



City of Tacoma
Department of Public Works

SPECIFICATION NO. PW21-0497F

2021 STRIPING CONTRACT

Project No. 60000051141

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

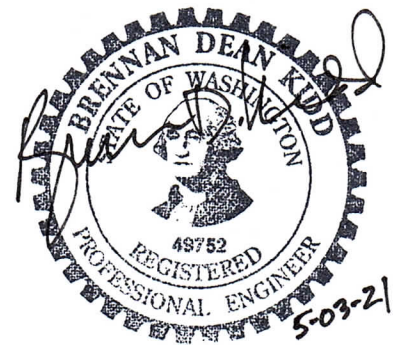
**REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND
CONTRACT**

FOR

**SPECIFICATION NO.
PW21-0497F**

2021 STRIPING CONTRACT

PROJECT NO. 60000051141



Darius Thompson, Project Manager
Engineering Division
Public Works Department

Room 544, Tacoma Municipal Building
Tacoma, Washington 98402-3701

Brennan Kidd, P.E.
Engineering Division
Public Works Department

Room 644, Tacoma Municipal Building
Tacoma, Washington 98402-3701

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City of Tacoma
Public Works Engineering

REQUEST FOR BIDS PW21-0497F
2021 Striping Contract

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, June 15, 2021

Submittal Delivery: Sealed submittals will be received as follows:

By Email: bids@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal
By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th Street Tacoma, WA 98409
In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Administration Building North Guard House (east side of main building) 3628 S 35 th Street Tacoma, WA 98409
By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007

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

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

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

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

Project Scope: This contract shall generally consist of furnishing, installing, and/or removing pavement markings as described in these contract specifications, including but not limited to marking of centerlines, lane lines, turn lanes, bike lanes, parking lines, wide lines, turn arrow markings, stop lines, crosswalks, and symbols/legends as identified in these contract specifications. The majority of the work entails the re-painting of existing striping elements using the existing channelization as guidance. The extent of the work area includes most, if not all, of the arterial roadways within the City limits. Additional supplemental areas within the City, performing similar work elements, are also included in the work..

Estimate: \$600,000.00

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.

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

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

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

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

POST AWARD FORMS EXECUTED UPON AWARD:

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

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

LEAP Goals:

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

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

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. PW21-0497F
2021 Striping Contract

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. 60000051141 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.

Base Bid (Table 1 + Table 2a)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
2. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
3. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
4. 8-09	Raised Pavement Marker Type 2	0.20 Hundred	\$ _____	\$ _____
5. 8-22	Paint Line, One Application of Paint	1,844,985 Lin. Ft.	\$ _____	\$ _____
6. 8-22	Paint Line, Two Applications of Paint	5,580 Lin. Ft.	\$ _____	\$ _____
7. 8-22	Painted Wide Line, One Application of Paint	309,616 Lin. Ft.	\$ _____	\$ _____
8. 8-22	Painted Wide Line, Two Applications of Paint	1,435 Lin. Ft.	\$ _____	\$ _____

Contractor's Name: _____

Specification No. PW21-0497F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. 8-22	Plastic Wide Line	1,000 Lin. Ft.	\$ _____	\$ _____
10. 8-22	Plastic 12-inch Stop Line	334 Lin. Ft.	\$ _____	\$ _____
11. 8-22	Plastic 24-inch Stop Line	153 Lin. Ft.	\$ _____	\$ _____
12. 8-22	Plastic 24-inch Hatch Line	48 Lin. Ft.	\$ _____	\$ _____
13. 8-22	Plastic Bike Lane Symbol with Arrow	4 Each	\$ _____	\$ _____
14. 8-22	Plastic Shared Lane Marking	14 Each	\$ _____	\$ _____
15. 8-22	Plastic Lane Reduction Arrow	2 Each	\$ _____	\$ _____
16. 8-22	Plastic Traffic Arrow	87 Each	\$ _____	\$ _____
17. 8-22	Plastic Traffic Letter	220 Each	\$ _____	\$ _____
18. 8-22	Plastic Railroad Crossing Symbol	2 Each	\$ _____	\$ _____
19. 8-22	Plastic Crosswalk Line	9,680 Sq. Ft.	\$ _____	\$ _____
20. 8-22	Removing Paint Line	479 Lin. Ft.	\$ _____	\$ _____
21. 8-22	Removing Plastic Line	8,004 Lin. Ft.	\$ _____	\$ _____
22. 8-22	Removing Painted Traffic Marking	4 Each	\$ _____	\$ _____
23. 8-22	Removing Plastic Traffic Marking	68 Each	\$ _____	\$ _____

Base Bid (Subtotal Items Nos. 1 - 23)

\$ _____

Contractor's Name: _____

Specification No. PW21-0497F

Page 2 of 4

Additive 1: Miscellaneous Work (Table 2b)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
24. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
25. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
26. 8-22	Paint Line, Two Applications of Paint	307 Lin. Ft.	\$ _____	\$ _____
27. 8-22	Painted Wide Line, Two Applications of Paint	447 Lin. Ft.	\$ _____	\$ _____
28. 8-22	Plastic Wide Line	154 Lin. Ft.	\$ _____	\$ _____
29. 8-22	Plastic Traffic Arrow	1 Each	\$ _____	\$ _____
30. 8-22	Plastic Traffic Letter	8 Each	\$ _____	\$ _____
31. 8-22	Removing Paint Line	332 Lin. Ft.	\$ _____	\$ _____
32. 8-22	Removing Painted Traffic Marking	2 Each	\$ _____	\$ _____
33. 8-22	Removing Plastic Traffic Marking	2 Each	\$ _____	\$ _____

Additive 1 (Subtotal Items Nos. 24 - 33) \$ _____

Additive 2: Miscellaneous Work (Table 2c)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
34. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
35. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. PW21-0497F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
36. 8-22	Paint Line, Two Applications of Paint	2,399 Lin. Ft.	\$ _____	\$ _____
37. 8-22	Painted Wide Line, Two Applications of Paint	136 Lin. Ft.	\$ _____	\$ _____
38. 8-22	Plastic Line	355 Lin. Ft.	\$ _____	\$ _____
39. 8-22	Plastic 12-inch Stop Line	22 Lin. Ft.	\$ _____	\$ _____
40. 8-22	Plastic Traffic Arrow	2 Each	\$ _____	\$ _____
41. 8-22	Plastic Traffic Letter	12 Each	\$ _____	\$ _____
42. 8-22	Removing Paint Line	257 Lin. Ft.	\$ _____	\$ _____
43. 8-22	Removing Plastic Line	80 Lin. Ft.	\$ _____	\$ _____

Additive 2 Bid (Subtotal Items Nos. 34 - 43) \$ _____

BID PROPOSAL SUMMARY

1.	Base Bid TOTAL	\$ _____
2.	Base Bid + Additive 1 TOTAL	\$ _____
3.	Base Bid + Additive 2 TOTAL	\$ _____
4.	Base Bid + Additive 1 + Additive 2 TOTAL	\$ _____

Contractor's Name: _____
Specification No. PW21-0497F
Page 4 of 4

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. PW21-0497F 2021 Striping Contract

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____

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



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 (**May 25, 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.*

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

Equity in Contracting Requirements

Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
16%	10%	23%

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

www.omwbe.diversitycompliance.com*

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

CCD/SBE: PW21-0497F
Date of Record: 1.25.2021

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.



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

EQUITY IN CONTRACTING UTILIZATION FORM

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

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

Bidder's Name: _____

Address: _____ City/State/Zip: _____

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

a. Company Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

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: _____



City of Tacoma

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

General Release to the City of Tacoma

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

Signed on this _____ day of _____, 20____.

Contractor Name

Contractor Authorized Signature

Title

Type or Print Signature Name

PART II

SPECIAL PROVISIONS

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INTRODUCTION

(April 1, 2018 Tacoma GSP)

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

<http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

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

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

(May 18, 2007 APWA GSP)

(August 7, 2006 WSDOT GSP)

(April 2, 2007 Tacoma GSP)

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

(***)**

A pre-bid conference will not be held.

DESCRIPTION OF WORK

(***)**

This contract shall generally consist of furnishing, installing, and/or removing pavement markings as described in these contract specifications, including but not limited to marking of centerlines, lane lines, turn lanes, bike lanes, parking lines, wide lines, turn arrow markings, stop lines, crosswalks, and symbols/legends as identified in these contract specifications. The majority of the work entails the re-painting of existing striping elements using the existing channelization as guidance. The extent of the work area includes most, if not all, of the arterial roadways within the City limits. Additional supplemental areas within the City, performing similar work elements, are also included in the work.

END OF SECTION

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".

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 1, 2018 Tacoma GSP)**
46

47 All references to the acronym UDBE” shall be revised to read “DBE/SBE.
48

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

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.

6 **Calendar Day**

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

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.

16 **Day**

17 Unless otherwise specified, a calendar day.

19 **Deductive**

20 A supplemental unit of work or group of Bid Items, identified separately in the Bid, which
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.

24 **Grand Total Price**

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

28 **Standard Specifications**

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

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

1-02 BID PROCEDURES AND CONDITIONS

1-02.1 Prequalification of Bidders

Delete this section and replace it with the following:

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

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

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")	2	Furnished only upon request.

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

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

Delete this section and replace it with the following:

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

The Contracting Agency reserves the right to arrange the proposal forms with alternates and additives, if such be to the advantage of the Contracting Agency. The bidder shall

bid on all alternates and additives set forth in the Proposal Form unless otherwise specified.

1-02.6 Preparation of Proposal

(July 11, 2018 APWA GSP)

Supplement the second paragraph with the following:

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

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

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

If no Subcontractor is listed, the Bidder acknowledges that it does intend to use any Subcontractor to perform those items of work.

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

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

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

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

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

(August 7, 2006)

Cumulative Additives Bidding

This Bid Proposal requires the bidder to bid Cumulative Additives as part of the bid. As such the bidder is required to submit a Base Bid and Additives and a bid for each of the cumulative Additives.

Bid Proposal

The bid proposal is composed of the following parts:

1. Base Bid

The base bid shall include constructing all items included in the proposal *except* those items contained in Additives 1 and 2.

2. Additive(s) 1 and 2.

a. Additive 1: Miscellaneous Work (Table 2b)

b. Additive 2: Miscellaneous Work (Table 2c)

1 **Bidding procedures:**

2 To be considered responsive the bidder shall submit a price on each and every item of
3 work included in the Base Bid and all Additive(s).
4

5 **Award Procedures:**

6 The successful bidder will be the bidder submitting the lowest responsible bid for the
7 preference, listed in the preferential order below.
8

- 9 1. Preference 1: Lowest total for (Base Bid + Additive 1 + Additive 2)
10 2. Preference 2: Lowest total for (Base Bid + Additive 1)
11 3. Preference 3: Lowest total for (Base Bid + Additive 2)
12 4. Preference 4: Lowest total for Base Bid
13

14 *The fourth paragraph is revised to read:*

15 **(October 18, 2013 Tacoma GSP)**

16
17 The bidder shall submit the following completed forms:
18 City of Tacoma – Equity in Contracting Utilization Form
19

20 **1-02.7 Bid Deposit**

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

22 *Delete this section and replace it with the following:*
23

24 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit
25 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any
26 proposal bond shall be on a form acceptable to the Contracting Agency and shall be
27 signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any
28 way to modify the minimum 5 percent required. The Surety shall: (1) be registered with
29 the Washington State Insurance Commissioner, and (2) appear on the current
30 Authorized Insurance List in the State of Washington published by the Office of the
31 Insurance Commissioner.
32

33 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid
34 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.
35

36 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be
37 followed. No variations from the language thereof will be accepted.
38

39 If submitting your bid electronically, a scanned version of the original bid bond must
40 accompany your electronic bid submittal. The original bid bond shall be sent to the
41 Contracting Agency and postmarked no later than the day of bid opening. **Original bid**
42 **bonds will be delivered to:**
43

44 **City of Tacoma Procurement & Payables Division**

45 **Tacoma Public Utilities**

46 **P.O. Box 11007**

47 **Tacoma, WA 98411-0007**
48

49 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
50
51

1 **1-02.9 Delivery of Proposal**
2 **(April 1, 2018 Tacoma GSP)**

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

5
6 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
7 Project Number as stated in the Call for Bids clearly marked on the outside of the
8 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
9 delivery.

10
11 Electronic Proposals shall be submitted to the City via email to bids@cityoftacoma.org,
12 with the Project Name as stated in the Call for Bids noted on the subject line of the
13 email, or as otherwise required in the Bid Documents, to ensure proper handling and
14 delivery. All electronic documents shall be in PDF format.

15
16 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance
17 with Wage Payment Statutes" document where the Bidder under penalty of perjury
18 verifies that the Bidder is in compliance with responsible bidder criteria in RCW
19 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of
20 Compliance with Wage Payment Statutes" document shall be received with the Bid
21 Proposal.

22
23 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
24 **(March 16, 2016 Tacoma GSP)**

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

26
27 After submitting an electronic Bid Proposal to the Contracting Agency, the Bidder may
28 withdraw, revise, or supplement it if:

- 29
30 1. The Bidder submits a written request signed by an authorized person and
31 emails it to bids@cityoftacoma.org, and
32 2. The Contracting Agency receives the request before the time set for receipt
33 of Bid Proposals, and
34 3. The revised or supplemented Bid Proposal (if any) is received by the
35 Contracting Agency before the time set for receipt of Bid Proposals.

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

40
41 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
42 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
43 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

44
45 **1-02.12 Public Opening of Proposals**
46 **(*****)**

47
48 The first paragraph of this section shall be deleted and replaced with the following:
49 Proposals will be opened and publicly read via webcast at the time indicated in the call
50 for Bids unless the Bid opening has been delayed or canceled.

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

3
4 <https://us02web.zoom.us/j/83250498294>
5

6 Preliminary and final bid results are posted at www.TacomaPurchasing.org
7

8 **1-02.13 Irregular Proposals**
9 **(October 18, 2013 Tacoma GSP)**

10 *Revise item 1 to read:*
11

- 12 1. A proposal will be considered irregular and will be rejected if:
 - 13 a. The Bidder is not prequalified when so required;
 - 14 b. The authorized proposal form furnished by the Contracting Agency is not
15 used or is altered;
 - 16 c. The completed proposal form contains any unauthorized additions,
17 deletions, alternate Bids, or conditions;
 - 18 d. The Bidder adds provisions reserving the right to reject or accept the award,
19 or enter into the Contract;
 - 20 e. A price per unit cannot be determined from the Bid Proposal;
 - 21 f. The Proposal form is not properly executed;
 - 22 g. The Bidder fails to submit or properly complete a Subcontractor list, if
23 applicable, as required in Section 1-02.6;
 - 24 h. The bidder fails to submit or properly complete the EIC forms as required in
25 Section 1-02.6;
 - 26 i. The Bid Proposal does not constitute a definite and unqualified offer to meet
27 the material terms of the Bid invitation; or
 - 28 j. More than one proposal is submitted for the same project from a Bidder
29 under the same or different names.
- 30
31 2. A Proposal may be considered irregular and may be reject if:
 - 32 a. The Proposal does not include a unit price for every Bid item;
 - 33 b. Any of the unit prices are excessively unbalanced (either above or below the
34 amount of a reasonable Bid) to the potential detriment of the Contracting
35 Agency;
 - 36 c. Receipt of Addenda is not acknowledged;
 - 37 d. A member of a joint venture or partnership and the joint venture or
38 partnership submit Proposals for the same project (in such an instance, both
39 Bids may be rejected); or
 - 40 e. If Proposal form entries are not made in ink.

41
42 **1-02.14 Disqualification of Bidders**
43 **(October 18, 2013 Tacoma GSP)**

44 Delete this section and replace it with the following:
45

46 A Bidder will be deemed not responsible if:

- 47 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
48 39.04.350(1), as amended; or
- 49 2. evidence of collusion exists with any other Bidder or potential Bidder.
50 Participants in collusion will be restricted from submitting further bids; or
- 51 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the
52 work or to the full extent of the bid, or to the extent that the bid exceeds the

- authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency; or
10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in section II of the **Notice to Bidders** or
11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

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

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

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

4 *Revise this section to read:*
5

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

- 8 1. A complete statement of the origin, composition, and manufacture of any or all
9 materials to be used,
- 10 2. Samples of these materials for quality and fitness tests,
- 11 3. A progress schedule (in a form the Contracting Agency requires) showing the
12 order of and time required for the various phases of the work,
- 13 4. A breakdown of costs assigned to any bid item,
- 14 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 15 6. Obtain, and furnish a copy of, a business license to do business in the city or
16 county where the work is located.
- 17 7. Any other information or action taken that is deemed necessary to ensure that
18 the bidder is the lowest responsible bidder.
19
20
21
22

END OF SECTION

1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

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

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

Revise this section to read:

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

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

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

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

Revise this section to read:

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

Within 10 calendar days after the award date, the successful bidder shall return the signed Contracting Agency-prepared contract, an insurance certification as required by Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before

1 execution of the contract by the Contracting Agency, the successful bidder shall provide
2 any pre-award information the Contracting Agency may require under Section 1-02.15.
3

4 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
5 Agency nor shall any work begin within the project limits or within Contracting Agency-
6 furnished sites. The Contractor shall bear all risks for any work begun outside such
7 areas and for any materials ordered before the contract is executed by the Contracting
8 Agency.
9

10 If the bidder experiences circumstances beyond their control that prevents return of the
11 contract documents within the calendar days after the award date stated above, the
12 Contracting Agency may grant up to a maximum of 10 additional calendar days for
13 return of the documents, provided the Contracting Agency deems the circumstances
14 warrant it.
15

16 **1-03.4 Contract Bond**

17 **(July 23, 2015 APWA GSP)**

18 *Delete the first paragraph and replace it with the following:*
19

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

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

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

3 *The first sentence is revised to read:*
4

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

10
11
12 **END OF SECTION**
13

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

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

6 *Revise the second paragraph to read:*

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

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

18
19 **1-04.6 Variation In Estimated Quantities**

20 *(July 23, 2015 APWA GSP, Option B; may not be used on FHWA-funded projects)*

21
22 *Revise the first paragraph to read:*

23
24 Payment to the Contractor will be made only for the actual quantities of Work
25 performed and accepted in conformance with the Contract. When the accepted
26 quantity of Work performed under a unit item varies from the original Proposal
27 quantity, payment will be at the unit Contract price for all Work unless the total
28 accepted quantity of any Contract item, adjusted to exclude added or deleted
29 amounts included in change orders accepted by both parties, increases or decreases
30 by more than 25 percent from the original Proposal quantity, and if the total extended
31 bid price for that item at time of award is equal to or greater than 10 percent of the
32 total contract price at time of award. In that case, payment for contract work may be
33 adjusted as described herein:
34

35 **END OF SECTION**
36
37

1-05 CONTROL OF WORK

1-05.3 Working Drawings

(January 13, 2011 Tacoma GSP)

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

1-05.3 Submittals

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

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

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

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

1-05.3(1) Submittal Schedule

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

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

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

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

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

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

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

- Project Name: 2021 Striping Contract
- Project Specification Number: PW21-0497F
- Project No. 60000051141
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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

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

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

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

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

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

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

1-05.3(4) Resubmittals

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan

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

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

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

13
14 The above process shall be repeated until the Engineer establishes the Substantial
15 Completion Date and the Contractor considers the work physically complete and ready
16 for final inspection.

17 18 **1-05.11(2) Final Inspection and Physical Completion Date**

19
20 When the Contractor considers the work physically complete and ready for final
21 inspection, the Contractor by written notice, shall request the Engineer to schedule a
22 final inspection. The Engineer will set a date for final inspection. The Engineer and the
23 Contractor will then make a final inspection and the Engineer will notify the Contractor in
24 writing of all particulars in which the final inspection reveals the work incomplete or
25 unacceptable. The Contractor shall immediately take such corrective measures as are
26 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
27 diligently, and without interruption until physical completion of the listed deficiencies.
28 This process will continue until the Engineer is satisfied the listed deficiencies have been
29 corrected.

30
31 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
32 written notice listing the deficiencies, the Engineer may, upon written notice to the
33 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
34 Section 1-05.7.

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

38
39 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
40 Contracting Agency, in writing, of the date upon which the work was considered
41 physically complete. That date shall constitute the Physical Completion Date of the
42 Contract, but shall not imply acceptance of the work or that all the obligations of the
43 Contractor under the contract have been fulfilled.

44 45 **1-05.11(3) Operational Testing**

46
47 It is the intent of the Contracting Agency to have at the Physical Completion Date a
48 complete and operable system. Therefore when the work involves the installation of
49 machinery or other mechanical equipment; street lighting, electrical distribution or signal
50 systems; irrigation systems; buildings; or other similar work it may be desirable for the
51 Engineer to have the Contractor operate and test the work for a period of time after final
52 inspection but prior to the physical completion date. Whenever items of work are listed in

1 the Contract Provisions for operational testing they shall be fully tested under operating
2 conditions for the time period specified to ensure their acceptability prior to the Physical
3 Completion Date. During and following the test period, the Contractor shall correct any
4 items of workmanship, materials, or equipment which prove faulty, or that are not in first
5 class operating condition. Equipment, electrical controls, meters, or other devices and
6 equipment to be tested during this period shall be tested under the observation of the
7 Engineer, so that the Engineer may determine their suitability for the purpose for which
8 they were installed. The Physical Completion Date cannot be established until testing
9 and corrections have been completed to the satisfaction of the Engineer.

10
11 The costs for power, gas, labor, material, supplies, and everything else needed to
12 successfully complete operational testing, shall be included in the unit Contract prices
13 related to the system being tested, unless specifically set forth otherwise in the proposal.

14
15 Operational and test periods, when required by the Engineer, shall not affect a
16 manufacturer's guaranties or warranties furnished under the terms of the Contract.

17
18 Add the following new section:

19
20 **1-05.12(1) One-Year Guarantee Period**
21 **(March 8, 2013 APWA GSP)**
22

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

33
34 When corrections of defects are made, the Contractor shall then be responsible for
35 correcting all defects in workmanship and materials in the corrected work for one year
36 after acceptance of the corrections by Contracting Agency.

37
38 This guarantee is supplemental to and does not limit or affect the requirements that the
39 Contractor's work comply with the requirements of the Contract or any other legal rights
40 or remedies of the Contracting Agency.

41
42 **1-05.13 Superintendents, Labor and Equipment of Contractor**
43 **(August 14, 2013 APWA GSP)**
44

45 *Delete the sixth and seventh paragraphs of this section.*
46

47 **COOPERATION WITH OTHER CONTRACTORS**
48

1 Section 1-05.14 is supplemented with the following:

2 **(March 13, 1995)**

3 ***Other Contracts Or Other Work***

4 It is anticipated that the following work adjacent to or within the limits of this project will
5 be performed by others during the course of this project and will require coordination of
6 the work:

7 City of Tacoma Public Works Department

8 City of Tacoma Environmental Services Department

9 Tacoma Public Utilities

10 Washington State Department of Transportation

11 Sound Transit

12 Previously installed thermoplastic markings on roadways and at intersections (listed as a
13 non-scoped quantity in Appendix A)

14
15 **1-05.15 Method of Serving Notices**

16 **(March 25, 2009 APWA GSP)**

17 *Revise the second paragraph to read:*

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

26
27 *Add the following new section:*

28
29 **1-05.17 Oral Agreements**

30 **(October 1, 2005 AWWA GSP)**

31
32 No oral agreement or conversation with any officer, agent, or employee of the
33 Contracting Agency, either before or after execution of the contract, shall affect or modify
34 any of the terms or obligations contained in any of the documents comprising the
35 contract. Such oral agreement or conversation shall be considered as unofficial
36 information and in no way binding upon the Contracting Agency, unless subsequently
37 put in writing and signed by the Contracting Agency.

SUBMITTAL TRANSMITTAL FORM

2021 Striping Contract
Project Number 60000051141
Specification No. PW21-0497F

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 QPLs 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 **1-06.6 Recycled Materials**

34
35 **(January 4, 2016 APWA GSP)**

36
37 *Delete this section, including its subsections, and replace it with the following:*

38
39 The Contractor shall make their best effort to utilize recycled materials in the
40 construction of the project. Approval of such material use shall be as detailed elsewhere
41 in the Standard Specifications.

42
43 Prior to Physical Completion the Contractor shall report the quantity of recycled
44 materials that were utilized in the construction of the project for each of the items listed
45 in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete
46 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.
47 utilization of on-site material and aggregates from concrete returned to the supplier).
48 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials
49 Reporting.

50
51 **END OF SECTION**
52

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

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

5 *Supplement this section with the following:*

6
7 In cases of conflict between different safety regulations, the more stringent regulation
8 shall apply.
9

10 The Washington State Department of Labor and Industries shall be the sole and
11 paramount administrative agency responsible for the administration of the provisions of
12 the Washington Industrial Safety and Health Act of 1973 (WISHA).
13

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

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

32 **1-07.2 State Taxes**
33 **(January 6, 2015 TACOMA GSP)**

34 *Supplement this section with the following:*

35
36 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in
37 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications
38 for Road, Bridge, and Municipal Construction.
39

40 **1-07.2(1) State Sales Tax — Rule 171**

41
42 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,
43 roads, etc., which are owned by a municipal corporation, or political subdivision of the
44 state, or by the United States, and which are used primarily for foot or vehicular traffic.
45 This includes storm or combined sewer systems within and included as a part of the
46 street or road drainage system and power lines when such are part of the roadway
47 lighting system. For work performed in such cases, the Contractor shall include
48 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract
49 amounts, including those that the Contractor pays on the purchase of the materials,
50 equipment, or supplies used or consumed in doing the work.
51

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

2
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or
4 existing buildings, or other structures, upon real property. This includes, but is not
5 limited to, the construction of streets, roads, highways, etc., owned by the state of
6 Washington; water mains and their appurtenances; sanitary sewers and sewage
7 disposal systems unless such sewers and disposal systems are within, and a part of, a
8 street or road drainage system; telephone, telegraph, electrical power distribution lines,
9 or other conduits or lines in or above streets or roads, unless such power lines become a
10 part of a street or road lighting system; and installing or attaching of any article of
11 tangible personal property in or to real property, whether or not such personal property
12 becomes a part of the realty by virtue of installation.

