

# SPECIFICATION NO. PW20-0360F

Streets Initiative Package #33

Project No. PWK-00434-33

#### **CITY OF TACOMA**

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

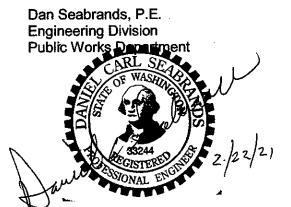
REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

**FOR** 

# SPECIFICATION NO. PW20-0360F

**Streets Initiative Package #33** 

**PROJECT NO. PWK-00434-33** 



Room 400, Tacoma Municipal Building North Tacoma, Washington 98421-2711

#### SPECIFICATION NO. PW20-0360F

#### **TABLE OF CONTENTS**

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

REQUEST FOR BIDS

SPECIAL REMINDER TO ALL BIDDERS

SPECIAL NOTICE TO BIDDERS

#### PART I BID PROPOSAL AND CONTRACT FORMS

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

#### PART II SPECIAL PROVISIONS

PART V

Div	Division 1 General Requirements			
Division 2		Earthwork		
Div	ision 3	Production from Quarry and Pit Sites and Stockpiling		
Div	ision 4	Bases		
Div	ision 5	Surface Treatments and Pavements		
Div	ision 6	Structures		
Division 7		Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits		
Div	ision 8	Miscellaneous Construction		
Div	ision 9	Materials		
App	endix A	City of Tacoma and WSDOT Standard Plans		
App	endix B	Traffic Control Plans		
Appendix C		General Construction Permit & SSP/SWPPP		
PART III	CITY OF TAG	COMA – EQUITY IN CONTRACTING PROGRAM		
		COMA - LOCAL EMPLOYMENT AND APPRENTICESHIP ROGRAM (LEAP) REGULATIONS FOR PUBLIC WORKS S		

STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS



## City of Tacoma Public Works Engineering

#### REQUEST FOR BIDS PW20-0360F Streets Initiative Package #33

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 30, 2021

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@citvoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

**Bid Opening:** Held virtually each Tuesday at 11AM. Attend <u>via this link</u> or call 1 (253) 215 8782. Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to <u>www.TacomaPurchasing.org.</u>

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

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

**Project Scope:** This project includes the grind and overlay of roadway along E 56th St from E Portland Ave to the end of ROW. The project also includes the construction of missing link sidewalk along the north side of the roadway, as well as updating curb ramps to ADA-compliance. Associated curb/gutter/sidewalk repair, along with updated permanent signing and striping, is also included. Lastly, 28 trees will be planted along the north side of the roadway.

Estimate: \$441,220.00

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

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

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

**Additional Information**: Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to teide@cityoftacoma.org.

**Protest Policy:** City of Tacoma protest policy, located at <a href="www.tacomapurchasing.org">www.tacomapurchasing.org</a>, 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: 02/10/2021

#### 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.
- 4. <u>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES</u>: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
- 5. <u>STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE 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:

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

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

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

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

#### I. STATE OF WASHINGTON

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

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

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

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

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an 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.

Revised: 07/29/2020 Page 1 of 4

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).

Revised: 07/29/2020 Page 2 of 4

#### **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.

Revised: 07/29/2020 Page 3 of 4

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

#### C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

#### D. DETERMINATION OF BIDDER RESPONSIBILITY

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

Revised: 07/29/2020 Page 4 of 4

# PART I BID PROPOSAL AND CONTRACT FORMS

## BID PROPOSAL

#### SPECIFICATION NO. PW20-0360F

#### **Streets Initiative Package #33**

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-00434-33 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.

All bid items are sorted in the following groups:

#### Schedule A: Roadway, Bid Items R1 - R43

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	<u>UNIT PRICE</u>	TOTAL AMOUNT
R1	SPCC Plan, per lump sum	1	Lump Sum	\$
1-07	or do rian, per lamp sam	LS	zamp sam	Ψ
R2	Mobilization, per lump sum	1	Lump Sum	\$
1-09	Mobilization, per fump sum	LS	Lump Sum	۶
R3	Pedestrian Traffic Control, per lump	1	Lump Sum	\$
1-10	sum	LS	Lump Sum	ş
R4	Project Temporary Traffic Control, per	1	Lunan Cum	\$
1-10	lump sum	LS	Lump Sum	Ş

Contractor's Name:	
Specification No. PW20-0360F	
Page <b>1</b> of <b>5</b>	

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
R5	Clearing and Grubbing, per lump sum	1	Lump Sum	\$
2-01		LS	·	
R6	Certified Arborist, per lump sum	1	Lump Sum	\$
2-01		LS	- F	,
R7	Removal of Structures and	1	Lump Sum	\$
2-02	Obstructions, per lump sum	LS	<b>24p 34</b>	Y
R8	Roadway Excavation, Incl. Haul, per	75	\$	\$
2-03	cubic yard	CY	¥	· · · · · · · · · · · · · · · · · · ·
R9	Structure Excavation Class B, per cubic	15	\$	\$
2-09	yard	CY	٧	- · · · · · · · · · · · · · · · · · · ·
R10	Shoring or Extra Excavation, Class B,	80	\$	\$
2-09	per square foot	SF	۶	
R11	Planing Bituminous Pavement, per	3,310	Ċ	\$
5-04	square yard	SY	\$	. >
R12	Remove Existing Pavement, Type I,	195	<u> </u>	<b>,</b>
2-14	Class C6, per square yard	SY	\$	\$
R13	Remove Existing Pavement, Type I,	588	ć	¢.
2-14	Class A4, per square yard	SY	\$	\$
R14	Barrer Catal Barrer	1	<b>A</b>	<b>A</b>
2-14	Remove Catch Basin, per each	EA	\$	\$
R15	David Carlo and Sant Carl	260	<b>A</b>	<b>A</b>
2-15	Remove Curb, per linear foot	LF	\$	\$
R16	Control Control Transfer and a section	123	<b>A</b>	<b>A</b>
4-04	Crushed Surfacing Top Course, per ton	TN	\$	\$
R17	Control Control Broad Control	130	<b>A</b>	<b>A</b>
4-04	Crushed Surfacing Base Course, per ton	TN	\$	\$
R18	UNAA CI 4/2   CO 50U 22	1,088	<u> </u>	<u> </u>
5-04	HMA CL 1/2" PG 58H-22, per ton	TN	\$	\$

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
		QUANTITI		
R19	Manhala 40 la Diana Tima 4 manasah	1	<u> </u>	<b>A</b>
7-05	Manhole 48 In. Diam. Type 1, per each	EA	\$	\$
R20	Catala Dasin Tima 1, non anch	2	ć	\$
7-05	Catch Basin Type 1, per each	EA	\$	_
R21	Adjust Existing Manhala, nor each	4	\$	\$
7-05	Adjust Existing Manhole, per each	EA	<b>&gt;</b>	_
R22	Adjust Existing Valve Chamber to	11	\$	\$
7-05	Grade, per each	EA	<b>&gt;</b>	_
R23	D.I. Sewer Pipe, 12-In Diam, per linear	40	\$	\$
7-05	foot	LF	¥	_ ¸
R24	Reconnect Existing Sewer Pipe, 12-In.	1	\$	\$
7-05	Diam, to New Structure, per each	EA	¥	_ ¸
R25	Reconnect Existing Sewer Pipe, 15-In.	1	\$	\$
7-05	Diam, to New Structure, per each	EA	¥	_
R26	Reconnect Existing Sewer Pipe, 8-In.	1	\$	\$
7-05	Diam, to New Structure, per each	EA	¥	_
R27	Temporary Sewer Bypass, per each	1	\$	\$
7-08	remporary sewer bypass, per each	EA	¥	_
R28	Temporary Bypass Pumping Plan, per	1	Lump Sum	\$
7-08	lump sum	LS	Lump Jum	Y
R29	Erosion/Water Pollution Control, per	1	Lump Sum	\$
8-01	lump sum	LS	Earnip Saini	Υ
R30	Stormwater Pollution Prevention Plan	1	Lump Sum	\$
8-01	(SWPPP) , per lump sum	LS		r
R31	Site Restoration, per lump sum	1	Lump Sum	\$
8-02	The same of the same	LS		r
R32	Plant Selection, per each	28	\$	\$
8-02	. is selection, per each	EA	τ	Τ

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	<u>UNIT PRICE</u>	TOTAL AMOUNT
R33 8-04	Cement Conc. Traffic Curb and Gutter, per linear foot	736 LF	\$	\$
R34 8-09	Raised Pavement Marker Type II, per hundred	10 HUND	\$	\$
R35 8-13	Poured Monument, per each	1 EA	\$	\$
R36 8-14	Cement Conc. Sidewalk, per square yard	780 SY	\$	\$
R37 8-14	Cement Conc. Driveway Entrance, per square yard	100 SY	\$	\$
R38 8-14	Cement Conc. Curb Ramp, per each	6 EA	\$	\$
R39 8-18	Mailbox Support, per each	3 EA	\$	\$
R40 8-21	Permanent Signing, per lump sum	1 LS	Lump Sum	\$
R41 8-22	Plastic Line, per linear foot	3,500 LF	\$	\$
R42 8-22	Plastic Stop Line, per linear foot	40 LF	\$	\$
R43 8-22	Plastic Crosswalk, per linear foot	200 LF	\$	\$
	Roadway Base Bid Total (Bid Items No. R1 - R43)		\$	(1)
	Total Base Bid (1)		\$	

Contractor's Name:	
Specification No. PW20-0360F	
Page <b>4</b> of <b>5</b>	

### **Proposal for Incorporating Recycled Materials into the Project**

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

Proposed total percentage:	percent (%)
constitute a Bidder Preference, and wi responsive Bid totals are exactly equal breaker, per the APWA GSP in Section proposed percentages will become a g	highly encouraged within the limits shown above, but does not ill not affect the determination of award, unless two or more lowest I, in which case proposed recycling percentages will be used as a tienal 1-02.6 of the Special Provisions. Regardless, the Bidder's stated goal the Contractor should do its best to accomplish. Bidders will be ials actually incorporated into the Project, in accordance with the ecial Provisions.
Bidder:	
Signature of Authorized Official:	
Date:	

#### SIGNATURE PAGE

## CITY OF TACOMA PUBLIC WORKS ENGINEERING

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

#### REQUEST FOR BIDS SPECIFICATION NO. PW20-0360F Streets Initiative Package #33

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 D 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	
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941		State Contractor's License Number (See Ch. 18.27, R.C.W.)	
Addendum acknowledgement #1	#2_	#3 #4 #5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 04/07/2020

Herewith find deposit in the form of a cashier's che amount is not less than 5-percent of the total bid.	ck in the amount of \$	which
	SIGN HERE	
	D POND	
DI	D BOND	
KNOW ALL MEN BY THESE PRESENTS:		
That we,		
and firmly bound unto the City of Tacoma, as Oblig		, as Surety, are held
	•	
and the Surety bind themselves, their heirs, execut severally, by these presents.	tors, administrators, success	sors and assigns, jointly and
The condition of this obligation is such that if the O	bligee shall make any award	d to the Principal for
according to the terms of the proposal or bid made and enter into a contract with the Obligee in according shall give bond for faithful performance thereof, a Principal shall, in case of failure to do so, pay a specified in the call for bids, then this obligation of the force and effect and the Surety shall forthwith damages, the amount of this bond.	dance with the terms of said with Surety or Sureties app and forfeit to the Obligee the hall be null and void; otherw	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 (March 16, 2021), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the

foregoing is true and correct. Bidder Signature of Authorized Official\* Printed Name Title Date City State Check One: Individual □ Partnership □ Joint Venture □ Corporation □ State of Incorporation, or if not a corporation, the state where business entity was formed: If a co-partnership, give firm name under which business is transacted:

<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.
	Name of Bidder:
State Responsibility and Reciprocal	Bid Preference Information
Certificate of registration as a contractor (Must be in effect at the time of bid submittal):	Number:
,	Effective Date:
	Expiration Date:
Current Washington Unified Business Identifier (UBI) Number:	Number:
Do you have industrial insurance (workers' compensation)	□ Yes □ No
Coverage nor your employees working in Washington?	☐ Not Applicable
Mark's star Franks was at Oassaits Day aster and North an	Newskary
Washington Employment Security Department Number	Number:
	☐ Not Applicable
Washington Department of Revenue state excise tax	Number:
Registration number:	□ Not Applicable
	□ Not Applicable
Have you been disqualified from bidding any public	□ Yes □ No
works contracts under RCW 39.06.010 or 39.12.065(3)?	If yes, provide an explanation of your disqualification on a separate page.
Do you have a physical office legated in the state of	
Do you have a physical office located in the state of Washington?	□ Yes □ No
f incorporated, in what state were you incorporated?	State:   Not Incorporated
f not incorporated, in what state was your business	Stato
f not incorporated, in what state was your business entity formed?	State:

☐ Yes

□ No

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

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?

## **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
9%	8%	17%

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

www.cityoftacoma.org/sbe www.omwbe.diversitycompliance.com\*

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

CCD/SBE: PW20-0360F Date of Record: 2.23.2021

<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 contractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

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

Bidder's Name:								
Address:				City/State/Zip:				
Spec. No	Base Bid *	\$		Complete company na	mes and phone numb	ers are required to	verify your EIC u	ısage.
a. Company Name and T		b.	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %		<b>j.</b> WBE Utilization			lization %			
By signing and submitting	g this form the bidd	er certifies that the	EIC firms listed w	vill be used on this projec	ct including all applica	ble change orders.		
Type or Print Name of Re	sponsible 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 contractor.
- 5. Column "d" The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.
- 6. Column "e" The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
- 8. Column "f" Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
- 9. Column "g" Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
- 10. Column "h" Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
- 11. Block "i" The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)
- 12. Block "j" The percent of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)

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

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

C	0	N	TF	<b>R/</b>	<b>\C</b>	;T	•	

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.

That we, the undersigned,		
as principal, and		_
as a surety, are jointly and severally held and firmly b	pound to the CITY OF TACOMA, in the penal sum of,	
\$ , for the	e payment whereof Contractor and Surety bind themselves,	
their executors, administrators, legal representatives	, successors and assigns, jointly and severally, firmly by these presents.	
This obligation is entered into in pursuance of th Tacoma.	e statutes of the State of Washington, the Ordinances of the City of	
WHEREAS, under and pursuant to the City Cha about to enter with the above bounden principal, a co	rter and general ordinances of the City of Tacoma, the said City has or is ontract, 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 04/09/2020

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

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

Principal: Enter Vendor Legal Name	
Ву:	
Surety:	
Ву:	
Agent's Name:	
Agent's Address:	

Form No. SPEC-100B 04/09/2020



# PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

	Dorid No.
That we, the undersigned,	
as principal, and	
as a surety, are jointly and severally held and firmly bound to	·
	nt whereof Contractor and Surety bind themselves,
	sors and assigns, jointly and severally, firmly by these presents.
This obligation is entered into in pursuance of the statute Tacoma.	s of the State of Washington, the Ordinances of the City of
WHEREAS, under and pursuant to the City Charter and gabout to enter with the above bounden principal, a contract, p	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 beggin and is made a part ba	roof on the righ attached horato) and
(which contract is referenced to herein and is made a part her	
the manner and within the time set forth.	ntract, and undertake to perform the work therein provided for in
and conditions of all duly authorized modifications, additions a	if and when the principal, its heirs, executors, administrators, he Principal's obligations under the Contract and fulfill all terms and changes to said Contract that may hereafter be made, at the ance obligations have not been fulfilled, this bond shall remain in
specifications accompanying the Contract, or to the work to b	ension of time, alteration or addition to the terms of the Contract and changes to the terms and conditions of the Contract that
	he Surety for recovery hereunder, then the Surety, in addition to ed by the City in enforcement of its rights hereunder. Venue for oe in Pierce County, Washington.
	nsact business in the State of Washington as surety and named I Bonds" as published in the Federal Register by the Audit Staff
One original bond shall be executed, and signed by the partie accompanied by a fully executed power of attorney for the off	es' duly authorized officers. This bond will only be accepted if it is ice executing on behalf of the surety.
Principal: Enter Vendor Legal Name	
Ву:	
Surety:	
Ву:	
Agent's Name:	
Agent's Address:	

Form No. SPEC-100A 04/09/2020



Cit∖	≀of ˈ	Tacoma Contract No.:	Specification No.:
• ,	٠.	i accina continact i ten	

## **General Release to the City of Tacoma**

The undersigned, named as	s the Contractor in a certair	agreement between
contractor name and the Cit	y of Tacoma, dated	, 20, hereby
releases the City of Tacoma	a, its departmental officers,	employees, and
agents, from any and all cla	im or claims known or unki	nown, in any manner
whatsoever, arising out of, o	or in connection with, or rel	ating to said contract,
excepting only the equity of	the undersigned in the am	ount now retained by
the City of Tacoma under sa	aid contract, to-wit: the sum	ı of
\$		
Signed on this	_ day of	_, 20
	Contractor Name	
	Contractor Authorized Signature	
	Title	
	Type or Print Signature Name	

Form No. SPEC-140A Rev. 09/04/2014

## PART II

SPECIAL PROVISIONS

## **Table of Contents**

IN	NTRODUCTION	1
DE	ESCRIPTION OF WORK	1
1-(	-01 DEFINITIONS AND TERMS	2
	1-01.3 Definitions	2
1-(	-02 BID PROCEDURES AND CONDITIONS	5
	1-02.1 Prequalification of Bidders	5
	1-02.1 Qualifications of Bidder	5
	1-02.2 Plans and Specifications	5
	1-02.4(1) General	5
	1-02.5 Proposal Forms	5
	1-02.6 Preparation of Proposal	6
	1-02.6(1) Recycled Materials Proposal	7
	1-02.7 Bid Deposit	7
	1-02.9 Delivery of Proposal	7
	1-02.10 Withdrawing, Revising, or Supplementing Proposal	
	1-02.12 Public Opening of Proposals	9
	1-02.13 Irregular Proposals	9
	1-02.14 Disqualification of Bidders	10
	1-02.15 Pre Award Information	11
1-0	-03 AWARD AND EXECUTION OF CONTRACT	12
	1-03.1 Consideration of Bids	
	1-03.1(1) Identical Bid Totals	12
	1-03.2 Award of Contract	12
	1-03.3 Execution of Contract	12
	1-03.4 Contract Bond	13
	1-03.5 Failure to Execute Contract	14
1-0	-04 SCOPE OF THE WORK	15
	1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda 15	d
	1-04.6 Variation in Estimated Quantities	15
1-(	-05 CONTROL OF WORK	16
	1-05.3 Working Drawings	16
	1-05.3 Submittals	16
	1-05.3(1) Submittal Schedule	16

	1-05.3(2) Submittal Procedures	16
	1-05.3(3) Engineer's Review of Submittals	17
	1-05.3(4) Resubmittals	18
	1-05.3(5) Submittal Requirements by Section	18
	1-05.3(6) Project Red Line Drawings	19
	1-05.4 Conformity With and Deviations from Plans and Stakes	21
	1-05.7 Removal of Defective and Unauthorized Work	21
	1-05.11 Final Inspection	22
	1-05.11 Final Inspections and Operational Testing	22
	1-05.11(1) Substantial Completion Date	22
	1-05.11(2) Final Inspection and Physical Completion Date	23
	1-05.11(3) Operational Testing	23
	1-05.12(1) One-Year Guarantee Period	24
	1-05.13 Superintendents, Labor and Equipment of Contractor	24
	1-05.15 Method of Serving Notices	24
	1-05.16 Water and Power	24
1-	06 CONTROL OF MATERIAL	26
	1-06.1 Approval of Materials Prior To Use	26
	1-06.1(1) Qualified Products List (QPL)	26
	1-06.1(2) Request for Approval of Material (RAM)	26
	1-06.6 Recycled Materials	. 26
1-	07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC	. 27
	1-07.1 Laws to be Observed	. 27
	1-07.2 State Taxes	27
	1-07.9 Wages	27
	1-07.9(5) Required Documents	27
	1-07.15 Temporary Water Pollution/Erosion Control	. 28
	1-07.15(1) Spill Prevention, Control and Countermeasures Plan	28
	1-07.16 Protection and Restoration of Property	32
	1-07.16(1) Private/Public Property	32
	1-07.17 Utilities and Similar Facilities	32
	1-07.18 Public Liability and Property Damage Insurance	33
	1-07.18 Insurance	33
	1-07.23 Public Convenience and Safety	33
	1-07.23(1) Construction Under Traffic	33

	1-07.23	B(2) Construction and Maintenance of Detours	36
	1-07.24	Rights of Way	36
1.	-08 PF	OSECUTION AND PROGRESS	38
	1-08.0	Preliminary Matters	38
	1-08.0(	1) Preconstruction Conference	38
	1-08.0(	2) Hours of Work	38
	1-08.0(	3) Reimbursement for Overtime Work of Contracting Agency Employees	39
	1-08.1	Subcontracting - D/M/WBE Reporting	39
	1-08.4	Prosecution of Work	39
	1-08.4	Notice to Proceed and Prosecution of Work	40
	1-08.5	Time for Completion	40
	1-08.9	Liquidated Damages	41
1-	·09 M	EASUREMENT AND PAYMENT	42
	1-09.6	Force Account	42
	1-09.9	Payments	42
	1-09.9(	1) Retainage	43
	1-09.13	3(3)A Administration of Arbitration	43
1-	·10 TE	MPORARY TRAFFIC CONTROL	45
	1-10.1	General	45
	1-10.1(	2) Description	45
	1-10.2(	1) General	45
	1-10.2(	3) Conformance to Established Standards	46
	1-10.3(	1) Traffic Control Labor	46
	1-10.3(	1)B Other Traffic Control Labor	47
	1-10.3(	3)A Construction Signs	47
	1-10.3(	3)C Portable Changeable Message Sign	47
	1-10.4(	2) Item Bids with Lump Sum for Incidentals	48
2-	·01 CL	EARING, GRUBBING, AND ROADSIDE CLEANUP	49
	2-01.1	Description	49
	2-01.2	Disposal of Usable Material and Debris	49
	2-01.3(	1) Clearing	49
	2-01.3(	2) Grubbing	50
	2-01.3(	5) Certified Arborist	50
	2-01.3(	5) Definition of Vegetation	50
	2-01.3(	5) Tree and Stump Classifications	51

	2-01.4 Measurement	51		
	2-01.5 Payment	51		
2-	2-03 ROADWAY EXCAVATION AND EMBANKMENT	52		
	2-03.1 Description	52		
	2-03.3 Construction Requirements			
	2-03.3(5) Slope Treatment	52		
	2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters			
	2-03.4 Measurement			
	2-03.5 Payment	53		
2-	2-07 WATERING	54		
	2-07.3 Construction Requirements	54		
	2-07.3(1) Water Supplied from Hydrants	54		
2-	2-14 PAVEMENT REMOVAL	55		
	2-14.1 Description	55		
	2-14.2 Pavement Classification	55		
	2-14.3 Construction Requirements	56		
	2-14.4 Measurement	56		
	2-14.5 Payment	56		
2-	2-15 CURB AND CURB AND GUTTER REMOVAL	58		
	2-15.1 Description	58		
	2-15.2 Curb Classification	58		
	2-15.3 Construction Requirements	58		
	2-15.4 Measurement	58		
	2-15.5 Payment	58		
2-	2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC	59		
	2-16.1 Description	59		
	2-16.2 Vacant	59		
	2-16.3 Construction Requirements	59		
	2-16.4 Measurement	59		
	2-16.5 Payment	59		
3-	3-04 ACCEPTANCE OF AGGREGATE	60		
	3-04.1 Description	60		
	3-04.3(1) General	60		
	3-04.3(4) Testing Results	60		
	3-04.3(6) Statistical Evaluation	60		

4-04	BALLAST AND CRUSHED SURFACING	61
4-04	4.3(5) Shaping and Compaction	61
4-04	4.5 Payment	61
5-04	HOT MIX ASPHALT	62
5-04	1.2 Materials	62
5-04	4.2(1) How to Get an HMA Mix Design on the QPL	62
5-04	4.2(2) Mix Design – Obtaining Project Approval	62
5-04	4.2(2)B Using HMA Additives	63
5-04	4.3 Construction Requirements	63
5-04	4.3(2) Paving Under Traffic	64
5-04	4.3(3)C Pavers	64
5-04	4.3(3)D Material Transfer Device or Material Transfer Vehicle	64
5-04	4.3(4)C Pavement Repair	64
5-04	4.3(6) Mixing	65
5-04	4.3(9) HMA Mixture Acceptance	65
5-04	4.3(9)A Test Sections	65
5-04	4.3(9)B Mixture Acceptance — Statistical Evaluation	66
5-04	4.3(9)B Mixture Acceptance – Nonstatistical Evaluation	66
5-04	4.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots	66
5-04	4.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots	66
5-04	4.3(9)E Mixture Acceptance – Notification of Acceptance Test Results	66
5-04	4.3(10)B HMA Compaction - Cyclic Density	67
5-04	4.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots	67
5-04	4.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing	67
5-04	4.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing	67
5-04	4.3(18) Temporary Pavement Patch	67
5-04	4.4 Measurement	68
5-04	1.5 Payment	68
6-02	Concrete Structures	70
6-02	2.3(1) Classification of Structural Concrete	70
6-02	2.3(2)B Commercial Concrete	70
7-04	STORM SEWERS	71
7-05	MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS	72
7-05	5.1 Description	72
7-05	5.2 Materials	72

7-	-05.3 Construction Requirements	72
7-	-05.3(1) Adjusting Manholes and Catch Basins to Grade	72
7-	-05.3(1) Adjusting Utility Structures to Grade	72
7-	-05.3(3) Connections to Existing Manholes	72
7-	-05.4 Measurement	72
7-	-05.5 Payment	73
7-07	CLEANING EXISTING DRAINAGE STRUCTURES	74
7-	-07.3 Construction Requirements	74
7-08	GENERAL PIPE INSTALLATION REQUIREMENTS	75
7-	-08.3 Construction Requirements	75
7-	-08.3(1)A Trenches	75
7-	-08.3(1)C Bedding the Pipe	75
7-	-08.3(2)F Plugs and Connections	75
7-	-08.3(2)G Jointing of Dissimilar Pipe	75
7-	-08.3(3) Backfilling	75
7-	-08.3(5) Temporary Bypass Pumping	76
7-	-08.3(6) Abandon Existing Pipe	77
7-	-08.5 Payment	77
8-01	EROSION CONTROL AND WATER POLLUTION CONTROL	78
8-	-01.3(1)A Submittals	78
8-	-01.3(1)B Erosion and Sediment Control (ESC) Lead	78
8-	-01.3(1)C Water Management	79
8-	-01.3(8) Street Cleaning	80
8-	-01.3(9)D Inlet Protection	80
8-	-01.4 Measurement	80
8-	-01.5 Payment	80
8-02	ROADSIDE RESTORATION	81
8-	-02.3 Construction Requirements	81
8-	-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation (per 2019-04-01	
Ar	mendment, typ.)	81
8-	-02.3(5)B Lawn Area Preparation (per 2019-04-01 Amendment, typ.)	81
8-	-02.3(6) Soil Amendments	81
8-	-02.3(8)C Pruning, Staking, Guying and Wrapping	81
8-	-02.3(10) Lawn Installation (per 2019-04-01 Amendment, typ.)	82
8-	-02.3(10)A Dates and Conditions for Lawn Installation) (per 2019-04-01 Amendment, typ.)	82

	8-02	2.3(10)B Lawn Seeding and Sodding (per 2019-04-01 Amendment, typ.)	82
	8-02	2.3(10)C Lawn Establishment (per 2019-04-01 Amendment, typ.)	82
	8-02	2.3(11) Mulch	83
	8-02	2.3(13) Plant Establishment	83
	8-02	2.3(14) Plant Replacement	83
	8-02	2.4 Measurement	84
	8-02	2.5 Payment	84
8-0	)4	CURBS, GUTTERS, AND SPILLWAYS	85
	8-04	1.3(1) Cement Concrete Curbs, Gutters, and Spillways	85
	8-04	1.3(6) Cold Weather Work	85
	8-04	I.5 Payment	85
8-0	<b>)</b> 6	CEMENT CONCRETE DRIVEWAY ENTRANCES	86
	8-06	5.3 Construction Requirements	86
	8-06	5.3(1) Cold Weather Work	86
	8-06	5.5 Payment	86
8-2	13	MONUMENT CASES	87
8-2	13 N	lonuments	87
	8-13	3.1 Description	87
	8-13	3.2 Materials	87
	8-13	3.3 Construction Requirements	87
	8-13	3.4 Measurement	87
	8-13	3.5 Payment	87
8-2	14	CEMENT CONCRETE SIDEWALKS	88
	8-14	1.3 Construction Requirements	88
	8-14	1.3(4) Curing	88
	8-14	l.3(20) Cold Weather Work	88
	8-14	1.3(21) Thickened Edge for Sidewalk	88
	8-14	1.4 Measurement	88
	8-14	1.5 Payment	88
8-2	18	MAILBOX SUPPORT	90
	8-18	3.3 Construction Requirements	90
	8-18	3.4 Measurement	90
	8-18	3.5 Payment	90
8-2	22	PAVEMENT MARKING	91
	8-22	2.2 Materials	91

8-22.3 Construction Requirements	91
8-22.3(3)E Installation	
8-22.3(4) Tolerances for Lines	
8-22.4 Measurement	
8-22.5 Payment	92
-28 Signing Materials and Fabrication	
9-28.1 General	
9-28.9 Fiberglass Reinforced Plastic Signs.	

# INTRODUCTION (April 1, 2018 Tacoma GSP)

The following special provisions shall be used in conjunction with the "2021Standard Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road, Bridge, and Municipal Construction" as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of charge, from this location on the WSDOT home page: http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

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

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

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

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

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

A pre-bid conference will be not be held.

# DESCRIPTION OF WORK (\*\*\*\*\*\*)

This Contract shall generally consist of the grind and overlay of roadway along E 56th St from E Portland Ave to the end of ROW. The project also includes the construction of missing link sidewalk along the north side of the roadway, as well as updating curb ramps to ADA-compliance. Associated curb/gutter/sidewalk repair, along with updated permanent signing and striping, is also included. Lastly, 28 trees will be planted along the north side of the roadway.

#### **END OF SECTION**

### 1-01 DEFINITIONS AND TERMS

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

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

#### Dates

#### ....

**Bid Opening Date**The date on which the Contracting Agency publicly opens and reads the Bids.

#### Award Date

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

### Contract Execution Date

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

#### Notice to Proceed Date

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

### **Substantial Completion Date**

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

#### **Physical Completion Date**

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

#### **Completion Date**

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

### Final Acceptance Date

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

Supplement this Section with the following:

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

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

1 All references to "State Materials Laboratory" shall be revised to read "Contracting 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 5 and acceptance granted. 6 7 8 **Additive** A supplemental unit of work or group of bid items, identified separately in the Bid 9 Proposal, which may, at the discretion of the Contracting Agency, be awarded in addition 10 to the base bid. 11 12 **Alternate** 13 One of two or more units of work or groups of bid items, identified separately in the Bid 14 Proposal, from which the Contracting Agency may make a choice between different 15 methods or material of construction for performing the same work. 16 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 **Contract Bond** 22 23 The definition in the Standard Specifications for "Contract Bond" applies to whatever bond form(s) are required by the Contract Documents, which may be a combination of a 24 Payment Bond and a Performance Bond. 25 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** 

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

36 37 38

39

40

35

**Notice to Proceed** 

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

41 42 43

44

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

45 46 47

This section is supplemented with the following:

(April 15, 2020 Tacoma GSP)

48 49 50

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

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

### 1-02 BID PROCEDURES AND CONDITIONS

# 1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

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)

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.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

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)

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.

1 The fourth paragraph is revised to read: (October 18, 2013 Tacoma GSP) 2 3 4 The bidder shall submit the following completed form: 5 City of Tacoma – Equity in Contracting Utilization Form 6 7 Add the following new section: 8 9 1-02.6(1) Recycled Materials Proposal (January 4, 2016 APWA GSP) 10 11 12 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials 13 into the project, using the form provided in the Contract Provisions. 14 15 1-02.7 Bid Deposit (April 1, 2012 Tacoma GSP) 16 Delete this section and replace it with the following: 17 18 19 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit 20 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any 21 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 22 23 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 24 25 Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner. 26 27 28 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. 29 30 31 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be 32 followed. No variations from the language thereof will be accepted. 33 34 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 35 36 Contracting Agency and postmarked no later than the day of bid opening. Original bid bonds will be delivered to: 37 38 39 City of Tacoma Procurement & Payables Division 40 **Tacoma Public Utilities** PO Box 11007 41 Tacoma. WA 98411-0007 42 43 44 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit. 45 1-02.9 Delivery of Proposal 46 (January 1, 2021 Tacoma GSP) 47 48

Delete this section and replace it with the following:

49

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:

> DBE Written Confirmation Document from each DBE firm listed on the Bidder's completed DBE Utilization Certification (WSDOT 272-056)

• Good Faith Effort (GFE) Documentation

DBE Bid Item Breakdown (WSDOT 272-054)
DBE Trucking Credit Form (WSDOT 272-058)

 These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. 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.

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

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

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

Delete this section, and replace it with the following:

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

1. The Bidder submits a written request signed by an authorized person and emails it to bids@cityoftacoma.org, and

1	2. The Contracting Agency receives the request before the time set for receipt
2	of Bid Proposals, and
3	3. The revised or supplemented Bid Proposal (if any) is received by the
4	Contracting Agency before the time set for receipt of Bid Proposals.
5	
6	The Bidder's written request to revise or supplement a Bid Proposal must be
7	accompanied by the revised or supplemented package in its entirety. If the Bidder
8	does not submit a revised or supplemented package, then its bid shall be
9	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:

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

This public bid opening will be held via webinar only at 11:00 a.m., Pacific Time, **Tuesday, March 30, 2021**.

Please click the link below to join the webinar:

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

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

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

Delete this section and replace it with the following:

- 1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract:
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The bidder fails to submit or properly complete the EIC forms as required in Section 1-02.6;

- i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - j. <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;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency:
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

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

 Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

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

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

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

Revise this section to read:

relevant to the matter.

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

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

#### **END OF SECTION**

### 1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

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

# 1-03.1(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)

45 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)

Delete the first paragraph and replace it with the following:

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

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

1	the authority of the individual signing the bond(s) to bind the corporation (i.e.,
2	corporate resolution, power of attorney, or a letter to such effect signed by the
3	president or vice president).
4	
5	1-03.5 Failure to Execute Contract
6	(April 15, 2020 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	
16	END OF SECTION
17	

#### 1-04 SCOPE OF THE WORK 1 2 3 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 4 Specifications, and Addenda (December 10, 2020 APWA GSP) 5 6 7 Revise the second paragraph to read: 8 9 Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth): 10 1. Addenda. 11 12 2. Proposal Form, 13 3. Special Provisions, 4. Contract Plans, 14 5. Standard Specifications. 15 6. Contracting Agency's Standard Plans or Details (if any), and 16 7. WSDOT Standard Plans for Road, Bridge, and Municipal Construction. 17 18 19 1-04.6 Variation in Estimated Quantities 20 (July 23, 2015 APWA GSP, Option A) 21 22 Revise the first paragraph to read: 23 24 Payment to the Contractor will be made only for the actual quantities of Work performed and accepted in conformance with the Contract. When the accepted 25 quantity of Work performed under a unit item varies from the original Proposal 26 quantity, payment will be at the unit Contract price for all Work unless the total 27 28 accepted quantity of any Contract item, adjusted to exclude added or deleted 29 amounts included in change orders accepted by both parties, increases or decreases by more than 25 percent from the original Proposal quantity, and if the total extended 30 bid price for that item at time of award is equal to or greater than 25 percent of the 31 32 total contract price at time of award. In that case, payment for contract work may be

**END OF SECTION** 

adjusted as described herein.

33 34 35

### 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:

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

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

### 1-05.3(1) Submittal Schedule

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

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

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

### 1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

Each submittal shall have a unique number assigned to it, and the transmittals shall be sequentially numbered. The numbering of resubmittals shall meet the requirements of

Section 1-05.3(4). On each page, indicate the page number, and total number of pages in each submittal.

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

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

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

- Project Name: Streets Initiative Package #33
- Project Specification Number: PW20-0360F
- Project No. PWK-00434-33
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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

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

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

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

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

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

deviations, or responsibility for compliance with the Contract documents.

Review of a separate item does not constitute review of an assembly in v

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

50 functions.

