

## SPECIFICATION NO. PW20-0161F

#### MARY LYON ELEMENTARY SRTS

Project No. PWK-G0038
State Aid Project No. HLP-SR19(009)

#### CITY OF TACOMA

#### **DEPARTMENT OF PUBLIC WORKS**

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

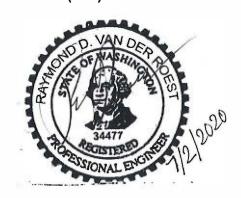
**FOR** 

## SPECIFICATION NO. PW20-0161F

#### **Mary Lyon Elementary SRTS**

PROJECT NO. PWK-G0038
State Aid Project No. HLP-SR19(009)

Raymond van der Roest, P.E. Room 40, Tacoma Municipal Building North Engineering Division Tacoma, Washington 98421-2711 Public Works Department



Basel Kitmitto, P.E. Room 40, Tacoma Municipal Building North Engineering Division Tacoma, Washington 98421-2711 Public Works Department

#### SPECIFICATION NO. PW20-0161F

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## City of Tacoma Public Works Engineering

#### REQUEST FOR BIDS PW20-0161F Mary Lyon Elementary SRTS

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 1, 2020

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

#### Until further notice, public Bid Opening meetings have been cancelled.

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

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at <a href="https://www.TacomaPurchasing.org">www.TacomaPurchasing.org</a>.

- Register for the Bid Holders List to receive notices of addenda, questions and answers and related updates.
- Click here to see a list of vendors registered for this solicitation.

**Pre-Proposal Meeting:** A pre-bid conference will not be held.

**Project Scope:** This is a Safe Routes to School project and will generally consist of removing and grinding of asphalt concrete pavement, removing concrete sidewalk and removing curb and gutter. In addition, this project will also include the placement of new HMA, and constructing cement concrete sidewalk, curb ramps, curb and gutter, storm sewer structures and pavement markings.

**Estimate:** \$252,000

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

Americans with Disabilities Act (ADA Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at <a href="mailto:ghimes@cityoftacoma.org">ghimes@cityoftacoma.org</a>, or by calling her collect at 253-591-5785.

**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 <u>protest policy</u>, located at <u>www.tacomapurchasing.org</u>, specifies procedures for protests submitted prior to and after submittal deadline.



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

Form No. SPEC-040C Revised: 03/23/2020

#### SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

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

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

#### POST AWARD FORMS EXECUTED UPON AWARD:

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

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

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

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

#### LEAP Goals:

 Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or economically distressed areas of the Tacoma Public Utilities service area. 2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by apprentices who reside in the Tacoma Public Utilities service area.

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

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

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

#### I. STATE OF WASHINGTON

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

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

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

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

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

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

- 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.

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

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

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

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

#### C. SUBCONTRACTOR RESPONSIBILITY

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

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#### **II. CITY OF TACOMA**

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

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

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

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

- 1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
- 2. Whether the respondent can perform the contract within the time specified, without delay or interference:
- 3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
- 4. Quality of performance of previous contracts;
- 5. Previous and existing compliance with laws and ordinances relating to contracts or services;
- 6. Sufficiency of the respondent's financial resources;
- 7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
- 8. Ability of the respondent to provide future maintenance and service on a timely basis;
- 9. Payment terms and prompt pay discounts;
- 10. The number and scope of conditions attached to the submittal;
- 11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs:
- 12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

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

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#### B. ADDITIONAL SUPPLEMENTAL CRITERIA - NOT APPLICABLE

#### C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division 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.

Requests for modifications to the supplemental criteria may be submitted via postal mail or delivered personally, or sent by e-mail, within the above timeline as follows:

By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 <sup>th</sup> Street Tacoma, WA 98409	In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Administration Building North – Guard House (east side of main building) 3628 S 35 <sup>th</sup> Street Tacoma, WA 98409
By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	E-mail: bids@cityoftacoma.org

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.

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#### PART I

#### BID PROPOSAL AND CONTRACT FORMS

#### **BID PROPOSAL**

#### SPECIFICATION NO. PW20-0161F

#### **Mary Lyon Elementary SRTS**

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. **PWK-G0038** and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

NOTE: 1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.

2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.

The bid items are grouped as follows:

Group R: Roadway Bid Items

**Group L: Lump Sum Bid Items** 

Summarize totals as indicated on the pages that follow below;

## Group-R: Mary Lyon Elementary SRTS Roadway Bid Items R-1 through R-25 Specification No. PW20-0161F

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
R- 1 2-14	Remove Existing Pavement, Type I, Class CA, per square yard	40 SY	\$	\$
R- 2 2-14	Remove Existing Pavement, Type I, Class A8, per square yard	70 SY	\$	<u> </u>
R- 3 2-14	Remove Existing Pavement, Type I, Class C6, per square yard	300 SY	\$	<u> </u>
R- 4 2-15	Remove Curb, per linear foot	320 LF	\$	<u>\$</u>
R- 5 2-16	Remove Catch Basin, per each	8 EA	\$	\$
R- 6 4-04	Recycled Concrete Aggregate, per ton	130 TN	\$	<u>\$</u>
R- 7 5-04	Planing Bituminous Pavement, per square yard	1,112 SY	\$	\$
R- 8 5-04	HMA CL 1/2" PG 58H-22, per ton	150 TN	\$	<u>\$</u>
R- 9 5-04	Temporary Pavement Patch, per ton	20 TN	\$	<u>\$</u>
R- 10 7-05	Catch Basin Type 1, per each	1 EA	\$	<u>\$</u>
R- 11 7-05	Catch Basin Type 1 with combination inlet, per each	7 EA	\$	<u>\$</u>
R- 12 7-05	Adjust Existing Catch Basin, Furnish New Frame and Grate, per each	2 EA	\$	<u> </u>
R- 13 7-05	Adjust Existing Manhole, Furnish New Frame and Cover, per each	6 EA	\$	<u>\$</u>
R- 14 7-05	Adjust Existing Valve Chamber to Grade, per each	2 EA	\$	<u>\$</u>
R- 15 8-04	Cement Conc. Traffic Curb and Gutter, per linear foot	320 LF	\$	<b>\$</b>

Specification Number: PW20-0161F

Contractor's Name:\_

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	UNIT PRICE		TO 7	ΓAL OUNT	
R- 16 8-06	Cement Conc. Driveway Entrance, pe square yard	r 41 SY	\$ 		\$		
R- 17 8-14	Cement Conc. Sidewalk, per square y	ard 160 SY	\$		\$		
R- 18 8-14	Cement Conc. Curb Ramp , per each	20 EA	\$		\$		
R- 19 8-20	WSDOT Junction Box, Type 1, Lock Lid, per each	ing 3 EA	\$		\$		
R- 20 8-22	Remove Paint Line, per linear foot	663 LF	\$ 		\$		
R- 21 8-22	Plastic Stop Line, per linear foot	63 LF	\$		\$		
R- 22 <b>8-22</b>	Plastic Crosswalk Line, per linear foo	t 600 LF	\$ 		\$		
	al, Group R I Item Nos. R-1 through R-22			\$			_ (1)
R 23 2-01	Certified Arborist Assessment Report Compliance, by force account	Force Account	Estimated	\$	00.000,1	(2)	
R 24 2-03	Field Adjustment, by force account	Force Account	Estimated	<u>\$</u> _1	0,000.00	(3)	
R 25 8-02	Site Restoration, by force account	Force Account	Estimated	\$ 5.	00.000	(4)	
Total, G	roup R (1)+(2)+	(3)+(4)		\$			(5)

Contractor's Name:	_
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#### Group-L: Mary Lyon Elementary SRTS Lump Sum Bid Items L-1 through L-8 Specification No. PW20-0161F

ITEM NO.	ITEM DESCRIPTION	ESTIMATE QUANTITY	UNIT PRICE	TOTAL AMOUNT
L- 1 1-07.15(1)	SPCC Plan, lump sum	1 LS	LUMP SUM	\$
L-2 1-09.7	Mobilization, per lump sum	1 LS	LUMP SUM	\$
L-3 1-10	Project Temporary Traffic Control, lump sum	1 LS	LUMP SUM	\$
L-4 1-10	Pedestrian Traffic Control, lump sum	1 LS	LUMP SUM	\$
L- 5 2-01	Clearing and Grubbing, per lump sum	I LS	LUMP SUM	\$
L-6 8-01	Erosion/Water Pollution Control, lump sum	l LS	LUMP SUM	\$
L- <b>7</b> 8-01	Stormwater Pollution Prevention Plan (SWPPP), lump sum	1 LS	LUMP SUM	\$
L- 8 8-20	Traffic Signal Modification, Pacific Ave & S 46th St, lump sum	1 LS	LUMP SUM	\$

Total, Group L	
Bid Item Nos. L-1 through L-8	\$ (6

Contractor's Name:						

#### **BID TOTALS SUMMARY:**

GROUP R: Roadway Bid Items		
GROUP R TOTAL	\$	(5)
GROUP L: Lump Sum Bid Items		
GROUP L TOTAL	\$	(6)
FOTAL BASE BID (5) + (6)	<u>\$</u>	(7)
Proposal for Incorporating Recycled M In compliance with a new law that went into effect January propose below, the total percent of construction aggregate incorporated into the Project that are recycled materials. (the amounts allowed in Section 9-03.21(1)E, Table on Ma Recycled Material, of the Standard Specifications. Proposed total percentage:  Note: Use of recycled materials is highly encouraged with constitute a Bidder Preference, and will not affect the detellowest responsive Bid totals are exactly equal, in which cabe used as a tie-breaker, per the APWA GSP in Section 1 Regardless, the Bidder's stated proposed percentages will do its best to accomplish. Bidders will be required to repoincorporated into the Project, in accordance with the APW Provisions.	y 1, 2016 (SHB1695), the Bide and concrete materials to be Calculated percentages mus ximum Allowable Percent (Barrin the limits shown above, be armination of award, unless the se proposed recycling percerons. In the Special Provisional become a goal the Contraction of recycled materials actuals.	be be within by Weight) of but does not wo or more entages will ns. ctor should pally

#### SIGNATURE PAGE

## CITY OF TACOMA Public Works Engineering

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Procurement & Payables Division, located in the Tacoma Public Utilities Administration Building North, 4<sup>th</sup> Floor, at 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.** 

#### REQUEST FOR BIDS SPECIFICATION NO. PW20-0161F Mary Lyon Elementary SRTS

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 into Contracts for Bidder/Proposer	Date
Address			
		Printed Name and Title	
City, State, Zip		(Area Code) Telephone Number / Fax Number	
E-Mail Address			
		State Business License Number in WA, also known as UBI (Unified Business Identifier) Number	er
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.)	
ddendum acknowledgement #1	#2_	#3 #4 #5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 06/27/18

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

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



#### Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (August 17, 2020), 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:

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

	Specification No.
Nam	e of Bidder:
ocal Bid	Preference Information
	Number:
	Effective Date:
	Expiration Date:
	Number:
on)	<ul><li>☐ Yes</li><li>☐ No</li><li>☐ Not Applicable</li></ul>
	Number:
	□ Not Applicable
	Number:
	□ Not Applicable
?	☐ Yes ☐ No  If yes, provide an explanation of your disqualification on a separate page.

#### State Responsibility and Recipro

Certificate of registration as a contractor	Number:		
(Must be in effect at the time of bid submittal):	Effective Date:		
	Expiration Date:		
Current Washington Unified Business Identifier (UBI) Number:	Number:		
Do you have industrial insurance (workers' compensation) Coverage nor your employees working in Washington?	☐ Yes ☐ No ☐ Not Applicable		
Washington Employment Security Department Number	Number:		
	□ Not Applicable		
Washington Department of Revenue state excise tax Registration number:	Number: Not Applicable		
Have you been disqualified from bidding any public works contracts under RCW 39.06.010 or 39.12.065(3)?	☐ Yes ☐ No If yes, provide an explanation of your disqualification on a separate page.		
Do you have a physical office located in the state of Washington?	□ Yes □ No		
If incorporated, in what state were you incorporated?	State:   Not Incorporated		
If not incorporated, in what state was your business entity formed?	State:		
Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries?	□ Yes □ No		

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

#### **EIC REQUIREMENT FORM**

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

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

City of Tacoma – EIC Utilization Form

#### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

#### **Equity in Contracting Requirements**

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
3%	10%	18%

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

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

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

CCD/SBE: PW20-0161F Date of Record: 7.1.2020

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



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

#### **EQUITY IN CONTRACTING UTILIZATION FORM**

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

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

Bidder's Name:								
Address:				City/State/Zip:				
Spec. No	Base Bid *	\$		Complete company na	mes and phone numb	ers are required to	verify your EIC u	sage.
a Company Name and	•	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Subcontractor 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 %		<b>j.</b> WBE Utilization			lization %			
By signing and submitted	ing this form the bidd	er certifies that the	EIC firms listed w	ill be used on this projec	et including all applical	ole change orders.		
Type or Print Name of I	Responsible Officer / Ti	itle	Signature	of Responsible Officer		Date		

## INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor's responsibility to check the status of EIC subcontractors prior to bid opening. Call the EIC Office at 253-591-5075 for additional information.

CONTRACT	

Resolution No. Contract No.

This Contract is made and entered into effective this \_\_\_\_\_ day of ,20 , ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("Contractor").

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

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":
  - 1. Specification No. Enter Spec Number and Enter Spec Title together with all authorized addenda.
  - 2. Contractor's submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number and Enter Spec Title.
  - 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

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

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

Supplies\_PurchasedServices\_PW Template Revised: 06/21/2019

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:	CONTRACTOR:	
Ву:	By:	

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

Director of Finance:
City Attorney (approved as to form):
Approved By:



### PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. Bond No.

That we, the undersigned,	
as principal, and	
as a surety, are jointly and severally held ar	nd 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 repres	entatives, successors and assigns, jointly and severally, firmly by these presents.
This obligation is entered into in pursua Tacoma.	ance of the statutes of the State of Washington, the Ordinances of the City of
WHEREAS, under and pursuant to the about to enter with the above bounden prince	City Charter and general ordinances of the City of Tacoma, the said City has or is cipal, 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 waivers notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

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

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

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

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

Form No. SPEC-100B 10/05/2018

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.

Approved as to form:	Principal: Enter Vendor Legal Name
Deputy City Attorney	By:
	Surety:
	Ву:
	Agent's Name:
	Agent's Address:

Form No. SPEC-100B 10/05/2018



## 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 paymer	nt whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, success	ssors and assigns, jointly and severally, firmly by these presents.
This obligation is entered into in pursuance of the statut Tacoma.	es of the State of Washington, the Ordinances of the City of
WHEREAS, under and pursuant to the City Charter and about to enter with the above bounden principal, a contract,	I general ordinances of the City of Tacoma, the said City has or is providing for
Specification No.	
Specification Title:	
Contract No.	
(which contract is referenced to herein and is made a part h	oracf as though attached barata) and
(which contract is referenced to herein and is made a part he	
the manner and within the time set forth.	ontract, and undertake to perform the work therein provided for in
	, if and when the principal, its heirs, executors, administrators,
	the Principal's obligations under the Contract and fulfill all terms and changes to said Contract that may hereafter be made, at the
time and in the manner therein specified; and if such perform	nance obligations have not been fulfilled, this bond shall remain in
force and effect.	
The Surety for value received agrees that no change, extensions accompanying the Contract, or to the work to	sion of time, alteration or addition to the terms of the Contract, the
obligation on this bond, and waives notice of any change, ex	tension of time, alteration or addition to the terms of the Contract
	s and changes to the terms and conditions of the Contract that matically increase the obligation of the Surety on this bond and
notice to Surety is not required for such increase.	nationally increase the earligation of the earliety of the bend and
	the Surety for recovery hereunder, then the Surety, in addition to
such judgement, shall pay all costs and attorney's fees incu- any action arising out of in in connection with this bond shall	red by the City in enforcement of its rights hereunder. Venue for
	ansact business in the State of Washington as surety and named
in the current list of "Surety Companies Acceptable in Feder	al 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 part accompanied by a fully executed power of attorney for the o	ies' duly authorized officers. This bond will only be accepted if it is ffice executing on behalf of the surety.
Approved as to form:	Principal: Enter Vendor Legal Name
Deputy City Attorney	
Deputy City Attorney	Ву:
	-,-
	Surety:
	Ву:
	Agent's Name:
	Agent's Address:

Form No. SPEC-100A 10/05/2018

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

The undersigned, named as the	contractor for
between(Themselves or Itself)	and the City of Tacoma
dated	, 20, hereby release
the City of Tacoma, its departmental o	fficers and agents from any and
all claim or claims whatsoever in any n	nanner whatsoever at any time
whatsoever arising out of and/or in cor	nection with and/or relating to
said contract, excepting only the equity	of the undersigned in the
amount now retained by the City of Ta	coma under said contract, to-wit
the sum of \$	
Signed at Tacoma, Washington this	day of, 20
	Contractor
	By
	Title

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## INTRODUCTION (\*\*\*\*\*)

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

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

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

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

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

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

Also incorporated into the Contract Documents by reference are:

- 1. Manual on Uniform Traffic Control Devices for Streets and Highways, currently adopted edition, with Washington State modifications, if any
- 2. Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA, current edition
- 3. Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, United States Access Board, 2011

Contractor shall obtain copies of these publications, at Contractor's own expense.

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

 A pre-bid conference will not be held.

1	DESCRIPTION OF WORK
2	(*****)
3	
4	This contract shall generally consist of removing and grinding of asphalt concrete
5	pavement, concrete sidewalk and curb and gutter. In addition, the placement of new
6	HMA, cement concrete sidewalk, curb ramps, curb and gutter, storm sewer structures
7	and pavement markings.
8	
9	
10	
11	END OF SECTION
12	

# 1-01 DEFINITIONS AND TERMS

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

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

Dates

### **Bid Opening Date**

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

#### Award Date

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

#### Contract Execution Date

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

#### Notice to Proceed Date

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

### **Substantial Completion Date**

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

#### **Physical Completion Date**

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

#### **Completion Date**

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

### Final Acceptance Date

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

Supplement this Section with the following:

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

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

1 All references to "State Materials Laboratory" shall be revised to read "Contracting 2 Agency designated location". 3 4 All references to "final contract voucher certification" shall be interpreted to mean the Contracting Agency form(s) by which final payment is authorized, and final completion and acceptance granted. 6 7 8 **Additive** 9 A supplemental unit of work or group of bid items, identified separately in the Bid 10 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition 11 to the base bid. 12 13 **Alternate** 14 One of two or more units of work or groups of bid items, identified separately in the Bid 15 Proposal, from which the Contracting Agency may make a choice between different 16 methods or material of construction for performing the same work. 17 18 **Business Dav** 19 A business day is any day from Monday through Friday except holidays as listed in 20 Section 1-08.5. 21 22 **Contract Bond** 23 The definition in the Standard Specifications for "Contract Bond" applies to whatever 24 bond form(s) are required by the Contract Documents, which may be a combination of a 25 Payment Bond and a Performance Bond. 26 27 **Contract Documents** 28 See definition for "Contract". 29 30 **Contract Time** 31 The period of time established by the terms and conditions of the Contract within which 32 the Work must be physically completed. 33 34 **Notice of Award** 35 The written notice from the Contracting Agency to the successful Bidder signifying the 36 Contracting Agency's acceptance of the Bid Proposal. 37 38 **Notice to Proceed** 39 The written notice from the Contracting Agency or Engineer to the Contractor authorizing 40 and directing the Contractor to proceed with the Work and establishing the date on 41 which the Contract time begins. 42 43 44 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, 45 and equestrian traffic.

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

This section is supplemented with the following:

(April 15, 2020 Tacoma GSP)

46 47

48

49 50

1 2	All references in the Standard Specifications to the term "Proposal Bond" shall be revised to read "Bid Bond."
3	revised to read Bid Borid.
4	Base Bid
5	The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,
6	Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to
7	Section 1-07.2.
8	
9	Calendar Day
10 11	The time period of 24 hours measured from midnight to the next midnight, including weekends and holidays.
12	weekends and nondays.
13	Change Order
14	A written order to the Contractor, issued by the Contracting Agency after execution of
15	the contract, authorizing an addition, deletion, or other revision in the Work, within the
16	scope of the Contract Documents, and establishing the basis of payment and time
17	adjustments, if any, for the Work affected by the change.
18	
19	Day
20 21	Unless otherwise specified, a calendar day.
22	Deductive
23	A supplemental unit of work or group of Bid Items, identified separately in the Bid, which
24	may, at the discretion of the Contract Agency, be deducted from the Base Bid should the
25	Contract Agency choose not to Award the total Base Bid.
26	
27	Grand Total Price
28	The Grand Total Price of the Contract will include the Base Bid, Additives, Alternates,
29	Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2.
30 31	Standard Specifications
32	Divisions One through Nine of the specified edition of the WSDOT "Standard
33	Specifications for Road, Bridge, and Municipal Construction."
34	aparametria in industria de la marina par a di a
35	
36	END OF SECTION
37	
38	

### 1-02 BID PROCEDURES AND CONDITIONS

## 2 3

### 1-02.1 Prequalification of Bidders

 Delete this section and replace it with the following:

## 1-02.1 Qualifications of Bidder (January 24, 2011 APWA GSP)

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

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

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.

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

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

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

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

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

39 Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal

form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

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

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

Delete this section and replace it with the following:

3 4 5

Add the following new section:

# 1-02.6(1) Recycled Materials Proposal (January 4, 2016 APWA GSP)

The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into the project, using the form provided in the Contract Provisions.

### 1-02.7 Bid Deposit

(April 1, 2012 Tacoma GSP)

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

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

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

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

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

### 1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

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

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

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

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

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

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

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

## **1-02.10** Withdrawing, Revising, or Supplementing Proposal Delete this section, and replace it with the following:

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

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

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

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

1-02.12 Public Opening of Proposals

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

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

NOTICE: City of Tacoma Public Bid Openings are cancelled until further notice.

## 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:

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

- 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 "City of Tacoma EIC Utilization Form" 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. <u>More than one proposal is submitted for the same project from a Bidder under the same or different names.</u>
- 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;
  - 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 (\*\*\*\*\*\*)

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or

2. evid Part 3. the l

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

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

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

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

1 the final determination affirms that the Bidder is not responsible, the Contracting Agency 2 will not execute a contract with any other Bidder until at least two business days after the 3 Bidder determined to be not responsible has received the final determination. 4 5 1-02.15 Pre Award Information 6 (August 14, 2013 APWA GSP) 8 Revise this section to read: 9 10 Before awarding any contract, the Contracting Agency may require one or more of these items or actions of the apparent lowest responsible bidder: 11 12 1. A complete statement of the origin, composition, and manufacture of any or all 13 materials to be used, 14 2. Samples of these materials for quality and fitness tests, 15 3. A progress schedule (in a form the Contracting Agency requires) showing the 16 order of and time required for the various phases of the work, 17 4. A breakdown of costs assigned to any bid item, 5. Attendance at a conference with the Engineer or representatives of the Engineer, 18 6. Obtain, and furnish a copy of, a business license to do business in the city or 19 20 county where the work is located. 7. Any other information or action taken that is deemed necessary to ensure that 21 22 the bidder is the lowest responsible bidder. 23 24 25 **END OF SECTION** 

### 1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

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

## 1-03.1(1) Identical Bid Totals (January 4, 2016 APWA GSP)

Revise this section to read:

After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be determined by drawing as follows: Two or more slips of paper will be marked as follows: one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make the marking unseen. The slips will be placed inside a box. One authorized representative of each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the name of the firm as registered with the Washington State Department of Licensing. The slips shall be unfolded and the firm with the slip marked "Winner" will be determined to be the successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled materials percentage that is exactly equal to the highest proposed recycled materials amount, are eligible to draw.

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

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

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

Revise this section to read:

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

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

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

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

## 1-03.4 Contract Bond (July 23, 2015 APWA GSP)

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Delete the first paragraph and replace it with the following:

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

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

1 2	the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the
3 4	president or vice president).
5	1-03.5 Failure to Execute Contract
6	(October 18, 2013 Tacoma GSP)
7	The first sentence is revised to read:
8	
9	Failure to return the insurance certification and bond with the signed contract as required
10	in Section 1-03.3, or failure to provide Equity in Contracting (EIC) information if required
11	in the contract, or failure or refusal to sign the Contract, or failure to register as a
12	contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
13	of this Bidder.
14	
15	END OF SECTION
16	

1-04 SCOPE OF THE WORK	
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda	
Revise the second paragraph to read:	
Any inconsistency in the parts of the contract shall be resolved by following this order	of
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- · · · · · · · · · · · · · · · · · · ·	
1-04.6 Variation in Estimated Quantities	
i nis section is supplemented with the following:	
Due to the nature of the Work and the desire of the Contracting Agency to utilize the	
	to
add work after the Contract Execution Date. Therefore, the quantities for all bid items	
have been entered into the Proposal only to provide a common proposal for bidders.	
by the Contractor and Contracting Agency in accordance with Section 1-09.6.	
END OF SECTION	
END OF SECTION	
	1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda (March 13, 2012 APWA GSP)  Revise the second paragraph to read:  Any inconsistency in the parts of the contract shall be resolved by following this order precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):  1. Addenda, 2. Proposal Form, 3. Special Provisions, 4. Contract Plans, 5. Amendments to the Standard Specifications, 6. Standard Specifications, 7. Contracting Agency's Standard Plans or Details (if any), and 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.  1-04.6 Variation in Estimated Quantities (********)  This section is supplemented with the following:  Due to the nature of the Work and the desire of the Contracting Agency to utilize the Contractor's services in the most efficient manner, the Contracting Agency may elect add work after the Contract Execution Date. Therefore, the quantities for all bid items have been entered into the Proposal only to provide a common proposal for bidders. Actual quantities will be determined in the field as the work progresses, and will be pa at the original bid price, regardless of final quantity. Unit bid items will not be subject the provisions of 1-04.6 of the Standard Specifications. When the Contracting Agency elects to add work which utilizes bid items for which payment is made by lump sum, the Contractor will receive additional compensation for the those lump sum bid items which are impacted. All additional compensation to lump sum bid items shall be agreed upon

### 1-05 CONTROL OF WORK

### 1-05.3 Working Drawings

(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:

- 1. Shop Drawings/Plans
- 2. Product Data
- 3. Samples
- 4. Reports
- 5. Material Submittals (Ref. 1-06)
- 6. Progress Schedules (Ref. 1-08.3)
- 7. 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:

- 1. Project Name: Mary Lyon Elementary SRTS
- 2. Project Specification Number: PW20-0161F
- 3. Project No: PWK-G0038
- 4. Submittal Date
- 5. Description of Submittal
- 6. Sequential, unique submittal number.
- 7. Related Specification Section and/or plan sheet
- 8. 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."
- 9. 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.

COMMENTS", no additional copies need to be furnished. The Contractor shall comply with any comments on the return submittal.

1-05.3(4) Resubmittals

7 W 8 RE

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 the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH

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
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
2-07.3(1)	Hydrant Permit
4-04	Crushed Surfacing
5-04	Asphalt Mix Design Certification
5-05	Concrete Mix Design
7-05	Castings
7-17	Pipe materials
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

# 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.

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

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

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

### 1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the

Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and equipment to be tested during this period shall be tested under the observation of the Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

Add the following new section:

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

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

1 1-05.15 Method of Serving Notices 2 (March 25, 2009 APWA GSP) 3 Revise the second paragraph to read: 4 5 All correspondence from the Contractor shall be directed to the Engineer. All 6 correspondence from the Contractor constituting any notification, notice of protest, notice 7 of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery 9 service to the Engineer's office. Electronic copies such as e-mails or electronically 10 delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract. 11 12 13 Add the following new section: 14 15 1-05.16 Water and Power 16 (October 1, 2005 APWA GSP) 17 18 The Contractor shall make necessary arrangements, and shall bear the costs for power 19 and water necessary for the performance of the work, unless the Contract includes 20 power and water as a pay item. 21 22 23

SUBMITTAL TRANSMITTAL FORM  Mary Lyon Elementary SRTS					
Project Numl	lementary SRTS ber: PWK-G003 No: PW20-016	8			
ATTN: Cons	struction Division	า	Date:		
Submittal Nu	ımber				
Specification	Number		Bid Item No		
Submittal De	escription				
We are send	ing you:				
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□ В.	This documer compliance w	nt has beer rith the Cor	n detail-checked for accuracy of content and for ntract documents except for the attached deviation ed herein has been fully coordinated with all involved		
	Subcontracto	rs.			
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1	1-06	CONTROL OF MATERIAL
2 3 4 5	(Septe	Approval of Materials Prior To Use ember 15, 2010 Tacoma GSP) est sentence is revised to read:
6	THE III	St Sentence is revised to read.
7 8 9		terials and equipment shall be submitted for review in accordance with section 1-f these special provisions.
10 11 12		gregates, the Contractor shall notify the Engineer of all proposed aggregates. ontractor shall use the Aggregate Source Approval (ASA) Database.
13 14	All equ	uipment, materials, and articles incorporated into the permanent Work:
15 16	A.	Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
17 18 19 20 21	C.	Shall meet the requirements of the Contract and be approved by the Engineer; May be inspected or tested at any time during their preparation and use; and Shall not be used in the Work if they become unfit after being previously approved.
22 23 24		(1) Qualified Products List (QPL) ection is revised in its entirety to read:
25 26	QPL's	are not accepted by the City.
27 28 29		(2) Request for Approval of Material (RAM) ection is deleted in its entirety:
30 31 32		Recycled Materials ary 4, 2016 APWA GSP)
33 34	Delete	this section, including its subsections, and replace it with the following:
35 36 37 38	constr	ontractor shall make their best effort to utilize recycled materials in the uction of the project. Approval of such material use shall be as detailed elsewhere Standard Specifications.
39 40 41 42 43	materi in Sec aggreg	o Physical Completion the Contractor shall report the quantity of recycled als that were utilized in the construction of the project for each of the items listed tion 9-03.21. The report shall include hot mix asphalt, recycled concrete gate, recycled glass, steel furnace slag and other recycled materials (e.g. ion of on-site material and aggregates from concrete returned to the supplier).
44 45 46		ontractor's report shall be provided on DOT form 350-075 Recycled Materials
47		END OF SECTION

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

## 1-07.1 Laws to be Observed (October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

#### 1-07.2 State Taxes

### (January 6, 2015 TACOMA GSP)

Supplement this section with the following:

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

### 1-07.9 Wages

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

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

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

This section is supplemented with the following:

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

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

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

This section is supplemented with the following:

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

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

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

This section is revised to read:

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

The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and other materials as defined in Chapter 447 of the WSDOT Environmental Procedures Manual (M 31-11). Occupational safety and health requirements that may pertain to

SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC 296-843.

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### **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.

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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:

17 18 19

1. Placing materials or equipment in staging or storage areas.

20 21

2. Refueling, washing, or maintaining equipment.

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3. Stockpiling contaminated materials.

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### **SPCC Plan Element Requirements**

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

28 29 30

### 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.

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#### 2. Spill Reporting

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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.

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#### 3. Project and Site Information

Describe the following items:

- a. The project Work.
- b. The site location and boundaries.

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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.

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#### 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):

6. Name of material and its intended use.

- 7. Estimated maximum amount on-site at any one time.
  - 8. 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.
  - 9. Decontamination location and procedure for equipment that comes into contact with the material.
  - 10. Disposal procedures.

- 11. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.
- 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.
- 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:
  - 1. Spill response kit contents and location(s).
  - 2. Security measures for potential spill sources.
  - 3. Secondary containment practices and structures for all containers to handle the maximum volume of potential spill of hazardous materials.
  - 4. Methods used to prevent stormwater from contacting hazardous materials.
  - 5. Site inspection procedures and frequency.
  - 6. Equipment and structure maintenance practices.
  - 7. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.
  - 8. 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:

- 1. Site location and boundaries.
- 2. Site access roads.
- 3. Drainage pathways from the site.
- 4. Nearby waterways and sensitive areas.
- 5. Hazardous materials, equipment, and decontamination areas identified in 4, above.
- 6. Pre-existing contamination or contaminant sources described in 5, above.
- 7. Spill prevention and response equipment described in 7 and 8, above.
- 10. Spill Report Forms
  Provide a copy of the spill report form(s) that the Contractor will use in the event of a release or spill.

**Payment** 

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

"SPCC Plan," lump sum.

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

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

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

- 1. All costs associated with creating the accepted SPCC Plan.
- 2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.
- 3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.

- 4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.
- 5. All costs associated with updating the SPCC Plan as required by this Specification.

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

### 1-07.16 Protection and Restoration of Property

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

This section is supplemented with the following:

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

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

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

## 1-07.17 Utilities and Similar Facilities (\*\*\*\*\*\*)

The first paragraph is supplemented with the following:

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

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

- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790 OR Amber Uhls, Gas, phone: 253-476-6137 (office), 425-495-1062 (cell)
- CenturyLink, Contact: Eric Charity, phone: (206) 733-8871

- Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-9830
- Level 3 Communications, Level3NetworkRelocations@Level3.com
- One-Number Locator Service "One Call System" telephone 1-800-424-5555
- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123

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

Garbage, recycling, and yard waste pick up within the project limits is on various days and the Contractor should check the website

http://www.govme.com/Common/govME/MyTacoma/CollectionCalendar.aspx and coordinate their work appropriately.

#### 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 City to identify a deficiency in the insurance documentation provided by the Contractor or failure of the City 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.

### 1-07.23 Public Convenience and Safety

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

Revise the third sentence of the second paragraph to read:

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

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

This section is supplemented with the following:

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

Pacific Avenue (arterial/State Route), South 45<sup>th</sup> Street, South 46<sup>th</sup> Street, Bell Street, and A Street shall remain fully open to vehicular and pedestrian traffic at all times.

#### **EXCEPTION:**

- Non-arterial classified roadways are permitted to be closed to traffic so long as local access to properties and businesses is accommodated in the following scenarios:
  - During construction working hours (i.e., weekdays 7 AM to 7 PM) when arrangements in advance have been made through coordination between the requestor, the contractor, and the City;
  - During construction working hours when special/emergency access is needed;
  - During construction working hours when emergency services needs to use the roadway;
  - During construction working hours when passage through/along the work area is the only means to access an intersecting road and/or adjacent property; and
  - During non-construction hours (i.e., all other hours other than the working hours).
- 2. During non-construction hours, the project area shall be left in a state that permits on-street parking (as was allowable prior to project start) so long as the permitted parking does not hamper the flow of traffic, temporary traffic control, and/or safety.
- 3. Spotters to assist pedestrians through or around the work zone must be available when called for in the Traffic Control Plans and/or when deemed necessary for safe traffic operations by the City.
- 4. Any demolition, or closure of pedestrian accessibility, at a given corner of an intersection must be limited to that given corner, with the remaining three corners at the intersection (at a minimum) being used to facilitate a pedestrian detour, until full accessibility or an accessible connection with at least one other corner can be re-established. Any temporary pedestrian access path/route that may be employed shall provide equivalent to, or better, accessibility than the unavailable path/route in accordance with the Americans with Disabilities Act and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).
- 5. Project work areas adjacent to or intersecting arterial streets (as identified above) shall not hinder the safety or traffic operations of the arterial street such that two-way vehicular traffic cannot be maintained at all times (which can include parking restrictions to allow for the roadway space needed). If the work occurring on an arterial street cannot practicably be completed while maintaining two-way traffic, then a detour must be established using an

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alternate arterial route to be submitted for review and approval by the City. In either case, an intersection specific traffic control plan must be developed for arterial streets intersecting one another and submitted for City review and approval at least 10 working days in advance of the work commencing.

Intersection specific allowances/restrictions are as follows:

#### Pacific Avenue

Weekdays: a single through lane closure is permitted during active work (or associated time to allow safe public access) in the northbound direction between 9:00AM and 4:00PM and/or between 7:00PM and 6:00AM (with proper noise variance approvals); a single lane closure is permitted during active work (or associated time to allow safe public access through work area) in the southbound direction between 9:00AM and 3:00PM and/or between 7:00PM and 6:00AM (with proper noise variance approvals); closure of two through lanes in a given direction (i.e., re-assigned use of center/left-turn lane) will only be considered in extenuating circumstances when proposed for approval by the Contractor and for hours specific to the nature of the closure/work.

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Weekends: a single through lane closure is permitted during active work (or associated time to allow safe public access through work area) in the either direction between 9:00AM and 9:00PM and/or between 9:00PM and 9:00AM (with proper noise variance approvals); closure of two through lanes in a given direction (i.e., re-assigned use of center/left-turn lane) will only be considered in extenuating circumstances when proposed for approval by the Contractor and for hours specific to the nature of the closure/work including advance notification with VMS.

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#### East/South 46<sup>th</sup> Street and Pacific Avenue:

Weekdays/Weekends: generally, the single-lane approaches and departing lanes to/from

Pacific Avenue must remain open and usable at all times, or alternatively, temporarily delineated single lanes in each direction may be utilized if the resulting available pavement width meets or exceeds 24 feet. In extenuating circumstances, a partial/directional closure on one approach at a given time may be considered during 10:00 PM and 5:00 AM (with proper noise variance approvals) and only with a City approved detour.

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#### East/South 46<sup>th</sup> Street and Bell Street:

Weekdays/Weekends: generally, combined approaches may be utilized if the resulting available pavement width meets or exceeds 20 feet or a partial/directional closure on one approach at a given time will be allowed with appropriate traffic control, i.e. flagger control.

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#### East/South 45<sup>th</sup> Street

Weekdays/Weekends: generally, combined approaches may be utilized if the resulting available pavement width meets or exceeds 20 feet or a partial/directional closure on one approach at a given time will be allowed with appropriate traffic control, i.e. flagger control.

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#### Alley and East/South 46th Street:

50 Weekdays/Weekends: Alley closure not allowed on refuse or recycle pick-up days, 51 unless accommodations are provided for pick-up on street.

Curb ramp closures are subject to the following restrictions:

writing of any change in the closure hours.

One corner can be closed at a time, unless an alternate route within the area of the intersection or nearby extents is provided.

If the Engineer determines the permitted closure hours adversely affect traffic, the

Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in

Provide a spotter for pedestrians 15 minutes prior to and 5 minutes after the first bell, and 5 minutes prior to and 15 minutes after the dismissal bell.

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 legal 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, school/school district, 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 at least twenty-four (24) hours in advance for residential property, and at least forty-eight (48) hours in advance for commercial property. 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/school property.

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

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

It is the intent of the Contract to effectively prevent the deposition of debris on streets in areas of public traffic or where such debris may be transported into a drainage system. When construction operations are such that debris from the work is deposited on the streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or debris which may accumulate on the roadway surface. Should daily removal be insufficient to keep the streets clean, the Contractor shall perform removal operations on a more frequent basis. If the Engineer determines that a more frequent cleaning is impractical or if the Contractor fails to keep the streets free from deposits and debris resulting from the work, the Contractor shall, upon order of the Engineer, provide facilities for and remove all deposits from the tires or between wheels before trucks or other equipment will be allowed to travel over paved streets. Should the Contractor fail

or refuse to clean the streets in question, or the trucks or equipment in question, the Engineer may order the work suspended at the Contractor's risk until compliance with Contractor's obligations is assured, or the Engineer may order the streets in question cleaned by others and such costs incurred by the City in achieving compliance with these contract requirements, including cleaning of the streets, shall be deducted from moneys due or to become due the Contractor on monthly estimate. The Contractor shall have no claim for delay or additional costs should the Engineer choose to suspend the Contractor's work until compliance is achieved.

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

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

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

This section is supplemented with the following:

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

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

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

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

### 1-07.24 Rights of Way

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Delete this section and replace it with the following:

Street Right of Way lines, limits of easements, and limits of construction permits are not indicated in the Plans. Areas where the Contractor's construction activities are anticipated to be near Right of Way lines have been noted on the plans and Right of Way lines will be delineated by the Contracting Agency during construction, as determined by the Engineer. Requests for additional delineation of Right of Way lines will need to be approved by the Engineer. The Contractor's construction activities shall be confined within the limits of the Street Right of Way lines, limits of easements, and limits of construction permits, unless arrangements for use of private property are made.

