



City of Tacoma
Department of Public Works

SPECIFICATION NO. PW21-0748F

SIDEWALK REPLACEMENT, PUYALLUP TRIBAL LANDS

Project No. PWK-00714-03-02-04

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

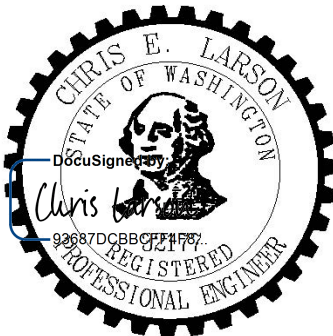
REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
PW21-0748F

SIDEWALK REPLACEMENT,
PUYALLUP TRIBAL LANDS

PROJECT NO. PWK-00714-03-02-04



Chris E. Larson, P.E.
Engineering Division
Public Works Department

Room 522, Tacoma Municipal Building
Tacoma, Washington 98421-2711

SPECIFICATION NO. PW21-0748F

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**City of Tacoma
Public Works Engineering**

**REQUEST FOR BIDS PW21-0748F
Sidewalk Replacement, Puyallup Tribal Lands**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, January 18, 2022

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

By Carrier:

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

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

In Person:

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

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

By Mail:

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

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

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

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

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

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

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

Project Scope: Replace damaged sidewalk at Pierce County Exempt sites within Puyallup Tribal Lands with the City.

Estimate: \$150,000

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Doreen Klaaskate, Senior Buyer by email to dklaaskate@cityoftacoma.org

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

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

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

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

7. PUYALLUP TRIBE OF INDIANS TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO):
The contractor is required to complete the TERO Contractor Orientation, sign a Compliance Agreement, Key Personnel shall be approved to the TERO Office, provide a TERO Compliance Plan and provide monthly TERO reports. See Appendix F for TERO details.

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.

**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. PW21-0748F

SIDEWALK REPLACEMENT, PUYALLUP TRIBAL LANDS

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. PW21-0748F and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 1-07	SPCC Plan	1 LS	Lump Sum	\$ _____
2. 1-09	Mobilization	1 LS	Lump Sum	\$ _____
3. 1-10	Arterial Site Temporary Traffic Control	7 EA	\$ _____	\$ _____
4. 1-10	Residential Site Temporary Traffic Control	21 EA	\$ _____	\$ _____
5. 2-02	Removal/Disposal of Existing Pavement, Includes All Combinations and Thicknesses	395 SY	\$ _____	\$ _____
6. 5-04	HMA Cl. ½" PG 58H-22 for Pavement Patch	5 TN	\$ _____	\$ _____
7. 8-01	Update and Manage City Prepared Stormwater Pollution Prevention Plan (SWPPP)	1 LS	Lump Sum	\$ _____

Contractor's Name: _____

Specification No. PW21-0748F

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT PRICE	TOTAL AMOUNT
8. 8-01	Erosion/Water Pollution Control	Force Account	Estimated	\$ <u>1,000.00</u>
9. 8-14	Cement Conc. Sidewalk, 4 Inch Thickness	330 SY	\$ _____	\$ _____
10. 8-14	Cement Conc. Sidewalk, 6 Inch Thickness	65 SY	\$ _____	\$ _____

Total Bid \$ _____

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-02.6 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature of Authorized Official: _____

Date: _____

Contractor's Name: _____

Specification No. PW21-0748F

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. PW21-0748F Sidewalk Replacement, Puyallup Tribal Lands

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____

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 (**January 3, 2022**), 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 insure that the 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 at (866) 208-1064. Please refer to the City of Tacoma EIC code.

Equity in Contracting Requirements		
Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
12%	7%	18%

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: PW21-0748F
Date of Record: 11/30/2021

*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 contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized 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 usage of qualifying firms.

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

4 The following special provisions shall be used in conjunction with the "2021 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road,
6 Bridge, and Municipal Construction" as prepared by the Washington State Department of
7 Transportation (WSDOT). State Standard Specifications are available through WSDOT, by
8 calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of
9 charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>
11

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

20 The GSPs are labeled under the headers of each GSP, with the effective date of the GSP
21 and its source. For example:

- 22 • *(May 18, 2007 APWA GSP)*
- 23 • *(August 7, 2006 WSDOT GSP)*
- 24 • *(April 2, 2007 Tacoma GSP)*

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

27 **(*****)**
28

29 Also incorporated into the Contract Documents by reference are:
30

- 31 1. Manual on Uniform Traffic Control Devices for Streets and Highways, currently
32 adopted edition, with Washington State modifications, if any
- 33 2. Standard Plans for Road, Bridge and Municipal Construction, WSDOT/APWA,
34 current edition
- 35 3. Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way, United
36 States Access Board, 2011
37

38 Contractor shall obtain copies of these publications, at Contractor's own expense.
39

40 A pre-bid conference will not be held. Bidders are urged to contact the Equity In Contracting
41 (EIC) Program office to answer questions regarding the EIC Program requirements included
42 in the Contract. EIC office number is (253) 591-5630.
43
44

1 **DESCRIPTION OF WORK**

2 **(*****)**

3
4 This Contract shall generally consist of providing for the improvement of unfit or unsafe
5 sidewalk at various addresses within the Puyallup Tribal Land Area. Sidewalk replacement
6 work includes removal and disposal of existing sidewalk, sawcutting, expansion joints (some
7 using a product called TripStop), score joints, removal/replacement and compaction of base
8 material, formwork and curing compound to the dimensions at the locations listed in
9 Appendix A of these special provisions or as directed by the Engineer. The locations listed
10 in Appendix A are a representative of work to be completed, which are mostly in residential
11 areas. A more exact list will be provided to the contractor upon issuance of the Notice to
12 Proceed as a Change Order, bid pricing shall apply to this revised list.

13
14 Prior to starting work, the Contractor shall meet with the Engineer to establish a test site,
15 from one of the locations provided to the contractor, for the Prime Contractor or its
16 Subcontractors to construct. The purpose of the test site is to establish a basis of
17 acceptance for the sidewalk replacement. Sidewalk installed without prior approval of the
18 Engineer and does not meet with the contract requirements shall be removed and replaced
19 at no cost to the City.

20
21 The Contractor shall submit a draft of the notification prior to posting/mailing. The door
22 hanger/mailing shall advise the occupants of the construction schedule and indicate the
23 Contractor's name, contact person, and telephone numbers. The Contractor shall leave a
24 notice for the occupants at each address for sidewalk reconstruction via door hanger/mailing
25 a minimum of one (1) week prior to start of construction. The Contractor shall also provide
26 the date of when such notices were provided to the occupants.

27
28 Only 10 addresses shall have the sidewalk removed at any one time per assigned crew for
29 this project. A crew is comprised of enough personnel to remove, form, place, finish and
30 provide restoration as required by these contract specifications. The Contractor shall
31 perform removal and replacement of sidewalk, site restoration and all incidentals at each
32 location within 5 working days. Multiple crews may be utilized for this work as approved by
33 the City. The makeup (staff and equipment) of each crew shall be submitted to the City for
34 review.

35
36 The Contractor shall maintain a neat appearance at the work site in all areas visible to the
37 public. Broken concrete, asphalt concrete, soil, roots and other debris developed during
38 construction shall be disposed of concurrently with its removal on a daily basis.

39
40
41 **END OF SECTION**
42

1 **1-01 DEFINITIONS AND TERMS**

2
3 **1-01.3 Definitions**

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

5
6 *Delete the heading Completion Dates and the three paragraphs that follow it, and replace*
7 *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 use
21 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 correction
24 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 furnished
28 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 the
31 Contractor under the contract are fulfilled by the Contractor. All documentation required
32 by the Contract and required by law must be furnished by the Contractor before
33 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 Transportation
41 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters", and
42 "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 Agency"
45 unless the reference is to an administrative agency of the State of Washington, a State
46 statute or regulation, or the context reasonably indicates otherwise.

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

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

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for "Contract".

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

46
47 *This section is supplemented with the following:*

48
49 **(April 15, 2020 Tacoma GSP)**

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

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

3
4 **Base Bid**

5 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,
6 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to Section
7 1-07.2.

8
9 **Calendar Day**

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

12
13 **Change Order**

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

18
19 **Day**

20 Unless otherwise specified, a calendar day.

21
22 **Deductive**

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

26
27 **Grand Total Price**

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

30
31 **Standard Specifications**

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

34
35
36 **END OF SECTION**
37
38

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

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

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

6
7 **1-02.1 Qualifications of Bidder**
8 **(January 24, 2011 APWA GSP)**
9

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

13
14 **1-02.2 Plans and Specifications**
15 **(June 27, 2011 APWA GSP)**
16

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

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

21
22 After award of the contract, plans and specifications will be issued to the Contractor at no
23 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.

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

26
27 **1-02.4(1) General**
28 **(June 24, 2021 APWA GSP Option B)**
29

30 *The first sentence of the seventh paragraph, beginning with "Any prospective Bidder*
31 *desiring...", is revised to read:*
32

33 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents, shall
34 request the explanation or interpretation in writing by close of business **6** business days
35 preceding the bid opening to allow a written reply to reach all prospective Bidders before the
36 submission of their Bids.
37

1
2 **1-02.5 Proposal Forms**
3 **(July 31, 2017 APWA GSP)**
4

5 *Delete this section and replace it with the following:*
6

7 The Proposal Form will identify the project and its location and describe the work. It will also
8 list estimated quantities, units of measurement, the items of work, and the materials to be
9 furnished at the unit bid prices. The bidder shall complete spaces on the proposal form that
10 call for, but are not limited to, unit prices; extensions; summations; the total bid amount;
11 signatures; date; and, where applicable, retail sales taxes and acknowledgment of addenda;
12 the bidder's name, address, telephone number, and signature; the bidder's
13 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
14 Registration Number; and a Business License Number, if applicable. Bids shall be
15 completed by typing or shall be printed in ink by hand, preferably in black ink. The required
16 certifications are included as part of the Proposal Form.
17

18 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
19 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all
20 alternates and additives set forth in the Proposal Form unless otherwise specified.
21

22 **1-02.6 Preparation of Proposal**
23 **(December 10, 2020 APWA GSP, Option B)**
24

25 *Supplement the second paragraph with the following:*

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

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

32 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
33 Compliance form, provided by the Contracting Agency. Failure to return this certification as
34 part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award.
35 A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
36

37 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
38

39 A bid by a corporation shall be executed in the corporate name, by the president or a vice
40 president (or other corporate officer accompanied by evidence of authority to sign).
41

42 A bid by a partnership shall be executed in the partnership name, and signed by a partner. A
43 copy of the partnership agreement shall be submitted with the Bid Form if any UDBE
44 requirements are to be satisfied through such an agreement.
45

46 A bid by a joint venture shall be executed in the joint venture name and signed by a member
47 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
48 Form if any UDBE requirements are to be satisfied through such an agreement.
49

1 *The fourth paragraph is revised to read:*

2
3 **(October 18, 2013 Tacoma GSP)**

4
5 The bidder shall submit the following completed forms:

6 City of Tacoma – Equity in Contracting Utilization Form

7 *Add the following new section:*

8
9 **1-02.6(1) Recycled Materials Proposal**
10 **(January 4, 2016 APWA GSP)**

11
12 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials into
13 the project, using the form provided in the Contract Provisions.

14
15 **1-02.7 Bid Deposit**
16 **(March 1, 2021 Tacoma GSP)**

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

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

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

29 If submitting your bid electronically, a scanned version of the original bid bond or cashier's
30 check shall accompany your electronic bid submittal. The original bid bond or cashier's
31 check shall be sent to the Contracting Agency and received by the Contracting Agency
32 within 7 calendar days of the bid opening or the bidder may be deemed non-responsive.

33 **Original bid bonds or cashier's check will be delivered to:**

34 **City of Tacoma Procurement & Payables Division**
35 **Tacoma Public Utilities**
36 **P.O. Box 11007**
37 **Tacoma, WA 98411-0007**

38
39 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
40
41

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 Project
7 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or as
8 otherwise required in the Bid Documents, to ensure proper handling and delivery.

9
10 Electronic Proposals shall be submitted to the City via email to bids@cityoftacoma.org, with
11 the Project Name as stated in the Call for Bids noted on the subject line of the email, or as
12 otherwise required in the Bid Documents, to ensure proper handling and delivery. All
13 electronic documents shall be in PDF format.

14
15 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance
16 with Wage Payment Statutes" document where the Bidder under penalty of perjury verifies
17 that the Bidder is in compliance with responsible bidder criteria in RCW 39.04.350
18 subsection (1) (g), as required per Section 1-02.14. The "Certification of Compliance with
19 Wage Payment Statutes" document shall be received with the Bid Proposal.

20
21 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
22 **(March 16, 2016 Tacoma GSP)**

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

25
26 After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw, revise,
27 or supplement it if:

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

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

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

40
41 **1-02.12 Public Opening of Proposals**
42 **(March 1, 2021 Tacoma GSP)**

43
44 *The first paragraph of this section shall be deleted and replaced with the following:*

45
46 Proposals will be opened and publicly read via webcast at the time indicated in the call for
47 Bids unless the Bid opening has been delayed or canceled.
48

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

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

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

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

Delete this section and replace it with the following:

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

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

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or

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

1 execute a contract with any other Bidder until at least two business days after the Bidder
2 determined to be not responsible has received the final determination.

3
4 **1-02.15 Pre Award Information**
5 **(August 14, 2013 APWA GSP)**

6
7 *Revise this section to read:*

8
9 Before awarding any contract, the Contracting Agency may require one or more of these
10 items or actions of the apparent lowest responsible bidder:

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

22
23
24 **END OF SECTION**
25

1 **1-03 AWARD AND EXECUTION OF CONTRACT**

2
3 **1-03.1 Consideration of Bids**
4 **(January 4, 2016 APWA GSP)**

5
6 *Revise this section to read:*

7
8 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the
9 tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest
10 percentage of recycled materials in the Project, per the form submitted with the Bid
11 Proposal. If those percentages are also exactly equal, then the tie-breaker will be
12 determined by drawing as follows: Two or more slips of paper will be marked as follows: one
13 marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make
14 the marking unseen. The slips will be placed inside a box. One authorized representative of
15 each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the
16 name of the firm as registered with the Washington State Department of Licensing. The slips
17 shall be unfolded and the firm with the slip marked "Winner" will be determined to be the
18 successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted
19 a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled
20 materials percentage that is exactly equal to the highest proposed recycled materials
21 amount, are eligible to draw.

22
23 **1-03.1(1) Identical Bid Totals**
24 **(January 4, 2016 APWA GSP)**

25
26 *Revise this section to read:*

27
28 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the
29 tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest
30 percentage of recycled materials in the Project, per the form submitted with the Bid
31 Proposal. If those percentages are also exactly equal, then the tie-breaker will be
32 determined by drawing as follows: Two or more slips of paper will be marked as follows: one
33 marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make
34 the marking unseen. The slips will be placed inside a box. One authorized representative of
35 each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the
36 name of the firm as registered with the Washington State Department of Licensing. The slips
37 shall be unfolded and the firm with the slip marked "Winner" will be determined to be the
38 successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted
39 a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled
40 materials percentage that is exactly equal to the highest proposed recycled materials
41 amount, are eligible to draw.

42
43 **1-03.2 Award of Contract**
44 **(March 27, 2003 Tacoma GSP)**

45
46 All references to 45 calendar days shall be revised to read 60 calendar days.
47
48

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

3
4 *Revise this section to read:*

5
6 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
7 for signature by the successful bidder on the first business day following award. The number
8 of copies to be executed by the Contractor will be determined by the Contracting Agency.
9

10 Within 10 calendar days after the award date, the successful bidder shall return the signed
11 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
12 07.18, and a satisfactory bond as required by law and Section 1-03.4. Before execution of
13 the contract by the Contracting Agency, the successful bidder shall provide any pre-award
14 information the Contracting Agency may require under Section 1-02.15.
15

16 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
17 Agency nor shall any work begin within the project limits or within Contracting Agency-
18 furnished sites. The Contractor shall bear all risks for any work begun outside such areas
19 and for any materials ordered before the contract is executed by the Contracting Agency.
20

21 If the bidder experiences circumstances beyond their control that prevents return of the
22 contract documents within the calendar days after the award date stated above, the
23 Contracting Agency may grant up to a maximum of 10 additional calendar days for return of
24 the documents, provided the Contracting Agency deems the circumstances warrant it.
25

26 **1-03.4 Contract Bond**
27 **(July 23, 2015 APWA GSP)**
28

29 *Delete the first paragraph and replace it with the following:*
30

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

- 35 1. Be on Contracting Agency-furnished form(s);
- 36 2. Be signed by an approved surety (or sureties) that:
 - 37 a. Is registered with the Washington State Insurance Commissioner, and
 - 38 b. Appears on the current Authorized Insurance List in the State of Washington
39 published by the Office of the Insurance Commissioner,
- 40 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
41 and conditions under the Contract, including but not limited to the duty and obligation
42 to indemnify, defend, and protect the Contracting Agency against all losses and
43 claims related directly or indirectly from any failure:
 - 44 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
45 subcontractors of the Contractor) to faithfully perform and comply with all contract
46 obligations, conditions, and duties, or
 - 47 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
48 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
49 subcontractors, material person, or any other person who provides supplies or
50 provisions for carrying out the work;

4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

**1-03.4(1) Retainage in Lieu of Contract Bond
(May 17, 2018 APWA GSP)**

For contracts of \$150,000 or less, the Contractor may, at the Contractor's option, authorize the Contracting Agency to retain 10% of the contract amount in lieu of furnishing a performance and/or payment bond. If the Contractor elects this option, the retainage shall be held for a period of thirty (30) days after the date of final acceptance, or until receipt of all necessary releases from the Departments of Revenue and of Labor and Industries and settlement of any liens filed under RCW 60.28, whichever is later. The Contractor must advise the Contracting Agency in writing of the Contractor's election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

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

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

The first sentence is revised to read:

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

1 **1-03.7 Judicial Review**
2 **(November 30, 2018 APWA GSP)**

3
4 *Revise this section to read:*

5
6 Any decision made by the Contracting Agency regarding the Award and execution of the
7 Contract or Bid rejection shall be conclusive subject to the scope of judicial review permitted
8 under Washington Law. Such review, if any, shall be timely filed in the Superior Court of the
9 county where the Contracting Agency headquarters is located, provided that where an
10 action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.

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 **(December 10, 2020 APWA GSP)**
6

7 *Revise the second paragraph to read:*
8

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

- 11 1. Addenda,
- 12 2. Proposal Form,
- 13 3. Special Provisions,
- 14 4. Contract Plans,
- 15 5. Standard Specifications,
- 16 6. Contracting Agency's Standard Plans or Details (if any), and
- 17 7. 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 A)**
21

22 *Revise the first paragraph to read:*
23

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

34
35 **END OF SECTION**
36
37

1 **1-05 CONTROL OF WORK**

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

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

7
8 **1-05.3 Submittals**

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

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

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

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

25
26 **1-05.3(1) Submittal Schedule**

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

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

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

39
40 **1-05.3(2) Submittal Procedures**

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

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

48
49 Each submittal shall have a unique number assigned to it, and the transmittals shall be
50 sequentially numbered. The numbering of resubmittals shall meet the requirements of

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

3
4 Each submittal shall indicate the intended use of the item in the work. When catalog pages
5 are submitted, applicable items shall be clearly identified. The current revision, issue
6 number, and data shall be indicated on all drawings and other descriptive data.

7
8 Each submittal should be transmitted with the "Submittal Transmittal Form" found at the end
9 of this section. Upon request, an electronic copy of the Submittal Transmittal Form will be
10 made available to the Contractor.

11
12 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the following
13 information on each submittal, in a clear space on the front of the submittal:

- 14
15 • Project Name: Sidewalk Replacement, Puyallup Tribal Lands
16 • Project Specification Number: PW21-0748F
17 • Project No. PWK-00714-03-02-04
18 • Submittal Date
19 • Description of Submittal
20 • Sequential, unique submittal number.
21 • Related Specification Section and/or plan sheet
22 • The following statement: "This document has been detail-checked for accuracy of
23 content and for compliance with the Contract documents. The information contained
24 herein has been fully coordinated with all involved Subcontractors."
25 • Printed or typed name and signature of Contractor.

26
27 When submitting product data, the Contractor shall modify drawings to delete any
28 information not applicable to the project and add information that is applicable to the project.
29 The Contractor shall mark copies of printed material to clearly identify the pertinent
30 materials, products or models.

31
32 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional
33 characteristics of product or material and full range of colors available. Field samples and
34 mock-ups, where required, shall be erected at the project site where directed by the
35 Engineer.

36
37 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in
38 submittals from requirements of the Contract documents.

39
40 The City shall not be responsible for delays in reviewing submittals not submitted in
41 accordance with these specifications.

42 43 **1-05.3(3) Engineer's Review of Submittals**

44
45 The Engineer's review of drawings and data submitted by the Contractor will cover only
46 general conformity with the Contract drawings and specifications. The Engineer's review of
47 submittals shall not relieve the Contractor from responsibility for errors, omissions,
48 deviations, or responsibility for compliance with the Contract documents.

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

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

1-05.3(4) Resubmittals

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

Section	Description
1-06.1	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
4-04	Crushed Surfacing Top Course
5-04	Asphalt Mix Design Certification
5-05	Concrete Mix Design
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

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

3
4 *Supplement this section with the following:*

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

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

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

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

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

35
36 **1-05.11 Final Inspection**

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

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

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

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

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

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

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

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

18

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

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

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

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

42 **1-05.11(3) Operational Testing**

43

44 It is the intent of the Contracting Agency to have at the Physical Completion Date a
45 complete and operable system. Therefore when the work involves the installation of
46 machinery or other mechanical equipment; street lighting, electrical distribution or signal
47 systems; irrigation systems; buildings; or other similar work it may be desirable for the
48 Engineer to have the Contractor operate and test the work for a period of time after final
49 inspection but prior to the physical completion date. Whenever items of work are listed in the
50 Contract Provisions for operational testing they shall be fully tested under operating
51 conditions for the time period specified to ensure their acceptability prior to the Physical

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

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

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

15
16 *Add the following new section:*

17
18 **1-05.12(1) One-Year Guarantee**
19 **(March 8, 2013 APWA GSP)**

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

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

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

39
40 **1-05.13 Superintendents, Labor and Equipment of Contractor**
41 **(August 14, 2013 APWA GSP)**

42
43 *Delete the sixth and seventh paragraphs of this section.*

44
45 **1-05.15 Method of Serving Notices**
46 **(March 25, 2009 APWA GSP)**

47
48 *Revise the second paragraph to read:*

49
50 All correspondence from the Contractor shall be directed to the Project Engineer. All
51 correspondence from the Contractor constituting any notification, notice of protest, notice of

1 dispute, or other correspondence constituting notification required to be furnished under the
2 Contract, must be in paper format, hand delivered or sent via mail delivery service to the
3 Project Engineer's office. Electronic copies such as e-mails or electronically delivered
4 copies of correspondence will not constitute such notice and will not comply with the
5 requirements of the Contract.

6
7 *Add the following new section:*

8
9 **1-05.16 Water and Power**
10 **(October 1, 2005 APWA GSP)**

11
12 The Contractor shall make necessary arrangements, and shall bear the costs for power and
13 water necessary for the performance of the work, unless the Contract includes power and
14 water as a pay item.

SUBMITTAL TRANSMITTAL FORM

Sidewalk Replacement, Puyallup Tribal Lands

Project Number PWK-00714-03-02-04

Specification No. PW21-0748F

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
6 *The first sentence is revised to read:*

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

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

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

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

21 **1-06.1(1) Qualified Products List (QPL)**

22
23 *This section is revised in its entirety to read:*

24
25 QPL's are not accepted by the City.

26
27 **1-06.1(2) Request for Approval of Material (RAM)**

28
29 *This section is deleted in its entirety.*

30
31 **1-06.6 Recycled Materials**
32 **(January 4, 2016 APWA GSP)**

33
34 *Delete this section, including its subsections, and replace it with the following:*

35
36 The Contractor shall make their best effort to utilize recycled materials in the construction of
37 the project. Approval of such material use shall be as detailed elsewhere in the Standard
38 Specifications.

39
40 Prior to Physical Completion the Contractor shall report the quantity of recycled materials
41 that were utilized in the construction of the project for each of the items listed in Section 9-
42 03.21. The report shall include hot mix asphalt, recycled concrete aggregate, recycled
43 glass, steel furnace slag and other recycled materials (e.g. utilization of on-site material and
44 aggregates from concrete returned to the supplier). The Contractor's report shall be
45 provided on DOT form 350-075 Recycled Materials Reporting.

46
47 **END OF SECTION**

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
6 *Supplement this section with the following:*

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

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

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

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

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

35
36 *Supplement this section with the following:*

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

41
42 **1-07.2(1) State Sales Tax — Rule 171**

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

1 that the Contractor pays on the purchase of the materials, equipment, or supplies used or
2 consumed in doing the work.

3 4 **1-07.2(2) State Sales Tax — Rule 170**

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

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

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

26 27 **1-07.2(3) Services**

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

32 33 **1-07.9 Wages**

34 35 **1-07.9(5) Required Documents**

36 37 **1-07.9(5)C Certified Payrolls**

38 **(*****)**

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 dollar
43 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 the
46 fringe benefits shall be identified in the "Benefit Distribution" section of the Certified Payroll
47 Affirmation form.

1 **1-07.12 Indian Preference And Tribal Ordinances**

2 (August 1, 2011 WSDOT GSP)

3
4 This project is located on the PUYALLUP TRIBAL LANDS. It is the Contractor's
5 responsibility to contact the person and/or office listed in this special provision to determine
6 whether any tribal laws or taxes apply. If the tribal laws and taxes do apply, the Contractor
7 shall comply with them in accordance with Section 1-07.1. For informational purposes only,
8 the Work on this project that falls within Tribal Lands is shown in Appendix A.

9
10 Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to encourage
11 Indian employment. These tools may include, but are not limited to, TERO fees, Indian
12 hiring preference, Indian-owned business subcontracting preference and/or an Indian
13 training requirement. Other requirements may be a Tribal business license, a required
14 compliance plan and/or employee registration requirements. Every tribe is different and
15 each may be willing to work cooperatively with the Contractor to develop a strategy that
16 works for both parties. For specific details, the Contractor should contact **PUYALLUP**
17 **TRIBE OF INDIANS TERO Office at (253) 573-7846.**

18
19 The state recognizes the sovereign authority of the tribe supports the tribe's efforts to
20 enforce its rightful and legal ordinances and expects the Contractor to comply and
21 cooperate with the tribe. The costs related to such compliance shall be borne solely by the
22 Contractor, who is advised to contact the tribal representative listed above, prior to
23 submitting a bid, to assess the impact of compliance on the project.

24
25 Although Indian preference cannot be compelled or mandated by the Contracting Agency,
26 there is no limitation whereby voluntary Contractor or Subcontractor initiated preferences
27 are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:

28
29 Work on or near Indian reservations --- It shall not be a violation of the equal opportunity
30 clause for a construction or non-construction Contractor to extend a publicly announced
31 preference in employment to Indians living on or near an Indian reservation in connection
32 with employment opportunities on or near an Indian reservation. The use of the word near
33 would include all that area where a person seeking employment could reasonably be
34 expected to commute to and from in the course of a work day. Contractors or
35 Subcontractors extending such a preference shall not, however, discriminate among Indians
36 on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not
37 excuse a Contractor from complying with the other requirements as contained in the August
38 25, 1981 Department of Labor, Office of Federal Contract Compliance Programs,
39 Government Contractors Affirmative Action Requirements.

40
41 **1-07.15 Temporary Water Pollution/Erosion Control**

42 (March 23, 2010 Tacoma GSP)

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

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

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

17
18 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
19 **(February 9, 2011 Tacoma GSP)**
20

21 **Implementation Requirements**

22 The SPCC Plan shall be updated by the Contractor throughout project construction so that
23 the written plan reflects actual site conditions and practices. The Contractor shall update the
24 SPCC Plan at least annually and maintain a copy of the updated SPCC Plan on the project
25 site. All project employees shall be trained in spill prevention and containment, and they
26 shall know where the SPCC Plan and spill response kits are located and have immediate
27 access to them.
28

29 If hazardous materials are encountered or spilled during construction, the Contractor shall
30 do everything possible to control and contain the material until appropriate measures can be
31 taken. The Contractor shall supply and maintain spill response kits of appropriate size within
32 close proximity to hazardous materials and equipment.
33

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

- 36 1. Placing materials or equipment in staging or storage areas.
 - 37 2. Refueling, washing, or maintaining equipment.
 - 38 3. Stockpiling contaminated materials.
- 39

40 **SPCC Plan Element Requirements**

41 The SPCC Plan shall set forth the following information in the following order:
42

- 43 1. Responsible Personnel
44 Identify the name(s), title(s), and contact information, including a 24/7 emergency
45 contact number, for the personnel responsible for implementing and updating the
46 plan, including all spill responders.
47
48
49

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

- 1 G. Daily inspection and cleanup procedures that ensure all equipment used below
- 2 the ordinary high water line is free of all external petroleum-based products.
- 3 H. Refueling procedures for equipment that cannot be moved from below the
- 4 ordinary high water line.

5

6 8. Spill Response

7 Outline the response procedures the Contractor will follow for each scenario listed

8 below. Include a description of the actions the Contractor shall take and the specific

9 on-site spill response equipment that shall be used to assess the spill, secure the

10 area, contain and eliminate the spill source, and clean up and dispose of spilled and

11 contaminated material.

12

13 Response procedures shall be outlined in the Spill Response section and shall

14 include notification to the City of Tacoma Wastewater Treatment Plant Operations

15 number at 253.591.5595 and the City Source Control Spill Response number at

16 253.502.2222.

- 17
- 18 A. A spill of each type of hazardous material at each location identified in 4, above.
 - 19 B. Stormwater that has come into contact with hazardous materials.
 - 20 C. Drainage pathways from the site, including both stormwater and sanitary
 - 21 conveyance pathways.
 - 22 D. A release or spill of any unknown pre-existing contamination and contaminant
 - 23 sources (such as buried pipes or tanks) encountered during project Work.
 - 24 E. A spill occurring during Work with equipment used below the ordinary high water
 - 25 line.

26

27 If the Contractor will use a Subcontractor for spill response, provide contact

28 information for the Subcontractor under item 1 (above), identify when the

29 Subcontractor will be used, and describe actions the Contractor shall take while

30 waiting for the Subcontractor to respond.

31

32 9. Project Site Map

33 Provide a map showing the following items:

- 34
- 35 A. Site location and boundaries.
 - 36 B. Site access roads.
 - 37 C. Drainage pathways from the site.
 - 38 D. Nearby waterways and sensitive areas.
 - 39 E. Hazardous materials, equipment, and decontamination areas identified in 4,
 - 40 above.
 - 41 F. Pre-existing contamination or contaminant sources described in 5, above.
 - 42 G. Spill prevention and response equipment described in 7 and 8, above.

43

44 10. Spill Report Forms

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

46 release or spill.

47

48 **Payment**

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

50 included in the Proposal:

1 “SPCC Plan,” lump sum.

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

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

8
9 The lump sum payment for “SPCC Plan” shall be full pay for:

- 10
11 1. All costs associated with creating the accepted SPCC Plan.
12
13 2. All costs associated with providing and maintaining the on-site spill prevention
14 equipment described in the accepted SPCC Plan.
15
16 3. All costs associated with providing and maintaining the on-site standby spill response
17 equipment and materials described in the accepted SPCC Plan.
18
19 4. All costs associated with implementing the spill prevention measures identified in the
20 accepted SPCC Plan.
21
22 5. All costs associated with updating the SPCC Plan as required by this Specification.
23

24 As to other costs associated with releases or spills, the Contractor may request payment as
25 provided for in the Contract. No payment shall be made if the release or spill was caused by
26 or resulted from the Contractor’s operations, negligence, or omissions.
27

28 **1-07.16 Protection and Restoration of Property**

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

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

33
34
35 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not
36 occur unless approved by the Engineer. All stockpile sites shall be restored to as good or
37 better condition.
38

39 The Contractor shall contact all property owners and tenants in the vicinity of this project, via
40 newsletter/mailling, a minimum of one (1) week prior to start of construction. The Contractor
41 shall submit a draft of the property owner notification prior to posting/mailling.
42

43 The newsletter/mailling shall advise the owners and tenants of the construction schedule and
44 indicate the Contractor’s name, contact person, and telephone numbers.
45

46 **1-07.17 Utilities and Similar Facilities** 47 **(March 7, 2017 Tacoma GSP)**

48
49 *The first paragraph is supplemented with the following:*
50

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

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

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

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

Garbage, recycling, and yard waste pick up within the project limits can be found in Appendix C.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance (December 17, 2019 Tacoma GSP)

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

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

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

8 9 **1-07.23 Public Convenience and Safety**

10 11 **1-07.23(1) Construction Under Traffic** 12 **(May 2, 2017 APWA GSP)**

13
14 *Revise the third sentence of the second paragraph to read:*

15
16 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
17 approved by the Contracting Agency activating pedestrian recall timing or other
18 accommodation may be allowed during construction.

19 20 **(March 1, 2004 Tacoma GSP)**

21
22 *This section is supplemented with the following:*

23
24 The following special traffic requirements shall be adhered to during all phases of
25 construction:

26
27 All project streets shall remain fully open to vehicular and pedestrian traffic at all times.

28
29 Any demolition, or closure of pedestrian accessibility, at a given corner of an intersection
30 must be limited to that given corner, with the remaining three corners at the intersection (at a
31 minimum) being used to facilitate a pedestrian detour, until full accessibility or an accessible
32 connection with at least one other corner can be re-established. Any temporary pedestrian
33 access path/route that may be employed shall provide equivalent to, or better, accessibility
34 than the unavailable path/route in accordance with the Americans with Disabilities Act and
35 the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of- Way
36 (PROWAG) and shall only direct pedestrians to approved pedestrian routes and legal
37 locations for roadway crossings.

38
39 Spotters are required to assist all pedestrians through or around the active work zone that
40 impacts sidewalk accessibility that cannot be reasonably accommodated through pedestrian
41 detour or pedestrian bypass as part of the applicable approved traffic control plan for the
42 site.

43 44 **EXCEPTION:**

- 45
46 1. Fairbanks Avenue, Roosevelt Avenue and Wright Avenue are arterial streets that
47 have on street parking. The Contractor may close the parking lane for construction
48 purposes with proper advance notice (24 hours minimum) indicating date and
49 duration of parking restriction without blocking parking (or sidewalk) access until that
50 time.
51

2. East Portland Avenue is an arterial street that has multi-lanes of traffic. Vehicular traffic may be reduced to one lane in the southbound direction between the hours of 7 am to 2 pm on weekdays. Vehicular traffic may be reduced to one lane in the northbound direction between the hours of 9 am to 3 pm on weekdays.

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

A safe pedestrian access shall be provided at all times through the project area and in the process of doing so, no more than one corner at an intersection shall be rendered inaccessible at a given time. Although individual property access rights cannot be limited, except as coordinated in advance with the affected property. Pedestrian detour and/or bypass routes can be established using existing conditions or temporary materials so long as they are shown to be firm and unyielding for accessibility purposes.

All lane closures shall be coordinated with the adjacent businesses, other contractors working within the project vicinity, local transit agencies and the City.

Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it creates a hazard. Signs for restricting parking shall meet City expectations for size and content and shall be placed by the Contractor at least seventy-two (72) hours in advance for any public right-of-way frontage. The Contractor shall be responsible for and shall maintain all such signs. The replacement of signs restricting parking shall be as approved by the Engineer.

The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with their access. Notification shall be at least one (1) week in advance for any property.

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

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

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

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

7
8 **1-07.23(2) Construction and Maintenance of Detours**
9 **(April 1, 2018 Tacoma GSP)**

10
11 *This section is supplemented with the following:*

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

26
27 The Contractor shall notify the Engineer fifteen (15) working days in advance of
28 implementation of any street closures/detours allowed under the Contract. Advance notice
29 signing shall be placed a minimum of seven (7) working days prior to implementation of any
30 street closure/detour.

31
32 A minimum of five (5) working days prior to any street closure, the Contractor shall notify all
33 entities below:

34
35 Tacoma Fire Dept. (253-591-5775)
36 Tacoma Police Dept. (253-591-5932)
37 LESA Communications Center (253-798-4721 - Opt.#2)
38 Tacoma Public Schools Transportation Office (253-571-1853)
39 Pierce Transit (253-581-8001)
40 Tacoma Environmental Services Solid Waste (253-591-5544)
41 Tacoma Public Works Engineering Division (253-591-5500)
42 Tacoma Public Works Streets and Grounds (253-591-5495)

43
44 **1-07.24 Rights of Way**
45 **(July 23, 2015 APWA GSP)**

46
47 *Delete this section and replace it with the following:*

48
49 Street Right of Way lines, limits of easements, and limits of construction permits are
50 indicated in the Plans. The Contractor's construction activities shall be confined within these
51 limits, unless arrangements for use of private property are made.

1
2 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way
3 and easements, both permanent and temporary, necessary for carrying out the work.
4 Exceptions to this are noted in the Bid Documents or will be brought to the Contractor's
5 attention by a duly issued Addendum.
6

7 Whenever any of the work is accomplished on or through property other than public Right of
8 Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement
9 agreement obtained by the Contracting Agency from the owner of the private property.
10 Copies of the easement agreements may be included in the Contract Provisions or made
11 available to the Contractor as soon as practical after they have been obtained by the
12 Engineer.
13

14 Whenever easements or rights of entry have not been acquired prior to advertising, these
15 areas are so noted in the Plans. The Contractor shall not proceed with any portion of the
16 work in areas where right of way, easements or rights of entry have not been acquired until
17 the Engineer certifies to the Contractor that the right of way or easement is available or that
18 the right of entry has been received. If the Contractor is delayed due to acts of omission on
19 the part of the Contracting Agency in obtaining easements, rights of entry or right of way, the
20 Contractor will be entitled to an extension of time. The Contractor agrees that such delay
21 shall not be a breach of contract.
22

23 Each property owner shall be given 48 hours notice prior to entry by the Contractor. This
24 includes entry onto easements and private property where private improvements must be
25 adjusted.
26

27 The Contractor shall be responsible for providing, without expense or liability to the
28 Contracting Agency, any additional land and access thereto that the Contractor may desire
29 for temporary construction facilities, storage of materials, or other Contractor needs.
30 However, before using any private property, whether adjoining the work or not, the
31 Contractor shall file with the Engineer a written permission of the private property owner,
32 and, upon vacating the premises, a written release from the property owner of each property
33 disturbed or otherwise interfered with by reasons of construction pursued under this
34 contract. The statement shall be signed by the private property owner, or proper authority
35 acting for the owner of the private property affected, stating that permission has been
36 granted to use the property and all necessary permits have been obtained or, in the case of
37 a release, that the restoration of the property has been satisfactorily accomplished. The
38 statement shall include the parcel number, address, and date of signature. Written releases
39 must be filed with the Engineer before the Completion Date will be established.
40
41

42 **END OF SECTION**
43
44

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

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

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

13 The purpose of the preconstruction conference will be:

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

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

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

27
28 *Add the following new section:*

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

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

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

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

1 regarding the noise from the Contractor's operations. The Contractor shall have no claim for
2 damages or delays should such permission be revoked for these reasons.

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

17
18 *Add the following new section:*

19
20 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
21 **(September 29, 2009 Tacoma GSP)**

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

30
31 The Contractor by these specifications does hereby authorize the Engineer to deduct such
32 costs from the amount due or to become due to the Contractor.

33
34 **1-08.1 Subcontracting - D/M/WBE Reporting**
35 **(September 29, 2009 Tacoma GSP)**

36
37 *The eighth paragraph is revised to read:*

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

45
46 **1-08.3(2)D Weekly Look-Ahead Schedule**

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

49
50 At a minimum, bi-weekly meetings shall be held with the Engineer, Construction Inspector,
51 Construction Manager, Contractor and any sub-contractor to review the schedule, the job

1 progress, and any specific construction issues. At any of these meetings the Engineer may
2 invite members of the public and other City staff or management, when the Engineer deems
3 this appropriate.

4
5 All costs associated with the Bi-Weekly Construction Meetings shall be included in other bid
6 items in the Contract.

7 8 **1-08.4 Prosecution of Work**

9
10 *Delete this section and replace it with the following:*

11 12 **1-08.4 Notice to Proceed and Prosecution of Work** 13 **(July 23, 2015 APWA GSP)**

14
15 Notice to Proceed will be given after the contract has been executed and the contract bond
16 and evidence of insurance have been approved and filed by the Contracting Agency. The
17 Contractor shall not commence with the work until the Notice to Proceed has been given by
18 the Engineer. The Contractor shall commence construction activities on the project site
19 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
20 Contractor shall diligently pursue the work to the physical completion date within the time
21 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
22 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
23 specified in the contract.

24
25 When shown in the Plans, the first order of work shall be the installation of high visibility
26 fencing to delineate all areas for protection or restoration, as described in the Contract.
27 Installation of high visibility fencing adjacent to the roadway shall occur after the placement
28 of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon
29 construction of the fencing, the Contractor shall request the Engineer to inspect the fence.
30 No other work shall be performed on the site until the Contracting Agency has accepted the
31 installation of high visibility fencing, as described in the Contract.

32 33 **1-08.5 Time for Completion** 34 **(March 16, 2016 Tacoma GSP)**

35
36 *Revise the third and fourth paragraphs to read:*

37
38 Contract time shall begin on the first working day following the Notice to Proceed Date.

39
40 Each working day shall be charged to the contract as it occurs, until the contract work is
41 physically complete. If substantial completion has been granted and all the authorized
42 working days have been used, charging of working days will cease. Each week the
43 Engineer will provide the Contractor a statement that shows the number of working days: (1)
44 charged to the contract the week before; (2) specified for the physical completion of the
45 contract; and (3) remaining for the physical completion of the contract. The statement will
46 also show the nonworking days and any partial or whole day the Engineer declares as
47 unworkable. Within 10 calendar days after the date of each statement, the Contractor shall
48 file a written protest of any alleged discrepancies in it. To be considered by the Engineer,
49 the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and
50 amount of time disputed. By not filing such detailed protest in that period, the Contractor
51 shall be deemed as having accepted the statement as correct. If the Contractor is approved

1 to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in
2 which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day
3 of that week will be charged as a working day whether or not the Contractor works on that
4 day.

5
6 *Revise the sixth paragraph to read:*

7
8 The Engineer will give the Contractor written notice of the completion date of the contract
9 after all the Contractor's obligations under the contract have been performed by the
10 Contractor. The following events must occur before the Completion Date can be
11 established:

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

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

27
28 **(March 1, 2004 Tacoma GSP)**

29
30 This project shall be physically completed within **35** working days.

31
32 **1-08.9 Liquidated Damages**
33 **(*****)**

34
35 *Revise the third paragraph to read:*

36
37 When the Contract Work has progressed to Substantial Completion as defined in the
38 Contract, the Engineer may determine the Contract Work is Substantially Complete. The
39 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
40 overruns in Contract time occurring after the date so established, the formula for liquidated
41 damages shown above will not apply. For overruns in Contract time occurring after the
42 Substantial Completion Date, liquidated damages shall be assessed on the basis of direct
43 engineering and related costs assignable to the project until the actual Physical Completion
44 Date of all the Contract Work. The Contractor shall complete the remaining Work as
45 promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a
46 written schedule for completing the physical Work on the Contract.

47
48
49 **END OF SECTION**

1 **1-09 MEASUREMENT AND PAYMENT**

2
3 **1-09.2(1) General Requirements for Weighing Equipment**
4 **(July 23, 2015 APWA GSP, Option 2)**
5

6 *Revise item 4 of the fifth paragraph to read:*
7

- 8 4. Test results and scale weight records for each day's hauling operations are provided
9 to the Engineer daily. Reporting shall utilize WSDOT form 422-027, Scaleman's
10 Daily Report, unless the printed ticket contains the same information that is on the
11 Scaleman's Daily Report Form. The scale operator must provide AM and/or PM tare
12 weights for each truck on the printed ticket.
13

14 **1-09.6 Force Account**
15 **(October 10, 2008 APWA GSP)**
16

17 *Supplement this Section with the following:*
18

19 The Contracting Agency has estimated and included in the Proposal, dollar amounts for all
20 items to be paid per force account, only to provide a common proposal for Bidders. All such
21 dollar amounts are to become a part of Contractor's total bid. However, the Contracting
22 Agency does not warrant expressly or by implication, that the actual amount of work will
23 correspond with those estimates. Payment will be made on the basis of the amount of work
24 actually authorized by Engineer.
25

26 **(January 13, 2011 Tacoma GSP)**
27

28 *Item #3 of this Section is supplemented with the following:*
29

30 The Contractor shall submit a comprehensive summary list of all equipment anticipated to
31 be used on the project and their associated AGC/WSDOT Equipment Rental Rates. The list
32 shall include the contractor's equipment number, make, model, year, operation rate, standby
33 rate, applicable attachments and any other applicable information necessary to determine
34 the applicable rates in accordance with this section. In addition, the contractor shall submit
35 an Equipment Watch rate sheet (www.equipmentwatch.com) for each piece of equipment in
36 the summary list. Access to the Equipment Watch web site is available at the City's
37 Construction Management Office.
38

39 **1-09.7 Mobilization**
40 **(December 10, 2020 APWA GSP)**
41

42 *Delete this Section and replace it with the following:*
43

44 Mobilization consists of preconstruction expenses and the costs of preparatory Work and
45 operations performed by the Contractor which occur before 10 percent of the total original
46 amount of an individual Bid Schedule is earned from other Contract items on that Bid
47 Schedule. Items which are not to be included in the item of Mobilization include but are not
48 limited to:

- 49 1. Any portion of the Work covered by the specific Contract item or incidental Work
50 which is to be included in a Contract item or items.
51 2. Profit, interest on borrowed money, overhead, or management costs.
52 3. Any costs of mobilizing equipment for force account Work.

1 Based on the lump sum Contract price for "Mobilization", partial payments will be made as
2 follows:

- 3 1. When 5 percent of the total original Bid Schedule amount is earned from other
4 Contract items on that original Bid Schedule, excluding amounts paid for materials
5 on hand, 50 percent of the Bid Item for mobilization on that original Bid Schedule, 5
6 percent of the total of that original Bid Schedule, or 5 percent of the total original
7 Contract amount, whichever is the least, will be paid.
- 8 2. When 10 percent of the total original Bid Schedule amount is earned from other
9 Contract items on that original Bid Schedule, excluding amounts paid for materials
10 on hand, 100 percent of the Bid Item for mobilization on that original Bid Schedule,
11 10 percent of the total of that original Bid Schedule, or 10 percent of the total original
12 Contract amount, whichever is the least, will be paid.
- 13 3. When the Substantial Completion Date has been established for the project,
14 payment of any remaining amount Bid for mobilization will be paid.

15 Nothing herein shall be construed to limit or preclude partial payments otherwise provided
16 by the Contract.

17
18 **1-09.9 Payments**
19 **(March 13, 2012 APWA GSP)**

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

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

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

32
33 Progress payments for completed work and material on hand will be based upon progress
34 estimates prepared by the Engineer. A progress estimate cutoff date will be established at
35 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 work
40 are tentative, and made only for the purpose of determining progress payments. The
41 progress estimates are subject to change at any time prior to the calculation of the final
42 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 units of
46 work completed multiplied by the unit price.
- 47 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump sum
48 breakdown for that item, or absent such a breakdown, based on the Engineer's
49 determination.

1 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job site
2 or other storage area approved by the Engineer.

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

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

6 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;

7 2. The amount of progress payments previously made; and

8 3. Funds withheld by the Contracting Agency for disbursement in accordance with the
9 Contract Documents.

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

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

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

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

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

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

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

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

31
32 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.

33 7. A release has been obtained from the City of Tacoma's City Clerk's Office.
34

35 **1-09.13(3)A Administration of Arbitration**

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

37
38 *Revise the third paragraph to read:*

39
40 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
41 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
42 the Superior Court of the county in which the Contracting Agency's headquarters are
43 located. The decision of the arbitrator and the specific basis for the decision shall be in
44 writing. The arbitrator shall use the contract as a basis for decisions.
45
46

47 **END OF SECTION**
48

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.1 General**

4 **(*****)**

5
6 *Section 1-10.1 is supplemented with the following:*

7
8 **Temporary Pedestrian Access**

9
10 All pedestrian access paths shall be maintained per Proposed Accessibility Guidelines for
11 Pedestrian Facilities in the Public Right-of-Way (PROWAG) and Specification Sections 1-
12 07.23, and 1-10. The Contractor shall submit the proposed material type for "Temporary
13 Pedestrian Access" to the Engineer for approval prior to construction. The Contractor shall
14 maintain each pedestrian access and make repairs as directed for the duration of the
15 construction, until the sidewalk and entry ways are finished at each respective location.

16
17 Where curb ramp improvements are to be made, no more than one corner at an intersection
18 shall be rendered inaccessible at a given time. Although individual property access rights
19 cannot be limited, except as coordinated in advance with the affected property, pedestrian
20 detour and/or by pass routes can be established using existing conditions or temporary
21 materials so long as they are shown to be firm and unyielding for accessibility purposes.

22
23 **1-10.1(2) Description**
24 **(July 22, 2019 Tacoma GSP)**

25
26 *The first sentence of the fourth paragraph is revised to read:*

27
28 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times except
29 when Work requires closure(s) that have been requested and approved in accordance with
30 section 1-10.2(2).

31
32 *The third sentence of the fourth paragraph is revised to read:*

33
34 Approved lane and ramp closures shall be for the minimum time required to complete the
35 Work.

36
37 *This section is supplemented with the following:*

38
39 Only uniformed off-duty police officers shall be used to control traffic when it is necessary to
40 override or provide traffic control at signalized intersections. Off-duty City of Tacoma Police
41 Department officers are preferred within the jurisdiction of the Tacoma PD, and the
42 Contractor shall grant the Tacoma PD the "first right of refusal" by contacting the Tacoma
43 PD first as stated below.

44
45 The City will make all necessary temporary adjustments to existing traffic signals and traffic
46 signal activators.

47
48 Existing signs shall not be removed until the Contractor has provided for temporary
49 measures sufficient to safeguard and direct traffic after existing signs have been removed.
50 Preservation of temporary traffic control and street name signs shall be the sole
51 responsibility of the Contractor.

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

1-10.2 Traffic Control Management

1-10.2(1) General (January 3, 2017)

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

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

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

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

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

1-10.2(2) Traffic Control Plans (***)**

This section is supplemented with the following:

Appendix D includes the City of Tacoma Traffic Control Handbook with traffic control templates. Traffic Control plans shall be submitted and approved by the City for each work site prior to any work occurring at the site.

1-10.3 Traffic Control Labor, Procedures, and Devices

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

The first paragraph is revised to read:

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

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

2 (*****)

3
4 *This heading is revised to read:*

5
6 **1-10.3(1)A Flaggers and Spotters**

7 (*****)

8
9 *This section is supplemented with the following:*

10
11 **Spotters**

12
13 The Contractor shall provide a spotter where needed and when indicated on the plans
14 and/or with these Specifications. The spotters sole duties are as follows: the spotter shall
15 walk ahead of the construction vehicle in the direction of vehicle travel to insure no student
16 or other pedestrians are in the path of vehicle travel, as well as exclusively assisting with the
17 navigation of pedestrians through, around, adjacent to, and/or through the work zone or
18 adjoining traffic control areas as indicated in the traffic control plans or as directed to do so
19 on-site. In the course of these responsibilities, the spotter shall signal the vehicle to stop
20 should a student or other pedestrian be in the immediate path of the vehicle. The vehicle
21 shall remain stopped under the direction of the spotter until all pedestrians are out of the
22 immediate path of the vehicle. Spotters shall assist pedestrians through the construction
23 zone as needed.

24
25 **1-10.3(1)B Other Traffic Control Labor**

26 (*****)

27
28 *This section is revised to read:*

29
30 In addition to flagging duties, the Contractor shall provide personnel for all other traffic
31 control procedures required by the construction operations and for the labor and equipment
32 to install, maintain, and remove any traffic control devices shown on Traffic Control Plans.

33
34 **1-10.3(3)A Construction Signs**

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

36
37 *The fifth paragraph is revised to read:*

38
39 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer
40 deems to be unacceptable while their use is required on the project shall be replaced by the
41 Contractor at their expense.

42
43 **1-10.3(3)C Portable Changeable Message Sign**

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

45
46 *This section is supplemented with the following:*

47
48 Portable Changeable Message Signs shall be required on arterials streets where
49 construction occurs for durations longer than seven (7) calendar days. Signs shall be solar
50 charged and programmable. Signs shall be provided a minimum of seven (7) calendar days
51 prior to construction and remain through the duration of the construction on the arterial

1 street. Signs shall be provided on each end of the arterial street construction zone notifying
2 oncoming traffic of the construction conditions. All costs associated with providing and
3 maintain the signs for the required duration shall be included in the proposal item, "Project
4 Temporary Traffic Control", per lump sum

5 6 **1-10.4 Measurement**

7 8 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)** 9 **(*****)**

10
11 *This section is revised to read:*

12
13 When the Bid Proposal contains the items "Arterial Site Temporary Traffic Control" and
14 "Residential Site Temporary Traffic Control", there will be no measurement of unit items for
15 Work defined by Section 1-10 except as described in Section 1-10.4(3). Also, except as
16 described in Section 1-10.4(3), all of Sections 1-10.4(2) and 1-10.5(2) are deleted.

17 18 **1-10.5 Payment**

19 20 **1-10.5(1) Lump Sum Bid for Project (No Unit Items)** 21 **(*****)**

22
23 *This section is revised to read:*

24
25 "Arterial Site Temporary Traffic Control", per each

26
27 "Residential Site Temporary Traffic Control", per each

28
29 The per each Contract payment shall be full compensation for all costs incurred by the
30 Contractor in performing the Contract Work defined in Section 1-10 necessary to perform
31 the Work except for costs compensated by Bid Proposal items inserted through Contract
32 Provisions as described in Section 1-10.4(2). The unit Contract price, shall be full
33 compensation for all costs incurred by the Contractor in performing the Work for providing
34 "Pedestrian Traffic Control", "Project Temporary Traffic Control", "Temporary Pedestrian
35 Access" and "Spotter" in accordance with section 1-10.

36
37 The per each Contract payment includes all traffic control for each work site regardless of
38 the number of traffic control plans or working days utilized by the Contractor for each site.

39
40
41 **END OF SECTION**
42
43

1 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**
2 **(March 17, 2016 Tacoma GSP)**

3
4 **2-01.1 Description**

5
6 *The first sentence of the first paragraph is revised to read:*

7
8 The Contractor shall clear, grub, and cleanup those areas within the area of ground
9 disturbance, a minimum of four inches from the edge of the sidewalk, in accordance with the
10 Specifications or as directed by the Engineer as needed to complete the Contract Work.

11
12 *This section is supplemented with the following:*

13
14 Trees, stumps, shrubs, and brush located outside the Clearing & Grubbing limits shall be
15 considered as part of "Clearing and Grubbing" when identified for removal on the Plans or
16 Specifications.

17
18 **2-01.2 Disposal of Usable Material and Debris**

19
20 *The second paragraph is revised to read:*

21
22 The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

23
24 **2-01.3(1) Clearing**
25 **(*****)**

26
27 *This section is revised to read:*

- 28 1. Fell trees only within the area to be cleared as designated in Appendix A.
29 2. Close-cut parallel to the slope of the ground all stumps to be left in the cleared
30 area outside the slope stakes.
31 3. Close cut all stumps that will be buried by fills 5-feet or less in depth.
32 4. Follow these requirements for all stumps that will be buried by fills deeper than 5-
33 feet from the top, side, or end surface of the embankment or any structure and
34 are in a location that will not be terraced as described in Section 2-03.3(14):
35 a. Close-cut stumps under 18-inches in diameter.
36 b. Trim stumps that exceed 18-inches in diameter to no more than 12-inches
37 above original ground level.
38 5. Leave standing any trees or native growth indicated by the Engineer.
39 6. Trim all trees to be left standing within the construction area to the height
40 specified by the Engineer, with a minimum height of eight (8) feet above sidewalk
41 and fourteen (14) feet above the roadway surface. Neatly cut all limbs close to
42 the tree trunk.
43 7. Thin clumps of native growth as the Engineer may direct.
44 8. Protect, by fencing if necessary, all trees or native growth from any damage
45 caused by construction operations in accordance with Standard Plans LS-08
46 through LS-11.
47 9. Trim all shrubs and brush which covers sidewalks, curb, curb and gutter, and
48 curb ramps in the construction area to a minimum of four inches from the edge of
49 sidewalk or as directed by the Engineer.

10. Remove trees as indicated in Appendix A or as directed by the Engineer or certified Arborist. The tree removal shall include stump grinding to eight inches below final grade and removal of roots according to the Appendix A and Specifications, and as directed by the Engineer and certified Arborist, such that a new tree can be planted in the same area.
11. All stumps identified for stump grinding or as directed by the Engineer or certified Arborist shall be ground to eight inches below final grade.
12. Remove and salvage for reinstallation any signs as indicated by the Engineer or Plans.

This section is added:

2-01.3(1)A Tree Protection

Trees not marked for removal or in clearing and grubbing limits shall be protected in accordance with the City of Tacoma standard landscape plans. Protection activities shall include, but are not limited to, use of straight edge buckets for excavation, hand digging where necessary, clean cutting roots that need removal, root shaving, installing wire mesh and fencing, protecting cut roots.

Add the following sections:

2-01.3(5) Definition of Vegetation

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

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

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

2-01.5 Payment

(*****)

The second paragraph of this section is revised to read:

All costs associated with clearing and grubbing on this project shall be included in the unit contract price of other items of work in the bid proposal. Clearing and grubbing shall include all necessary sod removal, root removal for trees that have been removed, shrub removal, pruning of adjacent shrubs and overhanging limbs that effect the construction of the new sidewalk for each site.

END OF SECTION

1 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**

2 **(*****)**

3
4 **2-02.3(3) Removal of Pavement, Sidewalks, and Curbs**

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

7
8 All final meetlines shall be sawcut.

9
10 Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all
11 combinations and thicknesses. No additional compensation shall be made for varying
12 combinations and thicknesses.

13
14 After the curbs and pavement have been constructed, the Contractor may be required to
15 remove additional sidewalk necessary to provide proper connections and grades, as
16 determined by the Engineer.

17
18 All costs for the removal and disposal of existing concrete curb, sidewalk, driveways, and
19 alley approaches for the water main or related appurtenances shall be included in the unit
20 contract bid price.

21
22 Any slurry generated by saw cutting shall be collected by a wet-vacuum and kept out of the
23 storm sewer system. The contractor shall not violate the requirement of WSDOT Standard
24 Specifications, 2018 M 41-10, section 1-07.5 (Fish and Wildlife and Ecology Regulations).

25
26 The removal of existing street improvements shall be conducted in such a manner as not to
27 damage utilities and any portion of the improvement that is to remain in place. Any
28 deviation in this matter will obligate the Contractor, at no expense to the Contracting
29 Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the
30 Engineer.

31
32 **2-02.4 Vacant**

33
34 *This section, including the title, is revised to read:*

35
36 **2-02.4 Measurement**

37
38 Measurement for Removal and disposal of existing pavement, sidewalks, curbs, and gutters
39 associated with the water main installation will be made by the square yard.

40
41 No measurement for removal and reclaiming salvaged material shall be made and shall be
42 considered incidental to the contract.

43
44 **2-02.5 Payment**

45
46 *This section is revised to read:*

47
48 "Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all
49 thicknesses & combinations", per square yard.

1 "Removal and disposal of existing pavement, sidewalks, curbs, and gutters includes all
2 thicknesses & combinations", shall be full payment for all equipment, tools, labor and
3 materials to saw cut meet lines, remove the existing pavement, to excavate to proposed
4 subgrade, and shall include haul and disposal in accordance with the Specifications and
5 Plans.

6
7
8 **END OF SECTION**
9
10

1 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**
2 **(August 14, 2019 Tacoma GSP)**
3

4 **2-03.1 Description**
5

6 *The last sentence of the first paragraph is deleted.*
7

8 **2-03.3(5) Slope Treatment**
9

10 *This section is deleted.*
11

12 **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**
13

14 *This section is deleted.*
15
16

17 **END OF SECTION**
18
19

1 **2-07 WATERING**
2 **(August 3, 2009 Tacoma GSP)**
3

4 **2-07.3 Construction Requirements**
5

6 *The last sentence of the first paragraph is revised to read:*
7

8 The Engineer may direct that the Contractor apply water during non-working hours such as
9 evenings, weekends, or recognized holidays.

10
11 *Section 2-07.3 is supplemented with the following:*
12

13 **2-07.3(1) Water Supplied from Hydrants**
14

15 There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or
16 any other construction activities associated with this project. Prior to construction activities,
17 it shall be the Contractor's responsibility to verify which hydrants will be available by
18 contacting Tacoma Water. The Contractor shall use only those hydrants designated by
19 Tacoma Water.
20

21 Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance
22 with the "Operating Procedures for the use of Water Division Hydrants" available at the
23 Tacoma Water Permit Counter.
24

25 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the Water
26 Permit Counter at (253) 502-8247, 2nd floor, Tacoma Public Utilities, Administrative Building,
27 3628 South 35th Street, Tacoma, WA 98409. A copy of the approved Hydrant Permit shall
28 be submitted to the Engineer.
29

30 Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant
31 Certification Card prior to obtaining a permit. If necessary, contractor personnel shall
32 undergo training to receive the required certification. Contact the Water Permit Counter to
33 set up training as necessary.
34
35

36 **END OF SECTION**
37

1 **2-15 CURB AND CURB AND GUTTER REMOVAL**
2 **(March 17, 2003 Tacoma GSP)**
3

4 **2-15.1 Description**
5

6 The Work described in this section includes the complete removal and disposal of curbs and
7 curb and gutter identified on the Plans or as marked in the field.
8

9 **2-15.2 Curb Classification**
10

11 Removal of curb and/or curb and gutter will be based on composition, as defined below:
12

13 **Integral Curb** - Integral curb shall consist of curb that is constructed monolithic with the
14 adjacent cement concrete pavement.
15

16 **Curb** - Curb may consist of cement concrete curb, granite curb, or any other combination of
17 rigid material that extends below the pavement surface elevation.
18

19 **Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete
20 extruded or precast curb that is installed on a pavement surface.
21

22 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete curb
23 with a brick gutter on a cement concrete base, or other combination of rigid material.
24

25 **2-15.3 Construction Requirements**
26

27 Integral curb removal shall consist of the removal of the curb and the integral base section
28 under the curb. The removal shall be accomplished by sawcutting along the face of the
29 curb.
30

31 The removal of the curb and/or curb and gutter shall be conducted in such a manner as not
32 to damage utilities and any portion of the improvement that is to remain in place. Any
33 deviation in this matter will obligate the Contractor, at no expense to the Contracting
34 Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the
35 Engineer.
36

37 **2-15.4 Measurement**
38

39 Curb and curb and gutter removal will be measured per linear foot.
40

41 **2-15.5 Payment**
42

43 Payment will be made in accordance with Section 1-04.1.
44

45 "Remove Curb", per linear foot
46

47 The unit Contract price per linear foot for "Remove Curb" shall be full pay for all labor,
48 material, and equipment required for the removal and disposal of all existing curb types,
49 such as extruded curb, integral curb, curb, curb and gutter as specified in this section.
50

1 All saw cutting, wheel trenching, hydro hammering, chipping, grinding, and all other work
2 necessary for the removal of curb or curb and gutter shall be included in the unit contract
3 price for 'Remove Curb'.
4

5

END OF SECTION

6

7

8

1 **3-04 ACCEPTANCE OF AGGREGATE**
2 **(April 1, 2012 Tacoma GSP)**

3
4 **3-04.1 Description**

5
6 *The first and third paragraphs are deleted.*

7
8 *The fourth paragraph is revised to read:*

9
10 Nonstatistical evaluation will be used for the acceptance of aggregate materials.

11
12 **3-04.3(1) General**

13
14 *The first sentence is revised to read:*

15
16 For the purpose of acceptance sampling and testing, all test results obtained for a material
17 type will be evaluated collectively.

18
19 **3-04.3(4) Testing Results**

20 *This section is replaced with the following:*

21
22 The results of all acceptance testing will be provided by the City's Project Engineer within 3
23 working day of testing.

24
25 **3-04.3(6) Statistical Evaluation**

26 *This section is deleted:*

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

1 **4-04 BALLAST AND CRUSHED SURFACING**
2 **(March 17, 2003 Tacoma GSP)**
3

4 **4-04.5 Payment**
5

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

8 All costs for labor, equipment, and materials required to furnish, place, and compact the
9 crushed surfacing top course for all asphalt concrete approaches and non-paved
10 approaches shall be included in the unit Contract price for "Crushed Surfacing Top Course",
11 per ton.
12

13 **END OF SECTION**

1 **5-04 HOT MIX ASPHALT**
2 **(April 1, 2018 Tacoma GSP)**
3

4 *This Section is revised according to the following overriding provisions:*
5

6 Nonstatistical or test point evaluation shall be the method for HMA compaction acceptance
7 for all HMA pavement, except where visual or commercial evaluation is specified. Visual
8 evaluation shall be considered synonymous with commercial evaluation. The Contracting
9 Agency will not be required to perform any acceptance by statistical evaluation.
10

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

- 15 • The Contracting Agency shall not be required to perform statistical analysis of any
16 acceptance test results.
- 17 • Quantities for sublots and lots shall be as determined by the Engineer. If test results
18 are found not to be within specification requirements, additional testing as needed to
19 determine a CPF may be performed.
- 20 • The Contracting Agency shall not be required to make price adjustments based on
21 pay factors and composite pay factors.
22

23 **5-04.2 Materials**
24

25 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
26 **(April 1, 2018 Tacoma GSP)**
27

28 *For Subsection 5-04.2(1) the term “Contracting Agency” is revised to read “WSDOT”.*
29

30 **5-04.2(2) Mix Design – Obtaining Project Approval**
31 **(April 1, 2018 Tacoma GSP)**
32

33 *This section is revised to read:*
34

35 The Contactor shall submit each HMA mix design to the Contracting Agency on WSDOT
36 Form 350-042. The Contractor shall provide a mix design based upon 3 million ESAL's.
37

38 No paving shall begin prior to the HMA mix design acceptance by the Engineer for the Job
39 Mix Formula (JMF) that will be used for the same paving. The Contracting Agency will
40 evaluate HMA mix design submittals according to Visual Evaluation per Table 1. The mix
41 design will be the initial JMF for the class of HMA. The Contractor may request a change in
42 the JMF. Any adjustments to the JMF will require the approval of the Project Engineer and
43 must be made in accordance with Section 9-03.8(7).
44

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

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

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

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

- The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or one of the mix design verification certifications listed below.
- The proposed HMA mix design on WSDOT Form 350-042 with the seal and certification (stamp & signature) of a valid licensed Washington State Professional Engineer.**
- The Mix Design Report for the proposed HMA mix design developed by a qualified City or County laboratory that is within one year of the approval date.**

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

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

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

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

This section is revised to read:

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

- Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.
- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

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

The second paragraph is supplemented with the following:

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

1 **5-04.3(3)C Pavers**

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

3 *The second paragraph is deleted.*

5 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

6 **(April 1, 2018 Tacoma GSP)**

7 *The first paragraph is revised to read:*

9 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving areas
10 are specified below. A MTD/V shall only be used according to this special provision for the
11 following paving areas:

13 **5-04.3(4)C Pavement Repair**

14 **(April 1, 2018 Tacoma GSP)**

15 *This section is revised to read:*

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

20 https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way

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

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

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

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

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

46 **5-04.3(6) Mixing**

47 **(Aug 1, 2020 Tacoma GSP)**

48 *The first paragraph is revised to read:*

50 The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid
51 asphalt binder prior to shipment to the asphalt mixing plant, when the mix design includes

these additives. The Contractor shall submit the anti-stripping additive amount and the manufacturer's certification, together with the HMA mix design submittal in accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive submittal is accepted by the Engineer.

**5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA
(Aug 1, 2020 Tacoma GSP)**

This section is revised to read:

Sample aggregate in accordance with Section 3-04 prior to being incorporated into HMA. The Contracting Agency shall evaluate the aggregate according to Special Provision 3-04. Aggregate contributed from RAP or RAS shall not be evaluated under Section 3-04.

The combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA Mix Design report or evaluation report per Special Provision 5-04.2(2) will be used for VMA calculations. The Contracting Agency shall not be required to perform a Gsb test.

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

The first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

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

The Contractor shall also construct a test section when requested by the Engineer. Test sections that are in complete compliance with the requirements of Section 5-04 can be incorporated into the Work, and shall be included in the quantities for related Bid Items; otherwise, the Contractor shall remove the defective pavement in failed test sections as determined by the Engineer and at no cost to the Contracting Agency. The Contracting Agency will only pay for HMA pavement that is accepted and incorporated into the project at the discretion of the Engineer. See also Section 5-04.3(10)C2.

The second paragraph is revised to read:

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA mixture test sections at the beginning of paving, using at least 100

tons and a maximum of 800 tons or as specified by the Engineer. Each test section shall be constructed in one continuous operation.

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

The title of this section is revised to read:

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

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

The title of this section is revised to read:

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

This section is revised to read:

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

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

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

**5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results
(Aug 1, 2020 Tacoma GSP)**

This section is revised to read:

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

1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.
2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency's test

results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

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

**5-04.3(10)B HMA Compaction - Cyclic Density
(April 1, 2018 Tacoma GSP)**

This section is deleted.

