



City of Tacoma
Department of Public Works

SPECIFICATION NO. NC22-0082F

**On-Call Nuisance Abatements
2022-2024**

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
NC22-0082F

On-Call Nuisance Abatement Services, 2022 - 2024



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Public Works Department

Room 520, Tacoma Municipal Building
Tacoma, Washington 98421-2711

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Public Works Department

Room 522, Tacoma Municipal Building
Tacoma, Washington 98421-2711

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City of Tacoma
Public Works Engineering

REQUEST FOR BIDS NC22-0082F
On-Call Nuisance Abatements 2022-2024

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 12, 2022

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
By Carrier: If possible, please include a flash drive of your full submittal. City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th Street Tacoma, WA 98409
In Person: If possible, please include a flash drive of your full submittal. City of Tacoma Procurement & Payables Division Tacoma Public Utilities Administration Building North Guard House (east side of main building) 3628 S 35 th Street Tacoma, WA 98409
By Mail: If possible, please include a flash drive of your full submittal. City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007

Bid Opening: Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

Pre-Proposal Meeting: A pre-proposal meeting will not be held.

Project Scope: On-call nuisance property abatements for a period of 2-years with an option to extend or renew the contract for one additional year at locations requested by the City. The work shall include all labor, materials, and equipment necessary to fully abate the identified properties for the protection of public health, in response to natural disasters, and for public safety and welfare on a city-wide basis. Work shall occur in the right-of-way and on public and private property. Historically, the City has abated approximately 20-30 properties per year.

Estimate: \$341,000 not including sales tax

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

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



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

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 before the bid is submitted:

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND:** The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK:** Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW.

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

7. **EQUITY IN CONTRACTING (EIC) UTILIZATION FORM**

Bidders shall complete the Equity in Contracting (EIC) Utilization Form in accordance with 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 EIC regulations.

As part of the City of Tacoma's (City) ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the 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 EIC Program. 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. The EIC Program requirements are contained in TMC 1.07.

See Part III City of Tacoma – Equity in Contracting Program 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 economically distressed areas of the Tacoma Public Utilities service area.
2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by apprentices who reside in the Tacoma Public Utilities service area.

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

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent's financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its 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 – The Bidder shall demonstrate to the satisfaction of the City of Tacoma that the Bidder and their Subcontractors are qualified to perform the work under this Contract and therefore are a responsible Bidder. To be responsible, the Bidder, including the General Contractor and their subcontractors must demonstrate an appropriate level of experience, technical competence and successful past performance of work. The information in the Statement of Qualifications Form will assist the City of Tacoma in making such determination.

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. NC22-0082F

On-Call Nuisance Abatements 2022-2024

The undersigned hereby certifies that he/she has examined the construction details of work as outlined in the Specifications for Project No. NC22-0082F and has read and thoroughly understands the 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 Specifications and contract and at the following schedule of rates and prices.

Typical nuisance abatement activities are described in Section 8-26. Photographs/ descriptions of past sample abatement work are contained in Appendix A. As the work required at each site under this on-call contract will vary, all work shall be completed on a force account basis as described in Sections 1-09 and 8-26 with the exception of specific unit prices and mark-ups provided by the Contractor as part of this bid, or as described within these specifications.

The following bid schedule requests unit pricing for Mobilization, rates of pay for Laborer, Power Equipment Operator, and Truck Driver trades, and markups for Materials, Equipment, and Services. This requested information, combined with provided estimated quantities/lump sum totals, will be used for calculating a total amount in order to determine the low Bidder.

The stated unit bid quantities and the lump sum totals (provided for application of mark-ups as required for Materials, Equipment and Services) will specifically not be apart of the resultant contract documents, and the actual Work quantities and total amount expended during the life of this on-call contract may vary substantially from those assigned by the City for purposes of determining the basis of award. The unit prices, rates of pay, and mark-ups, however, submitted by the Contractor as part of this bid proposal will become part of the Contract and will be used throughout the life of this project. The awarded Bidder shall not be entitled to any adjustment in its unit prices, rates of pay and mark-ups as a result of any variation – no matter how significant – between actual unit quantities and final contract amounts, and those presented herein for purposes of determining the basis of award.

The lowest responsible and responsive bidder, as determined by the City, will be awarded the Contract. Responsive/Responsible bidder determination shall be aided by a thorough review of the Contractor's qualifications as provided on the required Statement of Qualifications form submitted with the bid.

Contractor's Name: _____
Specification No. NC22-0082F
Page 1 of 4

Notes:

1. 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.
2. The Mobilization unit price, Laborer, Power Equipment Operator, and Truck Driver rates of pay, and mark-ups submitted by the Contractor as part of this bid proposal will become part of the Contract and will be used for all sites over the life of the project. The awarded Bidder shall not be entitled to any adjustment in these unit prices/ rates/mark-ups as a result of the actual amount of work performed over the life of the contract. The City does not guarantee a specific amount of work in this on-call contract.
3. Sample Calculations for Bid Form:

<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>% Mark-Up</u>	<u>TOTAL AMOUNT</u>
Mobilization	75 Each	\$ 400.00	N/A	\$30,000.00
Laborer	525 Hours	\$ 30.00	15%	\$18,112.50
Services	Estimated Lump Sum	\$30,000.00	18%	\$35,400.00

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT PRICE</u>	<u>% Mark-Up</u>	<u>TOTAL AMOUNT</u>
1 8-26, 1-09	Mobilization	75 Each	\$ _____	N/A	\$ _____
2. 8-26, 1-09	Laborer	400 Hours	\$ _____	% _____	\$ _____
3. 8-26, 1-09	Truck Driver	100 Hours	\$ _____	% _____	\$ _____
4. 8-26, 1-09	Power Equipment Operator	450 Hours	\$ _____	% _____	\$ _____

Contractor's Name: _____
Specification No. NC22-0082F
Page 2 of 4

ITEM NO.	ITEM DESCRIPTION	QUANTITY	UNIT PRICE	% Mark-Up	TOTAL AMOUNT
5. 1-09	Services	Estimated Force Account	\$34,500	% _____	\$ _____
6. 1-09	Materials	Estimated Force Account	\$57,500	% _____	\$ _____
7. 1-09	Equipment	Estimated Force Account	\$46,000	% _____	\$ _____
8. 8-26	Legal Support	10 Hours	\$85.00	N/A	\$ <u>850.00</u>

Base Bid Subtotal (Items 1-8) \$ _____

Sales Tax (10.3%) \$ _____

GRAND TOTAL (Base Bid + Sales Tax) \$ _____

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____ percent (%)

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

Bidder: _____

**Signature of
Authorized Official:** _____

Date: _____

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS ENGINEERING

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

REQUEST FOR BIDS SPECIFICATION NO. NC22-0082F On-Call Nuisance Abatements 2022-2024

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 (**March 29, 2022**), 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 for 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

**STATEMENT OF QUALIFICATIONS FOR
SPECIFICATION NO. NC22-0082F**

This form shall be completed in its entirety and submitted with the bid. Failure to submit and meet the requirements as stated in Section 1-02.1 of the Special Provisions may be grounds for rejection of the bid.

The City of Tacoma will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.

After reviewing the attached photos and descriptions of work from past/typical nuisance abatement sites (Appendix A), list in detail the experience you have performing this type of work on similar sites. The successful Contractor and superintendent assigned shall have self-performed five (5) projects of similar scope and purpose within the past three years. The proposed superintendent shall also have at least three years of similar project experience.

Complete the project experience summary below. Identify the on-site superintendent who will be assigned to the project.

Provide additional sheets as necessary.

Contractor:

Name: _____
Address: _____
Phone: _____ Contact Person: _____

Project Experience

#1 Project Name: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

#2 Project Name: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

#3 Project Name: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

#4 Project Name: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

#5 Project Name: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

On-Site Superintendent:

The on-site superintendent shall have at least five years of soil remediation experience.
Provide the name of the project on-site superintendent.

On-Site Superintendent: _____ Years employed by contractor: _____

#1 Project Name/Date: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

#2 Project Name/Date: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

#3 Project Name/Date: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

#4 Project Name/Date: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

#5 Project Name/Date: _____
Owner: _____ Contact Person: _____
Description of Work: _____
Completion Date: _____

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 253-591-507 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

Equity in Contracting Requirements		
Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
7%	3%	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: NC22-0082F
Date of Record: 03/01/2022

*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

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, which 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 Certified Businesses approved by the Washington State Office of Minority & Women's Business Enterprises ([OMWBE](#)).
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete company names and phone numbers are required to verify your usage of qualifying firms.

a. Company 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 Certified Businesses listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

13. Block “k” – The percent of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column “h” divided by Base Bid (*) x 100 = EIC usage as a percent of the Base Bid.)

It is the prime contractor’s responsibility to check the status of Certified Businesses prior to bid opening. Call the EIC Office at 253-591-5630 for additional information.

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of Choose an item. 20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and ("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. _____ and _____ together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated _____ submitted in response to Specification No. _____ and _____.
 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.
-

Remove this paragraph and #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract
2. List remaining Contract Documents in applicable controlling order.

- II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: _____, plus applicable sales tax.
- III. 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.
- IV. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- V. 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.
- VI. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:

CONTRACTOR:

By: _____
Enter title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Choose an item.

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney

Sample



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART III

SPECIAL PROVISIONS

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1 INTRODUCTION

2 (April 1, 2018 Tacoma GSP)

3
4 The following special provisions shall be used in conjunction with the "2022 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road,
6 Bridge, and Municipal Construction" as prepared by the Washington State Department of
7 Transportation (WSDOT). State Standard Specifications are available through WSDOT, by
8 calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of
9 charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

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

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

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

23 *(August 7, 2006 WSDOT GSP)*

24 *(April 2, 2007 Tacoma GSP)*

25
26 The project specific Special Provisions are labeled under the headers of each Special Provision
27 as follows:
28 **(*****)**

29
30 A pre-bid conference will be not be held.

31 DESCRIPTION OF WORK

32 **(*****)**

33
34
35 This Contract shall generally consist of Beginning on or about April 2022, perform approximately
36 \$340,000 (not including sales tax) of on-call nuisance property abatements for a period of 2-
37 years with an option to extend or renewal the contract for one additional year at locations
38 requested by the City. The work shall include all labor, materials, and equipment necessary to
39 fully abate the identified properties for the protection of public health, in response to natural
40 disasters, and for public safety and welfare on a city-wide basis. Work shall occur in the right-of-
41 way and on public and private property. Historically, the City has abated approximately 20-30
42 properties per year. Typical property abatement tasks may include the collection and removal of
43 various types of refuse, cutting and removal of vegetation, graffiti removal, small accessory
44 structure demolition and removal, and other tasks as outlined in Section 8-26. The Contractor
45 shall provide an estimate to complete nuisance abatement work at each site designated by the
46 City. Payment shall be based on actual work performed, including all labor, materials and
47 equipment utilized. The unit prices/rates/mark-ups shall be fixed and based on the information
48 submitted by the Contractor at the time of the bid.

49
50
51 **END OF SECTION**
52

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.