13
14 For work performed in such cases, the Contractor shall collect from the Contracting
15 Agency, retail sales tax on the full contract price. The Contracting Agency will
16 automatically add this sales tax to each payment to the Contractor. For this reason, the
17 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other
18 contract amount subject to Rule 170, with the following exception.

19
20 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor
21 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or
22 consumable supplies not integrated into the project. Such sales taxes shall be included
23 in the unit bid item prices or in any other contract amount.

24
25 **1-07.2(3) Services**

26
27 The Contractor shall not collect retail sales tax from the Contracting Agency on any
28 contract wholly for professional or other services (as defined in Washington State
29 Department of Revenue Rules 138 and 244).

30
31 **1-07.9 Wages**

32
33 **1-07.9(5) Required Documents**
34 **(March 1, 2004 Tacoma GSP)**

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

36
37 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
38 subcontractors or agents.

39
40 *This section is supplemented with the following:*

41
42 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
43 dollar amount paid to each employee for each employee classification.

44
45 Where fringe benefits are paid into approved plans, funds, or programs, the amount of
46 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified
47 Payroll Affirmation form.

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

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

5 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
6 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
7 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
8 Contractor shall immediately discontinue work and initiate treatment according to the
9 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
10 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
11 the City stormwater system.
12

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

30 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
31 **(February 9, 2011 Tacoma GSP)**

32 *This section is revised to read:*
33

34 The Contractor shall prepare a project-specific spill prevention, control, and
35 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The
36 Contractor shall submit the plan to the Project Engineer no later than the date of the
37 preconstruction conference. No on-site construction activities may commence until the
38 Contracting Agency accepts an SPCC Plan for the project.
39

40 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
41 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
42 Manual (M 31-11). Occupational safety and health requirements that may pertain to
43 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
44 296-843.
45

46 **Implementation Requirements**

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

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

5
6 The Contractor shall implement the spill prevention measures identified in the SPCC
7 Plan before performing any of the following:

- 8
- 9 1. Placing materials or equipment in staging or storage areas.
- 10
- 11 2. Refueling, washing, or maintaining equipment.
- 12
- 13 3. Stockpiling contaminated materials.
- 14

15 **SPCC Plan Element Requirements**

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

- 17
- 18 1. Responsible Personnel
19 Identify the name(s), title(s), and contact information, including a 24/7 emergency
20 contact number, for the personnel responsible for implementing and updating the
21 plan, including all spill responders.
22
- 23 2. Spill Reporting
24 List the names and telephone numbers of the Federal, State, and local agencies
25 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
26 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
27 City Source Control Spill Response number at 253.502.2222.
28
- 29 3. Project and Site Information
30 Describe the following items:
31 A. The project Work.
32 B. The site location and boundaries.
33 C. The drainage pathways from the site, including both stormwater and sanitary
34 conveyance pathways.
35 D. Nearby waterways and sensitive areas and their distances from the site.
36
- 37 4. Potential Spill Sources
38 Describe each of the following for all potentially hazardous materials brought or
39 generated on-site (including materials used for equipment operation, refueling,
40 maintenance, or cleaning):
41 A. Name of material and its intended use.
42 B. Estimated maximum amount on-site at any one time.
43 C. Location(s) (including any equipment used below the ordinary high water line)
44 where the material will be staged, used, and stored and the distance(s) from
45 nearby waterways and sensitive areas.
46 D. Decontamination location and procedure for equipment that comes into
47 contact with the material.
48 E. Disposal procedures.
49 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
50 material.
51
52

- 1 5. Pre-Existing Contamination
- 2 Describe any pre-existing contamination and contaminant sources (such as
- 3 buried pipes or tanks) in the project area that are described in the Contract
- 4 documents. Identify equipment and work practices that will be used to prevent
- 5 the release of contamination.
- 6
- 7 6. Spill Prevention and Response Training
- 8 Describe how and when all personnel (including refueling Contractors and
- 9 Subcontractors) will be trained in spill prevention, containment, and response in
- 10 accordance with the Plan. Describe how and when all spill responders will be
- 11 trained in accordance with WAC 296-824.
- 12
- 13 7. Spill Prevention
- 14 Describe the following items:
- 15
- 16 A. Spill response kit contents and location(s).
- 17 B. Security measures for potential spill sources.
- 18 C. Secondary containment practices and structures for all containers to handle
- 19 the maximum volume of potential spill of hazardous materials.
- 20 D. Methods used to prevent stormwater from contacting hazardous materials.
- 21 E. Site inspection procedures and frequency.
- 22 F. Equipment and structure maintenance practices.
- 23 G. Daily inspection and cleanup procedures that ensure all equipment used
- 24 below the ordinary high water line is free of all external petroleum-based
- 25 products.
- 26 H. Refueling procedures for equipment that cannot be moved from below the
- 27 ordinary high water line.
- 28
- 29 8. Spill Response
- 30 Outline the response procedures the Contractor will follow for each scenario
- 31 listed below. Include a description of the actions the Contractor shall take and the
- 32 specific on-site spill response equipment that shall be used to assess the spill,
- 33 secure the area, contain and eliminate the spill source, and clean up and dispose
- 34 of spilled and contaminated material.
- 35
- 36 Response procedures shall be outlined in the Spill Response section and shall
- 37 include notification to the City of Tacoma Wastewater Treatment Plant
- 38 Operations number at 253.591.5595 and the City Source Control Spill Response
- 39 number at 253.502.2222.
- 40
- 41 A. A spill of each type of hazardous material at each location identified in 4,
- 42 above.
- 43 B. Stormwater that has come into contact with hazardous materials.
- 44 C. Drainage pathways from the site, including both stormwater and sanitary
- 45 conveyance pathways.
- 46 D. A release or spill of any unknown pre-existing contamination and contaminant
- 47 sources (such as buried pipes or tanks) encountered during project Work.
- 48 E. A spill occurring during Work with equipment used below the ordinary high
- 49 water line.
- 50
- 51

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

5
6 9. Project Site Map

7 Provide a map showing the following items:

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

17
18 10. Spill Report Forms

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

21
22 **Payment**

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

25
26 "SPCC Plan," lump sum.

27
28 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor
29 shall receive 50-percent of the lump sum Contract price for the plan.

30
31 The remaining 50-percent of the lump sum price will be paid after the materials and
32 equipment called for in the plan are mobilized to the project.

33
34 The lump sum payment for "SPCC Plan" shall be full pay for:

- 35
36 1. All costs associated with creating the accepted SPCC Plan.
37
38 2. All costs associated with providing and maintaining the on-site spill prevention
39 equipment described in the accepted SPCC Plan.
40
41 3. All costs associated with providing and maintaining the on-site standby spill
42 response equipment and materials described in the accepted SPCC Plan.
43
44 4. All costs associated with implementing the spill prevention measures identified in
45 the accepted SPCC Plan.
46
47 5. All costs associated with updating the SPCC Plan as required by this
48 Specification.
49

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

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

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

5 *This section is supplemented with the following:*

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

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

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

17
18 **1-07.18 Public Liability and Property Damage Insurance**

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

20
21 **1-07.18 Insurance**
22 **(December 17, 2019 Tacoma GSP)**

23
24 During the course and performance of the services herein specified, the contractor will
25 maintain the insurance coverage in the amounts and in the manner specified in the City
26 of Tacoma Insurance Requirements as is applicable to the services and deliverables
27 provided under this contract. The City of Tacoma Insurance Requirements document is
28 fully incorporated herein by reference.

29
30 Failure by the City to identify a deficiency in the insurance documentation provided by
31 the Contractor or failure of the City to demand verification of coverage or compliance by
32 the Contractor with these insurance requirements shall not be construed as a waiver of
33 the Contractor's obligation to maintain such insurance.

34
35 **1-07.23 Public Convenience and Safety**

36
37 **1-07.23(1) Construction Under Traffic**
38 **(May 2, 2017 APWA GSP)**

39
40 *Revise the third sentence of the second paragraph to read:*

41
42 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
43 approved by the Contracting Agency activating pedestrian recall timing or other
44 accommodation may be allowed during construction.

45
46 **1-07.23(1) Construction under Traffic**
47 **(March 1, 2004 Tacoma GSP)**

48 *This section is supplemented with the following:*

49
50 The following special traffic requirements shall be adhered to during all phases of
51 construction:

1 All project streets shall remain fully open to vehicular and pedestrian traffic at all times.

2
3 **EXCEPTION:**

4 The flow of traffic may be reduced within available lane(s) to permit application of
5 striping/markings and their proper set-up/dry time so long as any resulting traffic
6 queuing does not compromise traffic safety or unduly delay the public. Traffic
7 may be constrained to one through lane in each direction by restricting use of, or
8 shifting the traffic flow into, an adjacent through lane, turn lane, bike lane, and/or
9 parking lane when the roadway/intersection configuration (geometrically or
10 otherwise) allows and is accompanied by an approved traffic control plan.

11
12 Most bike lanes will require temporarily restricting on-street parking before the
13 bike lane lines can be painted. It shall be the responsibility of the contractor to
14 place 'No Parking – (date)' notification signing 72 hours prior to work and shall
15 limit the application to one side of the street at a time with the advance
16 deployment of the "No Parking" signing for the other side starting after
17 completing the first side.

18
19 To minimize the disruption to access to adjacent properties, and to Pierce Transit
20 operations, the lane closure area shall be limited to that area of active work and
21 necessary for appropriate lane closure tapers. The Contractor shall stage work to
22 maintain access to and egress from all properties at all times.

23
24 A safe pedestrian access shall be provided at all times through the project area. All lane
25 closures shall be coordinated with the adjacent businesses, other contractors working
26 within the project vicinity, local transit agencies and the City.

27
28 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
29 construction work, parking may be restricted either entirely or during the time when it
30 creates a hazard. Temporary signs for restricting parking shall be approved by the City
31 and placed by the Contractor at least 72 hours prior to the work beginning. The
32 Contractor shall be responsible for and shall maintain all such signs for the duration of
33 their need.

34
35 The Contractor shall notify all property owners and tenants of detours, street and alley
36 closures, or other restrictions that may interfere with their access. Notification shall be at
37 least five (5) working days in advance for all properties.

38
39 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
40 times. In addition, the Contractor shall coordinate Contractor activities with all disposal
41 firms and transit bus service that may be operating in the project area.

42
43 If street closures or lane restrictions, not provided for in the Specifications, are allowed
44 subsequent to award of the contract, an equitable adjustment of the Contract amount
45 shall be negotiated.

46
47 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
48 areas of public traffic or where such debris may be transported into a drainage system.
49 When construction operations are such that debris from the work is deposited on the
50 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or
51 debris which may accumulate on the roadway surface. Should daily removal be
52 insufficient to keep the streets clean, the Contractor shall perform removal operations on

1 a more frequent basis. If the Engineer determines that a more frequent cleaning is
2 impractical or if the Contractor fails to keep the streets free from deposits and debris
3 resulting from the work, the Contractor shall, upon order of the Engineer, provide
4 facilities for and remove all deposits from the tires or between wheels before trucks or
5 other equipment will be allowed to travel over paved streets. Should the Contractor fail
6 or refuse to clean the streets in question, or the trucks or equipment in question, the
7 Engineer may order the work suspended at the Contractor's risk until compliance with
8 Contractor's obligations is assured, or the Engineer may order the streets in question
9 cleaned by others and such costs incurred by the City in achieving compliance with
10 these contract requirements, including cleaning of the streets, shall be deducted from
11 moneys due or to become due the Contractor on monthly estimate. The Contractor shall
12 have no claim for delay or additional costs should the Engineer choose to suspend the
13 Contractor's work until compliance is achieved.

14
15 **1-07.24 Rights of Way**
16 **(July 23, 2015 APWA GSP)**

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

18
19
20 Street Right of Way lines, limits of easements, and limits of construction permits are
21 indicated in the Plans. The Contractor's construction activities shall be confined within
22 these limits, unless arrangements for use of private property are made.

23
24 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
25 way and easements, both permanent and temporary, necessary for carrying out the
26 work. Exceptions to this are noted in the Bid Documents or will be brought to the
27 Contractor's attention by a duly issued Addendum.

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

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

44
45 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
46 This includes entry onto easements and private property where private improvements
47 must be adjusted.

48
49 The Contractor shall be responsible for providing, without expense or liability to the
50 Contracting Agency, any additional land and access thereto that the Contractor may
51 desire for temporary construction facilities, storage of materials, or other Contractor
52 needs. However, before using any private property, whether adjoining the work or not,

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

11
12
13 **END OF SECTION**
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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.

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 **1-08.4 Prosecution of Work**

43 *Delete this section and replace it with the following:*
44

45 **1-08.4 Notice to Proceed and Prosecution of Work**
46 **(July 23, 2015 APWA GSP)**
47

48 Notice to Proceed will be given after the contract has been executed and the contract
49 bond and evidence of insurance have been approved and filed by the Contracting
50 Agency. The Contractor shall not commence with the work until the Notice to Proceed
51 has been given by the Engineer. The Contractor shall commence construction activities
52 on the project site within ten days of the Notice to Proceed Date, unless otherwise

1 approved in writing. The Contractor shall diligently pursue the work to the physical
2 completion date within the time specified in the contract. Voluntary shutdown or slowing
3 of operations by the Contractor shall not relieve the Contractor of the responsibility to
4 complete the work within the time(s) specified in the contract.

5
6 When shown in the Plans, the first order of work shall be the installation of high visibility
7 fencing to delineate all areas for protection or restoration, as described in the Contract.
8 Installation of high visibility fencing adjacent to the roadway shall occur after the
9 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
10 Upon construction of the fencing, the Contractor shall request the Engineer to inspect
11 the fence. No other work shall be performed on the site until the Contracting Agency has
12 accepted the installation of high visibility fencing, as described in the Contract.

13
14 **1-08.5 Time for Completion**
15 **(March 16, 2016 Tacoma GSP)**

16 *Revise the third and fourth paragraphs to read:*

17
18 Contract time shall begin on the first working day following the Notice to Proceed Date.

19
20 Each working day shall be charged to the contract as it occurs, until the contract work is
21 physically complete. If substantial completion has been granted and all the authorized
22 working days have been used, charging of working days will cease. Each week the
23 Engineer will provide the Contractor a statement that shows the number of working days:
24 (1) charged to the contract the week before; (2) specified for the physical completion of
25 the contract; and (3) remaining for the physical completion of the contract. The
26 statement will also show the nonworking days and any partial or whole day the Engineer
27 declares as unworkable. Within 10 calendar days after the date of each statement, the
28 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
29 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
30 ascertain the basis and amount of time disputed. By not filing such detailed protest in
31 that period, the Contractor shall be deemed as having accepted the statement as
32 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
33 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
34 be charged as a working day then the fifth day of that week will be charged as a working
35 day whether or not the Contractor works on that day.

36
37 *Revise the sixth paragraph to read:*

38
39 The Engineer will give the Contractor written notice of the completion date of the
40 contract after all the Contractor's obligations under the contract have been performed by
41 the Contractor. The following events must occur before the Completion Date can be
42 established:

- 43 1. The physical work on the project must be complete; and
- 44 2. The Contractor must furnish all documentation required by the contract and
45 required by law, to allow the Contracting Agency to process final acceptance of
46 the contract. The following documents must be received by the Project Engineer
47 prior to establishing a completion date:
 - 48 a. Certified Payrolls (per Section 1-07.9(5)).
 - 49 b. Material Acceptance Certification Documents
 - 50 c. Reports of Amounts Credited as SBE Participation, as required by the
 - 51 Contract Provisions.
 - 52 d. Final Contract Voucher Certification

- 1 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor
2 and all Subcontractors
3 f. Property owner releases per Section 1-07.24
4

5 *This section is supplemented with the following:*
6 **(March 1, 2004 Tacoma GSP)**
7

8 This project shall be physically completed within **50** working days.
9

10 **1-08.9 Liquidated Damages**
11 **(August 14, 2013 APWA GSP)**

12 *Revise the fourth paragraph to read:*
13

14 When the Contract Work has progressed to Substantial Completion as defined in the
15 Contract, the Engineer may determine that the work is Substantially Complete. The
16 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
17 overruns in Contract time occurring after the date so established, the formula for
18 liquidated damages shown above will not apply. For overruns in Contract time occurring
19 after the Substantial Completion Date, liquidated damages shall be assessed on the
20 basis of direct engineering and related costs assignable to the project until the actual
21 Physical Completion Date of all the Contract Work. The Contractor shall complete the
22 remaining Work as promptly as possible. Upon request by the Project Engineer, the
23 Contractor shall furnish a written schedule for completing the physical Work on the
24 Contract.
25

26
27 **END OF SECTION**
28

1 **1-09 MEASUREMENT AND PAYMENT**

2
3 **1-09.6 Force Account**

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

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

6
7 The Contractor shall submit a comprehensive summary list of all equipment anticipated
8 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.
9 The list shall include the contractor's equipment number, make, model, year, operation
10 rate, standby rate, applicable attachments and any other applicable information
11 necessary to determine the applicable rates in accordance with this section. In addition,
12 the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com)
13 for each piece of equipment in the summary list. Access to the Equipment Watch web
14 site is available at the City's Construction Management Office. Copies requested by the
15 contractor will be charged at the current applicable rate.

16
17 **1-09.9 Payments**

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

19
20 *Delete the first four paragraphs and replace them with the following:*

21
22 The basis of payment will be the actual quantities of Work performed according to the
23 Contract and as specified for payment.

24
25 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
26 Preconstruction Conference, to enable the Project Engineer to determine the Work
27 performed on a monthly basis. A breakdown is not required for lump sum items that
28 include a basis for incremental payments as part of the respective Specification. Absent
29 a lump sum breakdown, the Project Engineer will make a determination based on
30 information available. The Project Engineer's determination of the cost of work shall be
31 final.

32
33 Progress payments for completed work and material on hand will be based upon
34 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
35 established at the preconstruction conference.

36
37 The initial progress estimate will be made not later than 30 days after the Contractor
38 commences the work, and successive progress estimates will be made every month
39 thereafter until the Completion Date. Progress estimates made during progress of the
40 work are tentative, and made only for the purpose of determining progress payments.
41 The progress estimates are subject to change at any time prior to the calculation of the
42 final payment.

43
44 The value of the progress estimate will be the sum of the following:

- 45 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
46 units of work completed multiplied by the unit price.
47 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump
48 sum breakdown for that item, or absent such a breakdown, based on the
49 Engineer's determination.
50 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job
51 site or other storage area approved by the Engineer.

- 1 4. Change Orders — entitlement for approved extra cost or completed extra work
2 as determined by the Engineer.
3

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

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

10 Progress payments for work performed shall not be evidence of acceptable performance
11 or an admission by the Contracting Agency that any work has been satisfactorily
12 completed. The determination of payments under the contract will be final in accordance
13 with Section 1-05.1.
14

15 *This section is supplemented with the following:*

16 **(January 6, 2015 Tacoma GSP)**

17
18 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
19 include all costs for labor, equipment, materials, and taxes (as applicable) associated
20 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
21 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
22 Standard Specifications.
23

24 Stockpiled Material - The point of acceptance of stockpiled material for payment and
25 quality shall be at the time of incorporation into the contract.
26

27 **1-09.9(1) Retainage**

28 **(May 10, 2006 Tacoma GSP)**

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

- 30
31 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
32 7. A release has been obtained from the City of Tacoma's City Clerk's Office.
33

34 **1-09.13(3)A Administration of Arbitration**

35 **(October 1, 2005 APWA GSP)**

36 *Revise the third paragraph to read:*

37
38 The Contracting Agency and the Contractor mutually agree to be bound by the decision
39 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
40 entered in the Superior Court of the county in which the Contracting Agency's
41 headquarters are located. The decision of the arbitrator and the specific basis for the
42 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.
43
44

45 **END OF SECTION**
46

1 **1-10 TEMPORARY TRAFFIC CONTROL**

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

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

6
7 Traffic control provisions shall be conducted in such a manner that minimizes the
8 potential for tracking of freshly installed pavement striping/markings material.

9
10 Only uniformed off-duty police officers shall be used to control traffic when it is
11 necessary to override or provide traffic control at signalized intersections. Off-duty City
12 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma
13 PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by
14 contacting the Tacoma PD first as stated below.

15
16 Existing signs shall not be removed until the Contractor has provided for temporary
17 measures sufficient to safeguard and direct traffic after existing signs have been
18 removed. Preservation of temporary traffic control and street name signs shall be the
19 sole responsibility of the Contractor.

20
21 As the work progresses and permits, temporarily relocated and/or removed traffic signs
22 shall be reset in their permanent location. Permanent signs and other traffic control
23 devices damaged or lost by the Contractor shall be replaced or repaired at the
24 Contractor's expense.

25
26 If requested by the Contractor at least five (5) working days in advance and the request
27 is approved by the Engineer, temporary adjustments to existing traffic signals and traffic
28 signal activators will be made by the City.

29
30 **Traffic Control Management**

31 **1-10.2(1) General**

32 **(January 3, 2017)**

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

34
35 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
36 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
37 following:

38
39 The Northwest Laborers-Employers Training Trust
40 27055 Ohio Ave.
41 Kingston, WA 98346
42 (360) 297-3035

43
44 Evergreen Safety Council
45 12545 135th Ave. NE
46 Kirkland, WA 98034-8709
47 1-800-521-0778

48
49 The American Traffic Safety Services Association
50 15 Riverside Parkway, Suite 100
51 Fredericksburg, Virginia 22406-1022
52 Training Dept. Toll Free (877) 642-4637
53 Phone: (540) 368-1701

1 Section 1-10.3 is supplemented with the following:

2
3 **1-10.3(2)F Signalized Intersections**
4 **(January 11, 2006 Tacoma GSP)**
5

6 When construction operations are such that an existing traffic signal is required to be
7 overridden to allow for traffic control measures, the signal shall be overridden only by a
8 uniformed off-duty police officer.
9

10 All off-duty officers shall be commissioned within the State of Washington.
11

12 **1-10.3 Traffic Control Labor, Procedures, and Devices**
13

14 **1-10.3(1) Traffic Control Labor**

15 *The first paragraph is revised to read:*
16

17 The Contractor shall furnish all personnel for flagging and spotting, for the execution of all
18 procedures related to temporary traffic control and for the setup, maintenance and removal
19 of all temporary traffic control devices and construction signs necessary to control
20 vehicular, bicycle, and pedestrian traffic during construction operations.
21

22 **1-10.3(1)A Flaggers**

23 *This heading is revised to read:*
24

25 **1-10.3(1)A Flaggers and Spotters**
26 **(*****)**
27

28 *This section is supplemented with the following:*
29

30 The Contractor shall provide a spotter where needed and when indicated on the plans
31 and/or with these Specifications. The spotters sole duties are as follows: the spotter shall
32 walk ahead of the construction vehicle in the direction of vehicle travel to insure no student,
33 school employee, school visitors, or other pedestrians are in the path of vehicle travel, as
34 well as exclusively assisting with the navigation of pedestrians through, around, adjacent
35 to, and/or through the work zone or adjoining traffic control areas as indicated in the traffic
36 control plans or as directed to do so on-site. In the course of these responsibilities, the
37 spotter shall signal the vehicle to stop should a student, school employee, visitor, or other
38 pedestrian be in the immediate path of the vehicle. The vehicle shall remain stopped under
39 the direction of the spotter until all pedestrians are out of the immediate path of the vehicle
40 Spotters shall assist pedestrians through the construction zone as needed.
41

42 **1-10.3(1)B Other Traffic Control Labor**

43 *This section is revised to read:*
44

45 In addition to flagging duties, the Contractor shall provide personnel for all other traffic
46 control procedures required by the construction operations and for the labor and
47 equipment to install, maintain, and remove any traffic control devices shown on Traffic
48 Control Plans.
49

50 **1-10.3(2) Traffic Control Procedures**

51 *Section 1-10.3(2) is supplemented with the following:*
52

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

2
3 When construction operations are such that an existing traffic signal is required to be
4 overridden to allow for traffic control measures, the signal shall be overridden only by a
5 uniformed off-duty police officer. Use of uniformed off-duty police officers shall be used
6 only when approved by the City
7

8 All off-duty officers shall be commissioned within the State of Washington.
9

10 Tacoma Police Department officers shall be the first choice for traffic control that
11 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The
12 Contractor shall first contact Tacoma Police Department, Special Events Sergeant, to
13 schedule police officers for the specified traffic control duty.
14

15 Tacoma Police Department
16 Special Events Sergeant
17 (253) 591-5932
18 TacomaPoliceEvents@ci.tacoma.wa.us
19

20 All costs associated with the use of uniformed off-duty police officers shall be included in
21 the lump sum price for, "Project Temporary Traffic Control".
22

23 The Contractor shall request officers at least 48 hours in advance for scheduling, unless
24 an exception is approved by the Engineer.
25

26 The Contractor shall immediately notify the Engineer in writing if Tacoma PD cannot supply
27 officers for the requested date(s). The Contractor shall include the written response from
28 Tacoma PD and state the preference to either postpone the affected Work or request
29 officers from other State of Washington jurisdictions. Using officers from other jurisdictions
30 must be approved by the Engineer.
31

32 The Contractor will not be compensated for any off-duty officers from other jurisdictions
33 performing traffic control without prior approval from the Engineer, and the Contracting
34 Agency may stop work in accordance with Section 1-08.6, "Suspension of Work".
35

36 **1-10.3(3)A Construction Signs**
37 **(January 11, 2006 Tacoma GSP)**

38 *The fifth paragraph is revised to read:*
39

40 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the
41 Engineer deems to be unacceptable while their use is required on the project shall be
42 replaced by the Contractor at their expense.
43
44

45 **END OF SECTION**
46
47

1 **8-22 PAVEMENT MARKING**
2 **(March 3, 2008 Tacoma GSP)**
3

4 **8-22.2 Materials**

5 **(*****)**

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

8 Painted striping shall be installed using Low VOC Waterborne Paint meeting the
9 requirements of Section 9-34.2.
10

11 Plastic striping/pavement markings shall be installed using Type A Liquid Hot Applied
12 Thermoplastic and/or Type B Pre-Formed Fused Thermoplastic meeting the requirement
13 of Section 9-34.3 with the particular material selected based on the striping/markings
14 element being installed and the applicability of the condition of the roadway surface to
15 achieve successful and sustained installation.
16

17 **8-22.3 Construction Requirements**
18

19 **8-22.3(1) Preliminary Spotting**

20 **(*****)**

21 *The first two sentences are revised to read:*
22

23 The Engineer will provide necessary begin/end control points for work sections where
24 begin/end points cannot be readily discerned per existing permanent markings (or
25 control points) and/or newly installed permanent markings adjacent to the project work
26 area.
27

28 *The second sentence is amended to read:*
29

30 The Contractor shall be responsible for preliminary spotting of the lines to be marked
31 and verification that minimum acceptable lane widths will result from the application.
32

33 *The third sentence is amended to read:*
34

35 Approval by the Engineer is required before marking begins unless other mutually
36 agreed upon inspection and approval process is proposed and approved.
37

38 *The last sentence is revised to read:*
39

40 The color of the material used for spotting/layout does not necessarily need to match the
41 color of the permanent marking so long as the color/method used by the Contractor
42 allows the Engineer to discern which marks pertain to which permanent marking
43 element.
44

45 **8-22.3(3)B Line Patterns**

46 **(*****)**

47 *This section is supplemented with the following:*
48

49 **Double Yellow Center Line** - Two solid yellow lines, each 4 inches wide, separated by
50 a 4-inch space.
51

1 **Two Way Left Turn Line** - A solid yellow line 4 inches wide with a broken yellow line 4
2 inches wide, separated by a 4-inch space. The broken pattern shall be based on a 32-
3 foot unit consisting of a 12-foot line and a 20-foot gap. The solid line shall be installed to
4 the right of the broken line relative to the direction of travel and for each direction of
5 travel.