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

### 1-05.3(4) Resubmittals

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

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

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

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

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

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

Section	Description				
1-05.3(6)	Project Red Line Drawings				
1-06.1	Proposed Material Sources				
1-06.1(2)	Request for Approval of Material				
1-06.3	Manufacturer's Certificate of Compliance				
1-07.15	Temporary Water Pollution/Erosion Control Plan				
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan				
1-07.16(1)	Property Owner Notification				
1-08.3(2)	Progress Schedule				
1-09.6	Equipment Rental Rates and Equipment Watch Sheets				
1-09.9	Schedule Of Values				
1-10.2	Traffic Control Plan				
2-07.3(1)	Hydrant Permit				
2-09.3(4)	Engineered Shoring Design for Depths Over 20 Feet				
4-04	Crushed Surfacing Top Course				
4-04	Crushed Surfacing Base Course				
5-04	Asphalt Mix Design Certification				
5-05	Concrete Mix Design				
7-05	Manholes				
7-05	Castings				
7-05	Kor-N-Seal Connector				
7-08.3(1)A	Dewatering Plan				
7-08.3(1)A	Special Approved Discharge (SAD) Permit for Sanitary				
7-08.3(1)C	Pipe Bedding				
7-08.3(3)	Trench Backfill				
7-08.3(5)	Temporary Storm Sewer Bypass Plan				
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan				
7-08.3(6) Pipe Abandonment Plan					
7-08.3(6)	CDF Mix Design				
7-17	Pipe materials				
7-18	Inserta-Tees				
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)				

### 1-05.3(6) Project Red Line Drawings

 The Contractor shall submit Project Red Line Drawings in accordance with the following.

Red line drawings refer to those documents maintained and annotated by the Contractor during construction and is defined as, a neatly and legibly marked set of Contract drawings showing any changes made to the original details of work.

The Contractor shall maintain drawings in good condition; protect from deterioration and keep in a clean, dry, and secure location. The Project Red Line Drawings shall not be used for construction purposes.

The Contractor shall provide to the City, access to Project Red Line Drawings at all times during normal working hours.

Red line drawings shall be updated on a continuous basis. The Contractor shall bring the up-to-date drawings to a monthly "red line review" meeting where the Engineer will verify the maintenance of the Project Red Line Drawings as part of the condition precedent to approving the monthly progress payment disbursement process. Monthly progress payments to the Contractor may not be processed, if red line information for the involved work to date has not been accurately recorded on the Project Red Line Drawings.

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

### A. Project Red Line Drawings:

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

1. Changes and information shall be clearly drawn, described and shown technically correct.

2. Mark drawings with red erasable pencil.

3. Record data as soon as possible after obtaining it.

4. Mark any new information.

5. Keep accurate measurements of horizontal and vertical locations of underground services and utilities.

6. Mark any changes made where installation varies from that shown originally, such as, in materials, equipments, locations, alignments, elevations, and any other dimensions of the work.

7. For any work not demolished, abated, or salvaged, cross out and appropriately annotate "Not Complete".

8. Indicate revisions to drawings with a "cloud" drawn around the revision and note date the revision(s) was made.

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

#### B. Format:

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

1. Prints: Organize Red Line Drawings into manageable sets. Include identification on cover sheets.

1	<ol><li>Identify cover sheets as follows:</li></ol>
2	
3	Specification No.
4	Project Name
5	• Date
6	<ul> <li>"PROJECT RED LINE DRAWINGS"</li> </ul>
7	Name of Engineer
8	Name of Contractor
9	
10	3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red
11	Line Drawings and submit, on a CD-R, in pdf format.
12	The lump our Centract price for "Project Red Line Provinge" shall be full pay for all
13	The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all costs associated with, including but not limited to, documenting, revising, updating,
14 15	maintaining, and submitting red line drawings at the completion of construction work.
16	4.05.4 Conformity With and Daviations from Blans and Stakes
17 18	1-05.4 Conformity With and Deviations from Plans and Stakes
19	Supplement this section with the following:
20	Supplement this section with the following.
21	Roadway and Utility Surveys
22	(July 23, 2015 APWA GSP, Option 1)
23	
24	The Engineer shall furnish to the Contractor one time only all principal lines, grades,
25	and measurements the Engineer deems necessary for completion of the work.
26	These shall generally consist of one initial set of:
27	Slope stakes for establishing grading;
28	2. Curb grade stakes;
29	3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
30	4. Offset points to establish line and grade for underground utilities such as water,
31	sewers, and storm drains.
32	
33	On alley construction projects with minor grade changes, the Engineer shall provide
34	only offset hubs on one side of the alley to establish the alignment and grade.
35	
36	1-05.7 Removal of Defective and Unauthorized Work
37	(October 1, 2005 APWA GSP)
38	Supplement this section with the following:
39	If the Contractor fails to remody defective or unauthorized work within the time enceified
40 41	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
42	the Contract Documents, the Engineer may correct and remedy such work as may be
43	identified in the written notice, with Contracting Agency forces or by such other means
44	as the Contracting Agency may deem necessary.
45	
46	If the Contractor fails to comply with a written order to remedy what the Engineer
47	determines to be an emergency situation, the Engineer may have the defective and
48	unauthorized work corrected immediately, have the rejected work removed and
49	replaced, or have work the Contractor refuses to perform completed by using
50	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.

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

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. <u>All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or</u>

electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.

Add the following new section:

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

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

1 2 3 4	SUBMITTAL TRANSMITTAL FORM  Streets Initiative Package #33  Project Number: PWK-00434-33  Specification No.: PW20-0360F								
5 6	ATTN	: Const	tructio	n Divisio	on	Date:			
7 8 9	Subm	ittal Nui	mber			<del>_</del>			
10	Specif	ication	Numb	oer		Bid Item No			
11 12	Subm	ittal Des	scripti	on					
13 14 15	We ar	e sendi	ng yo	u:					
13		Cop	oies	Date	Page	Description			
							_		
16 17 18 19	Trans	mitted:			Subm	Product Data) for information only. nittals for review and comment.			
21									
22									
23 24									
25 26 27	Certify	/ Either	A or I	3:					
28 29 30		A.	com	pliance v	with the (	been detail-checked for accuracy of content and for Contract documents (no exceptions). The information is been fully coordinated with all involved Subcontractors.			
31 32 33 34 35		B.	com The	This document has been detail-checked for accuracy of content and for compliance with the Contract documents <b>except for the attached deviations</b> . The information contained herein has been fully coordinated with all involved Subcontractors.					
36 37	Certifi	ed By:							
38 39						Signature			
40 41					E	END OF SECTION			

1-06	CONTROL OF MATERIAL
(Septe	Approval of Materials Prior To Use ember 15, 2010 Tacoma GSP) rst sentence is revised to read:
	terials and equipment shall be submitted for review in accordance with section 1-f these special provisions.
	gregates, the Contractor shall notify the Engineer of all proposed aggregates. ontractor shall use the Aggregate Source Approval (ASA) Database.
All equ	uipment, materials, and articles incorporated into the permanent Work:
1.	Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
2.	Shall meet the requirements of the Contract and be approved by the Engineer;
3.	May be inspected or tested at any time during their preparation and use; and
4.	Shall not be used in the Work if they become unfit after being previously approved.
	(1) Qualified Products List (QPL) ection is revised in its entirety to read:
QPL's	are not accepted by the City.
	(2) Request for Approval of Material (RAM) ection is deleted in its entirety:
	Recycled Materials ary 4, 2016 APWA GSP)
Delete	this section, including its subsections, and replace it with the following:
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.
materi in Sec aggreg utilizat	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). ontractor's report shall be provided on DOT form 350-075 Recycled Materials ting.
	END OF SECTION
	1-06.1 (Septe The fin All man 05.3 of The Control of The Construction of the Construct

### 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.

3 4 5

6

1

2

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

This section is supplemented with the following:

7 8 9

10

11

12

13 14 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.

15 16 17

18

19

20 21

22

23

24 25

26

27 28

29

30

31

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.

32 33 34

35

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

This section is revised to read:

36 37 38

39

40

41

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.

42 43 44

45 46

47

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.

48 49 50

51

52

### Implementation Requirements

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

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

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

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

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

2. Refueling, washing, or maintaining equipment.

3. Stockpiling contaminated materials.

### **SPCC Plan Element Requirements**

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

### 1. Responsible Personnel

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

### 2. Spill Reporting

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

### 3. Project and Site Information

Describe the following items:

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

### 4. Potential Spill Sources

Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):

- A. Name of material and its intended use.
- B. Estimated maximum amount on-site at any one time.
- C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
- D. Decontamination location and procedure for equipment that comes into contact with the material.
- E. Disposal procedures.

F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.

## 5. Pre-Existing Contamination

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

### 6. Spill Prevention and Response Training

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

### 7. Spill Prevention

Describe the following items:

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

### 8. Spill Response

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

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

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

1

7

8 9 10

11

12 13 14

19 20 21

22

23

24 25 26

27 28 29

30

31 32 33

39

40

34

41 42 43

44 45

46 47 48

53

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

#### 9. Project Site Map

Provide a map showing the following items:

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

#### 10. Spill Report Forms

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

### **Payment**

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

"SPCC Plan," lump sum.

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

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

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

- 1. All costs associated with creating the accepted SPCC Plan.
- 2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.
- 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 (March 7, 2017 Tacoma GSP)

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-
- 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
- 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, <u>Level3NetworkRelocations@Level3.com</u>
- One-Number Locator Service "One Call System" telephone 1-800-424-
- 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.

7 8 9

1

2 3

4

5

6

Garbage, recycling, and yard waste pick up within the project limits is on **Wednesday**.

10 11

### 1-07.18 Public Liability and Property Damage Insurance

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

12 13 14

## **1-07.18 Insurance**

(December 17, 2019 Tacoma GSP)

15 16 17

18

19

20

21

24 25

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.

22 23

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.

26 27 28

### 1-07.23 Public Convenience and Safety

29 30

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

31 32 33

Revise the third sentence of the second paragraph to read:

34 35

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.

37 38 39

36

### (March 1, 2004 Tacoma GSP)

40 41 42 This section is supplemented with the following:

43 44

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

45 46 East 56th Street shall remain fully open to vehicular and pedestrian traffic at all times.

47 48

### **EXCEPTION:**

53

1. Non-arterial classified roadways, including the Pipeline Trail/crossing and any property access points, accessing East 56th Street are not permitted to be fully closed to traffic for corresponding active construction work. Instead, directional closures of non-arterial roadways utilizing flagger control may be permitted for the following situations:

- During potential construction working hours (i.e., weekdays 7 AM to 7 PM) when arrangements for local/property/business access have been made in advance through coordination between the requestor (if specific), the contractor, and the City (which would represent the unspecific needs of the public); and
- During potential construction working hours (i.e., weekdays 7 AM to 7 PM) so long as special and/or emergency access can be provided and prioritized when needed.
- 2. During non-construction hours, the project area shall be left in a state that permits walkability, mobility, and/or on-street parking (as was allowable prior to project start) so long as the permitted vehicular, pedestrian, and/or parking access does not hamper the flow of traffic, temporary traffic control, and/or safety. All roadways shall allow for two-way traffic in separate lanes (adequate overall space) during non-construction hours.
- 3. Project work areas along, within, and/or adjacent to East Portland Avenue shall not hinder the safety or traffic operations of the roadway such that two-way vehicular traffic in separate lanes cannot be maintained at all times. Any temporary control of traffic affecting East Portland Avenue shall only be considered for use during the hours between 9 AM and 3 PM and shall be limited to the shortest extent possible and/or phased in a manner than minimizes the impact to the arterial roadway and associated transportation network. An intersection specific traffic control plan must be developed for work areas within/adjacent to the East Portland Avenue/East 56<sup>th</sup> Street intersection, and that plan must be submitted for City review and approval at least 15 working days in advance of the work commencing.
- 4. Spotters shall be provided to exclusively assist pedestrians through or around the work zone must be available when called for in the Traffic Control Plans, and as noted below, and/or when deemed necessary for safe traffic operations by the City.
  - Intersection of East 56<sup>th</sup> Street and Portland Avenue
  - Intersection of East 56th Street and E Swan Creek Drive
  - Intersection of East 56<sup>th</sup> Street and Pipeline Trail (including trail crossing and corresponding First Creek Middle School access point)
- 5. 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) and shall only direct pedestrians to approved pedestrian routes and legal locations for roadway crossings.

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

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

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

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

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

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

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

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

This section is supplemented with the following:

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

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

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

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

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

Delete this section and replace it with the following:

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

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

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

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

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

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

1. To review the initial progress schedule;

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

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

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

Add the following new section:

1-08.0(2) Hours of Work (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.

Add the following new section:

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

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

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

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

The eighth paragraph is revised to read:

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

#### 1-08.1 Subcontracting

(May 30, 2019 APWA GSP, Option B)

Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify...".

#### 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 60 working days. 1-08.9 Liquidated Damages (August 14, 2013 APWA GSP) Revise the fourth paragraph to read: When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the

1

2

3

4

5

6 7

8

9

10

11 12

13

14 15

16

17 18

19 20

21

22 23

24

25

26

27 28

29 30

31

32 33

34 35 36

37

Contract.

**END OF SECTION** 

#### 1-09 MEASUREMENT AND PAYMENT

## 1-09.6 Force Account (October 10, 2008 APWA GSP)

Supplement this Section with the following:

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

### (January 13, 2011 Tacoma GSP)

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

 The Contractor shall submit a comprehensive summary list of all equipment anticipated to be used on the project and their associated AGC/WSDOT Equipment Rental Rates. The list shall include the contractor's equipment number, make, model, year, operation rate, standby rate, applicable attachments and any other applicable information necessary to determine the applicable rates in accordance with this section. In addition, the contractor shall submit an Equipment Watch rate sheet (<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.

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

- 1. Unit Price Items in the Bid Form the approximate quantity of acceptable units of work completed multiplied by the unit price.
- 2. 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.
- 3. Materials on Hand 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer.
- 4. 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 Standard Specifications.

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)

The fourth paragraph is supplemented with the following:

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

# 1-09.13(3)A Administration of Arbitration (November 30, 2018 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

1	Agency's headquarters is located, provided that where claims subject to arbitration
2	are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of
3	the Superior Court. The decision of the arbitrator and the specific basis for the
4	decision shall be in writing. The arbitrator shall use the Contract as a basis for
5	decisions.
6	
7	
8	END OF SECTION
9	

1	1-10 TEMPORARY TRAFFIC CONTROL
2 3 4 5	1-10.1 General (April 7, 2014 WSDOT GSP) This section is supplemented with the following:
6 7 8 9	<b>Automated Flagger Assistance Devices</b> Automated Flagger Assistance Devices (AFADs) shall meet the requirements of the MUTCD.
10 11 12 13 14	1-10.1(2) Description (July 22, 2019 Tacoma GSP) The first sentence of the fourth paragraph is revised to read:
15 16 17 18	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).
19	The third sentence of the fourth paragraph is revised to read:
20 21 22 23	Approved lane and ramp closures shall be for the minimum time required to complete the Work.
24	This section is supplemented with the following:
25 26 27 28 29 30 31	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.
32 33 34	The City will make all necessary temporary adjustments to existing traffic signals and traffic signal activators.
35 36 37 38 39	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.
40 41 42 43	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.
44 45 46 47 48	Traffic Control Management 1-10.2(1) General (January 3, 2017) Section 1-10.2(1) is supplemented with the following:

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

The Northwest Laborers-Employers Training Trust 27055 Ohio Ave.

7 Kingston, WA 983468 (360) 297-3035

10 Evergreen Safety Council 11 12545 135th Ave. NE 12 Kirkland, WA 98034-8709 13 1-800-521-0778

The American Traffic Safety Services Association

16 15 Riverside Parkway, Suite 100

Fredericksburg, Virginia 22406-1022

18 Training Dept. Toll Free (877) 642-4637

19 Phone: (540) 368-1701

#### 1-10.2(3) Conformance to Established Standards

Section 1-10.2(3) is supplemented with the following:

## Pedestrian Traffic Control (December 16, 2020 Tacoma GSP)

 The Contractor shall maintain any existing accessible route for pedestrians with disabilities in accordance with the PROWAG, including temporary curb-ramps, detectable barriers and toe-rails. The Contractor shall submit proposed materials to the Engineer for approval prior to construction. The Contractor shall maintain each accessible route and make repairs as directed by the Engineer for the duration of the Contract. The Contractor shall maintain and control pedestrian access in accordance with the MUTCD, Plans and Specifications, and Special Provision Sections 1-07.23 and 1-10. The Contractor shall employ Spotters to perform pedestrian traffic control in accordance with Sections 1-07.23 and 1-10, traffic control plans, or as directed by the Engineer.

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

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

#### **Spotters**

(December 16, 2020 Tacoma GSP)

All Spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. The flagging card shall be immediately available and shown to the Contracting Agency upon request. The Contractor shall provide Spotters in accordance with the Plans and Specifications, and Section 1-07.23, or as directed by the Engineer.

The spotters are dedicated to the following Work:

The Spotter shall assist pedestrians and local traffic with the navigation around, adjacent to, or through the work zone as indicated in the traffic control plans or as on-site situations require. The spotter shall walk ahead of any construction vehicle in the direction of vehicle travel to insure no pedestrians are in the path of vehicle travel. The spotter shall signal any vehicle to stop should a 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.

## 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 and traffic control devices shown on the traffic control plans.

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

The fifth paragraph is revised to read:

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

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

This section is supplemented with the following:

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

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

To prevent hackers 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.

1	1-10.4(2) Item Bids with Lump Sum for Incidentals
2	(January 11, 2006 Tacoma GSP)
3	This section is supplemented with the following:
4	
5	No unit of measure will apply to the position of traffic control manager and it will be
6	considered included in other unit contract prices in the Bid Proposal.
7	
8	All costs incurred for "Spotter" shall be included in the price per lump sum for
9	"Pedestrian Traffic Control", according to Section 1-10.
10	
11	
12	END OF SECTION
13	

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 as needed to complete the Contract Work.
8	
9	This section is supplemented with the following:

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

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

The second paragraph is revised to read:

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

### 2-01.3(1) Clearing

 This section is revised to read:

- 1. Fell trees within the area to be cleared and individual trees as shown on the Plans
- 2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared area outside the slope stakes.
- 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
- 4. Follow these requirements for all stumps that will be buried by fills deeper than 5-feet from the top, side, or end surface of the embankment or any structure and are in a location that will not be terraced as described in Section 2-03.3(14):
  - a. Close-cut stumps under 18-inches in diameter.
  - b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches above original ground level.
- 5. Leave standing any trees or native growth indicated by the Engineer.
- 6. Trim all trees to be left standing to the height specified by the Engineer 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.
- 7. Thin clumps of native growth as the Engineer may direct.
- 8. Protect, by fencing if necessary, all trees or native growth from any damage caused by construction operations in accordance with Standard Plans LS-08 through LS-11.
- 9. 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.
- 10. Remove and dispose of, or relocate the following existing features where necessary within the project limits or as indicated on the Plans:
  - a. Cement concrete gutter boxes.
  - b. Large rocks, garden stone, or other stones used for the purpose of landscaping or as a barrier when inside the paving limits.

- c. Wood curbs, logs, railroad ties, and other timber used for landscaping when inside the paving limits.
  d. All types of fence.
  e. Bollards inside the paving area and not designated to remain.
  f. Relocate Eco Blocks to a location outside of the paving limits.
  11. Remove trees as indicated on the plans or as directed by the Engineer or
  - 11. 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.
  - 12. 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.
  - 13. 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 Contractor 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	Class 0
4 inches up to but not including 12 inches	Class I
12 inches up to but not including 24 inches	Class II
24 inches up to and including 42 inches	Class III
Greater than 42 inches (Tree height greater than 30 feet)	Class IV
Greater than 42 inches (Tree height of 30 feet or less)	Class V

#### 2-01.4 Measurement

This section is supplemented with the following:

No specific unit of measurement shall apply to the lump sum item "Certified Arborist".

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

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

This section is supplemented with the following:

"Certified Arborist", lump sum

The lump sum contract price for "Certified Arborist" shall be full pay for all labor, materials, and equipment to provide a certified Arborist on site prior to and during construction to perform all tree assessments, provide tree assessment reports, direct and assess all tree trimming, root and limb pruning, tree removals or other tree work (not included in other bid items) as directed by the Engineer and in accordance with the Contract.. No extra payment shall be made for any delays in construction schedule to provide a certified Arborist and comply with the certified Arborists assessments and reports.

**END OF SECTION** 

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

## 2-03.1 Description

The last sentence of the first paragraph is deleted.

### 2-03.3 Construction Requirements

7 8

## 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. 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 2 3	the Contract price for other bid items, and shall include excavation for planters and curb construction.
4	2-03.5 Payment
5	This section is supplemented with the following:
6	
7	END OF SECTION
8	
9	
10	
11	

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.
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 19	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	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.
33 34 35 36 37	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 Removal of pavement is defined below by type and class based on composition and 11 12 thickness: 13 Type I Pavement removal where all or portions of the existing pavement is 14 being removed in conjunction with street construction or any other 15 removal not described below for Type II or Type III. 16 17 18 Type II Pavement removal required for the placing of utilities at greater and varying depths, such as sewers. 19 20 21 Type III Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities. 22 23 Class A2 24 Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface 25 treatments or any combination of these components having an 26 27 average thickness of two inches or less. 28 Class A4 29 Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface 30 31 treatments or any combination of these components having an average thickness between two inches and four inches. 32 33 34 Class A8 (\*\*\*\*\*\*)Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous 35 36 surface treatments or any combination of these components having an average thickness between two inches and eight inches. 37 38 39 Class A12 Class A12 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface 40 treatments or any combination of these components having an 41 average thickness between four inches and twelve inches. 42 43 Class C6 44 Class C6 pavement removal shall apply to all non-reinforced cement 45 concrete pavements or slabs having an average thickness of six inches or less, typical for existing sidewalk and residential driveway 46 47 entrances. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary 48 to provide proper connections and grades, as determined by the 49 50 Engineer.

Class C12 Class C12 pavement removal shall apply to all cement concrete pavements or slabs having an average thickness of between six inches and twelve inches, typical for concrete road pavement and some commercial driveways.

Class CA Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete

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 Davement 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

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

 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	
LO	END OF SECTION
L1	
L2	
L3	
L4	
15	

# 2-15 CURB AND CURB AND GUTTER REMOVAL (\*\*\*\*\*\*)

## 2-15.1 Description

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

#### 2-15.2 Curb Classification

**Integral Curb** - Integral curb shall consist of curb that is constructed monolithic with the adjacent cement concrete pavement.

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

**Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete extruded or precast curb that is installed on a pavement surface.

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

### 2-15.3 Construction Requirements

Integral curb removal shall consist of the removal of the curb and the integral base section under the curb. The removal shall be accomplished by sawcutting along the face of the curb.

The removal of the curb and/or curb and gutter 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.

#### 2-15.4 Measurement

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

### 2-15.5 Payment

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

"Remove Curb", per linear foot.

 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".

### **END OF SECTION**

2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC. (\*\*\*\*\*) 2-16.1 Description (\*\*\*\*\*) 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 installation of new catch basins to replace the removed catch basins. 2-16.2 Vacant 2-16.3 Construction Requirements 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. 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. All pipe openings shall be cut in preparation for reconnection, and protected from sedimentation as directed by the Engineer. 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. 2-16.4 Measurement The removal of catch basins, manholes, and curb inlets will be measured per each. 2-16.5 Payment Payment will be made in accordance with Section 1-04.1. "Remove Catch Basin", per each 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

**END OF SECTION** 

included in the unit Contract price for removal.

1	3-04 ACCEPTANCE OF AGGREGATE
2	(April 1, 2012 Tacoma GSP)
3	2.04.4 Decembring
4	3-04.1 Description
5	The first and third paragraphs are deleted.
6 7	The fourth paragraph is revised to read:
8	The fourth paragraph is revised to read.
9	Nonstatistical evaluation will be used for the acceptance of aggregate materials.
10	Tronotation or and all this good for the good frames of aggregate materials.
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	2.04.2(C) Statistical Evaluation
23	3-04.3(6) Statistical Evaluation This section is deleted:
24 25	This section is deleted.
25 26	
27	
28	END OF SECTION
29	
30	
31	

1 2 3	4-04 BALLAST AND CRUSHED SURFACING (March 17, 2020 Tacoma GSP)
5 4 5 6	4-04.3(5) Shaping and Compaction The second paragraph is revised to read:
7 8 9 10 11 12	When using 100% Recycled Concrete Aggregate the Contractor shall perform a wheel roll test with a loaded dump truck in the presence of the Engineer for evaluation of satisfactory compaction. The Engineer may direct test point compaction evaluation to be performed in accordance with SOP 738. The Engineer will evaluate achieved compaction based on the wheel roll test alone or in combination with test point results.
13 14 15	Recycled Concrete Aggregate shall conform to the requirements of Section 9-03.21, 9-03.21(1)B and 9-03.21(1)B1.
16 17 18	<b>4-04.5 Payment</b> This section is supplemented with the following:
19 20 21	All costs for labor, equipment, and materials required to furnish, place, and compact the material shall be included in the unit Contract price.
22 23	Recycled Concrete Aggregate, per ton
24 25 26	When replacing a material in the Proposal with Recycled Concrete Aggregate, the measurement and payment of the material it replaces shall apply.
27 28 29 30	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.

2 3 4

1

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

5 6 The WSDOT Mix Design Evaluation Report from the current WSDOT QPL,

7 8

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

9 10 11

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.\*\*

13 14 15

16

17 18

12

\*\*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.

19 20 21

22 23 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.

24 25 26

27

28

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.

29 30 31

32

33

34 35

36

37

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

This section is revised to read:

38 39

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:

40 41 42 Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.

43

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

44 45 46

#### 5-04.3 Construction Requirements

This section is supplemented with the following:

47 48 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 4-inch HMA PG 58-22 Cl. ½ over 2-inch CSTC, over 6-inch CSBC.

3 4 5

6 7

1

2

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

The second paragraph is supplemented with the following:

8 9

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

10 11 12

## 5-04.3(3)C Pavers

13 (April 1, 2018 Tacoma GSP)

The second paragraph is deleted.

14 15 16

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

The first paragraph is revised to read:

18 19 20

21

17

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

22 23 24

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

This section is revised to read:

26 27 28

25

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

29 30 31

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

32 33

34

35

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.

36 37 38

39

40

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.

41 42 43

44

45

46

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.

47 48

49 Estimated plan quantities for pavement repair are approximate and are provided for 50 bidding purposes only. The actual dimensions to be used will be verified by the 51

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)

The title of this section is revised to read:

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

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

The title of this section is revised to read:

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

This section is revised to read:

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

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

# 5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results (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:

 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

1 test results (or statistical analysis thereof), for any part of quality control 2 and/or for making changes or correction to any aspect of the HMA 3 mixture. 4 The Contractor shall make no claim for untimely notification by the 5 Contracting Agency of the Contracting Agency's test results (or statistical 6 7 analysis thereof). 8 9 5-04.3(10)B HMA Compaction - Cyclic Density (April 1, 2018 Tacoma GSP) 10 This section is deleted. 11 12 5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots (April 1, 2018 Tacoma GSP) 13 This section is deleted. 14 15 5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing 16 (April 1, 2018 Tacoma GSP) 17 The title of this section is revised to read: 18 19 5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing 20 The second paragraph is revised to read: 21 Compaction tests will be performed at a minimum of 5 various locations, as determined 22 23 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 24 area in progress with a CPF less than 0.75, a new compaction sequence will begin at 25 the Contractor's request after the Project Engineer is satisfied that material conforming 26 to the Specifications can be produced. The Compaction Test Procedures will be 27 28 provided to the Contractor by the Contracting Agency at the Pre-Construction 29 Conference or a Pre-Paving Meeting, prior to the placement of HMA material on site. 30 31 This section is supplemented with the following: 32 33 Cores may be used as an addition to the nuclear density gauge tests. When cores are 34 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 35 36 reimbursed for the coring expenses. 37 38 The Engineer will inform the Contractor of field compaction test results as work is being 39 performed. Formal Test Report(s) will be provided to the Contractor within 3 Working 40 Days. 41 42 HMA for preleveling shall be compacted to the satisfaction of the Engineer. 43 44 5-04.3(18) Temporary Pavement Patch 45 To maintain the street or road open to traffic, the Contractor shall place a temporary 46 47 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, 48 except temporary pavement patches placed between October 1st and March 31s shall be 49 50 HMA CI. ½" PG 58H-22. However, we do not anticipate the need for temporary

pavement patches on this project.

1 2	5-04.4 Measurement (******)
3	The first paragraph is revised to read:
5 6 7 8 9 10 11	HMA CI PG, HMA for CI PG, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any othe component of the mixture; and the measurement shall include asphalt wedge curbs and thickened edges in accordance with the Plans or as directed by the Engineer. If the Contractor elects to remove and replace mix as allowed in Section 5-04.3(11), the material removed will not be measured.
12 13 14	The second paragraph is revised to read:
15 16 17	No specific unit of measure will apply to roadway cores, which shall be included in the measurements for the HMA items that are included in the Proposal.
18 19	This section is supplemented with the following:
20 21 22	HMA for Approach Cl PG 58H-22 shall be measured per square yard of finished driveway and approach.
23 24 25	No specific unit of measure will apply to anti-stripping additive, which shall be included in the measurements for the HMA items that are included in the Proposal.
26 27 28	Temporary Pavement Patch shall be measured by the ton of temporary pavement material used to complete the patch.
29 30	5-04.5 Payment (******)
31 32 33	Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment" are deleted.
34 35	The following pay items for HMA are revised to read:
36 37 38	"HMA CI PG", per ton. "HMA for CI PG", per ton.
39 40 41 42 43 44 45	The unit Contract price per ton for "HMA CI PG" and "HMA for CI PG shall be full payment for all costs incurred to carry out the requirements of Section 5-04, including coring and testing, and shall include anti-stripping additive, asphalt wedge curbs, thickened edges, curb drains, and connection to existing drains in accordance with the Contract. Any costs that are already included in other Bid items in the Proposal shall not be included in the unit Contract prices per ton for these HMA Bid items.
46 47	The pay item "HMA for Approach ClPG" is revised to read:
47 48 49	"HMA for Approach ClPG 58H-22", per square yard.
50 51	The unit Contract price per square yard for "HMA for Approach CIPG 58H-22" shall be full payment for all costs incurred to carry out the requirements of Section 5-04,

including anti-stripping additive; and shall include asphalt wedge curbs, thickened edges, curb drains, and connection to existing drains in accordance with the Contract. Any costs that are already included in other Bid items in the Proposal shall not be included in the unit Contract price per square yard for this HMA Bid item. The Contractor shall also include all costs associated with excavating for driveways and approach, including haul and disposal in the unit Contract price per square yard for "HMA for Approach CI. \_\_ PG 58H-22", regardless of the depth.

This section is supplemented with the following:

"Temporary Pavement Patch", per ton.

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	6-02 CONCRETE STRUCTURES (******)
2	
3	6-02.3(1) Classification of Structural Concrete
4	This section is supplemented with the following:
5	Sidowalka Drivoway Entrangae Curbo and Cuttors shall be constructed with Congrete
6 7	Sidewalks, Driveway Entrances, Curbs and Gutters shall be constructed with Concrete Class 3000 psi. at a minimum.
8	Class 3000 psi. at a minimum.
9	6-02.3(2)B Commercial Concrete
10	The second paragraph is revised to read:
11	The decent paragraph to review to read.
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	
26	
27	

1	7-04 STORM SEWERS
2	(March 17, 2003 Tacoma GSP)
3	
4	This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.
5	
6	
7	END OF SECTION
8	
9	
10	
11	
12	

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS (******)
7-05.1 Description
This section is supplemented with the following:
All references to sanitary sewers shall be construed to also mean storm sewers.
7-05.2 Materials
This section is supplemented with the following:
7-05.3 Construction Requirements
The first sentence of the eleventh paragraph is revised to read:
A flexible pipe-to-manhole connector shall be used in all connections of rigid and thermoplastic pipes to <b>new</b> precast concrete manholes to provide a watertight joint between the pipe and the manhole, unless otherwise directed by the Engineer. The connector shall be "Kor-N-Seal" with "Wedge Korband" (Type I or II as required for pipe diameter), manufactured by NPC, Inc., Milford, New Hampshire, or Engineer approved equal. The connectors shall be installed in accordance with the manufacturer's
recommendations.
This section is supplemented with the following:
Catch Basin Type 1 shall conform to WSDOT Standard Plan B-5.20-02 where shown on the Plans.
Combination Inlet shall conform to WSDOT Standard Plan B-25.20-02 where shown on the Plans.
7-05.3(1) Adjusting Manholes and Catch Basins to Grade
This section is revised to read: 7-05.3(1) Adjusting Utility Structures to Grade
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.
The materials and methods of construction shall conform to the requirements specified in Section 7-05.3 and Standard Plan No. SU-25. The finished structure shall conform to the requirements of the standard plan for the specific structure.
7-05.3(3) Connections to Existing Manholes The first sentence is revised to read:

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

7-05.4 Measurement

 This section is supplemented with the following:

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

1	Catch basin Type 1 with combination inlet shall be measured per each.
2 3	7-05.5 Payment
4	The first paragraph is supplemented with the following:
5	The met paragraph to cappionionica with the following.
6	(******)
7	Catch Basin Type 1, per each
8	Catch Basin Type 1 with combination inlet, per each
9	
10	The unit Contract price per each for "Catch Basin" shall be full pay for all work
11	required to furnish and install the new catch basin to finished grade, including, but not
12	limited to, excavating for, furnishing backfill, compaction of backfill, frame, and grate, as
13 14	applicable per the Plans and Specifications.
15	"Adjust Existing Catch Basin, Furnish New Frame and Grate", per each
16	rajust Existing Sator Basin, Familian New France and States, per Sasin
17	The unit Contract price per each for "Adjust Existing Catch Basin, Furnish New Frame
18	and Grate" shall be full pay for all costs associated with adjusting the frame and grate to
19	finished grade, including but not limited to, excavating, furnish and place backfill,
20	furnishing and installing the new frame and grate, compacting, surfacing, and
21	restoration.
22	"Adjust Existing Manhala, Eurmich New France and Cover" nor each
23 24	"Adjust Existing Manhole, Furnish New Frame and Cover", per each
24 25	The unit Contract price per each for "Adjust Existing Manhole, Furnish New Frame and
26	Cover" shall be full pay for all costs associated with adjusting the frame and cover to
27	finished grade, including but not limited to, excavating, furnish and place backfill,
28	furnishing and installing the new frame and cover, compacting, surfacing, and
29	restoration.
30	
31	"Adjust Existing Valve Chamber to Grade", per each
32	
33	The unit Contract price per each for "Adjust Existing Valve Chamber to Grade" shall be full pay for all costs associated with the adjusting the valve chamber to finished grade,
34 35	including but not limited to, excavating, furnish and place backfill, compacting, surfacing
36	and restoration.
37	and recording.
38	END OF SECTION
39	

1 2	_	CLEANING EXISTING DRAINAGE STRUCTURES h 23, 2010 Tacoma GSP)
3		
4	7-07.3	Construction Requirements
5	Item th	hree of paragraph two is revised to read:
6		
7	3.	If sediment and water from structures does not meet the conditions described in
8		1 or 2 above, the Contractor shall collect and dispose of all water used and all
9		debris generated in cleaning operations. No cleaning water or debris shall be
10		flushed downstream beyond the limits of the work.
11		naciou devineu dani beyond the ininte of the Work.
12		
		END OF SECTION
13		END OF SECTION
14		
15		
16		
17		

#### 7-08 GENERAL PIPE INSTALLATION REQUIREMENTS 1 (September 20, 2018 Tacoma GSP) 2 3 4 7-08.3 Construction Requirements 5 7-08.3(1)A Trenches 6 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 This section is supplemented with the following: 11 12 13 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma 14 Standard Plan No. SU-16. 15 7-08.3(2)F Plugs and Connections 16 This section is supplemented with the following: 17 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 This section is revised to read: 24 25 Dissimilar pipe shall be joined by use of rigid couplings manufactured by Romac 26 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 excavation area backfill material shall meet the requirements of Section 9-03.12(2), 35 36 Gravel Backfill for Walls.) Recycled concrete shall not be used for pipe zone bedding, pipe zone backfill, backfill above pipe zone, and extra excavation area backfill. 37 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 not be shifted out of position nor damaged by impact or overloading. If pipe is being 41 placed in a new embankment, backfill above the pipe zone shall be placed in 42 43 accordance with Section 2-03.3(14)C. If pipe is being placed under existing paved areas, or roadways, backfill above the pipe zone shall be placed in horizontal layers no 44 45 more than 12-inches thick and compacted to 95-percent maximum density. If pipe is being placed in non-traffic areas, backfill above the pipe zone shall be placed in 46 47 horizontal layers no more than 12-inches thick and compacted to 85-percent maximum density. All compaction shall be in accordance with the Compaction Control Test of 48 Section 2-03.3(14)D. Material excavated from the trench shall be used for backfill above 49

the pipe zone, except that organic material, frozen lumps, wood, rocks, or pavement

chunks larger than 6-inches in maximum dimension shall not be used. Material

50

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.

#### 7-08.5 Payment

This section is supplemented with the following:

"Temporary Sewer Bypass," per each

The unit contract price for "Temporary Sewer Bypass" per each shall be full pay for all costs associated with performing the Contract Work specified in section 7-08.3(5), except for costs compensated by Bid Proposal items listed below.