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

1 All references to “final contract voucher certification” shall be interpreted to mean the
2 Contracting Agency form(s) by which final payment is authorized, and final completion and
3 acceptance granted.
4

5 **Additive**

6 A supplemental unit of work or group of bid items, identified separately in the Bid Proposal,
7 which may, at the discretion of the Contracting Agency, be awarded in addition to the base bid.
8

9 **Alternate**

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

14 **Business Day**

15 A business day is any day from Monday through Friday except holidays as listed in Section 1-
16 08.5.
17

18 **Contract Bond**

19 The definition in the Standard Specifications for “Contract Bond” applies to whatever bond
20 form(s) are required by the Contract Documents, which may be a combination of a Payment
21 Bond and a Performance Bond.
22

23 **Contract Documents**

24 See definition for “Contract”.
25

26 **Contract Time**

27 The period of time established by the terms and conditions of the Contract within which the
28 Work must be physically completed.
29

30 **Notice of Award**

31 The written notice from the Contracting Agency to the successful Bidder signifying the
32 Contracting Agency’s acceptance of the Bid Proposal.
33

34 **Notice to Proceed**

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

39 **Traffic**

40 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and
41 equestrian traffic.
42

43 *This section is supplemented with the following:*

44 **(April 15, 2020 Tacoma GSP)**

45
46 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.
47

48 All references in the Standard Specifications to the term “Proposal Bond” shall be revised to
49 read “Bid Bond.”
50
51
52
53

1 **Base Bid**

2 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,
3 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-
4 07.2.

6 **Calendar Day**

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

10 **Change Order**

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

16 **Day**

17 Unless otherwise specified, a calendar day.

19 **Deductive**

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

24 **Grand Total Price**

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

28 **Standard Specifications**

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

32
33 **END OF SECTION**
34
35

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.

Add the following new section:

**1-02.1(1) Supplemental Qualifications Criteria
(July 31, 2017 APWA GSP)**

In addition, the Contracting Agency has established Contracting Agency-specific and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for determining Bidder responsibility, including the basis for evaluation and the deadline for appealing a determination that a Bidder is not responsible. These criteria are contained in Section 1-02.14 of these Special Provisions.

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

Delete this section and replace it with the following:

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

**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.

1 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
2 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all
3 alternates and additives set forth in the Proposal Form unless otherwise specified.
4

5 **1-02.6 Preparation of Proposal**
6 **(July 11, 2018 APWA GSP)**
7

8 *Supplement the second paragraph with the following:*

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

11 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed
12 by the signer of the bid.
13

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

15
16 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
17 Subcontractor to perform those items of work.
18

19 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
20 Compliance form, provided by the Contracting Agency. Failure to return this certification as part
21 of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award. A
22 Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
23

24 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
25

26 A bid by a corporation shall be executed in the corporate name, by the president or a vice
27 president (or other corporate officer accompanied by evidence of authority to sign).
28

29 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
30 copy of the partnership agreement shall be submitted with the Bid Form if any UDBE
31 requirements are to be satisfied through such an agreement.
32

33 A bid by a joint venture shall be executed in the joint venture name and signed by a member of
34 the joint venture. A copy of the joint venture agreement shall be submitted with the Bid Form if
35 any UDBE requirements are to be satisfied through such an agreement.
36

37 *The fourth paragraph is revised to read:*
38 **(October 18, 2013 Tacoma GSP)**
39

40 The bidder shall submit the following completed forms:
41 City of Tacoma – Equity in Contracting Utilization Form
42

43 **1-02.7 Bid Deposit**
44 **(March 1, 2021 Tacoma GSP)**
45

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

47 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit may be
48 cash, certified check, cashier's check, or a proposal bond (Surety bond). Any proposal bond
49 shall be on the Contracting Agency's form and shall be signed by the Bidder and the Surety. A
50 proposal bond shall not be conditioned in any way to modify the minimum 5 percent required.
51 The Surety shall: (1) be registered with the Washington State Insurance Commissioner, and (2)
52 appear on the current Authorized Insurance List in the State of Washington published by the
53 Office of the Insurance Commissioner.
54

1 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid nonresponsive
2 and shall cause the Bid to be rejected by the Contracting Agency.
3

4 If submitting your bid electronically, a scanned version of the original bid bond or cashier's
5 check shall accompany your electronic bid submittal. The original bid bond or cashier's check
6 shall be sent to the Contracting Agency and received by the Contracting Agency within 7
7 calendar days of the bid opening or the bidder may be deemed non-responsive.
8

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

10 City of Tacoma Procurement & Payables Division
11 Tacoma Public Utilities
12 P.O. Box 11007
13 Tacoma, WA 98411-0007
14

15 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
16

17 **1-02.9 Delivery of Proposal**

18 **(*****)**

19
20 *Delete this section and replace it with the following:*
21

22 Each Proposal shall be submitted in a sealed envelope, with the Project Name and Project
23 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as
24 otherwise required in the Bid Documents, to ensure proper handling and delivery.
25

26 Electronic Proposals shall be submitted to the City via email to bids@cityoftacoma.org, with the
27 Project Name as stated in the Call for Bids noted on the subject line of the email, or as
28 otherwise required in the Bid Documents, to ensure proper handling and delivery. All electronic
29 documents shall be in PDF format.
30

31 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance with
32 Wage Payment Statutes" document where the Bidder under penalty of perjury verifies that the
33 Bidder is in compliance with responsible bidder criteria in RCW 39.04.350 subsection (1) (g), as
34 required per Section 1-02.14. The "Certification of Compliance with Wage Payment Statutes"
35 document shall be received with the Bid Proposal.
36

37 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

38 **(*****)**

39 *Delete this section and replace it with the following:*
40

41 After submitting an electronic Bid Proposal to the Contracting Agency, the Bidder may withdraw,
42 revise, or supplement it if:
43

- 44 A. The Bidder submits a written request signed by an authorized person and emails it to
45 bids@cityoftacoma.org, and
- 46 B. The Contracting Agency receives the request before the time set for receipt of Bid
47 Proposals, and
- 48 C. The revised or supplemented Bid Proposal (if any) is received by the Contracting
49 Agency before the time set for receipt of Bid Proposals.
50

51 The Bidder's written request to revise or supplement a Bid Proposal must be accompanied by
52 the revised or supplemented package in its entirety. If the Bidder does not submit a revised or
53 supplemented package, then its bid shall be considered withdrawn.
54

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

1-02.12 Public Opening of Proposals (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:

1 A Bidder will be deemed not responsible if:

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

29
30 As evidence that the Bidder meets the bidder responsibility criteria above, the apparent two
31 lowest Bidders must submit to the Contracting Agency within 24 hours of the bid submittal
32 deadline, documentation (sufficient in the sole judgment of the Contracting Agency)
33 demonstrating compliance with all applicable responsibility criteria, including all documentation
34 specifically listed in the supplemental criteria. The Contracting Agency reserves the right to
35 request such documentation from other Bidders as well, and to request further documentation
36 as needed to assess bidder responsibility.

37
38 The basis for evaluation of Bidder compliance with these supplemental criteria shall be any
39 documents or facts obtained by Contracting Agency (whether from the Bidder or third parties)
40 which any reasonable owner would rely on for determining such compliance, including but not
41 limited to: (i) financial, historical, or operational data from the Bidder; (ii) information obtained
42 directly by the Contracting Agency from owners for whom the Bidder has worked, or other public
43 agencies or private enterprises; and (iii) any additional information obtained by the Contracting
44 Agency which is believed to be relevant to the matter.

45
46 If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria
47 above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder
48 in writing, with the reasons for its determination. If the Bidder disagrees with this determination,
49 it may appeal the determination within 24 hours of receipt of the Contracting Agency's
50 determination by presenting its appeal to the Contracting Agency. The Contracting Agency will
51 consider the appeal before issuing its final determination. If the final determination affirms that
52 the Bidder is not responsible, the Contracting Agency will not execute a contract with any other
53 Bidder until at least two business days after the Bidder determined to be not responsible has
54 received the final determination.

1
2 **1-02.15 Pre Award Information**
3 **(August 14, 2013 APWA GSP)**
4

5 *Revise this section to read:*
6

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

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

21 **END OF SECTION**
22
23

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

1 separate payment and performance bonds. In the case of separate payment and performance
2 bonds, each shall be for the full contract amount. The bond(s) shall:

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

28
29 *Add the following new section:*
30
31

32 **1-03.5 Failure to Execute Contract**
33 **(April 15, 2020 Tacoma GSP)**

34 *The first sentence is revised to read:*
35

36 Failure to return the insurance certification and bond with the signed contract as required in
37 Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required in the
38 contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the
39 state of Washington shall result in forfeiture of the bid bond or deposit of this Bidder
40
41

42 **END OF SECTION**
43

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

2
3 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications,**
4 **and Addenda**
5 **(March 13, 2012 APWA GSP)**

6 *Revise the second paragraph to read:*

7
8 Any inconsistency in the parts of the contract shall be resolved by following this order of
9 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 10 1. Addenda,
11 2. Proposal Form,
12 3. Special Provisions,
13 4. Contract Plans,
14 5. Amendments to the Standard Specifications,
15 6. Standard Specifications,
16 7. Contracting Agency's Standard Plans or Details (if any), and
17 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
18

19 **1-04.6 Variation in Estimated Quantities**
20 **(May 25, 2006 APWA GSP)**

21 *This section is supplemented with the following:*

22 The City does not guarantee a specific amount of work in this on-call contract.

23
24 The Proposal contains a list of work items and quantities that will be used for calculating a total
25 amount in order to determine the low Bidder. The unit bid quantities in the proposal will
26 specifically not be a part of the resultant contract documents and the actual work quantities
27 during the life of this on-call contract may vary substantially from the unit quantities assigned by
28 the City for purposes of determining the basis of award. The Unit Prices, however, submitted by
29 the Contractor as part of this bid proposal will become part of the Contract and will be used
30 throughout the life of this project. The Contractor shall not be entitled to any adjustment in its
31 unit prices as a result of any variation – no matter how significant – between actual unit
32 quantities and those used for purposes of determining the basis of award.
33

34 Payment to the Contractor will be made only for the actual quantities of Work performed
35 and accepted in conformance with the contract.
36
37

38 **END OF SECTION**
39
40

1-05 CONTROL OF WORK
(January 13, 2011 Tacoma GSP)

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

1-05.3 Submittals

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

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

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

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

1-05.3(1) Submittal Schedule

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

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

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

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

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

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

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

- Project Name: On-Call Securing Properties, 2022-2024
- Project Specification Number: NC22-0082F
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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

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

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

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

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

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

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

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

1-05.3(4) Resubmittals

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

Section	Description
1-05.13(1)	Emergency Contact List
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-10.2	Traffic Control Plan
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-26	Permits

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

Supplement this section with the following:

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

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

Direct or indirect costs incurred by the Contracting Agency attributable to correcting and remedying defective or unauthorized work, or work the Contractor failed or refused to perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from monies due, or to become due, the Contractor. Such direct and indirect costs shall include in particular, but

without limitation, compensation for additional professional services required, and costs for repair and replacement of work of others destroyed or damaged by correction, removal, or replacement of the Contractor's unauthorized work.

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

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

1-05.11 Final Inspection

Delete this section and replace it with the following:

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

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

1 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written
2 notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take
3 whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
4 The Contractor will not be allowed an extension of Contract time because of a delay in the
5 performance of the work attributable to the exercise of the Engineer's right hereunder.

6
7 Upon correction of all deficiencies, the Engineer will notify the Contractor and the Contracting
8 Agency, in writing, of the date upon which the work was considered physically complete. That
9 date shall constitute the Physical Completion Date of the Contract, but shall not imply
10 acceptance of the work or that all the obligations of the Contractor under the contract have been
11 fulfilled.

12 13 **1-05.11(3) Operational Testing**

14
15 It is the intent of the Contracting Agency to have at the Physical Completion Date a complete
16 and operable system. Therefore when the work involves the installation of machinery or other
17 mechanical equipment; street lighting, electrical distribution or signal systems; irrigation
18 systems; buildings; or other similar work it may be desirable for the Engineer to have the
19 Contractor operate and test the work for a period of time after final inspection but prior to the
20 physical completion date. Whenever items of work are listed in the Contract Provisions for
21 operational testing they shall be fully tested under operating conditions for the time period
22 specified to ensure their acceptability prior to the Physical Completion Date. During and
23 following the test period, the Contractor shall correct any items of workmanship, materials, or
24 equipment which prove faulty, or that are not in first class operating condition. Equipment,
25 electrical controls, meters, or other devices and equipment to be tested during this period shall
26 be tested under the observation of the Engineer, so that the Engineer may determine their
27 suitability for the purpose for which they were installed. The Physical Completion Date cannot
28 be established until testing and corrections have been completed to the satisfaction of the
29 Engineer.

