifying the contents. Packaging shall not use plastic liners within to separate material from itself. Product packaging shall identify part number and mil thickness.

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

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

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

Fusion: The preformed marking materials shall be fusible to the pavement by means of a propane torch recommended by the manufacturer.

Technical Services: The supplier shall provide technical services as may be required.

8-22.3(3)F Application Thickness
The Section is supplemented with the following:

Green Durable Product: Approximately 4.2 Gallon mixture of Green colored MMA, hardwearing aggregate, and catalyst should cover 70-75 SF at 90 mils thickness.

8-22.3(4) Tolerances for Lines
The allowable tolerance for “Length of Line” is revised to read:

Length of Line: The longitudinal accumulative error within a 32-foot length of skip stripe shall not exceed plus or minus 1 inch.

8-22.4 Measurement
The last sentence of the sixth paragraph is revised to read:

Crosswalk lines will be measured by the linear foot of marking installed.

This section is supplemented with the following:

Green Durable Products will be measured by the square foot of marking area installed.

Painted curb will be measured by the linear foot of curb line as “Painted Curb.”

Plastic Sharrow Symbols will be measured by each typical sharrow symbol installed.
8-22.5 Payment

This section is supplemented with the following:

“Painted Crosswalk Line”, per linear foot.

“Plastic Crosswalk Line”, per linear foot.

“Painted Curb”, per linear foot.

“Green Durable Product”, per square foot.

“Plastic Sharrow Symbol”, per each.

“Remove Paint Line”, per linear foot.

“Remove Traffic Marking,” per each.

END OF SECTION
8-40 TIDY UP TRASH RECEPTACLE

8-40.1 Description

This work shall consist of procuring and installing a trash receptacle as shown in the Plans and Specifications.

8-40.2 Materials

Trash Receptacles shall be E-Cube CCB-120L Clean Cube or an engineer approved equal.

8-40.3 Construction Requirements

Trash Receptacles shall be E-Cube CCB-120L Clean Cube or an engineer approved equal. The trash receptacle shall be 550mm by 614 mm by 1480 mm and shall have a 32 gallon to 35 gallon capacity. The receptable shall be solar powered and must have the capability to be graphically wrapped.

Contractor shall wrap the trash receptable with a wrap meeting the manufacturer’s recommendations and specifications. The Contracting Agency shall provide the graphic design for the wrap. The Contractor shall contact Rebecca Solverson to coordinate the pick up of the graphic design for the wrap. The Contractor shall print the wrap in the material and dimensions specified by the manufacturer’s specifications and recommendations. The Contractor shall apply the wrap to the trash receptable per the manufacturer’s recommendation.

Rebecca Solverson, City of Tacoma Public Art Specialist,
by phone at 253-591-5564 (office) or 253-381-5397 (mobile)
or by email at RSolverson@cityoftacoma.org

The Contractor shall install the trash receptable in the location shown in the Plans or as otherwise coordinated with the Engineer. The trash receptable shall be installed per the manufacturer’s recommendations.

8-40.4 Measurements

Install and Wrap Trash Receptacle shall be measured per each trash receptacle installed and wrapped as defined in the Specifications and Special Provisions.

8-40.5 Payment

“Install and Wrap Trash Receptacle”, per each.

The unit Contract price for “Trash Receptable” shall be full pay for procuring, storing, protecting during storage, and installing Trash Receptacles as defined in the Standard Specifications and these Special Provisions.

END OF SECTION
8-41 VIEWFINDER
(*)

8-41.1 Description

This work shall consist of procuring and installing a viewfinder as shown in the Plans and Specifications.

8-41.2 Materials

Viewfinders shall be Bright Star Horizon Scopes 110, Vista Viewer Binoculars 20x or an Engineer approved equal.

8-41.3 Construction Requirements

Viewfinders shall be Bright Star Horizon Scopes 110, Vista Viewer Binoculars 20x or an Engineer approved equal. Viewfinder shall be coinless unless otherwise approved by the Engineer. The viewfinder shall zoom a minimum of 20x, and shall have a minimum field of view of 180 degrees. Viewfinder shall be installed facing towards the Tacoma Dome District. The viewfinder shall have a height of approximately 48 inches.

The Contractor shall install the viewfinder in the location shown in the Plans or as otherwise coordinated with the Engineer. The viewfinder shall be installed per the manufacturer’s recommendations.

8-41.4 Measurements

Viewfinder shall be measured per each viewfinder installed as defined in the Specifications and Special Provisions.

8-41.5 Payment

“Viewfinder”, per each.

The unit Contract price for “Viewfinder” shall be full pay for procuring, storing, protecting during storage, and installing viewfinders as defined in the Standard Specifications and these Special Provisions.

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

9-03.1 Aggregates for Portland Cement Concrete

9-03.1(1) General Requirements
(June 16, 2016 Tacoma GSP)
The seventh paragraph is deleted

9-03.6 Vacant
(Jun 16, 2016 Tacoma GSP)
This section, including the title, is revised to read:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.
Degradation Factor 15 min.

9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot;</td>
<td>100</td>
</tr>
<tr>
<td>½&quot;</td>
<td>56-100</td>
</tr>
<tr>
<td>No. 4</td>
<td>32-72</td>
</tr>
<tr>
<td>No. 10</td>
<td>22-57</td>
</tr>
<tr>
<td>No. 40</td>
<td>8-32</td>
</tr>
<tr>
<td>No. 200</td>
<td>2.0-9.0</td>
</tr>
</tbody>
</table>

All percentages are by weight.

9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate) 93@
100 gyrations
AASHTO T324, WSDOT TM T718 or ASTM D3625 Pass
(Acceptable anti-strip evaluation tests)
The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

9-03.8 Aggregates for Hot Mix Asphalt
(March 9, 2016 APWA GSP)
Supplement section 9-03.8 with the following:

Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA)

General Requirements

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.
Degradation Factor 15 min.

Grading
Aggregates for PHMA/PWMA shall meet the following requirements for grading:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing*</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾” square</td>
<td>100</td>
</tr>
<tr>
<td>½” square</td>
<td>90 - 100</td>
</tr>
<tr>
<td>⅜” square</td>
<td>55 - 90</td>
</tr>
<tr>
<td>U.S. No. 4</td>
<td>10 - 40</td>
</tr>
<tr>
<td>U.S. No. 8</td>
<td>0 - 20</td>
</tr>
<tr>
<td>U.S. No. 40</td>
<td>0 - 13</td>
</tr>
<tr>
<td>U.S. No. 200</td>
<td>0 - 5</td>
</tr>
</tbody>
</table>

* All percentages are by weight.

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

9-03.12 Gravel Backfill
Add the following new Section:

9-03.12(10) Pea Gravel
(September 20, 2018 Tacoma GSP)

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing*</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾” square</td>
<td>100</td>
</tr>
<tr>
<td>⅜” square</td>
<td>95-100</td>
</tr>
<tr>
<td>U.S. No. 8</td>
<td>0 - 10</td>
</tr>
<tr>
<td>U.S. No. 200</td>
<td>0 - 3</td>
</tr>
</tbody>
</table>

Sand Equivalent 35 Minimum

* All percentages are by weight
9-03.21 Recycled Material

9-03.21(1) General Requirements
(Jun 16, 2016 Tacoma GSP)

This section is supplemented with the following:

Recycled materials will only be permitted upon approval of the Engineer. Recycled concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone, and extra excavation area backfill material.

END OF SECTION
9-08 PAINTS AND RELATED MATERIALS
(March 23, 2010 Tacoma GSP)

The following section is added:

9-08.20 Painting Surfaces Systems

The surfaces shall be painted in accordance with the type materials and exposures as identified in this section. The Contractor shall provide the Engineer with a paint mil.

9-08.20(1) Steel

A. Exposed/outside exposure (non-galvanized)
   1. Primer Coat: Section 9-08.1(2)C (2.5-mils)
   2. Intermediate Coat: Section 9-08.1(2)G (3.5-mils)
   3. Top Coat: Section 9-08.1(2)H (1.0-mils)

B. Exposed/Interior exposure (non-galvanized)
   1. Primer Coat: Section 9-08.1(2)C (2.5-mils)
   2. Intermediate Coat: Section 9-08.1(2)G (3.5-mils)
   3. Top Coat: Section 9-08.1(2)H (1.0-mils)

C. Unexposed/interior & exterior (non-galvanized)
   1. Primer Coat: Section 9-08.1(2)C (2.5-mils)

D. Exposed/interior & outside exposure (galvanized)
   1. Primer Coat: Section 9-08.1(2)E (2.5-mils)
   2. Top Coat: Section 9-08.1(2)H (1.0-mils)

E. Powder Coating and Galvanize Coating shall be applied where indicated in the contract documents. All other surfaces to be coated per Section 6-07.3.

F. Painting shall be applied in accordance with Section 6-07.3.

9-08.20(2) Concrete

A. Exposed/outside exposure
   1. 1st Cost: Section 9-08.3 (3.0-mils)

B. Exposed/Interior exposure
   1. 1st Cost: Section 9-08.1(3) (2.0-mils)
   2. 2nd Cost: Section 9-08.1(3) (1.0-mils)

C. Surface to be painted where indicated on contract plans

D. Colors to be selected by the Project Engineer

9-08.20(3) Wood

All surfaces to be coated where and in accordance with contract documents as indicated.

END OF SECTION
9-14  EROSION CONTROL AND ROADSIDE PLANTING

9-14.2 Topsoil

9-14.2(1) Topsoil Type A

This Section is revised to read:

Topsoil Type A shall meet the following requirements:

- The source Topsoil shall be friable and loamy, and can contain loam, sandy loam, silty loam, clay loam, or a sandy clay loam.
- Topsoil shall be organically amended with Compost before delivery to the job site, and the Compost shall conform to Special Provision 9-14.5(8).
- The amended Topsoil shall have minimum 10% organic matter for use in planting beds.
- The amended Topsoil shall have minimum 5% organic matter for grass seeding and lawn areas.
- The pH shall be between 6.0 and 8.0.
- The amended Topsoil shall have maximum 25% passing the #200 sieve.
- The amended Topsoil shall not exhibit visible water or dust during handling.

9-14.4 Mulch and Amendments

9-14.4(3) Bark or Wood Chips

This section is supplemented with the following:

Bark or Wood Chip mulch shall be Arborist Wood Chip Mulch (AWCM).

1. **Quality:** Arborist Wood Chip Mulch shall be coarse ground wood chips (approximately ½” to 6” along the longest dimension) derived from the mechanical grinding or shredding of the above-ground portions of trees. It may contain wood, wood fiber, bark, branches, and leaves; but may not contain visible amounts of soil. It shall be free of weeds and weed seeds including but not limited to the plants on the Pierce County Noxious Weed list available at: [www.piercecountyweedboard.wsu.edu](http://www.piercecountyweedboard.wsu.edu), and shall be free of invasive plant portions capable of resprouting, including but not limited to horsetail, ivy, clematis, knotweed, etc. It may not contain more than ½% by weight of manufactured inert material (plastic, concrete, ceramics, metal, etc.).

2. **Gradation:** Arborist Wood Chip Mulch, when tested, shall meet the following loose volume gradation:

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
<th>Minimum</th>
<th>Maximum</th>
</tr>
</thead>
<tbody>
<tr>
<td>2”</td>
<td>95</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>1”</td>
<td>70</td>
<td>100</td>
<td></td>
</tr>
</tbody>
</table>
No Particles may be longer than eight inches.

3. **Submittals.** At the Engineer’s request, prior to delivery the contractor shall provide the following:
   a. The source of the product and the species of trees included in it;
   b. A sieve analysis verifying the product meets the above size gradation requirement; and,
   c. A 5 gallon sample of the product, for the Engineer’s approval.

**9-14.5(8) Compost**

*This Section is supplemented with the following:*

The Compost supplier shall produce Compost from a certified composting facility. Certified compost facilities are included on a list and an interactive map available on the Washington State Department of Ecology Composting website:


Compost shall meet the definition for “composted material” per WAC 173-350-100 and comply with standards in WAC 173-350-220, except the feedstock may contain bio solids or manure feed stocks. City of Tacoma TAGRO Potting Soil Mix, which is derived from the municipal solid waste compost program, can be used as Compost or shall be added as part of the Compost mix.

Compost shall meet the following additional criteria:

- No visible water or dust during handling
- 40% minimum to 65% maximum organic content per TMECC
- Carbon to Nitrogen ratio below 25:1, or up to 35:1 for plants native to Puget Sound lowland region, or up to 40% as a coarse compost for surface mulch only.

For use as Topsoil amendment in BMP L613, Post Construction Soil Quality and Depth Compost shall meet the following additional criteria:

- The Compost must originate from a feedstock that contains compost derived from municipal solid waste compost programs. Those facilities that produce compost from food waste post consumer, yard debris, and food scraps can be found on this 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.

Detailed BMP specific Compost Specifications are referred to in the City of Tacoma Stormwater Management Manual, Chapter 21.9, A900 – Compost.

END OF SECTION
This Section, including its subsections, is revised to read:

All materials and equipment incorporated in the system shall be new, undamaged, of standard quality, and shall be subject to testing as specified.

When the water supply for the irrigation system is from a nonpotable source, irrigation components shall have lavender indicators supplied by the equipment manufacturer.

Any specific products listed below are the preferred items to be used. The Contractor shall incorporate these products into the design and construction to the extent practical. The Contractor shall be responsible to submit a complete design in which all components work together for a fully functional high quality finished irrigation system.

9-15.1 Pipe and Fittings

All pipe shall be PVC. Sleeves shall be Schedule 40 PVC, twice the diameter of the inserted line.

Swing Joints:
No pre-fabricated and No swing pipe or swing pipe fittings
Use only triple-swing joint construction.

9-15.1(2) Polyvinyl Chloride Pipe and Fittings

PVC pipe and fittings shall be of PVC compound Type 1, Grade 1, conforming to ASTM D1785 Specifications. The pipe and fittings shall be approved and certified by the National Sanitation Foundation. The Engineer may require dimensional and quick burst tests of pipe and fittings after arrival at the job site. Acceptance of the materials shall be subject to passing the designated tests per ASTM Standards.

PVC solvent weld pipe shall be of PVC 1120 material and shall have 200 psi minimum pressure rating with SDR 21 walls which conform to ASTM D2241. PVC pipe with walls heavier than SDR 21 shall be installed when noted in the Plans and specified in the Special Provisions. PVC threaded pipe shall be of PVC 1120 material and shall be schedule 80 which conforms to ASTM D1785.

PVC pipe fittings shall conform to ASTM D2466, Type I, Grades 1 or 2. Pipe may be belled on one end with the dimensions of the tapered bell conforming to ASTM D2672.

Each length of PVC pipe is to be marked with an identifying extrusion “run” number and the manufacturer’s name or trade name plus the pipe size and schedule.

Acceptance of the materials shall be subject to approval by conforming to the designated tests in accordance with ASTM Standards following the table below.
<table>
<thead>
<tr>
<th>Type</th>
<th>Minimum Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>PVC pipe – Schedule 40, 80 and 120</td>
<td>ASTM D1785; Compounds following ASTM D1784, PVC 12454 or 143333</td>
</tr>
<tr>
<td>PVC pipe – SDR 21 (Class 200)</td>
<td>ASTM D2241; Compounds following ASTM D1784, PVC 12454, 14333</td>
</tr>
<tr>
<td>PVC Fittings – Schedule 40</td>
<td>ASTM D2466; Compounds following ASTM D1784, PVC 12454, 13354, 11443 or 14333</td>
</tr>
<tr>
<td>PVC Fittings – Schedule 80</td>
<td>ASTM D2467, ASTM D2464; Compounds following PVC 12454, 11443, 14333</td>
</tr>
</tbody>
</table>

This section is supplemented with the following:

Use SCHEDULE 40 PVC pipe and fittings for mainline PVC lines 4" diameter and larger, and install with letters facing up.

Use Class 200 PVC pipe and fittings for laterals smaller than 4" diameter, and install with letters facing up.

Bevel pipe ends on 2" diameter and larger pipe.

For welded pipe main lines and laterals 3" diameter or less, use Weld-on P-70 Primer and Weld-on 705 PVC Cement – clear or gray. Use proper glue according to manufacturer’s instructions.

For mainline larger than 3" diameter use Gasket (O-Ring) joining systems with joint restraints and appropriate thrust blocking.

The Contractor shall be pipe welding certified.

9-15.3 Automatic Controllers

WSDOT Standard Specifications:

Automatic controllers shall be an electronic timing device for automatically opening and closing control valves for predetermined periods of time. The automatic controller shall be enclosed in a weatherproof painted metal housing fabricated from 16 gauge sheet aluminum alloy 6061-T6 or 16-gauge sheet steel or unpainted, nonrusting industrial grade stainless steel or as specified in the Plans. The pedestal shall have a completely removable locking faceplate to allow easy access to wiring.