"Temporary Bypass Pumping Plan," Lump Sum

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

#### **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:

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

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

#### 8-01.3(1)C Water Management

This section is revised to read: **General.** The Contractor is responsible for keeping excavations free from standing

water during construction and disposing of the water in a manner that will not cause pollution, injury to public or private property, or cause a nuisance to the public.

Groundwater flowing toward, into, or within excavations shall be controlled to prevent

sloughing of excavation walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly progress of construction. The control of groundwater shall be

such that softening of the bottom of excavations, or formation of "quick" conditions or

"boils" during excavation, shall not occur. The Contractor is responsible for all foundation material required due to lack of dewatering efforts. 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

This section is supplemented with the following:

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

#### 8-02.3(8)C Pruning, Staking, Guying and Wrapping

This section is supplemented with the following:

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

Top growth removal to compensate for root loss shall not exceed one-third (1/3) of the top growth unless otherwise specified or directed by the Engineer. Cuts created 3/4 inch

in diameter shall be treated with an approved tree wound dressing. All pruning shall produce a clean cut without bruising or tearing the bark and shall be in living wood where the wood can properly heal over.

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

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

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

#### 8-02.3(10) 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 2 3 elect to hold plant material under nursery conditions for an additional year to serve as replacement plants. 4 5 6 Replacement plants will be subject to the original warranty provision as stated above. 7 8 8-02.4 Measurement 9 10 8-02.5 Payment This section is revised to read: 11 12 13 "Plant Selection", per each. 14 Payment for "Plant Selection \_\_\_\_" shall be full pay for all materials, labor, tools, 15 equipment and supplies necessary for weed control within planting areas, planting area 16 preparation, fine grading, planting, cultivating, and clean-up for the particular items 17 18 called for in the Plans until the physical completion date of the contract. A one (1) year plant warranty shall be included in the unit contract price. 19 20 21 "Site Restoration", per lump sum. 22 23 The lump sum payment for "Site Restoration" shall be full pay for all materials, labor, tools, equipment, and supplies necessary for restoration of the job site and any 24 landscape items according to the Plans and Specifications, including but not limited to 25 replacement of irrigation appurtenances, grass sod/seed, planting area preparation, soil 26 27 amendment, grading, cultivating, planting, mulching, cleanup, and water necessary to

**END OF SECTION** 

complete the site restoration, as specified.

28

29 30

1 2 3	8-04 CURBS, GUTTERS, AND SPILLWAYS (******)
4 5 6	8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways The first paragraph is revised to read:
7 8 9	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.
10 11	Section 8-04.3 Construction Requirements is supplemented with the following:
12	(*****)
13 14 15	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.
16	<b>7 7 30 0</b>
17	8-04.3(6) Cold Weather Work
18	
19	The following additional requirements for placing concrete shall be in effect from
20	November 1 to April 1:
21	'
22	1. The Engineer shall be notified at least 24 hours prior to placement of concrete.
23	2. All concrete placement shall be completed no later than 2:00 p.m. each day.
24	3. Where forms have been placed and the subgrade has been subjected to frost, no
25	concrete shall be placed until the ground is completely thawed. At that time, the
26	forms shall be adjusted and subgrade repaired as determined by the Engineer.
27	
28	8-04.5 Payment
29	This section is supplemented with the following:
30	
31	(*****)
32	"Cement Conc. Traffic Curb and Gutter", per linear foot
33	<i>,</i> 1
34	The unit contract price per linear foot for "Cement Conc. Traffic Curb and Gutter" shall
35	be full pay for all labor, tools, equipment, and materials required to construct all types of
36	concrete curbs, curbs and gutters, including excavation, according to the Plans and
37	these Specifications.
38	
39	END OF SECTION
40	
41	
42	

1 2	8-06 CEMENT CONCRETE DRIVEWAY ENTRANCES (April 1, 2018 Tacoma GSP)
3 4 5	8-06.3 Construction Requirements The first paragraph is revised to read:
6 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	The following additional requirements for placing concrete shall be in effect from November 1 to April 1:
17 18 19 20 21 22 23	<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>
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 40 41	Excavation required for the construction of the driveway entrance shall be paid for under the unit contract price for pavement removal.
42 43 44	END OF SECTION
45 46 47	
48 49 50	

1 2	8-13 MONUMENT CASES (March 17, 2003 Tacoma GSP)
3 4	This section is revised to read:
5 6 7	8-13 MONUMENTS
8 9	8-13.1 Description
10 11 12 13	This Work shall consist of constructing monuments in accordance with the Standard Plan and these Specifications, in conformity with the lines and locations shown in the Plans or as staked by the Engineer.
14	8-13.2 Materials
15 16 17	Concrete shall be Class 3000 in accordance with the requirements of Section 6-02. 'Ready Mix' bag concrete shall not be used.
18 19	Bronze markers will be supplied by the Contracting Agency on City funded projects.
20 21 22	8-13.3 Construction Requirements
23 24	The Contractor shall construct the poured monument in accordance with the City of Tacoma Standard Plan SU-01.
25 26	8-13.4 Measurement
27 28 29	Measurement of the poured monument will be per each.
30 31	8-13.5 Payment
32 33	Payment will be made in accordance with Section 1-04.1.
34	"Poured Monument", per each.
35 36 37 38 39 40	The unit Contract price per each for "Poured Monument" shall be full pay for all labor, equipment, and materials required to furnish and install the monument, including the removal of existing monuments and necessary pavement removal to accommodate the installation in accordance with the standard plan and specifications.
41 42	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. 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, landings, wings, flares, and ped curbs as required by the plans.

#### **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

The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for installing the complete curb ramps per Plans and Specifications, and as directed by the Engineer, including ramps, landings, flares, wings, pedestrian curbs, and detectable warning surfaces as specified.

END OF SECTION

END OF SECTION

1 2 3	8-18 MAILBOX SUPPORT (******)
4 5 6	8-18.3 Construction Requirements This section is revised to read:
7 8 9	All existing mailboxes shall be saved or salvaged. Additional mailboxes and supports that are damaged by the Contractor shall be replaced in kind at no additional cost to the Contracting Agency.
11 12 13 14 15	All existing mailboxes shall be protected in place, except as shown to be relocated according to the Plans. Upon approval of the Engineer the Contractor may remove and salvage other mailboxes for his own benefit at no additional cost to the Contracting Agency.
16 17 18 19	The mailboxes to be relocated shall be reinstalled at the same station or relocated as directed by the Engineer, and offset with the face of the mailbox within 6-inches of the back of curb, using materials in-kind.
20 21 22	The Contractor shall maintain mailboxes in a functional state in permanent and temporary locations.
23 24 25	8-18.4 Measurement This section is revised to read:
26 27 28 29	Mailbox Support will be measured per each by the combined unit of mailbox and mailbox support reinstalled or relocated. Multiple mailboxes on a single support will be considered one unit.
30 31 32	8-18.5 Payment The pay item "Mailbox Support, Type" is revised to read:
33 34	"Mailbox Support", per each.
35 36 37 38 39	The unit price for Mailbox Support per each for the combined unit of mailbox and mailbox support shall be full compensation for all labor, materials, and equipment to remove, salvage, place in temporary location, reinstall and restore the mailbox, post, and support in accordance with the Plans and the Special Provisions.
40	END OF SECTION

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

2 3 4

1

#### 8-22.2 Materials

The Section is supplemented with the following:

5 6 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

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

Type B – Pre-formed Fused Thermoplastic

18 19 20

21

22

17

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.

23 24 25

26 27

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.

30 31 32

33 34

35 36

37

38

29

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

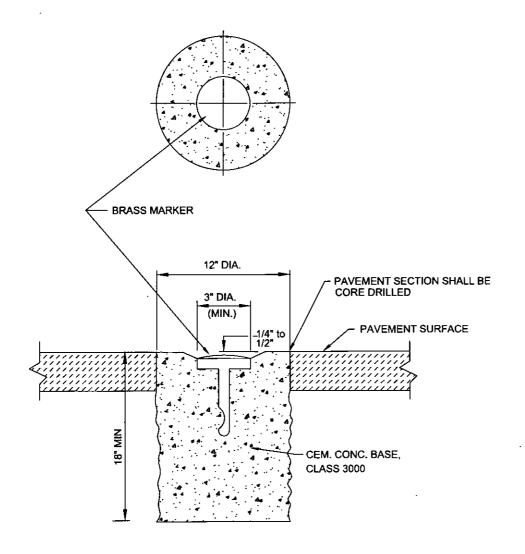
**Length of Line:** The longitudinal accumulative error within a 32-foot length of skip stripe shall not exceed plus or minus 1 inch.

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	
15	
16	
17	END OF SECTION
18	
19	

1	9-28 SIGNING MATERIALS AND FABRICATION
2	(*****)
3	0.20.4 Canaval
4	9-28.1 General
5 6	The second sentence of the first paragraph is hereby revised to read:
7	Permanent signs which measure 36 inches or less on a side and are to be mounted on a
8	single post shall be constructed of single 0.080-inch aluminum panels.
9	
10	The third sentence of the first paragraph is hereby deleted.
11	
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	
21	
22	END OF SPECIAL PROVISIONS
23	
24	
25	

### **APPENDIX A**

# CITY OF TACOMA AND WSDOT STANDARD PLANS



#### **NOTES:**

- Concrete base shall be poured in place. Hand mixed concrete is prohibited. Concrete base need not be formed.
- Notice to surveyors: any monument set in the City of Tacoma must bear the land surveyor number of the surveyor setting the monument. Monuments set as part of an approved plat are exempt.
- The surveyor is to supply the City of Tacoma with a copy of the calculations used to determine all monument positions before the monuments are set.
- Brass marker for City of Tacoma funded projects will be supplied by the City, all other brass markers to be supplied by the contractor.
- 5. Monument must be magnetically locatable.
- Prior to removing or destroying a monument, the surveyor or engineer shall apply for a permit from the Department of Natural Resources in accordance with WAC 332-120.

APPROVED FOR PUBLICATION

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

James Parvey 09Jin 2009

DATE

DATE

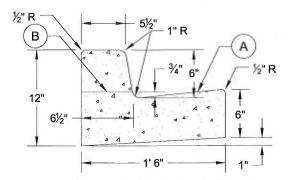
POURED MONUMENT

STANDARD PLAN NO.

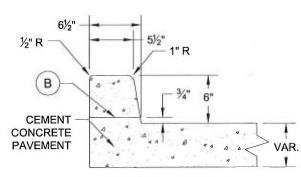
SU-01

#### NOTES:

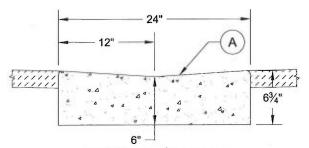
- When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.
- B Flush with gutter pan at curb ramp entrance or 3/4" vertical lip at driveway entrance.



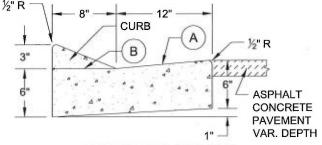
CEMENT CONCRETE TRAFFIC CURB & GUTTER



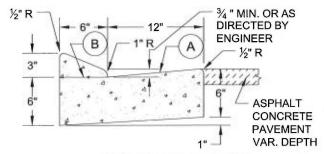
INTEGRAL CEMENT
CONCRETE TRAFFIC CURB



CEMENT CONCRETE
VALLEY GUTTER



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  $\frac{3}{8}$ " expansion joint installed.
- 4. Concrete finish shall match existing.
- 5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
- 6. Foundations shall be fully compacted prior to form placement.
- 7. Unsuitable foundation shall be replaced with  $\frac{5}{8}$ " crushed surfacing top course.

PUBLIC WORKS

PUBLIC WORKS

ENVIRONMENTAL SERVICES

NA

TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION

8/16/16

CITY ENGINEER DATE

CITY OF TACOMA

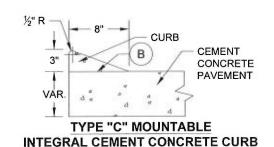
CEMENT CONCRETE
CURB AND GUTTER

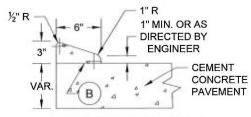
STANDARD PLAN NO.

SU-03

#### NOTE:

Flush with gutter pan at curb ramp entrance or  $\frac{3}{4}$ " vertical lip at driveway entrance.

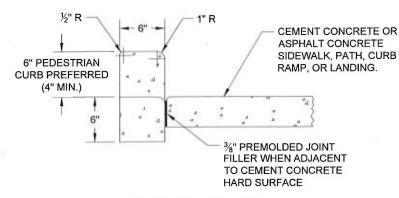


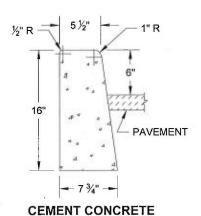


**ASPHALT** CONCRETE **PAVEMENT** VAR. DEPTH CURB

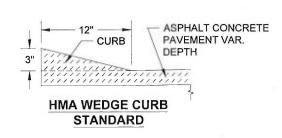
**TYPE "D" MOUNTABLE** INTEGRAL CEMENT CONCRETE CURB

**HMA WEDGE CURB** DOWNHILL SIDE OF **FULL STREET WARP** 





TRAFFIC CURB

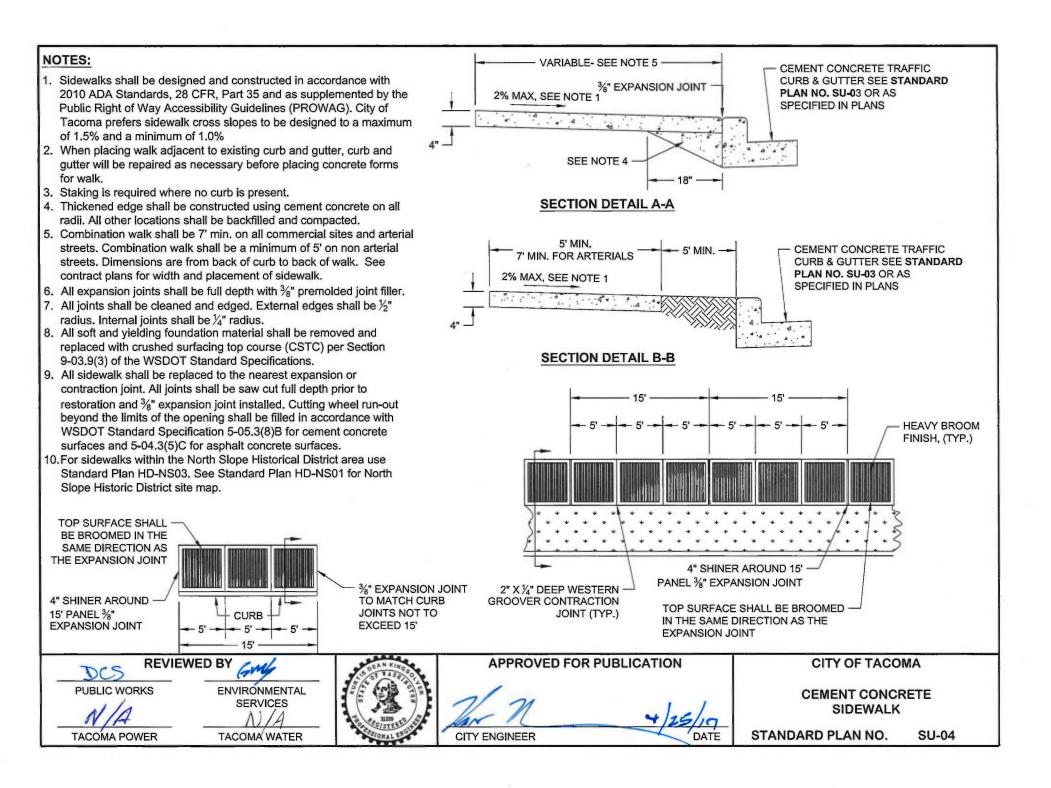


**CEMENT CONCRETE** PEDESTRIAN CURB

#### NOTES:

- 1. For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
- 2. In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
- 3. All joints shall be saw cut full depth prior to restoration and  $\frac{3}{8}$ " expansion joint installed.
- 4. Concrete finish shall match existing.
- 5. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
- 6. Foundations shall be fully compacted prior to form placement.
- 7. Unsuitable foundation shall be replaced with \(^5\/\_8\)" 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.
- 7. 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.
- 9. 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.
- 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.
- 18. 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.

TCS REVIEWED BY

**PUBLIC WORKS** 

TACOMA POWER

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

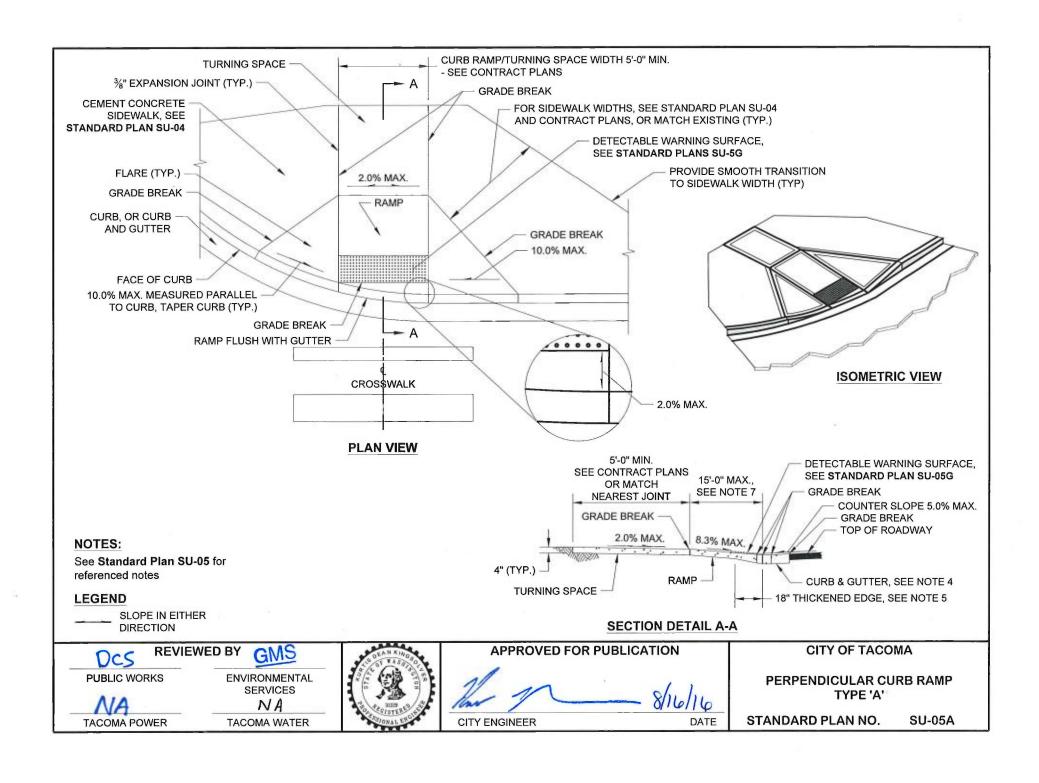
CITY ENGINEER

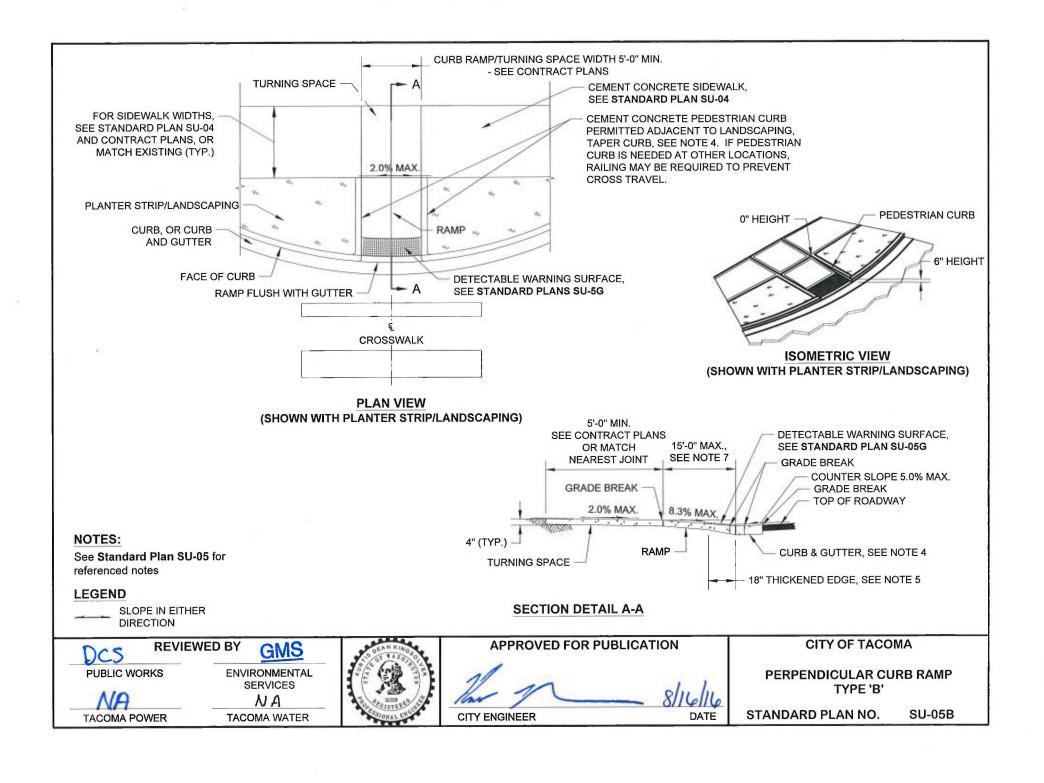
8/16/16 DATE CITY OF TACOMA

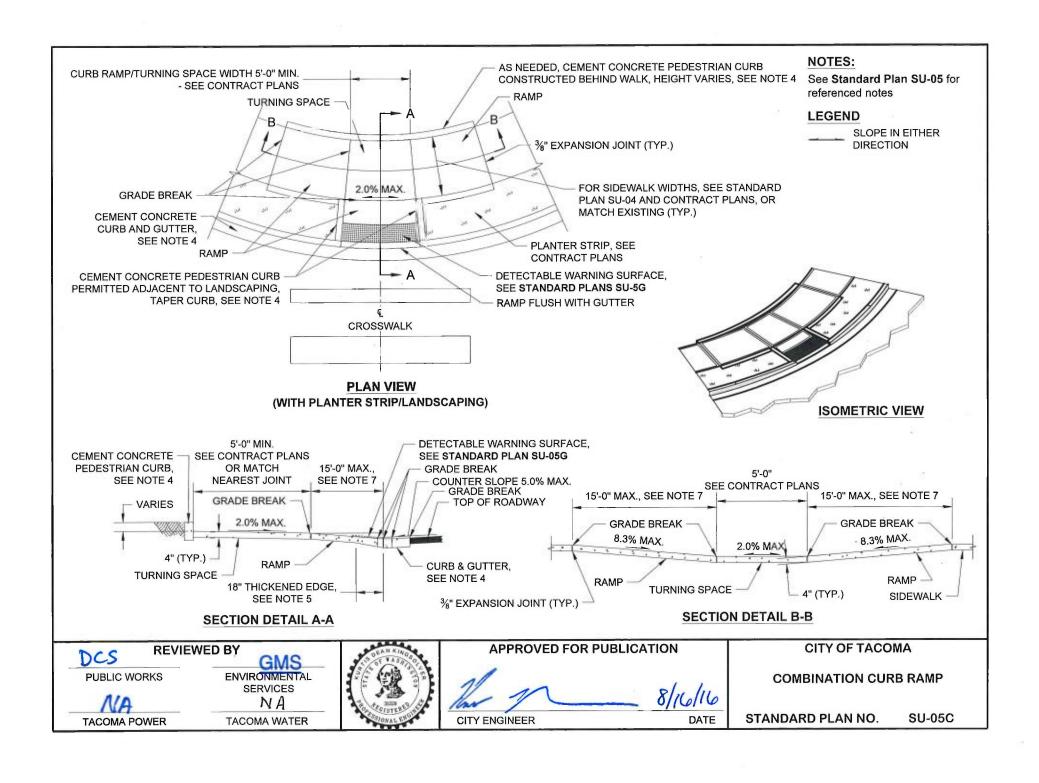
CURB RAMP DETAILS
GENERAL INFORMATION

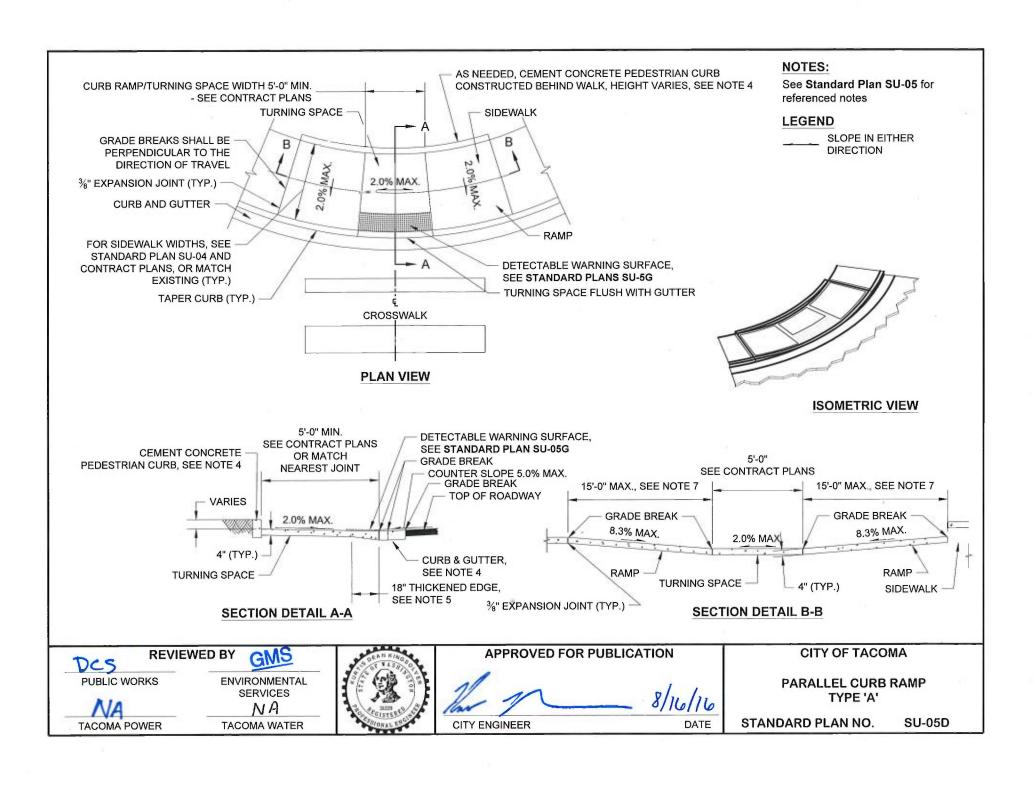
STANDARD PLAN NO.

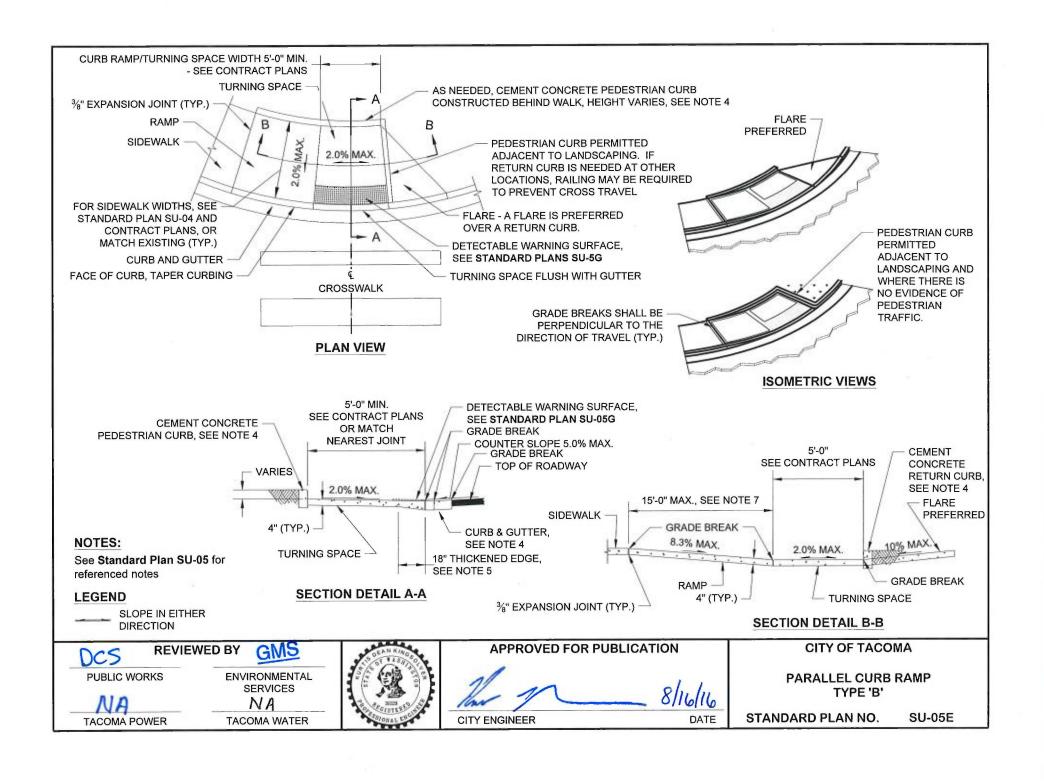
SU-05

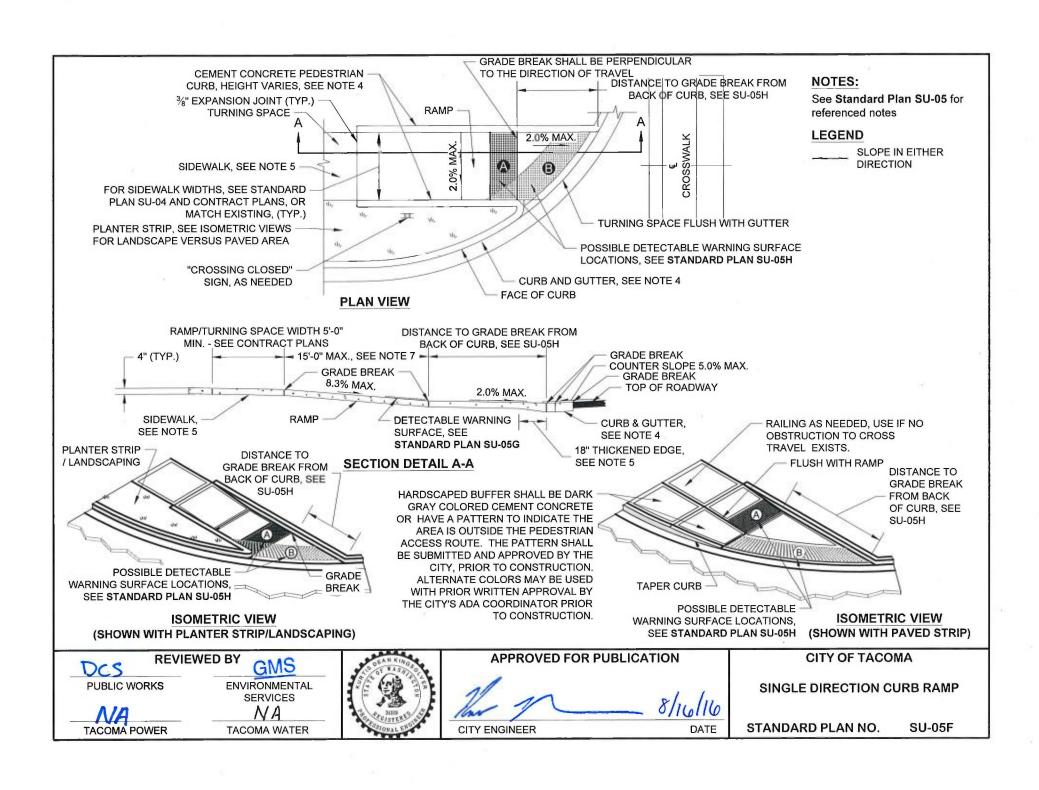




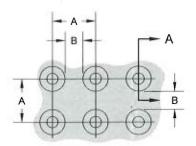






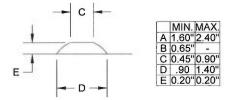


- The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares) or the turning area.
- The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.
- 3. See Standard Plans SU-04 through SU-05F for sidewalk and curb ramp details.
- 4. If a curb is not present, place the Detectable Warning Surface at the edge of the
- 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.

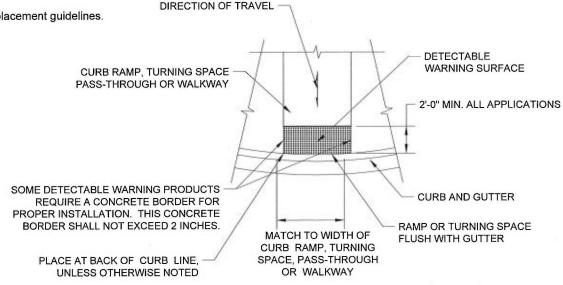


## TRUNCATED DOME DETAILS

TRUNCATED DOME SPACING



SECTION DETAIL A-A
TRUNCATED DOME



**DETECTABLE WARNING SURFACE DETAIL** 

**REVIEWED BY** 

GMS

**PUBLIC WORKS** 

DCS

ENVIRONMENTAL SERVICES NA

TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION

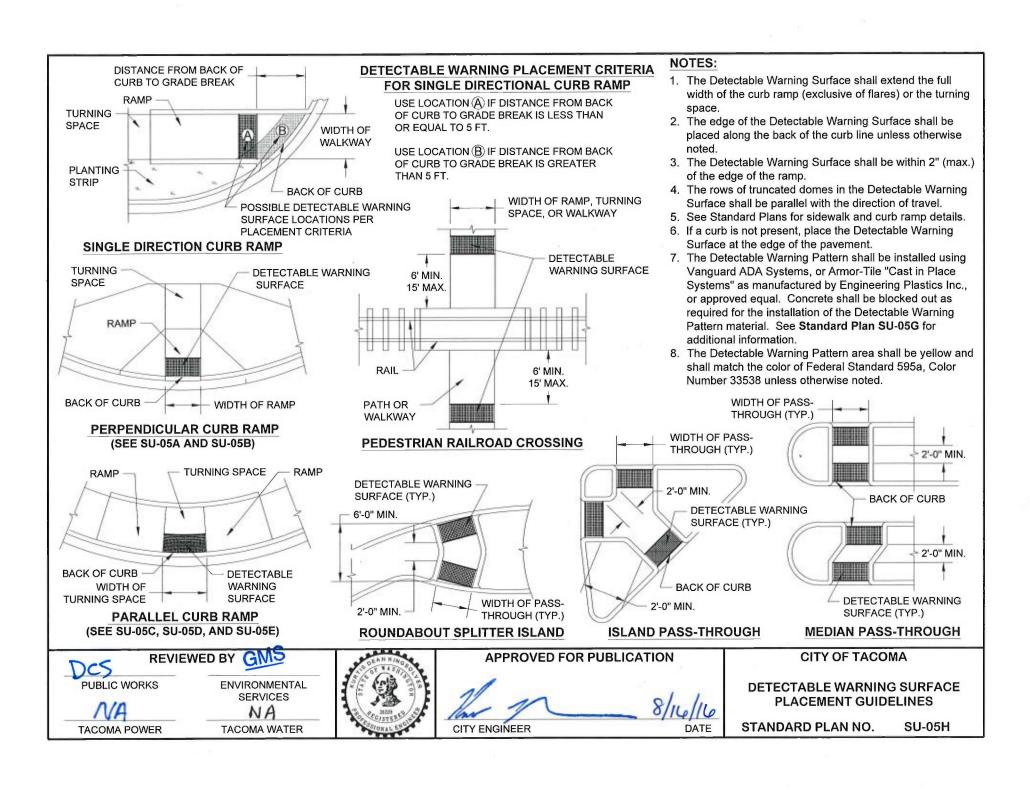
CITY ENGINEER

CITY OF TACOMA

DETECTABLE WARNING SURFACE DETAILS

STANDARD PLAN NO.

SU-05G



## R303.2.1.4 FLARES.

FLARED SIDES WITH A SLOPE OF 10% MAXIMUM, MEASURED PARALLEL TO THE CURB LINE, SHALL BE PROVIDED WHERE A PEDESTRIAN CIRCULATION PATH CROSSES THE CURB RAMP.

#### ADVISORY R303.2.1.4 FLARES.

LANDSCAPE

ASPHALT PATCH AREA

SIDE OF RAMPS MAY BE RETURNED, PROVIDING USEFUL DIRECTIONAL CUES, IF PROTECTED FROM CROSS TRAVEL BY LANDSCAPING, STREET FURNITURE, POLES, OR EQUIPMENT.

