

# SPECIFICATION NO. ES20-0003F

Stormwater, Wastewater & Water Main Replacement Project – S. Cushman Ave. from S. 21<sup>st</sup> St. to S. 28<sup>th</sup> St.

Project No. ENV-04023-05 (Wastewater)
Project No. ENV-03031-03 (Surface Water)
Project No. PWK-00438-31 (Public Works)
Project No. WTR-00604-01-06 (Water)

#### **CITY OF TACOMA**

#### **ENVIRONMENTAL SERVICES DEPARTMENT**

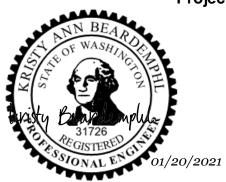
REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

**FOR** 

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Project No. ENV-04023-05 (Wastewater)
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Project No. WTR-00604-01-06 (Water)



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

#### SPECIFICATION NO. ES20-0003F

#### **TABLE OF CONTENTS**

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

REQUEST FOR BIDS

**EQUITY IN CONTRACTING SPECIAL REMINDER** 

SPECIAL REMINDER TO ALL BIDDERS

SPECIAL NOTICE TO BIDDERS

#### PART I BID PROPOSAL AND CONTRACT FORMS

- 1 Bid Proposal
- 2 Signature Page
- Bid Bond 3
- 4 Certification Of Compliance With Wage Payment Statutes
- 5 State Responsibility and Reciprocal Bid Preference Information
- List of Subcontractor Categories of Work 6
- City of Tacoma Equity in Contracting Requirement Form 7
- City of Tacoma Equity in Contracting Utilization Form 8
- 9 Contract

- 10 Payment Bond to the City of Tacoma
- Performance Bond to the City of Tacoma 11
- General Release Form 12

#### PART II ENVIRONMENTAL SERVICES DEPARTMENT SPECIAL PROVISIONS

Division 1	General Requirements
Division 2	Earthwork
Division 3	Production from Quarry and Pit Sites and Stockpiling
Division 4	Bases
Division 5	Surface Treatments and Pavements
Division 6	Structures
Division 7	Drainage Structures, Storm Sewers, Sanitary Sewers, Water
	Mains, and Conduits
Division 8	Miscellaneous Construction
Division 9	Materials
Appendix A	City of Tacoma and WSDOT Standard Plans
Appendix B	NPDES Construction Stormwater General Permit

PART III TACOMA PUBLIC UTILITIES WATER SPECIAL PROVISIONS

PART IV CITY OF TACOMA INSURANCE REQUIREMENTS

PART V CITY OF TACOMA - EQUITY IN CONTRACTING PROGRAM

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

PART VII STATE PREVAILING WAGE RATES



# City of Tacoma Environmental Services Department/Science & Engineering Division

#### REQUEST FOR BIDS ES20-0003F Stormwater, Wastewater & Water Main Replacement Project – S. Cushman Ave. from S. 21<sup>st</sup> St. to S. 28<sup>th</sup> St.

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 9, 2021

**Submittal Delivery:** Sealed submittals will be received as follows:

#### **Bv Email:**

bids@cityoftacoma.org

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

#### By Carrier:

City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35<sup>th</sup> Street Tacoma, WA 98409

#### In Person:

City of Tacoma Procurement & Payables Division Tacoma Public Utilities Administration Building North Guard House (east side of main building 3628 S 35<sup>th</sup> Street Tacoma, WA 98409

#### By Mail:

City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007

**Bid Opening:** Held virtually each Tuesday at 11AM. Attend <u>via this link</u> or call 1 (253) 215 8782.

Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to <a href="https://www.TacomaPurchasing.org">www.TacomaPurchasing.org</a>.

**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 <a href="http://www.e-arc.com/location/tacoma">http://www.e-arc.com/location/tacoma</a>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

**Pre-Proposal Meeting:** A pre-proposal meeting will be held via conference call at 10:00 A.M. PST, February 1, 2021. The phone number is **1-888-850-4523** and the conference code is **544766**. This conference call will answer questions regarding the Equity In Contracting (EIC) Program and Local Employment and Apprenticeship Training Program (LEAP) requirements included in the Contract. Prospective bidders are urged to call in.

**Project Scope:** This Contract shall generally consist of the removal and replacement of 2,160 linear feet of 8-inch diameter wastewater sewer main, construction of new 709 linear feet of 8-inch through 15-inch diameter stormwater pipes, removal and replacement of 2,090 linear feet of water main, temporary bypass pumping, removal and replacement of 8 blocks of roadway with asphalt and concrete pavement, associated curb ramp replacements, and roadside restoration.

**Estimate:** \$2,700,000

Form No. SPEC-040C Revised: 01/02/2021

**Paid Leave and Minimum Wage:** Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit <a href="www.cityoftacoma.org/employmentstandards">www.cityoftacoma.org/employmentstandards</a>.

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 Gail Himes at <a href="mailto:ghimes@cityoftacoma.org">ghimes@cityoftacoma.org</a>, or by calling her collect at 253-591-5785.

**Federal 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 Doreen Klaaskate, Senior Buyer by email to dklaaskate@cityoftacoma.org.

**Protest Policy:** City of Tacoma protest policy, located at <a href="www.tacomapurchasing.org">www.tacomapurchasing.org</a>, specifies procedures for protests submitted prior to and after submittal deadline.



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

Form No. SPEC-040C Revised: 01/02/2021

#### CITY OF TACOMA FINANCE/PURCHASING DIVISION

#### **SPECIAL NOTICE TO BIDDERS**

**Equity in Contracting – EIC** 

Equity in Contracting (EIC) forms and attachments must be fully and accurately completed and returned at the time of Bids. Failure to do so may result in the proposal being considered nonresponsive. These forms will be used to determine if the firm complies with Tacoma Municipal Code Chapter 1.07 and State Law.

Vendors for public works and improvement-type projects are required to be inclusive of Minority Owned Business Enterprises, Women-Owned Business Enterprises, and Small Business Enterprises. The criteria for determining whether inclusion has been made are set forth in the City's EIC regulations. Venders are also subject to the City's EIC ordinance and regulations pertaining to having an Equal Employment Opportunity policy prohibiting discrimination. Bids will be evaluated on an individual basis to determine compliance with this section. The EIC Utilization Form, when required, should accompany your submittal. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

Either the firm submitting the bid or the firms they plan to subcontract with, if qualified, may meet the percent requirements listed on the EIC Requirement Form.

Bidders unable to meet the percent requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations.

FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.

It is the bidder's responsibility to insure that their firm (if EIC-eligible) and/or eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises 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.

All SBE goals may be met by using DBEs or SBEs from the OMWBE list or the City of Tacoma SBE list.

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

www.cityoftacoma.org/sbe

<u>www.omwbe.diversitycompliance.com</u> – From this list, be sure check for certified MBE, WBE, MWBE, and SBE companies located in Pierce, King, Lewis, Mason, and Grays Harbor counties.

\*After December 31, 2020, the list of EIC eligible firms may only be accessed at <a href="https://www.omwbe.diversitycompliance.com">www.omwbe.diversitycompliance.com</a>

#### SPECIAL REMINDER TO ALL BIDDERS

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

1. This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore the contractor shall complete a health and safety plan describing how the contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

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 before the bid is submitted:

- 1. <u>BID PROPOSAL</u>: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
- 2. <u>SIGNATURE PAGE</u>: 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. <u>BID BOND</u>: 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. <u>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES</u>: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
- 5. <u>STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION</u>: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
- LIST OF SUBCONTRACTOR CATEGORIES OF WORK: Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW.

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

8. 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.

Bidders shall meet the percent sub-contracting requirements listed on the EIC Requirement Form to be considered responsive. Bidders unable to meet the percent sub-contracting requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations Manual located in PART IV of these Specifications.

FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.

#### **POST AWARD FORMS EXECUTED UPON AWARD:**

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

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

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

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

#### LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or economically distressed areas of the Tacoma Public Utilities service area.

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

NOTE: The two goals can be satisfied concurrently if the prime contractor utilizes individuals who simultaneously meet the requirements of both goals, such as an apprentice who resides in an economically distressed area of the Tacoma Public Utilities service area.

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

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

#### I. STATE OF WASHINGTON

#### A. RESPONSIBILITY CRITERIA - STATE OF WASHINGTON

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

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

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

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

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

- 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.

Revised: 07/29/2020 Page 1 of 4

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

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

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

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

#### C. SUBCONTRACTOR RESPONSIBILITY

- The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
- 2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - 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).

Revised: 07/29/2020 Page 2 of 4

#### II. CITY OF TACOMA

#### A. SUPPLEMENTAL RESPONSIBILITY CRITERIA - CITY OF TACOMA:

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

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

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

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

Revised: 07/29/2020 Page 3 of 4

#### 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 <a href="mailto:bids@cityoftacoma.org">bids@cityoftacoma.org</a> 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.

Revised: 07/29/2020 Page 4 of 4

# PART I

# BID PROPOSAL AND CONTRACT FORMS

### <u>BID PROPOSAL</u>

#### SPECIFICATION NO. ES20-0003F

Stormwater, Wastewater & Water Main Replacement Project – S. Cushman Avenue from S. 21<sup>st</sup> St. to S. 28<sup>th</sup> St.

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 Nos. **ENV-04023-05**, **ENV-03031-03**, **PWK-00438-31**, and **WTR-00604-01-06** 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.

- 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.
- 3. 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 State Amendments to the Standard Specifications. Items marked with a \* signifies both rules may apply.

#### SCHEDULE A: ROADWAY IMPROVEMENTS (Rule 171)

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
R1.* 1-05.3(6)	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$
R2.* 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$
R3.* 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$
R4.* 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$
R5.* 1-10	Pedestrian Traffic Control	1 Lump Sum	Lump Sum	\$

Contractor's Name:	
Specification No. ES20-0003F	

Page 1 of 12

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
R6.* 2-01	Clearing and Grubbing	1 Lump Sum	Lump Sum	\$
R7.* 2-02	Removal of Structures and Obstructions	1 Lump Sum	Lump Sum	\$
R8. 2-02	Remove Abandoned Trolley Track	30 Lin. Ft.	\$	\$
R9. 2-02	Remove Concrete Traffic Circle	1 Each	\$	\$
R10.* 2-03	Roadway Excavation, Incl. Haul	1,901 Cu. Yd.	\$	\$
R11.* 2-14	Remove Existing Pavement, Type II, Class A2	5,653 Sq. Yd.	\$	\$
R12.* 2-14	Remove Existing Pavement, Type II, Class C6	3,448 Sq. Yd.	\$	\$
R13.* 2-14	Remove Existing Pavement, Type II, Class CA	341 Sq. Yd.	\$	\$
R14.* 2-15	Remove Curb and Gutter	483 Lin. Ft.	\$	\$
R15.* 4-04	Recycled Concrete Aggregate	1,914 Ton	\$	\$
R16.* 4-04	Crushed Surfacing Top Course	793 Ton	\$	\$
R17.* 5-04	HMA CI. 1/2" PG 58H-22	1,066 Ton	\$	\$
R18.* 5-04	HMA for Approach Cl. 1/2" PG 58H-22	213 Sq. Yd.	\$	\$
R19.* 5-04	Temporary Pavement Patch	241 Ton	\$	\$
R20.* 5-05	Cement Conc. Pavement, 8-Inch Section	2,686 Sq. Yd.	\$	\$
R21.* 7-05	Adjust Existing Valve Chamber to Grade	5 Each	\$	\$

Contractor's Name: \_\_\_\_\_ Specification No. ES20-0003F Page 2 of 12

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
R22.* 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$
R23.* 8-01	NPDES Construction Stormwater General Permit Transfer of Coverage	1 Lump Sum	Lump Sum	\$
R24.* 8-01	Inlet Protection	30 Each	\$	\$
R25.* 8-01	Street Cleaning	100 Hour	\$	\$
R26.* 8-01	Erosion/Water Pollution Control	Force Account	Estimated	\$ 50,000.00
R27. 8-02	Plant Selection Type Celtis Occidentalis	4 Each	\$	\$
R28. 8-02	Plant Selection Type Magnolia Grandiflora	8 Each	\$	\$
R29. 8-02	Plant Selection Type Crataegus Viridis	9 Each	\$	\$
R30. 8-02	Plant Selection Type Malus Tschonoskii	4 Each	\$	\$
R31.* 8-02	Site Restoration	Force Account	Estimated	\$ 30,000.00_
R32. 8-02	Tree Protection	1 Lump Sum	Lump Sum	\$
R33.* 8-04	Cement Conc. Traffic Curb and Gutter	1,796 Lin. Ft.	\$	\$
R34. 8-04	Cement Conc. Traffic Circle	1 Each	\$	\$
R35. 8-06	Cement Conc. Driveway Entrance	496 Sq. Yd.	\$	\$
R36. 8-13	Poured Monument	3 Each	\$	\$

Contractor's Name:	

Specification No. ES20-0003F Page 3 of 12

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
R37. 8-14	Cement Conc. Sidewalk	120 Sq. Yd.	\$	\$
R38. 8-14	Cement Conc. Perpendicular Curb Ramp	12 Each	\$	\$
R39. 8-22	ADA Access Parking Symbol with Blue Background	4 Each	\$	\$
R40. 8-22	Double Yellow Paint Line	23 Lin. Ft.	\$	\$

# SCHEDULE B: STORM SEWER IMPROVEMENTS (Rule 171)

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
S41. 2-09	Structure Excavation Class B	476 Cu. Yd.	\$	\$
S42. 2-09	Shoring or Extra Excavation Class B	3,690 Sq. Ft.	\$	\$
S43. 2-16	Remove Catch Basin	12 Each	\$	\$
S44. 2-16	Remove Manhole	2 Each	\$	\$
S45. 7-05	Manhole 48-In. Diam. Type 1	3 Each	\$	\$
S46. 7-05	Catch Basin Type I	7 Each	\$	\$
S47. 7-05	Catch Basin Type I with Combination Inlet	6 Each	\$	\$
S48. 7-05	Catch Basin Type 2 48-In. Diam.	2 Each	\$	\$
S49. 7-05	Connect New Sewer Pipe 8- In. Diam. to Existing Structure	14 Each	\$	\$
S50. 7-05	Reconnect Existing Sewer Pipe 6- In. Diam. to New Structure	2 Each	\$	\$

Contractor's Name:
Specification No. ES20-0003F
Page 4 of 12

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
S51. 7-05	Reconnect Existing Sewer Pipe 8-In. Diam. to New Structure	8 Each	\$	\$
S52. 7-05	Reconnect Existing Sewer Pipe 10-In. Diam. to New Structure	3 Each	\$	\$
S53. 7-05	Reconnect Existing Sewer Pipe 15-In. Diam. to New Structure	1 Each	\$	\$
S54. 7-05	Adjust Existing Manhole, Furnish New Frame and Cover	1 Each	\$	\$
S55. 7-08	Temporary Storm Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$
<b>S56</b> . 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$
S57. 7-17	PVC SDR 35 Storm Sewer Pipe 12-In. Diam.	411 Lin. Ft.	\$	\$
S58. 7-17	PVC SDR 35 Storm Sewer Pipe 15-In. Diam.	29 Lin. Ft.	\$	\$
S59. 7-17	Ductile Iron Storm Sewer Pipe 8-In. Diam.	73 Lin. Ft.	\$	\$
S60.	Ductile Iron Storm Sewer Pipe 12-In. Diam.	156 Lin. Ft.	\$	\$
S61. 7-17	PVC C900 Storm Sewer Pipe 10-In. Diam.	41 Lin. Ft.	\$	\$
S62.	Removal and Replacement of Unsuitable Material	297 Cu. Yd.	\$	\$
S63.	Testing Sewer Pipe	539 Lin. Ft.	\$	\$

## SCHEDULE C: WASTEWATER SEWER IMPROVEMENTS (Rule 170)

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
WW64. 2-03	Roadway Excavation, Incl. Haul (Construction Easement Area)	2 Cu. Yd.	\$	\$
WW65. 2-09	Structure Excavation Class B	4,434 Cu. Yd.	\$	\$
WW66. 2-09	Shoring or Extra Excavation Class B	38,623 Sq. Ft.	\$	\$
WW67. 2-14	Remove Existing Pavement, Type II, Class A2 (Construction Easement Area)	11 Sq. Yd.	\$	\$
WW68. 2-16	Remove Manhole	7 Each	\$	\$
WW69. 4-04	Recycled Concrete Aggregate (Construction Easement Area)	4 Ton	\$	\$
WW70. 5-04	HMA CI. 1/2" PG 58H-22 (Construction Easement Area)	2 Ton	\$	\$
WW71. 7-05	Manhole 48-In. Diam. Type 1	8 Each	\$	\$
WW72. 7-05	Manhole Additional Height 48-In. Diam. Type 1	28 Lin. Ft.	\$	\$
WW73. 7-05	Reconnect Existing Sewer Pipe 8-In. Diam. to New Structure	3 Each	\$	\$
WW74. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$
WW75. 7-08	Temporary Sanitary Sewer Bypass	1 Lump Sum	Lump Sum	\$
WW76.	PVC SDR 35 Sanitary Sewer Pipe 6-In. Diam.	687 Lin. Ft.	\$	\$
WW77. 7-17	PVC C900 Sanitary Sewer Pipe 6-In. Diam.	1,396 Lin. Ft.	\$	\$

Contractor's Name:
Specification No. ES20-0003F
Page 6 of 12

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
WW78.	PVC SDR 35 Sanitary Sewer Pipe 8-In. Diam.	2,165 Lin. Ft.	\$	\$
WW79. 7-17	Removal and Replacement of Unsuitable Material	3,661 Cu. Yd.	\$	\$
WW80. 7-17	Testing Sewer Pipe	2,165 Lin. Ft.	\$	\$
WW81. 7-19	Sewer Cleanout	71 Each	\$	\$

# SCHEDULE D: WATER MAIN IMPROVEMENTS (Rule 170)

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL <u>AMOUNT</u>
W82.	Removal/Disposal of existing asphalt, concrete sidewalk/curbing & concrete pavement. Includes all thicknesses and combinations (2-02.3(3))	2,845 Sq. Yd.	\$	\$
W83.	Temporary HMA Class ½" PG58H-22, 2-inch minimum depth, installed & removed (5-04 & 9-03.8)	2,845 Sq. Yd.	\$	\$
W84.	Crushed Surfacing Top Course for trench backfill (9-03.9(3))	3,512 Ton	\$	\$
W85.	Storm, Sanitary, Side Sewer Restoration (7-04,7-09.5, 7-17, & 7-18)	8 Each	\$	\$
W86.	Trench Excavation & Disposal (7-09.3(7) & 7-09.5)	2,332 Cu. Yd.	\$	\$
W87.	Trench Shoring (7-09.3(7) & 7-09.5)	2,430 Lin. Ft.	\$	\$

Contractor's Name:	

Specification No. ES20-0003F Page 7 of 12

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
W88.	16-inch Ductile Iron Pipe, Push- On Joint, ANSI/AWWA, C151, Special Thickness Class No. 52, to furnish, lay and test, (7- 09.3(15)A, 7-09.5 & 9-30.1(1))	52 Lin. Ft.	\$	\$
W89.	8-inch Ductile Iron Pipe, Push- On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7- 09.3(15)A, 7-09.5 & 9-30.1(1))	206 Lin. Ft.	\$	\$
W90.	6-inch Ductile Iron Pipe, Push- On Joint, ANSI/AWWA, C151, Special Class Thickness No. 52, to furnish, lay and test, (7- 09.3(15)A, 7-09.5 & 9-30.1(1))	2,281 Lin. Ft.	\$	\$
W91.	16-inch x 6-inch Ductile Iron Cross, M.J., installed	1 Each	\$	\$
W92.	12-inch x 6-inch Ductile Iron Cross, M.J., installed	1 Each	\$	\$
W93.	8-inch x 6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1))	1 Each	\$	\$
W94.	6-inch Ductile Iron Tee, 3-B, M.J., installed (9-30.2(1))	7 Each	\$	\$
W95.	16-inch Ductile Iron Ell, 45°, M.J., installed	2 Each	\$	\$
W96.	16-inch Ductile Iron Ell, 22 1/2°, M.J., installed	2 Each	\$	\$
W97.	8-inch Ductile Iron Ell, M.J., 45°, installed. (7-09, & 9-30.2(1))	2 Each	\$	\$
W98.	8-inch Ductile Iron Ell, M.J., 22 1/2°, installed. (7-09, & 9-30.2(1))	2 Each	\$	\$
W99.	6-inch Ductile Iron Ell, M.J., 45°, installed. (7-09, & 9-30.2(1))	4 Each	\$	\$

Contractor's Name: \_\_\_\_\_ Specification No. ES20-0003F Page 8 of 12

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
W100.	6-inch Ductile Iron Ell, M.J., 22 1/2°, installed. (7-09, & 9-30.2(1))	2 Each	\$	\$
W101.	6-inch Ductile Iron Ell, M.J., 11 1/4°, installed. (7-09, & 9-30.2(1))	1 Each	\$	\$
W102.	6-inch Ductile Iron Vertical EII, M.J., 45°, installed. (7-09, & 9-30.2(1))	10 Each	\$	\$
W103.	6-inch Ductile Iron Vertical EII, M.J., 22 1/2°, installed. (7-09, & 9-30.2(1))	4 Each	\$	\$
W104.	16-inch Ductile Iron Vertical EII, M.J., 45°, installed. (7-09, & 9-30.2(1))	4 Each	\$	\$
W105.	6-inch Ductile Iron Solid Sleeve, M.J., installed	1 Each	\$	\$
W106.	16-inch Ductile Iron Solid Sleeve, M.J., installed	2 Each	\$	\$
W107.	12-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I., installed (7- 09.3(19)A, 7-09.5 & 9-30.2(7))	2 Each	\$	\$
W108.	8-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I.	2 Each	\$	\$
W109.	6-inch Transition Coupling with 7-inch center ring, epoxy coating, and stainless steel bolts, C.I. to D.I.	1 Each	\$	\$
W110.	16-inch Ductile Iron Cap, M.J., tapped 2", installed & removed	1 Each	\$	\$
W111.	8-inch Ductile Iron Cap, M.J., tapped 2", installed and removed (9-30.2(1) & 7-09.5)	4 Each	\$	\$

Contractor's Name: \_\_\_\_\_ Specification No. ES20-0003F Page 9 of 12

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
W112.	6-inch Ductile Iron Cap, M.J., tapped 2", installed and removed	3 Each	\$	\$
W113.	Temporary 2-inch Blow-Off Assembly, installed and removed (Dwg. 17-56-1) (7- 09.3(22) & 7-09.5)	8 Each	\$	\$
W114.	16-inch Mechanical Joint Restraining Glands (7-14, 7-09.5 & 9-30.2(6))	20 Each	\$	\$
W115.	12-inch Mechanical Joint Restraining Glands (7-14, 7-09.5 & 9-30.2(6))	6 Each	\$	\$
W116.	8-inch Mechanical Joint Restraining Glands (7-14, 7-09.5 & 9-30.2(6))	18 Each	\$	\$
W117.	6-inch Mechanical Joint Restraining Glands (7-14, 7-09.5 & 9-30.2(6))	71 Each	\$	\$
W118.	6-inch Push on Joint Restraining Gasket, installed	1 Each	\$	\$
W119.	Concrete Thrust Anchor, installed. (7-09.3(21) & 7-09.5)	18 Each	\$	\$
W120.	Temporary Concrete Thrust Anchor, installed and removed (7-09.3(21) & 7-09.5)	8 Each	\$	\$
W121.	Trench Compaction Test (as directed by the Inspector) (7-09.3(11) & 7-09.5)	49 Each	\$	\$
W122.	Test Holes (7-09.3(6) & 7-09.5)	1 Lump Sum	Lump Sum	\$
W123.	12-inch B/F Valve, M.J., ANSI/AWWA, C504 with C.I. Valve Box, installed	1 Each	\$	\$

Specification No. ES20-0003F Page 10 of 12

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
W124.	8-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box (7-12 & 9.30.3)	2 Each	\$	\$
W125.	6-inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box (7-12 & 9.30.3)	13 Each	\$	\$
W126.	6-inch Hydrant, M.J., 4.5-ft bury, with 4-inch Tacoma Standard Threads & 5-inch Quick Coupling (7-14 & 9-30.5(2))	4 Each	\$	\$
W127.	6-inch Hydrant, M.J., 5.0-ft bury, with 4-inch Tacoma Standard Threads & 5-inch Quick Coupling (7-14 & 9-30.5(2))	1 Each	\$	\$
W128.	6-inch Hydrant, M.J., 5.5-ft bury, with 4-inch Tacoma Standard Threads & 5-inch Quick Coupling (7-14 & 9-30.5(2))	1 Each	\$	\$
W129.	Removal and disposal of abandoned C.I. pipe, all sizes	2,087 Lin. Ft.	\$	\$
W130.	Street cleaning with Self- propelled Pickup and Vacuum Street Sweeper Equipment. (8- 01.3(8))	24 Hr	\$	\$
W131.	Force Account (1-09.6)	1 Estimated	\$ 60,000.00_	\$

SCHEDULE A: ROADWAY IMPROVEMENTS (R) (Rule 171)		
Base Bid (Subtotal Items Nos. R1 – R40)	\$	(1
ROADWAY IMPROVEMENTS TOTAL	\$	(2
SCHEDULE B: STORM SEWER IMPROVEMENTS (S) (Rule 171	)	
Base Bid (Subtotal Items Nos. S41 – S63)	\$	(3
STORM SEWER IMPROVEMENTS TOTAL	\$	(4
SCHEDULE C: WASTEWATER SEWER IMPROVEMENTS (WW)	(Rule 170)	
Base Bid (Subtotal Items Nos. WW64 - WW81)	\$	(5
10.2% Sales Tax (Items Nos. WW64 – WW81)	\$	(6
WASTEWATER SEWER IMPROVEMENTS TOTAL	\$	
SCHEDULE D: WATER MAIN IMPROVEMENTS (W) (Rule 170)		
Base Bid (Subtotal Items Nos. W82 – W131)	\$	(8
10.2% Sales Tax (Items Nos. W82 – W131)	\$	(9
WATER MAIN IMPROVEMENTS TOTAL	\$	(10
TOTAL PASE DID. (4) . (2) . (5) . (0)	r	
TOTAL BASE BID (1) + (3) + (5) + (8) (not including sales tax) Rule 170	\$	

Contractor's Name:
Specification No. ES20-0003F
Page 12 of 12

#### SIGNATURE PAGE

#### CITY OF TACOMA

#### **Environmental Services Department/Science and Engineering Division**

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

REQUEST FOR BIDS SPECIFICATION NO. ES20-0003F Stormwater, Wastewater & Water Main Replacement Project – S. Cushman Ave. from S. 21<sup>st</sup> St. to S. 28<sup>th</sup> St.

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 Persinto Contracts for			Date
Address		Printed Name and	d Title		
City, State, Zip		(Area Code) Tele	phone Numb	er / Fax Numb	er
E-Mail Address		State Business Lin WA, also known as			Number
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941		State Contractor' (See Ch. 18.27, F		mber	
ddendum acknowledgement #1	#2_	#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 04/07/2020

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

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



# Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**January 26, 2021**), 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 □ Corporation □ Joint Venture □ 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:

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

	Specification No.			
	Name of Bidder:			
State Responsibility and Reciprocal	Bid Preference Information			
Certificate of registration as a contractor (Must be in effect at the time of bid submittal):	Number: Effective Date:			
Current Washington Unified Business Identifier	Number:			
(UBI) Number:				
Do you have industrial insurance (workers' compensation)	□ Yes □ No			
Coverage nor your employees working in Washington?	☐ Not Applicable			
Washington Employment Security Department Number	Number:			
	☐ Not Applicable			
Markington Dagaston and of Dagaston at the service to	Newstran			
Washington Department of Revenue state excise tax Registration number:	Number:			
	☐ Not Applicable			
Tarra variable and d'annia PC and forma hild Para annia de Pa				
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			
f incorporated, in what state were you incorporated?	State: Not Incorporated			
f not incorporated, in what state was your business	State:			
entity formed?				

☐ Yes

□ No

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

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?

# **List of Subcontractor Categories of Work**

Project Name	
and/or plumbing, as des RCW must be listed bel	re proposed to perform the work of heating, ventilation and air conditioning, scribed in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 low. This information must be submitted with the bid proposal or within shed bid submittal time via email to bids@cityoftacoma.org.
installation must be liste	re proposed to perform the work of structural steel installation and/or rebared below. This information must be submitted with the bid proposal or rs of the published bid submittal time via email to rg.
result in your bid being work to be performed i	actors or naming more than one subcontractor to perform the same work will non-responsive. Contractors self-performing must list themselves below. The is to be listed below the subcontractor(s) name. If no subcontractor is listed to be listed to be subcontractor to perform those lowledges that it does not intend to use any subcontractor to perform those
Subcontractor Name Work to be Performed	

# **EIC REQUIREMENT FORM**

### **EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:**

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

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises 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. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

### **Equity in Contracting Requirements**

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
1%	4%	7%

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

<u>www.cityoftacoma.org/sbe</u> www.omwbe.diversitycompliance.com\*

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

CCD/SBE: ES20-0003F Date of Record: 8.18.2020

<sup>\*</sup>For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.



Community & Economic Development Office of Equity in Contracting 747 Market Street, Rm 900 Tacoma WA 98402 City of Tacoma 253-591-5075

# **EQUITY IN CONTRACTING UTILIZATION FORM**

TED BID.	
the EVALUATED BID.	
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nis forr	ddition

- Prime contractors are encouraged to solicit bids from EIC approved firms. Be sure to include this form with your bid submittal in order to receive EIC credit.
- It is the prime contractor's responsibility to check the certification status of EIC contractors prior to the submittal deadline.

Bidder's Name:							
Address:			City/State/Zip:				
Spec. No Base Bid * \$_	\$		Complete company names and phone numbers are required to verify your EIC usage.	mes and phone numbe	ers are required to	verify your EIC u	sage.
a. Company Name and Telephone Number	b. c. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	%	k. SBE Util	SBE Utilization %			

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

Signature of Responsible Officer

Type or Print Name of Responsible Officer / Title

# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

# CONTRACT

Resolution No. Contract No.

This Contract is made and entered into effective this \_\_\_\_\_ day of ,20 , ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("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. ES20-0003F and Stormwater, Wastewater & Water Main Replacement Project S. Cushman Ave. from S. 21<sup>st</sup> St. to S. 28<sup>th</sup> St. together with all authorized addenda.
  - Contractor's submittal (or specifically described portions thereof) dated January 12, 2021 submitted in response to Specification No. ES20-0003F and Stormwater, Wastewater & Water Main Replacement Project – S. Cushman Ave. from S. 21<sup>st</sup> St. to S. 28<sup>th</sup> St.
  - 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.

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. 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
  - 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
  - \$ , plus any applicable taxes.
- V. 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.
- VI. 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.
- VII. 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 these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if

Supplies\_PurchasedServices\_PW Form No. SPEC-120A CW######
Template Revised: 06/21/2019 Page 1 of 2

- applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- 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.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

CONTRACTOR:

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

Ву:	By:
	(City of Tacoma use only - blank lines are intentional)
	Director of Finance:
	City Attorney (approved as to form):
	Approved By:

Approved By:

CITY OF TACOMA:



# PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

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

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

### **GENERAL RELEASE TO THE CITY OF TACOMA**

The undersigned, named as th	e contractor forProject / Spec. #
between(Themselves or Itself)	and the City of Tacoma,
	, 20, hereby releases the City of
Tacoma, its departmental officers and	agents from any and all claim or claims
whatsoever in any manner whatsoeve	r 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 retain	ed by the City of Tacoma under said contract,
to-wit the sum of \$	
Signed at Tacoma, Washington tl	his day of, 20
	Contractor
	Ву
	Title

## PART II

# ENVIRONMENTAL SERVICES DEPARTMENT SPECIAL PROVISIONS

## **Table of Contents**

IN	ITRODUCTION	1
D	ESCRIPTION OF WORK	1
1-	-01 DEFINITIONS AND TERMS	2
	1-01.3 Definitions	2
1-	-02 BID PROCEDURES AND CONDITIONS	4
	1-02.1 Prequalification of Bidders	4
	1-02.1 Qualifications of Bidder	4
	1-02.2 Plans and Specifications	5
	1-02.4(1) General	5
	1-02.4(2) Subsurface Information	5
	1-02.5 Proposal Forms	5
	1-02.6 Preparation of Proposal	6
	1-02.7 Bid Deposit	7
	1-02.9 Delivery of Proposal	7
	1-02.10 Withdrawing, Revising, or Supplementing Proposal	8
	1-02.12 Public Opening of Proposals	8
	1-02.13 Irregular Proposals	9
	1-02.14 Disqualification of Bidders	9
	1-02.15 Pre Award Information	.11
1-	-03 AWARD AND EXECUTION OF CONTRACT	.11
	1-03.1 Consideration of Bids	.11
	1-03.2 Award of Contract	.11
	1-03.3 Execution of Contract	.12
	1-03.4 Contract Bond	.12
	1-03.5 Failure to Execute Contract	.13
1-	-04 SCOPE OF THE WORK	.13
	1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda	.13
	1-04.6 Variation in Estimated Quantities	
1.	-05 CONTROL OF WORK	
•	1-05.3 Plans and Working Drawings	
	1-05.3 Submittals	
	1-05.3(1) Submittal Schedule	
	1-05.3(2) Submittal Procedures	
	1-05.3(3) Engineer's Review of Submittals	
	· · · · · · · · · · · · · · · · · · ·	-

1-05.3(4) Resubmittals	16
1-05.3(5) Submittal Requirements by Section	16
1-05.3(6) Project Red Line Drawings	18
1-05.3(8) Clarifications	19
1-05.4 Conformity With and Deviations from Plans and Stakes	19
1-05.4(1) Roadway and Utility Surveys	19
1-05.7 Removal of Defective and Unauthorized Work	20
1-05.11 Final Inspection	20
1-05.11 Final Inspections and Operational Testing	20
1-05.11(1) Substantial Completion Date	20
1-05.11(2) Final Inspection and Physical Completion Date	21
1-05.11(3) Operational Testing	22
1-05.12(1) One-Year Guarantee Period	22
1-05.13 Superintendents, Labor and Equipment of Contractor	23
1-05.15 Method of Serving Notices	23
1-05.16 Water and Power	23
1-05.19 Project Management Communications	23
1-05.19(1) Summary	23
1-05.19(2) Training & Support	23
1-05.19(3) Authorized Users	24
1-05.19(4) Communications	24
1-05.19(5) Record Keeping	25
1-05.19(6) Minimum Equipment Requirements	25
1-06 CONTROL OF MATERIAL	25
1-06.1 Approval of Materials Prior To Use	25
1-06.1(1) Qualified Products List (QPL)	26
1-06.1(2) Request for Approval of Material (RAM)	26
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	26
1-07.1 Laws to be Observed	26
1-07.2 State Taxes	27
1-07.2(3) Services	27
1-07.9 Wages	27
1-07.9(5) Required Documents	27
1-07.15 Temporary Water Pollution/Erosion Control	27
1-07.15(1) Spill Prevention, Control and Countermeasures Plan	
1-07.16 Protection and Restoration of Property	31

1-07.16(1) Private/Public Property	31
1-07.17 Utilities and Similar Facilities	32
1-07.18 Public Liability and Property Damage Insurance	33
1-07.18 Insurance	33
1-07.23 Public Convenience and Safety	33
1-07.23(1) Construction Under Traffic	33
1-07.23(1) Construction under Traffic	33
1-07.23(2) Construction and Maintenance of Detours	37
1-07.24 Rights of Way	37
1-08 PROSECUTION AND PROGRESS	38
1-08.0 Preliminary Matters	39
1-08.0(1) Preconstruction Conference	39
1-08.0(2) Hours of Work	39
1-08.0(3) Reimbursement for Overtime Work of Contracting Agence	y Employees40
1-08.1 Subcontracting - D/M/WBE Reporting	40
1-08.4 Prosecution of Work	40
1-08.4 Notice to Proceed and Prosecution of Work	40
1-08.5 Time for Completion	41
1-08.9 Liquidated Damages	42
1-09 MEASUREMENT AND PAYMENT	42
1-09.2(1) General Requirements for Weighing Equipment	42
1-09.6 Force Account	42
1-09.9 Payments	43
1-09.9(1) Retainage	44
1-09.13(3)A Administration of Arbitration	44
1-10 TEMPORARY TRAFFIC CONTROL	45
1-10.1(2) Description	45
Traffic Control Management	45
1-10.2(1) General	45
1-10.3(3)A Construction Signs	46
1-10.3(3)C Portable Changeable Message Sign	
1-10.4(2) Item Bids with Lump Sum for Incidentals	
2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP	46
2-01.1 Description	46
2-01.2 Disposal of Usable Material and Debris	47
2-01.3(1) Clearing	47

2-01.3(2) Grubbing	47
2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	48
2-02.1 Description	48
2-02.3 Construction Requirements	48
2-02.3(3) Removal of Pavement, Sidewalks, and Curbs	48
2-02.4 Measurement	48
2-02.5 Payment	48
2-03 ROADWAY EXCAVATION AND EMBANKMENT	49
2-03.1 Description	49
2-03.3(5) Slope Treatment	49
2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters	49
2-07 WATERING	49
2-07.3 Construction Requirements	49
2-07.3(1) Water Supplied from Hydrants	50
2-09 STRUCTURE EXCAVATION	50
2-09.4 Measurement	50
2-09.5 Payment	50
2-14 PAVEMENT REMOVAL	51
2-14.1 Description	51
2-14.2 Pavement Classification	51
2-14.3 Construction Requirements	52
2-14.4 Measurement	52
2-14.5 Payment	52
2-15 CURB AND CURB AND GUTTER REMOVAL	53
2-15.1 Description	53
2-15.2 Curb Classification	53
2-15.3 Construction Requirements	53
2-15.4 Measurement	53
2-15.5 Payment	53
2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC	54
2-16.1 Description	54
2-16.2 Vacant	54
2-16.3 Construction Requirements	54
2-16.4 Measurement	54
2-16.5 Payment	54
3-04 ACCEPTANCE OF AGGREGATE	55

	3-04.1 Description	55
	3-04.3(1) General	55
	3-04.3(4) Testing Results	55
	3-04.3(6) Statistical Evaluation	55
4	-04 BALLAST AND CRUSHED SURFACING	55
	4-04.2 Materials	55
	4-04.4 Measurement	55
	4-04.5 Payment	55
5	-04 HOT MIX ASPHALT	56
	5-04.2 Materials	56
	5-04.2(1) How to Get an HMA Mix Design on the QPL	56
	5-04.2(2) Mix Design – Obtaining Project Approval	56
	5-04.2(2)B Using HMA Additives	57
	5-04.3 Construction Requirements	58
	5-04.3(2) Paving Under Traffic	58
	5-04.3(3)C Pavers	58
	5-04.3(3)D Material Transfer Device or Material Transfer Vehicle	58
	5-04.3(4)C Pavement Repair	58
	5-04.3(6) Mixing	59
	5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA	59
	5-04.3(9) HMA Mixture Acceptance	59
	5-04.3(9)A Test Sections	59
	5-04.3(9)B Mixture Acceptance – Statistical Evaluation	60
	5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation	60
	5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots	60
	5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots	60
	5-04.3(9)E Mixture Acceptance - Notification of Acceptance Test Results	61
	5-04.3(10)B HMA Compaction - Cyclic Density	61
	5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots	61
	5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing	61
	5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing	61
	5-04.4 Measurement	62
	5-04.5 Payment	62
5	-05 CEMENT CONCRETE PAVEMENT	63
	5-05.1 Description	63
	5-05.3 Construction Requirements	63

5-0	05.3(1) Concrete Mix Design for Paving	63
5-0	05.3(4)A Acceptance of Portland Cement Concrete Pavement	63
5-0	05.3(8) Joints	64
5-0	05.3(8)D Isolation Joints	64
5-0	05.3(8)E Sealing Through Joints	64
5-0	05.3(11) Finishing	65
5-0	05.3(12) Surface Smoothness	65
5-0	05.3(14) Cold Weather Work	66
5-0	05.4 Measurement	66
5-0	05.5 Payment	66
6-02	CONCRETE STRUCTURES	66
6-0	02.3(2)B Commercial Concrete	66
7-04	STORM SEWERS	67
7-05	MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS	67
7-0	05.1 Description	67
7-0	05.2 Materials	67
7-0	05.3 Construction Requirements	67
7-0	05.3(1) Adjusting Manholes and Catch Basins to Grade	67
7-0	05.3(1) Adjusting Utility Structures to Grade	68
7-0	05.3(3) Connections to Existing Manholes	68
7-0	05.4 Measurement	68
7-0	05.5 Payment	68
7-07	CLEANING EXISTING DRAINAGE STRUCTURES	69
7-0	07.3 Construction Requirements	69
7-08	GENERAL PIPE INSTALLATION REQUIREMENTS	69
7-0	08.3(1)C Bedding the Pipe	69
7-0	08.3(2)F Plugs and Connections	69
7-0	08.3(2)G Jointing of Dissimilar Pipe	70
7-0	08.3(3) Backfilling	70
7-0	08.3(5) Temporary Bypass Pumping	70
7-0	08.3(5)A General Requirements	70
7-0	08.3(5)B Backup Equipment and Monitoring	71
7-0	08.3(5)C Flow for Bypass System Design	71
7-0	08.3(5)D Bypass Pumping Plan	72
7-0	08.3(6) Abandon Existing Pipe	72
7-0	08.4 Measurement	73

7-08.5 Payment	73
7-17 SANITARY SEWERS	73
7-17.1 Description	73
7-17.2 Materials	73
7-17.3(2)A General	74
7-17.3(2)H Television Inspection	74
7-17.4 Measurement	76
7-17.5 Payment	76
7-18 SIDE SEWERS	77
7-18.1 Description	77
7-18.3(1) General	77
7-18.4 Measurement	77
7-18.5 Payment	78
7-19 SEWER CLEANOUTS	78
7-19.3 Construction Requirements	78
7-19.5 Payment	78
8-01 EROSION CONTROL AND WATER POLLUTION CONTROL	NTROL78
8-01.1 Description	78
8-01.3(1) General	78
8-01.3(1)A Submittals	79
8-01.3(1)B Erosion and Sediment Control (ESC) Lead	80
8-01.3(2) Seeding, Fertilizing, and Mulching	81
8-01.3(2)B Seeding and Fertilizing	81
8-01.3(2)E Tackifiers	81
8-01.3(8) Street Cleaning	81
8-01.3(9)D Inlet Protection	81
8-01.4 Measurement	82
8-01.5 Payment	
8-02 ROADSIDE RESTORATION	83
8-02.2 Materials	83
8-02.3 Construction Requirements	83
8-02.3(5) Planting Area Preparation	
8-02.3(6) Soil Amendments	84
8-02.3(10) Fertilizers	84
8-02.3(11) Bark or Wood Chip Mulch	84
8-02.3(13) Plant Establishment	84

8-0	02.3(14) Plant Replacement	85
8-0	02.3(17) Site Restoration	85
8-0	02.3(18) Tree Protection	85
8-0	02.4 Measurement	86
8-0	02.5 Payment	86
8-04	CURBS, GUTTERS, AND SPILLWAYS	87
8-0	04.1 Description	87
8-0	04.3 Construction Requirements	87
8-0	04.3(1) Cement Concrete Curbs, Gutters, and Spillways	87
8-0	04.3(6) Cold Weather Work	87
8-0	04.4 Measurement	88
8-0	04.5 Payment	88
8-06	CEMENT CONCRETE DRIVEWAY ENTRANCES	88
8-0	06.3 Construction Requirements	88
8-0	06.3(1) Cold Weather Work	88
8-0	06.4 Measurement	89
8-0	06.5 Payment	89
8-13	MONUMENT CASES	89
8-13	Monuments	89
8-1	13.1 Description	89
8-1	13.2 Materials	89
8-1	13.3 Construction Requirements	89
8-1	13.4 Measurement	89
8-1	13.5 Payment	90
8-14	CEMENT CONCRETE SIDEWALKS	90
8-1	14.3 Construction Requirements	90
8-1	14.3(3) Placing and Finishing Concrete	90
8-1	14.3(4) Curing	90
8-1	14.3(20) Cold Weather Work	90
8-1	14.3(21) Thickened Edge for Sidewalk	90
8-1	14.5 Payment	90
8-22	PAVEMENT MARKING	91
8-2	22.1 Description	91
8-2	22.2 Materials	91
8-2	22.3 Construction Requirements	91
8-2	22.4 Measurement	91

8-2	22.5 Payment	92
9-03	AGGREGATES	92
9-0	03.21 Recycled Material	92
9-0	03.21(1) General Requirements	92
9-08	PAINTS AND RELATED MATERIALS	92
9-0	08.20 Painting Surfaces Systems	92
9-0	08.20(2) Concrete	92
9-14	EROSION CONTROL AND ROADSIDE PLANTING	93
9-1	14.1 Soil	93
9-1	14.1(1) Topsoil Type A	93
9-1	14.4 Mulch and Amendments	93
9-1	14.4(3) Bark or Wood Chip Mulch	93
9-1	14.4(8) Compost	94
9-28	SIGNING MATERIALS AND FABRICATION	94
9-2	28.1 General	94
9-2	28.9 Fiberglass Reinforced Plastic Signs	94

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INTRODUCTION (******)
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The following special provisions shall be used in conjunction with the "2020 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:

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

 **Due to the COVID-19 Pandemic a pre-proposal meeting** will be held via conference call at 10:00 A.M. PST, February 1, 2021. The phone number is **1-888-850-4523** and the conference code is **544766**. This conference call will answer questions regarding the Equity In Contracting (EIC) Program and Local Employment and Apprenticeship Training Program (LEAP) requirements included in the Contract. Prospective bidders are urged to call in.