30
31 The costs for power, gas, labor, material, supplies, and everything else needed to successfully
32 complete operational testing, shall be included in the unit Contract prices related to the system
33 being tested, unless specifically set forth otherwise in the proposal.

34
35 Operational and test periods, when required by the Engineer, shall not affect a manufacturer's
36 guaranties or warranties furnished under the terms of the Contract.

37
38 *Add the following new section:*

39 40 **1-05.12(1) One-Year Guarantee Period**

41
42 The Contractor shall return to the project and repair or replace all defects in workmanship and
43 material discovered within one year after Final Acceptance of the Work. The Contractor shall
44 start work to remedy any such defects within 7 calendar days of receiving Contracting Agency's
45 written notice of a defect, and shall complete such work within the time stated in the Contracting
46 Agency's notice. In case of an emergency, where damage may result from delay or where loss
47 of services may result, such corrections may be made by the Contracting Agency's own forces
48 or another Contractor, in which case the cost of corrections shall be paid by the Contractor. In
49 the event the Contractor does not accomplish corrections within the time specified, the work will
50 be otherwise accomplished and the cost of same shall be paid by the Contractor.

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

4
5 This guarantee is supplemental to and does not limit or affect the requirements that the
6 Contractor's work comply with the requirements of the Contract or any other legal rights or
7 remedies of the Contracting Agency.

8
9 **1-05.13 Superintendents, Labor and Equipment of Contractor**
10 **(August 14, 2013 APWA GSP)**

11
12 *Delete the sixth and seventh paragraphs of this section.*

13
14 **1-05.15 Method of Serving Notices**
15 **(March 25, 2009 APWA GSP)**

16 *Revise the second paragraph to read:*

17
18 All correspondence from the Contractor shall be directed to the Project Engineer. All
19 correspondence from the Contractor constituting any notification, notice of protest, notice of
20 dispute, or other correspondence constituting notification required to be furnished under the
21 Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project
22 Engineer's office. Electronic copies such as e-mails or electronically delivered copies of
23 correspondence will not constitute such notice and will not comply with the requirements of the
24 Contract.

25
26 *Add the following new section:*

27
28 **1-05.16 Water and Power**
29 **(October 1, 2005 APWA GSP)**

30
31 The Contractor shall make necessary arrangements, and shall bear the costs for power and
32 water necessary for the performance of the work, unless the Contract includes power and water
33 as a pay item.
34
35
36

SUBMITTAL TRANSMITTAL FORM

On-Call Nuisance Abatements, 2022-2024
Specification No. NC22-0082F

ATTN: Construction Division Date: _____

Submittal Number _____

Specification Number _____ Bid Item No. _____

Submittal Description _____

We are sending you:

Copies	Date	Page	Description

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

Remarks: _____

Certify Either A or B:

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

Certified By: _____
Signature

END OF SECTION

1 **1-06 CONTROL OF MATERIAL**

2
3 **1-06.1 Approval of Materials Prior To Use**
4 **(September 15, 2010 Tacoma GSP)**

5 *The first sentence is revised to read:*

6
7 All materials and equipment shall be submitted for review in accordance with section 1-05.3 of
8 these special provisions.

9
10 For aggregates, the Contractor shall notify the Engineer of all proposed aggregates.
11 The Contractor shall use the Aggregate Source Approval (ASA) Database.

12
13 All equipment, materials, and articles incorporated into the permanent Work:

- 14
15 1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
16
17 2. Shall meet the requirements of the Contract and be approved by the Engineer;
18
19 3. May be inspected or tested at any time during their preparation and use; and
20
21 4. Shall not be used in the Work if they become unfit after being previously approved.
22

23 **1-06.1(1) Qualified Products List (QPL)**

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

25
26 QPL's are not accepted by the City.

27
28 **1-06.1(2) Request for Approval of Material (RAM)**

29 *This section is deleted in its entirety.*
30
31

32 **END OF SECTION**
33

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 State Tax (June 27, 2011 APWA GSP)

The Washington State Department of Revenue has issued special rules on the State sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts. In some cases, however, state retail sales tax will not be included. Section 1-07.2(2) describes this exception.

The Contracting Agency will pay the retained percentage (or release the Contract Bond if a FHWA-funded Project) only if the Contractor has obtained from the Washington State Department of Revenue a certificate showing that all contract-related taxes have been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to the Contractor

any amount the Contractor may owe the Washington State Department of Revenue, whether the amount owed relates to this contract or not. Any amount so deducted will be paid into the proper State fund.

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.

1-07.2(2) State Sales Tax — Rule 170

WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or existing buildings, or other structures, upon real property. This includes, but is not limited to, the construction of streets, roads, highways, etc., owned by the state of Washington; water mains and their appurtenances; sanitary sewers and sewage disposal systems unless such sewers and disposal systems are within, and a part of, a street or road drainage system; telephone, telegraph, electrical power distribution lines, or other conduits or lines in or above streets or roads, unless such power lines become a part of a street or road lighting system; and installing or attaching of any article of tangible personal property in or to real property, whether or not such personal property becomes a part of the realty by virtue of installation.

For work performed in such cases, the Contractor shall collect from the Contracting Agency, retail sales tax on the full contract price. The Contracting Agency will automatically add this sales tax to each payment to the Contractor. For this reason, the Contractor shall not include the retail sales tax in the unit bid item prices, or in any other contract amount subject to Rule 170, with the following exception.

Exception: The Contracting Agency will not add in sales tax for a payment the Contractor or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or consumable supplies not integrated into the project. Such sales taxes shall be included in the unit bid item prices or in any other contract amount.

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.

1 *This section is supplemented with the following:*

2
3 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit dollar
4 amount paid to each employee for each employee classification.

5
6 Where fringe benefits are paid into approved plans, funds, or programs, the amount of the fringe
7 benefits shall be identified in the "Benefit Distribution" section of the Certified Payroll Affirmation
8 form.

9
10 **1-07.15 Temporary Water Pollution/Erosion Control**
11 **(March 23, 2010 Tacoma GSP)**

12 *This section is supplemented with the following:*

13
14 Stormwater or dewatering water that has come in contact with concrete rubble, concrete pours,
15 or cement treated soils shall be maintained to pH 8.5 or less before it is allowed to enter waters
16 of the State or the City stormwater system. If pH exceeds 8.5, the Contractor shall immediately
17 discontinue work and initiate treatment according to the plan to lower the pH. Work may
18 resume, with treatment, once the pH of the stormwater is 8.5 or less or it can be demonstrated
19 that the runoff will not reach surface waters or the City stormwater system.

20
21 High pH process water shall not be discharged to waters of the State or the City stormwater
22 system. Unless specific measures are identified in the Special Provisions, high pH water may
23 be infiltrated, dispersed in vegetation or compost, or discharged to a sanitary sewer system.
24 Disposal shall be in accordance with the City of Tacoma Surface Water Management Manual or
25 to City wastewater system with proper approval. Water being infiltrated or dispersed shall have
26 no chance of discharging directly to waters of the State or the City stormwater system, including
27 wetlands or conveyances that indirectly lead to waters of the State. High pH process water
28 shall be treated to within a range of 6.5 to 8.5 pH units prior to infiltration to ensure the
29 discharge does not cause a violation of groundwater quality standards. If water is discharged to
30 the sanitary sewer, the Contractor shall provide a copy of permits and requirements for placing
31 the material into a sanitary sewer system prior to beginning the work. Process water may be
32 collected and disposed of by the Contractor off the project site. The Contractor shall provide a
33 copy of the permit for an approved waste site for the disposal of the process water prior to the
34 start of work that generates the process water. A Special Approved Discharge permit shall be
35 required for all discharges to the sanitary sewer system.

36
37 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
38 **(February 9, 2011 Tacoma GSP)**

39 *This section is revised to read:*

40
41 The Contractor shall prepare a project-specific spill prevention, control, and countermeasures
42 plan (SPCC Plan) that will be used for the duration of the project. The Contractor shall submit
43 the plan to the Project Engineer no later than the date of the preconstruction conference. No on-
44 site construction activities may commence until the Contracting Agency accepts an SPCC Plan
45 for the project.

46
47 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other
48 materials as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-
49 11). Occupational safety and health requirements that may pertain to SPCC Plan
50 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.
 - D. Nearby waterways and sensitive areas and their distances from the site.
4. **Potential Spill Sources**
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
 - A. Name of material and its intended use.
 - B. Estimated maximum amount on-site at any one time.
 - C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.

- D. Decontamination location and procedure for equipment that comes into contact with the material.
- E. Disposal procedures.
- F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.

5. Pre-Existing Contamination

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

6. Spill Prevention and Response Training

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

7. Spill Prevention

Describe the following items:

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

8. Spill Response

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

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

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

If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor will be used,

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

9. Project Site Map

Provide a map showing the following items:

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

10. Spill Report Forms

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

Payment

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

“SPCC Plan,” lump sum.

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

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

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

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

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

1-07.16 Protection and Restoration of Property

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

4 *This section is supplemented with the following:*
5

6 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not occur
7 unless approved by the Engineer. All stockpile sites shall be restored to as good or better
8 condition.
9

10 The Contractor shall contact all property owners and tenants in the vicinity of this project, via
11 newsletter/mailling, a minimum of one (1) week prior to start of construction. The Contractor
12 shall submit a draft of the property owner notification prior to posting/mailling.
13

14 The newsletter/mailling shall advise the owners and tenants of the construction schedule and
15 indicate the Contractor's name, contact person, and telephone numbers.
16

17 **1-07.17 Utilities and Similar Facilities**

18 **(*****)**

19 *The first paragraph is supplemented with the following:*
20

21 Public and private utilities or their Contractors will furnish all work necessary to adjust, relocate,
22 replace, or construct their facilities unless otherwise provided for in the Plans or these Special
23 Provisions. Such adjustment, relocations, replacement, or construction will be done within the
24 time for performance of this project. The Contractor shall coordinate their work with such
25 adjustment, relocation, or replacement of utility work. This may require the Contractor to phase
26 their work in a manner that will allow for the utility work.
27

28 The Contractor shall coordinate their work with all utilities and other organizations, which have
29 to adjust or revise their facilities within the project area. These may include, but are not limited
30 to:
31

- 32 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 33 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 34 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 35 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
- 36 Brian.Munson@Rainierconnect.net
- 37 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790 OR
- 38 Amber Uhls, Gas, phone: (253) 476-6137
- 39 • CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- 40 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- 41 • AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-
- 42 9830
- 43 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 44 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 45 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 46 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 47 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; [steven.schauer@t-](mailto:steven.schauer@t-mobile.com)
- 48 [mobile.com](mailto:steven.schauer@t-mobile.com)
49

50 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or other
51 electric or water utility structure owned by the City of Tacoma, the Contractor shall contact the
52 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.

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.

