



City of Tacoma
Department of Public Works

SPECIFICATION NO. PW23-0054F

SIDEWALK REPLACEMENT, EASTSIDE OF TACOMA

Project No. PWK-00714-04

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
PW23-0054F

SIDEWALK REPLACEMENT,
EASTSIDE OF TACOMA

PROJECT NO. PWK-00714-04



03/06/2023
Chris E. Larson, P.E.
Engineering Division
Public Works Department

Room 522, Tacoma Municipal Building
Tacoma, Washington 98402

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**City of Tacoma
PUBLIC WORKS ENGINEERING**

**REQUEST FOR BIDS PW23-0054F
Sidewalk Replacement, Eastside of Tacoma**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 25, 2023

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI 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 at the City's plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

Pre-Proposal Meeting: A pre-proposal meeting will be held at 10:00 am on Tuesday, April 18, 2023 in the Tacoma Municipal Building, 747 Market St, Room #138, Tacoma, Washington, 98402 to answer questions regarding the Equity In Contracting (EIC) Program and Local Employment and Apprenticeship Training Program (LEAP) requirements included in this Contract.

Project Scope: This Contract shall generally consist of providing for the improvement of unfit or unsafe sidewalk at various addresses within the Eastside of Tacoma.

Estimate: \$500,000

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 Tina Eide, Senior Buyer by email to teide@cityoftacoma.org

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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.

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma. The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

See City of Tacoma – Equity in Contracting Program section for additional information

POST AWARD FORMS EXECUTED UPON AWARD:

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

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that **15 percent** of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.
2. Apprentice Utilization Goal - Prime contractor is required to ensure that **15 percent** of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

NOTE: If both goals are assigned to this project, the two goals can be satisfied concurrently if the prime contractor utilizes individuals who simultaneously meet the requirements of both goals, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area.

See City of Tacoma – Local Employment and Apprenticeship Training Program section for additional information.

**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 Equity in Contracting and Local Employment and Apprenticeship Training 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. PW23-0054F

SIDEWALK REPLACEMENT, EASTSIDE OF TACOMA

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. PWK-00714 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>SPEC. NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
			<u>Unit</u>	<u>No.</u>		
1	1-07	SPCC Plan	Lump Sum	1	Lump Sum	\$ _____
2	1-09	Mobilization	Lump Sum	1	Lump Sum	\$ _____
3	1-10	Arterial Site Temporary Traffic Control	Each	18	\$ _____	\$ _____
4	1-10	Residential Site Temporary Traffic Control	Each	102	\$ _____	\$ _____
5	2-14	Remove Existing Pavement, Asphalt	Sq. Yd.	10	\$ _____	\$ _____
6	2-14	Remove Existing Pavement, Concrete	Sq. Yd.	1655	\$ _____	\$ _____
7	4-04	Crushed Surfacing Top Course	Ton	50	\$ _____	\$ _____

Contractor's Name: _____

Specification No. PW23-0054F

<u>ITEM NO.</u>	<u>SPEC. NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
8	5-04	HMA CL 1/2" PG 58H-22	Sq. Yd.	25	\$ _____	\$ _____
9	8-01	Erosion/Water Pollution Control	Force Account	1	1,000	1,000
10	8-01	Update and Manage City Prepared Stormwater Pollution Prevention Plan (SWPPP)	Lump Sum	1	Lump Sum	\$ _____
11	8-14	Cement Conc. Sidewalk, 4 Inch Thickness	Sq. Yd.	1590	\$ _____	\$ _____
12	8-14	Cement Conc. Sidewalk, 6 Inch Thickness	Sq. Yd.	65	\$ _____	\$ _____
Total Base 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 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____

Signature of Authorized Official: _____

Date: _____

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS ENGINEERING

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

REQUEST FOR BIDS SPECIFICATION NO. PW23-0054F Sidewalk Replacement, Eastside of Tacoma

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

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**April 11, 2023**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5826
Email: EICOffice@cityoftacoma.org

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 Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete business names and phone numbers are required to verify your usage of Certified Businesses**

a. Business 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 OMWBE Certified Business(s) 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 deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. 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.
8. 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.
9. 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.
10. Block "i" – The percentage 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 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage 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 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage 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 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("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. [Spec Number] [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. [Spec Number] [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.

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. 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, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. 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.
- VII. 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.

VIII. 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 the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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.

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 this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

APPENDIX A-1

APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency		(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma		Awarding Official Name and Contact Information:
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



City of Tacoma

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

General Release to the City of Tacoma

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

Signed on this _____ day of _____, 20____.

Contractor Name

Contractor Authorized Signature

Title

Type or Print Signature Name

PART II

SPECIAL PROVISIONS

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1 **INTRODUCTION**
2 **(April 1, 2022 Tacoma GSP)**
3

4 The following special provisions shall be used in conjunction with the "2022 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

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

30 Also incorporated into the Contract Documents by reference are:

- 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. City of Tacoma Standard Plans
- 36 4. City of Tacoma Right-of-Way Restoration Manual
37

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

40 A pre-proposal meeting will be held at 10:00 am on Tuesday, April 18, 2023 in the Tacoma
41 Municipal Building, 747 Market St, Room #138, Tacoma, Washington, 98402 to answer
42 questions regarding the Equity In Contracting (EIC) Program requirements and Local
43 Employment and Apprenticeship Training Program (LEAP) requirements included in the
44 Contract. Prospective bidders are urged to attend. Bidders are urged to contact the EIC
45 Program office to answer questions regarding the EIC Program requirements included in the
46 Contract. EIC office number is (253) 591-5630 or (253) 591-5826. LEAP office number is
47 (253) 591-5590.
48

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 Eastside of Tacoma. Sidewalk replacement work
6 includes removal and disposal of existing sidewalk, saw cuts between any existing
7 pavement that is to remain and the portion to be removed, expansion joints (some using a
8 product called Lock Joint), score joints, removal/replacement and compaction of base
9 material, formwork and curing compound to the dimensions at the locations listed in
10 Appendix A of these special provisions or as directed by the Engineer. The locations listed
11 in Appendix A are a representative of work to be completed, which are mostly in residential
12 areas. A more exact list will be provided to the contractor upon issuance of the Notice to
13 Proceed as a Change Order, bid pricing shall apply to this revised list.

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

21
22 Only 10 addresses shall have the sidewalk removed at any one time per assigned crew for
23 this project. A crew is comprised of enough personnel to remove, form, place, finish and
24 provide restoration as required by these contract specifications. The Contractor shall
25 perform removal and replacement of sidewalk, site restoration and all incidentals at each
26 location within 5 working days. Multiple crews may be utilized for this work as approved by
27 the City. The makeup (staff and equipment) of each crew shall be submitted to the City for
28 review.

29
30 The Contractor shall maintain a neat appearance at the work site in all areas visible to the
31 public. Broken concrete, asphalt concrete, soil, roots and other debris developed during
32 construction shall be disposed of concurrently with its removal on a daily basis.

33
34
35 **END OF SECTION**
36

1 **1-01 DEFINITIONS AND TERMS**

2
3 **1-01.3 Definitions**

4 **(January 19, 2022 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 or WSDOT General Special Provisions, to
40 the terms "Department of Transportation", "Washington State Transportation
41 Commission", "Commission", "Secretary of Transportation", "Secretary", "Headquarters",
42 and "State Treasurer" shall be revised to read "Contracting Agency".

43
44 All references to the terms "State" or "state" shall be revised to read "Contracting
45 Agency" unless the reference is to an administrative agency of the State of Washington,
46 a State statute or regulation, or the context reasonably indicates otherwise.
47

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

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

7
8 **Additive**

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

12 **Alternate**

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

16 **Business Day**

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

19 **Contract Bond**

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

23 **Contract Documents**

24 See definition for "Contract".

25 **Contract Time**

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

28 **Notice of Award**

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

31 **Notice to Proceed**

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

35 **Traffic**

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

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

40
41 **(April 15, 2020 Tacoma GSP)**

42
43 All references to the acronym UDBE" shall be revised to read "DBE/EIC".

44
45 All references in the Standard Specifications to the term "Proposal Bond" shall be revised to
46 read "Bid Bond."

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- 29

Calendar Day

Change Order

Day

Deductive

Grand Total Price

Standard Specifications

END OF SECTION

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:

24

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

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

28
29 **1-02.4(1) General**
30 **(January 19, 2022 APWA GSP Option B)**

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

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

39
40 **1-02.5 Proposal Forms**
41 **(July 31, 2017 APWA GSP)**

42
43 *Delete this section and replace it with the following:*
44

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

11
12 The Contracting Agency reserves the right to arrange the proposal forms with alternates and
13 additives, if such be to the advantage of the Contracting Agency. The bidder shall bid on all
14 alternates and additives set forth in the Proposal Form unless otherwise specified.

15
16 **1-02.6 Preparation of Proposal**
17 **(July 11, 2018 APWA GSP)**
18

19 *Supplement the second paragraph with the following:*

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

24 *Delete the last two paragraphs, and replace them with the following:*
25

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

28
29 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
30 Compliance form, provided by the Contracting Agency. Failure to return this certification as
31 part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for Award.
32 A Contractor Certification of Wage Law Compliance form is included in the Proposal Forms.
33

34 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
35

36 A bid by a corporation shall be executed in the corporate name, by the president or a vice
37 president (or other corporate officer accompanied by evidence of authority to sign).
38

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

43 A bid by a joint venture shall be executed in the joint venture name and signed by a member
44 of the joint venture. A copy of the joint venture agreement shall be submitted with the Bid
45 Form if any UDBE requirements are to be satisfied through such an agreement.
46
47
48
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
8 *Add the following new section:*

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

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

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

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

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

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

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

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

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

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

41
42 **1-02.9 Delivery of Proposal**
43 **(April 1, 2018 Tacoma GSP)**

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

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

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

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

Delete this section and replace it with the following:

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

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

The original Bid Proposal may be supplemented, or revised and resubmitted as the official Bid Proposal if the Contracting Agency receives it before the time set for receipt of Proposals.

1-02.12 Public Opening of Proposals (March 1, 2021 Tacoma GSP)

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

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

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

<https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09>

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;

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

26
27 **1-02.14 Disqualification of Bidders**
28 **(October 18, 2013 Tacoma GSP)**
29

30 *Delete this section and replace it with the following:*
31

32 A Bidder will be deemed not responsible if:

- 33 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
34 39.04.350(1), as amended; or
- 35 2. evidence of collusion exists with any other Bidder or potential Bidder. Participants
36 in collusion will be restricted from submitting further bids; or
- 37 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work
38 or to the full extent of the bid, or to the extent that the bid exceeds the authorized
39 prequalification amount as may have been determined by a prequalification of
40 the Bidder; or
- 41 4. an unsatisfactory performance record exists based on past or current Contracting
42 Agency work or for work done for others, as judged from the standpoint of
43 conduct of the work; workmanship; or progress; affirmative action; equal
44 employment opportunity practices; termination for cause; or Disadvantaged
45 Business Enterprise, Minority Business Enterprise, or Women's Business
46 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, if applicable, as described in Section 1-02.6.

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

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

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

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

Revise this section to read:

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

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

END OF SECTION

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

2
3 **1-03.1 Consideration of Bids**
4 **(January 23, 2006 APWA GSP)**

5
6 *Revise the first paragraph to read:*

7
8 After opening and reading proposals, the Contracting Agency will check them for
9 correctness of extensions of the prices per unit and the total price. If a discrepancy exists
10 between the price per unit and the extended amount of any bid item, the price per unit will
11 control. If a minimum bid amount has been established for any item and the bidder's unit or
12 lump sum price is less than the minimum specified amount, the Contracting Agency will
13 unilaterally revise the unit or lump sum price, to the minimum specified amount and
14 recalculate the extension. The total of extensions, corrected where necessary, including
15 sales taxes where applicable and such additives and/or alternates as selected by the
16 Contracting Agency, will be used by the Contracting Agency for award purposes and to fix
17 the Awarded Contract Price amount and the amount of the contract bond.

18
19 **1-03.1(1) Identical Bid Totals**
20 **(January 4, 2016 APWA GSP)**

21
22 *Revise this section to read:*

23
24 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then the
25 tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the highest
26 percentage of recycled materials in the Project, per the form submitted with the Bid
27 Proposal. If those percentages are also exactly equal, then the tie-breaker will be
28 determined by drawing as follows: Two or more slips of paper will be marked as follows: one
29 marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to make
30 the marking unseen. The slips will be placed inside a box. One authorized representative of
31 each Bidder shall draw a slip from the box. Bidders shall draw in alphabetic order by the
32 name of the firm as registered with the Washington State Department of Licensing. The slips
33 shall be unfolded and the firm with the slip marked "Winner" will be determined to be the
34 successful Bidder and eligible for Award of the Contract. Only those Bidders who submitted
35 a Bid total that is exactly equal to the lowest responsive Bid, and with a proposed recycled
36 materials percentage that is exactly equal to the highest proposed recycled materials
37 amount, are eligible to draw.

38
39 **1-03.2 Award of Contract**
40 **(March 27, 2003 Tacoma GSP)**

41
42 All references to 45 calendar days shall be revised to read 60 calendar days.

43
44 **1-03.3 Execution of Contract**
45 **(January 19, 2022 APWA GSP)**

46
47 *Revise this section to read:*

48
49 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays), the
50 successful Bidder shall provide the information necessary to execute the Contract to the
51 Contracting Agency. The Bidder shall send the contact information, including the full name,

1 email address, and phone number, for the authorized signer and bonding agent to the
2 Contracting Agency.

3
4 Copies of the Contract Provisions, including the unsigned Form of Contract, will be available
5 for signature by the successful bidder on the first business day following award. The number
6 of copies to be executed by the Contractor will be determined by the Contracting Agency.

7
8 Within 10 calendar days after the award date, the successful bidder shall return the signed
9 Contracting Agency-prepared contract, an insurance certification as required by Section 1-
10 07.18, a satisfactory bond as required by law and Section 1-03.4, the Transfer of Coverage
11 form for the Construction Stormwater General Permit with sections I, III, and VIII completed
12 when provided. Before execution of the contract by the Contracting Agency, the successful
13 bidder shall provide any pre-award information the Contracting Agency may require under
14 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 a. Addenda,
12 b. Proposal Form,
13 c. Special Provisions,
14 d. Contract Plans,
15 e. Standard Specifications,
16 f. Contracting Agency's Standard Plans or Details (if any), and
17 g. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
18

19 **1-04.4 Changes**
20 **(January 19, 2022 APWA GSP)**
21

22 *The first two sentences of the last paragraph of Section 1-04.4 are deleted.*
23

24 **1-04.6 Variation in Estimated Quantities**
25 **(*****)**

26 *This section is supplemented with the following:*
27

28 Due to the nature of the Work and the desire of the Contracting Agency to utilize the
29 Contractor's services in the most efficient manner, the Contracting Agency may elect to add
30 work after the Contract Execution Date. Therefore, the quantities for all bid items have been
31 entered into the Proposal only to provide a common proposal for bidders. Actual quantities
32 will be determined in the field as the work progresses, and will be paid at the original bid
33 price, regardless of final quantity. Unit bid items will not be subject to the provisions of 1-
34 04.6 of the Standard Specifications. When the Contracting Agency elects to add work which
35 utilizes bid items for which payment is made by lump sum, the Contractor will receive
36 additional compensation for the those lump sum bid items which are impacted. All additional
37 compensation to lump sum bid items shall be agreed upon by the Contractor and
38 Contracting Agency in accordance with Section 1-09.6.
39

40
41 **END OF SECTION**
42
43

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 1. Shop Drawings/Plans
17 2. Product Data
18 3. Samples
19 4. Reports
20 5. Material Submittals (Ref. 1-06)
21 6. Progress Schedules (Ref. 1-08.3)
22 7. Guarantees/Warranties (Ref. 1-05.10)

23
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

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

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

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

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

1. Project Name: Sidewalk Replacement, Eastside of Tacoma
2. Project Specification Number: PW23-0054F
3. Project No. PWK-00714-04
4. Submittal Date
5. Description of Submittal
6. Sequential, unique submittal number.
7. Related Specification Section and/or plan sheet
8. The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
9. Printed or typed name and signature of Contractor.

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

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

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

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

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

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

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

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

1-05.3(4) Resubmittals

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

Section	Description
1-06.1	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, Eastside of Tacoma

Project Number PWK-00714-04

Specification No. PW23-0054F

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
48

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 **1-07.9 Wages**

43
44 **1-07.9(5) Required Documents**

45
46 **1-07.9(5)C Certified Payrolls**
47 **(*****)**

48
49 *The second sentence of the first paragraph is revised to read:*

50
51 Certified Payrolls shall be submitted weekly for all projects.

1 *This section is supplemented with the following:*

2
3 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit dollar
4 amount paid to each employee for each employee classification.

5
6 Where fringe benefits are paid into approved plans, funds, or programs, the amount of the
7 fringe benefits shall be identified in the "Benefit Distribution" section of the Certified Payroll
8 Affirmation form.

9
10 **1-07.15 Temporary Water Pollution/Erosion Control**
11 **(March 23, 2010 Tacoma GSP)**

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

14
15 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
16 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed to
17 enter waters of the State or the City stormwater system. If pH exceeds 8.5, the Contractor
18 shall immediately discontinue work and initiate treatment according to the plan to lower the
19 pH. Work may resume, with treatment, once the pH of the stormwater is 8.5 or less or it can
20 be demonstrated that the runoff will not reach surface waters or the City stormwater system.
21 High pH process water shall not be discharged to waters of the State or the City stormwater
22 system. Unless specific measures are identified in the Special Provisions, high pH water
23 may be infiltrated, dispersed in vegetation or compost, or discharged to a sanitary sewer
24 system. Disposal shall be in accordance with the City of Tacoma Surface Water
25 Management Manual or to City wastewater system with proper approval. Water being
26 infiltrated or dispersed shall have no chance of discharging directly to waters of the State or
27 the City stormwater system, including wetlands or conveyances that indirectly lead to waters
28 of the State. High pH process water shall be treated to within a range of 6.5 to 8.5 pH units
29 prior to infiltration to ensure the discharge does not cause a violation of groundwater quality
30 standards. If water is discharged to the sanitary sewer, the Contractor shall provide a copy
31 of permits and requirements for placing the material into a sanitary sewer system prior to
32 beginning the work. Process water may be collected and disposed of by the Contractor off
33 the project site. The Contractor shall provide a copy of the permit for an approved waste
34 site for the disposal of the process water prior to the start of work that generates the process
35 water. A Special Approved Discharge permit shall be required for all discharges to the
36 sanitary sewer system.

37
38 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
39 **(*****)**

40
41 **Implementation Requirements**

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

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

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

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

11 **SPCC Plan Element Requirements**

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

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

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

5

6 • Spill Prevention and Response Training
7 Describe how and when all personnel (including refueling Contractors and
8 Subcontractors) will be trained in spill prevention, containment, and response in
9 accordance with the Plan. Describe how and when all spill responders will be trained
10 in accordance with WAC 296-824.

11

12 • Spill Prevention
13 Describe the following items:

14

15 1. Spill response kit contents and location(s).
16 2. Security measures for potential spill sources.
17 3. Secondary containment practices and structures for all containers to handle the
18 maximum volume of potential spill of hazardous materials.
19 4. Methods used to prevent stormwater from contacting hazardous materials.
20 5. Site inspection procedures and frequency.
21 6. Equipment and structure maintenance practices.
22 7. Daily inspection and cleanup procedures that ensure all equipment used below the
23 ordinary high water line is free of all external petroleum-based products.
24 8. Refueling procedures for equipment that cannot be moved from below the ordinary
25 high water line.

26

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

33

34 Response procedures shall be outlined in the Spill Response section and shall
35 include notification to the City of Tacoma Wastewater Treatment Plant Operations
36 number at 253.591.5595 and the City Source Control Spill Response number at
37 253.502.2222.

38

39 a. A spill of each type of hazardous material at each location identified in 4, above.
40 b. Stormwater that has come into contact with hazardous materials.
41 c. Drainage pathways from the site, including both stormwater and sanitary
42 conveyance pathways.
43 d. A release or spill of any unknown pre-existing contamination and contaminant
44 sources (such as buried pipes or tanks) encountered during project Work.
45 e. A spill occurring during Work with equipment used below the ordinary high water
46 line.

47

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

1
2 • **Project Site Map**

3 Provide a map showing the following items:

- 4
5 1. Site location and boundaries.
6 2. Site access roads.
7 3. Drainage pathways from the site.
8 4. Nearby waterways and sensitive areas.
9 5. Hazardous materials, equipment, and decontamination areas identified in 4,
10 above.
11 6. Pre-existing contamination or contaminant sources described in 5, above.
12 7. Spill prevention and response equipment described in 7 and 8, above.
13

14 • **Spill Report Forms**

15 Provide a copy of the spill report form(s) that the Contractor will use in the event of a
16 release or spill.
17

18 **Payment**

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

21
22 "SPCC Plan," lump sum.
23

24 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor shall
25 receive 50-percent of the lump sum Contract price for the plan.
26

27 The remaining 50-percent of the lump sum price will be paid after the materials and
28 equipment called for in the plan are mobilized to the project.
29

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

- 31
32 • All costs associated with creating the accepted SPCC Plan.
33
34 • All costs associated with providing and maintaining the on-site spill prevention
35 equipment described in the accepted SPCC Plan.
36
37 • All costs associated with providing and maintaining the on-site standby spill response
38 equipment and materials described in the accepted SPCC Plan.
39
40 • All costs associated with implementing the spill prevention measures identified in the
41 accepted SPCC Plan.
42
43 • All costs associated with updating the SPCC Plan as required by this Specification.
44

45 As to other costs associated with releases or spills, the Contractor may request payment as
46 provided for in the Contract. No payment shall be made if the release or spill was caused by
47 or resulted from the Contractor's operations, negligence, or omissions.
48
49

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

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

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

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

11
12 The Contractor shall submit a draft of the notification prior to posting/mailling. The door
13 hanger/mailling shall advise the occupants of the construction schedule and indicate the
14 Contractor's name, contact person, and telephone numbers. The Contractor shall leave a
15 notice for the occupants at each address for sidewalk reconstruction via door hanger/mailling
16 a minimum of one (1) week prior to start of construction. The Contractor shall also provide
17 the date of when such notices were provided to the occupants.

18
19 **1-07.17 Utilities and Similar Facilities**
20 **(*****)**

21
22 *The first paragraph is supplemented with the following:*

23
24 Public and private utilities or their Contractors will furnish all work necessary to adjust,
25 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
26 these Special Provisions. Such adjustment, relocations, replacement, or construction will be
27 done within the time for performance of this project. The Contractor shall coordinate their
28 work with such adjustment, relocation, or replacement of utility work. This may require the
29 Contractor to phase their work in a manner that will allow for the utility work.

30
31 The Contractor shall coordinate their work with all utilities and other organizations, which
32 have to adjust or revise their facilities within the project area. These may include, but are
33 not limited to:

- 34 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 35 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 36 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 37 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819; 38
38 Brian.Munson@Rainierconnect.net
- 39 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790 OR
40 Amber Uhls, Gas, phone: (253) 476-6137
- 41 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955,
42 todd_gallant@cable.comcast.com
- 43 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-
44 9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve Duppenenthaler,
45 phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson, phone: (425) 896-
46 9839; roberta.anderson@sienaengineeringgroup.com
- 47 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 48 • 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
- T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; steven.schauer@t50mobile.com
- Zayo, Our Fiber Fuels Global Innovation, Contact: Jason Tesdal, phone: (253) 221-7585

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 D.

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

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

1-07.23 Public Convenience and Safety

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

This section is supplemented with the following:

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

East 56th Street (arterial), East L Street (arterial), McKinley Avenue (arterial), and South 48th Street (arterial) as well as any residential streets shall remain fully open to vehicular and pedestrian traffic at all times.

1 EXCEPTION:

- 2 ● Non-arterial roadways (Residential Streets) can be temporarily closed to through
3 traffic, if no other traffic control pavement width reduction method can be used,
4 during the hours of 9:30 AM and 2:30 PM on weekdays. Local traffic and property
5 access shall be maintained at all times. The Contractor shall reopen the street and
6 all parking areas at the conclusion of each work shift.
- 7 ● Two-way traffic in separate lanes along all arterial streets must be maintained at all
8 times.
 - 9 ○ Arterial streets that provide on-street parking may close the parking lane for
10 construction purposes. Closure is permitted to be in effect from 7AM to 5 PM
11 with proper 72 hour advance notice. Traffic control devices indicating date and
12 duration of the parking restriction shall be installed without blocking parking or
13 sidewalk access until that time. Contractor shall reopen the street and all parking
14 areas at the conclusion of each work shift.
 - 15 ○ Two-way, one-lane flagger control on an arterial will only be considered, with
16 provided supporting reasons, when no other means to conduct the work is
17 possible and will be determined on a case-by-case basis. Additional traffic
18 control provisions, such as an advance Portable Changing Message Sign
19 (PCMS) deployment, may be required depending on the situation/particular
20 arterial roadway. Contractor shall reopen the roadway and all parking areas at
21 the conclusion of each work shift.
 - 22 ○ Any work/work zone within an arterial roadway that requires a shift of travel lanes
23 (in order to maintain two-way traffic) will only be considered, with provided
24 supporting reasons, when no other means to conduct the work is possible and
25 will be determined on a case-by-case basis. Work will be restricted from 9 AM to
26 3 PM. Additional traffic control provisions, such as a PCMS deployment, may be
27 required depending on the situation/particular arterial roadway. Contractor shall
28 reopen the roadway and all parking areas at the conclusion of each work shift.
- 29 ● Any work/traffic control provision that affects pedestrian accessibility at a given
30 corner of an intersection must be limited to that given corner, with the remaining
31 three corners at the intersection (at a minimum) being used to facilitate a pedestrian
32 detour, until full accessibility or an accessible connection with at least one other
33 corner can be re-established. Regardless of location/situation, any temporary
34 pedestrian access path/route that may be employed shall provide equivalent to, or
35 better, accessibility than the unavailable path/route in accordance with the
36 Americans with Disabilities Act and the Proposed Accessibility Guidelines for
37 Pedestrian Facilities in the Public Right-of-Way (PROWAG). Combination of work
38 areas affecting overall pedestrian mobility shall be scheduled so as not to require
39 pedestrians, especially students, to cross roadways multiple times in order to avoid
40 construction zones/follow the prescribed pedestrian detour route.
- 41 ● Even if adjacent roadway vehicle traffic is closed/restricted, there shall be at least
42 one parallel pedestrian route (equivalent accessibility to the pre-existing conditions)
43 that is available to traverse along the closed roadway. Regardless of the roadway
44 control provisions, if any pedestrian route cannot be maintained (with adequate
45 supporting reasoning), then a signed pedestrian detour route (or pedestrian bypass

1 meeting or exceeding City's requirements) must be established and approved by the
2 City.

3
4 Spotters are required to assist all pedestrians through or around the active work zone that
5 impacts sidewalk accessibility that cannot be reasonably accommodated through pedestrian
6 detour or pedestrian bypass as part of the applicable approved traffic control plan for the
7 site.

8
9 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
10 times.

11
12 To minimize the disruption to access to adjacent properties, disposal firms and to transit bus
13 service that may be operating in the project area, any lane closure area shall be limited to
14 that area of active work and necessary for appropriate lane closure tapers. The Contractor
15 shall stage work to maintain access to and egress from all properties at all times.

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

20
21 If street closures or lane restrictions, not provided for in the Specifications, are allowed
22 subsequent to award of the contract, an equitable adjustment of the Contract amount shall
23 be negotiated.

24
25 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
26 areas of public traffic or where such debris may be transported into a drainage system.
27 When construction operations are such that debris from the work is deposited on the streets,
28 the Contractor shall, at a minimum, remove on a daily basis any deposits or debris which
29 may accumulate on the roadway surface. Should daily removal be insufficient to keep the
30 streets clean, the Contractor shall perform removal operations on a more frequent basis. If
31 the Engineer determines that a more frequent cleaning is impractical or if the Contractor fails
32 to keep the streets free from deposits and debris resulting from the work, the Contractor
33 shall, upon order of the Engineer, provide facilities for and remove all deposits from the tires
34 or between wheels before trucks or other equipment will be allowed to travel over paved
35 streets. Should the Contractor fail or refuse to clean the streets in question, or the trucks or
36 equipment in question, the Engineer may order the work suspended at the Contractor's risk
37 until compliance with Contractor's obligations is assured, or the Engineer may order the
38 streets in question cleaned by others and such costs incurred by the City in achieving
39 compliance with these contract requirements, including cleaning of the streets, shall be
40 deducted from moneys due or to become due the Contractor on monthly estimate. The
41 Contractor shall have no claim for delay or additional costs should the Engineer choose to
42 suspend the Contractor's work until compliance is achieved.

43
44 **1-07.23(2) Construction and Maintenance of Detours**
45 **(April 1, 2018 Tacoma GSP)**

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

48
49 Detour signing during any allowed road closures shall be in accordance with Detour Plans,
50 when included in the Contract Documents. When plans are not included in the Contract
51 Documents, the Contractor shall submit plans for detours in accordance with the "Manual on

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

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

The Contractor shall notify **Pierce Transit at (253-581-8001)** a minimum of ten (10) working days prior to any street closure to allow rerouting of bus lines accordingly

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

Tacoma Fire Dept.	(253-591-5775)
Tacoma Police Dept.	(253-591-5932)
LESA Communications Center	(253-798-4721 - Opt.#2)
Tacoma Public Schools Transportation Office	(253-571-1853)
Tacoma Environmental Services Solid Waste	(253-591-5544)
Tacoma Public Works Engineering Division	(253-591-5500)
Tacoma Public Works Streets and Grounds	(253-591-5495)
Tacoma Public Utility – Power (Primary Contact)	(253-666-0067) or (253-779-7744)
Tacoma Public Utility – Power (Secondary Contact)	(253-389-5677) or (253-502-8310).

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

Delete this section and replace it with the following:

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

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

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

1 available to the Contractor as soon as practical after they have been obtained by the
2 Engineer.

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

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

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

30
31
32 **END OF SECTION**
33
34

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
15 A. To review the initial progress schedule;
16 B. To establish a working understanding among the various parties associated or
17 affected by the work;
18 C. To establish and review procedures for progress payment, notifications,
19 approvals, submittals, etc.;
20 D. To establish normal working hours for the work;
21 E. To review safety standards and traffic control; and
22 F. To discuss such other related items as may be pertinent to the work.
23

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

- 25
26 A. A breakdown of all lump sum items;
27 B. A preliminary schedule of working drawing submittals; and
28 C. A list of material sources for approval if applicable.
29

30 *Add the following new section:*

31
32 **1-08.0(2) Hours of Work**
33 **(March 3, 2008 Tacoma GSP)**

34
35 Except in the case of emergency or unless otherwise approved by the Contracting Agency,
36 the normal straight time working hours for the contract shall be any consecutive 8-hour
37 period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour lunch
38 break and a 5-day work week. The normal straight time 8-hour working period for the
39 contract shall be established at the preconstruction conference or prior to the Contractor
40 commencing the work.
41

42 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00 a.m.
43 or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer for
44 permission to work such times. Permission to work longer than an 8-hour period between
45 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to the Engineer
46 no later than noon on the working day prior to the day for which the Contractor is requesting
47 permission to work.
48

49 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
50 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject
51 to noise control requirements. Approval to continue work during these hours may be

1 revoked at any time the Contractor exceeds the Contracting Agency's noise control
2 regulations or complaints are received from the public or adjoining property owners
3 regarding the noise from the Contractor's operations. The Contractor shall have no claim for
4 damages or delays should such permission be revoked for these reasons.

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

19
20 *Add the following new section:*

21
22 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
23 **(September 29, 2009 Tacoma GSP)**

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

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

35
36 **1-08.1 Subcontracting**
37 **(May 30, 2019 APWA GSP, Option B)**

38
39 *Delete the ninth paragraph, beginning with "On all projects, the Contractor shall certify..."*

40
41 **1-08.1 Subcontracting**
42 **(*****)**

43
44 *Delete the eighth paragraph, beginning with "The Contractor shall not use businesses..."*

45
46 **1-08.4 Prosecution of Work**

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

1 **1-08.4 Notice to Proceed and Prosecution of Work**
2 **(July 23, 2015 APWA GSP)**
3

4 Notice to Proceed will be given after the contract has been executed and the contract bond
5 and evidence of insurance have been approved and filed by the Contracting Agency. The
6 Contractor shall not commence with the work until the Notice to Proceed has been given by
7 the Engineer. The Contractor shall commence construction activities on the project site
8 within ten days of the Notice to Proceed Date, unless otherwise approved in writing. The
9 Contractor shall diligently pursue the work to the physical completion date within the time
10 specified in the contract. Voluntary shutdown or slowing of operations by the Contractor
11 shall not relieve the Contractor of the responsibility to complete the work within the time(s)
12 specified in the contract.
13

14 When shown in the Plans, the first order of work shall be the installation of high visibility
15 fencing to delineate all areas for protection or restoration, as described in the Contract.
16 Installation of high visibility fencing adjacent to the roadway shall occur after the placement
17 of all necessary signs and traffic control devices in accordance with 1-10.1(2). Upon
18 construction of the fencing, the Contractor shall request the Engineer to inspect the fence.
19 No other work shall be performed on the site until the Contracting Agency has accepted the
20 installation of high visibility fencing, as described in the Contract.
21

22 **1-08.5 Time for Completion**
23 **(*****)**
24

25 *Revise the first sentence of the third paragraph to read:*
26

27 Contract time shall begin on the first working day following the Notice to Proceed Date.
28

29 *Revise the fourth paragraph to read:*
30

31 Each working day shall be charged to the contract as it occurs, until the contract work is
32 physically complete. If substantial completion has been granted and all the authorized
33 working days have been used, charging of working days will cease. Each week the
34 Engineer will provide the Contractor a statement that shows the number of working days: (1)
35 charged to the contract the week before; (2) specified for the physical completion of the
36 contract; and (3) remaining for the physical completion of the contract. The statement will
37 also show the nonworking days and any partial or whole day the Engineer declares as
38 unworkable. Within 10 calendar days after the date of each statement, the Contractor shall
39 file a written protest of any alleged discrepancies in it. To be considered by the Engineer,
40 the protest shall be in sufficient detail to enable the Engineer to ascertain the basis and
41 amount of time disputed. By not filing such detailed protest in that period, the Contractor
42 shall be deemed as having accepted the statement as correct. If the Contractor is approved
43 to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the week in
44 which a 4-10 shift is worked would ordinarily be charged as a working day then the fifth day
45 of that week will be charged as a working day whether or not the Contractor works on that
46 day.
47

48 *Revise the sixth paragraph to read:*
49

50 The Engineer will give the Contractor written notice of the completion date of the contract
51 after all the Contractor's obligations under the contract have been performed by the

Contractor. The following events must occur before the Completion Date can be established:

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

This section is supplemented with the following:

This project shall be physically completed within **130** working days.

**1-08.9 Liquidated Damages
(March 3, 2021 APWA GSP, Option B)**

Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working day beyond the number of working days established for Physical Completion, and
2. To authorize the Engineer to deduct these liquidated damages from any money due or coming due to the Contractor.

Liquidated Damages Formula

$$\text{LD} = 0.15C/T$$

Where:

- LD = liquidated damages per working day (rounded to the nearest dollar)
C = original Contract amount
T = original time for Physical Completion

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine the Contract Work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion

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

4

5

6

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 **1-09.9 Payments**
40 **(March 13, 2012 APWA GSP)**
41

42 *Section 1-09.9 is revised to read:*
43

44 The basis of payment will be the actual quantities of Work performed according to the
45 Contract and as specified for payment.
46

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

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

4
5 The initial progress estimate will be made not later than 30 days after the Contractor
6 commences the work, and successive progress estimates will be made every month
7 thereafter until the Completion Date. Progress estimates made during progress of the work
8 are tentative, and made only for the purpose of determining progress payments. The
9 progress estimates are subject to change at any time prior to the calculation of the final
10 payment.

11
12 The value of the progress estimate will be the sum of the following:

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

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

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

27 Progress payments for work performed shall not be evidence of acceptable performance or
28 an admission by the Contracting Agency that any work has been satisfactorily completed.
29 The determination of payments under the contract will be final in accordance with Section
30 1-05.1.

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

33
34 **(January 6, 2015 Tacoma GSP)**

35
36 Breakdowns of all lump sum items shall be provided for all lump sum items and shall include
37 all costs for labor, equipment, materials, and taxes (as applicable) associated with the lump
38 sum item. Washington State Department of Revenue Rules 170 and 171 apply to lump sum
39 items per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications.

40
41 Stockpiled Material - The point of acceptance of stockpiled material for payment and quality
42 shall be at the time of incorporation into the contract.

43
44 **1-09.9(1) Retainage**
45 **(May 10, 2006 Tacoma GSP)**

46
47 *The fourth paragraph is supplemented with the following:*
48

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

3
4 **1-09.11(3) Time Limitation and Jurisdiction**
5 **(November 30, 2018 APWA GSP)**
6

7 *Revise this section to read:*
8

9 For the convenience of the parties to the Contract it is mutually agreed by the parties that
10 any claims or causes of action which the Contractor has against the Contracting Agency
11 arising from the Contract shall be brought within 180 calendar days from the date of final
12 acceptance (Section 1-05.12) of the Contract by the Contracting Agency; and it is further
13 agreed that any such claims or causes of action shall be brought only in the Superior Court
14 of the county where the Contracting Agency headquarters is located, provided that where an
15 action is asserted against a county, RCW 36.01.050 shall control venue and jurisdiction.
16 The parties understand and agree that the Contractor's failure to bring suit within the time
17 period provided, shall be a complete bar to any such claims or causes of action. It is further
18 mutually agreed by the parties that when any claims or causes of action which the
19 Contractor asserts against the Contracting Agency arising from the Contract are filed with
20 the Contracting Agency or initiated in court, the Contractor shall permit the Contracting
21 Agency to have timely access to any records deemed necessary by the Contracting Agency
22 to assist in evaluating the claims or action.
23

24 **1-09.13(3)A Administration of Arbitration**
25 **(January 19, 2022 APWA GSP)**
26

27 *Revise the third paragraph to read:*
28

29 The Contracting Agency and the Contractor mutually agree to be bound by the decision of
30 the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in
31 the Superior Court of the county in which the Contracting Agency's headquarters is located,
32 provided that where claims subject to arbitration are asserted against a county, RCW
33 36.01.050 shall control venue and jurisdiction of the Superior Court. The decision of the
34 arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use
35 the Contract as a basis for decisions.
36

37 **1-09.13(4) Venue for Litigation**
38 **(January 19, 2022 APWA GSP)**
39

40 *Revise this section to read:*
41

42 Litigation shall be brought in the Superior Court of the county in which the Contracting
43 Agency's headquarters is located, provided that where claims are asserted against a county,
44 RCW 36.01.050 shall control venue and jurisdiction of the Superior Court. It is mutually
45 agreed by the parties that when litigation occurs, the Contractor shall permit the Contracting
46 Agency to have timely access to any records deemed necessary by the Contracting Agency
47 to assist in evaluating the claims or action.
48

49 **END OF SECTION**

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.1 General**

4
5 **1-10.1(2) Description**
6 **(July 22, 2019 Tacoma GSP)**
7

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

9
10 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times except
11 when Work requires closure(s) that have been requested and approved in accordance with
12 section 1-10.2(2).
13

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

15
16 Approved lane and ramp closures shall be for the minimum time required to complete the
17 Work.
18

19 *This section is supplemented with the following:*

20
21 Only uniformed off-duty police officers shall be used to control traffic when it is necessary to
22 override or provide traffic control at signalized intersections. Off-duty City of Tacoma Police
23 Department officers are preferred within the jurisdiction of the Tacoma PD, and the
24 Contractor shall grant the Tacoma PD the "first right of refusal" by contacting the Tacoma
25 PD first as stated below.
26

27 The City will make all necessary temporary adjustments to existing traffic signals and traffic
28 signal activators.
29

30 Existing signs shall not be removed until the Contractor has provided for temporary
31 measures sufficient to safeguard and direct traffic after existing signs have been removed.
32 Preservation of temporary traffic control and street name signs shall be the sole
33 responsibility of the Contractor.
34

35 As the work progresses and permits, temporarily relocated and/or removed traffic signs shall
36 be reset in their permanent location. Permanent signs and other traffic control devices
37 damaged or lost by the Contractor shall be replaced or repaired at the Contractor's expense.
38

39 **1-10.2 Traffic Control Management**

40
41 **1-10.2(1) General**
42 **(January 10, 2022 Tacoma GSP)**
43

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

45
46 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the
47 State of Washington. The Traffic Control Supervisor shall be certified by one of the
48 following:
49

50 The Northwest Laborers-Employers Training Trust
51 27055 Ohio Ave.
52 Kingston, WA 98346
53 (360) 297-3035
54 <https://www.nwlett.edu>

1 Evergreen Safety Council
2 12545 135th Ave. NE
3 Kirkland, WA 98034-8709
4 1-800-521-0778
5 <https://www.esc.org>
6

7 The American Traffic Safety Services Association
8 15 Riverside Parkway, Suite 100
9 Fredericksburg, Virginia 22406-1022
10 Training Dept. Toll Free (877) 642-4637
11 Phone: (540) 368-1701
12 <https://altssa.com/training>
13

14 Integrity Safety
15 13912 NE 20th Ave.
16 Vancouver WA 98686
17 (360) 574-6071
18 <https://www.integritysafety.com>
19

20 US Safety Alliance
21 (904) 705-5660
22 <https://www.ussafetyalliance.com>
23

24 K&D Services Inc.
25 2719 Rockefeller Ave.
26 Everett, WA 98201
27 (800) 343-4049
28 <https://www.kndservices.ne>
29

30 **1-10.2(2) Traffic Control Plans**
31 **(*****)**
32

33 *This section is supplemented with the following:*
34

35 The City of Tacoma Traffic Control Handbook with traffic control templates is provided in an
36 Appendix to the Special Provisions. It can also be found online at
37 [Traffic_Control_Handbook.pdf](#). Traffic Control plans shall be submitted and approved by the
38 City for each work site prior to any work occurring at the site.
39

40 **1-10.3 Traffic Control Labor, Procedures, and Devices**
41

42 **1-10.3(1) Traffic Control Labor**
43 **(*****)**
44

45 *The first paragraph is revised to read:*
46

47 The Contractor shall furnish all personnel for flagging and spotting, for the execution of all
48 procedures related to temporary traffic control and for the setup, maintenance and removal
49 of all temporary traffic control devices and construction signs necessary to control vehicular,
50 bicycle, and pedestrian traffic during construction operations.
51
52
53

1 *Section 1-10.3(1)A is revised to read:*

2
3 **1-10.3(1)A Flaggers and Spotters**

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

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

7
8 **Spotters**

9
10 The Contractor shall provide a spotter where needed and when indicated on the plans
11 and/or within these Specifications. The spotters sole duties are as follows: the spotter shall
12 walk ahead of the construction vehicle in the direction of vehicle travel to insure no student
13 or other pedestrians are in the path of vehicle travel, as well as exclusively assisting with the
14 navigation of pedestrians through, around, adjacent to, and/or through the work zone or
15 adjoining traffic control areas as indicated in the traffic control plans or as directed to do so
16 on-site. In the course of these responsibilities, the spotter shall signal the vehicle to stop
17 should a student or other pedestrian be in the immediate path of the vehicle. The vehicle
18 shall remain stopped under the direction of the spotter until all pedestrians are out of the
19 immediate path of the vehicle. Spotters shall assist pedestrians through the construction
20 zone as needed.

21
22 **1-10.3(1)B Other Traffic Control Labor**

23 **(*****)**

24
25 *This section is revised to read:*

26
27 In addition to flagging duties, the Contractor shall provide personnel for all other traffic
28 control procedures required by the construction operations and for the labor and equipment
29 to install, maintain, and remove any traffic control devices shown on Traffic Control Plans.

30
31 **1-10.3(3)A Construction Signs**
32 **(January 11, 2006 Tacoma GSP)**

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

35
36 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer
37 deems to be unacceptable while their use is required on the project shall be replaced by the
38 Contractor at their expense.

39
40 **1-10.3(3)C Portable Changeable Message Sign**
41 **(August 4, 2010 Tacoma GSP)**

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

44
45 Portable Changeable Message Signs shall be required on arterials streets where
46 construction occurs for durations longer than seven (7) calendar days. Signs shall be solar
47 charged and programmable. Signs shall be provided a minimum of seven (7) calendar days
48 prior to construction and remain through the duration of the construction on the arterial
49 street. Signs shall be provided on each end of the arterial street construction zone notifying
50 oncoming traffic of the construction conditions. All costs associated with providing and
51 maintain the signs for the required duration shall be included in the proposal item, "Project
52 Temporary Traffic Control", per lump sum.

1 **1-10.4 Measurement**

2
3 **1-10.4(1) Lump Sum Bid for Project (No Unit Items)**
4 **(*****)**

5
6 *This section is revised to read:*

7
8 When the Bid Proposal contains the items "Arterial Site Temporary Traffic Control" and
9 "Residential Site Temporary Traffic Control", there will be no measurement of unit items for
10 Work defined by Section 1-10 except as described in Section 1-10.4(3). Also, except as
11 described in Section 1-10.4(3), all of Sections 1-10.4(2) and 1-10.5(2) are deleted.

12
13 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
14 **(January 11, 2006 Tacoma GSP)**

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

17
18 No unit of measure will apply to the position of Traffic Control Supervisor and it will be
19 Tconsidered included in other unit contract prices in the Bid Proposal.

20
21 **1-10.5 Payment**

22
23 **1-10.5(1) Lump Sum Bid for Project (No Unit Items)**
24 **(*****)**

25
26 *This section supplemented with the following:*

27
28 "Arterial Site Temporary Traffic Control", per each

29
30 "Residential Site Temporary Traffic Control", per each

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

39
40 The per each Contract payment includes all traffic control for each work site regardless of
41 the number of street frontages, traffic control plans or working days utilized by the
42 Contractor for each site.

43
44 **END OF SECTION**

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

3
4 **2-01.1 Description**

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

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

15
16 **2-01.2 Disposal of Usable Material and Debris**

17
18 *The second paragraph is revised to read:*

19
20 The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

21
22 **2-01.3 Construction Requirements**

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.

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

10
11 *Add the following section:*

12
13 **2-01.3(1)A Tree Protection**

14
15 Trees not marked for removal or in clearing and grubbing limits shall be protected in
16 accordance with the City of Tacoma standard landscape plans. Protection activities shall
17 include, but are not limited to, use of straight edge buckets for excavation, hand digging
18 where necessary, clean cutting roots that need removal, root shaving, installing wire mesh
19 and fencing, protecting cut roots.

20
21 *Add the following section:*

22
23 **2-01.3(5) Definition of Vegetation**

24
25 A "tree" is defined as any self-supporting, woody perennial plant having a main stem (trunk)
26 and which normally attains a height of at least ten (10) feet at maturity.

27
28 A "shrub" is defined as any woody perennial plant which normally attains a height of less
29 than ten (10) feet at maturity and which can be construed to have some landscape value.

30
31 "Brush" is defined as any perennial vegetation which normally attains a height of ten (10)
32 feet or less at maturity, which is not maintained as part of a landscape feature, which is
33 "volunteer" growth or which exists in a naturalized state. Examples include but are not
34 limited to stands of blackberries and scotch broom.

35
36 **2-01.5 Payment**

37 (*****)

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

40
41 All costs associated with clearing and grubbing on this project shall be included in the unit
42 contract price of other items of work in the bid proposal. Clearing and grubbing shall include
43 all necessary sod removal, root removal for trees that have been removed, shrub removal,
44 pruning of adjacent shrubs and overhanging limbs that effect the construction of the new
45 sidewalk for each site.

46
47
48 **END OF SECTION**
49

1 **2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS**
2 **(December 9, 2005 Tacoma GSP)**

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

5
6 *This section is deleted.*

7
8
9 **END OF SECTION**
10
11

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 **2-03.5 Payment**
17

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

20 "Excavation of Contaminated Material, Incl. Haul", per cubic yard.
21

22 An estimated amount is entered into the bid proposal for "Excavation of Contaminated
23 Material, Incl. Haul" only to provide a common Proposal for Bidders. The actual quantity to
24 be used will be verified by the Engineer at the time of construction. The unit Contract price
25 per cubic yard for "Excavation of Contaminated Material, Incl. Haul" shall be full
26 compensation for all costs incurred for excavating, loading, placing, disposal and haul to LRI
27 Landfill, located at 30919 Meridian Street East, Graham, WA or an approved licensed solid
28 waste disposal facility.
29
30

31 **END OF SECTION**
32
33

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

2-14 PAVEMENT REMOVAL
(March 17, 2003 Tacoma GSP)

2-14.1 Description

The Work described in this section includes the removing and disposal of pavement surfaces identified on the Plans or as marked in the field

2-14.2 Pavement Classification

Removal of pavement will be according to type and class based on composition and thickness, as defined below:

Type I	Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III.
Type II	Pavement removal required for the placing of utilities at greater and varying depths, such as sewers.
Type III	Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.
Class A2	Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less.
Class A4	Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between two inches and four inches.
Class A8	Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches.
Class C6	Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer.
Class C12	Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.
Class CA	Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete pavement or, cement concrete base, and for which the total combined thickness of the pavement averages between six inches and twelve inches.
Class H	Class H pavement removal shall apply to early type pavement of a cement concrete base with a brick or cobblestone surface and potentially an additional layer of asphalt concrete pavement for which the total

combined thickness of the pavement averages between ten inches and twenty inches.