6
7 **Lane Line** - A broken white line 4 inches wide to delineate adjacent lanes traveling in the
8 same direction. The broken pattern shall be based on a 32-foot unit consisting of a 12-
9 foot line and a 20-foot gap.

10
11 **Gore/Wide Line** - A solid white line 8 inches wide.

12
13 **Dotted Extension Line** - A broken white or yellow line with width matching its
14 associated solid line. The broken pattern shall be based on an 8-foot unit consisting of a
15 2-foot line and a 6-foot gap.

16
17 **Edge/Parking Lane Line** - A solid white line 4 inches wide used for lane delineation or
18 bike lane delineation on the side adjacent to parking lane/area.

19
20 **Bike Lane Line** - A solid white line 6 inches wide that is used to delineate a bike lane
21 adjacent to a moving traffic lane.

22
23 **Bike Lane Dotted Line** - A broken white line 6 inches wide (or 4-inches wide if part of a
24 buffer space) with the broken pattern based on an 8-foot unit consisting of a 2-foot line
25 and a 6-foot gap. Bike Lane Skip Line is used to delineate a Bike Lane Line
26 position/alignment at driveways, alleys, and/or corresponding with transit stops.

27
28 **Hatch or Chevron Line** – A white 4-inch stripe used within bike buffer areas that is
29 oriented at 45 degrees (for hatch line originating from the bike lane side of the buffer and
30 extending toward the vehicle lane) or at converging 45 degree angles (for chevron
31 marking) with the vertex positioned upstream within the middle of the buffer space and
32 aligned in succession with the dissecting alignment of the overall space.

33
34 Also see details provided in Appendix B.

35
36 **8-22.3(3)E Installation**

37 **(*****)**

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

39
40 One application of paint will be required to complete all paint markings installed over
41 existing paint markings and two applications of paint will be required to complete all paint
42 markings installed on selected roadways noted in the Appendix A (Table 2) striping
43 location list that includes locations included in the Base Bid as well as areas that would
44 be part of any additive(s) that may be awarded. Vehicle and pedestrian tracking of newly
45 applied striping shall be removed per section 8-22.3(6), and the affected portion of
46 marking reinstalled by the end of the next working day or within reasonable timeframe as
47 agreed upon by City.

1 **8-22.3(4) Tolerances for Lines**

2 *The allowable tolerance for “Length of Line” is revised to read:*

3
4 **Length of Line:** The longitudinal accumulative error within a 32-foot length of skip
5 stripe shall not exceed plus or minus 1 inch.

6
7 **8-22.3(6) Removal of Pavement Markings**

8 *This section is supplemented with the following:*

9
10 Vacuum shrouded equipment, or other equally effective means, shall be used to contain
11 and collect all pavement marking debris and excess water. Collected water and debris
12 shall be disposed of off the project site in accordance with Department of Ecology or
13 other federal, state or local regulations. The removal of raised pavement markers shall
14 be incidental to the removal of the associated marking.

15
16 **8-22.4 Measurement**

17 *The last sentence of the sixth paragraph is revised to read:*

18
19 The measurement for “Paint Line, One Application of Paint” shall be the same as the
20 measurement for “Paint Line” as referenced in Section 8.22.4.

21
22 The measurement for “Paint Line, Two Applications of Paint” shall be the same as the
23 measurement for “Paint Line” as referenced in Section 8.22.4.

24
25 The measurement for “Painted Wide Line, One Application of Paint” shall be the same
26 as the measurement for “Painted Wide Lane Line” as referenced in Section 8.22.4.

27
28 The measurement for “Painted Wide Line, Two Applications of Paint” shall be the same
29 as the measurement for “Painted Wide Lane Line” as referenced in Section 8.22.4.

30
31 The measurement for “Plastic 12-inch Stop Line” shall be the same as the measurement
32 for “Plastic Stop Line” as referenced in Section 8.22.4.

33
34 The measurement for “Plastic 24-inch Stop Line” shall be the same as the measurement
35 for “Plastic Stop Line” as referenced in Section 8.22.4.

36
37 The measurement for “Plastic 24-inch Hatch Line” shall be the same as the
38 measurement for “Plastic Crosshatch Marking” as referenced in Section 8.22.4.

39
40 The measurement for “Plastic Bicycle Lane Symbol with Arrow” shall be the same as the
41 measurement for “Plastic Bicycle Lane Symbol” as referenced in Section 8.22.4.

42
43 The measurement for “Plastic Shared Lane Marking” shall be the same as the
44 measurement for “Plastic Bicycle Lane Symbol” as referenced in Section 8.22.4.

45
46 The measurement for “Plastic Lane Reduction Arrow” shall be the same as the
47 measurement for “Plastic Traffic Arrow” as referenced in Section 8.22.4.

48
49 **8-22.5 Payment**

50 *This section is supplemented with the following:*

51
52 “Paint Line, One Application of Paint”, per linear foot.

- 1 "Paint Line, Two Applications of Paint", per linear foot.
- 2 "Painted Wide Line, One Application of Paint", per linear foot.
- 3 "Painted Wide Line, Two Applications of Paint", per linear foot.
- 4 "Plastic 12-inch Stop Line", per linear foot.
- 5 "Plastic 24-inch Stop Line", per linear foot.
- 6 "Plastic 24-inch Hatch Line", per linear foot.
- 7 "Plastic Bicycle Lane Symbol with Arrow", per each.
- 8 "Plastic Shared Lane Marking", per each.
- 9 "Plastic Lane Reduction Arrow", per each.

10

11

12

END OF SECTION

13

14

15

16

END OF SPECIAL PROVISIONS

APPENDIX A

CHANNELIZATION LOCATIONS

(In lieu of a map, Table 1 is organized by (generally) North-South aligned roadways—for their full continuity—from the City's western limits to its eastern limits; then by (generally) East-West alignment roadways—for their full continuity—from the City's northern limits to its southern limits; then by non-conforming roadways in the Port/Tideflats and Northeast Tacoma areas)

TABLE 1

Table 1: Streets for Maintenance Striping			YELLOW (Lin. Ft)					WHITE (Lin. Ft)										
Single Application Totals			32,995	615,197	401,774		542,943	73,373	236,080	252,076								
Grayed out quantities are NOT part of the Table 1 scope—they are provided to indicate where painting within a segment will need to avoid overlapping thermoplastic AND grayed out STREET/SEGMENT linings are either not part of current year contract or are addressed in Table 2.																		
Direction	New Order	STREET	SEGMENT	Single Solid	Plastic Single solid	Double Solid	Plastic Double solid	TWL/TL	Plastic TWL/TL	4" Lane	Plastic 4" Skip	8" Gore	Plastic 8" Gore	6" Bike Lane	Plastic 6" Bike Lane	4" Edge	Plastic 4" Edge	COMMENTS/INSTRUCTIONS
N-S	1	Walters	6th Ave - S 19th			1,250												
N-S	2	N Park Way	Vassault - Pear			1,590												
N-S	3	Vassault	N 51st St - N 49th St			1,394						60		2,260		2,260		
N-S	4	Vassault	N 49th St - N 46th			1,158								1,238	1,209	1,238	632	SB Bike Lane Striping is plastic
N-S	5	Vassault	N 46th - N 37th			3,017						79		5,684		5,684		
N-S	6	Narrows Dr	N 37th - N 26th			3,733						265		7,310		4,596		see Misc. Table for additional work
N-S	7	Narrows Dr	N 26th - Jackson			3,950		862				256		8,195				
N-S	8	Jackson Ave	Narrows Dr. - SR 16 (n/s)			246		2,806		329		167		3,280				
N-S	9	Jackson Ave	in b.w n/s & s/s SR 16			480				830		135						
N-S	10	Jackson Ave	SR 16 (s/s) - 6th Ave			214	160	1,286		1,340	320		100					
N-S	11	Jackson Ave	6th Ave - S. 12th			210	100	2,738		3,313	326		80					
N-S	12	Jackson Ave	S 12th - S. 19th			181		4,308		4,882		120						
N-S	13	Mildred St	PT Defiance Park - N 51st			1,493												
N-S	14	Pearl	N 51st - N 46th			2,410				560		150				2,114		
N-S	15	Pearl	N 46th - N 37th			337		2,218		5,900		240						
N-S	16	Pearl	N 37th - N 30th			437				2,881		930						
N-S	17	Pearl	N 30th - N 26th				180	1,544		1,558	360		100			120		
N-S	18	Pearl	N 26th - N 21st				193	1,018		1,470	578		209					
N-S	19	Pearl	N 21st - N 11th			225	205	716		2,475	710	537	275					
N-S	20	Pearl	N 11th - 6th Ave															All plastic
N-S	21	Pearl	6th Ave - S 12th			506	446	2,068		3,587	344	87	505					Shown q'tys reflect removals—see Misc. Table
N-S	22	Pearl	S 12th - S 19th			2,576				140		280						
N-S	23	Bantz Blvd	Pearl St - 6th Ave	1,240														See Misc. Table for add'l quantities
N-S	24	Orchard	N 46th - N 37th			2,487										5,232		
N-S	25	Orchard	N 37th - N 30th			2,265										4,595		
N-S	26	Orchard	N 30th - N 26th			1,175										2,386		
N-S	27	Orchard	N 23rd - N 21st			295	272						60			663	300	
N-S	28	Orchard	N 21st - 6th Ave			3,610	330					124	50			7,313	240	
N-S	29	Orchard	6th Ave - S 12th			496		2,542				185						
N-S	30	Orchard	S 12th - S 19th			3,081				2,044		1,862						
N-S	31	Orchard	S 19th - Center	558		2,228	160	1,400		4,413	320	1,688	80					Does include SB lane lines and SY on west side of median (Fircrest); see Misc. Table for add'l work
N-S	32	Orchard	Center - Emerson (S 40th)				500	8,098	256	7,910	1,256		676					
N-S	33	Orchard	Emerson (S 40th) - S. 56th				254	8,204		7,706	508		140					
N-S	34	Orchard St W	S 56th - SW City Lim./Hannah Pierce R			160		2,554		2,794		80						
N-S	35	Lakewood Dr W	70th - *73rd*/Golf Course Driveway (City Lim.					1,540		1,540								
N-S	36	S Mullen	Center - COT land fill			827						118						
N-S	37	Cheyenne	N 45th - N 34th			3,311						121						
N-S	38	Stevens St	N 46th - N 37th			2,520						42						
N-S	39	Stevens St	N 37th - N 30th			2,153						48			7,610		7,610	
N-S	40	Stevens St	N 30th - N 26th			1,230						97			2,212		2,212	
N-S	41	Stevens St	N 26th - N 21st			917	350					104	80		2,121		2,121	
N-S	42	Stevens St	N 21st - 6th Ave			2,896	867						134		6,565		6,565	
N-S	43	Tyler	S 19th - Center			2,741		3,192		7,045		714						
N-S	44	Tyler	Center - Manitou			1,697	871				284		242	3,682	628			
N-S	45	Tyler	Manitou - 56th			2,987		7,082		1,396		165		12,212				
N-S	46	Tyler	56th - 66th	374		919		4,110		728		80		5,922		769		Includes inner yellow circle of roundabout
N-S	47	Tyler	66th - 74th	98		2,062	189					178	80	3,922	378	3,956		
N-S	48	Proctor	N 37th - N 30th			2,200						100						
N-S	49	Proctor	N 30th - N 26th			1,074	130					90	90					
N-S	50	Proctor	N 26th - N 21st				309	1,006	380				201					
N-S	51	Proctor	N 21st - 6th Ave			3,288	321					40	100					
N-S	52	Proctor	6th Ave - S 12th			1,605						60						
N-S	53	Proctor	S 12th - S 19th			2,147	100											
N-S	54	Adams/Burlington	N/S Approaches to S 56th St			593						155						
N-S	55	Washington	So. Tacoma Way - 54th			3,815						75						
N-S	56	Washington	54th - 56th - 58th															Capital project
N-S	57	So. Tacoma Way	225' w/o M St - Pine			500		9,540		10,768		240						From w/s of M St to the east is WFLT Ph 4 (plastic)
N-S	58	So. Tacoma Way	Pine - 35th			1,152				1870		80		1,392				
N-S	59	So. Tacoma Way	35th - 38th			2,140				4,590		160		4,097		343		
N-S	60	So. Tacoma Way	38th - Washington			1,187				1,974				1,840				
N-S	61	So. Tacoma Way	Washington - S 47th															All plastic
N-S	62	So. Tacoma Way	47th - 52nd			200	280	2320		2320	560	100	200					
N-S	63	So. Tacoma Way	52nd - 56th	1219		188	217	162		1801	442	104	115					
N-S	64	So. Tacoma Way	S 56th to S 66th															All plastic
N-S	65	So. Tacoma Way	66th - 74th			1603				1603								Plastic portions at s leg of 66th not included
N-S	66	So. Tacoma Way	74th - S City Limit				577	2970		2994	584		515					Plastic portions at N leg of 74th not included
N-S	67	S. Puget Sound Ave	So. Tac Way/50th - 54th			1,352	103											Includes painted portion of S 50th St from Puget Sound to S.Tacoma Way
N-S	68	S. Puget Sound Ave	54th - 74th			5,643						100		9,073		8,149		Also see Misc. Table
N-S	69	Union Ave	N 30th - N 26th											2,106		2,106		
N-S	70	Union Ave	N 26th - N 21st											2,120		2,120		
N-S	71	Union Ave	N 21st - 6th Ave			991	315				510	200	335	5,726	707	4,772	625	
N-S	72	Union Ave	6th Ave - S 12th			5,309	638			2,080	918		280					
N-S	73	Union Ave	S 12th - S 19th				270	3,088	464	3,434	806	90	80					
N-S	74	Union Ave	S 19th - Center			1,149	1,481			5,176	1,842		1,711					
N-S	75	Union Ave	Center - 38th/Warner			4,004		1,402		5,654		564						
N-S	76	Warner	S 38th - S 47th			466		4,320		547		416						
N-S	77	N Alder	N 30th - N 26th			57												
N-S	78	N Alder	N 26th - N 21st			915	278					120	80		1,070		825	
N-S	79	N Alder	N 21st - N 11th															Capital project
N-S	80	N Alder	N 11th - 6th Ave			1,205	353						80					
N-S	81	Cedar St	6th Ave - S 12th			2,210	170	168		3,112	340	125	80					
N-S	82	Cedar St	S 12th - S 19th			1,580		1,846		1,650		340						
N-S	83	Cedar St / Pine St	S 19th - Center			843	217											

TABLE 1

Division/ New Order	STREET	SEGMENT	Single Solid	Plastic Single solid	Double Solid	Plastic Double solid	TWLT	Plastic TWLT	4" Lane	Plastic 4" Skip	8" Gore	Plastic 8" Gore	6" Bike Lane	Plastic 6" Bike Lane	4" Edge	Plastic 4" Edge	COMMENTS/INSTRUCTIONS
N-S 95	Tacoma Mall Blvc	48th - 56th			457	263	3,308		3,863	526	884	162					
N-S 96	Tacoma Mall Blvc	56th - 74th			152	258	10,636		2,558	405	268	147					
N-S 97	Tacoma Mall Blvc	74th - S. City Limit			1,955	269			1,812	313	856	329			320		
N-S 98	Trafton/State	S. 19th - S. 25th			1,954						88						
N-S 99	McCarver	Ruston Way/Schuster - N Tacoma Ave			1,623												
N-S 100	Sprague Ave	Division - S. 9th			508		896		1,720		667						
N-S 101	Sprague Ave	S. 9th - S. 11th			145		988		1,341		76						
N-S 102	Sprague Ave	S. 11th - S. 15th			140	320	1,792		2,034	640	76	160					
N-S 103	Sprague Ave	S. 15th - S. 19th			339		1,876		2,424		161						
N-S 104	Sprague Ave	S. 19th - S. 23rd (align./WSDOT control)			1,744				2,410		601						
N-S 105	Sprague Ave	So. Tacoma Way - 37th			3,425												
N-S 106	Hosmer	S 72nd - S 84th			540	565	5,613		6,653	185	516	508					
N-S 107	Hosmer	S 84th - S. City Limit			644	156	5,940		7,221	456	204	156					
N-S 108	Wilkeson	S. 19th St - S. 25th St			1,718	456			113		128	80					
N-S 109	Wilkeson	S. 25th St - Center			126	213	1,194		222		120	80					
N-S 110	Wilkeson	Center - So. Tacoma Way			682	245					54	57					
N-S 111	Alaska	S 37th - S 38th			190						38						
N-S 112	Alaska	38th - 48th			155	155	4,530	154			62	80	4,900	464			
N-S 113	Alaska	48th - 56th			107	194	3,374	92			45	112	3,849	480			
N-S 114	Alaska	56th - 72nd			5,685		215				270			12,300			
N-S 115	Sheridan Ave	56th - 72nd			4,709	100											
N-S 116	Sheridan Ave	72nd - 84th			3,322	100											
N-S 117	S 'M' St	Center - S 38th			2,246	666	487	320	3,287	283	211	562					
N-S 118	S 'M' St	38th - 48th			1,440	691						155					
N-S 119	S 'M' St	48th - 56th			1,936	469						65					
N-S 120	M L King	S. 19th - S. 25th			249	128	2,012				95	48					
N-S 121	S 'J' St	Division - S. 11th			2,529	200											Coordinate with Link Construction on MLKing
N-S 122	S 'J' St	S. 11th - S. 19th			2,263	100											Coordinate with Link Construction on MLKing
N-S 123	S 'J' St	S. 19th St. - S 30th			1,808	780	1,434	106			535	333					
N-S 124	N 'T' St	N. 21st St. - Division			3,098	708						62					
N-S 125	S 'T' St	Division - Yakima (- S 7th St)			1,289	160						40					Coordinate with Link Construction on MLKing
N-S 126	Yakima Ave	S. 7th (- S. 7th) - S. 11th			1,140	600			2,285	1,200	89						
N-S 127	Yakima Ave	S. 11th - S. 15th			1,309				2,434		43						
N-S 128	Yakima Ave	S. 15th - S. 19th			1,005	375			1,836	610	39	150					
N-S 129	Yakima Ave	S. 19th - S. 25th			1,461	804			3,117	1,072							
N-S 130	Yakima Ave	S. 25th - S. 27th			818	297			768	378	50	227		237			
N-S 131	Yakima Ave	S 27th - Wright Ave															All plastic
N-S 132	Thompson (Yakima) Ave	Wright/Yakima Ave - S 37th			1378						80		3,911		2397		
N-S 133	Thompson (Yakima) Ave	S 37th - S 38th			196	504			504		110						
N-S 134	Thompson (Yakima) Ave	38th - 48th			3,074	350			371		373	70	4,604	251	791	201	4" Lane/8" gore qlty updated; 48 LF of gore is dotted gore (NB appr 38th)
N-S 135	Yakima Ave	48th - 56th			1,852	724					95	150	3,667	1,040	2,893	651	
N-S 136	Yakima Ave	56th - 72nd			3,618	1,624						420	6,557	2,410	5,981	1,561	
N-S 137	Yakima Ave	72nd - 84th			2,940	942						105	5,979	882	4,835	708	
N-S 138	Yakima Ave	84th - 96th			2,919	1,003						393	6,322	700	5,732	475	
N-S 139	S 'G' St	Wright - 37th			2,238	100								8,306		150	
N-S 140	S 'G' St	37th - 38th															All plastic
N-S 141	S 'G' St	S 38th - S 48th			2,987	150											
N-S 142	Tacoma Ave	McCarver - N. 6th			2,415								5,598		3,623		
N-S 143	Tacoma Ave	N. 6th - Division			1,826	215					224	75	1,754		1,754		
N-S 144	Tacoma Ave	Division - 6th Ave			1,840												
N-S 145	Tacoma Ave	6th Ave - S. 9th			673	120	392		164			200					
N-S 146	Tacoma Ave	S. 9th - S. 11th			730		82				351						
N-S 147	Tacoma Ave	S. 11th - S. 15th			688		1,290		302		391						
N-S 148	Tacoma Ave	S. 15th - S. 19th			881	420	414		1,511	610	88	120					
N-S 149	Tacoma Ave	S. 19th - S. 25th		100	2,123				4,178			162					
N-S 150	Tacoma Ave	S. 25th - Center			589	344						1,687		2,677			
N-S 151	Stadium Way (N E St)	N 1st - I-705 ramp															Capital project
N-S 152	St Helens	Division - 6th Ave			2101	118					75	45					
N-S 153	St Helens	6th Ave - 7th/Market			140		361				60						
N-S 154	St Helens	Market - S 9th			673								633				
N-S 155	Market	St. Helens - S 9th			750		286				60						
N-S 156	Market	S 9th - S 11th			258		818				130						
N-S 157	Market	11th - 13th			272		792				120						
N-S 158	Market	13th - 15th			408		443				180						See Misc. Table for add'l potential work
N-S 159	Market	15th - 19th			122		2,444				60						
N-S 160	Market	19th - Jefferson Ave.			280		660				200						
N-S 161	Jefferson/Broadway	S 17th - S 19th			742						105						
N-S 162	Jefferson	19th - Market			360						119				37		
N-S 163	Jefferson	Market - 25th			1,820				2,538		575				137		
N-S 164	Jefferson	25th - Tacoma Ave			1,295				2,262		183						
N-S 165	Court C	11th - 125' to the south			125												
N-S 166	Broadway	Division - S 9th			3,443						80						Coordinate with Link Construction in area
N-S 167	Broadway	S 9th - S 11th			102												
N-S 168	Broadway	11th - 13th															No applicable striping
N-S 169	Broadway	13th - 15th			473												Capital project
N-S 170	Commerce St	I-705 - S 9th															
N-S 171	Commerce St	S 9th - S 11th			1,218												
N-S 172	Commerce St	11th - 13th			1,330												
N-S 173	Commerce St	13th - 15th			1,044												
N-S 174	Commerce St	15th - 17th			510						51				18		
N-S 175	S 'C' St	S 21st St - S 25th St			1,318												Includes DY on S 23rd approaches to C St
N-S 176	Pacific Ave	S 15th - S 17th			337	167	145	314	237		420	606					
N-S 177	Pacific Ave	17th - 21st	2,712						2,462		332						See Misc. Table for potential add'l work
N-S 178	Pacific Ave	21st - 25th	2,441						2,578		103						
N-S 179	Pacific Ave	25th - So. Tacoma Way															All plastic
N-S 180	Pacific Ave	So. Tacoma Way - 28th				445	200			1,060		295					
N-S 181	Pacific Ave	28th - 38th			1,688	720	3,112		3,726	1,400		260					Inc'd adj's for WSDOT work (S 28th-Wright Ave)
N-S 182	Pacific Ave	38th - 56th			2,078	725	5,342		4,482	1,630	255	278					
N-S 183	Pacific Ave	56th - 72nd			608	240	7,208		8,604	300	344	160					
N-S 184	Pacific Ave	72nd - 84th			211	195	6,332		6,348	390	105	115					
N-S 185	Pacific Ave	84th - 90th			804		7,494		7,728		354						
N-S 186	'A' St	S 9th - S 11th									456	253					
N-S 187	'A' St	11th - 15th			62				1,693		779				55		
N-S 188	'A' St	n/o Puyallup Ave (S 24th St)			74												
N-S 189	Hood St	15th - Pacific			664												
N-S 190	I-705 (City control portion)	Stadium Way - S. 12th (alignment)			20				2,239		992				1,358		
N-S 191	Ruston Way	Grand Ave/Ruston City Limits - N. 49th		1,766	833							326					
N-S 192	Ruston Way	N. 49th - Alder			10,173						201						