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

(January 4, 2016 APWA GSP)

1-07.18(1) General Requirements

- A. The Contractor shall procure and maintain the insurance described in all subsections of section 1-07.18 of these Special Provisions, from insurers with a current A. M. Best rating of not less than A-: VII and licensed to do business in the State of Washington. The Contracting Agency reserves the right to approve or reject the insurance provided, based on the insurer's financial condition.
- B. The Contractor shall keep this insurance in force without interruption from the commencement of the Contractor's Work through the term of the Contract and for thirty (30) days after the Physical Completion date, unless otherwise indicated below.
- C. If any insurance policy is written on a claims made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract. The policy shall state that coverage is claims made, and state the retroactive date. Claims-made form coverage shall be maintained by the Contractor for a minimum of 36 months following the Completion Date or earlier termination of this Contract, and the Contractor shall annually provide the Contracting Agency with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, the Contractor shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to the Contracting Agency to assure financial responsibility for liability for services performed.
- D. The Contractor's Automobile Liability, Commercial General Liability and Excess or Umbrella Liability insurance policies shall be primary and non-contributory insurance as respects the Contracting Agency's insurance, self-insurance, or self-insured pool coverage. Any

insurance, self-insurance, or self-insured pool coverage maintained by the Contracting Agency shall be excess of the Contractor's insurance and shall not contribute with it.

E. The Contractor shall provide the Contracting Agency and all additional insureds with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the Contracting Agency

H. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the Contracting Agency may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Contracting Agency on demand, or at the sole discretion of the Contracting Agency, offset against funds due the Contractor from the Contracting Agency.

I. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made.

1-07.18(2) Additional Insured

All insurance policies, with the exception of Workers Compensation, and of Professional Liability and Builder's Risk (if required by this Contract) shall name the following listed entities as additional insured(s) using the forms or endorsements required herein:

- the Contracting Agency and its officers, elected officials, employees, agents, and volunteers
- The above-listed entities shall be additional insured(s) for the full available limits of liability maintained by the Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract, and irrespective of whether the Certificate of Insurance provided by the Contractor pursuant to 1-07.18(4) describes limits lower than those maintained by the Contractor.

For Commercial General Liability insurance coverage, the required additional insured endorsements shall be at least as broad as ISO forms CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

1-07.18(3) Subcontractors

The Contractor shall cause each Subcontractor of every tier to provide insurance coverage that complies with all applicable requirements of the Contractor-provided insurance as set forth herein, except the Contractor shall have sole responsibility for determining the limits of coverage required to be obtained by Subcontractors.

The Contractor shall ensure that all Subcontractors of every tier add all entities listed in 1-07.18(2) as additional insureds, and provide proof of such on the policies as required by that section as detailed in 1-07.18(2) using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

Upon request by the Contracting Agency, the Contractor shall forward to the Contracting Agency evidence of insurance and copies of the additional insured endorsements of each Subcontractor of every tier as required in 1-07.18(4) Verification of Coverage.

1 **1-07.18(4) Verification of Coverage**

2
3 The Contractor shall deliver to the Contracting Agency a Certificate(s) of Insurance and
4 endorsements for each policy of insurance meeting the requirements set forth herein when the
5 Contractor delivers the signed Contract for the work. Failure of Contracting Agency to demand
6 such verification of coverage with these insurance requirements or failure of Contracting Agency
7 to identify a deficiency from the insurance documentation provided shall not be construed as a
8 waiver of Contractor's obligation to maintain such insurance.

9
10 Verification of coverage shall include:

- 11 1. An ACORD certificate or a form determined by the Contracting Agency to be equivalent.
12 2. Copies of all endorsements naming Contracting Agency and all other entities listed in
13 1-07.18(2) as additional insured(s), showing the policy number. The Contractor may submit
14 a copy of any blanket additional insured clause from its policies instead of a separate
15 endorsement.
16 3. Any other amendatory endorsements to show the coverage required herein.
17 4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these
18 requirements – actual endorsements must be submitted.
19

20 Upon request by the Contracting Agency, the Contractor shall forward to the Contracting
21 Agency a full and certified copy of the insurance policy(s). If Builders Risk insurance is required
22 on this Project, a full and certified copy of that policy is required when the Contractor delivers
23 the signed Contract for the work.
24

25 **1-07.18(5) Coverages and Limits**

26
27 The insurance shall provide the minimum coverages and limits set forth below. Contractor's
28 maintenance of insurance, its scope of coverage, and limits as required herein shall not be
29 construed to limit the liability of the Contractor to the coverage provided by such insurance, or
30 otherwise limit the Contracting Agency's recourse to any remedy available at law or in equity.
31

32 All deductibles and self-insured retentions must be disclosed and are subject to approval by the
33 Contracting Agency. The cost of any claim payments falling within the deductible or self-insured
34 retention shall be the responsibility of the Contractor. In the event an additional insured incurs a
35 liability subject to any policy's deductibles or self-insured retention, said deductibles or self-
36 insured retention shall be the responsibility of the Contractor.
37

38 **1-07.18(5)A Commercial General Liability**

39
40 Commercial General Liability insurance shall be written on coverage forms at least as broad as
41 ISO occurrence form CG 00 01, including but not limited to liability arising from premises,
42 operations, stop gap liability, independent contractors, products-completed operations, personal
43 and advertising injury, and liability assumed under an insured contract. There shall be no
44 exclusion for liability arising from explosion, collapse or underground property damage.
45

46 The Commercial General Liability insurance shall be endorsed to provide a per project general
47 aggregate limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
48

49 Contractor shall maintain Commercial General Liability Insurance arising out of the Contractor's
50 completed operations for at least three years following Substantial Completion of the Work.
51

Such policy must provide the following minimum limits:

\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Operations Aggregate
\$1,000,000	Personal & Advertising Injury each offence
\$1,000,000	Stop Gap / Employers' Liability each accident

1-07.18(5)B Automobile Liability

Automobile Liability shall cover owned, non-owned, hired, and leased vehicles; and shall be written on a coverage form at least as broad as ISO form CA 00 01. If the work involves the transport of pollutants, the automobile liability policy shall include MCS 90 and CA 99 48 endorsements.

Such policy must provide the following minimum limit:

\$1,000,000	Combined single limit each accident
-------------	-------------------------------------

1-07.18(5)C Workers' Compensation

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the state of Washington.

1-07.23 Public Convenience and Safety

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:

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

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

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

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

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

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

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

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

This section is supplemented with the following:

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

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

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

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

The Contractor shall be responsible for providing, without expense or liability to the Contracting Agency, any additional land and access thereto that the Contractor may desire for temporary construction facilities, storage of materials, or other Contractor needs. However, before using any private property, whether adjoining the work or not, the Contractor shall file with the Engineer a written permission of the private property owner, and, upon vacating the premises, a written release from the property owner of each property disturbed or otherwise interfered with by reasons of construction pursued under this contract. The statement shall be signed by the private property owner, or proper authority acting for the owner of the private property affected,

1 stating that permission has been granted to use the property and all necessary permits have
2 been obtained or, in the case of a release, that the restoration of the property has been
3 satisfactorily accomplished. The statement shall include the parcel number, address, and date
4 of signature. Written releases must be filed with the Engineer before the Completion Date will
5 be established.

6
7
8 **END OF SECTION**
9
10

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

6
7 **1-08.0(1) Preconstruction Conference**
8 **(October 10, 2008 APWA GSP)**
9

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

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

21
22 The Contractor shall prepare and submit at the preconstruction conference the following:

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

26
27 *Add the following new section:*

28 **1-08.0(2) Hours of Work**
29 **(March 3, 2008 Tacoma GSP)**
30

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

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

43 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
44 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to
45 noise control requirements. Approval to continue work during these hours may be revoked at
46 any time the Contractor exceeds the Contracting Agency's noise control regulations or
47 complaints are received from the public or adjoining property owners regarding the noise from
48 the Contractor's operations. The Contractor shall have no claim for damages or delays should
49 such permission be revoked for these reasons.
50

51 Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight
52 time working hours Monday through Friday may be given subject to certain other conditions set
53 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.

Revise the ninth paragraph to read:

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

1 **1-08.4 Prosecution of Work**

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

3
4 **1-08.4 Notice to Proceed and Prosecution of Work**
5 **(July 23, 2015 APWA GSP)**

6
7 Notice to Proceed will be given after the contract has been executed and the contract bond and
8 evidence of insurance have been approved and filed by the Contracting Agency. The
9 Contractor shall not commence with the work until the Notice to Proceed has been given by the
10 Engineer. The Contractor shall commence construction activities on the project site within ten
11 days of the Notice to Proceed Date, unless otherwise approved in writing. The Contractor shall
12 diligently pursue the work to the physical completion date within the time specified in the
13 contract. Voluntary shutdown or slowing of operations by the Contractor shall not relieve the
14 Contractor of the responsibility to complete the work within the time(s) specified in the contract.

15
16 When shown in the Plans, the first order of work shall be the installation of high visibility fencing
17 to delineate all areas for protection or restoration, as described in the Contract. Installation of
18 high visibility fencing adjacent to the roadway shall occur after the placement of all necessary
19 signs and traffic control devices in accordance with 1-10.1(2). Upon construction of the fencing,
20 the Contractor shall request the Engineer to inspect the fence. No other work shall be performed
21 on the site until the Contracting Agency has accepted the installation of high visibility fencing, as
22 described in the Contract.

23
24 **1-08.5 Time for Completion**

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

26 *Revise the first and second sentences of the first paragraph to read:*

27
28 The Contractor shall complete all physical Contract Work within the number of "calendar days"
29 stated in the Contract Provisions or as extended by the Engineer in accordance with Section 1-
30 08.8. Every calendar day will be counted as a "working day" unless it is a nonworking day or an
31 Engineer determined unworkable day.

32
33 *Revise the third and fourth paragraphs to read:*

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

35
36 Each working day shall be charged to the contract as it occurs, until the contract work is
37 physically complete. If substantial completion has been granted and all the authorized working
38 days have been used, charging of working days will cease. Each week the Engineer will provide
39 the Contractor a statement that shows the number of working days: (1) charged to the contract
40 the week before; (2) specified for the physical completion of the contract; and (3) remaining for
41 the physical completion of the contract. The statement will also show the nonworking days and
42 any partial or whole day the Engineer declares as unworkable. Within 10 calendar days after
43 the date of each statement, the Contractor shall file a written protest of any alleged
44 discrepancies in it. To be considered by the Engineer, the protest shall be in sufficient detail to
45 enable the Engineer to ascertain the basis and amount of time disputed. By not filing such
46 detailed protest in that period, the Contractor shall be deemed as having accepted the statement
47 as correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
48 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily be
49 charged as a working day then the fifth day of that week will be charged as a working day
50 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 SBE Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

This section is supplemented with the following:

(*****)

This project shall be physically completed within 730 calendar days.

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

Revise the fourth paragraph to read:

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

END OF SECTION

1 **1-09 MEASUREMENT AND PAYMENT**

2
3 **1-09.6 Force Account**
4 **(*****)**

5
6 *Delete paragraph 4 of Item #1, paragraph 5 of Item #2, paragraphs 4 & 5 of Item #3, and*
7 *paragraph 2 of Item #4 and replace these with the following:*

8
9 In addition for compensation for direct labor costs, direct material costs, equipment costs, and
10 for specialized services, the Contracting Agency will mark-up these costs equal to the respective
11 percentages submitted by the contractor at the time of the bid. These percentage mark-ups shall
12 be used for all work at all sites across the City. Mark- ups shall include project overhead,
13 general company overhead, profit, bonding, insurance, training and monitoring, oversight and
14 management, office and field supplies, small tools, general equipment (including, but not limited
15 to, ladders, garbage cans, hand-operated power equipment (chain saws, weed whackers, lawn
16 mowers, hedge/tree trimmer, blowers, etc.), etc.), fuel, warranties, Business and Occupation tax,
17 safety training and health tests, and any other costs incurred to complete the work.