2-14.3 Construction Requirements

Care shall be taken in removing concrete to prevent overbreakage or damage to portions of the existing pavement which are to remain. Before concrete removal begins, a vertical full depth saw cut shall be made between any existing sidewalk that is to remain and the portion to be removed at the perimeter of the removal limits.

All final meet lines shall be sawcut.

Where monolithic cement concrete pavement and curb are being removed, the curb removal shall be considered as pavement removal, and the measurement for payment will be to the back of the curb.

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

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

In the event a pavement averages more than the maximum thickness specified for its class, an additional payment will be made to cover the extra thickness removed by a proportional conversion into additional square yards.

2-14.4 Measurement

Pavement removal will be measured per square yard.

Type I pavement removal will be measured in its original position through the use of survey techniques.

2-14.5 Payment

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

"Remove Existing Pavement, Asphalt", per square yard

"Remove Existing Pavement, Asphalt" shall include all costs to remove pavement of all Types in Classes A2, A4, and A8 as defined in this section.

"Remove Existing Pavement, Concrete", per square yard

"Remove Existing Pavement, Concrete" shall include all costs to remove pavement of all Types in Classes C6, C8, and C12 as defined in this section.

1 The unit Contract price per square yard shall be full payment for all materials, equipment,
2 and labor to remove the existing pavement types and classes within the limits noted in
3 Appendix A and marked out in the field and/or as directed by the Engineer. No extra
4 payment will be made for pavements of differing classes and types. All costs associated with
5 saw cutting meet lines shall be included in the unit Contract price for pavement removal..
6

7 **END OF SECTION**
8
9

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 "Remove Curb" shall include all costs to remove curb of all Types and Classes defined in
48 this section.
49

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

5

END OF SECTION

6

7

1 **2-17 CONTROL AND MANAGEMENT OF CONTAMINATED MATERIALS IN TACOMA**
2 **SMELTER PLUME**
3 **(June 3, 2014 Tacoma GSP)**
4

5 **2-17.1 Description**
6

7 **2-17.1(1) General**
8

9 Contaminated soils with concentrations of arsenic (As) and lead (Pb) exceeding the levels
10 listed in the Washington State Models Toxics Control Act (MTCA) cleanup regulations
11 (Chapter 173-340 WAC) have been encountered in Tacoma north of 6th Avenue. The
12 Contractor shall operate within and meet all applicable laws and regulations associated with
13 working with regulated materials encountered during excavation activities. The Contractor is
14 notified of the existence of cleanup standards for site soils developed according to the
15 MTCA.
16

17 The Contractor is advised to review the applicable Washington Administrative Codes
18 (WAC), Washington Department of Ecology (DOE), Washington State Department of Health
19 (DOH), MTCA and Asarco Reports.
20

21 Websites for further information:

22
23 WAC: <http://apps.leg.wa.gov/wac/> (Title 173-303 & 173-340)
24

25 DOH: <http://www.doh.wa.gov/>
26

27 DOE: <http://www.ecy.wa.gov/>
28

29 MTCA: <http://www.ecy.wa.gov/pubs/9406.pdf>
30

31 Public Health Seattle and King County:
32 <http://www.kingcounty.gov/healthservices/health/ehs/toxic/ArsenicLead.aspx>
33

34 Pierce County Health Department:
35 <http://www.tpchd.org/index.php>
36

37 Environmental Protection Agency, Asarco Smelter Cleanup:
38 <http://www.epa.gov/region10>
39

40 Agency for Toxics Substances and Disease Registry, Facts on Arsenic:
41 <http://www.atsdr.cdc.gov/tfacts2.html>
42

43 Centers for Disease Control, Facts on Lead:
44 <http://www.cdc.gov/nceh/lead/publications/1997/factlead.htm>
45

46 Department of Health, Drinking Water:
47 <http://www.doh.wa.gov/ehp/dw>
48
49
50

1 **2-17.1(2) Site Description**

2
3 **2-17.1(2)A Historical Land Use**

4
5 The Tacoma smelter opened in 1890 as a lead smelter. Asarco purchased it in 1905 and
6 converted it to copper smelting in 1912. The smelter operated for nearly 100 years, closing
7 in 1986. The smelter specialized in processing ores with high arsenic concentrations.

8
9 The smelter used a 562 foot smokestack. The chemicals in the smoke from the stack were
10 carried out by the wind, and settled to the ground over a 1,000 square mile area. Much of
11 the soil in King and Pierce Counties has been contaminated with arsenic and lead. Arsenic
12 is a human carcinogen, and lead can cause development disabilities. The Department of
13 Ecology and state and local health departments are concerned about potential health risks
14 to people exposed to the contamination.

15
16 **2-17.1(3) Soil Management**

17 (*****)

18
19 Contaminated soils resulting from the ASARCO Plume fall out is possible within the project
20 limits. The Contractor shall load any contaminated export material directly into trucks and
21 dispose of the contaminated materials at LRI Landfill, located at 30919 Meridian Street East,
22 Graham, WA or a licensed solid waste disposal facility. A Waste Disposal Authorization
23 (WDA) for LRI shall be supplied to the Contractor at the beginning of the Construction
24 Activities. The Contractor shall follow all provisions of the WDA.

25
26 **2-17.1(4) Submittals**

27
28 This paragraph lists submittals required for this project area. Other submittals will be as
29 required.

- 30 1. **Health and Safety Plan** – Section 2-17.2(2).
31 2. **Resume of Site Health and Safety Officer** – Section 2-17.2(3).
32 3. **Manifest Package and Supporting Analytical Data** – Section 2-17.3(2)D
33 4. **Soil Management Plan** – Section 2-17.2(5)
34 5. **Contractor and/or Subcontractor Environmental Qualifications**

35
36 **2-17.2 Health and Safety**

37
38 The Contractor shall be responsible for the health and safety conditions at the job site
39 related to the regulated substances. This includes the health and safety of workers and
40 public during work and non-working hours. The Contractor shall inform all workers and
41 visitors of the potential for exposure to regulated materials. The Contractor shall follow
42 regulatory procedures to prevent the release of contamination.

43
44 Contaminated material excavated during the project is considered solid waste. The
45 Contractor's Health and Safety Plan shall specify training requirements for the site, including
46 24, 48, or 80 hour training OSHA training as referenced in WAC 296 843 20010, if
47 applicable. The Contractor shall be responsible for all training costs.

1 **2-17.2(1) Health and Safety Laws and Regulations**

2
3 For all work conducted within the limits of this project site, the Contractor shall ensure
4 compliance with all applicable health and safety provisions for hazardous waste operations,
5 including requirements of the Federal Occupation Safety and Health Act of 1970 (OSHA)
6 and all amendments, including 29 CFR Part 1910, WAC 296-843, as well as any other
7 applicable regulations. Failure to be thoroughly familiar with applicable health and safety
8 provisions shall not relieve the Contractor of the responsibility to fully comply with all laws
9 and regulations.

10
11 **2-17.2(2) Health and Safety Plan**

12
13 The Site Health and Safety Plan shall be prepared in accordance with WAC 173-340-810.
14 The Contractor shall develop a written Site Health and Safety Plan to be used for the
15 duration of the project. The plan shall incorporate all required city, county, state, and federal
16 health and safety provisions. The plan shall be submitted to the City within ten (10) working
17 days after execution of the contract. The Contractor is advised that the City will review the
18 Site Health and Safety Plan, but the Contractor is solely responsible for ensuring that the
19 Site Health and Safety Plan is implemented in accordance with the regulatory requirements.
20 At least one copy of the plan shall be maintained at the work site. A properly qualified
21 individual shall be assigned to serve as the Site Health and Safety Officer, authorized to
22 supervise and enforce compliance with the plan. The Health and Safety Officer shall be
23 responsible for monitoring the work area for health hazards including sampling of the air,
24 soil, and water as required to ensure worker safety.

25
26 All provisions of the Site Health and Safety Plan shall apply to the Contractor,
27 Subcontractors, and all other visitors to the site. Approved Subcontractors may elect to
28 develop a site-specific plan, but this shall not relieve the Contractor of the requirements and
29 responsibilities described herein. The terms and provisions of a Subcontractor's site-
30 specific plan shall meet or exceed the Contractor's plan and shall be submitted to the City or
31 its agents prior to the Subcontractor commencing work.

32
33 The Site Health and Safety Plan shall comply with all applicable regulations and shall
34 include, but not be limited to:

- 35
36 1. A list of chemical hazards and physical hazards, allowable OSHA exposure
37 levels, threshold limit values, and all other regulatory exposure levels.
38
39 2. If 24, 48, or 80 hour training is required by the Site Health and Safety Plan,
40 then the Contractor shall provide a list of all persons, by work category/type,
41 who will be trained. Photocopies of the employee's training certificates shall
42 be submitted to the Contracting Agency.
43
44 3. Engineering controls, work practices, personnel and equipment
45 decontamination procedures, and types of personal protective equipment to
46 be used.
47
48 4. A list of safety and monitoring equipment to be kept at the job site and its
49 storage location. A record of monitoring equipment calibration shall be
50 maintained.
51

5. A list of required health and safety information to be documented.
6. An emergency evacuation plan for immediate removal to the nearest hospital or doctor's care for any person who may be injured on the job site. It shall include evacuation routes to medical treatment and emergency telephone numbers for hospitals, ambulances, police and fire departments, poison control, and the City of Tacoma.

In the event the Health and Safety Plan is determined by a regulatory agency to be inadequate to protect the employees and the public, then the Plan shall be modified by the Contractor at the Contractor's sole expense.

2-17.2(3) Health and Safety Officer

The Contractor shall appoint a Site Health and Safety Officer for the project. The Health and Safety Officer must meet the requirements contained in 29 CFR Part 1910 and Chapter 296-62 WAC and who is qualified by experience and training in hazardous waste operations in accordance with other applicable laws, regulations, and requirements of this Section. The Site Health and Safety Officer shall be qualified and authorized to monitor, supervise, and enforce safety compliance with the Site Health and Safety Plan. A resume of the Site Health and Safety Officer's qualifications shall be submitted to the City for review within five (5) working days of receiving the Notice to Proceed. The Site Health and Safety Officer shall be on site at all times when work operations involve excavation and trenching or at other times when the potential for encountering hazardous substances exists as identified as contaminated soil in the Plans and Section 2-17.

The Contractor shall be solely responsible for identification and monitoring of air (gases), soil, dust, and groundwater with chemical constituents that could pose health and safety concerns to site personnel. The Contractor shall provide for the protection of safety and health of all workers and other authorized persons, including the City and its agents at the jobsite from exposure to potentially hazardous substances.

The Contractor shall be solely responsible for ensuring that all necessary monitoring equipment, protective clothing, and other supplies and equipment up to the appropriate level of protection as defined by WISHA, OSHA, and other applicable guidelines are available to implement the plan. No work shall take place in areas where hazardous substances may potentially be present unless the Site Health and Safety Officer is present and monitoring site conditions.

The Contractor, through the Site Health and Safety Officer, shall not permit any employee, in the performance of the Contract, to work under conditions which are hazardous to the employee. Should violations of the safety and health requirements be called to the Site Health and Safety Officer's attention by the City, its agent, or any authorized representative of a regulator agency, then the Contractor shall immediately correct the identified conditions.

2-17.2(4) Contractor Safety Equipment

The Contractor shall maintain, at the job site, first-aid and safety equipment applicable to the work as prescribed by the governing safety authorities. All required safety equipment shall be kept in fully operational condition for the duration of the contract.

1 All personnel shall be trained in the use of the appropriate safety equipment that would be
2 utilized during the course of their work. The Site Health and Safety Officer shall ascertain
3 that the safety equipment is being used when appropriate and/or required.

4 5 **2-17.2(5) Soil Management Plan**

6
7 The Contractor shall submit a detailed plan for management of all excavated soils. The plan
8 shall include excavation, loading, and transporting procedures, dust control procedures, and
9 disposal of contaminated soils.

10 11 **2-17.3(1) Notification**

12
13 The Contractor shall notify the Contracting Agency, in writing, at least ten (10) working days
14 prior to the date that excavation operations are to begin and identify the limits of that
15 excavation. Excavation and sampling shall not take place without a designated
16 representative from the Contracting Agency on site.

17 18 **2-17.3(2) Transportation**

19 20 **2-17.3(2)A General**

21
22 The Contractor shall provide all equipment, personnel, and materials necessary to load and
23 transport waste materials, including contaminated soils and debris, for off-site treatment
24 and/or disposal in accordance with federal, state, and local regulations.

25 26 **2-17.3(2)B Control of Waste Material**

27
28 Vehicles used by the Contractor to transport waste materials shall be properly designed,
29 equipped, and maintained to prevent the loss of materials during transport. The following
30 requirements shall be met for all vehicles transporting waste materials from the site:

- 31
- 32 1. No soil from the site shall adhere to the outside of the surface of the vehicle
33 (including tires and undercarriage).
 - 34
 - 35 2. No liquids shall be leaking or dripping from the vehicles.
 - 36
 - 37 3. Any and all waste materials shall be covered with tarpaulin or otherwise completely
38 enclosed to prevent loss of materials from the vehicle during transport.
 - 39

40 If leaking or dripping from transport vehicles occurs, the Contracting Agency may direct the
41 Contractor to use liners or other means to prevent dripping and leaking. The Contractor
42 shall implement such measures, as directed by the Contracting Agency, at the Contractor's
43 sole expense.

44 45 **2-17.3(2)C Street Sweeping**

46
47 The Contractor shall sweep those streets within the project when truck traffic carries soil
48 from the site into the street. Street sweeping shall be conducted in such a way as to not
49 generate visible dust. Material collected from street sweeping shall be disposed of in a legal
50 manner at an off-site location and be included in the street cleaning bid item.

1 **2-17.3(2)D Transportation and Shipping Requirements**

2
3 The Contractor shall be responsible for obtaining permits and authorizations necessary to
4 use the selected haul routes. The Contractor shall use United States DOT regulations, 49
5 CFR 172.101 to identify proper shipping names for each hazardous material (including
6 Dangerous Waste) to be shipped off site. Proper shipping names shall be submitted to the
7 Contracting Agency in the form of draft shipping documents for review and comment.
8

9 The Contractor shall ensure that each shipment of material sent off site is accompanied by
10 the appropriate shipping documents. The Contractor shall prepare a bill of lading for each
11 shipment of regulated material which does not require a hazardous waste manifest. The bill
12 of lading shall satisfy the requirements of United States DOT regulations, 49 CFR 172
13 Subpart C and any applicable state or local law or regulation, and shall be submitted to the
14 Contracting Agency for review. The Contractor shall be responsible for completing the
15 shipping documents and obtaining the signatures of the Contracting Agency as needed.
16

17 **2-17.3(3) Off-site Treatment and Disposal**

18
19 The Contractor shall provide documentation of legal disposition including trip tickets and
20 Certificates of Disposal.
21

22 **2-17.4 Measurement**

23
24 No specific measurement shall apply to the lump sum item of Contaminated Soil; Health,
25 Safety and Soil Management.
26

27 **2-17.5 Payment**

28
29 Payment will be made in accordance with Section 1-04.1 for each of the following Bid Items
30 that are included in the Proposal:
31

32 "Contaminated Soil; Health, Safety and Soil Management", per lump sum.
33

34 This bid item shall include costs for the Health and Safety Plan, Health and Safety Officer
35 and the Soil Management Plan.
36

37 Health and safety training, safety equipment and practices, dust control, efficiency losses to
38 other Contract items caused by handling contaminated materials, and other Work required
39 to comply with this specification not specifically identified in a Bid item shall be considered
40 incidental to the work to comply with this Section and all costs therefore shall be included in
41 the Contract prices for the payment items involved and included in the Proposal.
42

43
44 **END OF SECTION**
45
46

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 a. The Contracting Agency shall not be required to perform statistical analysis of
16 any acceptance test results.
- 17 b. Quantities for sublots and lots shall be as determined by the Engineer. If test
18 results are found not to be within specification requirements, additional testing as
19 needed to determine a CPF may be performed.
- 20 c. The Contracting Agency shall not be required to make price adjustments based
21 on 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 1. Hamburg Wheel track Test and Section 9-03.8(2), or
- 51 2. Tensile Strength Ratio (TSR) Test per AASHTO T 283, or
- 52 • Previous WSDOT Lab mix design verification test data and stripping
53 evaluation, per the Engineer's discretion and as stated below.

1
2 With the HMA mix design submittal the Contractor shall provide one of the following mix
3 design verification certifications for Contracting Agency review:

- 4 6. The WSDOT Mix Design Evaluation Report from the current WSDOT QPL, or
5 one of the mix design verification certifications listed below.
6 7. The proposed HMA mix design on WSDOT Form 350-042 with the seal and
7 certification (stamp & signature) of a valid licensed Washington State
8 Professional Engineer.**
9 1. The Mix Design Report for the proposed HMA mix design developed by a
10 qualified City or County laboratory that is within one year of the approval date.**
11

12 **The mix design shall be performed by a lab accredited by a national authority such as
13 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The Construction
14 Materials Engineering Council (CMEC's) ISO 17025 or AASHTO Accreditation Program
15 (AAP) and shall supply evidence of participation in the AASHTO resource proficiency
16 sample program.
17

18 At the discretion of the Engineer, the Contracting Agency may accept verified mix designs
19 older than 12 months from the original verification date with a certification from the
20 Contractor that the materials and sources are the same as those shown on the original mix
21 design.
22

23 For the use of Commercial HMA, the Contractor shall select a class of HMA and design level
24 of Equivalent Single Axle Loads (ESAL's) appropriate for the required use. Commercial
25 HMA can be accepted by a Contractor certificate of compliance letter stating the material
26 meets the HMA requirements defined in the Contract.
27

28 **5-04.2(2)B Using HMA Additives** 29 **(April 1, 2018 Tacoma GSP)**

30 *This section is revised to read:*
31

32 The Contractor may, at the Contractor's discretion, elect to use additives that reduce the
33 optimum mixing temperature or serve as a compaction aid for producing HMA. Additives
34 include organic additives, chemical additives and foaming processes. The use of Additives
35 is subject to the following:
36

- 37 2. Do not use additives that reduce the mixing temperature in the production of
38 High RAP/Any RAS mixtures.
39
40 3. Before using additives, obtain the Engineer's approval using WSDOT Form
41 350-076 to describe the proposed additive and process.
42

43 **5-04.3 Construction Requirements** 44

45 **5-04.3(2) Paving Under Traffic** 46 **(April 1, 2018 Tacoma GSP)**

47 *The second paragraph is supplemented with the following:*
48

49 No traffic shall be allowed on any newly placed pavement without the approval of the
50 Engineer.
51

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.

2. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF shall be performed.
3. 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.
4. 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

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

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

7
8 **5-04.3(10)B HMA Compaction - Cyclic Density**
9 **(April 1, 2018 Tacoma GSP)**

10 *This section is deleted.*

11
12 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**
13 **(April 1, 2018 Tacoma GSP)**

14 *This section is deleted.*

15
16 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**
17 **(April 1, 2018 Tacoma GSP)**

18 *The title of this section is revised to read:*

19 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

20 *The second paragraph is revised to read:*

21
22 Compaction tests will be performed at a minimum of 5 various locations, as determined by
23 the Engineer, for each 400 tons placed. The locations will be determined by the stratified
24 random sampling procedure conforming to WSDOT Test Method T 716. For an area in
25 progress with a CPF less than 0.75, a new compaction sequence will begin at the
26 Contractor's request after the Project Engineer is satisfied that material conforming to the
27 Specifications can be produced. The Compaction Test Procedures will be provided to the
28 Contractor by the Contracting Agency at the Pre-Construction Conference or a Pre-Paving
29 Meeting, prior to the placement of HMA material on site.

30
31 *This section is supplemented with the following:*

32
33 Cores may be used as an addition to the nuclear density gauge tests. When cores are
34 taken by the Engineer at the request of the Contractor, the request shall be made by noon of
35 the first working day following placement of the mix. The Engineer shall be reimbursed for
36 the coring expenses.

37
38 The Engineer will inform the Contractor of field compaction test results as work is being
39 performed. Formal Test Report(s) will be provided to the Contractor within 3 Working Days.

40
41 HMA for preleveling shall be compacted to the satisfaction of the Engineer.

42
43 **5-04.4 Measurement**
44 **(*****)**

45 *The first paragraph is revised to read:*

46
47 HMA CI. ____ PG ____, HMA for ____ CI. ____ PG ____, and Commercial HMA will be measured by
48 the square yard in accordance with Section 1-09.2, with no deduction being made for the
49 weight of asphalt binder, blending sand, mineral filler, anti-stripping additive, or any other
50 component of the mixture; and the measurement shall include finished driveway and
51 approach, asphalt wedge curbs and thickened edges in accordance with the Plans or as

1 directed by the Engineer. If the Contractor elects to remove and replace mix as allowed in
2 Section 5-04.3(11), the material removed will not 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 No specific unit of measure will apply to anti-stripping additive, which shall be included in the
12 measurements for the HMA items that are included in the Proposal.

13
14 **5-04.5 Payment**

15 **(*****)**

16 *Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment"*
17 *are deleted.*

18
19 *The following pay items for HMA are revised to read:*

20
21 "HMA Cl. ____ PG ____", per square yard.

22
23 The unit Contract price per ton for "HMA Cl. ____ PG ____" and "HMA for ____ Cl. ____ PG ____"
24 shall be full payment for all costs incurred to carry out the requirements of Section 5-04,
25 including coring and testing, and shall include anti-stripping additive, asphalt wedge curbs,
26 thickened edges, curb drains, and connection to existing drains in accordance with the
27 Contract. Any costs that are already included in other Bid items in the Proposal shall not be
28 included in the unit Contract prices per square yard for these HMA Bid items. The
29 Contractor shall also include all costs associated with excavating for driveways and
30 approach, including haul and disposal regardless of the depth.

31
32 "Cold Plant Mix for Temporary Pavement Patch", per ton.

33
34 The unit Contract price for "Cold Plant Mix for Temporary Pavement Patch" shall be full pay
35 for all labor, equipment, and materials required to furnish and install; maintain; and remove
36 and dispose of the temporary patch.

37
38 Temporary pavement patches placed between October 1st and March 31st shall be HMA Cl.
39 ½" PG 58H-22.

40
41 **END OF SECTION**
42
43

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 **7-02 CULVERTS**
2 **(April 1, 2012 Tacoma GSP)**

3
4 **7-02.2 Materials**

5
6 *This section is supplemented with the following:*
7

8 A culvert pipe with beveled ends shall be placed under curb ramps to ensure existing
9 drainage where indicated in the plans or as directed by the Engineer in the field.

10
11 **7-02.3 Construction Requirements**
12

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

15 The culvert pipe shall be placed under the ramp to maintain existing drainage. The pipe
16 shall extend on both sides a minimum of two feet from the edge of the ramp and be beveled
17 on each end. Quarry Spalls shall be placed at each end of the pipe or as directed by the
18 Engineer.

19
20 After placement of any culvert pipe the Engineer may direct the Contractor to reshape
21 and/or excavate a portion of the existing ditch beyond the end of the pipe to maintain
22 positive drainage and restoration.

23
24 **7-02.5 Payment**
25

26 *This section is supplemented with the following:*
27

28 "D.I. Culvert Pipe, ____-In. Diam." per linear foot.
29

30 The unit contract price for "D.I. Culvert Pipe, ____-In. Diam." per linear foot shall be full pay
31 for all labor, materials, and equipment necessary to install the pipe as shown in the plans
32 and as described in these specifications including, but not limited to, excavation, haul,
33 disposal of extra material, backfill, bedding, and beveling. Quarry Spalls shall be paid in
34 accordance with Section 8-15. Re-grading beyond the ends of the pipe shall be paid in
35 accordance with Section 8-02.
36
37
38
39

40 **END OF SECTION**
41

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 Construction Requirements**
12

13 **8-01.3(1) General**
14

15 **8-01.3(1)A Submittals**
16

17 *This section is revised to read:*
18

19 The Contractor shall adopt or modify a Temporary Erosion and Sediment Control (TESC)
20 Plan and Stormwater Pollution Prevention Plan (SWPPP) Report completed by the City in
21 Appendix C. The Contractor shall include an implementation schedule for the TESC Plan
22 and SWPPP and incorporate this implementation schedule into the Contractor's progress
23 report. The SWPPP and implementation schedule shall be submitted in accordance with 1-
24 05.3 and 1-08.3
25

26 TESC Plans and SWPPP Reports that are modified by the Contractor shall be reviewed and
27 approved by the Project Engineer before implementation. The Contractor shall allow 5
28 working days for the Project Engineer to review any original or revised TESC Plans or
29 SWPPP reports. Failure to approve all or part of any such Plan shall not make the
30 Contracting Agency liable to the Contractor for any Work delays.
31

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

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

44 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**
45

46 *This section is revised to read:*
47

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

1 Washington State Department of Ecology. The CESCL or CPESC shall be listed on the
2 Emergency Contact List required under Section 1-05.13(1).
3 The CESCL or CPESC shall direct implementation of the measures identified in the SWPPP
4 and as shown on the TESC plan. Implementation shall include, but is not limited to the
5 following:
6

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

36
37 Upon request, the file shall be provided to the Engineer for review.
38

39 **8-01.3(1)C Water Management**

40

41 *This section is revised to read:*
42

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

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
Chewings or Annual Bluegrass <i>Festuca rubra var. commutate or Poa annua</i>	40
Perennial Rye <i>Lolium perenne</i>	50
Redtop or Colonial Bentgrass <i>Agrostis alba or Agrostis tenuis</i>	5
White Dutch Clover <i>Trifolium repens</i>	5

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 fourth 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 Temporary Mulching**

21
22 *The first paragraph is supplemented with the following:*

23
24 Moderate-Term Mulch shall be applied at a rate of 3,500 lbs. per acre.

25
26 **8-01.3(2)E Tackifiers**

27
28 *This section is supplemented with the following:*

29
30 Organic Tackifier shall be applied at a rate per manufacturer's instructions.

31
32 **8-01.3(8) Street Cleaning**

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

35
36 Street washing with water shall not be permitted.

37
38 **8-01.3(9) Sediment Control Barriers**

39
40 **8-01.3(9)D Inlet Protection**

41
42 *Replace the third paragraph of this section with the following:*

43
44 When the depth of accumulated sediment and debris reaches approximately 1/3 the height
45 of an internal device or 1/3 the height of the external device (or less when so specified by

1 the manufacturer), or as designated by the Engineer, the sediment and debris shall be
2 removed and disposed of per SWMM BMP C220 or as specified on the Plans or within the
3 SWPPP.

4
5 *The section is supplemented with the following:*

6
7 Only bag-type filters are allowed for use in the public right of way.

8
9 **8-01.3(10) Wattles**

10
11 *The fifth and sixth sentences are revised to read:*

12
13 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose soils,
14 in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or 1/2 to 2/3
15 the thickness of the wattle.

16
17 **8-01.4 Measurement**

18
19 **8-01.4(2) Item Bids**

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

22
23 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
24 Prevention Plan (SWPPP)".

25
26 **8-01.5 Payment**

27
28 *This section is supplemented with the following:*

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

33
34 **8-01.5(2) Item Bids**

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

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

42
43
44 **END OF SECTION**
45
46

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) Mulch and 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) Planting**

42
43 **8-02.3(8)C Pruning, Staking, Guying and Wrapping**

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

46
47 Crossed or rubbing branches shall be removed providing the natural shape of the tree is
48 preserved. Under no circumstances shall pruning be done prior to inspection and approval
49 of plants by the Engineer. All cuts shall be made flush with the parent stem leaving no
50 stubs. Pruning cuts shall be made in a manner to favor the earliest possible covering of the

wound by callus growth. Cuts that produce large wounds and weaken the tree will not be acceptable.

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

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

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

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

8-02.3(10) Lawn Installation

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

8-02.3(10)B Lawn Seeding and Sodding

The first paragraph is supplemented with the following:

Lawn Installation with “Low-Growing Turf Seed Mix” shall meet the following:

Type of Seed	% by Weight
Dwarf Tall Fescue (several varieties) <i>Festuca arundinacea</i> var.	45
Dwarf Perennial Rye (Barclay) <i>Lolium perenne</i> var. <i>Barclay</i>	30
Red Fescue <i>Festuca rubra</i>	20
Colonial Bentgrass <i>Agrostis tenuis</i>	5

The rate of application shall be 120 lbs per acre.

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

2
3 Topsoil shall be tilled in accordance with City of Tacoma Standard Plan GSI-01b.
4 On sloped areas, the sod strips shall be laid perpendicular to the flow of water.

5
6 **8-02.3(10)C Lawn Establishment**

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

9
10 Lawn that is replaced shall be of the same mixture and grade as the surviving lawn.

11
12 **8-02.3(11) Mulch**

13
14 **8-02.3(11)B Bark or Wood Chip Mulch**

15
16 *The second sentence of the third paragraph is revised to read:*

17
18 Bark or wood chip mulch shall be feathered to plant material trunks, stems, canes, or root
19 collars, and level with the top of junction and valve boxes, curbs and pavement edges.

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

22
23 Bark or wood chip mulch in accordance with Section 9-14.5(3) shall be applied to a
24 minimum depth of 3 inches at the location indicated on the Plans or as directed by the
25 Engineer.

26
27 **8-02.3(14) Plant Replacement**

28
29 *This section is revised to read:*

30
31 The Contractor shall provide the Contracting Agency a one (1) year non pro-rated, full labor
32 and materials warranty for all planted material. The warranty shall cause the Contractor to
33 remove and replace all rejected plant material during the warranty period. The warranty
34 period shall begin at the date of physical completion of the contract and end one calendar
35 year from that date.

36
37 The Contractor shall be responsible for growing or providing enough plants for replacement
38 of all plant material rejected during the warranty period. All rejected plant material shall be
39 replaced at dates approved by the Engineer.

40
41 All replacement plants shall be of the same species and quality as the plants they replace.
42 Plants may vary in size reflecting one season of growth should the Contractor elect to hold
43 plant material under nursery conditions for an additional year to serve as replacement
44 plants.

45
46 Replacement plants will be subject to the original warranty provision as stated above.

47
48 *Section 8-02.3 Construction Requirements is supplemented with the following:*

1 **8-02.3(17) Site Restoration**

2
3 During the construction of the curb ramps, curb and gutter construction, and sidewalk
4 construction; the Contractor shall replace in kind, including but not limited to: topsoil, plants,
5 wood chip mulch, garden walls, rockery, or irrigation heads/pipes, affected by the work.
6 Each location of work shall be graded to a smooth and even surface, matching existing
7 grades. Grading shall be accomplished to blend the new work with the existing ground lines
8 and to maintain natural drainage courses.
9

10 Topsoil Type C shall be used for in lieu of sod for areas where sod has been removed. Sod
11 removal for the installation of forms shall be kept to a minimum. The topsoil shall be
12 compacted to 85% of maximum dry density. Topsoil shall be mounded 2 inches to account
13 for settling.
14

15 Seeding may be required to limit erosion. Seeding shall be as directed by the Engineer.
16 Seeding cost shall be incidental to the site restoration.
17

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

22 All excess materials shall be removed from the site at the end of each work day.
23

24 **8-02.5 Payment**

25 **(*****)**

26
27 *The pay unit of square yards will be used in lieu of acres.*

28
29 *The last paragraph is deleted.*

30
31 *This section is supplemented with the following:*

32
33 All work to be performed for site restoration will be included in the bids items listed in
34 Section 8-14.5.
35
36

37 **END OF SECTION**
38

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 **(*****)**

3
4 **8-14.3 Construction Requirements**

5
6 **8-14.3(3) Placing and Finishing Concrete**

7 **(*****)**

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

10
11 Curb ramps and sidewalk connections to existing grades shall be designed in field by the
12 Contractor and the Engineer at the locations designated in Appendix A. In general the field
13 design of the curb ramp shall be guided by and conform to City of Tacoma Standard Plans
14 SU-05 through SU-05H. Types listed in Appendix A are intended to indicate possible new
15 ramp type and are not intended to show the exact type or size; actual ramp may include
16 wings, flairs, or pedestrian curbs.

17 *This section is supplemented with the following:*

18
19 The sidewalk may be "ramped" over tree roots. The ramped walk shall not exceed 8 percent
20 maximum running slope. At these locations, the sidewalk expansion joint shall be changed
21 from the standard 15-foot spacing to 5 foot spacing with Lock Joint joints and transition back
22 into the existing sidewalk. The additional cost to "ramp" sidewalks as described in this
23 section shall be considered incidental to the unit contract price for cement concrete
24 sidewalk. Base material required for the construction of the foundation to ramp the cement
25 concrete sidewalk will be measured by the cubic yard including haul as specified in Section
26 4-04.

27
28 The sidewalk may be "offset" around tree roots in an amount specified by the Engineer.
29 Bender board shall be used when offsetting the walk. The additional excavation required to
30 "offset" sidewalk, as described in this section, shall be considered incidental to the
31 applicable unit contract price for cement concrete sidewalk. Base material required for the
32 construction of the foundation to offset the cement concrete sidewalk will be measured by
33 the cubic yard including haul as specified in Section 4-04.

34
35 Monolithic sidewalk shall have an additional surface joint 1/2 inch in depth shall be
36 constructed longitudinally in monolithic curb, gutter and sidewalk for the purposes of
37 delineating the back of the curb. This joint shall be located at 6 inches from the back of
38 sidewalk and shall be continuous for the entire length of the structure.

39
40 **8-14.3(4) Curing**

41
42 *The second sentence is revised to read:*

43
44 Curing shall be in accordance with Section 5-05.3(13).

45
46 *Section 8-14 is supplemented with the following:*

1 **8-14.3(6) Cold Weather Work**

2
3 The following additional requirements for placing concrete shall be in effect from November
4 1 to April 1:

- 5 1. The Engineer shall be notified at least 24 hours prior to placement of concrete.
6 2. All concrete placement shall be completed no later than 2:00 p.m. each day.
7 3. Where forms have been placed and the subgrade has been subjected to frost, no
8 concrete shall be placed until the ground is completely thawed. At that time, the
9 forms shall be adjusted and subgrade repaired as determined by the Engineer.

10
11 **8-14.3(7) Thickened Edge for Sidewalk**

12
13 Thickened edge shall be constructed in accordance with the standard plan.

14
15 **8-14.3(8) Timing**

16
17 Only 10 addresses shall have the sidewalk removed at any one time per assigned crew for
18 this project. A crew is comprised of enough personnel to remove, form, place, finish and
19 provide restoration as required by these contract specifications. Unless otherwise approved
20 by the Engineer, sidewalk removal, installation and ground restoration shall be completed
21 within 5 working days for each address. Should the contractor be unable to properly
22 complete all work at a site within 5 working days, any excavated area shall be backfilled with
23 crushed rock. All costs incurred to backfill and place crushed rock and to remove the
24 crushed rock when opening the site again, shall be at the Contractor's expense.

25
26 **8-14.4 Measurement**

27
28 *The second paragraph is revised to read:*

29
30 Cement concrete curb ramp will be measured per each for the complete curb ramp installed
31 and includes the installation of the detectable warning surface.

32
33 **8-14.5 Payment**

34
35 *The fifth paragraph is revised to read:*

36
37 "Cement Conc. Curb Ramp", per each

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

40
41 The unit Contract price per each for "Cement Conc. Curb Ramp" shall be full pay for the
42 construction of the curb ramp, regardless of type, as specified, including all pedestrian
43 curbs, wings, transitions, flares, ramps and landings, the detectable warning surface, site
44 restoration, erosion control measures, materials, equipment and labor to install the curb
45 ramp. This bid item shall include all curb ramp types.

46
47 *This section is supplemented with:*

48
49 "Cement Conc. Sidewalk, 4 Inch Thickness", per square yard.

50 "Cement Conc. Sidewalk, 6 Inch Thickness", per square yard.

1 The unit Contract price per square yard for "Cement Conc. Sidewalk, 4 Inch Thickness" and
2 "Cement Conc. Sidewalk, 6 Inch Thickness" shall be full pay to replace the existing
3 pavement for the limits marked out in the field or as directed by the Engineer with new
4 sidewalk. This includes work to install Lock Joint joint filler, new sidewalk and site
5 restoration at the respective work location to restore any grass, bark mulch, or other
6 groundcover in kind along with all materials, equipment, and labor to construct new sidewalk
7 in accordance with these Specifications and City of Tacoma Standard Plans or as directed
8 by the Engineer at locations listed in Appendix A.

9
10 All additional costs related to the construction of thickened edges and the adjustment of
11 utility structures located within the sidewalk shall be included in the unit contract cost for
12 "Cement Concrete Sidewalk". Utility structures shall be adjusted to the grade of the new
13 sidewalk or as designated by the Engineer. Concrete shall be flush with the top of the utility
14 structure and the adjacent improvements.

15
16
17 **END OF SECTION**
18

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:*

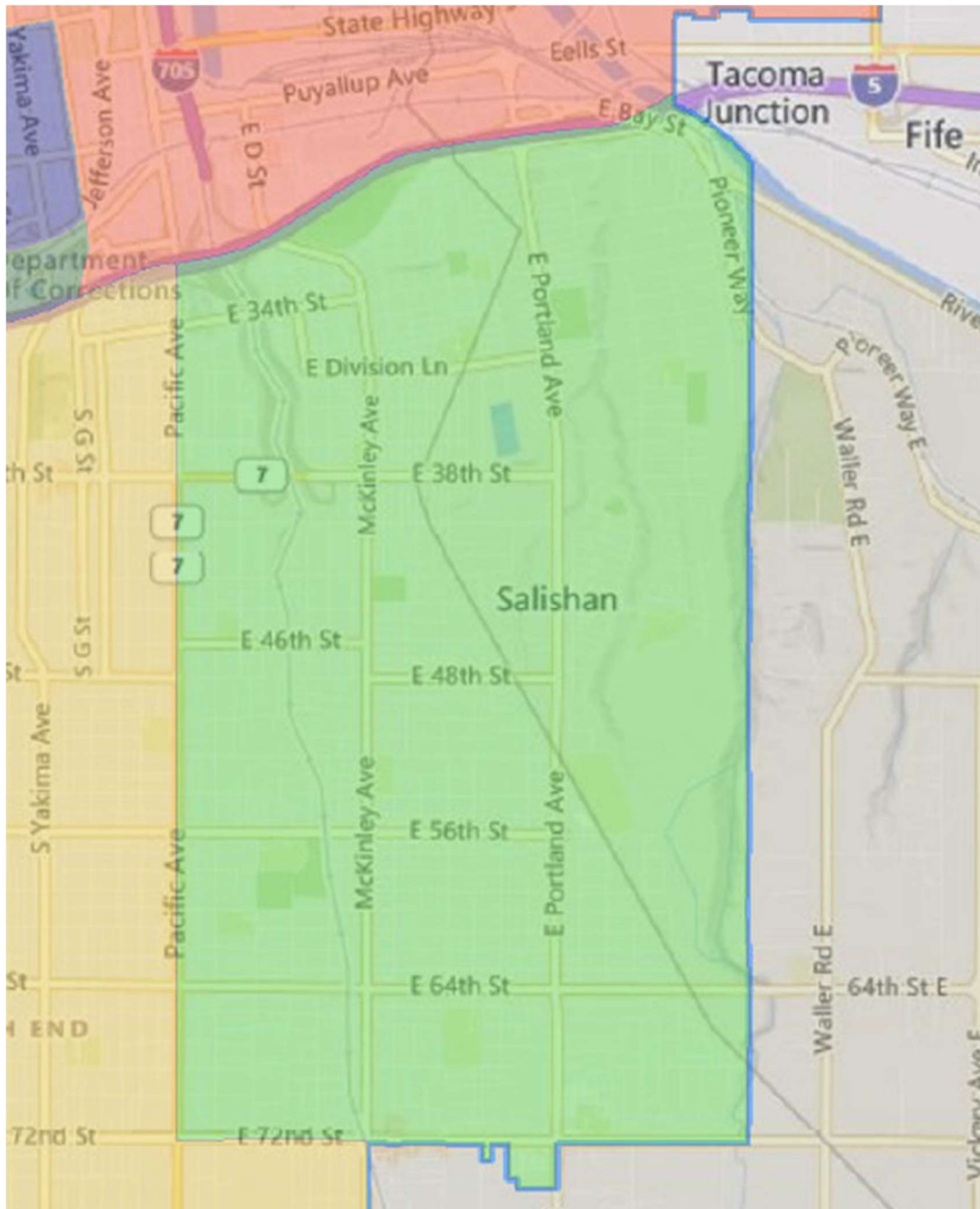
7
8 Recycled materials will only be permitted upon approval of the Engineer. Recycled
9 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone, and
10 extra excavation area backfill material.

11
12
13 **END OF SECTION**

14
15
16 **END OF SPECIAL PROVISIONS**

APPENDIX A
CITY OF TACOMA
SIDEWALK REPLACEMENT
LOCATION LIST

PW23-0054F SIDEWALK REPLACEMENT, EASTSIDE OF TACOMA



Eastside Tacoma Boundary



City of Tacoma Boundary



DARTMAP

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* This map is not suitable for site-specific analysis or for utility location *

See full disclaimer below:

<https://geohub.cityoftacoma.org/pages/disclaimer>



PW23-0054F
Sidewalk Replacement, Eastside of Tacoma
Contractor List

Item No.	Location	Cement Concrete Sidewalk	Cement Concrete 6 Inch Section	Additional Information
1	1418 E 31ST ST	50'x5'		
2	1424 E 31ST ST	80'x5'		
3	715 E 35TH ST	4.4'x5', 17'x5'		
4	515 E 36TH ST	12'x5', 5'x5', 5'x5'		
5	608 E 43RD ST	7.5'x5', 5'x5'		
6	1006 E 46TH ST	10'x5'		
7	1018 E 47TH ST	20'x5'	Driveway 10'x5'	Ramp sidewalk for 20'x5' using Lock Joint. Remove and Replace Asphalt Pavement 11'x2'.
8	946 E 51ST ST	22'x5'		Ramp sidewalk for 22'x5' using Lock Joint.
9	810 E 54TH ST	25'x5', 21'x5'		Ramp sidewalk for 16'x5' using Lock Joint.
10	1407 E 55TH ST	15'x5'		Ramp sidewalk for 15'x5' using Lock Joint.
11	515 E 56TH ST	20'x5'		
12	1125 E 56TH ST	5'x5'		
13	1211 E 56TH ST	5'x5', 5'x5'		
14	828 E 57TH ST	120'x5' on 'I'		
15	924 E 57TH ST	15'x5', 5.5'x5', 5'x5'		Ramp sidewalk for 15'x5' using Lock Joint.
16	1006 E 58TH ST	4.5'x5', 5.5'x5', 20'x5'		Ramp sidewalk for 20'x5' using Lock Joint.
17	1022 E 58TH ST	25'x5'		
18	910 E 59TH ST	17.7'x5'		
19	1011 E 59TH ST	15'x5', private walk 4'x4'		Ramp sidewalk for 15'x5' using Lock Joint.
20	1620 E 59TH ST	5'x5', 5'x5'		
21	1708 E 59TH ST	5'x5'		
22	2008 E 59TH ST	5'x5'		

Dimensions are estimated.
Lock Joint details provided in this Appendix.

PW23-0054F
Sidewalk Replacement, Eastside of Tacoma
Contractor List

Item No.	Location	Cement Concrete Sidewalk	Cement Concrete 6 Inch Section	Additional Information
23	2021 E 60TH ST	5'x5', 10'x5'		
24	226 E 61ST ST	10'x5'		
25	1009 E 61ST ST	5'x5'		
26	1310 E 61ST ST	5'x5'		
27	1321 E 61ST ST	33'x5'		
28	1414 E 61ST ST	6'x5', 8'x5', 8'x5'		Ramp sidewalk for 8'x5' using Lock Joint.
29	1701 E 61ST ST	25'x5', 10'x5' on 'Q' and 5'x5' on 61st		
30	1721 E 61ST ST	10'x5'		
31	1917 E 61ST ST	5'x5'		
32	830 E 62ND ST	9'x5', 10'x5'		Ramp sidewalk for 9'x5' and 10'x5' using Lock Joint.
33	1129 E 62ND ST	14'x5', 5'x5'		Ramp sidewalk for 14'x5' using Lock Joint.
34	1225 E 62ND ST	5'x5', 5'x5', 5'x5'		
35	2006 E 62ND ST	15'x5'		Ramp sidewalk for 15'x5' using Lock Joint.
36	1013 E 63RD ST	10'x5', 10'x5'		Water meter in sidewalk
37	2015 E 63RD ST	7'x5', 5'x5', 5'x5', 28'x5', private walk 5'x2'		
38	2026 E 63RD ST	5'x5', 5'x5'		
39	945 E 65TH ST	7'x5', 5'x5'		
40	1608 E 65TH ST	6'x5'		
41	1902 E 65TH ST	5'x5'		
42	146 E 67TH ST	5'x5', 5'x5'		
43	1616 E 67TH ST	10'x5'		
44	2202 E 67TH ST	7'x5', 5'x5'		
45	919 E 68TH ST	5'x5', 10'x5', 5'x5'		
46	1014 E 68TH ST	6'x5', 5'x5'		
47	3832 E B ST	5'x5'		

Dimensions are estimated.
Lock Joint details provided in this Appendix.

PW23-0054F
Sidewalk Replacement, Eastside of Tacoma
Contractor List

Item No.	Location	Cement Concrete Sidewalk	Cement Concrete 6 Inch Section	Additional Information
48	4028 E B ST	5'x5'	Driveway 5'x5'	
49	4030 E B ST	5'x5', 15'x5'		
50	4636 E B ST	5'x5', 5'x5'		
51	4815 E B ST	9.5'x5'		
52	3585 E E ST	15'x5'		Ramp sidewalk for 15'x5' using Lock Joint.
53	4507 E E ST	10'x5', 10'x5'		
54	4611 E E ST	8.5'x5'		
55	3610 E F ST	7.5'x5', 22'x5'		Ramp sidewalk for 22'x5' using Lock Joint.
56	3615 E F ST	29.5'x5', 5'x5', 10'x5'		
57	3710 E F ST	13'x5'		
58	4049 E F ST	5'x5', 39'x5'	Driveway 16'x5'	Ramp sidewalk for 20'x5' using Lock Joint.
59	4334 E F ST	20'x5', private walk 3'x3'		
60	4607 E F ST	15'x5'		
61	3565 E G ST	10'x5', 5'x5', 5'x5'		
62	3581 E G ST	5'x5'		
63	4336 E G ST	5'x5', 5'x5'	Driveway 13'x5'	
64	4605 E G ST	5'x5', 20'x5', 5'x5'		Ramp sidewalk for 20'x5' using Lock Joint.
65	4609 E G ST	2.5'x5', 7.5'x5', 12.5'x5', 5'x5'		
66	4617 E G ST	5'x5', 10'x5', 5'x5', 5'x5'	Driveway 5'x5'	
67	4620 E G ST	10'x5'		Ramp sidewalk for 10'x5' using Lock Joint.
68	6613 E GRANDVIEW AVE	5'x5'		
69	523 E HARRISON ST	47'x5' on 'F'		
70	3586 E J ST	10'x5', 12.5'x5', 7.5'x5'		Ramp sidewalk for 10'x5' using Lock Joint.
71	4050 E J ST	10'x5'		

Dimensions are estimated.

Lock Joint details provided in this Appendix.

PW23-0054F
Sidewalk Replacement, Eastside of Tacoma
Contractor List

Item No.	Location	Cement Concrete Sidewalk	Cement Concrete 6 Inch Section	Additional Information
72	6612 E J ST	30'x5' and private walk 4'x5'		Ramp sidewalk for 30'x5' using Lock Joint.
73	3574 E K ST	5'x5', 7.5'x5', 10'x5'		
74	3579 E K ST	5'x5'		
75	3507 E L ST	22.5'x5', 10'x5', 5'x5' on 'L'		
76	7110 E L ST	9'x5'		
77	6016 E M ST	15'x5', 5'x5' on 61st		
78	6106 E N ST	5'x5', 10'x5'		
79	3576 E SPOKANE ST	5'x5', 5'x5'		
80	3597 E SPOKANE ST	24'x5'		
81	3846 E SPOKANE ST	25'x5', 5'x5'		
82	608 E WRIGHT AVE	44'x5'		
83	619 E WRIGHT AVE	34'x5'	Driveway 16'x5', concrete pavement 15'x2' & 15'x2'	
84	705 E WRIGHT AVE	33'x5'		
85	715 E WRIGHT AVE	12'x5', 6'x5'	Driveway 4.5'x5'	
86	4028 A ST	13'x5', 3.3'x5'		
87	4624 A ST	10'x5'		
88	4630 A ST	5'x5', 25'x5'		
89	4633 A ST	5'x5'		
90	4809 A ST	20'x5', 10'x5'		Ramp sidewalk for 20'x5' using Lock Joint.
91	4835 A ST	9.5'x5', 45'x5'		
92	4837 A ST	16.5'x5', 10'x5'		
93	5023 A ST	5'x5'		
94	3579 MCKINLEY AVE	5'x5', 5'x5'		
95	3634 MCKINLEY AVE	75'x5'		
96	3707 MCKINLEY AVE	5'x5', 5'x5'		

Dimensions are estimated.

