



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES20-0340F

**WASTEWATER SEWER
REPLACEMENT PROJECT:
ALLEY BETWEEN S SPRAGUE
AVE & S HOSMER ST, FROM
S 19TH ST TO S 21ST ST**

**Project No. ENV-04023-06
Project No. PWK-00438-29**

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES20-0340F

**WASTEWATER SEWER
REPLACEMENT PROJECT:
ALLEY BETWEEN S SPRAGUE
AVE & S HOSMER ST, FROM
S 19TH ST TO S 21ST ST**

Project No. ENV-04023-06
Project No. PWK-00438-29



12/17/2020

Jordan Ennis, P.E.
Science & Engineering Division
Environmental Services Department

326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES20-0340F

TABLE OF CONTENTS

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

REQUEST FOR BIDS

EQUITY IN CONTRACTING SPECIAL NOTICE TO BIDDERS

SPECIAL REMINDER TO ALL BIDDERS

SPECIAL NOTICE TO BIDDERS

PART I BID PROPOSAL AND CONTRACT FORMS

- 1 Bid Proposal
- 2 Signature Page
- 3 Bid Bond
- 4 Certificate of Compliance with Wage Payment Statutes
- 5 State Responsibility and Reciprocal Bid Preference Information
- 6 Equity in Contracting Requirement Form
- 7 Equity in Contracting Utilization Form
- 8 Contract
- 9 Payment Bond to the City of Tacoma
- 10 Performance Bond to the City of Tacoma
- 11 General Release Form

PART II SPECIAL PROVISIONS

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

PART III CITY OF TACOMA EQUITY IN CONTRACTING PROGRAM

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

PART V STATE PREVAILING WAGE RATES

PART VI CITY OF TACOMA INSURANCE REQUIREMENTS



City of Tacoma
Environmental Services

REQUEST FOR BIDS ES20-0340F
Wastewater Sewer Replacement: Alley Between Sprague
Ave & Hosmer St, from S 19th St to S 21st St

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, January 26, 2021

Submittal Delivery: Sealed submittals will be received as follows:

By Email: bids@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal
By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th 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 th 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 11 AM [via this link](#).

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.

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, January 19, 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 the construction of approximately 950 linear feet of wastewater sewer mains, along with associated structures and roadway restoration.

Estimate: \$530,000

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.

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, or by calling her collect at 253-591-5785.

Federal Title VI Information: "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Doreen Klaaskate, Senior Buyer by email to dklaaskate@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at 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. 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

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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full before the bid is submitted:

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

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

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 no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. ES20-0340F

WASTEWATER SEWER REPLACEMENT: ALLEY BETWEEN SPRAGUE AVE & HOSMER ST, FROM S 19TH ST TO S 21ST ST

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project Nos. ENV-04023-06 and PWK-00438-29, 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.
 3. Washington State Department of Revenue Rules 170 and 171 shall apply as shown in the Proposal and per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications. **Items marked with a * signifies both rules may apply.**

SCHEDULE A: ROADWAY IMPROVEMENTS (Rule 171)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R1.* 1-05	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
R2.* 1-07	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
R3.* 1-09	Mobilization	1 Lump Sum	Lump Sum	\$ _____
R4.* 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
R5. 2-01	Clearing and Grubbing	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. ES20-0340F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
R6.* 2-02	Removal and Reinstallation of Existing Fences	Force Account	Estimated	\$ <u>3,000.00</u>
R7. 2-03	Roadway Excavation, Incl. Haul	110 Cu. Yd.	\$ _____	\$ _____
R8. 2-14	Remove Existing Pavement, Type II, Class A4	1,150 Sq. Yd.	\$ _____	\$ _____
R9. 4-04	Crushed Surfacing Top Course	100 Ton	\$ _____	\$ _____
R10. 4-04	Recycled Conc. Aggregate	330 Ton	\$ _____	\$ _____
R11. 5-04	Fiber Reinforced HMA Cl. ½" PG 58H-22	125 Ton	\$ _____	\$ _____
R12. 5-04	Temporary Pavement Patch	35 Ton	\$ _____	\$ _____
R13. 7-05	Adjust Existing Manhole, Furnish New Frame and Cover	1 Each	\$ _____	\$ _____
R14.* 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
R15.* 8-01	Inlet Protection	15 Each	\$ _____	\$ _____
R16.* 8-01	Street Cleaning	10 Hour	\$ _____	\$ _____
R17.* 8-01	Erosion/Water Pollution Control	Force Account	Estimated	\$ <u>5,000.00</u>
R18.* 8-02	Landscape Restoration	Force Account	Estimated	\$ <u>10,000.00</u>

Contractor's Name: _____

Specification No. ES20-0340F

Page 2 of 4

SCHEDULE B: WASTEWATER SEWER IMPROVEMENTS (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW19. 2-09	Structure Excavation Class B	2,320 Cu. Yd.	\$ _____	\$ _____
WW20. 2-09	Shoring or Extra Excavation Class B	14,450 Sq. Ft.	\$ _____	\$ _____
WW21. 2-15	Remove Manhole	4 Each	\$ _____	\$ _____
WW22. 7-05	Manhole 48-In. Diam. Type 1	5 Each	\$ _____	\$ _____
WW23. 7-05	Manhole Additional Height 48-In. Diam. Type 1	13 Lin. Ft.	\$ _____	\$ _____
WW24. 7-05	Connect New Sewer Pipe 8-In. Diam. to Existing Structure	1 Each	\$ _____	\$ _____
WW25. 7-05	Reconnect Existing Sewer Pipe 8-In. Diam. to New Structure	3 Each	\$ _____	\$ _____
WW26. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
WW27. 7-08	Temporary Sanitary Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
WW28. 7-17	PVC Sanitary Sewer Pipe 6-In. Diam.	455 Lin. Ft.	\$ _____	\$ _____
WW29. 7-17	PVC Sanitary Sewer Pipe 8-In. Diam.	950 Lin. Ft.	\$ _____	\$ _____
WW30. 7-17	Removal and Replacement of Unsuitable Material	2,030 Cu. Yd.	\$ _____	\$ _____
WW31. 7-17	Testing Sewer Pipe	950 Lin. Ft.	\$ _____	\$ _____
WW32. 7-19	Sewer Cleanout	27 Each	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES20-0340F

Page 3 of 4

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

Base Bid (Subtotal Items Nos. R1 – R18) \$ _____ (1)

ROADWAY IMPROVEMENTS TOTAL \$ _____ (2)

SCHEDULE B: WASTEWATER SEWER IMPROVEMENTS (WW) (Rule 170)

Base Bid (Subtotal Items Nos. WW19 - WW32) \$ _____ (3)

10.2% Sales Tax (Items Nos. WW19 – WW32) \$ _____ (4)

WASTEWATER SEWER IMPROVEMENTS TOTAL \$ _____ (5)

TOTAL BASE BID (1) + (3) \$ _____
(not including sales tax) Rule 170

SIGNATURE PAGE

CITY OF TACOMA ENVIRONMENTAL SERVICES

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

REQUEST FOR BIDS SPECIFICATION NO. ES20-0340F Wastewater Sewer Replacement: Alley Between Sprague Ave & Hosmer St, from S 19th St to S 21st St

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

Signature of 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 (January 12, 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

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

3%

Women Business
Enterprise Requirement

2%

Small Business Enterprise
Requirement

4%

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

www.cityoftacoma.org/sbe
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: ES20-0340F
Date of Record: 12.2.2020

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



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.**

a. Company Name and Telephone Number	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE 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. **ES20-0340F** and **Wastewater Sewer Replacement: Alley Between Sprague Ave & Hosmer St, from S 19th St to S 21st St**, together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated January 26, 2021, submitted in response to Specification No. **ES20-0340F** and **Wastewater Sewer Replacement: Alley Between Sprague Ave & Hosmer St, from S 19th St to S 21st St**.
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
-

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

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
1. Contract
 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
\$ _____, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if 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.

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: _____



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 connection with this bond shall be in Pierce County, Washington.

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

Table of Contents

INTRODUCTION.....	1
DESCRIPTION OF WORK.....	1
1-01 DEFINITIONS AND TERMS	2
1-01.3 Definitions.....	2
1-02 BID PROCEDURES AND CONDITIONS.....	5
1-02.1 Prequalification of Bidders	5
1-02.1 Qualifications of Bidder	5
1-02.2 Plans and Specifications.....	5
1-02.4(1) General	5
1-02.5 Proposal Forms	5
1-02.6 Preparation of Proposal.....	6
1-02.7 Bid Deposit	7
1-02.9 Delivery of Proposal.....	7
1-02.10 Withdrawing, Revising, or Supplementing Proposal.....	8
1-02.12 Public Opening of Proposals.....	8
1-02.13 Irregular Proposals	9
1-02.14 Disqualification of Bidders.....	9
1-02.15 Pre Award Information	10
1-03 AWARD AND EXECUTION OF CONTRACT.....	11
1-03.1 Consideration of Bids.....	11
1-03.2 Award of Contract.....	11
1-03.3 Execution of Contract	11
1-03.4 Contract Bond.....	12
1-03.5 Failure to Execute Contract	12
1-04 SCOPE OF THE WORK.....	13
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda	13
1-04.6 Variation in Estimated Quantities	13
1-05 CONTROL OF WORK	14
1-05.3 Plans and Working Drawings.....	14
1-05.3 Submittals.....	14
1-05.3(1) Submittal Schedule	14
1-05.3(2) Submittal Procedures	15
1-05.3(3) Engineer's Review of Submittals	15
1-05.3(4) Resubmittals	16

1-05.3(5) Submittal Requirements by Section.....	16
1-05.3(6) Project Red Line Drawings	17
1-05.3(8) Clarifications.....	19
1-05.4 Conformity With and Deviations from Plans and Stakes	19
1-05.4(1) Roadway and Utility Surveys	19
1-05.7 Removal of Defective and Unauthorized Work.....	19
1-05.11 Final Inspection.....	20
1-05.11 Final Inspections and Operational Testing	20
1-05.11(1) Substantial Completion Date	20
1-05.11(2) Final Inspection and Physical Completion Date	20
1-05.11(3) Operational Testing	21
1-05.12(1) One-Year Guarantee Period.....	21
1-05.13 Superintendents, Labor and Equipment of Contractor	22
1-05.15 Method of Serving Notices.....	22
1-05.16 Water and Power	22
1-05.19 Project Management Communications	22
1-05.19(1) Summary.....	22
1-05.19(2) Training & Support	23
1-05.19(3) Authorized Users	23
1-05.19(4) Communications.....	23
1-05.19(5) Record Keeping.....	24
1-05.19(6) Minimum Equipment Requirements.....	24
1-06 CONTROL OF MATERIAL	25
1-06.1 Approval of Materials Prior To Use	25
1-06.1(1) Qualified Products List (QPL)	25
1-06.1(2) Request for Approval of Material (RAM)	25
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	26
1-07.1 Laws to be Observed.....	26
1-07.2 State Taxes	26
1-07.9 Wages	26
1-07.9(5) Required Documents.....	26
1-07.15 Temporary Water Pollution/Erosion Control	27
1-07.15(1) Spill Prevention, Control and Countermeasures Plan	27
1-07.16 Protection and Restoration of Property	30
1-07.16(1) Private/Public Property.....	31
1-07.17 Utilities and Similar Facilities.....	31

1-07.18 Public Liability and Property Damage Insurance	32
1-07.18 Insurance	32
1-07.23 Public Convenience and Safety	32
1-07.23(1) Construction Under Traffic	32
1-07.23(1) Construction under Traffic	32
1-07.23(2) Construction and Maintenance of Detours	34
1-07.24 Rights of Way	35
1-08 PROSECUTION AND PROGRESS	36
1-08.0 Preliminary Matters	36
1-08.0(1) Preconstruction Conference	36
1-08.0(2) Hours of Work	36
1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees	37
1-08.1 Subcontracting - D/M/WBE Reporting	37
1-08.1 Subcontracting	37
1-08.4 Prosecution of Work	38
1-08.4 Notice to Proceed and Prosecution of Work	38
1-08.5 Time for Completion	38
1-08.9 Liquidated Damages	39
1-09 MEASUREMENT AND PAYMENT	40
1-09.2(1) General Requirements for Weighing Equipment	40
1-09.6 Force Account	40
1-09.9 Payments	40
1-09.9(1) Retainage	41
1-09.13(3)A Administration of Arbitration	42
1-10 TEMPORARY TRAFFIC CONTROL	42
1-10.1(2) Description	42
1-10.2 Traffic Control Management	42
1-10.2(1) General	42
1-10.3(3)A Construction Signs	43
1-10.3(3)C Portable Changeable Message Sign	43
1-10.4(2) Item Bids with Lump Sum for Incidentals	43
2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP	44
2-01.1 Description	44
2-01.2 Disposal of Usable Material and Debris	44
2-01.3(1) Clearing	44
2-01.3(2) Grubbing	44

2-02	REMOVAL OF STRUCTURES AND OBSTRUCTIONS.....	45
2-02.3	Construction Requirements	45
2-02.3(3)	Removal of Pavement, Sidewalks, and Curbs	45
2-02.3(5)	Removal and Reinstallation of Existing Fences	45
2-02.4	Measurement.....	45
2-02.5	Payment	45
2-03	ROADWAY EXCAVATION AND EMBANKMENT	46
2-03.1	Description.....	46
2-03.3(5)	Slope Treatment.....	46
2-03.3(19)	Removal of Pavement, Sidewalks, Curbs, and Gutters.....	46
2-07	WATERING	46
2-07.3	Construction Requirements	46
2-07.3(1)	Water Supplied from Hydrants.....	46
2-09	STRUCTURE EXCAVATION.....	47
2-09.4	Measurement.....	47
2-09.5	Payment	47
2-14	PAVEMENT REMOVAL	48
2-14.1	Description.....	48
2-14.2	Pavement Classification.....	48
2-14.3	Construction Requirements	48
2-14.4	Measurement.....	48
2-14.5	Payment	48
2-16	REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.	49
2-16.1	Description.....	49
2-16.2	Vacant	49
2-16.3	Construction Requirements	49
2-16.4	Measurement.....	49
2-16.5	Payment	49
3-04	ACCEPTANCE OF AGGREGATE.....	50
3-04.1	Description.....	50
3-04.3(1)	General	50
3-04.3(4)	Testing Results.....	50
3-04.3(6)	Statistical Evaluation	50
4-04	BALLAST AND CRUSHED SURFACING	51
4-04.2	Materials	51
4-04.4	Measurement.....	51

4-04.5 Payment	51
5-04 HOT MIX ASPHALT	52
5-04.2 Materials	52
5-04.2(1) How to Get an HMA Mix Design on the QPL	52
5-04.2(2) Mix Design – Obtaining Project Approval.....	52
5-04.2(2)B Using HMA Additives	53
5-04.2(3) Fiber Reinforced HMA	53
5-04.3 Construction Requirements	55
5-04.3(2) Paving Under Traffic.....	55
5-04.3(3)C Pavers	56
5-04.3(3)D Material Transfer Device or Material Transfer Vehicle.....	56
5-04.3(4)C Pavement Repair	56
5-04.3(6) Mixing.....	57
5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA	57
5-04.3(9) HMA Mixture Acceptance	57
5-04.3(9)A Test Sections	57
5-04.3(9)B Mixture Acceptance – Statistical Evaluation	58
5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation	58
5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots	58
5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots	58
5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results	58
5-04.3(10)B HMA Compaction - Cyclic Density.....	59
5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots	59
5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing	59
5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing	59
5-04.4 Measurement.....	60
5-04.5 Payment	60
7-04 STORM SEWERS	61
7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS	61
7-05.1 Description.....	61
7-05.3 Construction Requirements	61
7-05.3(1) Adjusting Manholes and Catch Basins to Grade.....	61
7-05.3(1) Adjusting Utility Structures to Grade	61
7-05.3(3) Connections to Existing Manholes.....	61
7-05.4 Measurement.....	61
7-05.5 Payment	62

7-08	GENERAL PIPE INSTALLATION REQUIREMENTS.....	63
7-08.3(1)A	Trenches.....	63
7-08.3(1)C	Bedding the Pipe	63
7-08.3(2)F	Plugs and Connections	63
7-08.3(2)G	Jointing of Dissimilar Pipe.....	63
7-08.3(3)	Backfilling	63
7-08.3(5)	Temporary Bypass Pumping	64
7-08.3(5)A	General Requirements	64
7-08.3(5)B	Backup Equipment and Monitoring.....	64
7-08.3(5)C	Flow for Bypass System Design.....	65
7-08.3(5)D	Bypass Pumping Plan.....	65
7-08.4	Measurement.....	65
7-08.5	Payment	65
7-17	SANITARY SEWERS	66
7-17.1	Description.....	66
7-17.2	Materials	66
7-17.3(2)A	General	66
7-17.3(2)H	Television Inspection	66
7-17.4	Measurement.....	68
7-17.5	Payment	69
7-18	SIDE SEWERS.....	70
7-18.1	Description.....	70
7-18.3(1)	General	70
7-18.4	Measurement.....	70
7-18.5	Payment	70
7-19	SEWER CLEANOUTS.....	71
7-19.3	Construction Requirements	71
7-19.5	Payment	71
8-01	EROSION CONTROL AND WATER POLLUTION CONTROL	71
8-01.1	Description.....	71
8-01.3(1)A	Submittals	71
8-01.3(1)B	Erosion and Sediment Control (ESC) Lead	72
8-01.3(8)	Street Cleaning.....	73
8-01.3(9)D	Inlet Protection.....	73
8-01.4	Measurement.....	73
8-01.5	Payment	73

8-02	ROADSIDE RESTORATION	74
8-02.3	Construction Requirements	74
8-02.3(17)	Landscape Restoration.....	74
8-02.4	Measurement.....	74
8-02.5	Payment	74
9-03	AGGREGATES	75
9-03.12	Gravel Backfill.....	75
9-03.12(10)	Pea Gravel	75
9-03.21	Recycled Material	75
9-03.21(1)	General Requirements	75

1 INTRODUCTION

2 (*****)

3
4 The following special provisions shall be used in conjunction with the "2020 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road,
6 Bridge, and Municipal Construction" as prepared by the Washington State Department of
7 Transportation (WSDOT). State Standard Specifications are available through WSDOT, by
8 calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of
9 charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

11
12 These Special Provisions are made up of both General Special Provisions (GSPs) from various
13 sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each
14 Provision either supplements, modifies, or replaces the comparable Standard Specification, or is
15 a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion
16 of the Standard Specifications is meant to pertain only to that particular portion of the section,
17 and in no way should it be interpreted that the balance of the section does not apply.

18
19 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source,
20 as follows:

21
22 *(May 18, 2007 APWA GSP)*

23 *(August 7, 2006 WSDOT GSP)*

24 *(April 2, 2007 Tacoma GSP)*

25
26 The project specific Special Provisions are labeled under the headers of each Special Provision
27 as follows:

28 (*****)

29
30 **Due to the COVID-19 pandemic**, a pre-bid meeting will be held via conference call at 10:00
31 A.M. PST, January 19, 2021. The phone number is **1 (888) 850-4523** and the access code is
32 **544766**. This conference call will answer questions regarding the Equity in Contracting
33 Program (EIC) and Local Employment and Apprenticeship Training Program (LEAP)
34 requirements included in the Contract. Prospective bidders are urged to call in.

35 DESCRIPTION OF WORK

36 (*****)

37
38
39 This Contract shall generally consist of the construction of approximately 950 linear feet of
40 wastewater sewer mains, along with associated structures and roadway restoration.

41
42
43 **END OF SECTION**

1-01 DEFINITIONS AND TERMS

1-01.3 Definitions

(January 4, 2016 APWA GSP)

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

Dates

Bid Opening Date

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

Award Date

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

Contract Execution Date

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

Notice to Proceed Date

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

Substantial Completion Date

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

Physical Completion Date

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

Completion Date

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

Final Acceptance Date

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

Supplement this Section with the following:

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

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

1 All references to "State Materials Laboratory" shall be revised to read "Contracting Agency
2 designated location".
3

4 All references to "final contract voucher certification" shall be interpreted to mean the
5 Contracting Agency form(s) by which final payment is authorized, and final completion and
6 acceptance granted.
7

8 **Additive**

9 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
10 which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
11

12 **Alternate**

13 One of two or more units of work or groups of bid items, identified separately in the Bid
14 Proposal, from which the Contracting Agency may make a choice between different methods or
15 material of construction for performing the same work.
16

17 **Business Day**

18 A business day is any day from Monday through Friday except holidays as listed in Section 1-
19 08.5.
20

21 **Contract Bond**

22 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond
23 form(s) are required by the Contract Documents, which may be a combination of a Payment
24 Bond and a Performance Bond.
25

26 **Contract Documents**

27 See definition for "Contract".
28

29 **Contract Time**

30 The period of time established by the terms and conditions of the Contract within which the
31 Work must be physically completed.
32

33 **Notice of Award**

34 The written notice from the Contracting Agency to the successful Bidder signifying the
35 Contracting Agency's acceptance of the Bid Proposal.
36

37 **Notice to Proceed**

38 The written notice from the Contracting Agency or Engineer to the Contractor authorizing and
39 directing the Contractor to proceed with the Work and establishing the date on which the
40 Contract time begins.
41

42 **Traffic**

43 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
44 equestrian traffic.
45

46 *This section is supplemented with the following:*

47 **(April 15, 2020 Tacoma GSP)**
48

49 All references to the acronym UDBE" shall be revised to read "DBE/EIC".
50

1 All references in the Standard Specifications to the term "Proposal Bond" shall be revised to
2 read "Bid Bond."

3
4 **Base Bid**

5 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,
6 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-
7 07.2.

8
9 **Calendar Day**

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

12
13 **Change Order**

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

18
19 **Day**

20 Unless otherwise specified, a calendar day.

21
22 **Deductive**

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

26
27 **Grand Total Price**

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

30
31 **Standard Specifications**

32 Divisions One through Nine of the specified edition of the WSDOT "Standard Specifications for
33 Road, Bridge, and Municipal Construction."

34
35
36 **END OF SECTION**

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 qualifications
10 of RCW 39.04.350(1) to be considered a responsible bidder and qualified to be awarded a
11 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 the Call
18 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 no cost
21 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 source
25 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
30 *The first sentence of the last paragraph is revised to read:*

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

36
37 **1-02.5 Proposal Forms**
38 **(July 31, 2017 APWA GSP)**

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

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

10
11 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
12 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all
13 alternates and additives set forth in the Proposal Form unless otherwise specified.

14
15 **1-02.6 Preparation of Proposal**
16 **(July 11, 2018 APWA GSP)**
17

18 *Supplement the second paragraph with the following:*

19 4. If a minimum bid amount has been established for any item, the unit or lump sum
20 price must equal or exceed the minimum amount stated.

21 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed
22 by the signer of the bid.
23

24 *Delete the last two paragraphs, and replace them with the following:*
25

26 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
27 Subcontractor to perform those items of work.
28

29 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
30 Compliance form, provided by the Contracting Agency. Failure to return this certification as part
31 of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A
32 Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
33

34 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
35

36 A bid by a corporation shall be executed in the corporate name, by the president or a vice
37 president (or other corporate officer accompanied by evidence of authority to sign).
38

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

43 A bid by a joint venture shall be executed in the joint venture name and signed by a member of
44 the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if
45 any UDBE requirements are to be satisfied through such an agreement.
46

47 *The fourth paragraph is revised to read:*
48 **(*****)**
49

50 The bidder shall submit the following completed forms:
51 City of Tacoma – Equity in Contracting Goal Requirement Form

2
3 **1-02.7 Bid Deposit**

4 **(*****)**

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

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

14
15 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive
16 and shall cause the Bid to be rejected by the Contracting Agency.

17
18 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be followed. No
19 variations from the language thereof will be accepted.

20
21 If submitting your bid electronically, a scanned version of the original bid bond must accompany
22 your electronic bid submittal. The original bid bond shall be sent to the Contracting Agency and
23 postmarked no later than the day of bid opening. **Original bid bonds will be delivered to:**

24
25 **City of Tacoma Procurement & Payables Division**
26 **Tacoma Public Utilities**
27 **P.O. Box 11007**
28 **Tacoma, WA 98411-0007**

29
30 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

31
32 **1-02.9 Delivery of Proposal**

33 **(*****)**

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

35
36 Each Proposal shall be submitted to the City electronically via email to bids@cityoftacoma.org,
37 with the Project Name as stated in the Call for Bids noted on the subject line of the email, or as
38 otherwise required in the Bid Documents, to ensure proper handling and delivery. All electronic
39 documents shall be in PDF format.

40
41 To be considered responsive on a FHWA-funded project, the Bidder may be required to submit
42 the following items, as required by Section 1-02.6:

- 43
44
 - UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's
 - 45 completed UDBE Utilization Certification (WSDOT 272-056U)
 - 46 • Good Faith Effort (GFE) Documentation
 - 47 • UDBE Bid Item Breakdown (WSDOT 272-054)
 - 48 • UDBE Trucking Credit Form (WSDOT 272-058)

1 These documents, if applicable, shall be received either with the Bid Proposal or as a
2 supplement to the Bid. These documents shall be received **no later than 48 hours** (not
3 including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.
4

5 If submitted after the Bid Proposal is due, the document(s) must be submitted via email to
6 bids@cityoftacoma.org, with "Supplemental Information" noted in the subject line. All other
7 information required to be submitted with the Bid Proposal must be submitted with the Bid
8 Proposal itself, at the time stated in the Call for Bids.
9

10 The Contracting Agency will not open or consider any Bid Proposal that is received after the
11 time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other
12 than that specified in the Call for Bids. The Contracting Agency will not open or consider any
13 "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after
14 the time specified above, or received in a location other than that specified in the Call for Bids.
15

16 If an emergency or unanticipated event interrupts normal work processes of the Contracting
17 Agency so that Proposals cannot be received at the office designated for receipt of bids as
18 specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be
19 extended to the same time of day specified in the solicitation on the first work day on which the
20 normal work processes of the Contracting Agency resume.
21

22 **1-02.10 Withdrawing, Revising, or Supplementing Proposal** 23 **(*****)**

24 *Delete this section, and replace it with the following:*
25

26 After submitting an electronic Bid Proposal to the Contracting Agency, the Bidder may withdraw,
27 revise, or supplement it if:
28

- 29 1. The Bidder submits a written request signed by an authorized person and emails it to
30 bids@cityoftacoma.org, and
- 31 2. The Contracting Agency receives the request before the time set for receipt of Bid
32 Proposals, and
- 33 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency
34 before the time set for receipt of Bid Proposals.
35

36 The Bidder's written request to revise or supplement a Bid Proposal must be accompanied by
37 the revised or supplemented package in its entirety. If the Bidder does not submit a revised or
38 supplemented package, then its bid shall be considered withdrawn.
39

40 Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded
41 by the Contracting Agency and returned unopened. Mailed, emailed, or faxed requests to
42 withdraw, revise, or supplement a Bid Proposal are not acceptable.
43

44 **1-02.12 Public Opening of Proposals** 45 **(*****)**

46 *The first paragraph of this section shall be deleted and replaced with the following:*
47

48 NOTICE: City of Tacoma Public Bid Openings are cancelled until further notice. Preliminary
49 and final bid results are posted at www.TacomaPurchasing.org
50

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

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

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

32
33 **1-02.14 Disqualification of Bidders**
34 **(October 18, 2013 Tacoma GSP)**

35 *Delete this section and replace it with the following:*
36

37 A Bidder will be deemed not responsible if:

- 38 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
39 39.04.350(1), as amended; or
40 2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in
41 collusion will be restricted from submitting further bids; or
42 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to
43 the full extent of the bid, or to the extent that the bid exceeds the authorized
44 prequalification amount as may have been determined by a prequalification of the
45 Bidder; or
46 4. an unsatisfactory performance record exists based on past or current Contracting
47 Agency work or for work done for others, as judged from the standpoint of conduct of
48 the work; workmanship; or progress; affirmative action; equal employment
49 opportunity practices; termination for cause; or Disadvantaged Business Enterprise,
50 Minority Business Enterprise, or Women's Business Enterprise utilization; or

5. there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency; or
10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in the Special Notification to Bidders; or
11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

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

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

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

Revise this section to read:

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

1. A complete statement of the origin, composition, and manufacture of any or all materials to be used,

2. Samples of these materials for quality and fitness tests,
3. A progress schedule (in a form the Contracting Agency requires) showing the order of and time required for the various phases of the work,
4. A breakdown of costs assigned to any bid item,
5. Attendance at a conference with the Engineer or representatives of the Engineer,
6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.

END OF SECTION

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids (January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

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

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

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

Revise this section to read:

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

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

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

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

10
11 **1-03.4 Contract Bond**
12 **(July 23, 2015 APWA GSP)**

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

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

- 19 1. Be on Contracting Agency-furnished form(s);
- 20 2. Be signed by an approved surety (or sureties) that:
 - 21 a. Is registered with the Washington State Insurance Commissioner, and
 - 22 b. Appears on the current Authorized Insurance List in the State of Washington
- 23 published by the Office of the Insurance Commissioner,
- 24 3. Guarantee that the Contractor will perform and comply with all obligations, duties, and
- 25 conditions under the Contract, including but not limited to the duty and obligation to
- 26 indemnify, defend, and protect the Contracting Agency against all losses and claims
- 27 related directly or indirectly from any failure:
 - 28 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
 - 29 subcontractors of the Contractor) to faithfully perform and comply with all contract
 - 30 obligations, conditions, and duties, or
 - 31 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
 - 32 Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors,
 - 33 material person, or any other person who provides supplies or provisions for carrying
 - 34 out the work;
- 35 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the
- 36 project under titles 50, 51, and 82 RCW; and
- 37 5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the
- 38 bond; and
- 39 6. Be signed by an officer of the Contractor empowered to sign official statements (sole
- 40 proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by
- 41 the president or vice president, unless accompanied by written proof of the authority of
- 42 the individual signing the bond(s) to bind the corporation (i.e., corporate resolution,
- 43 power of attorney, or a letter to such effect signed by the president or vice president).
- 44

45 *Add the following new section:*

46
47 **1-03.5 Failure to Execute Contract**
48 **(April 15, 2020 Tacoma GSP)**

49 *The first sentence is revised to read:*

1
2 Failure to return the insurance certification and bond with the signed contract as required in
3 Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required in the
4 contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the
5 state of Washington shall result in forfeiture of the bid bond or deposit of this Bidder
6
7

8 **END OF SECTION**
9

10
11 **1-04 SCOPE OF THE WORK**
12

13 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**
14 **and Addenda**

15 **(March 13, 2012 APWA GSP)**

16 *Revise the second paragraph to read:*
17

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

- 20 1. Addenda,
 - 21 2. Proposal Form,
 - 22 3. Special Provisions,
 - 23 4. Contract Plans,
 - 24 5. Amendments to the Standard Specifications,
 - 25 6. Standard Specifications,
 - 26 7. Contracting Agency's Standard Plans or Details (if any), and
 - 27 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
- 28

29 **1-04.6 Variation in Estimated Quantities**

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

31 *This section is supplemented with the following:*
32

33 The quantities for Temporary Pavement Patch, PVC Sanitary Sewer Pipe 6-In. Diam., and PVC
34 C900 Sanitary Sewer Pipe 6-In. Diam. have been entered into the Proposal only to provide a
35 common proposal for bidders. Actual quantities will be determined in the field as the work
36 progresses, and will be paid at the original bid price, regardless of final quantity. These bid
37 items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.
38
39

40 **END OF SECTION**

1-05 CONTROL OF WORK

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

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

1-05.3 Submittals

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

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

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

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

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

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

1-05.3(1) Submittal Schedule

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

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

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

individual submittal or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

Each submittal shall indicate the following:

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

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

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

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

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

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

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

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

1 When the submittal or resubmittal is marked "REVIEWED" no further correspondence is
2 required. When the submittal is marked "REVIEWED WITH COMMENTS" the Contractor shall
3 comply with any comments on the return submittal.
4

5 **1-05.3(4) Resubmittals**

6

7 When a submittal is marked "REVISE AND RESUBMIT" or "REJECTED," the Contractor shall
8 make the corrections as noted and instructed by the Engineer and resubmit via e-Builder®. The
9 Contractor shall not install material or equipment that has received a review status of "REVISE
10 AND RESUBMIT" or REJECTED".
11

12 When corrected copies are resubmitted, the Contractor shall in writing direct specific attention to
13 all revisions and shall list separately any revision made other than those called for by the
14 Engineer on previous submittals. e-Builder® will assign the resubmittal number of the original
15 submittal followed by a revision number (1, 2, etc.) to indicate the sequence of the resubmittal.
16

17 Each submittal shall have a unique number assigned to it (via e-Builder®).
18

19 The Contractor shall revise returned submittals as required and resubmit until final review is
20 obtained. Any associated progress delay due to the Contractor's need to revise and resubmit is
21 the Contractor's sole responsibility.
22

23 The Contractor shall verify that all exceptions previously noted by the Engineer have been
24 accounted for.
25

26 **1-05.3(5) Submittal Requirements by Section**

27

28 The following is a general summary of submittal requirements. This summary is not inclusive of
29 all submittal requirements and does not relieve the Contractor of their responsibility to provide
30 submittals as noted in subsequent sections of the specifications. The Contractor shall review
31 each bid item and individual section in the applicable provisions or specifications, as noted
32 below, for specific requirements.
33

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
2-07.3(1)	Hydrant Permit
4-04	Crushed Surfacing Top Course
4-04	Recycled Concrete Aggregate
5-04	Asphalt Mix Design Certification
7-05	Manholes
7-05	Castings
7-05	Kor-N-Seal Connector
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan
7-17	Pipe materials
7-17.3(2)H	Example CCTV Post-Installation Inspection and Report
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

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.

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

3
4 A. Project Red Line Drawings:

5
6 Do not permanently conceal any work until required information has been recorded. Mark
7 drawings to show the actual installation where the installation varies from the work as
8 originally shown on the Contract drawings or indicated in the Contract specifications. Give
9 particular attention to information on concealed elements that would be difficult to measure
10 and record at a later date.

- 11
12 1. Changes and information shall be clearly drawn, described and shown technically
13 correct.
14 2. Mark drawings with red erasable pencil.
15 3. Record data as soon as possible after obtaining it.
16 4. Mark any new information.
17 5. Keep accurate measurements of horizontal and vertical locations of underground
18 services and utilities.
19 6. Mark any changes made where installation varies from that shown originally, such
20 as, in materials, equipments, locations, alignments, elevations, and any other
21 dimensions of the work.
22 7. For any work not demolished, abated, or salvaged, cross out and appropriately
23 annotate "Not Complete".
24 8. Indicate revisions to drawings with a "cloud" drawn around the revision and note date
25 the revision(s) was made.
26 9. Note Request For Change (RFC), Request For Information (RFI), and similar
27 identification, where applicable.

28
29 B. Format:

30
31 Identify and date each print; include the designation "PROJECT RED LINE DRAWINGS" in
32 a prominent location.

- 33
34 1. Prints: Organize Red Line Drawings into manageable sets. Include identification on
35 cover sheets.
36 2. Identify cover sheets as follows:
37 • Specification No.
38 • Project Name
39 • Date
40 • "PROJECT RED LINE DRAWINGS"
41 • Name of Engineer
42 • Name of Contractor
43 3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings
44 and submit, on a CD-R, in pdf format.

45
46 The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all costs
47 associated with, including but not limited to, documenting, revising, updating, maintaining, and
48 submitting red line drawings at the completion of construction work.
49

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

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

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

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

15 **1-05.4 Conformity With and Deviations from Plans and Stakes**

16 *Add the following two new sub-sections:*
17

18 **1-05.4(1) Roadway and Utility Surveys**
19 **(October 1, 2005 APWA GSP)**
20

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

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

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

33 **1-05.7 Removal of Defective and Unauthorized Work**
34 **(October 1, 2005 APWA GSP)**

35 *Supplement this section with the following:*
36

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

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

50 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
51 remedying defective or unauthorized work, or work the Contractor failed or refused to perform,

1 shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or
2 to become due, the Contractor. Such direct and indirect costs shall include in particular, but
3 without limitation, compensation for additional professional services required, and costs for
4 repair and replacement of work of others destroyed or damaged by correction, removal, or
5 replacement of the Contractor's unauthorized work.

6
7 No adjustment in Contract time or compensation will be allowed because of the delay in the
8 performance of the work attributable to the exercise of the Contracting Agency's rights provided
9 by this Section.

10
11 The rights exercised under the provisions of this section shall not diminish the Contracting
12 Agency's right to pursue any other avenue for additional remedy or damages with respect to the
13 Contractor's failure to perform the work as required.

14 15 **1-05.11 Final Inspection**

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

17 18 **1-05.11 Final Inspections and Operational Testing** 19 **(October 1, 2005 APWA GSP)**

20 21 **1-05.11(1) Substantial Completion Date**

22
23 When the Contractor considers the work to be substantially complete, the Contractor shall so
24 notify the Engineer and request the Engineer establish the Substantial Completion Date. The
25 Contractor's request shall list the specific items of work that remain to be completed in order to
26 reach physical completion. The Engineer will schedule an inspection of the work with the
27 Contractor to determine the status of completion. The Engineer may also establish the
28 Substantial Completion Date unilaterally.

29
30 If, after this inspection, the Engineer concurs with the Contractor that the work is substantially
31 complete and ready for its intended use, the Engineer, by written notice to the Contractor, will
32 set the Substantial Completion Date. If, after this inspection the Engineer does not consider the
33 work substantially complete and ready for its intended use, the Engineer will, by written notice,
34 so notify the Contractor giving the reasons therefore.

35
36 Upon receipt of written notice concurring in or denying substantial completion, whichever is
37 applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
38 interruption, the work necessary to reach Substantial and Physical Completion. The Contractor
39 shall provide the Engineer with a revised schedule indicating when the Contractor expects to
40 reach substantial and physical completion of the work.

41
42 The above process shall be repeated until the Engineer establishes the Substantial Completion
43 Date and the Contractor considers the work physically complete and ready for final inspection.

44 45 **1-05.11(2) Final Inspection and Physical Completion Date**

46
47 When the Contractor considers the work physically complete and ready for final inspection, the
48 Contractor by written notice, shall request the Engineer to schedule a final inspection. The
49 Engineer will set a date for final inspection. The Engineer and the Contractor will then make a
50 final inspection and the Engineer will notify the Contractor in writing of all particulars in which the
51 final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately

1 take such corrective measures as are necessary to remedy the listed deficiencies. Corrective
2 work shall be pursued vigorously, diligently, and without interruption until physical completion of
3 the listed deficiencies. This process will continue until the Engineer is satisfied the listed
4 deficiencies have been corrected.

5
6 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written
7 notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take
8 whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

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

11
12 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting
13 Agency, in writing, of the date upon which the work was considered physically complete. That
14 date shall constitute the Physical Completion Date of the Contract, but shall not imply
15 acceptance of the work or that all the obligations of the Contractor under the contract have been
16 fulfilled.

17 18 **1-05.11(3) Operational Testing**

19
20 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete
21 and operable system. Therefore when the work involves the installation of machinery or other
22 mechanical equipment; street lighting, electrical distribution or signal systems; irrigation
23 systems; buildings; or other similar work it may be desirable for the Engineer to have the
24 Contractor operate and test the work for a period of time after final inspection but prior to the
25 physical completion date. Whenever items of work are listed in the Contract Provisions for
26 operational testing they shall be fully tested under operating conditions for the time period
27 specified to ensure their acceptability prior to the Physical Completion Date. During and
28 following the test period, the Contractor shall correct any items of workmanship, materials, or
29 equipment which prove faulty, or that are not in first class operating condition. Equipment,
30 electrical controls, meters, or other devices and equipment to be tested during this period shall
31 be tested under the observation of the Engineer, so that the Engineer may determine their
32 suitability for the purpose for which they were installed. The Physical Completion Date cannot
33 be established until testing and corrections have been completed to the satisfaction of the
34 Engineer.

35
36 The costs for power, gas, labor, material, supplies, and everything else needed to successfully
37 complete operational testing, shall be included in the unit Contract prices related to the system
38 being tested, unless specifically set forth otherwise in the proposal.

39
40 Operational and test periods, when required by the Engineer, shall not affect a manufacturer's
41 guaranties or warranties furnished under the terms of the Contract.

42
43 *Add the following new section:*

44 45 **1-05.12(1) One-Year Guarantee Period** 46 **(March 8, 2013 APWA GSP)**

47
48 The Contractor shall return to the project and repair or replace all defects in workmanship and
49 material discovered within one year after Final Acceptance of the Work. The Contractor shall
50 start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's
51 written notice of a defect, and shall complete such work within the time stated in the Contracting

Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another Contractor, in which case the cost of corrections shall be paid by the Contractor. In the event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

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

Delete the sixth and seventh paragraphs of this section.

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

Revise the second paragraph to read:

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

Add the following new section:

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

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

Add the following new section:

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

1-05.19(1) Summary

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

1
2 User registration, electronic and computer equipment, and internet connections are the
3 responsibility of each project participant.
4

5 Nothing in this specification or the subsequent communications supersedes the parties'
6 obligations and rights for copyright or document ownership as established by the Contract
7 Documents. The use of CAD files, processes, or design information distributed in this system is
8 intended only for the project specified herein.
9

10 **1-05.19(2) Training & Support**

11
12 A group training session scheduled by the Contracting Agency will be provided for the
13 Contractor at a City of Tacoma training facility. The training session duration is generally 4
14 hours. The Contractor's e-Builder® users are required to attend the scheduled training sessions
15 that they are assigned to. Requests for specific scheduled classes will be on a first come first
16 served basis by availability.
17

18 **1-05.19(3) Authorized Users**

19
20 Access to the web site will be by individuals who are licensed users.
21

- 22 1. The City will provide the Contractor with up to four licensed user accounts for the
23 duration of the project. The sharing of user accounts is prohibited.
- 24 2. Additional licensed user accounts may be purchased from e-Builder®.
- 25 3. Authorized users will be contacted via e-mail with a temporary user password. The user
26 shall update the required information at their first log-in and be responsible for proper
27 password protection.
- 28 4. Only entities with a direct Contract with the Contracting Agency will be allowed to be an
29 authorized user.
30

31 **1-05.19(4) Communications**

32
33 The use of fax, email and courier communication for this project is discouraged in favor of using
34 e-Builder® to send messages. Communication functions are as follows:
35

- 36 1. Document Integrity and Revisions: Documents, comments, drawings and other data
37 posted to the system remain a permanent component of the project. The originator, time
38 and date are recorded for each document submitted to the system. Submitting a new
39 document or record with a unique ID, originator, and time stamp is the method used to
40 make modifications or corrections.
- 41 2. Document Security: The system provides a method for communication of documents.
42 Documents allow security group assignment to respect the contractual parties'
43 communication with the exception that the Contracting Agency Administrative Users
44 have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN**
45 **THE DATABASE.**
- 46 3. Notifications and Distribution: Document distribution to project members may be
47 accomplished both within the e-Builder® system and via email depending on user
48 settings. Project document distribution to parties outside of the project communication
49 system may be accomplished by secure email of outgoing documents and attachments,
50 readable by a standard email client.