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

This section is deleted.

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

The title of this section is revised to read:

5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

The second paragraph is revised to read:

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

This section is supplemented with the following:

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

The Engineer will inform the Contractor of field compaction test results as work is being performed. Formal Test Report(s) will be provided to the Contractor within 3 Working Days.

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

**5-04.4 Measurement
(April 1, 2018 Tacoma GSP)**

The first paragraph is revised to read:

HMA CI. ____ PG ____, HMA for ____ CI. ____ PG ____, and Commercial HMA will be measured by the ton in accordance with Section 1-09.2, with no deduction being made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other component of the mixture; and the measurement shall include asphalt wedge curbs and thickened edges in accordance with the Plans or as directed by the Engineer. If the Contractor elects

1 to remove and replace mix as allowed in Section 5-04.3(11), the material removed will not
2 be measured.

3
4 *The second paragraph is revised to read:*

5
6 No specific unit of measure will apply to roadway cores, which shall be included in the
7 measurements for the HMA items that are included in the Proposal.

8
9 *This section is supplemented with the following:*

10
11 HMA for Approach Cl. ___ PG 58H-22 shall be measured per square yard of finished
12 driveway and approach.

13
14 No specific unit of measure will apply to anti-stripping additive, which shall be included in the
15 measurements for the HMA items that are included in the Proposal.

16
17 **5-04.5 Payment**

18 **(April 1, 2018 Tacoma GSP)**

19 *Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment"*
20 *are deleted.*

21
22 *The following pay items for HMA are revised to read:*

23
24 "HMA Cl. ___ PG ___", per ton.

25 "HMA for ___ Cl. ___ PG ___", per ton.

26
27 The unit Contract price per ton for "HMA Cl. ___ PG ___" and "HMA for ___ Cl. ___ PG ___"
28 shall be full payment for all costs incurred to carry out the requirements of Section 5-04,
29 including coring and testing, and shall include anti-stripping additive, asphalt wedge curbs,
30 thickened edges, curb drains, and connection to existing drains in accordance with the
31 Contract. Any costs that are already included in other Bid items in the Proposal shall not be
32 included in the unit Contract prices per ton for these HMA Bid items.

33
34 *The pay item "HMA for Approach Cl. ___PG___" is revised to read:*

35
36 "HMA for Approach Cl. ___PG 58H-22", per square yard.

37
38 The unit Contract price per square yard for "HMA for Approach Cl. ___PG 58H-22" shall be full
39 payment for all costs incurred to carry out the requirements of Section 5-04, including anti-
40 stripping additive; and shall include asphalt wedge curbs, thickened edges, curb drains, and
41 connection to existing drains in accordance with the Contract. Any costs that are already
42 included in other Bid items in the Proposal shall not be included in the unit Contract price
43 per square yard for this HMA Bid item. The Contractor shall also include all costs
44 associated with excavating for driveways and approach, including haul and disposal in the
45 unit Contract price per square yard for "HMA for Approach Cl. ___ PG 58H-22", regardless of
46 the depth.

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

49
50 "HMA Cl. ___ PG ___ for Pavement Patch", per ton.

1 The unit Contract price for pavement patch shall be full pay for all labor, equipment,
2 materials and Crushed Surfacing Top Course required to complete the patching of the
3 planting strip, closure strip, street, including joints, where required, and removal of
4 temporary base.

5
6 "Cold Plant Mix for Temporary Pavement Patch", per ton.
7

8 The unit Contract price for "Cold Plant Mix for Temporary Pavement Patch" shall be full pay
9 for all labor, equipment, and materials required to furnish and install; maintain; and remove
10 and dispose of the temporary patch.

11
12 Temporary pavement patches placed between October 1st and March 31st shall be HMA CI.
13 ½" PG 58H-22.
14

15 **END OF SECTION**
16
17

1 **6-02 CONCRETE STRUCTURES**

2 **(*****)**

3
4 **6-02.3(1) Classification of Structural Concrete**

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

7
8 Sidewalks, Driveway Entrances, Curbs and Gutters shall be constructed with Concrete
9 Class 3000 psi. at a minimum.

10
11 **6-02.3(2)B Commercial Concrete**

12
13 *The second paragraph is revised to read:*

14
15 Where concrete Class 3000 is specified for items such as, culvert headwalls, plugging
16 culverts, concrete pipe collars, pipe anchors, monument cases, Type PPB, PS, I, FB and
17 RM signal standards, pedestals, cabinet bases, guardrail anchors, and fence post footings,
18 the Contractor may use commercial concrete.

19
20 *This section is supplemented with the following:*

21
22 The contractor shall not use commercial concrete for Driveway Entrances, sidewalks and
23 Trails and curbs and Gutters.

24
25
26 **END OF SECTION**
27

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

4 **8-01.1 Description**
5

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

8 The City of Tacoma Stormwater Management Manual is available on the City's website at
9 www.cityoftacoma.org/stormwatermanual.
10

11 **8-01.3(1) General**
12

13 **8-01.3(1)A Submittals**
14

15 *This section is revised to read:*
16

17 The Contractor shall adopt or modify a Temporary Erosion and Sediment Control (TESC)
18 Plan and Stormwater Pollution Prevention Plan (SWPPP) Report completed by the City in
19 Appendix C. The Contractor shall include an implementation schedule for the TESC Plan
20 and SWPPP and incorporate this implementation schedule into the Contractor's progress
21 report. The SWPPP and implementation schedule shall be submitted in accordance with 1-
22 05.3 and 1-08.3
23

24 TESC Plans and SWPPP Reports that are modified by the Contractor shall be reviewed and
25 approved by the Project Engineer before implementation. The Contractor shall allow 5
26 working days for the Project Engineer to review any original or revised TESC Plans or
27 SWPPP reports. Failure to approve all or part of any such Plan shall not make the
28 Contracting Agency liable to the Contractor for any Work delays.
29

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

38 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or
39 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working day
40 following the inspection.
41

42 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**
43

44 *This section is revised to read:*
45

46 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the contact
47 information for the ESC Lead shall be added to the Stormwater Pollution Prevention Plan
48 (SWPPP) Report and the Temporary Erosion and Sediment Control (TESC) Plan Sheet.
49 The ESC Lead shall maintain, for the life of the contract, a current Certified Erosion and
50 Sediment Control Lead (CESCL) certificate or maintain a current Certified Professional in
51 Erosion and Sediment Control (CPESC) certificate from a course approved by the
52 Washington State Department of Ecology. The CESCL or CPESC shall be listed on the
53 Emergency Contact List required under Section 1-05.13(1).

1 The CESCL or CPESC shall direct implementation of the measures identified in the SWPPP
2 and as shown on the TESC plan. Implementation shall include, but is not limited to the
3 following:
4

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

35
36 Upon request, the file shall be provided to the Engineer for review.
37

38 **8-01.3(1)C Water Management**

39
40 *This section is revised to read:*
41

42 **General.** The Contractor is responsible for keeping excavations free from standing water
43 during construction and disposing of the water in a manner that will not cause pollution,
44 injury to public or private property, or cause a nuisance to the public. Groundwater flowing
45 toward, into, or within excavations shall be controlled to prevent sloughing of excavation
46 walls, boils, uplift, and heave in the excavation, and to eliminate interference with orderly
47 progress of construction. The control of groundwater shall be such that softening of the
48 bottom of excavations, or formation of "quick" conditions or "boils" during excavation, shall
49 not occur. The Contractor is responsible for all foundation material required due to lack of
50 dewatering efforts.
51

1 **8-01.3(2) Temporary Seeding and Mulching**

2
3 **8-01.3(2)B Temporary Seeding**

4
5 *The first paragraph is supplemented with the following:*

6
7 All seeding areas shall be seeded with the following mix:

8

Type of Seed	% by Weight
Perennial Rye	70
Chewings and Red Fescue	30

9
10 The rate of application shall be 120 lbs. per acre.

11
12 Seeding fertilizer shall be per seed supplier's recommendations for hydroseed application.

13
14 *The fifth paragraph is supplemented with the following:*

15
16 Seed shall be distributed uniformly over the designated area. Half of the seed shall be sown
17 with the sower moving in one direction, and the remainder with the sower moving at right
18 angles to the first sowing.

19
20 **8-01.3(2)D Mulching**

21
22 *This section is supplemented with the following:*

23
24 The Contractor shall follow the requirements of the City of Tacoma Surface Water
25 Management Manual BMP C120 for using tackifiers with hydro seeding.

26
27 **8-01.3(7) Stabilized Construction Entrance**

28
29 *The third paragraph is revised to read:*

30
31 When the contract requires a wheel wash in conjunction with the stabilized entrance, the
32 details for the wheel wash and the method for containing and treating the sediment-laden
33 runoff shall be included as part of the SWPPP and TESC Plan.

34
35 **8-01.3(8) Street Cleaning**

36
37 *The third paragraph is revised to read:*

38
39 Street washing with water shall not be permitted.

40
41 **8-01.3(9)D Inlet Protection**

42
43 *Replace the third paragraph of this section with the following:*

44
45 When the depth of accumulated sediment and debris reaches approximately 1/3 the height
46 of an internal device or 1/3 the height of the external device (or less when so specified by
47 the manufacturer), or as designated by the Engineer, the sediment and debris shall be
48 removed and disposed of per SWMM BMP C220 or as specified on the Plans or within the
49 SWPPP.

1 *The section is supplemented with the following:*

2
3 Only bag-type filters are allowed for use in the public right of way.

4
5 **8-01.3(10) Wattles**

6
7 *The fifth and sixth sentences are revised to read:*

8
9 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose soils,
10 in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or 1/2 to 2/3
11 the thickness of the wattle.

12
13 **8-01.4 Measurement**

14
15 **8-01.4(2) Item Bids**

16
17 *This section is supplemented with the following:*

18
19 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
20 Prevention Plan (SWPPP)".

21
22 **8-01.5 Payment**

23
24 *This section is supplemented with the following:*

25
26 Where removal of erosion control BMPs is directed by the Engineer according to 8-01.3(16)
27 or according to these specification and the plans, removal shall be included in the lump sum
28 or unit cost for these respective BMPs.

29
30 **8-01.5(2) Item Bids**

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

33
34 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum. The lump sum contract
35 price for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full pay for all costs,
36 including but not limited to, preparing, submitting, revising, and resubmitting revisions for the
37 Stormwater Pollution Prevention Plan.

38
39 "Erosion Control/Water Pollution Control", per lump sum.

40
41 The lump sum contract price for "Erosion Control/Water Pollution Control" shall be full pay
42 for all cost for labor, equipment, and materials to perform all work associated with erosion
43 control. Work shall include, but shall not be limited to, furnishing, purchase and delivery or
44 required materials, installation and maintenance of temporary erosion and sediment control
45 measures, and all costs incurred by the Contractor in performing the Contract Work defined
46 in Section 8-01, except for unit bid items in Section 8-01 when these are included in the bid
47 proposal. It is the Contractor's responsibility to maintain, repair, and replace any and all
48 erosion control measures as required for the entire duration of the Project.

49
50
51 **END OF SECTION**

1 **8-02 ROADSIDE RESTORATION**
2 **(April 1, 2018 Tacoma GSP)**

3
4 **8-02.3 Construction Requirements**

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

7
8 Site Restoration shall be limited to restoration in kind of disrupted areas as necessary for
9 removal and construction of sidewalk, curbs, and curb ramps.

10
11 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

12
13 *This section is supplemented with the following:*

14
15 All grades shall be maintained in the areas to be planted in a true and even condition. The
16 contractor shall be careful not to disturb any of the existing or cut slopes. Where final
17 grades have not been established, the areas shall be finish graded and all surfaces left in an
18 even and compacted condition. The finished grade shall be such that after planting, the
19 grade shall be flush with adjoining surfaces; positive drainage shall also be maintained.

20
21 **8-02.3(5)B Lawn Area Preparation**

22
23 *Item 3 of this section is supplemented with the following:*

24
25 The depth of cultivation shall be 4 inches.

26
27 *Item 4 of this section is revised to read:*

28
29 Till to a 4 inch depth, rake to a smooth even grade without low areas that trap water, and
30 compact to 90% maximum modified proctor density. The finished grade of the soil shall be
31 1-inch below the top of all curbs, junction and valve boxes, walks, driveways, and other
32 structures.

33
34 **8-02.3(6) Soil Amendments**

35
36 *This section is supplemented with the following:*

37
38 Recycled/compost material in accordance with Section 9-14.4(8) shall be blended with the
39 specified topsoil at a ratio of 1/1 by volume.

40
41 **8-02.3(8)C Pruning, Staking, Guying and Wrapping**

42
43 *This section is supplemented with the following:*

44
45 Crossed or rubbing branches shall be removed providing the natural shape of the tree is
46 preserved. Under no circumstances shall pruning be done prior to inspection and approval
47 of plants by the Engineer. All cuts shall be made flush with the parent stem leaving no
48 stubs. Pruning cuts shall be made in a manner to favor the earliest possible covering of the
49 wound by callus growth. Cuts that produce large wounds and weaken the tree will not be
50 acceptable.

Top growth removal to compensate for root loss shall not exceed one-third (1/3) of the top growth unless otherwise specified or directed by the Engineer. Cuts created 3/4 inch in diameter shall be treated with an approved tree wound dressing. All pruning shall produce a clean cut without bruising or tearing the bark and shall be in living wood where the wood can properly heal over.

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

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

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

8-02.3(9) Seeding, Fertilizing, and Mulching

8-02.3(9)A Dates for Seed Application

The first paragraph is revised to read:

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

March 1st – June 30th
September 1st - October 25

8-02.3(9)B Seeding and Fertilizing

This section is supplemented with the following:

All seeding areas shall be seeded with the following mix:

Type of Seed	% by Weight
Perennial Rye	70
Chewings and Red Fescue	30

The rate of application shall be 120 lbs per acre.

8-02.3(10) Lawn Installation

8-02.3(10)A Dates and Conditions for Lawn Installation

The second paragraph is supplemented with the following:

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

March 1st – June 30th
September 1st - October 25

1 **8-02.3(10)B Lawn Seeding and Sodding**

2
3 *The first paragraph is supplemented with the following:*

4
5 Seed type, rate, and methods of application shall be in accordance with Section 8-02.9.

6
7 *The third paragraph is supplemented with the following:*

8
9 On sloped areas, the sod strips shall be laid perpendicular to the flow of water.

10
11 **8-02.3(10)C Lawn Establishment**

12
13 *This section is supplemented with the following:*

14
15 Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

16
17 **8-02.3(11) Mulch**

18
19 *The first paragraph is supplemented with the following:*

20
21 Mulch shall be of the type and applied at the rate required in BMPs C120 & 121 of the City
22 of Tacoma Surface Water Management Manual. The contractor shall re-apply mulch to
23 protect exposed soil and seeded areas from erosion.

24
25 **8-02.3(11)B Bark or Wood Chip Mulch**

26
27 *The second sentence of the third paragraph is revised to read:*

28
29 Bark or wood chip mulch shall be feathered to plant material trunks, stems, canes, or root
30 collars, and level with the top of junction and valve boxes, curbs and pavement edges.

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

33
34 Bark or wood chip mulch in accordance with Section 9-14.5(3) shall be applied to a
35 minimum depth of 3 inches at the location indicated on the Plans or as directed by the
36 Engineer.

37
38 **8-02.3(14) Plant Replacement**

39
40 *This section is revised to read:*

41
42 The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor
43 and materials warranty for all planted material. The warranty shall cause the Contractor to
44 remove and replace all rejected plant material during the warranty period. The warranty
45 period shall begin at the date of physical completion of the contract and end one calendar
46 year from that date.

47
48 The Contractor shall be responsible for growing or providing enough plants for replacement
49 of all plant material rejected during the warranty period. All rejected plant material shall be
50 replaced at dates approved by the Engineer.

1 All replacement plants shall be of the same species and quality as the plants they replace.
2 Plants may vary in size reflecting one season of growth should the Contractor elect to hold
3 plant material under nursery conditions for an additional year to serve as replacement
4 plants.

5
6 Replacement plants will be subject to the original warranty provision as stated above.

7
8 *Section 8-02.3 Construction Requirements is supplemented with the following:*
9

10 **8-02.3(17) Site Restoration**

11
12 The Contractor shall restore the job site with Topsoil Type C in lieu of sod, replace displaced
13 bark mulch or in kind irrigation heads/pipes, affected by the work.

14
15 Topsoil Type C shall be used for in lieu of sod for areas where sod has been removed. Sod
16 removal for the installation of forms shall be kept to a minimum. The topsoil shall be
17 compacted to 85% of maximum dry density. Topsoil shall be mounded 2 inches to account
18 for settling. Seeding may be required to limit erosion. Seeding shall be as directed by the
19 Engineer. Seeding cost shall be incidental to the site restoration.

20
21 Graveled areas will be restored in kind and shall be graded to a smooth and even surface,
22 matching existing grades. Grading shall be accomplished to blend the new work with the
23 existing ground lines and to maintain natural drainage courses.

24
25 All excess materials shall be removed from the site at the end of each work day.

26 **8-02.4 Measurement**

27
28
29 *The first paragraph is revised to read:*

30
31 Topsoil, mulch and soil amendments will be measured by the cubic yard in the haul
32 conveyance at the point of delivery.

33
34 *The seventh paragraph is revised to read:*

35
36 Compost will be measured by the cubic yard in the haul conveyance at the point of delivery.

37
38 *The fifteenth paragraph is revised to read:*

39
40 Irrigation water used to establish vegetation will be considered included in the cost of plants.

41 **8-02.5 Payment**

42
43
44 *The pay unit of square yards will be used in lieu of acres.*

45
46 *The last paragraph is deleted.*
47

48
49 **END OF SECTION**
50

1 **8-03 IRRIGATION SYSTEM**
2 **(April 1, 2018 Tacoma GSP)**
3

4 **8-03.3 Construction Requirements**
5

6 *The first paragraph is revised to read:*
7

8 Location of pipe, tubing, sprinkler heads, emitters, valves, and other equipment shall be
9 identified in the field by the Contractor, before the sidewalk is removed.
10

11 *The third paragraph is supplemented with the following:*
12

13 All electrical work from the electrical source to the controller junction box must be completed
14 by a licensed electrical contractor
15

16 **8-03.3(5) Installation**
17

18 *The first sentence of the second paragraph is revised to read:*
19

20 Final position of turf heads shall be level or ½ inch below finished grade measured from the
21 top of the sprinkler.
22

23 *The fourth paragraph is revised to read:*
24

25 Final position of valve boxes, capped sleeves, and quick coupler valves shall be level with
26 the finished grade or mulch.
27

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

30 The Contractor shall advise the Engineer at least 24 hours before pressure tests are to be
31 conducted.
32

33 A zone diagram shall be posted in the controller to facilitate the selection of the valves to be
34 operated.
35

36
37 **END OF SECTION**
38
39

1 **8-04 CURBS, GUTTERS, AND SPILLWAYS**
2 **(April 1, 2018 Tacoma GSP)**

3
4 **8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways**

5
6 *The first paragraph is revised to read:*

7
8 Cement concrete curb, curb and gutters, gutters, and spillways shall be constructed with air
9 entrained concrete Class 3000 conforming to the requirements of Section 6-02.

10
11 *Section 8-04.3(1) Cement Concrete Curbs, Gutters, and Spillways is supplemented with the*
12 *following:*

13
14 **8-04.3(1)C Integral Cement Concrete Curb**

15
16 When integral curb is being constructed with the pavement, fresh concrete for the integral
17 curb shall be placed at such time as will enable the top section of the curb to be
18 consolidated, finished, and bonded to the pavement slab while the concrete is plastic.

19
20 Where curb is not being placed integral with the pavement slab, reinforcing steel dowels
21 shall be placed in the base section for the curb in accordance with the standard drawing.

22
23 *Section 8-04.3 Construction Requirements is supplemented with the following:*

24
25 **8-04.3(6) Cold Weather Work**

26
27 The following additional requirements for placing concrete shall be in effect from November
28 1 to April 1:

- 29
 - The Engineer shall be notified at least 24 hours prior to placement of concrete.
 - All concrete placement shall be completed no later than 2:00 p.m. each day.
 - Where forms have been placed and the subgrade has been subjected to frost, no
32 concrete shall be placed until the ground is completely thawed. At that time, the
33 forms shall be adjusted and subgrade repaired as determined by the Engineer.

34
35 **8-04.5 Payment**

36
37 *The bid item for "Cement Conc. Traffic Curb and Gutter" is revised to read:*

38
39 "Cement Conc. Traffic Curb and Gutter", per linear foot

40
41 The unit contract price per linear foot for "Cement Conc. Traffic Curb and Gutter" shall be full
42 pay for all labor, tools, equipment, and materials required to construct all types of concrete
43 curbs, curbs and gutters, including excavation, according to the Plans and these
44 Specifications.

45
46
47 **END OF SECTION**
48

1 **8-14 CEMENT CONCRETE SIDEWALKS**
2 **(March 23, 2010 Tacoma GSP)**

3
4 **8-14.3 Construction Requirements**
5 **(*****)**

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

8
9 Only 10 addresses shall have the sidewalk removed at any one time per assigned crew for
10 this project. A crew is comprised of enough personnel to remove, form, place, finish and
11 provide restoration as required by these contract specifications. Unless otherwise approved
12 by the Engineer, sidewalk removal, installation and ground restoration shall be completed
13 within 5 working days for each address. Should the contractor be unable to properly
14 complete all work at a site within 5 working days, any excavated area shall be backfilled with
15 crushed rock. All costs incurred to backfill and place crushed rock and to remove the
16 crushed rock when opening the site again, shall be at the Contractor's expense.

17
18 **8-14.3(3) Placing and Finishing Concrete**
19 **(*****)**

20
21 *The fourth paragraph is revised to read:*

22
23 Curb ramps shall be designed in field by the Contractor and the Engineer at the locations
24 designated in Appendix A, and shall conform to City of Tacoma Standard Plans SU-05
25 through SU-05H. Types listed in Appendix A are intended to indicate possible new ramp
26 type and are not intended to show the exact type or size; actual ramp may include wings,
27 flairs, or pedestrian curbs. The detectable warning pattern shall have the truncated dome
28 shape shown in the Standard Plans. In general, field design of curb ramps shall be guided
29 by the following:

- 30
 - All ramps and ramp landings shall be a minimum of five feet wide.
 - 31 • Where one ramp is built on the 45 degree, to serve two crossing directions, the
 - 32 opening at the curb shall be a minimum of 8-feet and no more than 10-feet.
 - 33 • Design ramps for a 8% running slope or less, for constructability, where possible.
 - 34 • Design cross slopes for 1.5% where possible.
 - 35 • Free draining and smooth (grade breaks less than 2%) gutter grades shall govern.

36 *This Section is supplemented with the following:*

37
38 The sidewalk may be "ramped" over tree roots. The ramped walk shall not exceed 8 percent
39 maximum running slope. At these locations, the sidewalk expansion joint shall be changed
40 from the standard 15-foot spacing to 5 foot spacing with TripStop joints and transition back
41 into the existing sidewalk. The additional cost to "ramp" sidewalks as described in this
42 section shall be considered incidental to the unit contract price for cement concrete
43 sidewalk. Base material required for the construction of the foundation to ramp the cement
44 concrete sidewalk will be measured by the cubic yard including haul as specified in Section
45 4-04.

46
47 The sidewalk may be "offset" around tree roots in an amount specified by the Engineer.
48 Bender board shall be used when offsetting the walk. The additional excavation required to
49 "offset" sidewalk, as described in this section, shall be considered incidental to the

1 applicable unit contract price for cement concrete sidewalk. Base material required for the
2 construction of the foundation to offset the cement concrete sidewalk will be measured by
3 the cubic yard including haul as specified in Section 4-04.

4
5 Monolithic sidewalk shall have an additional surface joint 1/2 inch in depth shall be
6 constructed longitudinally in monolithic curb, gutter and sidewalk for the purposes of
7 delineating the back of the curb. This joint shall be located at 6 inches from the back of
8 sidewalk and shall be continuous for the entire length of the structure.

9 10 **8-14.3(4) Curing**

11
12 *The second sentence is revised to read:*

13
14 Curing shall be in accordance with Section 5-05.3(13).

15
16 *Section 8-14 is supplemented with the following:*

17 18 **8-14.3(6) Cold Weather Work**

19
20 The following additional requirements for placing concrete shall be in effect from November
21 1 to April 1:

- 22 • The Engineer shall be notified at least 24 hours prior to placement of concrete.
- 23 • All concrete placement shall be completed no later than 2:00 p.m. each day.
- 24 • Where forms have been placed and the subgrade has been subjected to frost, no
25 concrete shall be placed until the ground is completely thawed. At that time, the
26 forms shall be adjusted and subgrade repaired as determined by the Engineer.

27 28 **8-14.3(7) Thickened Edge for Sidewalk**

29
30 Thickened edge shall be constructed in accordance with the standard plan.

31 32 **8-14.4 Measurement**

33
34 *The second paragraph is revised to read:*

35
36 Cement concrete curb ramp will be measured per each for the complete curb ramp type
37 installed and includes the installation of the detectable warning surface.

38 39 **8-14.5 Payment**

40
41 *The fourth paragraph is revised to read:*

42
43 "Cement Conc. Curb Ramp", per each

44
45 *The fifth paragraph is revised to read:*

46
47 The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for
48 installing the curb ramp, regardless of type, as specified, including all wings, transitions,
49 flares, ramps and landings, and the "Detectable Warning Surface".

1 *This section is supplemented with:*

2
3 "Cement Conc. Sidewalk, 4 Inch Thickness", per square yard.

4 "Cement Conc. Sidewalk, 6 Inch Thickness", per square yard.

5
6 The unit Contract price per square yard for "Cement Conc. Sidewalk, 4 Inch Thickness" and
7 "Cement Conc. Sidewalk, 6 Inch Thickness" shall be full pay to replace the existing
8 pavement for the limits marked out in the field or as directed by the Engineer with new
9 sidewalk. This includes work to install TripStop joint filler, new sidewalk, Crushed Surfacing
10 Top Course, and Site Restoration at the respective work location to restore any grass, bark
11 mulch, or other groundcover in kind along with all materials, equipment, and labor to
12 construct new sidewalk in accordance with these Specifications and City of Tacoma
13 Standard Plans or as directed by the Engineer at locations listed in Appendix A.

14
15 All additional costs related to the construction of thickened edges and the adjustment of
16 utility structures located within the sidewalk shall be included in the unit contract cost for
17 "Cement Concrete Sidewalk". Utility structures shall be adjusted to the grade of the new
18 sidewalk or as designated by the Engineer. Concrete shall be flush with the top of the utility
19 structure and the adjacent improvements.

20
21
22 **END OF SECTION**
23

9-03 AGGREGATES
(September 20, 2018 Tacoma GSP)

9-03.1 Aggregates for Portland Cement Concrete

9-03.1(1) General Requirements
(June 16, 2016 Tacoma GSP)

The seventh paragraph is deleted

9-03.6 Vacant
(Jun 16, 2016 Tacoma GSP)

This section, including the title, is revised to read:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.
Degradation Factor 15 min.

9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2"	100
1/2"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate) 93@
100 gyrations
AASHTO T324, WSDOT TM T718 or ASTM D3625 Pass
(Acceptable anti-strip evaluation tests)
The sand equivalent value of the mineral aggregate for asphalt treated base (ATB)
shall not be less than 35.

**9-03.8 Aggregates for Hot Mix Asphalt
(March 9, 2016 APWA GSP)**

Supplement section 9-03.8 with the following:

**Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA)
General Requirements**

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.

Degradation Factor 15 min.

Grading

Aggregates for PHMA/PWMA shall meet the following requirements for grading:

Sieve Size	Percent Passing*
¾" square	100
½" square	90 - 100
⅜" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S. No. 40	0 - 13
U.S. No. 200	0 - 5

* All percentages are by weight.

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

9-03.12 Gravel Backfill

Add the following new Section:

**9-03.12(10) Pea Gravel
(September 20, 2018 Tacoma GSP)**

Sieve Size	Percent Passing*
¾" square	100
⅜" square	95-100
U.S. No. 8	0 - 10
U.S. No. 200	0 - 3

Sand Equivalent 35 Minimum

* All percentages are by weight

1 **9-03.21 Recycled Material**

2
3 **9-03.21(1) General Requirements**
4 **(Jun 16, 2016 Tacoma GSP)**

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

7
8 Recycled materials will only be permitted upon approval of the Engineer. Recycled
9 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone, and
10 extra excavation area backfill material.

11
12
13 **END OF SECTION**

14
15
16 **END OF SPECIAL PROVISIONS**

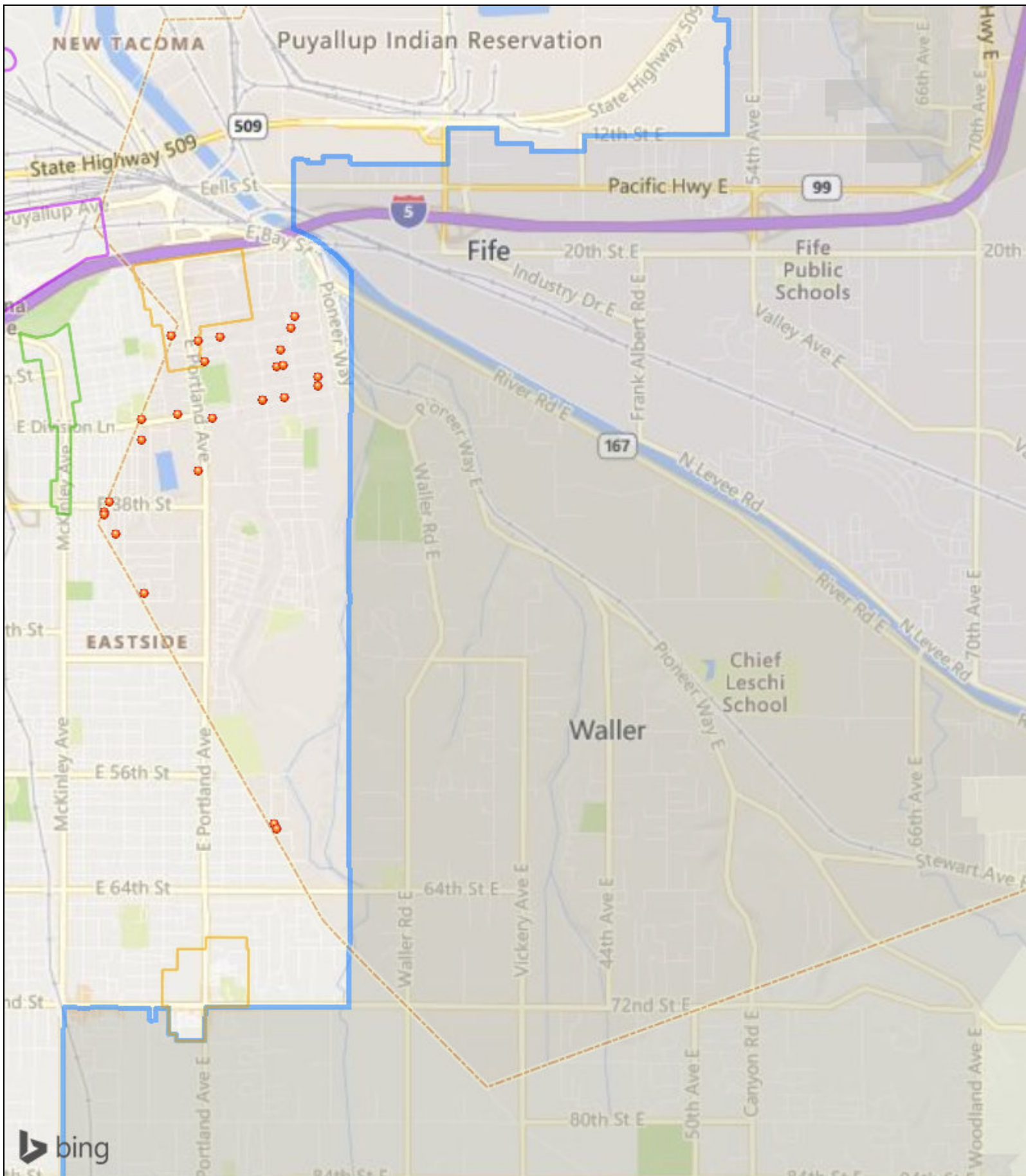
APPENDIX A
CITY OF TACOMA
SIDEWALK REPLACEMENT
LOCATION LIST

PW21-0748F Sidewalk Replacement, Puyallup Tribal Land
Contractor List
Sidewalk Replacement

Item No.	Location	Cement Concrete Sidewalk	Cement Concrete 6 Inch Section	Additional Info
1	1619 E 35TH ST	5'x5', 5'x5', private walk 2'x3'		
2	2041 E 35TH ST	2.5'x5' at 2031 E 35th St, 2.5'x5'		
3	2008 E 59TH ST	5'x5'		
4	2021 E 60TH ST	5'x5', 10'x5'		
5	2006 E COLUMBIA AVE	36.5'x5'	14'x5'	
6	1211 E FAIRBANKS ST	16'x5'		Ramp sidewalk for 16'x5' using TripStop
7	1417 E FAIRBANKS ST	45'x5', 20'x5'	26'x5'	Monolithic walk, Asphalt Pavement Repair 26'x2'
8	1618 E FAIRBANKS ST	11'x5', 20'x5'		
9	2035 E FAIRBANKS ST	7.5'x5', 10'x5', 7.5'x5'		
10	2031 E HARRISON ST	5'x5'		
11	2039 E HARRISON ST	5'x5'		
12	3805 E J ST	20'x5'		
13	3811 E J ST	7.5'x5', 25'x5'	19'x5'	
14	3736 E K ST	5'x5'		
15	3847 E K ST	40'x5'		
16	3577 E L ST	30'x5', 5'x5'	15'x5'	Asphalt Pavement Repair 15'x2' & 15'x2'
17	1323 LENNOX PL	32.5'x5'		
18	4322 E M ST	11.5'x5', 26.5'x5'	12.5'x5'	Asphalt Pavement Repair 12.5'x2'
19	2236 E MORTON ST	7.5'x5', 12.5'x5'		
20	2239 E MORTON ST	5'x5'		
21	3630 E PORTLAND AVE	8'x7'		
22	3307 E ROOSEVELT AVE	7.5'x5'		
23	2005 E SHERMAN ST	6.5'x5', 27'x5'		
24	3532 E T ST	5'x5' on Fairbanks and 7.5'x5', 12.5'x5', 5'x5', 5'x5' on "T"	15'x5'	
25	1427 E WRIGHT AVE	21'x5'	15'x5'	Asphalt Pavement Repair 15'x2'
26	1614 E WRIGHT AVE	10'x5', 16'x5'		Ramp sidewalk for 10'x5' and 16'x5' using TripStop
27	1654 E WRIGHT AVE	9'x5', 5'x5', 5'x5', 5'x5'		
28	2213 E WRIGHT AVE	4'x5'		

Cement Concrete 6 Inch Section is Sidewalk Within a Driveway or Alleyway
Refer to TripStop details provided in this Appendix

Sidewalk Replacement, Puyallup Tribal Lands





Preventive Strategy Innovation in Sidewalk Maintenance



TripStop™ is a dynamic sidewalk joint system that eliminates trip hazards on concrete sidewalks due to sidewalk slab displacement from tree root invasion, soil movement or thermal expansion.

TripStop™ is the long-term solution for city sidewalk maintenance. It's a preventative strategy engineered to retain durability and shape throughout the lifespan while ensuring sidewalk integrity and protecting trees from root trimming. This environmental green product manufactured from Virgin PVC will not warp, rot, peel, blister or discolor by UV effects.

TripStop™ moves dynamically with tree roots ensuring sidewalk integrity and protecting trees from the extreme step of root trimming.

COMPLIANCE

Access® Products are in full compliance with ADA Accessibility Guidelines and state requirements. Access® Products is your one stop source for all sidewalk joint, tactile and emergency photoluminescent systems for internal and external applications while providing a complete range of products designed for safety, convenience and code compliance.

PRODUCT FEATURES

- Compact design and lightweight construction
- TripStop™ joint allows sidewalk slabs to move uniformly with tree root growth, soil movement and thermal expansion
- All TripStop™ products come as a complete product set, including TripStop Pegs and Wedges
- Exceptional performance in all weather conditions
- Versatile and easy installation
- Customizable sizes
- TripStop™ preserves mature trees and benefits the environment
- Maintenance free 10 year warranty

See back for details.



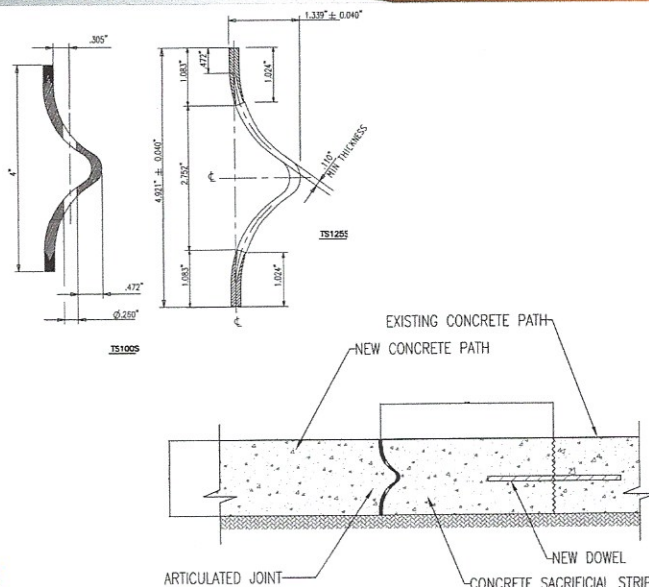
TripStop™ prevents trip hazards from uneven sidewalks

TripStop™ Creates Safer Sidewalks

Prevents trip hazards created from misaligned or isplaced pedestrian walkways. The ADA considers 1/4" to be the maximum allowable variance in walking surfaces.

TripStop™ Saves Costs

Contractors save since it eliminates work involved with cutting control joints during the finishing process. Cities benefit from a 50% to 75% decrease in sidewalk life cycle costs and the elimination of yearly grinding or patching maintenance.

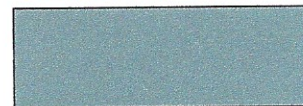


TripStop™ Benefits the Environment

TripStop™ is an environmentally green product because it is recycleable and preserves urban trees. The service life of the sidewalk is extended, which means: less waste from construction activity and fewer greenhouse gas emissions from concrete production and service vehicles.

Part No.	Dimensions H x L	Galvanized Steel Pin Part No.	Galvanized Steel Pin Size & Quantity	Sidewalk Slab Dimensions H x L x W
TS4-4	4" X 48"	TSP4	10" X 3 PINS	4 X 48 X 48
TS4-5	4" X 60"	TSP4	10" X 4 PINS	4 X 60 X 60
TS5-4	5" X 48"	TSP5	12" X 3 PINS	5 X 48 X 48
TS5-5	5" X 60"	TSP5	12" X 4 PINS	5 X 60 X 60
TS5-10	5" X 120"	TSP5	12" X 8 PINS	5 X CUT TO FIT

STANDARD COLOR



Light Grey

Contact us for a quick quote or to obtain more information about our innovative solutions for sidewalk or path installation.

Access Products Inc.

241 Main Street, Suite 100
Buffalo, NY 14203
USA

Phone: 888.679.4022
Fax: 877.679.4022
www.tripstop.us

www.tripstop.us

ARTICULATING SIDEWALK JOINT SYSTEM

Part 1 - General

1.01 SECTION INCLUDES

- A. Supply and installation of articulating sidewalk joint system products.

1.02 RELATED REQUIREMENTS

- A. Cast-in-place concrete [Section 03 30 00]
- B. Concrete finishing [Section 03 35 00]
- C. Concrete forming [Section 03 11 00]
- D. Concrete reinforcement [Section 03 20 00]

1.03 REFERENCES

- A. Articulating sidewalk joint system to conform to:
 - 1. ASTM D1752-04a Standard Specification for Expansion Joint Fillers for Concrete Paving and Structural Construction.
 - 2. Americans with Disabilities Act (ADA) of 1990 and Architectural Barriers Act Accessibility Guidelines, as revised July 23, 2004.
 - 3. California Government Code Section 4459 C Accessibility Regulations for the California Building Standards Code.

1.04 PRE-INSTALLATION MEETINGS

- A. Convene with related trades [one] week prior to commencing work of this Section [under provisions of] [Division 01-General Requirements] [Section 01 33 19.33].

1.05 SUBMITTALS

- A. Submit the following in accordance with [Section 01 33 00 – Submittal Procedures]:
 - 1. Product Data: Joint system manufacturer's printed product literature for materials used in system.
 - 2. Shop Drawings: Provide drawings showing details, dimensions, extent of work, and other data necessary for the satisfactory installation of the products stated herein.
 - 3. Samples: 6" (150 mm) size for review and acceptance. Label samples with origin and intended use.
 - 4. Manufacturer's Instructions: Pre-printed material describing installation of product, system or material, including design considerations.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: minimum of 5 years manufacturing experience with similar material.
- B. Installer Qualifications: installers shall submit certification of being trained/authorized by manufacturer within 3 years.

1.07 DELIVERY, STORAGE AND HANDLING

- A. Handle and store products in a manner to prevent damage, adulteration, deterioration and soiling to products, and in accordance with manufacturer's instructions.
- B. Store packaged or bundled products off ground in original and undamaged containers and packaging with manufacturer's seals and labels intact. Do not remove from packaging or containers until required in the Work.
- C. Store products subject to damage from weather in weatherproof enclosures.

Part 2 - Products

2.01 MANUFACTURER

- A. This articulating sidewalk joint system specification is based on Tripstop™ products being manufactured by Access Products Inc. 241 Main St., Suite 100, Buffalo, NY 14203 Tel: 888-679-4022; Fax: 877-679-4022; Email: info@accessproducts.com; Web: tripstop.us
- B. Substitution of products or materials not permitted unless manufacturers show proof that products have an equivalent range of physical properties and have been in successful service for a minimum period of 5 years.
- C. Accompany substitution requests with evidence substantiating equivalence in test data and in quality, including technical data sheet and formal 3-Part specification.

2.02 DESIGN CRITERIA

- A. Independent laboratory testing to verify the following when tested under conditions simulating tree root invasion, thermal expansion and/or soil heave, at up to 10 times the design load for sidewalk construction.
 - 1. Load Characteristics: Articulating expansion joint to satisfy ADA performance criteria of 1/4" (6.35 mm) maximum allowable stepping displacement (the difference between the vertical movements of adjoining slabs) when tested under various loading conditions.
 - 2. Creep Displacement: Maximum creep displacement (additional stepping displacement) to be negligible under sustained loading when recorded over a test period of six (6) weeks.
 - 3. Freeze/Thaw Characteristics: Maximum stepping displacement of 1.8" (45.7 mm) when tested under load at twice the design load for sidewalk construction at a temperature of -22°F (-30°C).

2.03 MATERIALS

- A. Articulating sidewalk joint: TripStop S-series pre-engineered, patented, engineered polymer, grey color joint strips, [6" (150mm)] [5" (125 mm)] [4" (100 mm)] [3" (75mm)] height x length to suit width of sidewalk, and as per the following physical properties:

Typical Properties	Nominal Value	ASTM Test Method
Water Absorption	0.15%	D570
Tensile Modulus	350,000 psi	D638
Tensile Strength	6250 psi	D638
Flexural Strength	9800 psi	D790
Flexural Modulus	335,000 psi	D790
Notched Izod Impact	14.0 ft lb/in	D256A
Tear Resistance	350	D634
Specific Gravity	1.29	D792
Durometer Hardness D Scale (15 sec)	75	D2240
Elongation %	435	D638 Type IV
Brittle Point (tb) F	-37 (passed)	D746
Ozone Resistance	No Failure	D1149
Salt Spray	200 hours, no deterioration	ASTM B117-03

- B. Steel installation pins: 1/4" (6.35 mm) diameter x [10" (250 mm)] [and] [12" (305 mm)] length as required, galvanized to ASTM A123/A123M-02.

Part 3 - Execution

3.01 EXAMINATION

- A. Before installation, examine surfaces to which the Work of this Section depends. Notify [Contractor] if substrates do not comply with requirements of this Section.
- B. Do not proceed with Work of this Section until unsatisfactory conditions have been corrected.

C. Commencement of Work will imply acceptance of surfaces.

3.02 PREPARATION

A. Clean surfaces to remove grease, oil, frost or other matter that may affect bonding or installation of articulating sidewalk joint with concrete.

3.03 INSTALLATION

A. General

1. Install articulating joint strips where shown on drawings.
2. Unless otherwise indicated in the specifications, install products in accordance with manufacturer's printed instructions.
3. Install joint strips at 90° to sidewalk without deviation of more than 3° to line of walkway.
4. Ensure joint strips run full depth and width of slab, and flush with finished top surface of concrete. A 1/4" (6.35 mm) clearance space at each end is permitted if desired for edge tooling.
5. Set top elevation of joint strips to act as a screed guide for achieving desired slab thickness.
6. In the event joint strips are located below the finished concrete surface, use edging tool to form arris or sharp edge detail between slabs.
7. Do not allow joint strips to be higher than the surface of the finished sidewalk under any circumstance.
8. Level sub-base using bottom of joint strips so that joint strips sit flat without gaps on underside.

B. Steel installation pins:

1. Secure sidewalk joint strips using galvanized steel pins of size, number and spacing recommended by manufacturer.
2. Drive pins into ground using the factory pre-drilled holes in joint strips to hold strips plumb, level and at 90° plane to finished surface of sidewalk.

3. Ensure top of pins are left visible just slightly above holes on joint strips.
- C. Cutting articulating joint strips:
1. Use only hand or power saws in accordance with manufacturer's written installation instructions. Do not use chain saw, hand-held portable saw or tool with blade used for ripping.
 2. Use appropriate full personal protective gear when cutting.
 3. Do not cut joint strips less than 4" (100 mm) length using power equipment.

3.04 FIELD QUALITY CONTROL

A. Special Inspection Coordination:

1. Notify [Engineer] upon completion of Work of this Section prior to placement of concrete for field inspection approval.

SPEC NOTE: In Cast-in-Place Section [03 30 00], specify concrete is to be placed without displacing expansion joint strips from their proper position and ensure maximum contact between joint strips and concrete. Use top surface of joint strips as screed guide to achieve desired slab thickness. Finish sidewalk surface according to accepted finishing procedures.

3.05 CLEANING

- A. When the Work is Totally Performed, remove surplus products, tools and waste products and debris other than that caused by the Owner or other Contractors.

3.06 WASTE MANAGEMENT AND DISPOSAL

- A. Separate waste materials for [reuse] [and] [recycling] at nearest used building materials facility.

END OF SECTION

APPENDIX B

CITY OF TACOMA

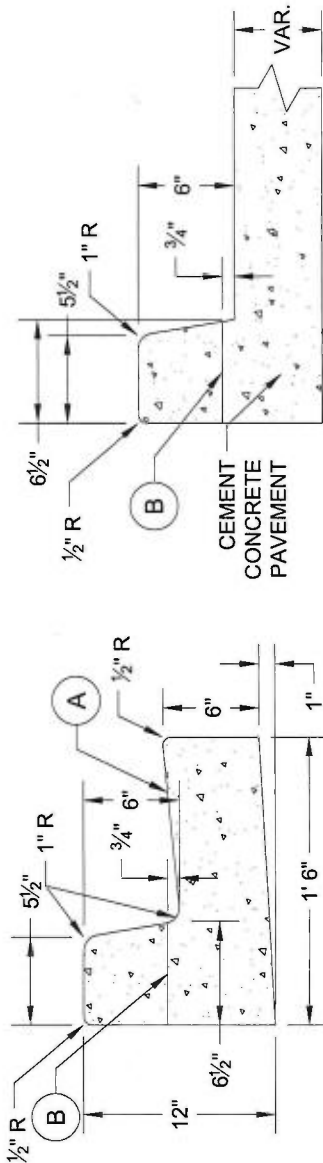
AND

WSDOT STANDARD PLANS

NOTES:

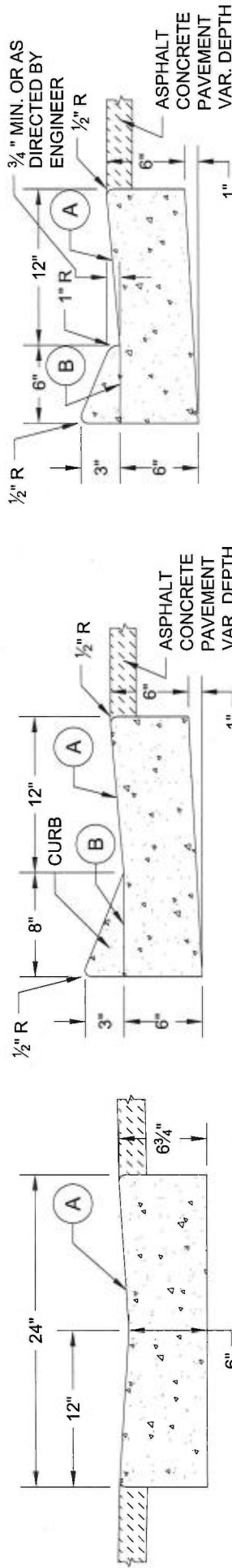
A When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.

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



CEMENT CONCRETE TRAFFIC CURB & GUTTER

INTEGRAL CEMENT CONCRETE TRAFFIC CURB



CEMENT CONCRETE VALLEY GUTTER

TYPE "C" MOUNTABLE CEMENT CONCRETE CURB & GUTTER

TYPE "D" MOUNTABLE CEMENT CONCRETE CURB & GUTTER

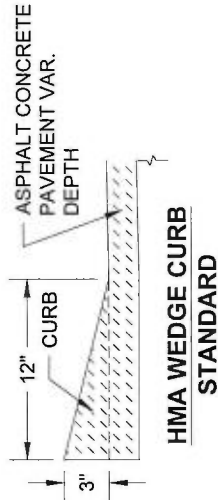
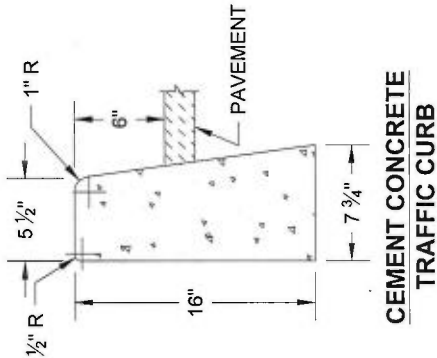
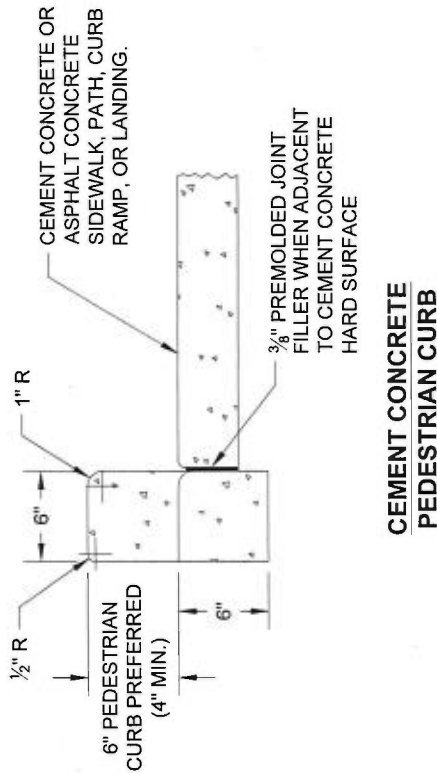
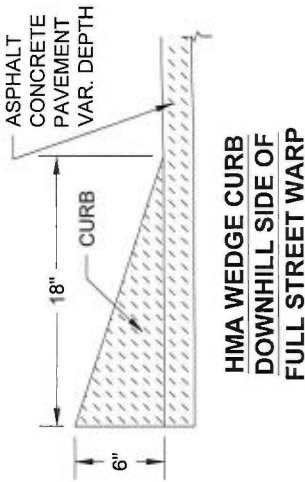
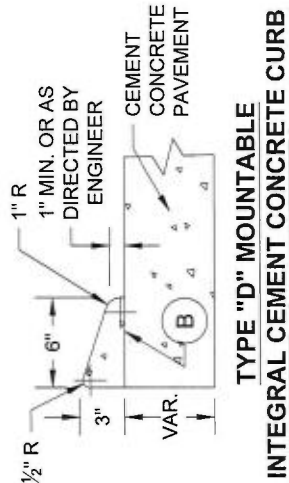
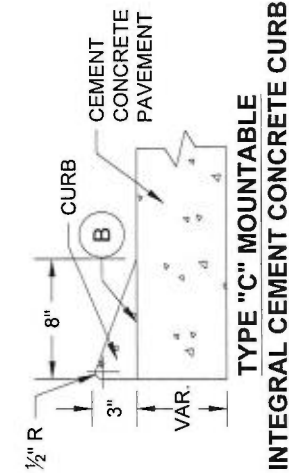
NOTES:

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

<p>DCS</p>	<p>REVIEWED BY <u>GMS</u></p>	<p>CITY OF TACOMA</p>
<p>PUBLIC WORKS</p>	<p>ENVIRONMENTAL SERVICES</p>	<p>CEMENT CONCRETE CURB AND GUTTER</p>
<p><u>NA</u></p>	<p><u>NA</u></p>	<p>STANDARD PLAN NO. SU-03</p>
<p>TACOMA POWER</p>	<p>TACOMA WATER</p>	<p>CITY ENGINEER <u>8/16/16</u> DATE</p>

NOTE:

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



NOTES:

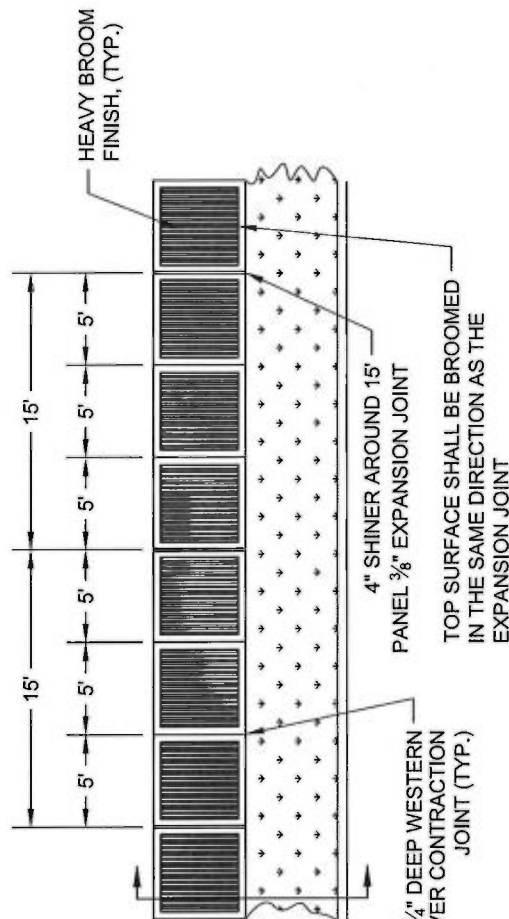
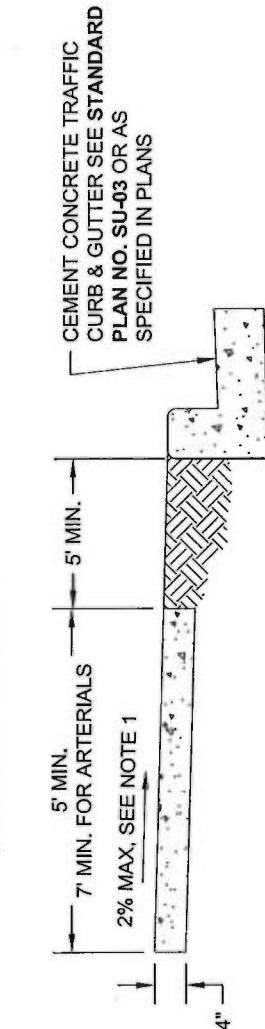
- For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
- In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
- All joints shall be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

<p>DCS</p> <p>PUBLIC WORKS</p> <p>NA</p> <p>TACOMA POWER</p>	<p>REVIEWED BY GMS</p> <p>ENVIRONMENTAL SERVICES</p> <p>NA</p> <p>TACOMA WATER</p>	<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i></p> <p>CITY ENGINEER</p> <p>DATE 8/16/14</p>	<p>CITY OF TACOMA</p> <p>CEMENT CONCRETE CURB AND GUTTER AND ASPHALT WEDGE CURB</p> <p>STANDARD PLAN NO. SU-03A</p>
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CEMENT CONCRETE TRAFFIC
CURB & GUTTER SEE STANDARD
PLAN NO. SU-03 OR AS
SPECIFIED IN PLANS

1. Sidewalks shall be designed and constructed in accordance with 2010 ADA Standards, 28 CFR, Part 35 and as supplemented by the Public Right of Way Accessibility Guidelines (PROWAG). City of Tacoma prefers sidewalk cross slopes to be designed to a maximum of 1.5% and a minimum of 1.0%
2. When placing walk adjacent to existing curb and gutter, curb and gutter will be repaired as necessary before placing concrete forms for walk.
3. Staking is required where no curb is present.
4. Thickened edge shall be constructed using cement concrete on all radii. All other locations shall be backfilled and compacted.
5. Combination walk shall be 7' min. on all commercial sites and arterial streets. Combination walk shall be a minimum of 5' on non arterial streets. Dimensions are from back of curb to back of walk. See contract plans for width and placement of sidewalk.
6. All expansion joints shall be full depth with $\frac{3}{8}$ " premolded joint filler.
7. All joints shall be cleaned and edged. External edges shall be $\frac{1}{2}$ " radius. Internal joints shall be $\frac{1}{4}$ " radius.
8. All soft and yielding foundation material shall be removed and replaced with crushed surfacing top course (CSTC) per Section 9-03.9(3) of the WSDOT Standard Specifications.
9. All sidewalk shall be replaced to the nearest expansion or contraction joint. All joints shall be saw cut full depth prior to restoration and $\frac{3}{8}$ " expansion joint installed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
10. For sidewalks within the North Slope Historical District area use Standard Plan HD-NS03. See Standard Plan HD-NS01 for North Slope Historic District site map.

CEMENT CONCRETE TRAFFIC
CURB & GUTTER SEE STANDARD
PLAN NO. SU-03 OR AS
SPECIFIED IN PLANS



TOP SURFACE SHALL
BE BROOMED IN THE
SAME DIRECTION AS
THE EXPANSION JOINT

4" SHINER AROUND
15' PANEL $\frac{3}{8}$ "
EXPANSION JOINT

3/8" EXPANSION JOINT
TO MATCH CURB
JOINTS NOT TO
EXCEED 15'

REVIEWED BY

PUBLIC WORKS

ENVIRONMENTAL
SERVICES

TACOMA POWER

TACOMA WATER

APPROVED FOR PUBLICATION

CITY ENGINEER



CITY OF TACOMA

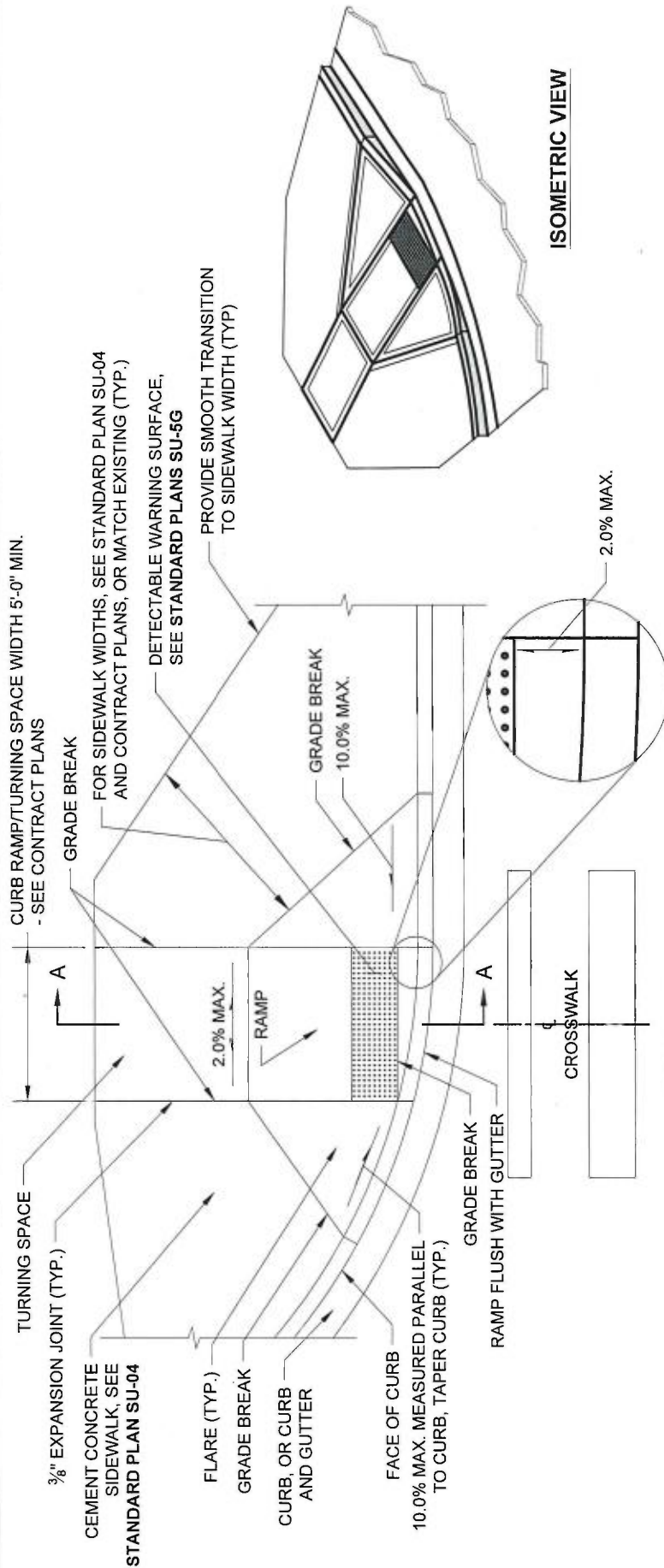
**CEMENT CONCRETE
SIDEWALK**

SU-04
STANDARD PLAN NO.

GENERAL NOTES:

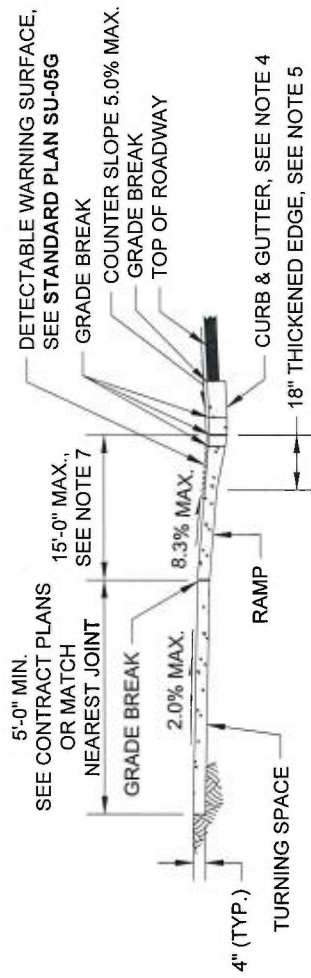
1. Provide a separate directional curb ramp for each marked or unmarked crosswalk. Directional curb ramps are preferred over 45 degree ramps. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown on the Contract Plans. The curb ramp centerline shall be parallel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

 REVIEWED BY <u>GMS</u>			APPROVED FOR PUBLICATION		CITY OF TACOMA CURB RAMP DETAILS GENERAL INFORMATION STANDARD PLAN NO. SU-05
PUBLIC WORKS <u>NA</u>	ENVIRONMENTAL SERVICES <u>NA</u>		 CITY ENGINEER	<u>8/16/16</u> DATE	



PLAN VIEW

ISOMETRIC VIEW



SECTION DETAIL A-A

NOTES:

See Standard Plan SU-05 for referenced notes

LEGEND

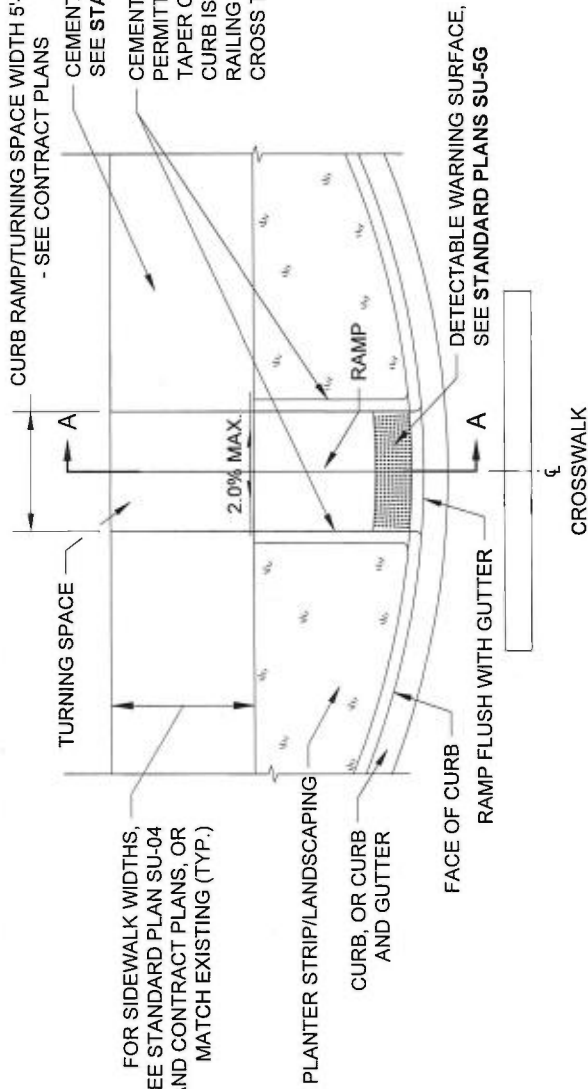
— SLOPE IN EITHER DIRECTION

<p>DCS REVIEWED BY GMS</p>	<p>PUBLIC WORKS ENVIRONMENTAL SERVICES</p>	<p>TACOMA POWER TACOMA WATER</p>
	<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i> 8/16/16</p>	<p>CITY OF TACOMA</p> <p>PERPENDICULAR CURB RAMP TYPE 'A'</p> <p>STANDARD PLAN NO. SU-05A</p>
<p>CITY ENGINEER</p>	<p>DATE</p>	

CURB RAMP/TURNING SPACE WIDTH 5'-0" MIN.
- SEE CONTRACT PLANS

CEMENT CONCRETE SIDEWALK,
SEE STANDARD PLAN SU-04

CEMENT CONCRETE PEDESTRIAN CURB
PERMITTED ADJACENT TO LANDSCAPING,
TAPER CURB, SEE NOTE 4. IF PEDESTRIAN
CURB IS NEEDED AT OTHER LOCATIONS,
RAILING MAY BE REQUIRED TO PREVENT
CROSS TRAVEL.