# DESCRIPTION OF WORK (\*\*\*\*\*\*)

This Contract shall generally consist of the removal and replacement of 2,160 linear feet of 8-inch diameter wastewater sewer main, construction of new 709 linear feet of 8-inch through 15-inch diameter stormwater pipes, removal and replacement of 2,090 linear feet of water main, temporary bypass pumping, removal and replacement of 8 blocks of roadway with asphalt and concrete pavement, associated curb ramp replacements, and roadside restoration.

### **END OF SECTION**

### 1 1-01 **DEFINITIONS AND TERMS** 2 3 4 1-01.3 Definitions 5 (January 4, 2016 APWA GSP) 6

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

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### **Dates**

### Bid Opening Date

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

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.

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Supplement this Section with the following:

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All references in the Standard Specifications, Amendments, 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".

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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**

29 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".

1 2 3	All references in the Standard Specifications to the term "Proposal Bond" shall be revised to read "Bid Bond."
4 5 6 7 8 9	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.
10 11 12 13	Calendar Day The time period of 24 hours measured from midnight to the next midnight, including weekends and holidays.
14 15 16 17 18	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.
19 20 21 22	Day Unless otherwise specified, a calendar day.
23 24 25 26	<b>Deductive</b> 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.
27 28 29 30 31	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.
32 33 34 35	Standard Specifications Divisions One through Nine of the specified edition of the WSDOT "Standard Specifications for Road, Bridge, and Municipal Construction."
36 37 38	END OF SECTION
39 40 41	1-02 BID PROCEDURES AND CONDITIONS
42 43 44	<b>1-02.1 Prequalification of Bidders</b> Delete this section and replace it with the following:
45 46 47	1-02.1 Qualifications of Bidder (January 24, 2011 APWA GSP)
48	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 (June 27, 2011 APWA GSP)

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.

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

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

# 1-02.4(1) General (August 15, 2016 APWA GSP Option B)

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

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

# 1-02.4(2) Subsurface Information (March 8, 2013 APWA GSP)

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, <u>if and when included</u> as an appendix to the Special Provisions, shall be considered as part of the Contract.

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

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment

of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

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

 Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

The fourth paragraph is revised to read: (\*\*\*\*\*\*)

The bidder shall submit the following completed forms:

City of Tacoma – Equity in Contracting Utilization Form

### 1-02.7 Bid Deposit

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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 a form acceptable to the Contracting Agency 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 a Bid Bond is furnished, the form furnished by the Contracting Agency must be followed. No variations from the language thereof will be accepted.

If submitting your bid electronically, a scanned version of the original bid bond must accompany your electronic bid submittal. The original bid bond shall be sent to the Contracting Agency and postmarked no later than the day of bid opening.

### Original bid bonds will be delivered to:

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

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

### 1-02.9 Delivery of Proposal

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Delete this section and replace it with the following:

Each Proposal shall be submitted to the City electronically via email to bids@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 ensure proper handling and delivery. All electronic documents shall be in PDF format.

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

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

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

If submitted after the Bid Proposal is due, the document(s) must be submitted via email to bids@cityoftacoma.org, with "Supplemental Information" noted in the subject line. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

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

# 1-02.10 Withdrawing, Revising, or Supplementing Proposal (\*\*\*\*\*)

( Delete

Delete this section, and replace it with the following:

After submitting an electronic 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 bids@cityoftacoma.org, and

The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and

 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. Mailed, emailed, or faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

# 1-02.12 Public Opening of Proposals (\*\*\*\*\*\*)

The first paragraph of this section shall be deleted and replaced with the following:

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2	Proposals will be opened and publicly read via webcast at the time indicated in the call
3	for Bids unless the Bid opening has been delayed or canceled.
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5	This public bid opening will be held via webinar. Please use the link below or on the
6	Request for Bids page to join the webinar:
7	
8	https://us02web.zoom.us/j/83250498294
9	

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

11 12 1-02.13 Irregular Proposals

### (October 18, 2013 Tacoma GSP)

Delete this section and replace it with the following:

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

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

Delete this section and replace it with the following:

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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

- 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
- 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
- the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
- 8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
- 9. there are any other reasons deemed proper by the Contracting Agency; or
- 10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in the Special Notice to Bidders; or
- 11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If

the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

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

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all

materials to be used,

 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,

the bidder is the lowest responsible bidder.

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

# END OF SECTION

### 1-03 AWARD AND EXECUTION OF CONTRACT

# 1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)
Revise the first paragraph to read:

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

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

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

# 1-03.3 Execution of Contract (October 1, 2005 APWA GSP)

Revise this section to read:

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, and a satisfactory bond as required by law and Section 1-03.4. 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 <u>the</u> 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).

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

The first sentence is revised to read:

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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

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### **END OF SECTION**

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### 1-04 SCOPE OF THE WORK

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### 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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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.

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

This section is supplemented with the following:

The quantities for "Street Cleaning", "PVC C900 Sanitary Sewer Pipe 6-In. Diam.", and "PVC SDR 35 Sanitary Sewer Pipe 6-In. Diam." have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

### **END OF SECTION**

### 1-05 CONTROL OF WORK

# 1-05.3 Plans and Working Drawings (January 6, 2015 Tacoma GSP)

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

### 1-05.3 Submittals

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

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

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

- Shop Drawings/Plans
- Samples

Product Data

- Reports
- Material Submittals (Ref. 1-06)
- Progress Schedules (Ref. 1-08.3)
- Guarantees/Warranties (Ref. 1-05.10)

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

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

### 1-05.3(1) Submittal Schedule

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

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

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

### 1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

Each submittal shall indicate the following:

1. The intended use of the item in the work;

2. Clearly indicate only applicable items on any catalog cut sheets;

 3. The current revision, issue number, and data shall be indicated on all drawings and other descriptive data.

4. Description of Submittal.

 6. Each material submittal shall clearly indicate the name and address of all suppliers, processors, distributors, and/or producers from which the

Contractor directly purchased each material.

5. Related Specification Section and/or plan sheet.

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

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

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

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

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

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

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

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

#### 1-05.3(4) Resubmittals

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

 When corrected copies are resubmitted, the Contractor shall in writing direct specific attention to all revisions and shall list separately any revision made other than those called for by the Engineer on previous submittals. e-Builder® will assign the resubmittal number of the original submittal followed by a revision number (1, 2, etc.) to indicate the sequence of the resubmittal.

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

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

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

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

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

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources

1-06.1(2)	Request for Approval of Material
1-06.1(2)	Manufacturer's Certificate of Compliance
1-00.3	Temporary Water Pollution/Erosion Control Plan
1-07.15	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-07.16(1)	
	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9 1-10.2	Schedule Of Values Traffic Control Plan
2-07.3(1)	Hydrant Permit
2-09.3(4) 4-04.2	Engineered Shoring Design for Depths Over 20 Feet
	Crushed Surfacing Top Course
4-04.2	Recycled Concrete Aggregate
5-04.2(2)	Asphalt Mix Design Certification
5-05.3(1)	Concrete Mix Design
5-05.3(8)	Concrete Jointing Plan
7-05.2	Manhole 48-In. Diam. Type 1
7-05.2	East Jordan Iron Works Castings
7-05.2	Kor-N-Seal Connector
7-05.2	GPK Products, Inc. Adapter
7-05.2	Catch Basin Type 1
7-05.2	Catch Basin Type 1 with Combination Inlet
7-05.2	Catch Basin Type 2 48-In. Diam.
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Storm Sewer Bypass Plan
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan
7-08.3(6)	Pipe Abandonment Plan
7-08.3(6)	CDF Mix Design
7-17.2	PVC SDR 35 Pipe Materials
7-17.2	PVC C900 Pipe Materials
7-17.2	Ductile Iron Pipe Materials
7-17.3(2)H	Television Reports and Videos
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-01	NPDES Construction Stormwater General Permit Transfer of
2.24.2	Coverage
8-01.2	Inlet Protection
8-01.2	Seed Mix
8-02.2	Bark or Wood Chip Mulch
8-02.2	Soil Amendment
8-02.2	Plants
8-02.2	Site Restoration Materials
8-02.2	Tree Protection Materials
8-04	Cement Concrete Traffic Circle Materials
8-06.2	Conduit with End Cap Materials
8-14.2	Detectable Warning Pad
8-22.2	ADA Parking Symbol Pavement Marking Materials
8-22.2	Double Yellow Pavement Marking Materials

### 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.
- 4. Mark any new information.
- 5. Keep accurate measurements of horizontal and vertical locations of underground services and utilities.
- 6. Mark any changes made where installation varies from that shown originally, such as, in materials, 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.

3 4 B. Format: 5 6 Identify and date each print; include the designation "PROJECT RED LINE 7 DRAWINGS" in a prominent location. 8 9 1. Prints: Organize Red Line Drawings into manageable sets. Include identification on cover sheets. 10 2. Identify cover sheets as follows: 11 Specification No. 12 Project Name 13 14 Date "PROJECT RED LINE DRAWINGS" 15 16 Name of Engineer 17 Name of Contractor 3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line 18 Drawings and submit, on a CD-R, in pdf format. 19 20 The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all 21 22 costs associated with, including but not limited to, documenting, revising, updating, maintaining, and submitting red line drawings at the completion of construction work. 23 24 25 1-05.3(8) Clarifications 26 27 Clarifications of the Contract intent shall be submitted via a Request for Information (RFI) using e-Builder® as described in Section 1-05.19 of the Special Provisions. The 28 Contractor shall provide a clear and concise clarification question, specific project 29 30 document reference such as plan detail number or specification number, proposed 31 solution to the clarification question, and provide any supporting documentation 32 necessary to understand the clarification question. 33 34 Request for Information responses provided by the Contracting Agency shall be 35 incorporated into the Project Red-Line Drawings, if resulting in a change to the Contract 36 Plans. 37 Request for Information responses provided by the Contracting Agency shall not be 38 39 construed to be a change to the Contract Documents. 40 41 1-05.4 Conformity With and Deviations from Plans and Stakes Add the following two new sub-sections: 42 43 44 1-05.4(1) Roadway and Utility Surveys (October 1, 2005 APWA GSP) 45 46 47 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall 48 49 generally consist of one initial set of: 50 1. Slope stakes for establishing grading;

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

identification, where applicable.

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3. Centerline finish grade stakes for pavement sections wider than 25 feet; and

4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

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

# 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.

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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.

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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.

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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.

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

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35 36 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.

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41 42 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

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

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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 1-05.13 Superintendents, Labor and Equipment of Contractor 2 (August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

## 1-05.15 Method of Serving Notices (March 25, 2009 APWA GSP)

Revise the second paragraph to read:

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

Add the following new section:

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

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

Add the following new section:

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

#### 1-05.19(1) Summary

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

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

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

### 1-05.19(2) Training & Support

A group training session scheduled by the Contracting Agency will be provided for the Contractor at a City of Tacoma training facility. The training session duration is generally 4 hours. The Contractor's e-Builder® users are required to attend the scheduled training

sessions that they are assigned to. Requests for specific scheduled classes will be on a first come first served basis by availability.

### 1-05.19(3) Authorized Users

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

1. The City will provide the Contractor with up to four licensed user accounts for the duration of the project. The sharing of user accounts is prohibited.

Additional licensed user accounts may be purchased from e-Builder®.

3. Authorized users will be contacted via e-mail with a temporary user password. The user shall update the required information at their first log-in and be responsible for proper password protection.

4. Only entities with a direct Contract with the Contracting Agency will be allowed to be an authorized user.

#### 1-05.19(4) Communications

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

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

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

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

4. Except for paper documents which require original signatures and large format documents (greater than 11 x 17 inches), all other documents shall be submitted by transmission in electronic form to the e-Builder® web site by licensed users.

a. Large format documents may be transmitted by hardcopy and electronically via e-Builder® as otherwise agreed, or as otherwise noted in the specifications.

b. Electronic processes and document types that shall be managed via e-Builder® include, but are not limited to:

i. Request for Information (RFI)

ii. Change Order (CO)

 iii. Submittalsiv. Transmittals, including record of documents and materials delivered in hard copy

v. Meeting Minutes

vi. Application for Payments

1	vii. Review Comments
2	viii. Inspector's Daily Field Reports (IDR)
3	ix. Construction Photographs
4	x. Drawings
5	xi. Supplemental Sketches
6	xii. Schedules
7	xiii. Specifications
8	xiv. Inspection Reports
9	xv. Survey Requests
10	xvi. TV Inspection Requests
11 12	1-05.19(5) Record Keeping
13	5 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
14	1. The Contracting Agency, their representatives, and the Contractor shall respond
15 16	to electronic documents received from e-Builder® and consider them as if received in paper document form.
17	2. The Contracting Agency, their representatives, and the Contractor reserve the
18	right to reply or respond through e-Builder® to documents actually received in
19	paper document form.
20	3. The following are examples of paper documents which may require an original
21	signature:
22	a. Contract
23	b. Change Orders
24	c. Application & Certificates for Payment
25	d. Force Account and Protested Force Account forms
26	
27	1-05.19(6) Minimum Equipment Requirements
28	In addition to other requirements and officed in this Coation, the Contractor shall be
29	In addition to other requirements specified in this Section, the Contractor shall be
30 21	responsible for providing suitable computers, necessary software and internet access to utilize e-Builder®. Furthermore, Microsoft Word, Microsoft Excel, and Adobe Acrobat
31 32	Reader (compatible with current versions) are required. Contact e-Builder® for any
32 33	additional equipment requirements and support at the following website: http://www.e-
34	builder.net/services/support.
35	builder. Hely services/support.
36	No separate payment will be made for the use of e-Builder®, as this will be considered
37	incidental to the Contract. All costs incurred to carry out the requirements of utilizing and
38	maintaining e-Builder®, including but not limited to, labor, training, equipment, and
39	required software are the sole responsibility of the Contractor.
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41	END OF SECTION
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44	1-06 CONTROL OF MATERIAL
45	40044 L. (M. 4. 1. D. 1. T. 11
46	1-06.1 Approval of Materials Prior To Use
47	(September 15, 2010 Tacoma GSP)

The first sentence is revised to read:

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

The Contractor shall use the Aggregate Source Approval (ASA) Database.

otherwise:

approved.

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

QPL's are not accepted by the City.

This section is deleted in its entirety:

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

This section is revised in its entirety to read:

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

1-07

shall apply.

for removal of injured persons to a hospital or a doctor's care.

the Washington Industrial Safety and Health Act of 1973 (WISHA).

For aggregates, the Contractor shall notify the Engineer of all proposed aggregates.

1. Shall be new, unless the Special Provisions or Standard Specifications permit

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

**END OF SECTION** 

LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

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

paramount administrative agency responsible for the administration of the provisions of

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

The Washington State Department of Labor and Industries shall be the sole and

4. Shall not be used in the Work if they become unfit after being previously

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

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

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

#### 1-07.9 Wages

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

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

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

This section is supplemented with the following:

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

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

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

This section is supplemented with the following:

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

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

Discharge permit shall be required for all discharges to the sanitary sewer system.

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

This section is revised to read:

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

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

#### **Implementation Requirements**

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

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

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

Placing materials or equipment in staging or storage areas.
 Refueling, washing, or maintaining equipment.
 Stockpiling contaminated materials.

### **SPCC Plan Element Requirements**

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

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

### 2. Spill Reporting

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

3. Project and Site Information

Describe the following items:

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

#### 4. Potential Spill Sources

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

- A. Name of material and its intended use.
- B. Estimated maximum amount on-site at any one time.
- C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
- D. Decontamination location and procedure for equipment that comes into contact with the material.
- E. Disposal procedures.
- F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.
- 5. Pre-Existing Contamination

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

6. Spill Prevention and Response Training
Describe how and when all personnel (including refueling Contractors and
Subcontractors) will be trained in spill prevention, containment, and response in

accordance with the Plan. Describe how and when all spill responders will be trained in accordance with WAC 296-824.

### 7. Spill Prevention

Describe the following items:

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

8. Spill Response

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

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

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

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

9. Project Site Map

Provide a map showing the following items:

- A. Site location and boundaries.
- B. Site access roads.

1		Drainage pathways from the site.
2		Nearby waterways and sensitive areas.
3 4	⊏.	<ul> <li>Hazardous materials, equipment, and decontamination areas identified in 4, above.</li> </ul>
5	F	Pre-existing contamination or contaminant sources described in 5, above.
6		Spill prevention and response equipment described in 7 and 8, above.
7		
8	10.	Spill Report Forms
9		rovide a copy of the spill report form(s) that the Contractor will use in the event
10	of	a release or spill.
11	Dovmont	
12 13	Payment Payment	will be made in accordance with Section 1-04.1 for the following Bid item when
14	•	ded in the Proposal:
15	11 10 1110101	and in the Proposali
16	"SPC	C Plan," lump sum.
17		
18		written SPCC Plan is accepted by the Contracting Agency, the Contractor
19	shall rece	eive 50-percent of the lump sum Contract price for the plan.
20 21	The reme	sining 50 percent of the lump our price will be paid ofter the meterials and
22		aining 50-percent of the lump sum price will be paid after the materials and not called for in the plan are mobilized to the project.
23	equipitiei	it called for in the plan are mobilized to the project.
24	The lump	sum payment for "SPCC Plan" shall be full pay for:
25	•	
26	1. Al	I costs associated with creating the accepted SPCC Plan.
27		
28		I costs associated with providing and maintaining the on-site spill prevention
29 30	ec	quipment described in the accepted SPCC Plan.
31	3 AI	I costs associated with providing and maintaining the on-site standby spill
32		sponse equipment and materials described in the accepted SPCC Plan.
33		
34		I costs associated with implementing the spill prevention measures identified in
35	th	e accepted SPCC Plan.
36	<b>г</b> л	I contain a considered with a selection the CDCC Diagram as required by this
37 38		I costs associated with updating the SPCC Plan as required by this pecification.
39	اح	Decinication.
40	As to other	er costs associated with releases or spills, the Contractor may request payment
41		ed for in the Contract. No payment shall be made if the release or spill was
42	caused b	y or resulted from the Contractor's operations, negligence, or omissions.
43		
44	1-07.16 F	Protection and Restoration of Property
45 46	1-07 16/1	) Private/Public Property
40 47	•	13, 2011 Tacoma GSP)
48		ion is supplemented with the following:
10		•

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 (March 7, 2017 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
- CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
   OR Amber Uhls, Gas, phone: (253) 476-6137
- CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-9830
- 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

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

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

#### 1-07.18 Public Liability and Property Damage Insurance

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

### 1-07.18 Insurance (\*\*\*\*\*\*)

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:

A copy of the City of Tacoma Insurance Requirements is included in Part IV.

#### 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:

Accessibility 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:

South Cushman Avenue<sup>^</sup>, South 21<sup>st</sup> Street, South 23<sup>rd</sup> Street, South 25<sup>th</sup> Street\*, South 28<sup>th</sup> Street\*, and associated alleys shall remain fully open to vehicular and pedestrian traffic at all times.

#### **EXCEPTION:**

 Arterial roadways (those identified with an "\*" in this list above) shall remain open to two-way traffic in independent lanes at all times. Depending on project work intersecting the arterial roadways, the maintained two-way traffic may be

permitted to be shifted within the overall roadway space in order to maintain the independent two-way flow and may then require commensurate restrictions related to any applicable on-street parking along the arterial roadway. Any work/work zone within an arterial roadway that requires a shift of travel lanes (in order to maintain two-way traffic) is restricted to doing so only from 9 AM to 3 PM. Any work/work zone within an arterial roadway that only impacts parking is permitted to be in effect from 7 AM to 5 PM with proper 72-hour, minimum advance notice of parking restrictions. Contractor shall reopen the street and all parking areas at the conclusion of each work day unless supporting extenuating circumstances are presented in advance and approved for continuous presence with associated traffic/parking control provisions. 

- Non-arterial roadways marked with a "^" in the list above cannot be fully closed (with the only potential exception being for final paving efforts), but based on the project's scope of work a directional closure may be permitted while maintaining local property access. The directional closure would have accompanying parking restrictions imposed and the closure would only be permitted for certain extents and durations commensurate with the project's scope of work as approved through the submittal of the associated traffic control plan.
- Non-arterial roadways marked with a "#" in the list above must maintain twoway traffic based on the circulation impact for property access. However, twoway traffic may be facilitated via one-way flagger control for these roadways during active working hours, and must be restored to two-way (pre-project equivalent) traffic flow conditions during non-working hours.
- All other non-arterial roadways not addressed above/herein can be closed to through traffic commensurate with project work needs/extents active at a given time, although paralleling non-arterial closures are not permitted concurrently. Local traffic and property access shall be maintained at all times, and when in proximity to (in-session) schools and/or working on arrival/departure routes for (in-session) schools, the working times shall be limited to 9:30 AM and 2:30 PM on weekdays (school days) or on weekends from 9 AM to 9 PM. Otherwise, typical working hours would apply as further conditioned herein. Contractor shall reopen the street and all parking areas at the conclusion of each work day unless supporting extenuating circumstances are presented in advance and approved for continuous presence with associated traffic/parking control provisions.
- Alleys must remain open and viable at all times and only minor encroachments would be permitted as needed and so long as they do not impede the intended use of the alley. Use of alleys may also be a vital component of other traffic control allowances that would impact property access along associated roadways within the project limits.
- Prior to work in alleys or roadways that serve Solid Waste collection routes, the Contractor shall contact Solid Waste Department at 253-591-5554 at least 5 working days in advance regarding potential impacts to solid waste pickup. It is recommended that the Contractor schedule work in alleys/affected roadways around refuse pickup days or provide measures to accommodate pickup around the construction activities. In the case of a conflict, the contractor shall work with the City/Solid Waste Department/affected properties to allow for proper or alternative pick-up of solid waste impacted by the project.

 Work being performed on non-arterial streets that create an encroachment into an intersecting arterial roadway may only do so with proper temporary traffic control provisions and only from 9 AM to 3 PM.

- Any proposed closure of the intersection of non-arterial roadways can be considered in extenuating circumstances with at least 10 working days' notice and proposed traffic control/detour plan. Depending on the location, temporary traffic control provisions may include, but is not limited to, advance notification (minimum 7 days) to City departments, other agencies, and affected businesses; advance notice (by a minimum of 7 days) to the traveling public via PCMS; and a signed detour utilizing pre-approved roadways. Contractor shall reopen the roadway at the conclusion of each work day.
- Even if adjacent roadway vehicle traffic is closed/restricted, there shall be at least one parallel pedestrian route (equivalent accessibility to the pre-existing conditions) that is available to traverse along the closed roadway. Regardless of the roadway control provisions, if any pedestrian route cannot be maintained, then a signed pedestrian detour route (or bypass meeting or exceeding City's requirements) must be established and approved by the City.
- Any work/traffic control provision that affects 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 can be re-established. Regardless of location/situation, any temporary pedestrian access path/route that may be employed shall be the shortest practical distance and 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).

Contractor must provide proper advance notice per the City of Tacoma Traffic Control Handbook prior to any traffic revisions.

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

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

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

Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it

creates a hazard. Signs for restricting parking shall be approved by the City and placed by the Contractor. The Contractor shall be responsible for and shall maintain all such signs. The replacement of signs restricting parking shall be as approved by the Engineer.

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

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

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

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

 The fifth paragraph of this section is supplemented with the following: An all-weather, functional roadway shall consist of a minimum four inch (4") layer of crushed surfacing base material to be provided and maintained on all roadway areas disturbed by construction and used to maintain vehicular traffic as required by these Special Provisions.

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

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

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

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

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

This section is supplemented with the following:

Detour signing during any allowed road closures shall be in accordance with Detour Plans, when included in the Contract Documents. When plans are not included in the Contract Documents, the Contractor shall submit plans for detours in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the Contractor believes an alternate plan will safely and adequately maintain vehicular and pedestrian traffic, the Contractor may submit alternate plans to those for traffic control and detours required by MUTCD or contract documents. Such alternate plans must comply with the MUTCD and shall be in writing and submitted to the Engineer at least fifteen (15) days in advance of their intended use. 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 three (3) working days in advance of implementation of any street closures/detours allowed under the Contract. Advance notice signing shall be placed a minimum of three (3) working days prior to implementation of any street closure/detour.

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

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39
     Tacoma Fire Dept.
                                                            (253-591-5775)
     Tacoma Police Dept.
                                                            (253-591-5932)
40
     LESA Communications Center
41
                                                            (253-798-4721 - Opt.#2)
     Tacoma Public Schools Transportation Office
                                                            (253-571-1853)
42
     Pierce Transit
43
                                                            (253-581-8001)
44
     Tacoma Environmental Services Solid Waste
                                                            (253-591-5544)
                                                            (253-591-5500)
     Tacoma Public Works Engineering Division
45
     Tacoma Public Works Streets and Grounds
                                                            (253-591-5495)
46
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1-07.24 Rights of Way (July 23, 2015 APWA GSP)
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Delete this section and replace it with the following:

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.

**END OF SECTION** 

1-08 PROSECUTION AND PROGRESS

Add the following new section:
 1-08.0 Preliminary Matters
 (May 25, 2006 APWA GSP)

(October 10, 2008 APWA GSP)

Prior to the Contractor beginning the work a process

1-08.0(1) Preconstruction Conference

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

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

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

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

Add the following new section:

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

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

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

Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

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

Add the following new section:

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

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

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

# 1-08.1 Subcontracting - D/M/WBE Reporting (September 29, 2009 Tacoma GSP) The eighth paragraph is revised to read:

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

#### 1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

Notice to Proceed will be given after the contract has been executed and the contract bond and evidence of insurance have been approved and filed by the Contracting Agency. The Contractor shall not commence with the work until the Notice to Proceed has been given by the Engineer. The Contractor shall commence construction activities

on the project site within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall diligently pursue the work to the physical completion date within the time specified in the contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the Contractor of the responsibility to complete the work within the time(s) specified in the contract.

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

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

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

- 1. The physical work on the project must be complete; and
- 2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
  - a. Certified Payrolls (per Section 1-07.9(5)).
  - b. Material Acceptance Certification Documents

c. Reports of Amounts Credited as EIC Participation, as required by the Contract Provisions.
d. Final Contract Voucher Certification
e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
f. Property owner releases per Section 1-07.24

This section is supplemented with the following:

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

This project shall be physically completed within **125** working days.

1-08.9 Liquidated Damages (August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progres

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

#### **END OF SECTION**

#### 1-09 MEASUREMENT AND PAYMENT

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

Revise item 4 of the fifth paragraph to read:

 4. Test results and scale weight records for each day's hauling operations are provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily Report, 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 (October 10, 2008 APWA GSP)

Supplement this Section with the following:

The Contracting Agency has estimated and included in the Proposal, dollar amounts for all items to be paid per force account, only to provide a common proposal for Bidders.

All such dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency does not warrant expressly or by implication, that the actual amount of work will correspond with those estimates. Payment will be made on the basis of the amount of work actually authorized by Engineer.

#### (January 13, 2011 Tacoma GSP)

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

The Contractor shall submit a comprehensive summary list of all equipment anticipated to be used on the project and their associated AGC/WSDOT Equipment Rental Rates. The list shall include the contractor's equipment number, make, model, year, operation rate, standby rate, applicable attachments and any other applicable information necessary to determine the applicable rates in accordance with this section. In addition, the contractor shall submit an Equipment Watch rate sheet (<a href="www.equipmentwatch.com">www.equipmentwatch.com</a>) 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.

 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.

- 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 Administration of Arbitration (October 1, 2005 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 are located. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

#### **END OF SECTION**

3 4	1-10.1(2) Description (July 22, 2019 Tacoma GSP)
5 6	The first sentence of the fourth paragraph is revised to read:
7 8 9	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).
10 11 12	The third sentence of the fourth paragraph is revised to read:
13 14	Approved lane and ramp closures shall be for the minimum time required to complete the Work.
15 16 17	This section is supplemented with the following:
18 19 20 21 22	Only uniformed off-duty police officers shall be used to control traffic when it is necessary to override or provide traffic control at signalized intersections. Off-duty City of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by contacting the Tacoma PD first as stated below.
24 25 26	The City will make all necessary temporary adjustments to existing traffic signals and traffic signal activators.
27 28 29 30	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.
32 33 34 35 36	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.
37 38 39	Traffic Control Management 1-10.2(1) General (January 3, 2017)
40 41	Section 1-10.2(1) is supplemented with the following:
42 43 44 45	Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:
46 47 48	The Northwest Laborers-Employers Training Trust 27055 Ohio Ave. Kingston, WA 98346
49 50	(360) 297-3035
51	Evergreen Safety Council

1-10 TEMPORARY TRAFFIC CONTROL

```
1
     12545 135th Ave. NE
     Kirkland, WA 98034-8709
 2
 3
     1-800-521-0778
 4
     The American Traffic Safety Services Association
 5
 6
     15 Riverside Parkway, Suite 100
     Fredericksburg, Virginia 22406-1022
7
     Training Dept. Toll Free (877) 642-4637
8
9
     Phone: (540) 368-1701
10
     Section 1-10.3 is supplemented with the following:
11
12
13
     1-10.3(3)A Construction Signs
     (January 11, 2006 Tacoma GSP)
14
15
     The fifth paragraph is revised to read:
16
17
     Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the
18
     Engineer deems to be unacceptable while their use is required on the project shall be
19
     replaced by the Contractor at their expense.
20
21
     1-10.3(3)C Portable Changeable Message Sign
22
     (August 4, 2010 Tacoma GSP)
23
     This section is supplemented with the following:
24
25
     Portable Changeable Message Signs shall be required on arterials streets where
26
     construction occurs for durations longer than seven (7) calendar days. Signs shall be
     solar charged and programmable. Signs shall be provided a minimum of seven (7)
27
28
     calendar days prior to construction and remain through the duration of the construction
29
     on the arterial street. Signs shall be provided on each end of the arterial street
30
     construction zone notifying oncoming traffic of the construction conditions. All costs
31
     associated with providing and maintain the signs for the required duration shall be
     included in the proposal item, "Project Temporary Traffic Control", per lump sum
32
33
34
     1-10.4(2) Item Bids with Lump Sum for Incidentals
35
     (January 11, 2006 Tacoma GSP)
36
     This section is supplemented with the following:
37
     No unit of measure will apply to the position of traffic control manager and it will be
38
     considered included in other unit contract prices in the Bid Proposal.
39
40
41
42
                                       END OF SECTION
43
44
            CLEARING, GRUBBING, AND ROADSIDE CLEANUP
45
     2-01
     (*****)
46
```

2-01.1 Description

47 48

49 50 The first sentence of the first paragraph is revised to read:

1 The Contractor shall clear, grub, and cleanup those areas contained within the proposed project scope that are necessary in order to construct roadways and install all sewer 2 3 mains, sewer laterals, water mains, and water laterals. 4 5 This section is supplemented with the following: 6 7 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. 8

9

Clearing and grubbing work within the concrete traffic circle at S. 21st St. and S.

10

11 12 Cushman Ave. shall not commence until Contractor has provided notification at minimum 14 days in advance to:

13 14 Pastor John at 2106 S. Cushman Ave (Peace Lutheran Church) at 253-380-7120

Craig and Mary Cogger at 253-627-1630

15 16

17

### 2-01.2 Disposal of Usable Material and Debris

The second paragraph is revised to read:

18 19

The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

20 21

22

23

24

25

26

#### 2-01.3(1) Clearing

This section is revised to read:

1. Fell trees only within the area to be cleared.

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.

27 28 29

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):

30 31

a. Close-cut stumps under 18-inches in diameter.

32 33 b. Trim stumps that exceed 18-inches in diameter to no more than 12inches above original ground level.

34 35

5. Leave standing any trees or native growth indicated by the Engineer.

36 37 38 6. Trim all trees to be left standing to the height specified by the Engineer, 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.

39 40 7. Thin clumps of native growth as the Engineer may direct.

41

8. Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations.

42 43

#### 2-01.3(2) Grubbing Item e is revised to read:

44 45

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

46 47 48

**END OF SECTION** 

2	(******)
3	2.02.4 Deceription
4 5	<b>2-02.1 Description</b> This section is supplemented with the following:
6	This section is supplemented with the following.
7	In general, the Contractor shall remove, dispose, store, and/or reinstall existing items
8	that are in conflict with construction, as shown in the Plans. Where not in conflict, the
9	Contractor shall protect existing items in place. If property is damaged due to
10	construction, it shall be the responsibility of the Contractor to replace the item(s) with like
11	kind and quality.
12	The Week also includes the removal and disposal of shandened tralley tracks at C. 2219
13	The Work also includes the removal and disposal of abandoned trolley tracks at S. 23 <sup>rd</sup> St. and Cushman Avenue and a concrete traffic circle at S. 21 <sup>st</sup> St. and Cushman
14 15	Avenue.
16	Avenue.
17	2-02.3 Construction Requirements
18	This section is supplemented with the following:
19	·
20	Any traffic signs and parking signs that exist in the work area shall be salvaged and
21	reused if found to be an obstruction. Any new signs will be paid for and installed per
22	Special Provisions Section 9-28.
23 24	Any existing ADA parking signs required for removal will be coordinated with the
24 25	property owner.
26	property owner.
27	The abandoned trolley tracks at S. 23 <sup>rd</sup> St. and Cushman Avenue shall be removed and
28	disposed of by the Contractor.
29	
30	The existing concrete traffic circle at S. 21 <sup>st</sup> St. and Cushman Avenue shall be removed
31	and disposed of, in its entirety, by the Contractor.
32 33	2-02.3(3) Removal of Pavement, Sidewalks, and Curbs
34	This section is deleted.
35	The dealer to deleted.
36	2-02.4 Measurement
37	This section is supplemented with the following:
38	
39	No specific unit of measurement shall apply to the lump sum item "Removal of
40	Structures and Obstructions".
41 42	Pamaval and disposal of abandanad trallay tracks of various vertical and harizontal
42 43	Removal and disposal of abandoned trolley tracks of various vertical and horizontal dimensions shall be measured per linear feet. The abandoned trolley tracks shall be
+3 44	removed and disposed of by the Contractor.
45	Tomovou and disposed of by the continuous.
46	Removal and disposal of the concrete traffic circle shall be measured per each.
47	
48	2-02.5 Payment
49 50	This section is supplemented with the following:
50 51	"Removal of Structures and Obstructions". lump sum

is uncertain how much track, if any, will be encountered but trolley tracks historically existed in S. 23rd Street.  "Remove Concrete Traffic Circle", per each  The unit contract price per each for "Remove Concrete Traffic Circle" shall be full pay for all labor, tools, equipment, and materials required to remove and dispose of the concrete traffic circle.  END OF SECTION  END OF SECTION  2-03 ROADWAY EXCAVATION AND EMBANKMENT (August 14, 2019 Tacoma GSP)  2-03.1 Description  The last sentence of the first paragraph is deleted.  2-03.3(5) Slope Treatment  This section is deleted.  2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters  This section is deleted.  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.		
This section is supplemented with the following:  "Remove Abandoned Trolley Track, per linear foot  The unit contract price per linear foot for "Remove Abandoned Trolley Track", includes all costs for the complete removal and disposal of abandoned trolley tracks. The City of Tacoma has entered an amount in the Bid Proposal to provide a common basis of bid. It is uncertain how much track, if any, will be encountered but trolley tracks historically existed in S. 23" Street.  "Remove Concrete Traffic Circle", per each  The unit contract price per each for "Remove Concrete Traffic Circle" shall be full pay for all labor, tools, equipment, and materials required to remove and dispose of the concrete traffic circle.  END OF SECTION  2-03 ROADWAY EXCAVATION AND EMBANKMENT (August 14, 2019 Tacoma GSP)  2-03.1 Description The last sentence of the first paragraph is deleted.  2-03.3(5) Slope Treatment This section is deleted.  2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters This section is deleted.  END OF SECTION  END OF SECTION  2-07 WATERING (August 3, 2009 Tacoma GSP)  404  405  406  407  408  END OF SECTION  END OF SECTION  408  END OF SECTION  409  409  400  401  401  402  403  404  405  406  407  408  The last sentence of the first paragraph is revised to read:  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.	2 3	pay for all work, including but not limited to, the removal, disposal, salvaging, and
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END OF SECTION  END OF SECTION	35	2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters
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END OF SECTION  END OF SECTION	37	
40 41 42 2-07 WATERING 43 (August 3, 2009 Tacoma GSP) 44 45 2-07.3 Construction Requirements 46 The last sentence of the first paragraph is revised to read: 47 48 The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays. 50	38	
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.	39	END OF SECTION
<ul> <li>2-07 WATERING</li> <li>(August 3, 2009 Tacoma GSP)</li> <li>2-07.3 Construction Requirements</li> <li>The last sentence of the first paragraph is revised to read:</li> <li>The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.</li> </ul>	40	
<ul> <li>(August 3, 2009 Tacoma GSP)</li> <li>2-07.3 Construction Requirements         The last sentence of the first paragraph is revised to read:     </li> <li>The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.</li> </ul>	41	
<ul> <li>2-07.3 Construction Requirements</li> <li>The last sentence of the first paragraph is revised to read:</li> <li>The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.</li> </ul>	42	2-07 WATERING
<ul> <li>2-07.3 Construction Requirements</li> <li>The last sentence of the first paragraph is revised to read:</li> <li>The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.</li> </ul>	43	(August 3, 2009 Tacoma GSP)
<ul> <li>2-07.3 Construction Requirements         The last sentence of the first paragraph is revised to read:     </li> <li>The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.</li> </ul>	44	,
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.		2-07.3 Construction Requirements
The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.		•
The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.		
<ul><li>as evenings, weekends, or recognized holidays.</li></ul>		The Engineer may direct that the Contractor apply water during non-working hours such
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51 Section 2-07.3 is supplemented with the following:	51	Section 2-07.3 is supplemented with the following:

### 2-07.3(1) Water Supplied from Hydrants

There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or any other construction activities associated with this project. Prior to construction activities, it shall be the Contractor's responsibility to verify which hydrants will be available by contacting Tacoma Water. The Contractor shall use only those hydrants designated by Tacoma Water.

Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance with the "Operating Procedures for the use of Water Division Hydrants" available at the Tacoma Water Permit Counter.

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

### 2-09.4 Measurement

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This section is supplemented with the following:

will be from center of manhole to center of manhole or to the inside face of catch basins and similar type structures.

to set up training as necessary.

2-09 STRUCTURE EXCAVATION

The fourth paragraph is revised to read:

basins, grate inlets, and drop inlets.

**2-09.5 Pavment** 

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

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

**END OF SECTION** 

**Longitudinal Limits.** For all storm and sanitary sewers, the longitudinal measurement

There will be no specific unit of measure for the excavation required for manholes, catch

 "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, backfilling of the trench, compaction of backfill, and all other work necessary for the construction of the sewer trench.

#### 1 **END OF SECTION** 2 3 4 2-14 PAVEMENT REMOVAL 5 (March 17, 2003 Tacoma GSP) 6 7 8 2-14.1 Description 9 10 The Work described in this section includes the removal and disposal of pavement surfaces identified on the Plans or as marked in the field. 11 12 13 2-14.2 Pavement Classification 14 15 Removal of pavement will be according to type and class based on composition and thickness, as defined below: 16 17 18 Type I Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other 19 20 removal not described below for Type II or Type III. 21 Type II Pavement removal required for the placing of utilities at greater and 22 23 varying depths, such as sewers. 24 25 Type III Pavement removal required for narrow and shallow utility cuts in order 26 to install light cables, conduits and similar shallow utilities. 27 28 Class A2 Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface 29 treatments or any combination of these components having an 30 average thickness of two inches or less. 31 32 Class A4 pavement removal shall apply to the removal of asphalt 33 Class A4 concrete, bituminous road surfacing, multiple lift bituminous surface 34 35 treatments or any combination of these components having an 36 average thickness between two inches and four inches. 37 Class A8 38 Class A8 pavement removal shall apply to the removal of asphalt 39 concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an 40 41 average thickness between four inches and eight inches. 42 Class C6 Class C6 pavement removal shall apply to all non-reinforced cement 43 44 concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, 45 the Contractor may be required to remove additional sidewalk 46 47 necessary to provide proper connections and grades, as determined by the Engineer. 48

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

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

# 2-14.3 Construction Requirements

All final meetlines shall be sawcut.

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

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

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

#### 2-14.4 Measurement

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.

Pavement removal will be measured per square yard.

"Remove Existing Pavement, Type \_\_\_\_Class\_\_\_\_", per square yard

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

1 2	END OF SECTION	
3	2-15 CURB AND CURB AND GUTTER REMOVAL	
5 6	(March 17, 2003 Tacoma GSP)	
7 8	2-15.1 Description	
9 10 11	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.	
12 13	2-15.2 Curb Classification	
14 15	Removal of curb and/or curb and gutter will be based on composition, as defined below:	
16 17 18	<b>Integral Curb</b> - Integral curb shall consist of curb that is constructed monolithic with the adjacent cement concrete pavement.	
19 20 21	<b>Curb</b> - Curb may consist of cement concrete curb, granite curb, or any other combination of rigid material that extends below the pavement surface elevation.	
22 23 24	<b>Extruded/Precast Curb</b> - Extruded or precast curb may consist of asphalt or concrete extruded or precast curb that is installed on a pavement surface.	
25 26 27	<b>Curb and Gutter</b> - 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.	
28 29	2-15.3 Construction Requirements	
30 31 32 33	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.	
34 35 36 37 38	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.	
40 41	2-15.4 Measurement	
42 43	Curb and curb and gutter removal will be measured per linear foot.	
44 45	2-15.5 Payment	
46 47	Payment will be made in accordance with Section 1-04.1.	
48 49	"Remove Curb", per linear foot	
50 51	"Remove Curb and Gutter", per linear foot	

1 2 3	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.				
4 5 6	END OF SECTION				
7 8 9	2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC. (March 17, 2003 Tacoma GSP)				
10 11 12	2-16.1 Description				
The Work described in this section includes the complete removal and disposa basins, manholes, and curb inlets as identified on the Plans.					
15 16 17	2-16.2 Vacant				
18 19	2-16.3 Construction Requirements				
20 21 22	Where the structures are removed, the excavation shall be backfilled with native material if deemed suitable by the Engineer or imported backfill material.				
23 24 25 26 27	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.				
28 29	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 da utilities and any portion of the improvement that is to remain in place. Any devi this matter will obligate the Contractor, at no expense to the Contracting Agenc repair, replace, or otherwise make proper restoration to the satisfaction of the E					
35 36	2-16.4 Measurement				
37 38	The removal of catch basins, manholes, and curb inlets will be measured per each.				
39 40	2-16.5 Payment				
41 42	Payment will be made in accordance with Section 1-04.1.				
43 "Remove Catch Basin", per each 44					
45 46	"Remove Manhole", per each				
47 48 49 50	All costs associated with the placement and compaction of the backfill material shall be included in the unit Contract price for removal.				
51	END OF SECTION				

1 2 3 4 5	3-04 ACCEPTANCE OF AGGREGATE (April 1, 2012 Tacoma GSP)
6 7	<b>3-04.1 Description</b> The first and third paragraphs are deleted.
8 9 10	The fourth paragraph is revised to read:
11 12	Nonstatistical evaluation will be used for the acceptance of aggregate materials.
13 14 15	3-04.3(1) General The first sentence is revised to read:
16 17 18	For the purpose of acceptance sampling and testing, all test results obtained for a material type will be evaluated collectively.
19 20 21	3-04.3(4) Testing Results This section is replaced with the following:
22 23 24	The results of all acceptance testing will be provided by the City's Project Engineer within 3 working day of testing.
25 26 27	3-04.3(6) Statistical Evaluation This section is deleted:
28 29 30	END OF SECTION
31 32 33	4-04 BALLAST AND CRUSHED SURFACING (******)
34 35 36 37	<b>4-04.2 Materials</b> This section is supplemented with the following:
38 39	Recycled concrete aggregate shall be in accordance with Section 9-03.21.
40 41 42	<b>4-04.4 Measurement</b> This section is supplemented with the following:
43 44	"Recycled Concrete Aggregate" shall be measured by the ton.
45 46 47	<b>4-04.5 Payment</b> This section is supplemented with the following:
48 49 50 51	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.

