



City of Tacoma  
Environmental Services Department

# **SPECIFICATION NO. ES20-0149F**

**Wastewater Sewer  
Replacement Project - Various  
Areas:**

**(Grace Missionary Baptist  
Church, 305 S Tacoma Way,  
Yakima Ave Alley, Seashore  
Dr., Melrose & Oakes Alley, S  
27th St Alley)**

**Project No. ENV-04023-19**

**CITY OF TACOMA**



**ENVIRONMENTAL SERVICES DEPARTMENT**

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

**SPECIFICATION NO.  
ES20-0149F**

**Wastewater Sewer Replacement Project - Various Areas:  
(Grace Missionary Baptist Church, 305 S Tacoma Way,  
Yakima Ave Alley, Seashore Dr., Melrose & Oakes Alley,  
S 27th St Alley)**

**PROJECT NO. ENV-04023-19**



Nathan Mozer, P.E.  
KPG, P.S.

2502 Jefferson Avenue  
Tacoma, Washington 98403



SPECIFICATION NO. ES20-0149F

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City of Tacoma  
Environmental Services Department

**REQUEST FOR BIDS ES20-0149F**  
**Wastewater Sewer Replacement Project – Various Areas:**  
**(Grace Missionary Baptist Church, 305 S Tacoma Way, Yakima Ave**  
**Alley, Seashore Dr, Melrose & Oakes Alley, and S 27<sup>th</sup> St Alley)**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 20, 2021**

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

**By Email:**

[bids@cityoftacoma.org](mailto: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 [via this link](#) 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 [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

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

**Pre-Proposal Meeting:** A pre-proposal meeting will be held via conference call at 10:00 A.M. PST, April 12, 2021. The phone number is 1 (888) 850-4523 and the access code is 544766. This conference call will answer questions regarding the Equity in Contracting Program (EIC) 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 constructing approximately 2,150 linear feet of 8-inch diameter sewer main, including sewer laterals and cleanouts, and restoration. This work shall be conducted at multiple locations throughout the City of Tacoma.

**Estimate:** \$1.15 Million to \$1.65 Million

**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 [www.cityoftacoma.org/employmentstandards](http://www.cityoftacoma.org/employmentstandards).



**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 [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), 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](mailto:dklaaskate@cityoftacoma.org).

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



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



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. Vendors 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.

A list of EIC-certified companies is available on the following web site address: [www.omwbe.diversitycompliance.com](http://www.omwbe.diversitycompliance.com) – From this list, be sure check for certified MBE, WBE, MWBE, and SBE companies located in Pierce, King, Lewis, Mason, and Grays Harbor counties.





## **SPECIAL REMINDER TO ALL BIDDERS**

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

7. EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

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

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 III 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.

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

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

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

**LEAP Goals:**

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or 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 in-state percentage bidding preference is subject application of a comparable percentage disadvantage.

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

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

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



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

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

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

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

### **C. SUBCONTRACTOR RESPONSIBILITY**

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
  - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
  - b. Have a current Washington Unified Business Identifier (UBI) number;
  - c. If applicable, have:
    - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    - b. A Washington Employment Security Department number, as required in Title 50 RCW;
    - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    - d. An electrical contractor license, if required by Chapter 19.28 RCW;
    - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).





## **II. CITY OF TACOMA**

### **A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:**

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

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

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

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



## **B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE**

## **C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

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

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

## **D. DETERMINATION OF BIDDER RESPONSIBILITY**

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



## **PART I**

### **BIDPROPOSAL AND CONTRACT FORMS**



## **BID PROPOSAL**

Specification No. ES20-0149F

**WW Sewer Replacement in Various Areas**  
**(Grace Missionary Baptist Church, 305 S Tacoma Way, Yakima Ave Alley,**  
**Seashore Dr., Melrose & Oakes Alley, S 27th St Alley)**

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. ENV-04023-19 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
WW1		1		
1-05	Project Redline Drawings	LS	<u>LUMP SUM</u>	<u>\$</u>
SP				
WW2		1		
1-07	SPCC Plan	LS	<u>LUMP SUM</u>	<u>\$</u>
SP				
WW3		1		
1-09	Mobilization	LS	<u>LUMP SUM</u>	<u>\$</u>
SS				
WW4		1		
1-10	Project Temporary Traffic Control	LS	<u>LUMP SUM</u>	<u>\$</u>
SP				
WW5		60		
1-10	Uniformed Police Officer for Traffic Control	HR	<u>\$</u>	<u>\$</u>
SP				
WW6		1		
2-02	Removal of Structures and Obstructions	LS	<u>LUMP SUM</u>	<u>\$</u>
SP				
WW7		950		
2-03	Roadway Excavation Incl. Haul	CY	<u>\$</u>	<u>\$</u>
SS				
WW8		2,490		
2-09	Structure Excavation Class B	CY	<u>\$</u>	<u>\$</u>
SP				
WW9		17,100		
2-09	Shoring or Extra Excavation Class B	SF	<u>\$</u>	<u>\$</u>
SS				
WW10		910		
2-14	Remove Existing Pavement, Type II Class A4	SY	<u>\$</u>	<u>\$</u>
SP				
WW11		310		
2-14	Remove Existing Pavement, Type II Class A8	SY	<u>\$</u>	<u>\$</u>
SP				
WW12		230		
2-14	Remove Existing Pavement, Type II Class C6	SY	<u>\$</u>	<u>\$</u>
SP				

Contractor's Name: \_\_\_\_\_

Specification No. ES20-0149F





<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
WW13		1,180		
2-14	Remove Existing Pavement, Type II Class C12	SY	\$	\$
SP				
WW14		200		
2-14	Remove Existing Pavement, Type II Class CA	SY	\$	\$
SP				
WW15		330		
2-15	Remove Curb and Gutter	LF	\$	\$
SP				
WW16		1		
2-16	Remove Catch Basin	EA	\$	\$
SP				
WW17		8		
2-16	Remove Manhole	EA	\$	\$
SP				
WW18		730		
4-04	Crushed Surfacing Top Course	TN	\$	\$
SP				
WW19		330		
4-04	Crushed Surfacing Base Course	TN	\$	\$
SS				
WW20		20		
4-04	Recycled Concrete Aggregate	TN	\$	\$
SP				
WW21		340		
5-04	HMA Cl. 1/2 In. PG 58H-22	TN	\$	\$
SP				
WW22		70		
5-04	Cold Plant Mix for Temporary Pavement Patch	TN	\$	\$
SP				
WW23		1,120		
5-05	Cement Conc. Pavement, 8-Inch Section	SY	\$	\$
SP				
WW24		30		
5-06	Cement Conc. Pavement, 10-Inch Section	SY	\$	\$
SP				
WW25		10		
7-05	Manhole 48 In. Diam. Type 1	EA	\$	\$
SP				
WW26		1		
7-05	Manhole 48 In. Diam. Type 3	EA	\$	\$
SP				
WW27		1		
7-05	Catch Basin Type 1	EA	\$	\$
SP				
WW28		3		
7-05	Connect New Sewer Pipe 8-In. Diam. to Existing Structure	EA	\$	\$
SP				
WW29		3		
7-05	Reconnect Existing Sewer Pipe, 6-In. Diam., to New Structure	EA	\$	\$
SP				
WW30		4		
7-05	Reconnect Existing Sewer Pipe, 8-In. Diam., to New Structure	EA	\$	\$
SP				
WW31		2		
7-05	Reconnect Existing Sewer Pipe, 12-In. Diam., to New Structure	EA	\$	\$
SP				

Contractor's Name: \_\_\_\_\_

Specification No. ES20-0149F



<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
WW32		4		
7-05	Adjust Existing Manhole, Furnish New Frame and Cover	EA	\$	\$
SS				
WW33		1		
7-05	Adjust Existing Cleanout to Grade	EA	\$	\$
SP				
WW34		1		
7-05	Adjust Existing Valve Chamber to Grade	EA	\$	\$
SP				
WW35		1		
7-05	Adjust Existing Gas Valve to Grade	EA	\$	\$
SP				
WW36		1		
7-05	Adjust Existing Water Meter Box to Grade	EA	\$	\$
SP				
WW37		1		
7-05	Adjust Catch Basin	EA	\$	\$
SS				
WW38		1		
7-05	Adjust Manhole	EA	\$	\$
SS				
WW39		5		
7-08	CDF for Pipe Abandonment	EA	\$	\$
SP				
WW40		1		
7-08	Temporary Wastewater Sewer Bypass	LS	LUMP SUM	\$
SP				
WW41		1		
7-08	Temporary Wastewater Sewer Bypass Plan	LS	LUMP SUM	\$
SP				
WW42		8		
7-08	Underground Utility Potholing	EA	\$	\$
SP				
WW43		1,660		
7-17	Removal and Replacement of Unsuitable Material	CY	\$	\$
SP				
WW44		40		
7-17	Ductile Iron Storm Sewer Pipe 8 In. Diam.	LF	\$	\$
SP				
WW45		2,160		
7-17	PVC Sewer Pipe 8 In. Diam.	LF	\$	\$
SP				
WW46		558		
7-18	PVC Sewer Pipe 6 In. Diam.	LF	\$	\$
SP				
WW47		249		
7-18	C900 PVC Sewer Pipe 6 In. Diam.	LF	\$	\$
SP				
WW48		64		
7-19	Sewer Cleanout	EA	\$	\$
SP				
WW49		1		
8-01	Stormwater Pollution Prevention Plan (SWPPP)	LS	LUMP SUM	\$
SP				
WW50		1		
8-01	NPDES Construction Stormwater General Permit	LS	LUMP SUM	\$
SP				

Contractor's Name: \_\_\_\_\_

Specification No. ES20-0149F



<b>ITEM NO.</b>	<b>ITEM DESCRIPTION</b>	<b>ESTIMATED QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL AMOUNT</b>
WW51		1		
8-01	Erosion/Water Pollution Control	FA	\$10,000.00	\$ 10,000.00
SS				
WW52		24		
8-01	Inlet Protection	EA	\$	\$
SS				
WW53		40		
8-01	Street Cleaning	HR	\$	\$
SS				
WW54		1		
8-02	Landscape Restoration	FA	\$8,500.00	\$ 8,500.00
SP				
WW55		340		
8-04	Cement Conc. Traffic Curb and Gutter	LF	\$	\$
SS				
WW56		620		
8-04	Type "C" Mountable Cement Conc. Curb and Gutter	LF	\$	\$
SP				
WW57		319		
8-06	Commercial Cement Conc. Alley/Driveway Entrance, 3-Day	SY	\$	\$
SP				
WW58		30		
8-06	Residential Cement Conc. Driveway Entrance, 3-Day	SY	\$	\$
SP				
WW59		53		
8-14	Cement Conc. Sidewalk	SY	\$	\$
SP				
WW60		1		
8-22	Pavement Markings	LS	LUMP SUM	\$
SP				
<b>Base Bid (Subtotal Items No. WW1 - WW60)</b>			\$	
<b>10.2% Sales Tax (Items No. WW1 - WW60)</b>			\$	



## SIGNATURE PAGE

### **CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT**

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 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. ES20-0149F  
Wastewater Sewer Replacement Project – Various Areas:  
(Grace Missionary Baptist Church, 305 S Tacoma Way, Yakima Ave Alley, Seashore Dr.,  
Melrose & Oakes Alley, S 27<sup>th</sup> St Alley)**

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

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

#### **Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
E-Mail Address

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

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

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

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***





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

SIGN HERE \_\_\_\_\_

---

---

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

---

\_\_\_\_\_, 20\_\_\_\_\_

Received return of deposit in the sum of \$ \_\_\_\_\_

\_\_\_\_\_





City of Tacoma

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date ( April 6, 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 ☐

Joint Venture ☐

Corporation ☐

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

\_\_\_\_\_

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

\_\_\_\_\_

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



Specification No. \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## State Responsibility and Reciprocal Bid Preference Information

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

Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Current Washington Unified Business Identifier  
(UBI) Number:

Number: \_\_\_\_\_

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

☐ Yes      ☐ No  
☐ Not Applicable

Washington Employment Security Department Number

Number: \_\_\_\_\_

☐ Not Applicable

Washington Department of Revenue state excise tax  
Registration number:

Number: \_\_\_\_\_

☐ Not Applicable

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

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

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

☐ Yes      ☐ No

If incorporated, in what state were you incorporated?

State: \_\_\_\_\_ ☐ Not Incorporated

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

State: \_\_\_\_\_

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

☐ Yes      ☐ No



# List of Subcontractor Categories of Work

Project Name \_\_\_\_\_

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

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

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name. If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Subcontractor Name \_\_\_\_\_  
Work to be Performed \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_







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

## EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the EIC contractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

- 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.

Company Name and Telephone Number	a.	b.	c.	d.	e.	f.	g.	h.
		MBE, WBE, or SBE (Write all that apply)	NAICS code(s)	Contractor Bid Amount (100%)	Material Supplier Bid Amount (20%)	Estimated MBE Usage Dollar Amount	Estimated WBE Usage Dollar Amount	Estimated SBE Usage Dollar Amount
i. MBE Utilization %		j. WBE Utilization %		k. 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.

Type or Print Name of Responsible Officer / Title \_\_\_\_\_ Signature of Responsible Officer \_\_\_\_\_ Date \_\_\_\_\_



# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

1. \* Base Bid is the prime contractor's bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Items #10-12 below.
2. Column "a" – List all EIC companies that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)
4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.
5. 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.
6. 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.
8. 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.
9. 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.
11. Block "i" – The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = 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 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.)



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.



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

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 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.

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.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_





## PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

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

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

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

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

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

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

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

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





## PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of

\$ \_\_\_\_\_, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_



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

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

SAMPLE





## GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_



## **PART II**

### **SPECIAL PROVISIONS**



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1  
2 **INTRODUCTION**

3 **(\*\*\*\*\*)**  
4

5 The following special provisions shall be used in conjunction with the "2020 Standard  
6 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for  
7 Road, Bridge, and Municipal Construction" as prepared by the Washington State  
8 Department of Transportation (WSDOT). State Standard Specifications are available  
9 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may  
10 be downloaded, free of charge, from this location on the WSDOT home page:  
11 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>  
12

13 These Special Provisions are made up of both General Special Provisions (GSPs) from  
14 various sources, which may have project-specific fill-ins; and project-specific Special  
15 Provisions. Each Provision either supplements, modifies, or replaces the comparable  
16 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or  
17 addition to any subsection or portion of the Standard Specifications is meant to pertain  
18 only to that particular portion of the section, and in no way should it be interpreted that the  
19 balance of the section does not apply.  
20

21 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its  
22 source, as follows:  
23

24 *(May 18, 2007 APWA GSP)*  
25 *(August 7, 2006 WSDOT GSP)*  
26 *(April 2, 2007 Tacoma GSP)*  
27

28 The project specific Special Provisions are labeled under the headers of each Special  
29 Provision as follows:  
30

31 **(\*\*\*\*\*)**  
32

33 Due to the COVID-19 pandemic, a pre-proposal meeting will be held via conference  
34 call at 10:00 A.M. PST, April 12, 2021. The phone number is 1 (888) 850-4523 and  
35 the access code is 544766. This conference call will answer questions regarding the  
36 Equity in Contracting Program (EIC) and Local Employment and Apprenticeship  
37 Training Program (LEAP) requirements included in the Contract. Prospective bidders  
38 are urged to call in.  
39

40 **DESCRIPTION OF WORK**

41 **(\*\*\*\*\*)**  
42

43 This Contract shall generally consist of constructing approximately 2,150 linear feet of 8-  
44 inch diameter sewer main, including sewer laterals and cleanouts and restoration. This  
45 work shall be conducted at multiple locations throughout the City of Tacoma.  
46

47 **END OF SECTION**  
48

1 **1-01 DEFINITIONS AND TERMS**

2  
3 **1-01.3 Definitions**  
4 **(January 4, 2016 APWA GSP)**

5  
6 *Delete the heading Completion Dates and the three paragraphs that follow it, and replace*  
7 *them with the following:*

8  
9 **Dates**

10 **Bid Opening Date**

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

12  
13 **Award Date**

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

16  
17 **Contract Execution Date**

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

19  
20 **Notice to Proceed Date**

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

22  
23 **Substantial Completion Date**

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

29  
30 **Physical Completion Date**

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

34  
35 **Completion Date**

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

40  
41 **Final Acceptance Date**

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

43  
44 *Supplement this Section with the following:*

45  
46 All references in the Standard Specifications, Amendments, or WSDOT General  
47 Special Provisions, to the terms "Department of Transportation", "Washington State  
48 Transportation Commission", "Commission", "Secretary of Transportation",  
49 "Secretary", "Headquarters", and "State Treasurer" shall be revised to read  
50 "Contracting Agency".  
51



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

5  
6 All references to "State Materials Laboratory" shall be revised to read "Contracting  
7 Agency designated location".

8  
9 All references to "final contract voucher certification" shall be interpreted to mean the  
10 Contracting Agency form(s) by which final payment is authorized, and final completion  
11 and acceptance granted.

12  
13 **Additive**

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

17  
18 **Alternate**

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

22  
23 **Business Day**

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

26  
27 **Contract Bond**

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

31  
32 **Contract Documents**

33 See definition for "Contract".

34  
35 **Contract Time**

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

38  
39 **Notice of Award**

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

42  
43 **Notice to Proceed**

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

47  
48 **Traffic**

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

1 *This section is supplemented with the following:*  
2 **(April 15, 2020 Tacoma GSP)**

3  
4 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.

5  
6 All references in the Standard Specifications to the term “Proposal Bond” shall be  
7 revised to read “Bid Bond.”

8  
9 **Base Bid**

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

13  
14 **Calendar Day**

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

17  
18 **Change Order**

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

23  
24 **Day**

25 Unless otherwise specified, a calendar day.

26  
27 **Deductive**

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

31  
32 **Grand Total Price**

33 The Grand Total Price of the Contract will include the Base Bid, Additives, Alternates,  
34 Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-  
35 07.2.

36  
37 **Standard Specifications**

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

40  
41 **END OF SECTION**  
42  
43  
44

1 **1-02 BID PROCEDURES AND CONDITIONS**

2  
3 **1-02.1 Prequalification of Bidders**

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

5  
6 **1-02.1 Qualifications of Bidder**  
7 **(January 24, 2011 APWA GSP)**

8  
9 Before award of a public works contract, a bidder must meet at least the minimum  
10 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and  
11 qualified to be awarded a public works project.

12  
13 **1-02.2 Plans and Specifications**  
14 **(June 27, 2011 APWA GSP)**

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

16  
17 Information as to where Bid Documents can be obtained or reviewed can be found in  
18 the Call for Bids (Advertisement for Bids) for the work.

19  
20 After award of the contract, plans and specifications will be issued to the Contractor at  
21 no cost as detailed below:

22

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.

23  
24 Additional plans and Contract Provisions may be obtained by the Contractor from the  
25 source stated in the Call for Bids, at the Contractor's own expense.

26  
27 **1-02.4(1) General**  
28 **(August 15, 2016 APWA GSP Option B)**

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

30  
31 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,  
32 shall request the explanation or interpretation in writing by close of business 6  
33 business days preceding the bid opening to allow a written reply to reach all  
34 prospective Bidders before the submission of their Bids.

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

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

4  
5 The Proposal Form will identify the project and its location and describe the work. It  
6 will also list estimated quantities, units of measurement, the items of work, and the  
7 materials to be furnished at the unit bid prices. The bidder shall complete spaces on  
8 the proposal form that call for, but are not limited to, unit prices; extensions;  
9 summations; the total bid amount; signatures; date; and, where applicable, retail sales  
10 taxes and acknowledgment of addenda; the bidder's name, address, telephone  
11 number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a  
12 State of Washington Contractor's Registration Number; and a Business License  
13 Number, if applicable. Bids shall be completed by typing or shall be printed in ink by  
14 hand, preferably in black ink. The required certifications are included as part of the  
15 Proposal Form.

16  
17 The Contracting Agency reserves the right to arrange the proposal forms with  
18 alternates and additives, if such be to the advantage of the Contracting Agency. The  
19 bidder shall bid on all alternates and additives set forth in the Proposal Form unless  
20 otherwise specified.

21  
22 **1-02.6 Preparation of Proposal**  
23 **(July 11, 2018 APWA GSP)**

24 *Supplement the second paragraph with the following:*

- 25  
26 4. If a minimum bid amount has been established for any item, the unit or lump  
27 sum price must equal or exceed the minimum amount stated.  
28 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be  
29 initialed by the signer of the bid.  
30

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

32  
33 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use  
34 any Subcontractor to perform those items of work.

35  
36 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law  
37 Compliance form, provided by the Contracting Agency. Failure to return this  
38 certification as part of the Bid Proposal package will make this Bid Nonresponsive and  
39 ineligible for Award. A Contractor Certification of Wage Law Compliance form is  
40 included in the Proposal Forms.

41  
42 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any  
43 manner.

44  
45 A bid by a corporation shall be executed in the corporate name, by the president or a  
46 vice president (or other corporate officer accompanied by evidence of authority to  
47 sign).

48  
49 A bid by a partnership shall be executed in the partnership name, and signed by a  
50 partner. A copy of the partnership agreement shall be submitted with the Bid Form if  
51 any UDBE requirements are to be satisfied through such an agreement.

1  
2 A bid by a joint venture shall be executed in the joint venture name and signed by a  
3 member of the joint venture. A copy of the joint venture agreement shall be submitted  
4 with the Bid Form if any UDBE requirements are to be satisfied through such an  
5 agreement.  
6

7 *The fourth paragraph is revised to read:*  
8 **(April 15, 2020 Tacoma GSP)**  
9

10 The bidder shall submit the following completed forms:  
11 City of Tacoma – Equity in Contracting Utilization Form  
12

13 **1-02.7 Bid Deposit**  
14 **(April 1, 2012 Tacoma GSP)**

15 *Delete this section and replace it with the following:*  
16

17 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit  
18 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any  
19 proposal bond shall be on a form acceptable to the Contracting Agency and shall be  
20 signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any  
21 way to modify the minimum 5 percent required. The Surety shall: (1) be registered with  
22 the Washington State Insurance Commissioner, and (2) appear on the current  
23 Authorized Insurance List in the State of Washington published by the Office of the  
24 Insurance Commissioner.  
25

26 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid  
27 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.  
28

29 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be  
30 followed. No variations from the language thereof will be accepted.  
31

32 If submitting your bid electronically, a scanned version of the original bid bond must  
33 accompany your electronic bid submittal. The original bid bond shall be sent to the  
34 Contracting Agency and postmarked no later than the day of bid opening. Original bid  
35 bonds will be delivered to:  
36

37 **City of Tacoma Procurement & Payables Division**  
38 **Tacoma Public Utilities**  
39 **P.O. Box 11007**  
40 **Tacoma, WA 98411-0007**  
41

42 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit  
43

44 **1-02.9 Delivery of Proposal**  
45 **(\*\*\*\*\*)**

46 *Delete this section and replace it with the following:*  
47

48 Each Proposal shall be submitted to the City electronically via email to  
49 bids@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted on  
50 the subject line of the email, or as otherwise required in the Bid Documents, to ensure  
51 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:

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- Good Faith Effort (GFE) Documentation
- UDBE Bid Item Breakdown (WSDOT 272-054)
- UDBE 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](mailto: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" (UDBE 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 (March 16, 2016 Tacoma GSP)**

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](mailto:bids@cityoftacoma.org), and
2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

The Bidder's written request to revise or supplement a Bid Proposal must be accompanied by the revised or supplemented package in its entirety. If the Bidder

1 does not submit a revised or supplemented package, then its bid shall be considered  
2 withdrawn.

3  
4 Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
5 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or  
6 faxed requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.  
7

8 **1-02.12 Public Opening of Proposals**  
9 **(\*\*\*\*\*)**

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

11  
12 NOTICE: City of Tacoma Public Bid Openings are cancelled until further notice.  
13 Preliminary and final bid results are posted at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).  
14

15 **1-02.13 Irregular Proposals**  
16 **(October 18, 2013 Tacoma GSP)**

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

- 18  
19 1. A proposal will be considered irregular and will be rejected if:  
20 a. The Bidder is not prequalified when so required;  
21 b. The authorized proposal form furnished by the Contracting Agency is  
22 not used or is altered;  
23 c. The completed proposal form contains any unauthorized additions,  
24 deletions, alternate Bids, or conditions;  
25 d. The Bidder adds provisions reserving the right to reject or accept the  
26 award, or enter into the Contract;  
27 e. A price per unit cannot be determined from the Bid Proposal;  
28 f. The Proposal form is not properly executed;  
29 g. The Bidder fails to submit or properly complete a Subcontractor list, if  
30 applicable, as required in Section 1-02.6;  
31 h. The bidder fails to submit or properly complete the EIC forms as  
32 required in Section 1-02.6;  
33 i. The Bid Proposal does not constitute a definite and unqualified offer to  
34 meet the material terms of the Bid invitation; or  
35 j. More than one proposal is submitted for the same project from a Bidder  
36 under the same or different names.  
37 2. A Proposal may be considered irregular and may be reject if:  
38 a. The Proposal does not include a unit price for every Bid item;  
39 b. Any of the unit prices are excessively unbalanced (either above or  
40 below the amount of a reasonable Bid) to the potential detriment of the  
41 Contracting Agency;  
42 c. Receipt of Addenda is not acknowledged;  
43 d. A member of a joint venture or partnership and the joint venture or  
44 partnership submit Proposals for the same project (in such an instance,  
45 both Bids may be rejected); or  
46 e. If Proposal form entries are not made in ink.  
47  
48



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

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

A Bidder will be deemed not responsible if:

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



1  
2 If the Contracting Agency determines the Bidder does not meet the bidder  
3 responsibility criteria above and is therefore not a responsible Bidder, the Contracting  
4 Agency shall notify the Bidder in writing, with the reasons for its determination. If the  
5 Bidder disagrees with this determination, it may appeal the determination within 24  
6 hours of receipt of the Contracting Agency's determination by presenting its appeal to  
7 the Contracting Agency. The Contracting Agency will consider the appeal before  
8 issuing its final determination. If the final determination affirms that the Bidder is not  
9 responsible, the Contracting Agency will not execute a contract with any other Bidder  
10 until at least two business days after the Bidder determined to be not responsible has  
11 received the final determination.  
12

### 13 **1-02.15 Pre-Award Information** 14 **(August 14, 2013 APWA GSP)**

15 *Revise this section to read:*  
16

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

- 19 1. A complete statement of the origin, composition, and manufacture of any or all  
20 materials to be used,
- 21 2. Samples of these materials for quality and fitness tests,
- 22 3. A progress schedule (in a form the Contracting Agency requires) showing the  
23 order of and time required for the various phases of the work,
- 24 4. A breakdown of costs assigned to any bid item,
- 25 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 26 6. Obtain, and furnish a copy of, a business license to do business in the city or  
27 county where the work is located.
- 28 7. Any other information or action taken that is deemed necessary to ensure that  
29 the bidder is the lowest responsible bidder.  
30

### 31 **END OF SECTION**

## 32 33 **1-03 AWARD AND EXECUTION OF CONTRACT**

### 34 35 **1-03.1 Consideration of Bids** 36 **(January 23, 2006 APWA GSP)**

37 *Revise the first paragraph to read:*  
38

39 After opening and reading proposals, the Contracting Agency will check them for  
40 correctness of extensions of the prices per unit and the total price. If a discrepancy  
41 exists between the price per unit and the extended amount of any bid item, the price  
42 per unit will control. If a minimum bid amount has been established for any item and  
43 the bidder's unit or lump sum price is less than the minimum specified amount, the  
44 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum  
45 specified amount and recalculate the extension. The total of extensions, corrected  
46 where necessary, including sales taxes where applicable and such additives and/or  
47 alternates as selected by the Contracting Agency, will be used by the Contracting  
48 Agency for award purposes and to fix the Awarded Contract Price amount and the  
49 amount of the contract bond.  
50

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

3  
4 All references to 45 calendar days shall be revised to read 60 calendar days.

5  
6 **1-03.3 Execution of Contract**  
7 **(October 1, 2005 APWA GSP)**

8 *Revise this section to read:*

9  
10 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
11 available for signature by the successful bidder on the first business day following  
12 award. The number of copies to be executed by the Contractor will be determined by  
13 the Contracting Agency.

14  
15 Within 10 calendar days after the award date, the successful bidder shall return the  
16 signed Contracting Agency-prepared contract, an insurance certification as required  
17 by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4.  
18 Before execution of the contract by the Contracting Agency, the successful bidder shall  
19 provide any pre-award information the Contracting Agency may require under Section  
20 1-02.15.

21  
22 Until the Contracting Agency executes a contract, no proposal shall bind the  
23 Contracting Agency nor shall any work begin within the project limits or within  
24 Contracting Agency-furnished sites. The Contractor shall bear all risks for any work  
25 begun outside such areas and for any materials ordered before the contract is  
26 executed by the Contracting Agency.

27  
28 If the bidder experiences circumstances beyond their control that prevents return of  
29 the contract documents within the calendar days after the award date stated above,  
30 the Contracting Agency may grant up to a maximum of 10 additional calendar days for  
31 return of the documents, provided the Contracting Agency deems the circumstances  
32 warrant it.

33  
34 **1-03.4 Contract Bond**  
35 **(July 23, 2015 APWA GSP)**

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

37  
38 The successful bidder shall provide executed payment and performance bond(s) for  
39 the full contract amount. The bond may be a combined payment and performance  
40 bond; or be separate payment and performance bonds. In the case of separate  
41 payment and performance bonds, each shall be for the full contract amount. The  
42 bond(s) shall:

- 43 1. Be on Contracting Agency-furnished form(s);  
44 2. Be signed by an approved surety (or sureties) that:  
45 a. Is registered with the Washington State Insurance Commissioner, and  
46 b. Appears on the current Authorized Insurance List in the State of Washington  
47 published by the Office of the Insurance Commissioner,  
48 3. Guarantee that the Contractor will perform and comply with all obligations, duties,  
49 and conditions under the Contract, including but not limited to the duty and

obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:

- a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
  - b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
  5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
  6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

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

*The first sentence is revised to read:*

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

### **END OF SECTION**

#### **1-04 SCOPE OF THE WORK**

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

*Revise the second paragraph to read:*

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

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

1  
2 **1-04.4 Changes**

3 **(\*\*\*\*\*)**

4 *Revise the fifth paragraph to read:*

5  
6 For item 2, if the actual quantity of any item, exclusive of added or deleted amounts  
7 included in agreed change orders, increases or decreases by more than 25 percent  
8 from the original Plan quantity, the unit Contract prices for that item may be adjusted  
9 in accordance with Section 1-04.6; provided that, the un-adjusted unit Contract price  
10 shall apply to any Work completed prior to the Contractor receiving a written change  
11 order approved by the Engineer, or an oral order from the Engineer before actually  
12 receiving the written change order.

13  
14 **1-04.6 Variation in Estimated Quantities**

15 **(\*\*\*\*\*)**

16 *This section is supplemented with the following:*

17  
18 The quantities for "Cold Plant Mix for Temporary Pavement Patch", "CDF for Pipe  
19 Abandonment", "Underground Utility Potholing", "C900 PVC Sewer Pipe 6 In. Diam.",  
20 and "Street Cleaning" have been entered into the Proposal only to provide a common  
21 proposal for bidders. Actual quantities will be determined in the field as the work  
22 progresses, and will be paid at the original bid price, regardless of final quantity. These  
23 bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

24  
25 **(July 23, 2015 APWA GSP, Option B; may not be used on FHWA-funded projects)**

26 *Revise the first paragraph to read:*

27  
28 Payment to the Contractor will be made only for the actual quantities of Work  
29 performed and accepted in conformance with the Contract. When the accepted  
30 quantity of Work performed under a unit item varies from the original Proposal quantity,  
31 payment will be at the unit Contract price for all Work unless the total accepted quantity  
32 of any Contract item, adjusted to exclude added or deleted amounts included in  
33 change orders accepted by both parties, increases or decreases by more than 25  
34 percent from the original Proposal quantity, and if the total extended bid price for that  
35 item at time of award is equal to or greater than 10 percent of the total contract price  
36 at time of award. In that case, payment for contract work may be adjusted as described  
37 herein:

38  
39 **END OF SECTION**  
40  
41  
42  
43

## 1-05 CONTROL OF WORK

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

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

#### 1-05.3 Submittals

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

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

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

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

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

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

#### 1-05.3(1) Submittal Schedule

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

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

The Engineer's review will be completed as quickly as possible but may require up to ten (10) working days from the date the submittals or resubmittals are received until

they are sent to the Contractor. If more than ten (10) working days are required for the Engineer's review of any individual submittal or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.

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

Contractor submittals shall be in accordance with the following:

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

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

Each submittal shall indicate the following:

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

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

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

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

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

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

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



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

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

#### **1-05.3(4) Resubmittals**

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

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

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

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

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

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

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

<b>Section</b>	<b>Description</b>
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan

2-07.3(1)	Hydrant Permit
2-09.3(4)	Engineered Shoring Design for Depths Over 20 Feet
4-04	Crushed Surfacing Top Course
4-04	Crushed Surfacing Base Course
5-04	Asphalt Mix Design Certification
5-05	Concrete Mix Design
5-05	Jointing Plan
7-05	Manholes
7-05	Castings
7-05	Kor-N-Seal Connector
7-05	Catch Basins
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Wastewater Sewer Bypass Plan
7-08.3(6)	Pipe Abandonment Plan
7-08.3(6)	CDF Mix Design
7-17	Pipe materials
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-01	NPDES Permit Transfer of Coverage
8-02	Topsoil
8-02	Seed Mix
8-02	Bark Mulch
8-02	Fertilizer

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

B. Format:

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

1. Prints: Organize Red Line Drawings into manageable sets. Include identification on cover sheets.
2. Identify cover sheets as follows:
  - Specification No.
  - Project Name
  - Date
  - "PROJECT RED LINE DRAWINGS"
  - Name of Engineer
  - Name of Contractor
3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings and submit, on a CD-R, in pdf format.

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

1 **1-05.3(8) Clarifications**

2  
3 Clarifications of the Contract intent shall be submitted via a Request for Information  
4 (RFI) using e-Builder® as described in Section 1-05.19 of the Special Provisions. The  
5 Contractor shall provide a clear and concise clarification question, specific project  
6 document reference such as plan detail number or specification number, proposed  
7 solution to the clarification question, and provide any supporting documentation  
8 necessary to understand the clarification question.  
9

10 Request for Information responses provided by the Contracting Agency shall be  
11 incorporated into the Project Red-Line Drawings, if resulting in a change to the  
12 Contract Plans.  
13

14 Request for Information responses provided by the Contracting Agency shall not be  
15 construed to be a change to the Contract Documents.  
16

17 **1-05.4 Conformity With and Deviations from Plans and Stakes**

18 *Supplement this section with the following:*  
19

20 **1-05.4(1) Roadway and Utility Surveys**  
21 **(July 23, 2015 APWA GSP, Option 1)**  
22

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

- 26 1. Slope stakes for establishing grading;  
27 2. Curb grade stakes;  
28 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and  
29 4. Offset points to establish line and grade for underground utilities such as water,  
30 sewers, and storm drains.  
31

32 On alley construction projects with minor grade changes, the Engineer shall provide  
33 only offset hubs on one side of the alley to establish the alignment and grade.  
34

35 **1-05.7 Removal of Defective and Unauthorized Work**  
36 **(October 1, 2005 APWA GSP)**

37 *Supplement this section with the following:*  
38

39 If the Contractor fails to remedy defective or unauthorized work within the time  
40 specified in a written notice from the Engineer, or fails to perform any part of the work  
41 required by the Contract Documents, the Engineer may correct and remedy such work  
42 as may be identified in the written notice, with Contracting Agency forces or by such  
43 other means as the Contracting Agency may deem necessary.  
44

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

1  
2 Direct or indirect costs incurred by the Contracting Agency attributable to correcting  
3 and remedying defective or unauthorized work, or work the Contractor failed or refused  
4 to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer  
5 from monies due, or to become due, the Contractor. Such direct and indirect costs  
6 shall include in particular, but without limitation, compensation for additional  
7 professional services required, and costs for repair and replacement of work of others  
8 destroyed or damaged by correction, removal, or replacement of the Contractor's  
9 unauthorized work.

10  
11 No adjustment in Contract time or compensation will be allowed because of the delay  
12 in the performance of the work attributable to the exercise of the Contracting Agency's  
13 rights provided by this Section.

14  
15 The rights exercised under the provisions of this section shall not diminish the  
16 Contracting Agency's right to pursue any other avenue for additional remedy or  
17 damages with respect to the Contractor's failure to perform the work as required.

18  
19 **1-05.11 Final Inspection**

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

21  
22 **1-05.11 Final Inspections and Operational Testing**  
23 **(October 1, 2005 APWA GSP)**

24  
25 **1-05.11(1) Substantial Completion Date**

26  
27 When the Contractor considers the work to be substantially complete, the Contractor  
28 shall so notify the Engineer and request the Engineer establish the Substantial  
29 Completion Date. The Contractor's request shall list the specific items of work that  
30 remain to be completed in order to reach physical completion. The Engineer will  
31 schedule an inspection of the work with the Contractor to determine the status of  
32 completion. The Engineer may also establish the Substantial Completion Date  
33 unilaterally.

34  
35 If, after this inspection, the Engineer concurs with the Contractor that the work is  
36 substantially complete and ready for its intended use, the Engineer, by written notice  
37 to the Contractor, will set the Substantial Completion Date. If, after this inspection the  
38 Engineer does not consider the work substantially complete and ready for its intended  
39 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
40 therefore.

41  
42 Upon receipt of written notice concurring in or denying substantial completion,  
43 whichever is applicable, the Contractor shall pursue vigorously, diligently and without  
44 unauthorized interruption, the work necessary to reach Substantial and Physical  
45 Completion. The Contractor shall provide the Engineer with a revised schedule  
46 indicating when the Contractor expects to reach substantial and physical completion  
47 of the work.

48  
49 The above process shall be repeated until the Engineer establishes the Substantial  
50 Completion Date and the Contractor considers the work physically complete and ready  
51 for final inspection.

1  
2 **1-05.11(2) Final Inspection and Physical Completion Date**  
3

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

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

19 The Contractor will not be allowed an extension of contract time because of a delay in  
20 the performance of the work attributable to the exercise of the Engineer's right  
21 hereunder.  
22

23 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
24 Contracting Agency, in writing, of the date upon which the work was considered  
25 physically complete. That date shall constitute the Physical Completion Date of the  
26 Contract, but shall not imply acceptance of the work or that all the obligations of the  
27 Contractor under the contract have been fulfilled.  
28

29 **1-05.11(3) Operational Testing**  
30

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

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

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

*Add the following new section:*

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

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

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

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

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

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

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

*Revise the second paragraph to read:*

All correspondence from the Contractor shall be directed to the Project Engineer. 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.

1 *Add the following new section:*

2  
3 **1-05.16 Water and Power**  
4 **(October 1, 2005 APWA GSP)**

5  
6 The Contractor shall make necessary arrangements, and shall bear the costs for  
7 power and water necessary for the performance of the work, unless the Contract  
8 includes power and water as a pay item.  
9

10 *Add the following new section:*

11  
12 **1-05.19 Project Management Communications**  
13 **(March 16, 2018 Tacoma GSP)**

14  
15 **1-05.19(1) Summary**

16  
17 The Contractor shall use the Internet web-based project management  
18 communications tool, e-Builder® ASP software, and protocols included in that  
19 software during this project. The use of project management communications as  
20 herein described does not replace or change any contractual responsibilities of the  
21 participants.  
22

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

25 Nothing in this specification or the subsequent communications supersedes the  
26 parties' obligations and rights for copyright or document ownership as established by  
27 the Contract Documents. The use of CAD files, processes, or design information  
28 distributed in this system is intended only for the project specified herein.  
29

30 **1-05.19(2) Training & Support**

31  
32 A group training session scheduled by the Contracting Agency will be provided for the  
33 Contractor at a City of Tacoma training facility. The training session duration is  
34 generally 4 hours. The Contractor's e-Builder® users are required to attend the  
35 scheduled training sessions that they are assigned to. Requests for specific scheduled  
36 classes will be on a first come first served basis by availability.  
37

38 **1-05.19(3) Authorized Users**

39  
40 Access to the web site will be by individuals who are licensed users.

- 41  
42 1. The City will provide the Contractor with up to four licensed user accounts for the  
43 duration of the project. The sharing of user accounts is prohibited.  
44 2. Additional licensed user accounts may be purchased from e-Builder®.  
45 3. Authorized users will be contacted via e-mail with a temporary user password. The  
46 user shall update the required information at their first log-in and be responsible  
47 for proper password protection.  
48 4. Only entities with a direct Contract with the Contracting Agency will be allowed to  
49 be an authorized user.  
50



#### 1-05.19(4) Communications

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

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

#### 1-05.19(5) Record Keeping

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

2. The Contracting Agency, their representatives, and the Contractor reserve the right to reply or respond through e-Builder® to documents actually received in paper document form.
3. The following are examples of paper documents which may require an original signature:
  - a. Contract
  - b. Change Orders
  - c. Application & Certificates for Payment
  - d. Force Account and Protested Force Account forms

#### **1-05.19(6) Minimum Equipment Requirements**

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

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

#### **END OF SECTION**

### **1-06 CONTROL OF MATERIAL**

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

*The first sentence is revised to read:*

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

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

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

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



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

2 *This section is revised in its entirety to read:*

3  
4 QPL's are not accepted by the City.

5  
6 **1-06.1(2) Request for Approval of Material (RAM)**

7 *This section is deleted in its entirety:*

8  
9 **END OF SECTION**

10  
11 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

12  
13 **1-07.1 Laws to be Observed**

14 **(October 1, 2005 APWA GSP)**

15 *Supplement this section with the following:*

16  
17 In cases of conflict between different safety regulations, the more stringent regulation  
18 shall apply.

19  
20 The Washington State Department of Labor and Industries shall be the sole and  
21 paramount administrative agency responsible for the administration of the provisions  
22 of the Washington Industrial Safety and Health Act of 1973 (WISHA).

23  
24 The Contractor shall maintain at the project site office, or other well-known place at  
25 the project site, all articles necessary for providing first aid to the injured. The  
26 Contractor shall establish, publish, and make known to all employees, procedures for  
27 ensuring immediate removal to a hospital, or doctor's care, persons, including  
28 employees, who may have been injured on the project site. Employees should not be  
29 permitted to work on the project site before the Contractor has established and made  
30 known procedures for removal of injured persons to a hospital or a doctor's care.

31  
32 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy  
33 of the Contractor's plant, appliances, and methods, and for any damage or injury  
34 resulting from their failure, or improper maintenance, use, or operation. The  
35 Contractor shall be solely and completely responsible for the conditions of the project  
36 site, including safety for all persons and property in the performance of the work. This  
37 requirement shall apply continuously, and not be limited to normal working hours. The  
38 required or implied duty of the Engineer to conduct construction review of the  
39 Contractor's performance does not, and shall not, be intended to include review and  
40 adequacy of the Contractor's safety measures in, on, or near the project site.

41  
42 **1-07.2 State Taxes**

43 **(January 6, 2015 TACOMA GSP)**

44 *Supplement this section with the following:*

45  
46 Washington State Department of Revenue Rules 170 and 171 shall apply as shown  
47 in the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard  
48 Specifications for Road, Bridge, and Municipal Construction.

1 **1-07.9 Wages**

2  
3 **1-07.9(5) Required Documents**  
4 **(March 1, 2004 Tacoma GSP)**

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

6  
7 Weekly certified payrolls shall be submitted for the Contractor and all lower tier  
8 subcontractors or agents.

9  
10 This section is supplemented with the following:

11  
12 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit  
13 dollar amount paid to each employee for each employee classification.

14  
15 Where fringe benefits are paid into approved plans, funds, or programs, the amount of  
16 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified  
17 Payroll Affirmation form.

18  
19 **1-07.15 Temporary Water Pollution/Erosion Control**  
20 **(March 23, 2010 Tacoma GSP)**

21 *This section is supplemented with the following:*

22  
23 Stormwater or dewatering water that has come in contact with concrete rubble,  
24 concrete pours, or cement treated soils shall be maintained to pH 8.5 or less before it  
25 is allowed to enter waters of the State or the City stormwater system. If pH exceeds  
26 8.5, the Contractor shall immediately discontinue work and initiate treatment according  
27 to the plan to lower the pH. Work may resume, with treatment, once the pH of the  
28 stormwater is 8.5 or less or it can be demonstrated that the runoff will not reach surface  
29 waters or the City stormwater system.

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

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

3 *This section is revised to read:*  
4

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

10  
11 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and  
12 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures  
13 Manual (M 31-11). Occupational safety and health requirements that may pertain to  
14 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and  
15 WAC 296-843.

16  
17 **Implementation Requirements**

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

24  
25 If hazardous materials are encountered or spilled during construction, the Contractor  
26 shall do everything possible to control and contain the material until appropriate  
27 measures can be taken. The Contractor shall supply and maintain spill response kits  
28 of appropriate size within close proximity to hazardous materials and equipment.

29  
30 The Contractor shall implement the spill prevention measures identified in the SPCC  
31 Plan before performing any of the following:

- 32  
33 1. Placing materials or equipment in staging or storage areas.  
34 2. Refueling, washing, or maintaining equipment.  
35  
36 3. Stockpiling contaminated materials.  
37

38 **SPCC Plan Element Requirements**

39 The SPCC Plan shall set forth the following information in the following order:  
40

41 1. Responsible Personnel

42 Identify the name(s), title(s), and contact information, including a 24/7 emergency  
43 contact number, for the personnel responsible for implementing and updating the  
44 plan, including all spill responders.  
45

46 2. Spill Reporting

47 List the names and telephone numbers of the Federal, State, and local agencies  
48 the Contractor shall notify in the event of a spill. The City of Tacoma contact will  
49 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the  
50 City Source Control Spill Response number at 253.502.2222.  
51

1       3. Project and Site Information

2       Describe the following items:

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

8

9       Potential Spill Sources

10       Describe each of the following for all potentially hazardous materials brought or

11       generated on-site (including materials used for equipment operation, refueling,

12       maintenance, or cleaning):

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

23

24       4. Pre-Existing Contamination

25       Describe any pre-existing contamination and contaminant sources (such as buried

26       pipes or tanks) in the project area that are described in the Contract documents.

27       Identify equipment and work practices that will be used to prevent the release of

28       contamination.

29

30       5. Spill Prevention and Response Training

31       Describe how and when all personnel (including refueling Contractors and

32       Subcontractors) will be trained in spill prevention, containment, and response in

33       accordance with the Plan. Describe how and when all spill responders will be

34       trained in accordance with WAC 296-824.

35

36       6. Spill Prevention

37       Describe the following items:

- 38
- 39       A. Spill response kit contents and location(s).
- 40       B. Security measures for potential spill sources.
- 41       C. Secondary containment practices and structures for all containers to handle
- 42           the maximum volume of potential spill of hazardous materials.
- 43       D. Methods used to prevent stormwater from contacting hazardous materials.
- 44       E. Site inspection procedures and frequency.
- 45       F. Equipment and structure maintenance practices.
- 46       G. Daily inspection and cleanup procedures that ensure all equipment used below
- 47           the ordinary high water line is free of all external petroleum-based products.
- 48       H. Refueling procedures for equipment that cannot be moved from below the
- 49           ordinary high water line.
- 50
- 51

1 7. Spill Response

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

7  
8 Response procedures shall be outlined in the Spill Response section and shall  
9 include notification to the City of Tacoma Wastewater Treatment Plant Operations  
10 number at 253.591.5595 and the City Source Control Spill Response number at  
11 253.502.2222.

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

21  
22 If the Contractor will use a Subcontractor for spill response, provide contact  
23 information for the Subcontractor under item 1 (above), identify when the  
24 Subcontractor will be used, and describe actions the Contractor shall take while  
25 waiting for the Subcontractor to respond.