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

1-05.19(5) Record Keeping

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

1-05.19(6) Minimum Equipment Requirements

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

No separate payment will be made for the use of e-Builder®, as this will be considered incidental to the Contract. All costs incurred to carry out the requirements of utilizing and

maintaining e-Builder®, including but not limited to, labor, training, equipment, and required software are the sole responsibility of the Contractor.

END OF SECTION

1-06 CONTROL OF MATERIAL

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

The first sentence is revised to read:

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

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

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

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

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

This section is revised in its entirety to read:

QPL's are not accepted by the City.

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

This section is deleted in its entirety:

END OF SECTION

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

2
3 **1-07.1 Laws to be Observed**
4 **(October 1, 2005 APWA GSP)**

5 *Supplement this section with the following:*

6
7 In cases of conflict between different safety regulations, the more stringent regulation shall
8 apply.

9
10 The Washington State Department of Labor and Industries shall be the sole and paramount
11 administrative agency responsible for the administration of the provisions of the Washington
12 Industrial Safety and Health Act of 1973 (WISHA).

13
14 The Contractor shall maintain at the project site office, or other well known place at the project
15 site, all articles necessary for providing first aid to the injured. The Contractor shall establish,
16 publish, and make known to all employees, procedures for ensuring immediate removal to a
17 hospital, or doctor's care, persons, including employees, who may have been injured on the
18 project site. Employees should not be permitted to work on the project site before the
19 Contractor has established and made known procedures for removal of injured persons to a
20 hospital or a doctor's care.

21
22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of the
23 Contractor's plant, appliances, and methods, and for any damage or injury resulting from their
24 failure, or improper maintenance, use, or operation. The Contractor shall be solely and
25 completely responsible for the conditions of the project site, including safety for all persons and
26 property in the performance of the work. This requirement shall apply continuously, and not be
27 limited to normal working hours. The required or implied duty of the Engineer to conduct
28 construction review of the Contractor's performance does not, and shall not, be intended to
29 include review and adequacy of the Contractor's safety measures in, on, or near the project site.

30
31 **1-07.2 State Taxes**
32 **(January 6, 2015 TACOMA GSP)**

33 *Supplement this section with the following:*

34
35 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in the
36 Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications for Road,
37 Bridge, and Municipal Construction.

38
39 **1-07.9 Wages**

40
41 **1-07.9(5) Required Documents**
42 **(March 1, 2004 Tacoma GSP)**

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

44
45 Weekly certified payrolls shall be submitted for the Contractor and all lower tier subcontractors
46 or agents.

47
48 *This section is supplemented with the following:*

49
50 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit dollar
51 amount paid to each employee for each employee classification.

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

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

This section is supplemented with the following:

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

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

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

This section is revised to read:

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

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

Implementation Requirements

The SPCC Plan shall be updated by the Contractor throughout project construction so that the written plan reflects actual site conditions and practices. The Contractor shall update the SPCC

1 Plan at least annually and maintain a copy of the updated SPCC Plan on the project site. All
2 project employees shall be trained in spill prevention and containment, and they shall know
3 where the SPCC Plan and spill response kits are located and have immediate access to them.
4

5 If hazardous materials are encountered or spilled during construction, the Contractor shall do
6 everything possible to control and contain the material until appropriate measures can be taken.
7 The Contractor shall supply and maintain spill response kits of appropriate size within close
8 proximity to hazardous materials and equipment.
9

10 The Contractor shall implement the spill prevention measures identified in the SPCC Plan
11 before performing any of the following:
12

- 13 1. Placing materials or equipment in staging or storage areas.
- 14
- 15 2. Refueling, washing, or maintaining equipment.
- 16
- 17 3. Stockpiling contaminated materials.
- 18

19 **SPCC Plan Element Requirements**

20 The SPCC Plan shall set forth the following information in the following order:
21

- 22 1. Responsible Personnel
23 Identify the name(s), title(s), and contact information, including a 24/7 emergency
24 contact number, for the personnel responsible for implementing and updating the plan,
25 including all spill responders.
26
- 27 2. Spill Reporting
28 List the names and telephone numbers of the Federal, State, and local agencies the
29 Contractor shall notify in the event of a spill. The City of Tacoma contact will be the
30 Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source
31 Control Spill Response number at 253.502.2222.
32
- 33 3. Project and Site Information
34 Describe the following items:
35 A. The project Work.
36 B. The site location and boundaries.
37 C. The drainage pathways from the site, including both stormwater and sanitary
38 conveyance pathways.
39 D. Nearby waterways and sensitive areas and their distances from the site.
40
- 41 4. Potential Spill Sources
42 Describe each of the following for all potentially hazardous materials brought or
43 generated on-site (including materials used for equipment operation, refueling,
44 maintenance, or cleaning):
45 A. Name of material and its intended use.
46 B. Estimated maximum amount on-site at any one time.
47 C. Location(s) (including any equipment used below the ordinary high water line) where
48 the material will be staged, used, and stored and the distance(s) from nearby
49 waterways and sensitive areas.
50 D. Decontamination location and procedure for equipment that comes into contact with
51 the material.

- 1 E. Disposal procedures.
- 2 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
- 3 material.
- 4 5. Pre-Existing Contamination
- 5 Describe any pre-existing contamination and contaminant sources (such as buried pipes
- 6 or tanks) in the project area that are described in the Contract documents. Identify
- 7 equipment and work practices that will be used to prevent the release of contamination.
- 8
- 9 6. Spill Prevention and Response Training
- 10 Describe how and when all personnel (including refueling Contractors and
- 11 Subcontractors) will be trained in spill prevention, containment, and response in
- 12 accordance with the Plan. Describe how and when all spill responders will be trained in
- 13 accordance with WAC 296-824.
- 14
- 15 7. Spill Prevention
- 16 Describe the following items:
- 17
- 18 A. Spill response kit contents and location(s).
- 19 B. Security measures for potential spill sources.
- 20 C. Secondary containment practices and structures for all containers to handle the
- 21 maximum volume of potential spill of hazardous materials.
- 22 D. Methods used to prevent stormwater from contacting hazardous materials.
- 23 E. Site inspection procedures and frequency.
- 24 F. Equipment and structure maintenance practices.
- 25 G. Daily inspection and cleanup procedures that ensure all equipment used below the
- 26 ordinary high water line is free of all external petroleum-based products.
- 27 H. Refueling procedures for equipment that cannot be moved from below the ordinary
- 28 high water line.
- 29
- 30 8. Spill Response
- 31 Outline the response procedures the Contractor will follow for each scenario listed
- 32 below. Include a description of the actions the Contractor shall take and the specific on-
- 33 site spill response equipment that shall be used to assess the spill, secure the area,
- 34 contain and eliminate the spill source, and clean up and dispose of spilled and
- 35 contaminated material.
- 36
- 37 Response procedures shall be outlined in the Spill Response section and shall include
- 38 notification to the City of Tacoma Wastewater Treatment Plant Operations number at
- 39 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.
- 40
- 41 A. A spill of each type of hazardous material at each location identified in 4, above.
- 42 B. Stormwater that has come into contact with hazardous materials.
- 43 C. Drainage pathways from the site, including both stormwater and sanitary conveyance
- 44 pathways.
- 45 D. A release or spill of any unknown pre-existing contamination and contaminant
- 46 sources (such as buried pipes or tanks) encountered during project Work.
- 47 E. A spill occurring during Work with equipment used below the ordinary high water line.
- 48
- 49 If the Contractor will use a Subcontractor for spill response, provide contact information
- 50 for the Subcontractor under item 1 (above), identify when the Subcontractor will be used,

and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

9. Project Site Map

Provide a map showing the following items:

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

10. Spill Report Forms

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

Payment

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

“SPCC Plan,” lump sum.

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

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

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

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

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

1-07.16 Protection and Restoration of Property

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

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

5 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not occur
6 unless approved by the Engineer. All stockpile sites shall be restored to as good or better
7 condition.
8

9 The Contractor shall contact all property owners and tenants in the vicinity of this project, via
10 newsletter/mailling, a minimum of one (1) week prior to start of construction. The Contractor
11 shall submit a draft of the property owner notification prior to posting/mailling.
12

13 The newsletter/mailling shall advise the owners and tenants of the construction schedule and
14 indicate the Contractor's name, contact person, and telephone numbers.
15

16 **1-07.17 Utilities and Similar Facilities**
17 **(*****)**

18 *The first paragraph is supplemented with the following:*
19

20 Public and private utilities or their Contractors will furnish all work necessary to adjust, relocate,
21 replace, or construct their facilities unless otherwise provided for in the Plans or these Special
22 Provisions. Such adjustment, relocations, replacement, or construction will be done within the
23 time for performance of this project. The Contractor shall coordinate their work with such
24 adjustment, relocation, or replacement of utility work. This may require the Contractor to phase
25 their work in a manner that will allow for the utility work.
26

27 The Contractor shall coordinate their work with all utilities and other organizations, which have
28 to adjust or revise their facilities within the project area. These may include, but are not limited
29 to:
30

- 31 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 32 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 33 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 34 • CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- 35 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790 OR
- 36 Amber Uhls, Gas, phone: (253) 476-6137
- 37 • CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- 38 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- 39 • AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-
- 40 9830
- 41 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 42 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 43 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 44 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
45

46 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or other
47 electric or water utility structure owned by the City of Tacoma, the Contractor shall contact the
48 City of Tacoma, Department of Public Utilities, Field Coordinator, telephone number 502-8044,
49 and arrange for an inspection before proceeding. The Contractor shall perform, at the
50 Contractor's expense, such additional work as is required to protect the pole or structure from

1 subsidence. The Contractor may be directed to suspend work at the site of any such
2 excavation until such utility structures are adequately protected.

3
4 Garbage, recycling, and yard waste pick up within the project limits is on Thursdays.

5
6 **1-07.18 Public Liability and Property Damage Insurance**

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

8
9 **1-07.18 Insurance**

10 **(*****)**

11
12 During the course and performance of the services herein specified, the contractor will maintain
13 the insurance coverage in the amounts and in the manner specified in the City of Tacoma
14 Insurance Requirements as is applicable to the services and deliverables provided under this
15 contract. The City of Tacoma Insurance Requirements document is fully incorporated herein by
16 reference.

17
18 Failure by the Contracting Agency to identify a deficiency in the insurance documentation
19 provided by the Contractor or failure of the Contracting Agency to demand verification of
20 coverage or compliance by the Contractor with these insurance requirements shall not be
21 construed as a waiver of the Contractor's obligation to maintain such insurance.

22
23 **1-07.23 Public Convenience and Safety**

24
25 **1-07.23(1) Construction Under Traffic**
26 **(May 2, 2017 APWA GSP)**

27
28 *Revise the third sentence of the second paragraph to read:*

29
30 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if approved
31 by the Contracting Agency activating pedestrian recall timing or other accommodation may be
32 allowed during construction.

33
34 **1-07.23(1) Construction under Traffic**
35 **(*****)**

36 *This section is supplemented with the following:*

37
38 The following special traffic requirements shall be adhered to during all phases of construction:

39
40 All roadways involved in the proposed project shall remain fully open to vehicular and
41 pedestrian traffic at all times.

42
43 **Exceptions:**

44
45 **Alley Work**

46 The Contractor may temporarily close alleys to perform work but shall maintain access
47 for local traffic at all times. The Contractor shall reopen alleys at the conclusion of each
48 workday. Five (5) days prior to scheduling proposed alley work, the Contractor shall
49 contact Solid Waste Department at (253) 591-5544 regarding potential impact to solid
50 waste pickup. The Contractor shall schedule alley entrance replacements around refuse

pickup days or provide measures to accommodate pickup around the construction activities.

S 19th St (Arterial)

The southernmost eastbound lane may be temporarily closed to accommodate equipment access to the alley. Flagger control shall be provided if/when the roadway is encroached upon. The Contractor shall reopen the lane at the conclusion of each workday. An accessible pedestrian route, even if via a reasonable/accessible detour, must be maintained at/through the work area or location at all times.

Non-arterial classified roadways or right-of-way (vacated or not) are permitted to be closed to traffic as long as local access to properties and businesses is accommodated in the following scenarios:

- During construction working hours when arrangements have been made in advance through coordination between the Contractor and the City;
- During construction working hours when special/emergency access or use is needed;
- During construction working hours when passage through/along the work area is the only means to access an intersecting road and/or adjacent property; and
- During non-construction hours.

Project work areas associated with a non-arterial street that are adjacent to or intersecting arterial streets (not already addressed above) shall not hinder the safety or traffic operations of the arterial street such that two-way vehicular traffic cannot be maintained at all times (which can include parking restrictions to allow for the roadway space needed). Any impacts or encroachments shall be limited to the hours of 9 AM to 5 PM.

Traffic Control Plan (TCP) shall maintain two-way traffic and, if necessary, include plans detailing a temporary road closure.

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

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

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

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

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

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

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

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.

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

3		
4	Tacoma Fire Dept.	(253-591-5775)
5	Tacoma Police Dept.	(253-591-5932)
6	LESA Communications Center	(253-798-4721 - Opt.#2)
7	Tacoma Public Schools Transportation Office	(253-571-1853)
8	Pierce Transit	(253-581-8001)
9	Tacoma Environmental Services Solid Waste	(253-591-5544)
10	Tacoma Public Works Engineering Division	(253-591-5500)
11	Tacoma Public Works Streets and Grounds	(253-591-5495)

12
13 **1-07.24 Rights of Way**
14 **(July 23, 2015 APWA GSP)**

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

17
18 Street Right of Way lines, limits of easements, and limits of construction permits are indicated in
19 the Plans. The Contractor's construction activities shall be confined within these limits, unless
20 arrangements for use of private property are made.

21
22 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and
23 easements, both permanent and temporary, necessary for carrying out the work. Exceptions to
24 this are noted in the Bid Documents or will be brought to the Contractor's attention by a duly
25 issued Addendum.

26
27 Whenever any of the work is accomplished on or through property other than public Right of
28 Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
29 agreement obtained by the Contracting Agency from the owner of the private property. Copies
30 of the easement agreements may be included in the Contract Provisions or made available to
31 the Contractor as soon as practical after they have been obtained by the Engineer.

32
33 Whenever easements or rights of entry have not been acquired prior to advertising, these areas
34 are so noted in the Plans. The Contractor shall not proceed with any portion of the work in
35 areas where right of way, easements or rights of entry have not been acquired until the
36 Engineer certifies to the Contractor that the right of way or easement is available or that the right
37 of entry has been received. If the Contractor is delayed due to acts of omission on the part of
38 the Contracting Agency in obtaining easements, rights of entry or right of way, the Contractor
39 will be entitled to an extension of time. The Contractor agrees that such delay shall not be a
40 breach of contract.

41
42 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
43 includes entry onto easements and private property where private improvements must be
44 adjusted.

45
46 The Contractor shall be responsible for providing, without expense or liability to the Contracting
47 Agency, any additional land and access thereto that the Contractor may desire for temporary
48 construction facilities, storage of materials, or other Contractor needs. However, before using
49 any private property, whether adjoining the work or not, the Contractor shall file with the
50 Engineer a written permission of the private property owner, and, upon vacating the premises, a
51 written release from the property owner of each property disturbed or otherwise interfered with

1 by reasons of construction pursued under this contract. The statement shall be signed by the
2 private property owner, or proper authority acting for the owner of the private property affected,
3 stating that permission has been granted to use the property and all necessary permits have
4 been obtained or, in the case of a release, that the restoration of the property has been
5 satisfactorily accomplished. The statement shall include the parcel number, address, and date
6 of signature. Written releases must be filed with the Engineer before the Completion Date will
7 be established.

8
9
10 **END OF SECTION**
11

12
13 **1-08 PROSECUTION AND PROGRESS**
14

15 *Add the following new section:*

16 **1-08.0 Preliminary Matters**
17 **(May 25, 2006 APWA GSP)**
18

19 **1-08.0(1) Preconstruction Conference**
20 **(October 10, 2008 APWA GSP)**
21

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

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

33
34 The Contractor shall prepare and submit at the preconstruction conference the following:

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

38
39 *Add the following new section:*

40 **1-08.0(2) Hours of Work**
41 **(March 3, 2008 Tacoma GSP)**
42

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

48
49 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m. or
50 after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for permission to
51 work such times. Permission to work longer than an 8-hour period between 7:00 a.m. and 6:00

p.m. is not required. Such requests shall be submitted to the Engineer no later than noon on the working day prior to the day for which the Contractor is requesting permission to work.

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

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

Add the following new section:

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

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

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

**1-08.1 Subcontracting - D/M/WBE Reporting
(September 29, 2009 Tacoma GSP)**

The eighth paragraph is revised to read:

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

**1-08.1 Subcontracting
(May 17, 2018 APWA GSP, Option B)**

Delete the eighth paragraph.

1
2 *Revise the ninth paragraph to read:*
3

4 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020,
5 and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the
6 Contractor withholds payment to a Subcontractor for any reason including disputed amounts,
7 the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to
8 the Contracting Agency identifying the reason for the withholding and a clear description of what
9 the Subcontractor must do to have the withholding released. Retainage withheld by the
10 Contractor prior to completion of the Subcontractors work is exempt from reporting as a
11 payment withheld and is not included in the withheld amount. The Contracting Agency's copy of
12 the notice to Subcontractor for deferred payments shall be submitted to the Engineer
13 concurrently with notification to the Subcontractor.
14

15 **1-08.4 Prosecution of Work**

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

18 **1-08.4 Notice to Proceed and Prosecution of Work** 19 **(July 23, 2015 APWA GSP)** 20

21 Notice to Proceed will be given after the contract has been executed and the contract bond and
22 evidence of insurance have been approved and filed by the Contracting Agency. The
23 Contractor shall not commence with the work until the Notice to Proceed has been given by the
24 Engineer. The Contractor shall commence construction activities on the project site within ten
25 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall
26 diligently pursue the work to the physical completion date within the time specified in the
27 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
28 Contractor of the responsibility to complete the work within the time(s) specified in the contract.
29

30 When shown in the Plans, the first order of work shall be the installation of high visibility fencing
31 to delineate all areas for protection or restoration, as described in the Contract. Installation of
32 high visibility fencing adjacent to the roadway shall occur after the placement of all necessary
33 signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing,
34 the Contractor shall request the Engineer to inspect the fence. No other work shall be performed
35 on the site until the Contracting Agency has accepted the installation of high visibility fencing, as
36 described in the Contract.
37

38 **1-08.5 Time for Completion** 39 **(March 16, 2016 Tacoma GSP)**

40 *Revise the third and fourth paragraphs to read:*
41

42 Contract time shall begin on the first working day following the Notice to Proceed Date.
43

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

1 alleged discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient
2 detail to enable the Engineer to ascertain the basis and amount of time disputed. By not filing
3 such detailed protest in that period, the Contractor shall be deemed as having accepted the
4 statement as correct. If the Contractor is approved to work 10 hours a day and 4 days a week
5 (a 4-10 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
6 be charged as a working day then the fifth day of that week will be charged as a working day
7 whether or not the Contractor works on that day.

8
9 *Revise the sixth paragraph to read:*

10
11 The Engineer will give the Contractor written notice of the completion date of the contract after
12 all the Contractor's obligations under the contract have been performed by the Contractor. The
13 following events must occur before the Completion Date can be established:

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

27
28 *This section is supplemented with the following:*
29 **(March 1, 2004 Tacoma GSP)**

30
31 This project shall be physically completed within 60 working days.

32
33 **1-08.9 Liquidated Damages**
34 **(August 14, 2013 APWA GSP)**

35 *Revise the fourth paragraph to read:*

36
37 When the Contract Work has progressed to Substantial Completion as defined in the Contract,
38 the Engineer may determine that the work is Substantially Complete. The Engineer will notify
39 the Contractor in writing of the Substantial Completion Date. For overruns in Contract time
40 occurring after the date so established, the formula for liquidated damages shown above will not
41 apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated
42 damages shall be assessed on the basis of direct engineering and related costs assignable to
43 the project until the actual Physical Completion Date of all the Contract Work. The Contractor
44 shall complete the remaining Work as promptly as possible. Upon request by the Project
45 Engineer, the Contractor shall furnish a written schedule for completing the physical Work on
46 the Contract.

47
48 **END OF SECTION**
49

1 **1-09 MEASUREMENT AND PAYMENT**

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

5
6 *Revise item 4 of the fifth paragraph to read:*

- 7
8 4. Test results and scale weight records for each day's hauling operations are provided to
9 the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's Daily
10 Report, unless the printed ticket contains the same information that is on the Scaleman's
11 Daily Report Form. The scale operator must provide AM and/or PM tare weights for
12 each truck on the printed ticket.

13
14 **1-09.6 Force Account**
15 **(October 10, 2008 APWA GSP)**

16 *Supplement this Section with the following:*

17
18 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all
19 items to be paid per force account, only to provide a common proposal for Bidders. All such
20 dollar amounts are to become a part of Contractor's total bid. However, the Contracting Agency
21 does not warrant expressly or by implication, that the actual amount of work will correspond with
22 those estimates. Payment will be made on the basis of the amount of work actually authorized
23 by Engineer.

24
25 **(January 13, 2011 Tacoma GSP)**

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

27
28 The Contractor shall submit a comprehensive summary list of all equipment anticipated to be
29 used on the project and their associated AGC/WSDOT Equipment Rental Rates. The list shall
30 include the contractor's equipment number, make, model, year, operation rate, standby rate,
31 applicable attachments and any other applicable information necessary to determine the
32 applicable rates in accordance with this section. In addition, the contractor shall submit an
33 Equipment Watch rate sheet (www.equipmentwatch.com) for each piece of equipment in the
34 summary list. Access to the Equipment Watch web site is available at the City's Construction
35 Management Office.

36
37 **1-09.9 Payments**
38 **(March 13, 2012 APWA GSP)**

39
40 *Delete the first four paragraphs and replace them with the following:*

41
42 The basis of payment will be the actual quantities of Work performed according to the Contract
43 and as specified for payment.

44
45 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
46 Preconstruction Conference, to enable the Project Engineer to determine the Work performed
47 on a monthly basis. A breakdown is not required for lump sum items that include a basis for
48 incremental payments as part of the respective Specification. Absent a lump sum breakdown,
49 the Project Engineer will make a determination based on information available. The Project
50 Engineer's determination of the cost of work shall be final.

1 Progress payments for completed work and material on hand will be based upon progress
2 estimates prepared by the Engineer. A progress estimate cutoff date will be established at the
3 preconstruction conference.
4

5 The initial progress estimate will be made not later than 30 days after the Contractor
6 commences the work, and successive progress estimates will be made every month thereafter
7 until the Completion Date. Progress estimates made during progress of the work are tentative,
8 and made only for the purpose of determining progress payments. The progress estimates are
9 subject to change at any time prior to the calculation of the final payment.
10

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

- 12 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable units of
13 work completed multiplied by the unit price.
- 14 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
15 breakdown for that item, or absent such a breakdown, based on the Engineer's
16 determination.
- 17 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or
18 other storage area approved by the Engineer.
- 19 4. Change Orders — entitlement for approved extra cost or completed extra work as
20 determined by the Engineer.
21

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

- 23 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
- 24 2. The amount of progress payments previously made; and
- 25 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
26 Contract Documents.
27

28 Progress payments for work performed shall not be evidence of acceptable performance or an
29 admission by the Contracting Agency that any work has been satisfactorily completed. The
30 determination of payments under the contract will be final in accordance with Section 1-05.1.
31

32 *This section is supplemented with the following:*
33 **(January 6, 2015 Tacoma GSP)**
34

35 Breakdowns of all lump sum items shall be provided for all lump sum items and shall include all
36 costs for labor, equipment, materials, and taxes (as applicable) associated with the lump sum
37 item. Washington State Department of Revenue Rules 170 and 171 apply to lump sum items
38 per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications.
39

40 Stockpiled Material - The point of acceptance of stockpiled material for payment and quality
41 shall be at the time of incorporation into the contract.
42

43 **1-09.9(1) Retainage**
44 **(May 10, 2006 Tacoma GSP)**

45 *The fourth paragraph is supplemented with the following:*
46

- 47 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
- 48 7. A release has been obtained from the City of Tacoma's City Clerk's Office.
49

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

3 *Revise the third paragraph to read:*

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

10
11
12 **END OF SECTION**
13

14
15 **1-10 TEMPORARY TRAFFIC CONTROL**

16
17 **1-10.1(2) Description**
18 **(July 22, 2019 Tacoma GSP)**

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

20
21 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times except
22 when Work requires closure(s) that have been requested and approved in accordance with
23 section 1-10.2(2).

24
25 *The third sentence of the fourth paragraph is revised to read:*

26
27 Approved lane and ramp closures shall be for the minimum time required to complete the Work.

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

30
31 Only uniformed off-duty police officers shall be used to control traffic when it is necessary to
32 override or provide traffic control at signalized intersections. Off-duty City of Tacoma Police
33 Department officers are preferred within the jurisdiction of the Tacoma PD, and the Contractor
34 shall grant the Tacoma PD the "first right of refusal" by contacting the Tacoma PD first as stated
35 below.

36
37 The City will make all necessary temporary adjustments to existing traffic signals and traffic
38 signal activators.

39
40 Existing signs shall not be removed until the Contractor has provided for temporary measures
41 sufficient to safeguard and direct traffic after existing signs have been removed. Preservation of
42 temporary traffic control and street name signs shall be the sole responsibility of the Contractor.

43
44 As the work progresses and permits, temporarily relocated and/or removed traffic signs shall be
45 reset in their permanent location. Permanent signs and other traffic control devices damaged or
46 lost by the Contractor shall be replaced or repaired at the Contractor's expense.

47
48 **1-10.2 Traffic Control Management**

49
50 **1-10.2(1) General**
51 **(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:

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

Evergreen Safety Council
12545 135th Ave NE
Kirkland, WA 98034-8709
(425) 814-3868

American Traffic Safety Services Association
15 Riverside Pkwy
Fredericksburg, Virginia 22406-1077
(800) 272-8772

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

The fifth paragraph is revised to read:

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

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

This section is supplemented with the following:

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

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

This section is supplemented with the following:

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

END OF SECTION

2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP

(***)**

2-01.1 Description

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

The Contractor shall clear, grub, and cleanup those areas within the proposed project scope that are necessary in order to construct roadways and install all sewer mains and laterals.

This section is supplemented with the following:

Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be considered as part of "Clearing and Grubbing" when identified for removal on the Plans or as directed by the Engineer.

2-01.2 Disposal of Usable Material and Debris

The second paragraph is revised to read:

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

2-01.3(1) Clearing

This section is revised to read:

1. Fell trees only within the area to be cleared.
2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area outside the slope stakes.
3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet from the top, side, or end surface of the embankment or any structure and are in a location that will not be terraced as described in Section 2-03.3(14):
 - a. Close-cut stumps under 18-inches in diameter.
 - b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches above original ground level.
5. Leave standing any trees or native growth indicated by the Engineer.
6. Trim all trees to be left standing to the height specified by the Engineer, with a minimum height of eight (8) feet above sidewalk and fourteen (14) feet above the roadway surface. Neatly cut all limbs close to the tree trunk.
7. Thin clumps of native growth as the Engineer may direct.
8. Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations.

2-01.3(2) Grubbing

Item e is revised to read:

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

END OF SECTION

2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

(***)**

2-02.3 Construction Requirements

This section is supplemented with the following:

In general, the Contractor shall remove, dispose, store, and/or reinstall existing items that are in conflict with construction, as shown in the Plans. Where not in conflict, the Contractor shall protect existing items in place. If property is damaged due to construction, it shall be the responsibility of the Contractor to replace the item(s) with like kind and quality.

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

This section is deleted.

Section 2-02.3 is supplemented with the following:

2-02.3(5) Removal and Reinstallation of Existing Fences

The Contractor shall remove and reinstall existing fences where shown in the Plans. Each fence shall be restored in its original location or as directed by the Engineer. The Contractor shall provide all supplemental materials required in order to reinstall each fence in like kind and quality.

2-02.4 Measurement

This section is supplemented with the following:

“Removal and Reinstallation of Existing Fences” shall be by force account in accordance with Section 1-09.6.

2-02.5 Payment

This section is supplemented with the following:

“Removal and Reinstallation of Existing Fences” will be paid for by force account as specified in Section 1-09.6.

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

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(5) Slope Treatment**

8 *This section is deleted.*
9

10 **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**

11 *This section is deleted.*
12
13

14 **END OF SECTION**
15
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 such as
24 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, or any
31 other construction activities associated with this project. Prior to construction activities, it shall
32 be the Contractor's responsibility to verify which hydrants will be available by contacting
33 Tacoma Water. The Contractor shall use only those hydrants designated by Tacoma Water.
34

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

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

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

49 **END OF SECTION**
50

1 **2-09 STRUCTURE EXCAVATION**

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

3
4 **2-09.4 Measurement**

5 *This section is supplemented with the following:*

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

10
11 *The fourth paragraph is revised to read:*

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

15
16 **2-09.5 Payment**

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

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

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

24
25
26 **END OF SECTION**

2-14 PAVEMENT REMOVAL

(*****)

2-14.1 Description

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

2-14.2 Pavement Classification

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

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

Class A4	Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of four inches or less.
-----------------	---

2-14.3 Construction Requirements

All final meetlines shall be sawcut.

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 **2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.**
2 **(March 17, 2003 Tacoma GSP)**
3

4 **2-16.1 Description**
5

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

9 **2-16.2 Vacant**
10

11 **2-16.3 Construction Requirements**
12

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

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

21 All pipe openings shall be plugged in accordance with 7-08.3(4).
22

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

28 **2-16.4 Measurement**
29

30 The removal of catch basins, manholes, and curb inlets will be measured per each.
31

32 **2-16.5 Payment**
33

34 Payment will be made in accordance with Section 1-04.1.
35

36 "Remove Manhole", per each
37

38 All costs associated with the placement and compaction of the backfill material shall be included
39 in the unit Contract price for removal.
40

41
42 **END OF SECTION**

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

4 **3-04.1 Description**

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

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

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

11 **3-04.3(1) General**

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

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

17 **3-04.3(4) Testing Results**

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

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

23 **3-04.3(6) Statistical Evaluation**

24 *This section is deleted:*
25
26
27

END OF SECTION

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

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

3
4 **4-04.2 Materials**

5 *This section is supplemented with the following:*

6
7 Recycled material shall be in accordance with section 9-03.21.

8
9 **4-04.4 Measurement**

10 *This section is supplemented with the following:*

11
12 “Recycled Conc. Aggregate” shall be measured by the ton.

13
14 **4-04.5 Payment**

15 *This section is supplemented with the following:*

16
17 All costs for labor, equipment, and materials required to furnish, place, and compact the crushed
18 surfacing top course for all asphalt concrete approaches and non-paved approaches shall be
19 included in the unit Contract price for “Crushed Surfacing Top Course”, per ton.

20
21 “Recycled Conc. Aggregate”, per ton.

22
23 The unit contract price for “Recycled Conc. Aggregate”, per ton shall be full pay for all labor,
24 equipment and materials to furnish, haul, place, and compact the recycled concrete aggregate
25 material in place to the desired depth shown in the plans.

26
27
28 **END OF SECTION**

5-04 HOT MIX ASPHALT

(***)**

This Section is revised according to the following overriding provisions:

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

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

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

5-04.2 Materials

5-04.2(1) How to Get an HMA Mix Design on the QPL

(April 1, 2018 Tacoma GSP)

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

5-04.2(2) Mix Design – Obtaining Project Approval

(April 1, 2018 Tacoma GSP)

This section is revised to read:

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

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

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

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

1
2 With the HMA mix design submittal the Contractor shall provide one of the following mix
3 design verification certifications for Contracting Agency review:

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

11
12 **The mix design shall be performed by a lab accredited by a national authority such as
13 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The
14 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO
15 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO
16 resource proficiency sample program.

17
18 At the discretion of the Engineer, the Contracting Agency may accept verified mix
19 designs older than 12 months from the original verification date with a certification from
20 the Contractor that the materials and sources are the same as those shown on the
21 original mix design.

22
23 For the use of Commercial HMA, the Contractor shall select a class of HMA and design
24 level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.
25 Commercial HMA can be accepted by a Contractor certificate of compliance letter
26 stating the material meets the HMA requirements defined in the Contract.

27
28 **5-04.2(2)B Using HMA Additives**
29 **(April 1, 2018 Tacoma GSP)**

30 *This section is revised to read:*

31
32 The Contractor may, at the Contractor's discretion, elect to use additives that reduce the
33 optimum mixing temperature or serve as a compaction aid for producing HMA. Additives
34 include organic additives, chemical additives and foaming processes. The use of
35 Additives is subject to the following:

- 36 • Do not use additives that reduce the mixing temperature in the production of High
37 RAP/Any RAS mixtures.
- 38 • Before using additives, obtain the Engineer's approval using WSDOT Form 350-
39 076 to describe the proposed additive and process.

40
41
42 *Add the following new section:*

43
44 **5-04.2(3) Fiber Reinforced HMA**
45 **(*****)**

46
47 Aramid fibers will be added to the HMA mix at a minimum dosage 2.1 ounces of aramid fibers
48 per (1) ton of asphalt.

49
50 Reinforcing fibers shall be one of the following products:

1. Forti-Fi Fiber Reinforcement by Alliance Geosynthetics:
Aramid-polyolefin fiber mix at a dosage of (1) pound of product per (1) ton of asphalt.
2. ACE Fiber Reinforcement:
Pure aramid fiber with wax treatment at a dosage of 4.2 ounces of product per (1) ton of asphalt.
3. Non-aramid fiber blends will not be considered acceptable alternatives. If an alternate aramid-based fiber blend is proposed, the proposed alternate must meet the same performance testing requirements as one of the products listed above and be approved by the Engineer. Indirect Tensile Strength and Aramid dispersion State Ratio tests are required. All testing must be performed by an AASHTO accredited laboratory or nationally recognized university testing lab.

No modifications to the HMA job mix formula are required. Submit product data sheet and manufacturer's instructions and general recommendations to the Engineer for approval.

Store aramid product in a dry environment and do not allow it to be in contact with moisture.

Aramid fibers shall meet the following properties:

Property	Measure
Material	Aramid
Form	Monofilament
Length	0.75 inches (+/- 10%)
Specific Gravity	1.44
Minimum Tensile Strength	400,000 psi

Polyolefin fibers shall meet the following properties:

Property	Measure
Material	Polyolefin
Form	Serrated
Length	0.75 inches (+/- 10%)
Specific Gravity	0.91

Fiber reinforcing shall be mixed with the asphalt per the fiber manufacturer's instructions. The fiber manufacturer's representative shall be on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.

Visually observe the reinforced HMA from the at the plant. Collect a small sample from the discharge chute during the first 50 tons of production. If there are one or more undistributed fiber clips or bundles, adjust mixing operations per manufacturer's recommendations to eliminate fiber bundles. If undistributed fiber clips or bundles cannot be eliminated, cease production until a remedy is identified.

Visually observe the reinforced HMA in first three trucks and every tenth truck thereafter at the point of discharge. Observation shall include using a shovel or other device. Look for proper distribution of aramid fibers and make mixing adjustments if needed. Remove any observed

fiber balls from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber ball development.

Fiber Supply System

Introduce the aramid product as follows:

Batch Plant:

When a batch type plant is used, add the aramid product dosage to the aggregate in the weigh hopper. Increase the batch dry and wet mixing times to ensure the fibers are uniformly distributed prior to the injection of asphalt cement into the mixer.

Drum Plant:

1. Inject fibers through the RAP collar by placing fibers on the RAP belt or by feeding them with an automated dosing/blower tube system. Rate the feeding of fibers with the rate the plant is producing asphalt mix, and add to the mixing drum in a continuous way. If there is any evidence of fiber balls at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
2. For manual feeding (allowed on Forti-Fi Fiber Reinforcement product only), place fibers on the RAP belt at intervals based on the plant production rate. Fibers should be contained in individual dosage packaging, such as a plastic bag which will quickly melt/dissolve in the drum, to protect the fibers from rain or wind while on the RAP belt and allow quick, accurate feeding by one person.
3. When using a blower tube/automated dosing system, add fibers continuously and in a steady uniform manner. Provide automated proportioning and control delivery within $\pm 10\%$ of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.

Include the following with the blower tube/automated dosing system:

- Low level indicators
- No-flow indicators
- A printout of feed rate status in pounds/minute
- A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
- Manufacturer's representative's approval of fiber addition system

Mix the aramid fiber with the heated aggregate and RAP longer, if needed, to allow thorough distribution of aramid fibers at the end of the mixing process and to promote asphalt coating of individual strands of aramid fiber.

5-04.3 Construction Requirements

This section is supplemented with the following:

Fiber reinforced HMA shall be used in locations labeled on the Plans.

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

The second paragraph is supplemented with the following:

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

5-04.3(3)C Pavers

(April 1, 2018 Tacoma GSP)

The second paragraph is deleted.

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

(April 1, 2018 Tacoma GSP)

The first paragraph is revised to read:

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

None.

5-04.3(4)C Pavement Repair

(April 1, 2018 Tacoma GSP)

This section is revised to read:

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

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

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

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

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

Estimated plan quantities for pavement repair are approximate and are provided for bidding purposes only. The actual dimensions to be used will be verified by the Engineer at the time of construction. Contrary to Section 1-04.6, no changes to the unit prices bid for the various items will be permitted due to any increase or decrease in the amount of pavement repair.

1 Payment for pavement repair shall be by the unit Bid prices according to the Contract for
2 all materials, labor, and equipment required to complete the pavement repair. Items not
3 included in the Proposal shall be paid for according to Section 1-04.1(2).
4

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

7 *The first paragraph is revised to read:*
8

9 The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid
10 asphalt binder prior to shipment to the asphalt mixing plant, when the mix design
11 includes these additives. The Contractor shall submit the anti-stripping additive amount
12 and the manufacturer's certification, together with the HMA mix design submittal in
13 accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive
14 submittal is accepted by the Engineer.
15

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

18 *This section is revised to read:*
19

20 Sample aggregate in accordance with Section 3-04 prior to being incorporated into HMA.
21 The Contracting Agency shall evaluate the aggregate according to Special Provision 3-
22 04. Aggregate contributed from RAP or RAS shall not be evaluated under Section 3-04.
23

24 The combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA Mix
25 Design report or evaluation report per Special Provision 5-04.2(2) will be used for VMA
26 calculations. The Contracting Agency shall not be required to perform a Gsb test.
27

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

30 *The first paragraph is revised to read:*
31

32 The Contracting Agency will evaluate the HMA mixture by nonstatistical or visual
33 evaluation as determined from the criteria in Table 7 or as determined by the Engineer.
34

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

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

39 At the start of paving, if requested by the Contractor, a compaction test section shall be
40 constructed as directed by the Engineer to determine the compactibility of the mix
41 design. Compactibility shall be based on the ability of the mix to attain the specified
42 minimum density (91 percent of the maximum density determined by WSDOT SOP 729,
43 and FOP for AASHTO T 209).
44

45 Following determination of compactibility, the Contractor is responsible for the control of
46 the compaction effort. If the Contractor does not request a test section, the mix will be
47 considered compactible. See also Section 5-04.3(10)C2.
48

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

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

The second paragraph is revised to read:

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

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

The title of this section is revised to read:

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

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

The title of this section is revised to read:

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

This section is revised to read:

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

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

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

This section is revised to read:

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

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

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

This section is deleted.

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

This section is deleted.

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

The title of this section is revised to read:

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

The second paragraph is revised to read:

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

This section is supplemented with the following:

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

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

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

1 **5-04.4 Measurement**

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

3 *The second paragraph is revised to read:*

4
5 No specific unit of measure will apply to roadway cores, which shall be included in the
6 measurements for the HMA items that are included in the Proposal.

7
8 *This section is supplemented with the following:*

9
10 Fiber Reinforced HMA Cl. __PG 58H-22 will be measured by the ton in accordance with Section
11 1-09.2, with no deduction being made for the weight of asphalt binder, blending sand, mineral
12 filler, anti-stripping additive, or any other component of the mixture; and the measurement shall
13 include asphalt wedge curbs and thickened edges in accordance with the Plans or as directed
14 by the Engineer. If the Contractor elects to remove and replace mix as allowed in Section 5-
15 04.3(11), the material removed will not be measured.

16
17 Temporary Pavement Patch shall be measured per ton of asphalt placed with no deduction
18 being made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping additive,
19 or any other component of the mixture.

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

23
24 **5-04.5 Payment**

25 **(*****)**

26 *Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment" are*
27 *deleted.*

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

30
31 "Fiber Reinforced HMA Cl. __PG 58H-22", per ton

32
33 The unit Contract price per ton for "Fiber Reinforced HMA Cl. __ PG 58H-22" shall be full
34 payment for all costs incurred to carry out the requirements of Section 5-04, including coring
35 and testing, and shall include anti-stripping additive, asphalt wedge curbs, thickened edges,
36 curb drains, and connection to existing drains in accordance with the Contract. The unit
37 Contract price shall also include all costs required to furnish and install HMA to line and grade,
38 with pre-level paving as necessary to establish a uniform surface for final paving, within the
39 limits identified on the plans or where directed by the engineer. Any costs that are already
40 included in other Bid items in the Proposal shall not be included in the unit Contract prices per
41 ton for these HMA Bid items.

42
43 "Temporary Pavement Patch", per ton.

44
45 The unit Contract price for "Temporary Pavement Patch" shall be full pay for all labor,
46 equipment, and materials required to furnish and install, maintain, and remove and dispose of
47 the temporary patch.

48
49 Temporary pavement patches placed between October 1st and March 31st shall be HMA Cl. ½"
50 PG 58H-22.

51 **END OF SECTION**

1 **7-04 STORM SEWERS**

2 **(March 17, 2003 Tacoma GSP)**

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

4
5
6 **END OF SECTION**
7

8
9 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

10 **(March 23, 2010 Tacoma GSP)**

11
12 **7-05.1 Description**

13 *This section is supplemented with the following:*

14
15 All references to sanitary sewers shall be construed to also mean storm sewers.

16
17 **7-05.3 Construction Requirements**

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

19
20 A flexible pipe-to-manhole connector shall be used in all connections of rigid and thermoplastic
21 pipes to **new** precast concrete manholes to provide a watertight joint between the pipe and the
22 manhole, unless otherwise directed by the Engineer. The connector shall be "Kor-N-Seal" with
23 "Wedge Korband"(Type I or II as required for pipe diameter), manufactured by NPC, Inc.,
24 Milford, New Hampshire, or Engineer approved equal. The connectors shall be installed in
25 accordance with the manufacturer's recommendations.

26
27 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

28 *This section is revised to read:*

29
30 **7-05.3(1) Adjusting Utility Structures to Grade**

31
32 Where shown in the Plans or where directed by the Engineer, utility structures shall be adjusted
33 to grade as staked or as otherwise designated by the Engineer.