18
19 *Item #3 of this Section is supplemented with the following:*

20
21 The Contractor shall submit a comprehensive summary list of all equipment anticipated to be
22 used on the project and their associated AGC/WSDOT Equipment Rental Rates. The list shall
23 include the contractor's equipment number, make, model, year, operation rate, standby rate,
24 applicable attachments and any other applicable information necessary to determine the
25 applicable rates in accordance with this section. In addition, the contractor shall submit an
26 Equipment Watch rate sheet (www.equipmentwatch.com) for each piece of equipment in the
27 summary list. Access to the Equipment Watch web site is available at the City's Construction
28 Management Office. Copies requested by the contractor will be charged at the current
29 applicable rate.

30
31 *Delete the last sentence of paragraph 1 and delete paragraph 2 of Item #5 of this*
32 *Section. Supplement Item #5 of this Section with the following:*

33
34 Mobilization shall include all labor, materials and equipment to provide an estimate to the City to
35 perform the required nuisance abatement activities at a given site, and to mobilize/demobilize to
36 each project site to completely abate the property upon arrival and as directed by the City.
37 Mobilization unit price provided is a one-time fee per site address within the City limits
38 regardless of the time and effort needed to finalize the site estimate and to complete all
39 requested nuisance abatement work. The Mobilization unit price provided at the time of bid shall
40 be the same amount paid for Mobilization at each site where work is conducted across the City.
41 If a site is located outside the City limits, the City shall mark-up the Mobilization unit price
42 submitted at the time of bid an additional 15%.

43
44 **1-09.9 Payments**
45 **(March 13, 2012 APWA GSP)**
46 **(*****)**

47
48 *Delete the first four paragraphs and replace them with the following:*

49 The basis of payment will be the actual quantities of Work performed according to the Contract
50 and as specified for payment. The City does not guarantee a specific amount of work in this on-
51 call contract. The Contractor shall not be entitled to any adjustment in the unit
52 prices/rates/mark-ups submitted in the bid proposal as a result of the actual amount of work
53 performed over the life of the contract.

1
2 Work at each site shall be invoiced to the City immediately after the work is completed as
3 provided in Section 8-26. Each invoice shall be processed separately by the City for payment to
4 the Contractor. Pay quantities shall be as agreed upon by the City and Contractor. Invoice
5 payments will be made in accordance with the progress estimate less:

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

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

13
14 *This section is supplemented with the following:*
15 **(January 6, 2015 Tacoma GSP)**

16
17 Breakdowns of all lump sum items shall be provided for all lump sum items and shall include all
18 costs for labor, equipment, materials, and taxes (as applicable) associated with the lump sum
19 item. Washington State Department of Revenue Rules 170 and 171 apply to lump sum items
20 per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications.

21
22 Stockpiled Material - The point of acceptance of stockpiled material for payment and quality shall
23 be at the time of incorporation into the contract.

24
25 **1-09.9(1) Retainage**
26 **(May 10, 2006 Tacoma GSP)**

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

- 28
- 29 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
- 30 7. A release has been obtained from the City of Tacoma's City Clerk's Office.

31
32 **1-09.13(3)A Administration of Arbitration**
33 **(October 1, 2005 APWA GSP)**

34 *Revise the third paragraph to read:*

35
36 The Contracting Agency and the Contractor mutually agree to be bound by the decision of the
37 arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the
38 Superior Court of the county in which the Contracting Agency's headquarters are located. The
39 decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator
40 shall use the contract as a basis for decisions.

41
42
43 **END OF SECTION**
44

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.1(2) Description**

4 **(July 22, 2019 Tacoma GSP)**

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

6
7 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times except
8 when Work requires closure(s) that have been requested and approved in accordance with
9 section 1-10.2(2).

10
11 *The third sentence of the fourth paragraph is revised to read:*

12
13 Approved lane and ramp closures shall be for the minimum time required to complete the Work.

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

16
17 Only uniformed off-duty police officers shall be used to control traffic when it is necessary to
18 override or provide traffic control at signalized intersections. Off-duty City of Tacoma Police
19 Department officers are preferred within the jurisdiction of the Tacoma PD, and the Contractor
20 shall grant the Tacoma PD the "first right of refusal" by contacting the Tacoma PD first as stated
21 below.

22
23 The City will make all necessary temporary adjustments to existing traffic signals and traffic
24 signal activators.

25
26 Existing signs shall not be removed until the Contractor has provided for temporary measures
27 sufficient to safeguard and direct traffic after existing signs have been removed. Preservation of
28 temporary traffic control and street name signs shall be the sole responsibility of the Contractor.

29
30 As the work progresses and permits, temporarily relocated and/or removed traffic signs shall be
31 reset in their permanent location. Permanent signs and other traffic control devices damaged or
32 lost by the Contractor shall be replaced or repaired at the Contractor's expense.

33
34 **Traffic Control Management**

35 **1-10.2(1) General**

36 **(January 3, 2017)**

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

38
39 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State
40 of Washington. The Traffic Control Supervisor shall be certified by one of the following:

41
42 The Northwest Laborers-Employers Training Trust
43 27055 Ohio Ave.
44 Kingston, WA 98346
45 (360) 297-3035

46
47 Evergreen Safety Council
48 12545 135th Ave. NE
49 Kirkland, WA 98034-8709
50 1-800-521-0778

1 The American Traffic Safety Services Association
2 15 Riverside Parkway, Suite 100
3 Fredericksburg, Virginia 22406-1022
4 Training Dept. Toll Free (877) 642-4637
5 Phone: (540) 368-1701
6

7 **1-10.3(3)A Construction Signs**
8 **(January 11, 2006 Tacoma GSP)**

9 *The fifth paragraph is revised to read:*

10
11 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer
12 deems to be unacceptable while their use is required on the project shall be replaced by the
13 Contractor at their expense.
14

15 **1-10.3(3)C Portable Changeable Message Sign**
16 **(August 4, 2010 Tacoma GSP)**

17 *This section is supplemented with the following:*

18
19 Portable Changeable Message Signs shall be required on arterials streets where construction
20 occurs for durations longer than seven (7) calendar days. Signs shall be solar charged and
21 programmable. Signs shall be provided a minimum of seven (7) calendar days prior to
22 construction and remain through the duration of the construction on the arterial street. Signs
23 shall be provided on each end of the arterial street construction zone notifying oncoming traffic
24 of the construction conditions. All costs associated with providing and maintain the signs for the
25 required duration shall be included in the proposal item, "Project Temporary Traffic Control", per
26 lump sum
27

28 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
29 **(January 11, 2006 Tacoma GSP)**

30 *This section is supplemented with the following:*

31
32 No unit of measure will apply to the position of traffic control manager and it will be considered
33 included in other unit contract prices in the Bid Proposal.
34
35
36
37

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

1 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**
2 **(*****)**
3

4 **2-01.1 Description**

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

6
7 The Contractor shall clear, grub, and cleanup those areas as directed by the City.

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

10
11 Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be
12 considered as part of "Clearing and Grubbing" when identified for removal by the City.
13

14 **2-01.2 Disposal of Usable Material and Debris**

15 *The second paragraph is revised to read:*

16
17 The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

18
19 **2-01.3(1) Clearing**

20 *This section is revised to read:*

- 21
22 1. Fell trees only within the area to be cleared.
23 2. Close-cut parallel to the slope of the ground all stumps to be left in the
24 cleared area outside the slope stakes.
25 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
26 4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet
27 from the top, side, or end surface of the embankment or any structure and are in a
28 location that will not be terraced as described in Section 2-03.3(14):
29 a. Close-cut stumps under 18-inches in diameter.
30 b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches above
31 original ground level.
32 5. Leave standing any trees or native growth indicated by the Engineer.
33 6. Trim all trees to be left standing to the height specified by the Engineer, with a
34 minimum height of eight (8) feet above sidewalk and fourteen (14) feet above the roadway
35 surface. Neatly cut all limbs close to the tree trunk.
36 7. Thin clumps of native growth as the Engineer may direct.
37 8. Protect, by fencing if necessary, all trees or native growth from any damage caused by
38 construction operations.
39

40 **2-01.3(2) Grubbing**

41 *Revise item e to read:*

42
43 Upon which embankments will be placed, except stumps may be close-cut or trimmed as
44 allowed in Section 2-01.3(1) item 4.
45

46
47 **END OF SECTION**

1 **2-07 WATERING**
2 **(August 3, 2009 Tacoma GSP)**
3

4 **2-07.3 Construction Requirements**

5 *The last sentence of the first paragraph is revised to read:*
6

7 The Engineer may direct that the Contractor apply water during non-working hours such as
8 evenings, weekends, or recognized holidays.
9

10 *Section 2-07.3 is supplemented with the following:*
11

12 **2-07.3(1) Water Supplied from Hydrants**
13

14 There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or any
15 other construction activities associated with this project. Prior to construction activities, it shall
16 be the Contractor's responsibility to verify which hydrants will be available by contacting Tacoma
17 Water. The Contractor shall use only those hydrants designated by Tacoma Water.
18

19 Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance with
20 the "Operating Procedures for the use of Water Division Hydrants" available at the Tacoma
21 Water Permit Counter.
22

23 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the Water
24 Permit Counter at (253) 502-8247, 2nd floor, Tacoma Public Utilities, Administrative Building,
25 3628 South 35th Street, Tacoma, WA 98409. A copy of the approved Hydrant Permit shall be
26 submitted to the Engineer.
27

28 Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant
29 Certification Card prior to obtaining a permit. If necessary, contractor personnel shall undergo
30 training to receive the required certification. Contact the Water Permit Counter
31 to set up training as necessary.
32

33 **END OF SECTION**
34
35

1 **2-13 VEGETATION REMOVAL**
2 **(March 17, 2003 Tacoma GSP)**
3

4 **2-13.1 Description**
5

6 This Work shall consist of the removal and disposal of vegetation identified on the Plans.
7

8 **2-13.2 Definition of Vegetation**
9

10 A "tree" is defined as any self-supporting, woody perennial plant having a main stem (trunk) and
11 which normally attains a height of at least ten (10) feet at maturity, usually with one (1) main
12 stem or trunk and many branches.
13

14 A "shrub" is defined as any woody perennial plant which normally attains a height of less than
15 ten (10) feet at maturity and which can be construed to have some landscape value.
16

17 "Brush" is defined as any perennial vegetation which normally attains a height of ten (10) feet or
18 less at maturity, which is not maintained as part of a landscape feature, which is "volunteer"
19 growth or which exists in a naturalized state. Examples include but are not limited to stands of
20 blackberries and scotch broom.
21

22 **2-13.3 Construction Requirements**
23

24 All stumps not identified for removal shall be close-cut parallel to the slope of the ground.
25

26 All stumps identified for stump grinding shall be ground to eight inches below final grade.
27

28 Disposal of all debris shall be in accordance with Section 2-01.2(2).
29

30 **END OF SECTION**
31
32

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

2-14.1 Description

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

2-14.2 Pavement Classification

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

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

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

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

Class A2 Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less.

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

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

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

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

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

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

1 **2-14.3 Construction Requirements**

2
3 All final meetlines shall be sawcut.

4
5 Where monolithic cement concrete pavement and curb are being removed, the curb removal
6 shall be considered as pavement removal, and the measurement for payment will be to the back
7 of the curb.

8
9 The removal of existing street improvements shall be conducted in such a manner as not to
10 damage utilities and any portion of the improvement that is to remain in place. Any deviation in
11 this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair,
12 replace, or otherwise make proper restoration to the satisfaction of the Engineer.

13
14 In the event a pavement averages more than the maximum thickness specified for its class, an
15 additional payment will be made to cover the extra thickness removed by a proportional
16 conversion into additional square yards.

17
18
19 **END OF SECTION**
20

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

4 **3-04.1 Description**

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

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

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

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

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

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

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

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

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

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

24 *This section is deleted:*
25
26

27 **END OF SECTION**
28

8-01 EROSION CONTROL AND WATER POLLUTION CONTROL
(April 1, 2018 Tacoma GSP)

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:

<http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.