"Recycled Concrete Aggregate", per ton.

5-04

statistical evaluation.

exceptions:

**HOT MIX ASPHALT** (April 1, 2018 Tacoma GSP)

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This section is revised to read:

will evaluate HMA mix design submittals according to Visual Evaluation per Table 1.

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

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

5-04.2 Materials

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

The Contracting Agency shall not be required to perform statistical analysis of any acceptance test results.

The unit contract price for "Recycled Concrete Aggregate", per ton shall be full pay for all

**END OF SECTION** 

labor, equipment and materials to furnish, haul, and compact the recycled concrete

aggregate material in place to the desired depth shown in the plans.

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

All references to "statistical" are revised to read "nonstatistical", and "nonstatistical"

requirements for evaluation and acceptance shall apply to the Work with the following

evaluation shall be considered synonymous with "test point" evaluation. Thus, all Specifications for test procedures, methods, construction requirements, and

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.

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

The mix design will be the initial JMF for the class of HMA. The Contractor may request

a change in the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and must be made in accordance with Section 9-03.8(7).

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

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

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

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

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

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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.

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36 37 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.

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

This section is revised to read:

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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:

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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 350-1 076 to describe the proposed additive and process. 2 3 **5-04.3 Construction Requirements** 4 5 6 5-04.3(2) Paving Under Traffic (April 1, 2018 Tacoma GSP) 7 The second paragraph is supplemented with the following: 8 9 10 No traffic shall be allowed on any newly placed pavement without the approval of the 11 Engineer. 12 5-04.3(3)C Pavers 13 (April 1, 2018 Tacoma GSP) 14 15 The second paragraph is deleted. 16 17 5-04.3(3)D Material Transfer Device or Material Transfer Vehicle 18 (April 1, 2018 Tacoma GSP) 19 The first paragraph is revised to read: 20 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving 21 22 areas are specified below. A MTD/V shall only be used according to this special provision for the following paving areas: 23 24 25 None. 26 27 5-04.3(4)C Pavement Repair (April 1, 2018 Tacoma GSP) 28 This section is revised to read: 29 30 31 Pavement repair shall be in accordance with the City of Tacoma Right-of-Way Restoration Policy found at: 32 33 34 https://www.cityoftacoma.org/government/city\_departments/public\_works/right-of-way 35 36 Pavement repair consists of asphalt concrete saw-cutting, removing asphalt concrete pavement, removing crushed surfacing and subgrade, and installing Construction 37 38 Geotextile for Separation, placing crushed surfacing top course over the Construction 39 Geotextile, and HMA in accordance with the Contract or as directed by the Engineer. 40 41 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 42 Contract and shall be approved by the Engineer prior to use. If a milling machine is 43 used for excavation, the excavation shall be as directed by the Engineer. 44 45 46 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 47 be suitable, the Contractor shall remove the base material and restore the sub-grade in 48 49 accordance with Section 2-06 and the Plans, regardless of the method used for

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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:

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

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

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

For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will

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.

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:

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.

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.

19. 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.

1 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 2 3 Days. 4 HMA for preleveling shall be compacted to the satisfaction of the Engineer. 6 7 5-04.4 Measurement (\*\*\*\*\*) 8 9 The first paragraph is revised to read: 10 HMA CI. \_\_\_ PG \_\_\_, HMA for \_\_ CI. \_\_ PG \_\_, and Commercial HMA will be measured 11 12 by the ton in accordance with Section 1-09.2, with no deduction being made for the 13 weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other component of the mixture; and the measurement shall include asphalt wedge curbs and 14 thickened edges in accordance with the Plans or as directed by the Engineer. If the 15 Contractor elects to remove and replace mix as allowed in Section 5-04.3(11), the 16 material removed will not be measured. 17 18 19 The second paragraph is revised to read: 20 21 No specific unit of measure will apply to roadway cores, which shall be included in the measurements for the HMA items that are included in the Proposal. 22 23 24 This section is supplemented with the following: 25 26 HMA for Approach CI. \_\_ PG 58H-22 shall be measured per square yard of finished 27 driveway and approach. 28 29 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. 30 31 Temporary Pavement Patch shall be measured per ton of asphalt with no deduction 32 33 being made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other component of the mixture. 34 35 36 5-04.5 Payment (\*\*\*\*\*) 37 38 Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price 39 Adjustment" are deleted. 40 41 The following pay items for HMA are revised to read: 42 "HMA CI. PG", per ton. 43 "HMA for Cl. PG ", per ton. 44 45 The unit Contract price per ton for "HMA CI. \_\_\_ PG \_\_\_" and "HMA for \_\_ CI. \_\_ PG \_\_" 46 47 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 48 49 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 50 shall not be included in the unit Contract prices per ton for these HMA Bid items. 51

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 CI.\_\_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 CI. \_\_ PG 58H-22", regardless of the depth.

This section is supplemented with the following:

"Temporary Pavement Patch", per ton.

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

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

#### **END OF SECTION**

# 5-05 CEMENT CONCRETE PAVEMENT (\*\*\*\*\*\*)

### 5-05.1 Description

This section is supplemented with the following:

All concrete pavement restoration shall be performed in accordance with the City of Tacoma's Right-of-Way Restoration Policy found at www.govME.org.

## **5-05.3 Construction Requirements**

### 5-05.3(1) Concrete Mix Design for Paving

 The sixth paragraph is supplemented with the following:

The submittal for the concrete mix design shall provide the following: the date, the amount of materials (i.e. cement, sand, aggregates, water), the type and amount of each admixture, and the designated 28-day compressive strength specific to the mix design being submitted. The design compressive strength shall be a minimum of 4,000 psi.

# 5-05.3(4)A Acceptance of Portland Cement Concrete Pavement

This section is supplemented with the following:

Acceptance of concrete will be on a non-statistical acceptance only.

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The first, second, third and fourth paragraphs are deleted.

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# 5-05.3(8) Joints

The second paragraph is revised to read:

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The Contractor shall submit a concrete panel jointing plan in accordance with the Plans and these Specifications. When a concrete panel jointing plan is included in the Plans, the Contractor may adopt or submit a revised jointing plan in accordance with Standard Plans and the Specifications at the Contractor's own expense. The Contractor's jointing plan shall be approved in writing by the Engineer before the start of concrete paving.

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When new pavement abuts existing pavement, the locations of the joints in the new pavement shall match with the joints in the existing pavement unless otherwise

approved by the Engineer.

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## 5-05.3(8)D Isolation Joints

This section is supplemented with the following:

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The joint alignment shall be at right angles to the Pavement Structure centerline unless otherwise specified in the Contract.

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Isolation joints shall be constructed with pre-molded material, 3/8-inch in thickness and conform to Section 9-04.1(2) Pre-molded Joint Filler for Expansion Joints and as shown on the Plans.

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The joint material shall be held accurately in place during the placing and finishing of the concrete by a bulkhead, a holder, metal cap or any other approved method. The joint shall be perpendicular to the paved surface and the holder shall be in place long enough to prevent sagging of the joint material.

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A wood filler strip or metal cap shall be placed on the top of the pre-molded joint filler to form the groove, and shall remain in place until after the finishing and the concrete is sufficiently set to resist sloughing in the groove. The joint filler shall be stapled together at the ends to preserve continuity.

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Immediately after removal of side forms, the edges of the pavement shall be carefully inspected and wherever the joint filler is not fully exposed, the concrete shall be chipped down until the edge of the filler is fully exposed for the entire depth.

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### 5-05.3(8)E Sealing Through Joints

This section is added with the following:

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After the pavement is cured and before carrying any traffic, the space left by the removal of the wood filler strip or the metal cap above the top of the expansion joint filler strip shall be thoroughly cleaned of all loose material. The groove shall be completely free of any projecting concrete from the sides and the groove shall be continuous across the slab to each edge. It shall then be filled level with the pavement surface with joint sealant meeting the requirements of Section 9-04.2 Joint Sealants.

The joint sealant material shall be "black" color and heated and placed in accordance with the manufacturer's instructions. Burned material will be rejected. The through joint groove shall be dry at the time of pouring the sealing compound.

# 5-05.3(11) Finishing

The third paragraph is revised to read:

In advance of curing operations, the pavement shall receive an initial texturing followed by final finishing. Initial texturing shall be performed with a burlap drag or broom device, creating striations in the same orientation as the final finish. The concrete roadway surface shall be finished with a transverse tining. Where integral concrete curbs are constructed, the roadway surface finish shall end 12 inches from the flowline.

The fourth paragraph is revised to read:

 Burlap drags, brooms and tine devices may be installed on self-propelled equipment having external alignment control. When texturing the pavement with burlap, the area of burlap in contact with the pavement shall be maintained constant at all times. Broom and tine devices shall be provided with positive elevation control. Downward pressure on pavement surface shall be maintained at all times during texturing so as to achieve uniform texturing without measurable variations in pavement profile. If self-propelled texturing machines are used, these shall be operated so that travel speed during texturing is maintained constant. Failure of the texturing equipment to perform according to this section shall constitute cause for stopping placement of concrete until the equipment deficiency or malfunction is corrected.

The seventh paragraph is revised to read:

## **Test Panel:**

At the start of concrete pavement construction, the Contractor shall first finish a textured concrete test panel and the Engineer shall give approval of the achieved finish according to this section prior to further concrete pavement construction. If the test panel is rejected by the Engineer, the Contractor shall remove and replace the test panel at no additional cost to the Contracting Agency. The Contractor can designate one of the project panels as a test panel or create a sacrificial test panel on site of at least four feet by eight feet.

Project panels not meeting the characteristics of the test panel shall be removed and replaced at no additional cost to the Contracting Agency.

The eighth through tenth paragraphs are deleted.

# **5-05.3(12) Surface Smoothness** *The section is revised to read:*

The Contractor shall measure surface smoothness with a 10-foot straightedge as directed by the Engineer. The finished grade surface shall not vary more than 1/8 inch from the bottom edge of a 10-foot straightedge placed on the surface parallel to the

centerline. Perpendicular to the centerline, the finished grade surface shall not vary more than ¼ inch from the bottom edge of a 10-foot straightedge laid across any lane. The completed surface shall be of uniform texture, smooth, shall conform to Plans as to crown and grade, and shall be free from defects of all kinds. Corrective work shall be as directed by the Engineer; and the Contractor shall complete corrective work at no additional expense, including traffic control, to the City of Tacoma. 5-05.3(14) Cold Weather Work This section is supplemented with the following: The following additional requirements for placing concrete shall be in effect from November 1 to April 1: 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 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. 5-05.4 Measurement This section is revised to read: Measurement for cement concrete pavement and concrete base pavement shall be by the square yard for the pavement completed and accepted according to Section 5-05 and the Plans, including the area underneath curbs. No deduction will be made for castings in pavement. **5-05.5 Payment** This section is revised to read: Payment will be made in accordance with Section 1-04.1. "Cement Conc. Pavement, \_\_\_\_-Inch Section", per square yard. The unit Contract price per square yard for "Cement Conc. Pavement, -Inch Section" shall be full payment for all costs incurred to carry out the requirements of Section 5-05 and the Plans. **END OF SECTION** 

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

6-02.3(2)B Commercial Concrete

This section is supplemented with the following:

Where concrete Class 3000 is specified for driveways, the Contractor may use commercial concrete. **END OF SECTION** 7-04 STORM SEWERS (March 17, 2003 Tacoma GSP) This section is deleted. The requirements of Section 7-17 shall apply to storm sewers. **END OF SECTION** 7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS (\*\*\*\*\*) 7-05.1 Description This section is supplemented with the following: All references to sanitary sewers shall be construed to also mean storm sewers. 7-05.2 Materials This section is supplemented with the following: Catch basin Type 1 with combination inlet shall conform to WSDOT Standard Plan B-25.20.02 where shown on the Plans. Catch basin vane and grates shall conform to East Jordan Iron Works frames and grates. Storm and sanitary manhole frames and covers shall conform to East Jordan Iron Works manhole frames and covers. 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:

#### Where shown in the Plans or where directed by the Engineer, utility structures shall be adjusted to grade as staked or as otherwise designated by the Engineer. The materials and methods of construction shall conform to the requirements specified in Section 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform to the requirements of the standard plan for the specific structure. 7-05.3(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 Catch Basins with combination inlets will be measured per each. **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, covers, frames, ladders, steps, sanded manhole adapters, 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), frame, cover, as applicable per Standard Plans. The pay item for "Connection to Drainage Structure" is revised to read: "Connect New Sewer Pipe -In. Diam. to Existing Structure", per each The unit contract price per each shall be full pay for all labor, equipment and materials necessary to connect the new sewer pipe to the existing structure as specified in Section 7-05.3. This section is supplemented with the following:

7-05.3(1) Adjusting Utility Structures to Grade

"Reconnect Existing Sewer Pipe, -In. Diam., 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 to the new structure as specified in Section 7-05.3. "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. **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: 3. If sediment and water from structures does not meet the conditions described in 1 or 2 above, the Contractor shall collect and dispose of all water used and all debris generated in cleaning operations. No cleaning water or debris shall be flushed downstream beyond the limits of the work. **END OF SECTION** 7-08 GENERAL PIPE INSTALLATION REQUIREMENTS (\*\*\*\*\*) 7-08.3(1)C Bedding the Pipe This section is supplemented with the following: 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 This section is supplemented with the following:

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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

This section is revised to read:

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 The second paragraph is revised to read:

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

The fourth paragraph is revised to read:

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 above the pipe zone, and shall be removed and replaced with imported backfill meeting the requirements of Section 9-03.12(2).

Section 7-08.3 is supplemented with the following:

7-08.3(5) Temporary Bypass Pumping

### 7-08.3(5)A General Requirements

The Contractor shall design, operate, and install a bypass pumping system to maintain operation of the existing sewer systems throughout the duration of the project without any interruption of sewer service. The Contractor shall divert all flows around each seament of the pipe designated for replacement. This diversion shall consist of pumping flow from an upstream manhole and discharging it to a manhole downstream of the replacement operation. After the pipe replacement work is completed and accepted by the Contracting Agency, flow shall be returned to the reconstructed 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 <a href="https://tmap.cityoftacoma.org/">https://tmap.cityoftacoma.org/</a>. 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 on-site 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 from service he/she is responsible to bypass any and all flow in the system during construction, even in the event the system surcharges and exceeds the full pipe capacity, until the line is returned to service.

# 7-08.3(5)D Bypass Pumping Plan

 The Contractor shall submit a Bypass Pumping Plans for each location included in this Contract in accordance with Section 1-05. The Contractor's plan 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.

1 2	7-08.4 Measurement			
2 3 4	This section is supplemented with the following:			
5 6 7	No specific measurement shall apply to the lump sum item "Temporary Sewer Bypass".			
8 9 10	No specific measurement shall apply to the lump sum item "Temporary Sewer Bypass Plan".			
11 12	Abandonment of existing sewer pipes will be measured by the cubic yard of CDF necessary to fill the existing pipes.			
13	7.09 F Dovement			
14 15 16	<b>7-08.5 Payment</b> This section is supplemented with the following:			
17 18	"Temporary Sewer Bypass", per lump sum.			
19 20 21 22 23 24	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.			
25 26 27	"Temporary Sewer Bypass Plan", per lump sum			
28 29 30 31	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 resubmittin revisions for the Temporary Bypass Plan.			
32 33	END OF SECTION			
34 35				
36	7-17 SANITARY SEWERS			
37	(*****)			
38				
39	7-17.1 Description			
40 41	This section is supplemented with the following:			
42 43	All references to sanitary sewer shall also mean storm sewers.			
44	7-17.2 Materials			
45 46	The first paragraph is revised to read:			
47 48 49 50	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.			
51	This section is supplemented with the following:			

# 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's television subcontractor shall attend the pre-construction meeting.

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 inspection video and associated database file shall be submitted for review and final acceptance of the pipes prior to paving where paving occurs over sewers, or prior to final acceptance in non-paved areas, and allowing for any review timeframes as described below.

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 video shall be submitted for review which may take up to five (5) working days. If more than five (5) working days are required for the Engineer's review of the videos, an extension of time will be considered in accordance with 1-08.8. At a minimum, the video files shall meet the technical requirements of 7-17.3(3). No claim will be allowed for damages, or extensions of time resulting from the rejection of a video due to not meeting the technical requirements or construction defects identified in the video.

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, manhole to manhole. A pipe asset is defined as one continuous pipe from the upstream manhole to the downstream manhole. Footage shall be recorded with the starting and ending points being the center of the manholes, 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. The camera operator shall also pan around and record the inside of each manhole 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 MPEG-2 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 City's viewing software, GraniteNet. The PACP database shall include the City's SAP pipe segment ID. No other file format will be accepted unless approved by the City.

All videos and database files shall be submitted via the Internet web-based project management communications tool, e-Builder software.

The Contractor shall provide video identifying the pipe segment by manhole numbers and pipe segment number. 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 lens shall remain clean and clear for the duration of the CCTV 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 City 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.

Each individual video inspection shall also include the associated video inspection report for that segment which shall include the following information:

- Date of Inspection
- Main segment number (SAP)
- Upstream and Downstream Manhole Numbers (SAP)
- Street Location
- Setup (Normal or Reverse Flow)
- Pipe size and material
- Status (Active or Inactive) of all side sewers
- Location, length, and depth of water of sags
- Location and description of all other defects

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 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 be self-leveling and shall also include a sonde transmitter to locate the side sewer in the event of a defect.

The Contractor shall bear all costs incurred in correcting any deficiencies found during television inspection including the cost of any additional 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. 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. This section is supplemented with the following: No specific unit of measurement will apply for Contractor provided Television Inspection. All costs shall be included in the per foot price of pipe installed. 7-17.5 Payment The first paragraph is supplemented with the following: "PVC \_\_\_\_ Storm Sewer Pipe \_\_\_In. Diam.", per linear foot. "Ductile Iron Storm Sewer Pipe In. Diam.", per linear foot. "PVC Sanitary 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 fittings, flexible couplings, rigid couplings, joint materials, performing and submitting television inspection videos and database files, 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.

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).

### **END OF SECTION**

# 7-18 SIDE SEWERS (\*\*\*\*\*\*)

# 7-18.1 Description

This section is supplemented with the following:

 The Contractor shall remove and replace existing side sewers as defined on the Plans and reconnect the existing side sewer. The location of the side sewer at the main is estimated based on a TV inspection of the main and may vary in either direction. The actual location at the point of reconnection is unknown.

### 7-18.3(1) General

This section is supplemented with the following:

The Contractor shall use solid wall PVC pipe meeting the requirements of Section 9-05.12(1) for all side sewers located 10 feet or more from a water service. If the side sewer is located within 10 feet of a water service, the Contractor shall use solid wall PVC pressure pipe meeting the requirements of Section 9-30.1(5)A. If the side sewer crosses above a water main, the side sewer shall be encased per the Department of Ecology Criteria for Sewage Works Design (Orange Book) Section C1-9.1.4A. Any encasement of side sewers shall be paid for under force account per Section 1-09.6.

### 7-18.4 Measurement

This section is supplemented with the following:

Measurement for payment shall be by the linear foot of pipe installed, and shall be along the pipe invert, through tees, wyes and other fittings, from the centerline of the main to the centerline of the cleanout.

#### **7-18.5 Payment** The second paragraph is revised to read: The unit Contract price per linear foot for sewer pipe of the various kind and size specified shall be full pay for furnishing, hauling and assembling in place the completed installation including all wyes, tees, special fittings, joint materials, bedding material, and end pipe marker, performing and submitting television inspection videos and reports, and any other items necessary for the completion of the installation, unless Proposal items are included for these specific items of Work. **END OF SECTION** 7-19 SEWER CLEANOUTS (May 13, 2009 Tacoma GSP) 7-19.3 Construction Requirements The third sentence of the first paragraph is deleted. The fourth sentence of the third paragraph is deleted. 7-19.5 Payment The third paragraph is revised to read: The unit Contract price for "Sewer Cleanout" shall be full pay for furnishing and placing the wye, pipe, pipe bends, pipe plug, castings, and collar as specified herein and as shown on Standard Plan SU-24. **END OF SECTION EROSION CONTROL AND WATER POLLUTION CONTROL** (\*\*\*\*\*) 8-01.1 Description This section is supplemented with the following: The City of Tacoma Stormwater Management Manual is available on the City's website at www.cityoftacoma.org/stormwatermanual. The City of Tacoma has been issued a Washington State Department of Ecology NPDES Construction Stormwater General Permit for this project. This Work also consists of administration and compliance with the requirements of this permit for this project. A copy of this permit is included in Appendix B of these Special Provisions.

8-01.3(1) General

This section is supplemented with the following:

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

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

1. The City will provide the Contractor with a Transfer of Coverage form prior to issuing a Notice to Proceed.

8 issuing a Notice to Procee9 2. The Contractor shall sign

The Contractor shall sign and return the Transfer of Coverage form to the City.
 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: <a href="http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html">http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html</a>. 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:

 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.

1 2 3 4 5	Stormwater General Pe	correspondence related to the NPDES er General Permit.		
6 7	Upon request, the file shall be provided to	the Engineer for review.		
8 9	8-01.3(2) Seeding, Fertilizing, and Mulch	ning		
10	, , , , , , , , , , , , , , , , , , , ,			
8-01.3(2)B Seeding and Fertilizing The first paragraph is supplemented with the following:				
				13 14 15
13	Type of Seed	% by Weight		
	Dwarf Tall Fescue (variety)	45		
	Dwarf Perennial rye (Barclay)	30		
	Red Fescue	20		
	Colonial Bentgrass	5		
16				
17	The rate of application shall be per manufa	acturer's recommendation.		
18 19 20	8-01.3(2)E Tackifiers This section is supplemented with the follo	owing:		
21 22	The Contractor shall follow the requiremen	ats of the City of Tacoma Surface Water		
23	Management Manual BMP C120 for hydro			
24	management manaar 2mi	applications:		
25	8-01.3(2)G Protection and Care of Se	eded Areas		
26 27	This section is supplemented with the follo	owing:		
28	Following 24-48 hour drying period for Mo	derate Term Mulch and Long Term Mulch		
29	11	keep soil moist (but not wet) until seed is fully		
30	germinated and grass mix is established w			
31	irrigation to prevent erosion of applied mix			
32				
33	8-01.3(8) Street Cleaning			
34	The third paragraph is revised to read:			
35	0			
36	Street washing with water shall not be per	mitted.		
37	0.04.0(0)D Inlet Brete-tier			
38	8-01.3(9)D Inlet Protection	with the fellowing		
39	Replace the third paragraph of this section	i with the following:		
40	When the death of accumulated as directly	and debrie reaches approximately 4/0 the		
41	When the depth of accumulated sediment	• • • • • •		
42 42	height of an internal device or 1/3 the heig			
43 44	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.			
44 45				

The section is supplemented with the following: Only bag-type filters are allowed for use in the public right of way. 8-01.4 Measurement The third paragraph is revised to read: This section is supplemented with the following: No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution Prevention Plan (SWPPP)". No specific unit of measurement shall apply to the lump sum item "NPDES Construction Stormwater General Permit". 8-01.5 Payment The pay item "Erosion/Water Pollution Control", by force account as provided in Section 1-09.6 is revised to read: Installation, maintenance, and removal of erosion and water pollution control devices including removal and disposal of sediment, stabilization and rehabilitation of soil disturbed by these activities and any additional Work deemed necessary by the Engineer to control erosion and water pollution will be paid by force account in accordance with Section 1-09.6. Directing implementation by ESC Lead of the measures identified in the SWPPP, shown on the TESC plan, and all other work as included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-09.6. This section is supplemented with the following: Where removal of erosion control BMPs is directed by the Engineer according to 8-01.3(16) or according to these specification and the plans, removal shall be included in the lump sum or unit cost for these respective BMPs. This section is supplemented with the following: "Inlet Protection," per each "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. "NPDES Construction Stormwater General Permit", per lump sum The lump sum contract price for "NPDES Construction Stormwater General Permit" shall be full pay for all costs, including but not limited to, sampling, monitoring, reporting, 

coordinating, inspecting, fees and any other expenses, materials and labor necessary to

fully comply with the requirements of the permit and terminate it upon completion of the project.

"Street Cleaning," per hour.

### **END OF SECTION**

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

#### 8-02.2 Materials

This section is supplemented with the following:

Topsoil Type A 9-14.1(1)
Compost 9-14.4(8)

Installation of new plants within the cement traffic circle include:

- 100 tulip and daffodil bulbs
- 30 crocus bulbs
- 6 Lavendar plants
- 15 Angelina stonecrop ground cover

## 8-02.3 Construction Requirements

This section is supplemented with the following:

 Contractor shall coordinate the removal of the plants in the center of the cement concrete traffic circle with Craig and Mary Cogger at (253) 627-1630 per Special Provisions Section 2-01. Contractor shall coordinate the installation of the tulip and daffodil bulbs, crocus bulbs, lavender, and ground cover with Craig and Mary Cogger.

### 8-02.3(5) 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.

Areas around existing trees to remain shall not be cultivated within the tree drip line or any other areas which appear to have a significant number of existing tree roots, and any areas noted on the plan shall not to be cultivated.

The soil amendment areas shall be brought to a uniform grade, 1-inch, or the specified depth of mulch, below walks, curbs, junction and valve boxes, and driveways, unless otherwise specified.

The costs of removing all excess material and debris shall be considered incidental to and included in the unit contract prices of other Bid items in this contract.

Lightly compact the soil to 85% of the maximum dry density and establish a smooth and uniform finished grade to provide surface drainage and prevent ponding. Positive drainage shall be maintained.

## 8-02.3(6) Soil Amendments

This section is supplemented with the following:

Recycled/compost material in accordance with Section 9-14.4(8) shall be blended with the specified topsoil at a ratio of 1/1 by volume.

# 8-02.3(10) Fertilizers

This section is supplemented with the following:

Fertilizer shall be supplied and applied in the form and rates indicated below:

- C.		
Type of Fertilizer	Application Rate	
Slow release fertilizer with ratio of 3-1-2 for	3 lbs. per 1000 SF	
Nitrogen, Phosphorus, and Potassium.		

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

This section is supplemented with the following:

Bark or wood chip mulch in accordance with Section 9-14.4(3) shall be applied to a depth of 3-4 inches at the location indicated on the Plans or as directed by the Engineer.

Thoroughly water and hose down plants with a fine spray to wash the leaves of the plants immediately after application.

Contractor shall not apply Bark or Wood Chip Mulch directly to the base of stems of woody plants. All mulch shall be kept a minimum of 1" away from the stem of any woody plant.

## 8-02.3(13) Plant Establishment

This section is revised to read:

The Contractor shall maintain the planting areas and all plants planted within the project limits to ensure the resumption and continued growth of the planted material until physical completion of the contract.

Maintenance shall include, but not be limited to, labor and materials necessary for removal of foreign, dead, or rejected plant material, maintaining a weed-free condition, and the replacement of all unsatisfactory plant material planted under the contract.

Planting dates for replacement plant material will be approved by the Engineer.

The Contractor shall meet with the Engineer for the purpose of joint inspection of the project once installation has been completed and thereafter on a periodic "as needed" basis as determined by the Engineer, until the physical completion date of the contract.

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All conditions unsatisfactory to the Engineer shall be corrected by the Contractor within a ten-day period immediately following the inspection. Failure to comply with corrective steps as outlined by the Engineer shall constitute justification of the Contracting Agency to take corrective steps and to deduct all costs thereof from any monies due the Contractor.

The Contractor shall replace all plants stolen or damaged by the acts of others until the physical completion date of the contract.

# 8-02.3(14) Plant Replacement

This section is revised to read:

The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and materials warranty for all planted material. The warranty shall cause the Contractor to remove and replace all rejected plant material during the warranty period. The warranty period shall begin at the date of physical completion of the contract and end one calendar year from that date.

The Contractor shall be responsible for growing or providing enough plants for replacement of all plant material rejected during the warranty period. All rejected plant material shall be replaced at dates approved by the Engineer.

All replacement plants shall be of the same species and quality as the plants they replace. Plants may vary in size reflecting one season of growth should the Contractor elect to hold plant material under nursery conditions for an additional year to serve as replacement plants.

Replacement plants will be subject to the original warranty provision as stated above.

Add the following new sections:

# 8-02.3(17) Site Restoration

During the construction of the new roadway, curb ramps, curb and gutter, sidewalk, driveways, and utilities installations, the Contractor shall replace in kind, including but not limited to: TAGRO, bark or wood chip mulch, and various plants in the traffic circle, any lawn, grassy area, mulch, soil amendments, bark or wood chip mulch, irrigation heads/pipes, residential drain pipes through curb, and landscape pavers behind new asphalt wedge curb affected by the work. Each location of work shall be graded to a smooth and even surface, matching grades. Grading shall be accomplished to blend the new work with the existing ground lines and to maintain natural drainage courses. Restoration of grass areas shall be done through hydroseeding in accordance with Section 8-01.3(2)B. Hand seeding will not be allowed.

## 8-02.3(18) Tree Protection

The Contractor shall protect the existing trees in accordance with City of Tacoma Standard Plans LS-08 through LS-11. Tree protection signs can be found in Appendix 5 of the Urban Forestry Manual, which is available to download on the City of Tacoma's website.

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"Site Restoration", per force account

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, including plants and topsoil in the traffic circle, and those not included as specific bid items according to the Plans and Specifications, including but not limited to replacement of irrigation

Tree protection fence shall be installed around all trees and shrubs to remain in the locations shown on the plans as well as all trees to remain within 10 feet of the grading, clearing and grubbing and/or demolition limits as specified on the Plans. The fence shall be installed at the edge of the tree drip line of the existing trees or as determined by the Engineer.

The tree protection fencing locations shown on the plans are conceptual. It is the responsibility of the contractor to stake the approximate location of the tree protection fencing based on these Specifications. A site walk will be conducted by the Engineer or his/her designee and the Contractor to review the approximate Tree protection fencing and determine the final location of the Tree protection fencing.

All tree protection fencing shall be installed prior to any construction, clearing and arubbing, trimming, or excavation activities within the proximity of the trees to be protected. All excavation required within the drip line (within the tree protection fence limits) shall be completed by hand. No roots over 2 inches in diameter shall be disturbed without prior approval from the Engineer.

This section is supplemented with the following:

Irrigation water used to establish vegetation will be considered included in the cost of plants.

All site restoration shall be paid by force account in accordance with Section 1-09.6.

No specific unit of measurement shall apply to the lump sum item "Tree Protection".

### 8-02.5 Payment

8-02.4 Measurement

The pay item for "Plant Selection" is revised to read

"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, 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. Trees shall be planted in accordance with the Urban Forestry Manual and City of Tacoma Standard Plans LS-01 and LS-02.

This section is supplemented with the following:

heads/pipes, reconnection of residential drain pipes through curb within the roadway limits, grass, soil amendments, topsoil, hydroseeding, planting area preparation, grading, scarifying of subsoil, rototilling, planting, bark or wood chip mulching, landscape paver rock restoration, raking, cleanup, and watering necessary to complete the site restoration, as specified, and any additional Work deemed necessary by the Engineer will be paid by force account in accordance with Section 1-09.6.

To provide a common proposal to all bidders, the Contracting Agency has estimated the amount of force account for "Site Restoration" and has entered the amount in the Proposal to become a part of the total bid by the Contractor. Areas disturbed/damaged outside the general limits of the project shall be restored by the Contractor at no expense to the Contracting Agency.

"Tree Protection", per lump sum

The lump sum contract price for "Tree Protection" shall be full pay for all labor, equipment, and materials required to protect existing trees within the general limits of the project or as directed by the Engineer.

### **END OF SECTION**

# 8-04 CURBS, GUTTERS, AND SPILLWAYS (\*\*\*\*\*\*)

## 8-04.1 Description

This section is supplemented with the following:

The Work shall also consist of the installation of a concrete traffic circle located at the S. 21st St. and S. Cushman Avenue intersection.

### 8-04.3 Construction Requirements

This section is supplemented with the following:

The cement concrete traffic circle located at the S. 21<sup>st</sup> St. and S. Cushman Avenue intersection shall be installed per the detail on the Plans including associated pavement markers.

## 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 Construction Requirements is supplemented with the following:

## 8-04.3(6) Cold Weather Work

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

 • The Engineer shall be notified at least 24 hours prior to placement of concrete.

- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

### 8-04.4 Measurement

This section is supplemented with the following:

Cement Concrete Traffic Circle will be measured per each.

**8-04.5 Payment**This section is supplemented with the following:

..

"Cement Conc. Traffic Circle", per each.

The unit contract price per each for "Cement Conc. Traffic Circle" shall be fully pay for all work to complete the concrete traffic circle, including but not limited to, preparation, furnishing, forming, shoring, and installation of the concrete traffic circle and pavement markers. Installation of the landscaping material within the center of the traffic circle shall be paid for by the "Site Restoration" force account bid item.

### **END OF SECTION**

### 8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES (\*\*\*\*\*\*)

### 8-06.3 Construction Requirements

The first paragraph is revised to read:

Cement concrete driveway approaches shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement conforming to the requirements of Section 5-05.

This section is supplemented with the following sub-section:

### 8-06.3(1) Cold Weather Work

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

- The Engineer shall be notified at least 24 hours prior to placement of concrete.
- All concrete placement shall be completed no later than 2:00 p.m. each day.
- Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

### 8-06.4 Measurement This section is supplemented with the following: Construction of driveway entrances shall include the installation of underground conduit per City of Tacoma Standard plans SU-07 through SU-09. 8-06.5 Payment The third paragraph is revised to read: Excavation required for the construction of the driveway entrance 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. Driveway Entrance Type". The construction of the driveway entrance shall also include all costs associated with the installation of underground conduit across the approach. **END OF SECTION** 8-13 **MONUMENT CASES** (March 17, 2003 Tacoma GSP) This section is revised to read: 8-13 MONUMENTS 8-13.1 Description This Work shall consist of constructing monuments in accordance with the Standard Plan and these Specifications, in conformity with the lines and locations shown in the Plans or as staked by the Engineer. 8-13.2 Materials Concrete shall be Class 3000 in accordance with the requirements of Section 6-02. 'Ready Mix' bag concrete shall not be used. Bronze markers will be supplied by the Contracting Agency on City funded projects. 8-13.3 Construction Requirements The Contractor shall construct the poured monument in accordance with the City of Tacoma Standard Plan SU-01. 8-13.4 Measurement

Measurement of the poured monument will be per each.

### 8-13.5 Payment Payment will be made in accordance with Section 1-04.1. "Poured Monument", per each. The unit Contract price per each for "Poured Monument" shall be full pay for all labor, equipment, and materials required to furnish and install the monument, including the removal of existing monuments and necessary pavement removal to accommodate the installation in accordance with the standard plan and specifications. **END OF SECTION** 8-14 CEMENT CONCRETE SIDEWALKS (March 23, 2010 Tacoma GSP) 8-14.3 Construction Requirements 8-14.3(3) Placing and Finishing Concrete The fourth paragraph is revised to read: Curb ramps shall be of the type specified in the Plans. The detectable warning pattern shall have the truncated dome shape shown in the Standard Plans. 8-14.3(4) Curing The second sentence is revised to read: Curing shall be in accordance with Section 5-05.3(13). Section 8-14 is supplemented with the following: 8-14.3(20) Cold Weather Work The following additional requirements for placing concrete shall be in effect from November 1 to April 1: • The Engineer shall be notified at least 24 hours prior to placement of concrete. All concrete placement shall be completed no later than 2:00 p.m. each day. Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer. 8-14.3(21) Thickened Edge for Sidewalk Thickened edge shall be constructed in accordance with the standard plan. **8-14.5 Payment** The pay item "Cement Conc. Sidewalk" is supplemented with the following:

All additional costs related to the construction of thickened edges shall be included in the unit contract cost for "Cement Conc. Sidewalk". The sixth paragraph is revised to read: 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** 8-22 PAVEMENT MARKING (\*\*\*\*\*) 8-22.1 Description This section is supplemented with the following: The Work shall also consist of the installation of ADA access parking symbol with blue background and associated curb paint marking where shown on the Plans. The Work shall also consist of the installation of double yellow paint line at the intersection of S. Cushman Ave. and S. 25th St. 8-22.2 Materials This section is supplemented with the following: Materials used for curb paint shall be the same as for pavement marking paint per Section 9-34.2. Materials for asphalt pavement shall be the same as for pavement marking paint per Section 9-34. 8-22.3 Construction Requirements This section is supplemented with the following: The installation of the ADA access parking symbol with blue background and associated curb paint marking shall be installed per City of Tacoma Standard Plan SU-36E. The installation of the double yellow paint line shall be installed in accordance with City of Tacoma Standard Plan CH-03A. 8-22.4 Measurement This section is supplemented with the following: ADA Access Parking Symbol with Blue Background and associated curb paint marking

will be measured per each.

1 2 3 4	Double yellow paint line will be measured by the linear foot of marking installed in a simultaneous application of two 4-inch yellow lines.
5 6	8-22.5 Payment This section is supplemented with the following:
7 8 9	"ADA Access Parking Symbol with Blue Background", per each
10 11 12 13	The unit Contract per each, for "ADA Access Parking Symbol with Blue Background" shall include all costs to install the disability symbol with the associated curb paint marking per the City of Tacoma Standard Plan SU-36E.
14 15	"Double Yellow Paint Line", per linear foot
16	
17	END OF SECTION
18 19	
20	9-03 AGGREGATES
21	(September 20, 2018 Tacoma GSP)
22	(60)
23	9-03.21 Recycled Material
24	
25	9-03.21(1) General Requirements
26	(June 16, 2016 Tacoma GSP)
27	This section is supplemented with the following:
28	
29	Recycled materials will only be permitted upon approval of the Engineer. Recycled
30	concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,
31	and extra excavation area backfill material.
32	
33	
34	END OF SECTION
35	
36	
37	9-08 PAINTS AND RELATED MATERIALS
38	(March 23, 2010 Tacoma GSP)
39	The following section is added:
40	O OO OO Delution Ounfaire Ounfaire
41	9-08.20 Painting Surfaces Systems
42	The curfeece shall be pointed in accordance with the type meterials and expecures as
43 44	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.
44 45	identified in this section. The Contractor shall provide the Engineer with a paint him.
46	9-08.20(2) Concrete
47	
48	A. Exposed/outside exposure
49	1. 1 <sup>st</sup> Cost: Section 9-08.3 (3.0-mils)
50	
51	B. Exposed/Interior exposure

1. 1st Cost: Section 9-08.1(3) (2.0-mils) 2. 2<sup>nd</sup> 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

### **END OF SECTION**

### 9-14 EROSION CONTROL AND ROADSIDE PLANTING (\*\*\*\*\*\*)

### 9-14.1 Soil

### 9-14.1(1) Topsoil Type A

This section is supplemented with the following:

### **City of Tacoma Soil Amendment Materials Requirement:**

Topsoil Soil Type A:

- Sand or sandy loam per USDA soil texture classification. The mixture shall contain a
  minimum of approximately 5% organic matter for seeded areas or a minimum of
  approximately 10% organic matter for planting beds. The sand or sandy loam shall
  be free of weeds, deleterious materials, rocks, and debris.
- 2. 100% of the Topsoil Type A shall pass through a 3/4-inch screen, less than 25% shall pass through a #200 sieve.
- 3. The pH range shall be between 6.0 and 8.0, or match the pH of the original undisturbed soil.

Submit one-gallon sample, source, and letter of certification from the supplier to the Contracting Agency for approval prior to installation.

### 9-14.4 Mulch and Amendments

### **9-14.4(3) Bark or Wood Chip Mulch** *This section is revised to read:*

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: <a href="www.piercecountyweedboard.wsu.edu">www.piercecountyweedboard.wsu.edu</a>, 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:

1	
2	
3	
4	

Sieve Size	ieve Size Percent Passing	
	Minimum	Maximum
2"	95	100
1"	70	100
5/8"	0	50
1/4"	0	40

No Particles may be longer than eight inches.

### 9-14.4(8) Compost

This section is supplemented with:

Compost for Soil Amendment Type 2 shall be Fine Compost.

### **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

### END OF SPECIAL PROVISIONS

### **APPENDIX A**

### CITY OF TACOMA AND WSDOT STANDARD PLANS

# BPASS MARKER 12" DIA. CORE DRILLED (WINN.) 112" ID. CEM. CONC. BASE. CLASS 3000

### NOTES:

- Concrete base shall be poured in place. Hand mixed concrete is prohibited. Concrete base need not be formed.
- Notice to surveyors: any monument set in the City of Tacoma must bear the land surveyor number of the surveyor setting the monument. Monuments set as part of an approved plat are exempt.
- The surveyor is to supply the City of Tacoma with a copy of the calculations used to determine all monument positions before the monuments are set.
   Brass marker for City of Tacoma funded projects will be supplied by the City, all other brass markers to be
- 5. Monument must be magnetically locatable.

supplied by the contractor.

 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.

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

SEPTENGINEER

APPROVED FOR PUBLICATION

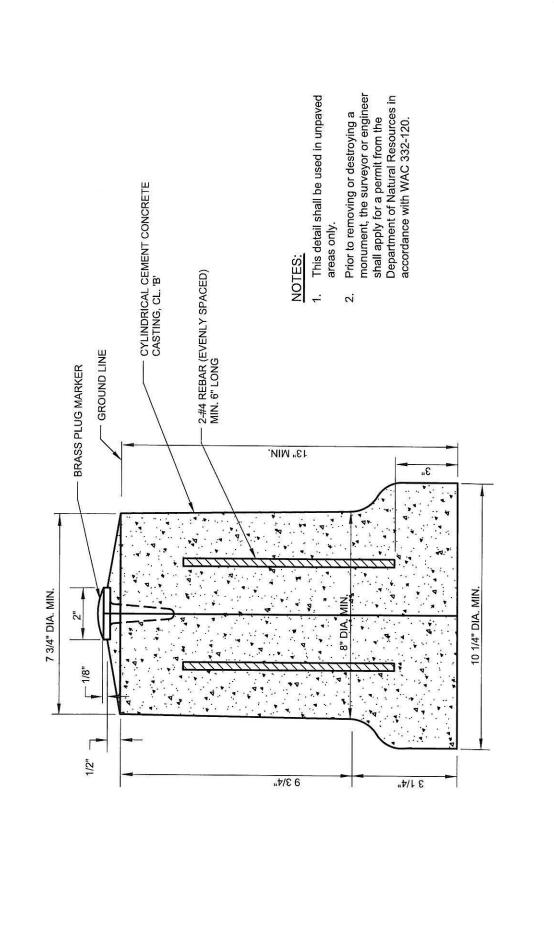
ORIGINAL PARAMETRICATION

DATE

DATE

POURED MONUMENT

STANDARD PLAN NO.



PRECAST CONCRETE MONUMENT

APPROVED FOR PUBLICATION

STANDARD PLAN NO.

CITY ENGINEER

**DEPARTMENT OF PUBLIC WORKS** 

CITY OF TACOMA

### 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 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 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 CONCRETE TRAFFIC CURB INTEGRAL CEMENT APPROVED FOR PUBLICATION 1" R VAR. DEPTH CONCRETE **PAVEMENT** ASPHALT 51/2" CEMENT CONCRETE CURB & GUTTER % R For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil. TYPE "C" MOUNTABLE CONCRETE CEMENT **PAVEMENT** X В CITY ENGINEER 1/2" R 12 Flush with gutter pan at curb ramp entrance or % vertical lip at driveway entrance. All joints shall be saw cut full depth prior to restoration and 38" expansion joint installed. CURB 12" R Unsuitable foundation shall be replaced with 3/8" crushed surfacing top course. CEMENT CONCRETE TRAFFIC **CURB & GUTTER** 1 R 1/2" R Foundations shall be fully compacted prior to form placement. 3/4" 1, 6,, curb shall be 6", unless otherwise shown on plans. TACOMA WATER ENVIRONMENTAL GMS SERVICES 5-04.3(5)C for asphalt concrete surfaces. 61/2" CEMENT CONCRETE **VALLEY GUTTER** Concrete finish shall match existing. Ω 12 12" K **REVIEWED BY** 24" 12 TACOMA POWER PUBLIC WORKS NOTES NOTES X B 2, 8, 4, 73 9 7

PAVEMENT VAR. DEPTH CONCRET ASPHALT

34 " MIN. OR AS DIRECTED BY

ENGINEER ĸ

d

B

12" 1"R CEMENT CONCRETE CURB & GUTTER

TYPE "D" MOUNTABLE

**SU-03** 

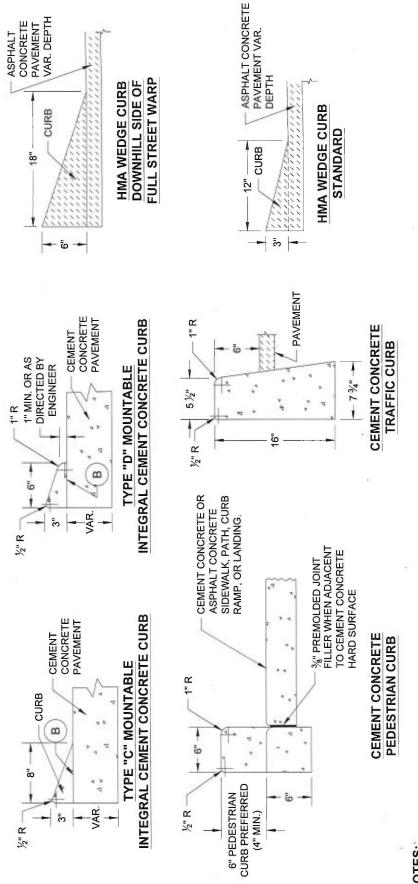
STANDARD PLAN NO.

