



City of Tacoma
Department of Public Works

SPECIFICATION NO. PW21-0038F

Asphalt Plant Auger Replacement

Project No. PWK-00901-04

CITY OF TACOMA

**Tacoma Public Utilities
Tacoma Rail**

**REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND
CONTRACT**

FOR

**SPECIFICATION NO.
PW21-0038F**

Asphalt Plant Auger Replacement

PROJECT NO. PWK-00901-04



Chris N. Storey, P.E.
Engineering Division
Public Works Department

Room 544, Tacoma Municipal Building
Tacoma, Washington 98421-2711

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City of Tacoma
Public Works Engineering

REQUEST FOR BIDS PW21-0038F
Asphalt Plant Auger Replacement

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

By Carrier:

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

By Mail:

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

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

Submittals in response to a RFB will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at 3210 Center Street, Tacoma, Washington, 98409 at 1:00 PM on March 16, 2021 to answer questions regarding the project and provide prospective bidders a chance to examine the site. Prospective bidders are urged to attend.

Project Scope: This Contract shall generally consist of the removal of an auger feed unit from the Asphalt plants RAP/RAZ system to the plants mixing tower and replacing it with an conveyor belt.

Estimate: \$65,000

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

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

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 www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

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. **GENERAL RELEASE.**

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

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. PW21-0038F

ASPHALT PLANT AUGER REPLACEMENT

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. PW21-0038F and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 8-31	Remove and Dispose Auger and Install Conveyor System, Lump Sum	1 Lump Sum	Lump Sum	\$ _____
2. 8-01	Stormwater Pollution Prevention Plan (SWPPP), lump sum	1 Lump Sum	Lump Sum	\$ _____
3. 1-09.6	Force Account		Estimated	\$ 25,000.00
GRAND TOTAL (Base Bid [Items 1-2] plus Force Account)				\$ _____

Bidder Name: _____

Specification No. PW21-0038F

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. PW21-0038F Asphalt Plant Auger Replacement

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**March 10, 2021**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

☐ Yes ☐ No
If yes, provide an explanation of your
disqualification on a separate page.

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

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

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

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



City of Tacoma

City of Tacoma Contract No.: _____ Specification No.: _____

General Release to the City of Tacoma

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

Signed on this _____ day of _____, 20____.

Contractor Name

Contractor Authorized Signature

Title

Type or Print Signature Name

PART II

SPECIAL PROVISIONS

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1 **INTRODUCTION**
2 **(April 1, 2018 Tacoma GSP)**
3

4 The following special provisions shall be used in conjunction with the "2018 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State
7 Department of Transportation (WSDOT). State Standard Specifications are available
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or
9 may be downloaded, free of charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>
11

12 These Special Provisions are made up of both General Special Provisions (GSPs)
13 from various sources, which may have project-specific fill-ins; and project-specific
14 Special Provisions. Each Provision either supplements, modifies, or replaces the
15 comparable Standard Specification, or is a new Provision. The deletion,
16 amendment, alteration, or addition to any subsection or portion of the Standard
17 Specifications is meant to pertain only to that particular portion of the section, and in
18 no way should it be interpreted that the balance of the section does not apply.
19

20 The GSPs are labeled under the headers of each GSP, with the date of the GSP and
21 its source, as follows:
22

23 *(May 18, 2007 APWA GSP)*
24 *(August 7, 2006 WSDOT GSP)*
25 *(April 2, 2007 Tacoma GSP)*
26

27 The project specific Special Provisions are labeled under the headers of each
28 Special Provision as follows:
29 **(*****)**
30

31 A pre-bid conference will be held on site 3210 Center Street, Tacoma, Washington,
32 98409 at 1:00 PM on March 16 to answer questions regarding the project and
33 provide prospective bidders a chance to examine the site. Prospective bidders are
34 urged to attend.
35
36

37 **DESCRIPTION OF WORK**
38 **(*****)**
39

40 This Contract shall generally consist of *the removal of an auger feed unit from the*
41 *Asphalt plants RAP/RAS system to the plants mixing tower and replacing it with an*
42 *conveyor belt.*
43
44
45

46 **END OF SECTION**
47

1 **1-01 DEFINITIONS AND TERMS**

2
3 **1-01.3 Definitions**

4 **(January 4, 2016 APWA GSP)**

5
6 *Delete the heading Completion Dates and the three paragraphs that follow it, and*
7 *replace them with the following:*

8
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36
37 *Supplement this Section with the following:*

38
39 All references in the Standard Specifications, Amendments, or WSDOT General
40 Special Provisions, to the terms "Department of Transportation", "Washington State
41 Transportation Commission", "Commission", "Secretary of Transportation",
42 "Secretary", "Headquarters", and "State Treasurer" shall be revised to read
43 "Contracting Agency".

44
45 All references to the terms "State" or "state" shall be revised to read "Contracting
46 Agency" unless the reference is to an administrative agency of the State of
47 Washington, a State statute or regulation, or the context reasonably indicates
48 otherwise.

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

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

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for "Contract".

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

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

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

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

3
4 **Base Bid**

5 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding
6 Additives, Alternates, Deductives, Force Accounts, and taxes collected separately
7 pursuant to 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
16 the scope of the Contract Documents, and establishing the basis of payment and
17 time 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,
24 which may, at the discretion of the Contract Agency, be deducted from the Base Bid
25 should the 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,
29 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to
30 Section 1-07.2.

31
32 **Standard Specifications**

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

35
36
37 **END OF SECTION**
38
39

1 **1-02 BID PROCEDURES AND CONDITIONS**

2
3 **1-02.1 Prequalification of Bidders**

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

5
6 **1-02.1 Qualifications of Bidder**
7 **(January 24, 2011 APWA GSP)**

8
9 Before award of a public works contract, a bidder must meet at least the minimum
10 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and
11 qualified to be awarded a public works project.

12
13 **1-02.2 Plans and Specifications**
14 **(June 27, 2011 APWA GSP)**

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

16
17 Information as to where Bid Documents can be obtained or reviewed can be found in
18 the Call for Bids (Advertisement for Bids) for the work.

19
20 After award of the contract, plans and specifications will be issued to the Contractor
21 at no cost as detailed below:

22

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	2	Furnished only upon request.

23
24 Additional plans and Contract Provisions may be obtained by the Contractor from the
25 source stated in the Call for Bids, at the Contractor's own expense.

26
27 **1-02.4(1) General**
28 **(August 15, 2016 APWA GSP Option B)**

29
30 *The first sentence of the last paragraph is revised to read:*

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

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

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

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

16
17 The Contracting Agency reserves the right to arrange the proposal forms with
18 alternates and additives, if such be to the advantage of the Contracting Agency. The
19 bidder shall bid on all alternates and additives set forth in the Proposal Form unless
20 otherwise specified.

