



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES23-0008F

Stormwater Pond Rehabilitation – Various Areas

**Project Nos. ENV-03027-11
ENV-02015-04**

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES23-0008F

**STORMWATER POND REHABILITATION – VARIOUS
AREAS**

PROJECT NOs. ENV-03027-11
ENV-02015-04



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

326 East D Street
Tacoma, Washington 98421-1801

SPECIFICATION NO. ES23-0008F

TABLE OF CONTENTS

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

REQUEST FOR BIDS

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 Certification Of Compliance With Wage Payment Statutes
- 5 State Responsibility and Reciprocal Bid Preference Information
- 6 City of Tacoma – Equity in Contracting Requirement Form
- 7 City of Tacoma – 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 (Vacant) |
| Division 4 | Bases (Vacant) |
| Division 5 | Surface Treatments and Pavements (Vacant) |
| Division 6 | Structures (Vacant) |
| Division 7 | Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits |
| Division 8 | Miscellaneous Construction |
| Division 9 | Materials (Vacant) |
| Appendix A | City of Tacoma and WSDOT Standard Plans |
| Appendix B | City of Tacoma ESMS Requirements. |

PART III CITY OF TACOMA – EQUITY IN CONTRACTING PROGRAM

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

PART V STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS

PART VI CITY OF TACOMA INSURANCE REQUIREMENTS



City of Tacoma
Environmental Services/Science and Engineering

REQUEST FOR BIDS ES23-0008F
Stormwater Pond Rehabilitation – Various Areas

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 25, 2023

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

Pre-Proposal Meeting: A pre-bid conference will be held *via zoom conference call at 10:00 A.M. PT*, on April 17th, 2023. to answer questions regarding the Equity In Contracting (EIC) Program and Local Employment and Apprenticeship Training Program (LEAP) requirements included in the contract. Prospective bidders are urged to attend.

Join Zoom Meeting

<https://us02web.zoom.us/j/86136045696?pwd=MjAySmhUM1VBNk53R2tHd3JLbVloZz09>

Project Scope: This Contract shall generally consist of maintenance activities for seven (7) stormwater detention ponds in various Tacoma areas, including the City of Tacoma Landfill. The work includes but is not limited to sediment and vegetation removal, grading, haul and disposal, cleaning of inlet and outlet pipes and their nearest structure, and placement of quarry spalls.

Estimate: \$780,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

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.

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Dawn DeJarlais, Senior Buyer by email to ddejarlais@cityoftacoma.org

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND:** The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **EQUITY IN CONTRACTING (EIC) UTILIZATION FORM**
Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works

to the City of Tacoma. The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

See City of Tacoma – Equity In Contracting Program section for additional information.

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 local economically distressed areas, whether or not such person is an Apprentice.
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: If both goals are assigned to this project, 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 the City of Tacoma or in a local economically distressed area.

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

**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 Equity in Contracting and Local Employment and Apprenticeship Training programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

B I D P R O P O S A L

SPECIFICATION NO. ES23-0008F

Stormwater Pond Rehabilitation – Various Areas

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. ENV-02015-04, ENV-03027-11 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
2. 7-08	Temporary Storm Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
3. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
4. 8-01	Erosion/Water Pollution Control	Force Account	Estimated	\$ <u>10,000.00</u>
5. 8-01	Dewatering Plan	1 Lump Sum	Lump Sum	\$ _____
West Pond – 3510 S Mullen St.-City of Tacoma Landfill				
6. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
7. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. ES23-0008F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
8. 2-03	Roadway Excavation of Contaminated Material, Incl. Haul	89 Ton	\$ _____	\$ _____
9. 7-07	Cleaning Existing Drainage Structure	1 Lump Sum	Lump Sum	\$ _____
10. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
11. 8-01	Dewatering	1 Lump Sum	Lump Sum	\$ _____
12. 8-01	Inlet Protection	1 Each	\$ _____	\$ _____
13. 8-15	Quarry Spalls	37 Ton	\$ _____	\$ _____
East Pond S Mullen St.-City of Tacoma Landfill				
14. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
15. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
16. 2-03	Roadway Excavation of Contaminated Material, Incl. Haul	271 Ton	\$ _____	\$ _____
17. 7-07	Cleaning Existing Drainage Structure	1 Lump Sum	Lump Sum	\$ _____
18. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
19. 8-01	Dewatering	1 Lump Sum	Lump Sum	\$ _____
20. 8-01	Inlet Protection	1 Each	\$ _____	\$ _____
21. 8-12	Remove and Replace Chain Link Fence	30 LF	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES23-0008F

Page 2 of 6

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
22. 8-15	Quarry Spalls	38 Ton	\$ _____	\$ _____
North Pond – 3510 S Mullen St.-City of Tacoma Landfill				
23. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
24. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
25. 2-03	Roadway Excavation of Contaminated Material, Incl. Haul	3727 Ton	\$ _____	\$ _____
26. 7-07	Cleaning Existing Drainage Structure	1 Lump Sum	Lump Sum	\$ _____
27. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
28. 8-01	Dewatering	1 Lump Sum	Lump Sum	\$ _____
29. 8-01	Inlet Protection	2 Each	\$ _____	\$ _____
30. 8-15	Quarry Spalls	37 Ton	\$ _____	\$ _____
Rehe Plat Wetpond – 5001 East N Street				
31. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
32. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
33. 2-03	Roadway Excavation of Contaminated Material, Incl. Haul	41 Ton	\$ _____	\$ _____
34. 7-07	Cleaning Existing Drainage Structure	1 Lump Sum	Lump Sum	\$ _____
35. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. ES23-0008F

Page 3 of 6

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
36. 8-01	Dewatering	1 Lump Sum	Lump Sum	\$ _____
37. 8-01	Inlet Protection	2 Each	\$ _____	\$ _____
38. 8-15	Quarry Spalls	17 Ton	\$ _____	\$ _____
Kirkview – 1032 E 49th ST				
39. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
40. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
41. 2-03	Roadway Excavation of Contaminated Material, Incl. Haul	11 Ton	\$ _____	\$ _____
42. 7-07	Cleaning Existing Drainage Structure	1 Lump Sum	Lump Sum	\$ _____
43. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
44. 8-01	Dewatering	1 Lump Sum	Lump Sum	\$ _____
45. 8-01	Inlet Protection	3 Each	\$ _____	\$ _____
46. 8-05	Bioswale Seed Mix	117 Sq. Yd.	\$ _____	\$ _____
47. 8-05	Topsoil Type A	26 Cu. Yd.	\$ _____	\$ _____
48. 8-12	Double 20 Ft. Chain Link Gate	1 Each	\$ _____	\$ _____
49. 8-12	Remove and Replace Chain Link Fence	20 LF	\$ _____	\$ _____
50. 8-15	Quarry Spalls	6 Ton	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES23-0008F

Page 4 of 6

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
Harbor View Heights – 2435 25th Street NE				
51. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
52. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
53. 2-03	Roadway Excavation of Contaminated Material, Incl. Haul	47 Ton	\$ _____	\$ _____
54. 7-07	Cleaning Existing Drainage Structure	1 Lump Sum	Lump Sum	\$ _____
55. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
56. 8-01	Dewatering	1 Lump Sum	Lump Sum	\$ _____
57. 8-01	Inlet Protection	4 Each	\$ _____	\$ _____
58. 8-15	Quarry Spalls	80 Ton	\$ _____	\$ _____

**Harbor Ridge Estates Detention Pond
5035 Norpoint Way NE**

59. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
60. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
61. 2-03	Roadway Excavation of Contaminated Material, Incl. Haul	25 Ton	\$ _____	\$ _____
62. 7-07	Cleaning Existing Drainage Structure	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. ES23-0008F

63. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
64. 8-01	Dewatering	1 Lump Sum	Lump Sum	\$ _____
65. 8-01	Inlet Protection	4 Each	\$ _____	\$ _____
66. 8-15	Quarry Spalls	15 Ton	\$ _____	\$ _____

Base Bid (Subtotal Items Nos. 1- 66) \$ _____

10.3% Sales Tax (Items Nos. 1 - 66) \$ _____

SIGNATURE PAGE**CITY OF TACOMA
ENVIRONMENTAL SERVICES / SCIENCE AND ENGINEERING**

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

**REQUEST FOR BIDS SPECIFICATION NO. ES23-0008F
Stormwater Pond Rehabilitation – Various Areas**

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

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

Non-Collusion Declaration

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

 Bidder/Proposer's Registered Name

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

 Address

 Printed Name and Title

 City, State, Zip

 (Area Code) Telephone Number / Fax Number

 Authorized Signatory E-Mail Address

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

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

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

 E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 11, 2023), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐Partnership ☐Joint Venture ☐Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No

☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business
Enterprise Requirement

6%

Women Business
Enterprise Requirement

2%

Small Business Enterprise
Requirement

6%

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

www.omwbe.diversitycompliance.com*

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

CCD/SBE: ENV-02015-04-01 & ENV-03027-11-01

Date of Record: 02/28/2023

Project Spec#: ES23-0008F

Project Title: Stormwater & Solid Waste Management 2023 Pond Rehabilitation – Various Sites

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



City of Tacoma
 Community & Economic Development
 Office of Equity in Contracting
 747 Market Street, Rm 900
 Tacoma WA 98402
 253-591-5826
 Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete business names and phone numbers are required to verify your usage of Certified Businesses

a. Business Name and Certification Number(s)	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 OMWBE Certified Business(s) 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 deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. 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.
8. 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.
9. 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.
10. Block "i" – The percentage 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 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage 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 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage 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 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

- VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
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: _____

SAMPLE



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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

Table of Contents

INTRODUCTION	1
DESCRIPTION OF WORK	2
1-01 DEFINITIONS AND TERMS.....	3
1-01.3 Definitions	3
1-02 BID PROCEDURES AND CONDITIONS.....	6
1-02.1 Prequalification of Bidders	6
1-02.1 Qualifications of Bidder.....	6
1-02.2 Plans and Specifications	6
1-02.4(1) General.....	6
1-02.5 Proposal Forms.....	6
1-02.6 Preparation of Proposal.....	7
1-02.7 Bid Deposit	8
1-02.13 Irregular Proposals	10
1-02.14 Disqualification of Bidders	10
1-02.15 Pre Award Information.....	12
1-03 AWARD AND EXECUTION OF CONTRACT	13
1-03.1 Consideration of Bids	13
1-03.2 Award of Contract	13
1-03.3 Execution of Contract.....	13
1-03.4 Contract Bond.....	14
1-03.5 Failure to Execute Contract.....	14
1-04 SCOPE OF THE WORK	15
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda 15	
1-04.4 Changes	15
1-04.6 Variation in Estimated Quantities	15
1-05 CONTROL OF WORK.....	16
1-05.3 Plans and Working Drawings.....	16
1-05.3 Submittals.....	16
1-05.3(1) Submittal Schedule	16
1-05.3(2) Submittal Procedures	17
1-05.3(3) Engineer's Review of Submittals.....	17
1-05.3(4) Resubmittals	18
1-05.3(5) Submittal Requirements by Section	18