CEMENT CONCRETE **CURB AND GUTTER** 

CITY OF TACOMA

### NOTE:

Flush with gutter pan at curb ramp entrance or %" vertical lip at driveway entrance. B



### NOTES:

- 1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
- 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.
  - All joints shall be saw cut full depth prior to restoration and 3/8" expansion joint installed.
    - Concrete finish shall match existing. 4.
- 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. 5
- Foundations shall be fully compacted prior to form placement. Ö.

7. Unsuitable foundation shall be replaced with 5/8" crushed surfacing top course.

ENVIRONMENTAL SERVICES REVIEWED BY PUBLIC WORKS DCS

TACOMA POWER

NA

TACOMA WATER

8/16/16 DATE CITY ENGINEER

APPROVED FOR PUBLICATION

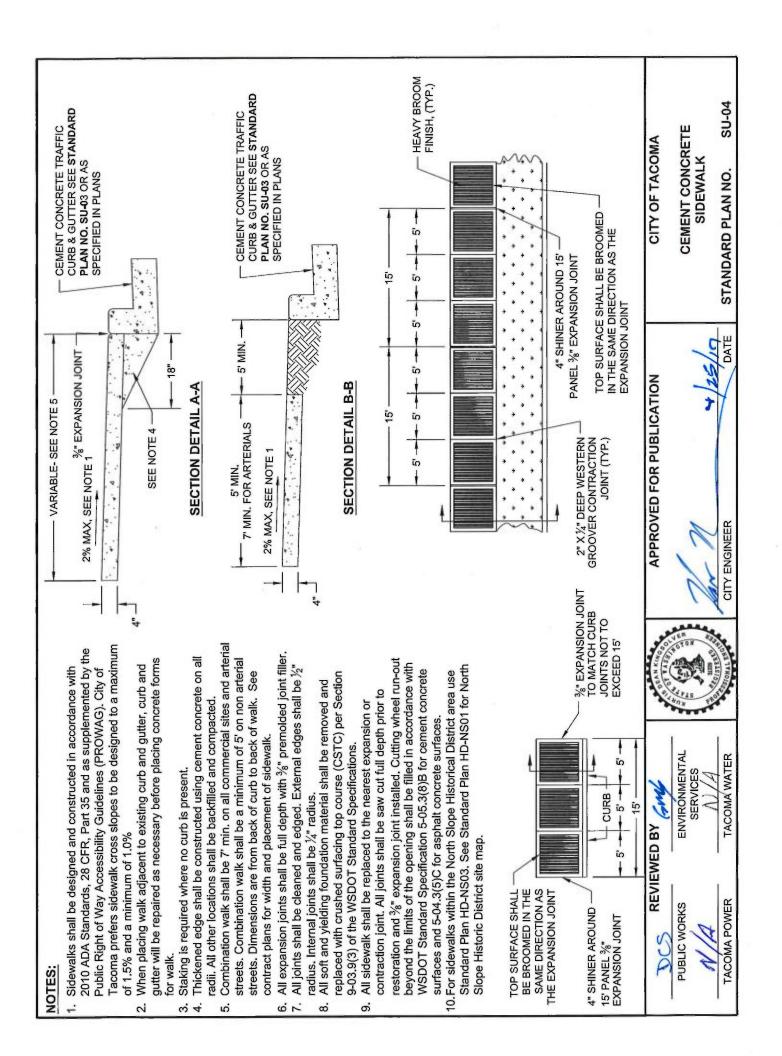
ASPHALT WEDGE CURB

**CURB AND GUTTER AND** 

CEMENT CONCRETE

CITY OF TACOMA

**SU-03A** STANDARD PLAN NO.



### GENERAL NOTES:

- the Contract Plans. The curb ramp centerline shall be parallel to the direction of the crossing. Forty-five (45) degree curb over 45 degree ramps. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown on Provide a separate directional curb ramp for each marked or unmarked crosswalk. Directional curb ramps are preferred amps shall be installed only after approval by the City's ADA Coordinator or the Street Operations Division Manager.
- be flush and perpendicular to the direction of travel. There shall be no vertical discontinuity between the base of curb ramp Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall ri
- 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. 3
  - See Contract Plans for the curb design specified. See Standard Plan SU-03 and SU-03A for Curb, and Curb and Gutter

4

- A thickened edge shall be constructed to full depth of adjacent curb along entire curb radius.
- For sidewalk and curb ramps within the North Slope Historical District area see North Slope Historic District Site Map, HD-NS01. Apply Lamp Black 1lb. per cubic yard of cement concrete or as required for discoloration in accordance with ASTM D209-81 Standard Specifications for Lamp Black pigment 6 5
  - The running slope of a curb ramp shall not exceed 8.3% but does not require the ramp length to exceed 15 feet to avoid chasing the slope indefinitely when connecting to steep grades.
    - Curb ramp, turning space and flares shall receive a broom finish, see WSDOT Standard Specifications 8-14.
- 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. ω. 6
- Engineer's note on the stamped drawings. Rationale supporting the design variance shall be provided by the Engineer and 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 shall include a description of the scope of work, the site-specific factors affecting compliance, and the measures implemented to improve compliance. 10.
  - 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.
    - Consult the City's Curb Ramp Installation Matrix and the Right Of Way Restoration Policy for additional requirements. 5, 6,
- ntersections where signalization is anticipated within the next 6 years. Coordinate with Public Works Engineering, Traffic Conduit for APS equipment shall be installed during curb ramp construction at all signalized intersections and at
- A Pedestrian Accessibility Control Plan shall be developed in conjunction with each project-specific Temporary Traffic Control Plan for all work in the ROW. 4
  - Pedestrian traffic shall NOT be directed behind the stop bar.
- Curb ramp alignment should be consistent with crosswalk alignment
- Curb ramp shall be 5' minimum in width.
- Catch basins shall be located upstream of curb ramps outside of flare/wing for new construction or when performing storm sewer upgrades. 15. 15. 18.
  - For constructability purposes, the City recommends designing to less than the maximum allowable slopes.

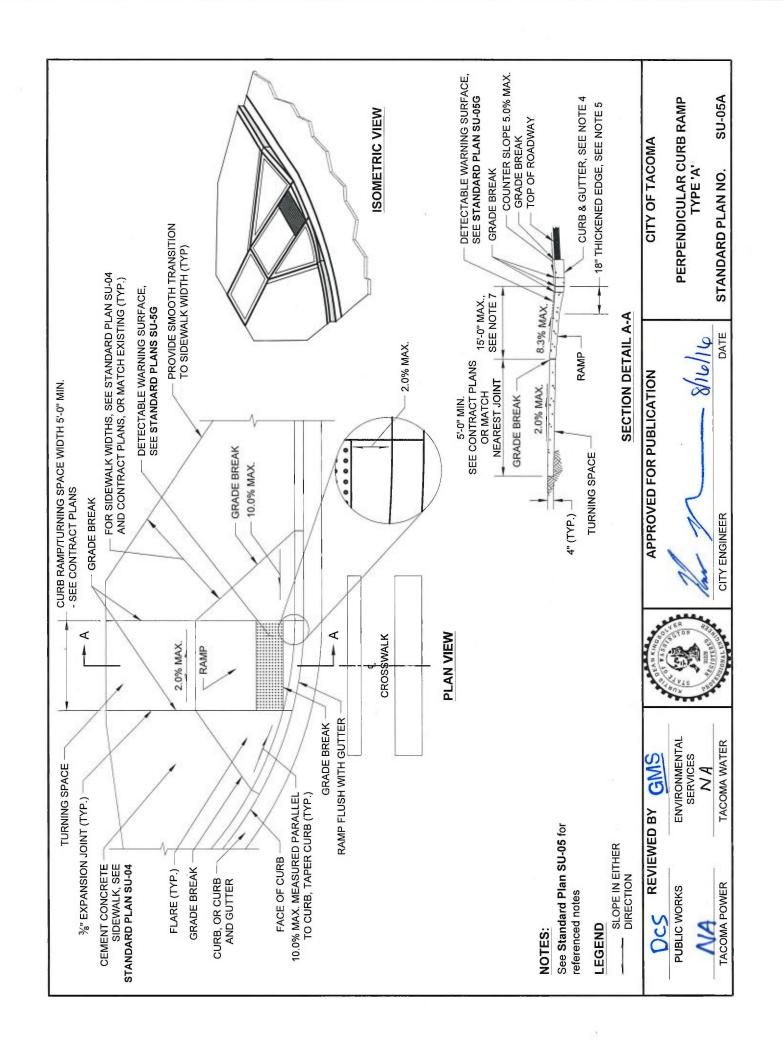
ENVIRONMENTAL TACOMA WATER GMS SERVICES REVIEWED BY TACOMA POWER PUBLIC WORKS

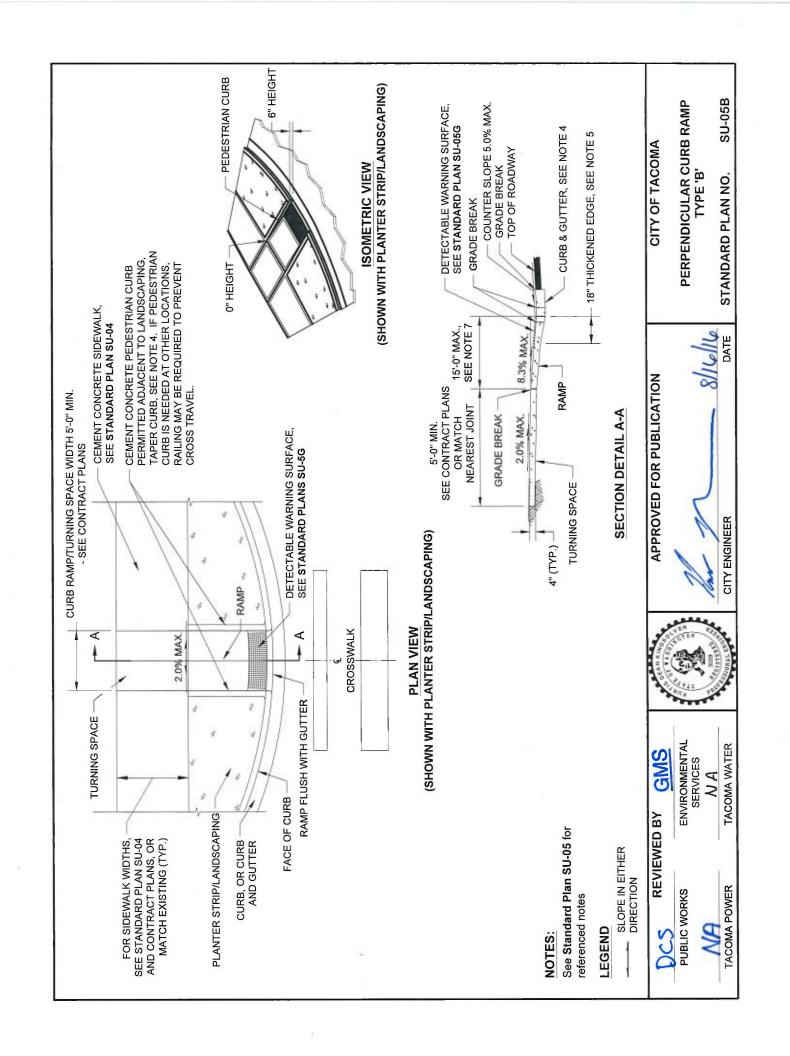
CITY ENGINEER

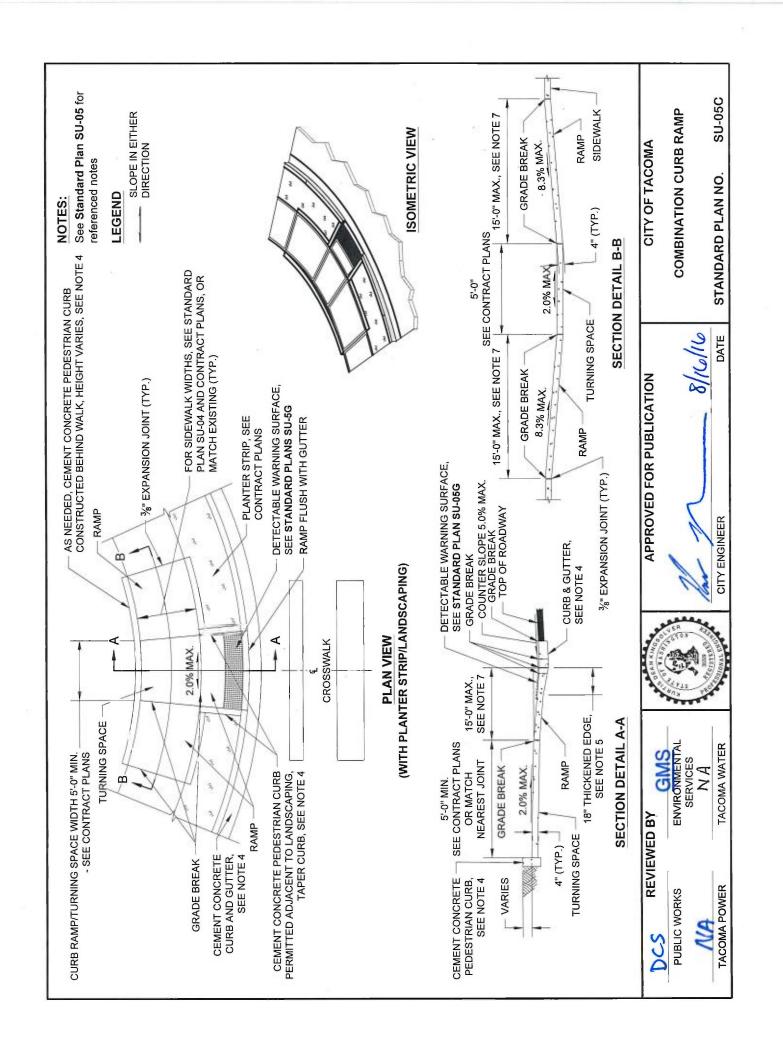
APPROVED FOR PUBLICATION

GENERAL INFORMATION **CURB RAMP DETAILS** CITY OF TACOMA

STANDARD PLAN NO.





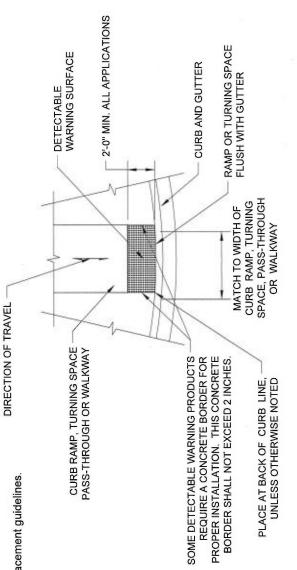


### NOTES

- The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares) or the turning area.
- The rows of truncated domes in a Detectable Warning Surface shall be parallel with ď
  - See Standard Plans SU-04 through SU-05F for sidewalk and curb ramp details. the direction of wheelchair travel.
- If a curb is not present, place the Detectable Warning Surface at the edge of the pavement. ω 4·
- 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. 5
- The Detectable Warning Pattern area shall be yellow and shall match the color of Federal Standard 595a, color number 33538. Ö.
- See Standard Plan SU-05H for Detectable Warning Surface placement guidelines.

+ V +

В



# DETECTABLE WARNING SURFACE DETAIL

MIN. MAX. A 1.60"2.40" B 0.65" -C 0.45"0.90" D .90 1.40" E 0.20"0.20"

1

TRUNCATED DOME DETAILS

TRUNCATED DOME SPACING

B



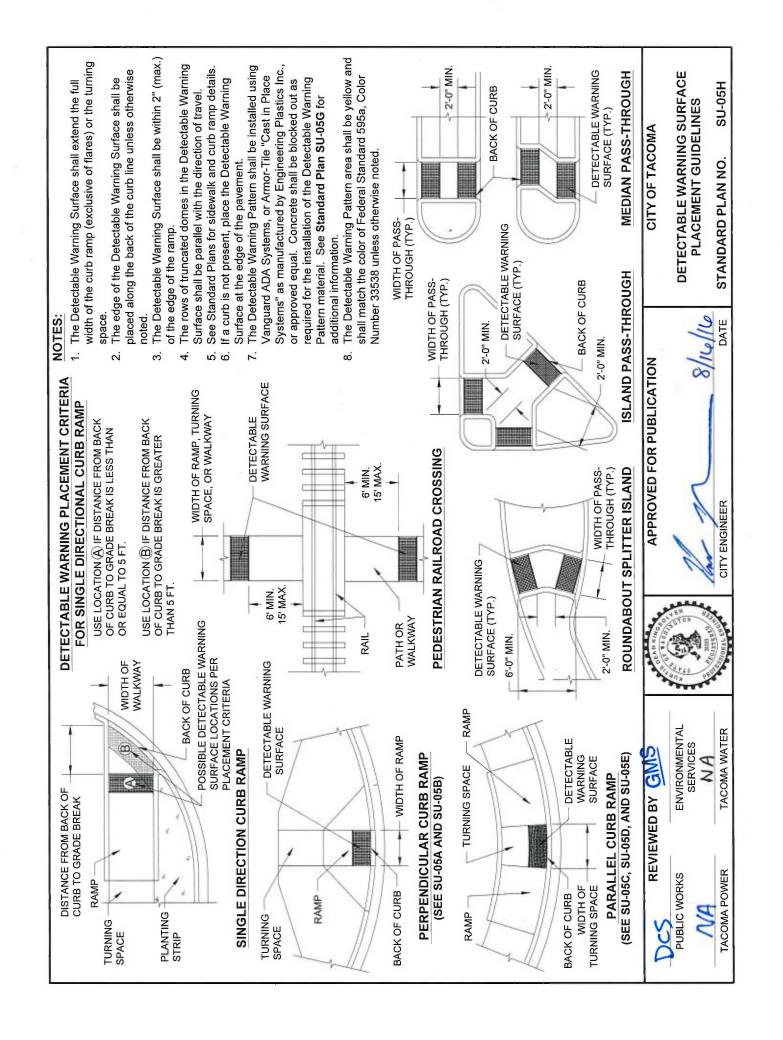


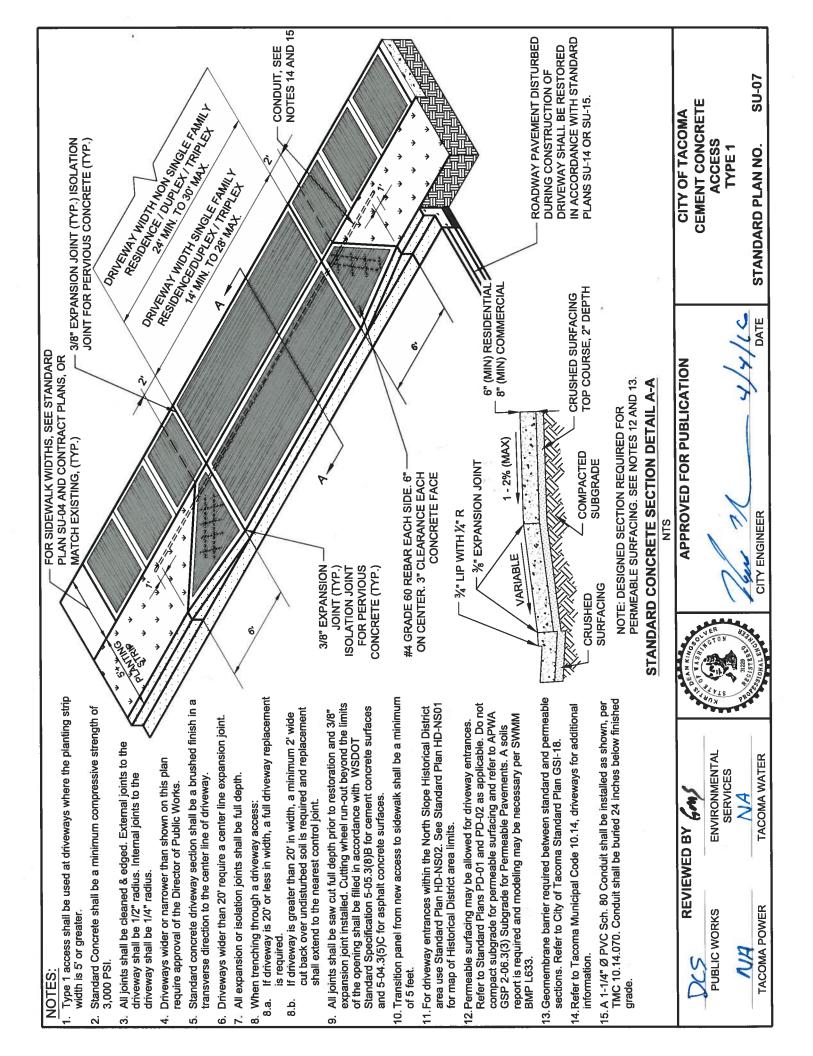


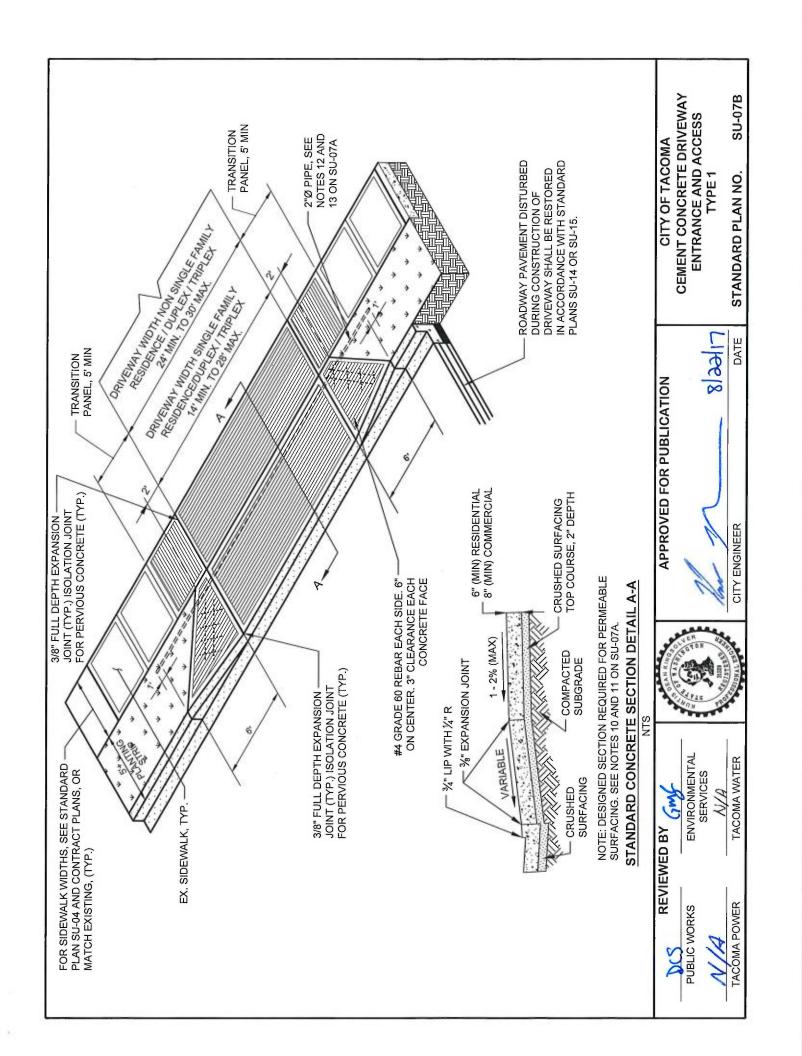
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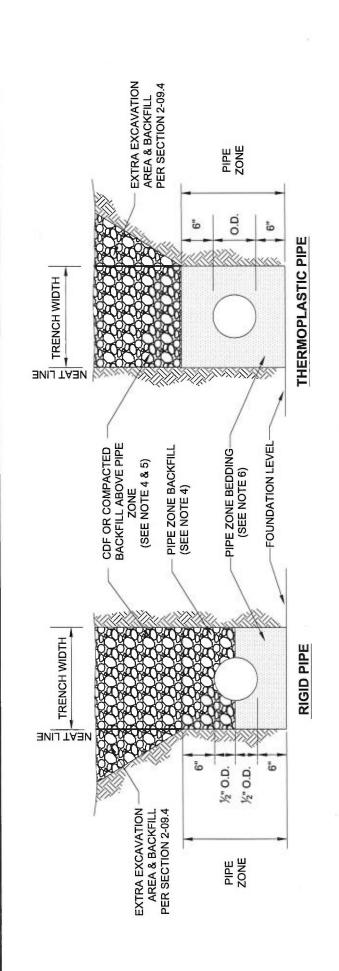
DETECTABLE WARNING SURFACE CITY OF TACOMA DETAILS

SU-05G STANDARD PLAN NO.









### NOTES:

- Provide uniform support under barrel and provide pockets in bedding for pipe bells.
- Hand tamp under haunches.

ri

- Trench width shall be as specified in Section 2-09.4 of the WSDOT Standard Specifications.
- 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.
- All trenches shall be compacted in accordance with SU-28.

5

 Pipe zone bedding shall meet the material requirements of WSDOT Standard Specification Section 9-03.9(3) for crushed surfacing top course.





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CITY ENGINEER

CITY OF TACOMA
PIPE ZONE BEDDING AND BACKFILL
FOR SANITARY AND STORM
SEWERS

STANDARD PLAN NO.

### NOTES

- Use the following as a guide of when each Entrance or Access Type should be used
- Cement Concrete Driveway Entrances Type 1 (Entrances) or Accesses Type 1 (Accesses) shall be used at driveways where the planting strip width is 5' or greater ei ei
- Cement Concrete Driveway Entrances Type 2 (Entrances) or Access Type 2 (Accesses) shall be used at driveways and alleys where the planting strip is less than 5' wide. 1.6
- Accesses Type 3 (Accesses) shall be used at alleys where the Standard Concrete shall be a minimum compressive strength of planting strip is 5' wide or greater.

Cement Concrete Driveway Entrance Type 3 (Entrances) or

ر. د:

Concrete Joints:

3,000 PSI

All joints shall be cleaned & edged

3.a.

- External joints to the driveway shall be 1/2" radius. Internal All expansion or isolation joints shall be full depth.
- All joints shall be saw cut full depth prior to restoration and 3/8" expansion joint installed. Cutting wheel run-out beyond the WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete limits of the opening shall be filled in accordance with oints to the driveway shall be 1/4" radius. 3.d.
- Entrances and Accesses wider or narrower than shown on this plan require approval of the Director of Public Works.
- transverse direction to the center line of Entrance or Access. Entrances and Accesses shall have a brushed finish in a Ď.
- Entrances or Accesses wider than 20' require a center line expansion joint. ø.
- When trenching through an Entrance or Access:
- If Entrance or Access is 20' or less in width, full replacement is required. 7.a.
- If Entrance or Access is greater than 20' in width, a minimum 2' wide cut back over undisturbed soil is required and replacement shall extend to the nearest control joint. 7.b.
- Transition panel from new Entrance or Access to sidewalk shall be a minimum of 5 feet. ထ
- For Entrances or Accesses within the North Slope Historical District area use Standard Plan HD-NS02. See Standard Plan HD-NS01 for map of Historical District area limits. တ်

Permeable surfacing may be allowed for Entrances or Accesses Refer to Standard Plans PD-01 and PD-02 as applicable. Do not compact subgrade for permeable surfacing and refer to APWA report is required and modeling may be necessary per SWMM GSP 2-06.3(3) Subgrade for Permeable Pavements. A soils 9

- Geomembrane barrier required between standard and permeable sections. Refer to City of Tacoma Standard Plan GSI-18. 7
  - Refer to Tacoma Municipal Code 10.14, driveways for additional information. 12
- A 2" Ø PVC Sch. 80 Pipe with capped ends shall be installed as shown, per TMC 10.14.070. Pipe shall be buried 24 inches below finished grade and have a pull string and location wire per WSDOT 9-29.3(2)A4. 3
- Detectable Warning Surface shall be placed at alleys if the ADT is placed the full width of the sidewalk in accordance with City of concerns. The detectable warning pattern, if needed, shall be greater than 700, in the downtown area, located near a high pedestrian volume area, or where there are sight distance acoma Standard Plan SU-05A. 4
  - standards as defined by the City of Tacoma's Design Manual, the When an existing entrance or access does not meet current ADA entire entrance or access shall be replaced to current ADA standards 15

CEMENT CONCRETE DRIVEWAY **ENTRANCE AND ACCESS** CITY OF TACOMA TYPE 1

STANDARD PLAN NO.

DATE

<u>に | 後 | 8</u>

TACOMA WATER

TACOMA POWER

ENVIRONMENTAL

SERVICES

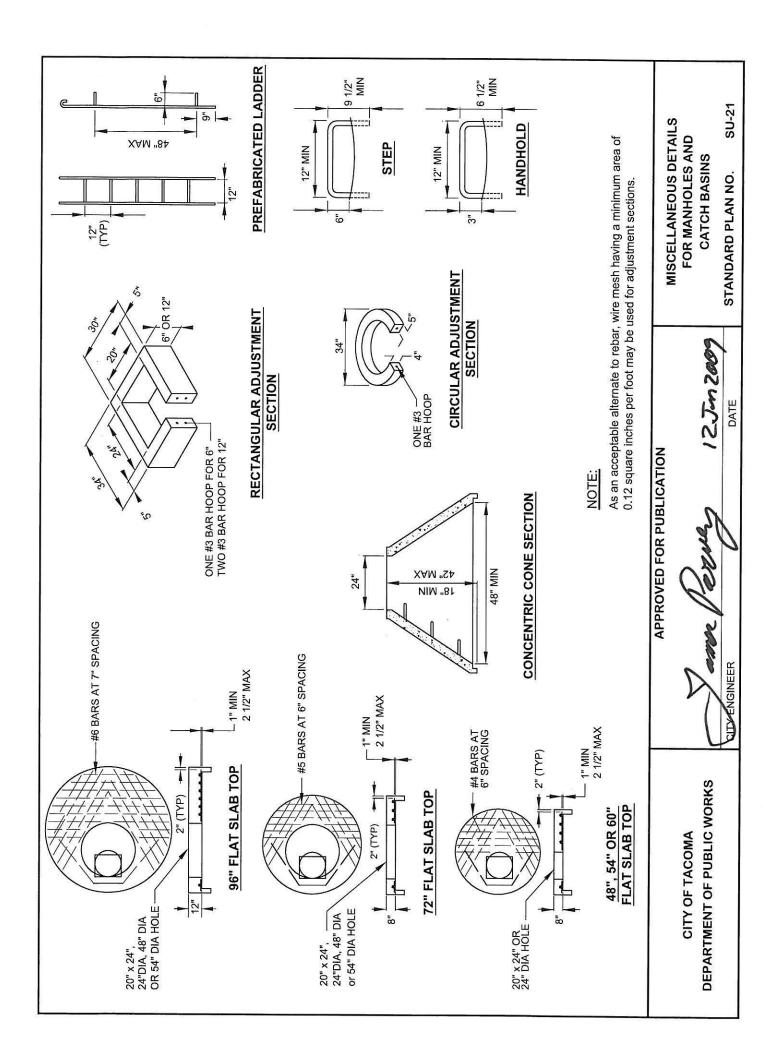
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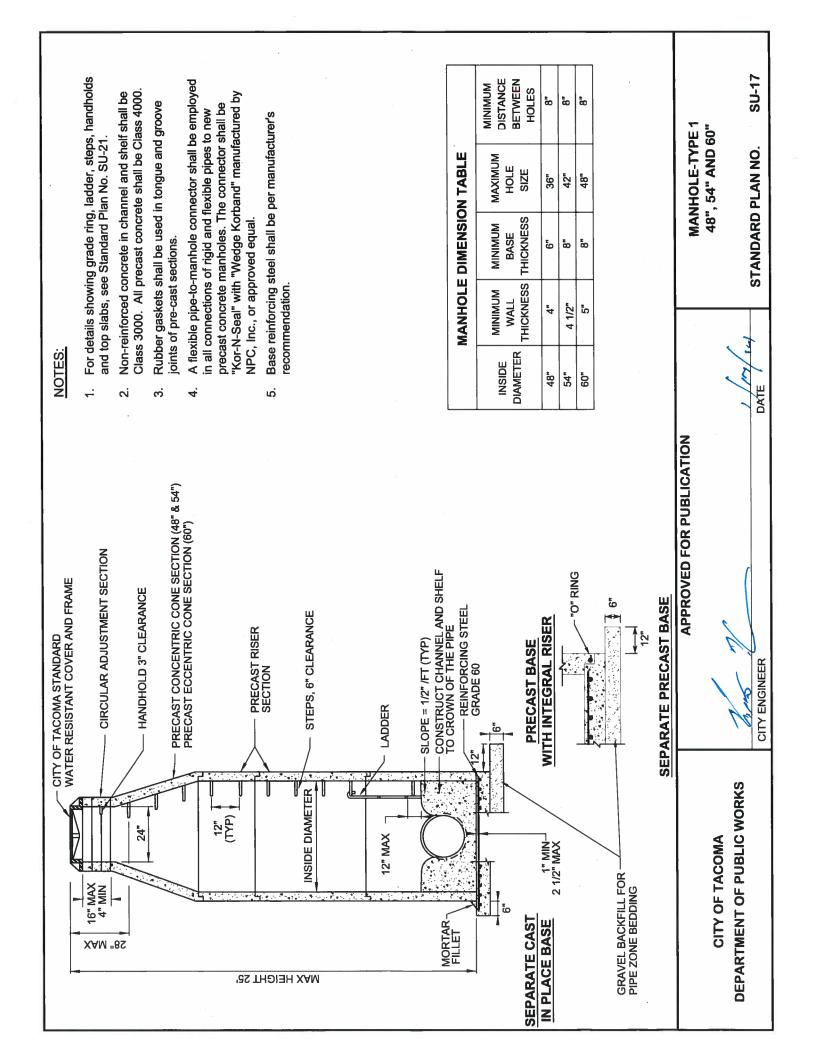
PUBLIC WORKS

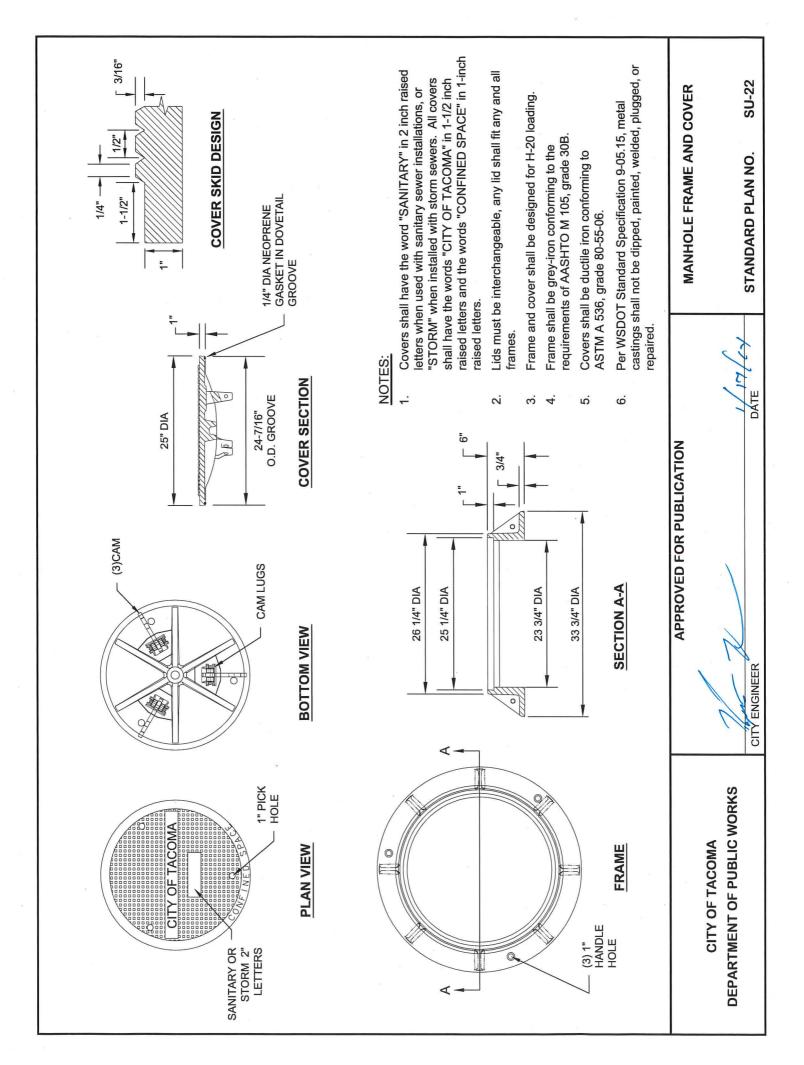
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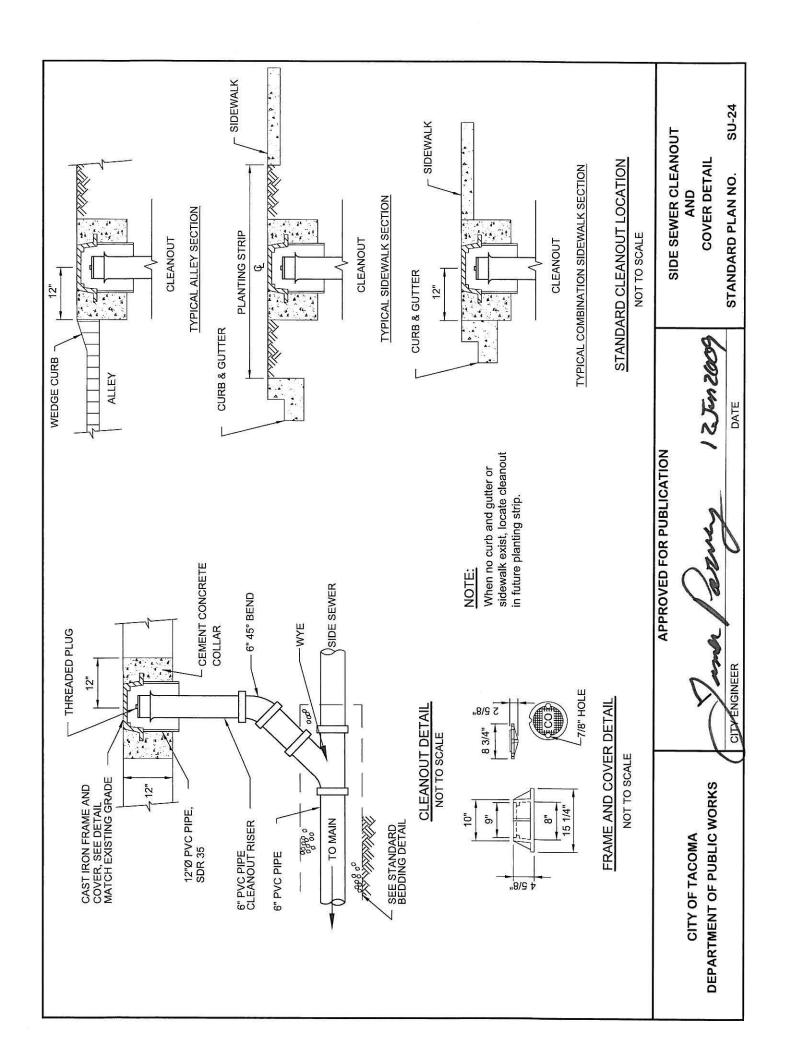
CITY ENGINEER

SU-07A









COM	PACTION T	COMPACTION TESTING REQUIREMENTS A
DEPTH		TESTING FREQUENCY <sup>©</sup>
	VERTICAL	VERTICAL HORIZONTAL
SURFACE (BELOW HMA) N/A	N/A	1 TEST EVERY 150 LINEAR FEET OF TRENCH OR MINIMUM 2 PER TRENCH
		1 TEST FOR 150 SQUARE FEET FOR ISOLATED PATCHES <sup>8</sup>
1 TO 4 FEET (OR MIN 18 1 EVERY 12 SAME AS FOR SURFACE IN. ABOVE PIPE)	1 EVERY 12 INCHES	SAME AS FOR SURFACE
> 4 FEET TO BOTTOM OF TRENCH	NO SPECIFIC VERIFICATIO	> 4 FEET TO BOTTOM OF NO SPECIFIC REQUIREMENT - MAY BE REQUIRED BY COT INSPECTOR FOR TRENCH

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.

HOURS OF TESTS.

B. ONLY ONE COMPACTION TEST WILL BE REQUIRED FOR MULTIPLE TRENCHES WITHIN A 150 SF AREA PROVIDED COMPACTION PROCEEDINGS AND THE SAME

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:

 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. Native backfill will require laboratory testing to determine max. modified proctor density. Imported backfill will require submittal of proctor test results from supplier.  See WSDOT Standard Specification Section 2-09.3(1)E for material requirements on "Controlled Density Fill" (CDF). CDF may be used for trenches less than 24 in. wide or as approved by the City Engineer. CDF shall be vibrated/compacted.

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

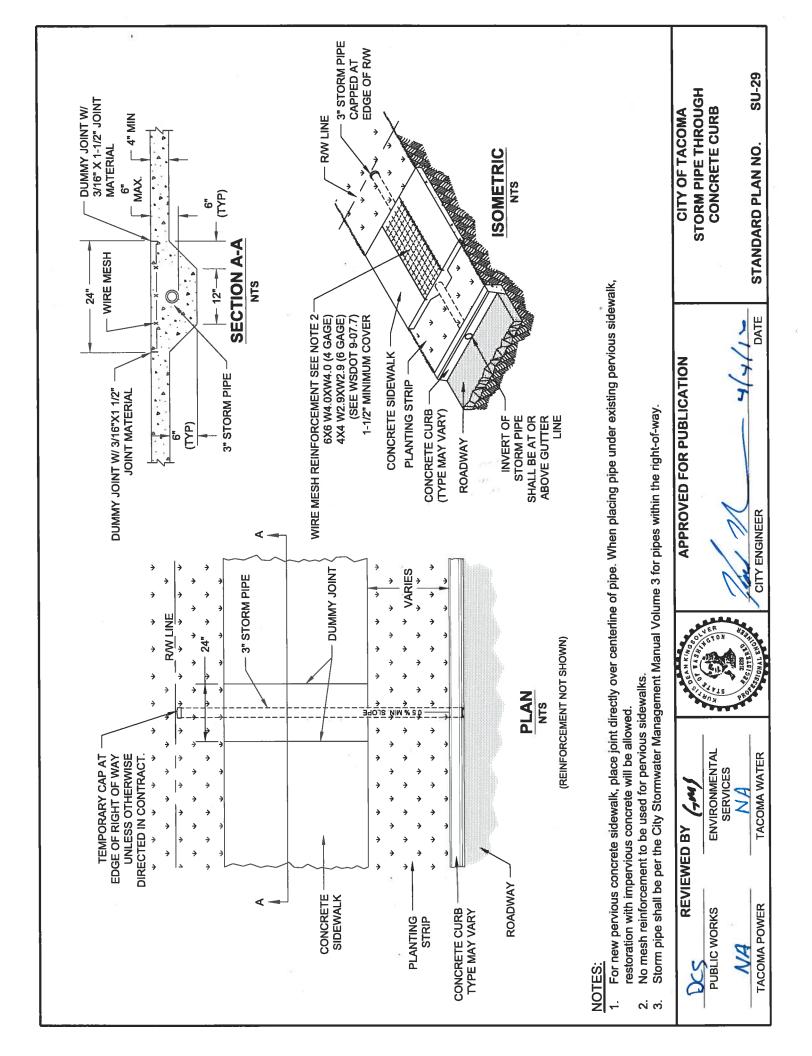
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CITY ENGINEER

DATE

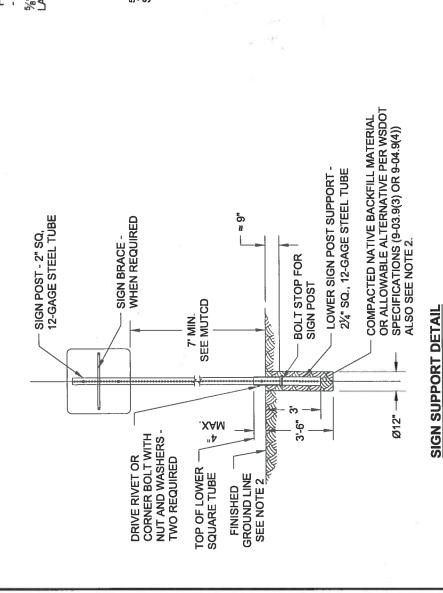
TRENCH BACKFILL
COMPACTION REQUIREMENTS

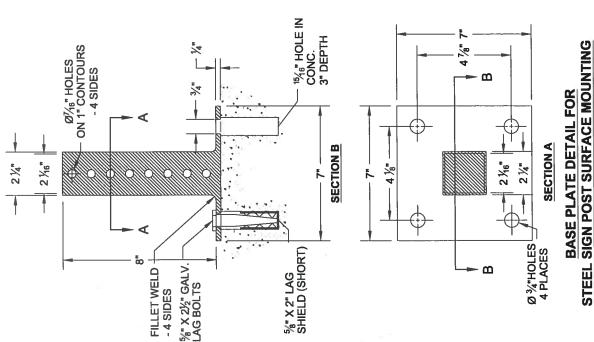
STANDARD PLAN NO.