The automatic controller housing shall have a locking device. All locks or locking devices shall be master keyed. The controller shall be compatible with and capable of operating the irrigation system as designed and constructed and shall include the following operating features:
1. Each controller station shall be adjustable for any desired period of time, from less than 1 minute to at least 99 minutes.
2. The controller shall be able to adjust so that any number of days may be omitted and whereby any one or more positions on the controller can be skipped. When adjustments are made, they shall continue automatically within a 14-day cycle until the Engineer desires to make new adjustments.
3. Controls shall allow any position to be operated manually, both on or off, whenever desired, without disrupting the operating cycle.
4. Controls shall provide for resetting the start of the irrigation cycle at any time and advancing from one position to another.
5. Controllers shall contain a power on-off switch and fuse assembly.
6. Controllers shall be 24-volt AC with battery back-up for memory retention of the operating cycle.
7. Each controller shall have rain sensor compatibility.

This section is supplemented with the following:
Metro Parks Tacoma requirements override the standard as follows:
Automatic controllers shall be CALSENSE ET2000e-RRe-TRAN. This is the base model order for design and includes master control valve and flow sensor. In conjunction with this model add TP-1 Transient Control Board. This can be IBOC-battery operated when no power source is available.

9-15.4 Irrigation Heads

Irrigation heads shall be of the type, pattern, and coverage shown in the Plans at rated operating pressure specified.

Sprinkler heads shall be designed so that spray adjustments can be made by either an adjustment screw or interchangeable nozzles. Watering cores shall be easily removed without removing the housing from the pipe.

All instructions, special wrenches, clamps, tools, and equipment supplied by the manufacturer necessary for the installation and maintenance of the irrigation heads shall be turned over to the Engineer upon completion and acceptance of the project.

This section is supplemented with the following:
Use the following Irrigation heads and associated parts to the extent practical:

- **Rotors**
  - HUNTER: All institutional, I-40, I-25, I-20 w/ 1” inlet

- **Spray Heads and Pop-Ups**
  - HUNTER Pro-Spray – PRS40 with appropriate MP rotator nozzles
  - RAINBIRD Pop-ups (standard spray heads / nozzles 1800 series)

- **Quick Coupler**
  - RAINBIRD 44LRC

9-15.5 Valve Boxes

This section is revised to read:
Use CARSON valve boxes, place 8”x8” metal plate on lid 2”-4” below grade.

**9-15.6 Gate Valves**

Gate Valves shall be of the same size as the pipes on which they are placed and shall have union or flange connections. Service rating (for nonshock cold water) shall be 150 psi.

Gate Valves shall be of the double disk, taper seat type, with rising stem, union bonnet and hand wheel or suitable cross wheel for standard key operation. Manufacturer’s name, type of valve, and size shall be imprinted or printed on the valve.

**9-15.7 Control Valves**

**9-15.7(1) Manual Control Valves**

Manual control valves shall be of the same size as the pipes connecting into them unless specified otherwise in the Plans. Service rating shall be not less than 150 psi nonshock cold water. When bronze is specified, the body shall follow ASTM B62. Brass body, ball and stem shall follow ASTM B16 or ASTM B124 (377). All plastic manual valves shall be pressure rated minimum of 125 psi and ASTM D1784. Socket dimensions shall follow ASTM D2467. Threaded dimensions shall follow ASTM D2464.

Manual control valves shall be designed for underground installation with suitable cross wheel for operation with a standard key and installed in a valve box. Manual control valves shall have removable bonnet and stem assemblies with adjustable packing glands and shall house long acme threaded stems to ensure full opening and closing.

**9-15.7(2) Automatic Control Valves**

Automatic remote control valves shall be globe pattern and glass filled nylon with flanged or screwed connections as required. The automatic control valve shall be constructed so as to allow all internal parts to be removable from the top of the valve without disturbing the valve installation.

Automatic control valves shall be of a normally-closed design and shall be operated by an electronic solenoid having a maximum rating of 6.5 watts utilizing 24-volt AC power with 50/60 Hz. Electronic solenoids shall have a stainless steel plunger and be directly attached to the valve bonnets or body with all control parts fully encapsulated. Automatic control valves shall be 20-200 psi. The opening and closing speed of the valve shall be a minimum of five seconds for closure and a minimum of three seconds for opening with a constant rate of opening and closing. A manual control bleed cock shall be included on the valve to operate the valve without the requirement of electrical current. A manual shutoff stem with cross handle for wrench operation is required for manual adjustment from fully closed to wide open. Once the manual adjustment is set, the valve shall operate automatically in the adjusted position. Water flow shall be completely stopped when the control valve is closed either manually or automatically. Automatic control valves and automatic controllers need not be from the same manufacturer.

*This section is supplemented with the following:*
Automatic Control Valves shall be Rainbird plastic valves, and can be PEB or PESB per design criteria. The Contractor shall install the valves using unions with a manual isolation valve upstream.

9-15.7(3) Automatic Control Valves with Pressure Regulator

Automatic control valves with pressure regulators shall be similar to the automatic control valves described in Section 9-15.7(2) and shall reduce the inlet pressure to a constant pressure regardless of supply fluctuations. The regulator shall be fully adjustable.

9-15.8 Quick Coupling Valves

Quick coupler valves shall have an operating range between 5 to 125 psi. The body of the valves shall be of cast Copper Alloy No. C84400 Leaded Semi-Red Brass conforming to ASTM B584. The base of the valve shall have standard female pipe threads. The design of the valve shall be such that it will open only upon inserting a coupler key and will close as the coupler key is removed from the valve. Leakage of water between the coupler and valve body when in operation shall not be accepted. The valve body receiving the coupler key shall be designed with double worm slots to allow smooth action in opening and closing of the valve with a minimum of effort. Slots shall be notched at the base to hold the coupler key firmly in the open position. Couplers shall be of the same material as the valve body with stainless steel double guide lugs to fit the worm slots. Couplers shall be of one-piece construction with steel reinforced side handles attached. All couplers shall have standard male pipe threads at the top. Couplers shall be furnished with all quick coupler valves unless otherwise specified.

This section is supplemented with the following:

Use Rainbird 44LRC quick coupling valves.

9-15.9 Drain Valves

Drain valves shall be a ½- or ¾-inch PVC or metal gate valve manufactured for irrigation systems. Drain valves shall be designed for underground installation with suitable cross wheel for operation with a standard key, shall have a service rating of not less than 150 psi nonshock cold water, and shall be installed in a valve box.

Drain valves on potable water systems shall only be allowed on the downstream side of approved cross-connection control devices.

This section is supplemented with the following:

Use CHAMPION #200 or BUCKNER 80-M manual drain valves. Drain valves shall be installed in a valve box. Drain valves on potable water systems shall only be allowed on the downstream side of approved cross-connection control devices.
9-15.10 Hose Bibs

Hose bibs shall be angle type, constructed of bronze or brass, threaded to accommodate a ¾-inch hose connection, and shall be key operated. Design shall be such as to prevent operation by wrench or pliers.

9-15.11 Cross Connection Control Devices

Atmospheric vacuum breaker assemblies (AVBAs), pressure vacuum breaker assemblies (PVBAs), double check valve assemblies (DCVAs), and reduced pressure backflow devices (RPBDs) shall be of a manufacturer and product model approved for use by the Washington State Department of Health, Olympia, Washington, or a Department of Health-certified agency.

*This section is supplemented with the following:*

Use FEBCO 850 or WILKINS 950 double Check Valves as backflow preventers. Use brass unions on backflow preventers only.

9-15.12 Check Valves

Adjustable spring check valves shall be PVC and shall be pressure rated at 200 psi. Valves shall be adjustable from 5 to 15 pounds spring tension but shall not cause pressure loss in excess of 5 psi for flows up to 30 gpm. Valves shall have angled seats, Buna-N seals, and threaded connections, and shall be installed in 8 inch round plastic valve boxes with vandal-resistant lids.

9-15.13 Pressure Regulating Valves

Pressure regulating valves shall have a minimum of 150 psi working pressure with an adjustable outlet range of 20 to 70 psi. The valves shall be factory set as shown in the Plans. Pressure regulating valves shall be rated for safe operation at 175 psi nonshock cold water.

*This section is supplemented with the following:*

Use WILKINS 600 Series pressure reducing valves.

9-15.14 Three-Way Valves

Three-way valves shall be tight closing, three port, ball or plug type, constructed to permit straight through and 90-degree flow only. The valve shall be of bronze or approved corrosion resistant body materials and shall have a minimum of 150 psi working pressure. The head of the valve, or handle when applicable, shall be permanently marked to indicate port position.

9-15.15 Flow Control Valves

Valve body materials shall be plastic or metal. Internal parts shall be stainless steel. Valves shall be factory set to the flows as shown in the Plans. Valves shall have no
external adjustment and be tamper-proof when installed. Control valves ¼ inch or smaller shall have a minimum pressure absorption range of 2 to 32 psi. Larger flow control valves 1½ inch or larger shall have a minimum pressure absorption range of 3 to 50 psi.

Flow shall be controlled to 5 percent of Plan volumes.

9-15.16 Air Relief Valve

The air relief valve shall automatically relieve air and break a vacuum in the serviced pipe. Body materials shall be installed exactly at all high points.

9-15.17 Electrical Wire and Splices

Electrical wire used between the automatic controller and automatic control valves shall be solid or stranded copper, minimum size AWG 14. Insulation shall be Type USE Chemically Cross Linked Polyethylene or Type UF, and shall be listed by a Nationally Recognized Testing Laboratory. Each conductor shall be color coded and marked at each end and at all splices with zone or station number identification.

Low voltage splices shall be made with a direct bury splice kit using a twist-on wire connector and inserted in a waterproof polypropylene tube filled with a silicone electrical insulating gel or heat-shrinkable insulation tubing. Heat-shrinkable insulation tubing shall consist of a mastic-lined heavy-wall polyolefin cable sleeve.

9-15.18 Detectable Marking Tape

Detectable marking tape shall consist of inert polyethylene plastic that is impervious to all known alkalis, acids, chemical reagents, and solvents likely to be encountered within the soil, with a metallic foil core to provide for the most positive detection and pipeline location.

The tape shall be color coded and shall be imprinted continuously over its entire length in permanent black ink indicating the type of line buried below and shall also have the word “Caution” prominently shown. Color coding of the tape shall be as follows:

<table>
<thead>
<tr>
<th>Utility</th>
<th>Tape Color</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water</td>
<td>Blue</td>
</tr>
<tr>
<td>Sewer</td>
<td>Green</td>
</tr>
<tr>
<td>Electrical</td>
<td>Red</td>
</tr>
<tr>
<td>Gas/Oil</td>
<td>Yellow</td>
</tr>
<tr>
<td>Telephone/CATV</td>
<td>Orange</td>
</tr>
<tr>
<td>Non-Potable Water</td>
<td>Purple</td>
</tr>
</tbody>
</table>

The width of the tape shall be as recommended by the manufacture based on depth of installation.
9-15.19 Wye Strainers

Wye strainers shall be bronze or brass with screwed end connections, 20 mesh Monel or stainless steel screen, and standard tapped bronze retainer cap and closure plug. Service rating shall be not less than 150 psi nonshock cold water.

END OF SECTION
9-28 SIGNING MATERIALS AND FABRICATION
(April 1, 2012 Tacoma GSP)

9-28.1 General
The second sentence of the first paragraph is hereby revised to read:

Permanent signs which measure 36 inches or less on a side and are to be mounted on a single post shall be constructed of single 0.080-inch aluminum panels.

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

Sign overlay panels shall be 0.050-inch aluminum panels.

9-28.9 Fiberglass Reinforced Plastic Signs
This section is deleted in its entirety.

END OF SECTION
9-29 ILLUMINATION, SIGNALS, ELECTRICAL
(February 15 2024 Tacoma GSP)

9-29.1(4) is supplemented with the following new section:

9-29.1(4)E Service Entrance Cap Fittings

Service Entrance Cap Fittings for use with PVC shall be PVC clamp-on type. Where used for
signal or flashing beacon conductors, the center of the wire entrance shall be cut or machined
out to a large diameter to accommodate entry of multi-conductors. All edges shall be smoothed
to avoid chaffing.

9-29.1(6) Detectable Underground Warning Tape

This section is supplemented with the following:

For electrical circuits detectable underground warning tape shall be high visibility red, with
continuous legend of “Caution Electric Line Buried Below” or equal. The warning tape shall be
polyethylene with a metallic backing. The polyethylene shall be a minimum 3 inches wide, 4 mils
thick.

9-29.2 Junction Boxes, Cable Vaults and Pull Boxes

This section is supplemented with the following:

Unless otherwise specified, all junction boxes containing illumination and signalcable shall be
Standard Duty with Alternate 2 Lid Bolt Down Attachment Tab per state standard plan J-40.10-
04.

9-29.2(1)A2 Non-Concrete Junction Boxes

This section is deleted.

9-29.2(4) Cover Markings

The second paragraph of this section is revised to read:

Covers shall be marked or embossed with “LT” for boxes containing illumination circuits. Covers
shall be marked or embossed with “TS” for boxes containing traffic signal circuits. Covers shall
be marked or embossed with “IC” for boxes containing signal interconnect circuits.

9-29.2(5)C Standard Duty Non-Concrete Junction Boxes

This section is deleted.

9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

This section is supplemented with the following:

Where not otherwise specified, all wiring shall meet standard of the industry for the application
employed. Wiring shall be consistent with manufacturers’ recommendations and meet all
applicable codes.
Unless otherwise specified, all fiber optic trunk communication lines (lines between intersections) shall be 24 count singlemode fiber optic cable. Fiber optic cables connecting the Fiber Optic Termination Panel in the signal cabinet to the Fiber Optic Splice Closure in the signal communications junction box shall be 6 count singlemode fiber optic cable.

9-29.3(2)A Single Conductor

9-29.3(2)A1 Single Conductor Current Carrying

*This section is supplemented with the following:*

Service connections shall be stranded copper size AWG #6 USE unless otherwise shown in the plans. Black conductor insulation shall be used for the service and the neutral conductor shall be white. Color tape marking shall not be acceptable for the neutral conductor.

9-29.3(2)A2 Grounding Electrode Conductor

*This section is supplemented with the following:*

Grounding electrode conductor shall be minimum #8 AWG unless otherwise shown in the plans. When the ground is pulled through a conduit, the wire shall be insulated. Color tape marking shall not be acceptable for marking the ground conductor.

9-29.4 Messenger Cable, Fittings

*This section is supplemented with the following:*

Messenger cable shall be 5/16-inch, seven-wire strand messenger cables conforming to ASTM A 475, extra-high strength grade, 11,200 lbs. min. breaking strength, Class B galvanized.

All guy eye anchor rods shall be double-hub type.

All miscellaneous nuts, bolts, washers and fittings shall be stainless steel or brass unless otherwise noted.

All metal line hardware shall be hot-dipped galvanized in conformance with the requirements of ASTM Designation A-153. All eyebolts shall be thimble eye design cast or welded to form a solid eye.

5-strand, class B galvanized steel, pretwisted guy strand dead ends, high strength cable conforming to ASTM Designation A-475, shall be utilized at all span wire terminations. 1/2" rope wire thimbles shall be required where span wire connects to all poles or bull rings, except where thimble eye bolts are used. Span wire shall normally be installed directly pole to pole, unless otherwise directed or specified.

Strain insulators shall be installed where connecting to wood poles. Where span wire is connected to a steel or concrete pole, insulators shall not be installed. Strain insulators shall be wet process, porcelain, conforming to EEI-NEMA Class S4-2 standards for 12,000-pound ultimate strength and shall be installed 9 feet from the pole.
9-29.6 Light and Signal Standards

This section is supplemented with the following:

Pedestrian pushbutton posts (Type PPB) shall have a 7-inch square and 10-inch high aluminum frangible pedestal with an aluminum door and grounding lug, with the post threaded into the top of the pedestal. The post shall be aluminum, 4.5-inch outside diameter, Schedule 40, with no finish. Set screws shall be used to secure the pole to the base. A post cap with set screws shall be provided and installed on the pole top. The bolt circle diameter for the base shall be 6 inches. Foundation shall be in accordance with Section 8-20.3(4). Anchor bolts shall be in accordance with Section 9-29.6(5).

All light and signal standards shall be fixed base.

The head of the handhold security bolt shall be flush with the face of plate. The face plate of the handhole shall be flush with pole.

9-29.6(5) Foundation Hardware

This section is supplemented with the following:

All pedestrian pushbutton posts (Type PPB) shall be installed utilizing anchor bolts with WSDOT Standard Plan J-20.10-5 and J-20.11-03, with 5/8-inch diameter and hot dip galvanized or stainless steel and shall meet ASTM F1554 Grade 36 specifications. Supplied with each anchor bolt shall be two hex nuts, meeting the requirements of ASTM A563, Grade A and two flat washers, meeting the requirements of ASTM F436.

Section 9-29.6 is supplemented with the following new section:

9-29.6(6) City of Tacoma Universal Pole

Unless otherwise specified, light standards and strain poles shall be in conformance with the following City of Tacoma standard design.