NOTE: CITY OF TACOMA PREFERS A RETURN CURB BE USED ONLY ADJACENT TO LANDSCAPING. IF RETURN CURB IS NEEDED AT OTHER LOCATIONS, RAILING MAY BE REQUIRED TO PREVENT CROSS TRAVEL.

2% MAX.

SEE R303.2.1.1 (RUNNING SLOPE)

OR MATCH EX.

TRANSITION

2% MAX.

SAWCUT LINE

ROSS SLOPE

#### R303.3.2 DETECTABLE WARNINGS.

DETECTABLE WARNING SURFACES COMPLYING WITH R304 SHALL BE PROVIDED, WHERE A CURB RAMP, LANDING, OR BLENDED TRANSITION CONNECTS TO A STREET.

DETECTABLE WARNING SURFACES SHALL EXTEND 24 IN. MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP (EXCLUSIVE OF FLARES), THE LANDING OR, THE BLENDED TRANSITION.

#### R304.2.1 PERPENDICULAR CURB RAMPS.

WHERE BOTH ENDS OF THE BOTTOM GRADE BREAK COMPLYING WITH R303.3.4 ARE 5.0 FT OR LESS FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE RAMP SURFACE AT THE BOTTOM GRADE BREAK. WHERE EITHER END OF THE BOTTOM GRADE BREAK IS MORE THATN 5.0 FT FROM THE BACK OF CURB, THE DETECTABLE WARNING SHALL BE LOCATED ON THE LOWER LANDING.

#### R304.2.3 ALIGNMENT

THE ROWS OF TRUNCATED DOMES IN A DETECTABLE WARNING SURFACE SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE GRADE BREAK BETWEEN THE RAMP, LANDING, OR BLENDED TRANSITION AND THE STREET.

## R303.3.4 GRADE BREAKS.

GRADE BREAKS AT THE TOP AND BOTTOM OF PERPENDICULAR CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF RAMP RUN. AT LEAST ONE END OF THE BOTTOM GRADE BREAK SHALL BE AT THE BACK OF CURB. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF CURB RAMPS, BLENDED TRANSITIONS, LANDINGS, AND GUTTER AREAS WITHIN THE PEDESTRIAN ACCESS ROUTE. SURFACE SLOPES THAT MEET THE GRADE BREAKS SHALL BE FLUSH.

#### R303.3.5 COUNTER SLOPES.

THE CROSS SLOPE AT INTERSECTIONS SHALL BE 2% MAXIMUM. THE CROSS SLOPE AT MID-BLOCK CROSSING SHALL BE PERMITTED TO BE

#### R303.2.1.3 LANDING.

SEE R303.2.1.1

FLARE

A LANDING (4.0 FEET MINIMUM BY 4.0 FEET MINIMUM, 5.0 FEET BY 5.0 FEET PREFERRED) SHALL BE PROVIDED AT BE 2% MAXIMUM.

## DESIGN UNDER FHWA FEDERAL AID (504) REGULATION).

**FXISTING SIDEWALK** 

GRADE BREAK AT BASE OF RAMP AND GUTTER SHALL BE FLUSH

THE TOP OF THE CURB RAMP AND SHALL BE PERMITTED TO OVERLAP OTHER LANDINGS AND CLEAR SPACE. RUNNING AND CROSS SLOPES AT INTERSECTIONS SHALL

2' MIN

TRANSITION

3' MIN. FROM EDGE OF GUTTER UNLESS NOTED OTHERWISE, ROW RESTORATION POLICY APPLIES

TRAFFIC SECTION.

TAPER CURB

TRANSITION PANEL FROM RAMP TO EXISTING SIDEWALK (WHERE REQUIRED TO MATCH EXISTING SIDEWALK CROSS SLOPE). MAXIMUM GRADES ARE NOT SPECIFIED BY PROWAG. ADJUST LENGTH AS NEEDED TO PROVIDE SMOOTH TRANSITION. IF PROPOSED MATCH LINE LOCATION DOES NOT FALL ON AN EXISTING JOINT IN THE SECTION OF SIDEWALK TO REMAIN, THE EXISTING WALK SHALL BE REMOVED BACK TO THE NEXT JOINT (MINIMUM 2 FEET).

1. CURB RAMPS SHALL BE LOCATED, CONSTRUCTED OR RETROFITTED IN ACCORDANCE WITH ADA STANDARDS FOR ACCESSIBLE DESIGN, 28 CFR, PART 35 AS SUPPLEMENTED BY THE DRAFT PUBLIC WORKS RIGHT OF

WAY ACCESSIBILITY GUIDELINES (PROWAG), THE CITY OF TACOMA

STANDARD PLANS AND THE CITY'S CURB RAMP INSTALLATION MATRIX.

2. 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,

(IDENTIFIED AS CURRENT BEST PRACTICE IN ACCESSIBLE PEDESTRIAN

R303.22 REFERENCE TO PROWAG SECTION, 2005 DRAFT RULE

#### R303.2.1 PERPENDICULAR CURB RAMPS.

#### R303.2.1.1 RUNNING SLOPE

THE RUNNING SLOPE SHALL BE 8.3% MAXIMUM BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FEET.

#### R303.2.1.2 CROSS SLOPE.

THE CROSS SLOPE SHALL BE 2% MAXIMUM.

THE CLEAR WIDTH OF LANDINGS, BLENDED TRANSITIONS, AND CURB RAMPS, EXCLUDING FLARES, SHALL BE 4.0 FEET MINIMUM.

SURFACES OF CURB RAMPS, BLENDED TRANSITIONS, AND LANDINGS SHALL COMPLY WITH R301. GRATINGS, ACCESS COVERS, AND OTHER APPURTENANCES SHALL NOT BE LOCATED ON CURB RAMPS, LANDINGS, BLENDED TRANSITIONS AND GUTTERS WITHIN THE PEDESTRIAN ACCESS

#### CROSSWALK

THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF A CURB RAMP, LANDING, OR BLENDED TRANSITION SHALL BE 5% MAXIMUM.

WARPED TO MEET STREET GRADE.

FOR INFORMATIONAL PURPOSES ONLY DO NOT INCLUDE IN CONTRACT SPECIFICIATIONS

WATER DRAINAGE (TYP.)

CITY OF TACOMA **DEPARTMENT OF PUBLIC WORKS** 

**PROWAG GUIDELINES** TYPICAL PERPENDICULAR CURB RAMP **DESIGN STANDARDS** 

STANDARD PLAN NO.

#### R303.2.2 PARALLEL CURB RAMPS.

#### R303.2.2.1 RUNNING SLOPE.

THE RUNNING SLOPE SHALL BE 8.3% MAXIMUM BUT SHALL NOT REQUIRE THE RAMP LENGTH TO EXCEED 15.0 FEET.

#### R303.2.1.2 CROSS SLOPE.

THE CROSS SLOPE SHALL BE 2% MAXIMUM.

#### R303.3.1 WIDTH.

THE CLEAR WIDTH OF LANDINGS, BLENDED TRANSITIONS, AND CURB RAMPS, EXCLUDING FLARES, SHALL BE 4.0 FEET MINIMUM.

#### R303.3.3 SURFACES.

SURFACES OF CURB RAMPS, BLENDED TRANSITIONS, AND LANDINGS SHALL COMPLY WITH R301. GRATINGS, ACCESS COVERS, AND OTHER APPURTENANCES SHALL NOT BE LOCATED ON CURB RAMPS, LANDINGS, BLENDED TRANSITIONS AND GUTTERS WITHIN THE PEDESTRIAN ACCESS ROUTE.

#### R303.3.2 DETECTABLE WARNINGS.

DETECTABLE WARNING SURFACES COMPLYING WITH R304 SHALL BE PROVIDED, WHERE A CURB RAMP, LANDING, OR BLENDED TRANSITION CONNECTS TO A STREET.

#### R304 1 4 SIZE

DETECTABLE WARNING SURFACES SHALL EXTEND 24 IN. MINIMUM IN THE DIRECTION OF TRAVEL AND THE FULL WIDTH OF THE CURB RAMP (EXCLUSIVE OF FLARES), THE LANDING OR, THE BLENDED TRANSITION.

#### R304.2.3 ALIGNMENT.

THE ROWS OF TRUNCATED DOMES IN A DETECTABLE WARNING SURFACE SHALL BE ALIGNED TO BE PERPENDICULAR OR RADIAL TO THE GRADE BREAK BETWEEN THE RAMP, LANDING, OR BLENDED TRANSITION AND THE STREET.

#### R303.3.4 GRADE BREAKS.

GRADE BREAKS AT THE TOP AND BOTTOM OF PERPENDICULAR CURB RAMPS SHALL BE PERPENDICULAR TO THE DIRECTION OF RAMP RUN. AT LEAST ONE END OF THE BOTTOM GRADE BREAK SHALL BE AT THE BACK OF CURB. GRADE BREAKS SHALL NOT BE PERMITTED ON THE SURFACE OF CURB RAMPS, BLENDED TRANSITIONS, LANDINGS, AND GUTTER AREAS WITHIN THE PEDESTRIAN ACCESS ROUTE. SURFACE SLOPES THAT MEET THE GRADE BREAKS SHALL BE FLUSH.

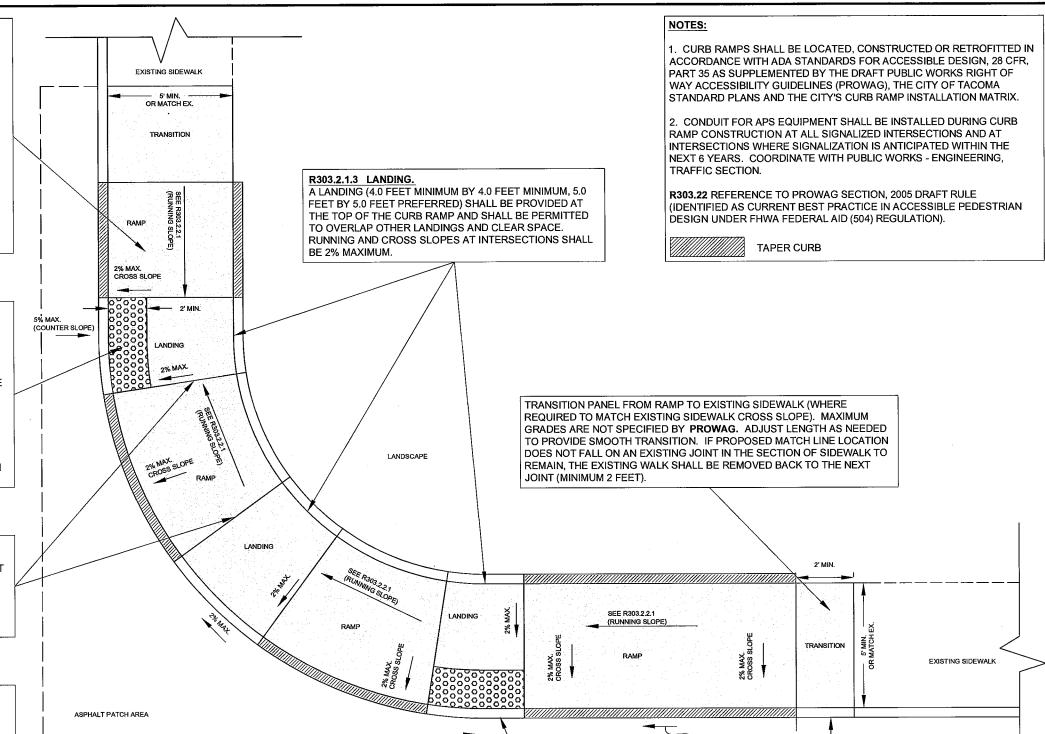
#### CROSSWALK.

#### R303.3.5 COUNTER SLOPES

THE COUNTER SLOPE OF THE GUTTER OR STREET AT THE FOOT OF A CURB RAMP, LANDING, OR BLENDED TRANSITION SHALL BE 5% MAXIMUM.

#### R303.2.1.2 CROSS SLOPE.

THE CROSS SLOPE AT INTERSECITONS SHALL BE 2% MAXIMUM. THE CROSS SLOPE AT MID-BLOCK CROSSING SHALL BE PERMITTED TO BE WARPED TO MEET STREET GRADE.



## FOR INFORMATIONAL PURPOSES ONLY DO NOT INCLUDE IN CONTRACT SPECIFICIATIONS

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

GRADE BREAK AT BASE OF RAMP AND GUTTER SHALL BE FLUSH

WATER DRAINAGE (TYP.)

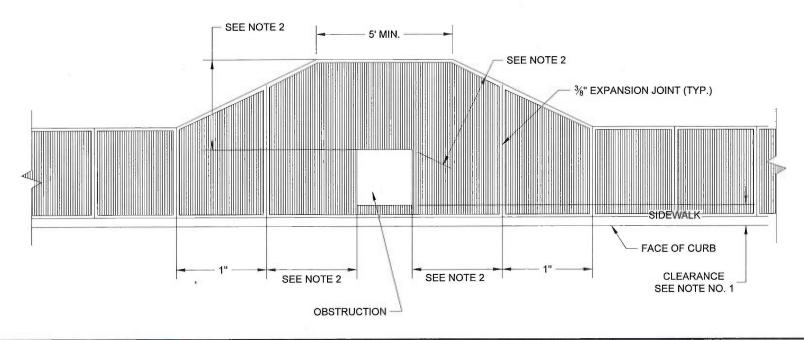
PROWAG GUIDELINES
TYPICAL PARALLEL CURB RAMP
DESIGN STANDARDS

STANDARD PLAN NO.

OTHERWISE, ROW RESTORATION POLICY APPLIES

SU-05J

- 1. The clearance between the face of curb and any obstruction, except mail boxes, shall be a minimum of 1'-6". The front of a mail box shall be 6" to 8" from the face of curb.
- 2. Sidewalk cafes, artwork, poles, ramps, etc., may not reduce the width of the sidewalk to less than 5' for residential streets and 7' for arterial streets and commercial areas, excluding the curb width.
- 3. All obstructions shall meet requirements for cane detection. See City of Tacoma Design Manual Chapter 12.
- 4. The following criteria shall only be used in rare circumstance when an obstruction cannot be relocated and does not allow the minimum required sidewalk width:
  - a) If the sidewalk is new or replacement construction and the sidewalk cannot meet the minimum clearance requirements due to an existing obstruction then a maximum extent feasible (MEF) is required and shall be included in the Plans. Rational supporting the MEF 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.
  - b) When placing a new obstruction in an existing sidewalk and the minimum clearance requirements cannot be met, a variance shall be submitted and approved by the City's Traffic Section prior to construction.
- 5. See Tacoma's Design Manual Chapter 8, Pedestrian Facilities, for additional information on Pedestrian Access Routes (PARs).



PUBLIC WORKS ENV

TACOMA POWER

ENVIRONMENTAL SERVICES

N A TACOMA WATER



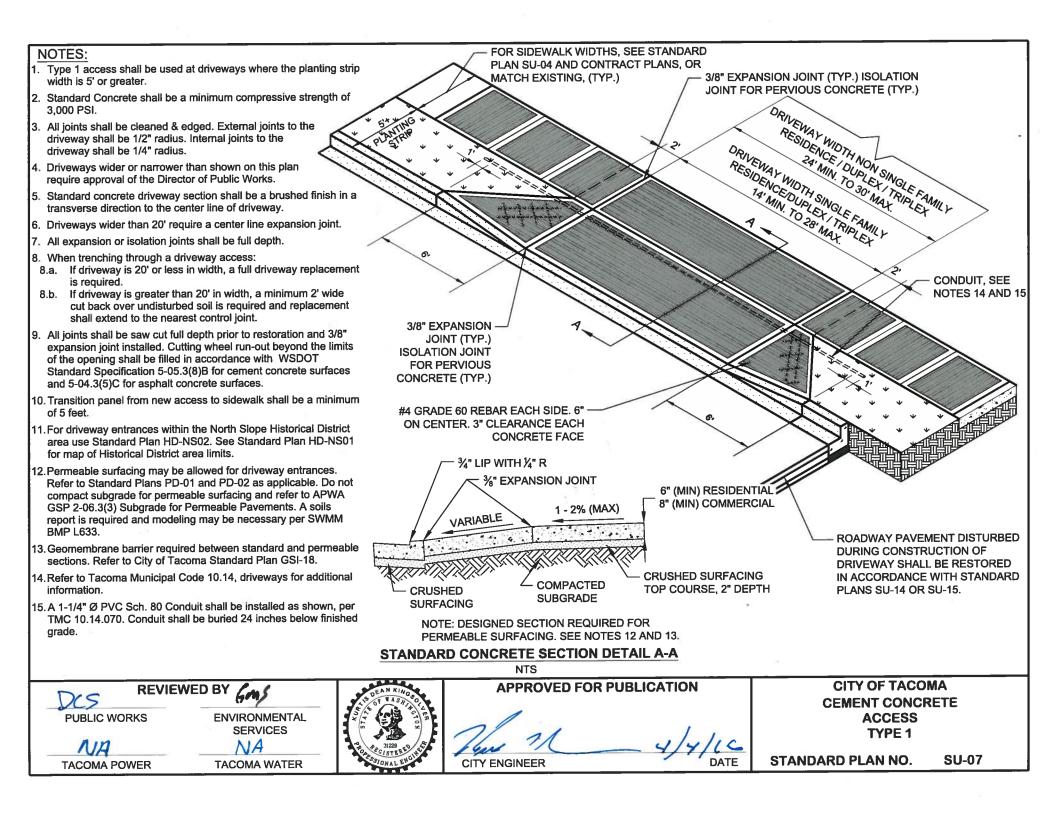
APPROVED FOR PUBLICATION

2/16/16
CITY ENGINEER DATE

CITY OF TACOMA

SIDEWALK CLEAR WIDTHS AND OBSTRUCTION GUIDELINES

STANDARD PLAN NO.



- 1. Use the following as a guide of when each Entrance or Access Type should be used:
- 1.a. Cement Concrete Driveway Entrances Type 1 (Entrances) or Accesses Type 1 (Accesses) shall be used at driveways where the planting strip width is 5' or greater.
- 1.b. Cement Concrete Driveway Entrances Type 2 (Entrances) or Access Type 2 (Accesses) shall be used at driveways and alleys where the planting strip is less than 5' wide.
- 1.c. Cement Concrete Driveway Entrance Type 3 (Entrances) or Accesses Type 3 (Accesses) shall be used at alleys where the planting strip is 5' wide or greater.
- Standard Concrete shall be a minimum compressive strength of 3,000 PSI.
- Concrete Joints:
- 3.a. All joints shall be cleaned & edged.
- 3.b. All expansion or isolation joints shall be full depth.
- 3.c. External joints to the driveway shall be 1/2" radius. Internal joints to the driveway shall be 1/4" radius.
- 3.d. All joints shall be saw cut full depth prior to restoration and 3/8" expansion joint installed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
- Entrances and Accesses wider or narrower than shown on this plan require approval of the Director of Public Works.
- Entrances and Accesses shall have a brushed finish in a transverse direction to the center line of Entrance or Access.
- Entrances or Accesses wider than 20' require a center line expansion joint.
- 7. When trenching through an Entrance or Access:
- 7.a. If Entrance or Access is 20' or less in width, full replacement is required.
- 7.b. If Entrance or Access is greater than 20' in width, a minimum 2' wide cut back over undisturbed soil is required and replacement shall extend to the nearest control joint.
- Transition panel from new Entrance or Access to sidewalk shall be a minimum of 5 feet.
- For Entrances or Accesses within the North Slope Historical District area use Standard Plan HD-NS02. See Standard Plan HD-NS01 for map of Historical District area limits.

- 10. Permeable surfacing may be allowed for Entrances or Accesses. Refer to Standard Plans PD-01 and PD-02 as applicable. Do not compact subgrade for permeable surfacing and refer to APWA GSP 2-06.3(3) Subgrade for Permeable Pavements. A soils report is required and modeling may be necessary per SWMM BMP L633.
- 11. Geomembrane barrier required between standard and permeable sections. Refer to City of Tacoma Standard Plan GSI-18.
- 12. Refer to Tacoma Municipal Code 10.14, driveways for additional information.
- 13. A 2" Ø PVC Sch. 80 Pipe with capped ends shall be installed as shown, per TMC 10.14.070. Pipe shall be buried 24 inches below finished grade and have a pull string and location wire per WSDOT 9-29.3(2)A4.
- 14. Detectable Warning Surface shall be placed at alleys if the ADT is greater than 700, in the downtown area, located near a high pedestrian volume area, or where there are sight distance concerns. The detectable warning pattern, if needed, shall be placed the full width of the sidewalk in accordance with City of Tacoma Standard Plan SU-05A.
- 15. When an existing entrance or access does not meet current ADA standards as defined by the City of Tacoma's Design Manual, the entire entrance or access shall be replaced to current ADA standards.

**REVIEWED BY** 

PUBLIC WORKS

**ENVIRONMENTAL** SERVICES NA

TACOMA POWER

TACOMA WATER



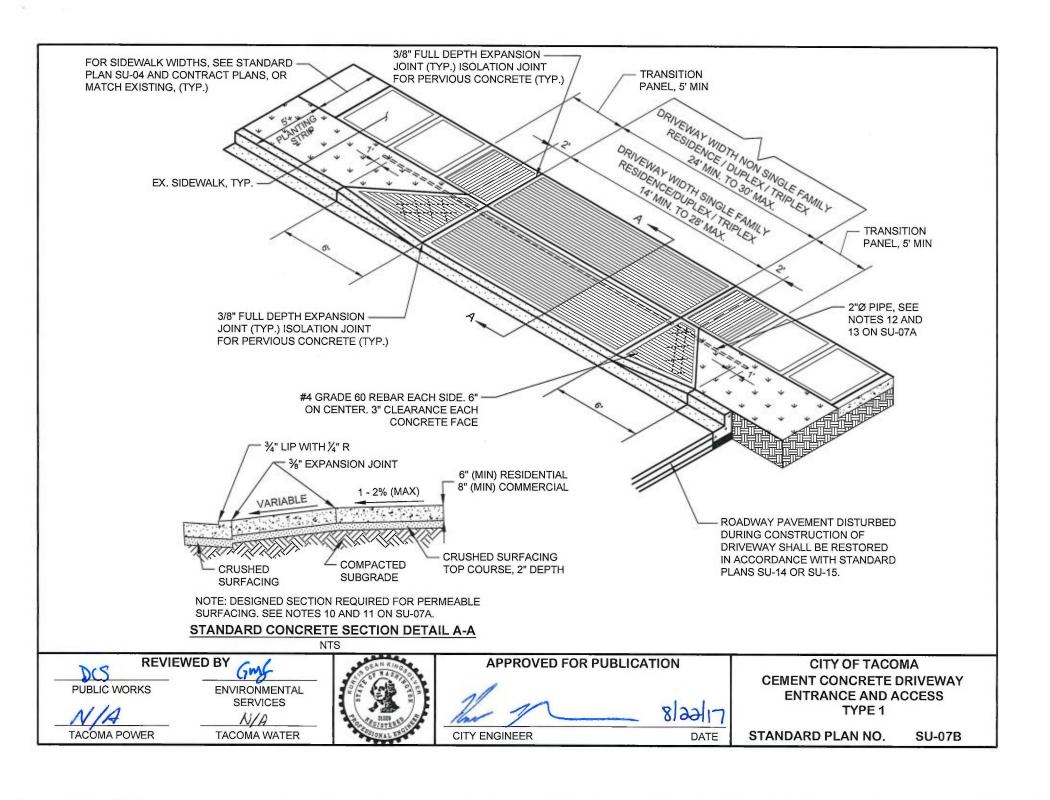
APPROVED FOR PUBLICATION

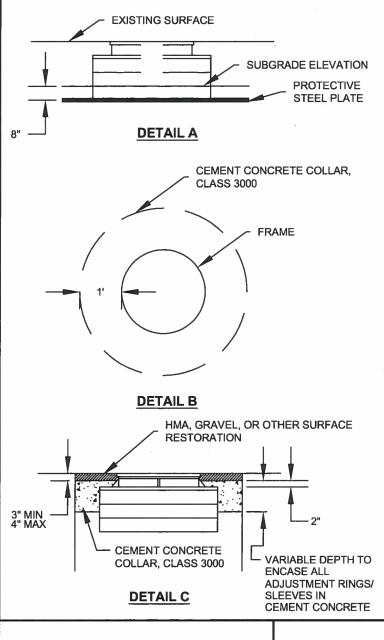
8/22/17 CITY ENGINEER

CITY OF TACOMA CEMENT CONCRETE DRIVEWAY **ENTRANCE AND ACCESS** TYPE 1

STANDARD PLAN NO.

SU-07A





#### PROGRESSION OF WORK

#### PRIOR TO EXCAVATING OR RESURFACING:

Contractor shall:

Remove frame and risers to a depth 8-inches below subgrade.

Install steel protective plate in accordance with Detail A.

Reference the location of the utility structure.

#### CONSTRUCTION OF SURFACING:

Gravel surfacing:

Install base materials and gravel over protective steel plate.

Asphalt surfacing:

Install base materials and asphalt over protective steel plate.

Concrete surfacing:

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

#### **UPON COMPLETION OF SURFACING:**

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

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

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

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

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

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

## NOTE:

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

APPROVED FOR PUBLICATION

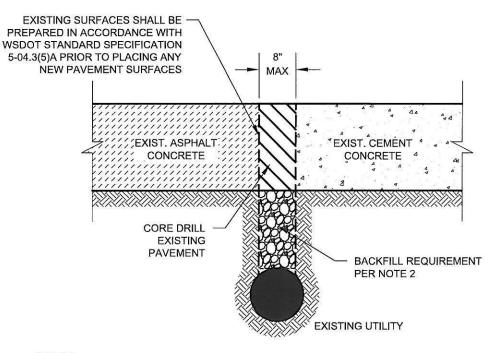
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

CITY ENGINEER

4/25/14

UTILITY ADJUSTMENT

STANDARD PLAN NO.



- The existing pavement shall be cut full depth with an eight inch diameter core drill.
   The subbase material shall be removed using a vacuum excavator, keeping the excavation as minimal as possible.
- 2. Backfill the excavation with a six inch cushion of crushed rock over the utility then place the remaining void with CDF or compacted CSTC.
- 3. For asphalt concrete streets, repair the cored pavement section with HMA Class  $\frac{1}{2}$ " PG 64-22 and seal the joint.
- For cement concrete pavement streets, replace the cored section with Class 6000 cement concrete.
- If excavation is larger than 8" core, restoration shall comply with the Right of Way Restoration Policy.

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

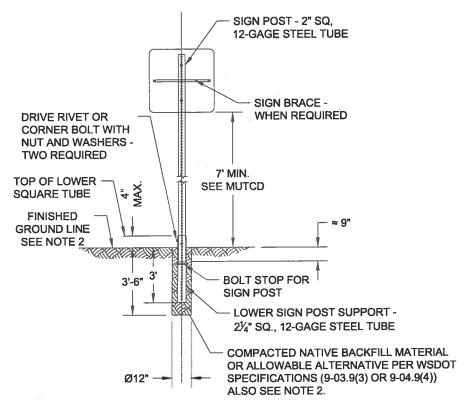
2.Tin2009

ATE .

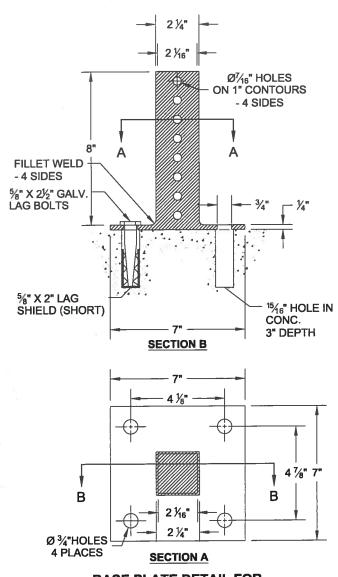
**POTHOLING** 

STANDARD PLAN NO.

- Surface mounting of sign posts, especially within traffic islands or medians, is only allowable with special authorization from the city's traffic engineering group, (Exception: Surface mounting of flexible post object markers within islands or medians is permitted).
- 2. If finished ground line is a hard surface, then compacted native backfill material shall be concrete with the top of foundation being smooth, dense, and uniform to finished ground line.



SIGN SUPPORT DETAIL FOR STEEL SIGN POST



BASE PLATE DETAIL FOR STEEL SIGN POST SURFACE MOUNTING (SEE NOTE 1)

DATE

DCS REVIEWED BY (JM)

PUBLIC WORKS

NA

TACOMA POWER

ENVIRONMENTAL SERVICES

TACOMA WATER



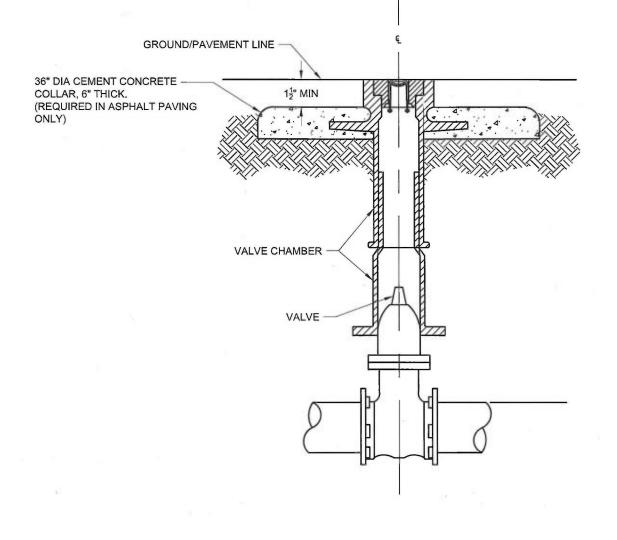
APPROVED FOR PUBLICATION

**CITY ENGINEE** 

CITY OF TACOMA

SIGN POST INSTALLATION

STANDARD PLAN NO.



Class 3000 cement concrete shall be placed, 1 ½" min, below the finished pavement surface.

24-hours after placing the cement collar, HMA Class  $\frac{3}{6}$ " PG 64-22 shall be placed in accordance with Standard Plan SU-15.

If the valve chamber being adjusted belongs to Tacoma Water, the Contractor shall contact Tacoma Water, Operations, at 253-502-8742 for final inspection.

REVIEWED BY

PUBLIC WORKS

DCS

TACOMA POWER

ENVIRONMENTAL SERVICES

TACOMA WATER



APPROVED FOR PUBLICATION

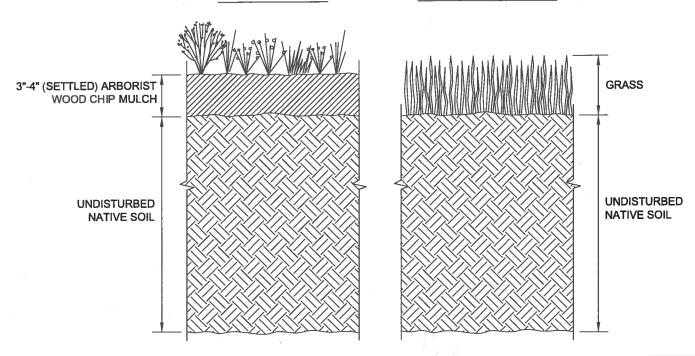
CITY ENGINEER 5/31/12
DATE

CITY OF TACOMA VALVE CHAMBER COLLAR DETAIL

STANDARD PLAN NO.

#### **PLANTING BEDS**

#### **TURF (LAWN) AREAS**



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

CITY ENGINEER

See SWMM BMP L613 for additional information.

DCS

REVIEWED BY

**PUBLIC WORKS** 

NA TACOMA POWER

TACOMA WATER

ENVIRONMENTAL SERVICES



APPROVED FOR PUBLICATION

CITY OF TACOMA

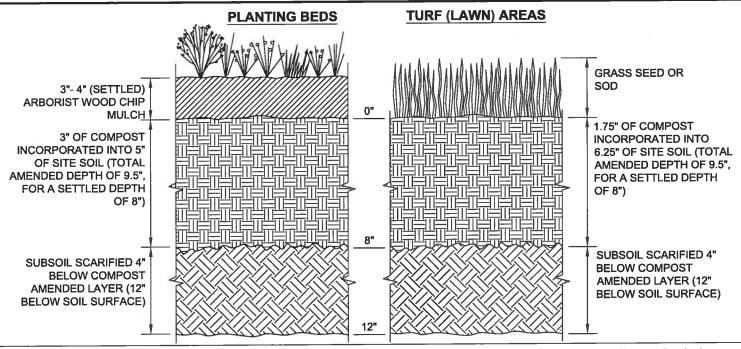
BMP L613 POST-CONSTRUCTION

SOIL QUALITY AND DEPTH

OPTION 1 - NO DISTURBANCE

STANDARD PLAN NO.

GSI-01a



OPTION 2: Amend existing site topsoil, or subsoil, either at preapproved rate or at calculated rate based on tests of the soil and amendments. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

Scarification: Scarify or till subgrade to 8 inches depth (or to depth needed to achieve a total depth of 12 inches of uncompacted soil after calculated amount of amendment is added). Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained or where scarification would damage tree roots or as determined by the engineer.

A. Planting Beds	B. Turf (Lawn) Areas
PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).	1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).
CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 10% organic content.	2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 5% organic content.
Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.	Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.
the state of the s	

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plan LS-08 and IS-09

CITY ENGINEER

See SWMM BMP L613 for additional information.

REVIEWED BY

PUBLIC WORKS

**TACOMA POWER** 

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



**APPROVED FOR PUBLICATION** 

CITY OF TACOMA

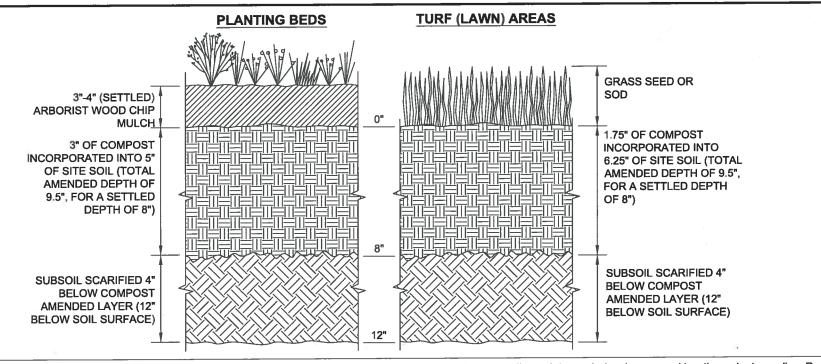
BMP L613 POST CONSTRUCTION SOIL

QUALITY AND DEPTH

OPTION 2 - AMEND IN PLACE

STANDARD PLAN NO.

GSI-01b



OPTION 3: Stockpile existing topsoil during grading. Stockpile and cover soil with weed barrier material that sheds moisture yet allows air transmission, in approved location, prior to grading. Replace stockpiled topsoil prior to planting. Stockpiled topsoil shall be tested and amended if needed to meet the organic matter or depth requirements either at preapproved rate or calculated rate. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

Scarification: If placed topsoil plus compost or other organic material will amount to less than 12 inches, scarify or till subgrade to depth needed to achieve 12 inches of loosened soil after topsoil and amendment are placed. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

amendment are placed. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

A. Planting Beds

B. Turf (Lawn) Areas

1. PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 10% organic content.

2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 5% organic content.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for more information.

**REVIEWED BY** 

PUBLIC WORKS

**TACOMA POWER** 

ENVIRONMENTAL SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

CITY ENGINEER HOLL

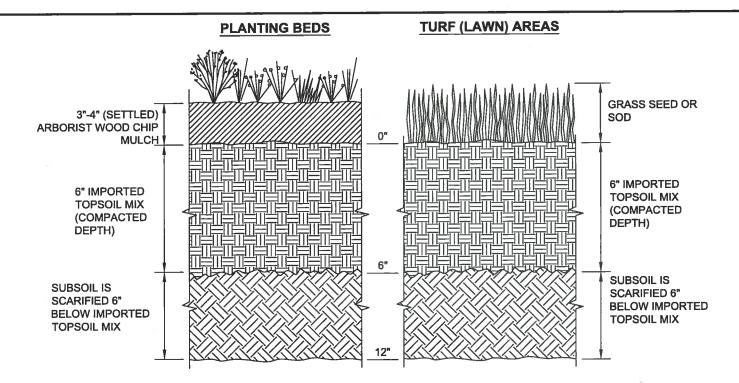
CITY OF TACOMA

BMP L613 POST CONSTRUCTION SOIL

QUALITY AND DEPTH

OPTION 3 - STOCKPILE AND AMEND

STANDARD PLAN NO. GSI-01c



OPTION 4: Import topsoil mix of sufficient organic content and depth to meet the requirements. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be restored as described below.

Scarification: scarify or till subgrade in two direction to 6 inches depth. Entire surface shall be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

#### B. Turf (Lawn) Areas A. Planting Beds Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface. topsoil mix on surface and till into 2 inches of soil. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface. Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting than 1 inch diameter.

beds with 3" - 4" of organic mulch or stockpiled duff. Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within tree protection zone. See Std. Plans LS-08 and LS-09.