1-05.3(8) Clarifications	19
1-05.4 Conformity With and Deviations from Plans and Stakes	19
1-05.4(1) Roadway and Utility Surveys	19
1-05.11 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	26
1-06.1 Approval of Materials Prior To Use	26
1-06.1(1) Qualified Products List (QPL)	26
1-06.1(2) Request for Approval of Material (RAM).....	26
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	27
1-07.1 Laws to be Observed	27
1-07.2 State Taxes	27
1-07.2(3) Services	27
1-07.9 Wages.....	27
1-07.9(5) Required Documents	27
1-07.15 Temporary Water Pollution/Erosion Control.....	28
1-07.15(1) Spill Prevention, Control and Countermeasures Plan	28
1-07.16 Protection and Restoration of Property.....	32
1-07.16(1) Private/Public Property.....	32
1-07.16(3) Fences, Mailboxes, Incidentals	32
1-07.17 Utilities and Similar Facilities	32

1-07.18 Public Liability and Property Damage Insurance.....	33
1-07.18 Insurance	33
1-07.23 Public Convenience and Safety	34
1-07.23(1) Construction Under Traffic	34
1-07.23(1) Construction under Traffic.....	34
1-07.23(2) Construction and Maintenance of Detours	35
1-07.24 Rights of Way	36
1-08 PROSECUTION AND PROGRESS	38
1-08.0 Preliminary Matters	38
1-08.0(1) Preconstruction Conference	38
1-08.0(2) Hours of Work.....	38
1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees.....	39
1-08.1 Subcontracting - D/M/WBE Reporting.....	39
1-08.1 Subcontracting	40
1-08.1(2) Subcontracting – Equity in Contracting	40
1-08.4 Prosecution of Work.....	40
1-08.4 Notice to Proceed and Prosecution of Work.....	40
1-08.5 Time for Completion.....	40
1-08.9 Liquidated Damages	41
1-09 MEASUREMENT AND PAYMENT.....	43
1-09.6 Force Account.....	43
1-09.9 Payments.....	43
1-09.9(1) Retainage	44
1-09.13(3)A Arbitration General.....	45
1-10 TEMPORARY TRAFFIC CONTROL.....	46
1-10.1(2) Description.....	46
Traffic Control Management	46
1-10.2(1) General	46
1-10.3(3)A Construction Signs	47
1-10.3(3)C Portable Changeable Message Sign.....	47
1-10.4(2) Item Bids with Lump Sum for Incidentals.....	48
1-11 ENVIRONMENTAL AND SUSTAINABILITY MANAGEMENT SYSTEM (esms).....	49
1-11.1 Description	49
1-11.3 Construction Requirements	49
2-03 ROADWAY EXCAVATION AND EMBANKMENT	49

2-03.1 Description	49
2-03.3 Construction Requirements	49
2-03.3(5) Slope Treatment	50
2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters.....	50
2-03.5 Payment	50
2-07 WATERING	50
2-07.3 Construction Requirements	50
2-07.3(1) Water Supplied from Hydrants	50
2-17 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS IN TACOMA SMELTER PLUME52	
2-17.1 Description	52
2-17.1(1) General	52
2-17.1(2) Site Description	52
2-17.1(2)A Historical Land Use	53
2-17.1(2)B Soil Descriptions and Soil Quality	53
2-17.1(3) Soil Management.....	53
2-17.1(4) Submittals	53
2-17.2 Health and Safety	53
2-17.2(1) Health and Safety Laws and Regulations.....	54
2-17.2(2) Site Health and Safety Plan.....	54
2-17.2(3) Site Health and Safety Officer.....	55
2-17.2(4) Contractor Safety Equipment	56
2-17.2(5) Soil Management Plan	56
2-17.3 Construction Requirements	56
2-17.3(1) Notification	56
2-17.3(2) Transportation	56
2-17.3(2)A General	56
2-17.3(2)B Control of Waste Material.....	57
2-17.3(2)C Street Sweeping.....	57
2-17.3(2)D Transportation and Shipping Requirements	57
2-17.3(3) Off-site Treatment and Disposal.....	57
2-17.5 Payment	58
7-04 STORM SEWERS.....	58
7-07 CLEANING EXISTING DRAINAGE STRUCTURES	59
7-07.1 Description	59

7-07.3 Construction Requirements	59
7-08 GENERAL PIPE INSTALLATION REQUIREMENTS	60
7-08.3 Construction Requirements	60
7-08.3(5) Temporary Bypass Pumping	60
7-08.3(5)A General Requirements	60
7-08.3(5)B Backup Equipment and Monitoring.....	61
7-08.3(5)C Flow for Bypass System Design	61
7-08.3(5)D Bypass Pumping Plan.....	62
7-08.3(5)E Pump Station Coordination	62
7-08.4 Measurement.....	62
7-08.5 Payment	63
7-17 SANITARY SEWERS.....	64
7-17.1 Description	64
7-17.3(2)H Television Inspection.....	64
8-01 EROSION CONTROL AND WATER POLLUTION CONTROL	64
8-01.1 Description	64
8-01.3(1)A Submittals.....	64
8-01.3(1)B Erosion and Sediment Control (ESC) Lead	65
8-01.3(1)C Water Management	66
8-01.3(7) Stabilized Construction Entrance.....	68
8-01.3(8) Street Cleaning.....	68
8-01.3(9)D Inlet Protection.....	68
8-01.3(10) Wattles.....	69
8-01.4 Measurement.....	69
8-01.5 Payment	69
8-05 POND RESTORATION	70
8-05.1 Description	70
8-05.2 Materials	70
8-05.3 Construction Requirements	70
8-05.4 Measurement.....	70
8-05.5 Payment	70
8-12 CHAIN LINK FENCE AND WIRE FENCE.....	71
8-12.1 Description	71
<i>This first paragraph is replaced with the following:</i>	71
8-12.2 Materials.....	71

8-12.3(1)E Chain Link Gates..... 71

8-12.4 Measurement 71

8-12.5 PAYMENT 71

INTRODUCTION

(*****)

The following special provisions shall be used in conjunction with the "2023 Standard Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road, Bridge, and Municipal Construction" as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of charge, from this location on the WSDOT home page: <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

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

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

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

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

(*****)

A pre-bid conference will be held *via zoom conference call at 10:00 A.M. PT*, on April 17th, 2023, to answer questions regarding the Equity In Contracting (EIC) Program and Local Employment and Apprenticeship Training Program (LEAP) requirements included in the contract. Prospective bidders are urged to attend.

Join Zoom Meeting

<https://us02web.zoom.us/j/86136045696?pwd=MjAySmhUM1VBNk53R2tHd3JLbVloZz09>

Meeting ID: 861 3604 5696

Passcode: 968432

One tap mobile

+12532050468,,86136045696#,,,968432# US

+12532158782,,86136045696#,,,968432# US (Tacoma)

Dial by your location

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 444 9171 US

1 +1 669 900 9128 US (San Jose)
2 +1 719 359 4580 US
3 +1 312 626 6799 US (Chicago)
4 +1 360 209 5623 US
5 +1 386 347 5053 US
6 +1 507 473 4847 US
7 +1 564 217 2000 US
8 +1 646 558 8656 US (New York)
9 +1 646 931 3860 US
10 +1 689 278 1000 US
11 +1 301 715 8592 US (Washington DC)
12 +1 305 224 1968 US
13 +1 309 205 3325 US
14 Meeting ID: 861 3604 5696
15 Passcode: 968432
16 Find your local number: <https://us02web.zoom.us/j/kd4BcF4WF7>
17
18

19 **DESCRIPTION OF WORK**

20 (*****)

21
22 This Contract shall generally consist of maintenance activities for seven (7) stormwater
23 detention ponds in various Tacoma areas, including the City of Tacoma Landfill. The
24 work includes but is not limited to sediment and vegetation removal, grading, haul and
25 disposal, cleaning of inlet and outlet pipes and their nearest structure, and placement of
26 quarry spalls.
27
28
29
30
31
32

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
2 Agency 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
6 and acceptance granted.

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for "Contract".

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

46
47 *This section is supplemented with the following:*
48 (April 15, 2020 Tacoma GSP)

49
50 All references to the acronym UDBE" shall be revised to read "DBE/EIC".
51

1 All references in the Standard Specifications to the term "Proposal Bond" shall be
2 revised to 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
7 Section 1-07.2.

8
9 **Calendar Day**

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

12
13 **Change Order**

14 A written order to the Contractor, issued by the Contracting Agency after execution of
15 the contract, authorizing an addition, deletion, or other revision in the Work, within the
16 scope of the Contract Documents, and establishing the basis of payment and time
17 adjustments, if any, for the 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
24 may, at the discretion of the Contract Agency, be deducted from the Base Bid should the
25 Contract 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
33 Specifications for Road, Bridge, and Municipal Construction."

34
35
36 **END OF SECTION**
37
38

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

1-02.1 Qualifications of Bidder

(January 24, 2011 APWA GSP)

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

1-02.2 Plans and Specifications

(*****)

Delete this section and replace it with the following:

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

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

1-02.4(1) General

(August 15, 2016 APWA GSP Option B)

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

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

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

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

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

The bidder shall submit the following completed forms:

City of Tacoma – Equity in Contracting Utilization Form

1-02.7 Bid Deposit**(*****)***Delete this section and replace it with the following:*

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

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

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

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

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

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

1-02.9 Delivery of Proposal**(March 1, 2021 Tacoma GSP)***Delete this section and replace it with the following:*

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

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

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

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

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

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

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

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

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

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

Delete this section and replace it with the following:

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

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

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

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

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

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

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

<https://us02web.zoom.us/j/83250498294>

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

1-02.13 Irregular Proposals

(October 18, 2013 Tacoma GSP)

Delete this section and replace it with the following:

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

1-02.14 Disqualification of Bidders

(October 18, 2013 Tacoma GSP)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

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

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

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

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees with this determination, it may appeal the determination within 24 hours of receipt of the

Contracting Agency's determination by presenting its appeal to the Contracting Agency. The Contracting Agency will consider the appeal before issuing its final determination. If the final determination affirms that the Bidder is not responsible, the Contracting Agency will not execute a contract with any other Bidder until at least two business days after the Bidder determined to be not responsible has received the final determination.