Decorative Pedestrian Pole shall be provided and installed by the Contractor as part of the Illumination System and shall be Ameron Victorian II Base Plate Style, #VBF-4.1, 13′-5” tall, 13” outer diameter, 3” top tenon, natural gray with anti-graffiti coating, ¾”x24”x4” anchor bolts, 16” bolt circle, 14” square base plate, 12,000 ft lbs moment, and weighs 400 lbs, unless otherwise shown in the Plans.

Each pole shall include the following:

1. One handhole at base end to include the handhole cover plate and positioned 90 degrees to the luminaire mast arm (traffic downstream side).
2. Anchor bolts shall be hot dipped galvanized steel with two (2) galvanized nuts and two (2) washers for each bolt.
3. One (1) grounding lug-hole in lip of handhole for 1/2-NC brass bolt.

9-29.10 Luminaires

The third paragraph is deleted
This section is supplemented with the following:

Unless otherwise shown in the plans all new luminaires shall be Light Emitting Diode (LED) fixtures conforming to these specifications.

Cobra-head style luminaires and other overhead fixtures, such as shoebox style fixtures, shall be provided with utility labels. Ornamental post top fixtures shall not have utility labels. Utility labels for LED fixtures shall be green and show actual total system wattage.

9-29.10(2) Decorative Luminaires

This section is replaced in its entirety with the following:

Decorative Pedestrian LED Luminaires shall be provided and installed by the Contractor as part of the Illumination System and shall be Holophane Granville Classic Standard LED3, #GVD3-P10-30K-MVOLT-CLF-GL3LU-BZ-ST-FC, 23-watt, 2,709 lumens, 120/277V, with Type III Lunar Optics, 3000K, 70 CRI, UL listed, bronze, and with utility label, unless otherwise shown in the Plans and meet the following requirements:

1. Applicable Standards:
   a. American National Standards Institute (ANSI) C78 and C136
   b. Electrical and Electronics Engineers (IEEE) C62
   c. Illuminating Engineering Society of North America (IESNA or IES)
   d. Underwriters Laboratories (UL)

2. General:
   a. Luminaire shall be UL Listed
   b. Luminaire shall be listed as a Qualified Product on one of the following lists:
      i. Energy Star
      ii. Design Lights Consortium
      iii. Lighting Design Lab
   c. Luminaire shall have an internal label per ANSI C136.22.

3. Luminaire Performance:
   a. Operating Temperature Range: 0 F to +105 F
   b. Correlated Color Temperature: (CCT)
      i. Residential- 3000K Nominal
   c. Calculated Lumen Maintenance Factor (LMF): 100,000 hours or more (L70 at 25°C/77°F) in accordance with IESNA TM-21 and IESNA LM-80
   d. Color Rendering Index (CRI): >70
   e. Light Distribution per IES Handbook: Best fit to meet design criteria
   f. Minimum Efficacy: 80 Lumens/Watt

4. Power Supply and Driver Performance:
   a. Input Voltage: Auto-sensing 120 to 277 VAC 50/60HZ
   b. Power factor: >0.90
   c. Drive current maximum of 1.0A
   d. Total harmonics distortion at full power at specified voltage: <20%
   e. Surge Suppression Protection 10kV Minimum (IEEE/ANSI C62.41.2)
   f. Replaceable surge module
   g. Interference FCC 47 CFR part 15/18, Class A
   h. Driver life >100,000 hours
5. Luminaire Housing and Door:
   a. The luminaire housing shall be cast or extruded aluminum. All hardware shall be stainless steel.
   b. Cast housing components shall have a bronze polyester powder coat finish. Extruded components shall be anodized. Finish shall meet the requirements of ANSI C57.31, latest revision.

6. Slipfitter and Vibration Resistance:
   a. Slipfitter shall be capable of accepting a 3” post top tenon (2-7/8” to 3-1/8” OD) with maximum allowable insertion length of 3”.

7. Ingress Protection:
   a. The luminaire components shall have minimum moisture rating as specified in IEC 60529.
   b. Internal Components: IP66
   c. Enclosure: IP55

8. Terminal and Grounding Block:
   a. Components shall be pre-wired to the terminal board requiring only supply power connections to clearly identified terminals.
   b. The terminal board shall be located so that there is adequate tool-less access to accommodate user wearing electrical gloves to connect the supply leads.

9. Manufacturer Warranty:
   a. Year Minimum including power driver and LED chips.

9-29.11 Control Equipment

9-29.11(2) Photoelectric Controls

*This section is revised to read:*

The photoelectric control shall be the twistlock type and the light sensitive element shall be a solid state photo diode. The control shall be designed to turn on at 2.6 foot-candles (+/- 20%) and turn off at 2.6 foot-candles (+/- 20%). The lighting control shall not drift by more than 1 percent over a 10-year period.

The output control relay shall be electro-mechanical. The time delay for both turn on and turn off shall be a minimum of one second and maximum of 5 seconds. The output relay shall be rated 1000 watts incandescent or 15 amps inductive load. The contacts shall be normally closed.

The lighting control shall have a built in metal oxide varistor (MOV) rated a minimum of 160 joules for lightning and transient protection. The control shall also have secondary zener diode and transient filter. The relay shall be suitable for operation on 240 volt, 60 hertz electrical circuits.

Dimensions shall conform to ANSI specifications for twistlock photocells.

9-29.12 Electrical Splice Materials
9-29.12(1) Illumination Circuit Splices

This section is revised to read:

Splices and taps shall be made with solderless crimp connectors on underground and overhead circuits to securely join the wires both mechanically and electrically. Splices shall be sealed in accordance with 8-20.3(8).

Thermoplastic Electrical Insulating Tape

Electrical tape shall be made by the same manufacturer and compatible with the electrical coating utilized to form a complete system that both insulates and protects the splice. Electrical tape shall be based on polyvinyl chloride (PVC) and/or its copolymers and have a rubber–based, pressure–sensitive adhesive. The tape shall have a voltage rating of 600V (UL510). The tape shall be 7 mils thick, and be UL Listed and marked per UL Standard 510 as “Flame Retardant, Cold and Weather Resistant.” The tape shall be resistant to abrasion, moisture, alkalies, acids, corrosion, and varying weather conditions, including ultraviolet exposure. The tape must be applicable at temperatures ranging from 0°F through 100°F (–18°C through 38°C) without loss of physical properties. The tape shall have an operating temperature up to 220°F (105°C). The tape shall be classified for use in outdoor environments. The tape shall be compatible with synthetic cable insulations, jackets and splicing compounds. The tape will remain stable and will not telescope more than 0.1 inches when maintained at temperatures below 120°F (50°C).

Moisture Resistant Electrical Coating

Electrical Coating shall be made by the same manufacturer and compatible with the vinyl electrical tape utilized to form a complete system that both insulates and protects the splice. Electrical Coating shall seal and bond the tape and be suitable for direct burial, direct water immersion, and above ground applications. Electrical coating shall be flexible when dry. Electrical coating shall consist of the solvents Acetone, Methyl Ethyl Ketone and Toluene and shall contain synthetic rubber and resin solids.

9-29.12(3) Splice Enclosures

This section is deleted.

9-29.12(4) Re-Enterable Splice Enclosure

This section is deleted.

9-29.24 Service Cabinets

This section is supplemented with the following:

Service cabinets shall be pole mounted, exterior NEMA 3R Rated with a bolt on HUB for top entry. Cabinet shall be a maximum 10 inches wide, 14 inches high, and 5 inches deep.

Load Center shall have between 100 and 150 Amps, with capacity for 6 spaces and 12 circuits, or 8 spaces and 16 circuits as required by Code.

Service panels shall be Square D – QO Series
9-29.24(2) Electrical Circuit Breakers and Contactors

The first paragraph is supplemented with the following:

Mercury relays shall not be accepted. Contactors shall be one of the following brands:
1. Square D
2. Siemens
3. Eaton/Cutler Hammer
4. Engineer Approved Equal

The second paragraph is deleted.

The third sentence of the third paragraph is deleted.

The third paragraph is supplemented with the following:

All service panel breakers shall be one of the following brands/series:
1. Square D – QO Series
2. Siemens – Type BL
3. Eaton/Cutler Hammer – Quick Lag Type BA
4. Engineer approved Equal

All surface mount breakers shall be one of the following Brands/Series:
1. Square D (Type QOU)
2. Siemens
3. Eaton/Cutler Hammer
4. General Electric
5. Engineer approved Equal

9-29.25 Amplifier, Transformer, and Terminal Cabinets

This section is supplemented with the following:

Terminal compartments may be incorporated into the signal standard as an alternative to providing a separate terminal cabinet attached to the pole. Terminal compartment should offer similar physical and electrical capacity as specified. Contractor shall provide submittals in accordance with the contract documents and obtain approval from the engineer for the alternate design prior to proceeding. Signal standards and terminal compartments shall meet all other structural, mechanical, electrical, and finish requirements as specified, and be suitable for the intended purpose.

END OF SECTION
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.
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.
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.

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 3/4" crushed surfacing top course.

REVIEWED BY
DCS
PUBLIC WORKS
NA
TACOMA POWER
GMS
ENVIRONMENTAL SERVICES
NA
TACOMA WATER

APPROVED FOR PUBLICATION
CITY ENGINEER
8/16/16
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 ¾" vertical lip at driveway entrance.

1/2 R
8"  3"
VAR. CURB
CEMENT CONCRETE PAVEMENT

TYPE "C" MOUNTABLE INTEGRAL CEMENT CONCRETE CURB

1/2 R
6"  3"
VAR. CURB
CEMENT CONCRETE PAVEMENT

TYPE "D" MOUNTABLE INTEGRAL CEMENT CONCRETE CURB

1" R
6"
1" MIN. OR AS DIRECTED BY ENGINEER
CEMENT CONCRETE PAVEMENT

HMA WEDGE CURB DOWNHILL SIDE OF FULL STREET WARP

1/2 R
6"  5 1/2"  1" R
CEMENT CONCRETE OR ASPHALT CONCRETE SIDEWALK, PATH, CURB RAMP, OR LANDING.

CEMENT CONCRETE PEDESTRIAN CURB

3/8" PREMOLDED JOINT FILLER WHEN ADJACENT TO CEMENT CONCRETE HARD SURFACE

CEMENT CONCRETE TRAFFIC CURB

6" PEDESTRIAN CURB PREFERRED (4" MIN.)

12" CURB

ASPHALT CONCRETE PAVEMENT VAR. DEPTH

HMA WEDGE CURB STANDARD

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 REVIEWED BY GMS
PUBLIC WORKS ENVIRONMENTAL SERVICES
NA NA
TACOMA POWER TACOMA WATER

APPROVED FOR PUBLICATION

CITY OF TACOMA CEMENT CONCRETE CURB AND GUTTER AND ASPHALT WEDGE CURB

CITY ENGINEER DATE

STANDARD PLAN NO. SU-03A
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 3/8" premolded joint filler.

7. All joints shall be cleaned and edged. External edges shall be ½" radius. Internal joints shall be ¾" 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 3 ¾" 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.

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APPROVED FOR PUBLICATION

CITY OF TACOMA

CEMENT CONCRETE SIDEWALK

STANDARD PLAN NO. SU-04

CITY ENGINEER

DATE

4/28/19
NOTES:

1. Sidewalks shall be designed and constructed in accordance with ADA standards for accessible design, 28 CFR, Part 35 and as supplemented by the public right of way accessibility guidelines (PROWAG). The 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 per Right-of-Way Restoration Policy.

3. Staking is required where no curb is present.

4. Combination walk shall be 7' min. on all commercial sites and arterial streets. Combination walk to the minimum of 5' on non arterial streets. Dimensions are back from curb to back of walk. See contract plans for width and placement of sidewalk.

5. All expansion joints shall be full depth with 3/8" premolded joint filler.

6. All joints shall be cleaned and edged. External edges shall be 1/2" radius. Internal joints shall be 1/4" radius.

7. Subgrade preparation shall meet APWA GSP 2-06.3(3) Subgrade for Permeable Pavements.

8. Permeable ballast shall meet APWA GSP 4-04.2 Gravel Base and 9-03.9(2).Opt1 Pavement Ballast.

9. All soft and yielding foundation material shall be removed and replaced with ballast per APWA GSP 4-04.2 Gravel Base and 9-03.9(2).Opt1 Permeable Ballast.

10. Geotextile fabric may be required between native soils or amended soils and permeable ballast per the recommendation of the geotechnical professional. Geotextile shall be per WSDOT 9.33.2(1), Tables 1 and 2, nonwoven, moderate survivability.

11. For sidewalks within the North Slope Historic District area use Standard Plan ND-NS03. See Standard Plan HD-NS01 for North Slope Historic District site map.

12. For plan view refer to City of Tacoma Standard Plan SU-04.

13. Sidewalk with planter strip may slope in either direction.

14. Planting strip soils shall be per BMP L613 (see Std. Plan GSI-01), if applicable; or scarify or till subgrade to 3 inch depth. Place 3-inches of topsoil on surface and till into 5-inches of site soil. Install 3-inches of arborist wood chip mulch or as specified on plans. Topsoil layer with a minimum organic matter content of 10% dry weight in planting beds, and 5% in turf areas, and a pH from 6.0 to 8.0 or matching the pH of the original undisturbed soil.

15. All disturbed areas not covered with hard surfaces shall be stabilized by planting or mulching.

16. Where needed, adjust ballast in planting strip to accommodate plants. Keep permeable ballast a minimum 2 feet from trunk of trees.

17. Where ballasted sidewalk is installed adjacent to permeable roadway, the permeable ballast may extend from the sidewalk to the roadway section. See Std. Plan SU-31b.

18. Refer to Std. Plan SU-32 for subgrade terracing, as applicable.
GENERAL NOTES:

1. Provide a separate directional curb ramp for each marked or unmarked crosswalk. Directional curb ramps are preferred over 45 degree ramps. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown on the Contract Plans. The curb ramp centerline shall be parallel to the direction of the crossing. Forty-five (45) degree curb ramps shall be installed only after approval by the City's ADA Coordinator or the Street Operations Division Manager.

2. Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush and perpendicular to the direction of travel. There shall be no vertical discontinuity between the base of curb ramp and gutter line.

3. Do not place grates, junction boxes, access covers, or other appurtenances in front of the curb ramp or on any part of the curb ramp or turning space. Placement on or in front of ramp flares is allowed.


5. A thickened edge shall be constructed to full depth of adjacent curb along entire curb radius.

6. For sidewalk and curb ramps within the North Slope Historical District area see North Slope Historic District Site Map, HD-NS01. Apply Lamp Black 1lb. per cubic yard of cement concrete or as required for discoloration in accordance with ASTM D209-81 Standard Specifications for Lamp Black pigment.

7. The running slope of a curb ramp shall not exceed 8.3% but does not require the ramp length to exceed 15 feet to avoid chancing the slope indefinitly when connecting to steep grades.

8. Curb ramp, turning space and flares shall receive a broom finish, see WSDOT Standard Specifications 8-14.

9. Return curbs, (pedestrian curbs), may only be used with landscaping or railing. Return curbs, (pedestrian curbs), shall not be used to prevent pedestrians from crossing streets.

10. All curb ramp designs shall be stamped by a Washington State licensed Professional Engineer. If meeting the current design standards is not possible, curb ramps shall be constructed to the maximum extent feasible as indicated by an Engineer's note on the stamped drawings. Rationale supporting the design variance shall be provided by the Engineer and shall include a description of the scope of work, the site-specific factors affecting compliance, and the measures implemented to improve compliance.

11. Pedestrian traffic should be aligned to the receiving curb ramp. The existing curb ramps shall be evaluated using criteria in the City's Curb Ramp Installation Matrix.

12. Consult the City's Curb Ramp Installation Matrix and the Right Of Way Restoration Policy for additional requirements.

13. Conduit for APS equipment shall be installed during curb ramp construction at all signalized intersections and at intersections where signalization is anticipated within the next 6 years. Coordinate with Public Works - Engineering, Traffic Section.

14. A Pedestrian Accessibility Control Plan shall be developed in conjunction with each project-specific Temporary Traffic Control Plan for all work in the ROW.

15. Pedestrian traffic shall NOT be directed behind the stop bar.

16. Curb ramp alignment should be consistent with crosswalk alignment

17. Curb ramp shall be 5' minimum in width.

18. Catch basins shall be located upstream of curb ramps outside of flare/wing for new construction or when performing storm sewer upgrades.

19. For constructability purposes, the City recommends designing to less than the maximum allowable slopes.
CURB RAMP/TURNING SPACE WIDTH 5'-0" MIN.
- SEE CONTRACT PLANS

3/8" EXPANSION JOINT (TYP.)
RAMP
SIDEWALK
FOR SIDEWALK WIDTHS, SEE STANDARD PLAN SU-04 AND CONTRACT PLANS, OR MATCH EXISTING (TYP.)
CURB AND GUTTER
FACE OF CURB, TAPER CURBING
CROSSWALK
PLAN VIEW

AS NEEDED, CEMENT CONCRETE PEDESTRIAN CURB CONSTRUCTED BEHIND WALK, HEIGHT VARIES, SEE NOTE 4

PEDESTRIAN CURB PERMITTED ADJACENT TO LANDSCAPING. IF RETURN CURB IS NEEDED AT OTHER LOCATIONS, RAILING MAY BE REQUIRED TO PREVENT CROSS TRAVEL
FLARE - A FLARE IS PREFERRED OVER A RETURN CURB.
DETECTABLE WARNING SURFACE, SEE STANDARD PLANS SU-5G
TURNING SPACE FLUSH WITH GUTTER

GRADE BREAKS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL (TYP.)