Lock Joint details provided in this Appendix.

PW23-0054F
Sidewalk Replacement, Eastside of Tacoma
Contractor List

Item No.	Location	Cement Concrete Sidewalk	Cement Concrete 6 Inch Section	Additional Information
97	4030 MCKINLEY AVE	11'x5', 5'x5'		
98	4059 MCKINLEY AVE	12'x5', 5'x5', 17'x5', 8'x5'		
99	4336 MCKINLEY AVE	5'x5', 5'x5', 2.5'x5', 2.5'x5'	Driveway 10'x5'	
100	6514 MCKINLEY AVE	15'x5', 10'x5'		
101	6901 MCKINLEY AVE	8'x5', 6'x5'		
102	6921 MCKINLEY AVE	5'x5'		
103	6960 MCKINLEY AVE	10'x5'		
104	4327 PACIFIC AVE	7'x5', 5.4'x5'		
105	5631 PACIFIC AVE	10'x5'		
106	302 SOUTH LN	34'x5' on South Ln		
107	2201 SWEET ST		Driveway 9'x5'	
108	263 WEST ST	6'x5' on West and 14'x5', 10'x5' on 'D'	Driveway 8'x5'	Ramp sidewalk for 14'x5' and 10'x5' on 'D' using Lock Joint.
109	109 S 37TH ST	54.6'x5'		
110	152 S 48TH ST	6.5'x5'		
111	111 S 58TH ST	5.5'x5'		Monolithic sidewalk, see State Standard Plan F30.10-03
112	101 S 60TH ST	23.5'x5'		
113	119 S 60TH ST	15'x5', 10'x5', 5'x5', 5'x5' on Bell and 21.5'x5' on 60th		
114	120 S 60TH ST	30'x5' on 60th and 30'x5' on Bell		Ramp sidewalk for 30'x5' on 60th using Lock Joint. Remove and replace Asphalt Pavement 30'x2' on Bell.
115	120 S 70TH ST	8'x5'		
116	4323 S BELL ST	5'x5'		
117	4326 S BELL ST	5'x5'		
118	4327 S BELL ST	5'x5'		
119	4514 S BELL ST	10'x5', private walk 2'x4'		

Dimensions are estimated.

Lock Joint details provided in this Appendix.

PW23-0054F
Sidewalk Replacement, Eastside of Tacoma
Contractor List

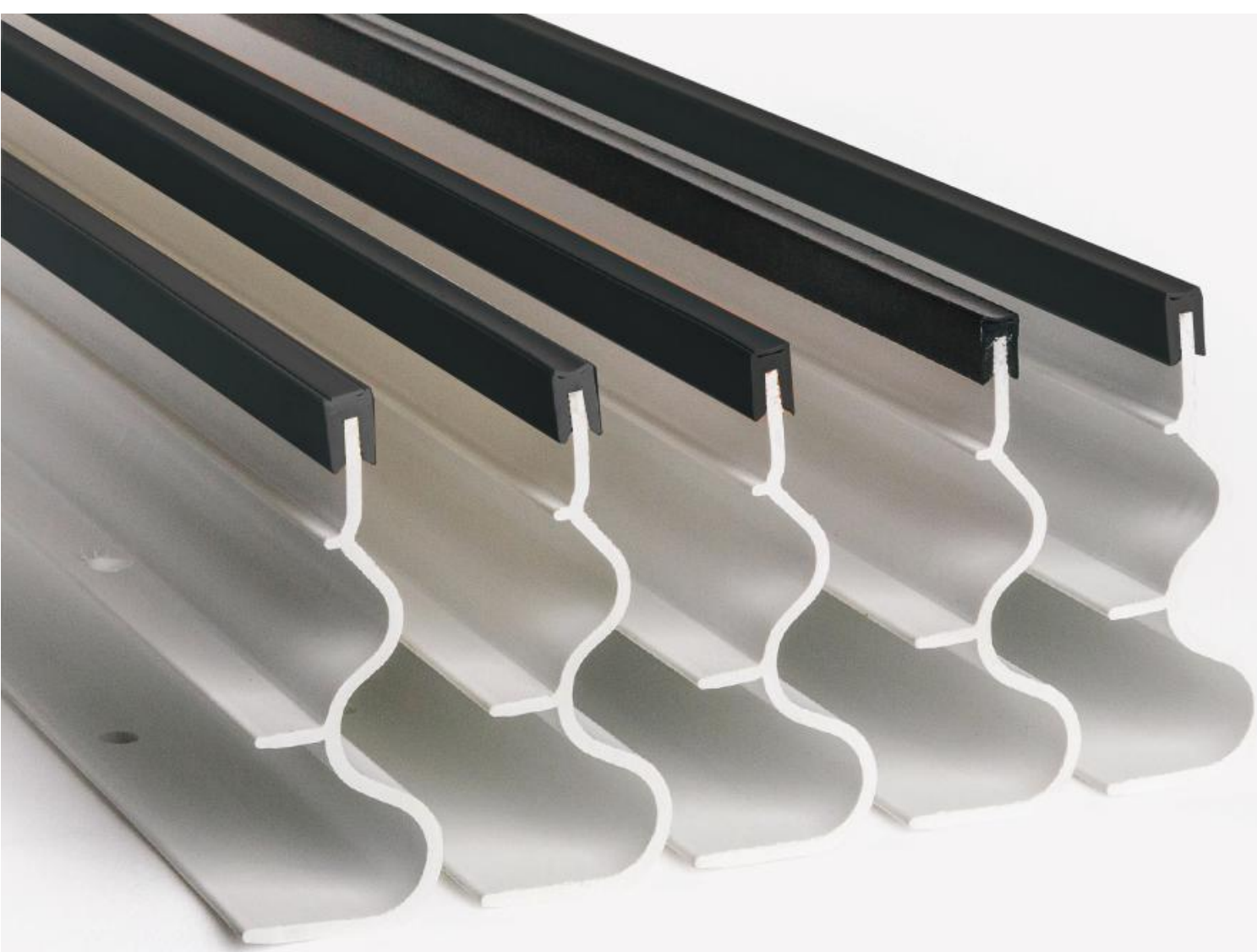
Item No.	Location	Cement Concrete Sidewalk	Cement Concrete 6 Inch Section	Additional Information
120	6027 S BELL ST	15'x5'	Driveway 10'x5'	



Lock Joint™

A Preventive Strategy





TESTED BY LABORATORY
ACCREDITED FOR TECHNICAL
COMPETENCE

***Save time.
Cut costs.
Prevent hazards.***

Extend the lifespan of your sidewalks, with Lock Joint™'s preventative, maintenance free solution to sidewalk displacement.



Lock Joint™
U.S.

(916) 919-0568
sales@lockjoint.us
www.lockjoint.us

675 Ontario Street,
Buffalo, New York
14207

Lock Joint™ is a rigid PVC profile that creates an articulating joint in concrete sidewalks, to eliminate displaced walkway hazards, created by tree root invasion and soil upheaval.



WHAT IS LOCK JOINT™?

Lock Joint™ is a rigid PVC profile that creates transverse joints in concrete sidewalks, bike paths, crossovers and driveways, to eliminate trip hazards created by misaligned or displaced walkways.



WHY USE LOCK JOINT™?

Lock Joint™ creates maintenance free footpaths and cycleways, eliminating the need for all future maintenance and replacement costs caused by tree root invasion or soil movement.



HOW DOES LOCK JOINT™ WORK?

Lock Joint™ locks adjoining sidewalk slabs together, to move dynamically with shifting soil or tree roots, eliminating vertical displacement between slabs.

Pinnable Lock Joint™

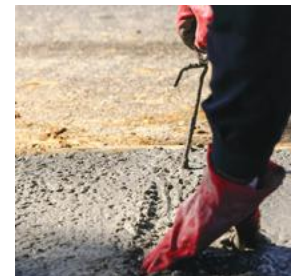
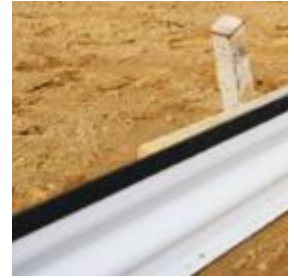
Installation Instructions

Recommended Tools and Materials:

- 3/8" radius edging tool
- Steel trowel

Installation Instructions:

1. Position the Lock Joint™
2. Insert pegs or backing board.
3. Pour concrete.
4. Screed and remove pegs.
5. Bull float, trowel, and brush finish.
6. Remove zip from capping.





Key Features

- Zip off rubber cap
- Unique curved design
- Pinnable design
- Flat base
- Easy to handle
- Made of rigid PVC



ZIP OFF RUBBER CAP

The top of the rubber cap zips off for a smooth, clean finish, and the remaining lower part of the cap seals the top of the joint, preventing dust and sand from entering and inhibiting weed growth.



UNIQUE CURVED DESIGN

Lock Joint™'s sinusoidal design allows for a more even distribution of weight, preventing panels from lifting or sinking due to tree roots or soil movement.



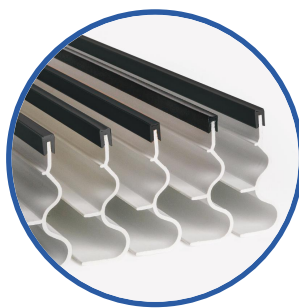
PINNABLE DESIGN

The Pinnable Lock Joint™ design keeps the joint straight during the concrete pour, eliminating the need for additional backing boards for support.



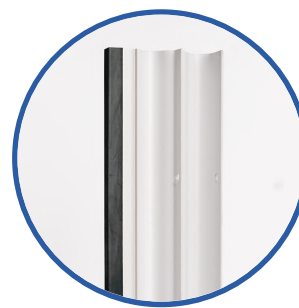
FLAT BASE

Lock Joint™'s flat base design can stand on its own, making it easy to handle and install on-site.



EASY TO HANDLE

Lock Joint™ is lightweight and easy to handle, and the standard 4" height makes installation a breeze.



MADE OF RIGID PVC

Lock Joint™ is made of PVC, so it can be easily cut to size on site.

Pinnable Lock Joint™

Pinnable Lock Joint™ makes installation fast and easy! The design of the Pinnable Lock Joint™ includes a steel fixing pin to eliminate the need for support boards during installation.

Its unique sinusoidal (curved) design provides an even distribution of weight and locks together the adjoining pathway paving sections, allowing for movement without any cracking or unevenness between pavement sections.

The included rubber capping seals the joint, preventing sand from entering whilst also prohibiting weed growth. It also provides a safer, smoother surface for pedestrians and cyclists.



- Zip off rubber capping
- Flat base
- Made from durable PVC
- Easy to handle
- 100% recyclable

LMATS Pty Ltd

3/52 Cocos Drive BIBRA LAKE WA 6163

Ph: (08) 9418 6380

Fax: (08) 9434 1328

Email: mtsmetallurgy@lmats.com.au

REPORT

Report No. MTS-29634-2 LOCKJ
Reference No. LMTS18-0859

Report Date : 9th July 2018
Test Date : 29 June 2018

To : Lock Joint Australia
Unit 2, 40 Ledger Rd
Balcatta WA 6021

Testing of the Lock Joint PLJ100 PVC Concrete Paving Joint

1 Introduction

A visit was made to the premises of Lock Joint Australia in Balcatta WA to assess the performance of the Lock Joint PLJ100 PVC Concrete Paving Joint.

A specially prepared pavement of 7.5 m nominal length had been constructed on a steel-framed test bed. The pavement consisted of two (2) only Lock Joint LJ100 and two (2) only Lock Joint PLJ100 joints, dividing it into five sections of 1.5 m length, 1.5 m width x 100 mm depth.

Note: This report covers the "uplift" performance of one (1) only of the PLJ100 Joints.

2 Examination and Testing

In accordance with the client's instructions, the PLJ100 Joint was subjected to vertical displacement ("uplift") through the range 0 to 120 mm. Measurement of the "cross-joint surface differential" of the adjoining pavement sections was logged using computerised data acquisition.

3 Summary

The results of the performance assessment showed that the joint had a maximum cross-joint surface differential of 0.8 mm at 120 mm uplift displacement. There was no evidence of significant cracking or failure of the concrete at or adjacent to the joint.

Full details of the tests and results are contained in the following pages.



Johann Petrick
Laboratory Manager

4 Test Item



Figure 1: A sample of the PLJ100 joint consisting of a white PVC extrusion with a fitted black rubber capping strip and steel fixing pin.

5 Concrete Test Pavement Construction

The PLJ100 PVC joint had been set into an especially constructed 100mm thick concrete pavement poured on a fabricated steel bed to allow access all around for examination and behaviour observation purposes.

5.1 Construction Details of the concrete pavement (as provided by the client):

- Constructed to the requirements of AS 3727.1: 2016 - Residential Pavements.
- Nominal F_c 25 MPa, strength.
- Poured into a fully formworked steel framed mould.
- No reinforcing mesh.
- No vibration.
- Hand-screeded, finish trowelled, broomed and edged.



Figure 2: The steel framed test bed prior to pouring of the concrete pavement.

Concrete Pavement Construction cont'd



Figure 3: The test pavement surface finish.



Figure 4: The test pavement was left to cure for seven (7) days.

5.2 Concrete Test Results (provided by the client)

Terra Firma Laboratories, NATA Accreditation No 15357 was engaged to verify the concrete quality by testing to AS 1012.

A Strength Test cylinder was poured and set aside for testing at seven (7) days.

After seven (7) days of curing, the cylinder concrete strength test result was reported as 26.5 MPa and the test pavement was cleared for performance testing. (Reference: Terra Firma Laboratories Report No 9870-4.)

5.3 Visual Inspection

The edge formwork had been stripped away to reveal the edges of the pavement. The joint to be tested was surface ground to show the definition of the PLJ100 cross-section within the pavement.

It was noted that some areas of porosity, cavities and incompletely filled areas were present at the joint.



Figure 5: PLJ100 Cross-section Side 1.



Figure 6: PLJ100 Cross-section Side 2.

6 Uplift Testing

6.1 Test Set-up

The PLJ100 joint separated two sections of pavement; each 1.5 metres wide and 1.5 metres long.

To measure the cross-joint height differential, two (2) calibrated string pot displacement transducers were attached centrally on the pavement approximately 15 mm either side of the joint as shown in Figure 7.

To measure the incremental uplift displacement, one (1) calibrated string pot displacement transducer was attached below the test joint as shown in Figure 8.

To provide uplift displacement, a hydraulic ram was positioned below the pavement at approximately 50 mm offset from the centre of the joint.

Restraint against longitudinal movement of the pavement was provided by adjoining sections and end-stops of bitumen impregnated fibre board.



Figure 7: String pot displacement transducers attached to the pavement surface at the test joint.



Figure 8: One string pot displacement transducer was attached below the test joint adjacent to the hydraulic ram.

6.2 Test Procedure

Upwards displacement was actuated by the hydraulic ram through the range 0 to 120 mm and paused at each 10 mm increment (as measured by the lower transducer).

At each 10 mm increment, the resultant heights of both sides of the joint were logged from the upper transducers and the cross-joint surface differential was calculated.

At each 10 mm increment, the joint and pavement were examined for cracking and signs of distress.



Figure 9: The pavement at 61 mm uplift displacement.



Figure 10: PLJ100 Joint cross-section at 61 mm uplift.



Figure 11: The pavement at 112 mm uplift displacement.



Figure 12: PLJ100 Joint cross-section at 112 mm uplift.



Figure 13: Cross-section Side 1 after return to zero position.



Figure 14: Cross-section Side 2 after return to zero position.

6.3 Cross-joint Surface Differential

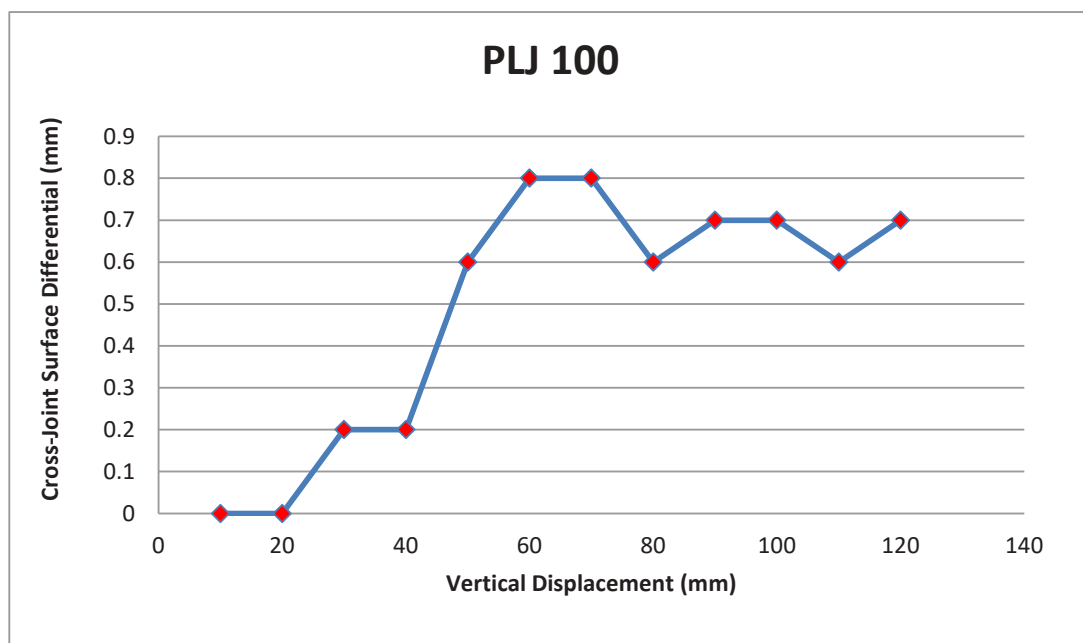


Figure 15: Calculated Cross-joint Surface Differential chart.

7 Observations and Discussion

Tree root growth and the resultant upheaval of soil is well-known as the main cause of the disturbance of pavements resulting in significant “steps” being created due to the separation of adjacent paving sections. The resultant public safety hazard typically requires remedial grinding to re-align the surfaces or complete replacement of the pavement when the cross-joint differential becomes greater than 5mm.

AS 3727.1:2016 Clause 2.2, Table 2.2 states that 5 mm is the maximum “Stepping” allowable as a result of settling in a pavement after one year in service.

The purpose of a pavement joint system; such as the PLJ100; is to mitigate the effects of soil upheaval by keying the adjoining sections together, thus keeping the surfaces aligned and minimising the need for remediation.

During uplift testing of the PLJ100 up to 120mm displacement, the maximum recorded cross-joint surface differential was 0.8 mm.

Throughout the uplift test procedure, the pavement joint remained intact and aligned. Some crumbling of the lower longitudinal edges of the concrete occurred as it was lifted away from the test bed and the silicone sealant pulled away. Some minor crumbling of the transverse edges of the concrete below the PLJ100 extrusion occurred, more noticeably in the 90 to 120 mm range. This was; however; deemed to be minor. No indications of significant cracking or failure were evident in the major concrete body or the concrete faces in contact with and adjacent to the PLJ100.

The test results show that the PLJ100 joint kept both pavement sections keyed together and aligned across the joint surface through the full test range of uplift, indicating that no trip hazard would be created under these conditions in a constructed pavement.

NATA Accredited Certificate

National Association of Testing Authorities, Australia has accredited
LMATS Pty Ltd MTS Metallurgical Testing Services for its technical
competence to operate in accordance with ISO/IEC 17025 in the field of
Mechanical Testing.



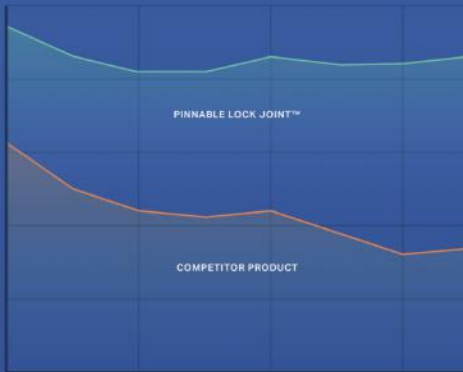
You plan & build safe, accessible pathways.



Lock Joint™ Keeps Them That Way.

Tree roots, sand, weeds— all can contribute to an uneven, dangerous path. Maintaining accessible and safe pathways is an ongoing, expensive, and time consuming task.

At Lock Joint™, we help to minimize risk, repair costs and complaints by encouraging the implementation of proactive prevention measures using our easy, cost-effective product, Lock Joint™.



✓ 80% Movement Reduction

Prevents Displacement and Cracking

Movement due to soil and tree roots is inevitable. In footpaths without Lock Joint™, this movement causes vertical displacement between the pavers also known as 'stepping' and can cause tripping hazards.

Lock Joint™'s unique curve locks together the adjoining pathway paving sections, allowing for movement without any cracking or unevenness between pavement sections.



Fast and Easy to Install

Lock Joint™ is designed with thoughtful features to make installation simple and efficient. Its unique flat bottomed design makes placement and handling easy, and its convenient, removable rubber capping peels back quickly to reveal a smooth join.

Our patented Pinnable Lock Joint™ also comes with a steel pin to hold the joint in place and prevent the need for holding bars, pegs or clamps during the concrete pour.



For more product information please visit our website at:
www.lockjoint.us



APPENDIX B

CITY OF TACOMA

AND

WSDOT STANDARD PLANS

***** Note: Standard plans and websites provided below are for contractor convenience. Additional standard plans may be required to construct the project. *****

COT Standard Plans Website:

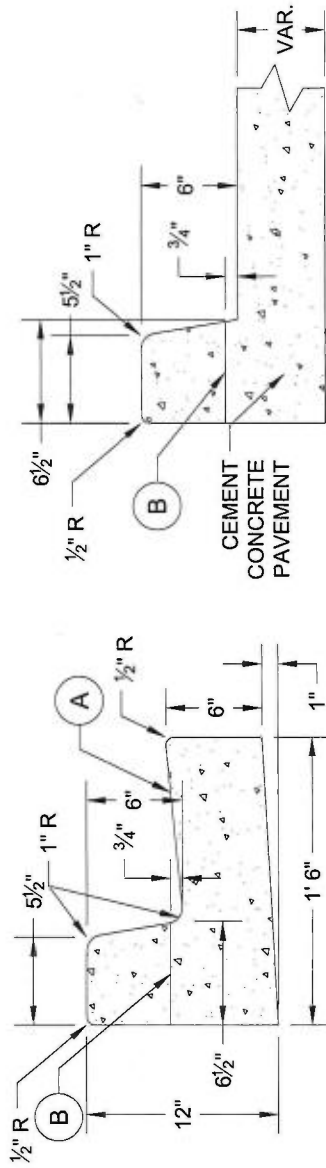
https://www.cityoftacoma.org/government/city_departments/public_works/engineering/standard_plans_and_g_i_s_typical_details

WSDOT Standard Plans Website:

<https://wsdot.wa.gov/engineering-standards/all-manuals-and-standards/standardplans>

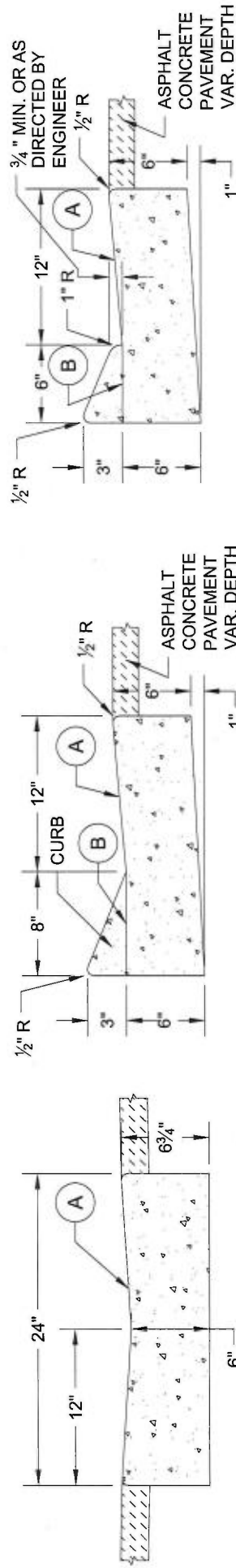
When used on high side of roadways, the cross slope of the gutter shall match the cross slope of the adjacent pavement. The height of the curb shall be 6", unless otherwise shown on plans.

- 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**

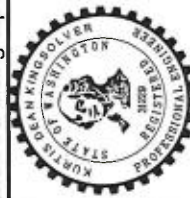
TYPE "D" MOUNTABLE CEMENT CONCRETE CURB & GUTTER

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

REVIEWED BY DCS **GMS**

PUBLIC WORKS ENVIRONMENTAL SERVICES

NA	NA
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APPROVED FOR PUBLICATION

APPROVED FOR PUBLICATION

CITY ENGINEER

DATE _____

CITY OF TACOMA

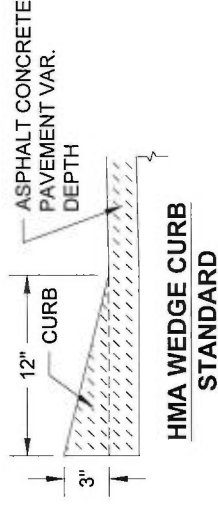
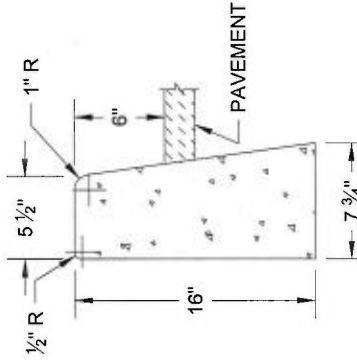
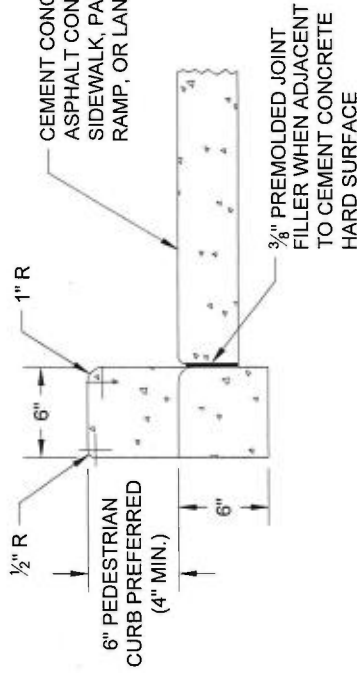
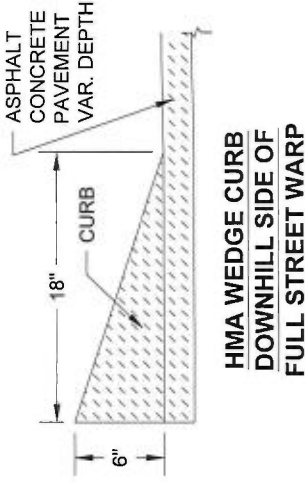
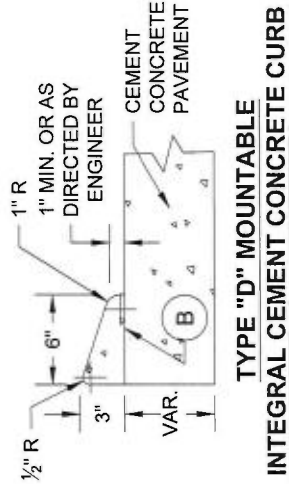
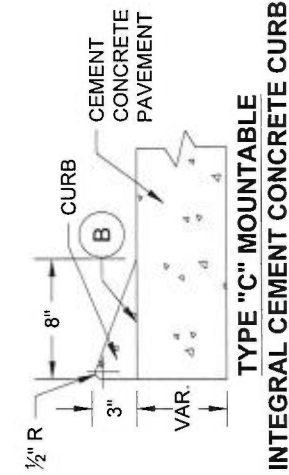
CEMENT CONCRETE CURB AND GUTTER

STANDARD PLAN NO.

SU-03

NOTE:

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



NOTES:

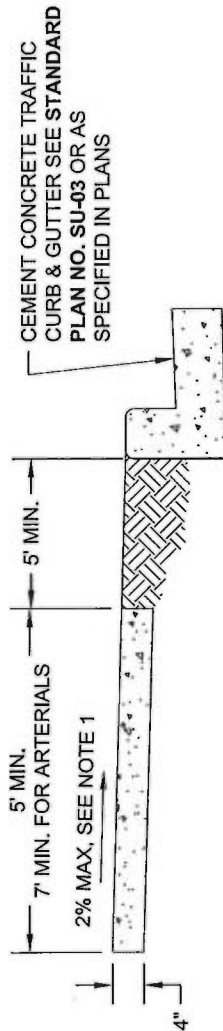
- For trench crossings, curb and gutter shall be removed to a minimum 2' cut back over undisturbed soil.
- In all projects, any remaining sections of curb and gutter less than 5' in length between the project area and the nearest control joint shall also be removed and replaced.
- All joints shall be 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</p> <p>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>			

CEMENT CONCRETE TRAFFIC
CURB & GUTTER SEE STANDARD
PLAN NO. SU-03 OR AS
SPECIFIED IN PLANS

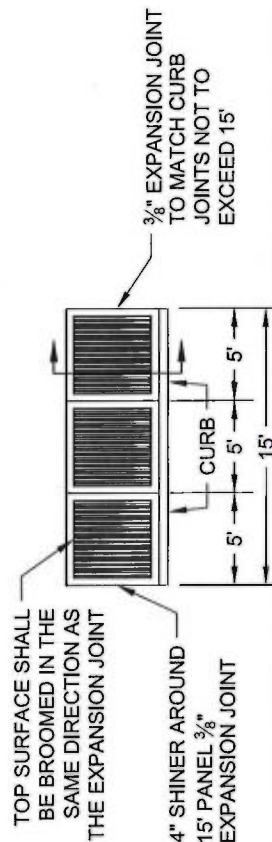
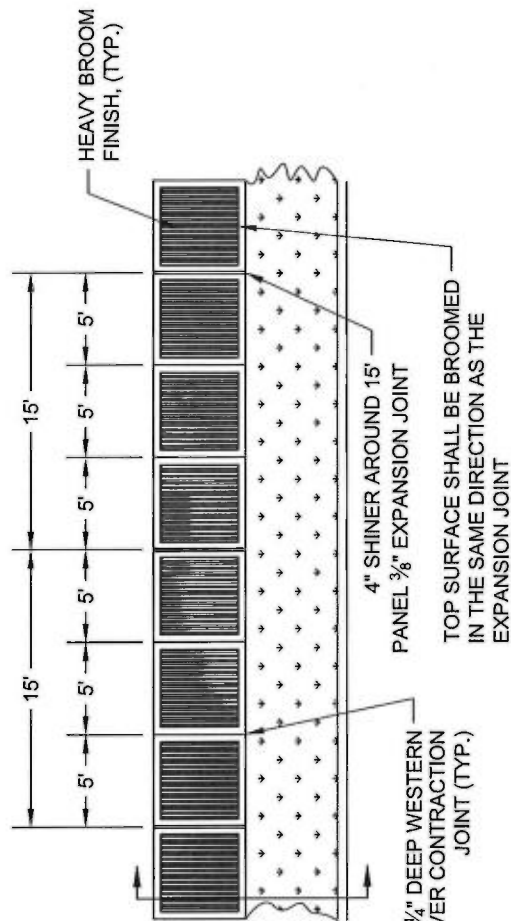
1. Sidewalks shall be designed and constructed in accordance with 2010 ADA Standards, 28 CFR, Part 35 and as supplemented by the Public Right of Way Accessibility Guidelines (PROWAG). City of Tacoma prefers sidewalk cross slopes to be designed to a maximum of 1.5% and a minimum of 1.0%.
2. When placing 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



5'

HEAVY BROOK FINISH, (TYP)



REVIEWED BY

PUBLIC WORKS

ENVIRONMENTAL
SERVICES

2/A	N/A
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TACOMA POWER

TACOMA WATER



APPROVED FOR PUBLICATION


CITY ENGINEER

DATE 4/25/17

CITY OF TACOMA

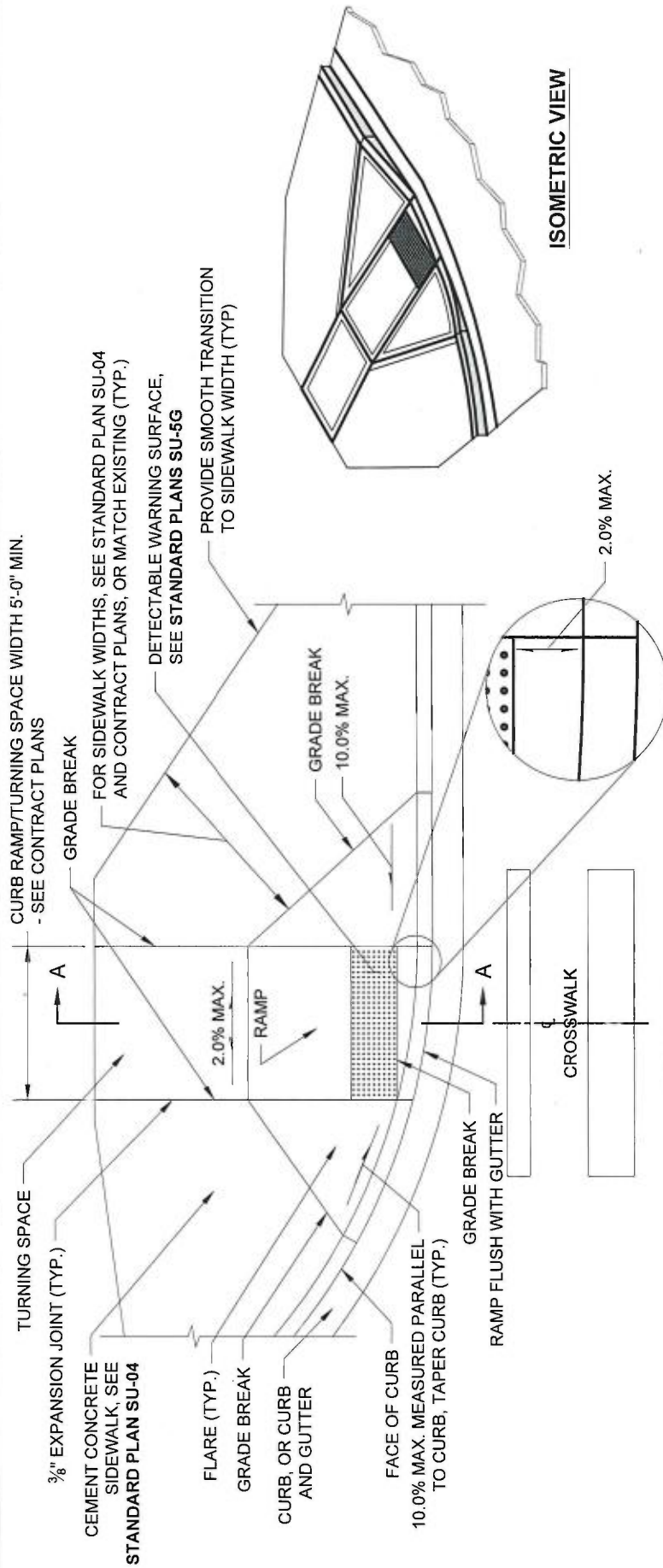
**CEMENT CONCRETE
SIDEWALK**

SU-04
STANDARD PLAN NO.

GENERAL NOTES:

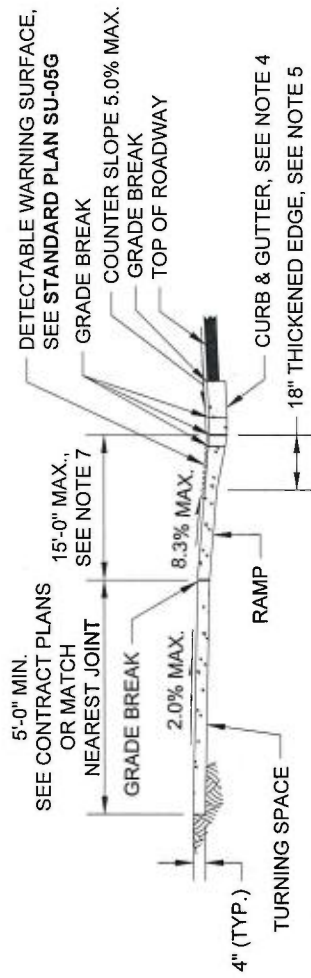
1. Provide a separate directional curb ramp for each marked or unmarked crosswalk. Directional curb ramps are preferred over 45 degree ramps. Curb ramp location shall be placed within the width of the associated crosswalk, or as shown on the Contract Plans. The curb ramp centerline shall be parallel 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 DCS PUBLIC WORKS NA TACOMA POWER		GMS ENVIRONMENTAL SERVICES NA TACOMA WATER		APPROVED FOR PUBLICATION  CITY ENGINEER	DATE 8/16/16	CITY OF TACOMA CURB RAMP DETAILS GENERAL INFORMATION STANDARD PLAN NO. SU-05
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PLAN VIEW

ISOMETRIC VIEW



SECTION DETAIL A-A

NOTES:

See Standard Plan SU-05 for referenced notes

LEGEND

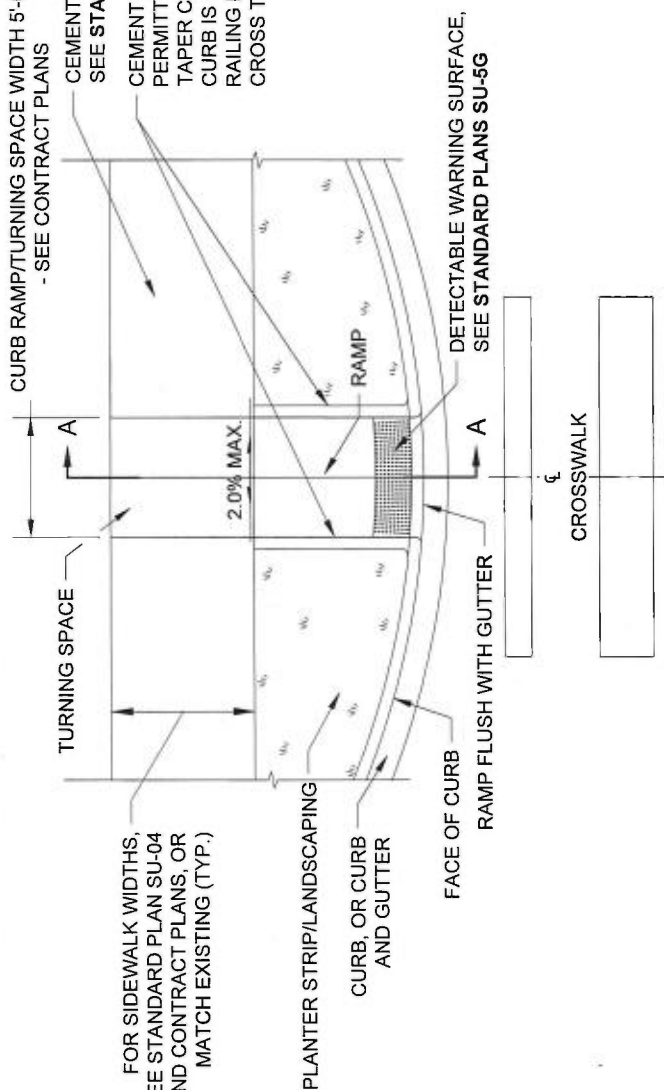
— SLOPE IN EITHER DIRECTION

<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>CITY ENGINEER</p>	<p>DATE</p>	<p>PERPENDICULAR CURB RAMP TYPE 'A'</p>
<p>STANDARD PLAN NO.</p>	<p>SU-05A</p>	<p></p>

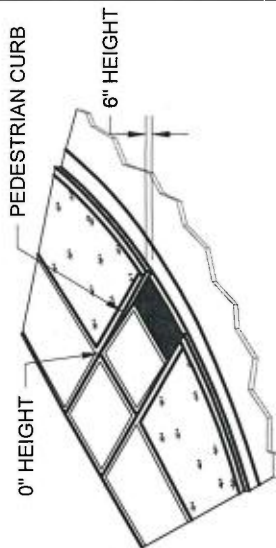
CURB RAMP/TURNING SPACE WIDTH 5'-0" MIN.
- SEE CONTRACT PLANS

CEMENT CONCRETE SIDEWALK,
SEE STANDARD PLAN SU-04

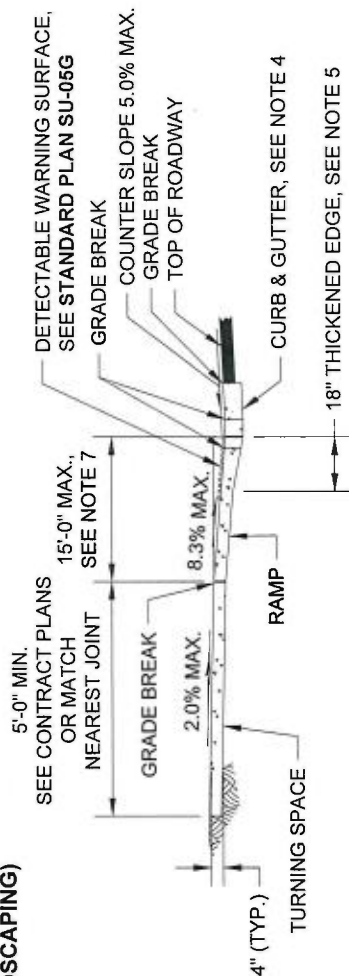
CEMENT CONCRETE PEDESTRIAN CURB
PERMITTED ADJACENT TO LANDSCAPING,
TAPER CURB, SEE NOTE 4. IF PEDESTRIAN
CURB IS NEEDED AT OTHER LOCATIONS,
RAILING MAY BE REQUIRED TO PREVENT
CROSS TRAVEL.



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

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PUBLIC WORKS	ENVIRONMENTAL SERVICES	NA
TACOMA POWER	TACOMA WATER	NA



APPROVED FOR PUBLICATION

CITY ENGINEER *[Signature]* DATE 8/16/16

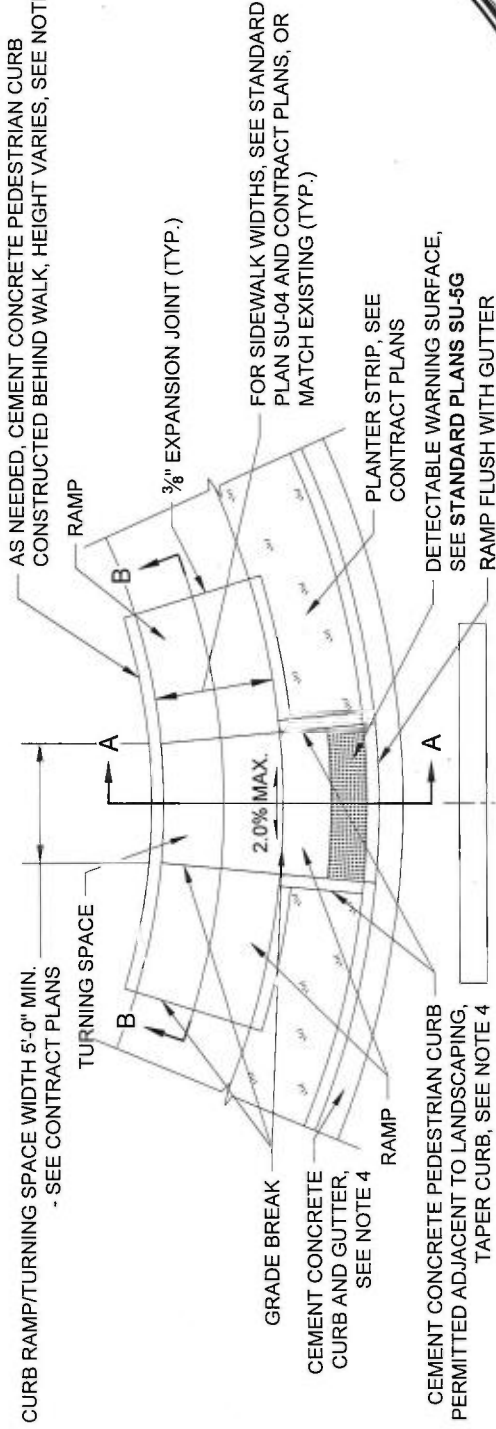
CITY OF TACOMA

PERPENDICULAR CURB RAMP
TYPE 'B'

STANDARD PLAN NO. SU-05B

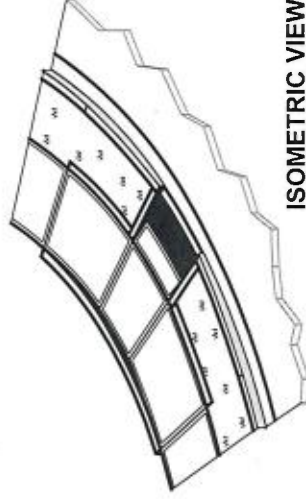
NOTES:
See Standard Plan SU-05 for referenced notes

LEGEND
SLOPE IN EITHER DIRECTION

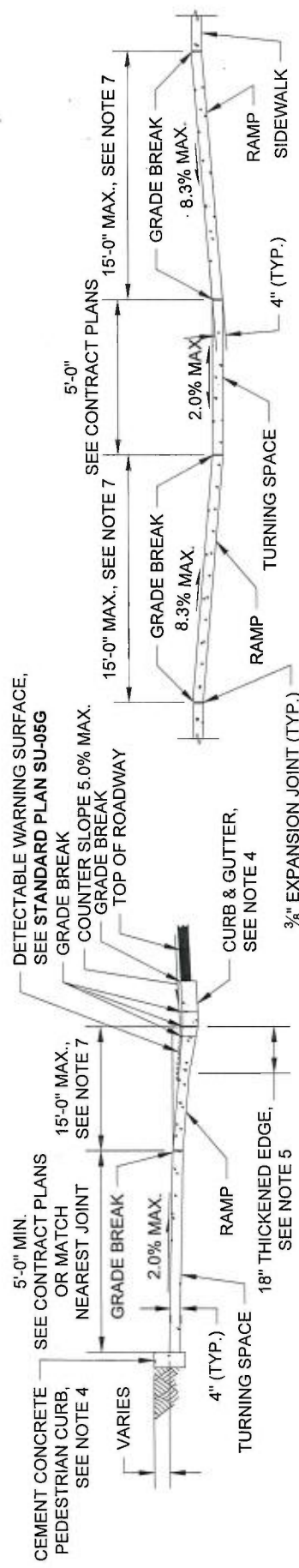


CROSSWALK

PLAN VIEW
(WITH PLANTER STRIP/LANDSCAPING)



ISOMETRIC VIEW



SECTION DETAIL A-A

SECTION DETAIL B-B

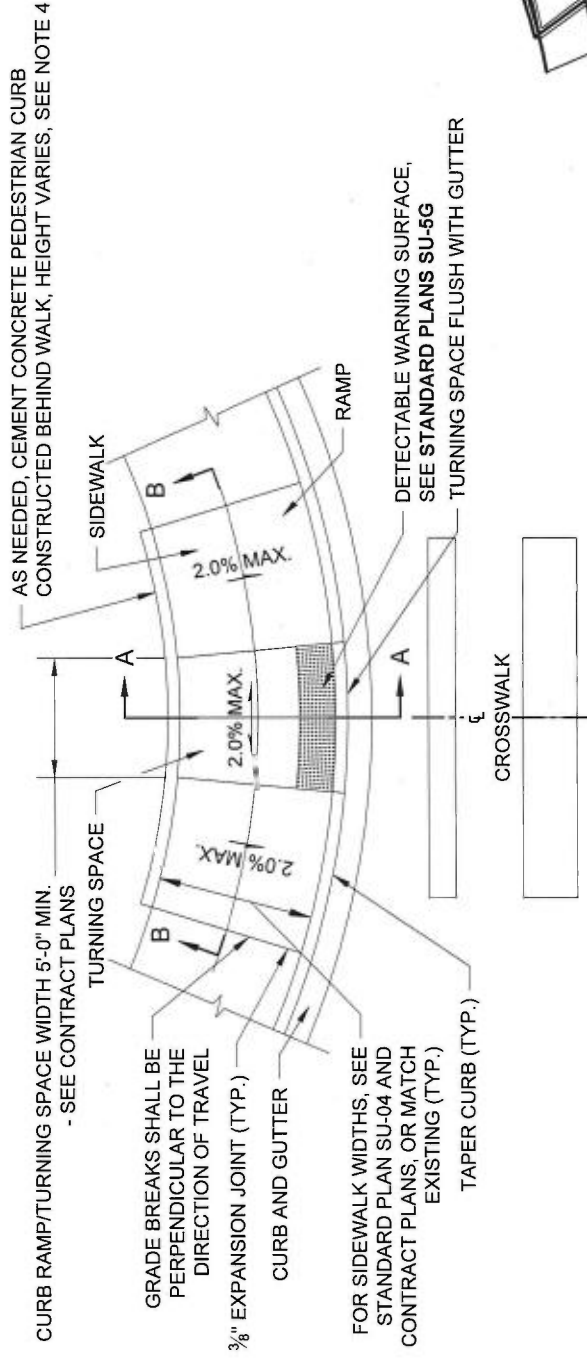
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NOTES:

See **Standard Plan SU-05** for referenced notes

LEGEND

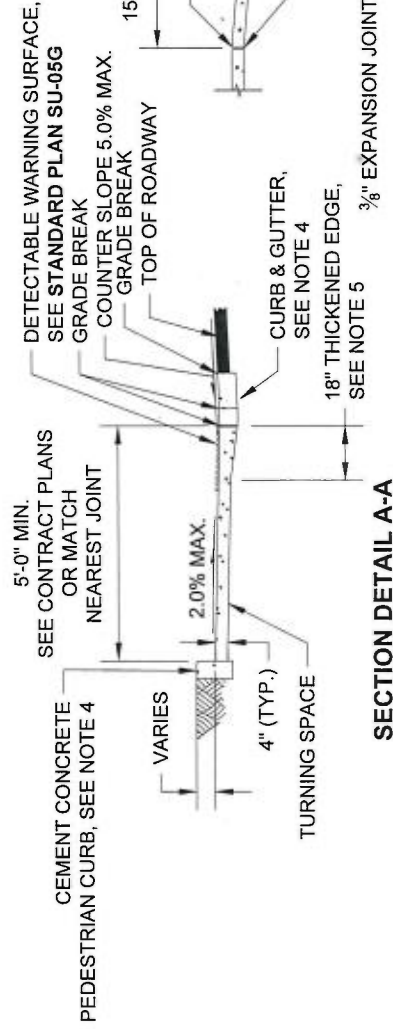
— SLOPE IN EITHER
— DIRECTION



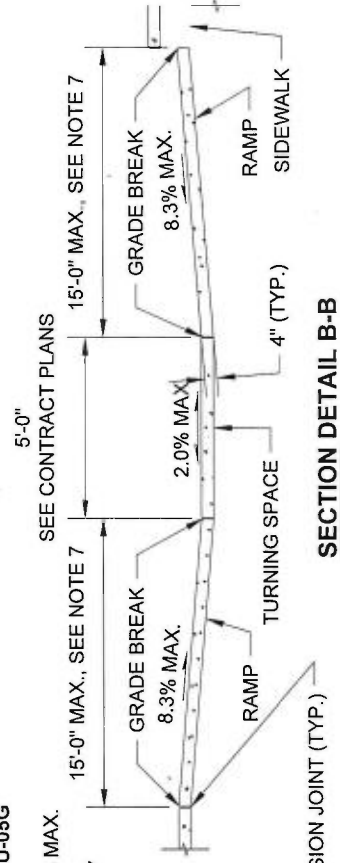
PLAN VIEW



ISOMETRIC VIEW



SECTION DETAIL A-A



SECTION DETAIL B-B

REVIEWED BY **GMS**

PUBLIC WORKS **ENVIRONMENTAL SERVICES**

TACOMA POWER **TACOMA WATER**

APPROVED FOR PUBLICATION

[Signature] **8/16/16**

CITY ENGINEER

DATE

CITY OF TACOMA

**PARALLEL CURB RAMP
TYPE 'A'**

STANDARD PLAN NO. SU-05D

CURB RAMP/TURNING SPACE WIDTH 5'-0" MIN.
- SEE CONTRACT PLANS

3/8" EXPANSION JOINT (TYP.)
RAMP
SIDEWALK
TURNING SPACE

FOR SIDEWALK WIDTHS, SEE STANDARD PLAN SU-04 AND CONTRACT PLANS, OR MATCH EXISTING (TYP.)
CURB AND GUTTER
FACE OF CURB, TAPER CURBING
FLARE - A FLARE IS PREFERRED OVER A RETURN CURB. SEE STANDARD PLANS SU-5G
DETECTABLE WARNING SURFACE, TURNING SPACE FLUSH WITH GUTTER
PEDESTRIAN CURB PERMITTED ADJACENT TO LANDSCAPING. IF RETURN CURB IS NEEDED AT OTHER LOCATIONS, RAILING MAY BE REQUIRED TO PREVENT CROSS TRAVEL

AS NEEDED, CEMENT CONCRETE PEDESTRIAN CURB CONSTRUCTED BEHIND WALK, HEIGHT VARIES, SEE NOTE 4
FLARE PREFERRED

PEDESTRIAN CURB PERMITTED ADJACENT TO LANDSCAPING AND WHERE THERE IS NO EVIDENCE OF PEDESTRIAN TRAFFIC.