34
35 The materials and methods of construction shall conform to the requirements specified in
36 Section 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform to the
37 requirements of the standard plan for the specific structure.

38
39 **7-05.3(3) Connections to Existing Manholes**

40 *The first sentence is revised to read:*

41
42 The Contractor shall inspect the existing manholes in the field to verify invert elevations and the
43 scope of work necessary to make the connection(s) prior to construction.

44
45 **7-05.4 Measurement**

46 *The sixth paragraph is revised to read:*

47
48 Connections to existing structures will be measured per each.

49
50 *This section is supplemented with the following:*

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

2
3 **7-05.5 Payment**

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

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

10
11 *The pay item for "Connection to Drainage Structure" is revised to read:*

12
13 "Connect New Sewer Pipe ____-In. Diam. to Existing Structure", per each

14
15 The unit Contract price per each shall be full pay for all labor, equipment and materials
16 necessary to connect the new sewer pipe to the existing structure as specified in Section 7-
17 05.3.

18
19 *This section is supplemented with the following:*

20
21 "Reconnect Existing Sewer Pipe, ____-In. Diam., to New Structure", per each.

22
23 The unit Contract price per each shall be full pay for all labor, equipment and materials
24 necessary to reconnect the existing sewer pipe to the new structure as specified in Section 7-
25 05.3.

26
27 "Adjust Existing Manhole, Furnish New Frame and Cover", per each

28
29 The unit Contract price per each for "Adjust Existing Manhole, Furnish New Frame and Cover"
30 shall be full pay for all costs associated with adjusting the frame and cover to finished grade,
31 including but not limited to, excavating, furnish and place backfill, furnishing and installing the
32 new frame and cover, compacting, surfacing, and restoration.

33
34
35 **END OF SECTION**

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

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

3
4 **7-08.3(1)A Trenches**

5 *The tenth paragraph of this section is deleted. All dewatering requirements are found in section*
6 *8-01.3(1)C.*

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

9 *This section is supplemented with the following:*

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

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

15 *This section is supplemented with the following:*

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

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

22 *This section is revised to read:*

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

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

28 *The second paragraph is revised to read:*

29
30 Pipe zone backfill, backfill above the pipe zone, and extra excavation area backfill shall be in
31 accordance with City of Tacoma Standard Plan No. SU-16. Recycled concrete shall not be
32 used for pipe zone bedding, pipe zone backfill, backfill above pipe zone, and extra excavation
33 area backfill.

34
35 *The fourth paragraph is revised to read:*

36
37 Backfill above the pipe zone shall be accomplished in such a manner that the pipe will not be
38 shifted out of position nor damaged by impact or overloading. If pipe is being placed in a new
39 embankment, backfill above the pipe zone shall be placed in accordance with Section 2-
40 03.3(14)C. If pipe is being placed under existing paved areas, or roadways, backfill above the
41 pipe zone shall be placed in horizontal layers no more than 12-inches thick and compacted to
42 95-percent maximum density. If pipe is being placed in non-traffic areas, backfill above the pipe
43 zone shall be placed in horizontal layers no more than 12-inches thick and compacted to 85-
44 percent maximum density. All compaction shall be in accordance with the Compaction Control
45 Test of Section 2-03.3(14)D.

46
47 **All material excavated from the trench shall be considered unsuitable for backfill above**
48 **the pipe zone, and shall be removed and replaced with imported backfill meeting the**
49 **requirements of Section 9-03.12(2).**

50
51 *Section 7-08.3 is supplemented with the following:*

7-08.3(5) Temporary Bypass Pumping

7-08.3(5)A General Requirements

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

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

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

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

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

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

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

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

7-08.3(5)B Backup Equipment and Monitoring

Bypass pumping shall be scheduled for continuous operation with back-up pumps, generators, and other equipment available on-site at all times for periods of maintenance and refueling or failure of the primary bypass pump(s). The Contractor shall provide experienced monitoring

1 personnel on site at all times to verify the bypass pumping system remains functional. These
2 individuals shall have the experience to operate and maintain the bypass system to ensure
3 there is continuous operation of the bypass system.

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

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

15 **7-08.3(5)D Bypass Pumping Plan**

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

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

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

42 **7-08.4 Measurement**

43 *This section is supplemented with the following:*

45 No specific measurement shall apply to the lump sum item "Temporary ____ Sewer Bypass".

47 No specific measurement shall apply to the lump sum item "Temporary ____ Sewer Bypass
48 Plan".

50 **7-08.5 Payment**

51 *This section is supplemented with the following:*

1
2 "Temporary ___ Sewer Bypass", per lump sum.

3
4 The lump sum Contract prices for "Temporary ___ Sewer Bypass" shall be full payment for
5 labor, equipment, and materials, including but not limited to, personnel, fuel, monitoring, power,
6 pumps, piping, barricades, emergency stand-by equipment, trenching, surface restoration costs,
7 and all other work necessary to maintain uninterrupted storm and sanitary sewer services by
8 bypassing the applicable sewer system flows.

9
10 "Temporary ___ Sewer Bypass Plan", per lump sum

11
12 The lump sum Contract price for "Temporary ___ Sewer Bypass Plan" shall be full pay for all
13 costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for
14 the Temporary Bypass Plan.

15
16
17 **END OF SECTION**

18
19
20 **7-17 SANITARY SEWERS**
21 **(*****)**

22
23 **7-17.1 Description**

24 *This section is supplemented with the following:*

25
26 All references to sanitary sewer shall also mean storm sewers.

27
28 **7-17.2 Materials**

29 *The first paragraph is revised to read:*

30
31 Pipe materials used for storm and sanitary sewers shall be as shown on plans. All references to
32 PVC shall mean Solid Wall PVC Sewer Pipe. Profile Wall PVC will not be permitted.

33
34 *This section is supplemented with the following:*

35
36 Polyvinyl Chloride (PVC) Pressure Pipe (4-inches and over) 9-30.1(5)A

37
38 **7-17.3(2)A General**

39 *The first paragraph is revised to read:*

40
41 Sewers and appurtenances shall be cleaned and tested after backfilling by either exfiltration or
42 low-pressure air method at the option of the Contractor, except where the ground water table is
43 such that the Engineer may require the infiltration test.

44
45 **7-17.3(2)H Television Inspection**

46 *This section is revised to read:*

47
48 The Contractor shall hire a third-party television inspection company to perform television
49 inspection services on all new full segments and partial segments of sanitary and storm sewer
50 mains and side sewers, including the connection point between new and existing pipes, and
51 newly constructed manholes. The inspection video and associated database file shall

1 be submitted for review and final acceptance of the pipes prior to paving where paving occurs
2 over sewers, or prior to final acceptance in non-paved areas, and allowing for any review
3 timeframes as described below.
4

5 The Contractor shall provide the Contracting Agency 72 hours of advance notice so that the
6 Engineer may be present during the inspection if so elected. The video shall be submitted for
7 review which may take up to five (5) working days. If more than five (5) working days are
8 required for the Engineer's review of the videos, an extension of time will be considered in
9 accordance with 1-08.8. At a minimum, the video files shall meet the technical requirements of
10 this section. No claim will be allowed for damages, or extensions of time resulting from the
11 rejection of a video due to not meeting the technical requirements or construction defects
12 identified in the video.
13

14 CCTV inspection work shall be completed by certified National Association of Sewer Service
15 Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained
16 operator(s) using established PACP coding and observations. Coding and observation results
17 shall be recorded and presented on a per asset basis, manhole to manhole. A pipe asset is
18 defined as one continuous pipe from the upstream manhole to the downstream manhole.
19 Footage shall be recorded with the starting and ending points being the center of the manholes,
20 with the exception that if partial segments are constructed in this Contract, including side
21 sewers, the inspection only needs to show all new work up to and including the connection to
22 the existing pipe. The camera operator shall also pan around and record the inside of
23 each manhole constructed in this project at the start and end of each inspection. The television
24 camera shall have a resolution of 700 lines minimum and shall have a source of illumination
25 attached to it.
26

27 The video files shall be recorded and submitted in MPEG-2 format and include an unmodified
28 NASSCO-PACP Certified Access Database conducted entirely in digital format with electronic
29 reference to the survey which is intended to be imported into the City's viewing software,
30 GraniteNet. The PACP database shall include the City's SAP pipe segment ID. No other file
31 format will be accepted unless approved by the City.
32

33 All videos and database files shall be submitted via the Internet web-based project management
34 communications tool, e-Builder software.
35

36 The Contractor shall provide video identifying the pipe segment by manhole numbers and pipe
37 segment number. The inspection shall identify all connections, general conditions of the sewer
38 pipelines, problem areas, location of all connections or problem areas by linear footage, and
39 observations concerning the condition of the pipe joints. The camera system used shall be
40 capable of travelling up to 500 linear feet.
41

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

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

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

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

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

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

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

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

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

7-17.4 Measurement

This section is supplemented with the following:

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

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

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

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

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

3
4 All costs associated with the disposal of material located above the upper limits shall be
5 included in the unit contract price for other items of work, unless a proposal item is included for
6 this specific item of work.

7
8 Pipe zone limits are as defined in Standard Plan SU-16.
9 *This section is supplemented with the following:*

10
11 No specific unit of measurement will apply for Contractor provided Television Inspection. All
12 costs shall be included in the per foot price of pipe installed.

13 14 **7-17.5 Payment**

15 *The second paragraph is revised to read:*

16
17 The unit Contract price per linear foot for sewer pipe of the kind and size specified shall be full
18 pay for the furnishing, hauling, and assembling in place the complete installation, including but
19 not limited to, disposal of material excavated within the pipe zone, furnishing and installing pipe
20 bedding and backfill material within the pipe zone, and all wyes, tees, special fittings, rigid
21 couplings, joint materials, performing and submitting television inspection videos and reports,
22 and other appurtenances necessary for the completion of the installation to the required line and
23 grade, unless proposal items are included for these specific items of work.

24
25 *The pay item "Removal and Replacement of Unsuitable Material" is revised to read:*

26
27 "Removal and Replacement of Unsuitable Material", per cubic yard.

28
29 The unit Contract price per cubic yard for "Removal and Replacement of Unsuitable Material"
30 shall be full pay for all work required to haul and dispose of the unsuitable material as specified
31 in Section 7-08.3(1)A and the furnishing of suitable backfill material as specified in Section 7-
32 08.3(3).

33
34 **All material excavated from the trench shall be considered unsuitable for backfill above**
35 **the pipe zone, and shall be removed and replaced with imported backfill meeting the**
36 **requirements of Section 9-03.12(2).**

37
38
39 **END OF SECTION**

7-18 SIDE SEWERS

(***)**

7-18.1 Description

This section is supplemented with the following:

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

7-18.3(1) General

This section is supplemented with the following:

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

7-18.4 Measurement

This section is supplemented with the following:

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

7-18.5 Payment

The second paragraph is revised to read:

The unit Contract price per linear foot for sewer pipe of the kind and size specified shall be full pay for the furnishing, hauling, and assembling in place the complete installation, including but not limited to, disposal of material excavated within the pipe zone, furnishing and installing pipe bedding and backfill material within the pipe zone, and all wyes, tees, special fittings, rigid couplings, joint materials, end pipe markers, performing and submitting television inspection videos and reports, and other appurtenances necessary for the completion of the installation to the required line and grade, unless proposal items are included for these specific items of work.

END OF SECTION

7-19 SEWER CLEANOUTS
(May 13, 2009 Tacoma GSP)

7-19.3 Construction Requirements

The third sentence of the first paragraph is deleted.

The fourth sentence of the third paragraph is deleted.

7-19.5 Payment

The third paragraph is revised to read:

The unit Contract price for "Sewer Cleanout" shall be full pay for furnishing and placing the wye, pipe, pipe bends, pipe plug, castings, and collar as specified herein and as shown on Standard Plan SU-24.

END OF SECTION

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.

8-01.3(1)A Submittals

This section is revised to read:

The Contractor shall adopt or modify a Temporary Erosion and Sediment Control (TESC) Plan and Stormwater Pollution Prevention Plan (SWPPP) Report. The Contractor shall include an implementation schedule for the TESC Plan and SWPPP and incorporate this implementation schedule into the Contractor's progress report. The SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and 1-08.3

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

The SWPPP is considered a "living" document that shall be revised to account for additional erosion control/pollution prevention BMPs as they become necessary and are implemented in the field during project construction. A copy of the most current SWPPP and 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.

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

4 5 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

6 *This section is revised to read:*

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

16
17 The CESCL or CPESC shall direct implementation of the measures identified in the SWPPP
18 and as shown on the TESC plan. Implementation shall include, but is not limited to the
19 following:

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

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

1
2 **8-01.3(8) Street Cleaning**

3 *The third paragraph is revised to read:*
4

5 Street washing with water shall not be permitted.
6

7 **8-01.3(9)D Inlet Protection**

8 *Replace the third paragraph of this section with the following:*
9

10 When the depth of accumulated sediment and debris reaches approximately 1/3 the height of
11 an internal device or 1/3 the height of the external device (or less when so specified by the
12 manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and
13 disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP.
14

15 *The section is supplemented with the following:*
16

17 Only bag-type filters are allowed for use in the public right of way.
18

19 **8-01.4 Measurement**

20 *This section is supplemented with the following:*
21

22 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
23 Prevention Plan (SWPPP)".
24

25 **8-01.5 Payment**

26 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section 1-09.6
27 is revised to read:*
28

29 Installation, maintenance, and removal of erosion and water pollution control devices, unless
30 specifically identified in the Proposal, including removal and disposal of sediment, stabilization
31 and rehabilitation of soil disturbed by these activities and any additional Work deemed
32 necessary by the Engineer to control erosion and water pollution will be paid by force account in
33 accordance with Section 1-09.6. Directing implementation by ESC Lead of the measures
34 identified in the SWPPP, shown on the TESC plan, and all other work as included in Section 8-
35 01.3(1)B shall be paid by force account as provided in Section 1-09.6.
36

37 *This section is supplemented with the following:*
38

39 Where removal of erosion control BMPs is directed by the Engineer according to 8-01.3(16) or
40 according to these specification and the plans, removal shall be included in the lump sum or unit
41 cost for these respective BMPs.
42

43 "Inlet Protection," per each.
44

45 "Street Cleaning," per hour.
46

47 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum.
48
49

1 The lump sum contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full
2 pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
3 revisions for the Stormwater Pollution Prevention Plan.
4

5
6 **END OF SECTION**
7

8
9 **8-02 ROADSIDE RESTORATION**

10 **(*****)**
11

12 **8-02.3 Construction Requirements**

13 *This section is supplemented with the following:*
14

15 **8-02.3(17) Landscape Restoration**
16

17 All disturbed landscape and any roadside restoration required due to construction of the
18 proposed improvements shall be paid for using the Landscape Restoration bid item.
19 Restoration shall include the repair of any disturbed irrigation systems.
20

21 **8-02.4 Measurement**

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

24 Landscape Restoration shall be by force account in accordance with Section 1-09.6.
25

26 **8-02.5 Payment**

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

29 "Landscape Restoration", per force account.
30

31 The unit Contract price for "Landscape Restoration" shall be full pay for all labor, equipment,
32 and materials required to fulfill restoration requirements where shown on the Plans or as
33 directed by the Engineer.
34

35 To provide a common proposal to all bidders, the Contracting Agency has estimated the amount
36 of force account for "Landscape Restoration" and has entered the amount in the Proposal to
37 become a part of the total bid by the Contractor. Areas disturbed/damaged outside the general
38 limits of the project shall be restored by the Contractor at no expense to the Contracting
39 Agency.
40

41
42 **END OF SECTION**

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

9-03.12 Gravel Backfill

Add the following new Section:

9-03.12(10) Pea Gravel
(September 20, 2018 Tacoma GSP)

Sieve Size	Percent Passing*
¾" square	100
⅜" square	95-100
U.S. No. 8	0 - 10
U.S. No. 200	0 - 3

Sand Equivalent 35 Minimum

*All percentages are by weight

9-03.21 Recycled Material

9-03.21(1) General Requirements
(Jun 16, 2016 Tacoma GSP)

This section is supplemented with the following:

Recycled materials will only be permitted upon approval of the Engineer. Recycled concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone, and extra excavation area backfill material.

END OF SECTION

END OF SPECIAL PROVISIONS

APPENDIX A

CITY OF TACOMA STANDARD PLANS

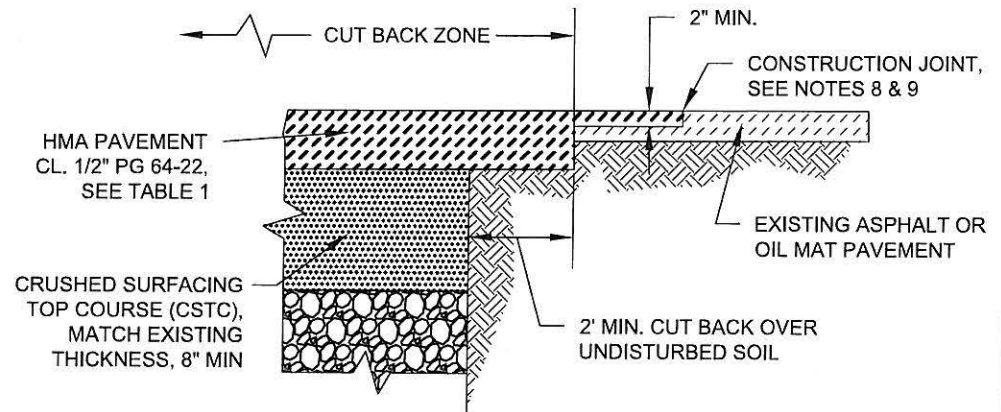
NOTES

1. **All pavement restoration work shall also meet the requirements of the City of Tacoma's Right of Way Restoration Policy. See Standard Plan SU-15B for any streets exempt from this policy.**
2. Temporary Surface Restoration:
 Arterials, industrial areas and/or roads with bus traffic: Temporary patches shall be compacted and leveled to a minimum of 3-inches of hot-mix asphalt (HMA).
 Residential and alleys: Temporary patches shall be compacted and leveled to a minimum of 2-inches of either HMA or cold-mix asphalt. Temporary patches between October 1st and March 31st shall be made with HMA unless otherwise approved.
3. All permanent final patches shall be rectangular in shape and constructed parallel and perpendicular to the road centerline.
4. Where existing pavement defects are in close proximity to the new cut, the inspector may require additional pavement removal to eliminate the pavement defect.
5. The final cut edge of paved surfaces shall be smooth and straight, consistent with grinding or saw cutting devices. No jagged, broken or undermined edges are allowed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Final compaction of HMA shall be 91% of maximum density.
Isolated patches: Minimum 1 test per patch up to 150 square feet, and 1 test required every additional 300 square feet, thereafter.
Trench patches: 1 test every 150 linear feet of trench with a minimum of 2 tests per trench.
 Testing shall be performed by a certified independent testing laboratory or certified tester, as approved by the City's Construction Division. Tests shall be completed and reports identifying the project number submitted to the City Construction Division within 48 hours of test.
7. All joints between the new and original asphalt pavement shall be sealed with hot asphalt or asphalt emulsion and covered with dry paving sand before the asphalt solidifies. Existing surfaces shall be prepared in accordance with WSDOT Standard Specification 5-04.3(5)A prior to placing any new pavement surfaces.

8. Longitudinal construction joints shall only be located at the center or edge of affected lanes.
 Streets and courts 20 feet or less in width and all alleys are considered one-lane streets. Non-arterial streets and courts greater than 20 feet in width with no traffic channelization are considered two-lane streets with one-lane either side of the centerline of the street.
 Non-arterial streets greater than 32 feet in width with no traffic channelization may be considered three lane streets upon prior approval from the City Engineer.
9. Transverse construction joints terminate at the edge of the 2' cut back.
10. HMA pavement shall not be placed over CDF until approved by the City.

TABLE 1
PAVEMENT REPLACEMENT DEPTH
IN CUT BACK ZONE

	MIN.	MAX.
ARTERIALS, INDUSTRIAL AREAS & ROADS WITH BUS TRAFFIC	MATCH EXISTING +1", OR 4", WHICHEVER IS GREATER	6"
RESIDENTIALS AND ALLEYS	MATCH EXISTING +1", OR 3", WHICHEVER IS GREATER	4"



CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

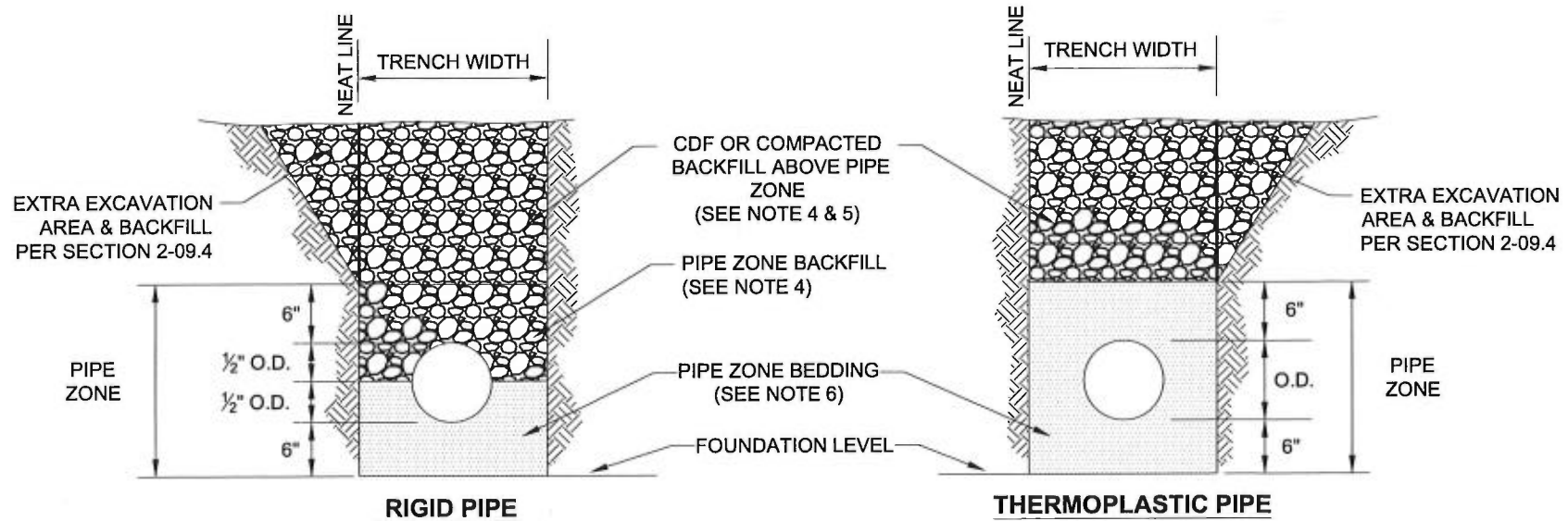
APPROVED FOR PUBLICATION

James Ramsey
CITY ENGINEER

12 Jun 2009
DATE

TYPICAL PAVEMENT RESTORATION
FOR ASPHALT CONCRETE/OIL MAT
PAVEMENT

STANDARD PLAN NO. SU-15A



NOTES:

1. Provide uniform support under barrel and provide pockets in bedding for pipe bells.
2. Hand tamp under haunches.
3. Trench width shall be as specified in Section 2-09.4 of the WSDOT Standard Specifications.
4. Pipe zone backfill and backfill above pipe zone shall meet the material requirements of WSDOT Standard Specification Section 9-03.12(2) for gravel backfill for walls.
5. All trenches shall be compacted in accordance with SU-28.
6. Pipe zone bedding shall meet the material requirements of WSDOT Standard Specification Section 9-03.9(3) for crushed surfacing top course.

DCS

PUBLIC WORKS

NA

TACOMA POWER

REVIEWED BY

GMS

ENVIRONMENTAL
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

[Signature]

CITY ENGINEER

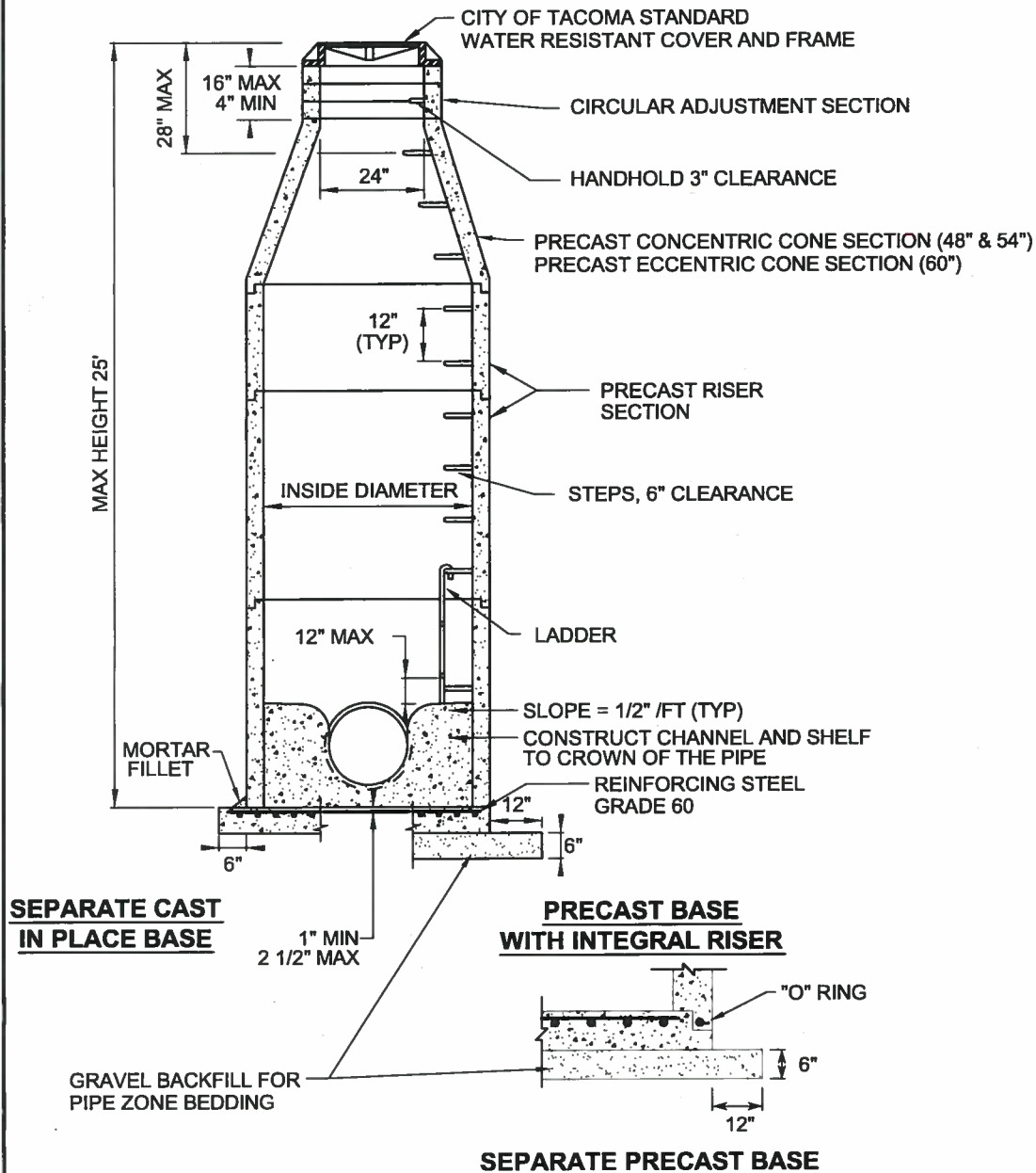
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CITY OF TACOMA
PIPE ZONE BEDDING AND BACKFILL
FOR SANITARY AND STORM
SEWERS

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"

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

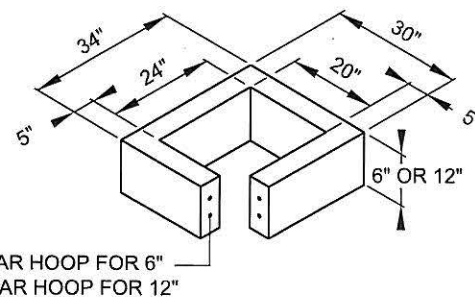
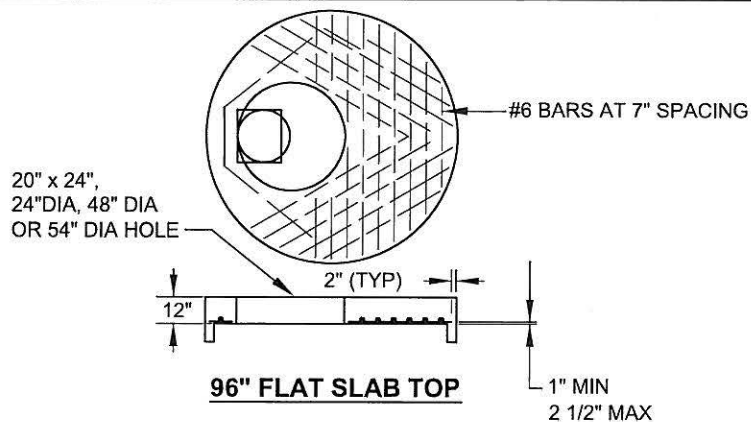
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CITY ENGINEER

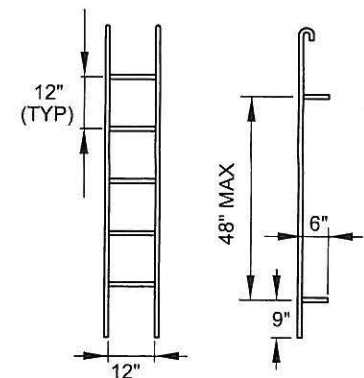
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MANHOLE-TYPE 1
48", 54" AND 60"

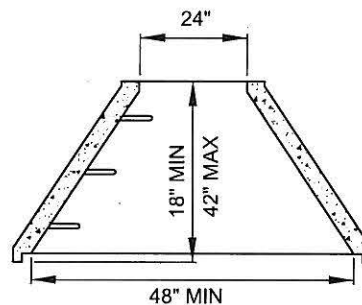
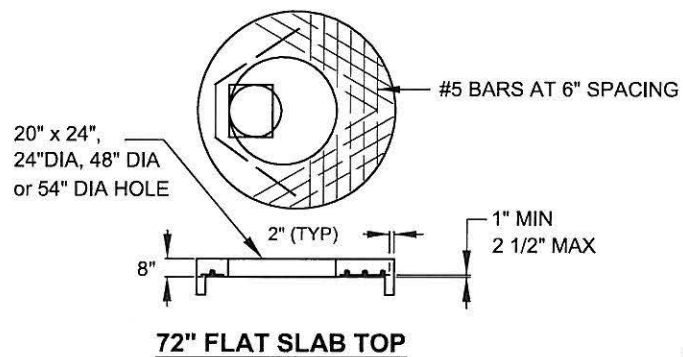
STANDARD PLAN NO. SU-17



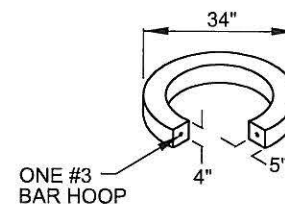
**RECTANGULAR ADJUSTMENT
SECTION**



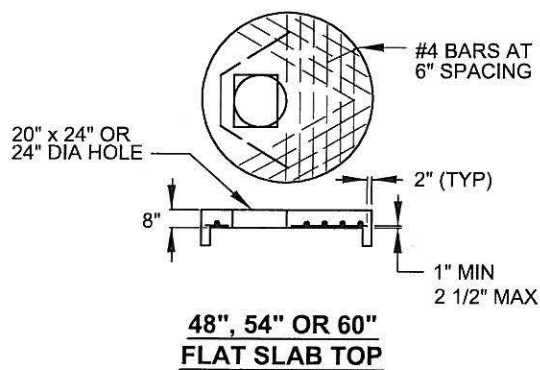
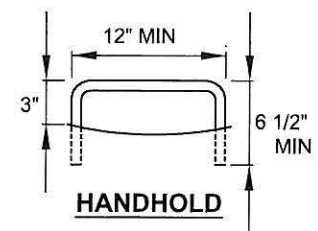
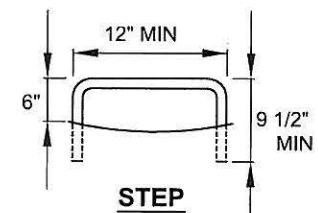
PREFABRICATED LADDER



CONCENTRIC CONE SECTION



**CIRCULAR ADJUSTMENT
SECTION**



NOTE:

As an acceptable alternate to rebar, wire mesh having a minimum area of 0.12 square inches per foot may be used for adjustment sections.

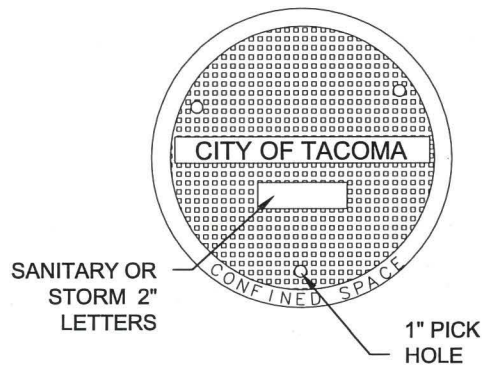
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

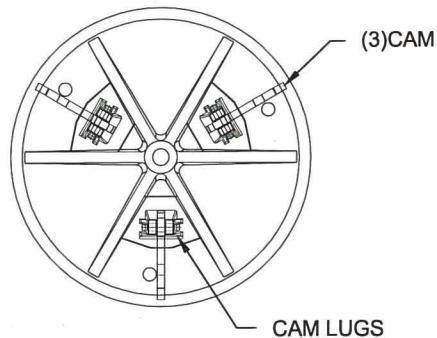
James Pervey
CITY ENGINEER

12 Jun 2009
DATE

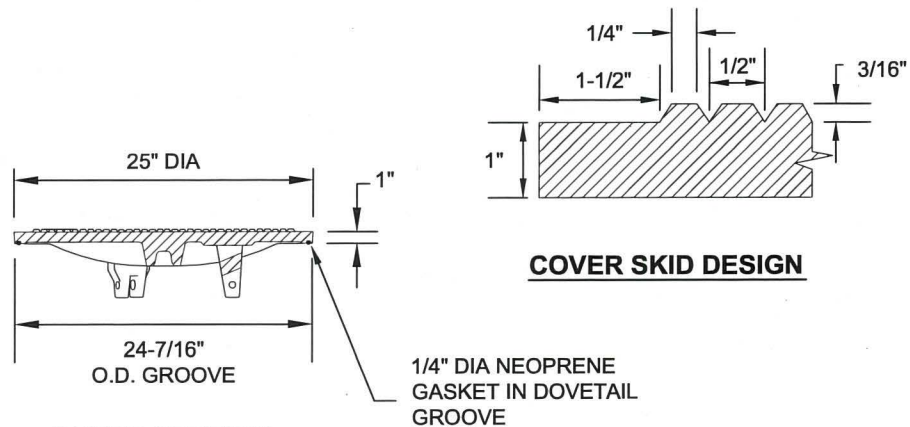
MISCELLANEOUS DETAILS
FOR MANHOLES AND
CATCH BASINS
STANDARD PLAN NO. SU-21



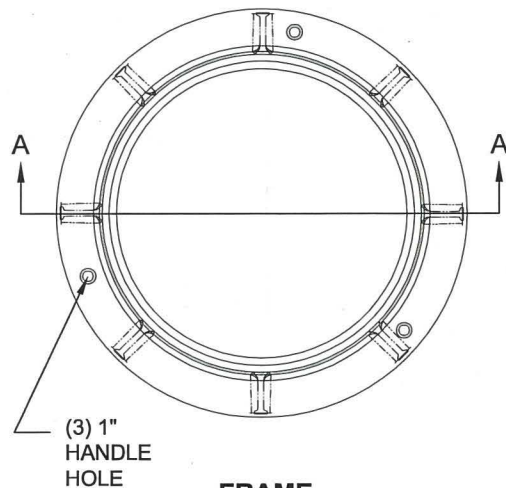
PLAN VIEW



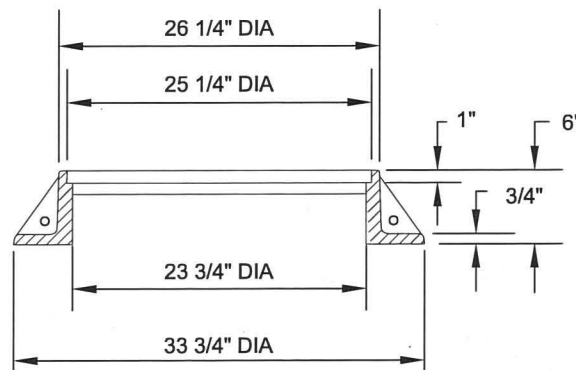
BOTTOM VIEW



COVER SECTION



FRAME



SECTION A-A

NOTES:

1. Covers shall have the word "SANITARY" in 2 inch raised letters when used with sanitary sewer installations, or "STORM" when installed with storm sewers. All covers shall have the words "CITY OF TACOMA" in 1-1/2 inch raised letters and the words "CONFINED SPACE" in 1-inch raised letters.
2. Lids must be interchangeable, any lid shall fit any and all frames.
3. Frame and cover shall be designed for H-20 loading.
4. Frame shall be grey-iron conforming to the requirements of AASHTO M 105, grade 30B.
5. Covers shall be ductile iron conforming to ASTM A 536, grade 80-55-06.
6. Per WSDOT Standard Specification 9-05.15, metal castings shall not be dipped, painted, welded, plugged, or repaired.

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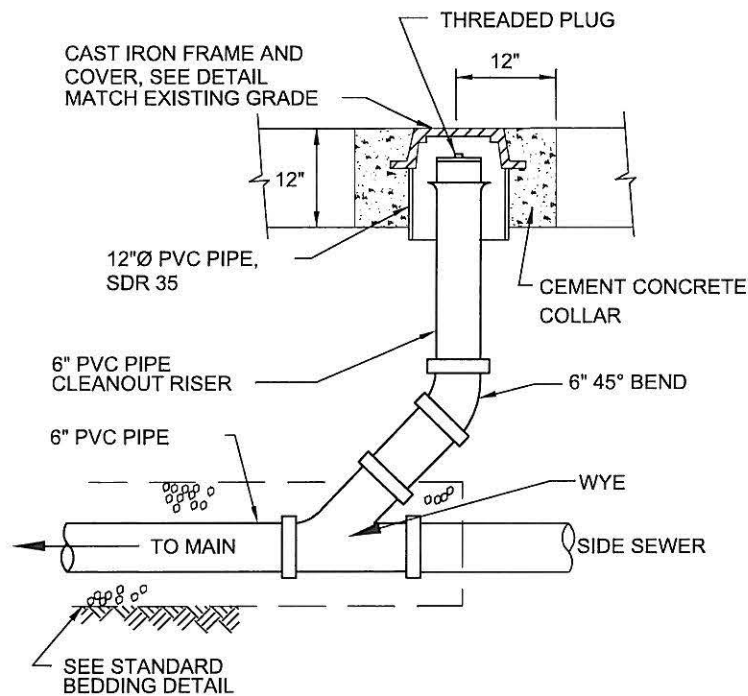
APPROVED FOR PUBLICATION

[Signature]
CITY ENGINEER

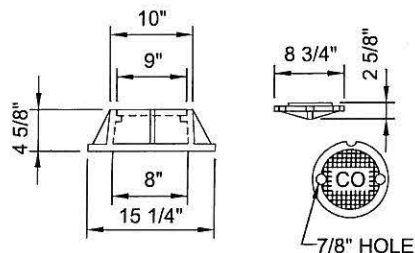
[Signature]
DATE 1/17/04

MANHOLE FRAME AND COVER

STANDARD PLAN NO. SU-22



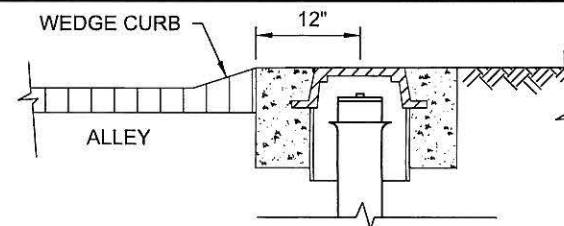
CLEANOUT DETAIL
NOT TO SCALE



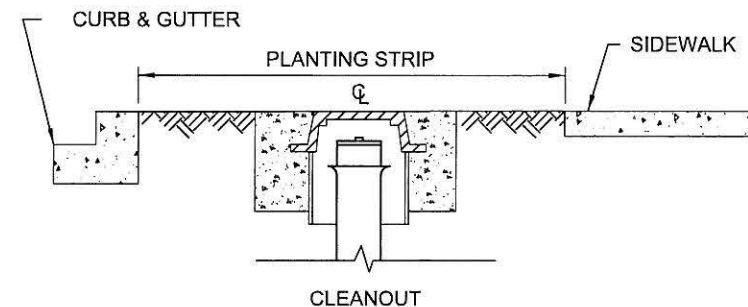
FRAME AND COVER DETAIL
NOT TO SCALE

NOTE:

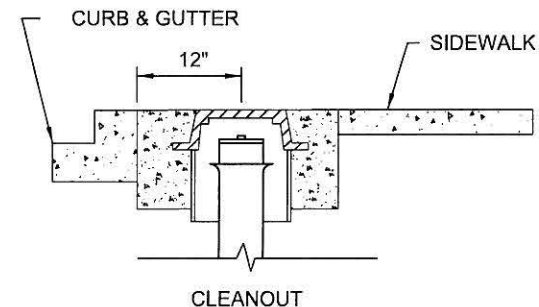
When no curb and gutter or sidewalk exist, locate cleanout in future planting strip.