## NOTES:

- (Exception: Surface mounting of flexible post object markers within islands or medians Surface mounting of sign posts, especially within traffic islands or medians, is only allowable with special authorization from the city's traffic engineering group, is permitted).
  - 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. ri





CITY OF TACOMA (SEE NOTE 1) APPROVED FOR PUBLICATION

INSTALLATION

SIGN POST

STANDARD PLAN NO.

TACOMA WATER

TACOMA POWER

SERVICES

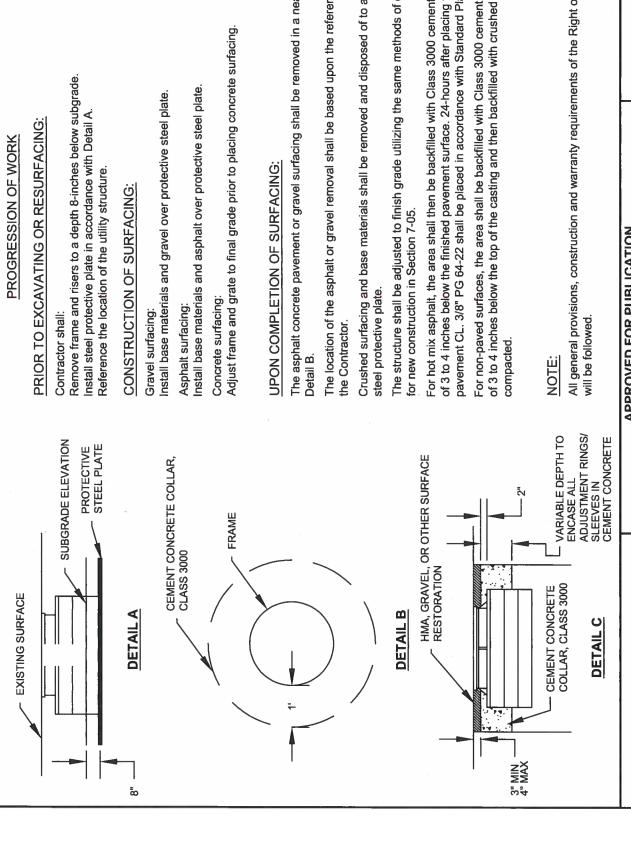
**FOR STEEL SIGN POST** 

REVIEWED BY

PUBLIC WORKS

ENVIRONMENTAL

CITY ENGINEER



The asphalt concrete pavement or gravel surfacing shall be removed in a neat circle in accordance with

The location of the asphalt or gravel removal shall be based upon the reference location established by

Crushed surfacing and base materials shall be removed and disposed of to allow the removal of the

The structure shall be adjusted to finish grade utilizing the same methods of construction as specified

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.

of 3 to 4 inches below the top of the casting and then backfilled with crushed surfacing top course and For non-paved surfaces, the area shall be backfilled with Class 3000 cement concrete to an elevation

All general provisions, construction and warranty requirements of the Right of Way Restoration Policy will be followed.

## APPROVED FOR PUBLICATION

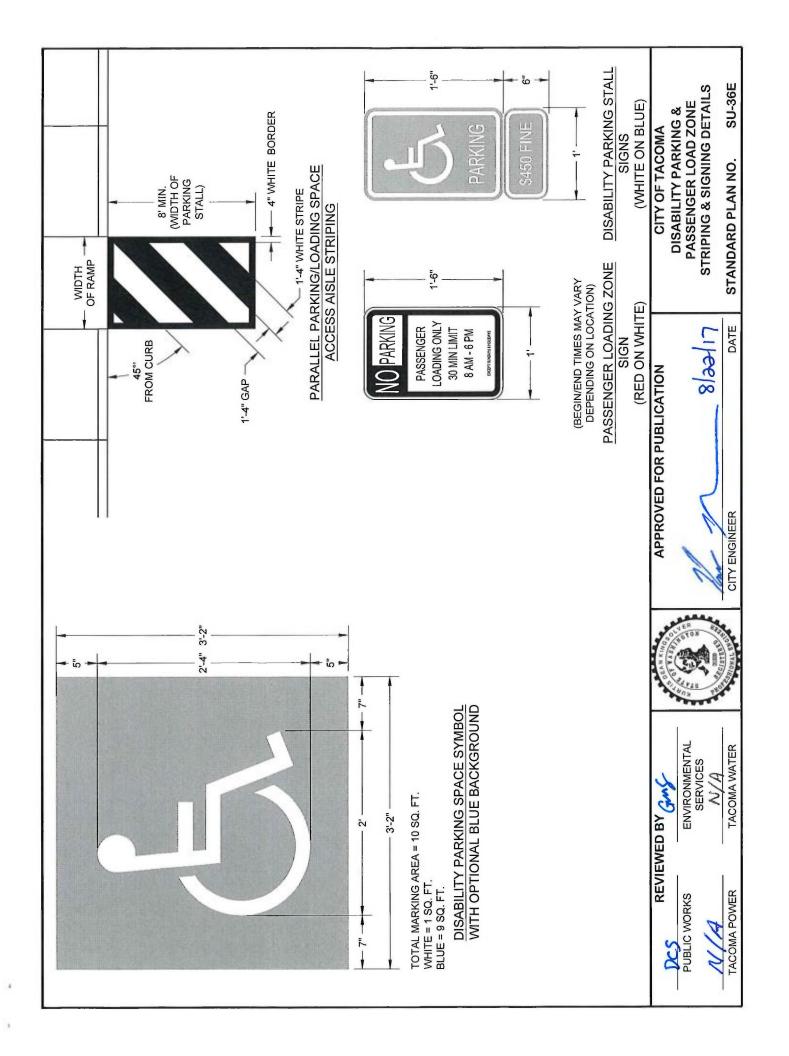
STANDARD PLAN NO.

CITY ENGINEER

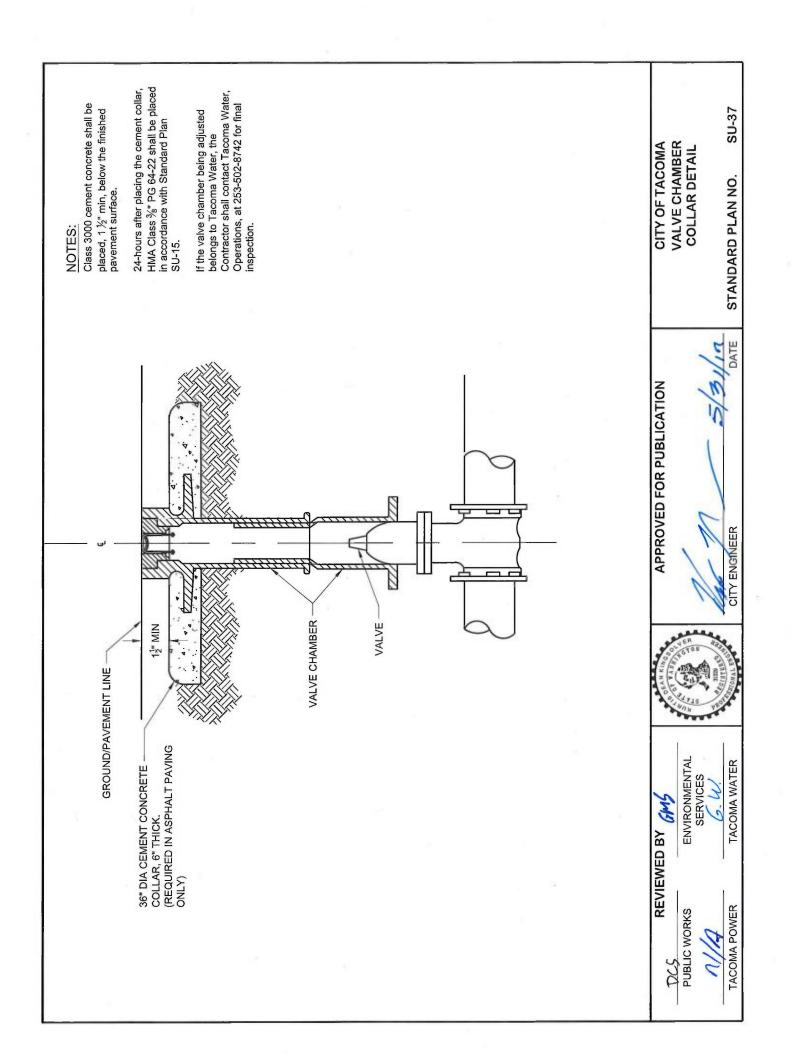
**DEPARTMENT OF PUBLIC WORKS** 

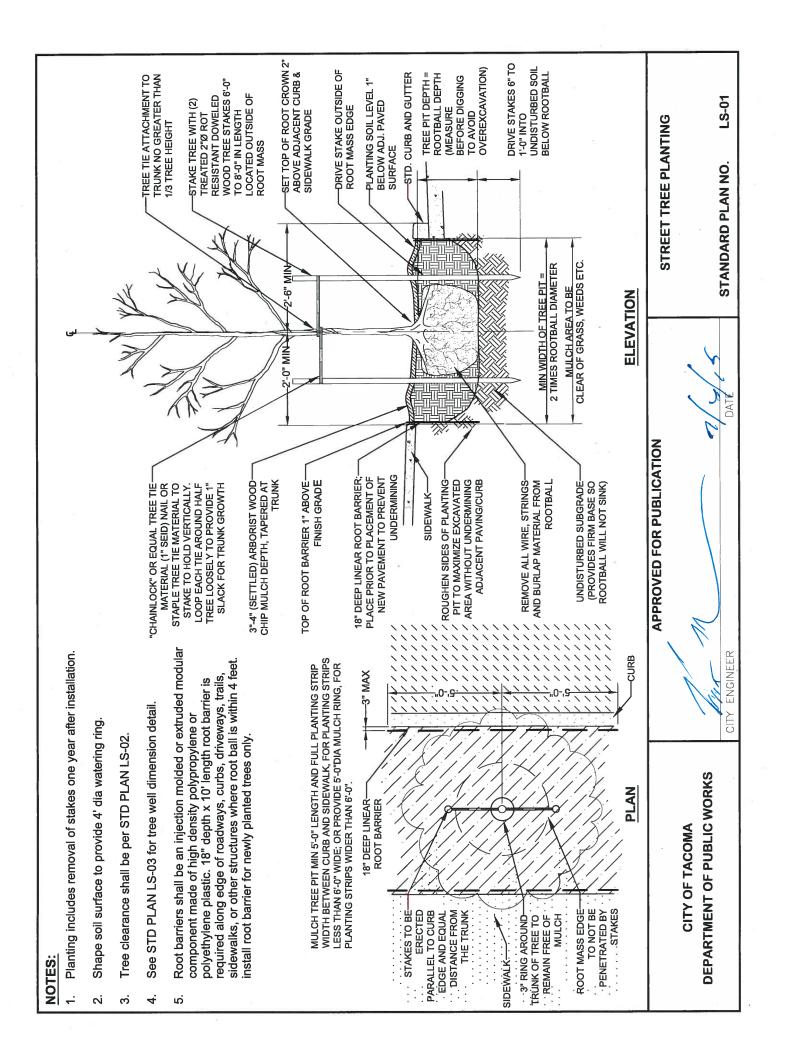
CITY OF TACOMA

UTILITY ADJUSTMENT



SIDEWALK.	SUPPLEMENTAL FACE OF CURB (FULL CURB & GUTTER HEIGHT) PAINT. WHITE FOR DISABILITY PARKING LANE PARKING. YELLOW FOR PASSENGER ////////////////////////////////////	SIDEWALK	CURB & G  COURB & G  C	CITY OF TACOMA PARALLEL DISABILITY PARKING STALL OR PASSENGER LOAD ZONE WITH ADJACENT PLANTING STRIP STANDARD PLAN NO. SU-36A
DISABILITY PARKING OR PASSENGER LOADING ONLY POLE & SIGN, PER STANDARD PLAN SU-34 AND SU-36E CONCRETE ON EDISABILITY LANDING PAD PAD PAD	SUPPLEME  SUPPLEME  HEIGHT) P.  HOAD ZON  15'	B RAMP B RAMP FF NDING	MIN.  STANDARD OF LOADING SPACE ACCESS AISLE STRIPING, PER ACCESS AISLE STRIPING, PER	APPROVED FOR PUBLICATION  8/a3/17  CITY ENGINEER  DATE
SEE STANDARD PLANS SU-05 SERIES FOR CURB RAMP SPECIFICATIONS	STANDARD SU-36E  DISABILITY SYMBOL FOR –  DISABILITY PARKING ONLY,  PER STANDARD SU-36E  DISABILITY PARKING ONLY,  DISABILITY PARKING ONLY,		SUPPLEMENTAL FACE OF CURB (FULL HEIGHT) PAINT. WHITE FOR DISABILITY PARKING. YELLOW FOR PASSENGER LOAD ZONE    DISABILITY SYMBOL FOR	REVIEWED BY (1907) SERVICES  N/A  TACOMA WATER  CONTROLL  TACOMA WATER  CONTROLL  TACOMA WATER





### 8'-0" TO REMAIN CLEAR AT MATURITY OVER SIDEWALKS **LS-02** 5'-0" MIN FREE AND CLEAR STREET TREE CLEARANCE FOR 8'-0" CLEARANCE SIDEWALK **OVER SIDEWALK BRANCH TO BE** STANDARD PLAN NO. REMOVED #-2'-0" MIN-4'-0" MIN PLANTER WIDTH -2'-6" MIN-SOIL DEPTH \_ ... SLOPE SIDES OF PLANTING PIT EXCAVATION AS TO NOT UNDERMINE CURB OR SIDEWALK APPROVED FOR PUBLICATION STD. C&G-14'-0" TO REMAIN CLEAR AT MATURITY OVER ALLEYS AND STREETS The accessible portion of the sidewalk must be a minimum of 5 feet and be free of obstructions. Small trees, whose mature height is 15 to 25 feet, shall have a trunk free of branches up to a minimum of 4 feet. Conifer/evergreen trees shall have a trunk free of branches up Trees with ascending branches (examples - Ulmus Americana and Zelkova Serrata) may be branched 1 foot or More below ENGINEER For minimum unpaved planting area dimensions refer to tree well dimension detail, STANDARD PLAN NO. LS-03. the standard height and still provide proper clearance when Street trees shall have a trunk free of branches up to the height listed below when planted: All other trees shall have a trunk free of branches up to a minimum of 6 feet. 14'-0" 25'-0" 25'-0" 15'-0" 5'-0" 5'-0" 10'-0" 5'-0" 5'-0" 8-0 2.0° 2.0° 2.0° Street trees shall not be less than 1.5 inches in caliper for broadleaf trees or 6 feet in height for evergreen/conifers. MINIMUM TREE CLEARANCES (AT MATURITY) MINIMUM TREE SETBACKS (AT PLANTING): Centerline of tree to centerline of: Street corner (extension of outside face of curb) Stop or yield sign **DEPARTMENT OF PUBLIC WORKS** Water meter, water service & water mains Storm inlet, cb, & manhole Storm/sanitary service connections & mains CITY OF TACOMA Edge of tree to edge of: Utility worker access lids Gas shutoff valves Fire hydrant & hydrant branch to a minimum of 2 feet. Centerline of tree to edge of: Lowest branch to surface of: Other traffic control sign Face of curb Utility pole Pavement Sidewalks Driveway NOTES Ä Ö ۵ m က 4. ď

### 24" 8 ELEVATION **ZONE C ZONE A ZONE B** B To be

# **ZONE A (CRITICAL ROOT ZONE)**

inch dbh tree, the Critical Root Zone is located at measuring 1 foot of radius per 1 inch of diameter The Critical Root Zone is the area under a tree at breast height (DBH) from the trunk outwards and 24 inches in depth. For example: for a 10 least 10 feet out from the trunk and 24 inches

### RESTRICTIONS

- site-specific inspection and approval of methods to minimize root damage. 1. No disturbance allowed without
- encountered, inspection and approval is If roots larger than 2" IN DIA. are required before proceeding trenching/excavation work. 'n
- Tunneling is required to install lines 3'-0" below grade or deeper. က်

# **ZONE C (FEEDER ROOT ZONE)**

example: for a ten inch diameter tree, The Critical measuring 2 feet of radius per 1 inch of DBH from Root Zone is located at least 20 feet out from the he trunk outwards and 24 inches in depth. For The Feeder Root Zone is the area under a tree trunk and 24 inches deep.

### RESTRICTIONS

- approval. \*Surface protection measures 1. Operation of heavy equipment and/or stockpiling of materials subject to
- -excavation by hand or WITH hand-driven -Maintain 2/3 or more of ZONE C in an -Minimize trench width to the extent Trenching permitted as follows: trencher maybe required possible 'n

PLAN

### **ZONE B (DRIP LINE)**

The Drip Line is the area below the tree in which the boundary is designated by the edge of the tree's crown.

### RESTRICTIONS

- approval. \*Surface protection measures Operation of heavy equipment and/or stockpiling of materials subject to required
- hand-driven trencher may be required -Minimize trench width to the extent Trenching permitted as follows: -Excavation by hand or with a possible ر ز
- -No disturbance permitted within ZONE A Maintain 2/3 or more of zone b in an undisturbed condition
  - Tunneling may be required for trenches deeper than 3'-0" რ

# \*SURFACE PROTECTION MEASURES

- Wood chip mulch layer, 6"-12" depth; or
- 4" wood chip mulch layer under 3/4" plywood; or 4" gravel over staked geotextile fabric
  - 4" wood chip mulch layer under steel plates;
- 4" wood chip mulch layer under logging road mats

APPROVED FOR PUBLICATION undisturbed condition

**DURING CONSTRUCTION** TREE PROTECTION

STANDARD PLAN NO.

LS-08

**DEPARTMENT OF PUBLIC WORKS** CITY OF TACOMA

ENGINEER

## TREE PROTECTION ZONE (TPZ

The Tree Protection Zone is an arborist defined area surrounding the trunk intended to protect the roots and soil to ensure future tree health and safety.

The location of the Tree Protection Zone is at the edge of the Critical Root Zone OR Drip Line, whichever is greater, or area as defined by the projects arborist.

For Critical Root Zone and Drip Line measurements see TREE PROTECTION DURING CONSTRUCTION STANDARD PLAN NO. LS-08.

## TREE PROTECTION FENCING

- Erect readily visible six-foot (6'-0") high chain link fencing at the edge of the Tree Protection Zone, and at the boundary of any open space tracts or conservation easements that abut the construction site except where, due to space restrictions, a specific distance is specified by the project's arborist.
- Fencing shall be secured 6 foot metal posts with movable footings located above ground. metal posts shall not be more than 10 feet apart. ď
- Fencing shall be flush with the initial undisturbed grade. က
- Signs shall be attached to the fencing stating that the tree is designated for protection and the area inside the fencing is a TPZ, which is not to be disturbed unless prior approval has been obtained from the city and/or the project's arborist. 4
- Maintain the fencing in place until the city authorizes removal or a final certificate of occupancy is issued, whichever occurs first. Ś
- Ensure that any landscaping done in the TPZ, subsequent to the removal of the fencing, shall be accomplished with light machinery or hand labor.

ဖ

No construction activity shall occur within the TPZ, including but not limited to:
-Dumping or storage of materials such as building supplies, soil, waste items, and storage of vehicles or equipment

7

ROOT ZONE **DRIP LINE** CRITICAL 1' RADIUS PER 1" DBH **OR LESS** 10'-0" SPACING FOOTING ABOVE GRADE POST ..0-.9

APPROVED FOR PUBLICATION

STANDARD PLAN NO.

**DURING CONSTRUCTION** TREE PROTECTION

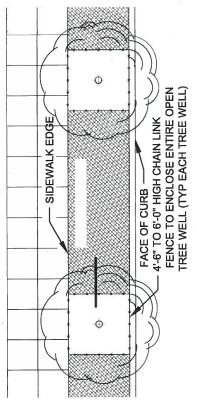
**FS-09** 

**DEPARTMENT OF PUBLIC WORKS** CITY OF TACOMA

NGINEER

### NOTES:

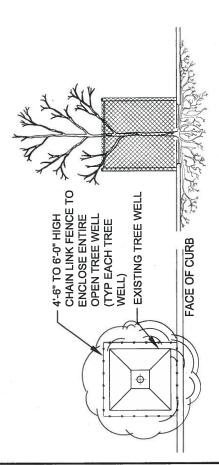
- Tree protection requirements included in this standard detail are for trees which are directly adjacent to paved surfaces which will be retained through construction.
- Required protection measures for trees other than those in tree wells and planting strips are contained in the TYPICAL TREE PROTECTION FENCING STANDARD PLAN NO. LS-09.
- Reusable temporary tree and landscape protection fencing can be substituted for chain link fencing in tree wells and planting strips (SEE REUSABLE TREE PROTECTION FENCING FOR PAVED AREAS STANDARD PLAN NO. 1 S. 11.)
- Consider traffic turning visibility and pedestrian visibility when selecting fence height; typically shorter fencing around tree pits between sidewalk and roadway is desired.





SIDEWALK EDGE,

PLANTING STRIP



TREE IN PLANTING STRIP-OPTION 2

LINK FENCE PROTECTS ENTIRE

PLANTING STRIP

4'-6" TO 6'-0" HIGH CHAIN

FACE OF CURB —

TREE IN TREE WELL

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS

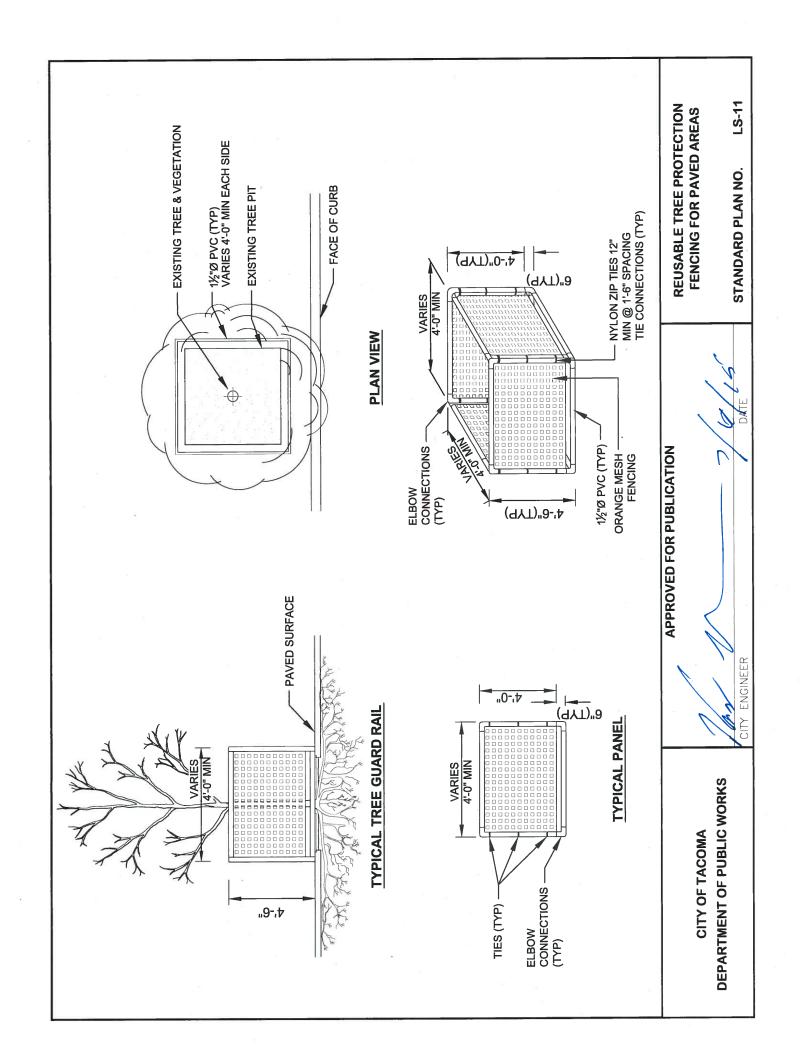
CITY ENGINEER

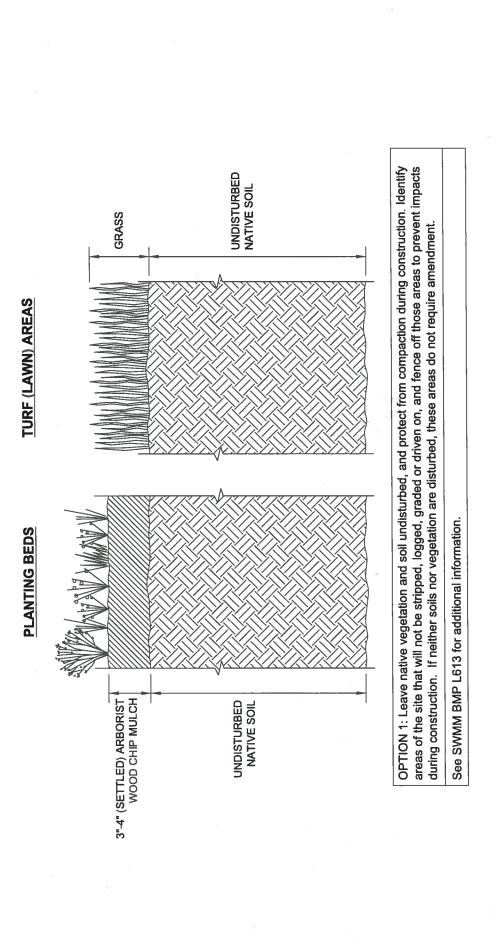
APPROVED FOR PUBLICATION

TREE PROTECTION FENCING FOR TREES IN PAVED AREAS

STANDARD PLAN NO.

LS-10





CITY OF TACOMA
BMP L613 POST-CONSTRUCTION
SOIL QUALITY AND DEPTH
OPTION 1 - NO DISTURBANCE

APPROVED FOR PUBLICATION

STANDARD PLAN NO.

CITY ENGINEER

ENVIRONMENTAL SERVICES

PUBLIC WORKS

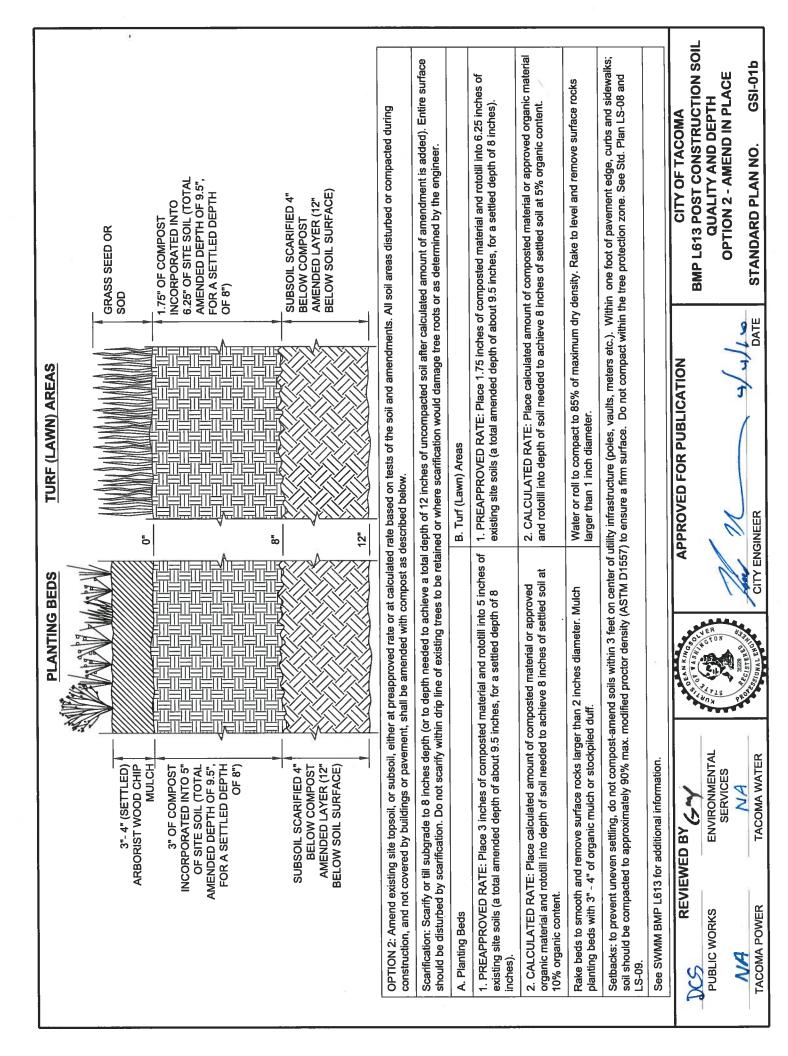
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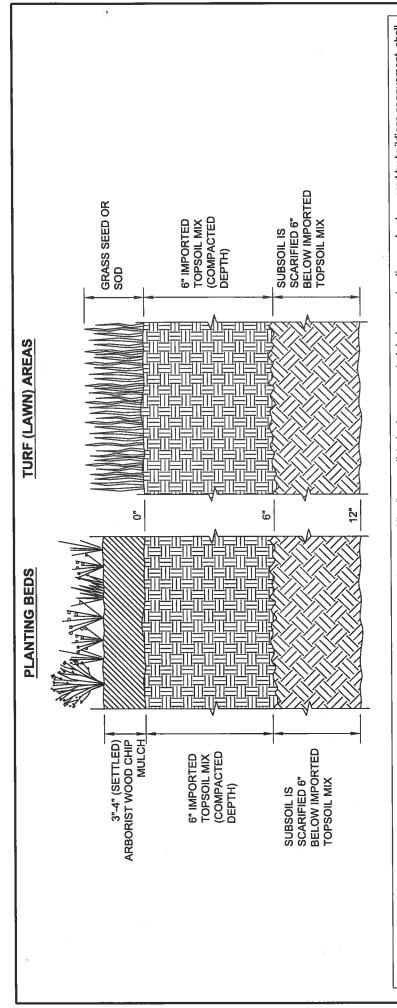
TACOMA WATER

TACOMA POWER

X

GSI-01a





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.

oil portion must

surface and

se rocks larger

_	A. Planting Beds	b. Iuri (Lawn) Areas
	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 and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.	Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on still into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.
	Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.	Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface 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 tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for additional information.

ENVIRONMENTAL SERVICES NA PUBLIC WORKS

TACOMA POWER

REVIEWED BY

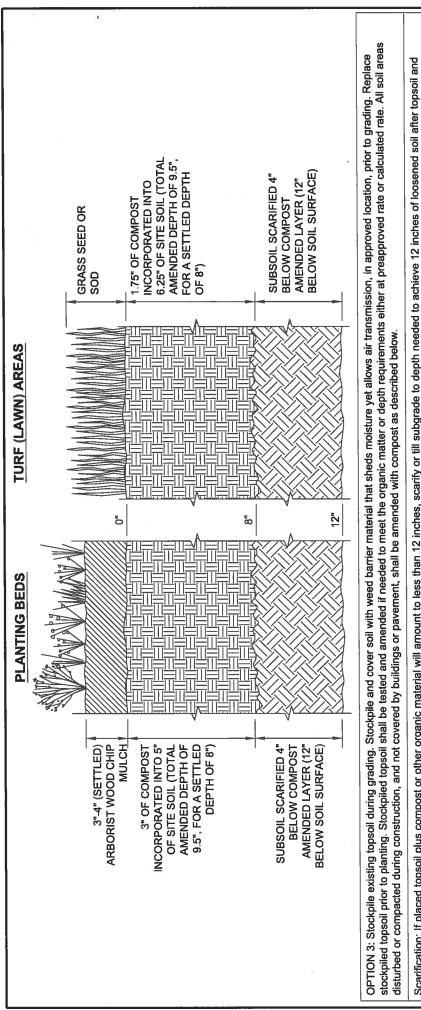
TACOMA WATER

# APPROVED FOR PUBLICATION

CITY ENGINEER

U

**BMP L613 POST CONSTRUCTION SOIL GSI-01d OPTION 4 - IMPORTED TOPSOIL QUALITY AND DEPTH** CITY OF TACOMA STANDARD PLAN NO.



Scarification: If placed topsoil plus compost or other organic material will amount to less than 12 inches, scarify or till subgrade to depth needed to achieve 12 inches of loosened soil after topsoil and amendment are placed. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

A. Planting Beds	B. Turf (Lawn) Areas
1. PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).	1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill int replaced soil (a total amended depth of 8 in
2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 10% organic content.	2. CALCULATED RATE: Place calculated amount of composted material or approand rototill into depth of replaced soil needed to achieve 8 inches of settled soil at the contract of settled soil
Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.	Water or roll to compact to 85% of maximum dry density. Rake to level and remov 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.

we surface rocks larger

oved organic material

nto 6.25 inches of

inches).

t 5% organic content.

See SWMM BMP L613 for more information.

# PUBLIC WORKS ENVIRONMENTAL SERVICES

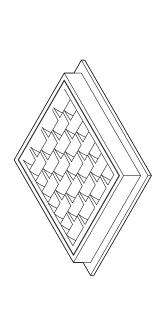
**TACOMA WATER** 

TACOMA POWER

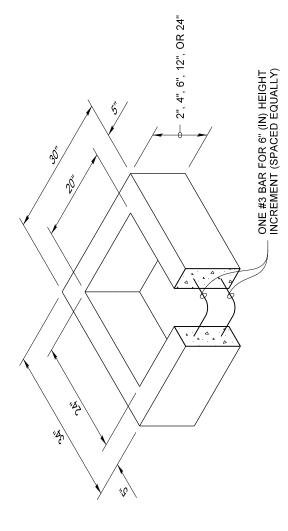


# APPROVED FOR PUBLICATION

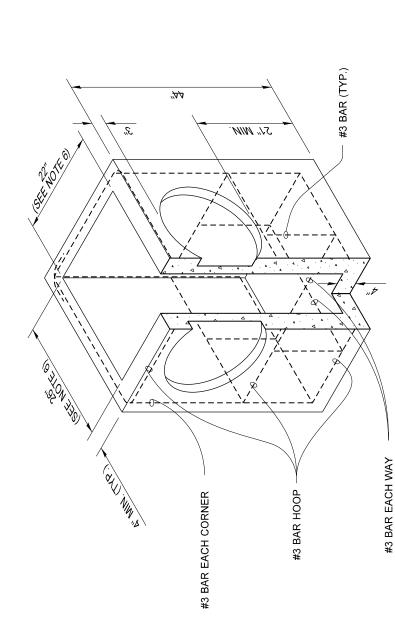
BMP L613 POST CONSTRUCTION SOIL
QUALITY AND DEPTH
OPTION 3 - STOCKPILE AND AMEND
STANDARD PLAN NO. GSI-01c



FRAME AND VANED GRATE



RECTANGULAR ADJUSTMENT SECTION



#3 BAR EACH CORNER 18" (IN) MIN.

#3 BAR HOOP

PRECAST BASE SECTION

### ALLOWANCES PIPE

	MAXIMUM
PIPE MATERIAL	DIAMETER (INCHES)
REINFORCED OR PLAIN CONCRETE	12"
ALL METAL PIPE	15"
CPSSP ★ (STD. SPEC. SECT. 9-05.20)	12"
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	15"
PROFILE WALL PVC (STD. SPEC. SECT. 9-05.12(2))	15"

**★** CORRUGATED POLYETHYLENE STORM SEWER PIPE

NOTES

- 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.
- 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. ď
- The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft). က
- The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up. 4.
- The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper. 2
- The opening shall be measured at the top of the Precast Base Section. ဖ
- All pickup holes shall be grouted full after the basin has been placed. 7



# **CATCH BASIN TYPE**

### STANDARD PLAN B-5.20-02 SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Washington State Department of Transportation STATE DESIGN ENGINEER

> ALTERNATIVE PRECAST BASE SECTION (SEE NOTE 1)

# SAFETY BAR / DEBRIS GUARD ROD (SEE NOTE 2) DETAIL SECTION (A)

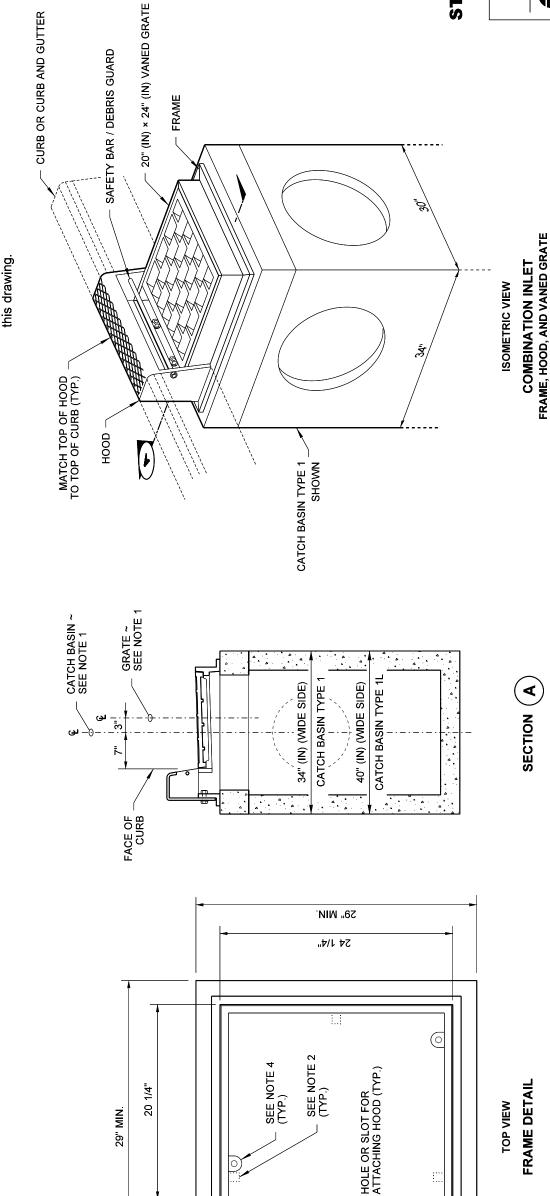
# 1. This inlet requires the precast catch basin unit to be rotated 90 degrees so that the narrow side is parallel to the curb line. When calculating offsets from curb to centerline (CL) of the precast catch basin, please note that the CL of the grate is not the CL of the precast catch basin. See **Section A.**

NOTES

- 2. The dimensions of the frame and hood may vary slightly among different manufacturers. The Frame may have cast features intended to support a debris guard. Hood units may be mounted inside or outside of the frame. The methods for fastening the safety bar / debris guard rod to the hood may vary. The hood may include casting lugs. The top of the hood may be cast with a pattern.
- 3. Attach the hood to the frame with two 3/4" (in) × 2" (in) hex head bolts, nuts, and oversize washers. The washers shall have diameters adequate to ensure full bearing across the slots.

FRAME

- 4. Bolt-down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide two holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer. See **BOLT-DOWN DETAIL**, **Standard Plan B-30.10**.
- Only ductile iron Vaned Grates shall be used. See Standard Plans B-30.30 and B-30.40
  for grate details. Refer to Standard Specification Section 9-05.15(2) for additional
  requirements.
- 6. This plan is intended to show the installation details of a manufactured product. This plan is not intended to show the specific details necessary to fabricate the castings depicted in



(.9YT)

1 1/2" MIN.

1" MIN (TYP.)