GRADE BREAKS SHALL BE PERPENDICULAR TO THE DIRECTION OF TRAVEL (TYP.)

PLAN VIEW

ISOMETRIC VIEWS

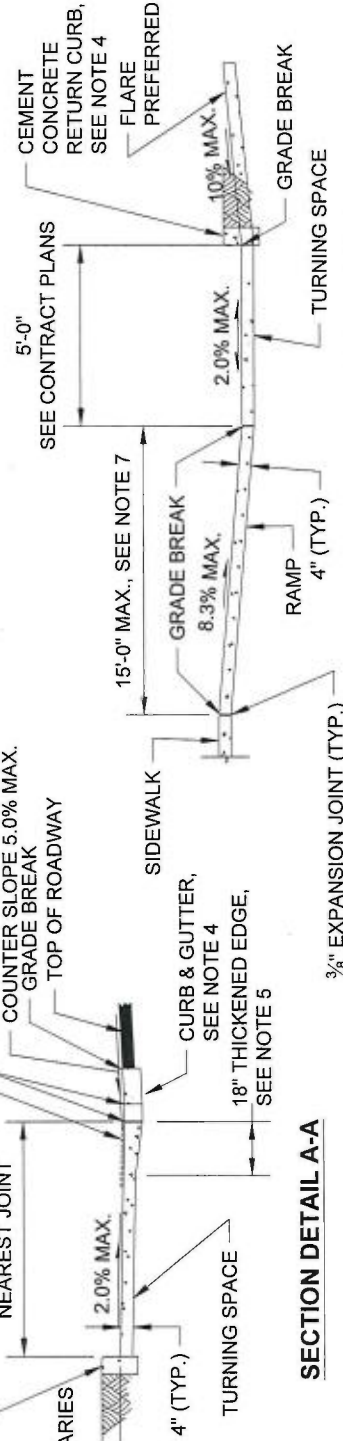
5'-0" MIN. OR MATCH NEAREST JOINT
SEE CONTRACT PLANS
CEMENT CONCRETE PEDESTRIAN CURB, SEE NOTE 4
VARIABLES
DETECTABLE WARNING SURFACE, SEE STANDARD PLAN SU-05G
GRADE BREAK
COUNTERSLOPE 5.0% MAX.
GRADE BREAK
TOP OF ROADWAY
CURB & GUTTER, SEE NOTE 4
18" THICKENED EDGE, SEE NOTE 5

NOTES:

See Standard Plan SU-05 for referenced notes

LEGEND

— SLOPE IN EITHER DIRECTION



SECTION DETAIL A-A

SECTION DETAIL B-B

DCS REVIEWED BY GMS

PUBLIC WORKS ENVIRONMENTAL SERVICES NA

TACOMA POWER TACOMA WATER

APPROVED FOR PUBLICATION

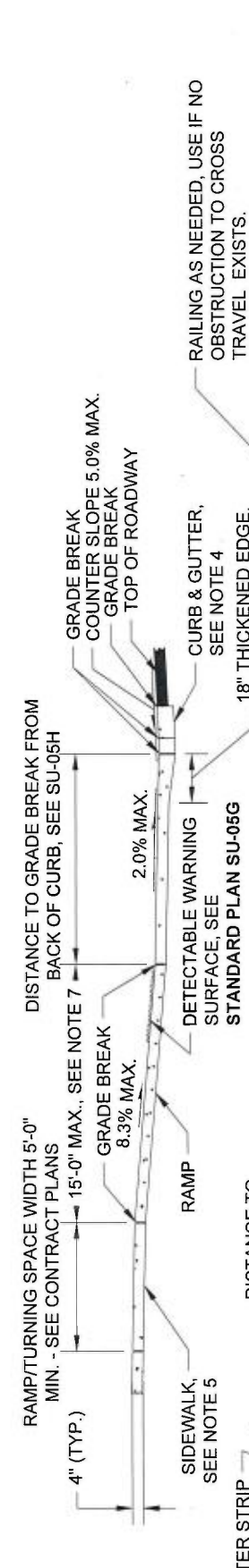
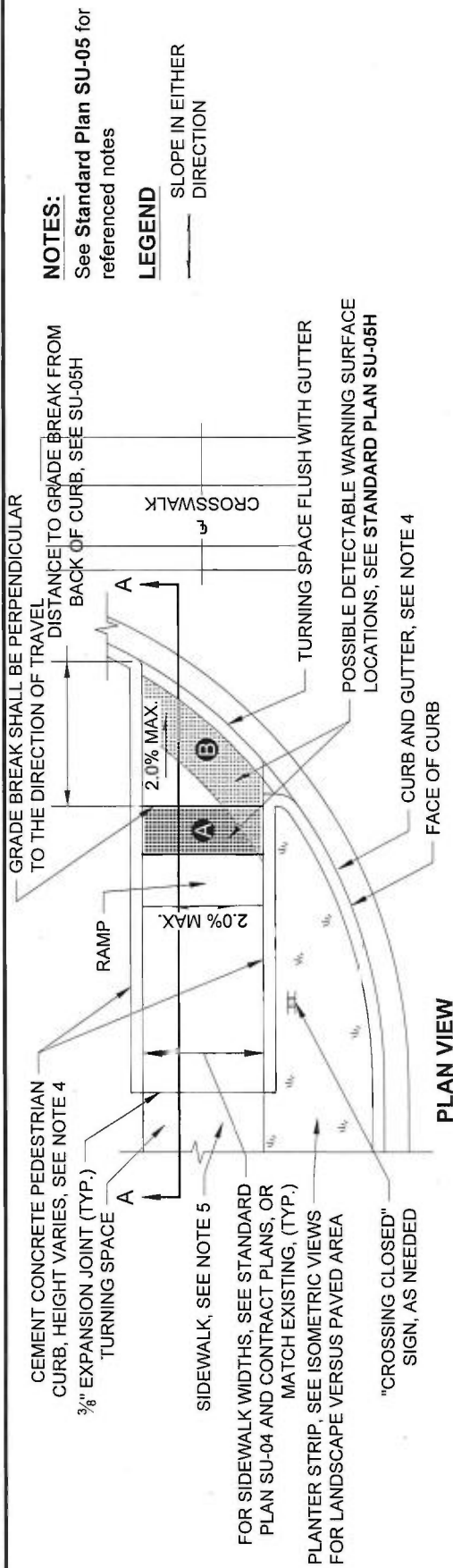
CITY OF TACOMA

PARALLEL CURB RAMP
TYPE 'B'

STANDARD PLAN NO. SU-05E



CITY ENGINEER
8/16/16
DATE



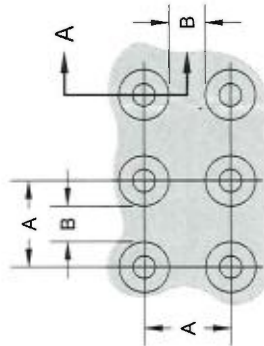
NOTES:
See Standard Plan SU-05 for referenced notes

LEGEND
— SLOPE IN EITHER DIRECTION

<p>REVIEWED BY DCS</p> <p>PUBLIC WORKS</p> <p>TACOMA POWER</p>	<p>REVIEWED BY GMS</p> <p>ENVIRONMENTAL SERVICES</p> <p>TACOMA WATER</p>	<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i> 8/16/16</p> <p>CITY ENGINEER</p>	<p>CITY OF TACOMA</p> <p>SINGLE DIRECTION CURB RAMP</p> <p>STANDARD PLAN NO. SU-05F</p>
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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

	MIN.	MAX.
A	1.60"	2.40"
B	0.65"	-
C	0.45"	0.90"
D	.90	1.40"
E	0.20"	0.20"

SECTION DETAIL A-A
TRUNCATED DOME

REVIEWED BY **GMS**
 PUBLIC WORKS
 ENVIRONMENTAL SERVICES
 TACOMA POWER
 TACOMA WATER



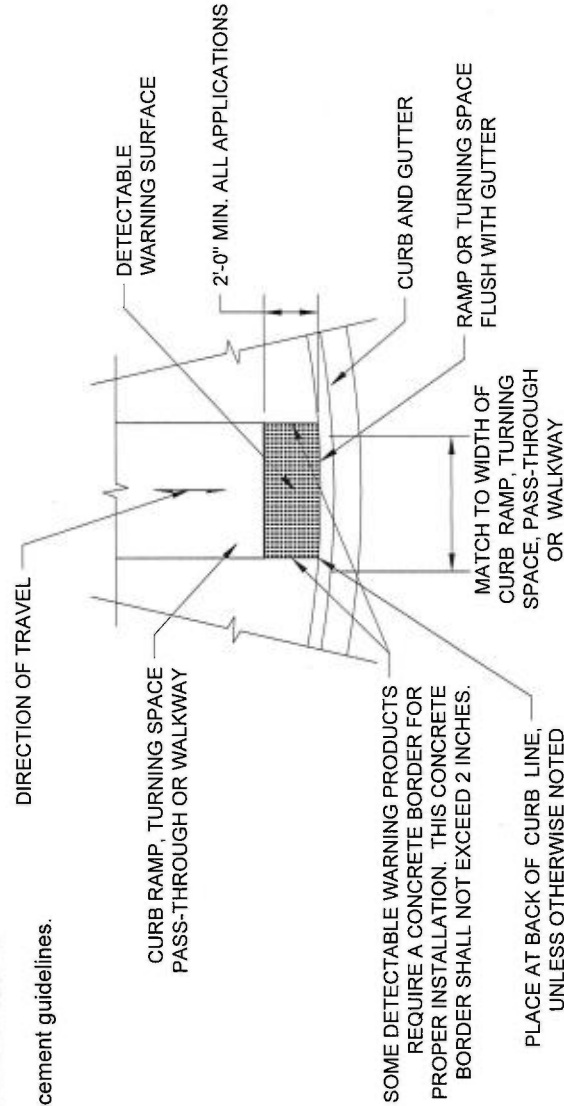
APPROVED FOR PUBLICATION

CITY ENGINEER
 DATE **8/16/16**

CITY OF TACOMA

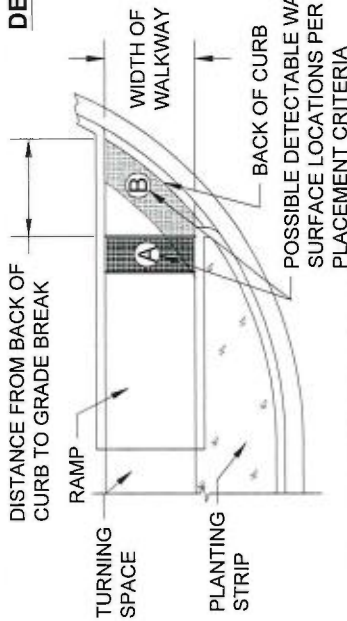
DETECTABLE WARNING SURFACE
DETAILS

STANDARD PLAN NO. SU-05G

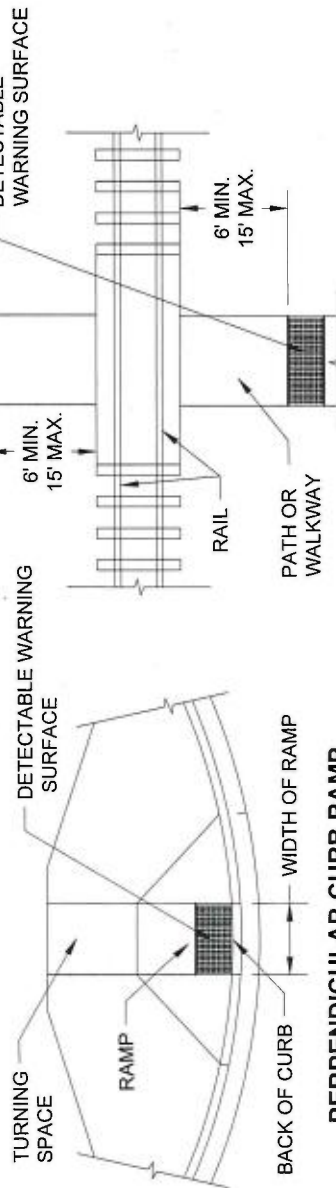


DETECTABLE WARNING SURFACE DETAIL

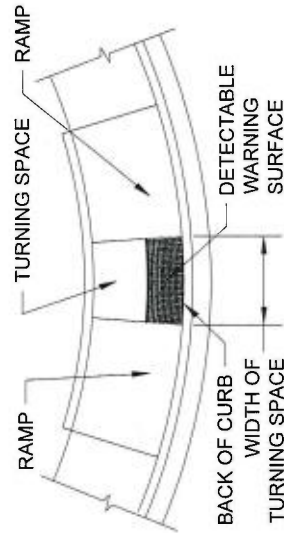
DETECTABLE WARNING PLACEMENT CRITERIA FOR SINGLE DIRECTIONAL CURB RAMP



SINGLE DIRECTION CURB RAMP



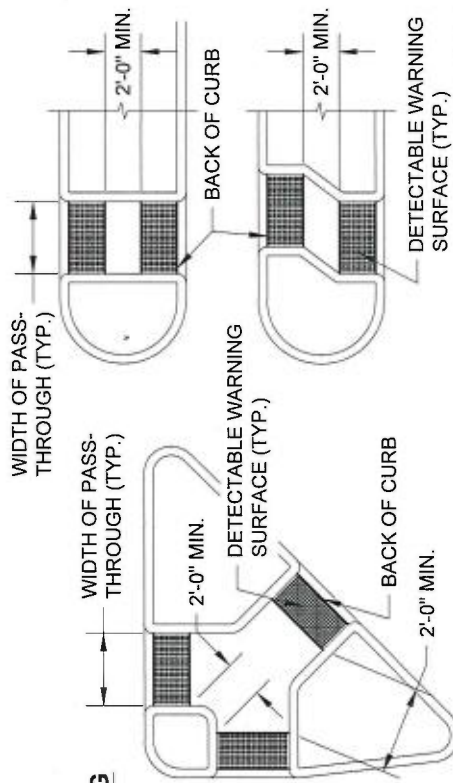
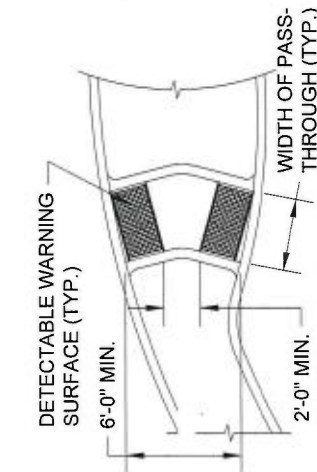
PERPENDICULAR CURB RAMP (SEE SU-05A AND SU-05B)



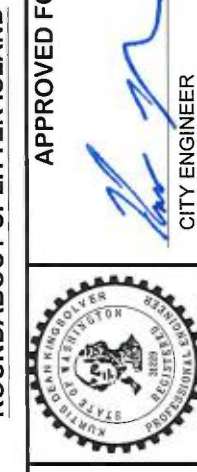
PARALLEL CURB RAMP (SEE SU-05C, SU-05D, AND SU-05E)



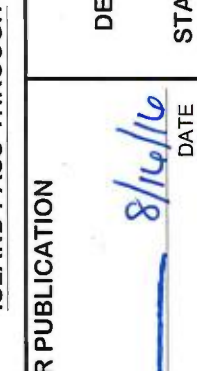
PEDESTRIAN RAILROAD CROSSING



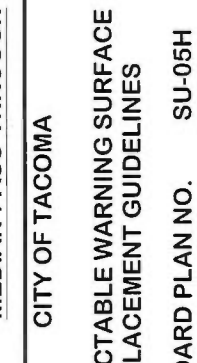
ROUNDABOUT SPLITTER ISLAND



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.

REVIEWED BY **GMS**

PUBLIC WORKS

ENVIRONMENTAL SERVICES

TACOMA WATER

APPROVED FOR PUBLICATION

CITY OF TACOMA

DETECTABLE WARNING SURFACE
PLACEMENT GUIDELINES

STANDARD PLAN NO. SU-05H



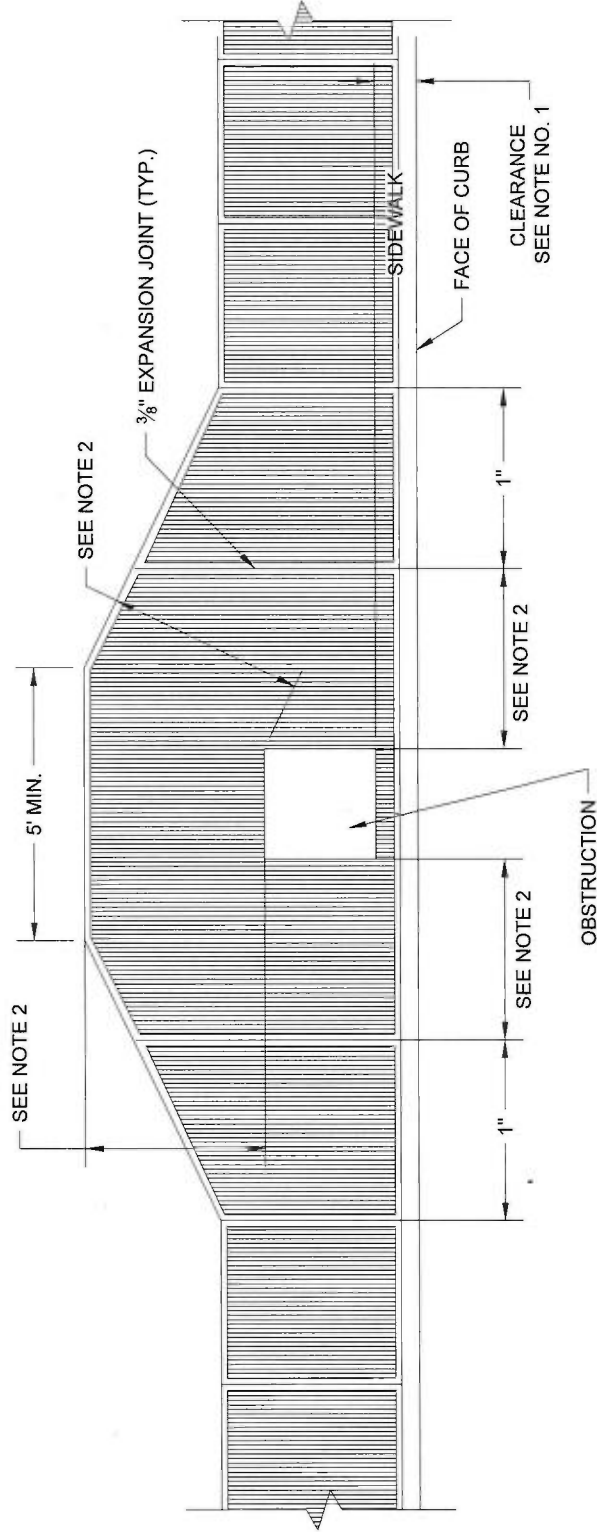
[Signature]
CITY ENGINEER

DATE

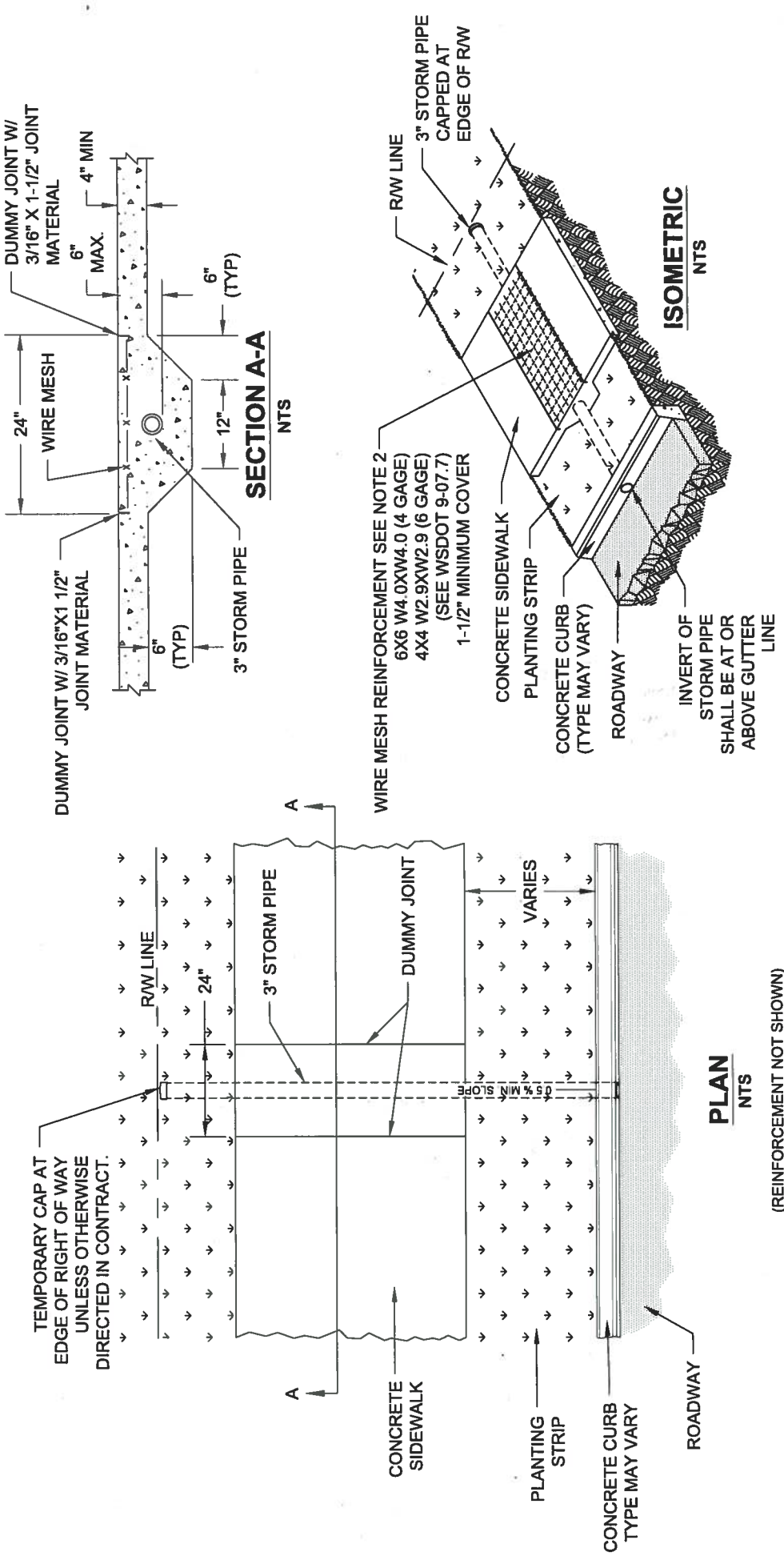
8/16/16

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).



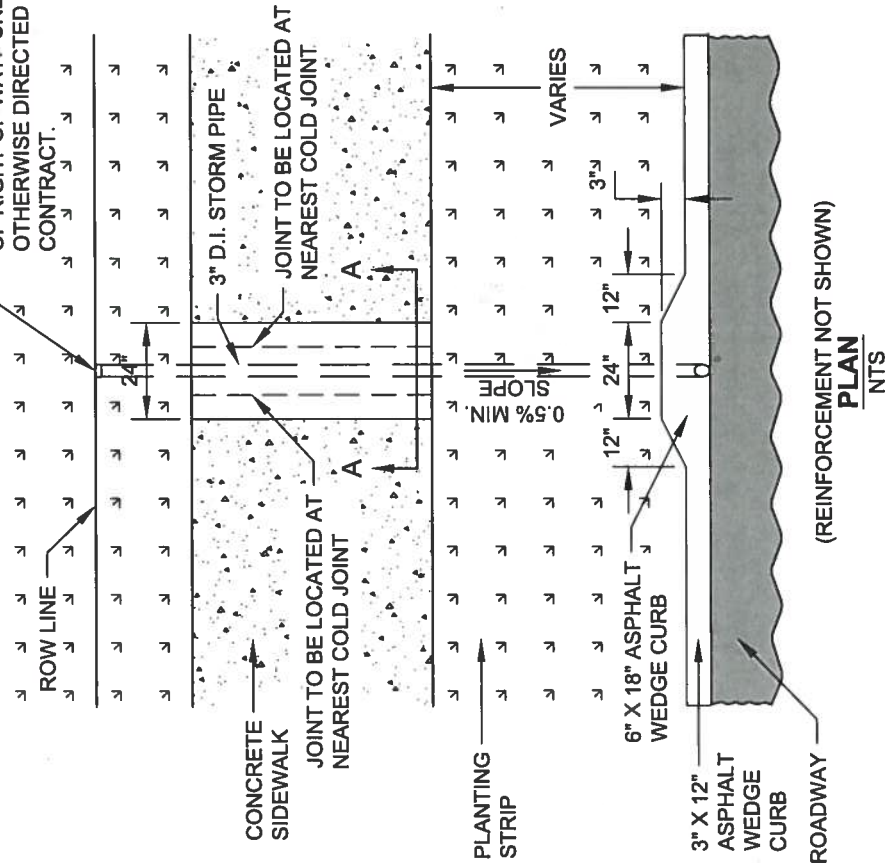
<p>DCS</p> <p>PUBLIC WORKS</p> <p>N/A</p> <p>TACOMA POWER</p>	<p>REVIEWED BY GMS</p> <p>ENVIRONMENTAL SERVICES</p> <p>NA</p> <p>TACOMA WATER</p>	<p>APPROVED FOR PUBLICATION</p> <p><i>[Signature]</i></p> <p>CITY ENGINEER</p>	<p>CITY OF TACOMA</p> <p>SIDEWALK CLEAR WIDTHS AND OBSTRUCTION GUIDELINES</p> <p>STANDARD PLAN NO. SU-06</p>
<p>DATE</p> <p>8/16/16</p>			



- 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.

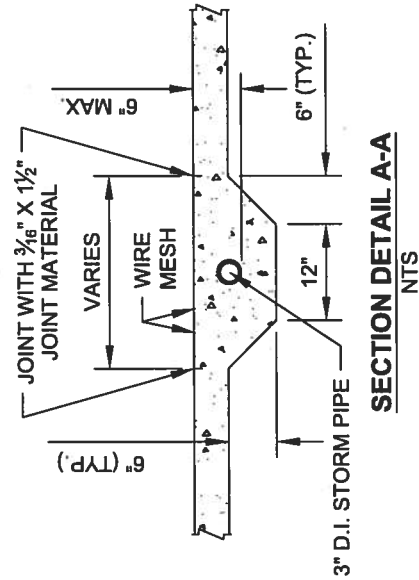
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TEMPORARY CAP AT EDGE
OF RIGHT OF WAY. UNLESS
OTHERWISE DIRECTED IN
CONTRACT.



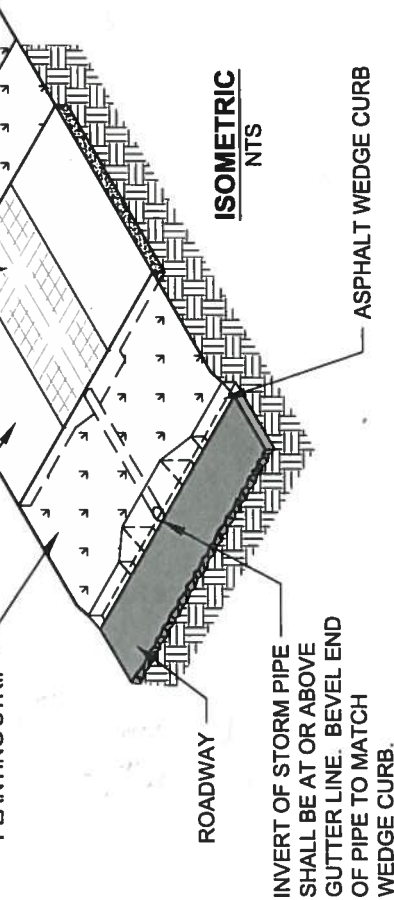
NOTES

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 shall be used in pervious sidewalks.
3. Storm pipe material shall be ductile iron per the City Stormwater Management Manual Volume 3, for pipes within the Right-of-Way.



WIRE MESH REINFORCEMENT
SEE NOTE 2
6 x 6 W4.0 x W4.0 (4 GAGE)
4 x 4 W2.9 x W2.9 (6 GAGE)
(IN ACCORDANCE WITH WSDOT
STANDARD SPECIFICATION 9-07.7)
1 1/2" MINIMUM COVER

CONCRETE SIDEWALK
PLANTING STRIP



INVERT OF STORM PIPE
SHALL BE AT OR ABOVE
GUTTER LINE. BEVEL END
OF PIPE TO MATCH
WEDGE CURB.

REVIEWED BY **gms**
PUBLIC WORKS
NA
TACOMA POWER



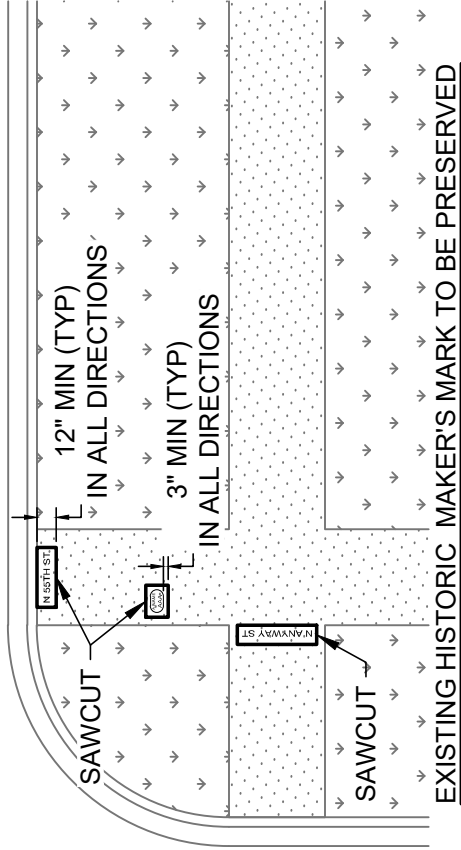
APPROVED FOR PUBLICATION

CITY OF TACOMA
STORM PIPE THROUGH
ASPHALT WEDGE CURB
CONNECTION
STANDARD PLAN NO. SU-29A

[Signature]
DATE 4/2/12
CITY ENGINEER

NOTES

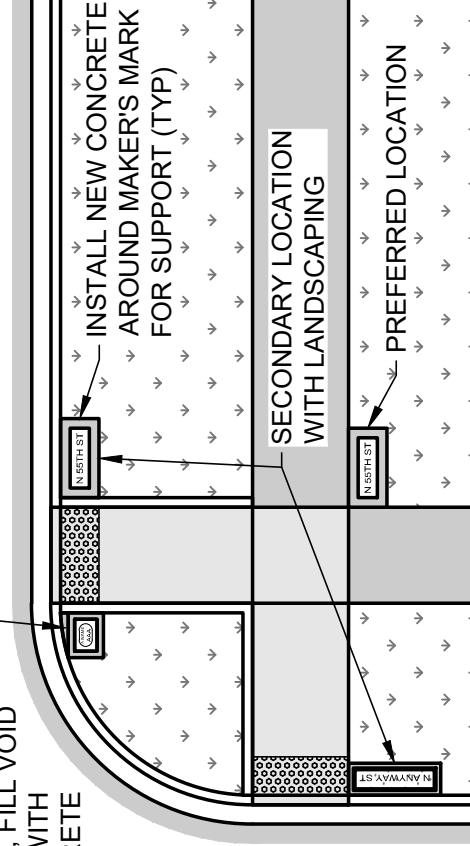
1. Single stamp/impression shall be placed in 6" of concrete with 4" border as close to the preferred location as possible. If constructed in Historic District, see Standard Plan HD-NS03 for details on applying concrete color.
2. Existing stamp/impression shall be sawcut to no less than 3" from stamp lettering or symbol and shall be no smaller than 12" in any direction.
3. Street name to be parallel with the corresponding street, and oriented to be read from the sidewalk, and as though the reader is facing the street.
4. See Standard Plan SU-05 series for details on curb ramp construction.
5. If a crack or broken section of concrete is in the existing stamped area to be cut, then the stamp shall be disposed of and not salvaged.



EXISTING HISTORIC MAKER'S MARK TO BE PRESERVED

WHEN PLACED ADJACENT TO A CURB CURVE, FILL VOID AREA WITH CONCRETE

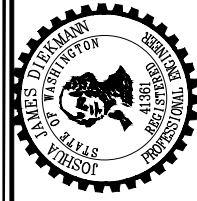
EXISTING HISTORIC MAKER'S MARK TO BE PRESERVED



MAKER'S MARK POTENTIAL NEW LOCATIONS
CURB RAMPS WITH LANDSCAPING AND PED CURBS

MAKER'S MARK POTENTIAL NEW LOCATION
CURB RAMPS WITH WINGS/FLARES AND WITH OR WITHOUT LANDSCAPING

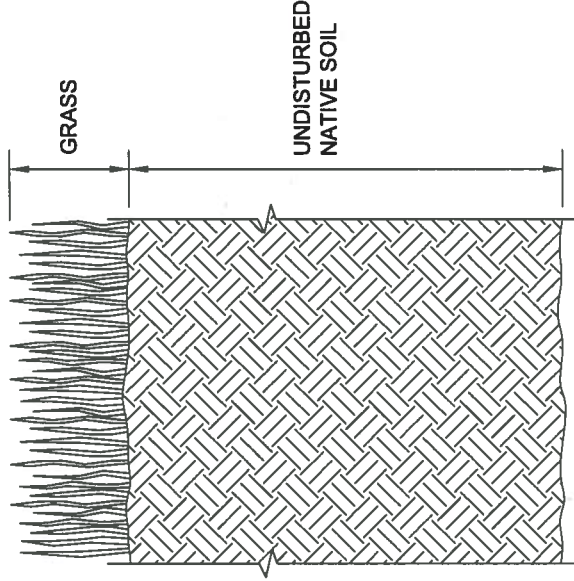
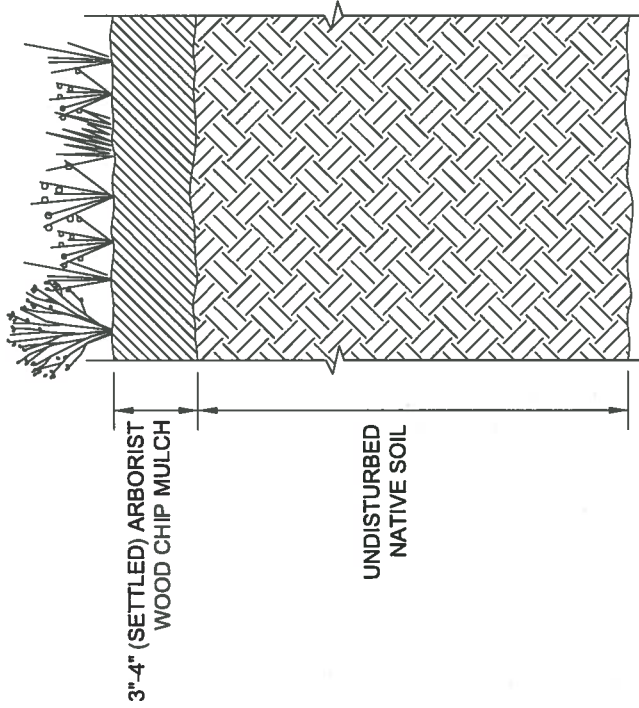
<p>RVDR</p> <p>PUBLIC WORKS</p> <p>TACOMA POWER</p>	<p>REVIEWED BY</p> <p>ENVIRONMENTAL SERVICES</p> <p>TACOMA WATER</p>	<p>APPROVED FOR PUBLICATION</p> <p>10/02/2022</p> <p>DATE</p>	<p>CITY OF TACOMA</p> <p>HISTORIC MAKER'S MARK</p> <p>SIDEWALK STREET NAME IMPRINT PRESERVATION</p> <p>STANDARD PLAN NO. SU-40</p>
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DocuSigned by:
James Diekmann

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 REVIEWED BY *hmg*

PUBLIC WORKS

ENVIRONMENTAL SERVICES

NA

TACOMA POWER



APPROVED FOR PUBLICATION

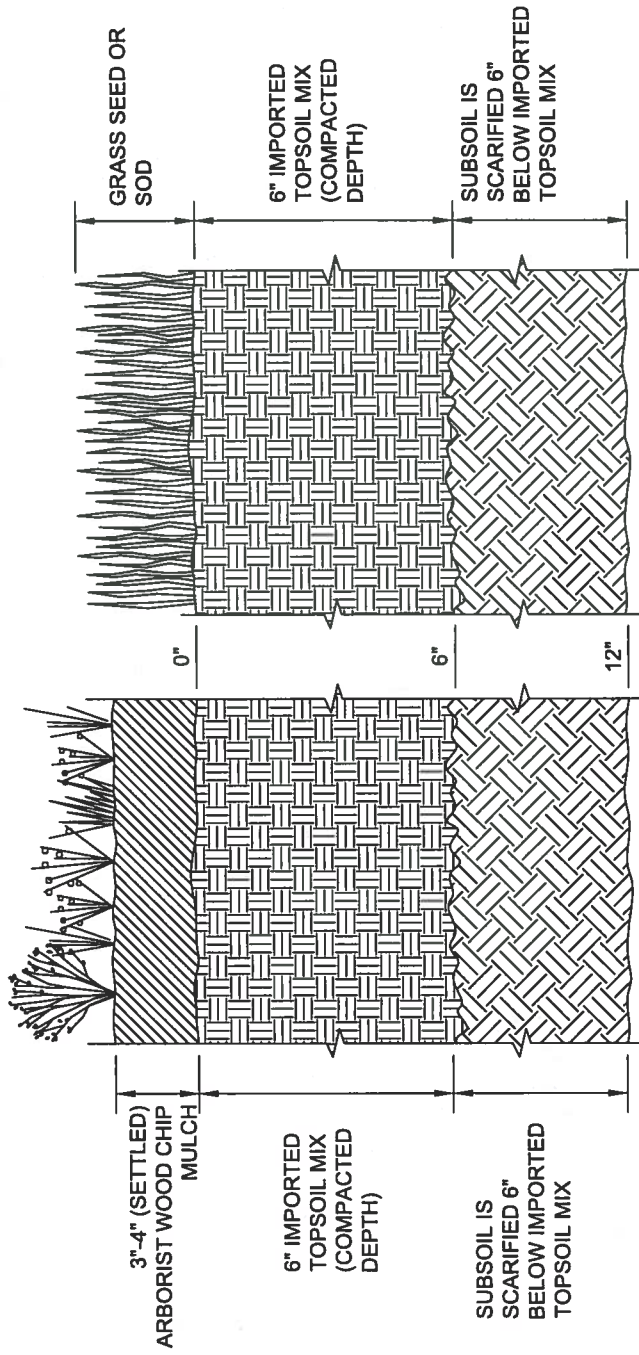
[Signature]
CITY ENGINEER

7/24/16
DATE

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.

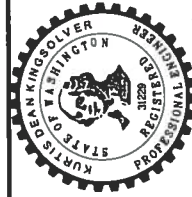
REVIEWED BY *Grds*

PUBLIC WORKS ENVIRONMENTAL SERVICES

NA NA

TACOMA POWER

TACOMA WATER



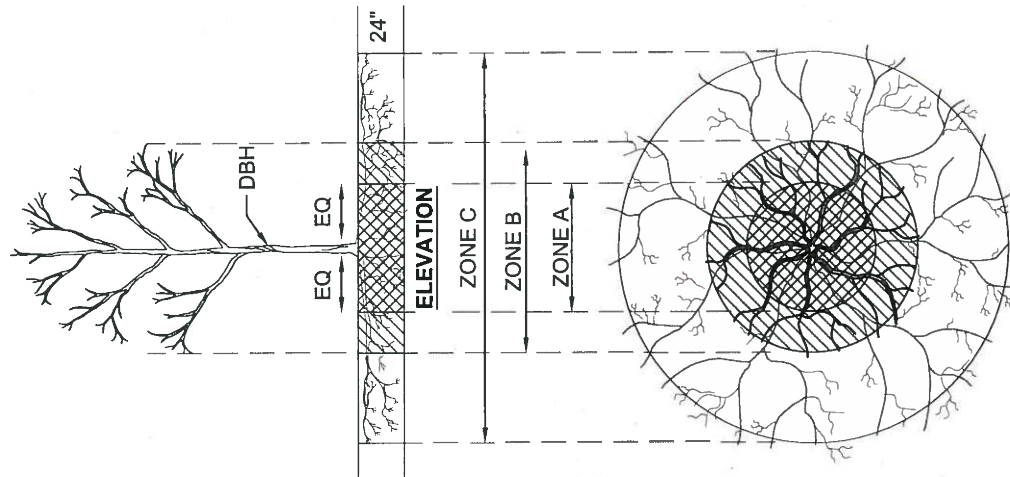
APPROVED FOR PUBLICATION

CITY OF TACOMA

BMP L613 POST CONSTRUCTION SOIL QUALITY AND DEPTH OPTION 4 - IMPORTED TOPSOIL

STANDARD PLAN NO. GSI-01d

[Signature] DATE 4/21/16
CITY ENGINEER



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

APPROVED FOR PUBLICATION

**CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS**

**TREE PROTECTION
DURING CONSTRUCTION**

STANDARD PLAN NO. LS-08

[Signature]
CITY ENGINEER

DATE
7/4/12

TREE PROTECTION ZONE (TPZ)

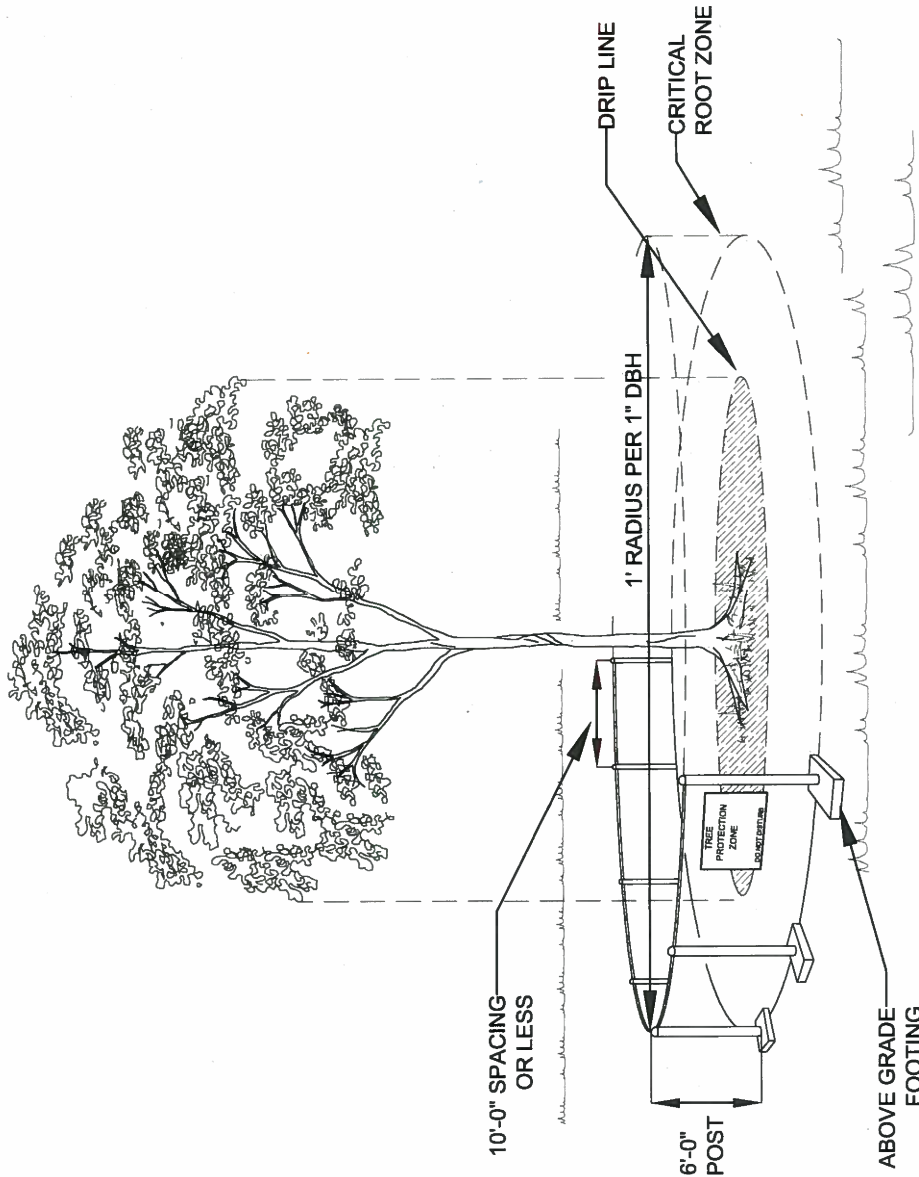
The Tree Protection Zone is an arborist defined area surrounding the trunk intended to protect the roots and soil to ensure future tree health and safety.

