



City of Tacoma
Department of Public Works

SPECIFICATION NO. PW21-0496F

Murray Morgan Bridge Elevator Window Repair

Project No. 60000051385

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
PW21-0496F

Murray Morgan Bridge Elevator Window Repair

PROJECT NO. 60000051385

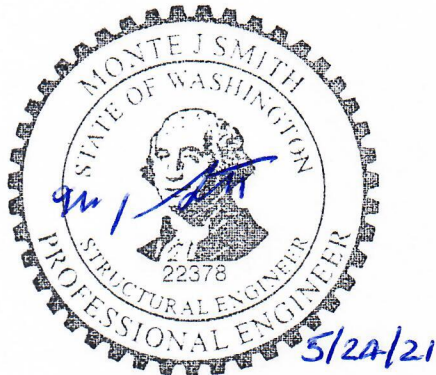
Steve Carstens, P.E.
Engineering Division
Public Works Department

Room 522 Tacoma Municipal Building
Tacoma, Washington 98421-2711

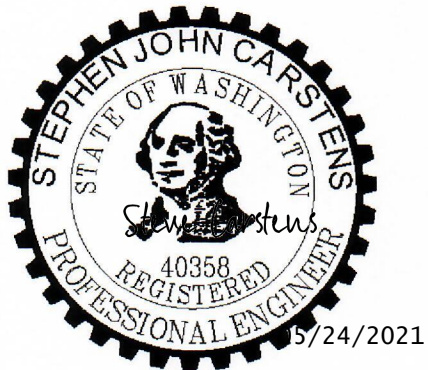
Public Works Department
Murray Morgan Bridge Elevator Window Repair
PW21-0496F

Specifications Stamp and Signature Page

Sargent Engineers, Inc.
Monte Smith, P.E.



City of Tacoma
Steve Carstens, P.E.



SPECIFICATION NO. PW21-0496F

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**City of Tacoma
Public Works Engineering**

**REQUEST FOR BIDS PW21-0496F
Murray Morgan Bridge Elevator Window Repair**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, June 29, 2021

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

By Carrier:

If possible, please include a flash drive of your full submittal.

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

In Person:

If possible, please include a flash drive of your full submittal.

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities Administration Building North
Guard House (east side of main building)
3628 S 35th Street
Tacoma, WA 98409

By Mail:

If possible, please include a flash drive of your full submittal.

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

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

Submittals in response to a [Choose an item](#). 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 not be held.

Project Scope: This Contract provides for the improvement of *** The Murray Morgan Bridge by replacing the damaged glazing in the elevator shaft *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Estimate: \$120,000.00

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

Americans with Disabilities Act (ADA Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at 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 Doreen Klaaskate, Senior Buyer by email to dklaaskate@cityoftacoma.org

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

B I D P R O P O S A L

SPECIFICATION NO. PW21-0496F

Murray Morgan Bridge Elevator Window Repair

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. 60000051385 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices.

NOTE:

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

All bid items are sorted in the following groups:

Schedule A: Repair Option 1, Bid Items O1:1 – O1:7

Schedule B: Repair Option 2, Bid Items O2:1 – O2:7

Schedule C: Repair Option 3, Bid Items O3:1 – O3:7

Schedule A: Repair Option 1, Bid Items O1:1-O1:7

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
O1:1 1-09.7	Mobilization	Lump Sum	Lump Sum	\$ _____
O1:2 SP 6-21	Work Access	Lump Sum	Lump Sum	\$ _____
O1:3 SP 8-30	Remove Portion of Existing Structure	Lump Sum	Lump Sum	\$ _____
O1:4 SP 6-22	Replace Glazing with Glazing	Lump Sum	Lump Sum	\$ _____
O1:5 1-10.4	Project Temporary Traffic Control	Lump Sum	Lump Sum	\$ _____
O1:6 1-07.15	SPCC Plan	Lump Sum	Lump Sum	\$ _____
O1:7 1-10.4	Uniformed Police Officer	Estimate	Estimate	\$ 1,000.00
	Repair Option 1 Base Bid Total (Bid Items No. O1:1 – O1:7)		\$ _____ (1)	
	10.2% Sales Tax (Bid Items No. O1:1 – O1:7)		\$ _____ (2)	
	Repair Option 1 Base Bid Total (1) + (2)		\$ _____ (3)	

Schedule B: Repair Option 2, Bid Items O2:1-O2:7

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
O2:1 1-09.7	Mobilization	Lump Sum	Lump Sum	\$ _____
O2:2 SP 6-21	Work Access	Lump Sum	Lump Sum	\$ _____
O2:3 SP 8-30	Remove Portion of Existing Structure	Lump Sum	Lump Sum	\$ _____
O2:4 SP 6-23	Replace Glazing with Metal Panel	Lump Sum	Lump Sum	\$ _____
O2:5 1-10.4	Project Temporary Traffic Control	Lump Sum	Lump Sum	\$ _____
O2:6 1-07.15	SPCC Plan	Lump Sum	Lump Sum	\$ _____
O2:7 1-10.4	Uniformed Police Officer	Estimate	Estimate	\$1,000.00
	Repair Option 2 Base Bid Total (Bid Items No. O2:1 – O2:7)		\$ _____ (4)	
	10.2% Sales Tax (Bid Items No. O2:1 – O2:7)		\$ _____ (5)	
	Repair Option 2 Base Bid Total (4) + (5)		\$ _____ (6)	

Schedule C: Repair Option 3, Bid Items O3:1-O3:7

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
O3:1 1-09.7	Mobilization	Lump Sum	Lump Sum	\$ _____
O3:2 SP 6-21	Work Access	Lump Sum	Lump Sum	\$ _____
O3:3 SP 8-30	Remove Portion of Existing Structure	Lump Sum	Lump Sum	\$ _____
O3:4 SP 6-24	Replace Glazing with Subdivided Glazing	Lump Sum	Lump Sum	\$ _____
O3:5 1-10.4	Project Temporary Traffic Control	Lump Sum	Lump Sum	\$ _____
O3:6 1-07.15	SPCC Plan	Lump Sum	Lump Sum	\$ _____
O3:7 1-10.4	Uniformed Police Officer	Estimate	Estimate	\$1,000.00
	Repair Option 3 Base Bid Total (Bid Items No. O3:1 – O3:7)		\$ _____ (7)	
	10.2% Sales Tax (Bid Items No. O3:1 – O3:7)		\$ _____ (8)	
	Repair Option 3 Base Bid Total (7) + (8)		\$ _____ (9)	

REPAIR OPTION 1 BASE BID (1) (Not Including Sales Tax)	\$ _____ (1)
REPAIR OPTION 2 BASE BID (4) (Not Including Sales Tax)	\$ _____ (4)
REPAIR OPTION 3 BASE BID (7) (Not Including Sales Tax)	\$ _____ (7)

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____ percent (%)

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

Bidder: _____

Signature of Authorized Official: _____

Date: _____

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS ENGINEERING

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

REQUEST FOR BIDS SPECIFICATION NO. PW21-0496F Murray Morgan Bridge Elevator Window Repair

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.)

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**June 15, 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: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

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1 **INTRODUCTION**

2
3 This Contract shall be constructed in accordance with the 2021 Standard Specifications
4 for Road, Bridge, and Municipal Construction.

5
6 **SPECIAL PROVISIONS**

7
8 Several types of Special Provisions are included in this contract; General, Region,
9 Bridges and Structures, and Project Specific. Special Provisions types are differentiated
10 as follows:

11

12 (date)	General Special Provision
13 (*****)	Notes a revision to a General Special Provision
14	and also notes a Project Specific Special
15	Provision.
16 (Regions ¹ date)	Region Special Provision

17

18 **General Special Provisions** are similar to Standard Specifications in that they typically
19 apply to many projects, usually in more than one Region. Usually, the only difference
20 from one project to another is the inclusion of variable project data, inserted as a “fill-in”.

21
22 **Region Special Provisions** are commonly applicable within the designated Region.
23 Region designations are as follows:

24

25 <u>Regions¹</u>	
26 ER	Eastern Region
27 NCR	North Central Region
28 NWR	Northwest Region
29 OR	Olympic Region
30 SCR	South Central Region
31 SWR	Southwest Region
32	
33 WSF	Washington State Ferries Division

34

35 **Project Specific Special Provisions** normally appear only in the contract for which they
36 were developed.

37
38
39
40 **END OF SECTION**
41
42

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 Special
40 Provisions, to the terms "Department of Transportation", "Washington State
41 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",
42 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

43
44 All references to the terms "State" or "state" shall be revised to read "Contracting
45 Agency" unless the reference is to an administrative agency of the State of Washington,
46 a State statute or regulation, or the context reasonably indicates otherwise.

47
48 All references to "State Materials Laboratory" shall be revised to read "Contracting
49 Agency designated location".
50

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

4
5 **Additive**

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

9
10 **Alternate**

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

14
15 **Business Day**

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

18
19 **Contract Bond**

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

23
24 **Contract Documents**

25 See definition for “Contract”.

26
27 **Contract Time**

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

30
31 **Notice of Award**

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

34
35 **Notice to Proceed**

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

39
40 **Traffic**

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

43
44 *This section is supplemented with the following:*

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

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

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

1 **Base Bid**

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

5
6 **Calendar Day**

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

9
10 **Change Order**

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

15
16 **Day**

17 Unless otherwise specified, a calendar day.

18
19 **Deductive**

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

23
24 **Grand Total Price**

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

27
28 **Standard Specifications**

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

31
32
33 **END OF SECTION**
34
35

1-02 BID PROCEDURES AND CONDITIONS

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

Delete this section and replace it with the following:

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	0	Furnished only upon request.

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

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

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

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

**1-02.4(2) Subsurface Information
(March 8, 2013 APWA GSP)**

The second sentence in the first paragraph is revised to read:

The Summary of Geotechnical Conditions and the boring logs, if and when included as an appendix to the Special Provisions, shall be considered as part of the Contract.