26  
27 8. Project Site Map

28 Provide a map showing the following items:

- 29  
30 A. Site location and boundaries.  
31 B. Site access roads.  
32 C. Drainage pathways from the site.  
33 D. Nearby waterways and sensitive areas.  
34 E. Hazardous materials, equipment, and decontamination areas identified in 4,  
35 above.  
36 F. Pre-existing contamination or contaminant sources described in 5, above.  
37 G. Spill prevention and response equipment described in 7 and 8, above.  
38

39 9. Spill Report Forms

40 Provide a copy of the spill report form(s) that the Contractor will use in the event  
41 of a release or spill.  
42

43 **Payment**

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

46  
47 "SPCC Plan," lump sum.  
48

49 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor  
50 shall receive 50-percent of the lump sum Contract price for the plan.  
51

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

3  
4 The lump sum payment for "SPCC Plan" shall be full pay for:

- 5  
6 1. All costs associated with creating the accepted SPCC Plan.  
7  
8 2. All costs associated with providing and maintaining the on-site spill prevention  
9 equipment described in the accepted SPCC Plan.  
10  
11 3. All costs associated with providing and maintaining the on-site standby spill  
12 response equipment and materials described in the accepted SPCC Plan.  
13  
14 4. All costs associated with implementing the spill prevention measures identified in  
15 the accepted SPCC Plan.  
16  
17 5. All costs associated with updating the SPCC Plan as required by this Specification.  
18

19 As to other costs associated with releases or spills, the Contractor may request  
20 payment as provided for in the Contract. No payment shall be made if the release or  
21 spill was caused by or resulted from the Contractor's operations, negligence, or  
22 omissions.  
23

## 24 **1-07.16 Protection and Restoration of Property**

### 25 26 **1-07.16(1) Private/Public Property** 27 **(January 13, 2011 Tacoma GSP)**

28 *This section is supplemented with the following:*  
29

30 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall  
31 not occur unless approved by the Engineer. All stockpile sites shall be restored to as  
32 good or better condition.  
33

34 The Contractor shall contact all property owners and tenants in the vicinity of this  
35 project, via newsletter/mailling, a minimum of one (1) week prior to start of construction.  
36 The Contractor shall submit a draft of the property owner notification prior to  
37 posting/mailling.  
38

39 The newsletter/mailling shall advise the owners and tenants of the construction  
40 schedule and indicate the Contractor's name, contact person, and telephone numbers.  
41

42 **(\*\*\*\*\*)**

43 *Supplement this section with the following:*  
44

45 Contractor shall be required to notify each property owner prior to impacting private  
46 improvements (whether on private or public right of way), a minimum of 7 working days  
47 prior to start of removal of private improvements.  
48  
49



1 **1-07.17 Utilities and Similar Facilities**

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

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

4  
5 Public and private utilities or their Contractors will furnish all work necessary to adjust,  
6 relocate, replace, or construct their facilities unless otherwise provided for in the Plans  
7 or these Special Provisions. Such adjustment, relocations, replacement, or  
8 construction will be done within the time for performance of this project. The  
9 Contractor shall coordinate their work with such adjustment, relocation, or replacement  
10 of utility work. This may require the Contractor to phase their work in a manner that  
11 will allow for the utility work.

12  
13 The Contractor shall coordinate their work with all utilities and other organizations,  
14 which have to adjust or revise their facilities within the project area. These may  
15 include, but are not limited to:

- 16  
17 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229  
18 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317  
19 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287  
20 • CLICK! Network, Contact: Regina Collier, phone: (253) 502-8869  
21 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790  
22 OR Amber Uhls, Gas, phone: (253) 476-6137  
23 • Lumen, Contact: Joe Parker, phone: (253) 315-3326  
24 • Lumen, [relocations@lumen.com](mailto:relocations@lumen.com)  
25 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955  
26 • AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425)  
27 896-9830  
28 • Level 3 Communications, [Level3NetworkRelocations@Level3.com](mailto:Level3NetworkRelocations@Level3.com)  
29 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**  
30 • Verizon, Contact: David Lacombe, phone: (206) 305-5366  
31 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123  
32

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

41  
42 Garbage, recycling, and yard waste pick up within the projects limits is on:

- 43 • Grace Missionary Baptist Church: Wednesdays  
44 • 305 South Tacoma Way: Tuesdays  
45 • Yakima Ave Alley: Thursdays  
46 • S Seashore Dr Alley: Mondays  
47 • Melrose & Oakes Alley: Fridays  
48 • S I St Alley: Tuesdays  
49  
50

1 (\*\*\*\*\*)

2 *Supplement this section with the following:*

3  
4 Digging in close proximity to existing utility poles will require coordination with City of  
5 Tacoma Department of Public Utilities. There are multiple locations where the sewer  
6 excavation work may be within ten (10) feet of a utility pole owned by Tacoma Power.

7  
8 The Contractor shall contact Tacoma Power at (253) 502-8044 at least 2 weeks in  
9 advance of any construction activity to coordinate an onsite visit with a TPU field  
10 coordinator. Conflict resolution at each pole location will be determined during the site  
11 visit. If it is determined that digging may place the pole's integrity in danger, the field  
12 coordinator will develop a mitigation plan. The mitigation plan may include an onsite  
13 inspector and / or using Tacoma Power equipment to hold the pole in place during the  
14 excavation work. The Contractor will not be charged for Tacoma Power staff and  
15 equipment necessary to hold the poles. The City of Tacoma Environmental Services  
16 Department will cover all costs associated with pole support necessary by Tacoma  
17 Power.

18  
19 Contractor shall be responsible for coordinating and scheduling with utility providers  
20 to either hold or temporarily disconnect/reconnect overhead utility drops that will  
21 interfere with trenching operations. All coordination with City of Tacoma and affected  
22 utility providers shall be considered incidental to the project and will not be measured  
23 for payment.

24  
25 Contractor shall be aware that excavation for public utilities will be in close proximity  
26 to existing underground private utilities, and at times existing private utilities run  
27 parallel to trenching required for this project. Contractor shall be responsible for  
28 determining the locations of all existing private utilities and coordinating with utility  
29 providers to hold/secure their utilities in the event private utilities are uncovered during  
30 excavation required for this project.

31  
32 **1-07.18 Public Liability and Property Damage Insurance**

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

34  
35 **1-07.18 Insurance**

36 (\*\*\*\*\*)

37  
38 During the course and performance of the services herein specified, the contractor will  
39 maintain the insurance coverage in the amounts and in the manner specified in the  
40 City of Tacoma Insurance Requirements as is applicable to the services and  
41 deliverables provided under this contract. The City of Tacoma Insurance  
42 Requirements document is fully incorporated herein by reference.

43  
44 Failure by the Contracting Agency to identify a deficiency in the insurance  
45 documentation provided by the Contractor or failure of the Contracting Agency to  
46 demand verification of coverage or compliance by the Contractor with these insurance  
47 requirements shall not be construed as a waiver of the Contractor's obligation to  
48 maintain such insurance.



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

2  
3 **1-07.23(1) Construction Under Traffic**  
4 **(May 2, 2017 APWA GSP)**

5  
6 *Revise the third sentence of the second paragraph to read:*

7  
8 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if  
9 approved by the Contracting Agency activating pedestrian recall timing or other  
10 accommodation may be allowed during construction.

11  
12 **(\*\*\*\*\*)**

13 *This section is supplemented with the following:*

14  
15 The following special traffic requirements shall be adhered to during all phases of  
16 construction:

17  
18 South Walters Road\*, 6th Avenue\*, Oakes Street, South 7th Street^, South 9th Street\*,  
19 South 14th Street, Melrose Street, South 18th Street, South 19th Street\*, South 25th  
20 Street\*, South 27th Street, South G Street^, Yakima Avenue\*, A Street^, South 80th  
21 Street^, South 82nd Street^, and South Tacoma Way\* shall remain fully open to  
22 vehicular and pedestrian traffic at all times.

23  
24 **EXCEPTION:**

- 25
- 26 • Alleys may be closed during construction/restoration but should allow for  
27 access from one end or the other if practicable. If the alley provides exclusive  
28 access to properties with no other access means, then any proposed closure  
29 of the alley (or situation in which property access is restricted and/or at least  
30 10 feet of the alleyway cannot be maintained as passable) must be coordinated  
31 with the affected property owners (and City services who might use the alley)  
32 at least 10 calendar days in advance to determine an acceptable  
33 date/time/duration for the work. Closures for a given alley shall not extend  
34 across intersecting roadways nor include sequential segments of alley at the  
35 same time. Contractor shall reopen alleys at the conclusion of each work day,  
36 or if the work requires continuous closure provisions, then affected properties  
37 shall be contacted at least 10 calendar days in advance and access  
38 arrangements made to the extent possible with respect to completing the  
39 scope of work. Prior to work in alleyways, the Contractor shall contact Solid  
40 Waste Department at 253-591-5554 at least 5 working days in advance  
41 regarding potential impacts to solid waste pickup. It is recommended that the  
42 Contractor schedule work in alleys around refuse pickup days or provide  
43 measures to accommodate pickup around the construction activities.
  - 44 • Certain non-arterial roadways (those not marked with an "\*" in the list at the  
45 beginning of this section, but not those marked with a "^") can be closed to  
46 through traffic, although paralleling non-arterial closures are not permitted  
47 concurrently. Local traffic and property access shall be maintained at all times,  
48 and when in proximity to (in-session) schools and/or working on  
49 arrival/departure routes for (in-session) schools, the working times shall be  
50 limited to 9:30 AM and 2:30 PM on weekdays (school days) or on weekends  
51 from 9 AM to 9 PM. Contractor shall reopen the street and all parking areas at

the conclusion of each work day. Non-arterial roadways marked with a “^” shall remain open (but may be reduced to one-lane flagger controlled during working hours only) in order to facilitate circulation within the roadway network impacted by the adjacent work area(s).

- 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.
- Two-way traffic along all arterial streets must be maintained. 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. Two-way, one-lane flagger control (and potential complementary detour relying on the arterial roadway network) on an arterial will only be considered during off-peak hours when no other means to conduct the work is possible, with specific working times to be determined on a case-by-case basis. Contractor shall reopen the street and all parking areas at the conclusion of each work day.
- Any proposed closure of an intersection and/or roadway 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 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).
- Any one-way roadways impacted by work/work zone/temporary traffic control provisions may require additional provisions or specific working times based on preserving property access at all times.

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

1 pipeline construction. All steel plates used to cover open trenches within the roadway  
2 where traffic will be crossing or driving over the steel plates shall be properly  
3 secured/pinned and have advance signing notification of the roadway conditions. All  
4 steel plates shall be non-skid, and will not be allowed to remain in place during non-  
5 working days.  
6

7 To minimize the disruption to access to adjacent properties, and to Pierce Transit  
8 operations, the lane closure area shall be limited to that area of active work and  
9 necessary for appropriate lane closure tapers. The Contractor shall stage work to  
10 maintain access to and egress from all properties at all times.  
11

12 A safe pedestrian access shall be provided at all times through the project area. All  
13 lane closures shall be coordinated with the adjacent businesses, other contractors  
14 working within the project vicinity, local transit agencies and the City.  
15

16 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the  
17 construction work, parking may be restricted either entirely or during the time when it  
18 creates a hazard. Signs for restricting parking shall be approved by the City and  
19 placed by the Contractor. The Contractor shall be responsible for and shall maintain  
20 all such signs. The replacement of signs restricting parking shall be as approved by  
21 the Engineer.  
22

23 The Contractor shall notify all property owners and tenants of detours, street and alley  
24 closures, or other restrictions that may interfere with their access. Notification shall be  
25 at least twenty-four (24) hours in advance for residential property, and at least forty-  
26 eight (48) hours in advance for commercial property.  
27

28 Emergency traffic, such as police, fire, and disaster units, shall be provided access at  
29 all times. In addition, the Contractor shall coordinate Contractor activities with all  
30 disposal firms and transit bus service that may be operating in the project area.  
31

32 If street closures or lane restrictions, not provided for in the Specifications, are allowed  
33 subsequent to award of the contract, an equitable adjustment of the Contract amount  
34 shall be negotiated.  
35

36 It is the intent of the Contract to effectively prevent the deposition of debris on streets  
37 in areas of public traffic or where such debris may be transported into a drainage  
38 system. When construction operations are such that debris from the work is deposited  
39 on the streets, the Contractor shall, at a minimum, remove on a daily basis any  
40 deposits or debris which may accumulate on the roadway surface. Should daily  
41 removal be insufficient to keep the streets clean, the Contractor shall perform removal  
42 operations on a more frequent basis. If the Engineer determines that a more frequent  
43 cleaning is impractical or if the Contractor fails to keep the streets free from deposits  
44 and debris resulting from the work, the Contractor shall, upon order of the Engineer,  
45 provide facilities for and remove all deposits from the tires or between wheels before  
46 trucks or other equipment will be allowed to travel over paved streets. Should the  
47 Contractor fail or refuse to clean the streets in question, or the trucks or equipment in  
48 question, the Engineer may order the work suspended at the Contractor's risk until  
49 compliance with Contractor's obligations is assured, or the Engineer may order the  
50 streets in question cleaned by others and such costs incurred by the City in achieving  
51 compliance with these contract requirements, including cleaning of the streets, shall

be deducted from moneys due or to become due the Contractor on monthly estimate. The Contractor shall have no claim for delay or additional costs should the Engineer choose to suspend the Contractor's work until compliance is achieved.

**1-07.23(2) Construction and Maintenance of Detours  
(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:

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

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

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

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

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the

1 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
2 Contractor's attention by a duly issued Addendum.

3  
4 Whenever any of the work is accomplished on or through property other than public  
5 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any  
6 easement agreement obtained by the Contracting Agency from the owner of the  
7 private property. Copies of the easement agreements may be included in the Contract  
8 Provisions or made available to the Contractor as soon as practical after they have  
9 been obtained by the Engineer.

10  
11 Whenever easements or rights of entry have not been acquired prior to advertising,  
12 these areas are so noted in the Plans. The Contractor shall not proceed with any  
13 portion of the work in areas where right of way, easements or rights of entry have not  
14 been acquired until the Engineer certifies to the Contractor that the right of way or  
15 easement is available or that the right of entry has been received. If the Contractor is  
16 delayed due to acts of omission on the part of the Contracting Agency in obtaining  
17 easements, rights of entry or right of way, the Contractor will be entitled to an extension  
18 of time. The Contractor agrees that such delay shall not be a breach of contract.

19  
20 Each property owner shall be given 48 hours notice prior to entry by the Contractor.  
21 This includes entry onto easements and private property where private improvements  
22 must be adjusted.

23  
24 The Contractor shall be responsible for providing, without expense or liability to the  
25 Contracting Agency, any additional land and access thereto that the Contractor may  
26 desire for temporary construction facilities, storage of materials, or other Contractor  
27 needs. However, before using any private property, whether adjoining the work or not,  
28 the Contractor shall file with the Engineer a written permission of the private property  
29 owner, and, upon vacating the premises, a written release from the property owner of  
30 each property disturbed or otherwise interfered with by reasons of construction  
31 pursued under this contract. The statement shall be signed by the private property  
32 owner, or proper authority acting for the owner of the private property affected, stating  
33 that permission has been granted to use the property and all necessary permits have  
34 been obtained or, in the case of a release, that the restoration of the property has been  
35 satisfactorily accomplished. The statement shall include the parcel number, address,  
36 and date of signature. Written releases must be filed with the Engineer before the  
37 Completion Date will be established.

38  
39 **END OF SECTION**  
40



1 **1-08 PROSECUTION AND PROGRESS**

2  
3 *Add the following new section:*

4  
5 **1-08.0 Preliminary Matters**  
6 **(May 25, 2006 APWA GSP)**

7  
8 **1-08.0(1) Preconstruction Conference**  
9 **(October 10, 2008 APWA GSP)**

10  
11 Prior to the Contractor beginning the work, a preconstruction conference will be held  
12 between the Contractor, the Engineer and such other interested parties as may be  
13 invited. The purpose of the preconstruction conference will be:

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

22  
23 The Contractor shall prepare and submit at the preconstruction conference the  
24 following:

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

28  
29 *Add the following new section:*

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

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

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

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

**(May 17, 2018 APWA GSP, Option B)**

*Revise the ninth paragraph to read:*

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.

1 Whenever the Contractor withholds payment to a Subcontractor for any reason  
2 including disputed amounts, the Contractor shall provide notice within 10 calendar  
3 days to the Subcontractor with a copy to the Contracting Agency identifying the reason  
4 for the withholding and a clear description of what the Subcontractor must do to have  
5 the withholding released. Retainage withheld by the Contractor prior to completion of  
6 the Subcontractors work is exempt from reporting as a payment withheld and is not  
7 included in the withheld amount. The Contracting Agency's copy of the notice to  
8 Subcontractor for deferred payments shall be submitted to the Engineer concurrently  
9 with notification to the Subcontractor.

#### 11 **1-08.4 Prosecution of Work**

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

#### 14 **1-08.4 Notice to Proceed and Prosecution of Work** 15 **(July 23, 2015 APWA GSP)**

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

27 When shown in the Plans, the first order of work shall be the installation of high visibility  
28 fencing to delineate all areas for protection or restoration, as described in the Contract.  
29 Installation of high visibility fencing adjacent to the roadway shall occur after the  
30 placement of all necessary signs and traffic control devices in accordance with 1-  
31 10.1(2). Upon construction of the fencing, the Contractor shall request the Engineer to  
32 inspect the fence. No other work shall be performed on the site until the Contracting  
33 Agency has accepted the installation of high visibility fencing, as described in the  
34 Contract.

#### 36 **1-08.5 Time for Completion** 37 **(March 16, 2016 Tacoma GSP)**

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

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

42 Each working day shall be charged to the contract as it occurs, until the contract work  
43 is physically complete. If substantial completion has been granted and all the  
44 authorized working days have been used, charging of working days will cease. Each  
45 week the Engineer will provide the Contractor a statement that shows the number of  
46 working days: (1) charged to the contract the week before; (2) specified for the physical  
47 completion of the contract; and (3) remaining for the physical completion of the  
48 contract. The statement will also show the nonworking days and any partial or whole  
49 day the Engineer declares as unworkable. Within 10 calendar days after the date of  
50 each statement, the Contractor shall file a written protest of any alleged discrepancies  
51 in it. To be considered by the Engineer, the protest shall be in sufficient detail to enable



the Engineer to ascertain the basis and amount of time disputed. By not filing such detailed protest in that period, the Contractor shall be deemed as having accepted the statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day of that week will be charged as a working day whether or not the Contractor works on that day.

*Revise the sixth paragraph to read:*

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

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

*This section is supplemented with the following:*

**(March 1, 2004 Tacoma GSP)**

This project shall be physically completed within **95** working days.

#### **1-08.9 Liquidated Damages**

**(August 14, 2013 APWA GSP)**

*Revise the fourth paragraph to read:*

When the Contract Work has progressed to Substantial Completion as defined in the Contract, 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 **1-09 MEASUREMENT AND PAYMENT**

2  
3 **1-09.2(1) General Requirements for Weighing Equipment**  
4 **(July 23, 2015 APWA GSP, Option 1)**

5  
6 *Revise the third paragraph to read:*

7  
8 **Scale Operations** – “Contractor-provided scale operations” are defined as operations  
9 where a scale is set up by the Contractor specifically for the project and most, if not  
10 all, material weighed on the scale is utilized for Contract Work. In this situation, the  
11 Contractor shall provide, set up, and maintain the scales necessary to perform this  
12 Work. The Contracting Agency will provide a person to operate the project scale, write  
13 tickets, perform scale checks and prepare reports.

14  
15 **(July 23, 2015 APWA GSP, Option 2)**

16 *Revise item 4 of the fifth paragraph to read:*

- 17  
18 4. Test results and scale weight records for each day’s hauling operations are  
19 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,  
20 Scaleman’s Daily Report, unless the printed ticket contains the same information  
21 that is on the Scaleman’s Daily Report Form. The scale operator must provide AM  
22 and/or PM tare weights for each truck on the printed ticket.

23  
24 **1-09.6 Force Account**  
25 **(October 10, 2008 APWA GSP)**

26 *Supplement this Section with the following:*

27  
28 The Contracting Agency has estimated and included in the Proposal, dollar amounts  
29 for all items to be paid per force account, only to provide a common proposal for  
30 Bidders. All such dollar amounts are to become a part of Contractor's total bid.  
31 However, the Contracting Agency does not warrant expressly or by implication, that  
32 the actual amount of work will correspond with those estimates. Payment will be made  
33 on the basis of the amount of work actually authorized by Engineer.

34  
35 **(January 13, 2011 Tacoma GSP)**

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

37  
38 The Contractor shall submit a comprehensive summary list of all equipment  
39 anticipated to be used on the project and their associated AGC/WSDOT Equipment  
40 Rental Rates. The list shall include the contractor’s equipment number, make, model,  
41 year, operation rate, standby rate, applicable attachments and any other applicable  
42 information necessary to determine the applicable rates in accordance with this  
43 section. In addition, the contractor shall submit an Equipment Watch rate sheet  
44 ([www.equipmentwatch.com](http://www.equipmentwatch.com)) for each piece of equipment in the summary list. Access  
45 to the Equipment Watch web site is available at the City’s Construction Management  
46 Office.

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

3 *Delete the first four paragraphs and replace them with the following:*  
4

5 The basis of payment will be the actual quantities of Work performed according to the  
6 Contract and as specified for payment.  
7

8 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
9 Preconstruction Conference, to enable the Project Engineer to determine the Work  
10 performed on a monthly basis. A breakdown is not required for lump sum items that  
11 include a basis for incremental payments as part of the respective Specification.  
12 Absent a lump sum breakdown, the Project Engineer will make a determination based  
13 on information available. The Project Engineer's determination of the cost of work  
14 shall be final.  
15

16 Progress payments for completed work and material on hand will be based upon  
17 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
18 established at the preconstruction conference.  
19

20 The initial progress estimate will be made not later than 30 days after the Contractor  
21 commences the work, and successive progress estimates will be made every month  
22 thereafter until the Completion Date. Progress estimates made during progress of the  
23 work are tentative, and made only for the purpose of determining progress payments.  
24 The progress estimates are subject to change at any time prior to the calculation of  
25 the final payment.  
26

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

- 28 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable  
29 units of work completed multiplied by the unit price.
- 30 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump  
31 sum breakdown for that item, or absent such a breakdown, based on the  
32 Engineer's determination.
- 33 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job  
34 site or other storage area approved by the Engineer.
- 35 4. Change Orders — entitlement for approved extra cost or completed extra work  
36 as determined by the Engineer.  
37

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

- 39 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 40 2. The amount of progress payments previously made; and
- 41 3. Funds withheld by the Contracting Agency for disbursement in accordance with  
42 the Contract Documents.  
43

44 Progress payments for work performed shall not be evidence of acceptable  
45 performance or an admission by the Contracting Agency that any work has been  
46 satisfactorily completed. The determination of payments under the contract will be  
47 final in accordance with Section 1-05.1.  
48  
49

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

3  
4 Breakdowns of all lump sum items shall be provided for all lump sum items and shall  
5 include all costs for labor, equipment, materials, and taxes (as applicable) associated  
6 with the lump sum item. Washington State Department of Revenue Rules 170 and  
7 171 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to  
8 the Standard Specifications.

9  
10 Stockpiled Material - The point of acceptance of stockpiled material for payment and  
11 quality shall be at the time of incorporation into the contract.

12  
13 **1-09.9(1) Retainage**  
14 **(May 10, 2006 Tacoma GSP)**

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

- 16  
17 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.  
18 7. A release has been obtained from the City of Tacoma's City Clerk's Office.

19  
20 **1-09.13(3)A Administration of Arbitration**  
21 **(October 1, 2005 APWA GSP)**

22 *Revise the third paragraph to read:*

23  
24 The Contracting Agency and the Contractor mutually agree to be bound by the  
25 decision of the arbitrator, and judgment upon the award rendered by the arbitrator may  
26 be entered in the Superior Court of the county in which the Contracting Agency's  
27 headquarters are located. The decision of the arbitrator and the specific basis for the  
28 decision shall be in writing. The arbitrator shall use the contract as a basis for  
29 decisions.

30  
31 **END OF SECTION**

32  
33 **1-10 TEMPORARY TRAFFIC CONTROL**

34  
35 **1-10.1(2) Description**  
36 **(July 22, 2019 Tacoma GSP)**

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

38  
39 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times  
40 except when Work requires closure(s) that have been requested and approved in  
41 accordance with section 1-10.2(2).

42  
43 *The third sentence of the fourth paragraph is revised to read:*

44  
45 Approved lane and ramp closures shall be for the minimum time required to complete  
46 the Work.

47 *This section is supplemented with the following:*

48  
49 Only uniformed off-duty police officers shall be used to control traffic when it is  
50 necessary to override or provide traffic control at signalized intersections. Off-duty  
51 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.

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

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

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

If requested by the Contractor at least five (5) working days in advance and the request is approved by the Engineer, temporary adjustments to existing traffic signals and traffic signal activators will be made by the City.

## **1-10.2 Traffic Control Management**

### **1-10.2(1) General (January 3, 2017)**

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

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:

The Northwest Laborers-Employers Training Trust  
27055 Ohio Ave.  
Kingston, WA 98346  
(360) 297-3035

Evergreen Safety Council  
12545 135<sup>th</sup> Ave. NE  
Kirkland, WA 98034-8709  
(425) 814-3868

The American Traffic Safety Services Association  
15 Riverside Parkway, Suite 100  
Fredericksburg, Virginia 22406-1077  
(800) 272-8772

### **1-10.2(2) Traffic Control Plans (\*\*\*\*\*)**

*Supplement this section with the following:*

The Contractor shall prepare site specific Traffic Control Plans for all phases of the work and submit them for approval to the Engineer. The Contractor’s proposed Traffic Control Plans shall show the necessary lane closures, lane shifts, construction signs,

1 flaggers, spotters, and other traffic control devices required to support each phase of  
2 the construction while maintaining access as specified in Section 1-07.23. The  
3 Contractor-provided plans shall be prepared by the Contractor's Traffic Control  
4 Supervisor or an engineer licensed in the State of Washington and shall conform to  
5 the requirements contained in the latest version of the Manual on Uniform Traffic  
6 Control Devices (MUTCD) and the latest version of the Work Zone Traffic Control  
7 Guidelines published by the Washington State Department of Transportation.  
8 WSDOT 'TC' Plans and the City of Tacoma Sample Setup Drawings are acceptable  
9 and will be approved, as and if applicable. See City of Tacoma Traffic Control  
10 Handbook for additional information.

11  
12 Traffic Control Plans shall also specify how pedestrian routes shall be maintained  
13 through the project site.

14  
15 Traffic Control Plans shall provide detail on how access will be maintained to  
16 driveways and residences and for emergency vehicles throughout the duration of  
17 construction. Plans should indicate the method(s) by which access will be  
18 maintained during roadway excavation to prevent vehicle bumpers dragging and  
19 during other construction activities.

20  
21 Prior to submitting the initial Traffic Control Plans for review by the Engineer, the  
22 Contractor shall meet with the Engineer and provide a detailed explanation of the  
23 Contractor's proposed construction schedule, construction phasing and associated  
24 temporary traffic control implementation. The plan must be acceptable to the Engineer  
25 prior to the Contractor submitting the initial set of Traffic Control Plans. No construction  
26 will be allowed until the Traffic Control Plans are acceptable to the Engineer.

27  
28 Payment for developing an approved Traffic Control Plans, including pedestrian-  
29 related elements, shall be considered incidental to the lump sum price in the Proposal  
30 for "Project Temporary Traffic Control" and no additional compensation will be made.

### 31 32 **1-10.3 Traffic Control Labor, Procedures, and Devices**

33 *Section 1-10.3 is supplemented with the following:*

#### 34 35 **Signalized Intersections** 36 **(August 15, 2019 Tacoma GSP)**

37  
38 When construction operations are such that an existing traffic signal is required to be  
39 overridden to allow for traffic control measures, only a uniformed off-duty police officer  
40 shall override the signal.

41  
42 All off-duty officers shall be commissioned within the State of Washington.

43  
44 Tacoma Police Department officers shall be the first choice for traffic control that  
45 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The  
46 Contractor shall first contact Tacoma Police Department, Special Events Sergeant, to  
47 schedule police officers for the specified traffic control duty.

48  
49 Tacoma Police Department  
50 Special Events Sergeant  
51 (253) 591-5932



[TacomaPoliceEvents@ci.tacoma.wa.us](mailto:TacomaPoliceEvents@ci.tacoma.wa.us)

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

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

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

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

*The first paragraph is revised to read:*

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

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

*This heading is revised to read:*

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

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

*This section is supplemented with the following:*

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

#### **1-10.3(1)B Other Traffic Control Labor**

*This section is revised to read:*

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

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

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

3  
4 **1-10.3(2)F Uniformed City of Tacoma Police Officer for Traffic Signal Override**

5  
6 When construction operations are such that an existing traffic signal is required to be  
7 overridden to allow for traffic control measures, the signal shall be overridden only by  
8 a uniformed off-duty police officer. Use of uniformed off-duty police officers shall be  
9 used only when approved by the City

10  
11 All off-duty officers shall be commissioned within the State of Washington.

12  
13 Tacoma Police Department officers shall be the first choice for traffic control that  
14 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The  
15 Contractor shall first contact Tacoma Police Department, Special Events Sergeant, to  
16 schedule police officers for the specified traffic control duty.

17  
18 Tacoma Police Department  
19 Special Events Sergeant  
20 (253) 591-5932  
21 [TacomaPoliceEvents@ci.tacoma.wa.us](mailto:TacomaPoliceEvents@ci.tacoma.wa.us)

22  
23 The Contractor shall request officers at least 48 hours in advance for scheduling,  
24 unless an exception is approved by the Engineer.

25  
26 The Contractor shall immediately notify the Engineer in writing if Tacoma PD cannot  
27 supply officers for the requested date(s). The Contractor shall include the written  
28 response from Tacoma PD and state the preference to either postpone the affected  
29 Work or request officers from other State of Washington jurisdictions. Using officers  
30 from other jurisdictions must be approved by the Engineer.

31  
32 The Contractor will not be compensated for any off-duty officers from other jurisdictions  
33 performing traffic control without prior approval from the Engineer, and the Contracting  
34 Agency may stop work in accordance with Section 1-08.6, "Suspension of Work".

35  
36 **1-10.3(3)A Construction Signs**  
37 **(January 11, 2006 Tacoma GSP)**

38 *The fifth paragraph is revised to read:*

39  
40 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the  
41 Engineer deems to be unacceptable while their use is required on the project shall be  
42 replaced by the Contractor at their expense.

43  
44 **1-10.3(3)C Portable Changeable Message Sign**  
45 **(August 4, 2010 Tacoma GSP)**

46 *This section is supplemented with the following:*

47  
48 Portable Changeable Message Signs shall be required on arterials streets where  
49 construction occurs for durations longer than seven (7) calendar days. Signs shall be  
50 solar charged and programmable. Signs shall be provided a minimum of seven (7)  
51 calendar days prior to construction and remain through the duration of the construction



1 on the arterial street. Signs shall be provided on each end of the arterial street  
2 construction zone notifying oncoming traffic of the construction conditions. All costs  
3 associated with providing and maintain the signs for the required duration shall be  
4 included in the proposal item, "Project Temporary Traffic Control", per lump sum  
5

#### 6 **1-10.4 Measurement**

7

##### 8 **1-10.4(2) Item Bids with Lump Sum for Incidentals** 9 **(January 11, 2006 Tacoma GSP)**

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

12 No unit of measure will apply to the position of traffic control manager and it will be  
13 considered incidental to unit contract prices.  
14

15 "Uniformed Police Officer for Traffic Control" will be measured by the hour. Portions  
16 of an hour will be rounded up to a whole hour.  
17

#### 18 **1-10.5 Payment**

19

##### 20 **1-10.5(2) Item Bids with Lump Sum for Incidentals** 21 **(January 11, 2006 Tacoma GSP)**

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

24 "Uniformed Police Officer for Traffic Control", per hour.  
25

26 The unit contract price, when applied to the number of units measured for this item in  
27 accordance with Section 1-10.4(2), shall be full compensation for all cost incurred by  
28 the Contractor in performing the work in accordance with Section 1-10.3(2)F.  
29

30 **END OF SECTION**  
31

## **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

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

### **2-02.1 Description**

*Supplement this section with the following:*

This work shall consist of removing all materials noted in this section of the Special Provisions as well as any other materials designated for removal on the Plans or necessary for construction of this project for which a specific Bid item is not provided in the Proposal. The following specific items shall be included under "Removal of Structures and Obstructions":

1. Trimming and/or removing vegetation as required to complete the Work.
2. Removing existing cleanouts as specified on the Plans or as necessary to complete the Work.
3. Removing and installing new drop rod at the Grace Missionary Baptist Church site.
4. Removing and restoring, in-kind, the timber retaining structure at S Seashore Drive Alley.

In general, the Contractor shall remove/dispose or abandon existing items which are in conflict with the new improvements. Where not in conflict, or where not specified for demolition or removal, Contractor shall protect all private and public improvements.

All material removed for construction of the project, except those designated for salvage, shall be hauled offsite to a legal disposal site by the Contractor. The Contractor shall determine the requirements of his selected disposal site related to accepting the material to be deposited on the site. Testing of the material by the disposal site or refusal of the site to accept the material shall not be the basis for additional payment or for an extension of the Contract time. The cost of all such requirements shall be included in the Bid price for Removal of Structures and Obstructions.

### **2-02.3 Construction Requirements**

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

*This section is deleted.*

### **2-02.4 Measurement**

*This section is supplemented with the following:*

No specific unit of measurement shall be applied to the lump sum Bid item "Removal of Structures and Obstructions".

**END OF SECTION**

1 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**  
2 **(August 14, 2019 Tacoma GSP)**

3  
4 **2-03.1 Description**

5 *The last sentence of the first paragraph is deleted.*  
6

7 **2-03.3 Construction Requirements**  
8

9 **2-03.3(5) Slope Treatment**

10 *This section is deleted.*  
11

12 **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**

13 *This section is deleted.*  
14

15 **END OF SECTION**  
16

17 **2-07 WATERING**

18 **(August 3, 2009 Tacoma GSP)**  
19

20 **2-07.3 Construction Requirements**

21 *The last sentence of the first paragraph is revised to read:*  
22

23 The Engineer may direct that the Contractor apply water during non-working hours  
24 such as evenings, weekends, or recognized holidays.  
25

26 *Section 2-07.3 is supplemented with the following:*  
27

28 **2-07.3(1) Water Supplied from Hydrants**  
29

30 There is no guarantee that all fire hydrants will be available for use for cleaning, lining,  
31 or any other construction activities associated with this project. Prior to construction  
32 activities, it shall be the Contractor's responsibility to verify which hydrants will be  
33 available by contacting Tacoma Water. The Contractor shall use only those hydrants  
34 designated by Tacoma Water.  
35

36 Water supplied from hydrants governed by Tacoma Water shall be used in strict  
37 compliance with the "Operating Procedures for the use of Water Division Hydrants"  
38 available at the Tacoma Water Permit Counter.  
39

40 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the  
41 Water Permit Counter at (253) 502-8247, 2<sup>nd</sup> floor, Tacoma Public Utilities,  
42 Administrative Building, 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409. A copy of the  
43 approved Hydrant Permit shall be submitted to the Engineer.  
44

45 Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant  
46 Certification Card prior to obtaining a permit. If necessary, contractor personnel shall  
47 undergo training to receive the required certification. Contact the Water Permit  
48 Counter to set up training as necessary.  
49

50 **END OF SECTION**  
51

1 **2-09 STRUCTURE EXCAVATION**  
2 **(March 17, 2016 Tacoma GSP)**  
3

4 **2-09.4 Measurement**

5 *This section is supplemented with the following:*

6 **Longitudinal Limits.** For all storm and sanitary sewers, the longitudinal  
7 measurement will be from center of manhole to center of manhole or to the inside face  
8 of catch basins and similar type structures.  
9

10 *The fourth paragraph is revised to read:*

11  
12 There will be no specific unit of measure for the excavation required for manholes,  
13 catch basins, grate inlets, and drop inlets.  
14

15 **2-09.5 Payment**

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

17  
18 "Structure Excavation Class B", per cubic yard.  
19

20 The unit Contract price for "Structure Excavation Class B" shall be full payment for all  
21 excavation, removal of water; and all other work necessary for the construction of the  
22 sewer trench.  
23

24 **END OF SECTION**  
25

26 *Add the following new section:*  
27

28 **2-13 VEGETATION REMOVAL**  
29 **(\*\*\*\*\*)**  
30

31 **2-13.1 Description**  
32

33 This Work shall consist of the removal and disposal of vegetation identified on the  
34 Plans. Work shall also include trimming vegetation as required to complete the work  
35 and as specified herein.  
36

37 **2-13.3 Construction Requirements**  
38

39 All stumps not identified for removal shall be close-cut parallel to the slope of the  
40 ground.  
41

42 All stumps identified for stump grinding shall be ground to eight inches below final  
43 grade.  
44

45 Disposal of all debris shall be in accordance with Section 2-01.2(2).  
46

47 Trim all trees, bushes, shrubs, and other vegetation to be left standing a minimum of  
48 8 feet above the sidewalk/curb ramps and 14 feet above the roadway/alley surface.  
49 Neatly cut all limbs close to the trunk.  
50

1       **2-13.4     Measurement**

2  
3       All costs associated with vegetation removal and trimming shall be included in  
4       "Removal of Structures and Obstructions" and shall not be measured for separate  
5       payment.

6                               **END OF SECTION**

7  
8       *Add the following new section:*

9  
10       **2-14       PAVEMENT REMOVAL**  
11       **(\*\*\*\*\*)**

12  
13       **2-14.1     Description**

14  
15       The Work described in this section includes the removal and disposal of pavement  
16       surfaces identified on the Plans or as marked in the field.

17  
18       **2-14.2     Pavement Classification**

19  
20       Removal of pavement will be according to type and class based on composition and  
21       thickness, as defined below:

22  
23       **Type I**       Pavement removal where all or portions of the existing pavement is  
24       being removed in conjunction with street construction or any other  
25       removal not described below for Type II or Type III.

26  
27       **Type II**       Pavement removal required for the placing of utilities at greater and  
28       varying depths, such as sewers.

29  
30       **Type III**       Pavement removal required for narrow and shallow utility cuts in order  
31       to install light cables, conduits and similar shallow utilities.

32  
33       **Class A4**       Class A4 pavement removal shall apply to the removal of asphalt  
34       concrete, bituminous road surfacing, multiple lift bituminous surface  
35       treatments or any combination of these components having an average  
36       thickness between zero inches and four inches.

37  
38       **Class A8**       Class A8 pavement removal shall apply to the removal of asphalt  
39       concrete, bituminous road surfacing, multiple lift bituminous surface  
40       treatments or any combination of these components having an average  
41       thickness between four inches and eight inches.

42  
43       **Class C6**       Class C6 pavement removal shall apply to all non-reinforced cement  
44       concrete pavements or slabs having an average thickness of six inches  
45       or less. After the curbs and pavement have been constructed, the  
46       Contractor may be required to remove additional sidewalk necessary  
47       to provide proper connections and grades, as determined by the  
48       Engineer.

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

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

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

### **2-14.3 Construction Requirements**

All final meetlines shall be sawcut.

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

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

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

### **2-14.4 Measurement**

Pavement removal will be measured per square yard.

### **2-14.5 Payment**

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

“Remove Existing Pavement, Type \_\_\_\_Class\_\_\_\_”, per square yard

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

**END OF SECTION**

1 *Add the following new section:*

2  
3 **2-15 CURB AND CURB AND GUTTER REMOVAL**  
4 **(\*\*\*\*\*)**

5  
6 **2-15.1 Description**  
7

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

10  
11 **2-15.2 Curb Classification**  
12

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

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

18  
19 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete  
20 curb with a brick gutter on a cement concrete base, or other combination of rigid  
21 material.

22  
23 **2-15.3 Construction Requirements**  
24

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

30  
31 **2-15.4 Measurement**  
32

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

34  
35 Removing HMA curb and cement concrete pedestrian curb will not be measured for  
36 payment. All costs for removing these types of curb will be included in the unit cost  
37 for removal of the facility they are associated with.

38  
39 **2-15.5 Payment**  
40

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

42  
43 "Remove Curb and Gutter", per linear foot  
44

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

47  
48 **END OF SECTION**  
49  
50

1 *Add the following new section:*  
2

3 **2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.**  
4 **(\*\*\*\*\*)**  
5

6 **2-16.1 Description**  
7

8 The Work described in this section includes the complete removal and disposal of  
9 catch basins, manholes, and curb inlets as identified on the Plans.  
10

11 **2-16.2 Vacant**  
12

13 **2-16.3 Construction Requirements**  
14

15 Where the structures are removed, the excavation shall be backfilled with native  
16 material if deemed suitable by the Engineer or imported backfill material.  
17

18 Material determined by the Engineer to be unsuitable at the time of excavation shall  
19 be removed and replaced with imported backfill material. Payment will be made at the  
20 unit contract price of the item in the proposal, or as extra work under Section 1-04.4 if  
21 not included as an item in the proposal.  
22

23 All pipe openings shall be plugged in accordance with 7-08.3(4).  
24

25 The removal of the structures shall be conducted in such a manner as not to damage  
26 utilities and any portion of the improvement that is to remain in place. Any deviation  
27 in this matter will obligate the Contractor, at no expense to the Contracting Agency, to  
28 repair, replace, or otherwise make proper restoration to the satisfaction of the  
29 Engineer.  
30

31 **2-16.4 Measurement**  
32

33 The removal of catch basins, manholes, and curb inlets will be measured per each.  
34

35 **2-16.5 Payment**  
36

37 Payment will be made in accordance with Section 1-04.1.  
38

39 "Remove Catch Basin", per each  
40

41 "Remove Manhole", per each  
42

43 All costs associated with the placement and compaction of the backfill material shall  
44 be included in the unit Contract price for removal.  
45

46 **END OF SECTION**  
47



1  
2 **3-04 ACCEPTANCE OF AGGREGATE**  
3 **(April 1, 2012 Tacoma GSP)**  
4

5 **3-04.1 Description**

6 *The first and third paragraphs are deleted.*  
7

8 *The fourth paragraph is revised to read:*  
9

10 Nonstatistical evaluation will be used for the acceptance of aggregate materials.  
11

12 **3-04.3(1) General**

13 *The first sentence is revised to read:*  
14

15 For the purpose of acceptance sampling and testing, all test results obtained for a  
16 material type will be evaluated collectively.  
17

18 **3-04.3(4) Testing Results**

19 *This section is replaced with the following:*  
20

21 The results of all acceptance testing will be provided by the City's Project Engineer  
22 within 3 working day of testing.  
23

24 **3-04.3(6) Statistical Evaluation**

25 *This section is deleted:*  
26

27 **END OF SECTION**  
28  
29

1 **4-04 BALLAST AND CRUSHED SURFACING**

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

3  
4 **4-04.1 Description**

5 *Supplement this section with the following:*

6  
7 Work shall also include using recycled concrete aggregate for the roadway section  
8 where specified on the Plans.  
9

10 **4-04.2 Materials**

11 *Supplement this section with the following:*

12  
13 Recycled Concrete Aggregate 9-03.21(1)C  
14

15 **4-04.4 Measurement**

16 *Supplement this section with the following:*

17  
18 "Recycled Concrete Aggregate" shall be measured per cubic yard in place and shall  
19 be measured from subgrade to the bottom of the proposed asphalt layer.  
20

21 **4-04.5 Payment**

22 *This section is supplemented with the following:*

23  
24 All costs for labor, equipment, and materials required to furnish, place, and compact  
25 the crushed surfacing top course for all asphalt concrete approaches and non-paved  
26 approaches shall be included in the unit Contract price for "Crushed Surfacing Top  
27 Course", per ton.  
28

29 "Recycled Concrete Aggregate", per cubic yard.  
30

31 The unit price in the Proposal shall be full compensation for all labor, equipment, tools,  
32 and material necessary or incidental to furnish, place, grade, and compact recycled  
33 concrete aggregate for the pavement section where specified on the Plans.  
34

35 **END OF SECTION**  
36  
37

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

3 *This Section is revised according to the following overriding provisions:*  
4

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

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

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

23  
24 **5-04.2 Materials**  
25

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

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

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

32 *This section is revised to read:*  
33

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

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

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

- 50 • Hamburg Wheel track Test and Section 9-03.8(2), or

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

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

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

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

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

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

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

*This section is revised to read:*

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

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

1 **5-04.3 Construction Requirements**

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

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

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

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

12 *The second paragraph is deleted.*

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

16 *The first paragraph is revised to read:*

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

21  
22 \$\$ None. \$\$

23  
24 **5-04.3(4)C Pavement Repair**  
25 **(April 1, 2018 Tacoma GSP)**

26 *This section is revised to read:*

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

30  
31 [https://www.cityoftacoma.org/government/city\\_departments/public\\_works/right-of-](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way)  
32 [way](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way)

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

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

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

49  
50 Estimated plan quantities for pavement repair are approximate and are provided for  
51 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.

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

*The first paragraph is revised to read:*

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

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

*This section is revised to read:*

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

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

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

*The first paragraph is revised to read:*

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

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

*The first paragraph is revised to read:*

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

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

The Contractor shall also construct a test section when requested by the Engineer. Test sections that are in complete compliance with the requirements of Section 5-04

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

*The second paragraph is revised to read:*

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

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

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

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

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

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

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

*This section is revised to read:*

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

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



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

3 *This section is revised to read:*

4  
5 The Contracting Agency will endeavor to provide written notification (via email to the  
6 Contractor's designee) of acceptance test results within 24 hours of the sample being  
7 made available to the Contracting Agency. However, the Contractor agrees:

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

20 The Contractor shall make no claim for untimely notification by the Contracting  
21 Agency of the Contracting Agency's test results (or statistical analysis thereof).  
22

23 **5-04.3(10)B HMA Compaction - Cyclic Density**  
24 **(April 1, 2018 Tacoma GSP)**

25 *This section is deleted.*

26  
27 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**  
28 **(April 1, 2018 Tacoma GSP)**

29 *This section is deleted.*

30  
31 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**  
32 **(April 1, 2018 Tacoma GSP)**

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

34  
35 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance**  
36 **Testing**

37 *The second paragraph is revised to read:*

38  
39 Compaction tests will be performed at a minimum of 5 various locations, as determined  
40 by the Engineer, for each 400 tons placed. The locations will be determined by the  
41 stratified random sampling procedure conforming to WSDOT Test Method T 716. For  
42 an area in progress with a CPF less than 0.75, a new compaction sequence will begin  
43 at the Contractor's request after the Project Engineer is satisfied that material  
44 conforming to the Specifications can be produced. The Compaction Test Procedures  
45 will be provided to the Contractor by the Contracting Agency at the Pre-Construction  
46 Conference or a Pre-Paving Meeting, prior to the placement of HMA material on site.  
47

48 *This section is supplemented with the following:*

49  
50 Cores may be used as an addition to the nuclear density gauge tests. When cores  
51 are taken by the Engineer at the request of the Contractor, the request shall be made



1 by noon of the first working day following placement of the mix. The Engineer shall be  
2 reimbursed for the coring expenses.

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

7  
8 HMA for preleveling shall be compacted to the satisfaction of the Engineer.  
9

#### 10 **5-04.4 Measurement**

11 **(April 1, 2018 Tacoma GSP)**

12 *The first paragraph is revised to read:*

13  
14 "HMA Cl. ½ In. PG 58H-22" will be measured by the ton in accordance with Section 1-  
15 09.2, with no deduction being made for the weight of asphalt binder, blending sand,  
16 mineral filler, anti-stripping additive, or any other component of the mixture; and the  
17 measurement shall include asphalt wedge curbs and thickened edges in accordance  
18 with the Plans or as directed by the Engineer. If the Contractor elects to remove and  
19 replace mix as allowed in Section 5-04.3(11), the material removed will not be  
20 measured.

21  
22 *The second paragraph is revised to read:*

23  
24 No specific unit of measure will apply to roadway cores, which shall be included in the  
25 measurements for the HMA items that are included in the Proposal.

26  
27 *This section is supplemented with the following:*

28  
29 No specific unit of measure will apply to anti-stripping additive, which shall be included  
30 in the measurements for the HMA items that are included in the Proposal.

31  
32 Asphalt placed outside the thickness tolerances stated herein will not be measured for  
33 payment. Areas of the HMA which are in excess of 1/2-inch over that which is specified  
34 on the Typical Sections will be measured for payment by the square yard and  
35 converted to tonnage using the asphalt depth shown on the Typical Sections and the  
36 RICE value provided by the lab. It is the Contractor's responsibility to assure that the  
37 crushed surfacing is graded to the proper elevations to avoid exceeding the compacted  
38 thickness shown on the Typical Sections.

#### 39 **5-04.5 Payment**

40 **(April 1, 2018 Tacoma GSP)**

41 *Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment"*  
42 *are deleted.*

43  
44  
45 *The following pay items for HMA are revised to read:*

46  
47 "HMA Cl. ½ In. PG 58H-22", per ton.

48  
49 The unit Contract price per ton for "HMA Cl. ½ In. PG 58H-22" shall be full payment  
50 for all costs incurred to carry out the requirements of Section 5-04, including coring  
51 and testing, and shall include anti-stripping additive, asphalt wedge curbs, thickened

edges, curb drains, and connection to existing drains in accordance with the Contract. Any costs that are already included in other Bid items in the Proposal shall not be included in the unit Contract prices per ton for these HMA Bid items.

All costs associated with reconstructing the existing "speed bumps" at the Grace Missionary Baptist Church shall be included in "HMA Cl. ½ In. PG 58H-22".

*This section is supplemented with the following:*

"Cold Plant Mix for Temporary Pavement Patch", per ton.