The Contractor developing the SWPPP must ensure that all references are appropriate for the City of Tacoma.

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

The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or forms per 8- 1.3(1) B to the Project Engineer no later than the end of the next working day following the inspection.

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

This section is revised to read:

The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control (TESC) Plan Sheet. The

ESC Lead shall maintain, for the life of the contract, a current Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current Certified Professional in Erosion and Sediment Control (CPESC) certificate from a course approved by the Washington State Department of Ecology. The CESCL or CPESC shall be listed on the Emergency Contact List required under Section 1- 12 05.13(1).

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

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

8-01.3(1)C Water Management

This section is revised to read:

General. The Contractor is responsible for keeping excavations free from standing water during construction and disposing of the water in a manner that will not cause pollution, injury to public or private property, or cause a nuisance to the public. Groundwater flowing toward, into, or within excavations shall be controlled to prevent sloughing of excavation walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly progress of construction. The control of groundwater shall be such that softening of the bottom of excavations, or formation of "quick" conditions or "boils" during excavation, shall not occur. The Contractor is responsible for all foundation material required due to lack of dewatering efforts.

1 **8-01.3(2) Seeding, Fertilizing, and Mulching**

2
3 **8-01.3(2)A1 Seeding**

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

5
6 The depth of cultivation shall be 3 inches.

7
8 **8-01.3(2)B Seeding and Fertilizing**

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

10
11 All seeding areas shall be seeded with a mix and at a rate as defined by the City.

12 Seeding fertilizer shall be as defined by the City.

13
14 *The fourth paragraph is supplemented with the following:*

15
16 Seed shall be distributed uniformly over the designated area. Half of the seed shall be sown
17 with the sower moving in one direction, and the remainder with the sower moving at right angles
18 to the first sowing.

19
20 **8-01.3(2)D Mulching**

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

22
23 The type of mulch and its application rate shall as defined by the City.

24
25 **8-01.3(2)E Tackifiers**

26 *This section is supplemented with the following:*

27
28 The type of tackifier and its application rate shall be as defined by the City.

29
30 **8-01.3(7) Stabilized Construction Entrance**

31 *The third paragraph is revised to read:*

32
33 When the City requires a wheel wash in conjunction with the stabilized entrance, the details for
34 the wheel wash and the method for containing and treating the sediment- laden runoff shall be
35 included as part of the SWPPP and TESC Plan.

36
37 **8-01.3(8) Street Cleaning**

38 *The second sentence is revised to read:*

39
40 Street washing with water shall not be permitted.

41
42 **8-01.3(9)D Inlet Protection**

43 *Replace the third paragraph of this section with the following:*

44
45 When the depth of accumulated sediment and debris reaches approximately 1/3 the height of an
46 internal device or 1/3 the height of the external device (or less when so specified by the
47 manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and
48 disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP.

1 *The section is supplemented with the following:*

2

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

4

5 **8-01.3(10) Wattles**

6 *The fifth and sixth sentences are revised to read:*

7

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

11

12

13

END OF SECTION

8-02 ROADSIDE RESTORATION
(April 1, 2018 Tacoma GSP)

8-02.3 Construction Requirements

8-02.3(5) Planting Area Preparation

This section is supplemented with the following:

All grades shall be maintained in the areas to be planted in a true and even condition. The contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades have not been established, the areas shall be finish graded and all surfaces left in an even and compacted condition. The finished grade shall be such that after planting, the grade shall be flush with adjoining surfaces; positive drainage shall also be maintained.

8-02.3(6) Soil Amendments

This section is supplemented with the following:

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

8-02.3(9) Pruning, Staking, Guying and Wrapping

This section is supplemented with the following:

Crossed or rubbing branches shall be removed providing the natural shape of the tree is preserved. Under no circumstances shall pruning be done prior to inspection and approval of plants by the Engineer. All cuts shall be made flush with the parent stem leaving no stubs. Pruning cuts shall be made in a manner to favor the earliest possible covering of the wound by callus growth. Cuts that produce large wounds and weaken the tree will not be acceptable.

Top growth removal to compensate for root loss shall not exceed one-third (1/3) of the top growth unless otherwise specified or directed by the Engineer. Cuts created 3/4 inch in diameter shall be treated with an approved tree wound dressing. All pruning shall produce a clean cut without bruising or tearing the bark and shall be in living wood where the wood can properly heal over.

Evergreens shall not be pruned, except to remove injured branches. The use of pole shears and/or hedge shears for pruning deciduous and evergreen trees will not be permitted. All trimmings and other debris left over from the planting operations shall be collected and disposed of off the site.

All evergreen trees and deciduous trees over 15 feet in height shall be guyed with three wires or cables.

All deciduous and evergreen trees shall be staked the same day of planting.

8-02.3(10) Fertilizers

This section is supplemented with the following:

Fertilizer type and application rate shall be as defined by the City.

1 **8-02.3(11) Bark or Wood Chip Mulch**

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

3
4 Mulch shall be feathered to plant material trunks, stems, canes, or root collars, and level with the
5 top of junction and valve boxes, curbs and pavement edges.

6
7 *This section is supplemented with the following:*

8
9 Bark or wood chip mulch in accordance with Section 9-14.4(3) shall be applied to a depth of
10 _____ inches at the location indicated on the Plans or as directed by the Engineer.

11
12 **8-02.3(13) Plant Establishment**

13 *This section is revised to read:*

14
15 The Contractor shall maintain the planting areas and all plants planted within the project limits to
16 ensure the resumption and continued growth of the planted material until physical completion of
17 the contract.

18
19 Maintenance shall include, but not be limited to, labor and materials necessary for removal of
20 foreign, dead, or rejected plant material, maintaining a weed-free condition, and the replacement
21 of all unsatisfactory plant material planted under the contract.

22
23 Planting dates for replacement plant material will be approved by the Engineer.

24
25 The Contractor shall meet with the Engineer for the purpose of joint inspection of the project
26 once installation has been completed and thereafter on a periodic "as needed" basis as
27 determined by the Engineer, until the physical completion date of the contract.

28
29 All conditions unsatisfactory to the Engineer shall be corrected by the Contractor within a ten-
30 day period immediately following the inspection. Failure to comply with corrective steps as
31 outlined by the Engineer shall constitute justification of the Contracting Agency to take corrective
32 steps and to deduct all costs thereof from any monies due the Contractor.

33
34 The Contractor shall replace all plants stolen or damaged by the acts of others until the physical
35 completion date of the contract.

36
37 **8-02.3(14) Plant Replacement**

38 *This section is revised to read:*

39
40 The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and
41 materials warranty for all planted material. The warranty shall cause the Contractor to remove
42 and replace all rejected plant material during the warranty period. The warranty period shall
43 begin at the date of physical completion of the contract and end one calendar year from that
44 date.

45
46 The Contractor shall be responsible for growing or providing enough plants for replacement of all
47 plant material rejected during the warranty period. All rejected plant material shall be replaced at
48 dates approved by the Engineer.

49
50 All replacement plants shall be of the same species and quality as the plants they replace.
51 Plants may vary in size reflecting one season of growth should the Contractor elect to hold plant
52 material under nursery conditions for an additional year to serve as replacement plants.

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

8-02.3(16) Lawn Installation

8-02.3(16)A Lawn Installation

The second paragraph is revised to read:

The seed mix and application rate shall be as defined by the City.

The third paragraph is supplemented with the following:

Where no irrigation system is to be installed, the lawn shall be placed during the following period only:

March 1st – June 30th

September 1st - October 25

The fifth paragraph is supplemented with the following:

Topsoil shall be tilled to a depth of _____ inches.

The sixth paragraph is supplemented with the following:

On sloped areas, the sod strips shall be laid perpendicular to the flow of water.

8-02.3(16)B Lawn Establishment

This section is supplemented with the following:

Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

END OF SECTION

1 **8-03 IRRIGATION SYSTEM**
2 **(March 1, 2004 Tacoma GSP)**
3

4 **8-03.3 Construction Requirements**

5 *The fourth paragraph is supplemented with the following:*
6

7 All electrical work from the electrical source to the controller junction box must be completed by
8 a licensed electrical contractor
9

10 **8-03.3(5) Installation**

11 *The first sentence of the second paragraph is revised to read:*
12

13 Final position of turf heads shall be level or ½ inch below finished grade measured from the top
14 of the sprinkler.
15

16 *The fourth paragraph is revised to read:*
17

18 Final position of valve boxes, capped sleeves, and quick coupler valves shall be level with the
19 finished grade or mulch.
20

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

23 The Contractor shall advise the Engineer at least 24 hours before pressure tests are to be
24 conducted.
25

26 A zone diagram shall be posted in the controller to facilitate the selection of the valves to be
27 operated.
28
29
30

31 **END OF SECTION**
32

8-26 NUISANCE PROPERTY ABATEMENTS

(***)**

Add this New Section

8-26.1 Description/Construction Requirements

Beginning on or about April 2022, on-call nuisance property abatements for a period of 2-years with an option to extend or renewal the contract for one additional year at locations requested by the City. The work shall include all labor, services, materials, and equipment necessary to fully abate the identified properties for the protection of public health, in response to natural disasters, and for public safety and welfare on a city-wide basis. Work shall occur in the right-of-way and on public and private property.

Typical property abatement tasks may include the collection and removal of various types of refuse, cutting and removal of vegetation, graffiti removal, small accessory structure demolition and removal, and other tasks as outlined in Section 8-26. Also the removal of inactive homeless encampments and all related miscellaneous litter and debris including but not limited to tents, structures, sharps, and human waste. The Contractor shall provide an estimate to complete nuisance abatement work at each site designated by the City. Payment shall be based on actual work performed, including all labor, services, materials and equipment utilized. The unit prices/rates/mark-ups shall be fixed and based on the information submitted by the Contractor at the time of the bid.

8-26.2 Construction Requirements

The City will notify the Contractor of a site that requires nuisance abatement work (this notice may come in a formal letter or email with information regarding the site location, work to be performed, and other pertinent information), and the City will schedule a site visit with the Contractor. Upon completion of the site visit, the Contractor shall have three (3) working days to provide a cost estimate to the City to complete the work. The cost estimate shall be consistent with Section 1-09, and at a minimum, shall be broken out by labor/operator/truck driver (with hours estimated), materials (a listing of anticipated materials, estimated weight, and associated costs), services required, and equipment to be used to complete the work. Mark-ups/rates for labor, materials, services, and equipment shall be clearly shown and shall be the same rates/mark-ups as submitted in the Contractor's original bid proposal to the City for determining the basis of award.

Each site abatement estimate shall be reviewed by the City, and if acceptable, the City will issue a Notice to Proceed (NTP) to the Contractor via email (or other means) and the Contractor shall have five (5) working days from the NTP date to complete all work. If the estimate is not acceptable to the City, further site visits or additional evaluation may be required to fully review the nature of the work; the City may request estimate revisions.

Most sites are expected to be fully abated within one working day, however some sites may take additional time, as approved by the City. Once onsite, the Contractor shall remain onsite until the job is completed and the City has approved the abatement.

Emergency Nuisance Abatement Work, the City will advise the Contractor in writing of the emergency nuisance abatement work need and will schedule a site visit with the Contractor. The Contractor shall meet the City for the site inspection within the same business day as being contacted by the City of the emergency need, unless otherwise agreed to in writing by the City. Upon completion of the site visit, the Contractor shall have 24 hours to provide a cost estimate to the City to complete the work. The cost estimate shall be consistent as provided herein.

Each site abatement estimate shall be reviewed by the City, and if acceptable, the City will issue a Notice to Proceed (NTP) letter to the Contractor via email (or other reasonable means). The Contractor shall commence with site work either 48 hours from the NTP or at the end of the 72-hour notice period the City posted onsite, whichever is sooner, unless otherwise agreed to in writing by the City.