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

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

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

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

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

satisfactorily accomplished. The statement shall include the parcel number, address and date of signature. Written releases must be filed with the Engineer before the Completion Date will be established.
END OF SECTION

### 1-08 PROSECUTION AND PROGRESS

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

1-08.0(1) Preconstruction Conference (October 10, 2008 APWA GSP)

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

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

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

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

Add the following new section:

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

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

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

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

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

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Add the following new section:

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

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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.

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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.

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

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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.

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### 1-08.1 Subcontracting (May 17, 2018 APWA GSP, Option B) Delete the eighth paragraph.

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Revise the ninth paragraph to read:

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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.

50 Whenever the Contractor withholds payment to a Subcontractor for any reason including 51

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.

## 1-08.3(2)A Type A Progress Schedule (March 13, 2012 APWA GSP)

Revise this section to read:

The Contractor shall submit <u>6</u> copies of a Type A Progress Schedule no later than <u>at the preconstruction conference</u>, or some other mutually agreed upon submittal time. The schedule may be a critical path method (CPM) schedule, bar chart, or other standard schedule format. Regardless of which format used, the schedule shall identify the critical path. The Engineer will evaluate the Type A Progress Schedule and approve or return the schedule for corrections within 15 calendar days of receiving the submittal.

#### 1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

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

Revise the third and fourth paragraphs to read:

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

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized

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

Revise the sixth paragraph to read:

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

1. The physical work on the project must be complete; and

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

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

This project shall be physically completed within 30 Working Days.

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

Revise the fourth paragraph to read:

When the Contract Work has progressed to <u>Substantial Completion as defined in the Contract</u>, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual

Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

#### **END OF SECTION**

#### 1-09 MEASUREMENT AND PAYMENT

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

Revise item 4 of the fifth paragraph to read:

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

**1-09.6 Force Account** 

Supplement this Section with the following:

(October 10, 2008 APWA GSP)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 1-09.9(1) Retainage (May 10, 2006 Tacoma GSP)

Standard Specifications.

The fourth paragraph is supplemented with the following:

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

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

Revise the third paragraph to read:

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

#### **END OF SECTION**

#### 1-10 TEMPORARY TRAFFIC CONTROL

#### 1-10.1 General

(April 7, 2014, WSDOT GSP)

Section 1-10.1 is supplemented with the following:

### **Temporary Pedestrian Access**

8 (\*\*\*\*\*

All pedestrian access paths shall be maintained per Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and Specification Sections 1-07.23, and 1-10. The Contractor shall submit the proposed material type for "Temporary Pedestrian Access" to the Engineer for approval prior to construction. The Contractor shall maintain each pedestrian access and make repairs as directed for the duration of the construction, until the sidewalk and entry ways are finished at each respective location.

### 1-10.1(2) Description

(July 22, 2019 Tacoma GSP)

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

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

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

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

This section is supplemented with the following:

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

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

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

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

```
1
      Traffic Control Management
 2
      1-10.2(1) General
 3
      (January 3, 2017)
 4
     Section 1-10.2(1) is supplemented with the following:
 5
 6
      Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
 7
      the State of Washington. The Traffic Control Supervisor shall be certified by one of the
 8
      following:
 9
10
      The Northwest Laborers-Employers Training Trust
11
     27055 Ohio Ave.
12
      Kingston, WA 98346
13
     (360) 297-3035
14
15
     Evergreen Safety Council
16
     12545 135th Ave. NE
17
      Kirkland, WA 98034-8709
18
      1-800-521-0778
19
20
      The American Traffic Safety Services Association
21
      15 Riverside Parkway, Suite 100
22
      Fredericksburg, Virginia 22406-1022
23
      Training Dept. Toll Free (877) 642-4637
24
     Phone: (540) 368-1701
```

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

The first paragraph is revised to read:

1-10.3 Traffic Control Labor, Procedures, and Devices

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

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

This heading is revised to read:

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

This section is supplemented with the following:

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

pedestrian be in the immediate path of the vehicle. The vehicle shall remain stopped under the direction of the spotter until all pedestrians are out of the immediate path of the vehicle Spotters shall assist pedestrians through the construction zone as needed.

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

This section is revised to read:

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

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

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

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

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

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

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

- Tacoma Police Department
- 31 Special Events Sergeant
- 32 (253) 591-5932
- 33 TacomaPoliceEvents@ci.tacoma.wa.us

All costs associated with the use of uniformed off-duty police officers shall be included in the lump sum price for, "Project Temporary Traffic Control".

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

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

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

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

The fifth paragraph is revised to read:

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

### 1-10.3(3)C Portable Changeable Message Sign (\*\*\*\*\*\*)

This section is supplemented with the following:

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

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

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

Section 1-10.3(3) is supplemented with the following:

#### 1-10.4 Measurement

#### 1-10.4(3) Reinstating Unit Items with Lump Sum Traffic Control

Section 1-10.4(3) is supplemented with the following:

#### (August 2, 2004)

The bid proposal contains the item "Project Temporary Traffic Control", lump sum and the additional temporary traffic control items listed below. The provisions of Section 1-10.4(1), Section 1-10.4(3), and Section 1-10.5(3) shall apply.

\*\*\*

"Pedestrian Traffic Control", per lump sum

\*\*

#### 1-10.5 Payment

## 1-10.5(2) Item Bids with Lump Sum for Incidentals (\*\*\*\*\*\*)

The Bid Item "Pedestrian Traffic Control" lump sum, is supplemented with the following:

All costs incurred for "Temporary Pedestrian Access" and "Spotters" shall be included in the price per lump sum for "Pedestrian Traffic Control", according to Section 1-10.

#### **END OF SECTION**

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	The Contractor shall clear, grub, and cleanup those areas within the area of ground
7	disturbance in accordance with the Plans and Specifications and as needed to complete
8	the Contract Work.
9	
10	This section is supplemented with the following:
11	
12	Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing area shall be
13	considered as part of "Clearing and Grubbing" when identified for removal on the Plans.
14	·

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

The second paragraph is revised to read:

16 17 18

15

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

19 20

#### 2-01.3(1) Clearing

21 22 This section is revised to read:

23 24 25

26

- Fell trees within the area to be cleared and individual trees as shown on the Plans.
- Close-cut parallel to the slope of the ground all stumps to be left in the
  - cleared area outside the slope stakes.

    Close cut all stumps that will be buried by fills 5-feet or less in depth.

27 28 29

30

• Follow these requirements for all stumps that will be buried by fills deeper than 5-feet from the top, side, or end surface of the embankment or any structure and are in a location that will not be terraced as described in Section 2-03.3(14):

31 32

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

33 34 Trim stumps that exceed 18-inches in diameter to no more than 12-inches above original ground level.

35 36

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

37 38 39  Trim all trees to be left standing to the height specified by the Engineer and certified Arborist, with a minimum height of eight (8) feet above sidewalk and fourteen (14) feet above the roadway surface. Neatly cut all limbs close to the tree trunk. All tree trimming must be done by or under the direction of a certified Arborist.

40 41

• Thin clumps of native growth as the Engineer may direct.

42 43 44  Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations in accordance with Standard Plans LS-08 through LS-11.

45

 Trim all shrubs and brush which covers sidewalks, curb, curb and gutter, and curb ramps to a minimum of four inches from the edge of sidewalk or as directed by the Engineer or Certified Arborist.

46 47 48

• Remove and dispose of, or relocate the following existing features where necessary within the project limits or as indicated on the Plans:

49 50

o Cement concrete gutter boxes.

- Large rocks, garden stone, or other stones used for the purpose of landscaping or as a barrier when inside the paving limits.
   Wood curbs, logs, railroad ties, and other timber used for landscaping
  - when inside the paving limits.
  - All types of fence.
  - o Bollards inside the paving area and not designated to remain.
  - Relocate Eco Blocks to a location outside of the paving limits.
  - Remove trees as indicated on the plans or as directed by the Engineer or certified Arborist. The tree removal shall include stump grinding to eight inches below final grade and removal of roots according to the Plans and Specifications, and as directed by the Engineer and certified Arborist, such that a new tree can be planted in the same area.
  - Perform all work as required by the certified Arborist Reports to protect, remove, trim, prune roots or limbs, and any other works detailed in the Arborist Reports. This work shall be performed on Force Account per Section 1-09.6.
  - All stumps identified for stump grinding or as directed by the Engineer or certified Arborist shall be ground to eight inches below final grade.

#### 2-01.3(2) Grubbing

Item 2.e is revised to read:

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

Add the following sections:

#### 2-01.3(5) Certified Arborist

The City of Tacoma shall provide a certified Arborist on site to assess and provide Arborist Reports for all work within the Tree Protection Zone of a tree in accordance with the Urban Forestry Manual and the Tacoma Municipal Code 13.06.502. All work done in the critical root zone shall be in compliance with the Arborist Report provided by the certified Arborist or under the direction of the certified Arborist.

The certified Arborist shall be on site to assess and provide direction for all tree trimming, limb or root pruning of greater than 4 inches, and tree removals as specified in the Plans or other tree work as directed by the Engineer. The certified Arborist shall submit an Arborist Report to the Engineer per section 1-05.3

The Arborist shall be certified by the International Society of Arboriculture (ISA).

#### 2-01.3(5) Definition of Vegetation

A "tree" is defined as any self-supporting, woody perennial plant having a main stem (trunk) and which normally attains a height of at least ten (10) feet at maturity.

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

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

#### 2-01.3(5) Tree and Stump Classifications

Trees shall be classified by the measured diameter at a point four and one-half  $(4-\frac{1}{2})$  feet above average ground level. Trees that have several stems at the four and one-half  $(4-\frac{1}{2})$  foot height will be considered a tree clump. The largest diameter single stem will be measured and will dictate the class rating. Only the largest, single stem in the clump will be utilized for measurement and payment.

Stumps shall be classified by the measured diameter at the highest point of the stump above the average ground level or a point four and one-half (4-1/2) feet above the average ground level, whichever is less.

Trees and stumps will be classified as follows:

Less than 4 inches

4 inches up to but not including 12 inches

12 inches up to but not including 24 inches

24 inches up to and including 42 inches

Class II

Class III

Greater than 42 inches (Tree height greater than 30 feet)

Greater than 42 inches (Tree height of 30 feet or less)

Class V

#### 2-01.4 Measurement

No specific unit of measurement shall apply to "Certified Arborist Assessment Report Compliance", by force account

"Certified Arborist Assessment Report Compliance", by force account

#### **2-01.5 Payment**

 This section is supplemented with the following:

This section is supplemented with the following:

An estimated amount is entered into the bid proposal for "Certified Arborist Assessment Report Compliance", by force account. The Contractor will be compensated by force account per Section 1-09.6 for all Work related to the Arborist Assessment Report as directed by the Certified Arborist or as directed by the Engineer.

#### **END OF SECTION**

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

#### 2-03.1 Description

5 The last sentence of the first paragraph is deleted.

#### 2-03.3 Construction Requirements

#### 2-03.3(5) Slope Treatment

This section is deleted.

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

This section is deleted.

Section 2-03.3 is supplemented with the following:

### (\*\*\*\*\*) Excavation Limits:

Roadway Excavation shall consist of the excavation of old road base material under the areas of pavement removal to the depth needed for the construction of the proposed new pavement section and new road base in accordance with Section 5-04 and the Plans, and as directed by the Engineer. The intent is to match existing grade. Roadway Excavation under sidewalk areas shall be to a minimum depth of 2 inches and adequate for grading the sidewalk foundation and constructing sidewalk in accordance with Section 8-14, and the Plans. Excavation for new curb foundations shall extend to 1 foot behind the back of curb, and shall be a minimum of 12 inch below gutter grade in accordance with Section 8-04. New and restored turf areas shall be excavated a maximum of 6 inches to prepare for topsoil placement with soil amendments.

#### Field Adjustment:

Field adjustment involves adjustments to horizontal or vertical alignments that are shown in the plans or directed by the Engineer and will be performed as needed to field adjust drainage, street crowning, cross slopes, curb ramps, connections to existing grades, and any other adjustments for the finished product as directed by the Engineer. The Contractor and the Engineer shall collaborate on field adjustments. All grade checking needed to complete the field adjustments shall be provided by the Contractor. The Contractor shall continue work, during the field adjustment time, in unaffected areas of the Project, in accordance with the Plans and Specifications. Some localized delay is inherent in this process, and the contractor shall be prepared to collaborate and move crews on to other work locations. Compensation for field adjustments shall be per Section 1-09.6, Force Account. The contractor shall not be entitled to additional compensation or additional work days due to delays from field adjustments.

#### 2-03.4 Measurement

The measurement for Roadway Excavation is revised to read:

49 (\*\*\*\*\*)

Roadway Excavation under pavement removal shall be included in the measurement per square yard for pavement removal. Any other amount of excavation shall be included in

1	the Contract price for other bid items, and shall include excavation for planters and curb
2	construction.
3	
4	2-03.5 Payment
5	This section is supplemented with the following:
6	
7	"Field Adjustment", by Force Account
8	
9	END OF SECTION
10	

1 2 3	2-07 WATERING (August 3, 2009 Tacoma GSP)
4 5 6	2-07.3 Construction Requirements  The last sentence of the first paragraph is revised to read:
7 8 9	The Engineer may direct that the Contractor apply water during non-working hours such as evenings, weekends, or recognized holidays.
9 10 11	Section 2-07.3 is supplemented with the following:
12 13	2-07.3(1) Water Supplied from Hydrants
14 15 16 17 18	There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or any other construction activities associated with this project. Prior to construction activities, it shall be the Contractor's responsibility to verify which hydrants will be available by contacting Tacoma Water. The Contractor shall use only those hydrants designated by Tacoma Water.
20 21 22 23	Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance with the "Operating Procedures for the use of Water Division Hydrants" available at the Tacoma Water Permit Counter.
24 25 26 27 28	The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the Water Permit Counter at (253) 502-8247, 2 <sup>nd</sup> floor, Tacoma Public Utilities, Administrative Building, 3628 South 35 <sup>th</sup> Street, Tacoma, WA 98409. A copy of the approved Hydrant Permit shall be submitted to the Engineer.
29 30 31 32 33	Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant Certification Card prior to obtaining a permit. If necessary, contractor personnel shall undergo training to receive the required certification. Contact the Water Permit Counter to set up training as necessary.
34 35 36	END OF SECTION

#### 1 2-14 PAVEMENT REMOVAL 2 (\*\*\*\*\*) 3 4 2-14.1 Description 5 6 The Work described in this section includes the removal and disposal of pavement 7 surfaces identified on the Plans or as marked in the field. 8 9 2-14.2 Pavement Classification 10 11 Removal of pavement is defined below by type and class based on composition and 12 thickness: 13 14 Type I Pavement removal where all or portions of the existing pavement is 15 being removed in conjunction with street construction or any other 16 removal not described below for Type II or Type III. 17 18 Type II Pavement removal required for the placing of utilities at greater and 19 varying depths, such as sewers. 20 21 Type III Pavement removal required for narrow and shallow utility cuts in order 22 to install light cables, conduits and similar shallow utilities. 23 24 Class A2 Class A2 pavement removal shall apply to the removal of asphalt 25 concrete, bituminous road surfacing, multiple lift bituminous surface 26 treatments or any combination of these components having an 27 average thickness of two inches or less. 28 29 Class A8 (\*\*\*\*\*\*)Class A8 pavement removal shall apply to the removal of 30 asphalt concrete, bituminous road surfacing, multiple lift bituminous 31 surface treatments or any combination of these components having 32 an average thickness between two inches and eight inches. 33 34 Class A12 Class A12 pavement removal shall apply to the removal of asphalt 35 concrete, bituminous road surfacing, multiple lift bituminous surface 36 treatments or any combination of these components having an 37 average thickness between four inches and twelve inches. 38 39 Class C6 Class C6 pavement removal shall apply to all non-reinforced cement 40 concrete pavements or slabs having an average thickness of six 41 inches or less, typical for existing sidewalk and residential driveway 42 entrances. After the curbs and pavement have been constructed, the 43 Contractor may be required to remove additional sidewalk necessary 44 to provide proper connections and grades, as determined by the 45 Engineer. 46 47 Class C12 Class C12 pavement removal shall apply to all cement concrete 48 pavements or slabs having an average thickness of between six 49 inches and twelve inches, typical for concrete road pavement and 50 some commercial driveways. 51

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 six inches and twelve inches.

### 2-14.3 Construction Requirements (\*\*\*\*\*\*)

Pavement removal at Pacific and S 46<sup>th</sup> Street is expected to be Class CA, and everywhere else on the project Class A8. Class C6 removal is reserved for sidewalk and other concrete behind the curb. Therefore, all other classes of pavement removal not specifically included in the Bid Proposal shall be included in the area measurement for Class A8 pavement removal.

The Engineer will mark the pavement removal limits in the field. The contractor shall remove existing road pavement at proposed concrete curb to a minimum of 4 feet from the face of existing curb or as directed by the Engineer, which ever is more.

All final meetlines shall be sawcut. All pavement removal shall be Type I removal unless the Type is otherwise specified. The Contractor shall excavate the existing road base to proposed subgrade, based on the proposed pavement and proposed road base compacted depth in accordance with Sections 2-03, 5-04. The intent is to match existing grade.

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

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

#### 2-14.4 Measurement

Pavement removal will be measured per square yard.

Type I pavement removal will be measured in its original position through the use of survey techniques.

### **2-14.5 Payment**

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

1	
2	"Remove Existing Pavement, TypeClass", per square yard
3	
4	The contract price per square yard for "Remove Existing Pavement, TypeClass"
5	shall be full payment for all equipment, tools, labor and materials to saw cut meet lines,
6	remove the existing pavement, to excavate to proposed subgrade, and shall include hau
7	and disposal in accordance with the Specifications and Plans.
8	
9	(******) All classes of pavement removal not specifically included in the Bid Proposal
10	shall be included in the Contract price per square yard for Class A8 pavement removal.
11	
12	
13	END OF SECTION
14	
15	

#### 2-15 CURB AND CURB AND GUTTER REMOVAL 23 (\*\*\*\*\*) 4 5 2-15.1 Description 6 The Work described in this section includes the complete removal and disposal of curbs 7 and curb and gutter identified on the Plans or as marked in the field. 8 9 2-15.2 Curb Classification 10 11 Integral Curb - Integral curb shall consist of curb that is constructed monolithic with the 12 adjacent cement concrete pavement. 13 14 **Curb** - Curb may consist of cement concrete curb, granite curb, or any other 15 combination of rigid material that extends below the pavement surface elevation. 16 17 Extruded/Precast Curb - Extruded or precast curb may consist of asphalt or concrete 18 extruded or precast curb that is installed on a pavement surface. 19 20 Curb and Gutter - Curb and gutter may be cement concrete, or a cement concrete curb 21 22 with a brick gutter on a cement concrete base, or other combination of rigid material. 23 24 2-15.3 Construction Requirements 25 Integral curb removal shall consist of the removal of the curb and the integral base 26 section under the curb. The removal shall be accomplished by sawcutting along the 27 28 face of the curb. 29 The removal of the curb and/or curb and gutter shall be conducted in such a manner as 30 not to damage utilities and any portion of the improvement that is to remain in 31 place. Any deviation in this matter will obligate the Contractor, at no expense to the 32 Contracting Agency, to repair, replace, or otherwise make proper restoration to the 33 34 satisfaction of the Engineer. 35 36 2-15.4 Measurement 37 Curb and curb and gutter removal will be measured per linear foot. 38 39 2-15.5 Payment 40 41 42 Payment will be made in accordance with Section 1-04.1. 43 44 "Remove Curb", per linear foot.

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The unit Contract price per linear foot for "Remove Curb" shall be full pay for all labor, material, and equipment required for the removal and disposal of all existing curb types, such as extruded curb, integral curb, curb, curb and gutter as specified in this section. All saw cutting, wheel trenching, hydro hammering, chipping, grinding, and all other work necessary for the removal of curb or curb and gutter shall be included in the unit Contract price for "Remove Curb".

50 51 52

**END OF SECTION** 

1 2	2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC. (******)
3 4 5	2-16.1 Description
6 7 8 9 10 11	(******) The Work described in this section includes the complete removal and disposal of catch basins, manholes, and curb inlets as identified on the Plans. The Contractor shall prepare the locations for instalation of new catch basins to replace the removed catch basins.
12	2-16.2 Vacant
13 14 15	2-16.3 Construction Requirements
16 17 18 19	Where the structures are removed, the excavation shall be temporarily backfilled with native material if deemed suitable by the Engineer or imported backfill material. Alternatively, the hole maybe covered where allowed and as directed by the Engineer.
20 21 22 23 24	Material determined by the Engineer to be unsuitable at the time of excavation shall be removed and replaced with imported backfill material. Payment will be made at the unit contract price of the item in the proposal, or as extra work under Section 1-04.4 if not included as an item in the proposal.
25 26 27	(******) All pipe openings shall be cut in preparation for reconnection, and protected from sedimentation as directed by the Engineer.
28 29 30 31 32	The removal of the structures shall be conducted in such a manner as not to damage utilities and any portion of the improvement that is to remain in place. Any deviation in this matter will obligate the Contractor, at no expense to the Contracting Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the Engineer.
33 34	2-16.4 Measurement
35 36	The removal of catch basins, manholes, and curb inlets will be measured per each.
37 38	2-16.5 Payment
39 40	Payment will be made in accordance with Section 1-04.1.
41 42	"Remove Catch Basin", per each
43 44 45 46 47 48	The Contract unit price per each for "Remove Catch Basin" shall be full compensation for all equipment, tools, labor, and materials to remove the catch basin, cut and protect existing pipes, and haul and disposal of all debris. All costs associated with the placement and compaction of the backfill material or temporary covering shall be included in the unit Contract price for removal.
49 50 51	END OF SECTION

1 2 3	3-04 ACCEPTANCE OF AGGREGATE (April 1, 2012 Tacoma GSP)
3 4	3-04.1 Description
5	The first and third paragraphs are deleted.
6	The mat and third paragraphs are deleted.
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
15	material type 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
21	within 3 working day of testing.
22	within 5 working day or testing.
23	3-04.3(6) Statistical Evaluation
24	This section is deleted:
25	
26	
27	
28	END OF SECTION
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#### 1 4-04 BALLAST AND CRUSHED SURFACING 2 (\*\*\*\*\*) 3 4 4-04.2 Materials 5 This section is supplemented with the following: 6 7 The Contractor shall substitute Recycled Concrete Aggregate for crushed surfacing and 8 ballast. Gradation shall approximate that for Crushed Surfacing Top Course, or as 9 approved by the Engineer in order to facilitate grading and compaction as base for road, 10 sidewalk, and curbs. Otherwise, Recycled Concrete Aggregate shall conform to the 11 requirements of Section 9-03.21, 9-03.21(1)B and 9-03.21(1)B1. 12 13 4-04.3(5) Shaping and Compaction 14 The second paragraph is revised to read: 15 16 When using 100% Recycled Concrete Aggregate the Contractor shall perform a wheel 17 roll test with a loaded dump truck in the presence of the Engineer for evaluation of 18 satisfactory compaction. The Engineer may direct test point compaction evaluation to be 19 performed in accordance with SOP 738. The Engineer will evaluate achieved 20 compaction based on the wheel roll test alone or in combination with test point results. 21 22 4-04.5 Payment 23 This section is supplemented with the following: 24 25 All costs for labor, equipment, and materials required to furnish, place, and compact the 26 material shall be included in the unit Contract price. 27 28 "Recycled Concrete Aggregate", per ton 29 30 When replacing a material in the Proposal with Recycled Concrete Aggregate, the 31 measurement and payment of the material it replaces shall apply. The unit price per ton 32 for Recycled Concrete Aggregate shall be full compensation any crushed surfacing or 33 ballast used where allowed by the Engineer.

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37 38 **END OF SECTION** 

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

This Section is revised according to the following overriding provisions:

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

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

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

 Quantities for sublots and lots shall be as determined by the Engineer. If test
results are found not to be within specification requirements, additional testing
as needed to determine a CPF may be performed.

  The Contracting Agency shall not be required to make price adjustments based on pay factors and composite pay factors.

#### 5-04.2 Materials

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

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

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

This section is revised to read:

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

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

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

- Hamburg Wheel track Test and Section 9-03.8(2), or
- Tensile Strength Ratio (TSR) Test per AASHTO T 283, or

 Previous WSDOT Lab mix design verification test data and stripping evaluation, per the Engineer's discretion and as stated below.

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

 The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
 The proposed HMA mix design on WSDOT Form 350 043 with the seal

8 9

 The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.\*\*

 The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.\*\*

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

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

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

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

This section is revised to read:

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

• Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.

 Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

### **5-04.3 Construction Requirements**

This section is supplemented with the following:

49 (\*\*\*\*\*)

The Contractor shall construct full depth pavement restoration at a minimum of 4 feet off the existing face of curb where new curb is constructed. The pavement sections shall be as follows:

For the Pacific Ave and E 46<sup>th</sup> Street intersection: 6-inch HMA PG 58H-22 Cl. ½ over 8-inch Recycled Concrete Aggregate.

For the intersections of E46th and Bell Street, E45th and A-Street, and elsewhere on the project: 4-inch HMA PG 58H-22 Cl. ½ over 8-inch Recycled Concrete Aggregate.

The Contractor shall perform a 2-inch grind and overlay with 2-inch HMA PG 58H-22 Cl. ½ in accordance with the Plans and as directed by the Engineer.

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

The second paragraph is supplemented with the following:

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

#### 5-04.3(3)C Pavers

#### (April 1, 2018 Tacoma GSP)

The second paragraph is deleted.

## 5-04.3(3)D Material Transfer Device or Material Transfer Vehicle (April 1, 2018 Tacoma GSP)

The first paragraph is revised to read:

A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving areas are specified below. A MTD/V shall only be used according to this special provision for the following paving areas: None

## 5-04.3(4)C Pavement Repair (April 1, 2018 Tacoma GSP)

This section is revised to read:

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

https://www.cityoftacoma.org/government/city\_departments/public\_works/right-of-way

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

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

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

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

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

### 5-04.3(6) Mixing (April 1, 2018 Tacoma GSP)

The first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

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

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

determined by the Engineer and at no cost to the Contracting Agency. The Contracting Agency will only pay for HMA pavement that is accepted and incorporated into the project at the discretion of the Engineer. See also Section 5-04.3(10)C2.

The second paragraph is revised to read:

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

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

15 The title of this section is revised to read:

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

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

The title of this section is revised to read:

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

This section is revised to read:

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

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

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

7. For a mixture lot in progress with a mixture CPF less than 0.75, a new mixture lot will begin at the Contractor's request after the Engineer is satisfied that material conforming to the Specifications can be produced. See also Section 5-04.3(11)F.

8. If, before completing a mixture lot, the Contractor requests a change to the JMF which is approved by the Engineer, the mixture produced in that lot after the approved change will be evaluated on the basis of the changed JMF, and the mixture produced in that lot before the approved change will be evaluated on the basis of the unchanged JMF; however, the mixture before and after the change will be evaluated in the same lot. Acceptance of subsequent mixture lots will be evaluated on the basis of the changed JMF.

# 5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results (April 1, 2018 Tacoma GSP)

The first and second paragraphs of this section are revised to read:

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

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

Quality control, defined as the system used by the Contractor to monitor. assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.

The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

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

5-04.3(10)B HMA Compaction - Cyclic Density

(April 1, 2018 Tacoma GSP) This section is deleted.

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

This section is deleted.

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

The title of this section is revised to read:

5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing The second paragraph is revised to read:

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

This section is supplemented with the following:

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

performed. Formal Test Report(s) will be provided to the Contractor within 3 Working Days.

The Engineer will inform the Contractor of field compaction test results as work is being

1 2	5-04.3(18) Temporary Pavement Patch  (******)
3 4 5 6 7	To maintain the street or road open to traffic, the Contractor shall place a temporary pavement patch in accordance with the Plans and Specifications and as directed by the Engineer. Temporary pavement patches are allowed with Cold Plant Mix Asphalt, except temporary pavement patches placed between October 1st and March 31s or any
8	pavement patches in Pacific Avenue at any time shall be HMA Cl. ½" PG 58H-22.
9	5-04.4 Measurement
10	(*****)
11	The first paragraph is revised to read:
12	LIMA OL DO CHILL DO C
13 14	HMA CI PGwill be measured by the ton in accordance with Section 1-09.2, with
15	no deduction being made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other component of the mixture; and the measurement
16	shall include asphalt wedge curbs and thickened edges in accordance with the Plans or
17	as directed by the Engineer. If the Contractor elects to remove and replace mix as
18	allowed in Section 5-04.3(11), the material removed will not be measured.
19	
20	The second paragraph is revised to read:
21	
22	No specific unit of measure will apply to roadway cores, which shall be included in the
23 24	measurements for the HMA items that are included in the Proposal.
25	This section is supplemented with the following:
26	The coston is cappionionica with the following.
27	No specific unit of measure will apply to anti-stripping additive, which shall be included in
28	the measurements for the HMA items that are included in the Proposal.
29	
30	Temporary Pavement Patch shall be measured by the ton of temporary pavement
31	material used to complete the patch.
32 33	5-04.5 Payment
34	(******)
35	Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price
36	Adjustment" are deleted.
37	
38	The following pay items for HMA are revised to read:
39	
40	"HMA CI PG", per ton.
41 42	The unit Contract price per ton for "HMA CI PG" shall be full payment for all
43	costs incurred to carry out the requirements of Section 5-04, including coring and testing,
44	and shall include anti-stripping additive, asphalt wedge curbs, thickened edges, curb
45	drains, and connection to existing drains in accordance with the Contract.
46	
47	This section is supplemented with the following:
48	"Tarananan Davanarat Datah" nantara
49 50	"Temporary Pavement Patch", per ton.
<i>5</i> 0	

The unit Contract price for "Temporary Pavement Patch" shall be full pay for all labor, equipment, and materials required to furnish and install; maintain; and remove and dispose of the temporary patch in accordance with Special Provision 5-04.3(18) and Section 5-04.

## **END OF SECTION**

1 2	6-02 CONCRETE STRUCTURES (*******)
3	6-02.3(1) Classification of Structural Concrete
4	This section is supplemented with the following:
5	3
6	Sidewalks, Driveway Entrances, Curbs and Gutters shall be constructed with Concrete
7	Class 3000 psi. at a minimum.
8	·
9	6-02.3(2)B Commercial Concrete
10	The second paragraph is revised to read:
11	
12	Where concrete Class 3000 is specified for items such as culvert headwalls, plugging
13	culverts, concrete pipe collars, pipe anchors, monument cases, Type PPB, PS, I, FB
14	and RM signal standards, pedestals, cabinet bases, guardrail anchors, and fence post
15	footings, the Contractor may use commercial concrete.
16	
17	This section is supplemented with the following:
18	
19	The Contractor shall not use commercial concrete for Driveway Entrances, Sidewalks
20	and Trails, and Curbs and Gutters.
21	
22	
23	
24	END OF SECTION
25	

1 2 3	7-04 STORM SEWERS (March 17, 2003 Tacom	
4		
5	This section is deleted.	The requirements of Section 7-17 shall apply to storm sewers
6		
7		
8		END OF SECTION
9		
10		
11		

1 2	7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS (******)
3	
4	7-05.1 Description
5 6	This section is supplemented with the following:
7 8	All references to sanitary sewers shall be construed to also mean storm sewers.
9	7-05.3 Construction Requirements
10 11	This section is supplemented with the following:
12 13	Catch Basin Type 1 shall conform to WSDOT Standard Plan B-5.20-02.
14 15	Combination inlet shall conform to WSDOT Standard Plan B-25.20-02.
16 17	The construction and installation of new catchbasins shall include the detection and reconnection of existing storm drain (SD) pipes to the new catch basin. The Work shall
18 19	include unplugging, cleaning the old pipes, installing adaptors or connectors like Romac Couplings, and cementing the reconnected pipe end into the new catchbasin with grout,
20 21	to form a water tight connection.
22	7-05.3(1) Adjusting Manholes and Catch Basins to Grade
23 24	This section is revised to read:
25 26	7-05.3(1) Adjusting Utility Structures to Grade
27 28 29	Where shown in the Plans or where directed by the Engineer, utility structures shall be adjusted to grade as staked or as otherwise designated by the Engineer.
30 31 32	The materials and methods of construction shall conform to the requirements specified in Section 7-05.3 and Standard Plan No. SU-25 and SU-37. The finished structure shall conform to the requirements of the standard plan for the specific structure.
33	
34 35	7-05.3(3) Connections to Existing Manholes The first sentence is revised to read:
36 37	The Contractor shall inspect the existing manholes in the field to verify invert elevations
38 39	and the scope of work necessary to make the connection(s) prior to construction.
40	7-05.4 Measurement
41 42	This section is supplemented with the following:
43 44	Catch basin Type 1 with combination inlet shall be measured per each.
45	7-05.5 Payment
46 47	The first paragraph is supplemented with the following:
48	(******)
49	"Catch Basin Type 1", per each
50 51	"Catch Basin Type 1 with combination inlet", per each

The unit Contract price per each for "Catch Basin" shall be full pay for all work 1 2 required to furnish and install the new catch basin to finished grade, including, but not 3 limited to, excavating for, furnishing backfill, compaction of backfill, connection and 4 reconnection of sewer pipe(s), frame, and grate, as applicable per the Plans and Specifications. 6 7 "Adjust Existing Catch Basin, Furnish New Frame and Grate", per each 8 9 The unit Contract price per each for "Adjust Existing Catch Basin, Furnish New Frame 10 and Grate" shall be full pay for all costs associated with adjusting the frame and grate to 11 finished grade, including but not limited to, excavating, furnish and place backfill, 12 furnishing and installing the new frame and grate, compacting, surfacing, and 13 restoration. 14 15 "Adjust Existing Manhole, Furnish New Frame and Cover", per each 16 17 The unit Contract price per each for "Adjust Existing Manhole, Furnish New Frame and 18 Cover" shall be full pay for all costs associated with adjusting the frame and cover to 19 finished grade, including but not limited to, excavating, furnish and place backfill, 20 furnishing and installing the new frame and cover, compacting, surfacing, and 21 restoration. 22 23 "Adjust Existing Valve Chamber to Grade", per each 24 25 The unit Contract price per each for "Adjust Existing Valve Chamber to Grade" shall be 26 full pay for all costs associated with the adjusting the valve chamber to finished grade, 27 including but not limited to, excavating, furnish and place backfill, compacting, surfacing, 28 and restoration. 29 30

**END OF SECTION** 

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1 2 3	7-07 CLEANING EXISTING DRAINAGE STRUCTURES (March 23, 2010 Tacoma GSP)	
4	7-07.3 Construction Requirements	
5	Item three of paragraph two is revised to read:	
6		
7	3. If sediment and water from structures does not meet the conditions describe	d in
8	1 or 2 above, the Contractor shall collect and dispose of all water used and a	all
9	debris generated in cleaning operations. No cleaning water or debris shall b	е
10	flushed downstream beyond the limits of the work.	
11		
12		
13	END OF SECTION	
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#### 2 (September 20, 2018 Tacoma GSP) 3 4 7-08.3 Construction Requirements 5 6 7-08.3(1)A Trenches 7 The tenth paragraph of this section is deleted. All dewatering requirements are found 8 in section 8-01.3(1)C. 9 10 7-08.3(1)C Bedding the Pipe 11 This section is supplemented with the following: 12 13 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma 14 Standard Plan No. SU-16. 15 16 7-08.3(2)F Plugs and Connections 17 This section is supplemented with the following: 18 19 Rigid Couplings, manufactured by Romac Industries, Inc., or Engineer approved equal, 20 shall be used at any pipe joint in which bell and spigot or fused joints are not 21 used. Flexible couplings are not permitted, except for side sewer installation. 22 23 7-08.3(2)G Jointing of Dissimilar Pipe 24 This section is revised to read: 25 26 Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac 27 Industries, Inc., or Engineer approved equal, except for side sewer installation. 28 29 7-08.3(3) Backfilling 30 The second paragraph is revised to read: 31 32 Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma 33 Standard Plan No. SU-16. (Pipe zone backfill shall meet the requirements of Section 9-34 03.9(3) for Crushed Surfacing Top Course. Backfill above pipe zone and extra 35 excavation area backfill material shall meet the requirements of Section 9-03.12(2), 36 Gravel Backfill for Walls.) Recycled concrete shall not be used for pipe zone bedding, 37 pipe zone backfill, backfill above pipe zone, and extra excavation area backfill. 38 The fourth paragraph is revised to read: 39 40 Backfill above the pipe zone shall be accomplished in such a manner that the pipe will 41 not be shifted out of position nor damaged by impact or overloading. If pipe is being 42 placed in a new embankment, backfill above the pipe zone shall be placed in 43 accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved 44 areas, or roadways, backfill above the pipe zone shall be placed in horizontal layers no 45 more than 12-inches thick and compacted to 95-percent maximum density. If pipe is 46 being placed in non-traffic areas, backfill above the pipe zone shall be placed in 47 horizontal layers no more than 12-inches thick and compacted to 85-percent maximum 48 density. All compaction shall be in accordance with the Compaction Control Test of 49 Section 2-03.3(14)D. Material excavated from the trench shall be used for backfill above 50 the pipe zone, except that organic material, frozen lumps, wood, rocks, or pavement 51 chunks larger than 6-inches in maximum dimension shall not be used. Material

7-08 GENERAL PIPE INSTALLATION REQUIREMENTS

determined by the Engineer to be unsuitable for backfill at the time of excavation shall be removed and replaced with imported backfill material meeting the requirements of Section 9-03.12(2). Material determined to be suitable for backfill at the time of excavation shall be stockpiled and used for backfill material. If the stockpiled material becomes unsuitable, the Contractor shall furnish suitable material in an amount equal to that, which became unsuitable, at no expense to the Contracting Agency.

Section 7-08.3 is supplemented with the following:

#### 7-08.3(5) Temporary Bypass Pumping

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

Bypass pumping shall be scheduled for continuous operation with back-up equipment available at all times for periods of maintenance and refueling or failure of the primary bypass pump(s) or diversion system. If the Contractor's operation requires bypass pumping at night, he/she must provide monitoring personnel at all times to ensure the system remains functional.

Bypass pumping shall be done in such a manner as not to damage private or public property, or create a nuisance or public menace. The pumped sewage or stormwater shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall be redirected into the appropriate sewer system. The discharge of storm water to private property, city streets, sidewalks, sanitary sewer, or any location other than an approved storm sewer is prohibited. The discharge of sewage to private property, city streets, sidewalks, storm sewer, or any location other than an approved sanitary sewer is prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines should the Contractor's operation cause any backups, overflows, or property damage. The Contractor's bypass operation shall be sized to handle, at a minimum, the full pipe capacity in each subject line removed from service. If flow conditions are greater than full pipe, the Contractor may elect to wait for flow conditions to subside prior to removing the subject line from service. Working days may be adjusted per Specification 1-08.5. Once the Contractor removes a section of line from service he/she is responsible to bypass any and all flow in the system during construction, even in the event the system surcharges and exceeds the full pipe capacity, until the line is returned to service.

The Contractor shall submit a Bypass Pumping Plan in accordance with Section 1-05. The Contractor's plan for bypass pumping shall be reviewed by the City before the Contractor will be allowed to commence bypass pumping. The review of the bypassing system and equipment by the Engineer shall in no way relieve the Contractor of his responsibility and public liability.

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

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

#### 7-08.3(6) Abandon Existing Pipe

If construction of the new sewer pipe does not result in the removal of the existing pipe due to differing alignments, then the existing pipe shall be abandoned in place as shown in the Plans. The Contractor shall plug all pipe branches, stubs, or other open ends of the pipe to be abandoned and fill with CDF. The Contractor shall submit a Pipe Abandonment Plan in accordance with Section 1-05.3 describing the proposed methods for filling the pipes with CDF, specifically addressing how the pipes will be filled in a manner that will prevent air pockets from being left in the abandoned pipe. The CDF mix design shall meet the requirements of Section 2-09.3(1)E.