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

Temporary pavement patches placed between October 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](http://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.

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

1 **5-05.3(8) Joints**

2 *The second paragraph is revised to read:*

3  
4 The Contractor shall submit a concrete panel jointing plan in accordance with the Plans  
5 and these Specifications. When a concrete panel jointing plan is included in the Plans,  
6 the Contractor may adopt or submit a revised jointing plan in accordance with Standard  
7 Plans and the Specifications at the Contractor's own expense. The Contractor's  
8 jointing plan shall be approved in writing by the Engineer before the start of concrete  
9 paving.

10  
11 When new pavement abuts existing pavement, the locations of the joints in the new  
12 pavement shall match with the joints in the existing pavement unless otherwise  
13 approved by the Engineer.

14  
15 **5-05.3(8)D Isolation Joints**

16 *This section is supplemented with the following:*

17  
18 The joint alignment shall be at right angles to the Pavement Structure centerline unless  
19 otherwise specified in the Contract.

20  
21 Isolation joints shall be constructed with pre-molded material, 3/8-inch in thickness and  
22 conform to Section 9-04.1(2) Pre-molded Joint Filler for Expansion Joints and as  
23 shown on the Plans.

24  
25 The joint material shall be held accurately in place during the placing and finishing of  
26 the concrete by a bulkhead, a holder, metal cap or any other approved method. The  
27 joint shall be perpendicular to the paved surface and the holder shall be in place long  
28 enough to prevent sagging of the joint material.

29  
30 A wood filler strip or metal cap shall be placed on the top of the pre-molded joint filler  
31 to form the groove, and shall remain in place until after the finishing and the concrete  
32 is sufficiently set to resist sloughing in the groove. The joint filler shall be stapled  
33 together at the ends to preserve continuity.

34  
35 Immediately after removal of side forms, the edges of the pavement shall be carefully  
36 inspected and wherever the joint filler is not fully exposed, the concrete shall be  
37 chipped down until the edge of the filler is fully exposed for the entire depth.

38  
39 **5-05.3(8)E Sealing Through Joints**

40 *This section is added with the following:*

41  
42 After the pavement is cured and before carrying any traffic, the space left by the  
43 removal of the wood filler strip or the metal cap above the top of the expansion joint  
44 filler strip shall be thoroughly cleaned of all loose material. The groove shall be  
45 completely free of any projecting concrete from the sides and the groove shall be  
46 continuous across the slab to each edge. It shall then be filled level with the pavement  
47 surface with joint sealant meeting the requirements of Section 9-04.2 Joint Sealants.

48  
49 The joint sealant material shall be "black" color and heated and placed in accordance  
50 with the manufacturer's instructions. Burned material will be rejected. The through  
51 joint groove shall be dry at the time of pouring the sealing compound.

1  
2  
3 **5-05.3(11) Finishing**

4 *The third paragraph is revised to read:*

5  
6 In advance of curing operations, the pavement shall receive an initial texturing followed  
7 by final finishing. Initial texturing shall be performed with a burlap drag or broom  
8 device, creating striations in the same orientation as the final finish. The concrete  
9 roadway surface shall be finished in the same manner as the adjacent concrete to  
10 remain in-place. The Yakima Avenue Alley concrete pavement shall be finished with  
11 a heavy broom finish. Where integral concrete curbs are constructed, the roadway  
12 surface finish shall end 12 inches from the flowline.

13  
14 *The fourth paragraph is revised to read:*

15  
16 Burlap drags, brooms and tine devices may be installed on self-propelled equipment  
17 having external alignment control. When texturing the pavement with burlap, the area  
18 of burlap in contact with the pavement shall be maintained constant at all times. Broom  
19 and tine devices shall be provided with positive elevation control. Downward pressure  
20 on pavement surface shall be maintained at all times during texturing so as to achieve  
21 uniform texturing without measurable variations in pavement profile. If self-propelled  
22 texturing machines are used, these shall be operated so that travel speed during  
23 texturing is maintained constant. Failure of the texturing equipment to perform  
24 according to this section shall constitute cause for stopping placement of concrete until  
25 the equipment deficiency or malfunction is corrected.

26  
27 *The seventh paragraph is revised to read:*

28  
29 **Test Panel:**

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

37  
38 Project panels not meeting the characteristics of the test panel shall be removed and  
39 replaced at no additional cost to the Contracting Agency.

40  
41 *The eighth through tenth paragraphs are deleted.*

42  
43 **5-05.3(14) Cold Weather Work**

44 *This section is supplemented with the following:*

45  
46 The following additional requirements for placing concrete shall be in effect from  
47 November 1 to April 1:

- 48
  - 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

49 day.  
50

- 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 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**

1 **6-02 CONCRETE STRUCTURES**  
2 **(February 16, 2011 Tacoma GSP)**  
3

4 **6-02.3(2)B Commercial Concrete**

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

7 Where concrete Class 3000 is specified for driveways, the Contractor may use  
8 commercial concrete.  
9

10 **6-02.3(4) Ready-Mix Concrete**

11 *The first paragraph is revised to read.*  
12

13 All concrete shall be batched in a prequalified manual, semi-automatic, or automatic  
14 plant as described in Section 6-02.3(4)A.  
15

16 **END OF SECTION**  
17

1 **7-04 STORM SEWERS**  
2 **(March 17, 2003 Tacoma GSP)**

3  
4 *This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.*

5  
6 **END OF SECTION**

7  
8 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**  
9 **(\*\*\*\*\*)**

10  
11 **7-05.1 Description**

12 *This section is supplemented with the following:*

13  
14 All references to sanitary sewers shall be construed to also mean storm sewers.

15  
16 **7-05.3 Construction Requirements**

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

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

26  
27 *Supplement this section with the following:*

28  
29 Connections will be made with concrete collar if the pipe slope is too steep to allow  
30 flexible connection. Coordinate with the City Inspector in the field to verify which  
31 connection type to use.

32  
33 Existing structure frames and covers shall be replaced with slip-resistant frames and  
34 covers where specified on the Plans

35  
36 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

37 *This section is revised to read:*

38  
39 **7-05.3(1) Adjusting Utility Structures to Grade**

40  
41 Where shown in the Plans or where directed by the Engineer, utility structures shall  
42 be adjusted to grade as staked or as otherwise designated by the Engineer.

43  
44 The materials and methods of construction shall conform to the requirements specified  
45 in Section 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform  
46 to the requirements of the standard plan for the specific structure.

1 **7-05.3(3) Connections to Existing Manholes**

2 *The first sentence is revised to read:*

3  
4 The Contractor shall inspect the existing manholes in the field to verify invert elevations  
5 and the scope of work necessary to make the connection(s) prior to construction.  
6

7 **7-05.4 Measurement**

8 *The sixth paragraph is revised to read:*

9  
10 Connections to existing structures will be measured per each.

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

13  
14 Modifying existing structures to accept different pipe configurations or pipe sizes,  
15 including coring, sealing existing penetrations, and rechanneling, shall be incidental to  
16 the unit cost for connecting new pipe to existing structure, and shall not be measured  
17 for payment.

18  
19 Reconnecting existing sewer pipes to new manhole structures will be measured per  
20 each.

21  
22 “Adjust Existing Gas Valve to Grade” shall be measured per each gas valve adjusted  
23 to finished grade.

24  
25 “Adjust Existing Cleanout to Grade” shall be measured per each cleanout casting  
26 adjusted to finished grade.

27  
28 “Adjust Existing Water Meter Box to Grade” shall be measured per each water meter  
29 box adjusted to finished grade.  
30

31 **7-05.5 Payment**

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

33  
34 The unit Contract price for “Manhole\_\_\_\_\_” shall be full pay for all work required to  
35 furnish and install the new manhole to finished grade, including, but not limited to,  
36 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s),  
37 channeling, covers, frames, ladders, steps, and handholds, as applicable per Standard  
38 Plans.

39  
40 The unit Contract price for “Catch Basin\_\_\_\_\_” shall be full pay for all work required to  
41 furnish and install the new catch basin to finished grade, including, but not limited to,  
42 excavating for, furnishing backfill, compaction of backfill, connection of new pipe(s),  
43 frame, cover, as applicable per Standard Plans.  
44

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

46  
47 “Connect New Sewer Pipe \_\_\_\_-In. Diam. to Existing Structure”, per each  
48

49 *This section is supplemented with the following:*

50  
51 “Reconnect Existing Sewer Pipe, \_\_\_\_-In. Diam., to New Structure”, per each.



1  
2 The unit Contract price per each shall be full pay for all labor, equipment and materials  
3 necessary to reconnect the existing sewer pipe to the new structure as specified in  
4 Section 7-05.3.

5  
6 "Adjust Existing Manhole, Furnish New Frame and Cover", per each  
7

8 The unit Contract price per each for "Adjust Existing Manhole, Furnish New Frame and  
9 Cover" shall be full pay for all costs associated with adjusting the frame and cover to  
10 finished grade, including but not limited to, excavating, furnish and place backfill,  
11 furnishing and installing the new frame and cover, compacting, surfacing, and  
12 restoration. Replacing and existing frame and cover with a slip-resistant frame and  
13 cover on an existing structure shall be measured and paid for as "Adjust Existing  
14 Manhole, Furnish New Frame and Cover".

15  
16 "Adjust Existing Valve Chamber to Grade", per each  
17

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

22  
23 "Adjust Existing Cleanout to Grade", per each.  
24

25 The unit Contract price per each for "Adjust Existing Cleanout to Grade" shall be full  
26 pay for all costs associated with the adjusting the cleanout casting to finished grade,  
27 including but not limited to, excavating, furnish and place backfill, compacting,  
28 surfacing, and restoration.

29  
30 "Adjust Existing Gas Valve to Grade", per each.  
31

32 The unit Contract price shall be full payment for all equipment, tools, labor, and  
33 materials necessary to adjust the existing utility to finished grade including, but not  
34 limited to, excavation, adjustment rings/materials, purchasing and placing crushed  
35 surfacing top course or topsoil, CDF, grout, purchasing and placing asphalt pavement,  
36 compaction, and edge sealant.

37  
38 "Adjust Existing Water Meter Box to Grade", per each.  
39

40 The unit Contract price shall be full payment for all equipment, tools, labor, and  
41 materials necessary to adjust the existing utility to finished grade including, but not  
42 limited to, excavation, purchasing and placing crushed surfacing top course or topsoil,  
43 CDF, grout, purchasing and placing asphalt pavement, compaction, and edge sealant.

44  
45 **END OF SECTION**  
46  
47

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**  
2 **(March 23, 2010 Tacoma GSP)**

3  
4 **7-07.3 Construction Requirements**

5 *Item three of paragraph two is revised to read:*

- 6  
7 3. If sediment and water from structures does not meet the conditions described in 1  
8 or 2 above, the Contractor shall collect and dispose of all water used and all debris  
9 generated in cleaning operations. No cleaning water or debris shall be flushed  
10 downstream beyond the limits of the work.

11  
12 **END OF SECTION**

13  
14 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**  
15 **(\*\*\*\*\*)**

16  
17 **7-08.3 Construction Requirements**

18  
19 **7-08.3(1)C Bedding the Pipe**

20 *This section is supplemented with the following:*

21  
22 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma  
23 Standard Plan SU-16.

24  
25 **7-08.3(2)F Plugs and Connections**

26 *This section is supplemented with the following:*

27  
28 Rigid Couplings, manufactured by Romac Industries, Inc., or Engineer approved  
29 equal, shall be used at any pipe joint in which bell and spigot or fused joints are not  
30 used. Flexible couplings are not permitted, except for side sewer installation.

31  
32 **7-08.3(2)G Jointing of Dissimilar Pipe**

33 *This section is revised to read:*

34  
35 Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac  
36 Industries, Inc., or Engineer approved equal, except for side sewer installation.

37  
38 **7-08.3(3) Backfilling**

39 *The second paragraph is revised to read:*

40  
41 Pipe zone backfill, backfill above the pipe zone, and extra excavation area backfill shall  
42 be in accordance with City of Tacoma Standard Plan SU-16. Recycled concrete shall  
43 not be used for pipe zone bedding, pipe zone backfill, backfill above pipe zone, and  
44 extra excavation area backfill.

45  
46 *The fourth paragraph is revised to read:*

47  
48 Backfill above the pipe zone shall be accomplished in such a manner that the pipe will  
49 not be shifted out of position nor damaged by impact or overloading. If pipe is being  
50 placed in a new embankment, backfill above the pipe zone shall be placed in  
51 accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved

1 areas, or roadways, backfill above the pipe zone shall be placed in horizontal layers  
2 no more than 12-inches thick and compacted to 95-percent maximum density. If pipe  
3 is being placed in non-traffic areas, backfill above the pipe zone shall be placed in  
4 horizontal layers no more than 12-inches thick and compacted to 85-percent maximum  
5 density. All compaction shall be in accordance with the Compaction Control Test of  
6 Section 2-03.3(14)D.

7  
8 **All material excavated from the trench shall be considered unsuitable for backfill**  
9 **above the pipe zone, and shall be removed and replaced with imported backfill**  
10 **meeting the requirements of Section 9-03.12(2).**

11  
12 *Section 7-08.3 is supplemented with the following:*

13  
14 **7-08.3(5) Temporary Bypass Pumping**

15  
16 **7-08.3(5)A General Requirements**

17  
18 The Contractor shall design, operate, and install a bypass pumping system to maintain  
19 operation of the existing sewer systems throughout the duration of the project without  
20 any interruption of sewer service. The Contractor shall divert all flows around each  
21 segment of the pipe designated for replacement. This diversion shall consist of  
22 pumping flow from an upstream manhole and discharging it to a manhole downstream  
23 of the replacement operation. After the pipe replacement work is completed and  
24 accepted by the Contracting Agency, flow shall be returned to the reconstructed sewer.  
25 The area affected by the bypass operation shall be fully restored.

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

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

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

47  
48 The Contractor shall be required to test the bypass pumping system in the presence  
49 of the Engineer prior to taking any sewer system out of service.  
50

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

4  
5 The Contractor shall use hard pipe to bypass sewers 12-inches in diameter or greater.  
6 The Contractor shall not block any driveways or intersections, but shall bury the pipe  
7 to allow continuous access through intersections and driveways.

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

### 12 13 **7-08.3(5)B Backup Equipment and Monitoring**

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

### 22 23 **7-08.3(5)C Flow for Bypass System Design**

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

### 33 34 **7-08.3(5)D Bypass Pumping Plan**

35  
36 The Contractor shall submit a Bypass Pumping Plans for each location included in this  
37 Contract in accordance with Section 1-05. The Contractor's plan for bypass pumping  
38 shall be reviewed by the Contracting Agency before the Contractor will be allowed to  
39 commence bypass pumping. The review of the bypassing system and equipment by  
40 the Engineer shall in no way relieve the Contractor of his responsibility and public  
41 liability.

42  
43 At a minimum, the bypass pumping plan for each location shall include the following:

- 44 1. Location of pumps and generators
- 45 2. Method, type, and size of plugs
- 46 3. Size, material, location, and method of installation of suction  
47 piping
- 48 4. Size, material, location, and method of installation of discharge  
49 piping
- 50 5. Bypass pump sizes, capacity, number of each to be on site

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

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

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

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

#### **7-08.3(7) Underground Utility Potholing**

Prior to start of pipeline construction, the Contractor shall pothole existing underground utilities at the locations identified on the Plans. Contractor shall expose the top and bottom of the utility to verify the exact horizontal and vertical location in the field. The top of the utility shall be field surveyed, and the diameter or dimensions shall be verified and submitted to the Engineer. The Contractor shall schedule City Survey crews a minimum 72-hours prior to potholing.

The Contractor shall provide the Engineer with a copy of the plan sheet with the pothole information clearly shown. Upon receipt of this information, the Engineer will determine if a conflict exists. The City will notify the Contractor within five (5) full working days as to what design modifications, if any, are required to resolve the conflict. The Contractor shall perform the pothole as required to avoid impact to the Contract schedule, based on the five (5) working day review time.

1 **7-08.4 Measurement**

2 *This section is supplemented with the following:*

3  
4 No specific measurement shall apply to the lump sum item "Temporary \_\_\_\_ Sewer  
5 Bypass".

6  
7 No specific measurement shall apply to the lump sum item "Temporary \_\_\_\_ Sewer  
8 Bypass Plan".

9  
10 Abandonment of existing sewer pipes will be measured by the cubic yard of CDF  
11 necessary to fill the existing pipes.

12 "Underground Utility Potholing" shall be measured per each.

13  
14 **7-08.5 Payment**

15 *This section is supplemented with the following:*

16  
17 "Temporary \_\_\_\_ Sewer Bypass", per lump sum

18  
19 The lump sum Contract prices for "Temporary \_\_\_\_ Sewer Bypass" shall be full  
20 payment for labor, equipment, and materials, including but not limited to, personnel,  
21 fuel, monitoring, power, pumps, piping, barricades, emergency stand-by equipment,  
22 trenching, surface restoration costs, and all other work necessary to maintain  
23 uninterrupted storm and sanitary sewer services by bypassing the applicable sewer  
24 system flows.

25  
26 "Temporary \_\_\_\_ Sewer Bypass Plan", per lump sum

27  
28 The lump sum Contract price for "Temporary \_\_\_\_ Sewer Bypass Plan" shall be full pay  
29 for all costs, including but not limited to, preparing, submitting, revising, and  
30 resubmitting revisions for the Temporary Bypass Plan.

31  
32 "CDF for Pipe Abandonment", per cubic yard

33  
34 The unit Contract price for "CDF for Pipe Abandonment" shall be full payment for all  
35 labor, equipment, and materials necessary to abandon the sewer pipes.

36  
37 "Underground Utility Potholing", per each

38  
39 The unit Contract price for "Underground Utility Potholing" per each shall be full  
40 compensation for all labor, tools, equipment, and materials necessary to expose the  
41 locations of existing utilities, record vertical and horizontal locations, backfill, compact,  
42 and restore excavated areas per City of Tacoma Standard Plan SU-27. This unit price  
43 shall also include the cost for rescheduling work as required to allow the City time (up  
44 to five working days) to issue any design modifications as may be required.

45  
46 **END OF SECTION**



## **7-17 SANITARY SEWERS**

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

### **7-17.1 Description**

*This section is supplemented with the following:*

All references to sanitary sewer shall also mean storm sewers.

### **7-17.2 Materials**

*The first paragraph is revised to read:*

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

*This section is supplemented with the following:*

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

### **7-17.3 Construction Requirements**

#### **7-17.3(2)A General**

*The first paragraph is revised to read:*

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

#### **7-17.3(2)H Television Inspection**

*This section is revised to read:*

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 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.

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.

1 **7-17.5 Payment**

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

3  
4 "Ductile Iron Storm Sewer Pipe \_\_\_\_ In. Diam.", per linear foot.

5  
6 "PVC Sanitary Sewer Pipe \_\_\_\_ In. Diam.", per linear foot.

7  
8 "C900 PVC Sanitary Sewer Pipe \_\_\_\_ In. Diam.", per linear foot.

9  
10 *The second paragraph is revised to read:*

11  
12 The unit Contract price per linear foot for sewer pipe of the kind and size specified  
13 shall be full pay for the furnishing, hauling, and assembling in place the complete  
14 installation, including but not limited to, disposal of material excavated within the pipe  
15 zone, furnishing and installing pipe bedding and backfill material within the pipe zone,  
16 and all wyes, tees, special fittings, rigid couplings, joint materials, cleaning, performing  
17 and submitting television inspection videos and reports, and other appurtenances  
18 necessary for the completion of the installation to the required line and grade, unless  
19 proposal items are included for these specific items of work.

20  
21 *The pay item "Removal and Replacement of Unsuitable Material" is revised to read:*

22  
23 "Removal and Replacement of Unsuitable Material", per cubic yard.

24  
25 The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable  
26 Material" shall be full pay for all work required to haul and dispose of the unsuitable  
27 material as specified in Section 7-08.3(1)A and the furnishing of suitable backfill  
28 material as specified in Section 7-08.3(3).

29  
30 **All material excavated from the trench shall be considered unsuitable for backfill**  
31 **above the pipe zone, and shall be removed and replaced with imported backfill**  
32 **meeting the requirements of Section 9-03.12(2).**

33  
34 **END OF SECTION**

35  
36 **7-18 SIDE SEWERS**

37 **(\*\*\*\*\*)**

38  
39 **7-18.1 Description**

40 *This section is supplemented with the following:*

41  
42 The Contractor shall remove and replace existing side sewers as defined on the Plans  
43 and reconnect the existing side sewer. The location of the side sewer at the main is  
44 estimated based on a TV inspection of the main and may vary in either direction. The  
45 actual location at the point of reconnection is unknown.

46  
47 **7-18.3(1) General**

48 *This section is supplemented with the following:*

49  
50 The Contractor shall use solid wall PVC pipe meeting the requirements of Section 9-  
51 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 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, joint materials, bedding and backfill material, cleaning, air testing, end pipe marker, and any other items necessary for the completion of the installation, unless Proposal items are included for these specific items of Work.

The adaptor needed to convert from SDR 35 PVC to C900 PVC shall be included in the per linear foot price for "C900 PVC Sanitary Sewer Pipe 6 In. Diam.".

All costs associated with procuring and installing the gravity backwater valve at the 305 S Tacoma Way site shall be included in the "C900 PVC Sanitary Sewer Pipe 6 In. Diam." unit price.

### **END OF SECTION**

#### **7-19 SEWER CLEANOUTS**

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

##### **7-19.3 Construction Requirements**

*The third sentence of the first paragraph is deleted.*

*The fourth sentence of the third paragraph is deleted.*

*Supplement this section with the following:*

Unless otherwise specified by the City Inspector, cleanouts on sewer laterals shall be installed as follows:

- S. Seashore Alley – Extend lateral to right of way and install cleanout.
- Alley Between S Yakima Avenue & S G Street – Extend lateral to right of way and install cleanout.
- Melrose & Oakes Alley – Extend lateral to right of way and install cleanout.

- 1           • S. 27th Street Alley – Extend lateral to right of way and install cleanout.

2

3 **7-19.5 Payment**

4 *The third paragraph is revised to read:*

5

6           The unit Contract price for “Sewer Cleanout” shall be full pay for furnishing and placing  
7           the wye, pipe, pipe bends, pipe plug, castings, and concrete collar as specified herein  
8           and as shown on Standard Plan SU-24.

9

10 **END OF SECTION**

11

12

## **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

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

### **8-01.1 Description**

*This section is supplemented with the following:*

The City of Tacoma Stormwater Management Manual is available on the City's website at [www.cityoftacoma.org/stormwatermanual](http://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.
2. The Contractor shall sign and return the Transfer of Coverage form to the City.
3. The City will process the transfer and pay any associated transfer fees to the Washington State Department of Ecology.
4. Once the transfer is complete and a Notice to Proceed has been issued, the Contractor is responsible for performing all work in compliance with the permit and the plans and specifications.
5. The Contractor shall pay any renewal fees if the need for permit renewal is caused by contractor, otherwise the City will pay all renewal fees.
6. Upon Physical Completion of the Work the Contractor shall submit a Notice of Termination to the Washington State Department of Ecology and provide the City documentation that the termination is effective.

### **8-01.3(1)A Submittals**

*This section is revised to read:*

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

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

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

The Department of Ecology has prepared a SWPPP template that can be used for projects in the City of Tacoma. The template can be found on Ecology's website at:

<http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.

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

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

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

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

*This section is revised to read:*

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

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

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the TESC plan. Damaged or inadequate BMPs shall be corrected as needed to

1 assure continued performance of their intended function in accordance with  
2 BMP specifications and Permit requirements.

- 3 2. Performing monitoring as required by the NPDES Construction Stormwater  
4 General Permit.
- 5 3. Inspecting all on-site erosion and sediment control BMPs at least once every  
6 calendar week and within 24 hours of any discharge from the site. A SWPPP  
7 Inspection report or form shall be prepared for each inspection and shall be  
8 included in the SWPPP file. A copy of each SWPPP Inspection report or form  
9 shall be submitted to the Engineer no later than the end of the next working  
10 day following the inspection. The report or form shall include, but not be limited  
11 to the following:
  - 12 a. When, where, and how BMPs were installed, maintained, modified, and  
13 removed.
  - 14 b. Observations of BMP effectiveness and proper placement.
  - 15 c. Recommendations for improving future BMP performance with  
16 upgraded or replacement BMPs when inspections reveal SWPPP  
17 inadequacies.
  - 18 d. Approximate amount of precipitation since last inspection and when last  
19 inspection was performed.
- 20 4. Updating and maintaining a SWPPP file on site that includes, but is not limited  
21 to the following:
  - 22 a. SWPPP Inspection Reports or Forms.
  - 23 b. SWPPP narrative.
  - 24 c. National Pollutant Discharge Elimination System Construction  
25 Stormwater General Permit (Notice of Intent).
  - 26 d. All documentation and correspondence related to the NPDES  
27 Construction Stormwater General Permit.
  - 28 e. Other applicable permits.

29  
30 Upon request, the file shall be provided to the Engineer for review.

31  
32  
33 **8-01.3(8) Street Cleaning**

34 *The third paragraph is revised to read:*

35  
36 Street washing with water shall not be permitted.

37  
38 *This section is supplemented with the following:*

39  
40 The contractor shall remove debris on streets in areas of public traffic or where such  
41 debris may be transported into a drainage system. The contractor shall, at a minimum,  
42 remove on a daily basis any deposits or debris which may accumulate on the roadway  
43 surface. Should daily removal be insufficient to keep the streets clean, the Contractor  
44 shall perform removal operation on a more frequent basis.

45  
46 Should the contractor fail or refuse to clean the streets, the Engineer may order the  
47 work suspended at the Contractor's risk until compliance with Contractor's obligations  
48 are assured, or the Engineer may order the streets cleaned by others and such costs  
49 incurred by the City in achieving compliance with the contract requirements, including  
50 cleaning of the streets, shall be deducted from moneys due or to become due the  
51 Contractor on a 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.

#### **8-01.3(9) Sediment Control Barriers**

##### **8-01.3(9)D Inlet Protection**

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

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

*The section is supplemented with the following:*

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

##### **8-01.3(10) Wattles**

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

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

#### **8-01.4 Measurement**

##### **8-01.4(2) Item Bids**

*This section is supplemented with the following:*

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

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

#### **8-01.5 Payment**

##### **8-01.5(2) Item Bids**

*This section is supplemented with the following:*

"Stormwater Pollution Prevention Plan (SWPPP)", 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", lump sum.

The lump sum contract price for "NPDES Construction Stormwater General Permit" shall be full pay for all costs, including but not limited to, transfer of coverage, sampling,



monitoring, reporting, coordinating, inspecting, materials and labor, and all fees and any other expenses necessary to fully comply with the requirements of the Permit up to and including termination of the Permit and completion of the Work. The lump sum price shall also include all costs necessary to supply the City of Tacoma with all information as necessary to ensure compliance with the permit.

**END OF SECTION**

## 8-02 ROADSIDE RESTORATION

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

## 8-02.2 Materials

*Supplement this section with the following:*

Topsoil Type A Special Provisions 9-14.1(1)

### 8-02.3 Construction Requirements

*Supplement this section with the following:*

All disturbed landscaping and any roadside restoration, except for gravel restoration and those items identified under Removal of Structures and Obstructions, shall be paid using the Landscape Restoration Bid item.

### 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.

## 8-02.3(10) Fertilizers

*This section is supplemented with the following:*

Fertilizer shall be 10-10-10, applied at a rate recommended by the fertilizer manufacturer.

All fertilizers shall be furnished in standard unopened containers with weight, name of plant nutrients and manufacturer's certified statement of analysis clearly marked, in accordance with State and Federal law.

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

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

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

*This section is supplemented with the following:*

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

#### **8-02.3(16) Lawn Installation**

##### **8-02.3(16)A Lawn Installation**

*The second paragraph is revised to read:*

All seeding areas shall be seeded with the following mix:

Type of Seed	% by Weight
Lolium perenne var. Dasher 3/ Dasher 3 Perennial Ryegrass	35%
Lolium perenne var. Cutter II/ Cutter II Perennial Ryegrass	35%
Festuca rubra var. Garnet/ Garnet Creeping Red Fescue	15%
Festuca rubra ssp. fallax var. Windward/ Windward Chewings Fescue	15%

The rate of application shall be as recommended by the seed supplier.

*The third paragraph is supplemented with the following:*

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

March 1<sup>st</sup> – June 30<sup>th</sup>

September 1<sup>st</sup> - October 25

*The fifth paragraph is supplemented with the following:*

Topsoil shall be tilled to a depth of 8 inches.

##### **8-02.3(16)B Lawn Establishment**

*This section is supplemented with the following:*

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

#### **8-02.4 Measurement**

*Supplement this section with the following:*

“Landscape Restoration” shall be paid by force account per Section 1-09.6.

#### **8-02.5 Payment**

*Supplement this section with the following:*

“Landscape Restoration”, force account.

Restoring damaged vegetated areas within the Contractor work limits will be paid for by force account as specified in Section 1-09.6. To provide a common Proposal for all Bidders, the Contracting Agency has estimated the amount of force account for "Landscape Restoration" and has entered the amount in the Proposal to become a part of the total Bid by the Contractor. Areas damaged outside the general limits of the project shall be restored by the Contractor at no expense to the Contracting Agency.

Work elements will include, but not be limited to, topsoil, seeding, bark mulch, and replacing plants and shrubs.

"Landscape Restoration" also includes all labor, material, tools, and equipment necessary to satisfactorily complete restoration activities behind the back of walk/back of curb that are necessary but could not be foreseen prior to construction and are therefore not noted herein or on the Plans. "Landscape Restoration" shall only apply to those items of Work for which there is no Bid item provided in the Proposal.

#### **END OF SECTION**

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

#### **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.

Type "C" Mountable Cement Conc. Curb and Gutter shall be constructed with the same concrete mix as "Cement Conc. Pavement, \_\_\_\_-Inch Section", per Section 5-05.

*Section 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways is supplemented with the following:*

#### **8-04.3(1)C Integral Cement Concrete Curb**

When integral curb is being constructed with the pavement, fresh concrete for the integral curb shall be placed at such time as will enable the top section of the curb to be consolidated, finished, and bonded to the pavement slab while the concrete is plastic.

Where curb is not being placed integral with the pavement slab, reinforcing steel dowels shall be placed in the base section for the curb in accordance with the standard drawing.

*Section 8-04.3 Construction Requirements is supplemented with the following:*

#### **8-04.3(6) Cold Weather Work**

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

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

#### **8-04.4 Measurement**

*Supplement this section with the following:*

Pedestrian curb will not be measured for payment. All costs to construct pedestrian curbs shall be included in the curb ramp unit price.

#### **8-04.5 Payment**

*This section is supplemented with the following:*

“Type “C” Mountable Cement Conc. Curb and Gutter”, per linear foot.

### **END OF SECTION**

## **8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES**

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

#### **8-06.1 Description**

*Supplement this section with the following:*

This work also includes installing cement concrete approaches at alley and driveway entrances.

#### **8-06.3 Construction Requirements**

*The first paragraph is revised to read:*

Cement concrete driveway and/or alley approaches shall be constructed with Class 4000, 3 Day air entrained concrete conforming to the requirement of Section 6-02 of the Standard Specifications.

*This section is supplemented with the following sub-sections:*

#### **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.

1       **8-06.3(2) Detectable Warning Surface**

2  
3       The detectable warning surface shall be located as shown in the Plans. Placement of  
4       the detectable warning surface shall be in accordance with the manufacturer's  
5       recommendation for placement in fresh concrete, before the concrete has reached  
6       initial set, or on a hardened cement concrete surface or asphalt pavement surface.

7  
8       Vertical edges of the detectable warning surface shall be flush with the adjoining  
9       surface to the extent possible (not more than ¼ inch above the surface of the  
10      pavement) after installation.

11  
12      Embossing or stamping the wet concrete to achieve the truncated dome pattern or  
13      using a mold into which a catalyst-hardened material is applied shall not be allowed.

14  
15      **8-06.4 Measurement**

16      *Supplement this section with the following:*

17  
18      "Commercial Cement Conc. Alley/Driveway Entrance, 3-Day" shall be measured per  
19      square yard.

20  
21      "Residential Cement Conc. Driveway Entrance, 3-Day" shall be measured per square  
22      yard.

23  
24      Construction of driveway entrances shall include the installation of underground  
25      conduit per City of Tacoma Standard plans SU-07 through SU-09.

26  
27      **8-06.5 Payment**

28      *The third paragraph is revised to read:*

29  
30          "Commercial Cement Conc. Alley/Driveway Entrance, 3-Day", per square yard.

31  
32          "Residential Cement Conc. Driveway Entrance, 3-Day", per square yard.

33  
34      The unit bid price in the Proposal will be full compensation for the costs of all labor,  
35      tools, materials, and equipment necessary to construct each driveway/alley entrance,  
36      including installation of conduit as specified above. Excavation required for the  
37      construction of the driveway entrance shall be paid for under the unit Contract price  
38      for "Roadway Excavation, Incl. Haul" when included in the Proposal. Otherwise, the  
39      Contractor shall include all costs associated with excavating, including haul and  
40      disposal, regardless of the depth in the unit Contract price for "Commercial Cement  
41      Conc. Alley/Driveway Entrance, 3-Day" or "Residential Cement Conc. Driveway  
42      Entrance, 3-Day", per square yard".

43  
44      Installation of detectable warning surface, where specified on the Plans, shall be  
45      included in the alley and/or driveway entrance unit price and will not be measured for  
46      separate payment.

47  
48                                   **END OF SECTION**

1  
2 **8-14 CEMENT CONCRETE SIDEWALKS**

3 **(\*\*\*\*\*)**

4  
5 **8-14.3 Construction Requirements**

6 *Supplement this section with the following:*

7  
8 The sidewalk above the storm pipe through concrete curb at the Yakima Ave Alley / S  
9 7<sup>th</sup> Street intersection will be constructed per Tacoma Standard Plan No. SU-29.

10  
11 **8-14.3(4) Curing**

12 *The second sentence is revised to read:*

13  
14 Curing shall be in accordance with Section 5-05.3(13).

15  
16 *Section 8-14 is supplemented with the following:*

17  
18 **8-14.3(20) Cold Weather Work**

19  
20 The following additional requirements for placing concrete shall be in effect from  
21 November 1 to April 1:

- 22  
23
  - 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  
26 concrete shall be placed until the ground is completely thawed. At that time, the  
27 forms shall be adjusted and subgrade repaired as determined by the Engineer.

28  
29 **8-14.3(21) Thickened Edge for Sidewalk**

30  
31 Thickened edge shall be constructed in accordance with the standard plan.

32  
33 **8-14.5 Payment**

34 *The pay item "Cement Conc. Sidewalk" is supplemented with the following:*

35  
36 All additional costs related to the construction of thickened edges shall be included in  
37 the unit contract cost for "Cement Conc. Sidewalk".

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

40  
41 Excavation required for the construction of the sidewalk shall be paid for under the unit  
42 contract price for "Roadway Excavation, Incl. Haul" when included in the proposal.  
43 Otherwise, the Contractor shall include all costs associated with excavating, including  
44 haul and disposal, regardless of the depth in the unit contract price for "Cement Conc.  
45 Sidewalk".

46  
47 *Supplement this section with the following:*

48  
49 All costs associated with the additional sidewalk work over the storm pipe through  
50 concrete curb, including additional excavation, welded wire fabric, and

1 protecting/supporting the existing pipe will be included in "Cement Conc. Sidewalk"  
2 and will not be measured for separate payment.

3  
4 **END OF SECTION**

5  
6 **8-22 PAVEMENT MARKING**

7 **(\*\*\*\*\*)**

8  
9 Contractor shall replace in-kind any pavement markings that are removed or disturbed  
10 during construction.

11  
12 **8-22.4 Measurement**

13 *Supplement this section with the following:*

14  
15 No specific unit of measurement will be applied to the lump sum Bid item "Pavement  
16 Markings".

17  
18 Removing pavement markings as necessary to complete the Work will not be  
19 measured for payment.

20  
21 **8-22.5 Payment**

22 *This section is supplemented with the following:*

23  
24 "Pavement Markings", lump sum.

25  
26 The lump sum price in the Proposal shall be full compensation for all labor, tools,  
27 equipment, and materials necessary, or incidental to, restoring all pavement markings  
28 in-kind, including RPMs, that have been removed or disturbed during construction.  
29 Work elements may include, but not be limited to, referencing and recording pavement  
30 marking locations prior to demolition; coordinating with the City Construction Inspector  
31 to lay out new pavement markings; installing the pavement markings; and general  
32 cleanup.

33  
34 **END OF SECTION**  
35

2 **9-03 AGGREGATES**

3 **(\*\*\*\*\*)**

5 **9-03.1 Aggregates for Portland Cement Concrete**

7 **9-03.1(1) General Requirements**

8 **(June 16, 2016 Tacoma GSP)**

9 *The seventh paragraph is deleted*

14 **9-03.21 Recycled Material**

16 **9-03.21(1) General Requirements**

17 **(Jun 16, 2016 Tacoma GSP)**

18 *This section is supplemented with the following:*

20 Recycled materials will only be permitted upon approval of the Engineer. Recycled  
21 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,  
22 and extra excavation area backfill material.

24 **END OF SECTION**

26 **9-14 EROSION CONTROL AND ROADSIDE PLANTING**

27 **(\*\*\*\*\*)**

29 **9-14.1(1) Topsoil Type A**

31 *Supplement this section with the following:*

33 Topsoil Type A shall be a mixture of 50% pure compost, and 50% sand, sandy loam,  
34 or silty sand. The compost shall be fully composted and mature organic materials. No  
35 fresh sawdust or other fresh wood by-products shall be added to extend the volume  
36 after the composting process.

38 Chemical/physical characteristics shall comply with the following:

40	Screen Size (approx. Particle size)	7/16" maximum
41	Total Nitrogen	.25% minimum
42	Organic Matter	10% minimum
43	pH Range	5.5-7.5
44	Conductivity	5 mmhos/cm maximum

46 Compost shall be 98% minimum material derived from the aerobic decomposition of  
47 recycle plant waste and/or secondary sewage treatment. It shall be free of viable  
48 weeds and other plant propagules and shall have a moisture content that has no visible  
49 free water or dust produced when handling the material.

51 Contractor shall provide a complete analysis of the Topsoil Type A, with a (1) cubic  
52 foot sample for review and approval.

54 **END OF SECTION**  
55 **END OF SPECIAL PROVISIONS**



**APPENDIX A**

**CITY OF TACOMA**

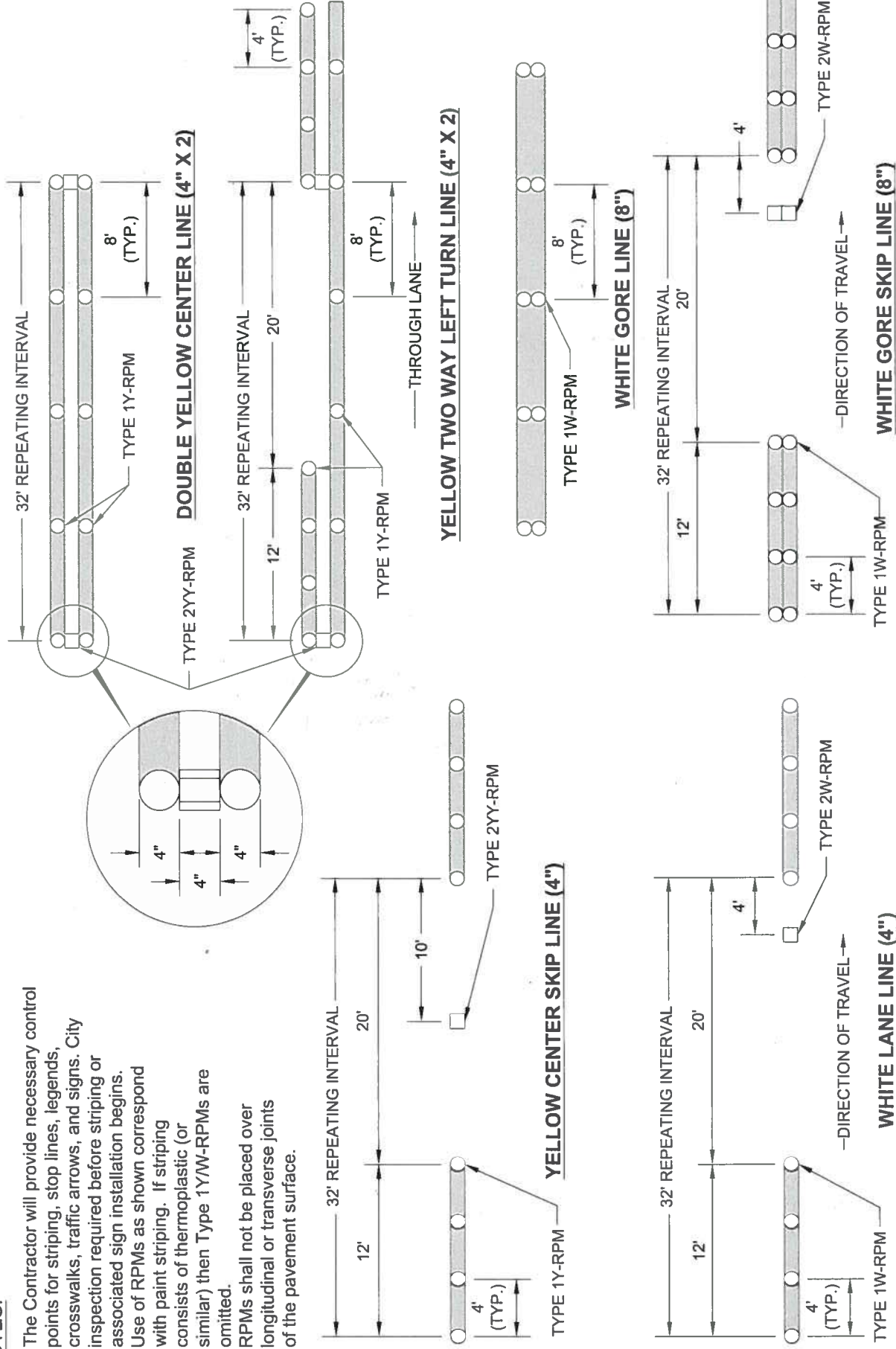
**AND**

**WSDOT STANDARD PLANS**



**NOTES:**

1. The Contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. City inspection required before striping or associated sign installation begins.
2. Use of RPMs as shown correspond with paint striping. If striping consists of thermoplastic (or similar) then Type 1YW-RPMs are omitted.
3. RPMs shall not be placed over longitudinal or transverse joints of the pavement surface.



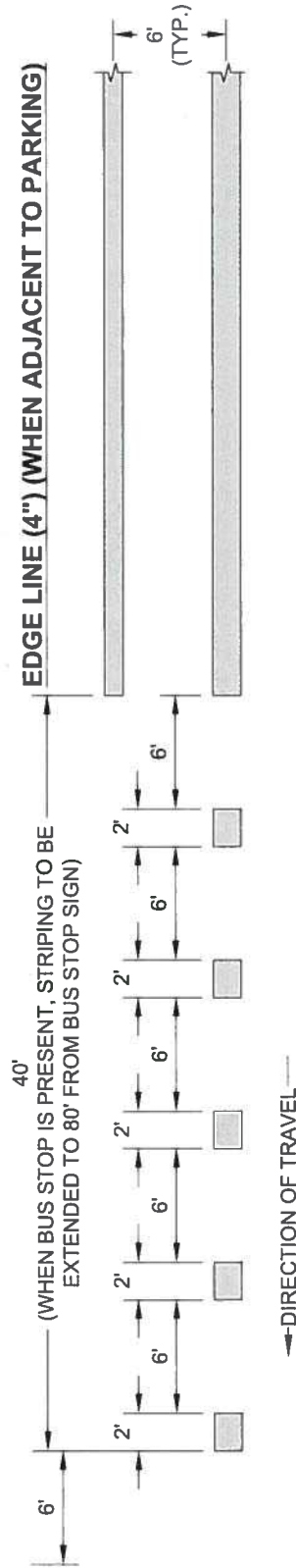
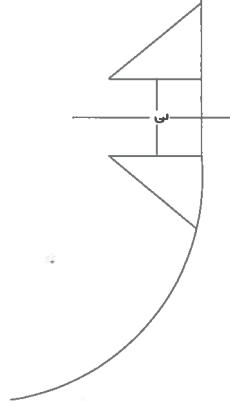
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<p><b>DATE</b> <i>7/4/12</i></p>	<p><b>STATE OF WASHINGTON</b></p> <p><b>REGISTERED PROFESSIONAL ENGINEER</b></p> <p><b>KURTIS DEAN KINGSOLVER</b></p> <p><b>NO. 11229</b></p>	<p><b>ENVIRONMENTAL SERVICES</b> <i>NA</i></p> <p><b>TACOMA WATER</b></p>

**NOTE:**

1. The Contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. City inspection required before striping or associated sign installation begins.



EXAMPLE APPLICATIONS OF DOTTED EXTENSION LINE



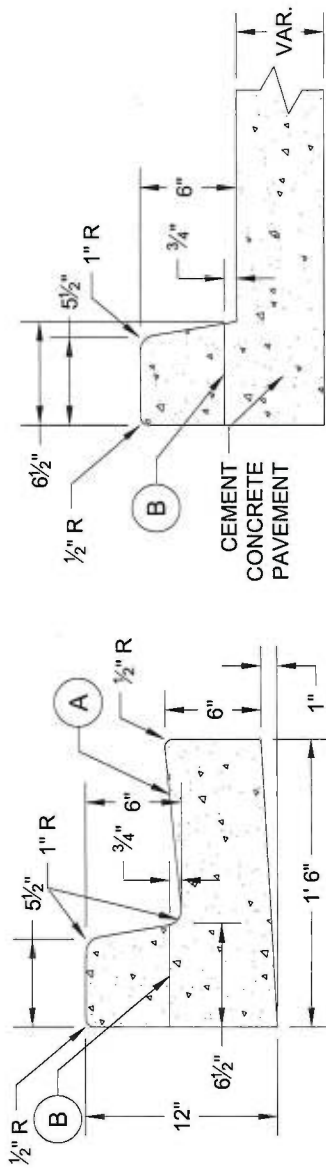
BIKE LANE SKIP LINE (6")

BIKE LANE LINE (6")

<p><b>REVIEWED BY</b> <i>DCS</i></p> <p>PUBLIC WORKS <i>NA</i></p> <p>TACOMA POWER</p>	<p><b>ENVIRONMENTAL SERVICES</b></p> <p><i>NA</i></p> <p>TACOMA WATER</p>	<p><b>APPROVED FOR PUBLICATION</b></p> <p><i>[Signature]</i></p> <p>CITY ENGINEER</p>	<p><b>CITY OF TACOMA</b></p> <p><b>LONGITUDINAL PAVEMENT MARKINGS</b></p> <p>STANDARD PLAN NO. CH-03B</p>
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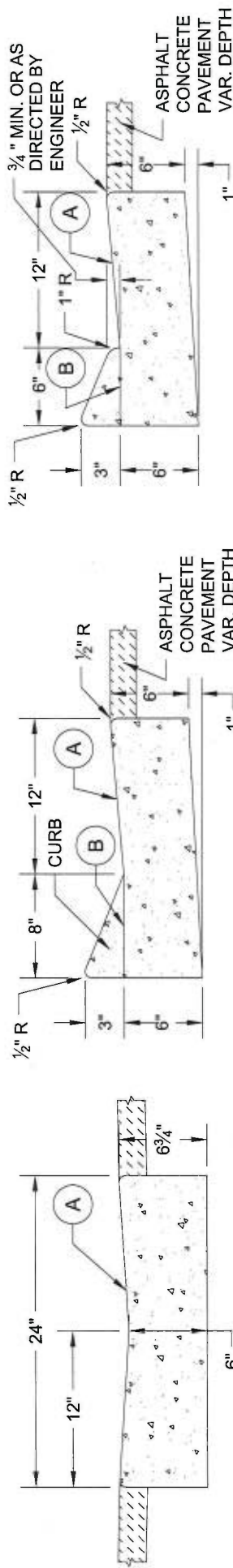
When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.

- B Flush with gutter pan at curb ramp entrance or  $\frac{3}{4}$ " vertical lip at driveway entrance.



**CEMENT CONCRETE TRAFFIC**  
**CURB & GUTTER**

## INTEGRAL CEMENT CONCRETE TRAFFIC CURB



**CEMENT CONCRETE  
VALLEY GUTTER**

**TYPE "C" MOUNTABLE  
CEMENT CONCRETE CURB & GUTTER**

**TYPE "D" MOUNTABLE**  
**CEMENT CONCRETE CURB & GUTTER**

1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.