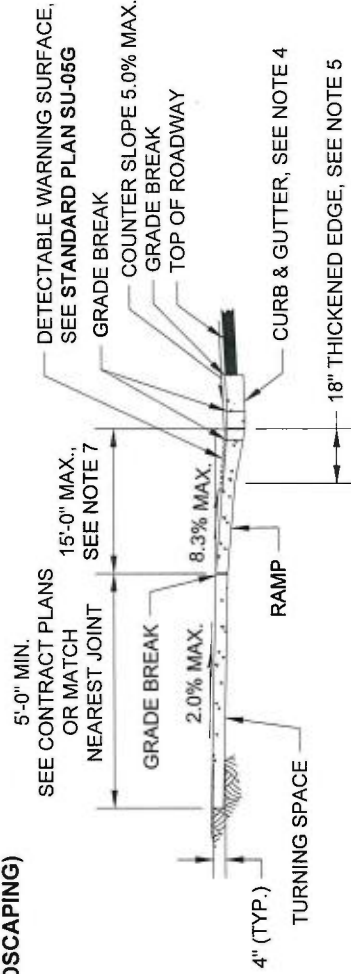
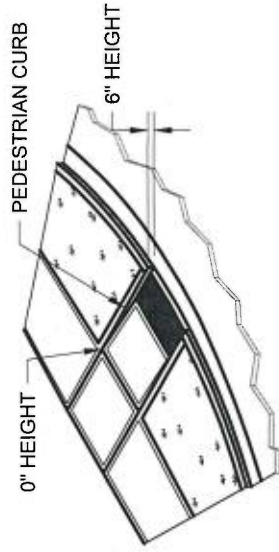
CROSSWALK

PLAN VIEW

(SHOWN WITH PLANTER STRIP/LANDSCAPING)

ISOMETRIC VIEW

(SHOWN WITH PLANTER STRIP/LANDSCAPING)



SECTION DETAIL A-A

NOTES:

See Standard Plan SU-05 for referenced notes

LEGEND

— SLOPE IN EITHER DIRECTION

DCS REVIEWED BY GMS

PUBLIC WORKS ENVIRONMENTAL SERVICES

TACOMA POWER NA TACOMA WATER

APPROVED FOR PUBLICATION

CITY OF TACOMA

CITY ENGINEER *[Signature]* DATE 8/16/16

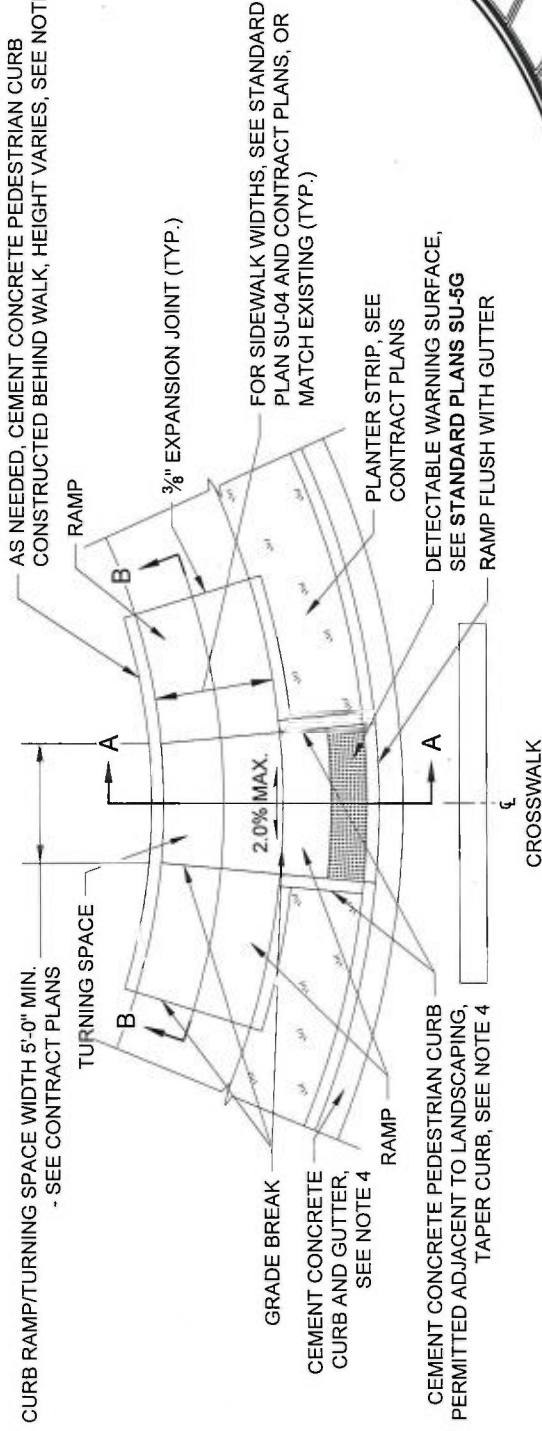
PERPENDICULAR CURB RAMP TYPE 'B'

STANDARD PLAN NO. SU-05B



NOTES:
See Standard Plan SU-05 for referenced notes

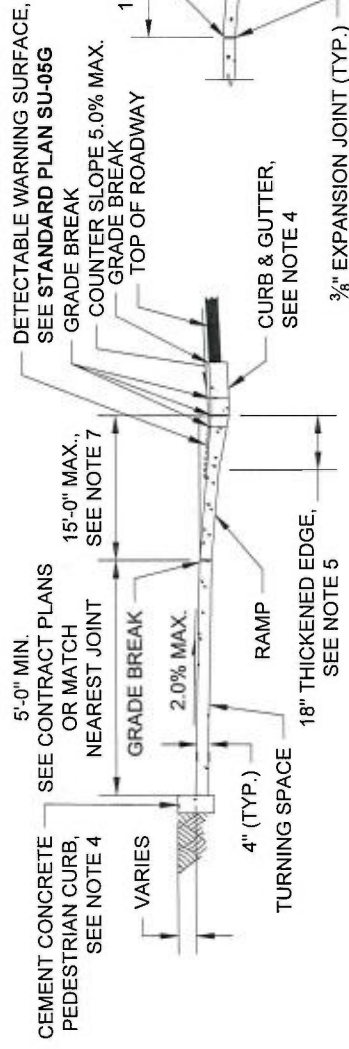
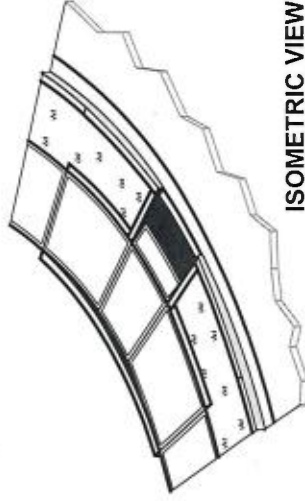
LEGEND
SLOPE IN EITHER
DIRECTION



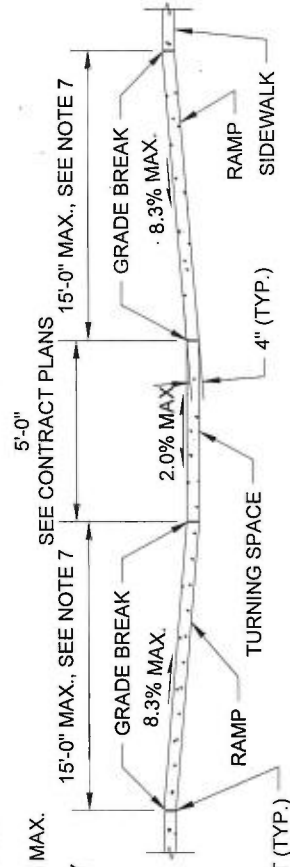
CROSSWALK

**PLAN VIEW
(WITH PLANTER STRIP/LANDSCAPING)**

ISOMETRIC VIEW



SECTION DETAIL A-A



SECTION DETAIL B-B

<p>DCS</p>	<p>REVIEWED BY PUBLIC WORKS</p>	<p>APPROVED FOR PUBLICATION</p>	<p>CITY OF TACOMA</p>
<p>GMS</p>	<p>ENVIRONMENTAL SERVICES</p>	<p>COMBINATION CURB RAMP</p>	<p>SU-05C</p>
<p>NA</p>	<p>TACOMA POWER</p>	<p>CITY ENGINEER</p>	<p>STANDARD PLAN NO.</p>
<p>DATE</p>	<p>8/16/16</p>	<p>DATE</p>	<p>SU-05C</p>

STANDARD PLAN NO. SU-05D



NOTES:

See Standard Plan SU-05 for referenced notes

LEGEND

SLOPE IN EITHER
DIRECTION



DCS REVIEWED BY GMS

PUBLIC WORKS	ENVIRONMENTAL SERVICES
NA	NA

TACOMA POWER

TACOMA WATER

APPROVED FOR PUBLICATION

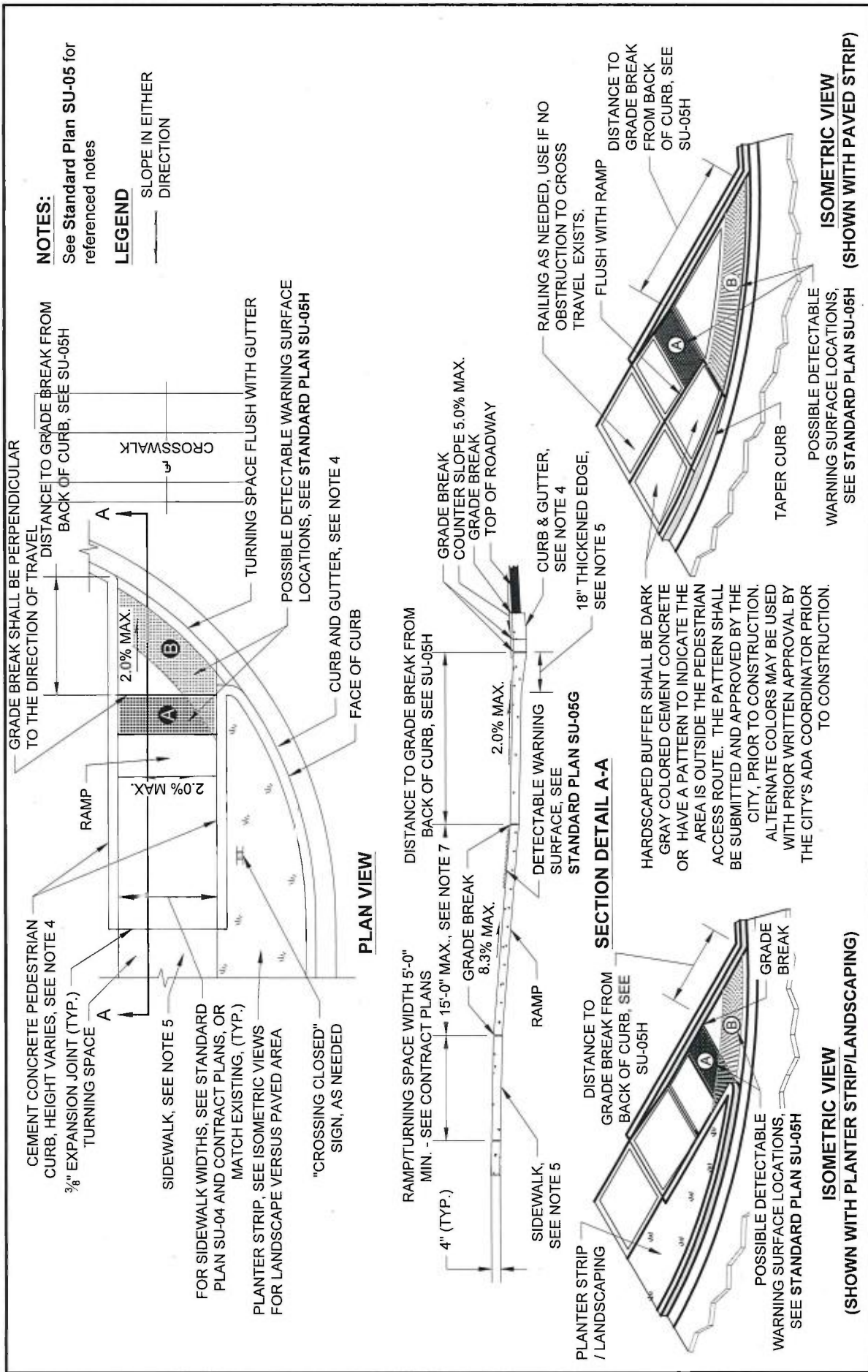
CITY OF TACOMA

PARALLEL CURB RAMP
TYPE 'B'

STANDARD PLAN NO.:

SU-05E

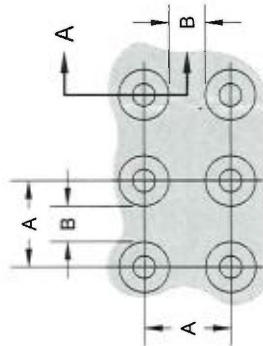
DATE _____



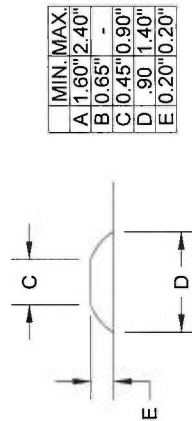
CITY OF TACOMA	APPROVED FOR PUBLICATION	
SINGLE DIRECTION CURB RAMP	 CITY ENGINEER	DATE 8/16/16
STANDARD PLAN NO. SU-05F	REVIEWED BY DCS PUBLIC WORKS TACOMA POWER	REVIEWED BY GMS ENVIRONMENTAL SERVICES TACOMA WATER

NOTES:

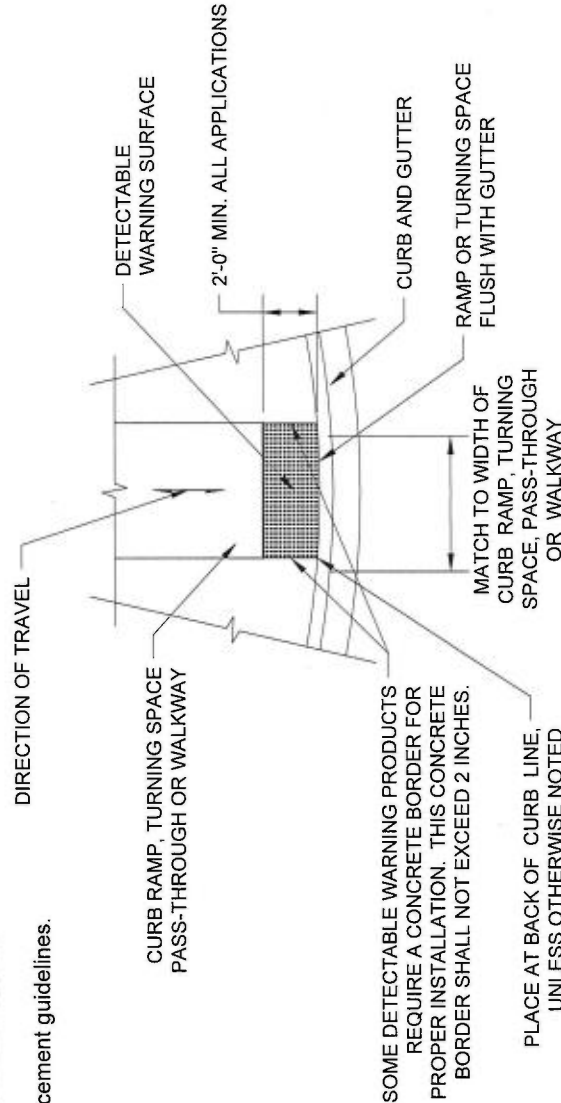
1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares) or the turning area.
2. The rows of truncated domes in a Detectable Warning Surface shall be parallel with the direction of wheelchair travel.
3. See **Standard Plans SU-04** through **SU-05F** for sidewalk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



TRUNCATED DOME DETAILS
TRUNCATED DOME SPACING



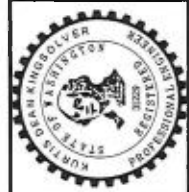
SECTION DETAIL A-A
TRUNCATED DOME



DETECTABLE WARNING SURFACE DETAIL

REVIEWED BY GMS
PUBLIC WORKS
TACOMA POWER

ENVIRONMENTAL SERVICES
NA
TACOMA WATER



APPROVED FOR PUBLICATION

[Signature]
CITY ENGINEER

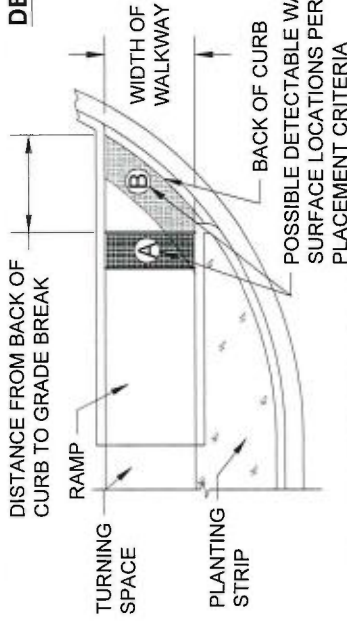
DATE 8/16/16

CITY OF TACOMA

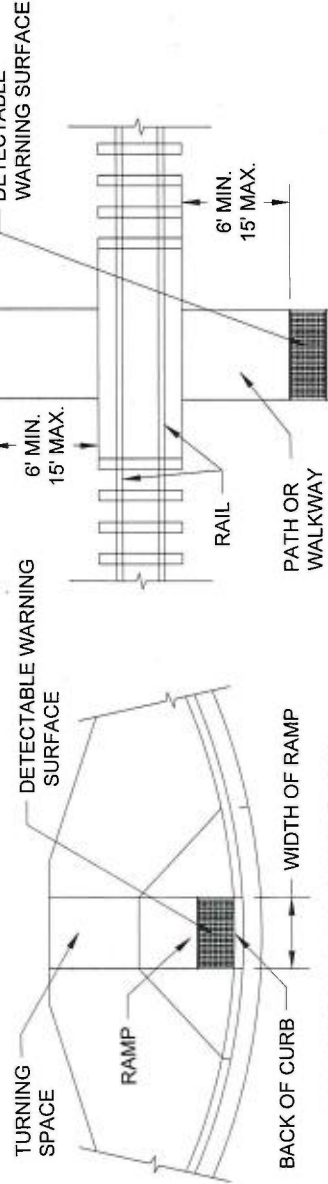
DETECTABLE WARNING SURFACE DETAILS

STANDARD PLAN NO. SU-05G

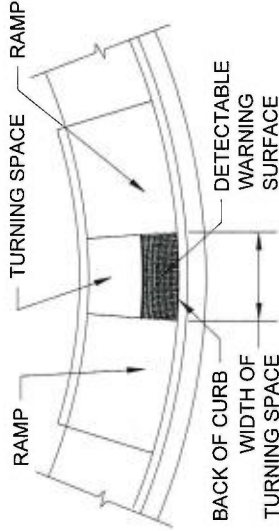
DETECTABLE WARNING PLACEMENT CRITERIA FOR SINGLE DIRECTIONAL CURB RAMP



SINGLE DIRECTION CURB RAMP



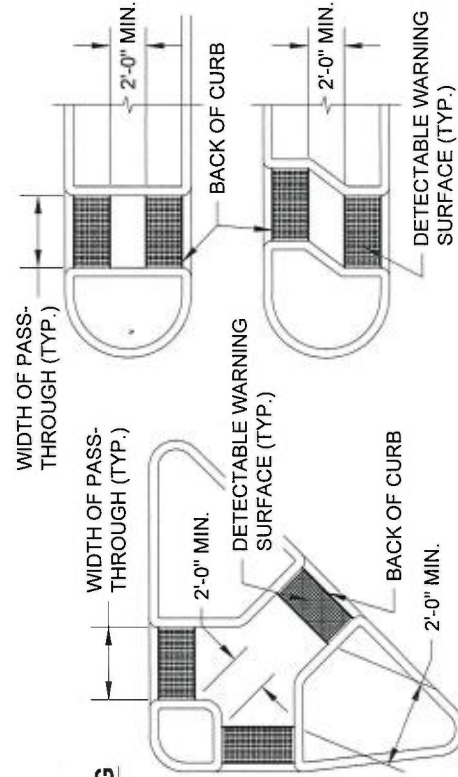
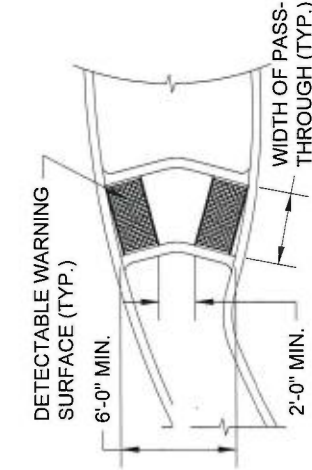
PERPENDICULAR CURB RAMP (SEE SU-05A AND SU-05B)



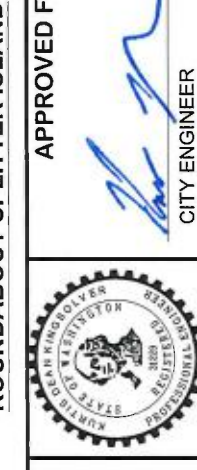
PARALLEL CURB RAMP (SEE SU-05C, SU-05D, AND SU-05E)



PEDESTRIAN RAILROAD CROSSING



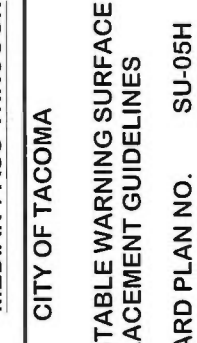
ROUNDABOUT SPLITTER ISLAND



ISLAND PASS-THROUGH



MEDIAN PASS-THROUGH



NOTES:

1. The Detectable Warning Surface shall extend the full width of the curb ramp (exclusive of flares) or the turning space.
2. The edge of the Detectable Warning Surface shall be placed along the back of the curb line unless otherwise noted.
3. The Detectable Warning Surface shall be within 2" (max.) of the edge of the ramp.
4. The rows of truncated domes in the Detectable Warning Surface shall be parallel with the direction of travel.
5. See Standard Plans for sidewalk and curb ramp details.
6. If a curb is not present, place the Detectable Warning Surface at the edge of the pavement.
7. The Detectable Warning Pattern shall be installed using Vanguard ADA Systems, or Armor-Tile "Cast in Place Systems" as manufactured by Engineering Plastics Inc., or approved equal. Concrete shall be blocked out as required for the installation of the Detectable Warning Pattern material. See **Standard Plan SU-05G** for additional information.
8. The Detectable Warning Pattern area shall be yellow and shall match the color of Federal Standard 595a, Color Number 33538 unless otherwise noted.

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CITY OF TACOMA

DETECTABLE WARNING SURFACE
PLACEMENT GUIDELINES

STANDARD PLAN NO. SU-05H



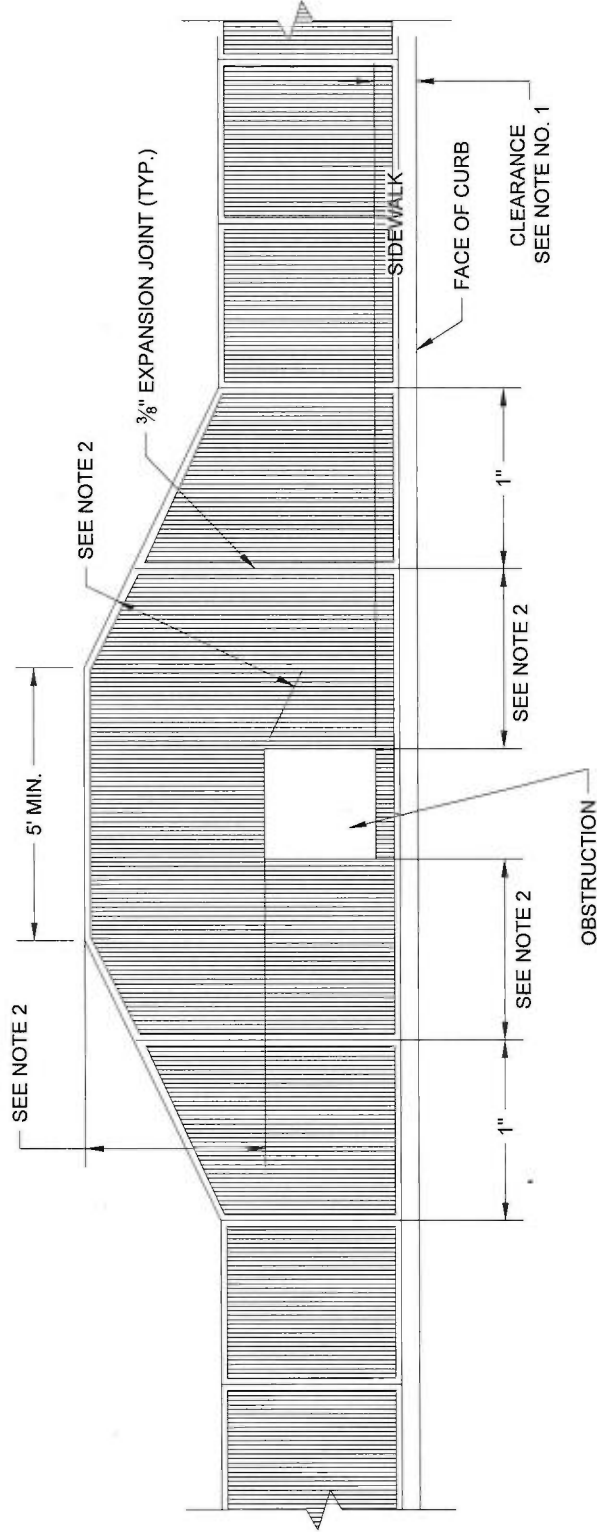
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CITY ENGINEER

DATE

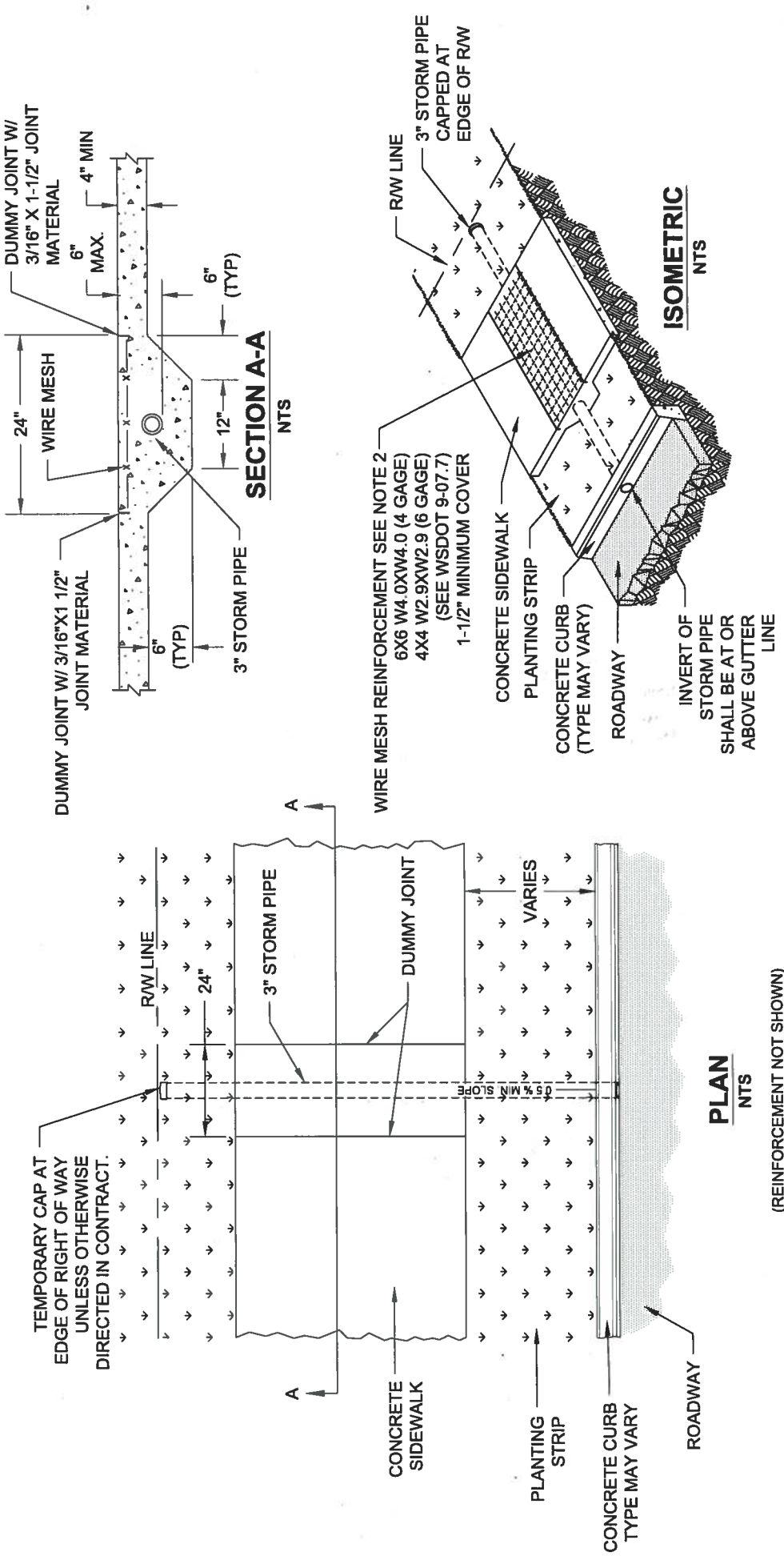
8/16/16

NOTES:

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



REVIEWED BY DCS PUBLIC WORKS TACOMA POWER		REVIEWED BY GMS ENVIRONMENTAL SERVICES TACOMA WATER		APPROVED FOR PUBLICATION  CITY ENGINEER		CITY OF TACOMA SIDEWALK CLEAR WIDTHS AND OBSTRUCTION GUIDELINES STANDARD PLAN NO. SU-06	
DATE 8/16/16		DATE		DATE		DATE	



NOTES:

1. For new pervious concrete sidewalk, place joint directly over centerline of pipe. When placing pipe under existing pervious sidewalk, restoration with impervious concrete will be allowed.
2. No mesh reinforcement to be used for pervious sidewalks.
3. Storm pipe shall be per the City Stormwater Management Manual Volume 3 for pipes within the right-of-way.

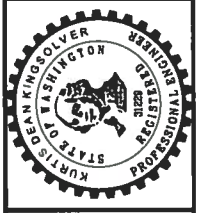
REVIEWED BY *gms*

PUBLIC WORKS *NA*

ENVIRONMENTAL SERVICES *NA*

TACOMA POWER

TACOMA WATER

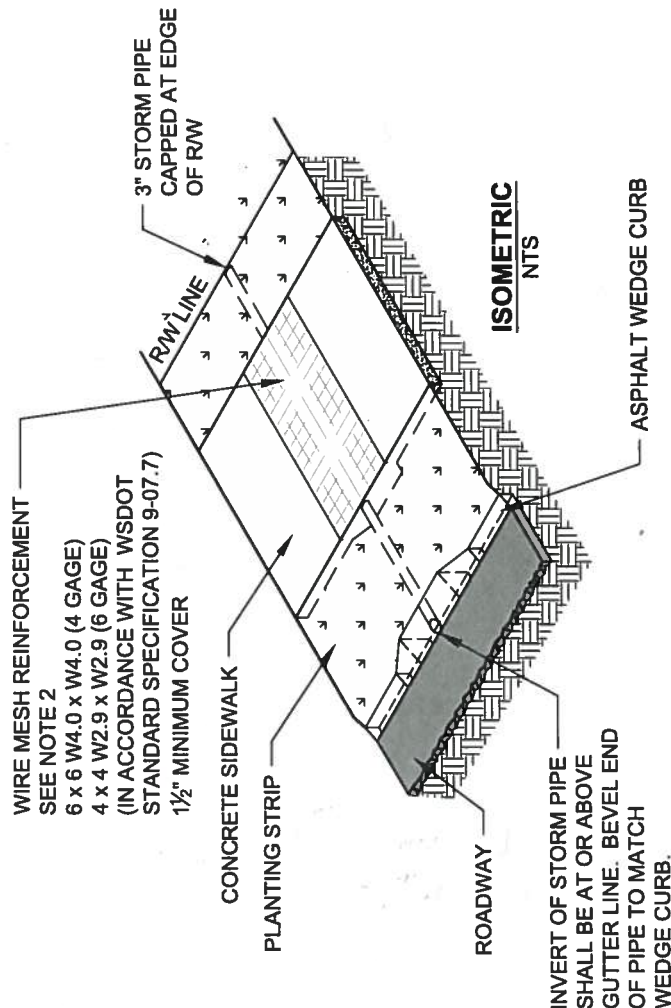
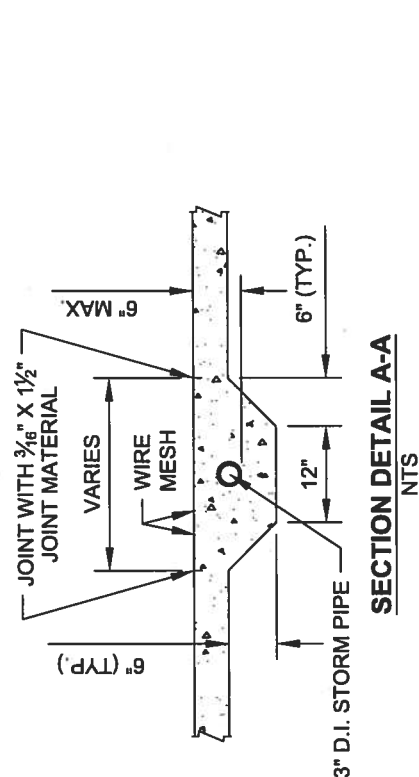
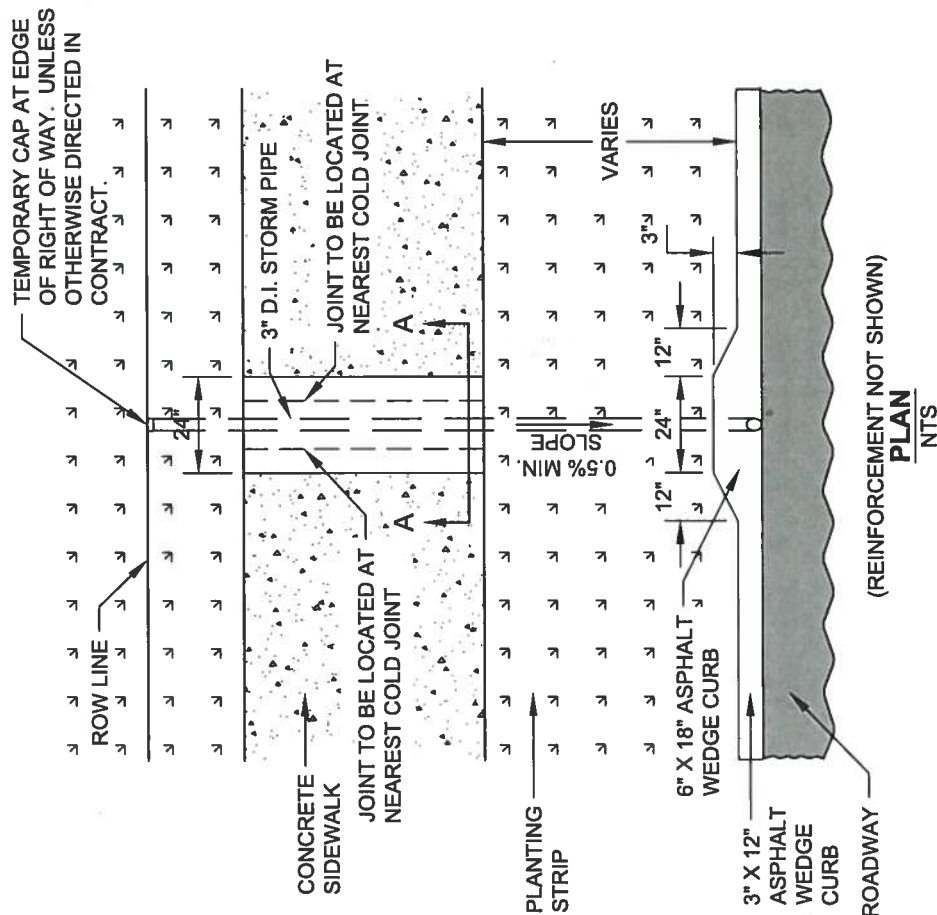


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CITY ENGINEER

DATE *4/4/12*



NOTES

- For new pervious concrete sidewalk, place joint directly over centerline of pipe. When placing pipe under existing pervious sidewalk, restoration with impervious concrete will be allowed.
- No mesh reinforcement shall be used in pervious sidewalks.
- Storm pipe material shall be ductile iron per the City Stormwater Management Manual Volume 3, for pipes within the Right-of-Way.

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PUBLIC WORKS *NA*

ENVIRONMENTAL SERVICES *NA*

TACOMA POWER

TACOMA WATER



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CITY OF TACOMA
STORM PIPE THROUGH
ASPHALT WEDGE CURB
CONNECTION

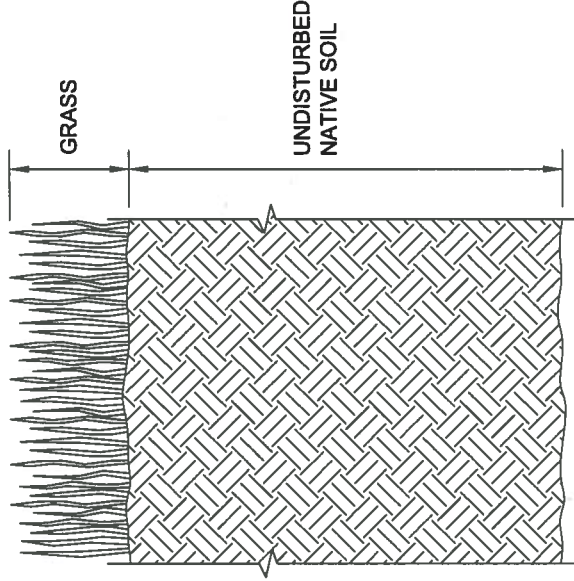
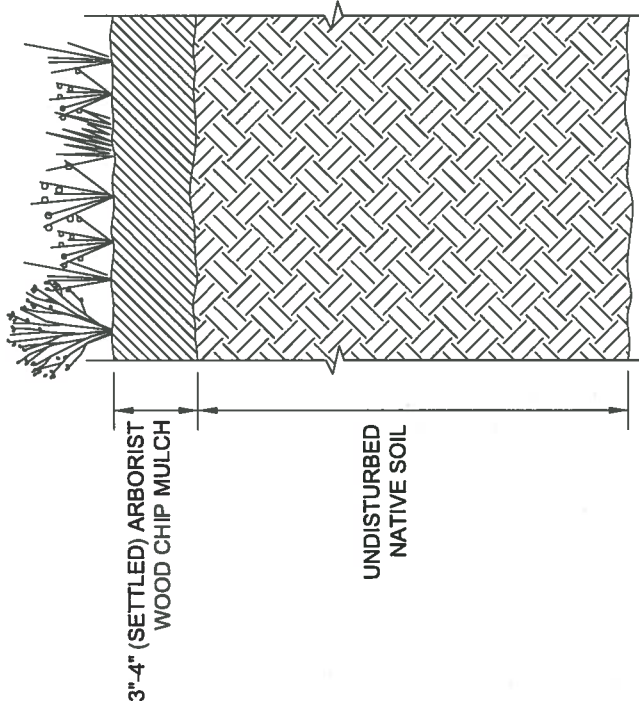
STANDARD PLAN NO. SU-29A

DATE

CITY ENGINEER

PLANTING BEDS

TURF (LAWN) AREAS



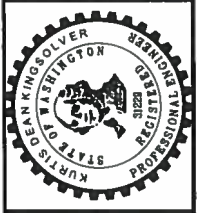
OPTION 1: Leave native vegetation and soil undisturbed, and protect from compaction during construction. Identify areas of the site that will not be stripped, logged, graded or driven on, and fence off those areas to prevent impacts during construction. If neither soils nor vegetation are disturbed,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

See SWMM BMP L613 for additional information.

DCS

PUBLIC WORKS
TACOMA POWER

ENVIRONMENTAL
SERVICES
TACOMA WATER



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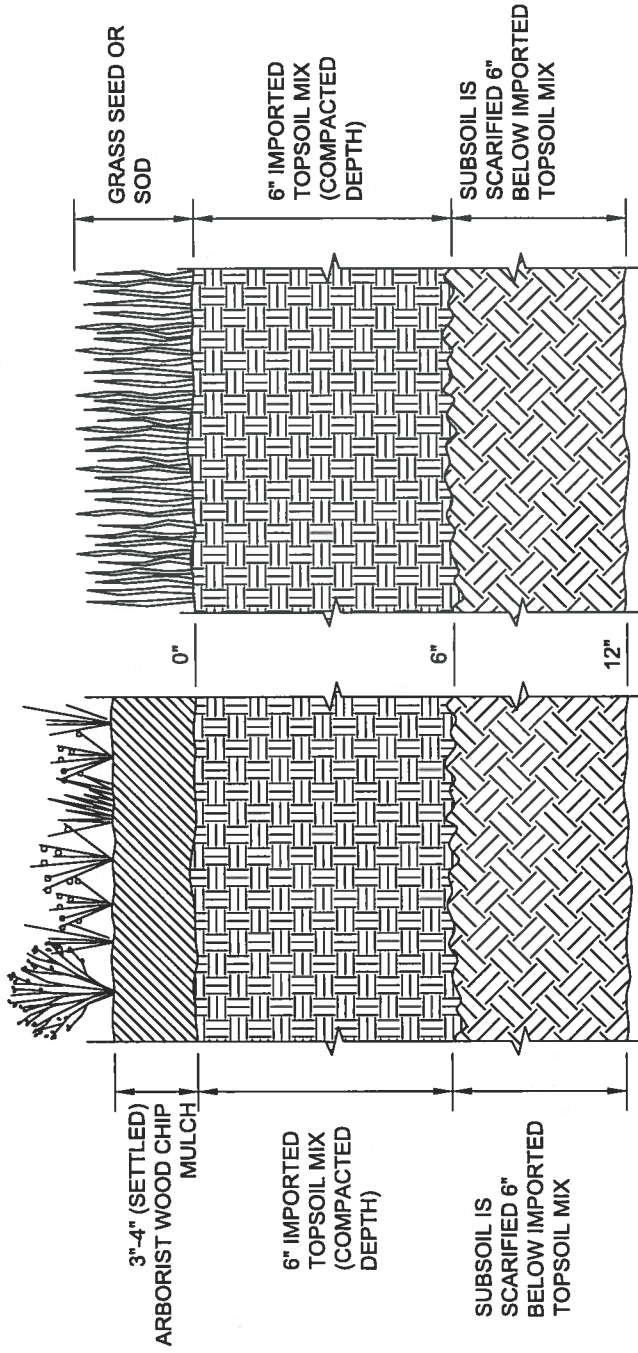
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CITY ENGINEER

DATE
7/24/16

CITY OF TACOMA
BMP L613 POST-CONSTRUCTION
SOIL QUALITY AND DEPTH
OPTION 1 - NO DISTURBANCE
STANDARD PLAN NO. GSI-01a

PLANTING BEDS

TURF (LAWN) AREAS



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

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

A. Planting Beds

Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

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

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

See SWMM BMP L613 for additional information.

B. Turf (Lawn) Areas

Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

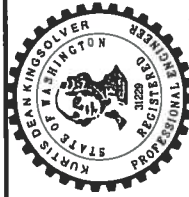
Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

REVIEWED BY *Grds*

PUBLIC WORKS ENVIRONMENTAL SERVICES

NA TACOMA POWER

TACOMA WATER



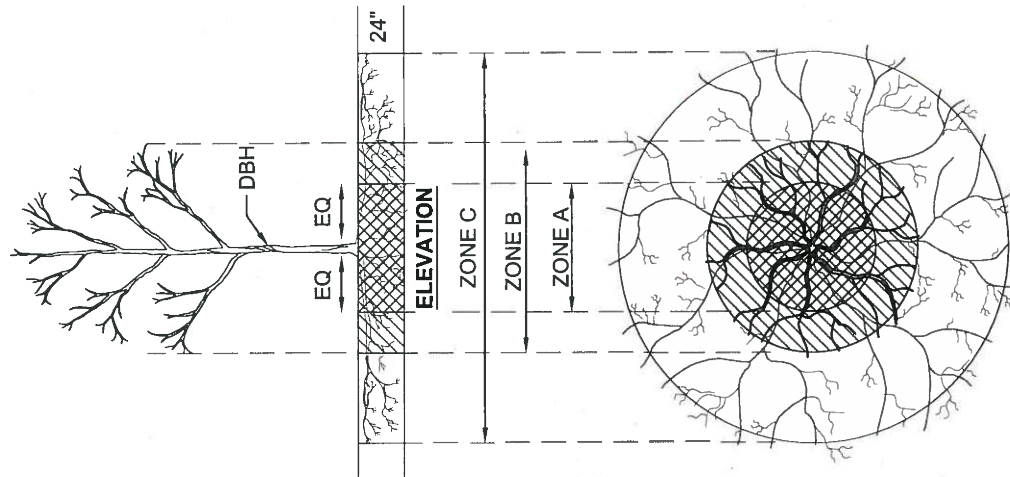
APPROVED FOR PUBLICATION

CITY OF TACOMA

BMP L613 POST CONSTRUCTION SOIL QUALITY AND DEPTH OPTION 4 - IMPORTED TOPSOIL

STANDARD PLAN NO. GSI-01d

[Signature] *4/21/16*
CITY ENGINEER DATE



PLAN

ZONE A (CRITICAL ROOT ZONE)

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

RESTRICTIONS

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

ZONE C (FEEDER ROOT ZONE)

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

RESTRICTIONS

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

ZONE B (DRIP LINE)

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

RESTRICTIONS

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

*SURFACE PROTECTION MEASURES

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

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DEPARTMENT OF PUBLIC WORKS

TREE PROTECTION
DURING CONSTRUCTION

STANDARD PLAN NO. LS-08

[Signature]
CITY ENGINEER
DATE 7/4/12

TREE PROTECTION ZONE (TPZ)

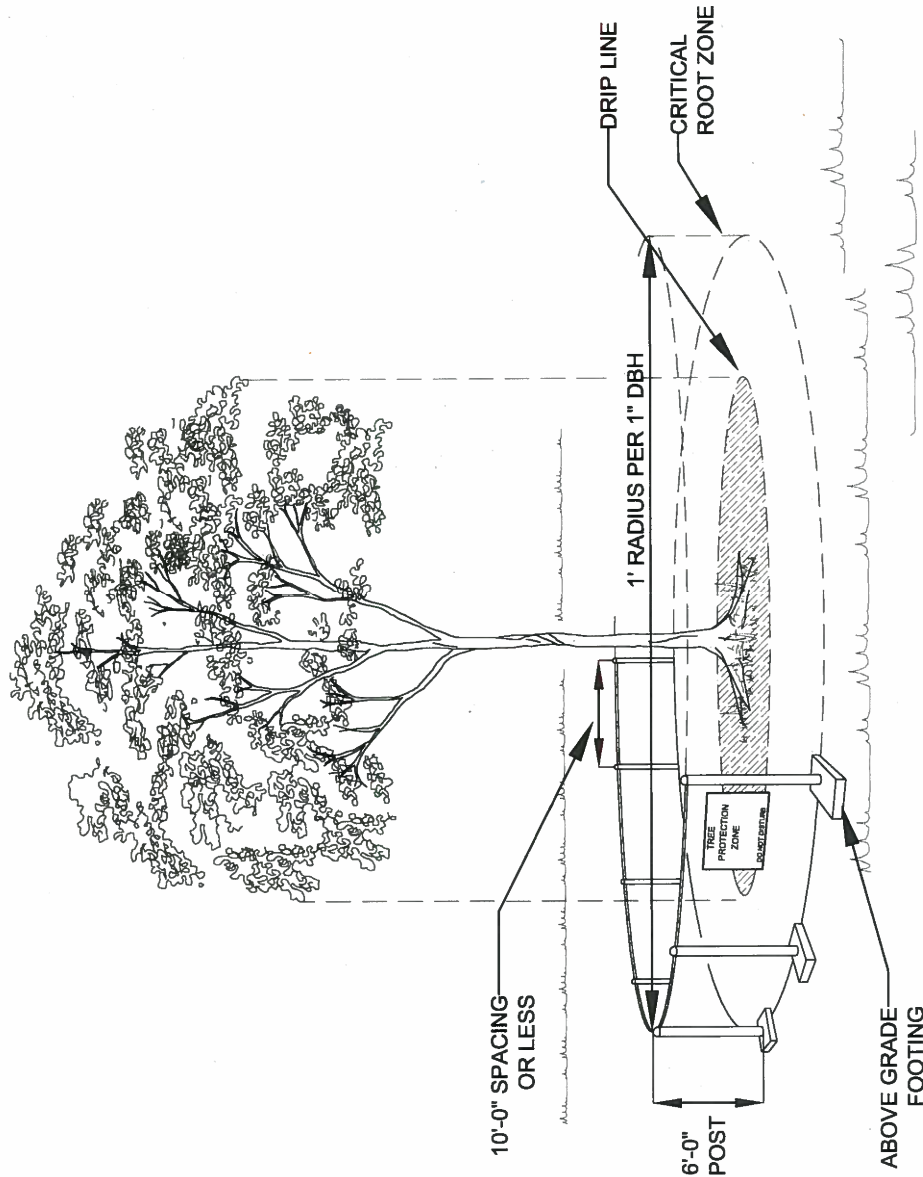
The Tree Protection Zone is an arborist defined area surrounding the trunk intended to protect the roots and soil to ensure future tree health and safety.

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

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

TREE PROTECTION FENCING

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



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CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

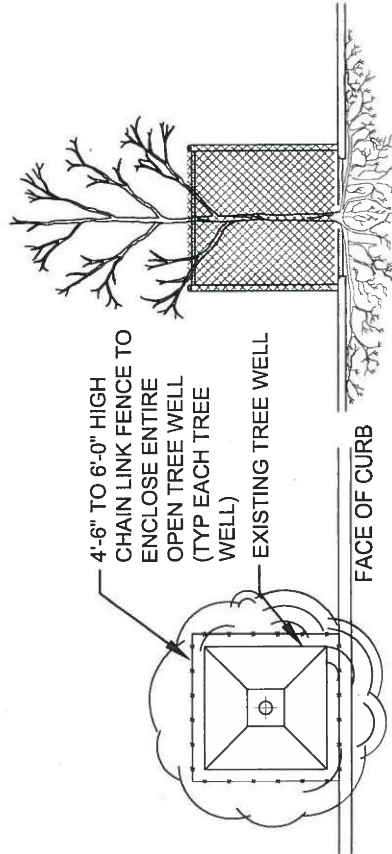
TREE PROTECTION
DURING CONSTRUCTION

STANDARD PLAN NO. LS-09

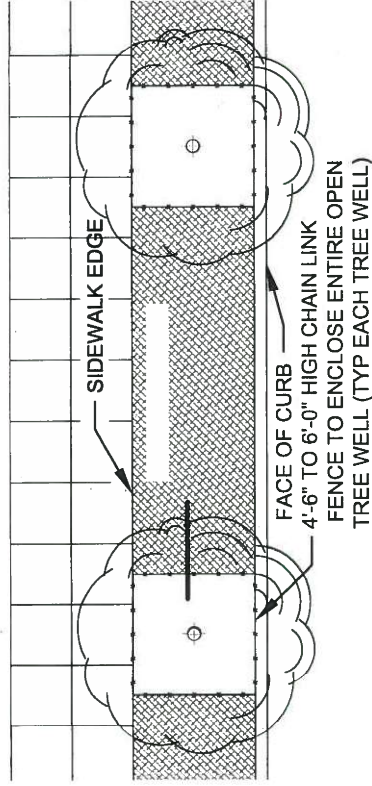
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CITY ENGINEER
DATE 7/4/15

NOTES:

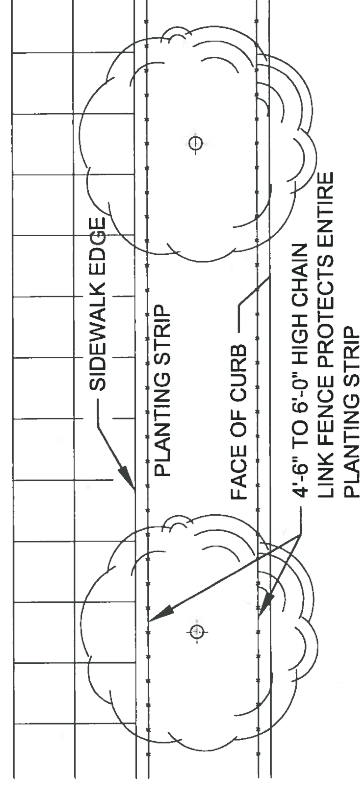
1. Tree protection requirements included in this standard detail are for trees which are directly adjacent to paved surfaces which will be retained through construction.
2. Required protection measures for trees other than those in tree wells and planting strips are contained in the TYPICAL TREE PROTECTION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



TREE IN TREE WELL



TREE IN PLANTING STRIP-OPTION 1



TREE IN PLANTING STRIP-OPTION 2

**CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS**

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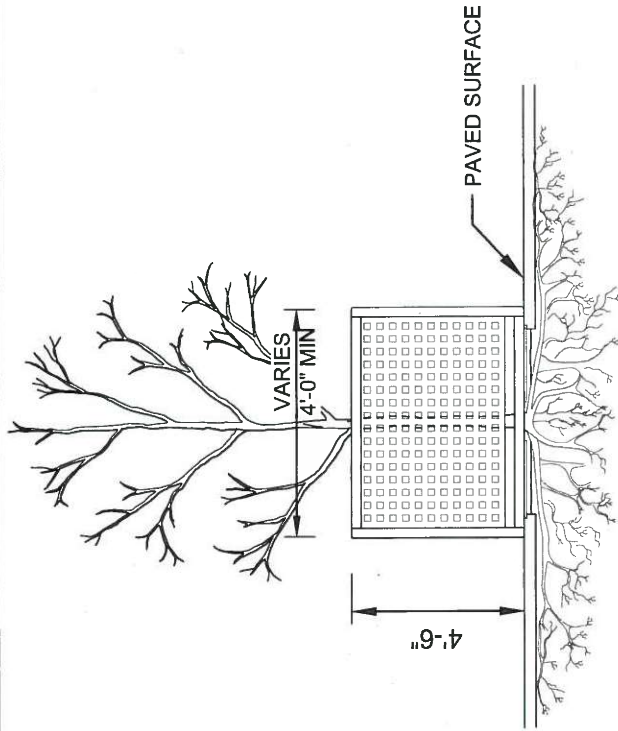
**TREE PROTECTION FENCING
FOR TREES IN PAVED AREAS**

CITY ENGINEER

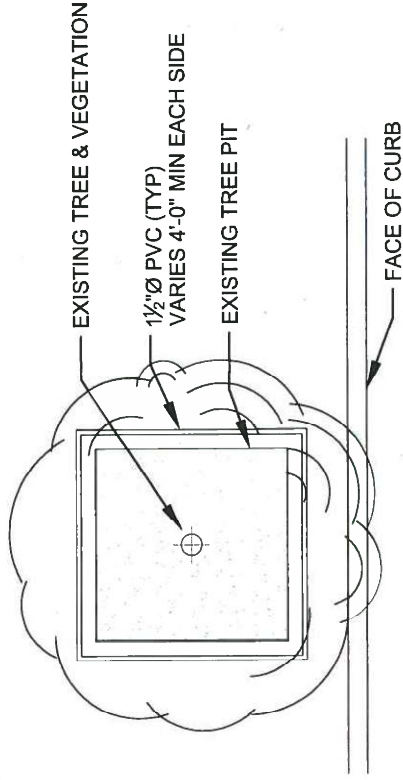
DATE

STANDARD PLAN NO.

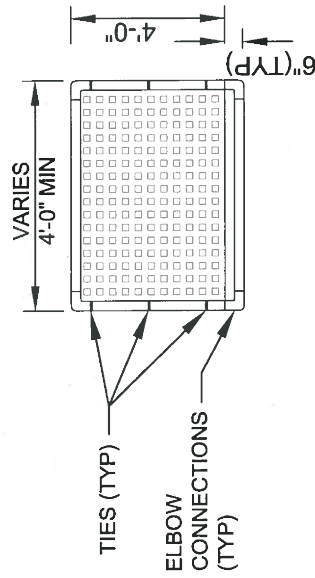
LS-10



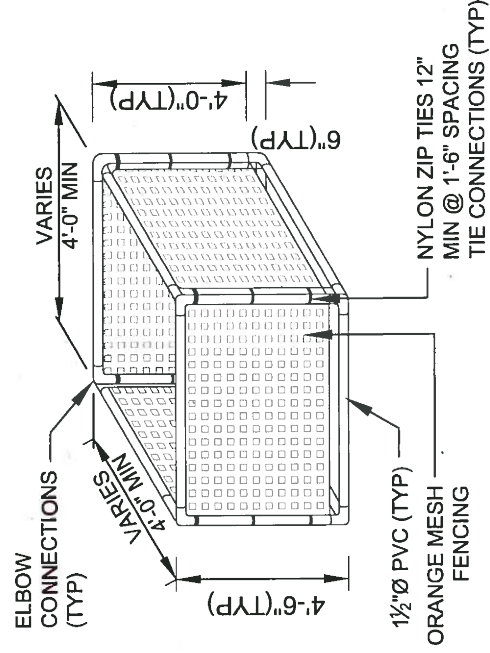
TYPICAL TREE GUARD RAIL



PLAN VIEW



TYPICAL PANEL



APPROVED FOR PUBLICATION

REUSABLE TREE PROTECTION
FENCING FOR PAVED AREAS

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

[Signature]
CITY ENGINEER

7/6/15
DATE

STANDARD PLAN NO. LS-11

APPENDIX C

COMBINED STORMWATER SITE PLAN AND CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN REPORT



City Combined Stormwater Site Plan (SSP) and Construction Stormwater Pollution Prevention Plan Report – Street Operations Projects

2021 Sidewalk Replacement

Prepared For

City of Tacoma Public Works

Project Location

See Attachment A – Various Areas Throughout East Tacoma

Stormwater Site Plan Prepared By

Name	Department	Contact Telephone Number	Email Address
Mieke Hoppin	Environmental Services	253-502-2105	mhopin@cityoftacoma.org

Date Prepared

11/29/2021

(Insert Professional Engineer Certification and Stamp, if necessary).

1. Project Information

A. Project Contacts

See Title Page for Stormwater Site Plan Development Team

B. Project Manager

Name	Organization	Mailing Address	Contact Telephone Number	Email Address
Sandra Guffey	Public Works	NA	253-591-5270	sguffey@cityoftacoma.org

C. Associated Permits

- i) Associated Federal, State, or Local Associated Permit Types and Numbers

None

D. Vesting

- i) City of Tacoma Stormwater Management Manual Edition Used

2021 Stormwater Management Manual (SWMM)

- ii) If using a manual other than the most current version, provide vesting justification:

NA

2. Project Overview

A. Provide a brief description of the proposed project.

Project proposes to replace existing damaged sidewalk.

3. Existing Project Site Conditions

A. Answer the following questions, provide additional description, and provide figures (if necessary) to describe the existing site conditions.

- i) Describe in one or two sentences the existing project site use:

Existing area is City of Tacoma ROW sidewalk sections.

- ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.

Stormwater generally flows off sidewalk toward the street sections.

- iii) Answer the following questions to help describe the existing site conditions. If Answer is Yes, include an associated figure(s) that shows location. Answers must be based upon site reconnaissance and readily available mapping data. See SWMM – Volume 2, Chapter 3 for resources.

Questions	Answer
Are groundwater protection areas located on the project site or within 500 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are wetlands and/or their buffers located on the project site or within 500 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are steep slopes located on the project site or within 500 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are floodplains located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are streams located on the project site or within 500 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are creeks located on the project site or within 500 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are ravines located on the project site or within 500 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown

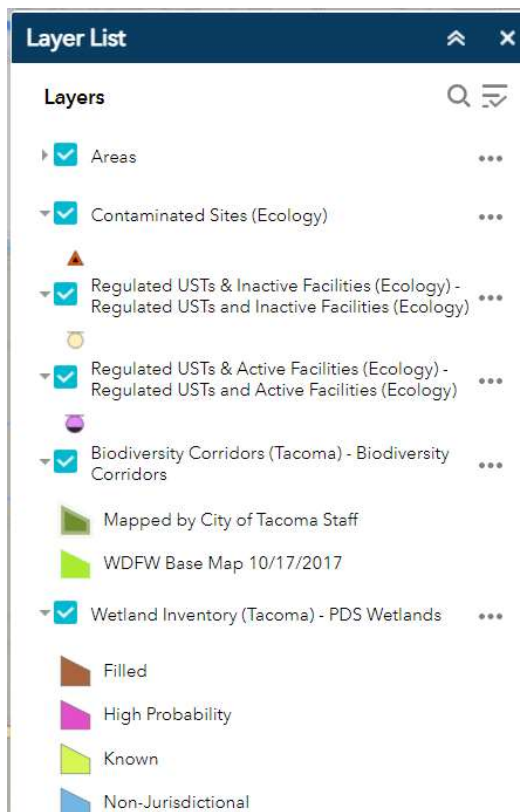
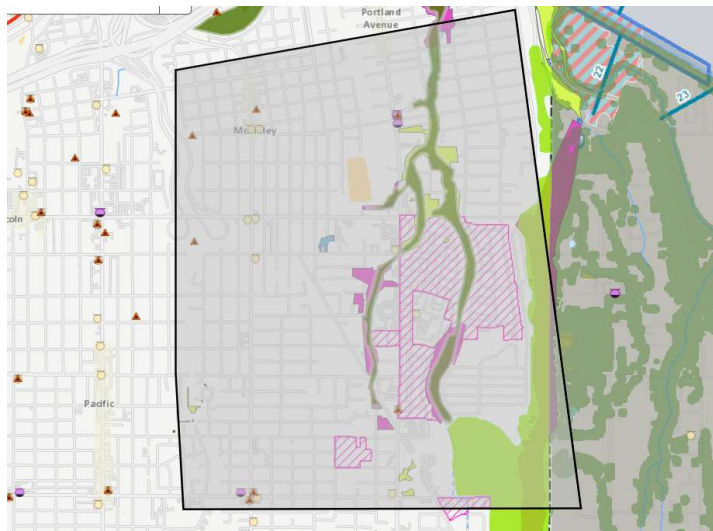
Are springs located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any other sensitive areas or critical areas located on the project site or within 500 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are any structures located on the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are any fuel tanks or other storage tanks (above or below-ground) located on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any groundwater wells located on the project site or within 100 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any septic systems located on the project site or within 100 feet of the project site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
Are any Superfund sites located on the project site or within 100 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Are any Flood Hazard Areas located on the project site or within 100 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Is the project located in the South Tacoma Groundwater Protection District?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any public or private easements located on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown

iii) Additional Information

The project area in general is shown, it is possible that certain items above are not within 500 feet of individual sites where work is being performed. The area as a whole was considered as having possible items above. See figure 1 below. All individual work locations area located within the grey shaded area. See Figure 2 for exact site locations.

Insert associated figure(s) (if applicable) below.

Figure 1 – Existing Site Conditions Map with Legend



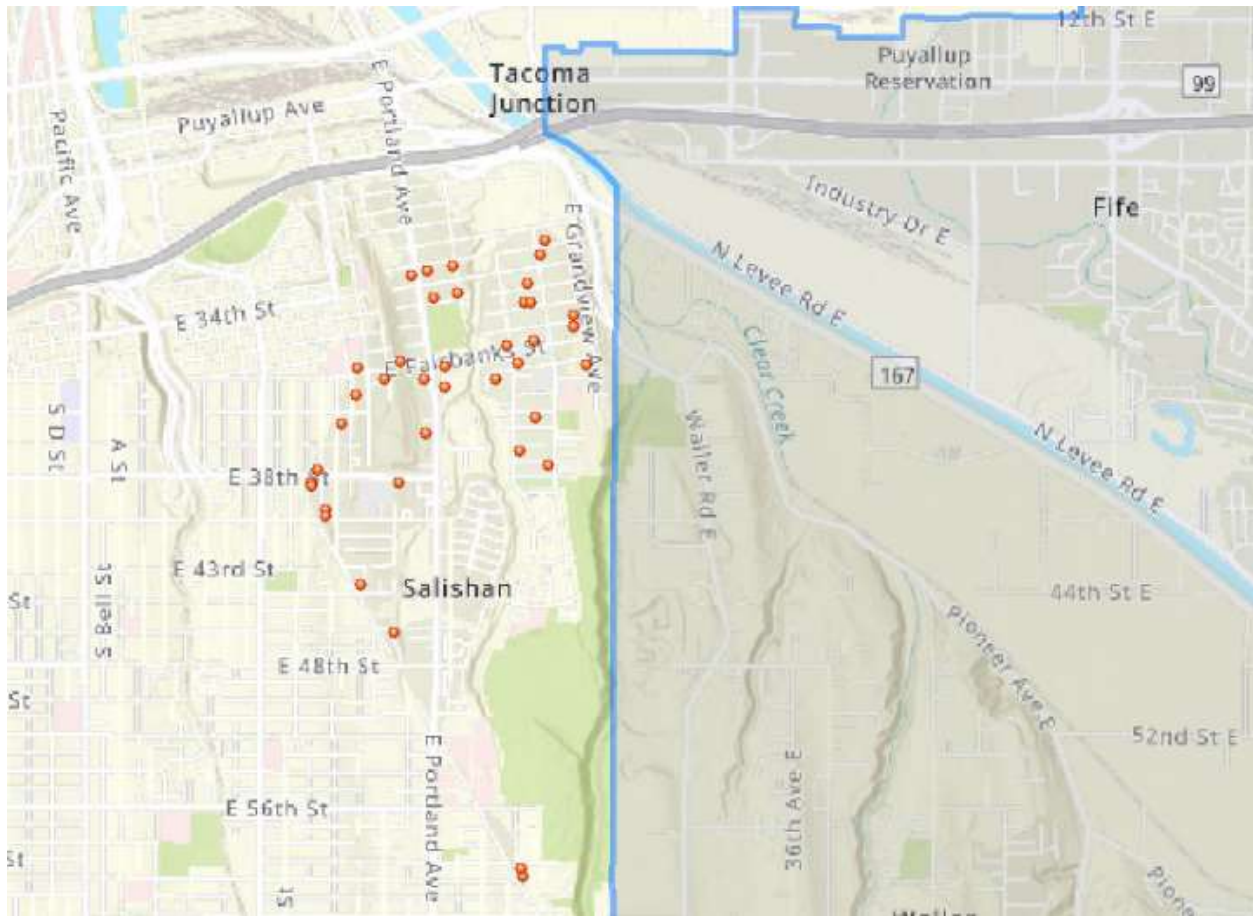


Figure 2 – Project Location Map

B. Existing Project Site Condition Basin Map

- i. Provide an existing conditions basin map

See Figure 2. The existing locations are City ROW with sidewalk.

C. Downstream Flowpath

Provide a map showing the downstream flowpath from the project site to the Puget Sound – including all receiving waterbodies along the flowpath. Assume that stormwater does not infiltrate along the flowpath and will ultimately reach the Puget Sound.

See figure below. Note, this represents only one site location but generally all locations flow in a similar manner toward First Creek, into the Puyallup River, then to the Puget Sound.

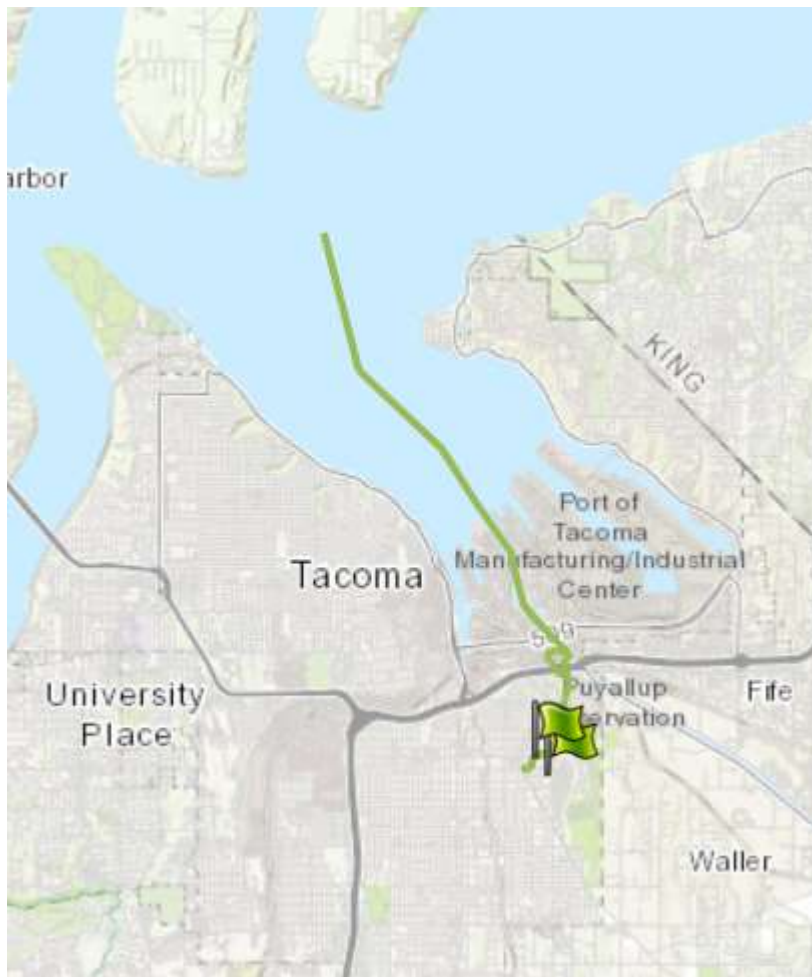


Figure 3 – Downstream Flowpath

4. Proposed Project Site Conditions

A. Describe in words and provide figure(s) or drawing(s) that describe the proposed project site conditions.

- i) Describe in one or two sentences the proposed project site use:

City of Tacoma sidewalk.

- ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.

See Figure 3 – Downstream Flowpath Above. Stormwater patterns do not change between existing and proposed conditions.

- iii) Additional Information

(Insert any additional description/information necessary to fully describe proposed project site conditions)



5. Minimum Requirement Determination

A. Project Thresholds

Complete the following project threshold table.

Sidewalk Replacement Location	Amount of Replaced Non PGIS Hard Surface Area
1619 East 35th	56
2041 E 35TH ST	25
2008 E 59TH ST	25
2021 E 60TH ST	75
2006 E COLUMBIA AVE	252.5
1211 E FAIRBANKS ST	125
1417 E FAIRBANKS ST	455
1618 E FAIRBANKS ST	155
2035 E FAIRBANKS ST	125
2031 E HARRISON ST	25
2039 E HARRISON ST	25
3805 E J ST	100
3811 E J ST	257.5
3736 E K ST	25
3847 E K ST	200
3577 E L ST	250
1323 LENNOX PL	162.5
4322 E M ST	252.5
2236 E MORTON ST	100
2239 E MORTON ST	25

3630 E PORTLAND AVE	56
3307 E ROOSEVELT AVE	37.5
2005 E SHERMAN ST	3160
3532 E T ST	250
1427 E WRIGHT AVE	180
1614 E WRIGHT AVE	130
1654 E WRIGHT AVE	120
2213 E WRIGHT AVE	20
Total Replaced Surface	6669.5

B. Receiving Waterbody Table

Receiving Waterbody Name	Type of Receiving Waterbody
First Creek	Creek
Puyallup River	River
Puget Sound	Marine

C. Minimum Requirements Required

Applicable Minimum Requirements	Applicable Surface Type Requiring Mitigation
MR#1-5	Replaced Hard Surfaces



6. Discussion of Minimum Requirements

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

This Stormwater Site Plan Report is being used to meet Minimum Requirement #1.