21
22 **1-02.6 Preparation of Proposal**
23 **1-02.6 Preparation of Proposal**
24 **(July 11, 2018 APWA GSP)**

25
26 *Supplement the second paragraph with the following:*

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

31
32 *Delete the last two paragraphs, and replace them with the following:*
33

34 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use
35 any Subcontractor to perform those items of work.
36

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

42
43 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any
44 manner.
45

46 A bid by a corporation shall be executed in the corporate name, by the president or a
47 vice president (or other corporate officer accompanied by evidence of authority to
48 sign).
49

1 A bid by a partnership shall be executed in the partnership name, and signed by a
2 partner. A copy of the partnership agreement shall be submitted with the Bid Form if
3 any UDBE requirements are to be satisfied through such an agreement.
4

5 A bid by a joint venture shall be executed in the joint venture name and signed by a
6 member of the joint venture. A copy of the joint venture agreement shall be
7 submitted with the Bid Form if any UDBE requirements are to be satisfied through
8 such an agreement.
9

10 **1-02.7 Bid Deposit**

11 **(April 1, 2012 Tacoma GSP)**

12 *Delete this section and replace it with the following:*
13

14 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This
15 deposit may be cash, certified check, cashier's check, or a proposal bond
16 (Surety bond). Any proposal bond shall be on a form acceptable to the
17 Contracting Agency and shall be signed by the Bidder and the Surety. A
18 proposal bond shall not be conditioned in any way to modify the minimum 5
19 percent required. The Surety shall: (1) be registered with the Washington
20 State Insurance Commissioner, and (2) appear on the current Authorized
21 Insurance List in the State of Washington published by the Office of the
22 Insurance Commissioner.
23

24 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the
25 Bid nonresponsive and shall cause the Bid to be rejected by the Contracting
26 Agency.
27

28 If a Bid Bond is furnished, the form furnished by the Contracting Agency must
29 be followed. No variations from the language thereof will be accepted.
30

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

35 **bonds will be delivered to:**
36

37 **City of Tacoma Procurement & Payables Division**
38 **Tacoma Public Utilities**
39 **P.O. Box 11007**
40 **Tacoma, WA 98411-0007**
41

42
43 If so stated in the Contract Provisions, cash will not be accepted for a bid
44 deposit.
45

1-02.9 Delivery of Proposal

Delete this section and replace it with the following:

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

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

- 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

Delete this section, and replace it with the following:

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

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

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

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

1-02.12 Public Opening of Proposals

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

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

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

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

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

1-02.13 Irregular Proposals (June 20, 2017 APWA 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 an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected if:
- a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

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

Delete this section and replace it with the following:

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

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

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

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

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

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

Revise this section to read:

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

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

END OF SECTION

1-03 AWARD AND EXECUTION OF CONTRACT

1-03.1 Consideration of Bids

(January 23, 2006 APWA GSP)

Revise the first paragraph to read:

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

1-03.2 Award of Contract

(March 27, 2003 Tacoma GSP)

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

1-03.3 Execution of Contract

(October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

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

3 *Delete the first paragraph and replace it with the following:*
4

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

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

36
37 **1-03.5 Failure to Execute Contract**
38 **(April 15, 2020 Tacoma GSP)**

39 *The first sentence is revised to read:*
40

41 Failure to return the insurance certification and bond with the signed contract as
42 required in Section 1-03.3, or failure to provide Equity In Contracting (EIC)
43 information if required in the contract, or failure or refusal to sign the Contract, or
44 failure to register as a contractor in the state of Washington shall result in forfeiture of
45 the bid bond or deposit of this Bidder
46

47
48 **END OF SECTION**
49

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

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

6 *Revise the second paragraph to read:*

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

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

18
19
20
21 **END OF SECTION**
22
23

1 **1-05 CONTROL OF WORK**

2
3 **1-05.3 Working Drawings**
4 **(January 13, 2011 Tacoma GSP)**

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

6
7 **1-05.3 Submittals**

8
9 The Contractor shall not install materials or equipment, which require submittals, until
10 reviewed by the Contracting Agency.

11
12 The Contractor shall submit four (4) copies to the Engineer of all submittals required
13 by the Contract Documents, unless otherwise required in these Special Provisions.
14 This includes, but is not limited to:

- 15 • Shop Drawings/Plans
- 16 • Product Data
- 17 • Samples
- 18 • Reports
- 19 • Material Submittals (Ref. 1-06)
- 20 • Progress Schedules (Ref. 1-08.3)
- 21 • Guarantees/Warranties (Ref. 1-05.10)

22
23 The Engineer will return one (1) copy to the Contractor.

24
25 **1-05.3(1) Submittal Schedule**

26
27 In conformance with section 1-08.3, the progress schedule shall be submitted and
28 reviewed prior to commencing any work.

29
30 No claim will be allowed for damages or extension of time resulting from rejection of
31 a submittal or the requirement of resubmittals as outlined by this section.

32
33 The Engineer's review will be completed as quickly as possible, but may require up
34 to ten (10) working days from the date the submittals or resubmittals are received
35 until they are sent to the Contractor. If more than ten (10) working days are required
36 for the Engineer's review of any individual submittal or resubmittal, an extension of
37 time will be considered in accordance with Section 1-08.8.

38
39 **1-05.3(2) Submittal Procedures**

40
41 Contractor submittals shall be in accordance with the following:

42
43 The Contractor shall thoroughly review each submittal for dimensions, quantities,
44 and details of the material or item shown. The Contractor shall review each
45 submittal and note any errors, omissions, or deviations with the Contract Documents.
46 The Contractor shall accept full responsibility for the completeness of each submittal.

47
48 Each submittal shall have a unique number assigned to it, and the transmittals shall
49 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: Asphalt Plant Auger Replacement
- Project Specification Number: PW21-0038F
- Project No. PWK-00901-04
- 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.

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

3
4 When the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH
5 COMMENTS", no additional copies need to be furnished. The Contractor shall
6 comply with any comments on the return submittal.

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

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

15
16 When corrected copies are resubmitted, the Contractor shall in writing direct specific
17 attention to all revisions and shall list separately any revision made other than those
18 called for by the Engineer on previous submittals. Resubmittals shall bear the
19 number of the original submittal followed by a letter (A, B, etc.) to indicate the
20 sequence of the resubmittal.

21
22 The Contractor shall revise returned submittals as required and resubmit until final
23 review is obtained.

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

27 28 **1-05.3(5) Submittal Requirements by Section** 29

30 The following is a summary of submittal requirements. This summary is not inclusive
31 of all submittal requirements. The Contractor shall review each individual section in
32 the applicable provisions or specifications, as noted below, for specific requirements.
33

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

2

3

1-05.3(6) Project Red Line Drawings

4

5

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

6

7

8

9

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.

10

11

12

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.

13

14

15

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

16

17

18

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.

19

20

21

22

23

24

25

26

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

27

28

29

A. Project Red Line Drawings:

30

31

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.

32

33

34

35

36

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.
2. Identify cover sheets as follows:
 - Specification No.
 - Project Name
 - Date
 - "PROJECT RED LINE DRAWINGS"
 - Name of Engineer
 - Name of Contractor
3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings and submit, on a CD-R, in pdf format.

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, maintaining, and submitting red line drawings at the completion of construction work.

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

2 *Add the following two new sub-sections:*

3
4 **1-05.4(1) Roadway and Utility Surveys**
5 **(October 1, 2005 APWA GSP)**
6

7 The Engineer shall furnish to the Contractor one time only all principal lines, grades,
8 and measurements the Engineer deems necessary for completion of the work.

9 These shall generally consist of one initial set of:

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

15
16 On alley construction projects with minor grade changes, the Engineer shall provide
17 only offset hubs on one side of the alley to establish the alignment and grade.

18
19 **1-05.4(2) Bridge and Structure Surveys**
20 **(October 1, 2005 APWA GSP)**
21

22 For all structural work such as bridges and retaining walls, the Contractor shall retain
23 as a part of Contractor's organization an experienced team of surveyors.