# HEILING WASHINGTON WAS

# COMBINATION INLET

# STANDARD PLAN B-25.20-02 SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

STATE DESIGN ENGINEER

Washington State Department of Transportation

### Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer. Refer to Standard Specification Section 9-05.15 and 9-05.15(2) for For frame details, see Standard Plan B-30.10. additional requirements. ۱/۲.. SLOT 1 1/4" 3/4" ..8/9 GRATE $^{\circ}$ <u>ო</u> SECTION (B) ٦., <u>"</u>G <u>..</u>G <u>.</u>.G 3" 3" <u>"</u>G <u>"</u>G <u>"</u>G ٥٥. SLOT ~ SEE DETAIL AND NOTE 1 FLOW FLO DI FOUNDRY NAME

RECESSED ALLEN HEAD CAP SCREW 304 S.S. 5/8" (IN) - 11 NC x 2" (IN)

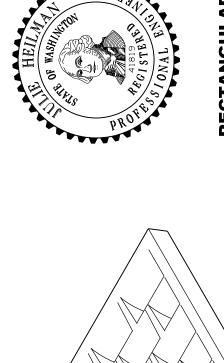
NOTES

GRATE

FRAME

HOLE

BOLT-DOWN DETAILS SEE NOTE 1



FLOW

DIRECTION OF

.XAM "8\2 1

SECTION (A

7 OR 8 EQUAL SPACES

24"



### RECTANGULAR VANED GRATE

STANDARD PLAN B-30.30-03 SHEET 1 OF 1 SHEET

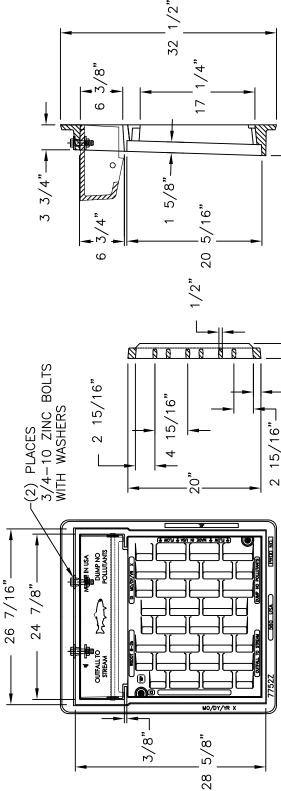
Washington State Department of Transportation STATE DESIGN ENGINEER

ISOMETRIC

APPROVED FOR PUBLICATION

DRAWN BY: FERN LIDDELL

# 7750M2 DI 7752ZPT 7752T1 Assembly



### Design Load Open Area

216 Sq. Inches -Coating

Undipped

√ Designates Machined Surface

### Certification

FRAME SECTION

4 5/8"

→ 2 1/4"

GRATE SECTION

2 3/4" 3/16"

24"—

**TOP VIEW** 

00775213 00775045

(2) BLT SOC. (ALLEN HEAD) 5/8"-11 X 1.5 SS PART# 00981177

1 3/8"—

5/8" 3/4"

3/4"

TAG

GRATE SECTION

1 3/8" \_

### **Drawing Revision**

33/07/2016 Revised By: DVD 12/04/2013 Designer:

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice. Disclaimer

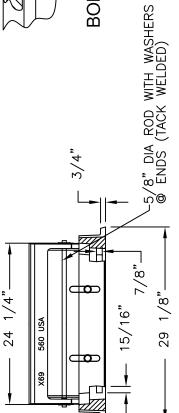
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Country of Origin: USA

BOLTING DETAIL

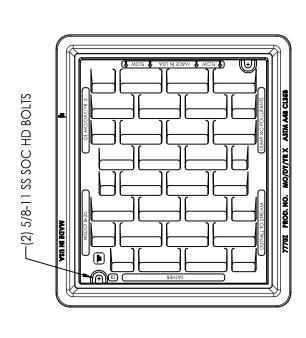


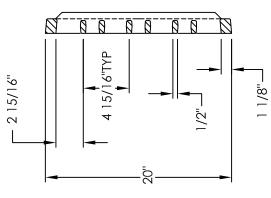
FRAME SECTION

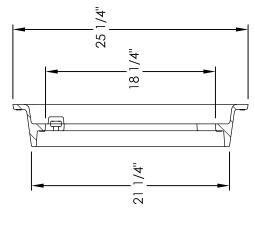
# 7750M2 DI 7770Z Assembly



**Product Number** 







### Ductile Iron (80-55-06) Frame Gray Iron (CL35B) **Design Features** 00775045B01 -Materials Grate

Heavy Duty
-Open Area
216 Sq. Inches
-Coating Design Load Undipped

✓ Designates Machined Surface

### Certification

- ASTM A536 - ASTM A48

Country of Origin: USA

□ 15/8"

**--** 23/4"

24"-

1 1/4"

**SECTION OF GRATE** 

2 1/4"

25 1/4"-24 1/4"-

### Major Components

00775045 00777011

### **Drawing Revision**

09/04/2014 Revised By: DVD 02/18/2011 Designer:

Weights (lbs./kg) dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice. Disclaimer

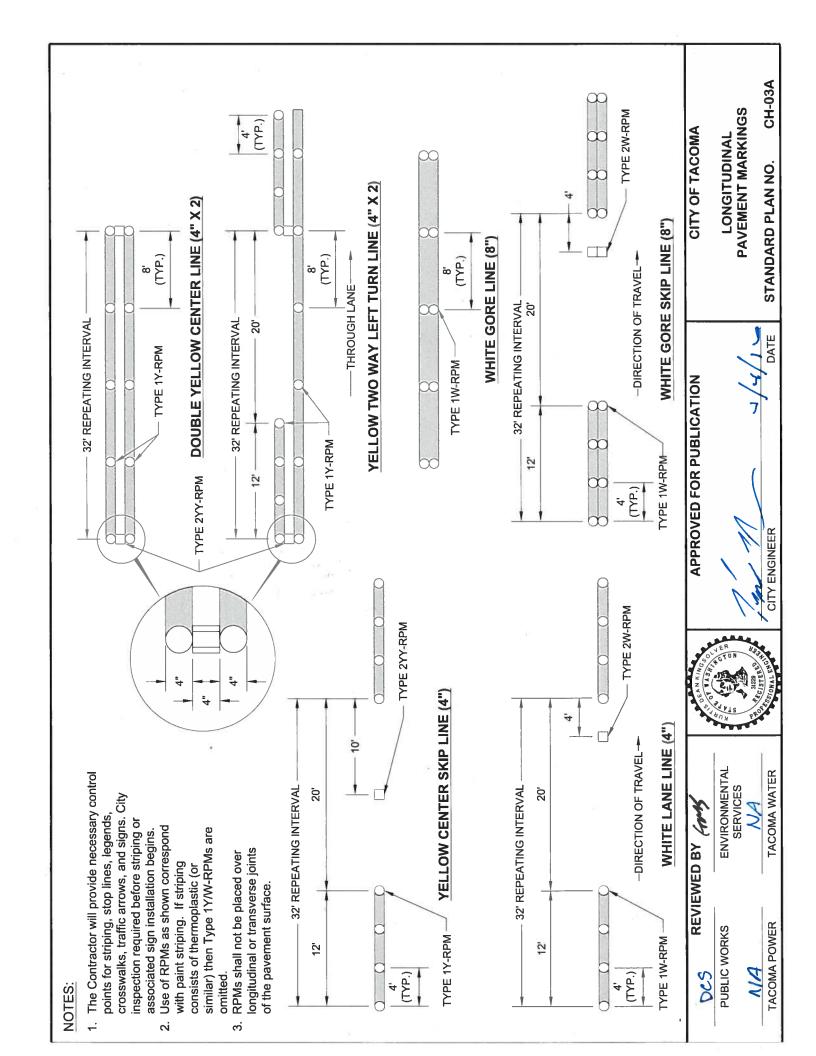
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## **FRAME SECTION VIEW**

29 1/4"-

22 1/4"-

車



### APPENDIX B NPDES CONSTRUCTION STORMWATER GENERAL PERMIT



### STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

P.O. Box 47600 • Olympia, Washington 98504-7600 (360) 407-6000 • TDD Only (Hearing Impaired) (360) 407-6006

August 13, 2020

John Burk City of Tacoma 326 E D St Tacoma, WA 98421

**RE:** Coverage under the Construction Stormwater General Permit (CSWGP)

**Permit number:** 

WAR309339

**Site Name:** 

Wastewater Sewer Replacement Project S Cushman Ave from 21st St to S 28th St

Location: S Cushman A Tacoma, WA

**County: Pierce** 

**Disturbed Acres:** 

2.1

Dear John Burk:

The Washington State Department of Ecology (Ecology) received your Notice of Intent for coverage under Ecology's Construction Stormwater General Permit (CSWGP). This is your permit coverage letter. Your permit coverage is effective August 13, 2020. Please retain this permit coverage letter as the official record of permit coverage for your site.

Ecology has approved use of electronic formats as long as they are easily produced on your construction site. A mobile friendly copy of the CSWGP permit, permit forms, and information related to your permit can be viewed and downloaded at <a href="www.ecology.wa.gov/eCoverage-packet">www.ecology.wa.gov/eCoverage-packet</a>. Please contact your Permit Administrator, listed below, if you would like to receive a hard copy of the CSWGP.

Please take time to read the entire permit and contact Ecology if you have any questions.

### **Electronic Discharge Monitoring Reports (WQWebDMR)**

This permit requires that Permittees submit monthly discharge monitoring reports (DMRs) for the full duration of permit coverage (from issuance date to termination). DMRs must be submitted electronically using Ecology's secure online system, WQWebDMR. To sign up for WQWebDMR go to <a href="https://www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html">www.ecy.wa.gov/programs/wq/permits/paris/webdmr.html</a>. If you have questions, contact the portal staff at (360) 407-7097 (Olympia area), or (800) 633-6193/option 3, or email WQWebPortal@ecy.wa.gov.

John Burk August 13, 2020 Page 2

### **Appeal Process**

You have a right to appeal coverage under the general permit to the Pollution Control Hearing Board (PCHB). Appeals must be filed within 30 days of the date of receipt of this letter. Any appeal is limited to the general permit's applicability or non-applicability to a specific discharger. The appeal process is governed by chapter 43.21B RCW and chapter 371-08 WAC. "Date of receipt" is defined in RCW 43.21B.001(2). For more information regarding your right to appeal, go to <a href="https://fortress.wa.gov/ecy/publications/SummaryPages/1710007.html">https://fortress.wa.gov/ecy/publications/SummaryPages/1710007.html</a> to view Ecology's Focus Sheet: *Appeal of General Permit Coverage*.

### **Ecology Field Inspector Assistance**

If you have questions regarding stormwater management at your construction site, please contact Jess Eakens of Ecology's Southwest Regional Office in Lacey at jess.eakens@ecy.wa.gov, or (360) 407-0246.

### **Questions or Additional Information**

Ecology is committed to providing assistance. Please review our web page at <a href="https://www.ecology.wa.gov/constructionstormwaterpermit">www.ecology.wa.gov/constructionstormwaterpermit</a>. If you have questions about the Construction Stormwater General Permit, please contact your Permit Administrator, Melinda Wilson at melinda.wilson@ecy.wa.gov or (360) 407-7229.

Sincerely,

Jeff Killelea, Acting Section Manager Program Development Services Section

Water Quality Program

### PART III

### TACOMA PUBLIC UTILITIES WATER SPECIAL PROVISIONS

### CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES TACOMA WATER

### **SPECIFICATION NO. ES20-0003F**

### **CONSTRUCTING WATER MAINS** in accordance with approved plans for

### WATER MAIN REPLACEMENT PROJECT NO. MRP 2019-36

Stormwater, Wastewater & Water Main Replacement Project - S. Cushman Ave. from S. 21st St. to S. 28th St.



Troy Saghafi, P.E. Tacoma Water Tacoma Public Utilities MRP 2019-36

### CITY OF TACOMA TACOMA PUBLIC UTILITIES TACOMA WATER

### SPECIAL PROVISIONS FOR

### **SPECIFICATION NO. ES20-0003F**

### **MAIN REPLACEMENT PROJECT NO. 2019-36**

Stormwater, Wastewater & Water Main Replacement Project - S. Cushman Ave. from S. 21st St. to S. 28th St.

### **Table of Contents**

Description of Work	
DEFINITIONS AND TERMS	5
1-01.2 Abbreviations	
1-01.2(1) Associations and Miscellaneous	5
1-01.3 Definitions	5
1-03 AWARD AND EXECUTION OF THE CONTRACT	
1-03.3 Execution of Contract	
1-03.5 Failure to Execute Contract	
1-04 SCOPE OF THE WORK	
1-04.2 Coordination of Contract Documents, Plans, Special Provisions Spe	cifications and
Addenda	
1-05 CONTROL OF WORK	
1-05.3 Plans and Drawings	
1-05.5 Submittals	
1-05.13(1) Emergency Contact List	
1-06 CONTROL OF MATERIAL	
1-06.4 Handling and Storing Materials	9
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	
1-07.6 Permits and Licenses	
1-07.16(2) Vegetation Protection and Restoration	
1-07.16(4) Archaeological and Historical Objects	
1-07.18 Public Liability and Property Damage Insurance	
1-07.23 Public Convenience and Safety	
1-07.23(1) Construction under Traffic	
1-08 PROSECUTION AND PROGRESS	
1-08.3 Progress Schedule	.11
1-09 MEASUREMENT AND PAYMENT	
1-09.1 Measurement of Quantities	
1-09.6 Force Account	
1-09.7 Mobilization	
1-10 TEMPORARY TRAFFIC CONTROL	
1-10.2(1) A Traffic Control Management	
1-10 4 Measurement	12

8/31/2020 TH MRP12019-36

1-10.4(1) Lump Sum Bid for Project (No Unit Items)	. 12
1-10.5 Payment	
1-10.5(1) Lump Sum Bid for Project (No Unit Items)	. 12
2-01 CLEÀRÍNG, GRUBBING, AND ROÀDSIDE CLEANUP	
2-01.2(2) Disposal Method No. 2 – Waste Site	. 13
2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	. 13
2-02.3 Construction Requirements	
2-02.3(3) Removal of Pavement, Sidewalks, Curbs, and Gutters	. 13
2-02.3(4) Historical Buried Structures-Abandoned Trolley/Railroad Tracks	. 14
2-02.4 Measurement	
2-02.5 Payment	
2-13 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS	. 14
2-13.1 Construction Requirements	
2-13.1(1) General	
5-04 HOT MIX ASPHALT	
5-04.2 Materials	
5-04.3 Construction Requirements	
5-04.3(17) Paving Under Traffic	
5-04.4 Measurement	
5-04.5 Payment	
5-05 CEMENT CONCRETE PAVEMENT	
5-05.3 Construction Requirements	
5-05.3(1) Concrete Mix Design for Paving	
5-05.3(4)A Acceptance of Portland Cement Concrete Pavement	. 10 18
5-05.3(8) Joints	
5-05.3(13)A Curing Compound	
5-05.3(14) Cold Weather Work	
5-05.3(22) Repair of Defective Pavement Slabs	
5-05.4 Measurement	
5-05.4 Measurement	
7-04 STORM SEWERS	
7-04.3 Construction Requirements	
7-04.4 Measurement	
7-04.5 Payment7-09 WATER MAINS	
7-09 WATER MAINS	
7-09.1 Description 7-09.1(1)C Gravel Backfill for Pipe Zone Bedding	
7-09.1(1)D Pipe Zone Backfill	
7-09.2 Materials	
7-09.3 Construction Requirements	
7-09.3(1) General	
7-09.3(1)B Trench Foundation.	
7-09.3(5) Grade and Alignment	
7-09.3(6) Existing Utilities	
7-09.3(7) Trench Excavation	
7-09.3(7) A Dewatering of Trench	
7-09.3(7) C Extra Trench Excavation	
7-09.3(8) Removal and Replacement of Unsuitable Materials	
7-09.3(9) Bedding the Pipe	. 22

7-09.3(10) Backfilling Trenches	23
7-09.3(11) Compaction of Backfill	
7-09.3(12) General Pipe Installation	
7-09.3(14) Cutting Pipe	
7-09.3(16) Cleaning and Assembling Joint	
7-09.3(19) A Connections to Existing Mains	
7-09.3(19) B Maintaining Service	
7-09.3(21) Concrete Thrust Blocking	
7-09.3(23) Hydrostatic Pressure Test	
7-09.3(23) A Testing Extensions from Existing Mains	
7-09.3(23) B Testing Section with Hydrants Installed	
7-09.3(24) A Flushing	
7-09.3(24) K Retention Period Flushing	
7-09.3(24) N Final Flushing and Testing	
7-09.4 Measurement	
7-09.5 Payment	28
7-10 CASING PIPE FOR WATER MAIN	
7-10.1 Description	31
7-10.2 Materials	32
7-10.2(1) Casing Pipe	32
7-10.2(2) Casing Spacers	
7.10.2(3) End Seals	
7-10.4 Measurement	32
7-10.5 Payment	33
7-12 VALVES FOR WATER MAINS	
7-12.2 Materials	33
7-12.4 Measurement	33
7-12.5 Payment	33
7-14 HYDRANTS	
7-14.3(1) Setting Hydrants	34
7-14.3(2)A Hydrant Restraints	34
7-14.3(4) Moving Existing Hydrants	34
7-14.3(6) Hydrant Extensions	34
7-14.3(7) Removing Abandoned Hydrants	34
7-14.4 Measurement	34
7-14.5 Payment	34
7-15 SERVICE CONNECTIONS	35
7-17 SANITARY SEWERS	
7-17.3 Construction Requirements	
7-17.4 Measurement	
7-17.5 Payment	
7-18 SIDE SEWERS	
7-18.3 Construction Requirements	
7-18.4 Measurement	
7-18.5 Payment	37
8-01 EROSION CONTROL AND WATER POLLUTION CONTROL	
8-01.3(1)B Erosion and Sediment Control (ESC) Lead	
8-01.3(1)C Water Management	
8-01.3(8) Street Cleaning	38

8-01.4 Measurement	38
8-01.5 Payment	
8-02 ROADSIDE RESTORATION	
8-02.3 Construction Requirements	
8-02.3(4) Topsoil	
8-02.3(4)A Topsoil Type A	39
8-04 CURBS GUTTERS, AND SPILLWAYS	
8-04.1 Description	40
8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways	
8-04.4 Measurement	40
8-04.5 Payment	
8-14 CEMENT CONCRETE SIDEWALKS	
8-14.1 Description	
8-14.3 Construction Requirements	
8-14.4 Measurement	
8-14.5 Payment	
8-22 PAVEMENT MARKING	
8-22.1 Description	
8-22.3 Construction Requirements	
8-22.4 Measurement	
8-22.5 Payment	
9-03 AGGREGATES	
9-03.21 Recycled Material	
9-30 WATER DISTRIBUTION MATERIALS	
9-30.1(1) Ductile Iron Pipe	
9-30.1(3) Rubber Gaskets	
9-30.2 Fittings	
9-30.2(6) Restrained Joints	
9-30.2(7) Bolted, Sleeve Type Couplings for Plain End Pipe	
9-30.3(1) Gate Valves (3 inches to 16 inches)	
9-30.3(2) Vacant	
9-30.3(2) Horizontal Swing Check Valves	
9-30.3(3) Butterfly Valves	
9.30.3(4) Valve Boxes	
9-30.3(8) Tapping Sleeve and Valve Assembly	
9-30.5 Hydrants	
9-30.5(2) Hydrant Dimensions	
9-30.5(3) Hydrant Extensions	
9-30.6 Water Service Connections	48

### **Special Notes**

This project is in conjunction with Environmental Services ES20-0003F. These Special Provisions and Tacoma Water Plans are applicable to only the water utility distribution piping (water main) work and unless indicated otherwise, in Addenda or Jurisdictional Right of Way Permits, supersede any conflicting provisions that may appear elsewhere in the project Contract Plans and Specifications (Contract Documents).

### **Description of Work**

8/31/2020 TH MRP42019-36

The work to be performed under herein consists of furnishing all labor, tools and materials for constructing approximately 52 lineal feet of 16-inch, 206 lineal feet of 8-inch and 2,172 lineal feet of 6-inch water mains together with all necessary valves, specials, etc., all in accordance with these Special Provisions and Tacoma Water Plans. The work is located along:

All work is located within the NW ¼ of Sec 08, T.20N, R3E, WM, in Tacoma, Washington.

All materials required and not listed herein, to be furnished by Tacoma Water, shall be furnished by the Contractor. The modifications to the water distribution system shown on the Water Plans will be constructed as a part of this contract. These Special Provisions are applicable to water distribution work only and supersede any conflicting provisions that may appear elsewhere in the Contract or Standard Specifications in regard to the water distribution main facility scope of work. Proposal items within the Tacoma Water section of the proposal are applicable to the water main scope of work only and shall not be construed to apply to other Contract Documents.

### **END OF SECTION**

### **DEFINITIONS AND TERMS**

### 1-01.2 Abbreviations

### 1-01.2(1) Associations and Miscellaneous

This section is supplemented with the following:

DIPRA	Ductile Iron Pipe Research Association
EWO	Extra Work Order
LID	Local Improvement District
LOI	Letter of Instruction
MRP	Main Replacement Project/Program
NSF	National Sanitation Foundation
PRP	Public Road Project
RFI	Request for Information
TPU	Tacoma Public Utilities
WDP	Water Division Project

### 1-01.3 Definitions

This section is supplemented with the following:

### **Contracting Agency**

Agency of Government that is responsible for the execution and administration of the contract to include: "City", "City of Tacoma", "Tacoma Public Utilities" and "Tacoma Water".

### Traffic

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

### **END OF SECTION**

### 1-03 AWARD AND EXECUTION OF THE CONTRACT

8/31/2020 TH MRP52019-36

### 1-03.3 Execution of Contract

This section is supplemented with the following:

A Pre-construction meeting will be scheduled by Geff Yotter, Tacoma Water Construction Operations Manager following review by TPU Legal, Finance Department, Small Business Enterprise Office, for contracts over \$500,000 approval by Contract and Awards Board, and the Tacoma Public Utility Board is required. The meeting agenda will cover contract compliance, safety and construction. The Contractor is encouraged to have representatives from his/her sub-contractors and their on-site forepersons in attendance. Contact Geff Yotter at (253) 502-8742 concerning questions.

In addition to the contract, the payment bond, the performance bond, insurance and other documentation that is required during the contract execution process the Contractor shall submit the following construction documents prior to, or at, the preconstruction meeting.

1.	Approved Traffic Control Plan
2.	Materials Submittals
3.	Storage & Stockpile Site
4.	Emergency Contact List
5.	Unsuitable Disposal Site
6.	Construction Schedule (updated bi-weekly)

### 1-03.5 Failure to Execute Contract

The first sentence is revised to read:

Failure to return the insurance certification and bonds with the signed contract as required in Section 1-03.3, or failure to provide Small Business Enterprise (SBE) information if required in the contract, or failure or refusal to sign the contract shall result in forfeiture of the bid bond or deposit of this bidder.

### **END OF SECTION**

### 1-04 SCOPE OF THE WORK

### 1-04.2 Coordination of Contract Documents, Plans, Special Provisions Specifications and Addenda

Second paragraph is revised to read:

Any inconsistency in the parts of the contract regarding the water main replacement portion of the project shall be resolved by the following order of precedence (e.g. 1 presiding over 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12; 2 presiding over 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12; and so forth):

- 1. Jurisdictional Right of Way Permits
- 2. Addenda
- 3. Proposal Form
- 4. Tacoma Water Special Provisions
- 5. Environmental Services Special Provisions

8/31/2020 TH MRP62019-36

- 6. Tacoma Water Plans/Drawings
- 7. Standard Plans/Drawings
- 8. AWWA Standards
- 9. DIPRA Standards
- 10. General Special Provisions
- 11. Amendments to the WSDOT Standard Specifications
- 12. WSDOT Standard Specifications

### **END OF SECTION**

### 1-05 CONTROL OF WORK

### 1-05.3 Plans and Drawings

This section is supplemented with the following:

Bidders can request one (1) full-size plan set by calling **Todd Honey at (253)-502-8295**. Full size plans are available to all bidders upon request. Copies of requested plans must be picked up by the bidder at Tacoma Water's permit counter.

### 1-05.5 Vacant

This section, including heading, is revised to read:

### 1-05.5 Submittals

Submittals must be approved by Tacoma Water and may be forwarded directly to **Craig West, Engineering Construction Coordinator, electronically at cwest@cityoftacoma.org, or mailed to 3628 S. 35<sup>th</sup> St., Tacoma, WA 98409-3192. (253) 405-8821.** 

Before any material is shipped or installed, the Contractor shall furnish to the Engineer full details, shop drawings, dimensions, catalog cuts, and other descriptive matter as required to fully describe the equipment proposed to be included in this contract. The names, addresses and phone numbers for the representative of each piece of equipment shall also be included.

Should any item which deviates from these Special Provisions be included, the deviation shall be clearly indicated and explained at the time of submittal.

Review of submittal information by the Engineer shall not relieve the Contractor of responsibility for meeting the requirements of the Contract Plans and Specifications, or for errors and omissions in submittals. Reviews by the City do not constitute an undertaking on the part of the City to assure or determine compliance with the Contract Plans and Specifications.

The following is a summary of submittal requirements (Table-1). This summary is not inclusive of all submittal requirements. The Contractor shall review each individual section in the applicable specifications, as noted below, for specific requirements.

Section	Description
5-04	Hot Mix Asphalt

8/31/2020 TH MRP72019-36

7-09	Concrete for Thrust Anchors
7-09	Pipe Submittals
7-09	Ductile Iron Fitting Submittals
7-09	Trench Compaction
7-09	Temporary Blow-Offs
7-09	Transition Couplings
7-12	Gate Valves
7-14	Fire Hydrants
7-17	Sanitary Repair
7-18	Side Sewer Repair
8-01	Street Sweeping
8-01	Catch Basin Inserts
8-22	Traffic Lane Marking
9-03	Crushed Surfacing Top Course
9-03	Crushed Surfacing Base Course
9-30	Mechanical Joint Restraining Gland

Table-1

**1-05.13(1) Emergency Contact List**This section is supplemented with the following:

### Agencies and telephone numbers:

Tacoma Water Eme	253-502-8344	
Troy Saghafi	Tacoma Water Project Engineer	253-502-8746
Geff Yotter	Tacoma Water Const. Operations Manager	253-502-8742
Todd Honey	Tacoma Water Utilities Serv. Spec.	253-502-8295
Tacoma Water Distrib	253-502-8694	
<b>Utilities Underground</b>	800-424-5555	
Washington State De	253-596-3895	
Trent Hill	Tacoma Water Safety Office	253-502-8821
James Southern	Tacoma Water Safety Office	253-441-4676
Pierce Transit	253-581-8021	
Puget Sound Energy	888-225-5773	
Century Link Commu	800-573-1311	
Tacoma Traffic Engir	253-591-5500	
Tacoma Fire Dept. (n	253-591-5733	
Tacoma Police Dept.	253-591-5950	
LESA Communication	253-798-4721	
Tacoma Public School	253-571-1893	
Tacoma Public Work	253-591-5544	
Tacoma Public Work	253-591-5500	
Tacoma Public Work	253-591-5495	

### **END OF SECTION**

### 1-06 CONTROL OF MATERIAL

8/31/2020 TH MRP82019-36

### 1-06.4 Handling and Storing Materials

This section is supplemented with the following:

The Contractor shall obtain written approval for the storage site from property owner and provide a copy to Geff Yotter, Tacoma Water Construction Operations Manager, prior to start of construction. No gravel, topsoil, mulch, or any other item used in the construction of this project shall be stockpiled on existing or newly constructed streets or sidewalks. All costs to provide a stockpile site shall be incidental to the cost of the contract.

### **END OF SECTION**

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

### 1-07.6 Permits and Licenses

This section is supplemented with the following:

Before beginning and during all phases of work, the Contractor shall obtain and comply with all provisions of the City of Tacoma work order permit as issued for this project. Fees for this permit will be paid by Tacoma Water.

Traffic control plans shall be submitted to the City of Tacoma for review and comment. When using the WSDOT Standard "K" Plans, the street names are to be listed on the plans with construction start date and intended working hours.

Traffic control plans shall be submitted to Tacoma Public Works, Site and Building Division, room 620, 747 Market St, Tacoma, (253) 591-5423, for review and comment. When using the WSDOT Standard "K" Plans, the street names are to be listed on the plans with construction start date and intended working hours.

Water used during construction can be obtained from an approved Tacoma Water fire hydrant. The Contractor will be billed for the water used and shall pay for a "Hydrant Use Permit" and make a deposit on the water meter. The Contractor shall contact the Water Permit Counter at (253) 502-8247, for information regarding water consumption fees, Hydrant Use Permit fees, meter deposits and approved Tacoma Water hydrant locations. Permit fees and deposits shall be paid prior to using an approved Tacoma Water hydrant.

### 1-07.16(2) Vegetation Protection and Restoration

This section is supplemented with the following:

Care shall be taken when directed by the Field Inspector to save existing landscaping and trees. The Contractor shall remove any unnecessary debris and rocks and leave landscaping areas in a prepared fashion. Any necessary landscape restoration resulting from water main construction shall be completed by Tacoma Public Utility landscape crews.

### 1-07.16(4) Archaeological and Historical Objects

This section is supplemented with the following:

Whenever the Contractor identifies a situation that may involve the discovery of unanticipated cultural resources, the Contractor will immediately cease work and notify the City Inspector. Situations involving the discovery of unanticipated cultural resources include but are not limited to human skeletal remains, Anthropogenic soil horizons (areas showing the influence of humans on

8/31/2020 TH MRP92019-36

nature), occupational surfaces (areas showing evidence of human activity or habitation), midden (dunghill or refuse heap), stone tools or waste flakes (arrowheads or stone chips), bones, burned rocks, other food related material in association with stones tools or flakes, cluster of cans or bottles, tunnels, or logging or agricultural equipment more than 50 years old. The Contractor will take all steps necessary to protect and secure the suspected cultural resource until the City Inspector is able to assess the discovery and determine whether work can resume. Delays of greater than one hour will be considered standby time and will be compensated under the Force Account. If a significant delay is anticipated, the Inspector may direct the Contractor to temporarily abandon the excavation and move to a more distant location to resume work until the situation can be addressed. Tacoma Water will take responsibility for contacting the appropriate state and local agencies.

### 1-07.18 Public Liability and Property Damage Insurance

This section is deleted in its entirety:

### 1-07.23 Public Convenience and Safety

### 1-07.23(1) Construction under Traffic

This section is supplemented with the following:

All traffic control devices must meet the requirements established by the Manual on Uniform Traffic Control Devices.

The Contractor shall prepare a traffic control plan specifically to the water main work and associated construction zones and submit to the City of Tacoma Department of Public Works Traffic Engineering for review. The approved traffic control plan must be on site and accessible for inspection at all times by local law enforcement or inspectors. A copy of the approved traffic control plan shall be submitted to Greg Armstrong, Tacoma Water's Construction Operations Manager, prior to start of construction.

Persons in charge of maintaining or establishing traffic control and channelization must have a certified flagger control card in their possession and must be on the site at all times or be represented by another knowledgeable certified person.

A flagger shall not be used to direct traffic flow through a signalized intersection against the signal indications. When flaggers are used near signalized intersections, care will be used to clear the intersection of traffic before the signal change. In some situations, the local Traffic Engineer may turn the signal to an all way stop for flagger control. Prior approval must be obtained from the local Traffic Engineer.

The Contractor may close non-arterial streets to through traffic, if allowed in the approved traffic control plan, provided that local access is maintained at all times with a minimum of a 20-foot wide access lane. The Contractor shall coordinate any closures and cooperate with the various businesses and/or residences adjacent to the project site. A minimum of one access shall be maintained to all properties at all times.

Whenever, during the course of construction, it becomes necessary because of the nature of the work, for the Contractor to barricade any street or any part thereof, or to place any obstruction which will impede the flow of traffic in any public thoroughfare within and outside the project area, then the Contractor will be required to give notice of the intended interruption to traffic, setting forth the period and necessity.

The Contractor shall coordinate with the Traffic Engineer of the local jurisdiction on all matters pertaining to the movement of vehicular and pedestrian traffic past the project area.

8/31/2020 TH MRP102019-36

Any permits required for obstruction or closure of thoroughfares shall be obtained by the Contractor at his/her expense.

The Contractor shall at all times exercise adequate precautions for the safety of all persons, including employees, in the performance of this contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations.

Tacoma Water's Inspector and/or Engineer may advise the Contractor and the Public Utilities Safety Officer of any safety violations. It is the Contractor's responsibility to correct the violation. Failure to correct safety violations shall be grounds for a cease order from the Public Utilities Safety Officer, Engineer, or Inspector. Time and wages lost due to such safety shutdowns shall be at the sole cost of the Contractor. Time lost due to cease orders for safety violations will still be counted in the required number of days the Contractor has to complete the contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her sole responsibility to provide the safety of all persons, including his/her employees.

### **END OF SECTION**

### 1-08 PROSECUTION AND PROGRESS

### 1-08.3 Progress Schedule

This section is supplemented with the following:

The contract shall be completed in phases to allow Tacoma Water crews access to begin the service transfer process. All costs for phasing the work and completing the work as specified shall be included in the various bid items of the proposal.

Each phase of this project will be tested, sampled, flushed and put into service in segments. This will allow Tacoma Water crews to start service transfers within that segment immediately following successful testing, sampling and flushing on that segment. The Tacoma Water inspector will coordinate test sections and connections, to ensure customers are kept in service and fire protection is not diminished. The Contractor shall be required to make connections and install hydrants as sampled sections become available and services are transferred; not wait until all mainline is constructed.

Please note; Service transfer work by Tacoma Water will not commence until such time as the section of water main has been placed into service and the trench has been successfully backfilled, as demonstrated through receipt of successful compaction test results for that portion of water main to be placed in service.

### For water service transfers:

- For water services two inches and smaller, the Contractor shall anticipate one working day per service for Tacoma Water crews to complete service transfers.
- For water services larger than 2- inches, the Contractor shall anticipate one and one half working days per service for Tacoma Water crews to complete service transfers.

### **END OF SECTION**

### 1-09 MEASUREMENT AND PAYMENT

8/31/2020 TH MRP112019-36

### 1-09.1 Measurement of Quantities

The Item "Lump Sum" is revised to read:

"Lump Sum" items except mobilization shall be measured and paid on a prorated basis in accordance with water main installation progress as determined by the lineal feet of water main installed on each progress payment. Mobilization lump sum shall be paid in accordance with section 1-09.7.

### 1-09.6 Force Account

This section is supplemented with the following:

Tacoma Water has estimated the cost of the bid item for "Force Account" and "Force Account-Erosion/Water Pollution Control" and has entered the amounts in the bid proposal to become a part of the total bid by the Contractor. It is for the purpose of providing a common proposal for all bidders and for that purpose only.

### 1-09.7 Mobilization

This section is supplemented with the following:

Bid item for "Mobilization" is included for Contractor mobilization associated with water main portion of Contract.

### **END OF SECTION**

### 1-10 TEMPORARY TRAFFIC CONTROL

### 1-10.2(1) A Traffic Control Management

This section is supplemented with the following:

Refer to other parts of the Contract Documents for more details on Traffic Control submittal and requirements.

When any road closure, lane closure, flagger operation, or sidewalk closure occurs, the Contractor shall refer to "The Traffic Control Handbook" for requirements; located at:

http://www.govme.org/download/PDF/Traffic Control Handbook.pdf

### 1-10.4 Measurement

### 1-10.4(1) Lump Sum Bid for Project (No Unit Items)

This section is supplemented with the following:

Temporary traffic control labor for the water main replacement portion of this project is per lump sum.

### 1-10.5 Payment

### 1-10.5(1) Lump Sum Bid for Project (No Unit Items)

This section is supplemented with the following:

"Project Temporary Traffic Control", Per Lump Sum.

8/31/2020 TH MRP122019-36

The lump sum bid price for "Project Temporary Traffic Control" for the water main replacement portion of the project will include all labor, materials, signs, barricades, flaggers, spotters, uniform police officers, etc. for all phases of water main construction. Traffic Control Supervisor (TCS) labor is incidental to the contract.

### **END OF SECTION**

### 2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

### 2-01.2(2) Disposal Method No. 2 - Waste Site

This section is supplemented with the following:

All excess material from this contract, disposed at sites within the City of Tacoma, shall be placed in accordance with Ordinance No. 26310 - Section 2.02.330 EXCAVATION AND GRADING Amendment to Appendix Chapter 33 of the 1997 UNIFORM BUILDING CODE. Excess material disposed outside the limits of the City of Tacoma shall be placed in accordance with all applicable state, county and municipal regulations.

All costs associated with wasting the excess material, as required above, shall be included in the contract.

### **END OF SECTION**

### 2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

### 2-02.3 Construction Requirements

This section is supplemented with the following:

As indicated on the plans or as directed by the Engineer all old pipe (except wood stave), valves, hydrants, tees, reducers, and fittings salvaged from replaced pipe lines shall be delivered by the Contractor to the Water Storeroom at South 35th and Union Avenue, Tacoma, WA at no additional cost. **Otherwise, disposal, including concrete anchors is incidental to the contract.** 

Salvage methods shall be used which will save all material intact and undamaged.

The ends of pipe abandoned and left in the ground by this contract shall be plugged with concrete in accordance with 7-08.3(4) or as specified on plan. All costs for labor, equipment, and materials to complete plugging of abandoned pipe shall be incidental to contract.

### **2-02.3(3)** Removal of Pavement, Sidewalks, Curbs, and Gutters *Item 1 and 2 are deleted:*

This section is revised to read:

Removal and disposal of existing pavement, sidewalks, curbs, and gutters associated with the water main installation includes all combinations and thicknesses. No additional compensation shall be made for varying combinations and thicknesses.

All costs for the removal and disposal of existing concrete curb, sidewalk, driveways, and alley approaches for the water main or related appurtenances shall be included in the unit contract bid price.

8/31/2020 TH MRP132019-36

The contractor will be required to saw cut for Tacoma Water service transfers. Additional saw cutting may be necessary in the event that the cement concrete is cracked, damaged, impacted by service transfer/renewal or as directed by the local jurisdiction. All costs shall be included in the unit contract bid price.

Any slurry generated by saw cutting shall be collected by a wet-vacuum and kept out of the storm sewer system. The contractor shall not violate the requirement of WSDOT Standard Specifications, 2018 M 41-10, section 1-07.5 (Fish and Wildlife and Ecology Regulations).

# 2-02.3(4) Historical Buried Structures-Abandoned Trolley/Railroad Tracks

This section is added with the following:

The Contractor is advised that buried structures may be encountered as part of this project. Information indicates the potential for encountering abandoned Trolley/Railroad tracks and bedding. The estimated track locations are taken from various archived records and Tacoma Water does not guarantee the accuracy or take responsibility for these records. Locations and nature of the structures are generally unknown, and the contractor is advised the quantities will be based on the conditions encountered at the time of the work.

#### 2-02.4 Measurement

This section is replaced in its entirety with the following:

No measurement for removal and reclaiming salvaged material shall be made and shall be considered incidental to the contract.

Measurement for Removal and disposal of existing pavement, sidewalks, curbs, and gutters associated with the water main installation will be made by the square yard. This bid item does not include pavement removed by the bid item "Planing Bituminous Pavement, 2-inch depth".

Measurement for "Sub-Surface Railroad/Trolley Bedding Removal", will be per square yard and includes all thicknesses and combinations concrete, rails, and railroad ties.

### 2-02.5 Payment

This section is replaced in its entirety with the following:

"Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all thicknesses & combinations", per square yard.

"Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all thicknesses & combinations", shall include all costs for saw cutting, wheel trenching, hydro hammering, chipping, grinding, etc., the existing street for water main construction and hydrant laterals. The wheel trencher may be used for the thicker initial cuts for main/hydrant installation. Additional cuts to square up the permanent patch for concrete base and asphalt concrete will be made after trenching and pouring the concrete base, respectively, when applicable, and will encompass areas disturbed by service transfers. All costs for additional cuts shall be included in the unit contract bid price.

#### **END OF SECTION**

### 2-13 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS

This section is added with the following:

8/31/2020 TH MRP142019-36

### 2-13.1 Construction Requirements

### 2-13.1(1) General

Whenever the Contractor identifies a situation that may involve contaminated/hazardous wastes, the Contractor will immediately cease work and notify the City Inspector. Situations involving contaminated/hazardous wastes may be identified by uncharacteristic odors, soil appearance, texture, containers such as drums or cans and color. The Contractor will take all steps necessary to protect personnel until all risks are identified and safe work can resume. Delays of greater than one hour will be considered standby time and will be compensated under the Force Account. If significant risks or contaminated/hazardous wastes are encountered requiring significant delays, the inspector may direct the Contractor to temporarily abandon the excavation and move to a more distant location to resume work until the situation can be addressed. Tacoma Water will take responsibility for sampling, testing and identification of proper disposal of all hazardous wastes.

A determination for method of disposal will be made upon receipt of sampling results. Excavated spoils will be the responsibility of the Contractor for proper disposal. All hazardous waste must be disposed in an appropriately licensed solid waste facility. The Contractor must identify the facility they will utilize prior to beginning work.

Transport and Disposal of Contaminated/Hazardous Waste includes all costs for the excavation, transportation and disposal of all excavated material which must be disposed in a solid waste landfill. Payment per Cubic Yard will be determined by the actual weight delivered to the permitted landfill, which must be listed on the scale ticket from the landfill. The original weight ticket from the landfill must be delivered to the inspector or provided with invoice for payment.

There are no estimated numbers for this item, but the cost will be applied if any waste is encountered. This item is not considered for calculation of the total bid amount. Any costs under this item will be covered under the Force Account item.

#### **END OF SECTION**

#### 5-04 HOT MIX ASPHALT

#### 5-04.2 Materials

This section is supplemented with the following:

#### Tack Coat

All coatings for tack coat shall be considered as incidental to and included in the unit contract price for HMA.

### **5-04.3 Construction Requirements**

This section is supplemented with the following:

Prior to the first Hot Mix Asphalt (HMA) placement on the project, a pre-paving meeting will be held with the Construction Inspector, Contractor, and Paving Contractor representative. This meeting will establish the lines of communication and provide common knowledge of how the contractor will proceed and what the inspection staff will be expecting. An example of the pre-paving agenda is shown at the end of these Special Provisions.

A minimum of three (3) inches of HMA shall be placed and maintained as temporary surfacing in open cut areas of streets, driveways and sidewalks disturbed during water main construction. Temporary HMA paving shall be done so that the entire pavement cut will receive a temporary patch

8/31/2020 TH MRP152019-36

by the conclusion of the day's work to allow resumption of normal traffic patterns. Temporary paving shall be placed such that it will hold up to heavy traffic for an extended period of time. All paving shall be saw-cut or neat spade prior to excavation.

The Contractor shall maintain a temporary patch while Tacoma Water personnel renew the services and transfer them to the new main, after which he/she shall start with additional street repairs. The Contractor shall make permanent street repairs for all pavement disturbed by Tacoma Water personnel during service renewal/transfer at the unit price bid in the Proposal for those items.

Permanent Pavement Restoration shall be as follows:

- In areas with HMA over cement concrete base pavement, restoration shall be per city of Tacoma Standard Plan SU-14D with crushed surface base course (CSBC) in place of cement concrete base pavement. CSBC shall be recycled concrete rubble meeting specification 9-03.9(3) and 9-03.21. Doweling and concrete requirements from SU-14D will not be required.
- Final HMA patch shall be to limits as shown on SU-14D and Tacoma Water Plans, with 1-foot cut back on each side of trench.

The Contractor shall inform himself/herself of Tacoma Public Works requirements for surface repairs and adjustment of facilities. All manhole rings and valve boxes shall be removed/lowered prior to paving and set to grade after final HMA paving per Standard Plan SU-25 or Dwg. 17-56-1, incidental to contract.

The Contractor shall restore all drainage ditches, culverts and embankments disturbed by his/her operations. The cost and expense for such restorative work is incidental to the Contract. The permanent street repair will be made to the satisfaction of the local jurisdiction and to its standards as shown in the plans.

The Contractor shall confine his/her operations as much as possible, such that there is minimal damage to existing pavement.

It shall be the Contractor's responsibility to protect the edge of the paved roadway at all times. The expense for pavement repairs beyond the neat line of the trench due to over-excavation or damage to the roadway edge caused by heavy equipment, spoil cleanup or other operations of the Contractor shall be the responsibility of the Contractor.

No permanent street repairs will be made until the services are transferred to the new main. The removal of trench backfill for permanent street repairs will be incidental to the bid, including additional areas disturbed during the service transfers.

Hot Mix Asphalt pavement patches/overlay shall be constructed in all trenches in existing asphalt streets per the patch details on the plan with a self-propelled paving machine.

The contract bid prices, shall be full compensation for all prime coat, tack coat, labor, materials, tools, incidental work, and equipment necessary to complete the work, as defined in section 5-04 of the Standard Specifications and the Special Provisions.

### 5-04.3(17) Paving Under Traffic

The second paragraph is supplemented with the following:

8/31/2020 TH MRP162019-36

Engineer. 5-04.4 Measurement This section is supplemented with the following: Temporary HMA Class \_\_\_\_" PG\_\_\_\_, \_\_\_\_-inch minimum depth, installed & removed will be measured by the surface square yardage. HMA CI. PG will be measured by the ton. Copies of the weigh tickets shall be given to the Construction Inspector daily. 5-04.5 Payment This section is replaced in its entirety with the following: Payment will be made in accordance with Section 1-04.1, for the following Bid item when is it included in the Proposal: "Temporary HMA Class" PG , -inch minimum depth, installed & removed", per square yard. The unit contract price per square yard for "Temporary HMA Class \_\_\_\_" PG\_\_\_\_\_, \_\_\_\_-inch minimum depth, installed & removed" shall be full compensation for all costs including mobilization, preparation, placement, compaction, maintenance and removal in preparation for permanent street repairs. "HMA CI. PG", per ton. The unit contract price per ton for "HMA CI. PG" shall be full compensation for all costs incurred for mobilization, preparation, trimming, grinding, pre-leveling, hot mix asphalt pavement, sweeping, tack coat, joint sealing, saw-cutting, pavement compaction tests and fog seal in accordance with plan details, City of Tacoma Standard Plans, and WSDOT Standard Specifications,

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

#### **END OF SECTION**

2016, M41-10, section 5-04. All manhole rings and valve boxes shall be removed/lowered prior to paving and set to grade after final HMA paving per dwg. SU-25 or dwg 17-56-1, incidental to

#### 5-05 CEMENT CONCRETE PAVEMENT

### 5-05.3 Construction Requirements

contract.

This section is supplemented with the following:

Cement Concrete Pavement panels shall be constructed in all locations where cement concrete pavement has been removed as part of trench excavation. Cement Concrete Pavement shall be restored in accordance with City of Tacoma Public Works Standard Plan No. SU-14c.

The Contractor shall replace full panels, doweling between new panels is required. Doweling between new panels shall be included in the unit contract price for "Cement Conc. Pavement, Cl. 4000".

8/31/2020 TH MRP172019-36

### 5-05.3(1) Concrete Mix Design for Paving

The sixth paragraph is supplemented with the following:

The submittal for the concrete mix design shall provide the following date: the amount of materials (i.e. cement, sand, aggregates, water, the type and amount of each admixtures, the designated 28-day compressive strength specific to the mix design, etc.) being submitted.

### 5-05.3(4)A Acceptance of Portland Cement Concrete Pavement

This section is supplemented with the following:

Acceptance of concrete will be on a non-statistical acceptance only.

The first, second, third and fourth paragraphs are deleted.

### 5-05.3(8) Joints

The second paragraph is supplemented with the following:

When new pavement abuts an existing pavement, the locations of the joints in the new pavement shall match with the joints in the existing pavement unless otherwise shown on the plans.

### 5-05.3(13 )A Curing Compound

The first paragraph is supplemented with the following:

Liquid membrane – forming concrete curing compounds shall not be used on concrete sidewalks nor other concrete surfaces designed for non-traffic use unless approved by the Project Engineer.

### 5-05.3(14) Cold Weather Work

This section is supplemented with the following:

The following additional requirements for placing concrete shall be in effect from November 1 to April 1:

- 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.

#### 5-05.3(22) Repair of Defective Pavement Slabs

This section is supplemented with the following:

All repairs of defective pavement slabs shall be performed in accordance with the City of Tacoma's Right-of-Way Restoration Policy found at www.govME.org.

#### 5-05.4 Measurement

This section is replaced with the following:

8/31/2020 TH MRP182019-36

Cement concrete pavement will be measured by the cubic yard for the completed pavement. The volume will be determined by length x width x pre-existing average depth. Dowel pin/rods shall be incidental to the contract.

### 5-05.5 Payment

This section is replaced with the following:

"Cement Conc. Pavement, Cl. 4000", per cubic yard

The unit contract price for "Cement Conc. Pavement, Cl. 4000," shall be full payment for all labor, equipment, tools, preparation, trimming, grinding, pre-leveling, cement concrete pavement, sweeping, saw-cutting, dowel pins, concrete testing and materials required to furnish and place to grade the Class 4000 concrete. The unit price shall also include protection of the concrete with plates according to Standard Specification Section 1-07 and 1-08.