If the pipes to be abandoned are removed and disposed of during construction of the new sewers, all costs for the removal and disposal shall be included in the unit contract price for "Structure Excavation, Class B," at per cubic yard.

#### **END OF SECTION**

# 8-01 EROSION CONTROL AND WATER POLLUTION CONTROL (\*\*\*\*\*\*)

## **8-01.3(1)A Submittals**

This section is revised to read:

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

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

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

The Department of Ecology has prepared a SWPPP template that can be used for projects in the City of Tacoma. The template can be found on Ecology's website at: <a href="http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html">http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html</a>. The Contractor developing the SWPPP must ensure that all references are appropriate for the City of Tacoma.

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

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

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

This section is revised to read:

The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current Certified Professional in Erosion and Sediment Control (CPESC) certificate from a

course approved by the Washington State Department of Ecology. The CESCL or CPESC shall be listed on the Emergency Contact List required under Section 1-05.13(1).

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

4. 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.

 Performing monitoring as required by the NPDES Construction Stormwater General Permit.

6. 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.

  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.

7. 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. 8-01.3(8) Street Cleaning The third paragraph is revised to read: Street washing with water shall not be permitted. 8-01.3(9)D Inlet Protection Replace the third paragraph of this section with the following: When the depth of accumulated sediment and debris reaches approximately 1/3 the height of an internal device or 1/3 the height of the external device (or less when so specified by the manufacturer), or as designated by the Engineer, the sediment and debris shall be removed and disposed of per SWMM BMP C220 or as specified on the Plans or within the SWPPP. The section is supplemented with the following: Only bag-type filters are allowed for use in the public right of way. 8-01.4 Measurement This section is supplemented with the following: No specific unit of measurement shall apply to the lump sum item "Erosion/Water Pollution Control". No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution Prevention Plan (SWPPP)". 

**8-01.5 Payment** 

"Erosion/Water Pollution Control", lump sum

The lump sum contract price for "Erosion/Water Pollution Control" shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 8-01, except for costs compensated by Bid Proposal items listed below.

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

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

**END OF SECTION** 

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

# 8-02.3 Construction Requirements

This section is supplemented with the following:

#### **Site Restoration**

The Contractor shall restore the job site and any landscape items as directed by the Engineer, including but not limited to grass sod/seed, planting area preparation, topsoil with amendment, excavation, haul, disposal, grading, cultivating, gravel replacement, small and medium sized plantings, mulching, cleanup, and water necessary to complete the site restoration. The requirements of Section 8-02 shall apply.

# 8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation (per 2019-04-01 Amendment, typ.)

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(5)B Lawn Area Preparation (per 2019-04-01 Amendment, typ.)

Item 4. of this section is revised to read:

 Topsoil shall be cultivated to a depth of 6 inches. Rake to a smooth even grade without low areas that trap water and compact. The finished grade of the soil shall be 1 inch below the top of all curbs, junction and valve boxes, walks, driveways and other structures.

#### 8-02.3(6) Soil Amendments

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(8)C Pruning, Staking, Guying and Wrapping

This section is supplemented with the following:

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) Lawn Installation (per 2019-04-01 Amendment, typ.)

# 8-02.3(10)A Dates and Conditions for Lawn Installation) (per 2019-04-01 Amendment, typ.)

The first paragraph is revised to read:

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

March 1<sup>st</sup> – June 30<sup>th</sup> September 1<sup>st</sup> - October 25

# 8-02.3(10)B Lawn Seeding and Sodding (per 2019-04-01 Amendment, typ.)

This section is supplemented with the following:

Hydroseeding will be an allowed method for lawn installation. All permanent seeding areas shall be seeded with Low-Growing Turf Seed Mix:

Type of Seed	% by Weight
Dwarf tall fescue	45
Dwarf perennial rye	30
Red fescue	20
Colonial bentgrass	5

The rate of application shall be per manufacturer's recommendation.

Seeding fertilizer shall be per manufacturer's recommendation.

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

# 8-02.3(10)C Lawn Establishment (per 2019-04-01 Amendment, typ.)

This section is supplemented with the following:

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

#### 8-02.3(11) Mulch

This section is supplemented with the following:

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

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

#### 8-02.3(13) Plant Establishment

This section is supplemented with the following:

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

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

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

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

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

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

#### 8-02.3(14) Plant Replacement

This section is supplemented with the following:

The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor and materials warranty for all planted material. The warranty shall cause the Contractor to remove and replace all rejected plant material during the warranty period. The warranty period shall begin at the date of physical completion of the contract and end one calendar year from that date. Thus, plant establishment shall be included in the Contract price per each for the duration of the warranty and the Contract, whichever is the longer duration.

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

1	All replacement plants shall be of the same species and quality as the plants they replace. Plants may vary in size reflecting one season of growth should the Contractor
3	elect to hold plant material under nursery conditions for an additional year to serve as
4	replacement plants.
5	
6	Replacement plants will be subject to the original warranty provision as stated above.
7	0.00 4.84
8	8-02.4 Measurement
9	The first paragraph is revised to read:
10	<del>-</del> " ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' ' '
11	Topsoil, mulch and soil amendments will be measured by the cubic yard in the haul
12 13	conveyance at the point of delivery.
14	The seventh paragraph is revised to read:
15	Compost will be measured by the cubic yard in the haul conveyance at the point of
16	delivery.
17	<b>,</b>
18	8-02.5 Payment
19	This section is revised to read:
20	
21	"Site Restoration", by force account.
22	Compensation for Site Restoration shall be per Section 1-09.6, Force Account.
23	
24	
25	
26	END OF SECTION
27	

1 2 3	8-04 CURBS, GUTTERS, AND SPILLWAYS (******)
4 5	8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways The first paragraph is revised to read:
6 7 8	Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02.
9 10 11	Section 8-04.3 Construction Requirements is supplemented with the following:
12 13 14 15 16	(******) The foundation for curbs shall extend to 1 foot behind the back of curb and shall be minimum 6 inches in compacted thickness. The foundation material can be crushed surfacing top or base course, or recycled concrete aggregate.
17	8-04.3(6) Cold Weather Work
18 19 20	The following additional requirements for placing concrete shall be in effect from November 1 to April 1:
21 22 23 24 25 26	<ol> <li>The Engineer shall be notified at least 24 hours prior to placement of concrete.</li> <li>All concrete placement shall be completed no later than 2:00 p.m. each day.</li> <li>Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.</li> </ol>
27 28	8-04.5 Payment
29 30	This section is supplemented with the following:
31 32 33	(******) "Cement Conc. Traffic Curb and Gutter", per linear foot
34 35 36 37 38	The unit contract price per linear foot for "Cement Conc. Traffic Curb and Gutter" shall be full pay for all labor, tools, equipment, and materials required to construct all types of concrete curbs, curbs and gutters, including excavation, according to the Plans and these Specifications.
39	END OF SECTION
40 41 42	

1 2 3	8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES (April 1, 2018 Tacoma GSP)
5 5 6	8-06.3 Construction Requirements The first paragraph is revised to read:
7 8 9	Cement concrete driveway approaches shall be constructed with air entrained concrete Class 3000 conforming to the requirements of Section 6-02 or Portland Cement Concrete Pavement conforming to the requirements of Section 5-05.
10 11	This section is supplemented with the following sub-section:
12 13	8-06.3(1) Cold Weather Work
14 15 16 17	The following additional requirements for placing concrete shall be in effect from November 1 to April 1:
18 19 20 21 22	<ol> <li>The Engineer shall be notified at least 24 hours prior to placement of concrete.</li> <li>All concrete placement shall be completed no later than 2:00 p.m. each day.</li> <li>Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer.</li> </ol>
23 24	8-06.5 Payment
25 26	This section is revised to read:
27 28 29	Payment will be made in accordance with Section 1-04.1, for the following Bid item:
30 31 32	(******) "Cement Conc. Driveway Entrance", per square yard.
33 34 35 36 37	The unit contract price per square yard for "Cement Conc. Driveway Entrance" shall be full pay for all labor, tools, equipment, and materials required to construct concrete driveways in segments, and installing and removing a Temporary Driveway Access shall be included. All types of concrete driveway entrances are included in this bid item.
38 39	Excavation required for the construction of the driveway entrance shall be paid for under the unit contract price for pavement removal.
40 41 42 43	END OF SECTION

#### 8-14 CEMENT CONCRETE SIDEWALKS (\*\*\*\*\*) 8-14.3 Construction Requirements This Section is supplemented with the following: The Plans show the requirements, concepts, and general layout for the curb ramps and adjoining sidewalks. In particular City of Tacoma Standard Plans SU-05, SU-05A and SU-05B shall apply. The Engineer will field design curb ramp elevations and slopes in collaboration with the Contractor, and Field Adjustments shall apply in accordance with Section 2-03. The planned curb ramp areas are shaded on the Plan. 8-14.3(4) Curing The second sentence is revised to read: Curing shall be in accordance with Standard Specification 5-05.3(13). Section 8-14 is supplemented with the following: 8-14.3(20) Cold Weather Work The following additional requirements for placing concrete shall be in effect from November 1 to April 1: 4. The Engineer shall be notified at least 24 hours prior to placement of concrete. 5. All concrete placement shall be completed no later than 2:00 p.m. each day. 6. Where forms have been placed and the subgrade has been subjected to frost, no concrete shall be placed until the ground is completely thawed. At that time, the forms shall be adjusted and subgrade repaired as determined by the Engineer. 8-14.3(21) Thickened Edge for Sidewalk Thickened edge shall be constructed in accordance with the standard plan. 8-14.4 Measurement This section is supplemented with the following: "Cement Conc. Curb Ramp", shall be measured per each curb opening to the road. The measurement per each includes the detectable warning pattern. 8-14.5 Payment The pay item "Cement Conc. Sidewalk" is supplemented with the following: All additional costs related to the construction of thickened edges shall be included in the unit contract cost for "Cement Conc. Sidewalk".

This section is supplemented with the following:

"Cement Conc. Curb Ramp", per each

1	The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for
2	installing the complete curb ramps per Plans and Specifications, and as directed by the
3	Engineer, including ramps, landings, flares, wings, pedestrian curbs, and detectable
4	warning surfaces as specified.
5	
6	
7	END OF SECTION
8	
9	

1 2 3	8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL (August 14, 2019 GSP)
4 5	8-20.2 Materials
6	This section is supplemented with the following:
7 8 9	WSDOT Junction Box Type _, Locking Lid, shall conform to Section 9-29.2(1)
10 11 12 13 14 15	The Contractor shall warranty all electrical and mechanical equipment described in this section for satisfactory in service operation for one year following project acceptance. Warranty shall include troubleshooting, labor, materials and all other costs to bring the equipment to a satisfactory level of service. Normal maintenance is not included in the warranty.
16 17	8-20.2(1) Equipment List and Drawings This section is revised to read:
18 19 20 21 22	Within 20 days following execution of the Contract, the Contractor shall submit to the Engineer a completed "Request for Approval of Material" that describes the material proposed for use to fulfill the Plans and Specifications.
23 24 25 26	The Contractor shall submit Type 2 Working Drawings consisting of supplemental data, sample articles, or both, of the material proposed for use. Supplemental data includes such items as catalog cuts, product Specifications, shop drawings, wiring \diagrams, etc.
27 28 29 30 31	The Engineer's acceptance of any submitted documentation shall in no way relieve the Contractor from compliance with the safety and performance requirements as specified herein.
32	8-20.3 Construction Requirements
33 34	8-20.3(1) General
35 36	This section is supplemented with the following:
37 38 39 40	The Contractor shall call 24 hours prior for inspection before covering any underground conduit, prior to installing any detection loops, or placing concrete for foundations. For inspections, notify Traffic Signal/Streetlighting at (253) 591-5287.
41 42 43 44	Work shall be sequenced such that after the new signal is placed in operation, the Contractor shall remove any equipment not required for the operation of the new signal. The Contractor shall remove the old vehicle and pedestrian signal heads immediately after the new system is operational.

For new signals, the contractor shall provide a Portable Message Change Sign in each

direction and operate the PMCS for one week before, and one week after activating the

new signal. This work shall be paid for in accordance with Section 1-10.

Uniformed police officers shall be provided by the Contractor to direct traffic at any time the signal is not in normal operation. This work shall be paid for in accordance with Section 1-10.

The following existing and temporary equipment shall be deconstructed/removed by the Contractor and delivered to the City of Tacoma Signal/Streetlight Shop located at 3401A South Orchard Street. Care shall be exercised in removing and salvaging the equipment. Any equipment damaged during removal, hauling, and stockpiling shall be repaired or replaced by the Contractor at no expense to the City.

All signal heads and mounting hardware

Flashing beacons, and flasher control panel

Steel poles, mast arms, and hardwareAluminum poles, mast arms, and hardware

Controller cabinets and all internal hardware and wiring

 Vehicle detection systems, including video, microwave, and infrared systems, and associated hardware

All Opticom equipment or other preemption and priority equipment.

LED luminaries, LED retrofit kits, and LED lamps

Ornamental/Decorative fixtures and poles/posts
 Pedestrian signals, poles, and pushbuttons.

Signs, brackets, and hardware

 Locking junction box security lids, security bolts, and all other wire theft deterrent security hardware

All other equipment shall be removed of and disposed of by the Contractor, including but not limited to the following:

Wood poles

All wiring outside of the controller cabinetLoops

Non-LED cobra-head fixtures

# 8-20.3(1)A Temporary Lighting

The Contractor shall schedule the work to minimize the outage between any existing lights and new lights. The Contractor shall allow ample time for City forces to provide and install the temporary lighting before the existing lighting is removed from service. All materials and equipment provided by the City for the temporary lighting shall be owned by the City.

# 8-20.3(4) Foundations

 This section is supplemented with the following:

 Breakaway Base Connection brackets for pedestrian pushbutton poles (Type PPB) shall be installed with the flanges parallel to the traveled way, as shown on WSDOT standard plan J-20.15-03.

Anchor bolts for streetlight standards and for strain poles shall extend a minimum of two threads and a maximum of six threads above the top heavy-hex-nut. A minimum of three threads shall remain between bottom of the leveling hex-nut and the top of the foundation.

Foundations shall be excavated using an auger and poured against undisturbed material unless otherwise approved by the Engineer. Vacuum excavation should be used where there is a possibility of conflict with utilities or other facilities.

Forming the foundation with galvanized culvert pipe or similar forming methods will only be allowed when soil conditions or other factors make this method of construction necessary and is approved by the Engineer. Biodegradable forming tubes shall be fully removed from the cured concrete prior to backfilling. When using culvert or tubes, the following backfill requirements will apply. The area between the form and undisturbed material shall be filled with CDF. For lightly loaded installations and only with the approval of the Engineer, Crushed Surfacing Top Course meeting the requirements of Section 9-03.9(3) may be used. Placement shall be in accordance with Section 2-09.3(1)E and shall be backfilled and compacted in the presence of the Engineer.

#### 8-20.3(5) Conduit

#### 8-20.3(5)A General

As soon as the mandrel has been pulled through, both ends of the conduit shall be sealed in an approved manner. Location wire, in conformance with 9-29, shall be installed in <u>all</u> empty conduits. At least three (3) feet of the location wire shall be neatly coiled and secured to the conduit in the same manner as is shown in Washington State Department of Transportation Standard Plan J-28.70-01, Details A and B.

#### 8-20.3(5)B Conduit Type

 This section is supplemented with the following:

This section is supplemented with the following:

Conduit under driveways and other vehicular access ways shall be Schedule 80 high-density polyethylene (HDPE), Schedule 80 PVC, or rigid metal conduit (RMC)

 Conduit installed in a joint trench, with power, and that is installed a minimum of 36-inches from finished grade may utilize Schedule 40 PVC in lieu of Schedule 80 PVC. This allowance shall not be construed to permit the use of dissimilar materials in a single run.

Pole riser conduit material types shall be in accordance with applicable City of Tacoma standard plans.

#### 8-20.3(5)D Conduit Placement

 This Section is supplemented with the following:

 Conduit terminating in pole foundations shall extend to 3 inches below the pole handhole.

 Conduit terminating in controller foundations shall terminate 1 inch above the foundation.

#### 8-20.3(5)E1 Open Trenching

Subsection 5 is revised to read:

5. Trenches located within the paved roadway shall be backfilled with 3 inches of sand over the conduit, followed by material meeting the requirements of Section 9-03.12(3). Compaction shall be in conformance with Section 2-09.3(1)E. All street cuts shall be repaired in accordance with the standard plans.

This section is supplemented with the following new Subsections:

- 6. Where multiple conduit are installed in the same trench, the trench shall be of sufficient width to accommodate all conduit, with a minimum 3-inch separation between each conduit, and a minimum clearance of 1-inch on the sides of the trench. When conduit is laid horizontal to one another, the conduit shall be laid at the same elevation, parallel with one another. When conduit is laid vertically in the same trench, conduit spacers shall be used to maintain the 3-inch separation. Spacers shall be installed in accordance with the manufacturer's recommendations for conduit of that size and type. Additional spacers shall be required where the supported conduit is sagging more than 20% of the nominal diameter of the conduit.

7. In all conduit trenches, metallic, detectible, utility warning tape shall be placed at twelve (12) inches below final grade.

#### 8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes

This section is supplemented with the following:

Unless otherwise specified in the plans, or as otherwise directed by the engineer, all junction boxes exposed to vehicular traffic shall be Heavy-Duty. Field adjustment of junction boxes, which cause junction boxes to be installed within an intersection radius and within four feet of the curb face may be required to be Heavy-Duty. Final placement and type of all junction boxes within an intersection shall be as directed by the Engineer.

Adjacent junction boxes shall be separated by a minimum of three-inches.

Concrete meeting the requirements of 6-02.3(2)B shall be placed surrounding all junction boxes except as otherwise provided for below. Concrete shall be flush with the top of the junction box and the adjacent improvements. Concrete shall be cast in place. Junction boxes shall be secured with the concrete border as follows:

- 1. When the junction box is located within a concrete or asphalt section and is located a minimum of 12-inches from the edge of the section, a concrete border will not be required.
- 2. Where junction boxes are located within 12-inches from the edge of the concrete or asphalt section, the junction box shall secured on all sides with a minimum 12-inch wide, 6-inch deep concrete section. Concrete shall be finished in the same manner as the adjacent concrete where applicable.

3. Where junction boxes are located within a planter strip, a landscaped area, or other non-hardened surface, the junction box shall be bordered on all sides with a minimum 6-inch wide, 12-inch deep concrete section flush with the top of the junction box.

# 8-20.3(7) Messenger Cable, Fittings

The second paragraph of this section is deleted.

This section is supplemented with the following:

Cable ties shall be used to neatly secure the signal cable to the span wire at 10-inch centers and shall be tightened at top. Excess tie material shall be completely cut off. The signal control cable shall be below the span wire and shall be straight with no twisting or spiraling.

A minimum 5% sag shall be provided in the span wire when fully loaded with all vehicular signal heads, unless otherwise directed by the Engineer.

#### 8-20.3(8) Wiring

The third paragraph is revised to read:

All splices in underground illumination circuits, induction loop circuits, and magnetometer circuits shall be installed at junction boxes. The only splice allowed in an induction loop circuit shall be the shielded cable to loop wire splice. The only splice allowed in a magnetometer circuit shall be the probe lead-in cable to the magnetometer cable splice.

Induction loop splices and magnetometer splices shall be heat shrink type with moisture blocking material, sized for the conductors. Magnetometer and induction loop splices shall be soldered. The end of the sheathing shall be sealed with a heat shrink insulator.

The fourth paragraph is revised to read:

Signal wiring shall be in conformance with the following:

- All termination for traffic signal control systems shall be in accordance with City of Tacoma Standard Plan TS-15.
  - All signal wiring shall be 5-conductor or 2-conductor 14 gauge stranded copper wire unless otherwise shown in the plans.
  - For 5-section and bimodal heads, 2-5c-14 gauge conductors shall be utilized.
  - 5c wire shall not be split between high voltage and low voltage. Where a pedestrian head and a pedestrian push button share a common pole, a separate 2c shall be pulled in for the push button.
  - A single 5c may be split between two pedestrian heads on a common pole with a jumper across the neutral.
  - Opticom and detection wiring shall be per manufacturer's recommendations.

Field wiring of the cabinet shall be done by City of Tacoma Signal Electricians after all wiring has been pulled into the cabinet and properly labeled with a temporary label consisting of white electricians tape with permanent marker. The Contractor shall provide a detailed description/key of all temporary labeling. The cabinet and labeling shall be inspected by the Signal/Streetlight inspector prior to cabinet wiring. The Contractor shall allow five working days for City Electricians to field wire the cabinet after

the inspection is complete. Improper or incorrect labeling requiring additional effort by the City may result in additional time required by City forces to wire the cabinet.

The fifth paragraph is revised to read:

Splices and taps on underground and overhead circuits shall be made with solderless crimp connectors, installed with an approved tool designed for the purpose, to securely join the wires both mechanically and electrically. Splices and taps will be sealed in accordance with this section.

The seventh paragraph is revised to read:

Aerial illumination splices shall be taped with thermoplastic electrical insulating tape equivalent to the original wire insulation rating and thickness. It shall be well lapped over the original insulation.

The eighth paragraph is revised to read:

All splices in junction boxes and handholes shall be taped and sealed with an electrical coating. Tape splice insulation shall consist of thermoplastic electrical insulating tape equivalent to the original wire insulation rating and thickness. It shall be well lapped over the original insulation and moisture resistant electrical coating shall be applied and allowed to dry. Two layers of thermoplastic tape will then be applied, followed by a second layer of moisture resistant electrical coating.

The ninth paragraph is revised to read:

Illumination cable in light standards shall be #10 AWG USE or "Pole and Bracket" cable, as specified in Section 9-29.3(2)D of the Standard Specifications.

The tenth paragraph is revised to read:

32 F 33 te 34 le

Fifteen (15) feet of slack cable shall be provided at the controller end of all cables terminating in the controller cabinet. A minimum of three (3) feet of slack cable shall be left at all strain poles and junction boxes.

#### 8-20.4 Measurement

This section is revised to read:

"Traffic Signal Modification, Pacific Ave & S 46th St, lump sum" shall be no specific unit of measurement, but measurement will be for the sum total of all items for a complete system to be furnished and installed in accordance with approved methods, the Plans, the Special Provisions, and these Specifications. Including:

Sawcutting and replacement of existing pavement required shall be incidental to the lump sum items and no separate measurement will be made.

Conduit zone bedding shall be incidental to the lump sum items and no separate measurement will be made.

1 Removal, relocation, and salvage of existing traffic signal equipment and signs where 2 required shall be incidental to the lump sum items and no separate measurement will be 3 made. 4 5 Temporary surface restoration items required for resuming pedestrian and vehicular 6 traffic prior to the final surfacing, including crushed rock with cold mix asphalt shall be 7 incidental to the lump sum items and no separate measurement will be made. All 8 pavement removal, replacement, and restoration shall be in accordance with the City's Standard Plans and City of Tacoma Right-of-Way Restoration Policy. All cost for this 9 10 work shall be incidental to the lump sum items. 11 12 "WSDOT Junction Box, Type , Locking Lid" shall be measured per each junction box 13 installed. 14 15 8-20.5 Payment 16 This section is supplemented with the following: 17 18 "Traffic Signal Modification, Pacific Ave & S 46th St", lump sum 19 The lump sum Contract price for the "Traffic Signal Modification, Pacific Ave & S 46th St 20 shall be full pay for the construction of the complete modification to the assessible 21 pushbuttons and associated equipment, as described above and shown in the Plans, 22 and herein specified, including excavation, backfilling, concrete foundations, conduit, 23 wiring, signage, restoring facilities as required and destroyed or damage during 24 construction, salvaging existing materials, and for making all required tests and 25 programming. All additional materials and labor, not shown in the plans or called for 26 herein and which are required to complete the signal system, shall be included in the 27 lump sum Contract price. 28

"WSDOT Junction Box, Type \_\_\_, Locking Lid", per each

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30

31 32

33

34 35 36

37 38 The Contract unit price per each for "WSDOT Junction Box, Type \_\_\_, Locking Lid" shall be full compensation for removal and disposal of the existing junction box, supplying the new junction box, installing and adjusting the new junction box to grade.

**END OF SECTION** 

# 8-22 PAVEMENT MARKING (\*\*\*\*\*)

2 3 4

1

#### 8-22.2 Materials

5 6 The Section is supplemented with the following:

7 8

All plastic shall be MMA, Plastic Type D-1 in accordance with Section 9-34.3(4). The applied markings shall be very durable, oil and grease impervious, and provide immediate and continuing retro-reflectivity.

9 10 11

Materials used for curb paint shall be the same as for pavement marking paint per Section 9-34.2.

12 13

#### 8-22.3 Construction Requirements

14 15

## 8-22.3(3)E Installation

16 17

The Section is supplemented with the following for applying Type B material:

Type B – Pre-formed Fused Thermoplastic

18 19 20

21

22

Effective Performance Life: When properly applied, in accordance with manufacturer's instructions, the preformed marking materials shall be neat and durable. The markings shall remain skid resistant and show no lifting, shrinkage, tearing, roll back, or other signs of poor adhesion.

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Packaging: The flexible preformed marking material, for use as transverse or bike symbols as well as legends, shall be available in flat form material up to a maximum of 2 foot width by 4 foot length. The material shall be packed in suitable cartons clearly labeled for ease of identifying the contents. Packaging shall not use plastic liners within to separate material from itself. Product packaging shall identify part number and mil thickness.

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Material Replacement Provisions: Any properly applied preformed marking materials that show material failure within a period of one year from date of application shall be replaced by the supplier.

Installation: The preformed marking materials shall be applied in accordance with the manufacturer's recommendations on clean and dry surfaces. New Portland concrete cement surfaces must be sandblasted to entirely remove curing compound. Marking configuration shall be in accordance with the "Manual on Uniform Traffic Control Devices," where applicable.

39 40 41

Fusion: The preformed marking materials shall be fusible to the pavement by means of a propane torch recommended by the manufacturer.

42 43 44

**Technical Services:** The supplier shall provide technical services as may be required.

45 46

# 8-22.3(4) Tolerances for Lines

47 48

The allowable tolerance for "Length of Line" is revised to read:

49

**Length of Line:** The longitudinal accumulative error within a 32-foot length of skip stripe shall not exceed plus or minus 1 inch.

1	8-22.4 Measurement
2	The last sentence of the sixth paragraph is revised to read:
3	
4	Crosswalk lines will be measured by the linear foot of marking installed.
5	
6	8-22.5 Payment
7	This section is supplemented with the following:
8	
9	"Plastic Crosswalk Line", per linear foot.
10	•
11	"Remove Paint Line", per linear foot.
12	•
13	"Remove Traffic Marking," per each.
14	5, 1
15	END OF SECTION
16	
17	
- '	

2	9-28 SIGNING MATERIALS AND FABRICATION (******)
3	
4	9-28.1 General
5 6	The second sentence of the first paragraph is hereby revised to read:
7 8	Permanent signs which measure 36 inches or less on a side and are to be mounted on a single post shall be constructed of single 0.080-inch aluminum panels.
9	single post shall be constructed of single close mon diaminam pariole.
10 11	The third sentence of the first paragraph is hereby deleted.
12	9-28.9 Fiberglass Reinforced Plastic Signs
13	This section is deleted in its entirety.
14	
15	
16	
17	
18	END OF SECTION
19	
20	

## 9-29 ILLUMINATION, SIGNALS, ELECTRICAL (August 14, 2019 Tacoma GSP)

2 3 4

5

6

1

# 9-29.1(6) Detectable Underground Warning Tape

This section is supplemented with the following: For electrical circuits detectable underground warning tape shall be high visibility red,

7 9

with continuous legend of "Caution Electric Line Buried Below" or equal. The warning tape shall be polyethylene with a metallic backing. The polyethylene shall be a minimum 3 inches wide, 4 mils thick.

10 11 12

#### 9-29.2 Junction Boxes, Cable Vaults and Pull Boxes

13 14

15

Unless otherwise specified, all junction boxes containing illumination and signal control cable shall be Type 1, Standard Duty with alternate 2 locking lid per state standard plan J-40.10-02.

16 17 18

Unless otherwise specified, all junction boxes containing interconnect cabling shall be Type 2, Standard Duty with alternate 2 locking lid per state standard plan J-40.10-02.

19 20 21

22

# 9-29.3 Fiber Optic Cable, Electrical Conductors, and Cable

This section is supplemented with the following:

23 24

Where not otherwise specified, all wiring shall meet standard of the industry for the application employed. Wiring shall be consistent with manufacturers' recommendations and meet all applicable codes.

26 27 28

25

#### 9-29.3(2) A Single Conductor

29 30

#### 9-29.3(2)A2 Grounding Electrode Conductor This section is supplemented with the following:

31 32 33

Grounding electrode conductor shall be minimum #8 AWG unless otherwise shown in the plans. When the ground is pulled through a conduit, the wire shall be insulated. Color tape marking shall not be acceptable for marking the ground.

#### 9-29.3(2)A3 Equipment Grounding and Bonding Conductors

This section is supplemented with the following:

38 39 40

41

Equipment grounding shall be minimum #8 AWG unless otherwise shown in the plans. When the ground is pulled through a conduit, the wire shall be insulated. Color tape marking shall not be acceptable for marking the ground.

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#### 9-29.3(2)B Multi-Conductor Cable

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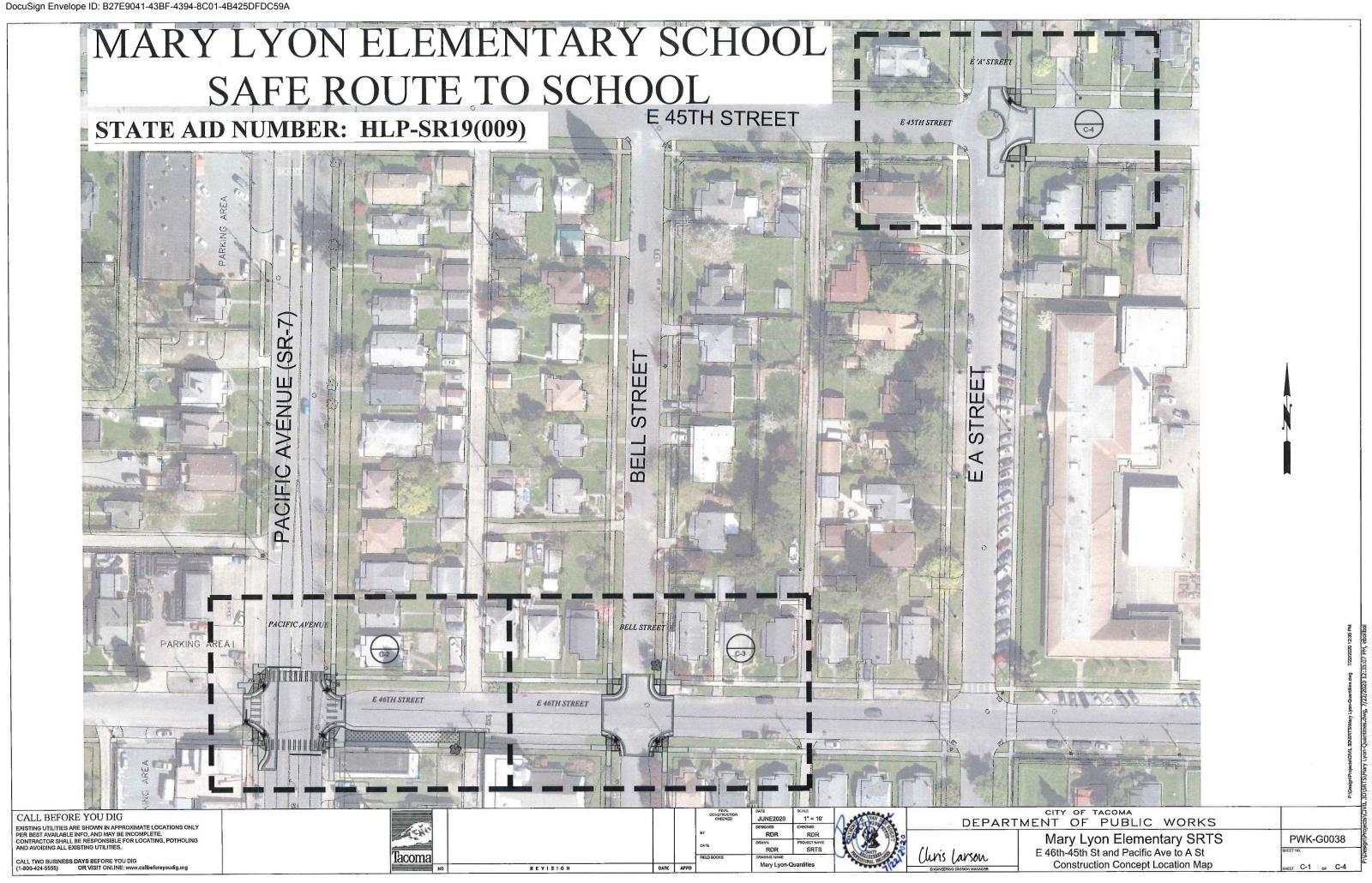
This section is supplemented with the following:

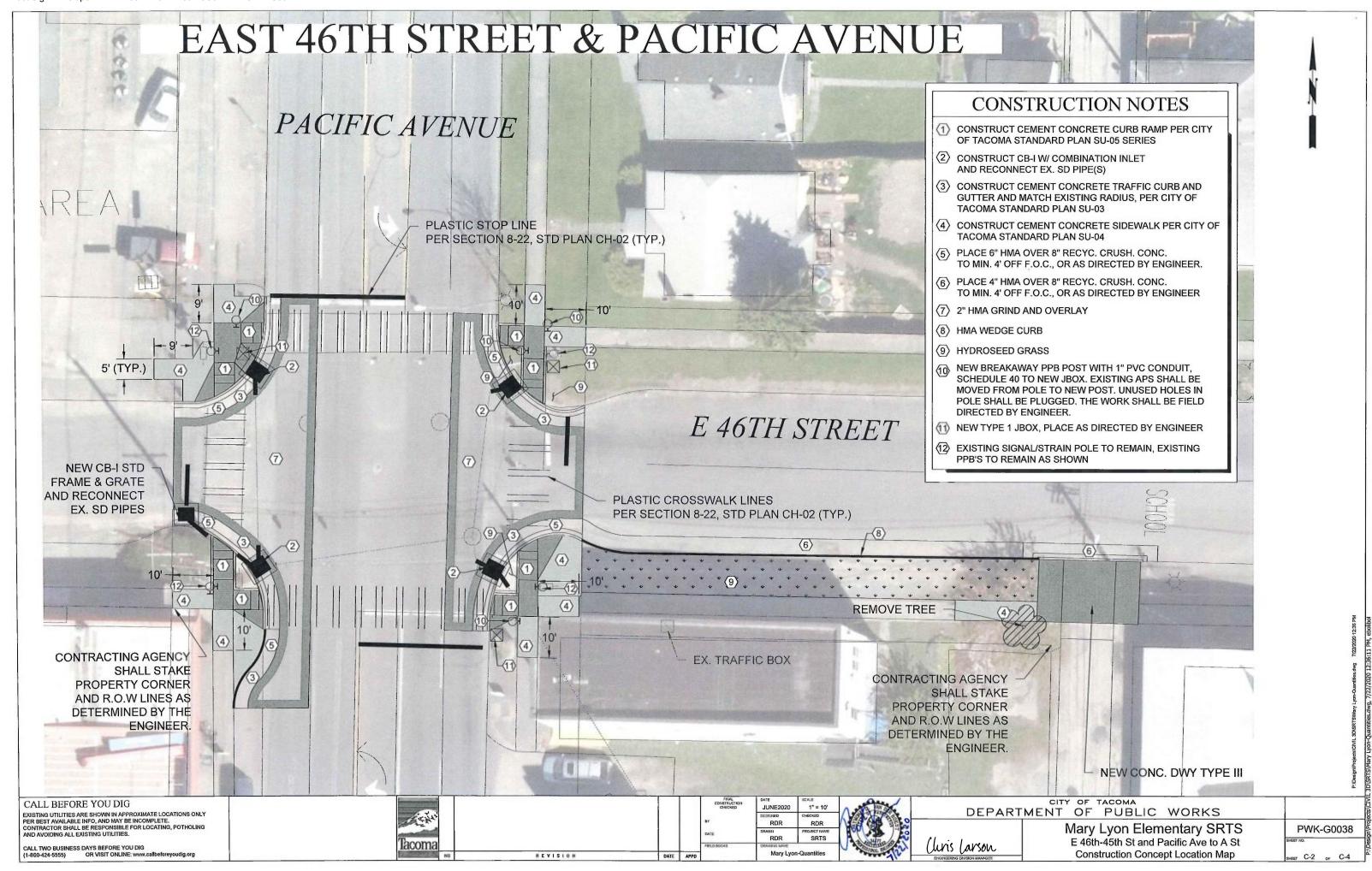
46 47 48

Two-conductor through 10-conductor unshielded signal control cable, shall have stranded copper conductors, size AWG 14, and shall conform to International Municipal Signal Association (IMSA) signal cable 20-1.