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



CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

APPROVED FOR PUBLICATION

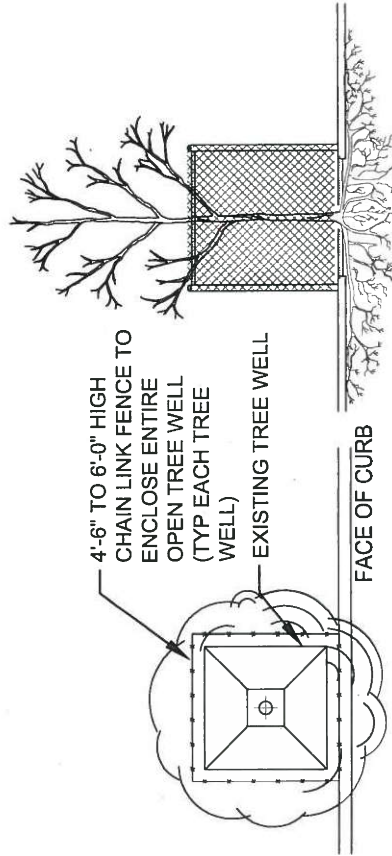
TREE PROTECTION
DURING CONSTRUCTION

STANDARD PLAN NO. LS-09

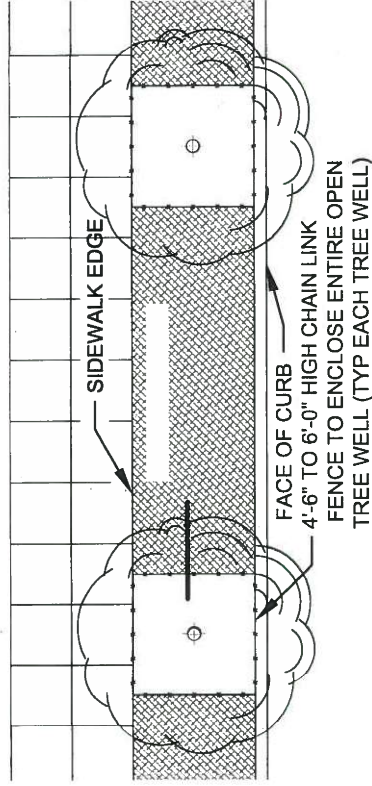
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CITY ENGINEER
DATE 7/4/15

NOTES:

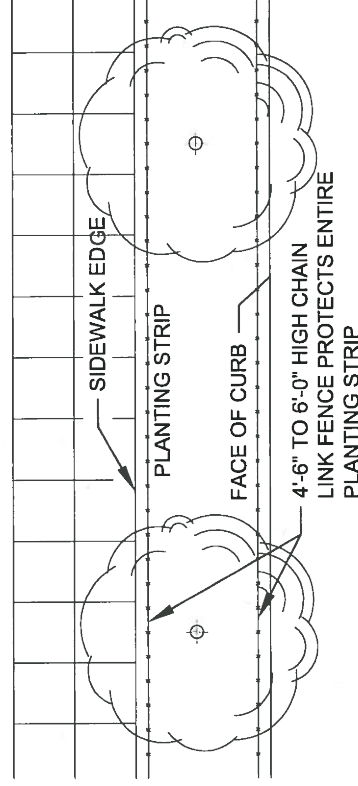
1. Tree protection requirements included in this standard detail are for trees which are directly adjacent to paved surfaces which will be retained through construction.
2. Required protection measures for trees other than those in tree wells and planting strips are contained in the TYPICAL TREE PROTECTION 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**

APPROVED FOR PUBLICATION

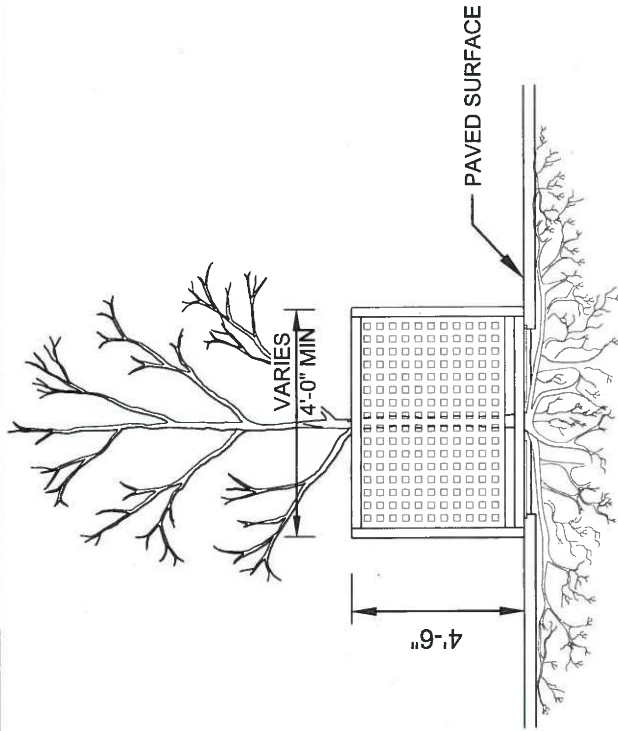
**TREE PROTECTION FENCING
FOR TREES IN PAVED AREAS**

CITY ENGINEER

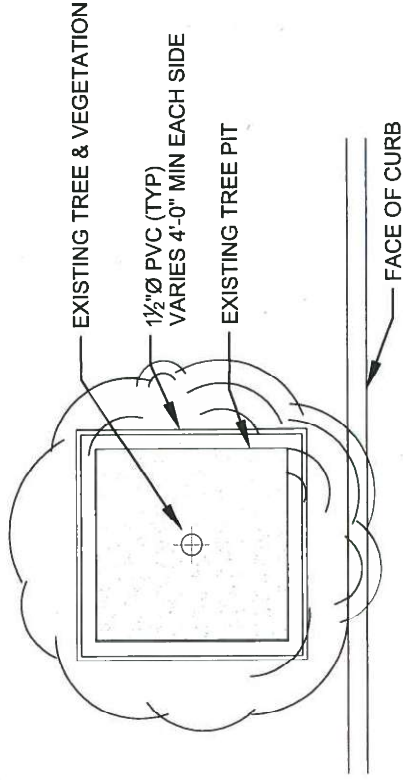
DATE

STANDARD PLAN NO.

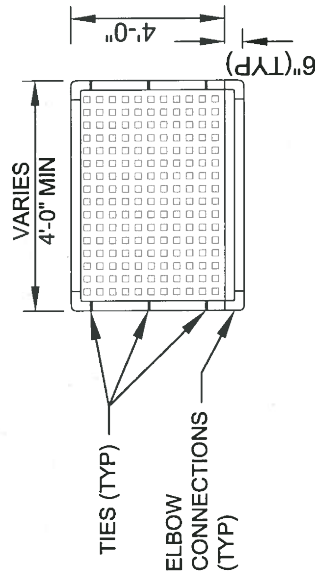
LS-10



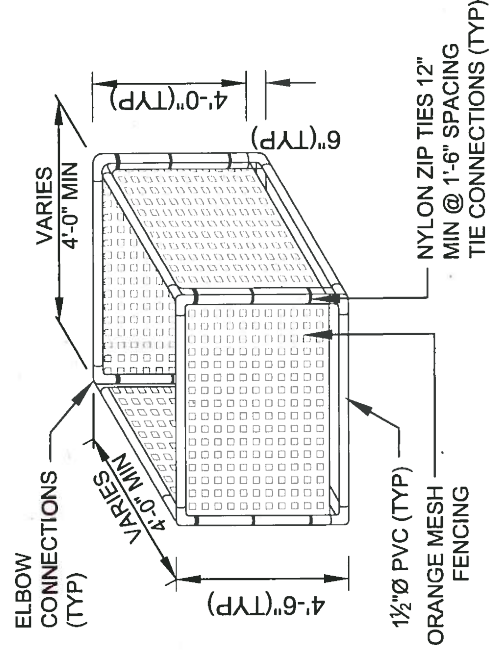
TYPICAL TREE GUARD RAIL



PLAN VIEW



TYPICAL PANEL



APPROVED FOR PUBLICATION

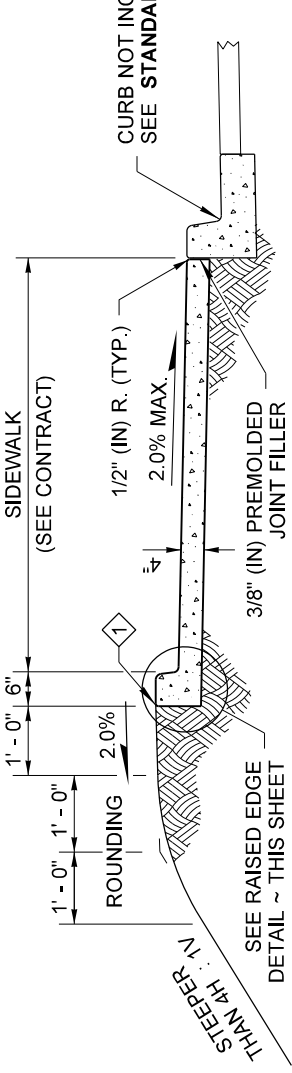
REUSABLE TREE PROTECTION
FENCING FOR PAVED AREAS

STANDARD PLAN NO. LS-11

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

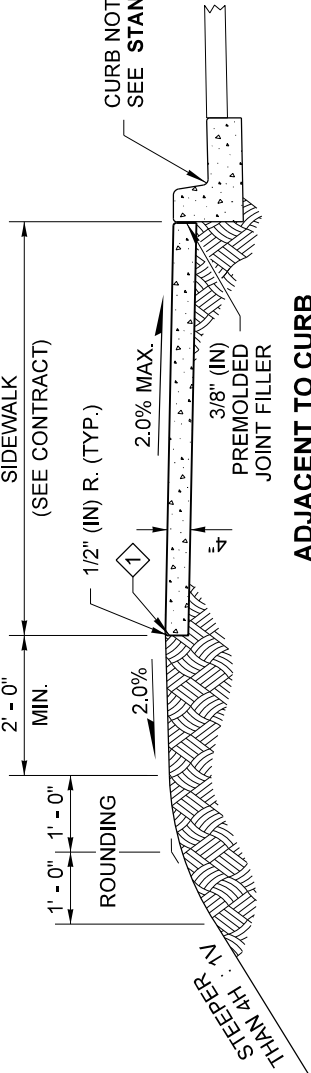
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CITY ENGINEER

DATE 7/6/15



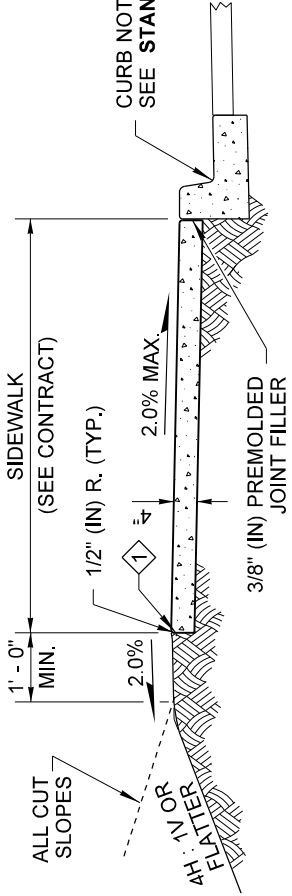
WITH RAISED EDGE

1 FINISHED GRADE 1" (IN) BELOW TOP OF CONCRETE SURFACE

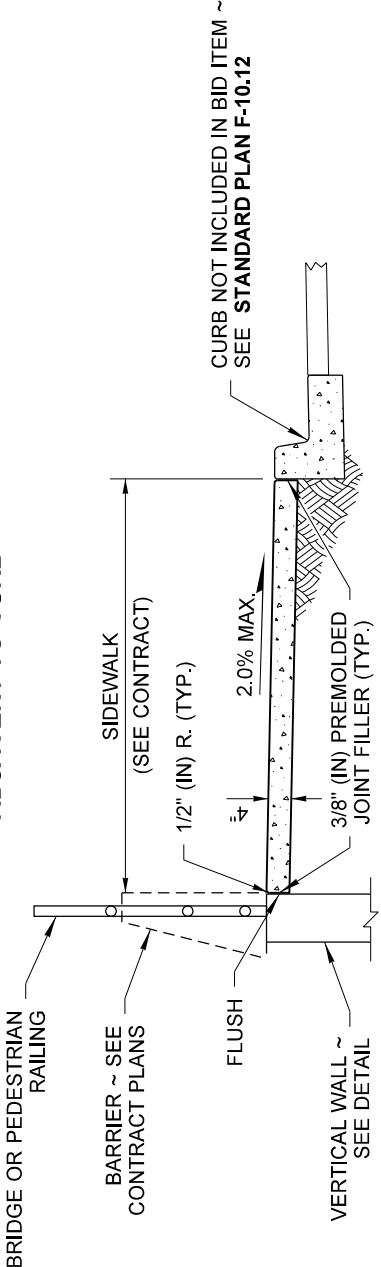


ADJACENT TO CURB (STEEP FILL SLOPES)

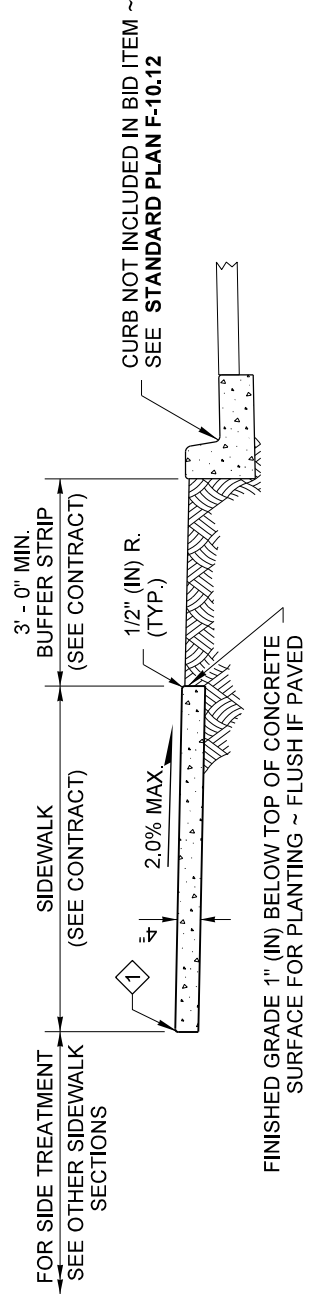
DRAWN BY: LISA CYFORD



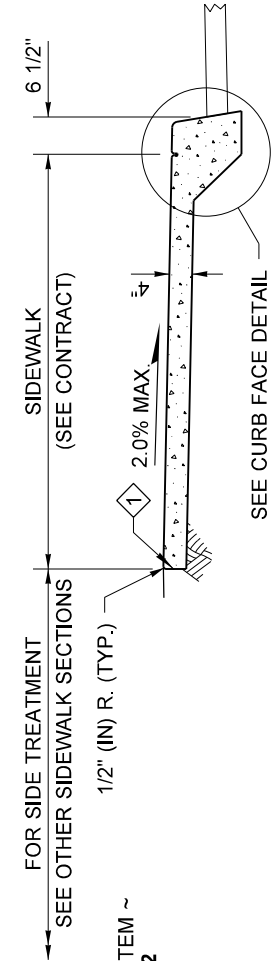
ADJACENT TO CURB



ADJACENT TO CURB AND RAILING OR WALL



ADJACENT TO BUFFER STRIP



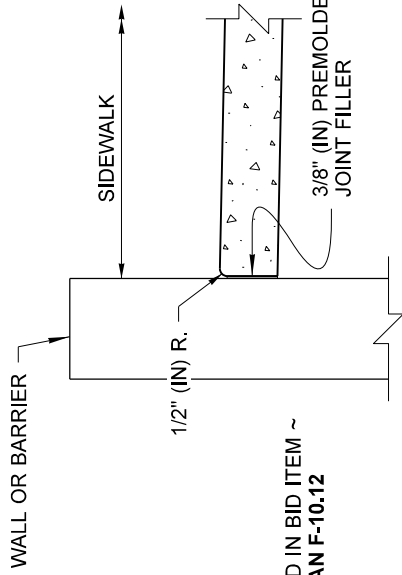
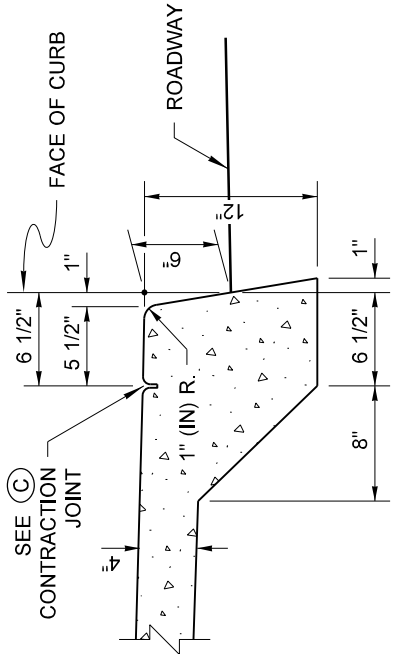
MONOLITHIC CEMENT CONCRETE CURB AND SIDEWALK

NOTE

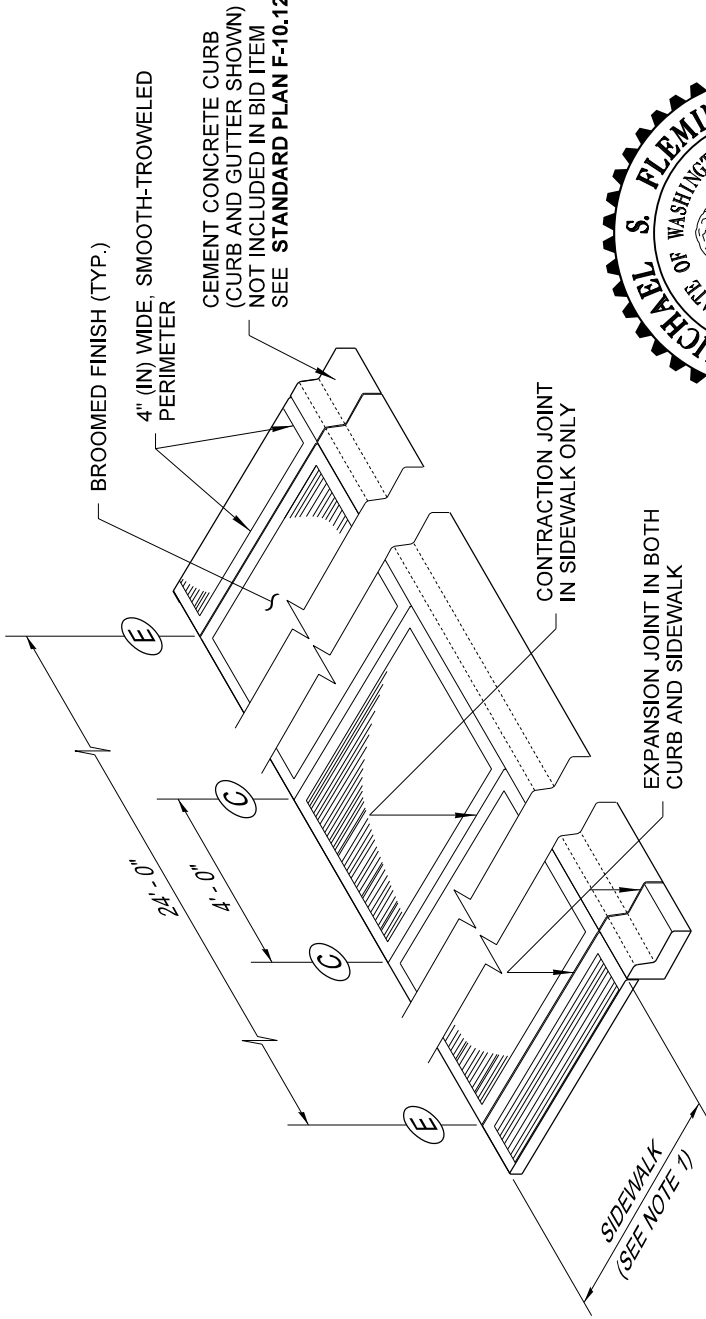
- Gratings, Access Covers, Junction Boxes, Cable Vaults, Pull Boxes and other appurtenances within the sidewalk must have slip resistant surfaces, be flush with surface, and match grade of the sidewalk.

CURB FACE DETAIL

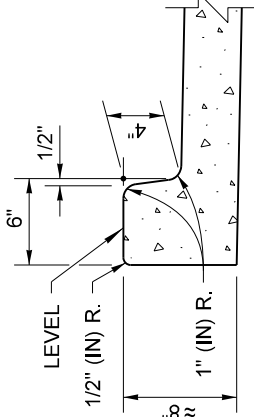
EXTEND SIDEWALK TRANSVERSE EXPANSION JOINTS TO INCLUDE CURB (FULL DEPTH)



SIDEWALK ADJACENT TO WALL DETAIL

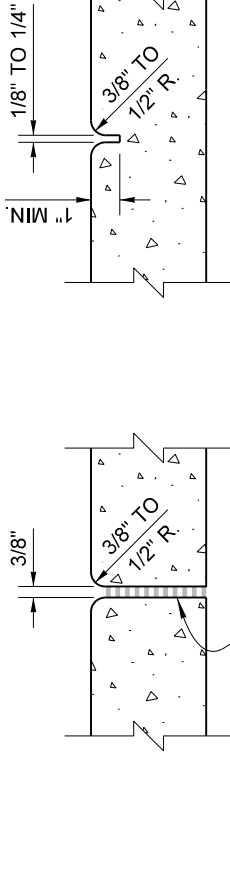


ISOMETRIC VIEW JOINT AND FINISH DETAIL



RAISED EDGE DETAIL

EXTEND SIDEWALK TRANSVERSE JOINTS TO INCLUDE RAISED EDGE



EXPANSION JOINT

CONTRACTION JOINT



Michael S
Fleming

Digitally signed by Michael S
Fleming
Date: 2020.09.24 07:40:16 -0700'

CEMENT CONCRETE SIDEWALK

STANDARD PLAN F-30.10-04

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Date: 2020.09.25

15:43:50 -0700'

STATE DESIGN ENGINEER

Washington State Department of Transportation

APPENDIX C

COMBINED STORMWATER SITE PLAN AND CONSTRUCTION STORMWATER POLLUTION PREVENTION PLAN REPORT

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

Sidewalk Replacement, Eastside of Tacoma

Prepared For

City of Tacoma Public Works

Project Location

Various locations throughout Eastside of Tacoma, east of Pacific Avenue and south of I-5.

Stormwater Site Plan Prepared By

Name	Department	Contact Telephone Number	Email Address
Sandra Guffey	Public Works	253.591.5270	sguffey@cityoftacoma.org

Date Prepared: 03/1/2023

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 within the 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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are creeks 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 ravines 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 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 type="checkbox"/> Yes <input checked="" 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 type="checkbox"/> Yes <input checked="" 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.

Figure 1 – Existing Site Conditions Map with Legend

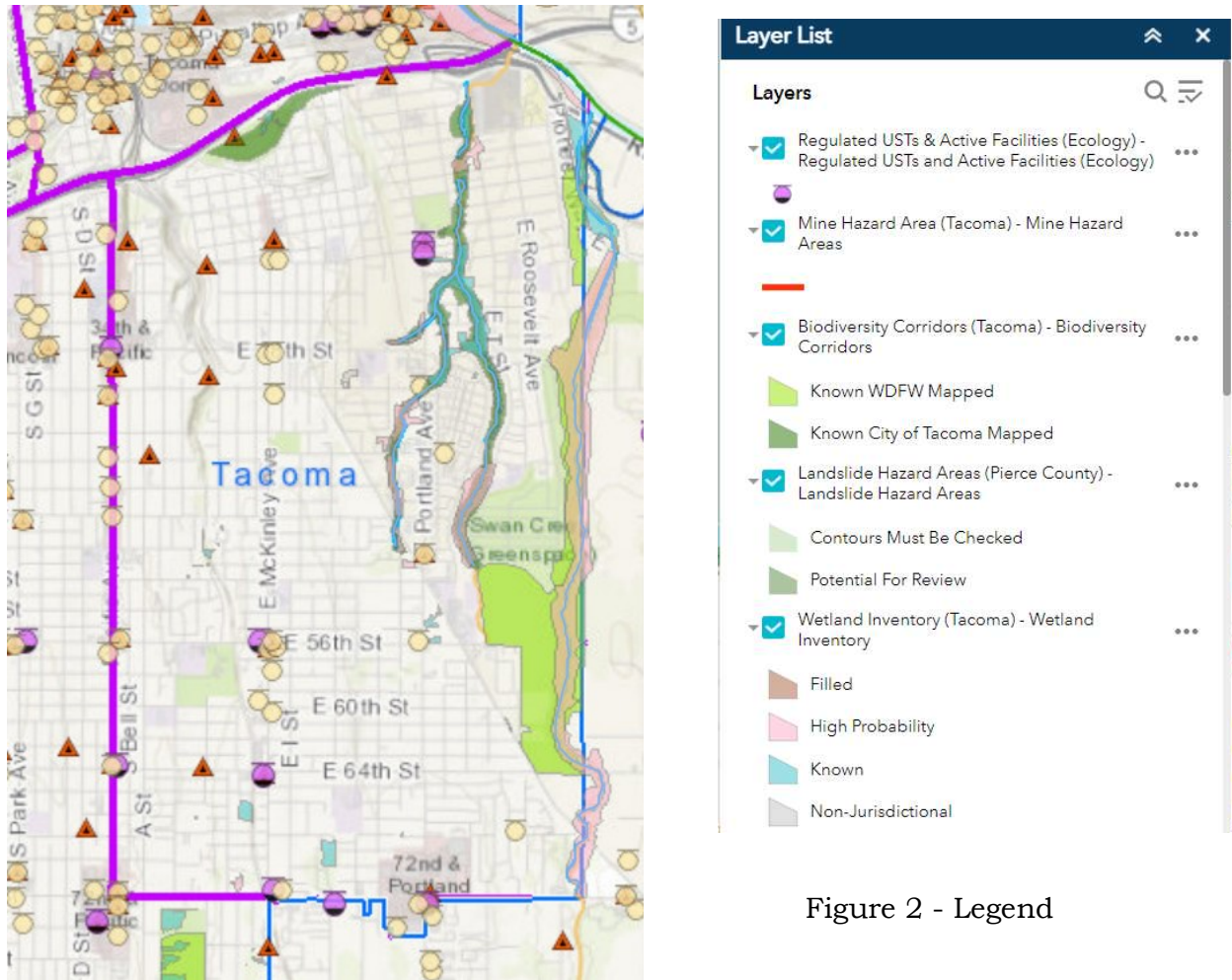


Figure 2 - Legend

B. Existing Project Site Condition Basin Map

i. Provide an existing conditions basin map

See Figure 1. The existing locations are within City ROW - sidewalk sections.

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 figures (collectively Figure 3) below.



Figure 3 – Project Locations and Downstream Flowpaths

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
1418 E 31ST ST	250
1424 E 31ST ST	400
715 E 35TH ST	107
515 E 36TH ST	110
608 E 43RD ST	62.5
1006 E 46TH ST	50
1018 E 47TH ST	161
946 E 51ST ST	110
810 E 54TH ST	230
1407 E 55TH ST	75
515 E 56TH ST	100
1125 E 56TH ST	25
1211 E 56TH ST	50
828 E 57TH ST	600
924 E 57TH ST	127.5
1006 E 58TH ST	150
1022 E 58TH ST	125
910 E 59TH ST	88.5
1011 E 59TH ST	91
1620 E 59TH ST	50
1708 E 59TH ST	25
2008 E 59TH ST	25
2021 E 60TH ST	75
226 E 61ST ST	50
1009 E 61ST ST	25
1310 E 61ST ST	25
1321 E 61ST ST	165
1414 E 61ST ST	110
1701 E 61ST ST	200
1721 E 61ST ST	50
1917 E 61ST ST	25
830 E 62ND ST	95
1129 E 62ND ST	95
1225 E 62ND ST	75
2006 E 62ND ST	75
1013 E 63RD ST	100
2015 E 63RD ST	235
2026 E 63RD ST	50
945 E 65TH ST	60
1608 E 65TH ST	30

Sidewalk Replacement Location	Amount of Replaced Non PGIS Hard Surface Area
1902 E 65TH ST	25
146 E 67TH ST	50
1616 E 67TH ST	50
2202 E 67TH ST	60
919 E 68TH ST	100
1014 E 68TH ST	55
3832 E B ST	25
4028 E B ST	50
4030 E B ST	100
4636 E B ST	50
4815 E B ST	47.5
3585 E E ST	75
4507 E E ST	100
4611 E E ST	42.5
3610 E F ST	147.5
3615 E F ST	222.5
3710 E F ST	65
4049 E F ST	300
4334 E F ST	109
4607 E F ST	75
3565 E G ST	100
3581 E G ST	25
4336 E G ST	115
4605 E G ST	150
4609 E G ST	137.5
4617 E G ST	150
4620 E G ST	50
6613 E GRANDVIEW AVE	25
523 E HARRISON ST	235
3586 E J ST	150
4050 E J ST	50
6612 E J ST	170
3574 E K ST	112.5
3579 E K ST	25
3507 E L ST	187.5
7110 E L ST	45
6016 E M ST	100
6106 E N ST	75
3576 E SPOKANE ST	50
3597 E SPOKANE ST	120
3846 E SPOKANE ST	150
608 E WRIGHT AVE	220
619 E WRIGHT AVE	390
705 E WRIGHT AVE	165
715 E WRIGHT AVE	135
4028 A ST	1580
4624 A ST	50

Sidewalk Replacement Location	Amount of Replaced Non PGIS Hard Surface Area
4630 A ST	150
4633 A ST	25
4809 A ST	150
4835 A ST	272.5
4837 A ST	132.5
5023 A ST	25
3579 MCKINLEY AVE	50
3634 MCKINLEY AVE	375
3707 MCKINLEY AVE	50
4030 MCKINLEY AVE	80
4059 MCKINLEY AVE	210
4336 MCKINLEY AVE	125
6514 MCKINLEY AVE	125
6901 MCKINLEY AVE	70
6921 MCKINLEY AVE	25
6960 MCKINLEY AVE	50
4327 PACIFIC AVE	62
5631 PACIFIC AVE	50
302 SOUTH LN	170
2201 SWEET ST	45
263 WEST ST	190
109 S 37TH ST	273
152 S 48TH ST	32.5
111 S 58TH ST	27.5
101 S 60TH ST	117.5
119 S 60TH ST	282.5
120 S 60TH ST	330
120 S 70TH ST	40
4323 S BELL ST	25
4326 S BELL ST	25
4327 S BELL ST	25
4514 S BELL ST	58
6027 S BELL ST	175

Total Replace Non-PGIS is 14,907 Square Feet.

B. Receiving Waterbody Table

Receiving Waterbody Name	Type of Receiving Waterbody
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.

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.

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"/> BMP L614: Full Dispersion <u>or</u> <input type="checkbox"/> BMP L602: Downspout Full Infiltration	<input type="checkbox"/> Yes <input type="checkbox"/> No	1. BMP L602: Downspout Full Infiltration	<input type="checkbox"/> Yes <input type="checkbox"/> No
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 checked="" 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 type="checkbox"/> Yes <input type="checkbox"/> No
2. Choose One:	<input type="checkbox"/> Yes		

<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 checked="" type="checkbox"/> BMP L630: Bioretention	<input checked="" type="checkbox"/> No		
3. Choose One: <input checked="" type="checkbox"/> BMP L612: Sheet Flow Dispersion, <u>or</u> <input type="checkbox"/> BMP L611: Concentrated Flow Dispersion	<input type="checkbox"/> Yes <input checked="" 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.

City of Tacoma Stormwater Management Manual – Infeasibility Checklist

Surface Type: Roofs and Other Hard Surfaces

BMP L614: Full Dispersion

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-9 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

Question Number	Question	Yes	No	NA
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1	Can the flow spreader and dispersion areas be placed 10 feet or more from any building structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Can the flow spreader and dispersion areas be placed 5 feet or more from any other structure or property line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Can the dispersion areas be placed 50 feet or more from the top of any slope 15% or greater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Can the dispersion areas be placed 50 feet or more from geologically hazardous areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Can the dispersion area be located outside of critical areas, critical area buffers, streams, or lakes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Can the flow spreader and dispersion area maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Will installing a full dispersion system cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (8a-8e).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8a	Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act	<input type="checkbox"/>		
8b	Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts	<input type="checkbox"/>		
8c	Public health and safety standards	<input type="checkbox"/>		
8d	Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way	<input type="checkbox"/>		
8e	Critical Area Preservation Ordinance	<input type="checkbox"/>		
9	Can the design standards in BMP L614 be met?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9a	Describe the design standard that cannot be met:			
Questions #10 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).				
10	Will the use of a full dispersion cause erosion or flooding problems onsite or on adjacent properties? (An answer of yes means this BMP is not feasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

City of Tacoma Stormwater Management Manual – Infeasibility Checklist

Surface Type: Roofs or Other Hard Surface

BMP L630: Bioretention

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-18 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries. Citation of the following do not need site-specific written recommendations from a Washington State Licensed Professional Engineer or Washington State Licensed Professional Geologist though some criteria may require professional services to determine if the infeasibility criteria apply.

Question Number	Question	Yes	No	NA
1	Can the bioretention facility be placed 10 feet or more from any building structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Can the bioretention facility be placed 5 feet or more from any other structure or property line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Can the bioretention facility be placed 50 feet or more from the top of any slope greater than 20%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Can the bioretention facility be placed 50 feet or more from geologically hazardous areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Can the bioretention facility be located outside of designated erosion or landslide hazard areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Can the bioretention facility be located greater than 100 feet from an underground storage tank whose capacity including tank and underground connecting pipe is 1100 gallons or more?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	Can the bioretention facility be located greater than 10 feet from an underground storage tank (tank used for petroleum product, chemical, or liquid hazardous waste storage) whose capacity including tank and underground connecting pipe is 1100 gallons or less?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Can the bioretention facility be located greater than 100 feet of a closed or active landfill?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9	Can the bioretention facility be located greater than 100 feet from drinking water well or a spring used for drinking water supply?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Can the bioretention facility be placed 10 feet or more from small on-site sewage disposal drainfields? (For large on-site sewage disposal setbacks see WAC Chapter 246-727B).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11	Can the bioretention facility be located on slopes less than 8%?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Is the bioretention facility compatible with the surrounding drainage system (e.g., project drains to an existing stormwater system whose elevation precludes proper connection to the bioretention facility)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	For properties with known soil or groundwater contamination, can the bioretention facility be located greater than 100 feet from an area known to have deep soil contamination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	For properties with known soil or groundwater contamination, can the bioretention facility be located such that infiltration will not increase or change the direction of the migration of pollutants in the groundwater? (Based upon groundwater modeling).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	For properties with known soil or groundwater contamination, can the bioretention facility be located in an area that does not have contaminated surface soils that are proposed to remain in place?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	For properties with known soil or groundwater contamination, can the bioretention facility be located in areas not prohibited by an approved cleanup plan under the state Model Toxics Control Act or Federal Superfund Law, or an environmental covenant under Chapter 64.70 RCW?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	For bioretention facilities that are constructed with imported compost materials, can the bioretention facility be located greater than ¼ mile from a phosphorus-sensitive waterbody? (Does not apply to discharges to Wapato Lake).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	Will installing a bioretention facility cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (18a-18e).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18a	Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act	<input type="checkbox"/>		
18b	Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts	<input type="checkbox"/>		
18c	Public health and safety standards	<input type="checkbox"/>		
18d	Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way	<input type="checkbox"/>		
18e	Critical Area Preservation Ordinance	<input type="checkbox"/>		
Questions #19-21 relate to infeasibility criteria that are based upon subsurface characteristics and require a soils report to determine infeasibility.				
19	Is the depth from the lowest level of the bioretention soil mix or any underlying gravel layer to the seasonal high groundwater table or other impermeable layer equal to or greater than 1	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	foot? This applies only if the contributing area to the bioretention facility has less than 5,000 square feet of pollution-generating impervious surface, and less than 10,000 square feet of impervious surface, and less than ¼ acre pervious surface.			
20	Is the depth from the lowest level of the bioretention soil mix or any underlying gravel layer to the seasonal high groundwater table or other impermeable layer equal to or greater than 3 feet? This applies only if the contributing area to the bioretention facility has: 5,000 square feet or greater of pollution-generating impervious surface, or 10,000 square feet or greater of impervious surface, or more ¾ acre pervious surface AND the bioretention facility cannot be broken down into amounts smaller than those listed above.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	Was the soil classified as having a measured native soil saturated hydraulic conductivity of 0.3 in/hour or more?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Questions 22-29 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).				
22	Will the proposed bioretention facility location threaten the safety or reliability of preexisting underground utilities, preexisting underground storage tanks, preexisting structures, or preexisting road or parking lot surfaces? (An answer of yes means the BMP is infeasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
23	Will the proposed bioretention facility location allow for a safe overflow pathway to the City stormwater system or a private stormwater system?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	Are there reasonable concerns about erosion, slope failure, or downgradient flooding due to infiltration? (An answer of yes means the BMP is infeasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25	Is the project located in an area whose groundwater drains into an erosion hazard or landslide hazard area? (An answer of yes means the BMP is infeasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26	Will infiltrating water threaten existing below grade basements? (An answer of yes means the BMP is infeasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
27	Will infiltrating water threaten shoreline structures such as bulkheads? (An answer of yes means the BMP is infeasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28	Is there lack of usable space onsite for bioretention facilities at redevelopment sites? (An answer of yes means the BMP is infeasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29	For public road projects, is there insufficient space within the ROW to install a bioretention facility? (An answer of yes means this BMP is infeasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

City of Tacoma Stormwater Management Manual – Infeasibility Checklist

Surface Type: Other Hard Surfaces

BMP L612: Sheet Flow Dispersion

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-9 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

Question Number	Question	Yes	No	NA
1	Can the sheet flow dispersion system be placed 10 feet or more from any building structure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Can the sheet flow dispersion system be placed 5 feet or more from any other structure or property line?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3	Can the sheet flow dispersion system be placed 50 feet or more from the top of any slope 15% or greater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Can the sheet flow dispersion system be placed 50 feet or more from geologically hazardous areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Can the sheet flow dispersion system maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6	Is it possible to provide a vegetated flowpath width of 10 feet or greater for up to 20 feet of width of paved or impervious surface?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7	For paved or impervious surfaces widths 20 feet or greater, is it possible to provide a vegetated flowpath width of 20 feet or greater (additional 10 feet of width must be added for each increment of 20 feet or more in width)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8	Will installing sheet flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (8a-8e).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8a	Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act	<input type="checkbox"/>		
8b	Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts	<input type="checkbox"/>		
8c	Public health and safety standards	<input type="checkbox"/>		

8d	Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way	<input type="checkbox"/>		
8e	Critical Area Preservation Ordinance	<input type="checkbox"/>		
9	Can the design standards in BMP L612 be met?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9a	Describe the design standard that cannot be met:			
Questions #10 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).				
10	Will the use of sheet flow dispersion cause erosion or flooding problems onsite or an adjacent properties? (An answer of yes means this BMP is not feasible).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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

- i. Proposed Start Date: May 2023
- ii. Proposed End Date: October 2023
- iii. 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.

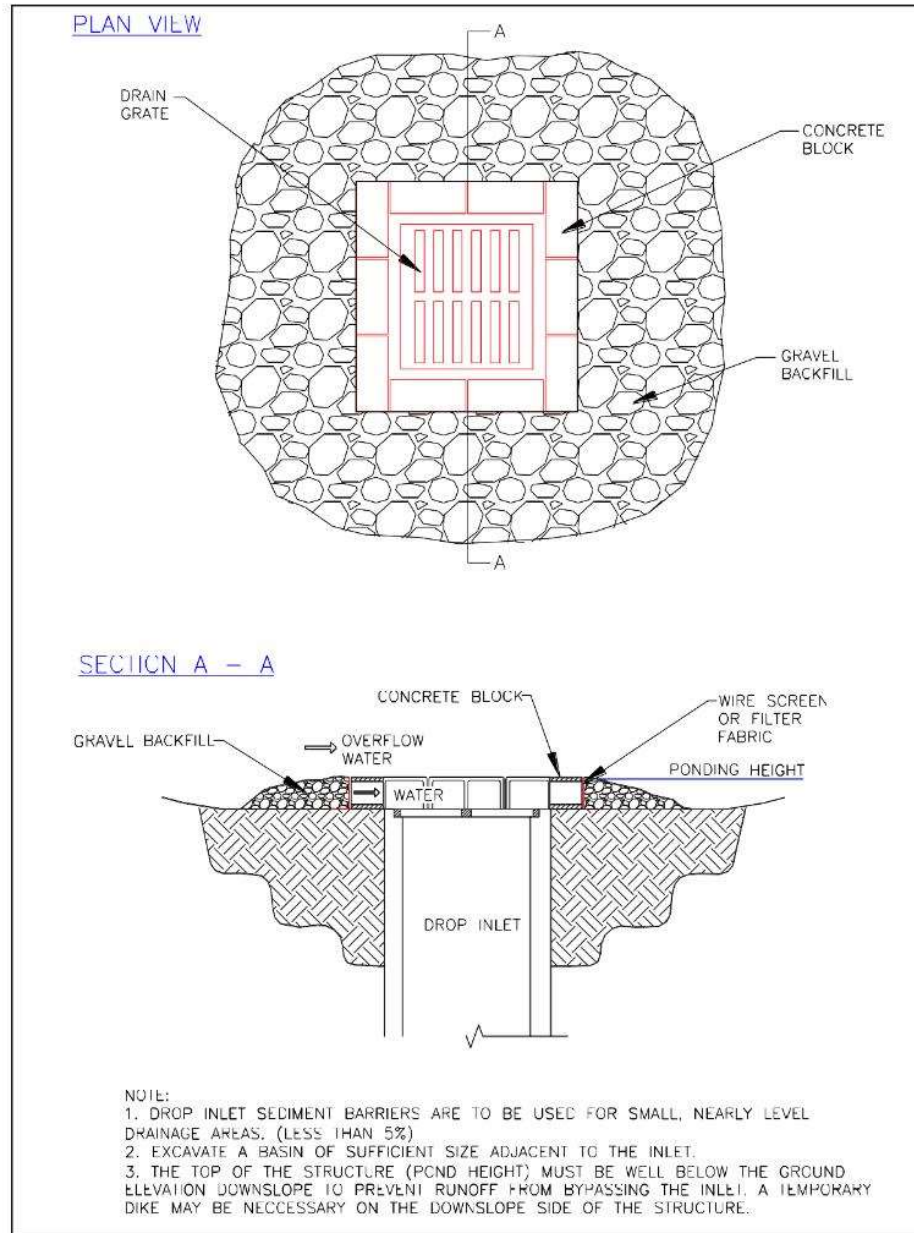


Figure 3 - 17: Drop Inlet with Block and Gravel Filter

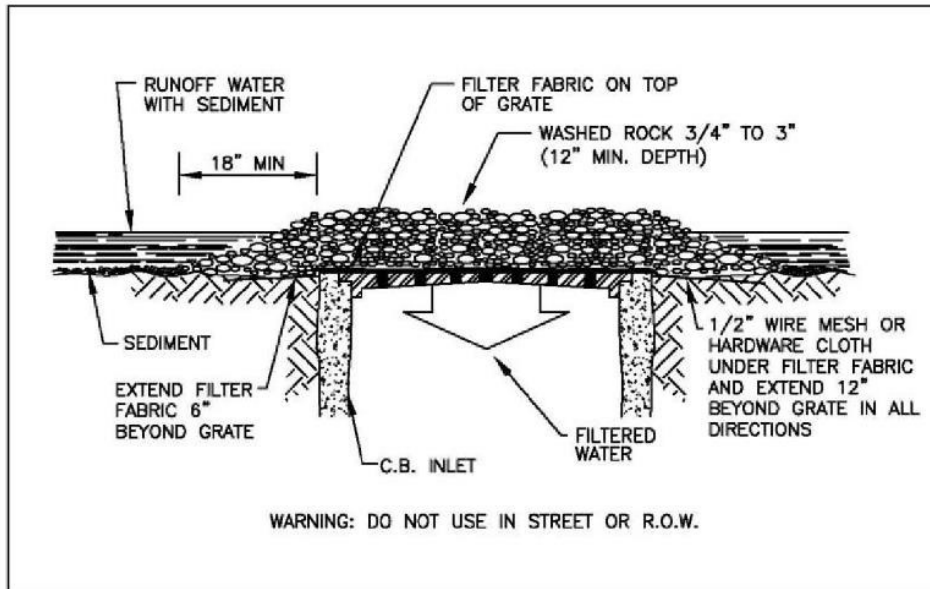


Figure 3 - 18: Gravel and Wire Mesh Filter

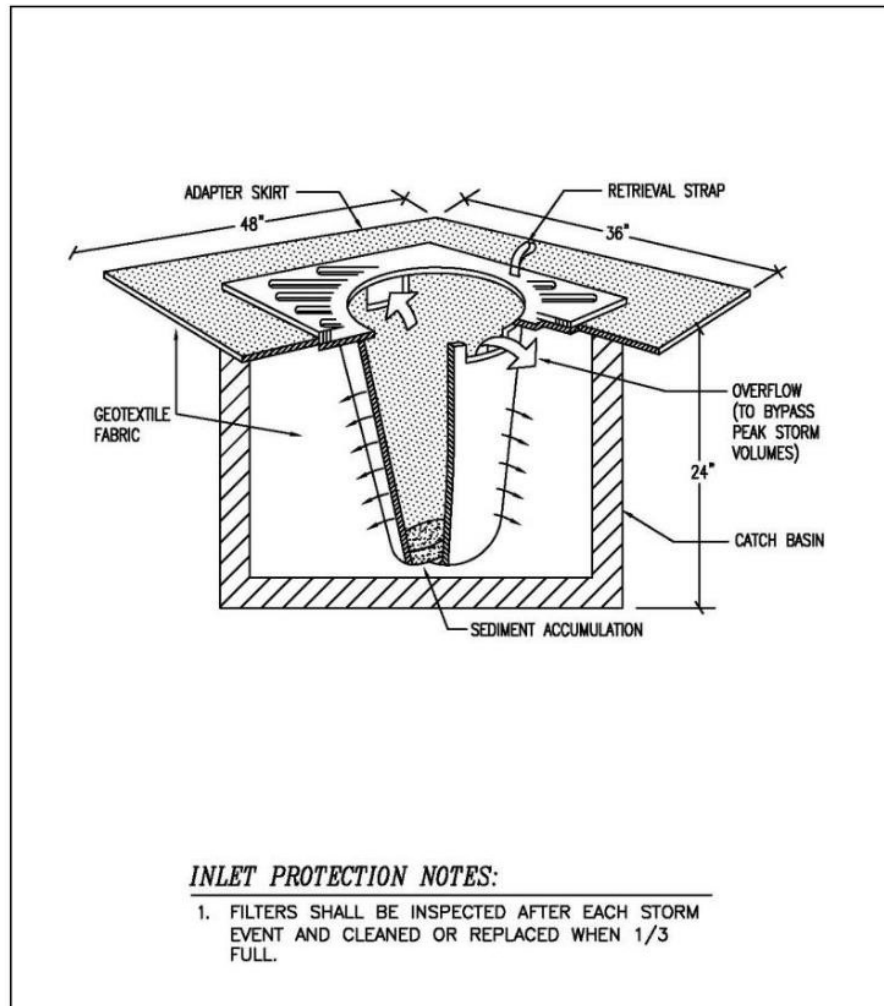


Figure 3 - 19: Catch Basin Filter

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.