1. 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.
2. All joints shall be saw cut full depth prior to restoration and  $\frac{3}{8}$ " expansion joint installed.
3. 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.
6. Unsuitable foundation shall be replaced with  $\frac{5}{8}$ " crushed surfacing top course.
- 7.



REVIEWED BY  
GMS

PUBLIC WORKS ENVIRONMENTAL SERVICES

TACOMA POWER TACOMA WATER

**APPROVED FOR PUBLICATION**

CITY OF TACOMA

## CEMENT CONCRETE CURB AND GUTTER

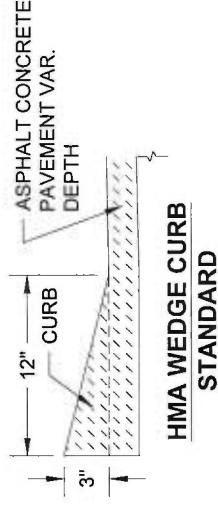
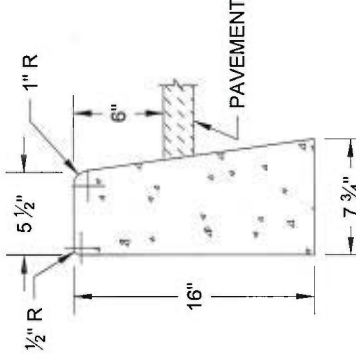
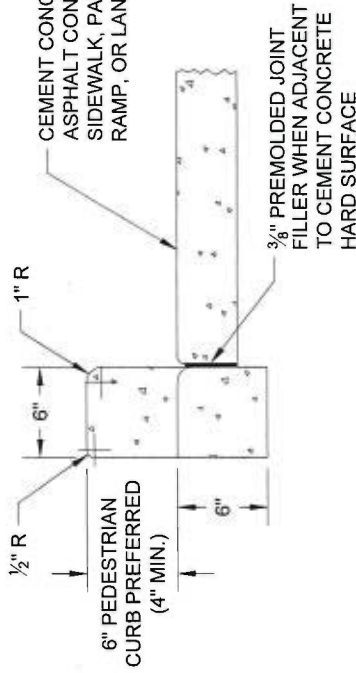
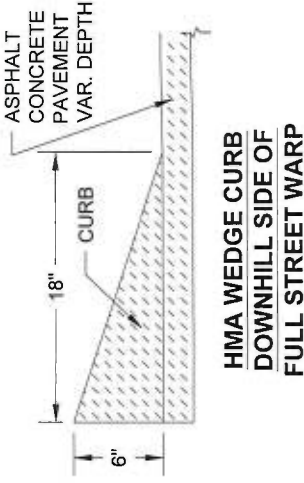
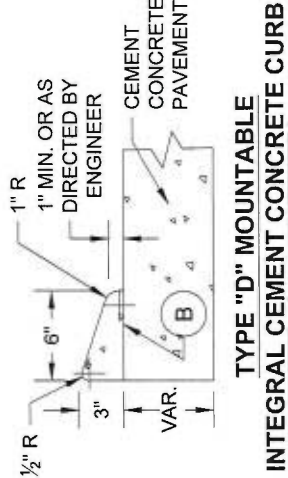
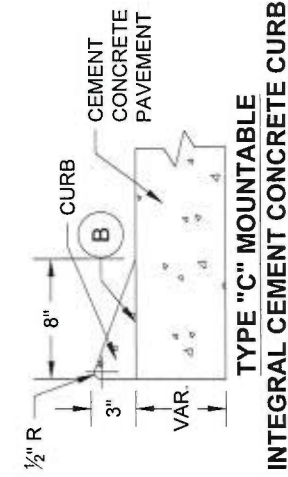
STANDARD PLAN NO. SU-03

CITY ENGINEER

DATE \_\_\_\_\_

**NOTE:**

- (B) Flush with gutter pan at curb ramp entrance or  $\frac{3}{4}$ " vertical lip at driveway entrance.



**CEMENT CONCRETE PEDESTRIAN CURB**

**CEMENT CONCRETE TRAFFIC CURB**

**NOTES:**

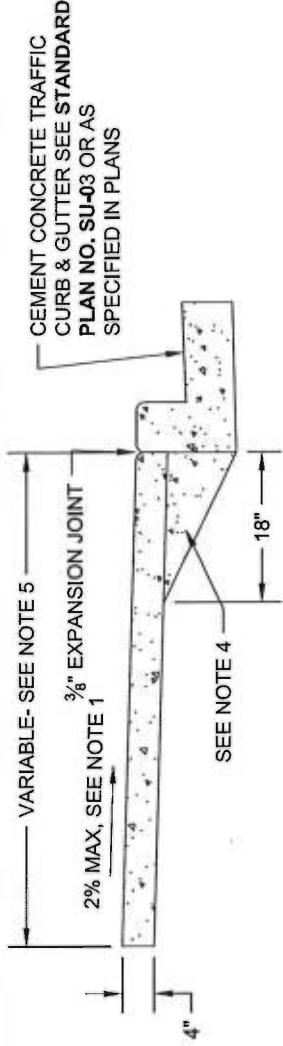
1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
3. All joints shall be saw cut full depth prior to restoration and  $\frac{3}{8}$ " expansion joint installed.
4. Concrete finish shall match existing.
5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Foundations shall be fully compacted prior to form placement.
7. Unsuitable foundation shall be replaced with  $\frac{5}{8}$ " crushed surfacing top course.

<p><b>REVIEWED BY</b> <b>GMS</b></p> <p><b>PUBLIC WORKS</b></p> <p><b>TACOMA POWER</b></p>	<p><b>ENVIRONMENTAL SERVICES</b></p> <p><b>N/A</b></p> <p><b>TACOMA WATER</b></p>	<p><b>APPROVED FOR PUBLICATION</b></p> <p><b>CITY ENGINEER</b></p> <p><b>DATE</b></p> <p><b>8/16/14</b></p>	<p><b>CITY OF TACOMA</b></p> <p><b>CEMENT CONCRETE CURB AND GUTTER AND ASPHALT WEDGE CURB</b></p> <p><b>STANDARD PLAN NO. SU-03A</b></p>
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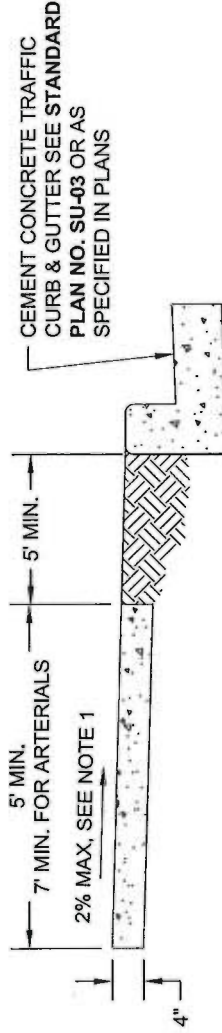


# NOTES:

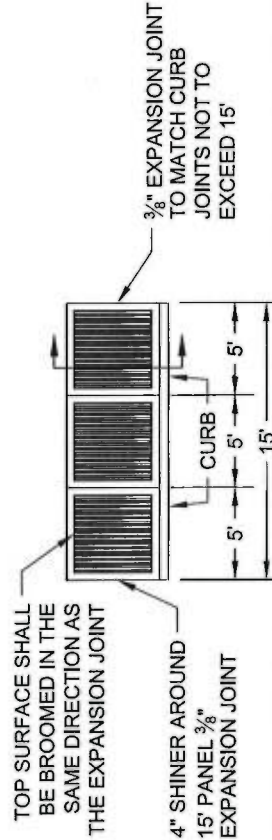
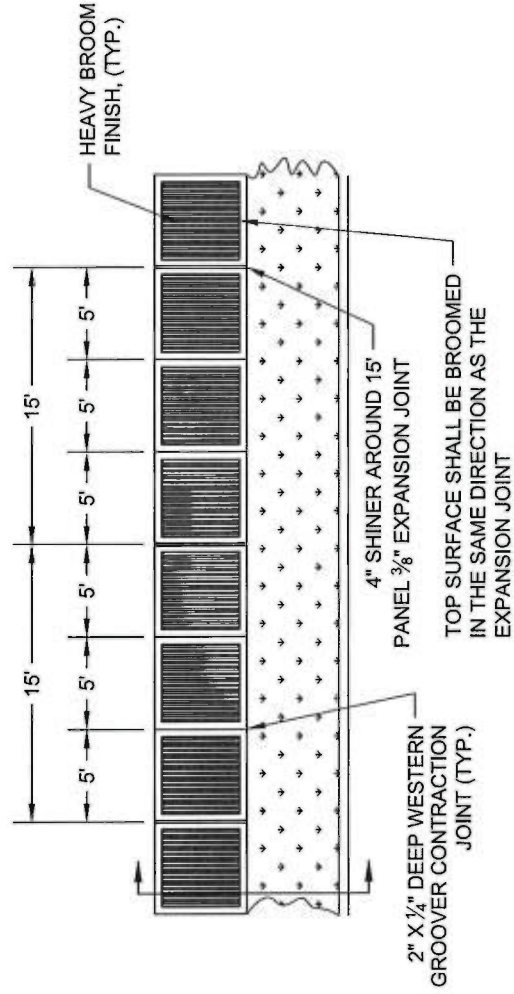
1. Sidewalks shall be designed and constructed in accordance with 2010 ADA Standards, 28 CFR, Part 35 and as supplemented by the Public Right of Way Accessibility Guidelines (PROWAG). City of Tacoma prefers sidewalk cross slopes to be designed to a maximum of 1.5% and a minimum of 1.0%.
2. When placing walk adjacent to existing curb and gutter, curb and gutter will be repaired as necessary before placing concrete forms for walk.
3. Staking is required where no curb is present.
4. Thickened edge shall be constructed using cement concrete on all radii. All other locations shall be backfilled and compacted.
5. Combination walk shall be 7' min. on all commercial sites and arterial streets. Combination walk shall be a minimum of 5' on non arterial streets. Dimensions are from back of curb to back of walk. See contract plans for width and placement of sidewalk.
6. All expansion joints shall be full depth with  $\frac{3}{8}$ " premolded joint filler.
7. All joints shall be cleaned and edged. External edges shall be  $\frac{1}{2}$ " radius. Internal joints shall be  $\frac{1}{4}$ " radius.
8. All soft and yielding foundation material shall be removed and replaced with crushed surfacing top course (CSTC) per Section 9-03.9(3) of the WSDOT Standard Specifications.
9. All sidewalk shall be replaced to the nearest expansion or contraction joint. All joints shall be saw cut full depth prior to restoration and  $\frac{3}{8}$ " expansion joint installed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
10. For sidewalks within the North Slope Historical District area use Standard Plan HD-NS03. See Standard Plan HD-NS01 for North Slope Historic District site map.



SECTION DETAIL A-A



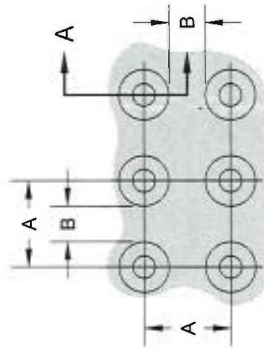
SECTION DETAIL B-B



<p>REVIEWED BY</p> <p>DCS</p> <p>PUBLIC WORKS</p> <p>TACOMA POWER</p>	<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i></p> <p>CITY ENGINEER</p>	<p>CITY OF TACOMA</p> <p>CEMENT CONCRETE SIDEWALK</p> <p>STANDARD PLAN NO. SU-04</p>
<p>ENVIRONMENTAL SERVICES</p> <p>TACOMA WATER</p>	<p>DATE</p> <p>4/25/19</p>	<p>DATE</p> <p>4/25/19</p>

# NOTES:

1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares) or the turning area.
2. The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.
3. See **Standard Plans SU-04** through **SU-05F** for sidewalk and curb ramp details.
4. If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.
5. The Detectable Warning Pattern shall be installed using Vanguard ADA Systems, ADA Solutions, or Armor-Tile "Cast in Place Systems," manufactured by Engineering Plastics Inc., or approved equal. Concrete shall be blocked out as required for the installation of the Detectable Warning Pattern material.
6. The Detectable Warning Pattern area shall be yellow and shall match the color of Federal Standard 595a, color number 33538.
7. See **Standard Plan SU-05H** for Detectable Warning Surface placement guidelines.



**TRUNCATED DOME DETAILS**  
TRUNCATED DOME SPACING

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

**SECTION DETAIL A-A**  
TRUNCATED DOME

**DCS** PUBLIC WORKS  
**NA** TACOMA POWER  
**GMS** ENVIRONMENTAL SERVICES  
**NA** TACOMA WATER



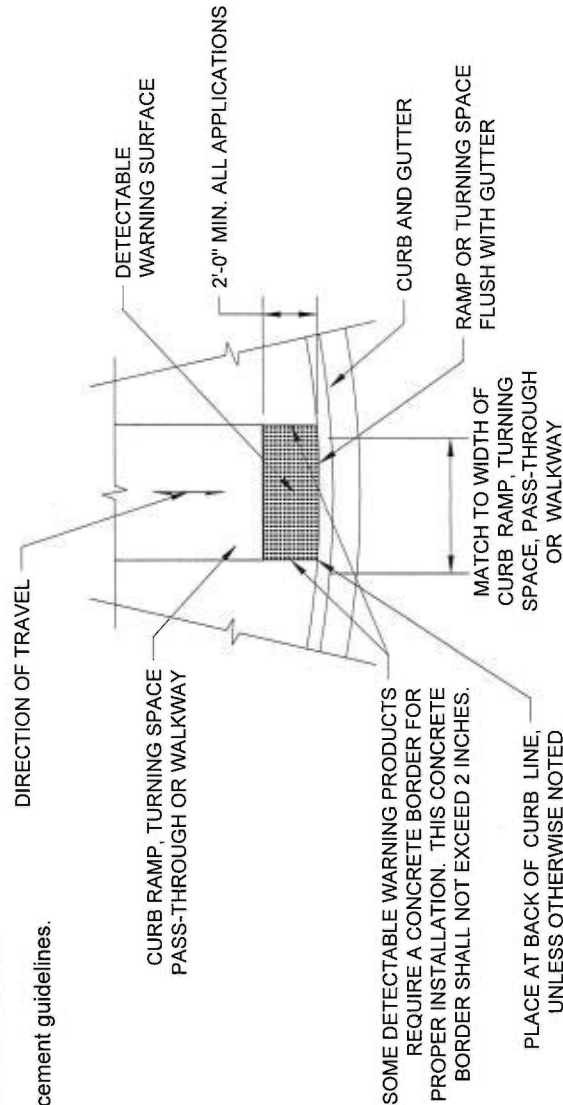
APPROVED FOR PUBLICATION

CITY ENGINEER  
 DATE **8/16/16**

CITY OF TACOMA

DETECTABLE WARNING SURFACE  
DETAILS

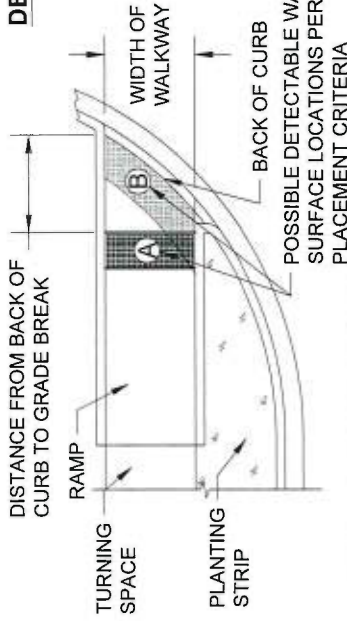
STANDARD PLAN NO. SU-05G



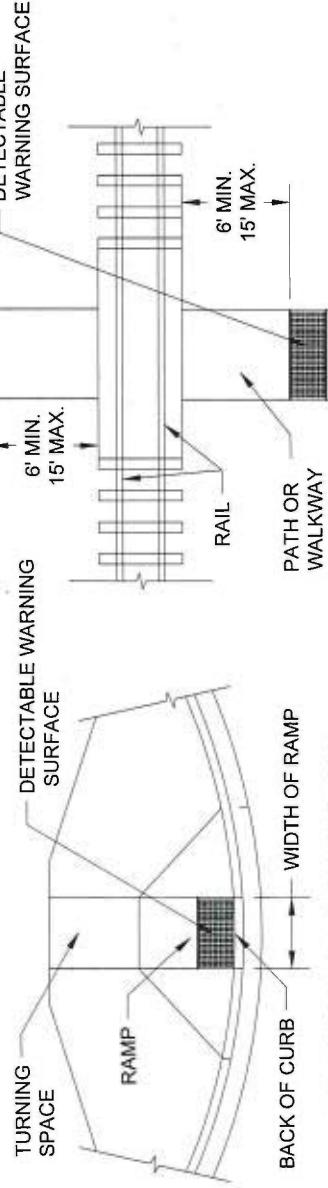
**DETECTABLE WARNING SURFACE DETAIL**



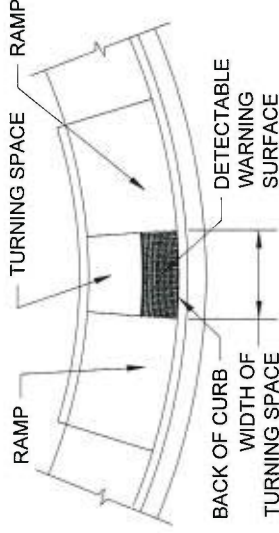
# **DETECTABLE WARNING PLACEMENT CRITERIA FOR SINGLE DIRECTIONAL CURB RAMP**



## **SINGLE DIRECTION CURB RAMP**



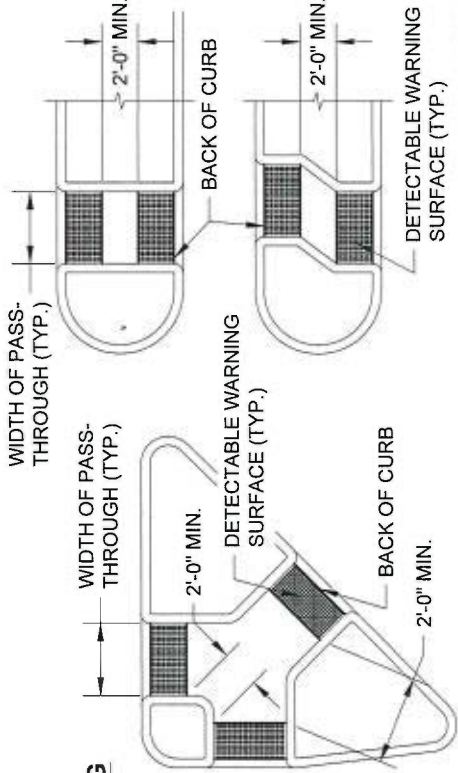
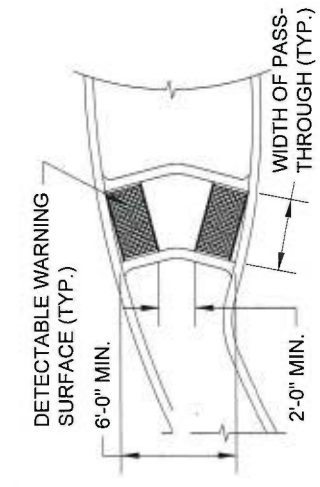
## **PERPENDICULAR CURB RAMP (SEE SU-05A AND SU-05B)**



## **PARALLEL CURB RAMP (SEE SU-05C, SU-05D, AND SU-05E)**



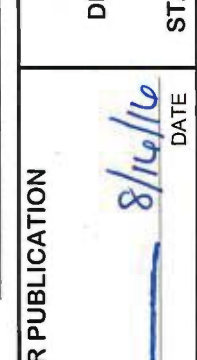
## **PEDESTRIAN RAILROAD CROSSING**



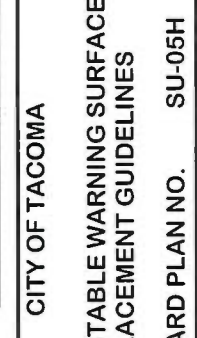
## **ROUNDABOUT SPLITTER ISLAND**



## **ISLAND PASS-THROUGH**



## **MEDIAN PASS-THROUGH**



### **NOTES:**

1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares) or the turning space.
2. The edge of the Detectable Warning Surface shall be placed along the back of the curb line unless otherwise noted.
3. The Detectable Warning Surface shall be within 2" (max.) of the edge of the ramp.
4. The rows of truncated domes in the Detectable Warning Surface shall be parallel with the direction of travel.
5. See Standard Plans for sidewalk and curb ramp details.
6. If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.
7. The Detectable Warning Pattern shall be installed using Vanguard ADA Systems, or Armor-Tile "Cast in Place Systems" as manufactured by Engineering Plastics Inc., or approved equal. Concrete shall be blocked out as required for the installation of the Detectable Warning Pattern material. See **Standard Plan SU-05G** for additional information.
8. The Detectable Warning Pattern area shall be yellow and shall match the color of Federal Standard 595a, Color Number 33538 unless otherwise noted.

REVIEWED BY **GMS**

PUBLIC WORKS  
ENVIRONMENTAL SERVICES  
NA

TACOMA POWER  
TACOMA WATER

APPROVED FOR PUBLICATION

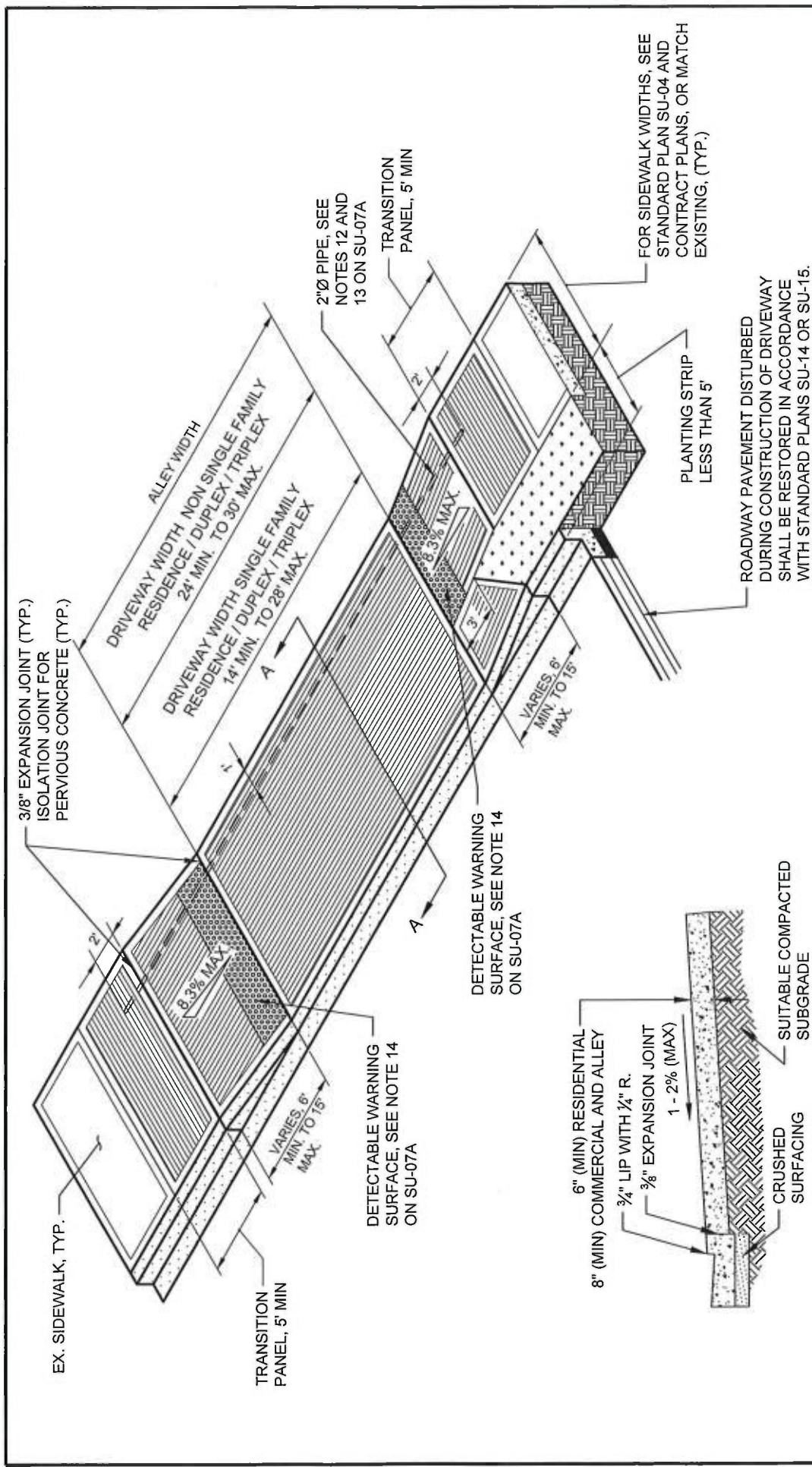


CITY ENGINEER  
DATE **8/16/16**

CITY OF TACOMA

DETECTABLE WARNING SURFACE  
PLACEMENT GUIDELINES

STANDARD PLAN NO. SU-05H



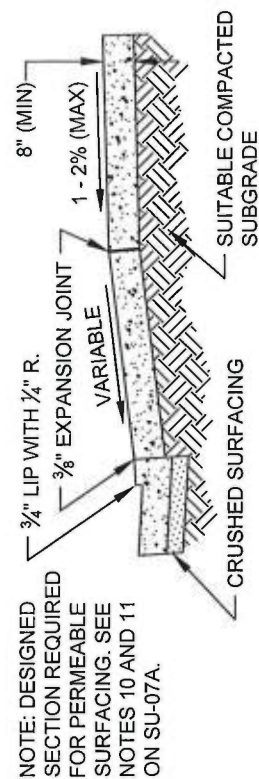
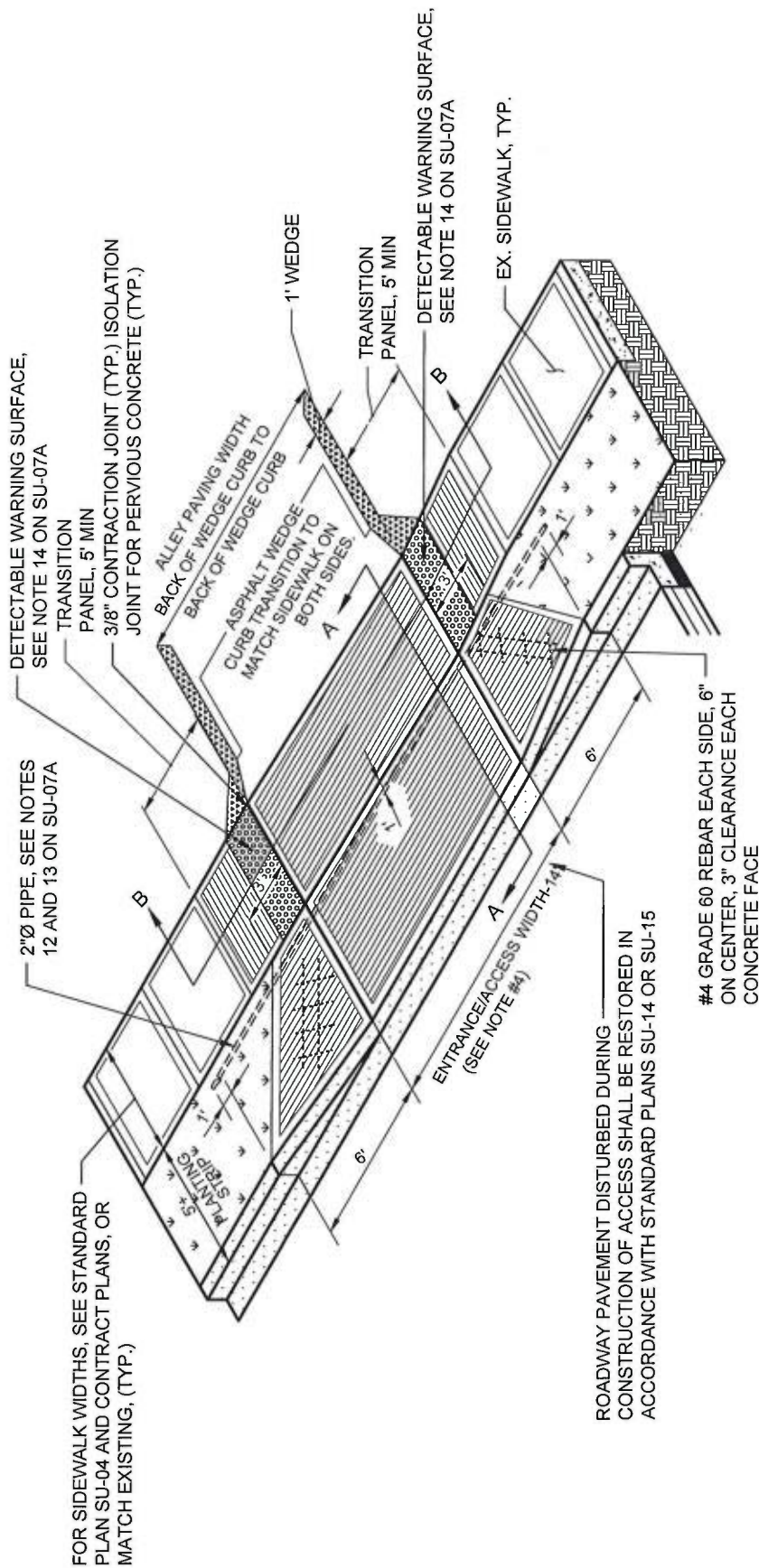
NOTE: DESIGNED SECTION REQUIRED FOR PERMEABLE  
SURFACING. SEE NOTES 10 AND 11 ON SU-07A.

**STANDARD CONCRETE SECTION DETAIL A-A**

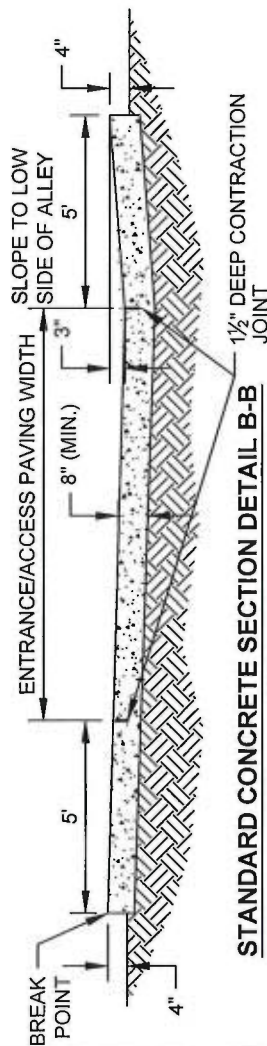
NTS

<p>REVIEWED BY <i>gms</i></p> <p>PUBLIC WORKS <i>N/A</i></p> <p>TACOMA POWER</p>	<p>ENVIRONMENTAL SERVICES</p> <p>TACOMA WATER</p>		<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i> 8/22/17</p> <p>CITY ENGINEER</p> <p>DATE</p>	<p>CITY OF TACOMA</p> <p>CEMENT CONCRETE DRIVEWAY ENTRANCE AND ACCESS TYPE 2</p> <p>STANDARD PLAN NO. SU-08</p>
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NOTE: DESIGNED SECTION REQUIRED FOR PERMEABLE SURFACING. SEE NOTES 10 AND 11 ON SU-07A.



STANDARD CONCRETE SECTION DETAIL A-A

STANDARD CONCRETE SECTION DETAIL B-B



APPROVED FOR PUBLICATION

CITY ENGINEER  
DATE 8/22/17

REVIEWED BY  
PUBLIC WORKS  
TACOMA POWER  
ENVIRONMENTAL SERVICES  
TACOMA WATER

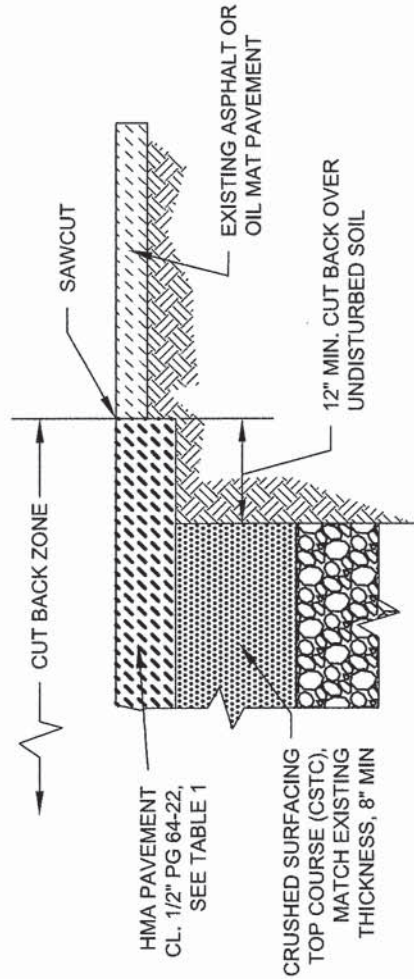
CITY OF TACOMA  
CEMENT CONCRETE DRIVEWAY  
ENTRANCE AND ACCESS  
TYPE 3  
STANDARD PLAN NO. SU-09

# NOTES

1. This Standard Plan shall only apply to streets that are exempt from the City of Tacoma's Restoration Policy. See Standard Plan SU-15A for any streets not exempt from this policy.
2. Temporary Surface Restoration:  
Arterials, industrial areas and/or roads with bus traffic: Temporary patches shall be compacted and leveled to a minimum of 3-inches of hot-mix asphalt (HMA).
3. Residentials and alleys: Temporary patches shall be compacted and leveled to a minimum of 2-inches of either HMA or cold-mix asphalt. Temporary patches between October 1st and March 31st shall be made with HMA unless otherwise approved.
4. All permanent final patches shall be rectangular in shape and constructed parallel and perpendicular to the road centerline.
5. Where existing pavement defects are in close proximity to the new cut, the inspector may require additional pavement removal to eliminate the pavement defect.
6. The final cut edge of paved surfaces shall be smooth and straight, consistent with grinding or saw cutting devices. No jagged, broken or undermined edges are allowed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
7. Final compaction of HMA shall be 91% of maximum density. Testing shall be performed by a certified independent testing laboratory or certified tester, as approved by the City's Construction Division. Tests shall be completed and reports identifying the project number submitted to the City Construction Division within 48 hours of test.
8. All joints between the new and original asphalt pavement shall be sealed with hot asphalt or asphalt emulsion and covered with dry paving sand before the asphalt solidifies. Existing surfaces shall be prepared in accordance with WSDOT Standard Specification 5-04.3(5)A prior to placing any new pavement surfaces.
9. HMA pavement shall not be placed over CDF until approved by the City.
9. If remaining pavement adjacent to the patch is less than 3' wide, remove and replace with asphalt concrete pavement to match existing (minimum 2").

TABLE 1

PAVEMENT REPLACEMENT DEPTH IN CUT BACK ZONE		
	MIN.	MAX.
ARTERIALS, INDUSTRIAL AREAS & ROADS WITH BUS TRAFFIC	MATCH EXISTING +1", OR 4", WHICHEVER IS GREATER	6"
RESIDENTIALS AND ALLEYS	MATCH EXISTING +1", OR 3", WHICHEVER IS GREATER	4"



APPROVED FOR PUBLICATION

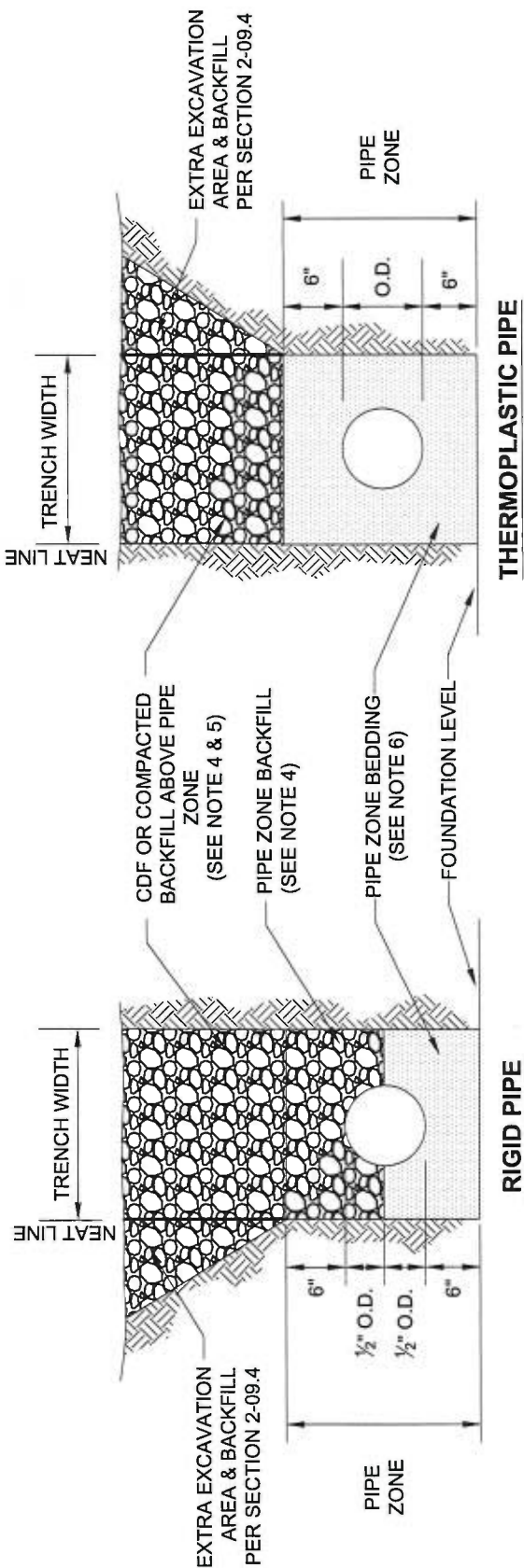
*Robert Seely* 7/17/09  
CITY ENGINEER DATE

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

TYPICAL PAVEMENT RESTORATION  
FOR ASPHALT CONCRETE/OIL MAT  
PAVEMENT

STANDARD PLAN NO. SU-15B





#### NOTES:

1. Provide uniform support under barrel and provide pockets in bedding for pipe bells.
2. Hand tamp under haunches.
3. Trench width shall be as specified in Section 2-09.4 of the WSDOT Standard Specifications.
4. Pipe zone backfill and backfill above pipe zone shall meet the material requirements of WSDOT Standard Specification Section 9-03.12(2) for gravel backfill for walls.
5. All trenches shall be compacted in accordance with SU-28.
6. Pipe zone bedding shall meet the material requirements of WSDOT Standard Specification Section 9-03.9(3) for crushed surfacing top course.

REVIEWED BY **GMS**

PUBLIC WORKS ENVIRONMENTAL SERVICES

N/A

TACOMA POWER TACOMA WATER

APPROVED FOR PUBLICATION



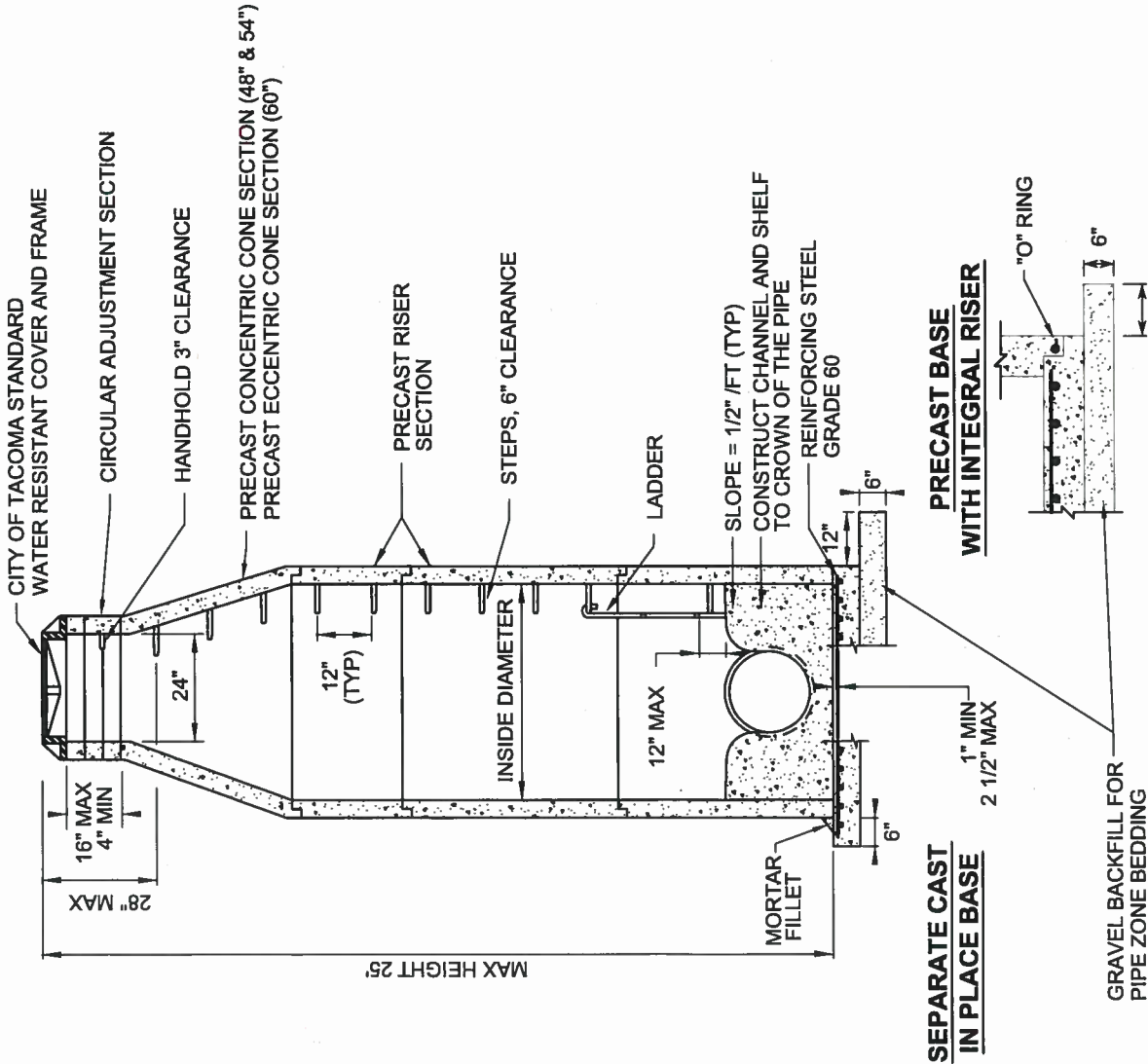
*[Signature]*  
CITY ENGINEER

DATE

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

STANDARD PLAN NO.

SU-16



**NOTES:**

1. For details showing grade ring, ladder, steps, handholds and top slabs, see Standard Plan No. SU-21.
2. Non-reinforced concrete in channel and shelf shall be Class 3000. All precast concrete shall be Class 4000.
3. Rubber gaskets shall be used in tongue and groove joints of pre-cast sections.
4. A flexible pipe-to-manhole connector shall be employed in all connections of rigid and flexible pipes to new precast concrete manholes. The connector shall be "Kor-N-Seal" with "Wedge Korband" manufactured by NPC, Inc., or approved equal.
5. Base reinforcing steel shall be per manufacturer's recommendation.

MANHOLE DIMENSION TABLE				
INSIDE DIAMETER	MINIMUM WALL THICKNESS	MINIMUM BASE THICKNESS	MAXIMUM HOLE SIZE	MINIMUM DISTANCE BETWEEN HOLES
48"	4"	6"	36"	8"
54"	4 1/2"	8"	42"	8"
60"	5"	8"	48"	8"

**SEPARATE PRECAST BASE**

APPROVED FOR PUBLICATION

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

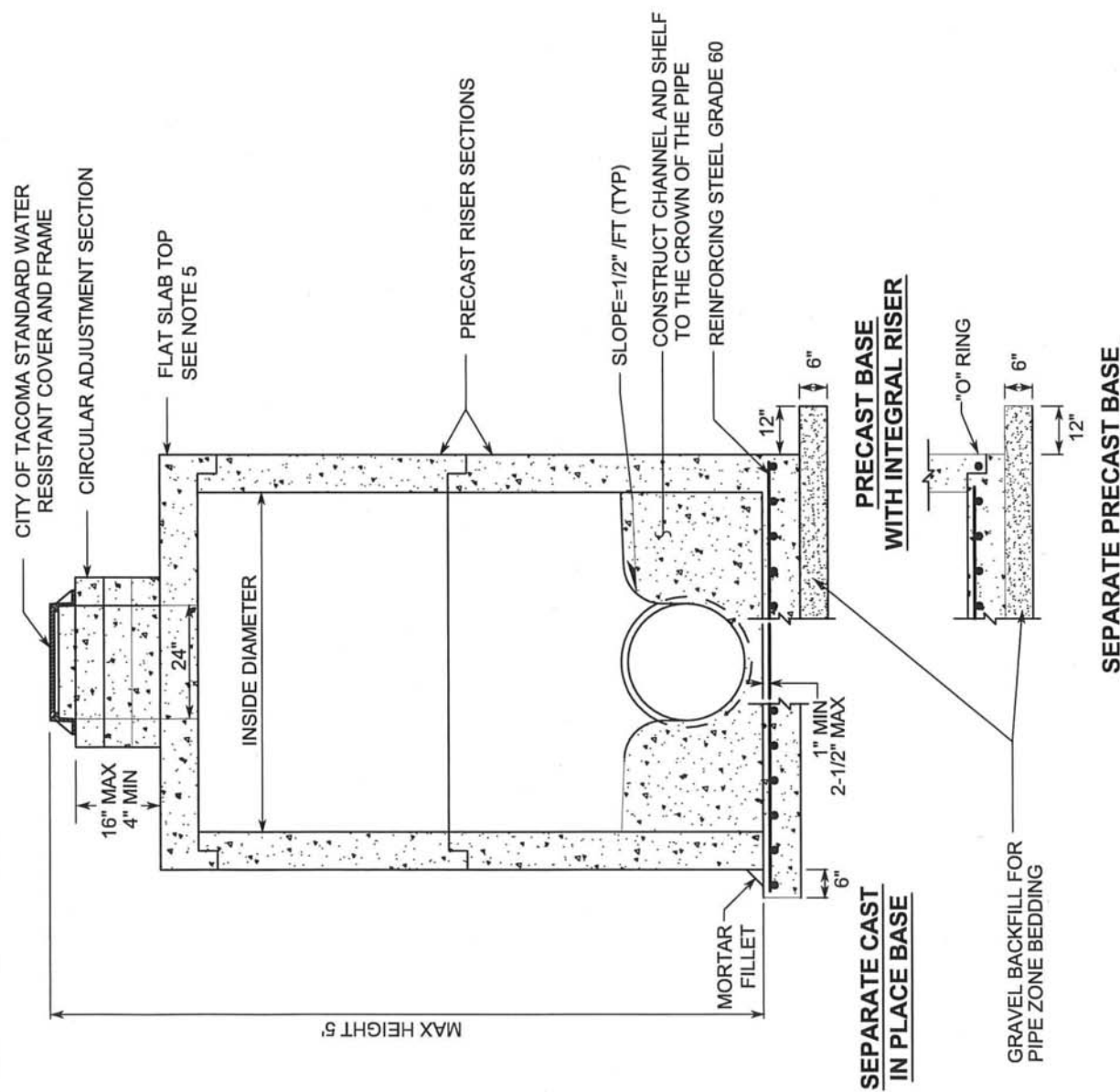
MANHOLE-TYPE 1  
48" , 54" AND 60"

CITY ENGINEER

DATE

STANDARD PLAN NO.

SU-17



**NOTES:**

1. For details showing grade ring and top slabs, see Standard Plan No. SU-21.
2. Non-reinforced concrete in channel and shelf shall be Class 3000. All precast concrete shall be Class 4000.
3. Rubber gaskets shall be used in tongue and groove joints of pre-cast sections.
4. A flexible pipe-to-manhole connector shall be employed in all connections of rigid and flexible pipes to new precast concrete manholes. The connector shall be "Kor-N-Seal" with "Wedge Korbond" manufactured by NPC, Inc., or approved equal.
5. Manholes shall have the access hole centered over the channel on the upstream side of the manhole.
6. Base reinforcing steel shall be per manufacturer's recommendation.