CEMENT CONCRETE PEDESTRIAN CURB, SEE NOTE 4

5'-0" MIN.
SEE CONTRACT PLANS OR MATCH NEAREST JOINT
VARIES
2.0% MAX.
4" (TYP.)
TURNING SPACE

DETECTABLE WARNING SURFACE, SEE STANDARD PLAN SU-05G
GRADE BREAK
COUNTER SLOPE 5.0% MAX.
GRADE BREAK
TOP OF ROADWAY
CURB & GUTTER, SEE NOTE 4
18" THICKENED EDGE, SEE NOTE 5

SIDEWALK

15'-0" MAX., SEE NOTE 7
GRADE BREAK
8.3% MAX.
2.0% MAX.
GRADE BREAK

5'-0"
SEE CONTRACT PLANS

CEMENT CONCRETE RETURN CURB, SEE NOTE 4
FLARE
PREferred

CITY OF TACOMA
PARALLEL CURB RAMP TYPE 'B'
STANDARD PLAN NO. SU-05E

NOTES:
See Standard Plan SU-05 for referenced notes

LEGEND
___ SCPE IN EITHER DIRECTION

DCS
PUBLIC WORKS
NA
TACOMA POWER

GMS
ENVIRONMENTAL SERVICES
NA
TACOMA WATER

APPROVED FOR PUBLICATION

CITY ENGINEER
8/16/16
DATE

8/16/16
NOTES:
1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares) or the turning area.
2. The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.
4. If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.
5. The Detectable Warning Pattern shall be installed using Vanguard ADA Systems, ADA Solutions, or Armor-Tile "Cast in Place Systems," manufactured by Engineering Plastics Inc., or approved equal. Concrete shall be blocked out as required for the installation of the Detectable Warning Pattern material.
6. The Detectable Warning Pattern area shall be yellow and shall match the color of Federal Standard 595a, color number 33538.
R303.2.2 PARALLEL CURB RAMPS

R303.2.2.1 RUNNING SLOPE
The running slope shall be 8° maximum but shall not require the ramp length to exceed 15.0 feet.

R303.2.2.2 CROSS SLOPE
The cross slope shall be 2% maximum.

R303.2.7 SURFACES
Surfaces of curb ramps, blended transitions, and landings shall comply with R210, GRAPIDS access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions and gutters within the pedestrian access route.

R303.2.2 DETECTABLE WARNINGS
Detectable Warning Surfaces complying with R204 shall be provided where a curb ramp, landing, or blended transition connects to a street.

R303.2.3 SIDE DETECTABLE WARNING SURFACES SHALL EXTEND 14 IN. MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP (EXCLUSIVE OF KRAERS), THE LANDING OR THE BLENDED TRANSITION.

R303.2.3 ALIGNMENT
The rows of projected domes in a detectable warning surface shall be aligned to be perpendicular or radial to the grade break between the ramp, landing, or blended transition and the street.

R303.4 GRADE BREAKS
Grade breaks at the top and bottom of perpendicular curbs ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet the grade breaks shall be flush.

R303.3.3 CROSSWALK
The cross slope at intersections shall be 2% maximum. The cross slope at mid-block crossings shall be permitted to be varied to meet street grade.

R303.3.4A ELEVATION
The elevation of the curb ramp surface shall be determined by the height of the curb at the point of transition to the equivalent street surface.

R303.4.3 LANDING
A landing 4 FEET minimum by 4.0 FEET minimum 5.5 FEET by 5.0 Feet 10x10x10 S dismissed shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space running and cross slopes at intersections shall be 2% maximum.

R303.2.2 REFERENCE TO PROWAG SECTION 205 DRAFT RULE (IDENTIFIED AS CURRENT BEST PRACTICE IN ACCESSIBLE PEDESTRIAN DESIGN UNDER FEDERAL AND STATE REGULATIONS)

TAPER CURB

FOR INFORMATIONAL PURPOSES ONLY
DO NOT INCLUDE IN CONTRACT SPECIFICATIONS

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

PROWAG GUIDELINES
TYPICAL PARALLEL CURB RAMP DESIGN STANDARDS

STANDARD PLAN NO.
SU-05J
NOTES

1. The clearance between the face of curb and any obstruction, except mail boxes, shall be a minimum of 1'-6" and shall be in accordance with applicable standards. The front of a mail box shall be 6" to 8" from the face of curb.

2. Sidewalk cafes, artwork, poles, mailboxes, vault lids, ramps, etc., may not reduce the width of the sidewalk to less than 5' for residential streets and 7' for arterial streets and commercial areas, excluding the curb width.

3. All obstructions shall meet requirements for cane detection. See City of Tacoma Design Manual Chapter 8.

4. The following criteria shall only be used in rare circumstance when an obstruction cannot be relocated and does not allow the minimum required sidewalk width:
   a) If the sidewalk is new or replaced and cannot meet the minimum clearance requirements due to an existing obstruction, then a maximum extent feasible (MEF) justification shall be included in the Plans. Rationale supporting the MEF shall be provided by the Engineer and shall include a description of the scope of work, the site-specific factors affecting compliance, and the measures implemented to improve compliance. The MEF shall be submitted and approved by the City of Tacoma Traffic Engineering Division and ADA Coordinator prior to requesting project bids or permit approval.
   b) When placing a new obstruction in an existing sidewalk and the minimum clearance requirements cannot be met, a MEF shall be submitted and approved by the City of Tacoma Traffic Engineering Division and ADA Coordinator prior to requesting project bids or permit approval.

5. See Tacoma's Design Manual Chapter 8, Pedestrian Facilities, for additional information on Pedestrian Access Routes (PARs).

6. Sidewalk taper around obstructions shall be 5:1. If a 5:1 taper cannot be achieved, then an MEF justification shall be included on the Plans for review and approval by City Staff. Sidewalk shall comply with SU-04.
NOTES:

1. 4"x4"x8' wooden posts shall be western red cedar or pressure treated wood.

2. Hardware for mounting signs shall be hot dipped galvanized 5/16" x 2" hex head lag screws. The washers shall be USS F/W 5/16" zinc.

3. The end-of-road marker shall be one of the following:
   - a marker consisting of nine red retroreflectors with a minimum 3" diameter, mounted symmetrically on a red diamond panel 24 in. on a side (OM4-1)
   - a retroreflective red diamond panel 24 in. on a side (OM4-3).

4. Provide minimum of four posts as shown.
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.
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.
NOTES:
1. Romac style "CB" sewer saddle or approved equal.
2. Core drill sewer main.
3. Portions of the City's sanitary sewer system have been lined. If a lined pipe is encountered during connection of the new side sewer, the Construction Division shall be contacted at (253) 591-5760 for further instructions.
4. Sewer laterals shall not extend beyond the interior wall of the sanitary sewer main.
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.
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.RGR.  CRUSHED ROCK GRADE
P.C....... POINT OF CURVATURE
P.T....... POINT OF TANGENCY
V.G....... VERTICAL CURVE
E.P....... EDGE OF PAVING

* DESIGNATES DISTANCE FROM GUARD STAKE TO GRADE OR LINE HUB. (OPTIONAL)

LINE & GRADE POINT

SLOPE STAKES

CURBS

ALLEY SLABS

WALKS

SIDE OR BACK

STAKES SHALL HAVE STATIONS ON BACK SIDE

LINE POINTS

GUTTER GRADE

GRADE POINTS

LINE & GRADE POINTS FOR WALKS - WHICHEVER SIDE IS STAKED

SEWERS

WALLS

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

CITY ENGINEER

12 JUN 2009

STANDARD PROCEDURE FOR MARKING CONSTRUCTION STAKES

STANDARD PLAN NO. SU-26

JAMES RYAN

DATE
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 3/4" 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.
<table>
<thead>
<tr>
<th>DEPTH</th>
<th>TESTING FREQUENCY</th>
</tr>
</thead>
<tbody>
<tr>
<td>SURFACE (BELOW HMA)</td>
<td>VERTICAL 1 TEST EVERY 150 LINEAR FEET OF TRENCH OR MINIMUM 2 PER TRENCH</td>
</tr>
<tr>
<td>1 TO 4 FEET (OR MIN 18 IN. ABOVE PIPE)</td>
<td>1 EVERY 12 INCHES</td>
</tr>
<tr>
<td>&gt; 4 FEET TO BOTTOM OF TRENCH</td>
<td>NO SPECIFIC REQUIREMENT - MAY BE REQUIRED BY COT INSPECTOR FOR VERIFICATION OF COMPACTION</td>
</tr>
</tbody>
</table>

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 COMPACTED 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/compact.
NOTES:

1. Surface mounting of sign posts, especially within traffic islands or medians, is only allowable with special authorization from the city's traffic engineering group. (Exception: Surface mounting of flexible post object markers within islands or medians is permitted).

2. If finished ground line is a hard surface, then compacted native backfill material shall be concrete with the top of foundation being smooth, dense, and uniform to finished ground line.

SIGN SUPPORT DETAIL
FOR STEEL SIGN POST

SIGN POST - 2" SQ.,
12-GAGE STEEL TUBE

DRIVE RIVET OR
CORNER BOLT WITH
NUT AND WASHERS -
TWO REQUIRED

SIGN BRACE -
WHEN REQUIRED

TOP OF LOWER
SQUARE TUBE

4"
MAX.

FINISHED
GROUND LINE
SEE NOTE 2

3'-6" 3'

4" 7" MIN.
SEE MUTCD

BOLT STOP FOR
SIGN POST

LOWER SIGN POST SUPPORT -
2½" SQ., 12-GAGE STEEL TUBE

COMPACTED NATIVE BACKFILL MATERIAL
OR ALLOWABLE ALTERNATIVE PER WSDOT
SPECIFICATIONS (9-03.9(3) OR 9-04.9(4))
ALSO SEE NOTE 2.

Ø12"
NOTES:
1. Barricades shall meet the design criteria of MUTCD section 6F.68 for a Type 3 barricade, except that the colors of the stripes shall be retroreflective (Type IV or better) white and retroreflective (Type IV or better) red.
2. Barricade section shall extend to limits of the roadway surface relying on the least number of posts while still providing equidistant spacing in accordance with the above detail.
3. Sign sheet shall be bolted to (or integral to) the cross member using 5/8-inch galvanized bolts with fender washers. Securing hardware shall not consist of or include nails, lag bolts, or screws.
4. Panel material shall be high density polyethylene (HDPE), or approved equivalent such as #2 or better Douglas Fir (Untreated).
36" DIA CEMENT CONCRETE COLLAR, 6" THICK. (REQUIRED IN ASPHALT PAVING ONLY)

1½" MIN

VALVE CHAMBER

VALVE

NOTES:
Class 3000 cement concrete shall be placed, 1 ½" min, below the finished pavement surface.

24-hours after placing the cement collar, HMA Class 3½" PG 64-22 shall be placed in accordance with Standard Plan SU-15.

If the valve chamber being adjusted belongs to Tacoma Water, the Contractor shall contact Tacoma Water, Operations, at 253-502-6742 for final inspection.
NOTE:
CLEARANCE REQUIREMENTS BETWEEN THE TOP OF WEATHERHEAD, OR ANY PART OF THE COMMUNICATION RISER ASSEMBLY, SHALL BE AS FOLLOWS:
SECONDARY—MINIMUM 40 INCHES TO LOWEST PART OF SECONDARY OR NEUTRAL.
PRIMARY—MINIMUM OF 10 FEET 2 INCHES.
STREETLIGHT MAST ARM—MINIMUM OF 20 INCHES.
DRIP LOOP TO STREETLIGHT—MINIMUM OF 12 INCHES.
NOTES:

1. Junction boxes shall be concrete and in conformance with WSDOT's Type 1 and 2 Locking Lid Standard Duty Junction Box. Box and lid will be load rated for traffic and shall have a nonskid surface. The lid shall be marked "TS", "LT", or other designation as called for on the proposal.
2. All junction boxes containing interconnect cable will be Type 2 or larger.
3. Boxes shall be set on a base of 6 inch crushed surfacing top course for drainage.
4. Metal lids will be grounded. Ground conductor shall be a minimum 24 inches long.
5. Care shall be taken to place junction boxes outside of areas heavily used by pedestrians, especially near crosswalks and corners.
6. Junction boxes shall not be placed in curb ramps or areas subject to vehicular traffic.
7. Adjacent junction boxes will be separated by a minimum of 3 inches.
8. Install pulling bells or bushings on conduit ends.

CONCRETE BORDER APPLICATION AND DIMENSION:

1. For junction boxes bordered by less than 12 inches wide of concrete or asphalt section, a concrete border is required.
2. Junction boxes located in asphalt will be secured on all sides with a minimum 12 inch wide by 6 inch deep concrete section.
3. Junction boxes located in concrete will be secured on all sides with a minimum 12 inch wide concrete section. The depth of the concrete shall meet the depth of the adjacent concrete. The concrete will be finished in the same manner as the adjacent concrete, where applicable.
4. Junction boxes located in a planter strip, landscaped area, or other non-hardened surface will be secured on all sides with a minimum 6 inch wide by 12 inch deep concrete section flush with the top of the junction box.
NOTES:

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

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

3. Typical stop line width is 16”.

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

5. Unless otherwise specified, all markings shall be Type A (liquid hot applied/extruded) thermoplastic per WSDOT Standard Specifications.
NOTES:
1. The contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. City inspection is required before striping and any associated sign installation begins.
2. Striping material is to be specified by the project. Type 1Y/W RPMs are omitted from plastic striping.
3. RPMs shall not be placed over longitudinal or transverse joint of the pavement surface.

Refer to the diagram for visual representation of the striping and markings instructions.
NOTE:
1. The contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. The City inspection is required before striping and any associated sign installation begins.
2. Striping material is to be specified by the project.
NOTES
1. Contractor will provide necessary control points to assist in preliminary spotting for pavement markings and associated signs.
2. When included in contract documents, Sharrows should be placed immediately after an intersection and spaced typically at intervals not greater than 250 feet thereafter.
3. When conditions support bicyclists occupying the full travel lane, the preferred placement of the Sharrow is within the center of the travel lane to minimize wheelpath wear.

TYPICAL SHARROW SYMBOL PLACEMENT WITH PARKING LANE

TYPICAL SHARROW SYMBOL PLACEMENT WITHOUT PARKING LANE

TYPICAL SHARROW SYMBOL DETAIL

1. Grid is 6"x6" squares.
2. All rounded corners have a 1" radius.

REVIEWS BY
GCM
PUBLIC WORKS
N/A
TACOMA POWER

APPROVED FOR PUBLICATION
CITY ENGINEER
DATE
9/8/10

CITY OF TACOMA
TYPICAL SHARROW DETAIL AND PLACEMENT GUIDELINES
STANDARD PLAN NO. CH-11
OPTION 1: Leave native vegetation and soil undisturbed, and protect from compaction during construction. Identify areas of the site that will not be stripped, logged, graded or driven on, and fence off those areas to prevent impacts during construction. If neither soils nor vegetation are disturbed, these areas do not require amendment.

See SWMM BMP L613 for additional information.
OPTION 2: Amend existing site topsoil, or subsoil, either at preapproved rate or at calculated rate based on tests of the soil and amendments. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

Scarification: Scarify or till subgrade to 8 inches depth (or to depth needed to achieve a total depth of 12 inches of uncompacted soil after calculated amount of amendment is added). Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained or where scarification would damage tree roots or as determined by the engineer.

A. Planting Beds
1. PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).
2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 10% organic content.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

B. Turf (Lawn) Areas
1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).
2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 5% organic content.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet of center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plan LS-08 and LS-09.

See SWMM BMP L613 for additional information.
OPTION 3: Stockpile existing topsoil during grading. Stockpile and cover soil with weed barrier material that sheds moisture yet allows air transmission, in approved location, prior to grading. Replace stockpiled topsoil prior to planting. Stockpiled topsoil shall be tested and amended if needed to meet the organic matter or depth requirements either at preapproved rate or calculated rate. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

Scarcification: If placed topsoil plus compost or other organic material will amount to less than 12 inches, scarify or till subgrade to depth needed to achieve 12 inches of loosened soil after topsoil and amendment are placed. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

A. Planting Beds

1. PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 10% organic content.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

B. Turf (Lawn) Areas

1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 5% organic content.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for more information.
OPTION 4: Import topsoil mix of sufficient organic content and depth to meet the requirements. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be restored as described below.