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

Revise this section to read:

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

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

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

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

1-03.4 Contract Bond

(July 23, 2015 APWA GSP)

Delete the first paragraph and replace it with the following:

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

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

*Add the following new section:***1-03.5 Failure to Execute Contract**

(April 15, 2020 Tacoma GSP)

The first sentence is revised to read:

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

END OF SECTION

1-04 SCOPE OF THE WORK

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

(March 13, 2012 APWA GSP)

Revise the second paragraph to read:

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

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

1-04.4 Changes

(*****)

Revise the fifth paragraph to read:

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

1-04.6 Variation in Estimated Quantities

(May 25, 2006 APWA GSP)

This section is supplemented with the following:

The quantity for Roadway Excavation of Contaminated Material Incl. Haul and Quarry Spalls have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be paid at the original bid price, regardless of final quantity. These bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

END OF SECTION

1-05 CONTROL OF WORK

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

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

1-05.3 Submittals

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

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

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

- Shop Drawings/Plans
- 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.

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

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

7 8 **1-05.3(4) Resubmittals** 9

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

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

20
21 Each submittal shall have a unique number assigned to it (via e-Builder®).

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

26
27 The Contractor shall verify that all exceptions previously noted by the Engineer have
28 been accounted for.

29 30 **1-05.3(5) Submittal Requirements by Section** 31

32 The following is a general summary of submittal requirements. This summary is not
33 inclusive of all submittal requirements and does not relieve the Contractor of their
34 responsibility to provide submittals as noted in subsequent sections of the specifications.
35 The Contractor shall review each bid item and individual section in the applicable
36 provisions or specifications, as noted below, for specific requirements.
37

Section	Description
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
1-10.2	Traffic Control Plan
2-17.2	Health and Safety Plan
2-17.2	Soil Management Plan
7-08.3(1)A	Dewatering Plan
7-08.3(1)A	Special Approved Discharge (SAD) Permit for Sanitary
7-08.3(5)	Temporary Storm Sewer Bypass Plan
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-01	Inlet Protection
8-05	Bioswale Seed Mix
8-05	Topsoil Type A
8-15	Quarry Spalls

1-05.3(8) Clarifications

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys

(October 1, 2005 APWA GSP)

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

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the

Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

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

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

1-05.11(3) Operational Testing

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

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

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

Add the following new section:

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

The Contractor shall return to the project and repair or replace all defects in workmanship and material discovered within one year after Final Acceptance of the Work. The Contractor shall start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's written notice of a defect, and shall complete such work within the time stated in the Contracting Agency's notice. In case of an emergency, where damage may result from delay or where loss of services may result, such corrections may be made by the Contracting Agency's own forces or another Contractor, in which case the cost of corrections shall be paid by the Contractor. In the

event the Contractor does not accomplish corrections within the time specified, the work will be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

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

1-05.13 Superintendents, Labor and Equipment of Contractor

(August 14, 2013 APWA GSP)

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices

(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.

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

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

1-05.19(2) Training & Support

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

1-05.19(3) Authorized Users

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

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

1-05.19(4) Communications

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

1. Document Integrity and Revisions: Documents, comments, drawings and other data posted to the system remain a permanent component of the project. The originator, time and date are recorded for each document submitted to the system. Submitting a new document or record with a unique ID, originator, and time stamp is the method used to make modifications or corrections.
2. Document Security: The system provides a method for communication of documents. Documents allow security group assignment to respect the contractual parties' communication with the exception that the Contracting Agency Administrative Users have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**
3. Notifications and Distribution: Document distribution to project members may be accomplished both within the e-Builder® system and via email depending on user settings. Project document distribution to parties outside of the project communication system may be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
4. Except for paper documents which require original signatures and large format documents (greater than 11 x 17 inches), all other documents shall be submitted by transmission in electronic form to the e-Builder® web site by licensed users.

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

1-05.19(5) Record Keeping

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

1-05.19(6) Minimum Equipment Requirements

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

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

1
2
3

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

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1-07.2 State Taxes

(January 6, 2015 TACOMA GSP)

Supplement this section with the following:

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

1-07.2(3) Services

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

1-07.9 Wages

1-07.9(5) Required Documents

(March 1, 2004 Tacoma GSP)

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

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

This section is supplemented with the following:

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

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

1-07.15 Temporary Water Pollution/Erosion Control

(March 23, 2010 Tacoma GSP)

This section is supplemented with the following:

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

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

1-07.15(1) Spill Prevention, Control and Countermeasures Plan

(February 9, 2011 Tacoma GSP)

This section is revised to read:

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

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

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

Implementation Requirements

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

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

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

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

SPCC Plan Element Requirements

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

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

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

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

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

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

9. Project Site Map

Provide a map showing the following items:

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

10. Spill Report Forms

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

Payment

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

“SPCC Plan,” lump sum.

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

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

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

- 1. All costs associated with creating the accepted SPCC Plan.

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

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

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

(January 13, 2011 Tacoma GSP)

This section is supplemented with the following:

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

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

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

1-07.16(3) Fences, Mailboxes, Incidentals

(*****)

The Contractor shall be required to install and maintain temporary fencing throughout the duration of the project at locations where existing fencing is removed. Installing, maintaining, and removing temporary fencing shall be included in "Remove and Re-Install Chain Link Fence".

1-07.17 Utilities and Similar Facilities

(*****)

The first paragraph is supplemented with the following:

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

work. This may require the Contractor to phase their work in a manner that will allow for the utility work.

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

- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819; Brian.Munson@Rainierconnect.net
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790; michael.klapperich@pse.com OR Amber Uhls, Gas, phone: (253) 476-6137; amber.uhls@pse.com
- Lumen, Contact: Al (Aliyah) Skaro; relocations@lumen.com
- Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545; chrisjanoski@terratechllc.net
- AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve Duppenhtaler, phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson, phone: (425) 896-9839; roberta.anderson@sienaengineeringgroup.com
- Level 3 Communications, Level3NetworkRelocations@Level3.com
- One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; steven.schauer@t-mobile.com
- Zayo, Jason Tesdal, Phone: (253) 221-7585; Jason.Tesdal@zayo.com

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

Garbage, recycling, and yard waste pick up within the project limits is on various days and the Contractor should check the website <http://www.govme.com/Common/govME/MyTacoma/CollectionCalendar.aspx> and coordinate their work appropriately or call (253) 591-5543 for detailed schedules within the project limits.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(December 17, 2019 Tacoma GSP)

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

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

This section is supplemented with the following;

A copy of the City of Tacoma Insurance Requirements is included in Part VI of these specifications.

1-07.23 Public Convenience and Safety

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

Revise the third sentence of the second paragraph to read:

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

1-07.23(1) Construction under Traffic (March 1, 2004 Tacoma GSP)

This section is supplemented with the following:

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

All Streets shall remain fully open to vehicular and pedestrian traffic at all times.

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

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

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

by the Contractor. The Contractor shall be responsible for and shall maintain all such signs. The replacement of signs restricting parking shall be as approved by the Engineer.

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

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

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

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

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

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

1-07.23(2) Construction and Maintenance of Detours

(April 1, 2018 Tacoma GSP)

This section is supplemented with the following:

Detour signing during any allowed road closures shall be in accordance with Detour Plans, when included in the Contract Documents. When plans are not included in the Contract Documents, the Contractor shall submit plans for detours in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the

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

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

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

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

1-07.24 Rights of Way

(July 23, 2015 APWA GSP)

Delete this section and replace it with the following:

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

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

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

Whenever easements or rights of entry have not been acquired prior to advertising, these areas are so noted in the Plans. The Contractor shall not proceed with any portion

1 of the work in areas where right of way, easements or rights of entry have not been
2 acquired until the Engineer certifies to the Contractor that the right of way or easement is
3 available or that the right of entry has been received. If the Contractor is delayed due to
4 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
5 entry or right of way, the Contractor will be entitled to an extension of time. The
6 Contractor agrees that such delay shall not be a breach of contract.

7
8 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
9 This includes entry onto easements and private property where private improvements
10 must be adjusted.

11
12 The Contractor shall be responsible for providing, without expense or liability to the
13 Contracting Agency, any additional land and access thereto that the Contractor may
14 desire for temporary construction facilities, storage of materials, or other Contractor
15 needs. However, before using any private property, whether adjoining the work or not,
16 the Contractor shall file with the Engineer a written permission of the private property
17 owner, and, upon vacating the premises, a written release from the property owner of
18 each property disturbed or otherwise interfered with by reasons of construction pursued
19 under this contract. The statement shall be signed by the private property owner, or
20 proper authority acting for the owner of the private property affected, stating that
21 permission has been granted to use the property and all necessary permits have been
22 obtained or, in the case of a release, that the restoration of the property has been
23 satisfactorily accomplished. The statement shall include the parcel number, address,
24 and date of signature. Written releases must be filed with the Engineer before the
25 Completion Date will be established.

26
27
28 **END OF SECTION**
29
30

1-08 PROSECUTION AND PROGRESS

Add the following new section:

1-08.0 Preliminary Matters

(May 25, 2006 APWA GSP)

1-08.0(1) Preconstruction Conference

(October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

1-08.0(2) Hours of Work

(*****)

For the North and West ponds located at 3510 S Mullen St., the Contractor may elect to start at 6:00 a.m.

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

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

Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours

may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

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

Add the following new section:

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

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

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

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

The eighth paragraph is revised to read:

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

1-08.1 Subcontracting

(May 17, 2018 APWA GSP, Option B)

Delete the eighth paragraph.

Add the following new section:

1-08.1(2) Subcontracting – Equity in Contracting

(*****)

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

1-08.4 Notice to Proceed and Prosecution of Work

(July 23, 2015 APWA GSP)

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

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

1-08.5 Time for Completion

(March 16, 2016 Tacoma GSP)

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days: (1) charged to the contract the week before; (2) specified for the physical completion of the contract; and (3) remaining for the physical completion of the contract. The statement will also show the nonworking days and any partial or whole day the Engineer

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

Revise the sixth paragraph to read:

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

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

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

This project shall be physically completed within 65 working days.

1-08.9 Liquidated Damages (March 3, 2021 APWA GSP, Option B)

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

LD=0.15C/T

1
2 Where:

3
4 LD = liquidated damages per working day (rounded to the nearest dollar)

5 C = original Contract amount

6 T = original time for Physical Completion

7
8 When the Contract Work has progressed to Substantial Completion as defined in the
9 Contract, the Engineer may determine the Contract Work is Substantially Complete.
10 The Engineer will notify the Contractor in writing of the Substantial Completion Date. For
11 overruns in Contract time occurring after the date so established, the formula for
12 liquidated damages shown above will not apply. For overruns in Contract time occurring
13 after the Substantial Completion Date, liquidated damages shall be assessed on the
14 basis of direct engineering and related costs assignable to the project until the actual
15 Physical Completion Date of all the Contract Work. The Contractor shall complete the
16 remaining Work as promptly as possible. Upon request by the Project Engineer, the
17 Contractor shall furnish a written schedule for completing the physical Work on the
18 Contract.