TYPICAL ALLEY SECTION



TYPICAL SIDEWALK SECTION



TYPICAL COMBINATION SIDEWALK SECTION

STANDARD CLEANOUT LOCATION
NOT TO SCALE

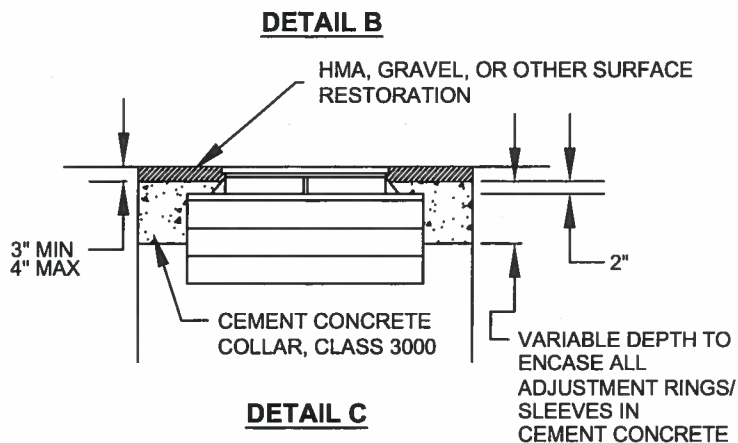
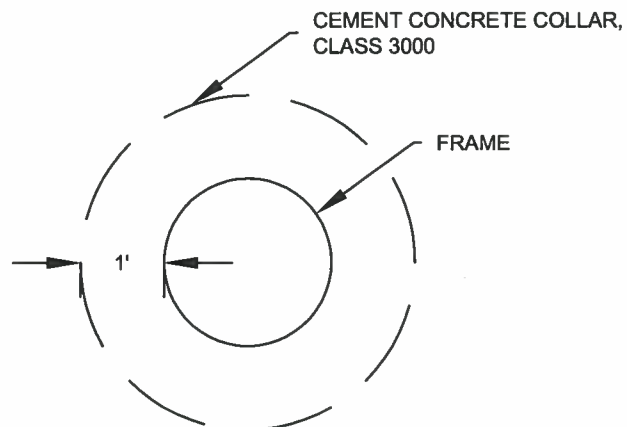
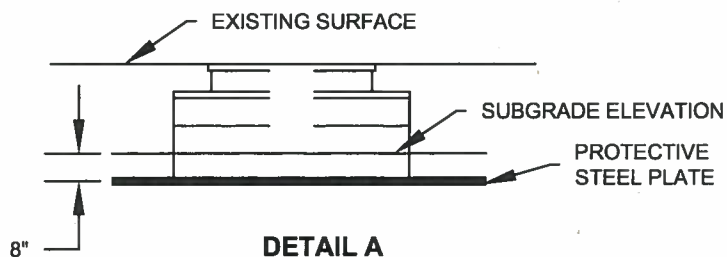
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

James Parvey
CITY ENGINEER

12 Jun 2009
DATE

SIDE SEWER CLEANOUT
AND
COVER DETAIL
STANDARD PLAN NO. SU-24



PROGRESSION OF WORK

PRIOR TO EXCAVATING OR RESURFACING:

Contractor shall:
Remove frame and risers to a depth 8-inches below subgrade.
Install steel protective plate in accordance with Detail A.
Reference the location of the utility structure.

CONSTRUCTION OF SURFACING:

Gravel surfacing:
Install base materials and gravel over protective steel plate.

Asphalt surfacing:
Install base materials and asphalt over protective steel plate.

Concrete surfacing:
Adjust frame and grate to final grade prior to placing concrete surfacing.

UPON COMPLETION OF SURFACING:

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

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

Crushed surfacing and base materials shall be removed and disposed of to allow the removal of the steel protective plate.

The structure shall be adjusted to finish grade utilizing the same methods of construction as specified for new construction in Section 7-05.

For hot mix asphalt, the area shall then be backfilled with Class 3000 cement concrete to an elevation of 3 to 4 inches below the finished pavement surface. 24-hours after placing the concrete, HMA pavement CL. 3/8" PG 64-22 shall be placed in accordance with Standard Plan No. SU-15.

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

NOTE:

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

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DEPARTMENT OF PUBLIC WORKS

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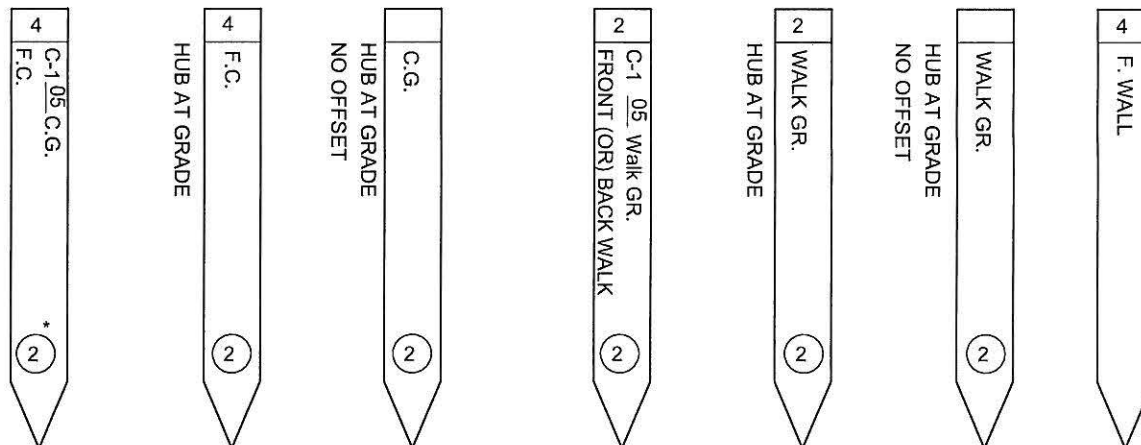
DATE

UTILITY ADJUSTMENT

STANDARD PLAN NO. SU-25

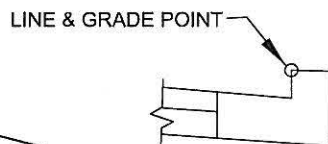
ABBREVIATIONS

F.C.....	FACE OF CURB
C.G.....	CURB GRADE
F.L.....	FLOW LINE
F.WALL...	FACE OF WALL
SH.GR....	SHOULDER GRADE
C.B.....	CATCH BASIN
M.H.....	MAN HOLE
L.H.....	LAMP HOLE
S.G.....	SUBGRADE
B.G.....	BALLAST GRADE
CR.R.GR.	CRUSHED ROCK GRADE
P.C.....	POINT OF CURVATURE
P.T.....	POINT OF TANGENCY
V.C.....	VERTICAL CURVE
E.P.....	EDGE OF PAVING

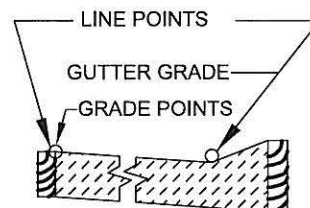


STAKES SHALL HAVE STATIONS ON BACK SIDE

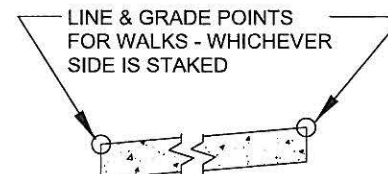
* DESIGNATES DISTANCE FROM GUARD STAKE TO GRADE OR LINE HUB. (OPTIONAL)



CURBS

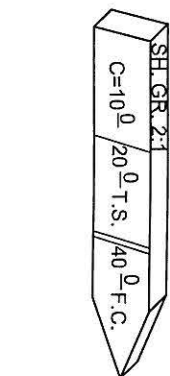


ALLEY SLABS

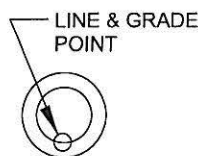
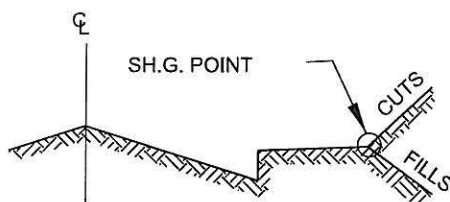


WALKS

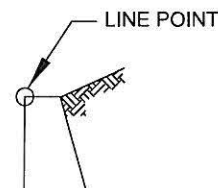
SIDE OR BACK



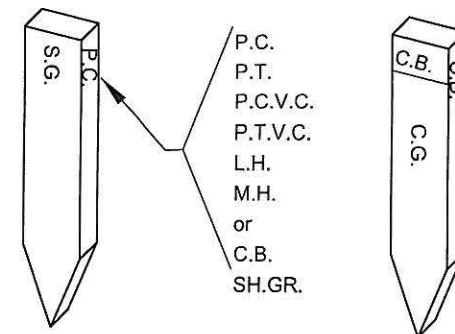
SLOPE STAKES



SEWERS



WALLS



APPROVED FOR PUBLICATION

**CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS**

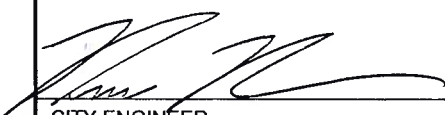
James Pomeroy 12 Jun 2009
CITY ENGINEER DATE

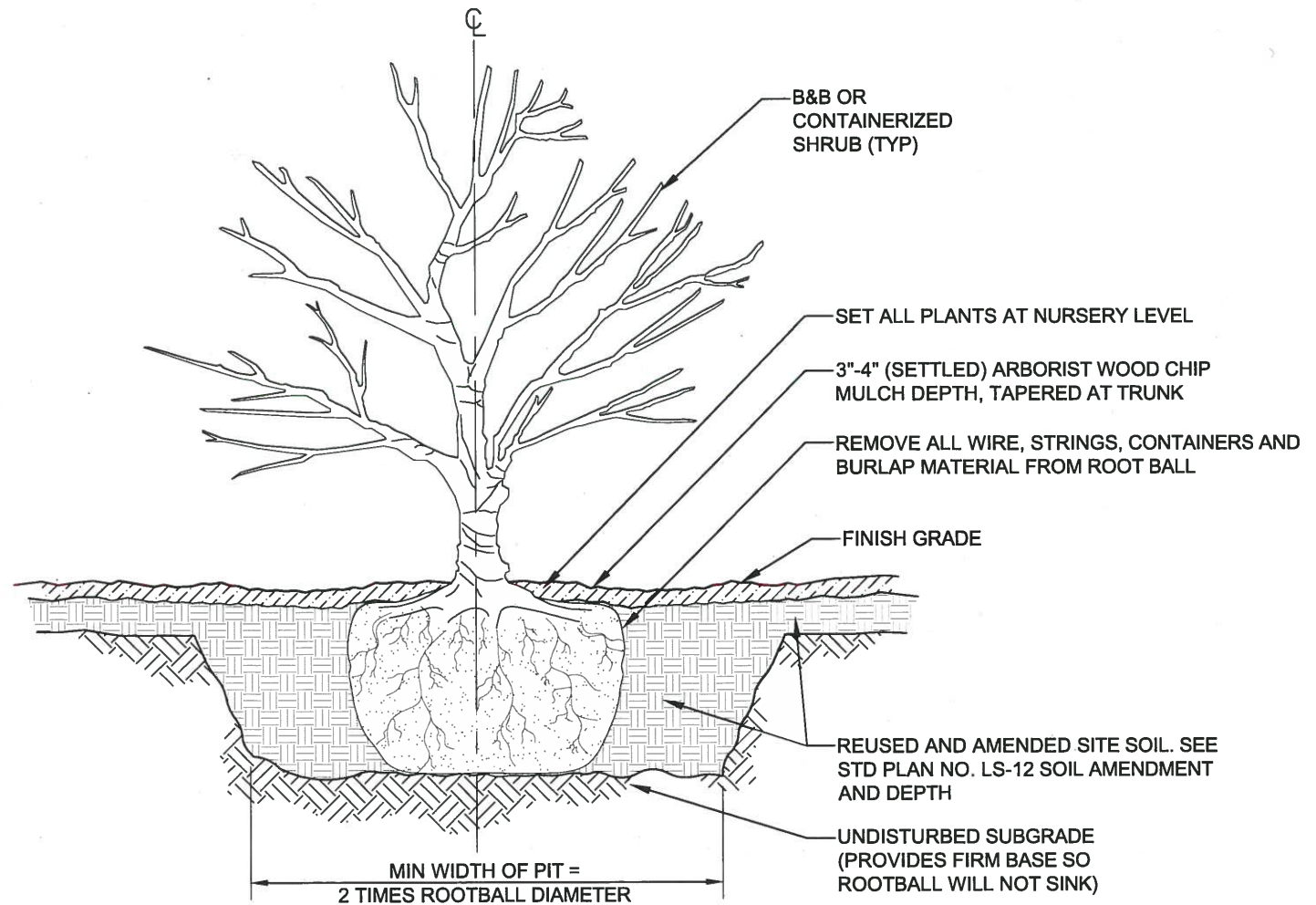
**STANDARD PROCEDURE
FOR MARKING
CONSTRUCTION STAKES**
STANDARD PLAN NO. SU-26

COMPACTION TESTING REQUIREMENTS ^A		
DEPTH	TESTING FREQUENCY ^C	
	VERTICAL	HORIZONTAL
SURFACE (BELOW HMA)	N/A	1 TEST EVERY 150 LINEAR FEET OF TRENCH OR MINIMUM 2 PER TRENCH
		1 TEST FOR 150 SQUARE FEET FOR ISOLATED PATCHES ^B
1 TO 4 FEET (OR MIN 18 IN. ABOVE PIPE)	1 EVERY 12 INCHES	SAME AS FOR SURFACE
> 4 FEET TO BOTTOM OF TRENCH	NO SPECIFIC REQUIREMENT - MAY BE REQUIRED BY COT INSPECTOR FOR VERIFICATION OF COMPACTION	
A. TESTING SHALL BE PERFORMED BY A CERTIFIED INDEPENDENT TESTING LABORATORY OR A CERTIFIED TESTOR AS APPROVED BY THE CITY'S CONSTRUCTION DIVISION. THE COST OF TESTING IS THE RESPONSIBILITY OF THE PERMITTEE. TESTS SHALL BE COMPLETED AND REPORTS IDENTIFYING THE PROJECT NUMBER SUBMITTED TO THE CONSTRUCTION DIVISION WITHIN 48 HOURS OF TESTS.		
B. ONLY ONE COMPACTION TEST WILL BE REQUIRED FOR MULTIPLE TRENCHES WITHIN A 150 SF AREA PROVIDED COMPACTION PROCEDURES ARE THE SAME.		
C. EACH LIFT SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY, AS VERIFIED BY COMPACTION TESTING, BEFORE PROCEEDING TO THE NEXT LIFT. COT INSPECTOR MAY REQUIRE EXCAVATION AND REMOVAL OF SOIL WHERE COMPACTION IS IN QUESTION.		

NOTES:

1. Compact backfill material in max. 12 in. lifts. Compact backfill material to 95% max. modified proctor density (ASTM 1557) except directly over pipe, hand tamp only.
2. Native backfill will require laboratory testing to determine max. modified proctor density. Imported backfill will require submittal of proctor test results from supplier.
3. See WSDOT Standard Specification Section 2-09.3(1)E for material requirements on "Controlled Density Fill" (CDF). CDF may be used for trenches less than 24 in. wide or as approved by the City Engineer. CDF shall be vibrated/compacted.

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS	APPROVED FOR PUBLICATION		TRENCH BACKFILL COMPACTION REQUIREMENTS	
	 CITY ENGINEER	11/30/16 DATE	STANDARD PLAN NO.	SU-28



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CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

[Signature]
CITY ENGINEER

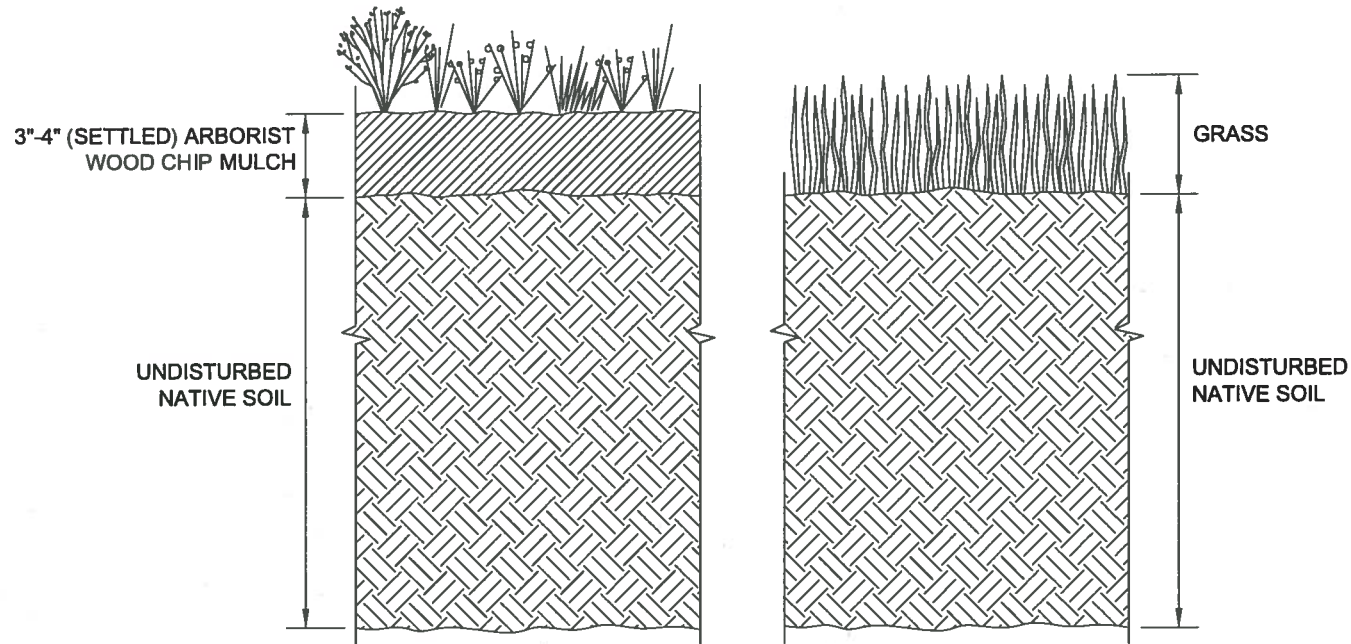
5/6/15
DATE

SHRUB PLANTING

STANDARD PLAN NO. LS-05

PLANTING BEDS

TURF (LAWN) AREAS



OPTION 1: Leave native vegetation and soil undisturbed, and protect from compaction during construction. Identify areas of the site that will not be stripped, logged, graded or driven on, and fence off those areas to prevent impacts during construction. If neither soils nor vegetation are disturbed, these areas do not require amendment.

See SWMM BMP L613 for additional information.

DCS

PUBLIC WORKS

NA

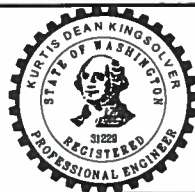
TACOMA POWER

REVIEWED BY

ENVIRONMENTAL
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

CITY ENGINEER

DATE

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

STANDARD PLAN NO. GSI-01a

APPENDIX B

STORMWATER POLLUTION PREVENTION PLAN

Combined Stormwater Site Plan and Construction Stormwater Pollution Prevention Plan Report Short Form - Marine

City of Tacoma Site Development or Work Order Permit Number(s): ENV-04023-06

Prepared By: Jordan Ennis

Date Prepared: October 22, 2020

City of Tacoma SWMM Version Project is required to follow: July 2016 Edition

Chapter 1 – Project Overview

Project Address(es): S 21st St between S Sprague Ave and S Hosmer St

Parcel Number: N/A

Size of Parcel (acres or square feet): N/A

Brief description of project: Environmental Services is replacing approximately 1,100 LF of 8" ϕ wastewater sewer mains in the alley between S 19th St and S 21st St. Public Works is partnering on the project to reconstruct S 21st St.

Associated City of Tacoma Permit Number(s) (e.g., land use permits, residential building permits): N/A

Applicant Name: Capital Delivery Group

Applicant Address: 326 E D Street, Tacoma, WA 98421

Applicant Phone Number: 253.502.2123

Applicant E-mail: jennis@cityoftacoma.org

Property Owner Name: N/A

Property Owner Address: N/A

Property Owner Phone Number: N/A

Property Owner E-mail: N/A

Identify other agency permits required or associated with the subject parcel (e.g., hydraulic permits, Army Corps 404 permits). Provide Permit numbers if available: N/A

Project Location Watershed: Foss Waterway

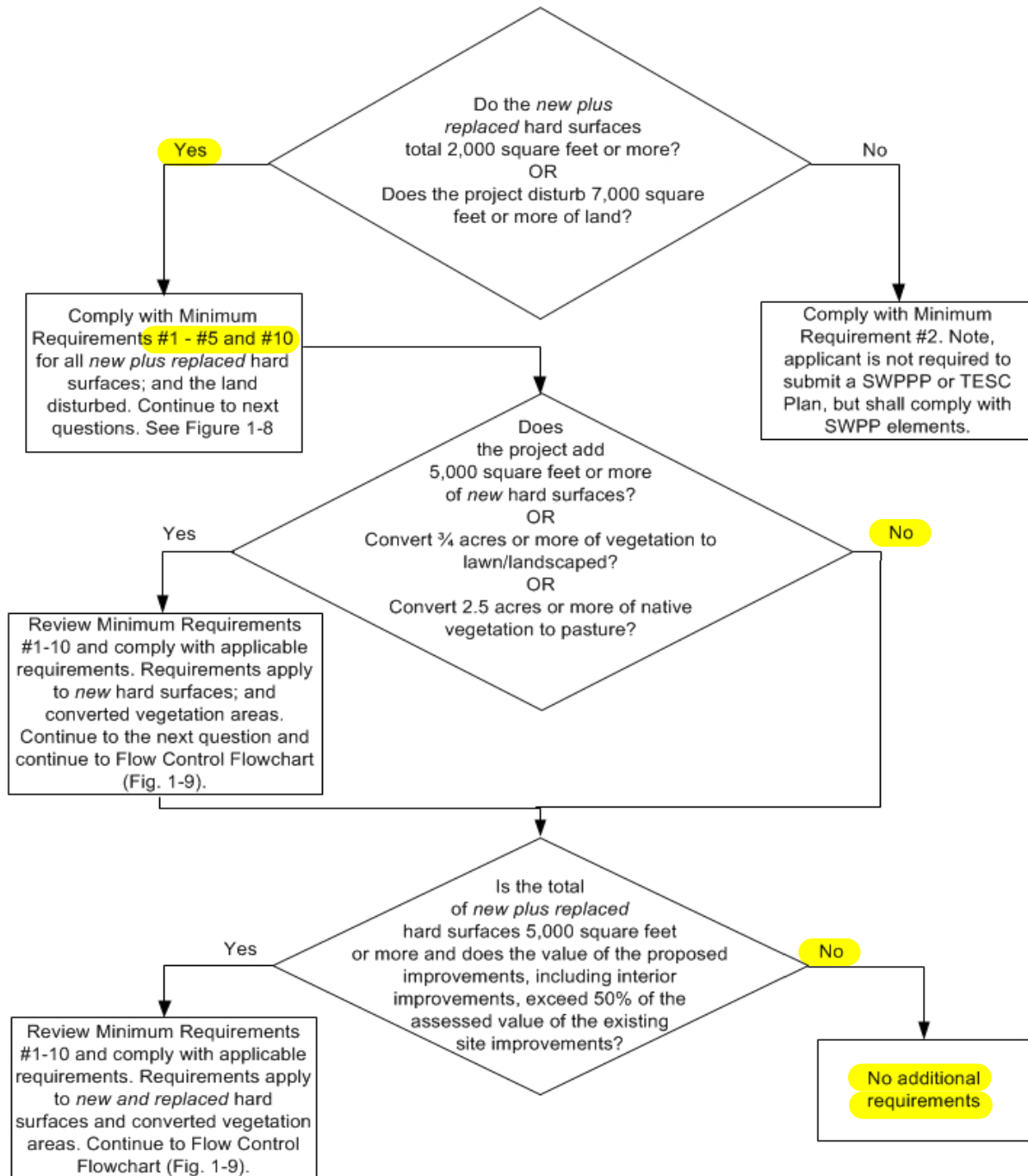
First Waterbody Encountered in Entire Downstream Flowpath: Thea Foss Waterway

Final (Ultimate) Discharge Waterbody: Puget Sound

Complete the following table as applicable to the proposed project (include onsite and offsite improvements):

Description ^a	Onsite	Total
Total Project Area ^b (ft ²)	15,500	15,500
Existing hard surface (ft ²)	8,000	8,000
Existing vegetation area (ft ²)	7,500	7,500
Total Project Area ^b (ft ²)	15,500	15,500
Amount of new hard surface (ft ²)	0	0
Amount of new pollution generating hard surface (PGHS) ^c (ft ²)	0	0
Amount of replaced hard surface (ft ²)	8,000	8,000
Amount of replaced PGHS ^d (ft ²)	8,000	8,000
Amount of new plus replaced hard surface (ft ²)	8,000	8,000
Amount of new + replaced PGHS (ft ²)	8,000	8,000
Amount of existing hard surfaces converted to vegetation (ft ²)	0	0
Amount of Land Disturbed (ft ²)	15,500	15,500
Vegetation to Lawn/Landscaped (acres)	0	0
Native Vegetation to Pasture (acres)	0	0
Existing hard surface to remain unaltered (ft ²)	0	0
Existing vegetation area to remain unaltered (ft ²)	0	0

- a. All terms are defined in the SWMM glossary.
- b. The total project area in the existing condition should typically match the total project area in the proposed condition. The total project area includes those areas that remain unaltered and those areas that will be altered.
- c. The “amount of new PGHS” should be part of or all of “amount of new hard surfaces”
- d. The “amount of replaced PGHS” should be part of or all of the “amount of replaced hard surfaces”.

**NOTES:**

1. The combined total of *new and replaced* surfaces since January 1, 2003 shall apply when determining the thresholds.
2. Minimum Requirements #9 to any project regardless of size.
3. Watershed specific requirements may or may not require compliance with certain minimum requirements regardless of size.
4. It is the applicant's responsibility to determine the final discharge location for all projects.
5. Disturb refers to land disturbing activities. See Glossary

Figure 1 - 6. Redevelopment Flowchart

Chapter 2 – Existing Condition Summary

Existing Site Conditions

1. Existing site conditions (check all that apply)
☐ Forest ☐ Pasture/prairie grass ☒ Pavement ☒ Landscaping
☒ Brush ☒ Trees ☒ Structure/Building ☐ Other: [Click here to enter text.](#)
2. Describe how stormwater flows across/from the site (check all that apply)
☐ Sheet Flow ☐ Gutter ☐ Catch Basin ☐ Stormwater Pipes
☒ Ditch/Swale ☐ Stream/Creek ☒ Other: Wedge Curb
3. Existing Site Topography (check all that apply)
☐ Flat ☒ Rolling ☐ Steep
4. Are there any known historical drainage problems such as flooding, erosion, etc.?
☐ Yes ☒ No
5. Existing utilities (check all that are on the site and show on site map with legend)
☒ Stormwater ☒ Water ☒ Wastewater ☐ Other: [Click here to enter text.](#)
6. Are sensitive and critical areas present on or near the site (i.e. vegetative buffers, wetlands, steep slopes, floodplains, geologic hazard areas, streams, creeks, ponds, ravines, springs, etc.)?
☐ Yes ☒ No
7. Are existing fuel tanks present on the site?
☐ Yes (show on site plan) ☒ No
8. Is this site within the South Tacoma Groundwater Protection District (on GovME or SWMM Volume 1, Chapter 2, Figure 1 - 2)?
☒ Yes ☐ No
9. Is the site within the aquifer recharge area (on GovME under Building and Land Use/Critical Areas)?
☐ Yes ☒ No
10. Are groundwater wells present onsite and/or within 100 feet of the site?
☐ Yes ☒ No
11. Are septic systems present onsite and/or within 100 feet of the site?
☐ Yes (show on site plan) ☒ No
12. Are there existing public and/or private easements on the project site?
☒ Yes ☐ No
13. When a soils report is required (see Volume 3, Appendix B of the SWMM), provide a

soils report (attach soils report as Appendix to this SSP Report).

A soils report is not required because this project does not trigger Minimum Requirements #6-8.

Chapter 3 – Offsite Analysis (Qualitative)

1. Provide a map showing the downstream drainage path leading from the site to the receiving waterbody or ¼ mile (whichever is less). The map must show the location of the stormwater conveyance location and describe pipe diameters. Include map in appendices of this stormwater site plan. Alternatively, in writing below, describe the downstream drainage path leading from the site to the receiving waterbody or ¼ mile (whichever is less). {e.g. water flows from the project site into the existing concrete curb-line which connects to a catch basin at intersection of X and Y streets. A 12-inch pipe system conveys water another 1000 feet to a ravine/wetland.}: Refer to the map in Appendix A.
2. Perform a site visit to investigate the drainage system ¼ mile downstream from the project and check the boxes below indicating any visual signs of drainage problems:
 - ☒ No sign of drainage problems
 - ☐ Damaged catch basins
 - ☐ Damaged pipes
 - ☐ Excessive leaf fall or debris blocking catch basin
 - ☐ Localized flooding (large puddles)
 - ☐ Signs of erosion (sediment build-up in curb line)
 - ☐ Other: [Click here to enter text.](#)

Date of Inspection: 8/3/20

Weather at the time of the inspection (was it raining during site visit?): Clear and sunny

Chapter 4 – Low Impact Development Principles

Where feasible, sites shall use the following low impact development site design principles. Check those principles that will be used onsite. The applicant is not required to revise their proposed design in order to accommodate these principles, but shall use the principles when feasible.

- ☐ Minimization of land disturbance by fitting development to the natural terrain.
- ☒ Minimization of land disturbance by confining construction to the smallest area feasible and away from critical areas.
- ☐ Preservation of natural vegetation.
- ☐ Locating impervious surfaces over less permeable soils.
- ☐ Clustering buildings
- ☐ Minimizing Impervious Surfaces

Chapter 5 – Discussion of Minimum Requirements

Check the box which describes how each of the Minimum Requirements will be satisfied. The applicant can check the boxes that apply or describe the alternate means used to comply with the Minimum Requirements. Review Volume 1 of the SWMM to determine which Minimum

Requirements apply to a project.

Minimum Requirement #1 – Preparation of a Stormwater Site Plan

- ☒ This Combined SSP and SWPPP Report Short Form and associated plan set satisfy this requirement.

Minimum Requirement #2 – Construction Stormwater Pollution Prevention

- ☒ This Combined SSP and SWPPP Report Short Form and associated plan set satisfy this requirement.

Minimum Requirement #3 – Source Control of Pollution

- ☒ For roadway projects, comply with all Mandatory Operational, Good Housekeeping and Preventative Maintenance BMPs per Volume 4, Section 4.1 as applicable. Also, comply with the following BMPs: BMP A302: Concrete Pouring, Concrete Cutting and Asphalt Application, BMP A306: Landscaping and Lawn/Vegetation Maintenance, BMP A601: Dust Control at Disturbed Land Areas and Unpaved Roadways and Parking Lots, BMP A707: De-Icing and Anti-Icing Operations for Streets and Highways, BMP A709: Urban Streets, BMP A712: Maintenance of Roadside Ditches and Culverts, BMP A713: Spills of Oil and Hazardous Substances, and BMP S109: Cleaning Catch Basins, as applicable to the project.
- ☐ For commercial or industrial facilities, complete the "Worksheet for Commercial and Industrial Activities" contained in Volume 4, Chapter 2 of the 2016 SWMM. Attach the worksheet as an appendix to this Report. The owner or operator shall comply with all BMPs checked.

Minimum Requirement #4 – Preservation of Natural Drainage Systems and Outfalls

All boxes should be checked for this Minimum Requirement. If all boxes cannot be checked an exception to the Minimum Requirement may be required per Volume 1, Section 3.5 of the SWMM.

- ☒ The natural (or existing) drainage patterns have been maintained to the maximum extent feasible.
- ☒ Discharges from the project site occur at the natural (or existing) location to the maximum extent feasible.
- ☒ Discharge from the project site will not cause a significant adverse impact to downstream receiving waters and downgradient properties.

Minimum Requirement #5 – Onsite Stormwater Management

Minimum Requirement #5 is dependent upon the watershed in which the project is located. See Volume 3 and Volume 6 of the SWMM for feasibility and design requirements for onsite stormwater management techniques. If there are multiple surface types (i.e. more than one roof), ensure the means of onsite management is described for each.

Include a description of how the facility size was determined including any calculations used to determine the facility size. Show the amount of surface area mitigated for each surface type and each facility. **Include sizing calculations as an attachment to this SSP.** See Volume 3, Appendix B of the SWMM to determine if a soils report is required for the facility type chosen. **Include soils report as an attachment to this SSP.**

Place a checkmark next to the BMP proposed to be used for each surface type. Complete an infeasibility checklist to determine which BMPs are appropriate for the project. See www.cityoftacoma.org/stormwatermanual_shortforms for infeasibility checklists for each BMP. Attach the completed infeasibility checklist(s) as an appendix to this SSP Report. Include an Operation and Maintenance Manual for all permanent facilities as an attachment to this SSP Report.

For projects within Northeast Tacoma, North Tacoma, Thea Foss, Tideflats, Lower Puyallup, and Western Slopes that discharge to marine waterbodies one of the following BMPs for each surface type must be utilized if feasible. The optional BMPs may be used as an alternative to the required BMPs if feasible.

Roofs:

Required BMPs: At least one of these BMPs must be analyzed for feasibility. If any BMP is found to be infeasible, the applicant may utilize BMP L605: Collect and Convey per the SWMM.

- ☐ BMP L602: Downspout Infiltration Trench
 - ☐ Not feasible – see infeasibility checklist in appendices
- ☐ BMP L602: Downspout Dry Well
 - ☐ Not feasible – see infeasibility checklist in appendices
- ☐ BMP L603: Dispersion Trench
 - ☐ Not feasible – see infeasibility checklist in appendices
- ☐ BMP L603: Splashblocks
 - ☐ Not feasible – see infeasibility checklist in appendices
- ☐ BMP L604: Perforated Stubout
 - ☐ Not feasible – see infeasibility checklist in appendices
- ☒ No Roofs – Not Required
- ☐ Required BMPs are not feasible – utilize BMP L605: Collect and Convey

Optional BMPs: These BMPs may be utilized as an alternative to those listed above. The BMPs must be feasible for the proposed development and must be designed in accordance with the SWMM.

- ☐ BMP L601: Rain Garden
- ☐ BMP L630: Bioretention
- ☐ BMP L614: Full Dispersion

Other Hard Surfaces:

Required BMPs: At least one of these BMPs must be analyzed for feasibility. If any BMP is found to be infeasible the applicant may utilize BMP L605: Collect and Convey per the SWMM. Additional treatment may be required if proposing to infiltrate pollution generating surfaces in the South Tacoma Groundwater Protection District. See Volume 5, Appendix D of SWMM. If treatment is required the Short Form SSP cannot be used.

- ☐ BMP L611: Concentrated Flow Dispersion
 - ☒ Not feasible – BMP cannot be met due to spatial constraints (see infeasibility checklist in appendices)
- ☐ BMP L612: Sheet Flow Dispersion
 - ☐ Not feasible
- ☒ Required BMPs are not feasible – utilize BMP L605: Collect and Convey (see Appendix B for Infeasibility Checklist)

Optional BMPs: These BMPs may be utilized as an alternative to those listed above. The BMPs must be feasible for the proposed development and must be designed in accordance with the SWMM.

- ☐BMP L633: Permeable Pavement
- ☐BMP L601: Rain Garden
- ☐BMP L630: Bioretention
- ☐BMP L614: Full Dispersion

Lawn and Landscaped Areas:

Required BMP: The following BMP must be analyzed for feasibility. Place a checkmark next to the option(s) that will be utilized onsite.

- ☒BMP L613: Post Construction Soil Quality and Depth
 - ☒Option 1: Leave Native Vegetation and Soil Undisturbed
 - ☐Option 2: Amend the Existing Site Topsoil
 - ☐Option 3: Stockpile existing topsoil during grading and replace it prior to planting.
 - ☐Option 4: Import Topsoil Mix
- ☐Required BMP is not feasible

Minimum Requirement #10 – Offsite Analysis and Mitigation

See Chapter 3 of this Stormwater Site Plan Short Form Report.

Construction Stormwater Pollution Prevention Plan

13 Elements of a Construction SWPPP

The **following 13 elements are required for each SWPPP**. If an element does not apply to the project site, describe why the element does not apply. Check off those BMPs that are proposed to be used to meet the requirements of the 13 elements below. Everything that is checked below must be shown on the site plan. If a BMP is checked as a possible contingent BMP, state that in this report. Only those erosion and sediment control techniques most pertinent to small construction sites are included here. More detailed information on construction BMPs can be found in Volume 2 of the City of Tacoma Stormwater Management Manual. The BMP numbers referenced are BMPs located in the City of Tacoma SWMM. Attach those BMPs from the SWMM that will be used for the project as a separate appendix.

Element #1 – Preserve Vegetation and Mark Clearing Limits

Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum extent practicable. If it is not practicable to retain the duff layer in place, it should be stockpiled onsite, covered to prevent erosion, and replaced immediately upon completion of the ground-disturbing activity.

All construction projects must clearly mark any clearing limits, sensitive areas and their buffers, and any trees that will be preserved prior to beginning any land disturbing activities, including clearing and grading. Clearly mark the limits both in the field and on the plans. Limits shall be marked in such a way that any trees or vegetation to remain will not be harmed. See Figure 3 - 13 of the SWMM.

The BMP(s) being proposed to meet this element are:

- ☐BMP C101: Preserving Natural Vegetation
- ☐BMP C102: Buffer Zones
- ☐BMP C103: High Visibility Fence
- ☒BMP C233: Silt Fence
- ☐Other (Describe Method): [Click here to enter text.](#)

Or

- ☐This element is not required for this project because: [Click here to enter text.](#)

Element #2 – Establish Construction Access

All construction projects subject to vehicular traffic shall provide a means of preventing vehicle “tracking” of soil from the site onto City streets or neighboring properties. Limit vehicle ingress and egress to one route if possible. All access points shall be stabilized with a rock pad construction entrance per BMP C105 or other City of Tacoma approved BMP. The applicant should consider placing the entrance in the area for future driveway(s), as it may be possible to use the rock as a driveway base material. The entrance(s) must be inspected weekly, at a minimum, to ensure no excess sediment buildup or missing rock.

If sediment is tracked offsite, it shall be swept or shoveled from the paved surface immediately. Keep streets clean at all times. Street washing for sediment removal is not allowed as it can transport sediment to downstream water courses and clog the downstream stormwater system.

The location of the proposed construction entrance must be identified on the site plan.

The BMP(s) being proposed to meet this element are:

☐BMP C105: Stabilized Construction Entrance/Exit

☐BMP C107: Construction Road/Parking Area Stabilization

☒Other (Describe Method): Street sweeping shall be used as needed to keep construction access points clear of sediment.

Or

☐This element is not required for this project because: [Click here to enter text.](#)

Element #3 – Control Flowrates

Protect properties and waterways downstream of the project site from erosion due to increases in volume, velocity, and peak flow of stormwater runoff from the project site.

Permanent infiltration facilities shall not be used to control flowrates during construction unless specifically approved in writing by Environmental Services.

The BMP(s) being proposed to meet this element are:

☐BMP C203: Water Bars

☐BMP C207: Check Dams

☐BMP C209: Outlet Protection

☐BMP C235: Wattles

☐BMP C240: Sediment Trap

☐Other (Describe Method): [Click here to enter text.](#)

Or

☒This element is not required for this project because: The proposed project does not meet the required thresholds for Minimum Requirement #7.

Element #4 – Install Sediment Controls

Stormwater runoff from disturbed areas must pass through an appropriate sediment removal device prior to leaving a construction site or discharging into an infiltration facility.

Install/construct the sediment removal BMP before site grading.

The BMP(s) being proposed to meet this element are:

☒BMP C233: Silt Fence

☐BMP C234: Vegetated Strip

☐BMP C235: Wattles

☐BMP C240: Sediment Trap

☒Other (Describe Method): Catch basin inserts and street sweeping are also proposed as TESC measures due to the roadway improvements included in the project.

Or

☐This element is not required for this project because: [Click here to enter text.](#)

Element #5 – Stabilize Soils

Stabilize exposed and unworked soils by applying BMPs that protect the soils from raindrop impact, flowing water, and wind. Minimize the amount of soil exposed during construction activity.

Minimize the disturbance of steep slopes. Minimize soil compaction and, unless infeasible, preserve topsoil.

From October 1 through April 30, no soils shall remain exposed or unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days. This applies to all soils on site whether at final grade or not.

The BMP(s) being proposed to meet this element are:

☐ BMP C120: Temporary and Permanent Seeding

☐ BMP C121: Mulching

☐ BMP C122: Nets and Blankets

☐ BMP C123: Plastic Covering

☐ BMP C124: Sodding

☐ BMP C125: Compost

☐ BMP C126: Topsoiling

☐ BMP C140: Dust Control

☒ Other (Describe Method): Soil disturbance is limited to utility trenching. Soil will remain within trench to the extent feasible and areas will be swept as needed prior to soil reaching catch basins.
Or

☐ This element is not required for this project because: [Click here to enter text.](#)

Element #6 – Protect Slopes

Design and construct cut-and-fill slopes in a manner to minimize erosion.

Protect slopes by diverting water at the top of the slope. Reduce slope velocities by minimizing the continuous length of the slope, which can be accomplished by terracing and roughening slope sides. Establishing vegetation on slopes will protect them as well.

The BMP(s) being proposed to meet this element are:

☐ BMP C120: Temporary and Permanent Seeding

☐ BMP C121: Mulching

☐ BMP C122: Nets and Blankets

☐ BMP C200: Interceptor Dike and Swale

☐ BMP C203: Water Bars

☐ BMP C204: Pipe Slope Drains

☐ BMP C205: Subsurface Drains

☐ BMP C207: Check Dams

☐ BMP C208: Triangular Silt Dike

☐ Other (Describe Method): [Click here to enter text.](#)

Or

☒ This element is not required for this project because: Slopes are negligible and do not necessitate additional protection.

Element #7 – Protect Drain Inlets

Protect all storm drain inlets that are operable during construction to ensure untreated stormwater does not enter conveyance system. Install catch basin protection on all catch basins within 500 feet downstream of the project. The catch basin inlet protection shown in Figure 2-45 is the only catch basin protection allowed within the City right of way. Once the site is fully stabilized, catch basin protection must be removed.

The BMP(s) being proposed to meet this element are:

☒ BMP C220: Storm Drain Inlet Protection

☐ Other (Describe Method): [Click here to enter text.](#)

Or

☐ This element is not required for this project because: [Click here to enter text.](#)

Element #8 – Stabilize Channels and Outlets

Stabilize all temporary onsite conveyance channels. Provide stabilization to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of conveyance systems.

The BMP(s) being proposed to meet this element are:

☐ BMP C122: Nets and Blankets

☐ BMP C202: Channel Lining

☐ BMP C207: Check Dams

☐ BMP C209: Outlet Protection

☐ Other (Describe Method): [Click here to enter text.](#)

Or

☒ This element is not required for this project because: Temporary onsite conveyance measures are not proposed as part of this project.

Element #9 – Control Pollutants

Handle and dispose of all pollutants, including demolition debris and other solid wastes in a manner that does not cause contamination of the stormwater. Provide cover and containment for all chemicals, liquid products (including paint), petroleum products, and other materials. Handle all concrete and concrete waste appropriately. All discharges to the City sanitary sewer system require City approval, which may include a Special Approved Discharge (SAD) permit, see http://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals for additional information.

The BMP(s) being proposed to meet this element are:

☐ BMP C151: Concrete Handling

☐ BMP C152: Sawcutting and Surfacing Pollution Prevention

☒ BMP C153: Material Delivery, Storage, and Containment

☐ BMP C154: Concrete Washout Area

☐ Other (Describe Method): [Click here to enter text.](#)

Or

☐ This element is not required for this project because: [Click here to enter text.](#)

Element #10 – Control Dewatering

Clean, non-turbid dewatering water, such as groundwater, can be discharged to the stormwater system provided the dewatering flow does not cause erosion or flooding of receiving waters. All other water shall be discharged to the City wastewater system.