Scarification: scarify or till subgrade in two direction to 6 inches depth. Entire surface shall be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

<table>
<thead>
<tr>
<th>A. Planting Beds</th>
<th>B. Turf (Lawn) Areas</th>
</tr>
</thead>
<tbody>
<tr>
<td>Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.</td>
<td>Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.</td>
</tr>
<tr>
<td>Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3”-4” of organic mulch or stockpiled duff.</td>
<td>Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.</td>
</tr>
</tbody>
</table>

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for additional information.
### Notes

1. As acceptable alternatives to the rebar shown in the Precast Base Section, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the Alternative Precast Base Section. Wire mesh shall not be placed in the knockouts.

2. The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification Section 9-04.3.

3. The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).

4. The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.

5. The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper.

6. The opening shall be measured at the top of the Precast Base Section.

7. All pickup holes shall be grouted full after the basin has been placed.
NOTES
1. No steps are required when height is 4’ or less.
2. The bottom of the precast catch basin may be sloped to facilitate cleaning.
3. The rectangular frame and grate may be installed with the flange up or down. The frame may be cast into the adjustment section.
4. Knockouts shall have a wall thickness of 2” (in) minimum to 2.5” (in) maximum. Provide a 1.5” (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification Section 9-04.3.

<table>
<thead>
<tr>
<th>CATCH BASIN DIMENSIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>CATCH BASIN DIAMETER</td>
</tr>
<tr>
<td>48’</td>
</tr>
<tr>
<td>54’</td>
</tr>
<tr>
<td>60’</td>
</tr>
<tr>
<td>72’</td>
</tr>
<tr>
<td>84’</td>
</tr>
<tr>
<td>96’</td>
</tr>
<tr>
<td>120’</td>
</tr>
<tr>
<td>144’</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PIPE ALLOWANCES</th>
</tr>
</thead>
<tbody>
<tr>
<td>CATCH BASIN DIAMETER</td>
</tr>
<tr>
<td>CONCRETE</td>
</tr>
<tr>
<td>48’</td>
</tr>
<tr>
<td>54’</td>
</tr>
<tr>
<td>60’</td>
</tr>
<tr>
<td>72’</td>
</tr>
<tr>
<td>84’</td>
</tr>
<tr>
<td>96’</td>
</tr>
<tr>
<td>120’</td>
</tr>
<tr>
<td>144’</td>
</tr>
</tbody>
</table>

- Corrugated Polyethylene Storm Sewer Pipe (See Standard Specification Section 9-05.20)
- Steel Reinforcing (See Standard Specification Section 9-05.12(1))
- Current Concrete Pipe (See Standard Specification Section 9-05.12(2))
- Polypropylene Pipe (See Standard Specification Section 9-05.24)
TOTAL MARKING AREA = 10 SQ. FT.
WHITE = 1 SQ. FT.
BLUE = 9 SQ. FT.

DISABILITY PARKING SPACE SYMBOL
WITH OPTIONAL BLUE BACKGROUND

PARALLEL PARKING/LOADING SPACE
ACCESS AISLE STRIPING

NO PARKING
PASSENGER LOADING ZONE
SIGN
(REDDON WHITE)

(PASS DENGE TIMES MAY VARY
DEPENDING ON LOCATION)

DISABILITY PARKING STALL
SIGNS
(WHITE ON BLUE)

STANDARD PLAN NO. SU-36E
APPENDIX B

TRAFFIC CONTROL PLANS
1. TRAFFIC CONTROL ELEMENTS, SPACING, TAPERS, AND REQUIREMENTS OF TEMPORARY TRAFFIC CONTROL SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) PART 6 (LATEST EDITION WITH APPLICABLE AMENDMENTS/REVISIONS PER CHAPTER 46B-65 OF THE WAC, THE WSDOT STANDARD SPECIFICATIONS, AND THE CITY OF TACOMA TRAFFIC CONTROL HANDBOOK.

2. ANY PERMANENT TRAFFIC CONTROL ELEMENTS (E.G., SIGNING, STRIPING) THAT WOULD BE IN CONFLICT WITH THE TEMPORARY TRAFFIC CONTROL ELEMENTS SHALL BE COVERED OR REMOVED AND REPLACED WITH PRIOR APPROVAL OF THE CITY OF TACOMA.

3. PARKING RESTRICTIONS TO BE IMPLEMENTED THROUGH ADVANCE PLACEMENT (AT LEAST 72 HOURS) OF NO PARKING SIGNS WITH CLEARLY PRESENTED DATE/DURATION OF PARKING RESTRICTION.

4. PRIMARY OR ALTERNATIVE ACCESS (VEHICULAR AND PEDESTRIAN) TO AFFECTED PROPERTIES MUST BE MAINTAINED AT ALL TIMES PER SECTION 1-07.23 OF THE STANDARD SPECIFICATIONS.

5. CONTRACTOR SHALL INFORM AFFECTED BUSINESSES AND OTHER IDENTIFIED STAKEHOLDERS 2 WEEKS IN ADVANCE OF ON-STREET PARKING AND/OR ACCESS RESTRICTIONS IN PREPARATION FOR ESTABLISHING WORK ZONES.

6. STEADY BURNING WARNING LIGHTS (TYPE C PER MUTCD) SHALL BE USED TO DELINEATE CHANNELIZING DEVICES AT NIGHT AND IN LOW LIGHT CONDITIONS.
APPENDIX C

COMBINED STORMWATER SITE PLAN (SSP)
AND CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN REPORT SHORT FORM
Combined Stormwater Site Plan (SSP) and Construction Stormwater Pollution Prevention Plan Report Short Form

McKinley Overlook

Prepared For
City of Tacoma

Project Location
E 32nd St from E ‘E’ St to Dead End East

Stormwater Site Plan Prepared By

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Wang</td>
<td>City of Tacoma</td>
<td>2535915405</td>
<td><a href="mailto:bwang@cityoftacoma.org">bwang@cityoftacoma.org</a></td>
</tr>
</tbody>
</table>

Date Prepared
4/17/2024
Notes for Preparer:

When completing the Combined Stormwater Site Plan (SSP) and Construction Stormwater Pollution Prevention Plan Report Short Form provide all required information in the textbox forms under each section and delete any sections from the report and appendices that are not applicable to the proposed project. Further information and guidance on the information required can be found in the comment bubbles to the right of each section. Once the report has been completed delete all comment bubbles and grey highlighted instructions.

1. Project Information
   A. Project Contacts

   See Title Page for Stormwater Site Plan Development Team

   B. Property Owner

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Mailing Address</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>(Insert Name)</td>
<td>(Insert Address)</td>
<td>(Insert Phone Number)</td>
<td>(Insert Email Address)</td>
</tr>
</tbody>
</table>

   C. Applicant (if different than Property Owner)

<table>
<thead>
<tr>
<th>Name</th>
<th>Organization</th>
<th>Mailing Address</th>
<th>Contact Telephone Number</th>
<th>Email Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brian Wang</td>
<td>City of Tacoma</td>
<td>745 Market St,</td>
<td>2535915405</td>
<td><a href="mailto:bwang@cityoftacoma.org">bwang@cityoftacoma.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tacoma WA</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

   D. Associated Permits
   i) Associated City of Tacoma Permit Number(s)

   N/A

   ii) Other Federal, State, or Local Associated Permit Types and Numbers

   N.A

   E. Vesting
   i) City of Tacoma Stormwater Management Manual Edition Used

   2021 Stormwater Management Manual (SWMM)

   ii) If using a manual other than the most current version, provide vesting justification:

   (Insert Description of Vesting)
2. Project Overview

A. Provide a brief description of the proposed project.

This project is proposing to add a overlook with a viewpoint with connecting sidewalk, planting areas, traffic calming roadway width reduction, and illumination
3. Existing Project Site Conditions

A. Answer the following questions, provide additional description, and provide figures (if necessary) to describe the existing site conditions.

i) Describe in one or two sentences the existing project site use:
Existing site is primarily a roadway and roadway shoulder for vehicular use.

ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.
See Figure 1. Stormwater Runoff Patterns

iii) Answer the following questions to help describe the existing site conditions. If Answer is Yes, include an associated figure(s) that shows location. Answers must be based upon site reconnaissance and readily available mapping data. See SWMM – Volume 2, Chapter 3 for resources.

<table>
<thead>
<tr>
<th>Questions</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Are groundwater protection areas located on the project site or within 500 feet of the project site?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are wetlands and/or their buffers located on the project site or within 500 feet of the project site?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are steep slopes located on the project site or within 500 feet of the project site?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are floodplains located on the project site or within 500 feet of the project site?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are streams located on the project site or within 500 feet of the project site?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are creeks located on the project site or within 500 feet of the project site?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are ravines located on the project site or within 500 feet of the project site?</td>
<td>Yes</td>
</tr>
<tr>
<td>Are springs located on the project site or within 500 feet of the project site?</td>
<td>Yes</td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
</tr>
<tr>
<td>Are any other sensitive areas or critical areas located on the project site or within 500 feet of the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Are any structures located on the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Are any fuel tanks or other storage tanks (above or below-ground) located on the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Are any groundwater wells located on the project site or within 100 feet of the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Are any septic systems located on the project site or within 100 feet of the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Are any Superfund sites located on the project site or within 100 feet of the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Are any Flood Hazard Areas located on the project site or within 100 feet of the project site?</td>
<td>☒</td>
</tr>
<tr>
<td>Is the project located in the South Tacoma Groundwater Protection District?</td>
<td>☒</td>
</tr>
<tr>
<td>Are any public or private easements located on the project site?</td>
<td>☒</td>
</tr>
</tbody>
</table>
B. Existing Project Site Condition Basin Map

i. Provide an existing conditions basin map
   See Figure 2. Existing Project Site Condition Map
C. Downstream Flowpath

Provide a map showing the downstream flowpath from the project site to the Puget Sound – including all receiving waterbodies along the flowpath. Assume that stormwater does not infiltrate along the flowpath and will ultimately reach the Puget Sound.

See Figure 3. Downstream Flowpath
4. Proposed Project Site Conditions

A. Describe in words and provide figure(s) or drawing(s) that describe the proposed project site conditions.

i) Describe in one or two sentences the proposed project site use:
   See Figure 4. Proposed Site Conditions

ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.
   See Figure 1. Stormwater Runoff Patterns

iii) Provide a figure showing:
    • the proposed improvements (buildings, sidewalks, parking lots, utilities, etc.),
    • fuel tanks (above and below ground) that are proposed or will remain in place, proposed groundwater wells on the project site
    • proposed septic systems
    • proposed public and private easements
   See Figure 5. Proposed Plan

iv) Additional Information
    (Insert any additional description/information necessary to fully describe existing project site conditions)
5. Minimum Requirement Determination

A. Project Thresholds
Complete the following project threshold table. Onsite includes any work on the parcel or parcels of land associated with the project. Offsite includes any work within the City Right-of-Way.
<table>
<thead>
<tr>
<th>Surface Type</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Project Site Area (ft²)</td>
<td>13045</td>
</tr>
<tr>
<td>Total Site Area (ft²)</td>
<td>13045</td>
</tr>
<tr>
<td>Existing Hard Surface Area (ft²)</td>
<td>9465</td>
</tr>
<tr>
<td>Existing Native Vegetation Area (ft²)</td>
<td>3604</td>
</tr>
<tr>
<td>Existing Vegetation Area (ft²)</td>
<td>0</td>
</tr>
<tr>
<td>Existing Lawn/Landscaped Area (ft²)</td>
<td>0</td>
</tr>
<tr>
<td>Existing Pasture Area (ft²)</td>
<td>0</td>
</tr>
<tr>
<td>Existing Hard Surface Coverage (%)</td>
<td>0.72565351</td>
</tr>
<tr>
<td>New Pollution Generating Hard Surface Area (ft²)</td>
<td>205</td>
</tr>
<tr>
<td>New Non-Pollution Generating Hard Surface Area (ft²)</td>
<td>1312</td>
</tr>
<tr>
<td>Total New Hard Surface Area (ft²)</td>
<td>1517</td>
</tr>
<tr>
<td>Replaced Pollution Generating Hard Surface Area (ft²)</td>
<td>2878</td>
</tr>
<tr>
<td>Replaced Non-Pollution Generating Hard Surface Area (ft²)</td>
<td>4768</td>
</tr>
<tr>
<td>Total Replaced Hard Surface Area (ft²)</td>
<td>7646</td>
</tr>
<tr>
<td>Total of New Plus Replaced Hard Surface Area (ft²)</td>
<td>9163</td>
</tr>
<tr>
<td>Total of New Plus Replaced Pollution Generating Hard Surface Area (ft²)</td>
<td>3083</td>
</tr>
<tr>
<td>Amount of Vegetation Converted to Lawn/Landscaped Area (ft²)</td>
<td>0</td>
</tr>
<tr>
<td>Amount of Native Vegetation Converted to Pasture (ft²)</td>
<td>0</td>
</tr>
<tr>
<td>Total of New Plus Replaced Hard Surfaces and Converted Vegetation Areas (ft²)</td>
<td>9163</td>
</tr>
<tr>
<td>Total of New Hard Surfaces and Converted Vegetation Areas (ft²)</td>
<td>1517</td>
</tr>
<tr>
<td>Amount of Existing Hard Surface Converted to Vegetation (ft²)</td>
<td>1866</td>
</tr>
<tr>
<td>Amount of Native Vegetation to Remain (ft²)</td>
<td>0</td>
</tr>
<tr>
<td>Amount of Existing Vegetation to Remain (ft²)</td>
<td>2138</td>
</tr>
<tr>
<td>Amount of Existing Hard Surface to Remain (ft²)</td>
<td>7647</td>
</tr>
<tr>
<td>Amount of Existing Lawn/Landscaped to Remain (ft²)</td>
<td>0</td>
</tr>
<tr>
<td>Amount of Existing Pasture to Remain (ft²)</td>
<td>0</td>
</tr>
<tr>
<td>Amount of Land Disturbing Activity (ft²)</td>
<td>13045</td>
</tr>
<tr>
<td>Existing Hard Surfaces Compared to New Hard Surfaces (%)</td>
<td>16.02746962</td>
</tr>
</tbody>
</table>
B. Receiving Waterbody Table

<table>
<thead>
<tr>
<th>Receiving Waterbody Name</th>
<th>Type of Receiving Waterbody</th>
</tr>
</thead>
<tbody>
<tr>
<td>Puget Sound</td>
<td>Marine</td>
</tr>
</tbody>
</table>

C. Minimum Requirements Required

<table>
<thead>
<tr>
<th>Applicable Minimum Requirements</th>
<th>Applicable Surface Type Requiring Mitigation</th>
</tr>
</thead>
<tbody>
<tr>
<td>MR #1 - #5</td>
<td>New and Replaced Hard Surfaces and Converted Vegetation Areas</td>
</tr>
</tbody>
</table>

D. Flowcharts
For Road Related only Redevelopment projects, use this flowchart to determine Minimum Requirements.

- Do the new PLUS replaced hard surfaces total 2,000 square feet or greater?
  - Yes
  - Do the new hard surfaces total 5,000 square feet or more?
    - Yes
      - Project shall comply with Minimum Requirements #1-5 for new AND replaced hard surfaces and land disturbed.
      - Project shall additionally comply with MRs #6-9 for all new hard surfaces and converted vegetation areas.
    - No
      - Does the project have and disturbing activities of 7,000 square feet or greater?
        - Yes
          - Does the project convert 1/4 acre or more of vegetation to lawn and landscaped areas?
            - Yes
              - Project shall comply with Minimum Requirements #1-5.
            - No
              - Does the project convert 2.5 acres, or more, of native vegetation to pasture?
                - Yes
                  - Project shall comply with Minimum Requirements #1-9 for all new AND replaced hard surfaces and converted vegetation areas.
                - No
                  - Project shall comply with Minimum Requirements #2.
                      Note: applicant is not required to submit a SWPPP or TESC plan.

- No

Notes:

- Critical Area requirements, as outlined in TMC 13.11, are in addition to MR #8.
- Additional Protective Measures, Infrastructure Protection, is in addition to MRs and shall be evaluated for ALL PROJECTS.
- Cumulative Impacts apply Consider all site work since January 1, 2003
- See Glossary for term definitions
- Minimum Requirements may be applied to any project where the project scope includes a change of use.

Figure 1 - 3: Road-Related Redevelopment Flowchart
6. Discussion of Minimum Requirements

A. Minimum Requirement #1 – Preparation of a Stormwater Site Plan
This Stormwater Site Plan Report and the associated Site Plans and Building Permit Drawings (Insert name of associated Civil Plan Set or drawings) are being used to meet Minimum Requirement #1.

Description of Site Appropriate Development Principles

Where practicable, projects shall use the following site appropriate development principles. Put a checkmark next to the principles that will be used for the project. Project design is not required to be changed in order to accommodate site appropriate development principles, but where feasible, these principles must be used. If none of the site development principles are feasible, place a checkmark next to that box below.