19
20 **END OF SECTION**
21

1-09 MEASUREMENT AND PAYMENT

1-09.6 Force Account

(October 10, 2008 APWA GSP)

Supplement this Section with the following:

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

(January 13, 2011 Tacoma GSP)

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

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

1-09.9 Payments

(March 13, 2012 APWA GSP)

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

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

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

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

The initial progress estimate will be made not later than 30 days after the Contractor commences the work, and successive progress estimates will be made every month thereafter until the Completion Date. Progress estimates made during progress of the work are tentative, and made only for the purpose of determining progress payments.

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

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

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

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

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

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

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

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

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

37
38 **1-09.9(1) Retainage**

39 (May 10, 2006 Tacoma GSP)

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

- 41
- 42 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
- 43 7. A release has been obtained from the City of Tacoma's City Clerk's Office.
- 44
- 45
- 46
- 47
- 48

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

Revise the third paragraph to read:

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

END OF SECTION

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description

(July 22, 2019 Tacoma GSP)

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

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

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

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

This section is supplemented with the following:

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

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

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

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

Traffic Control Management

1-10.2(1) General

(October 3, 2022, WSDOT GSP)

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

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

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

Evergreen Safety Council

1 12545 135th Ave. NE
2 Kirkland, WA 98034-8709
3 1-800-521-0778
4 <https://www.esc.org>

5
6 The American Traffic Safety Services Association
7 15 Riverside Parkway, Suite 100
8 Fredericksburg, Virginia 22406-1022
9 Training Dept. Toll Free (877) 642-4637
10 Phone: (540) 368-1701
11 <https://altssa.com/training>

12
13 Integrity Safety
14 13912 NE 20th Ave.
15 Vancouver WA 98686
16 (360) 574-6071
17 <https://www.integritysafety.com>

18
19 US Safety Alliance
20 (904) 705-5660
21 <https://www.ussafetyalliance.com>

22
23 K&D Services Inc.
24 2719 Rockefeller Ave. Everett, WA 98201
25 (800) 343-4049
26 <https://www.kndservices.net>

27
28 **1-10.3(3)A Construction Signs**

29 (January 11, 2006 Tacoma GSP)

30 *The fifth paragraph is revised to read:*

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

35
36 **1-10.3(3)C Portable Changeable Message Sign**

37 (August 4, 2010 Tacoma GSP)

38 *This section is supplemented with the following:*

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

48
49 **(*****)**

1 To prevent hackers from getting access to the Portable Change Message Signs
2 (PCMS), the contractor is required to change the default password and to take other
3 appropriate measures for field access to message control features on the PCMS. In
4 addition, the contractor shall verify the PCMS control box, if any, is secured and locked
5 from tampering during the daily review of the work zone set up and conditions of the
6 traffic control devices.

7
8 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
9 (January 11, 2006 Tacoma GSP)

10 *This section is supplemented with the following:*

11
12 No unit of measure will apply to the position of traffic control manager and it will be
13 considered included in other unit contract prices in the Bid Proposal.

14
15
16
17 **END OF SECTION**

Add the following new section:

1-11 ENVIRONMENTAL AND SUSTAINABILITY MANAGEMENT SYSTEM (ESMS) (*****)

1-11.1 Description

The Contractor shall comply with requirements of Environmental and Sustainability Management System located in Appendix B of these specifications. Environmental and Sustainability Management System (ESMS) documents practices and procedures required by the Environmental Services Department to satisfy the requirements of ISO 14001 certification.

1-11.3 Construction Requirements

The Contractor shall complete the training after award provided by SWM and documentation stating completion of the training located in Appendix B of these specifications. The Contractor is responsible for coordinating with the Engineer to complete ESMS training before entering the site.

2-03 ROADWAY EXCAVATION AND EMBANKMENT (*****)

2-03.1 Description

This section is supplemented with the following:

The work described in this section, regardless of the nature or type of the materials encountered, includes excavating the pond to the "Limit of Excavation" shown in the Plans and hauling and disposing of all excavated material including vegetation.

It is the intent of the contract that the disturbed area will be minimized. Disturbance of existing grass/ground cover outside the "Limit of Excavation" or other areas of excavation as shown in the plan or as directed by the Engineer, will be repaired and stabilized to the Engineer's satisfaction at the Contractor's expense.

2-03.3 Construction Requirements

This section is supplemented with the following:

The Contractor shall haul and dispose of all contaminated material and vegetation excavated from the Project Sites in accordance with the Contract, Plans, and Specifications to LRI Landfill, located at 30919 Meridian Street East, Graham, WA. The Contractor shall not include the cost of the disposal fees in the bid item. The Contracting Agency will pay the disposal fees directly to LRI. The Contracting Agency will provide the Contractor with a WDA to allow the Contractor to dispose of contaminated material at LRI. Vehicles used by the Contractor to transport waste materials shall be properly designed, equipped, and maintained to prevent leakage of materials during transport.

The following requirements shall be met for all vehicles transporting waste materials from the site:

1. No soil from the site shall adhere to the outside surface of the vehicle (including tires and undercarriage);
2. No liquids shall be leaking or dripping from the vehicle.

2-03.3(5) Slope Treatment

This section is deleted.

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

This section is deleted.

2-03.5 Payment

This section is supplemented with the following:

“Roadway Excavation of Contaminated Material, Incl. Haul”, per Ton.

The unit Contract price per ton for “Roadway Excavation of Contaminated Material, Incl. Haul” shall be full compensation for all costs incurred for excavating, vegetation removal, loading, placing, and haul to LRI. The Contractor shall not include the cost of the disposal fees in the bid item. The Contracting Agency will pay the cost of the disposal fee directly to LRI.

END OF SECTION

2-07 WATERING

(August 3, 2009 Tacoma GSP)

2-07.3 Construction Requirements

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

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

Section 2-07.3 is supplemented with the following:

2-07.3(1) Water Supplied from Hydrants

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

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

The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the Water Permit Counter at (253) 502-8247, 2nd floor, Tacoma Public Utilities,

1 Administrative Building, 3628 South 35th Street, Tacoma, WA 98409. A copy of the
2 approved Hydrant Permit shall be submitted to the Engineer.

3
4 Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant
5 Certification Card prior to obtaining a permit. If necessary, contractor personnel shall
6 undergo training to receive the required certification. Contact the Water Permit Counter
7 to set up training as necessary.

8
9
10 **END OF SECTION**
11

2-17 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS IN TACOMA SMELTER PLUME

(June 3, 2014 Tacoma GSP)

2-17.1 Description

2-17.1(1) General

Contaminated soils with concentrations of arsenic (As) and lead (Pb) exceeding the levels listed in the Washington State Models Toxics Control Act (MTCA) cleanup regulations (Chapter 173-340 WAC) may be encountered on the project site. The Contractor shall operate within and meet all applicable laws and regulations associated with working with regulated materials encountered during excavation activities. The Contractor is notified of the existence of cleanup standards for site soils developed according to the MTCA.

The Contractor is advised to review the applicable Washington Administrative Codes (WAC), Washington Department of Ecology (DOE), Washington State Department of Health (DOH), MTCA and Asarco Reports.

Websites for further information:

WAC: <http://apps.leg.wa.gov/wac/> (Title 173-303 & 173-340)

DOH: <http://www.doh.wa.gov/>

DOE: <http://www.ecy.wa.gov/>

MTCA: <http://www.ecy.wa.gov/pubs/9406.pdf>

Public Health Seattle and King County:

<http://www.kingcounty.gov/healthservices/health/ehs/toxic/ArsenicLead.aspx>

Pierce County Health Department:

<http://www.tpchd.org/index.php>

Environmental Protection Agency, Asarco Smelter Cleanup:

<http://www.epa.gov/region10>

Agency for Toxics Substances and Disease Registry, Facts on Arsenic:

<http://www.atsdr.cdc.gov/tfacts2.html>

Centers for Disease Control, Facts on Lead:

<http://www.cdc.gov/nceh/lead/publications/1997/factlead.htm>

Department of Health, Drinking Water:

<http://www.doh.wa.gov/ehp/dw>

2-17.1(2) Site Description

2-17.1(2)A Historical Land Use

The Tacoma smelter opened in 1890 as a lead smelter. Asarco purchased it in 1905 and converted it to copper smelting in 1912. The smelter operated for nearly 100 years, closing in 1986. The smelter specialized in processing ores with high arsenic concentrations.

The smelter used a 562 foot smokestack. The chemicals in the smoke from the stack were carried out by the wind, and settled to the ground over a 1,000 square mile area. Much of the soil in King and Pierce Counties has been contaminated with arsenic and lead. Arsenic is a human carcinogen, and lead can cause development disabilities. The Department of Ecology and state and local health departments are concerned about potential health risks to people exposed to the contamination.

2-17.1(2)B Soil Descriptions and Soil Quality

If the Engineer deems the Project Site is contaminated, the Contracting Agency will test the soils.

2-17.1(3) Soil Management

If the Engineer deems the Project Site is contaminated the Contractor shall load this contaminated material directly into trucks and dispose of it as contaminated material at LRI Landfill, located at 30919 Meridian Street East, Graham, WA. A Waste Disposal Authorization (WDA) for LRI will be supplied to the Contractor at the beginning of the Construction Activities. The Contractor shall follow all provisions of the WDA.

2-17.1(4) Submittals

This paragraph lists submittals required for this project area. Other submittals will be as required.

1. **Health and Safety Plan** – Section 2-17.2(2).
2. **Soil Management Plan** – Section 2-17.2(5)

2-17.2 Health and Safety

The Contractor shall be responsible for the health and safety conditions at the job site related to the regulated substances. This includes the health and safety of workers and public during work and non-working hours. The Contractor shall inform all workers and visitors of the potential for exposure to regulated materials. The Contractor shall follow regulatory procedures to prevent the release of contamination.

Contaminated material excavated during the project is considered solid waste. The Contractor's Health and Safety Plan shall specify training requirements for the site, including 24, 48, or 80 hour training OSHA training as referenced in WAC 296 843 20010, if applicable. The Contractor shall be responsible for all training costs.