24
25 The Contractor shall provide all surveys required to complete the structure, except
26 the following primary survey control which will be provided by the Engineer:

- 27 1. Centerline or offsets to centerline of the structure.
28 2. Stations of abutments and pier centerlines.
29 3. A sufficient number of bench marks for levels to enable the Contractor to set
30 grades at reasonably short distances.
31 4. Monuments and control points as shown in the Plans.

32
33 The Contractor shall establish all secondary survey controls, both horizontal and
34 vertical, as necessary to assure proper placement of all project elements based on
35 the primary control points provided by the Engineer. Survey work shall be within the
36 following tolerances:

37 Stationing	+.01 foot
38 Alignment	+.01 foot (between successive points)
39 Superstructure Elevations	+.01 foot (from plan elevations)
40 Substructure Elevations	+.05 foot (from plan elevations)

41
42 During the progress of the work, the Contractor shall make available to the Engineer
43 all field books including survey information, footing elevations, cross sections and
44 quantities.

45
46 The Contractor shall be fully responsible for the close coordination of field locations
47 and measurements with appropriate dimensions of structural members being
48 fabricated.

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

3 *Supplement this section with the following:*
4

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

10
11 If the Contractor fails to comply with a written order to remedy what the Engineer
12 determines to be an emergency situation, the Engineer may have the defective and
13 unauthorized work corrected immediately, have the rejected work removed and
14 replaced, or have work the Contractor refuses to perform completed by using
15 Contracting Agency or other forces. An emergency situation is any situation when, in
16 the opinion of the Engineer, a delay in its remedy could be potentially unsafe, or
17 might cause serious risk of loss or damage to the public.

18
19 Direct or indirect costs incurred by the Contracting Agency attributable to correcting
20 and remedying defective or unauthorized work, or work the Contractor failed or
21 refused to perform, shall be paid by the Contractor. Payment will be deducted by the
22 Engineer from monies due, or to become due, the Contractor. Such direct and
23 indirect costs shall include in particular, but without limitation, compensation for
24 additional professional services required, and costs for repair and replacement of
25 work of others destroyed or damaged by correction, removal, or replacement of the
26 Contractor's unauthorized work.

27
28 No adjustment in Contract time or compensation will be allowed because of the delay
29 in the performance of the work attributable to the exercise of the Contracting
30 Agency's rights provided by this Section.

31
32 The rights exercised under the provisions of this section shall not diminish the
33 Contracting Agency's right to pursue any other avenue for additional remedy or
34 damages with respect to the Contractor's failure to perform the work as required.
35

36 **1-05.11 Final Inspection**

37 *Delete this section and replace it with the following:*
38

39 **1-05.11 Final Inspections and Operational Testing**
40 **(October 1, 2005 APWA GSP)**

41
42 **1-05.11(1) Substantial Completion Date**
43

44 When the Contractor considers the work to be substantially complete, the Contractor
45 shall so notify the Engineer and request the Engineer establish the Substantial
46 Completion Date. The Contractor's request shall list the specific items of work that
47 remain to be completed in order to reach physical completion. The Engineer will
48 schedule an inspection of the work with the Contractor to determine the status of
49 completion. The Engineer may also establish the Substantial Completion Date
50 unilaterally.
51

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

7
8 Upon receipt of written notice concurring in or denying substantial completion,
9 whichever is applicable, the Contractor shall pursue vigorously, diligently and without
10 unauthorized interruption, the work necessary to reach Substantial and Physical
11 Completion. The Contractor shall provide the Engineer with a revised schedule
12 indicating when the Contractor expects to reach substantial and physical completion
13 of the work.

14
15 The above process shall be repeated until the Engineer establishes the Substantial
16 Completion Date and the Contractor considers the work physically complete and
17 ready for final inspection.

18 19 **1-05.11(2) Final Inspection and Physical Completion Date**

20
21 When the Contractor considers the work physically complete and ready for final
22 inspection, the Contractor by written notice, shall request the Engineer to schedule a
23 final inspection. The Engineer will set a date for final inspection. The Engineer and
24 the Contractor will then make a final inspection and the Engineer will notify the
25 Contractor in writing of all particulars in which the final inspection reveals the work
26 incomplete or unacceptable. The Contractor shall immediately take such corrective
27 measures as are necessary to remedy the listed deficiencies. Corrective work shall
28 be pursued vigorously, diligently, and without interruption until physical completion of
29 the listed deficiencies. This process will continue until the Engineer is satisfied the
30 listed deficiencies have been corrected.

31
32 If action to correct the listed deficiencies is not initiated within 7 days after receipt of
33 the written notice listing the deficiencies, the Engineer may, upon written notice to
34 the Contractor, take whatever steps are necessary to correct those deficiencies
35 pursuant to Section 1-05.7.

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

39
40 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
41 Contracting Agency, in writing, of the date upon which the work was considered
42 physically complete. That date shall constitute the Physical Completion Date of the
43 Contract, but shall not imply acceptance of the work or that all the obligations of the
44 Contractor under the contract have been fulfilled.

45 46 **1-05.11(3) Operational Testing**

47
48 It is the intent of the Contracting Agency to have at the Physical Completion Date a
49 complete and operable system. Therefore when the work involves the installation of
50 machinery or other mechanical equipment; street lighting, electrical distribution or
51 signal systems; irrigation systems; buildings; or other similar work it may be desirable

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

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

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

Add the following new section:

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

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

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

3 *Revise the second paragraph to read:*

4
5 All correspondence from the Contractor shall be directed to the Project Engineer. All
6 correspondence from the Contractor constituting any notification, notice of protest,
7 notice of dispute, or other correspondence constituting notification required to be
8 furnished under the Contract, must be in paper format, hand delivered or sent via
9 mail delivery service to the Project Engineer's office. Electronic copies such as e-
10 mails or electronically delivered copies of correspondence will not constitute such
11 notice and will not comply with the requirements of the Contract.
12

13 *Add the following new section:*

14
15 **1-05.16 Water and Power**
16 **(October 1, 2005 APWA GSP)**
17

18 The Contractor shall make necessary arrangements, and shall bear the costs for
19 power and water necessary for the performance of the work, unless the Contract
20 includes power and water as a pay item.
21
22
23

SUBMITTAL TRANSMITTAL FORM

Asphalt Plant Auger Replacement

Project Number PWK-00901-04

Specification No. PW21-0038F

ATTN: Construction Division

Date: _____

Submittal Number _____

Specification Number _____

Bid Item No. _____

Submittal Description _____

We are sending you:

Copies	Date	Page	Description

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

Remarks:

Certify Either A or B:

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

Certified By: _____

Signature

END OF SECTION

1 **1-06 CONTROL OF MATERIAL**

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

5 *The first sentence is revised to read:*

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

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

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

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

24
25 **1-06.1(1) Qualified Products List (QPL)**

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

27
28 QPL's are not accepted by the City.