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

Delete this section and replace it with the following:

The Proposal Form will identify the project and its location and describe the work. It will also list estimated quantities, units of measurement, the items of work, and the materials to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that call for, but are not limited to, unit prices; extensions; summations; the total bid amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment

of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's Registration Number; and a Business License Number, if applicable. Bids shall be completed by typing or shall be printed in ink by hand, preferably in black ink. The required certifications are included as part of the Proposal Form.

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

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

DESCRIPTION OF WORK

(March 13, 1995)

This Contract provides for the improvement of *** The Murray Morgan Bridge by replacing the damaged glazing in the elevator shaft *** and other work, all in accordance with the attached Contract Plans, these Contract Provisions, and the Standard Specifications.

Section 1-02.6 is supplemented with the following:

(*****)

Alternative Bids

The bidding proposal on this project permits the bidder to submit a bid on one or more alternatives for the repair of the glazing in the Murray Morgan Bridge elevator shaft.

Bid Proposal

The bid proposal is composed of the following parts: Alternatives Option 1, Option 2, and Option 3.

Alternative Option 1

Alternative Option 1 is based on replacing the glazing with new glazing of the same size and shape.

The bid items for Alternative Option 1 are as listed in the bid proposal.

Alternative Option 2

Alternative Option 2 is based on replacing the glazing with new aluminum metal sheeting.

The bid items for Alternative Option 2 are as listed in the bid proposal.

Alternative Option 3

Alternative Option 3 is based on replacing the glazing with new glazing and framing to subdivide the existing glazing.

The bid items for Alternative Option 3 are as listed in the bid proposal.

1 **Bidding Procedures**

2 The bidder shall submit prices on each and every item under the alternative on
3 which the bidder chooses to bid, or, if the bidder chooses to bid on more than
4 one alternative, the bidder shall submit prices for each and every item under
5 each alternative chosen.

6
7 The successful bidder will be determined by the lowest total of an alternative bid
8 selected by the Engineer. Award will be based on the lowest total for the
9 alternative selected by the Engineer subject to the requirements of Section 1-03.

10
11 *Supplement the second paragraph with the following:*

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

16
17 *Delete the last two paragraphs, and replace them with the following:*

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

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

27
28 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

29
30 A bid by a corporation shall be executed in the corporate name, by the president or a
31 vice president (or other corporate officer accompanied by evidence of authority to sign).

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

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

41
42 *Add the following new section:*

43
44 **1-02.6(1) Recycled Materials Proposal**
45 **(January 4, 2016 APWA GSP)**

46
47 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials
48 into the project, using the form provided in the Contract Provisions.

1 **1-02.7 Bid Deposit**

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

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

4
5 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit
6 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any
7 proposal bond shall be on a form acceptable to the Contracting Agency and shall be
8 signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any
9 way to modify the minimum 5 percent required. The Surety shall: (1) be registered with
10 the Washington State Insurance Commissioner, and (2) appear on the current
11 Authorized Insurance List in the State of Washington published by the Office of the
12 Insurance Commissioner.

13
14 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid
15 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

16
17 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be
18 followed. No variations from the language thereof will be accepted.

19
20
21 If submitting your bid electronically, a scanned version of the original bid bond must
22 accompany your electronic bid submittal. The original bid bond shall be sent to the
23 Contracting Agency and postmarked no later than the day of bid opening. **Original**
24 **bid bonds will be delivered to:**

25
26 **City of Tacoma Procurement & Payables Division**
27 **Tacoma Public Utilities**
28 **P.O. Box 11007**
29 **Tacoma, WA 98411-0007**
30

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

32
33 **1-02.9 Delivery of Proposal**

34
35 *Delete this section and replace it with the following:*

36
37 Each Proposal shall be submitted to the City electronically via email to
38 bids@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted on
39 the subject line of the email, or as otherwise required in the Bid Documents, to
40 ensure proper handling and delivery. All electronic documents shall be in PDF
41 format.

42
43 To be considered responsive on a FHWA-funded project, the Bidder may be required
44 to submit the following items, as required by Section 1-02.6:

- 45
46
 - 47 • DBE Written Confirmation Document from each DBE firm listed on the
 - 48 Bidder's completed DBE Utilization Certification (WSDOT 272-056)
 - 49 • Good Faith Effort (GFE) Documentation
 - 50 • DBE Bid Item Breakdown (WSDOT 272-054)
 - 51 • DBE Trucking Credit Form (WSDOT 272-058)

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

5
6 If submitted after the Bid Proposal is due, the document(s) must be submitted via
7 email to bids@cityoftacoma.org, with "Supplemental Information" noted in the subject
8 line. All other information required to be submitted with the Bid Proposal must be
9 submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

10
11 The Contracting Agency will not open or consider any Bid Proposal that is received
12 after the time specified in the Call for Bids for receipt of Bid Proposals, or received in
13 a location other than that specified in the Call for Bids. The Contracting Agency will
14 not open or consider any "Supplemental Information" (DBE confirmations, or GFE
15 documentation) that is received after the time specified above, or received in a
16 location other than that specified in the Call for Bids.

17
18 If an emergency or unanticipated event interrupts normal work processes of the
19 Contracting Agency so that Proposals cannot be received at the office designated for
20 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
21 Proposal will be deemed to be extended to the same time of day specified in the
22 solicitation on the first work day on which the normal work processes of the
23 Contracting Agency resume.

24 25 **1-02.9 Delivery of Proposal** 26 **(April 1, 2018 Tacoma GSP)**

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

28
29 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
30 Project Number as stated in the Call for Bids clearly marked on the outside of the
31 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
32 delivery.

33
34 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance
35 with Wage Payment Statutes" document where the Bidder under penalty of perjury
36 verifies that the Bidder is in compliance with responsible bidder criteria in RCW
37 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of
38 Compliance with Wage Payment Statutes" document shall be received with the Bid
39 Proposal.

40 41 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

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

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

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

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

5
6 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
7 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or
8 faxed requests to withdraw, revise, or supplement a Bid Proposal are not
9 acceptable.

10 11 **1-02.12 Public Opening of Proposals**

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

13
14 NOTICE: City of Tacoma Public Bid Openings occur weekly. Preliminary and final bid
15 results are posted at www.TacomaPurchasing.org

16 17 **1-02.13 Irregular Proposals** 18 **(June 20, 2017 APWA GSP)**

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

- 20
21 1. A Proposal will be considered irregular and will be rejected if:
22 a. The Bidder is not prequalified when so required;
23 b. The authorized Proposal form furnished by the Contracting Agency is not
24 used or is altered;
25 c. The completed Proposal form contains any unauthorized additions,
26 deletions, alternate Bids, or conditions;
27 d. The Bidder adds provisions reserving the right to reject or accept the
28 award, or enter into the Contract;
29 e. A price per unit cannot be determined from the Bid Proposal;
30 f. The Proposal form is not properly executed;
31 g. The Bidder fails to submit or properly complete a Subcontractor list, if
32 applicable, as required in Section 1-02.6;
33 h. The Bidder fails to submit or properly complete an Underutilized
34 Disadvantaged Business Enterprise Certification, if applicable, as
35 required in Section 1-02.6;
36 i. The Bidder fails to submit written confirmation from each UDBE firm listed
37 on the Bidder's completed UDBE Utilization Certification that they are in
38 agreement with the bidder's UDBE participation commitment, if
39 applicable, as required in Section 1-02.6, or if the written confirmation that
40 is submitted fails to meet the requirements of the Special Provisions;
41 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if
42 applicable, as required in Section 1-02.6, or if the documentation that is
43 submitted fails to demonstrate that a Good Faith Effort to meet the
44 Condition of Award was made;
45 k. The Bid Proposal does not constitute a definite and unqualified offer to
46 meet the material terms of the Bid invitation; or
47 l. More than one Proposal is submitted for the same project from a Bidder
48 under the same or different names.
49 2. A Proposal may be considered irregular and may be rejected if:
50 a. The Proposal does not include a unit price for every Bid item;
51 b. Any of the unit prices are excessively unbalanced (either above or below
52 the amount of a reasonable Bid) to the potential detriment of the
53 Contracting Agency;
54 c. Receipt of Addenda is not acknowledged;

- 1 d. A member of a joint venture or partnership and the joint venture or
2 partnership submit Proposals for the same project (in such an instance,
3 both Bids may be rejected); or
4 e. If Proposal form entries are not made in ink.
5

6 As evidence that the Bidder meets the bidder responsibility criteria above, the apparent
7 two lowest Bidders must submit to the Contracting Agency within 24 hours of the bid
8 submittal deadline, documentation (sufficient in the sole judgment of the Contracting
9 Agency) demonstrating compliance with all applicable responsibility criteria, including all
10 documentation specifically listed in the supplemental criteria. The Contracting Agency
11 reserves the right to request such documentation from other Bidders as well, and to
12 request further documentation as needed to assess bidder responsibility.
13

14 The basis for evaluation of Bidder compliance with these supplemental criteria shall be
15 any documents or facts obtained by Contracting Agency (whether from the Bidder or
16 third parties) which any reasonable owner would rely on for determining such
17 compliance, including but not limited to: (i) financial, historical, or operational data from
18 the Bidder; (ii) information obtained directly by the Contracting Agency from owners for
19 whom the Bidder has worked, or other public agencies or private enterprises; and (iii)
20 any additional information obtained by the Contracting Agency which is believed to be
21 relevant to the matter.
22

23 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
24 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
25 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
26 with this determination, it may appeal the determination within 24 hours of receipt of the
27 Contracting Agency's determination by presenting its appeal to the Contracting Agency.
28 The Contracting Agency will consider the appeal before issuing its final determination. If
29 the final determination affirms that the Bidder is not responsible, the Contracting Agency
30 will not execute a contract with any other Bidder until at least two business days after the
31 Bidder determined to be not responsible has received the final determination.
32