Description of Site Appropriate Development Principles

Where practicable, projects shall use the following site appropriate development principles. Put a checkmark next to the principles that will be used for the project. Project design is not required to be changed in order to accommodate site appropriate development principles, but where feasible, these principles must be used. If none of the site development principles are feasible, place a checkmark next to that box below.

- ☒ Minimization of land disturbance by fitting development to the natural terrain.
- ☒ Minimization of land disturbance by confining construction to the smallest area feasible and away from critical areas.
- ☐ Preservation of natural vegetation.
- ☐ Locating impervious surfaces over less permeable soils.
- ☐ Clustering buildings.
- ☒ Minimizing impervious surfaces.
- ☐ Site appropriate development principles are not practicable because of project design.

B. Minimum Requirement #2 – Construction Stormwater Pollution Prevention Plan

The Construction Stormwater Pollution Prevention Plan is available in this document before the appendices.

C. Minimum Requirement #3 – Source Control

i. Description of Final Site Use

City of Tacoma sidewalks.

ii. Source Control BMPs

- ☒ For roadway projects, comply with all Source Control BMPs Applicable to All Sites (Volume 6, Chapter 1), BMP S135: Streets, BMP S136: Utility Corridors, BMP S137: Maintenance of Ditches and Culverts, and BMP S139: Stormwater System Maintenance, as applicable to the project. Also, any other BMPs as necessary shall be utilized depending upon the project extent.

(Insert name of any additional BMPs or practices as necessary specific to the project.)

D. Minimum Requirement #4 – Preserving Drainage Patterns and Outfalls

ii. Description of Drainage Patterns and Outfalls

All boxes should be checked for this Minimum Requirement. If all boxes cannot be checked an Exception or Adjustment to the Minimum Requirement may be required per Volume 1 of the SWMM.

- ☒ The natural (or existing) drainage patterns are maintained to the maximum extent feasible.
- ☒ Discharges from the project site occur at the natural (or existing) location to the maximum extent feasible.
- ☒ Discharge from the project site will not cause adverse impacts to downstream receiving waters and downgradient properties.

E. Minimum Requirement #5 – Onsite Stormwater Management

i. The List Approach.

This project will utilize The List Approach.

The List Approach requires applicants to complete a feasibility analysis of several BMPs. If those BMPs are considered feasible, they must be used. The types of BMPs that must be analyzed (and used when feasible) depends upon the receiving waterbody into which the project first discharges. If that first waterbody is saltwater (i.e. the Puget Sound) or the Puyallup River – the project is discharging into a flow control exempt waterbody. If the project stormwater discharges into any other receiving waterbody before reaching a saltwater body or the Puyallup River that project is not flow control exempt. Complete the table below for each surface type.

If a BMP is considered to be feasible it must be used. Include the applicable completed facility sizing sheet and show the location of the BMP on the plan set.

If a BMP is not considered to be feasible, insert infeasibility checklist below this table.

Surface Type: Roofs			
<input checked="" type="checkbox"/> NA – No Roofs are Proposed for this Project			
Not Flow Control Exempt		Flow Control Exempt	
Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.	Is BMP Feasible?	Analyze each BMP in the order listed below. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.	Is BMP Feasible?
1. Choose One:	<input type="checkbox"/> Yes <input type="checkbox"/> No	1. BMP L602: Downspout Full Infiltration	<input type="checkbox"/> Yes <input type="checkbox"/> No

<input type="checkbox"/> BMP L614: Full Dispersion <u>or</u> <input type="checkbox"/> BMP L602: Downspout Full Infiltration			
2. Choose One: <input type="checkbox"/> BMP L601: Rain Gardens <u>or</u> <input type="checkbox"/> BMP L630: Bioretention	<input type="checkbox"/> Yes <input type="checkbox"/> No	2. BMP L603: Downspout Dispersion	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. BMP L603: Downspout Dispersion	<input type="checkbox"/> Yes <input type="checkbox"/> No	3. BMP L604: Perforated Stub-Out Connections	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. BMP L604: Perforated Stub-Out Connection	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Surface Type: Other Hard Surfaces			
Not Flow Control Exempt		Flow Control Exempt	
Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.	Is BMP Feasible?	Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.	Is BMP Feasible?
1. BMP L614: Full Dispersion	<input type="checkbox"/> Yes <input type="checkbox"/> No	1. Choose One: <input checked="" type="checkbox"/> BMP L612: Sheet Flow Dispersion, <u>or</u> <input type="checkbox"/> BMP L611: Concentrated Flow Dispersion	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Choose One: <input type="checkbox"/> BMP L633: Permeable Pavement, <u>or</u> <input type="checkbox"/> BMP T1050: Compost-Amended Vegetated Filter Strip (CAVFS), <u>or</u> <input type="checkbox"/> BMP L601: Rain Gardens, <u>or</u> <input type="checkbox"/> BMP L630: Bioretention	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Choose One: <input type="checkbox"/> BMP L612: Sheet Flow Dispersion, <u>or</u> <input type="checkbox"/> BMP L611: Concentrated Flow Dispersion	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Surface Type: Lawn/Landscaped Areas			
<input checked="" type="checkbox"/> NA – No Disturbed Areas that will be Lawn/Landscaped in the Final Condition			

Not Flow Control Exempt		Flow Control Exempt	
Analyze the BMP below for feasibility. If the BMP is feasible it must be used.	Is BMP Feasible?	Analyze the BMP below for feasibility. If the BMP is feasible it must be used.	Is BMP Feasible?
BMP L613: Post-Construction Soil Quality and Depth	<input type="checkbox"/> Yes <input type="checkbox"/> No	BMP L613: Post-Construction Soil Quality and Depth	<input type="checkbox"/> Yes <input type="checkbox"/> No

- ii. Where there is existing vegetation Sheet Flow dispersion will be utilized. Where there is not existing vegetation this option is not feasible as there is insufficient flowpath.

F. Minimum Requirement #6 – Stormwater Treatmenti. Description of Compliance Need

Minimum Requirement #6 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than $\frac{3}{4}$ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

G. Minimum Requirement #7 – Flow Controli. Description of Compliance Need

Minimum Requirement #7 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than $\frac{3}{4}$ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

H. Minimum Requirement #8 – Wetlands Protectioni. Description of Compliance Need

Minimum Requirement #8 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than $\frac{3}{4}$ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

I. Minimum Requirement #9 – Operation and Maintenance

Pick the statement or statements below that apply to this project.

☒ This project does not propose to install any permanent stormwater facilities. An Operation and Maintenance Manual is not required.

☐ The Operation and Maintenance Manual is available as a stand-alone document as part of the Permit submittal.

☐ For facilities to be maintained by the City of Tacoma (facilities located in the City Right-of-Way designed to manage stormwater from the City Right-of-Way) include the following language: The City of Tacoma is responsible for creating and keeping an Operation and Maintenance Manual for all facilities to be maintained by the City of Tacoma.

J. Additional Protective Measure – Infrastructure Protectioni. Description of Compliance Need

A quantitative downstream analysis is not required because the project is not increasing the surface area contributing to the downstream system by 5,000 square feet or more and is not increasing the surface area converted from pervious to impervious contributing to the downstream system by 5,000 square feet or more.

Construction Stormwater Pollution Prevention Plan (SWPPP) Report

Erosion and Sediment Control Lead

Name	Organization	Contact Telephone Number	Email Address	CESCL/CPESC Number (if applicable)
Sandra Guffey	Public Works	253-591-5270	sguffey@cityoftacoma.org	NA

1. Proposed Construction Schedule

- Proposed Start Date: November 2021
- Proposed End Date: February 2021
- Describe proposed phasing or sequencing (if any): None

2. 13 Elements of Construction Stormwater Pollution Prevention

Below the 13 Elements of Construction Stormwater Pollution Prevention are provided. For each element, place a checkmark next to the BMP that will be used to satisfy the element. If Other is checked describe how the element will be addressed in detail. If an element is not required, justification for why that element is not required must be included. Volume 3, Table 3-1: Construction Stormwater BMPs by SWPP Element is a guide that can be used to help determine appropriate BMPs to address each Element.

A. Element #1: Preserve Vegetation and Mark Clearing Limits

- Before beginning any land disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area to prevent damage and offsite impacts. Mark clearing limits both in the field and on the plans.
- Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practicable. If it is not practicable to retain the duff layer in place, stockpile it onsite, cover it to prevent erosion, and replace it immediately upon completion of the ground-disturbing activities.
- Plastic, metal, fabric fence, or other physical barriers may be used to mark the clearing limits.

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

- ☒ Other: Field applied spray paint will be used to delineate construction area.

☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

B. Element #2: Establish Construction Access

- Limit construction vehicle ingress and egress to one route, if possible.
- Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs to minimize tracking of sediment.
- Locate wheel wash or tire baths onsite if other measures fail to control sediment from leaving the site.
- No tracking of sediment offsite is allowed. If sediment is tracked offsite, offsite areas (including roadways) shall be thoroughly and immediately cleaned by shoveling or pickup sweeping. Transport sediment to a controlled sediment disposal area.
- Keep streets clean at ALL times. Clean tracked sediment immediately.
- Washing of sediment to the stormwater system is not allowed.

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

☒ Other: Street sweeping will be used as the primary means of temporary erosion and sediment control. Access is limited to the street section that will be worked on.

☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

C. Element #3: Control Flow Rates

- Protect downstream properties, receiving waters, and conveyance systems from erosion and other damage due to increases in the velocity and peak volumetric flowrate of stormwater from the project site. A quantitative downstream analysis may be required to ensure no damage to the downstream conveyance system during construction. See Additional Protective Measure - Infrastructure Protection.
- Where necessary, construct flow control facilities as one of the first steps in grading.
- Flow control facilities shall be functional prior to construction of site improvements (e.g. impervious surfaces). It may be necessary to install temporary flow control facilities to meet flow control requirements during construction.
- Control structures designed for permanent flow control BMPs are not appropriate for use during construction without modification. If used during construction, modify the control structure to allow for long-term storage of runoff and enable sediments to settle. Verify that the BMP is sized appropriately for this purpose. Restore BMPs to their original design dimensions, remove sediment, and install a final control structure at completion of the project.
- Velocity of water leaving the site shall not exceed 3 feet/second if the discharge is to a stream or ditch.
- Permanent infiltration facilities shall not be used for flow control during construction unless lined. The bottom of the facility shall be scarified to ensure any compaction that occurred during construction is mitigated.

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

☒ This Element is not required for this project because: flowrates are not likely to increase due to the project type (hard surface remain fairly consistent between existing and proposed conditions).

D. Element #4: Install Sediment Controls

- Design, install, and maintain effective erosion controls and sediment control to minimize the discharge of pollutants.
- Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater, and soil characteristics, including the range of soil particle sizes expected to be present on the site.
- Prior to leaving a construction site or prior to discharge to an infiltration facility, stormwater from disturbed areas shall pass through a sediment removal BMP.
- Construct sediment control BMPs as one of the first steps in grading. These BMPs shall be functional before other land disturbing activities take place.
- Locate BMPs in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or conveyance channels.
- Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize infiltration, where feasible.
- Seed and mulch earthen structures such as dams, dikes, and diversions according to the timing indicated in Element #5.
- Design outlet structures to withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column. If installing a floating pump structure, include a stopper to prevent the pump basket from hitting the bottom of the pond.
- Full stabilization includes concrete or asphalt paving; quarry spalls used as ditch lining; or the use of rolled erosion products, a bonded fiber matrix product, or vegetative cover in a manner that will fully prevent soil erosion.

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

- ☐ BMP C235: Wattles
- ☒ Other: Street sweeping and stormwater inlet protection will be the main means of ensuring sediment does not enter the stormwater system.
- ☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

E. Element #5: Stabilize Soils

- Stabilize exposed and unworked soils by application of effective BMPs that prevent erosion.
- From October 1 through April 30, no soils shall remain exposed and unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days. This stabilization requirement applies to all soils onsite, whether at final grade or not.

- Stabilize soils at the end of the shift, before a holiday or weekend, if needed, based on the weather forecast.
- Select appropriate soil stabilization measures for the time of year, site conditions, estimated duration of use, and the potential water quality impacts that stabilization agents may have on downstream waters or groundwater.
- Stabilize soil stockpiles from erosion, protect stockpiles with sediment trapping measures, and where possible, locate piles away from stormwater system inlets, waterways, and conveyance channels.
- Control stormwater volume and velocity within the site to minimize soil erosion.
- Control stormwater discharges, including peak volumetric flowrates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
- Minimize the amount of soil exposed during construction activity.
- Minimize the disturbance of steep slopes.
- Minimize soil compaction and, unless infeasible, preserve topsoil.
- Ensure the gravel base used for stabilization is clean and does not contain fines or sediment.

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

- ☐ BMP C120: Temporary and Permanent Seeding
- ☐ BMP C121: Mulching
- ☒ BMP C123: Plastic Covering
- ☐ BMP C125: Compost
- ☐ BMP C140: Dust Control
- ☐ Other: (Insert description of how element will be addressed)
- ☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

F. Element #6: Protect Slopes

- Design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).
- Divert offsite stormwater (sometimes called run-on) or groundwater away from slopes and disturbed areas with interceptor dikes and/or swales. Manage offsite stormwater separately from stormwater generated on the site.
- At the top of the slopes, collect stormwater in pipe slope drains or protected channels to prevent erosion. Size temporary pipe slope drains to convey either:
 - The peak volumetric flowrate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm using a single event model, or
 - The 10-year return period flowrate, indicated by an Ecology-approved continuous simulation model, using a 15-minute time step.
- Use the existing land cover condition for predicting flowrates from tributary areas outside the project limits. For tributary areas on the project site, use the temporary or permanent project

land cover condition, whichever will produce the highest flowrate. If using, a continuous simulation model, model bare soils as landscaped areas.

- Provide temporary or permanent conveyance to remove groundwater seepage from the slope surface of exposed soil areas.
- Place excavated material on the uphill side of trenches, consistent with safety and space considerations.
- Place check dams at regular intervals within channels that are cut down a slope.
- Stabilize soils on slopes, as specified in Element #5.

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

- ☐ BMP C120: Temporary and Permanent Seeding
- ☐ BMP C121: Mulching
- ☐ BMP C122: Nets and Blankets
- ☐ BMP C123: Plastic Covering
- ☐ Other: (Insert description of how element will be addressed)
- ☒ This Element is not required for this project because: There are no slopes that will be disturbed as part of this project.

G. Element #7: Protect Stormwater System Inlets

- Protect all stormwater system inlets that are operable during construction so that stormwater does not enter the conveyance system without first being filtered or treated to remove sediment.
- Clean or remove and replace inlet protection devices when sediment has filled 1/3 of the available storage (unless a different standard is specified by the product manufacturer).
- Keep all approach roads clean. Do not allow sediment to enter the stormwater system.
- Inspect inlets weekly at a minimum and daily during storm events.

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

- ☒ BMP C220: Stormwater System Inlet Protection
- ☐ Other: (Insert description of how element will be addressed)
- ☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

H. Element #8: Stabilize Channels and Outlets

- Design, construct, and stabilize all temporary onsite conveyance channels to prevent erosion from either:
 - The peak volumetric flowrate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm using a single event model, or
 - The 10-year return period flowrate, indicated by an Ecology-approved continuous simulation model, using a 15-minute time step.
- Use the existing land cover condition for predicting flowrates from tributary areas outside the project limits. For tributary areas on the project site, use the temporary or permanent project land cover condition, whichever will produce the highest flowrate. If using a continuous simulation model, model bare soils as landscaped areas.

- Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.

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

☐ Other: (Insert description of how element will be addressed)

☒ This Element is not required for this project because: Temporary channels and outlets are not proposed for this project. No permanent channels or outlets are proposed for this project either.

I. Element #9: Control Pollutants

- Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants.
- All discharges to the City of Tacoma wastewater system require City approval. Some discharges to the City of Tacoma stormwater system require City approval. The approval may include a separate Special Approved Discharge (SAD) permit. Visit https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals for additional information about SAD Permits.
- Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.
- Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health and the environment. Provide secondary containment for tanks holding pollutants including onsite fueling tanks. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.
- Conduct oil changes, hydraulic system drain down, solvent and degreasing cleaning operations, fuel tank drain down and removal, and other activities, which may result in discharge or spillage of pollutants to the ground or into stormwater using spill prevention measures, such as drip pans.
- Discharge wheel wash or tire bath wastewater to a separate onsite treatment system that prevents discharge to surface water. Alternatively, discharge wheel wash or tire bath wastewater to the wastewater system (only allowed with SAD Permit approval).
- Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemicals to stormwater. Follow manufacturers' recommendations for application rates and procedures.
- Use BMPs to prevent or treat contamination of stormwater by pH modifying sources. These sources include, but are not limited to, recycled concrete stockpiles, bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete grinding and sawing, exposed aggregate processes, dewatering concrete vaults, and concrete pumping and mixer washout waters.
- Adjust the pH of stormwater if necessary to prevent violations of water quality standards.

- Manage concrete washout appropriately.
 - Washout concrete truck drums or concrete handling equipment in onsite or offsite designated concrete washout areas only.
 - Do not washout concrete truck drums or concrete handling equipment to streets, the stormwater system, receiving waterbodies, or the ground.
 - Washout of small concrete handling equipment may be disposed of in a formed areas awaiting concrete where it will not contaminate stormwater and surface water or groundwater.
 - Do not use upland land applications for discharging wastewater from concrete washout areas.
 - Do not dump excess concrete onsite, except in designated concrete washout areas.
 - Do not washout anything contaminated with concrete into formed areas awaiting infiltration BMPs.
 - Concrete spillage or concrete discharge directly to groundwater or surface waters of the State is prohibited.
- Written approval from the Department of Ecology is required prior to using chemical treatment other than CO₂, dry ice, or food grade vinegar to adjust pH.
- Clean contaminated surfaces immediately following any discharge or spill incident.
- Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5.

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

- ☒ BMP C151: Concrete Handling
- ☒ BMP C152: Sawcutting and Surface Pollution Prevention
- ☒ BMP C153: Material Delivery, Storage and Containment
- ☐ BMP C154: Concrete Washout Area
- ☐ Other: (Insert description of how element will be addressed)
- ☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

J. Element #10: Dewatering

- Dewatering discharges to the City of Tacoma stormwater conveyance system or the City of Tacoma wastewater system may require City approval through a Special Approved Discharge (SAD) Permit. See https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals for more information on the SAD Permit Process.
- Discharge foundation, vault, and trench dewatering water that has similar characteristics to site stormwater into a controlled conveyance system prior to discharge to a sediment trap or sediment pond. Stabilize channels as specified in Element #8.
- Clean, non-turbid dewatering water, such as well-point groundwater, can be discharged to systems tributary to state surface waters, as specified in Element #8, provided the dewatering

flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through TESC BMPs.

- Handle highly turbid or contaminated dewatering water separately from stormwater at the site.
- Other disposal options, depending on site constraints, may include:
 - Infiltration
 - Transport offsite in vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters
 - Ecology approved onsite chemical treatment or other suitable treatment technologies
 - Use of a sedimentation bag that discharges to a ditch or swale for small volumes of localized dewatering

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

☒ This Element is not required for this project because: Due to proximity of work to the surface, it is unlikely that dewatering will be required.

K. Element #11: Maintain BMPs

- Maintain and repair as needed all temporary and permanent erosion and sediment control BMPs to assure continued performance of their intended function. Conduct maintenance and repairs in accordance with BMP specifications.
- Remove temporary erosion and sediment control BMPs within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized onsite. Permanently stabilize disturbed soil resulting from removal of BMPs or vegetation.

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

☒ BMP C150: Materials on Hand

☒ BMP C160: Erosion and Sediment Control Lead

☐ Other: (Insert description of how element will be addressed)

☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

L. Element #12: Manage the Project

- *Phasing of Construction* – Phase development projects in order to prevent soil erosion and the transport of sediment from the project site during construction, unless the Erosion and Sediment Control Lead can demonstrate that construction phasing is infeasible. Revegetation of exposed areas and maintenance of that vegetation shall be an integral part of the clearing activities for any phase.
- *Seasonal Work Limitations* – From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted if shown to the satisfaction of the City that silt-laden stormwater will be prevented from leaving the site through a combination of the following:
 - Site conditions including existing vegetative coverage, slope, soil type, and proximity to receiving waters;
 - Limitations on activities and the extent of disturbed areas; and

- Proposed erosion and sediment control measures.

Based on the information provided and local weather conditions, the City may expand or restrict the seasonal limitation onsite disturbance. The following activities are exempt from the seasonal clearing and grading limitations:

- Routine maintenance and necessary repair of erosion and sediment control BMPs
- Routine maintenance of public facilities or existing utility structures that do not expose the soil or result in the removal of the vegetative cover to soil
- Activities where there is one hundred percent infiltration of stormwater within the site in approved and installed erosion and sediment control facilities
- *Inspection and Monitoring*
 - a. Inspect, maintain, and repair all BMPs as needed to assure continued performance of their intended function. Projects regulated under the Construction Stormwater General Permit (CSWGP) must conduct site inspections and monitoring in accordance with Special Condition S4 of the CSWGP.
 - b. Projects that disturb one or more acres must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL) or Certified Professional in Erosion and Sediment Control (CPESC).
 - c. Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
 - d. The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
 - e. The CESCL, CPESC, or ESC Lead must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen and evaluate the effectiveness of BMPs to determine if it is necessary to install, maintain, or repair BMPs.
 - f. The CESCL, CPESC, or ESC Lead must inspect all areas disturbed by construction activities, all BMPs, and all locations where stormwater leaves the site at least once every calendar week and within 24 hours of any discharge from the site. (Individual discharge events that last more than one day do not require daily inspections). The CESCL, CPESC, or ESC Lead may reduce the inspection frequency for temporary stabilized, inactive sites to once every calendar month.
 - g. Construction site operators must correct any problems identified by the CESCL, CPESC, or ESC Lead by:
 - Reviewing the SWPPP for compliance with the 13 construction SWPPP elements and making appropriate revisions within 7 days of the inspection.
 - Fully implementing and maintaining appropriate source control and/or treatment BMPs as soon as possible but correcting the problem within 10 days.
 - Documenting BMP implementation and maintenance in the site log book. (Required for sites larger than 1 acre but recommended for all sites).

Sampling and analysis of the stormwater discharges from a construction site may be necessary on a case-by-case basis to ensure compliance with standards. Ecology or the City will establish these monitoring and associated reporting requirements.
- *Responsible Party* – For all projects, a 24-hour responsible party shall be listed in the SWPPP, along with that person's telephone number and email address.
- *Maintenance of the Construction SWPPP* – Keep the Construction SWPPP onsite or within reasonable access to the site. Modify the SWPPP whenever there is a change in the design,

construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the state.

Modify the SWPPP if, during inspections or investigations conducted by the owner/operator, City staff, or by local or state officials, it is determined that the SWPPP is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site.

Modify the SWPPP as necessary to include additional or modified BMPs designed to correct problems identified. Complete revisions to the SWPPP within seven (7) days following the inspection. City of Tacoma Environment Services (review staff or inspector) may require that a modification to the SWPPP go through additional City review.

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

- ☒ BMP C150: Materials on Hand
- ☒ BMP C160: Erosion and Sediment Control Lead
- ☒ BMP C162: Scheduling
- ☐ Other: (Insert description of how element will be addressed)
- ☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

M. Element #13: Protect Permanent Stormwater BMPs

- Protect all permanent stormwater BMPs from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the BMPs. Restore all BMPs to their fully functioning condition if they accumulate sediment during construction. Sediment impacting Best Management Practices shall be removed before system start-up. Restoring the BMP shall include removal of all sediment and full replacement of treatment media.
- Prevent compacting infiltration facilities by excluding construction equipment and foot traffic.
- Keep all heavy equipment off native soils under infiltration BMPs that have been excavated to final grade to retain the infiltration rate of the soils.
- Protect lawn and landscaped areas from compaction due to construction equipment and material stockpiles.
- Do not allow muddy construction equipment on the base material of permeable pavement or on the permeable pavement section.
- Do not allow sediment laden runoff onto permeable pavements or base materials of permeable pavements.
- Permeable pavements fouled with sediment or that can no longer pass an initial infiltration test must be cleaned prior to final acceptance.

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

- ☐ Other: (Insert description of how element will be addressed)
- ☒ This Element is not required for this project because: There are no permanent stormwater facilities that need to be protected within 500 feet downstream of the project site.

3. Temporary Erosion and Sediment Control BMPs

Attach below only those BMPs (include the entirety of the BMP language) from Volume 3 of the SWMM that will be utilized onsite.

1.10 BMP C123: Plastic Covering

1.10.1 Purpose

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

1.10.2 Conditions of Use

- Plastic covering may be used on disturbed areas that require cover measures for less than 30 days, except as stated below.
- Plastic is particularly useful for protecting cut and fill slopes and stockpiles.
- The relatively rapid breakdown of most polyethylene sheeting makes it unsuitable for long-term (greater than six months) applications.
- Due to rapid runoff caused by plastic covering, this method shall not be used upslope of areas that might be adversely impacted by concentrated runoff. Such areas include steep and/or unstable slopes.
- Whenever plastic is used to protect slopes, water collection measures must be installed at the base of the slope. These measures include plastic-covered berms, channels, and pipes used to convey clean rainwater away from bare soil and disturbed areas. At no time is clean runoff from a plastic covered slope to be mixed with dirty runoff from a project.
- Other uses for plastic include:
 - Temporary ditch liner;
 - Pond liner in temporary sediment pond;
 - Liner for bermed temporary fuel storage area if plastic is not reactive to the type of fuel being stored;
 - Emergency slope protection during heavy rains; and
 - Temporary conveyance used to direct stormwater and surface water.

1.10.3 Design and Installation Specifications

Plastic slope cover must be installed as follows:

- Run plastic up and down slope, not across slope.
- Plastic may be installed perpendicular to a slope if the slope length is less than 10 feet.
- Minimum of 8-inch overlap at seams.
- On long or wide slopes, or slopes subject to wind, all seams should be taped.
- Place plastic into a small (12-inch wide by 6-inch deep) slot trench at the top of the slope and backfill with soil to keep water from flowing underneath.
- Place sand filled burlap or geotextile bags every 3 to 6 feet along seams and pound a wooden stake through each to hold them in place. Alternative options for holding plastic in place exist and may be considered with COT approval.
- Inspect plastic for rips, tears, and open seams regularly and repair immediately. This prevents high velocity runoff from contacting bare soil, which causes extreme erosion;
- Plastic sheeting shall have a minimum thickness of 6 mil.

- If erosion at the toe of a slope is likely, a gravel berm, riprap, or other suitable protection shall be installed at the toe of the slope in order to reduce the velocity of runoff.

1.10.4 Maintenance Standards

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

1.17 BMP C140: Dust Control

1.17.1 Purpose

Dust control prevents wind transport of dust from disturbed soil surfaces.

1.17.2 Conditions of Use

Use dust control practices in areas (including roadways) subject to surface and air movement of dust where onsite and offsite impacts to streets, the stormwater system, or receiving waterbodies are likely.

1.17.3 Design and Installation Specifications

- Vegetate or mulch areas that will not receive vehicle traffic. In areas where planting, mulching, or paving is impractical, apply gravel or landscaping rock.
- Limit dust generation by clearing only to those areas where immediate activity will take place, leaving the remaining area(s) in the original condition, if stable. Maintain the original ground cover as long as practical.
- Construct natural or artificial windbreaks or windscreens. These may be designed as enclosures for small dust sources.
- Sprinkle the site with water until surface is wet. Repeat as needed. To prevent carryout of mud onto street, refer to Stabilized Construction Entrance (BMP C105: Stabilized Construction Entrance/Exit).
- Irrigation water can be used for dust control. Install irrigation systems as a first step on sites where dust control is a concern.
- Spray exposed soil areas with a dust palliative, following the manufacturer's instructions and cautions regarding handling and application. Used oil is prohibited from use as a dust suppressant.
- PAM (BMP C127: Polyacrylamide for Soil Erosion Protection) added to water at a rate of 2/3 pounds per 1,000 gallons of water per acre and applied from a water truck is more effective than water alone. This is due to the increased infiltration of water into the soil and reduced evaporation. In addition, small soil particles are bonded together and are not as easily transported by wind. Adding PAM may actually reduce the quantity of water needed for dust control. There are concerns with the proper use of PAM, refer to BMP C127: Polyacrylamide for Soil Erosion Protection for more information on PAM application. PAM use requires COT approval.
- Lower speed limits. High vehicle speed increases the amount of dust stirred up from unpaved roads and lots.
- Upgrade the road surface strength by improving particle size, shape, and mineral types that make up the surface and base materials.
- Add surface gravel to reduce the source of dust emission. Limit the amount of fine particles to 10 to 20 percent.
- Use geotextile fabrics to increase the strength of new roads or roads undergoing reconstruction.
- Encourage the use of alternate, paved routes, if available.
- Restrict use of paved roadways by tracked vehicles and heavy trucks to prevent damage to road surfaces and bases.

- Apply chemical dust suppressants using the admix method, blending the product with the top few inches of surface material. Suppressants may also be applied as surface treatments.
- Pave unpaved permanent roads and other trafficked areas.
- Use vacuum street sweepers.
- Remove mud and other dirt promptly so it does not dry and then turn into dust.
- Limit dust-causing work on windy days.
- Contact the Puget Sound Clean Air Agency for guidance and training on other dust control measures. Compliance with the Puget Sound Clean Air Agency's recommendations/requirements constitutes compliance with this BMP.

1.17.4 Maintenance Standards

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

Any dust which leaves the site must be cleaned immediately.

1.18 BMP C150: Materials On Hand

1.18.1 Purpose

Quantities of erosion prevention and sediment control materials should be kept on the project site at all times to be used for regular maintenance and emergency situations such as unexpected heavy summer rains. Having these materials onsite reduces the time needed to implement BMPs when inspections indicate that existing BMPs are not meeting the Construction SWPPP requirements.

1.18.2 Conditions of Use

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

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

1.18.3 Design and Installation Specifications

Depending on project type, size, complexity, and length, materials and quantities will vary. Table 3 - 10: Materials on Hand, provides a good minimum that will cover numerous situations.

Table 3 - 10: Materials on Hand

Material	Measure	Quantity
Clear Plastic, 6 mil	100 foot roll	1-2
Drain Pipe, 6 or 8 inch diameter	25 foot section	4-6
Sandbags, filled	each	25-50
Quarry Spalls	ton	2-4
Washed Gravel	cubic yard	2-4
Geotextile Fabric	100 foot roll	1-2
Catch Basin Inserts	each	2-4
Steel "T" Posts	each	12-24

1.18.4 Maintenance Standards

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

1.21 BMP C153: Material Delivery, Storage and Containment

1.21.1 Purpose

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

1.21.2 Conditions of Use

These procedures are suitable for use at all construction sites with delivery and storage of the following materials:

- Petroleum products such as fuel, oil, and grease
- Soil stabilizers and binders (e.g. Polyacrylamide)
- Fertilizers, pesticides, and herbicides
- Detergents
- Asphalt and concrete compounds
- Hazardous chemicals such as acids, lime, adhesives, paints, solvents, and curing compounds
- Any other material that may be detrimental if released to the environment

1.21.3 Design and Installation Specifications

The following steps should be taken to minimize risk:

- Locate temporary storage area away from vehicular traffic, near the construction entrance(s), and away from conveyance systems and receiving waterbodies.
- Supply Material Safety Data Sheets (MSDS) for all materials stored. Keep chemicals in their original labeled containers.
- Surrounding materials with earth berms is an option for temporary secondary containment.
- Minimize hazardous material storage onsite.
- Handle hazardous materials as infrequently as possible.
- During the wet weather season (October 1 through April 30), consider storing materials in a covered area.
- Store materials in secondary containment, such as an earthen dike, a horse trough, or a children's wading pool for non-reactive materials such as detergents, oil, grease, and paints. "Bus boy" trays or concrete mixing trays may be used as secondary containment for small amounts of material.
- Do not store chemicals, drums, or bagged materials directly on the ground. Place these items on a pallet and, when possible, in secondary containment.
- If drums cannot be stored under a roof, domed plastic covers are inexpensive and snap to the top of drums, preventing water from collecting.

1.21.4 Material Storage Areas and Secondary Containment Practices:

- Store liquids, petroleum products, and substances listed in 40 CFR Parts 110, 117, or 302 in approved containers and drums and do not overfill the containers or drums. Store containers and drums in temporary secondary containment facilities.
- Temporary secondary containment facilities shall provide for a spill containment volume able to contain precipitation from a 25 year, 24 hour storm event plus 10% of the total enclosed container volume of all containers, or 110% of the capacity of the largest container within its boundary, whichever is greater.
- Secondary containment facilities shall be impervious to the materials stored therein for a minimum contact time of 72 hours.
- Secondary containment facilities shall be maintained free of accumulated rainwater and spills. In the event of spills or leaks, collect accumulated rainwater and spills and place into drums. Handle these liquids as hazardous waste unless testing determines them to be non-hazardous. Dispose of all wastes properly.
- Provide sufficient separation between stored containers to allow for spill cleanup and emergency response access.
- During the wet weather season (October 1 through April 30), cover each secondary containment facility during non-working days, prior to and during rain events.
- Keep material storage areas clean, organized, and equipped with an ample supply of appropriate spill clean-up material.
- The spill kit should include, at a minimum:
 - 1 water resistant nylon bag
 - 3 oil absorbent socks (3-inches by 4-feet)
 - 2 oil absorbent socks (3-inches by 10-feet)
 - 12 oil absorbent pads (17-inches by 19-inches)
 - 1 pair splash resistant goggles
 - 3 pairs nitrile gloves
 - 10 disposable bags with ties
- Instructions

1.21.5 Maintenance Standards

Any stormwater within the material storage area shall be pumped or otherwise discharged after each rain event. Before pumping, the stormwater must be evaluated to determine if it must go to treatment or can be discharged without treatment. If stormwater is contaminated, direct the discharge to appropriate treatment.

Restock spill kit materials as needed.

1.20 BMP C152: Sawcutting and Surfacing Pollution Prevention

1.20.1 Purpose

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

1.20.2 Conditions of Use

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

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

1.20.3 Design and Installation Specifications

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

1.20.4 Maintenance Standards

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

1.23 BMP C160: Erosion and Sediment Control Lead

1.23.1 Purpose

The project proponent must designate at least one person as the responsible representative in charge of erosion and sediment control (ESC) and water quality protection. The designated person shall be the erosion and sediment control (ESC) lead, who is responsible for ensuring compliance with all local, state, and federal erosion and sediment control and water quality requirements.

1.23.2 Conditions of Use

- An erosion and sediment control contact is required for all project sites.
- A certified erosion and sediment control lead (CESCL) or certified professional in erosion and sediment control (CPESC) is required on projects that include, but are not limited to:
 - Construction activity that disturbs one acre of land or more.
- Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
- The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
- The CESCL, CPESC, or ESC Lead must be knowledgeable in the principles and practices of erosion and sediment control and have the skills to assess:
 - Site conditions and construction activities that could impact the quality of stormwater.
 - Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

1.23.3 Specifications

- The CESCL lead shall:
 - Have a current certified erosion and sediment control lead (CESCL) certificate proving attendance in an erosion and sediment control training course that meets the minimum ESC training and certification requirements established by Ecology.
- For additional information concerning the Certified Professional in Erosion and Sediment Control program please go to <https://envirocertintl.org/cpesc/>.
- The ESC lead shall have authority to act on behalf of the contractor or developer and shall be available, on call, 24 hours per day throughout the period of construction.
- The Construction SWPPP shall include the name, telephone number, email, and address of the designated ESC lead.
- An ESC lead may provide inspection and compliance services for multiple construction projects in the same geographic region.
- Duties and responsibilities of the ESC lead shall include, but are not limited to, the following:
 - Inspecting all areas disturbed by construction activities, all BMPs and all locations where runoff leaves the site at least once every calendar week and within 24 hours of

any discharge from the site. The ESC lead may reduce the inspection frequency for temporary stabilized, inactive sites to monthly.

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

1.24 BMP C162: Scheduling

1.24.1 Purpose

Sequencing a construction project reduces the amount and duration of soil exposed to erosion.

1.24.2 Conditions of Use

The construction sequence schedule is an orderly listing of all major land-disturbing activities together with the necessary erosion and sediment control measures planned for the project. This type of schedule guides the contractor on work to be done before other work is started so serious erosion and sedimentation problems can be avoided.

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

1.24.3 Design Considerations

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

1.35 BMP C220: Stormwater System Inlet Protection

1.35.1 Purpose

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

1.35.2 Conditions of Use

- Use where inlets are to be made operational before permanent stabilization of the disturbed area.
- Provide protection for all stormwater system inlets downslope and within 500 feet of a disturbed or construction area, unless those inlets are preceded by another sediment trapping device.
- Table 3 - 11: Stormwater System Inlet Protection lists several options for inlet protection. All of the methods for stormwater system inlet protection are prone to plugging and require a high frequency of maintenance. Contributing areas should be limited to 1 acre or less. Emergency overflows may be required where stormwater ponding would cause a hazard. If an emergency overflow is provided, additional end-of-pipe treatment may be required.

Table 3 - 11: Stormwater System Inlet Protection

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

1.35.3 Design and Installation Specifications

Excavated Drop Inlet Protection

- An excavated impoundment around the inlet. Sediment settles out of the stormwater prior to entering the stormwater conveyance system..

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

Block and Gravel Filter

- A block and gravel filter is a barrier formed around the stormwater system inlet with standard concrete blocks and gravel. See Figure 3 - 17: Drop Inlet with Block and Gravel Filter.
- Provide a height 1 to 2 feet above inlet.
- Recess the first row 2 inches into the ground for stability.
- Support subsequent courses by placing a piece of 2x4 lumber through the block opening.
- Do not use mortar.
- Lay some blocks in the bottom row on their side for dewatering the pool.
- Place hardware cloth or comparable wire mesh with ½-inch openings over all block openings.
- Place gravel just below the top of blocks on slopes of 2H:1V or flatter.
- An alternative design is a gravel berm surrounding the inlet with the following characteristics:
 - Provide an inlet slope of 3H:1V.
 - Provide an outlet slope of 2H:1V.
 - Provide a 1-foot wide level stone area between the structure and the inlet.
 - Use inlet slope stones 3 inches in diameter or larger.
 - For outlet slope use gravel ½- to ¾-inch at a minimum thickness of 1-foot.

Gravel and Wire Mesh Filter

- A gravel and wire mesh filter is a gravel barrier placed over the top of the inlet (see). This structure does not provide an overflow.
- Use a hardware cloth or comparable wire mesh with 1/2-inch openings.

- Place wire mesh over the drop inlet so that the wire extends a minimum of 1-foot beyond each side of the inlet structure.
- Overlap the strips if more than one strip of mesh is necessary.
- Place coarse aggregate over the wire mesh.
 - Provide at least a 12-inch depth of aggregate over the entire inlet opening and extend at least 18-inches on all sides.

Catch Basin Filters

- Inserts (Figure 3 - 19: Catch Basin Filter) shall be designed by the manufacturer for use at construction sites. The limited sediment storage capacity increases the frequency of inspection and maintenance required, which may be daily for heavy sediment loads. The maintenance requirements can be reduced by combining a catch basin filter with another type of inlet protection. This type of inlet protection provides flow bypass without overflow and therefore may be a better method for inlets located along active rights-of-way.
- Provide a minimum of 5 cubic feet of storage.
- Requires dewatering provisions.
- Provide a high-flow bypass that will not clog under normal use at a construction site.
- The catch basin filter is inserted in the catch basin just below the grating.

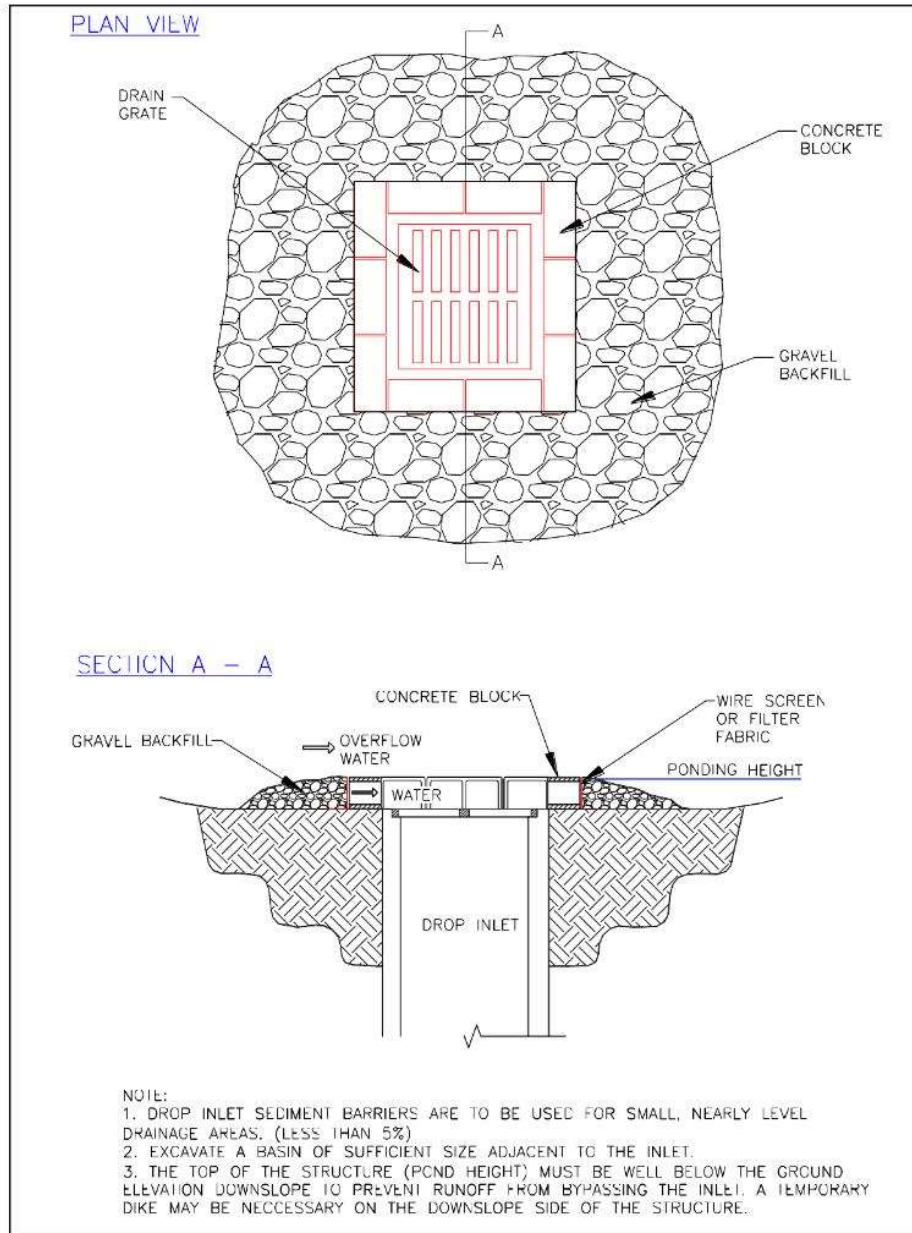


Figure 3 - 17: Drop Inlet with Block and Gravel Filter

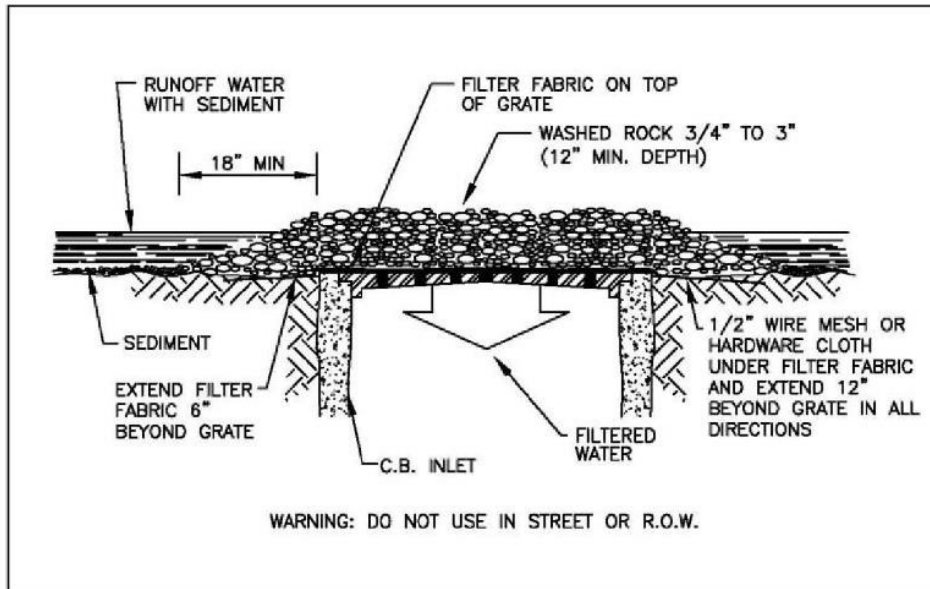


Figure 3 - 18: Gravel and Wire Mesh Filter

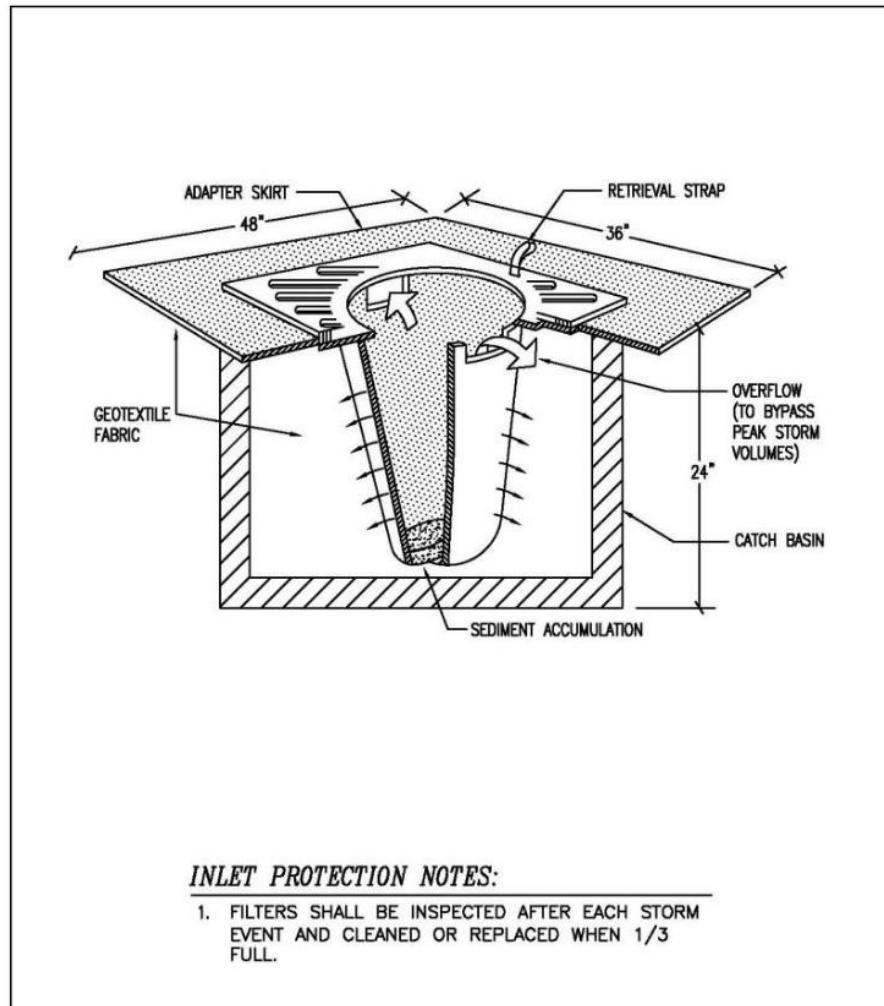


Figure 3 - 19: Catch Basin Filter

Curb Inlet Protection with Wooden Weir

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

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

Block and Gravel Curb Inlet Protection

Barrier formed around an inlet with concrete blocks and gravel. See Figure 3 - 20: Block and Gravel Curb Inlet Protection.

- Use wire mesh with ½-inch openings.
- Place two concrete blocks on their sides abutting the curb at either side of the inlet opening. These are spacer blocks.
- Place a 2x4 stud through the outer holes of each spacer block to align the front blocks.
- Place blocks on their sides across the front of the inlet and abutting the spacer blocks.
- Place wire mesh over the outside vertical face.
- Pile coarse aggregate against the wire to the top of the barrier.

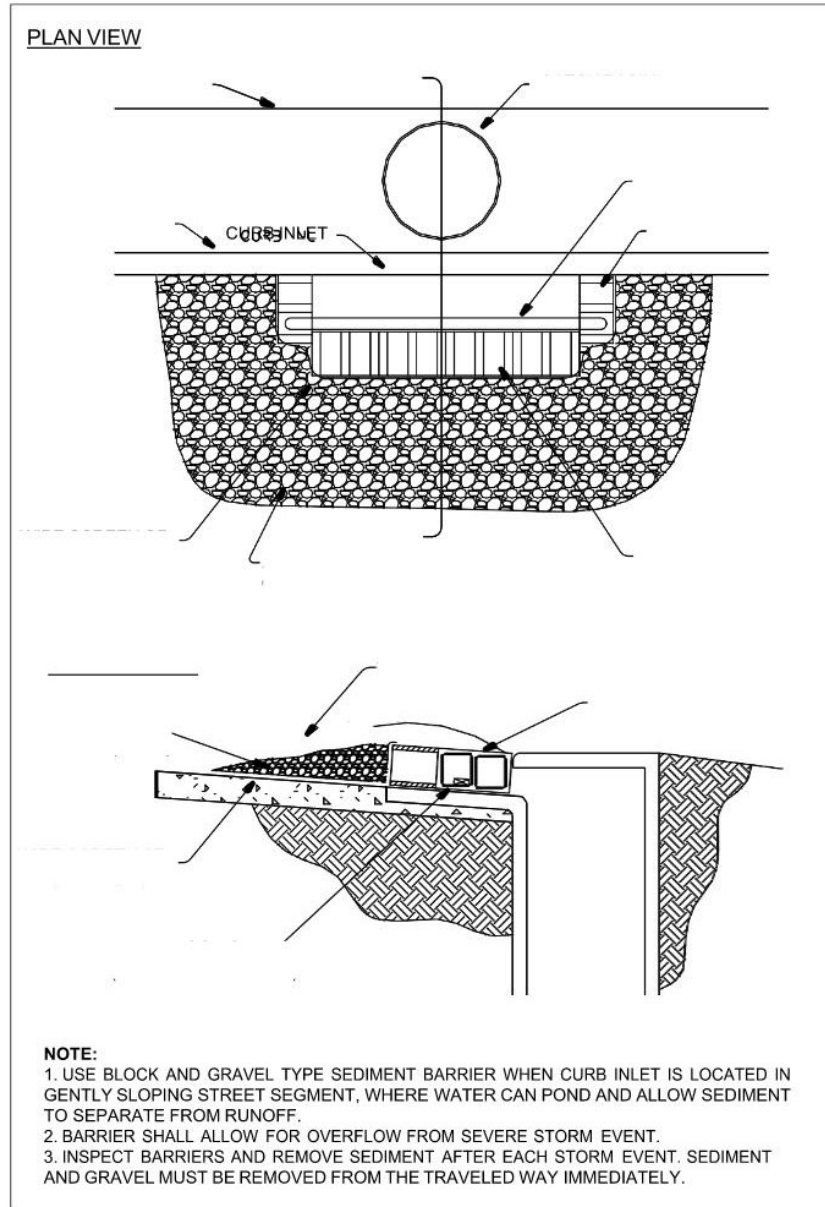


Figure 3 - 20: Block and Gravel Curb Inlet Protection

Curb and Gutter Sediment Barrier

Sandbag or rock berm (riprap and aggregate) 3 feet high and 3 feet wide in a horseshoe shape. See Figure 3 - 21: Curb and Gutter Sediment Barrier.

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

1.35.4 Maintenance Standards

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

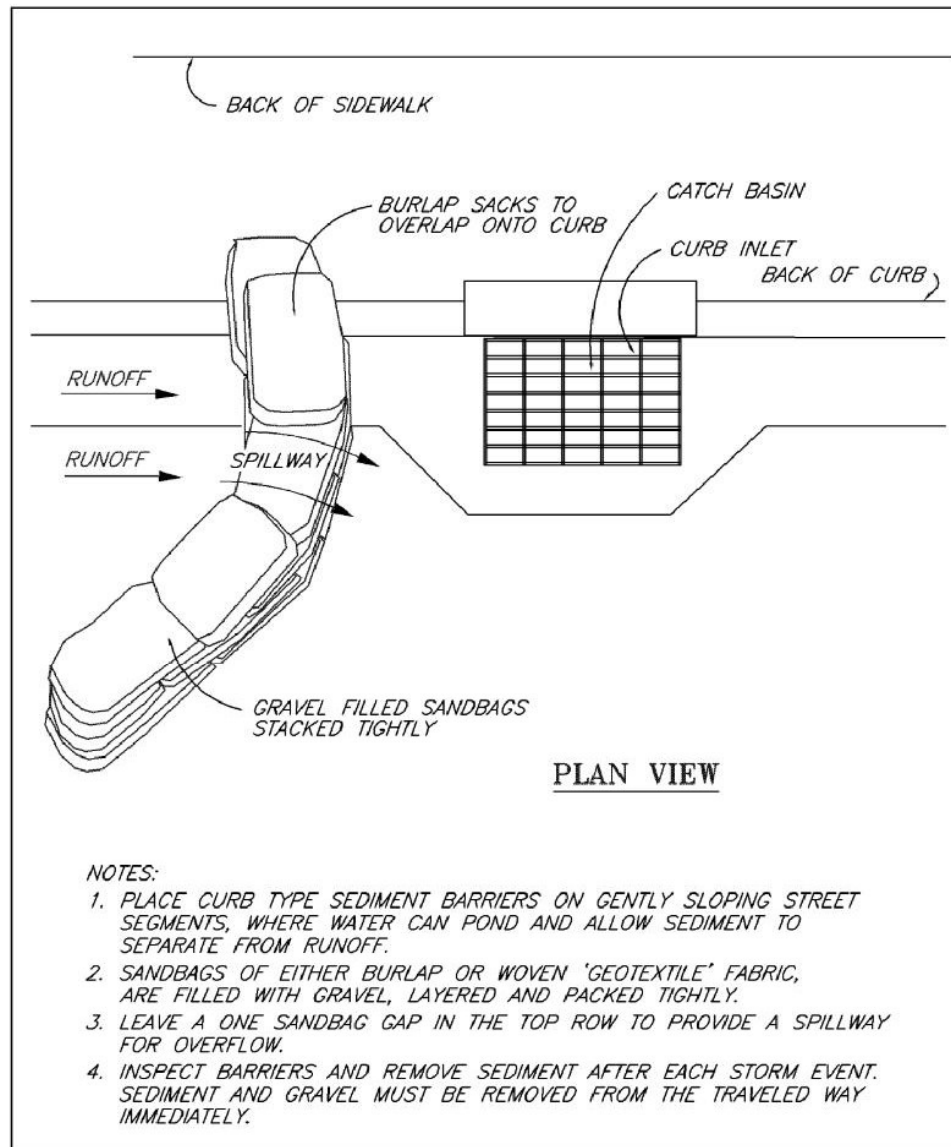
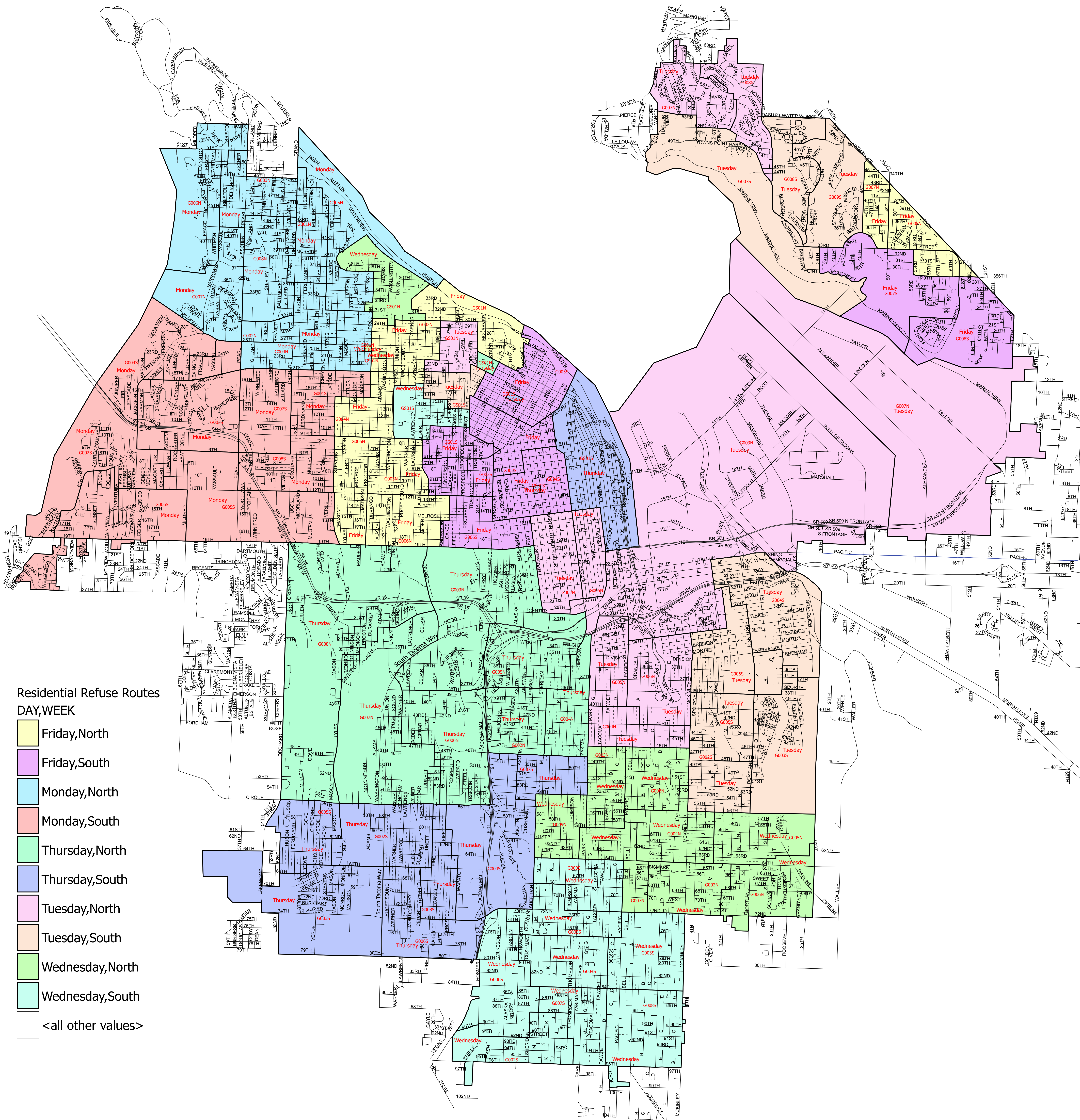


Figure 3 - 21: Curb and Gutter Sediment Barrier

APPENDIX D

CITY OF TACOMA GARBAGE, RECYCLING AND YARD WASTE PICK UP MAP

Residential Refuse Routes



APPENDIX E

TRAFFIC CONTROL HANDBOOK

TRAFFIC CONTROL HANDBOOK

**MUST MAINTAIN
PEDESTRIAN AND
DISABILITY ACCESS AT
ALL TIMES**



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Sidewalk Closure with Parking Closure

SURVEY CREWS

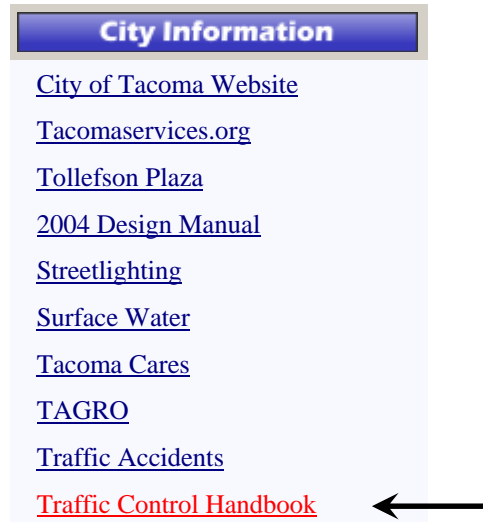
Survey Two Lane Arterial Intersection
Survey Two Lane Arterial Mid Block
Survey Multi-Lane Arterial

CREATE YOUR OWN PLAN

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

TRAFFIC CONTROL PLAN INSTRUCTIONS

- 1) To create a traffic control plan, go to www.govME.com
- 2) At the bottom of the page, under “City Information” choose “[Traffic Control Handbook](#)”



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

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



City of Tacoma Public Works Department

INTRODUCTION

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

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

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

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

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

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

PERMITS

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

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

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

MUNICIPAL AGENCIES

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

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

GENERAL RULES

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

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

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

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

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

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

http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic_Control_Handbook.pdf

Special Traffic Requirements

The contractor shall notify the following departments three (3) working days prior to any street closure.

Pierce Transit requires five (5) working days prior to any route detours.

Department	Phone	Fax	Email
Traffic Engineering	591-5500	591-5533	
Tacoma Fire Department	591-5733	591-5034	kmueller@cityoftacoma.org
Tacoma Police –Ops	591-5932	594-7842	
LESA	798-4721 Opt #3	798-2708	
Sound Transit Link	206-370-5674		
Pierce Transit	581-8109	589-6364 or 589-6367	
Pierce Transit Events Coordinator	581-8001	984-8161	
Public Works/Street Ops	591-5495	591-5302	
School Trans Office	571-1853	571-1932	
Durham School Services		475-0422	
First Students		272-7799	
UWT Facilities Services		692-5705	
Off-Duty Police Officer	591-5932		TacomaPoliceEvents@cityoftacoma.org
Tacoma Refuse	591-5544	591-5547	

Include the following information when notifying the above departments.

Name of street to be closed & the extent of the closure (between which two roads).

Stipulate whether or not the area is to be open to local traffic & emergency vehicles.

State the date(s) & hour(s) the closure will be in effect.

Give the reason for the closure.

Provide detour information.

State who/which firm is performing the work.

Provide the name and telephone number of a contact person.

Recommended Publications

As a contractor you will have many opportunities for setting up traffic control. To comply with national standards, we recommend having the **MUTCD** (Manual on Uniform Traffic Control Devices) for future reference.

To order hard copies or CD versions of the MUTCD please go to one of the links below:

American Association of State Highway Organizations at: <https://bookstore.transportation.org/>

Institute of Traffic Engineers at: <http://www.ite.org/bookstore/index.asp>

American Traffic Safety Services Association at: <http://www.atssa.com/>

Things to Think About

Before the traffic control plan is drawn visit the site and look for special circumstances that may be unique to the area. For example work being done on the sidewalk may be a hazard if someone walks out a door into your wet cement or a tool may fall on someone's head if someone is in a lift washing windows. Call Pierce Transit if you need to do work at a bus stop. Transit requires five (5) days notice for route detours. Transit will inform citizens and move or temporarily close the stop. Keep in mind that pedestrians need 5' of unobstructed walking area. If roadwork needs to be done on an arterial street, traffic control devices shall be removed during peak hour traffic (7am to 9am and 4pm to 6pm). For further information see our TRAFFIC CONTROL HANDBOOK.

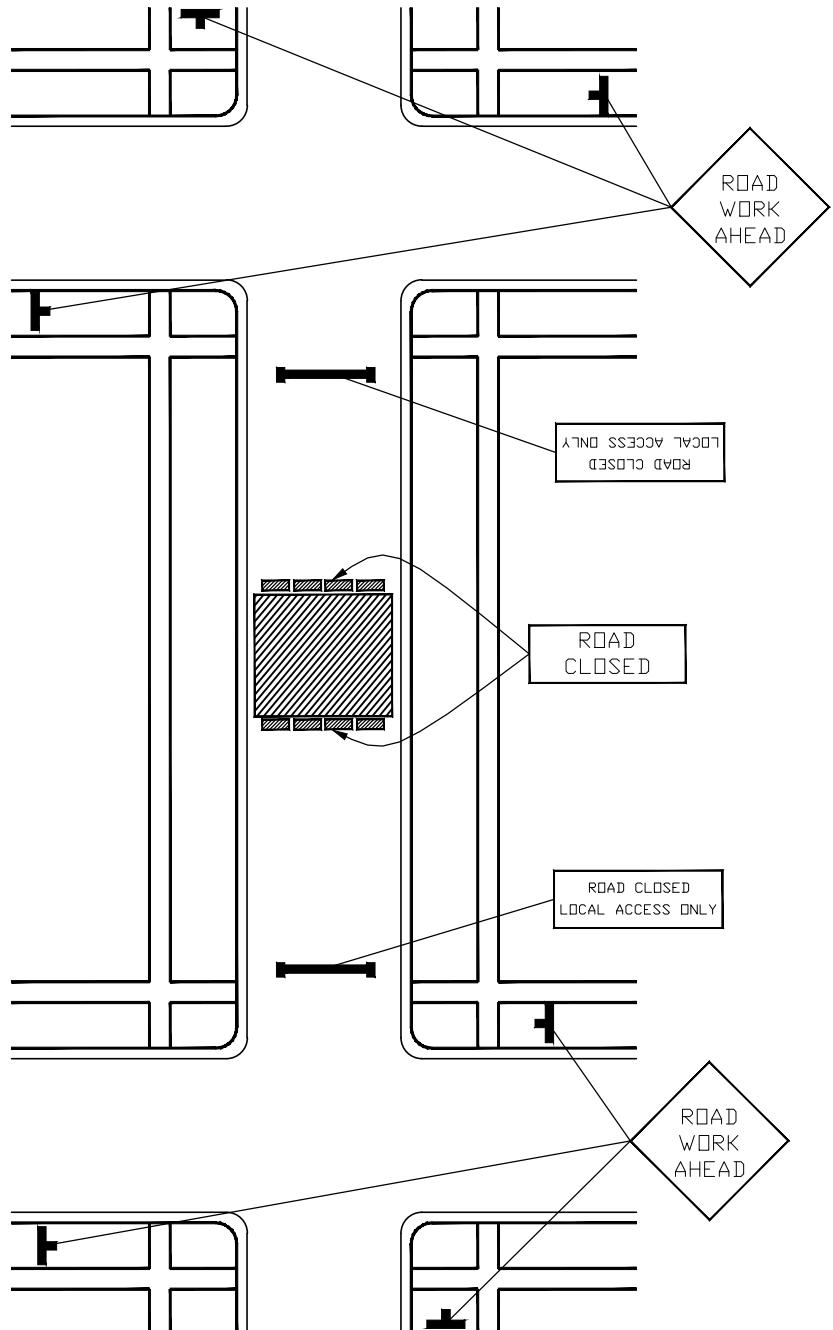
<http://www.cityoftacoma.org/>

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

http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic_Control_Handbook.pdf

SAMPLE SETUP

Note: At night, signage and barricades must be Type C steady burn lights. A contractor may close a nonarterial street to through traffic, provided that local access is maintained at all times with a minimum of a 20' wide access lane. Road Work Ahead signs may be eliminated on non-arterial streets.