29
30 **1-06.1(2) Request for Approval of Material (RAM)**

31 *This section is deleted in its entirety.*

32
33 **END OF SECTION**
34

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

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

5 *Supplement this section with the following:*

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

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

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

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

33
34 **1-07.2 State Taxes**
35 **(January 6, 2015 TACOMA GSP)**

36 *Supplement this section with the following:*

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

41
42 **1-07.2 State Tax**
43 **(June 27, 2011 APWA GSP)**

44
45 The Washington State Department of Revenue has issued special rules on the State
46 sales tax. Sections 1-07.2(1) through 1-07.2(3) are meant to clarify those rules. The
47 Contractor should contact the Washington State Department of Revenue for answers
48 to questions in this area. The Contracting Agency will not adjust its payment if the
49 Contractor bases a bid on a misunderstood tax liability.
50

1 The Contractor shall include all Contractor-paid taxes in the unit bid prices or other
2 contract amounts. In some cases, however, state retail sales tax will not be
3 included. Section 1-07.2(2) describes this exception.
4

5 The Contracting Agency will pay the retained percentage (or release the Contract
6 Bond if a FHWA-funded Project) only if the Contractor has obtained from the
7 Washington State Department of Revenue a certificate showing that all contract-
8 related taxes have been paid (RCW 60.28.051). The Contracting Agency may
9 deduct from its payments to the Contractor any amount the Contractor may owe the
10 Washington State Department of Revenue, whether the amount owed relates to this
11 contract or not. Any amount so deducted will be paid into the proper State fund.
12

13 **1-07.2(1) State Sales Tax — Rule 171**

14
15 WAC 458-20-171, and its related rules, apply to building, repairing, or improving
16 streets, roads, etc., which are owned by a municipal corporation, or political
17 subdivision of the state, or by the United States, and which are used primarily for foot
18 or vehicular traffic. This includes storm or combined sewer systems within and
19 included as a part of the street or road drainage system and power lines when such
20 are part of the roadway lighting system. For work performed in such cases, the
21 Contractor shall include Washington State Retail Sales Taxes in the various unit bid
22 item prices, or other contract amounts, including those that the Contractor pays on
23 the purchase of the materials, equipment, or supplies used or consumed in doing the
24 work.
25

26 **1-07.2(2) State Sales Tax — Rule 170**

27
28 WAC 458-20-170, and its related rules, apply to the constructing and repairing of
29 new or existing buildings, or other structures, upon real property. This includes, but
30 is not limited to, the construction of streets, roads, highways, etc., owned by the state
31 of Washington; water mains and their appurtenances; sanitary sewers and sewage
32 disposal systems unless such sewers and disposal systems are within, and a part of,
33 a street or road drainage system; telephone, telegraph, electrical power distribution
34 lines, or other conduits or lines in or above streets or roads, unless such power lines
35 become a part of a street or road lighting system; and installing or attaching of any
36 article of tangible personal property in or to real property, whether or not such
37 personal property becomes a part of the realty by virtue of installation.
38

39 For work performed in such cases, the Contractor shall collect from the Contracting
40 Agency, retail sales tax on the full contract price. The Contracting Agency will
41 automatically add this sales tax to each payment to the Contractor. For this reason,
42 the Contractor shall not include the retail sales tax in the unit bid item prices, or in
43 any other contract amount subject to Rule 170, with the following exception.
44

45 Exception: The Contracting Agency will not add in sales tax for a payment the
46 Contractor or a subcontractor makes on the purchase or rental of tools, machinery,
47 equipment, or consumable supplies not integrated into the project. Such sales taxes
48 shall be included in the unit bid item prices or in any other contract amount.
49

1 **1-07.2(3) Services**

2
3 The Contractor shall not collect retail sales tax from the Contracting Agency on any
4 contract wholly for professional or other services (as defined in Washington State
5 Department of Revenue Rules 138 and 244).
6

7 **1-07.9 Wages**

8
9 **1-07.9(5) Required Documents**

10 **(March 1, 2004 Tacoma GSP)**

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

12
13 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
14 subcontractors or agents.
15

16 *This section is supplemented with the following:*

17
18 Where fringe benefits are paid in cash, certified payrolls shall include the fringe
19 benefit dollar amount paid to each employee for each employee classification.
20

21 Where fringe benefits are paid into approved plans, funds, or programs, the amount
22 of the fringe benefits shall be identified in the "Benefit Distribution" section of the
23 Certified Payroll Affirmation form.
24

25 **1-07.15 Temporary Water Pollution/Erosion Control**

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

27 *This section is supplemented with the following:*

28
29 Stormwater or dewatering water that has come in contact with concrete rubble,
30 concrete pours, or cement treated soils shall be maintained to pH 8.5 or less before it
31 is allowed to enter waters of the State or the City stormwater system. If pH exceeds
32 8.5, the Contractor shall immediately discontinue work and initiate treatment
33 according to the plan to lower the pH. Work may resume, with treatment, once the
34 pH of the stormwater is 8.5 or less or it can be demonstrated that the runoff will not
35 reach surface waters or the City stormwater system.
36

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

that generates the process water. A Special Approved Discharge permit shall be required for all discharges to the sanitary sewer system.

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

This section is revised to read:

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

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

Implementation Requirements

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

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

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

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

SPCC Plan Element Requirements

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

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

2. Spill Reporting
List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill. The City of Tacoma contact will be the Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.
3. Project and Site Information
Describe the following items:
 - A. The project Work.
 - B. The site location and boundaries.
 - C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
 - 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.

- 1 G. Daily inspection and cleanup procedures that ensure all equipment used
2 below the ordinary high water line is free of all external petroleum-based
3 products.
4 H. Refueling procedures for equipment that cannot be moved from below the
5 ordinary high water line.
6
7 8. Spill Response
8 Outline the response procedures the Contractor will follow for each scenario
9 listed below. Include a description of the actions the Contractor shall take and the
10 specific on-site spill response equipment that shall be used to assess the spill,
11 secure the area, contain and eliminate the spill source, and clean up and dispose
12 of spilled and contaminated material.
13
14 Response procedures shall be outlined in the Spill Response section and shall
15 include notification to the City of Tacoma Wastewater Treatment Plant
16 Operations number at 253.591.5595 and the City Source Control Spill Response
17 number at 253.502.2222.
18
19 A. A spill of each type of hazardous material at each location identified in 4,
20 above.
21 B. Stormwater that has come into contact with hazardous materials.
22 C. Drainage pathways from the site, including both stormwater and sanitary
23 conveyance pathways.
24 D. A release or spill of any unknown pre-existing contamination and contaminant
25 sources (such as buried pipes or tanks) encountered during project Work.
26 E. A spill occurring during Work with equipment used below the ordinary high
27 water line.
28
29 If the Contractor will use a Subcontractor for spill response, provide contact
30 information for the Subcontractor under item 1 (above), identify when the
31 Subcontractor will be used, and describe actions the Contractor shall take while
32 waiting for the Subcontractor to respond.
33
34 9. Project Site Map
35 Provide a map showing the following items:
36
37 A. Site location and boundaries.
38 B. Site access roads.
39 C. Drainage pathways from the site.
40 D. Nearby waterways and sensitive areas.
41 E. Hazardous materials, equipment, and decontamination areas identified in 4,
42 above.
43 F. Pre-existing contamination or contaminant sources described in 5, above.
44 G. Spill prevention and response equipment described in 7 and 8, above.
45
46 10. Spill Report Forms
47 Provide a copy of the spill report form(s) that the Contractor will use in the event
48 of a release or spill.
49
50
51

Payment

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

“SPCC Plan,” lump sum.

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

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

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

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

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

1-07.16 Protection and Restoration of Property

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

This section is supplemented with the following:

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

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

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

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

2 **(March 7, 2017 Tacoma GSP)**

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

4
5 Public and private utilities or their Contractors will furnish all work necessary to
6 adjust, relocate, replace, or construct their facilities unless otherwise provided for in
7 the Plans or these Special Provisions. Such adjustment, relocations, replacement,
8 or construction will be done within the time for performance of this project. The
9 Contractor shall coordinate their work with such adjustment, relocation, or
10 replacement of utility work. This may require the Contractor to phase their work in a
11 manner that will allow for the utility work.