CITY ENGINEER

See SWMM BMP L613 for additional information.

REVIEWED BY AM

**PUBLIC WORKS** 

**ENVIRONMENTAL SERVICES** 

NA

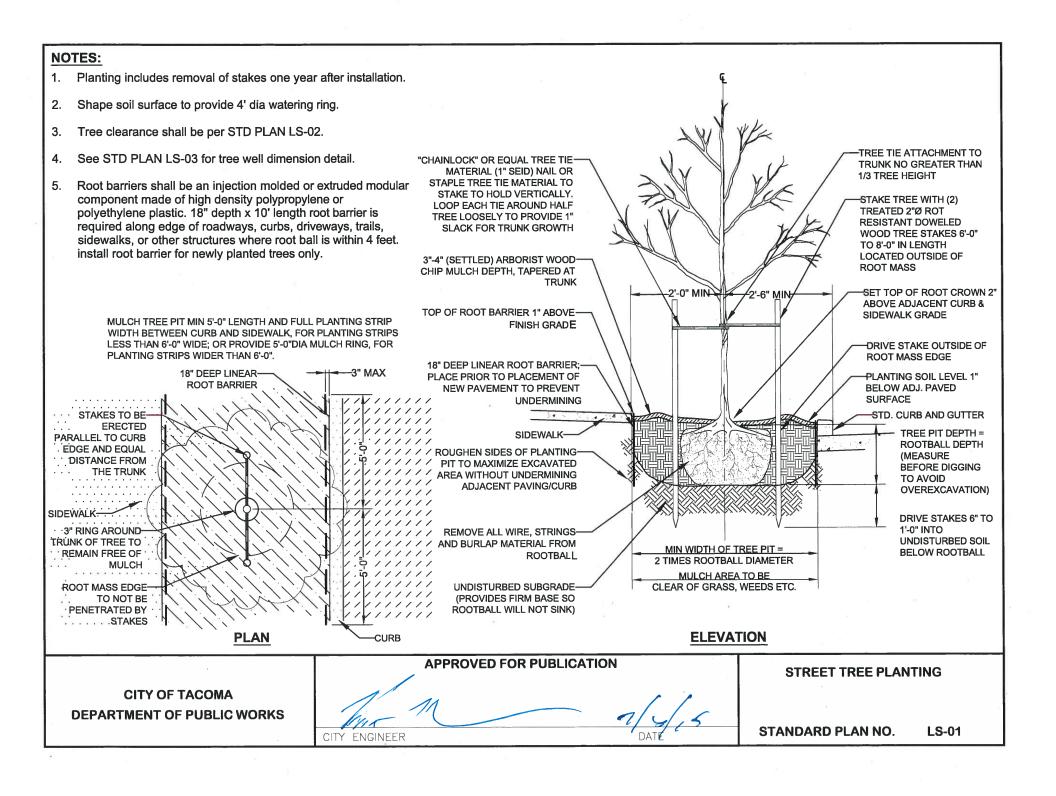
**TACOMA WATER** TACOMA POWER



APPROVED FOR PUBLICATION

CITY OF TACOMA **BMP L613 POST CONSTRUCTION SOIL QUALITY AND DEPTH OPTION 4 - IMPORTED TOPSOIL** GSI-01d

STANDARD PLAN NO.



- 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. 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: 14'-0" Streets 8'-0" Sidewalks

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

APPROVED FOR PUBLICATION

**CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS** 

CITY ENGINEER

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

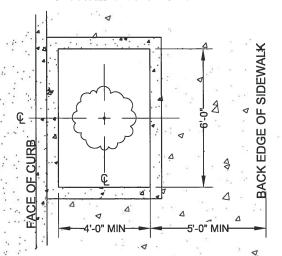
The growth rate number is 1 for slow growing trees, 2 for moderately growing trees and 3 for fast growing trees.

- 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

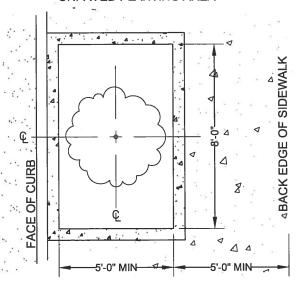
#### **SMALL TREES**

24 SQUARE FEET MIN UNPAVED PLANTING AREA



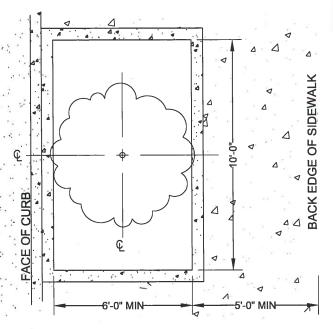
#### **MEDIUM TREES**

40 SQUARE FEET MIN UNPAVED PLANTING AREA



#### LARGE TREES

**60 SQUARE FEET MIN** UNPAVED PLANTING AREA



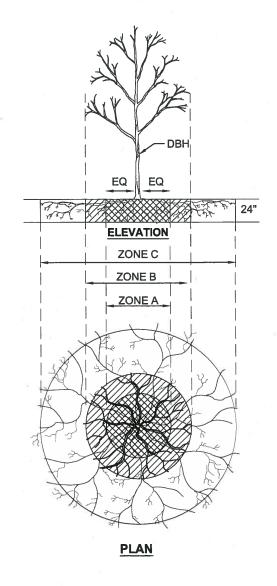
**APPROVED FOR PUBLICATION** 

**CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS** 

**ENGINEER** 

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.
- 3. 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**

- 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 possible
   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
- 3. 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

ENGINEER DATE

TREE PROTECTION
DURING CONSTRUCTION

STANDARD PLAN NO.

#### TREE PROTECTION ZONE (TPZ)

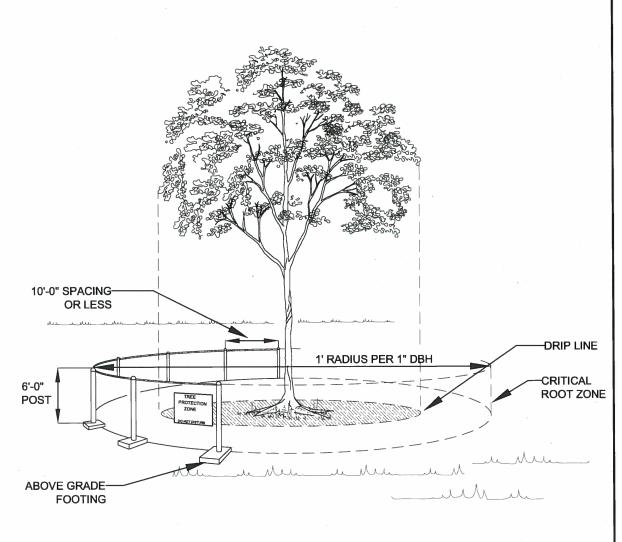
The Tree Protection Zone is an arborist defined area surrounding the trunk intended to protect the roots and soil to ensure future tree health and safety.

The location of the Tree Protection Zone is at the edge of the Critical Root Zone OR Drip Line, whichever is greater, or area as defined by the projects arborist.

For Critical Root Zone and Drip Line measurements see TREE PROTECTION DURING CONSTRUCTION STANDARD PLAN NO. LS-08.

#### TREE PROTECTION FENCING

- Erect readily visible six-foot (6'-0") high chain link fencing at the edge of the Tree Protection Zone, and at the boundary of any open space tracts or conservation easements that abut the construction site except where, due to space restrictions, a specific distance is specified by the project's arborist.
- Fencing shall be secured 6 foot metal posts with movable footings located above ground. metal posts shall not be more than 10 feet apart.
- 3. Fencing shall be flush with the initial undisturbed grade.
- Signs shall be attached to the fencing stating that the tree is designated for protection and the area inside the fencing is a TPZ, which is not to be disturbed unless prior approval has been obtained from the city and/or the project's arborist.
- Maintain the fencing in place until the city authorizes removal or a final certificate of occupancy is issued, whichever occurs first.
- Ensure that any landscaping done in the TPZ, subsequent to the removal of the fencing, shall be accomplished with light machinery or hand labor.
- No construction activity shall occur within the TPZ, including but not limited to: -but not infined to:
  -Dumping or storage of materials such as building supplies, soil, waste items, and
  -storage of vehicles or equipment

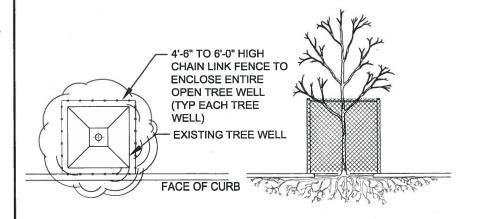


CITY OF TACOMA **DEPARTMENT OF PUBLIC WORKS**  APPROVED FOR PUBLICATION

TREE PROTECTION **DURING CONSTRUCTION** 

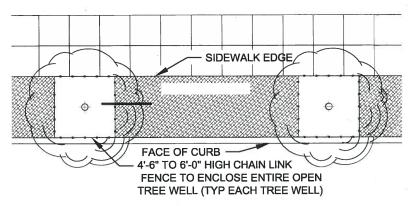
STANDARD PLAN NO.

- Tree protection requirements included in this standard detail are for trees which are directly adjacent to paved surfaces which will be retained through construction.
- 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.
- 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.

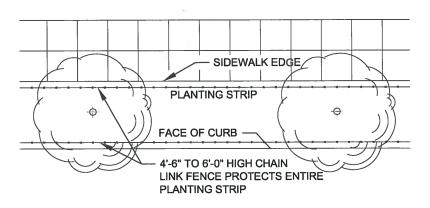


#### TREE IN TREE WELL

**ENGINEER** 



#### TREE IN PLANTING STRIP-OPTION 1



#### TREE IN PLANTING STRIP-OPTION 2

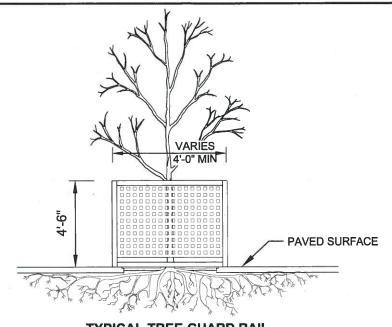
APPROVED FOR PUBLICATION

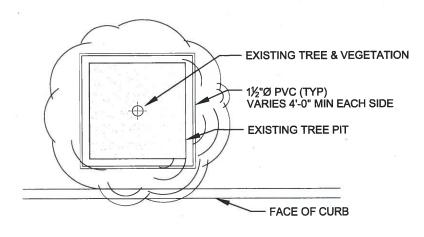
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

1 - 7/6/16

TREE PROTECTION FENCING FOR TREES IN PAVED AREAS

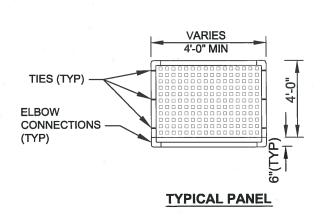
STANDARD PLAN NO.

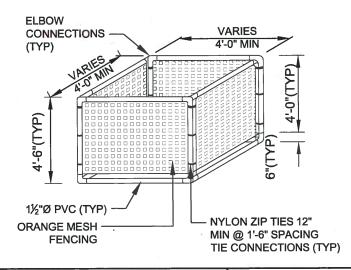




#### **TYPICAL TREE GUARD RAIL**

## **PLAN VIEW**





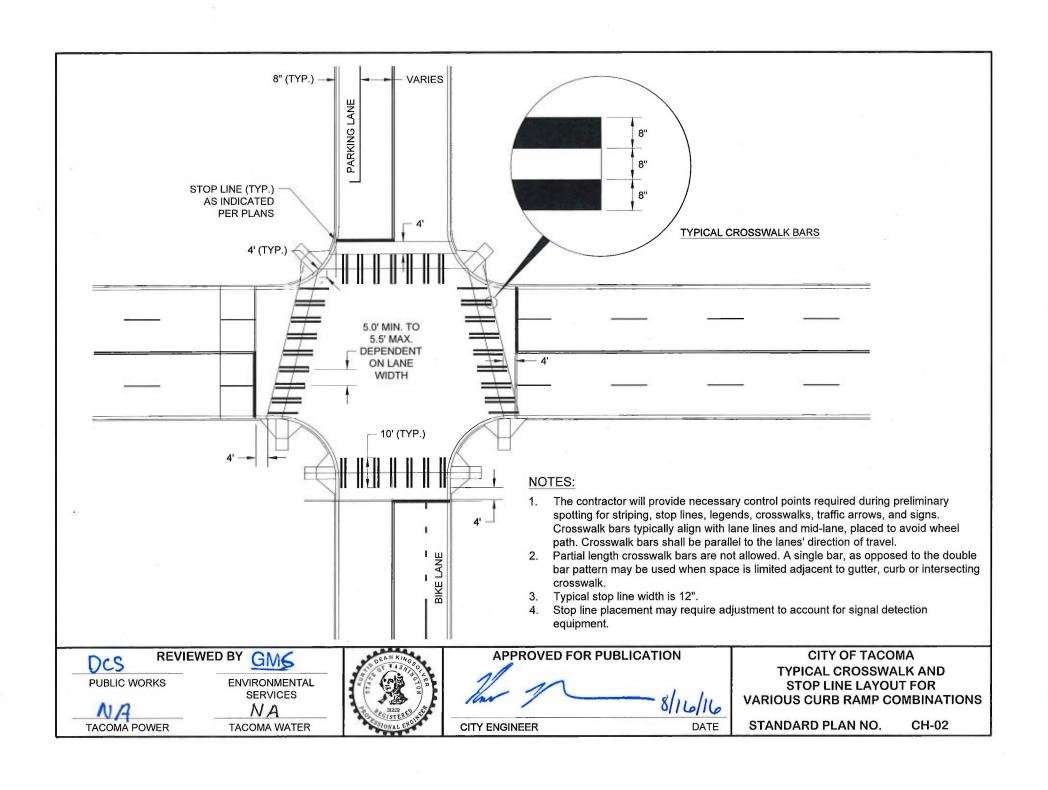
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

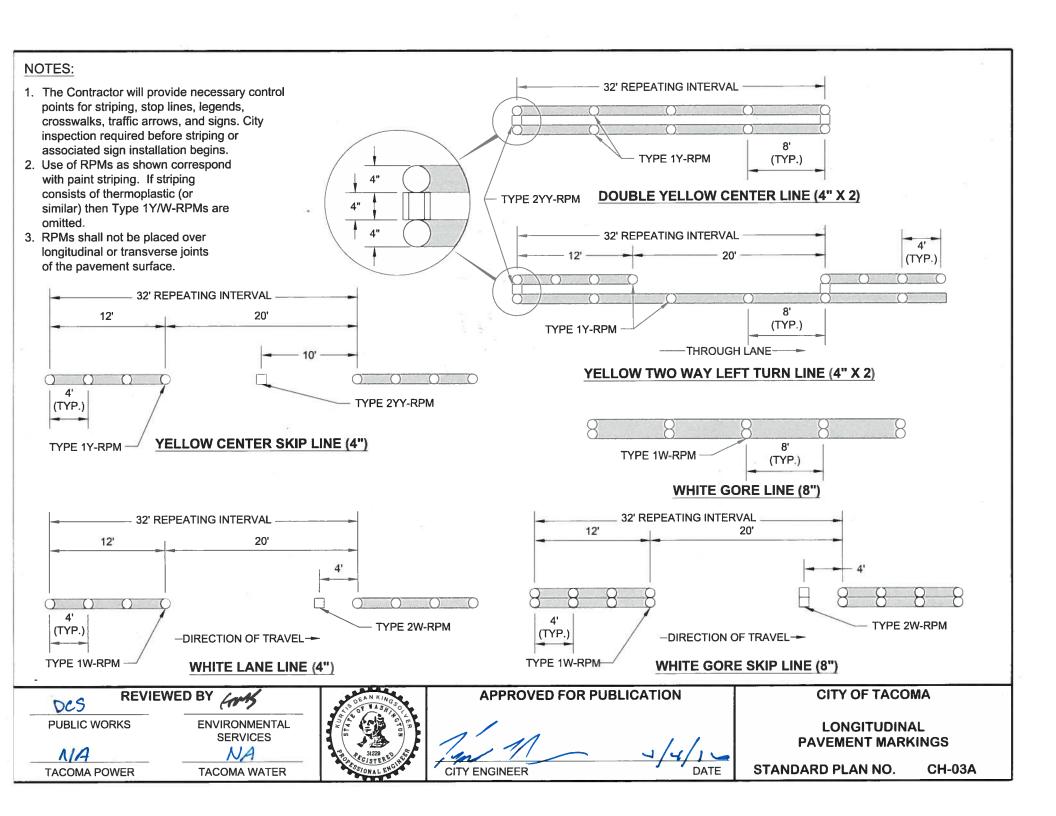
**APPROVED FOR PUBLICATION** 

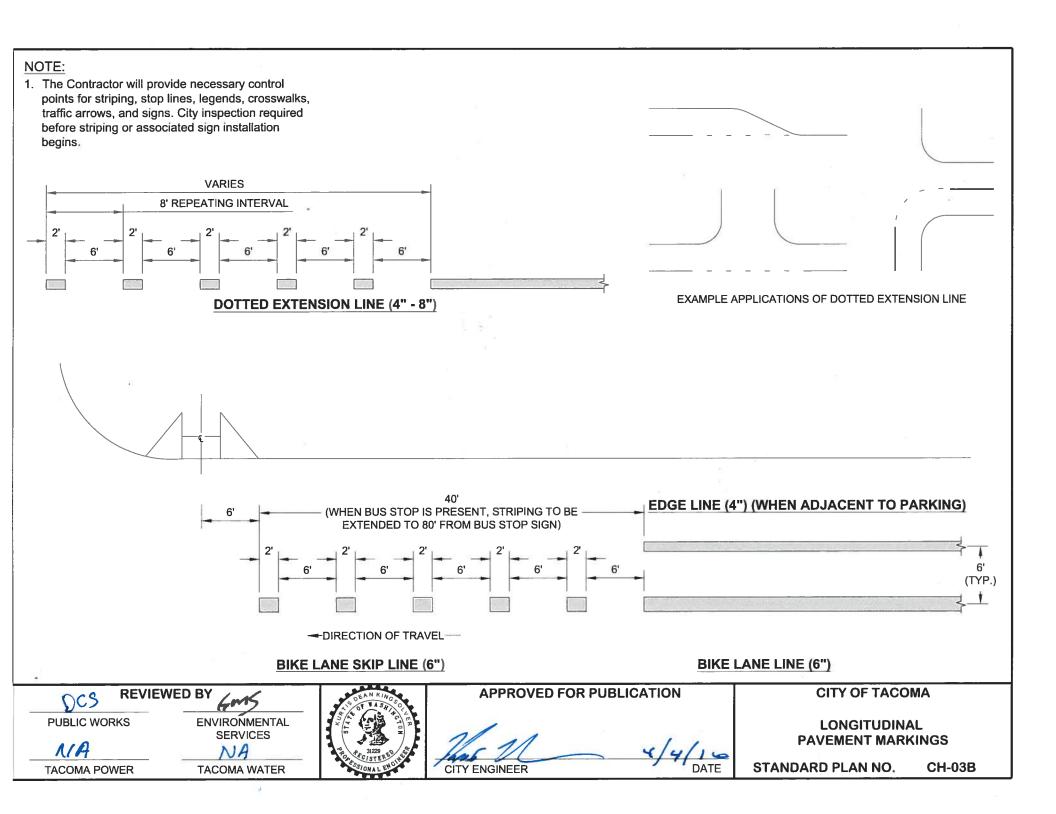
CITY ENGINEER 7/6/15

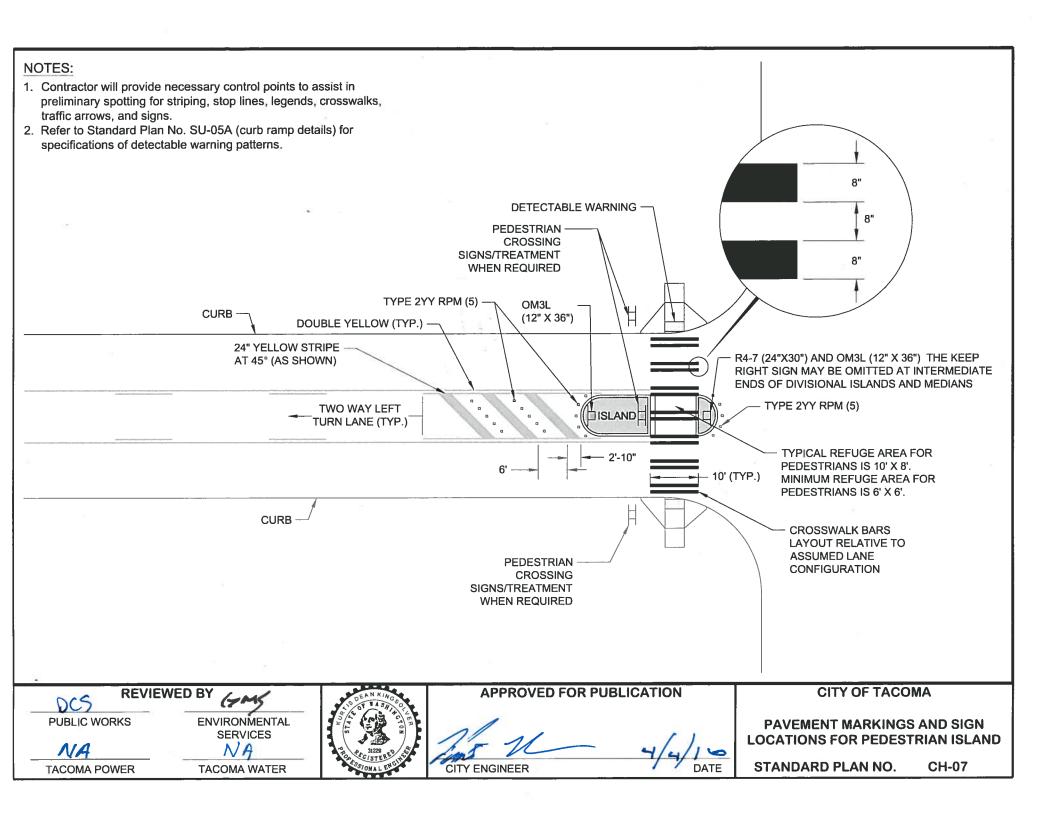
REUSABLE TREE PROTECTION FENCING FOR PAVED AREAS

STANDARD PLAN NO.











- 1. Contractor will provide necessary control points to assist in preliminary spotting for striping, stop line, legends, crosswalks, traffic arrows, and associated signs.
- 2. If storage length is 100 feet or greater, then a second arrow, (without "only"), to be placed at 22 feet from stop line to near edge of the arrow.
- 3. Use of RPMs as shown correspond with paint striping. If striping consists of thermoplastic (or similar) then type 1Y/W-RPMs are omitted.

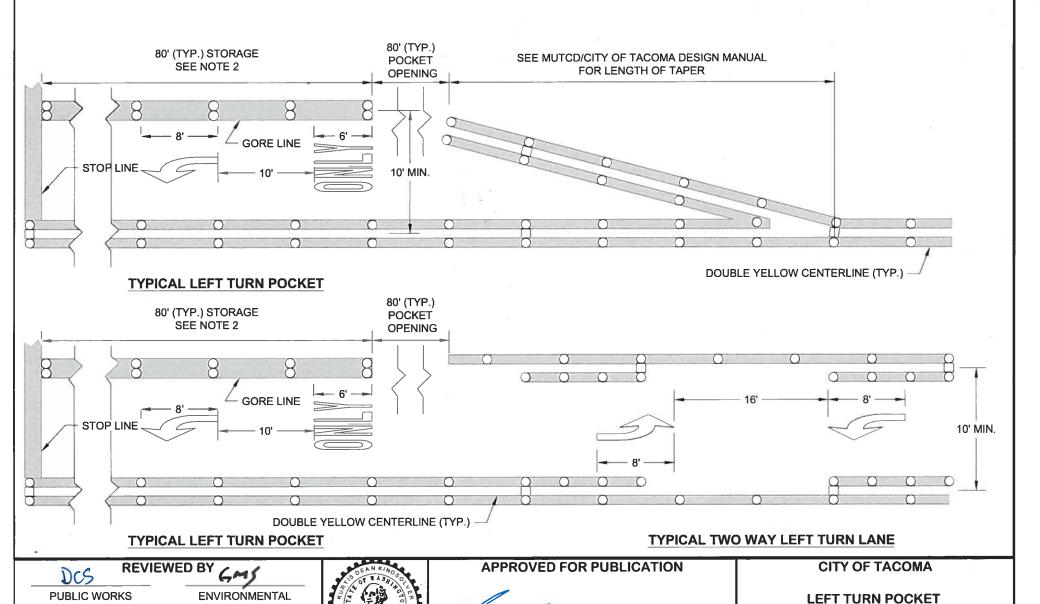
**SERVICES** 

NA

**TACOMA WATER** 

NA

**TACOMA POWER** 



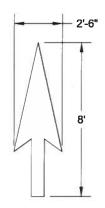
CITY ENGINEER

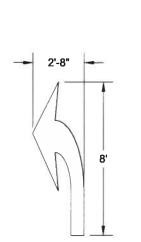
**PAVEMENT MARKINGS** 

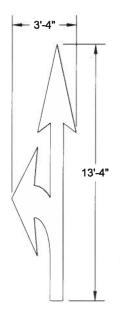
**CH-09** 

STANDARD PLAN NO.

- 1. Contractor will provide necessary control points to assist in preliminary spotting for stripe, stop line, legends, crosswalks, traffic arrows, and associated signs.
- Typical letter width is 11½".
   Typical letter spacing is 8".
- 4. Letter stroke is 3½".
- 5. Refer to WSDOT M24.40-02 for more specific traffic arrow dimensions.
- 6. Arrows shown may be mirrored about their centerline as applicable to design.

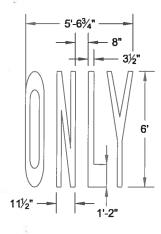


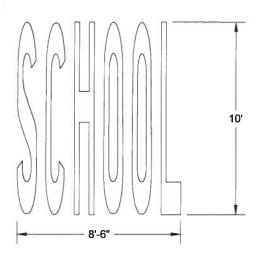


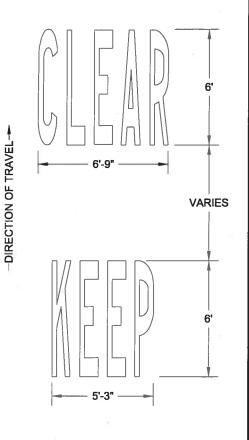


**SERVICES** 

NA





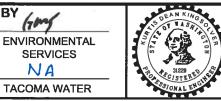


DCS

REVIEWED BY

**PUBLIC WORKS** 

**TACOMA POWER** 



**APPROVED FOR PUBLICATION** 

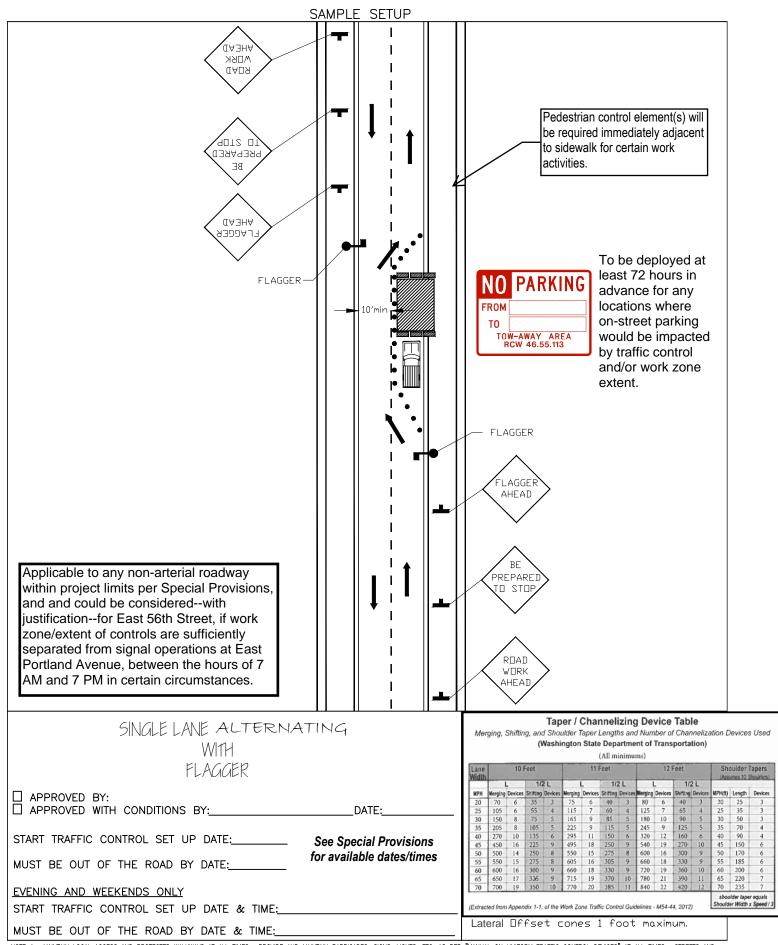
CITY ENGINEER DATE CITY OF TACOMA

**PAVEMENT WORDS AND ARROWS** 

STANDARD PLAN NO.

**CH-10** 

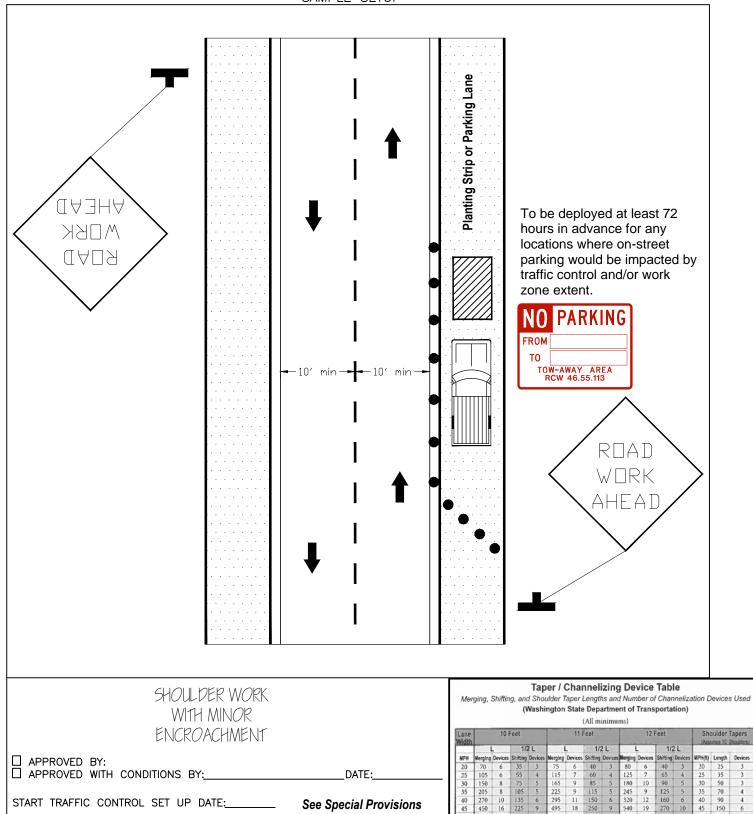
# APPENDIX B TRAFFIC CONTROL PLANS



NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSCIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.



MUST BE OUT OF THE ROAD BY DATE & TIME: NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.
NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGRING DAY THROUGH NEW YEAR'S DAY. NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

See Special Provisions

for available dates/times

START TRAFFIC CONTROL SET UP DATE:\_\_\_\_\_

START TRAFFIC CONTROL SET UP DATE & TIME:

MUST BE OUT OF THE ROAD BY DATE:\_\_

EVENING AND WEEKENDS ONLY

295 495 11 18

15 16

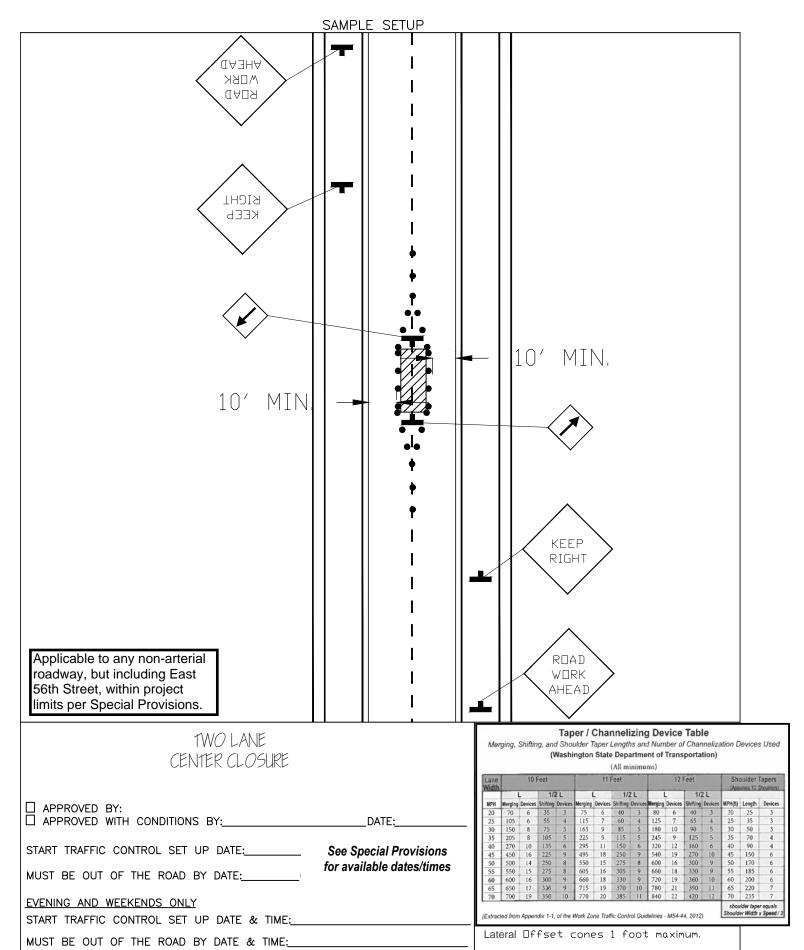
(Extracted from Appendix 1-1, of the Work Zone Traffic Control Guidelines - M54-44, 2012)

Lateral Offset cones 1 foot maximum.

200

135 225

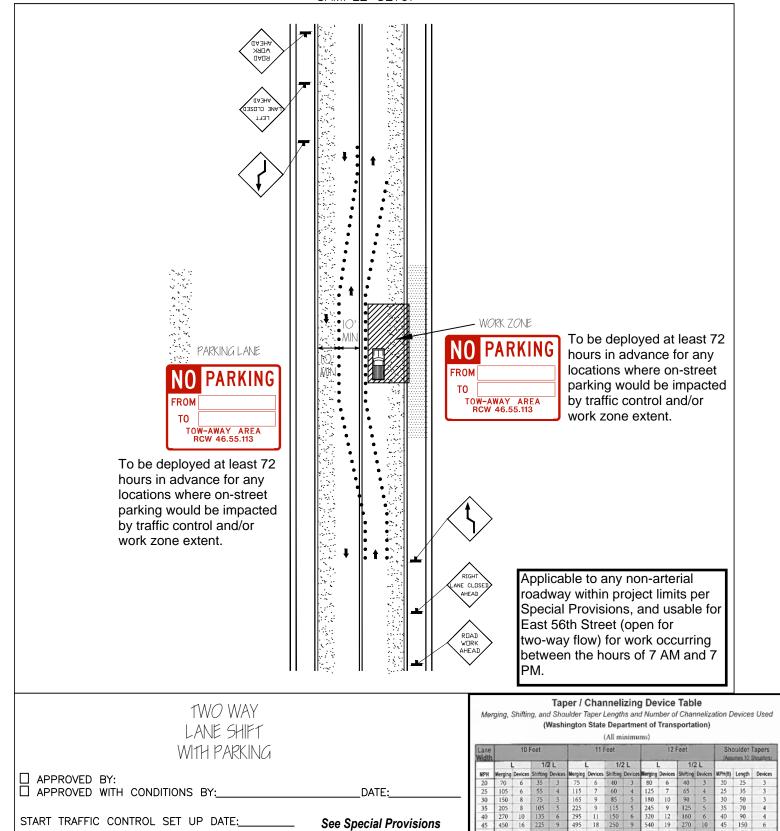
500 550 600



NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXTING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSCIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25–30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35–40 MPH SIGNS MUST BE PLACED 350' APART.



NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXTING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION. NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY. NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

See Special Provisions

for available dates/times

START TRAFFIC CONTROL SET UP DATE:\_

MUST BE OUT OF THE ROAD BY DATE:\_

START TRAFFIC CONTROL SET UP DATE & TIME:

MUST BE OUT OF THE ROAD BY DATE & TIME:

EVENING AND WEEKENDS ONLY

320 540

600 660

720

60

65 220 70 235

300 330 360

11 18

15 16

18

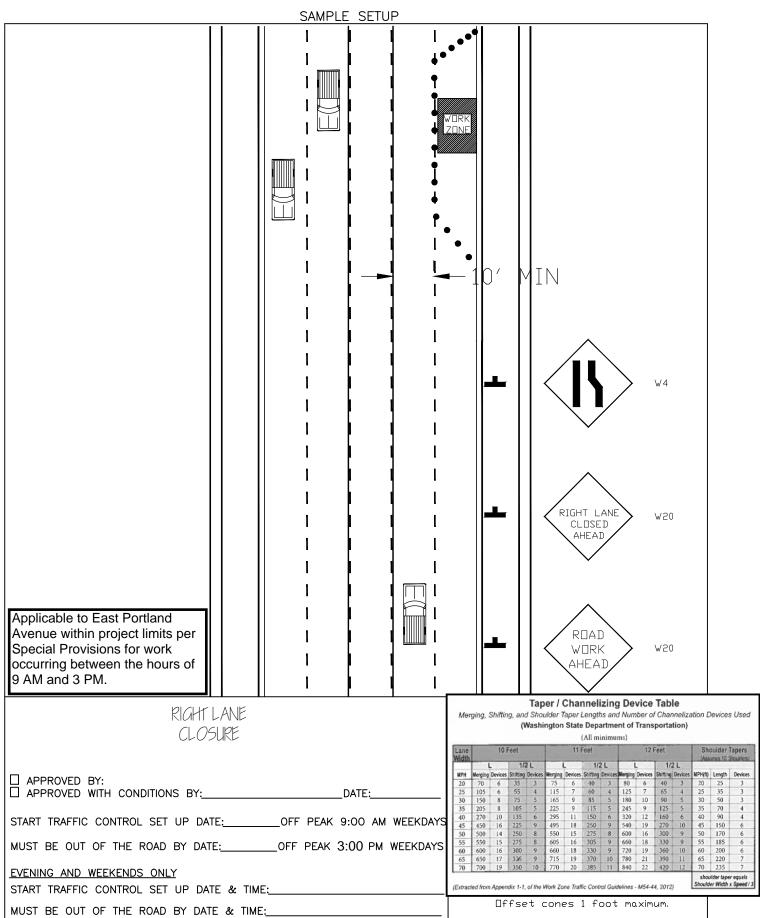
(Extracted from Appendix 1-1, of the Work Zone Traffic Control Guidelines - M54-44, 2012)

Lateral Offset cones 1 foot maximum.

550 605 660

450

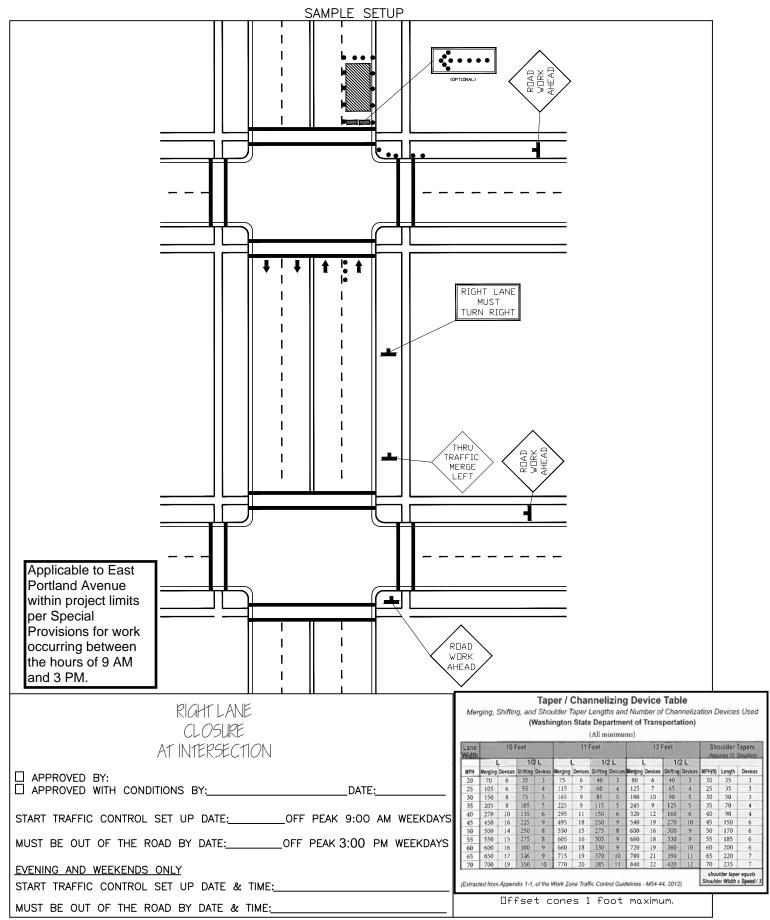
600



NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXTINIG THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25–30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35–40 MPH SIGNS MUST BE PLACED 350' APART.



NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGWING DAY THROUGH NEW YEAR'S DAY.

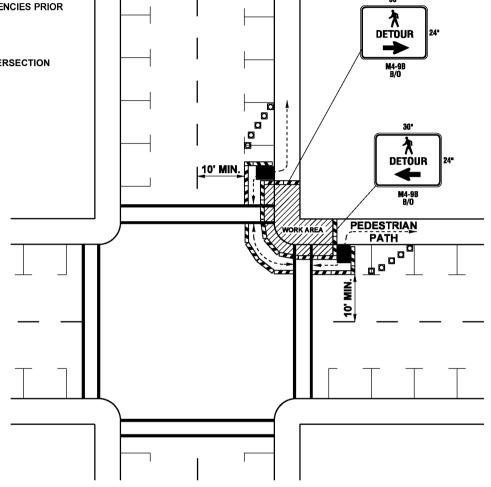
NOTE 3: SIGN SPACING: URBAN LOW SPEED 25–30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35–40 MPH SIGNS MUST BE PLACED 350' APART.



INSTALL ON TYPE 2 BARRICADES THROUGHOUT THE WORK AREA 72 HOURS PRIOR TO IMPLEMENTING TRAFFIC CONTROL. PRIOR NOTIFICATION OF LOCAL LAW ENFORCEMENT REQUIRED.

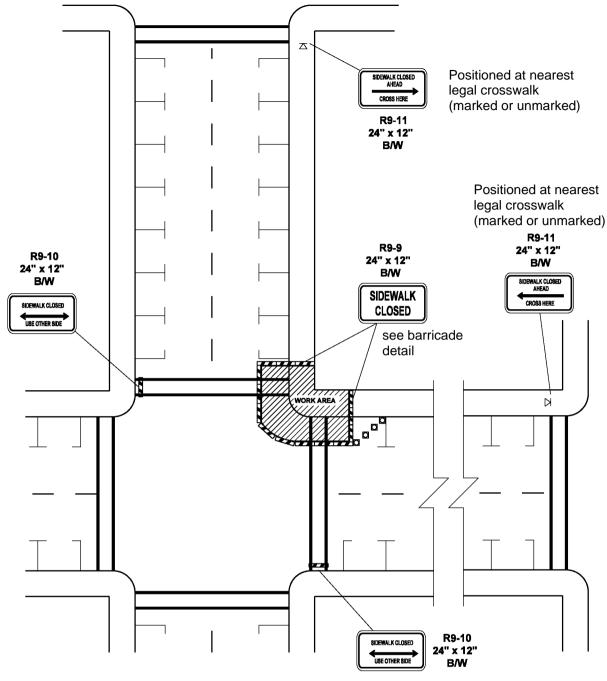
#### NOTES:

- 1. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.
- 2. MAINTAIN A MINIMUM OF 60" FOR A PEDESTRIAN PATH.
- 3. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
- 4. ADA PEDESTRIAN FACILITIES MUST BE MAINTAINED.
- 5. NO MORE THAN ONE CORNER AT A TIME AT AN INTERSECTION MAY BE CLOSED TO PEDESTRIAN ACCESS.



**SIDEWALK DIVERSION** 

INTERSECTION PEDESTRIAN TRAFFIC CONTROL



**SIDEWALK DETOUR** 

#### **Sidewalk Barricade Detail**

# TYPE 2 BARRICADES SHALL BE PLACED ACROSS THE FULL WIDTH — OF THE CLOSED SIDEWALK

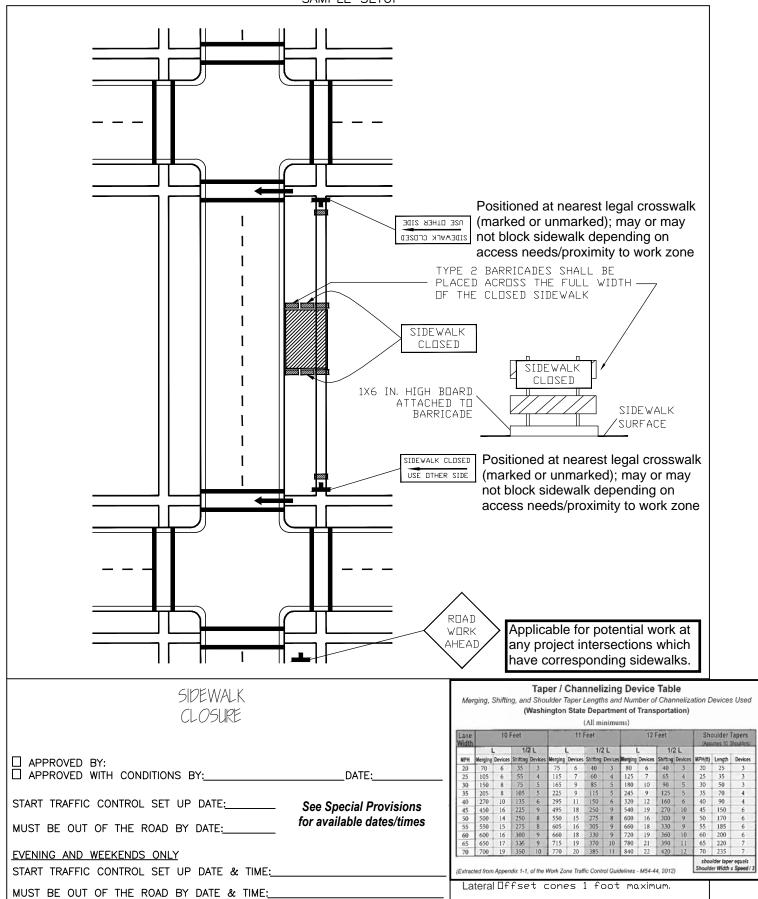
SIDEWALK SIDEWALK /SURFACE

1X6 IN. HIGH BOARD ATTACHED TO BARRICADE

Applicable for potential work at any project intersections which have corresponding sidewalks.

#### **LEGEND**

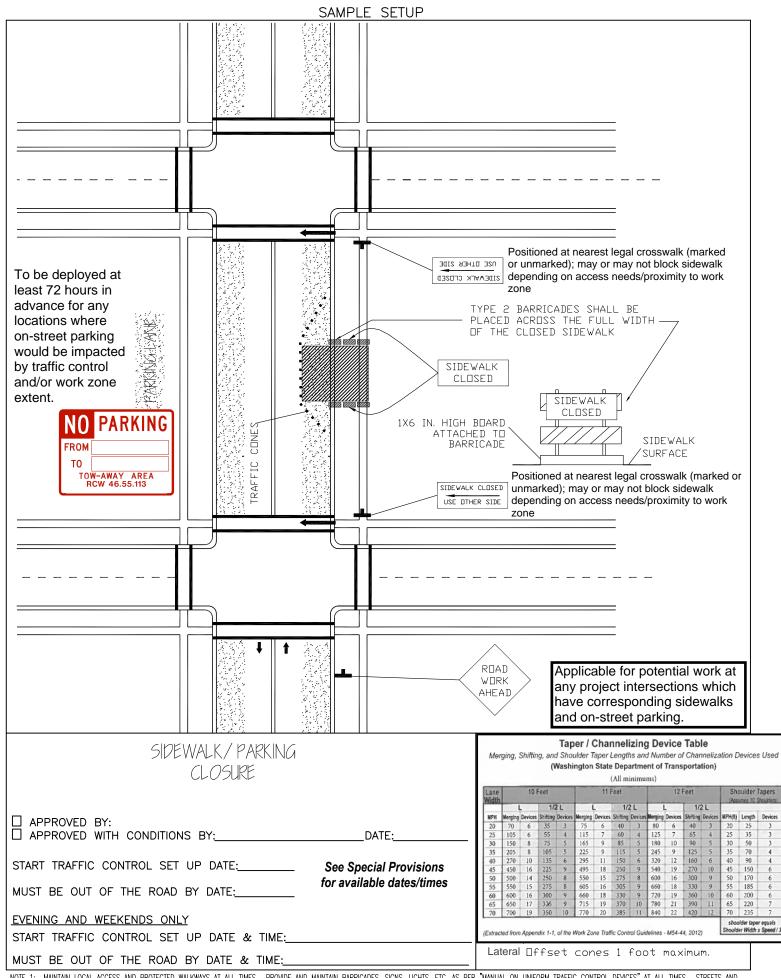
- **TEMPORARY SIGN LOCATION**
- **CHANNELIZING DEVICES**
- PEDESTRIAN CHANNELIZING DEVICES (WATER FILLED BARRIERS OR APPROVED EQUIVALENT)
- TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS



NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXTINING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSCIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25–30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35–40 MPH SIGNS MUST BE PLACED 350' APART.



NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

# APPENDIX C NPDES CONSTRUCTION STORMWATER GENERAL PERMIT (CSWGP)

&

STORMWATER SITE PLAN (SSP) AND
STORMWATER POLLUTION
PREVENTION PLAN (SWPPP)



# Instructions for Transfer of Coverage

# **Construction Stormwater General Permit**

# Instructions

This form is used to process two types of permit transfers: 1) Complete Transfer, or 2) Partial Transfer. Determine which type of transfer applies to your situation before filling out this form.

1. Complete Transfer: The original permittee has sold, or otherwise released control of the entire site to another party.

#### **Required Paperwork for Complete Transfer:**

- Either the current permittee, or the new permittee(s), must submit a complete and accurate Transfer of Coverage form to Ecology for each new party. The form must be signed by the current permittee and the new permittee.
- 2. Partial Transfer: The original permittee retains control over some portion of the site after selling or releasing control over a portion of the site.

#### **Required Paperwork for Partial Transfer**

- Either the current permittee or the new permittee(s) must submit a complete and accurate Transfer of Coverage Form for each new operator to Ecology. The form must be signed by the current permittee and the new permittee.
- For partial transfers, once all transfers are submitted, the original permittee should submit the Notice of Termination only if the portion(s) they still own or control have undergone final stabilization and meet the criteria for termination.

#### For Your Information

- When this form is 1) completed, 2) signed by the current and new permittee, and 3) submitted to Ecology, permit transfers are effective on the date specified at the top of page 1 (unless Ecology notifies the current permittee and new permittee of its intention to revoke coverage under the General Permit or if Ecology sends notice that the application is incomplete). If no date for the transfer of coverage is specified, Ecology will use the date of the last signature.
- The new permittee should keep a copy of the signed Transfer of Coverage form (which serves as proof of permit coverage) until Ecology sends documentation in the mail.
- Following the transfer, the new permittee must either: (1) use the Stormwater Pollution Prevention Plan (SWPPP) developed by the original operator, and modified as necessary, or (2) develop and use a new SWPPP that meets the requirements of the Construction Stormwater General Permit.
- For projects for which the original permittee has completed a Proposed New Discharge to an Impaired Waterbody Form (ECY 070-399), or for projects that are operating on sites with soil or groundwater contamination: Upon completion of the Transfer of Coverage form. the new permittee will adopt any special provisions made to protect water quality for sites that have existing contamination or that discharge to an impaired waterbody.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit https://ecology.wa.gov/accessibility. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call 877-833-6341.

This page is intentionally left blank



# **Transfer of Coverage**

Permit # WAR

## **Construction Stormwater General Permit**

This form transfers permit coverage for all, or a portion of a site to one or more new operators.

Type of permit transfer (check one): Partial transfer (complete the Partial Transfer acreage below) Complete transfer

Specific date that permit responsibility, coverage, and liability is transferred to new operator:  *If no date is indicated Ecology will determine the date of transfer.							
Please see instructions for details on type of transfer.							
For PARTIAL TRANSFERS indicate the acreage remaining under your operational control:							
List total size of project/site remaining under your operational control following the partial transfer: acres.							
List total area of soil disturbance remaining under your operational control following the partial transfer: acres.							
Submitting this form meets the requirement to submit an updated NOI (General Permit Condition G9)							
Todamitang and form moote and	Current Operator/Pe		1011 (30)				
Current Operator/Permittee Na	<b>.</b>	Company:					
Business Phone:	Ext:	Mailing Address:					
Cell Phone:	Fax (optional):						
Email:		City: St	ate:	Zip+4:			
Signature* (see signatory re	quirements in Section VIII):	Title:					
			Da	ate:			
	New Operator/Per (the remainder of this form applie		nittee)				
	y with operational control over plans ormwater Pollution Prevention Plan mittee on record.)						
Name:		Company:					
Business Phone:	Ext:	Unified Business Identifier (UBI):  (UBI is a nine-digit number used to identify a business entity.  Write "none" if you do not have a UBI number.)					
Cell Phone (Optional):	Fax (Optional):	E-mail:					
Mailing Address:		City:	State:	Zip + 4:			
is requested. Ecology will <i>not</i> ser be used for emergency contact p	ted on the County Assessor's record correspondence and permit fee in urposes.)						
Name:		Company:					
Business Phone:	Ext:	Unified Business Identifier (UBI):  (UBI is a nine-digit number used to identify a business entity.  Write "none" if you do not have a UBI number.)					
Cell Phone (Optional):	Fax (Optional):	E-mail:					
Mailing Address:	,	City:	State:	Zip + 4:			

III. On-Site Contact Person(s) (7	ypically the Certified Erosion	and Sediment Contro	ol Lead or Operator/Per	mittee)	
Name:		Company:			
Business Phone: Ext:		Mailing Address:			
Cell Phone:	Fax(Optional):	City:	State:	Zip+4:	
Email:					
IV. Site/Project Information					
Site or Project Name		Site Acreage	1- 1	- In a set on IV	
Street Address or Location Description (If the site lacks a street address, list its specific location. For example, Intersection of Highway 61 and 34.)		Total size of your site/project (that <b>you</b> own/control):acres.  (Note: 1 acre = 43,560 sq. ft.)  Total area of soil disturbance for your site/project over the life of the project:acres. Include grading, equipment staging, excavation, borrow pit, material storage areas, dump areas, haul			
Parcel ID#:(Optional)		roads, side-cast areas, off-site construction support areas, and all other soil disturbance acreage associated with the project. (Note: 1 acre = 43,560 sq. ft.)			
Type of Construction Activity (che Residential Commercial Industrial Highway or Road (city ,count Utilities (specify):	y, state)	, '	,		
City (or nearest city):	Zip Code:	Estimated project st	art-up date (mm/dd/yy)		
County:		Estimated project completion date (mm/dd/yy):			
Record the latitude and longitude	of the main entrance to the s	ite or the approximate	e center of site.		
Latitude:	°N	Longitude:		_°W	
V. Existing Site Conditions					
1. Are you aware of contamina	ted soils present on the site?	☐ Yes ☐ No			
2. Are you aware of groundwater contamination located within the site boundary?   Yes   No					
3. If you answered yes to questions 1 or 2, will any contaminated soils be disturbed or will any contaminated groundwater be discharged due to the proposed construction activity?   Yes   No					
("Contaminated" and "contamination" here mean containing any hazardous substance (as defined in WAC 173-340-200) that does not occur naturally or occurs at greater than natural background levels.)					
				or treatment Best in stormwater. This should SWPPP) that describe how	

#### VI. WQWebDMR (Electronic Discharge Monitoring Reporting)

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to <a href="https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance.">https://www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance.</a> If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, you must submit the Electronic Signature Agreement with your transfer of coverage form. If you have questions on this process, contact Ecology's WQWebDMR staff at <a href="WebDMRPortal@ecy.wa.gov">WebDMRPortal@ecy.wa.gov</a> or 800/633-6193 or 360-407-7097 (local). Note: DMRs are optional for permitted sites under 1 acre that do not discharge to impaired waterbodies.

VII. Discharge/Receiving Water Information	
Indicate whether your site's stormwater and/or dewatering water could enter surface waters, <i>directly and/or indirectly</i> Water will discharge directly or indirectly (through a storm drain system or roadside ditch) into one or more surface (wetlands, creeks, lakes, and all other surface waters and water courses).  If your discharge is to a storm sewer system, provide the name of the operator of the storm sewer system:  (e.g., City of Tacoma):	
☐ Water will discharge to ground with 100% infiltration, with no potential to reach surface waters under any condition	S.
If your project includes dewatering, you <b>must</b> include dewatering plans and discharge locations in your site Stormwater Prevention Plan	r Pollution

#### **Location of Outfall into Surface Waterbody**

Enter the outfall identifier code, waterbody name, and latitude/longitude of the point(s) where the site has the potential to discharge into a waterbody (the outfall). Enter all locations. **See illustration of Surface Waterbody Outfall locations at the end of this form.** 

- Include the names and locations of both direct and indirect discharges to surface waterbodies, even if the risk of discharge is low or limited to periods of extreme weather. **Attach a separate list if necessary.**
- Give each point a unique 1-4 digit alpha numeric code. This code will be used for identifying these points in WQWebDMR.
- Some large construction projects (for example, subdivisions, roads, or pipelines) may discharge into several waterbodies.
- If the creek or tributary is unnamed, use a format such as "unnamed tributary to Deschutes River."
- If the site discharges to a stormwater conveyance system that in turn flows to a surface waterbody, include the surface waterbody name and location.

Outfall Identifier Code. These cannot be symbols. (Maximum of 4 characters).				Longitude Decimal Degrees	
Example	<b>e:</b> 001A		Example: Puget Sound	47.5289247° N	-122.3123550° W
				°N	°W
				°N	°W
				°N	° W

If your site discharges to a waterbody that is on the impaired waterbodies list (e.g., 303[d] list) for turbidity, fine sediment, high pH, or phosphorus, Ecology will require additional documentation before issuing permit coverage and these sites will be subject to additional sampling and numeric effluent limits (per Permit Condition S8). Ecology will notify you if any additional sampling requirements apply. Information on impaired waterbodies is available online at: <a href="https://www.ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d">https://www.ecology.wa.gov/Water-Shorelines/Water-quality/Water-improvement/Assessment-of-state-waters-303d</a>.

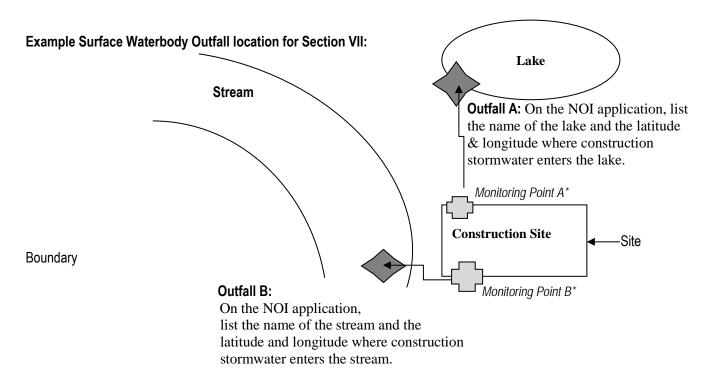
Before signing, please use the following checklist to ensure this form is complete:				
All spaces on this form have been completed. (Attach additional sheets if necessary)				
The transfer form has been signed by both the current permittee (see Page 1) and the new permittee (see Section VIII below).				
The date permit responsibility was transferred is specified. (See Page 1)				
New Operator/Permittee: Before you submit this form to Ecology, please retain a copy for your records – this will serve as proof of permit coverage until documentation arrives from Ecology.				
For partial transfers: If the original permittee no lot termination, the original permittee must submit a Notion of a link to the NOT form: <a href="https://www.ecology.wa.gov/cons">www.ecology.wa.gov/cons</a>	ce of Termination (NOT) to terminate permit co			
For sites with contaminated soils/groundwater or water quality put in place at the time of initial coverage				
Administrative Order Docket No.				
VIII. Certification of New Permittee				
"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."				
Printed/Typed Name	Company (operator/permittee only)	Title		
Signature of New Operator/Permittee  Date  Signature of Operator/Permittee requirements:				
<ul> <li>A. For a corporation: By a responsible corporate officer.</li> <li>B. For a partnership or sole proprietorship: By a general partner or the proprietor, respectively.</li> <li>C. For a municipality, state, federal, or other public facility: By either a principal executive officer or ranking elected official.</li> </ul>				
Please sign and return this <b>ORIGINAL</b> document to the Department of Ecology – Construct PO Box 47696 Olympia, WA 98504-7696	•			

# If you have questions about this form, contact the following Ecology staff:

Location	Contact Name	Phone	E-mail
City of Seattle, and Kitsap, Pierce, and Thurston counties	Josh Klimek	360-407-7451	josh.klimek@ecy.wa.gov
Island, King, and San Juan counties	RaChelle Stane	360-407-6556	rachelle.stane@ecy.wa.gov
Adams, Asotin, Columbia, Ferry, Franklin, Garfield, Grant, Lincoln, Pend Oreille, Skagit, Snohomish, Spokane, Stevens, Walla, Whatcom, and Whitman counties.	Shawn Hopkins	360-407-6442	shawn.hopkins@ecy.wa.gov
Benton, Chelan, Clallam, Clark, Cowlitz, Douglas, Grays Harbor, Jefferson, Kittitas, Klickitat, Lewis, Mason, Okanogan, Pacific, Skamania, Wahkiakum, and Yakima counties.	Joyce Smith	360-407-6858	joyce.smith@ecy.wa.gov

You must submit monthly discharge monitoring reports using Ecology's WQWebDMR system. To sign up for WQWebDMR, or to register a new site, go to <a href="www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance">www.ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Water-quality-permits-guidance/WQWebPortal-guidance</a>. If you are unable to submit your DMRs electronically, you may contact Ecology to request a waiver. Ecology will generally only grant waiver requests to those permittees without internet access. Only a permittee or representative, designated in writing, may request access to or a waiver from WQWebDMR. To have the ability to use the system immediately, you must submit the Electronic Signature Agreement with your application.

If you have questions on this process, contact Ecology's WQWebDMR staff at <a href="wqwebPortal@ecy.wa.gov">wqwebPortal@ecy.wa.gov</a> or 800-633-6193 or 360-407-7097 (local).



\*Note: The monitoring points are for illustration only and are not required on this Notice of Intent application form. Monitoring point information will be entered on the monthly discharge monitoring report as required for active permits.

To request ADA accommodation including materials in a format for the visually impaired, call the Water Quality Program at 360-407-6600 or visit <a href="https://ecology.wa.gov/accessibility">https://ecology.wa.gov/accessibility</a>. People with impaired hearing may call Washington Relay Service at 711. People with speech disability may call TYY at 877-833-6341.

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

The Combined Stormwater Site Plan (SSP) and Construction Stormwater Pollution Prevention Plan (SWPPP) Report Short Form may be used for smaller projects. These typically will not trigger the need to install stormwater facilities to meet the intent of Minimum Requirement #6 (water quality), Minimum Requirement #7 (flow control), or Minimum Requirement #8 (Wetlands Protection). These projects typically fall within or below the following thresholds:

- The project adds or replaces between 2,000 and 5,000 square feet of hard surface.
- The project disturbs between 7,000 square feet and 1 acre of land.

This short form is not intended to replace the contents of the Stormwater Management Manual (SWMM) but is intended to provide an easy to use form that will help comply with the Minimum Requirements of the SWMM. This short form is appropriate for many projects in the City of Tacoma but may not be appropriate for all smaller projects. Environmental Services may require the preparation of a formal SSP and SWPPP per Volume 1 and Volume 2 of the SWMM based upon the project scope.

Utilize this Short Form for projects that are located in the **Northeast Tacoma, North Tacoma, Thea Foss, Tideflats, Lower Puyallup, and Western Slopes Watersheds and discharge to marine waterbodies.** For all other project locations, utilize the Combined Stormwater Site Plan and Construction Stormwater Pollution Prevention Plan Report Short Form – Freshwater located at <a href="https://www.cityoftacoma.org/stormwatermanual-shortforms">www.cityoftacoma.org/stormwatermanual-shortforms</a>.

The Combined SSP/SWPPP shall include both the completed attached report with associated appendices and a site plan which includes the following information at minimum. The site plan shall clearly show all necessary features and be drawn to scale. Provide at least two pages – one showing the BMPs that will be used during construction and one showing the site in the final condition including all permanent BMPs and final cover conditions (landscaping). Onsite field verification of actual conditions is required in order to complete the combined SSP and SWPPP. Environmental Services may also require additional information if warranted by project parameters.

- Vicinity Map
- Address, Parcel Number, Permit Number, and Street Names
- Parcel Lines
- North Arrow
- Boundaries of existing vegetation (e.g. tree lines, grassy areas, pasture areas, fields, etc.)
- Onsite or adjacent critical areas and associated buffers (e.g. wetlands, steep slopes, streams, etc.).
- Existing and proposed contours. Provide survey information if available; if unavailable, the City of Tacoma DART Map or govME MapGuide may be used to obtain estimated contours.
- Areas proposed to be cleared and graded.
- All cut and fill slopes, indicating top and bottom of slope catch lines.
- Indicate all locations where upstream runon enters the site and locations where runoff leaves the site.
- Show spot elevations, dimensions, and direction of flow in any ditches, swales, culverts, and pipes that will be used during construction.

#### City of Tacoma Combined SSP-SWPPP Short Form

- Indicate locations and outlets of any dewatering systems (usually to sediment trap).
- Identify and show the location of all erosion control techniques to be used during and after construction.
- Include details for proposed temporary erosion and sediment control best management practices.
- Finish floor elevations of all proposed structures.
- Show the location of all existing improvements, including all known utilities.
- Show the location of all proposed improvements including:
  - The location and dimensions of any hard surfaces
    - The building footprint shall show the dimension of the roof footprint to fully show the amount of hard surface coverage
  - Pipe types and slopes for all proposed utilities
  - Location and dimension of any proposed stormwater system (infiltration trench, drywell, rain garden, etc.)
  - o The location and dimension for vegetated flowpaths (if dispersion is proposed)
- Details for any proposed stormwater facility.
- For compliance with BMP L613: Post-Construction Soil Quality and Depth, hatch or otherwise clearly mark the location of soils amendments and the type of amendment proposed.
- Provide a proposed landscape plan which may include a separate planting plan for any proposed rain gardens (see Volume 6, Section 2.2.2.1.2.9).

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

City of Tacoma Site Development or Work Order Permit Number(s): PWK-00434-33

Prepared By: Nick Correll Date Prepared: 02/24/21

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

#### Chapter 1 - Project Overview

Project Address: E 56<sup>th</sup> St, from Portland Ave to Swan Creek (end of ROW)

Parcel Number: 0320221018, 0320233112, 5003440070, 5003440050, 5003440030, 5003440010, 8867000790, 5345000010, 5345000031, 5345000033, 5345000034, 5345000037, 5345000038, 5345000036, 5345000040, 5345000050, 5345000052, 5345000053,

5345000061, 5345000071

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

Brief description of project: This project includes the grind and overlay of roadway along E 56th St from E Portland Ave to the end of ROW. The project also includes the construction of missing link sidewalk along the north side of the roadway, as well as updating curb ramps to ADA-compliance. Associated curb/gutter/sidewalk repair, along with updated permanent signing and striping, is also included. Lastly, 28 trees will be planted along the north side of the roadway.

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

permits): N/A

\_\_\_\_\_

Applicant Name: Nick Correll

Applicant Address: Tacoma Municipal Building

Applicant Phone Number: 253-591-5492

Applicant E-mail: ncorrell@cityoftacoma.org

Property Owner Name: City of Tacoma Right of Way

Property Owner Address: N/A

Property Owner Phone Number: N/A

Property Owner E-mail: N/A

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

Project Location Watershed: LP-04, LP-05

First Waterbody Encountered in Entire Downstream Flowpath: First Creek > Puyallup River > Puget Sound

Final (Ultimate) Discharge Waterbody: Puget Sound

#### City of Tacoma Combined SSP-SWPPP Short Form

In the table below, list all site improvements that have occurred on this site since January 1, 2003. Include all new hard surfaces and land disturbances. Provide short description of improvement including approximate square footage and related City of Tacoma Permit Number:

N/A

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

	TDA 1 Portland - Pipeline	TDA 2 Pipeline - Swan Creek	Total			
Existing Conditions						
Total Project Areaь (ft²)	35275	54760	90035			
Existing hard surface (ft²)	35275	44260	79535			
Existing vegetation area (ft²)	0	10500	10500			
Pr	oposed Conditions					
Total Project Areaь (ft²)	35275	54760	90035			
Amount of new hard surface (ft²)	0	6600	6600			
Amount of new pollution generating hard surface $(PGHS)_c(ft^2)$	0	0	0			
Amount of replaced hard surface (ft²)	2030	6800	8830			
Amount of replaced PGHSd (ft²)	2030	5600	7630			
Amount of new plus replaced hard surface (ft²)	2030	13400	15430			
Amount of new + replaced PGHS (ft²)	2030	5600	7630			
Amount of existing hard surfaces converted to vegetation (ft²)	1200	6600	7800			
Amount of Land Disturbed (ft²)	35275	54760	90035			
Vegetation to Lawn/Landscaped (acres)	0	0	0			
Native Vegetation to Pasture (acres)	0	0	0			
Existing hard surface to remain unaltered (ft²)	32045	37460	69505			
Existing vegetation area to remain unaltered (ft²)	0	3900	3900			

# **Chapter 2 – Existing Condition Summary**

## **Existing Site Conditions**

1.	Existing site conditions. (Check all that apply)
	□Forest □Pasture/prairie grass □Pavement □Landscaping
	□Brush □Trees □Structure/Building □Other: Click here to enter text.
2.	Describe how stormwater flows across/from the site. (Check all that apply)
	⊠Sheet Flow ⊠Gutter ⊠Catch Basin □Ditch/Swale
	Stormwater Pipes Stream/Creek □Other: Click here to enter text.
3.	Existing Site Topography (Check all that apply)
	□Flat ⊠Rolling □Steep
4.	Are there any known historical drainage problems such as flooding, erosion, etc.?
	□Yes (show on site plan) ⊠No
5.	Existing utilities (Check all that are on the site and show on site map with legend)
	⊠Stormwater ⊠Water □Wastewater □Other: Click here to enter text.
6.	Are sensitive and critical areas present on or near the site (i.e. vegetative buffers, wetlands, steep slopes, floodplains, geologic hazard areas, streams, creeks, ponds, ravines, springs, etc.)?
	⊠Yes (show on site plan) □No
7.	Are existing fuel tanks present on the site?
	□Yes (show on site plan) ⊠No
8.	Is this site within the South Tacoma Groundwater Protection District (on GovME or SWMM Volume 1, Chapter 2, Figure 1 - 2)?
9.	□Yes ⊠No Is the site within the aquifer recharge area (on GovME under Building and Land Use/ Critical Areas)?
	□Yes ⊠No
10.	Are groundwater wells present onsite and/or within 100 feet of the site?
	□Yes (show on site plan) ⊠No
11.	Are septic systems present onsite and/or within 100 feet of the site?
	□Yes (show on site plan) ⊠No
12.	Are there existing public and/or private easements on the project site?
	⊠Yes (D-3093, E-SWAN CREEK, E-1244, E-1242, ROCC19-0042) □No
12	When a soils report is required (see Volume 3. Appendix B of the SWMM), provide a soils

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

City of Tacoma Combined SSP-SWPPP Short Form Chapter 3 – Offsite Analysis (Qualitative)

1. Provide a map showing the downstream drainage path leading from the site to the receiving waterbody or ¼ mile (whichever is less). The map must show the location of the stormwater conveyance location and describe pipe diameters. Include map in appendices of this stormwater site plan. Alternatively, in writing below, describe the downstream drainage path leading from the site to the receiving waterbody or ¼ mile (whichever is less). {e.g. water flows from the project site into the existing concrete curb-line which connects to a catch basin at intersection of X and Y streets. A 12-inch pipe system conveys water another 1000 feet to a ravine/wetland.}: Water flows into stormwater infrastructure and travels northward through stormwater pipes into First Creek, before discharging into the Puyallup River/Puget Sound. Water may also flow eastward into Swan Creek and then northward into the Puyallup River/Puget Sound.