#### **END OF SECTION**

### 7-04 STORM SEWERS

#### 7-04.3 Construction Requirements

This section is supplemented with the following:

Storm sewers may be encountered at various locations throughout this project. Prior to the start of the storm sewer repair, the Inspector and/or contractor shall notify Tacoma Public Works Inspector. C900 PVC, Ductile Iron or 3034 PVC may be used on storm line repairs. The repair of the storm sewer shall be made three feet outside of the water main trench. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the storm sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only. Repair/replacement/restoration will be at the inspector's discretion and the local jurisdiction.

#### 7-04.4 Measurement

This section is revised in its entirety with the following:

Storm, Sanitary, and Side Sewer Restoration will be measured per each.

### 7-04.5 Payment

This section is revised in its entirety with the following:

"Storm, Sanitary, and Side Sewer Restoration", per each.

"Storm, Sanitary, and Side Sewer Restoration", includes any work and materials required to remove and replace storm, sanitary, and side sewers shall be included in the bid item. This is a per each bid item that includes all costs but is not limited to pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers.

#### **END OF SECTION**

### 7-09 WATER MAINS

8/31/2020 TH MRP192019-36

### 7-09.1 Description

The first paragraph is revised to read:

This work consists of constructing water mains 24-inch in diameter and smaller in accordance with the Plans, these Standard Specifications, the Special Provisions and the Standard Plans, at the location shown on the Plans for Tacoma Water.

This section is supplemented with the following:

All pipe, fittings, valves, hydrants and other materials to be installed and placed under these specifications are intended to form a durable section of the distribution system of ample strength and capacity for the operating pressures in the area covered for domestic, commercial and fire protection uses and must be completed in condition to supply potable water of the highest sanitary quality. All material must be selected and the work planned and carried out to accomplish this purpose.

The cost of any item of work to be completed or materials to be furnished on the contract drawings or stated in the project specifications and having no special bid item in the Proposal, shall be considered included in the various bid items of the contract and no separate payment will be made. All materials required and not specifically listed herein to be furnished by Tacoma Water shall be furnished by the Contractor.

Any part of work not specifically covered by these specifications shall be in accordance with the American Water Works Association (AWWA) Standard Specifications and the Ductile Iron Pipe Research Association (DIPRA).

### 7-09.1(1)C Gravel Backfill for Pipe Zone Bedding

This section is supplemented with the following:

Aggregates will conform to the requirements for trench backfill.

### 7-09.1(1)D Pipe Zone Backfill

This section is revised to read:

Aggregates will conform to the requirements for trench backfill.

#### 7-09.2 Materials

Under the heading Aggregates: "Trench Backfill 9-03.15 or 9-03.19" is revised to read:

Trench Backfill shall meet the requirements of Section 9-03.9(3) for Crushed Surfacing Top Course. No recycled material shall be used for water main trench backfill.

This section is supplemented with the following:

All materials shall conform to American Water Works Association (AWWA) and the Ductile Iron Pipe Research Association (DIPRA).

All Push-on Joint and Mechanical Joint rubber gaskets shall be styrene-butadiene rubber (SBR). All gaskets must conform to ANSI/AWWA C111-72 or revision thereof.

### 7-09.3 Construction Requirements

8/31/2020 TH MRP202019-36

### 7-09.3(1) General

This section is supplemented with the following:

Trench Excavation shall be loaded directly onto trucks. Trench Excavation shall not be stockpiled along the trench or on paved streets, driveways, and sidewalks.

Alignment and grade stakes will be provided by Tacoma Water. The Contractor shall provide a minimum of 5-working-days' notice for staking by Tacoma Water. Request for survey shall be made through Greg Armstrong, Tacoma Water Construction Operations Manager, (253) 502-8742. The Contractor shall use a string line to maintain true grade, and alignment between stakes. Use of electronic leveling devices for grade and alignment shall be at the discretion of the Inspector where string line is impractical.

#### 7-09.3(1)B Trench Foundation

This section is added with the following:

Trench areas found to be inadequate for a solid pipe line trench foundation shall be over excavated and quarry spalls shall be placed until an adequate foundation is accomplished then sand bedding. Note, the profile shows the invert elevation of the pipe, not the bottom of the trench.

### 7-09.3(5) Grade and Alignment

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

The depth of trenching for water mains shall be such as to give a minimum cover of 42 inches over the top of pipe unless otherwise specified on the plans, within these Special Provisions, or approved by the Engineer.

### 7-09.3(6) Existing Utilities

This section is supplemented with the following:

The lump sum bid item for of "Test Holes" is for the purpose of pre-determining and resolving conflicts with existing utilities and is required to be completed prior to the water main installation. Proper test holes cannot be accomplished until utility "one call" locates have established and maintained. The selection of methods materials or equipment used for test holes is at the discretion of the contractor. No additional compensation will be made for any particular or specialized equipment or technique utilized by the Contractor. The work shall include all techniques as necessary to field verify and locate all existing utilities, whether shown on the plans or located via one call utility locates, at all new main crossings. Test-hole excavation shall be done in the presence of the Construction Inspector. Test-hole data shall be provided to the inspector prior to main construction and adequate time given to the engineer to re-design if necessary. If the elevation/alignment of the existing utilities is in conflict with the new main installation, the elevation/alignment design will be adjusted by the engineer/inspector.

Additional compensation for any extra excavation required will be made to the contractor via the Trench Excavation and Disposal item as supplemented in these Special Provisions.

Sanitary side sewers and storm catch basin laterals that are unmarked or not locatable and are damaged during water main construction will be repaired and/or replaced as necessary. Prior to the start of the repair, the Inspector and/or contractor shall notify agency responsible for system and make repairs to their standards and make the repair available for the agencies inspection if required or requested. Repair/replacement/restoration will be at the inspector's discretion and in accordance with sections 7-04, 7-17, 7-18 and the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

8/31/2020 TH MRP212019-36

### 7-09.3(7) Trench Excavation

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

The minimum trench width shall be the nominal pipe diameter plus 16 inches. The maximum trench width shall not exceed 30-inches, or 1.5 times the outside diameter of the pipe plus 18-inchs, whichever is greater, unless otherwise approved by the Engineer to allow for proper construction of the pipeline, fittings and other appurtenances. The Contractor is advised to refer to the "Installation Guide for Ductile Iron Pipe" published by the Ductile Iron Pipe Research Association for guidance on suggested trench widths for various pipe sizes.

### 7-09.3(7) A Dewatering of Trench

This section is supplemented with the following:

The Contractor is responsible for having proper and operational equipment for dewatering. The contractor will have operational de-watering equipment on site prior to main shutdown. The cost of all labor, equipment and materials for de-watering shall be included in the various bid items of the contract. No additional compensation will be made for dewatering.

The Contractor is responsible for keeping excavations free from water during construction and disposing of the water in a manner that will not cause injury to public or private property, or to cause a nuisance or a menace to the public. The Contractor shall maintain dry working conditions at all times and under all conditions. Groundwater flowing toward or into 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. While the excavation is open, the water level shall continuously be maintained at least two (2) feet below the working level. 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 costs associated with dewatering and discharge to the sanitary sewer shall be incidental to Trench Excavation and Disposal, Section 7-09.3(8) of these specifications.

### 7-09.3(7) C Extra Trench Excavation

The 4<sup>th</sup> paragraph of this section is revised to read:

Additional excavations so required shall be classified as Trench Excavation and Disposal.

### 7-09.3(8) Removal and Replacement of Unsuitable Materials

This section heading is revised to read:

### "7-09.3(8) Trench Excavation and Disposal"

This section is supplemented with the following:

Unless specified elsewhere, Contract shall include the export and disposal of 100% of all excavated materials and the import of 100% of all trench backfill material.

### 7-09.3(9) Bedding the Pipe

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

Pipe zone bedding shall conform to the requirements for Trench Backfill.

8/31/2020 TH MRP222019-36

### 7-09.3(10) Backfilling Trenches

This section is supplemented with the following:

No recycled material shall be used for trench backfill unless otherwise specified. Tacoma Water will require CSTC for trench backfill up to the roadway restoration section. Backfill shall be compacted in accordance with the 2016 WSDOT Standard Specifications. The Contractor will be required to provide a current proctor of material for compaction testing. Compaction testing will be paid under a separate bid item. CSTC shall also be placed in areas of existing rock surfacing disrupted by the water main construction and in any other areas where directed by the inspector, and rolled with a power roller.

### 7-09.3(11) Compaction of Backfill

This section is revised to read:

Backfill shall be compacted to at least 95-percent of maximum density as specified in Section 2-03.3(14) D and in accordance with City of Tacoma Standard Plan No. SU-28, or as directed by the Engineer.

At locations where paved streets, roadway shoulders, driveways, or sidewalks will be constructed or reconstructed over the trench, the backfill shall be spread in layers and compacted by mechanical tampers. In such cases, the backfill material shall be placed in successive layers not exceeding 12-inches in loose thickness, and each layer shall be compacted with mechanical tampers to the density specified herein. Mechanical tampers shall be of the impact type as approved by the Engineer.

Compaction test locations shall be at 150 linear foot intervals, with a minimum of two compaction test locations per trench, in accordance with City of Tacoma Standard Plan No. SU-28, or as directed by the Engineer. The Contractor shall perform compaction testing each day main is installed.

At each compaction test location, compaction tests shall be taken on each compacted layer, starting 18-inches above the pipe and finishing at the top of backfill. Each layer shall be compacted to 95% modified proctor density, as verified by compaction testing, before placing and compacting the next layer. Compaction testing will be performed by a licensed testing company with trained personnel in the presence of the Tacoma Water Construction Inspector. Passing test will be based on a current proctor of material used. Costs incurred for any proctor test, and failed compaction test, are the responsibility of the Contractor.

If the Contractor fails to conduct proper compaction tests as specified then the Tacoma Water Construction Inspector has the authority to cease Contractor water main work. Any costs incurred as a result of the ceased work shall be borne by the Contractor.

Service transfer work by Tacoma Water will not commence until such time as the trench has been successfully backfilled, as demonstrated through receipt of successful compaction test results for that portion of water main placed in service.

### 7-09.3(12) General Pipe Installation

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

8/31/2020 TH MRP232019-36

Pipe shall be installed in accordance with the manufacturer's printed specifications and instructions, and to the standards of the AWWA and DIPRA for installing the type of pipe used.

### 7-09.3(14) Cutting Pipe

This section is supplemented with the following:

Short lengths of field cut pipe used for bell and spigot joints shall have a bevel of 30° from center and ¼" from the end.

### 7-09.3(16) Cleaning and Assembling Joint

This section is supplemented with the following:

Only food-grade pipe lubricant as specified by the pipe manufacturer for potable water shall be used on joints. It shall be delivered to the job in closed containers and shall be kept clean. Pipe lubricant shall be in accordance with AWWA C111/A21.11-95 paragraph. 4.4.4, and NSF/ANSI Standard 61, latest edition.

### 7-09.3(19) A Connections to Existing Mains

This section is supplemented with the following:

When connecting new mains to existing, the Contractor shall swab out all new material that will go into immediate service with a chlorine solution prior to installation. When shutdowns for connection are required, the contractor will coordinate and schedule with the inspector, a minimum of three working days prior to the scheduled time of shutdown, to allow 48-hour notification to all customers. Cancellations of the shutdown by the contractor after customer notification is made may result in a charge to the contractor for re-notification.

The Contractor is advised that existing valves used to shut down mains for connections are subject to leakage due to age and condition. The Contractor shall be prepared to deal with water from leaking valves encountered. No additional compensation will be made.

The Contractor is advised that only Tacoma Water crews may operate system valves.

The existing pipe shall be kept clean and free of debris as much as possible.

Coordination is an important part of this project so proper notification for shutdowns is necessary, such that they can be scheduled without causing delays to the Contractor or unanticipated interruption of service to Tacoma Water customers.

### 7-09.3(19) B Maintaining Service

This section is supplemented with the following:

Tacoma Water will furnish all labor and materials necessary to provide temporary (hi-line) mains and services when necessary or as determined by the Construction Inspector. The Contractor may have some down time waiting for services to be hi-lined. No extra compensation will be made to the Contractor for down time due to work by City forces. No time will be charged towards the contract's time of completion while services are transferred.

Where existing services are to be transferred from old to new mains, the work of the Contractor shall be so planned and coordinated with that of Tacoma Water that Tacoma Water customers will be shut off as briefly as possible.

8/31/2020 TH MRP242019-36

### 7-09.3(21) Concrete Thrust Blocking

The first paragraph is supplemented with the following:

Concrete thrust blocking shall conform to Standard Drawing 17-56-1, with concrete having a minimum compressive strength of 3,000 psi at 28 days. Concrete used for thrust blocking on mains eight inch and smaller may meet the requirements of 6-02.3(4)B Jobsite Mixing. Temporary thrust blocking may be revised or altered as approved by the Tacoma Water Construction Inspector.

### 7-09.3(23) Hydrostatic Pressure Test

Paragraph 13 is deleted:

This section is supplemented with the following:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide a set of pressure gauges. Testing will conform to DIPRA standards.

### 7-09.3(23) A Testing Extensions from Existing Mains

This section is supplemented with the following:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide a set of pressure gauges. Testing will conform to DIPRA standards.

### 7-09.3(23) B Testing Section with Hydrants Installed

This section is supplemented with the following:

Testing will only be accomplished with the approval and in the presence of the Tacoma Water Construction Inspector. The Tacoma Water Construction Inspector will provide a set of pressure gauges. Testing will conform to DIPRA standards.

### 7-09.3(24) A Flushing

This section is revised to read:

In laying mains, care shall be taken to insure that the interior of the pipe is kept free of foreign matter or trench water. Upon completion of construction, the line shall be filled slowly under the direction of the Engineer and a pressure test conducted.

Sections of pipe to be disinfected shall first be flushed to remove any solids or contaminated material that may have become lodged in the pipe. If a hydrant is not installed at the end of the main, then a tap shall be provided large enough to develop a flow velocity of at least 2.5 feet per second in the water main.

Tacoma Water crews will flush, sample, and de-chlorinate newly installed water mains. The Contractor is advised that only Tacoma Water crews shall operate system valves.

Water for testing and sterilizing will be furnished without charge to the Contractor at such points as may be designated by the Inspector, in such quantities and at such times as will not interfere with service to Tacoma Water customers.

8/31/2020 TH MRP252019-36

### 7-09.3(24) K Retention Period Flushing

This section is revised to read:

The chlorinated water resulting from the initial filling shall be retained in the line for a period of not less than 24 hours. After this period the chlorine residual at the pipe extremities and at other representative points shall be at least 25 ppm. After which Tacoma Water will remove the chlorinated water and thoroughly flush the line. Tacoma Water shall take initial bacterial test samples of water flowing in the line upon completion of the flushing.

A second set of bacterial test samples will be taken after a 24-hour retention period of the water remaining in the pipe after the initial flushing. Should the samples not test free of E coli and zero coli-form bacteria, the line shall be re-disinfected and re-flushed, at the expense of the Contractor, until two successive satisfactory samples are obtained.

Forty-eight hours is the minimum time required by the bacteriological laboratory to process samples.

### 7-09.3(24) N Final Flushing and Testing

The second paragraph is deleted:

This section is supplemented with the following

The Tacoma Water Construction Inspector will determine location of sample stations and coordinate with Tacoma Water crews for installation. Corporation stops with copper pipe stubs will be installed by Tacoma Water crews at selected points along the pipeline for use as sampling stations and points to release air, and apply test pressure.

The sampling stations will be removed by Tacoma Water crews after bacterial tests and pressure tests are completed unless the station will be used for a new water service lateral. Installation and removal of sample stations will be coordinated with the Contractor. The water main contractor shall complete any excavation required for installation and/or removal of the sample stations. The cost of all labor, equipment and materials involved in the installation and removal of sample stations shall be included in the various bid items of the contract.

Unless specified in the bid proposal or on the plans, Tacoma Water will furnish all labor and materials necessary to provide new services or to transfer present services to the new mains and to provide the required taps for testing and sterilizing.

Water for testing and sterilizing will be furnished without charge to the Contractor at such points as may be designated by the Inspector, in such quantities and at such times as will not interfere with service to Tacoma Water customers.

#### 7-09.4 Measurement

The first paragraph is revised to read:

<u>Ductile Iron Pipe, (Push-On Joint/Mechanical Joint), ANSI/AWWA, C151, Special Thickness Class No 52, (various sizes), per linear foot:</u> Measurement for water mains will be by the linear foot measured along the pipe less fittings, valves and couplings.

The second paragraph is revised to read:

-inch Blow-Off Assembly, installed: Measurement for this item will be per each.

8/31/2020 TH MRP262019-36

The ninth paragraph is revised to read:

<u>Trench shoring</u>: The measurement of shoring will by the linear foot of pipe laid and shall be measured along the pipe through fittings, valves and couplings. The single lineal foot measurement will be for both sides of the trench that is shored. Over-excavation to bypass the use of shoring/shielding is not considered a safety system and no payment will be made. Any extra quantities materials (pavement removal and replacement, trench excavation and disposal, trench backfill) attributed to over-excavation will not be paid for by Tacoma Water. Shoring/shielding requirements will be in accordance with WISHA standards and the 2016 M41-10 Washington State Department of Transportation Standard Specifications Section 7-09.3(7).

This section is supplemented with the following:

The bid item for removal and replacement of unsuitable material will be measured by the cubic yard and shall only cover the materials as removed as part of the trench excavation. Replacement of unsuitable materials shall be paid per the Trench backfill specification.

The unit prices bid in the Proposal shall include all the accessories, gaskets, follower glands, nuts, bolts, etc., necessary to complete the project on the approved plans.

Trench Excavation and Disposal of Contaminated Material, Incl. Haul to LRI shall be full pay for all work required to haul and dispose of all contaminated unsuitable material, and haul to LRI Landfill, located at 30919 Meridian Street East, Graham, WA, which is a licensed solid waste disposal facility. Trench and disposal requirements will be in accordance with WSDOT Standard Specifications as modified in these Special Provisions. Actual measurement will be based on a neat line trench measurement, per cubic yard. The Waste Disposal Authorization (WDA) for disposal of the contaminated trench excavation material appended to the end of these Special Provisions. The Contractor shall deliver a copy of the WDA with each load of contaminated trench excavation material delivered to LRI. The Contractor shall submit copies of the scale tickets for all loads delivered to LRI to the Tacoma Water Construction Inspector on a daily basis. The Contractor shall be responsible for any and all haul and/or disposal fees at LRI.

Roadway Excavation and Disposal of Contaminated Material, Incl. Haul to LRI shall be full pay for all work required to haul and dispose of all unsuitable material. Haul to LRI Landfill, located at 30919 Meridian Street East, Graham, WA, which is a licensed solid waste disposal facility. Roadway Excavation and disposal requirements will be in accordance with WSDOT Standard Specifications as modified in these Special Provisions. Actual measurement will be based on a neat line measurement, per cubic yard.

<u>Trench Excavation and Disposal:</u> Measurement of trench excavation and disposal of unsuitable material will be by cubic yard based upon on the tonnage of trench backfill placed and accepted by the Engineer and calculated as follows:

Trench Excavation (CY) = (<u>Trench Backfill\* (Ton) X 0.87</u>) 1.35 Ton/CY

\*Note: Trench Backfill shall be the total of the bid items: CSTC for trench backfill, CSBC for trench backfill, and CDF for trench backfill.

Mechanical Joint Fittings and couplings (various sizes and combinations): Measurement for fittings and couplings shall be per each.

-inch Blow-Off Assembly, installed: Measurement for this item will be per each.

8/31/2020 TH MRP272019-36

	Temporary -Inch Blow-Off Assemb	<u>ily, installed and rer</u>	<u>noved:</u> ivieasuremer	it for this item
will be	per each.	•		
	'			
	-inch Mechanical Joint Restrainin	a Glands (various s	sizes). Measuremen	t for these
itome	will be per each.	g Clarias (various s	<u>MZC3).</u> WCd3drCillor	it for those
ILCIIIS	will be per each.			
			\ <b>1</b>	
	-inch Push-On Joint Restraining (	<u> Jaskets (various si</u>	<u>zes): Measurement i</u>	for these items
will be	e per each.			
	-inch Transition couplings with	-inch center ring,	coating, and	bolts,
to	(various sizes): Measurement for these	items will be per ea	ach.	
	-inch End Cap Couplings, tapped	-inch with	-inch center ring,	coating, &
				coating, a
	<u>bolts (various sizes):</u> Measurement for the	ese items will be pe	er each.	

in all Diagrams Off A annually, in stalled and name and Management for this items

Concrete Thrust Anchor, installed: Measurement for this item will be per each.

<u>Temporary Thrust Anchor, installed, install and remove:</u> Measurement for this item will be per each. The use of blocking/preformed structures will be at the discretion of the inspector.

<u>Crushed Surfacing Top Course (CSTC) for trench backfill and restoration:</u> Measurement for this item shall be per ton in accordance with Section 1-09.2. It is the Contractor's responsibility to provide weigh tickets to Tacoma Water's Construction Inspector daily as materials are delivered.

<u>Crushed Surfacing Top Course (CSTC) for Street restoration:</u> Measurement for this item shall be per ton in accordance with Section 1-09.2. It is the Contractor's responsibility to provide weigh tickets to Tacoma Water's Construction Inspector daily as materials are delivered.

<u>Trench Compaction Test (as directed by the inspector),</u> shall be per each for passing compaction test as per section 7-09.3(11). Test will be performed by a licensed testing facility with trained personnel in the presence of the Tacoma Water Construction Inspector. Passing test will be based on a current proctor of material used. Costs incurred for any proctor test and failing compaction test are responsibility of the contractor.

Test Holes: No unit of measurement shall apply to the lump sum price for Test Holes.

Force Account: The item shall conform to Section 1-09.6 of the Standard Specifications.

### 7-09.5 Payment

This section is revised to read:

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

"Trench Excavation and Disposal of Contaminated Material, Incl. Haul to LRI", per cubic yard.

The unit contract price per cubic yard for "Trench Excavation and Disposal of Contaminated Material, Incl. Haul to LRI" shall be full pay for all work required to haul and dispose of all contaminated unsuitable material, at LRI Landfill, located at 30919 Meridian Street East, Graham, WA, which is a licensed solid waste disposal facility. Trench and disposal requirements will be in accordance with WSDOT Standard Specifications as modified in these Special Provisions. Actual measurement will be based on a neat line trench measurement, per cubic yard.

8/31/2020 TH MRP282019-36

"Roadway Excavation and Disposal of Contaminated Material, Incl. Haul to LRI", per cubic yard.

The unit contract price per cubic yard for "Roadway Excavation and Disposal of Contaminated Material, Incl. Haul to LRI" shall be full pay for all work required to haul and dispose of all unsuitable material, at LRI Landfill, located at 30919 Meridian Street East, Graham, WA, which is a licensed solid waste disposal facility. Roadway Excavation and disposal requirements will be in accordance with WSDOT Standard Specifications as modified in these Special Provisions. Actual measurement will be based on a neat line measurement.

"Trench shoring", per linear foot.
The single lineal foot measurement will be full pay for both sides of the trench that is shored. Over-excavation to bypass the use of a shoring/shielding is not considered a safety system and no payment will be made.
"inch Ductile Iron Pipe, (Push-On Joint/mechanical joint), ANSI/AWWA, C151, Special Thickness Class No. 52, to furnish, lay and test" per linear foot.
The unit contract price per linear foot for each size "inch Ductile Iron Pipe, (Push-On Joint/mechanical joint), ANSI/AWWA, C151, Special Thickness Class No. 52, to furnish, lay and test" shall be full pay for all work to complete the installation of the water main including but not limited to furnishing, laying, jointing pipe, gaskets, gland/bolt kits, testing, flushing, disinfecting the pipeline and cleanup.
Payment for restoration will be made under the applicable items shown in the Proposal. If no pay items for restoration are included in the Proposal, restoration shall be considered incidental to the work of constructing the water main, and all costs thereof shall be included in the unit contract price for "inch Ductile Iron Pipe, (Push-On Joint,/mechanical joint), ANSI/AWWA, C151, Special Thickness Class No. 52, to furnish, lay and test".
"inch Ductile Iron Reducer, M.J. with concrete anchor, (dwg.17-56-1) installed", per each.
The unit contract price for "inch Ductile Iron Reducer,M.J. with concrete anchor, (dwg.17-56-1) installed", shall be full pay for all labor, equipment and materials required for furnishing and installing these items including concrete anchor, gaskets and gland/bolts kits.
"inch Ductile Iron ( <u>fitting)</u> , M.J installed", per each.
The unit contract price for "inch Ductile Iron ( <u>fitting</u> ), M.J installed", shall be full pay for all labor, equipment and materials required for furnishing and installing these items including gaskets and gland/bolts kits.

and removing these items including gaskets gland/bolts kits. -inch Ductile Iron (Cap/plug), M.J., tapped -inch, installed", per each. The unit contract price for " -inch Ductile Iron (cap/plug), M.J., tapped -inch, installed" shall be full pay for all labor, equipment and materials required for furnishing, and installing these items including gaskets gland/bolts kits.

& removed" shall be full pay for all labor, equipment and materials required for furnishing, installing

-inch Ductile Iron (cap/plug), M.J., tapped -inch, installed & removed", per each.

The unit contract price for "-inch Ductile Iron (cap/plug), M.J., tapped -inch, installed

8/31/2020 TH MRP292019-36

		oupling with	inch center ring, _	coating, and	bolts,
to D.I.", per	each.				
coating		to D.I.", sh	ransition Coupling wall be full pay for all		
	inch End Cap Co per each.	upling tapped _	inch, withi	nch center ring,	_coating, and
center ring,		bolts," shall	nd Cap Coupling tap be full pay for all lab		
	nporaryinch E g, andbolts, in		g tappedinch, oved," per each.	withinch cent	er ring,
inch ce	enter ring,coat	ing, andbo	-inch End Cap C olts, installed and ren oish, install and remo	noved,", shall be ful	
	inch Blow-Off As	sembly, installed	d", per each.		
pay for all w excavating, Bid item to i	ork to install the blood backfilling, laying a	ow-off assembly nd jointing pipe box to finished	"inch Blow-Off per drawing 17-56-1 pipe and fittings, val grade per drawing	I, including but not live box, meter box,	limited to and cleanup.
"Ten	nporaryinch [	Blow-Off Assem	bly, installed & remo	ved", per each.	
removed" sh	hall be full pay for a o excavating, backf	ll work to install	"Temporaryinc the blow-off assemb I jointing pipe, pipe a	ly per dwg. 17-56-1	, including but
	inch Mechanical	Joint Restrainin	g Gland, installed", p	er each.	
			lechanical Joint Rest equired for furnishinดู		
	inch Push-On Jo	int Restraining (	Gasket, installed", pe	r each.	
			ush-On Joint Restrai equired for furnishinดู		
"Cor	ncrete Thrust Ancho	or, installed", pe	each.		
			rust Anchor, installe g and installing the s		or all labor,

"Concrete Thrust Anchor with Hair Pins and min. one CY Concrete, installed", per each

MRP302019-36

8/31/2020 TH

The unit contract price for "Concrete Thrust Anchor with Hair Pins and min. one CY Concrete, installed" shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item. Hairpins to be supplied by Tacoma Water.

"Temporary Concrete Thrust Anchor, installed & removed", per each.

The unit contract price for "Temporary Concrete Thrust Anchor, installed & removed", shall be full pay for all labor, equipment and materials required for furnishing, installing and removing the specified item.

"Crushed Surfacing Top Course for Trench Backfill per section 9-03.9(3) of the \_\_\_\_\_WSDOT Standard Specifications, shoulder restoration, and as directed by the inspector", per ton.

The unit contract price for "Crushed Surfacing Top Course for Trench Backfill per section 9-03.9(3) of the \_\_\_\_\_WSDOT Standard Specifications, shoulder restoration, and as directed by the inspector", shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item including delivery, spreading, compacting and rolling.

"Crushed Surfacing Top Course for Street Restoration per section 9-03.9(3) of the WSDOT Standard Specifications, and as directed by the inspector", per ton.

The unit contract price for "Crushed Surfacing Top Course for Street restoration per section 9-03.9(3) of the \_\_\_\_\_WSDOT Standard Specifications, shoulder restoration, and as directed by the inspector", shall be full pay for all labor, equipment and materials required for furnishing and installing the specified item including delivery, spreading, compacting and rolling.

"Trench Compaction Test (as directed by the inspector)", per each.

The unit contract price for "Trench Compaction Test (as directed by the inspector)", shall be for passing compaction test as per section 7-09.3(11), by a licensed company in the presence of Tacoma Water Construction Inspector, and shall be measured per each passed test.

"Test Holes", per lump sum.

The lump sum contract price for "Test Holes" shall be full pay for all labor, equipment and materials required to perform the specified excavations including all flagging required to field verify existing utilities. Progress payment will be made based on the percentage completion of the total work encompassed within the lump sum item.

### **END OF SECTION**

### **7-10 VACANT**

This section including heading is revised to read:

#### 7-10 CASING PIPE FOR WATER MAIN

#### 7-10.1 Description

Construct a casing pipe around the water main at locations where the proposed water main is beneath a sanitary sewer, has less than 18-inches of vertical separation with a sanitary sewer, has less than 10-feet of horizontal separation with a sanitary sewer, at perpendicular crossings with a sanitary sewer, as shown on Tacoma Water Plans, and as directed by Engineer/Inspector. This casing pipe will be installed by trenching and as indicated on the Tacoma Water Plans.

8/31/2020 TH MRP312019-36

At perpendicular crossings, maintain a minimum 18-inches vertical separation, outside pipe to outside pipe, between water main and non-potable pipe. Install casing with spacers and end seals on the water main that is centered over the crossing with the joint spaced at minimum of 9-feet from the centerline of pipe. Under no circumstance shall the vertical separation between water main and sanitary sewer be less than 6-inches. In instances where the water main is installed underneath a sanitary sewer, provide a casing on both pipes. Casing for sanitary sewers shall be installed as specified elsewhere in the Contract Documents.

At horizontal separations between water mains and sanitary sewers less than 10-feet but greater than 4-feet, install a casing around the water main the entire length unless indicated otherwise by Engineer/Inspector or on the Water Plans. Under no circumstance shall the horizontal separation between water main and sanitary sewer be less than 4-feet.

#### 7-10.2 Materials

### 7-10.2(1) Casing Pipe

In each location where a casing pipe is necessary, the casing pipe shall be a continuous 20 foot length of "PVC Pipe, AWWA C900, DR-25.

The following table lists the water main, sewer, or side sewer sizes and their corresponding casing size:

Pipe Size	Casing Size	
6" DI	12"	
8" DI	14"	
10" DI	18"	

#### 7-10.2(2) Casing Spacers

Casing spacers shall be a minimum of 8-inches wide and shall be fabricated with runner heights to provide a standard carrier pipe configuration. The spacers shall be constructed of a coated steel band with 2-inch glass reinforced plastic runners. The casing spacers shall be Model GPT Ranger-2 as manufactured by GPT, a division of EnPro industries or approved equal. The contractor shall be responsible for sizing insulators to provide required clearance of pipe bells and to properly fit the carrier pipe.

### 7.10.2(3) End Seals

The end seals shall be rubber seals with stainless steel straps and shall be Model W by Pipeline Seal and Insulator (GPT) Company, Inc. or approved equal.

#### 7-10.4 Measurement

Measurement for \_\_\_\_\_inch PVC Casing Pipe, AWWA C900/C905, DR-25, 20-foot minimum length, including end seals and casing spacers shall lineal foot, installed on water main, sanitary sewer, or side sewer.

8/31/2020 TH MRP322019-36

# 7-10.5 Payment -inch PVC Casing Pipe, AWWA C900/C905, DR-25, 20-foot minimum length, including end seals and casing spacers", per lineal foot. The unit contract price for "\_\_\_\_-inch PVC Casing Pipe, AWWA C900/C905, DR-25, 20-foot minimum length, including end seals and casing spacers" shall be full pay for all labor, equipment and materials to provide a fully functional casing pipe in place as shown on the plans. The item shall include all costs for installing and assembling all components necessary to install water main, sanitary sewer, or side sewer, within casing pipe to the line and grade shown in the plans. Costs for Trench excavation and Backfill, CSTC for trench backfill, and compaction of trench backfill, to install the casing pipe shall be included in the unit contract price for this item. **END OF SECTION** 7-12 VALVES FOR WATER MAINS 7-12.2 Materials This material list in this section is supplemented with the following: Check Valves 9-30.3(2) 7-12.4 Measurement This section is supplemented with the following: Measurement for -inch Gate Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box, will be per each. Measurement for \_\_\_\_\_\_inch Butterfly Valve, M.J., ANSI/AWWA, C509/515, with C.I. Valve Box, will be per each. 7-12.5 Payment This section is supplemented with the following: -inch Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box", per each. -inch Gate Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve The unit bid price for " Box, in place, per each" shall be full pay for all labor, equipment and materials required to furnish and

#### **END OF SECTION**

furnishing, installing, and tapping. Bid item to include raising valve box to finished grade per drawing

-inch Butterfly Valve, M.J., ANSI/AWWA, C509/C515, with C.I. Valve Box", per each.

The unit contract price for " -inch Butterfly Valve, M.J., ANSI/AWWA, C509/C515, with

install valve. Bid item to include raising valve box to finished grade per drawing 17-56-1, and to

C.I. Valve Box, in place" shall be full pay for all labor, equipment and materials required for

8/31/2020 TH MRP332019-36

17-56-1, and to include concrete pad and asphalt patch at valve box.

include concrete pad and asphalt patch at valve box.

#### 7-14 HYDRANTS

### 7-14.3(1) Setting Hydrants

The second paragraph is revised to read:

All hydrants shall be set on concrete blocks as shown on standard detail 17-56-1. The hydrant barrel drain shall waste into a pit of porous gravel material meeting specification 9-03.12(5), and situated at the base of the hydrant as shown on standard detail 17-56-1.

This section is supplemented with the following:

Hydrant installation will also conform to AWWA and DIPRA standards, and drawing 17-56-1. No barrel extensions will be approved for new installations. The Contractor is responsible for ensuring the proper bury of hydrant for grade is installed.

### 7-14.3(2)A Hydrant Restraints

This section is supplemented with the following:

Only approved restraining glands will be installed for hydrant restraints, unless shackle rods are specified. No poured concrete thrust block will be placed on the back side of the fire hydrants. If the hydrant lateral is longer than one full length of pipe, either mechanical joint (MJ) pipe, approved push-on joint restraining gaskets or a ductile iron solid sleeve with restraining glands will be installed to ensure correct location and restraint of hydrant.

### 7-14.3(4) Moving Existing Hydrants

This section is supplemented with the following:

The Engineer and/or Inspector will determine if the existing hydrant lateral tee will be removed and replaced with new pipe or plugged, depending on type of pipe and joint.

### 7-14.3(6) Hydrant Extensions

This section is revised to read:

No hydrant barrel extensions are approved on new installations.

### 7-14.3(7) Removing Abandoned Hydrants

This section is added with the following:

The contractor shall remove existing abandoned fire hydrants which were taken out of service by this project or as noted to be removed on plans. Abandoned fire hydrants shall be removed at the foot, laterals plugged and fire hydrants delivered to the Tacoma Water Storeroom at South 35<sup>th</sup> Street and Union Avenue. All labor and equipment costs are incidental to the contract.

#### 7-14.4 Measurement

This section is supplemented with the following:

Measurement of "6-inch Hydrant, M.J., _	ft. bury, with	inch	Threads &
-inch Quick Connect Coupling", will be made	e per each.		

### 7-14.5 Payment

This section is supplemented with the following:

8/31/2020 TH MRP342019-36

•	"6-inch Hydrant, M.J., _	ft. bury, with	inch	Threads &	inch Quick
Connec	t Coupling", per each.				
	T		6. 1		
	The unit bid price for "6-	-inch Hydrant, M.J.,	ft. bury, wit	ninch	
Threads	s &inch Quick Con	nect Coupling", shall	ll be full pay for a	ll labor, equipmer	nt and materials
required	d for furnishing and insta	alling the hydrant ind	cluding drain rock	and hydrant bloc	k. Restraining
glands,	lateral pipe, tee, and va	alve will be paid und	er separate bid it	ems.	

### **END OF SECTION**

#### 7-15 SERVICE CONNECTIONS

This section is supplemented with the following:

There are approximately **66 service transfers** throughout the project. New mains will be tested and sampled in sections so Tacoma Water can commence with service transfers. Following the successful completion of sampling, the Contractor shall anticipate down time waiting for Tacoma Water crews to complete service transfers. The Contractor shall anticipate one working day per service for Tacoma Water crews to complete service transfers. All costs shall be included in the various bid items in the proposal and no extra compensation will be made to the Contractor for down time due to work by City forces. No time will be charged towards the contract's time of completion while services are being transferred.

Please note; Service transfer work by Tacoma Water will not commence until such time as the section of water main has been placed into service and the trench has been successfully backfilled, as demonstrated through receipt of successful compaction test results for that portion of water main to be placed in service.

For water service transfers:

- For water services two inches and smaller, the Contractor shall anticipate one working day per service for Tacoma Water crews to complete service transfers.
- For water services larger than 2- inches, the Contractor shall anticipate one and one half working days per service for Tacoma Water crews to complete service transfers.

#### **END OF SECTION**

#### 7-17 SANITARY SEWERS

### 7-17.3 Construction Requirements

This section is supplemented with the following:

Sanitary sewers may be encountered at various locations throughout this project and may need to be repaired, restoration, and/or retrofitted. Prior to the start of the sanitary sewer work, the Inspector and/or contractor shall notify, the Inspector having jurisdiction of the sanitary sewer. C900 PVC shall be used on sanitary repairs. The repair of the sewer shall be made three feet outside of the water main trench or to the limits and material standards of Washington State Department of Ecology, Criteria for Sewer Works Design.

If the sewer pipe falls into the "Unusual Condition" as specified by the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-9.1.4 Unusual Conditions (Perpendicular), the sewer pipe shall comply with the requirements of a full length of pipe centered MRP352019-36

over the water main to the material standards of Table C1-4. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only. Repair/replacement/restoration will be at the inspector's discretion and in accordance with Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

#### 7-17.4 Measurement

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration" will be measured per each.

### 7-17.5 Payment

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration", per each.

The unit bid price for "Storm, Sanitary, and Side Sewer Restoration", includes all labor and materials required to remove and replace storm, sanitary, and side sewers. This is a per each bid item that includes all costs but is not limited to pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers.

#### **END OF SECTION**

#### 7-18 SIDE SEWERS

### 7-18.3 Construction Requirements

This section is supplemented with the following:

Sanitary sewers may be encountered at various locations throughout this project and may need to be repaired, restoration, and/or retrofitted. Prior to the start of the sanitary sewer work, the Inspector and/or contractor shall notify, the Inspector having jurisdiction of the sanitary sewer. C900 PVC shall be used on side sewer repairs. The repair of the side sewer shall be made three feet outside of the water main trench or to the limits and material standards of Washington State Department of Ecology, Criteria for Sewer Works Design.

If the side sewer pipe falls into the "Unusual Condition" as specified by the Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-9.1.4 Unusual Conditions (Perpendicular), the side sewer pipe shall comply with the requirements of a full length of pipe centered over the water main to the material standards of Table C1-4. No additional compensation shall be made for the extended connection and material. Mechanical couplings (Romac or equivalent) shall be installed at both ends of the sewer restoration forming a rigid connection between the new and existing pipe. Rigid PVC slip couplings for PVC pipe and Romac mechanical style for concrete pipe only. Repair/replacement/restoration will be at the inspector's discretion and in accordance with Washington State Department of Ecology, Criteria for Sewer Works Design, sections C1-8 and C1-9.

#### 7-18.4 Measurement

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration", will be measured per each.

8/31/2020 TH MRP362019-36

### 7-18.5 Payment

This section is revised to read:

"Storm, Sanitary, and Side Sewer Restoration", per each.

The unit bid price for "Storm, Sanitary, and Side Sewer Restoration", includes all labor and materials required to remove and replace storm, sanitary, and side sewers. This is a per each bid item that includes all costs but is not limited to pipe casing (to included end seals and casing spacers), pipe, fittings, pea gravel, labor, and equipment, etc. to repair sewers and casing cost.

Pipe casing requirements will follow State of Washington Department of Ecology Criteria for Sewage Works Design (See section 7-10).

#### **END OF SECTION**

#### 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL

### 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. The ESC Lead shall have, for the life of the contract, a current Certificate of Training in Construction Site Erosion and Sediment Control from a course approved by WSDOT's Statewide Erosion Control Coordinator.

The ESC Lead shall implement the Temporary Erosion and Sediment Control (TESC) plan. Implementation shall include, but not limited to:

- 1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the TESC plan to assure continued performance of their intended function. Damaged or inadequate TESC BMPs shall be corrected immediately.
- 2. Inspecting all on-site erosion and sediment control BMPs at least once every five working days and each working day there is a runoff event. A TESC Inspection Report shall be prepared for each inspection and shall be included in the TESC file. A copy of each TESC Inspection Report shall be submitted to the Engineer no later than the end of the next working following the inspection. The report shall include, but not limited to:
  - 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 TESC plan inadequacies.
- 3. Updating and maintaining a TESC file on site includes, but not limited to:
  - a. TESC Inspection Reports
  - b. Temporary Erosion and Sediment Control (TESC) plan narrative.
  - c. National Pollutant Discharge Elimination System construction permit (Notice of Intent)
  - d. Other applicable permits.

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

### 8-01.3(1)C Ground Water

This section including title is revised to read:

8/31/2020 TH MRP372019-36

### 8-01.3(1)C Water Management

#### 1. Ground Water

When ground water is encountered in an excavation, it shall be treated and discharged as follows:

- A. When the ground water conforms to Water Quality Standards for Surface Waters of the State of Washington (Chapter 173-201A WAC), it may bypass detention and treatment facilities and be routed directly to its normal discharge point at a rate and method that will not cause erosion.
- B. When the turbidity of the ground water is similar to the turbidity of the site runoff, the ground water may be treated using the same detention and treatment facilities being used to treat the site runoff and then discharged at a rate that will not cause erosion.
- C. When the turbidity is greater than the turbidity of the site runoff, the ground water be treated separately until the turbidity is similar to or better than the site runoff, then may be combined and treated as in B, above.

#### 2. Process Water

All water generated on site from construction or washing activities that is more turbid than site runoff shall be treated separately until turbidity is the same or less than the site runoff, and then may be combined and treated as in 1B, above. Water may be infiltrated upon approval of the Engineer.

#### 3. Offsite Water

The Contractor shall, prior to disruption of the normal watercourse, intercept the offsite storm water and pipe it either through or around the project site. This water shall not be combined with onsite storm water and shall be discharged at its pre-construction outfall point in such a manner that there is no increase below the site.

The method for performing this work shall be provided by the Contractor for the Engineer's review.

#### 8-01.3(8) Street Cleaning

This section is revised to read:

Self-propelled pickup and vacuum street sweepers shall be used, whenever required by the Engineer to prevent transport of sediment and other debris off the project site. Street sweepers without vacuums will not be allowed. Street sweepers shall be designed and operated to meet air quality standards.

#### 8-01.4 Measurement

The sixth sentence is replaced with the following:

Street cleaning with self-propelled pickup and vacuum street sweeper equipment will be measured by the hour for the actual time spent cleaning pavement, as authorized by the Inspector. Time to move the equipment to or from the area on which street cleaning is required will not be measured.

### 8-01.5 Payment

The tenth sentence is replaced with the following:

"Street cleaning with Self-propelled pickup and vacuum street sweeper equipment", per hour.

8/31/2020 TH MRP382019-36

The unit bid price for "Street cleaning with self-propelled pickup and vacuum street sweeper equipment" will be for a self-propelled pickup and vacuum street sweeper and operator.

#### 8-02 ROADSIDE RESTORATION

### 8-02.3 Construction Requirements

### 8-02.3(4) Topsoil

This section is supplemented with the following:

A minimum of 6-inches of Topsoil Type A shall be placed in areas of roadside restoration or as directed by the Construction Inspector. It shall be placed in preparation for the Tacoma Public Utilities Landscaping crew to complete the roadside restoration.