**MANHOLE DIMENSION TABLE**

INSIDE DIAMETER	MINIMUM WALL THICKNESS	MINIMUM BASE THICKNESS	MAXIMUM HOLE SIZE	MINIMUM DISTANCE BETWEEN HOLES
48"	4"	6"	36"	8"
54"	4 1/2"	8"	42"	8"
60"	5"	8"	48"	8"
72"	6"	8"	48"	12"
84"	8"	12"	48"	12"
96"	8"	12"	48"	12"
108"	10"	12"	48"	12"
120"	11"	12"	48"	12"

APPROVED FOR PUBLICATION

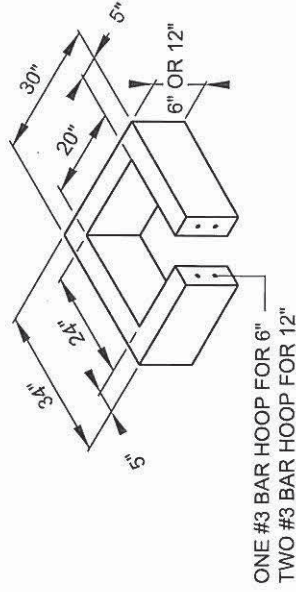
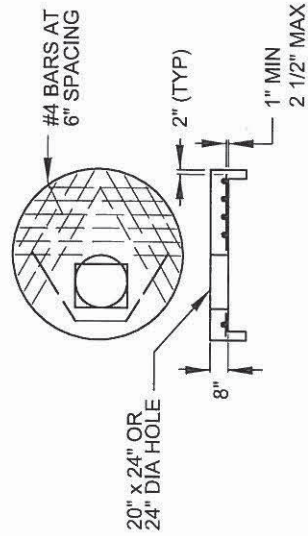
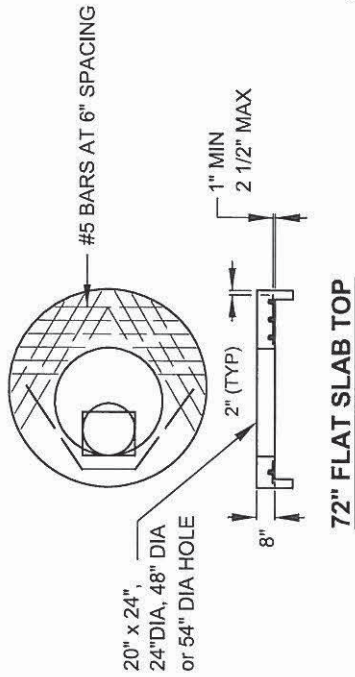
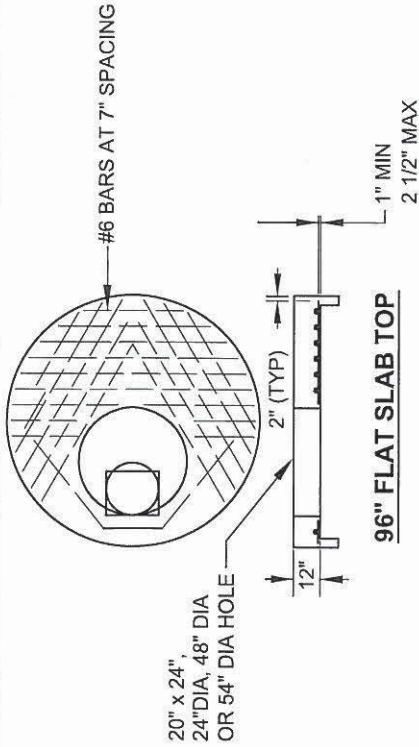
MANHOLE TYPE 3  
5' MAXIMUM HEIGHT

*[Signature]*  
DATE 1/17/14  
CITY ENGINEER

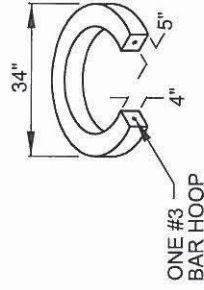
CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

STANDARD PLAN NO. SU-19

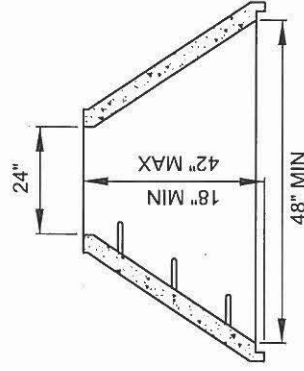




**RECTANGULAR ADJUSTMENT  
SECTION**



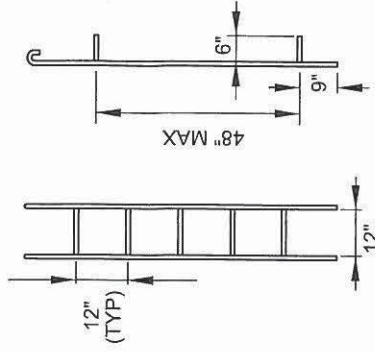
**CIRCULAR ADJUSTMENT  
SECTION**



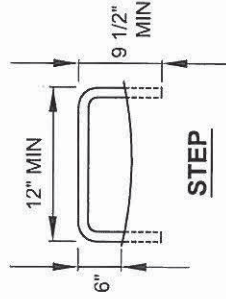
**CONCENTRIC CONE SECTION**

**NOTE:**

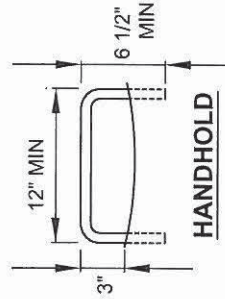
As an acceptable alternate to rebar, wire mesh having a minimum area of 0.12 square inches per foot may be used for adjustment sections.



**PREFABRICATED LADDER**



**STEP**



**HANDHOLD**

APPROVED FOR PUBLICATION

*Jann Perry*  
CITY ENGINEER

12 Jun 2009

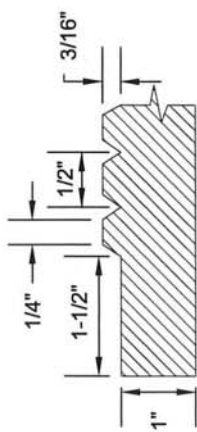
DATE

MISCELLANEOUS DETAILS  
FOR MANHOLES AND  
CATCH BASINS

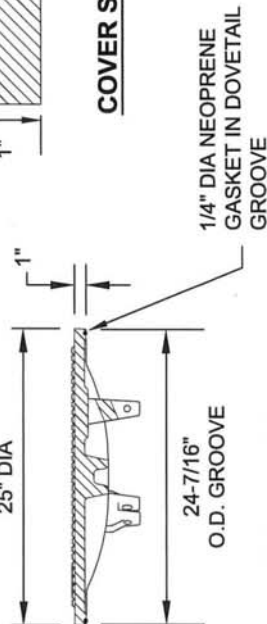
STANDARD PLAN NO. SU-21

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

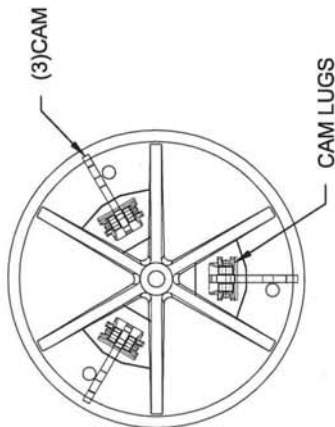




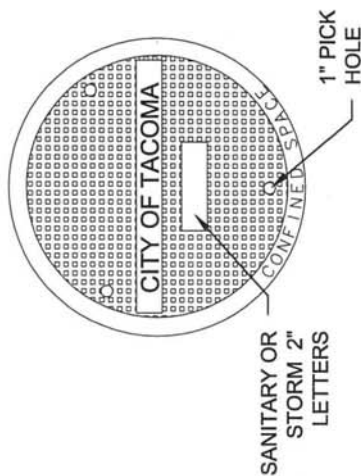
**COVER SKID DESIGN**



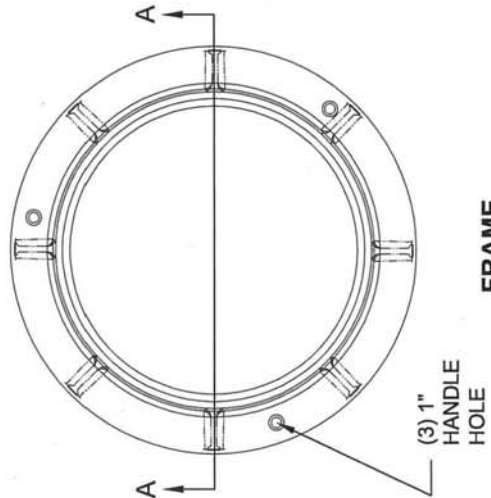
**COVER SECTION**



**BOTTOM VIEW**



**PLAN VIEW**



**FRAME**

**NOTES:**

1. Covers shall have the word "SANITARY" in 2 inch raised letters when used with sanitary sewer installations, or "STORM" when installed with storm sewers. All covers shall have the words "CITY OF TACOMA" in 1-1/2 inch raised letters and the words "CONFINED SPACE" in 1-inch raised letters.
2. Lids must be interchangeable, any lid shall fit any and all frames.
3. Frame and cover shall be designed for H-20 loading.
4. Frame shall be grey-iron conforming to the requirements of AASHTO M 105, grade 30B.
5. Covers shall be ductile iron conforming to ASTM A 536, grade 80-55-06.
6. Per WSDOT Standard Specification 9-05.15, metal castings shall not be dipped, painted, welded, plugged, or repaired.

**SECTION A-A**

APPROVED FOR PUBLICATION

MANHOLE FRAME AND COVER

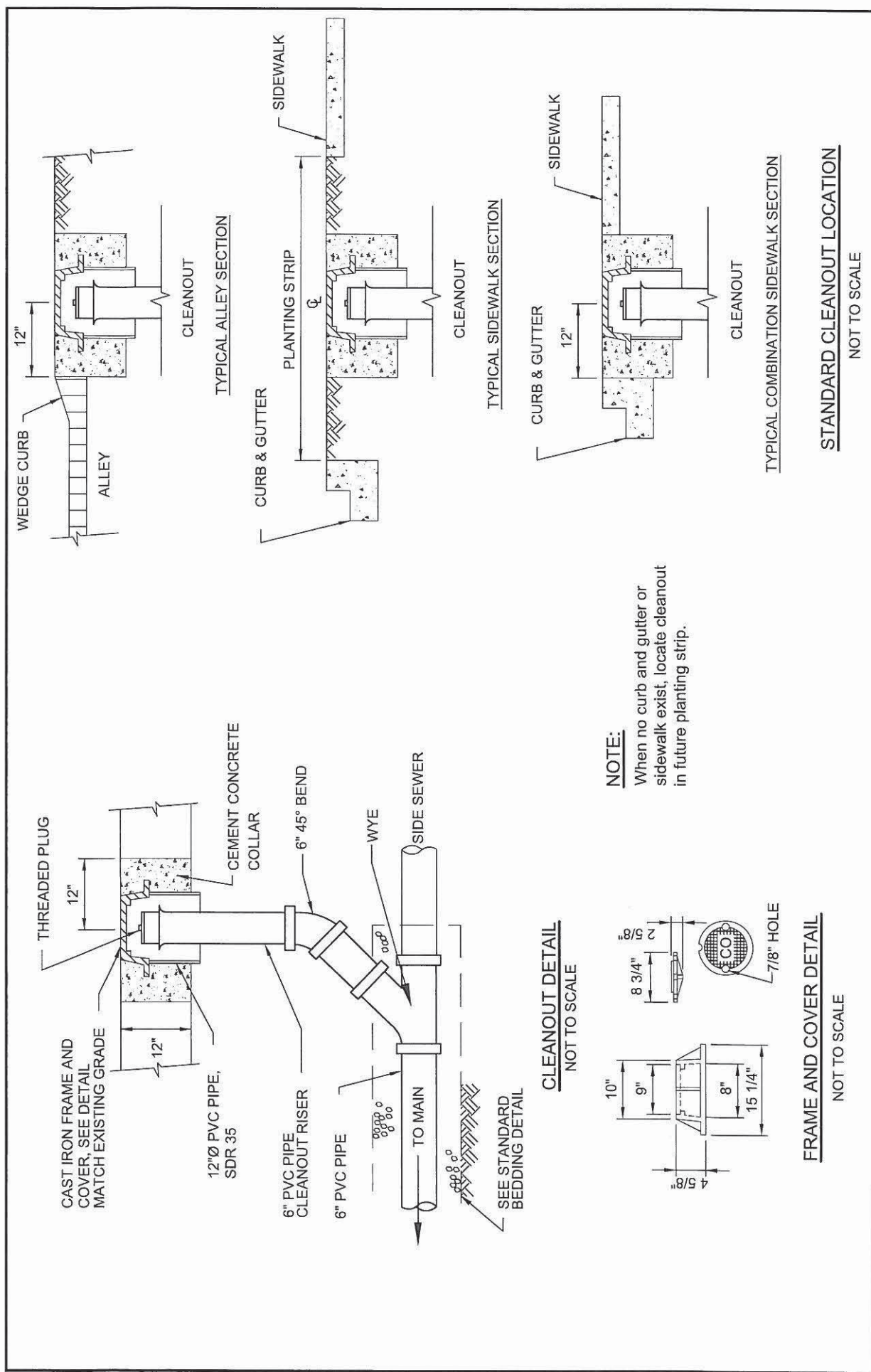
CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

*[Signature]*  
CITY ENGINEER

1/17/64  
DATE

STANDARD PLAN NO.

SU-22



<p>CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS</p>	<p>APPROVED FOR PUBLICATION</p> <p><i>Don Parry</i> 12 Jun 2009 CITY ENGINEER DATE</p>	<p>SIDE SEWER CLEANOUT AND COVER DETAIL STANDARD PLAN NO. SU-24</p>
--	--	---

# PROGRESSION OF WORK

## PRIOR TO EXCAVATING OR RESURFACING:

Contractor shall:

- Remove frame and risers to a depth 8-inches below subgrade.
- Install steel protective plate in accordance with Detail A.
- Reference the location of the utility structure.

## CONSTRUCTION OF SURFACING:

Gravel surfacing:

- Install base materials and gravel over protective steel plate.

Asphalt surfacing:

- Install base materials and asphalt over protective steel plate.

Concrete surfacing:

- Adjust frame and grate to final grade prior to placing concrete surfacing.

## UPON COMPLETION OF SURFACING:

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

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

Crushed surfacing and base materials shall be removed and disposed of to allow the removal of the steel protective plate.

The structure shall be adjusted to finish grade utilizing the same methods of construction as specified for new construction in Section 7-05.

For hot mix asphalt, the area shall then be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the finished pavement surface. 24-hours after placing the concrete, HMA pavement CL. 3/8" PG 64-22 shall be placed in accordance with Standard Plan No. SU-15.

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

## NOTE:

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

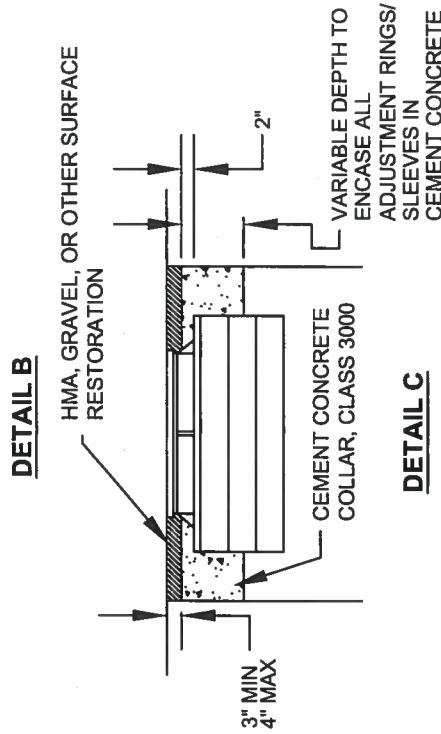
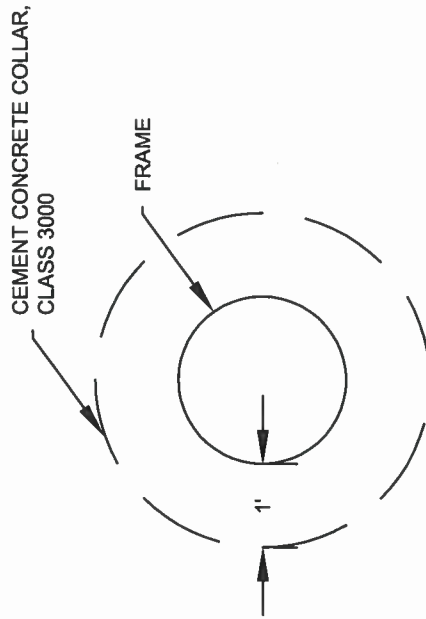
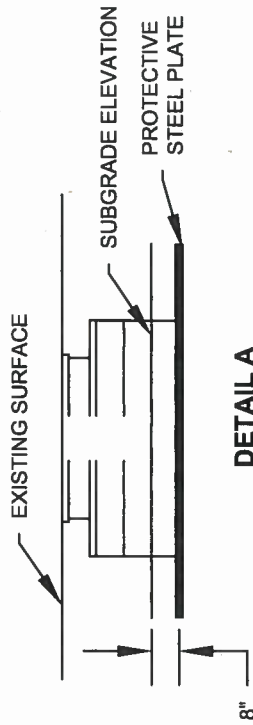
## APPROVED FOR PUBLICATION

*[Signature]*  
CITY ENGINEER  
DATE 4/25/14

UTILITY ADJUSTMENT

STANDARD PLAN NO. SU-25

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS





# ABBREVIATIONS

F.C..... FACE OF CURB  
 C.G..... CURB GRADE  
 F.L..... FLOW LINE  
 F.WALL... FACE OF WALL  
 SH.GR.... SHOULDER GRADE  
 C.B..... CATCH BASIN  
 M.H..... MAN HOLE  
 L.H..... LAMP HOLE  
 S.G..... SUBGRADE  
 B.G..... BALLAST GRADE  
 CR.R.GR. CRUSHED ROCK GRADE  
 P.C..... POINT OF CURVATURE  
 P.T..... POINT OF TANGENCY  
 V.C..... VERTICAL CURVE  
 E.P..... EDGE OF PAVING

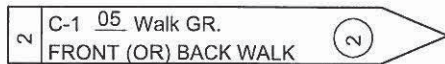
\* DESIGNATES DISTANCE FROM GUARD STAKE TO GRADE OR LINE HUB. (OPTIONAL)



HUB AT GRADE



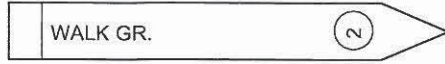
HUB AT GRADE  
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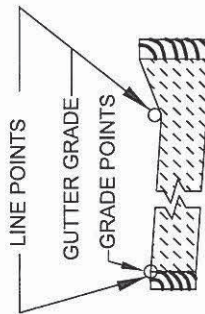
HUB AT GRADE



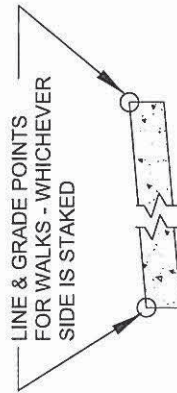
HUB AT GRADE  
NO OFFSET



## STAKES SHALL HAVE STATIONS ON BACK SIDE

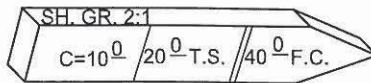
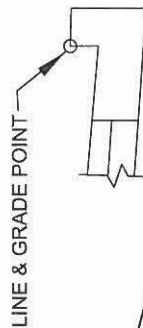


## ALLEY SLABS

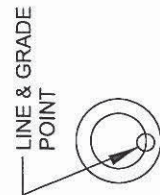
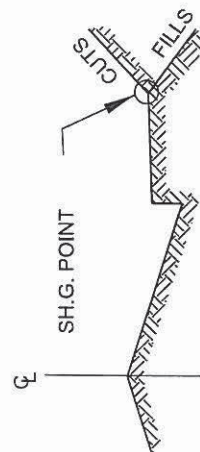


## WALKS

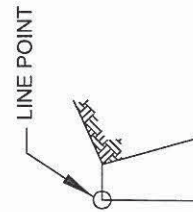
## CURBS



## SLOPE STAKES

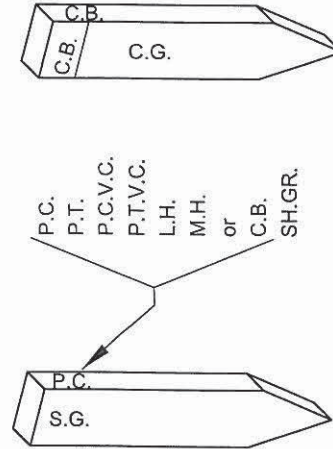


## SEWERS



## WALLS

## SIDE OR BACK



APPROVED FOR PUBLICATION

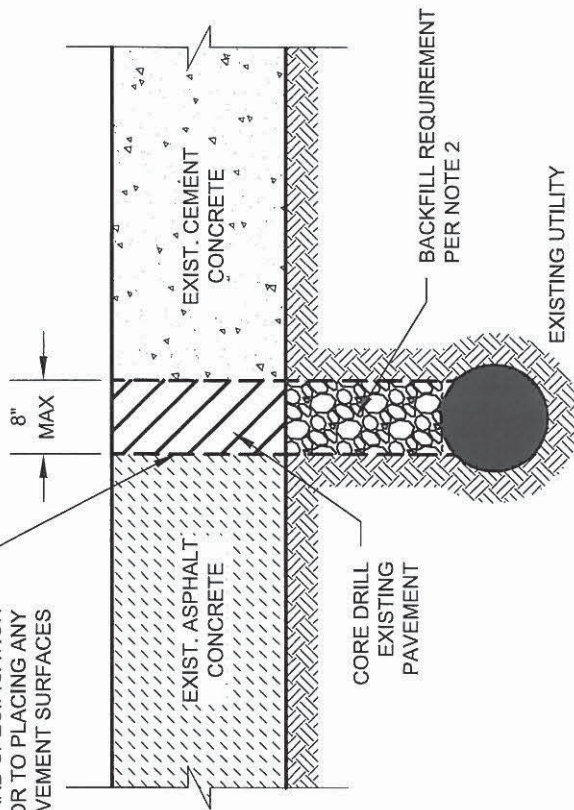
CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

STANDARD PROCEDURE  
FOR MARKING  
CONSTRUCTION STAKES

STANDARD PLAN NO. SU-26

*Jane Perry* 12 Jan 2009  
CITY ENGINEER DATE

EXISTING SURFACES SHALL BE PREPARED IN ACCORDANCE WITH WSDOT STANDARD SPECIFICATION 5-04.3(5)A PRIOR TO PLACING ANY NEW PAVEMENT SURFACES



**NOTES:**

1. The existing pavement shall be cut full depth with an eight inch diameter core drill. The subbase material shall be removed using a vacuum excavator, keeping the excavation as minimal as possible.
2. Backfill the excavation with a six inch cushion of crushed rock over the utility then place the remaining void with CDF or compacted CSTC.
3. For asphalt concrete streets, repair the cored pavement section with HMA Class 1/2" PG 64-22 and seal the joint.
4. For cement concrete pavement streets, replace the cored section with Class 6000 cement concrete.
5. If excavation is larger than 8" core, restoration shall comply with the Right of Way Restoration Policy.

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

*James Perry*  
CITY ENGINEER

*12 Jun 2009*  
DATE

POTHOLING


STANDARD PLAN NO.

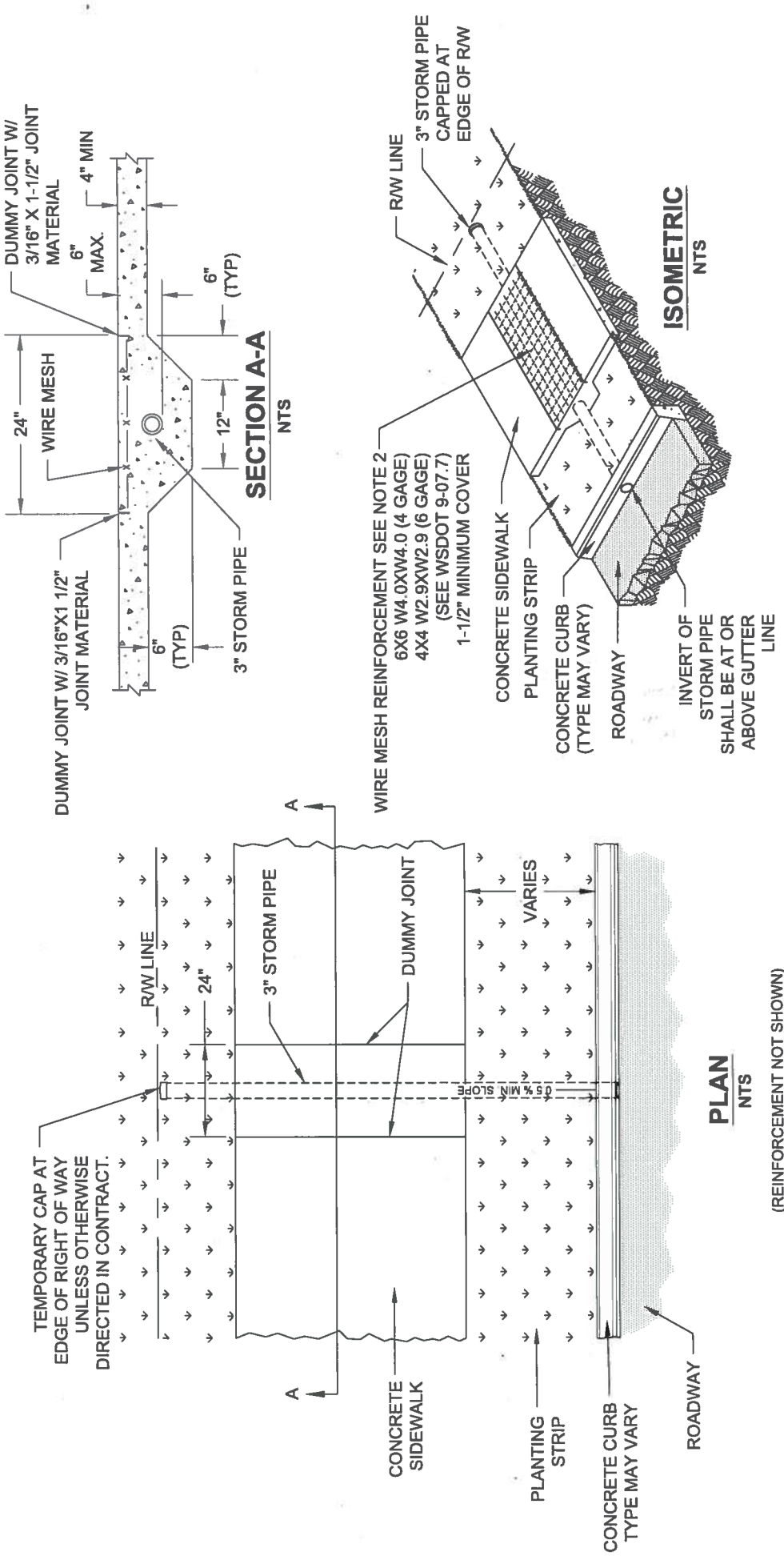
SU-27

COMPACTION TESTING REQUIREMENTS <sup>A</sup>		
DEPTH	TESTING FREQUENCY <sup>C</sup>	
	VERTICAL	HORIZONTAL
SURFACE (BELOW HMA)	N/A	1 TEST EVERY 150 LINEAR FEET OF TRENCH OR MINIMUM 2 PER TRENCH
1 TO 4 FEET (OR MIN 18 IN. ABOVE PIPE)	1 EVERY 12 INCHES	1 TEST FOR 150 SQUARE FEET FOR ISOLATED PATCHES <sup>B</sup> SAME AS FOR SURFACE
> 4 FEET TO BOTTOM OF TRENCH	NO SPECIFIC REQUIREMENT - MAY BE REQUIRED BY COT INSPECTOR FOR VERIFICATION OF COMPACTION	
<p>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.</p> <p>B. ONLY ONE COMPACTION TEST WILL BE REQUIRED FOR MULTIPLE TRENCHES WITHIN A 150 SF AREA PROVIDED COMPACTION PROCEDURES ARE THE SAME.</p> <p>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.</p>		

**NOTES:**

1. Compact backfill material in max. 12 in. lifts. Compact backfill material to 95% max. modified proctor density (ASTM 1557) except directly over pipe, hand tamp only.
2. Native backfill will require laboratory testing to determine max. modified proctor density. Imported backfill will require submittal of proctor test results from supplier.
3. See WSDOT Standard Specification Section 2-09.3(1)E for material requirements on "Controlled Density Fill" (CDF). CDF may be used for trenches less than 24 in. wide or as approved by the City Engineer. CDF shall be vibrated/compacted.

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS	APPROVED FOR PUBLICATION		TRENCH BACKFILL COMPACTION REQUIREMENTS
	 CITY ENGINEER	11/30/16 DATE	



- NOTES:**
1. For new pervious concrete sidewalk, place joint directly over centerline of pipe. When placing pipe under existing pervious sidewalk, restoration with impervious concrete will be allowed.
  2. No mesh reinforcement to be used for pervious sidewalks.
  3. Storm pipe shall be per the City Stormwater Management Manual Volume 3 for pipes within the right-of-way.

<p>REVIEWED BY <i>gms</i></p> <p>PUBLIC WORKS <i>NA</i></p> <p>ENVIRONMENTAL SERVICES <i>NA</i></p> <p>TACOMA POWER</p>	<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i> CITY ENGINEER</p> <p>DATE <i>4/4/12</i></p>	<p>CITY OF TACOMA</p> <p>STORM PIPE THROUGH CONCRETE CURB</p> <p>STANDARD PLAN NO. SU-29</p>
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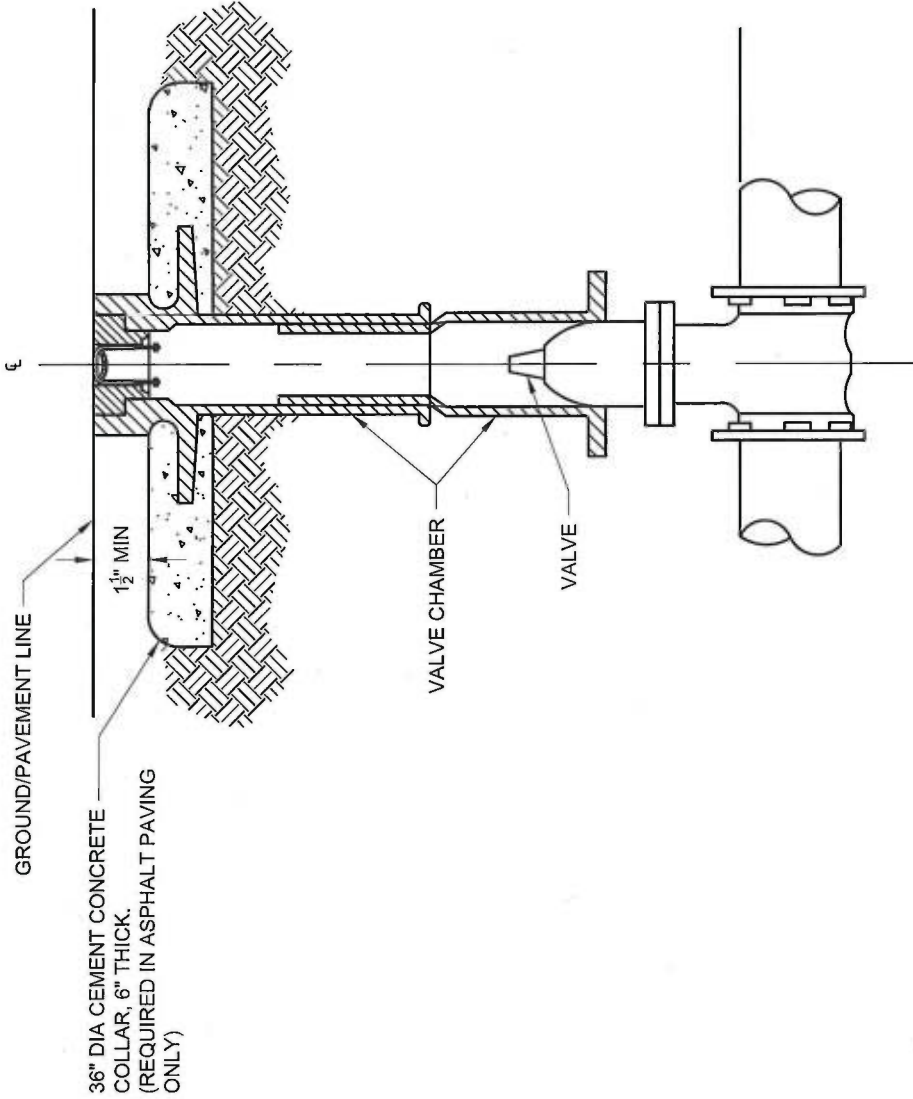


**NOTES:**

Class 3000 cement concrete shall be placed, 1 1/2" min, below the finished pavement surface.

24-hours after placing the cement collar, HMA Class 3/8" PG 64-22 shall be placed in accordance with Standard Plan SU-15.

If the valve chamber being adjusted belongs to Tacoma Water, the Contractor shall contact Tacoma Water, Operations, at 253-502-8742 for final inspection.



REVIEWED BY

*GMB*

ENVIRONMENTAL  
SERVICES

*G.W.*

TACOMA WATER

PUBLIC WORKS

*n/A*

TACOMA POWER

APPROVED FOR PUBLICATION

*[Signature]* *5/31/12*

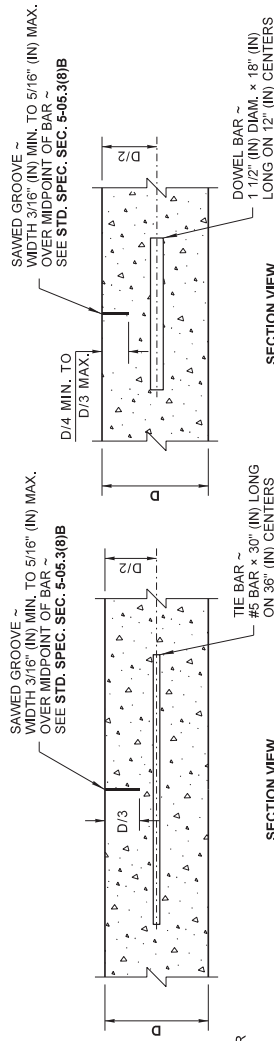
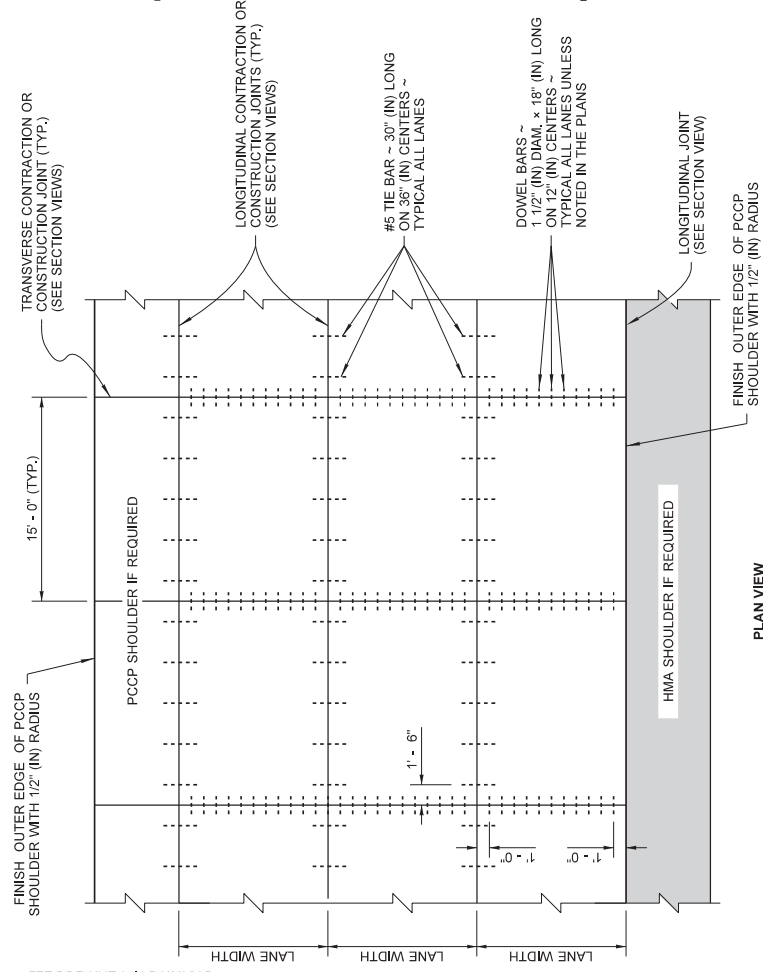
DATE

CITY ENGINEER

CITY OF TACOMA  
VALVE CHAMBER  
COLLAR DETAIL

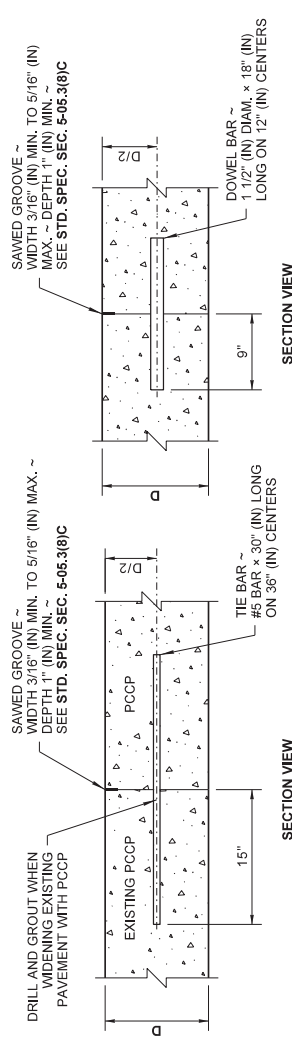
STANDARD PLAN NO. SU-37





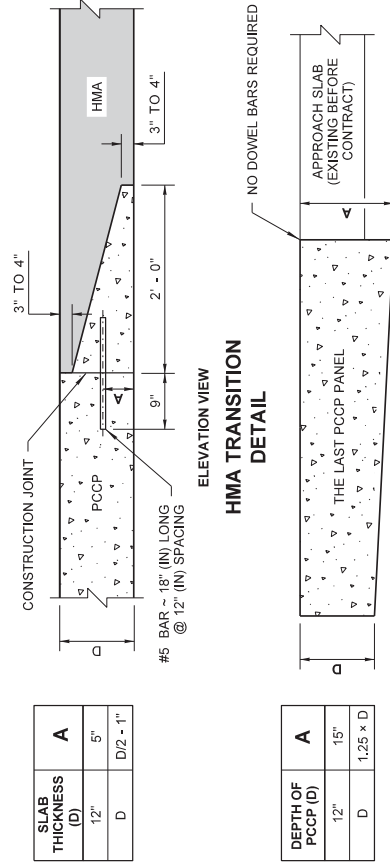
LONGITUDINAL CONTRACTION JOINT

TRANSVERSE CONTRACTION JOINT



LONGITUDINAL CONTRACTION JOINT  
PCPP TO PCPP

TRANSVERSE CONTRACTION JOINT

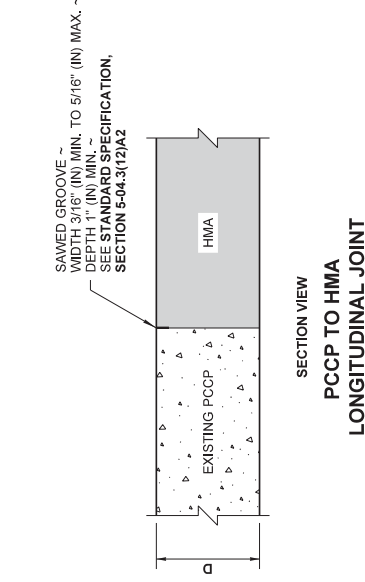


EXISTING APPROACH SLAB TRANSITION  
DETAIL

SLAB THICKNESS (D)	A
12"	5"
D	D/2 - 1"

DEPTH OF PCPP (D)	A
12"	15"
D	1.25 x D

USE ON GRANULAR BASES ONLY ~  
NO TAPER REQUIRED ON ASPHALT BASES



LONGITUDINAL JOINT  
PCPP TO HMA

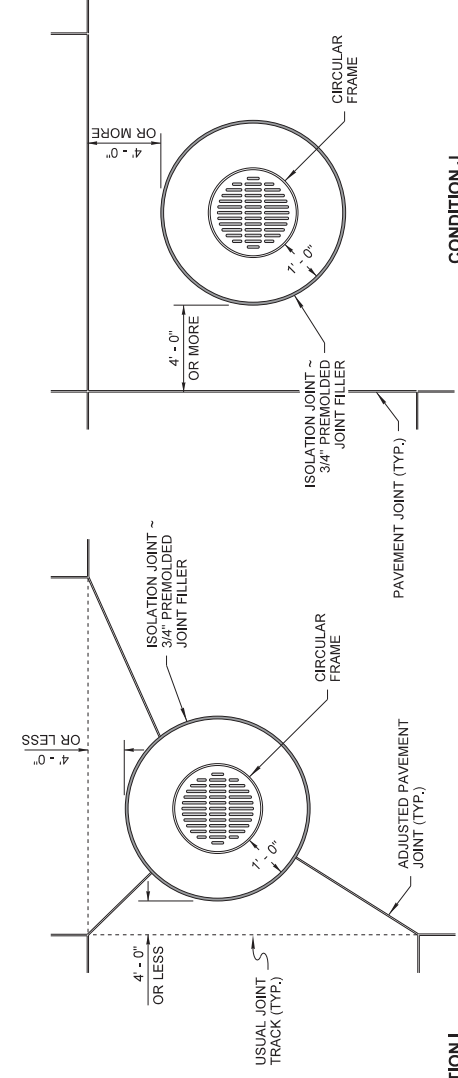
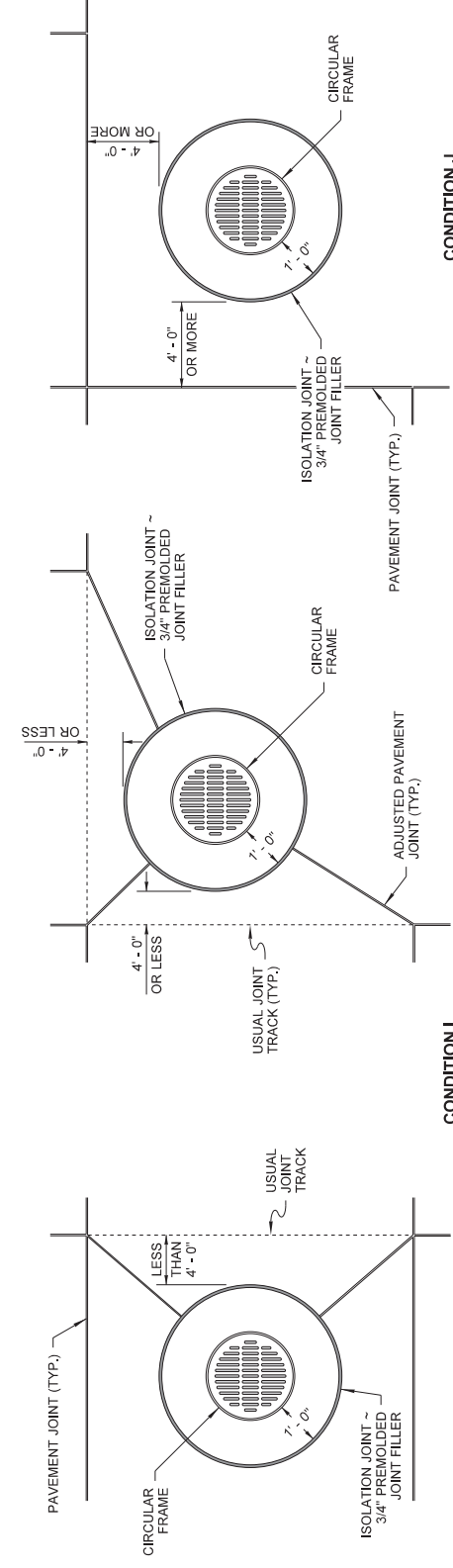
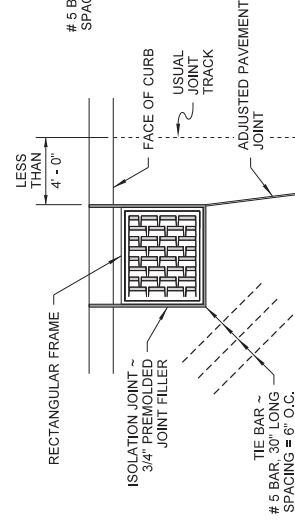
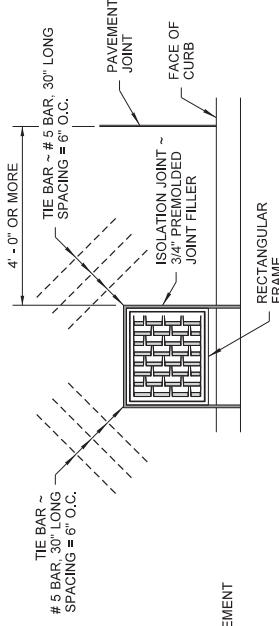
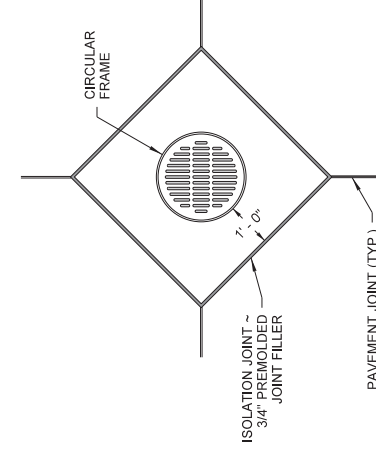
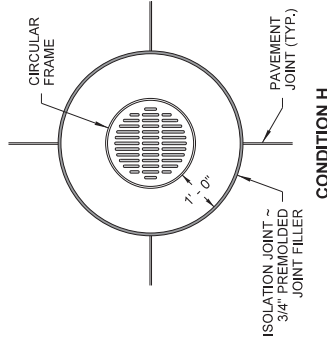


Russell, Mark A.  
Jul 19 2019 11:48 AM

**CEMENT CONCRETE  
PAVEMENT JOINTS**

**STANDARD PLAN A-40.10-04**  
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION  
Mark A. Russell  
Jul 13 2019 12:18 PM  
STATE DESIGN ENGINEER  
Washington State Department of Transportation



## NOTE

ALL CONDITIONS ARE SHOWN IN BI AN VIEW



NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT  
BUT AN ELECTRONIC DUPLICATE. THE ORIGINAL, SIGNED BY  
THE ENGINEER AND APPROVED FOR PUBLICATION, IS KEPT ON  
FILE AT THE WASHINGTON STATE DEPARTMENT OF TRANS-  
PORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

**PCC PAVEMENT  
ISOLATION JOINTS  
STANDARD PLAN A-40.15-00**

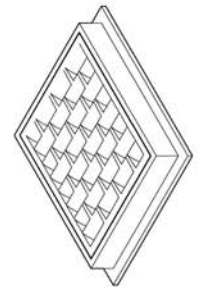
SHEET 1 OF 2 SHEETS

2  
1  
1  
5  
4  
5  
1  
1  
1  
5

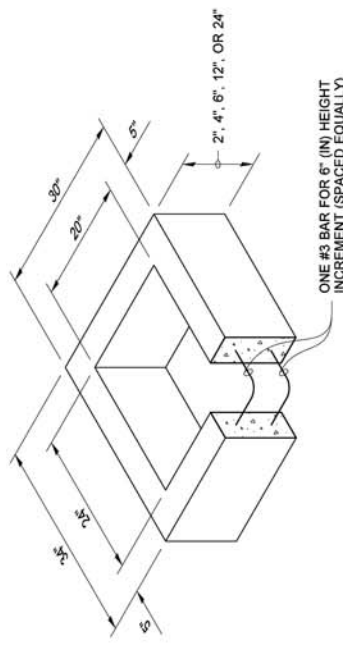
**Pasco Bakotich III** 08-11-09  
STATE DESIGN ENGINEER  
Washington State Department of Transportation

STATE DESIGN ENGINEER  
Washington State Department of TransportationSTATE DESIGN ENGINEER  
Washington State Department of Transportation

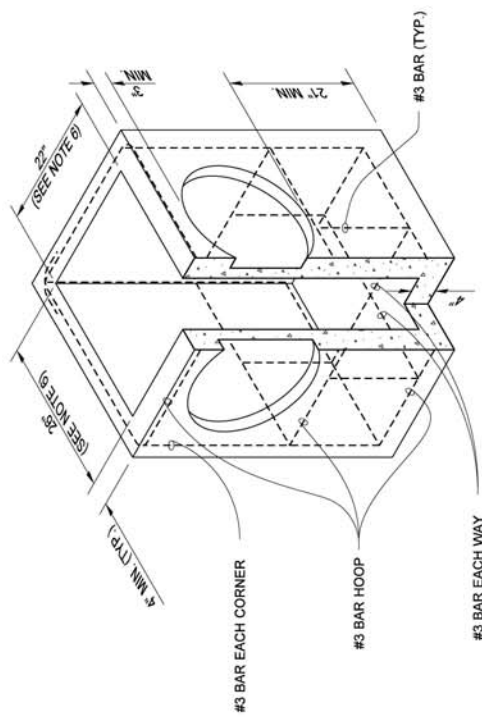




FRAME AND VANED GRATE



RECTANGULAR ADJUSTMENT SECTION



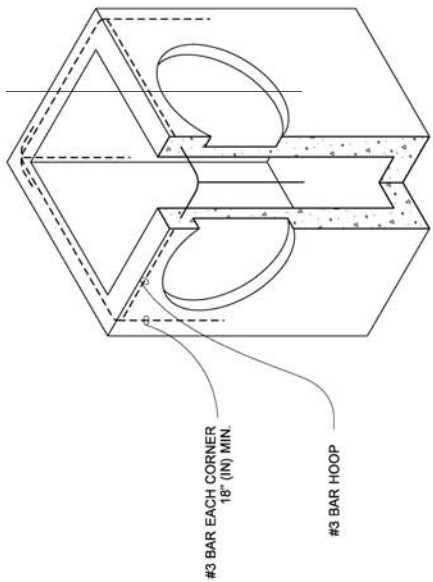
PRECAST BASE SECTION

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



(SEE NOTE 1)

ALTERNATIVE PRECAST BASE SECTION



Julie Heilman  
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CATCH BASIN TYPE 1

STANDARD PLAN B-5.20-03

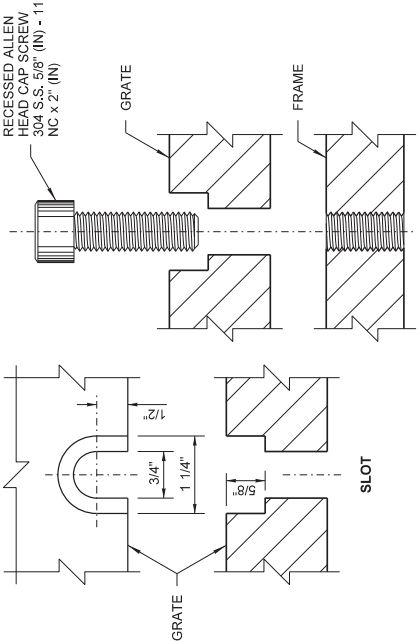
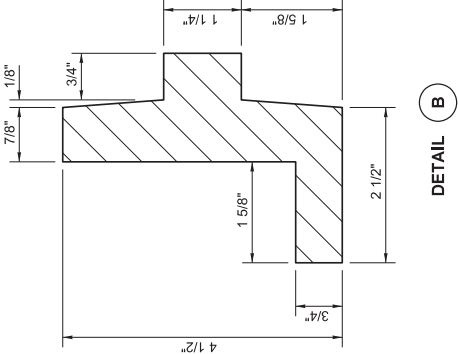
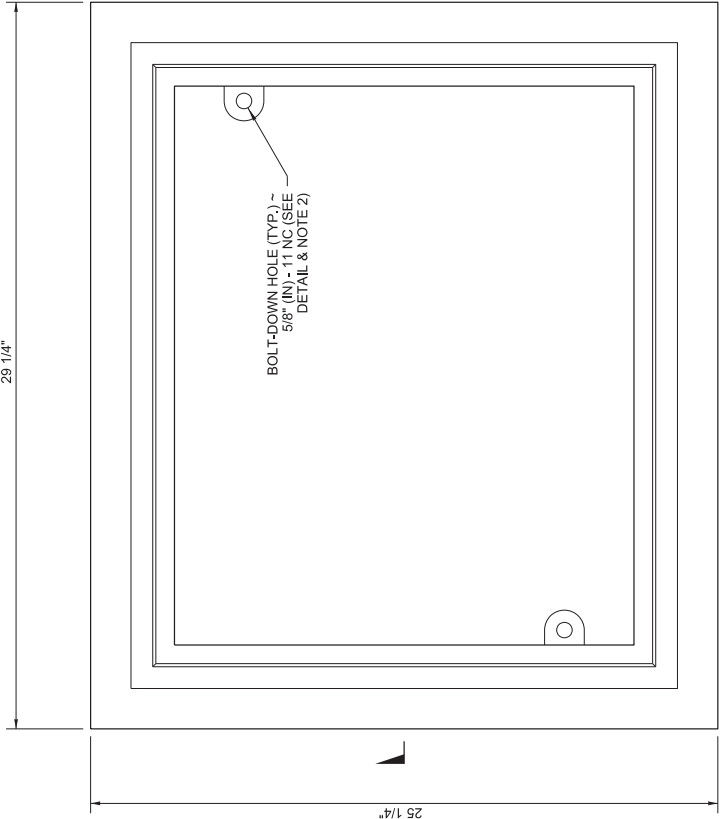
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION  
Roark, Steve  
Digitally signed by Roark, Steve  
Date: 2020.09.09 09:45:25 -07'00'

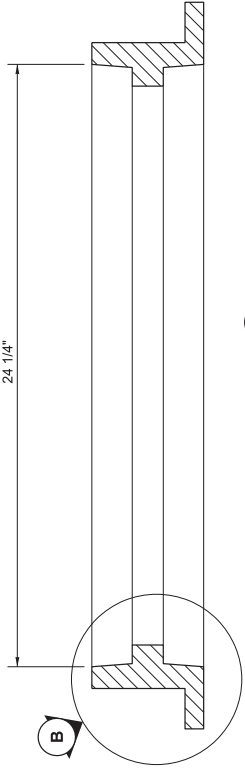
STATE DESIGN ENGINEER  
Washington State Department of Transportation

# NOTES

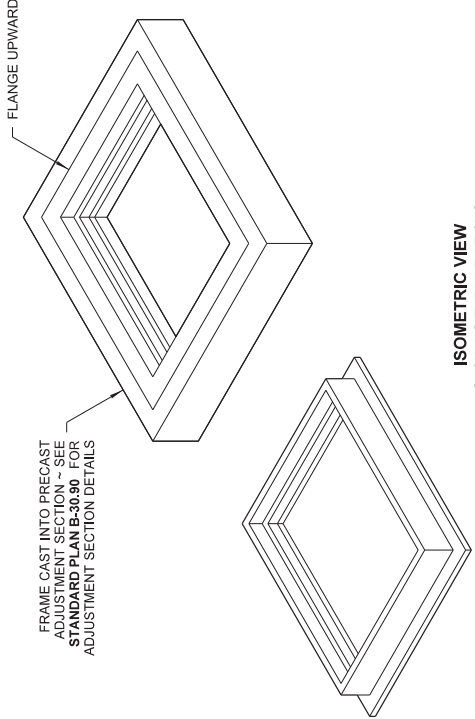
1. This frame is designed to accommodate 20" (in) x 24" (in) grates or covers as shown on **Standard Plans B-30.20, B-30.30, B-30.40, and B-30.50.**
2. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
3. Refer to **Standard Specification Section 9-05.15 and 9-05.15(2)** for additional requirements.