TABLE 1

Division New Order	STREET	SEGMENT	Single Solid	Plastic Single solid	Double Solid	Plastic Double solid	TWLT	Plastic TWLT	4" Lane	Plastic 4" Skip	8" Gore	Plastic 8" Gore	6" Bike Lane	Plastic 6" Bike Lane	4" Edge	Plastic 4" Edge	COMMENTS/INSTRUCTIONS
N-S 193	Ruston Way	Alder - McCarver			3,317		858				148						
N-S 194	Ruston Way/Schuster Pkwy	McCarver - S. 4th			380		212		11,786		694				4,085		Excludes DY plastic striping (not shown in qties) on bridge and approach slabs
N-S 195	Ruston Way/Schuster	Bridge apprs and over RR e/o McCarve															All plastic
N-S 196	Schuster Pkwy	S. 4th - Pacific / I-705			939	117			639			973					SB approaching I-705 entrance includes plastic; see Misc. Table for add'l potential work
N-S 197	Dock St	Schuster - 15th			4,324		1,540				589						
N-S 198	Dock St	15th - E 'D' St			3,747						117						
N-S 199	E 'D' St	E 15th - Puyallup Ave			2,363		628		664		80		1,502				
N-S 200	E 'D' St	Puyallup - 25th					162						504				
N-S 201	E 'D' St	E 26th - Wiley			782		1,094				54		2,641				
N-S 202	McKinley Ave	E 34th - E 38th			2,915	130					450						
N-S 203	McKinley Ave	38th - 56th			5,077	328					262		92				
N-S 204	McKinley Ave	56th - 64th			1,637	679							180				
N-S 205	McKinley Ave	64th - 72nd			2,090	638							305				
N-S 206	McKinley Ave	72nd - 84th			3,581	289							80	7,576			
N-S 207	McKinley Ave	84th - 96th			3,552						203		7,204				
N-S 208	St Paul Ave	E 11th - E 15th			1,714		60				134						
N-S 209	St Paul Ave	E 15th - Portland Ave			1,437												
N-S 210	E 'L' St	Puyallup Ave - Fairbank			3,448						125		1,282		0		Adjusted for qty that was on bridge portion being reconstructed in 202
N-S 211	Portland Ave	E 11th - Lincoln Ave			4,337		400		7,850		593						Adjusted for new NB apppr config (2018) at E 11th St; does not include chevrons
N-S 212	Portland Ave	Lincoln to Puyallup			3234		808		5,568		1,059						
N-S 213	Portland Ave	Puyallup to E 30th S			1619		806		4,247		415						includes 115 LF for SB lane add immed south of Puyallup Ave
N-S 214	Portland Ave	E 30th - 38th				559	7328	274	6749	2044							
N-S 215	Portland Ave	38th - 56th			2820	1855	2270	300	7617	3282			280				
N-S 216	Portland Ave	56th - 64th			1477	912			3022	1264			219				
N-S 217	Portland Ave	64th - 72nd			1625	375	1632	90	4053	625			195				
N-S 218	Portland Ave	72nd - S. City Limit				175	515		515	280			80				
N-S 219	Bay St	E 26th, 27th & 28th - River Rd	5,548	300					4,395	300	717		127		6,355		
N-S 220	E 'Q' St (underpass)	Bay - E 26th St			100												
N-S 221	E 'R' St	29th - 32nd - E 44th St			802						185						
N-S 222	E Roosevelt Ave	Wright - E 44th St			5,616												
N-S 223	Grandview	River Rd. - East 34th			700												
N-S 224	River Rd	Pioneer - E. City Limit		1,516						1,600					619	846	
N-S 225	Pioneer Way	River Rd. - E. City Limit			2,620	239			189			322					
N-S 226	Lincoln Loop Rc	Lincoln Ave - Priv. Rd/Overpass			2,216						395				2,960		
N-S 227	Milwaukee Way	1st DW n/o Lincoln - Lincoln Ave			352										741		Port owns from 1st access rd N of Lincoln to E 11th
N-S 228	Milwaukee Way	Lincoln - Pac Hwy (old 99 & ramps)	300		2,342		1,638	5,584	3,147	4,965	816	319					City project implemented plastic from Lincoln OP to N FR of 509
N-S 229	Thorne Rd	E 11th - Lincoln Ave			3,325										6,250		
N-S 230	Port of Tacoma Rc	S/S N.FR SR509 to Fife City Lirr			900		120		1,842		675						File City Limit (approx. 515' s/o 12th St E)
N-S 231	Alexander Ave	Private prop. (~2150 ft NW of 11th) - E 11th															See Misc. Table for potential work
N-S 232	Alexander Ave	E 11th - Lincoln Ave			3,295				6,590		160						
N-S 233	Alexander Ave	in b/w N 509 FR & S 509 FR			141				303		225						
N-S 234	Alexander Ave	S 509 FR - S. City Limit			514		492		368		233						
W-E 235	N 51st St	Mildred - Vassault			1,232						74						
W-E 236	N 51st St	Vassault - Pearl (City Limit)			1,080												
W-E 237	Ferdinand/N49th	Ruston Way - N 46th			2,400										1,613		DY includes 75-ft dotted extension through Waterview St int/curve
W-E 238	N 46th St	Vassault - Pearl			1,132						188						
W-E 239	N 46th St	Pearl - Orchard			2,346				208		69						
W-E 240	N 46th St	Orchard - Stevens			1,985												
W-E 241	N 46th St	N Pearl St - N Cheyenne S			3,576												
W-E 242	N 37th St	Vassault - Pearl - Shirley			1,806												
W-E 243	N 37th St	Orchard - Stevens			1,804						380		5,032		5,032		
W-E 244	N 37th St	Stevens - Proctor			1,071										3,070		
W-E 245	N 36th St / Alder Way	Proctor - Ruston Way			3,201												
W-E 246	N 35th St (e/o Pearl only)	E/S of Pearl to first driveway			150		245				75						
W-E 247	N 34th St	N Cheyenne St - N Stevens St - N Proctor S			1,917												
W-E 248	N 30th St	Pearl - Orchard			2,227						100						
W-E 249	N 30th St	Orchard - Stevens			1,887												
W-E 250	N 30th St	Stevens - Proctor			1,586												
W-E 251	N 30th St	Proctor - Union			1047									1986		1986	
W-E 252	N 30th St	Union - Alder			1603									3326		3326	
W-E 253	N 30th St	Alder - McCarver			2,792						90			1,718			
W-E 254	N 30th St	McCarver - Schuster			595						80						
W-E 255	N 26th St	Narrows - Pearl			353		2,718				81		3,250				West leg at Pearl St has plastic striping (not identified in quantities)
W-E 256	N 26th St	Pearl - Orchard			1,808	283		682		75	105			4,009		1,912	
W-E 257	N 26th St	Orchard - Stevens			1,916						104			3,663		2,871	
W-E 258	N 26th St	Stevens - Proctor			2,100		64	536			171		2,764		2,764		
W-E 259	N 26th St	Proctor - Union			454	146	612	320			28	72		275		495	
W-E 260	N 26th St	Union - Alder			1,281						274			2,360		1,943	
W-E 261	Westgate Blvd (N 17th St)	Narrows/Jackson - Pearl			3,200	330	1,630			510	372	105	8,869				
W-E 262	N 21st St	Pearl - Orchard				475			3,710	840		173					
W-E 263	N 21st St	Orchard - Stevens							3,222	570		65					
W-E 264	N 21st St	Stevens - Proctor							2,364	465		305					
W-E 265	N 21st St	Proctor - Union			622	320			622	300		300		2342			
W-E 266	N 21st St	Union - Alder			937	678			50	100		168		2406		1,806	
W-E 267	N 21st St	Alder - N. I St			1,623	340				130		56					
W-E 268	N 9th St	Mildred - Pearl			2,441	245											
W-E 269	Division	Sprague - M L King			405		3,450		166		249				165		DY increased to allow for connecting (single coat) ex. DY through ex. breaks for driveways
W-E 270	Division	M L King - Yakima/N 1st St															Capital project
W-E 271	Division	Yakima/N 1st St - Tacoma Ave															Capital project
W-E 272	Division	Tacoma Ave - Stadium Way															Capital project
W-E 273	N 1st St	Yakima/Division - Tac Ave - N E St/Stadium Way															All plastic, see Misc. Table for potential work
W-E 274	6th Ave	Walters - Jackson			4,638	451						214			9,294		Capital project
W-E 275	6th Ave	Jackson - Mildred			544	498	2,228	100	4,912	290		585					
W-E 276	6th Ave	Mildred - Bantz Blvd			260	660	4,068		3,074	1,320		1,431					
W-E 277	6th Ave	Bantz Blvd - Orchard			1,781		1,936		4,700		920						
W-E 278	6th Ave	Orchard - Stevens			124	218	2,746	342			82	138					
W-E 279	6th Ave	Stevens - Proctor			102	190	1,904	340	155			95					
W-E 280	6th Ave	Proctor - Union			93	160	1,450	270	100			375					
W-E 281	6th Ave	Union - Alder				275	1,550	286				387					
W-E 282	6th Ave	Alder - Sprague			267	630	4,056	752	569			320					
W-E 283	6th Ave	Sprague - M L King			2,024				213				2,870		2,870		
W-E 284	6th Ave	M L King - Tacoma			1,129	283							2,250	238		595	
W-E 285	6th Ave	Tacoma - Broadway			564	203							1,090		1,090		
W-E 286	S 7th St	Pacific - Commerce			96												Coordinate with Link Construction
W-E 287	S 8th St	Pacific - 'A' St			123												
W-E 288	S 9th St	Sprague - M L King			2,159						100						
W-E 289	S 9th St	M L King - Tacoma			273	962		460	305	2,238		405					
W-E 290	S 9th St	Tacoma - Market															

TABLE 1

Location New Order	STREET	SEGMENT	Single Solid	Plastic Single solid	Double Solid	Plastic Double solid	TWLT	Plastic TWLT	4" Lane	Plastic 4" Skip	8" Gore	Plastic 8" Gore	6" Bike Lane	Plastic 6" Bike Lane	4" Edge	Plastic 4" Edge	COMMENTS/INSTRUCTIONS
W-E 291	S 9th St	Market - Pacific			424				848								
W-E 292	S 9th St	Pacific - 'A' St			224				448								
W-E 293	S 10th St	Pacific - 'A' St			120	118											
W-E 294	S 11th St	S 12th - Sprague			293		384				113				503		
W-E 295	S 11th St	Sprague - M L King	1,441		155		1,449		479		360						
W-E 296	S 11th St	M L King - Tacoma					2,824		1,412								
W-E 297	S 11th St	Tacoma - 'A' St			123	127	1,884	560	1,040	280		127					
W-E 298	E 11th St	'A' St - St Paul			3,282												
W-E 299	E 11th St	St Paul - Portland Ave			764		3,322		4,024		657		6,959				Adjusted for new EB appr config (2018) at Portland; does not include chevrons
W-E 300	E 11th St	Alexander - Taylor Way															Capital project
W-E 301	E 11th St	Taylor Way - Hylebos Bridge															Capital project
W-E 302	E 11th St	Hylebos Bridge (concrete deck/appr's			833												
W-E 303	E 11th St	e/o Bridge - Marine View D			1,080		1,086				889						
W-E 304	Lower E 11th (s/o E 11th)	'E' St - St Paul			606						102						
W-E 305	Lower E 11th (s/o E 11th)	Milwaukee - 11th			500												
W-E 306	E 15th St	St Paul - E 'D' St			2,051												
W-E 307	S 12th St	Fairview - Jackson			300												
W-E 308	S 12th St	Jackson - Mildred			1,428	235	1,170		2,215	470	70	110					
W-E 309	S 12th St	Mildred - Pearl			319	156	3,740		4,557	292	151	85					
W-E 310	S 12th St	Pearl - Orchard			413		3,960		4,859		278						
W-E 311	S 12th St	Orchard - Stevens			1,977	276			3,627	394	96	52					
W-E 312	S 12th St	Stevens - Proctor			1,567	217			2,455	434	140	137					
W-E 313	S 12th St	Proctor - Union			926	287			1,989	222	249						
W-E 314	S 12th St	Union - Cedar			1363	332			1217	275	60	60		2990			
W-E 315	S 12th St	Cedar - Sprague			1588	1089			1296	866				4498	364		
W-E 316	Earnest S Brazil (S 12th St)	Sprague - M L King			2,067						80	80					
W-E 317	Earnest S Brazil (S 12th St)	M L King - Yakima			838						80						
W-E 318	S 12th St	Pacific - 'A' St			116	125			390		135						
W-E 319	S 13th St	Yakima - Tacoma			402		114		286		438						
W-E 320	S 13th St	Tacoma - Market					1,148		566								
W-E 321	S 13th St	Market - Pacific					684		491		300						
W-E 322	S 13th St	Pacific - 'A' St			148	107			420		116						
W-E 323	S 15th St	Cedar - Sprague			3,107						141		5,263		4,736		Includes arc at SEC State St int
W-E 324	S 15th St	Sprague - M L King			240		4,538				151		4,881		4,881		
W-E 325	S 15th St	M L King - Tacoma			867		1,208				481		1,652		1,652		
W-E 326	S 15th St	Tacoma - Market															Capital project
W-E 327	S 15th St	Market - Pacific															Capital project
W-E 328	S 15th St	Pacific - Dock			660												Ignore small portion of bike lane east of Pacific Ave
W-E 329	S 17th St	Market - Pacific			73	180	222	208			75	180					
W-E 330	S 19th St	W. City Limit - Jackson			4,219				54		56						
W-E 331	S 19th St	Jackson - Mildred			78	214	4,208		4,178	428	326	134					
W-E 332	S 19th St	Mildred - Pearl			174	233	4,208		4,690	233	117	228					
W-E 333	S 19th St	Pearl - Orchard			2,861				5,298		901						
W-E 334	S 19th St	Orchard - Stevens			855	320	2,400		3,827	640	697	160					
W-E 335	S 19th St	Stevens - Union			65	468	3,268	188	4,558	570	162	248					
W-E 336	S 19th St	Union - Cedar			551		1,762		2,948		336						
W-E 337	S 19th St	Cedar - Sprague			2,478		1,304		5,834		540						
W-E 338	S 19th St	Sprague - M L King			2,032	474	1,174		5,413		286	55					
W-E 339	S 19th St	M L King - Tacoma															All plastic
W-E 340	S 19th St	Tacoma - Jeffersor			185	162	774		770	304	255	92					All plastic
W-E 341	S 23rd St	Adams - Union															
W-E 342	S 23rd St	Union - Cedar			360		2,170				690						
W-E 343	S 24th St	'C' St - 'A' St			817				769		95						
W-E 344	Puyallup Ave	'A' St - Portland			1,206		7,818		10,164		1,224						
W-E 345	Puyallup Ave (Fishing Wars Mem. Xing	Portland - 1150 ft east															All plastic
W-E 346	Puyallup Ave (Fishing Wars Mem. Xing	1150 ft e/o Portland to City Lim. (w/s of s/s island at Milw.															See Misc. Table for quantities
W-E 347	S 25th St	State - Wilkeson															Defer
W-E 348	S 25th St	Wilkeson - M L King															Defer
W-E 349	S 25th St	M L King - Tacoma															Defer
W-E 350	S 25th St	Tacoma - Jeffersor															Defer
W-E 351	S 25th St	Jefferson - Pacific Ave			584				345		524				255		
W-E 352	E 25th St	Pacific - E 'D' St	1710		453						265						
W-E 353	E 25th St	E 'D' St - E 'G' St - McKinley															All plastic
W-E 354	E 26th St	Pacific Ave - 'A' St															All plastic
W-E 355	E 26th St	'A' St - E 'D' St			145		1,560		764		278						
W-E 356	E 26th St	E 'D' St - E 26th/G St			766		316										Includes subtraction of DY for ST Restle restoration limits
W-E 357	E 26th St	Portland - Bay St			300						88						
W-E 358	Wiley Ave	E D St/McKinley Way -1200 ft w/o L St			310		3,586										WSDOT L St Bridge construction temp striping from L St to ~1200 ft west
W-E 359	S 27th St	Yakima - Jefferson Ave			740												Also see Misc. Table for additional quantities
W-E 360	E 27th St	E 'L' St - Bay St	1,768						1,948		442				668		
W-E 361	Center St	Orchard - Tyler			2,332	421	2,416	100	6,146	652	1,341	261					
W-E 362	Center St	Tyler - Pine			2,331	836	3,154	142	7,161	1,648	155	1,003					
W-E 363	Center St	Pine - 'M' St			1,721	628	6,708		9,850	1,096	105	228					
W-E 364	Center St	'M' St - Jefferson			1,314	1,022	1,296		4,011	1,522	432	220					
W-E 365	S 28th St	Yakima - 'M' St			1323	186						80					
W-E 366	E 28th St	E 'L' St - Bay St	710						880		554				1,358		
W-E 367	E 32nd St	Portland - Grandview			184	166	4,736				79	80					
W-E 368	E Wright Ave	Roosevelt - Grandview			705												
W-E 369	S/E 34th St	'G' St - Pacific			1,224	125											
W-E 370	S/E 34th St	Pacific - McKinley Ave			2,769	300											See Misc. Table for add'l potential work
W-E 371	S/E 34th St	McKinley - E 'L' St															
W-E 372	S/E 34th St	Portland - Roosevelt			2,041												
W-E 373	E Division Ln	McKinley - E 'K' St			804												
W-E 374	S 35/36th St	Tyler - Madison										202					Defer
W-E 375	S 35/36th St	Madison - Union															Capital project
W-E 376	S 35th St	Union - S Tacoma Way	256		580		2220				270						See Misc. Table for add'l potential work
W-E 377	S 35th St	Pine - Sprague			2,139						82						
W-E 378	S 37th St	So Tacoma Way (n/o Union I/C) - Warner			330				115		290						
W-E 379	S 37th St	Steele - Sprague			431		410				106						
W-E 380	S 38th St	So. Tacoma Way - Pine			1,125	206	1,336	126	3,229	538	429	106					
W-E 381	S 38th St	Pine - Alaska			3,520	253	539		7,978	506	2,172	330			2,230		
W-E 382	S 38th St	Alaska - 'J' St			57	306	3,148	560	3,245	1,172	86	160					
W-E 383	S 38th St	'J' St - Tacoma Ave															All plastic
W-E 384	S 38th St	Tacoma Ave - Pacific			1,528	347					633						
W-E 385	S/E 38th St	Pacific - McKinley			2,444	260	1,358		5,208	520	402	220					
W-E 386	E 38th St	McKinley - Portlanc			2,869				216		414						
W-E 387	E 43rd St	'M' St - Pacific			3,196	120											
W-E 388	E 43rd St	Pacific - McKinley			2,638	120											

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W-E 388	E 44th St	Portland - Roosevelt			1,785	164											
W-E 390	S 47th St (S 48th St)	Washington - Pine/Oakes			2,837				4,554		555						
W-E 391	S 48th St	Pine/Oakes - Alaska			1,209	466	2,164		1,681	942	353	227					Adjusted for portion (EB east of 1st driveway east of Oakes) that will be part of City's S 56th St project
W-E 392	S 48th St	Alaska - Yakima			794	967	1,892	626		67		368					
W-E 393	S 48th St	Yakima - Bel			493	1,245	218	472				315					
W-E 394	E 48th St	McKinley - Portland Ave			2,537	320					80	80	4,994	480			
W-E 395	E 48th St	Portland - R' St			167	185							374	370			
W-E 396	S 56th St	Tacoma Mall Blvd - Alaska			1,423				3,354		477				746		
W-E 397	S 56th St	Alaska - Yakima			1,082	929	2,422		141		118	240					
W-E 398	S 56th St	Yakima - Pacific															All plastic
W-E 399	S/E 56th St	Pacific - McKinley			2,610	325					104	100					
W-E 400	E 56th St	McKinley - Pipeline Rr			1,884	1,470						240					Adjusted for City project east of plastic portion (east of Portland Ave)
W-E 401	S 64th St	M' St - Pacific			1,681	200					100						
W-E 402	S/E 64th St	Pacific - McKinley															Capital project
W-E 403	E 64th St	McKinley - Portland			2,120	837						160					
W-E 404	E 64th St	Portland - E. City Limit			2,782	848						80					
W-E 405	S 66th St	Orchard - Tyler	170		2,148										15		
W-E 406	S 66th St	Tyler - So Tacoma Way															All plastic
W-E 407	S 66th St	So Tacoma Way - Clement			1,271	307						50					
W-E 408	S 66th St	Clement - Oakes															Defer (plastic?)
W-E 409	S 74th St	Orchard - So. Tacoma Way			345	355	7,174	766	8,956	534	278	240					
W-E 410	S 74th St / S 72nd St	So. Tacoma Way - I-5			4,510	924		388	7,742	4,002	1,373	417					Also see Misc. Table for add'l potential work
W-E 411	S 72nd St	I-5 to Yakima			1,396	1,987	2,018		4,063	4,492		2,358					
W-E 412	S 72nd St	Yakima to Pacific			1,136	690	880		2,936	934		242					
W-E 413	S/E 72nd St	Pacific - McKinley			2,761	320			4,836	870		240					
W-E 414	E 72nd St	McKinley - Portland				1,015	3,800		1,070	2,030		410					
W-E 415	E 72nd St	Portland - Gilreath			2,606	585			5,226	790		120					
W-E 416	S 78th St	Trafton - Tacoma Mall Blvd			185						65						
W-E 417	S 84th St	Hosmer - Yakima			4,144	364	1,588		9,204	280	384	193					
W-E 418	S 84th St	Yakima - Pacific			2,161	232			213		291	113					See Misc. Table for add'l potential work
W-E 419	S/E 84th St	Pacific - McKinley			2,651				5,111		126						See Misc. Table for add'l potential work
W-E 420	S 96th St	W. City Limits - Steele			464	264			841	424		80					
W-E 421	S 96th St	Steele - Yakima			400	340	8,684		181	280	120	160	9,714		250		
W-E 422	S 96th St	Yakima - Pacific			158	335	2,730			250		300	3,675				
W-E 423	S/E 96th St	Pacific - McKinley			160		4,556				80		5,248		270		
W-E 424	Lincoln Ave	Portland - Marc			1267		2024				102				1524		
W-E 425	Lincoln Ave	Marc - Thorne	1808		346						266				4274		
W-E 426	Lincoln Ave	Thorne - Port of Tacoma Rd	1030		1388		100				224				1722		
W-E 427	Lincoln Ave	Alexander - Taylor Way			1,537						177						
W-E 428	Marshall Ave	Milwaukee - Port of Tac Rr			4,135												
W-E 429	North 509 FR	Milwaukee - Port of Tac Rr	2,935						3,379		757		3,588				
W-E 430	North 509 FR	Port of Tacoma Rd - RR Xing	1,259						1,218		216		1,127				
W-E 431	North 509 FR	RR Xing - 509 Port of Tac Rd Exit	487						843		229				873		
W-E 432	South 509 FR	Milwaukee to Port of Tac Rd overpass	3,494						1,759		782		3,318				
W-E 433	South 509 FR	Port of Tac Rd access ramps	326		542						242		1,366				
W-E 434	South 509 FR	Port of Tac Rd overpass to 509 Cor	707								266		971				
NE 435	51st St NE	Slayden - Browns Point			1,198		1,786				68						
NE 436	Slayden Rd NE	Marine View Dr - 51st St N E			1,917										3,800		
NE 437	Marineview Dr NE	Slayden - E 11th St			13,736										27,328		
NE 438	Marine View Dr NE	E 11th St - Norpoint			442						385						
NE 439	Northshore Pkwy NE	Browns Point - Norpoint			2,979						402						
NE 440	Northshore Pkwy NE	Norpoint - E City Lim			5,893	673	2,104		1,569	172	483	317			4,653		
NE 441	Browns Point Blvd NE	Norpoint - Northshore			2,484		698				52				1,065		
NE 442	Browns Point Blvd NE	Northshore - 45th St N E			4,559						285						
NE 443	Browns Point Blvd NE	45th St N E - McMurray			6,072										180		
NE 444	Browns Point Blvd NE	33rd St N E - McMurray			1,811												
NE 445	McMurray NE	Browns Point - Marine View D			4,280						40				8,460		
NE 446	Nassau Ave NE	Northshore - Browns Point			4,316	166						80					
NE 447	45th Ave NE	Northshore - Browns Point			3,271						56				6,790		
NE 448	49th Ave NE	N. City Limit - 31st St NE			1,000		5,314								514		
NE 449	31st/53rd/29th NE	49th Ave NE - E. City Limit			4,434		1,506		1,271		750				4,745		
NE 450	Norpoint Way NE	Browns Point (W) - Browns Point (E)			5,862		2,922				217				11,330		
NE 451	Norpoint Way NE	49th Ave NE - 29th St. NE	200		161		7,204				82		8,283		4,555		includes striping for roundabout & pork chops
NE 452	Norpoint Way NE	29th St NE - Marine View Dr.			7,713				6,200		979						
NE 453	64th/24th/65th/19th NE	N. City Limit - E. City Limit			4,020												