### 8-02.3(4)A Topsoil Type A

This section is supplemented with the following:

**Topsoil A shall meet the following specification:** Planting soil shall consist of a natural sandy clay loam, sandy loam, or loamy sand humus-bearing soil containing no less than 55-percent or more than 15-percent organic matter as determined by the loss of ignition of oven-dried samples. The allowable pH range shall be 5.0 to 7.0. The soil shall be natural friable surface soil free of any material toxic to the plant growth; from subsoil; and from stones and other debris which would not pass through a 1-inch square opening. The maximum allowable percent of gravel retained on a 1/4-inch sieve and other foreign materials shall not exceed 10-percent by volume. The percentage of the soil passing through the following sieves shall be:

U.S. No. Sieve	<u>Min.</u>	<u>Max.</u>
#200	5	40
#120	20	60
# 60	50	100

This planting soil shall be placed to a maximum depth of 6-inches in all areas to be seeded as designated on the plans or as directed by the project manager.

Soil amendments shall be either organic or inorganic materials; such as: thoroughly soaked peat moss, fibrous sedge peat, woody or reed type peat, sludge, manure, well-rotted sawdust, or vermiculite, manufactured or processed for use in altering structural and textural properties of soil. Peat shall contain less than 20-percent of ash by dry weight. The manure shall be well decomposed cow waste and must be free of any material toxic to plant growth, free from noxious weed seeds and with a minimum of straw litter. When sawdust is used, either 4.5 pounds of ammonium sulfate or 3 pounds of ammonium nitrate shall be added to the topsoil mixture per cubic yard of sawdust. Any manufactured or processed soil amendment material shall pass through a 1/4-inch sieve, shall contain no substances harmful to plant growth, and shall be subject to approval by the project manager. All inorganic material containers shall clearly indicate both the type of amendment material and the volume. Soil amendments shall be either organic or inorganic materials; such as: thoroughly soaked peat moss, fibrous sedge peat, woody or reed type peat, sludge, manure, well-rotted sawdust, or vermiculite, manufactured or processed for use in altering structural and textural properties of soil. Peat shall contain less than 20-percent of ash by dry weight. The manure shall be well decomposed cow waste and must be free of any material toxic to plant growth, free from noxious weed seeds and with a minimum of straw litter. When sawdust is used, either 4.5 pounds of ammonium sulfate or 3 pounds of ammonium nitrate shall be added to the topsoil mixture per cubic yard of sawdust. Any manufactured or processed soil amendment material shall pass through a 1/4-

8/31/2020 TH MRP392019-36

inch sieve, shall contain no substances harmful to plant growth, and shall be subject to approval by the project manager. All inorganic material containers shall clearly indicate both the type of amendment material and the volume.

### 8-04 CURBS GUTTERS, AND SPILLWAYS

### 8-04.1 Description

This section is supplemented with the following:

"Cement Concrete Traffic Curb and Gutter" shall be constructed per City of Tacoma Standard Plan SU-03, a copy of which is attached to this specification.

### 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways

This section is supplemented with the following:

**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 the time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

#### 8-04.4 Measurement

This section is supplemented with the following:

"Cement Concrete Traffic Curb and Gutter" will be measured by the linear foot along the line and slope of the completed curb and gutter including bends.

### 8-04.5 Payment

This section is supplemented with the following:

"Cement Concrete Traffic Curb and Gutter", per linear foot.

The unit bid price for "Cement Concrete Traffic Curb and Gutter", includes all costs for excavation, grading, preparation, forms, forming, placement, finishing, protection during curing and cleanup, labor, equipment, and material necessary to construct the cement concrete traffic curb and gutter per referenced detail plan, a copy of which is attached to this specification.

#### **END OF SECTION**

#### 8-14 CEMENT CONCRETE SIDEWALKS

### 8-14.1 Description

This section is supplemented with the following:

The cement concrete sidewalks shall be constructed in accordance with Tacoma Public Works Standard Plan(s) SU-04, SU-05 and SU-05a.

### 8-14.3 Construction Requirements

This section is supplemented with the following:

8/31/2020 TH MRP402019-36

**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 the time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.

#### 8-14.4 Measurement

This section is revised in its entirety with the following:

"Cement concrete sidewalk" will be measured by the square yard of finished surface.

### 8-14.5 Payment

This section is revised in its entirety with the following:

"Cement Concrete sidewalk", per square yard.

The unit bid price for "Cement Concrete sidewalk" per Tacoma Public Works Standard Plans No. SU-04, SU-05 & SU-05a" includes all costs for excavation, saw cutting, grading, preparation, forms, forming, placement, finishing, protection during curing and cleanup.

#### 8-22 PAVEMENT MARKING

### 8-22.1 Description

This section is supplemented with the following:

The bid item for traffic lane markings in the Tacoma Water main bid proposal pertains only to the area in the vicinity of water main installation work. Installation of traffic lane markings will reestablish pre-construction markings.

### 8-22.3 Construction Requirements

This section is supplemented with the following:

The Contractor shall replace existing pavement markings that are disturbed by water main construction. Markings shall be equivalent to that existing prior to construction and shall include but not be limited to crosswalk marking, single and double yellow paint line, reflective lane markers, plastic traffic arrows, plastic "ONLY" lettering. All traffic markings shall conform to the City of Tacoma standards.

#### 8-22.4 Measurement

This section is supplemented with the following:

Traffic lane markings will be measured by lump sum bid item.

#### 8-22.5 Payment

This section is supplemented with the following:

"Traffic Lane Markings", per lump sum.

8/31/2020 TH MRP412019-36

The contract price per lump sum for "Traffic Lane Markings" shall be full pay for reestablishing all lane striping, stop lines, raised traffic markers (buttons) and turns arrows and includes all labor and material.

### **END OF SECTION**

#### 9-03 AGGREGATES

### 9-03.21 Recycled Material

This section is supplemented with the following:

No recycled material shall be used for trench backfill of water main.

#### **END OF SECTION**

#### 9-30 WATER DISTRIBUTION MATERIALS

The first paragraph of this section is revised to read:

This specification addresses pipe and appurtenances 24-inch in diameter and smaller. Water distribution material incorporated in the work shall be new. Prior to construction, the Contractor shall submit 3 copies of material submittals to the Engineer for approval.

### 9-30.1(1) Ductile Iron Pipe

This section is revised to read:

Ductile iron pipe shall be centrifugally cast and meet the requirements of AWWA C151. Ductile iron pipe shall have a cement mortar lining meeting the requirements of AWWA C104. Ductile iron pipe shall be a minimum of Special Thickness Class 52 and manufactured by the following:

- Tyton Joint:
- Griffin Pipe Company
- Pacific States Cast Iron Pipe Company
- U.S. Pipe and Foundry Company
- Fastite Joint:\*
  - American Cast Iron Pipe Company
- Mechanical Joint:
  - American Cast Iron Pipe Company
  - Griffin Pipe Company
  - Pacific States Cast Iron Pipe Company
  - U.S. Pipe and Foundry Company

Nonrestrained joints shall be rubber gasket, push-on type, or mechanical type meeting the requirements of AWWA C111.

Restrained joints shall be as specified in Section 9-30.2(6).

\*Note: When plans and specifications require push-on joints to be restrained with nitrile gaskets, only American Ductile Iron Pipe and Fastite Fast-Grip® restraining gaskets are allowed.

8/31/2020 TH MRP422019-36

### 9-30.1(3) Rubber Gaskets

This section is added with the following:

All gaskets furnished with pipe shall be styrene butadiene rubber (SBR), unless specified otherwise by the project engineer. When deemed necessary, "Nitrile" (NBR) gaskets will be required. When NBR gaskets are required they must be color-coded and/or marked in color so as to be easily identifiable as nitrile. When nitrile push-on joint restraining gaskets are required, they shall be Fastite Fast-Grip® manufactured by American Cast Iron Pipe Company or approved equal. All gaskets must conform to ANSI/AWWA C111. The gasket requirements for the specific project will be indicated on the face of the plan for the project.

### 9-30.2 Fittings

This section is revised to read:

Ductile iron flanges and flanged ductile iron spool pieces shall be in accordance with ANSI/AWWA C 115.

Gaskets for steel flanged joints shall be cloth inserted rubber made by Johns-Manville, JM-109 or approved equal.

Unless specified otherwise, all T-head bolts and nuts supplied for mechanical joint fittings, valves, sleeves, couplings, hydrants, tapping sleeves, etc., shall be made of high-strength, low alloy steel, conforming to ANSI/AWWA C111 (Corrosion-Resistant Steel "Cor-Ten"). All other bolts and nuts shall be hot dipped galvanized or electroplated and conform to ASTM A 307, Grade B.

All bolts shall be of sufficient length that, when assembled and tightened to proper torque, a minimum of one thread will extend outside of the nut.

Tie rods and nuts for hydrant laterals, etc., shall be made of high strength, low alloy steel conforming to ANSI/AWWA C111 ("Cor-Ten"), unless specified otherwise in the plans or Special Provisions.

All ductile iron fittings shall conform to the latest ANSI/AWWA C110 Specifications or ANSI/AWWA C153 for Mechanical Joint Compact Ductile Iron Class 350 fittings. All fittings shall have either cement-mortar lining conforming to ANSI/AWWA C104 or fusion bonded epoxy internal lining per ANSI/AWWA C153. Mechanical joint glands supplied with the above fittings shall be ductile iron in accordance with the above specifications. The mechanical joint fittings/pipe shall be installed and the bolts tightened in the sequence and to the torque specified in DIPRA published by the Ductile Iron Pipe Research Association. Type of joints or other special items shall be specified in section 7-10 or on the water main Drawings.

### 9-30.2(6) Restrained Joints

This section is supplemented with the following:

Mechanical joint restraint shall be incorporated in the design of the follower gland and shall include a restraining mechanism which, when actuated, imparts multiple wedging action against the pipe, increasing its resistance as the pressure increases. Joint flexibility shall be maintained after burial. Glands shall be manufactured of ductile iron conforming to ASTM A 536-80. Dimensions of the gland shall be such that it can be used with the standardized mechanical joint bell and tee-head bolts conforming to ANSI/AWWA C111/A21.11 and ANSI/AWWA C153/A21.53. Twist-off nuts, sized same as tee-head bolts, shall be used to insure proper actuating of restraining devices. The

8/31/2020 TH MRP432019-36

mechanical joint restraint device shall have a working pressure of at least 250-psi with a minimum safety factor of 2:1 and shall be manufactured by:

- EBAA Iron, Inc., MEGALUG,
- Romac "RomaGrip"
- Uniflange Series 1400
- Stargrip<sup>®</sup> series 3000
- or approved equal

Tyton joint restraint shall be made with Field-Lok 350® restraining gaskets or approved equal. Fastite joint restraint shall be made with Fast-Grip® restraining gaskets or approved equal.

### 9-30.2(7) Bolted, Sleeve Type Couplings for Plain End Pipe

The first two sentences in this section are revised to read:

Bolted, sleeve-type couplings, reducing couplings, or transition couplings will be mechanical style flexible coupling meeting AWWA C219, with minimum 7 inch center ring, epoxy coating, and stainless steel nuts and bolts.

End Cap Couplings will be mechanical style flexible coupling meeting AWWA C219, with minimum 7 inch center ring, epoxy coating, stainless steel nuts and bolts, and tapped 2-inch.

### **9-30.3(1) Gate Valves (3 inches to 16 inches)**

This section is revised to read:

The end flanges of flanged gate valves shall conform in dimensions and drilling to the Standard ANSI B16.1 for cast iron flanges and flanged fittings, Class 125 unless specifically provided otherwise in plans or supplementary specifications. The bolt holes shall straddle the vertical centerline.

All gate valves shall be resilient seat and shall comply with the ANSI/AWWA standard as listed below:

All Resilient Seat Gate Valves shall conform to the latest revision of AWWA Standard C-509/515 and be UL listed, FM approved. They shall be as manufactured by:

- American Flow "Series 2500"
- AVK-series 25 or 65
- Clow model "2638, 2639, and 2640"
- East Jordan Iron Works, "Flowmaster"
- Kennedy model "KS-FW" and "KS-RW"
- M&H: Style "4067"
- M&H: Style "7000 series"
- Mueller Style "2362"
- NIBCO 619-RW Series
- US Pipe "Metroseal 250"
- or approved equal

All Resilient Seat Gate Valves shall meet the following requirements:

a. Shall have the body and bonnet coated with a fusion bonded epoxy coating meeting all the application and performance requirements of AWWA C-550.

8/31/2020 TH MRP442019-36

- b. All gate valve ends shall be as shown on the project drawing and conform to the applicable ANSI/AWWA standard. Flanged ends shall conform to ANSI B16.1 class 125 or C110 A21.10. Mechanical joint and push-on joint must conform to ANSI/AWWA C111, A21.11.
- c. All gate valves, 16-inch and larger, shall be horizontal stem, equipped with machine cut cast steel gears, extended type grease case, position indicators and bypass, all in accordance with the AWWA Specifications.
  - d. All bonnet and packing nuts and bolts shall be stainless steel.

### 9-30.3(2) Vacant

This section, including heading is revised to read:

# 9-30.3(2) Horizontal Swing Check Valves

Horizontal swing check valves shall meet the following requirements:

- Shall conform to the latest requirements of AWWA standard C508. Shall have cast iron body, IBBM, swing type, gravity operated, bronze-disc, bronze to bronze seat, and stainless steel hinge pin. All nuts and bolts shall be stainless steel.
- All check valve ends shall be as shown on the project drawing and conform to the applicable ANSI/AWWA standard. Flanged ends shall conform to ANSI B16.1 class 125 or C110 A21.10 Mechanical joint and push-on joint shall conform to ANSI/AWWA C111, A21.11. All nuts and bolts shall be stainless steel.

All Horizontal Swing Check Valves shall be as manufactured by:

- Mueller, model #A2600-20
- U.S. Pipe and Valve, Model #A-2600
- Kennedy Valve, model #1106
- Clow Valve Co., model #1106
- Or approved equal

### 9-30.3(3) Butterfly Valves

This section is supplemented with:

All butterfly valves shall conform to ANSI/AWWA C504 for Rubber Seated Butterfly Valves, Class 150B. All nuts and bolts shall be stainless steel.

All butterfly valves shall be manufactured by:

- Henry Pratt "Groundhog"
- M&H/Clow "4500"
- Mueller "Lineseal III"
- Or approved equal

### 9.30.3(4) Valve Boxes

This section is revised in its entirety with the following:

Cast iron valve boxes and lids shall be as indicated on the attached Tacoma Water Drawing No. 17-56-1. All buried valves shall be provided with a valve box and lid with an extension of cast iron soil pipe as necessary. The Contractor shall maintain the location and provide access to all valves within the project. No valve shall remain buried during construction.

### 9-30.3(8) Tapping Sleeve and Valve Assembly

The sixth sentence is revised to read:

Tapping sleeves shall be ductile iron, mechanical joint type or the fabricated steel type, whichever is specified in the bid proposal.

This section is supplemented with the following:

The fabricated steel sleeves shall have epoxy coating and stainless steel bolts and shall be:

- Model JCM 412 manufactured by JCM Industries\*
- Model JCM 414 manufactured by JCM Industries
- Model FTS 420 manufactured by Romac Industries, Inc\*
- SST III manufactured by Romac Industries, Inc.
- Smith Blair Style 623
- or approved equal

\*Models JCM 412 and FTS 420 will only be allowed when tapping ductile iron pipe and the size of the tap is *less than half* of the size of the pipe being tapped.

Ductile iron, mechanical joint sleeves shall be:

- Model H-615 manufactured by Mueller Co.
- Model H-619 manufactured by Mueller Co.
- Or approved equal.

### 9-30.5 Hydrants

This section is revised to read:

Hydrants furnished under these Specifications shall conform to the ANSI/AWWA C502, Specifications for Dry-Barrel Fire Hydrants, with the following limitations and exceptions, and be installed per Tacoma Water Drawing 17-56-1.

- a. **Drawings** Drawings of adequate size showing principal dimensions, material and finish shall be furnished with the bid for hydrants not listed below as acceptable.
- b. Make -
  - Clow "Medallion"
  - Kennedy "Guardian K81D"
  - M&H 129 S
  - Mueller "Super Centurion 250"
  - U.S. Pipe "Metropolitan M-94-250"
  - Waterous "Pacer/WB67-250, Tacoma Model"
- c. **Capacity -** Standard size two-hose and one-pumper nozzle.
- d. **Size -** Standard size shall be 5-1/4-inch main valve with 6-inch inlet bell. All hose nozzles shall be 2-1/2 inches. Unless otherwise indicated in the special Provisions and/or the Drawings, all pumper nozzles and quick connect fittings shall be as specified on standard drawing 17-56-1.
- e. Length Contractor shall verify proper depth of bury of fire hydrant prior to installation.
- f. **Hydrant Inlet -** All hydrants shall be provided with mechanical joint inlet.
- g. **Operating Mechanism -** All moving contact surfaces shall be bronze on bronze or bronze on iron or steel as may be approved by the Superintendent. The hydrants shall have the main valve seat threaded into a bronze sub-seat in the shoe of the hydrant to permit easy removal of the main valve seat.
- h. **Direction of Opening A**ll hydrants shall open by turning the operating nut to the left (counter-clockwise).

8/31/2020 TH MRP462019-36

- i. **Hydrant Barrels -** All hydrant barrels shall have a flange located at least 2 inches above the finished grade line and flanged extension sections shall be available in increments of 6 inches.
- j. Operating Nuts for Stem and Nozzle Caps The operating stem and cap nut shall be pentagonal in shape. The pentagon shall measure 1.35 inches from the point to the flat, at the base of the nut and 1.23 inches at the top. The faces shall be tapered uniformly and the height of the nut shall not be less than 1.0 inches. The point to the flat dimension shall be measured to the theoretical point where the faces would intersect were there no rounding off of the corners. All nozzles shall be fitted with cast iron threaded caps with operating nut of the same design and proportions as the stem nut. Caps shall be threaded to fit the corresponding nozzles and shall be fitted with suitable gaskets for positive water tightness.
- k. **Painting of Hydrants** All fire hydrants must be painted with a coat of Tri-Polar Ferrite Primer #6000, manufactured by Keeler-Long Inc., or an approved equal. The primer must be applied in accordance with the manufacturer's recommendations. After backfilling the trench, the City will apply the finish coat of aluminum paint to the nozzle section of the fire hydrant.
- I. **Quick Connect Coupling** The Quick Connect Coupling (aka Storz Coupling) shall be in compliance with the latest version of "NFPA 1963, for non-threaded Metal-Faced Hydrant Connections". The size of the Quick Connect Coupling and hydrant pumper nozzle threads will be as shown on standard drawing 17-56-1.
- m. Nuts and Bolts- All nuts and bolts below ground level shall be stainless steel.

### 9-30.5(2) Hydrant Dimensions

This section is revised in its entirety with the following:

Hydrant connection D.I. Pipe ins. dia.	6-inch
Standard, minimum dia.	6-7/8 inch
Length of 4.5 ft. bury, hydrant from bottom of hydrant	4 feet, 8 inches
connection to sidewalk ring.	
Valve opening minimum dia.	5-1/4 inches
Hose Nozzles-number and size	2 - 2-1/2-inch
Thread (Nat. Board Fire Underwriters)	7-1/2 per inch
Outside dia. Finished	3-1/16 inch
Dia. at root of thread	2.8715 inch
Pattern of thread	60° V thread
Total length of threaded male Nipple	1-inch
Pumper Nozzles-number and size	1 - 4-inch
Thread, outside dia. finished (with .02" cut off top)	5.09-inch
Dia. at root of thread (with .02" left in valley)	4.74-inch
Threads (Tacoma Std.)	4 per inch
Pattern of thread-modified	60° V thread
Total length of threaded male nipple	1-1/8-inch

### 9-30.5(3) Hydrant Extensions

This section is revised to read:

No hydrant barrel extensions are approved on new installations

# 9-30.6 Water Service Connections

This section does not apply to the contract.

### **END OF SECTION**

# **END OF SPECIAL PROVISIONS**

8/31/2020 TH MRP482019-36

#### **PART IV**

## CITY OF TACOMA INSURANCE REQUIREMENTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

#### 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20

Insurance Requirements Spec/Contract Number: ES20-0003F Template Revised 10/3/2019

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. <a href="Contract or Permit number and the City Department must be shown on the Certificate of Insurance">Contract or Permit number and the City Department must be shown on the Certificate of Insurance</a>.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. 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.
- 1.16. 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 has changed.

Insurance Requirements
Template Revised 10/3/2019

Spec/Contract Number: ES20-0003F

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. 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).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

#### 2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

#### 3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

#### 4. 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.

#### 4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

#### 4.2 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

Insurance Requirements Spec/Contract Number: ES20-0003F

equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

#### 4.3 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 4.4 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.

#### 4.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

#### 4.6 <u>Installation Floater Insurance</u>

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

#### 4.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

Insurance Requirements Spec/Contract Number: ES20-0003F

Page 4 of 4

#### PART V

## CITY OF TACOMA EQUITY IN CONTRACTING PROGRAM

#### **EIC REQUIREMENT FORM**

#### **EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:**

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

City of Tacoma – EIC Utilization Form

#### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises 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. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

#### **Equity in Contracting Requirements**

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
1%	4%	7%

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

<u>www.cityoftacoma.org/sbe</u> www.omwbe.diversitycompliance.com\*

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

CCD/SBE: ES20-0003F Date of Record: 8.18.2020

<sup>\*</sup>For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.

#### 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	Certification.
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.

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."

C. "City" means all Departments, Divisions and agencies of the City of Tacoma.

D. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

E. "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.

- F. "Goals" means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.
- G. "MWBE Certified business" (or "MWBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.
- H. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.
- I. "SBE Program Manager" means the individual appointed, from time to time, by the City's Community and Economic Development Director to administer the Program Regulations.
- J. "Program Regulations" shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.
- K. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.
- L. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.
- M. "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.
- N. "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.
- O. "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.
- P. "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.
- Q. "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.
- R. "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.
- S. "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.
- T. "Tacoma Public Utilities Service Area" means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.
- (Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and 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 MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.050 Certification.

- A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:
- 1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
- 2. The company can demonstrate that it also meets at least one of the following additional requirements:
- a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
- b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
- c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
- d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.060 Program requirements.

- A. The program shall meet the following requirements:
- 1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.
- 2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.
- B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers 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 and waiver must be documented by the department/division awarding the contract.
- 2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
- 3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
- 4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
- 5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.
- 6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.
- C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements 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. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the MWBE and SBE requirements established for that contract in accordance with this chapter and the Program Regulations.

- B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:
- 1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.
- 2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.
- 3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

- 4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.
- C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:
- 1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.
- a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.
- b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.
- 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. 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 MWBE or SBE 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 MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, 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 MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE 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 MWBEs or SBEs, 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 MWBEs or SBEs, and shall include the right of the City to inspect such records.

(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 MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified 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)

#### **1.07.100 Enforcement.**

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

- 1. Forfeit the contractor's bid bond and/or performance bond;
- 2. Publish notice of the contractor's noncompliance;
- 3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
- 4. Withhold funds due contractor until compliance is achieved; and/or
- 5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;
- B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.
- C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

### City of Tacoma

Equity In Contracting Program Regulations

#### City of Tacoma Equity In Contracting Regulations Manual

Introduction	3
Goals/Requirements on Contracts	3
A. Requirements	3
Contract Compliance	3
A. Benefits	3
B. Requirements	3
C. Key Performance Indicators	4
Waivers	4
A. Benefits	4
B. Requirements	4
C. Compliance	5
D. Key Performance Indicators	5
Version History	5
Current Version	5
Previous Version(s)	5

#### Introduction

This document serves as the administrative manual for the Equity in Contracting policy that is described in Tacoma Municipal Code (TMC) Chapter 1.07.040(B). The manual will explain how compliance, monitoring, oversight, requirement-making, bid incentives, and enforcement actions will be administered. The document will be regularly updated. For any questions related to this document, please contact the Equity in Contracting (EIC) office at (253)591-5075 or SBEOffice@cityoftacoma.org.

#### Goals/Requirements on Contracts

#### A. Requirements

- 1. Public Work
  - a. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise (SBE) requirements are placed on all Public Work projects.
    - i. MBE, WBE, and SBE requirements are **mandatory**. As such, any bidder that does not meet any requirement shall be considered non-responsive by the Equity in Contracting office.
      - ii. If a bidder wishes to request a waiver, they must identify the request on the Equity in Contracting Waiver Request Form complete with the reason(s) why.
        - 1. Waiver types are listed under the "Waivers" section B.

Contractors are also subject to the City's ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the Equity in Contracting Office at 253-591-5075 for assistance. The list of City of Tacoma SBE subcontractors is available at

https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505. The list of MBE, WBE, and SBE certified firms from the Washington State Office of Minority and Women Owned Business Enterprises (OMWBE) can be found at: https://omwbe.diversitycompliance.com/

All SBE goals may be met by using DBE's or SBE's from the OMWBE list or the City of Tacoma SBE list. Please contact the Equity in Contracting Office for questions or to verify a firms status.

#### **Contract Compliance**

#### A. Benefits

The City of Tacoma must monitor compliance for all contracts that have requirements related to Equity in Contracting policies. Adequate monitoring allows the City to audit ongoing contracts for compliance, make necessary changes to the Equity in Contracting Regulations Manual based on real data, and to proactively monitor any possible discrimination on City of Tacoma-funded contracts.

#### B. Requirements

- 1. All contracts that have requirements related to the Equity in Contracting policy must utilize two cloud-based software solutions:
  - a. "B2GNow" for prime-contractor and sub-contractor payment compliance.
  - b. "LCP Tracker" for certified payroll compliance.
- 2. To access both systems, please use the following link: https://cityoftacoma.sbecompliance.com/?TN=cityoftacoma

3. For support using these software solutions, please contact the Equity in Contracting office at (253)591-5075.

#### C. Key Performance Indicators

- 1. B2GNow
  - a. Ethnicity and Gender Summary
    - i. Subcontractors Only
    - ii. With Primes
  - b. Prompt Payment Analysis
  - c. Prime Contractor Performance on Active Contracts
  - d. Contract Awards Summarized by Department
- 2. LCP Tracker
  - a. Apprentice Hours
    - i. By Trade
    - ii. By Contractor
  - b. Employment By Area
    - i. Zip Code
    - ii. Council Districts
  - c. Employment By Ethnicity

#### Waivers

#### A. Benefits

There are times where the City may desire to waive a requirement from a contract. The following waivers, also identified in the Purchasing Policy Manual, give the City flexibility to waive requirements when the situation makes sense for it.

#### B. Requirements

- 1. Emergency
  - a. Must be documented and requested by the department/division awarding the contract.
- 2. Not Practicable
  - a. Must be documented and requested by the department/division awarding the contract.
- 3. Sole Source
  - a. Must be confirmed by the Finance Purchasing Manager.
  - b. Preliminary check to be made by Equity in Contracting division explicitly for potential MBEs, WBEs, and SBEs.
- 4. Government Purchasing
  - a. Must be confirmed by the Finance Purchasing Manager.
- 5. Lack of Certified Contractors
  - a. Must be documented and confirmed by the Equity in Contracting division.
  - b. The division will look up the available contractors by scope of work from the OMWBE roster and/or WEBS.
  - c. The list produced by this research shall be documented with other files for the contract in question.
  - d. If there are not more than 3 available contractors, there will not be a requirement placed on the contract for that scope of work.
- 6. Best Interests of the City
  - a. Must be documented and requested by the department/division awarding the contract.

#### C. Compliance

- 1. Waiver requests may be initiated by the contractor or the department owner.
  - a. When initiated by the contractor, the "Application for EIC Requirement Waiver" must be submitted to the EIC office.
    - i. The application will be reviewed by the office, and a determination will be made.
  - b. When initiated by the department owner, a request must be made in writing to the EIC office.
- 2. The waivers will be reviewed in accordance with 1.07.060(C).

#### D. Key Performance Indicators

- 1. Total quantity of Waivers
  - a. By type number
  - b. Type 5 will also need to document the NAICS code referenced.

#### **Version History**

The version history is marked by day.month.year.version nomenclature. A higher version number denotes a more recent version. For example, a 1.1.2020.1 version would denote the first version made in January 1<sup>st</sup> of 2020. A 1.1.2020.3 version would denote the third version made on January 1<sup>st</sup> of 2020. When referencing a specific contract, be sure to note that the version of the administrative manual matches that which was in the bid specifications.

Current Version 3.11.2020.1

Previous Version(s) 2.21.2020.1



Community & Economic Development Office of Equity in Contracting 747 Market Street, Rm 900 Tacoma WA 98402 City of Tacoma 253-591-5075

# **EQUITY IN CONTRACTING UTILIZATION FORM**

TED BID.	
the EVALUATED BID.	
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This informati	
ed a contract.	
will be award	
suppliers that	
rs or material	
the EIC contracto	eded.
nent <b>only</b> the l	be used if ne
n is to docun	nal forms may
nis forr	ddition

- Prime contractors are encouraged to solicit bids from EIC approved firms. Be sure to include this form with your bid submittal in order to receive EIC credit.
- It is the prime contractor's responsibility to check the certification status of EIC contractors prior to the submittal deadline.

Bidder's Name:							
Address:			City/State/Zip:				
Spec. No Base Bid * \$_	\$		Complete company names and phone numbers are required to verify your EIC usage.	mes and phone numbe	ers are required to	verify your EIC u	sage.
a. Company Name and Telephone Number	b. c. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	%	k. SBE Util	SBE Utilization %			

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

Signature of Responsible Officer

Type or Print Name of Responsible Officer / Title

## INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253-591-5075 for additional information.

#### CITY OF TACOMA FINANCE/PURCHASING DIVISION

#### SPECIAL NOTICE TO BIDDERS

**Equity in Contracting – EIC** 

Equity in Contracting (EIC) forms and attachments must be fully and accurately completed and returned at the time of Bids. Failure to do so may result in the proposal being considered nonresponsive. These forms will be used to determine if the firm complies with Tacoma Municipal Code Chapter 1.07 and State Law.

Vendors for public works and improvement-type projects are required to be inclusive of Minority Owned Business Enterprises, Women-Owned Business Enterprises, and Small Business Enterprises. The criteria for determining whether inclusion has been made are set forth in the City's EIC regulations. Venders are also subject to the City's EIC ordinance and regulations pertaining to having an Equal Employment Opportunity policy prohibiting discrimination. Bids will be evaluated on an individual basis to determine compliance with this section. The EIC Utilization Form, when required, should accompany your submittal. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

Either the firm submitting the bid or the firms they plan to subcontract with, if qualified, may meet the percent requirements listed on the EIC Requirement Form.

Bidders unable to meet the percent requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations.

FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.

It is the bidder's responsibility to insure that their firm (if EIC-eligible) and/or eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises 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.

All SBE goals may be met by using DBEs or SBEs from the OMWBE list or the City of Tacoma SBE list.

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

www.cityoftacoma.org/sbe

<u>www.omwbe.diversitycompliance.com</u> – From this list, be sure check for certified MBE, WBE, MWBE, and SBE companies located in Pierce, King, Lewis, Mason, and Grays Harbor counties.

\*After December 31, 2020, the list of EIC eligible firms may only be accessed at www.omwbe.diversitycompliance.com

#### **Application for Waiver of EIC Requirements**

Section 1: Basic Information						
Contractor's Name:			EIC Requir	remen	its	
Street Address:			MBE %	WB	E %	SBE %
City, State, ZIP Code:						
Contact E-mail Address:				ı		
Contact Telephone No.:						
Section 2: Type of EIC Waiver	Requested					
MBE Waiver: □ Total	☐ Partial	If partial waiver, ple revised MBE perce		е		
WBE Waiver: □ Total	☐ Partial	If partial waiver, ple revised WBE perce		е		
SBE Waiver: □ Total	□ Partial	If partial waiver, ple revised SBE percer	ase enter th	е		
Please explain the reason for th	e waiver reques		·g		l .	
Section 3: Supporting Docum	entation					
Provide the following documents		ce of your efforts to m	eet the EIC	requir	ement	s set forth
in the contract and in support of	your waiver ap	plication:		·		
☐ Attachment A. List of the go	eneral circulatio	n, trade and MWBE/S	SBE-oriented	d publ	ication	s and
dates of publications soliciting for	or certified MWE	BE/SBE participation	as a subcon	tracto	r/suppl	lier and
copies of such solicitation.  Attachment B. List of the compared to the compar	ortified MM/PE	VCREs appearing in t	ha Stata of N	Machi	naton (	Office of
Minority and Women Business I						
Provide proof of dates or copies						
MWBEs/SBEs. Describe the spe						
selected.						
□ Attachment C. Descriptions						
certified MWBEs/SBEs by the c						
the scope of work for the purpos						
Attachment D. Description of the negotiations between the contractor and certified MWBEs/SBEs for the purposes of complying with the EIC requirements of this contract.						
Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by the						
contractor, if any, scheduled by the City of Tacoma with certified MWBEs/SBEs whom the City of						
Tacoma determined were capable of fulfilling the EIC requirements set in the contract.					,	
□ Attachment F. Other inform						
Section 4: Signature and Con	tract Information	on				
By signing and submitting this for	orm, the contrac	ctor or department cer	rtifies that a	good	faith ef	fort has
been made to promote MWBE/S						
contract. Failure to submit comp non-responsibility, non-responsi						ompliance,
Prepared by (signature): Name and title of preparer (pr	int):			-410		
	-,					

#### Instructions for Completing and Submitting an Application for a Waiver of EIC Requirements

Section 1.07 of the Tacoma Municipal Code requires the City to set requirements for participation by Minority and Women-owned Business Enterprises (MWBE) and/or Small Business Enterprise (SBE) on many types of contracts. Prior to the contract award, separate goals are established for MBE, WBE, and SBE utilization, expressed as a percentage of payments made under the contract. The regulations allow the City to impose penalties if contractors fail to meet the requirements established for the contract and also allow the City to grant waivers of requirements, either prior to a contract award or after the award has been made, provided the contractor demonstrates an inability to solicit participation despite good faith efforts to that end. In order for a waiver to be granted, the contractor must submit a completed "Application for Waiver of EIC Requirements" form, along with the required supporting documentation.

#### Section 1: Basic Information

Enter the contractor's name, address, federal identification number, and the contract number in the spaces provided. Enter the MBE, WBE, and SBE utilization goals set forth in the solicitation or assigned contract.

#### **Section 2: Type of Waiver Request**

Check the type(s) of waiver requested. You may request a total or partial waiver of the EIC requirements. If you request a partial waiver any requirement, enter the revised goal for participation in the box provided. Use the space provided to provide a rationale for your waiver request. Consult the EIC Regulations Manual for the acceptable reasons waivers may be provided. You may attach additional sheets, if necessary.

#### **Section 3: Supporting Documentation**

Extensive documentation is required to demonstrate good faith efforts to comply with the EIC requirements. See the form for details on the required documentation.

#### **Section 4: Signature and Contact Information**

The waiver application must be signed by someone authorized to discuss the waiver with the Equity in Contracting office and Procurement. By signing the waiver application, the contractor certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of non-compliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.

Note: Unless total waivers for all three of the MBE, WBE, and SBE participation have been granted, the contractor is required to submit all reports and documents – including compliance reports – pursuant to the provisions set forth in the contract, to evidence compliance with the requirements.

#### PART VI

LOCAL EMPLOYMENT

AND

APPRENTICESHIP

TRAINING PROGRAM (LEAP)

REGULATIONS

FOR

PUBLIC WORKS CONTRACTS

## LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

#### **LEAP REQUIREMENTS & PROCEDURES:**

The LEAP office enforces post-award mandatory requirements. Bidders <u>do not</u> have to submit any information in the bid submittal package to be in compliance with LEAP.

#### Post-award Submittals:

- <u>Prime Contractor LEAP Utilization Plan</u> This form is to be completed and presented at the Pre-Construction Meeting.
- <u>LEAP Employee Verification Form</u> This form is to be completed for every qualifying LEAP employee.
- <u>LEAP Weekly Payroll Report</u> This form is to be completed and submitted with each certified payroll.

The forms above, LEAP Program Requirements, community empowerment zone maps, and all related LEAP documents can be accessed on the City of Tacoma LEAP website by navigating to LEAP Forms at the following link: <a href="http://cityoftacoma.org/leap">http://cityoftacoma.org/leap</a>.

The City of Tacoma's LEAP office enforces two mandatory goals on City projects above certain monetary thresholds.

The Local Employment Utilization Goal requires the Prime Contractor performing a qualifying public works project 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 Areas of the Tacoma Public Utilities Service Area.

The Apprentice Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

\*Exceptions: If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is above \$1 million and is thusly subject to the:

- 1. 15% Local Employment Utilization Goal
- 2. 15% Apprentice Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5826. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, WA 98402.



## PRIME CONTRACTOR LEAP UTILIZATION PLAN

Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

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Contractor:				Date:	
Specification Number:	0)	Contract/Work Order Number(s):		Contract Dollar Amount:	
Project Description:			Notes:		
PART B PLA	PLANNED LEAP HOURS*				
Trade or Craft	City of Tacoma Resident	Economic Distressed Area Resident	Tacoma Public Utilities Service Area	WA State Apprentice *(Contracts outside of	
	-		Apprentice Resident	TPU Service Area Only)	
	hrs.	. hrs.	hrs.	hrs.	
	hrs.	. hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Rejected
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
Totals					
					TOTAL hrs.

Provide a description of how the Contractor plans to ensure that the LEAP Utilization Goals on the project will be met. (Use additional sheets if necessary) Part C

### Part A

Contractor/Contract Information Section: The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

## Part B

Planned LEAP Hours Section: This section should be completed by the Prime Contractor. The information required in Part B is described below.

**Trade or Craft:** Indicate the Trade or Craft being used.

**LEAP Employee Categories:** Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, City of Tacoma Apprentice, Youth, or Veteran, Pierce County Apprentice, Youth, or

For Watershed Projects: King County Apprentice - Approved by Washington State and/or Seattle Renewal Community (CEZ) Resident.

For Hydro Projects: Area Residents (residing in either Pierce County or the County where the work is performed: Lewis, Mason, Grays Harbor or Thurston County), Tacoma Community Empowerment Zone Resident, City of Tacoma Residents.

**Totals:** Total the number of hours in each of the six (6) columns.

Total Planned LEAP Utilization Hours: This is the total number of hours planned on this project to satisfy the LEAP Utilization Goal.

## Part C

Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Goal on this project. Provide a summary of your outreach Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Goal: This section is to be completed by the and recruitment procedures to hire LEAP Qualified Employees to work on this project.



City of Tacoma LEAP Office 747 Market Street, Room 808 Tacoma, WA 98402 (253) 591-5826 fax (253) 591-5232 www.cityoftacoma.org/leap

#### **LEAP APPRENTICE VERIFICATION FORM**

Contractor/Sub:	Specification Number:	
Project Description:		
	☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other	
Gender (optional): ☐ MALE ☐ FEMAL	LE	
Complete Physical Address (No PO Boxes):_		
City: State: Zip:	Telephone: Date of Hire:	
Apprenticeship County: Appre	entice Registration I.D. (if applicable):	
Age: Copy of DD-214:		
*******Please fill out entire form for tracking LEAP performance******		
LEAP qualified Apprentice categories: (check all tha	at apply <u>and</u> provide evidence for each check)	
a. WA State Approved Apprentice living in Tag	coma Public Utilities Service Area	
b. WA State Approved Apprentice *(Only valid County)	id for contracts where 100% of work is performed outside of Pierce	
Signature of Employee:	Date:	
	Date:	

#### LEAP APPRENTICE VERIFICATION FORM

#### To be Completed by Contractor or Subcontractor

Please attach a legible copy of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Pierce County residency and apprentice status, youth status, or veteran status. For Youth - Copy of Birth Certificate or WA State ID or WA Driver's License (projects advertised after 05-20-13) For Veterans – Copy of DD-214(Projects advertised after 05-20-13) Driver's License with current address Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address Copy of current tax form W-4 Rental Agreement/Lease (residential) Computer Printout From Other Government Agencies **Property Tax Records** Apprentice Registration I.D. Food Stamp Award Letter Housing Authority Verification Insurance Policy (Residence/Auto) \*Any of the above must have a complete physical address verified by the www.govme.org website. No PO Boxes Contractor Representative: Date:

Title:

#### Chapter 1.90

#### LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Purpose.
Scope.
Definitions.
LEAP goals.
Repealed.
Effect of program on prime contractor/subcontractor relationship.
Apprentice utilization requirements – Bidding and contractual documents.
Enforcement.
Compliance with applicable law.
Review and reporting.
Authority
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.
- <u>F.</u> "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 Economically Distressed ZIP Codes within the Tacoma Public Utilities Service Area, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- U. "Service Area Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.
- V. "Service Area Water" or "Water Service Area" shall mean that area served with retail sales by the Water Utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the Water Utility.

- W. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."
- X. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.
- Y. "Tacoma Public Utilities 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.
- Z. 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.

AA. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.

(Ord. 28147 Ex. B; passed May 7, 2013: Ord. 28110 Ex. C; passed Dec. 4, 2012: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 1; passed Jun. 21, 2005: Ord. 26698 § 1; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.040** LEAP goals.

A. Utilization Goals.

- 1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.
- a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.
- 2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).
- 3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.
- 4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

- B. Failure to Meet Utilization Goal.
- 1. Contracts for the construction of Building projects or Civil Projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

- 2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).
- C. LEAP Reports. Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

#### D. LEAP Goal Adjustments.

- 1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.
- a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.
- b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.
- 2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.
- 3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.
- E. Utilization Electrical Projects Outside Electrical Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the

Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

- F. Utilization Water Projects Outside Water Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Water Utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.
- G. Utilization –Projects Outside Tacoma Public Utilities Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.
- H. Emergency. This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- I. Conflict with State or Federal Requirements. If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 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 Good faith efforts. Repealed by Ord. 27368.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

# 1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works or Improvement contract.

(Ord. 26698 § 4; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

# 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.080** Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

- B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.
- C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.
- D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

### 1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.105 **Authority.**

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

# 1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

# **Economically Distressed ZIP Codes**

Zip Code	200% Pov	Unemployed	25+ College	Area
98002		Υ	Υ	Auburn
98030	Υ	Υ		Kent
98032	Υ	Υ		Kent
98198	Υ	Υ		Seattle
98304	Υ	Υ	Υ	Ashford
98323		Υ	Υ	Carbonado
98330	Υ		Υ	Elbe
98336	Υ		Υ	Glenoma
98355	Υ	Υ	Υ	Mineral
98356	Υ	Υ	Υ	Morton
98377		Υ	Υ	Randle
98385		Υ	Υ	South Prairie
98424	Υ	Υ		Fife
98433		Υ	Υ	JBLM
98439	Υ	Υ		Lakewood
98444	Υ	Υ	Υ	Parkland
98467	Υ	Υ		University Place
98499	Υ	Υ		Lakewood
98520	Υ	Υ		Aberdeen
98528	Υ		Υ	Belfair
98548	Υ	Υ	Υ	Hoodsport
98564	Υ		Υ	Mosssyrock
98575		Y	Υ	Quinault
98580		Υ	Υ	Roy
98584	Υ	Y		Shelton
98597	Υ	Υ		Yelm
98925	Υ	Υ	Υ	Easton

<sup>&</sup>quot;200% Pov" = People at or below 200% of the federal poverty line. (69<sup>th</sup> percentile) "Unemployed" = Unemployment rate (45<sup>th</sup> percentile)

<sup>&</sup>quot;25+ College" = People at or above 25 years old without a college degree. (75<sup>th</sup> percentile)

# **Tacoma Public Utility Service Area**

98001	Auburn	
98002	Auburn	
98003	Federal Way	
98010	Black Diamond	
98022	Enumclaw	
98023	Federal Way	
98030	Kent	
98032	Kent	
98038	Maple Valley	
98042	Kent	
98045	North Bend	
98051	Ravensdale	
98070	Vashon	
98092	Auburn	
98198	Seattle	
98304	Ashford	
98321	Buckley	
98323	Carbonado	
98327	DuPont	
98328	Eatonville	
98329	Gig Harbor	
98330	Elbe	
98332	Gig Harbor	
98333	Fox Island	
98335	Gig Harbor	
98336	Glenoma	
98338	Graham	
98349	Lakebay	
98354	Milton	
98355	Mineral	

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South
00207	Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood
30-33	Lakevvood

98443	Tacoma	
98444	Tacoma	
98445	Tacoma	
98446	Tacoma	
98447	PLU	
98465	Tacoma	
98466	Tacoma	
98467	University Place	
98498	Lakewood	
98499	Lakewood	
98520	Aberdeen	
98524	Allyn	
98528	Belfair	
98533	Cinebar	
98546	Grapeview	
98548	Hoodsport	
98555	Lilliwaup	
98563	Montesano	
98564	Mossyrock	
98575	Quinault	
98580	Roy	
98582	Salkum	
98584	Shelton	
98585	Silver Creek	
98591	Toledo	
98592	Union	
98597	Yelm	
98925	Easton	

# PART VII STATE PREVAILING WAGE RATES

# PREVAILING WAGE RATES

This project requires prevailing wages under chapter 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 DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under <u>39.12 RCW</u> that provided work and materials for the Contract:

- A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number <u>F700-029-000</u>. The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
- A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number <u>F700-007-000</u>. The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.