1 **2-17.2(1) Health and Safety Laws and Regulations**

2
3 For all work conducted within the limits of this project site, the Contractor shall ensure
4 compliance with all applicable health and safety provisions for hazardous waste
5 operations, including requirements of the Federal Occupation Safety and Health Act of
6 1970 (OSHA) and all amendments, including 29 CFR Part 1910, WAC 296-843, as well
7 as any other applicable regulations. Failure to be thoroughly familiar with applicable
8 health and safety provisions shall not relieve the Contractor of the responsibility to fully
9 comply with all laws and regulations.

10
11 **2-17.2(2) Site Health and Safety Plan**

12
13 The Site Health and Safety Plan shall be prepared in accordance with WAC 173-340-
14 810. The Contractor shall develop a written Site Health and Safety Plan to be used for
15 the duration of the project. The plan shall incorporate all required city, county, state, and
16 federal health and safety provisions. The plan shall be submitted to the City within ten
17 (10) working days after execution of the contract. The Contractor is advised that the City
18 will review the Site Health and Safety Plan, but the Contractor is solely responsible for
19 ensuring that the Site Health and Safety Plan is implemented in accordance with the
20 regulatory requirements. At least one copy of the plan shall be maintained at the work
21 site. A properly qualified individual shall be assigned to serve as the Site Health and
22 Safety Officer, authorized to supervise and enforce compliance with the plan. The
23 Health and Safety Officer shall be responsible for monitoring the work area for health
24 hazards including sampling of the air, soil, and water as required to ensure worker
25 safety.

26
27 All provisions of the Site Health and Safety Plan shall apply to the Contractor,
28 Subcontractors, and all other visitors to the site. Approved Subcontractors may elect to
29 develop a site-specific plan, but this shall not relieve the Contractor of the requirements
30 and responsibilities described herein. The terms and provisions of a Subcontractor's
31 site-specific plan shall meet or exceed the Contractor's plan and shall be submitted to
32 the City or its agents prior to the Subcontractor commencing work.

33
34 The Site Health and Safety Plan shall comply with all applicable regulations and shall
35 include, but not be limited to:

- 36
37 1. A list of chemical hazards and physical hazards, allowable OSHA
38 exposure levels, threshold limit values, and all other regulatory exposure
39 levels.
- 40
- 41 2. If 24, 48, or 80 hour training is required by the Site Health and Safety
42 Plan, then the Contractor shall provide a list of all persons, by work
43 category/type, who will be trained. Photocopies of the employee's
44 training certificates shall be submitted to the Contracting Agency.

1 3. Engineering controls, work practices, personnel and equipment
2 decontamination procedures, and types of personal protective equipment
3 to be used.

4

5 4. A list of safety and monitoring equipment to be kept at the job site and its
6 storage location. A record of monitoring equipment calibration shall be
7 maintained.

8

9 5. A list of required health and safety information to be documented.

10

11 6. An emergency evacuation plan for immediate removal to the nearest
12 hospital or doctor's care for any person who may be injured on the job
13 site. It shall include evacuation routes to medical treatment and
14 emergency telephone numbers for hospitals, ambulances, police and fire
15 departments, poison control, and the City of Tacoma.

16

17 In the event the Health and Safety Plan is determined by a regulatory agency to be
18 inadequate to protect the employees and the public, then the Plan shall be modified by
19 the Contractor at the Contractor's sole expense.

20

21 **2-17.2(3) Site Health and Safety Officer**

22

23 The Contractor shall appoint a Site Health and Safety Officer for the project. The Health
24 and Safety Officer must meet the requirements contained in 29 CFR Part 1910 and
25 Chapter 296-62 WAC and who is qualified by experience and training in hazardous
26 waste operations in accordance with other applicable laws, regulations, and
27 requirements of this Section. The Site Health and Safety Officer shall be qualified and
28 authorized to monitor, supervise, and enforce safety compliance with the Site Health and
29 Safety Plan. A resume of the Site Health and Safety Officer's qualifications shall be
30 submitted to the City for review within five (5) working days of receiving the Notice to
31 Proceed. The Site Health and Safety Officer shall be on site at all times when work
32 operations involve excavation and trenching or at other times when the potential for
33 encountering hazardous substances exists as identified as contaminated soil in the
34 Plans and Section 2-17.

35

36 The Contractor shall be solely responsible for identification and monitoring of air (gases),
37 soil, dust, and groundwater with chemical constituents that could pose health and safety
38 concerns to site personnel. The Contractor shall provide for the protection of safety and
39 health of all workers and other authorized persons, including the City and its agents at
40 the jobsite from exposure to potentially hazardous substances.

41

42 The Contractor shall be solely responsible for ensuring that all necessary monitoring
43 equipment, protective clothing, and other supplies and equipment up to the appropriate
44 level of protection as defined by WISHA, OSHA, and other applicable guidelines are
45 available to implement the plan. No work shall take place in areas where hazardous

substances may potentially be present unless the Site Health and Safety Officer is present and monitoring site conditions.

The Contractor, through the Site Health and Safety Officer, shall not permit any employee, in the performance of the Contract, to work under conditions which are hazardous to the employee. Should violations of the safety and health requirements be called to the Site Health and Safety Officer's attention by the City, its agent, or any authorized representative of a regulator agency, then the Contractor shall immediately correct the identified conditions.

2-17.2(4) Contractor Safety Equipment

The Contractor shall maintain, at the job site, first-aid and safety equipment applicable to the work as prescribed by the governing safety authorities. All required safety equipment shall be kept in fully operational condition for the duration of the contract.

All personnel shall be trained in the use of the appropriate safety equipment that would be utilized during the course of their work. The Site Health and Safety Officer shall ascertain that the safety equipment is being used when appropriate and/or required.

2-17.2(5) Soil Management Plan

The Contractor shall submit a detailed plan for management of all excavated soils. The plan shall include excavation, loading, and transporting procedures, dust control procedures, and disposal of contaminated soils.

2-17.3 Construction Requirements

Construction activities at the site will generate excess soils and possible groundwater associated with the installation of underground utilities. The Contractor shall fully develop and implement a program in accordance with the Health and Safety Plan to ensure worker health and safety and to minimize disruption to construction due to site contamination.

2-17.3(1) Notification

The Contractor shall notify the Contracting Agency, in writing, on a mutually agreed upon day prior to the date that excavation operations are to begin and identify the limits of that excavation. Excavation and sampling shall not take place without a designated representative from the Contracting Agency on site.

2-17.3(2) Transportation

2-17.3(2)A General

The Contractor shall provide all equipment, personnel, and materials necessary to load and transport waste materials, including contaminated soils and debris, for off-site treatment and/or disposal in accordance with federal, state, and local regulations.

2-17.3(2)B Control of Waste Material

Vehicles used by the Contractor to transport waste materials shall be properly designed, equipped, and maintained to prevent the loss of materials during transport. The following requirements shall be met for all vehicles transporting waste materials from the site:

1. No soil from the site shall adhere to the outside of the surface of the vehicle (including tires and undercarriage).
2. No liquids shall be leaking or dripping from the vehicles.
3. Any and all waste materials shall be covered with tarpaulin or otherwise completely enclosed to prevent loss of materials from the vehicle during transport.

If leaking or dripping from transport vehicles occurs, the Contracting Agency may direct the Contractor to use liners or other means to prevent dripping and leaking. The Contractor shall implement such measures, as directed by the Contracting Agency, at the Contractor's sole expense.

2-17.3(2)C Street Sweeping

The Contractor shall sweep those streets within the project when truck traffic carries soil from the site into the street. Street sweeping shall be conducted in such a way as to not generate visible dust. Material collected from street sweeping shall be disposed of in a legal manner at an off-site location and be included in the street cleaning bid item.

2-17.3(2)D Transportation and Shipping Requirements

The Contractor shall be responsible for obtaining permits and authorizations necessary to use the selected haul routes. The Contractor shall use United States DOT regulations, 49 CFR 172.101 to identify proper shipping names for each hazardous material (including Dangerous Waste) to be shipped off site. Proper shipping names shall be submitted to the Contracting Agency in the form of draft shipping documents for review and comment.

The Contractor shall ensure that each shipment of material sent off site is accompanied by the appropriate shipping documents. The Contractor shall prepare a bill of lading for each shipment of regulated material which does not require a hazardous waste manifest. The bill of lading shall satisfy the requirements of United States DOT regulations, 49 CFR 172 Subpart C and any applicable state or local law or regulation, and shall be submitted to the Contracting Agency for review. The Contractor shall be responsible for completing the shipping documents and obtaining the signatures of the Contracting Agency as needed.

2-17.3(3) Off-site Treatment and Disposal

The Contractor shall provide documentation of legal disposition including trip tickets and Certificates of Disposal.

2-17.5 Payment

All material excavated from the Project Site, within the "Limit of Excavation", found to be contaminated shall be removed and replaced with material specified per the Plans and Specifications and paid for in the unit Contract bid item "Roadway Excavation of Contaminated Material, Incl. Haul", per Ton.

END OF SECTION

7-04 STORM SEWERS

(March 17, 2003 Tacoma GSP)

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

END OF SECTION

1 **7-07 CLEANING EXISTING DRAINAGE STRUCTURES**

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

3
4 **7-07.1 Description**

5 The first paragraph is revised to read:

6
7 The work shall consist of cleaning, removing, and disposing of all debris and
8 obstructions from existing manholes, control structures, storm sewer pipes, trash racks,
9 risers, or other drainage features as indicated on the plans.

10
11 When applicable, traffic control will be incidental to this work.

12
13 **7-07.3 Construction Requirements**

14 *Item three of paragraph two is revised to read:*

15
16 All pipes and drainage Structures that require cleaning are identified on the Plans. They
17 shall be cleaned by flushing, rodding, or whatever means are necessary to provide
18 unobstructed drainage. All catch basin sumps, manholes, inlet and outlet Structures, and
19 debris racks shall also be freed of all dirt, rock, and debris. Existing drainage facilities
20 shall be clean prior to the Physical Completion Date.

- 21
22 3. If sediment and water from structures does not meet the conditions described in
23 1 or 2 above, the Contractor shall collect and dispose of all water used and all
24 debris generated in cleaning operations. No cleaning water or debris shall be
25 flushed downstream beyond the limits of the work.

26
27
28 **END OF SECTION**
29
30

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS
(September 20, 2018 Tacoma GSP)

7-08.3 Construction Requirements

This section is supplemented with the following:

Material excavated in areas labeled on the Plans as contaminated shall be hauled to LRI Landfill, located at 30919 Meridian Street East, Graham, WA per Section 2-17 of these Specifications.