☐ Minimization of land disturbance by fitting development to the natural terrain.
☒ Minimization of land disturbance by confining construction to the smallest area feasible and away from critical areas.
☐ Preservation of natural vegetation.
☐ Locating impervious surfaces over less permeable soils.
☐ Clustering buildings.
☒ Minimizing impervious surfaces.
☐ Site appropriate development principles are not practicable because of project design.

B. Minimum Requirement #2 – Construction Stormwater Pollution Prevention Plan
The Construction Stormwater Pollution Prevention Plan is available as a separate stand-alone document to be prepared by the Contractor.

C. Minimum Requirement #3 – Source Control

i. Description of Final Site Use

Final site is for pedestrian sidewalk and overlook, with some associated parking.

ii. Source Control BMPs

☒ For roadway projects, comply with all Source Control BMPs Applicable to All Sites (Volume 6, Chapter 1), BMP S135: Streets, BMP S136: Utility Corridors, BMP S137: Maintenance of Ditches and Culverts, and BMP S139: Stormwater System Maintenance, as applicable to the project. Also, any other BMPs as necessary shall be utilized depending upon the project extent.

S140: Dust Control; S143 Landscape Management
D. Minimum Requirement #4 – Preserving Drainage Patterns and Outfalls

ii. **Description of Drainage Patterns and Outfalls**

All boxes should be checked for this Minimum Requirement. If all boxes cannot be checked an Exception or Adjustment to the Minimum Requirement may be required per Volume 1 of the SWMM.

☒ The natural (or existing) drainage patterns are maintained to the maximum extent feasible.
☐ Discharges from the project site occur at the natural (or existing) location to the maximum extent feasible.
☐ Discharge from the project site will not cause adverse impacts to downstream receiving waters and downgradient properties.

E. Minimum Requirement #5 – Onsite Stormwater Management

i. **The List Approach**

This project will utilize The List Approach.

The List Approach requires applicants to complete a feasibility analysis of several BMPs. If those BMPs are considered feasible, they must be used. The types of BMPs that must be analyzed (and used when feasible) depends upon the receiving waterbody into which the project first discharges. If that first waterbody is saltwater (i.e. the Puget Sound) or the Puyallup River – the project is discharging into a flow control exempt waterbody. If the project stormwater discharges into any other receiving waterbody before reaching a saltwater body or the Puyallup River that project is not flow control exempt. Complete the table below for each surface type.

If a BMP is considered to be feasible it must be used. Include the applicable completed facility sizing sheet and show the location of the BMP on the plan set.

If a BMP is not considered to be feasible, insert infeasibility checklist below this table.

<table>
<thead>
<tr>
<th>Surface Type: Roofs</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NA – No Roofs are Proposed for this Project</strong></td>
</tr>
<tr>
<td><strong>Not Flow Control Exempt</strong></td>
</tr>
<tr>
<td>Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.</td>
</tr>
<tr>
<td>1. Choose One:</td>
</tr>
<tr>
<td>☐ BMP L614: Full Dispersion</td>
</tr>
<tr>
<td>or ☐ BMP L602: Downspout Full Infiltration</td>
</tr>
</tbody>
</table>

1. BMP L602: Downspout Full Infiltration
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ BMP L601: Rain Gardens or BMP L630: Bioretention</td>
<td>□ Yes ☐ No</td>
<td>□ Yes ☐ No</td>
<td>□ Yes ☐ No</td>
</tr>
</tbody>
</table>

### Surface Type: Other Hard Surfaces

<table>
<thead>
<tr>
<th>Not Flow Control Exempt</th>
<th>Flow Control Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.</td>
<td>Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.</td>
</tr>
<tr>
<td>Is BMP Feasible?</td>
<td>Is BMP Feasible?</td>
</tr>
<tr>
<td>1. BMP L614: Full Dispersion</td>
<td>□ Yes ☒ No</td>
</tr>
</tbody>
</table>

2. Choose One:
- ☐ BMP L633: Permeable Pavement, or
- BMP T1050: Compost-Amended Vegetated Filter Strip (CAVFS), or
- ☒ BMP L601: Rain Gardens, or
- ☐ BMP L630: Bioretention

3. Choose One:
- ☒ BMP L612: Sheet Flow Dispersion, or
- ☐ BMP L611: Concentrated Flow Dispersion

### Surface Type: Lawn/Landscaped Areas

- ☐ NA – No Disturbed Areas that will be Lawn/Landscaped in the Final Condition

<table>
<thead>
<tr>
<th>Not Flow Control Exempt</th>
<th>Flow Control Exempt</th>
</tr>
</thead>
<tbody>
<tr>
<td>Analyze the BMP below for feasibility. If the BMP is feasible it must be used.</td>
<td>Analyze the BMP below for feasibility. If the BMP is feasible it must be used.</td>
</tr>
<tr>
<td>Is BMP Feasible?</td>
<td>Is BMP Feasible?</td>
</tr>
<tr>
<td>BMP L613: Post-Construction Soil Quality and Depth</td>
<td>☒ Yes ☐ No</td>
</tr>
</tbody>
</table>
Other Hard Surfaces: No BMPs are considered feasible for hard surfaces on this project.

Lawn/Landscaped Areas: New planting areas will be filled with imported soil and mulch meeting the requirements of BMP L613. Other planting areas will be protected from disturbance.
## Surface Type: Roofs and Other Hard Surfaces

**BMP L614: Full Dispersion**

**City of Tacoma Permit Number: McKinley Overlook**

**Date Prepared: 4/17/2024**

<table>
<thead>
<tr>
<th></th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>For residential projects, is the ratio of the native vegetation area to the impervious area greater than 65% to 10%?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>For projects other than residential projects, has the proposed project retained 65% or greater of the native vegetation on the project site?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Is it possible to maintain a native vegetated flowpath of at least 100 feet from the discharge point of a hard surface to any property line, structure, stream, wetland, other infiltration or dispersion system, or impervious surface?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Is it possible to maintain a native vegetated flowpath of at least 25 feet from the discharge from cleared areas (non-native landscaping, lawn, and/or pasture) to any property line, structure, stream, wetland, other infiltration or dispersion system, or impervious surface?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>
Surface Type: Roofs or Other Hard Surface
BMP L601: Rain Garden
City of Tacoma Permit Number: McKinley Overlook
Date Prepared: 4/17/2024

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Can the rain garden be placed 10 feet or more from any building structure?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Can the rain garden be placed 5 feet or more from any other structure or property line?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Can the rain garden be placed 50 feet or more from the top of a steep slope (15% or greater)?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Can the rain garden be placed 10 feet or more from septic tanks and septic drainfields?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Has a Washington state licensed Professional Engineer or Professional Geologist evaluated the site and determined any of the following to be true? (An answer of yes means this BMP is infeasible.)</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

Please check the box next to those items that apply. Answer requires a report prepared by professional.

- Infiltration should not be used due to reasonable concerns about erosion, slope failure, or downgradient flooding. ☐
- The project is located in an area whose groundwater drains into an erosion hazard or landslide hazard area. ☐
- Infiltrating water would threaten existing below grade basements. ☐
- Infiltrating water would threaten shoreline structures such as bulkheads. ☐
- The only area available for siting the rain garden would threaten the safety or reliability of preexisting underground utilities, preexisting underground storage tanks, preexisting structures, or preexisting road or parking lot surfaces. ☐

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Can the rain garden be located such that there is a safe overflow pathway to the City stormwater system or a private stormwater system?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>Is the rain garden compatible with the surrounding drainage system (e.g., project drains to an existing stormwater system whose elevation precludes proper connection to a rain garden).</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Question</td>
<td>Yes</td>
<td>No</td>
<td>NA</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>-----</td>
<td>----</td>
<td>----</td>
</tr>
<tr>
<td>Can the rain garden be located outside of designated erosion or landslide</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>hazard areas?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the rain garden be located on slopes less than 8%?</td>
<td>☐</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Can the rain garden be located greater than 100 feet from an area known</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>to have deep soil contamination?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will infiltration increase or change the direction of the migration of</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>pollutants in the groundwater (an answer of yes means this BMP is</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>infeasible)? Answer requires a groundwater modeling report performed by a</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Washington State Licensed Professional Engineer or Professional Geologist.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are surface soils contaminated and proposed to remain in place? (An</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>answer of yes means this BMP is infeasible.) Answer requires a report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>from an appropriate licensed professional.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is this type of facility prohibited by an approved cleanup plan under the</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>state Model Toxics Control Act or Federal Superfund Law, or an</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>environmental covenant under Chapter 64.70 RCW? (An answer of yes means</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>this BMP is infeasible.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the rain garden be located greater than 100 feet of a closed or</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>active landfill?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the rain garden be located greater than 100 feet from drinking water</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>well or a spring used for drinking water supply?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Can the rain garden be located greater than 100 feet from an underground</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>storage tank whose capacity including tank and underground connecting</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>pipe is 1100 gallons or more?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Was the soil classified as having a measured native soil saturated</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>hydraulic conductivity of 0.3 in/hour or more? Answer requires a soils</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>report prepared by professional.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the depth from the lowest level of the rain garden soil or any</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>underlying gravel layer to the seasonal high groundwater table or other</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>impermeable layer equal to or greater than 1 foot? Answer requires a</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>soils report prepared by professional.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Will installing a rain garden cause conflicts with any of the following?</td>
<td>☐</td>
<td></td>
<td>☐</td>
</tr>
<tr>
<td>(An answer of yes means this BMP is infeasible.)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts</td>
<td>☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Public health and safety standards</td>
<td>☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way</td>
<td>☐</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Critical Area Preservation Ordinance</td>
<td>☐</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# City of Tacoma Stormwater Management Manual – Infeasibility Checklist

## Surface Type: Other Hard Surfaces
BMP L612: Sheet Flow Dispersion

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-9 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

<table>
<thead>
<tr>
<th>Question Number</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Can the sheet flow dispersions system be placed 10 feet or more from any building structure?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>2</td>
<td>Can the sheet flow dispersion system be placed 5 feet or more from any other structure or property line?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>3</td>
<td>Can the sheet flow dispersion system be placed 50 feet or more from the top of any slope 15% or greater?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>4</td>
<td>Can the sheet flow dispersion system be placed 50 feet or more from geologically hazardous areas?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>5</td>
<td>Can the sheet flow dispersion system maintain setback from Onsite Sewage Systems per WAC 246-272A-0210?</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

6. Is it possible to provide a vegetated flowpath width of 10 feet or greater for up to 20 feet of width of paved or impervious surface?

7. For paved or impervious surfaces widths 20 feet or greater, is it possible to provide a vegetated flowpath width of 20 feet or greater (additional 10 feet of width must be added for each increment of 20 feet or more in width)?

8. Will installing sheet flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (8a-8e).

8a. Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act
8b | Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts | ☐
8c | Public health and safety standards | ☐
8d | Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way | ☒
8e | Critical Area Preservation Ordinance | ☐
9 | Can the design standards in BMP L612 be met? | ☐ ☐ ☐
9a | Describe the design standard that cannot be met: | 

Questions #10 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).

10 | Will the use of sheet flow dispersion cause erosion or flooding problems onsite or an adjacent properties? (An answer of yes means this BMP is not feasible). | ☐ ☐ ☐

F. Minimum Requirement #6 – Stormwater Treatment
   i. Description of Compliance Need

Minimum Requirement #6 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than ¾ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

G. Minimum Requirement #7 – Flow Control
   i. Description of Compliance Need

Minimum Requirement #7 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than ¾ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

H. Minimum Requirement #8 – Wetlands Protection
   i. Description of Compliance Need

Minimum Requirement #8 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than ¾ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

I. Minimum Requirement #9 – Operation and Maintenance

Pick the statement or statements below that apply to this project.

☐ This project does not propose to install any permanent stormwater facilities. An Operation and Maintenance Manual is not required.

☐ The Operation and Maintenance Manual is available as a stand-alone document as part of the Permit submittal.
For facilities to be maintained by the City of Tacoma (facilities located in the City Right-of-Way designed to manage stormwater from the City Right-of-Way) include the following language: The City of Tacoma is responsible for creating and keeping an Operation and Maintenance Manual for all facilities to be maintained by the City of Tacoma.

J. Additional Protective Measure – Infrastructure Protection

i. Description of Compliance Need

A quantitative downstream analysis is not required because the project is not increasing the surface area contributing to the downstream system by 5,000 square feet or more and is not increasing the surface area converted from pervious to impervious contributing to the downstream system by 5,000 square feet or more.
7. Conveyance System Design – Collect and Convey

Onsite collection of stormwater and conveyance to the City of Tacoma stormwater system may be necessary if onsite stormwater management BMPs cannot fully infiltrate or disperse stormwater onsite. This may include conveyance to either the curb and gutter or wedge curb, if present, or a structure of the stormwater conveyance system. Connections directly to the pipes are not allowed. Stormwater runoff shall not be conveyed over driveways, sidewalks, or other areas reserved for pedestrian traffic.

All connections shall comply with Volume 5, Chapter 4 of the SWMM.

Connections to the curb and gutter or asphalt wedge curb shall comply with City of Tacoma Standard Plans SU-29 and SU-29a. The minimum pipe size for conveyance to the curb shall be 3” in diameter. Where capacity greater than 3” is required, storm main extension may be required.

Answer the following questions to determine if onsite collection of stormwater and conveyance to the curb is allowed. If any question has an answer of No, extension of the City stormwater system or onsite management is necessary. Extension of the City stormwater system requires a separate Work Order Permit.

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is a catch basin or other inlet to the conveyance system located within 350 feet downstream of the discharge location?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Can stormwater from the project site remain in the gutter line to the nearest stormwater inlet (ie, is there curb and gutter or asphalt wedge curb all the way to an inlet)?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>If that gutter line at least 3” tall all the way to the downstream inlet?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Can stormwater from the project site enter a stormwater inlet before the next downstream intersection?</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Can stormwater be discharged on the low side of a full warp street section?</td>
<td>✓</td>
<td></td>
</tr>
</tbody>
</table>
A. FIGURE 1 – STORMWATER RUNOFF PATTERNS
B. FIGURE 2 – EXISTING SITE CONDITIONS MAP
C. FIGURE 3 – DOWNSTREAM FLOWPATH
D. FIGURE 4 – PROPOSED SITE CONDITIONS
E. FIGURE 5 – PROPOSED PLAN
PART III

CITY OF TACOMA

EQUITY IN CONTRACTING PROGRAM
CITY OF TACOMA EQUITY IN CONTRACTING (EIC) PROGRAM

Bidders Special Instructions

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

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](https://www.cityoftacoma.org/government/city-info/Pages/default.aspx).

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](https://www.wombe.com/)). 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
EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

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

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

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

<table>
<thead>
<tr>
<th>Column A. Certified Business Name</th>
<th>Column B. Business Cert. Type</th>
<th>Column C. Bid Item(s) Number(s) performed by the Certified Business(es)</th>
<th>Column D. Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>MBE</td>
<td>WBE</td>
<td>SBE/DBE</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
<tr>
<td>What is the Certified Firm Project Role: Subcontractor ☐ Material Supplier (20%) ☐</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

Example of a COMPLETED EIC UTILIZATION FORM

<table>
<thead>
<tr>
<th>Initial Information:</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidder Name:</td>
<td>ABC Construction, Inc.</td>
<td></td>
</tr>
<tr>
<td>2. Project Title:</td>
<td>Downtown Restoration and Street Maintenance Project</td>
<td></td>
</tr>
<tr>
<td>3. SPEC #:</td>
<td>PW23-0011F</td>
<td></td>
</tr>
<tr>
<td>4. Base Bid – No Sales Tax (Must match Bid Proposal amount)</td>
<td>$359,670.00</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column A. Certified Business Name</th>
<th>Column B. Business Cert. Type</th>
<th>Column C. Bid Item(s) Number(s) performed by the Certified Business(es)</th>
<th>Column D. Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Traffic ABC</td>
<td>☒</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below: Beth Bell – (253) 555-3333</td>
<td>☒</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Survey 101, Inc.</td>
<td>☒</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below: John Doe – (253) 111-2233</td>
<td>☒</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>Hello Manufacturer</td>
<td>☒</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Representative Name &amp; Contact # below: Sam Jam – (253) 555-7899</td>
<td>☒</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>Representitive Name &amp; Contact # below:</td>
<td>☐</td>
<td>☐</td>
<td>☐</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column A. Certified Business Name</th>
<th>Column B. Business Cert. Type</th>
<th>Column C. Bid Item(s) Number(s) performed by the Certified Business(es)</th>
<th>Column D. Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid Item #4- Pedestrian Traffic Control</td>
<td>☒</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>What is the Certified Firm Project Role? Subcontractor ☒ Material Supplier (20%) ☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Item #1 – Roadway Surveying</td>
<td>☒</td>
<td>☒</td>
<td>☐</td>
</tr>
<tr>
<td>What is the Certified Firm Project Role? Subcontractor ☒ Material Supplier (20%) ☐</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Bid Item #66- Green Durable Product</td>
<td>☒</td>
<td>☐</td>
<td>☒</td>
</tr>
<tr>
<td>What is the Certified Firm Project Role? Subcontractor ☐ Material Supplier (20%) ☒</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package

Community & Economic Development - Office of Equity in Contracting - 747 Market Street, Rm 900, Tacoma WA 98402 EICoffice@cityoftacoma.org
CCD/EIC/FORMS revised November 2023 - Call the EIC Office at (253) 591-5630 for additional information
INSTRUCTIONS TO BIDDERS FOR COMPLETING THE EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

Complete Initial Information Section:

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

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

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

**Complete Column “C”:** Specify the role of each listed Certified Business by checking Subcontractor or Material Supplier. **Note:** Each role counts differently towards EIC Utilization Requirements.