1	9-29.2(4) Cover Markings
2	The second paragraph of this section is revised to read:
3	
4	Covers shall be marked or embossed with "LT" for boxes containing illumination circuits.
5	Covers shall be marked or embossed with "TS" for boxes containing traffic signal circuits
6	
7	9-29.6(5) Foundation Hardware
8	This section is supplemented with the following:
9	All pedestrian pushbutton poles (Type PPB) shall be installed utilizing a Breakaway
10	Base Connection system in conformance with WSDOT standard plan J-20.15-03.
11	Bracket shall be sized to accommodate a standard push button pole with an outside
12	diameter of 3.5-inches. Anchor bolt receivers shall be installed at 2-3/4-inch by 7-15/16
13	inch on center.
14	
15	9-29.19 Pedestrian Push Buttons
16	This section is supplemented with the following:
17	
18	Pushbutton systems shall be fully compliant with Accessible Pedestrian System
19	requirements as defined by the American with Disabilities Act. Pushbutton systems shall
20	be two wire systems (four wire systems shall not be permitted).
21	
22	Unless otherwise specified, the pedestrian push button central control unit shall be
23	Polara shelf mount control unit capable of communication through a SDLC cable (Polara
24	Model iCCU-S).
25	
26	Push buttons stations shall be Polara - iN2 series with the following options:
27	1. 9x12 Front Plate Adapter
28	2. 9x12 Faceplate compliant with MUTCD R10-3b
29	3. No braille on Face Plate
30	4. Custom Messages
31	5. Black Button Cover
32	
33	Extenders may be required for locations where the APS buttons are not within an
34	acceptable reach. Extenders or adapters may be required to accommodate the size of
35	the faceplates for locations where two pushbuttons are mounted to the same pole.
36	
37	END OF SECTION
38	
39	
40	
41	END OF SPECIAL PROVISIONS

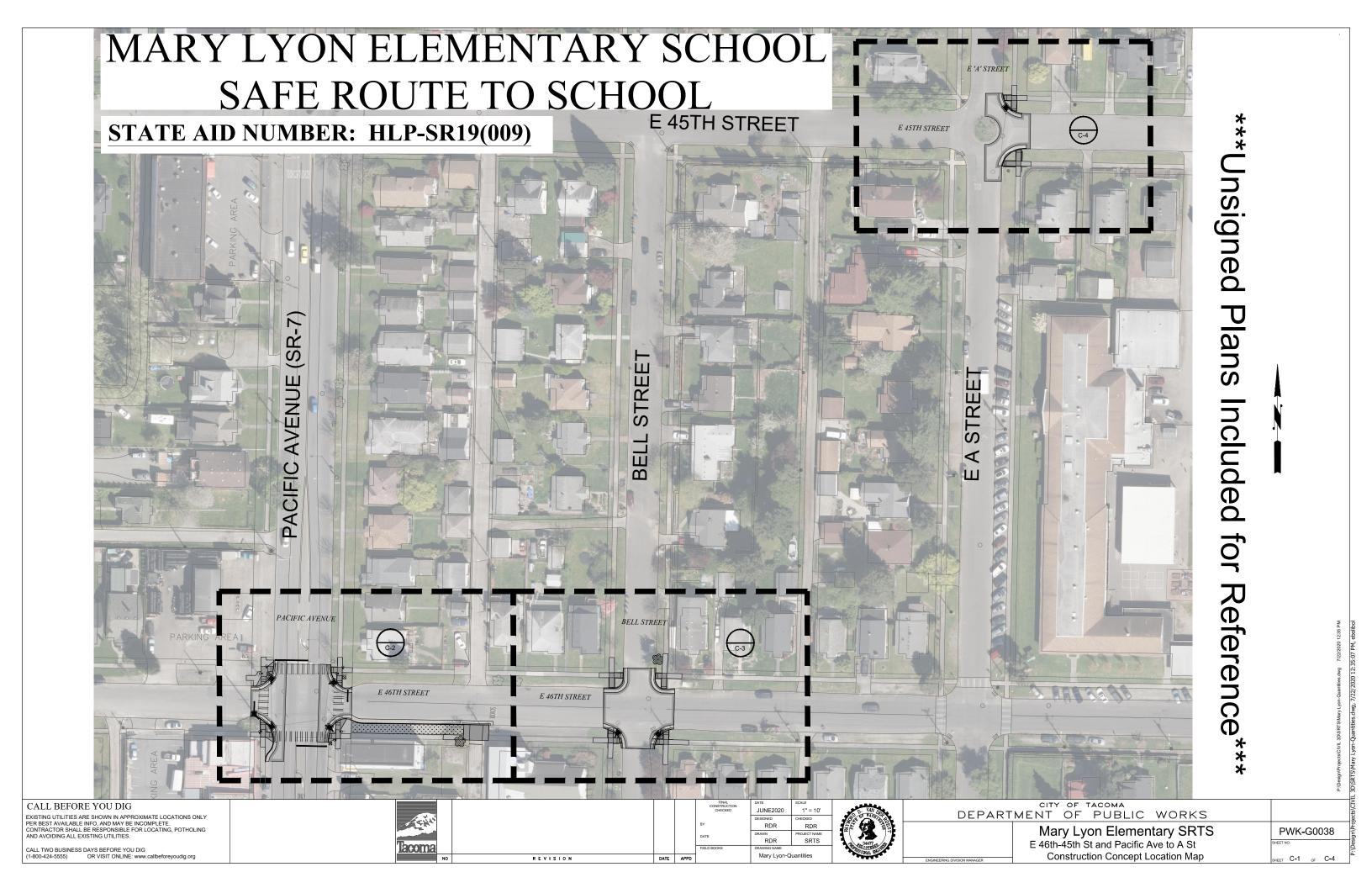
# APPENDIX A CITY OF TACOMA PROJECT PLAN SHEETS

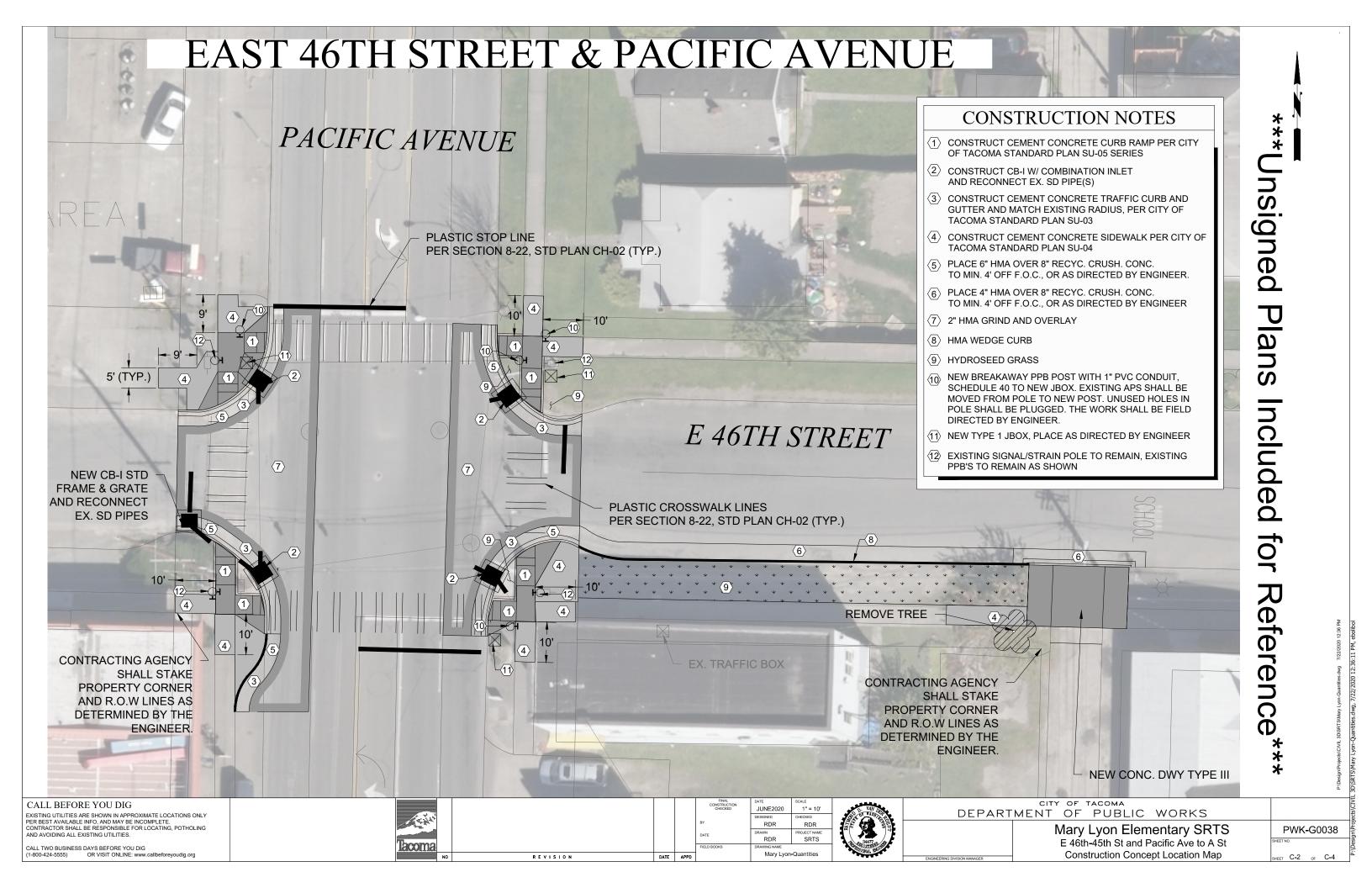








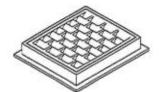




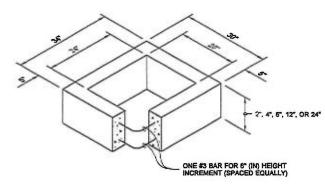




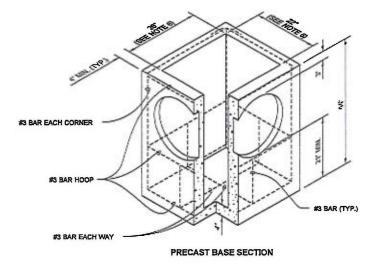
# APPENDIX B CITY OF TACOMA & WSDOT STANDARD PLANS



FRAME AND VANED GRATE



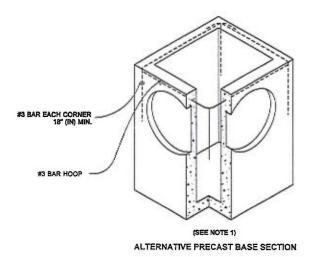
RECTANGULAR ADJUSTMENT SECTION



PIPE ALLOWA	NCES	
PIPE MATERIAL	MAXIMUM INSIDE DIAMETER (INCHES)	
REINFORCED OR PLAIN CONCRETE	12"	
ALL METAL PIPE	15"	
CPSSP * (STD, SPEC, SECT. 9-05.20)	12"	
SOLID WALL PVC (STD. SPEC. SECT. 9-05.12(1))	15"	
PROFILE WALL PVC (STD. SPEC. SECT. 9-05,12(2))	15	

\* CORRUGATED POLYETHYLENE STORM SEWER PIPE

- 1. As acceptable alternatives to the rebar shown in the PRECAST BASE SECTION, fibers (placed according to the Standard Specifications), or wire mesh having a minimum area of 0.12 square inches per foot shall be used with the minimum required rebar shown in the ALTERNATIVE PRECAST BASE SECTION. Wire mesh shall not be placed in the knockouts.
- 2. The knockout diameter shall not be greater than 20" (in). Knockouts shall have a wall thickness of 2" (in) minimum to 2.5" (in) maximum. Provide a 1.5" (in) minimum gap between the knockout wall and the outside of the pipe. After the pipe is installed, fill the gap with joint mortar in accordance with Standard Specification Section 9-04.3.
- 3. The maximum depth from the finished grade to the lowest pipe invert shall be 5' (ft).
- 4. The frame and grate may be installed with the flange down, or integrally cast into the adjustment section with flange up.
- 5. The Precast Base Section may have a rounded floor, and the walls may be sloped at a rate of 1:24 or steeper.
- 6. The opening shall be measured at the top of the Precast Base Section.
- 7. All pickup holes shall be grouted full after the basin has been placed.



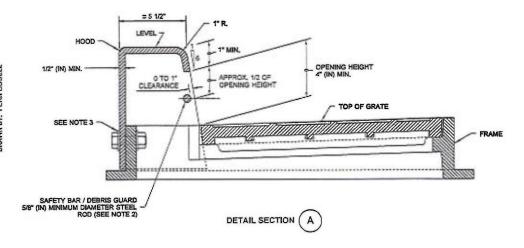


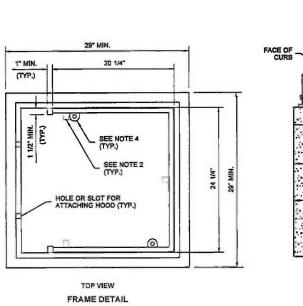
**CATCH BASIN TYPE 1** 

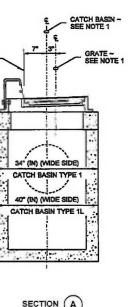
STANDARD PLAN B-5,20-02

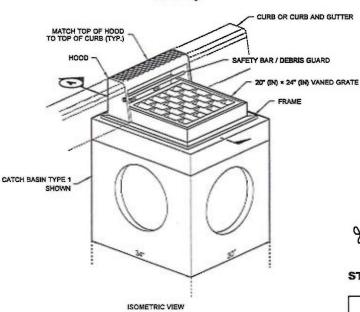
SHEET 1 OF 1 SHEET

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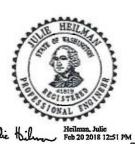




COMBINATION INLET FRAME, HOOD, AND VANED GRATE

### NOTES

- This inlet requires the precast catch basin unit to be rotated 90 degrees so that the narrow side is parallel to the curb line. When calculating offsets from curb to centerfine (CL) of the precast catch basin, please note that the CL of the grate is not the CL of the precast catch basin. See Section A.
- 2. The dimensions of the frame and hood may vary slightly among different manufacturers. The Frame may have cast features intended to support a debris guard. Hood units may be mounted inside or outside of the frame. The methods for fastening the safety bar / debris guard rod to the hood may vary. The hood may include casting lugs. The top of the hood may be cast with a pattern.
- Attach the hood to the frame with two 3/4" (in) x 2" (in) hex head bolts, nuts, and oversize
  washers. The washers shall have diameters adequate to ensure full bearing across the slots.
- 4. Bolt-down capability is required on all frames, grates and covers, unless specified otherwise in the Contract. Provide two holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) 11 NC × 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt down holes varies by manufacturer. See BOLT-DOWN DETAIL, Standard Plan B-30.10.
- Only ductile iron Vaned Grates shall be used. See Standard Plans B-30.30 and B-30.40 for grate details. Refer to Standard Specification Section 9-05,15(2) for additional requirements.
- This plan is intended to show the installation details of a manufactured product. This plan is not intended to show the specific details necessary to fabricate the castings depicted in this drawing.



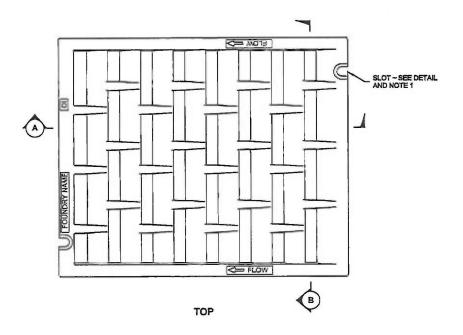
COMBINATION INLET

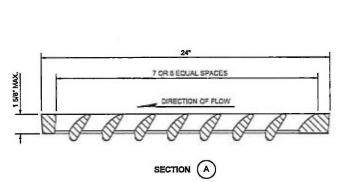
### STANDARD PLAN B-25.20-02

SHEET 1 OF 1 SHEET



STATE DESIGN ENGINEER
Washington State Department of Transportation

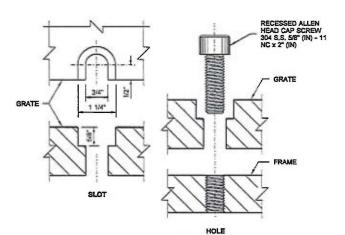




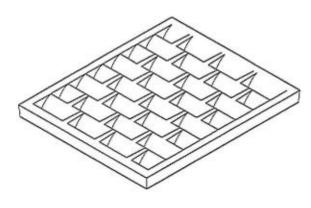
# SECTION (B)

### NOTES

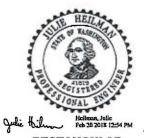
- Bolt-down capability is required on all frames, grates, and covers, unless specified otherwise in the Contract. Provide 2 holes in the frame that are vertically aligned with the grate or cover slots. The frame shall accept the 304 Stainless Steel (S.S.) 5/8" (in) - 11 NC x 2" (in) allen head cap screw by being tapped, or other approved mechanism. Location of bolt-down holes varies by manufacturer.
- Refer to Standard Specification Section 9-05.15 and 9-05.15(2) for additional requirements.
- 3. For frame details, see Standard Plan B-30.10.



BOLT-DOWN DETAILS SEE NOTE 1



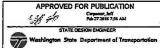
ISOMETRIC



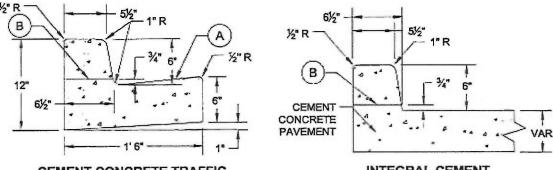
## RECTANGULAR VANED GRATE

### STANDARD PLAN B-30.30-03

SHEET 1 OF 1 SHEET

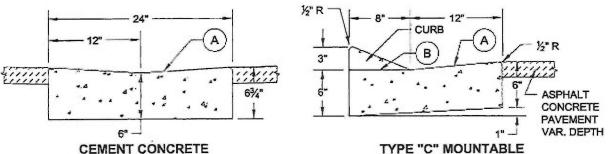


- When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.
- B Flush with gutter pan at curb ramp entrance or 3/4" vertical lip at driveway entrance.

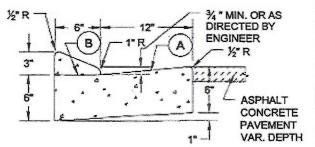


# CEMENT CONCRETE TRAFFIC CURB & GUTTER

INTEGRAL CEMENT
CONCRETE TRAFFIC CURB



TYPE "C" MOUNTABLE
CEMENT CONCRETE CURB & GUTTER



TYPE "D" MOUNTABLE
CEMENT CONCRETE CURB & GUTTER

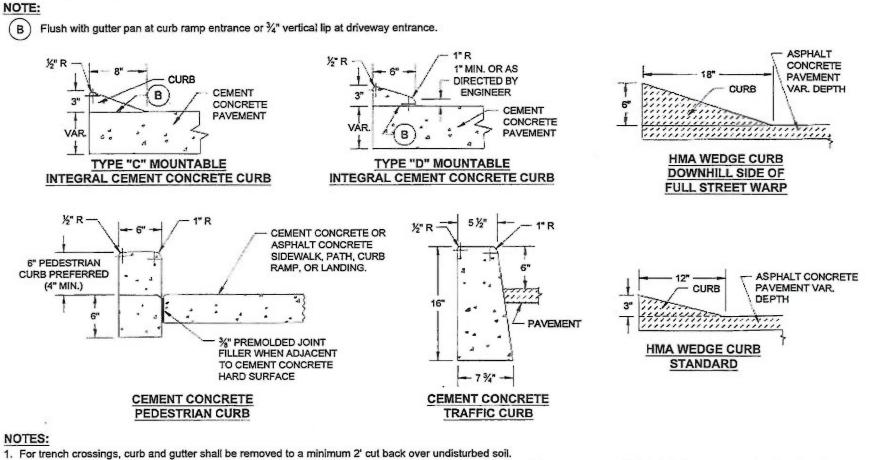
### NOTES:

- 1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
- 2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
- 3. All joints shall be saw cut full depth prior to restoration and 3/8" expansion joint installed.
- 4. Concrete finish shall match existing.
- 5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
- 6. Foundations shall be fully compacted prior to form placement.

VALLEY GUTTER

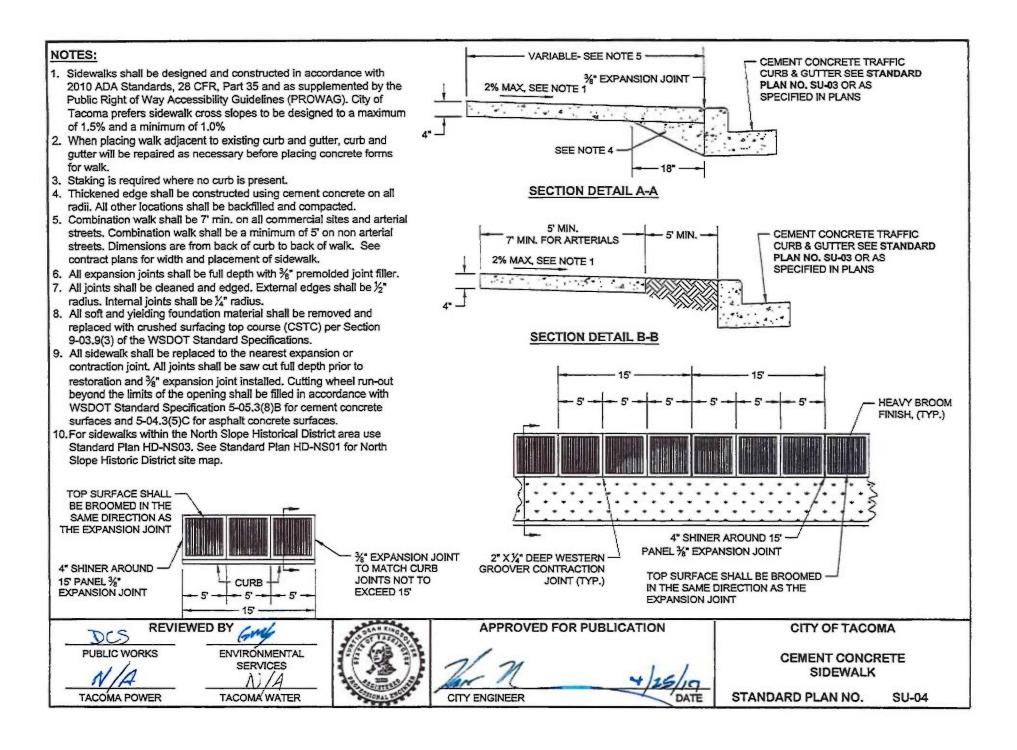
7. Unsuitable foundation shall be replaced with 5/8" crushed surfacing top course.





- 2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
- 3. All joints shall be saw cut full depth prior to restoration and \%" expansion joint installed.
- 4. Concrete finish shall match existing.
- 5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
- 6. Foundations shall be fully compacted prior to form placement.
- 7. Unsuitable foundation shall be replaced with \( \frac{5}{8} \) crushed surfacing top course.





### **GENERAL NOTES:**

- Provide a separate directional curb ramp for each marked or unmarked crosswalk. Directional curb ramps are preferred over 45 degree ramps. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown on the Contract Plans. The curb ramp centerline shall be parallel to the direction of the crossing. Forty-five (45) degree curb ramps shall be installed only after approval by the City's ADA Coordinator or the Street Operations Division Manager.
- Where "GRADE BREAK" is called out, the entire length of the grade break between the two adjacent surface planes shall be flush and perpendicular to the direction of travel. There shall be no vertical discontinuity between the base of curb ramp and gutter line.
- 3. Do not place grates, junction boxes, access covers, or other appurtenances in front of the curb ramp or on any part of the curb ramp or turning space. Placement on or in front of ramp flares is allowed.
- See Contract Plans for the curb design specified. See Standard Plan SU-03 and SU-03A for Curb, and Curb and Gutter Details.
- 5. A thickened edge shall be constructed to full depth of adjacent curb along entire curb radius.
- For sidewalk and curb ramps within the North Slope Historical District area see North Slope Historic District Site Map, HD-NS01. Apply Lamp Black 1lb. per cubic yard of cement concrete or as required for discoloration in accordance with ASTM D209-81 Standard Specifications for Lamp Black pigment.
- The running slope of a curb ramp shall not exceed 8.3% but does not require the ramp length to exceed 15 feet to avoid chasing the slope indefinitely when connecting to steep grades.
- 8. Curb ramp, turning space and flares shall receive a broom finish, see WSDOT Standard Specifications 8-14.
- Return curbs, (pedestrian curbs), may only be used with landscaping or railing. Return curbs, (pedestrian curbs), shall not be used to prevent pedestrians from crossing streets.
- 10. All curb ramp designs shall be stamped by a Washington State licensed Professional Engineer. If meeting the current design standards is not possible, curb ramps shall be constructed to the maximum extent feasible as indicated by an Engineer's note on the stamped drawings. Rationale supporting the design variance shall be provided by the Engineer and shall include a description of the scope of work, the site-specific factors affecting compliance, and the measures implemented to improve compliance.
- 11. Pedestrian traffic should be aligned to the receiving curb ramp. The existing curb ramps shall be evaluated using criteria in the City's Curb Ramp Installation Matrix.
- 12. Consult the City's Curb Ramp Installation Matrix and the Right Of Way Restoration Policy for additional requirements.
- 13. Conduit for APS equipment shall be installed during curb ramp construction at all signalized intersections and at intersections where signalization is anticipated within the next 6 years. Coordinate with Public Works - Engineering, Traffic Section.
- 14. A Pedestrian Accessibility Control Plan shall be developed in conjunction with each project-specific Temporary Traffic Control Plan for all work in the ROW.
- 15. Pedestrian traffic shall NOT be directed behind the stop bar.
- 16. Curb ramp alignment should be consistent with crosswalk alignment
- 17. Curb ramp shall be 5' minimum in width.
- Catch basins shall be located upstream of curb ramps outside of flare/wing for new construction or when performing storm sewer upgrades.
- 19. For constructability purposes, the City recommends designing to less than the maximum allowable slopes.

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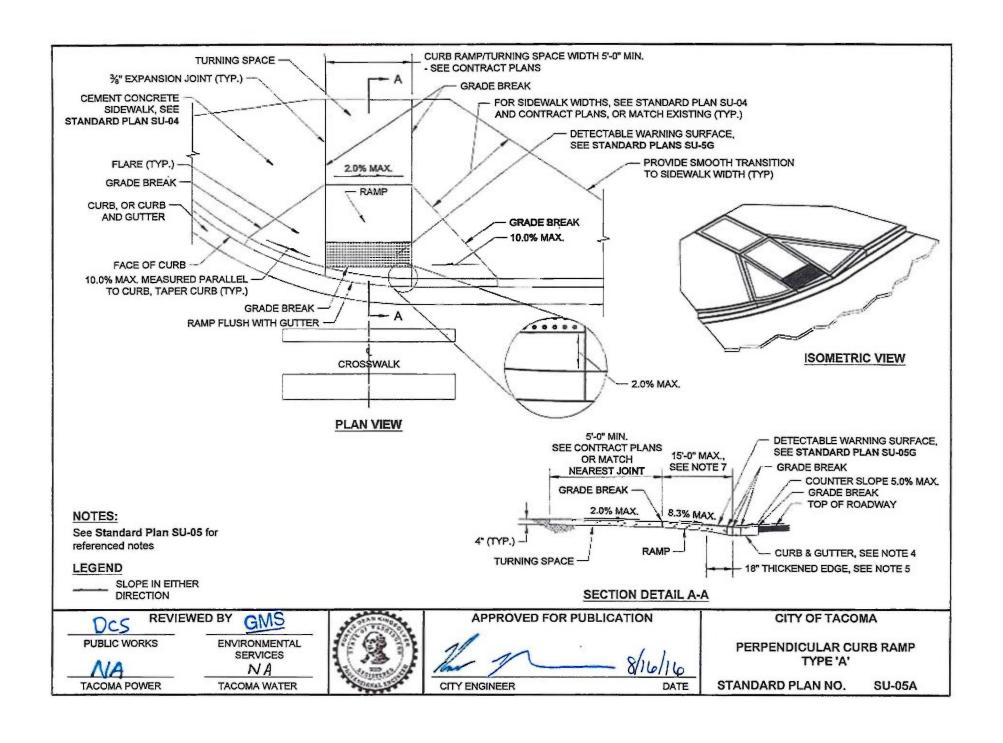
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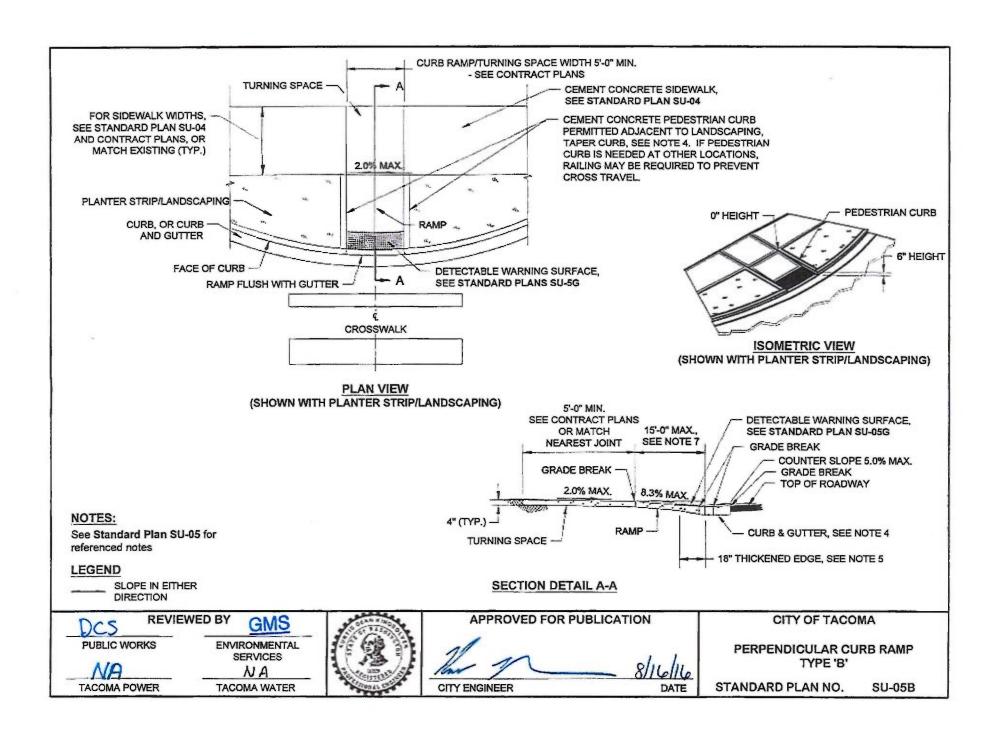
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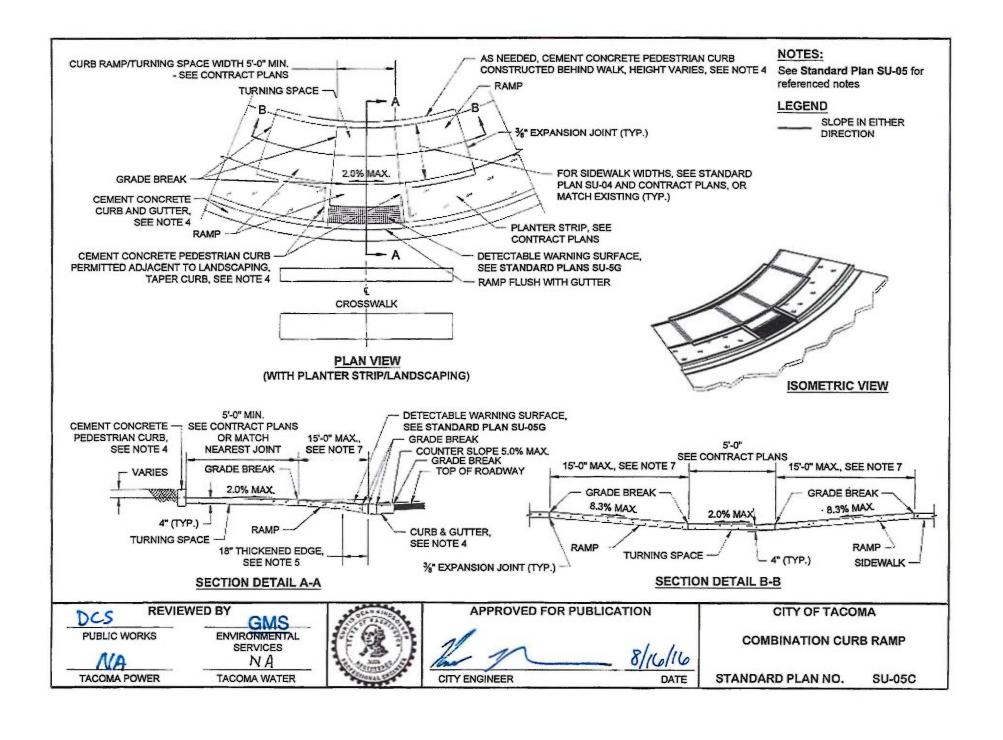
CURB RAMP DETAILS
GENERAL INFORMATION

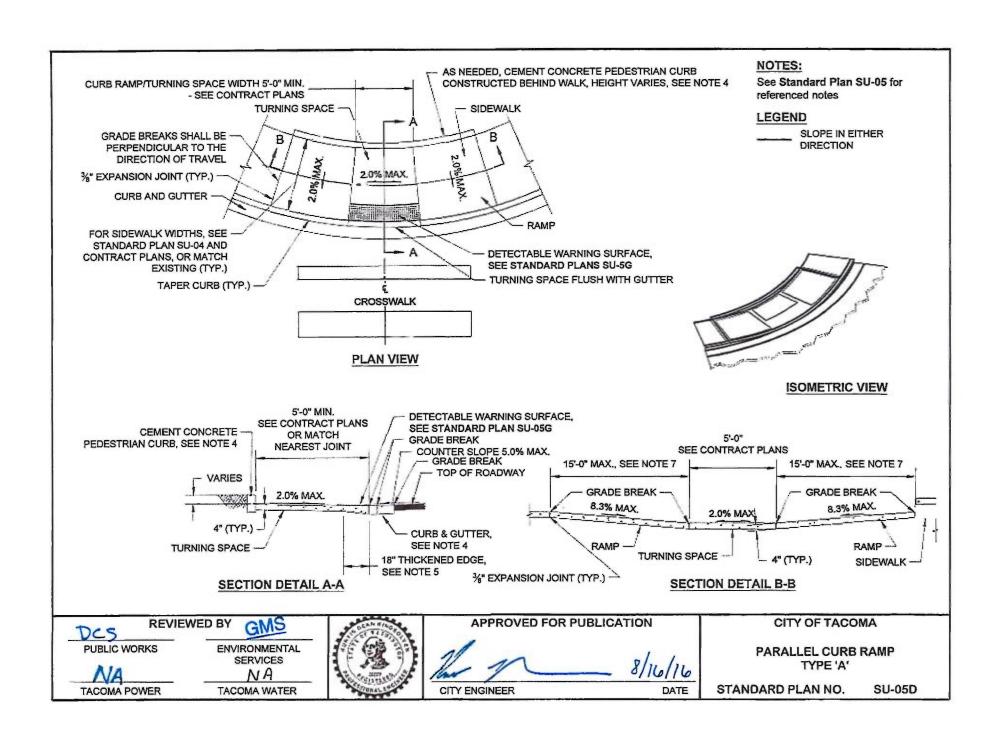
STANDARD PLAN NO.

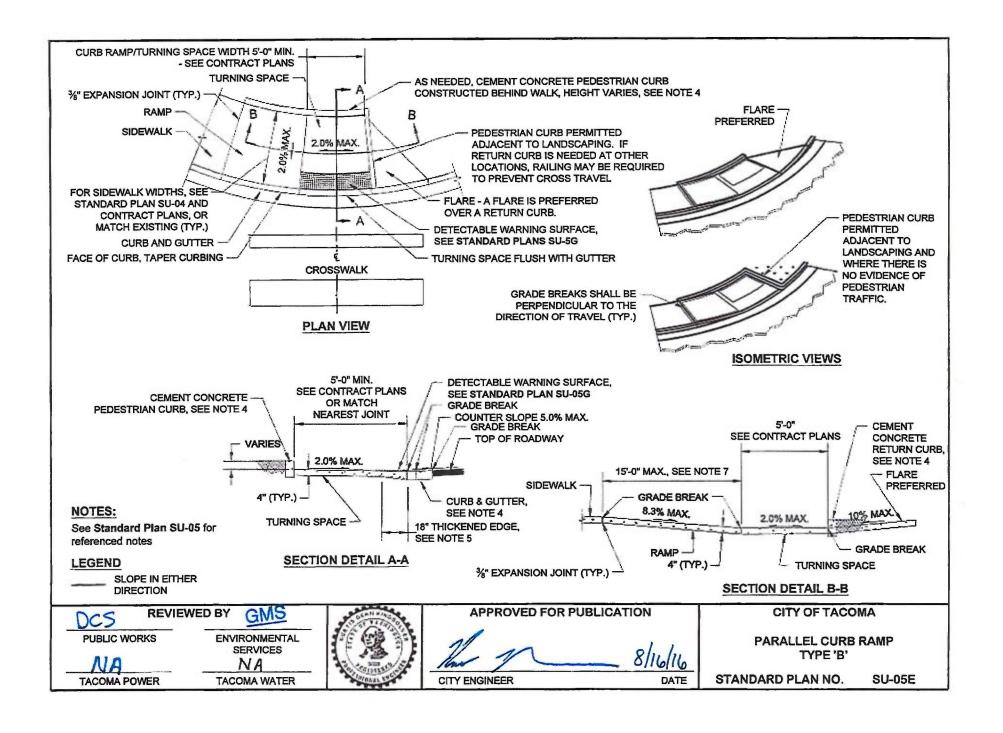
SU-05

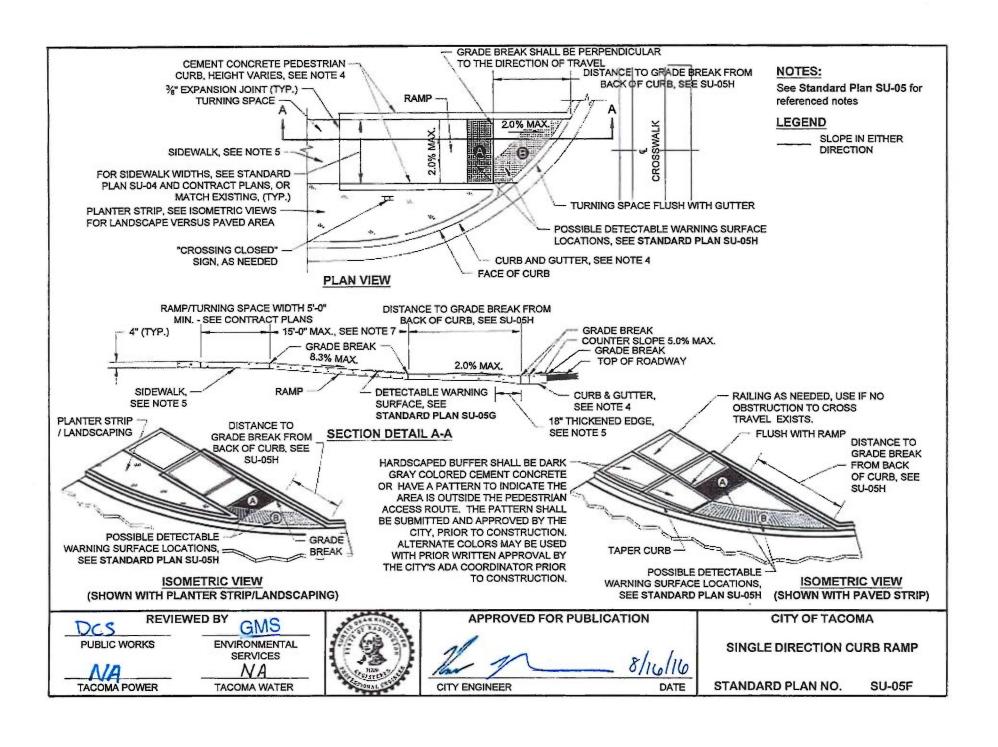




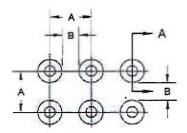






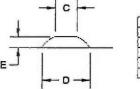


- The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares) or the turning area.
- The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.
- 3. See Standard Plans SU-04 through SU-05F for sidewalk and curb ramp details.
- If a curb is not present, place the Detectable Warning Surface at the edge of the payement.
- 5. The Detectable Warning Pattern shall be installed using Vanguard ADA Systems, ADA Solutions, or Armor-Tile "Cast in Place Systems," manufactured by Engineering Plastics Inc., or approved equal. Concrete shall be blocked out as required for the installation of the Detectable Warning Pattern material.
- The Detectable Warning Pattern area shall be yellow and shall match the color of Federal Standard 595a, color number 33538.
- 7. See Standard Plan SU-05H for Detectable Warning Surface placement guidelines.