Section 7-08.3 is supplemented with the following:

7-08.3(5) Temporary Bypass Pumping

7-08.3(5)A General Requirements

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

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

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

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

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

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

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

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

7-08.3(5)B Backup Equipment and Monitoring

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

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

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

The City's gravity flowrate estimates for full pipe flowrates and are provided for the purpose of providing a common proposal for bidders. Actual gravity flowrate estimates at the time of construction will vary.

A.	18-Inch Diameter Storm Sewer:	5,834 gpm	(13 cfs)
B.	12-Inch Diameter Storm Sewer:	1,930 gpm	(4.3 cfs)
C.	12-Inch Diameter Storm Sewer	2,558 gpm	(5.7 cfs)
D.	15-Inch Diameter Storm Sewer	21,095 gpm	(47 cfs)
E.	18-Inch Diameter Storm Sewer	13,330 gpm	(29.7 cfs)
F.	21-Inch Diameter Storm Sewer	21,813 gpm	(48.6 cfs)
G.	21-Inch Diameter Storm Sewer	35,008 gpm	(78 cfs)
H.	12-Inch Diameter Storm Sewer	10,996 gpm	(24.5 cfs)

7-08.3(5)D Bypass Pumping Plan

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

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

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

7-08.3(5)E Pump Station Coordination

All work involving the bypass of a wastewater or stormwater pump station or access to a pump station must be coordinated in advance with the Environmental Services Pump Station Maintenance Supervisor. A representative from the Pump Station Maintenance Crew must be on site whenever a pump station is placed into bypass or taken out of bypass. The Pump Station Crew's normal working hours of 7:30AM to 3:30 PM Monday through Friday. Assistance during their normal working hours requires a 3-calendar day advanced notice. Any assistance from the Pump Station Crew outside of their normal working hours will require prior approval and a minimum 10-calendar day notification from the Contractor. Pump stations may not be placed into bypass on Friday, Saturday, or Sunday. No delay claim shall be entertained for the Contractor's failure to adequately schedule the Pump Station Crew in advance of a bypass.

7-08.4 Measurement

This section is supplemented with the following:

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

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

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19

7-08.5 Payment

This section is supplemented with the following:

“Temporary ____ Sewer Bypass”, per lump sum.

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

“Temporary ____ Sewer Bypass Plan”, per lump sum

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

7-17 SANITARY SEWERS**(*****)****7-17.1 Description***This section is supplemented with the following:*

All references to sanitary sewer shall also mean storm sewers.

7-17.3(2)H Television Inspection*The first sentence is revised to read:*

The Contracting Agency will video inspect all sanitary and storm sewers prior to paving where paving occurs over sewers, or prior to final acceptance.

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

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

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

The Department of Ecology has prepared a SWPPP template that can be used for projects in the City of Tacoma. The template can be found on Ecology's website at:

1 <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.
 2 The Contractor developing the SWPPP must ensure that all references are appropriate
 3 for the City of Tacoma.

4
 5 The SWPPP is considered a “living” document that shall be revised to account for
 6 additional erosion control/pollution prevention BMPs as they become necessary and are
 7 implemented in the field during project construction. A copy of the most current SWPPP
 8 and TESC Plan shall remain on-site at all times and an additional copy shall be
 9 forwarded to the Engineer. At the Contractor’s preference, revisions to the SWPPP and
 10 TESC Plan may be forwarded to the Engineer rather than submitting a complete
 11 document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along
 12 with the original SWPPP document.

13
 14 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or
 15 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working
 16 day following the inspection.

17 18 19 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

20 *This section is revised to read:*

21
 22 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the
 23 contact information for the ESC Lead shall be added to the Stormwater Pollution
 24 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control
 25 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current
 26 Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current
 27 Certified Professional in Erosion and Sediment Control (CPESC) certificate from a
 28 course approved by the Washington State Department of Ecology. The CESCL or
 29 CPESC shall be listed on the Emergency Contact List required under Section 1-
 30 05.13(1).

31
 32 The CESCL or CPESC shall direct implementation of the measures identified in the
 33 SWPPP and as shown on the TESC plan. Implementation shall include, but is not
 34 limited to the following:

- 35
36 1. Installing and maintaining all temporary erosion and sediment control Best
37 Management Practices (BMPs) included in the SWPPP and as shown on the
38 TESC plan. Damaged or inadequate BMPs shall be corrected as needed to
39 assure continued performance of their intended function in accordance with
40 BMP specifications and Permit requirements.
- 41 2. Performing monitoring as required by the NPDES Construction Stormwater
42 General Permit.
- 43 3. Inspecting all on-site erosion and sediment control BMPs at least once every
44 calendar week and within 24 hours of any discharge from the site. A SWPPP
45 Inspection report or form shall be prepared for each inspection and shall be
46 included in the SWPPP file. A copy of each SWPPP Inspection report or
47 form shall be submitted to the Engineer no later than the end of the next
48 working day following the inspection. The report or form shall include, but not
49 be limited to the following:
 - 50 a. When, where, and how BMPs were installed, maintained, modified,
51 and removed.

- b. Observations of BMP effectiveness and proper placement.
- c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
- d. Approximate amount of precipitation since last inspection and when last inspection was performed.
- 4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
 - a. SWPPP Inspection Reports or Forms.
 - b. SWPPP narrative.
 - c. National Pollutant Discharge Elimination System Construction Stormwater General Permit (Notice of Intent).
 - d. All documentation and correspondence related to the NPDES Construction Stormwater General Permit.
 - e. Other applicable permits.

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

8-01.3(1)C Water Management

This section is revised to read:

General. It shall be understood that maintaining dry conditions within the limits of the ponds during excavation activities may not be feasible, and the waste material excavated from the ponds may be water laden. The Contractor shall be responsible for preventing erosion and/or sedimentation in downstream pipes, or other receiving stormwater facilities. No water shall be allowed to leak from transport vehicles onto City streets, and no water may be discharged to any area outside the limits of the pond unless specifically directed by the Engineer in the field.

Prior to excavation activities, the Contractor shall dewater standing water from the ponds. The standing water shall be discharged to the sanitary system per the SAD permit. The standing water shall be dewatered to a workable level, which is considered to be the point where a pump can no longer draw water from the pond without also drawing solids. It is understood that each pond may have isolated areas that need to be dewatered individually. Prior to excavation the Contractor may need to pump the pond continuously. It is the Contractors responsibility to ensure that a silent pump is used in accordance with the noise ordinance TMB 8.122.090 to achieve dewatering the pond to a workable level.

During excavation activities all dewatering efforts shall be suspended. If excess rainfall affects work production, the Contractor shall cease excavation activities and allow water to pond as normal. Prior to recommencing excavation activities the Contractor shall allow sufficient time for the sediments to settle out of the standing water then dewater the pond as described above.

The Contractor shall be responsible for ensuring that the material from the ponds and swales are dry enough for LRI to accept the material. The Contracting Agency requires a minimum 3 day decant period to allow excess water to decant from the material in the ponds. The bottom of the pond may be utilized for decanting activities. The Contractor shall be responsible for ensuring that no suspended solids from decanted water enters the downstream storm system.

Dewatering Requirements. The Contractor shall design, construct, and operate a dewatering system in accordance with this Section and the SAD Authorization. The Contractor shall have competent workers available at all times for the continuous and successful operation of the dewatering and monitoring system.

Dewatering Plan. The Contractor shall submit a dewatering plan to the Engineer for review in accordance with Section 1-05.3 prior to the start of construction. Review of the dewatering plan submitted by the Contractor shall not relieve the Contractor from full responsibility for adequate design and performance of the system. The Contractor shall be solely responsible for the proper design, installation, operation and maintenance of the dewatering system. The Contractor shall be liable for any damages caused by system failure.

The dewatering plan shall include the following components:

1. System Components – Describe the method and equipment proposed for dewatering the excavation. The Contractor shall have on hand sufficient pumping equipment and machinery in good working condition for all emergencies, including power outage and flooding
2. Treatment Method – Describe how dewatering water that is to be discharged to the City's sanitary sewer system will be treated to meet the applicable discharge limits of the Special Approved Discharge Authorization and Tacoma Municipal Code 12.08. Provide applicable calculations.
3. Point of Discharge – Describe the point of discharge of the dewatering water. Any discharges to private property will require written documentation from the property owner that this point of discharge is permitted. The Contractor shall provide all proposed points of discharge as part of the Special Approved Discharge Authorization Application.
4. Maintenance Plan – Describe how the designed system will be maintained over the course of the project.
5. Monitoring Plan – Describe how discharge will be monitored to ensure compliance with all discharge requirements.
6. Special Approved Discharge (SAD) Authorization Application – The Contractor shall apply for a SAD Authorization as part of the dewatering plan. No discharge of dewatering water to the City's sewer systems will be permitted without obtaining this authorization. The City Construction Manager will provide the SAD authorization application to the Contractor after award of the contract.

Requirements for Dewatering Water Discharge to the Storm Sewer System.

Dewatering water will not be permitted to be discharged into the stormwater system on this project

Requirements for Dewatering Water Discharge to the Sanitary Sewer System.

Prior to discharge of dewatering water to the City's sanitary sewer system, sediment control BMPs must be employed. Groundwater discharges to the sanitary sewer system shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis may be

completed by the City Lab with a three-day turnaround, or by a third party laboratory at no additional cost to the City.

In addition to the TSS Requirements, the water shall contain no visible oil sheen or chemical odors. If the Contractor encounters any signs of oil within the soil or dewatering water, including any sheen on the water, and/or any chemical odor in the water or soils, the Engineer and Source Control shall be notified immediately and all discharges to the sanitary sewer system shall be stopped immediately.

In the presence of oil sheens and/or chemical odors, the Contractor shall test the dewatering water prior to discharge for contaminants referenced in the Special Approved Discharge Authorization and Tacoma Municipal Code 12.08.020. All discharges to the City's sanitary sewer system shall not exceed the limits of the Special Approved Discharge Authorization or TMC 12.08.020, whichever is most stringent.

The Contractor shall control the flow of water into the downstream system to ensure that the capacity of the City's sanitary sewer system is not exceeded as a result of the additional flows caused by the dewatering water. The Contractor shall contact the Engineer to request pipe capacity information for the Contractor's proposed discharge points.

The Contractor shall measure and record in gallons the total quantity of dewatering water discharged to the sanitary sewer system. This can be done by metering the flow or calculating batch discharges based on the volume of tanks used. In accordance with the SAD Authorization, the Contractor shall report the discharge quantities with the associated test results to Source Control.

8-01.3(7) Stabilized Construction Entrance

The third paragraph is revised to read:

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

8-01.3(8) Street Cleaning

The third paragraph is revised to read:

Street washing with water shall not be permitted.