Upon completion of the work at each site, the Contractor shall submit an invoice detailing the actual amount of labor, materials, and equipment used. The invoicing shall be acceptable to the City and contain all backup as required by the City.

Each property shall have its own site-specific tasks as provided by the City. Typical property abatement tasks may include, but are not limited to, the following:

- ☐ Collection and removal of various types of litter and debris
- ☐ Removal of inactive homeless encampments and all related miscellaneous litter and debris including but not limited to tents, structures, sharps, and human waste
- ☐ The relocation of materials to a location onsite or offsite
- ☐ Cutting, collection and removal of various types of overgrown vegetation, including trees, stumps, and shrubbery
- ☐ Small accessory structure demolition and removal
- ☐ Removal of containers with; oil, paint, propane, etc. also tires
- ☐ Graffiti removal
- ☐ Fence repair or removal
- ☐ Revegetation, seeding/planting, and erosion control measures to prevent soil erosion from disturbed areas
- ☐ Installation of temporary fencing
- ☐ Installation or repair of miscellaneous concrete, asphalt, gravel or other hardscape features
- ☐ Signage
- ☐ Traffic and pedestrian control plans and implementation
- ☐ Site maintenance, repair and installation of materials/features as needed to support public health, safety and welfare
- ☐ Sharps removal and disposal
- ☐ Obtaining barricade, no-park, right-of-way use, or other permits as required
- ☐ Removal and disposal of asbestos containing materials (asbestos surveys to be provided by the City)

All work shall occur under the supervision of a City representative. At no time should soil or debris be tracked into the right-of-way.

Removal of inactive homeless encampments, the cleanups shall be conducted after all individuals have left the property after a 72-hour notice.

The Contractor and their representatives shall be professional, prompt and courteous at all times.

1 All refuse materials removed from the site shall be disposed of at the City landfill via drop-off
2 container or direct haul, as coordinated by the Contractor. Other non-refuse materials may go to
3 recyclers or other acceptable facilities, as approved by the City. Proof of disposal/recycling/other-
4 facility-use shall be provided to the City.

5
6 Contractor shall protect existing property/features including, but not limited to, sprinkler systems,
7 drain pipes, lawns, plantings, brick work, masonry work, fences, walls, sidewalks, other structures,
8 and pavements. All damage shall be immediately repaired at the Contractor's expense.

9
10 If a warrant is required to access privately owned property, the warrant will be obtained by the City
11 at no cost to the Contractor. In these instances, the Tacoma Police Department may accompany
12 the Contractor and City representatives' onsite to complete the abatement. The use and
13 scheduling of Tacoma Police Department staffing will be coordinated by the City at no cost to the
14 Contractor.

15
16 The Legal Department will often file a judgement against the property owner in Court in connection
17 with the cost of the abatement. If needed, the Contractor shall sign a declaration that the costs
18 submitted are the actual costs they charged the City and is representative of the work performed.
19 The Declaration shall be prepared by the City's Legal Department. If the charges are appealed,
20 the Contractor will have to attend the appeal hearing to testify that the costs submitted to the City
21 were the actual costs.

22 23 **8-26.4 Measurement**

24
25 Measurement for mobilization, labor, services, materials, and equipment for each nuisance
26 abatement site shall be in accordance with the Bid Proposal and Section 1-09, with the
27 exceptions identified herein.

28
29 All invoices/tickets requested for reimbursement shall have the address of the site clearly
30 identified.

31 32 Legal Support

33 A representative of the Contractor shall be reimbursed for court appearances per hour he/she is
34 present at the court hearing. This shall be measured by the City. If the appearance is brief, the
35 Contractor shall be paid a two-hour minimum. For appearances greater than two hours, the
36 time shall be rounded to the nearest ½ hour. The Contractor's representative shall have
37 contract signatory authority for the company, or shall be acceptable to the City.

38 39 **8-26.5 Payment**

40
41 Payment shall be in accordance with Section 1-09 with the exceptions identified herein.

42
43 Payment for each site will be based on the actual labor, materials, services, and equipment
44 required to complete the work. The final cost should be similar to the cost provided in the
45 original site estimate.

46
47 Payment for each Emergency Nuisance Abatement site, will be based on all costs directly or
48 indirectly attributable to each emergency nuisance abatement work needed, for all time and/or
49 delays related thereto, and for performance of the change within the time frame stated. Payment
50 for work, shall be made using existing Bid Items

1 The laborer rate submitted with the bid proposal shall apply to all WA State Department of Labor
2 & Industries classifications within the "Laborers", "Laborers – Underground Sewer & Water",
3 "Landscape Construction", and other trades that would be reasonably considered necessary to
4 complete the site abatement tasks as described herein. The laborer classification of "Tunnel
5 Work-"is excluded.

6
7 The Power Equipment Operator rate submitted with the bid proposal shall apply to all WA State
8 Department of Labor & Industries classifications within the "Power Equipment Operators",
9 "Power Equipment Operators – Underground Sewer & Water", and other trades that would be
10 reasonably necessary to complete the site abatement tasks as described herein.

11
12 The Truck Driver rate submitted with the bid proposal shall apply to all WA State Department of
13 Labor & Industries classifications within the "Truck Drivers" trade that would be reasonably
14 considered necessary to complete the site abatement tasks as described herein.

15
16 "Services", by Force Account,

17
18 The bid item "Services" shall be paid by force account in accordance with Section1-09.6.

19
20 "Materials", by Force Account,

21
22 The bid item "Materials" shall be paid by force account in accordance with Section1-09.6

23
24 "Equipment", by Force Account,

25
26 The bid item "Equipment" shall be paid by force account in accordance with Section1- 09.6

27
28 All abatement services shall be performed with maximum consideration for conservation of
29 materials, energy and water. Any profit that may be derived from authorized salvaging shall be
30 provided to the City as a credit to offset actual abatement costs for the given site. Proof of
31 salvage shall be provided to the City.

32
33 "Legal Support", per hour

34
35 The unit Contract price per hour for "Legal Support" shall be full payment for all labor, materials,
36 equipment, and transportation and preparation time/costs necessary for the Contractor's
37 representative to appear in court/hearings as required by the City. The representative shall be
38 paid at a rate of \$85/hour for appearing in court. This rate shall not be marked-up.

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

9-08 PAINTS AND RELATED MATERIALS
(March 23, 2010 Tacoma GSP)

The following section is added:

9-08.20 Painting Surfaces Systems

The surfaces shall be painted in accordance with the type materials and exposures as identified in this section. The Contractor shall provide the Engineer with a paint mil.

9-08.20(1) Steel

- A. Exposed/outside exposure (non-galvanized)
 - 1. Primer Coat Section 9-08.1(2)C (2.5-mils)
 - 2. Intermediate Coat Section 9-08.1(2)G (3.5-mils)
 - 3. Top Coat: Section 9-08.1(2)H (1.0-mils)
- B. Exposed/Interior exposure (non-galvanized)
 - 1. Primer Coat: Section 9-08.1(2)C (2.5-mils)
 - 2. Intermediate Coat: Section 9-08.1(2)G (3.5-mils)
 - 3. Top Coat: Section 9-08.1(2)H (1.0-mils)
- C. Unexposed/interior & exterior (non-galvanized)
 - 1. Primer Coat: Section 9-08.1(2)C (2.5-mils)
- D. Exposed/interior & outside exposure (galvanized)
 - 1. Primer Coat: Section 9-08.1(2)E (2.5-mils)
 - 2. Top Coat: Section 9-08.1(2)H (1.0-mils)
- E. Powder Coating and Galvanize Coating shall be applied where indicated in the contract documents. All other surfaces to be coated per Section 6-07.3.
- F. Painting shall be applied in accordance with Section 6-07.3.

9-08.20(2) Concrete

- A. Exposed/outside exposure
 - 1. 1st Cost: Section 9-08.3 (3.0-mils)
- B. Exposed/Interior exposure
 - 1. 1st Cost: Section 9-08.1(3) (2.0-mils)
 - 2. 2nd Cost: Section 9-08.1(3) (1.0-mils)
- C. Surface to be painted where indicated on contract plans
- D. Colors to be selected by the Project Engineer

1 **9-08.20(3) Wood**

2

3 All surfaces to be coated where and in accordance with contract documents as indicated.

4

5 **END OF SECTION**

APPENDIX A

SAMPLE NUISANCE ABATEMENT WORK

Example Site #1

Detailed Scope of Work: Remove; Appliances, parts of appliances, wood materials, metal materials, plastic materials, excess vehicles, tires, vehicle components, batteries, rubber debris, paper, used lumber or salvaged wood, machinery, parts of machinery, trash, scrap rope, household goods and miscellaneous items litter and debris.





Example Site #2

Detailed Scope of Work: Remove all debris and litter and cut all overgrowth in the area from the property line to the center of abutting right of ways.



Example Site #3

Detailed Scope of Work: Remove all scrap metal, tires, rusted out equipment, machinery as designated by code inspector, any machinery in the public right of way, the steel I-beam hanging from carport rafters and all miscellaneous scrap metal, debris or litter on the property, in the carport or the back porch. There is one shed located on the southeast portion of the property that is to be removed and a portion of the carport roof that extends into the public right of way that is to be removed as well. Once the shed on the southeast portion of the property is removed (there may be other items that are stored in it that will may to be removed), fill any void that results with topsoil, grade, apply grass seed and straw to prevent erosion.





Example Site #4

Detailed Scope of Work: Obtain a demolition permit and remove asbestos contaminated materials (as identified by City) prior to the abatement of the garage and all contents. Demolish garage and remove all tires, scrap wood and all debris and litter on the property. Cut all overgrown vegetation to under one foot in height. Fill and grade where the garage has been removed if necessary, and place grass seed and straw to prevent erosion.

Due to safety concerns for the abatement of the garage roof which has partially collapsed and contains asbestos, the costs are to be determined using two different methods. Method 1 is to have the Contractor remove the roof and place in the container and asbestos subcontractor will monitor and remove window putty. Method 2 is to remove the entire garage and contents as contaminated.







Example Site #5

Detailed Scope of Work: Remove; inactive homeless encampments and all related miscellaneous litter and debris including but not limited to tents, structures, sharps, and human waste





PART III

CITY OF TACOMA

EQUITY IN CONTRACTING PROGRAM

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to 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 253-591-5630 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

Equity in Contracting Requirements		
Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
7%	3%	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: NC22-0082F
Date of Record: 03/01/2022

*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
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.

All EIC requirements are met by using certified companies from the OMWBE Directory.

- To fulfill SBEs requirements, bidders can use SBEs and/or DBEs from the OMWBE directory*.
- To fulfill WBE requirements, bidders can use WBEs from the OMWBE directory*.
- To fulfill MBE requirements, bidders will use MBEs from the OMWBE directory*.

*To consult the OMWBE Directory, click here: [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 non-responsive.



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

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.

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



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

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, which 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 Certified Businesses approved by the Washington State Office of Minority & Women's Business Enterprises ([OMWBE](#)).
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete company names and phone numbers are required to verify your usage of qualifying firms.

a. Company 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 Certified Businesses listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

13. Block “k” – The percent of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column “h”) by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column “h” divided by Base Bid (*) x 100 = EIC usage as a percent of the Base Bid.)

It is the prime contractor’s responsibility to check the status of Certified Businesses prior to bid opening. Call the EIC Office at 253-591-5630 for additional information.

PART IV

CITY OF TACOMA

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



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 808
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. It requires Contractors performing qualifying public works projects or service contracts to ensure that 15 percent of the total labor hours worked on the project are performed by LEAP-Qualified Pierce County apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans and/or residents of Tacoma. Compliance may be met through any combination LEAP-Qualified employees. The Prime Contractor shall be solely responsible for meeting the LEAP Utilization Goal requirements.