33 **1-02.15 Pre Award Information** 34 **(August 14, 2013 APWA GSP)** 35

36 *Revise this section to read:*
37

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

- 40 1. A complete statement of the origin, composition, and manufacture of any or all
41 materials to be used,
42 2. Samples of these materials for quality and fitness tests,
43 3. A progress schedule (in a form the Contracting Agency requires) showing the
44 order of and time required for the various phases of the work,
45 4. A breakdown of costs assigned to any bid item,
46 5. Attendance at a conference with the Engineer or representatives of the Engineer,
47 6. Obtain, and furnish a copy of, a business license to do business in the city or
48 county where the work is located.
49 7. Any other information or action taken that is deemed necessary to ensure that
50 the bidder is the lowest responsible bidder.
51
52
53

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

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

35
36 *Add the following new section:*

37
38 **1-03.4(1) Retainage in Lieu of Contract Bond**

39 **(May 17, 2018 APWA GSP)**

40
41 For contracts of *** \$150,000.00 *** or less, the Contractor may, at the Contractor's
42 option, authorize the Contracting Agency to retain *** 10% *** of the contract amount in
43 lieu of furnishing a performance and/or payment bond. If the Contractor elects this
44 option, the retainage shall be held for a period of thirty (30) days after the date of final
45 acceptance, or until receipt of all necessary releases from the Departments of Revenue
46 and of Labor and Industries and settlement of any liens filed under RCW 60.28,
47 whichever is later. The Contractor must advise the Contracting Agency in writing of the
48 Contractor's election to authorize retainage in lieu of a bond, at the time of execution of
49 the Contract.

1 In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors,
2 administrators, successors, or assigns, shall in all things stand to and abide by, and well
3 and truly keep and perform the covenants, conditions and agreements in the Contract,
4 and shall faithfully perform all the provisions of such contract and shall also well and truly
5 perform and fulfill all the undertakings, covenants, terms, conditions and agreements of
6 any and all duly authorized modifications of the Contract that may hereafter be made, at
7 the time and in the manner therein specified, and shall pay all laborers, mechanics,
8 subcontractors, and material suppliers, and all persons who shall supply such person or
9 persons, or subcontractors, with provisions and supplies for the carrying on of such
10 work, on his or her part, and shall indemnify and save harmless the Contracting Agency,
11 its officers and agents from any claim for such payment, then the funds retained in lieu of
12 a performance bond shall be released at the time provided above; otherwise, the funds
13 shall be retained until the Contractor fulfills the said obligations.

14
15 **1-03.5 Failure to Execute Contract**
16 **(April 15, 2020 Tacoma GSP)**

17 *The first sentence is revised to read:*

18
19 Failure to return the insurance certification and bond with the signed contract as required
20 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
21 in the contract, or failure or refusal to sign the Contract, or failure to register as a
22 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
23 of this Bidder
24

25
26 **END OF SECTION**
27

1
2 **1-04 SCOPE OF THE WORK**
3

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

7 *Revise the second paragraph to read:*
8

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

- 11 1. Addenda,
- 12 2. Proposal Form,
- 13 3. Special Provisions,
- 14 4. Contract Plans,
- 15 5. Amendments to the Standard Specifications,
- 16 6. Standard Specifications,
- 17 7. Contracting Agency's Standard Plans or Details (if any), and
- 18 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
19
20

21 **END OF SECTION**
22
23
24

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 by
13 the Contract Documents, unless otherwise required in these Special Provisions. This
14 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 a
31 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 to
34 ten (10) working days from the date the submittals or resubmittals are received until they
35 are sent to the Contractor. If more than ten (10) working days are required for the
36 Engineer's review of any individual submittal or resubmittal, an extension of time will be
37 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, and
44 details of the material or item shown. The Contractor shall review each submittal and
45 note any errors, omissions, or deviations with the Contract Documents. The Contractor
46 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 be
49 sequentially numbered. The numbering of resubmittals shall meet the requirements of
50 Section 1-05.3(4). On each page, indicate the page number, and total number of pages
51 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: Murray Morgan Bridge Elevator Window Repair
- Project Specification Number: PW21-0496F
- Project No. 60000051385
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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

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

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

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

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

The Engineer's review of drawings and data submitted by the Contractor will cover only general conformity with the Contract drawings and specifications. The Engineer's review of submittals shall not relieve the Contractor from responsibility for errors, omissions, deviations, or responsibility for compliance with the Contract documents. Review of a separate item does not constitute review of an assembly in which the item functions.

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

1 **1-05.3(4) Resubmittals**

2
3 When a submittal is marked "AMEND AND RESUBMIT" or "REJECTED, SEE
4 REMARKS," the Contractor shall make the corrections as noted and instructed by the
5 Engineer and resubmit four (4) copies. The Contractor shall not install material or
6 equipment that has received a review status of "AMEND AND RESUBMIT" or
7 REJECTED, SEE REMARKS".

8
9 When corrected copies are resubmitted, the Contractor shall in writing direct specific
10 attention to all revisions and shall list separately any revision made other than those
11 called for by the Engineer on previous submittals. Resubmittals shall bear the number of
12 the original submittal followed by a letter (A, B, etc.) to indicate the sequence of the
13 resubmittal.

14
15 The Contractor shall revise returned submittals as required and resubmit until final
16 review is obtained.

17
18 The Contractor shall verify that all exceptions previously noted by the Engineer have
19 been accounted for.

20
21 **1-05.3(5) Submittal Requirements by Section**

22
23 The following is a summary of submittal requirements. This summary is not inclusive of
24 all submittal requirements. The Contractor shall review each individual section in the
25 applicable provisions or specifications, as noted below, for specific requirements.
26

Section	Description
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-10.2	Traffic Control Plan
2-07.3(1)	Hydrant Permit
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

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, and
8 measurements the Engineer deems necessary for completion of the work. These shall
9 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 only
17 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 as
23 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 the
26 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 vertical,
34 as necessary to assure proper placement of all project elements based on the primary
35 control points provided by the Engineer. Survey work shall be within the following
36 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 all
43 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 and
47 measurements with appropriate dimensions of structural members being fabricated.
48
49

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 specified
6 in a written notice from the Engineer, or fails to perform any part of the work required by
7 the Contract Documents, the Engineer may correct and remedy such work as may be
8 identified in the written notice, with Contracting Agency forces or by such other means
9 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 the
16 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
17 serious risk of loss or damage to the public.

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

26
27 No adjustment in Contract time or compensation will be allowed because of the delay in
28 the performance of the work attributable to the exercise of the Contracting Agency's
29 rights provided by this Section.

30
31 The rights exercised under the provisions of this section shall not diminish the
32 Contracting Agency's right to pursue any other avenue for additional remedy or
33 damages with respect to the Contractor's failure to perform the work as required.

34
35 **1-05.11 Final Inspection**

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

37
38 **1-05.11 Final Inspections and Operational Testing**
39 **(October 1, 2005 APWA GSP)**

40
41 **1-05.11(1) Substantial Completion Date**

42
43 When the Contractor considers the work to be substantially complete, the Contractor
44 shall so notify the Engineer and request the Engineer establish the Substantial
45 Completion Date. The Contractor's request shall list the specific items of work that
46 remain to be completed in order to reach physical completion. The Engineer will
47 schedule an inspection of the work with the Contractor to determine the status of
48 completion. The Engineer may also establish the Substantial Completion Date
49 unilaterally.

50
51 If, after this inspection, the Engineer concurs with the Contractor that the work is
52 substantially complete and ready for its intended use, the Engineer, by written notice to
53 the Contractor, will set the Substantial Completion Date. If, after this inspection the

Engineer does not consider the work substantially complete and ready for its intended use, the Engineer will, by written notice, so notify the Contractor giving the reasons therefore.

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

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

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

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

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

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

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

1-05.11(3) Operational Testing

It is the intent of the Contracting Agency to have at the Physical Completion Date a complete and operable system. Therefore when the work involves the installation of machinery or other mechanical equipment; street lighting, electrical distribution or signal systems; irrigation systems; buildings; or other similar work it may be desirable for the Engineer to have the Contractor operate and test the work for a period of time after final inspection but prior to the physical completion date. Whenever items of work are listed in the Contract Provisions for operational testing they shall be fully tested under operating conditions for the time period specified to ensure their acceptability prior to the Physical Completion Date. During and following the test period, the Contractor shall correct any items of workmanship, materials, or equipment which prove faulty, or that are not in first

1 class operating condition. Equipment, electrical controls, meters, or other devices and
2 equipment to be tested during this period shall be tested under the observation of the
3 Engineer, so that the Engineer may determine their suitability for the purpose for which
4 they were installed. The Physical Completion Date cannot be established until testing
5 and corrections have been completed to the satisfaction of the Engineer.

6
7 The costs for power, gas, labor, material, supplies, and everything else needed to
8 successfully complete operational testing, shall be included in the unit Contract prices
9 related to the system being tested, unless specifically set forth otherwise in the proposal.

10
11 Operational and test periods, when required by the Engineer, shall not affect a
12 manufacturer's guaranties or warranties furnished under the terms of the Contract.

13
14 *Add the following new section:*

15
16 **1-05.12(1) One-Year Guarantee Period**
17 **(March 8, 2013 APWA GSP)**

18
19 The Contractor shall return to the project and repair or replace all defects in
20 workmanship and material discovered within one year after Final Acceptance of the
21 Work. The Contractor shall start work to remedy any such defects within 7 calendar
22 days of receiving Contracting Agency's written notice of a defect, and shall complete
23 such work within the time stated in the Contracting Agency's notice. In case of an
24 emergency, where damage may result from delay or where loss of services may result,
25 such corrections may be made by the Contracting Agency's own forces or another
26 Contractor, in which case the cost of corrections shall be paid by the Contractor. In the
27 event the Contractor does not accomplish corrections within the time specified, the work
28 will be otherwise accomplished and the cost of same shall be paid by the Contractor.