- Subcontractor: 100% of subcontract amount counts towards the EIC Utilization Requirement
- Material Supplier: 20% of supply expenditure amount counts towards the EIC Utilization Requirement

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

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

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

ADDITIONAL IMPORTANT INSTRUCTIONS:

- Bidders must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form. EIC staff will contact all listed Certified Businesses to verify that they have been contacted by Bidder regarding participation and subcontract amounts prior to being listed on this form. If the listed Certified Businesses have not been contacted prior to being listed on this form, Bidders will be deemed non-responsive.
- Include the completed EIC Utilization form with bid submittal. Incomplete, incorrect, or missing forms will render a bid nonresponsive.
- If awarded the Contract from the Specification bidders must execute subcontracts or supply agreements with Certified Businesses listed on the EIC Utilization Form. Failure to enter into an agreement with the Certified Businesses listed in Column A for at least the corresponding dollar amount listed in Column D, may result in penalties authorized by the Tacoma Municipal Code (TMC) 1.07.110.
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 Chapter1.06 TMC and in Purchasing Policy and Procedures.

“Supplies” means materials, supplies, and other products that are procured and contracted for by the City.

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

“Undue hardship” means an action that places a significant burden on a business.

“Waiver”, with regards to the Post-Bid EIC Waiver Process, means a discretionary decision made by the City after Bids are received that EIC Requirements, in whole or in part, will not be applied to a Contract or Contracts.

IV. Exemptions or Exceptions to EIC Program Requirements

A. Contracts that are not competitively solicited by the City of Tacoma.

No EIC Requirements will apply to contracts awarded in the manners listed below. These contracts are exempt from EIC Requirements, and no Exception Request is needed to be completed:

1. Emergency (TMC 1.06.257.C). Situations where breakage or loss of equipment has or is about to interrupt necessary services, where public health or safety may be jeopardized, or when required by regulatory agency, or state law. If the supplies, services, or public works must be provided with such immediacy that neither the City nor the contractor can comply with the EIC Requirements, none will be applied. Such emergency will be deemed
documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. **Sole Source** (TMC 1.06.257.A and 1.06.258). If the supplies, services, or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the Department or Division awarding the Contract. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegatee and for Contracts where the estimated cost is over $500,000 (excluding sales tax) by the approval of the Contracts and Awards (C&A) Board.

3. **Not Practicable to Bid** (TMC 1.06.257.B). An immediate and important need for proposed construction, installation, repair, materials, supplies, equipment, or services where the delay that would result from following competitive solicitation process would cause financial loss to the City or an interruption of vital services to the public. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegatee and for Contracts where the estimated cost is over $500,000 (excluding sales tax) by the approval of the C&A Board.

4. **Direct Solicitation and Negotiation** (1.06.256.B). Contracts for Professional or Personal Services, excluding architectural and engineering services. When City Manager or Director of Utilities or their delegates determine use of direct solicitation and negotiation process to be in the best interests of the City no EIC requirements will be applied to the resulting contract.

5. **Government or Cooperative Purchasing.**
The Contract is the result of a federal, state, or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is in accordance with TMC Chapter 1.06 and Purchasing Policy and Procedures.

**B. Lack of Certified Businesses**

If it is determined there are an insufficient number of Certified Businesses to perform the work scopes listed in the Contract, no EIC Requirement will be applied. The process for requesting and approving an exception for lack of Certified Businesses is as follows:

1. If after Program review of a project using the established EIC Requirement setting methodology, it is determined by EIC Staff that there will be an insufficient number (3 or less) of Certified Business available to meet the requirement, EIC Staff sends an Exception Request to EIC Manager for review and approval.
2. If, after EIC Staff has set EIC Requirements on a project, the Project Delivery Team determines that additional information justifies an exception for lack of Certified Business, the Project Delivery Team sends an Exception Request via email to the EIC Team who will then forward it to the EIC Program Manager with necessary project background information for final review and approval.

C. Public Works and Improvement Projects with a Value of $150,000 or Less

EIC Requirements will not be set on public works and improvement projects with an engineer’s estimate value of $150,000 or less. However, EIC Staff will collaborate with the Project Delivery Team to proactively outreach to Certified Businesses and provide technical assistance to encourage participation.

D. Documentation of Granted Exceptions

All exceptions must be documented in the Program’s reporting and goal spreadsheet database. Analysis will be done by the EIC Manager to understand what measures the City can take to ensure that exceptions to the EIC Requirements occur only when necessary.

V. EIC Requirements for Contracts for Public Work

All City contracts for Public Work – except for projects with an engineer’s estimate value of $150,000 or less – are subject to EIC Requirements. In no case will EIC Requirements exceed a total of 20 percent (20%) of the Engineer’s estimate. If a contract is federally funded, any federal program supersedes the Equity in Contracting Program and these regulations.

A. EIC Pre-Award Process

1. EIC Contract Requirements Set
Using the EIC Requirements Setting Methodology contained in Appendix No. 1 to these Regulations, EIC Staff will set requirements for the use of Certified Businesses using two potential options.

Option 1: EIC Staff applies three (3) separate requirements (MBE, WBE, SBE) in accordance with the EIC Requirements Setting Methodology. Each stated Requirement must be fulfilled by using the specified category of Certified Business.
Option 2: If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement. The overall EIC Requirement is the sum of the 3 separate requirements initially established as a result of using the EIC Requirement Setting Methodology. Under Option 2 Bidders can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement.

Staff guidance for determining if an overall EIC Requirement Option 2 is appropriate can be found in Appendix No. 2 to these Regulations.

After utilizing Option 1 or Option 2 to set the EIC Requirements, EIC staff will send an EIC Memo to the Project Delivery Team informing of the EIC Requirements for the project.

B. EIC Bid Review Process

Contracts for Public Work must be awarded to the lowest responsive and responsible Bidder. EIC Program Staff conducts a review of Submittals for EIC compliance.

1. Review for Bidder Responsiveness

i. Bids must list Certified Businesses. If a listed business is not certified with OMWBE as of the date of bid opening the bid will be recommended to be rejected as non-responsive.

ii. All sections of the EIC Utilization form located in Appendix No. 3 to these Regulations must be completed according to the stated instructions and the properly completed form must be included with bid submittal.

iii. Submittals that do not include a properly completed EIC Utilization form will be recommended by EIC Staff to be rejected as non-responsive bids. To be considered “completed”, the required forms must be filled out with all the information required to be provided. No fields should be left incomplete or designated N/A or otherwise lacking a required response. EIC Staff reserves the right to make minor non-material corrections to the form, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

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

v. Bidder must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form and prior to bid submittal. EIC Staff will contact all listed Certified Businesses. If a listed Certified Business has not been contacted by the Bidder prior to being listed, the bid will be rejected as non-responsive.
2. Review for Bidder Responsibility

i. The EIC Utilization Form must demonstrate that the bidder has obtained enough EIC participation to meet or exceed the EIC Requirements for that contract. Submittals that do not meet or exceed the stated requirements will be recommended to be rejected as non-responsible bids.

3. Self-Performing Bidders

Bidders who are themselves Certified Businesses can meet the EIC requirements by self-performance. When a Certified Business is the prime bidder, an adjustment may be made to the EIC Requirements. In such cases, the self-performing Certified Business can be found to be a responsible bidder even if the bid did not satisfy all three stated EIC Requirements (SBE, MBE and WBE). For example, if a bidder is certified as an MBE and an SBE, the WBE Requirements may be deemed waived since the Contractor’s self-performance as an MBE and an SBE achieves the total Requirement.

4. EIC Recommendation

i. If the apparent low bidder is deemed non-responsive or non-responsible, EIC Staff will review the next lowest bidder’s submittal.

ii. Once EIC Staff has reviewed the EIC portion of the submittal, a bid review memo is sent to the Project Delivery Team to notify them of the status of the apparent low bidder and will include any recommendation to reject submittals as non-responsive or non-responsible.

VI. Post-Bid EIC Waiver Requests Process

Per TMC 1.07.060 (C), if, after receipt of submittals but prior to Contract award, it is determined that due to unforeseen circumstances (which may be demonstrated by bidder(s) failure to meet the stated Requirements) waiver of the stated EIC Requirements in whole or in part for the project is in the best interest of the City, the Director or Superintendent of the Project Delivery Team may request the stated EIC Requirements be waived in full or in part.

The waiver request must be made using the EIC Waiver Request Form shown in Appendix No. 4 to these Regulations and initiated by the applicable Director or Superintendent of the Project Delivery Team. The form is then forwarded to the Procurement and Payables Division Manager for review and signature,
followed by the City Manager or the Director of Utilities for review and signature. EIC Staff notifies the Project Team of the decision made.

If the Waiver Request is approved by the City Manager or Utilities Director, any new EIC Requirements will be equal to the EIC Utilization percentage listed on the successful bidder’s EIC Utilization form (which could be zero).

If the Waiver Request is not approved by the City Manager or Utilities Director, the Project Delivery Team must re-bid the project or award to the next lowest bidder who has satisfied the stated EIC Requirements.

In all instances where a Waiver is approved by the City Manager or Utilities Director, analysis will be done by the EIC Manager to understand what measures the City can take to ensure that waivers of the EIC requirements are granted only when absolutely necessary.

### VII. EIC Contract Monitoring and Compliance

All contracts will be monitored by the Program to ensure compliance with the stated EIC Requirements throughout the term of the Contract including as follows:

#### A. Coordination between Project Delivery Team and Program

During the term of the contract, the Project Delivery Team will include EIC Staff in the pre-bid, pre-construction, and progress meetings. Additionally, the Project Delivery Staff will send Contract & Award (C&A) Letters, Notice to Proceed and Notice of Physical Completion to EIC Staff.

#### B. Utilization of B2Gnow System

1. Once EIC Staff receives the Notice to Proceed, the Project is created in B2Gnow.
2. Once the Project has been created in B2Gnow by EIC Staff, a letter is automatically sent from B2Gnow to the Contractor and all Certified Businesses included in the project to notify them of the new project and what is expected of them in the B2Gnow System.
3. Contractors must utilize B2Gnow by entering their monthly payment reports in the system. EIC Staff tracks EIC utilization by ensuring all payment reports are entered monthly by the Project Delivery Team and the Contractor and payments are confirmed by the Subcontractors.
C. B2Gnow Monitoring

1. Prompt Payment
   For the full lifecycle of the project, on a monthly basis, EIC Staff must ensure the following actions have occurred in the B2Gnow system:
   a. The Department/Division in charge of the contract has entered payment submitted to the Contractor.
   b. The Contractor has entered payments submitted to all Certified Businesses.
   c. The Certified Businesses have confirmed prompt receipt of payments from the Contractor for work performed. In compliance with the WA State Legislature Revised Code of WA (RCW) 39.04.250 (1) *, EIC Staff will verify that subcontractors are paid no later than 10 days after the Prime receives payment from the City of Tacoma Department/Division in charge of the contract.

   *RCW 39.04.250 (1) “When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after the receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor’s interest therein.

2. If the above actions have not taken place or if there are any discrepancies in the system, EIC Staff will reach out to the parties involved via a notice generated from the B2Gnow System, via email or via phone call to address any discrepancies. Any notes related to the projects will be entered in the B2Gnow system.

3. For support using B2GNow, please contact EIC Staff at (253) 591-5826 or email at EICoffice@cityoftacoma.org.

D. Contractor Request for Certified Business Termination and Substitution

A Contractor’s noncompliance by failure to utilize a Certified Business required by the Contract can be excused if Contractor has properly requested to terminate, reduce, or substitute the participation of a Certified Business on an awarded Contract and such request has been approved by the EIC Program consistent with TMC 1.07.080 A. The process for termination and substitution request and approval is initiated by the Contractor following the instructions outlined in the EIC Certified Business Termination and Substitution Form located in Appendix No. 5 to these Regulations.

Upon receipt of the completed EIC Certified Business Termination and Substitution Form, the Project Delivery Team will forward the request to EIC Staff along with supporting documentation received from the Contractor.
1. **EIC Staff will proceed with the following steps:**
   a. Review the request, including any response or objection from the Certified Business, to determine if the grounds for termination (or substitution) contained in TMC 1.07.080 A 1 (Certified Business refusal to execute necessary agreements with Contractor, Certified Business defaults on agreements with Contractor or other reasonable excuse) and the process required by these Regulations have been satisfied. EIC staff review will utilize the criteria for reasonable excuse contained in these Regulations.

   b. Contact the Certified Business(es) proposed to be terminated as well as the Certified Business(es) proposed to be substituted.

   c. If Contractor has indicated on the Certified Business Termination and Substitution Form that it does not have a substitution plan, EIC staff will review the Contractor’s explanation for not proposing a substitute Certified Business according to the criteria in TMC 1.07.080 A 2. Where it is shown by Contractor that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the Contractor, EIC staff will approve substitution with a non-Certified Business; provided, that, the substitution does not increase the dollar amount of the bid.

   d. If EIC staff determines that the process has been followed and that one or more of the grounds in TMC 1.07.080 have been satisfied to allow termination and substitution, the Contractor will be notified of the approval.

   e. Contractor has 3 business days of receipt of the approved termination request to confirm to EIC Staff that it has substituted with another Certified Business, or with a non-Certified Business if the EIC Program has approved.

If the Termination and Substitution Request submitted by the Contractor is denied, the Contractor must utilize the Certified Business on the project as initially listed on the EIC Utilization form or be found in noncompliance.

2. **Reasonable justifications for Termination**
   For purpose of the EIC Program, reasonable justifications for termination are included in this list below but not limited to:

   a. The listed Certified Business refuses or fails to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that reasonable excuse does not exist if the failure of the Certified Business to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.

   b. Failure or refusal of the Certified Business to perform work for reasons other than contract term or pricing disputes.
c. The listed Certified Business fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements.
d. The listed Certified Business is ineligible to work on City of Tacoma projects because of suspension or debarment.
e. The listed Certified Business voluntarily withdraws from the project and provides The City of Tacoma written notice of its withdrawal.
f. Death or disability of the principal of the Certified Business rendering it unable to perform the work.
g. Dissolution of the Certified Business.
h. A change in scope of the contract requested by the City which removes the work scope for the Certified Business from the project.
i. The Certified Business does not execute an offered contract that reflects the terms and pricing agreed upon as a condition of participation in the project. The Contractor must provide evidence that the Certified Business failed to execute a contract offered which reflected such agreements, after the Certified Business was given adequate time to execute the offered contract.

3. Decertification

When a Certified Business is “decertified” by OMWBE the participation of that Certified Business shall continue to count as EIC participation so long as the subcontract with the Certified Business was executed prior to the effective date of decertification.

If the Certified Business did not have an executed contract with the Contractor at effective date of decertification, the Contractor must demonstrate to the satisfaction of the Project Delivery team and to the EIC Program that it has substituted a different Certified Business.
VIII. NON-COMPLIANCE: FINDING OF VIOLATION AND PENALTIES

A. Circumstances for finding a Contractor in Violation

The following circumstances, if found by the EIC Program Manager, are grounds for a determination by the Community and Economic Development Department (CEDD) Director of Contractor violation and a recommendation by the CED Director to the City Manager or the Director of Utilities that a penalty be imposed consistent with TMC 1.07.010:

1. A Contractor’s failure to utilize a Certified Business required by an awarded Contract (unless the Certified Business participation is properly terminated or substituted by application of the process contained in these Regulations) for at least the corresponding dollar amount listed on the submitted EIC Utilization Form.

2. A Contractor’s failure to utilize the B2Gnow system in the manner required by these Regulations. Before a violation will be found for Contractor’s failure to utilize B2Gnow the following process steps will be taken:
   a. If a Contractor does not report payment in the B2Gnow system within the first 2 months of the start of the project, EIC Staff will give the Contractor a verbal notice, followed by an email offering assistance with B2Gnow if needed.
   b. If in the third month following the start of the project Contractor still does not report payment in the B2Gnow system EIC Staff will send a second notice via email with a copy to the Project Delivery Team.
   c. If the Contractor has failed to report payment in the B2Gnow system within 14 days of the second notice, a third notice will be sent with a copy to the Project Delivery Team.
   d. If after three notices, Contractor fails to report payment in the B2Gnow system, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

3. A Contractor’s failure to pay their subcontractor within 10 days after receipt of payment per RCW 39.04.250 (1)
   i. If a contractor fails to pay their subcontractor within 10 days, EIC Staff will send 3 notices (via email).
ii. If after three notices Contractor fails to pay their subcontractor, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

B. Contractor Non-Compliance, Finding of Violation and Enforcement

If the EIC Program Manager, in collaboration with the Project Delivery Team, determines a Contractor is non-compliant with the EIC Requirements of the Contract or any other requirements contained in TMC Chapter 1.07 or these Regulations and therefore in violation of the EIC Program requirements, the following process for enforcement will be followed:

1. EIC Staff will send a Notice of Violation to the Contractor via USPS Certified Mail®, with a courtesy copy sent to Contractor via email and with a copy to the Project Delivery Team. The Notice of Violation will specify the non-compliance that is the basis for the finding of violation and will state the City’s intent to exercise all applicable remedies, including penalties authorized by TMC 1.07.110.