NON-ARTERIAL ROAD CLOSURES

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

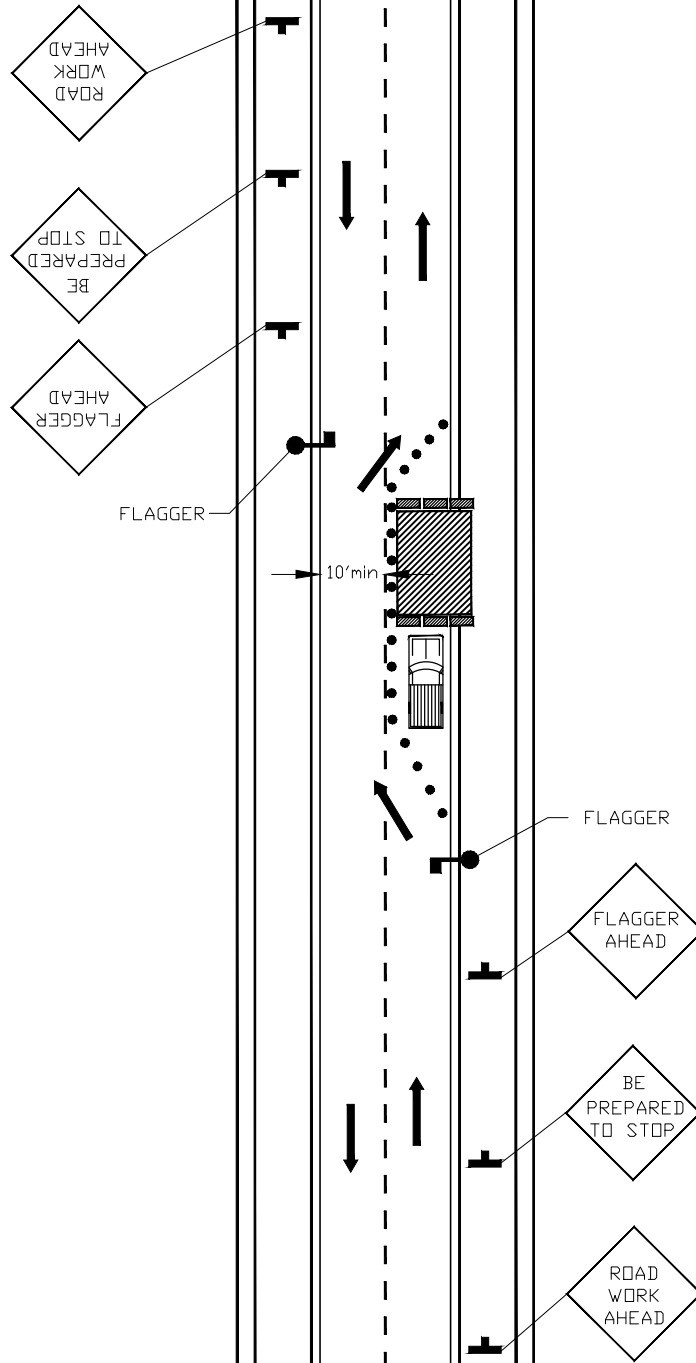
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



SINGLE LANE NON-ARTERIAL WITH FLAGGER

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

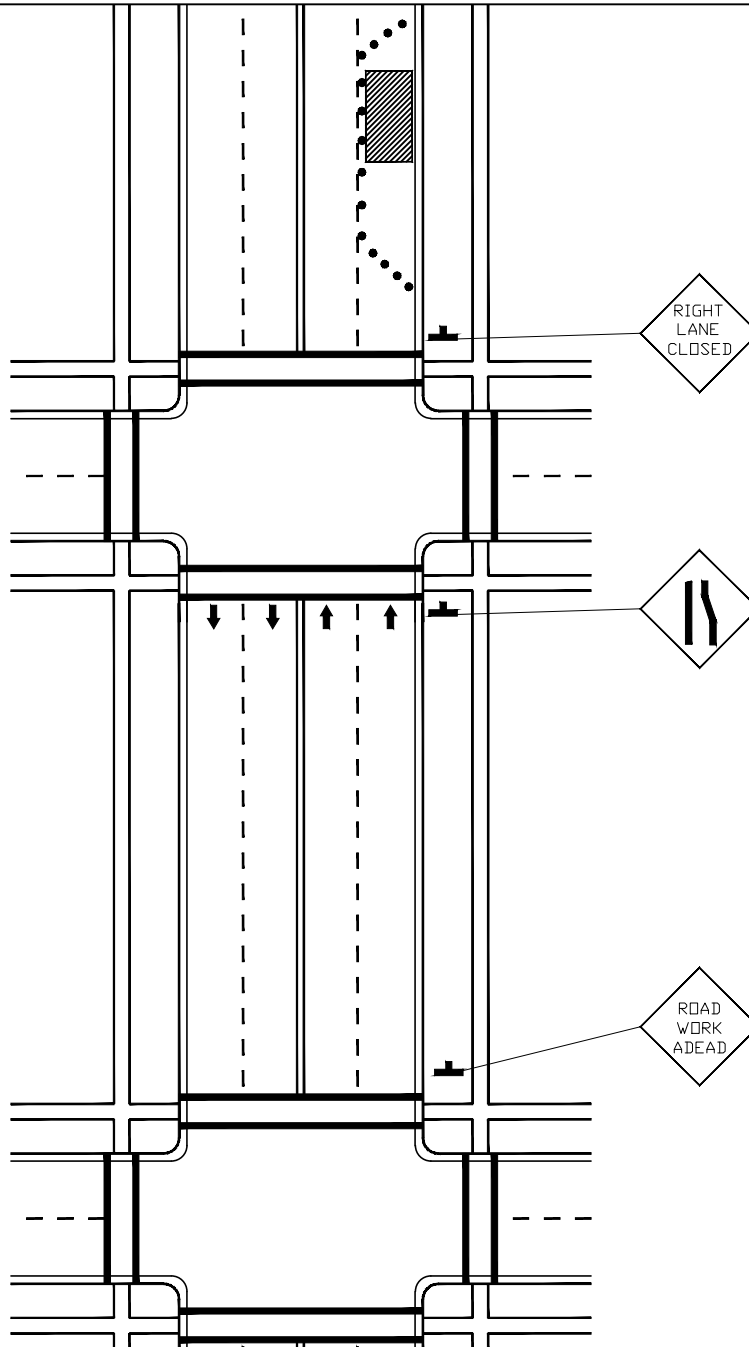
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



CBD
RIGHT LANE
CLOSURE

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

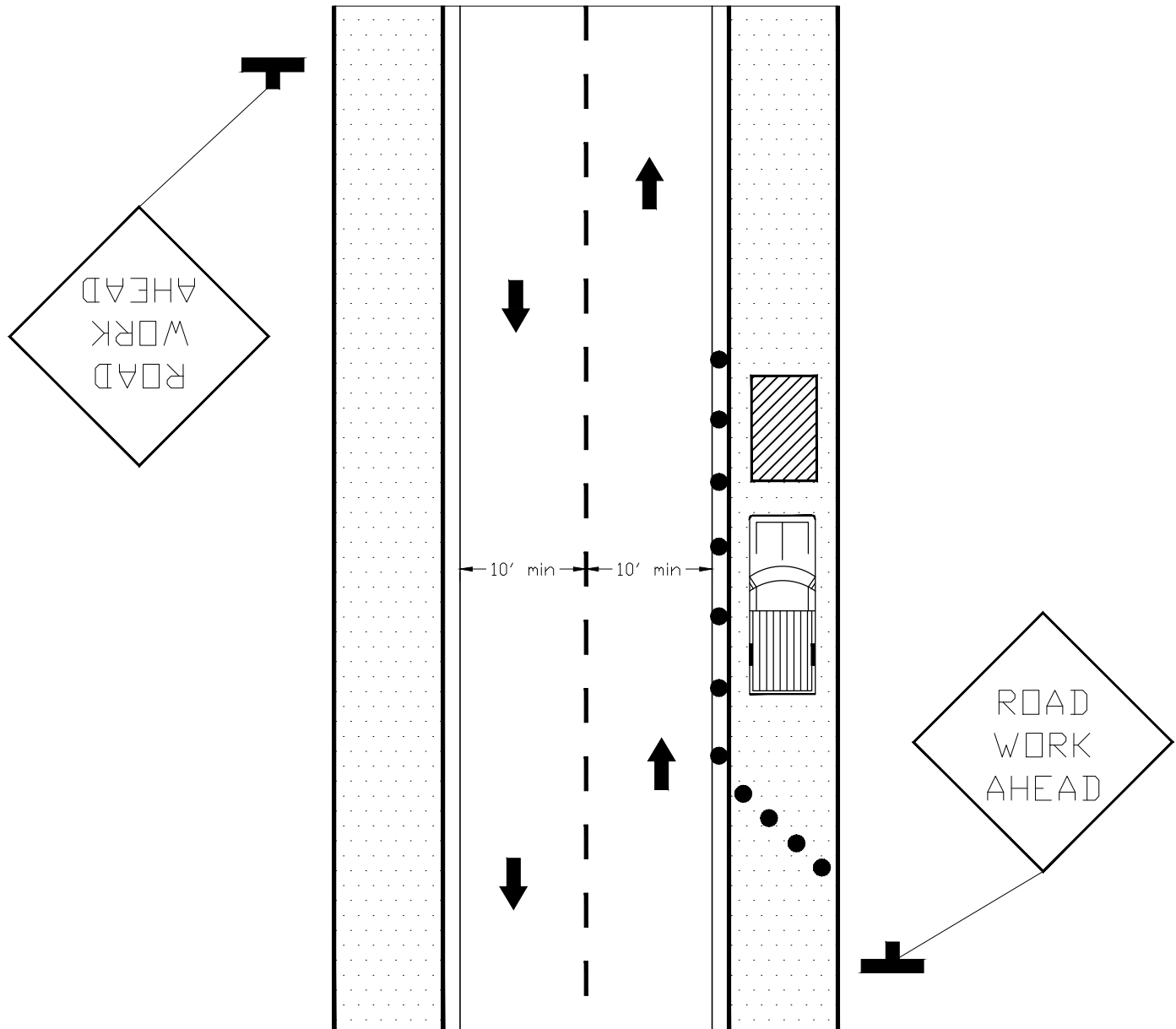
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



SHOULDER WORK WITH MINOR ENCROACHMENT

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

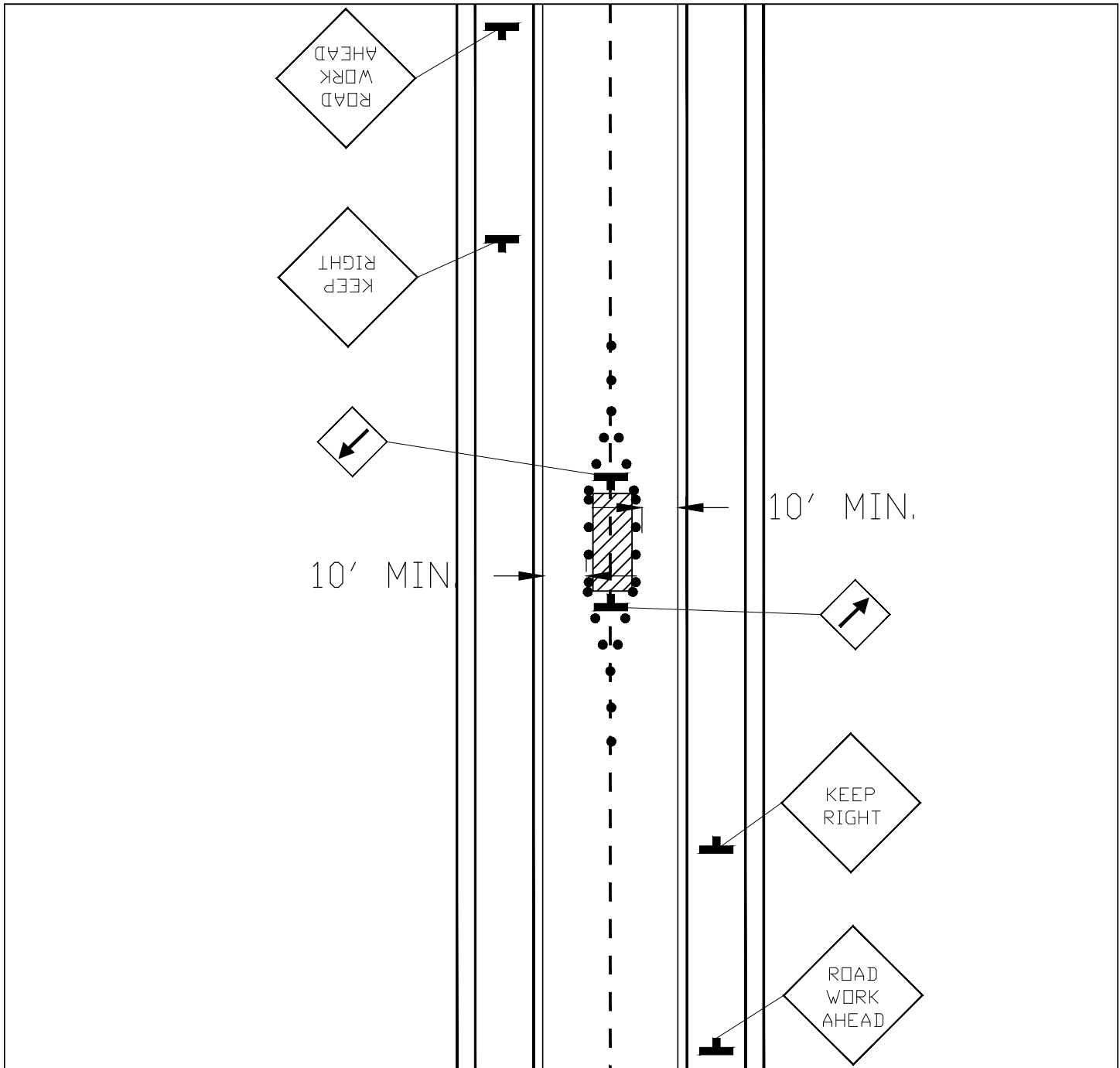
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
	NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.								

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

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

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

SAMPLE SETUP



TWO LANE CENTER CLOSURE

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

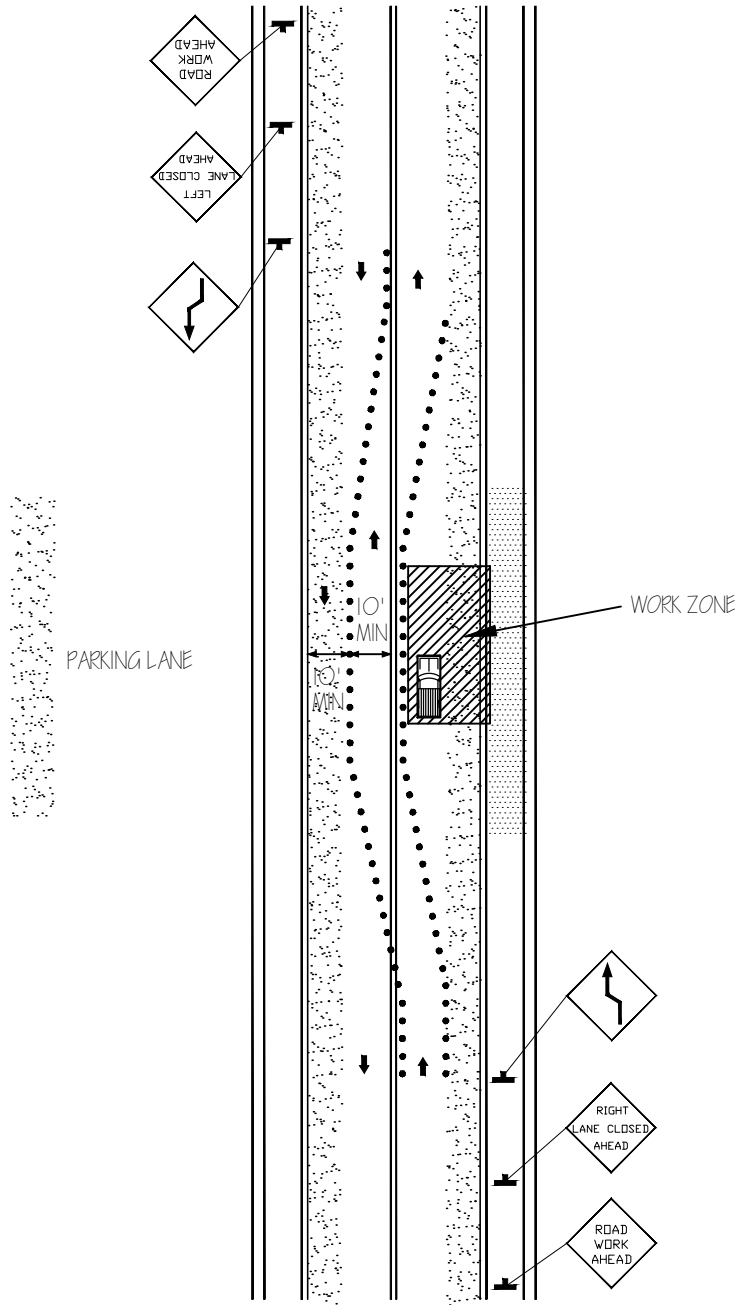
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



TWO WAY LANE SHIFT WITH PARKING

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

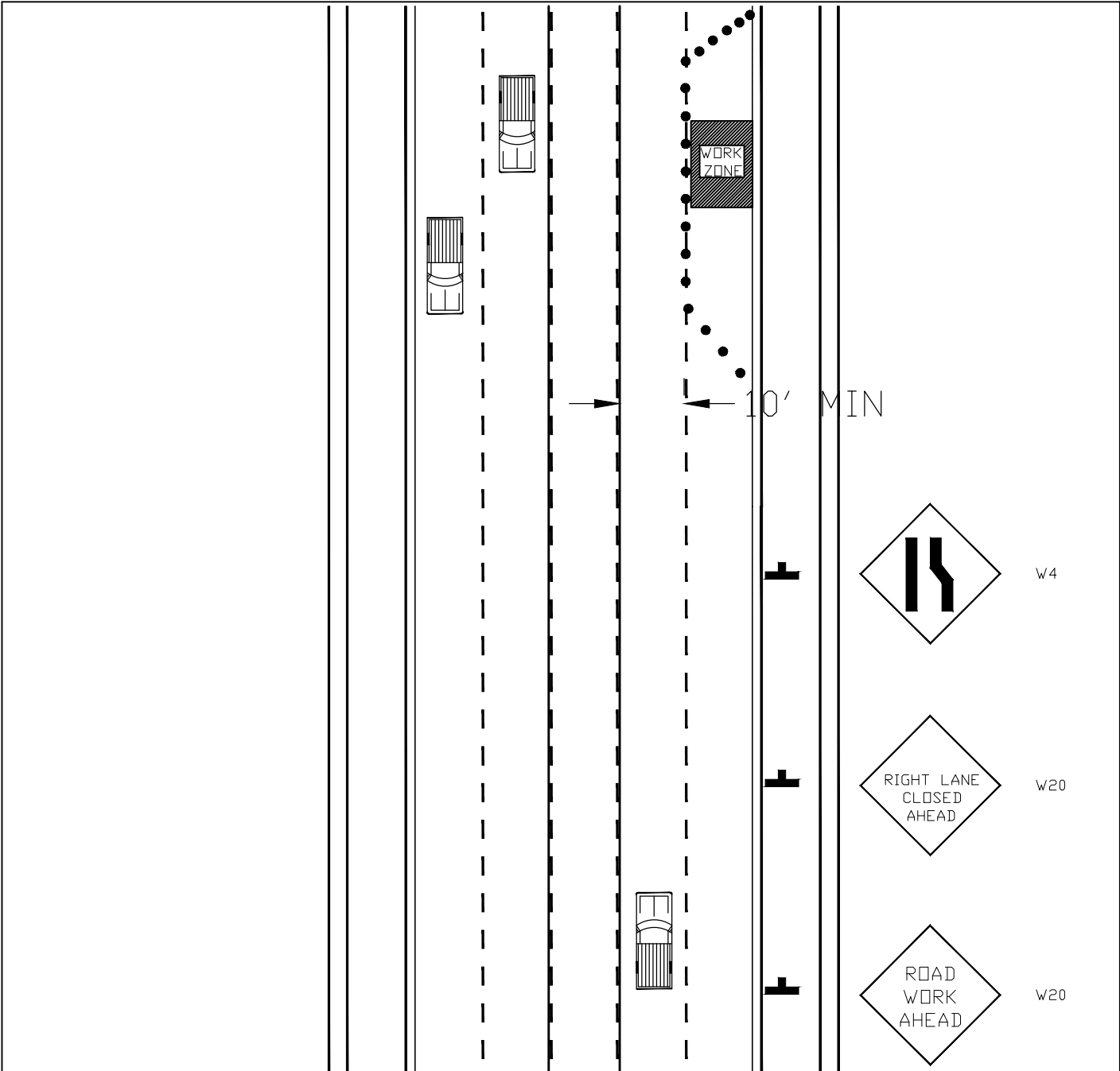
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



RIGHT LANE
CLOSURE

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

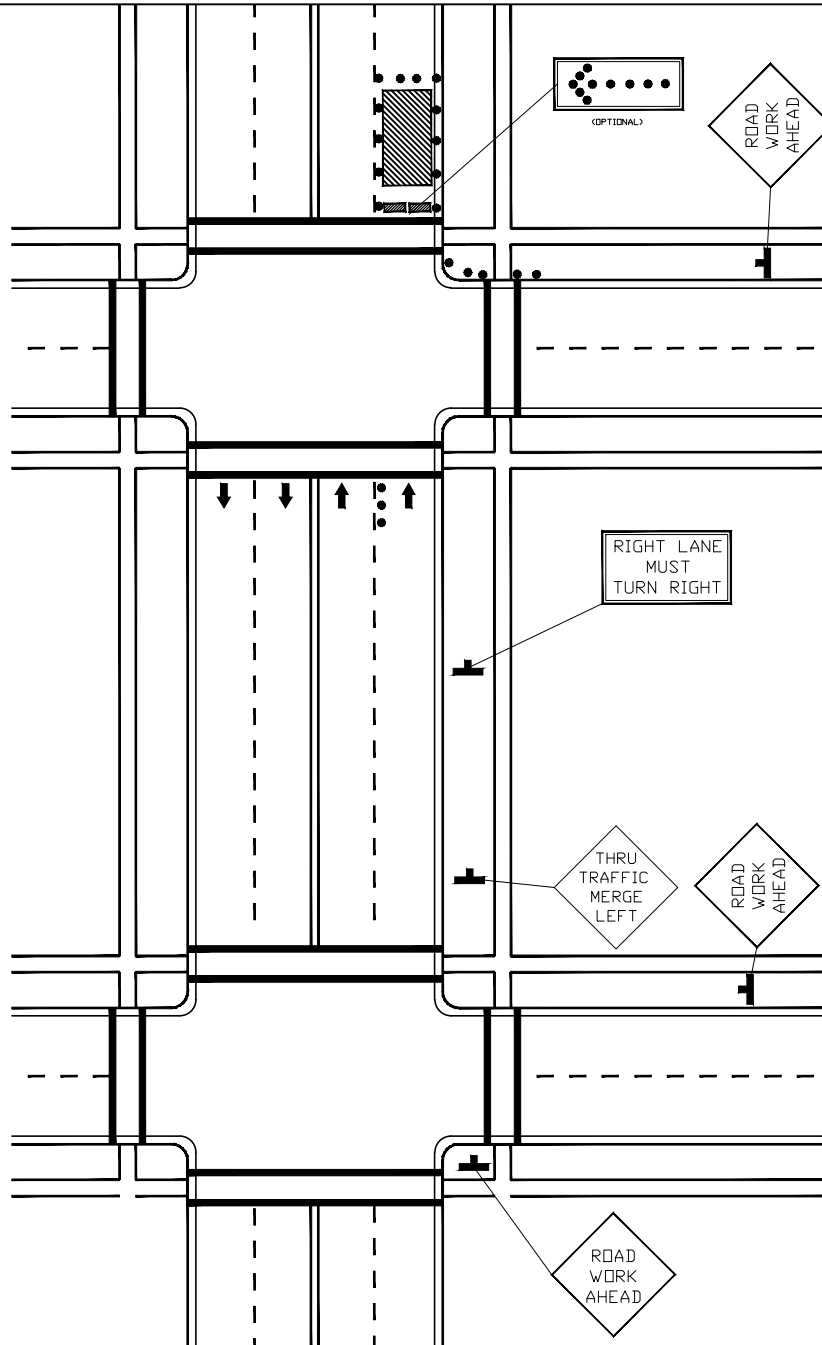
☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS
EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: _____
MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

SAMPLE SETUP



RIGHT LANE CLOSURE AT INTERSECTION

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

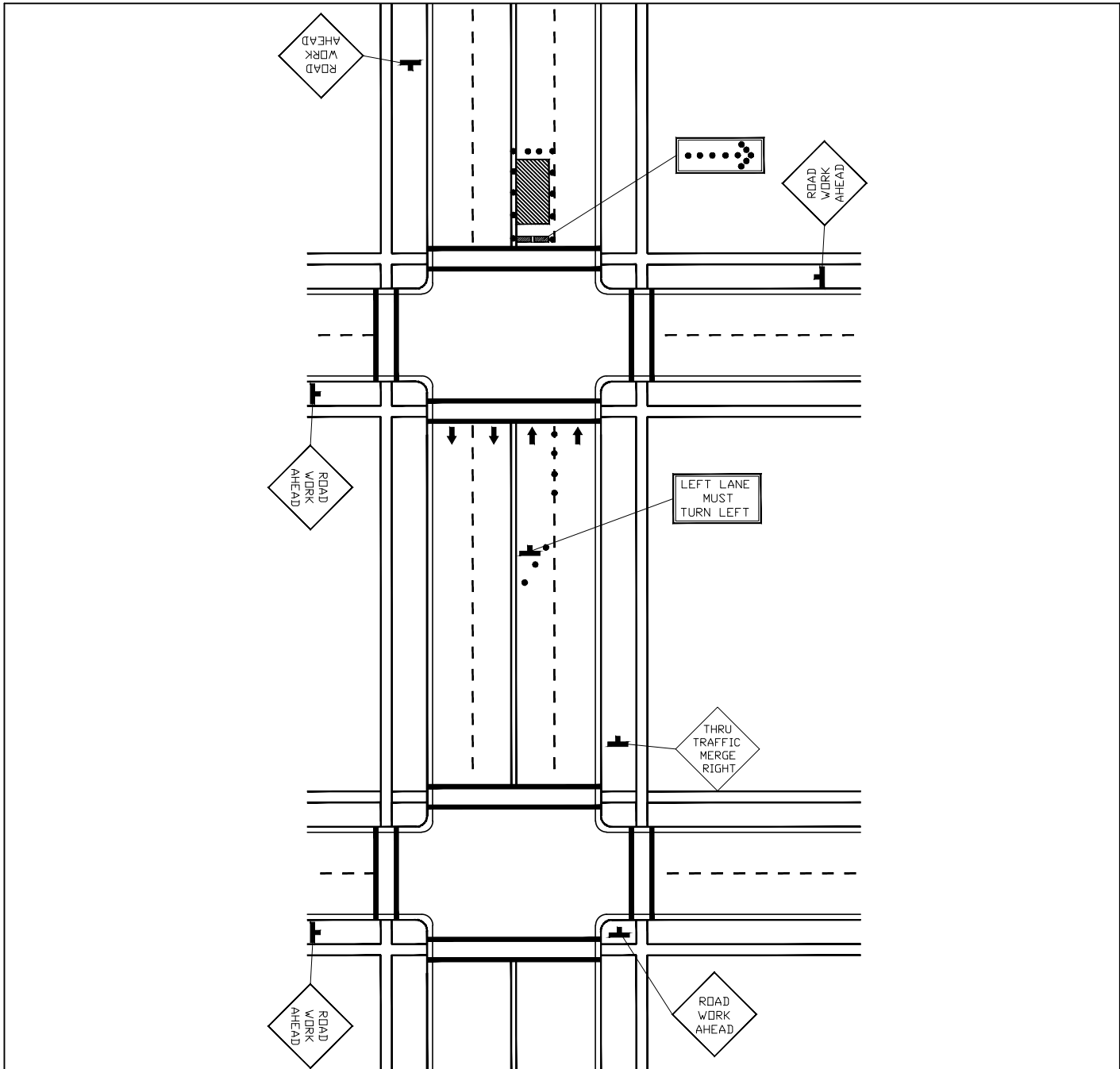
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



LEFT LANE CLOSURE AT INTERSECTION

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

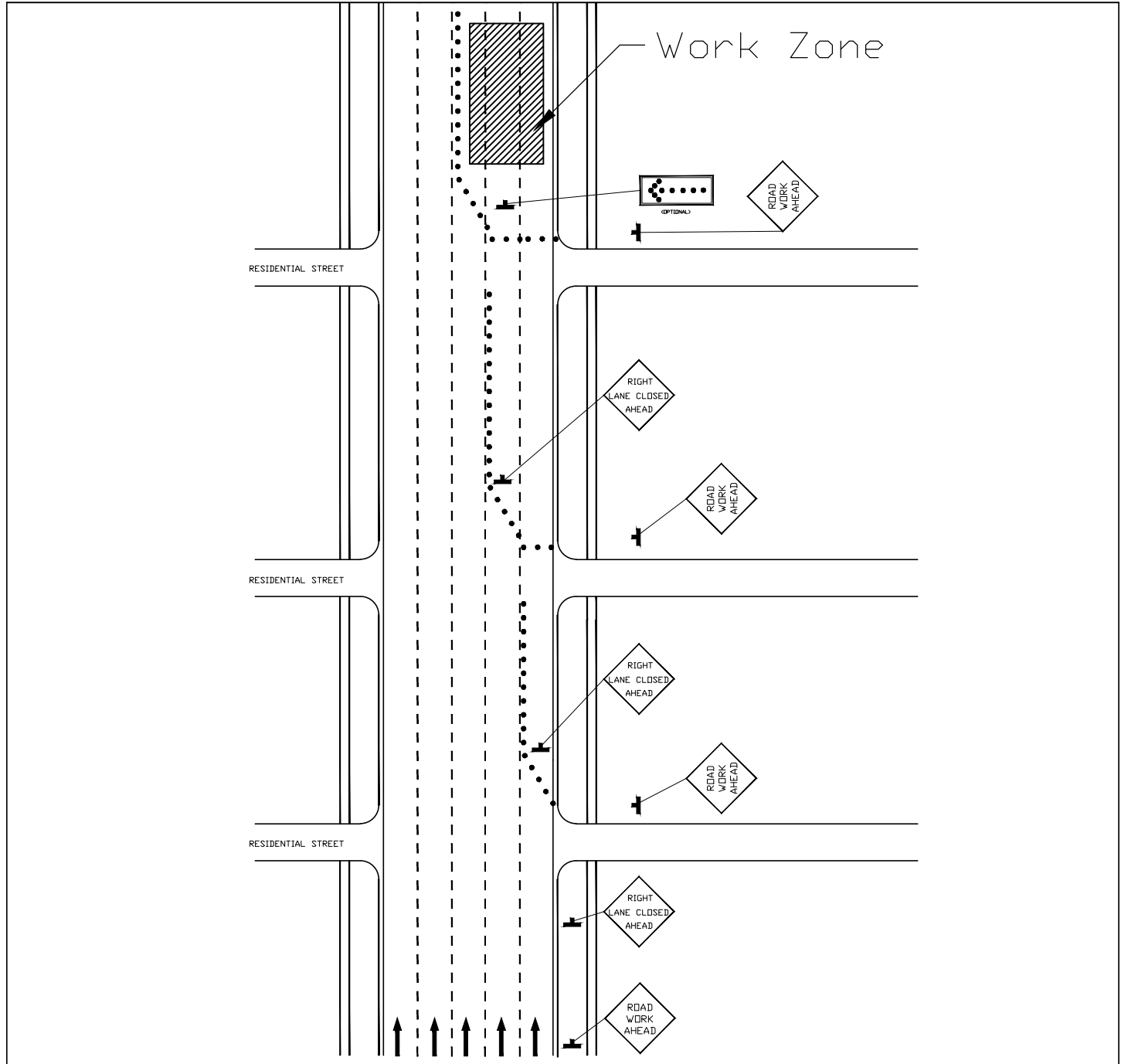
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



ONE WAY MULTI-LANE CLOSURE

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

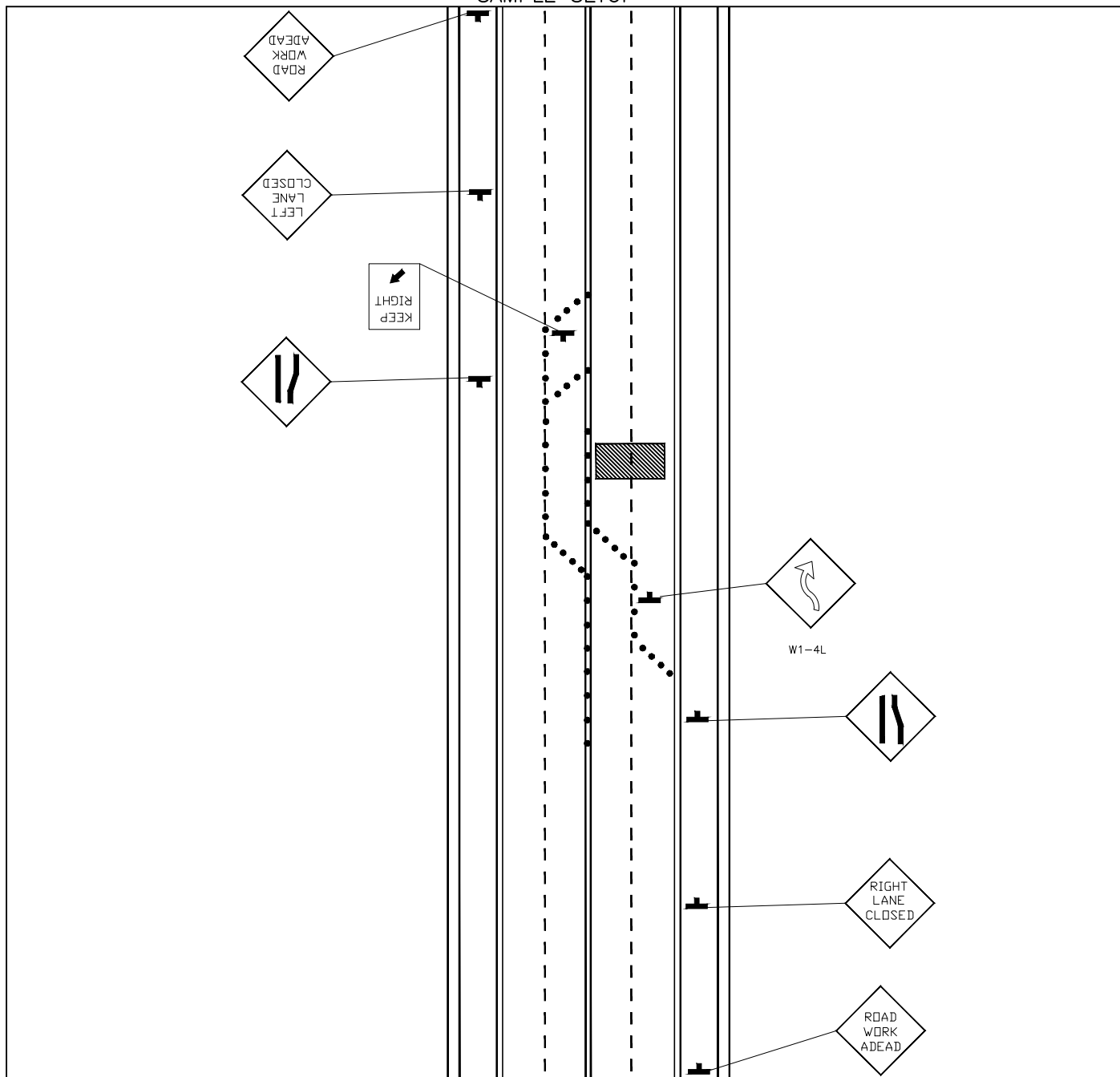
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)								
Offset cones 1 foot maximum.								

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

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

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

SAMPLE SETUP



FOUR LANE ROAD
TWO LANE CLOSURE
ARTERIAL STREET

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

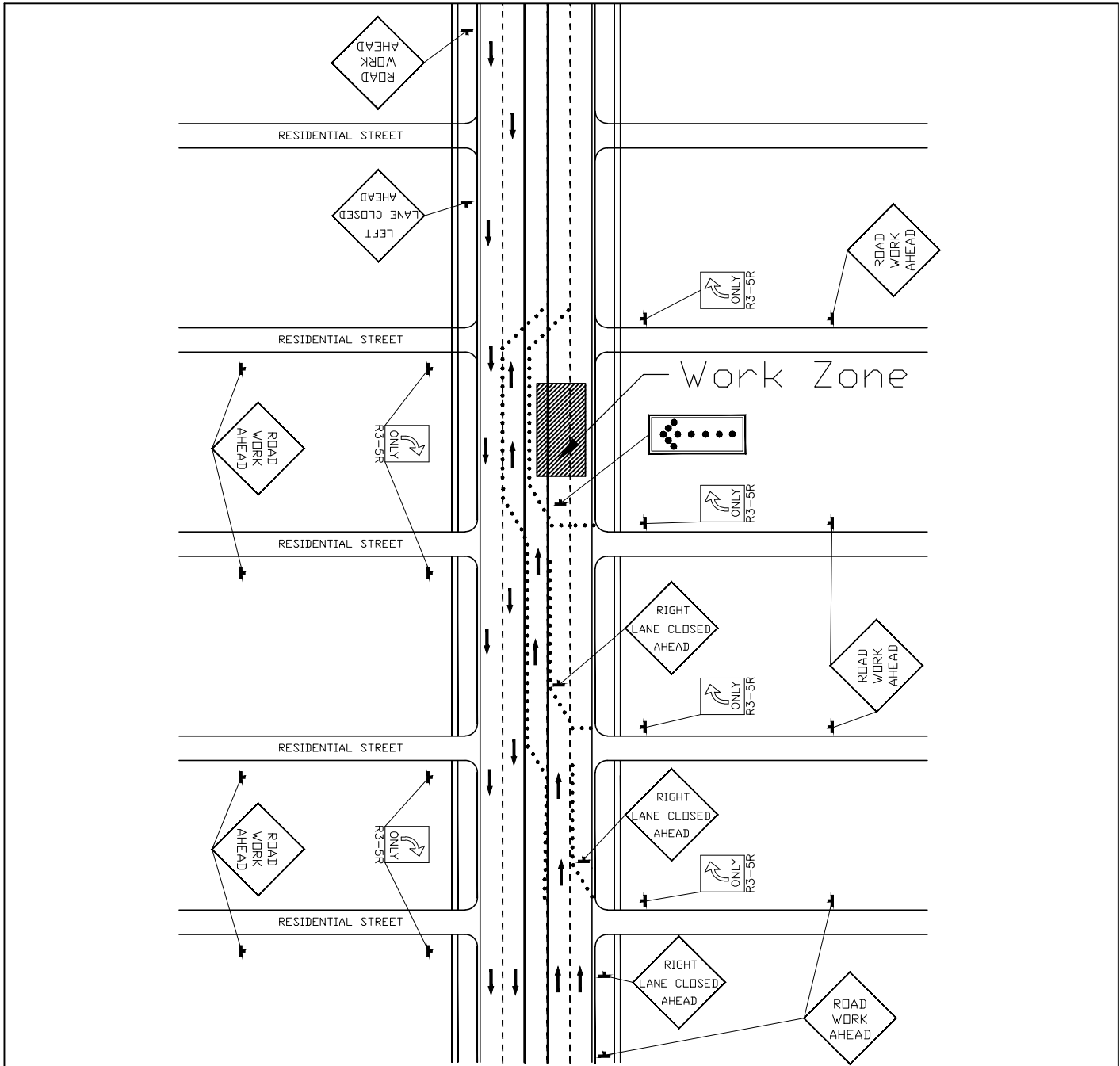
MUST BE OUT OF THE ROAD BY DATE & TIME: _____

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

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

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

SAMPLE SETUP



FIVE LANE ROAD MULTI-LANE CLOSURE

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

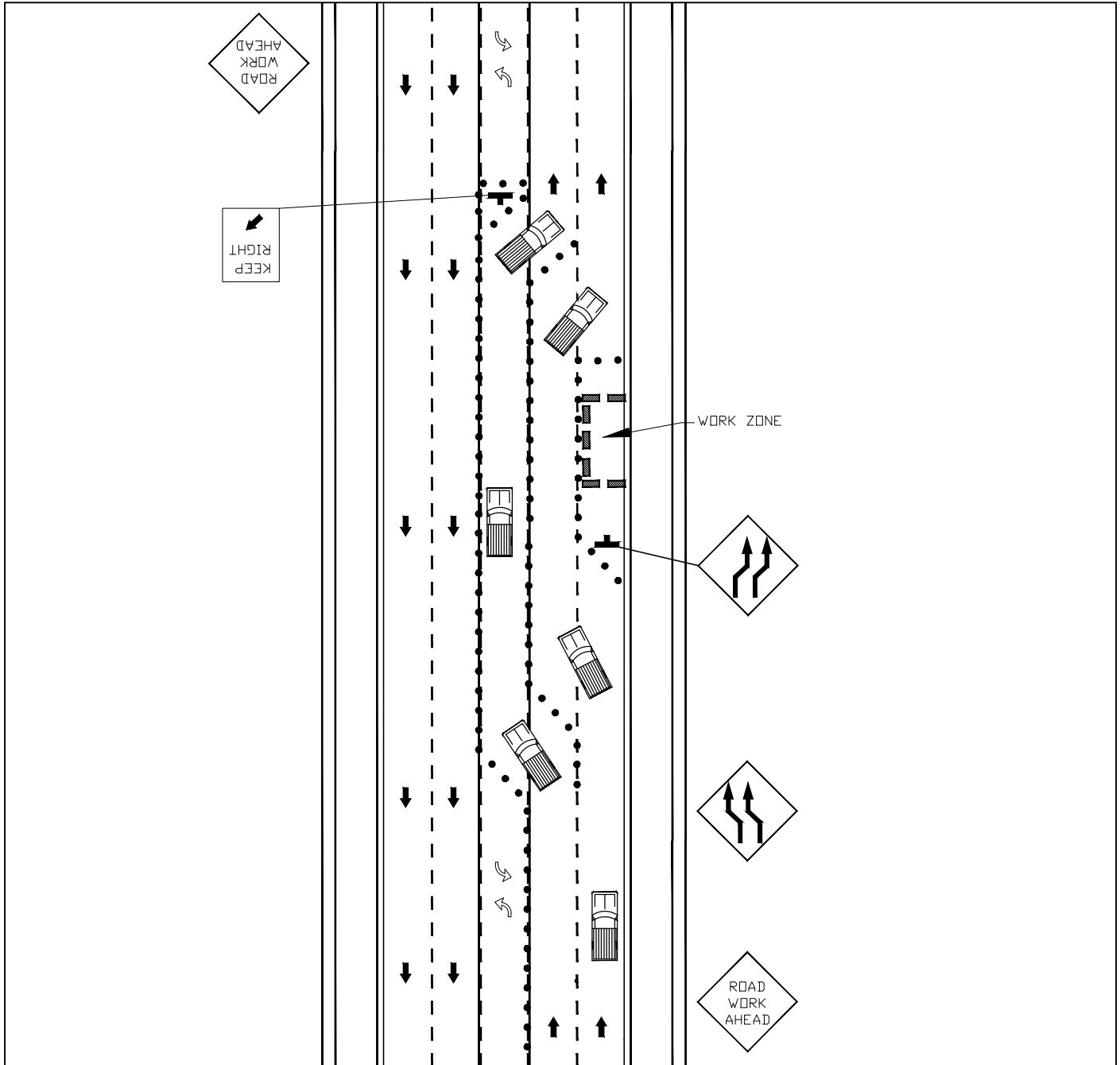
Offset cones 1 foot maximum.

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

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

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

SAMPLE SETUP



TRAFFIC CONTROL FOR 5 LANE SHIFTING

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

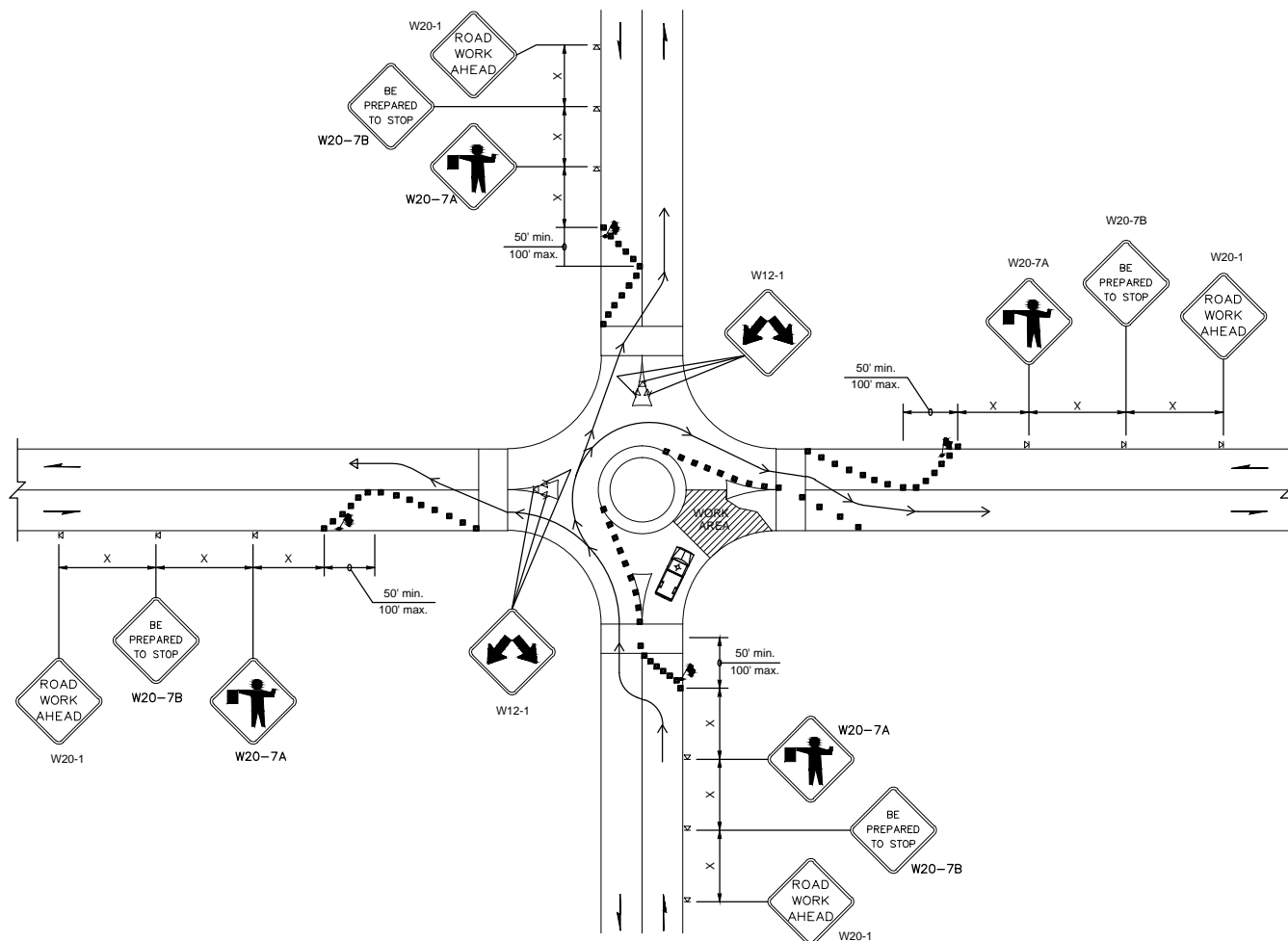
NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

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

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

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



LEGEND

1. Night work requires additional roadway lighting at flagging stations, refer to WSDOT Standard Specifications for additional details
2. Protective vehicle recommended – may be a work vehicle.
3. Each roundabout location is unique and the traffic control must be developed to meet the specific conditions of the location and the work operation.
4. If the work and all work vehicles are off of the travel lanes and island apron, a single Road Work Ahead sign per approach is all that is required. Refer to additional guidance in the MUTCD manual for further information.
5. Consider an additional flagger in center island to assist traffic movement through roundabout or additional signing as appropriate.

LEGEND

- FLAGGING STATION
- SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE – RECOMMENDED
- VEHICLE TRAVEL PATH DURING A FLAGGING PHASE

TYPICAL ROUNDABOUT TRAFFIC CONTROL WITH FLAGGERS

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

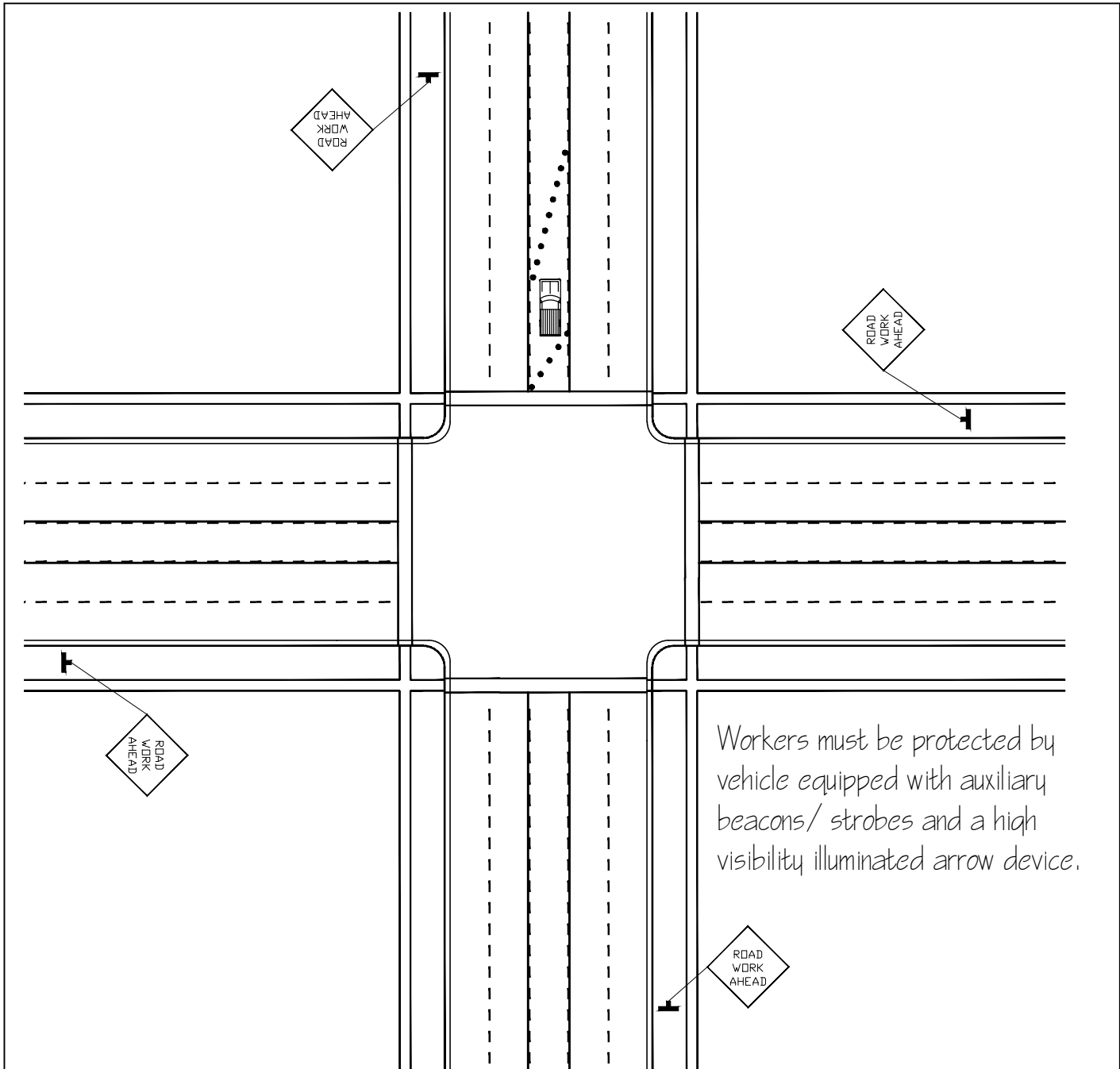
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



CENTER LANE CLOSURE AT INTERSECTION UNDER 60 MINUTES

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

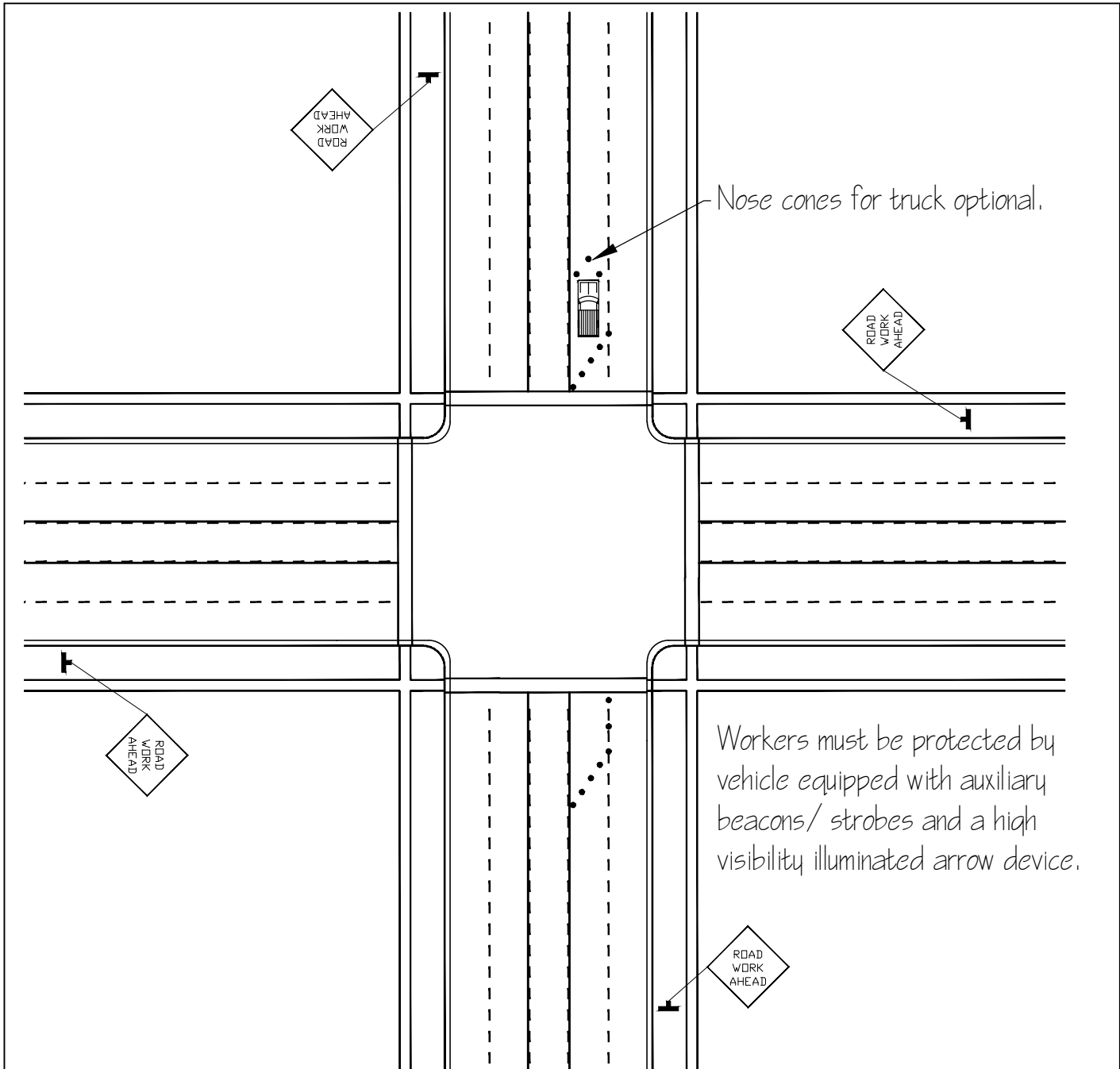
Offset cones 1 foot maximum.

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

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

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

SAMPLE SETUP



INSIDE LANE CLOSURE AT INTERSECTION UNDER 60 MINUTES

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

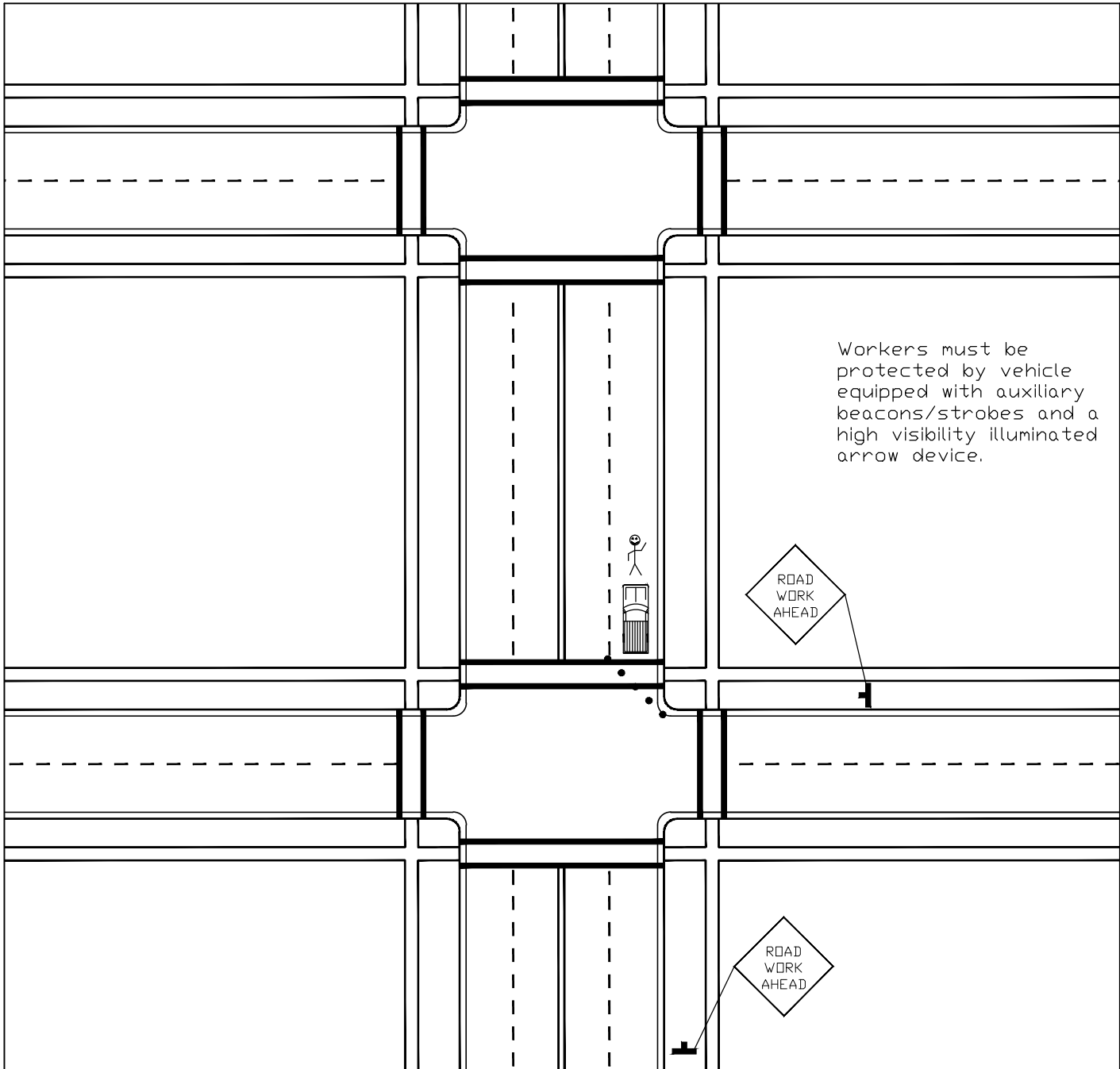
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)								
Offset cones 1 foot maximum.								

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

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

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

SAMPLE SETUP



LANE CLOSURE AT INTERSECTION UNDER 60 MINUTES

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

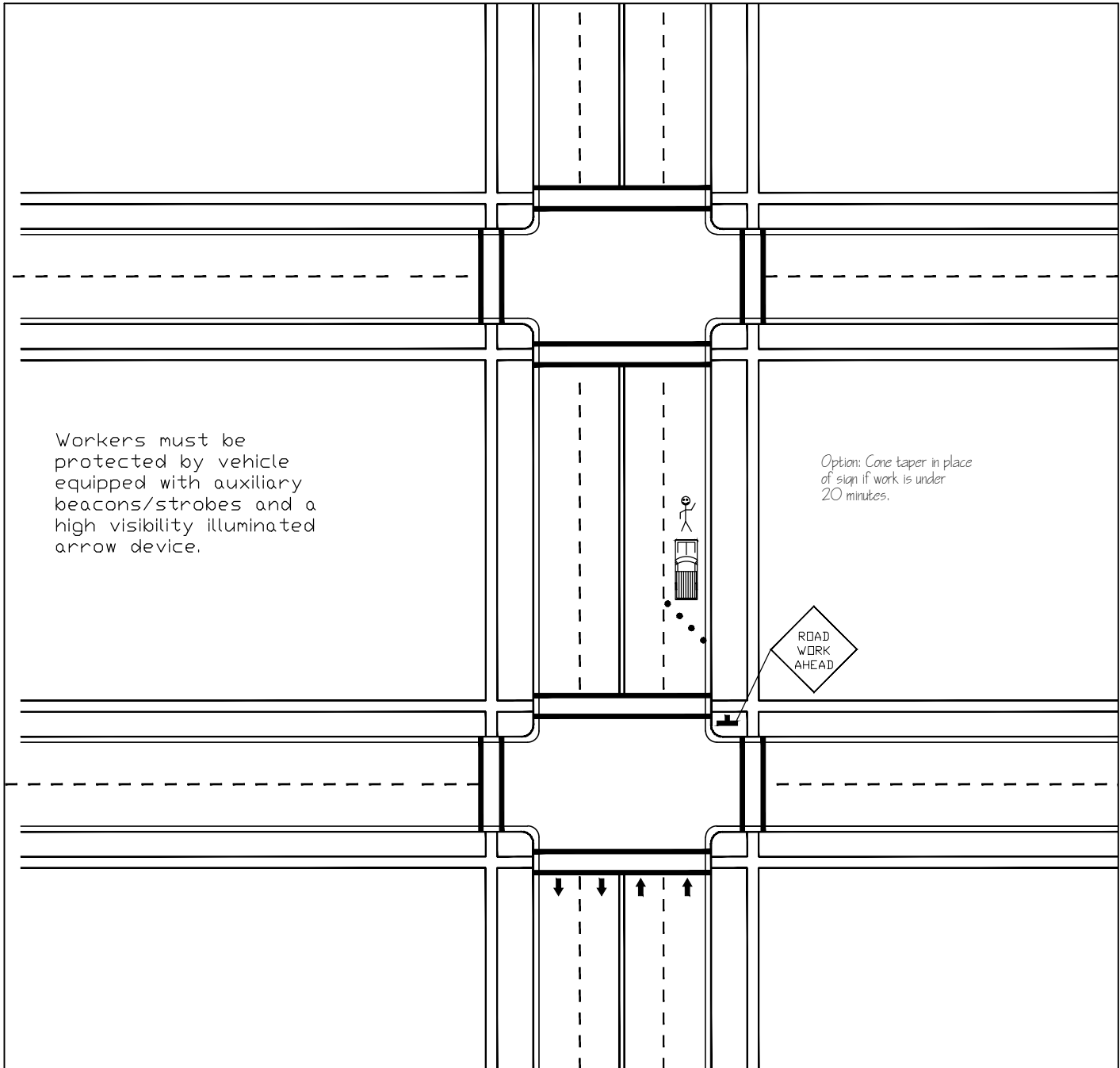
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



MID-BLOCK LANE CLOSURE UNDER 60 MINUTES

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

NUMBER OF CHANNELIZATION DEVICES (CONES)

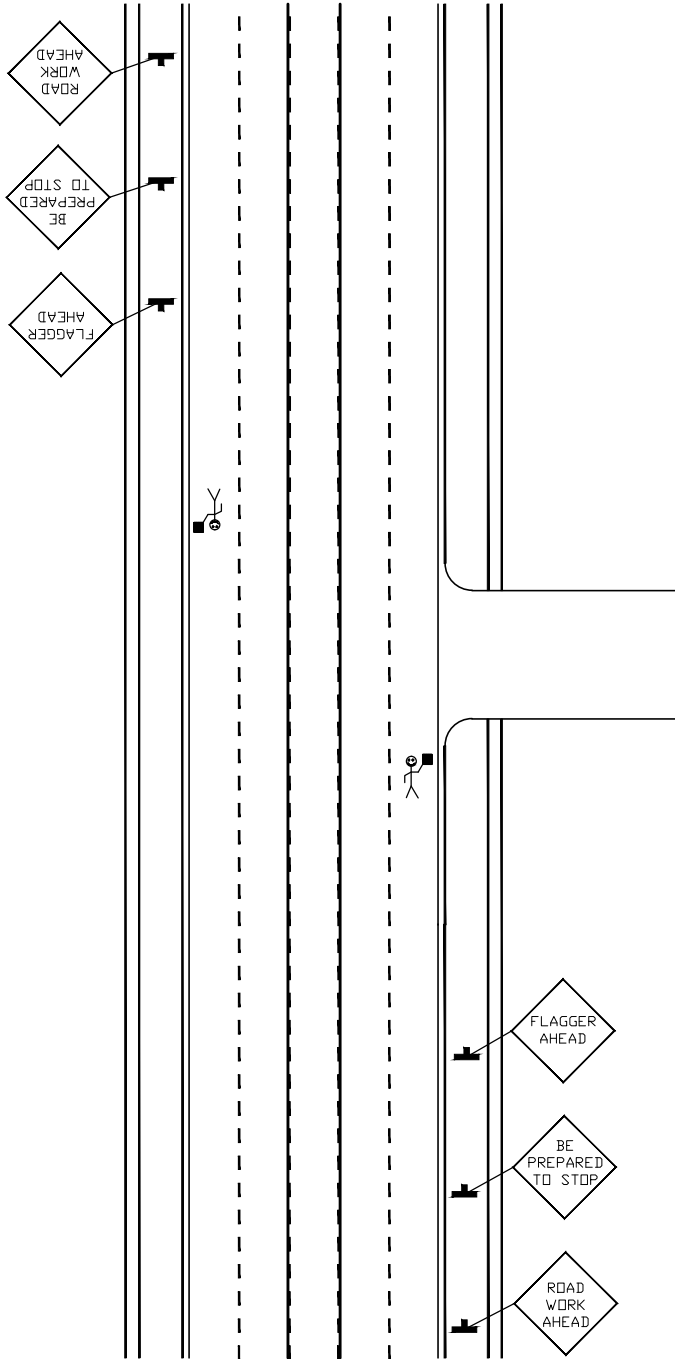
Offset cones 1 foot maximum.

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

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

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

SAMPLE SETUP



TRAFFIC CONTROL RECOMMENDATIONS FOR TRUCK CROSSING

- ☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

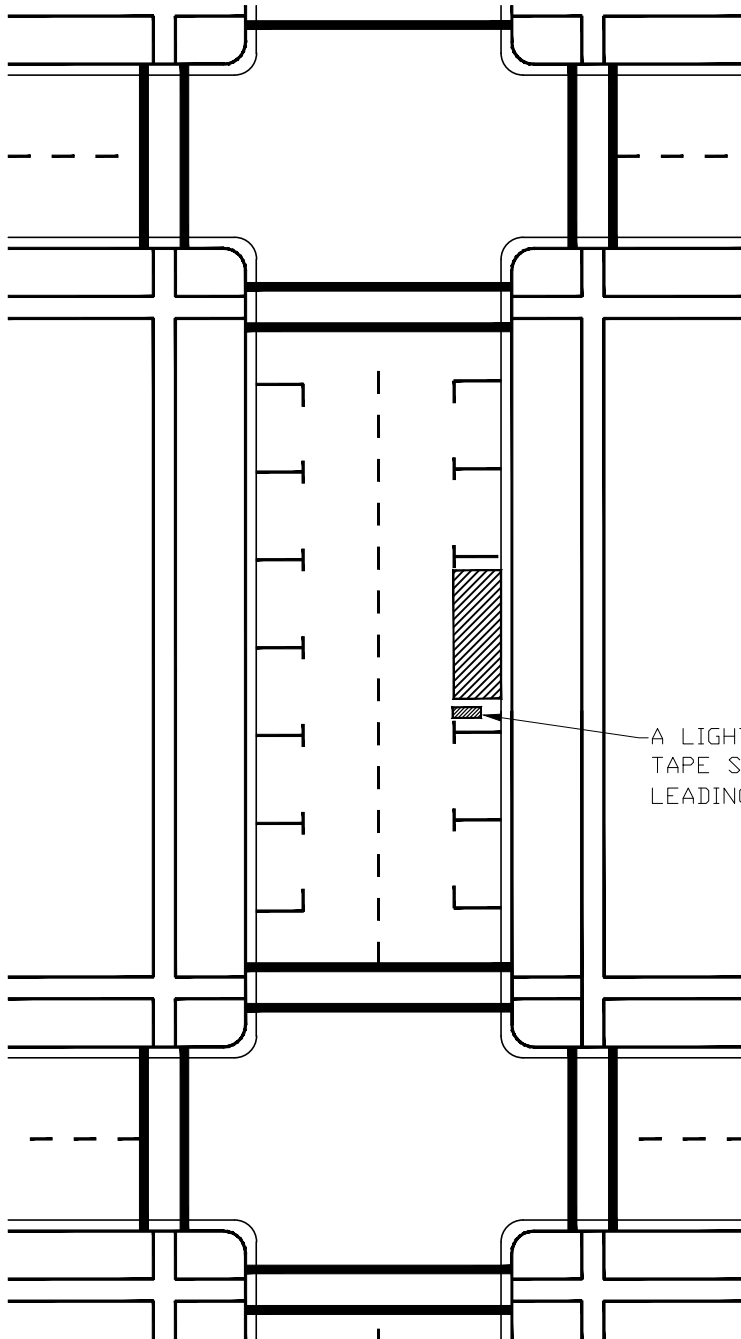
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)								
Offset cones 1 foot maximum.								

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

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

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

SAMPLE SETUP



A LIGHTED BARRICADE OR REFLECTIVE TAPE SHALL BE INSTALLED ON THE LEADING EDGE OF THE DUMPSTER.