29
30 When corrections of defects are made, the Contractor shall then be responsible for
31 correcting all defects in workmanship and materials in the corrected work for one year
32 after acceptance of the corrections by Contracting Agency.

33
34 This guarantee is supplemental to and does not limit or affect the requirements that the
35 Contractor's work comply with the requirements of the Contract or any other legal rights
36 or remedies of the Contracting Agency.

37
38 **1-05.13 Superintendents, Labor and Equipment of Contractor**
39 **(August 14, 2013 APWA GSP)**

40
41 *Delete the sixth and seventh paragraphs of this section.*

42
43 **1-05.15 Method of Serving Notices**
44 **(March 25, 2009 APWA GSP)**

45 *Revise the second paragraph to read:*

46
47 All correspondence from the Contractor shall be directed to the Project Engineer. All
48 correspondence from the Contractor constituting any notification, notice of protest, notice
49 of dispute, or other correspondence constituting notification required to be furnished
50 under the Contract, must be in paper format, hand delivered or sent via mail delivery
51 service to the Project Engineer's office. Electronic copies such as e-mails or
52 electronically delivered copies of correspondence will not constitute such notice and will
53 not comply with the requirements of the Contract.

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2
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4
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10

Add the following new section:

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

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

SUBMITTAL TRANSMITTAL FORM

Murray Morgan Bridge Elevator Window Repair
Project Number 60000051385
Specification No. PW21-0496F

ATTN: Construction Division Date: _____

Submittal Number _____

Specification Number _____ Bid Item No. _____

Submittal Description _____

We are sending you:

Copies	Date	Page	Description

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

Remarks: _____

Certify Either A or B:

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

Certified By: _____
Signature

END OF SECTION

1 **1-06 CONTROL OF MATERIAL**

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

5 *The first sentence is revised to read:*

6
7 All materials and equipment shall be submitted for review in accordance with section 1-
8 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
34

35 **END OF SECTION**
36

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Section 1-07.1 is revised to read:

(February 25, 2021)

General

The Contractor shall always comply with all Federal, State, tribal, or local laws, ordinances, and regulations that affect Work under the Contract. The Contractor shall indemnify, defend, and save harmless the State (including the Governor, Commission, Secretary, and any agents, officers, and employees) against any claims that may arise because the Contractor (or any employee of the Contractor or Subcontractor or material person) violated a legal requirement.

Without usurping the authority of other agencies, the Contracting Agency will cooperate with them in their efforts to enforce legal requirements. Upon awareness of a violation of a legal requirement, the Engineer will notify the Contractor in an effort to achieve compliance. The Engineer may also notify the agency responsible for enforcement if the Engineer deems that action is necessary to achieve compliance with legal requirements. The Engineer will also assist the enforcement agency to obtain Contractor compliance to the extent such assistance is consistent with the provisions of the Contract.

Health and Safety

The Contractor shall be responsible for the safety of all workers and shall comply with all appropriate state safety and health standards, codes, rules, and regulations, including, but not limited to, those promulgated under the Washington Industry Safety and Health Act RCW 49.17 (WISHA) and as set forth in Title 296 WAC (Department of Labor and Industries). In particular the Contractor's attention is drawn to the requirements of WAC 296.800 which requires employers to provide a safe workplace. More specifically WAC 296.800.11025 prohibits alcohol and narcotics from the workplace. The Contractor shall likewise be obligated to comply with all federal safety and health standards, codes, rules, and regulations that may be applicable to the Contract Work. A copy of all safety plans (e.g., fall protection work plan) that are developed by the Contractor shall be submitted to the Engineer as a Type 1 Working Drawing. When requested by the Engineer, the Contractor shall provide training to Contracting Agency employees working on-site for any activity covered by a safety plan. Costs for training that is provided solely to Contracting Agency employees will be paid to the Contractor in accordance with Section 1-09.4.

Mine Safety

U.S. Mine Safety and Health Administration rules apply when the project includes pit or quarry operations. Among other actions, these regulations require the Contractor to notify the nearest Mine Safety and Health sub district office (1) of the project before it begins, (2) of the starting date, and (3) of the Physical Completion Date.

Wells

When wells are included in the contract or encountered as part of the Work, the Contractor shall meet all the requirements in WAC 173-160 Minimum Standards for Construction and Maintenance of Wells and all environmental considerations for installing, protecting in place, decommissioning, or abandonment of wells.

1 **Changes to Laws to be Observed**

2 **General**

3 The Contracting Agency will not adjust payment to compensate the Contractor
4 for changes in legal requirements unless those changes are specifically within
5 the scope of RCW 39.04.120. For changes under RCW 39.04.120, the
6 Contracting Agency will compensate the Contractor by negotiated change order
7 as provided in Section 1-04.4.

8
9 **Taxes**

10 Under certain conditions, the Contracting Agency will adjust payment to
11 compensate for tax changes. First, the changes shall involve federal or state
12 taxes on materials or fuel used in or consumed for the project. Second, the
13 changes shall increase or decrease Contractor-paid taxes by more than \$500.
14 For items in the original Contract, the tax change must occur after the Bid
15 opening date. For negotiated Contracts or items in a supplemental agreement,
16 the tax change must take place after the execution date of the Contract or
17 agreement. Within these conditions, the Contracting Agency will adjust
18 compensation by the actual dollar amounts of increase or decrease caused by
19 the tax changes. If the Engineer requests it, the Contractor shall certify in writing
20 that the Contract price does not include any extra amount to cover a possible
21 change in taxes.

22
23 The Contracting Agency may audit the records of the Contractor as provided in
24 Section 1-09.12, to verify any claim for compensation because of changes in
25 laws or taxes.

26
27 Section 1-07.1 is supplemented with the following:

28
29 (May 13, 2020)

30 In response to COVID-19, the Contractor shall prepare a project specific COVID-19
31 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as
32 supplemented in these specifications, **COVID-19 Health and Safety Plan (CHSP)**.

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 in
39 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications
40 for Road, Bridge, and Municipal Construction.

41
42 **1-07.2 State Taxes**

43 *Delete this section, including its sub-sections, in its entirety and replace it with the*
44 *following:*

45
46 **1-07.2 State Tax**

47 **(June 27, 2011 APWA GSP)**

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

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 included.
3 Section 1-07.2(2) describes this exception.

4
5 The Contracting Agency will pay the retained percentage (or release the Contract Bond
6 if a FHWA-funded Project) only if the Contractor has obtained from the Washington
7 State Department of Revenue a certificate showing that all contract-related taxes have
8 been paid (RCW 60.28.051). The Contracting Agency may deduct from its payments to
9 the Contractor any amount the Contractor may owe the Washington State Department of
10 Revenue, whether the amount owed relates to this contract or not. Any amount so
11 deducted will be paid into the proper State fund.

13 **1-07.2(2) State Sales Tax — Rule 170**

14
15 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
16 existing buildings, or other structures, upon real property. This includes, but is not
17 limited to, the construction of streets, roads, highways, etc., owned by the state of
18 Washington; water mains and their appurtenances; sanitary sewers and sewage
19 disposal systems unless such sewers and disposal systems are within, and a part of, a
20 street or road drainage system; telephone, telegraph, electrical power distribution lines,
21 or other conduits or lines in or above streets or roads, unless such power lines become a
22 part of a street or road lighting system; and installing or attaching of any article of
23 tangible personal property in or to real property, whether or not such personal property
24 becomes a part of the realty by virtue of installation.

25
26 For work performed in such cases, the Contractor shall collect from the Contracting
27 Agency, retail sales tax on the full contract price. The Contracting Agency will
28 automatically add this sales tax to each payment to the Contractor. For this reason, the
29 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
30 contract amount subject to Rule 170, with the following exception.

31
32 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
33 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
34 consumable supplies not integrated into the project. Such sales taxes shall be included
35 in the unit bid item prices or in any other contract amount.

37 **1-07.2(3) Services**

38
39 The Contractor shall not collect retail sales tax from the Contracting Agency on any
40 contract wholly for professional or other services (as defined in Washington State
41 Department of Revenue Rules 138 and 244).

42 **Sanitation**

44 ***Health Hazards***

45
46 Section 1-07.4(2) is supplemented with the following:

47
48 **(May 13, 2020)**

49 **COVID-19 Health and Safety Plan (CHSP)**

50 The Contractor shall prepare a project specific COVID-19 health and safety plan
51 (CHSP). The CHSP shall be prepared and submitted as a Type 2 Working
52 Drawing prior to beginning physical Work. The CHSP shall be based on the most
53 current State and Federal requirements. If the State or Federal requirements are

revised, the CHSP shall be updated as necessary to conform to the current requirements.

The Contractor shall update and resubmit the CHSP as the work progresses and new activities appear on the look ahead schedule required under Section 1-08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor shall update and resubmit the CHSP. Work on any activity shall cease if conditions prevent full compliance with the CHSP.

The CHSP shall address the health and safety of all people associated with the project including State workers in the field, Contractor personnel, consultants, project staff, subcontractors, suppliers and anyone on the project site, staging areas, or yards.

COVID-19 Health and Safety Plan (CHSP) Inspection

The Contractor shall grant full and unrestricted access to the Engineer for CHSP Inspections. The Engineer (or designee) will conduct periodic compliance inspections on the project site, staging areas, or yards to verify that any ongoing work activity is following the CHSP plan. If the Engineer becomes aware of a noncompliance incident either through a site inspection or other means, the Contractor will be notified immediately (within 1 hour). The Contractor shall immediately remedy the noncompliance incident or suspend all or part of the associated work activity. The Contractor shall satisfy the Engineer that the noncompliance incident has been corrected before the suspension will end.