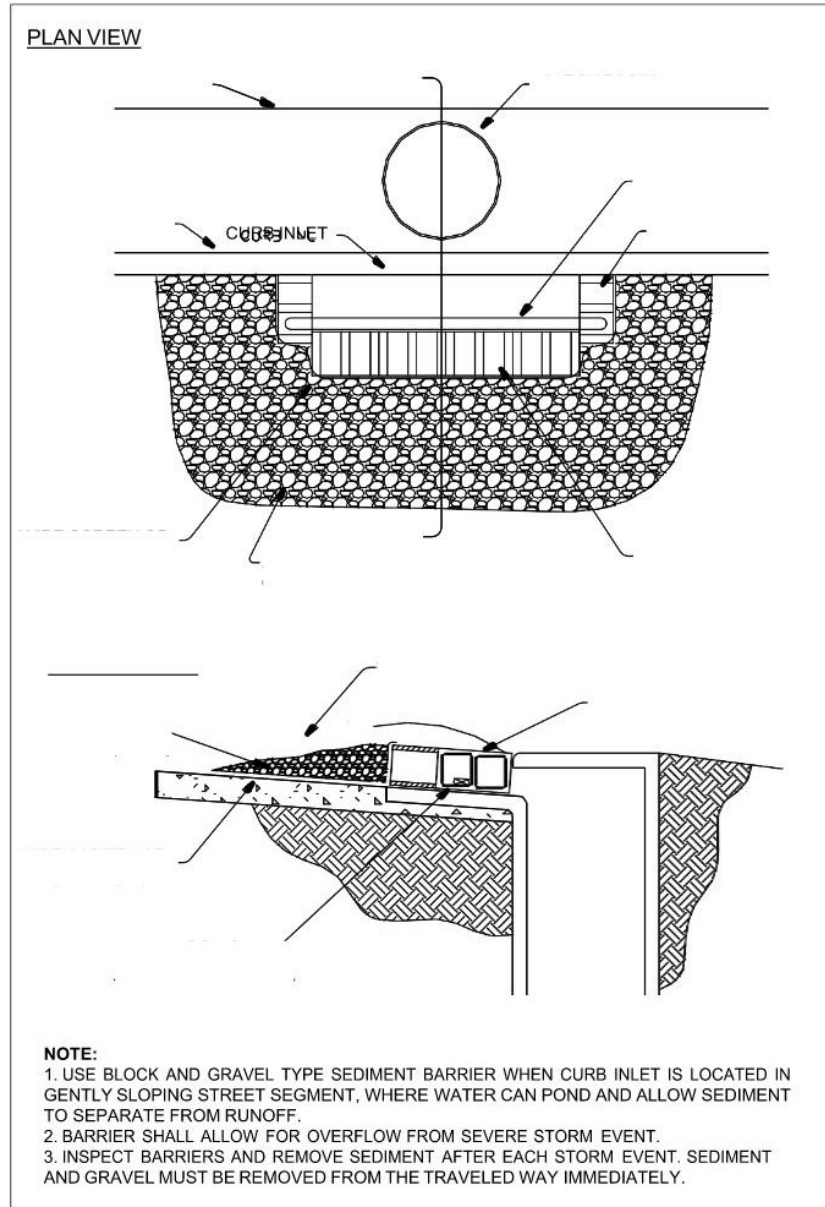


Figure 3 - 20: Block and Gravel Curb Inlet Protection

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.

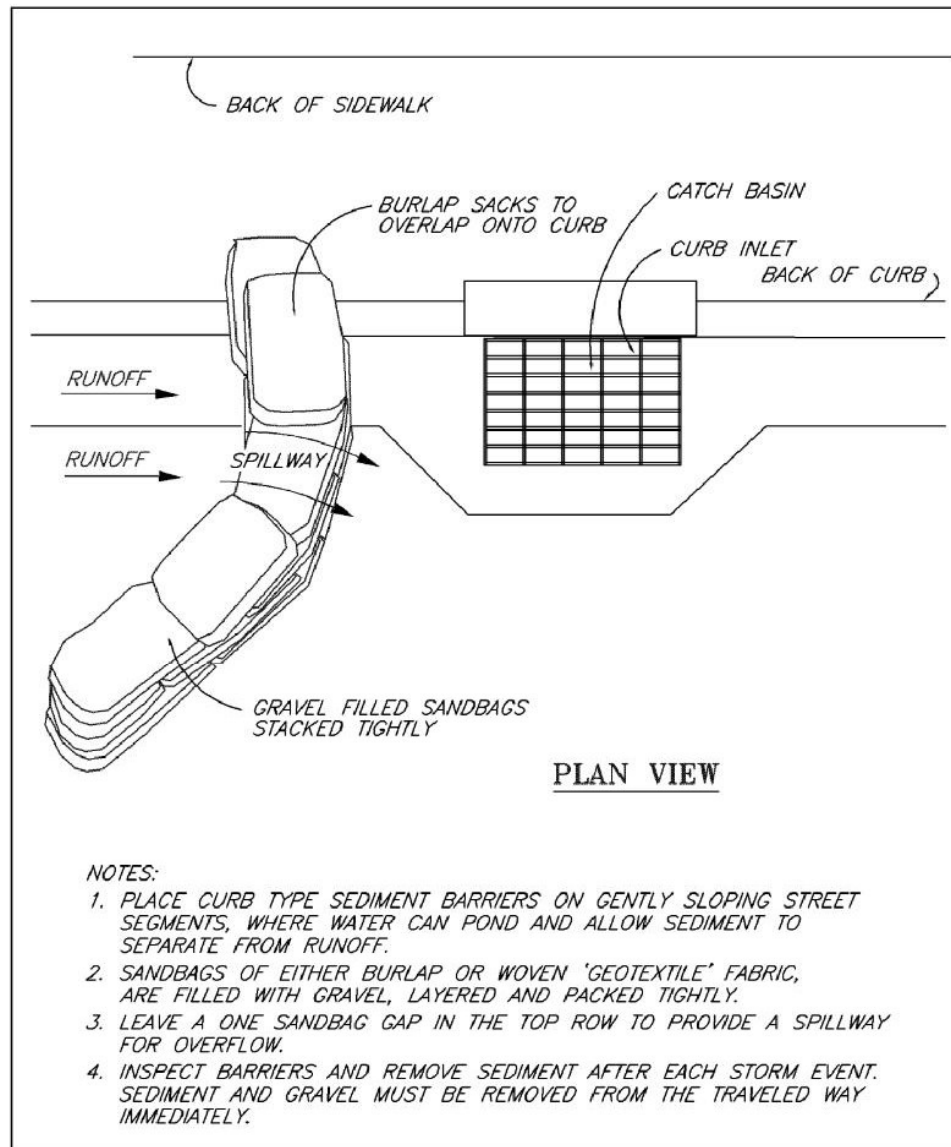
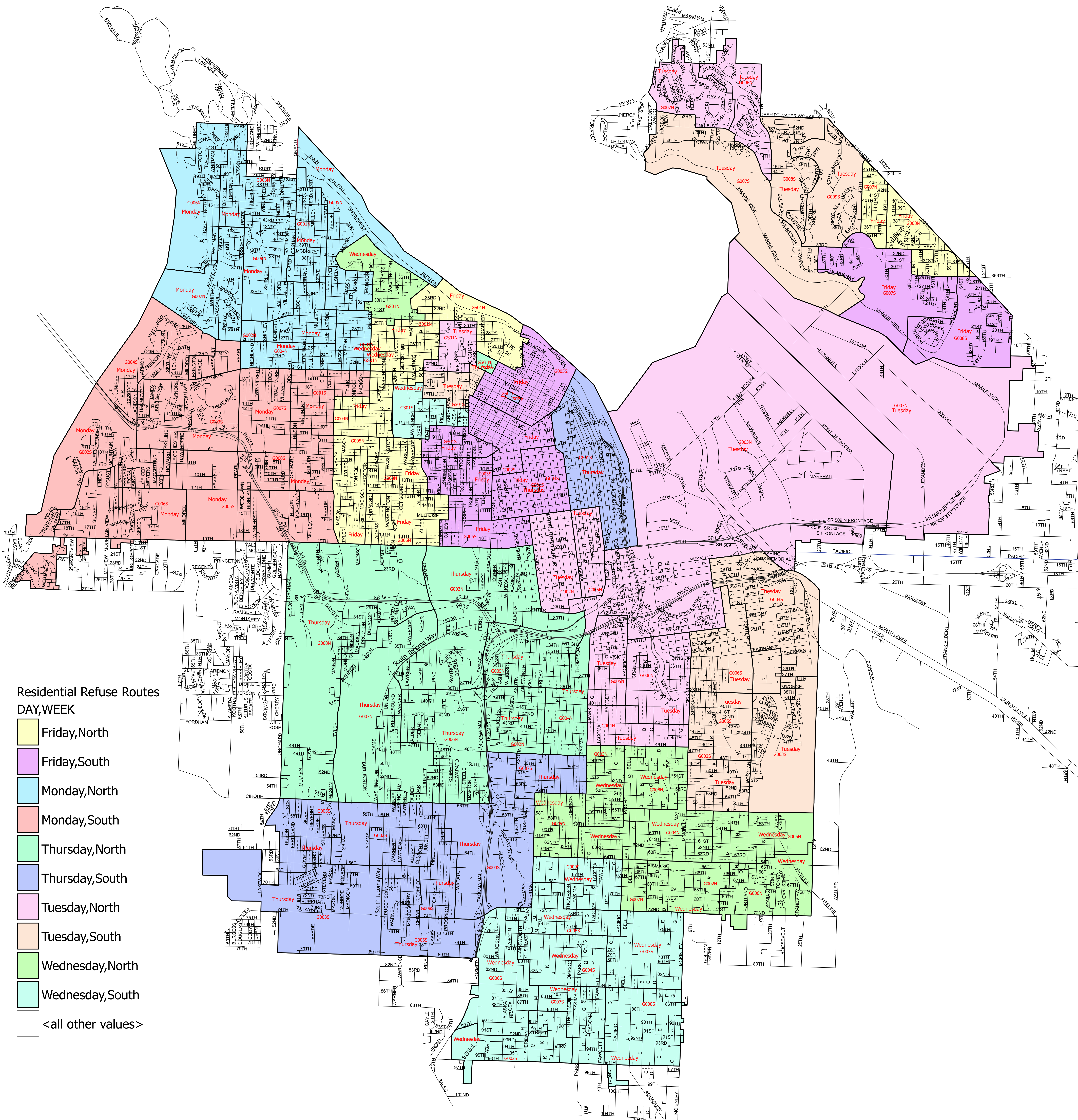


Figure 3 - 21: Curb and Gutter Sediment Barrier

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**



TABLE OF CONTENTS

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Permits / General Rules
Special Traffic Requirements

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Shoulder Work with Minor Encroachment
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Left Lane Closure At Intersection
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Bypass Walkway for Pedestrians
Bypass Ramps for Pedestrians
Curb Ramp Pedestrian Control
Sidewalk Closures
Sidewalk Closure with Parking Closure

SURVEY CREWS

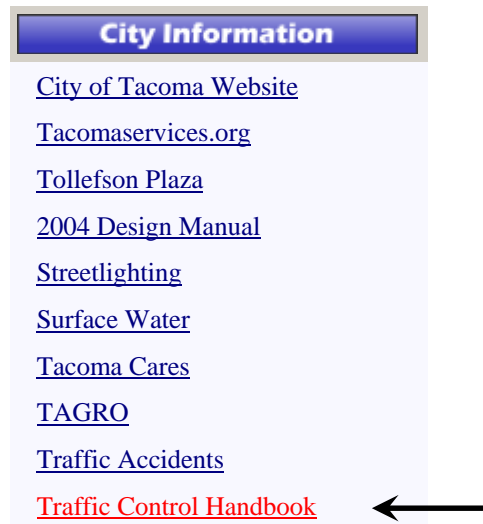
Survey Two Lane Arterial Intersection
Survey Two Lane Arterial Mid Block
Survey Multi-Lane Arterial

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.

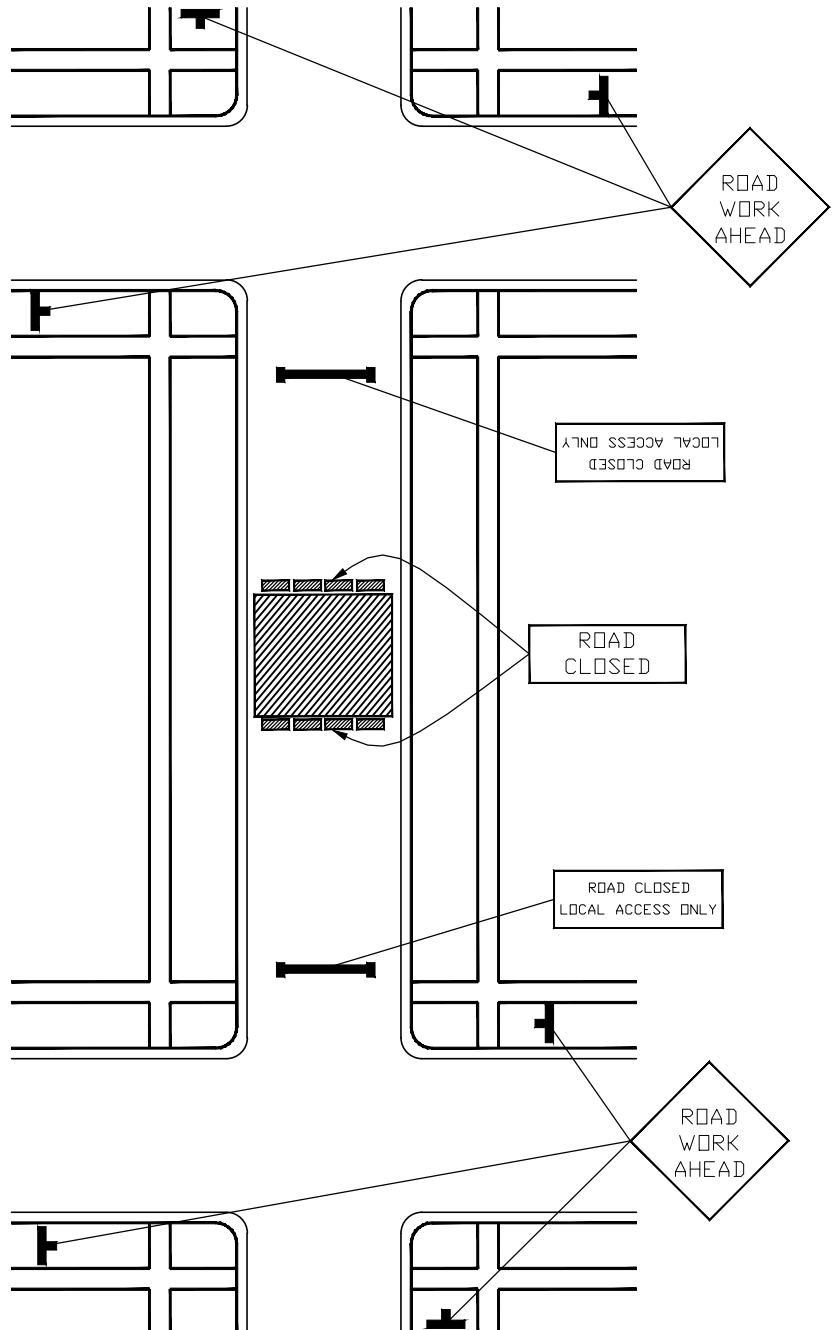
<http://www.cityoftacoma.org/>

<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)

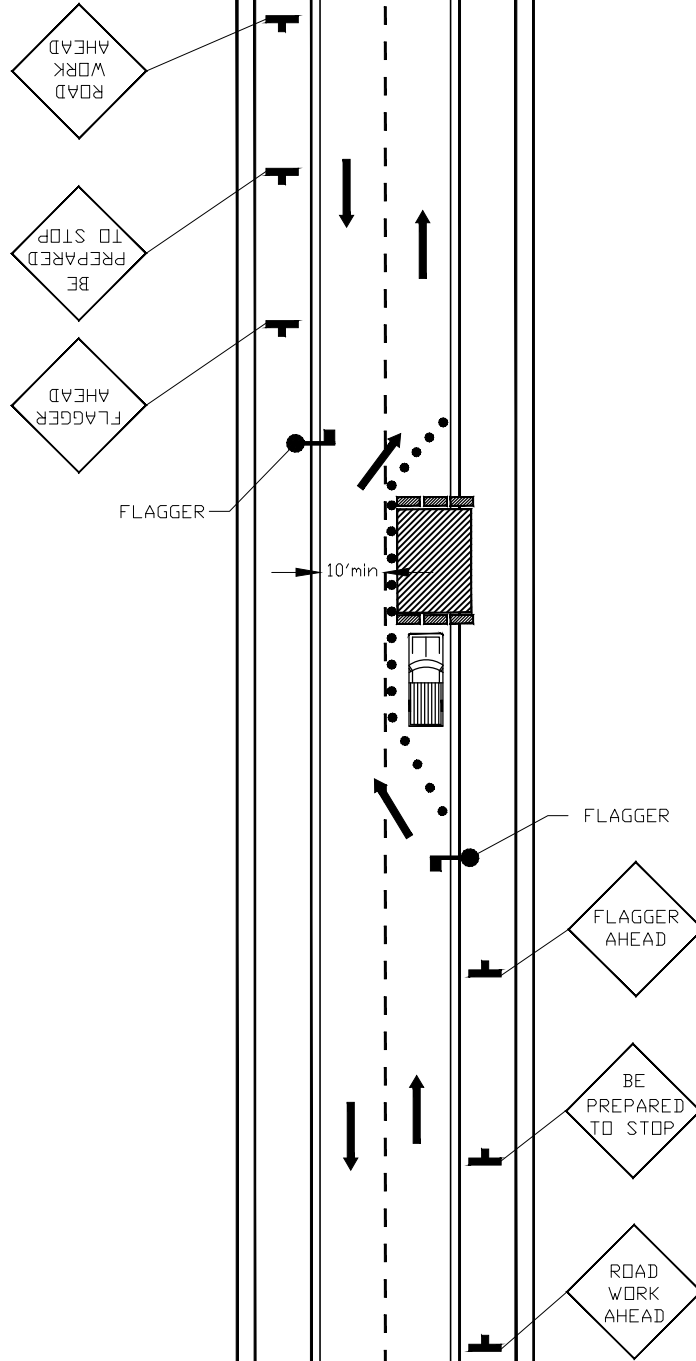
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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: _____

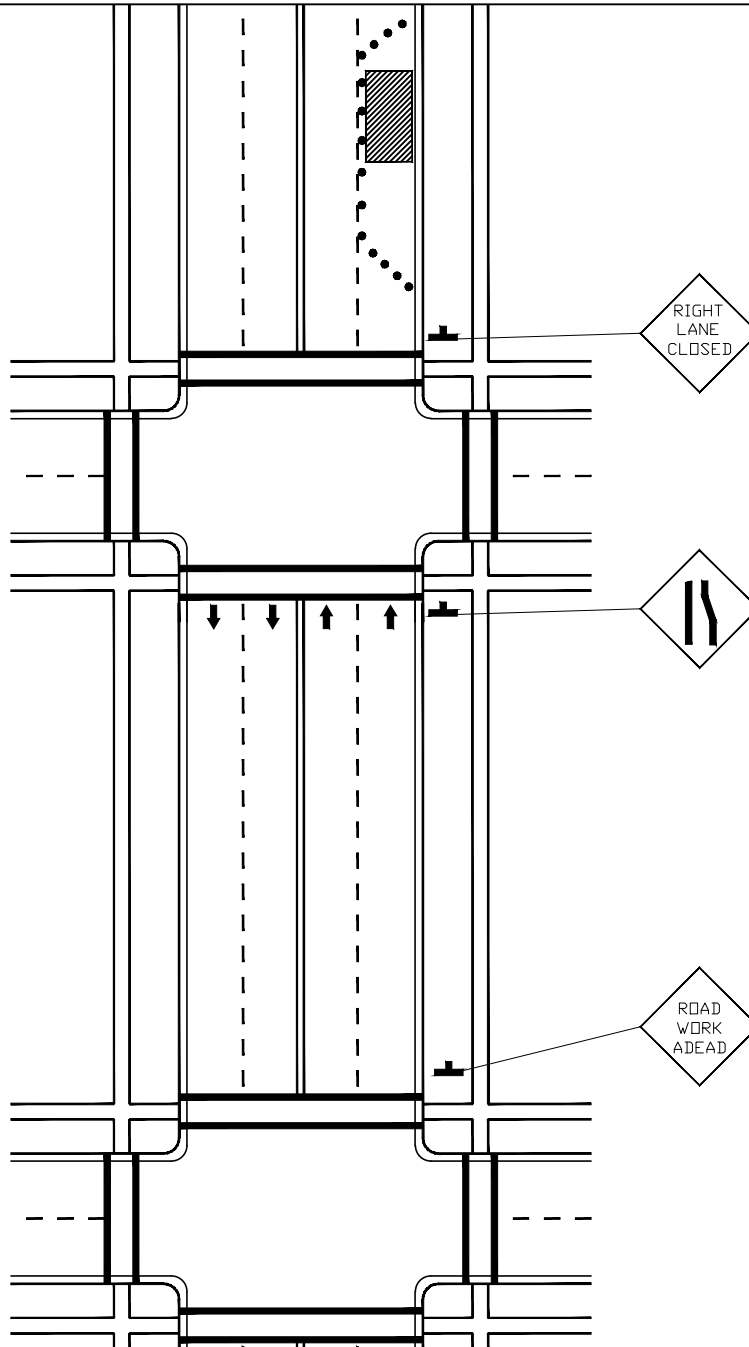
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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.

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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



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)

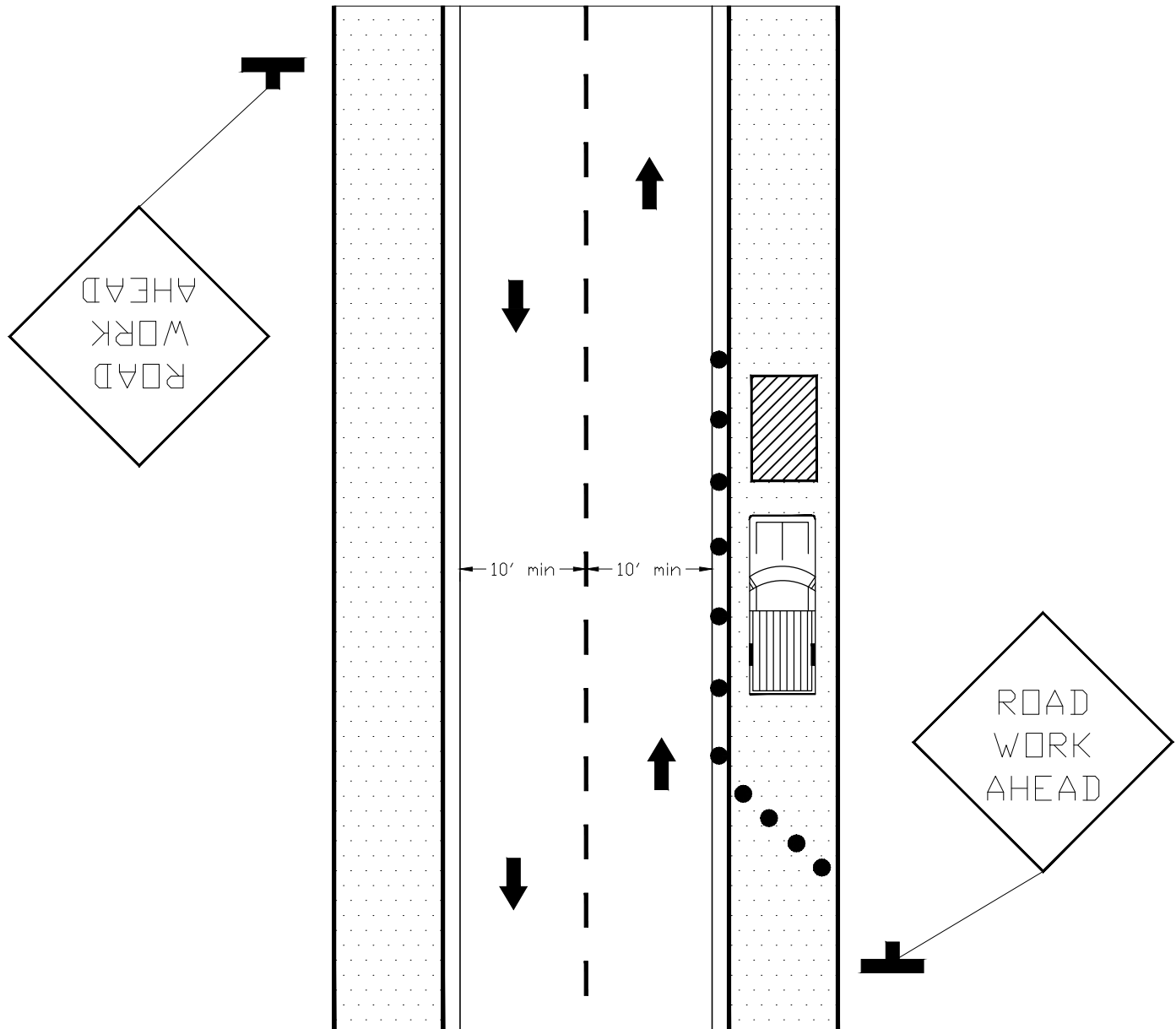
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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)

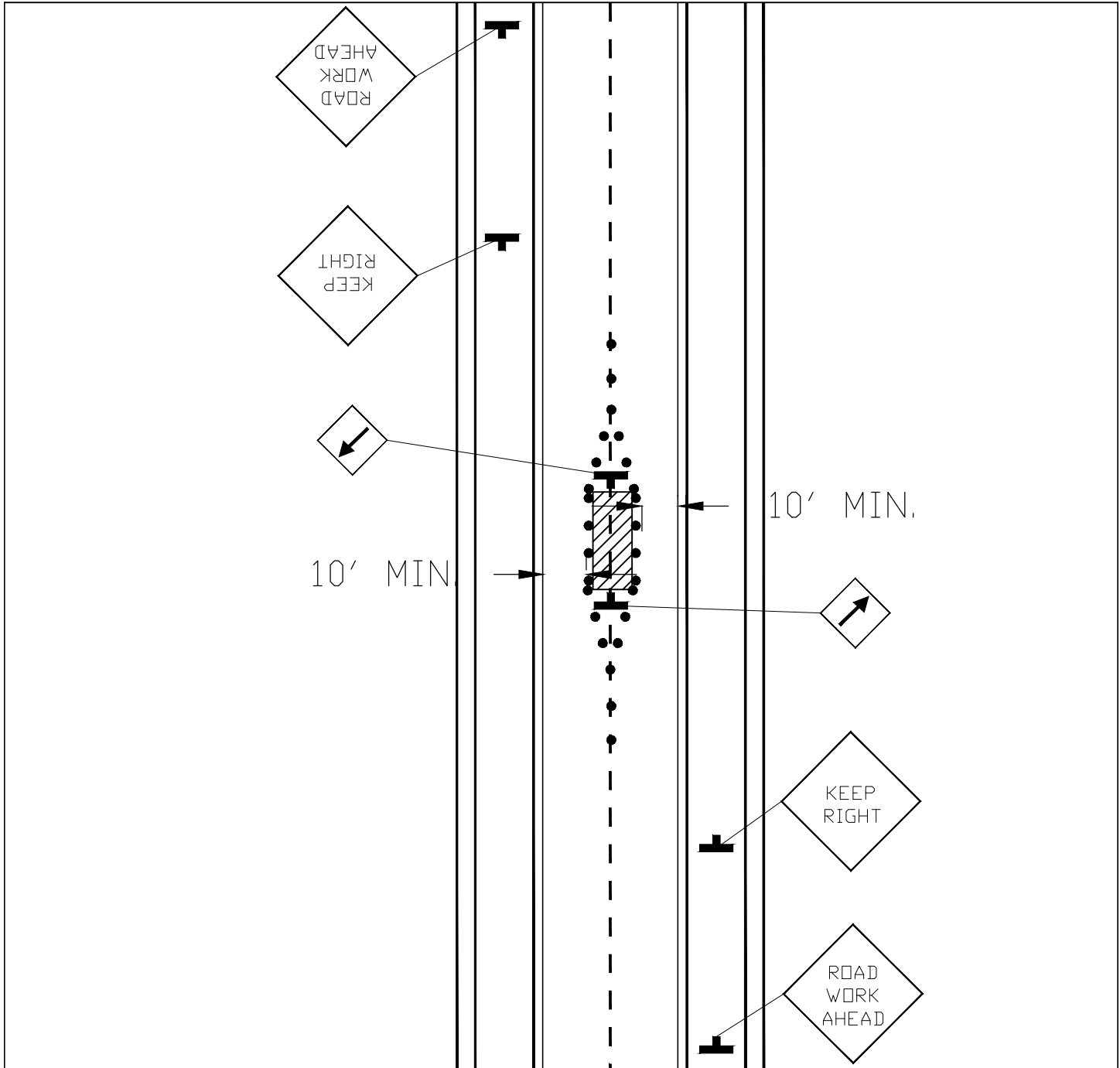
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)								
Offset cones 1 foot maximum.								

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: _____

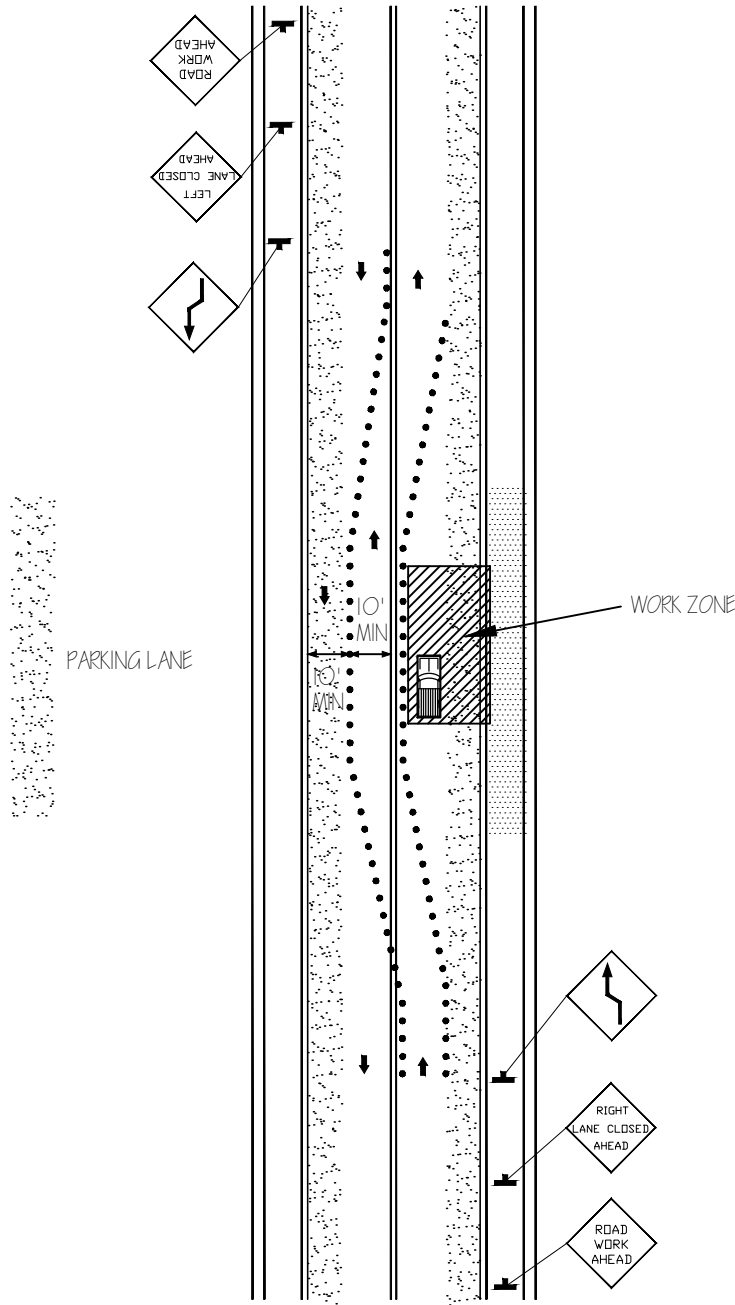
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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)

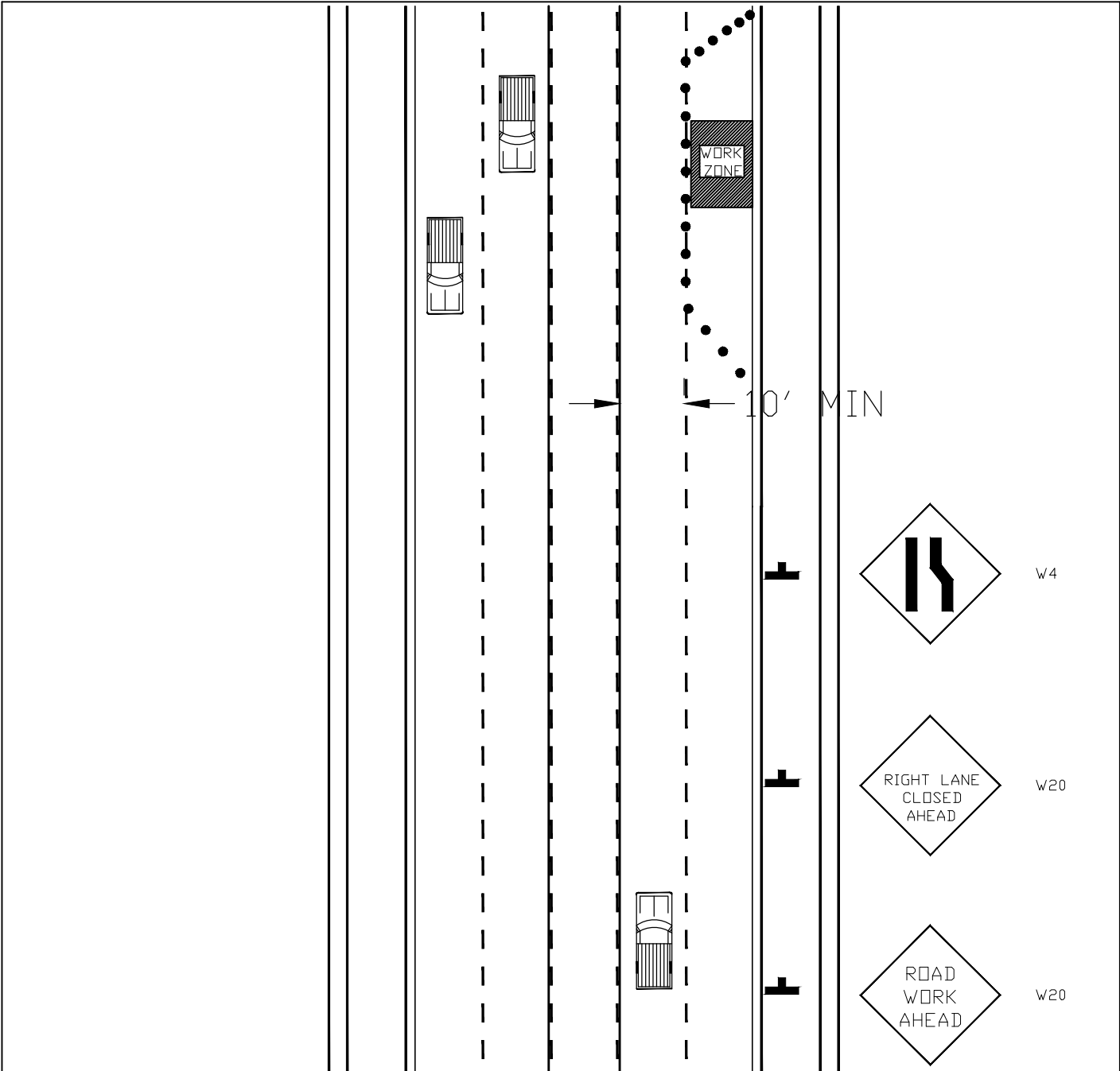
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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: _____

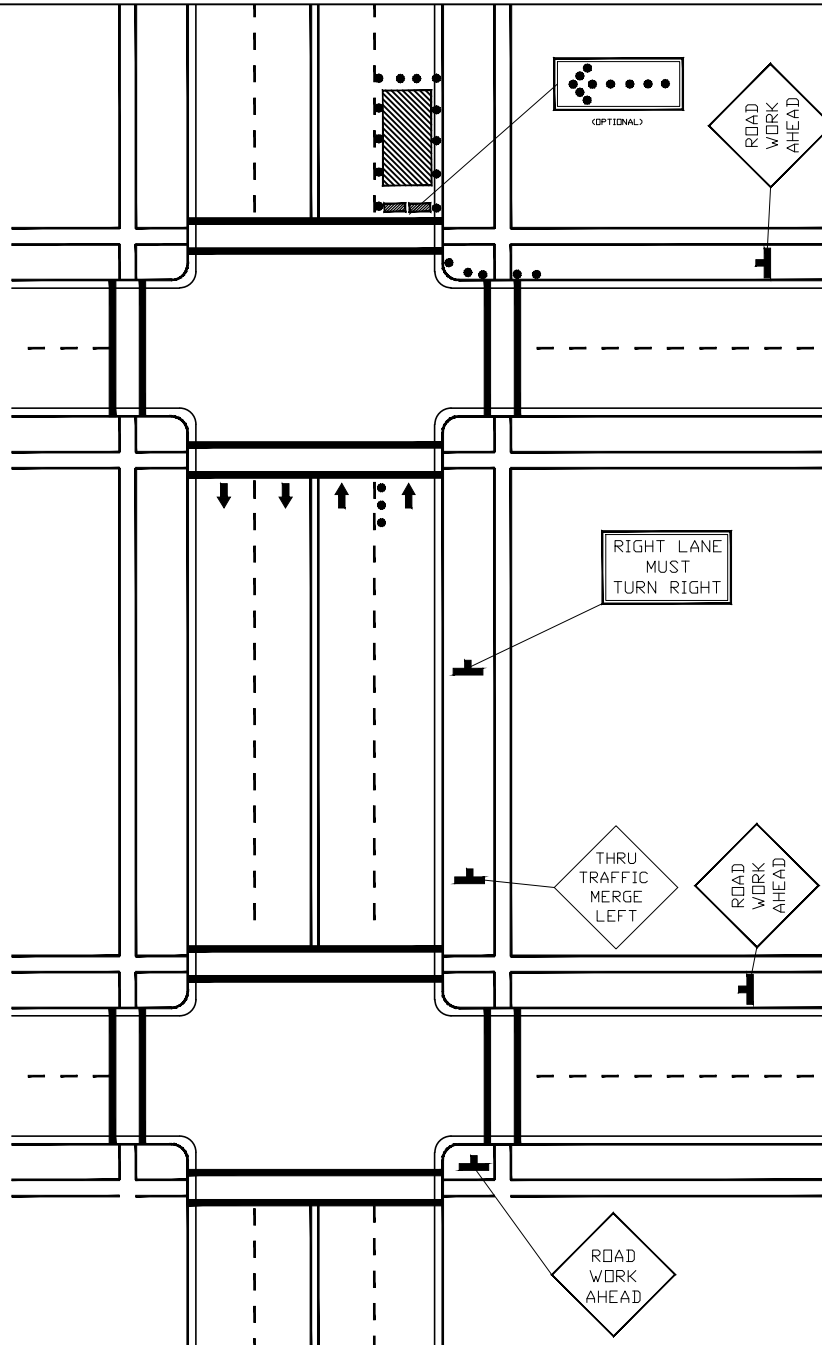
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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)

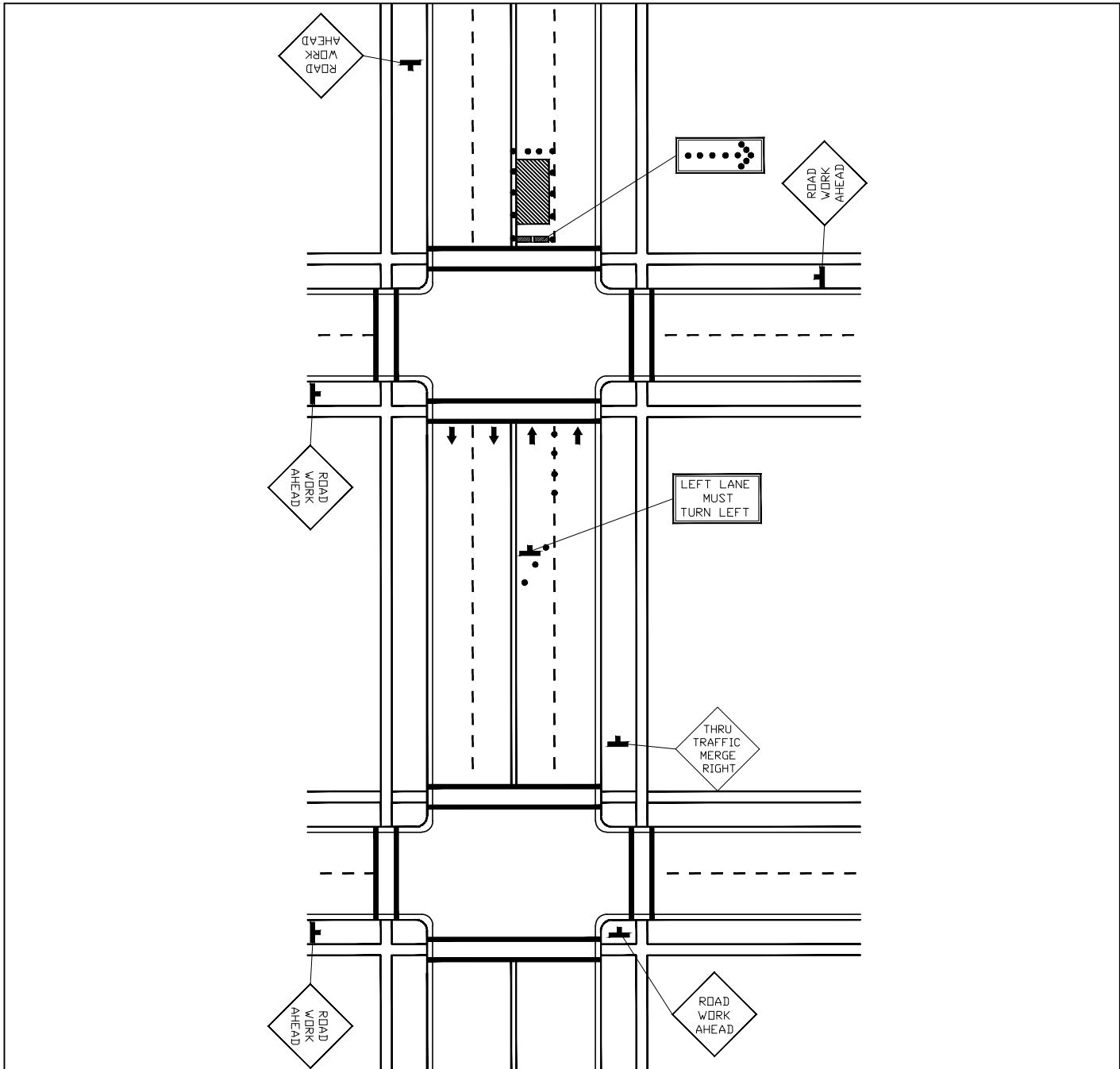
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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)

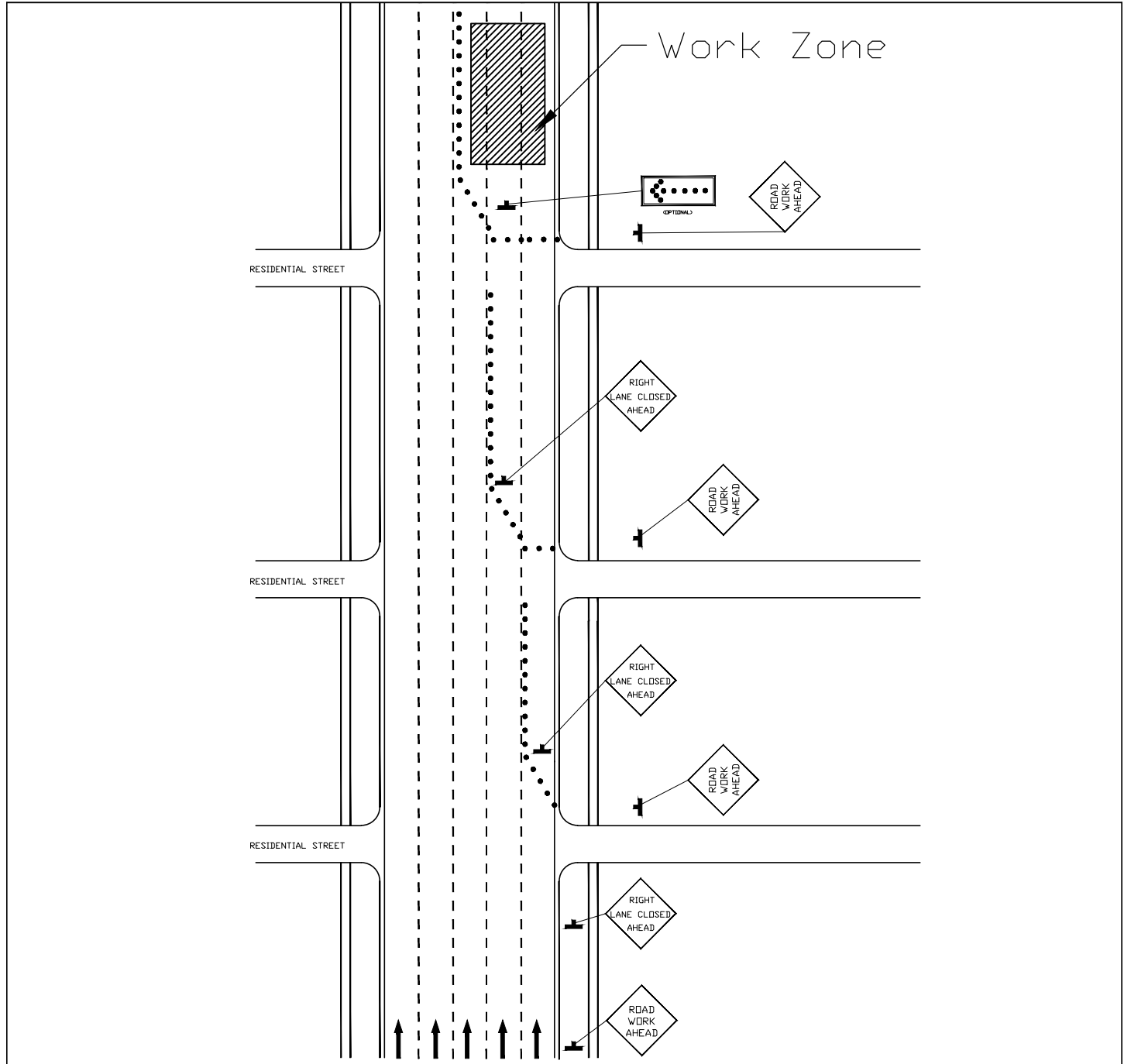
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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)

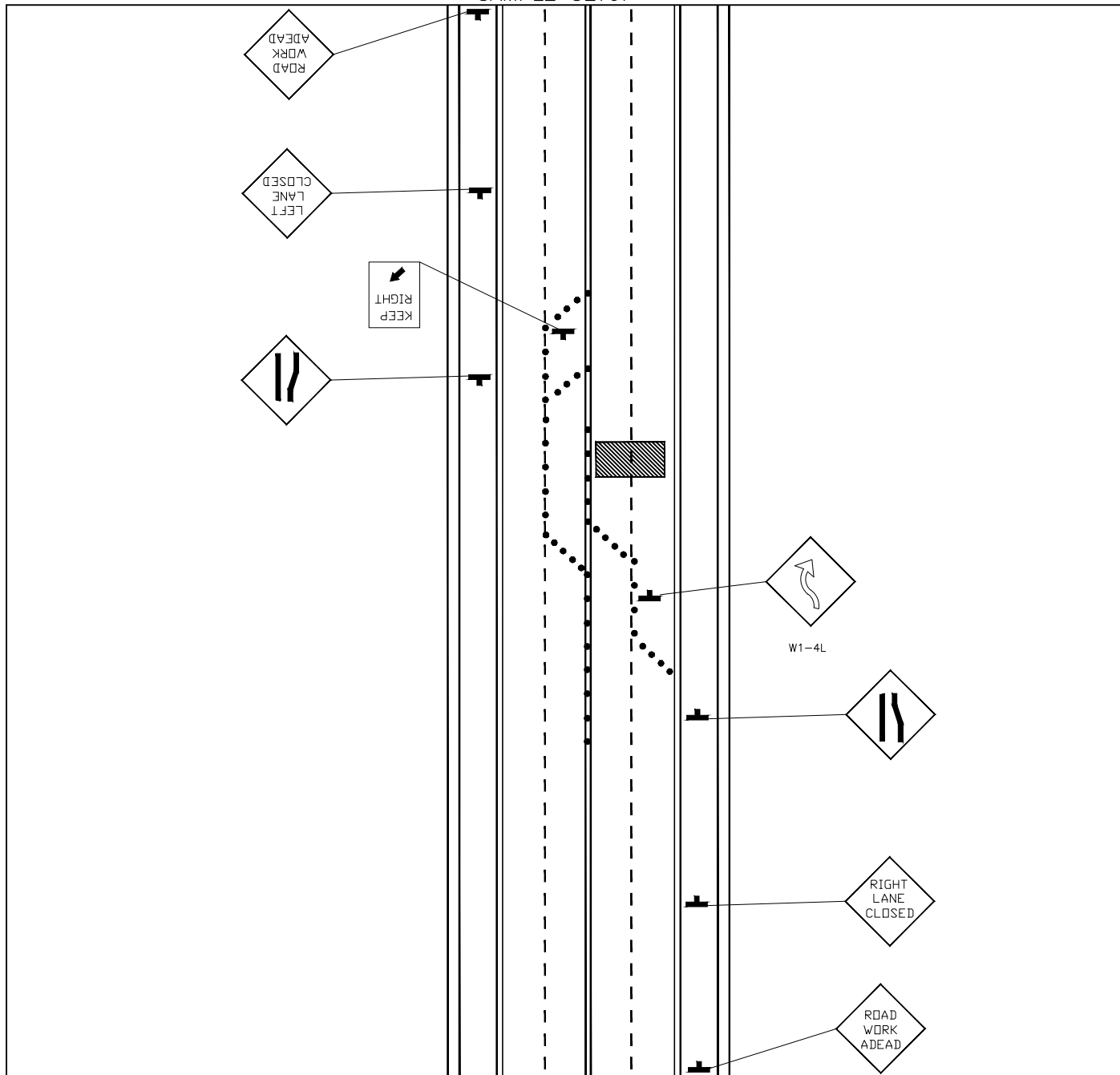
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)								
Offset cones 1 foot maximum.								