TRAFFIC CONTROL FOR A PORTABLE DUMPSTER

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

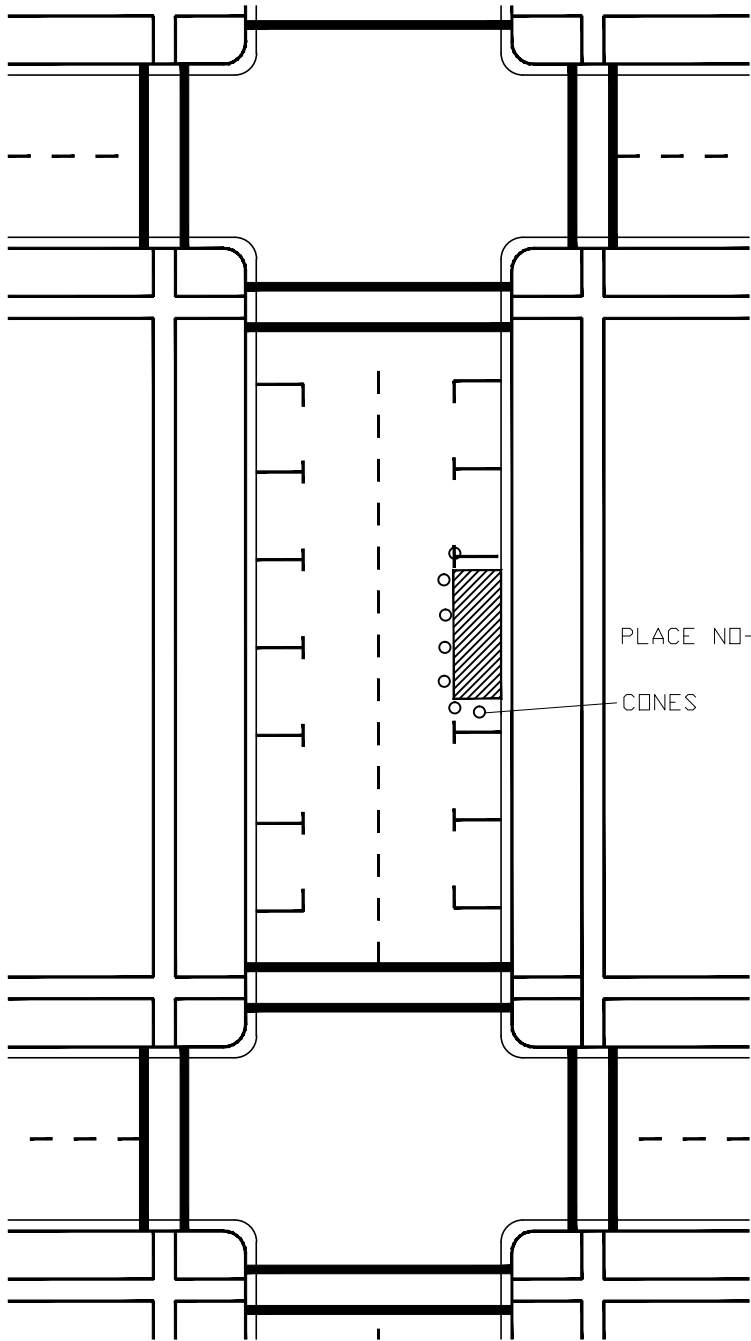
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



PLACE NO-PARK SIGNS 24HRS IN ADVANCE

CONES

TRAFFIC CONTROL FOR MOVING VAN

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

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

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

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

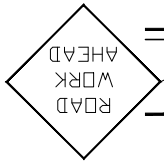
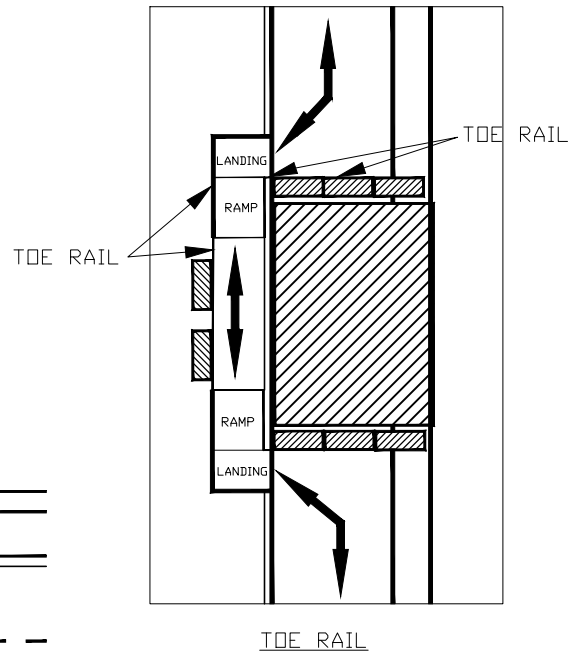
SAMPLE SETUP

NOTE:

PEDESTRIAN WALKWAYS SHALL BE A MINIMUM OF 5 FEET WIDE.

TOE RAIL ON RAMP ENTRANCE AND BARRICADE TOE RAIL SHALL HAVE NO GAPS AND BE PARALLEL.

SEE BYPASS RAMP DETAIL FOR PROPER CONSTRUCTION OF RAMP TO ALLOW FOR PEDESTRIAN AND DISABILITY ACCESS.



BYPASS
WALKWAY FOR
PEDESTRIANS

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

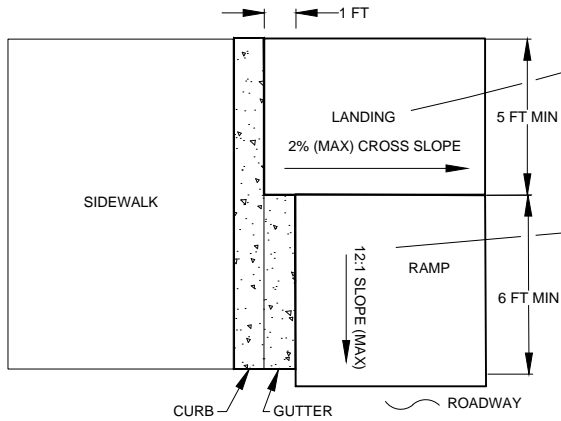
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

SAMPLE SETUP



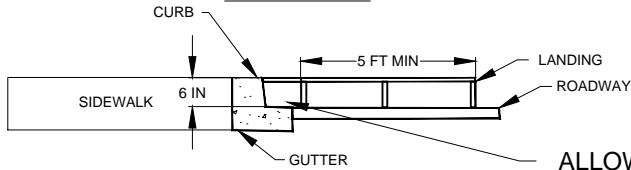
RAMP LANDING SHALL BE 1" X 5' X 5' (MIN) AND FLUSH WITH THE TOP OF THE CURB

RAMP SHALL BE 1" X 5' X 6' (MIN) AND HAVE A 600 POUND LOAD CAPACITY MIN.

NOTES:

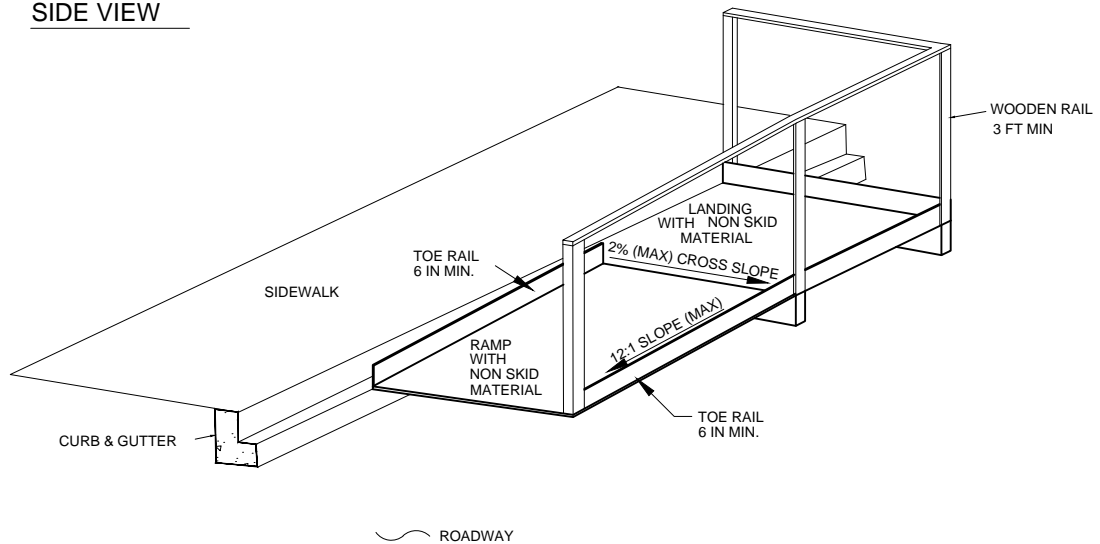
1. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
2. ADA ACCOMODATIONS MUST BE ADDRESSED AND CONSIDERED FOR ALL WORK OPERATIONS. EXISTING ADA FACILITIES MUST BE MAINTAINED.

TOP VIEW



SIDE VIEW

ALLOW FOR STORM DRAINAGE IN GUTTER LINE



PEDESTRIAN BYPASS RAMPS FOR TEMPORARY TRAFFIC CONTROL MINIMUM STANDARDS

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

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

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

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

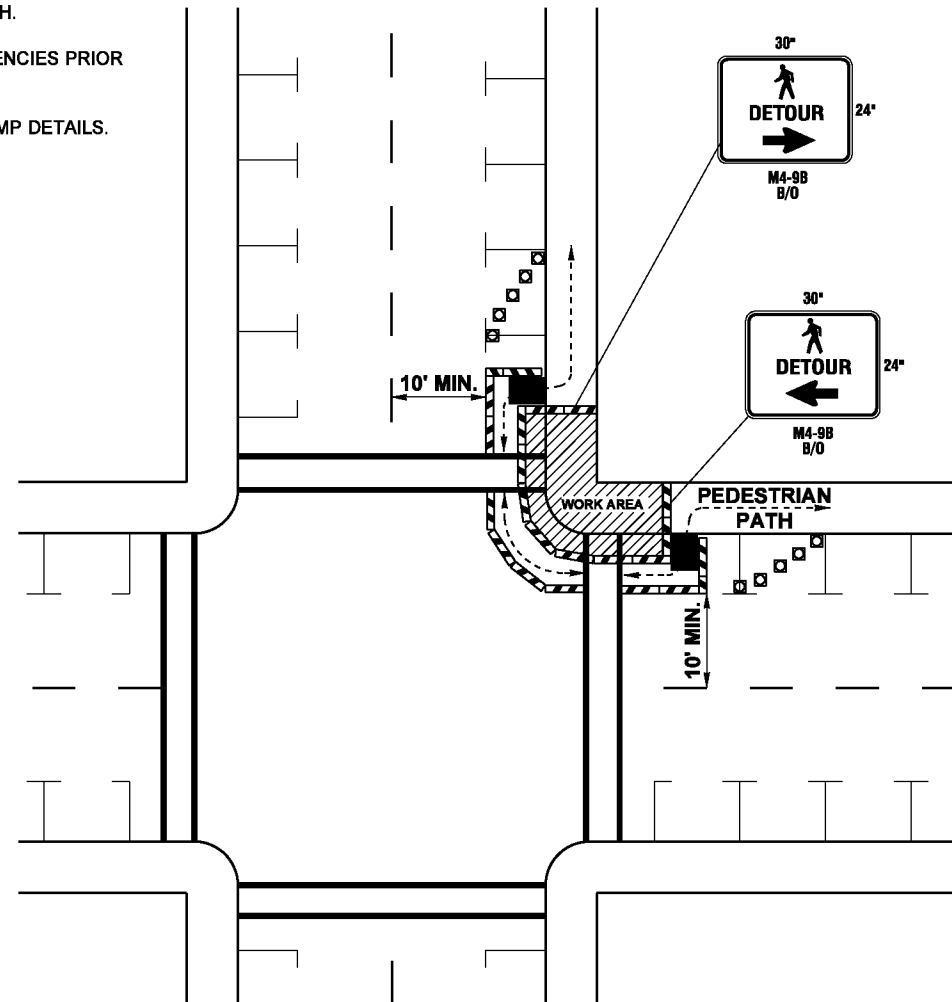


R8-3
24" x 30"
R/W

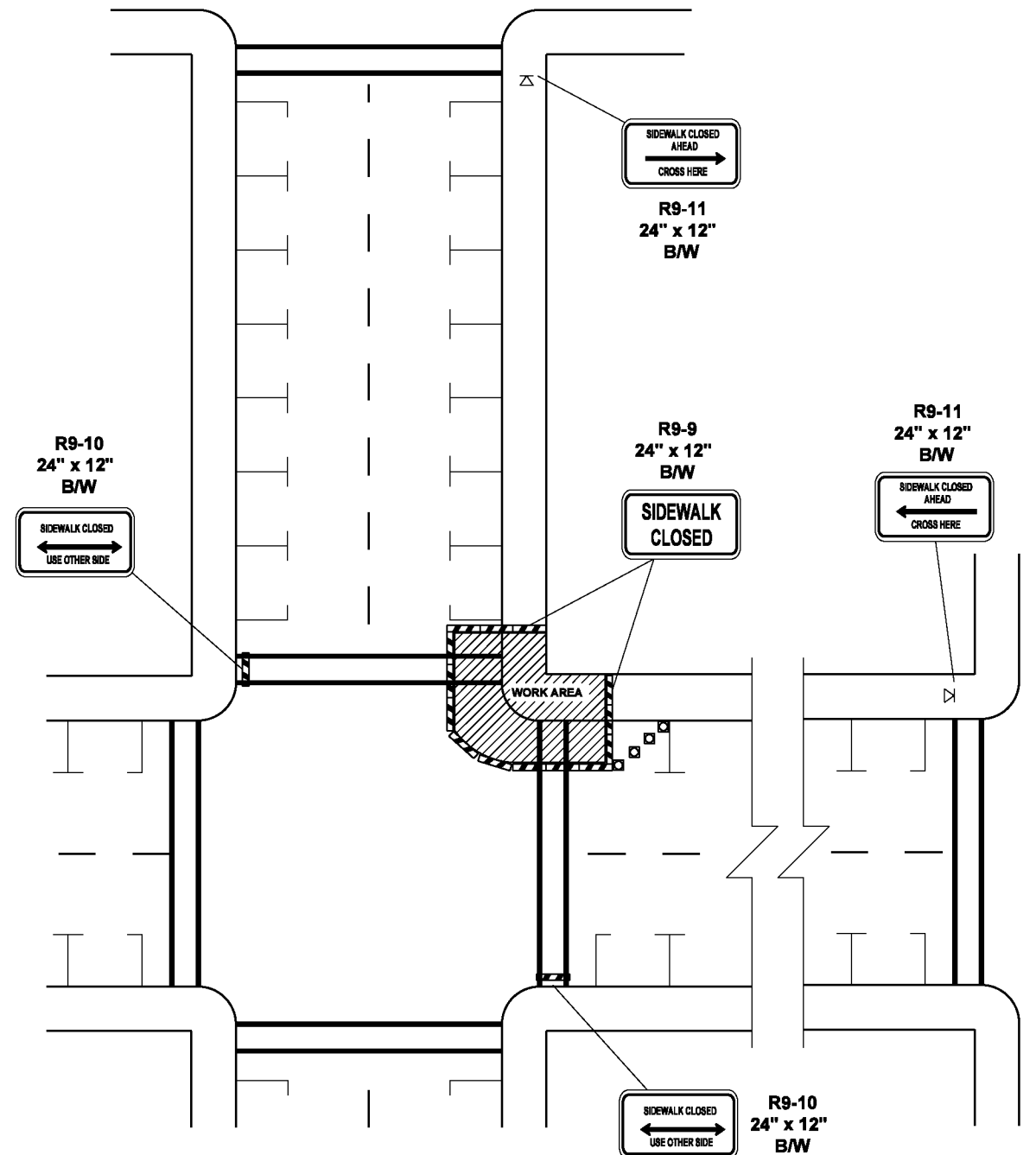
INSTALL ON TYPE 2 BARRICADES THROUGHOUT THE WORK AREA
24 HOURS PRIOR TO IMPLEMENTING TRAFFIC CONTROL.
PRIOR NOTIFICATION OF LOCAL LAW ENFORCEMENT REQUIRED.

NOTES:

1. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.
2. MAINTAIN A MINIMUM OF 48" FOR A PEDESTRIAN PATH.
3. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
4. SEE SHEET TC-52 FOR TEMPORARY PEDESTRIAN RAMP DETAILS.
5. ADA PEDESTRIAN FACILITIES MUST BE MAINTAINED.



SIDEWALK DIVERSION



SIDEWALK DETOUR

LEGEND

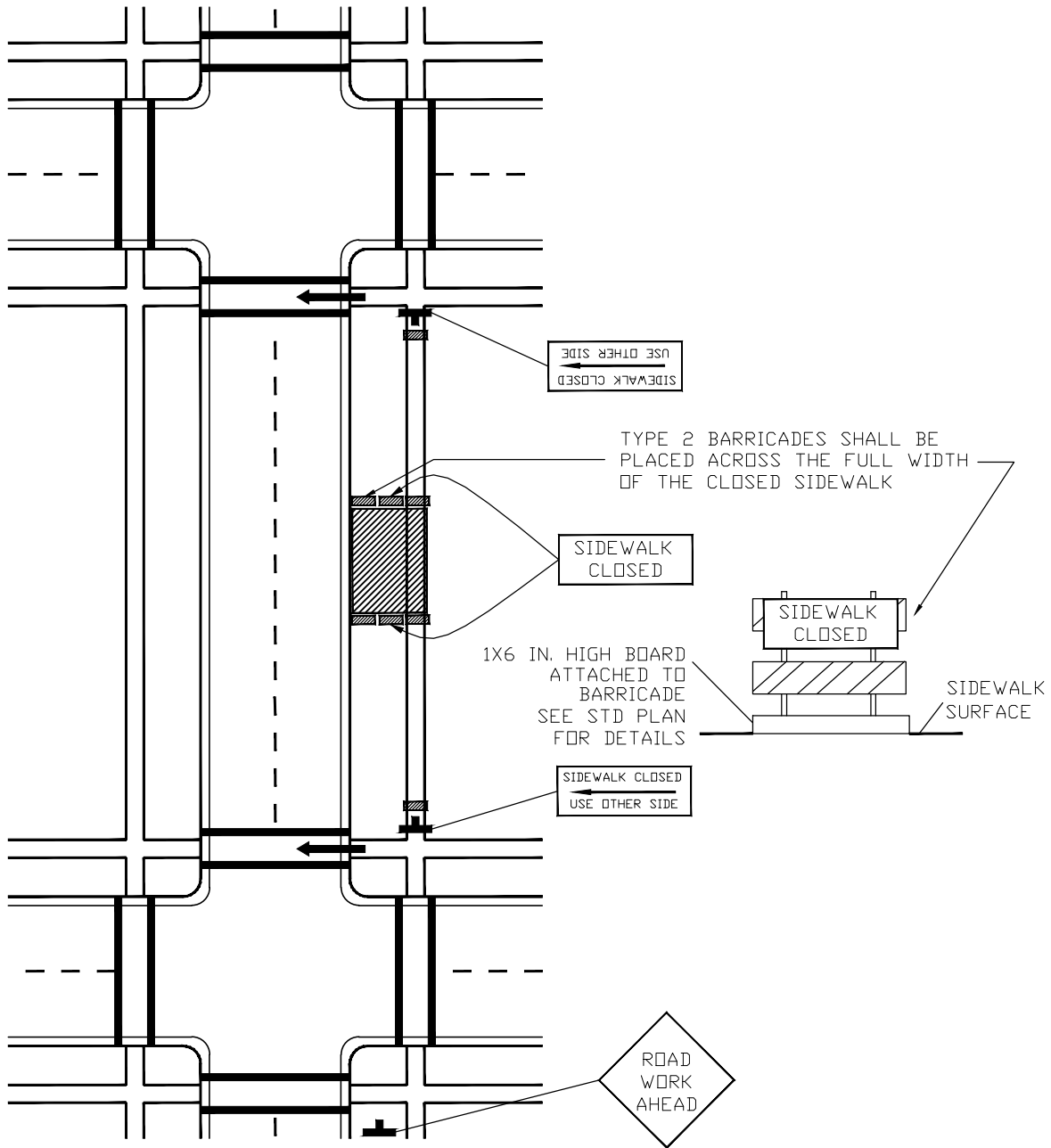
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PEDESTRIAN CHANNELIZING DEVICES
- TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS

INTERSECTION PEDESTRIAN TRAFFIC CONTROL

NOT TO SCALE

FILE NAME		S:\Design R P& SV4-Standards\2-Plan Sheet Library\10-Work Zone Traffic Control (TC)\TC-16\TC-16.dgn				REGION NO.		STATE	FED.AID PROJ.NO.		Washington State Department of Transportation		TC16	
TIME	9:18:30 AM					10	WASH						SHEET	
DATE	9/19/2012										PEDESTRIAN CONTROL AND PROTECTION		OF	
PLOTTED BY	CyfordL												SHEETS	
DESIGNED BY														
ENTERED BY														
CHECKED BY														
PROJ. ENGR.														
REGIONAL ADM.		REVISION	DATE	BY										

SAMPLE SETUP



SIDEWALK
CLOSURE

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

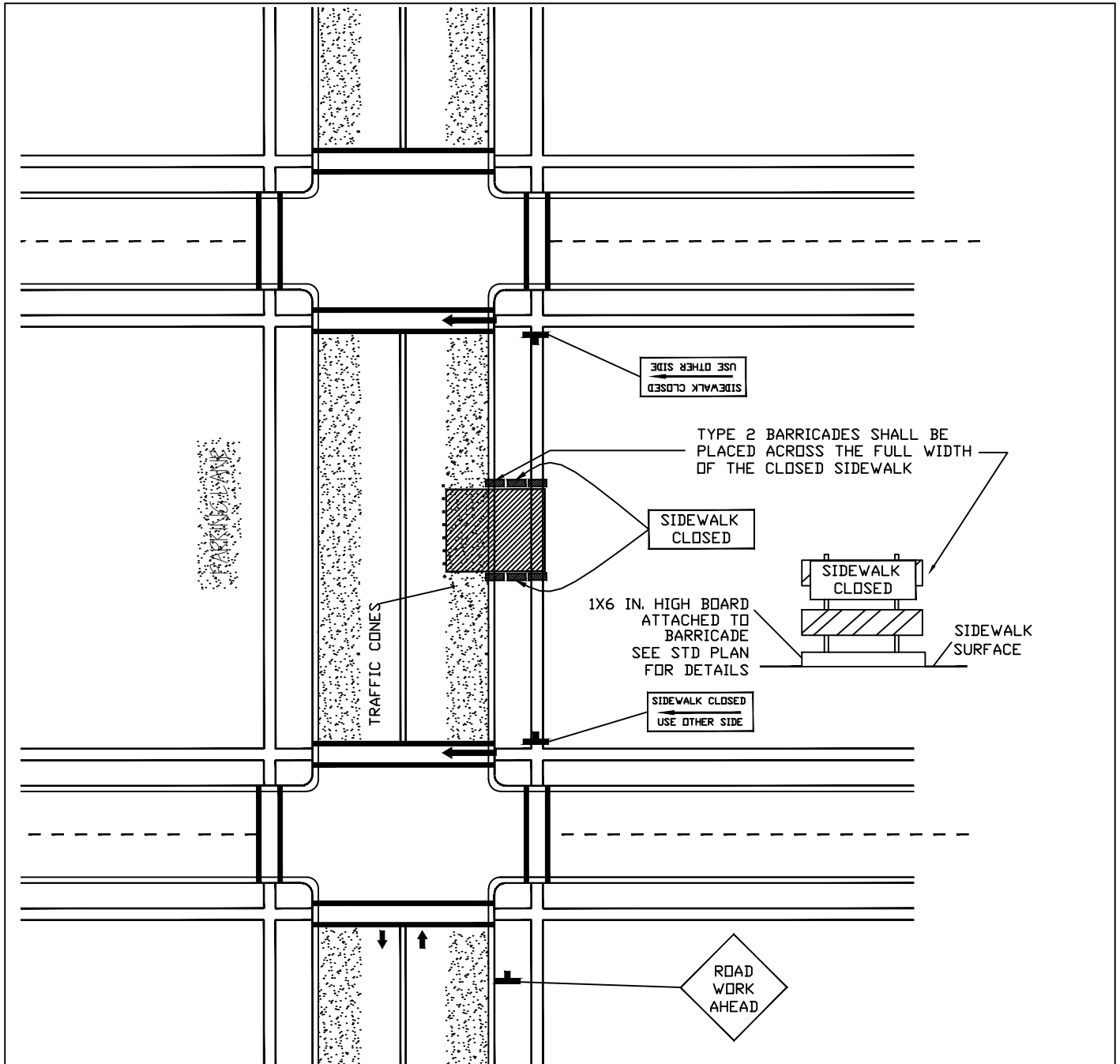
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

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

SAMPLE SETUP



SIDEWALK / PARKING CLOSURE

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

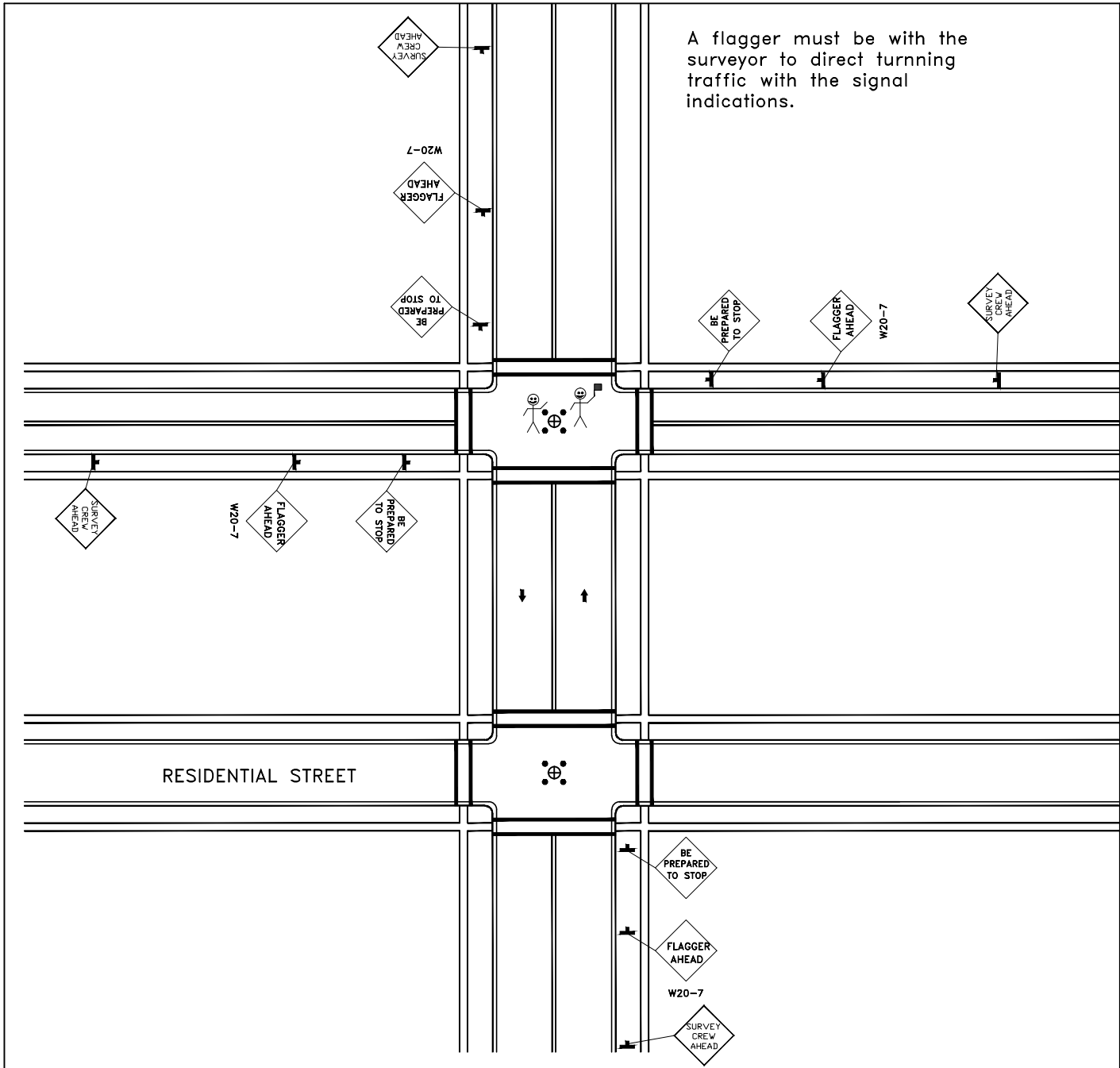
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

SAMPLE SETUP



SURVEY
TWO LANE ARTERIAL
INTERSECTION

☐ APPROVED BY: _____

☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)	
MPH	10 15 20 25 30 35 40
8'	14 30 54 84 120 164 214
10'	17 38 67 105 150 204 267
12'	20 45 80 125 180 245 320
14'	24 53 94 146 210 286 374
16'	27 60 107 167 240 327 427

NUMBER OF CHANNELIZATION DEVICES (CONES)

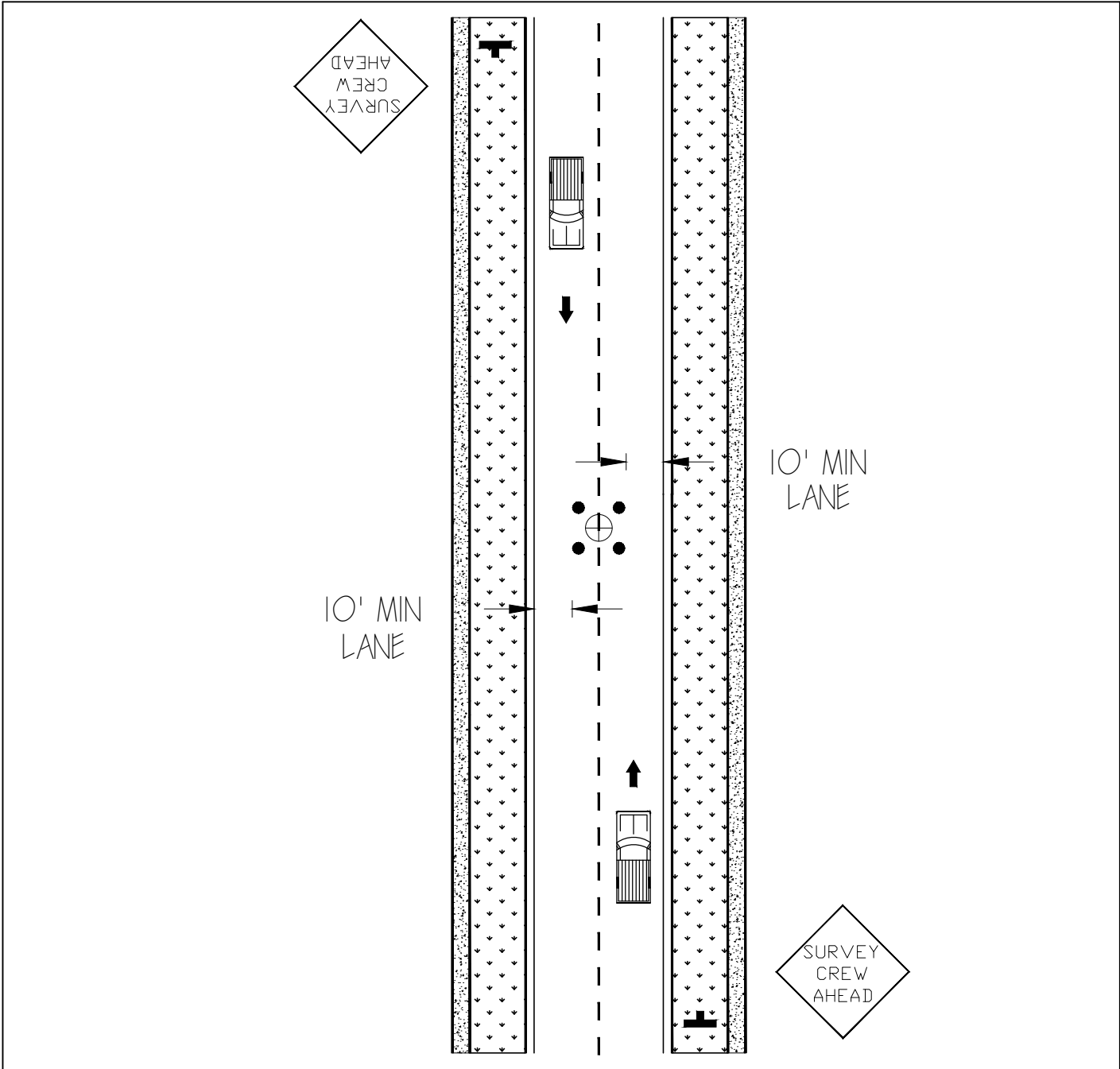
Offset cones 1 foot maximum.

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

SAMPLE SETUP



SURVEY
TWO LANE ARTERIAL
MID-BLOCK

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

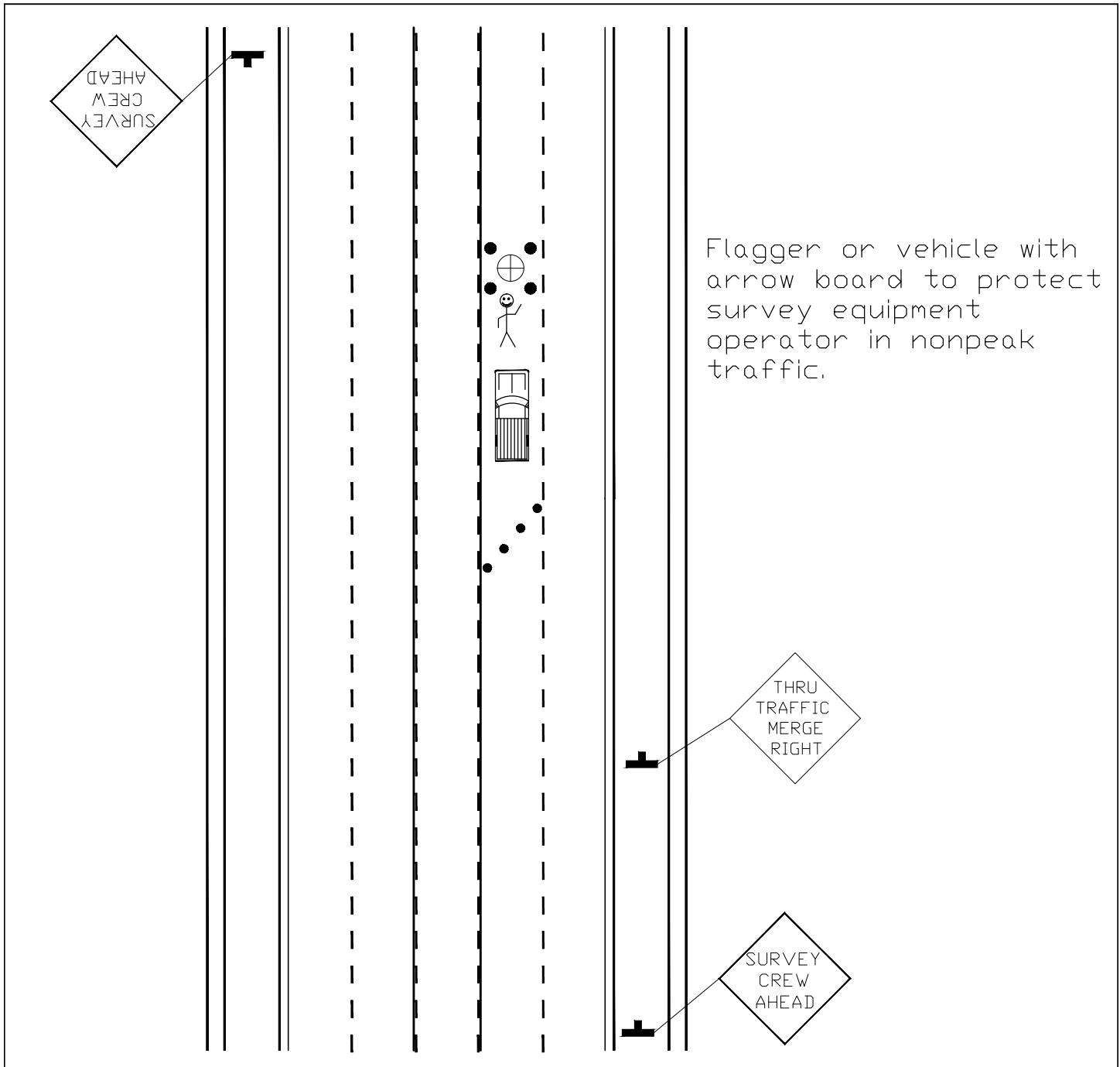
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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

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

SAMPLE SETUP



SURVEY
MULTI-LANE
ARTERIAL

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
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NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

[illegible]

TRAFFIC CONTROL
RECOMMENDATIONS

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____
MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)								
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
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	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
	NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.								

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

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[illegible]

TRAFFIC CONTROL
RECOMMENDATIONS

☐ APPROVED BY:

☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

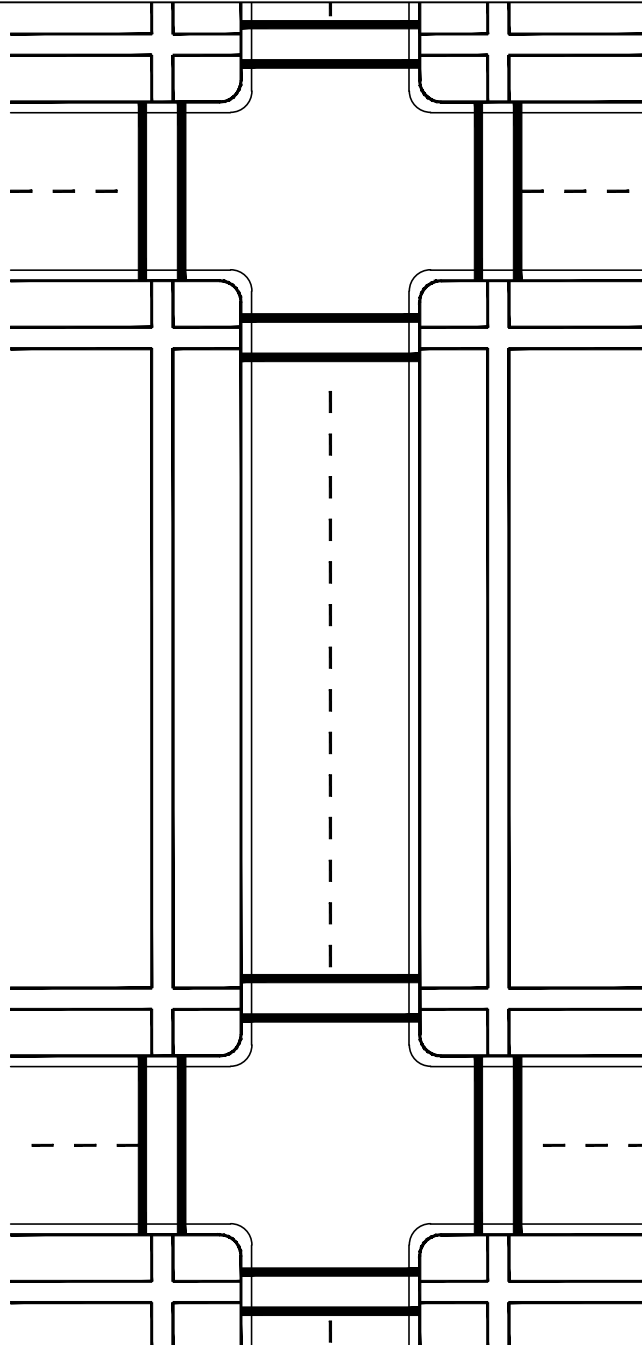
MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)								
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
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	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
	NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.								

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

SAMPLE SETUP



TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

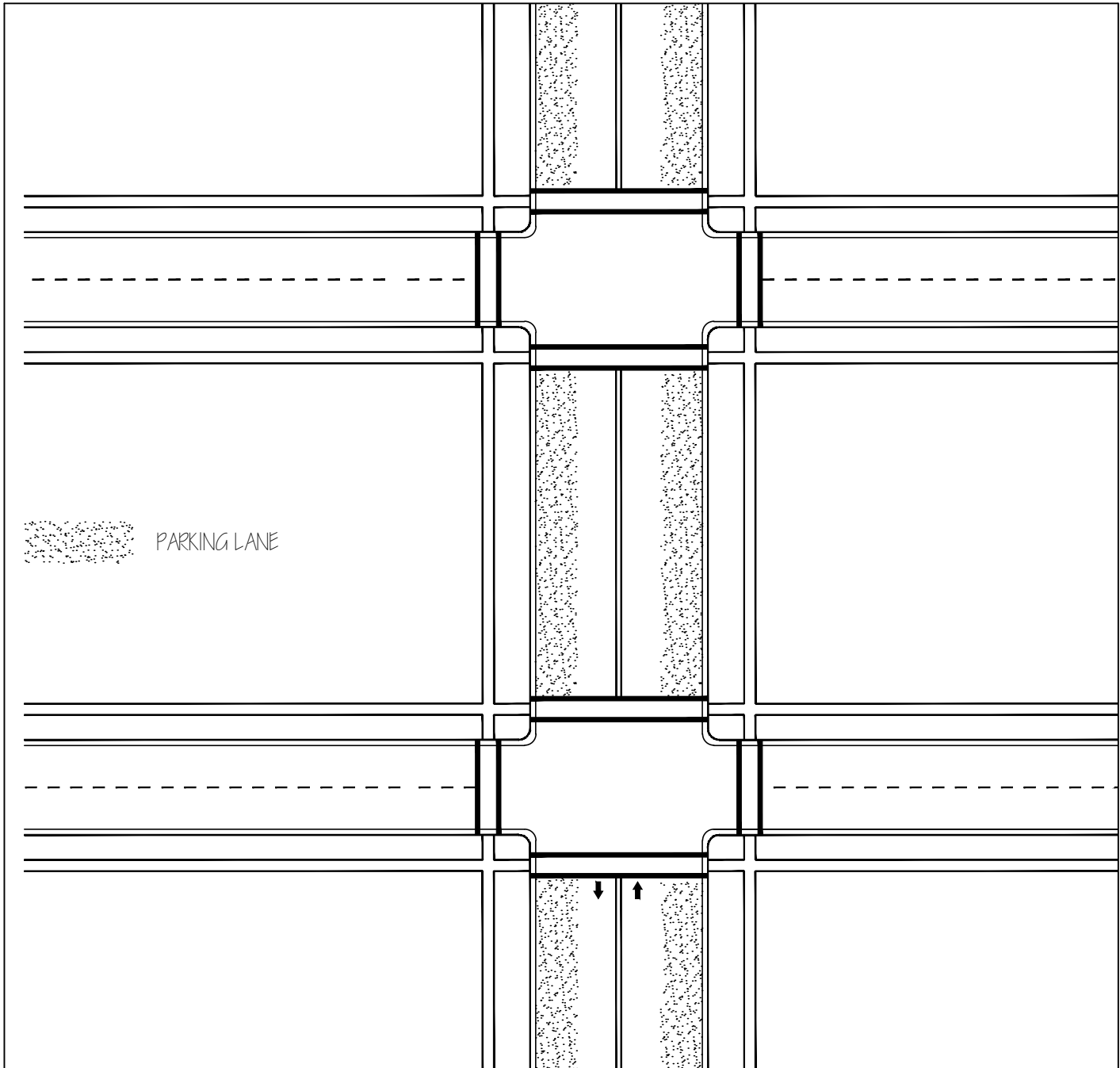
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8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
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SAMPLE SETUP



TRAFFIC CONTROL RECOMMENDATIONS

- ☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
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14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

NUMBER OF CHANNELIZATION DEVICES (CONES)

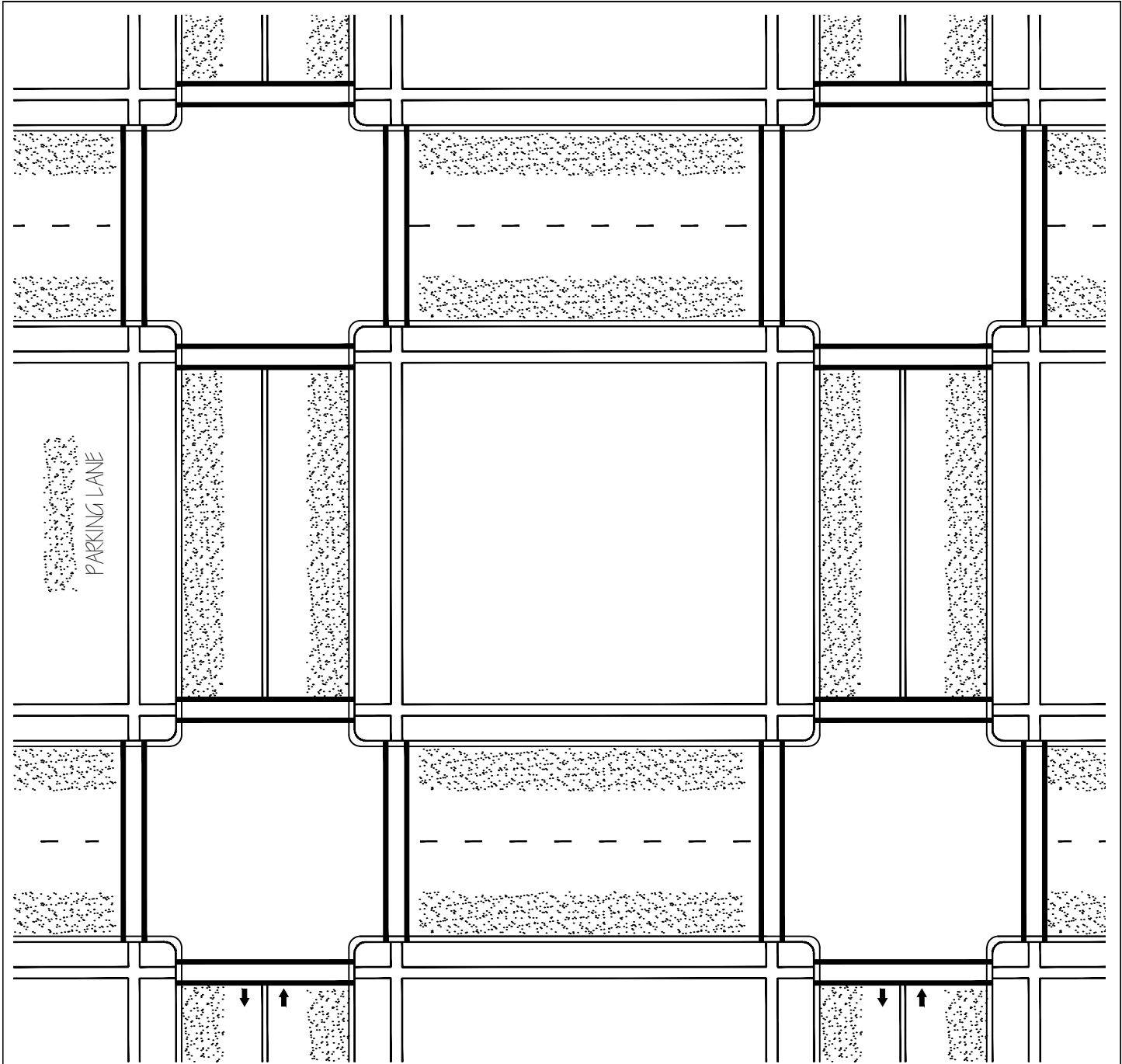
Offset cones 1 foot maximum.

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

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

SAMPLE SETUP



TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY: _____

☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

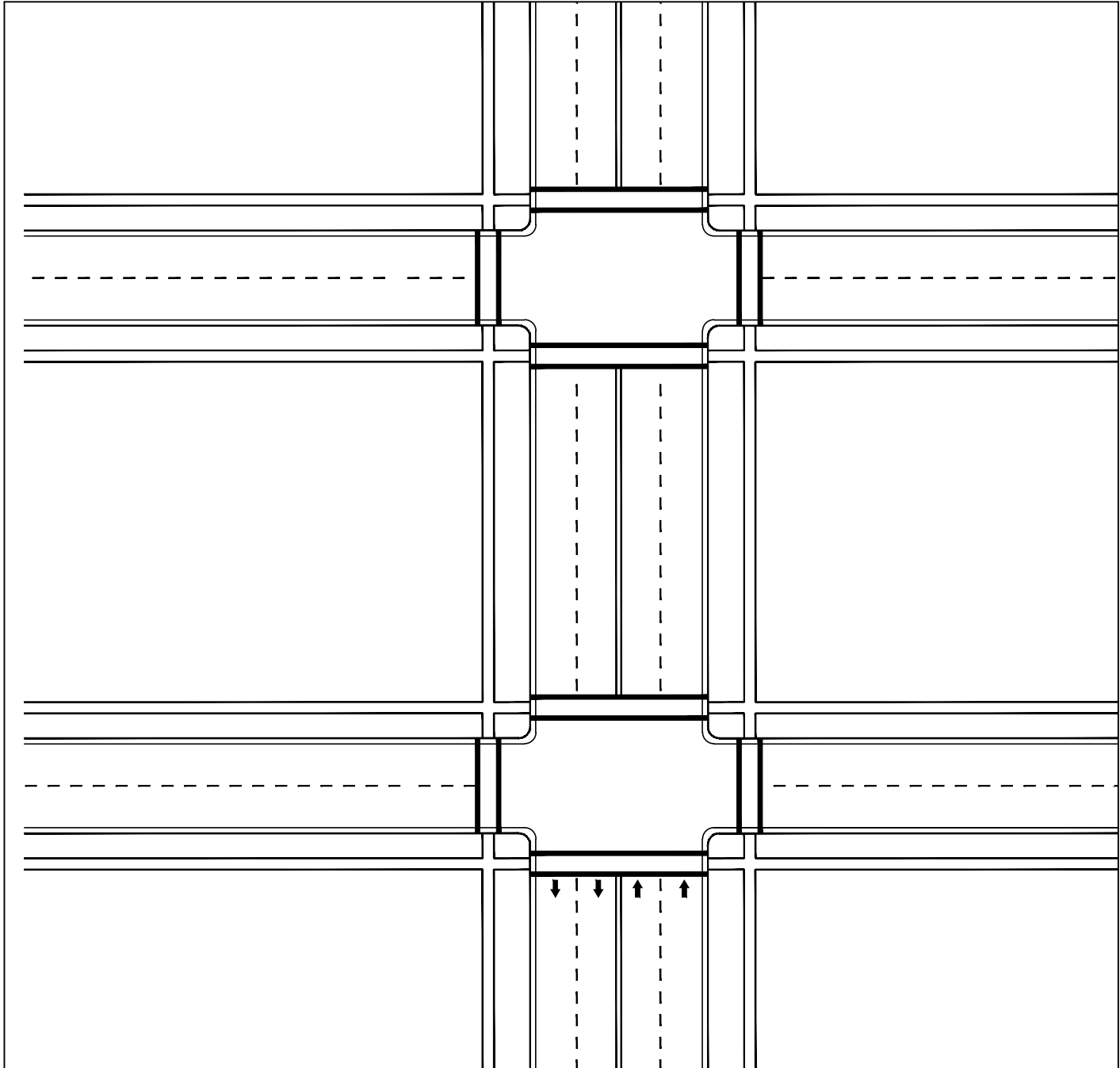
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(All minimums)

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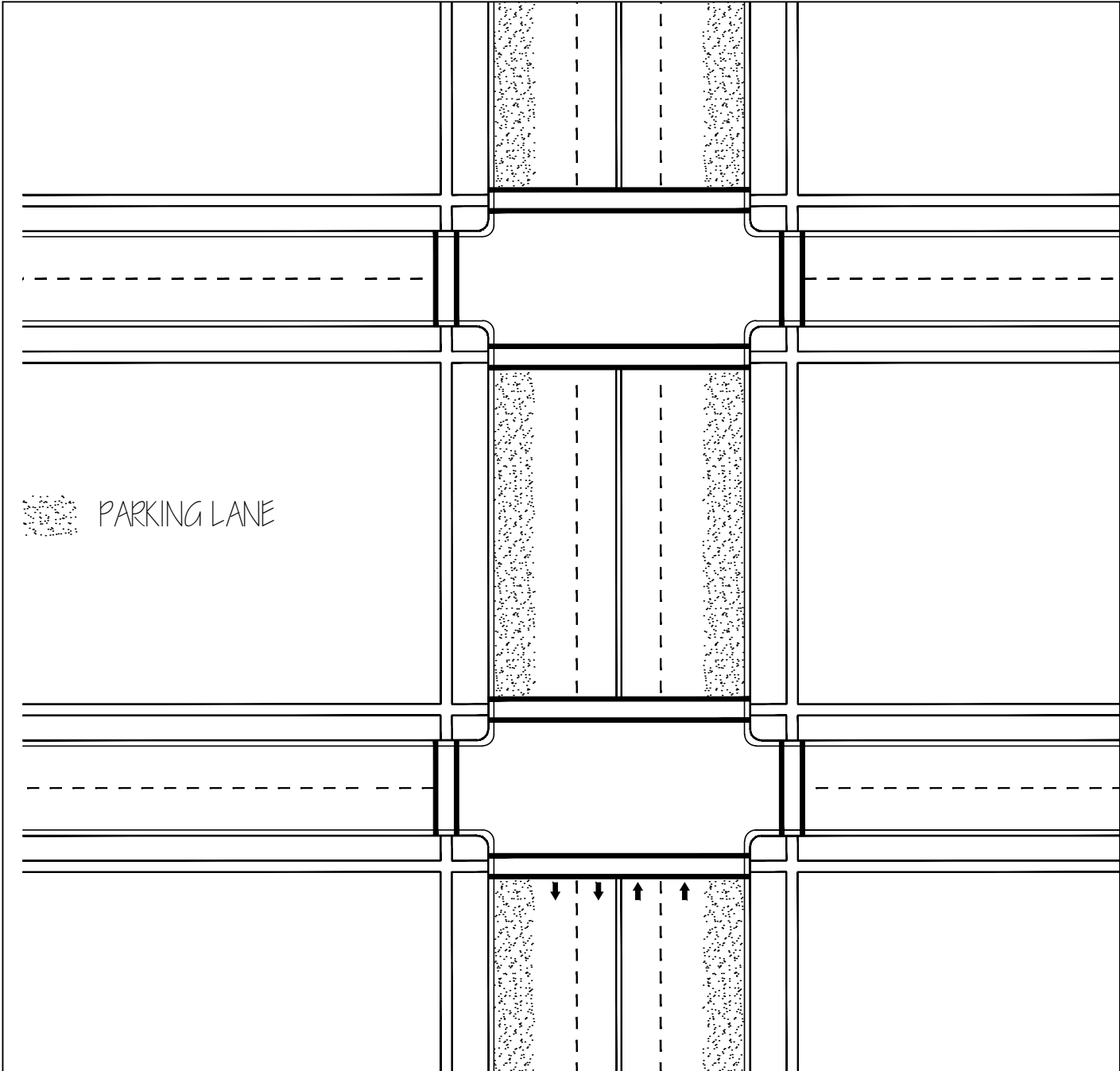
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SAMPLE SETUP



TRAFFIC CONTROL
RECOMMENDATIONS

☐ APPROVED BY: _____
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START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

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EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

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MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
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[illegible]

TRAFFIC CONTROL
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APPENDIX F

TRIBAL EMPLOYEE RIGHTS COMPLIANCE

**PUYALLUP TRIBE OF INDIANS
TRIBAL EMPLOYMENT RIGHTS OFFICE**

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PART A

CONTRACT INFORMATION



PUYALLUP TRIBE OF INDIANS

1423 E 29th St Tacoma, WA 98404

TERO Mission Statement

TERO protects tribal sovereignty by supporting Tribal Member self sufficiency through enforcing Indian Preference requirements in Employment, Training, and Contracting Opportunities.

TERO Contact Information

Office: (253) 573-7846 Fax: (253) 680-5997

Tero@PuyallupTribe-nsn.gov

Hours of Operation

Monday – Friday
9:00 am – 5:00 pm

Address

1423 E 29th St, Tacoma, WA 98404

Lisa Melendez - TERO Program Director

Phone: (253) 442-5393 E-Mail: Lisa.Melendez@PuyallupTribe-nsn.gov

Tanya Coats- Administrative Assistant

Phone: (253) 389-1574 Email: Tanya.Coats@PuyallupTribe-nsn.gov

Dion Hargrove- Compliance Officer

Phone: (253) 320-8531 E-mail: Dion.R.Hargrove@PuyallupTribe-nsn.gov

Penny Fryberg – Compliance Officer

Phone: (253)-433-0520 E-Mail: Penny.R.Fryberg@PuyallupTribe-nsn.gov

Justin Satiacum – Compliance Officer

Phone: (253) 257-5302 E-Mail: Justin.Satiacum@PuyallupTribe-nsn.gov

PART B

ORIENTATION SLIDES

TERO Orientation

Presented By:
Puyallup Tribe of Indians
Tribal Employment Rights Office

Vision Statement

The Puyallup Tribe of Indians TERO has 100% commitment for all Native Americans to be free from racism and discrimination, and supports the commitment of the Honorable Puyallup Tribal Council, tribal entities, its people, and all others to comply with TERO Laws; this commitment provides a culturally rich environment which empowers all to pursue their happiness, balance, and traditions through sustainable career opportunities.

History of TERO

- The TERO Movement and Council for Tribal Employment Rights (CTER) was started in 1977 by 12 Natives from different Tribes
- TERO was created as a National Advocacy voice to provide protection to Native Americans working on the Reservation
- TERO was created to remove employment barriers from Native Americans on and off the Reservation
- CTER represents over 300 Tribes
- EEOC started contracting with TEROs in 1980

What is TERO?

- There are 2 main elements of TERO
- Conceptual-TERO is a sovereignty based, self-help, and systematic approach to Indian and economic self-reliance or self-determination
- Programmatic-TERO is also a Tribal Enforcement and Compliance program that monitors employers to ensure optimal benefits are attained from Federal and Tribal employment laws, regulations, policies, and procedures.

Purpose of TERO

It is the Purpose of TERO to remove employment barriers from Native Americans living on and off of the reservations by providing employment referrals, support services, job training, and other situations as the may arise; as well as to assist Native Owned Business with locating projects, legal counsel, outreach, and other support services to provide them the opportunity to better grow their business.

TERO Jurisdiction

- TERO has jurisdiction on all Tribally funded projects both on and off the Reservation
- TERO has jurisdiction on all projects that occur on Trust Land
- TERO has jurisdiction on Federal Highway jobs on the Reservation
- TERO has jurisdiction on Federal Housing Jobs (NHASDA) on the Reservation

Indian Preference

- The determination that preference will be granted to someone for being registered in a Federally Recognized Tribe
- Tribal Preference can be given on Tribally Funded Projects

What it means

- Qualified local area Native Americans shall be given the first opportunity for employment, training, promotion, contracting, and sub-contracting
- Qualified Puyallup Tribal preference shall be given on all tribally funded projects.

Is TERO legal...?

- Executive Order 11246
- Civil Rights Act of 1964
- Indian Self Determination Act (PL 93-638)
- Acquisition and Assistance Agreement (1984)
- Buy Indian Act

Is TERO & Indian Preference Reverse Discrimination...?

- No. The Federal Government recognizes a Tribes Sovereign Right to make, enact, and enforce its own laws
- Indian Preference is a Political Decision, not based on Race

Compliance Plan Requirements

- Complete TERO Contractor Orientation
- Provide TERO with Compliance Plan Information
- Schedule Compliance Plan signing
 - Compliance Plan
 - Indian Preference Agreement
 - Utilization Plan
 - Employee Dispatches
 - Work Permits

Employment

- Natives shall be referred for all non-core crew positions
- Natives shall be the first brought onto a site and the last to be laid off
- Natives shall be given first shot for all training and promotion opportunities
- TERO Clients become employees of your company
TERO Clients shall follow all Policies and Procedures of your company
- Council requires a 25/75 ratio for Core Crew & Indian Preference hires

Removing Barriers

- TERO does not allow contractors to place undue hiring criteria on a position that may keep a Tribal member or other area Natives from obtaining gainful employment.
- TERO provides training and support services to clients to help them prepare for being part of the workforce.

Dispatch/Hiring Hall

- 48 Hours notice is required on requesting a TERO client be dispatched
- Provide Employee Request Form to Dispatch Officer and assigned Compliance Officer
- Include Pre-Employment Requirements
- Include Job Description

Pre-Employment Screenings

Pre-Employment Screenings shall be done prior to any individual starting employment. If the contractor has an emergent need to have someone start immediately, a written exception can be requested.

Payroll

- TERO Clients are employees of the company they are dispatched to
- TERO must be given a copy of company payroll schedule, Policies and Procedures, and Certified Payroll when requested
- TERO Clients shall be paid within 3 days from layoff/termination
- TERO Pay Scale will be entered on Introduction Slip for clients referred-Unless Union Scale or Prevailing Wage

Employment Issues

- TERO shall be given an opportunity to counsel clients before any termination procedures can begin
- TERO shall be given notice for all employee issues where a TERO Client is concerned

Culture & Tradition

- Births, Weddings, & Funerals
- Cultural Events, Ceremonies, & Rituals
- Historical Dates & Events
- Specific Family Events

Cultural Sensitivity

There is a zero tolerance policy for any forms of harassment or discrimination. Harassment may encompass but is not limited to the following in a cultural sensitive case:

- Name calling
- Stereotyping
- Racism and Discrimination
- Appropriation, etc.

Taxes & Fees

TERO collects a 2.5% fee on all projects within jurisdiction of Tribal Trust Lands. This fee supports the many programs and trainings that we provide to our clients, as well as the ability to dispatch clients without charging a per-client fee to contractors, and to provide in field expertise to contractors in regards to TERO, Tribal Law, Culture, and Traditions.

Unions-Tribal Labor Agreement

TERO Clients shall not be pushed, coerced, or bullied into joining a Union, even when employed by a Union Signatory Contractor
 TERO Clients have the option for Direct Entry into most Unions
 TERO Clients shall have 2 weeks to decide if they want to join the Union
 Union Wages plus Fringe Benefits shall be paid directly to the Non-Union TERO Client
 TERO Clients shall fill all apprenticeship positions
 TLA requires all contractors to become training agents through a Project Specific Labor Agreement

Contracting & Sub-Contracting

- Indian Approved Contractors shall have the first opportunity to bid contracts
- 10% Rule: If a Native Contractor is within 10% of lowest bid they shall be given opportunity to negotiate to meet lowest bid
- If a Native Contractor is not able to perform the full scope of work then the scope shall be broken into smaller contracts so that the Native Contractors will be capable of bidding

Safety-OSHA Requirements

- Tribes are required to follow Federal OSHA Standards and have the capability of enacting their own TOSHA Standards
- Personal Protective Equipment (PPE) is required on all job sites
 - ❖ Hard hat
 - ❖ High visibility clothing
 - ❖ Safety Toe/Composite Toe Boots
 - ❖ Goggles
 - ❖ Gloves

Notice of Violation

- Unauthorized Workers will cause your company to have a Violation filed against them for up to \$500.00 a day, per person, per violation
- Compliance and Indian Preference Agreement violations; and,
- Mandatory Orientation violations will cause your company to have a Violation filed against them for up to \$500.00 a day, per person, per violation – violation dependent.
- EEOC Violations will be sanctioned to the fullest extent available to EEOC
- Discrimination or any form of Harassment Violations, that are founded, will be cause for removal from the jobsite and referral to appropriate Agency

Employer Protections

TERO is here to protect the employer from unfair or unjust allegations or charges by anyone dispatched from the TERO Office or any other individual working on a project site. Any allegation against an employer or an employee of said employer will be fully investigated by TERO prior to any determination or recommendation has been made.

Judicial Authority

- The TERO Commission has full judicial authority over any case filed within TERO Jurisdiction
- The Puyallup Tribal Court has full judicial authority over any appeal filed as a result of a Commission determination
- The Puyallup Tribal Police has judicial enforcement powers to compel an employer to comply with a judicial order

Appeals

If at any point an employer or contractor feels that a decision made by TERO is unfair or unjust, they have the right to appeal. The procedures for appeal are outlined in the TERO Ordinance and Regulations, but include the following Chain of Command

- Informal Settlement with TERO Director
- Formal Appeal to TERO Commission
- Formal Appeal to Tribal Court

Federal & State

- The Civil Rights Handbook
- The Job Training and Partnership Act
- The Small Business Administration 8(a) Program
- Public Law 93-638, The Indian Education Assistance and Self Determination Act of 1974
- HUD Regulations
- BIA Acquisition and Assistance Agreement 84-1
- EEOC/TERO Contracts
- Department of Commerce
- Economic Development Administration
- OFCCP Indian Employment Initiative
- FHWA ISTEA "Indians in Highway Construction Initiative"
- US DOL/BAT Notice 84-1
- Public Law 81-815 (Construction) Public Law 81-874 (OPS/ADMIN)

PART C

QUESTIONS AND ANSWERS



PUYALLUP TRIBE OF INDIANS

1423 E 29th St
Tacoma, Washington 98404
(253) 573-7846

Questions and Answers

The following presents a listing of some of the most common inquiries made about Indian Preference and Tribal Employment Rights Offices (TERO's).

1. WHAT IS TERO?

There are two (2) main elements of TERO:

- A. Conceptual – TERO is a sovereignty based, self-help, and systematic approach to Indian and economic self-reliance or self-determination.
- B. Programmatic – TERO is also a Tribal enforcement and compliance program that monitors employers to ensure optimal benefits are attained from Federal and Tribal employment laws, regulations, policies and procedures.

2. WHAT IS THE PURPOSE OF TERO?

To access more employment & training opportunities for Native Americans, and to provide more business & economic opportunities for businesses owned by Native Americans.

3. WHAT IS THE LEGAL BASIS FOR TERO?

A tribe's authority to enact and enforce an Indian employment preference is grounded in its inherent sovereign powers of self-government. This legal doctrine is the most basic principal of Indian laws and is supported by a host of Supreme Court decisions. These decisions have held that "Inherent sovereign powers derive from the principle that certain powers do not necessarily come from delegated powers granted by express acts of Congress, but are inherent powers of a limited sovereign which have never been extinguished. Tribes have a basic relationship with the federal government as sovereign powers. This is recognized in both treaties and federal statutes. The sovereignty of tribes has been limited from time to time by treaties and federal legislation; however, what has not been expressly limited remains within tribal sovereignty." One important area in which the inherent powers of tribes clearly apply is in the right of tribes to regulate and tax all commerce activity within the jurisdictional boundaries of their reservations. A full and accurate explanation of tribal sovereignty is found in Felix S. Cohen's handbook of Federal Indian Law.

4. WHAT ARE THE BASIC REQUIREMENTS OF TERO?

All employers operating within tribal jurisdiction are required to provide Indian Preference in employment, training, contracting, subcontracting and all other aspects of employment. Below are six (6) major provisions found in most TERO Ordinances that employers must agree to:



PUYALLUP TRIBE OF INDIANS

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- A. Submit an acceptable compliance plan detailing employer workforce needs and the steps to be taken to ensure Indian Preference. TERO compliance plans are fashioned closely after those used by OFCCP's for affirmative action compliance.
- B. Utilize the TERO Hiring Hall for all referrals and consider Indian applicants before interviewing or hiring non-Indian workers.
- C. Agree to hire no less than a specific number of Indians in each job classification and cooperate with tribal training programs to hire a certain amount of trainees.
- D. Eliminate all extraneous job qualification criteria or personnel requirements, which may act as a barrier to Indian employment. TERO's are guided by EEOC guidelines for verifying legitimate Bona-Fide Occupational Qualifications (BFOQ's).
- E. Agree to acknowledge and respect tribal religious beliefs and cultural differences and to cooperate with the TERO to provide reasonable accommodation.
- F. Tribes have found the most effective means by which they can ensure Indian Preference compliance is through the endeavors of their own TERO enforcement programs. The success of TERO programs can be directly attributed to the fact that these programs embody all of the critical elements listed above. Since TERO's are the core of an effective tribal employment rights effort, a close examination of TERO is necessary.

5. WHAT IS THE EXTENT OF TERO JURISDICTION?

To the extent of what is legally described or defined by treaty or legislation which is the exterior boundaries of the reservation, including ceded territories and lands where jurisdiction has not been extinguished.

6. IS THERE A DIFFERENCE BETWEEN TRIBAL AND INDIAN PREFERENCE?

Yes, with jurisdiction on tribal projects which are funded, owned and operated by the tribe (i.e. Tribal Enterprises), tribes can require tribal preference. This is permissible under the federal law because tribes are exempt for Title VII of the Civil Rights Act, Executive Order 11246 and most other employment rights legislation.

- A. Indian Preference is permissible under some federal laws i.e. Indian Staff Determination Act, Buy Indian Act and under most federal laws.
- B. **Executive Order 11246 Provides:** "Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation and the use of such a preference shall not excuse a contractor from complying with other requirements contained in this chapter."



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7. ARE TERO TAXES LEGAL?

Yes, tribal authority to tax is equal to that of any government. Taxation, licenses, fees are a valuable source for financing tribal governmental operations. TERO Programs have the unique characteristics of being able to generate their own operating income and contribute to the tribal general fund.

- A. Employers can realize substantial savings since tribal taxes pre-empt state and other local taxation on reservation projects often to the benefit of the employer. The average TERO fee is 2.5% substantially lower than most states.
- B. The TERO has the responsibility to insure the due process of the employer under the tribal ordinance and that only qualified and screened referrals are made to the employer.

8. WILL TERO TAXES/FEE INCREASE THE COST OF THE PROJECT?

No. TERO fees range from ½ of 1% to 4% with the national average at 2.5%. The much lower tribal taxes and fees pre-empt other taxes and fee requirements on tribal projects and often mean a substantial savings to the contractor (most state taxes for example are in the 6% - 10% range).

- A. The Federal Highway Administration (FHWA) allows a 1% flow through for highway contractors, which means they can pass up to 1% of their tribal tax/fee burden on to the agency. This provides another incentive to support TERO. The remaining amounts are the contractors' responsibility and like other federal, state, county and local taxes/fees, must come out of the contractors' pocket.