All discharges to the City wastewater system require City approval, which may include a Special Approved Discharge (SAD) permit.

The BMP(s) being proposed to meet this element are:

- ☐BMP C203: Water Bars
- ☐BMP C236: Vegetative Filtration
- ☐Other (Describe Method): [Click here to enter text.](#)

Or

☒This element is not required for this project because: Groundwater shall be contained within the trench, recycled from front to back using a “trash pump”.

Element #11 – Maintain BMPs

Maintain and repair temporary erosion and sediment control BMPs as needed. Inspect all BMPs at least weekly and after every storm event.

Remove all temporary erosion and sediment control BMPs within 30 days after final site stabilization or if the BMP is no longer needed. Any trapped sediment should be removed or stabilized onsite. No sediment shall be discharged into the storm drainage system or natural conveyance systems.

The BMP(s) being proposed to meet this element are:

- ☒BMP C150: Materials on Hand
- ☒BMP C160: Erosion and Sediment Control Lead
- ☐Other (Describe Method): [Click here to enter text.](#)

Or

☐This element is not required for this project because: [Click here to enter text.](#)

Element #12 – Manage the Project

Phase development projects in order to prevent soil erosion and the transport of sediment from the project site during construction.

Coordinate all work before initial construction with subcontractors and other utilities to ensure no areas are prematurely worked.

An Erosion Control Lead is required for all construction sites. The Erosion Control Lead is the party responsible for ensuring that the proposed erosion and sediment control BMPs are appropriate for the site and are functioning. They are also responsible for updating the SWPPP as necessary as site conditions warrant. They must be available 24 hours a day to ensure compliance.

The BMP(s) being proposed to meet this element are:

- ☒BMP C150: Materials on Hand
- ☒BMP C160: Erosion and Sediment Control Lead
 - Name of ESC Lead: Provided by Contractor.
 - Phone Number for ESC Lead: Provided by Contractor.

☒BMP C162: Scheduling

☐Other (Describe Method): [Click here to enter text.](#)

Or

☐This element is not required for this project because: [Click here to enter text.](#)

Element #13 – Protect BMPs

Protect all permanent stormwater BMPs from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the BMPs. Restore all BMPs to their fully functioning condition if they accumulate sediment during construction. Restoring the BMP shall include removal of all sediment. Keep heavy equipment off of infiltration surfaces.

The BMP(s) being proposed to meet this element are:

- ☐BMP C102: Buffer Zone
- ☐BMP C103: High Visibility Fence
- ☐BMP C200: Interceptor Dike and Swale
- ☐BMP C201: Grass-Lined Channels
- ☐BMP C207: Check Dams
- ☐BMP C208: Triangular Silt Dike (TSD) (Geotextile-Encased Check Dam)
- ☐BMP C231: Brush Barrier
- ☐BMP C233: Silt Fence
- ☐BMP C234: Vegetated Strip
- ☐Other (Describe Method): [Click here to enter text.](#)

Or

☒This element is not required for this project because: Permanent BMPs are not proposed as part of this project.

Complete the following information regarding construction sequencing, phasing, and scheduling:

Construction Sequencing

The standard construction sequence is as follows:

- Mark clearing/grading limits.
- Schedule an inspection with the City to verify clearing/grading limits and TESC BMP placement prior to the start of any work on the site.
- Clear, grade, and fill site as outlined in the site plan while implementing and maintaining TESC BMPs at the same time.
- Install proposed site improvements (hard surface, landscaping, etc.).
- Schedule an inspection with the City for approval of permanent site stabilization protection and site grades.
- Remove TESC BMPs as permitted by the City inspector and repair permanent landscaping as necessary.
- Monitor and maintain permanent erosion protection (lawn/landscaping) until fully established.

List any changes from the standard construction sequence outlined above: [Click here to enter text.](#)

Construction Phasing

Construction phasing: If construction is going to occur in separate phases, describe: Construction will not occur in separate phases.

Construction Schedule

Provide a proposed construction schedule (dates construction begins and ends and dates for any construction phasing).

Start Date: March 1, 2021

End Date: April 30, 2021

Interim Phasing Dates: N/A

Wet Season Construction Activities: *Wet season occurs from October 1 to April 30.* Describe construction activities that will occur during this time period: The majority of construction will take place during the wet season.

NOTE: Additional erosion control measures beyond those shown may be required to manage site runoff.

Stormwater Site Plan and Construction Stormwater Pollution Prevention Plan Appendices

The following are potential appendices that may be required for your project. Only includes those items applicable to your project. Additional appendices may be required in addition to those typical appendices shown below.

Appendix A – Site Plans and Qualitative Analysis Maps

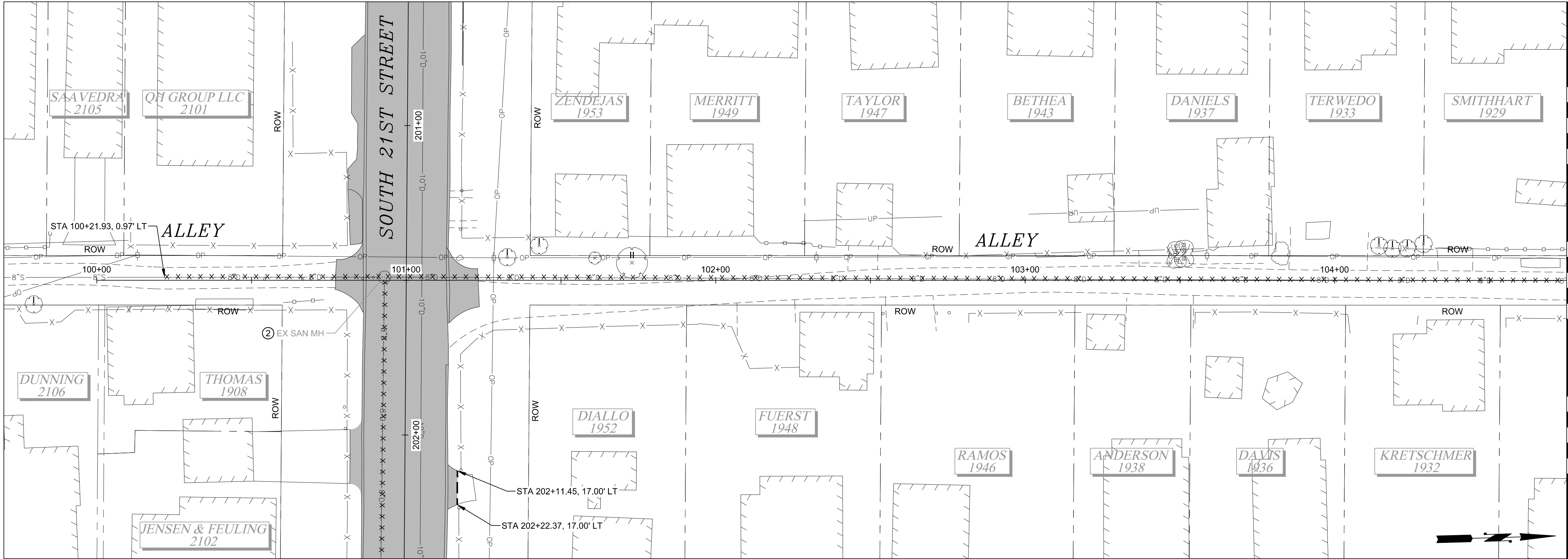
Appendix B – Completed Infeasibility Checklists

Appendix C – Temporary Erosion and Sediment Control BMPs

Appendix A – Site Plans and Qualitative Analysis Maps

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MATCHLINE STA 104+75 SEE BELOW

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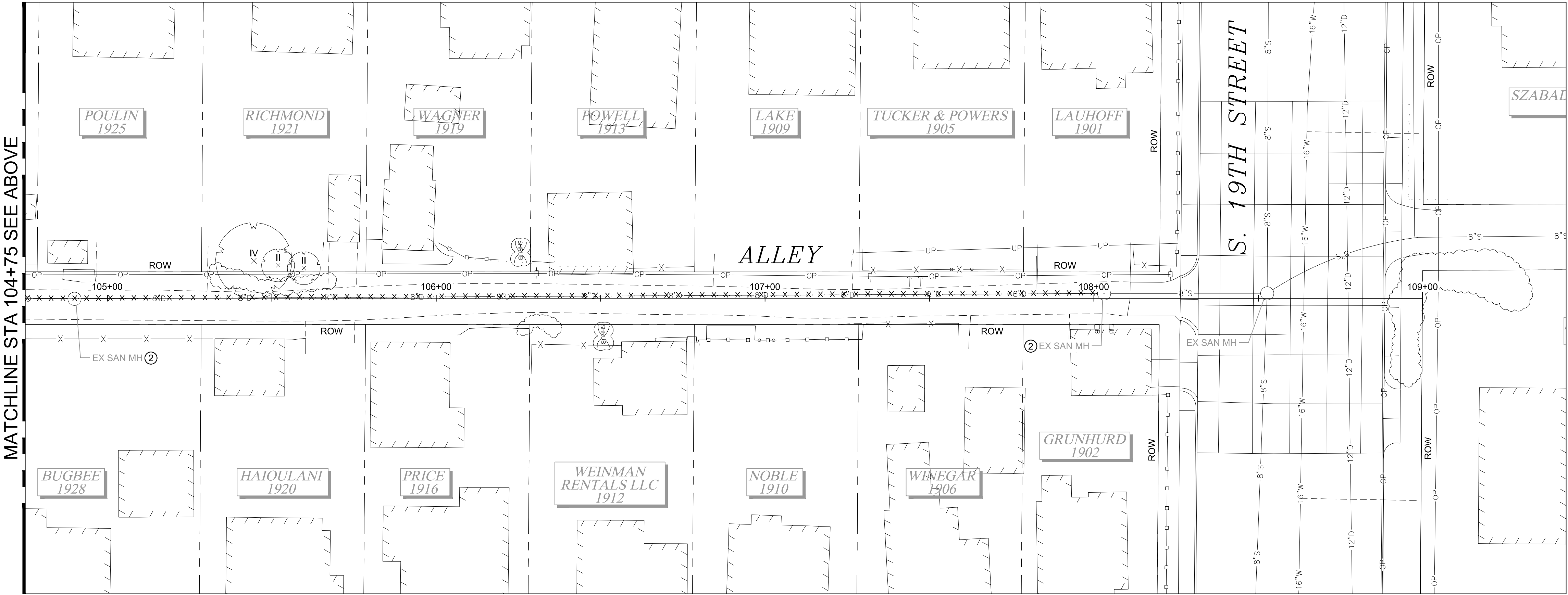
1. PROVIDE AND MAINTAIN INLET PROTECTION TO EXISTING AND NEW CATCH BASINS UNTIL END OF CONSTRUCTION ACTIVITIES. REMOVE WHEN CONSTRUCTION IS COMPLETED.
2. REMOVE EXISTING STRUCTURE.

GENERAL NOTES:

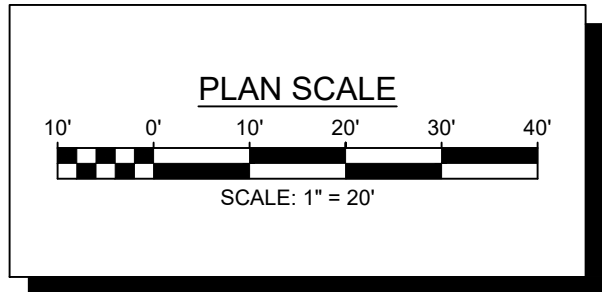
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2. CONTRACTOR SHALL PROTECT ALL EXISTING INFRASTRUCTURE NOT IDENTIFIED FOR REMOVAL.

EXISTING PAVEMENT SECTIONS

2" ASPH
?????
STA ???+?? TO STA ???+??
STA ???+?? TO STA ???+??



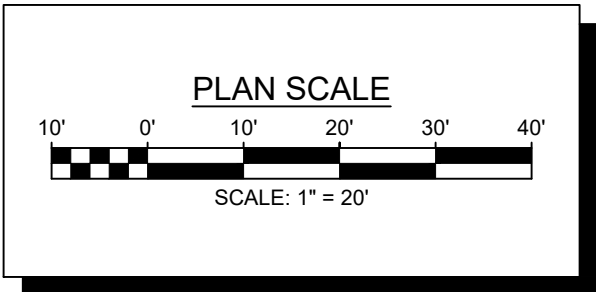
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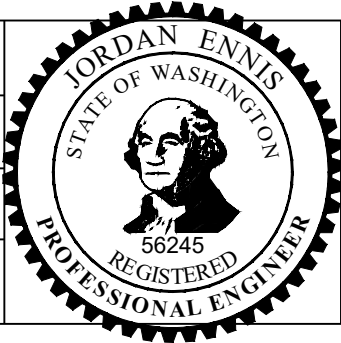
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		BY				DESIGNED JE		CHECKED KB							WBS NO.	
		DATE				DRAWN JP		PROJECT NAME ----							ENV-04023-06	
NO		R E V I S I O N		DATE		APPD		FIELD BOOKS		DRAWING NAME ENV-04023-06 PS Demo.dwg			Wastewater Sewer Replacement S. 21st S. & alley between S. Sprague Ave. & S. Hosmer St. Demolition Plan and TESC		SHEET NO. SHEET 5 OF 10	

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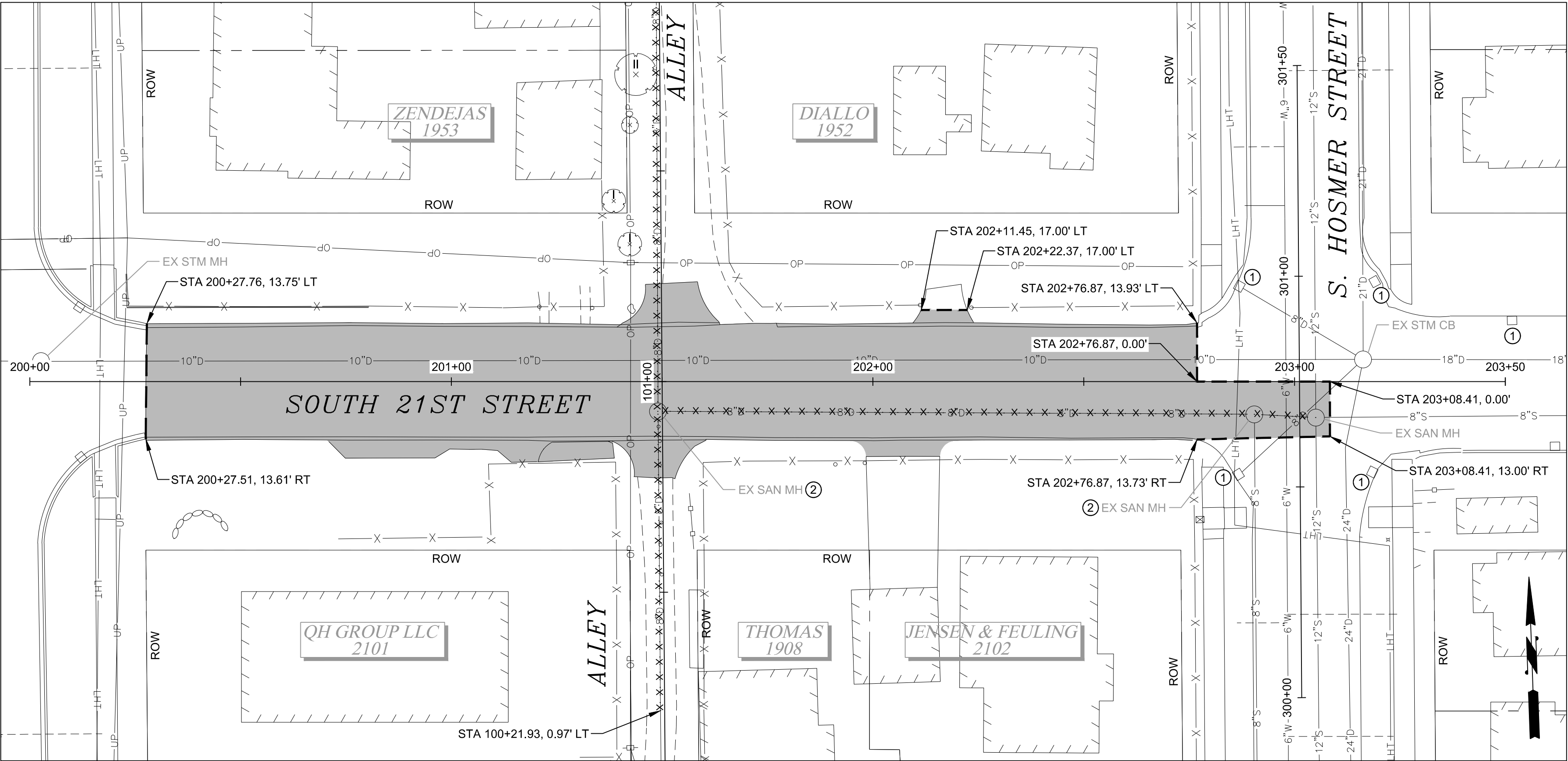
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							9/9/20	1" = 20'		JE	KB	JP	----		ENV-04023-06 PS Demo.dwg



CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

Wastewater Sewer Replacement
S. 21st S. & alley between S. Sprague Ave. & S. Hosmer St.
Demolition Plan and TESC

SPEC. NO.	ES20-0002S
WBS NO.	
SHEET NO.	ENV-04023-06
SHEET	6 of 10



DEMOLITION & TESC NOTES:

1. PROVIDE AND MAINTAIN INLET PROTECTION TO EXISTING AND NEW CATCH BASINS UNTIL END OF CONSTRUCTION ACTIVITIES. REMOVE WHEN CONSTRUCTION IS COMPLETED.
2. REMOVE EXISTING STRUCTURE.

GENERAL NOTES:

1. UTILITIES SHOWN ON THE PLAN AND PROFILE VIEW ARE APPROXIMATE LOCATIONS FROM BEST AVAILABLE INFORMATION AND MAY BE INCOMPLETE. UTILITY CROSSINGS ARE ONLY SHOWN ON THE PROFILE VIEW IF POTHOLE OR CONSTRUCTION DRAWING ELEVATIONS ARE AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE WWW.CALLBEFOREYOUTDIG.ORG.
2. CONTRACTOR SHALL PROTECT ALL EXISTING INFRASTRUCTURE NOT IDENTIFIED FOR REMOVAL.

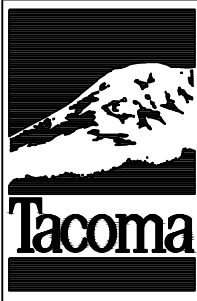
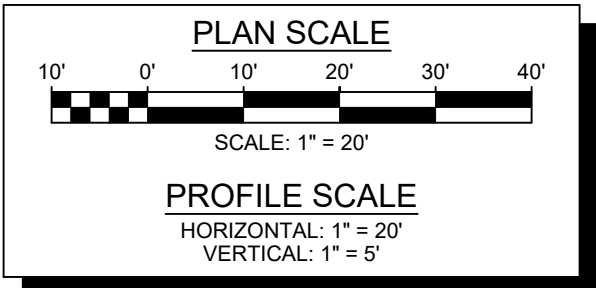
EXISTING PAVEMENT SECTIONS

2" ASPH

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STA ???+?? TO STA ???+??

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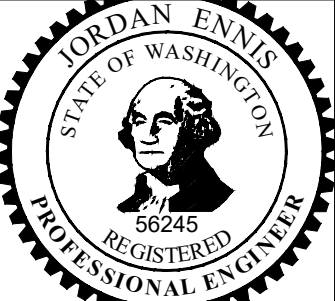


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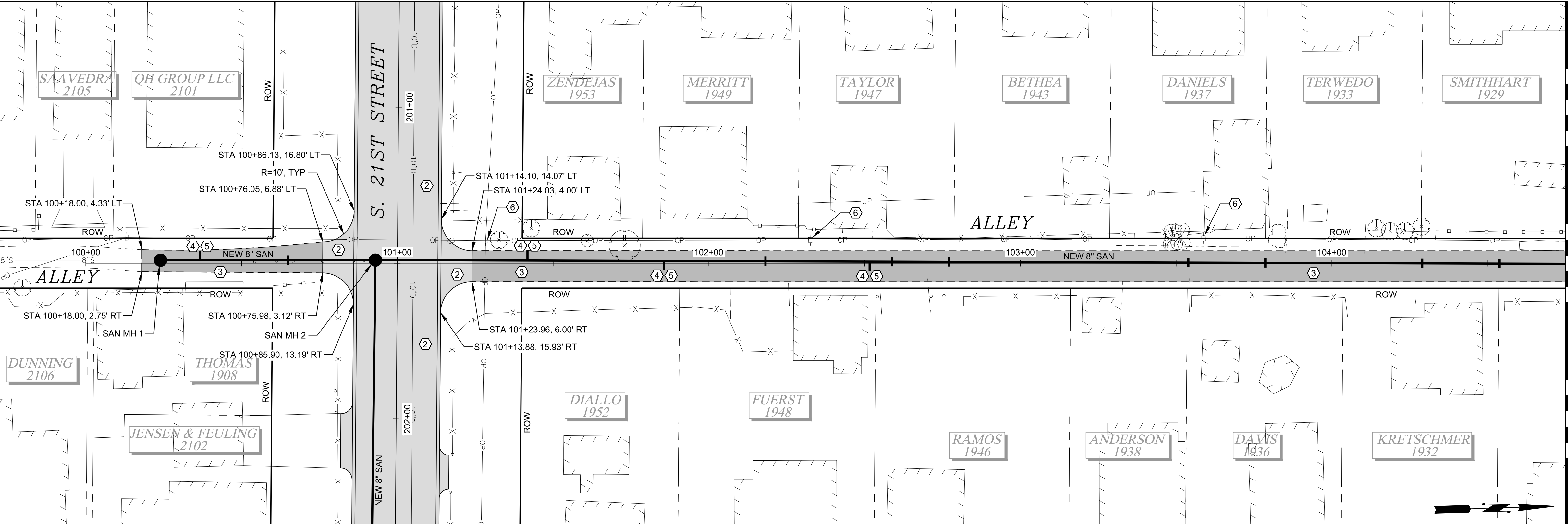
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DATE	DRAWN JP
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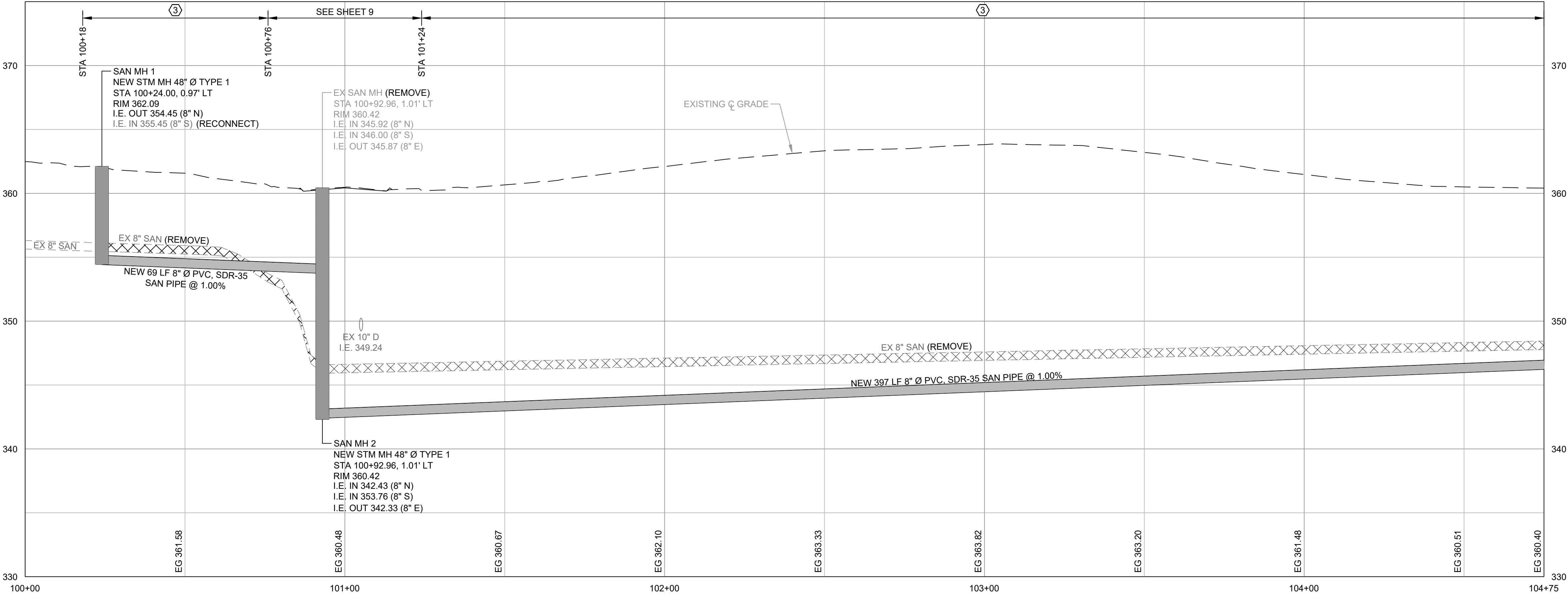
CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
Wastewater Sewer Replacement
S. 21st S. & alley between S. Sprague Ave. & S. Hosmer St.
Plan and Profile

SPEC. NO. ES20-0002S
WBS NO. ENV-04023-06
SHEET NO. SHEET 7 of 10



SEE SHEET 9

MATCHLINE STA 104+75 SEE SHEET 8



CONSTRUCTION NOTES:

- 1) CONSTRUCT POURED MONUMENT.
- 2) SHAPE TO GRADE AND PLACE 2" HMA CL 1/2" PG 64-22 OVER 2" CSTC, SEE SECTION **A**
- 3) SHAPE TO GRADE AND PLACE 2" CSTC, SEE SECTION **B**
- 4) CONNECT THE SIDE SEWER TO THE NEW MAIN AT THE ACTUAL LOCATION FOUND IN THE FIELD. REPLACE THE SIDE SEWER TO THE EXTENT DESCRIBED IN THE NOTES.
- 5) INSTALL A CLEANOUT AS DESCRIBED IN THE GENERAL NOTES.
- 6) SUPPORT EXISTING UTILITY POLE.

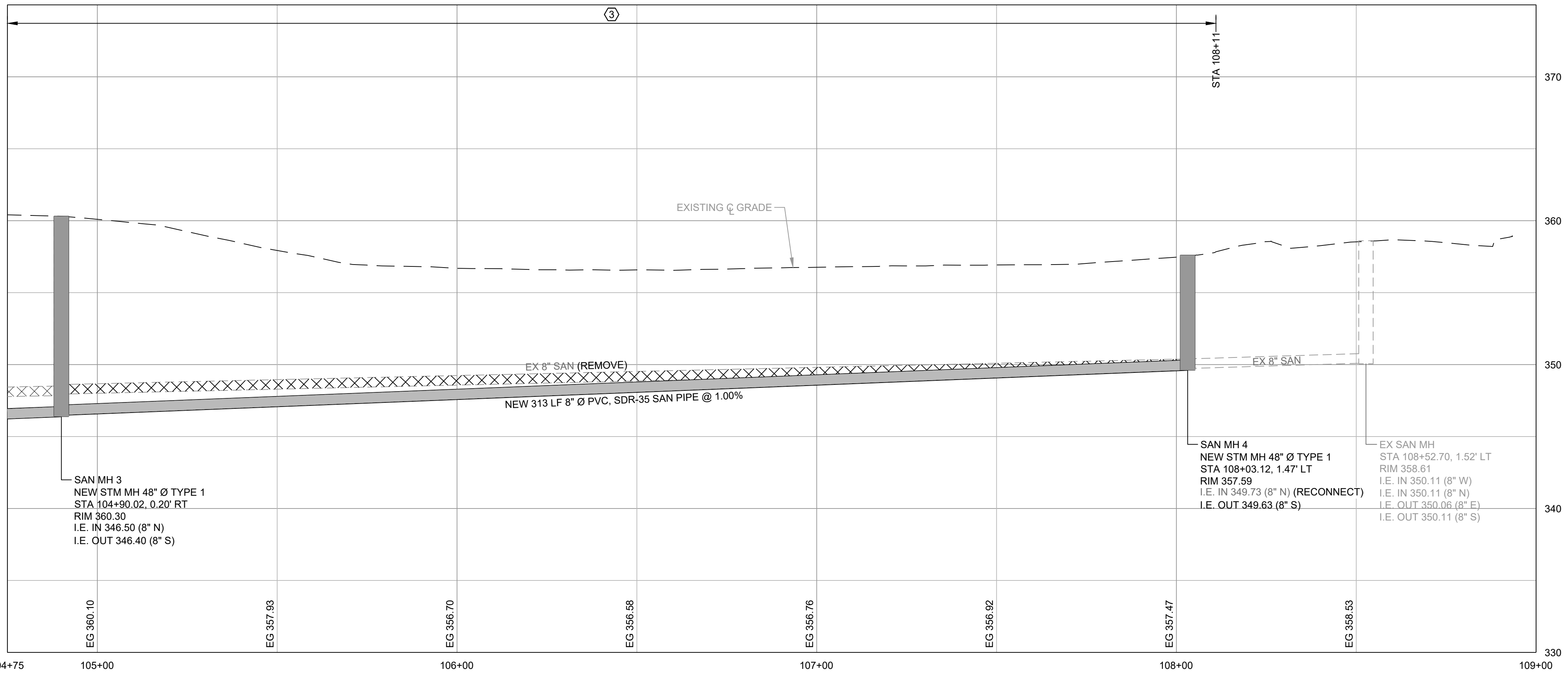
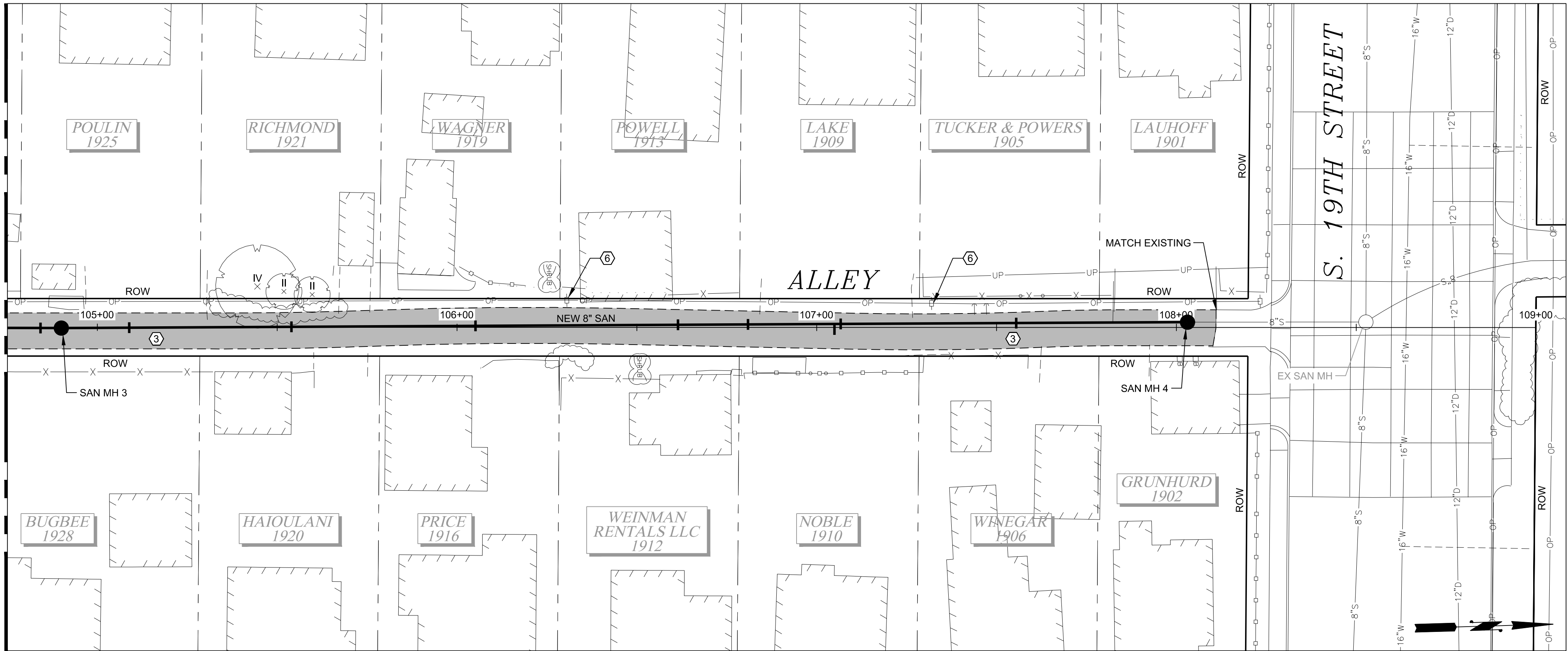
GENERAL NOTES:

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2. ALL SIDE SEWERS SHALL BE 6" DIAMETER UNLESS OTHERWISE STATED IN THE PLANS. THE SIDE SEWER PIPE MATERIAL SHALL BE IN ACCORDANCE WITH CITY OF TACOMA SPECIAL PROVISION 7-18. IF A SIDE SEWER IS LOCATED WITHIN 10' OF A WATER SERVICE, THE CONTRACTOR SHALL USE SOLID WALL PVC PRESSURE PIPE PER SECTION 7-18.3(1) OF THE CITY OF TACOMA SPECIAL PROVISIONS.
3. THE STATIONING PROVIDED IN THE SIDE SEWER TABLE IS ESTIMATED BASED ON THE VIDEO INSPECTION OF THE MAIN. THE LOCATION OF THE SIDE SEWER IS UNKNOWN PAST THE CONNECTION AT THE EXISTING MAIN.
4. AT A MINIMUM, REPLACE SIDE SEWERS TO THE EDGE OF THE PAVEMENT OR GRAVEL RESTORATION AND IN ACCORDANCE GENERAL NOTE NO. 5 OR 6, WHERE APPLICABLE. CONNECT TO THE EXISTING SIDE SEWER.
5. IN PAVED STREETS WHERE A CLEANOUT IS IDENTIFIED TO BE INSTALLED, EXTEND THE REPLACEMENT OF THE SIDE SEWER PER THE FOLLOWING:
A. TO 2' FRONT OF EXISTING SIDEWALK WHERE SIDEWALK IS NOT BEING REPLACED; OR
B. TO 2' BACK OF NEW SIDEWALK WHERE SIDEWALK IS BEING REPLACED; OR
C. TO 2' BACK OF PROJECTED SIDEWALK WHERE NO SIDEWALK CURRENTLY EXISTS; OR
D. AS DIRECTED BY THE ENGINEER.
- IF THE CLEANOUT LOCATION INTERFERES WITH EXISTING IMPROVEMENTS NOT IDENTIFIED FOR REPLACEMENT, SUCH AS CURB AND GUTTER, DRIVEWAYS, OR MATURE LANDSCAPING, ELIMINATE THE CLEANOUT AND REPLACE THE SIDE SEWER TO THE EDGE OF THE PAVEMENT OR GRAVEL RESTORATION.
6. IN ALLEYS WHERE A CLEANOUT IS IDENTIFIED TO BE INSTALLED, EXTEND THE REPLACEMENT OF THE SIDE SEWER TO THE NEW CLEANOUT. THE NEW CLEANOUT SHALL BE LOCATED IN THE RIGHT OF WAY 2' FROM THE PROPERTY LINE OR AS DIRECTED BY THE ENGINEER.

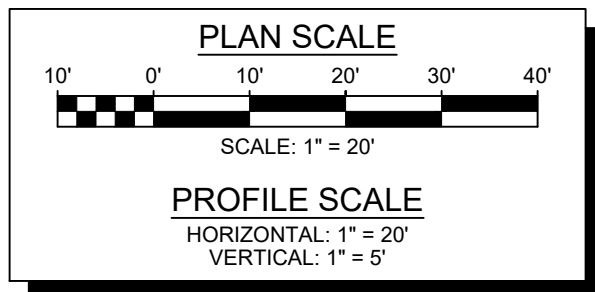
SIDE SEWER TABLE

APPROX. STA	DIRECTION
100+37	LEFT
100+65	?
101+42	LEFT
101+86	RIGHT
102+18	?
102+52	RIGHT
102+59	?
102+77	?
103+54	?
103+79	?
104+29	?
104+54	?

NOTE: STATIONING OF EXISTING SIDE SEWER IS ESTIMATED BASED ON VIDEO INSPECTION OF MAIN. LOCATION OF EXISTING SIDE SEWER AT POINT OF RECONNECTION IS UNKNOWN.

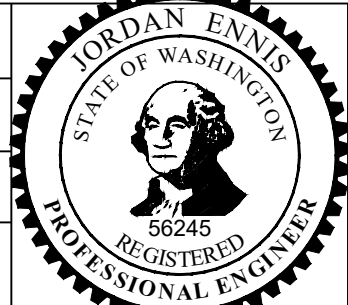


60% DESIGN SUBMITTAL



NO	REVISION	DATE APPD

FINAL CONSTRUCTION CHECKED BY DATE	DATE	SCALE
	9/9/20	1" = 20'
	DESIGNED JE	CHECKED KB
	DRAWN JP	PROJECT NAME ----
FIELD BOOKS	DRAWING NAME ENV-04023-06 PS PP 1.dwg	



CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

Wastewater Sewer Replacement
S. 21st St. & alley between S. Sprague Ave. & S. Hosmer St.
Plan and Profile

SPEC. NO.

ES20-0002S



WBS NO.

ENV-04023-06

SHEET NO.

SHEET 8 OF 10

CONSTRUCTION NOTES:

- ① CONSTRUCT POURED MONUMENT.
- ② SHAPE TO GRADE AND PLACE 2" HMA CL 1/2" PG 64-22 OVER 2" CSTC, SEE SECTION 
- ③ SHAPE TO GRADE AND PLACE 2" CSTC, SEE SECTION 
- ④ CONNECT THE SIDE SEWER TO THE NEW MAIN AT THE ACTUAL LOCATION FOUND IN THE FIELD. REPLACE THE SIDE SEWER TO THE EXTENT DESCRIBED IN THE NOTES.
- ⑤ INSTALL A CLEANOUT AS DESCRIBED IN THE GENERAL NOTES.
- ⑥ SUPPORT EXISTING UTILITY POLE.