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: _____ DATE: _____
☐ 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: _____

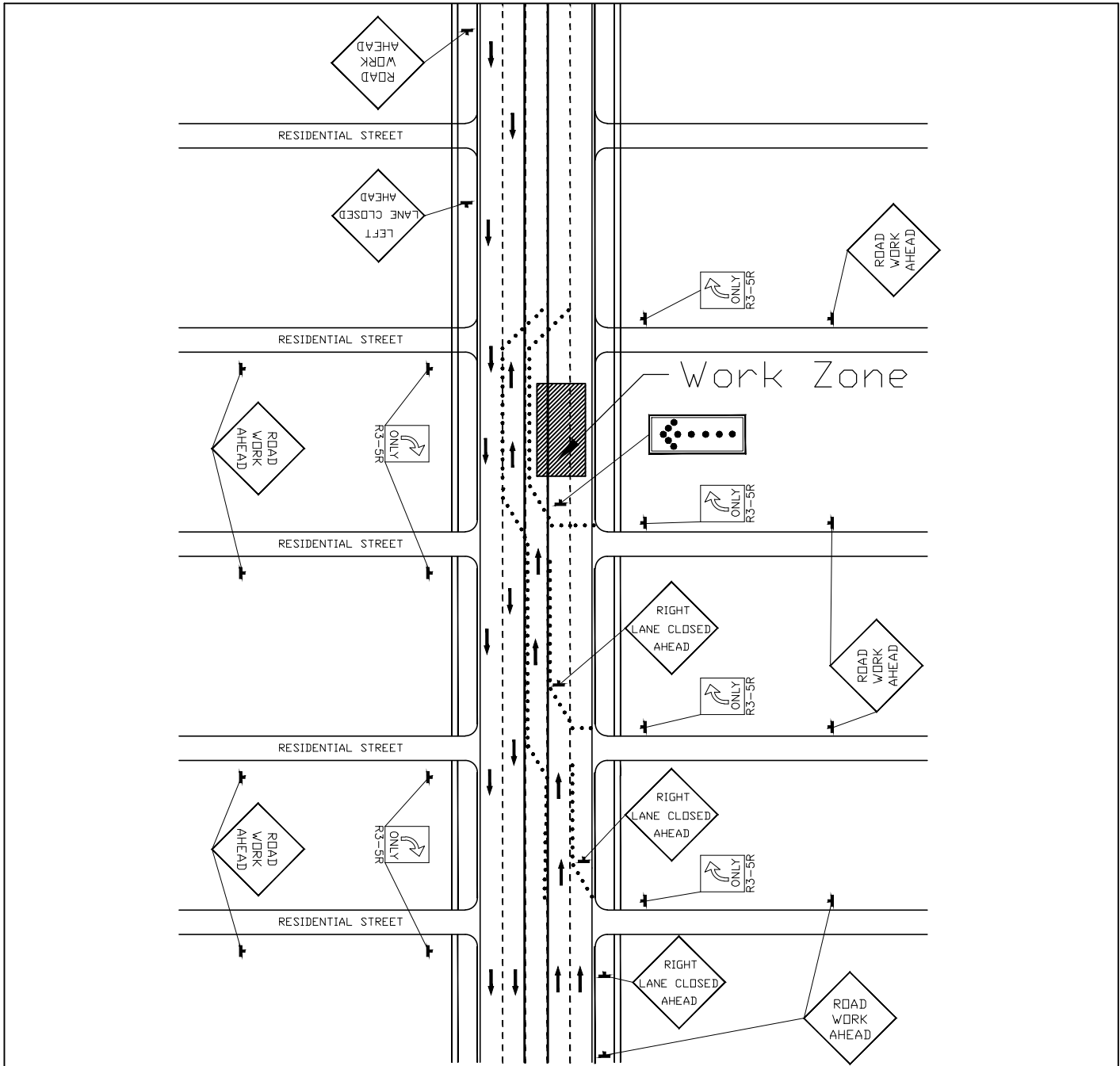
MUST BE OUT OF THE ROAD BY DATE & TIME: _____

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)

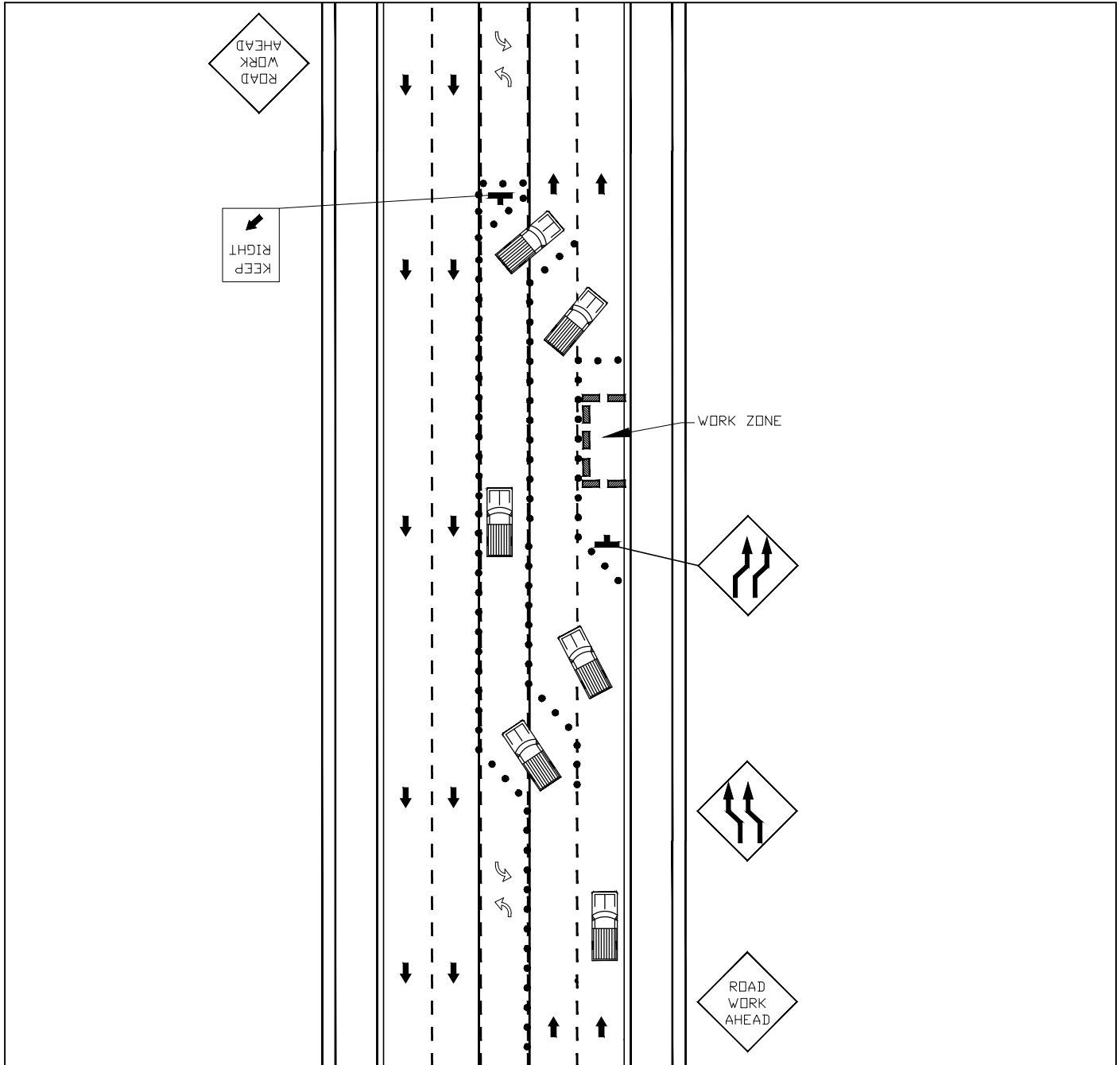
Offset cones 1 foot maximum.

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

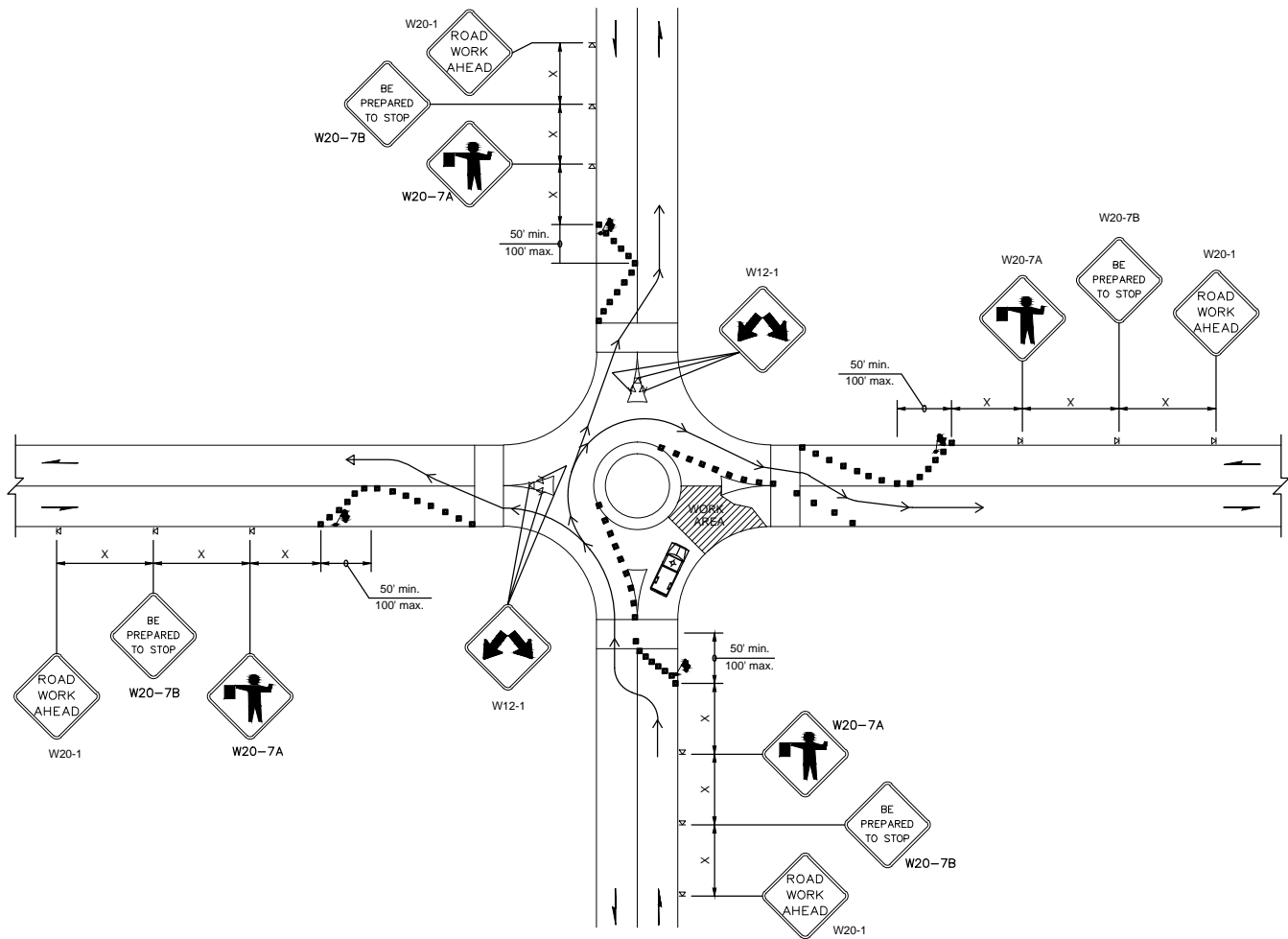
NUMBER OF CHANNELIZATION DEVICES (CONES)

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)

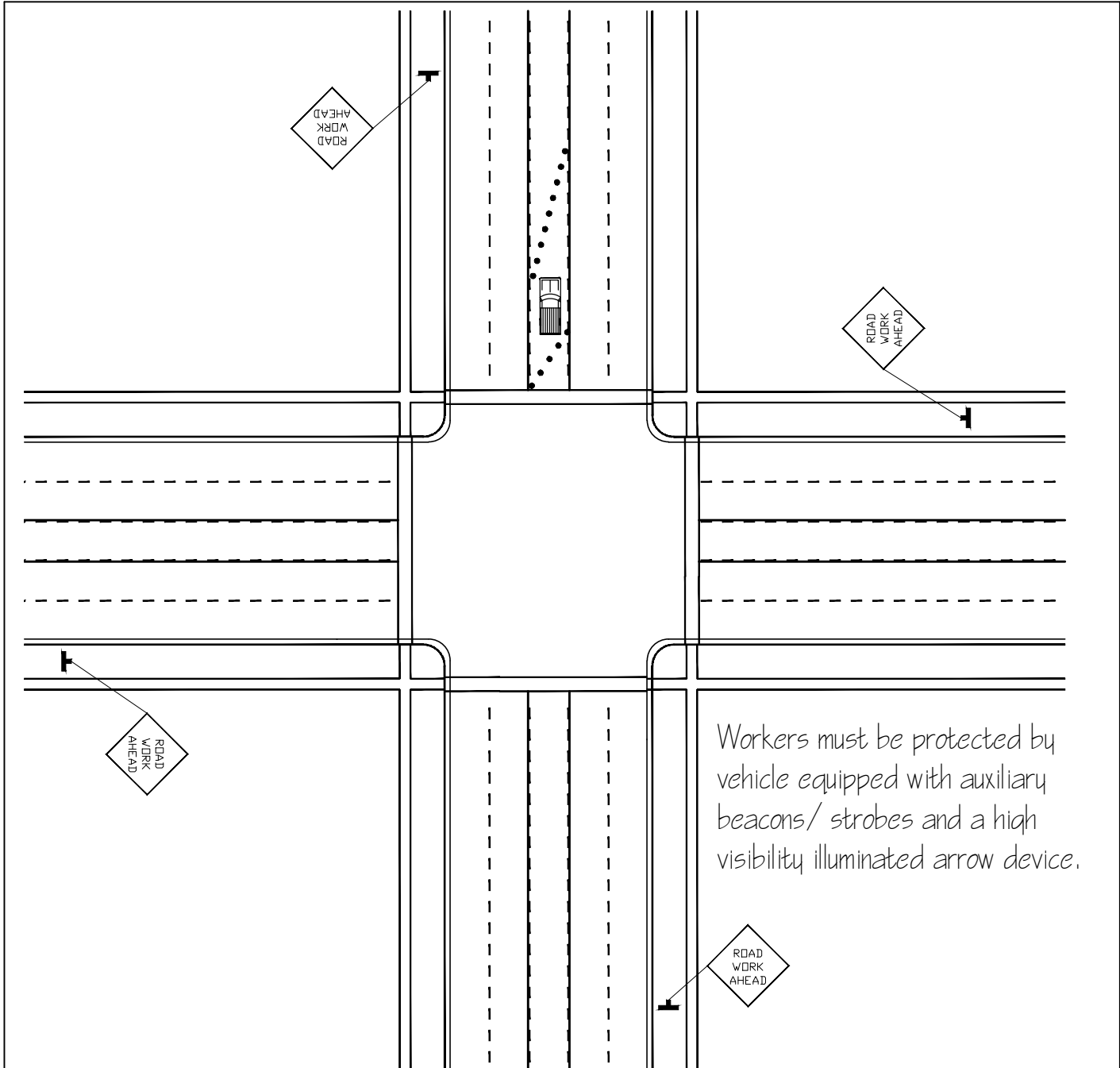
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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)

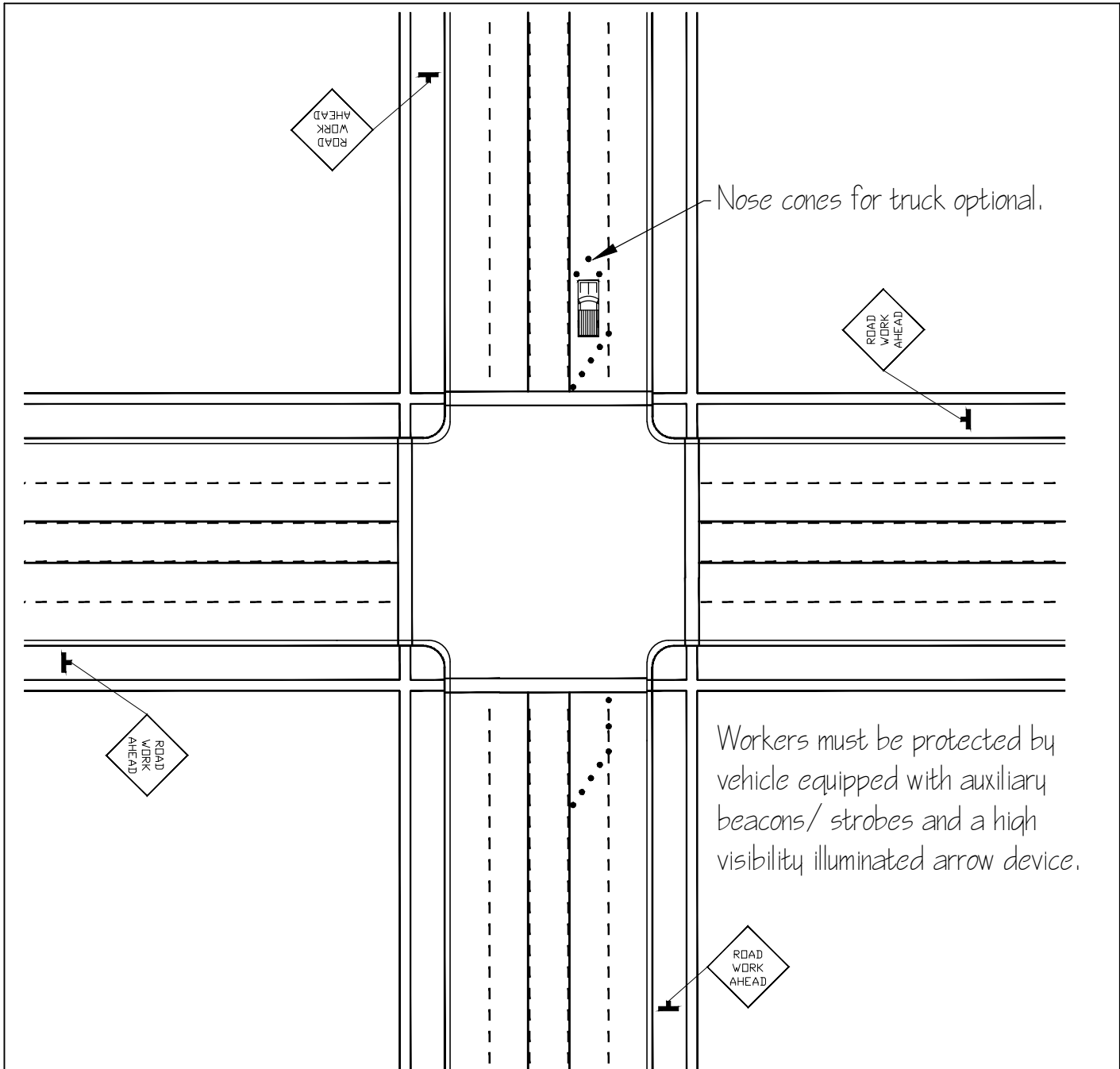
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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
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)

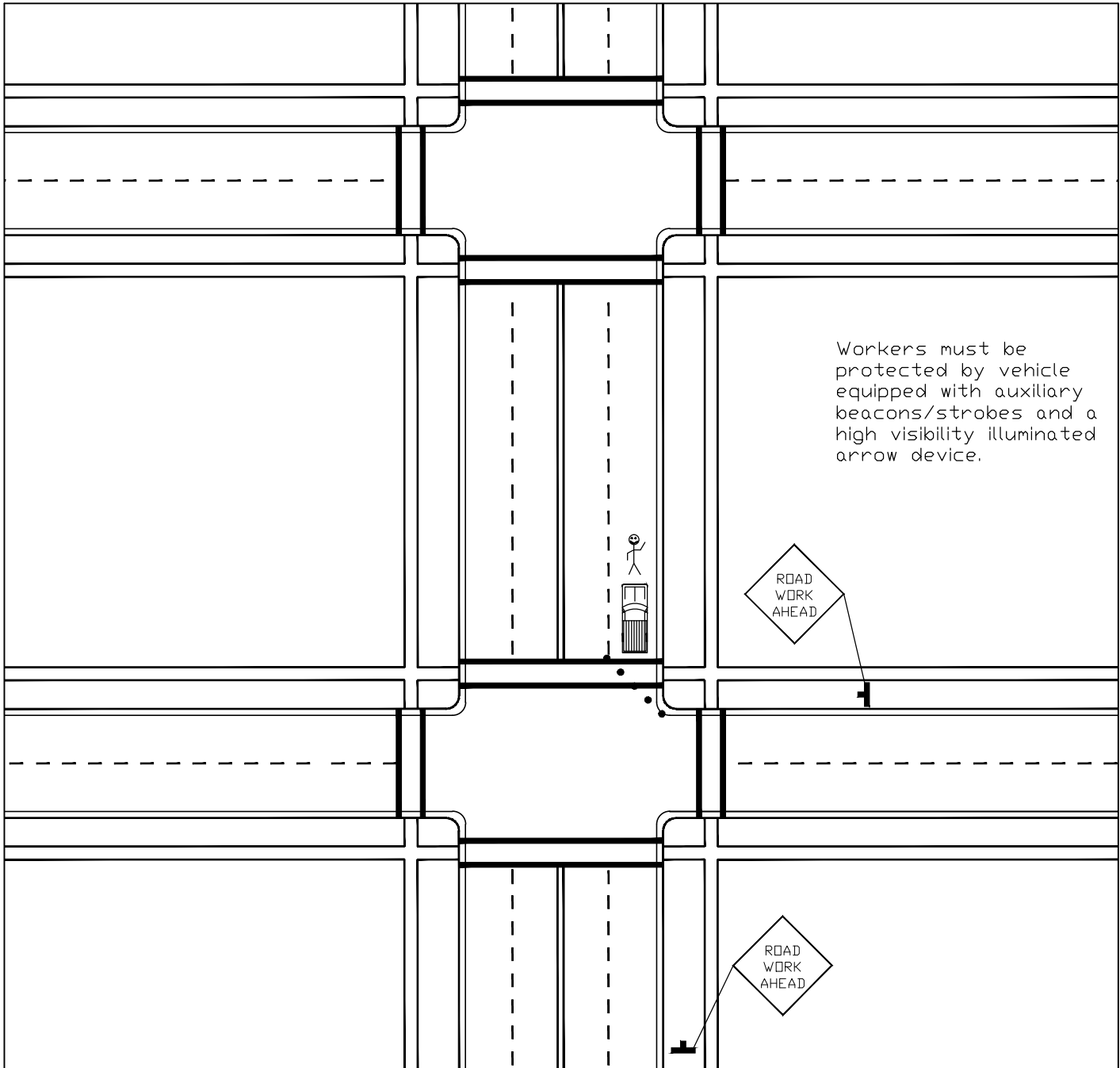
Offset cones 1 foot maximum.

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



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)

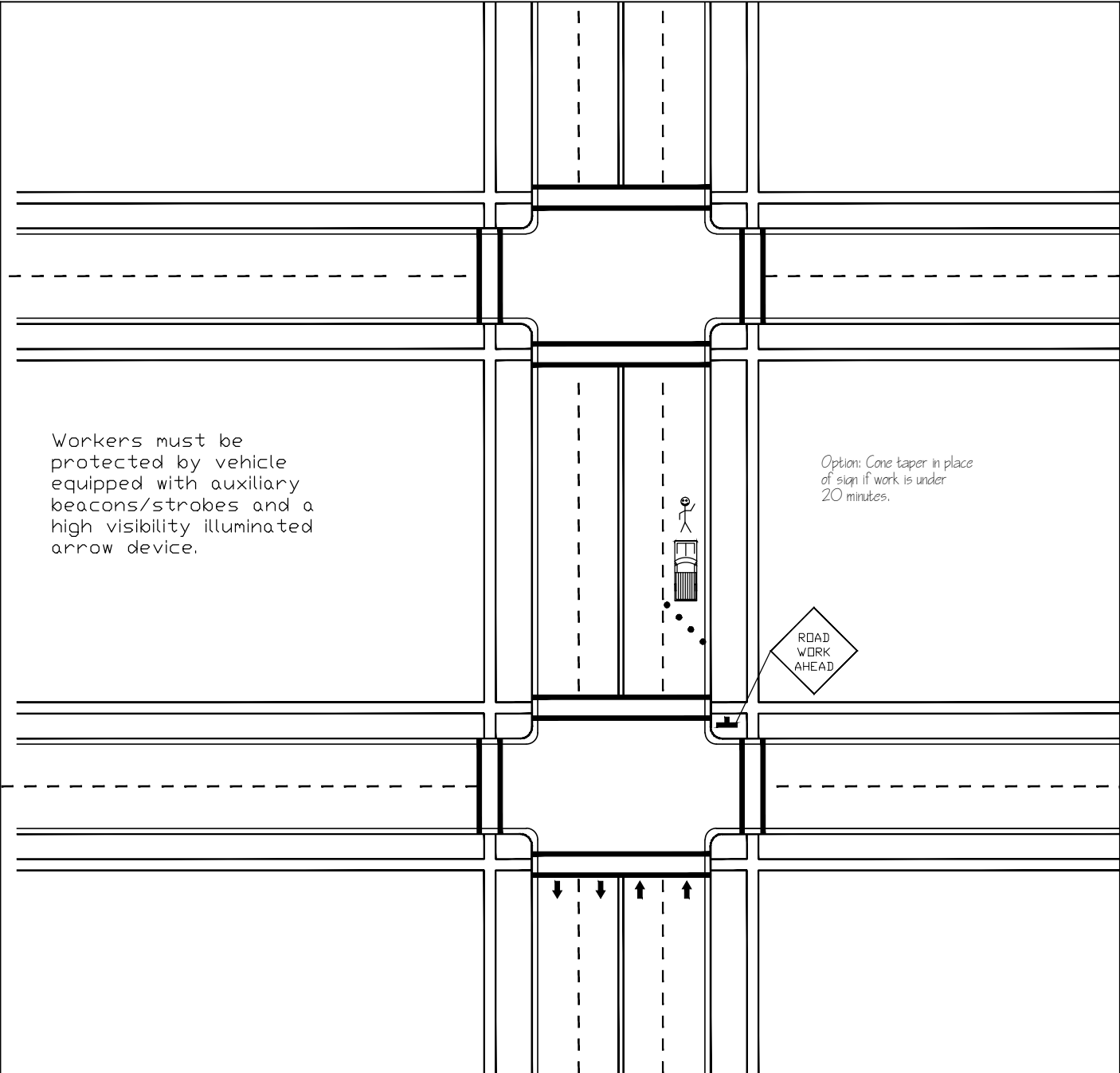
Offset cones 1 foot maximum.

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



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: _____

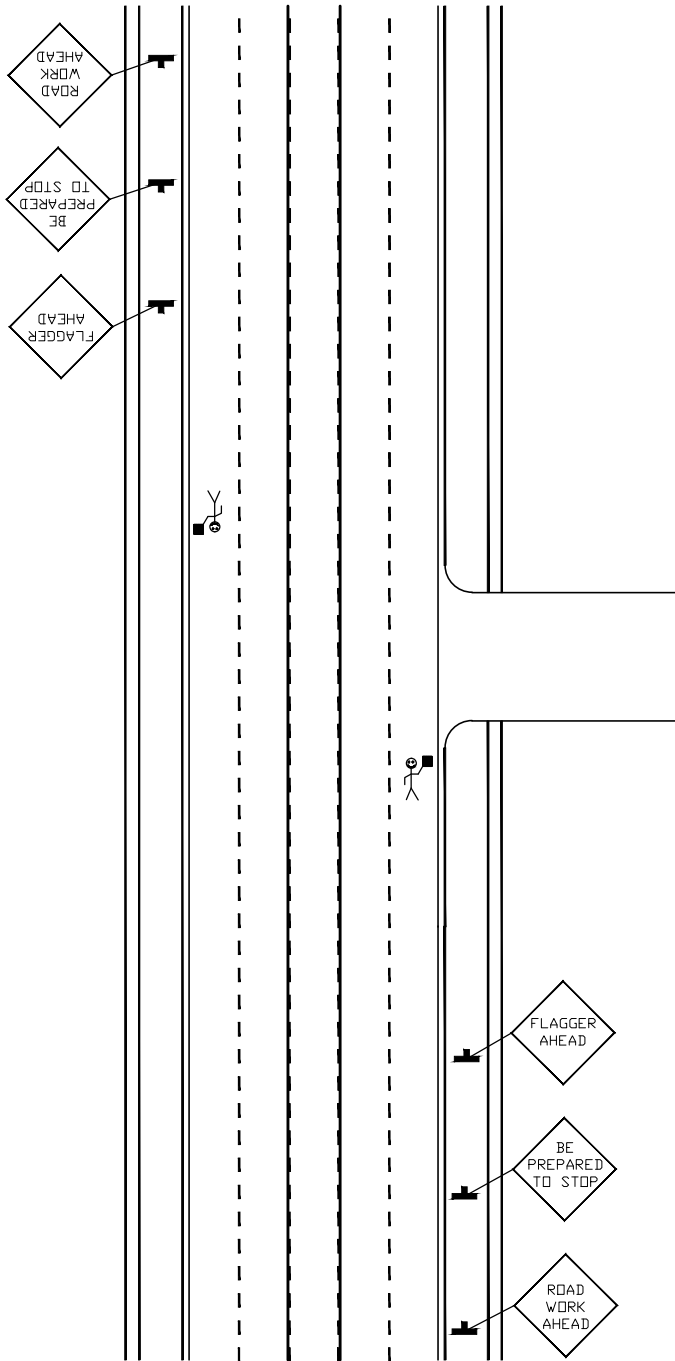
MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

MPH	10	15	20	25	30	35	40	
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



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)

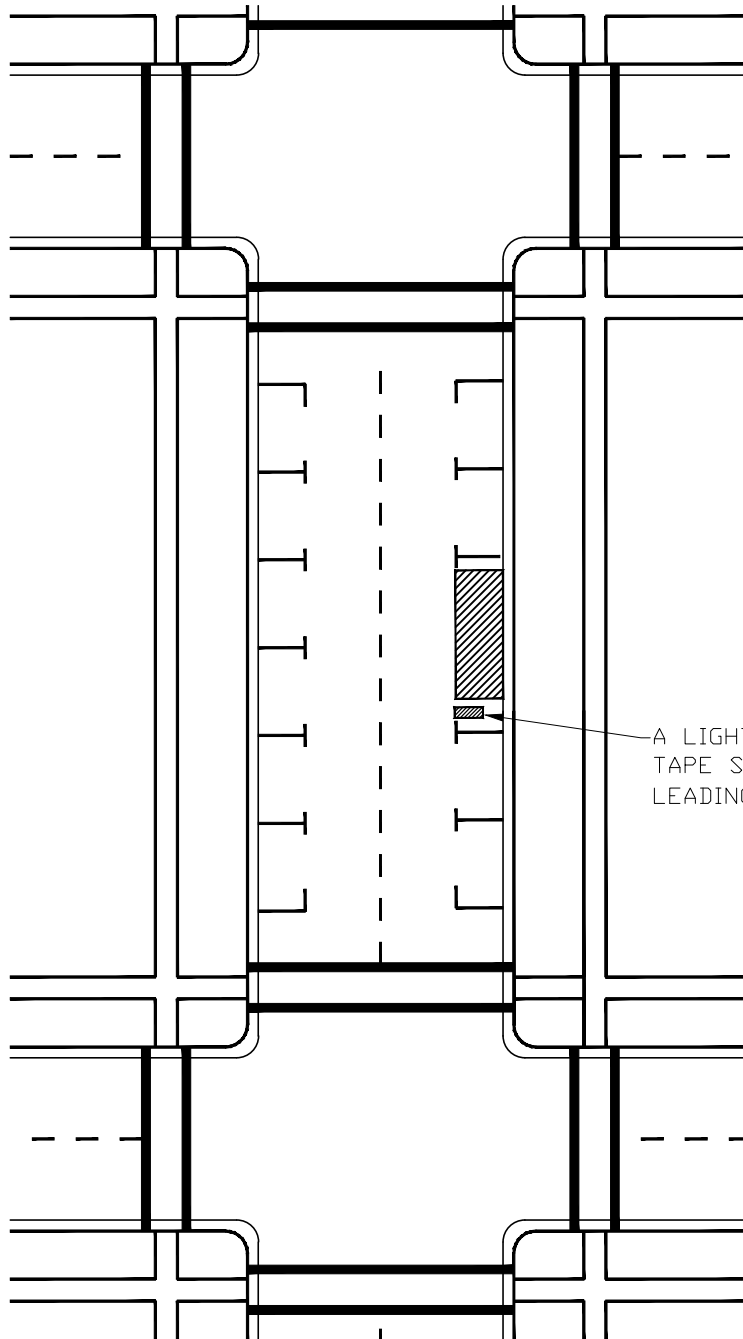
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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)

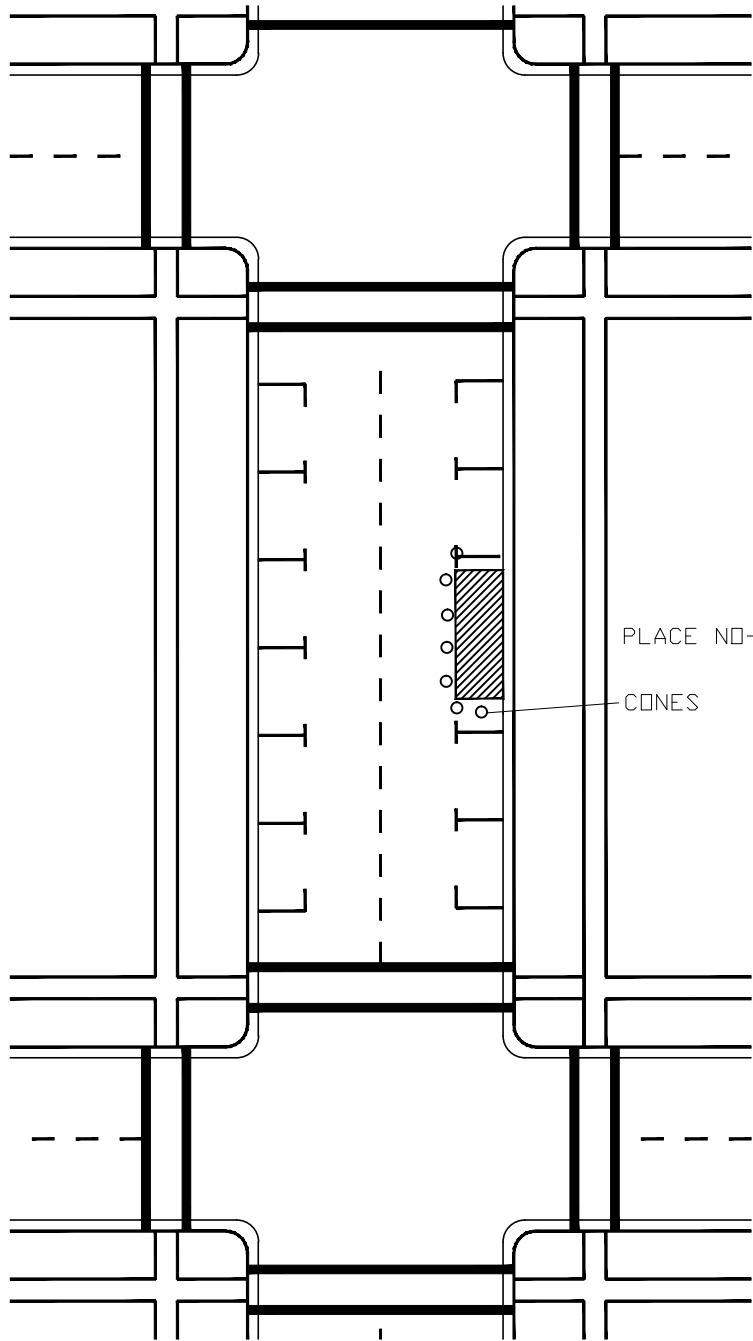
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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	
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.

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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.

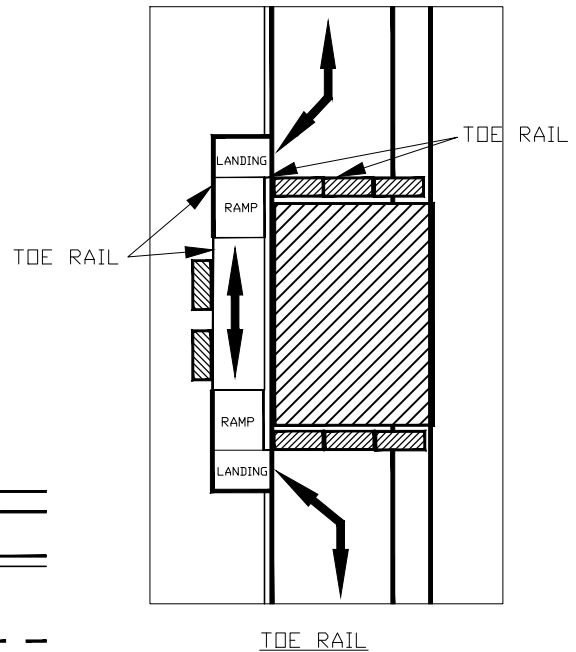
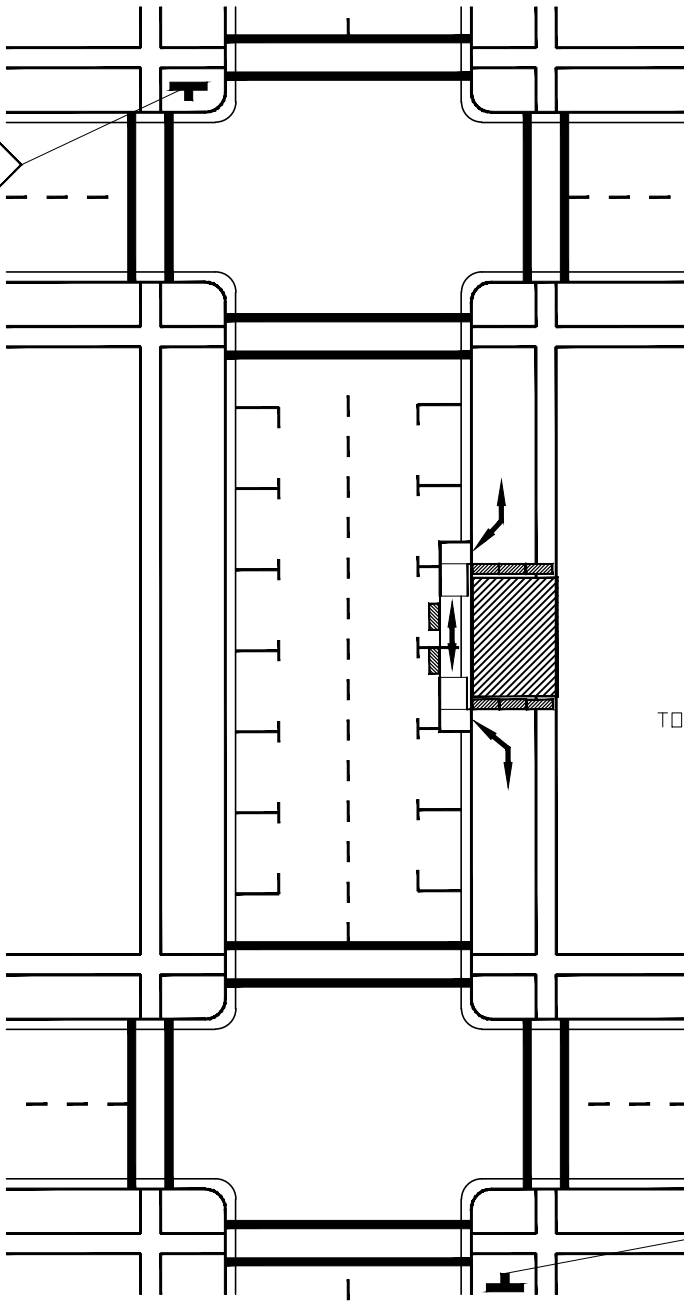
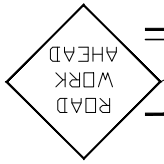
SAMPLE SETUP

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)

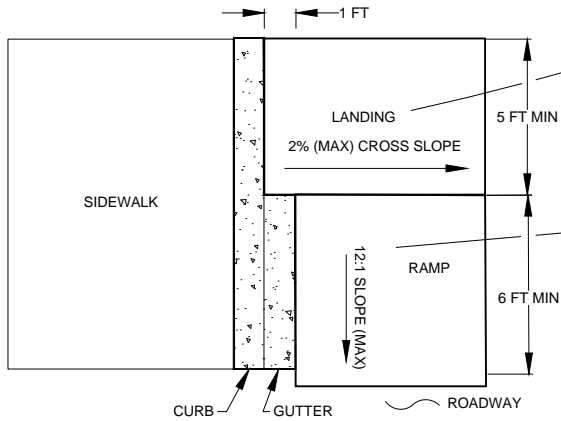
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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



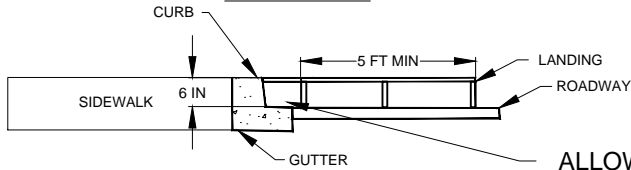
RAMP LANDING SHALL BE 1" X 5' X 5' (MIN) AND FLUSH WITH THE TOP OF THE CURB

RAMP SHALL BE 1" X 5' X 6' (MIN) AND HAVE A 600 POUND LOAD CAPACITY MIN.

NOTES:

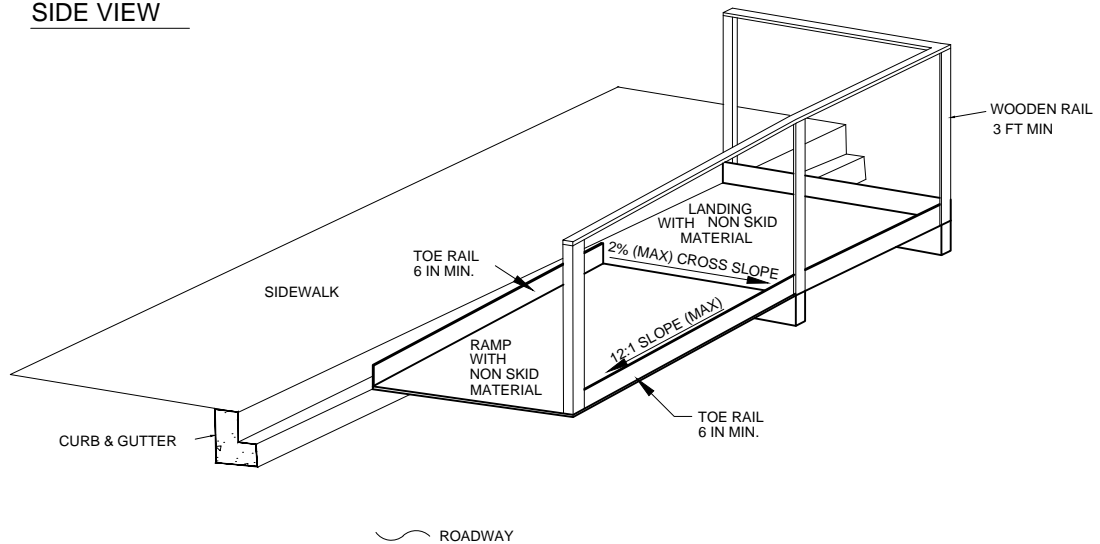
1. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
2. ADA ACCOMODATIONS MUST BE ADDRESSED AND CONSIDERED FOR ALL WORK OPERATIONS. EXISTING ADA FACILITIES MUST BE MAINTAINED.

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.

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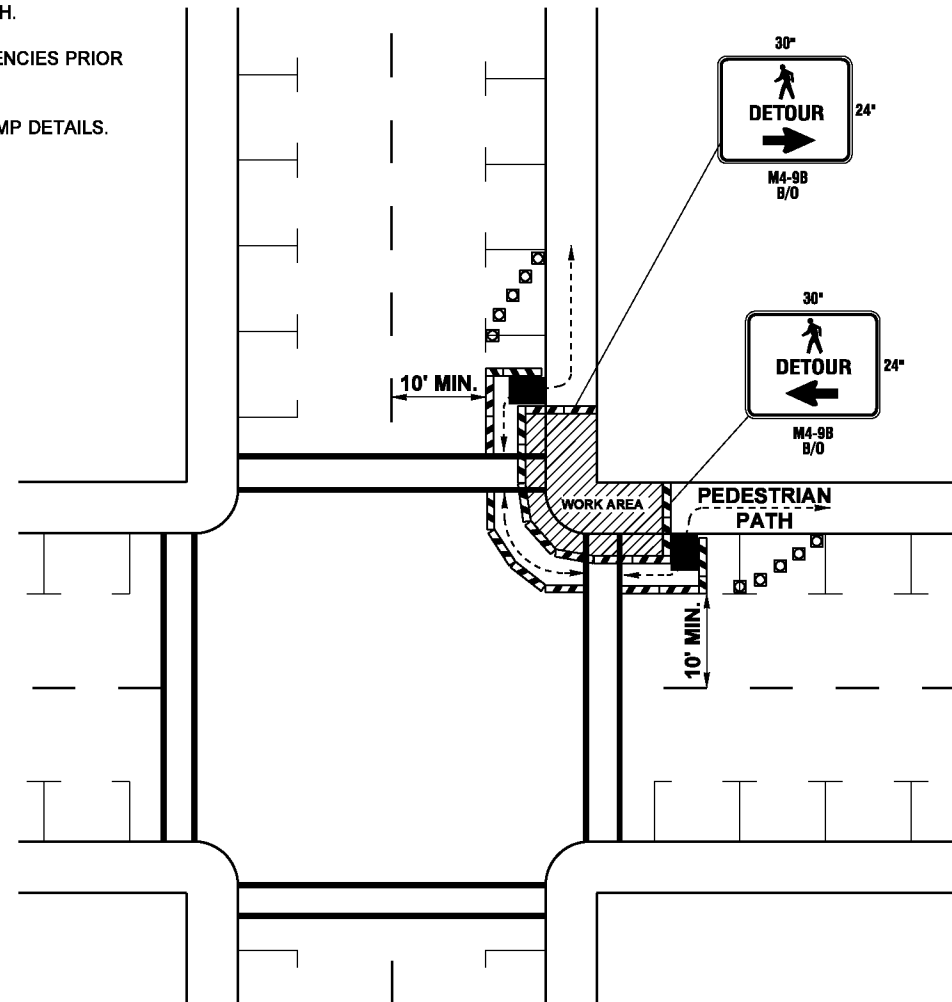


R8-3
24" x 30"
R/W

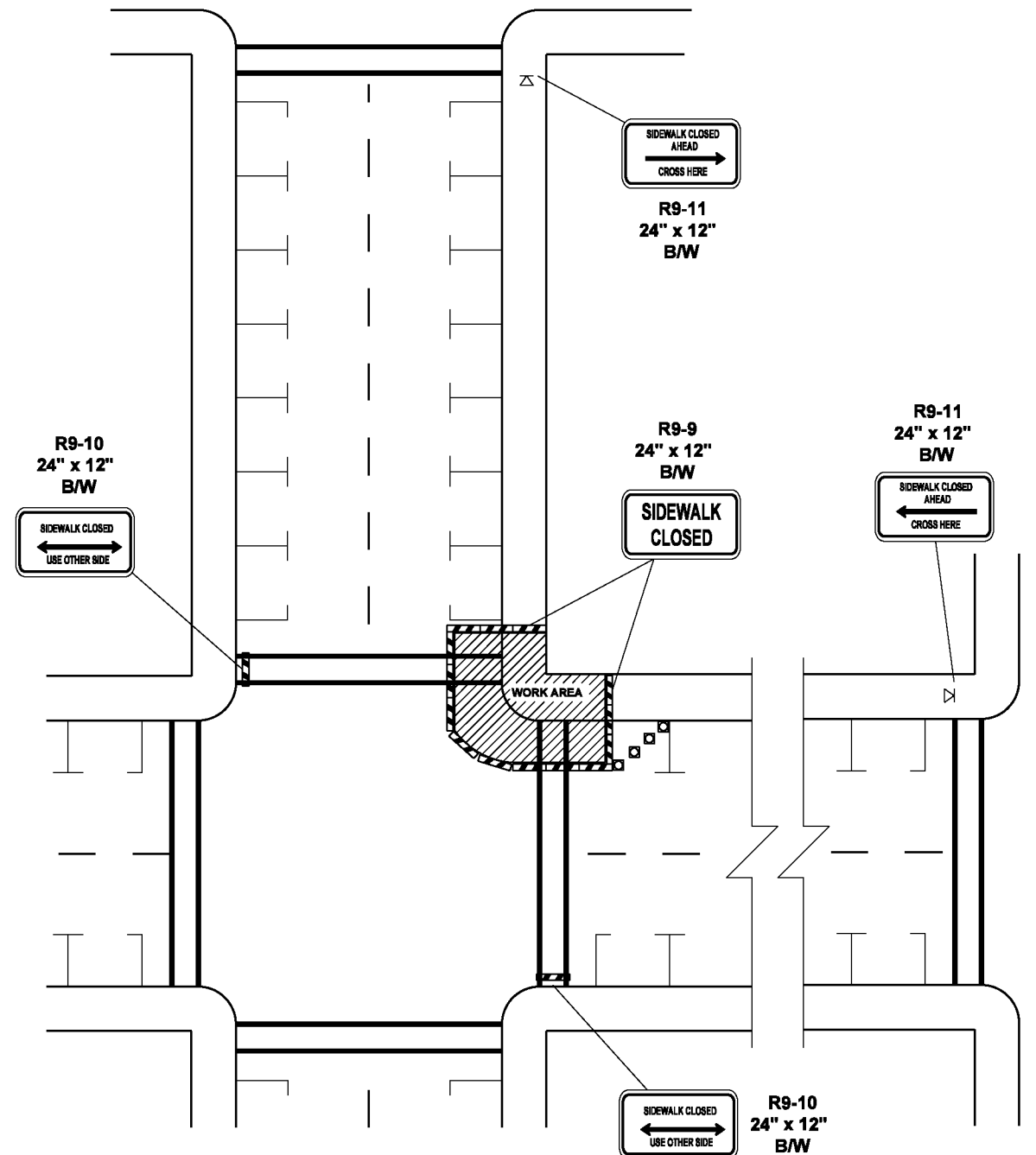
INSTALL ON TYPE 2 BARRICADES THROUGHOUT THE WORK AREA
24 HOURS PRIOR TO IMPLEMENTING TRAFFIC CONTROL.
PRIOR NOTIFICATION OF LOCAL LAW ENFORCEMENT REQUIRED.