TABLE 2
(includes Base Bid Additive(s) quantities)

TABLE 2: Miscellaneous Striping/Marking Work			YELLOW (L/Ln Ft)				WHITE (L/Ln Ft)										RPMs		LEGENDS (Plastic)										Crosswalk		REMOVALS					
Table 2a (Included in Base Bid) Totals			Single Application Totals		48	-	-	-	-	163	-	-	-	334	153	-	1,000	-	20	14	4	2	87	46	2	2	2	2	2	2	9,680	479	8,004	4	68	
			Double Application Totals		1,857	-	-	-	-	276	90	-	-	-	-	1,069	-	818	-	-	-	-	1	2	-	-	-	-	-	-	-	-	332	-	2	2
Table 2b: Bid Additive 2 Totals			Single Application Totals		-	-	-	-	-	-	-	18	136	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
			Double Application Totals		-	-	-	-	-	278	211	236	-	-	-	-	-	29	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Table 2c: Bid Additive 3 Totals			Single Application Totals		-	-	-	-	-	-	-	-	-	-	22	-	-	-	-	-	-	-	2	3	-	-	-	-	-	-	-	-	257	80	-	-
			Double Application Totals		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Table ID	Location	Segment/Description	Plastic 24" Hatch	Dotted Solid	Plastic Double Solid	4" Lane	4" Dotted Exten.	8" Gore	8" Dotted Gore	Plastic 8" Gore	Plastic 8" Dotted Gore	Plastic 12" Stop Line	Plastic 24" Stop Line	8" Blue Lane	Plastic 8" Blue Lane	4" Edge	Type 2TY (EA)	Plastic Shoulder	Plastic Blue Symbol + Arrow	Plastic Lane Reduc. Arrow	Plastic Arrow	Plastic ONLY	Plastic STOP	Plastic AHEAD	Plastic KEEP	Plastic CLEAR	Plastic RR Xing	Plastic Marking (SqF)	Painted Striping (L/Ln Ft)	Plastic Striping (L/Ln Ft)	Painted Markings (EA)	Plastic Markings (EA)	Comments/Instructions			
2a-1	Puget Sound Ave	South 54th St to South 56th St												906		818		6	4		2	2											See layout/attach. 8" blue stripe quantities include dotted sections			
2a-2	South 27th St	South 1 St to Tacoma Ave																8																Markings placed 25 feet downstream of intersections within segment.		
2a-3	Narrows Dr	SB bike/parking striping at N 30th St & at two cut-de-slans on west side b/w N 30th and N 37th 1150 ft e/o Portland to E City Lim (w/s of 1/2 island at Milwaukee)												103															211					Remove erroneous extension of bike/parking stripe (between) from break of DT on s/s, 30th to 87 ft north; total 103 dotted 8" blue at south cut-de-slans & remove 4-in blue and 6-ft gaps in 6-in blue at north cut-de-slans		
2a-4	Payallup Ave (Fishing Wars Mem. Xing)		1,713		1,713			163																										Includes 102 LF of Lane, DTY & 343 LF (gore) for desired extent on new pavement just west of Milwaukee		
2a-5	Various City Intersections / Locations (TBD) (up to 30 locations citywide)	Various Plastic Pavement Markings Maintenance										200				1,000													9,600		7,800	60		Striping removals assume 50% of desired refresh elements/locations will include need for removing existing first; for crosswalks, the equivalent 50% was converted to 1/2 of 8-in crosswalk stripe		
2a-6	S Orchard St	Midblock crosswalk (S009 S Orchard)										44																							See layout sheets	
2a-7	6th Ave	w/o Puget Sound Ave (TFD Station)										51														2	2					51		4	See layout sheets	
2a-8	N 46th St	N Vasauff St																																See layout sheets		
2a-9	115 E 34th St	Midblock crosswalk	48	34					44								20					1	1						80	150				See layout sheets		
2a-10	S Mullen St	S 19th St		110					60				4																					See layout sheets		
2a-11	S Pearl St	S 12th St							90	90			35																			36		See layout sheets		
2a-12	S 84th St	EB approach to Pacific Ave					242																											See layout sheets		
2a-13	S Orchard St	Summit Ave (Fircrest)							82												2										82			See layout sheets		
2a-14	EB SR 509 (S Frontage Rd)	Port of Tacoma - Alexander Avenue E @ RR Xing											81															1				81		2	Remove existing worn RFL markings (including three 24-in transverse stripes) and replace	
2a-15	WB SR 509 (N Frontage Rd)	Alexander Avenue E - Port of Tacoma @ RR Xing											72															1				72		2	See layout sheets	
2a-16	Bantz Blvd	Pearl St - 6th Ave					950																											Partial layout to be provided by City forces		
2b-1	S 21st St	Jefferson Ave.						90	32																					12				See layout sheets		
2b-2	Pacific Ave	NB Left approaching S 17th St							105	204																				108				See layout sheets		
2b-3	Norpoint Way NE	19th St NE - Pl Woodworth Dr.									18	136																						See layout sheets		
2b-4	S 84th St	WB approach to Pacific Ave																														84		2	Make eastern 112 LF of w 8" lane gore stripe into dotted gore (i.e., removal of 84 total 1/2 per CH-03B pattern); remove 84 in City and re-install at new end of gore stripe	
2b-5	S 72nd St	EB appor to NB I-5 On-Ramp						93																											Revised double left turn lanes	
2b-6	S 72nd St	EB Double Left at Hosmer						102																											Revised double left turn lanes	
2b-7	NB 53rd Ave NE	At WB 31st St NE						83								29																37			See layout sheets	
2b-8	Market St	s/o midblock crosswalk b/w 13th and 15th							16																							91			Remove as Table 2c (15 LF) to extend south of ONLY for turn pocket; s/o crosswalk; extend gore stripe (14 LF) to match ONLY extent; remove DT (28 LF) for portion opposite driveway	
2c-1	N Proctor St	N 29th St - N 28th St		259																												257			DT over top m/Reddy clay yellow (align south stripe of DT on the existing slip yellow) and when to into newer DT at private property gate; ONLY for 12 lane	
2c-2	Alexander Ave	Private prop. (~2150 ft NW of 11th) - E 11th & at SE appor to E 11th		2,140				136				22																							New DT signs are for individual stripes; ex plastic DT is worn and mostly removed for most of this segment; removals are for remaining partial segments	
2c-3	Division Ave	Tacoma Ave to Stadium Way			355																												80			
2c-4	Schuster Pkwy	SB approaching I-705/Pacific Ave split																																	DT Arrow + ONLY for left lane (SR Schuster) aligned with ex. lane stripe per COT (2x 80) - 10	
2c-5	S 35th St	at Pine St.																																	8ft=2 per WB appor to Pine St per COT (2x 80) - 10	

Table 1 (#245): Alder Way Curve
(west of Ruston Way)

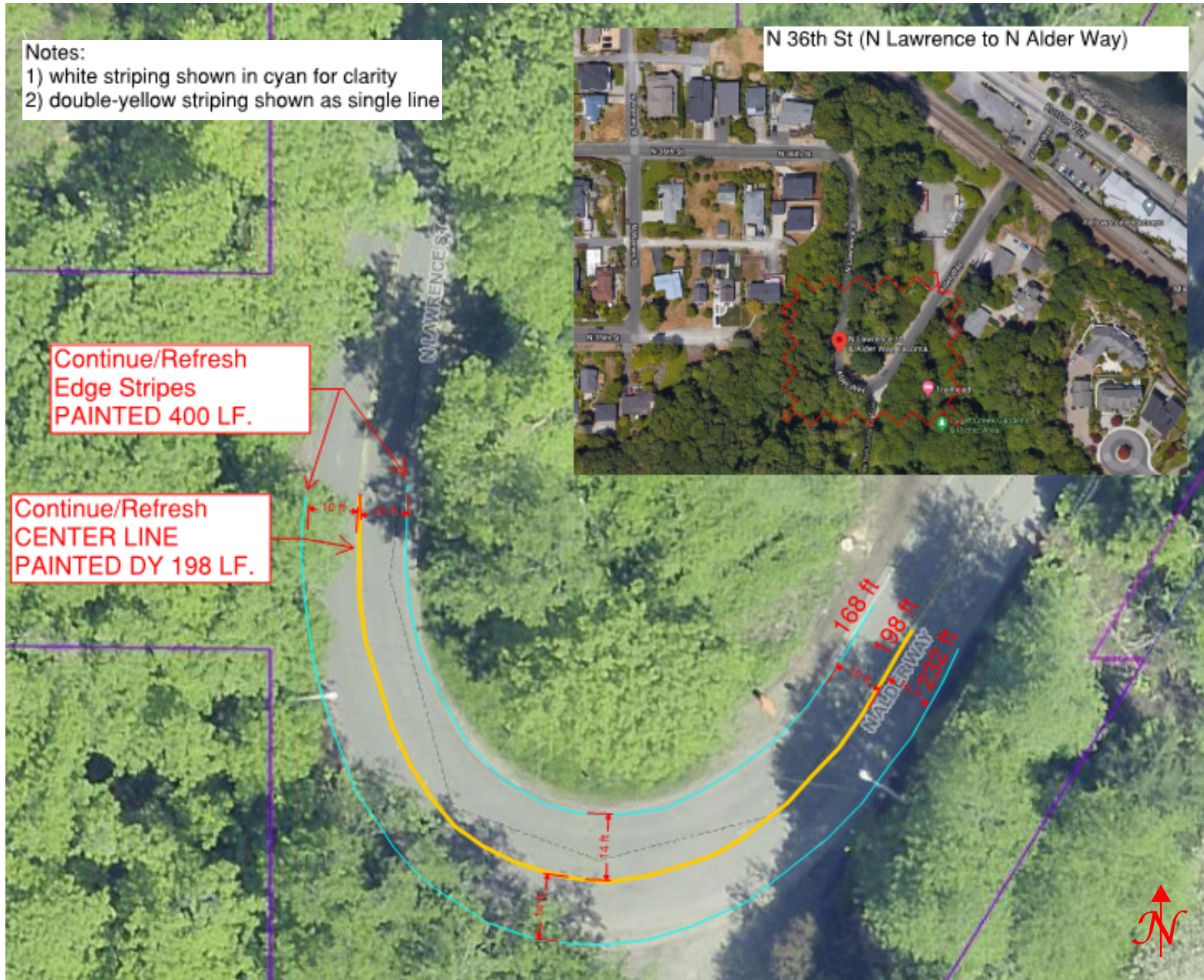
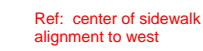


Table 2a-1: Puget Sound Ave - s/s South 54th St to s/o South 56th St



typ., Bike Lane
Symbol+Arrow
(per WSDOT Std)

Sharrows
(design per
CH-11)

Plastic LTA + Plastic ONLY
per CH-09/-10

Plastic LTA + Plastic ONLY
per CH-09/-10



Table 2a-6: S Orchard Street
(Between S 48th Street & S 51st Street)

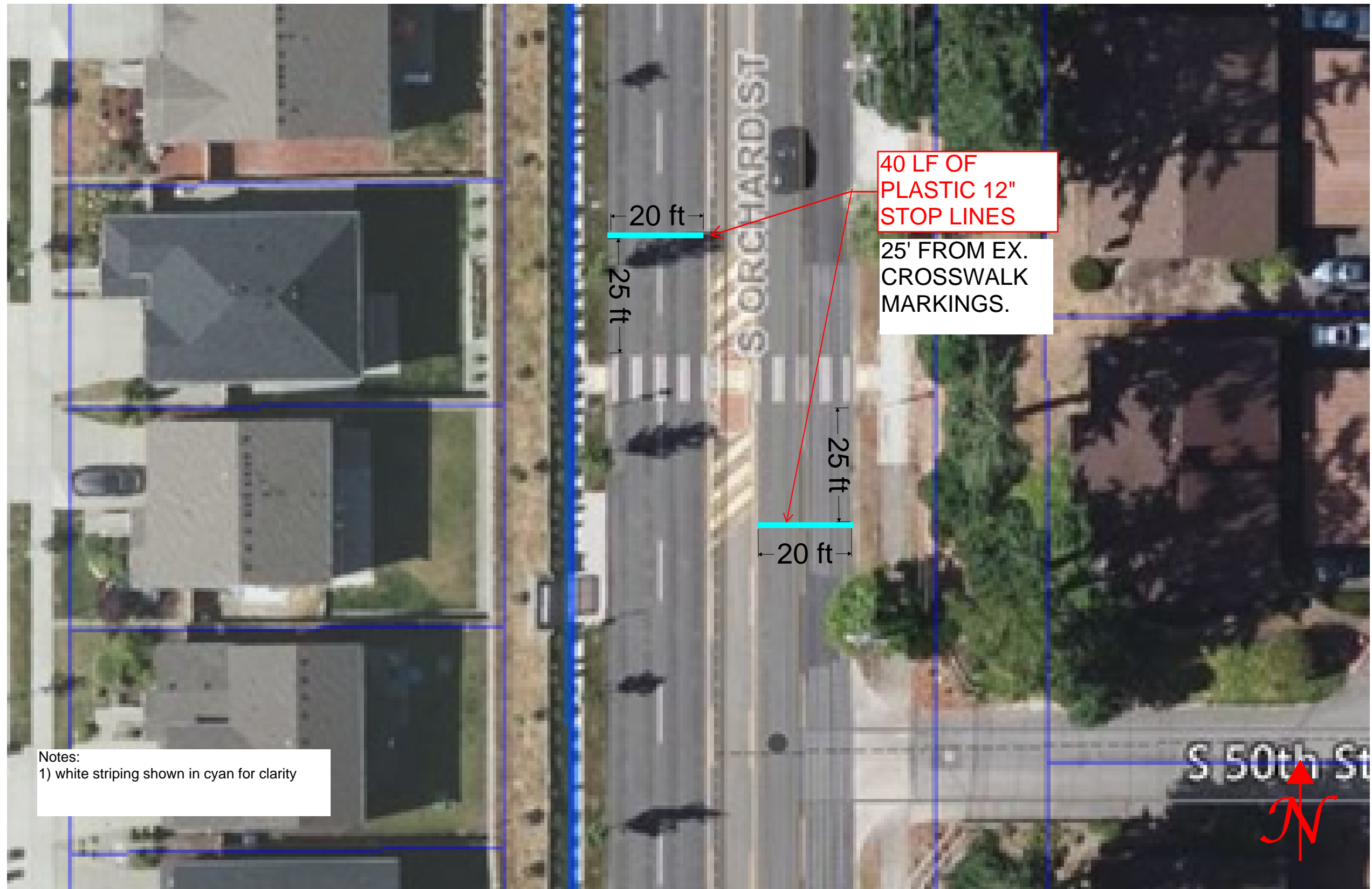


Table 2a-7: 6th Avenue
(West of North Puget Sound Avenue)

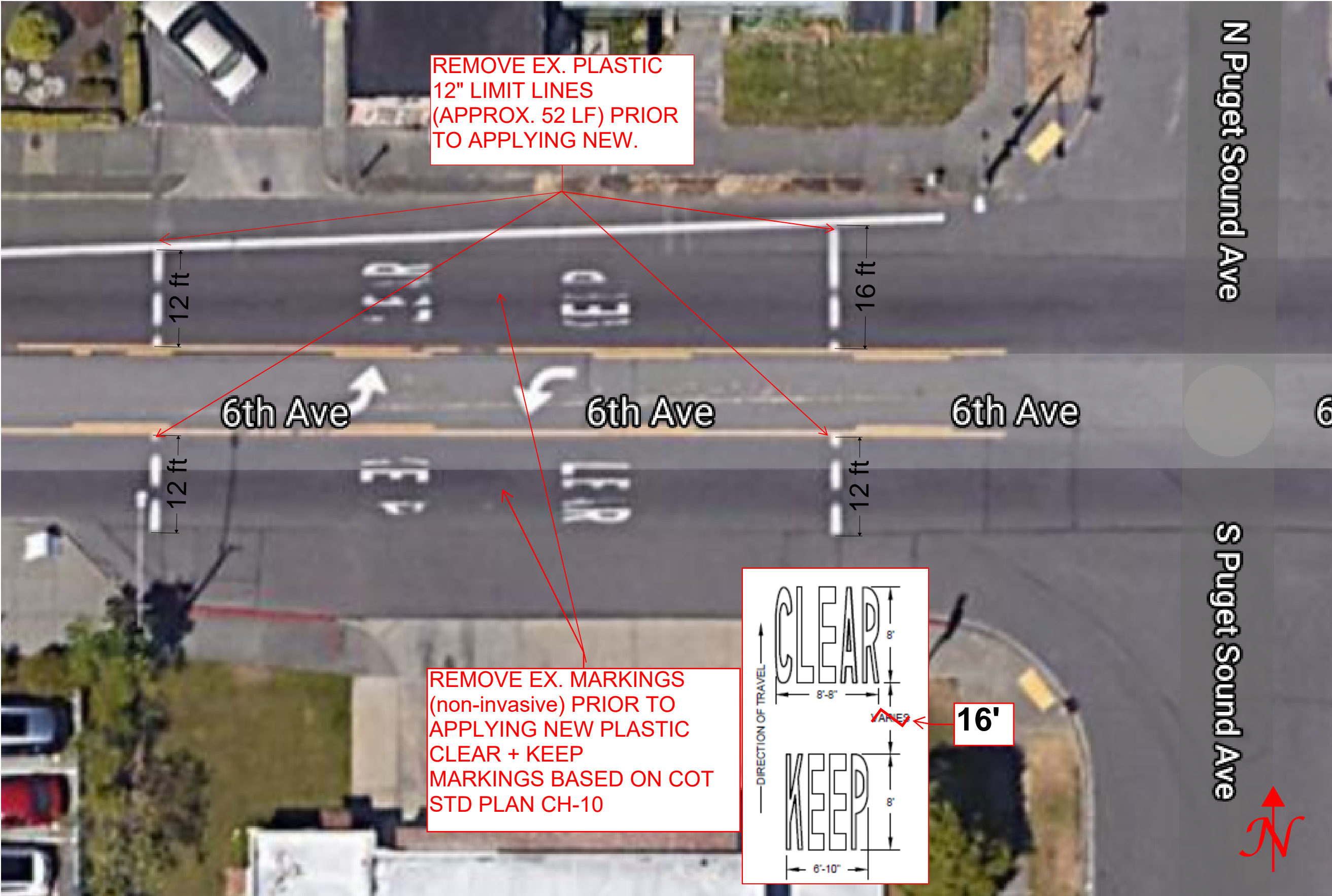


Table 2a-8: N 46th Street (at N Vassault Street)

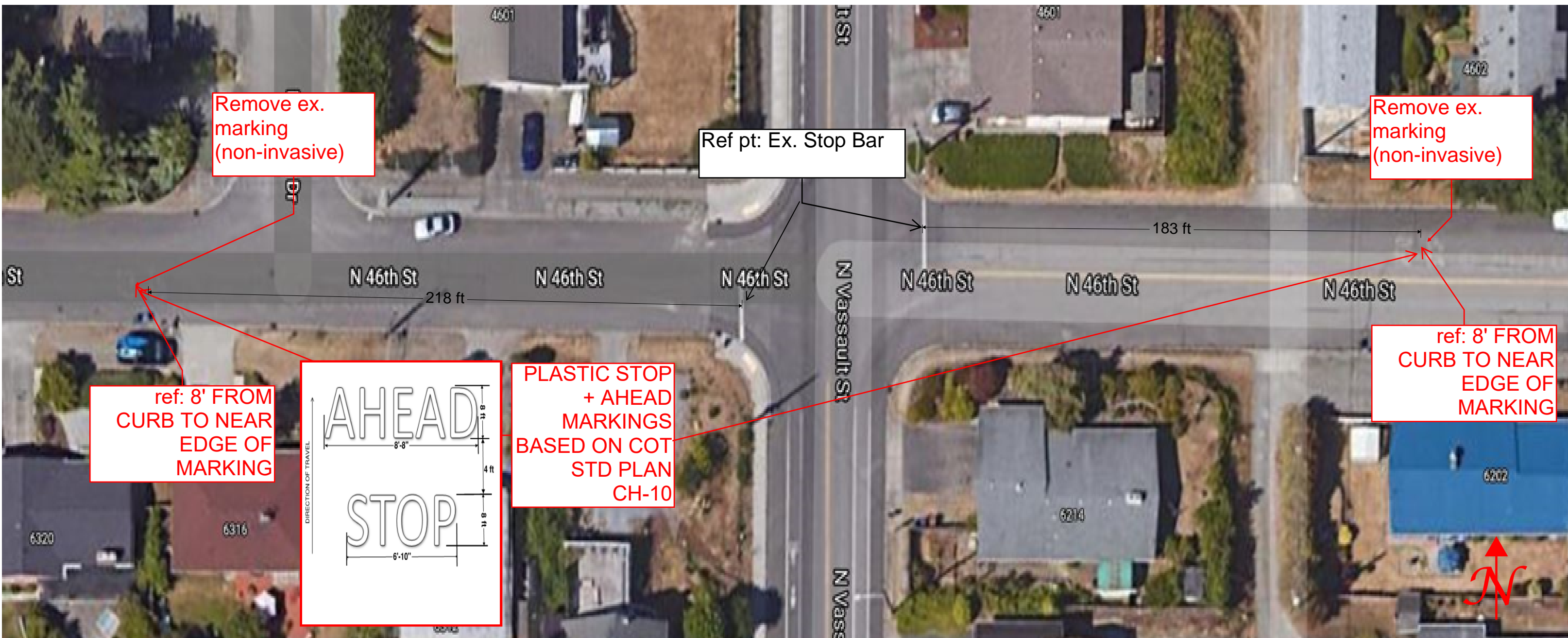


Table 2a-9: 115 East 34th Street
(West of East B Street)

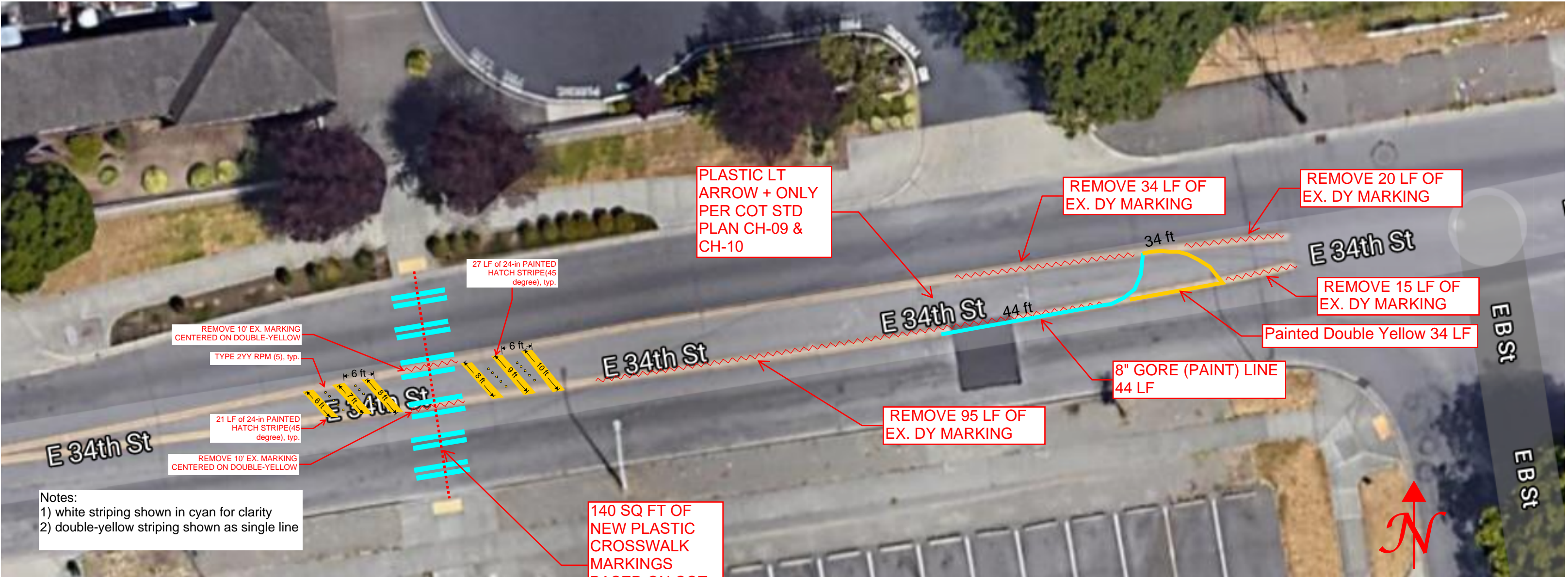


Table 2a-10: SB S Mullen Street
(at S 19th Street)