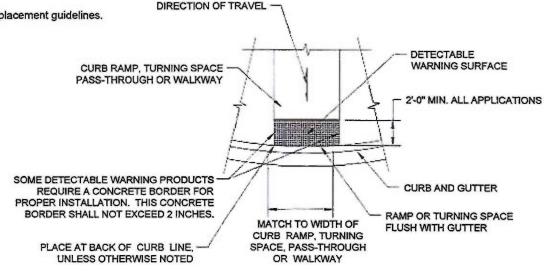
### TRUNCATED DOME DETAILS

TRUNCATED DOME SPACING



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

SECTION DETAIL A-A
TRUNCATED DOME



DETECTABLE WARNING SURFACE DETAIL

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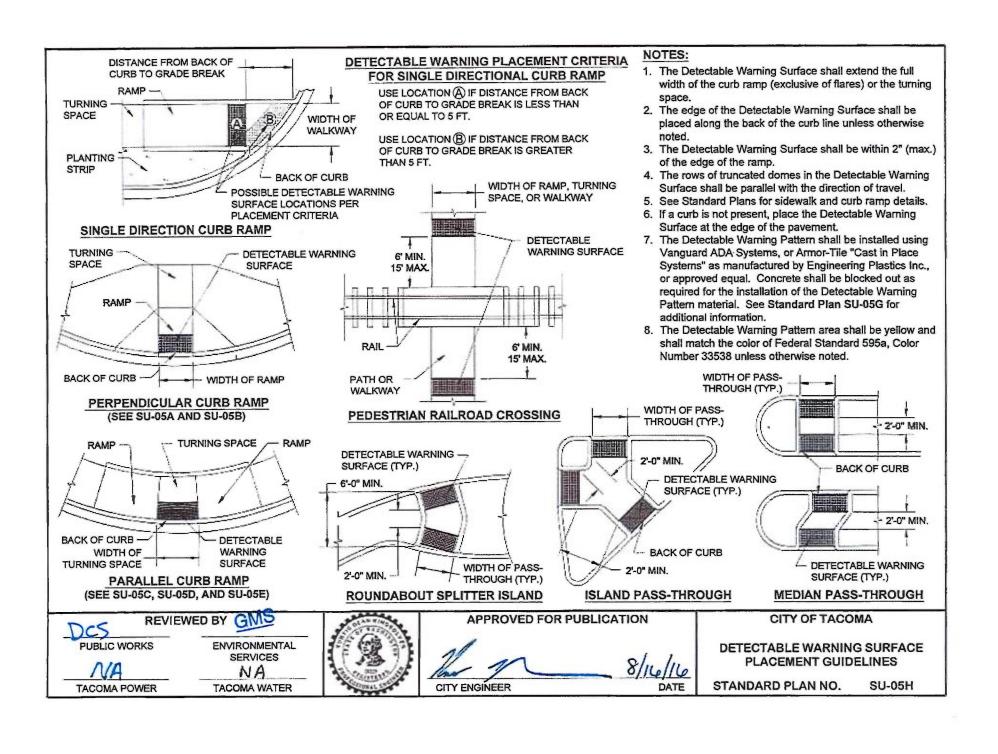
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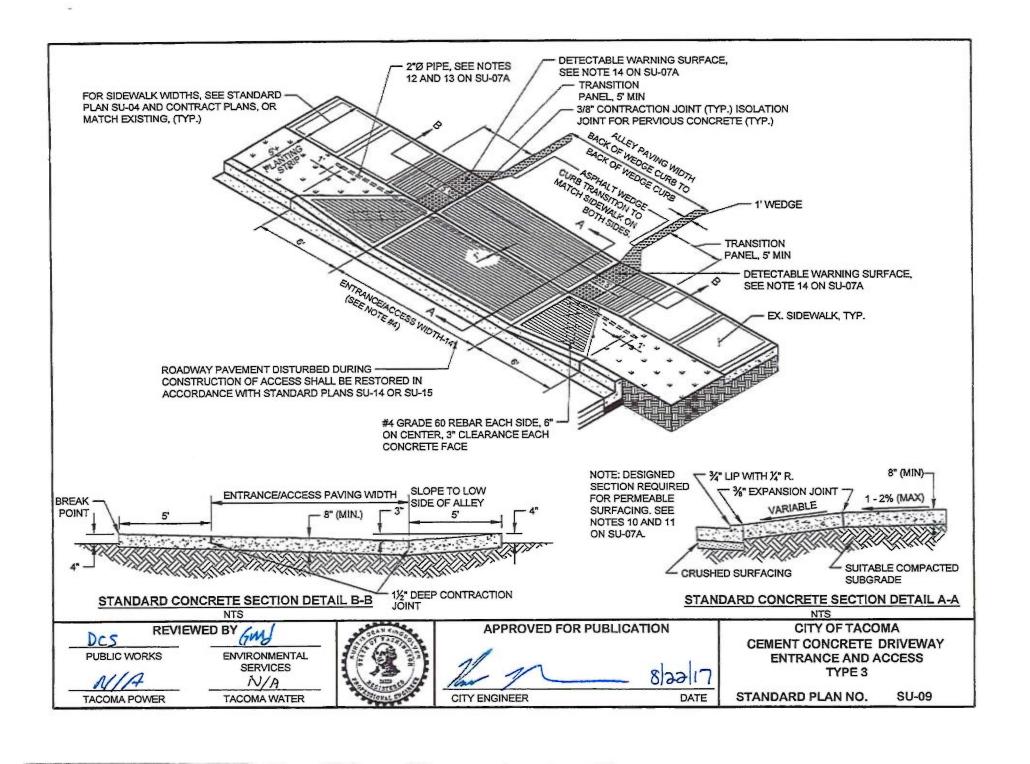
CITY OF TACOMA

DETECTABLE WARNING SURFACE DETAILS

STANDARD PLAN NO.

SU-05G





- All pavement restoration work shall also meet the requirements of the City of Tacoma's Right of Way Restoration Policy. See Standard Plan SU-15B for any streets exempt from this policy.
- 2. Temporary Surface Restoration:

Arterials, industrial areas and/or roads with bus traffic: Temporary patches shall be compacted and leveled to a minimum of 3-inches of hot-mix asphalt (HMA).

Residentials and alleys: Temporary patches shall be compacted and leveled to a minimum of 2-inches of either HMA or cold-mix asphalt. Temporary patches between October 1st and March 31st shall be made with HMA unless otherwise approved.

- All permanent final patches shall be rectangular in shape and constructed parallel and perpendicular to the road centerline.
- Where existing pavement defects are in close proximity to the new cut, the inspector may require additional pavement removal to eliminate the pavement defect.
- 5. The final cut edge of paved surfaces shall be smooth and straight, consistent with grinding or saw cutting devices. No jagged, broken or undermined edges are allowed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
- 6. Final compaction of HMA shall be 91% of maximum density.

<u>Isolated patches</u>: Minimum 1 test per patch up to 150 square feet, and 1 test required every additional 300 square feet, thereafter.

Trench patches: 1 test every 150 linear feet of trench with a minimum of 2 tests per trench.

Testing shall be performed by a certified independent testing laboratory or certified tester, as approved by the City's Construction Division. Tests shall be completed and reports identifying the project number submitted to the City Construction Division within 48 hours of test.

7. All joints between the new and original asphalt pavement shall be sealed with hot asphalt or asphalt emulsion and covered with dry paving sand before the asphalt solidifies. Existing surfaces shall be prepared in accordance with WSDOT Standard Specification 5-04.3(5)A prior to placing any new pavement surfaces.

 Longitudinal construction joints shall only be located at the center or edge of affected lanes.

Streets and courts 20 feet or less in width and all alleys are considered one-lane streets. Non-arterial streets and courts greater than 20 feet in width with no traffic channelization are considered two-lane streets with one-lane either side of the centerline of the street.

Non-arterial streets greater than 32 feet in width with no traffic channelization may be considered three lane streets upon prior approval from the City Engineer.

- 9. Transverse construction joints terminate at the edge of the 2' cut back.
- 10. HMA pavement shall not be placed over CDF until approved by the City.

TABLE 1

PAVEMENT REPLACEMENT DEPTH IN CUT BACK ZONE				
	MIN.	MAX.		
ARTERIALS, INDUSTRIAL AREAS & ROADS WITH BUS TRAFFIC	MATCH EXISTING +1", OR 4", WHICHEVER IS GREATER	6"		
RESIDENTIALS AND ALLEYS	MATCH EXISTING +1", OR 3", WHICHEVER IS GREATER	4"		

CUT BACK ZONE

2" MIN.

CONSTRUCTION JOINT, SEE NOTES 8 & 9

HMA PAVEMENT
CL. 1/2" PG 64-22,
SEE TABLE 1

EXISTING ASPHALT OR OIL MAT PAVEMENT

CRUSHED SURFACING
TOP COURSE (CSTC),
MATCH EXISTING
THICKNESS, 8" MIN

2" MIN.

CONSTRUCTION JOINT,
SEE NOTES 8 & 9

EXISTING ASPHALT OR OIL MAT PAVEMENT

2' MIN. CUT BACK OVER
UNDISTURBED SOIL

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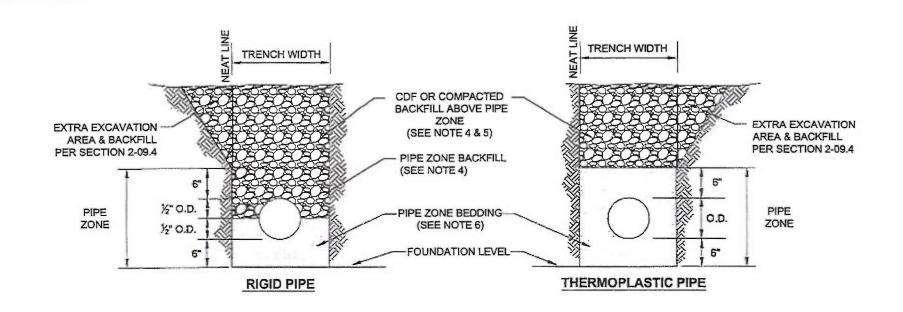
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Power Parry 12 Jun 2000

TYPICAL PAVEMENT RESTORATION FOR ASPHALT CONCRETE/OIL MAT PAVEMENT

STANDARD PLAN NO.

SU-15A



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

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

STANDARD PLAN NO.

SU-16

CON	PACTION T	ESTING REQUIREMENTS ^	
DEPTH	TESTING FREQUENCY °		
	VERTICAL	HORIZONTAL	
SURFACE (BELOW HMA)	N/A	1 TEST EVERY 150 LINEAR FEET OF TRENCH OR MINIMUM 2 PER TRENCH	
		1 TEST FOR 150 SQUARE FEET FOR ISOLATED PATCHES <sup>6</sup>	
1 TO 4 FEET (OR MIN 18 IN. ABOVE PIPE)	1 EVERY 12 INCHES	SAME AS FOR SURFACE	
> 4 FEET TO BOTTOM OF TRENCH		REQUIREMENT - MAY BE REQUIRED BY COT INSPECTOR FOR IN OF COMPACTION	

- A. TESTING SHALL BE PERFORMED BY A CERTIFIED INDEPENDENT TESTING LABORATORY OR A CERTIFIED TESTOR AS APPROVED BY THE CITY'S CONSTRUCTION DIVISION. THE COST OF TESTING IS THE RESPONSIBILITY OF THE PERMITTEE. TESTS SHALL BE COMPLETED AND REPORTS IDENTIFYING THE PROJECT NUMBER SUBMITTED TO THE CONSTRUCTION DIVISION WITHIN 48 HOURS OF TESTS.
- B. ONLY ONE COMPACTION TEST WILL BE REQUIRED FOR MULTIPLE TRENCHES WITHIN A 150 SF AREA PROVIDED COMPACTION PROCEDURES ARE THE SAME.
- C. EACH LIFT SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY, AS VERIFIED BY COMPACTION TESTING, BEFORE PROCEEDING TO THE NEXT LIFT. COT INSPECTOR MAY REQUIRE EXCAVATION AND REMOVAL OF SOIL WHERE COMPACTION IS IN QUESTION.

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

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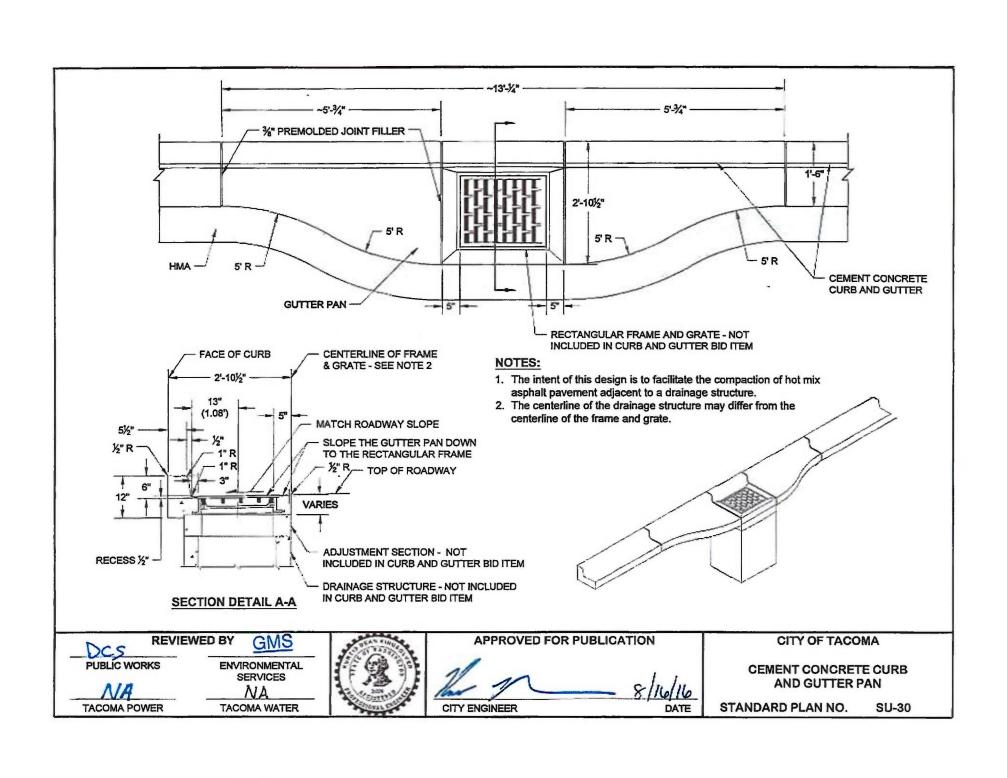
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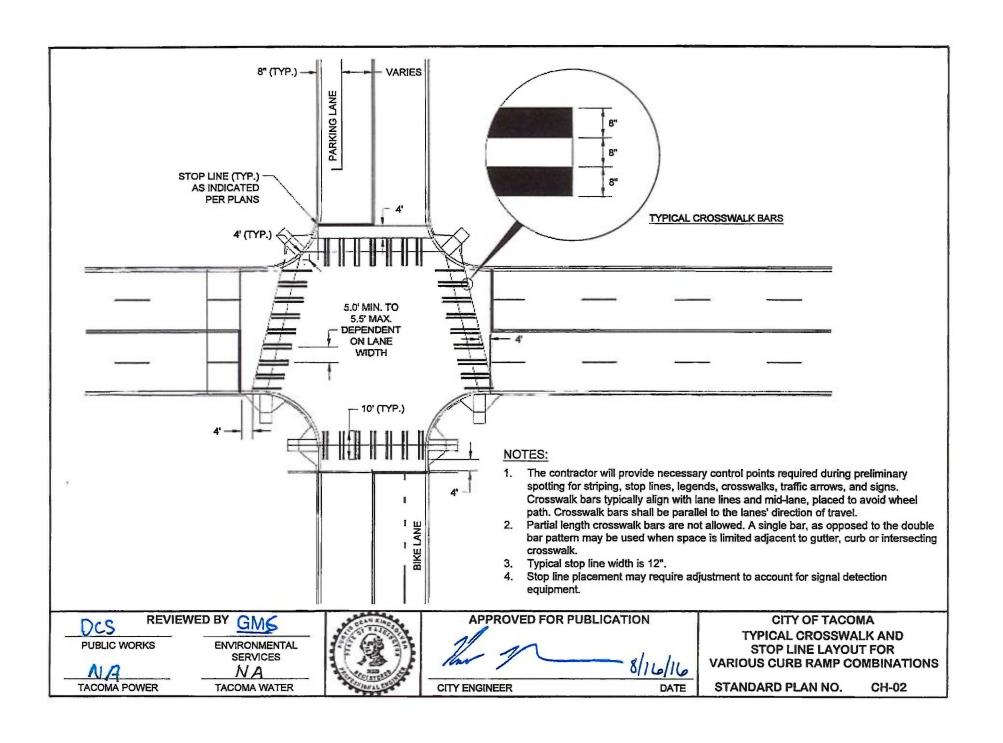
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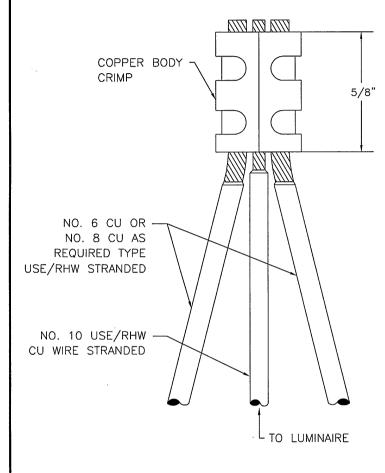
TRENCH BACKFILL
COMPACTION REQUIREMENTS

STANDARD PLAN NO.

SU-28







### STREETLIGHTING TAP

FOR USE IN BASE OF STANDARDS

### TAPING INSTRUCTIONS

- 1. MAKE SPLICE AS SHOWN IN FIGURE A
- 2. APPLY TAPE AS SHOWN IN FIGURE A APPLY TAPE AND "SCOTHKOTE" MOISTURE RESISTANT ELECTRICAL COATING OVER ENTIRE SPLICE AREA.
- 3. ATTACH CABLE TIE A MINIMUM OF 2" FROM THE PRESSURE CONNECTOR AS SHOWN IN FIGURE B.
- 4. APPLY SECOND COAT OF VARNISH.

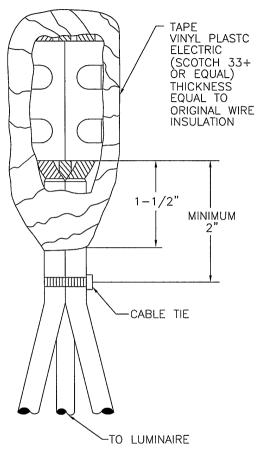


FIGURE B

FIGURE A

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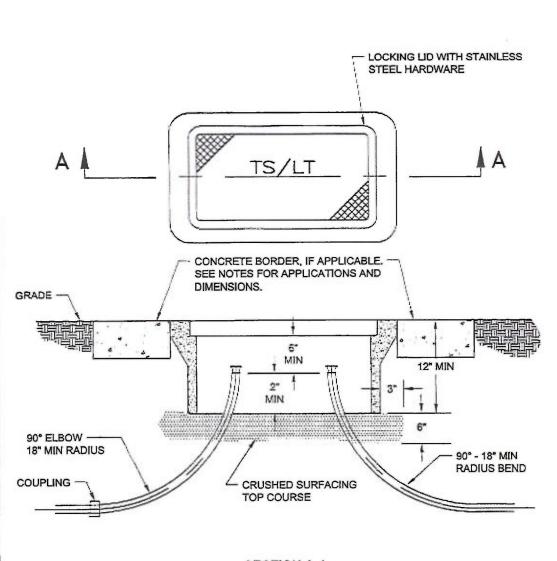
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DEPARTMENT OF PUBLIC WORKS

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Z/1/03 DATE 2/4/03 STREETLIGHT SPLICE FOR HANDHOLES

STANDARD PLAN NO.

**SL-05** 



- Junction boxes shall be concrete and in conformance with WSDOT's Type 1 and 2 Locking Lid Standard Duty Junction Box. Box and lid will be load rated for traffic and shall have a nonskid surface. The lid shall be marked "TS", "LT", or other designation as called for on the proposal.
- All junction boxes containing interconnect cable will be Type 2 or larger.
- Boxes shall be set on a base of 6 inch crushed surfacing top course for drainage.
- Metal lids will be grounded. Ground conductor shall be a minimum 24 inches long.
- Care shall be taken to place junction boxes outside of areas heavily used by pedestrians, especially near crosswalks and corners.
- Junction boxes shall not be placed in curb ramps or areas subject to vehicular traffic.
- Adjacent junction boxes will be separated by a minimum of 3 inches.
- 8. Install pulling bells or bushings on conduit ends.

### CONCRETE BORDER APPLICATION AND DIMENSION:

- For junction boxes bordered by less than 12 inches wide of concrete or asphalt section, a concrete border is required.
- Junction boxes located in asphalt will be secured on all sides with a minimum 12 inch wide by 6 inch deep concrete section.
- Junction boxes located in concrete will be secured on all sides with a minimum 12 inch wide concrete section. The depth of the concrete shall meet the depth of the adjacent concrete. The concrete will be finished in the same manner as the adjacent concrete, where applicable.
- Junction boxes located in a planter strip, landscaped area, or other non-hardened surface will be secured on all sides with a minimum 6 inch wide by 12 inch deep concrete section flush with the top of the junction box.

SECTION A-A

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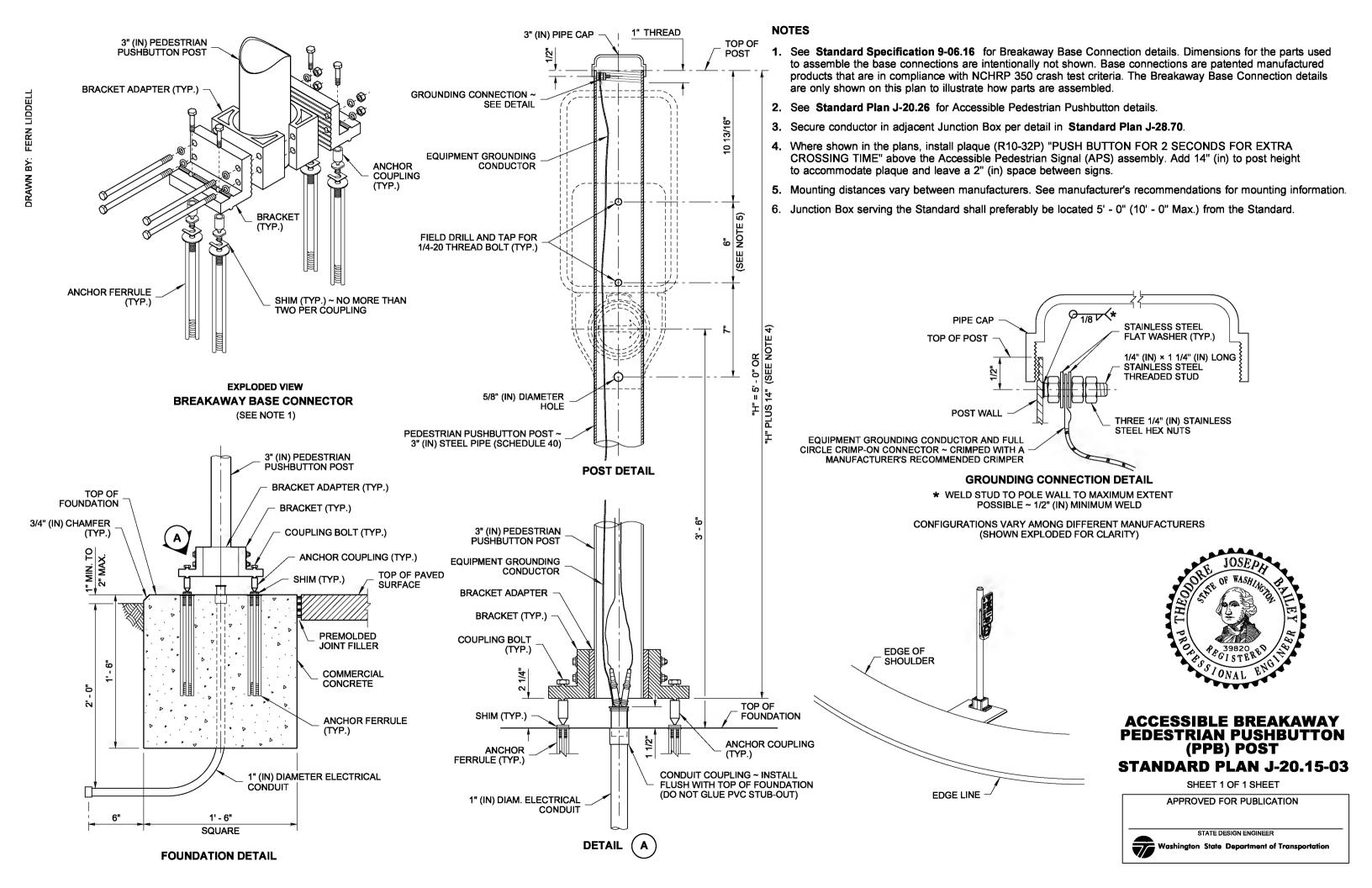
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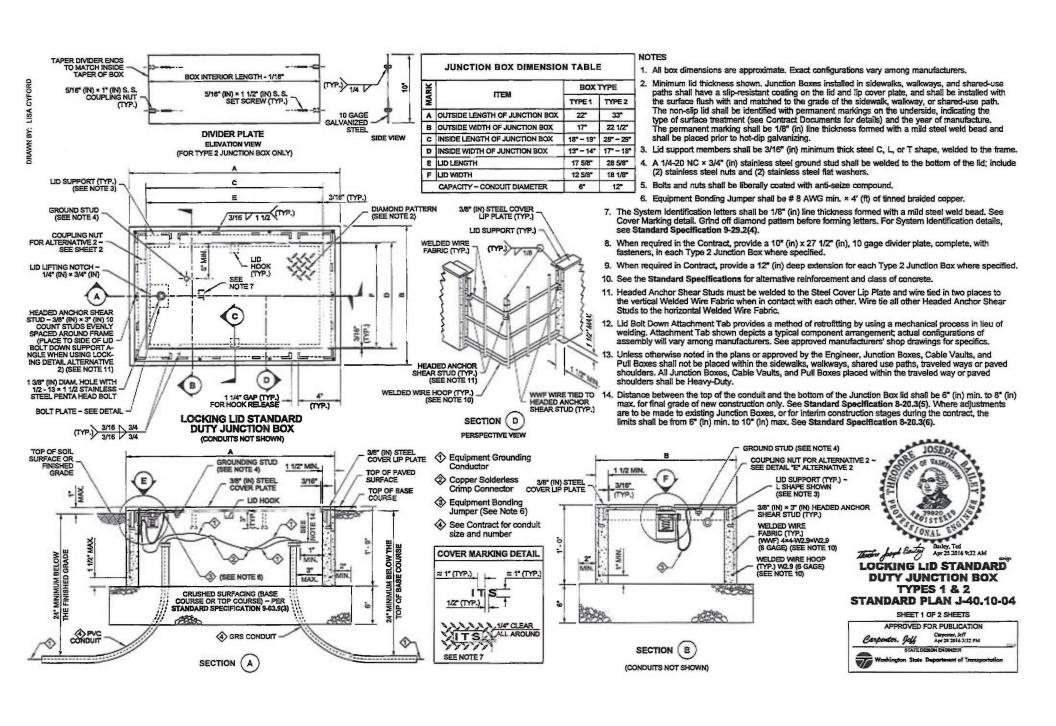
CITY ENGINEER 5/31/19
DATE

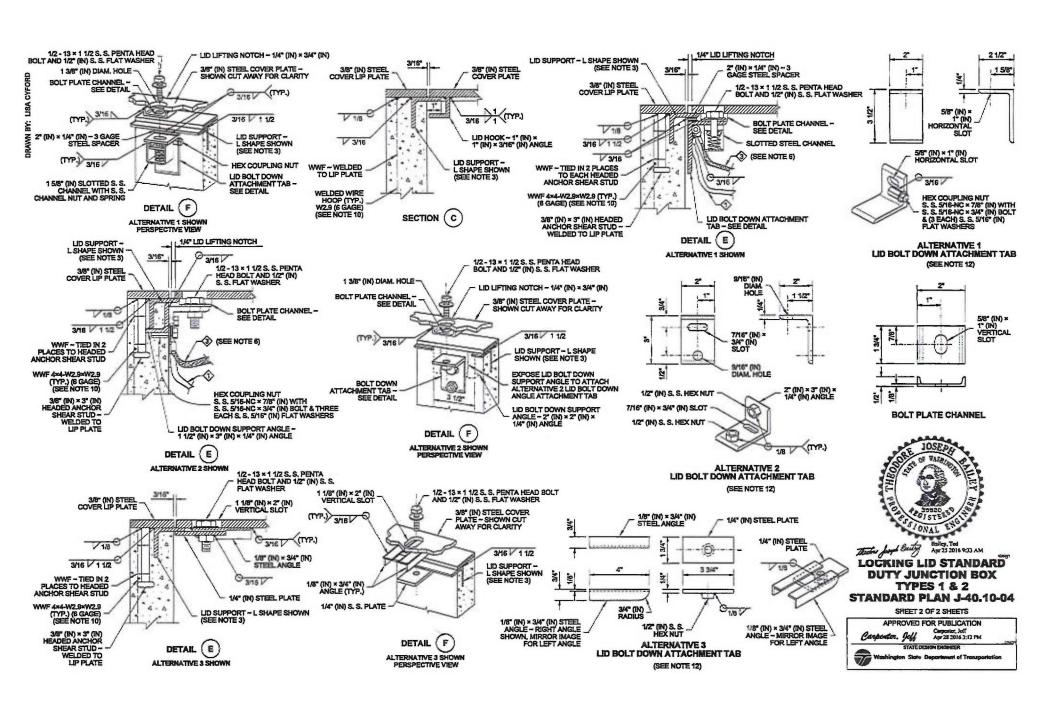
CITY OF TACOMA JUNCTION BOX INSTALLATION TYPICAL

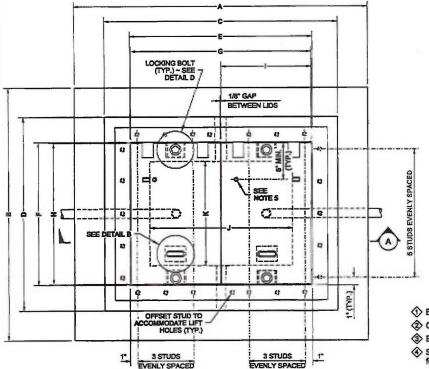
STANDARD PLAN NO.

TS-08









MARK	m≅W	BOX TYPE		
		TYPE 4	TYPE 5	TYPE 6
A	OVERALL LENGTH	39"	48"	56"
В	OVERALL WIDTH	34"	37*	44"
C	JUNCTION BOX LENGTH	31"	40"	48"
D	JUNCTION BOX WIDTH	26"	29"	36"
E	LID OPENING LENGTH	24"	33 1/8"	41 1/8"
F	LID OPENING WIDTH	19"	22 1/8"	29 1/4°
G	TYPE 4 LID LENGTH	24"		_
н	TYPE 4, 5 & 6 LID WIDTH	19"	21 7/8	29*
1	TYPE 5 & 6 LID LENGTH	-	16 3/8"	20 3/8°
J	INSIDE BOX LENGTH	19°	28"	36"
K	INSIDE BOX WIDTH	14"	17*	24"
x	STIFFENER SPACING	VARIES	VARIES	VARIES
Y	STIFFENER SPACING	VARIES	VARIES	VARIES
z	STIFFENER LENGTH	18 1/4"	21 1/8"	28 1/4"
C	APACITY - CONDUIT DIAM.	6"	12"	24°

- (1) Equipment Grounding Conductor
- Copper Solderless Crimp Connector
- Equipment Bonding Jumper (See Note 8)
- See Contract Plans and Special Provisions for conduit size and number

- 1. All box dimensions are approximate. Exact configurations vary among manufacturers.
- 2. All lid thicknesses are minimum.
- 3. Lid perimeter shall bear on frame. Mill to bearing seat and lid perimeter for full even contact after fabrication of frame and lid. Lid and frame units with uneven bearing will be rejected.
- 4. The installed lid and frame shall fit with full even contact around the perimeter of a junction box after installation. Care shall be taken to prevent debris accumulation on the contact surfaces.
- 5. A 1/4-20 NC × 1" (in) S. S. ground stud shall be welded to the bottom of each lid: include (2) each S. S. nuts and (3) each S. S. flat washers.
- 6. The hinges shall allow the lids to open 180°. When lid assembly is Ductile Iron (Alternative) and equipped with Safety Bars, lids shall open 110°.
- 7. Bolts and nuts shall be liberally coated with anti-seize compound.
- 8. Connect Equipment Bonding Jumper to ground stud on lid. As an alternative to ground stud connection, the Equipment Bonding Jumper shall be attached to the front face of the hinge pocket with a 5/16-20 NC × 1" (in) S. S. bolt, (2) each S. S. nuts, and (3) each S. S. flat washers. Equipment bonding jumper shall be #8 AWG min. × 4' (ft) of tinned braided copper.
- 9. The System Identification letters shall be 1/8" (in) line thickness formed by a mild steel weld bead. See Cover Marking details. Grind off diamond a mild steel weld bead. See Cover warming declars. Smith of clarifold pattern before forming letters. Ductile iron lid lettering shall be recessed, 1/8" (in) line thickness. See Standard Specification 9-29.2(4) for details.
- 10. See Standard Specification 9-29.2(1)B for class of concrete.
- 11. Unless otherwise noted in the plans or approved by the Engineer, Junction Boxes, Cable Vaults, and Pull Boxes shall not be placed within the traveled way or paved shoulders. All Junction Boxes, Cable Vaults, and Pull Boxes placed within the traveled way or paved shoulders shall be Heavy-Duty. Heavy-Duty Junction Boxes shall not be installed in sidewalks, walkways, and shared use paths.
- 12. Distance between the top of the conduit and the bottom of the Junction Box lid shall be 6" (in) min. to 8" (in) max., for final grade of new construction only. See Standard Specification 8-20.3(5). Where adjustments are to be made to existing Junction Boxes, or for interim construction stages during the contract, the limits shall be from 6" min. to 10" (in) max. See Standard Specification 8-20.3(6).

 Junction Box Types 4, 5, or 6 may be equipped with Ouctile Iron (Alternative) Lid(s) and a Cast Iron (Alternative) Frame. Junction box shall meet the requirements of Standard Specification 9-29.2 and shall be in accordance with approved shop drawings.

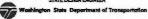


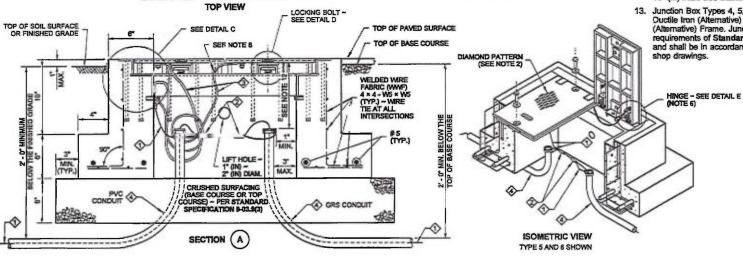
Theory Bouty Batty Apr 25 2016 5:08 PM **HEAVY-DUTY JUNCTION BOX TYPES 4, 5, & 6** 

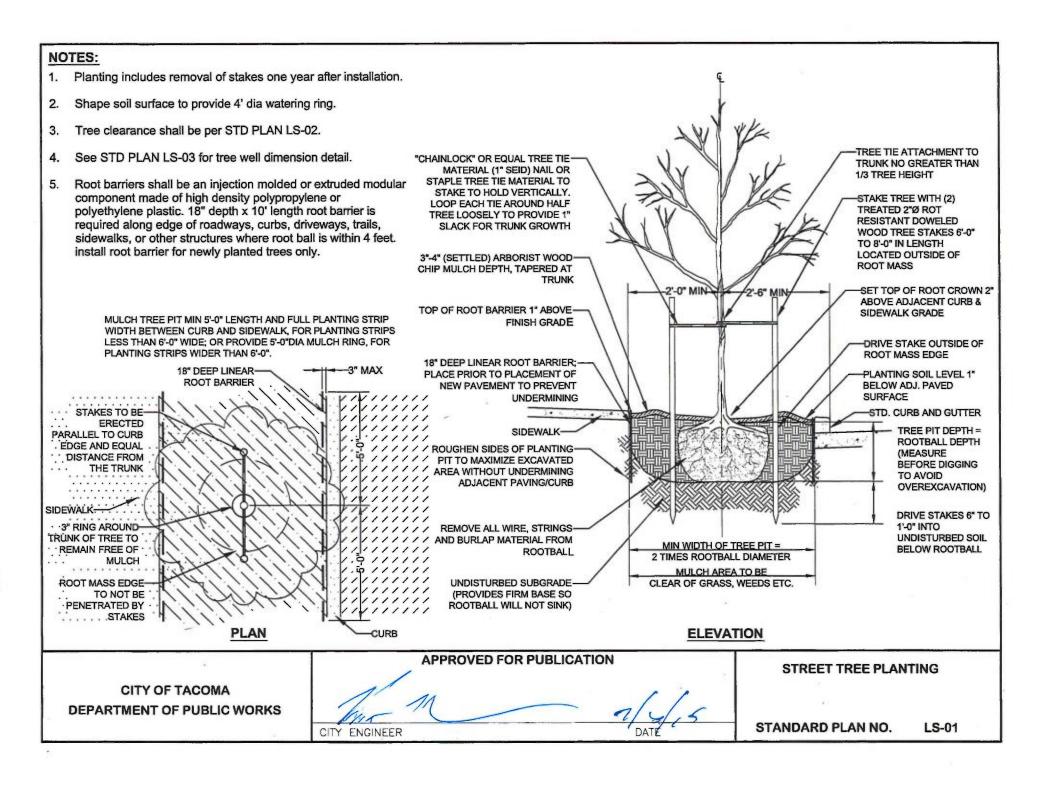
STANDARD PLAN J-40.20-03

SHEET 1 OF 2 SHEETS

APPROVED FOR PUBLICATION Carpenter, Jeff Carpenter, Jeff Apr 28 2016 3:15 PM STATE DESIGN ENGINEE







## NOTES:

- Street trees shall have a trunk free of branches up to the height listed below when planted:
  - A. Small trees, whose mature height is 15 to 25 feet, shall have a trunk free of branches up to a minimum of 4 feet.
    B. Conifer/evergreen trees shall have a trunk free of branches up
  - to a minimum of 2 feet.
  - Trees with ascending branches (examples Ulmus Americana and Zelkova Serrata) may be branched 1 foot or More below the standard height and still provide proper clearance when
  - D. All other trees shall have a trunk free of branches up to a minimum of 6 feet.
- Street trees shall not be less than 1.5 inches in caliper for broadleaf trees or 6 feet in height for evergreen/conifers.
- For minimum unpaved planting area dimensions refer to tree well dimension detail, STANDARD PLAN NO. LS-03.
- The accessible portion of the sidewalk must be a minimum of 5 feet and be free of obstructions.

## MINIMUM TREE SETBACKS (AT PLANTING):

Centerline of tree to centerline of: Street corner (extension of outside face of curb) Stop or yield sign Utility pole Other traffic control sign	25'-0" 25'-0" 15'-0" 5'-0"
Centerline of tree to edge of: Driveway Face of curb Pavement	5'-0" 2'-6" 2'-0"
Edge of tree to edge of: Utility worker access lids Gas shutoff valves Fire hydrant & hydrant branch Water meter, water service & water mains Storm inlet, cb, & manhole Storm/sanitary service connections & mains	5'-0" 5'-0" 10'-0" 5'-0" 5'-0"

## MINIMUM TREE CLEARANCES (AT MATURITY):

Lowest branch to surface of:

Streets Sidewalks

14-0" TO REMAIN CLEAR AT MATURITY
OVER ALLEYS AND STREETS 8'-0" TO REMAIN CLEAR AT BRANCH TO BE REMOVED FOR 8'-0" CLEARANCE **OVER SIDEWALK** -2'-6" MIN-4'-0" MIN PLANTER WIDTH SIDEWALK 5'-0" MIN FREE AND CLEAR SIDEWALK WIDTH STD. C&G SLOPE SIDES OF PLANTING-PIT EXCAVATION AS TO NOT UNDERMINE CURB OR SIDEWALK

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14'-0"

8'-0"

STREET TREE CLEARANCE

STANDARD PLAN NO.

## TREE SIZE:

Trees are categorized as small, medium or large based the canopy factor, which takes into account the trees mature height, crown spread and growth ratE. The following formula shall be used to determine the canopy factor:

(MATURE HEIGHT IN FEET) X (MATURE WIDTH IN FEET) X (GROWTH RATE) X (0.01) = CANOPY FACTOR

The growth rate number is 1 for slow growing trees, 2 for moderately growing trees and 3 for fast growing trees.