12
13 The Contractor shall coordinate their work with all utilities and other organizations,
14 which have to adjust or revise their facilities within the project area. These may
15 include, but are not limited to:

- 16
17
 - City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
 - 18 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
 - 19 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
 - 20 • CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
 - 21 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
 - 22 OR Amber Uhls, Gas, phone: (253) 476-6137
 - 23 • CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
 - 24 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955
 - 25 • AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425)
 - 26 896-9830
 - 27 • Level 3 Communications, Level3NetworkRelocations@Level3.com
 - 28 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
 - 29 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
 - 30 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123

31
32 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or
33 other electric or water utility structure owned by the City of Tacoma, the Contractor
34 shall contact the City of Tacoma, Department of Public Utilities, Field Coordinator,
35 telephone number 502-8044, and arrange for an inspection before proceeding. The
36 Contractor shall perform, at the Contractor's expense, such additional work as is
37 required to protect the pole or structure from subsidence. The Contractor may be
38 directed to suspend work at the site of any such excavation until such utility
39 structures are adequately protected.

40
41 **1-07.18 Public Liability and Property Damage Insurance**

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

43
44 **1-07.18 Insurance**

45 **(December 17, 2019 Tacoma GSP)**

46
47 During the course and performance of the services herein specified, the Contractor
48 will maintain the insurance coverage in the amounts and in the manner specified in
49 the City of Tacoma Insurance Requirements as is applicable to the services and

1 deliverables provided under this Contract. The City of Tacoma Insurance
2 Requirements document is fully incorporated herein by reference.

3
4 Failure by the Contracting Agency to identify a deficiency in the insurance
5 documentation provided by the Contractor or failure of the Contracting Agency to
6 demand verification of coverage or compliance by the Contractor with these
7 insurance requirements shall not be construed as a waiver of the Contractor's
8 obligation to maintain such insurance.

9
10 **1-07.24 Rights of Way**
11 **(July 23, 2015 APWA GSP)**

12
13 *Delete this section and replace it with the following:*

14
15 Street Right of Way lines, limits of easements, and limits of construction permits are
16 indicated in the Plans. The Contractor's construction activities shall be confined
17 within these limits, unless arrangements for use of private property are made.

18
19 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights
20 of way and easements, both permanent and temporary, necessary for carrying out
21 the work. Exceptions to this are noted in the Bid Documents or will be brought to the
22 Contractor's attention by a duly issued Addendum.

23
24 Whenever any of the work is accomplished on or through property other than public
25 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of
26 any easement agreement obtained by the Contracting Agency from the owner of the
27 private property. Copies of the easement agreements may be included in the
28 Contract Provisions or made available to the Contractor as soon as practical after
29 they have been obtained by the Engineer.

30
31 Whenever easements or rights of entry have not been acquired prior to advertising,
32 these areas are so noted in the Plans. The Contractor shall not proceed with any
33 portion of the work in areas where right of way, easements or rights of entry have not
34 been acquired until the Engineer certifies to the Contractor that the right of way or
35 easement is available or that the right of entry has been received. If the Contractor
36 is delayed due to acts of omission on the part of the Contracting Agency in obtaining
37 easements, rights of entry or right of way, the Contractor will be entitled to an
38 extension of time. The Contractor agrees that such delay shall not be a breach of
39 contract.

40
41 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
42 This includes entry onto easements and private property where private
43 improvements must be adjusted.

44
45 The Contractor shall be responsible for providing, without expense or liability to the
46 Contracting Agency, any additional land and access thereto that the Contractor may
47 desire for temporary construction facilities, storage of materials, or other Contractor
48 needs. However, before using any private property, whether adjoining the work or
49 not, the Contractor shall file with the Engineer a written permission of the private
50 property owner, and, upon vacating the premises, a written release from the property
51 owner of each property disturbed or otherwise interfered with by reasons of

1 construction pursued under this contract. The statement shall be signed by the
2 private property owner, or proper authority acting for the owner of the private
3 property affected, stating that permission has been granted to use the property and
4 all necessary permits have been obtained or, in the case of a release, that the
5 restoration of the property has been satisfactorily accomplished. The statement shall
6 include the parcel number, address, and date of signature. Written releases must be
7 filed with the Engineer before the Completion Date will be established.
8

9
10 **END OF SECTION**
11
12
13

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

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

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

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

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

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

27
28 *Add the following new section:*

29 **1-08.0(2) Hours of Work**
30 **(March 3, 2008 Tacoma GSP)**
31

32 Except in the case of emergency or unless otherwise approved by the Contracting
33 Agency, the normal straight time working hours for the contract shall be any
34 consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a
35 maximum 1-hour lunch break and a 5-day work week. The normal straight time 8-
36 hour working period for the contract shall be established at the preconstruction
37 conference or prior to the Contractor commencing the work.
38

39 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before
40 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the
41 Engineer for permission to work such times. Permission to work longer than an 8-
42 hour period between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be
43 submitted to the Engineer no later than noon on the working day prior to the day for
44 which the Contractor is requesting permission to work.
45

46 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays
47 and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may
48 also be subject to noise control requirements. Approval to continue work during
49 these hours may be revoked at any time the Contractor exceeds the Contracting
50 Agency's noise control regulations or complaints are received from the public or
51 adjoining property owners regarding the noise from the Contractor's operations. The

Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

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

Add the following new section:

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

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

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

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

The eighth paragraph is revised to read:

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

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

Delete the eighth paragraph.

Revise the ninth paragraph to read:

1 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,
2 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.
3 Whenever the Contractor withholds payment to a Subcontractor for any reason
4 including disputed amounts, the Contractor shall provide notice within 10 calendar
5 days to the Subcontractor with a copy to the Contracting Agency identifying the
6 reason for the withholding and a clear description of what the Subcontractor must do
7 to have the withholding released. Retainage withheld by the Contractor prior to
8 completion of the Subcontractors work is exempt from reporting as a payment
9 withheld and is not included in the withheld amount. The Contracting Agency's copy
10 of the notice to Subcontractor for deferred payments shall be submitted to the
11 Engineer concurrently with notification to the Subcontractor.
12

13 **1-08.4 Prosecution of Work**

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

16 **1-08.4 Notice to Proceed and Prosecution of Work** 17 **(July 23, 2015 APWA GSP)** 18

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

30 When shown in the Plans, the first order of work shall be the installation of high
31 visibility fencing to delineate all areas for protection or restoration, as described in
32 the Contract. Installation of high visibility fencing adjacent to the roadway shall occur
33 after the placement of all necessary signs and traffic control devices in accordance
34 with 1-10.1(2). Upon construction of the fencing, the Contractor shall request the
35 Engineer to inspect the fence. No other work shall be performed on the site until the
36 Contracting Agency has accepted the installation of high visibility fencing, as
37 described in the Contract.
38

39 **1-08.5 Time for Completion** 40 **(March 16, 2016 Tacoma GSP)**

41 *Revise the third and fourth paragraphs to read:*
42

43 Contract time shall begin on the first working day following the Notice to Proceed
44 Date.
45

46 Each working day shall be charged to the contract as it occurs, until the contract
47 work is physically complete. If substantial completion has been granted and all the
48 authorized working days have been used, charging of working days will cease. Each
49 week the Engineer will provide the Contractor a statement that shows the number of
50 working days: (1) charged to the contract the week before; (2) specified for the
51 physical completion of the contract; and (3) remaining for the physical completion of
52 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 100 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 Contract.