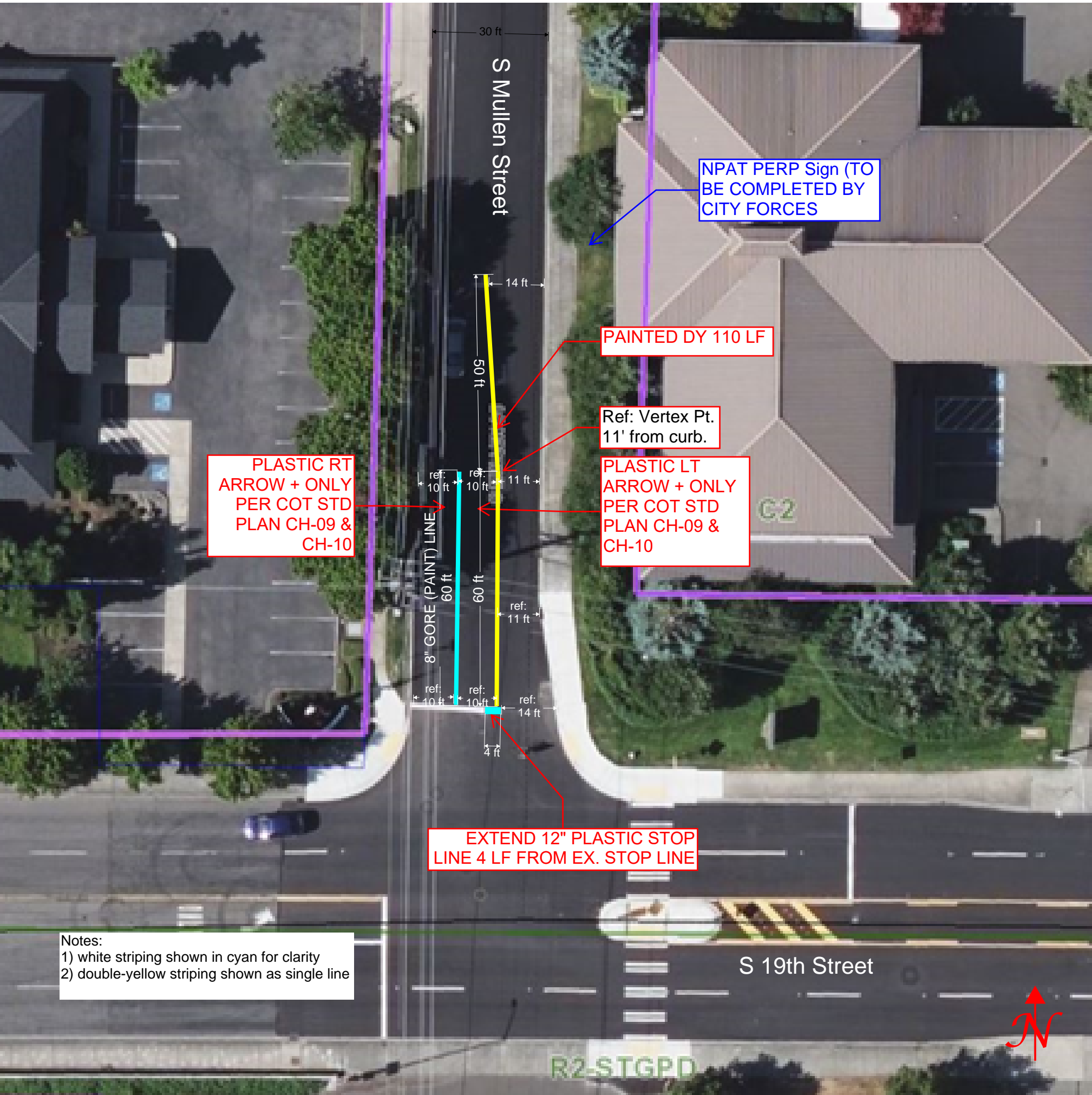


Table 2a-11: S Pearl Street
(North of S 12th Street)

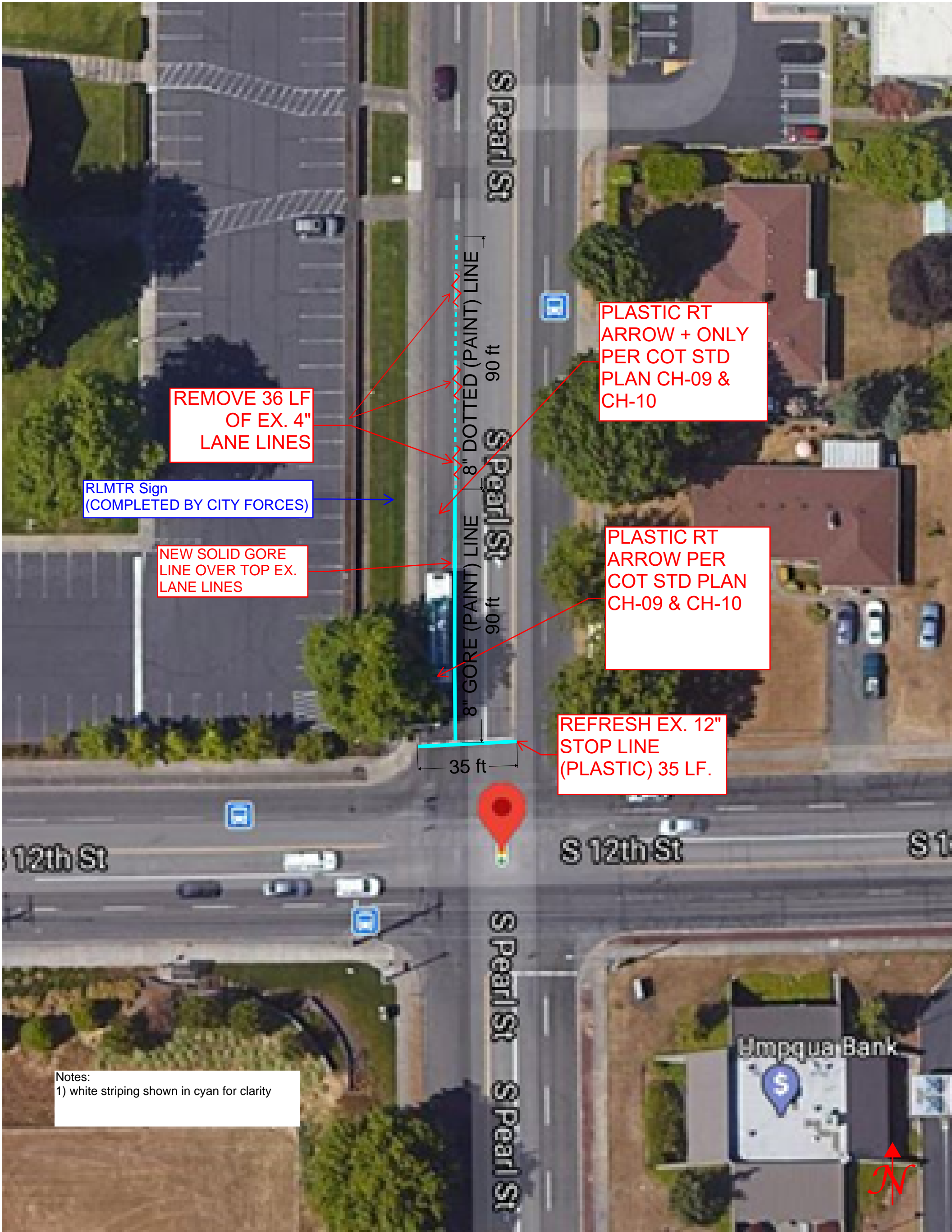


Table 2a-12: EB South 84th Street
(West of Pacific Avenue)

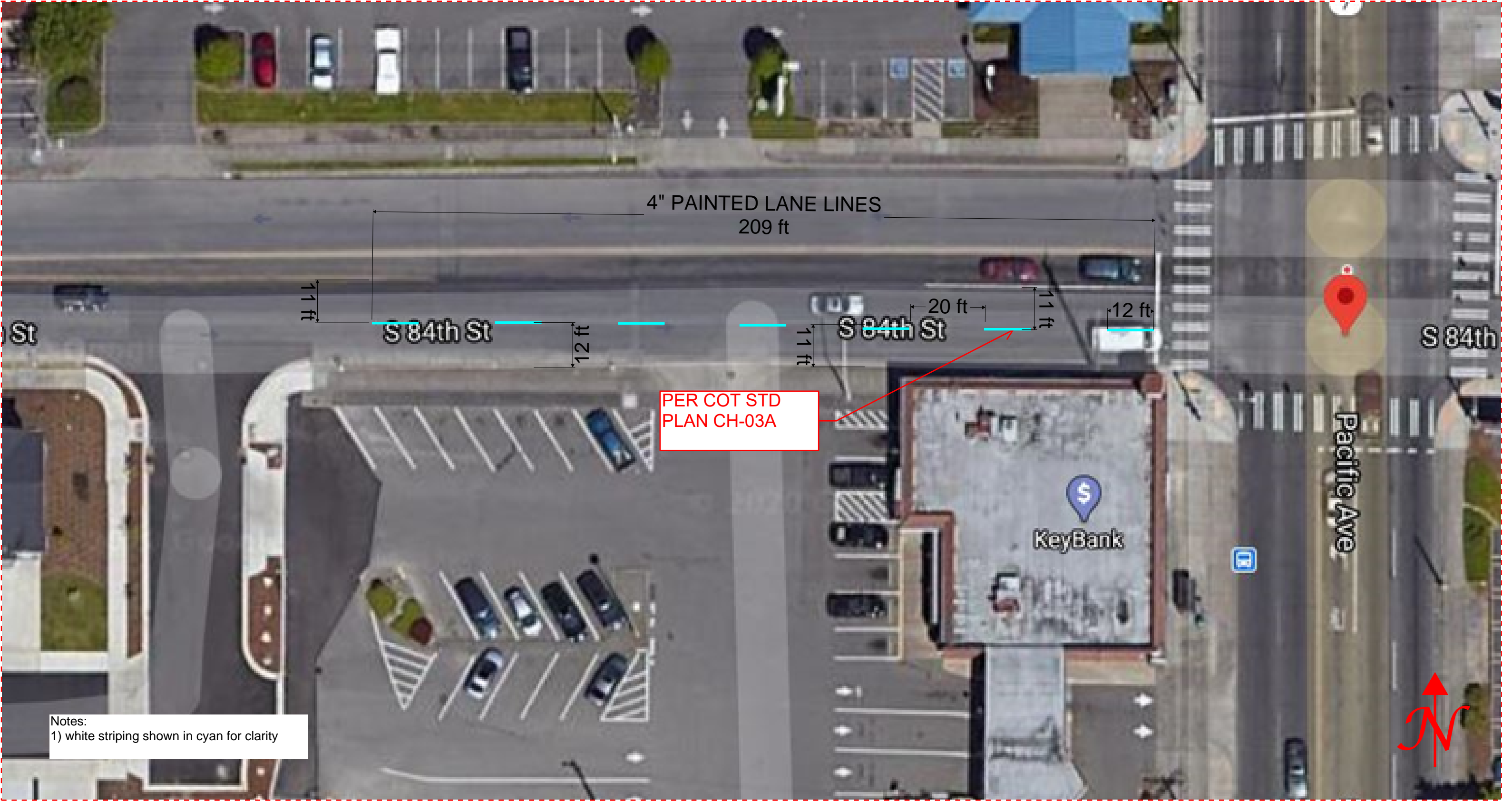


Table 2a-13: Left-Turn/Median Controls Enhancement at Orchard St/Summit Ave (Fircrest)

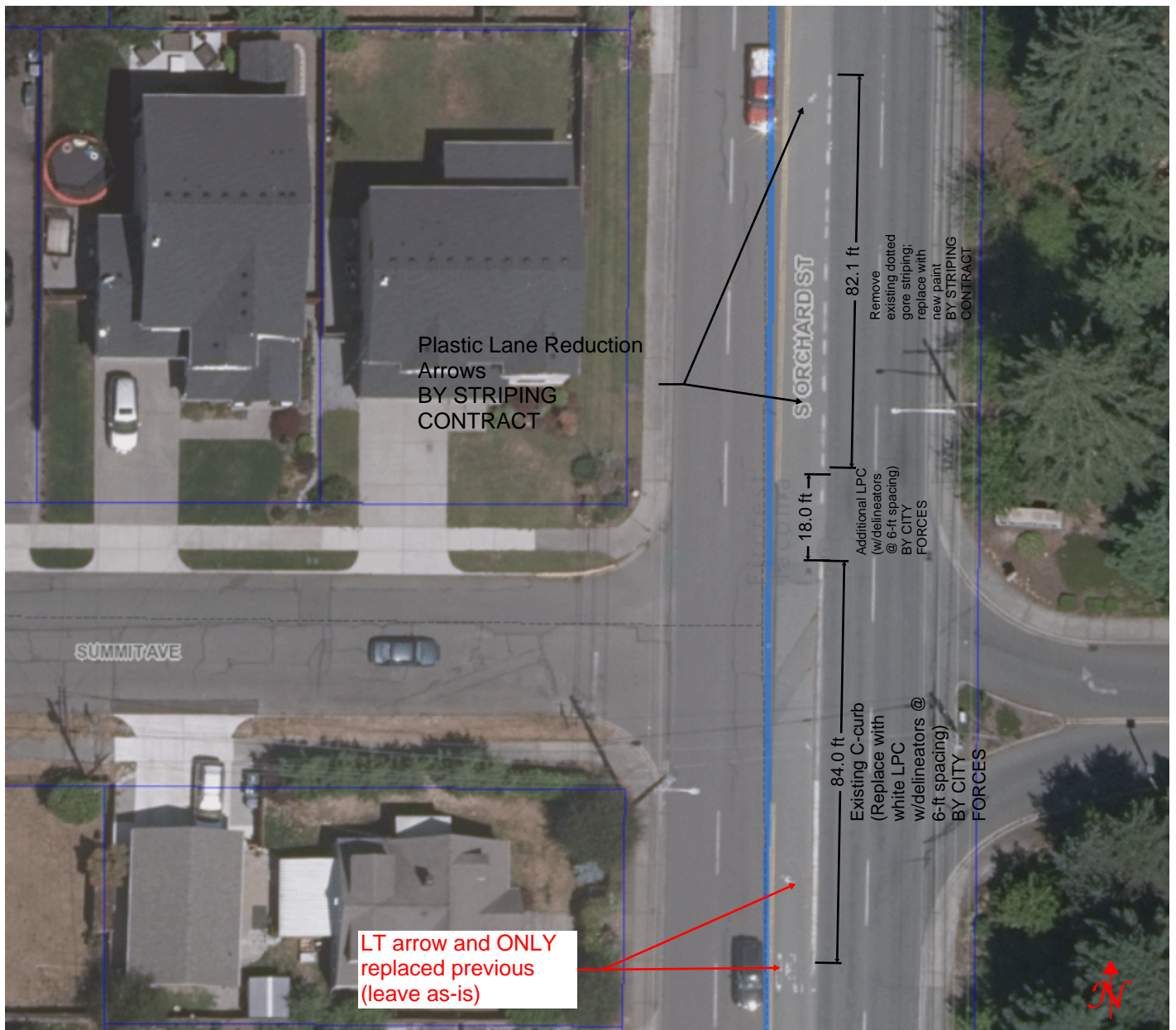


Table 2a-14/15: SR 509 S Frontage Rd. & N Frontage Rd. (Between Port of Tacoma & Alexander Avenue E.)

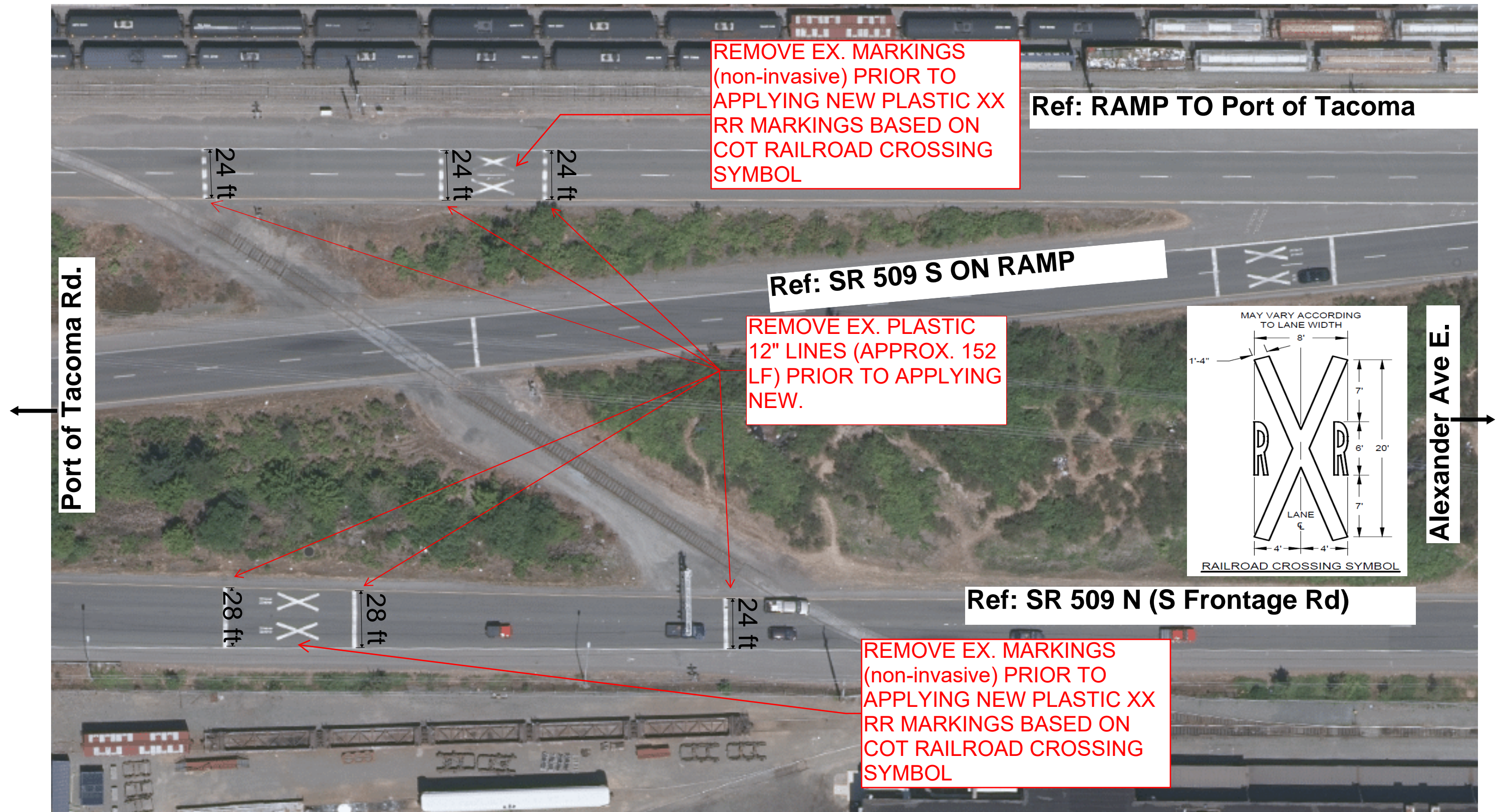


Table 2b-1: WB S 21st Street
(at Jefferson Avenue)

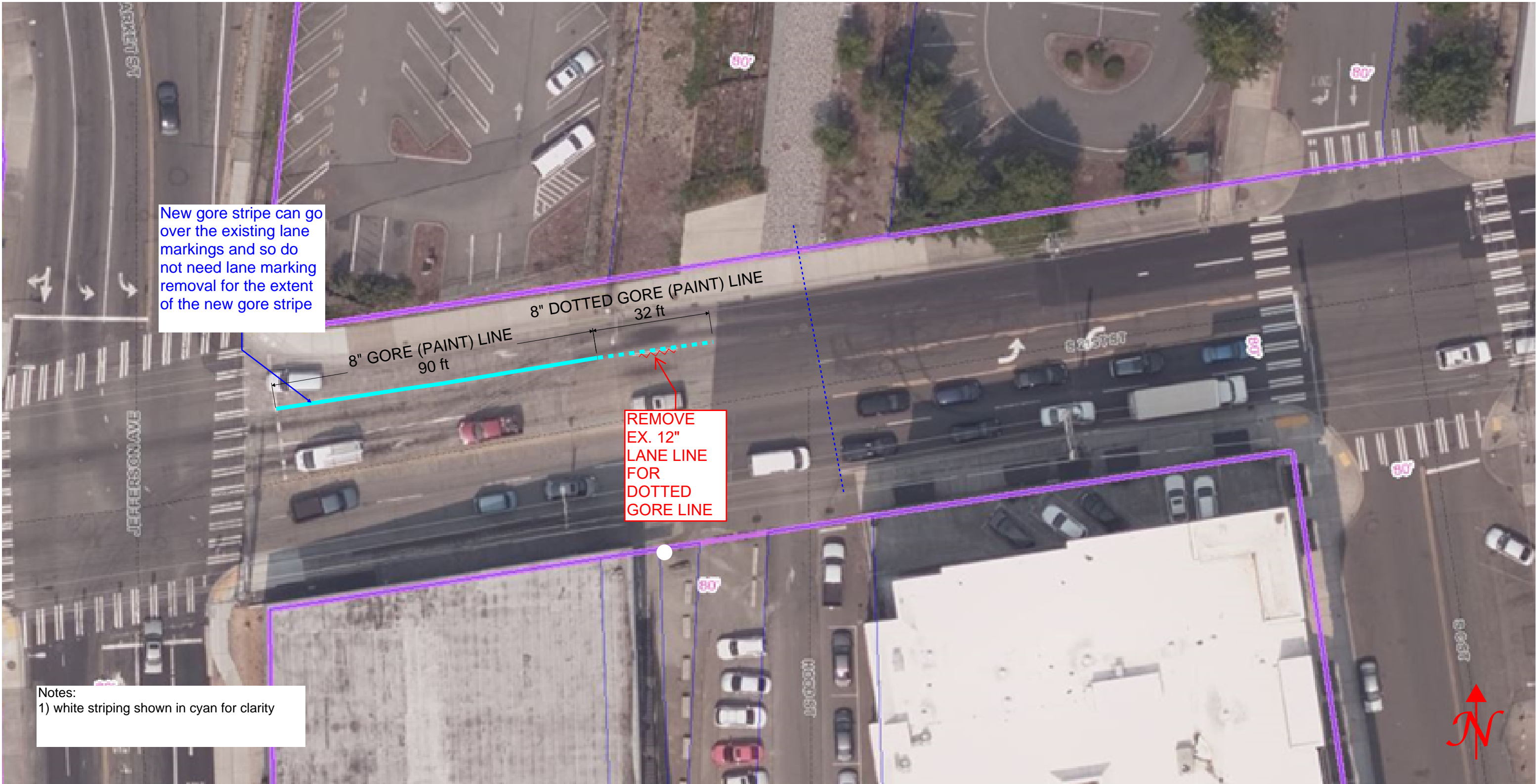


Table 2b-2: Pacific Avenue
(South of S 17th Street)

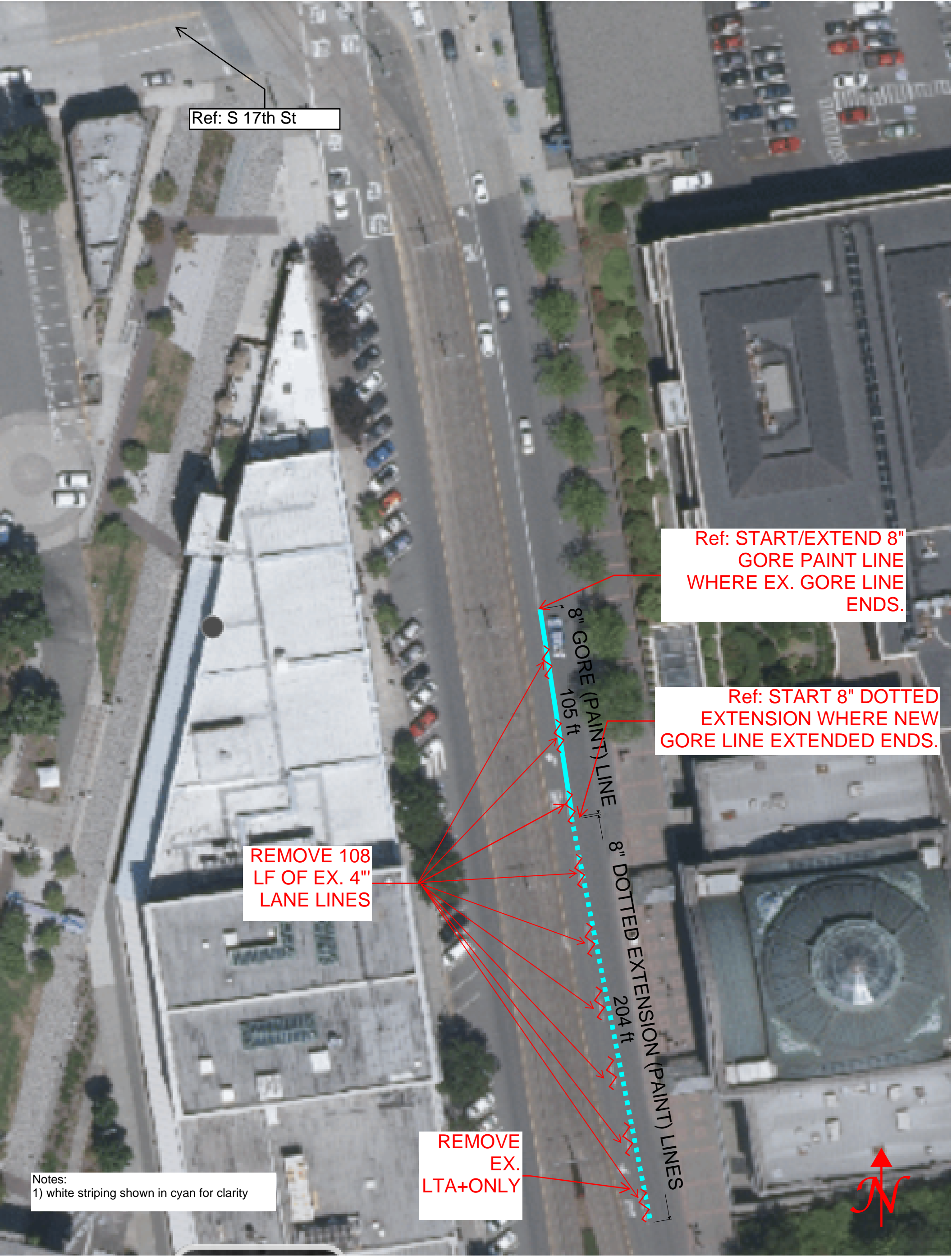


Table 2b-3: Norpoint Way NE Left-Turn Modifications at Pointe Woodworth Access Points (2)