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- Tree size categories are as follows:

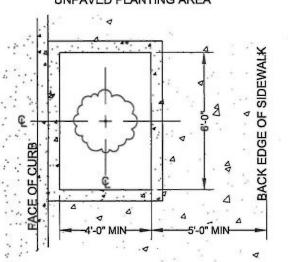
  A. LARGE TREES = Canopy factor greater than 90

  B. MEDIUM TREES = Canopy factor from 40-90

  C. SMALL TREES = Canopy factor less than 40

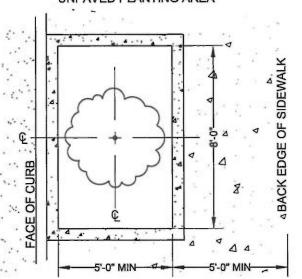
24 SQUARE FEET MIN UNPAVED PLANTING AREA

**SMALL TREES** 



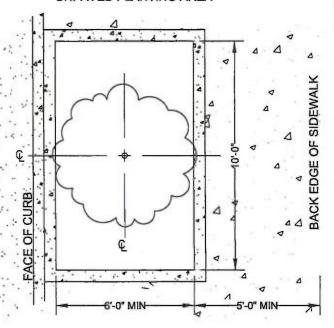
## **MEDIUM TREES**

40 SQUARE FEET MIN UNPAVED PLANTING AREA



## LARGE TREES

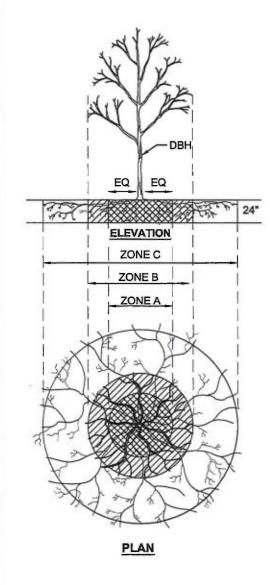
**60 SQUARE FEET MIN** UNPAVED PLANTING AREA



CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS APPROVED FOR PUBLICATION

TREE WELL DIMENSION

STANDARD PLAN NO.



## ZONE A (CRITICAL ROOT ZONE)

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

## RESTRICTIONS

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

## ZONE C (FEEDER ROOT ZONE)

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

## RESTRICTIONS

possible

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

## ZONE B (DRIP LINE)

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

## RESTRICTIONS

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

## \*SURFACE PROTECTION MEASURES

- 1. Wood chip mulch layer, 6"-12" depth; or
- 2. 4" wood chip mulch layer under 3/4" plywood; or
- 3. 4" gravel over staked geotextile fabric
- 4. 4" wood chip mulch layer under steel plates;
- 5. 4" wood chip mulch layer under logging road mats

APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

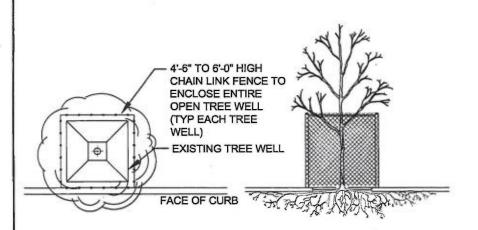
TY ENGINEER DATE

TREE PROTECTION
DURING CONSTRUCTION

STANDARD PLAN NO.

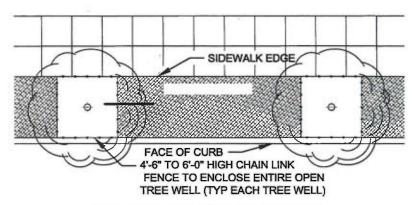
## NOTES:

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

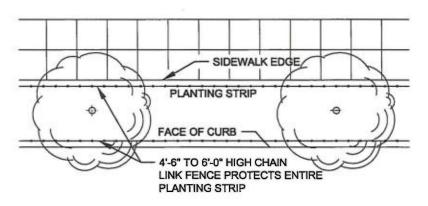


## TREE IN TREE WELL

ENGINEER



## TREE IN PLANTING STRIP-OPTION 1

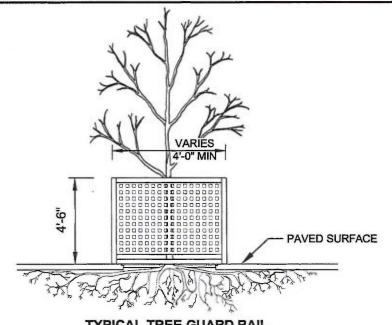


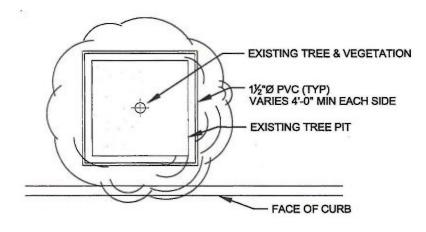
## TREE IN PLANTING STRIP-OPTION 2

CITY OF TACOMA **DEPARTMENT OF PUBLIC WORKS**  APPROVED FOR PUBLICATION

TREE PROTECTION FENCING FOR TREES IN PAVED AREAS

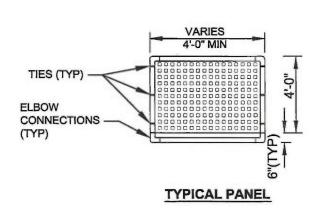
STANDARD PLAN NO.

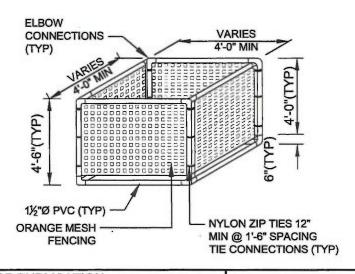




TYPICAL TREE GUARD RAIL

**PLAN VIEW** 





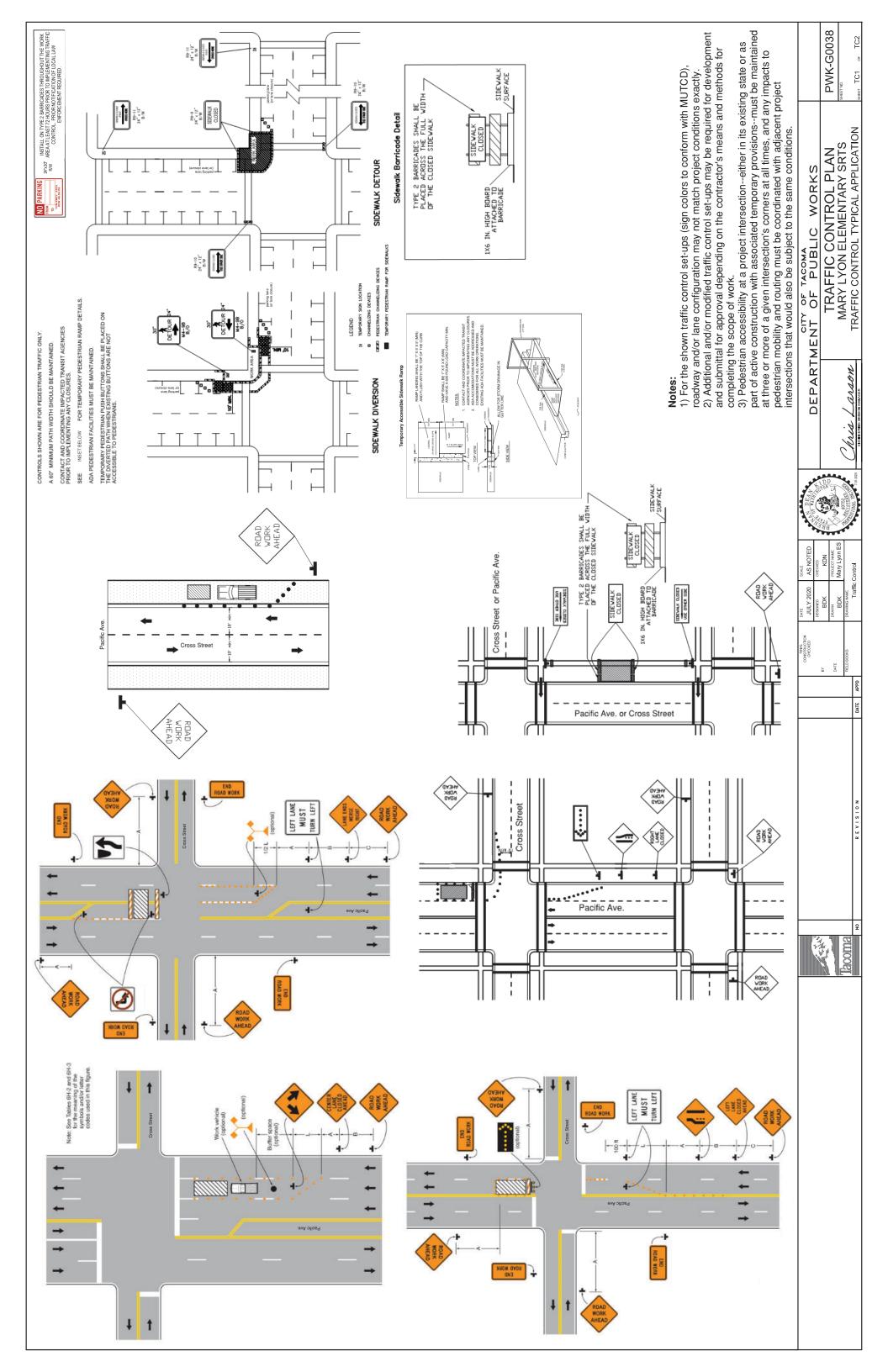
CITY OF TACOMA **DEPARTMENT OF PUBLIC WORKS**  APPROVED FOR PUBLICATION

CITY ENGINEER

**REUSABLE TREE PROTECTION FENCING FOR PAVED AREAS** 

STANDARD PLAN NO.

## APPENDIX C TRAFFIC CONTROL PLANS & TRAFFIC CONTROL HANDBOOK



CES	0	DEVICES (MIN)	10	11	12
G DEVI	40	MERGING (MIN)	270'	295'	320'
VELIZIN GING LENGT	35	DEVICES (MIN)	8	6	6
CHANN H = 1/2 MER	3	MERGING (MIN)	205'	225'	245'
PER LENGTH & CHANNELIZING SHIFTING TAPER LENGTH = 1/2 MERGING LENGTH	0	DEVICES (MIN)	8	9	10
PER LEI SHIFTING TA	08	MERGING (MIN)	150'	165'	180'
MERGING TAPER LENGTH & CHANNELIZING DEVICES SHIFTING TAPER LENGTH = 1/2 MERGING LENGTH	25	DEVICES (MIN)	6	7	7
		MERGING (MIN)	10' 105'	11' 115'	12' 125'
	MPH		± 10'	T.	<sup>≤</sup> 12'

CHANNELIZING DEVICE SPACING (FEET)	TANGENT	80	09	40
	TAPER	40	30	20
CHANNELI	МРН	20/20	35/45	25/30

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		02	730			N							
		65	645		STATIONARY OPERATION (feet) 30 MIN						A IS		
		09	220	_		IIONARY OF (feet)			30 MIN		F NO TM/		
		55	495	NCE		STAI				 	NLABLE, I THE FIELI		
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	45	360	AHEAD		TYPICAL PROTECTIVE VEHICLE (WITH TMA) LOADED WEIGHT (LBS)			ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS	CE ASSUN	ESS IF A TI ALLY LOC D.			
BUFFER DATA	FER SF	40	305	ROLL /		. PROTECT IMA) LOADI (LBS)	(LBS)  MINIMUM WEIGHT 15,000 LBS  (MAXIMUM WEIGHT SHALL BE IN  ACCORDANCE WITH  MANUFACTURER		CORDAN IANUFAC	DISTANC	EGARDLE RATEGIO PECIFIED		
_	BUF	35	250	н тма		TYPICAL (WITH T		MINIMU (MAXIMU AC AC AC	MINIMU (MAXIMU AC N REG	STOPPING	ENDED RI		
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		25	155	VEHICL	VE VEHIC TMA TRUCK SUCK ETC.		IVE VEHIC TMA			VE VEHIC		ROLL	HICLE IS F TIVE VEH ROLL AHE
		SPEED (MPH)	LENGTH (FT)	PROTECTIVE VEHICLE WITH TMA ROLL AHEAD DISTANCE		TYPICAL PROTECTIVE VEHICLE TYPE WITH TMA		4 YARD DUMP TRUCK	SERVICE TRUCK FLAT BED, ETC.		* A PROTECTIVE VEHICLE IS RECOMMENDED REGARDLESS IF A TMA IS AVAILABLE, IF NO TMA IS USED, THE PROTECTIVE VEHICLE SHALL BE STRATEGICALLY LOCATED IN THE FIELD TO SHIELD WORKERS AND NO ROLL AHEAD DISTANCE IS SPECIFIED.		

SIGN SPACING=X (FEET) (1)	FEET) (1)	
FREEWAYS & EXPRESSWAYS	55/70 MPH	1500±(OR AS PER MUTCD)
RURAL HIGHWAYS	60/65 MPH	₹,008
RURAL ROADS	45/55 MPH	₹000
RURAL ROADS & URBAN ARTERIALS 35/40 MPH	35/40 MPH	350'±
RURAL ROADS, URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25/30 MPH	200生(2)
URBAN STREETS	25 MPH OR LESS 100'土(2)	100'土(2)
ALL SIGNS ARE 48" X 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.	ANGE UNLESS OTHE	ERWISE

- 1) All spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.
- 2) This spacing may be reduced in urban areas to fit roadway conditions

# TRAFFIC CONTROL GENERAL NOTES

- and requirements of temporary traffic control shall be in accordance with the Manual on Uniform Traffic Control Devices (latest edition with applicable amendments/revisions per Chapter 468-95 of Traffic Control Handbook. Traffic control elements, spacing, tapers, and requirements of te the WAC), the WSDOT Standard Specifications, and the City's
  - Any permanent traffic control elements (e.g., signing, striping) that would be in conflict with the temporary traffic control elements shall be covered (or removed and replaced) with prior approval from the City. Parking restrictions to be implemented through advance placement (at least 48 hours) of No Parking signs with clearly presented date/duration of parking restriction. Primary or alternate access (vehicular and pedestrian) to affected properties must be maintained at all times per the Appendix C of the Project Specifications. Inform in advance (at least 5 working days) and coordinate with Pierce Transit regarding impacts to, and possible relocations of, bus stops affected by the work areas and/or traffic control elements.
- The plan depiction of the number of channelizing devices needed is an approximation; additional channelizing devices may be needed to implement the prescribed traffic control
- stakeholders one week in advance of on-street parking restrictions in preparation for establishing work zones and the No Parking signs indicating the date/time of the closure 2. Any permanent traffic control elements (e.g., signing) that would be in conflict with the temporary traffic control elements (e.g., signing) that would be in conflict with the temporary traffic control elements (e.g., signing) that would be in conflict with the temporary traffic control elements (e.g., signing) that would be in conflict with the temporary traffic control elements above through advance placement (at least 48 hours) of No Parking signs with clearly presented date 4. Primary or alternate access (vehicular and pedestrian) to affected properties must be maintained at all times per the Appendix C of the 5. Inform in advance (at least 5 working days) and coordinate with Pierce Transit regarding impacts to, and possible relocations of, bus s 6. The plan depiction of the number of channelizing devices needed is an approximation; additional channelizing devices may be needed 7. Traffic control delineators at corners may require field adjustment based on large vehicle turning needs.

  8. Steady burning warning lights (Type C per MUTCD) shall be used to delineate channelizing devices at night and low-light conditions.

  9. Adjust and modify traffic control devices as directed by the Engineer or Engineer's representative.

  10. No signs shall be placed so as to obscure visibility of other traffic signs and/or visibility of drivers and pedestrians using the roadway.

  11. Contractor shall inform affected businesses and other identified stakeholders one week in advance of on-street parking restrictions in deployed at least 48 hours in advance.
  - Temporary traffic control for pavement marking work shall use mobile variant of shown plans and/or have specific plan(s) developed and submitted for City review ng hour restrictions. <u>5</u>, ε, <del>4</del>
    - Refer to Section 1-07.23 of the Project Specifications for workin Uniformed Police Officer control is needed at signal-controlled
- intersections where temporary traffic control measures do not permit traffic to operate normally or in a way that diminishes the operational or safety conditions at the intersection. working days in advance through the Tacoma Police Department (Lt. Chris Karl; 253.591.5962). Uniformed Police Officer control shall be coordinated at least 5

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DEPARTMENT (	بعو

DEPARTMENT OF PUBLIC WORKS	TRAFFIC CONTROL PLAN	MARY LYON ELEMENTARY SRTS	/ TRAFFIC CONTROL GENERAL REQUIREMENTS	
DEPAR		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	ed Landon	EERBAG DIVISION MANAGER

PWK-G0038

## TRAFFIC CONTROL HANDBOOK

## MUST MAINTAIN PEDESTRIAN AND DISABILITY ACCESS AT ALL TIMES





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Survey Two Lane Arterial Intersection Survey Two Lane Arterial Mid Block Survey Multi-Lane Arterial

## CREATE YOUR OWN PLAN

Blank Two Lane Road
Blank Two Lane Road with Center Turn Lane
Blank Two Lane Road with Two Intersections
Blank Two Lane Road with Two Intersections and Parking
Blank Two Lane Road with Four Intersections and Parking
Blank Four Lane Road with Two Intersections
Blank Four Lane Road with Two Intersections and Parking
Blank Five Lane Road

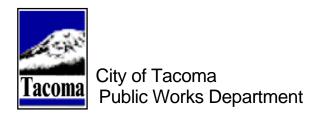
## TRAFFIC CONTROL PLAN INSTRUCTIONS

- 1) To create a traffic control plan, go to <a href="www.govME.com">www.govME.com</a>
- 2) At the bottom of the page, under "City Information" choose "Traffic Control Handbook"



The City of Tacoma Traffic Control Handbook will open up in a new screen.

- 3) Read "INTRODUCTION & SPECIAL REQUIREMENTS" Chapter. Pay particular attention to the sections regarding <u>Pedestrian and Disability access.</u>
- 4) Choose a plan closest to the type of traffic control you need.
  - You may need to alter an existing plan or use multiple plans
- 5) Print out the traffic control plan that you need.
- 6) On the map, identify street names and addresses of work.
- 7) Draw site specific details (work area, location of signs, cones, etc.).
- 8) Add Contractor name and contact information.
- 9) Specify type of work at the top of the page
- 10) List dates of work and desired work hours.
- 11) Contact a Permit Specialist when you are done filling in your Traffic Control Plan.
- 12) Write the permit number in the top right corner of the sheet (when obtained from the Permit Specialist).
- 13) The Traffic Control Plan is not valid until permit is acquired and paid for.
- 14) You must keep a copy of the Traffic Control Plan on your job site for Inspectors and Road Use Compliance Officers to review. Prime contractors will be responsible for any subcontractor's traffic control unless sub goes through the above process.



## **INTRODUCTION**

This manual is intended for use by any person, firm or corporation, public or private, when involved in construction, maintenance or any activity that alters the normal flow of traffic, vehicular or pedestrian, on any City right-of-way.

This manual shall be used in conjunction with <u>Part VI of The Manual on Uniform Traffic Control Devices</u> (MUTCD) for the installation of temporary traffic control and the Access Board's Guidelines for Accessible Public Rights -of-Way (2002), (www.access-board.gov/),

Authority to establish local rules regarding channelization and traffic control is permitted by Washington Administrative Code (WAC) 308.330.265.

Unless specifically addressed in this manual, when the term "should" is used in the MUTCD to describe a condition or method for traffic control, it means that if that suggestion is not used an equally effective method will be used. It does not eliminate the responsibility to address the situation.

This manual does not prohibit the use of additional traffic control or warning devices as long as the minimum conditions are met.

For additional information, please call the Engineering Division at (253) 591-5500.

## **PERMITS**

A permit must first be obtained from the Public Works Department by any person, firm or corporation working in City right-of-way that alters the normal flow of traffic or makes any public place dangerous.

Provisions for obtaining a permit are outlined in Tacoma Municipal Code Chapter 10.22.

All applications for permits must have a comprehensive traffic control plan attached for review by the Traffic Engineer. Permits will not be issued unless the Traffic Engineer has approved the traffic control plan.

## MUNICIPAL AGENCIES

Municipal agencies and Utilities are not required to obtain a permit for routine maintenance and repairs, but must notify the Traffic Engineer a minimum of 72 hours in advance if the following conditions apply:

- 1. Closing any street (see attached street closure requirements).
- 2. Altering or detouring traffic during commute hours on arterial streets (7 a.m. 9 a.m. and 4 p.m. 6 p.m.).
- 3. The activity or obstruction will be in place for more than 8 hours.
- 4. The activity or obstruction is during the hours of darkness.
- 5. The activity reduces traffic on arterial streets to less than one lane in each direction.

## **GENERAL RULES**

The following list of rules must be followed while involved in construction, maintenance or other activity in City right of way unless specifically addressed by the Traffic Engineer.

- All traffic control devices must meet the requirements established by the Manual on Uniform Traffic Control Devices.
- No activity will be placed in such a way as to detour, slow or alter traffic flow during peak commute hours.
   These times are generally from 7 a.m. 9 a.m. and 3:30 p.m. 6 p.m.
   The Traffic Engineer may allow an exception with prior approval.
- An approved traffic control plan must be on-site and accessible for inspection at all times by law enforcement or inspectors.
- 4. Traffic control plans and activities must include the following components:
  - a. Advanced Warning Area: Signs and other devices inform drivers of what to expect.
  - b. Transition Area: Channelization devices move traffic from the normal flow to the desired path.
  - c. Activity Area: Area where the work takes place.
  - d. Buffer Space: Area used to separate traffic from the work activity area and provides recovery space for an errant vehicle.
  - e. Termination Area: Area used to return traffic to the normal path.
- 5. Pedestrian and disability access must be maintained throughout the period of time construction is underway. This does not just apply to the final product, but accessibility must be maintained during the actual construction. Safe, clearly marked routes must be maintained through or around the construction activity at all times. The use of temporary walkways with width, slope, and cross-slope compliant to the maximum extent feasible shall be incorporated on the job site. Surfaces must be firm. stable, and slip resistant. Channeling and barricading must be used to separate pedestrians from traffic. Adequate barricading must be addressed to prevent visually impaired pedestrians from entering work zones. Alternate pedestrian circulation routes with appropriate signage that can be accessed by people who use mobility aids (wheelchairs, walkers, scooters, etc.) The alternate circulation path shall have a minimum width of 5 feet and parallel the disrupted pedestrian access route when practicable. Barricades and channelizing devices shall be continuous, stable, non-flexible, and shall consist of a wall, fence, or enclosure specified in section 6F of the MUTCD. A solid toe rail should be attached such that the bottom edge is 6 inches maximum above the walkway surface. The top rail shall be parallel to the toe rail and shall be located 36 inches minimum and 42 inches maximum above the walkway surface. If drums, cones, or tubular markers are used to channelize pedestrians, they shall be located such that there are no gaps between the bases of the devices in order to create a continuous bottom, and the height of each individual device shall be no less than 36 inches.
- Persons in charge of maintaining or establishing traffic control and channelization must have a certified flagger control card in their possession and must be on the site at all times or be represented by another knowledgeable, certified person.
- 7. A flagger cannot be used to direct traffic through a signalized intersection against the signal indications. When flaggers are used near signalized intersections, care will be used to clear the intersection of traffic before the signal change.
- 8. In some situations, Signal modifications may be used to support the traffic control plan. The traffic Signal Shop shall make all modifications, and all modifications must be approved by the Traffic Engineer.
- A uniformed police officer is required to direct traffic through a signalized intersection against the signal indications.
- 10. Police officers may also be required during activities for traffic calming if speeds are high, pedestrian or vehicular traffic volume is extremely high, or during emergencies.

- 11. 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. An approved traffic control plan and permit shall be posted on the job site for review by City officials. Construction Inspectors shall ensure the approved traffic control plan is on site at all times. Any approved Traffic control plans the Contractor doesn't follow are in violation of the Standard Specifications which are included in the contract. It is the inspector's job to have them comply or Stop work. Jobs having permits only and not following the approved Traffic Control plan is a violation of Tacoma Municipal Code 10.22.080. The work can be stopped or a violation infraction can be imposed in an amount not exceeding \$500.00.
- 12. When parking lanes are closed due to construction, "no parking" portables will be installed at least 48 hours in advance of the closure in unrestricted areas and 24 hours in advance in time restricted areas. The message on the portables shall establish the date and hours for no parking.
- 13. During emergencies where life, property or public safety is in danger, conditions listed may be changed. Traffic control will be addressed along with the initial response. (See attached page for emergency contact numbers.)
- 14. The Traffic Engineer may allow reduced speed limits in construction area zones. Request for speed reduction must be included in the traffic control plan.
- 15. All signs and cones shall be removed from the right-of-way when traffic control is not in effect.
- 16. The contractor may be required to discontinue work if possible conflict exists with special events such as parades, sporting events, miscellaneous rallies, and large public meetings. Information concerning such events can usually be obtained from the City Clerks Office, tel. (253) 591-5171.
- 17. Maintenance of 2-way traffic on arterial streets at all times except on one-way streets. Additional width for facilitating traffic flow may be obtained by prohibiting on-street parking adjacent to the work zone.
- 18. No work shall be scheduled on streets or sidewalks within the City of Tacoma Business Districts from Thanksgiving Day through New Year's Day.
- 19. All traffic control devices used at night, particularly signs, barricades and channelizing devices, must have Type C steady burn lights. Requests to reduce the number of lights used on channelizing devices must be specifically detailed on the approved traffic control plan.

Failure to comply with the provisions of this manual is a traffic infraction and, notwithstanding any fines or penalties levied against the person, firm or corporation involved, if a safety hazard exists, the work may be ordered stopped and the obstruction cleared by the person, firm or corporation responsible or by the City at that responsible party's expense.

http://www.cityoftacoma.org/

http://wspwit01.ci.tacoma.wa.us/govME/Admin/Inter/StartPage/default.aspx

http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic Control Handbook.pdf

## **Special Traffic Requirements**

The contractor shall notify the following departments three (3) working days prior to any street closure. Pierce Transit requires five (5) working days prior to any route detours.

Department	Phone	Fax	Email
Traffic Engineering	591-5500	591-5533	
Tacoma Fire Department	591-5733	591-5034	kmueller@cityoftacoma.org
Tacoma Police -Ops	591-5932	594-7842	
LESA	798-4721 Opt #3	798-2708	
Sound Transit Link	206-370-5674		
Pierce Transit	581-8109	589-6364 or 589-6367	
Pierce Transit Events Coordinator	581-8001	984-8161	
Public Works/Street Ops	591-5495	591-5302	
School Trans Office	571-1853	571-1932	
<b>Durham School Services</b>		475-0422	
First Students		272-7799	
<b>UWT Facilities Services</b>		692-5705	
Off-Duty Police Officer	591-5932		TacomaPoliceEvents@cityoftacoma.org
Tacoma Refuse	591-5544	591-5547	

## Include the following information when notifying the above departments.

Name of street to be closed & the extent of the closure (between which two roads).

Stipulate whether or not the area is to be open to local traffic & emergency vehicles.

State the date(s) & hour(s) the closure will be in effect.

Give the reason for the closure.

Provide detour information.

State who/which firm is performing the work.

Provide the name and telephone number of a contact person.

## **Recommended Publications**

As a contractor you will have many opportunities for setting up traffic control. To comply with national standards, we recommend having the **MUTCD** (Manual on Uniform Traffic Control Devices) for future reference.

To order hard copies or CD versions of the MUTCD please go to one of the links below:

American Association of State Highway Organizations at: <a href="https://bookstore.transportation.org/">https://bookstore.transportation.org/</a>

Institute of Traffic Engineers at: <a href="http://www.ite.org/bookstore/index.asp">http://www.ite.org/bookstore/index.asp</a> American Traffic Safety Services Association at: <a href="http://www.atssa.com/">http://www.atssa.com/</a>

## Things to Think About

Before the traffic control plan is drawn visit the site and look for special circumstances that may be unique to the area. For example work being done on the sidewalk may be a hazard if someone walks out a door into your wet cement or a tool may fall on someone's head if someone is in a lift washing windows. Call Pierce Transit if you need to do work at a bus stop. Transit requires five (5) days notice for route detours. Transit will inform citizens and move or temporarily close the stop. Keep in mind that pedestrians need 5' of unobstructed walking area. If roadwork needs to be done on an arterial street, traffic control devices shall be removed during peak hour traffic (7am to 9am and 4pm to 6pm). For further information see our TRAFFIC CONTROL HANDBOOK.

http://www.cityoftacoma.org/

http://wspwit01.ci.tacoma.wa.us/govME/Admin/Inter/StartPage/default.aspx

http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic Control Handbook.pdf

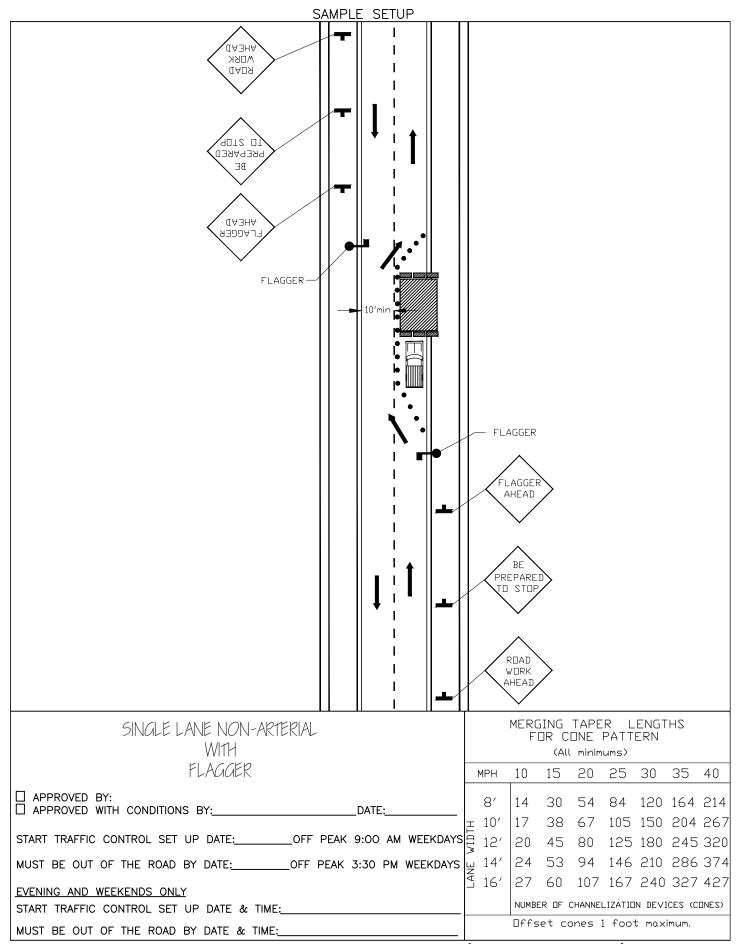
SAMPLE SETUP Note: At night, signage and barricades must be Type C ROAD WORK steady burn lights. A contractor AHEAD may close a nonarterial street to through traffic, provided that local access is maintained DCAL ACCESS DNL at all times with a minimum of a испоев 20' wide access lane. Road Work Ahead signs may be eliminated on non-arterial ROAD CLOSED streets. RUAD CLUSED \_OCAL ACCESS ONL' ROAD WORK AHEAD MERGING TAPER LENGTHS NON-ARTERIAL FOR CONE PATTERN ROAD CLOSURES (All minimums) 15 20 25 30 35 40 MPH 10 ☐ APPROVED BY: 8′ 14 30 54 84 120 164 214 ☐ APPROVED WITH CONDITIONS BY:\_\_\_\_\_ DATE: 105 150 204 267 10′ 17 38 67 START TRAFFIC CONTROL SET UP DATE:\_\_\_\_\_OFF PEAK 9:00 AM WEEKDAYS 12' 20 80 125 180 245 320 45 MUST BE OUT OF THE ROAD BY DATE:\_\_\_\_\_OFF PEAK 3:30 PM WEEKDAYS 14′ 24 94 146 210 286 374 16′ 107 167 240 327 427 EVENING AND WEEKENDS ONLY NUMBER OF CHANNELIZATION DEVICES (CONES) START TRAFFIC CONTROL SET UP DATE & TIME:\_ Offset cones 1 foot maximum.

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MUST BE OUT OF THE ROAD BY DATE & TIME:



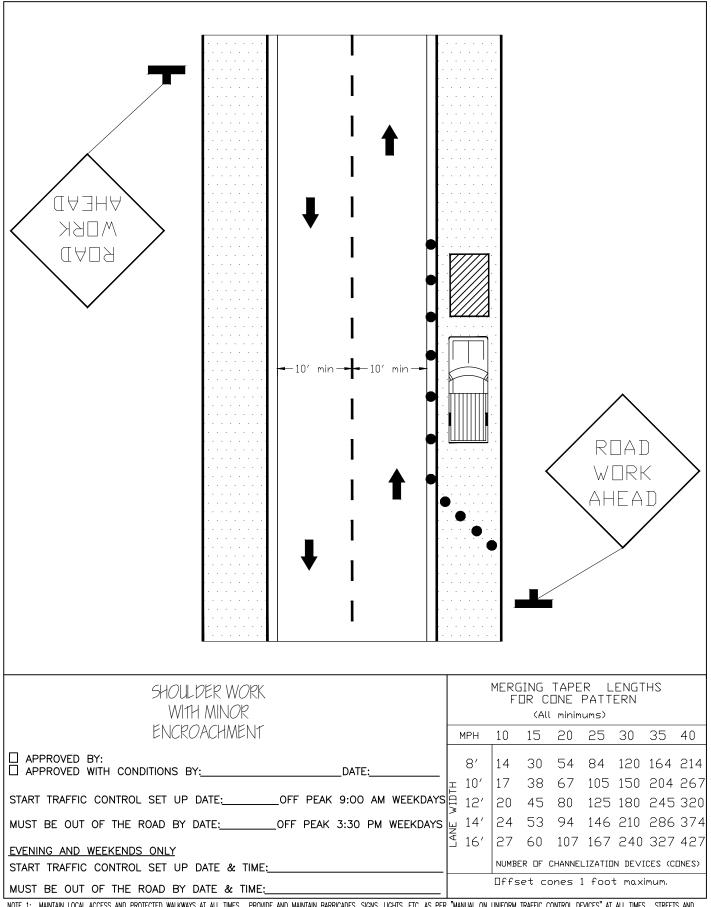
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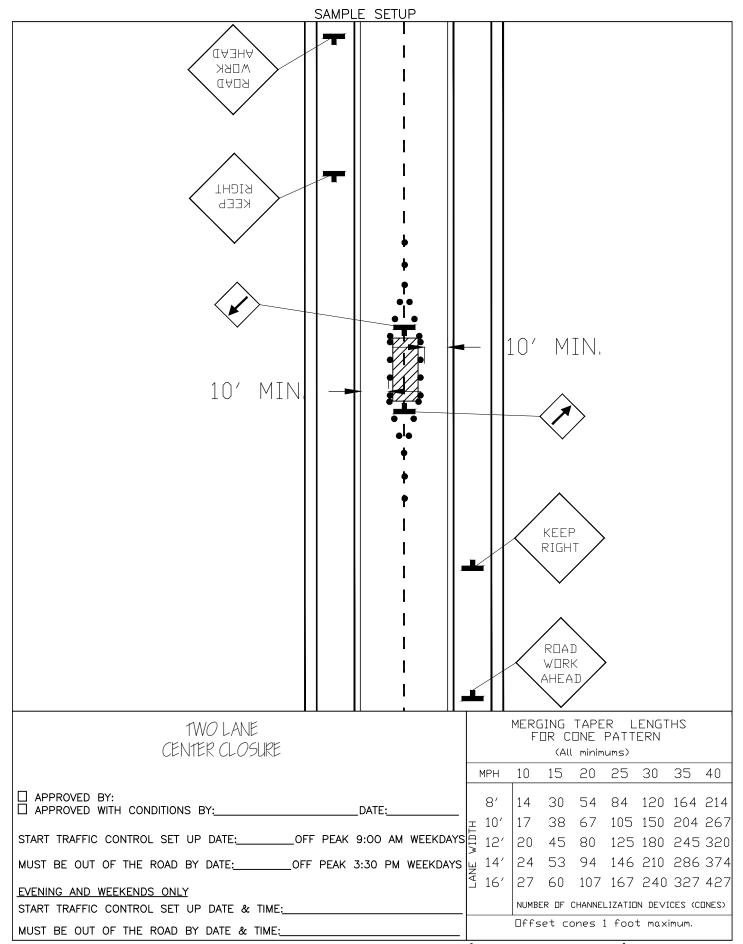
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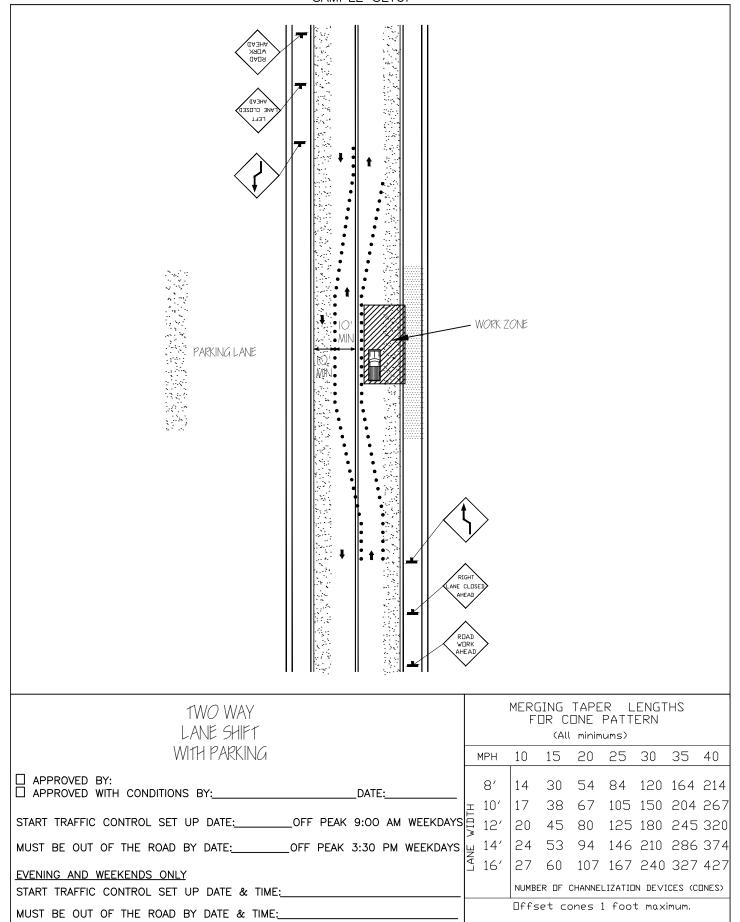
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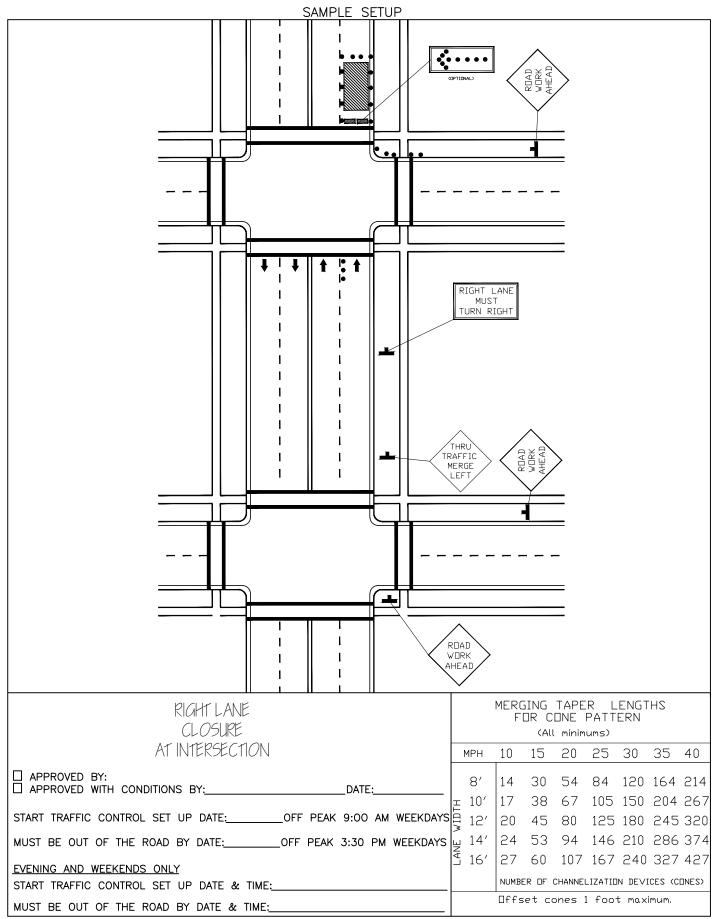
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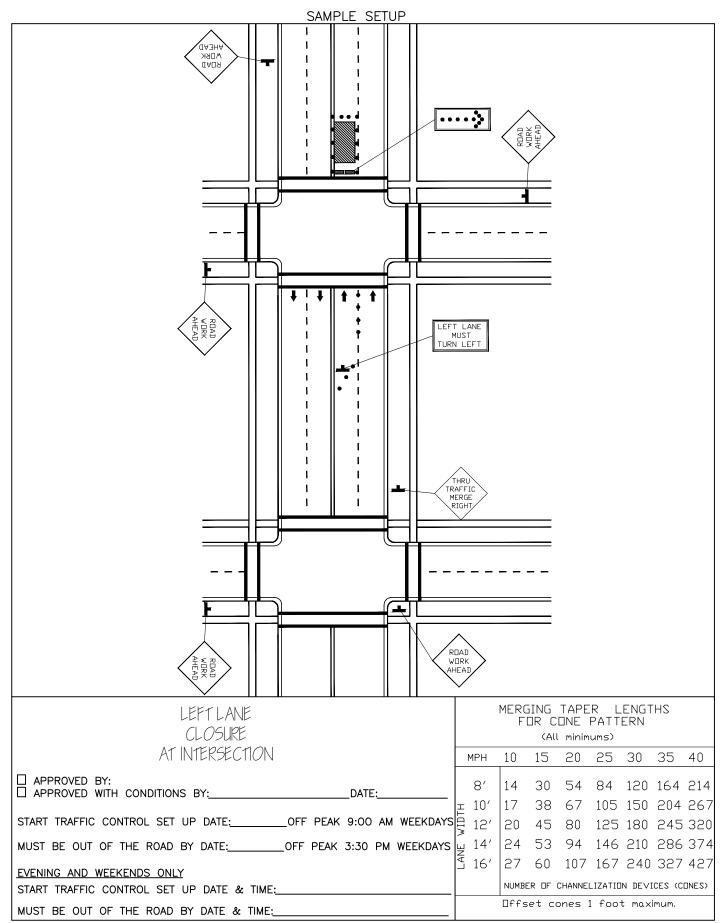
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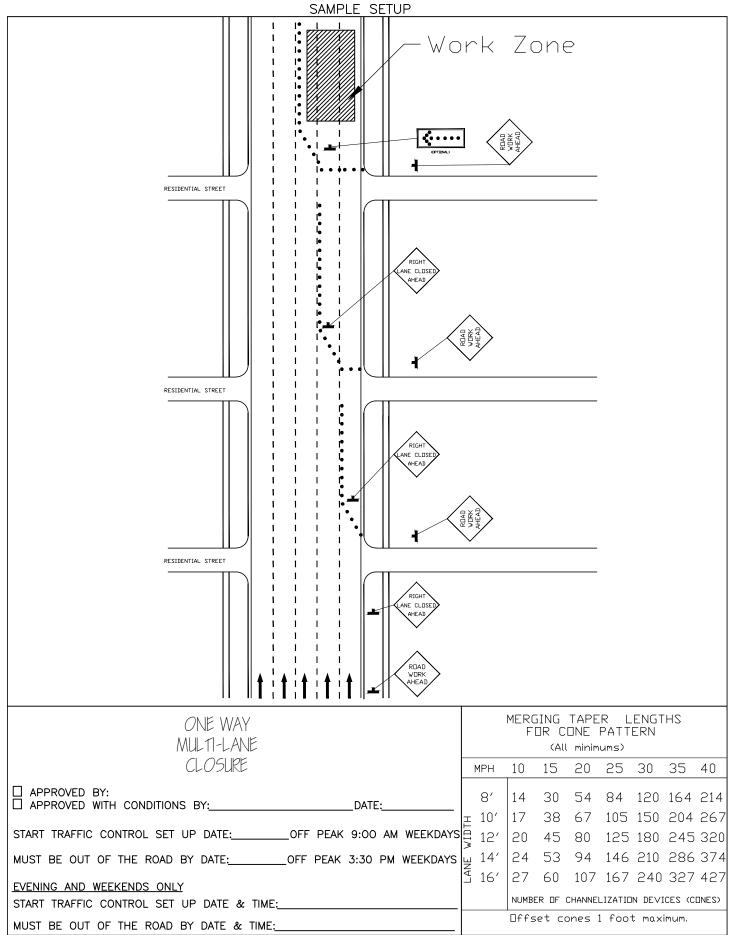
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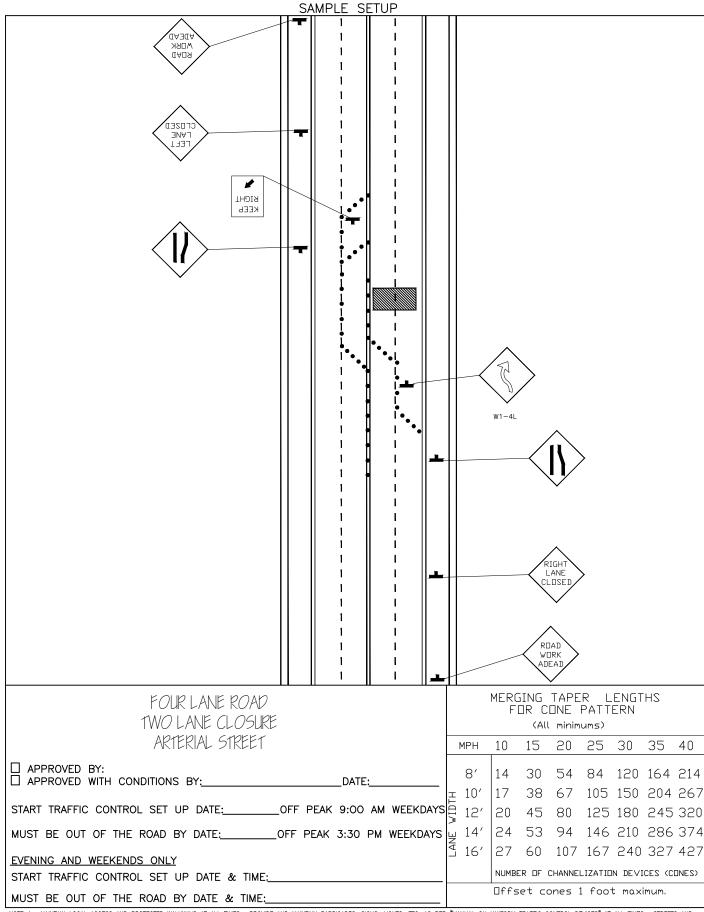
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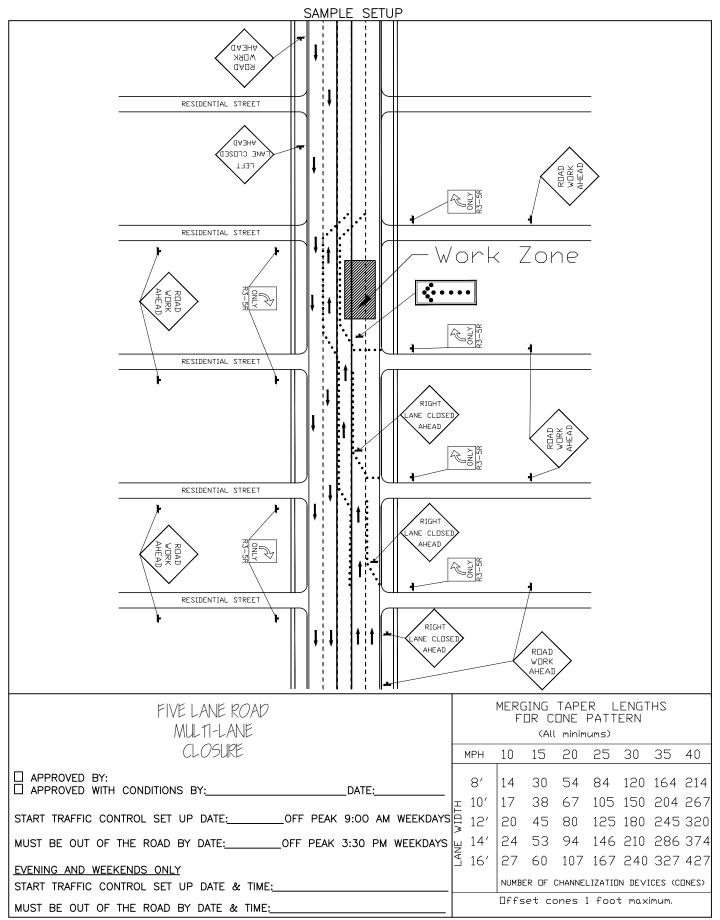
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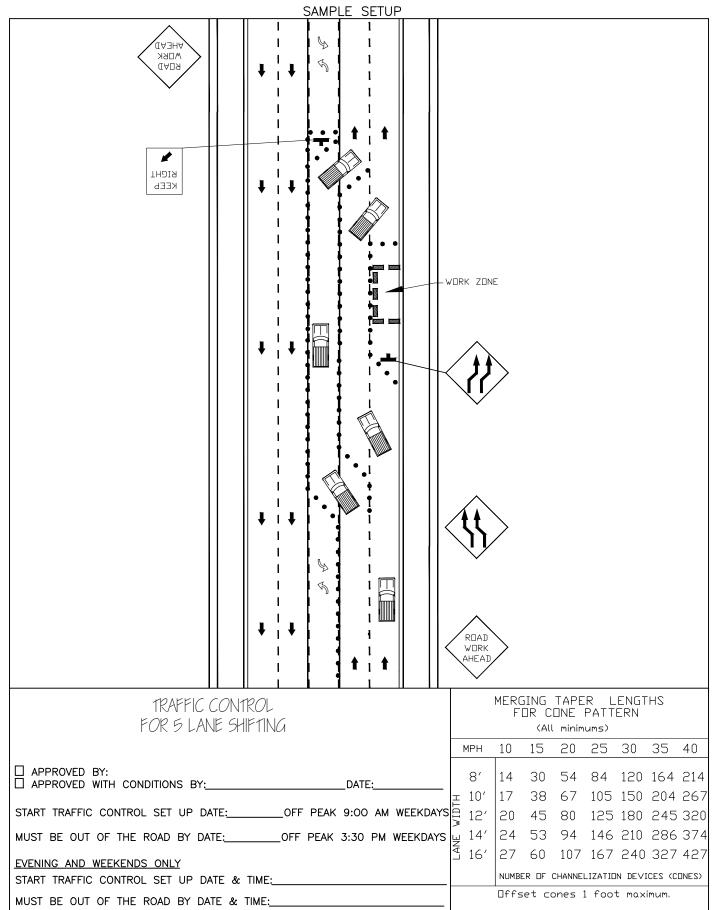
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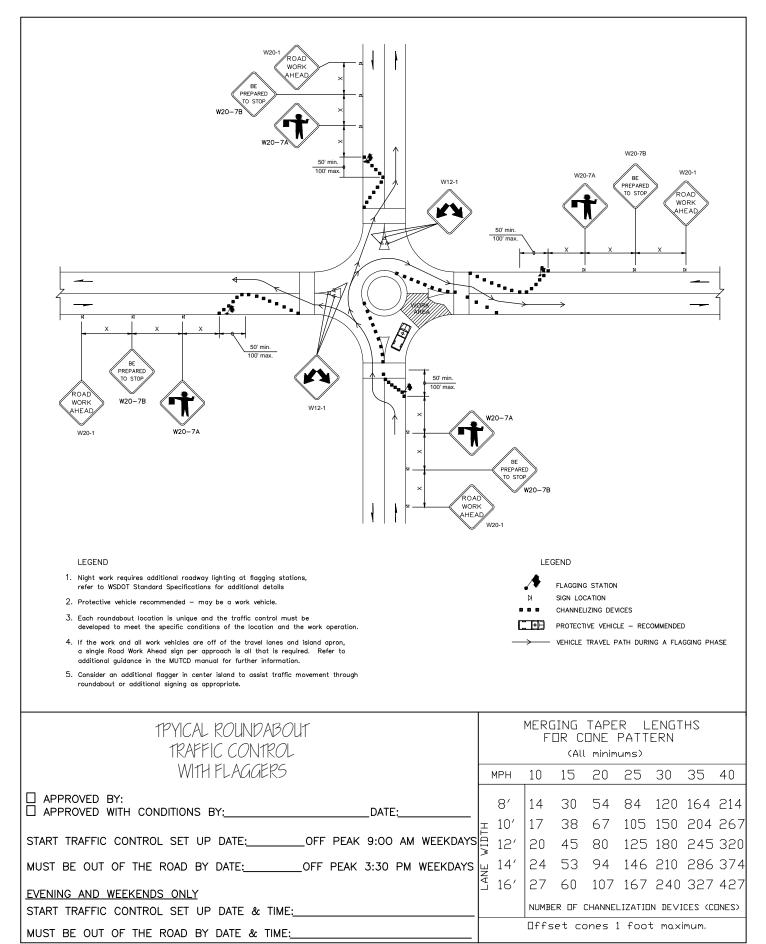
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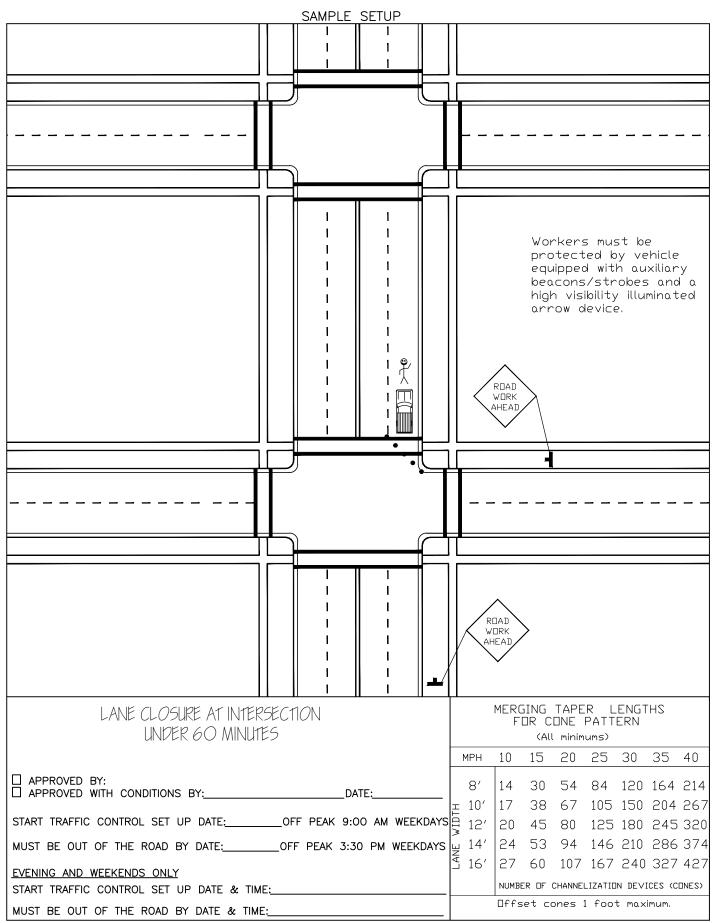
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	SAMPLE SETUP	_
WDR WDR RDAD	Nose cones for truck optional.	
RDAD WIRK AHE AII	Workers must be protected by vehicle equipped with auxiliary beacons/strobes and a high visibility illuminated arrow device.	
INSIDE LANE CLOSUR	I FUR CUNE PATTERN	
INTERSECTION UNDER 60		-
☐ APPROVED BY: ☐ APPROVED WITH CONDITIONS BY:  START TRAFFIC CONTROL SET UP DATE:		4
MUST DE OUT OF THE DOAD BY DATE	OFF PEAK 9:00 AM WEEKDAYS 12' 20 45 80 125 180 245 32 OFF PEAK 3:30 PM WEEKDAYS □ 14' 24 53 94 146 210 286 37	
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EVENING AND WEEKENDS ONLY START TRAFFIC CONTROL SET UP DATE & TIME	NUMBER OF CHANGE ATTACK PENTAGO (OTNIC)	
MUST BE OUT OF THE ROAD BY DATE & TIME	Uttset copes 1 foot maximum	_

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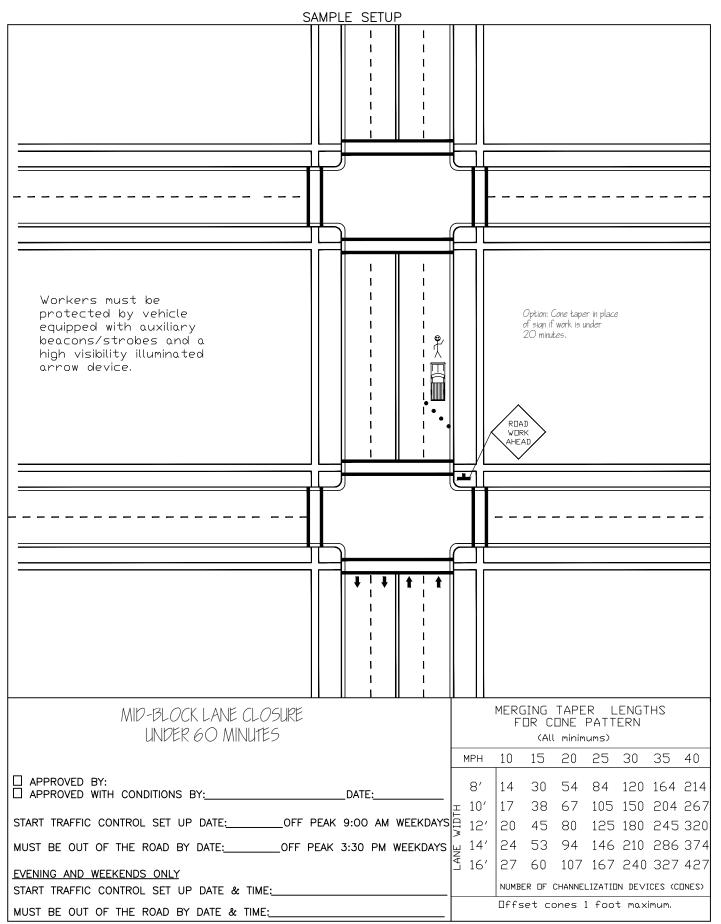
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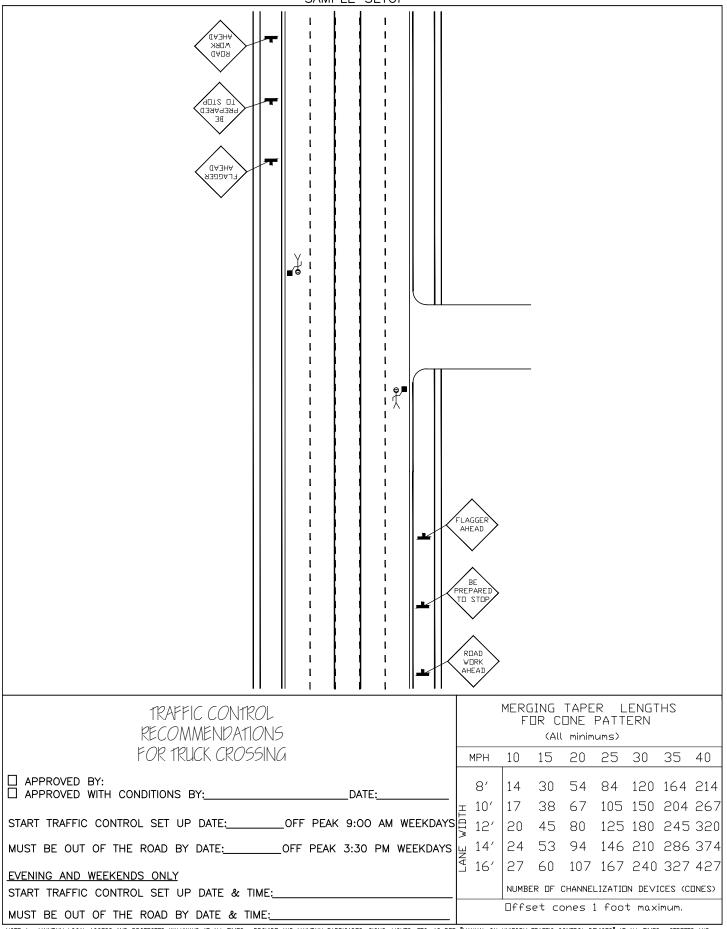


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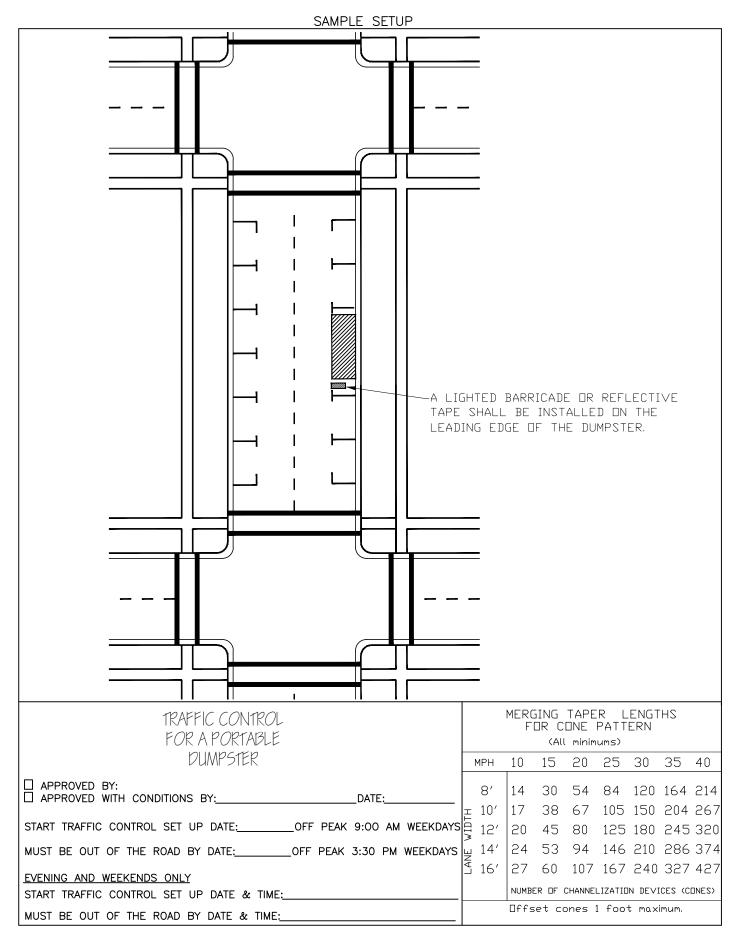
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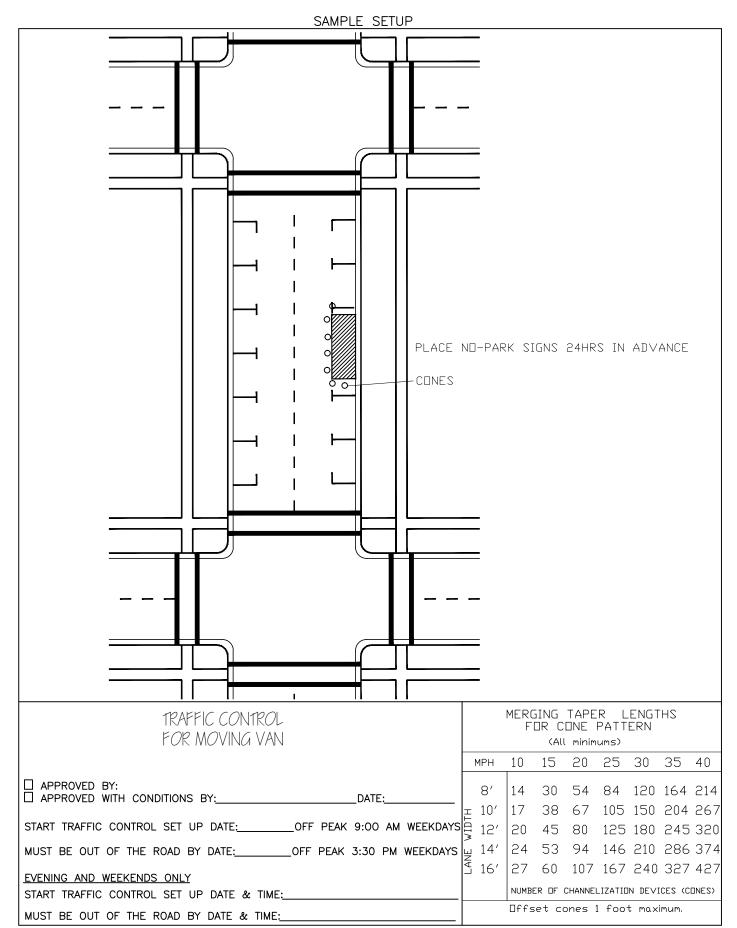
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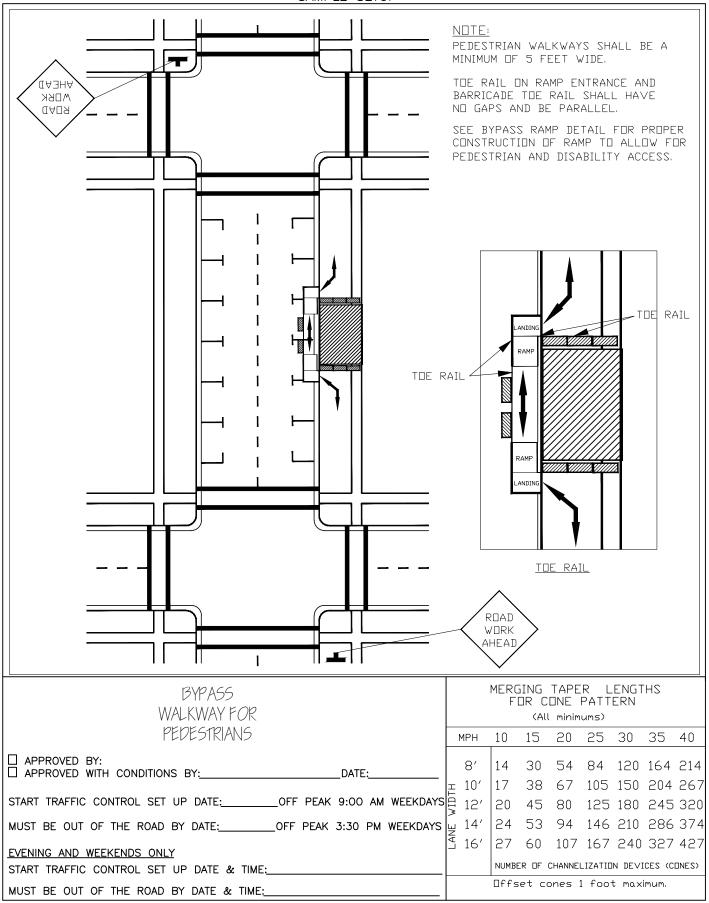


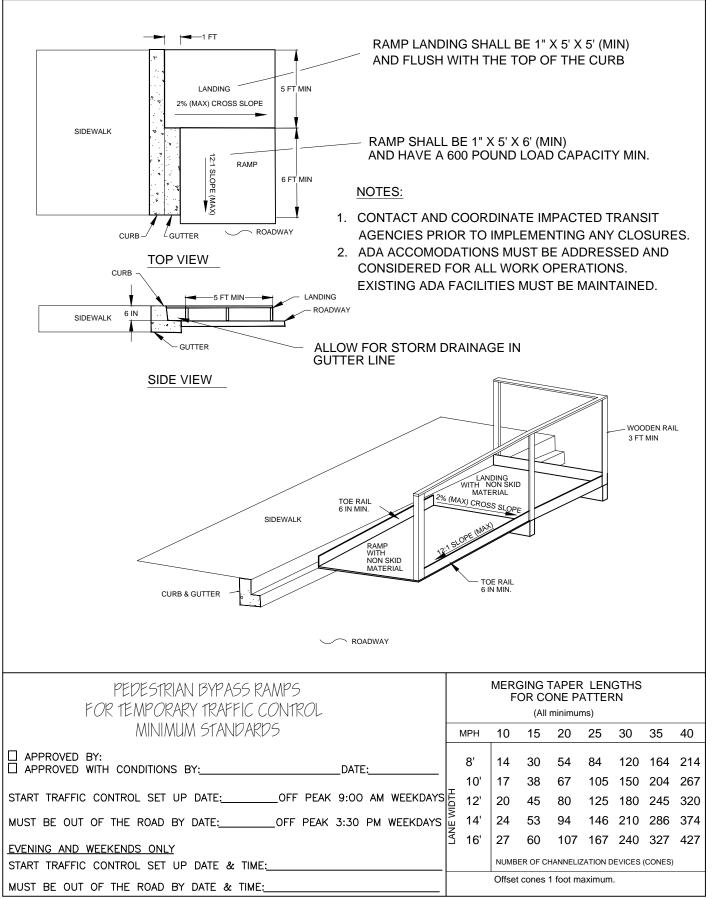
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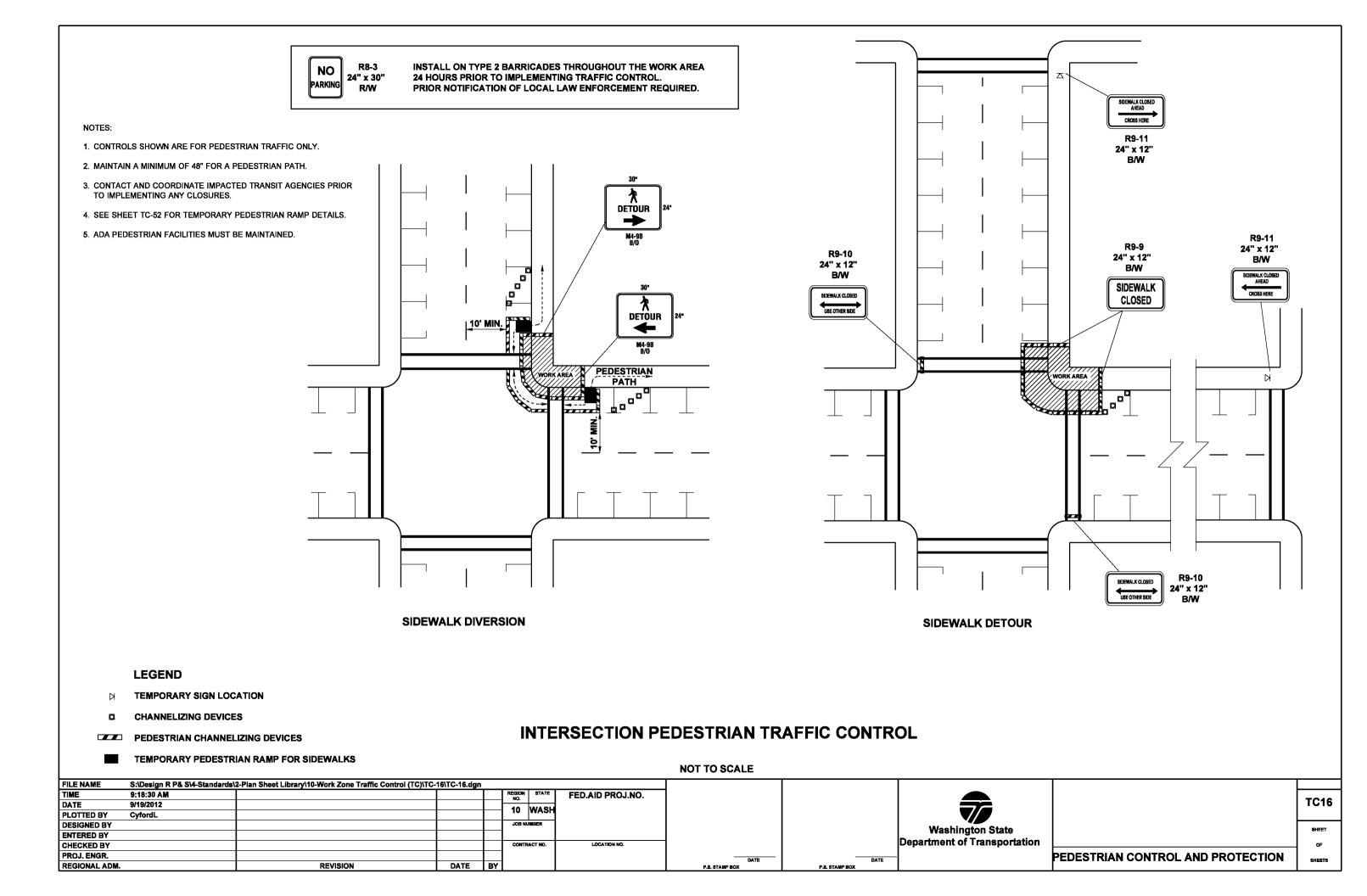
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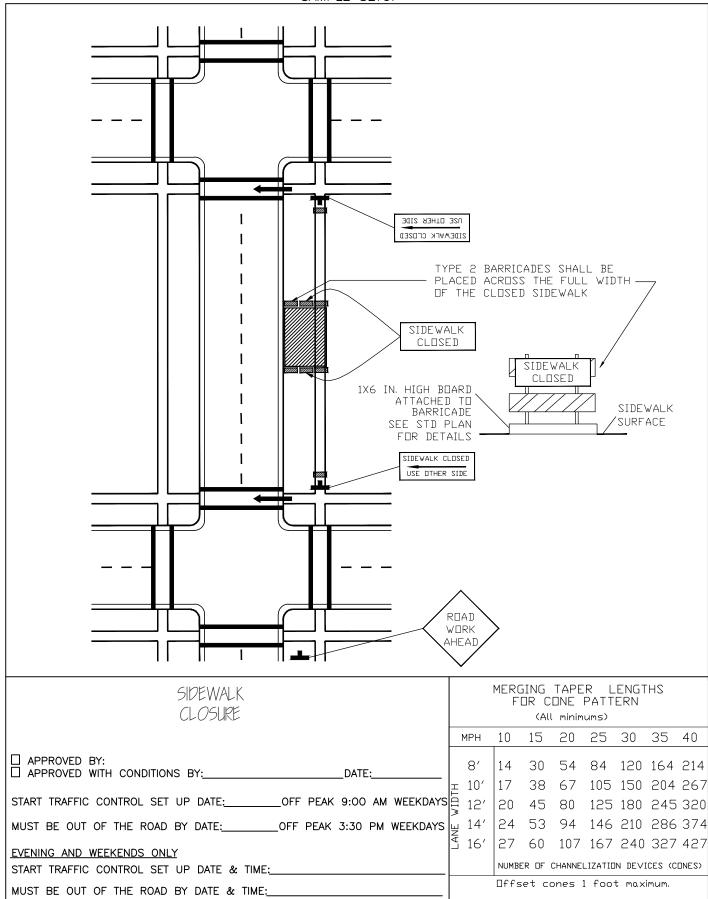
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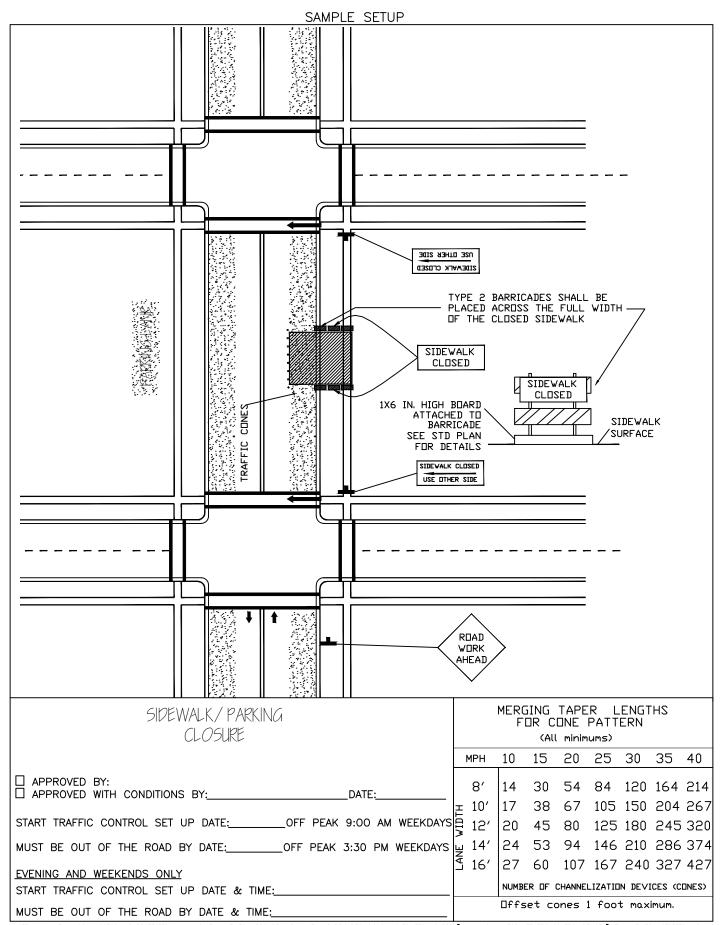




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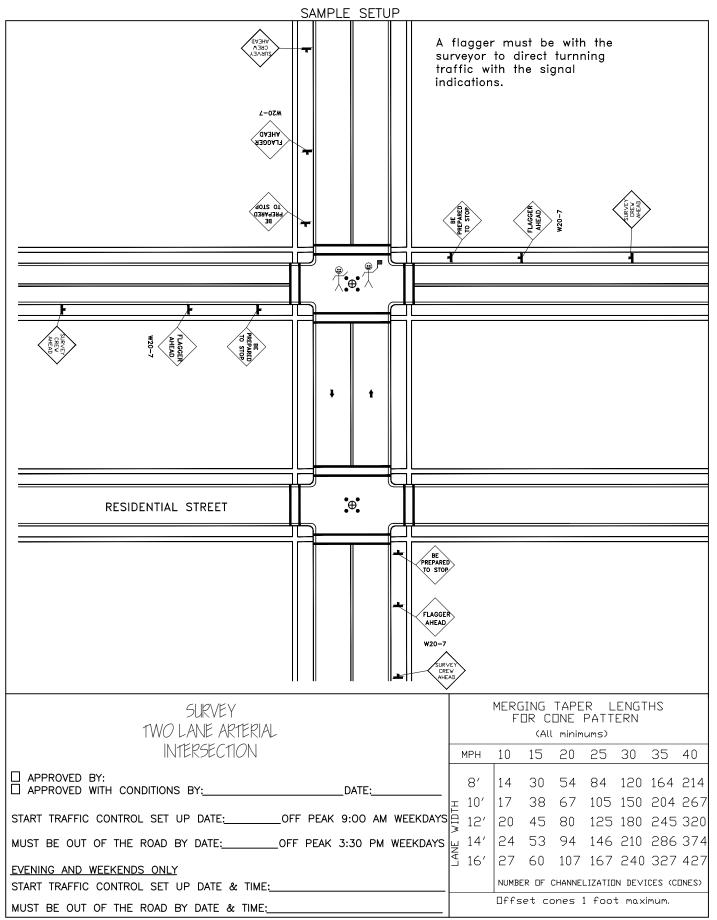
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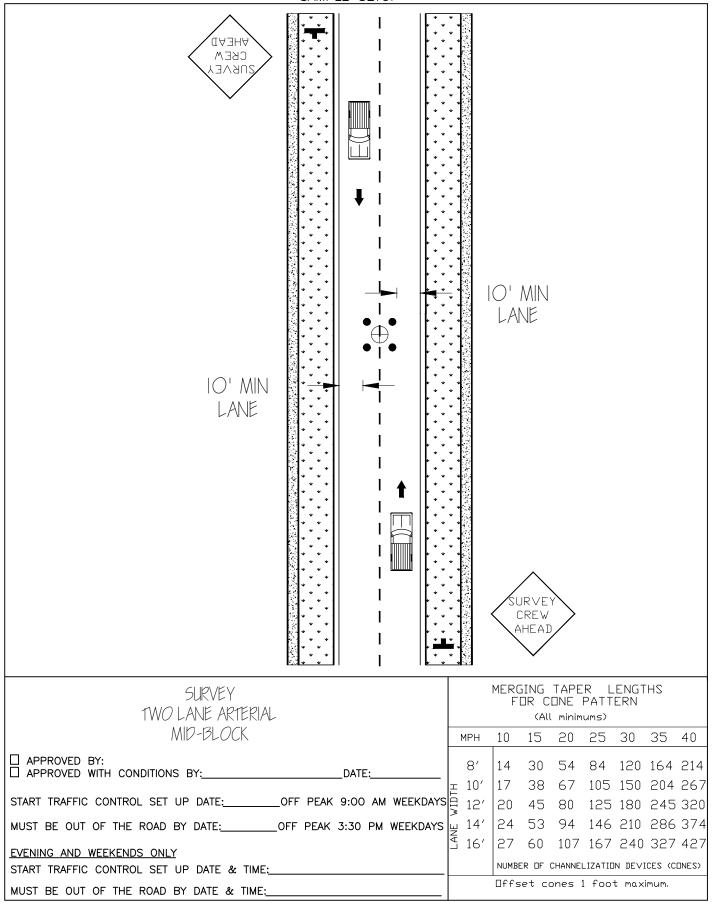