1-07.9 Wages

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

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

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

This section is supplemented with the following:

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

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

(July 18, 2016 APWA GSP, Option C)

Supplement this section with the following:

Voluntary Minority, Small, Veteran and Women's Business Enterprise (MSVWBE) Participation

General Statement

Voluntary goals for minority, small, veteran and women business enterprises are included in this Contract. The Contractor is encouraged to utilize MSVWBEs in

1 accordance with these Specifications, RCW 39.19 and Executive Order 13-01 (issued by
2 the Governor of Washington on May 10, 2013).

3
4 No preference will be included in the evaluation of the Contractor's Proposal or Bid; no
5 minimum level of MSVWBE participation is required as a condition of award or
6 completion of the Contract; and a Proposal or Bid will not be rejected or considered non-
7 responsive on that basis.

8
9 The goals are voluntary and outreach efforts to provide MSVWBEs maximum practicable
10 opportunities are encouraged.

11 **Non-Discrimination**

12 Contractors shall not create barriers to open and fair opportunities for all businesses,
13 including MSVWBEs, to participate in the Work on this Contract. This includes the
14 opportunity to compete for subcontracts as sources of supplies, equipment, construction
15 or services.

16
17
18 The Contractor shall make Voluntary MSVWBE Participation a part of all subcontracts
19 and agreements entered into as a result of this Contract.

20 **Voluntary MSVWBE Participation Goals**

21 Goals for voluntary MSVWBE participation have been established as a percentage of
22 Contractor's total Bid amount.

23
24
25 The Contracting Agency has established the following voluntary goals:

26		
27	Minority	10%
28	Small	5%
29	Veteran	5%
30	Women	6%
31		

32 Amounts paid to an MSVWBE will be credited to every voluntary goal in which they are
33 eligible. In other words participation may be credited for participation in more than one
34 category. If the Contractor is a MSVWBE their Work will be credited to the voluntary
35 goals in which they are eligible.

36 **Definitions**

37
38 **Minority Business Enterprise (MBE)** – A minority owned business meeting the
39 requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State
40 Office of Minority & Women's Business Enterprises.

41
42 **Small Business** – A business meeting the Washington State requirements for a "Small
43 business", "Minibusiness" or "Microbusiness as defined in RCW 39.26.010 and included
44 on the WSDOT Office of Equal Opportunity list of Small Businesses at
45 <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

46
47 **Veteran Business** – A veteran owned business meeting the requirements of RCW
48 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran
49 Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

50
51 **Women Business Enterprise (WBE)** – A women owned business meeting the
52 requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State
53 Office of Minority & Women's Business Enterprises.

1 **MSVWBE Inclusion Plan**

2 A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of Work
3 on the project. The plan is submitted for the Contracting Agency's information. Approval
4 of the plan is not required; an incomplete plan will be returned for correction and
5 resubmittal. The plan shall include the information identified in the guidelines at
6 <http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm>.
7

8 **MSVWBE Reporting**

9 An end of project Report of Amounts Paid to MSVWBEs shall be submitted to the
10 Engineer after Physical Completion of the Contract. The end of project report is due 20
11 calendar days after the physical completion of the project has been issued.
12

13 The end of project report shall include payments to all eligible businesses regardless of
14 their listing on the MSVWBE Inclusion Plan. If the Contractor is a MSVWBE the amounts
15 paid by the Contracting Agency for Work performed by the Contractor shall also be
16 reported.
17

18 **MSVWBE Payment**

19 All costs for implementation of the requirements for Voluntary MSVWBE Participation
20 shall be included in the associated items of Contract Work.
21

22 **Contractor's Responsibility for Work**

23
24 ***Repair of Damage***

25
26 Section 1-07.13(4) is revised to read:

27
28 (August 6, 2001)

29 The Contractor shall promptly repair all damage to either temporary or
30 permanent work as directed by the Engineer. For damage qualifying for relief
31 under Sections 1-07.13(1), 1-07.13(2) or 1-07.13(3), payment will be made in
32 accordance with Section 1-04.4. Payment will be limited to repair of damaged
33 work only. No payment will be made for delay or disruption of work.
34

35 **1-07.15 Temporary Water Pollution/Erosion Control**
36 **(March 23, 2010 Tacoma GSP)**

37 *This section is supplemented with the following:*
38

39 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
40 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
41 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
42 Contractor shall immediately discontinue work and initiate treatment according to the
43 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
44 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
45 the City stormwater system.
46

47 High pH process water shall not be discharged to waters of the State or the City
48 stormwater system. Unless specific measures are identified in the Special Provisions,
49 high pH water may be infiltrated, dispersed in vegetation or compost, or discharged to a
50 sanitary sewer system. Disposal shall be in accordance with the City of Tacoma Surface
51 Water Management Manual or to City wastewater system with proper approval. Water
52 being infiltrated or dispersed shall have no chance of discharging directly to waters of
53 the State or the City stormwater system, including wetlands or conveyances that
54 indirectly lead to waters of the State. High pH process water shall be treated to within a
55 range of 6.5 to 8.5 pH units prior to infiltration to ensure the discharge does not cause a

violation of groundwater quality standards. If water is discharged to the sanitary sewer, the Contractor shall provide a copy of permits and requirements for placing the material into a sanitary sewer system prior to beginning the work. Process water may be collected and disposed of by the Contractor off the project site. The Contractor shall provide a copy of the permit for an approved waste site for the disposal of the process water prior to the start of work that generates the process water. A Special Approved Discharge permit shall be required for all discharges to the sanitary sewer system.

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

This section is revised to read:

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

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

Implementation Requirements

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

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

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

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

SPCC Plan Element Requirements

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

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

2. Spill Reporting
List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill. The City of Tacoma contact will be the Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.
3. Project and Site Information
Describe the following items:
 - A. The project Work.
 - B. The site location and boundaries.
 - C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
 - D. Nearby waterways and sensitive areas and their distances from the site.
4. Potential Spill Sources
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
 - A. Name of material and its intended use.
 - B. Estimated maximum amount on-site at any one time.
 - C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
 - D. Decontamination location and procedure for equipment that comes into contact with the material.
 - E. Disposal procedures.
 - F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.
5. Pre-Existing Contamination
Describe any pre-existing contamination and contaminant sources (such as buried pipes or tanks) in the project area that are described in the Contract documents. Identify equipment and work practices that will be used to prevent the release of contamination.
6. Spill Prevention and Response Training
Describe how and when all personnel (including refueling Contractors and Subcontractors) will be trained in spill prevention, containment, and response in accordance with the Plan. Describe how and when all spill responders will be trained in accordance with WAC 296-824.
7. Spill Prevention
Describe the following items:
 - A. Spill response kit contents and location(s).
 - B. Security measures for potential spill sources.
 - C. Secondary containment practices and structures for all containers to handle the maximum volume of potential spill of hazardous materials.
 - D. Methods used to prevent stormwater from contacting hazardous materials.
 - E. Site inspection procedures and frequency.
 - F. Equipment and structure maintenance practices.
 - G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.

1 H. Refueling procedures for equipment that cannot be moved from below the
2 ordinary high water line.
3

4 8. Spill Response

5 Outline the response procedures the Contractor will follow for each scenario
6 listed below. Include a description of the actions the Contractor shall take and the
7 specific on-site spill response equipment that shall be used to assess the spill,
8 secure the area, contain and eliminate the spill source, and clean up and dispose
9 of spilled and contaminated material.
10

11 Response procedures shall be outlined in the Spill Response section and shall
12 include notification to the City of Tacoma Wastewater Treatment Plant
13 Operations number at 253.591.5595 and the City Source Control Spill Response
14 number at 253.502.2222.
15

16 A. A spill of each type of hazardous material at each location identified in 4,
17 above.

18 B. Stormwater that has come into contact with hazardous materials.

19 C. Drainage pathways from the site, including both stormwater and sanitary
20 conveyance pathways.

21 D. A release or spill of any unknown pre-existing contamination and contaminant
22 sources (such as buried pipes or tanks) encountered during project Work.

23 E. A spill occurring during Work with equipment used below the ordinary high
24 water line.
25

26 If the Contractor will use a Subcontractor for spill response, provide contact
27 information for the Subcontractor under item 1 (above), identify when the
28 Subcontractor will be used, and describe actions the Contractor shall take while
29 waiting for the Subcontractor to respond.
30

31 9. Project Site Map

32 Provide a map showing the following items:
33

34 A. Site location and boundaries.

35 B. Site access roads.

36 C. Drainage pathways from the site.

37 D. Nearby waterways and sensitive areas.

38 E. Hazardous materials, equipment, and decontamination areas identified in 4,
39 above.

40 F. Pre-existing contamination or contaminant sources described in 5, above.

41 G. Spill prevention and response equipment described in 7 and 8, above.
42

43 10. Spill Report Forms

44 Provide a copy of the spill report form(s) that the Contractor will use in the event
45 of a release or spill.
46

47 **Payment**

48 Payment will be made in accordance with Section 1-04.1 for the following Bid item when
49 it is included in the Proposal:
50

51 "SPCC Plan," lump sum.
52

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

3
4 The remaining 50-percent of the lump sum price will be paid after the materials and
5 equipment called for in the plan are mobilized to the project.