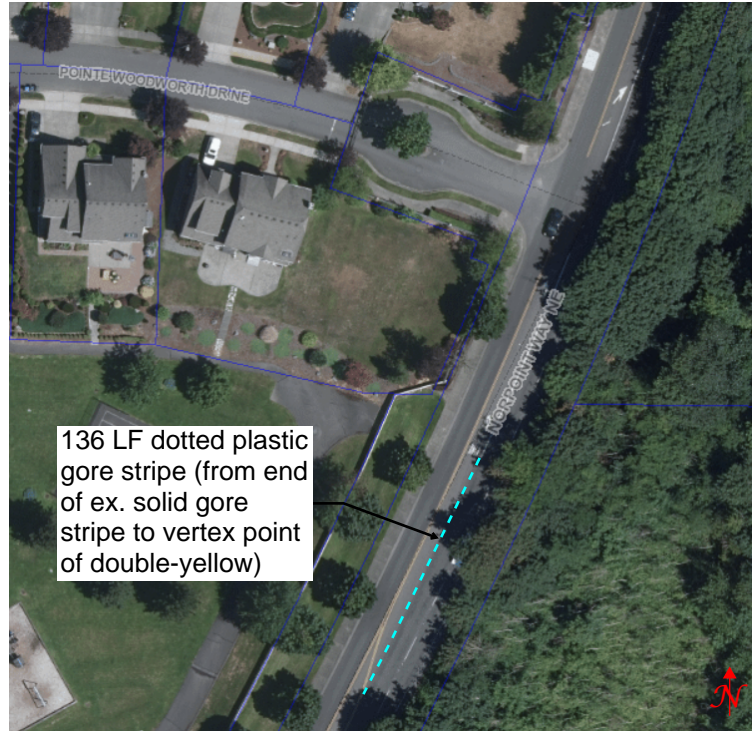


Table 2b-4: WB S 84th St (appr Pacific Ave)



Table 2b-5: South 74th Street to I-5 NB

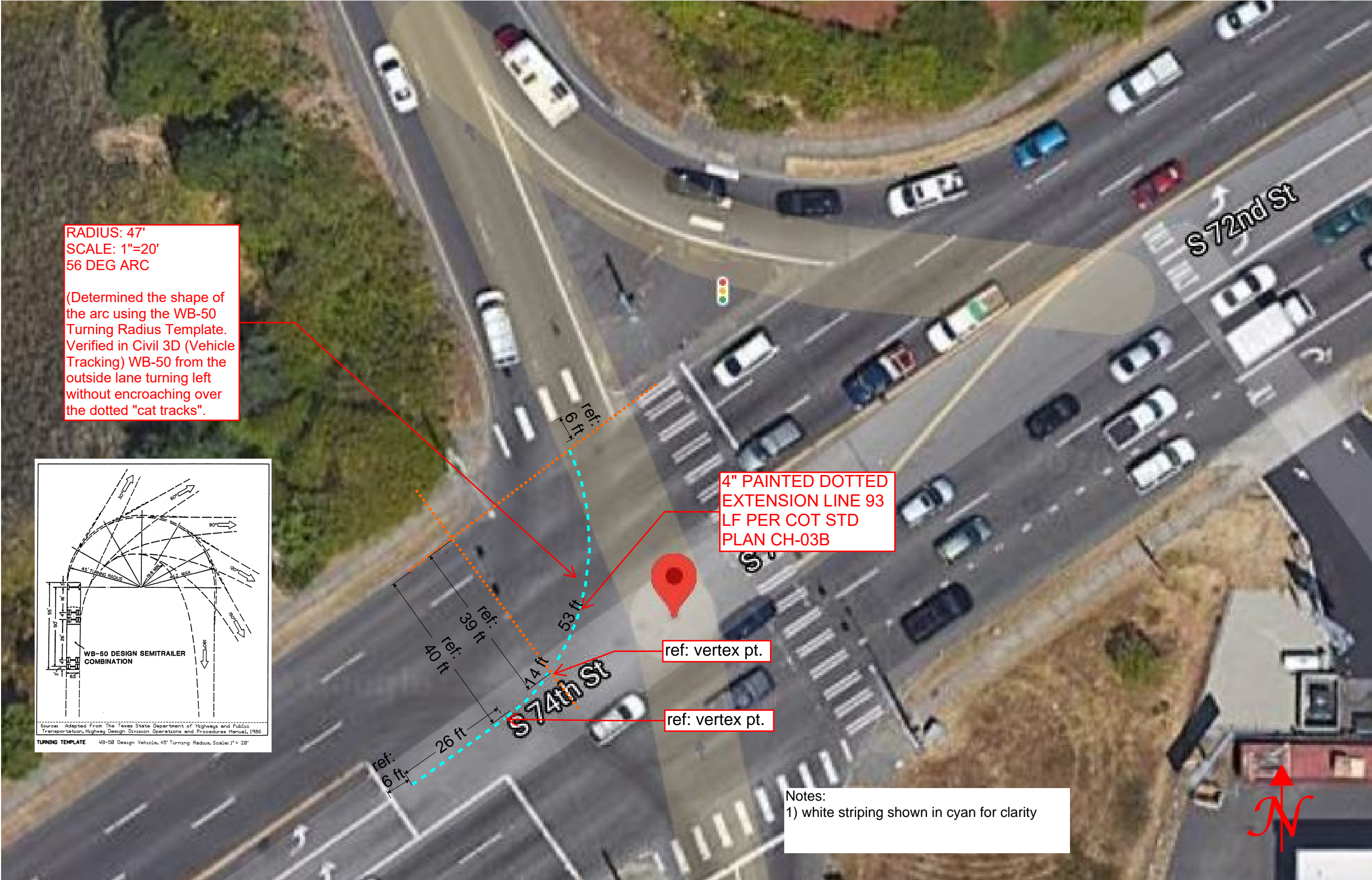


Table 2b-7: NB 53rd Ave NE Horizontal curve at
WB 31st St NE

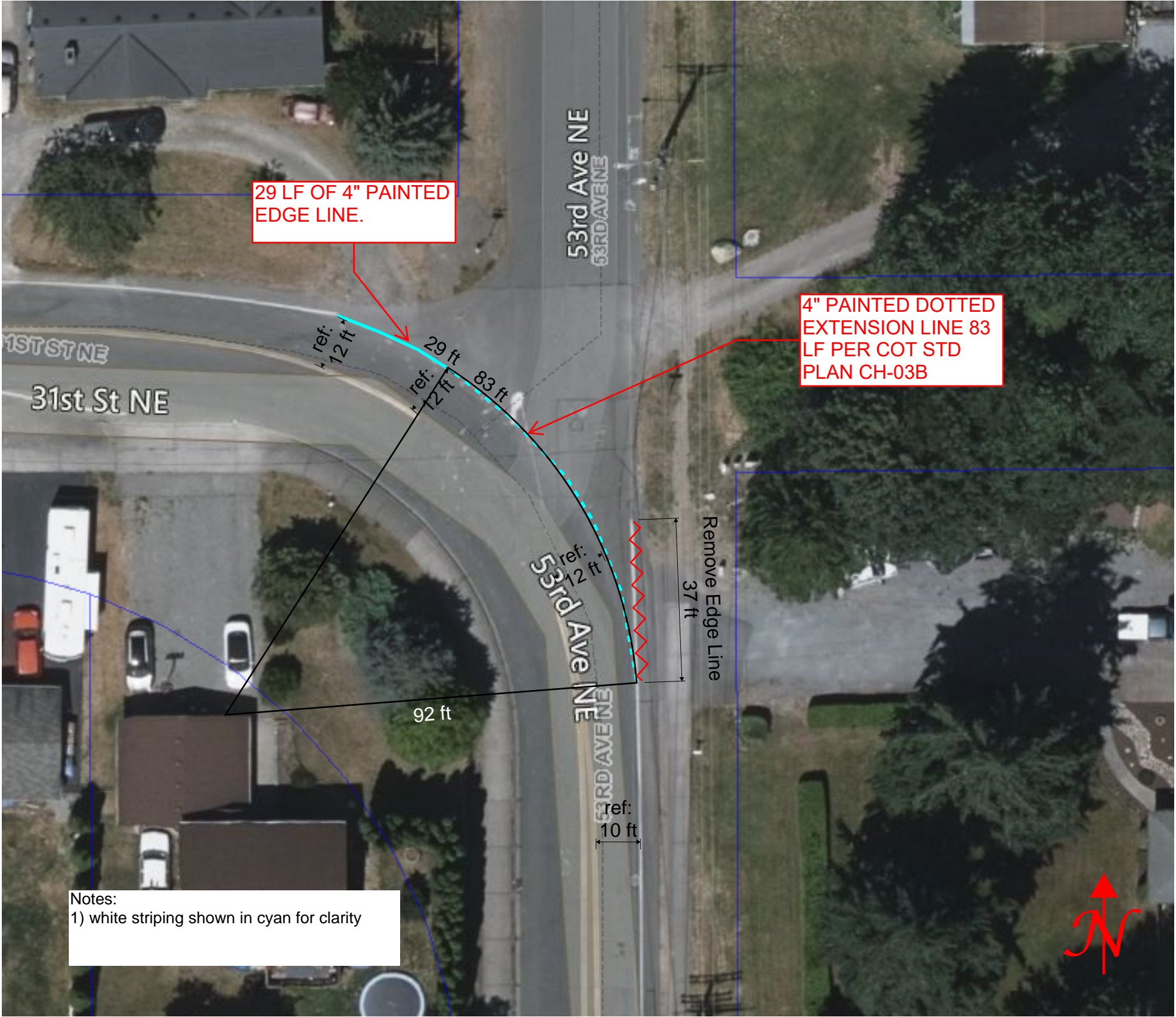
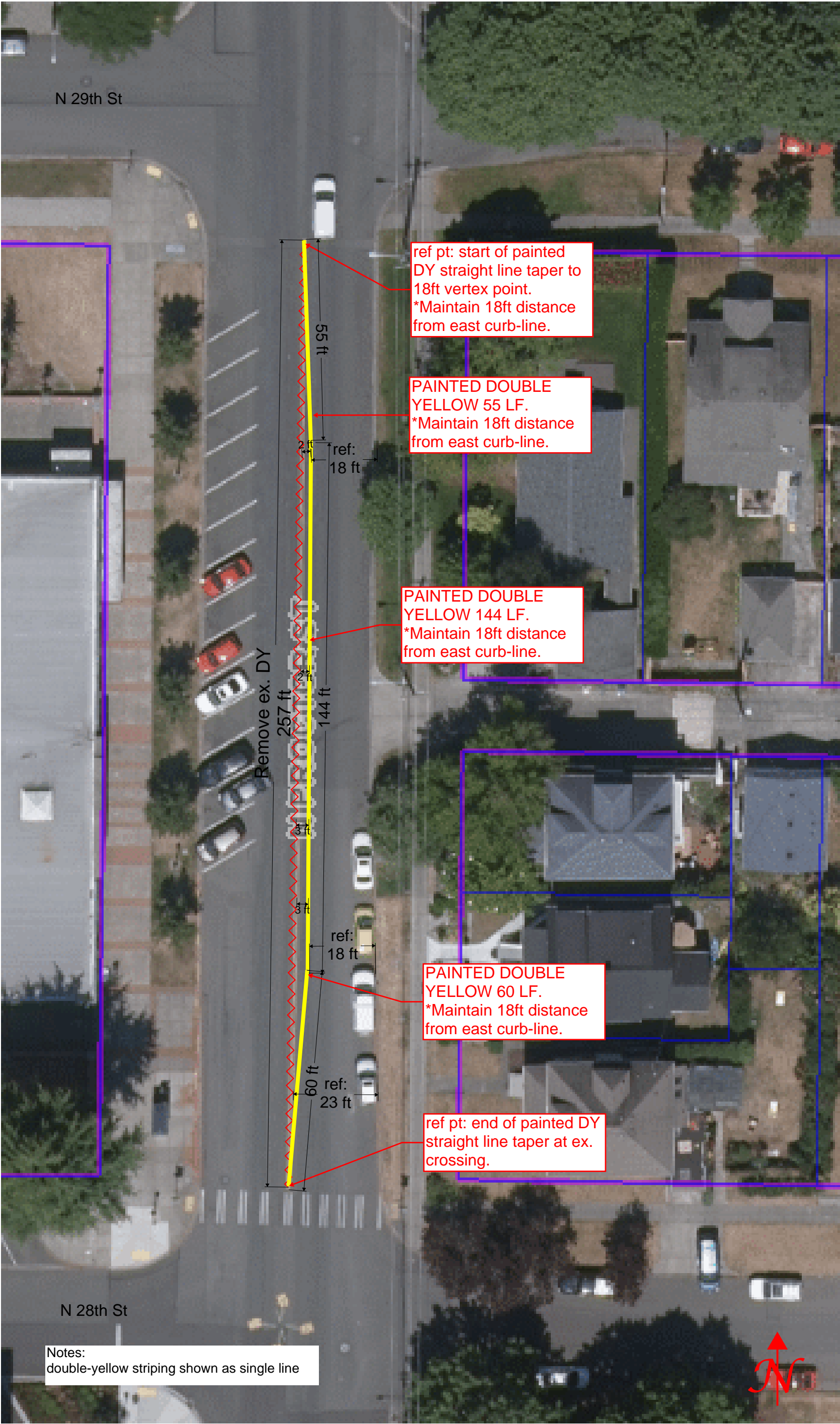


Table 2c-1: N Proctor Street Centerline
(Between N 29th St & N 28th St.

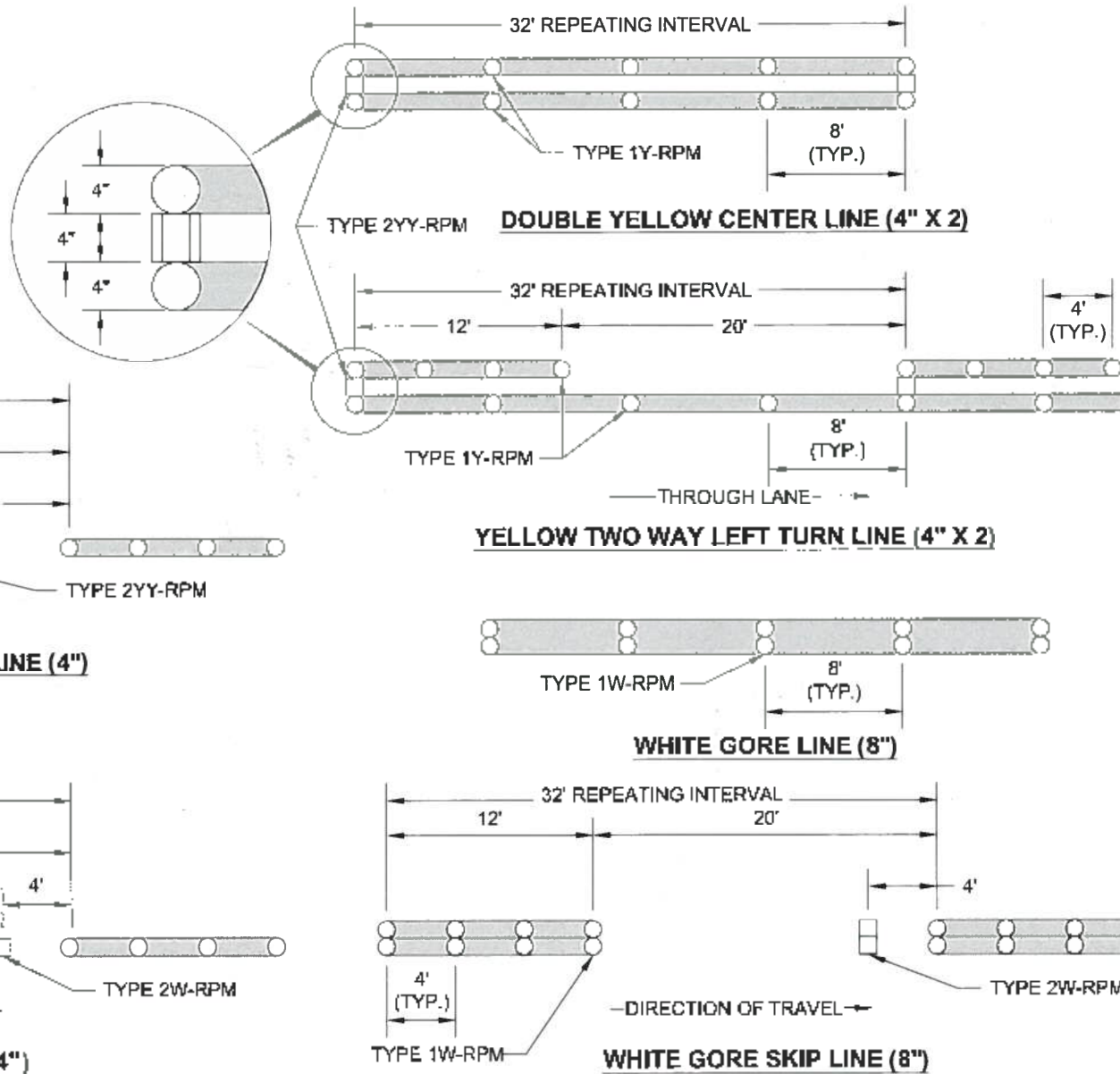


APPENDIX B

CHANNELIZATION DETAILS

NOTES:

1. The Contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. City inspection required before striping or associated sign installation begins.
2. Use of RPMs* as shown correspond with paint striping. If striping consists of thermoplastic (or similar) then Type 1YW-RPMs are omitted. * if called for in Appendix A
3. RPMs shall not be placed over longitudinal or transverse joints of the pavement surface.



DCS

PUBLIC WORKS

NA

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DATE

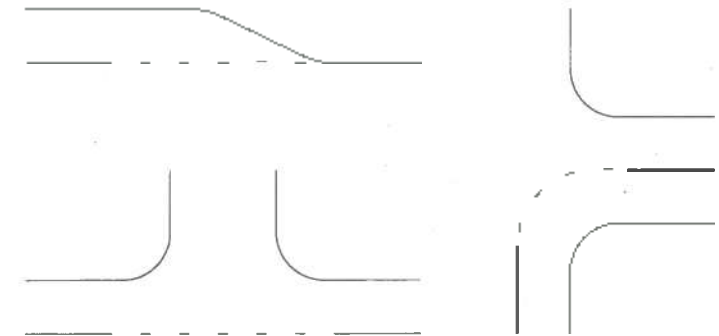
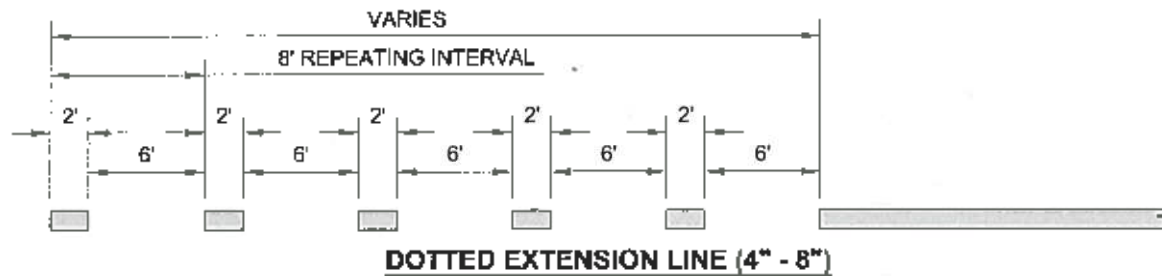
CITY OF TACOMA

LONGITUDINAL
PAVEMENT MARKINGS

STANDARD PLAN NO. CH-03A

NOTE:

1. The Contractor will provide necessary control points for striping, stop lines, legends, crosswalks, traffic arrows, and signs. City inspection required before striping or associated sign installation begins.



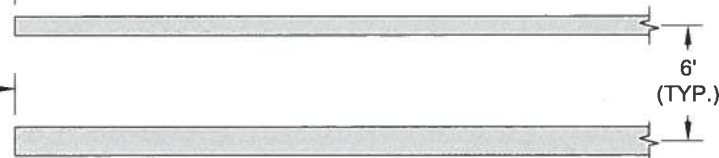
EXAMPLE APPLICATIONS OF DOTTED EXTENSION LINE



→ DIRECTION OF TRAVEL →

BIKE LANE SKIP LINE (6")

EDGE LINE (4") (WHEN ADJACENT TO PARKING)



BIKE LANE LINE (6")

DCS
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N/A
TACOMA POWER

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NA
TACOMA WATER



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CITY ENGINEER
DATE 4/4/10

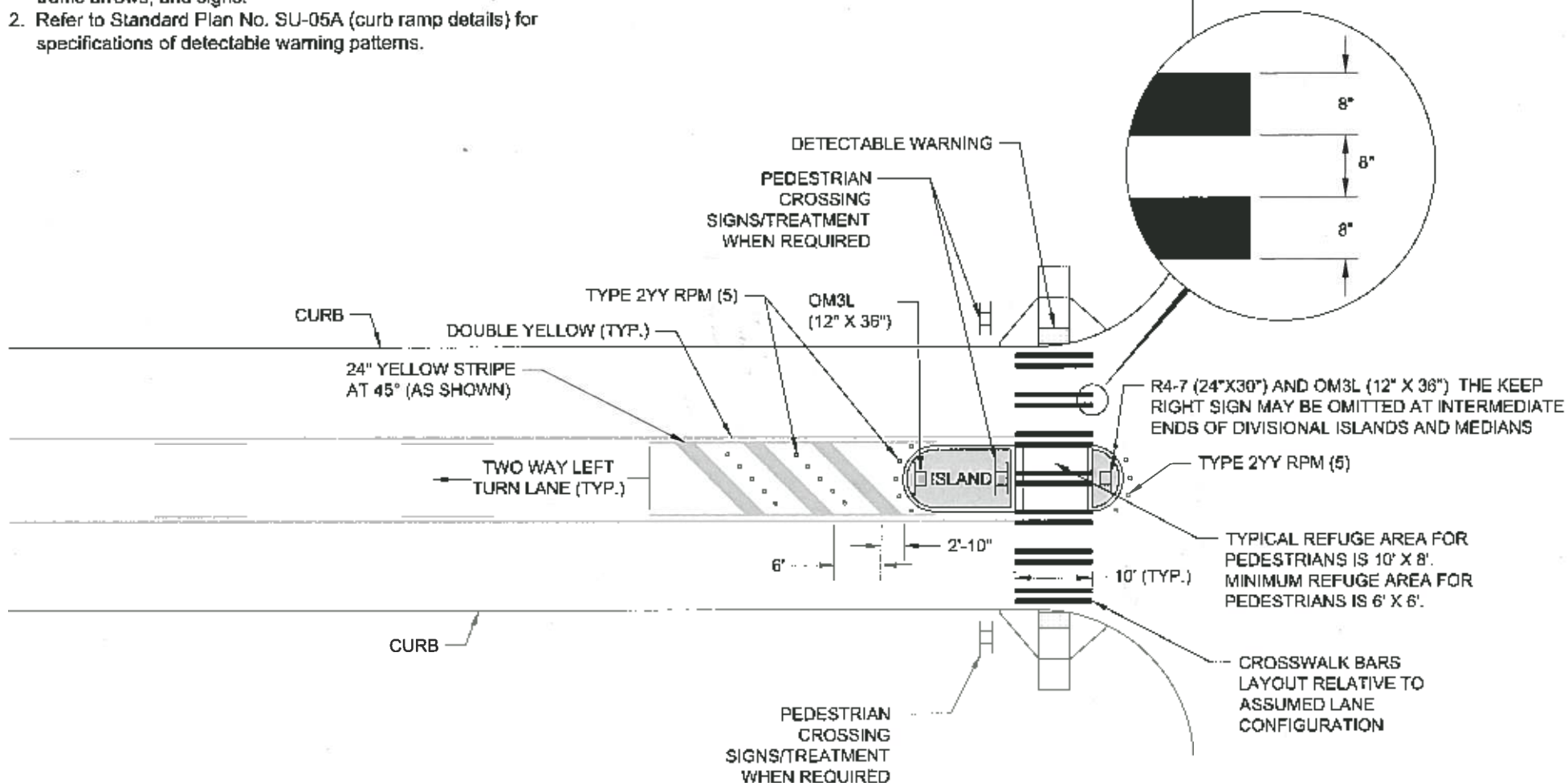
CITY OF TACOMA

LONGITUDINAL
PAVEMENT MARKINGS

STANDARD PLAN NO. CH-03B

NOTES:

1. Contractor will provide necessary control points to assist in preliminary spotting for striping, stop lines, legends, crosswalks, traffic arrows, and signs.
2. Refer to Standard Plan No. SU-05A (curb ramp details) for specifications of detectable warning patterns.