2.	Perform a site visit to investigate the drainage system ¼ mile downstream from the project and check the boxes below indicating any visual signs of drainage problems:
	□No sign of drainage problems
	□Damaged catch basins
	□Damaged pipes
	□Excessive leaf fall or debris blocking catch basin
	□Localized flooding (large puddles)
	☐Signs of erosion (sediment build-up in curb line)
	⊠Other: Moderate amount of debris in curb line (gravel from un-finished entrances, leaves, trash). Catch basins remain mostly unobstructed and functional.
Date o	of Inspection: 02/24/21
Weath	ner at the time of the inspection (was it raining during site visit?): Cloudy
Where princip	ter 4 – Low Impact Development Principles feasible, sites shall use the following low impact development site design principles. Check those les that will be used onsite. The applicant is not required to revise their proposed design in order ammodate these principles, but shall use the principles when feasible.
□V	linimization of land disturbance by fitting development to the natural terrain.
	Minimization of land disturbance by confining construction to the smallest area feasible and away from critical areas.
₽	reservation of natural vegetation.
	ocating impervious surfaces over less permeable soils.
	clustering buildings
$\boxtimes$	Minimizing Impervious Surfaces

#### **Chapter 5 – Discussion of Minimum Requirements**

Check the box which describes how each of the Minimum Requirements will be satisfied. The applicant can check the boxes that apply or describe the alternate means used to comply with the Minimum Requirements. Review Volume 1 of the SWMM to determine which Minimum Requirements apply to a project.

#### Minimum Requirement #1 – Preparation of a Stormwater Site Plan

#### Minimum Requirement #2 – Construction Stormwater Pollution Prevention

### <u>Minimum Requirement #3 – Source Control of Pollution</u>

□ For roadway projects, comply with all Mandatory Operational, Good Housekeeping and Preventative Maintenance BMPs per Volume 4, Section 4.1 as applicable. Also, comply with the following BMPs: BMP A302: Concrete Pouring, Concrete Cutting and Asphalt Application, BMP A306: Landscaping and Lawn/Vegetation Maintenance, BMP A601: Dust Control at Disturbed Land Areas and Unpaved Roadways and Parking Lots, BMP A707: De-Icing and Anti-Icing Operations for Streets and Highways, BMP A709: Urban Streets, BMP A712: Maintenance of Roadside Ditches and Culverts, BMP A713: Spills of Oil and Hazardous Substances, and BMP S109: Cleaning Catch Basins, as applicable to the project.

#### Minimum Requirement #4 - Preservation of Natural Drainage Systems and Outfalls

All boxes should be checked for this Minimum Requirement. If all boxes cannot be checked an exception to the Minimum Requirement may be required per Volume 1, Section 3.5 of the SWMM.

- ⊠The natural (or existing) drainage patterns have been maintained to the maximum extent feasible.
- ☑ Discharges from the project site occur at the natural (or existing) location to the maximum extent feasible.
- ☑ Discharge from the project site will not cause a significant adverse impact to downstream receiving waters and downgradient properties.

### Minimum Requirement #5 - Onsite Stormwater Management

Minimum Requirement #5 is dependent upon the watershed in which the project is located. See Volume 3 and Volume 6 of the SWMM for feasibility and design requirements for onsite stormwater management techniques. If there are multiple surface types (i.e. more than one roof), ensure the means of onsite management is described for each.

Include a description of how the facility size was determined including any calculations used to determine the facility size. Show the amount of surface area mitigated for each surface type and each facility. **Include sizing calculations as an attachment to this SSP.** See Volume 3, Appendix B of the SWMM to determine if a soils report is required for the facility type chosen. **Include soils report as an attachment to this SSP.** 

Place a checkmark next to the BMP proposed to be used for each surface type. Complete an infeasibility checklist to determine which BMPs are appropriate for the project. See <a href="www.cityoftacoma.org/stormwatermanual\_shortforms">www.cityoftacoma.org/stormwatermanual\_shortforms</a> for infeasibility checklists for each BMP. Attach the completed infeasibility checklist(s) as an appendix to this SSP Report. Include an Operation and Maintenance Manual for all permanent facilities as an attachment to this SSP Report.

For projects within Northeast Tacoma, North Tacoma, Thea Foss, Tideflats, Lower Puyallup, and Western Slopes that discharge to marine waterbodies one of the following BMPs for each surface type must be utilized if feasible. The optional BMPs may be used as an alternative to the required BMPs if feasible.

#### Roofs:

Required BMPs: At least one of these BMPs must be analyzed for feasibility. If any BMP is found to be
nfeasible, the applicant may utilize BMP L605: Collect and Convey per the SWMM.
☐BMP L602: Downspout Infiltration Trench
□Not feasible – see infeasibility checklist in appendices
☐BMP L602: Downspout Dry Well
□Not feasible – see infeasibility checklist in appendices

City of Tacoma Combined SSP-SWPPP Short Form
☐BMP L603: Dispersion Trench
☐Not feasible – see infeasibility checklist in appendices
□BMP L603: Splashblocks
□ Not feasible – see infeasibility checklist in appendices
□BMP L604: Perforated Stubout
□Not feasible – see infeasibility checklist in appendices
⊠No Roofs – Not Required
□Required BMPs are not feasible – utilize BMP L605: Collect and Convey
Trequired Divil 3 are not leasible — utilize Divil 2003. Oblicet and Gorivey
Optional BMPs: These BMPs may be utilized as an alternative to those listed above. The BMPs must be feasible for the proposed development and must be designed in accordance with the SWMM.  BMP L601: Rain Garden  BMP L630: Bioretention  BMP L614: Full Dispersion
Other Hard Surfaces:
Required BMPs: At least one of these BMPs must be analyzed for feasibility. If any BMP is found to be
nfeasible the applicant may utilize BMP L605: Collect and Convey per the SWMM. Additional treatment may
be required if proposing to infiltrate pollution generating surfaces in the South Tacoma Groundwater Protection District. See Volume 5, Appendix D of SWMM. If treatment is required the Short Form SSP cannot be used.
BMP L611: Concentrated Flow Dispersion
□Not feasible – see infeasibility checklist in appendices
·
□BMP L612: Sheet Flow Dispersion
□ Not feasible – see infeasibility checklist in appendices
⊠Required BMPs are not feasible – utilize BMP L605: Collect and Convey
Optional BMPs: These BMPs may be utilized as an alternative to those listed above. The BMPS must be
feasible for the proposed development and must be designed in accordance with the SWMM.
□BMP L633: Permeable Pavement
□BMP L601: Rain Garden
☐BMP L630: Bioretention
□BMP L614: Full Dispersion
Lawn and Landscaped Areas:
Required BMP: The following BMP must be analyzed for feasibility. Place a checkmark next to the option(s) hat will be utilized onsite.
⊠BMP L613: Post Construction Soil Quality and Depth
⊠Option 1: Leave Native Vegetation and Soil Undisturbed
⊠Option 2: Amend the Existing Site Topsoil
□ Option 3: Stockpile existing topsoil during grading and replace it prior to planting.
□Option 4: Import Topsoil Mix
☐ Required BMP is not feasible – see infeasibility checklist attached in appendices
Minimum Requirement #6 – Water Quality Treatment
☐ See appendices for description of water quality treatment requirements and design calculations.
∴

City of Tacoma Combined SSP-SWPPP Short Form

Minimum	Requireme	nt #7 –	<b>Flow</b>	Control
---------	-----------	---------	-------------	---------

☐ See appendices for description of flow control requirements and design calculations.

☑ Flow control is not required for this project. Additional information: Click here to enter text.

#### Minimum Requirement #8 - Wetland Protection

☐ See appendices for description of wetland protection requirements and design calculations.

⊠Wetlands protection is not required for this project. Additional information: no wetlands are immediately adjacent to project limits and will not be affected by project work.

### Minimum Requirement #9 - Operation and Maintenance

 $\square$  See operation and maintenance manual contained in appendix of this Stormwater Site Plan Short Form Report.

⊠No stormwater facilities are proposed for this project (all stormwater is being collected and conveyed to the City system).

#### Minimum Requirement #10 - Offsite Analysis and Mitigation

See Chapter 3 of this Stormwater Site Plan Short Form Report.

#### **Construction Stormwater Pollution Prevention Plan**

#### 13 Elements of a Construction SWPPP

The <u>following 13 elements are required for each SWPPP</u>. If an element does not apply to the project site, describe why the element does not apply. Check off those BMPs that are proposed to be used to meet the requirements of the 13 elements below. Everything that is checked below must be shown on the site plan. If a BMP is checked as a possible contingent BMP, state that in this report. Only those erosion and sediment control techniques most pertinent to small construction sites are included here. More detailed information on construction BMPs can be found in Volume 2 of the City of Tacoma Stormwater Management Manual. The BMP numbers referenced are BMPs located in the City of Tacoma SWMM. <u>Attach those BMPs from the SWMM that will be used for the project as a separate appendix.</u>

#### Element #1 – Preserve Vegetation and Mark Clearing Limits

Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum extent practicable. If it is not practicable to retain the duff layer in place, it should be stockpiled onsite, covered to prevent erosion, and replaced immediately upon completion of the ground-disturbing activity.

All construction projects must clearly mark any clearing limits, sensitive areas and their buffers, and any trees that will be preserved prior to beginning any land disturbing activities, including clearing and grading. Clearly mark the limits both in the field and on the plans. Limits shall be marked in such a way that any trees or vegetation to remain will not be harmed. See Figure 3 - 13 of the SWMM.

The BMP(s) being proposed to meet this element are:

□BMP C101: Preserving Natural Vegetation

□BMP C102: Buffer Zones

□BMP C103: High Visibility Fence

□BMP C233: Silt Fence

Other (Describe Method): Click here to enter text.

Or

⊠This element is not required for this project because: **no vegetation is being cleared.** No vegetation or sensitive areas are adjacent to project site.

#### Element #2 - Establish Construction Access

All construction projects subject to vehicular traffic shall provide a means of preventing vehicle "tracking" of soil from the site onto City streets or neighboring properties. Limit vehicle ingress and egress to one route if possible. All access points shall be stabilized with a rock pad construction entrance per BMP C105 or other City of Tacoma approved BMP. The applicant should consider placing the entrance in the area for future driveway(s), as it may be possible to use the rock as a driveway base material. The entrance(s) must be inspected weekly, at a minimum, to ensure no excess sediment buildup or missing rock.

If sediment is tracked offsite, it shall be swept or shoveled from the paved surface immediately. Keep streets clean at all times. Street washing for sediment removal is not allowed as it can transport sediment to downstream water courses and clog the downstream stormwater system.

The location of the proposed construction entrance must be identified on the site plan.

The BMP(s) being proposed to meet this element are:

□BMP C105: Stabilized Construction Entrance/Exit

BMP C107: Construction Road/Parking Area Stabilization

Other (Describe Method): Click here to enter text.

City of Tacoma Combined SSP-SWPPP Short Form

Or

⊠This element is not required for this project because: **not practical for linear roadway project**; **will use street sweeping** 

#### Element #3 - Control Flowrates

Protect properties and waterways downstream of the project site from erosion due to increases in volume, velocity, and peak flow of stormwater runoff from the project site.

Permanent infiltration facilities shall not be used to control flowrates during construction unless specifically approved in writing by Environmental Services.

The BMP(s) being proposed to meet this element are:

□BMP C203: Water Bars

□BMP C207: Check Dams

□BMP C209: Outlet Protection

□BMP C235: Wattles

□BMP C240: Sediment Trap

Other (Describe Method): Click here to enter text.

Or

⊠This element is not required for this project because: Flowrates before and after the project are likely to remain the same – controlling flowrates during construction is not necessary.

#### Element #4 - Install Sediment Controls

Stormwater runoff from disturbed areas must pass through an appropriate sediment removal device prior to leaving a construction site or discharging into an infiltration facility.

Install/construct the sediment removal BMP before site grading.

The BMP(s) being proposed to meet this element are:

⊠BMP C233: Silt Fence

□BMP C234: Vegetated Strip

□BMP C235: Wattles

□BMP C240: Sediment Trap

Or

☐ This element is not required for this project because: Click here to enter text.

#### Element #5 - Stabilize Soils

Stabilize exposed and unworked soils by applying BMPs that protect the soils from raindrop impact, flowing water, and wind. Minimize the amount of soil exposed during construction activity. Minimize the disturbance of steep slopes. Minimize soil compaction and, unless infeasible, preserve topsoil.

From October 1 through April 30, no soils shall remain exposed or unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days. This applies to all soils on site whether at final grade or not.

The BMP(s) being proposed to meet this element are:

□BMP C120: Temporary and Permanent Seeding

(	City of Tacoma Combined SSP-SWPPP Short Form
	□BMP C121: Mulching
	□BMP C122: Nets and Blankets □BMP C123: Plastic Covering
	□BMP C124: Sodding
	□BMP C125: Compost
	□BMP C126: Topsoiling
	□BMP C140: Dust Control
	Other (Describe Method): Click here to enter text.  Or
	□This element is not required for this project because: Click here to enter text.
	Element #6 – Protect Slopes
	Design and construct cut-and-fill slopes in a manner to minimize erosion.
	Protect slopes by diverting water at the top of the slope. Reduce slope velocities by minimizing the continuous length of the slope, which can be accomplished by terracing and roughening slope sides. Establishing vegetation on slopes will protect them as well.
	The BMP(s) being proposed to meet this element are:  BMP C120: Temporary and Permanent Seeding  BMP C121: Mulching  BMP C122: Nets and Blankets  BMP C200: Interceptor Dike and Swale  BMP C203: Water Bars  BMP C204: Pipe Slope Drains  BMP C205: Subsurface Drains  BMP C207: Check Dams  BMP C208: Triangular Silt Dike  Other (Describe Method): Click here to enter text.  Or
	Element #7 – Protect Drain Inlets
	Protect all storm drain inlets that are operable during construction to ensure untreated stormwater does not enter conveyance system. Install catch basin protection on all catch basins within 500 feet downstream of the project. The catch basin inlet protection shown in Figure 2-45 is the only catch basin protection allowed within the City right of way. Once the site is fully stabilized, catch basin protection must be removed.
	The BMP(s) being proposed to meet this element are:  ⊠BMP C220: Storm Drain Inlet Protection  □Other (Describe Method): Click here to enter text.  Or
	☐This element is not required for this project because: Click here to enter text.

#### Element #8 – Stabilize Channels and Outlets

Stabilize all temporary onsite conveyance channels. Provide stabilization to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of conveyance systems.

•	The BMP(s) being proposed to meet this element are:  BMP C122: Nets and Blankets  BMP C202: Channel Lining  BMP C207: Check Dams  BMP C209: Outlet Protection  Other (Describe Method): Click here to enter text.  Or  This element is not required for this project because: no temporary channels
	Element #9 – Control Pollutants
	Handle and dispose of all pollutants, including demolition debris and other solid wastes in a manner that does not cause contamination of the stormwater. Provide cover and containment for all chemicals, liquid products (including paint), petroleum products, and other materials. Handle all concrete and concrete waste appropriately. All discharges to the City sanitary sewer system require City approval, which may include a Special Approved Discharge (SAD) permit, see <a href="http://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_pe">http://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_pe</a>
	rmits and manuals for additional information.
	The BMP(s) being proposed to meet this element are:  ⊠BMP C151: Concrete Handling  ⊠BMP C152: Sawcutting and Surfacing Pollution Prevention  ⊠BMP C153: Material Delivery, Storage, and Containment  □BMP C154: Concrete Washout Area  □Other (Describe Method): Click here to enter text.  Or  □This element is not required for this project because: Click here to enter text.
	Element #10 – Control Dewatering
	Clean, non-turbid dewatering water, such as groundwater, can be discharged to the stormwater system provided the dewatering flow does not cause erosion or flooding of receiving waters. All other water shall be discharged to the City wastewater system.
	All discharges to the City wastewater system require City approval, which may include a Special Approved Discharge (SAD) permit.
	The BMP(s) being proposed to meet this element are:  □BMP C203: Water Bars □BMP C236: Vegetative Filtration □Other (Describe Method): Click here to enter text.  Or □This element is not required for this project because: dewatering not needed

### Element #11 - Maintain BMPs

Maintain and repair temporary erosion and sediment control BMPs as needed. Inspect all BMPs at least weekly and after every storm event.

Remove all temporary erosion and sediment control BMPs within 30 days after final site stabilization or if the BMP is no longer needed. Any trapped sediment should be removed or stabilized onsite. No sediment shall be discharged into the storm drainage system or natural conveyance systems.

The BMP(s) being proposed to meet this element are:

⊠BMP C150: Materials on Hand

(	City of Tacoma Combined SSP-SWPPP Short Form  ⊠BMP C160: Erosion and Sediment Control Lead  □Other (Describe Method): Click here to enter text.  Or
	☐This element is not required for this project because: Click here to enter text.
	Element #12 – Manage the Project
	Phase development projects in order to prevent soil erosion and the transport of sediment from the project site during construction.
	Coordinate all work before initial construction with subcontractors and other utilities to ensure no areas are prematurely worked.
	An Erosion Control Lead is required for all construction sites. The Erosion Control Lead is the party responsible for ensuring that the proposed erosion and sediment control BMPs are appropriate for the site and are functioning. They are also responsible for updating the SWPPP as necessary as site conditions warrant. They must be available 24 hours a day to ensure compliance.
	The BMP(s) being proposed to meet this element are:  □BMP C150: Materials on Hand  □BMP C160: Erosion and Sediment Control Lead  • Name of ESC Lead: Contractor will provide  • Phone Number for ESC Lead: Contractor will provide  □BMP C162: Scheduling  □Other (Describe Method): Click here to enter text.  Or  □This element is not required for this project because: Click here to enter text.
	Element #13 – Protect BMPs
	Protect all permanent stormwater BMPs from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the BMPs. Restore all BMPs to their fully functioning condition if they accumulate sediment during construction. Restoring the BMP shall include removal of all sediment. Keep heavy equipment off of infiltration surfaces.
	The BMP(s) being proposed to meet this element are:  BMP C102: Buffer Zone  BMP C103: High Visibility Fence  BMP C200: Interceptor Dike and Swale  BMP C201: Grass-Lined Channels  BMP C207: Check Dams  BMP C208: Triangular Silt Dike (TSD) (Geotextile-Encased Check Dam)  BMP C231: Brush Barrier  BMP C233: Silt Fence  BMP C234: Vegetated Strip  Other (Describe Method): Click here to enter text.

Complete the following information regarding construction sequencing, phasing, and scheduling:

⊠This element is not required for this project because: **none known** 

# Construction Sequencing

The standard construction sequence is as follows:

City of Tacoma Combined SSP-SWPPP Short Form

- Mark clearing/grading limits.
- Schedule an inspection with the City to verify clearing/grading limits and TESC BMP placement prior to the start of any work on the site.
- Clear, grade, and fill site as outlined in the site plan while implementing and maintaining TESC BMPs at the same time.
- Install proposed site improvements (hard surface, landscaping, etc.).
- Schedule an inspection with the City for approval of permanent site stabilization protection and site grades.
- Remove TESC BMPs as permitted by the City inspector and repair permanent landscaping as necessary.
- Monitor and maintain permanent erosion protection (lawn/landscaping) until fully established.

List any changes from the standard construction sequence outlined above: no changes

#### Construction Phasing

Construction phasing: If construction is going to occur in separate phases, describe: **concrete sidewalk will be constructed first, followed by concrete curb ramps and curb/gutter, and then grind/overlay pavement will occur last alongside permanent signing/striping.** 

#### Construction Schedule

Provide a proposed construction schedule (dates construction begins and ends and dates for any construction phasing).

Start Date: 04/2021

End Date: 07/2021

Interim Phasing Dates: N/A

Wet Season Construction Activities: *Wet season occurs from October 1 to April 30.* Describe construction activities that will occur during this time period: **potentially concrete sidewalk, curb ramp, and curb/gutter construction in April.** 

**NOTE:** Additional erosion control measures beyond those shown may be required to manage site runoff.

# Stormwater Site Plan and Construction Stormwater Pollution Prevention Plan Appendices

The following are potential appendices that may be required for your project. Only includes those items applicable to your project. Additional appendices may be required in addition to those typical appendices shown below.

Appendix A - Qualitative Analysis Map

• See Chapter 3 for additional information of what should be included on this map.

Appendix B - Completed Infeasibility Checklists

• See Chapter 5, Minimum Requirement #5 for additional information for what to include in this appendix.

Appendix G – Temporary Erosion and Sediment Control BMPs

• Only include applicable BMPs from Volume 2 of the SWMM.



Figure 1: downstream trace

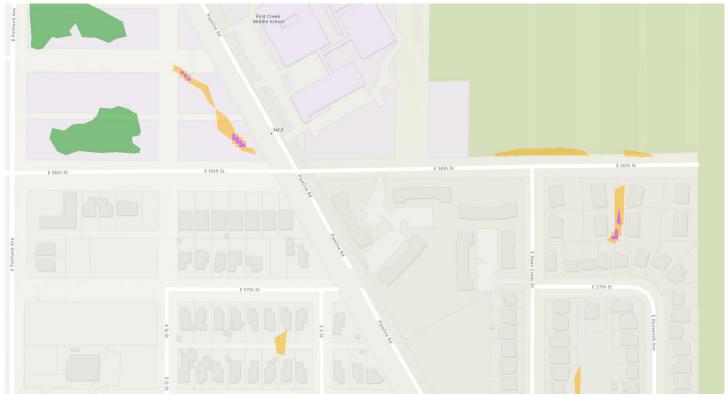


Figure 2: sensitive areas map (steep slopes orange, wetland dark green)

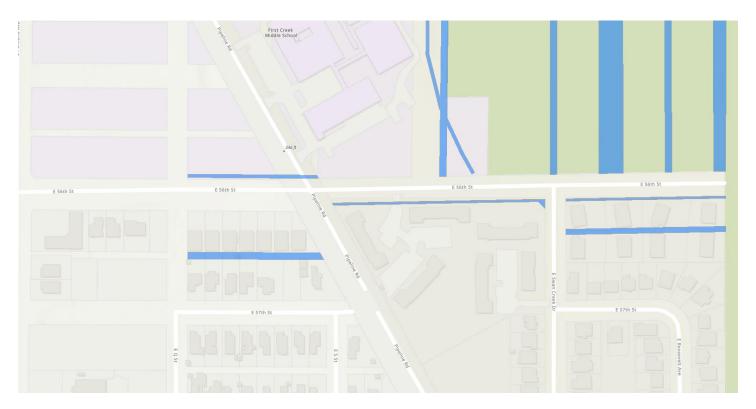


Figure 3: easement map

# **Appendix B – Completed Infeasibility Checklists**

Surface Type: Other Hard Surfaces BMP L611: Concentrated Flow Dispersion City of Tacoma Permit Number: N/A

**Date Prepared: 2/24/2021** 

	Yes	No	NA
Can the dispersion BMP be placed 10 feet or more from any building structure?	$\boxtimes$		
Can the dispersion BMP be placed 5 feet or more from any other structure or property line?		$\boxtimes$	
Can the dispersion BMP be placed 50 feet or more from the top of a steep slope (15% or greater)?		$\boxtimes$	
Can the dispersion BMP be placed 10 feet or more from septic tanks and septic drainfields?			$\boxtimes$
For dispersion trenches, is there a 25 foot or greater vegetated flowpath between the discharge point from the dispersion BMP and any property line, structure, steep slope, stream, lake, wetland, or other hard surface for concentrating flows onto a rock pad?		$\boxtimes$	
For rock pads, is there a 50 foot or greater vegetated flowpath between the discharge point from the dispersion BMP and any property line, structure, steep slope, stream, lake, wetland, or other hard surface for concentrating flows onto a rock pad?		$\boxtimes$	
Will installing concentrated flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is not feasible).	$\boxtimes$		
Please check the box next to those items that apply. Answer requires a report prepared by pro-	fessio	nal.	
Requirements of the Historic Preservation Laws and Archeology Laws, Federal Super Washington State Model Toxics Control Act, Federal Aviation Administration requirem airports, or Americans with Disability Act			
Special zoning district design criteria adopted and being implemented through any Cit Tacoma planning efforts	ty of		
Public health and safety standards			$\boxtimes$
Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way			
Critical Area Preservation Ordinance			

# Appendix G – Temporary Erosion and Sediment Control BMPs

City of Tacoma

July 2016 SWMM

#### 3.1.10 BMP C123: Plastic Covering

#### 3.1.10.1 Purpose

Plastic covering provides immediate, short-term erosion protection to slopes and disturbed areas

#### 3.1.10.2 Conditions of Use

- Plastic covering may be used on disturbed areas that require cover measures for less than 30 days, except as stated below.
- · Plastic is particularly useful for protecting cut and fill slopes and stockpiles.
- The relatively rapid breakdown of most polyethylene sheeting makes it unsuitable for long-term (greater than six months) applications.
- Clear plastic sheeting can be used over newly-seeded areas to create a greenhouse
  effect and encourage grass growth if the hydroseed was installed too late in the season to
  establish 75 percent grass cover, or if the wet season started earlier than normal. Clear
  plastic should not be used for this purpose during the summer months because the
  resulting high temperatures can kill the grass.
- Due to rapid runoff caused by plastic covering, this method shall not be used upslope of areas that might be adversely impacted by concentrated runoff. Such areas include steep and/or unstable slopes.
- Whenever plastic is used to protect slopes, water collection measures must be installed at the base of the slope. These measures include plastic-covered berms, channels, and pipes used to convey clean rainwater away from bare soil and disturbed areas. At no time is clean runoff from a plastic covered slope to be mixed with dirty runoff from a project.
- · Other uses for plastic include:
  - Temporary ditch liner;
  - Pond liner in temporary sediment pond;
  - Liner for bermed temporary fuel storage area if plastic is not reactive to the type of fuel being stored;
  - · Emergency slope protection during heavy rains; and
  - Temporary drainpipe ("elephant trunk") used to direct water.

#### 3.1.10.3 Design and Installation Specifications

See Figure 3.1.11.

Plastic slope cover must be installed as follows:

- Run plastic up and down slope, not across slope.
- · Plastic may be installed perpendicular to a slope if the slope length is less than 10 feet.
- Minimum of 8-inch overlap at seams.
- On long or wide slopes, or slopes subject to wind, all seams should be taped.
- Place plastic into a small (12-inch wide by 6-inch deep) slot trench at the top of the slope and backfill with soil to keep water from flowing underneath.

Chapter 3 2-51 Volume 2

July 2016 SWMM City of Tacoma

- Place sand filled burlap or geotextile bags every 3 to 6 feet along seams and pound a
  wooden stake through each to hold them in place. Alternative options for holding plastic in
  place exist and may be considered with COT approval.
- Inspect plastic for rips, tears, and open seams regularly and repair immediately. This
  prevents high velocity runoff from contacting bare soil, which causes extreme erosion;
- · Plastic sheeting shall have a minimum thickness of 6 mil.
- If erosion at the toe of a slope is likely, a gravel berm, riprap, or other suitable protection shall be installed at the toe of the slope in order to reduce the velocity of runoff.

#### 3.1.10.4 Maintenance Standards

- · Torn sheets must be replaced and open seams repaired.
- If the plastic begins to deteriorate due to ultraviolet radiation, it must be completely removed and replaced.
- · When the plastic is no longer needed, it shall be completely removed.
- · Properly dispose of products used to weigh down covering.

Volume 2 2-52 Chapter 3

July 2018 SWMM City of Tacoma

- Irrigation water can be used for dust control. Install irrigation systems as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer's instructions
  and cautions regarding handling and application. Used oil is prohibited from use as a dust
  suppressant. The City may approve other dust palliatives such as calcium chloride or
  PAM
- PAM (BMP C127) added to water at a rate of 2/3 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to the increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as easily transported by wind. Adding PAM may actually reduce the quantity of water needed for dust control. There are concerns with the proper use of PAM, refer to BMP C127 for more information on PAM application. PAM use requires COT approval.
- Lower speed limits. High vehicle speed increases the amount of dust stirred up from unpaved roads and lots.
- Upgrade the road surface strength by improving particle size, shape, and mineral types that make up the surface and base materials.
- Add surface gravel to reduce the source of dust emission. Limit the amount of fine particles to 10 to 20 percent.
- Use geotextile fabrics to increase the strength of new roads or roads undergoing reconstruction.
- · Encourage the use of alternate, paved routes, if available.
- Restrict use of paved roadways by tracked vehicles and heavy trucks to prevent damage to road surfaces and bases.
- Apply chemical dust suppressants using the admix method, blending the product with the top few inches of surface material. Suppressants may also be applied as surface treatments
- · Pave unpaved permanent roads and other trafficked areas.
- Use vacuum street sweepers.
- · Remove mud and other dirt promptly so it does not dry and then turn into dust.
- Limit dust-causing work on windy days.
- Contact the Puget Sound Clean Air Agency for guidance and training on other dust control measures. Compliance with the Puget Sound Clean Air Agency's recommendations/requirements constitutes compliance with this BMP.

#### 3.1.17.4 Maintenance Standards

Evaluate the potential for dust generation frequently during dry periods. Complete the actions outlined above as needed to limit the dust.

Any dust which leaves the site must be cleaned immediately.

#### 3.1.18 BMP C150: Materials On Hand

#### 3.1.18.1 Purpose

Quantities of erosion prevention and sediment control materials should be kept on the project site at all times to be used for regular maintenance and emergency situations such as unexpected

Volume 2 2- 66 Chapter 3

City of Tacoma July 2016 SWMM

heavy summer rains. Having these materials onsite reduces the time needed to implement BMPs when inspections indicate that existing BMPs are not meeting the Construction SWPPP requirements.

#### 3.1.18.2 Conditions of Use

Construction projects of any size or type can benefit from having materials on hand. A small commercial development project could have a roll of plastic and some gravel available for immediate protection of bare soil and temporary berm construction. A large earthwork project, such as highway construction, might have several tons of straw, several rolls of plastic, flexible pipe, sandbags, geotextile fabric, and steel "T" posts.

- Materials are stockpiled and readily available before any site clearing, grubbing, or earthwork begins. A large contractor or developer could keep a stockpile of materials that are available to be used on several projects.
- If storage space at the project site is at a premium, the contractor could maintain the materials at a location less than one hour from the project site.

#### 3.1.18.3 Design and Installation Specifications

Depending on project type, size, complexity, and length, materials and quantities will vary. Table 2 - 9 provides a good minimum that will cover numerous situations.

Clear Plastic, 6 mi 100 foot roll Drainpipe, 6 or 8 inch diameter 4-6 25-50 Sandbags, filled each 2-4 Quarry Spalls ton Washed Gravel cubic yard 2-4 100 foot roll Geotextile Fabric 1-2 each 2-4 Steel "T" Posts each 12-24

Table 2 - 9: Materials on Hand

#### 3.1.18.4 Maintenance Standards

- All materials with the exception of the quarry spalls, steel "T" posts, and gravel should be kept covered and out of both sun and rain.
- · Re-stock materials used as needed.

#### 3.1.19 BMP C151: Concrete Handling

#### 3.1.19.1 Purpose

Concrete work can generate process water and slurry that contain fine particles and high pH, both of which can violate water quality standards in the receiving water. This BMP is intended to minimize and eliminate concrete, concrete process water and concrete slurry from entering waters of the state.

Chapter 3 2- 67 Volume 2

July 2016 SWMM City of Tacoma

#### 3.1.19.2 Conditions of Use

Utilize these management practices any time concrete is used.

Concrete construction projects include, but are not limited to, the following:

- Curbs
- Sidewalks
- Roads
- Bridges
- Foundations
- Floors
- Runways

#### 3.1.19.3 Design and Installation Specifications

- Concrete trucks, chutes, pumps, and internals shall be washed out only at an approved
  offsite location or in designated washout areas.
- Unused concrete remaining in the truck and pump shall be returned to the originating batch plant for recycling.
- Hand tools shall be washed off only into formed areas awaiting installation of concrete or asohalt.
- Equipment that cannot be easily moved, such as concrete pavers, shall only be washed
  in areas that do not directly drain to natural or constructed stormwater conveyances.
- Washdown from areas such as concrete aggregate driveways shall not drain directly to natural or constructed stormwater conveyances.
- Do not wash out concrete trucks onto the ground, or into storm drains, open ditches, streets, or streams. Refer to BMP C151 for information concerning concrete handling and BMP C154 for information concerning concrete washout areas.
- · Always use forms or solid barriers for concrete pours within 15-feet of surface waters.
- · Refer to BMPs C252 and C253 for pH adjustment requirements.
- Refer to the Construction Stormwater General Permit for pH monitoring requirements if the project involves one of the following activities:
  - Significant concrete work (greater than 1,000 cubic yards poured concrete or recycled concrete used over the life of a project).
  - The use of engineered soils amended with (but not limited to) Portland cementtreated base, cement kiln dust or fly ash.
  - Discharging stormwater to segments of water bodies on the 303(d) list (Category 5) for high pH.

#### 3.1.19.4 Maintenance Standards

Containers shall be checked for holes in the liner daily during concrete pours and repaired the same day.

Volume 2 2- 68 Chapter 3

City of Tacoma July 2016 SWMM

# 3.1.20 BMP C152: Sawcutting and Surfacing Pollution Prevention

Sawcutting and surfacing operations generate slurry and process water that contains fine particles and high pH (concrete cutting), both of which can violate water quality standards in the receiving water. This BMP is intended to minimize and eliminate process water and slurry from entering waters of the State

#### 3.1.20.2 Conditions of Use

Anytime sawcutting or surfacing operations take place, use these management practices. Sawcutting and surfacing operations include, but are not limited to, the following:

- Sawing
- Coring
- Grinding
- Roughening
- Hydro-demolition
- · Bridge and road surfacing

#### 3.1.20.3 Design and Installation Specifications

- · Vacuum slurry and cuttings during cutting and surfacing operations.
- · Do not leave slurry and cuttings on permanent concrete or asphalt pavement overnight.
- Do not drain slurry and cuttings to any natural or constructed drainage conveyance.
- Dispose of collected slurry and cuttings in a manner that does not violate groundwater or surface water quality standards.
- Do not drain process water that is generated during hydro-demolition, surface roughening, or similar operations to any natural or constructed drainage conveyance.
   Dispose of process water in a manner that does not violate groundwater or surface water quality standards.
- Handle and dispose of cleaning waste material and demolition debris in a manner that
  does not cause contamination of water. If the area is swept with a pick-up sweeper, haul
  the material out of the area to an appropriate disposal site.

#### 3.1.20.4 Maintenance Standards

Continually monitor operations to determine whether slurry, cuttings, or process water could enter waters of the state. If inspections show that a violation of water quality standards could occur, stop operations and immediately implement preventive measures such as berms, barriers, secondary containment, and vacuum trucks.

#### 3.1.21 BMP C153: Material Delivery, Storage and Containment

#### 3.1.21.1 Purpose

Prevent, reduce, or eliminate the discharge of pollutants from material delivery and storage to the stormwater system or watercourses by minimizing the storage of hazardous materials onsite, storing materials in a designated area, and installing secondary containment.

Chapter 3 2- 69 Volume 2

- Updating all project drawings and the Construction SWPPP with changes made.
- Keeping daily logs and inspection reports. Inspection reports should include:
  - Inspection date/time.
  - Weather information, general conditions during inspection, and approximate amount of precipitation since the last inspection.
  - A summary or list of all BMPs implemented, including observations of all erosion/sediment control structures or practices. The following shall be noted:
    - ·Locations of BMPs inspected,
    - ·Locations of BMPs that need maintenance,
    - ·Locations of BMPs that failed to operate as designed or intended, and
    - Locations where additional or different BMPs are required.
  - Visual monitoring results, including a description of discharged stormwater. The presence of suspended sediment, turbid water, discoloration, and oil sheen shall be noted, as applicable.
  - · Any water quality monitoring performed during inspection.
  - General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made as a result of the inspection.
- Facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies or the owner.
- Keep an inventory of equipment onsite.

#### 3.1.24 BMP C161: Payment of Erosion Control Work

#### 3.1.24.1 Purpose

As with any construction operation, the contractor should be paid for erosion control work. Address payment for erosion control during project development and design. Identify the method of payment in the SWPPP.

Erosion control work should never be "incidental" to the contract as it is extremely difficult for the contractor to bid the work.

#### 3.1.25 BMP C162: Scheduling

#### 3.1.25.1 Purpose

Sequencing a construction project reduces the amount and duration of soil exposed to erosion by wind, rain, runoff, and vehicle tracking.

#### 3.1.25.2 Conditions of Use

The construction sequence schedule is an orderly listing of all major land-disturbing activities together with the necessary erosion and sedimentation control measures planned for the project.

Chapter 3 2-79 Volume 2

July 2016 SWMM City of Tacoma

This type of schedule guides the contractor on work to be done before other work is started so serious erosion and sedimentation problems can be avoided.

Following a specified work schedule that coordinates the timing of land-disturbing activities and the installation of control measures is perhaps the most cost-effective way of controlling erosion during construction. The removal of surface ground cover leaves a site vulnerable to accelerated erosion. Construction procedures that limit land clearing, provide timely installation of erosion and sedimentation controls, and restore protective cover quickly can significantly reduce the erosion potential of a site.

#### 3.1.25.3 Design Considerations

- Minimize construction during rainy periods.
- Schedule projects to disturb only small portions of the site at any one time. Complete
  grading as soon as possible. Immediately stabilize the disturbed portion before grading
  the next portion. Practice staged seeding in order to revegetate cut and fill slopes as the
  work progresses.