8-01.3(9)D Inlet Protection

Replace the third paragraph of this section with the following:

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

The section is supplemented with the following:

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

8-01.3(10) Wattles

The fifth and sixth sentences are revised to read:

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

8-01.4 Measurement

The third paragraph is revised to read:

Check dams will be measured by the linear foot along the ground line of the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

This section is supplemented with the following:

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

No specific unit of measurement shall apply to the lump sum item "Dewatering Plan".

Add the following new section:

8-01.5 Payment

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

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

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

"Dewatering Plan", per lump sum. The lump sum contract price for "Dewatering Plan" shall be full pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for the Dewatering Plan.

"Inlet Protection," per each

END OF SECTION

8-05 POND RESTORATION**(*****)****8-05.1 Description**

This work shall consist of restoring the bottom of Pond E: Kirkview Pond to original design condition as noted on the plans.

8-05.2 Materials

Materials shall meet the following requirements:

Bioswale Seed Mix shall meet the requirements of the Tacoma Stormwater Management Manual Table 3-7: Native Basic Biofiltration Swale Seed Mix.

Imported Topsoil shall meet the requirements of the Tacoma Stormwater Management Manual Volume 3 1.13 BMP C126: Topsoiling.

8-05.3 Construction Requirements

The Contractor shall import topsoil to achieve bottom elevation of Pond E: Kirkview Pond as noted on the plans. The Contractor shall install seed in the bottom of Pond E: Kirkview Pond inside the limits of excavation once the bottom elevation has been achieved.

8-05.4 Measurement

"Topsoil Type A" will be measure per cubic yard.

"Bioswale Seed Mix" will be measured per square yard.

8-05.5 Payment

Payment will be made in accordance with Section 1-04.1 for the following bid items(s):

"Topsoil type A" per cubic yard

The unit contract price for "Topsoil type A" shall include but not limited to all labor, materials, tools, grading, and subgrade preparation necessary to apply specified topsoil as noted on the Plans.

"Bioswale Seed Mix" per square yard.

The unit contract price for "Bioswale Seed Mix" shall include all labor, material, tools, water, care, and protection necessary to apply specified seed mix as noted on the Plans. All costs involved in the seed bed preparation shall be included in the square yard price for "Bioswale Seed Mix".

8-12 CHAIN LINK FENCE AND WIRE FENCE

8-12.1 Description

This first paragraph is replaced with the following:

This work for the Pond B – East Pond – Landfill and Pond E - Kirkview Pond consists of removing, modifying, and re-installing the existing chain link fence and wire fence in accordance with the plans, these specifications, and the Standard Plans at the locations shown in the plans and in conformity with the lines as staked.

8-12.2 Materials

This section is supplemented with:

Barbed Wire and Barbed Wire Arms	9-16.2
----------------------------------	--------

8-12.3(1)E Chain Link Gates

This section is supplemented with:

All chain link gates shall be provided with a barbed wire top conforming to applicable requirements of ASTM F900.

Double Swing Gates greater than 20-feet wide shall be fabricated to conform to applicable requirements of ASTM F900. Provide additional horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware, and accessories. Provide diagonal cross bracing consisting of minimum ½ inch diameter adjustable length truss rods on gates where necessary to provide frame rigidity without sag or twist.

8-12.4 Measurement

This section is supplemented with:

“Remove and Re-Install Chain Link Fence,” will be measured per linear foot of completed fence, along the ground line, exclusive of openings.

8-12.5 PAYMENT

This section is supplemented with:

“Remove and Re-Install Chain Link Fence” per linear foot.

The unit contract price shall be full compensation for all costs for removal and reinstallation of materials, including, but not limited to, barbed wire, chain link fence, and posts; labor, tools, and equipment necessary to remove, modify, and re-install all relocated fence as shown on the Plans or as directed by the Engineer. Payment for clearing of fence line shall be in accordance with Section 2-01.5.

END OF SECTION

END OF SPECIAL PROVISIONS

APPENDIX A

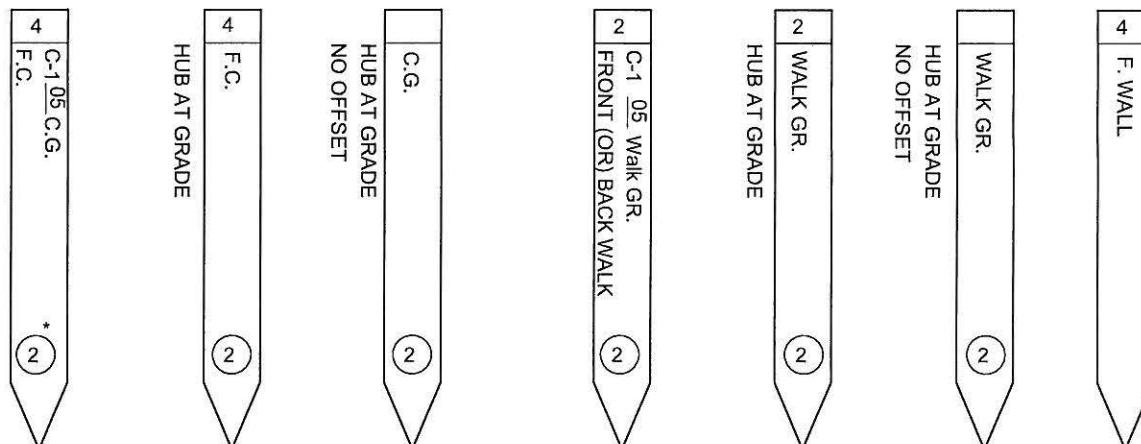
CITY OF TACOMA

AND

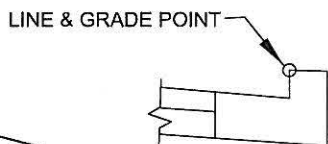
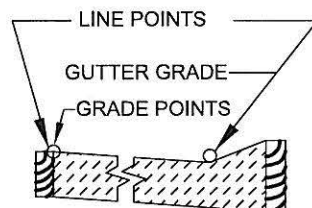
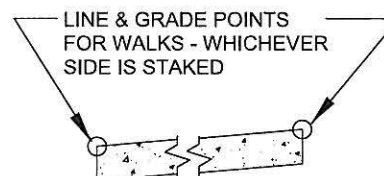
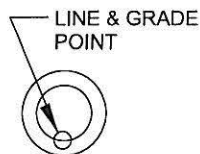
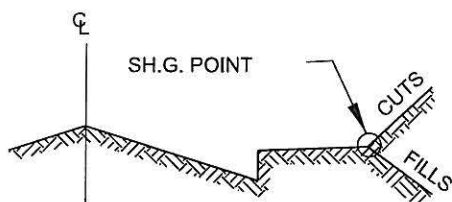
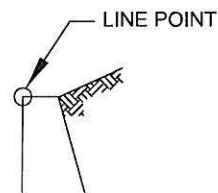
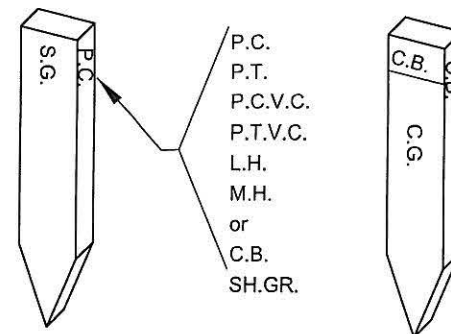
WSDOT STANDARD PLANS

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

APPENDIX B

CITY OF TACOMA ESMS REQUIREMENTS



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Welcome. The City of Tacoma Solid Waste Management Division (SWM) operates under an ISO 14001 Environmental and Sustainability Management System (ESMS). An ESMS is a process with procedures that will allow the SWM to operate legally, safely, and efficiently while reducing the environmental impacts of our activities. All contractors and vendors are required to comply with the ESMS and Environmental Policy published on the other side of this document. As part of the ESMS the SWM has identified the following three Significant Environmental Aspects:

- **Air Emissions:** Reduce air emissions from collection trucks
- **Potential Spills:** Reduce the number of spills
- **Fire Potential:** Reduce frequency of trailer fires and firefighter discharges to storm
- **Resource Consumption:** Reduce contamination in residential recycling stream

Contractors and vendors must ensure that their activities do not negatively affect the Significant Environmental Aspects.

All contractors and vendors are required to adhere to the following safety rules and requirements:

GENERAL SAFETY RULES

- **Restricted Access:** Contractors and vendors shall stay within the designated areas.
- **Smoking:** Smoking is prohibited in the building and within 25 feet of windows and doors
- **Eye and Hearing Protection:** Eye and Hearing protection is required in designated areas. Designated hearing protection areas are marked with appropriate signs.
- **Accidents, near misses, and first aid:** Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to a City employee.
- **Drugs and Alcohol:** Alcoholic beverages and illicit drugs are prohibited on City property.
- **Guns:** Contractors are prohibited from carrying guns on City property.
- **Emergency Procedures:** Follow directions announced over Public Address system or from SWM employees. To report a fire or emergency, contact any SWM employee.
- **Vehicle Safety:** Be aware and cautious of vehicle and pedestrian traffic.

CONTRACTOR REQUIREMENTS

Contractors are expected to understand and comply with all federal, state and local safety regulations and work practices applicable to the activities they perform. These include, but are not limited to:

- Storage, handling and use of flammable liquids and hazardous materials and hazardous wastes
- Periodic safety inspections and housekeeping.
- Use of fall protection while working at heights.
- Following electrical safety practices and lock out /tag out procedures.
- Proper use of Personal Protective Equipment.
- Proper maintenance and use of ladders and other equipment.
- Contractors are responsible for removing and the proper disposal of any hazardous materials or hazardous wastes utilized or generated while on-site at the SWM.
- Contractors may not dispose of any chemical or waste on-site.
- Contractors must notify the Project Manager immediately of any spills or leaks.
- Requirements outlined in the signed contract or agreement to perform the contracted work.

Agreements acknowledging you have read and understood this information must be signed prior to starting work. It is the responsibility of the contracting company to ensure anyone working for or on their behalf adhere to these requirements.



City of Tacoma
Environmental Services

ESMS Policy – 5.2-2 Environmental Policy

The City of Tacoma, Environmental Services Department believes that everything we do supports healthy neighborhoods and a thriving Puget Sound, leaving a better Tacoma for all.

As such, the Environmental Policy serves as written communication of the department's intent to implement sustainable, innovative solutions that measure and improve our environmental performance through a formal Environmental and Sustainability Management System (ESMS).