2. The Notice of Violation will specify that the Contractor can appeal the finding of Violation to the Hearing Examiner pursuant to Chapter 1.23 TMC and will state that, unless appealed or remedied, each specified violation becomes final on the 10th business day from the day the Notice has been received by the Contractor.

3. The Notice of Violation will inform the Contractor that the Violation may be remedied, and no penalty will be sought, if, within 10 business days of the date of the Notice of Violation, the Contractor achieves compliance or submits a plan to achieve compliance and receives EIC Staff approval of the plan. A document for guidance on how to achieve compliance can be located in Appendix No. 6 to these Regulations.

4. Compliance plans shall be submitted to EIC Staff and reviewed by EIC Staff and the Project Delivery Team. EIC Staff will recommend valid compliance plans to the CEDD Director for approval.

5. If the Contractor does not respond to the notice by achieving compliance or by appealing the violation within 10 days or if Contractor’s timely submitted compliance plan is not approved, the EIC Program Manager in collaboration with the CEDD Director and the Project Delivery Team will request the City Manager or Director of Utilities to impose one or more of the following penalties contained in TMC 1.07.110 A.

   a. Publish notice of the contractor’s noncompliance on the City of Tacoma Equity in Contracting webpage.
   b. Cancel, terminate, or suspend the contractor’s contract, or portion thereof.
   c. Withhold funds due contractor until compliance is achieved; and/or
d. Disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC.
e. Other appropriate recommended penalty

6. Approval of City Manager or Director of Utilities to Impose Penalties

a. The EIC Program Manager and CEDD Director will utilize the Prime Contractor Sanction Request Form found in Appendix No. 6 to these Regulations to inform the City Manager or the Director of Utilities that a Notice of Violation has become final (not appealed, not remedied by compliance or an approved compliance plan) and request the City Manager or Director of Utilities to approve the recommended penalty authorized by TMC 1.07.110 and/or to impose any different or additional appropriate penalty.
b. If the request for penalty is approved, the EIC Staff will notify the Contractor and the Project Delivery Team of the imposition of the penalty by sending the Prime Contractor Notice of Violation form contained in Appendix No. 7 to these Regulations to the Contractor by US Mail and with a courtesy copy sent by email. The Notice of Penalty form will inform the Contractor that the stated penalty becomes effective on the tenth business day following receipt of the Notice of Penalty unless Contractor appeals the penalty to the Hearing Examiner pursuant to Chapter 1.23 TMC or achieves compliance.

7. Publication of Contractor’s Non-Compliance

If the penalty of publication of notice of Contractor’s noncompliance (TMC 1.07.110 A 2) is imposed, the non-compliant Contractor’s firm name and the nature of the violation will be posted on the City of Tacoma Equity in Contracting Program website [Equity in Contracting – City of Tacoma](#).

8. Cancellation of Penalty upon approved Contractor’s Correction of Violation

a. A Contractor has 10 business days from receipt of a Notice of Penalty to achieve compliance or submit a plan to achieve compliance. EIC Staff in consultation with the Project Delivery Team will determine if compliance is achieved or if the compliance plan is recommended for approval by the CEDD Director.

b. If it is determined that the Contractor has come into compliance with the EIC Requirements, or has an approved plan to achieve compliance, the penalty may be cancelled at the discretion of the CEDD Director.

c. If a penalty is cancelled, other applicable steps will follow. For example, if the Contract had been suspended, it will be resumed. If notice of Contractor’s violation has been published, the notice will be removed from City’s website. If funds have been withheld, payments will be resumed etc.
d. If Contractor’s compliance plan is not approved, the penalty will remain in place, however, EIC Staff will continue to work with Contractor and Project Delivery Team to attempt to achieve compliance.

**IX. EIC Project Closeout Process**

Upon receipt of notice from the Project Delivery Team that the project is physically completed, EIC Staff will:

A. Run B2Gnow Contract Summary Report to ensure that EIC Contract Requirements have been satisfied.

B. Check with Local Employment & Apprenticeship Training Program (LEAP) Staff to ensure LEAP Requirements have been satisfied and the project is ready to close on LCPtracker.

C. If EIC Contract Requirements are not met, EIC Staff will contact the Contractor via email with copy to the Project Delivery Team and request the Contractor provide an explanation in writing of the discrepancy between EIC Contract Requirements and the final outcomes via email to the Project Delivery Team and to EIC Staff at EICOffice@cityoftacoma.org. EIC Staff and the Project Delivery Team will review and file explanation in B2Gnow files.

D. If Contract Requirements are not met by the final outcomes and Contractor’s explanation for the discrepancy is not satisfactory EIC Staff and the Project Delivery Team may recommend a violation be found and penalty requested.

E. If Contract Requirements are met, send email to Contractor from EICOffice@cityoftacoma.org with a copy to the Project Delivery Team.

**X. Certified Business Complaint Process**

A. A Certified Business may submit a complaint regarding any EIC related issues utilizing three options listed below:

- By sending an email to the EIC Staff at EICOffice@cityoftacoma.org.
- By filling out the EIC Complaint Form available on The City of Tacoma Equity in Contracting webpage. See EIC Complaint Form as shown at Appendix No. 9 to these Regulations.
- By calling the EIC Office line at (253) 591-5630

When a complaint has been received, EIC Staff will take the following steps:

- Record the complaint in the EIC Complaint log Database
- Send a message to the complainant acknowledging the receipt and recording of the complaint and informing complainant that an investigation will take place.
- As deemed appropriate, perform an investigation
- If an investigation is conducted, a report will be produced including a timeline of events and findings.
- Submit any final report to the EIC Program Manager for action as appropriate.
APPENDICES
Available upon request to EICOOffice@cityoftacoma.org

1. EIC Requirement Setting Methodology
2. Guidance on selecting Option 2: EIC overall Requirements
3. EIC Utilization Form
4. EIC Post Submittal Waiver Request Form
5. EIC Certified Business Termination and Substitution Request
6. EIC Guidance on Compliance Achievement Plan
7. Notice of Contractor’s Violation Form
8. EIC Sanction(s) Request Form
9. Subcontractor Complaint Form
Title 1

Administration and Personnel
CHAPTER 1.07
EQUITY IN CONTRACTING

Sections:
1.07.010 Policy and purpose.
1.07.020 Definitions.
1.07.030 Discrimination prohibited.
1.07.040 Program administration.
1.07.050 Repealed.
1.07.060 Program requirements.
1.07.070 Evaluation of submittals.
1.07.080 Contract compliance.
1.07.090 Program monitoring.
1.07.100 Enforcement.
1.07.110 Remedies.
1.07.120 Unlawful acts.
1.07.130 Severability.
1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

1.07.020.B

A. “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for provision of supplies, services, or public works to the City. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.
1.07.020.G

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals or requirements for individual Contracts may be adjusted as provided for in this chapter or in regulations and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

Reserved.

1.07.020.P

“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

1.07.020.Q

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

1.07.020.R

“Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

“Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

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 craftsmen 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 craftsmen for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 28859 Ex. A; passed Nov. 22, 2022: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.


1.07.050 Repealed by Ordinance No. 28931, Approval as a Certified Business.


1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application to Contracts.

The Program Manager shall establish department/division specific requirements for Certified Business participation in City contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:
The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over $500,000 (excluding sales tax), approved by the Board of Contracts and Awards (“C&A Board”).

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over $500,000 (excluding sales tax), approved by the C&A Board.


The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of Certified Businesses:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, a full or partial waiver of requirements is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver.

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the Contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the annual goal.

2. Supplies.

A Contractor may receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.


Any Contract awarded to a Certified Business or a bidder that utilizes a Certified Business as a subcontractor shall receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract based on the percentage of
Tacoma Municipal Code

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:

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;

6. Any other appropriate action, including a monetary penalty as such penalties may be specified in Program Regulations.

B. Prior to imposing any of the foregoing penalties, the City shall provide written notice to the contractor specifying the
violation and the City’s intent to exercise such remedy or remedies. The notice shall provide that each specified remedy
becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner
pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the
department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor’s
development of a plan for compliance acceptable to the Director.

(Ord. 28931 Ex. A; passed Jan. 9, 2024: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013:

1.07.120 Unlawful acts.
It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise,
any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.
If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent
jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances,
shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)
1.07.140  Review of program.

This chapter shall be in effect until such point in time that the City Council shall determine, after third party analyses, whether substantial effects or lack of opportunity of Certified Businesses remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

The Department Director or their designee shall review this chapter with City Council standing committee on a biennial basis in order to determine whether adjustments or revisions are required and present those proposals to the City Council for approval.

PART IV
LOCAL EMPLOYMENT
AND
APRENTICESHIP
TRAINING PROGRAM (LEAP)
REGULATIONS
FOR
PUBLIC WORKS CONTRACTS
LEAP
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM
ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma’s LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. LOCAL EMPLOYMENT Requirement: The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
   a) Civil Projects over $250,000
   b) Building Projects over $750,000

2. APPRENTICE Requirement: The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over $1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. SUBCONTRACTOR NOTIFICATION: Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. FAILURE TO MEET LEAP UTILIZATION REQUIREMENT: Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

   - 100% achievement $0.00 penalty
   - 99% to 90% achievement $2.00 penalty
   - 89% to 75% achievement $3.50 penalty
   - 74% to 50% achievement $5.00 penalty
   - 49% to 1% achievement $7.50 penalty
   - 0% achievement $10.00 penalty
LEAP DOCUMENT SUBMITTALS**:

1. **LEAP EMPLOYEE VERIFICATION FORM**: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.

2. **WEEKLY CERTIFIED PAYROLL**: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.

3. **DEPARTMENT OF LABOR & INDUSTRIES (L&I)**: The Prime must enter the project in the L&I project site under the ‘Tacoma, City of’ account and notify the LEAP Office when this has been completed.

**WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures
LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- **LEAP Abbreviated Program Requirements**: brief overview of LEAP Program requirements
- **LEAP Employee Verification Form**: to be submitted, upon request, for each employee who may be a LEAP-qualified employee
- **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List**: for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- **Weekly Certified Payrolls and No Work Performed Statements**: to be submitted via LCP Tracker weekly, biweekly or monthly.
- **Statement of Intent to Pay Prevailing Wages**: to be submitted prior to commencing work
- **Affidavit of Wages Paid**: to be submitted upon completion of each contractor’s work
- **Document Verification**: provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma’s LEAP Program at (253) 591-5590 or leap@cityoftacoma.org
CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:
1.90.010 Purpose.
1.90.020 Scope.
1.90.030 Definitions.
1.90.040 LEAP goals.
1.90.050 Repealed.
1.90.060 Effect of program on prime contractor/subcontractor relationship.
1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
1.90.080 Enforcement.
1.90.090 Compliance with applicable law.
1.90.100 Review and reporting.
1.90.105 Authority
1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than $750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than $250,000.00 shall not be included in this definition.

E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.

F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.
H. “Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. “Estimated Cost” shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. “Estimated Labor Hours” shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. “Existing Employee” shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. “Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. “LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

N. “LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

O. “LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

P. “LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. “Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

R. “Project Engineer” shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. “Public Work or Improvement” shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. “Resident of Tacoma” shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

U. “Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. “Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.

W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to not defined as “Building Projects” or “Civil Projects.”

X. “Subcontractor” means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Y. “Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

Z. “Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.
1.90.040 LEAP goals.

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be $250,000.00 for Civil Projects and $750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars ($1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor’s or Provider’s plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

<table>
<thead>
<tr>
<th>Percent of Goal Met</th>
<th>Assessment per unmet hour</th>
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</thead>
<tbody>
<tr>
<td>100%</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>90% - 99%</td>
<td>$ 2.00</td>
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<tr>
<td>75% to 89%</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>50% to 74%</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>1% to 49%</td>
<td>$ 7.50</td>
</tr>
<tr>
<td>0%</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City’s pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor’s existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The
Director’s LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director’s LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer’s finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer’s finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City’s Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than $1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City’s water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than $1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than $1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than $1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an “Emergency” means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the
remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050  Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26998 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060  Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070  Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor’s breach of these performance requirements, which shall be published with the City’s call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080  Enforcement.

A. The Director shall review the Contractor’s or Service Provider’s and all Subcontractor’s employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090  Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100  Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager’s and Director’s findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.
1.90.105 Authority.
The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.
This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- **Provide information to the LEAP Office (see LEAP contact information below).** Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- **LEAP Employee Verification.** Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- **All certified payrolls.** Prime contractor is responsible for ensuring their, and their subcontractors’, payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry’s website, you can reduce data entry.

The City of Tacoma’s LEAP office enforces varying workforce utilization requirements based on City projects based on certain monetary thresholds and project locations.

**Local Employment Utilization Requirement** - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

**Apprenticeship Utilization Requirement** – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

*Exceptions:* If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is subject to the:

1. **15% Local Employment Utilization Requirement**

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City’s LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap
LEAP EMPLOYEE VERIFICATION FORM
Submit upon request from LEAP Office

Contractor/Sub: __________________________  Specification Number: __________________________

Project Description: ____________________________________________________________

Employee Name: ___________________________________ Craft: ____________________________

Ethnic Group (optional):  □ Asian/Pac Isl.  □ Black  □ Hispanic  □ Native American  □ White  □ Other

Gender (optional):  □ MALE  □ FEMALE

Complete Physical Address (No PO Boxes): _____________________________________________

City: __________ State: ______ Zip: ______ Telephone: __________ Date of Hire: ____________

Apprenticeship County: __________ Apprentice Registration I.D. (if applicable): ___________

Age: ______ Copy of DD-214: ______

******Please fill out entire form for tracking LEAP performance******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over $1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: ___________________________ Date: ___________________________

Contractor Representative: ___________________________ Date: ___________________________
LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

____________________________________________________________________________________________________________________

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website. No PO Boxes

Contractor Representative: ____________________________ Date: ________________

Title: ________________________________________________
LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma

(Journeyman AND Apprentice)

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Check addresses here:

https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb
### LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas
(Journeyman AND Apprentice)

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<tr>
<th>Zip Code</th>
<th>200% Pov</th>
<th>Unemployed</th>
<th>25+ College</th>
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<tr>
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<td>98304</td>
<td>Y</td>
<td>Y</td>
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<td>Ashford/Rainier</td>
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<td>Carbonado</td>
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<td>Eastside</td>
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<td>Hilltop/Central</td>
</tr>
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<td>South End</td>
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PART V

STATE PREVAILING
WAGE RATES
AND
INSURANCE REQUIREMENTS
PREVAILING WAGE RATES

This project requires prevailing wages under 39.12 RCW. Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.

b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.

c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link: https://secure.lni.wa.gov/wagelookup/

REQUIRED FILINGS

The contractor and all subcontractors covered under 39.12 RCW shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.

2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, https://www.lni.wa.gov/ or by visiting their MY L&I account.
This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as “Contractor”.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.

1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.3. Liability insurance policies, except for Professional Liability and Workers’ Compensation, shall:

   1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as additional insured
   1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
   1.3.3. Contain a “Waiver of Subrogation” clause in favor of City of Tacoma
   1.3.4. Include a “Separation of Insureds” clause that applies coverage separately to each insured and additional insured
   1.3.5. Name the “City of Tacoma” on certificates of insurance and endorsements and not a specific person or department
   1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
   1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella

1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:

   1.4.1. An ACORD certificate or equivalent
   1.4.2. Copies of requested endorsements

1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.

1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage
1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.

1.8. “Claims-Made” coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.

1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.

1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.

1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.

1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.

1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

Insurance Requirements
Template Revised 04/17/2023
It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma’s request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor’s liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance
Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement).

3.2 Commercial (Business) Automobile Liability Insurance
Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if “Pollutants” are to be transported unless in-transit Pollution coverage is covered under required Contractor’s Pollution Liability Insurance.

3.3 Workers’ Compensation
Contractor shall comply with Workers’ Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers’ Liability Insurance
Contractor shall maintain Employers’ Liability coverage with limits not less than One Million Dollars ($1,000,000) each employee, One Million Dollars ($1,000,000) each accident, and One Million Dollars ($1,000,000) policy limit.

3.5 Professional Liability Insurance or Errors and Omissions
For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars ($2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.6 Excess or Umbrella Liability Insurance
Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.7 Pollution Liability Insurance
Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor’s work.

3.8 Other Insurance
Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.