END OF SECTION

1 **1-09 MEASUREMENT AND PAYMENT**

2
3 **1-09.6 Force Account**

4 **(October 10, 2008 APWA GSP)**

5 *Supplement this Section with the following:*

6
7 The Contracting Agency has estimated and included in the Proposal, dollar amounts
8 for all items to be paid per force account, only to provide a common proposal for
9 Bidders. All such dollar amounts are to become a part of Contractor's total bid.
10 However, the Contracting Agency does not warrant expressly or by implication, that
11 the actual amount of work will correspond with those estimates. Payment will be
12 made on the basis of the amount of work actually authorized by Engineer.

13
14 **(January 13, 2011 Tacoma GSP)**

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

16
17 The Contractor shall submit a comprehensive summary list of all equipment
18 anticipated to be used on the project and their associated AGC/WSDOT Equipment
19 Rental Rates. The list shall include the contractor's equipment number, make,
20 model, year, operation rate, standby rate, applicable attachments and any other
21 applicable information necessary to determine the applicable rates in accordance
22 with this section. In addition, the contractor shall submit an Equipment Watch rate
23 sheet (www.equipmentwatch.com) for each piece of equipment in the summary list.
24 Access to the Equipment Watch web site is available at the City's Construction
25 Management Office.
26

27 **1-09.9 Payments**

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

29
30 *Delete the first four paragraphs and replace them with the following:*

31
32 The basis of payment will be the actual quantities of Work performed according to
33 the Contract and as specified for payment.

34
35 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
36 Preconstruction Conference, to enable the Project Engineer to determine the Work
37 performed on a monthly basis. A breakdown is not required for lump sum items that
38 include a basis for incremental payments as part of the respective Specification.
39 Absent a lump sum breakdown, the Project Engineer will make a determination
40 based on information available. The Project Engineer's determination of the cost of
41 work shall be final.

42
43 Progress payments for completed work and material on hand will be based upon
44 progress estimates prepared by the Engineer. A progress estimate cutoff date will
45 be established at the preconstruction conference.

46
47 The initial progress estimate will be made not later than 30 days after the Contractor
48 commences the work, and successive progress estimates will be made every month
49 thereafter until the Completion Date. Progress estimates made during progress of
50 the work are tentative, and made only for the purpose of determining progress

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

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

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

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

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

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

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

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

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

37
38 **1-09.9(1) Retainage**
39 **(May 10, 2006 Tacoma GSP)**

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

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

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

3 *Revise the third paragraph to read:*
4

5 The Contracting Agency and the Contractor mutually agree to be bound by the
6 decision of the arbitrator, and judgment upon the award rendered by the arbitrator
7 may be entered in the Superior Court of the county in which the Contracting
8 Agency's headquarters are located. The decision of the arbitrator and the specific
9 basis for the decision shall be in writing. The arbitrator shall use the contract as a
10 basis for decisions.
11

12
13 **END OF SECTION**
14
15
16

1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**
2 **(April 1, 2018 Tacoma GSP)**
3

4 **8-01.1 Description**

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

7 The City of Tacoma Stormwater Management Manual is available on the City's
8 website at www.cityoftacoma.org/stormwatermanual.
9

10 **8-01.3(1)A Submittals**

11 *This section is revised to read:*
12

13 TESC Plans and SWPPP Reports that are modified by the Contractor shall be
14 reviewed and approved by the Project Engineer before implementation. The
15 Contractor shall allow 5 working days for the Project Engineer to review any original
16 or revised TESC Plans or SWPPP reports. Failure to approve all or part of any such
17 Plan shall not make the Contracting Agency liable to the Contractor for any Work
18 delays.
19

20 Option B.
21

22 The Contractor shall prepare and implement a project-specific Construction
23 Stormwater Pollution Prevention Plan (SWPPP) in accordance with the City of
24 Tacoma Stormwater Management Manual (SWMM), Volume 2. The SWPPP is a
25 document that describes the potential for pollution problems on a construction site
26 and explains and illustrates the measures to be taken on the construction site to
27 control those problems.
28

29 The Construction SWPPP shall be prepared as a stand-alone document consisting
30 of two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary
31 Erosion and Sediment Control (TESC) Plans.
32

33 The SWPPP is considered a "living" document that shall be revised to account for
34 additional erosion control/pollution prevention BMPs as they become necessary and
35 are implemented in the field during project construction. A copy of the most current
36 SWPPP and TESC Plan shall remain on-site at all times and an additional copy shall
37 be forwarded to the Engineer. At the Contractor's preference, revisions to the
38 SWPPP and TESC Plan may be forwarded to the Engineer rather than submitting a
39 complete document. Revisions to the SWPPP and TESC Plan may be kept on-site
40 in a file along with the original SWPPP document.
41

42 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports
43 or forms per 8-01.3(1) B to the Project Engineer no later than the end of the next
44 working day following the inspection.
45

46 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

47 *This section is revised to read:*
48

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

1 a current Certified Professional in Erosion and Sediment Control (CPESC) certificate
2 from a course approved by the Washington State Department of Ecology. The
3 CESCL or CPESC shall be listed on the Emergency Contact List required under
4 Section 1-05.13(1).
5

6 The CESCL or CPESC shall direct implementation of the measures identified in the
7 SWPPP and as shown on the TESC plan. Implementation shall include, but is not
8 limited to the following:
9

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

41
42 Upon request, the file shall be provided to the Engineer for review.
43

44 **8-01.3(1)C Water Management**

45 *This section is revised to read:*
46

47 **General.** The Contractor is responsible for keeping excavations free from standing
48 water during construction and disposing of the water in a manner that will not cause
49 pollution, injury to public or private property, or cause a nuisance to the public.
50 Groundwater flowing toward, into, or within excavations shall be controlled to prevent
51 sloughing of excavation walls, boils, uplift, and heave in the excavation, and to
52 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.

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

Requirements for Dewatering Water Discharge to the Storm Sewer System.

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

Requirements for Dewatering Water Discharge to the Sanitary Sewer System.

Prior to discharge of dewatering water to the City’s sanitary sewer system, sediment control BMPs must be employed. Groundwater discharges to the sanitary sewer system shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis may be completed by the City Lab with a three-day turnaround, or by a third party laboratory at no additional cost to the City.

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

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

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

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

8-01.3(7) Stabilized Construction Entrance

The third paragraph is revised to read:

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

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

2 *The third paragraph is revised to read:*

3
4 Street washing with water shall not be permitted.

5
6 **8-01.3(9)D Inlet Protection**

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

8
9 When the depth of accumulated sediment and debris reaches approximately 1/3 the
10 height of an internal device or 1/3 the height of the external device (or less when so
11 specified by the manufacturer), or as designated by the Engineer, the sediment and
12 debris shall be removed and disposed of per SWMM BMP C220 or as specified on
13 the Plans or within the SWPPP.

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

16
17 Only bag-type filters are allowed for use in the public right of way.

18
19 **8-01.3(10) Wattles**

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

21
22 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On
23 loose soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches
24 deep, or 1/2 to 2/3 the thickness of the wattle.

25
26 **8-01.4 Measurement**

27 *The third paragraph is revised to read:*

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

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

33
34 No specific unit of measurement shall apply to the lump sum item "Stormwater
35 Pollution Prevention Plan (SWPPP)".