6
7 The lump sum payment for "SPCC Plan" shall be full pay for:

- 8
9 1. All costs associated with creating the accepted SPCC Plan.
10
11 2. All costs associated with providing and maintaining the on-site spill prevention
12 equipment described in the accepted SPCC Plan.
13
14 3. All costs associated with providing and maintaining the on-site standby spill
15 response equipment and materials described in the accepted SPCC Plan.
16
17 4. All costs associated with implementing the spill prevention measures identified in
18 the accepted SPCC Plan.
19
20 5. All costs associated with updating the SPCC Plan as required by this
21 Specification.
22

23 As to other costs associated with releases or spills, the Contractor may request payment
24 as provided for in the Contract. No payment shall be made if the release or spill was
25 caused by or resulted from the Contractor's operations, negligence, or omissions.
26

27 **1-07.16 Protection and Restoration of Property**

28 29 **1-07.16(1) Private/Public Property** 30 **(January 13, 2011 Tacoma GSP)**

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

33 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not
34 occur unless approved by the Engineer. All stockpile sites shall be restored to as good
35 or better condition.
36

37 The Contractor shall contact all property owners and tenants in the vicinity of this project,
38 via newsletter/mailling, a minimum of one (1) week prior to start of construction. The
39 Contractor shall submit a draft of the property owner notification prior to posting/mailling.
40

41 The newsletter/mailling shall advise the owners and tenants of the construction schedule
42 and indicate the Contractor's name, contact person, and telephone numbers.
43

44 **1-07.17 Utilities and Similar Facilities** 45 **(March 7, 2017 Tacoma GSP)**

46 47 **Utilities and Similar Facilities** 48

49 Section 1-07.17 is supplemented with the following:
50

51 (*****)

52 The City has a contract with TK Elevator Corporation to maintain the elevator. The
53 City will coordinate with TK Elevator to close or move the elevator to accommodate
54 the Contractor's operations at the City's expense.
55

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

2
3 Public and private utilities or their Contractors will furnish all work necessary to adjust,
4 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
5 these Special Provisions. Such adjustment, relocations, replacement, or construction
6 will be done within the time for performance of this project. The Contractor shall
7 coordinate their work with such adjustment, relocation, or replacement of utility work.
8 This may require the Contractor to phase their work in a manner that will allow for the
9 utility work.

10
11 The Contractor shall coordinate their work with all utilities and other organizations, which
12 have to adjust or revise their facilities within the project area. These may include, but
13 are not limited to:

- 14
- 15 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 16 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 17 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 18 • CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- 19 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
- 20 OR Amber Uhls, Gas, phone: (253) 476-6137
- 21 • CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- 22 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- 23 • AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425)
- 24 896-9830
- 25 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 26 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 27 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 28 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 29

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

37
38 Garbage, recycling, and yard waste pick up within the project limits is not applicable on
39 this project.

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

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

42 **1-07.18 Insurance**

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

44
45 During the course and performance of the services herein specified, the Contractor will
46 maintain the insurance coverage in the amounts and in the manner specified in the City
47 of Tacoma Insurance Requirements as is applicable to the services and deliverables
48 provided under this Contract. The City of Tacoma Insurance Requirements document is
49 fully incorporated herein by reference.
50
51
52

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

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

This section is supplemented with the following:

Section 1-07.23(1) is supplemented with the following:

(February 3, 2020)

Work Zone Clear Zone

The Work Zone Clear Zone (WZCZ) applies during working and nonworking hours. The WZCZ applies only to temporary roadside objects introduced by the Contractor's operations and does not apply to preexisting conditions or permanent Work. Those work operations that are actively in progress shall be in accordance with adopted and approved Traffic Control Plans, and other contract requirements.

During nonworking hours equipment or materials shall not be within the WZCZ unless they are protected by permanent guardrail or temporary concrete barrier. The use of temporary concrete barrier shall be permitted only if the Engineer approves the installation and location.

During actual hours of work, unless protected as described above, only materials absolutely necessary to construction shall be within the WZCZ and only construction vehicles absolutely necessary to construction shall be allowed within the WZCZ or allowed to stop or park on the shoulder of the roadway.

The Contractor's nonessential vehicles and employees private vehicles shall not be permitted to park within the WZCZ at any time unless protected as described above.

Deviation from the above requirements shall not occur unless the Contractor has requested the deviation in writing and the Engineer has provided written approval.

Minimum WZCZ distances are measured from the edge of traveled way and will be determined as follows:

Regulatory Posted Speed	Distance From Traveled Way (Feet)
35 mph or less	10
40 mph	15
45 to 50 mph	20
55 to 60 mph	30
65 mph or greater	35

Minimum Work Zone Clear Zone Distance

(January 5, 2015)

Lane closures are subject to the following restrictions:

*** Weekdays during the hours of 9:00 am to 3:00 pm. ***

If the Engineer determines the permitted closure hours adversely affect traffic, the Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in writing of any change in the closure hours.

Lane closures are not allowed on any of the following:

1. A holiday,
2. A holiday weekend; holidays that occur on Friday, Saturday, Sunday or Monday are considered a holiday weekend. A holiday weekend includes Saturday, Sunday, and the holiday.

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

This section is supplemented with the following:

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

South/East 11th Street, Dock Street, A Street, East F Street, and St. Paul Avenue shall remain fully open to vehicular and pedestrian traffic at all times.

EXCEPTION:

When deemed necessary by the contractor along with supporting reasoning, and if approved by the City via reviewed/approved traffic control plan, the following restrictions to South/East 11th Street traffic (vehicular, pedestrian, and bicyclist) may be employed:

1. North side sidewalk along South/East 11th Street may be closed to through pedestrian traffic (with included legal/accommodated crossings of South/East 11th Street west and east of the work site/closure area) to allow for an adequate/safe work zone if shown to be necessary. Any proposed closure shall have investigated the feasibility of preserving pedestrian access via temporary and accessible means, including the following exception provisions.
2. Bike lanes in either/both direction on South/East 11th Street may be closed to facilitate space needed/supported for work zone activity, including for the preferred potential to provide continued accessibility of pedestrian traffic and/or for preserving two-way traffic in separate/temporary travel lanes.
3. South/East 11th Street may be reduced to one-lane flagger controlled traffic conditions, as part of providing either/both of the above preferred conditions or if shown to be necessary for work/safety purposes and if two-way traffic in separate/shifted lanes (at the minimum allowed clear with of 10 feet each) is shown to not be possible.
4. Any flagging of South/East 11th Street shall be accompanied by advance deployment of Portable Changeable Messages Signs (PCMS) and continued use during the given scope of work, unless otherwise directed or approved by the City of Tacoma.

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

5
6 A safe pedestrian access shall be provided at all times through the project area. All lane
7 closures shall be coordinated with the adjacent businesses, other contractors working
8 within the project vicinity, local transit agencies and the City.

9
10 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
11 construction work, parking may be restricted either entirely or during the time when it
12 creates a hazard. Signs for restricting parking shall be approved by the City and placed
13 by the Contractor. The Contractor shall be responsible for and shall maintain all such
14 signs. The replacement of signs restricting parking shall be as approved by the
15 Engineer.

16
17 The Contractor shall notify all property owners and tenants of detours, street and alley
18 closures, or other restrictions that may interfere with their access. Notifications shall be
19 at forty-eight (48) hours in advance for all properties.

20
21 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
22 times. In addition, the Contractor shall coordinate Contractor activities with all disposal
23 firms and transit bus service that may be operating in the project area.

24
25 If street closures or lane restrictions, not provided for in the Specifications, are allowed
26 subsequent to award of the contract, an equitable adjustment of the Contract amount
27 shall be negotiated.

28
29 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
30 areas of public traffic or where such debris may be transported into a drainage system.
31 When construction operations are such that debris from the work is deposited on the
32 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or
33 debris which may accumulate on the roadway surface. Should daily removal be
34 insufficient to keep the streets clean, the Contractor shall perform removal operations on
35 a more frequent basis. If the Engineer determines that a more frequent cleaning is
36 impractical or if the Contractor fails to keep the streets free from deposits and debris
37 resulting from the work, the Contractor shall, upon order of the Engineer, provide
38 facilities for and remove all deposits from the tires or between wheels before trucks or
39 other equipment will be allowed to travel over paved streets. Should the Contractor fail
40 or refuse to clean the streets in question, or the trucks or equipment in question, the
41 Engineer may order the work suspended at the Contractor's risk until compliance with
42 Contractor's obligations is assured, or the Engineer may order the streets in question
43 cleaned by others and such costs incurred by the City in achieving compliance with
44 these contract requirements, including cleaning of the streets, shall be deducted from
45 moneys due or to become due the Contractor on monthly estimate. The Contractor shall
46 have no claim for delay or additional costs should the Engineer choose to suspend the
47 Contractor's work until compliance is achieved.

48
49 **1-07.23(2) Construction and Maintenance of Detours**
50 **(April 1, 2018 Tacoma GSP)**

51 *This section is supplemented with the following:*
52

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

15
16 The Contractor shall notify the Engineer seven (7) working days in advance of
17 implementation of any street closures/detours allowed under the Contract. Advance
18 notice signing shall be placed a minimum of seven (7) working days prior to
19 implementation of any street closure/detour.

20
21 A minimum of five (5) working days prior to any street closure, the Contractor shall notify
22 all entities below:

23		
24	Tacoma Fire Dept.	(253-591-5775)
25	Tacoma Police Dept.	(253-591-5932)
26	LESA Communications Center	(253-798-4721 - Opt.#2)
27	Tacoma Public Schools Transportation Office	(253-571-1853)
28	Pierce Transit	(253-581-8001)
29	Tacoma Environmental Services Solid Waste	(253-591-5544)
30	Tacoma Public Works Engineering Division	(253-591-5500)
31	Tacoma Public Works Streets and Grounds	(253-591-5495)
32		

33 **1-07.24 Rights of Way**
34 **(July 23, 2015 APWA GSP)**

35
36 *Delete this section and replace it with the following:*

37
38 Street Right of Way lines, limits of easements, and limits of construction permits are
39 indicated in the Plans. The Contractor's construction activities shall be confined within
40 these limits, unless arrangements for use of private property are made.

41
42 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
43 way and easements, both permanent and temporary, necessary for carrying out the
44 work. Exceptions to this are noted in the Bid Documents or will be brought to the
45 Contractor's attention by a duly issued Addendum.