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 808.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT GOAL:** The 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 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.

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:

- 100% achievement \$0.00 penalty
- 99% to 90% achievement \$2.00 penalty
- 89% to 75% achievement \$3.50 penalty
- 74% to 50% achievement \$5.00 penalty
- 49% to 1% achievement \$7.50 penalty
- 0% achievement \$10.00 penalty

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. **PRIME CONTRACTOR LEAP UTILIZATION PLAN (PCLUP):** The Contractor is required to provide the *PCLUP* at the **Pre-Construction meeting** showing the goals to be achieved for the project. The Contractor must identify in the *PCLUP* the estimated labor hours to be worked on the project by trade/craft persons.

2. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor will claim credit towards meeting the LUG with at least one piece of verifying documentation.
3. *LEAP WEEKLY PAYROLL REPORT*: The Prime and Subcontractors must complete and attach this form to the front of each weekly certified payroll when submitting to the LEAP Office for review.
4. *WEEKLY CERTIFIED PAYROLL*: 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.
5. *L&I STATEMENT OF INTENT TO PAY PREVAILING WAGE FORM*: The LEAP Office shall be provided with a copy for every contractor on the project.
6. *L&I AFFIDAVIT OF WAGES PAID FORM*: The LEAP Office shall be provided with a copy for every contractor on the project.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to submit required forms.

Chapter 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

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

1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

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

A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.

E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.

F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)

3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

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

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

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

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

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

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

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

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

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

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

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

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

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

T. "Resident of Tacoma" shall mean any person, not defined as a Resident of the Economically Distressed ZIP Codes within the Tacoma Public Utilities Service Area, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

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

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

W. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."

X. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

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

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

AA. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.

(Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP goals.

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil Projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports. Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor. The Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

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

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

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

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

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

E. Utilization - Electrical Projects Outside Electrical Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the

Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

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

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

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

I. Conflict with State or Federal Requirements. If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

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

1.90.050 Good faith efforts. *Repealed by Ord. 27368.*

(Ord. 27368 § 3; passed Jun. 21, 2005: Ord. 26698 § 3; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works or Improvement contract.

(Ord. 26698 § 4; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

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:

- *Prime Contractor LEAP Utilization Plan.* This form is to be completed and presented at the Pre-Construction Meeting.
- *LEAP Employee Verification Form.* This form is to be completed for every qualifying LEAP employee.
- *LEAP Weekly Payroll Report.* This form is to be completed and submitted with each certified payroll.

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
leap@cityoftacoma.org

PRIME CONTRACTOR LEAP UTILIZATION PLAN

Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part A

Contractor:		Date:
Specification Number:	Contract/Work Order Number(s):	Contract Dollar Amount:
Project Description:		Notes:

PART B PLANNED LEAP HOURS*

Trade or Craft	City of Tacoma Resident	Economic Distressed Area Resident	Tacoma Public Utilities Service Area Apprentice Resident	WA State Apprentice *(Contracts outside of TPU Service Area Only)	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Rejected
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
Totals					
					TOTAL hrs.

Part C

Provide a description of how the Contractor plans to ensure that the LEAP Utilization Requirements on the project will be met. (Use additional sheets if necessary)

General Instructions for completing Prime Contractor LEAP Utilization Plan

Part A

Contractor/Contract Information Section: The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part B

Planned LEAP Hours Section: This section should be completed by the Prime Contractor. The information required in Part B is described below.

Trade or Craft: Indicate the Trade or Craft being used.

LEAP Employee Categories: Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, City of Tacoma Apprentice, Youth, or Veteran, Pierce County Apprentice, Youth, or Veteran.

For Watershed Projects: King County Apprentice – Approved by Washington State and/or Seattle Renewal Community (CEZ) Resident.

For Hydro Projects: Area Residents (residing in either Pierce County or the County where the work is performed: Lewis, Mason, Grays Harbor or Thurston County), Tacoma Community Empowerment Zone Resident, City of Tacoma Residents.

Totals: Total the number of hours in each of the six (6) columns.

Total Planned LEAP Utilization Hours: This is the total number of hours planned on this project to satisfy the LEAP Utilization Requirement.

Part C

Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Requirement: This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Requirement on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.



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

LEAP

Document Submittal Schedule

In the attached packet, you will find the LEAP forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **Prime Contractor *LEAP* Utilization Plan:** to be submitted at the Pre-Construction Meeting
(Required by Prime Contractor Only)
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each qualified LEAP employee
- ❑ **LEAP Weekly Payroll Report:** must be attached and filled out to the front of each certified payroll
- ❑ **Tacoma Public Utilities Service Area Map, Economically Distressed ZIP Codes Map:** 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
- ❑ **Local Resident/Pierce County Apprentice (State – Approved) Employee Verification Form:** to be submitted on an ongoing basis for each qualified LEAP employee
- ❑ **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

No Work Performed (NWP) Report

Prime/Sub Contractor: _____

Specification Number: _____

Project Description: _____

Payroll Week Ending Date: _____ Payroll Number: _____

NO WORK PERFORMED

I, the undersigned, do hereby certify under penalty of perjury, that the information contained herein is true and correct.

Signature of Responsible Officer

Title

Date



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
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*): _____

Youth 18 – 24? Age: _____ Veteran? 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 within the geographic boundaries of the City of Tacoma

_____ b. Resident within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in Tacoma Public Utilities Service Area

_____ 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 the following document(s) showing the address of residence as proof of local (Tacoma) and/or Pierce County residency and apprentice status, youth status, or veteran status.

.....

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

_____ For Veterans – Copy of DD-214

_____ 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.

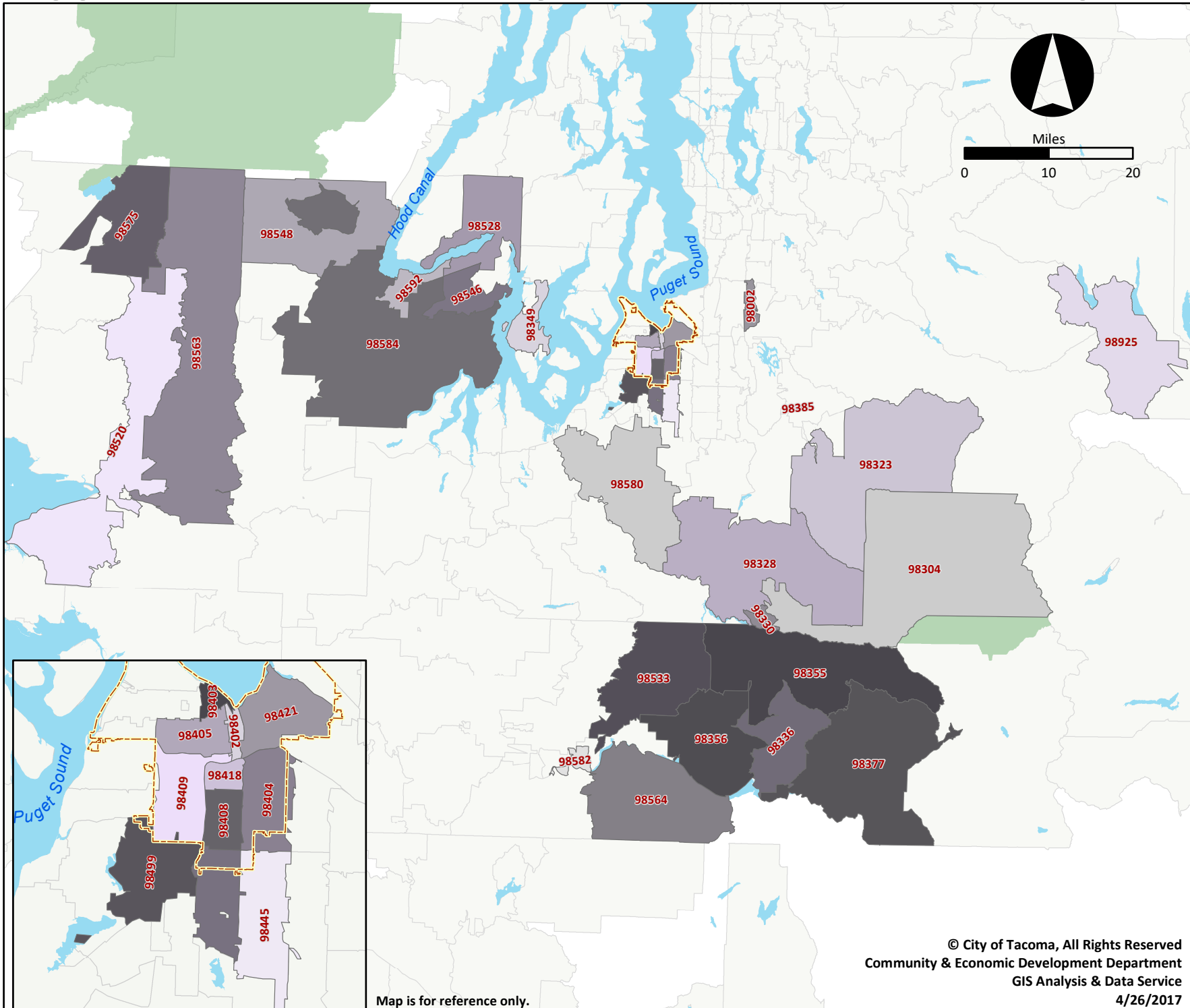
No PO Boxes

Contractor Representative: _____

Date: _____

Title: _____

Appendix C: Economically Distressed ZIP Codes Map



City Limits

98002

98304

98323

98328

98330

08226

2021

58545

98555

98356

98377

98385

98520

98528

98533

98546

09549

00562

58565

58504

98575

98580

98582

98584

98592

98925

98402

98403

00404

1000

58405

98408

98409

98418

98421

98444

98445

98499

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Community & Economic Development Department
GIS Analysis & Data Service
4/26/2017

Map is for reference only.

Tacoma Public Utilities Infrastructure and Service Area (Apprentice Utilization)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspoint	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

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

PART 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.

INTENT & AFFIDAVIT INFORMATION FOR ON CALL CONTRACTS

- A. One Intent to Pay Prevailing Wages (Intents) and a corresponding approved Affidavit of Wages Paid (Affidavits) are to be filed for each 12 month (one year) period of the contract performance for the Contractor and all subcontractors of any tier. Intents for the Contractor and all subcontractors shall be filed prior to any payment for work performed following contract execution. Following the first 12 month period, Affidavits must be received prior to final payment for work performed during the first 12 month period. New Intents shall be filed prior to any payment for work performed during the second 12 month period for the Contractor and all subcontractors. Affidavits from the Contractor and all subcontractors must be approved by Washington State's Department of Labor and Industries (L&I) per Article 6 of the General Conditions.
- B. Immediately following the end of all work completed under this Contract, the Contractor, and each Subcontractor of any tier, shall file an Affidavit of Wages Paid with the L&I.
- C. The Contractor shall post in a location readily visible to works at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician at L&I (2) the address and telephone number of the Industrial Statistician of L&I to whom a complaint or inquiry concerning prevailing wages may be directed.
- D. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Act) for the same labor classification, the higher of the two shall govern.
- E. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of L&I, and his or her decision shall be final and conclusive and binding on all parties involved in the dispute.
- F. The Contractor shall defend (at the Contractor's sole costs, with legal counsel approved by the City of Tacoma), indemnify and hold the City harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any Subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

4.2 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.3 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.4 Workers' Compensation

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

4.5 Employers' Liability Insurance

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

4.6 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and 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 with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.6.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.6.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

4.7 Other Insurance

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