36
37 No specific unit of measurement shall apply to the lump sum item "Dewatering Plan".

38
39 *Add the following new sections:*

40
41 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

42
43 When the bid Proposal contains the item "Erosion/Water Pollution Control", there will
44 be no measurement of unit items for Work defined by Section 8-01.4 except as
45 described in Section 8-01.4(2). Also, except as described in Section 8-01.4(2), all of
46 Sections 8-01.4 and 8-01.5 are deleted.

47
48 **8-01.4(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

49
50 The Contract Provisions may establish the project as lump sum, in accordance with
51 section 8-01.4(1) and also include one or more of the items included above in section
52 8-01.4. When that occurs, the corresponding measurement provision in Section 8-
53 01.4 is not deleted and the Work under that item will be measured as specified.

1 The bid proposal contains the item "Erosion/Water Pollution Control," lump sum and
2 the additional erosion control items listed below. The provisions of Section 8-01.4(1),
3 Section 8-01.4(2), and Section 8-01.5(2) shall apply.

4
5 "ESC Lead," per Day

6
7 "Inlet Protection," per each

8
9 No specific unit of measurement shall apply to the lump sum item "Stormwater
10 Pollution Prevention Plan (SWPPP)".

11 12 **8-01.5 Payment**

13
14 *The pay item "Erosion/Water Pollution Control", by force account as provided in*
15 *Section 1-09.6 is revised to read:*

16
17 Installation, maintenance, and removal of erosion and water pollution control devices
18 including removal and disposal of sediment, stabilization and rehabilitation of soil
19 disturbed by these activities and any additional Work deemed necessary by the
20 Engineer to control erosion and water pollution will be paid by force account in
21 accordance with Section 1-09.6. Directing implementation by ESC Lead of the
22 measures identified in the SWPPP, shown on the TESC plan, and all other work as
23 included in Section 8-01.3(1)B shall be paid by force account as provided in Section
24 1-09.6.

25
26 *This section is supplemented with the following:*

27
28 Where removal of erosion control BMPs is directed by the Engineer according to 8-
29 01.3(16) or according to these specification and the plans, removal shall be included
30 in the lump sum or unit cost for these respective BMPs.

31
32 "Erosion Control", per lump sum. The lump sum contract price for "Erosion Control"
33 shall be full pay for all cost for labor, equipment, and materials to perform all work
34 associated with erosion control. Work shall include, but shall not be limited to,
35 furnishing, purchase and delivery or required materials, installation and maintenance
36 of temporary erosion and sediment control measures, and all costs incurred by the
37 Contractor in performing the Contract Work defined in Section 8-01, except for unit
38 bid items in Section 8-01 when these are included in the bid proposal. It is the
39 Contractor's responsibility to maintain, repair, and replace any and all erosion control
40 measures as required to maintain compliance with the NPDES Construction
41 Stormwater General Permit and Tacoma Municipal Code 12.08 for the entire
42 duration of the Project.

43
44 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum. The lump sum
45 contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full pay
46 for all costs, including but not limited to, preparing, submitting, revising, and
47 resubmitting revisions for the Stormwater Pollution Prevention Plan.

48
49 "Dewatering Plan", per lump sum. The lump sum contract price for "Dewatering
50 Plan" shall be full pay for all costs, including but not limited to, preparing, submitting,
51 revising, and resubmitting revisions for the Dewatering Plan.

1
2 "Temporary Erosion and Sediment Control BMP Maintenance", Force Account or
3 Lump Sum. Any maintenance necessary due to stormwater events shall be paid by
4 force account. Any other maintenance needed shall be considered for the
5 contractor's benefit and be paid by lump sum.
6

7 *Add the following new sections:*
8

9 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**

10
11 "Erosion/Water Pollution Control", per lump sum
12

13 The lump sum contract price for "Erosion/Water Pollution Control" shall be full
14 compensation for all costs incurred by the Contractor in performing the Contract
15 Work defined in Section 8-01, except for costs compensated by Bid Proposal items
16 inserted through Contract Provisions as described in Section 8-01.5(2)
17

18 Where removal of erosion control BMPs is directed by the engineer according to 8-
19 01.3(16) or according to these specifications and the plans, removal shall be
20 included in the lump sum or unit cost for these respective BMPs.
21

22 **8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**
23

24 The Contract Provisions may establish the project as lump sum, in accordance with
25 section 8-01.4(1) and also reinstate the measurement of one or more of the items
26 described in section 8-01.4. When that occurs, the corresponding payment provision
27 in Section 8-01.5 is not deleted and the Work under that item will be paid as
28 specified.
29

30 This section is supplemented with the following:
31

32 "ESC Lead," per Day
33

34 "Inlet Protection," per each
35

36 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum
37

38 The lump sum contract price for "Stormwater Pollution Prevention Plan (SWPPP)"
39 shall be full pay for all costs, including but not limited to, preparing, submitting,
40 revising, and resubmitting revisions for the Stormwater Pollution Prevention Plan.
41

42 **END OF SECTION**
43

8-31 AUGER REPLACEMENT AND CONVEYOR INSTALLATION

8-31.1 Description

This project shall removal an old auger system and replace it with a new conveyor system. Work shall include demolition, installation, and startup of one (1) conveyor belt and operation control for use in the City of Tacoma's asphalt plant located at 3210 Center Street. This project shall be "turnkey", with the successful bidder responsible for construction of foundations, installation of electrical controls, variable frequency drive, electrical connection, mechanical installation, and startup.

The conveyor belt will replace an existing auger used to move material from the plants Recycled Asphalt Products (RAP/RAS) system to the mixing tower. The conveyor must be able to operate at a combined production rate of up to 85 tons per hour (tph). Under normal operating conditions, the unit will operate at a rate of 45-65 tph.

The unit must be also be configured and installed in the space shown in Figure 1 while allowing adequate space for operation and maintenance of the unit.



Figure 1: Site Location

1 Successful bidder is responsible for verification of site dimensions and existing
2 structures for placement of the conveyor at the location shown in Figure 2.



3
4 **Figure 2: Existing Auger/New Conveyor Location**

5
6 **1-GENERAL**

- 7 A. The project shall be bid as turnkey. Bidders shall complete all work within a 100
8 working days. This assumes an 80 working day lead time on procuring
9 materials and 20 working days for completing the work on site. The City's
10 Asphalt Plant operates 5 days a week year round and a minimal shut down will
11 be allowed to disconnect the old auger system and connect the new conveyor.
12 Final system initiation shall be completed in 5 working days. The exact date and
13 time of the shutdown will be coordinated with the City contact and a minimum
14 one week notice is required to the desired date of the shutdown. Bidders must
15 provide detailed information/specifications and literature for the unit they are
16 bidding. This information shall include, but is not limited to structural drawings,
17 component specifications, and operating and maintenance specifications.
- 18 B. All equipment shall be new and unused.
- 19 C. Vendor Contact: Scott Georgette 253-591-5453 Office or 253-312-8097 Cell.