46
47 Whenever any of the work is accomplished on or through property other than public
48 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any
49 easement agreement obtained by the Contracting Agency from the owner of the private
50 property. Copies of the easement agreements may be included in the Contract
51 Provisions or made available to the Contractor as soon as practical after they have been
52 obtained by the Engineer.

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

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

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

28
29
30 **END OF SECTION**
31
32

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 following:

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

26
27 *Add the following new section:*

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

30
31 Except in the case of emergency or unless otherwise approved by the Contracting
32 Agency, the normal straight time working hours for the contract shall be any consecutive
33 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour
34 lunch break and a 5-day work week. The normal straight time 8-hour working period for
35 the contract shall be established at the preconstruction conference or prior to the
36 Contractor commencing the work.

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

44
45 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
46 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be
47 subject to noise control requirements. Approval to continue work during these hours
48 may be revoked at any time the Contractor exceeds the Contracting Agency's noise
49 control regulations or complaints are received from the public or adjoining property
50 owners regarding the noise from the Contractor's operations. The Contractor shall have
51 no claim for damages or delays should such permission be revoked for these reasons.
52

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

15
16 *Add the following new section:*

17 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
18 **(September 29, 2009 Tacoma GSP)**

19
20 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than
21 an 8-hour work shift on a regular working day, as defined in the Standard Specifications,
22 such work shall be considered as overtime work. On all such overtime work, city staff
23 may be required at the discretion of the Engineer. In such case, the Contracting Agency
24 may deduct from amounts due or to become due to the Contractor for the costs in
25 excess of the straight-time costs for employees of the Contracting Agency required to
26 work overtime hours.

27
28 The Contractor by these specifications does hereby authorize the Engineer to deduct
29 such costs from the amount due or to become due to the Contractor.

30
31 **1-08.1 Subcontracting - D/M/WBE Reporting**
32 **(September 29, 2009 Tacoma GSP)**

33 *The eighth paragraph is revised to read:*

34
35 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
36 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms
37 that were used as subcontractors, lower tier subcontractors, manufacturers, regular
38 dealers, or service providers on the contract. This certification shall be submitted to the
39 Engineer, on the form provided by the Engineer, 20 calendar days after physical
40 completion of the contract.

41
42 **1-08.1 Subcontracting**
43 **(May 17, 2018 APWA GSP, Option B)**

44
45 *Delete the eighth paragraph.*

46
47 *Revise the ninth paragraph to read:*

48
49 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,
50 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.
51 Whenever the Contractor withholds payment to a Subcontractor for any reason including
52 disputed amounts, the Contractor shall provide notice within 10 calendar days to the
53 Subcontractor with a copy to the Contracting Agency identifying the reason for the

withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

**1-08.3(2)B Type B Progress Schedule
(March 13, 2012 APWA GSP)**

Revise the first paragraph to read:

The Contractor shall submit a preliminary Type B Progress Schedule at or prior to the preconstruction conference. The preliminary Type B Progress Schedule shall comply with all of these requirements and the requirements of Section 1-08.3(1), except that it may be limited to only those activities occurring within the first 60-working days of the project.

Revise the first sentence of the second paragraph to read:

The Contractor shall submit *** 3 *** copies of a Type B Progress Schedule depicting the entire project no later than 21-calendar days after the preconstruction conference.

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

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

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

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

This section is supplemented with the following:

(March 1, 2004 Tacoma GSP)

This project shall be physically completed within *** 10 *** 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

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

5

6

7

8

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 for
8 all items to be paid per force account, only to provide a common proposal for Bidders.
9 All such dollar amounts are to become a part of Contractor's total bid. However, the
10 Contracting Agency does not warrant expressly or by implication, that the actual amount
11 of work will correspond with those estimates. Payment will be made on the basis of the
12 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 anticipated
18 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.
19 The list shall include the contractor's equipment number, make, model, year, operation
20 rate, standby rate, applicable attachments and any other applicable information
21 necessary to determine the applicable rates in accordance with this section. In addition,
22 the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com)
23 for each piece of equipment in the summary list. Access to the Equipment Watch web
24 site is available at the City's Construction Management Office.

25
26 **1-09.9 Payments**
27 **(March 13, 2012 APWA GSP)**

28
29 *Delete the first four paragraphs and replace them with the following:*

30
31 The basis of payment will be the actual quantities of Work performed according to the
32 Contract and as specified for payment.

33
34 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
35 Preconstruction Conference, to enable the Project Engineer to determine the Work
36 performed on a monthly basis. A breakdown is not required for lump sum items that
37 include a basis for incremental payments as part of the respective Specification. Absent
38 a lump sum breakdown, the Project Engineer will make a determination based on
39 information available. The Project Engineer's determination of the cost of work shall be
40 final.

41
42 Progress payments for completed work and material on hand will be based upon
43 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
44 established at the preconstruction conference.

45
46 The initial progress estimate will be made not later than 30 days after the Contractor
47 commences the work, and successive progress estimates will be made every month
48 thereafter until the Completion Date. Progress estimates made during progress of the
49 work are tentative, and made only for the purpose of determining progress payments.
50 The progress estimates are subject to change at any time prior to the calculation of the
51 final payment.

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

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

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

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

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

22
23 *This section is supplemented with the following:*
24 **(January 6, 2015 Tacoma GSP)**

25
26 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
27 include all costs for labor, equipment, materials, and taxes (as applicable) associated
28 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
29 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
30 Standard Specifications.

31
32 Stockpiled Material - The point of acceptance of stockpiled material for payment and
33 quality shall be at the time of incorporation into the contract.

34
35 **1-09.9(1) Retainage**
36 **(May 10, 2006 Tacoma GSP)**

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

- 38
- 39 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
- 40 7. A release has been obtained from the City of Tacoma's City Clerk's Office.
- 41

42 **1-09.13(3)A Administration of Arbitration**
43 **(October 1, 2005 APWA GSP)**

44 *Revise the third paragraph to read:*

45
46 The Contracting Agency and the Contractor mutually agree to be bound by the decision
47 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
48 entered in the Superior Court of the county in which the Contracting Agency's
49 headquarters are located. The decision of the arbitrator and the specific basis for the
50 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

51
52
53 **END OF SECTION**

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1 General

Section 1-10.1 is supplemented with the following:

Temporary Pedestrian Access

(*****)

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

A safe pedestrian access shall be provided at all times through the project area and in the process of doing so, no more than one corner at an arterial intersection shall be rendered inaccessible at a given time.

1-10.1(2) Description

(July 22, 2019 Tacoma GSP)

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

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

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

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

This section is supplemented with the following:

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

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

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

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

1 **Traffic Control Management**

2 **1-10.2(1) General**

3 **(January 3, 2017)**

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

5
6 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
7 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
8 following:

9
10 The Northwest Laborers-Employers Training Trust
11 27055 Ohio Ave.
12 Kingston, WA 98346
13 (360) 297-3035

14
15 Evergreen Safety Council
16 12545 135th Ave. NE
17 Kirkland, WA 98034-8709
18 1-800-521-0778

19
20 The American Traffic Safety Services Association
21 15 Riverside Parkway, Suite 100
22 Fredericksburg, Virginia 22406-1022
23 Training Dept. Toll Free (877) 642-4637
24 Phone: (540) 368-1701

25
26 **Traffic Control Labor, Procedures and Devices**

27
28 Section 1-10.3 is supplemented with the following:

29
30 **1-10.3(1) Traffic Control Labor**

31 The first paragraph is revised to read:

32
33 (*****)

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

38
39 **1-10.3(1)A Flaggers**

40 This heading is revised to read:

41
42 **1-10.3(1)A Flaggers and Spotters**

43 (*****)

44
45 This section is supplemented with the following:

46
47 (*****)

48 The Contractor shall provide a spotter where needed and when indicated on the plans
49 and/or with these Specifications. The spotters sole duties are as follows: the spotter shall
50 walk ahead of the construction vehicle in the direction of vehicle travel to insure no
51 pedestrians are in the path of vehicle travel, as well as exclusively assisting with the
52 navigation of pedestrians through, around, adjacent to, and/or through the work zone or
53 adjoining traffic control areas as indicated in the traffic control plans or as directed to do

so on-site. In the course of these responsibilities, the spotter shall signal the vehicle to stop should a pedestrian be in the immediate path of the vehicle. The vehicle shall remain stopped under the direction of the spotter until all pedestrians are out of the immediate path of the vehicle. Spotters shall assist pedestrians through the construction zone as needed.

1-10.3(1)B Other Traffic Control Labor

This section is revised to read:

(*****)

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

1-10.3(2) Traffic Control Procedures

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

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

(*****)

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

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

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

Tacoma Police Department
Special Events Sergeant
(253) 591-5932

TacomaPoliceEvents@ci.tacoma.wa.us

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

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

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

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

2 **(January 11, 2006 Tacoma GSP)**

3 *The fifth paragraph is revised to read:*

4
5 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the
6 Engineer deems to be unacceptable while their use is required on the project shall be
7 replaced by the Contractor at their expense.

8
9 **1-10.3(3)C Portable Changeable Message Sign**

10 **(August 4, 2010 Tacoma GSP)**

11 *This section is supplemented with the following:*

12
13 **(*****)**

14 Portable Changeable Message Signs shall be required on arterials streets where
15 construction occurs for durations longer than seven (7) calendar days. Signs shall be
16 solar charged and programmable. Signs shall be provided a minimum of seven (7)
17 calendar days prior to construction and remain through the duration of the construction
18 on the arterial street. Signs shall be provided on each end of the arterial street
19 construction zone notifying oncoming traffic of the construction conditions.