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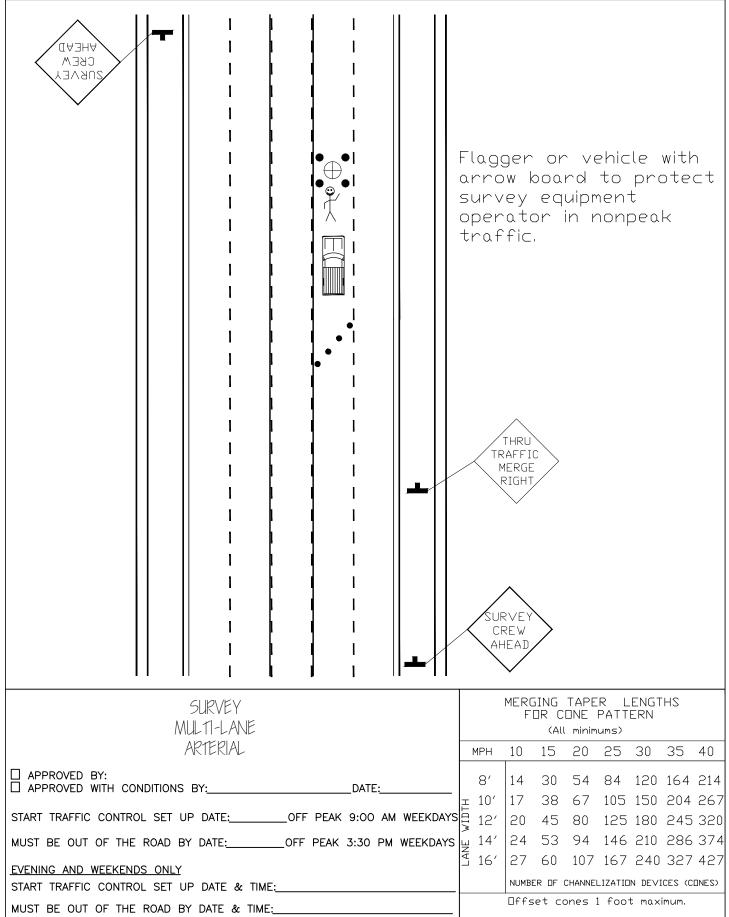




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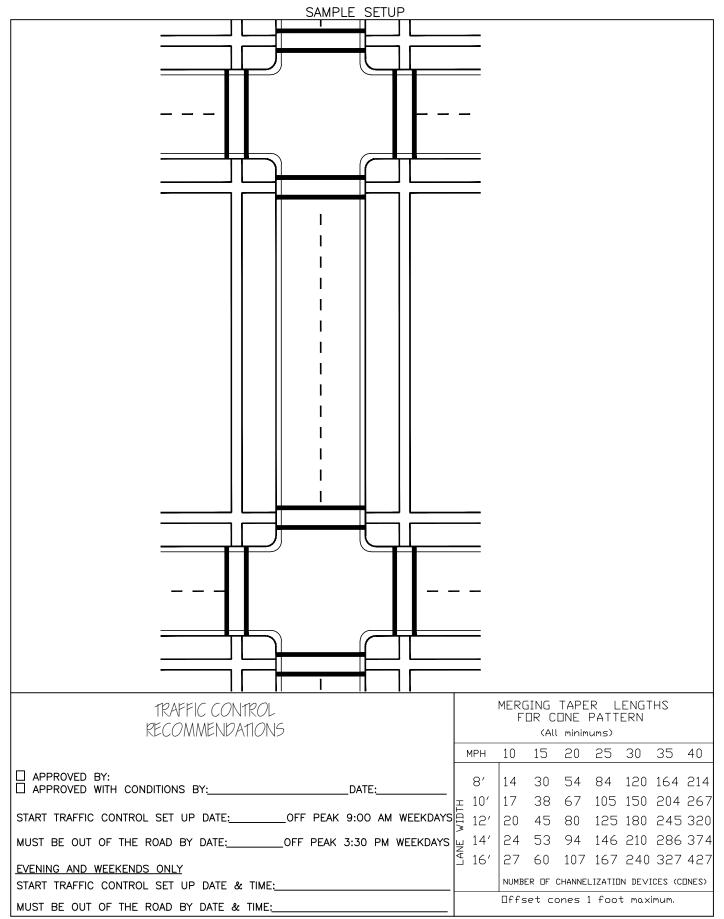
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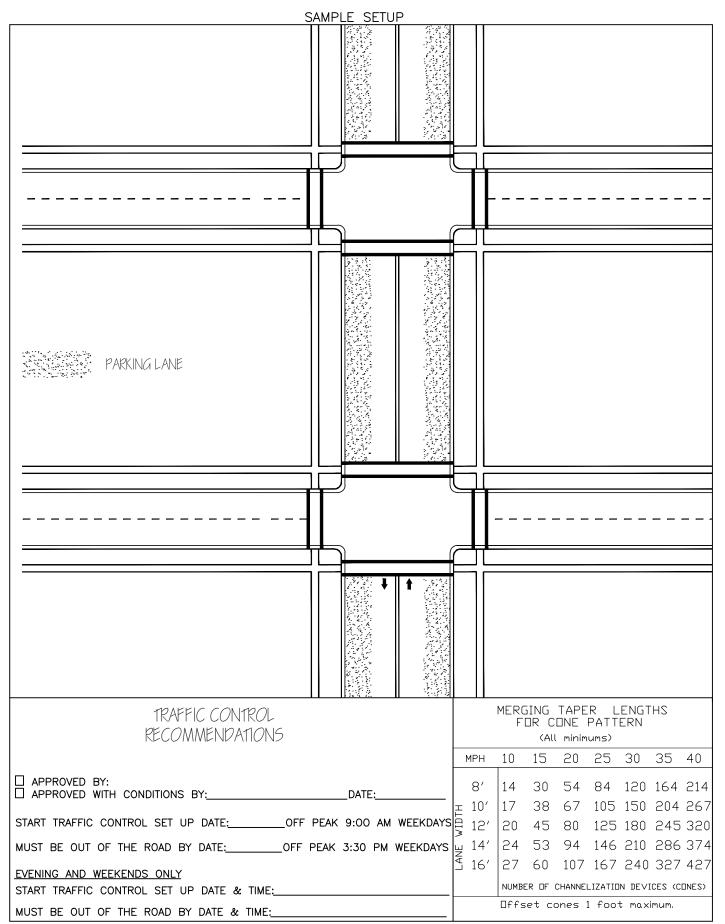
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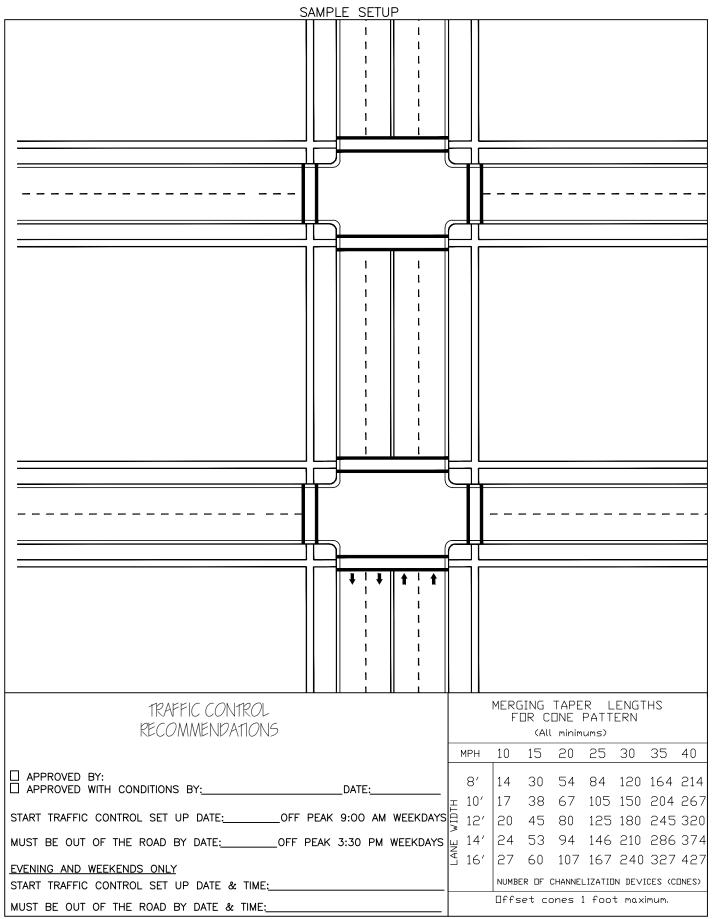


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# APPENDIX D CULTURAL RESOURCES INADVERTENT DISCOVERY PLAN

### **Pierce County**

# **Cultural Resources Inadvertent Discovery Plan**

In the event that any ground-disturbing activities or other project activities related to this development or in any future development uncover protected cultural material (e.g., bones, shell, antler, horn or stone tools), the following actions will be taken:

- When an unanticipated discovery of protected cultural material (see definitions below) occurs, the property owner or contractor will completely secure the location and contact:
  - a) The City of Tacoma project manager, Basel Kitmitto (253-591-5448 or 253-328-0302);
  - b) The Department of Archaeology and Historic Preservation (DAHP) (Stephanie Jolivette, 360-586-3088, or DAHP Front Desk 360-586-3065);
  - c) The affected Tribes:
    - a. Brandon Reynon, Puyallup Tribe (253-573-7986);
    - b. Annette Bullchild, Nisqually Tribe (360-456-5221 ext. 1106);
    - c. Laura Murphy, Muckleshoot Tribe (253-876-3272);
  - d) and the planner associated with the project.
- 2. If the discovery is **human remains**, the property owner or contractor will stop work in and adjacent to the discovery, completely secure the work area by moving the land-altering equipment to a reasonable distance, and will immediately contact:
  - a) The City of Tacoma project manager, Basel Kitmitto (253-591-5448 or 253-328-0302);
  - b) The Pierce County Sheriff's Office (253-798-7530);
  - c) and the Pierce County Medical Examiner's Office (253-798-6494) to determine if the remains are forensic in nature;
  - d) If the remains are not forensic in nature the Department of Archaeology and Historic Preservation (DAHP) (Guy Tasa 360-586-3534); will take the lead on determining the appropriate method of treatment for the remains and will consult with the affected tribes;

Cultural material that may be protected by law could include but not be limited to:

- 1. Buried layers of black soil with layers of shell, charcoal, and fish and mammal bones (Figure 1, top).
- 2. Buried cobbles that may indicate a hearth feature (Figure 1, bottom);
- 3. Non-natural sediment or stone deposits that may be related to activity areas of people;
- 4. Stone, bone, shell, horn, or antler tools that may include projectile points (arrowheads),
- 5. scrapers, cutting tools, wood working wedges or axes, grinding stones (Figures 2 & 3);
- 6. Stone tools or stone flakes (Figures 2 and 3);
- Perennially damp areas may have preservation conditions that allow for remnants of wood and other plant fibers; in these locations there may be remains including fragments of basketry, weaving, wood tools, or carved pieces (Figure 4); and
- 8. Concentrations of historical period artifacts (> 50 years old) (Figure 5); and
- 9. Human remains. This includes complete burials as well as fragmentary remains.

Figure 1: Shell Middens. These middens can extend into the intertidal zone in areas that have undergone sea level rise during the precontact period.





Figure 2: Examples of stone and bone tools.



Figure 3: Examples of stone flakes from an archaeological site.



Figure 4: Examples of underwater/intertidal archaeological features including wood or stone fish weirs (top), clam gardens (middle), sunken canoes (bottom) or other watercraft. Basketry (bottom) and other wood and fibrous artifacts can preserve in submerged environments.









Figure 5. Historical period sites (more than 50 years in age) are also protected by archaeology laws. These can include concentrations of broken ceramics, bottles, bricks, and metal objects (top) or historical period building foundations (bottom left) and historical period trash deposits (bottom right).







#### PART III

CITY OF TACOMA – EQUITY IN CONTRACTING PROGRAM

## **EIC REQUIREMENT FORM**

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

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

City of Tacoma – EIC Utilization Form

#### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

#### **Equity in Contracting Requirements**

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
3%	10%	18%

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

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

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

CCD/SBE: PW20-0161F Date of Record: 7.1.2020

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

# CHAPTER 1.07 EOUITY IN CONTRACTING

Sections:	
1.07.010	Policy and purpose.
1.07.020	Definitions.
1.07.030	Discrimination prohibited.
1.07.040	Program administration.
1.07.050	Certification.
1.07.060	Program requirements.
1.07.070	Evaluation of submittals.
1.07.080	Contract compliance.
1.07.090	Program monitoring.
1.07.100	Enforcement.
1.07.110	Remedies.
1.07.120	Unlawful acts.
1.07.130	Severability.
1.07.140	Review of program.

#### 1.07.010 Policy and purpose.

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

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

#### 1.07.020 Definitions.

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

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

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

C. "City" means all Departments, Divisions and agencies of the City of Tacoma.

D. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

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

- F. "Goals" means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.
- G. "MWBE Certified business" (or "MWBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.
- H. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.
- I. "SBE Program Manager" means the individual appointed, from time to time, by the City's Community and Economic Development Director to administer the Program Regulations.
- J. "Program Regulations" shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.
- K. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.
- L. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.
- M. "Proposal" means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.
- N. "Public Works (or "Public Works and Improvements)" means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.
- O. "Quote" means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.
- P. "Respondent" means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.
- Q. "Services" means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City's Purchasing Policy Manual.
- R. "Submittal" means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.
- S. "Supplies" means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.
- T. "Tacoma Public Utilities Service Area" means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.
- (Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

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

#### 1.07.050 Certification.

- A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:
- 1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
- 2. The company can demonstrate that it also meets at least one of the following additional requirements:
- a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
- b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
- c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
- d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.060 Program requirements.

- A. The program shall meet the following requirements:
- 1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.
- 2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.
- B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:
- 1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
- 2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
- 3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
- 4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
- 5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.
- 6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.
- C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

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

#### 1.07.070 Evaluation of submittals.

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

- B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:
- 1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.
- 2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.
- 3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

- 4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.
- C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:
- 1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.
- a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.
- b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.
- 2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:
- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

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

#### 1.07.080 Contract compliance.

- A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:
- 1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
- 2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
- 3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.
- B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

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

#### 1.07.090 Program monitoring.

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

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

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

#### **1.07.100 Enforcement.**

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

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

#### 1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

- 1. Forfeit the contractor's bid bond and/or performance bond;
- 2. Publish notice of the contractor's noncompliance;
- 3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
- 4. Withhold funds due contractor until compliance is achieved; and/or
- 5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;
- B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.
- C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

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

#### 1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

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

# City of Tacoma

Equity In Contracting Program Regulations

# City of Tacoma Equity In Contracting Regulations Manual

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#### Introduction

This document serves as the administrative manual for the Equity in Contracting policy that is described in Tacoma Municipal Code (TMC) Chapter 1.07.040(B). The manual will explain how compliance, monitoring, oversight, requirement-making, bid incentives, and enforcement actions will be administered. The document will be regularly updated. For any questions related to this document, please contact the Equity in Contracting (EIC) office at (253)591-5075 or SBEOffice@cityoftacoma.org.

#### Goals/Requirements on Contracts

#### A. Requirements

- 1. Public Work
  - a. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise (SBE) requirements are placed on all Public Work projects.
    - i. MBE, WBE, and SBE requirements are **mandatory**. As such, any bidder that does not meet any requirement shall be considered non-responsive by the Equity in Contracting office.
      - ii. If a bidder wishes to request a waiver, they must identify the request on the Equity in Contracting Waiver Request Form complete with the reason(s) why.
        - 1. Waiver types are listed under the "Waivers" section B.

Contractors are also subject to the City's ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the Equity in Contracting Office at 253-591-5075 for assistance. The list of City of Tacoma SBE subcontractors is available at

https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505. The list of MBE, WBE, and SBE certified firms from the Washington State Office of Minority and Women Owned Business Enterprises (OMWBE) can be found at: https://omwbe.diversitycompliance.com/

All SBE goals may be met by using DBE's or SBE's from the OMWBE list or the City of Tacoma SBE list. Please contact the Equity in Contracting Office for questions or to verify a firms status.

### **Contract Compliance**

#### A. Benefits

The City of Tacoma must monitor compliance for all contracts that have requirements related to Equity in Contracting policies. Adequate monitoring allows the City to audit ongoing contracts for compliance, make necessary changes to the Equity in Contracting Regulations Manual based on real data, and to proactively monitor any possible discrimination on City of Tacoma-funded contracts.

#### B. Requirements

- 1. All contracts that have requirements related to the Equity in Contracting policy must utilize two cloud-based software solutions:
  - a. "B2GNow" for prime-contractor and sub-contractor payment compliance.
  - b. "LCP Tracker" for certified payroll compliance.
- 2. To access both systems, please use the following link: https://cityoftacoma.sbecompliance.com/?TN=cityoftacoma

3. For support using these software solutions, please contact the Equity in Contracting office at (253)591-5075.

#### C. Key Performance Indicators

- 1. B2GNow
  - a. Ethnicity and Gender Summary
    - i. Subcontractors Only
    - ii. With Primes
  - b. Prompt Payment Analysis
  - c. Prime Contractor Performance on Active Contracts
  - d. Contract Awards Summarized by Department
- 2. LCP Tracker
  - a. Apprentice Hours
    - i. By Trade
    - ii. By Contractor
  - b. Employment By Area
    - i. Zip Code
    - ii. Council Districts
  - c. Employment By Ethnicity

#### Waivers

#### A. Benefits

There are times where the City may desire to waive a requirement from a contract. The following waivers, also identified in the Purchasing Policy Manual, give the City flexibility to waive requirements when the situation makes sense for it.

#### B. Requirements

- 1. Emergency
  - a. Must be documented and requested by the department/division awarding the contract.
- 2. Not Practicable
  - a. Must be documented and requested by the department/division awarding the contract.
- 3. Sole Source
  - a. Must be confirmed by the Finance Purchasing Manager.
  - b. Preliminary check to be made by Equity in Contracting division explicitly for potential MBEs, WBEs, and SBEs.
- 4. Government Purchasing
  - a. Must be confirmed by the Finance Purchasing Manager.
- 5. Lack of Certified Contractors
  - a. Must be documented and confirmed by the Equity in Contracting division.
  - b. The division will look up the available contractors by scope of work from the OMWBE roster and/or WEBS.
  - c. The list produced by this research shall be documented with other files for the contract in question.
  - d. If there are not more than 3 available contractors, there will not be a requirement placed on the contract for that scope of work.
- 6. Best Interests of the City
  - a. Must be documented and requested by the department/division awarding the contract.

#### C. Compliance

- 1. Waiver requests may be initiated by the contractor or the department owner.
  - a. When initiated by the contractor, the "Application for EIC Requirement Waiver" must be submitted to the EIC office.
    - i. The application will be reviewed by the office, and a determination will be made.
  - b. When initiated by the department owner, a request must be made in writing to the EIC office.
- 2. The waivers will be reviewed in accordance with 1.07.060(C).

#### D. Key Performance Indicators

- 1. Total quantity of Waivers
  - a. By type number
  - b. Type 5 will also need to document the NAICS code referenced.

#### **Version History**

The version history is marked by day.month.year.version nomenclature. A higher version number denotes a more recent version. For example, a 1.1.2020.1 version would denote the first version made in January 1<sup>st</sup> of 2020. A 1.1.2020.3 version would denote the third version made on January 1<sup>st</sup> of 2020. When referencing a specific contract, be sure to note that the version of the administrative manual matches that which was in the bid specifications.

Current Version 3.11.2020.1

Previous Version(s) 2.21.2020.1



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

#### **EQUITY IN CONTRACTING UTILIZATION FORM**

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

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

Bidder's Name:									
Address:				City/State/Zip:					
Spec. No					pany names and phone numbers are required to verify your EIC usage.				
a Company Name and	•	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Subcontractor 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 %		<b>j.</b> WBE Utilization			lization %				
By signing and submitted	ing this form the bidd	er certifies that the	EIC firms listed w	ill be used on this projec	et including all applical	ole change orders.			
Type or Print Name of I	Responsible Officer / Ti	itle	Signature	of Responsible Officer		Date			

# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor's responsibility to check the status of EIC subcontractors prior to bid opening. Call the EIC Office at 253-591-5075 for additional information.

### **Application for Waiver of EIC Requirements**

Section 1: Basic Information						
Contractor's Name:			EIC Requi	remen	ts	
Street Address:			MBE %	WB	E %	SBE %
City, State, ZIP Code:			-			
Contact E-mail Address:				I		
Contact Telephone No.:						
Section 2: Type of EIC Waive	r Requested					
MBE Waiver: □ Total	□ Partial	If partial waiver, ple revised MBE perce	ntage:			
WBE Waiver: □ Total	☐ Partial	If partial waiver, ple revised WBE perce	ntage:			
SBE Waiver:   Total	☐ Partial	If partial waiver, ple revised SBE percer		е		
Please explain the reason for the	ne waiver reques	st:				
Section 3: Supporting Docum						
Provide the following document			neet the EIC	requir	ement	s set forth
in the contract and in support of	•	•				
□ Attachment A. List of the g						
dates of publications soliciting for copies of such solicitation.	or certified MW	BE/SBE participation	as a subcon	tracto	r/suppi	ier and
☐ Attachment B. List of the o	partified MW/REs	:/SREs annearing in t	he State of V	Machi:	naton (	Office of
Minority and Women Business						
Provide proof of dates or copies						
MWBEs/SBEs. Describe the sp						
selected.						
Attachment C. Descriptions						
certified MWBEs/SBEs by the o						
the scope of work for the purpo						
☐ Attachment D. Description				ertified	ı MWB	SES/SBES
for the purposes of complying w				andaa	المدادات	•
☐ Attachment E. Identify date						
contractor, if any, scheduled by the City of Tacoma with certified MWBEs/SBEs whom the City of Tacoma determined were capable of fulfilling the EIC requirements set in the contract.						
Attachment F. Other information deemed relevant to the request.						
Attachment 1. Other information decined relevant to the request.						
Section 4: Signature and Con	tract Information	on				
By signing and submitting this f			od faith effor	t has	been n	nade to
promote MWBE/SBE participati						
Failure to submit complete and accurate information may result in a finding of noncompliance, non-						e, non-
responsibility, non-responsiven	ess, and a susp	ension or termination	of the contra	act.		
Prepared by (signature):				Date	ı	
Name and title of preparer (pr	int):			Date.	· ———	
Tame and this or proparer (pr						

#### Instructions for Completing and Submitting an Application for a Waiver of EIC Requirements

Section 1.07 of the Tacoma Municipal Code requires the City to set requirements for participation by Minority and Women-owned Business Enterprises (MWBE) and/or Small Business Enterprise (SBE) on many types of contracts. Prior to the contract award, separate goals are established for MBE, WBE, and SBE utilization, expressed as a percentage of payments made under the contract. The regulations allow the City to impose penalties if contractors fail to meet the requirements established for the contract and also allow the City to grant waivers of requirements, either prior to a contract award or after the award has been made, provided the contractor demonstrates an inability to solicit participation despite good faith efforts to that end. In order for a waiver to be granted, the contractor must submit a completed "Application for Waiver of EIC Requirements" form, along with the required supporting documentation.

#### Section 1: Basic Information

Enter the contractor's name, address, federal identification number, and the contract number in the spaces provided. Enter the MBE, WBE, and SBE utilization goals set forth in the solicitation or assigned contract.

#### **Section 2: Type of Waiver Request**

Check the type(s) of waiver requested. You may request a total or partial waiver of the EIC requirements. If you request a partial waiver any requirement, enter the revised goal for participation in the box provided. Use the space provided to provide a rationale for your waiver request. Consult the EIC Regulations Manual for the acceptable reasons waivers may be provided. You may attach additional sheets, if necessary.

#### **Section 3: Supporting Documentation**

Extensive documentation is required to demonstrate good faith efforts to comply with the EIC requirements. See the form for details on the required documentation.

#### **Section 4: Signature and Contact Information**

The waiver application must be signed by someone authorized to discuss the waiver with the Equity in Contracting office and Procurement. By signing the waiver application, the contractor certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of non-compliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.

Note: Unless total waivers for all three of the MBE, WBE, and SBE participation have been granted, the contractor is required to submit all reports and documents – including compliance reports – pursuant to the provisions set forth in the contract, to evidence compliance with the requirements.

#### **PART IV**

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

# TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

#### LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders <u>do not</u> have to submit any information in the bid submittal package to be in compliance with LEAP.

#### Post-award Submittals:

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

The forms above, LEAP Program Requirements, community empowerment zone maps, and all related LEAP documents can be accessed on the City of Tacoma LEAP website by navigating to LEAP Forms at the following link: <a href="http://cityoftacoma.org/leap">http://cityoftacoma.org/leap</a>.

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

The Local Employment Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Areas of the Tacoma Public Utilities Service Area.

The Apprentice Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

\*Exceptions: If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is above \$250,000 and below \$1,000,000 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) 594-7933 or (253) 591-5826. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, WA 98402.



City of Tacoma LEAP Office 747 Market Street, Room 900 Tacoma, WA 98402 Phone (253) 591-5826 FAX (253) 591-5232

#### **LEAP**

#### **Document Submittal Schedule**

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

- □ **LEAP 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: 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 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 (State Approved) Apprentice 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 Project Manager.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5826, Fax (253) 591-5232, or email <a href="mailto:carmstrong@cityoftacoma.org">carmstrong@cityoftacoma.org</a>.



City of Tacoma Community and Economic Development Department LEAP Office 747 Market Street, Room 808 Tacoma, WA 98402 (253) 591-5826 FAX (253) 591-5232

#### **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 Program at (253) 591-5826, Fax (253) 591-5232, or e-mail <a href="mailto:carmstrong@cityoftacoma.org">carmstrong@cityoftacoma.org</a>. 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 interests of the City of Tacoma.
74% to 50% achievement \$5.00 penalty
49% to 1% achievement \$7.50 penalty

\$10.00 penalty

#### **LEAP DOCUMENT SUBMITTALS\*\*:**

0% achievement

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.

<sup>\*\*</sup>WITHHOLDING PROGRESS PAYMENTS: The LEAP Coordinator may withhold progress payments for failure to submit required forms.



# PRIME CONTRACTOR LEAP UTILIZATION PLAN

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

Part A Date: **Contractor: Specification Number: Contract/Work Order Number(s): Contract Dollar Amount: Project Description: Notes:** PLANNED LEAP HOURS\* PART B Trade or Craft City of Tacoma Resident **Economic Distressed Area Tacoma Public WA State Apprentice** \*(Contracts outside of Resident **Utilities Service Area Apprentice Resident TPU Service Area Only)** hrs. hrs. hrs. hrs. **Date** hrs. Rejected hrs. hrs. hrs. hrs. hrs. hrs. hrs. hrs. **Date** hrs. hrs. hrs. hrs. hrs. hrs. hrs. hrs. **Totals** TOTAL hrs. Part C Provide a description of how the Contractor plans to ensure that the LEAP Utilization Goals on the project will be met. (Use additional sheets if necessary)

#### 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 Goal.

#### Part C

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



City of Tacoma LEAP Office 747 Market Street, Room 808 Tacoma, WA 98402 (253) 591-5826 fax (253) 591-5232 www.cityoftacoma.org/leap

### **LEAP EMPLOYEE VERIFICATION FORM**

Contractor/Sub:	Specification Number	er:
Project Description:		
Employee Name:	Craft:	
Ethnic Group ( <i>optional</i> ):	] Asian/Pac Isl. □ Black □ Hispanic □ Na	ative American □ White □ Other
Gender ( <i>optional</i> ): □ MALE	□ FEMALE	
Complete Physical Address (I	No PO Boxes):	
City:State:	Zip:Telephone:	Date of Hire:
Apprenticeship County:	Apprentice Registration I.D. (if a	pplicable):
Age: Copy of DD-2	14:	
*******Please fill out entire for	rm for tracking LEAP performance******	
LEAP qualified employee categori	es: (check all that apply and provide evidence	for each check)
a. Resident within the geog	graphic boundaries of the City of Tacoma	
b. Resident within Econom	ically Distressed ZIP Codes of the Tacoma Public	Utilities Service Area
c. WA State Approved Appr	entice living in Tacoma Public Utilities Service Ar	rea
d. WA State Approved Appr County)	rentice *(Only valid for contracts where 100% of	work is performed outside of Pierce
Signature of Employee:		Date:
Contractor Representative:	Da	te:

#### 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(Projects advertised after 05-20-13) Driver's License with current address Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address Copy of current tax form W-4 Rental Agreement/Lease (residential) Computer Printout From Other Government Agencies **Property Tax Records** Apprentice Registration I.D. Food Stamp Award Letter Housing Authority Verification Insurance Policy (Residence/Auto) \*Any of the above must have a complete physical address verified by the www.govme.org website. No PO Boxes Contractor Representative: Date:\_\_\_

Title:



## LEAP Weekly Payroll Report

Payroll Week Ending Date: Payroll Number:							
To the extent possible, Contr	actors shall recruit Appr	entices from multiple	e trades or crafts.	(LEAP Regula	ations Section II	<b>I</b> )	
Failure to submit this report	t attached to Weekly Cer	tified Payrolls may ro	esult in Progress	Payments bein	ng withheld.		
1) Total Labor hours wor	ked by <u>all</u> employees th	nis payroll period o	n this job:				
2) Total Wages paid <i>inclu</i> Please include below LEA			-				
City of Tacoma resident a (Use additional sheets if necessar	ınd/or a Washington St						
EAP Employee Name	4) Social Security Number	5) Craft	6) Class J/A	7) Type of hours	8) Hours worked (this job)	9) Hourl Rate of pay incl F/B	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	
						\$	

#### **Instructions for completing the LEAP Weekly Payroll Report**

If no work was performed on this job for this week, write **No Work Performed** on line # 1.

If work was performed on this job for this week, complete the form using the following instructions.

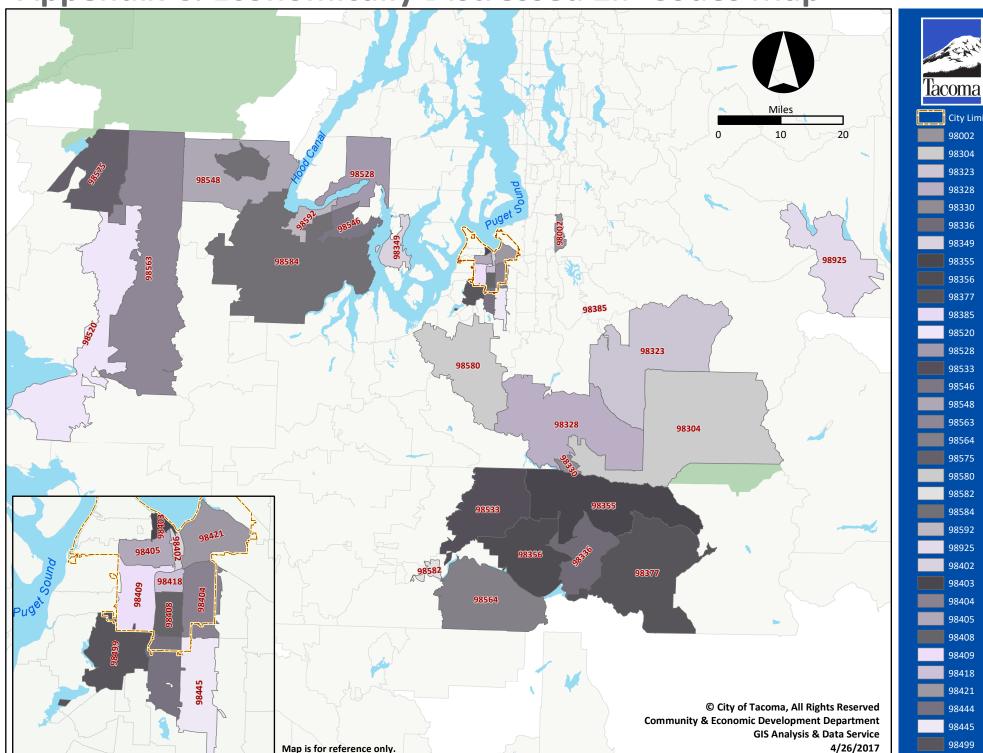
- 1) Enter the number of hours worked on this job by **all** employees
- 2) Enter the total Gross wages paid to all employees, (including fringe benefits) for this job
- 3) Enter employee name for **LEAP** qualified employees
- 4) Enter Social Security Number
- 5) Enter Craft as listed on Labor & Industries Intent to Pay Prevailing Wage
  - if this employee worked in more than one craft category, enter 5) through 9) on separate lines
- 6) Enter the employee class, Journeyman (J) or Apprentice (A)
- 7) Enter type of hours (regular (R), overtime (O), double time (DT), for this employee
  - for each change in type of hours enter 5) through 9) on separate lines
- 8) Enter the hours worked by this employee
- 9) Enter the rate of pay (including fringe benefits) for this employee

Sample	
1) Total hours worked on this job by all employees	142
2) Total gross pay for all employees working on this job	\$ 5412.91
2) Total gross pay for all employees working on this job	Ψ 3 112.71

The following employees have been identified as qualified LEAP employees for the purpose of meeting the LEAP Utilization Goal for this project.

3) Employee Name	4) Social Security Number	5) Craft	6) Class J/A	7) Type of hours	8) Hours worked (this job)	9) Hourly Rate of pay incl. F/B
Joe Smith	123-45-6789	Laborer	J	R	15	\$31.34
		Laborer	J	o	5	\$47.01
Tom Thompson	987-65-4321	Laborer	J	R	8	\$31.34
		Power Equipment Operator	J	R	8	\$37.24
Ken Swanson	654-59-7531	Electrician	A	R	32	\$29.93

# **Appendix C: Economically Distressed ZIP Codes Map**



Created by: aabramovich

Z:\R2017\R188\Mxds\Priority Hire Zipcodes 8x11 042617.mxd

City Limits

## **Economically Distressed ZIP Codes**

Zip Code	200% Pov	Unemployed	25+ College	Area
98002		Υ	Υ	Auburn
98030	Y	Υ		Kent
98032	Υ	Y		Kent
98198	Υ	Υ		Seattle
98304	Υ	Υ	Υ	Ashford
98323		Υ	Υ	Carbonado
98330	Υ		Υ	Elbe
98336	Υ		Υ	Glenoma
98355	Υ	Υ	Υ	Mineral
98356	Υ	Υ	Υ	Morton
98377		Υ	Υ	Randle
98385		Υ	Υ	South Prairie
98424	Υ	Υ		Fife
98433		Υ	Υ	JBLM
98439	Υ	Υ		Lakewood
98444	Υ	Υ	Υ	Parkland
98467	Υ	Υ		University Place
98499	Υ	Υ		Lakewood
98520	Υ	Υ		Aberdeen
98528	Υ		Υ	Belfair
98548	Υ	Υ	Υ	Hoodsport
98564	Υ		Υ	Mosssyrock
98575		Υ	Υ	Quinault
98580		Υ	Υ	Roy
98584	Υ	Y		Shelton
98597	Υ	Υ		Yelm
98925	Υ	Υ	Υ	Easton

<sup>&</sup>quot;200% Pov" = People at or below 200% of the federal poverty line. (69<sup>th</sup> percentile) "Unemployed" = Unemployment rate (45<sup>th</sup> percentile)

<sup>&</sup>quot;25+ College" = People at or above 25 years old without a college degree. (75<sup>th</sup> percentile)

### **Tacoma Public Utility Service Area**

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

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood
•	

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodsport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton

# No Work Performed (NWP) Report

Prime/Sub Contractor:		
Specification Number:		
Project Description:		
Payroll Week Ending Date:		
NO	WORK PERFOR	MED
I, the undersigned, do hereby cer herein is true and correct.	tify under penalty of perjury,	that the information contained
Signature of Responsible Officer	Title	Date

#### Chapter 1.90

#### LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

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

#### 1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.030 Definitions.

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

- A. "Apprentice" shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. "Building Projects" shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. "Director" shall mean the Director of Community and Economic Development, or the Director's Designee.
- G. "Economically Distressed ZIP Codes" shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:
  - 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
  - 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)

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

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

- H. "Electrical Utility" and "Water Utility" shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.
- I. "Estimated 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.
- J. "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.
- K. "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).
- L. "LEAP Coordinator" shall mean the City of Tacoma staff member who administers LEAP.
- M. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described in this chapter.
- N. "LEAP Regulations" or "Regulations" shall mean the rules and practices established in this document.
- O. "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.
- P. "Priority Hire Resident" shall mean any resident within the Economically Distressed ZIP Codes.
- Q. "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.
- R. "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.
- S. "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.
- T. "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.
- U. "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.

- V. "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."
- W. "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.
- X. "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.
- Y. 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.

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#### 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)

#### **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 Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- U. "Service Area Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.
- V. "Service Area Water" or "Water Service Area" shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.
- W. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."
- X. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.
- Y. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.
- Z. "Tacoma Public Utilities Service Area" shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.
- AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

(Ord. 28520 Ex. A; passed Jul. 17, 2018: Ord. 28147 Ex. B; passed May 7, 2013: Ord. 28110 Ex. C; passed Dec. 4, 2012: Ord. 27815 Ex. A; passed Jun. 30, 2009: Ord. 27368 § 1; passed Jun. 21, 2005: Ord. 26698 § 1; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.040 **LEAP** goals.

#### A. Utilization Goals.

- 1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.
- a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.
- 2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).
- 3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.
- 4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

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

#### B. Failure to Meet Utilization Goal.

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

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

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

- 2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).
- C. LEAP Reports. Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The 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.
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- 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.
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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.

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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.

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#### 1.90.105 **Authority.**

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

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

#### 1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### PART V

# STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS

#### PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

Look up prevailing rates of pay, benefits, and overtime codes from this link: https://secure.lni.wa.gov/wagelookup/

#### REQUIRED DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under 39.12 RCW that provided work and materials for the Contract:

- A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number <u>F700-029-000</u>. The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
- A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number <u>F700-007-000</u>. The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

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

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.

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

#### 2. CONTRACTOR

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

#### 3. SUBCONTRACTORS

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

#### 4. REQUIRED INSURANCE AND LIMITS

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

#### 4.1 Commercial General Liability Insurance

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

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

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

#### 4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury

and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

#### 4.3 Workers' Compensation

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

#### 4.4 Employers' Liability Insurance

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

#### 4.5 Other Insurance

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

Insurance Requirements
Template Revised 10/3/2019

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