- 1 D. Completed unit(s) must meet the all of the Technical Provisions of this
2 specification.
- 3 E. City personnel will remove the existing auger and first support. All other removal
4 work to accommodate the new conveyor shall be the contractors responsibility.
5 See Figures 3.
- 6 F. Any use of brand names in this specification is to establish a standard of quality
7 and minimum specification requirements. If another product is to be offered by
8 the bidder, it must be identified in writing including detailed information. The City
9 of Tacoma reserves all rights in approving any alternative product.
- 10 G. Equipment must be delivered F.O.B. to the City of Tacoma Asphalt Plant located
11 at 3210 Center Street Tacoma, WA 98409. Successful bidder is responsible for
12 unloading equipment at the project site.
- 13 H. Safety during project construction is the responsibility of the Bidder.
- 14 I. All work must be coordinated with City personnel during normal working hours
15 7:30AM to 4PM.
- 16 J. The contractor shall submit final engineered stamped drawings of the proposed
17 conveyor system such that the City may determine if a Building Permit is required
18 for the work. The drawings shall show the full conveyor system including
19 structural support, necessary footings, and include calculations for wind and
20 seismic design meeting applicable codes. The contractor shall allow two weeks
21 for the review of the drawings following submittal.



Figure 3: Auger Removal Responsibilities

8-31.2 Materials

CONVEYOR SPECIFICATIONS

A. 18" wide by 48' long RAP conveyor.

B. Shall include:

- a. Shaft mount speed reducer
- b. 2-ply belt, with idlers on 4' centers
- c. Return idlers on 10' centers
- d. C-channel support frame
- e. Wear plates
- f. Skirted chute
- g. Belt covers
- h. Belt scraper
- i. Clean out doors at critical points
- j. 3/16" top cover

C. Conveyor will move material from the RAP/RAS unit into the batch tower through the existing opening and into the chute to the heating tower. See Figures 4 thru 6.

1
2
3



Figure 4: RAP/RAS Material Drop off Location

4
5



Figure 5: Entry Point to Tower Located just under existing I-Beam.

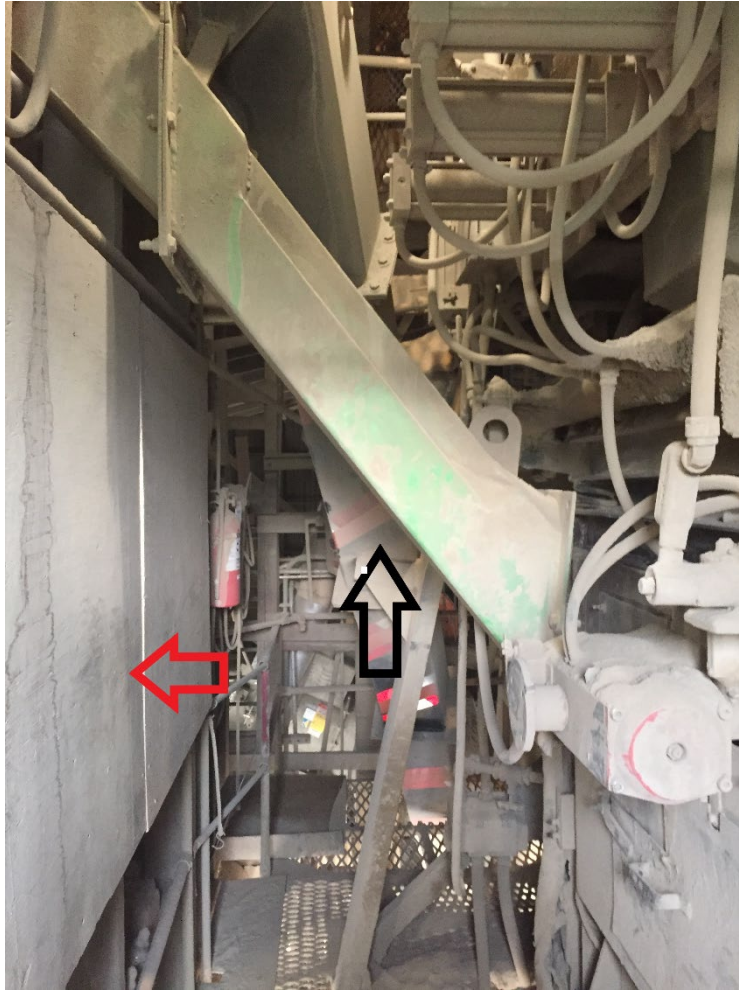


Figure 6: Deposit Point Inside Tower (Black Arrow pointing to chute with the orange and red reflective tape) and Backside of Tower Opening (Red Arrow)

D. Bidder shall provide mechanical drawings for the conveyor.

E. Bidder shall provide parts list/manual for the conveyor.

8-31.3 Operations

PLANT CONTROLS

A. The plant is operated using Libra systems software. Conveyor controls shall be compatible.

B. Bidder shall provide detailed literature regarding the controls interface that includes but is not limited to:

- a. Description of operator interface
- b. Description of metering method(s)

- c. Description of how the metering system will be integrated with the existing plant controls.

Control interface shall be installed in existing control room. The existing batch controls will remain.



Figure 4: Control Panel new controls location.

- C. The controls system shall provide metered material flow from the RAP/RAS system.
- D. The controls interface shall allow for adjustment of the combined (total) RAP/RAS flow rate, such that the plant operator can match the rate of the aggregate system.
- E. The controls interface shall have a method to calibrate and store parameters for the RAP/RAS rates.
- F. Bidder shall provide (2) years of product support for the controls system.
- G. Bidder shall provide (2) copies of as-built electrical schematic drawings for the controls system.
- H. Two years of product support shall be included for the controls system. This shall include both telephone and field support as required.

1 **INSTALLATION**

- 2 A. The conveyor belt shall be located as shown in Figure 4 and 5. Bidder is
3 responsible all lifting and other mechanical equipment necessary for equipment
4 installation.
- 5 B. Material will be introduced into the hot elevator through the chute shown in
6 Figure 6. Bidder must install belt conveyor(s) and conveyor supports to transfer
7 material from the feeder into the chute leading to the hot elevator.
- 8 C. Conveyor transfer points must be constructed in a manner that minimizes
9 spillage. Conveyor must be lined with adjustable skirt rubber.
- 10 D. Pulleys, return idlers, and other moving parts must be guarded to prevent
11 accidental contact.
- 12 E. Electrical conduits shall be installed in a manner that does not limit access to
13 mechanical drives, pulleys, and other equipment requiring normal maintenance.

14 **STARTUP AND SUPPORT**

- 15 A. Bidder shall provide a minimum of eight (8) hours of training on the operation of
16 the system. Training shall include, but is not limited to, basic troubleshooting, bin
17 calibrations, alarm conditions, and system maintenance.
- 18 B. Bidder shall perform the initial bin calibrations using City provided aggregate.
- 19 C. Bidder shall provide operation manuals at completion of project.
- 20 D. Warranty Requirements-
- 21 a. One (1) year warranty for all mechanical items.
- 22 b. Two (2) year product support for controls system.

23
24 **8-31.4 Measurement**

25
26 "Remove and Dispose Auger and Install Conveyor System", per lump sum
27

28 **8-31.5 Payment**

29
30 The unit price pay time "Remove and Dispose Auger and Install Conveyor System", shall
31 be full pay for all labor equipment and materials to remove and dispose of the existing
32 auger system excluding that removed by the City and replace it with a fully operational
33 conveyor built system connecting the RAP/RAS unit to the mixing tower. The lump sum
34 price shall include all on site erosion control activities.

35 **END OF SECTION**

36 **END OF SPECIAL PROVISIONS**
37

APPENDIX A

**CITY OF TACOMA
INSURANCE**



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.6 Other Insurance

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

PART III

STATE PREVAILING WAGE RATES

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

REQUIRED DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under [39.12 RCW](#) that provided work and materials for the Contract:

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.