9. IS INDIAN PREFERENCE “REVERSE DISCRIMINATION?”

No, there is no such thing as reverse discrimination, simply stated, discrimination is discrimination no matter who does it to whom. Indian preference is defined as a **“political preference, not a racial one”** which exists because of the nation-to nation relationship America has always enjoyed with tribes since Columbian times. TERO's do not violate any U.S. Equal Protection Laws.

- A. In (Morton vs. Mancari) the court held that “the preference as applied, granted to Indians not as a discrete racial group, but rather as members of quasi-sovereign tribal entities” Subsequently, the Indian preference classification is not racially, but politically based and as such does not violate Title VII or any other federal employment law.

10. ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?

Yes, there are several exemptions. Direct employment by federal/state governments, schools, churches and some non-profits are not covered by the TERO. Some tribes also exempt



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themselves from TERO coverage. It is important to note however, that any contract or sub-contract let by any of these entities is covered by TERO.

11. WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?

No, since TERO's are pro-active, TERO and employer sign the compliance agreements before the commencement of work, which prevents disputes. Most TERO ordinances provide for compliance and enforcement visits to the worksites during normal business hours but not to the detriment of operations. TERO's sanctioning employers for violations may shut down operations but only in severe disputes and in accordance with the applicable law.

12. WHAT SANCTIONS DO EMPLOYERS FACE FOR VIOLATIONS OF TERO?

Violation of TERO requirements may result in severe sanctions. If tribes determine that employers willfully and intentionally breached TERO requirements they may:

- A. Deny such party the right to commence or continue business on the reservation.
- B. Impose a civil fine on such party ranging on most reservations anywhere from \$500.00 to \$5,000.00 per violation.
- C. Terminate or suspend such party's operation and deny them the rights to conduct further business on the reservation.
- D. Order such party to dismiss any illegally hired non-Indians, take action to ensure future compliance and to make back payment of any lost wages be paid to aggrieved Indians.

13. ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?

Yes, the first level of protection comes from the TERO enforcement officer who handles the charge. These officers are trained to deal with facts and merits of the case before taking action. The TERO Commission provides a second level of protection by hearing grievances and again weighing the facts and merits of the case before making determinations. Beyond the TERO Commission, grievances can seek relief in the tribal and federal courts.

14. CAN SANCTIONS IMPOSED BY THE TERO COMMISSION BE APPEALED?

Yes. Sanctions imposed by the TERO Commission can be appealed in tribal court. Appeals of tribal court decisions can be made to the federal court system.

- A. It is important to note that only one (1) appeal to a TERO Commission and tribal court has ever been appealed to the federal court. The case ended at the Ninth Circuit Court of Appeals and Appellate, which upheld the TERO Commission and the tribal court decisions.



PUYALLUP TRIBE OF INDIANS

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15. HOW HAVE VARIOUS FEDERAL, STATE AND OTHER AGENCIES VIEWED TERO AND INDIAN PREFERENCE IN THEIR OPERATIONS?

When TERO's first appeared in the late seventies there was opposition from some and indifference from others. Over the years a great deal of progress has been made, some by direct legal action but most through pro-active, non-adversarial, synergistic effort. The results are Indian preference and TERO provision, policies and procedures figure prominently in the following:

- The Civil Rights Handbook
- The Job Training and Partnership Act
- The Small Business Administration 8(a) Program
- Public Law 93-638, The Indian Education Assistance and Self Determination Act of 1974
- HUD Regulations
- BIA Acquisitions Assistance Agreement 84-1
- EEOC/TERO Contracts
- Department of Commerce
- Economic Development Administration
- OFCCP Indian Employment Initiative
- FHWA ISTEA "Indians in Highway Construction Initiative
- US DOL/BAT Notice 84-1
- Indian Education Impact and Programs Under PL 81-815 (construction) and PL 81-874 (OPS/Admin)

16. DO TERO REFERRALS GET SPECIAL TREATMENT ON THE JOB?

No, TERO referrals should be treated like any other qualified employee with the same performance expectations and requirements. Special treatment of preference category employees serves only to isolate them and set them up for disparate or discriminatory treatment.

PART D

EXECUTIVE ORDER 11246

EXECUTIVE ORDER 11246 (SEPTEMBER 24, 1965)

1. Objectives – General Provisions:

- A. Bans federal contractors and subcontractors from discriminating against employees and applicants for employment because of their race, color, religion, sex, or national origin.
- B. Requires federal contractors to practice affirmative action – that is to go beyond refraining from discriminatory practices/policies by taking positive, results – oriented steps toward the elimination of employment barriers to minorities and women.

2. Specific Coverage of Indian Preference Under Executive Order 11246:

Work on or near Indian reservations:

“It shall not be a violation of the equal opportunity clause for a construction or non-construction contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The use of the word “near” would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a contractor from complying with the other requirements contained in this chapter.”

3. Coverage:

Basic Contractual Obligations – covered Contractors:

- A. Applies to all federal contractors and subcontractors that have construction, supply or service contracts of:
 - \$10,000 or more (Need EEO Policy)
 - \$50,000 or more (Need Affirmative Action Plan)



IN REPLY LETTER TO
Contracting and Grants
Administrative Staff

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20215

JUNE 19 1984

ACQUISITION AND ASSISTANCE AGREEMENT INSTRUCTION 84-1

- TO: (1) All Area Directors
(2) Central Office Directors (Codes 200,300,400,500,600)
(3) Central Office Codes: 105, 660A, 700, 800, 880A, 882
- FROM: Deputy Assistant Secretary – Indian Affairs (Operations)
- SUBJECT: Preference Status for Indian/Alaska Native Persons and Economic Enterprises as Bureau Contractors
- REFERENCE: (1) Indian Self-Determination and Education Assistance Act (Pub. L. 93-638).
(2) 25 CFR Part 271
(3) 48 CFR Subpart 1404.7.
(4) 19 BIAM Supp. 16
(5) Acquisition and Assistance Agreement Instruction 83-2 (dtd. 10 June 1983)
(6) 25 U.S.C. 47. (Buy Indian Act).
1. Purpose. To supplement Acquisition and Assistance Agreement Instruction 83-2 (dtd. 10 June 83-2 (dtd. 10 June 1983)
 2. Cancellation. None
 3. Background. Refer to prior Series Issuance and to Ref. (3) and (5).
 4. Discussion. Section 7(b) of Ref. (1) prescribes Indian/Alaska Native preference on all Federally-funded contracts and on all subcontracts awarded for the benefit of Indian/Alaska Native persons.

Section 7(b) states specifically:

“Any contracts, subcontracts, grant, sub grant – pursuant to this Act, or any other Act authorizing Federal contracts with or grants to Indian organizations or for the benefit of Indians, shall require that to the greatest extent feasible: (1) preferences and opportunities for training and employment in connection with the administration of such contracts or grants shall be given to Indians; and (2) preferences in the award of subcontracts and sub grants in connection with the administration of such contracts or grants shall be given to Indian/Alaska Native persons.”

As a consequence, the Bureau of Indian Affairs works cooperatively with Indian tribes and the tribally designated and sanctioned Tribal Employment Rights Offices (TERO) to develop, support, monitor and enforce the consistent application and implementation of the Section 7(b) preference requirement with regard to all Bureau contracts awarded for services provided on or near Indian reservations and in Alaska Native villages.

As an adjunct, it is Bureau policy to continue efforts to contract directly with Indian/Alaska Native economic enterprises under the authority of Ref. (6).

5. Score. This Instruction applies to all Bureau Central/Area Office activities/locations, and it's personnel.
6. Action. The following procedures are provided for Bureau personnel responsible for the implementation of Section 7(b) preference requirements.
 - A. The legislative requirements of Section 7(b) of Ref. (1) and relevant Bureau Releases apply to all Bureau contracts, regardless of award authority.
 - B. The Contracting Officer [and the Contracting Officer's Representative (COR) Designated specifically to monitor Section 7(b) preference compliance] shall Review all solicitation documents to ensure the latter contain the required Indian/Alaska Native preference provisions. Where a Departmental Solicitor-approved TERO ordinance is in effect, or where the Tribe has an approved TERO and/or Tax ordinance that is applicable, the solicitation shall contain the following:
 - (1) A copy of the TERO ordinance and tax (if applicable); and
 - (2) A notice on page one (1) of the solicitation that the Tribe has a TERO ordinance and taxes with which the successful bidder must comply; and
 - (3) A certification to be signed by each bidder that (s) he is aware of, and Understands, the applicable tribal requirements; and
 - (4) A list of potential Indian/Alaska Native subcontractors; and
 - (5) A notice that there will be a pre-bid/proposal conference and the time and place of the conference.
 - C. If the project is to be carried out on a reservation and no TERO ordinance exists, the Tribal Chairman/designee shall be notified of the pending solicitation two weeks in advance.
 - D. The Contracting Officer and TERO Director or Tribal representative will provide a comprehensive briefing on Section 7(b) Indian/Alaska Native preference requirements to the prospective offerers. A list of potential subcontractors (Indian/Alaska Native economic enterprises) shall also be given to the prospective offerors by the Contracting Officer/TERO Director.

- E. The Commerce Business Daily (CBD) announcement shall provide for the submission of a subcontracting plan, which will outline the contractors steps to be taken to implement the Section 7(b) preference requirements. The preference plan shall include the following:
- (1) A list of each subcontractor (identified as Indian or non-Indian) that the offeror intends to use on the project; and
 - (2) For each non-Indian subcontractor on the list, the plan shall describe the steps taken by the successful offeror to locate an acceptable Indian/Alaska Native firm. This shall include contacts with the local TERO office; and
 - (3) A list of all employment opportunities on the project: (with their approximate starting and ending dates) shall be provided by both the prime contractor and all subcontractors; and
 - (4) Any positions which the offeror wishes to be classified as Core Crew (See 6H (3) below); and
 - (5) An agreement not to deviate from the preference plan, subject to sanctions under the contract/TERO ordinance without first receiving written permission from the Contracting Officer; and
 - (6) A schedule of written periodic reports to be submitted which will reflect the extent of preference compliance; and
 - (7) A list of possible trainee or apprenticeship positions available under the contract.
- F. Failure to negotiate an acceptable Section 7(b) subcontracting plan shall render the offeror non-responsive. Negotiations may then be conducted with the next low offeror.
- (1) The Contracting Officer shall forward a copy of that plan to the Contracting Officer's Representative and TERO Director or Tribal Representative for review and comment within ten (10) working days. The Contracting Officer will give substantial weight to the recommendation of the Contracting Officer's Representative and TERO Director or Tribal representative as to whether or not the plan is acceptable.
 - (2) The requirement to submit a Section 7(b) subcontracting plan shall be applicable to all offerors, regardless of size.
- G. Where a local TERO ordinance is in effect and approved by the cognizant Solicitor's office, contractors/subcontractors are subject to those TERO requirements. If there is a conflict between the local TERO requirements and the Acquisition and Assistance Agreements Instruction procedures, the local TERO provisions shall apply unless prohibited by statute or regulation.

H. It shall be the responsibility of the offeror to seek and select Indian/Alaska Native subcontractors for the project. The Bureau shall provide the following to the offeror at the time of solicitation:

- (1) Soliciting or accepting of offers from non-Indian business Enterprises is forbidden at this point;
- (2) Bid shopping (peddling) is strictly prohibited;
- (3) If only one Indian/Alaska Native subcontractor is available to bid, the contractor will advise that subcontractor of the contract and solicit an offer. If the offer is reasonable, it shall be accepted. If the offer is not reasonable, the contractor shall advise the Indian/Alaska Native subcontractor that the offer was unreasonable and shall attempt to negotiate a fair and reasonable offer; and
- (4) If the Indian/Alaska Native subcontractor will not negotiate a fair and reasonable offer, the contractor may solicit offers from non-Indian subcontractors. The solicitation of offers from non-Indian subcontractors will be done only after a positive attempt has been made by the contractor to negotiate a fair and reasonable offer from the Indian/Alaska Native subcontractor and the effort has failed to result in a fair and reasonable offer; and
- (5) The Contracting Officer will provide all information pertaining to the project to the TERO Director who may advise the former as to the efficiency of an "honest effort" to negotiate a fair and reasonable offer. However, the final determination of "good faith" rests with the Contracting Officer.

I. Section 7(b) of Ref. (1) requires that preference to Indian/Alaska Native persons be given in the areas of employment and training. Offerors shall be advised, at the time of solicitation, of the following procedures to be followed for employment opportunities under the contract:

- (1) In all cases where the local tribal government has an approved TERO ordinance in effect, employment will be in accordance with those local directives; and
- (2) Where there is no TERO ordinance in effect, the Contracting Officer's Representative will directly, or through an agreement with the tribe's manpower office, establish a referral system for Indian employees, consistent with the requirement that the contractor/subcontractor may not hire any non-Indian person until it has given the Contracting Officer's Representative (or tribal office) an opportunity to locate a qualified Indian person for any vacancy. After the Contracting Officer's Representative (or Tribal office) has received the hiring schedule from the contractor/subcontractor, (s)he will fill those positions, and then shall submit it to the contractor/subcontractor. The Contracting Officer's Representative/

Tribal office will assist the contractor/subcontractor in locating such persons; and

- (3) The preference requirements under Section 7(b) and these JAI procedures shall not apply to employees of the contractor or subcontractor who qualify as "Core Crew: members. A Core Crew member is defined as:

"Any person who is in the contractor/subcontractor's crew who holds a key position such that the employer would face a serious loss if that position were filled by a person who had not previously worked for that contractor or subcontractor."

The contractor and subcontractor(s) will list all positions they want Identified as Core Crew and present that list to the Contracting Officer's Representative and TERO Director (where applicable), with a written explanation supporting why they believe each listed position qualifies for inclusion. The Contracting Officer may, based on recommendations from the Contracting Officer's Representative and/or the TERO Director, disapprove any or all of the positions listed on the grounds that they are not Core Crew-eligible.

- J. In all cases where the local tribal government has an approved TERO ordinance in effect, the Bureau shall award a contract for monitoring and enforcement of the Section 7(b) preference requirements with the tribal TERO office if so requested by the tribe or TERO office in accordance with tribal procedures. The amount of the firm fixed-price contract will be negotiated on the merits of the contract. However, where the tribe has a TERO tax or fee in effect, a no cost monitoring agreement shall be entered into.
- K. In cases where the local tribal government does not have a TERO ordinance in Effect, and the tribe does not want to provide services to monitor the Section 7(b) preference compliance, the BIA Agency Office Employment Assistance Officer (or another person designated by the Contracting Officer) shall serve as the contract administrator will actively and vigorously monitor the contractor's/subcontractor's compliance with the Section 7(b) preference requirements. Monitoring will include the following minimum steps:
 - (1) Periodic on-site visits; and
 - (2) Review and analysis of periodic progress and final reports submitted by the contractor; and
 - (3) Review of the contractor's/subcontractor's payroll records to verify the use of Indian/Alaska Native employees consistent with the Section 7(b) preference requirements; and
 - (4) Inform Indian/Alaska Native persons about their rights under these procedures and of the complaint procedure; and
 - (5) Inform local Indian/Alaska Native persons and other Indian/Alaska

Native communities of the employment opportunities available on the project, and of the Section 7(b) preference requirements that apply.

- L. The use of the Bureau's administrative procedures by the Contracting Officer for contractor non-compliance in no way prevents the TERO Director from processing an identical complaint, or from independently imposing sanctions in accordance with the local TERO ordinances. However, the Contracting Officer's Representative will seek to combine investigations with the TERO Director to reduce the burden on all parties and avoid duplication.
- (1) Where no TERO exists, all complaints and/or violations of these procedures (As outlined) will first be brought to the attention of the Contracting Officer's Representative who will attempt to resolve the complaint/violation informally. If that fails, the Contracting Officer will attempt to process the complaint and issue a decision before any irreparable damage occurs. If necessary, the Contracting Officer's Representative and the Contracting Officer shall conduct a joint investigation; and
 - (2) The Contracting Officer may instruct a party to delay taking an action that will cause irreparable damage prior to completion of the complaint review process.
- M. The use, or non-use, of sanctions by the Contracting Officer in any way prevents the local TERO Director from imposing independent sanctions in accordance with the local tribal TERO ordinance. Upon recommendation of the Contracting Officer's Representative, any or all of the following sanctions may be imposed by the Contracting Officer for violation of the Section 7(b) preference requirements.
- (1) Suspension or termination of the contract;
 - (2) Implement debarment procedures.
- N. Union compliance with Indian/Alaska Native preference requirements on reservation work projects will be in accordance with the local TERO ordinance.
- (1) Where a TERO ordinance does not exist, all contractors and subcontractors who have collective bargaining agreements with any union organization are responsible for union compliance with regards to Indian/Alaska Native preference to qualified persons in the referrals of job applicants to the contractor/subcontractors. Specifically, as long as there is a qualified Indian/Alaska Native person on any of the referral lists maintained by the union, the Contracting Offer or the tribe, that Indian/Alaska Native person will be referred before any non-Indian person is referred, even if the non-Indian person is on a preferred referral list.
 - (2) The contractor/subcontractor may not request a non-Indian person by name as long as there is a qualified Indian/Alaska Native person on any of the lists.

(3) No work on the scheduled project will begin until these written agreements are made; or, the contractor makes substitute agreements that, in the judgment of the Contracting Officer in consultation with the TERO Director, provide satisfactorily for implementation of the Section 7(b) preference requirements.

- O. Copies of this Instruction are to be made available to all Warrant System Contracting Officers, as well as to all program managers at Area/Agency Offices.
- P. Central Office Code 512 shall copy Area and Agency Office education supervisors, post-secondary institutions, and Bureau-funded Community that are recipients of funds under Bureau contract/subcontracts shall comply with the provisions of Ref. (1), (3), (5) and this instruction.

7. Additional Actions-Buy Indian Contracts:

- A. If the Contracting Officer has reason to believe that there will be no (or too few) Indian/Alaska Native firms qualified to perform the proposed project, the Contracting Officer shall consult with the relevant Bureau and Tribal programs office to determine if the contract can be divided into several smaller contracts. If doing so is programmatically feasible, the project will be so divided, unless it is determined that doing so will cause the total project cost to be unreasonably increased. "Reasonableness" will be determined by the cognizant Area Director after considering the recommendation of the relevant staff offices.
- B. In order to determine the reasonableness of all offers, the initiating program office shall provide the Contracting Officer with a government estimate.
- C. If offers received exceed the government estimate, the Contracting Officer shall advise each responsive, responsible Indian/Alaska Native bidder(s) that they exceed the estimate. The Contracting Officer shall then attempt to negotiate a fair and reasonable offer with the lowest, responsive bidder in accordance with 45 CFR 15.214.
- D. If only one Indian/Alaska Native offeror submits a bid and that bid exceeds the government estimate, the Contracting Officer shall advise the offeror that the offer was too high and will attempt to negotiate a fair and reasonable offer.
- E. If, under C and D above, the Indian/Alaska Native offeror will not negotiate a fair and reasonable price, the Contracting Officer shall cancel the solicitation and follow normal procurement procedures. The opening of the solicitation to non-Indians shall be done only after a good faith effort is made to negotiate a lower offer with the Indian offeror and the effort has failed. The Contracting Officer, after full consultation with the TERO Director/tribal representative, will determine a "good faith effort."
- F. If there are no Indian/Alaska Native offerors, or none who have reached a reasonable negotiated offer, the solicitation will be cancelled and normal procurement procedures shall be followed.

8. Reports:

- A. Appropriate contract clauses will be developed by the Contracting and Grants Administration Staff (Central Office) and made available to Bureau Contract Offices.
- B. A new report form will be developed to monitor the Bureau's compliance with Section 7(b) of Ref. (1) and will be included in AMS Handbook No. 2. The report shall be submitted to Contracting and Grants Administration Staff (Central Offices) within thirty (30) calendar days after the completion of the project.



IN REPLY LETTER TO
Contracting and Grants
Administrative Staff

United States Department of the Interior
BUREAU OF INDIAN AFFAIRS
WASHINGTON, D.C. 20215

August 17 1984

ACQUISITION AND ASSISTANCE AGREEMENT INSTRUCTION 84-1A

- TO: (1) All Area Directors
(4) Central Office Directors (Codes 200,300,400,500,600)
(5) Central Office Codes: 105, 660A, 700, 800, 880A, 882
- FROM: Deputy Assistant Secretary – Indian Affairs (Operations)
- SUBJECT: Amendment to No. 84-1, Preference Status for Indian/Alaska Native Persons and Economic Enterprises as Bureau Contractors
1. Purpose. To amend and correct Acquisition and Assistance Agreement Instruction 84-1 (dtd. June 19, 1984).
 2. Correction. Under item 6 – Action – paragraph A, delete “regardless of award authority.” Insert “except those contracts issued and awarded pursuant to Title I and to Indian Tribes and Indian Organizations under Title II of Pub. L. 93-638 (25 U.S.C. 450 et. seq., and 25 U.S. 455 et. seq. respectively).”

Item 6B(1) is revised to read as follows”

“A written notification that a Tribal TERO ordinance and/or tax is in effect; the percentage figure of the tax and the legal requirement of the contractor to pay such tax. Whenever feasible, a copy of the ordinance shall be included in the solicitation package or a statement identifying where a copy may be obtained; and”

Under item 6E(4), change the reference from 6H(3) to 6I(3).

Item 6F is revised to read as follows:

“Failure to submit an acceptable Section 7(b) subcontracting plan shall render the offeror non-responsive. Award of a contract as a result of an unrestricted formally advertised solicitation shall be made to the lowest bidder with an acceptable plan. Otherwise, negotiations may be conducted with the most technically acceptable and/or lowest offeror.”

Item 7C revised to read as follows:

"If offers received exceed the government estimate and are not considered to be fair and reasonable by the Contracting Officer, the Contracting Officer shall advise each responsive, responsible Indian/Alaska Native to negotiate a fair and reasonable offer with the lowest, responsive, responsible bidder. Prior to such negotiation, the Contracting Officer shall prepare an appropriate Determination and Findings setting for the reasons why the initial offer(s) was not considered fair and reasonable."

3. Action. Each holder of the Instruction Series should take appropriate steps to effect these changes. Central Office Code 512 shall provide copies to field Education Supervisors and to post-secondary institutions.

A handwritten signature in black ink, appearing to be "JL 277" with a long, sweeping underline.

TITLE VII – CIVIL RIGHTS ACT OF 1964 (AS AMENDED)

1. Objectives – General Provisions:

- A. Title VII prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment on the basis of race, color, religion, sex, or national origin.
- B. In 1978, Title VII was amended to include the Pregnancy Discrimination Act, which requires employers to treat pregnancy and pregnancy-related medical conditions the same as any other medical disability in the administration of employment practices and employee health benefits.

2. Specific Coverage of Indian Preference Under Title VII:

Title VII, Section 703 (i) states:

“Nothing contained in this Title shall apply to any businesses or enterprise on or near an Indian reservation with respect to any publicly announced employment practice of such business enterprise under which preferential treatment is given to any individual because he is an Indian.”

3. Coverage:

- A. Employment discrimination by any of the groups having 15 or more employees is prohibited:
 - Private employers
 - State and local governments
 - Educational institutions
 - Labor organizations
- B. Employment discrimination by any of these groups is also prohibited:
 - The federal government
 - Private and public employment agencies
 - Joint labor management committees for apprenticeship and training

PART E

COMPLIANCE CONTRACT 2019



TRIBAL EMPLOYMENT RIGHTS ORDINANCE

Notice To Construction Contractors

Notice is hereby given that the Puyallup Tribe of Indians has a Tribal Employment Rights Ordinance in effect covering the following areas:

- Indian Preference In Employment
- Training and apprenticeship
- Contracting
- Subcontracting
- Wages & Rates
- Fees & Taxes

Construction Contractors are advised that Section 3.24.220 of the Puyallup Tribe's TERO States:

Every covered employer/entity with a construction contract in the sum of 20,000 or more shall pay a fee of two and a half percent (2.5% of the total amount of the contract). Such fee shall be paid by the employer/entity prior to commencing work within the jurisdiction of the Puyallup Tribe. Where good cause is shown, the Director may authorize payment of the fee in installments over the course of the contract period.

MANDATORY ORIENTATION

Every prime contractor and subcontractor must attend a mandatory TERO Orientation and sign a Compliance Agreement with the TERO Program, in person, before commencing any work within the jurisdiction of the Puyallup Tribe of Indians. Failing to attend the mandatory TERO Orientation or failing to submit an acceptable compliance plan may be denied the right to commence or continue business within the jurisdiction of the Puyallup Tribe of Indians.

Who attends:

- Contractors of any tier scheduled to work onsite
- Puyallup Tribe TERO staff
- Labor Union representatives (Dependent)

This package helps contractors understand the forms and requirements for compliance listed in the following:

1. The prime contractor must achieve Tribal Labor Agreement workforce requirements for the project and relies on subcontractors to help fulfill those requirements. This includes a minimum share of hours performed by each of the following:
 - Local Indians and other area Native Americans
 - Graduates of registered pre-apprentice programs
 - Apprentices
2. Compliance Packets due no later than 48 hours prior to your project start, unless granted Extension
3. If contract is identified under \$20,000, or a Service Contract, this request will be submitted to the TERO no less than 48 hours prior to their work on the job-site. The contractor will be subject to filling out the TERO Information sheet, and the Indian Preference Employee Request.
4. Clearance for permits required for each individual performing work on the jobsite.

Next Steps:

Contractors are required to stay in a timely communication with the designated Compliance Officer, and send any updates regarding new Employee Requests, Monthly Certified Payroll (due every 10th), changes in crew, schedule, or issues reported on the jobsite, etc. documented by email to Puyallup Tribe TERO Program at TERO@puyalluptribe-nsn.gov

Note: Section 3.24.060 of the TERO States: These requirements shall not apply to award of contracts awarded directly by the Tribal Council of the Puyallup Tribe, by the federal or state government or their subdivisions. These requirements shall apply to any contract award by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians for approval.



Contractor Compliance Agreement

PROJECT NAME: _____ NO. _____

WHEREAS, the Tribal Employment Rights Office (TERO), and _____,
through its representative _____, have entered into an agreement as a result of
_____, being awarded a contract for _____ AND,,

WHEREAS, Employer is hereby notified that no construction activity shall commence within the
Puyallup Tribe of Indians Reservation until a written plan for Contractor Compliance with Tribal Indian
Preference laws has been agreed to.

THEREFORE PARTIES AGREE AS FOLLOWS:

ARTICLE I – CONTRACTOR: _____, hereinafter referred to as the
Employer, agrees to comply with the TERO Ordinance procedures for the selection of its employee(s).

ARTICLE II – EMPLOYMENT PRIORITY: The Employer agrees to utilize the TERO Hiring Hall for
reference of a qualified, available labor force in the hiring of its employee(s).

ARTICLE III – EMPLOYMENT REQUIREMENTS: The Employer agrees to abide by the Hiring Requirements
(Utilization Plan); and that any employee(s) hired must be cleared by TERO in writing, the forms to be
provided by TERO. *Any non-Indian found to be working on the project, who is not cleared by TERO will
be considered to be unlawfully employed and will cause the Employer to be subject to sanction(s) as
provided for in the TERO Ordinance.* Indians referred by TERO will fill all laborer, training and/or
apprentice positions.

TERO reserves the right to negotiate for any positions in addition to those listed in the Utilization Plan,
which are the minimum that must be hired by the Employer. Wages will be paid according to
applicable laws, when due.

Whenever the Employer determines an Indian employee referred by TERO is not performing
adequately, and may be in jeopardy of being terminated, the employer shall notify TERO about the
problem. TERO shall provide job counseling to the employee(s). The Employer agrees not to terminate
any Indian employee until the TERO has been notified and given an opportunity to provide counseling.

Employee Signature and Title

Date

TERO Representative

Date



Indian Preference Agreement

WHEREAS, this agreement is negotiated and entered pursuant to the Puyallup Tribe's Employment Rights Ordinance, (TERO) and

WHEREAS, _____, Company has successfully been awarded a contract for certain construction activities located on the Puyallup Indian Reservation; and

WHEREAS, _____, Company is an Employer (hereinafter "Employer"),

WHEREAS, the mission of TERO is to protect tribal sovereignty by supporting Tribal Member self sufficiency through enforcing Indian Preference requirement in Employment, Training, and Contracting Opportunities; and

WHEREAS, the Director of Tribal Employment Rights Office (hereinafter "Director") has been delegated the authority to negotiate "employment goals and procedure for meeting those goals with employers and labor unions, and to work with employers and unions to ensure that those goals are met"; and

WHEREAS, Employer agrees to fully comply with the Tribal TERO law.

NOW THEREFORE BE IT RESOLVED, the Employer and the Director agree as follows:

1. The tribe has an Indian employment ratio requirement of 25/75 including Core Crew, if there are qualified Indians to fill employment positions.
2. The Director agrees to refer specific Indians to fill each non-core crew position. The Director will first refer qualified Indian applicants and next will refer interested Indian individuals desiring training opportunities. Employer will expeditiously use its hiring procedure to determine whether an individual referred by TERO is eligible to be hired. Employer agrees to require all subcontractors to hire and train Indian individuals on all subcontract work consistent with the tribe's TERO Ordinance.
3. Employer agrees to hire and/or train Indian individuals to work with the core crew on a full time basis during the project period.
4. The project period runs _____ days, starting _____.

5. Employer will provide all information requested by the Director in a timely manner to decide and to verify employment decisions.
6. The Employer is encouraged to work with TERO to develop a training program in addition to 3 above, under 03.24.180 (d) of the Ordinance. This program shall be implemented only if needed as determined by the Director after 50 days of project construction. If it is determined that such a program is needed, the Director and Employer shall negotiate in good faith an appropriate job readiness-training program.
7. The Director shall be in receipt of the following in a timely manner:
 - A. All job positions for the project together with job descriptions.
 - B. All employees hired to date shall be reported by name and qualifications, if requested.
 - C. All equipment leased or rented to date and future anticipated leasing or rental should be listed. Said listing shall include the name and address of the company from which the equipment is leased or rented and whether the company is Indian-Owned.
 - D. A copy of all certified weekly payrolls or monthly employee remuneration submitted to the TERO office each month no later than the 10th day of the following month or upon the request of the TERO office.
 - E. Employer agrees to pay by _____, the TERO tax to the tribe in the amount of 2.5% of the total contract, to include all change orders.
8. If the Director determines that this Agreement has not been met in good faith, they shall proceed with enforcement of the TERO Ordinance as provided in Subchapter 9 thereof and tribal court may use any and all remedies specified in Subchapter 10 thereof.
9. Employer agrees to use all Indian subcontractors listed in this bid proposal on all work in the dollar amounts listed therein. Employer further agrees to timely pay all Indian and non-Indian employees and subcontractors.

Employee Signature and Title

Date

TERO Representative

Date



Utilization Plan

Email this package to the TERO no later than Tuesday before your scheduled TERO Orientation, and/or 48 hours prior to your project start date.

Prime/Subcontractor Name	
Prime/Subcontractor License#	
Orientation Date:	Time: 10:00 AM
Location: Puyallup Tribe of Indians TERO, Tacoma, 98404 1423 East 29th Street, Tacoma, WA 98404, 2nd floor	TERO Indian Preference Firm (IP Firm): <input type="checkbox"/> Yes <input type="checkbox"/> No
Prime Contractor:	Hiring Contractor (if any):
Contract #:	Hiring Contractor License #:

Subcontract Detail

Contract Name	
Contact Phone	
Prime/Subcontractor Address	
Current Union Agreements: Local #	
Contract Sub-package Name/Identifier	
Prime/Subcontract Dollar Amount	
Approximate Start Date	
Approximate Completion Date	
Job Site Location	
Job Superintendent	
Job Site Phone	
Craft Hiring Rep	
Project Manager	
Shifts	
Payday(s)	
Date Pay Period Ends	

First Aid Provider Hospital	
Worker Parking Provisions	
Drinking Water Provided by	<input checked="" type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Subcontractors
Sanitation Facilities Provided by	<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractors
Number of Workers & Crafts Expected	
Does your company have state industrial insurance? If no, list the name of your private insurance company?	
Have any of the company staff/key personnel attended a TERO cultural sensitivity workshop?	
Have you received a copy of the I/A	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you reviewed the work scope goals and requirements for the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you prepared to meet the stated Indian Preference goals?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "NO" what is preventing you from meeting the stated goals?	

Puyallup Tribe TERO
General/Sub Name: _____



Subcontractors Request to TERO

NOTE: Indian Preference subcontract percentage shall be at 100%. (If the TERO Office has qualified Indian Preference Subcontractors, 100% is expected to be hired)

SUBCONTRACTOR:

Company: _____ Type of Work: _____

Total Bid: _____ Project Cost: _____

Company: _____ Type of Work: _____

Total Bid: _____ Project Cost: _____

Company: _____ Type of Work: _____

Total Bid: _____ Project Cost: _____

Company: _____ Type of Work: _____

Total Bid: _____ Project Cost: _____

Total Subcontract Dollars: \$ _____

Total Indian Preference Subcontractor Dollars: \$ _____

Total Indian Preference Subcontractor Percent Dollars: _____

NOTE: All Indian Preference bids will be considered acceptable if the "Qualified Contractor" is within reasonable prototype cost and/or estimate.

The Tribal TERO Office provides and maintains a listing of Indian owned construction and contracting companies.



TLA– Proposed Trade Assignment

All workers, including key workers, must be dispatched through the appropriate union hall.

Please list trade assignments by craft in the table below. Describe the scope of work for each. List each piece of equipment planned for use by craft. Include all “tools of the trade” or part-time use of equipment. If more space is needed, attach additional sheets.

Craft	Scope	Equipment/Tools
SAMPLE		



Labor Force

Indian Preference in Employment is expected to be 100% if the TERO Office has qualified IP Employees.

Craft	Peak / Average	Date Needed
Asbestos Workers		
Boiler Makers		
Brick Layers		
Carpenters		
Cement Masons		
Electrical Workers (Inside Wiremen)		
Electrical Workers (Outside Wiremen)		
Elevator Constructors		
Glaziers		
Insulators		
Iron Workers (Structural/Rebar)		
Iron Workers (Ornamental/Architectural)		
Laborers		
Millwrights		
Operating Engineers		
Painters		
Pile Drivers		
Plumbers & Pipefitters		
Plasterers		
Roofers		
Sheet Metal Workers		
Teamsters		



Tribal Employment Rights Office

EMPLOYEE REQUEST FORM

PROJECT INFORMATION

Project Name	
Project Location	
Company Name	
Contact Name	
Title	
Phone Number	

EMPLOYEE REQUEST INFORMATION

Position Title		How Many	
Position Type	___ Full Time ___ Part Time	Pay Rate	
Supervisor name		Phone #	
Hours Per Week		Shift	___ Days ___ Nights
Start Date		Start Time	
Level	<input type="checkbox"/> Apprentice/What year? _____ <input type="checkbox"/> Journeyman		
Union or Non Union		Union #	
General Description:			
Work Experience Requirements:			
Pre-Employment Screening (UA, 19 and W9 etc) :			

TEAM STRUCTURE

Identify your Key Personnel who will be onsite. A key personnel employee is one who; (a) is and has been on the employers or subcontractors annual payroll for no less than one year, (b) is an owner of the firm, and (c) holds a top supervisory position within the firm.

Name	Title	Years of Employment	Tribal Affiliation
	Owner		
	Supervisor		
	Superintendent		
	Foreman		

Identify your Non-Key Personnel you are requesting to be onsite. Non-key personnel is an employee that does not have a supervisory role. Non-key personnel are subject to TERO approval.

Name	Title	Years of Employment	Tribal Affiliation
SAMPLE			

Labor Force Request to TERO.

Occupation/Qualification	QTY	Date Needed

Any questions or concerns may be directed to the TERO Office at (253) 573-7846.



Project Staff

Owner:	
Office Contact #	
Cell Contact #	
Email Address	
Office Contact/Dispatch:	
Office Phone	
Cell Phone	
Email Address	
Project Manager:	
Office Phone	
Cell Phone	
Email Address	
Safety Representative:	
Office Phone	
Cell Phone	
Email Address	
Drug Test Coordinator:	
Office Phone	
Cell Phone	
Email Address	

At least two (2) active project staff (1 office staff and 1 field Supervisor) are required to attend the mandatory TERO Orientation.

Have either of the above named attended the TERO Orientation within the last two (2) years? Y N

If yes or no, reference the name of attendee and date they have or will be certified:

Office Attendee:

Date:

Field Attendee:

Date:



Key-Personnel Worker List

Contractors without a collective bargaining agreement with Unions signatory to the Puyallup Tribe TLA may employ up to 25% of their own core workers.

A **Key Employee** is an employee that meets all the following (3.24R):

- is and has been on the employers or subcontractors annual payroll for no less than one year, (the fact that an employee has worked for the employer on a previous project shall not qualify that employee as a key personnel employee)
- is an owner of the firm,
- holds a top supervisory position within the firm and is essential to the firms operations, such that the firm would suffer a financial loss if it is not able to employ that person.

Prior to award, the apprant low bidder, and prior to commencing work all subcontractors shall identify their key personnel employees. Such employees may be employed on the project whether or not they are Indian. A **Key Employee** includes a top supervisory employee or an employee who performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer, and that employee has been on the employer or contractors annual payroll for a period of 1 (one) year continuously. The contractor or any subcontractor that fill vacant employment position within its organization immediately prior to undertaking work pursuant to this contract shall set forth evidence acceptable to the Tribe Office that its actions were not intended to circumvent these requirements.

Key workers and Non-Key workers must place their name with the respective union hall dispatch prior to work.

Employee Name	Classification List Owner, Supervisor, Superintendent, Foreman, or other Lead title	Years Employed	Has worker been on payroll for a period of 1 year?	Does worker have any Tribal Affiliation?
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Non-Key worker request for clearance. These employees will only be granted clearance if TERO is unable to locate a qualified employee to fill the position.

NON-KEY WORKER LIST:

Name	Classification	Years Employed	Has worker been on payroll for a period of 1 year?	Does worker have any Tribal Affiliation?	Name of Tribe
	Apprentice		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	

All Key and non-key workers with Tribal Affiliation and/or descendency must submit a TERO application and provide Tribal Identification or letter of descendency papers for verification

Your signature verifies the information is accurate. If information is a knowing misrepresentation of facts, (sub)contractor could be subject to breach and/or sanctions of the Ordinance Chapter 3.24

Name: _____ **Email/Phone:** _____

Signature: _____



Buy Indian Act Policy

Request for Products or Supplies

NOTE: An Indian Preference Policy on all projects will be maintained where applicable.

Contractor [] Subcontractor []

Product Or Supply	Quantity	Product Or Supply	Quantity
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

NOTE: All "Buy Indian Products" will be considered acceptable if the qualified supplier is within the controllable estimate. (The controllable estimate shall be obtained from three (3) at random suppliers and averaged)

TERO provides and maintains a listing of Indian Owned suppliers, vendors, manufacturers, repair, and maintenance firms.

Request for Rental Equipment

NOTE: An Indian Preference Policy on all rental equipment will be maintained where applicable.

Contractor [] Subcontractor []

Type of Equipment	Quantity	Type of Equipment	Quantity
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

All Indian Preference rental bids will be considered acceptable if the qualified supplier is within the controllable estimate. (The controllable estimate shall be obtained from three (3) at random rentals and averaged)

TERO provides and maintains a listing of rental equipment available to assist you with completion of your project.

Puyallup Tribe TERO
General/Sub Name: _____



TERO Employment Rights Fee

Employer: _____

Address: _____

Telephone: (_____) _____

Puyallup Tribal Employment Rights Ordinance Requires:

3.24.220 (a): Every covered employer or entity attaining a contract of \$20,000.00 or more shall pay a one (1) time Employment Rights Fee of 2.5% of the total amount of the contract award. The fee may be paid in installments over the length of the contract if approved by the TERO Director.

Lump sum payment: [☐]

Contract Amount: \$ _____

Conditional progress payment:

\$ _____

Employment Rights Fee Due:

\$ _____

SAMPLE

APPROVED: [☐]

DENIED [☐]

TERO Representative

Employer: _____

Signature: _____ Date: _____



TERO Employment Rights Ordinance

The foregoing Utilization Plan is fully acceptable on behalf of the Tribal Employment Rights Ordinance and TERO Office.

Company Represented

Address

Phone Number

Dated this _____

SAMPLE

Employer Signature

TERO Representative

PART F

TRIBAL LABOR AGREEMENTS

TRIBAL LABOR AGREEMENT

Between

THE PUYALLUP TRIBE OF INDIANS



and

TRIBAL EMPLOYMENT RIGHTS OFFICE

and

NORTHWEST NATIONAL CONSTRUCTION ALLIANCE

and

BUILDING TRADES CONSTRUCTION UNIONS

PURPOSE

This Agreement is entered into by and among the Puyallup Tribe of Indians hereafter referred to as "Tribe," the Tribal Employment Rights Office hereafter referred to as "TERO" and the Northwest National Construction Alliance (NWNCA) and additional Building Trades Unions signed to this Agreement hereafter referred to as "Union".

SCOPE

This Agreement applies to all construction projects located within the boundaries of the Puyallup Indian Reservation, on tribal trust property near the reservation, or lands otherwise within the jurisdiction of the Tribe.

This agreement represents a concerted effort among the parties to provide opportunities for family wage employment; to provide safe, healthy and clean working environments and working conditions; to provide ongoing Apprenticeship, training, employment and career path opportunities and to provide affordable family health care and the ability to retire with dignity.

Where the jurisdiction of this Agreement overlaps or conflicts with another Tribe or Tribal entity the jurisdiction of this agreement may be modified by mutual agreement between the applicable Tribes. If Agreement is not reached between the Tribes the Terms and Conditions of this Agreement or any Addendum to this Agreement may be waived by mutual written Agreement of the parties.

TRIBAL SOVEREIGNTY

All parties signatory to this Agreement acknowledge that the Puyallup tribal sovereign authority governs the Terms of this Agreement. The parties agree that the sovereign immunity and authority of the Tribe shall remain intact and unabridged throughout the life of this Agreement and that The Puyallup Tribal Council shall decide all issues regarding Tribal Sovereignty and its decision shall be both final and binding.

TERO RECOGNITION

The Puyallup Tribe has adopted a Tribal Employment Rights Ordinance hereafter referred to as "Ordinance" as Law within the Reservation or where the Tribe otherwise has jurisdiction. The Unions and all other parties agree to recognize the authority of TERO and agree to abide by the TERO Ordinance, regulations and applicable determinations. The parties recognize that TERO has a primary commitment to the employment of Tribal Members in the hiring of Indian preference employees.

UNION RECOGNITION

The Tribe and TERO authorize the Unions to enter into a Collective Bargaining Agreement with General Contractors and Sub Contractors for all construction projects, to act as party to that Agreement, as the exclusive Bargaining Representatives of all construction craft employees performing work covered by said agreement on construction projects with respect to wages, hours of work, and all other Terms and Conditions of employment, provided that:

- a) Indian preference contractors shall not be required to recognize the Union as exclusive Bargaining Representative of their employees.
- b) Indian preference employees may choose not to be Members of, or pay dues in lieu of Membership to, the Union.
- c) All Non-Indian preference contractors bound to this Agreement will abide by the Terms and Conditions of the applicable Collective Bargaining Agreement for the duration of the project and will be signatory to the appropriate craft Union Agreements.

LABOR LIAISON

If the Tribe so chooses, the Union will appoint a Labor Liaison. Such appointment is subject to approval of the Tribe. The Labor Liaison will serve as a point of contact in questions arising from the implementation and interpretation of this Agreement. The Liaison will help facilitate discussions concerning the execution and application of this Agreement and notify the appropriate parties of meetings, concerns, or other items of interest.

INDIAN PREFERENCE WORKERS

The Union and TERO shall mutually establish Hiring Hall Rules consistent with Tribal Employment Rights Ordinance requirements, which shall include first hire priority rights for all local Indian preference employees. TERO shall provide a Dispatch Form, a copy of which shall be forwarded to the signatory employer and the Union upon dispatch of the employees.

NON-UNION WAGE AND BENEFITS

If the Indian preference contractor or employee opts not to join the Union, the following pay schedule will be applicable:

- 1. Wages and Benefits will be in accordance with the applicable Union scale or Prevailing Wage, whichever is more favorable to the employee.
- 2. Should a non-Union Tribal employee opt not to participate in the Union; benefits will be paid as directed by TERO. Employees electing this option may exercise this option by completing the attached "Notification to Employees Registered with TERO."

APPRENTICESHIP AND TRAINING

The parties recognize the necessity for Specialized Training and agree to indenture qualified Indian Apprentice Candidates in Washington State Certified Apprenticeship Programs, including but not limited to Registered Tribal Apprenticeship Programs. Minimum Apprenticeship standards and ratios shall be established for the hiring of Indian preference Apprentices for the Project.

**Union sponsored Apprenticeship Programs shall allow for Direct Entry of qualified Indian Apprentice Candidates.*

RESOLUTION OF DISPUTES

In the event any issue arises pertaining to the interpretation or application of this Agreement, the parties shall arrange for a meeting to be conducted at the earliest mutually convenient time. In the event the Union and TERO Representatives cannot resolve any issue within thirty (30) calendar days, after the notification to all parties, the issue will be referred to the Puyallup Tribe's TERO Commission for a final and binding determination.

The Grievance Procedure found in the Collective Bargaining Agreement shall apply to all disputes arising under the Agreement. Indian preference employees shall have the ability to resolve disputes with either the TERO or the Union when working under the terms of this Agreement. TERO shall have the right to dispatch a representative to any grievance proceeding in which the Union is involved.

The foregoing procedure shall constitute the exclusive method for resolving issues arising under this Agreement. No party to this Agreement may resort to economic action (e.g., strike, slow-down, cessation of work or non-dispatch of personnel) to resolve any dispute between the parties throughout the life of this Agreement.

UNION MEMBERSHIP

Although Union Membership is not required for Indian preference employees, the Tribe agrees to allow a Union Representative and/or Training Agents to demonstrate the benefits of Union Membership to all Tribal members and other natives.

All Unions signatory to this Agreement further Agree that at no time will a Union Representative directly or indirectly harass, coerce or threaten any Tribal Member that chooses not to join the applicable Union in any way.

**Tribal Members that meet or exceed the basic Journeyman requirements for membership shall be allowed to join the Union as a Journeyman*

For the Puyallup Tribe:

[Signature]
Signature

Tribal Chairman
Title

2/22/13
Date

For TERO Director:

[Signature]
Signature

TERO Director
Title

2-11-13
Date

For TERO Commission:

[Signature]
Signature

TERO Commission Chair
Title

2/13/13
Date

For the NWNCA:

[Signature]
Signature

Vice - President
Title

2-11-2013
Date

For the UA LOCAL 26
PLUMBERS & PIPEFITTERS

[Signature]
Signature

Business Agent
Title

11, Feb. 2013
Date

For the Local 252

[Signature]
Signature

Vice President
Title

11 Feb 2013
Date

For the IUPAT 605 Painters
and Trades

[Signature]
Signature

Business Representative
Title

Date

For the Ironworkers Local 86

[Signature]
Signature

Business Rep
Title

2/11/13
Date

For the OPCMIA 528 :

Signature [Signature]

Title Field REP

Date 2-11-13

For the PACIFIC NW REGIONAL COUNCIL OF CARPENTERS :

Signature [Signature]

Title Representation

Date Feb 11, 2013

For the Operating Engineers Local 612 :

Signature [Signature]

Title President

Date 2-11-2013

For the SHEET METAL WORKERS

Signature [Signature]

Title Business Rep

Date 2/11/13

For the I 40E 302 :

Signature [Signature]

Title Field Representative

Date 2-11-2013

For the U.A. Local #699 Sprinkler Fitters :

Signature [Signature]

Title WSA/UA/#699 Field Rep.

Date 2-11-13

For the TEAMSTERS 313 :

Signature [Signature]

Title Business Agent

Date 2-13-13

For the RODGERS UNION Local 153

Signature [Signature]

Title Business Manager

Date 3-6-13

For the _____:

Signature

Title

Date

For the _____:

Signature

Title

Date

DH:1-23-2013

For the _____:

Signature

Title

Date

For the _____:

Signature

Title

Date

NOTIFICATION TO EMPLOYERS REGISTERED WITH TERO

The employees registered with the Puyallup TERO wishing Union Membership shall have the right to join the Applicable Union with full benefits.

NOTIFICATION OF INTEREST TO JOIN THE UNION

I, _____, have been advised of my right to join the Union and receive the full benefit of Union Membership. I understand that upon application for Membership, I will have the same obligation and be required to meet the same requirement as all other Members. I understand contributions will be made to the usual customary benefit trust funds on my behalf. I further understand that deductions, including but not limited to dues, credit union and other Union supported programs, will be deducted from my wages.

Current Employer

Date Hired

Signature

Address

Phone Number

City

State

Zip Code

Employees registered with the Puyallup TERO not wishing to join the Union will individually sign a waiver of fringe benefits. Current wage and benefit amounts shall be paid directly to those employees not wishing to join the Union by signing said waiver. No Union deductions will be made from the employee's paycheck. This waiver shall only apply for the Native American Project listed below.

Project Name

Location

WAIVER OF RIGHT UNION MEMBERSHIP AND FRINGE BENEFITS

I, _____, have been advised of and understand my rights to join the Union and to have payments made on behalf to the usual and customary benefit trust fund, I choose not to have my employer make fringe benefit payments on my behalf to these trust funds and to have the Employer pay the total of the applicable wage and benefit payments directly on my payroll check. I understand I will not receive nor be eligible for any benefit from any of the trust funds.

Current Employer

Date Hired

Signature

Address

Phone Number

City

State

Zip Code

Pacific Northwest Regional Council of Carpenters



Affiliated with
United Brotherhood of Carpenters and Joiners of America

Dan Hutchins, Contract Administrator
25120 Pacific Highway South Suite 200, Kent, WA 98032
Cell 509.539.4258 • dhutchins@nwcarpenters.org



LETTER of UNDERSTANDING

This letter will confirm the discussions during the negotiations of the captioned Tribal Labor Agreement. The on-site fabrication and installation of structural/architectural systems between manufactured components which are traditionally the work of the PNW Regional Council of Carpenter members will continue to be recognized as such.

As you know, from the discussions in negotiations, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under prevailing wage for employees represented by the PNW Regional Council of Carpenters, unless such work is performed otherwise pursuant to the provisions of this letter.

The PNW Regional Council of Carpenters recognizes that the timely completion of Construction Projects is vital to Puyallup Tribe of Indians and the Community it is intended to serve. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the PNW Regional Council of Carpenters agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Carpenter classification in the locality where the work is performed. The Project Contractor and the Council agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The PNW Regional Council of Carpenters will not unreasonably withhold its consent to such accommodations and the PNW Regional Council of Carpenters agrees to install on-site any components fabricated pursuant to the terms of this letter, without limitation. The parties will make every effort to keep an open channel of communication to insure that all parties are fully informed of the facts affecting the substance of this letter.

Dated this 11TH day of FEB 2013.

Puyallup Tribe of Indians/ Tero

By Tribal Chairman

Signature *[Signature]*

By Marian Gyon

Signature *[Signature]*

DH: 1-18-2013

PNW REGIONAL COUNCIL OF CARPENTERS

By CHRIS LAMBERT

Signature *[Signature]*

Sheet Metal Workers International Association

LOCAL UNION 66

11831 Beverly Park Road, B-2 · Everett, WA 98204
Main office: (425) 493-5900 · Fax: (425) 493-5901 · Toll-free: 1-800-659-5882 · Dupont: (253) 617-7909



TRIBAL LABOR AGREEMENT ATTACHMENT

Puyallup Tribe of Indians, Tribal Employment Rights Office Labor Agreement

LETTER OF UNDERSTANDING RE: OFF-SITE FABRICATION

The on-site fabrication and installation of sheet metal components between manufactured components which are traditionally the work of SMWIA members will continue to be recognized as such.

As you know, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees per the Tribal Labor Agreement represented by the Sheet Metal Workers unless such work is performed otherwise pursuant to the provisions of this letter

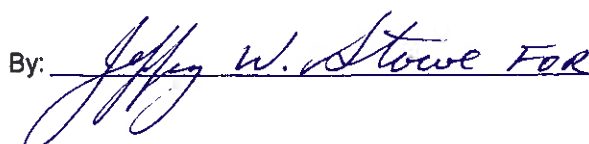
The Sheet Metal Workers recognizes that the timely completion of this project is vital to the Tribe. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Sheet Metal Workers agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Sheet Metal Worker classification in the locality where the work is performed.

The Puyallup Tribe of Indians and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers will not unreasonably withhold its consent to such accommodations and Local 66 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter. If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Off-Site Fabrication for projects in conjunction with the Tribal Labor Agreement, please indicate your acceptance in the space provided below.

AKNOWLEDGED, AGREED AND ACCEPTED On behalf of Puyallup Tribe of Indians

By: 

AKNOWLEDGED, AGREED AND ACCEPTED On behalf of Sheet Metal Workers Local #66

By:  Eric J. Martinson, Business Manager

PART G

**TRIBAL EMPLOYMENT
RIGHTS ORDINANCE**

Chapter 3.24

TRIBAL EMPLOYMENT RIGHTS ORDINANCE

Sections:

Subchapter 1. Policy

[3.24.010](#) Declaration of policy.

[3.24.015](#) Exemption.

Subchapter 2. Definitions

[3.24.020](#) Definitions generally.

Subchapter 3. Indian Preference

[3.24.030](#) Indian preference in employment.

[3.24.040](#) Application of Indian preference requirements.

[3.24.050](#) Indian preference in contracting.

[3.24.060](#) Application of Indian preference in contracting.

[3.24.070](#) Tribal programs or divisions.

[3.24.080](#) Subcontracts included.

[3.24.090](#) All covered entities to comply.

[3.24.100](#) System for certifying firms for Indian preference.

[3.24.110](#) Unions.

Subchapter 4. Tribal Employment Rights Commission

[3.24.120](#) Tribal Employment Rights Commission.

[3.24.130](#) Quorum.

[3.24.140](#) Recusal of Commission members.

[3.24.150](#) Definition of immediate family.

[3.24.160](#) Commissioner participation.

[3.24.170](#) Voluntary recusal.

Subchapter 5. Powers of the Commission

[3.24.180](#) Powers of the Commission.

Subchapter 6. TERO Director

[3.24.190](#) TERO Director.

[3.24.200](#) Authority of Director.

[3.24.210](#) Duties of the Director.

Subchapter 7. Employment Rights Fee

- [3.24.220](#) Employment rights fee.
- [3.24.230](#) Fee collected by Tribal Accounting Office.

Subchapter 8. Complaints and Their Investigation

- [3.24.240](#) Complaints.
- [3.24.250](#) Contents of complaint.
- [3.24.260](#) Investigation timeline.
- [3.24.270](#) Duties of the Director.
- [3.24.280](#) Investigations.
- [3.24.290](#) Authority to enter.
- [3.24.300](#) Trade secrets or confidential information.
- [3.24.310](#) Restriction of access to certain information.
- [3.24.320](#) Investigative powers.

Subchapter 9. Enforcement

- [3.24.330](#) Monitoring compliance.
- [3.24.340](#) Notice of violation.
- [3.24.350](#) Informal settlement.
- [3.24.360](#) Notice of violation to include.
- [3.24.370](#) Request for hearing.
- [3.24.380](#) Bond may be required.
- [3.24.390](#) Conduct of hearing.
- [3.24.400](#) Remedies when violation has occurred.
- [3.24.410](#) Decision of the Commission.
- [3.24.420](#) Injunctive relief.

Subchapter 10. Appeal

- [3.24.430](#) Appeal.
- [3.24.440](#) Notice of appeal.
- [3.24.450](#) Automatic stay.
- [3.24.460](#) Reversal or modification of Commission's order.
- [3.24.470](#) Order affirmed or no appeal taken.

Subchapter 11. Enforcement

- [3.24.480](#) Emergency relief.
- [3.24.490](#) Enforcement of order.
- [3.24.500](#) Petition for confiscation.

- [3.24.510](#) Notice of confiscation.
- [3.24.520](#) Sale of confiscated property.

Subchapter 12. Fair Labor Standards Act

- [3.24.530](#) Fair Labor Standards Act incorporated herein.
- [3.24.540](#) Enforcement.
- [3.24.550](#) Purpose of subchapter.
- [3.24.560](#) Credit for penalties paid to federal government.

Subchapter 13. Police Authorization

- [3.24.570](#) Police authorization.
- [3.24.580](#) Police not civilly liable.

Subchapter 14. Miscellaneous

- [3.24.590](#) Severability.
- [3.24.600](#) Repeal of prior acts.
- [3.24.610](#) Effective date.

Subchapter 1. Policy

3.24.010 Declaration of policy.

As a guide to the interpretation and application of this chapter, the public policy of the Puyallup Tribe of Indians is declared to be as follows:

The right to tax business activities on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries is an important resource of the Puyallup Indian Nation.

Federal legislation enables the Puyallup Tribal Council to pass laws to implement and enforce this right for the welfare of the members of the Puyallup Tribe of Indians and other Indians.

Puyallup Tribal members and other Indians are entitled to the protection of the unique and special employment rights enacted by the federal government. Tribal government can and should participate in the enforcement of those laws. The Puyallup Tribe believes it important to establish an employment rights program and office to use these laws to increase employment of Puyallup Tribal members and other Indian workers and to eradicate discrimination against all Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.110]

3.24.015 Exemption.

Marine View Ventures, Inc., its agents, contractors, lessees and assigns shall be exempted from application of this chapter for leases, activities and operations occurring on the Tribal lands managed by

MVV where the rents and other development costs for any such project equal or exceed \$50,000,000.
[Res. 240108D (01/24/08)]

Subchapter 2. Definitions

3.24.020 Definitions generally.

Words of this chapter shall have the meaning given them in this section unless the context clearly indicates another meaning. If the meaning of a word is not clear, it shall be construed in harmony with the purposes of this title.

- (a) "Commission" means the Puyallup Tribal Employment Rights Commission established by this chapter.
- (b) "Covered employer" means any employer hiring two or more employees who during any 20-day period perform 16 or more hours working within the exterior boundaries of the Puyallup Reservation on Tribally owned trust lands.
- (c) "Director" means the Director of the Puyallup Tribal Employment Rights Office.
- (d) "Employee" means any person employed for remuneration.
- (e) "Employer" means any person or entity that hires two or more employees.
- (f) "Entity" means any person, partnership, corporation, joint venture, association, government, governmental enterprise or any other natural or artificial person. The term "entity" is intended to be as broad and encompassing as possible to ensure the coverage of this chapter over all employment and contract activities within the Tribe's jurisdiction and the term shall be so interpreted by the Commission and Courts.
- (g) "Government commercial enterprise" means any activity by the Puyallup Tribe or other governments, local, state, or federal, that is not a traditional function of government as defined by the United States Internal Revenue Service.
- (h) "Indian" means any member of a federally recognized tribe.
- (i) "Local Indian" means any member of a federally recognized tribe who resides within the exterior boundaries of the Puyallup Indian Reservation.
- (j) "TERO" means the Puyallup Tribal Employment Rights Office. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.200]

Subchapter 3. Indian Preference

3.24.030 Indian preference in employment.

All covered employers, for all employment on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries, shall give preference to qualified Indians, with the first preference to local Indians, in all hiring, promotion, training, lay-offs, and all other aspects of employment. Such employers shall comply with the rules, regulations, guidelines and orders of the Puyallup Tribal Employment Rights Commission which sets forth the specific obligations of employers in regard to Indian preference and local Indian preference. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.310]

3.24.040 Application of Indian preference requirements.

These requirements shall not apply to any direct employment by the Puyallup Indian Tribe, the federal, state, or other governments or their subdivisions. It shall apply to all the contractors or grantees of such governments and to all commercial enterprises operated by such governments. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.320]

3.24.050 Indian preference in contracting.

All entities awarding contracts or subcontracts for supplies, services, labor, or materials in the amount of \$20,000 or more where the majority of the work on the contract or subcontract will occur on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries shall give preference in contracting and subcontracting to qualified entities that are certified by the Commission as 51 percent or more Indian-owned and controlled, with a first preference to qualified entities that are 51 percent or more owned and controlled by local Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.330]

3.24.060 Application of Indian preference in contracting.

These requirements shall not apply to the award of contracts awarded directly by the Tribal Council of the Puyallup Tribe of Indians, by the federal or state government or their subdivisions. These requirements shall apply to any contract awarded by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians for approval. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.340]

3.24.070 Tribal programs or divisions.

Tribal programs or divisions other than commercial enterprises shall not be required to comply with this chapter but shall, when submitting a contract to the Tribal Council for approval, indicate as part of the submission to the Council the steps taken to award the contract to a local Indian contractor. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.350]

3.24.080 Subcontracts included.

This chapter shall apply to all subcontracts awarded by a Tribal, federal, or state direct contractor or grantee, whether or not the prime contract was subject to this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.360]

3.24.090 All covered entities to comply.

All covered entities shall comply with the rules, regulations, guidelines and orders of the Commission which set forth the specific obligations of such entities in regard to Indian preference in contracting and subcontracting. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.370]

3.24.100 System for certifying firms for Indian preference.

The Commission shall establish a system for certifying firms as Indian preference and local Indian preference eligible. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.380]

3.24.110 Unions.

Any covered employer who has a collective bargaining agreement with one or more unions shall obtain written agreement from such union(s) stating that the union shall comply with Indian preference laws, and with the rules, regulations and guidelines of the Puyallup Tribe of Indians. Such agreement shall be subject to the approval of the Director of the TERO. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.390]

Subchapter 4. Tribal Employment Rights Commission

3.24.120 Tribal Employment Rights Commission.

There is created a Puyallup Tribal Employment Rights Commission. The Commission shall be composed in the following manner: The Puyallup Tribal Council shall select from its general membership seven Tribal members to serve on the TERO Commission.

These Commissioners shall be entitled to reimbursement for services in the form of Committee stipends. Members shall serve until replaced. When a vacancy occurs, the remaining Commissioners may exercise all of the powers of the Commission until a vacancy is filled. [Res. 061195B (11/06/95); Res. 011292b (12/01/92); Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.410]

3.24.130 Quorum.

A majority of the Commission shall constitute a quorum to transact business. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.420]

3.24.140 Recusal of Commission members.

No member of the Commission shall participate in any action or decision by the Commission directly involving himself or herself, or a member of his or her immediate family, or any person, business or other entity of which he or she or a member of his or her immediate family is an employee, or in which he or she or a member of his or her immediate family has a substantial ownership interest, or with which he or she or a member of his or her immediate family has a substantial contractual relationship. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.430]

3.24.150 Definition of immediate family.

For the purposes of this subchapter, "immediate family" means, including by adoption, brother, sister, son, daughter, mother, father, husband, wife, step-brother, step-sister, half-brother, and half-sister. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.440]

3.24.160 Commissioner participation.

Nothing in this subchapter shall preclude a Commissioner from participating in any action or decision by the Commission which:

- (a) Generally affects a class of persons, regardless of whether the Commissioner or a member of his or her immediate family is a member of that class;
- (b) Affects the Puyallup Tribe of Indians or a Tribal enterprise, regardless of whether the Commissioner is a member of the Tribe. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.450]

3.24.170 Voluntary recusal.

A Commissioner may voluntarily recuse himself or herself and decline to participate in any action or decision by the Commission when the Commissioner, in his or her discretion, believes:

- (a) That he or she cannot act fairly or without bias; or
- (b) That there would be an appearance that he or she could not act fairly or without bias. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.460]

Subchapter 5. Powers of the Commission**3.24.180 Powers of the Commission.**

The Commission shall have full power, jurisdiction, and authority to:

- (a) Formulate, adopt, amend and rescind rules, regulations and guidelines necessary to carry out the provisions and intent of this chapter. Unless there are exigent circumstances, the Commission shall provide Tribal members a reasonable time for comment before promulgating any regulation.
- (b) Require each covered employer or entity to submit to the Commission an acceptable compliance plan indicating how it will comply with this chapter. Such compliance plans shall be submitted before a covered employer or entity may commence work on trust lands within the exterior boundaries of the Puyallup Indian Reservation.
- (c) Impose numerical hiring goals and timetables that specify the minimum number of Indians a covered employer or entity must hire, by craft or skill level.
- (d) Require covered employers to establish or participate in such training programs as the Commission determines necessary in order to increase the pool of qualified Indians on the Puyallup Indian Reservation as quickly as possible.
- (e) Establish in conjunction with Tribal employment and training programs a Tribal hiring hall or skills bank and impose a requirement that no covered employer may hire a non-Indian until

the Tribal hiring hall or bank has certified that no qualified Indian is available to fill the vacancy, with a first preference in referral to local Indians.