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TACOMA WATER



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CITY ENGINEER

4/4/10
DATE

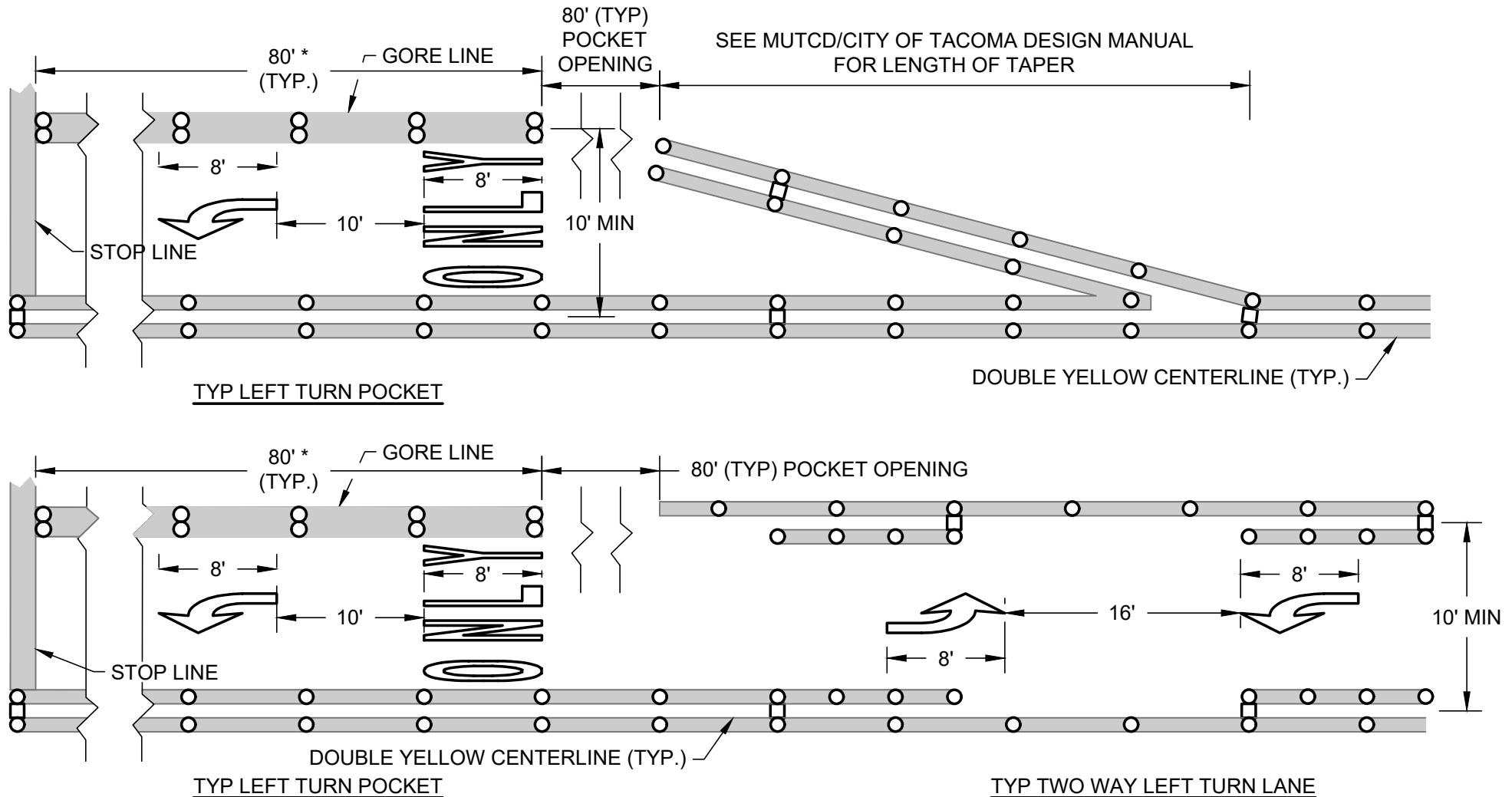
CITY OF TACOMA

PAVEMENT MARKINGS AND SIGN
LOCATIONS FOR PEDESTRIAN ISLAND

STANDARD PLAN NO. CH-07

NOTES

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



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SERVICES

TACOMA POWER

TACOMA WATER



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OK TO REFERENCE FOR THIS PROJECT

CITY ENGINEER

DATE

CITY OF TACOMA

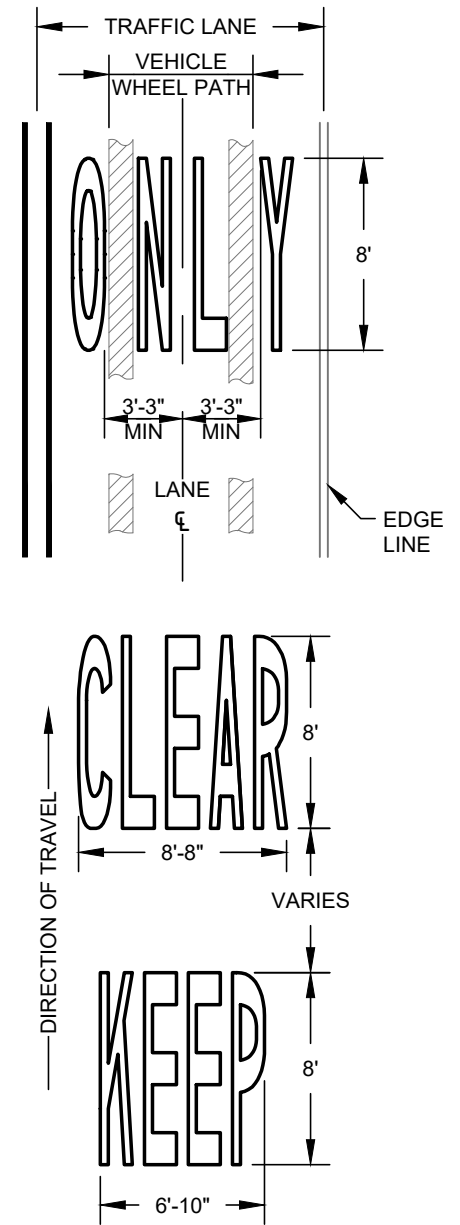
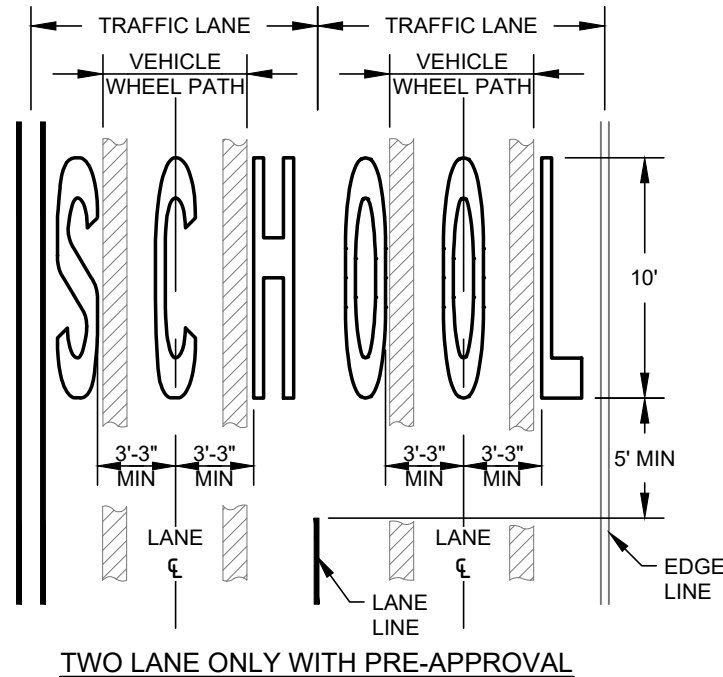
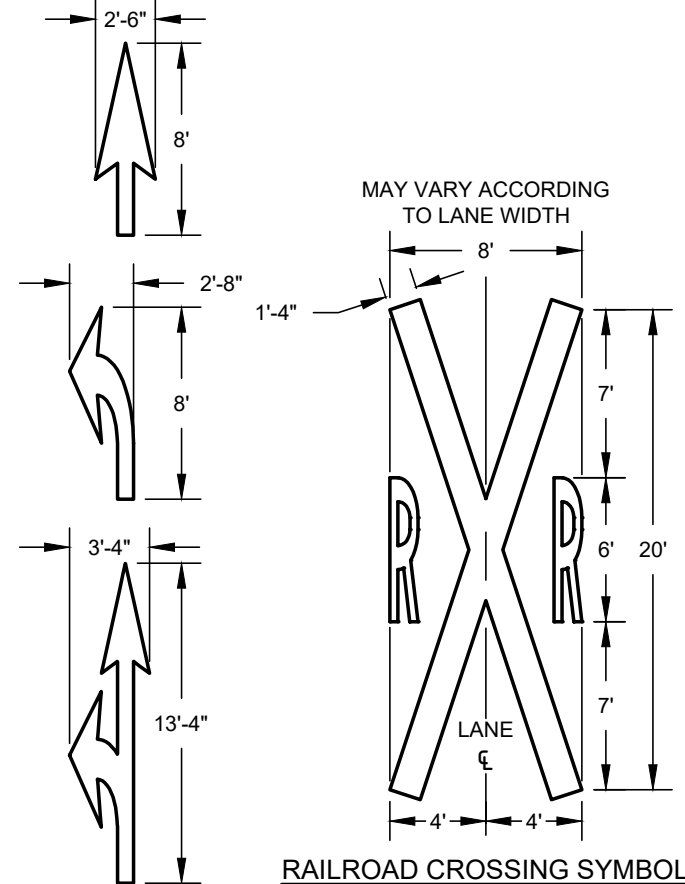
LEFT TURN POCKET
PAVEMENT MARKINGS

STANDARD PLAN NO.

CH-09

NOTES

1. Contractor will provide necessary control points to assist in preliminary spotting for stripe, stop line, legends, crosswalks, traffic arrows and associated signs.
2. Typical letter width is 16"
3. Typical letter spacing is 6"
4. Letter stroke is 4"
5. Refer to WSDOT M24.40-02 for more specific traffic arrow dimensions
6. Arrows shown may be mirrored about their centerline as applicable to design.



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PUBLIC WORKS

ENVIRONMENTAL
SERVICES

TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION

PENDING
OK TO REFERENCE FOR THIS PROJECT

CITY ENGINEER

DATE

CITY OF TACOMA

PAVEMENT
WORDS AND ARROWS

STANDARD PLAN NO. CH-10

PART III

CITY OF TACOMA

EQUITY IN CONTRACTING PROGRAM

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

Equity in Contracting Requirements

Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
16%	10%	23%

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

www.omwbe.diversitycompliance.com*

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

CCD/SBE: PW21-0497F
Date of Record: 1.25.2021

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.

CHAPTER 1.07

EQUITY IN CONTRACTING

Sections:

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

- A. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- B. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- C. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- D. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.
- E. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

F. “Goals” means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

G. “MWBE Certified business” (or “MWBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.

H. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.

I. “SBE Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

J. “Program Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

K. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

L. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

M. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

N. “Public Works (or “Public Works and Improvements”)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

O. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

P. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

Q. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

R. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

S. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

T. “Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

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

1.07.030 Discrimination prohibited.

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

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

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

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

1.07.040 Program administration.

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

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

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

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

1.07.050 Certification.

A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:

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

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

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

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

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

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

1.07.070 Evaluation of submittals.

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

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

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

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

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

1.07.080 Contract compliance.

A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

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

1.07.090 Program monitoring.

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

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

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

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

1.07.100 Enforcement.

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

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

1.07.110 Remedies.

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

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

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

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Review of program.

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

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

City of Tacoma

Equity In Contracting Program Regulations

City of Tacoma Equity In Contracting Regulations Manual

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Introduction

This document serves as the administrative manual for the Equity in Contracting policy that is described in Tacoma Municipal Code (TMC) Chapter 1.07.040(B). The manual will explain how compliance, monitoring, oversight, requirement-making, bid incentives, and enforcement actions will be administered. The document will be regularly updated. For any questions related to this document, please contact the Equity in Contracting (EIC) office at (253)591-5075 or SBEOffice@cityoftacoma.org.

Goals/Requirements on Contracts

A. Requirements

1. Public Work

- a. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise (SBE) requirements are placed on all Public Work projects.
- i. MBE, WBE, and SBE requirements are **mandatory**. As such, any bidder that does not meet any requirement shall be considered non-responsive by the Equity in Contracting office.
- ii. If a bidder wishes to request a waiver, they must identify the request on the Equity in Contracting Waiver Request Form complete with the reason(s) why.
 1. Waiver types are listed under the “Waivers” section B.

Contractors are also subject to the City’s ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the Equity in Contracting Office at 253-591-5075 for assistance. The list of City of Tacoma SBE subcontractors is available at

<https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505>. The list of MBE, WBE, and SBE certified firms from the Washington State Office of Minority and Women Owned Business Enterprises (OMWBE) can be found at: <https://omwbe.diversitycompliance.com/>

All SBE goals may be met by using DBE’s or SBE’s from the OMWBE list or the City of Tacoma SBE list. Please contact the Equity in Contracting Office for questions or to verify a firms status.

Contract Compliance

A. Benefits

The City of Tacoma must monitor compliance for all contracts that have requirements related to Equity in Contracting policies. Adequate monitoring allows the City to audit ongoing contracts for compliance, make necessary changes to the Equity in Contracting Regulations Manual based on real data, and to pro-actively monitor any possible discrimination on City of Tacoma-funded contracts.

B. Requirements

1. All contracts that have requirements related to the Equity in Contracting policy must utilize two cloud-based software solutions:
 - a. “B2GNow” for prime-contractor and sub-contractor payment compliance.
 - b. “LCP Tracker” for certified payroll compliance.
2. To access both systems, please use the following link:
<https://cityoftacoma.sbecompliance.com/?TN=cityoftacoma>

3. For support using these software solutions, please contact the Equity in Contracting office at (253)591-5075.

C. Key Performance Indicators

1. B2GNow
 - a. Ethnicity and Gender Summary
 - i. Subcontractors Only
 - ii. With Primes
 - b. Prompt Payment Analysis
 - c. Prime Contractor Performance on Active Contracts
 - d. Contract Awards Summarized by Department
2. LCP Tracker
 - a. Apprentice Hours
 - i. By Trade
 - ii. By Contractor
 - b. Employment By Area
 - i. Zip Code
 - ii. Council Districts
 - c. Employment By Ethnicity

Waivers

A. Benefits

There are times where the City may desire to waive a requirement from a contract. The following waivers, also identified in the Purchasing Policy Manual, give the City flexibility to waive requirements when the situation makes sense for it.

B. Requirements

1. Emergency
 - a. Must be documented and requested by the department/division awarding the contract.
2. Not Practicable
 - a. Must be documented and requested by the department/division awarding the contract.
3. Sole Source
 - a. Must be confirmed by the Finance Purchasing Manager.
 - b. Preliminary check to be made by Equity in Contracting division explicitly for potential MBEs, WBEs, and SBEs.
4. Government Purchasing
 - a. Must be confirmed by the Finance Purchasing Manager.
5. Lack of Certified Contractors
 - a. Must be documented and confirmed by the Equity in Contracting division.
 - b. The division will look up the available contractors by scope of work from the OMWBE roster and/or WEBS.
 - c. The list produced by this research shall be documented with other files for the contract in question.
 - d. If there are not more than 3 available contractors, there will not be a requirement placed on the contract for that scope of work.
6. Best Interests of the City
 - a. Must be documented and requested by the department/division awarding the contract.

C. Compliance

1. Waiver requests may be initiated by the contractor or the department owner.
 - a. When initiated by the contractor, the “Application for EIC Requirement Waiver” must be submitted to the EIC office.
 - i. The application will be reviewed by the office, and a determination will be made.
 - b. When initiated by the department owner, a request must be made in writing to the EIC office.
2. The waivers will be reviewed in accordance with 1.07.060(C).

D. Key Performance Indicators

1. Total quantity of Waivers
 - a. By type number
 - b. Type 5 will also need to document the NAICS code referenced.

Version History

The version history is marked by day.month.year.version nomenclature. A higher version number denotes a more recent version. For example, a 1.1.2020.1 version would denote the first version made in January 1st of 2020. A 1.1.2020.3 version would denote the third version made on January 1st of 2020. When referencing a specific contract, be sure to note that the version of the administrative manual matches that which was in the bid specifications.

Current Version

3.11.2020.1

Previous Version(s)

2.21.2020.1



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

EQUITY IN CONTRACTING UTILIZATION FORM

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

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

Bidder's Name: _____

Address: _____ City/State/Zip: _____

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

a. Company Name and Telephone Number	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

PART IV

CITY OF TACOMA

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

Chapter 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

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

1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.90.040 LEAP goals.

A. Utilization Goals.

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

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

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

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

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

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

B. Failure to Meet Utilization Goal.

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

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

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

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

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

D. LEAP Goal Adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

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

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

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

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

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

1.90.090 Compliance with applicable law.

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

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

1.90.100 Review and reporting.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

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

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

1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)



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

LEAP

Document Submittal Schedule

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

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

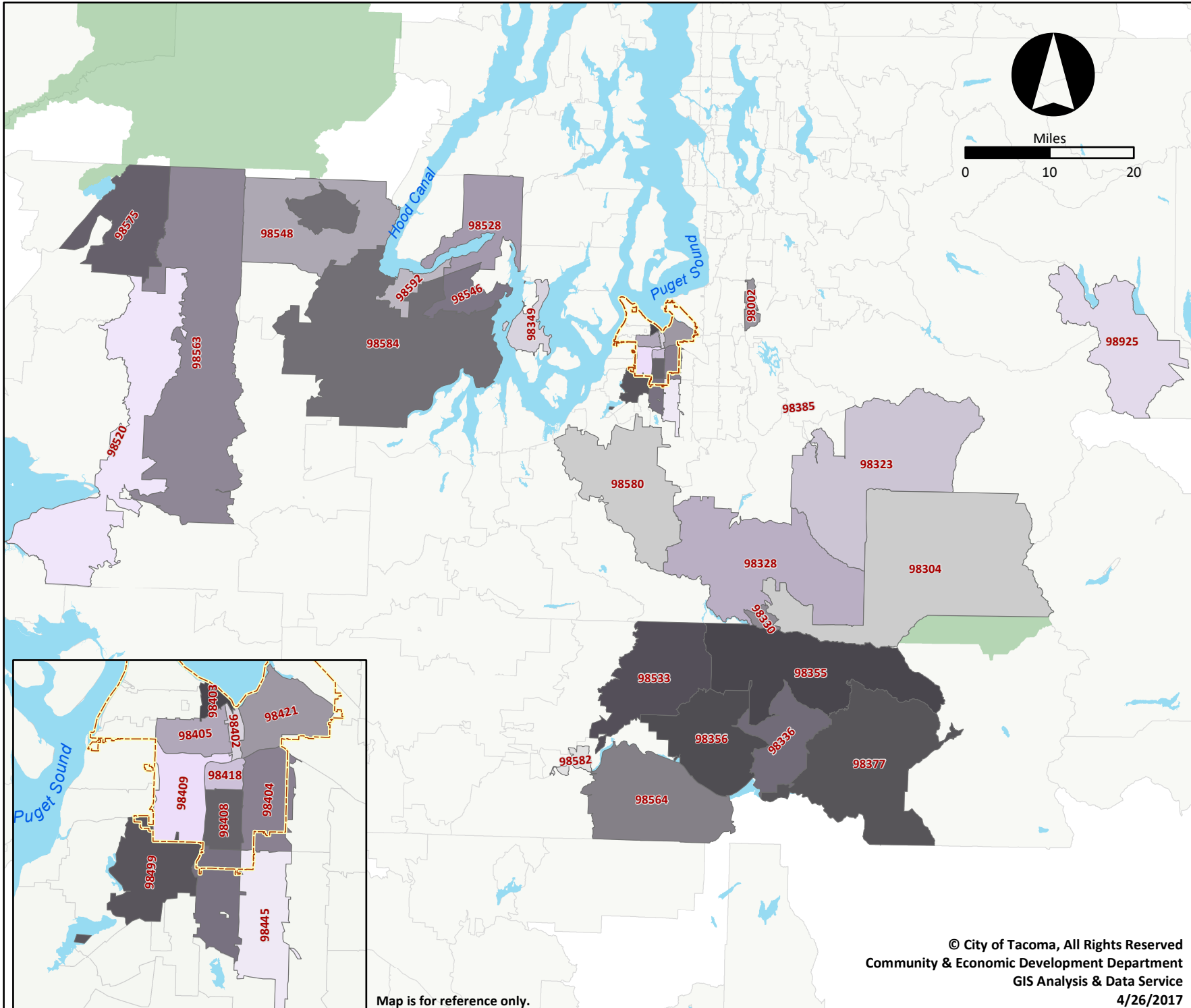
In addition, the LEAP Office will also require from the Prime Contractor and all its Subcontractors:

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

Please submit above documents as instructed by the Project Manager.

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

Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

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

Map is for reference only.



City of Tacoma LEAP Office
747 Market Street, Room 808
Tacoma, WA 98402
(253) 591-5826 fax (253) 591-5232
www.cityoftacoma.org/leap

LEAP APPRENTICE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprentice Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified Apprentice categories: (check all that apply and provide evidence for each check)

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

_____ b. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP APPRENTICE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

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

.....

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

_____ For Veterans – Copy of DD-214(Projects advertised after
_____ 05-20-13)

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current
_____ address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

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

LEAP REQUIREMENTS & PROCEDURES:

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

Post-award Submittals:

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

The forms above, LEAP Program Requirements, and all related LEAP documents can be accessed on the City of Tacoma LEAP website by navigating to LEAP Forms at the following link:

<http://cityoftacoma.org/leap>.

The City of Tacoma's LEAP office enforces two mandatory goals on City projects above certain monetary thresholds.

The Local Employment Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Areas of the Tacoma Public Utilities Service Area.

The Apprentice Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

*Exceptions: If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is above \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal
2. 15% Apprentice Utilization Goal

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

No Work Performed (NWP) Report

Prime/Sub Contractor: _____

Specification Number: _____

Project Description: _____

Payroll Week Ending Date: _____ Payroll Number: _____

NO WORK PERFORMED

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

Signature of Responsible Officer

Title

Date



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

PRIME CONTRACTOR LEAP UTILIZATION PLAN

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

Part A

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

PART B PLANNED LEAP HOURS*

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

Part C

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

General Instructions for completing Prime Contractor LEAP Utilization Plan

Part A

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

Part B

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

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

LEAP Employee Categories: Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, Economically Distressed Area Resident, Tacoma Public Utilities Service Area Apprentice Resident, WA State Apprentice *(Contracts outside of TPU Service Area Only).

Totals: Total the number of hours in each of the five (5) columns.

Part C

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

Economically Distressed ZIP Codes

Zip Code	200% Pov	Unemployed	25+ College	Area
98002		Y	Y	Auburn
98030	Y	Y		Kent
98032	Y	Y		Kent
98198	Y	Y		Seattle
98304	Y	Y	Y	Ashford
98323		Y	Y	Carbonado
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98355	Y	Y	Y	Mineral
98356	Y	Y	Y	Morton
98377		Y	Y	Randle
98385		Y	Y	South Prairie
98424	Y	Y		Fife
98433		Y	Y	JBLM
98439	Y	Y		Lakewood
98444	Y	Y	Y	Parkland
98467	Y	Y		University Place
98499	Y	Y		Lakewood
98520	Y	Y		Aberdeen
98528	Y		Y	Belfair
98548	Y	Y	Y	Hoodsport
98564	Y		Y	Mossyrock
98575		Y	Y	Quinalt
98580		Y	Y	Roy
98584	Y	Y		Shelton
98597	Y	Y		Yelm
98925	Y	Y	Y	Easton

“200% Pov” = People at or below 200% of the federal poverty line. (69th percentile)

“Unemployed” = Unemployment rate (45th percentile)

“25+ College” = People at or above 25 years old without a college degree. (75th percentile)

Tacoma Public Utility Service Area

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

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodspport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton

Apprentices may come from **any** of the ZIP codes listed under this page. If an apprentice lives in a Economically Distressed ZIP code, they may count towards those labor hours as well. Journeyman must be from the Economically Distressed ZIP codes.

PART V

STATE PREVAILING WAGE RATES

AND

GENERAL REQUIREMENTS

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

REQUIRED DOCUMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



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INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

- 4.1.1 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.



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INSURANCE REQUIREMENTS FOR CONTRACTS

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

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 Professional Liability Insurance or Errors and Omissions

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

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000). If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage. If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.7 Pollution Liability Insurance

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

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

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

- 4.7.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.
- 4.7.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

4.8 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.