Volume 2 2-80 Chapter 3

#### 3.2.11 BMP C220: Storm Drain Inlet Protection

#### 3.2.11.1 Purpose

To prevent coarse sediment from entering drainage systems prior to permanent stabilization of the disturbed area.

#### 3.2.11.2 Conditions of Use

- Where storm drain inlets are to be made operational before permanent stabilization of the disturbed drainage area.
- Provide protection for all storm drain inlets downslope and within 500 feet of a disturbed
  or construction area, unless the runoff that enters the catch basin will be conveyed to a
  sediment pond or trap. Inlet protection may be used anywhere to protect the drainage
  system. It is likely that the drainage system will still require cleaning.
- Table 2 11 lists several options for inlet protection. All of the methods for storm drain
  inlet protection are prone to plugging and require a high frequency of maintenance.
  Drainage areas should be limited to 1 acre or less. Emergency overflows may be required
  where stormwater ponding would cause a hazard. If an emergency overflow is provided,
  additional end-of-pipe treatment may be required.
- Only bag filter type catch basin filters (per Section 3.2.11.3) are allowed within the right of way.

Type of Inlet Prote Conditions of Use Applicable for heavy flows. Easy to Excavated drop inlet Yes, temporary maintain. Large area requirement: protection flooding will occur 30' x 30' per acre. Block and gravel drop Applicable for heavy concentrated Yes Paved or earthen flows. Will not pond. Applicable for heavy concentrated Gravel and mesh filter No Paved flows. Will pond. Can withstand traffic. Yes Paved or earthen Frequent maintenance required. Curb inlet protection with Small capacity Used for sturdy, more compact Paved a wooden weir overflow installation. Block and gravel curb Yes Farthen Sturdy, but limited filtration. Culvert inlet sediment 18-month expected life. trap

Table 2 - 11: Storm Drain Inlet Protection

#### 3.2.11.3 Design and Installation Specifications

#### Excavated Drop Inlet Protection

 An excavated impoundment around the storm drain. Sediment settles out of the stormwater prior to entering the storm drain.

Chapter 3 2- 105 Volume 2

July 2016 SWMM City of Tacoma

- · Provide depth of 1 to 2 feet, as measured from the crest of the inlet structure.
- Slope sides of excavation no steeper than 2H:1V.
- · Minimum volume of excavation 35 cubic yards.
- · Shape basin to fit site with longest dimension oriented toward the longest inflow area.
- · Install provisions for draining to prevent standing water problems.
- · Clear the area of all debris.
- · Grade the approach to the inlet uniformly.
- · Drill weep holes into the side of the inlet.
- · Protect weep holes with screen wire and washed aggregate.
- · Seal weep holes when removing structure and stabilizing area.
- It may be necessary to build a temporary dike to the down slope side of the structure to prevent bypass flow.

#### Block and Gravel Filter

- A barrier formed around the storm drain inlet with standard concrete blocks and gravel.
   See Figure 2 18.
- · Provide a height 1 to 2 feet above inlet.
- · Recess the first row 2 inches into the ground for stability.
- Support subsequent courses by placing a piece of 2x4 lumber through the block opening.
- Do not use mortar
- · Lay some blocks in the bottom row on their side for dewatering the pool.
- Place hardware cloth or comparable wire mesh with 1/2-inch openings over all block openings.
- · Place gravel just below the top of blocks on slopes of 2H:1V or flatter.
- · An alternative design is a gravel donut.
- · Provide an inlet slope of 3H:1V.
- Provide an outlet slope of 2H:1V.
- · Provide a 1-foot wide level stone area between the structure and the inlet.
- · Use inlet slope stones 3 inches in diameter or larger.
- · For outlet slope use gravel 1/2- to 3/4-inch at a minimum thickness of 1-foot.

#### Gravel and Wire Mesh Filter

- A gravel barrier placed over the top of the inlet (see Figure 2 19). This structure does not
  provide an overflow.
- Use hardware cloth or comparable wire mesh with 1/2-inch openings.
- Use coarse aggregate.
- Place wire mesh over the drop inlet so that the wire extends a minimum of 1-foot beyond each side of the inlet structure.
- If more than one strip of mesh is necessary, overlap the strips.

Volume 2 2- 106 Chapter 3

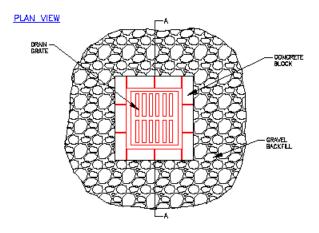
- Place coarse aggregate over the wire mesh.
- The depth of the gravel should be at least 12 inches over the entire inlet opening and extend at least 18 inches on all sides.

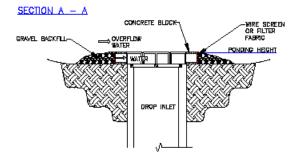
#### Catchbasin Filters

- Inserts (Figure 2 20) shall be designed by the manufacturer for use at construction sites. The limited sediment storage capacity increases the frequency of inspection and maintenance required, which may be daily for heavy sediment loads. The maintenance requirements can be reduced by combining a catchbasin filter with another type of inlet protection. This type of inlet protection provides flow bypass without overflow and therefore may be a better method for inlets located along active rights-of-way.
- Provide a minimum of 5 cubic feet of storage.
- Requires dewatering provisions.
- Provide a high-flow bypass that will not clog under normal use at a construction site.
- · The catchbasin filter is inserted in the catchbasin just below the grating.
- · Only bag filter type catch basin filters are allowed in the City right-of-way.

Chapter 3 2- 107 Volume 2

July 2018 SWMM City of Tacoma





NOTE:

1. DROP INLET SEMMENT BARRIERS ARE TO BE USED FOR SWALL, NEARLY LEVEL
DRAINAGE AREAS, (LESS THAN 5K)

2. EXEMINATE A BUSIN OF SUFFICIENT SIZE ADJACENT TO THE INLET.

3. THE TOP OF THE STRUCTURE (POND HEIGHT) MUST BE WELL BELOW THE GROUND
ELEVATION DOWNSLOPE TO PREMEUT RUNDEF FROM BYPASSING THE INLET. A TEMPORARY
DIKE MAY BE NECCESSARY ON THE DOWNSLOPE SIDE OF THE STRUCTURE.

Figure 2 - 18. Drop Inlet with Block and Gravel Filter

Volume 2 2- 108 Chapter 3

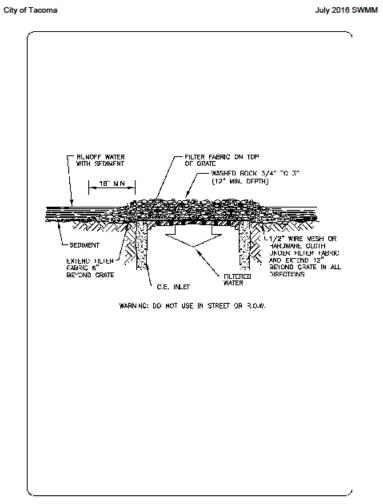


Figure 2 - 19. Gravel and Wire Mesh Filter

Chapter 3 2- 109 Volume 2

ANATOR SOUTH RETHERAL STRUP

OVERTION
TO STRUSS
THAN SIGNA
TO SERVICE

INLEST PROTECTION NOTES:

1. HI HE SHALL BE INSERTED ACCOUNTED 1/3
FOLL

DOINT AND CLEANED OF REPLACED WILDS 1/3
FOLL

BAG FILTER

Figure 2 - 20. Catchbasin Filter

Volume 2 2-110 Chapter 3

#### Curb Inlet Protection with Wooden Weir

Barrier formed around a curb inlet with a wooden frame and gravel.

- Use wire mesh with ½-inch openings.
- · Use extra strength filter cloth.
- · Construct a frame.
- · Attach the wire and filter fabric to the frame.
- · Pile coarse washed aggregate against the wire and fabric.
- · Place weight on frame anchors.

#### Block and Gravel Curb Inlet Protection

Barrier formed around an inlet with concrete blocks and gravel. See Figure 2 - 21.

- Use wire mesh with 1/2-inch openings.
- Place two concrete blocks on their sides abutting the curb at either side of the inlet opening. These are spacer blocks.
- Place a 2x4 stud through the outer holes of each spacer block to align the front blocks.
- · Place blocks on their sides across the front of the inlet and abutting the spacer blocks.
- · Place wire mesh over the outside vertical face.
- · Pile coarse aggregate against the wire to the top of the barrier.

Chapter 3 2- 111 Volume 2

July 2018 SWMM City of Tacoma

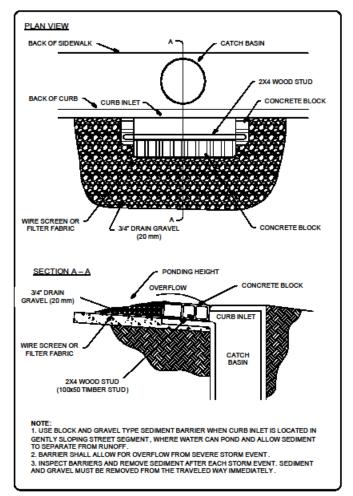


Figure 2 - 21. Block and Gravel Curb Inlet Protection

Volume 2 2- 112 Chapter 3

#### Curb and Gutter Sediment Barrier

Sandbag or rock berm (riprap and aggregate) 3 feet high and 3 feet wide in a horseshoe shape. See Figure 2 - 22.

- Construct a horseshoe shaped berm, faced with coarse aggregate if using riprap, 3 feet high and 3 feet wide, at least 2 feet from the inlet.
- Construct a horseshoe shaped sedimentation trap on the outside of the berm sized to sediment trap standards for protecting a culvert inlet.
- Sandbag must be gravel filled.

#### 3.2.11.4 Maintenance Standards

- Inspect catch basin filters frequently, especially after storm events. If the insert becomes clogged, clean or replace it.
- For systems using stone filters: If the stone filter becomes clogged with sediment, the stones must be pulled away from the inlet and cleaned or replaced. Since cleaning of gravel at a construction site may be difficult, an alternative approach would be to use the clogged stone as fill and put fresh stone around the inlet.
- Do not wash sediment into storm drains while cleaning. Spread all excavated material
  evenly over the surrounding land area or stockpile and stabilize as appropriate.
- Do not allow accumulated sediment to enter the storm drain system.
- Inlet protection shall be removed when area is fully stabilized and erosion and sediment controls are no longer needed.

Chapter 3 2- 113 Volume 2

July 2016 SWMM

RUNOFF

PLAN VIEW

NOTES:

1. PLACE CURB TYPE SEDIMENT BARRIERS ON GENTLY SLOPING STREET SEGMENTS, WHERE WATER CAN POING AND ALLOW SEDIMENT TO SEPARATE FROM RUNOFF.

2. SANDBAGS OF ETHER BURLAP OR WOVEN "CEOTEXTILE" FABRIC, ARE FILLED WITH GRAVEL, LAYERED AND PACKED TIGHTLY.

3. LEAVE A ONE SANDBAG GAP IN THE TOP ROW TO PROVIDE A SPILLWAY FOR OVERFLOW.

City of Tacoma

Figure 2 - 22. Curb and Gutter Sediment Barrier

 INSPECT BARRIERS AND REMOVE SEDIMENT AFTER EACH STORM EVENT. SEDIMENT AND GRAVEL MUST BE REMOVED FROM THE TRAVELED WAY IMMEDIATELY.

Volume 2 2- 114 Chapter 3

- Every 100 feet on slopes greater than 10 percent
- · Berm dimensions:
  - 1 foot high with 3:1 side slopes
  - 8 linear feet per 1 cubic foot per second runoff based on the 10-year, 24-hour design storm event assuming a Type 1A rainfall distribution (3.0-inches)

#### 3.2.13.4 Maintenance Standards

Regular inspection is required. Remove sediment and replace filter material as needed.

#### 3.2.14 BMP C233: Silt Fence

#### 3.2.14.1 Purpose

Use of a silt fence reduces the transport of coarse sediment from a construction site by providing a temporary physical barrier to sediment and reducing the runoff velocities of overland flow. See Figure 2 - 24 for details on silt fence construction.

#### 3.2.14.2 Conditions of Use

- · Silt fence may be used downslope of all disturbed areas.
- Silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water to pass through the fence.
- Silt fence is not intended to treat concentrated flows, nor is it intended to treat substantial
  amounts of overland flow. Convey any concentrated flows through the drainage system to
  a sediment pond. The only circumstance in which overland flow can be treated solely by a
  silt fence is when the area draining to the fence is one acre or less and flow rates are less
  than 0.5 cfs.
- Do not construct silt fences in streams or use them in V-shaped ditches. They are not an
  adequate method of silt control for anything deeper than sheet or overland flow.

#### 3.2.14.3 Design and Installation Specifications

- Drainage area of 1 acre or less or in combination with appropriate sediment removal BMPs on larger sites.
- Maximum slope steepness (perpendicular to fence line) 1H:1V.
- · Maximum sheet or overland flowpath length to the fence of 100 feet.
- · No flows greater than 0.5 cubic feet per second.

July 2018 SWMM City of Tacoma

 The geotextile used shall meet the following standards. All geotextile properties listed below are minimum average roll values (i.e., the test result for any sampled roll in a lot shall meet or exceed the values shown in Table 2 - 12).

Table 2 - 12: Geotextile Standards

Standard	Description
Polymeric Mesh AOS (ASTM D4751)	0.80 mm maximum for silt film wovens (#30 sieve). 0.30 mm maximum for all other geotextile types (#50 sieve). 0.15 mm minimum for all fabric types (#100 sieve).
Water Permittivity (ASTM D4491)	0.02 sec <sup>-1</sup> minimum
Grab Tensile Strength (ASTM D4632)	180 lbs. minimum for extra strength fabric. 100 lbs. minimum for standard strength fabric.
Grab Tensile Strength (ASTM D4632)	30% maximum
Ultraviolet Resistance (ASTM D4355)	70% minimum

- Support standard strength fabrics with wire mesh, chicken wire, 2-inch x 2-inch wire, safety fence, or jute mesh to increase the strength of the fabric. Silt fence materials are available that have synthetic mesh backing attached.
- Silt fence material shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature range of 0° to 120° Fahrenheit.
- 100 percent biodegradable silt fence is available that is strong and long lasting.
- The following are standard design and installation methods. Refer to Figure 2 24 for standard silt fence details
  - Install and maintain temporary silt fences at the locations shown in the plans. Install the silt fences in the areas of clearing, grading, or drainage prior to starting those activities. Do not consider a silt fence temporary if the silt fence must function beyond the life of the contract. The silt fence shall prevent soil carried by runoff water from going beneath, through, or over the top of the silt fence, but shall allow the water to pass through the fence.
  - The minimum height of the top of silt fence shall be 2 feet and the maximum height shall be 2½ feet above the original ground surface.
  - Sew the silt fence fabric together at the point of manufacture, or at an approved location as determined by the Engineer, to form lengths as required. Locate all sewn seams at a support post. Alternatively, two sections of silt fence can be overlapped, provided the Contractor can demonstrate, to the satisfaction of the Engineer, that the overlap is long enough and adjacent fence sections are close enough together to prevent silt laden water from escaping through the fence at the overlap.
  - Attach the silt fence fabric on the up-slope side of the posts and support system with staples, wire, or in accordance with the manufacturer's recommendations. Attach the silt fence fabric to the posts in a manner that reduces the potential for geotextile tearing at the staples, wire, or other connection device. Silt fence back-up support for the fabric in the form of a wire or plastic mesh is dependent on the properties of the fabric selected for use. If wire or plastic back-up mesh is used, fasten the mesh

Volume 2 2- 118 Chapter 3

securely to the up-slope of the posts with the fabric being up-slope of the mesh backup support.

- Bury the fabric at the bottom of the fence in a trench to a minimum depth of 4 inches below the ground surface. Backfill the trench and tamp the soil in place over the buried portion of the fabric, such that no flow can pass beneath the fence and scouring can not occur. When wire or polymeric back-up support mesh is used, the wire or polymeric mesh shall extend into the trench a minimum of 3 inches.
- Drive fence posts in to a minimum depth of 18 inches. A minimum depth of 12 inches is allowed if topsoil or other soft subgrade soil is not present and a minimum depth of 18 inches cannot be reached. Increase fence post depths by 6 inches if the fence is located on slopes of 3H:1V or steeper and the slope is perpendicular to the fence. If required post depths cannot be obtained, adequately secure the posts by bracing or guying to prevent overturning of the fence due to sediment loading.
- Locate the silt fences on contour as much as possible, except at the ends of the fence, where the fence shall be turned uphill such that the silt fence captures the runoff water and prevents water from flowing around the end of the fence.
- If the fence must cross contours, with the exception of the ends of the fence, place gravel check dams perpendicular to the back of the fence to minimize concentrated flow and erosion along the back of the fence. The gravel check dams shall be approximately 1-foot deep at the back of the fence and be perpendicular to the fence at the same elevation until the top of the check dam intercepts the ground surface behind the fence. The gravel check dams shall consist of crushed surfacing base course, gravel backfill for walls, or shoulder ballast. Locate the gravel check dams every 10 feet along the fence where the fence must cross contours. The slope of the fence line where contours must be crossed shall not be steeper than 3H:1V.
- Use wood, steel or equivalent posts. Wood posts shall have minimum dimensions of 2 inches by 2 inches, minimum by 3 feet minimum length, and shall be free of defects such as knots, splits, or gouges. Steel posts shall consist of either size No. 6 rebar or larger, ASTM A120 steel pipe with a minimum diameter of 1-inch; U, T, L, or C shape steel posts with a minimum weight of 1.35 pounds per foot; or other steel posts having equivalent strength and bending resistance to the post sizes listed. The spacing of the support posts shall be a maximum of 6 feet.
- Fence back-up support, if used, shall consist of steel wire with a maximum mesh spacing of 2 inches, or a prefabricated polymeric mesh. The strength of the wire or polymeric mesh shall be equivalent to or greater than 180 pounds grab tensile strength. The polymeric mesh must be as resistant to ultraviolet radiation as the geotextile it supports.
- Specification details for silt fence installation using the slicing method follow. Refer to Figure 2 - 25 for slicing method details.
  - The base of both end posts must be at least 2 to 4 inches above the top of the silt fence fabric on the middle posts for ditch checks to drain properly. Use a hand level or string level, if necessary, to mark base points before installation.
  - Install posts 3 to 4 feet apart in critical retention areas and a maximum of 6 feet apart in standard applications. If wire backing is used, post spacing may be increased to 8foot maximum

Chapter 3 2- 119 Volume 2

July 2016 SWMM City of Tacoma

- Install posts 24 inches deep on the downstream side of the silt fence, and as close as possible to the fabric, enabling posts to support the fabric from upstream water pressure.
- Install posts with the nipples facing away from the silt fence fabric.
- Attach the fabric to each post with three ties, all spaced within the top 8 inches of the fabric. Attach each tie diagonally 45 degrees through the fabric, with each puncture at least 1 inch vertically apart. In addition, each tie should be positioned to hang on a post nipple when tightening to prevent sagging.
- Wrap approximately 6 inches of fabric around the end posts and secure with 3 ties.
- No more than 24 inches of a 36-inch fabric is allowed above ground level.
- The installation should be checked and corrected for any deviation before compaction. Use a flat-bladed shovel to tuck fabric deeper into the ground, if necessary.
- Compaction is vitally important for effective results. Compact the soil immediately
  next to the silt fence fabric with the front wheel of a tractor, skid steer, or roller
  exerting at least 60 pounds per square inch. Compact the upstream side first and then
  each side twice for a total of four trips.

Volume 2 2- 120 Chapter 3

#### 3.2.14.4 Maintenance Standards

- · Repair any damage immediately.
- If concentrated flows are evident uphill of the fence, intercept and convey them to a sediment pond
- It is important to check the uphill side of the fence for signs of the fence clogging, acting
  as a barrier to flow, and then causing channelization of flows parallel to the fence. If this
  occurs, replace the fence or remove the trapped sediment.
- Remove sediment deposits when the deposit reaches approximately one-third the height
  of the silt fence, or install a second silt fence.
- · If the filter fabric (geotextile) has deteriorated due to ultraviolet breakdown, replace it.

July 2016 SWMM City of Tacoma JOINTS IN FILTER FABRIC SHALL BE SPLICED AT POSTS, USE STAPLES, WIRE RINGS, OR EQUIVALENT TO ATTACH FABRIC TO POSTS. 2"x2" BY 14 Ca. WIRE OR EQUIVALENT, IF STANDARD STRENGTH FABRIC USED 6' MAX. MINIMUM 4"x4" TRENCH POST SPACING MAY BE INCREASED TO 8' IF WIRE BACKING IS USED 2"x2" WOOD POSTS, STEEL FENCE POSTS, REBAR, OR EQUIVALENT NOTE: FILTER FABRIC FENCES SHALL BE INSTALLED ALONG CONTOUR WHENEVER POSSIBLE 2"x2" BY 14 Ga. WIRE OR EQUIVALENT, IF STANDARD T STRENGTH FAERIC LISED FILTER FABRIC-M MIN MINIMUM 4"x4" TRENCH BACKFILL TRENCH WITH NATIVE SOIL OR 3/4"-1.5" WASHED GRAVEL 2"x2" WOOD POSTS, STEEL FENCE POSTS, REBAR, OR EQUIVALENT

Figure 2 - 24. Silt Fence

Volume 2 2- 122 Chapter 3

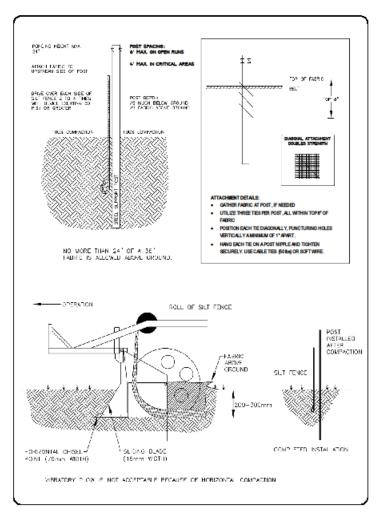


Figure 2 - 25. Silt Fence Installation by Slicing

Chapter 3 2- 123 Volume 2

# 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		
9%	8%	17%		

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

www.cityoftacoma.org/sbe www.omwbe.diversitycompliance.com\*

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

CCD/SBE: PW20-0360F Date of Record: 2.23.2021

<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 EQUITY IN CONTRACTING

Sections:	
1.07.010	Policy and purpose.
1.07.020	Definitions.
1.07.030	Discrimination prohibited.
1.07.040	Program administration.
1.07.050	Certification.
1.07.060	Program requirements.
1.07.070	Evaluation of submittals.
1.07.080	Contract compliance.
1.07.090	Program monitoring.
1.07.100	Enforcement.
1.07.110	Remedies.
1.07.120	Unlawful acts.
1.07.130	Severability.
1.07.140	Review of program.

#### 1.07.010 Policy and purpose.

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

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

#### 1.07.020 Definitions.

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

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

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

C. "City" means all Departments, Divisions and agencies of the City of Tacoma.

D. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

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

- F. "Goals" means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.
- G. "MWBE Certified business" (or "MWBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.
- H. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.
- I. "SBE Program Manager" means the individual appointed, from time to time, by the City's Community and Economic Development Director to administer the Program Regulations.
- J. "Program Regulations" shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.
- K. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.
- L. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.
- M. "Proposal" means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.
- N. "Public Works (or "Public Works and Improvements)" means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.
- O. "Quote" means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.
- P. "Respondent" means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.
- Q. "Services" means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City's Purchasing Policy Manual.
- R. "Submittal" means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.
- S. "Supplies" means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.
- T. "Tacoma Public Utilities Service Area" means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.
- (Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

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

#### 1.07.050 Certification.

- A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:
- 1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
- 2. The company can demonstrate that it also meets at least one of the following additional requirements:
- a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
- b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
- c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
- d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.060 Program requirements.

- A. The program shall meet the following requirements:
- 1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.
- 2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.
- B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:
- 1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
- 2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
- 3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
- 4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
- 5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.
- 6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.
- C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

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

#### 1.07.070 Evaluation of submittals.

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

- B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:
- 1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.
- 2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.
- 3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

- 4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.
- C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:
- 1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.
- a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.
- b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.
- 2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:
- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

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

#### 1.07.080 Contract compliance.

- A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:
- 1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
- 2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
- 3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.
- B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

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

#### 1.07.090 Program monitoring.

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

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

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

#### **1.07.100 Enforcement.**

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

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

#### 1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

- 1. Forfeit the contractor's bid bond and/or performance bond;
- 2. Publish notice of the contractor's noncompliance;
- 3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
- 4. Withhold funds due contractor until compliance is achieved; and/or
- 5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;
- B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.
- C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

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

#### 1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

#### 1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

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

# City of Tacoma

Equity In Contracting Program Regulations

# City of Tacoma Equity In Contracting Regulations Manual

Introduction	3
Goals/Requirements on Contracts	3
A. Requirements	3
Contract Compliance	3
A. Benefits	3
B. Requirements	3
C. Key Performance Indicators	4
Waivers	4
A. Benefits	4
B. Requirements	4
C. Compliance	5
D. Key Performance Indicators	5
Version History	5
Current Version	5
Previous Version(s)	5

### 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 contractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

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

Bidder's Name:								
Address:				City/State/Zip:				
Spec. No Base Bid * \$				Complete company names and phone numbers are required to verify your EIC usage.				
a. Company Name and T		b.	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %		<b>j.</b> WBE Utilization			lization %			
By signing and submitting	g this form the bidd	er certifies that the	EIC firms listed w	vill be used on this project	ct including all applica	ole change orders.		
Type or Print Name of Re	sponsible 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 contractor.
- 5. Column "d" The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.
- 6. Column "e" The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
- 8. Column "f" Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
- 9. Column "g" Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
- 10. Column "h" Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
- 11. Block "i" The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)
- 12. Block "j" The percent of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (\*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (\*) x 100 = EIC usage as a percent of the Base Bid.)

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

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

#### CITY OF TACOMA FINANCE/PURCHASING DIVISION

#### SPECIAL NOTICE TO BIDDERS

**Equity in Contracting – EIC** 

Equity in Contracting (EIC) forms and attachments must be fully and accurately completed and returned at the time of Bids. Failure to do so may result in the proposal being considered nonresponsive. These forms will be used to determine if the firm complies with Tacoma Municipal Code Chapter 1.07 and State Law.

Vendors for public works and improvement-type projects are required to be inclusive of Minority Owned Business Enterprises, Women-Owned Business Enterprises, and Small Business Enterprises. The criteria for determining whether inclusion has been made are set forth in the City's EIC regulations. Venders are also subject to the City's EIC ordinance and regulations pertaining to having an Equal Employment Opportunity policy prohibiting discrimination. Bids will be evaluated on an individual basis to determine compliance with this section. The EIC Utilization Form, when required, should accompany your submittal. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

Either the firm submitting the bid or the firms they plan to subcontract with, if qualified, may meet the percent requirements listed on the EIC Requirement Form.

Bidders unable to meet the percent requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations.

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

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

All SBE goals may be met by using DBEs or SBEs from the OMWBE list or the City of Tacoma SBE list.

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

www.cityoftacoma.org/sbe

<u>www.omwbe.diversitycompliance.com</u> – From this list, be sure check for certified MBE, WBE, MWBE, and SBE companies located in Pierce, King, Lewis, Mason, and Grays Harbor counties.

\*After December 31, 2020, the list of EIC eligible firms may only be accessed at www.omwbe.diversitycompliance.com

### **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:						
Contact Telephone No.:						
Section 2: Type of EIC Waiver	Requested					
MBE Waiver: □ Total	□ Partial	If partial waiver, ple revised MBE perce	ntage:			
WBE Waiver: ☐ Total	☐ Total ☐ Partial ☐ Partial waiver, please enter the revised WBE percentage:					
SBE Waiver: □ Total	SBE Waiver:     Total   Partial   If partial waiver, please enter the revised SBE percentage:					
Please explain the reason for th	e 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	•	•	ODE aminuta	المانيمياء		
☐ Attachment A. List of the g						
dates of publications soliciting for certified MWBE/SBE participation as a subcontractor/supplier and copies of such solicitation.					ici aliu	
□ <b>Attachment B.</b> List of the certified MWBEs/SBEs appearing in the State of Washington Office of						
Minority and Women Business Enterprise (OMWBE) directory that were solicited for this contract.						
Provide proof of dates or copies of the solicitations and copies of the responses made by the certified						
MWBEs/SBEs. Describe the specific reasons that responding certified MWBEs/SBEs were not						
selected.						
Attachment C. Descriptions of the contract documents/plans/specifications made available to						
certified MWBEs/SBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.						
■ Attachment D. Description of the negotiations between the contractor and certified MWBEs/SBEs						
for the purposes of complying with the EIC requirements of this contract.						
Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by the						
contractor, if any, scheduled by the City of Tacoma with certified MWBEs/SBEs whom the City of						
Tacoma determined were capable of fulfilling the EIC requirements set in the contract.						
☐ Attachment F. Other information deemed relevant to the request.						
Section 4: Signature and Con						
By signing and submitting this form, the contractor or department certifies that a good faith effort has					tort has	
been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance,						
non-responsibility, non-responsiveness, and a suspension or termination of the contract.						
1 7/						
Prepared by (signature): Date:						
Name and title of preparer (pr	int):					

#### 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

## LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

#### **LEAP REQUIREMENTS & PROCEDURES:**

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

#### Post-award Submittals:

- <u>Prime Contractor LEAP Utilization Plan</u> This form is to be completed and presented at the Pre-Construction Meeting.
- <u>LEAP Apprentice Verification Form</u> This form is to be completed for every qualifying Apprentice employee.

The forms above, LEAP Program Requirements, and all related LEAP documents can be accessed on the City of Tacoma LEAP website by navigating to LEAP Forms at the following link: <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 below \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5826. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, WA 98402.



City of Tacoma LEAP Office 747 Market Street, Room 900 Tacoma, WA 98402 Phone (253) 591-5826 FAX (253) 591-5232

#### **LEAP**

#### **Document Submittal Schedule**

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

- □ **LEAP Instructions and Goal Form**: brief overview of LEAP Program requirements
- □ **Prime Contractor** *LEAP* **Utilization Plan**: to be submitted at or by the Pre-Construction Meeting (*Required by Prime Contractor Only*)
- □ **LEAP Apprentice Verification Form**: to be submitted on an ongoing basis for each qualified Apprentice employee via LCP Tracker
- □ Tacoma Public Utilities Service Area List, Economically Distressed ZIP Codes List: for your reference on LEAP-qualified zoning areas

In addition, the LEAP Office will also require from the Prime Contractor and all its Subcontractors:

- □ Weekly Certified Payrolls: to be submitted weekly, biweekly or monthly via LCP Tracker
- □ **Document Verification**: provide required information when requested from LEAP Office

Please submit above documents as instructed by the Project Manager.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5826, Fax (253) 591-5232, or email **carmstrong@cityoftacoma.org**.

#### Chapter 1.90

#### LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

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

#### 1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.030 Definitions.**

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

- A. "Apprentice" shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. "Building Projects" shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. "City" shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. "Civil Projects" shall mean all Public Works or Improvements that are not defined as a "Building Project," provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. "Contractor or Service Provider" means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- <u>F.</u> "Director" shall mean the Director of Community and Economic Development, or the Director's Designee.
- G. "Economically Distressed ZIP Codes" shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:
  - 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
  - 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)

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

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

- H. "Electrical Utility" and "Water Utility" shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.
- I. "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.
- J. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.
- K. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.
- L. "Labor Hours" shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act 40 U.S.C. 276 (a).
- M. "LEAP Coordinator" shall mean the City of Tacoma staff member who administers LEAP.
- N. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described in this chapter.
- O. "LEAP Regulations" or "Regulations" shall mean the rules and practices established in this document.
- P. "LEAP Utilization Plan" shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.
- Q. "Priority Hire Resident" shall mean any resident within the Economically Distressed ZIP Codes.
- R. "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.
- S. "Public Work or Improvement" shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.
- T. "Resident of Tacoma" shall mean any person, not defined as a Resident of the Economically Distressed ZIP Codes within the Tacoma Public Utilities Service Area, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.
- U. "Service Area Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.
- V. "Service Area Water" or "Water Service Area" shall mean that area served with retail sales by the Water Utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the Water Utility.

- W. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."
- X. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.
- Y. "Tacoma Public Utilities Service Area" shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.
- Z. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

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

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

#### **1.90.040** LEAP goals.

A. Utilization Goals.

- 1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.
- a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.
- 2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).
- 3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.
- 4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

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

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

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

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

- 2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).
- C. LEAP Reports. Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

#### D. LEAP Goal Adjustments.

- 1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.
- a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.
- b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.
- 2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.
- 3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.
- E. Utilization Electrical Projects Outside Electrical Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the

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

- F. Utilization Water Projects Outside Water Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Water Utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.
- G. Utilization –Projects Outside Tacoma Public Utilities Service Area. Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.
- H. Emergency. This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.
- I. Conflict with State or Federal Requirements. If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

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

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

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

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

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

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

#### 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.080** Enforcement.

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

- B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.
- C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.
- D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

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

#### 1.90.090 Compliance with applicable law.

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

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

#### 1.90.100 Review and reporting.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### 1.90.105 **Authority.**

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

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

#### 1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)



## 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. hrs. hrs. hrs. hrs. Date hrs. Rejected hrs. Date hrs. hrs. hrs. hrs. **Totals** TOTAL hrs. Part C Provide a description of how the Contractor plans to ensure that the LEAP Utilization Goals on the project will be met. (Use additional sheets if necessary)

#### Part A

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

#### Part B

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

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

**LEAP Employee Categories:** Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, Economically Distressed Area Resident, Tacoma Public Utilities Service Area Apprentice Resident, WA State Apprentice \*(Contracts outside of TPU Service Area Only).

**Totals:** Total the number of hours in each of the five (5) columns.

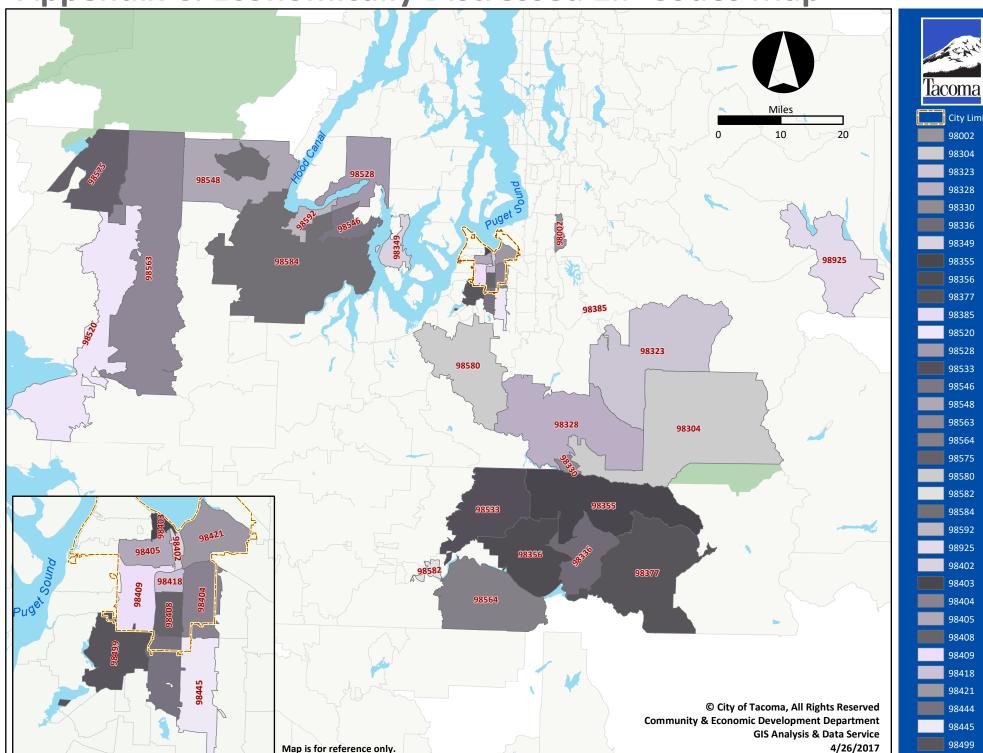
#### Part C

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

## No Work Performed (NWP) Report

Prime/Sub Contractor:		
Specification Number:		
Payroll Week Ending Date:		Payroll Number:
NO	WORK PERFORM	ED
I, the undersigned, do hereby cerherein is true and correct.	tify under penalty of perjury, that	the information contained
Signature of Responsible Officer	Title	Date

## **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	Υ	Υ		Kent	
98032	Υ	Υ		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		Y	Υ	Quinault	
98580		Υ	Υ	Roy	
98584	Υ	Υ		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

#### 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.
- 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.

Insurance Requirements
Template Revised 10/3/2019

Spec/Contract Number: PW20-0360F

Page 3 of 4

#### 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.

Spec/Contract Number: PW20-0360F Page **4** of **4**