GENERAL NOTES:

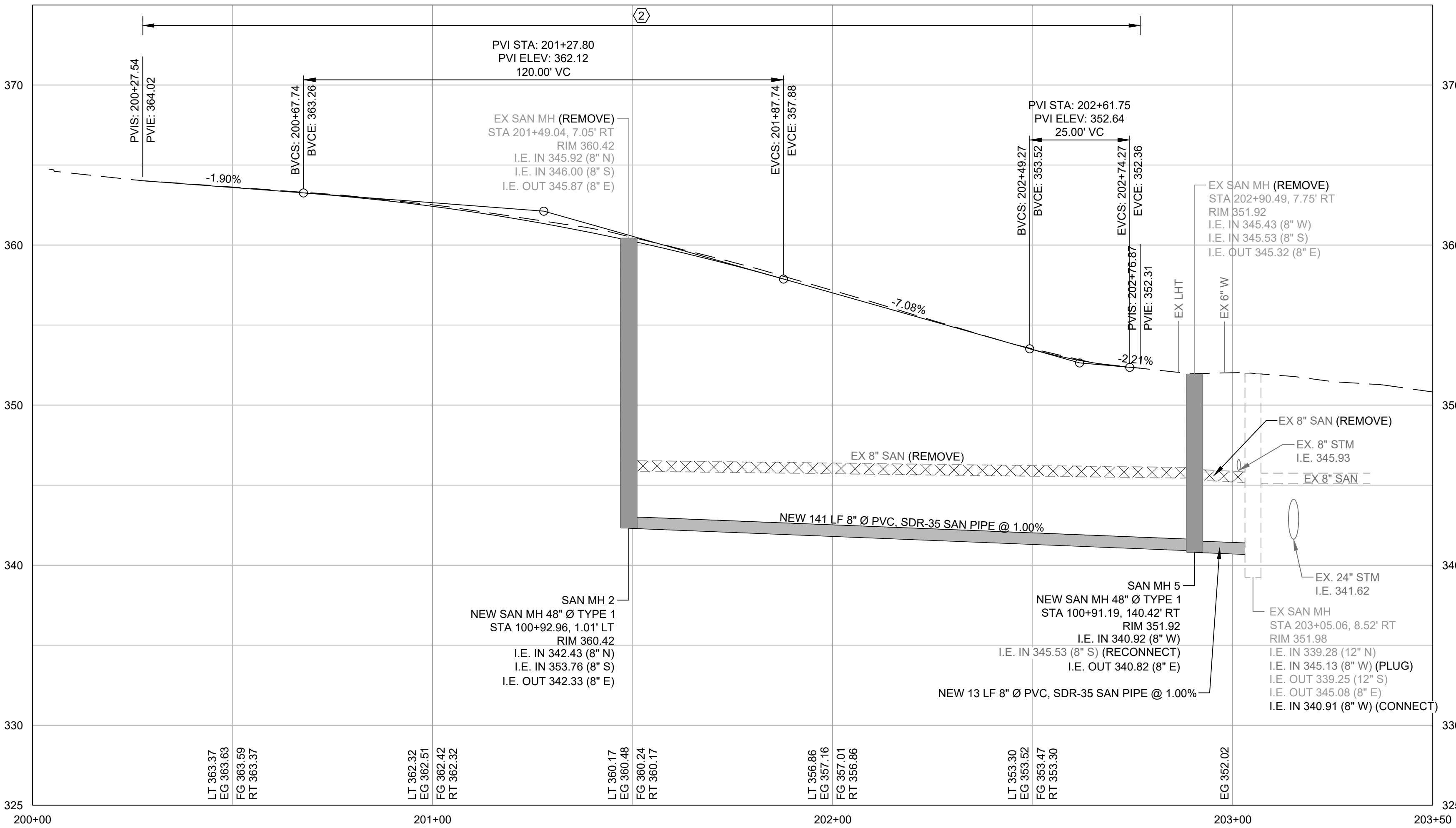
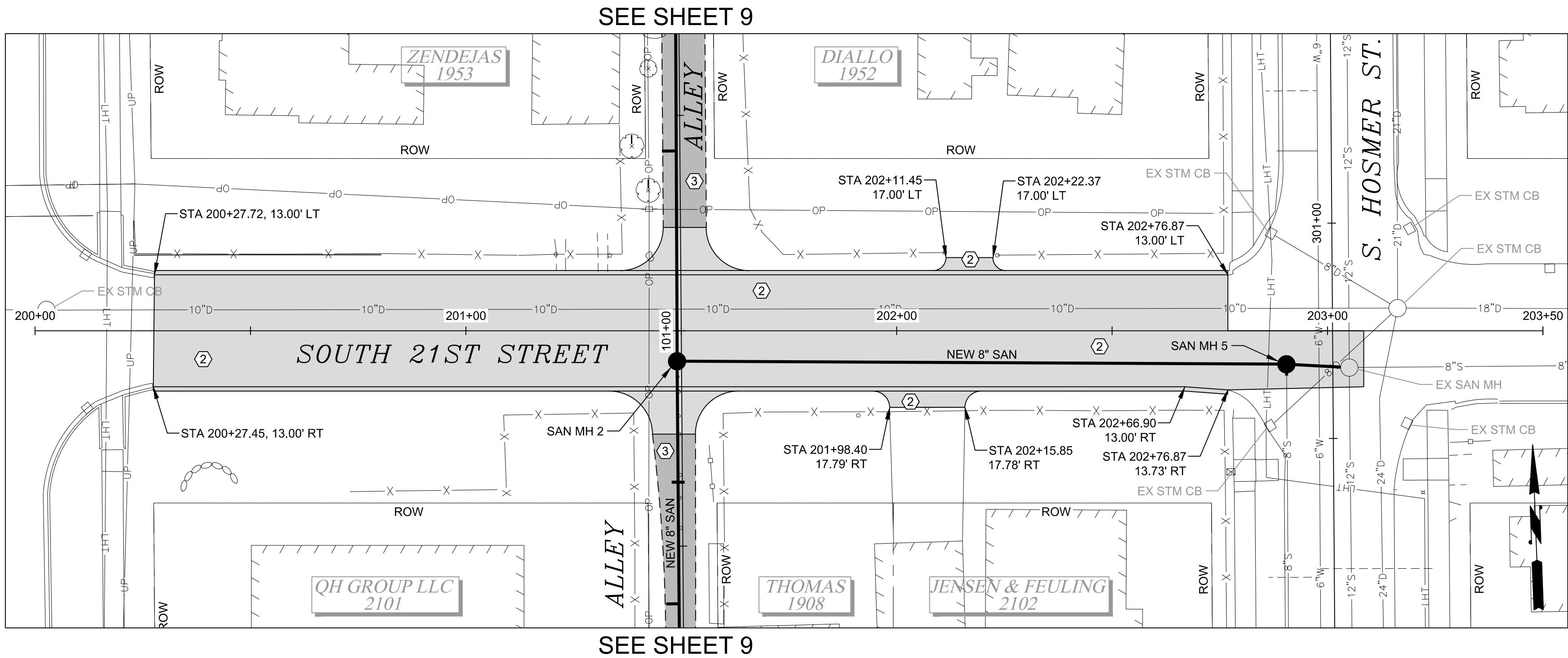
1. UTILITIES SHOWN ON THE PLAN AND PROFILE VIEW ARE APPROXIMATE LOCATIONS FROM BEST AVAILABLE INFORMATION AND MAY BE INCOMPLETE. UTILITY CROSSINGS ARE ONLY SHOWN ON THE PROFILE VIEW IF POTHOLE OR RECORD DRAWING ELEVATIONS ARE AVAILABLE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING AND PROTECTING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE WWW.CALLBEFOREYOU.DIG.ORG.
 2. ALL SIDE SEWERS SHALL BE 6" DIAMETER UNLESS OTHERWISE SHOWN ON PLANS. THE SIDE SEWER PIPE MATERIAL SHALL BE IN ACCORDANCE WITH CITY OF TACOMA SPECIAL PROVISION 7-18. IF A SIDE SEWER IS LOCATED WITHIN 10' OF A WATER SERVICE, THE CONTRACTOR SHALL USE SOLID WALL PVC PRESSURE PIPE PER SECTION 7-18.3(1) OF THE CITY OF TACOMA SPECIAL PROVISIONS.
 3. THE STATIONING PROVIDED IN THE SIDE SEWER TABLE IS ESTIMATED BASED ON THE VIDEO INSPECTION OF THE MAIN. THE LOCATION OF THE SIDE SEWER IS UNKNOWN PAST THE CONNECTION AT THE EXISTING MAIN.
 4. AT A MINIMUM, REPLACE SIDE SEWERS TO THE EDGE OF THE PAVEMENT OR GRAVEL RESTORATION AND IN ACCORDANCE WITH SECTION NO. 5 OF WHERE APPLICABLE. CONNECT TO THE EXISTING SIDE SEWER.
 5. IN PAVED STREETS WHERE A CLEANOUT IS IDENTIFIED TO BE INSTALLED, EXTEND THE REPLACEMENT OF THE SIDE SEWER PER THE FOLLOWING:
 - A. TO 2' FRONT OF EXISTING SIDEWALK WHERE SIDEWALK IS BEING REPLACED; OR
 - B. TO 2' BACK OF NEW SIDEWALK WHERE SIDEWALK IS BEING REPLACED; OR
 - C. TO 2' BACK OF PROJECTED SIDEWALK WHERE NO SIDEWALK CURRENTLY EXISTS; OR
 - D. AS DIRECTED BY THE ENGINEER.
- IF THE CLEANOUT LOCATION INTERFERES WITH EXISTING IMPROVEMENTS NOT IDENTIFIED FOR REPLACEMENT, SUCH AS CURB AND GUTTER, DRIVEWAYS, OR MATURE LANDSCAPING, ELIMINATE THE CLEANOUT AND REPLACE THE SIDE SEWER TO THE EDGE OF THE PAVEMENT OR GRAVEL RESTORATION.
6. IN ALLEYS WHERE A CLEANOUT IS IDENTIFIED TO BE INSTALLED, EXTEND THE REPLACEMENT OF THE SIDE SEWER TO THE NEW CLEANOUT. THE NEW CLEANOUT SHALL BE LOCATED IN THE RIGHT OF WAY 2' FROM THE PROPERTY LINE OR AS DIRECTED BY THE ENGINEER.


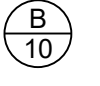
SIDE SEWER TABLE

<u>APPROX. STA</u>	<u>DIRECTION</u>
104+84	?
105+09	?
105+54	?
106+05	?
106+61	?
106+81	?
107+05	RIGHT
107+07	?
107+55	?

NOTE: STATIONING OF EXISTING SIDE SEWER IS ESTIMATED BASED ON VIDEO INSPECTION OF MAIN. LOCATION OF EXISTING SIDE SEWER AT POINT OF RECONNECTION IS UNKNOWN.

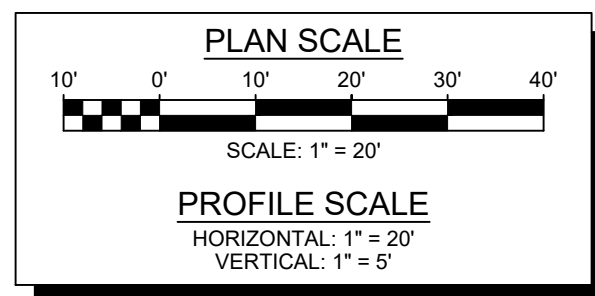
DATE: 9/9/2020 10:34 AM PATH: P:\ENVSERVICES\PROJECTS\SANST\MEN-04023-06 ALLEY BETWEEN SPRAGUE AND HOSMER\PRODUCTION SET FILE: ENV-04023-06 PS PP 2 LAYOUT: 9 PP



- CONSTRUCTION NOTES:**
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 - AT A MINIMUM, REPLACE SIDE SEWERS TO THE EDGE OF THE PAVEMENT OR GRAVEL RESTORATION AND IN ACCORDANCE GENERAL NOTE NO. 5 OR 6, WHERE APPLICABLE. CONNECT TO THE EXISTING SIDE SEWER.
 - IN PAVED STREETS WHERE A CLEANOUT IS IDENTIFIED TO BE INSTALLED, EXTEND THE REPLACEMENT OF THE SIDE SEWER PER THE FOLLOWING:
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 - D. AS DIRECTED BY THE ENGINEER.
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60% DESIGN SUBMITTAL



NO REVISION

DATE

APPD

FINAL CONSTRUCTION CHECKED	
BY	DATE
DESIGNED	DATE
DRAWN	DATE
FIELD BOOKS	DATE

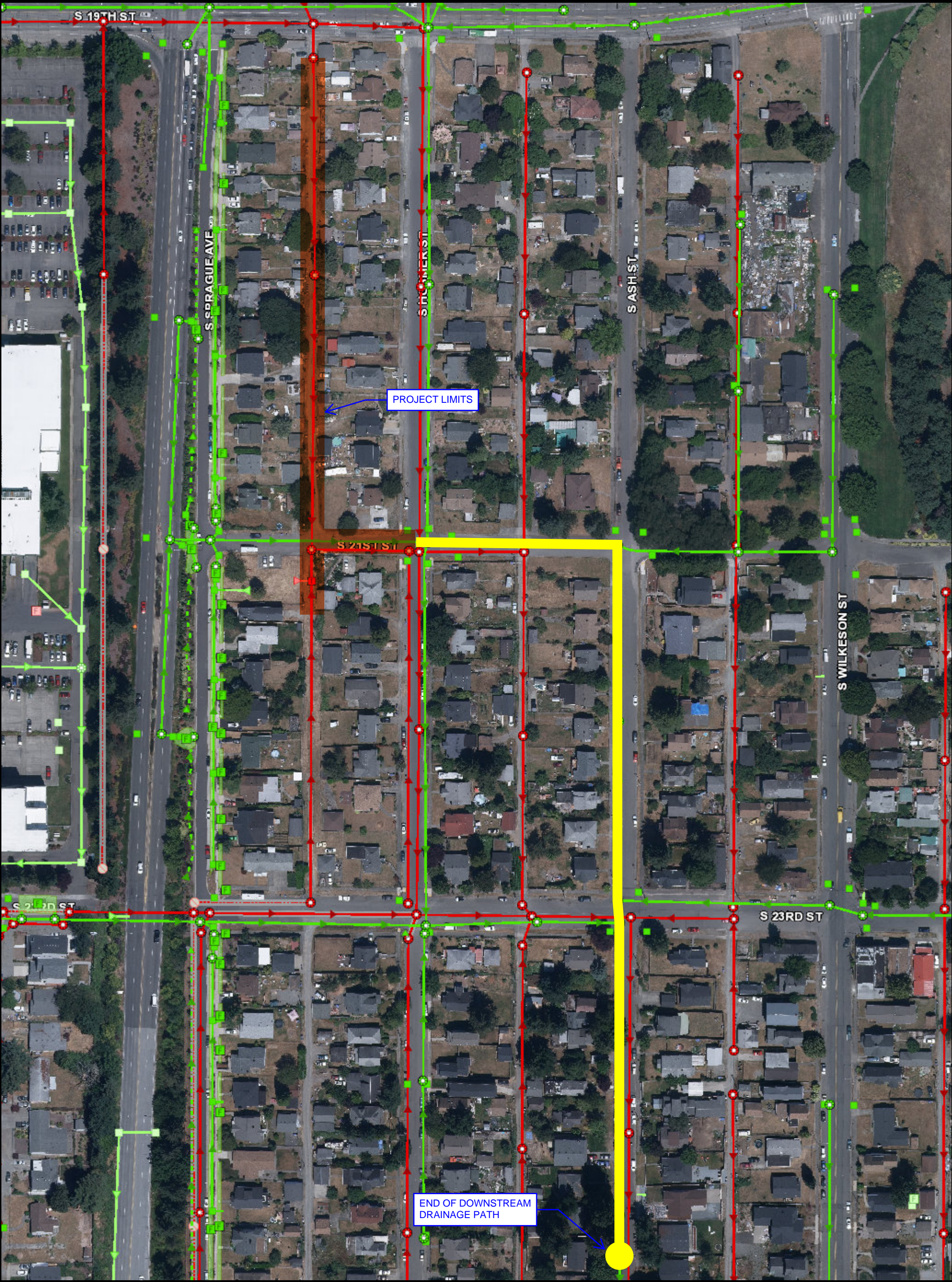
DATE	9/9/20
DESIGNED	JE
DRAWN	JP
DRAWING NAME	ENV-04023-06 PS PP 2.dwg



CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
Wastewater Sewer Replacement
S. 21st S. & alley between S. Sprague Ave. & S. Hosmer St.
Plan and Profile

SPEC. NO.	ES20-0002S
WBS NO.	
SHEET NO.	ENV-04023-06
SHEET	9 of 10

Downstream Drainage Path



Appendix B – Completed Infeasibility Checklists



City of Tacoma
Environmental Services Department

Surface Type: Other Hard Surfaces
BMP L611: Concentrated Flow Dispersion
City of Tacoma Permit Number: ENV-04023-06
Date Prepared: 10/22/2020

	Yes	No	N/A
Can the dispersion BMP be placed 10 feet or more from any building structure?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can the dispersion BMP be placed 5 feet or more from any other structure or property line?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Can the dispersion BMP be placed 50 feet or more from the top of a steep slope (15% or greater)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Can the dispersion BMP be placed 10 feet or more from septic tanks and septic drainfields?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
For dispersion trenches, is there a 25 foot or greater vegetated flowpath between the discharge point from the dispersion BMP and any property line, structure, steep slope, stream, lake, wetland, or other hard surface for concentrating flows onto a rock pad?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
For rock pads, is there a 50 foot or greater vegetated flowpath between the discharge point from the dispersion BMP and any property line, structure, steep slope, stream, lake, wetland, or other hard surface for concentrating flows onto a rock pad?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Will installing concentrated flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is not feasible).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Please check the box next to those items that apply. Answer requires a report prepared by professional.			
Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act			<input type="checkbox"/>
Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts			<input type="checkbox"/>
Public health and safety standards			<input type="checkbox"/>
Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way			<input type="checkbox"/>
Critical Area Preservation Ordinance			<input type="checkbox"/>

Appendix C – Temporary Erosion and Sediment Control BMPs

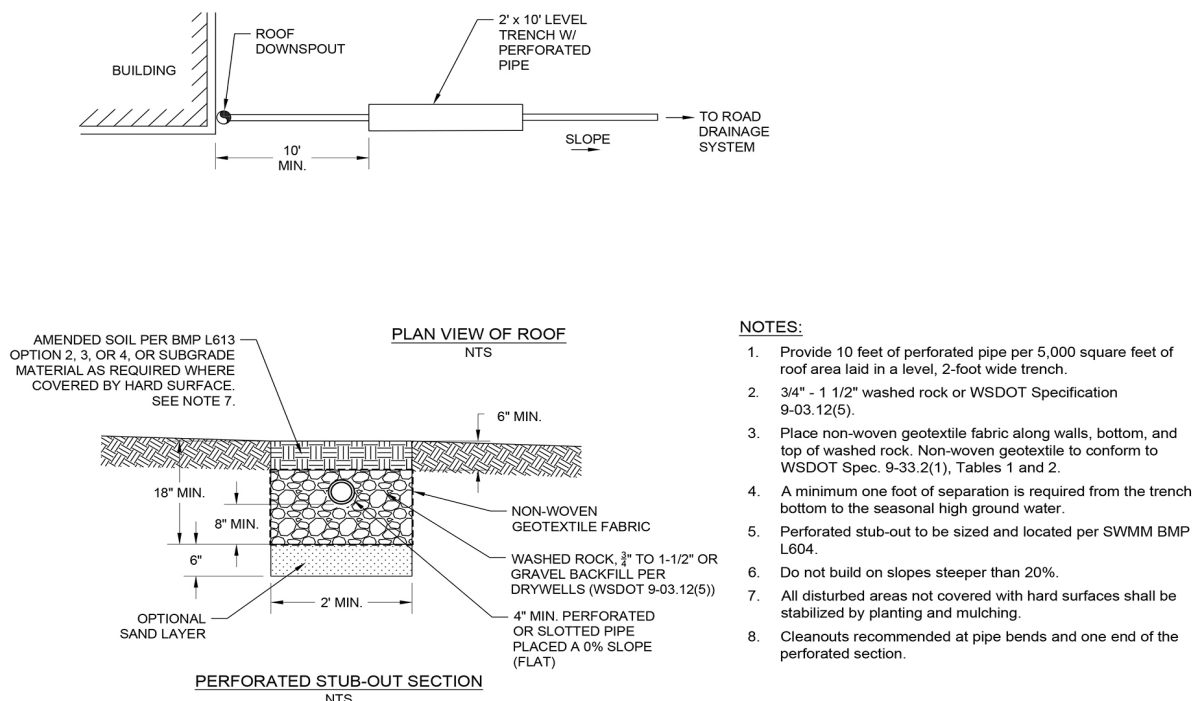
2.5.4 Flow Credit for Perforated Stubouts

Flow credits are not applicable to perforated stub-out connections. Any flow reduction is variable and unpredictable. No computer modeling techniques are allowed that would predict any reduction in flow rates and volumes from the connected area.

2.5.5 Maintenance Criteria

Per Minimum Requirement #9, an operation and maintenance plan shall be prepared for all stormwater management facilities. Maintenance shall be a basic consideration in design and cost-determination of the stormwater management facility.

Facilities shall be designed and constructed to be safely and easily inspected by one person and safely and easily maintained. This may require the construction of additional inspection ports or access manholes



**CITY OF TACOMA
GREEN STORMWATER INFRASTRUCTURE
TYPICAL DETAILS**

PERFORATED STUB-OUT CONNECTION

FIGURE NO.

007

January 2016

Figure 3 - 9. Perforated Stub-Out Connections

2.6 BMP L605 Collect and Convey

Where it can be demonstrated that infiltration and dispersion are not feasible for roof downspout controls, it may be allowable to collect and convey to the City stormwater system. This may be either the curb and gutter, if present, or the actual pipe and structure conveyance system. Connections to the curb and gutter or asphalt wedge curb shall comply with City of Tacoma Standard Plans SU-29 and SU-29a available at govme.org under Standard Plans.

Conveyance to the curb will only be allowed if a catch basin is located within 350 feet downstream of the discharge point. If a catch basin is not located within 350 feet of the discharge location, a storm main extension shall be required.

Minimum pipe size for conveyance to the curb shall be 3 inches in diameter. Where capacity greater than a 3 inch diameter pipe is required, Environmental Services shall review the proposal and may require a storm main extension.

NOTE: Environmental Services will only approve on a case-by-case basis those facilities that would require more than one through-curb discharge point.

For total roof areas 2,000 to 5,000 sf, roof runoff may be allowed to be collected and conveyed to either the curb or directly connected to a structure. The runoff shall not be conveyed over driveways, sidewalks or other areas reserved for pedestrian traffic. A detail for the discharge shall be submitted to Environmental Services for review and approval.

An analysis of the downstream system may be required before the applicant can discharge stormwater to the City system. See Minimum Requirement #10 (Vol. 1, Sec. 3.4.10) to determine if an analysis of the downstream system will be required.

No flow credits will be allowed for the collect and convey option.

Chapter 4 Soil Quality BMPs

4.1 BMP L613 Post-Construction Soil Quality and Depth

4.1.1 Purpose and Definition

Naturally occurring (undisturbed) soil and vegetation provide important stormwater functions including: water infiltration; nutrient, sediment, and pollutant adsorption; sediment and pollutant biofiltration; water interflow storage and transmission; and pollutant decomposition. These functions are largely lost when development strips away native soil and vegetation and replaces it with minimal topsoil and sod. Not only are these important stormwater functions lost, but such landscapes themselves become pollution generating pervious surfaces due to increased use of pesticides, fertilizers and other landscaping and household/industrial chemicals, the concentration of pet wastes, and pollutants that accompany roadside litter.

4.1.2 Applications and Limitations

- Soil amendments are required for the disturbed areas of sites subject to Minimum Requirement #5.
- Where Minimum Requirement #5 does not apply, and the site is proposing a traditional lawn installation, compost-amended lawn soil is strongly encouraged.
- Use soil amendments in areas that will be incorporated into the stormwater drainage system such as vegetated channels, rain gardens, bioretention areas, and lawn and landscaped areas.
- Soil organic matter can be attained using various materials such as compost, composted woody material, biosolids, and first product residuals. The material used to meet the soil quality and depth BMP shall be appropriate and beneficial to plant establishment.
- Imported topsoils shall not have an excessive percent of fines.

4.1.3 Infeasibility Criteria for Soil Quality BMPs

- Post-Construction soil quality and depth is considered infeasible on slopes greater than 33%. Citation of this infeasibility criterion requires evaluation of site specific conditions.
- If any of the competing needs criteria are met (Vol 1, Sec 3.4.5.7).

4.1.4 Design Criteria

Soil Retention

- Retain the duff layer and native topsoil in an undisturbed state to the maximum extent practicable. In any areas requiring grading, remove and stockpile the duff layer and topsoil onsite in a designated, controlled area, not adjacent to public resources and critical areas, to be reapplied to other portions of the site where feasible. Use appropriate BMPs to ensure retained soil does not enter the stormwater system.

Soil Quality

- All areas subject to clearing and grading that will not be covered by impervious surface, incorporated into a drainage facility or engineered as structural fill or slope shall, at project completion, demonstrate the following:

- A topsoil layer with a minimum organic matter content of ten percent dry weight in planting beds, and minimum 5% organic matter content in turf areas, and a pH from 6.0 to 8.0 or matching the pH of the original undisturbed soil.
- The topsoil layer shall have a minimum depth of eight inches except where tree roots limit the depth of incorporation of amendments needed to meet the criteria. Subsoils below the topsoil layer should be scarified at least 4 inches with some incorporation of the upper material to avoid stratified layers, where feasible.
- Planting beds have been mulched with 2 inches of organic material
- To meet the organic content requirements above use either:
 - A compost meeting the definition for “composted material” per WAC 173-350-100 and complying with standards in WAC 173-350-220, except the feedstock may contain biosolids or manure feedstocks.
 - Compost applied at the Preapproved Rate (see Table 3 - 1) meeting the following specifications:
 - Meet the definition for “composted material” per WAC 173-350-100 and comply with standards in WAC 173-350-220, except the feedstock may contain biosolids or manure feedstocks.
 - Have no visible water or dust during handling.
 - Have soil organic matter content of 40% to 65%.
 - Have a carbon to nitrogen ratio below 25:1. Carbon to nitrogen ratio may be as high as 35:1 for plantings composed entirely of plants native to the Puget Sound Lowlands region.

City of Tacoma TAGRO mix can be used as an alternative to the compost component.

Compost specifications can also be found in Volume 5, Appendix E.

OR

- Compost applied at a Calculated Rate (see Table 3 - 2) meeting the following specifications:
 - Meet the definition for “composted material” per WAC 173-350-100 and comply with standards in WAC 173-350-220, except the feedstock may contain biosolids or manure feedstocks.
 - Have no visible water or dust during handling.
 - Have soil organic matter content of 40% to 65%.
 - Have a carbon to nitrogen ratio below 25:1. Carbon to nitrogen ratio may be as high as 35:1 for plantings composed entirely of plants native to the Puget Sound Lowlands region.

City of Tacoma TAGRO mix can be used as an alternative to the compost component.

Compost specifications can also be found in Volume 5, Appendix E.

OR

- Other organic material applied at a Calculated Rate (see Table 3 - 2) meeting the following specifications:
 - Have a carbon to nitrogen ratio below 25:1. Carbon to nitrogen ratio may be as high as 35:1 for plantings composed entirely of plants native to the Puget Sound Lowlands region.
- Not exceeding contaminant limits identified in Table 220-B, Testing Parameters, in WAC 173-350-220.
- The resulting soil shall be conducive to the type of vegetation to be established.

City of Tacoma Standard Plan GSI-01 provides a graphical representation of BMP L613. The Standard Plan is available in Volume 6, Appendix B.

4.1.5 Implementation Options:

Use one of the following options to meet the post construction soil quality and depth requirements. Use the information in this BMP and the most recent version of "Guidelines for Resources for Implementing Soil Quality and Depth BMP T5.13" to meet the requirements of this BMP. This guidance can be found online at: www.buildingsoil.org.

- Option 1.** Leave native vegetation and soil undisturbed, and protect from compaction during construction.
- Option 2.** Amend existing site topsoil or subsoil either at default Preapproved Rates (see Table 3 - 1), or at Calculated Rate (see Table 3 - 2) based on tests of the soil and amendment.
- Option 3.** Stockpile existing topsoil during grading, and replace it prior to planting. Stockpiled topsoil must also be amended if needed to meet the organic matter or depth requirements, either at a default Preapproved Rates (see Table 3 - 1) or at a Calculated Rate (see Table 3 - 2).
- Option 4.** Import topsoil mix of sufficient organic content and depth to meet the requirements.

More than one method may be used on different portions of the same site. Soil that already meets the depth and organic matter quality standards, and is not compacted, does not need to be amended. On the plan set clearly hatch or otherwise mark the locations where this BMP will be employed. On the plan set, include the method that will be used to meet this BMP.

Table 3 - 4: Amendment Options

OPTION 1: Leave native vegetation and soil undisturbed, and protect from compaction during construction	
<p>Identify areas of the site that will not be stripped, logged, graded or driven on, and fence off those areas to prevent impacts during construction. If neither soils nor vegetation are disturbed these areas do not require amendments.</p>	
OPTION 2: Amend existing site topsoil or subsoil either at Preapproved Rate or at Calculated Rate based on the tests of the soil and amendments	
Scarification <ul style="list-style-type: none"> • Scarify or till subgrade to 8 inches depth (or to depth needed to achieve a total depth of 12 inches of uncompacted soil after calculated amount of amendment is added). • Entire surface should be disturbed by scarification. • Do not scarify within drip line of existing trees to be retained. • Amend soil to meet required organic content. 	
A. Planting Beds <ol style="list-style-type: none"> 1. PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of existing site soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches). 2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 10% organic content. <ul style="list-style-type: none"> • Rake beds to smooth and remove surface rocks larger than 2 inches diameter. • Mulch planting beds with 2 inches of organic mulch or stockpiled duff. 	B. Turf Areas <ol style="list-style-type: none"> 1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of existing site soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches). 2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 5% organic content. <ul style="list-style-type: none"> • Water or roll to compact soil to 85% of maximum dry density. • Rake to level, and remove surface rocks larger than 1 inch diameter.
OPTION 3: Stockpile existing topsoil during grading, and replace it prior to planting. Stockpiled topsoil must also be amended if needed to meet the organic matter or depth requirements, either at a default Preapproved Rate or at a Calculated Rate.	

Table 3 - 4: Amendment Options

Scarification. <ul style="list-style-type: none"> • If placed topsoil plus compost or other organic material will amount to less than 12 inches: Scarify or till subgrade to depth needed to achieve 12 inches of loosened soil after topsoil and amendment are placed. • Entire surface should be disturbed by scarification. • Do not scarify within drip line of existing trees to be retained. • Stockpile and cover soil with weed barrier material that sheds moisture yet allows air transmission, in approved location, prior to grading. • Replace stockpiled topsoil prior to planting. Amend if needed to meet required organic content. 	
A. Planting Beds <ol style="list-style-type: none"> 1. PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches). 2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 10% organic content. <ul style="list-style-type: none"> • Rake beds to smooth and remove surface rocks larger than 2 inches diameter. • Mulch planting beds with 2 inches of organic mulch or stockpiled duff. 	B. Turf Areas <ol style="list-style-type: none"> 1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches). 2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 5% organic content. <ul style="list-style-type: none"> • Water or roll to compact soil to 85% of maximum dry density. • Rake to level, and remove surface rocks larger than 1 inch diameter.
OPTION 4: Import topsoil mix of sufficient organic content and depth to meet the requirements.	
Scarification. <ul style="list-style-type: none"> • Scarify or till subgrade in two directions to 6 inches depth. • Entire surface should be disturbed by scarification. • Do not scarify within drip line of existing trees to be retained 	

Table 3 - 4: Amendment Options

<p>A. Planting Beds</p> <ul style="list-style-type: none"> • Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil portion must be sand or sandy loam as defined by the USDA. • Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. • Place second lift of 3 inches topsoil mix on surface. • Rake beds to smooth, and remove surface rocks over 2 inches diameter. • Mulch planting beds with 2 inches of organic mulch. 	<p>B. Turf Areas</p> <ul style="list-style-type: none"> • Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must be sand or sandy loam as defined by the USDA. • Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. • Place second lift of 3 inches topsoil mix on surface. • Water or roll to compact soil to 85% of maximum. • Rake to level, and remove surface rocks larger than 1 inch diameter
---	--

Table 3 - 5: Calculated Amendment Rate**CALCULATING CUSTOM AMENDMENT RATES TO ACHIEVE A TARGET SOIL ORGANIC MATTER CONTENT**

Where soils already have some organic content, it is often cost-effective to calculate the amount of compost amendment needed to achieve the target 10% soil organic matter for landscape beds or 5% for turf areas, rather than using the preapproved rates.

Custom amendment rates can be calculated using either the equation below, or the Compost Amendment Rate Calculator available as an Excel spreadsheet online at www.SoilsforSalmon.org.

EQUATION FOR CALCULATING COMPOST APPLICATION RATES:

Use this equation to calculate compost application rates to achieve the target final soil organic matter content (10% for landscape beds or 5% for turf areas) for a soil with a given bulk density and initial soil organic matter.

$$CR = D * \frac{SBD * (SOM\% - FOM\%)}{SBD * (SOM\% - FOM\%) - CBD * (COM\% - FOM\%)}$$

Where:

CR = Compost application rate (inches) calculated needed to achieve the target final organic matter (FOM)

D = Depth of finished incorporation (inches)

SBD = Soil bulk density (lb/cubic yard dry weight)*

SOM % = Initial soil organic matter (%)***

FOM% = Final target soil organic matter (%)***

CBD = Compost bulk density (lb/cubic yard dry weight)**

COM% = Compost organic matter (%)***

Assumption: This equation calculates compost rate using an additive approach. For example, a 3-inch compost rate incorporated to an 8-inch depth will be a final mix containing 3/8 compost and 5/8 soil by volume.

* To convert Soil Bulk Density in g/cm³ units to lb/cubic yard, multiply by 1697.

**To convert Compost Bulk Density from lb/cubic yard “as is” to lb/cubic yard dry weight, multiply by solids content.

***All Organic Matter measurements are based on the commonly used “loss-on-combustion” method.

4.1.6 Maintenance

- Establish soil quality and depth toward the end of construction and once established, protect from compaction, such as from large machinery use, and from erosion.
- Plant vegetation and mulch the amended soil area after installation.
- Leave plant debris or its equivalent on the soil surface to replenish organic matter.
- Reduce and adjust, where possible, the use of irrigation, fertilizers, herbicides and pesticides, rather than continuing to implement formerly established practices. Follow Integrated Pest Management (IPM) techniques.

4.1.7 Flow Reduction Credits for BMP L613

In WWHM 2012, for sizing flow control devices, areas meeting the design guidelines may be modeled as pasture rather than lawn. The deduction cannot be applied to pollutant-generating surfaces. If the thresholds for water quality treatment are met, water quality treatment is required.

Flow reduction credits can be taken in runoff modeling when Post-Construction Soil Quality and Depth is used as part of a dispersion design under the conditions described in:

- BMP L603 Downspout Dispersion Systems
- BMP L611 Concentrated Flow Dispersion
- BMP L612 Sheet Flow Dispersion

- Pave the mixing, production, and pouring areas. A sump drain in these areas is probably not advisable due to potential clogging problems, but could be used in a curing area. Sweep these areas to remove loose aggregate and recycle or dispose of properly.

4.4.2 BMP A302: Concrete Pouring, Concrete Cutting, and Asphalt Application at Temporary Sites

4.4.2.1 Description of Pollutant Sources

This activity applies to businesses and public agencies that apply asphalt or pour or cut concrete for building construction and remodeling, road construction, utility projects, sidewalk, curb and gutter repairs and construction, sealing of driveways and roofs, and other applications. These activities are typically done on a temporary site-to-site basis where permanent BMP measures do not apply. Concrete pouring activities can not only severely alter the pH of receiving waters, but slurry from aggregate washing can harden in storm pipes, thus reducing capacity and creating flooding problems.

Pollutants of concern include toxic hydrocarbons, toxic organic compounds, oils and greases, heavy metals, suspended solids, and pH.

4.4.2.2 Required BMPs

The following BMPs or equivalent measures are required of all businesses and agencies doing concrete pouring and asphalt application at temporary sites:

- Employees must be educated on the pollution hazards of concrete and asphalt application and cutting.
- Loose aggregate chunks and dust must be swept or shoveled and collected (not hosed down a storm drain) for recycling or proper disposal at the end of each work day, especially at work sites such as streets, driveways, parking lots, sidewalks, curbs, and gutters where rain can readily pick up the loose material and carry it to the nearest stormwater conveyance system. Small amounts of excess concrete, grout, and mortar can be disposed of in the trash.
- Storm drain covers or similarly effective containment devices must be placed over all nearby drains at the beginning of each day. Shovel or vacuum slurry and remove from the site. All accumulated runoff and solids must be collected and properly disposed (see BMP S102 for disposal options) at the end of each work day, or more often if necessary.
- Exposed aggregate washing, where the top layer of unhardened concrete is hosed or scraped off to leave a rough finish, must be done with a mechanism for containment and collection of the discarded concrete slurry (such as the storm drain covers mentioned above).
- Cleaning of concrete application and mixing equipment or concrete vehicles on the work site must be done in a designated area where the rinse water is controlled. Follow BMP C151 and BMP C154 in Volume 2.
- Comply with the following BMPs in Volume 2 as applicable:
 - BMP C151: Concrete Handling
 - BMP C152: Sawcutting and Surface Pollution Prevention
 - BMP C154: Concrete Washout Area

The use of any treatment BMP must not result in the violation of groundwater, surface water, or drinking water quality standards.

4.4.2.3 Recommended BMPs

The following BMPs are not required but can provide additional pollution prevention:

- Avoid the activity when rain is occurring or expected.
- If possible, portable asphalt mixing equipment should be covered by an awning, a lean-to, or another simple structure to avoid contact with rain. See BMP S104 for further details on cover structures.
- Recycle broken concrete and asphalt. Look under Recycling Services in the Yellow pages of the phone book to find the nearest recycler.

4.4.3 BMP A303: Manufacturing and Post-Processing of Metal Products

4.4.3.1 Description of Pollutant Sources

This activity applies to businesses such as mills, foundries, and fabricators that manufacture or post-process metal products. A variety of activities such as machining, grinding, soldering, cutting, welding, quenching, cooling, and rinsing may take place. These businesses may be required to obtain a National Pollutant Discharge Elimination System (NPDES) permit from the Department of Ecology or an Industrial Wastewater Discharge Permit from the City of Tacoma.

- Contact the Washington State Department of Ecology at 360-407-7541 for questions related to NPDES Industrial Stormwater Permitting.
- Contact the City of Tacoma Source Control at 253-591-5588 to determine if a City of Tacoma Industrial Wastewater Discharge Permit is necessary.

NOTE: Painting, finishing and coating of metal products is covered under BMP A307 Painting, Finishing, and Coating of Vehicles, Boats, Buildings, and Equipment.

Pollutants of concern include toxic organic compounds, heavy metals, oils and greases, pH, suspended solids, and biological oxygen demand (BOD).

4.4.3.2 Required BMPs

The following BMPs or equivalent measures are required of all businesses engaged in metals manufacturing or post-processing:

- Eliminate illicit connections to the storm drainage system. See BMP S101 for detailed information on identifying and eliminating illicit connections.
- Process wastewater (including contact cooling water, filter backwash, cooling tower blowdown, etc.), and stormwater runoff from activity areas, must discharge to a sanitary sewer, holding tank, or process treatment system before discharge to surface water or storm drain. Contact the City of Tacoma Source Control at 253-591-5588 to obtain permits for discharge to the sewer. See BMP S103 for detailed requirements.
- Employees must be educated to control their work with metal products to minimize pollution.
- The activity area must be swept at the end of each work day to collect and dispose of metal fragments and product residues properly. See BMP S102 for disposal alternatives.

4.4.3.3 Recommended BMPs

The following BMPs are not required but can provide additional pollution protection:

- Limit the amount of water used in quenching and rinsing. Recycle used water where possible.

4.4.5.3 Recommended BMPs for Commercial Composting

- Review the Washington State Department of Ecology (Ecology) publication which contains guidance for common practices that a facility can adopt to help run a successful program: Siting and Operating Composting Facilities in Washington State: Good Management Practices. This document is available at: <https://fortress.wa.gov/ecy/publications/summarypages/1107005.html>
- Review Ecology's Organic Materials Management Rules and Laws page for the information concerning composting facilities: <http://www.ecy.wa.gov/programs/swfa/organics/law.html>.

4.4.6 BMP A306: Landscaping and Lawn/Vegetation Management

4.4.6.1 Description of Pollutant Sources

Landscaping can include grading, soil transfer, vegetation removal, pesticide and fertilizer application, and watering. Stormwater contaminants include toxic organic compounds, heavy metals, oils, total suspended solids, coliform bacteria, fertilizers, and pesticides.

Lawn and vegetation management can include control of objectionable weeds, insects, mold, bacteria, and other pests with chemical pesticides and is conducted commercially at commercial, industrial, and residential sites. Examples include weed control on golf course lawns, access roads, and utility corridors and during landscaping; sap stain and insect control on lumber and logs; rooftop moss removal; killing nuisance rodents; fungicide application to patio decks; and residential lawn/plant care. Toxic pesticides such as pentachlorophenol, carbamates, and organometallics can be released to the environment by leaching and dripping from treated parts, container leaks, product misuse, and outside storage of pesticide contaminated materials and equipment. Poor management of the vegetation, poor application of pesticides or fertilizers, and non-targeted irrigation water or overwatering can cause appreciable stormwater contamination.

4.4.6.2 Required BMPs for Landscaping

- Install engineered soil/landscape systems to improve the infiltration and regulation of stormwater in landscaped areas. Apply BMP L613 Post-Construction Soil Quality and Depth BMPs as required per Minimum Requirement #5.
- Do not dispose of collected vegetation into wetlands, waterways or storm drainage systems.

4.4.6.3 Recommended BMPs for Landscaping

- Conduct mulch-mowing whenever practicable.
- Dispose of grass clippings, leaves, sticks, or other collected vegetation by composting, if feasible.
- Collect all clippings, leaves, bark, and trimmings blown onto the sidewalk or street. Don't leave this material in the gutter or where it can be washed into the storm drainage system.
- Use mulch or other erosion control measures when soils are exposed for more than one week during the dry season or two days during the rainy season.
- If oil or other chemicals are handled, store and maintain appropriate oil and chemical spill cleanup materials in readily accessible locations. Ensure that employees are familiar with proper spill cleanup procedures.

- Test soil before applying fertilizer to determine need for fertilization and appropriate type of fertilizer. Select fertilizers that are derived from natural and organic materials instead of synthetic chemical fertilizers. Till fertilizers into the soil rather than dumping or broadcasting onto the surface. Determine the proper fertilizer application for the types of soil and vegetation encountered.
- Till a topsoil mix or composted organic material into the soil to create a well-mixed transition layer that encourages deeper root systems and drought-resistant plants.
- Use manual and/or mechanical methods of vegetation removal rather than applying herbicides, where practical.
- Target irrigation water on vegetated areas and limit irrigation time to reduce the potential of carrying fertilizers and pesticides off-site.
- Plant growing trees. For more information on growing trees visit www.cityoftacoma.org/urbanforestry. Properly prune all trees

4.4.6.4 Required BMPs for the Use of Pesticides

- Develop and implement an integrated pest management system (IPM) (See BMP S108) and use pesticides only as a last resort.
- Implement a pesticide-use plan and include at a minimum: a list of selected pesticides and their specific uses; brands, formulations, application methods, and quantities to be used; equipment use and maintenance procedures; safety, storage, and disposal methods; and monitoring, record keeping, and public notice procedures. All procedures shall conform to the requirements of Chapter 17.21 RCW and Chapter 16-228 WAC (Appendix 4 – D.R.7).
- Choose the least toxic pesticide available that is capable of reducing the infestation to acceptable levels. The pesticide should readily degrade in the environment and/or have properties that strongly bind it to the soil. Any pest control used should be conducted at the life stage when the pest is most vulnerable. Any method used should be site-specific and not used wholesale over a wide area.
- Apply the pesticide according to label directions. Under no conditions shall pesticides be applied in quantities that exceed manufacturer's instructions.
- Mix the pesticides and clean the application equipment in an area where accidental spills will not enter surface or groundwaters, and will not contaminate the soil.
- Store pesticides in enclosed areas or in covered impervious containment. Ensure that pesticide contaminated stormwater or spills/leaks of pesticides are not discharged to storm drains. Do not hose down paved areas to a storm drain or conveyance ditch. Store and maintain appropriate spill cleanup materials in a location known to all near the storage area.
- Clean up any spilled pesticides and ensure that the pesticide contaminated waste materials are kept in designated covered and contained areas.
- The pesticide application equipment must be capable of immediate shutoff in the event of an emergency.
- Do not spray pesticides within 100 feet of open waters including wetlands; ponds; and streams, sloughs, and any drainage ditch or channel that leads to open water, except when approved by Ecology or by the City of Tacoma. All sensitive areas including wells, creeks, and wetlands must be flagged prior to spraying.

- As required by the City of Tacoma or by Ecology, complete public posting of the area to be sprayed prior to the application.
- Spray applications should only be conducted during weather conditions as specified in the label direction and applicable local and state regulations. Do not apply during rain or immediately before expected rain.
- Pesticides shall not be applied to stormwater management facilities.

4.4.6.5 Recommended BMPs for the use of Pesticides

- Consider alternatives to the use of pesticides such as covering or harvesting weeds, substitute vegetative growth, and manual weed control/moss removal.
- Consider the use of soil amendments, such as compost, that are known to control some common diseases in plants, such as Pythium root rot, ashy stem blight, and parasitic nematodes. The following are three possible mechanisms for disease control by compost addition (USEPA Publication 530-F-9-044):
 - Successful competition for nutrients by antibiotic production;
 - Successful predation against pathogens by beneficial microorganism; and
 - Activation of disease-resistant genes in plants by composts.

Installing an amended soil/landscape system can preserve both the plant system and the soil system more effectively. This type of approach provides a soil/landscape system with adequate depth, permeability, and organic matter to sustain itself and continue working as an effective stormwater infiltration system and a sustainable nutrient cycle.

- Once a pesticide is applied, its effectiveness should be evaluated for possible improvement. Records should be kept showing the applicability and inapplicability of the pesticides considered.
- An annual evaluation procedure should be developed including a review of the effectiveness of pesticide applications, impact on buffers and sensitive areas (including potable wells), public concerns, and recent toxicological information on pesticides used/proposed for use. If individual or public potable wells are located in the proximity of commercial pesticide applications, contact the regional Ecology hydrologist to determine if additional pesticide application control measures are necessary.
- Rinsate from equipment cleaning and/or triple-rinsing of pesticide containers should be used as product or recycled into product.