## TOP



## SECTION A



## ISOMETRIC VIEW SHOWING THE VARIATIONS



Heilman, Julie  
Feb 20 2018 12:52 PM  
CS-897

## RECTANGULAR FRAME (REVERSIBLE)

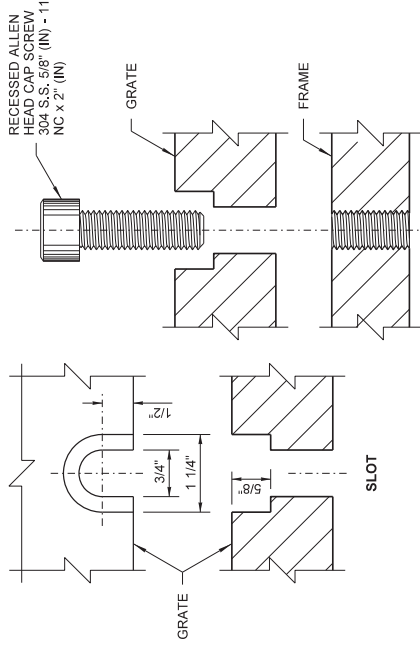
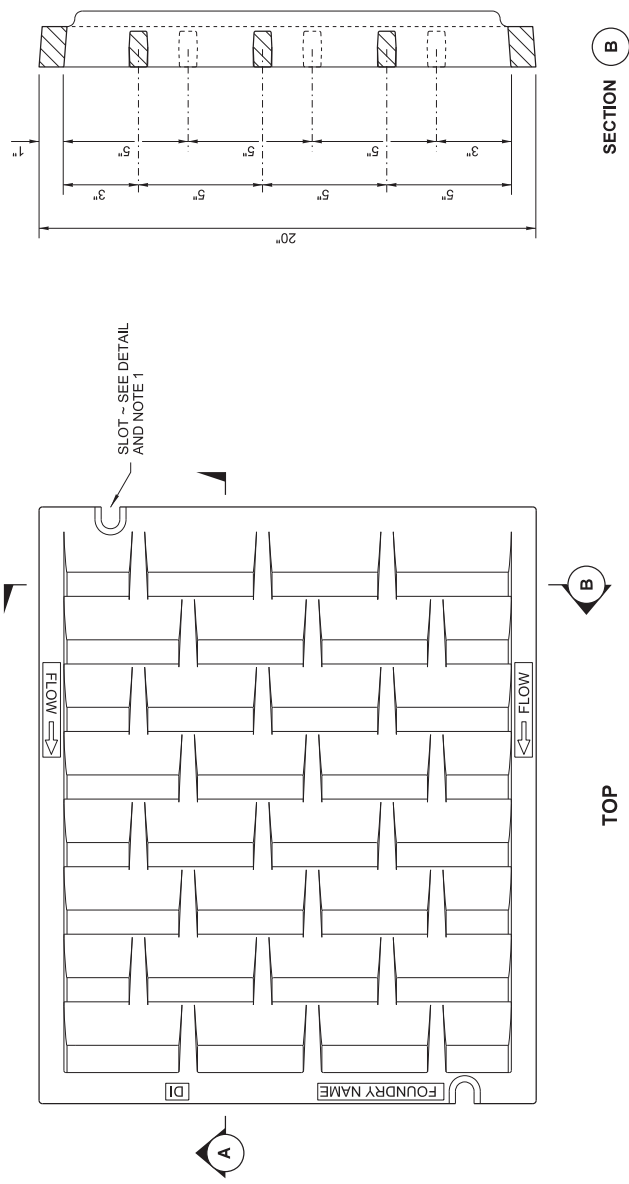
## STANDARD PLAN B-30.10-03

SHEET 1 OF 1 SHEET

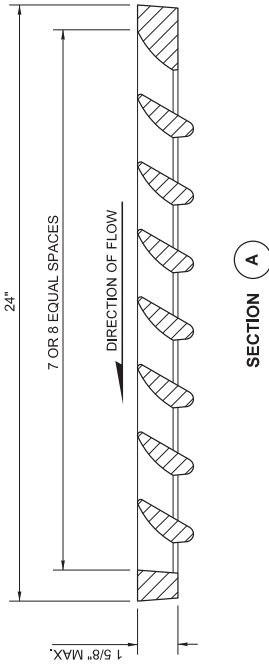
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Engineered by  
FEB 20 2018 1:55 AM  
STATE DESIGN ENGINEER  
Washington State Department of Transportation

NOTES

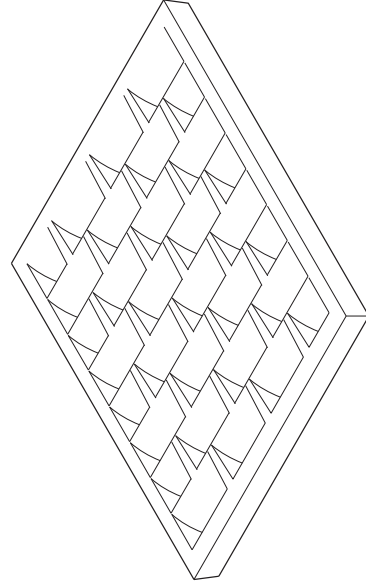
1. Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
2. Refer to **Standard Specification Section 9-05.15** and **9-05.15(2)** for additional requirements.
3. For frame details, see **Standard Plan B-30.10**.



BOLT-DOWN DETAILS  
SEE NOTE 1



SECTION A



ISOMETRIC



Julie Heilman  
Heilman, Julie  
Feb 20 2018 12:54 PM  
2080

**RECTANGULAR  
VANED GRATE**

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

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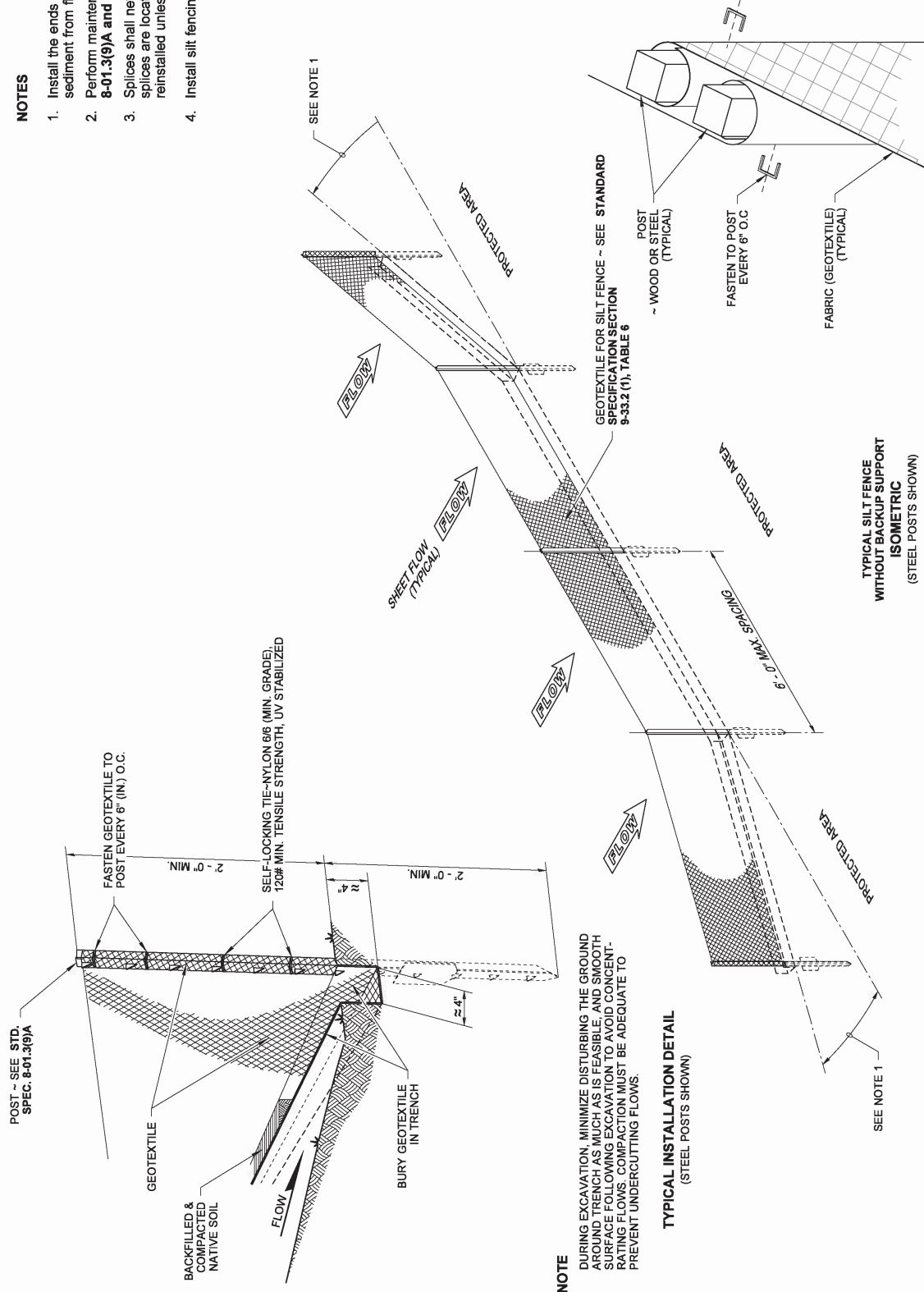
STATE DESIGN ENGINEER

Washington State Department of Transportation



NOTES

1. Install the ends of the silt fence to point slightly upslope to prevent sediment from flowing around the ends of the fence.
2. Perform maintenance in accordance with **Standard Specifications 8-01.3(9)A and 8-01.3(15)**.
3. Splices shall never be placed in low spots or sump locations. If splices are located in low or sump areas, the fence may need to be reinstalled unless the Project Engineer approves the installation.
4. Install silt fencing parallel to mapped contour lines.



STATE OF  
WASHINGTON  
PROFESSIONAL ENGINEER  
LANDSCAPE ARCHITECT  
SANDRA L. SALISBURY  
CERTIFICATE NO. 000860

NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. IT IS A DESIGN DOCUMENT ONLY. IT IS THE RESPONSIBILITY OF THE ENGINEER AND ARCHITECT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES AND THE DEPARTMENT OF TRANSPORTATION. A COPY MAY BE OBTAINED UPON REQUEST.

SILT FENCE

STANDARD PLAN I-30.15-02

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Pasco Bakofich III 3/22/13 DATE

STATE DESIGN ENGINEER

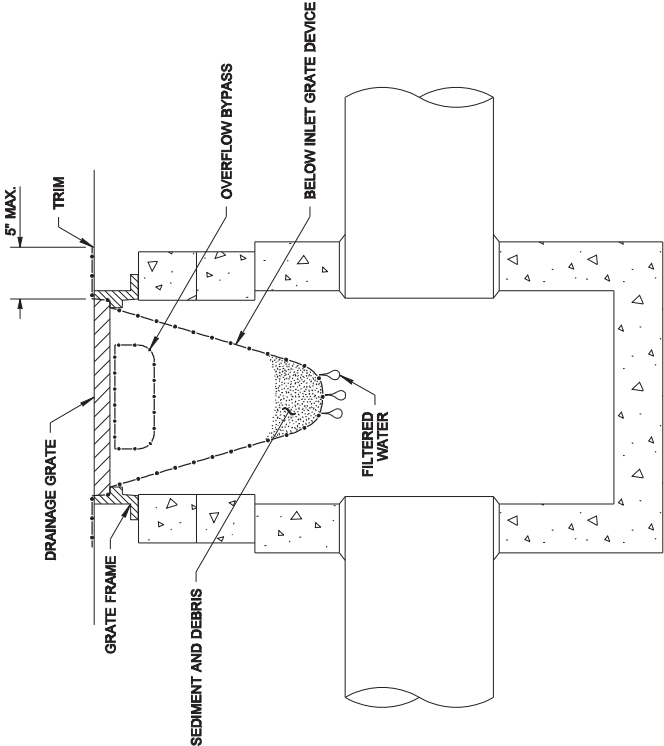
Washington State Department of Transportation

SPLICE DETAIL  
(WOOD POSTS SHOWN)

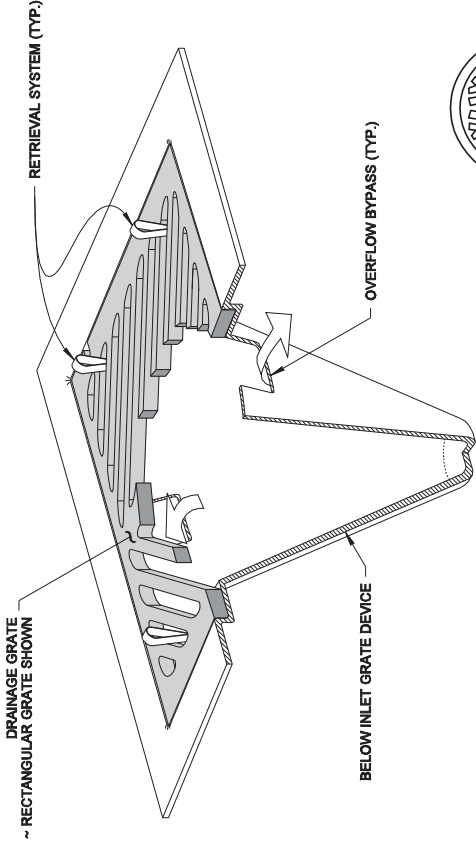
SPliced FENCE SECTIONS SHALL BE CLOSE ENOUGH TOGETHER TO PREVENT SILT LADEN WATER FROM ESCAPING THROUGH THE FENCE AT THE OVERLAP.

NOTES

1. Size the Below Inlet Grate Device (BIGD) for the storm water structure it will service.
2. The BIGD shall have a built-in high-flow relief system (overflow bypass).
3. The retrieval system must allow removal of the BIGD without spilling the collected material.
4. Perform maintenance in accordance with Standard Specification 8-01.3(15).



SECTION VIEW  
NOT TO SCALE



ISOMETRIC VIEW



STATE OF WASHINGTON  
REGISTERED  
LANDSCAPE ARCHITECT  
MARK W. MAURER  
CERTIFICATE NO. 000598  
NOTE: THIS PLAN IS NOT A LEGAL ENGINEERING DOCUMENT. IT IS A DESIGN DOCUMENT ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ORIGINAL, SIGNED BY THE ENGINEER AND ARCHITECT, MUST BE SUBMITTED WITH THE PERMIT APPLICATION. A COPY MAY BE OBTAINED UPON REQUEST.

STORM DRAIN  
INLET PROTECTION  
STANDARD PLAN I-40.20-00

SHEET 1 OF 1 SHEET  
APPROVED FOR PUBLICATION  
Pasco Bakotich III 09-20-07  
STATE DESIGN ENGINEER  
Washington State Department of Transportation



## **APPENDIX B**

### **NPDES Construction Stormwater General Permit**



Issuance Date: November 18, 2020  
Effective Date: January 1, 2021  
Expiration Date: December 31, 2025

# CONSTRUCTION STORMWATER GENERAL PERMIT

National Pollutant Discharge Elimination System (NPDES) and State Waste Discharge  
General Permit for Stormwater Discharges Associated with Construction Activity

**State of Washington**  
**Department of Ecology**  
Olympia, Washington 98504

In compliance with the provisions of  
Chapter 90.48 Revised Code of Washington  
(State of Washington Water Pollution Control Act)  
and  
Title 33 United States Code, Section 1251 et seq.  
The Federal Water Pollution Control Act (The Clean Water Act)

Until this permit expires, is modified, or revoked, Permittees that have properly  
obtained coverage under this general permit are authorized to discharge in accordance  
with the special and general conditions that follow.



---

Vincent McGowan, P.E.  
Water Quality Program Manager  
Washington State Department of Ecology



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## SUMMARY OF PERMIT REPORT SUBMITTALS

Refer to the Special and General Conditions within this permit for additional submittal requirements. Appendix A provides a list of definitions. Appendix B provides a list of acronyms.

**Table 1 Summary of Required Submittals**

Permit Section	Submittal	Frequency	First Submittal Date
<a href="#">S5.A</a> and <a href="#">S8</a>	High Turbidity/Transparency Phone Reporting	As Necessary	Within 24 hours
<a href="#">S5.B</a>	Discharge Monitoring Report	Monthly*	Within 15 days following the end of each month
<a href="#">S5.F</a> and <a href="#">S8</a>	Noncompliance Notification – Telephone Notification	As necessary	Within 24 hours
<a href="#">S5.F</a>	Noncompliance Notification – Written Report	As necessary	Within 5 Days of non-compliance
<a href="#">S9.D</a>	Request for Chemical Treatment Form	As necessary	Written approval from Ecology is required prior to using chemical treatment (with the exception of dry ice, CO <sub>2</sub> or food grade vinegar to adjust pH)
<a href="#">G2</a>	Notice of Change in Authorization	As necessary	
<a href="#">G6</a>	Permit Application for Substantive Changes to the Discharge	As necessary	
<a href="#">G8</a>	Application for Permit Renewal	1/permit cycle	No later than 180 days before expiration
<a href="#">S2.A</a>	Notice of Permit Transfer	As necessary	
<a href="#">G19</a>	Notice of Planned Changes	As necessary	
<a href="#">G21</a>	Reporting Anticipated Non-compliance	As necessary	

**NOTE:** \*Permittees must submit electronic Discharge Monitoring Reports (DMRs) to the Washington State Department of Ecology monthly, regardless of site discharge, for the full duration of permit coverage. Refer to Section S5.B of this General Permit for more specific information regarding DMRs.

**Table 2 Summary of Required On-site Documentation**

Document Title	Permit Conditions
Permit Coverage Letter	See Conditions S2, S5
Construction Stormwater General Permit (CSWGP)	See Conditions S2, S5
Site Log Book	See Conditions S4, S5
Stormwater Pollution Prevention Plan (SWPPP)	See Conditions S5, S9
Site Map	See Conditions S5, S9



# SPECIAL CONDITIONS

## S1. PERMIT COVERAGE

### A. Permit Area

This Construction Stormwater General Permit (CSWGP) covers all areas of Washington State, except for federal operators and Indian Country as specified in Special Condition S1.E.3 and 4.

### B. Operators Required to Seek Coverage Under this General Permit

1. Operators of the following construction activities are required to seek coverage under this CSWGP:
  - a. Clearing, grading and/or excavation that results in the disturbance of one or more acres (including off-site disturbance acreage related to construction-support activity as authorized in S1.C.2) and discharges stormwater to surface waters of the State; and clearing, grading and/or excavation on sites smaller than one acre that are part of a larger common plan of development or sale, if the common plan of development or sale will ultimately disturb one acre or more and discharge stormwater to surface waters of the State.
    - i. This category includes forest practices (including, but not limited to, class IV conversions) that are part of a construction activity that will result in the disturbance of one or more acres, and discharge to surface waters of the State (that is, forest practices that prepare a site for construction activities); and
  - b. Any size construction activity discharging stormwater to waters of the State that the Washington State Department of Ecology (Ecology):
    - i. Determines to be a significant contributor of pollutants to waters of the State of Washington.
    - ii. Reasonably expects to cause a violation of any water quality standard.
2. Operators of the following activities are not required to seek coverage under this CSWGP (unless specifically required under Special Condition S1.B.1.b, above):
  - a. Construction activities that discharge all stormwater and non-stormwater to groundwater, sanitary sewer, or combined sewer, and have no point source discharge to either surface water or a storm sewer system that drains to surface waters of the State.
  - b. Construction activities covered under an Erosivity Waiver (Special Condition S1.F).
  - c. Routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of a facility.

### C. Authorized Discharges

1. ***Stormwater Associated with Construction Activity.*** Subject to compliance with the terms and conditions of this permit, Permittees are authorized to discharge stormwater associated with construction activity to surface waters of the State or to a storm sewer system that drains to surface waters of the State. (Note that “surface waters of the

State” may exist on a construction site as well as off site; for example, a creek running through a site.)

2. ***Stormwater Associated with Construction Support Activity.*** This permit also authorizes stormwater discharge from support activities related to the permitted construction site (for example, an on-site portable rock crusher, off-site equipment staging yards, material storage areas, borrow areas, etc.) provided:
  - a. The support activity relates directly to the permitted construction site that is required to have an NPDES permit; and
  - b. The support activity is not a commercial operation serving multiple unrelated construction projects, and does not operate beyond the completion of the construction activity; and
  - c. Appropriate controls and measures are identified in the Stormwater Pollution Prevention Plan (SWPPP) for the discharges from the support activity areas.
3. ***Non-Stormwater Discharges.*** The categories and sources of non-stormwater discharges identified below are authorized conditionally, provided the discharge is consistent with the terms and conditions of this permit:
  - a. Discharges from fire-fighting activities.
  - b. Fire hydrant system flushing.
  - c. Potable water, including uncontaminated water line flushing.
  - d. Hydrostatic test water.
  - e. Uncontaminated air conditioning or compressor condensate.
  - f. Uncontaminated groundwater or spring water.
  - g. Uncontaminated excavation dewatering water (in accordance with S9.D.10).
  - h. Uncontaminated discharges from foundation or footing drains.
  - i. Uncontaminated or potable water used to control dust. Permittees must minimize the amount of dust control water used.
  - j. Routine external building wash down that does not use detergents.
  - k. Landscape irrigation water.

The SWPPP must adequately address all authorized non-stormwater discharges, except for discharges from fire-fighting activities, and must comply with Special Condition S3. At a minimum, discharges from potable water (including water line flushing), fire hydrant system flushing, and pipeline hydrostatic test water must undergo the following: dechlorination to a concentration of 0.1 parts per million (ppm) or less, and pH adjustment to within 6.5 – 8.5 standard units (su), if necessary.

#### **D. Prohibited Discharges**

The following discharges to waters of the State, including groundwater, are prohibited:

1. Concrete wastewater
2. Wastewater from washout and clean-up of stucco, paint, form release oils, curing compounds and other construction materials.
3. Process wastewater as defined by 40 Code of Federal Regulations (CFR) 122.2 (See Appendix A of this permit).
4. Slurry materials and waste from shaft drilling, including process wastewater from shaft drilling for construction of building, road, and bridge foundations unless managed according to Special Condition S9.D.9.j.
5. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance.
6. Soaps or solvents used in vehicle and equipment washing.
7. Wheel wash wastewater, unless managed according to Special Condition S9.D.9.
8. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed according to Special Condition S9.D.10.

#### **E. Limits on Coverage**

Ecology may require any discharger to apply for and obtain coverage under an individual permit or another more specific general permit. Such alternative coverage will be required when Ecology determines that this CSWGP does not provide adequate assurance that water quality will be protected, or there is a reasonable potential for the project to cause or contribute to a violation of water quality standards.

The following stormwater discharges are not covered by this permit:

1. Post-construction stormwater discharges that originate from the site after completion of construction activities and the site has undergone final stabilization.
2. Non-point source silvicultural activities such as nursery operations, site preparation, reforestation and subsequent cultural treatment, thinning, prescribed burning, pest and fire control, harvesting operations, surface drainage, or road construction and maintenance, from which there is natural runoff as excluded in 40 CFR Subpart 122.
3. Stormwater from any federal operator.
4. Stormwater from facilities located on **Indian Country** as defined in 18 U.S.C. §1151, except portions of the Puyallup Reservation as noted below.

**Indian Country** includes:

- a. All land within any Indian Reservation notwithstanding the issuance of any patent, and, including rights-of-way running through the reservation. This includes all federal, tribal, and Indian and non-Indian privately owned land within the reservation.
- b. All off-reservation Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same.
- c. All off-reservation federal trust lands held for Native American Tribes.

Puyallup Exception: Following the *Puyallup Tribes of Indians Land Settlement Act of 1989*, 25 U.S.C. §1773; the permit does apply to land within the Puyallup Reservation except for discharges to surface water on land held in trust by the federal government.

5. Stormwater from any site covered under an existing NPDES individual permit in which stormwater management and/or treatment requirements are included for all stormwater discharges associated with construction activity.
6. Stormwater from a site where an applicable Total Maximum Daily Load (TMDL) requirement specifically precludes or prohibits discharges from construction activity.

#### **F. Erosivity Waiver**

Construction site operators may qualify for an Erosivity Waiver from the CSWGP if the following conditions are met:

1. The site will result in the disturbance of fewer than five (5) acres and the site is not a portion of a common plan of development or sale that will disturb five (5) acres or greater.
2. Calculation of Erosivity “R” Factor and Regional Timeframe:
  - a. The project’s calculated rainfall erosivity factor (“R” Factor) must be less than five (5) during the period of construction activity, (See the CSWGP homepage <http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html> for a link to the EPA’s calculator and step by step instructions on computing the “R” Factor in the *EPA Erosivity Waiver Fact Sheet*). The period of construction activity starts when the land is first disturbed and ends with final stabilization. In addition:
  - b. The entire period of construction activity must fall within the following timeframes:
    - i. For sites west of the Cascades Crest: June 15 – September 15.
    - ii. For sites east of the Cascades Crest, excluding the Central Basin: June 15 – October 15.
    - iii. For sites east of the Cascades Crest, within the Central Basin: no timeframe restrictions apply. The Central Basin is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches. For a map of the Central Basin (Average Annual Precipitation Region 2), refer to: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.
3. Construction site operators must submit a complete Erosivity Waiver certification form at least one week before disturbing the land. Certification must include statements that the operator will:
  - a. Comply with applicable local stormwater requirements; and
  - b. Implement appropriate erosion and sediment control BMPs to prevent violations of water quality standards.
4. This waiver is not available for facilities declared significant contributors of pollutants as defined in Special Condition S1.B.1.b or for any size construction activity that could

reasonably expect to cause a violation of any water quality standard as defined in Special Condition S1.B.1.b.ii.

5. This waiver does not apply to construction activities which include non-stormwater discharges listed in Special Condition S1.C.3.
6. If construction activity extends beyond the certified waiver period for any reason, the operator must either:
  - a. Recalculate the rainfall erosivity “R” factor using the original start date and a new projected ending date and, if the “R” factor is still under 5 *and* the entire project falls within the applicable regional timeframe in Special Condition S1.F.2.b, complete and submit an amended waiver certification form before the original waiver expires; *or*
  - b. Submit a complete permit application to Ecology in accordance with Special Condition S2.A and B before the end of the certified waiver period.

## S2. APPLICATION REQUIREMENTS

### A. Permit Application Forms

#### 1. ***Notice of Intent Form***

- a. Operators of new or previously unpermitted construction activities must submit a complete and accurate permit application (Notice of Intent, or NOI) to Ecology.
- b. Operators must apply using the electronic application form (NOI) available on Ecology’s website (<http://ecy.wa.gov/programs/wq/stormwater/construction/index.html>). Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper NOI.

Department of Ecology  
Water Quality Program - Construction Stormwater  
PO Box 47696  
Olympia, Washington 98504-7696

- c. The operator must submit the NOI at least 60 days before discharging stormwater from construction activities and must submit it prior to the date of the first public notice (See Special Condition S2.B, below, for details). The 30-day public comment period begins on the publication date of the second public notice. Unless Ecology responds to the complete application in writing, coverage under the general permit will automatically commence on the 31<sup>st</sup> day following receipt by Ecology of a *completed* NOI, or the issuance date of this permit, whichever is later; unless Ecology specifies a later date in writing as required by WAC173-226-200(2). See S8.B for Limits on Coverage for New Discharges to TMDL or 303(d)-Listed Waters.
- d. If an applicant intends to use a Best Management Practice (BMP) selected on the basis of Special Condition S9.C.4 (“demonstrably equivalent” BMPs), the applicant must notify Ecology of its selection as part of the NOI. In the event the applicant selects BMPs after submission of the NOI, the applicant must provide notice of the

selection of an equivalent BMP to Ecology at least 60 days before intended use of the equivalent BMP.

- e. Applicants must notify Ecology if they are aware of contaminated soils and/or groundwater associated with the construction activity. Provide detailed information with the NOI (as known and readily available) on the nature and extent of the contamination (concentrations, locations, and depth), as well as pollution prevention and/or treatment BMPs proposed to control the discharge of soil and/or groundwater contaminants in stormwater. Examples of such detail may include, but are not limited to:
  - i. List or table of all known contaminants with laboratory test results showing concentration and depth,
  - ii. Map with sample locations,
  - iii. Related portions of the Stormwater Pollution Prevention Plan (SWPPP) that address the management of contaminated and potentially contaminated construction stormwater and dewatering water,
  - iv. Dewatering plan and/or dewatering contingency plan.

## **2. *Transfer of Coverage Form***

The Permittee can transfer current coverage under this permit to one or more new operators, including operators of sites within a Common Plan of Development, provided:

- i. The Permittee submits a complete Transfer of Coverage Form to Ecology, signed by the current and new discharger and containing a specific date for transfer of permit responsibility, coverage and liability (including any Administrative Orders associated with the permit); and
- ii. Ecology does not notify the current discharger and new discharger of intent to revoke coverage under the general permit. If this notice is not given, the transfer is effective on the date specified in the written agreement.

When a current discharger (Permittee) transfers a portion of a permitted site, the current discharger must also indicate the remaining permitted acreage after the transfer. Transfers do not require public notice.

## **3. *Modification of Coverage Form***

Permittees must notify Ecology regarding any changes to the information provided on the NOI by submitting an Update/Modification of Permit Coverage form in accordance with General Conditions G6 and G19. Examples of such changes include, but are not limited to:

- i. Changes to the Permittee's mailing address,
- ii. Changes to the on-site contact person information, and
- iii. Changes to the area/acreage affected by construction activity.

## B. Public Notice

For new or previously unpermitted construction activities, the applicant must publish a public notice at least one time each week for two consecutive weeks, at least 7 days apart, in a newspaper with general circulation in the county where the construction is to take place. The notice must be run after the NOI has been submitted and must contain:

1. A statement that *“The applicant is seeking coverage under the Washington State Department of Ecology’s Construction Stormwater NPDES and State Waste Discharge General Permit.”*
2. The name, address, and location of the construction site.
3. The name and address of the applicant.
4. The type of construction activity that will result in a discharge (for example, residential construction, commercial construction, etc.), and the total number of acres to be disturbed over the lifetime of the project.
5. The name of the receiving water(s) (that is, the surface water(s) to which the site will discharge), or, if the discharge is through a storm sewer system, the name of the operator of the system and the receiving water(s) the system discharges to.
6. The statement: *Any persons desiring to present their views to the Washington State Department of Ecology regarding this application, or interested in Ecology’s action on this application, may notify Ecology in writing no later than 30 days of the last date of publication of this notice. Ecology reviews public comments and considers whether discharges from this project would cause a measurable change in receiving water quality, and, if so, whether the project is necessary and in the overriding public interest according to Tier II antidegradation requirements under WAC 173-201A-320. Comments can be submitted to: Department of Ecology, PO Box 47696, Olympia, Washington 98504-7696 Attn: Water Quality Program, Construction Stormwater.*

## S3. COMPLIANCE WITH STANDARDS

- A. Discharges must not** cause or contribute to a violation of surface water quality standards (Chapter 173-201A WAC), groundwater quality standards (Chapter 173-200 WAC), sediment management standards (Chapter 173-204 WAC), and human health-based criteria in the Federal water quality criteria applicable to Washington. (40 CFR Part 131.45) Discharges that are not in compliance with these standards are prohibited.
- B. Prior to the discharge** of stormwater and non-stormwater to waters of the State, the Permittee must apply All Known, Available, and Reasonable methods of prevention, control, and Treatment (AKART). This includes the preparation and implementation of an adequate SWPPP, with all appropriate BMPs installed and maintained in accordance with the SWPPP and the terms and conditions of this permit.
- C. Ecology presumes** that a Permittee complies with water quality standards unless discharge monitoring data or other site-specific information demonstrates that a discharge causes or contributes to a violation of water quality standards, when the Permittee complies with the following conditions. The Permittee must fully:



1. Comply with all permit conditions, including; planning, sampling, monitoring, reporting, and recordkeeping conditions.
  2. Implement stormwater BMPs contained in stormwater management manuals published or approved by Ecology, or BMPs that are demonstrably equivalent to BMPs contained in stormwater management manuals published or approved by Ecology, including the proper selection, implementation, and maintenance of all applicable and appropriate BMPs for on-site pollution control. (For purposes of this section, the stormwater manuals listed in Appendix 10 of the *Phase I Municipal Stormwater Permit* are approved by Ecology.)
- D. Where construction sites** also discharge to groundwater, the groundwater discharges must also meet the terms and conditions of this CSWGP. Permittees who discharge to groundwater through an injection well must also comply with any applicable requirements of the Underground Injection Control (UIC) regulations, Chapter 173-218 WAC.

## **S4. MONITORING REQUIREMENTS, BENCHMARKS, AND REPORTING TRIGGERS**

### **A. Site Log Book**

The Permittee must maintain a site log book that contains a record of the implementation of the SWPPP and other permit requirements, including the installation and maintenance of BMPs, site inspections, and stormwater monitoring.

### **B. Site Inspections**

Construction sites one (1) acre or larger that discharge stormwater to surface waters of the State must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL). Sites less than one (1) acre may have a person without CESCL certification conduct inspections. (See Special Conditions S4.B.3 and B.4, below, for detailed requirements of the Permittee's CESCL.)

Site inspections must include all areas disturbed by construction activities, all BMPs, and all stormwater discharge points under the Permittee's operational control.

1. The Permittee must have staff knowledgeable in the principles and practices of erosion and sediment control. The CESCL (sites one acre or more) or inspector (sites less than one acre) must have the skills to assess the:
  - a. Site conditions and construction activities that could impact the quality of stormwater; and
  - b. Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges. The SWPPP must identify the CESCL or inspector, who must be present on site or on-call at all times. The CESCL (sites one (1) acre or more) must obtain this certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology. (See BMP C160 in the manual, referred to in Special Condition S9.C.1 and 2.)
2. The CESCL or inspector must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen. BMP effectiveness must be evaluated to



determine if it is necessary to install, maintain, or repair BMPs to improve the quality of stormwater discharges.

Based on the results of the inspection, the Permittee must correct the problems identified, by:

- a. Reviewing the SWPPP for compliance with Special Condition S9 and making appropriate revisions within 7 days of the inspection.
  - b. Immediately beginning the process of fully implementing and maintaining appropriate source control and/or treatment BMPs, within 10 days of the inspection. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.
  - c. Documenting BMP implementation and maintenance in the site log book.
3. The CESCL or inspector must inspect all areas disturbed by construction activities, all BMPs, and all stormwater discharge points at least once every calendar week and within 24 hours of any discharge from the site. (For purposes of this condition, individual discharge events that last more than one (1) day do not require daily inspections. For example, if a stormwater pond discharges continuously over the course of a week, only one (1) inspection is required that week.) Inspection frequency may be reduced to once every calendar month for inactive sites that are temporarily stabilized.
4. The Permittee must summarize the results of each inspection in an inspection report or checklist and enter the report/checklist into, or attach it to, the site log book. At a minimum, each inspection report or checklist must include:
  - a. Inspection date and time.
  - b. Weather information.
  - c. The general conditions during inspection.
  - d. The approximate amount of precipitation since the last inspection.
  - e. The approximate amount of precipitation within the last 24 hours.
  - f. A summary or list of all implemented BMPs, including observations of all erosion/sediment control structures or practices.
  - g. A description of:
    - i. BMPs inspected (including location).
    - ii. BMPs that need maintenance and why.
    - iii. BMPs that failed to operate as designed or intended, and
    - iv. Where additional or different BMPs are needed, and why.
  - h. A description of stormwater discharged from the site. The Permittee must note the presence of suspended sediment, turbidity, discoloration, and oil sheen, as applicable.

- i. Any water quality monitoring performed during inspection.
- j. General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made following the inspection.
- k. An implementation schedule for the remedial actions that the Permittee plans to take if the site inspection indicates that the site is out of compliance. The remedial actions taken must meet the requirements of the SWPPP and the permit.
- l. A summary report of the inspection.
- m. The name, title, and signature of the person conducting the site inspection, a phone number or other reliable method to reach this person, and the following statement:  
*I certify that this report is true, accurate, and complete to the best of my knowledge and belief.*

**Table 3 Summary of Primary Monitoring Requirements**

Size of Soil Disturbance <sup>1</sup>	Weekly Site Inspections	Weekly Sampling w/ Turbidity Meter	Weekly Sampling w/ Transparency Tube	Weekly pH Sampling <sup>2</sup>	CESCL Required for Inspections?
Sites that disturb less than 1 acre, but are part of a larger Common Plan of Development	Required	Not Required	Not Required	Not Required	No
Sites that disturb 1 acre or more, but fewer than 5 acres	Required	Sampling Required – either method <sup>3</sup>		Required	Yes
Sites that disturb 5 acres or more	Required	Required	Not Required <sup>4</sup>	Required	Yes

<sup>1</sup> Soil disturbance is calculated by adding together all areas that will be affected by construction activity. Construction activity means clearing, grading, excavation, and any other activity that disturbs the surface of the land, including ingress/egress from the site.

<sup>2</sup> If construction activity results in the disturbance of 1 acre or more, and involves significant concrete work (1,000 cubic yards of concrete or recycled concrete placed or poured over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer stormwater collection system that drains to other surface waters of the State, the Permittee must conduct pH sampling in accordance with Special Condition S4.D.

<sup>3</sup> Sites with one or more acres, but fewer than 5 acres of soil disturbance, must conduct turbidity or transparency sampling in accordance with Special Condition S4.C.4.a or b.

<sup>4</sup> Sites equal to or greater than 5 acres of soil disturbance must conduct turbidity sampling using a turbidity meter in accordance with Special Condition S4.C.4.a.

### **C. Turbidity/Transparency Sampling Requirements**

#### **1. Sampling Methods**

- a. If construction activity involves the disturbance of five (5) acres or more, the Permittee must conduct turbidity sampling per Special Condition S4.C.4.a, below.
- b. If construction activity involves one (1) acre or more but fewer than five (5) acres of soil disturbance, the Permittee must conduct either transparency sampling *or* turbidity sampling per Special Condition S4.C.4.a or b, below.

#### **2. Sampling Frequency**

- a. The Permittee must sample all discharge points at least once every calendar week when stormwater (or authorized non-stormwater) discharges from the site or enters any on-site surface waters of the state (for example, a creek running through a site); sampling is not required on sites that disturb less than an acre.
- b. Samples must be representative of the flow and characteristics of the discharge.
- c. Sampling is not required when there is no discharge during a calendar week.
- d. Sampling is not required outside of normal working hours or during unsafe conditions.
- e. If the Permittee is unable to sample during a monitoring period, the Permittee must include a brief explanation in the monthly Discharge Monitoring Report (DMR).
- f. Sampling is not required before construction activity begins.
- g. The Permittee may reduce the sampling frequency for temporarily stabilized, inactive sites to once every calendar month.

#### **3. Sampling Locations**

- a. Sampling is required at all points where stormwater associated with construction activity (or authorized non-stormwater) is discharged off site, including where it enters any on-site surface waters of the state (for example, a creek running through a site).
- b. The Permittee may discontinue sampling at discharge points that drain areas of the project that are fully stabilized to prevent erosion.
- c. The Permittee must identify all sampling point(s) in the SWPPP and on the site map and clearly mark these points in the field with a flag, tape, stake or other visible marker.
- d. Sampling is not required for discharge that is sent directly to sanitary or combined sewer systems.
- e. The Permittee may discontinue sampling at discharge points in areas of the project where the Permittee no longer has operational control of the construction activity.

#### 4. Sampling and Analysis Methods

- a. The Permittee performs turbidity analysis with a calibrated turbidity meter (turbidimeter) either on site or at an accredited lab. The Permittee must record the results in the site log book in nephelometric turbidity units (NTUs).
- b. The Permittee performs transparency analysis on site with a 1¾ inch diameter, 60 centimeter (cm)-long transparency tube. The Permittee will record the results in the site log book in centimeters (cm).

**Table 4 Monitoring and Reporting Requirements**

Parameter	Unit	Analytical Method	Sampling Frequency	Benchmark Value
Turbidity	NTU	SM2130	Weekly, if discharging	25 NTUs
Transparency	Cm	Manufacturer instructions, or Ecology guidance	Weekly, if discharging	33 cm

#### 5. Turbidity/Transparency Benchmark Values and Reporting Triggers

The benchmark value for turbidity is 25 NTUs. The benchmark value for transparency is 33 centimeters (cm). Note: Benchmark values do not apply to discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for turbidity, fine sediment, or phosphorus; these discharges are subject to a numeric effluent limit for turbidity. Refer to Special Condition S8 for more information and follow S5.F – Noncompliance Notification for reporting requirements applicable to discharges which exceed the numeric effluent limit for turbidity.

- a. Turbidity 26 – 249 NTUs, or Transparency 32 – 7 cm:

If the discharge turbidity is 26 to 249 NTUs; or if discharge transparency is 32 to 7 cm, the Permittee must:

- i. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs, and no later than 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- ii. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the date the discharge exceeded the benchmark.
- iii. Document BMP implementation and maintenance in the site log book.

- b. Turbidity 250 NTUs or greater, or Transparency 6 cm or less:

If a discharge point's turbidity is 250 NTUs or greater, or if discharge transparency is less than or equal to 6 cm, the Permittee must complete the reporting and adaptive

management process described below. For discharges which are subject to a numeric effluent limit for turbidity, see S5.F – Noncompliance Notification.

- i. Within 24 hours, telephone or submit an electronic report to the applicable Ecology Region's Environmental Report Tracking System (ERTS) number (or through Ecology's Water Quality Permitting Portal [WQWebPortal] – Permit Submittals when the form is available), in accordance with Special Condition S5.A.
  - **Central Region** (Okanogan, Chelan, Douglas, Kittitas, Yakima, Klickitat, Benton): (509) 575-2490
  - **Eastern Region** (Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Spokane, Stevens, Walla Walla, Whitman): (509) 329-3400
  - **Northwest Region** (Kitsap, Snohomish, Island, King, San Juan, Skagit, Whatcom): (425) 649-7000
  - **Southwest Region** (Grays Harbor, Lewis, Mason, Thurston, Pierce, Clark, Cowlitz, Skamania, Wahkiakum, Clallam, Jefferson, Pacific): (360) 407-6300

These numbers and a link to the ERTS reporting page are also listed at the following website: <http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html>.