- (f) Prohibit covered employers from using qualification criteria or other requirements that serve as barriers to Indian employment unless the employer can demonstrate that such criteria or requirements are required by business necessity. In developing regulations to implement this subsection, the Commission shall adopt the EEOC guidelines to the extent they are appropriate. The Commission shall have the right to impose its own requirements in addition to or in lieu of EEOC guidelines when necessary to address unique qualification problems confronting Indians.
- (g) To enter into agreements with unions to ensure union compliance with this chapter. Such agreements shall in no way constitute recognition or endorsement of any union.
- (h) Impose contract and subcontract preference requirements, with a first preference to local Indian firms as eligible for Indian preference and local Indian preference.
- (i) Conduct hearings in accordance with such rules of practice and procedure as may be adopted by the Commission, and to order any relief or sanctions provided by this chapter, and to petition the Tribal Court for orders as are necessary and appropriate to enforce decisions of the Commission or Director and any sanctions imposed by them.
- (j) The Commission shall delegate to the Director the authority to carry out the day-to-day operations of the Commission and such other authority as is convenient or necessary to the efficient administration of this chapter, except that the Commission shall not delegate its authority to adopt, amend or rescind rules, regulations or guidelines or to conduct hearings or to impose sanctions.
- (k) The Commission acting through the Director is authorized to enter into cooperative relationships with federal employment rights agencies, such as EEOC and OFCCP, in order to eliminate discrimination against Indians on and off the Puyallup Indian Reservation and to enter into cooperative relationships with federal agencies, such as the BIA or IHS, in order to implement any federal Indian preference employment or contracting requirements, as such agency may lawfully delegate to the Puyallup Tribe. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.510]

Subchapter 6. TERO Director

3.24.190 TERO Director.

The Commission shall have exclusive authority to appoint, direct, suspend or remove the Director. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.610]

3.24.200 Authority of Director.

The Director shall have authority to hire staff, to expend funds appropriated by the Tribal Council, and to obtain and expend funding from federal, state or other sources to carry out the purposes of this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.620]

3.24.210 Duties of the Director.

The Director shall administer the policies, authorities and duties prescribed for him in this chapter and delegated to him by the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.630]

Subchapter 7. Employment Rights Fee

3.24.220 Employment rights fee.

An employment rights fee to raise revenue for Tribal operations and the operation of the Commission is imposed as follows:

- (a) Every covered employer or entity with a construction contract in the sum of \$20,000 or more shall pay a fee of two and one-half percent of the total amount of the contract. Such fee shall be paid by the employer or entity prior to commencing work within the jurisdiction of the Puyallup Tribe. Where good cause is shown, the Director may authorize a construction contractor to pay the fee in installments over the course of the contract.
- (b) Every covered employer or entity other than construction contractors working within the jurisdiction of the Puyallup Tribe, or with gross sales within the jurisdiction of the Puyallup Tribe of more than \$20,000, shall pay a quarterly fee of two and one-half percent of his employees' quarterly payroll which shall be paid within 30 days of the end of the quarter. This fee shall not apply to education, health, governmental, or nonprofit employers. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.710]

3.24.230 Fee collected by Tribal Accounting Office.

The fee shall be collected by the Tribal Accounting Office. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.720]

Subchapter 8. Complaints and Their Investigation

3.24.240 Complaints.

Any individual, group of individuals or organization that believes any covered employer or entity, the Director or the Commission has violated any requirements imposed by this chapter or regulations issued pursuant to it may file a complaint with the Director. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.810]

3.24.250 Contents of complaint.

The complaint shall be in writing and shall contain such information as is necessary to enable the Director to carry out an investigation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.820]

3.24.260 Investigation timeline.

The Director shall complete the investigation within 30 days of the date on which a complaint is filed unless an extension has been granted by the Commission. Such extension shall not exceed 30 days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.830]

3.24.270 Duties of the Director.

The Director shall complete the investigation within 30 days of the date on which a complaint is filed unless an extension has been granted by the Commission. Such extension shall not exceed 30 days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.840]

3.24.280 Investigations.

On his own initiative or pursuant to a complaint, the Director or his agent shall make such public or private investigation within the jurisdiction of the Puyallup Tribe of Indians as he or the Commission deems necessary to determine whether any covered employer or entity has violated any provision of this chapter or rule or order hereunder, or to aid in prescribing rules, regulations and guidelines hereunder. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.850]

3.24.290 Authority to enter.

The Director or his agent may enter during business hours the place of business or employment of any employer for the purpose of such investigations. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.860]

3.24.300 Trade secrets or confidential information.

When requesting any reports or other information from a covered employer, the Director shall request that the covered employer identify all material which contains trade secrets or privileged or confidential commercial, financial or employment information. Any material so identified shall be kept confidential by the Director or other interested party, the Commission determines that the material does not contain confidential information, the release of which would cause unnecessary or excessive business or financial injury or would invade individual privacy. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.870]

3.24.310 Restriction of access to certain information.

Any state or federal tax records, trade secrets, or privileged or confidential commercial, financial or employment information subpoenaed pursuant to this chapter or used in a compliance hearing or subsequent appeal to the Tribal Court shall be confidential records of the Commission or the Tribal Court, and shall not be opened to public inspection and the Tribal Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.880]

3.24.320 Investigative powers.

For the purpose of investigations or hearings, which, in the opinion of the Director or the Commission, are necessary and proper for the enforcement of this chapter, a Commissioner, the Director or his agent so designated may administer oaths or affirmations, subpoena witnesses, take evidence, and require, by

subpoena, the production of books, papers, contracts, agreements or other documents, records or information which the Director or the Commission deems relevant or material to the inquiry. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.890]

Subchapter 9. Enforcement

3.24.330 Monitoring compliance.

The Director or his agent may require the covered employer or entity to submit such reports as deemed necessary to monitor compliance with the requirements of this chapter or any rule or order hereunder. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.910]

3.24.340 Notice of violation.

When the Director has grounds to believe a violation of this chapter or the regulations issued pursuant to it has occurred, he shall notify the covered employer or entity in writing, specifying the alleged violations. The director may withhold the name(s) of the complaining party if there is reason to believe that such party will be subject to retaliation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.920]

3.24.350 Informal settlement.

The Director shall seek to achieve an informal settlement of the alleged violation. If he is unable to accomplish this, he shall issue a formal notice of noncompliance, which shall also advise the covered employer or entity of the right to request a hearing. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.930]

3.24.360 Notice of violation to include.

The formal notice shall set out the nature of the alleged violation and the steps that must be taken to come into compliance. It shall provide the employer or entity with a reasonable time, which in no event shall be less than five days from the date of receipt of such notice, to comply, unless the Director has reason to believe irreparable harm will occur during that period, in which case the Director may require compliance to occur within five days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.940]

3.24.370 Request for hearing.

The party may request a hearing before the Commission which shall be held no sooner than five days and no later than 30 days after the date for compliance set forth in the Director's notification to the party charged of a violation, unless an expedited hearing is deemed necessary by the Commission to avoid irreparable harm. If a party fails or refuses to comply and does not request a hearing, the Commission may proceed pursuant to PTC [3.24.400](#). [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.950]

3.24.380 Bond may be required.

If the party requests a hearing and the Director has good cause to believe that there is a danger that the party remove itself or its property for the jurisdiction of the Tribe prior to the hearing, he may, in his

discretion, require the party to post a bond with the Commission in an amount sufficient to cover possible monetary damages that may be assessed against the party at the hearing. If the party fails or refuses to post said bond, the Commission may also petition the Puyallup Tribal Court for such interim and injunctive relief as is appropriate to protect the rights of the Commission and other parties during the pendency of the complaint and hearing proceedings. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.960]

3.24.390 Conduct of hearing.

All hearings held pursuant to PTC [3.24.370](#) shall be conducted by the Commission. The Commission may consider any evidence which it deems relevant and the conduct of the hearing shall be governed by the rules of practice and procedure which may be adopted by the Commission. The Commission shall not be bound by technical rules of evidence in the conduct of hearings under this chapter and no informality in any proceeding, as in the manner of taking testimony, shall invalidate any order, decision, rule or regulation made, approved or confirmed by the decision, rule or regulation made, approved or confirmed by the Commission. No stenographic record of the proceedings and testimony shall be required except upon arrangement by and at the cost of the party charged. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.970]

3.24.400 Remedies when violation has occurred.

If, after the hearing, the Commission determines that a violation occurred and that the party charged has no adequate defense in law or fact, or if no hearing is requested, the Commission may:

- (a) Deny such party the right to do business on the Puyallup Indian Reservation;
- (b) Suspend such party's operation within the Puyallup Indian Reservation;
- (c) Terminate such party's operation within the Puyallup Indian Reservation;
- (d) Deny the right of such party to conduct any further business within the Puyallup Indian Reservation;
- (e) Impose a civil fine on such party in an amount not to exceed \$500.00 per day for each violation;
- (f) Order such party to make payment of back pay to any aggrieved Indian;
- (g) Order such party to dismiss any employees hired in violation of the Puyallup Tribe's employment rights requirements;
- (h) Order the party to take such other action as is necessary to ensure compliance with this chapter or to remedy any harm caused by a violation of this chapter, consistent with the requirements of [25 U.S.C. 1301](#) et seq. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.980]

3.24.410 Decision of the Commission.

The Commission's decision shall be in writing and shall be served on the charged party by registered mail or in person no later than 30 days after the close of the hearing. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.990]

3.24.420 Injunctive relief.

Where the party's failure to comply immediately with the Commission's order may cause irreparable harm, the Commission may move the Tribal Court for, and the Tribal Court shall grant, such injunctive relief as necessary to preserve the rights of the beneficiaries of this chapter, pending the party's appeal or expiration of the time for appeal. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.995]

Subchapter 10. Appeal

3.24.430 Appeal.

An appeal to the Tribal Court may be taken from any final order of the Commission by any party adversely affected thereby. The appeal shall be filed with the Court no later than 30 days after a final order is entered. The Tribal Court shall affirm the decision of the Commission unless it is determined that the final order or decision is arbitrary, capricious or in excess of the authority of the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1010]

3.24.440 Notice of appeal.

The appeal shall be taken by serving a written notice of appeal with the Tribal Court, with a copy to the Director within 30 days after the date of the entry of the order. The notice of appeal shall:

- (a) Set forth the order from which the appeal is taken;
- (b) Specify the grounds upon which reversal or modification of the order is sought;
- (c) Be signed by the appellant. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1020]

3.24.450 Automatic stay.

Except as otherwise provided herein, the order of the Commission shall be automatically stayed pending the determination of the Tribal Court. The Director, however, may petition and the Court, for good cause shown, may order the party requesting the hearing to post a bond sufficient to cover monetary damages that the Commission assessed against the party or to assure the party's compliance with other sanctions or remedial actions imposed by the Commission's order if that order is upheld by the Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1030]

3.24.460 Reversal or modification of Commission's order.

If the order of the Commission is reversed or modified, the Court shall specifically direct the Commission regarding further action in the matter, including making and entering any order or orders in connection therewith, and the limitations or conditions to be contained therein. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1040]

3.24.470 Order affirmed or no appeal taken.

If the Commission's order is affirmed on appeal, or if no appeal is sought within 30 days from the date of the Commission's order, the Commission shall petition the Court and the Court shall grant such orders as are necessary to enforce and appropriate to enforce the orders of the Commission and the sanctions imposed by it. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1050]

Subchapter 11. Enforcement**3.24.480 Emergency relief.**

If, at any stage in the enforcement process, the Commission has reason to believe there is a danger that a party will remove itself or its property from the jurisdiction of the Tribal Court, such that the Commission or the Court will not be able to collect monetary damages or TERO fees that are owed by that party pursuant to any outstanding order of the Commission or Court, or which may be owed if the charges set out in any outstanding notice of violations are upheld, the Commission may petition the Tribal Court pursuant to the rules and procedures of that Court to attach and hold sufficient property of the party to secure compliance or for such other relief as is necessary and appropriate to protect the rights of the Commission and other affected parties. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1110]

3.24.490 Enforcement of order.

If, 30 days after a decision by the Commission, no appeal has been filed, or, 30 days after a decision by the Court on an appeal from a decision by the Commission, a party has failed to pay monetary damages imposed on it or otherwise complied with an order of the Commission or the Court, the Commission may petition the Court to order the Tribal Police to confiscate and hold for sale such property of the party as is necessary to ensure payment of said monetary damages or to otherwise achieve compliance. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1120]

3.24.500 Petition for confiscation.

The petition shall be accompanied by a list of property belonging to the party which the Commission has reason to believe is within the jurisdiction of the Tribal Court, the value of which approximates the amount of monetary damages at issue. If the Court finds the petition to be valid, it shall order the Tribal Police to confiscate and hold said property or as much is available. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1130]

3.24.510 Notice of confiscation.

The Tribal Police shall deliver in person or by certified mail a notice to the party informing it of the confiscation and of its right to redeem said property by coming into compliance with the order outstanding against it. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1140]

3.24.520 Sale of confiscated property.

If 30 days after confiscation the party has not come into compliance, the Court shall order the Police to sell said property and use the proceeds to pay any outstanding monetary damages imposed by the

Commission and all costs incurred by the Court and Police in the confiscation and sale. Any proceeds remaining shall be returned to the party. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1150]

Subchapter 12. Fair Labor Standards Act

3.24.530 Fair Labor Standards Act incorporated herein.

The provisions of the Federal Fair Labor Standards Act, as amended now or in the future, regarding minimum wages (including Davis-Bacon minimum wages), overtime, fringe benefits, and time for payment of wages, are adopted by reference in and by this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1210]

3.24.540 Enforcement.

The Commission shall have the authority to monitor and enforce those requirements, pursuant to the monitoring and enforcement authorities provided generally to the Commission by this chapter; provided, that this section shall apply only to those employers who are otherwise covered by the federal law. No employer who is not presently subject to the federal laws or subsequently made subject by amendments or Court decision shall be covered by this section. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1220]

3.24.550 Purpose of subchapter.

The purpose of this subchapter is to give the Commission parallel authority to monitor and enforce the fair labor requirements against those already covered by federal law, not to expand such requirements against those already covered by federal law and not to expand such requirements to employers not already covered. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1230]

3.24.560 Credit for penalties paid to federal government.

In imposing backpay awards, penalties and interest sanctions under this chapter, the Commission shall credit an employer with any backpay, interest, and penalties paid pursuant to an order of settlement entered into with the federal government for the same violation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1240]

Subchapter 13. Police Authorization

3.24.570 Police authorization.

The Puyallup Tribal Police are expressly authorized and directed to enforce such cease and desist or related orders as may from time to time be properly issued by the Commission and the Director. Such orders do not require a judicial decree or order to render them enforceable. A removal order, however, shall not be enforced unless it is accompanied by a judicial decree of the Tribal Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1310]

3.24.580 Police not civilly liable.

The Police shall not be civilly liable for enforcing orders signed by the Director and the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1320]

Subchapter 14. Miscellaneous

3.24.590 Severability.

If any provision of this chapter or the application of it to any person, entity or circumstance is held invalid, this chapter shall be given effect without the invalid provision or application and, to this end, the provisions, sections, and subsections herein are declared to be severable. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1410]

3.24.600 Repeal of prior acts.

All provisions of any Tribal ordinance, resolution or regulation previously enacted or adopted by the Puyallup Tribe of Indians and its Tribal Council which are inconsistent with this chapter are hereby repealed. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1420]

3.24.610 Effective date.

This chapter shall become effective on the twelfth day of July, 1991. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1430]

PART H

**TRIBAL EMPLOYMENT RIGHTS
INDIAN PREFERENCE REGULATIONS**

Chapter 3.24R

TRIBAL EMPLOYMENT RIGHTS – INDIAN PREFERENCE REGULATIONS

Sections:

Subchapter 1. General Provisions

- [3.24R.010](#) Purpose.
- [3.24R.020](#) Dissemination.
- [3.24R.030](#) Definitions.
- [3.24R.040](#) Coverage.
- [3.24R.050](#) Submission of compliance plans.

Subchapter 2. Indian Preference in Employment and Training

- [3.24R.060](#) Hiring.
- [3.24R.070](#) Training.
- [3.24R.080](#) Job qualification or personnel requirements.
- [3.24R.090](#) Religious accommodations.
- [3.24R.100](#) Promotion.
- [3.24R.110](#) Summer students.
- [3.24R.120](#) Retaliation.
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Subchapter 3. Indian Preference in Contracting and Subcontracting

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Subchapter 1. General Provisions

3.24R.010 Purpose.

The following regulations are issued pursuant to the authority granted to the Puyallup Tribe of Indians Employment Rights Office (hereinafter “TERO”) by the Puyallup Tribe of Indians Employment Rights Code (Chapter [3.24](#) PTC), which requires the preferential employment of Indians and Indian-owned firms by all contract-awarding entities and employers operating on lands held in trust for Indians or the Puyallup Indian Tribe within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned trust lands located elsewhere. [Res. 061293 (12/06/93) § 1.1]

3.24R.020 Dissemination.

The obligation of all employers to comply with Tribal employment rights requirements shall be made known to all existing and future employers. All bid announcements issued by any Tribal, federal, state or other private or public entity shall contain a statement that the successful bidder shall comply with these regulations and that a bidder may contact the TERO to obtain additional information. Those Tribal and other offices responsible for issuing business permits for the Reservation or otherwise engaged in activities involving contact with prospective employers on the Reservation shall be responsible for informing such prospective employers of these regulations. [Res. 061293 (12/06/93) § 1.2]

3.24R.030 Definitions.

- (a) “Commercial enterprise” means any activity by the Puyallup Tribe of Indians of the federal or state governments that is not a traditional government function as defined by the Internal Revenue Service.

- (b) "Covered employer" means any employer employing two or more employees who, during any 20-day period, work, cumulatively, 16 or more hours work on trust lands within the exterior boundaries of the Puyallup Indian Reservation.
- (c) "Employee" means any person employed for remuneration.
- (d) "Employer" means any person, partnership, corporation or other entity that employs, for remuneration, two or more employees.
- (e) "Entity" means any person, partnership, corporation, enterprise, or other natural or artificial person or organization. The term "entity" shall be defined to ensure coverage of all employment and contract activities within the Tribe's jurisdiction.
- (f) "Indian" means any member of a federally recognized Tribe.
- (g) "Local Indian" means a member of a federally recognized Tribe who has resided on or near the Puyallup Indian Reservation for a period of not less than 60 days before the start of the project at issue.
- (h) "Near the Reservation" means a location which is within a reasonable daily commuting distance of the job site at issue.
- (i) "Nonlocal Indian" means a member of a federally recognized tribe who does not live on or near the Puyallup Indian Reservation.
- (j) "Trust land(s)" means land held in trust by the United States government for the use and benefit of Indians or an Indian tribe. [Res. 061293 (12/06/93) § 1.3]

3.24R.040 Coverage.

- (a) Employment. These regulations shall apply to all covered employers. They shall not apply to employees of the Puyallup Indian Tribe, the federal government, the Washington State government, or the subdivisions of such government. These regulations shall apply to all contractors or grantees of such governments and to all commercial enterprises operated by such governments.
- (b) Contracting and Subcontracting. Contracts directly awarded by the Puyallup Tribal Council or the federal government are not subject to these regulations.

The contract and subcontract preference requirements of these regulations shall apply to an entity awarding one or more contracts and/or subcontract(s) for supplies, services, labor or materials in a total amount which exceeds \$20,000; provided, the majority of the work or the majority of the supplies or materials shall be expended on trust lands.

The subcontracts awarded by entities which have received contracts from the Tribe or federal government are subject to these regulations.

A contract awarded by a commercial enterprise of the Puyallup Indian Tribe is also subject to these regulations.

- (c) Employment Rights Fee. An employment rights fee of two and one-half percent of the contract amount shall be assessed against any covered employers. [Res. 061293 (12/06/93) § 1.4]

3.24R.050 Submission of compliance plans.

Each entity, contractor, or subcontractor, intending to engage in business activity on or near the Reservation, prior to the time it commences work on or near the Reservation, shall submit a contracting training plan to the TERO. No new employer or entity shall commence work on or near the Reservation until it has met with the TERO and developed an acceptable plan for implementing its obligations under these regulations.

- (a) Employment and Training Plan. The employment and training plan shall show the number of man-hours, by craft and skill category, anticipated to complete the contract or project. The employer shall identify those persons to be approved as permanent and key employees (see PTC 3.24R.060(b)) and shall provide sufficient data to verify the status of those employees.

The plan shall also describe how the employer intends to participate in the Tribe's training programs.

- (b) Contracting and Subcontracting Plan. The contracting and subcontracting plan shall indicate all contracts and subcontracts that will be entered into by an entity and the projected dollar amounts thereof.

If the entity has awarded a firm contract or subcontract work, it shall list the name of that firm and indicate whether it is a firm certified by the TERO as Indian preference-eligible. If the firm has not been certified, the entity shall further indicate why a technically qualified certified firm registered with the TERO, if any, was not selected. The plan shall also indicate how the entity intends to comply with Subchapter 3 of these regulations when awarding all contracts and subcontracts not yet awarded at the time the plan is submitted. [Res. 061293 (12/06/93) § 1.5]

Subchapter 2. Indian Preference in Employment and Training

3.24R.060 Hiring.

- (a) Tribal Hiring Hall. An employer may recruit and hire workers from whatever sources available and by whatever process chosen; provided, that (except as provided in subsection (b) of this section) the employer may not employ a nonlocal Indian or a non-Indian until the TERO is given 48 hours notice to locate and refer a qualified local Indian. In those instances where a

worker is needed in less than 48 hours, the employer may request this requirement be waived. Such waiver shall be granted, provided the employer can demonstrate that a need exists.

When an employer or the TERO cannot locate a qualified local Indian, a best faith effort shall be made to locate, refer and hire an Indian who does not qualify as a local Indian but who is a member of a federally recognized tribe; provided, that where not prohibited by federal law, first preference shall be given to members of the Puyallup Tribe, then if no qualified Puyallup Tribal members are available, second preference will be given to other Indians.

- (b) Permanent and Key Employees. Prior to commencing work on or near the Puyallup Indian Reservation, a prospective employer and all subcontractors shall identify key and permanent employees. Such employees may be employed on the project whether or not they are local Indians. A "permanent employee" is defined as one who remains on the employer's or subcontractor's annual payroll, or is an owner of the firm. A "key employee" means a top supervisory employee or an employee who performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. The fact that an employee had worked for the employer on previous projects shall not qualify that employee as a key or permanent employee.

Exceptions for regular employees may be granted by the TERO Director on a case-by-case basis. Any employer or subcontractor filling a vacant position in its organization immediately prior to undertaking work pursuant to the contract to be performed on trust lands shall provide satisfactory evidence to the TERO Director that such hiring was not intended to circumvent these regulations.

Upon approval by the TERO of each key employee or permanent employee requested by the employer, the TERO shall issue a permit to that employee.

(c) Work Permits.

- (1) No person who is not a Puyallup Tribal member or a local Indian shall be employed by a covered employer until he or she has obtained a work permit from the TERO.

- (2) Work permits shall be granted under the following circumstances:

- (A) To all key and permanent employees listed in the employer's preference plan who are certified by the TERO Director as meeting the criteria for key and permanent employees.
- (B) To nonlocal Indians or non-Indians hired after the employer has asked the TERO to locate and refer a qualified Tribal member or local Indian and the TERO has been unable to do so within the time provided by these regulations. When the TERO has been unable to locate and refer a local Indian within the time provided, the

employer shall request, and the TERO shall issue, a work permit for the nonlocal Indian or non-Indian hired for the position at issue.

- (C) To a person employed by a covered employer, when the person is employed on or near the Reservation, in a permanent position and he or she began his or her employment before the effective date of the TERO Ordinance (Chapter [3.24](#) PTC).
- (D) To all owners of covered entities when such owner will be performing work for his or her entity. Prior to commencing work, the person shall demonstrate that he or she is a legitimate owner of the entity and shall request a permit. Upon finding that the person is a legitimate owner, the TERO Director shall issue said person a work permit.
- (E) To such other persons that the Commission determines are entitled to a permit.

(d) Sanctions. Any nonlocal Indian found to be employed by a covered employer who does not have a valid work permit shall be summarily removed from the job and the employer shall be subject to such additional sanctions as the Commission may impose. In imposing sanctions under this section, the Commission shall consider the following factors:

- (1) Was the violation intentional?
- (2) Did the employer act quickly to remove the employee in question?
- (3) Whether the employer had been cited for work permit violations in the past?

(e) Termination. No Tribal member or local Indian worker shall be terminated until all nonlocal Indians or non-Indian workers in the same craft have been terminated. This method of termination shall continue until such time as there are no members of each class who meet the threshold qualifications for the job.

Should an employer lay off by crews, qualified local Indians shall be transferred to crews that will be retained; provided there are nonlocal Indians or non-Indians in the same craft employed on the crews that are to be retained.

(f) Unions. An employer or subcontractor who has a collective bargaining agreement with one or more labor unions shall obtain written agreement from said unions indicating that they will comply with these Indian preference requirements. Specifically, the contractor may make initial job referral requests to the union.

However, if the union does not have a qualified Tribal member or local Indian worker on any of its out-of-work lists, the union shall contact the TERO to identify a qualified local Indian

worker. Should TERO find such a worker, he or she shall be referred through the union hiring hall to the job site.

The union may not refer a nonlocal Indian or non-Indian until TERO has indicated that no qualified local Indian worker is available. Before referring the nonlocal Indian to the job site, the union shall request and the TERO shall issue a work permit for that worker. No Indian worker shall be required to travel to a site off trust lands to be processed by the union hiring hall. Such processing shall be done on trust lands or by telephone or mail.

Any Indian worker who does not wish to become a member of the union shall be granted a temporary work permit for the duration of the project. Said worker shall pay all union dues but shall not be required to pay an initiation fee. [Res. 061293 (12/06/93) § 2.1]

3.24R.070 Training.

Upon the request of the TERO, all employers shall participate in training programs to assist Indians become qualified in the various job classifications used by the employer. Employers engaged in construction shall participate in the Tribe's training programs or a union apprenticeship program. All trainees or apprentices shall be local Indians. If an employer is not participating in a union apprenticeship program, the Tribe shall make a best effort to bear the costs of such training or apprenticeship programs. Employers with collective bargaining agreements with unions may use union apprenticeship programs, provided they obtain agreement from the unions to hire Indian apprentices only on the project. [Res. 061293 (12/06/93) § 2.2]

3.24R.080 Job qualification or personnel requirements.

An employer may not use job qualification criteria or personnel requirements which are not required by business necessity to serve as barriers to the employment of Indians. The burden shall be on the employer to demonstrate that the criterion or personnel requirement is required by business necessity. The employer shall eliminate the criterion or personnel requirement at issue if it is unable to show such business necessity. [Res. 061293 (12/06/93) § 2.3]

3.24R.090 Religious accommodations.

Employers shall make reasonable accommodation to the religious beliefs of Indian workers.

In implementing these requirements, the TERO shall be guided by the principles established by the EEOC Guidelines, particularly [29](#) CFR Parts [1604](#) through [1607](#). However, the TERO shall have the right to go beyond the EEOC principles in order to address employment barriers unique to Indians.

Where the TERO and the employer are unable to reach agreement on matters covered in this section, a hearing shall be held, as provided for in these regulations. The TERO Director shall make a determination on the issues and shall order such actions as he deems necessary to bring the employer into compliance with this section. The employer may appeal the decision of the TERO Director under the procedures provided for in Subchapter 6 of these regulations. [Res. 061293 (12/06/93) § 2.35]

3.24R.100 Promotion.

The employer shall give local Indians preferential consideration for all promotion opportunities and shall encourage local Indians to seek such opportunities; provided, that where not prohibited by federal law, first preference shall be given to members of the Puyallup Tribe, then if no qualified Puyallup Tribal members are available, second preference shall be given to other Indians. [Res. 061293 (12/06/93) § 2.4]

3.24R.110 Summer students.

Local Indians shall be given preference in the hiring of summer student help. [Res. 061293 (12/06/93) § 2.5]

3.24R.120 Retaliation.

No employer shall punish, terminate, harass, or otherwise retaliate against any employee or other person who has exercised his or her rights under the TERO Ordinance (Chapter [3.24](#) PTC) or has assisted another to do so. Further, any employer who harasses or abuses an employee of the TERO carrying out official duties under this chapter shall be summarily removed from trust lands. An employer shall be responsible for the actions of its subcontractors and their employees regarding the prohibitions in this section. [Res. 061293 (12/06/93) § 2.6]

3.24R.130 Counseling and support programs.

The TERO, in conjunction with other Tribal and federal offices, will provide counseling and other support services to Indians employed by covered employers to help such Indians retain employment. Employers shall cooperate with such counseling and support services. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 2.7]

Subchapter 3. Indian Preference in Contracting and Subcontracting**3.24R.140 Entity obligations.**

- (a) Generally. Every entity engaged in business activity on trust lands or within the jurisdiction of the Puyallup Tribe shall give preference to firms certified by the Tribe under Subchapter 4 of these Regulations in any contract or subcontract it awards; provided 50 percent or more of said contract or subcontract is to be performed on trust lands or within the jurisdiction of the Puyallup Tribe; and provided further, that there are qualified certified firms willing to perform the work at a reasonable price, as defined by PTC [3.24R.180](#). If the entity determines that certified firms are not qualified to perform all of the work required under a contract or subcontract, the entity shall apportion the project in such manner that the certified firms can qualify for that portion of the work.
- (b) Order of Preference. The following order of preference shall apply in the award of contracts and subcontracts:

- (1) First preference shall be given to Indian preference certified firms, 51 percent or more of which are owned by Puyallup and other local Indians.

(2) Second preference shall be given to other Indian preference certified firms.

If no Indian preference certified firms are available, Indian/non-Indian joint ventures approved by the TERO shall be given preference over wholly non-Indian-owned firms or joint ventures.

- (c) Notice to TERO and to Certified Firms. Any entity intending to issue a bid, request for proposal, or other action leading to the employment of a contractor covered by the TERO Ordinance (Chapter [3.24](#) PTC) and these regulations shall notify the TERO of its plans not less than 10 days before issuing notice to bidders or other potential contractors. The entity shall also obtain from the TERO a list of Indian preference certified firms and shall send a copy of the bid notice or other notice setting out the contract opportunity to each Indian preference certified firm engaged in the field of commerce in which the contract work will take place. The TERO shall identify such firms according to the order of preference set out in subsection (b) of this section. An entity that fails to comply with this requirement shall be subject to the sanctions set out in Subchapter 9 of the TERO Ordinance (Chapter [3.24](#) PTC).
- (d) Proviso. Provided, that if any requirement of these regulations is inconsistent with the requirements of federal law, the regulation shall take precedence to the latter. (As used in these regulations, the terms “contract” and “subcontract” apply to all contracts, including, but not limited to, contracts for construction, supplies, services, and equipment, regardless of tier.) [Res. 061293 (12/06/93) § 3.1]

3.24R.150 Responsibility for compliance.

Any entity engaged in business activity on trust lands or within the jurisdiction of the Puyallup Tribe of Indians shall be liable for the compliance of its contractors and subcontractors with these regulations. Specifically:

- (a) Construction. An entity awarding a prime construction contract shall give preference in the award of the contract and for ensuring that the prime contractor also gives preference in the selection of subcontractors.

When a prime contract is awarded directly by an agency of the United States government (see subsection (b) of this section), the prime contractor shall be the responsible entity.

When the entity is an Indian housing authority (IHA), it shall not be subject to any monetary sanctions as provided in PTC [3.24R.310](#), and shall be exempt from any requirements of these regulations that are inconsistent with the Department of Housing and Urban Development’s Indian preference regulations.

Given that no prime contractor shall be permitted to commence work on the Reservation until it has demonstrated that it will comply with the subcontract preference requirements, it is in the interest of the funding entity to ensure its low bidder will comply with the subcontract preference requirements prior to the award of the contract. The Tribe shall not be liable for any

losses incurred by the funding entity because it has entered into a contract with a prime contractor which, because of its failure to provide adequate proof that it will fully comply with the subcontract preference requirements of these regulations (e.g., through the submission of an acceptable subcontractor plan; see PTC 3.24R.050(b)), is not permitted to commence work on the Reservation.

- (b) Natural Resource Development (Oil, Gas, Hard Rock Minerals, Timber, Etc.). Whereas the Tribe does not have authority over the United States government and federal agency contracting policies and procedures, these regulations do not apply to the award of direct prime contracts by a federal agency. However, the selected contractor shall be required to comply with all subcontract preference requirements. [Res. 061293 (12/06/93) § 3.2]

3.24R.160 Requirements in contracting.

Preference shall be given to certified firms in the award of all contracts. An entity may select its contractor in any manner procedure it so chooses; provided:

- (a) Competitive Award. If an entity uses competitive bidding or proposals, competition shall be limited to certified firms. If the entity is unsure whether there are any qualified certified firms, it shall publish a prior invitation for certified firms to submit a statement of intent to respond to such a limited advertisement when published and to furnish, with the statement of intent, evidence sufficient to establish their technical qualifications. If the entity fails to receive any statement of intent from a technically qualified certified firm, it may, after notifying the TERO, advertise for bids or proposals to the low bidder. If only one certified firm submits a bid or statement of intent, the entity (unless otherwise prohibited by federal law or regulation) shall enter into negotiations with that firm and shall award the contract to that firm so long as the firm is technically qualified and is willing to perform the work at a reasonable price.
- (b) Negotiated Award. If the entity selects its contractor through negotiations or other informal process, it shall not enter into a contract with a noncertified firm unless it has contacted every certified firm in the relevant field and has determined that there is no certified firm available that is technically qualified to perform the work required at a reasonable price. A firm which is not certified shall not be selected, provided a certified firm meets the minimum threshold qualifications. [Res. 061293 (12/06/93) § 3.3]

3.24R.170 Requirements in subcontracting.

- (a) General Requirements. Preference shall be given in the award of all subcontracts to certified firms. The contractor may select its subcontractor in any manner it so chooses; however:
 - (1) If the contractor uses competitive bidding or proposals, competition shall be limited to certified firms. If the contractor is unsure whether there are any qualified certified firms, it may publish a prior invitation for certified firms to submit a statement of intent to respond to such a limited advertisement when published and to furnish, with the statement of

intent, evidence sufficient to establish their technical qualification. If the contractor fails to receive any statement of intent from a technically qualified firm, it may, after so notifying the TERO, advertise for bids or proposals without limiting competition to certified firms and may award to the low bid. If only one certified firm submits a bid or statement of intent, the contractor shall enter into negotiations with that firm and shall award the contract to it, provided the firm is technically qualified and is willing to perform the work at a reasonable price, as defined in PTC [3.24R.180](#).

- (2) If the contractor selects its subcontractor through negotiations or other informal process, it shall not enter into a contract with a noncertified firm unless it has contacted every certified firm in the relevant field and has determined that there is no certified firm available that is technically qualified to perform the work required at a reasonable price. So long as a certified firm meets the minimum threshold qualifications as defined in PTC [3.24R.180](#), no noncertified firm may be selected.

(b) **Special Requirements.** Entities awarding construction contracts shall comply with the following special requirements in the award of subcontracts:

- (1) The bid notice shall require that each bidder submit, as part of its bid, a subcontract plan showing, for each subcontract it intends to enter, the name of the firm, whether it is certified, if it is not certified why the contractor did not select a certified firm, and the projected subcontract price, as provided for in PTC [3.24R.050\(b\)](#). (Since, pursuant to that section, a contractor will not be permitted to commence work on the Reservation unless it has an approved subcontracting plan, it is in the contract-awarding entity's self-interest to declare as nonresponsive or nonresponsible any bidder who fails to submit a satisfactory plan.) The subcontract price information for each bidder shall be provided to the TERO and shall be used to ensure that a contractor has not engaged in bid shopping as a means to discourage certified firms or to force them to accept a subcontract at an unreasonably low price.
- (2) It shall be illegal for any contractor or bidder to engage in bid shopping. "Bid shopping" is defined as any practice involving or comparable to the contracting of different subcontracting firms, informing them that a competitor has underbid them, but offering them an opportunity to underbid the competitor. Any contractor found to have engaged in bid shopping shall be prohibited from engaging in work on trust lands or within the jurisdiction of the Puyallup Tribe of Indians; if engaged in work, shall be liable for treble damages for any losses suffered by a certified firm as a result of the contractor's bid shopping practices. The TERO shall have the right to require any contractor to demonstrate that a reasonable relationship exists between the dollar amount of a proposed subcontract and the reasonable costs of supplies, materials and labor.

(3) The contractor shall not be prohibited from requiring that a subcontractor provide some form of security. However, if a subcontractor bonding requirement has been imposed and an Indian firm is unable to obtain a bond, the prime contractor shall permit the Indian subcontractor to provide another adequate form of security. A list of acceptable bonding alternatives follows:

- (A) No bond required on amounts of less than \$25,000;
- (B) Surety bonds;
- (C) Cash bonds – to 25 percent – held in escrow by Tribal Attorney or bank;
- (D) Increased retainers – 25 percent instead of normal;
- (E) Letter of credit – 100 percent;
- (F) Letter of credit – 10 percent – with cash monitoring system;
- (G) Cash monitoring system;
- (H) Other options to be considered as they arise.

The final decision on whether an alternative form of security is sufficient shall rest with the TERO.

(4) If no certified firm available is qualified to perform a particular subcontract because the subcontract is too large for the capacity of any one certified firm, the contractor shall make a good faith effort to divide that subcontract into smaller pieces so that several certified firms may qualify and perform the work.

(c) Technical Assistance to Indian Subcontractors. The prime contractor shall develop, submit and implement a plan for assisting Indian subcontractors to develop and improve their technical and managerial capabilities. [Res. 061293 (12/06/93) § 3.4]

3.24R.180 Responsibility for evaluating technical qualifications and reasonable price.

(a) Technical Qualifications. The entity and its contractors and subcontractors shall have the discretion to determine technical qualifications. Should the entity determine that there are no technically qualified certified firms available it shall provide to each certified firm it rejects a description, in writing, of areas in which it believes the firm is weak and steps it should take to upgrade its qualifications.

If a certified firm that is disqualified because of insufficient technical qualifications believes that the disqualification was an improper effort by an entity, contractor, or subcontractor to circumvent its preference responsibilities under these regulations, it may file a complaint with

the TERO. The complaint shall be filed within 20 days after the firm received notice of nonqualification. The burden shall be on the complaining firm to demonstrate that it is qualified and its disqualification was the result of an effort to circumvent these regulations. If after a hearing, as provided for in PTC [3.24R.300](#), the complaint is found to be valid, the TERO Director shall impose such sanctions as he deems appropriate, including punitive damages.

- (b) **Reasonable Price.** An entity may use any process it so chooses for determining what constitutes a reasonable price including, but not limited to, competitive bidding (open or closed), private negotiations, or the establishment of prototype cost ceiling before bidding or negotiations commence.

Before an entity may reject all certified firms on the basis of price, it must offer one or more of the certified firms an opportunity to negotiate price. If there is only one technically qualified certified firm, an entity shall enter into negotiations on price with that firm and must contract with that firm if a reasonable price can be negotiated. No entity may reject a certified firm on the grounds that the price is not reasonable and subsequently contract with a noncertified firm at the same or higher price. Any contract modification executed between an entity and a noncertified firm during the course of a project which results in a higher price to that firm will be subject to review by the TERO to assure that the modification in price is justified and not a circumvention of this section. Any entity found to have violated this regulation by such circumvention shall be liable for treble damages for any loss suffered by a certified firm as a result of the entity's action. [Res. 061293 (12/06/93) § 3.5]

3.24R.190 Operation of the contract or subcontractor.

Once an entity enters into a contract with a certified firm, the TERO shall not intervene in the relationship between the parties unless a certified firm demonstrates that action taken against it is intended primarily to circumvent the requirements of these regulations. [Res. 061293 (12/06/93) § 3.6]

3.24R.200 Brokering and fronts.

No Indian firm shall represent that it is exercising management control of a project in order to qualify for Indian preference in the award of said contract or subcontract when in fact such management control is exercised by a non-Indian entity such that the Indian entity is acting as a front or brokering out services. [Res. 061293 (12/06/93) § 3.7]

Subchapter 4. Criteria and Procedures for Certifying Firms as Indian Preference Eligible

3.24R.210 General statement of policy.

Pursuant to its sovereign authority, the Puyallup Tribe of Indians of the Puyallup Indian Reservation has imposed Indian contract preference requirements as a tool for promoting the economic development of the Reservation. Indian preference in contracting can assist in the development of Indian businesses and thereby assist the Tribe and its members to achieve economic self-sufficiency.

If the preference tool is abused, however, it will undermine development and discredit the process. Therefore, it is the policy of the Tribe to require that an applicant for Indian contract preference certification provide substantial evidence that it is a legitimate Indian-owned and controlled firm.

Specific criteria shall apply in the evaluation of an applicant. See PTC [3.24R.220](#). Experience has shown that persons interested in abusing the Indian preference program are able to structure firms to get around most specific criteria. Therefore, in addition to applying the specific criteria, the reviewing body for the Tribe shall evaluate a firm under the following general criteria:

- (a) Applying sound management principles, whether the firm would be structured as it is, and whether the Indian owners would have been given the amount of ownership and control they have, if there were no Indian preference program in existence. If the reviewing body determines that there is good reason to believe that the firm has been structured (managerially or financially) in a manner that is convoluted or inconsistent with sound business practices in order to enable the firm to qualify for Indian preference certification, the firm shall be denied certification, even if it meets the specific criteria, unless the firm is able to demonstrate beyond a reasonable doubt that it was not structured to manipulate the Indian preference criteria.
- (b) The specific criteria also require that the ownership, control and management of a firm make sense from a sound business perspective. The Indian owners must own and control at least 51 percent of the firm. A primary consideration is what the Indian owner(s) brought to the firm as justification for a share of the business, were Indian preference not a factor. For example, assume the Indian owner paid for his share through a promissory note to the non-Indian owners. In the ordinary course of business, such a transaction would not occur unless the new owners brought something of value, such as managerial or technical expertise, capital, equipment, or marketing opportunities. The ability to qualify for Indian preference is not considered such a marketing opportunity. Such an arrangement would be cause to deny Indian preference certification unless a sound business reason for the arrangement exists. Where an Indian can demonstrate that he or she was unable to provide good value for his or her 51 percent share because the usual sources of capital were closed off to him or her because he or she was an Indian, that person shall be required to demonstrate that he or she extended his or her capital raising ability as far as possible – such that he or she is “at risk” in a significant way – e.g., mortgaged a house or vehicle.

The Indian owner(s) must be directly involved in the firm’s management. While it is not required that an Indian owner be the chief operating officer of the firm, at least one of the Indian owners must be involved in the day-to-day operations of the firm on a full-time basis and in a senior level position. The Indian person in this position shall have the experience or expertise in the area of business the firm is engaged in (or in management generally) to make the senior level role a legitimate one. The Indian owner(s) must also have sufficient knowledge about the firm to be accountable for the firm’s activities.

Certification shall not be granted to a firm whose Indian owners are not involved in the manner described above. There is virtually no benefit to the Indian community from such passive ownership, other than profits to the owners. It could take several years for a firm to show a profit, if one in fact materializes. Yet during that time the non-Indian managers can benefit at the expense of the Indian community. The limited benefits to the Indian owner(s) do not justify this risk. One of two exceptions to this rule is that certification will be granted to 100 percent Indian-owned firms where the manager of the business is a non-Indian spouse of an Indian and the family lives on or near the Reservation. No effort will be made to distinguish between the value contributed by a non-Indian spouse versus the Indian spouse. The family's contribution will be treated as an undivided unit. The second exception is for a more "public corporation," defined as one that is owned by 10 or more persons, 70 percent of which is Indian-owned and the chief executive officer is an Indian.

- (1) Joint Ventures. Joint ventures shall not be granted certification as Indian preference firms. However, an Indian/non-Indian joint venture will be given preference over non-Indian firms, if there are no certified Indian preference unitary firms available.

Such rigorous criteria, giving substantial discretion to the reviewing body, are necessary and appropriate for the Indian contract preference program. Neither the Tribe nor the Indian community benefits from the establishment of "bogus" Indian firms, while the certification of such firms undercuts the credibility of the Tribe's Indian preference program. An Indian firm or individual that is unable, on its own, to qualify as the prime contractor on a large project has other options open to it besides participating in the development of a bogus firm. For example, he or she can seek work at the subcontractor or employee level and benefit from the Tribe requirement that preference be given to Indian subcontractors and employees.

- (2) Procedural Requirements. The procedural requirements for certification provide that applications shall be reviewed by the staff of the Tribe's Tribal Employment Rights Office (TERO), which shall request any additional information it believes appropriate. The TERO will then submit the application, together with its recommended findings, to the TERO Commission. The Commission shall review the application and findings, interview the principals of the firm, request additional information appropriate, and make its determination whether certification should be granted. The firm has the right of appeal to the Tribal Court, which shall reverse the decision only if it finds that the decision was arbitrary or capricious.
- (3) Probationary Certification. A firm shall first receive a probationary certification of one year, or a longer period where the Commission believes such is necessary. The TERO and the Commission shall have the right at any time, either on their own initiative or upon filing of a complaint by any party, to conduct an investigation of a firm to determine if its certification should be suspended or withdrawn. [Res. 061293 (12/06/93) § 4.1]

3.24R.220 Criteria for Indian contract preference certification.

To receive certification as a firm eligible for Indian preference, an applicant must satisfy all the criteria set out in this section:

- (a) Ownership. The firm must be at least 51 percent Indian-owned. The applicant must demonstrate the following:

- (1) Formal Ownership. That an Indian or Indians own(s) 51 percent or more of the partnership, corporation, or other arrangement for which the application is being submitted. Such ownership must be embodied in the firm's organic documents, such as its stock ownership or partnership agreement. Ownership includes:

- (A) Financial ownership – i.e., the Indian(s) owns 51 percent or more of the assets and equipment, will receive 51 percent or more of the firm's assets upon dissolution, and will receive 51 percent or more of the profits; and
- (B) Control – i.e., the Indian(s)' 51 percent or more ownership provides him or her with a majority of voting rights or other decisional authority and that all decisions of the firm are to be made by a majority vote except where otherwise required by law.

- (2) Value. The Indian owner(s) provided real value for 51 percent or more ownership by providing capital, equipment, real property or similar assets commensurate with the value of the ownership share. It will not be considered "real value" if the Indian(s) purchased the ownership share, directly or indirectly, through a promissory note, the ultimate creditor of which is the non-Indian owner of the firm or an immediate relation thereof, or any similar arrangement, unless a convincing showing can be made that the Indian owner(s) brought such special skills, marketing connections, or similar benefits to the firm that there is a good reason to believe the arrangement would have been entered into even if there were not an Indian participant and that he or she could not pay good value for his or her 51 percent or more Indian ownership because the normal capital sources were closed to him or her because he or she is an Indian. The Indian owner(s) may satisfy this requirement by demonstrating further that he or she extended his or her capital-raising capability as far as possible, such that the Indian participant clearly is at risk in the business in relationship to his or her means.
- (3) Profit. The Indian owner(s) will receive 51 percent or more of all profits. If there is any provision that gives the non-Indian owner a greater share of the profits, in whatever form and under whatever name, such as through management fees, equipment rental fees, or bonuses tied to profits, certification will be denied. Salary scales will be reviewed to ensure the relative salaries being paid Indian and non-Indian owners are consistent with the skills of the parties and are not being used to circumvent the requirement that Indian owners receive 51 percent or more of the profits.

(b) Management Control. The firm must be under significant Indian management and control. The firm must be able to demonstrate that:

(1) One or more of the Indian owners must be substantially involved, as a senior level official, in the day-to-day management of the firm as his or her primary employment activity. The Indian owner does not have to be the chief executive officer. However, he or she must, through prior experience or training, have substantial occupational ties to the area of business in which the firm is engaged such that he or she is qualified to serve in the senior level position and is sufficiently knowledgeable about the firm's activities to be accountable to the Tribe for the firm's activities. This provision may be waived when:

- (A) The firm is 100 percent Indian-owned and the chief executive officer is the spouse and/or parent of the owner(s), the family lives on or near the Reservation, and the majority of employees are Indian; or
- (B) The firm is modeled on a publicly held corporation such that it is owned by 10 or more persons, is at least 70 percent Indian-owned, the chief executive officer and the highest-salaried employee in the firm is/are Indian, and a majority of the employees are Indian.
- (C) Integrity of Structure. There must be good reason to believe that the firm was not established solely or primarily to take advantage of the Indian preference program. In evaluating an applicant under this criterion the TERO will consider the factors set out below. The TERO shall exercise broad discretion in applying these criteria in order to preserve the integrity of the Indian preference program and in questionable cases shall deny the certification.

- (i) History of the Firm. Whether the history of the firm provides reason to believe it was established primarily to take advantage of the Indian preference program, and in particular whether the firm, a portion of the firm, or key actors in the firm originally were associated with a non-Indian-owned business that gained little of business value in terms of capital, expertise, equipment, etc., by adding ownership or merging with an Indian firm.
- (ii) Employees. Whether key non-Indian employees of the applicant are former employees of a non-Indian firm with which the Indian firm is or has been affiliated, through a joint venture or other arrangement, such that there is reason to believe the non-Indian firm is controlling the applicant.

Whether Indians are employed in all or most of the positions for which qualified Indians are available. A high percentage of non-Indian employees

in such positions will provide reason to believe the firm was established primarily to benefit non-Indians.

- (iii) Relative Experience and Resources. Whether the experience, expertise, resources, etc., of the non-Indian partner(s) is so much greater than that of the Indian(s) that there is little sound business reason for the non-Indian to accept a junior role in the firm other than to be able to take advantage of the Indian preference program.

- (D) Brokers. Brokers will be certified only if they are dealers who own, operate, or maintain a store, warehouse, or other establishment in which the commodities being supplied are bought, kept in stock, and sold to the public in the usual course of business; provided, that this requirement shall not apply where the applicant demonstrates that it is customary and usual in the area of trade for a broker/dealer not to maintain an establishment and to keep the commodities in stock.
- (E) Manufacturing Companies. In determining whether or not a manufacturing firm is 51 percent Indian-owned and controlled, the Commission shall be guided by the Small Business Administration Standard Operating Procedures on certifying firms as eligible for the 8(a) program. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 4.2]

3.24R.230 Certification procedures.

- (a) Application for Certification. A firm seeking certification as an Indian preference eligible firm shall submit a completed application (see PTC 3.24R.240) to the TERO on a form provided by the TERO. (Application forms may be obtained at the TERO's Office.) TERO staff will be available to assist a firm fill out the application. Within 21 days after receipt of a completed application, the staff shall review the application, request such additional information as it believes during the time any request for additional information is outstanding), conduct such investigations as it deems appropriate, and submit analysis and recommended disposition to the Commission. Copies of the analysis and recommended disposition shall be kept confidential and shall not be made available to the applicant or any other party. When it is so required, the TERO may extend the processing period by an additional 21 days, by sending notification of the extension to the applicant by registered mail. Within 15 days of receipt of the TERO's analysis and recommended disposition, the Commission shall hold a hearing on the application, posting notice of the hearing time at the Tribal Office, the Agency, and the TERO's Office at least five days prior to the hearing. In addition, any other party wishing to present information to the Commission shall be entitled to do so, by requesting, no less than one day prior to the hearing, an opportunity to participate. A party may be represented by counsel. The hearing shall be conducted as provided for the TERO hearing procedures.

- (b) Probationary Certification. An applicant granted certification shall be issued a one-year probationary certificate. During that period, the TERO staff and the Commission shall monitor the firm's activities to ensure that the firm is operating in the manner described in its application. During the probationary period, the TERO and the Commission shall have the right to request and receive such information and documents as they deem appropriate.
- (c) Final Certification. At the end of the probationary period the Commission, after receiving recommendations from the TERO staff, shall either:

- (1) Grant full certification;
- (2) Continue the probationary period for up to six months; or
- (3) Deny certification.

- (d) Withdrawal of Certification. From the information provided in reports required by subsection (f) of this section and PTC [3.24R.250](#), on the basis of a written grievance filed by any other firm or person, or on its own initiative, the TERO may initiate proceedings to withdraw or suspend the certification of any firm. The TERO shall prepare an analysis and recommended disposition for the Commission and shall send the firm notice, by registered mail, that its certification is being examined, along with the grounds therefor. The Commission shall then set a date for a hearing to be held within 21 days after it receives the analysis and recommended disposition from the TERO. At the hearing, the TERO staff shall present the case for suspension or withdrawal and the hearing shall be conducted as set out in PTC [3.24R.300\(b\)](#). After the hearing, the Commission may:

- (1) Withdraw certification;
- (2) Suspend certification for not more than one year;
- (3) Probation; or
- (4) Order corrective action within a fixed period.

A firm that has had its certification withdrawn may not reapply for a period of one year.

- (e) Firms Certified Prior to the Adoption of These Criteria. Each firm holding Indian preference certification from the Tribe prior to the effective date of these regulations shall submit an application as required by these regulations to the TERO within 30 days following the effective date of these regulations.

Should the TERO determine the firm qualified it shall, within 21 days of its receipt by the TERO, recommend approval of the application within 21 days of receipt of the application to the Commission.

The Commission shall, within 30 days of receipt of the recommendation, issue a new certificate without holding a public hearing. The Commission may refuse to issue a new certificate when it has reason to believe that such certification is not merited.

Should the TERO determine the firm does not qualify, it shall prepare an analysis of the reasons therefor, together with its recommended disposition. The analysis shall be submitted to the Commission within 21 days after receipt of the application. Should the TERO require additional information from the firm, computation of the 21-day period shall be stayed by the Commission for a reasonable time to permit such information to be provided. The Commission, after providing the firm an opportunity for a hearing as provided in PTC [3.24R.300\(b\)](#), which shall be held within 15 days after receipt of the TERO's findings, shall:

- (1) Grant the firm a new certificate; or
- (2) Determine that the firm is not in compliance. If the Commission determines that the firm is not in compliance, it shall provide the reasons therefor. The firm shall then have 15 days from the date of the decision to demonstrate to the Commission that it has made such changes as are necessary to come into compliance. If at the end of the 15-day period the firm has failed to come into compliance, its certificate shall be withdrawn. A copy of the withdrawal notice shall be sent to the firm.

- (f) Change in Status and Annual Reports. Each certified firm shall report in writing to the TERO any changes in its ownership or control status within the 60 days following such. Each certified firm, on the anniversary of its receipt of permanent certification, shall update its initial application for certification on the annual report form provided by the TERO. Failure to provide such information shall constitute grounds for withdrawal of certification. [Res. 061293 (12/06/93) § 4.3]

3.24R.240 Application for certification as an Indian preference firm.

1. Firm Identification.

Name of firm (exactly as you want it to appear on all documents).

Address: _____

Telephone: _____

Date of Submission: _____

Single business: _____ Joint Venture: _____

Contact Person: _____

Address: _____

Telephone (Bus.) _____ Home: _____

Type of business (list all areas of business in which the firm intends to engage):

Federal Identification Number: _____

Number of Employees: _____ Number of Indian Employees: _____

Year business was established: _____

2. Ownership.

A. Type of ownership (check one):

____ Sole proprietorship

____ Partnership (attach copy of partnership agreement with all amendments since date partnership created).

____ Corporation (attach copy of the Certificate of Incorporation, Articles of Incorporation and Bylaws, including all amendments since date of incorporation).

B. Percent of Indian ownership: ____%

C. Provide for each Indian owner, his or her name, address, tribal affiliation, enrollment number, percent of ownership, amount of investment in the firm, method of investment (cash, equipment, loan or promissory note indicating who the loan is from), percent of voting control and position in the firm.

D. List for each non-Indian owner, his or her name, address, percent of ownership, amount of investment in firm, method of investment (cash, equipment, loan or promissory note indicating who the loan or note is from), percent of voting control, position in firm, name of all other firms in which the owner holds or has held within the past year an ownership interest (other than publicly held

corporations and similar ownerships held solely for investment purposes) or a management position.

E. List any management fee, equipment rental, bonuses or other arrangements that will provide payment to non-Indian owners beyond their share of profits and salaries, as indicated above.

F. Describe or attach any stock options or other ownership options that are outstanding and any agreements between owners or between owners and third parties which restrict ownership or control of Indian owners.

G. Identify any owner or management official of the named company who is or has been an employee of another company that has an ownership interest in or a present business relationship with the named company; present business relationships include shared space, equipment, financing, or employees as well as both companies having some of the same owners.

H. Indicate if this company or other companies with any of the same officers have previously received or been denied certification or participation as an Indian preference firm and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

3. MANAGEMENT

A. Provide for each owner of more than 5% interest, all senior management personnel and members of the Board of Directors the following:

1. Name, address and social security number. If Indian, please include his or her Tribe and enrollment number.
2. Present position and description of duties.
3. Previous business experience.
4. Previous work experience in areas in which the firm intends to engage.
5. Other previous work experience.
6. Education and training.
7. Other jobs presently held.

B. Control of company. Identify by name, race, sex and title in the company of those individuals (owners and non-owners) who are responsible for day-to-day management, including, but not limited to, those with prime responsibility for:

1. Financial Decisions.

2. Management decisions, such as:

- a. Marketing and sales;
- b. Hiring and firing;
- c. Purchase of major equipment or supplies;
- d. Supervision of field personnel.

4. CAPITAL AND EQUIPMENT

A. Equipment. List all equipment which costs \$300.00 or more when new.

QUANTITY	DESCRIPTION	PRICE	HOW OBTAINED (Purchased, etc.)
----------	-------------	-------	-----------------------------------

B. Capital.

- 1. Attach a current balance sheet.
- 2. Identify amount and source of original and present capital. (e.g., contributed by owner, bank loan – if loan, indicate name(s) of those legally bound to repay if other than organization).

C. Additional submissions.

Each applicant shall submit with this application the following:

1. List of officers, principal stockholders, and directors, with mailing addresses and number of shares held by each.

2. A sworn statement of the proper officer showing:

- a. The total number of shares of the capital stock actually issued and the amount of cash paid into the treasury on each share sold; or, if paid in property, the kind, quantity and value of the same per share.
- b. Of the stock sold, how much remains unpaid and subject to assessment.
- c. The amount of cash the company has in its treasury and elsewhere.
- d. The property, exclusive of cash, owned by the company and its value.
- e. The total indebtedness of the company and the nature of its obligations.

5. CERTIFICATION

I hereby certify that the information provided in this application is true and complete to the best of my knowledge and belief. I further certify that I have read the applicable ordinances, regulations, criteria and procedures of the Puyallup Tribe of Indians and do hereby submit to the jurisdiction provided therein.

Name of firm: _____

By: _____

(Signature of authorized officer and title)

Name: _____

Title: _____

[Res. 061293 (12/06/93) Appendix]

Subchapter 5. Fees

3.24R.250 Provision for collection of fees.

Except as otherwise provided all fees are due and shall be paid in full by any covered employer prior to commencing work. Other arrangements for payment shall be in writing and signed by the Director.

Immediately upon becoming aware that a covered employer is intending to engage in work, the Director shall mail to the employer, by registered mail, a notice regarding the nature and purpose of the fee, the percentage, the specific amount due, if known, the date due, and the possible consequences should the employer fail to comply. The notice shall be accompanied by a formal notice of fees due informing him/her that payment is overdue.

Should the employer fail to pay the fee by the day it commences work on trust lands or within the jurisdiction of the Puyallup Tribe of Indians, interest shall begin to accrue on that date at the rate of 10 percent per annum. On the day following that on which the employer commenced work, the Director shall send notice to the employer, by registered mail, that the fee is overdue and of the consequences imposed if the fee is not paid immediately.

If the fee is not paid by the fifteenth day after the employer commenced work, the Director shall file a formal charge of noncompliance, and shall schedule a Commission hearing to be held in five days or as soon thereafter as the Commission can meet and shall inform the employer of the scheduled hearing.

At the hearing, to be held whether or not the employer attends, the Commission shall determine whether the employer has failed to comply. If it finds noncompliance, it shall:

- (a) Impose penalties of not more than 10 percent of the amount due;

- (b) Petition the Tribal Court to affirm the decision of the Commission and to enforce its order through confiscation proceeding as provided by law.

Where the Director of the Commission has reasonable cause to believe that an employer will flee the jurisdiction prior to resolution of the matter, the Director may initiate any of the procedures provided for in PTC [3.24.480](#), notwithstanding the above procedure. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 5.1]

3.24R.260 Employers with a permanent place of business on the Reservation.

An employer whom the Director determines will have a permanent place of business on the Reservation shall pay the fee pursuant to the following:

- (a) On April 15th, July 15th, October 15th and January 15th, the employer shall submit, on a form provided by the Director, information showing his total payroll for the previous quarter, accompanied by a check equal to two and one-half percent of the payroll for that quarter.
- (b) The Director, upon receipt of a written request may authorize, in writing, an employer to submit the information and payments on a quarterly schedule other than the one set out in subsection (a) of this section. When doing so, make the schedule compatible with the employer's fiscal year structure.
- (c) An employer covered by this section shall be subject to the same interest, penalty and enforcement requirements and deadlines as those established in PTC [3.24R.250](#). The Director shall send said employers appropriate notices and forms. [Res. 061293 (12/06/93) § 5.2]

3.24R.270 Alternative arrangement.

The Director, in his discretion, may, upon receipt of a written request, authorize an employer to pay the required fee in installments over the course of the year or the contract, as appropriate, when:

- (a) The total annual fee exceeds \$10,000; and
- (b) The employer demonstrates hardship or other good cause.

The decision to authorize an alternative arrangement, which shall be in writing, shall rest solely with the TERO Director and is not appealable to the Commission or the Courts.

The employer shall pay interest, at the prime rate, on all amounts paid after the day he commences work on the Reservation when paying under an alternative arrangement. [Res. 061293 (12/06/93) § 5.3]

Subchapter 6. Administrative Procedures

3.24R.280 Reports and monitoring.

All entities engaged in any aspect of business activity on trust lands or within the jurisdiction of the Puyallup Tribe of Indians shall submit reports and such other information as requested by TERO. Employees of the TERO have the authority to make on-site inspections during regular working hours in order to monitor an entity's compliance with these regulations.

Employees of the TERO also have the authority to inspect and copy all relevant records of an entity, of the entity's signatory unions or subcontracts, to speak with workers on the job site and to engage in similar investigatory activities. All information collected by the TERO is confidential, unless disclosure is required during a hearing or appeal as provided for in these regulations. [Res. 061293 (12/06/93) § 6.1]

3.24R.290 Individual complaint procedures.

- (a) Noncompliance by an Entity. Any Indian or group of Indians, representatives or group of a class of Indians, certified firm, group of certified firms, or other persons or entity who believe that an entity has failed to comply with these regulations, or who believe that they have been discriminated against by a covered entity because they are Indian, may file, whether or not they can show that they were personally harmed by the entity's noncompliance.
- (b) Noncompliance by TERO. Any entity, group of entities, noncertified firms, non-Indian workers, or entity who believe that an action of the TERO Office under these regulations is in violation of these regulations, or Tribal or federal law, may file a complaint with the TERO. Persons may file whether or not they can show they were personally harmed by the TERO's action. [Res. 061293 (12/06/93) § 6.2]

3.24R.300 Compliance and hearing procedures.

- (a) Informal Settlement. If the TERO has reason to believe that a covered entity has failed to comply with any of these regulations, it shall notify the entity in writing, specifying the alleged violation(s). Should the party notified be a contractor or a subcontractor, notice shall also be provided to the entity holding the permit or authorization under which the contractor or subcontractor is operating and such entity shall be a party to all further negotiations, hearings and appeals.

The TERO shall then conduct an investigation of the charge and shall attempt to achieve an informal settlement of the matter. If voluntary conciliation cannot be achieved and the Director has reasonable cause to believe a party has violated the ordinance (Chapter [3.24](#) PTC) or regulations, he shall issue a formal notice of noncompliance to the party and shall proceed with the enforcement procedure provided by law.

- (b) Procedures for Hearing. All hearings before the Commission shall be governed by the Puyallup Tribe of Indians' due process hearing procedure. [Res. 061293 (12/06/93) § 6.3]

3.24R.310 Sanctions.

The Commission may impose any or all of the following sanctions where it finds a violation of the ordinance (Chapter [3.24](#) PTC) or regulations. If, after the hearing, the Commission determines that the violation alleged and that the party charged has no adequate defense in law or fact, or if no hearing is requested, the Commission may:

- (a) Deny such party the right to commence business on or near the Puyallup Indian Reservation;
- (b) Impose a civil fine in an amount not to exceed \$1,000 for each violation;
- (c) Suspend such party's operation on or near the Puyallup Indian Reservation;
- (d) Terminate such party's operation on or near the Puyallup Indian Reservation;
- (e) Deny the right of such party to conduct any further business on or near the Puyallup Indian Reservation;
- (f) Order such party to make payment of back pay to any aggrieved Indian;
- (g) Order such party to dismiss any employees hired in violation of these regulations;
- (h) Order such party to take such other action as is necessary to ensure compliance with the ordinance (Chapter [3.24](#) PTC) or to remedy any harm caused by a violation of the ordinance.

The Commission's decision shall be in writing, shall be served on the charged party by registered mail or in person and shall be submitted not later than 30 days after the close of the hearing. Where failure to comply immediately with the Commission's orders may cause irreparable harm, the Commission may move the Tribal Court for, and the Tribal Court shall grant, such injunctive relief as necessary to preserve the rights of the beneficiaries of the ordinance (Chapter [3.24](#) PTC), pending the party's appeal or expiration of the time for appeal. [Res. 061293 (12/06/93) § 6.4]

3.24R.320 Appeals.

Any entity or complaining party shall have the right to appeal any decision of the Commission to the Tribal Court. [Res. 061293 (12/06/93) § 6.5]

3.24R.330 Bonds.

The Director may require an entity to post a bond with the Commission pending a hearing before the Commission and may petition the Court from a decision of the Commission, upon making a written finding that any of the following conditions exist. The entity:

- (a) Has no permanent place of business on trust lands or within the jurisdiction of the Puyallup Indian Tribe; and
- (b) The amount of sanction exceeds or likely will exceed \$1,000; and

- (c) The project on which the entity is employed will be substantially completed within 60 days, such that it may be difficult to locate property of said employer on trust lands or within the jurisdiction of the Puyallup Indian Tribe that would be available for attachment or confiscation should the entity fail to pay a sanction imposed on it; and
- (d) The entity has failed to comply with an order of the Commission or the Courts in the past, and the employer has engaged in behavior that demonstrates a disregard for the authority and requirements of the Commission, such that the Director or Commission has good reason to believe the entity will not comply with the orders of the Commission or the Court. [Res. 061293 (12/06/93) § 6.6]

3.24R.340 Attachment.

The Commission may petition the Court for attachment of property of an entity should any of the following conditions exist:

- (a) An entity has refused or failed to post a bond after being ordered to do so by the Director, Commission or Court as provided in PTC [3.24R.330](#); or
- (b) The Commission has good reason to believe the entity will remove itself or its property before it can complete its efforts to require the entity to post a bond; or
- (c) The entity has demonstrated an intent to disregard the orders of the Director, Commission or Court. [Res. 061293 (12/06/93) § 6.7]

3.24R.350 Irreparable harm.

A finding of irreparable harm upon the petition of the Commission or Director for injunctive relief shall be made only upon a showing that damage will occur that cannot be adequately remedied through the payment of monetary damages. Such showing shall include but is not limited to the following:

- (a) That a contractor or subcontractor is about to or has begun work on a contract or subcontract entered into in violation of the provisions of the ordinance (Chapter [3.24](#) PTC) or regulations requiring contract or subcontract preference, when there is one or more Indian firms available to perform said contract or subcontract, since it is impossible to measure in monetary terms the damages suffered by an Indian firm's failure to obtain a contract or subcontract.
- (b) An entity or its subcontractor is about to or has hired two or more persons in violation of the provisions of the ordinance (Chapter [3.24](#) PTC) or regulations requiring Indian employment preference, and there are Indians available to fill those positions, since it is difficult to identify the specific Indians who would fill those positions once the number of positions at issue is two or greater, making the payment of payback difficult to achieve.

- (c) An entity refuses to submit a preference plan in the time required and indicates through words or action that it intends to disregard the requirement imposed by the ordinance (Chapter [3.24](#) PTC) or regulations. [Res. 061293 (12/06/93) § 6.8]

Subchapter 7. Due Process Hearing Procedures

3.24R.360 Prehearing procedures.

- (a) Review of TERO Files. The respondent employer or entity against whom the charge has been filed shall have the right to review the case file of the Director by scheduling a visit to the TERO Office during regular working hours at any point after receiving notice of a hearing. The Director, however, shall have the right to protect confidential information. The file shall be cleared of confidential information in a manner that causes the loss of the least amount of relevant information from the files.
- (b) List of Witnesses. Ten days prior to the hearing (or as soon as possible if the hearing is to be held within 10 days after notice), the respondent and the Director shall submit to the Commission Chairman a list of witnesses that each intends to call at the hearing, the approximate length of their testimony, and the subject matter and relevance of their testimony. It shall indicate any witnesses that must be subpoenaed. The Director shall then issue the subpoenas.
- (c) Prehearing Interviews of Witnesses. The respondent and the Director shall have the right to interview the witnesses of the other party, prior to the hearing. The Director's witnesses shall be interviewed in the presence of the Director or his delegate. The respondent's witnesses shall be interviewed under such reasonable conditions as are established by the respondent. Either party may appeal to the Chairman of the Commission if cooperation is not forthcoming and the Chairman is empowered to require such steps as are necessary to resolve the problem.
- (d) Subpoenas of Documents and Things. The respondent shall, no later than 10 days prior to the hearing (or as soon as possible if the hearing is noticed less than 10 days before the hearing), provide the Director with a list of items it wishes to have subpoenaed and the relevance of each. The Director shall subpoena all relevant items listed as well as items needed by the Director. Any disputes shall be brought to the Chairman of the Commission who shall resolve such disputes.
- (e) Postponements. Any request for a postponement of the hearing must be submitted in writing to the Chairman of the Commission no fewer than three days prior to the hearing. Should the Director and the respondent mutually submit a request for a postponement because of the possibility of settling the matter, the requests for a postponement may be submitted at any time. [Res. 061293 (12/06/93) § 7.1]

3.24R.370 Conduct of the hearing.

(a) Presiding Officer. As presiding officer, the Chairman of the Tribal Employment Rights Commission will control the proceedings. He or she will take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing. Parties shall abide by the presiding official's rulings. The presiding official has the authority, among others, to:

- (1) Administer oaths or affirmations;
- (2) Regulate the course of the hearing;
- (3) Rule on offers of proof;
- (4) Limit the number of witnesses when testimony would be unduly repetitious; and
- (5) Exclude any person from the hearing for contemptuous conduct or misbehavior that obstructs the hearing.

- (b) Director. The TERO Director shall represent the TERO on all charges filed by it, even if the charge was initiated by a complaint filed by a private individual.
- (c) Respondent. The respondent shall be present for the hearing and he or his representative (other than an attorney) shall represent him during the proceedings.
- (d) Attorneys. Either party may have an attorney present as an advisor. The attorney, however, may not make any presentations, cross-examine witnesses or address the Commission.
- (e) Recording of the Hearing. The Commission shall electronically record the hearing and shall retain the electronic record for not less than one year after the hearing. The respondent shall be permitted to record the hearing.
- (f) Prohibition Against Reprisals. All parties shall have the right to testify on their behalf without fear of reprisal.
- (g) Starting Time. The hearing shall be opened promptly at the time specified by the Commission.
- (h) Opening Statements. Both parties may present opening statements regarding what they intend to prove at the hearing.
- (i) Order of Proceedings. The Director shall present the TERO's case first.
- (j) Examination and Cross-Examination of Witnesses. Both parties may subpoena and examine friendly and hostile witnesses. Both parties may examine and cross-examine witnesses. No harassment or efforts to intimidate witnesses shall be permitted. The Commission members may examine witnesses at any point in their testimony. The testimony of all witnesses shall be under oath or affirmation.

- (k) Irrelevant Testimony. Parties may object to clearly irrelevant material, but technical objections to testimony as used in a court of law will not be entertained. The Commission shall prohibit any testimony that it deems irrelevant in order to keep control of the hearing.
- (l) Written Testimony. Written testimony shall be admitted into evidence during the hearing only when a witness cannot appear in person. When a party wishes to use the written testimony of a witness who cannot appear, the party must submit in advance of the hearing a written explanation for the nonappearance of the witness to the Commission. If the Commission is satisfied with the explanation, the party may obtain the testimony by means of an interrogatory. When, for reasons satisfactory to the Commission, an interrogatory cannot be used, an affidavit or deposition from the witness may be used. A signed but unsworn statement will be admitted into evidence only under unusual circumstances and when the Commission is satisfied that the testimony cannot be obtained otherwise.
- (m) Closing Statement. Closing statements for each party will be permitted. The Director shall proceed first. [Res. 061293 (12/06/93) § 7.2]

3.24R.380 The decision.

The Commission shall render a decision by majority vote and deliver the decision in writing to each of the parties. [Res. 061293 (12/06/93) § 7.3]

PART III

**CITY OF TACOMA
EQUITY IN CONTRACTING
PROGRAM**

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the 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](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

Equity in Contracting Requirements		
Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
12%	7%	18%

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: PW21-0748F
Date of Record: 11/30/2021

*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 Approval as a Certified Business.
- 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.

1.07.020.B

“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.

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

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“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.

“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.

1.07.020.G

“Goals” means the annual level of participation by Certified Businesses 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.

1.07.020.N

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

1.07.020.P

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

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

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

“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.

“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.

1.07.020.Q

“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.

1.07.020.R

“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.

1.07.020.S

“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.

“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.

“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.

1.07.020.T

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

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: 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 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 Goals set forth herein.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: 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 Approval as a Certified Business.

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

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity 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 entity’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 entity’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.
3. 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 approval 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. 28766 Ex. A; passed Jun. 8, 2021: 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 Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses 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. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions 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 will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may

request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter 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.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; 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 Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the contract awarded by the City to a Certified Business 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 Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a 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.

Certified Business 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. Certified Businesses 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 stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

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. 28766 Ex. A; passed Jun. 8, 2021: 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 Certified Business 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 Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, 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 Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business 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 Certified Business, 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 Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: 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 Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: 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
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 contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized 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 usage of qualifying firms.

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.

PART IV

STATE PREVAILING

WAGE RATES

AND

GENERAL REQUIREMENTS

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

REQUIRED FILINGS

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

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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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- 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.

4.1.2

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



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and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 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:

4.5.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.5.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

4.6 Other Insurance

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