For more information, contact the WSU Extension Home-Assist Program at 253-445-4500; Bio-Integral Resource Center (BIRC), P.O. Box 7414, Berkeley, CA 94707; or the Washington Department of Ecology to obtain “Hazardous Waste Pesticides” (Publication #89-41); contact EPA to obtain a publication entitled “Suspended, Canceled and Restricted Pesticides” which lists all restricted pesticides and the specific uses that are allowed. Valuable information from these sources may also be available on the internet.

4.4.6.6 Required BMPs for Vegetation Management

- Use at least an eight-inch topsoil layer with at least 8 percent organic matter to provide a sufficient vegetation-growing medium.
- Select the appropriate turf grass mixture for climate and soil type based on recommendations from a licensed landscape architect.

- Selection of desired plant species can be made by adjusting the soil properties of the subject site. For example, a constructed wetland can be designed to resist the invasion of reed canary grass by layering specific strata of organic matters (e.g., compost forest product residuals) and creating a mildly acidic pH and carbon-rich soil medium. Consult a soil restoration specialist for site-specific conditions.
- Aerate lawns regularly in areas of heavy use, where the soil tends to become compacted. Aeration shall be conducted while the grasses in the lawn are growing most vigorously. Remove layers of thatch greater than ¾-inch deep.
- Set the mowing height at the highest acceptable level and mow at times and intervals designed to minimize stress on the turf. Generally mowing only 1/3 of the grass blade height will prevent stressing the turf.

4.4.6.7 Required BMPs for the Use of Fertilizers

- Fertilization needs vary by site depending on plant, soil, and climatic conditions. Evaluation of soil nutrient levels through regular testing ensures the best possible efficiency and economy of fertilization. For details on soils testing, contact the Pierce Conservation District or Cooperative Extension Service.
- Fertilizers shall be applied in amounts appropriate for the target vegetation and at the time of year that minimizes losses to surface and groundwaters. Do not fertilize during a drought or when the soil is dry. Alternatively, do not apply fertilizers within three days prior to predicted rainfall. The longer the period between fertilizer application and either rainfall or irrigation, the less fertilizer runoff occurs.
- Use slow release fertilizers such as methylene urea, IDBU, or resin coated fertilizers when appropriate, generally in the spring. Use of slow release fertilizers is especially important in areas with sandy or gravelly soils.
- Time the fertilizer application to periods of maximum plant uptake. Generally fall and spring applications are recommended.
- Properly trained persons shall apply all fertilizers. Fertilizers shall not be applied to grass swales, filter strips, or buffer areas that drain to surface water bodies.
- Fertilizers shall not be applied to stormwater management facilities.

4.4.7 BMP A307: Painting, Finishing and Coating of Vehicles, Boats, Buildings and Equipment

4.4.7.1 Description of Pollutant Sources

Surface preparation and the application of paints, finishes, and/or coatings to vehicles, boats, buildings, and/or equipment outdoors can be sources of pollutants. Potential pollutants include organic compounds, oils and greases, heavy metals, and suspended solids.

4.4.7.2 Required BMPs

- Train employees in the careful application of paints, finishes, and coatings to reduce misuse and over spray. Use ground or drop cloths or temporary berms underneath outdoor painting, scraping, sandblasting work, and properly clean and temporarily store collected debris daily.
- Do not conduct spraying, blasting, or sanding activities over open water or where wind may blow paint into water.
- Wipe up spills with rags and other absorbent materials immediately. Do not hose down the area to a storm drain, receiving water, or conveyance ditch to receiving water.

4.7 Dust Control, and Soil and Sediment Control

4.7.1 BMP A601: Dust Control at Disturbed Land Areas and Unpaved Roadways and Parking Lots

4.7.1.1 Description of Pollutant Sources

Dust can cause air and water pollution problems particularly at demolition sites, disturbed land areas, and unpaved roadways and parking lots.

4.7.1.2 Required BMPs

- Sprinkle or wet down soil or dust with water as long as it does not result in runoff or a wastewater discharge. Minimize the amount of water to avoid washing pollutants into the storm drainage system. At active construction sites, street sweeping shall be performed prior to washing the street.
- Use only local and/or state government approved dust suppressant chemicals such as those listed in Ecology Publication #96-433, "Techniques for Dust Prevention and Suppression." See BMP C127, Polyacrylamide for Soil Erosion Protection, in Volume 2, Chapter 3 of this manual.
- Avoid excessive and repeated applications of dust suppressant chemicals. Time the application of dust suppressants to avoid or minimize their wash-off by rainfall or human activity such as irrigation.
- Use stormwater containment to prevent the conveyance of solids by stormwater into storm drains or receiving waters.
- The use of motor oil or other oils for dust control is prohibited. Care shall be taken when using lignin derivatives and other high BOD chemicals in excavations or areas easily accessible to surface water or groundwater.
- Consult with the Ecology Southwest Regional Office at 360-407-6300 on discharge permit requirements if the dust suppression process results in a wastewater discharge to the ground, groundwater, storm drain, or surface water.

4.7.1.3 Recommended BMPs for Roadways and Other Trafficked Areas

- Consider limiting use of off-road recreational vehicles on dust generating land.
- Consider paving unpaved permanent roads, approaches, exits, access lanes, and other trafficked areas at municipal, commercial, and industrial areas.
- Consider paving or stabilizing shoulders of paved roads with gravel, vegetation, or City of Tacoma approved chemicals.
- Encourage use of alternate paved routes, if available.
- Vacuum or wet sweep fine dirt and skid control materials from paved roads soon after winter weather ends or as needed.
- Consider using traction sand that is pre-washed to reduce dust emissions.

4.7.1.4 Recommended BMPs for Dust Generating Areas

- Prepare a dust control plan. Helpful references include Fugitive Dust Background Document and Technical Information Document for Best Available Control Measures (EPA-450/2-92-004).
- Limit exposure of soil (dust source) as much as feasible.

- Stabilize dust-generating soil by growing and maintaining vegetation, mulching, topsoiling, and/or applying stone, sand, or gravel.
- Apply windbreaks in the soil such as trees, board fences, tarp curtains, bales of hay, etc.
- Cover dust-generating piles with wind-impervious fabric, or equivalent material.

Additional information on dust control can be found in Volume 2 of this manual.

4.7.2 BMP A602: Dust Control at Manufacturing Sites

4.7.2.1 Description of Pollutant Sources

Industrial material handling activities can generate considerable amounts of dust that is typically removed using exhaust systems. This can generate air emissions that can contaminate stormwater. Dusts can be generated at cement and concrete product mixing facilities, foundries, and wherever powdered materials are handled. Particulate materials that are of concern to air pollution control agencies include grain dust, sawdust, coal, gravel, crushed rock, cement, and boiler fly ash. The objective of this BMP is to reduce the stormwater pollutants caused by dust generation and control.

4.7.2.2 Required BMPs

- Clean building roofs, powder material handling equipment, and vehicles that can be sources of stormwater pollutants as needed to remove accumulated dust and residue.
- Regularly sweep dust accumulation areas that can contaminate stormwater. Sweeping shall be conducted using vacuum filter equipment to minimize dust generation and to ensure optimal dust removal.
- Minimize the amount of water used for dust control to avoid washing pollutants into the storm drainage system.

4.7.2.3 Recommended BMPs

- In manufacturing operations, train employees to carefully handle powders to prevent generation of dust.
- Use dust filtration/collection systems such as bag house filters, cyclone separators, etc. to control vented dust emissions that could contaminate stormwater. It may be necessary to monitor rooftops for possible accumulations of materials and take appropriate measures to prevent this material from entering the storm drainage system. Control of dust at foundries, metal shredders, stone and tile cutting facilities, and material transfer and handling facilities are some examples.
- Use approved dust suppressants such as those listed in Ecology Publication "Techniques for Dust Prevention and Suppression," #96-433. (Ecology, 2003). Application of some products may not be appropriate in close proximity to receiving waters or conveyances close to receiving waters. For more information check with the Ecology Southwest Regional Office or the City of Tacoma.
- Use water quality treatment BMPs as necessary. Refer to Volume 5 for information regarding water quality treatment BMPs.
- Additional information on dust control can be found in Volume 2 of this manual.

4.8.6.3 Recommended BMP

- Hire a professional pool-draining service to collect all pool water for offsite disposal.

4.8.7 BMP A707: De-Icing and Anti-Icing Operations for Streets & Highways

4.8.7.1 Description of Pollutant Sources

Deicing and/or anti-icing compounds are used on highways, streets, and sidewalks to control ice and snow. Typically ethylene glycol and propylene glycol are deicers used on aircraft. Deicers commonly used on highways, streets and sidewalks include calcium magnesium acetate (CMA), calcium chloride, magnesium chloride, sodium chloride, urea, and potassium acetate. The deicing and anti-icing compounds become pollutants when they are conveyed to storm drains or to surface water after application. Leaks and spills of these chemicals can also occur during their handling and storage.

4.8.7.2 Required BMPs

- Select de-icers and anti-icers that cause the least adverse environmental impact. Apply only as needed using minimum quantities.
- Where feasible and practicable, use roadway deicers, such as calcium magnesium acetate, potassium acetate, or similar materials that cause less adverse environmental impact than urea and sodium chloride.
- Store and transfer de/anti-icing materials on an impervious containment pad in accordance with BMP A401 Storage or Transfer (Outside) of Solid Raw Materials, By-Products, or Finished Products and A408 Storage of Liquids in Above-Ground Tanks.
- Sweep/clean up accumulated de/anti-icing materials and grit from roads as soon as possible after the road surface clears.

4.8.7.3 Recommended BMPs

- Intensify roadway cleaning in early spring to help remove particulates from road surfaces.
- Include limits on toxic metals in the specifications for de/anti-icers.
- Additional guidance can be found in the Regional Road Maintenance - Endangered Species Act (ESA) program guidelines.
- State guidelines contain additional information for de-icing activities at airports.

4.8.8 BMP A708: Roof and Building Drains at Manufacturing and Commercial Buildings

4.8.8.1 Description of Pollutant Sources

Stormwater runoff from roofs and sides of manufacturing and commercial buildings can be sources of pollutants caused by leaching of roofing materials, building vents, and other air emission sources. Vapors and entrained liquid and solid droplets/particles have been identified as potential pollutants in roof/building runoff. Metals, solvents, acidic/alkaline pH, BOD, and organics are some of the pollutant constituents identified.

4.8.8.2 Required BMPs

- Bare galvanized metal shall not be used for materials that convey stormwater, such as roofs, canopies, siding, gutters, downspouts, roof drains, and pipes. See Volume 3, Chapter 9 for acceptable pipe types. Any galvanized materials shall have an inert, non-

leachable finish, such as a baked enamel, fluorocarbon paint (such as Kynar® or Hylar®), factory-applied epoxy, pure aluminum, or asphalt coating. Acrylic paint, polyester paint, field-applied, and part zinc (such as Galvalume®) coatings are not acceptable.

- If leachates and/or emissions from buildings are suspected sources of stormwater pollutants, these surfaces are considered pollution-generating impervious surfaces and may require treatment per Volume 1, 3.4.6 Minimum Requirements #6.
- If a roof/building stormwater pollutant source is identified, implement appropriate source control measures such as air pollution control equipment, selection of materials, operational changes, material recycle, process changes, etc.
- Water quality treatment BMPs are found in Volume 5 of this manual.

4.8.9 BMP A709: Urban Streets

4.8.9.1 Description of Pollutant Sources

Streets can be sources of vegetative debris, paper, fine dust, vehicle liquids, tire wear residues, heavy metals (lead and zinc), phthalates, soil particles, ice control salts, domestic wastes, animal wastes, lawn chemicals, and vehicle combustion by-products. Street surface contaminants have been found to contain significant concentrations of particle sizes less than 250 microns (Sartor and Boyd, 1972).

4.8.9.2 Required BMPs

- Conduct efficient street sweeping where and when appropriate to minimize the contamination of stormwater. Do not wash street debris into storm drains.

4.8.9.3 Recommended BMPs

- For maximum stormwater pollutant reductions on curbed streets and high volume parking lots, use efficient vacuum sweepers.
- High-efficiency street sweepers utilize strong vacuums and the mechanical action of main and gutter brooms combined with an air filtration system that only returns clean air to the atmosphere (i.e., filters very fine particulates). They sweep dry and use no water since they do not emit any dust.
- For moderate stormwater pollutant reductions on curbed streets, use regenerative air sweepers or tandem sweeping operations.
- A tandem sweeping operation involves a single pass of a mechanical sweeper followed immediately by a single pass of a vacuum sweeper or regenerative air sweeper.
 - A regenerative air sweeper blows air down on the pavement to entrain particles and uses a return vacuum to transport the material to the hopper.
 - These operations usually use water to control dust. This reduces their ability to pick up fine particulates.
- For minimal stormwater pollutant reductions on curbed streets, use mechanical sweepers.

NOTE: Mechanical sweepers are referred to as broom sweepers and use the mechanical action of main and gutter brooms to throw material on a conveyor belt that transports it to the hopper. These sweepers usually use water to control dust, reducing their ability to pick up fine particulates.

- Conduct sweeping at optimal frequencies. Optimal frequencies are those scheduled sweeping intervals that produce the most cost-effective annual reduction of pollutants normally found in stormwater and can vary depending on land use, traffic volume, and rainfall patterns.
- Train operators in those factors that result in optimal pollutant removal. These factors include sweeper speed, brush adjustment and rotation rate, sweeping pattern, maneuvering around parked vehicles, and interim storage and disposal methods.
- Minimize the amount of water applied for dust control to avoid washing pollutants into the storm drainage system.
- Street sweeping shall be performed prior to washing the street.
- Consider the use of periodic parking restrictions and public notification in residential areas to ensure the sweeper's ability to sweep along the curb.
- Establish procedures for prompt sweeping, removal, and disposal of spill clean-up materials and debris from special events that will generate higher than normal loadings.
- Disposal of street sweeping solids must comply with state solid waste regulations. Additional guidance can be found in the Regional Road Maintenance – Endangered Species Act (ESA) program guidelines.
- Inform citizens about the importance of eliminating yard debris, oil, and other wastes in street gutters in order to reduce street pollutant sources.
- When encountering questionable sweeping waste contact the City of Tacoma Source Control Unit at 253-591-5588 for guidance.

4.8.10 BMP A710: Railroad Yards

4.8.10.1 Description of Pollutant Sources

Pollutant sources can include drips/leaks of vehicle fluids and cargo onto the railroad bed; human waste disposal; litter; locomotive/railcar/equipment cleaning; fueling; outside material storage; the erosion and loss of soil particles from the railroad bed; maintenance and repair activities at railroad terminals, switching yards, and maintenance yards; and herbicides used for vegetation management. Waste materials can include waste oil, solvents, degreasers, antifreeze solutions, radiator flush, acids, brake fluids, dust, soiled rags, oil filters, sulfuric acid and battery sludges, machine chips with residual machining oil, and toxic fluids/solids lost during transit. Potential pollutants include oil and grease, TSS, BOD, organics, pesticides, and metals.

4.8.10.2 Required BMPs

- Implement the applicable BMPs in this chapter depending on the pollutant generating activities/sources at a railroad yard facility.
- Do not allow toilets to discharge to outside areas while a train is in transit or at the station. Pumpout facilities shall be used to service train toilets.
- Use drip and track pans at hose/pipe connections during liquid transfer and other leak-prone areas.
- During maintenance do not discard debris or waste liquids along the tracks or in railroad yards.
- Promptly clean up all spilled materials.

In areas subject to leaks/spills of oils or other chemicals, convey the contaminated stormwater to appropriate treatment such as a CP or API oil/water separator for floating oils, or other

appropriate treatment BMP (as approved by the City of Tacoma). See Volume 5. Prior to disposal, certain areas may require discharge to sanitary sewer.

4.8.11 BMP A711: Maintenance of Utility Vaults

4.8.11.1 Description of Pollutant Sources

Utility vaults can be a source of debris, oils and grease, or other contaminants.

4.8.11.2 Required BMPs

- When water or sediments are removed from utility vaults, determine whether contaminants might be present before disposing of the water and sediments. This includes inspecting for the presence of oil or sheen, and determining from records or testing if the transformers contain PCBs. If records or tests indicate that the sediment or water are contaminated above applicable levels, manage contaminants in accordance with applicable federal and state regulations, including the federal PCB rules (40 CFR 761) and the state MTCA cleanup regulations (Chapter 173-340 WAC). Water removed from the vaults can be discharged in accordance with the federal 40 CFR 761.79, and state regulations (Chapter 173-201A WAC and Chapter 173-200 WAC), or via the sanitary sewer if the requirements, including applicable permits, for such a discharge are met. (See also Volume 4, Section 4.8.15).
- Ensure any spills are immediately cleaned

4.8.12 BMP A712: Maintenance of Roadside Ditches and Culverts

4.8.12.1 Description of Pollutant Sources

Common road debris including litter, eroded soil, oils, vegetative particles, and heavy metals can be sources of stormwater pollutants.

4.8.12.2 Required BMPs

- Inspect roadside ditches and culverts regularly, as needed, to identify sediment accumulations and localized erosion.
- Clean ditches and culverts on a regular basis, as needed. Ditches shall be kept free of rubbish and debris.
- Vegetation in ditches often prevents erosion and cleanses runoff waters. Remove vegetation only when flow is blocked or excess sediments have accumulated. Conduct ditch maintenance (seeding and harvesting) in late spring and/or early fall, where possible. Consider leaving segments of undisturbed vegetation to provide natural filtration.
- In the area between the edge of the pavement and the bottom of the ditch, commonly known as the “bare earth zone,” use grass vegetation, wherever possible. Vegetation shall be established from the edge of the pavement if possible, or at least from the top of the slope of the ditch.
- Diversion ditches on top of cut slopes that are constructed to prevent slope erosion by intercepting surface drainage must be maintained to retain their diversion shape and capability.
- Do not leave ditch cleanings on the roadway surfaces. Promptly sweep dirt and debris remaining on the pavement as needed and at the completion of ditch cleaning operations.
- Roadside ditch cleanings not contaminated by spills or other releases and not associated with a stormwater treatment system such as a bioswale may be screened to remove litter

and separated into soil and vegetative matter (leaves, grass, needles, branches, etc.). The soil fraction may be handled as 'clean soils' and the vegetative matter can be composted or disposed of in a municipal waste landfill.

- Roadside ditch cleanings contaminated by spills or other releases known or suspected to contain dangerous waste must be handled following the Dangerous Waste Regulations (Chapter 173-303 WAC) unless testing determines it is not dangerous waste. Specific cleanup standards are set forth in the Model Toxics Control Act (Chapter 70.105D RCW) and Regulations (Chapter 173-340 WAC).
- Inspect culverts on a regular basis for scour or sedimentation at the inlet and outlet, and repair as necessary. Give priority to those culverts conveying perennial and/or salmon-bearing streams and culverts near streams in areas of high sediment load, such as those near subdivisions during construction.
- Street waste shall be disposed of in accordance with Volume 4, Appendix D.

4.8.12.3 Recommended BMPs

- Install biofiltration swales and filter strips to treat roadside runoff wherever practicable and use engineered topsoils wherever necessary to maintain adequate vegetation. These systems can improve infiltration and stormwater pollutant control upstream of roadside ditches. Refer to Volume 5 of this manual for additional information about biofiltration swales and filter strips.
- Additional guidance can be found in the Regional Road Maintenance - Endangered Species Act (ESA) program guidelines.

4.8.13 BMP A713: Spills of Oil and Hazardous Substances

4.8.13.1 Description of Pollutant Sources

Owners or operators of facilities engaged in drilling, producing, handling, gathering, storing, processing, transferring, distributing, refining or consuming oil and/or oil products are required by Federal Law to have a Spill Prevention and Control Plan. The federal definition of oil is oil of any kind or any form, including, but not limited to, petroleum, fuel oil, sludge, oil refuse, and oil mixed with wastes other than dredged spoil. Specific regulations can be found in 40 CFR Part 112. These regulations are administered by the Environmental Protection Agency and the United States Coast Guard. Large petroleum handling facilities and vessels are also subject to regulations contained in Chapter 90.56 RCW and Chapter 173-180A WAC.

Owners of businesses that produce Dangerous Wastes are also required by State Law, Chapter 70.105 RCW and Chapter 173-303 WAC, to have a spill control plan. The City of Tacoma may also require a spill plan to protect the municipal sewer system and groundwater resources. Plans required by the above listed regulations may suffice.

4.8.13.2 Required BMPs

- Prepare an Emergency Spill Control Plan (SCP), which includes:
 - A description of the facility including the owner's name and address.
 - The nature of the activity at the facility.
 - The general types of chemicals used or stored at the facility.
 - A site plan showing the location of storage areas for chemicals, the locations of storm and sanitary drains, the areas draining to them, the ultimate point of discharge, and

- the location and description of any devices to stop spills from leaving the site such as positive control valves;
- Cleanup procedures and supplies.
 - Notification procedures to be used in the event of a spill, such as notifying key personnel. Agencies such as Ecology, Tacoma Fire Department, Washington State Patrol, City of Tacoma, U.S. Coast Guard, and the U.S. Environmental Protection Agency shall be notified.
 - The name and 24-hour contact telephone number of the designated person, and their alternate with overall spill cleanup and notification responsibility.
 - Identify contractors that can be contacted to provide spill clean-up and disposal services. A service agreement is encouraged.
- Train key personnel in the implementation of the Emergency SCP. Prepare a summary of the plan and post it at appropriate points in the building, identifying the spill cleanup coordinators, location of cleanup kits, and 24-hour phone numbers of regulatory agencies to be contacted in the event of a spill.
 - Update the SCP regularly.
 - Immediately notify Ecology and the City of Tacoma if a spill may reach sanitary or storm sewers, groundwater, or surface water, in accordance with federal and Ecology spill reporting requirements.
 - Immediately clean up spills using appropriate personal protection equipment and following the facility safety standards. Do not use emulsifiers for cleanup unless an appropriate disposal method for the resulting oily wastewater is implemented. Absorbent material shall not be washed down a floor drain or storm sewer.
 - Locate emergency spill containment and cleanup kit(s) in high potential spill areas. The contents of the kit shall be appropriate for the type and quantities of chemical liquids stored at the facility.

4.8.13.3 Recommended BMPs

- Spill kits should include appropriately lined drums, absorbent pads, and granular or powdered materials for neutralizing acids or alkaline liquids where applicable. In fueling areas: absorbent should be packaged in small bags for easy use and small drums should be available for storage of absorbent and/or used absorbent. Spill kits should be deployed in a manner that allows rapid access and use by employees.
- Example spill plans may be obtained from the Washington State Department of Transportation, the Environmental Protection Agency, and the City of Tacoma Source Control Unit.

4.8.13.4 Additional Links

- Washington State Department of Ecology, FOCUS: Small Spill Cleanup Guide
<http://www.ecy.wa.gov/biblio/0308005.html>
- Washington State Department of Ecology, Hazmat Spill Contractor List:
http://www.ecy.wa.gov/programs/spills/spills_happen/main.html
- Washington State Department of Ecology, Spill Reporting, 24/7 Numbers:
<http://www.ecy.wa.gov/programs/spills/other/reportaspill.htm>

- Washington State Department of Ecology, Incident Command System and National Incident Management System
<http://www.ecy.wa.gov/programs/spills/preparedness/Drills/ics.html>
- Washington State Department of Transportation, Spill Prevention Control and Countermeasures (SPCC)
<http://www.wsdot.wa.gov/Environment/HazMat/SpillPrevention.htm>
- Environmental Protection Agency, Spill Prevention, Control and Countermeasure (SPCC)
<http://www.epa.gov/oem/content/spcc/index.htm>
- Washington State Legislature, WAC 173-303-145 Spills and Discharges into the Environment
<http://apps.leg.wa.gov/WAC/default.aspx?cite=173-303-145>

4.8.14 BMP A714: Water Reservoir, Transmission Mainline, Wellhead, and Hydrant Flushing Activities

4.8.14.1 Description of Pollutant Sources

Construction and operation of drinking water infrastructure, as well as emergency response activities, can generate sediments, rust, turbidity and suspended solids, bacteria, and chlorinated water. Flushing of the water delivery system is necessary to maintain drinking water quality and ensure public health. Flushing activities can result in increased flows in downstream conveyances. These high flows may cause flooding and create erosion in downstream channels.

4.8.14.2 Required BMPs

- Discharges of untreated hyperchlorinated water must go to the sanitary sewer. Prior approval is required.
- Alternatively, non-emergency discharges of de-chlorinated potable water such as hydrant flushing may go to the storm drainage system at prior approved flow rates provided the following limits are met:
 - Chlorine residual 0.1 ppm
 - pH 6.5 – 8.5
 - Turbidity 10 NTU

Coordinate with the City of Tacoma Sewer Transmission section at 253-591-5585. The receiving storm pipe shall be monitored for the duration of the discharge.

- Evaluation of the receiving conveyance system for capacity and/or obstructions may be required.
- A Special Approved Discharge Authorization may be required for draining and flushing reservoirs, standpipes, wellheads, and transmission lines. Notification, monitoring, reporting, flow control measures, and other special conditions may apply. Contact the City of Tacoma Source Control Unit at 253-591-5588 for their requirements.
- Significant releases of water can have a detrimental effect on the storm and sanitary transmission system as well as receiving waters. Notification of these releases must be promptly made to Environmental Services by calling the 24-hour Operations Center at 253-591-5595.

4.8.14.3 Recommended BMPs

- During emergency repairs and activities, such as mainline breaks, erosion control measures shall be taken as practicable. Use of sandbags, check dams, plastic sheeting,

- Determination of pest-induced injury and action levels
- Identification of priority pest problems
- Selection and timing of least toxic management tools
- Site-specific treatment with minimized chemical use
- Evaluation and adjustment of pesticide applications

Monitoring of pest populations is a key to successful IPM implementation. Pest problems are universally easier to control if the problem can be discovered early. With IPM, pesticides are used only as a last resort. Maximization of natural controls, including biological controls and removal of pests by hand, is always the first choice.

Additional concerns are storage, equipment clean-up, spill protocols, and waste disposal.

More information on IPM is available from the Washington State Department of Agriculture and from the Washington State University Extension Service, or in Appendix C of this volume.

4.11 BMP S109: Cleaning Catch Basins

Cleaning catch basins regularly is one of the most important stormwater source control measures that a business can take. Catch basins are typically located at low spots in parking lots, along curbs and road edges, and where storm drain pipes combine flows. Catch basins collect surface runoff for storm drains that are typically located directly underneath them. Most catch basins have sumps. The sump is intended to trap sediments, debris, and other particles that can settle out of stormwater. All of the solids and stagnant water collected from catch basin sumps must be disposed of properly. The sump contents shall not be flushed into the catch basin outflow pipe.

For additional information on the maintenance of catch basins, refer to Volume 1, Appendix D. Perform regular inspections of the basins and their grates. Repair broken grates and catch basin structures. Remove trash and collected sediment when 60% of the sump depth has been filled or sediments are within 6 inches of the bottom of the outlet pipe, or if there is evidence of contaminants including oil and grease.

It should be apparent that the use of other BMPs, such as frequent sweeping of activity areas, covering activity areas, reducing activity occurrence, and containing run-off from activity areas will help reduce catch basin cleaning frequency, thus saving time and money. All businesses and agencies should set up maintenance schedules for all of their BMPs so coordinated BMP maintenance efforts results in reduced catch basin cleaning frequencies.

Use of catch basin inserts such as filter socks, absorbent pillows, and filter baskets require an increased inspection frequency to prevent plugging and flooding.

For a list of cleaning and sweeping services, go to www.cityoftacoma.org/stormwater.

Dispose of street waste in accordance with Appendix D of this volume.

3.1 Source Control BMPs

Table 2 - 1, below shows the relationship of some of the BMPs in Section 3.1 to the 13 Elements of a SWPPP. Elements not shown are not satisfied through source control BMPs.

Table 2 - 1: Source Control BMPs by SWPPP Element

BMP or Element Name	Element #1 Preserve Vegetation /Mark Clearing Limits	Element #2 Establish Construction Access	Element #5 Stabilize Soils	Element #6 Protect Slopes	Element #8 Stabilize Channel and Outlets	Element #9 Control Pollution	Element #11 Maintain BMP	Element #12 Manage the Project	Element #13 Protect BMPs
BMP C101 Preserving Natural Vegetation	X								
BMP C102 Buffer Zones	X								X
BMP C103 High Visibility Fencing	X								X
BMP C105 Stabilize Construction Entrance/Exit		X							
BMP C106 Wheel Wash		X							
BMP C107 Construction Road/Parking Area Stabilization		X							
BMP C120 Temporary and Permanent Seeding			X	X					
BMP C121 Mulching			X	X					
BMP C122 Nets and Blankets			X	X	X				
BMP C123 Plastic Covering			X						
BMP C125 Compost			X						
BMP C126 Topsoiling			X						

BMP or Element Name	Element #1 Preserve Vegetation /Mark Clearing Limits	Element #2 Establish Construction Access	Element #5 Stabilize Soils	Element #6 Protect Slopes	Element #8 Stabilize Channel and Outlets	Element #9 Control Pollution	Element #11 Maintain BMP	Element #12 Manage the Project	Element #13 Protect BMPs
BMP C130 Surface Roughening			X	X					
BMP C131 Gradient Terraces			X	X					
BMP C140 Dust Control			X						
BMP C150 Materials on Hand							X	X	
BMP C151 Concrete Handling						X			
BMP C152 Sawcutting and Surfacing Pollution Prevention						X			
BMP C153 Material Delivery, Storage, and Containment						X			
BMP C154 Concrete Washout Area						X			
BMP C160 Certified Erosion and Sediment Control Lead							X	X	
BMP C162 Scheduling								X	
BMP C233 Silt Fence	X								

3.1.1 BMP C101: Preserving Natural Vegetation

3.1.1.1 Purpose

The purpose of preserving natural vegetation is to reduce erosion wherever practicable. Limiting site disturbance is the single most effective method for reducing erosion. For example, conifers

- Irrigation water can be used for dust control. Install irrigation systems as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer's instructions and cautions regarding handling and application. Used oil is prohibited from use as a dust suppressant. The City may approve other dust palliatives such as calcium chloride or PAM.
- PAM (BMP C127) added to water at a rate of 2/3 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to the increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as easily transported by wind. Adding PAM may actually reduce the quantity of water needed for dust control. There are concerns with the proper use of PAM, refer to BMP C127 for more information on PAM application. PAM use requires COT approval.
- Lower speed limits. High vehicle speed increases the amount of dust stirred up from unpaved roads and lots.
- Upgrade the road surface strength by improving particle size, shape, and mineral types that make up the surface and base materials.
- Add surface gravel to reduce the source of dust emission. Limit the amount of fine particles to 10 to 20 percent.
- Use geotextile fabrics to increase the strength of new roads or roads undergoing reconstruction.
- Encourage the use of alternate, paved routes, if available.
- Restrict use of paved roadways by tracked vehicles and heavy trucks to prevent damage to road surfaces and bases.
- Apply chemical dust suppressants using the admix method, blending the product with the top few inches of surface material. Suppressants may also be applied as surface treatments.
- Pave unpaved permanent roads and other trafficked areas.
- Use vacuum street sweepers.
- Remove mud and other dirt promptly so it does not dry and then turn into dust.
- Limit dust-causing work on windy days.
- Contact the Puget Sound Clean Air Agency for guidance and training on other dust control measures. Compliance with the Puget Sound Clean Air Agency's recommendations/requirements constitutes compliance with this BMP.

3.1.17.4 Maintenance Standards

Evaluate the potential for dust generation frequently during dry periods. Complete the actions outlined above as needed to limit the dust.

Any dust which leaves the site must be cleaned immediately.

3.1.18 BMP C150: Materials On Hand

3.1.18.1 Purpose

Quantities of erosion prevention and sediment control materials should be kept on the project site at all times to be used for regular maintenance and emergency situations such as unexpected

heavy summer rains. Having these materials onsite reduces the time needed to implement BMPs when inspections indicate that existing BMPs are not meeting the Construction SWPPP requirements.

3.1.18.2 Conditions of Use

Construction projects of any size or type can benefit from having materials on hand. A small commercial development project could have a roll of plastic and some gravel available for immediate protection of bare soil and temporary berm construction. A large earthwork project, such as highway construction, might have several tons of straw, several rolls of plastic, flexible pipe, sandbags, geotextile fabric, and steel “T” posts.

- Materials are stockpiled and readily available before any site clearing, grubbing, or earthwork begins. A large contractor or developer could keep a stockpile of materials that are available to be used on several projects.
- If storage space at the project site is at a premium, the contractor could maintain the materials at a location less than one hour from the project site.

3.1.18.3 Design and Installation Specifications

Depending on project type, size, complexity, and length, materials and quantities will vary. Table 2 - 9 provides a good minimum that will cover numerous situations.

Table 2 - 9: Materials on Hand

Material	Measure	Quantity
Clear Plastic, 6 mil	100 foot roll	1-2
Drainpipe, 6 or 8 inch diameter	25 foot section	4-6
Sandbags, filled	each	25-50
Quarry Spalls	ton	2-4
Washed Gravel	cubic yard	2-4
Geotextile Fabric	100 foot roll	1-2
Catch Basin Inserts	each	2-4
Steel “T” Posts	each	12-24

3.1.18.4 Maintenance Standards

- All materials with the exception of the quarry spalls, steel “T” posts, and gravel should be kept covered and out of both sun and rain.
- Re-stock materials used as needed.

3.1.19 BMP C151: Concrete Handling

3.1.19.1 Purpose

Concrete work can generate process water and slurry that contain fine particles and high pH, both of which can violate water quality standards in the receiving water. This BMP is intended to minimize and eliminate concrete, concrete process water and concrete slurry from entering waters of the state.

3.1.20 BMP C152: Sawcutting and Surfacing Pollution Prevention

3.1.20.1 Purpose

Sawcutting and surfacing operations generate slurry and process water that contains fine particles and high pH (concrete cutting), both of which can violate water quality standards in the receiving water. This BMP is intended to minimize and eliminate process water and slurry from entering waters of the State

3.1.20.2 Conditions of Use

Anytime sawcutting or surfacing operations take place, use these management practices. Sawcutting and surfacing operations include, but are not limited to, the following:

- Sawing
- Coring
- Grinding
- Roughening
- Hydro-demolition
- Bridge and road surfacing

3.1.20.3 Design and Installation Specifications

- Vacuum slurry and cuttings during cutting and surfacing operations.
- Do not leave slurry and cuttings on permanent concrete or asphalt pavement overnight.
- Do not drain slurry and cuttings to any natural or constructed drainage conveyance.
- Dispose of collected slurry and cuttings in a manner that does not violate groundwater or surface water quality standards.
- Do not drain process water that is generated during hydro-demolition, surface roughening, or similar operations to any natural or constructed drainage conveyance. Dispose of process water in a manner that does not violate groundwater or surface water quality standards.
- Handle and dispose of cleaning waste material and demolition debris in a manner that does not cause contamination of water. If the area is swept with a pick-up sweeper, haul the material out of the area to an appropriate disposal site.

3.1.20.4 Maintenance Standards

Continually monitor operations to determine whether slurry, cuttings, or process water could enter waters of the state. If inspections show that a violation of water quality standards could occur, stop operations and immediately implement preventive measures such as berms, barriers, secondary containment, and vacuum trucks.

3.1.21 BMP C153: Material Delivery, Storage and Containment

3.1.21.1 Purpose

Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the stormwater system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in a designated area, and installing secondary containment.

3.1.21.2 Conditions of Use

These procedures are suitable for use at all construction sites with delivery and storage of the following materials:

- Petroleum products such as fuel, oil, and grease
- Soil stabilizers and binders (e.g. Polyacrylamide)
- Fertilizers, pesticides, and herbicides
- Detergents
- Asphalt and concrete compounds
- Hazardous chemicals such as acids, lime, adhesives, paints, solvents, and curing compounds
- Any other material that may be detrimental if released to the environment

3.1.21.3 Design and Installation Specifications

The following steps should be taken to minimize risk:

- Locate temporary storage area away from vehicular traffic, near the construction entrance(s), and away from waterways or storm drains.
- Supply Material Safety Data Sheets (MSDS) for all materials stored. Keep chemicals in their original labeled containers.
- Surrounding materials with earth berms is an option for temporary secondary containment.
- Minimize hazardous material storage onsite.
- Handle hazardous materials as infrequently as possible.
- During the wet weather season (October 1 through April 30), consider storing materials in a covered area.
- Store materials in secondary containment, such as an earthen dike, a horse trough, or a children's wading pool for non-reactive materials such as detergents, oil, grease, and paints. "Bus boy" trays or concrete mixing trays may be used as secondary containment for small amounts of material.
- Do not store chemicals, drums, or bagged materials directly on the ground. Place these items on a pallet and, when possible, in secondary containment.
- If drums cannot be stored under a roof, domed plastic covers are inexpensive and snap to the top of drums, preventing water from collecting.

3.1.21.4 Material Storage Areas and Secondary Containment Practices:

- Store liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 in approved containers and drums and do not overfill the containers or drums. Store containers and drums in temporary secondary containment facilities.
- Temporary secondary containment facilities shall provide for a spill containment volume able to contain precipitation from a 25 year, 24 hour storm event plus 10% of the total enclosed container volume of all containers, or 110% of the capacity of the largest container within its boundary, whichever is greater.

- Secondary containment facilities shall be impervious to the materials stored therein for a minimum contact time of 72 hours.
- Secondary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, collect accumulated rainwater and spills and place into drums. Handle these liquids as hazardous waste unless testing determines them to be non-hazardous. Dispose of all wastes properly.
- Provide sufficient separation between stored containers to allow for spill cleanup and emergency response access.
- During the wet weather season (October 1 through April 30), cover each secondary containment facility during non-working days, prior to and during rain events.
- Keep material storage areas clean, organized, and equipped with an ample supply of appropriate spill clean-up material.
- The spill kit should include, at a minimum:
 - 1 water resistant nylon bag
 - 3 oil absorbent socks (3-inches by 4-feet)
 - 2 oil absorbent socks (3-inches by 10-feet)
 - 12 oil absorbent pads (17-inches by 19-inches)
 - 1 pair splash resistant goggles
 - 3 pairs nitrile gloves
 - 10 disposable bags with ties
 - Instructions

3.1.21.5 Maintenance

Any stormwater within the material storage area shall be pumped or otherwise discharged after each rain event. Before pumping, the stormwater must be evaluated to determine if it must go to treatment or can be discharged without treatment. If stormwater is contaminated, direct the discharge to appropriate treatment.

3.1.22 BMP C154: Concrete Washout Area

3.1.22.1 Purpose

Prevent or reduce the discharge of pollutants to stormwater from concrete waste by conducting washout offsite, or performing onsite washout in a designated area to prevent pollutants from entering surface waters or groundwater.

3.1.22.2 Conditions of Use

Use concrete washout best management practices on construction projects where:

- It is not possible to dispose of all concrete wastewater and washout offsite (ready mix plant, etc.)
- Concrete trucks, pumpers, or other concrete coated equipment are washed onsite.

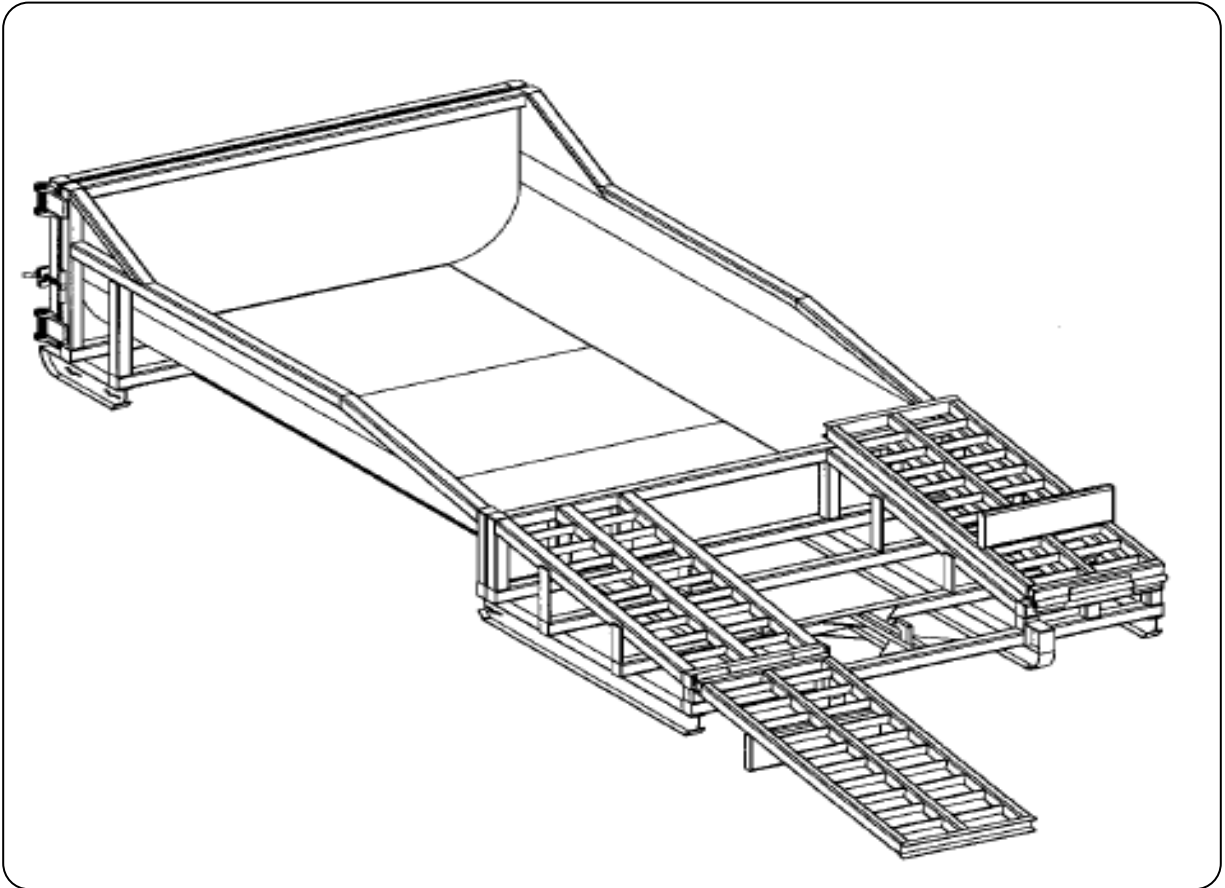


Figure 2 - 9. Prefabricated Concrete Washout Container with Ramp

3.1.23 BMP C160: Erosion and Sediment Control Lead

3.1.23.1 Purpose

The project proponent designates at least one person as the responsible representative in charge of erosion and sediment control (ESC) and water quality protection. The designated person shall be the erosion and sediment control (ESC) lead, who is responsible for ensuring compliance with all local, state, and federal erosion and sediment control and water quality requirements.

3.1.23.2 Conditions of Use

- An erosion and sediment control contact is required for all project sites.
- A certified erosion and sediment control lead (CESCL) or certified professional in erosion and sediment control (CPESC) is required on projects that include, but are not limited to:
 - Construction activity that disturbs one acre of land or more.
 - Construction activity that disturbs less than one acre of land, but is part of a larger common plan of development or sale that will ultimately disturb one acre of land or more.