- ii. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems within 10 days of the date the discharge exceeded the benchmark. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when the Permittee requests an extension within the initial 10-day response period.
- iii. Sample discharges daily until:
  - a) Turbidity is 25 NTUs (or lower); or
  - b) Transparency is 33 cm (or greater); or
  - c) The Permittee has demonstrated compliance with the water quality standard for turbidity:
    - 1) No more than 5 NTUs over background turbidity, if background is less than 50 NTUs, or
    - 2) No more than 10% over background turbidity, if background is 50 NTUs or greater; or

\*Note: background turbidity in the receiving water must be measured immediately upstream (upgradient) or outside of the area of influence of the discharge.
  - d) The discharge stops or is eliminated.
- iv. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within seven (7) days of the date the discharge exceeded the benchmark.

- v. Document BMP implementation and maintenance in the site log book.

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with permit benchmarks.

#### **D. pH Sampling Requirements – Significant Concrete Work or Engineered Soils**

If construction activity results in the disturbance of 1 acre or more, *and* involves significant concrete work (significant concrete work means greater than 1000 cubic yards placed or poured concrete or recycled concrete used over the life of a project) or the use of engineered soils (soil amendments including but not limited to Portland cement-treated base [CTB], cement kiln dust [CKD], or fly ash), and stormwater from the affected area drains to surface waters of the State or to a storm sewer system that drains to surface waters of the State, the Permittee must conduct pH sampling as set forth below. Note: In addition, discharges to segments of water bodies on Washington State's 303(d) list (Category 5) for high pH are subject to a numeric effluent limit for pH; refer to Special Condition S8.

1. The Permittee must perform pH analysis on site with a calibrated pH meter, pH test kit, or wide range pH indicator paper. The Permittee must record pH sampling results in the site log book.
2. During the applicable pH monitoring period defined below, the Permittee must obtain a representative sample of stormwater and conduct pH analysis at least once per week.
  - a. For sites with significant concrete work, the Permittee must begin the pH sampling period when the concrete is first placed or poured and exposed to precipitation, and continue weekly throughout and after the concrete placement, pour and curing period, until stormwater pH is in the range of 6.5 to 8.5 (su).
  - b. For sites with recycled concrete where monitoring is required, the Permittee must begin the weekly pH sampling period when the recycled concrete is first exposed to precipitation and must continue until the recycled concrete is fully stabilized with the stormwater pH in the range of 6.5 to 8.5 (su).
  - c. For sites with engineered soils, the Permittee must begin the pH sampling period when the soil amendments are first exposed to precipitation and must continue until the area of engineered soils is fully stabilized.
3. The Permittee must sample pH in the sediment trap/pond(s) or other locations that receive stormwater runoff from the area of significant concrete work or engineered soils before the stormwater discharges to surface waters.
4. The benchmark value for pH is 8.5 standard units. Anytime sampling indicates that pH is 8.5 or greater, the Permittee must either:
  - a. Prevent the high pH water (8.5 or above) from entering storm sewer systems or surface waters of the state; *or*
  - b. If necessary, adjust or neutralize the high pH water until it is in the range of pH 6.5 to 8.5 (su) using an appropriate treatment BMP such as carbon dioxide (CO<sub>2</sub>) sparging, dry ice or food grade vinegar. The Permittee must obtain written approval from Ecology before using any form of chemical treatment other than CO<sub>2</sub> sparging, dry ice or food grade vinegar.

## S5. REPORTING AND RECORDKEEPING REQUIREMENTS

### A. High Turbidity Reporting

Anytime sampling performed in accordance with Special Condition S4.C indicates turbidity has reached the 250 NTUs or more (or transparency less than or equal to 6 cm), high turbidity reporting level, the Permittee must notify Ecology within 24 hours of analysis either by calling the applicable Ecology Region's Environmental Report Tracking System (ERTS) number by phone or by submitting an electronic ERTS report (through Ecology's Water Quality Permitting Portal (WQWebPortal) – Permit Submittals when the form is available). See the CSWGP website for links to ERTS and the WQWebPortal. (<http://www.ecy.wa.gov/programs/wq/stormwater/construction/index.html>) Also, see phone numbers in Special Condition S4.C.5.b.i.

### B. Discharge Monitoring Reports (DMRs)

Permittees required to conduct water quality sampling in accordance with Special Conditions S4.C (Turbidity/Transparency), S4.D (pH), S8 (303[d]/TMDL sampling), and/or G12 (Additional Sampling) must submit the results to Ecology.

Permittees must submit monitoring data using Ecology's WQWebDMR web application accessed through Ecology's Water Quality Permitting Portal.

Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper copy DMR at:

Department of Ecology  
Water Quality Program - Construction Stormwater  
PO Box 47696  
Olympia, WA 98504-7696

Permittees who obtain a waiver not to use WQWebDMR must use the forms provided to them by Ecology; submittals must be mailed to the address above. Permittees must submit DMR forms to be received by Ecology within 15 days following the end of each month.

If there was no discharge during a given monitoring period, all Permittees must submit a DMR as required with "no discharge" entered in place of the monitoring results. DMRs are required for the full duration of permit coverage (from the first full month following the effective date of permit coverage up until Ecology has approved termination of the coverage). For more information, contact Ecology staff using information provided at the following website: [www.ecy.wa.gov/programs/wq/permits/paris/contacts.html](http://www.ecy.wa.gov/programs/wq/permits/paris/contacts.html).

### C. Records Retention

The Permittee must retain records of all monitoring information (site log book, sampling results, inspection reports/checklists, etc.), Stormwater Pollution Prevention Plan, copy of the permit coverage letter (including Transfer of Coverage documentation) and any other documentation of compliance with permit requirements for the entire life of the construction project and for a minimum of five (5) years following the termination of permit coverage. Such information must include all calibration and maintenance records, and records of all data used to complete the application for this permit. This period of retention must be extended during



the course of any unresolved litigation regarding the discharge of pollutants by the Permittee or when requested by Ecology.

#### **D. Recording Results**

For each measurement or sample taken, the Permittee must record the following information:

1. Date, place, method, and time of sampling or measurement.
2. The first and last name of the individual who performed the sampling or measurement.
3. The date(s) the analyses were performed.
4. The first and last name of the individual who performed the analyses.
5. The analytical techniques or methods used.
6. The results of all analyses.

#### **E. Additional Monitoring by the Permittee**

If the Permittee samples or monitors any pollutant more frequently than required by this permit using test procedures specified by Special Condition S4 of this permit, the sampling results for this monitoring must be included in the calculation and reporting of the data submitted in the Permittee's DMR.

#### **F. Noncompliance Notification**

In the event the Permittee is unable to comply with any part of the terms and conditions of this permit, and the resulting noncompliance may cause a threat to human health or the environment (such as but not limited to spills or fuels or other materials, catastrophic pond or slope failure, and discharges that violate water quality standards), or exceed numeric effluent limitations (see S8 – Discharges to 303(d) or TMDL Waterbodies), the Permittee must, upon becoming aware of the circumstance:

1. Notify Ecology within 24 hours of the failure to comply by calling the applicable Regional office ERTS phone number (refer to Special Condition S4.C.5.b.i, or go to <https://ecology.wa.gov/About-us/Get-involved/Report-an-environmental-issue> to find contact information for the regional offices.)
2. Immediately take action to prevent the discharge/pollution, or otherwise stop or correct the noncompliance, and, if applicable, repeat sampling and analysis of any noncompliance immediately and submit the results to Ecology within five (5) days of becoming aware of the violation (See S5.F.3, below, for details on submitting results in a report).
3. Submit a detailed written report to Ecology within five (5) days of the time the Permittee becomes aware of the circumstances, unless requested earlier by Ecology. The report must be submitted using Ecology's Water Quality Permitting Portal (WQWebPortal) – Permit Submittals, unless a waiver from electronic reporting has been granted according to S5.B. The report must contain a description of the noncompliance, including exact dates and times, and if the noncompliance has not been corrected, the anticipated time it is expected to continue; and the steps taken or planned to reduce, eliminate, and prevent reoccurrence of the noncompliance.



The Permittee must report any unanticipated bypass and/or upset that exceeds any effluent limit in the permit in accordance with the 24-hour reporting requirement contained in 40 C.F.R. 122.41(l)(6).

Compliance with these requirements does not relieve the Permittee from responsibility to maintain continuous compliance with the terms and conditions of this permit or the resulting liability for failure to comply. Upon request of the Permittee, Ecology may waive the requirement for a written report on a case-by-case basis, if the immediate notification is received by Ecology within 24 hours.

#### **G. Access to Plans and Records**

1. The Permittee must retain the following permit documentation (plans and records) on site, or within reasonable access to the site, for use by the operator or for on-site review by Ecology or the local jurisdiction:
  - a. General Permit
  - b. Permit Coverage Letter
  - c. Stormwater Pollution Prevention Plan (SWPPP)
  - d. Site Log Book
  - e. Erosivity Waiver (if applicable)
2. The Permittee must address written requests for plans and records listed above (Special Condition S5.G.1) as follows:
  - a. The Permittee must provide a copy of plans and records to Ecology within 14 days of receipt of a written request from Ecology.
  - b. The Permittee must provide a copy of plans and records to the public when requested in writing. Upon receiving a written request from the public for the Permittee's plans and records, the Permittee must either:
    - i. Provide a copy of the plans and records to the requester within 14 days of a receipt of the written request; *or*
    - ii. Notify the requester within 10 days of receipt of the written request of the location and times within normal business hours when the plans and records may be viewed; and provide access to the plans and records within 14 days of receipt of the written request; *or*

Within 14 days of receipt of the written request, the Permittee may submit a copy of the plans and records to Ecology for viewing and/or copying by the requester at an Ecology office, or a mutually agreed location. If plans and records are viewed and/or copied at a location other than at an Ecology office, the Permittee will provide reasonable access to copying services for which a reasonable fee may be charged. The Permittee must notify the requester within 10 days of receipt of the request where the plans and records may be viewed and/or copied.

## S6. PERMIT FEES

The Permittee must pay permit fees assessed by Ecology. Fees for stormwater discharges covered under this permit are established by Chapter 173-224 WAC. Ecology continues to assess permit fees until the permit is terminated in accordance with Special Condition S10 or revoked in accordance with General Condition G5.

## S7. SOLID AND LIQUID WASTE DISPOSAL

The Permittee must handle and dispose of solid and liquid wastes generated by construction activity, such as demolition debris, construction materials, contaminated materials, and waste materials from maintenance activities, including liquids and solids from cleaning catch basins and other stormwater facilities, in accordance with:

- A. Special Condition S3, Compliance with Standards.
- B. WAC 173-216-110.
- C. Other applicable regulations.

## S8. DISCHARGES TO 303(d) OR TMDL WATERBODIES

### A. Sampling and Numeric Effluent Limits For Certain Discharges to 303(d)-Listed Water Bodies

1. Permittees who discharge to segments of water bodies listed as impaired by the State of Washington under Section 303(d) of the Clean Water Act for turbidity, fine sediment, high pH, or phosphorus, must conduct water quality sampling according to the requirements of this section, and Special Conditions S4.C.2.b-f and S4.C.3.b-d, and must comply with the applicable numeric effluent limitations in S8.C and S8.D.
2. All references and requirements associated with Section 303(d) of the Clean Water Act mean the most current listing by Ecology of impaired waters (Category 5) that exists on January 1, 2021, or the date when the operator's complete permit application is received by Ecology, whichever is later.

### B. Limits on Coverage for New Discharges to TMDL or 303(d)-Listed Waters

Construction sites that discharge to a TMDL or 303(d)-listed waterbody are not eligible for coverage under this permit *unless* the operator:

1. Prevents exposing stormwater to pollutants for which the waterbody is impaired, and retains documentation in the SWPPP that details procedures taken to prevent exposure on site; *or*
2. Documents that the pollutants for which the waterbody is impaired are not present at the site, and retains documentation of this finding within the SWPPP; *or*
3. Provides Ecology with data indicating the discharge is not expected to cause or contribute to an exceedance of a water quality standard, and retains such data on site with the SWPPP. The operator must provide data and other technical information to Ecology that sufficiently demonstrate:
  - a. For discharges to waters without an EPA-approved or -established TMDL, that the discharge of the pollutant for which the water is impaired will meet in-stream water quality criteria at the point of discharge to the waterbody; *or*
  - b. For discharges to waters with an EPA-approved or -established TMDL, that there is sufficient remaining wasteload allocation in the TMDL to allow construction stormwater discharge and that existing dischargers to the waterbody are subject to compliance schedules designed to bring the waterbody into attainment with water quality standards.

Operators of construction sites are eligible for coverage under this permit only after Ecology makes an affirmative determination that the *discharge will not cause or contribute to the existing impairment or exceed the TMDL*.

**C. Sampling and Numeric Effluent Limits for Discharges to Water Bodies on the 303(d) List for Turbidity, Fine Sediment, or Phosphorus**

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for turbidity, fine sediment, or phosphorus must conduct turbidity sampling in accordance with Special Condition S4.C.2 and comply with either of the numeric effluent limits noted in Table 5 below.
2. As an alternative to the 25 NTUs effluent limit noted in Table 5 below (applied at the point where stormwater [or authorized non-stormwater] is discharged off-site), Permittees may choose to comply with the surface water quality standard for turbidity. The standard is: no more than 5 NTUs over background turbidity when the background turbidity is 50 NTUs or less, or no more than a 10% increase in turbidity when the background turbidity is more than 50 NTUs. In order to use the water quality standard requirement, the sampling must take place at the following locations:
  - a. Background turbidity in the 303(d)-listed receiving water immediately upstream (upgradient) or outside the area of influence of the discharge.
  - b. Turbidity at the point of discharge into the 303(d)-listed receiving water, inside the area of influence of the discharge.
3. Discharges that exceed the numeric effluent limit for turbidity constitute a violation of this permit.
4. Permittees whose discharges exceed the numeric effluent limit must sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

**Table 5 Turbidity, Fine Sediment & Phosphorus Sampling and Limits for 303(d)-Listed Waters**

Parameter identified in 303(d) listing	Parameter Sampled	Unit	Analytical Method	Sampling Frequency	Numeric Effluent Limit <sup>1</sup>
<ul style="list-style-type: none"> <li>Turbidity</li> <li>Fine Sediment</li> <li>Phosphorus</li> </ul>	Turbidity	NTU	SM2130	Weekly, if discharging	25 NTUs, at the point where stormwater is discharged from the site; <b><i>OR</i></b> In compliance with the surface water quality standard for turbidity (S8.C.2.a)

<sup>1</sup> Permittees subject to a numeric effluent limit for turbidity may, at their discretion, choose either numeric effluent limitation based on site-specific considerations including, but not limited to, safety, access and convenience.

#### **D. Discharges to Water Bodies on the 303(d) List for High pH**

1. Permittees who discharge to segments of water bodies on the 303(d) list (Category 5) for high pH must conduct pH sampling in accordance with the table below, and comply with the numeric effluent limit of pH 6.5 to 8.5 su (Table 6).

**Table 6 pH Sampling and Limits for 303(d)-Listed Waters**

Parameter identified in 303(d) listing	Parameter Sampled/Units	Analytical Method	Sampling Frequency	Numeric Effluent Limit
High pH	pH /Standard Units	pH meter	Weekly, if discharging	In the range of 6.5 – 8.5 su

2. At the Permittee's discretion, compliance with the limit shall be assessed at one of the following locations:
  - a. Directly in the 303(d)-listed waterbody segment, inside the immediate area of influence of the discharge; *or*
  - b. Alternatively, the Permittee may measure pH at the point where the discharge leaves the construction site, rather than in the receiving water.
3. Discharges that exceed the numeric effluent limit for pH (outside the range of 6.5 – 8.5 su) constitute a violation of this permit.
4. Permittees whose discharges exceed the numeric effluent limit must sample discharges daily until the violation is corrected and comply with the non-compliance notification requirements in Special Condition S5.F.

#### **E. Sampling and Limits for Sites Discharging to Waters Covered by a TMDL or another Pollution Control Plan**

1. Discharges to a waterbody that is subject to a Total Maximum Daily Load (TMDL) for turbidity, fine sediment, high pH, or phosphorus must be consistent with the TMDL. Refer to <http://www.ecy.wa.gov/programs/wq/tmdl/TMDLsbyWria/TMDLbyWria.html> for more information on TMDLs.
  - a. Where an applicable TMDL sets specific waste load allocations or requirements for discharges covered by this permit, discharges must be consistent with any specific waste load allocations or requirements established by the applicable TMDL.
    - i. The Permittee must sample discharges weekly, unless otherwise specified by the TMDL, to evaluate compliance with the specific waste load allocations or requirements.
    - ii. Analytical methods used to meet the monitoring requirements must conform to the latest revision of the *Guidelines Establishing Test Procedures for the Analysis of Pollutants* contained in 40 CFR Part 136.
    - iii. Turbidity and pH methods need not be accredited or registered unless conducted at a laboratory which must otherwise be accredited or registered.
  - b. Where an applicable TMDL has established a general waste load allocation for construction stormwater discharges, but has not identified specific requirements, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.
  - c. Where an applicable TMDL has not specified a waste load allocation for construction stormwater discharges, but has not excluded these discharges, compliance with Special Conditions S4 (Monitoring) and S9 (SWPPPs) will constitute compliance with the approved TMDL.
  - d. Where an applicable TMDL specifically precludes or prohibits discharges from construction activity, the operator is not eligible for coverage under this permit.

## S9. STORMWATER POLLUTION PREVENTION PLAN

The Permittee must prepare and properly implement an adequate Stormwater Pollution Prevention Plan (SWPPP) for construction activity in accordance with the requirements of this permit beginning with initial soil disturbance and until final stabilization.

### **A. The Permittee's SWPPP must meet the following objectives:**

1. To identify best management practices (BMPs) which prevent erosion and sedimentation, and to reduce, eliminate or prevent stormwater contamination and water pollution from construction activity.
2. To prevent violations of surface water quality, groundwater quality, or sediment management standards.
3. To control peak volumetric flow rates and velocities of stormwater discharges.

## **B. General Requirements**

1. The SWPPP must include a narrative and drawings. All BMPs must be clearly referenced in the narrative and marked on the drawings. The SWPPP narrative must include documentation to explain and justify the pollution prevention decisions made for the project. Documentation must include:
  - a. Information about existing site conditions (topography, drainage, soils, vegetation, etc.).
  - b. Potential erosion problem areas.
  - c. The 13 elements of a SWPPP in Special Condition S9.D.1-13, including BMPs used to address each element.
  - d. Construction phasing/sequence and general BMP implementation schedule.
  - e. The actions to be taken if BMP performance goals are not achieved—for example, a contingency plan for additional treatment and/or storage of stormwater that would violate the water quality standards if discharged.
  - f. Engineering calculations for ponds, treatment systems, and any other designed structures. When a treatment system requires engineering calculations, these calculations must be included in the SWPPP. Engineering calculations do not need to be included in the SWPPP for treatment systems that do not require such calculations.
2. The Permittee must modify the SWPPP if, during inspections or investigations conducted by the owner/operator, or the applicable local or state regulatory authority, it is determined that the SWPPP is, or would be, ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. The Permittee must then:
  - a. Review the SWPPP for compliance with Special Condition S9 and make appropriate revisions within 7 days of the inspection or investigation.
  - b. Immediately begin the process to fully implement and maintain appropriate source control and/or treatment BMPs as soon as possible, addressing the problems no later than 10 days from the inspection or investigation. If installation of necessary treatment BMPs is not feasible within 10 days, Ecology may approve additional time when an extension is requested by a Permittee within the initial 10-day response period.
  - c. Document BMP implementation and maintenance in the site log book.

The Permittee must modify the SWPPP whenever there is a change in design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the State.

## **C. Stormwater Best Management Practices (BMPs)**

BMPs must be consistent with:

1. *Stormwater Management Manual for Western Washington* (most current approved edition at the time this permit was issued), for sites west of the crest of the Cascade Mountains; *or*

2. *Stormwater Management Manual for Eastern Washington* (most current approved edition at the time this permit was issued), for sites east of the crest of the Cascade Mountains; *or*
3. Revisions to the manuals listed in Special Condition S9.C.1 & 2, or other stormwater management guidance documents or manuals which provide an equivalent level of pollution prevention, that are approved by Ecology and incorporated into this permit in accordance with the permit modification requirements of WAC 173-226-230; *or*
4. Documentation in the SWPPP that the BMPs selected provide an equivalent level of pollution prevention, compared to the applicable stormwater management manuals, including:
  - a. The technical basis for the selection of all stormwater BMPs (scientific, technical studies, and/or modeling) that support the performance claims for the BMPs being selected.
  - b. An assessment of how the selected BMP will satisfy AKART requirements and the applicable federal technology-based treatment requirements under 40 CFR part 125.3.

#### **D. SWPPP – Narrative Contents and Requirements**

The Permittee must include each of the 13 elements below in Special Condition S9.D.1-13 in the narrative of the SWPPP and implement them unless site conditions render the element unnecessary and the exemption from that element is clearly justified in the SWPPP.

1. Preserve Vegetation/Mark Clearing Limits
  - a. Before beginning land-disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area.
  - b. Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practicable.
2. Establish Construction Access
  - a. Limit construction vehicle access and exit to one route, if possible.
  - b. Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs, to minimize tracking sediment onto roads.
  - c. Locate wheel wash or tire baths on site, if the stabilized construction entrance is not effective in preventing tracking sediment onto roads.
  - d. If sediment is tracked off site, clean the affected roadway thoroughly at the end of each day, or more frequently as necessary (for example, during wet weather). Remove sediment from roads by shoveling, sweeping, or pickup and transport of the sediment to a controlled sediment disposal area.
  - e. Conduct street washing only after sediment removal in accordance with Special Condition S9.D.2.d.
  - f. Control street wash wastewater by pumping back on site or otherwise preventing it from discharging into systems tributary to waters of the State.

### 3. Control Flow Rates

- a. Protect properties and waterways downstream of construction sites from erosion and the associated discharge of turbid waters due to increases in the velocity and peak volumetric flow rate of stormwater runoff from the project site, as required by local plan approval authority.
- b. Where necessary to comply with Special Condition S9.D.3.a, construct stormwater infiltration or detention BMPs as one of the first steps in grading. Assure that detention BMPs function properly before constructing site improvements (for example, impervious surfaces).
- c. If permanent infiltration ponds are used for flow control during construction, protect these facilities from sedimentation during the construction phase.

### 4. Install Sediment Controls

The Permittee must design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants. At a minimum, the Permittee must:

- a. Construct sediment control BMPs (sediment ponds, traps, filters, infiltration facilities, etc.) as one of the first steps in grading. These BMPs must be functional before other land disturbing activities take place.
- b. Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater runoff, and soil characteristics, including the range of soil particle sizes expected to be present on the site.
- c. Direct stormwater runoff from disturbed areas through a sediment pond or other appropriate sediment removal BMP, before the runoff leaves a construction site or before discharge to an infiltration facility. Runoff from fully stabilized areas may be discharged without a sediment removal BMP, but must meet the flow control performance standard of Special Condition S9.D.3.a.
- d. Locate BMPs intended to trap sediment on site in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or drainages.
- e. Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration, unless infeasible.
- f. Where feasible, design outlet structures that withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column.

### 5. Stabilize Soils

- a. The Permittee must stabilize exposed and unworked soils by application of effective BMPs that prevent erosion. Applicable BMPs include, but are not limited to: temporary and permanent seeding, sodding, mulching, plastic covering, erosion



control fabrics and matting, soil application of polyacrylamide (PAM), the early application of gravel base on areas to be paved, and dust control.

- b. The Permittee must control stormwater volume and velocity within the site to minimize soil erosion.
- c. The Permittee must control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
- d. Depending on the geographic location of the project, the Permittee must not allow soils to remain exposed and unworked for more than the time periods set forth below to prevent erosion.

**West of the Cascade Mountains Crest**

During the dry season (May 1 - September 30): 7 days

During the wet season (October 1 - April 30): 2 days

**East of the Cascade Mountains Crest, except for Central Basin\***

During the dry season (July 1 - September 30): 10 days

During the wet season (October 1 - June 30): 5 days

**The Central Basin\*, East of the Cascade Mountains Crest**

During the dry Season (July 1 - September 30): 30 days

During the wet season (October 1 - June 30): 15 days

**\*Note: The Central Basin** is defined as the portions of Eastern Washington with mean annual precipitation of less than 12 inches.

- e. The Permittee must stabilize soils at the end of the shift before a holiday or weekend if needed based on the weather forecast.
- f. The Permittee must stabilize soil stockpiles from erosion, protected with sediment trapping measures, and where possible, be located away from storm drain inlets, waterways, and drainage channels.
- g. The Permittee must minimize the amount of soil exposed during construction activity.
- h. The Permittee must minimize the disturbance of steep slopes.
- i. The Permittee must minimize soil compaction and, unless infeasible, preserve topsoil.

**6. Protect Slopes**

- a. The Permittee must design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).
- b. The Permittee must divert off-site stormwater (run-on) or groundwater away from slopes and disturbed areas with interceptor dikes, pipes, and/or swales. Off-site stormwater should be managed separately from stormwater generated on the site.
- c. At the top of slopes, collect drainage in pipe slope drains or protected channels to prevent erosion.

- i. West of the Cascade Mountains Crest: Temporary pipe slope drains must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate predicted by an approved continuous runoff model, increased by a factor of 1.6, may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the Western Washington Hydrology Model (WWHM) to predict flows, bare soil areas should be modeled as "landscaped area."
  - ii. East of the Cascade Mountains Crest: Temporary pipe slope drains must handle the expected peak flow rate from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.
- d. Place excavated material on the uphill side of trenches, consistent with safety and space considerations.
- e. Place check dams at regular intervals within constructed channels that are cut down a slope.
- 7. Protect Drain Inlets
  - a. Protect all storm drain inlets made operable during construction so that stormwater runoff does not enter the conveyance system without first being filtered or treated to remove sediment.
  - b. Clean or remove and replace inlet protection devices when sediment has filled one-third of the available storage (unless a different standard is specified by the product manufacturer).
- 8. Stabilize Channels and Outlets
  - a. Design, construct and stabilize all on-site conveyance channels to prevent erosion from the following expected peak flows:
    - i. West of the Cascade Mountains Crest: Channels must handle the peak 10-minute flow rate from a Type 1A, 10-year, 24-hour frequency storm for the developed condition. Alternatively, the 10-year, 1-hour flow rate indicated by an approved continuous runoff model, increased by a factor of 1.6, may be used. The hydrologic analysis must use the existing land cover condition for predicting flow rates from tributary areas outside the project limits. For tributary areas on the project site, the analysis must use the temporary or permanent project land cover condition, whichever will produce the highest flow rates. If using the WWHM to predict flows, bare soil areas should be modeled as "landscaped area."
    - ii. East of the Cascade Mountains Crest: Channels must handle the expected peak flow rate from a 6-month, 3-hour storm for the developed condition, referred to as the short duration storm.
  - b. Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.

## 9. Control Pollutants

Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants. The Permittee must:

- a. Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.
- b. Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health or the environment. Minimize storage of hazardous materials on-site. Safety Data Sheets (SDS) should be supplied for all materials stored. Chemicals should be kept in their original labeled containers. On-site fueling tanks must include secondary containment. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume of the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- c. Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.
- d. Discharge wheel wash or tire bath wastewater to a separate on-site treatment system that prevents discharge to surface water, such as closed-loop recirculation or upland land application, or to the sanitary sewer with local sewer district approval.
- e. Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemical to stormwater runoff. Follow manufacturers' label requirements for application rates and procedures.
- f. Use BMPs to prevent contamination of stormwater runoff by pH-modifying sources. The sources for this contamination include, but are not limited to: bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, recycled concrete stockpiles, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, concrete pumping and mixer washout waters. (Also refer to the definition for "concrete wastewater" in Appendix A – Definitions.)
- g. Adjust the pH of stormwater or authorized non-stormwater if necessary to prevent an exceedance of groundwater and/or surface water quality standards.
- h. Assure that washout of concrete trucks is performed off-site or in designated concrete washout areas only. Do not wash out concrete truck drums onto the ground, or into storm drains, open ditches, streets, or streams. Washout of small concrete handling equipment may be disposed of in a formed area awaiting concrete where it will not contaminate surface or groundwater. Do not dump excess concrete on site, except in designated concrete washout areas. Concrete spillage or concrete discharge directly to groundwater or surface waters of the State is

prohibited. At no time shall concrete be washed off into the footprint of an area where an infiltration BMP will be installed.

- i. Obtain written approval from Ecology before using any chemical treatment, with the exception of CO<sub>2</sub>, dry ice or food grade vinegar, to adjust pH.
- j. Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5 (su).

#### 10. Control Dewatering

- a. Permittees must discharge foundation, vault, and trench dewatering water, which have characteristics similar to stormwater runoff at the site, in conjunction with BMPs to reduce sedimentation before discharge to a sediment trap or sediment pond.
- b. Permittees may discharge clean, non-turbid dewatering water, such as well-point groundwater, to systems tributary to, or directly into surface waters of the State, as specified in Special Condition S9.D.8, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through stormwater sediment ponds. Note that “surface waters of the State” may exist on a construction site as well as off site; for example, a creek running through a site.
- c. Other dewatering treatment or disposal options may include:
  - i. Infiltration
  - ii. Transport off site in a vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters.
  - iii. Ecology-approved on-site chemical treatment or other suitable treatment technologies (See S9.D.9.i, regarding chemical treatment written approval).
  - iv. Sanitary or combined sewer discharge with local sewer district approval, if there is no other option.
  - v. Use of a sedimentation bag with discharge to a ditch or swale for small volumes of localized dewatering.
- d. Permittees must handle highly turbid or contaminated dewatering water separately from stormwater.

#### 11. Maintain BMPs

- a. Permittees must maintain and repair all temporary and permanent erosion and sediment control BMPs as needed to assure continued performance of their intended function in accordance with BMP specifications.
- b. Permittees must remove all temporary erosion and sediment control BMPs within 30 days after achieving final site stabilization or after the temporary BMPs are no longer needed.

## 12. Manage the Project

- a. Phase development projects to the maximum degree practicable and take into account seasonal work limitations.
- b. Inspect, maintain and repair all BMPs as needed to assure continued performance of their intended function. Conduct site inspections and monitoring in accordance with Special Condition S4.
- c. Maintain, update, and implement the SWPPP in accordance with Special Conditions S3, S4, and S9.

## 13. Protect Low Impact Development (LID) BMPs

The primary purpose of on-site LID Stormwater Management is to reduce the disruption of the natural site hydrology through infiltration. LID BMPs are permanent facilities.

- a. Permittees must protect all LID BMPs (including, but not limited to, Bioretention and Rain Garden facilities) from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the Bioretention and/or Rain Garden facilities. Restore the BMPs to their fully functioning condition if they accumulate sediment during construction. Restoring the facility must include removal of sediment and any sediment-laden bioretention/ rain garden soils, and replacing the removed soils with soils meeting the design specification.
- b. Permittees must maintain the infiltration capabilities of LID BMPs by protecting against compaction by construction equipment and foot traffic. Protect completed lawn and landscaped areas from compaction due to construction equipment.
- c. Permittees must control erosion and avoid introducing sediment from surrounding land uses onto permeable pavements. Do not allow muddy construction equipment on the base material or pavement. Do not allow sediment-laden runoff onto permeable pavements or base materials.
- d. Permittees must clean permeable pavements fouled with sediments or no longer passing an initial infiltration test using local stormwater manual methodology or the manufacturer's procedures.
- e. Permittees must keep all heavy equipment off existing soils under LID BMPs that have been excavated to final grade to retain the infiltration rate of the soils.

### **E. SWPPP – Map Contents and Requirements**

The Permittee's SWPPP must also include a vicinity map or general location map (for example, a USGS quadrangle map, a portion of a county or city map, or other appropriate map) with enough detail to identify the location of the construction site and receiving waters within one mile of the site.

The SWPPP must also include a legible site map (or maps) showing the entire construction site. The following features must be identified, unless not applicable due to site conditions.

1. The direction of north, property lines, and existing structures and roads.
2. Cut and fill slopes indicating the top and bottom of slope catch lines.

3. Approximate slopes, contours, and direction of stormwater flow before and after major grading activities.
4. Areas of soil disturbance and areas that will not be disturbed.
5. Locations of structural and nonstructural controls (BMPs) identified in the SWPPP.
6. Locations of off-site material, stockpiles, waste storage, borrow areas, and vehicle/equipment storage areas.
7. Locations of all surface water bodies, including wetlands.
8. Locations where stormwater or non-stormwater discharges off-site and/or to a surface waterbody, including wetlands.
9. Location of water quality sampling station(s), if sampling is required by state or local permitting authority.
10. Areas where final stabilization has been accomplished and no further construction-phase permit requirements apply.
11. Location or proposed location of LID facilities.

## **S10. NOTICE OF TERMINATION**

Partial terminations of permit coverage are not authorized.

**A.** The site is eligible for termination of coverage when it has met any of the following conditions:

1. The site has undergone final stabilization, the Permittee has removed all temporary BMPs (except biodegradable BMPs clearly manufactured with the intention for the material to be left in place and not interfere with maintenance or land use), and all stormwater discharges associated with construction activity have been eliminated; *or*
2. All portions of the site that have not undergone final stabilization per Special Condition S10.A.1 have been sold and/or transferred (per Special Condition S2.A), and the Permittee no longer has operational control of the construction activity; *or*
3. For residential construction only, the Permittee has completed temporary stabilization and the homeowners have taken possession of the residences.

**B.** When the site is eligible for termination, the Permittee must submit a complete and accurate Notice of Termination (NOT) form, signed in accordance with General Condition G2, to:

Department of Ecology  
Water Quality Program - Construction Stormwater  
PO Box 47696  
Olympia, WA 98504-7696

When an electronic termination form is available, the Permittee may choose to submit a complete and accurate Notice of Termination (NOT) form through the Water Quality Permitting Portal rather than mailing a hardcopy as noted above.

The termination is effective on the 31st calendar day following the date Ecology receives a complete NOT form, unless Ecology notifies the Permittee that termination request is denied because the Permittee has not met the eligibility requirements in Special Condition S10.A.

Permittees are required to comply with all conditions and effluent limitations in the permit until the permit has been terminated.

Permittees transferring the property to a new property owner or operator/Permittee are required to complete and submit the Notice of Transfer form to Ecology, but are not required to submit a Notice of Termination form for this type of transaction.

# GENERAL CONDITIONS

## G1. DISCHARGE VIOLATIONS

All discharges and activities authorized by this general permit must be consistent with the terms and conditions of this general permit. Any discharge of any pollutant more frequent than or at a level in excess of that identified and authorized by the general permit must constitute a violation of the terms and conditions of this permit.

## G2. SIGNATORY REQUIREMENTS

- A. All permit applications must bear a certification of correctness to be signed:
  - 1. In the case of corporations, by a responsible corporate officer.
  - 2. In the case of a partnership, by a general partner of a partnership.
  - 3. In the case of sole proprietorship, by the proprietor.
  - 4. In the case of a municipal, state, or other public facility, by either a principal executive officer or ranking elected official.
- B. All reports required by this permit and other information requested by Ecology (including NOIs, NOTs, and Transfer of Coverage forms) must be signed by a person described above or by a duly authorized representative of that person. A person is a duly authorized representative only if:
  - 1. The authorization is made in writing by a person described above and submitted to Ecology.
  - 2. The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual or position having overall responsibility for environmental matters.
- C. Changes to authorization. If an authorization under paragraph G2.B.2 above is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of paragraph G2.B.2 above must be submitted to Ecology prior to or together with any reports, information, or applications to be signed by an authorized representative.
- D. Certification. Any person signing a document under this section must make the following certification:

*I certify under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*



### **G3. RIGHT OF INSPECTION AND ENTRY**

The Permittee must allow an authorized representative of Ecology, upon the presentation of credentials and such other documents as may be required by law:

- A.** To enter upon the premises where a discharge is located or where any records are kept under the terms and conditions of this permit.
- B.** To have access to and copy, at reasonable times and at reasonable cost, any records required to be kept under the terms and conditions of this permit.
- C.** To inspect, at reasonable times, any facilities, equipment (including monitoring and control equipment), practices, methods, or operations regulated or required under this permit.
- D.** To sample or monitor, at reasonable times, any substances or parameters at any location for purposes of assuring permit compliance or as otherwise authorized by the Clean Water Act.

### **G4. GENERAL PERMIT MODIFICATION AND REVOCATION**

This permit may be modified, revoked and reissued, or terminated in accordance with the provisions of Chapter 173-226 WAC. Grounds for modification, revocation and reissuance, or termination include, but are not limited to, the following:

- A.** When a change occurs in the technology or practices for control or abatement of pollutants applicable to the category of dischargers covered under this permit.
- B.** When effluent limitation guidelines or standards are promulgated pursuant to the CWA or Chapter 90.48 RCW, for the category of dischargers covered under this permit.
- C.** When a water quality management plan containing requirements applicable to the category of dischargers covered under this permit is approved, or
- D.** When information is obtained that indicates cumulative effects on the environment from dischargers covered under this permit are unacceptable.

### **G5. REVOCATION OF COVERAGE UNDER THE PERMIT**

Pursuant to Chapter 43.21B RCW and Chapter 173-226 WAC, the Director may terminate coverage for any discharger under this permit for cause. Cases where coverage may be terminated include, but are not limited to, the following:

- A.** Violation of any term or condition of this permit.
- B.** Obtaining coverage under this permit by misrepresentation or failure to disclose fully all relevant facts.
- C.** A change in any condition that requires either a temporary or permanent reduction or elimination of the permitted discharge.
- D.** Failure or refusal of the Permittee to allow entry as required in RCW 90.48.090.
- E.** A determination that the permitted activity endangers human health or the environment, or contributes to water quality standards violations.
- F.** Nonpayment of permit fees or penalties assessed pursuant to RCW 90.48.465 and Chapter 173-224 WAC.

- G.** Failure of the Permittee to satisfy the public notice requirements of WAC 173-226-130(5), when applicable.

The Director may require any discharger under this permit to apply for and obtain coverage under an individual permit or another more specific general permit. Permittees who have their coverage revoked for cause according to WAC 173-226-240 may request temporary coverage under this permit during the time an individual permit is being developed, provided the request is made within ninety (90) days from the time of revocation and is submitted along with a complete individual permit application form.

## **G6. REPORTING A CAUSE FOR MODIFICATION**

The Permittee must submit a new application, or a supplement to the previous application, whenever a material change to the construction activity or in the quantity or type of discharge is anticipated which is not specifically authorized by this permit. This application must be submitted at least sixty (60) days prior to any proposed changes. Filing a request for a permit modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated noncompliance does not relieve the Permittee of the duty to comply with the existing permit until it is modified or reissued.

## **G7. COMPLIANCE WITH OTHER LAWS AND STATUTES**

Nothing in this permit will be construed as excusing the Permittee from compliance with any applicable federal, state, or local statutes, ordinances, or regulations.

## **G8. DUTY TO REAPPLY**

The Permittee must apply for permit renewal at least 180 days prior to the specified expiration date of this permit. The Permittee must reapply using the electronic application form (NOI) available on Ecology's website. Permittees unable to submit electronically (for example, those who do not have an internet connection) must contact Ecology to request a waiver and obtain instructions on how to obtain a paper NOI.

Department of Ecology  
Water Quality Program - Construction Stormwater  
PO Box 47696  
Olympia, WA 98504-7696

## **G9. REMOVED SUBSTANCE**

The Permittee must not re-suspend or reintroduce collected screenings, grit, solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of stormwater to the final effluent stream for discharge to state waters.

## **G10. DUTY TO PROVIDE INFORMATION**

The Permittee must submit to Ecology, within a reasonable time, all information that Ecology may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The Permittee must also submit to Ecology, upon request, copies of records required to be kept by this permit [40 CFR 122.41(h)].

## **G11. OTHER REQUIREMENTS OF 40 CFR**

All other requirements of 40 CFR 122.41 and 122.42 are incorporated in this permit by reference.

## **G12. ADDITIONAL MONITORING**

Ecology may establish specific monitoring requirements in addition to those contained in this permit by administrative order or permit modification.

## **G13. PENALTIES FOR VIOLATING PERMIT CONDITIONS**

Any person who is found guilty of willfully violating the terms and conditions of this permit shall be deemed guilty of a crime, and upon conviction thereof shall be punished by a fine of up to ten thousand dollars (\$10,000) and costs of prosecution, or by imprisonment at the discretion of the court. Each day upon which a willful violation occurs may be deemed a separate and additional violation.

Any person who violates the terms and conditions of a waste discharge permit shall incur, in addition to any other penalty as provided by law, a civil penalty in the amount of up to ten thousand dollars (\$10,000) for every such violation. Each and every such violation shall be a separate and distinct offense, and in case of a continuing violation, every day's continuance shall be deemed to be a separate and distinct violation.

## **G14. UPSET**

Definition – "Upset" means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

An upset constitutes an affirmative defense to an action brought for noncompliance with such technology-based permit effluent limitations if the requirements of the following paragraph are met.

A Permittee who wishes to establish the affirmative defense of upset must demonstrate, through properly signed, contemporaneous operating logs or other relevant evidence that: 1) an upset occurred and that the Permittee can identify the cause(s) of the upset; 2) the permitted facility was being properly operated at the time of the upset; 3) the Permittee submitted notice of the upset as required in Special Condition S5.F, and; 4) the Permittee complied with any remedial measures required under this permit.

In any enforcement proceeding, the Permittee seeking to establish the occurrence of an upset has the burden of proof.

## **G15. PROPERTY RIGHTS**

This permit does not convey any property rights of any sort, or any exclusive privilege.

## **G16. DUTY TO COMPLY**

The Permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.

## **G17. TOXIC POLLUTANTS**

The Permittee must comply with effluent standards or prohibitions established under Section 307(a) of the Clean Water Act for toxic pollutants within the time provided in the regulations that establish those standards or prohibitions, even if this permit has not yet been modified to incorporate the requirement.

## **G18. PENALTIES FOR TAMPERING**

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than two years per violation, or by both. If a conviction of a person is for a violation committed after a first conviction of such person under this condition, punishment shall be a fine of not more than \$20,000 per day of violation, or imprisonment of not more than four (4) years, or both.

## **G19. REPORTING PLANNED CHANGES**

The Permittee must, as soon as possible, give notice to Ecology of planned physical alterations, modifications or additions to the permitted construction activity. The Permittee should be aware that, depending on the nature and size of the changes to the original permit, a new public notice and other permit process requirements may be required. Changes in activities that require reporting to Ecology include those that will result in:

- A.** The permitted facility being determined to be a new source pursuant to 40 CFR 122.29(b).
- B.** A significant change in the nature or an increase in quantity of pollutants discharged, including but not limited to: a 20% or greater increase in acreage disturbed by construction activity.
- C.** A change in or addition of surface water(s) receiving stormwater or non-stormwater from the construction activity.
- D.** A change in the construction plans and/or activity that affects the Permittee's monitoring requirements in Special Condition S4.

Following such notice, permit coverage may be modified, or revoked and reissued pursuant to 40 CFR 122.62(a) to specify and limit any pollutants not previously limited. Until such modification is effective, any new or increased discharge in excess of permit limits or not specifically authorized by this permit constitutes a violation.

## **G20. REPORTING OTHER INFORMATION**

Where the Permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to Ecology, it must promptly submit such facts or information.

## **G21. REPORTING ANTICIPATED NON-COMPLIANCE**

The Permittee must give advance notice to Ecology by submission of a new application or supplement thereto at least forty-five (45) days prior to commencement of such discharges, of any facility expansions, production increases, or other planned changes, such as process modifications, in the permitted facility or activity which may result in noncompliance with permit limits or conditions. Any maintenance of facilities, which might necessitate unavoidable interruption of

operation and degradation of effluent quality, must be scheduled during non-critical water quality periods and carried out in a manner approved by Ecology.

## **G22. REQUESTS TO BE EXCLUDED FROM COVERAGE UNDER THE PERMIT**

Any discharger authorized by this permit may request to be excluded from coverage under the general permit by applying for an individual permit. The discharger must submit to the Director an application as described in WAC 173-220-040 or WAC 173-216-070, whichever is applicable, with reasons supporting the request. These reasons will fully document how an individual permit will apply to the applicant in a way that the general permit cannot. Ecology may make specific requests for information to support the request. The Director will either issue an individual permit or deny the request with a statement explaining the reason for the denial. When an individual permit is issued to a discharger otherwise subject to the construction stormwater general permit, the applicability of the construction stormwater general permit to that Permittee is automatically terminated on the effective date of the individual permit.

## **G23. APPEALS**

- A.** The terms and conditions of this general permit, as they apply to the appropriate class of dischargers, are subject to appeal by any person within 30 days of issuance of this general permit, in accordance with Chapter 43.21B RCW, and Chapter 173-226 WAC.
- B.** The terms and conditions of this general permit, as they apply to an individual discharger, are appealable in accordance with Chapter 43.21B RCW within 30 days of the effective date of coverage of that discharger. Consideration of an appeal of general permit coverage of an individual discharger is limited to the general permit's applicability or nonapplicability to that individual discharger.
- C.** The appeal of general permit coverage of an individual discharger does not affect any other dischargers covered under this general permit. If the terms and conditions of this general permit are found to be inapplicable to any individual discharger(s), the matter shall be remanded to Ecology for consideration of issuance of an individual permit or permits.

## **G24. SEVERABILITY**

The provisions of this permit are severable, and if any provision of this permit, or application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

## **G25. BYPASS PROHIBITED**

### **A. Bypass Procedures**

Bypass, which is the intentional diversion of waste streams from any portion of a treatment facility, is prohibited for stormwater events below the design criteria for stormwater management. Ecology may take enforcement action against a Permittee for bypass unless one of the following circumstances (1, 2, 3 or 4) is applicable.

- 1. Bypass of stormwater is consistent with the design criteria and part of an approved management practice in the applicable stormwater management manual.
- 2. Bypass for essential maintenance without the potential to cause violation of permit limits or conditions.

Bypass is authorized if it is for essential maintenance and does not have the potential to cause violations of limitations or other conditions of this permit, or adversely impact public health.

3. Bypass of stormwater is unavoidable, unanticipated, and results in noncompliance of this permit.

This bypass is permitted only if:

- a. Bypass is unavoidable to prevent loss of life, personal injury, or severe property damage. "Severe property damage" means substantial physical damage to property, damage to the treatment facilities which would cause them to become inoperable, or substantial and permanent loss of natural resources which can reasonably be expected to occur in the absence of a bypass.
  - b. There are no feasible alternatives to the bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, maintenance during normal periods of equipment downtime (but not if adequate backup equipment should have been installed in the exercise of reasonable engineering judgment to prevent a bypass which occurred during normal periods of equipment downtime or preventative maintenance), or transport of untreated wastes to another treatment facility.
  - c. Ecology is properly notified of the bypass as required in Special Condition S5.F of this permit.
4. A planned action that would cause bypass of stormwater and has the potential to result in noncompliance of this permit during a storm event.

The Permittee must notify Ecology at least thirty (30) days before the planned date of bypass. The notice must contain:

- a. A description of the bypass and its cause
  - b. An analysis of all known alternatives which would eliminate, reduce, or mitigate the need for bypassing.
  - c. A cost-effectiveness analysis of alternatives including comparative resource damage assessment.
  - d. The minimum and maximum duration of bypass under each alternative.
  - e. A recommendation as to the preferred alternative for conducting the bypass.
  - f. The projected date of bypass initiation.
  - g. A statement of compliance with SEPA.
  - h. A request for modification of water quality standards as provided for in WAC 173-201A-110, if an exceedance of any water quality standard is anticipated.
  - i. Steps taken or planned to reduce, eliminate, and prevent reoccurrence of the bypass.
5. For probable construction bypasses, the need to bypass is to be identified as early in the planning process as possible. The analysis required above must be considered during

preparation of the Stormwater Pollution Prevention Plan (SWPPP) and must be included to the extent practical. In cases where the probable need to bypass is determined early, continued analysis is necessary up to and including the construction period in an effort to minimize or eliminate the bypass.

Ecology will consider the following before issuing an administrative order for this type bypass:

- a. If the bypass is necessary to perform construction or maintenance-related activities essential to meet the requirements of this permit.
- b. If there are feasible alternatives to bypass, such as the use of auxiliary treatment facilities, retention of untreated wastes, stopping production, maintenance during normal periods of equipment down time, or transport of untreated wastes to another treatment facility.
- c. If the bypass is planned and scheduled to minimize adverse effects on the public and the environment.