20
21 To prevent hacker from getting access to the Portable Change Message Signs (PCMS),
22 the contractor is required to change the default password and to take other appropriate
23 measures for field access to message control features on the PCMS. In addition, the
24 contractor shall verify the PCMS control box, if any, is secured and locked from
25 tampering during the daily review of the work zone set up and conditions of the traffic
26 control devices.

27
28 All costs associated with providing and maintain the signs for the required duration shall
29 be included in the proposal item, "Project Temporary Traffic Control", per lump sum

30
31 **Measurement**

32
33 ***Lump Sum Bid for Project (No Unit Items)***

34
35 Section 1-10.4(1) is supplemented with the following:

36
37 **(August 2, 2004)**

38 The proposal contains the item "Project Temporary Traffic Control", lump sum. The
39 provisions of Section 1-10.4(1) shall apply.

40
41 ***Item Bids With Lump Sum for Incidentals***

42
43 Section 1-10.4(2) is supplemented with the following:

44
45 **(*****)**

46 "Uniformed Police Officer" will be measured by the hour.

47
48 **1-10.4(2) Item Bids with Lump Sum for Incidentals**

49 **(January 11, 2006 Tacoma GSP)**

50 *This section is supplemented with the following:*

51
52 No unit of measure will apply to the position of traffic control manager and it will be
53 considered included in other unit contract prices in the Bid Proposal.

1
2 **Payment**

3
4 ***Item Bids with Lump Sum for Incidentals***

5
6 Section 1-10.5(2) is supplemented with the following:

7
8 (*****)

9 "Uniformed Police Officer", per hour.

10
11 The unit Contract price per hour for "Uniformed Police Officer" shall be full pay for
12 performing the Work as specified and as shown in the Plans, including all costs for
13 arrangement for and supervision of a uniformed law enforcement personnel and vehicles
14 to participate in the Contractor's traffic control activities.

15
16
17 **END OF SECTION**
18
19
20
21

1 (*****)

2 **6-21 WORK ACCESS**

3
4 **6-21.01 Description**

5 The Contractor shall construct work access to accommodate all work. Once work is
6 complete the Contractor shall remove the work access and repair any damaged caused
7 to the existing structure.

8
9 **6-21.02 Construction Requirements**

10 The Contractor shall submit Type 2 Working Drawings of the work access. The Contractor
11 shall design the work access structure to withstand all applicable loads in accordance with
12 Labor and Industries requirements.

13
14 The Contractor shall include information with the work access submittal on the
15 construction equipment that will use the work access. The Contractor shall specify the
16 type and model of construction equipment to be used, and shall include equipment
17 catalogue cuts with capacities and geometry. The Contractor shall include anticipated
18 loads and other equipment details.

19
20 **6-21.03 Payment**

21 Payment will be made in accordance with Section 1-09.3 for the following bid item:

22
23 "Work Access - ____", lump sum.

24
25 The lump sum contract price for "Work Access" shall be full pay for all labor, equipment,
26 materials, and supervision utilized to construct and remove the work access.

27
28
29 **END OF SECTION**
30
31

(*****)

6-22 OPTION 1 - REPLACE GLAZING WITH GLAZING

6-22.01 Description

This work consists of installing new glazing to replace the existing glazing. The Contractor shall make the glazing the same size as the existing glazing and reuse the existing aluminum frames.

6-22.02 Materials

Clear Tempered Glass: ASTM C1048, Kind FT Fully tempered, Condition A uncoated, Type 1 transparent flat, Class 1 clear, Quality q3 glazing select.

Elastomeric Glazing Sealants: ASTM C1193, materials compatible with adjacent materials including glass and glazing channels.

6-22.03 Construction Requirements

The Contractor shall measure the required glazing size before ordering material. The Contractor shall clean and repair the frames as necessary before installing the new glazing. The Contractor shall install the glazing per the GANA Glazing Manual. The frames shall be reconstructed to new condition. The Contractor shall clean up the installation by removing all labels, removing all glazing materials from finished surfaces, and cleaning glazing and adjacent surfaces.

6-22.04 Measurement

No specific unit of measurement shall apply to the lump sum item of Replace Glazing with Glazing.

6-22.05 Payment

Payment will be made for the following bid item when included in the proposal:

"Replace Glazing with Glazing", lump sum.

The lump sum contract price for "Replace Glazing with Glazing" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified.

END OF SECTION

(*****)

6-23 OPTION 2 - REPLACE GLAZING WITH METAL PANEL

6-23.01 Description

This work consists of installing a new metal panel to replace the existing glazing. The Contractor shall make the panel the same size as the existing glazing and reuse the existing aluminum frames.

6-23.02 Materials

Aluminum sheet: ASTM B209, 5052 alloy, H32 temper - anodized

Elastomeric Glazing Sealants: ASTM C1193, materials compatible with adjacent materials including glass and glazing channels.

Anodizing: ASTM B580, Type B, 0.0007" thick with a uniform black finish

6-23.03 Construction Requirements

The Contractor shall measure the required metal panel size before ordering material. The panel shall be anodized black before installation. The Contractor shall clean and repair the frames as necessary before installing the new panel. The Contractor shall install the panel utilizing the existing frames and seals. The frames shall be reconstructed to new condition. The Contractor shall clean up the installation by removing all labels, removing all glazing materials from finished surfaces, and cleaning panels and adjacent surfaces.

6-23.04 Measurement

No specific unit of measurement shall apply to the lump sum item of Replace Glazing with Metal Panel.

6-23.05 Payment

Payment will be made for the following bid item when included in the proposal:

"Replace Glazing with Metal Panel", lump sum.

The lump sum contract price for "Replace Glazing with Metal Panel" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified.

END OF SECTION

(*****)

6-24 OPTION 3 - REPLACE GLAZING WITH SUBDIVIDED GLAZING

6-24.01 Description

This work consists of installing new glazing and frames to divide the existing frame into smaller pieces to replace the existing glazing. The contractor may or may not reuse the existing frame. But the new frame must be compatible with the frames that remain.

6-24.02 Materials

Clear Tempered Glass: ASTM C1048, Kind FT Fully tempered, Condition A uncoated, Type 1 transparent flat, Class 1 clear, Quality q3 glazing select.

Elastomeric Glazing Sealants: ASTM C1193, materials compatible with adjacent materials including glass and glazing channels.

Extruded Aluminum: ASTM B221; 6063 alloy, T5 temper typical, 6061 alloy, T6 temper for extruded structural members.

Color Anodized Aluminum Surfaces: B580, Type B, 0.0007" thick with a uniform black finish.

All fasteners shall be stainless steel.

6-24.03 Construction Requirements

The glazing and frame system shall be designed to resist an ultimate wind load of 58 pounds per square foot. The load from the window system shall be resisted by the exterior columns and horizontal cross members. The diagonal members shall not provide resistance to the load, nor shall the new frame be attached to the diagonal members. Limit deflections to 1/175 of the span. The design shall meet Chapter 25 of the 2018 International Building Code. The Contractor shall submit type 2E Working Drawings to the Engineer for approval. The working drawings shall show the design of the glazing and frame and how it is to be installed.

The Contractor shall measure the required size before ordering material. The Contractor shall clean and repair the frames as necessary before installing the new panels if they are reused. The existing frames shall be reconstructed to new condition. The Contractor shall clean up the installation by removing all labels, removing all glazing materials from finished surfaces, and cleaning panels and adjacent surfaces.

6-24.04 Measurement

No specific unit of measurement shall apply to the lump sum item of Replace Glazing with Subdivided Glazing.

6-24.05 Payment

Payment will be made for the following bid item when included in the proposal:

"Replace Glazing with Subdivided Glazing", lump sum.

The lump sum contract price for "Replace Glazing with Subdivided Glazing" shall be full pay for all labor, equipment, materials, and supervision utilized to perform the Work specified.

END OF SECTION

1 (*****)

2 **8-30 REMOVING PORTION OF EXISTING STRUCTURE**

3
4 **8-30.01 Description**

5 This work consists of removal and disposal of the damaged glazing.

6
7 **8-30.02 Construction Requirements**

8 The contractor shall disassemble and protect the frame so that the damaged glazing can
9 be removed. All pieces of the damaged glazing shall be retrieved and disposed of at an
10 approved location. The remaining frame shall be repaired and readied for the
11 installation of the new glazing.

12
13 **8-30.03 Measurement**

14 There shall not be any separate measurement for the removal of the glazing.

15
16 **8-30.04 Payment**

17 Payment will be made for the following bid item when included in the proposal:

18 "Removing Portion of Existing Structure", lump sum.

19
20
21 The lump sum contract price for "Removing Portion of Existing Structure" shall be full
22 pay for all labor, equipment, materials, and supervision utilized to perform the Work
23 specified, including any repairs or replacement of the glazing frames.

24
25
26 **END OF SECTION**
27
28

9-08 PAINTS AND RELATED MATERIALS

(March 23, 2010 Tacoma GSP)

The following section is added:

9-08.20 Painting Surfaces Systems

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

9-08.20(1) Steel

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

9-08.20(2) Concrete

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

9-08.20(3) Wood

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

END OF SECTION

9-28 SIGNING MATERIALS AND FABRICATION
(April 1, 2012 Tacoma GSP)

9-28.1 General

The second sentence of the first paragraph is hereby revised to read:

Permanent signs which measure 36 inches or less on a side and are to be mounted on a single post shall be constructed of single 0.080-inch aluminum panels.

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

Sign overlay panels shall be 0.050-inch aluminum panels.

9-28.9 Fiberglass Reinforced Plastic Signs

This section is deleted in its entirety.

END OF SECTION

END OF SPECIAL PROVISIONS

PART III

STATE PREVAILING WAGE RATES

AND

GENERAL REQUIREMENTS

PREVAILING WAGE RATES

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

The project site is located in PIERCE County.

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

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

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

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

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

REQUIRED FILINGS

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

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

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



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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Commercial (Business) Automobile Liability Insurance

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



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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 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

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.