Through this policy the City of Tacoma, Environmental Services Department commits to:

- Environmental protection and sustainability in the planning stages of new programs, construction, and in all work conducted;
- Compliance with all applicable local, state, and federal regulations and policies verified and supported by regularly-scheduled internal reviews;
- Minimization of significant environmental impacts identified in the ESMS by establishing environmental and sustainability objectives, targets, and programs;
- Evaluation of the effectiveness of the environmental performance to ensure that established objectives, targets, and programs are met;
- Provide necessary education and tools to all staff and those working on their behalf in order to successfully carry out this policy in their daily responsibilities and work functions; and
- Strive for continuous improvements in sustainability through life cycle thinking, environmental consciousness, and pollution prevention.

The City of Tacoma, Environmental Services Department's Environmental Policy will be communicated to all staff and those working on their behalf, including all contractors and vendors, and will be made available to the public via the City of Tacoma, Environmental Service Department's website. In order to fulfill the commitments made in this policy, all staff and those working on their behalf are responsible for incorporating this policy into their plans and work.

A handwritten signature in blue ink, appearing to read "M. P. Slevin III", with a horizontal line underneath.

Michael P. Slevin III, P.E.
Environmental Services Director

19 JUN 18

Date

Contractor/Vendor Acknowledgement and Agreement

Company Name: _____

The undersigned hereby acknowledges receiving the contractor/vendor informational materials for the City of Tacoma, Solid Waste Management Division, Environment and Sustainability Management System (ESMS). We further acknowledge having the responsibility to provide the training to all personnel who will be working on the property. We further agree to abide by all environmental regulations and policies whenever on the property. Sign-in sheets will be maintained as evidence that the ESMS training has been conducted and will be made available upon request. The Project Manager, primary City staff contact for the contract, or designee will communicate applicable changes to the ESMS to my company. Retraining of affected individuals will be conducted, as needed.

Contractor/Vendor Training Acknowledgment

Primary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Secondary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Signature

Date

For questions or additional information contact the designated City contact as outlined in the contract.

Return the completed signed copy to the City of Tacoma staff contact.

For City use only:

Project Manager/Project Lead

Date

Retain a copy of the completed agreement with the contract and submit a copy to the Tacoma ESMS team email.

P A R T III

CITY OF TACOMA – EQUITY IN CONTRACTING PROGRAM



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) AND LEAP PROGRAMS

Bidders Special Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma.

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office*.

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

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC and LEAP policies, the City of Tacoma is utilizing two cloud-based software systems:

- **B2Gnow** - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.
- **LCP Tracker** - This system must be used for submitting certified payroll(s) for both EIC and LEAP compliance.



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

Both systems are monitored/audited by EIC and LEAP staff to ensure contract compliance, proactively identify potential issues and track contract progress.

***EIC & LEAP STAFF Contact Information**

- **For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**
Malika Godo at (253) 591-5630, or via email at mgodo@cityoftacoma.org
Gary Lizama at (253) 591-5826, or via email at glizama@cityoftacoma.org
- **For questions in regards to LEAP compliance and LCP Tracker support, contact LEAP Staff:**
Deborah Trevorrow at (253) 591-5590, or via email at dtrevorrow@cityoftacoma.org

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business
Enterprise Requirement

6%

Women Business
Enterprise Requirement

2%

Small Business Enterprise
Requirement

6%

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

www.omwbe.diversitycompliance.com*

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

CCD/SBE: ENV-02015-04-01 & ENV-03027-11-01

Date of Record: 02/28/2023

Project Spec#: ES23-0008F

Project Title: Stormwater & Solid Waste Management 2023 Pond Rehabilitation – Various Sites

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



City of Tacoma
 Community & Economic Development
 Office of Equity in Contracting
 747 Market Street, Rm 900
 Tacoma WA 98402
 253-591-5826
 Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be know as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete business names and phone numbers are required to verify your usage of Certified Businesses**

a. Business Name and Certification Number(s)	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 OMWBE Certified Business(s) 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 deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. 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.
8. 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.
9. 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.
10. Block "i" – The percentage 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 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage 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 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage 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 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

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 Approval as a Certified Business.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

1.07.020.B

A. “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for 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

Tacoma Municipal Code

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.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

1.07.020.G

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals 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.

1.07.020.N

“Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

1.07.020.P

“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

1.07.020.Q

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

1.07.020.R

“Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

“Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability 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 regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Approval as a Certified Business.

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity 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 entity’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 entity’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.
3. 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 approval 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. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application 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. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

Tacoma Municipal Code

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business 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. Certified Businesses 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 stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 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)

P A R T I V

CITY OF TACOMA – LOCAL EMPLOYMENT AND APPRENTICESHIP PROGRAM (LEAP) REGULATIONS FOR PUBLIC WORKS CONTRACTS



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT GOAL:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
 - a) Civil Projects over \$250,000
 - b) Building Projects over \$750,000

2. **APPRENTICE GOAL:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.

4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

<ul style="list-style-type: none"> • 100% achievement • 99% to 90% achievement • 89% to 75% achievement • 74% to 50% achievement • 49% to 1% achievement • 0% achievement 	<ul style="list-style-type: none"> \$0.00 penalty \$2.00 penalty \$3.50 penalty \$5.00 penalty \$7.50 penalty \$10.00 penalty 	<p>*Penalty may be waived in the best interests of the City of Tacoma.</p>
---	---	--

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and 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 Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted via LCP Tracker weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or email dtrevorrow@cityoftacoma.org

CHAPTER 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

Tacoma Municipal Code

H. “Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. “Estimated Cost” shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. “Estimated Labor Hours” shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. “Existing Employee” shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. “Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. “LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

N. “LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

O. “LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

P. “LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. “Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

R. “Project Engineer” shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. “Public Work or Improvement” shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. “Resident of Tacoma” shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

U. “Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. “Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.

W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to 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” means the City of Tacoma, Department of Public Utilities.

Z. “Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

Tacoma Municipal Code

(Ord. 28520 Ex. A; passed Jul. 17, 2018; 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

Tacoma Municipal Code

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 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 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.

Tacoma Municipal Code

(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)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

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:

- **LEAP Employee Verification Form. This form is to be completed for employees who may be LEAP-Qualified and may be able to help meet the LEAP Goals.**
- **LEAP Weekly Payroll. These must be submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.**

The City of Tacoma's LEAP office enforces two mandatory requirements on City projects based on certain monetary thresholds.

Local Employment Utilization Goal - the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Zip Codes ,whether or not any such person is an apprentice.

Apprenticeship Utilization Goal – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must 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) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org
www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprentice Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ For Youth - Copy of Birth Certificate or WA State ID or
_____ WA Driver's License (projects advertised after 05-20-13)

_____ For Veterans – Copy of DD-214(Projects advertised after
_____ 05-20-13)

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current
_____ address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

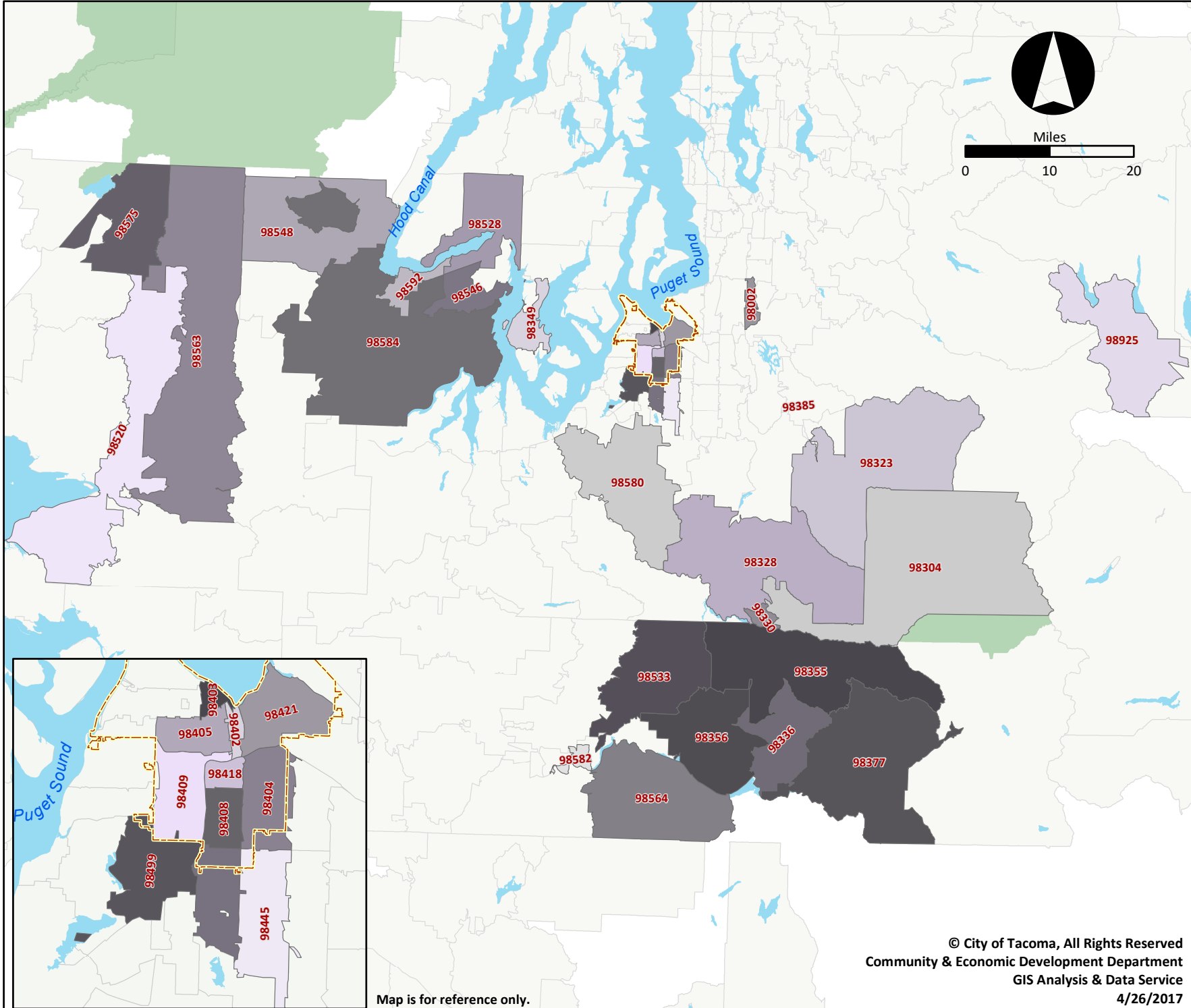
No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98405
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downton
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

P A R T V

STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS

PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.

P A R T V I

CITY OF TACOMA – CITY OF TACOMA INSURANCE REQUIREMENTS



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.6 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.