After consideration of the above and the adverse effects of the proposed bypass and any other relevant factors, Ecology will approve, conditionally approve, or deny the request. The public must be notified and given an opportunity to comment on bypass incidents of significant duration, to the extent feasible. Approval of a request to bypass will be by administrative order issued by Ecology under RCW 90.48.120.

#### **B. Duty to Mitigate**

The Permittee is required to take all reasonable steps to minimize or prevent any discharge or sludge use or disposal in violation of this permit that has a reasonable likelihood of adversely affecting human health or the environment.



## APPENDIX A – DEFINITIONS

**AKART** is an acronym for “**All Known, Available, and Reasonable** methods of prevention, control, and Treatment.” AKART represents the most current methodology that can be reasonably required for preventing, controlling, or abating the pollutants and controlling pollution associated with a discharge.

**Applicable TMDL** means a TMDL for turbidity, fine sediment, high pH, or phosphorus, which was completed and approved by EPA before January 1, 2021, or before the date the operator’s complete permit application is received by Ecology, whichever is later. TMDLs completed after a complete permit application is received by Ecology become applicable to the Permittee only if they are imposed through an administrative order by Ecology, or through a modification of permit coverage.

**Applicant** means an *operator* seeking coverage under this permit.

**Benchmark** means a pollutant concentration used as a permit threshold, below which a pollutant is considered unlikely to cause a water quality violation, and above which it may. When pollutant concentrations exceed benchmarks, corrective action requirements take effect. Benchmark values are not water quality standards and are not numeric effluent limitations; they are indicator values.

**Best Management Practices (BMPs)** means schedules of activities, prohibitions of practices, maintenance procedures, and other physical, structural and/or managerial practices to prevent or reduce the pollution of waters of the State. BMPs include treatment systems, operating procedures, and practices to control stormwater associated with construction activity, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

**Buffer** means an area designated by a local jurisdiction that is contiguous to and intended to protect a sensitive area.

**Bypass** means the intentional diversion of waste streams from any portion of a treatment facility.

**Calendar Day** A period of 24 consecutive hours starting at 12:00 midnight and ending the following 12:00 midnight.

**Calendar Week** (same as **Week**) means a period of seven consecutive days starting at 12:01 a.m. (0:01 hours) on Sunday.

**Certified Erosion and Sediment Control Lead (CESCL)** means a person who has current certification through an approved erosion and sediment control training program that meets the minimum training standards established by Ecology (See BMP C160 in the SWMM).

**Chemical Treatment** means the addition of chemicals to stormwater and/or authorized non-stormwater prior to filtration and discharge to surface waters.

**Clean Water Act (CWA)** means the Federal Water Pollution Control Act enacted by Public Law 92-500, as amended by Public Laws 95-217, 95-576, 96-483, and 97-117; USC 1251 et seq.

**Combined Sewer** means a sewer which has been designed to serve as a sanitary sewer and a storm sewer, and into which inflow is allowed by local ordinance.



**Common Plan of Development or Sale** means a site where multiple separate and distinct construction activities may be taking place at different times on different schedules and/or by different contractors, but still under a single plan. Examples include: 1) phased projects and projects with multiple filings or lots, even if the separate phases or filings/lots will be constructed under separate contract or by separate owners (e.g., a development where lots are sold to separate builders); 2) a development plan that may be phased over multiple years, but is still under a consistent plan for long-term development; 3) projects in a contiguous area that may be unrelated but still under the same contract, such as construction of a building extension and a new parking lot at the same facility; and 4) linear projects such as roads, pipelines, or utilities. If the project is part of a common plan of development or sale, the disturbed area of the entire plan must be used in determining permit requirements.

**Composite Sample** means a mixture of grab samples collected at the same sampling point at different times, formed either by continuous sampling or by mixing discrete samples. May be "time-composite" (collected at constant time intervals) or "flow-proportional" (collected either as a constant sample volume at time intervals proportional to stream flow, or collected by increasing the volume of each aliquot as the flow increases while maintaining a constant time interval between the aliquots).

**Concrete Wastewater** means any water used in the production, pouring and/or clean-up of concrete or concrete products, and any water used to cut, grind, wash, or otherwise modify concrete or concrete products. Examples include water used for or resulting from concrete truck/mixer/pumper/tool/chute rinsing or washing, concrete saw cutting and surfacing (sawing, coring, grinding, roughening, hydro-demolition, bridge and road surfacing). When stormwater comes in contact with concrete wastewater, the resulting water is considered concrete wastewater and must be managed to prevent discharge to waters of the State, including groundwater.

**Construction Activity** means land disturbing operations including clearing, grading or excavation which disturbs the surface of the land (including off-site disturbance acreage related to construction-support activity). Such activities may include road construction, construction of residential houses, office buildings, or industrial buildings, site preparation, soil compaction, movement and stockpiling of topsoils, and demolition activity.

**Construction Support Activity** means off-site acreage that will be disturbed as a direct result of the construction project and will discharge stormwater. For example, off-site equipment staging yards, material storage areas, borrow areas, and parking areas.

**Contaminant** means any hazardous substance that does not occur naturally or occurs at greater than natural background levels. See definition of "hazardous substance" and WAC 173-340-200.

**Contaminated soil** means soil which contains contaminants, pollutants, or hazardous substances that do not occur naturally or occur at levels greater than natural background.

**Contaminated groundwater** means groundwater which contains contaminants, pollutants, or hazardous substances that do not occur naturally or occur at levels greater than natural background.

**Demonstrably Equivalent** means that the technical basis for the selection of all stormwater BMPs is documented within a SWPPP, including:

1. The method and reasons for choosing the stormwater BMPs selected.
2. The pollutant removal performance expected from the BMPs selected.

3. The technical basis supporting the performance claims for the BMPs selected, including any available data concerning field performance of the BMPs selected.
4. An assessment of how the selected BMPs will comply with state water quality standards.
5. An assessment of how the selected BMPs will satisfy both applicable federal technology-based treatment requirements and state requirements to use all known, available, and reasonable methods of prevention, control, and treatment (AKART).

**Department** means the Washington State Department of Ecology.

**Detention** means the temporary storage of stormwater to improve quality and/or to reduce the mass flow rate of discharge.

**Dewatering** means the act of pumping groundwater or stormwater away from an active construction site.

**Director** means the Director of the Washington State Department of Ecology or his/her authorized representative.

**Discharger** means an owner or operator of any facility or activity subject to regulation under Chapter 90.48 RCW or the Federal Clean Water Act.

**Domestic Wastewater** means water carrying human wastes, including kitchen, bath, and laundry wastes from residences, buildings, industrial establishments, or other places, together with such groundwater infiltration or surface waters as may be present.

**Ecology** means the Washington State Department of Ecology.

**Engineered Soils** means the use of soil amendments including, but not limited, to Portland cement treated base (CTB), cement kiln dust (CKD), or fly ash to achieve certain desirable soil characteristics.

**Equivalent BMPs** means operational, source control, treatment, or innovative BMPs which result in equal or better quality of stormwater discharge to surface water or to groundwater than BMPs selected from the SWMM.

**Erosion** means the wearing away of the land surface by running water, wind, ice, or other geological agents, including such processes as gravitational creep.

**Erosion and Sediment Control BMPs** means BMPs intended to prevent erosion and sedimentation, such as preserving natural vegetation, seeding, mulching and matting, plastic covering, filter fences, sediment traps, and ponds. Erosion and sediment control BMPs are synonymous with stabilization and structural BMPs.

**Federal Operator** is an entity that meets the definition of “Operator” in this permit and is either any department, agency or instrumentality of the executive, legislative, and judicial branches of the Federal government of the United States, or another entity, such as a private contractor, performing construction activity for any such department, agency, or instrumentality.

**Final Stabilization** (same as **fully stabilized** or **full stabilization**) means the completion of all soil disturbing activities at the site and the establishment of permanent vegetative cover, or equivalent permanent stabilization measures (such as pavement, riprap, gabions, or geotextiles) which will prevent erosion. See the applicable Stormwater Management Manual for more information on vegetative cover expectations and equivalent permanent stabilization measures.

**Groundwater** means water in a saturated zone or stratum beneath the land surface or a surface waterbody.

**Hazardous Substance** means any dangerous or extremely hazardous waste as defined in RCW 70.105.010 (5) and (6), or any dangerous or extremely dangerous waste as designated by rule under chapter 70.105 RCW; any hazardous sub-stance as defined in RCW 70.105.010(14) or any hazardous substance as defined by rule under chapter 70.105 RCW; any substance that, on the effective date of this section, is a hazardous substance under section 101(14) of the federal cleanup law, 42U.S.C., Sec. 9601(14); petroleum or petroleum products; and any substance or category of substances, including solid waste decomposition products, determined by the director by rule to present a threat to human health or the environment if released into the environment. The term hazardous substance does not include any of the following when contained in an underground storage tank from which there is not a release: crude oil or any fraction thereof or petroleum, if the tank is in compliance with all applicable federal, state, and local law.

**Injection Well** means a well that is used for the subsurface emplacement of fluids. (See **Well**.)

**Jurisdiction** means a political unit such as a city, town or county; incorporated for local self-government.

**National Pollutant Discharge Elimination System (NPDES)** means the national program for issuing, modifying, revoking and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements, under sections 307, 402, 318, and 405 of the Federal Clean Water Act, for the discharge of pollutants to surface waters of the State from point sources. These permits are referred to as NPDES permits and, in Washington State, are administered by the Washington State Department of Ecology.

**Notice of Intent (NOI)** means the application for, or a request for coverage under this general permit pursuant to WAC 173-226-200.

**Notice of Termination (NOT)** means a request for termination of coverage under this general permit as specified by Special Condition S10 of this permit.

**Operator** means any party associated with a construction project that meets either of the following two criteria:

- The party has operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- The party has day-to-day operational control of those activities at a project that are necessary to ensure compliance with a SWPPP for the site or other permit conditions (e.g., they are authorized to direct workers at a site to carry out activities required by the SWPPP or comply with other permit conditions).

**Permittee** means individual or entity that receives notice of coverage under this general permit.

**pH** means a liquid's measure of acidity or alkalinity. A pH of 7 is defined as neutral. Large variations above or below this value are considered harmful to most aquatic life.

**pH Monitoring Period** means the time period in which the pH of stormwater runoff from a site must be tested a minimum of once every seven days to determine if stormwater pH is between 6.5 and 8.5.

**Point Source** means any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, and container from which pollutants are or may be discharged to surface waters of the State. This term does not include return flows from irrigated agriculture. (See the Fact Sheet for further explanation)

**Pollutant** means dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, domestic sewage sludge (biosolids), munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, cellar dirt, and industrial, municipal, and agricultural waste. This term does not include sewage from vessels within the meaning of section 312 of the CWA, nor does it include dredged or fill material discharged in accordance with a permit issued under section 404 of the CWA.

**Pollution** means contamination or other alteration of the physical, chemical, or biological properties of waters of the State; including change in temperature, taste, color, turbidity, or odor of the waters; or such discharge of any liquid, gaseous, solid, radioactive or other substance into any waters of the State as will or is likely to create a nuisance or render such waters harmful, detrimental or injurious to the public health, safety or welfare; or to domestic, commercial, industrial, agricultural, recreational, or other legitimate beneficial uses; or to livestock, wild animals, birds, fish or other aquatic life.

**Process Wastewater** means any non-stormwater which, during manufacturing or processing, comes into direct contact with or results from the production or use of any raw material, intermediate product, finished product, byproduct, or waste product. If stormwater commingles with process wastewater, the commingled water is considered process wastewater.

**Receiving Water** means the waterbody at the point of discharge. If the discharge is to a storm sewer system, either surface or subsurface, the receiving water is the waterbody to which the storm system discharges. Systems designed primarily for other purposes such as for groundwater drainage, redirecting stream natural flows, or for conveyance of irrigation water/return flows that coincidentally convey stormwater are considered the receiving water.

**Representative** means a stormwater or wastewater sample which represents the flow and characteristics of the discharge. Representative samples may be a grab sample, a time-proportionate *composite sample*, or a flow proportionate sample. Ecology's Construction Stormwater Monitoring Manual provides guidance on representative sampling.

**Responsible Corporate Officer** for the purpose of signatory authority means: (i) a president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy- or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures (40 CFR 122.22).

**Sanitary Sewer** means a sewer which is designed to convey domestic wastewater.

**Sediment** means the fragmented material that originates from the weathering and erosion of rocks or unconsolidated deposits, and is transported by, suspended in, or deposited by water.

**Sedimentation** means the depositing or formation of sediment.

**Sensitive Area** means a waterbody, wetland, stream, aquifer recharge area, or channel migration zone.

**SEPA** (State Environmental Policy Act) means the Washington State Law, RCW 43.21C.020, intended to prevent or eliminate damage to the environment.

**Significant Amount** means an amount of a pollutant in a discharge that is amenable to available and reasonable methods of prevention or treatment; or an amount of a pollutant that has a reasonable potential to cause a violation of surface or groundwater quality or sediment management standards.

**Significant Concrete Work** means greater than 1000 cubic yards placed or poured concrete or recycled concrete used over the life of a project.

**Significant Contributor of Pollutants** means a facility determined by Ecology to be a contributor of a significant amount(s) of a pollutant(s) to waters of the State of Washington.

**Site** means the land or water area where any "facility or activity" is physically located or conducted.

**Source Control BMPs** means physical, structural or mechanical devices or facilities that are intended to prevent pollutants from entering stormwater. A few examples of source control BMPs are erosion control practices, maintenance of stormwater facilities, constructing roofs over storage and working areas, and directing wash water and similar discharges to the sanitary sewer or a dead end sump.

**Stabilization** means the application of appropriate BMPs to prevent the erosion of soils, such as, temporary and permanent seeding, vegetative covers, mulching and matting, plastic covering and sodding. See also the definition of Erosion and Sediment Control BMPs.

**Storm Drain** means any drain which drains directly into a *storm sewer system*, usually found along roadways or in parking lots.

**Storm Sewer System** means a means a conveyance, or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains designed or used for collecting or conveying stormwater. This does not include systems which are part of a *combined sewer* or Publicly Owned Treatment Works (POTW), as defined at 40 CFR 122.2.

**Stormwater** means that portion of precipitation that does not naturally percolate into the ground or evaporate, but flows via overland flow, interflow, pipes, and other features of a stormwater drainage system into a defined surface waterbody, or a constructed infiltration facility.

**Stormwater Management Manual (SWMM) or Manual** means the technical Manual published by Ecology for use by local governments that contain descriptions of and design criteria for BMPs to prevent, control, or treat pollutants in stormwater.

**Stormwater Pollution Prevention Plan (SWPPP)** means a documented plan to implement measures to identify, prevent, and control the contamination of point source discharges of stormwater.

**Surface Waters of the State** includes lakes, rivers, ponds, streams, inland waters, salt waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

**Temporary Stabilization** means the exposed ground surface has been covered with appropriate materials to provide temporary stabilization of the surface from water or wind erosion. Materials include, but are not limited to, mulch, riprap, erosion control mats or blankets and temporary cover crops. Seeding alone is not considered stabilization. Temporary stabilization is not a substitute for the more permanent “final stabilization.”

**Total Maximum Daily Load (TMDL)** means a calculation of the maximum amount of a pollutant that a waterbody can receive and still meet state water quality standards. Percentages of the total maximum daily load are allocated to the various pollutant sources. A TMDL is the sum of the allowable loads of a single pollutant from all contributing point and nonpoint sources. The TMDL calculations must include a "margin of safety" to ensure that the waterbody can be protected in case there are unforeseen events or unknown sources of the pollutant. The calculation must also account for seasonable variation in water quality.

**Transfer of Coverage (TOC)** means a request for transfer of coverage under this general permit as specified by Special Condition S2.A of this permit.

**Treatment BMPs** means BMPs that are intended to remove pollutants from stormwater. A few examples of treatment BMPs are detention ponds, oil/water separators, biofiltration, and constructed wetlands.

**Transparency** means a measurement of water clarity in centimeters (cm), using a 60 cm transparency tube. The transparency tube is used to estimate the relative clarity or transparency of water by noting the depth at which a black and white Secchi disc becomes visible when water is released from a value in the bottom of the tube. A transparency tube is sometimes referred to as a “turbidity tube.”

**Turbidity** means the clarity of water expressed as nephelometric turbidity units (NTUs) and measured with a calibrated turbidimeter.

**Uncontaminated** means free from any contaminant. See definition of “contaminant” and WAC 173-340-200.

**Upset** means an exceptional incident in which there is unintentional and temporary noncompliance with technology-based permit effluent limitations because of factors beyond the reasonable control of the Permittee. An upset does not include noncompliance to the extent caused by operational error, improperly designed treatment facilities, inadequate treatment facilities, lack of preventive maintenance, or careless or improper operation.

**Waste Load Allocation (WLA)** means the portion of a receiving water’s loading capacity that is allocated to one of its existing or future point sources of pollution. WLAs constitute a type of water quality based effluent limitation (40 CFR 130.2[h]).

**Water-Only Based Shaft Drilling** is a shaft drilling process that uses water only and no additives are involved in the drilling of shafts for construction of building, road, or bridge foundations.

**Water Quality** means the chemical, physical, and biological characteristics of water, usually with respect to its suitability for a particular purpose.

**Waters of the State** includes those waters as defined as "waters of the United States" in 40 CFR Subpart 122.2 within the geographic boundaries of Washington State and "waters of the State" as defined in Chapter 90.48 RCW, which include lakes, rivers, ponds, streams, inland waters, underground waters, salt

waters, and all other surface waters and water courses within the jurisdiction of the state of Washington.

**Well** means a bored, drilled or driven shaft, or dug hole whose depth is greater than the largest surface dimension. (See **Injection Well**.)

**Wheel Wash Wastewater** means any water used in, or resulting from the operation of, a tire bath or wheel wash (BMP C106: Wheel Wash), or other structure or practice that uses water to physically remove mud and debris from vehicles leaving a construction site and prevent track-out onto roads. When stormwater comes in contact with wheel wash wastewater, the resulting water is considered wheel wash wastewater and must be managed according to Special Condition S9.D.9.



## APPENDIX B – ACRONYMS

<b>AKART</b>	All Known, Available, and Reasonable Methods of Prevention, Control, and Treatment
<b>BMP</b>	Best Management Practice
<b>CESCL</b>	Certified Erosion and Sediment Control Lead
<b>CFR</b>	Code of Federal Regulations
<b>CKD</b>	Cement Kiln Dust
<b>cm</b>	Centimeters
<b>CPD</b>	Common Plan of Development
<b>CTB</b>	Cement-Treated Base
<b>CWA</b>	Clean Water Act
<b>DMR</b>	Discharge Monitoring Report
<b>EPA</b>	Environmental Protection Agency
<b>ERTS</b>	Environmental Report Tracking System
<b>ESC</b>	Erosion and Sediment Control
<b>FR</b>	Federal Register
<b>LID</b>	Low Impact Development
<b>NOI</b>	Notice of Intent
<b>NOT</b>	Notice of Termination
<b>NPDES</b>	National Pollutant Discharge Elimination System
<b>NTU</b>	Nephelometric Turbidity Unit
<b>RCW</b>	Revised Code of Washington
<b>SEPA</b>	State Environmental Policy Act
<b>SWMM</b>	Stormwater Management Manual
<b>SWPPP</b>	Stormwater Pollution Prevention Plan
<b>TMDL</b>	Total Maximum Daily Load
<b>UIC</b>	Underground Injection Control
<b>USC</b>	United States Code
<b>USEPA</b>	United States Environmental Protection Agency
<b>WAC</b>	Washington Administrative Code
<b>WQ</b>	Water Quality
<b>WWHM</b>	Western Washington Hydrology Model





# Instructions for Transfer of Coverage

## Construction Stormwater General Permit

### Instructions

This form is used to process two types of permit transfers: 1) Complete Transfer, or 2) Partial Transfer. Determine which type of transfer applies to your situation before filling out this form.

**1. Complete Transfer:** The original permittee has sold, or otherwise released control of the entire site to another party.

#### Required Paperwork for Complete Transfer:

- Either the current permittee, or the new permittee(s), must submit a complete and accurate Transfer of Coverage form to Ecology for each new party. The form must be signed by the current permittee **and** the new permittee.

**2. Partial Transfer:** The original permittee retains control over some portion of the site after selling or releasing control over a portion of the site.

#### Required Paperwork for Partial Transfer

- Either the current permittee or the new permittee(s) must submit a complete and accurate Transfer of Coverage Form for each new operator to Ecology. The form must be signed by the current permittee and the new permittee.
- For partial transfers, once all transfers are submitted, the original permittee should submit the Notice of Termination only if the portion(s) they still own or control have undergone final stabilization and meet the criteria for termination.

#### For Your Information

- When this form is 1) completed, 2) signed by the current and new permittee, and 3) submitted to Ecology, permit transfers are effective on the date specified at the top of page 1 (unless Ecology notifies the current permittee and new permittee of its intention to revoke coverage under the General Permit or if Ecology sends notice that the application is incomplete). If no date for the transfer of coverage is specified, Ecology will use the date of the last signature.
- The new permittee should keep a copy of the signed Transfer of Coverage form (which serves as proof of permit coverage) until Ecology sends documentation in the mail.
- Following the transfer, the new permittee must either: (1) use the Stormwater Pollution Prevention Plan (SWPPP) developed by the original operator, and modified as necessary, or (2) develop and use a new SWPPP that meets the requirements of the Construction Stormwater General Permit.
- For projects for which the original permittee has completed a Proposed New Discharge to an Impaired Waterbody Form (ECY 070-399), or for projects that are operating on sites with soil or groundwater contamination: Upon completion of the Transfer of Coverage form, the new permittee will adopt any special provisions made to protect water quality for sites that have existing contamination or that discharge to an impaired waterbody.

*To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call 877-833-6341.*



# Transfer of Coverage

Permit # WAR\_\_\_\_\_

## Construction Stormwater General Permit

**This form transfers permit coverage for all, or a portion of a site to one or more new operators.**

Type of permit transfer (check one): ☐ Partial transfer (complete the Partial Transfer acreage below) ☐ Complete transfer

Specific date that permit responsibility, coverage, and liability is transferred to new operator: \_\_\_\_\_

*\*If no date is indicated Ecology will determine the date of transfer.*

Please see instructions for details on type of transfer.

**For PARTIAL TRANSFERS indicate the acreage remaining under your operational control:**

- List **total size of project/site** remaining under your operational control following the **partial transfer**: \_\_\_\_\_ acres.
- List **total area of soil disturbance** remaining under your operational control following the **partial transfer**: \_\_\_\_\_ acres.
- Submitting this form meets the requirement to submit an updated NOI (General Permit Condition G9)

### Current Operator/Permittee Information

Current Operator/Permittee Name:		Company:		
Business Phone:	Ext:	Mailing Address:		
Cell Phone:	Fax (optional):			
Email:		City:	State:	Zip+4:
Signature* (see signatory requirements in Section VIII):		Title:		
		Date:		

### New Operator/Permittee Information

(the remainder of this form applies to the **new** Operator/Permittee)

<b>I. New Operator/Permittee</b> (Party with operational control over plans and specifications or day-to-day operational control of activities which ensure compliance with Stormwater Pollution Prevention Plan (SWPPP) and permit conditions. Ecology will send correspondence and permit fee invoices to the permittee on record.)				
Name:		Company:		
Business Phone:	Ext:	Unified Business Identifier (UBI): (UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)		
Cell Phone (Optional):	Fax (Optional):	E-mail:		
Mailing Address:		City:	State:	Zip + 4:
<b>II. Property Owner</b> (The party listed on the County Assessor's records as owner and taxpayer of the parcel[s] for which permit coverage is requested. Ecology will <b>not</b> send correspondence and permit fee invoices to the Property Owner. The Property Owner information will be used for emergency contact purposes.)				
Name:		Company:		
Business Phone:	Ext:	Unified Business Identifier (UBI): (UBI is a nine-digit number used to identify a business entity. Write "none" if you do not have a UBI number.)		
Cell Phone (Optional):	Fax (Optional):	E-mail:		
Mailing Address:		City:	State:	Zip + 4:

<b>III. On-Site Contact Person(s)</b> (Typically the Certified Erosion and Sediment Control Lead or Operator/Permittee)				
Name:		Company:		
Business Phone:	Ext:	Mailing Address:		
Cell Phone:	Fax(Optional):	City:	State:	Zip+4:
Email:				
<b>IV. Site/Project Information</b>				
Site or Project Name		Site Acreage Total size of your site/project (that <b>you</b> own/control): _____ acres. (Note: 1 acre = 43,560 sq. ft.)		
Street Address or Location Description ( <i>If the site lacks a street address, list its specific location. For example, Intersection of Highway 61 and 34.</i> )  <hr/> Parcel ID#: _____ (Optional)  Type of Construction Activity ( <i>check all that apply</i> ): <input type="checkbox"/> Residential <input type="checkbox"/> Commercial <input type="checkbox"/> Industrial <input type="checkbox"/> Highway or Road (city ,county, state) <input type="checkbox"/> Utilities (specify): _____ <input type="checkbox"/> Other (specify): _____		Total area of soil disturbance for your site/project over the life of the project: _____ acres. Include grading, equipment staging, excavation, borrow pit, material storage areas, dump areas, haul roads, side-cast areas, off-site construction support areas, and all other soil disturbance acreage associated with the project. (Note: 1 acre = 43,560 sq. ft.)		
City (or nearest city):	Zip Code:	Estimated project start-up date (mm/dd/yy):		
County:		Estimated project completion date (mm/dd/yy):		
Record the latitude and longitude of the <i>main entrance</i> to the site or the approximate center of site.				
Latitude: _____ °N		Longitude: _____ °W		
<b>V. Existing Site Conditions</b>				
1. Are you aware of contaminated soils present on the site? <input type="checkbox"/> Yes <input type="checkbox"/> No  2. Are you aware of groundwater contamination located within the site boundary? <input type="checkbox"/> Yes <input type="checkbox"/> No  3. If you answered yes to questions 1 or 2, will any contaminated soils be disturbed or will any contaminated groundwater be discharged due to the proposed construction activity? <input type="checkbox"/> Yes <input type="checkbox"/> No  ("Contaminated" and "contamination" here mean containing any hazardous substance (as defined in WAC 173-340-200) that does not occur naturally or occurs at greater than natural background levels.)  If you answered yes to Question 3, please provide detailed information with the NOI (as known and readily available) on the natures and extent of the contamination (concentrations, locations, and depth), as well as pollution prevention and/or treatment Best Management Practices (BMPs) proposed to control the discharge of soil and/or groundwater contaminants in stormwater. This should include information that would be included in related portions of the Stormwater Pollution Prevention Plan (SWPPP) that describe how contaminated and potentially contaminated construction stormwater and dewatering water will be managed.				

## VI. WQWebDMR (Electronic Discharge Monitoring Reporting)

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to <https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance>. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your transfer of coverage form**. If you have questions on this process, contact Ecology's WQWebDMR staff at [WebDMRPortal@ecy.wa.gov](mailto:WebDMRPortal@ecy.wa.gov) or 800/633-6193 or 360-407-7097 (local). Note: DMRs are optional for permitted sites under 1 acre that do not discharge to impaired waterbodies.

## VII. Discharge/Receiving Water Information

Indicate whether your site's stormwater and/or dewatering water could enter surface waters, ***directly and/or indirectly***.

☐ Water will discharge directly or indirectly (through a storm drain system or roadside ditch) into one or more surface waterbodies (wetlands, creeks, lakes, and all other surface waters and water courses).

If your discharge is to a storm sewer system, provide the name of the operator of the storm sewer system:  
(e.g., City of Tacoma): \_\_\_\_\_

☐ Water will discharge to ground with 100% infiltration, with no potential to reach surface waters under any conditions.

If your project includes dewatering, you **must** include dewatering plans and discharge locations in your site Stormwater Pollution Prevention Plan.

### Location of Outfall into Surface Waterbody

Enter the outfall identifier code, waterbody name, and latitude/longitude of the point(s) where the site has the potential to discharge into a waterbody (the outfall). Enter all locations. **See illustration of Surface Waterbody Outfall locations at the end of this form.**

- Include the names and locations of both direct and indirect discharges to surface waterbodies, even if the risk of discharge is low or limited to periods of extreme weather. **Attach a separate list if necessary.**
- Give each point a unique 1-4 digit alpha numeric code. This code will be used for identifying these points in WQWebDMR.
- Some large construction projects (for example, subdivisions, roads, or pipelines) may discharge into several waterbodies.
- If the creek or tributary is unnamed, use a format such as "unnamed tributary to Deschutes River."
- If the site discharges to a stormwater conveyance system that in turn flows to a surface waterbody, include the surface waterbody name and location.

Outfall Identifier Code. These cannot be symbols. (Maximum of 4 characters).				Surface Waterbody Name at the Outfall	Latitude Decimal Degrees	Longitude Decimal Degrees
Example: 001A				Example: Puget Sound	47.5289247° N	-122.3123550° W
					° N	° W
					° N	° W
					° N	° W

If your site discharges to a waterbody that is on the impaired waterbodies list (e.g., 303[d] list) for turbidity, fine sediment, high pH, or phosphorus, Ecology will require additional documentation before issuing permit coverage and these sites will be subject to additional sampling and numeric effluent limits (per Permit Condition S8). Ecology will notify you if any additional sampling requirements apply. Information on impaired waterbodies is available online at: <https://www.ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d>.

**Before signing, please use the following checklist to ensure this form is complete:**

- ☐ All spaces on this form have been completed. (Attach additional sheets if necessary)
- ☐ The transfer form has been signed by both the current permittee (see Page 1) **and** the new permittee (see Section VIII below).
- ☐ The date permit responsibility was transferred is specified. (See Page 1)
- ☐ New Operator/Permittee: Before you submit this form to Ecology, please retain a copy for your records – this will serve as proof of permit coverage until documentation arrives from Ecology.
- ☐ For partial transfers: If the original permittee no longer owns or controls any portions of the site that meet the criteria for termination, the original permittee must submit a Notice of Termination (NOT) to terminate permit coverage. See the CSWGP website for a link to the NOT form: [www.ecology.wa.gov/constructionstormwaterpermit](http://www.ecology.wa.gov/constructionstormwaterpermit).
- ☐ For sites with contaminated soils/groundwater or a new discharger to an impaired waterbody: Any special provisions to protect water quality put in place at the time of initial coverage have been reviewed and adopted by the new permittee.

Administrative Order Docket No. \_\_\_\_\_

**VIII. Certification of New Permittee**

*"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."*

\_\_\_\_\_  
Printed/Typed Name

\_\_\_\_\_  
Company (operator/permittee only)

\_\_\_\_\_  
Title

\_\_\_\_\_  
*Signature of New Operator/Permittee*

\_\_\_\_\_  
*Date*

**Signature of Operator/Permittee requirements:**

- A. For a corporation: By a responsible corporate officer.
- B. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively.
- C. For a municipality, state, federal, or other public facility: By either a principal executive officer or ranking elected official.

Please sign and return this **ORIGINAL** document to the following address:

Department of Ecology – Construction Stormwater  
PO Box 47696  
Olympia, WA 98504-7696

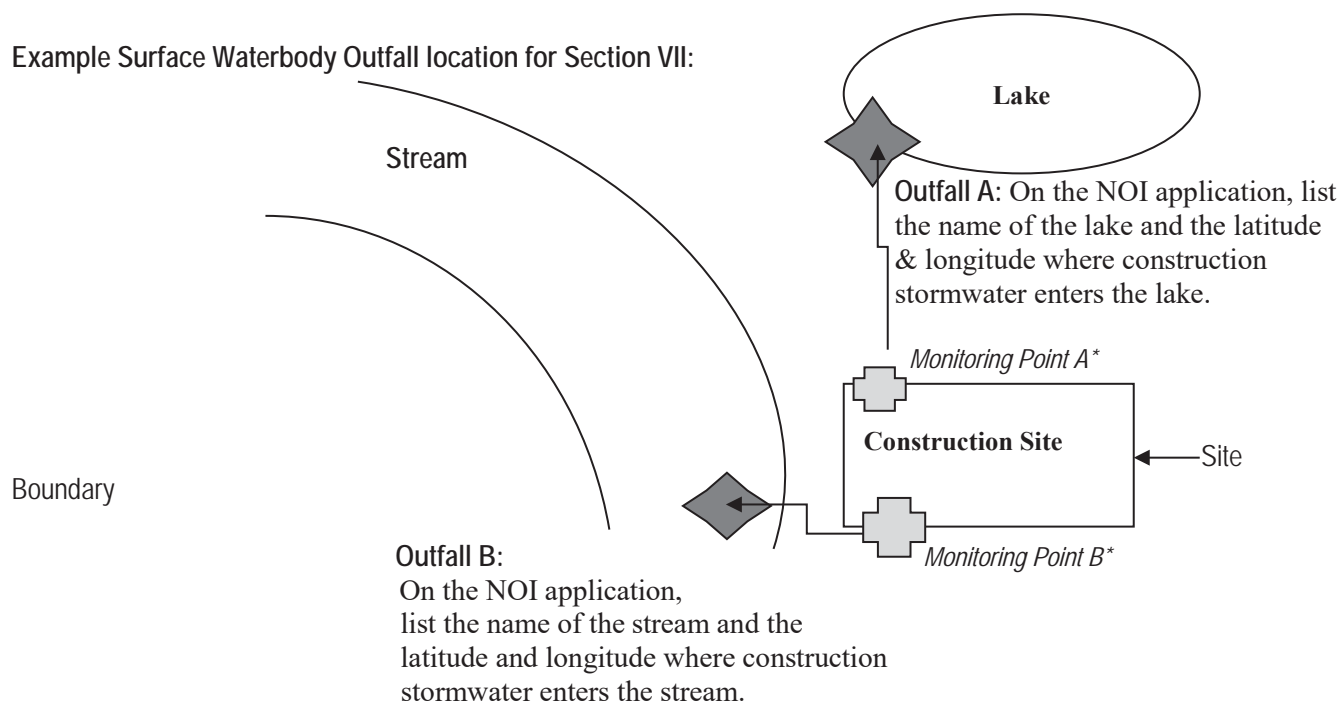
**If you have questions about this form, contact the following Ecology staff:**

Location	Contact Name	Phone	E-mail
City of Seattle, and Kitsap, Pierce, and Thurston counties	Josh Klimek	360-407-7451	<a href="mailto:josh.klimek@ecy.wa.gov">josh.klimek@ecy.wa.gov</a>
Island, King, and San Juan counties	RaChelle Stane	360-407-6556	<a href="mailto:rachelle.stane@ecy.wa.gov">rachelle.stane@ecy.wa.gov</a>
Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Skagit, Snohomish, Spokane, Stevens, Walla, Whatcom, and Whitman counties.	Shawn Hopkins	360-407-6442	<a href="mailto:shawn.hopkins@ecy.wa.gov">shawn.hopkins@ecy.wa.gov</a>
Benton, Chelan, Clallam, Clark, Cowlitz, Douglas, Grays Harbor, Jefferson, Kittitas, Klickitat, Lewis, Mason, Okanogan, Pacific, Skamania, Wahkiakum, and Yakima counties.	Joyce Smith	360-407-6858	<a href="mailto:joyce.smith@ecy.wa.gov">joyce.smith@ecy.wa.gov</a>

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to [www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance](http://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance). If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, **you must submit the Electronic Signature Agreement with your application.**

If you have questions on this process, contact Ecology's WQWebDMR staff at [WQWebPortal@ecy.wa.gov](mailto:WQWebPortal@ecy.wa.gov) or 800-633-6193 or 360-407-7097 (local).

**Example Surface Waterbody Outfall location for Section VII:**



\*Note: The monitoring points are for illustration only and are not required on this Notice of Intent application form. Monitoring point information will be entered on the monthly discharge monitoring report as required for active permits.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <https://ecology.wa.gov/accessibility>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TYY at 877-833-6341.

**PART III**

**CITY OF TACOMA  
EQUITY IN CONTRACTING  
PROGRAM**





# EIC REQUIREMENT FORM

## EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

It is the bidder's responsibility to 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  
Enterprise Requirement

**6%**

Women Business  
Enterprise Requirement

**4%**

Small Business Enterprise  
Requirement

**10%**

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

[www.cityoftacoma.org/sbe](http://www.cityoftacoma.org/sbe)  
[www.omwbe.diversitycompliance.com](http://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: ES20-0149F  
Date of Record: 1/21/2021

\*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

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## 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](mailto: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 pro-actively 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



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

## EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the EIC contractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

- 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.

Company Name and Telephone Number	a.	b.	c.	d.	e.	f.	g.	h.
		MBE, WBE, or SBE (Write all that apply)	NAICS code(s)	Contractor Bid Amount (100%)	Material Supplier Bid Amount (20%)	Estimated MBE Usage Dollar Amount	Estimated WBE Usage Dollar Amount	Estimated SBE Usage Dollar Amount
i. MBE Utilization %		j. WBE Utilization %		k. 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.

Type or Print Name of Responsible Officer / Title \_\_\_\_\_ Signature of Responsible Officer \_\_\_\_\_ Date \_\_\_\_\_

# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

1. \* Base Bid is the prime contractor's bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Items #10-12 below.
2. Column "a" – List all EIC companies that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)
4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.
5. 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.
6. 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.
8. 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.
9. 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.
11. Block "i" – The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = 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 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.)

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](http://www.cityoftacoma.org/sbe)

[www.omwbe.diversitycompliance.com](http://www.omwbe.diversitycompliance.com) – 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](http://www.omwbe.diversitycompliance.com)

## Application for Waiver of EIC Requirements

<b>Section 1: Basic Information</b>			
Contractor's Name:		EIC Requirements	
Street Address:		MBE %	WBE %
City, State, ZIP Code:			
Contact E-mail Address:			
Contact Telephone No.:			
<b>Section 2: Type of EIC Waiver Requested</b>			
MBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE percentage:	
SBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SBE percentage:	
Please explain the reason for the waiver request:			
<b>Section 3: Supporting Documentation</b>			
Provide the following documentation as evidence of your efforts to meet the EIC requirements set forth in the contract and in support of your waiver application:			
<input type="checkbox"/> <b>Attachment A.</b> List of the general circulation, trade and MWBE/SBE-oriented publications and dates of publications soliciting for certified MWBE/SBE participation as a subcontractor/supplier and copies of such solicitation.			
<input type="checkbox"/> <b>Attachment B.</b> List of the certified MWBEs/SBEs appearing in the State of Washington Office of Minority and Women Business Enterprise (OMWBE) directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs/SBEs. Describe the specific reasons that responding certified MWBEs/SBEs were not selected.			
<input type="checkbox"/> <b>Attachment C.</b> Descriptions of the contract documents/plans/specifications made available to certified MWBEs/SBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.			
<input type="checkbox"/> <b>Attachment D.</b> Description of the negotiations between the contractor and certified MWBEs/SBEs for the purposes of complying with the EIC requirements of this contract.			
<input type="checkbox"/> <b>Attachment E.</b> 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.			
<input type="checkbox"/> <b>Attachment F.</b> Other information deemed relevant to the request.			
<b>Section 4: Signature and Contract Information</b>			
By signing and submitting this form, the contractor or department 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 noncompliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.			
Prepared by (signature): _____		Date: _____	
Name and title of preparer (print): _____			

## **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 IV**

**LOCAL EMPLOYMENT**

**AND**

**APPRENTICESHIP**

**TRAINING PROGRAM (LEAP)**

**REGULATIONS**

**FOR**

**PUBLIC WORKS CONTRACTS**



## Chapter 1.90

### LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

#### Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

#### **1.90.010 Purpose.**

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.020 Scope.**

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.030 Definitions.**

As used in this chapter, the following terms shall have the following meanings:

A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.

E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.

F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)

3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

H. "Electrical Utility" and "Water Utility" shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. "Labor Hours" shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. "LEAP Coordinator" shall mean the City of Tacoma staff member who administers LEAP.

N. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described in this chapter.

O. "LEAP Regulations" or "Regulations" shall mean the rules and practices established in this document.

P. "LEAP Utilization Plan" shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. "Priority Hire Resident" shall mean any resident within the Economically Distressed ZIP Codes.

R. "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. "Public Work or Improvement" shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. "Resident of Tacoma" shall mean any person, not defined as a Resident of the 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:

<b>Percent of Goal Met</b>	<b>Assessment per unmet hour</b>
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)



City of Tacoma  
LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
Phone (253) 591-5826  
FAX (253) 591-5232

## LEAP

### Document Submittal Schedule

In the attached packet, you will find the LEAP forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Instructions and Goal Form:** brief overview of LEAP Program requirements
- ❑ **Prime Contractor *LEAP* Utilization Plan:** to be submitted at or by the Pre-Construction Meeting  
*(Required by Prime Contractor Only)*
- ❑ **LEAP Apprentice Verification Form:** to be submitted on an ongoing basis for each qualified Apprentice employee via LCP Tracker
- ❑ **Tacoma Public Utilities Service Area List, Economically Distressed ZIP Codes List:** for your reference on LEAP-qualified zoning areas

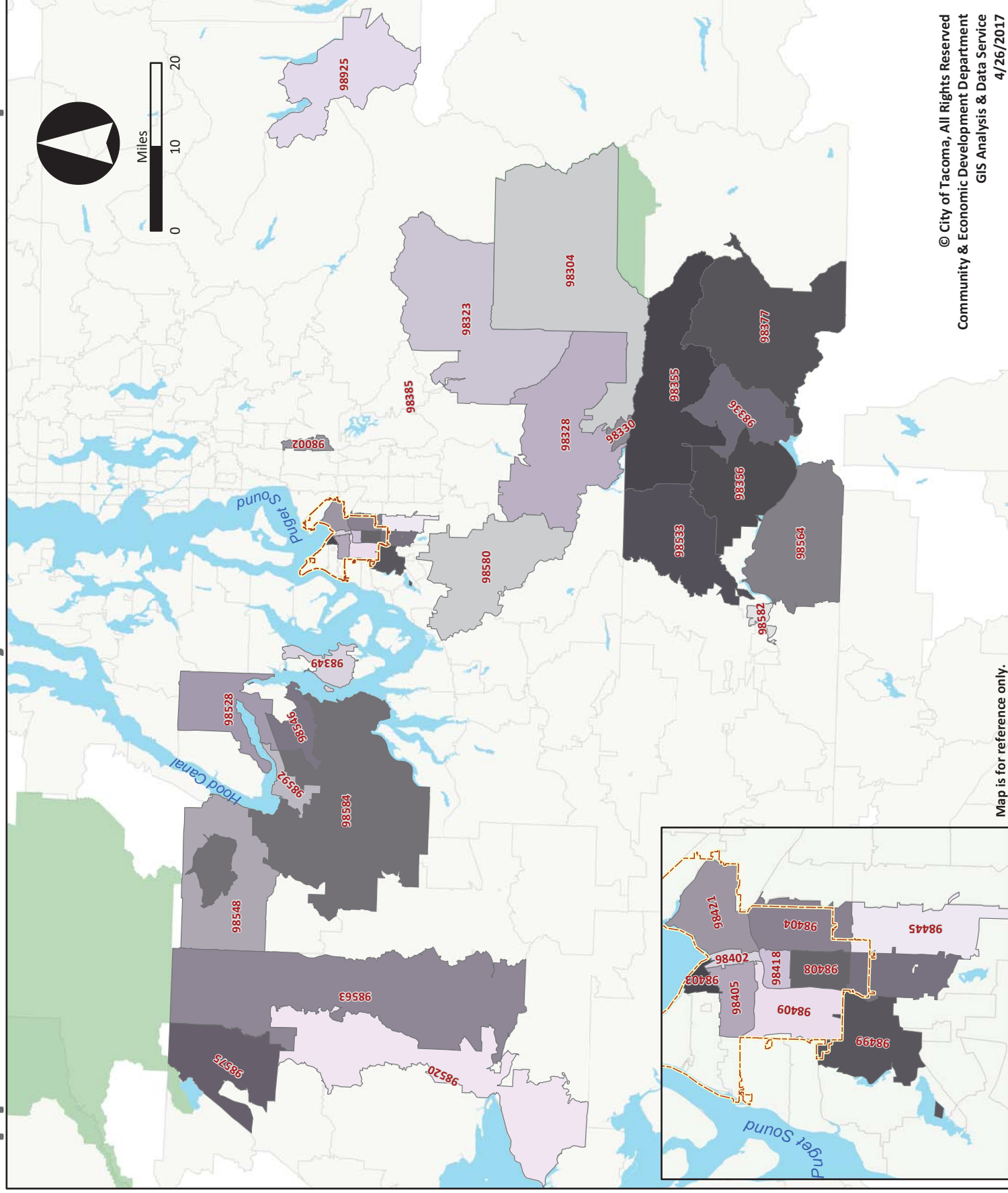
In addition, the LEAP Office will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted weekly, biweekly or monthly via LCP Tracker
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the Project Manager.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5826, Fax (253) 591-5232, or email [carstrong@cityoftacoma.org](mailto:carstrong@cityoftacoma.org).

# Appendix C: Economically Distressed ZIP Codes Map







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: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Craft: \_\_\_\_\_

Ethnic Group (*optional*): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

Apprenticeship County: \_\_\_\_\_ Apprentice Registration I.D. (*if applicable*): \_\_\_\_\_

Age: \_\_\_\_\_ Copy of DD-214: \_\_\_\_\_

**\*\*\*\*\*Please fill out entire form for tracking LEAP performance\*\*\*\*\***

LEAP qualified Apprentice categories: (check all that apply and provide evidence for each check)

\_\_\_\_\_ a. WA State Approved Apprentice living in Tacoma Public Utilities Service Area

\_\_\_\_\_ b. WA State Approved Apprentice \*(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## LEAP 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](http://www.govme.org) website.

No PO Boxes

Contractor Representative:\_\_\_\_\_

Date:\_\_\_\_\_

Title:\_\_\_\_\_



# LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

## LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

### Post-award Submittals:

- Prime Contractor LEAP Utilization Plan - This form is to be completed and presented at the Pre-Construction Meeting.
- LEAP Apprentice Verification Form - This form is to be completed for every qualifying Apprentice employee.

The forms above, LEAP Program Requirements, and all related LEAP documents can be accessed on the City of Tacoma LEAP website by navigating to LEAP Forms at the following link:

<http://cityoftacoma.org/leap>.

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.

## No Work Performed (NWP) Report

Prime/Sub Contractor: \_\_\_\_\_

Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Payroll Week Ending Date: \_\_\_\_\_ Payroll Number: \_\_\_\_\_

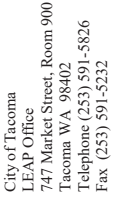
# NO WORK PERFORMED

I, the undersigned, do hereby certify under penalty of perjury, that the information contained herein is true and correct.

\_\_\_\_\_  
Signature of Responsible Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



*Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.*

<b>Contractor:</b>	<b>Date:</b>	
<b>Specification Number:</b>	<b>Contract/Work Order Number(s):</b>	<b>Contract Dollar Amount:</b>

Project Description:	Notes:

<p><b>Part C</b></p> <p>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)</p>
--

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)

General Instructions for completing Prime Contractor LEAP Utilization Plan

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**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, Economically Distressed Area Resident, Tacoma Public Utilities Service Area Apprentice Resident, WA State Apprentice \*(Contracts outside of TPU Service Area Only).

**Totals:** Total the number of hours in each of the five (5) columns.

**Part C**

**Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Goal:** This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Goal on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.

## Economically Distressed ZIP Codes

Zip Code	200% Pov	Unemployed	25+ College	Area
98002		Y	Y	Auburn
98030	Y	Y		Kent
98032	Y	Y		Kent
98198	Y	Y		Seattle
98304	Y	Y	Y	Ashford
98323		Y	Y	Carbonado
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98355	Y	Y	Y	Mineral
98356	Y	Y	Y	Morton
98377		Y	Y	Randle
98385		Y	Y	South Prairie
98424	Y	Y		Fife
98433		Y	Y	JBLM
98439	Y	Y		Lakewood
98444	Y	Y	Y	Parkland
98467	Y	Y		University Place
98499	Y	Y		Lakewood
98520	Y	Y		Aberdeen
98528	Y		Y	Belfair
98548	Y	Y	Y	Hoodsport
98564	Y		Y	Mosssyrock
98575		Y	Y	Quinault
98580		Y	Y	Roy
98584	Y	Y		Shelton
98597	Y	Y		Yelm
98925	Y	Y	Y	Easton

“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)

“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 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

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	Hoodspport
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

Apprentices may come from **any** of the ZIP codes listed under this page. If an apprentice lives in a Economically Distressed ZIP code, they may count towards those labor hours as well. Journeyman must be from the Economically Distressed ZIP codes.

**PART V**

**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:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

## 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 [39.12 RCW](#) that provided work and materials for the Contract:

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). 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.
2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). 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.



**PART IV**  
**CITY OF TACOMA**  
**INSURANCE REQUIREMENTS**





# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 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](http://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.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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- 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.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or 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 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.