- Heavy construction of roads, bridges, highways, airports, buildings.
- Projects near wetlands and sensitive or critical areas.
- Projects in or over water.
- Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
- The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
- The CESCL, CPESC, or ESC Lead must be knowledgeable in the principles and practices of erosion and sediment control and have the skills to assess:
 - Site conditions and construction activities that could impact the quality of stormwater.
 - Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

3.1.23.3 Specifications

- The CESCL lead shall:
 - Have a current certified erosion and sediment control lead (CESCL) certificate proving attendance in an erosion and sediment control training course that meets the minimum ESC training and certification requirements established by Ecology. Ecology will maintain a list of ESC training and certification providers at: www.ecy.wa.gov/programs/wq/stormwater.
- For additional information concerning the Certified Professional in Erosion and Sediment Control program please go to www.cpesc.net.
- The ESC lead shall have authority to act on behalf of the contractor or developer and shall be available, on call, 24 hours per day throughout the period of construction.
- The Construction SWPPP shall include the name, telephone number, email, and address of the designated ESC lead.
- An ESC lead may provide inspection and compliance services for multiple construction projects in the same geographic region.
- Duties and responsibilities of the ESC lead shall include, but are not limited to, the following:
 - Inspecting all areas disturbed by construction activities, all BMPs and all stormwater discharge points at least once every calendar week and within 24 hours of any discharge from the site. The ESC lead may reduce the inspection frequency for temporary stabilized, inactive sites to monthly.
 - Examining stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen.
 - Evaluating the effectiveness of BMPs.
 - Maintaining a permit file on site at all times which includes the SWPPP and any associated permits and plans.
 - Directing BMP installation, inspection, maintenance, modification, and removal.

- Updating all project drawings and the Construction SWPPP with changes made.
- Keeping daily logs and inspection reports. Inspection reports should include:
 - Inspection date/time.
 - Weather information, general conditions during inspection, and approximate amount of precipitation since the last inspection.
 - A summary or list of all BMPs implemented, including observations of all erosion/sediment control structures or practices. The following shall be noted:
 - Locations of BMPs inspected,
 - Locations of BMPs that need maintenance,
 - Locations of BMPs that failed to operate as designed or intended, and
 - Locations where additional or different BMPs are required.
 - Visual monitoring results, including a description of discharged stormwater. The presence of suspended sediment, turbid water, discoloration, and oil sheen shall be noted, as applicable.
 - Any water quality monitoring performed during inspection.
 - General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made as a result of the inspection.
- Facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies or the owner.
- Keep an inventory of equipment onsite.

3.1.24 BMP C161: Payment of Erosion Control Work

3.1.24.1 Purpose

As with any construction operation, the contractor should be paid for erosion control work. Address payment for erosion control during project development and design. Identify the method of payment in the SWPPP.

Erosion control work should never be “incidental” to the contract as it is extremely difficult for the contractor to bid the work.

3.1.25 BMP C162: Scheduling

3.1.25.1 Purpose

Sequencing a construction project reduces the amount and duration of soil exposed to erosion by wind, rain, runoff, and vehicle tracking.

3.1.25.2 Conditions of Use

The construction sequence schedule is an orderly listing of all major land-disturbing activities together with the necessary erosion and sedimentation control measures planned for the project.

This type of schedule guides the contractor on work to be done before other work is started so serious erosion and sedimentation problems can be avoided.

Following a specified work schedule that coordinates the timing of land-disturbing activities and the installation of control measures is perhaps the most cost-effective way of controlling erosion during construction. The removal of surface ground cover leaves a site vulnerable to accelerated erosion. Construction procedures that limit land clearing, provide timely installation of erosion and sedimentation controls, and restore protective cover quickly can significantly reduce the erosion potential of a site.

3.1.25.3 Design Considerations

- Minimize construction during rainy periods.
- Schedule projects to disturb only small portions of the site at any one time. Complete grading as soon as possible. Immediately stabilize the disturbed portion before grading the next portion. Practice staged seeding in order to revegetate cut and fill slopes as the work progresses.

3.2 Runoff, Conveyance and Treatment BMPs

Table 2 - 10, below shows the relationship of the BMPs in Section 3.2 to the 13 Elements of a SWPPP.

Table 2 - 10: Source Control BMPs by SWPPP Element

BMP or Element Name	Element #3: Control Flow Rates	Element #4: Install Sediment Controls	Element #6: Protect Slopes	Element #7: Protect Drain Inlets	Element #8: Stabilize Channel and Outlets	Element #9: Control Pollutants	Element #10: Control Dewatering	Element #13: Protect BMPs
BMP C200: Interceptor Dike and Swale			X					X
BMP C201: Grass-Lined Channels			X					X
BMP C202: Channel Lining					X			
BMP C203: Water Bars	X		X				X	
BMP C204: Pipe Slope Drains			X					
BMP C205: Subsurface Drains			X					
BMP C206: Level Spreader			X				X	
BMP C207: Check Dams	X		X		X			X
BMP C208: Triangular Silt Dike			X					X
BMP C209: Outlet Protection	X				X			
BMP C220: Storm Drain Inlet Protection				X				
BMP C231: Brush Barrier		X						X
BMP C232: Gravel Filter Berm		X						

BMP or Element Name	Element #3: Control Flow Rates	Element #4: Install Sediment Controls	Element #6: Protect Slopes	Element #7: Protect Drain Inlets	Element #8: Stabilize Channel and Outlets	Element #9: Control Pollutants	Element #10: Control Dewatering	Element #13: Protect BMPs
BMP C233: Silt Fence		X						X
BMP C234: Vegetated Strip		X						X
BMP C235: Wattles	X	X						
BMP C236: Vegetated Filtration							X	
BMP C240: Sediment Trap	X	X						
BMP C241: Temporary Sediment Pond	X	X						
BMP C250: Construction Stormwater Chemical Treatment		X				X		
BMP C251: Construction Stormwater Filtration		X				X		
BMP C252: High pH Neutralization Using CO ₂						X		
BMP C253: pH Control for High pH Water						X		

3.2.1 BMP C200: Interceptor Dike and Swale

3.2.1.1 Purpose

Provide a ridge of compacted soil, or a ridge with an upslope swale, at the top or base of a disturbed slope or along the perimeter of a disturbed construction area to convey stormwater. Use the dike and/or swale to intercept the runoff from unprotected areas and direct it to areas

3.2.11 BMP C220: Storm Drain Inlet Protection

3.2.11.1 Purpose

To prevent coarse sediment from entering drainage systems prior to permanent stabilization of the disturbed area.

3.2.11.2 Conditions of Use

- Where storm drain inlets are to be made operational before permanent stabilization of the disturbed drainage area.
- Provide protection for all storm drain inlets downslope and within 500 feet of a disturbed or construction area, unless the runoff that enters the catch basin will be conveyed to a sediment pond or trap. Inlet protection may be used anywhere to protect the drainage system. It is likely that the drainage system will still require cleaning.
- Table 2 - 11 lists several options for inlet protection. All of the methods for storm drain inlet protection are prone to plugging and require a high frequency of maintenance. Drainage areas should be limited to 1 acre or less. Emergency overflows may be required where stormwater ponding would cause a hazard. If an emergency overflow is provided, additional end-of-pipe treatment may be required.
- Only bag filter type catch basin filters (per Section 3.2.11.3) are allowed within the right of way.

Table 2 - 11: Storm Drain Inlet Protection

Type of Inlet Protection	Emergency Overflow	Applicable for Paved/Earthen Surfaces	Conditions of Use
Excavated drop inlet protection	Yes, temporary flooding will occur	Earthen	Applicable for heavy flows. Easy to maintain. Large area requirement: 30' x 30' per acre.
Block and gravel drop filter	Yes	Paved or earthen	Applicable for heavy concentrated flows. Will not pond.
Gravel and mesh filter	No	Paved	Applicable for heavy concentrated flows. Will pond. Can withstand traffic.
Catch basin filters	Yes	Paved or earthen	Frequent maintenance required.
Curb inlet protection with a wooden weir	Small capacity overflow	Paved	Used for sturdy, more compact installation.
Block and gravel curb inlet protection	Yes	Earthen	Sturdy, but limited filtration.
Culvert inlet sediment trap			18-month expected life.

3.2.11.3 Design and Installation Specifications

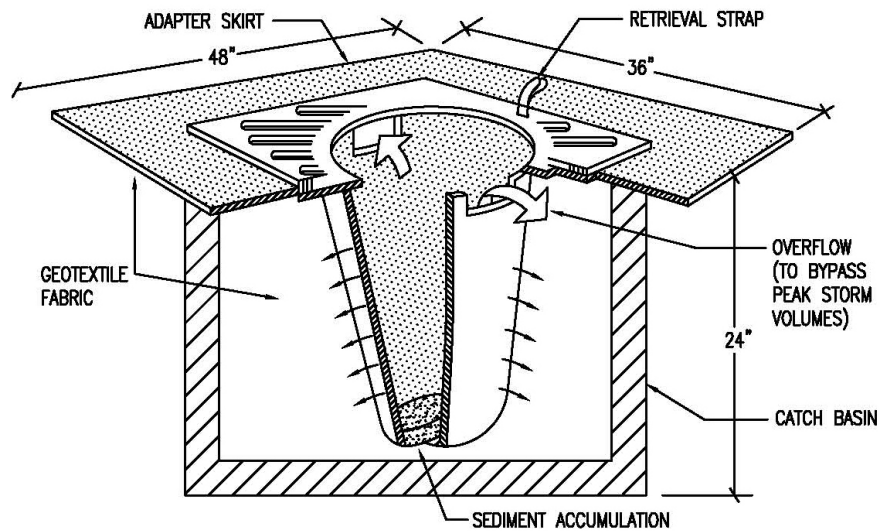
Excavated Drop Inlet Protection

- An excavated impoundment around the storm drain. Sediment settles out of the stormwater prior to entering the storm drain.

- Place coarse aggregate over the wire mesh.
- The depth of the gravel should be at least 12 inches over the entire inlet opening and extend at least 18 inches on all sides.

Catchbasin Filters

- Inserts (Figure 2 - 20) shall be designed by the manufacturer for use at construction sites. The limited sediment storage capacity increases the frequency of inspection and maintenance required, which may be daily for heavy sediment loads. The maintenance requirements can be reduced by combining a catchbasin filter with another type of inlet protection. This type of inlet protection provides flow bypass without overflow and therefore may be a better method for inlets located along active rights-of-way.
- Provide a minimum of 5 cubic feet of storage.
- Requires dewatering provisions.
- Provide a high-flow bypass that will not clog under normal use at a construction site.
- The catchbasin filter is inserted in the catchbasin just below the grating.
- Only bag filter type catch basin filters are allowed in the City right-of-way.



INLET PROTECTION NOTES:

1. FILTERS SHALL BE INSPECTED AFTER EACH STORM EVENT AND CLEANED OR REPLACED WHEN 1/3 FULL.

BAG FILTER

NOT TO SCALE

Figure 2 - 20. Catchbasin Filter

- Every 100 feet on slopes greater than 10 percent
- Berm dimensions:
 - 1 foot high with 3:1 side slopes
 - 8 linear feet per 1 cubic foot per second runoff based on the 10-year, 24-hour design storm event assuming a Type 1A rainfall distribution (3.0-inches)

3.2.13.4 Maintenance Standards

Regular inspection is required. Remove sediment and replace filter material as needed.

3.2.14 BMP C233: Silt Fence

3.2.14.1 Purpose

Use of a silt fence reduces the transport of coarse sediment from a construction site by providing a temporary physical barrier to sediment and reducing the runoff velocities of overland flow. See Figure 2 - 24 for details on silt fence construction.

3.2.14.2 Conditions of Use

- Silt fence may be used downslope of all disturbed areas.
- Silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water to pass through the fence.
- Silt fence is not intended to treat concentrated flows, nor is it intended to treat substantial amounts of overland flow. Convey any concentrated flows through the drainage system to a sediment pond. The only circumstance in which overland flow can be treated solely by a silt fence is when the area draining to the fence is one acre or less and flow rates are less than 0.5 cfs.
- Do not construct silt fences in streams or use them in V-shaped ditches. They are not an adequate method of silt control for anything deeper than sheet or overland flow.

3.2.14.3 Design and Installation Specifications

- Drainage area of 1 acre or less or in combination with appropriate sediment removal BMPs on larger sites.
- Maximum slope steepness (perpendicular to fence line) 1H:1V.
- Maximum sheet or overland flowpath length to the fence of 100 feet.
- No flows greater than 0.5 cubic feet per second.

- The geotextile used shall meet the following standards. All geotextile properties listed below are minimum average roll values (i.e., the test result for any sampled roll in a lot shall meet or exceed the values shown in Table 2 - 12).

Table 2 - 12: Geotextile Standards

Standard	Description
Polymeric Mesh AOS (ASTM D4751)	0.60 mm maximum for silt film wovens (#30 sieve). 0.30 mm maximum for all other geotextile types (#50 sieve). 0.15 mm minimum for all fabric types (#100 sieve).
Water Permittivity (ASTM D4491)	0.02 sec ⁻¹ minimum
Grab Tensile Strength (ASTM D4632)	180 lbs. minimum for extra strength fabric. 100 lbs. minimum for standard strength fabric.
Grab Tensile Strength (ASTM D4632)	30% maximum
Ultraviolet Resistance (ASTM D4355)	70% minimum

- Support standard strength fabrics with wire mesh, chicken wire, 2-inch x 2-inch wire, safety fence, or jute mesh to increase the strength of the fabric. Silt fence materials are available that have synthetic mesh backing attached.
- Silt fence material shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0° to 120° Fahrenheit.
- 100 percent biodegradable silt fence is available that is strong and long lasting.
- The following are standard design and installation methods. Refer to Figure 2 - 24 for standard silt fence details.
 - Install and maintain temporary silt fences at the locations shown in the plans. Install the silt fences in the areas of clearing, grading, or drainage prior to starting those activities. Do not consider a silt fence temporary if the silt fence must function beyond the life of the contract. The silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water to pass through the fence.
 - The minimum height of the top of silt fence shall be 2 feet and the maximum height shall be 2½ feet above the original ground surface.
 - Sew the silt fence fabric together at the point of manufacture, or at an approved location as determined by the Engineer, to form lengths as required. Locate all sewn seams at a support post. Alternatively, two sections of silt fence can be overlapped, provided the Contractor can demonstrate, to the satisfaction of the Engineer, that the overlap is long enough and adjacent fence sections are close enough together to prevent silt laden water from escaping through the fence at the overlap.
 - Attach the silt fence fabric on the up-slope side of the posts and support system with staples, wire, or in accordance with the manufacturer's recommendations. Attach the silt fence fabric to the posts in a manner that reduces the potential for geotextile tearing at the staples, wire, or other connection device. Silt fence back-up support for the fabric in the form of a wire or plastic mesh is dependent on the properties of the fabric selected for use. If wire or plastic back-up mesh is used, fasten the mesh

- securely to the up-slope of the posts with the fabric being up-slope of the mesh back-up support.
- Bury the fabric at the bottom of the fence in a trench to a minimum depth of 4 inches below the ground surface. Backfill the trench and tamp the soil in place over the buried portion of the fabric, such that no flow can pass beneath the fence and scouring can not occur. When wire or polymeric back-up support mesh is used, the wire or polymeric mesh shall extend into the trench a minimum of 3 inches.
 - Drive fence posts in to a minimum depth of 18 inches. A minimum depth of 12 inches is allowed if topsoil or other soft subgrade soil is not present and a minimum depth of 18 inches cannot be reached. Increase fence post depths by 6 inches if the fence is located on slopes of 3H:1V or steeper and the slope is perpendicular to the fence. If required post depths cannot be obtained, adequately secure the posts by bracing or guying to prevent overturning of the fence due to sediment loading.
 - Locate the silt fences on contour as much as possible, except at the ends of the fence, where the fence shall be turned uphill such that the silt fence captures the runoff water and prevents water from flowing around the end of the fence.
 - If the fence must cross contours, with the exception of the ends of the fence, place gravel check dams perpendicular to the back of the fence to minimize concentrated flow and erosion along the back of the fence. The gravel check dams shall be approximately 1-foot deep at the back of the fence and be perpendicular to the fence at the same elevation until the top of the check dam intercepts the ground surface behind the fence. The gravel check dams shall consist of crushed surfacing base course, gravel backfill for walls, or shoulder ballast. Locate the gravel check dams every 10 feet along the fence where the fence must cross contours. The slope of the fence line where contours must be crossed shall not be steeper than 3H:1V.
 - Use wood, steel or equivalent posts. Wood posts shall have minimum dimensions of 2 inches by 2 inches, minimum by 3 feet minimum length, and shall be free of defects such as knots, splits, or gouges. Steel posts shall consist of either size No. 6 rebar or larger; ASTM A120 steel pipe with a minimum diameter of 1-inch; U, T, L, or C shape steel posts with a minimum weight of 1.35 pounds per foot; or other steel posts having equivalent strength and bending resistance to the post sizes listed. The spacing of the support posts shall be a maximum of 6 feet.
 - Fence back-up support, if used, shall consist of steel wire with a maximum mesh spacing of 2 inches, or a prefabricated polymeric mesh. The strength of the wire or polymeric mesh shall be equivalent to or greater than 180 pounds grab tensile strength. The polymeric mesh must be as resistant to ultraviolet radiation as the geotextile it supports.
 - Specification details for silt fence installation using the slicing method follow. Refer to Figure 2 - 25 for slicing method details.
 - The base of both end posts must be at least 2 to 4 inches above the top of the silt fence fabric on the middle posts for ditch checks to drain properly. Use a hand level or string level, if necessary, to mark base points before installation.
 - Install posts 3 to 4 feet apart in critical retention areas and a maximum of 6 feet apart in standard applications. If wire backing is used, post spacing may be increased to 8-foot maximum.

- Install posts 24 inches deep on the downstream side of the silt fence, and as close as possible to the fabric, enabling posts to support the fabric from upstream water pressure.
- Install posts with the nipples facing away from the silt fence fabric.
- Attach the fabric to each post with three ties, all spaced within the top 8 inches of the fabric. Attach each tie diagonally 45 degrees through the fabric, with each puncture at least 1 inch vertically apart. In addition, each tie should be positioned to hang on a post nipple when tightening to prevent sagging.
- Wrap approximately 6 inches of fabric around the end posts and secure with 3 ties.
- No more than 24 inches of a 36-inch fabric is allowed above ground level.
- The installation should be checked and corrected for any deviation before compaction. Use a flat-bladed shovel to tuck fabric deeper into the ground, if necessary.
- Compaction is vitally important for effective results. Compact the soil immediately next to the silt fence fabric with the front wheel of a tractor, skid steer, or roller exerting at least 60 pounds per square inch. Compact the upstream side first and then each side twice for a total of four trips.

3.2.14.4 Maintenance Standards

- Repair any damage immediately.
- If concentrated flows are evident uphill of the fence, intercept and convey them to a sediment pond.
- It is important to check the uphill side of the fence for signs of the fence clogging, acting as a barrier to flow, and then causing channelization of flows parallel to the fence. If this occurs, replace the fence or remove the trapped sediment.
- Remove sediment deposits when the deposit reaches approximately one-third the height of the silt fence, or install a second silt fence.
- If the filter fabric (geotextile) has deteriorated due to ultraviolet breakdown, replace it.

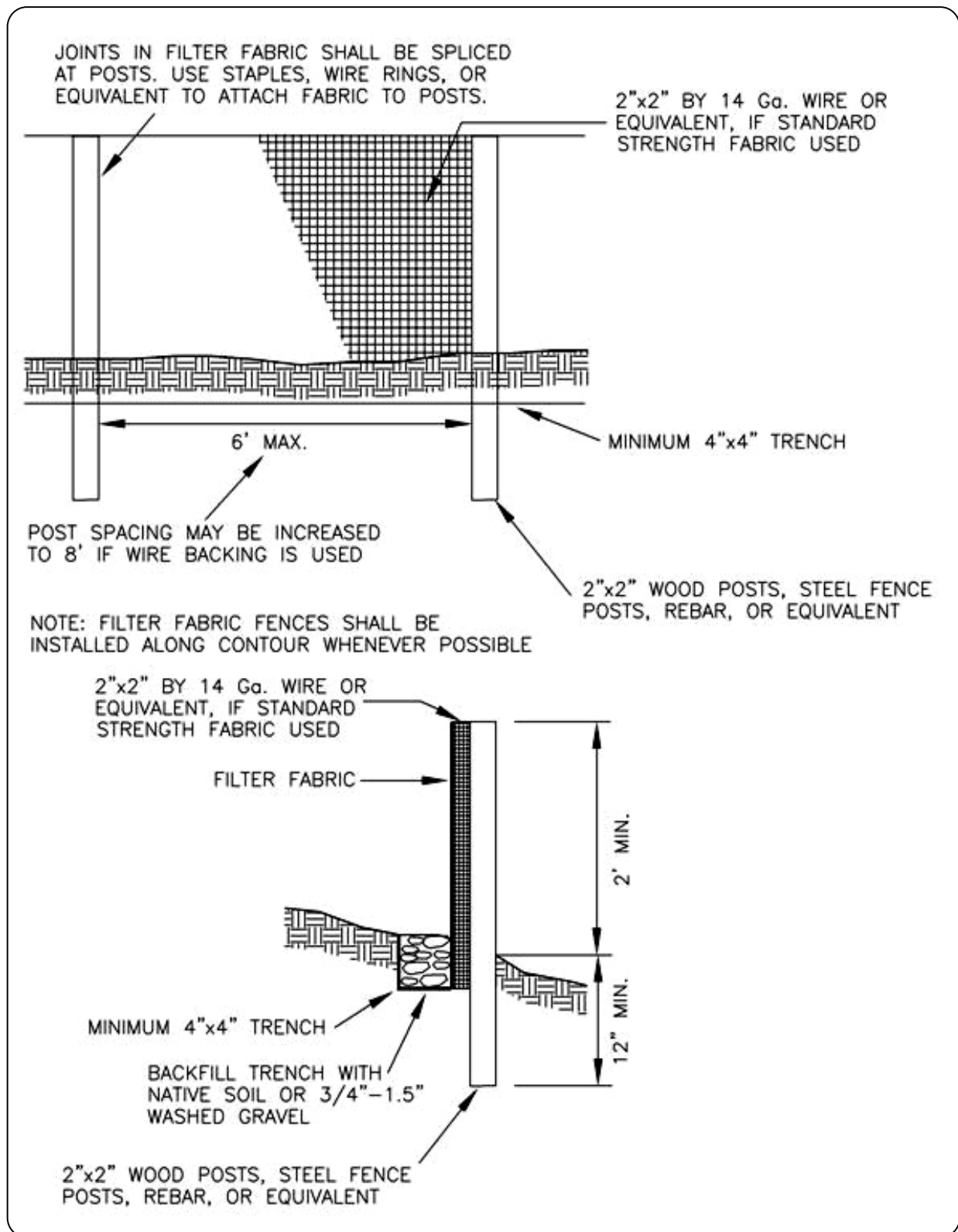


Figure 2 - 24. Silt Fence

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

3%

Women Business
Enterprise Requirement

2%

Small Business Enterprise
Requirement

4%

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

www.cityoftacoma.org/sbe
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: ES20-0340F
Date of Record: 12.2.2020

*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

TABLE OF CONTENT

INTRODUCTION	3
GENERAL REQUIREMENTS	3
Objectives and scope of the EIC Program	3
Applicability	3
Discrimination	3
Record Retention	3
ADMINISTRATIVE REQUIREMENTS	4
Certification	4
Overall and Contract goals	4
Overall goal	4
Contract goals	4
Contract Award	5
Waivers	4
MONITORING AND ENFORCEMENT MECHANISM	6
Fostering small businesses	6
Prompt pay monitoring, certified payroll & retainage release process	6
Commercially Useful Function	6
Substitution, Termination & Post-Award Good Faith Efforts Procedures	6
Enforcement Mechanism	7
Tracking overall progress	8
VERSION HISTORY	8
Current Version	8
Previous Version(s)	8

Introduction

The Equity in Contracting (EIC) Division has developed this procedural manual as a requirement to ensure Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) have fair and equal access to compete for contracts, subcontracts and agreements on all Public Work projects as described in Tacoma Municipal Code (TMC) Chapter 1.07.040(B). This manual 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.

General Requirements

Objectives and scope of the EIC Program

This program functions as the City's program to promote small businesses on city-funded contracts and its intent is to provide full and fair opportunities for equal participation by Small, Minority and Women owned businesses on city funded public works projects. This program requires contractors to make Good Faith Efforts¹ (GFE) to use Small, Minority-Owned and/or Women-Owned businesses when requirements are applied to their contracts by the City. Compliance with requirements for bidders/contractors to exercise good faith efforts shall be measured utilizing guidance provided in 49. C.F.R Part 26, Appendix A.

Applicability

This program applies to all Public Works contracts that are executed at the cost of the City including the following:

- General Government:
 - Public Works (Streets, Bridges, Facilities)
 - Environmental Services (Storm Water, Wastewater, Solid Waste)
 - Tacoma Venues and Events (Tacoma Convention and Trade Center, Cheney Stadium, Tacoma Dome)
- Tacoma Public Utilities:
 - Tacoma Power (Dams, Transmission and Distribution, Recreational facilities)
 - Tacoma Water
 - Tacoma Rail, Click! Network

Discrimination

Compliance with requirements regarding discrimination shall be measured utilizing guidance provided in TMC 1.07.030

Record Retention

All contract records must be retained for a period of 6 years after each contract completion in compliance with the Office of the Secretary of State (SOS) Records retention schedule as documented on the SOS website. All contract records must be available at reasonable times and places for inspection by authorized representatives and contractors are required to maintain relevant records and information necessary to

¹ Per 49 CFR Part 26, the bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

document compliance with this chapter and the contractor's utilization of Small, Minority, and Women Business Enterprise, and shall include the right of the City to inspect such records per TMC 1.07.080.

Administrative Requirements

Certification

The State of Washington has charged the Office of Minority and Women's Business Enterprises (OMWBE) with certifying Small, Minority, and women-owned Business Enterprises to facilitate their participation in public contracting and procurement. The City of Tacoma is currently transitioning its Small Business Enterprise (SBE) list² to the OMWBE's list³.

Overall and Contract goals

Overall goal

For each fiscal year, the City may establish an annual aspirational percentage goal for overall Small, Minority, and Women Business Enterprise participation on public works projects. This goal shall be achieved by counting all Small, Minority, and women Business Enterprise participation using B2GNow.

The current city annual aspirational overall goals are:

- 10% MBE
- 8% WBE
- 7% SBE/DBEs

No participation will be counted until all EIC requirements have been met on a contract.

Contract goals

The EIC division is tasked with assigning a mandatory goal on each contract⁴ based on specific criteria not to exceed 22% of the total contract amount. The criteria used shall include business capacity, business availability, nature of the contract, past experiences with Small, Minority, and Women Business Enterprises participation in similar contracts, and subcontracting opportunities. All contract goals must be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE list or the City of Tacoma SBE list⁵.

Waivers (Requested by Project Owners only)

City departments/divisions (department owner) may request to waive the goal applied to a particular contract. The request shall be submitted in writing to the EIC office. Waivers will be reviewed in accordance with TMC 1.07.060(C) and may be granted under the following circumstances:

- Emergency

Must be documented and requested by the department/division awarding the contract.

- Not Practicable

Must be documented and requested by the department/division awarding the contract.

- Sole Source

Must be confirmed by the Finance Purchasing Manager.

The EIC division will conduct a preliminary search for potential MBEs, WBEs, and SBEs.

² Current list available at <https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505.c>

³ [https://oSmall, Minority, and Women Business Enterprise.diversitycompliance.com/](https://oSmall,Minority,andWomenBusinessEnterprise.diversitycompliance.com/)

⁴ Goal setting method tutorial available upon request

⁵ Please contact the Equity in Contracting Office for questions or to verify a firm's status.

- Government Purchasing

Must be confirmed by the Finance Purchasing Manager.

- Lack of Certified Contractors

The EIC division will look up available contractors by scope of work from the OMWBE roster and/or WEBS. The list produced by this research shall be documented with other files for the contract in question. The requirement will be waived if no more than 3 contractors are available for the specific scope of work identified for the contract.

- Best Interests of the City

Must be documented and requested by the department/division awarding the contract.

Contract Award and Good Faith Efforts

Once the EIC Division has established an EIC contract goal, City of Tacoma will only award a contract to the bidder who makes a good faith effort (GFE) to meet the goal. The following describes GFE procedures for contractors. These efforts are used not only at time of bid but throughout the life and end of the project/contract. At time of bid, the EIC Division evaluates Bidders/Contractors' achievement of Contract Specific Goals or Good Faith Efforts to meet Contract Specific Goals. Achieving the EIC Goal may be accomplished in one of two ways:

Meeting the EIC Goal

The best indication of GFE is to document through submission of the EIC Utilization Form and supporting MBE, WBE or SBE Written Confirmation Form(s) that the bidder has obtained enough EIC Participation to meet or exceed the EIC goal. If a bid/proposal meets the Contract Specific Goal then the EIC division shall notify the procuring department to regard the bid/proposal as responsive.

Good Faith Efforts

In the event a bidder's efforts to solicit sufficient EIC participation have been unsuccessful, the bidder must demonstrate adequate Good Faith Efforts in whole or partially through GFE documentation. In this case, the bidder must supply GFE documentation in addition to EIC Utilization form and MBE, WBE or SBE Written Confirmation Form(s) if applicable.

GFE Analysis/Review Process

The EIC division will review and analyze all submitted GFE documents in Pre-Award status. Using the requirements established in 49 CFR 26.53 and 49 CFR 26 Appendix A as the foundation of the review process and to establish consistency as much as possible. However, Appendix A is not an all-inclusive list. The EIC division will take into consideration the quality, quantity, and intensity of the various efforts provided by the bidder. Upon receipt of a GFE analysis request, the EIC division will have 3 days to review, analyze and write up a determination.⁶ If it is determined that the bidder made Good faith Efforts, the EIC division shall notify the procuring department to regard the bid/proposal as responsive. However, if it is determined that the bidder did not make Good faith Efforts, the EIC division shall notify the procuring department to regard the bid/proposal as non-responsive. Such determination shall result in no further consideration of the bid/proposal by the City.

⁶ See 49 CFR Appendix A to Part 26, Guidance Concerning Good Faith Efforts.

Monitoring and Enforcement Mechanism

Fostering small businesses

The EIC Compliance Specialist will attend pre-construction/design conferences (in person or via conference call) to explain EIC Policy, Procedures and its requirements as well as respond to pertinent questions.

Additionally, EIC Compliance Specialist will give monthly “check-in” calls to Small, Minority, and women Business Enterprises who are active subcontractors on public work’s projects.

Prompt pay monitoring, certified payroll & retainage release process

All contracts that have requirements related to the EIC policy must utilize two cloud-based software solutions:

- Contractors and subcontractors will be reporting payment information in the B2GNow System on a monthly basis.
- The EIC division will ensure prompt and full payment of retainage from the prime contractor to the subcontractor within 10 [calendar] days after the subcontractor's work is satisfactorily completed. This will be monitored using B2GNow.
- The “LCP Tracker” system will be used for certified payroll compliance.

Both systems⁷ will be monitored by the EIC division in order to ensure Contract Compliance, proactively identify potential issues and track contract progress. For support using these software solutions, please contact the EIC division at (253) 591-5075.

Commercially Useful Function

Each project department owners will verify and document that Small, Minority, and women Business Enterprises are performing a Commercially Useful Function (CUF) on their respective projects using the onsite review form designed and provided by the EIC division. Potential violations will be reported to EIC for further review and/or investigation; A Small, Minority, and Women Business Enterprise performs a CUF when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Small, Minority, and women Business Enterprise must also be responsible, with respect to materials and supplies.

Substitution, Termination & Post-Award Good Faith Efforts Procedures

Substitution or reduction of a Guaranteed Small, Minority, and Women Business Enterprise firm must be reviewed and approved by the EIC Division. The following are considered good cause to terminate a Guaranteed Small, Minority, and Women Business Enterprise firm:

- Bankruptcy of the Small, Minority, and Women Business Enterprise firm;
- Failure of the Small, Minority, and Women Business Enterprise firm to provide the required bond;
- The Small, Minority, and Women Business Enterprise firm cannot perform the work because they are debarred, not properly licensed, does not meet the subcontractor approval criteria, or in some other way is ineligible to work;
- Failure of the Subcontractor to comply with a requirement of law applicable to subcontracting;
- Death or disability of the principal of the Small, Minority, and Women Business Enterprise firm rendering it unable to perform the work;

⁷ To access both systems, please use the following link: <https://cityoftacoma.sbecompliance.com/?TN=cityoftacoma>

- Dissolution of the Small, Minority, and Women Business Enterprise firm;
- Failure of the Small, Minority, and Women Business Enterprise firm to perform satisfactorily in previous projects not known to Bidder at the time of bid;
- Failure or refusal of the Small, Minority, and Women Business Enterprise to perform work for reasons other than contract term or pricing disputes;
- A change in scope of the contract which removes the guaranteed work from the project.
- Small, Minority, and Women Business Enterprise Subcontractor does not execute an offered contract that reflects the terms and pricing that was agreed upon as a condition of the Guarantee. The Prime must evidence that the Small, Minority, and Women Business Enterprise Subcontractor failed to execute a contract offered by the Prime which reflected such agreements, after the Subcontractor was given adequate time to execute the offered subcontract.
- Change order that reduces the scope of work of a Small, Minority, and Women Business Enterprise guarantee or other reason if approved by EIC Division Director.

Prime contractors must submit their termination/substitution request to the department owners. The request will then be forwarded to the EIC Division for review. Prior to submitting their request, prime contractors must give notice in writing to the subcontractors with the department owner in copy, with the reason for the request. The subcontractor has five (5) business days to respond to the prime contractor's notice.

Per TMC 1.07.080, The City will require a contractor to make good faith efforts to replace a Small, Minority, and women Business Enterprise that is terminated or has otherwise failed to complete its work on a contract with another certified Small, Minority, and Women Business Enterprise. These good faith efforts shall be directed at finding another Small, Minority, and women Business Enterprise to perform at least the same amount of work under the contract as the Small, Minority, and Women Business Enterprise that was terminated, to the extent needed to meet the contract goal that we established for the procurement. The good faith efforts shall be documented by the contractor. Good Faith Effort documentation must be submitted by the contractor to the City, then forwarded to the EIC Division for review. The EIC Division shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.⁸

At time of project completion, each project department owners will verify the following:

- Retainage has been released and payments were made to the subcontractors
- All Small, Minority, and Women Business Enterprises have an onsite review form to show they performed CUF
- Goal was met or GFE was provided if Goal was not fulfilled per contractual requirement

Enforcement Mechanism

Per the TMC 1.07.100, if it is determined that a contractor is in violation of the EIC requirements applied on their projects, 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

⁸ See 49 CFR Appendix A to Part 26, Guidance Concerning Good Faith Efforts.

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;

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.

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.

Tracking overall progress

The EIC Compliance Specialist will conduct meetings with all internal stakeholders periodically in order to assess overall goal attainment and generate recommendations for any process changes that may be necessary to improve overall effectiveness of the EIC policy & procedures.

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 1st of 2020. A 1.1.2020.3 version would denote the third version made on January 1st 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

6.5.2020.1

Previous Version(s)

3.11.2020.1

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.**

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

Application for Waiver of EIC Requirements

Section 1: Basic Information			
Contractor's Name:		EIC Requirements	
Street Address:		MBE %	WBE %
City, State, ZIP Code:			
Contact E-mail Address:			
Contact Telephone No.:			
Section 2: Type of EIC Waiver Requested			
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:			
Section 3: Supporting Documentation			
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"/> Attachment A. 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"/> Attachment 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"/> Attachment C. 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"/> Attachment D. Description of the negotiations between the contractor and certified MWBEs/SBEs for the purposes of complying with the EIC requirements of this contract.			
<input type="checkbox"/> Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by the City of Tacoma with certified MWBEs/SBEs whom the City of Tacoma determined were capable of fulfilling the EIC requirements set in the contract.			
<input type="checkbox"/> Attachment F. Other information deemed relevant to the request.			
Section 4: Signature and Contract Information			
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 APPRENTICE
TRAINING PROGRAM (LEAP) REGULATIONS
FOR PUBLIC WORKS CONTRACTS**

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders 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 below \$1 million and is thusly subject to the:

1. 15% Local Employment 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.



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 carlstrong@cityoftacoma.org.



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma WA 98402
Telephone (253) 591-5826
Fax (253) 591-5232

PRIME CONTRACTOR LEAP UTILIZATION PLAN

Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part A

Contractor:		Date:
Specification Number:	Contract/Work Order Number(s):	Contract Dollar Amount:
Project Description:		Notes:

PART B PLANNED LEAP HOURS*

Trade or Craft	City of Tacoma Resident	Economic Distressed Area Resident	Tacoma Public Utilities Service Area Apprentice Resident	WA State Apprentice *(Contracts outside of TPU Service Area Only)	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Rejected
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
Totals					
					TOTAL hrs.

Part C

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

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.

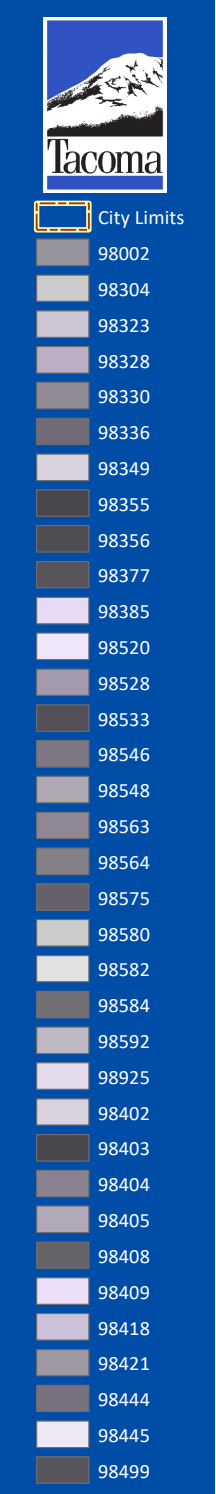
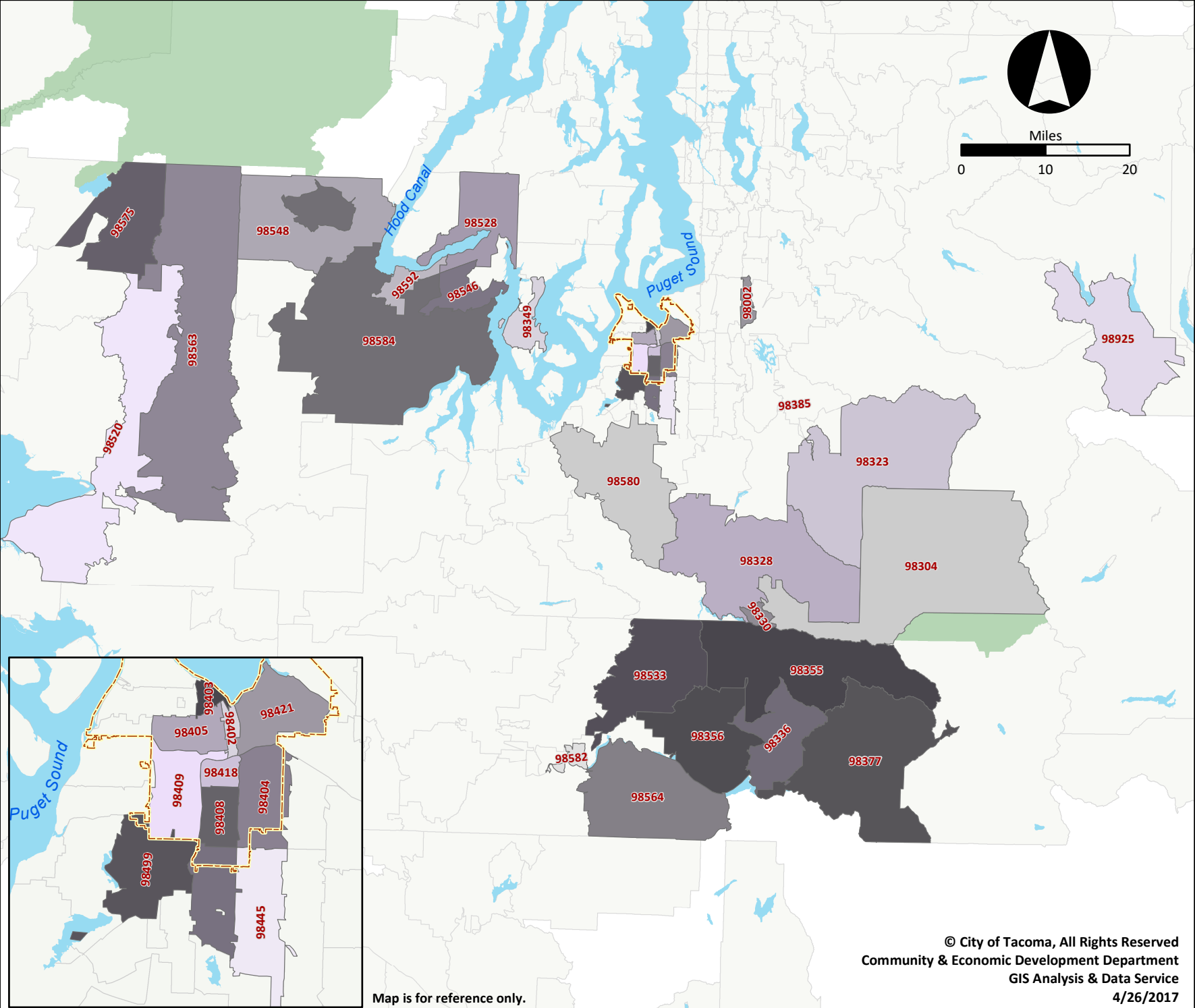
LEAP Employee Categories: Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, Economically Distressed Area Resident, Tacoma Public Utilities Service Area Apprentice Resident, WA State Apprentice *(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.

Appendix C: Economically Distressed ZIP Codes Map



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. (69th percentile)

“Unemployed” = Unemployment rate (45th percentile)

“25+ College” = People at or above 25 years old without a college degree. (75th 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.

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

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:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports. Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor. The Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the

Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Water Utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization –Projects Outside Tacoma Public Utilities Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency. This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements. If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28147 Ex. B; passed May 7, 2013: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 2; passed Jun. 21, 2005: Ord. 26992 § 1; passed Oct. 15, 2002: Ord. 26698 § 2; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Good faith efforts. *Repealed by Ord. 27368.*

(Ord. 27368 § 3; passed Jun. 21, 2005: Ord. 26698 § 3; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works or Improvement contract.

(Ord. 26698 § 4; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

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:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under [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 VI

CITY OF TACOMA INSURANCE REQUIREMENTS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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.
- 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

- 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

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.