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

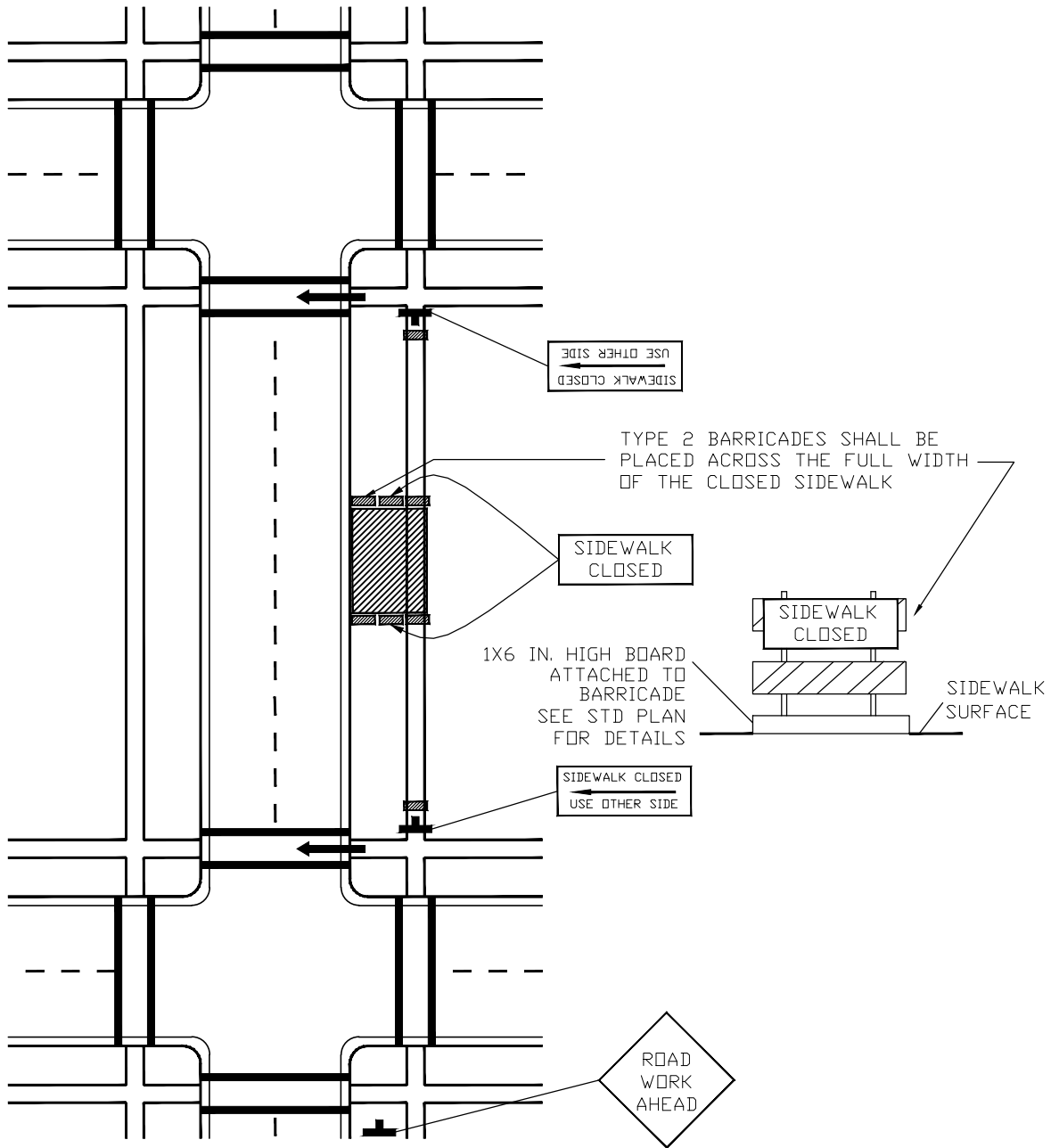
- TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PEDESTRIAN CHANNELIZING DEVICES
- TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS

INTERSECTION PEDESTRIAN TRAFFIC CONTROL

NOT TO SCALE

FILE NAME										S:\Design R P& SV4-Standards\2-Plan Sheet Library\10-Work Zone Traffic Control 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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)

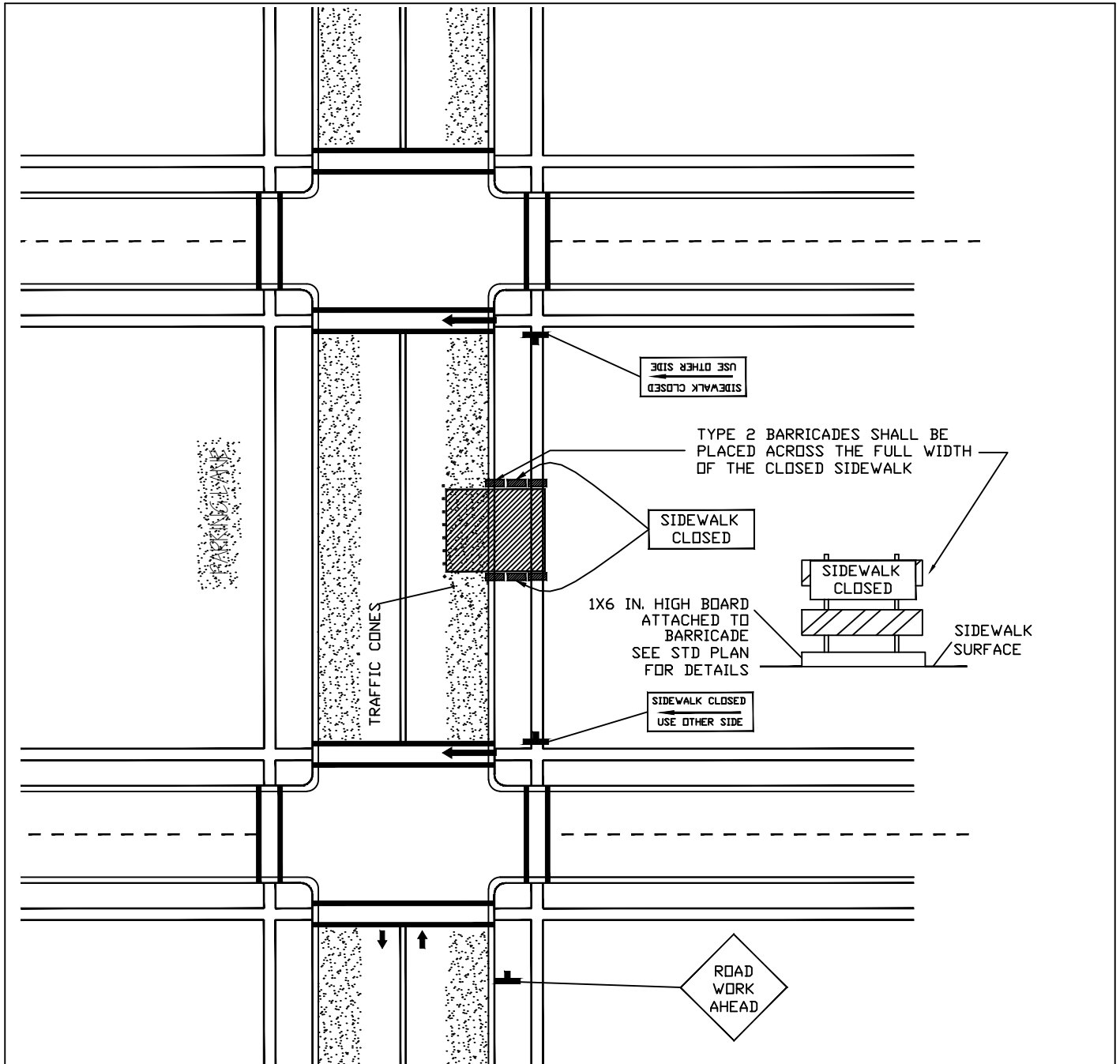
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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)

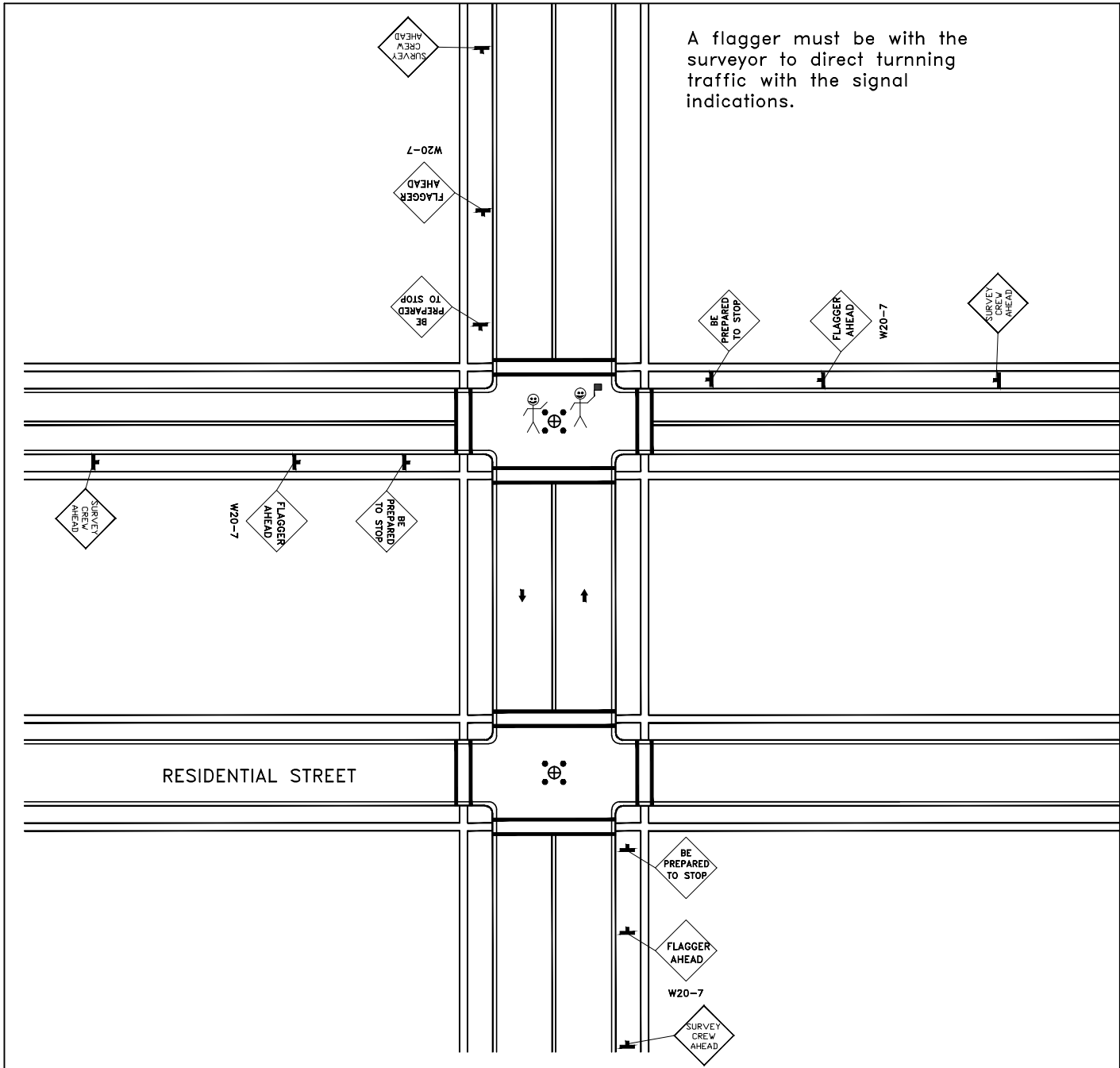
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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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)

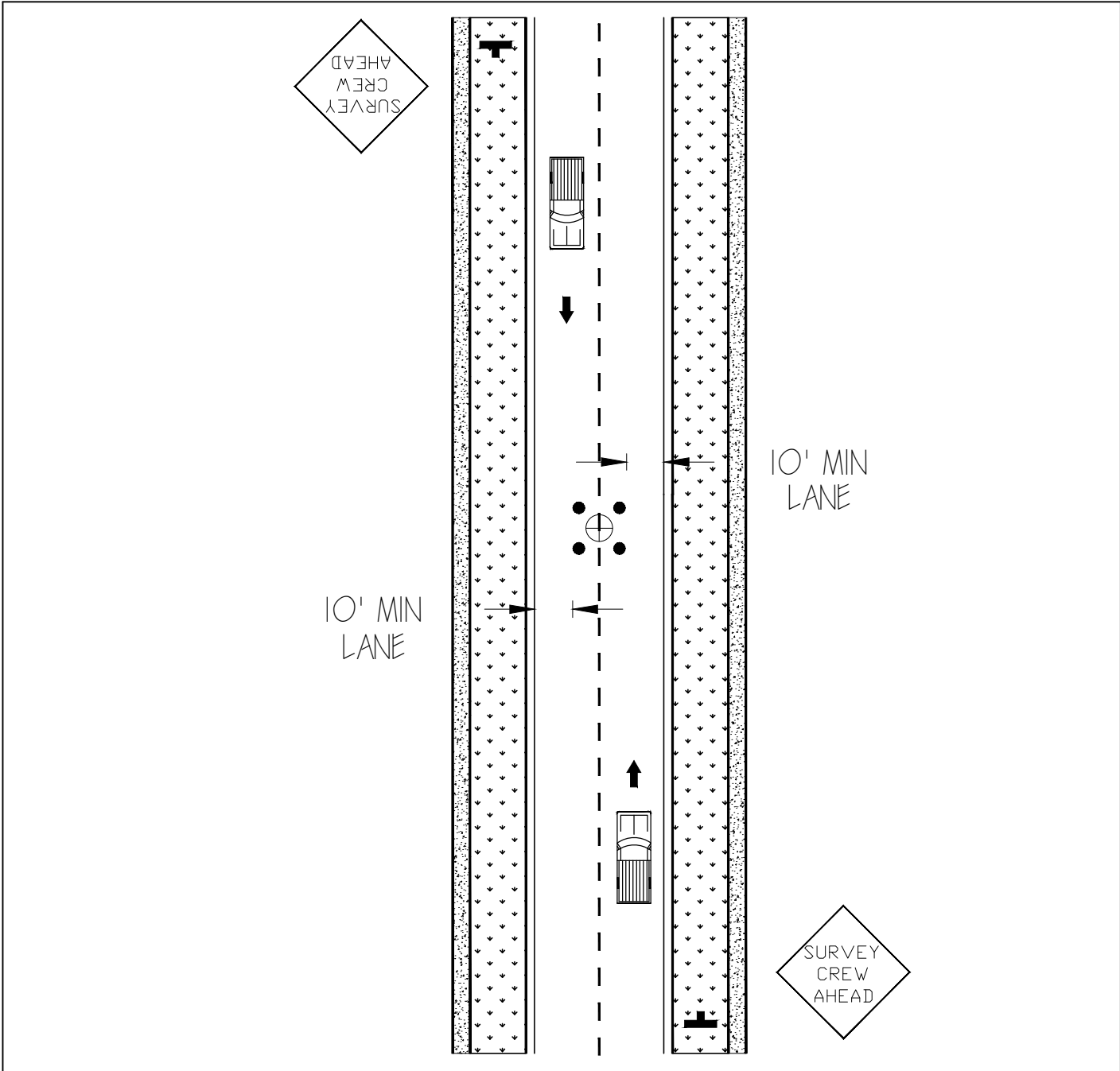
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NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

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	
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)

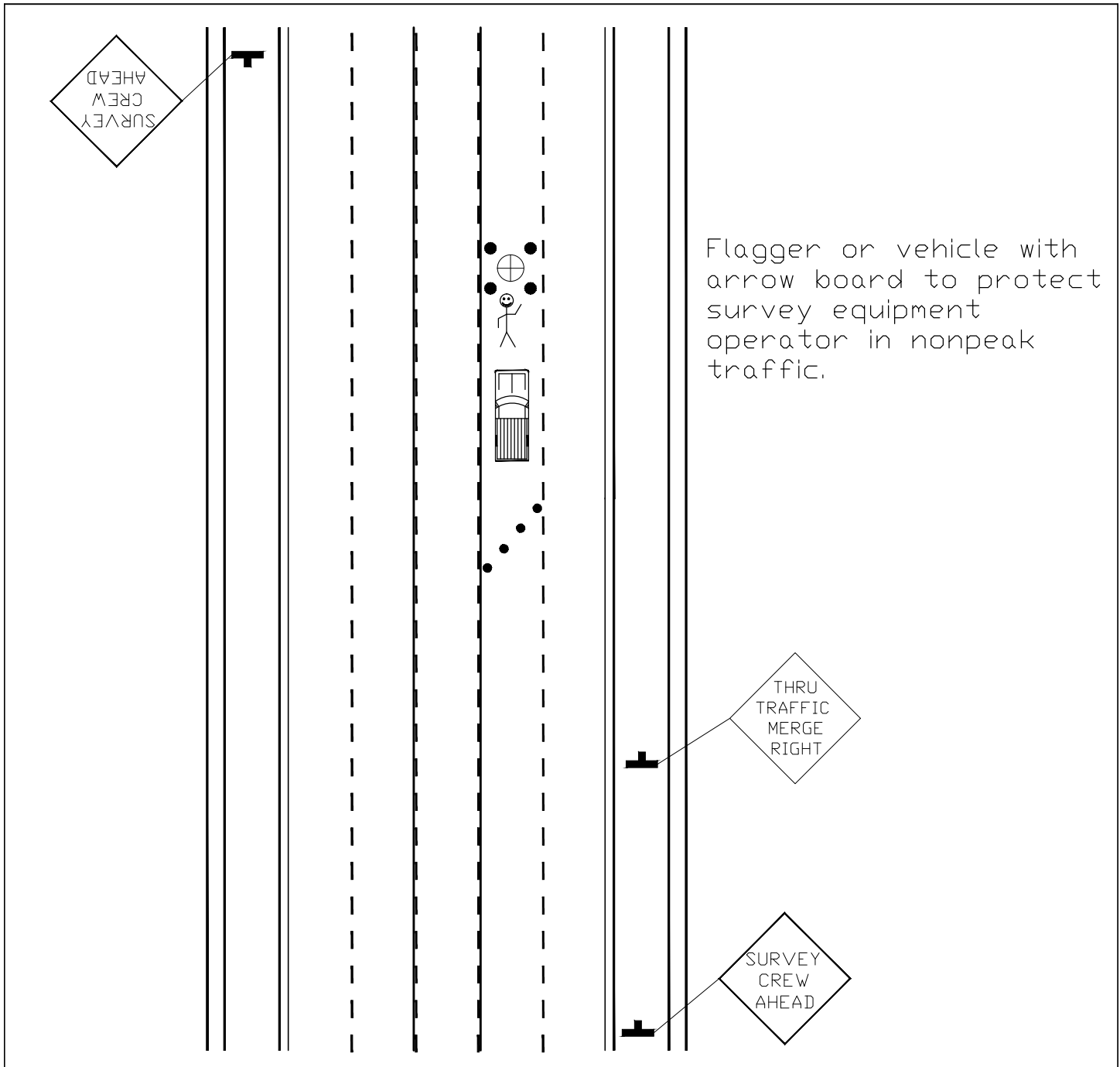
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SAMPLE SETUP



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
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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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	
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This image shows a blank sheet of white paper designed for handwriting practice. It features three horizontal black lines spaced evenly apart. The top and bottom lines are solid, while the middle line is dashed. This pattern of lines is repeated across the entire page to provide a guide for letter height and placement. There are no other markings, text, or illustrations on the page.

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: _____

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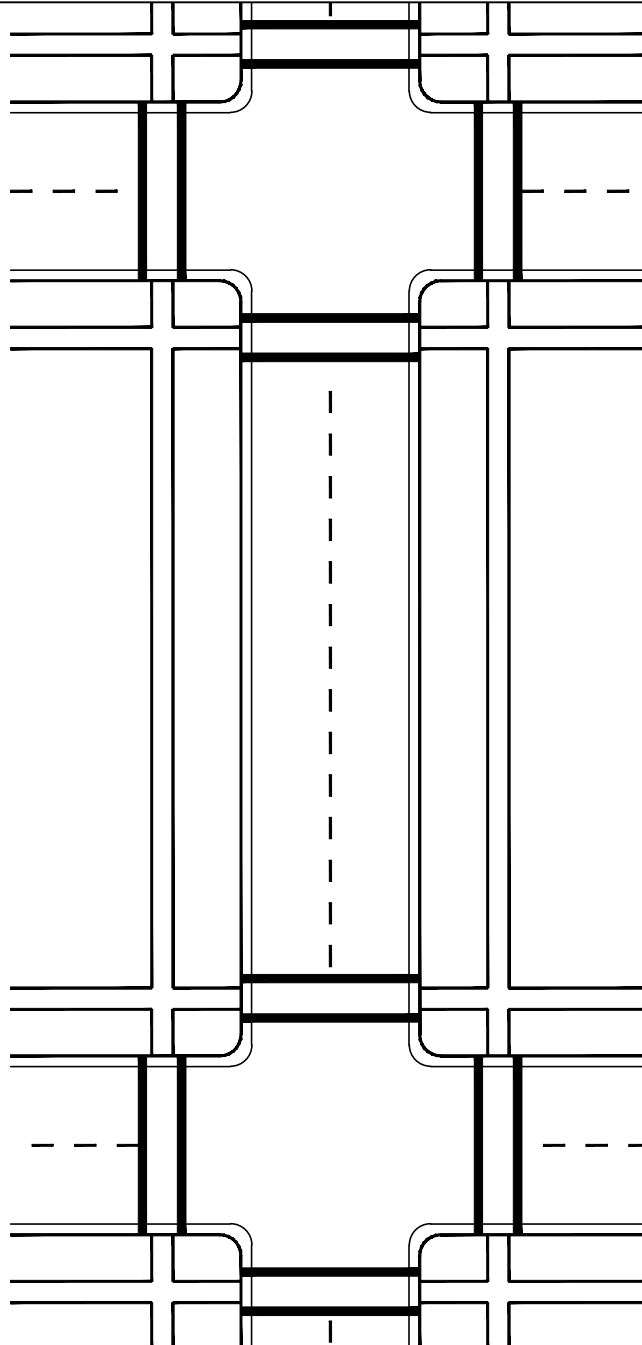
MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)								
MPH	10	15	20	25	30	35	40	
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SAMPLE SETUP



TRAFFIC CONTROL RECOMMENDATIONS

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MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

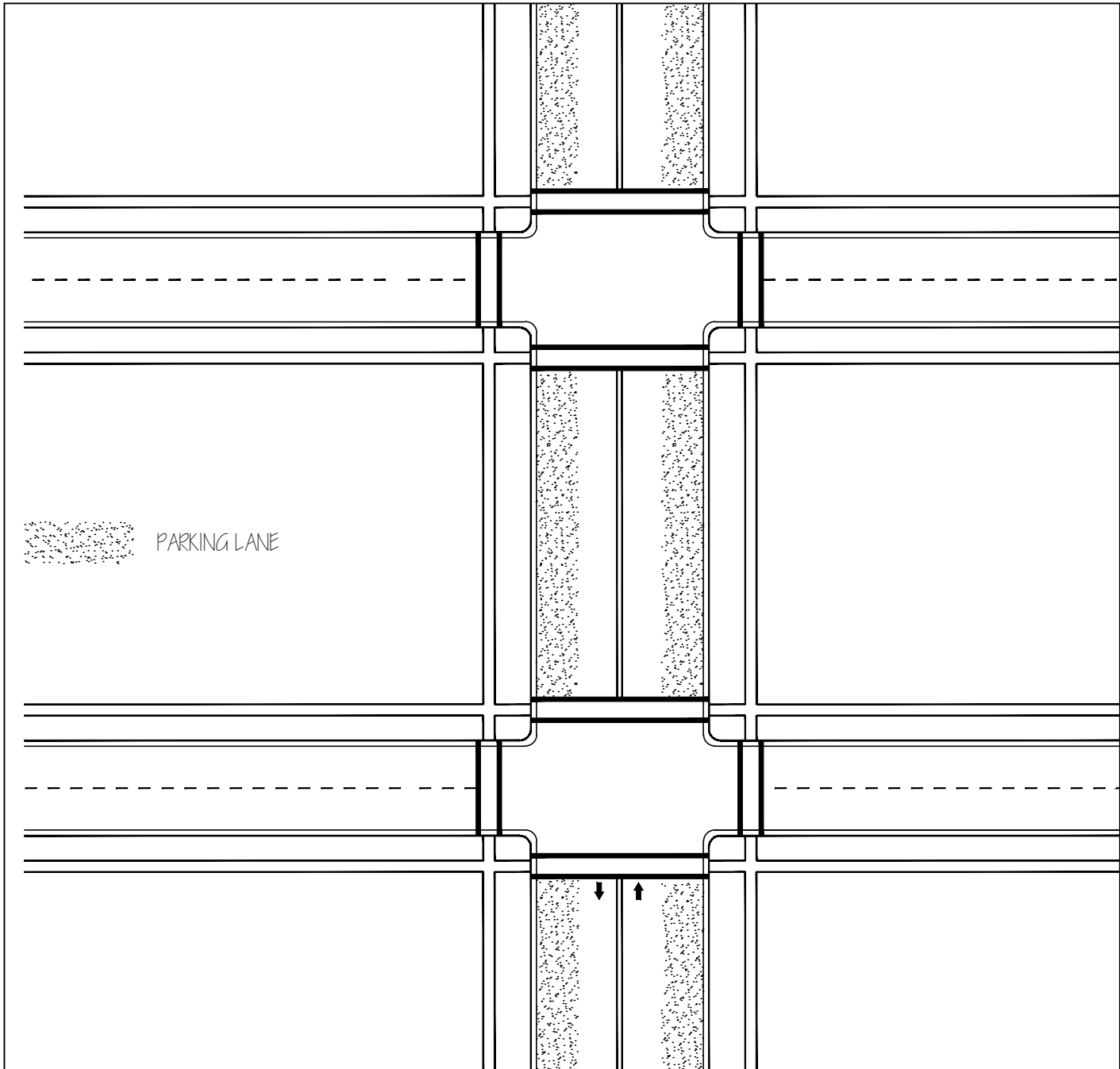
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(All minimums)

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LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

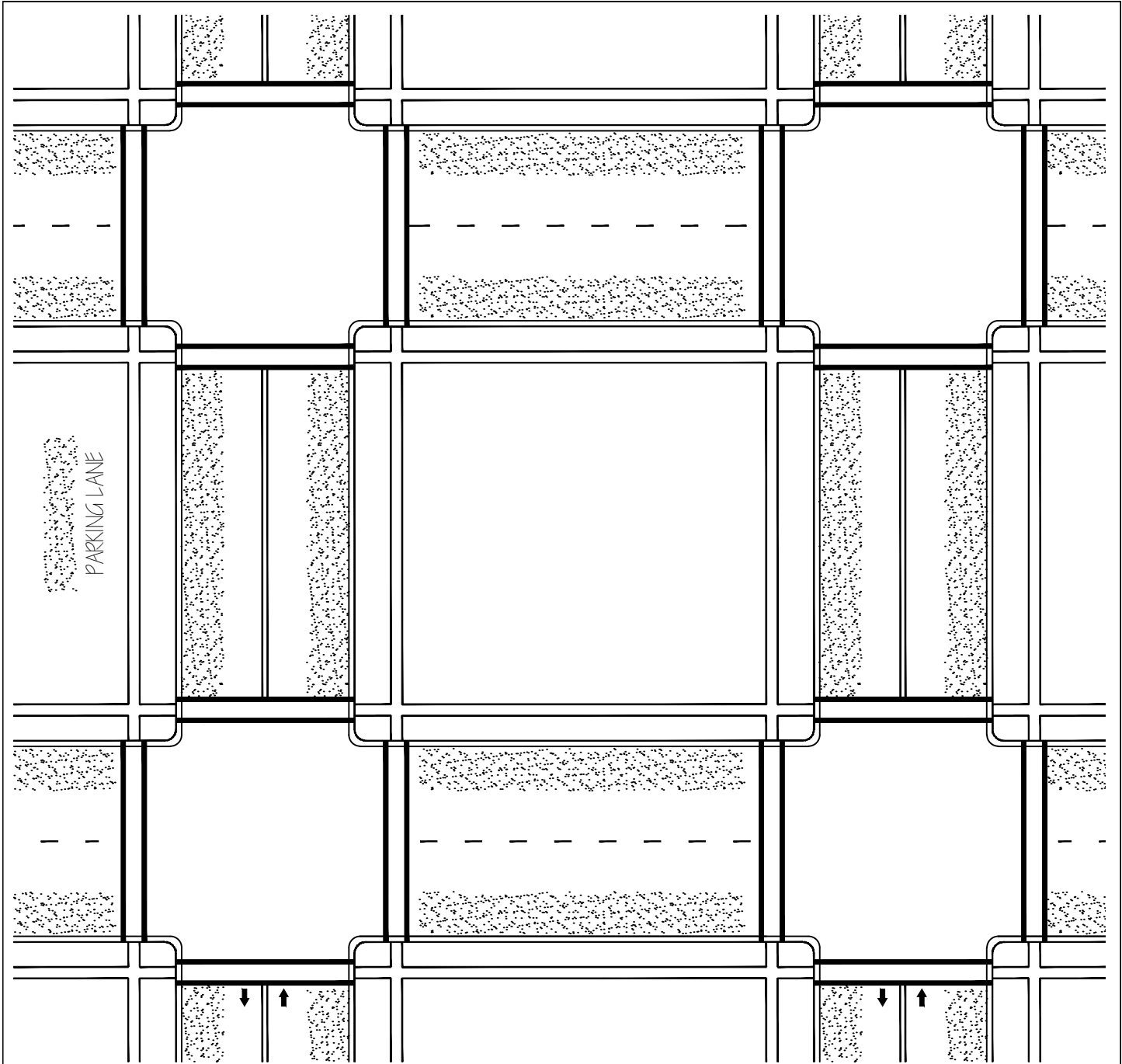
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LANE WIDTH

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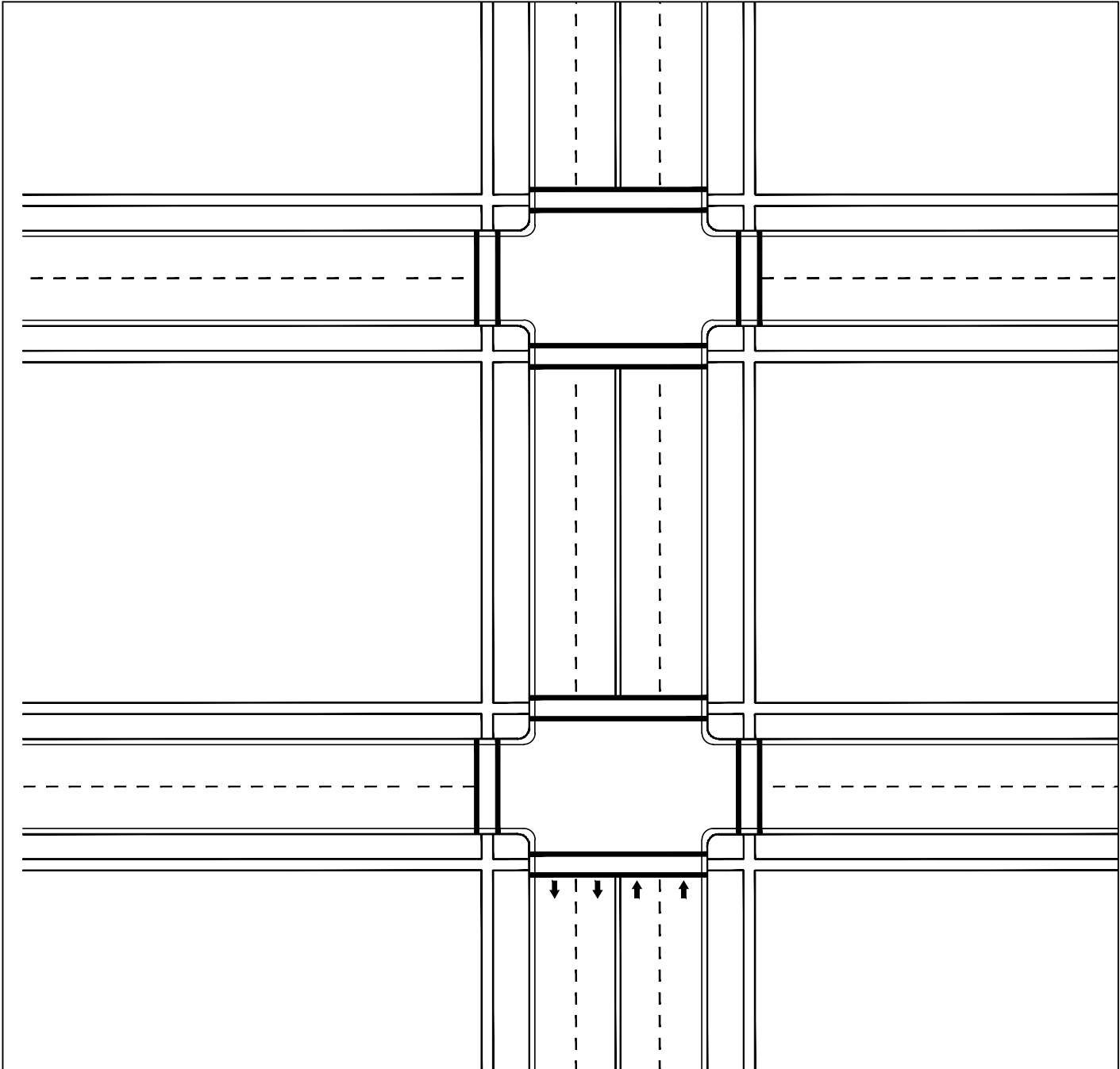
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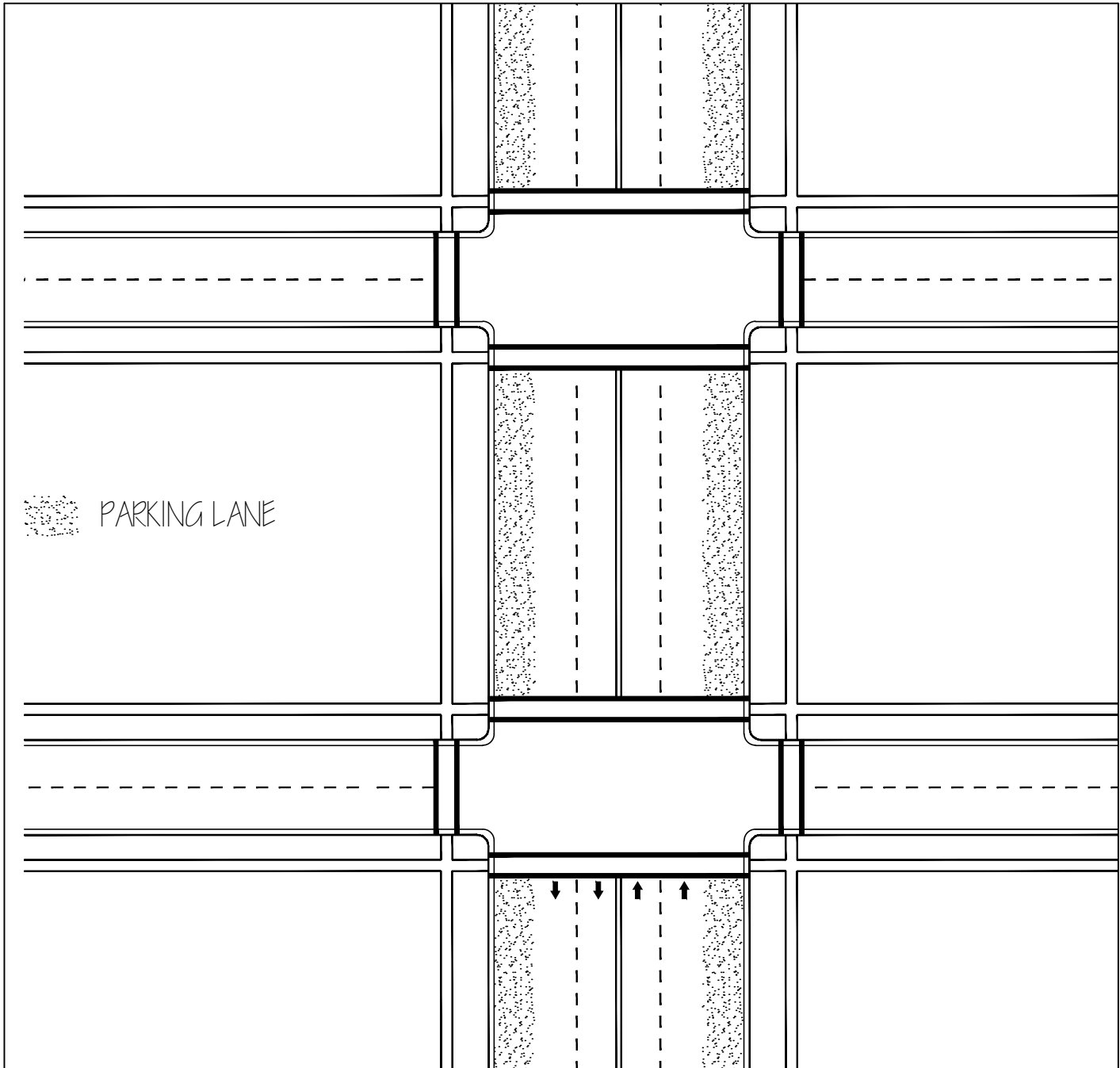
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LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

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[illegible]

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PART III

**CITY OF TACOMA
EQUITY IN CONTRACTING
PROGRAM**

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to ensure that the 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

17%

Women Business
Enterprise Requirement

14%

Small Business Enterprise
Requirement

22%

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: PWK-00714-04-03-05

Date of Record: 03/01/2023

Project Spec#: PW23-0054F

Project Title: Sidewalk Replacement, Eastside of Tacoma

*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
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) AND LEAP PROGRAMS

Bidders Special Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma.

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office*.

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.*

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC and LEAP policies, the City of Tacoma is utilizing two cloud-based software systems:

- **B2Gnow** - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.
- **LCP Tracker** - This system must be used for submitting certified payroll(s) for both EIC and LEAP compliance.



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

Both systems are monitored/audited by EIC and LEAP staff to ensure contract compliance, proactively identify potential issues and track contract progress.

***EIC & LEAP STAFF Contact Information**

- **For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**
Malika Godo at (253) 591-5630, or via email at mgodo@cityoftacoma.org
Gary Lizama at (253) 591-5826, or via email at glizama@cityoftacoma.org
- **For questions in regards to LEAP compliance and LCP Tracker support, contact LEAP Staff:**
Deborah Trevorrow at (253) 591-5590, or via email at dtrevorrow@cityoftacoma.org



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5826
Email: EICOffice@cityoftacoma.org

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 Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be known as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete business names and phone numbers are required to verify your usage of Certified Businesses**

a. Business 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 OMWBE Certified Business(s) 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 deductibles selected by the City of Tacoma. Also, please refer to Items #10-12 below.
2. Column "a" – List all **Certified Business(s)** that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if the **Certified Business(s)** is being utilized as an MBE, WBE, or SBE. (Businesses may count towards multiple requirements).
4. Column "c" – List the appropriate NAICS code(s) for the scope of work, services, or materials/supplies for each **Certified Business**.
5. Column "d" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the **Certified Businesses** have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **Certified Businesses** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
7. 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.
8. 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.
9. 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.
10. Block "i" – The percentage 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 = MBE usage as a percentage of the Base Bid.)
11. Block "j" – The percentage 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 = WBE usage as a percentage of the Base Bid.)

12. Block “k” – The percentage 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 = SBE usage as a percentage of the Base Bid.)

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

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

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

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

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 June. 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 June. 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 June. 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 June. 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)

P A R T I V

CITY OF TACOMA

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



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT GOAL:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
 - a) Civil Projects over \$250,000
 - b) Building Projects over \$750,000
2. **APPRENTICE GOAL:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.
3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.
4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

• 100% achievement	\$0.00 penalty	
• 99% to 90% achievement	\$2.00 penalty	
• 89% to 75% achievement	\$3.50 penalty	
• 74% to 50% achievement	\$5.00 penalty	
• 49% to 1% achievement	\$7.50 penalty	
• 0% achievement	\$10.00 penalty	

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

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

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted via LCP Tracker weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or email dtrevorrow@cityoftacoma.org

CHAPTER 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

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

1.90.010 Purpose.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

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

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:
 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
 3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

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

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

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

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

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

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

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

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

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

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

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

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

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

T. “Resident of Tacoma” shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

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

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

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

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

Y. “Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

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

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

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP goals.

A. Utilization Goals.

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

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

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

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

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

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

B. Failure to Meet Utilization Goal.

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

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

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

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

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

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

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

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

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

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

E. Utilization - Electrical Projects Outside Electrical Service Area.

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

F. Utilization - Water Projects Outside Water Service Area.

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

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

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

H. Emergency.

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

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

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

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

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

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

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

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

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

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

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

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

1.90.090 Compliance with applicable law.

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

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

1.90.100 Review and reporting.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

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

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

1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS & PROCEDURES:

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

Post-award Submittals:

- *LEAP Employee Verification Form.* This form is to be completed for employees who may be LEAP-Qualified and may be able to help meet the LEAP Goals.
- *LEAP Weekly Payroll.* These must be submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

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

Local Employment Utilization Goal - the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Zip Codes ,whether or not any such person is an apprentice.

Apprenticeship Utilization Goal – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

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

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

1. 15% Local Employment Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org
www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

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

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

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

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

Age: _____ Copy of DD-214: _____

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

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

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

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

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

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

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

_____ Driver's License with current address

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

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

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

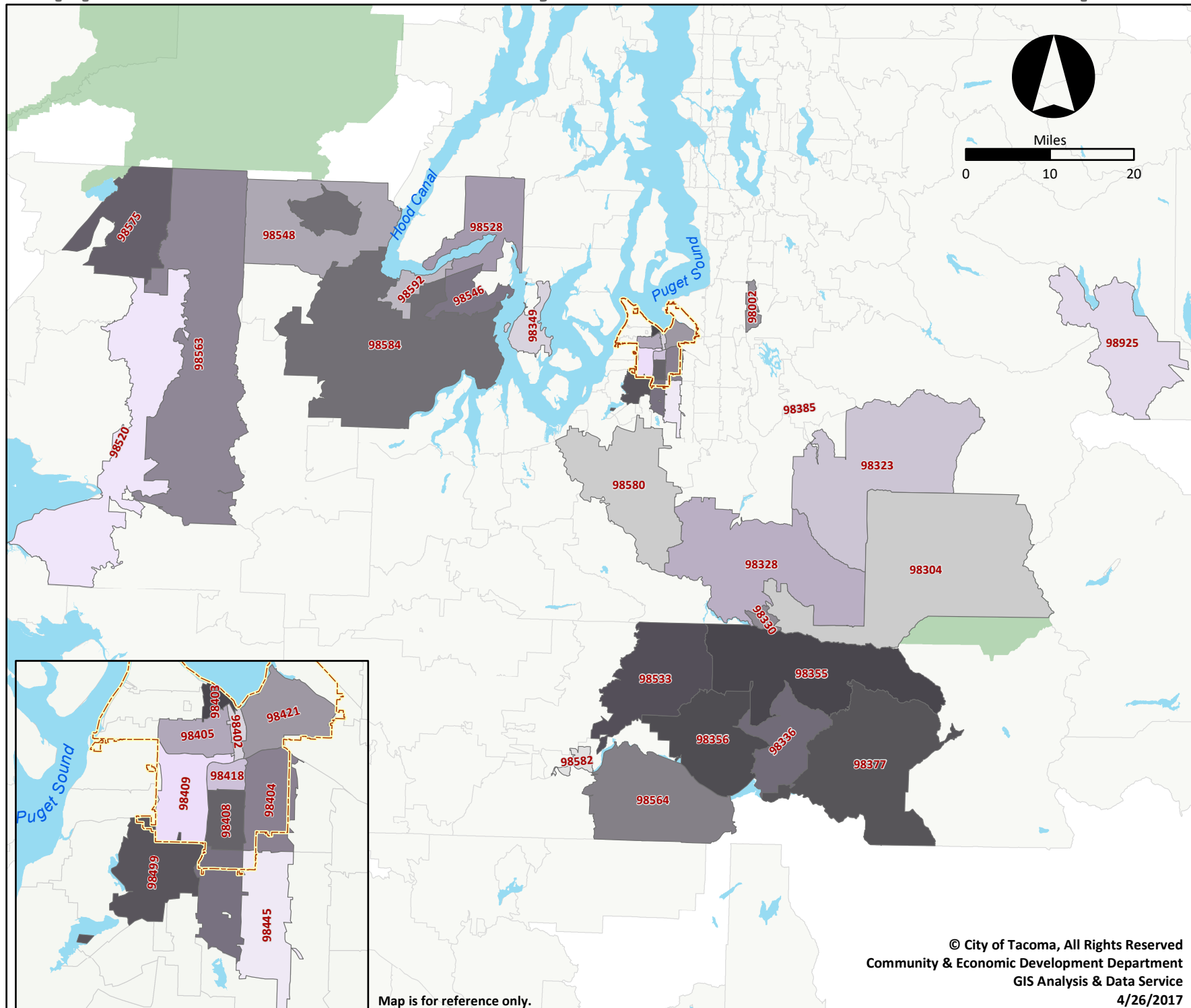
No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

Appendix C: Economically Distressed ZIP Codes Map



City Limits

98002

98304

98323

08278

08330

[illegible]

58556

58549

98355

98356

98377

98385

98520

98528

98533

08546

22512

See 10

58503

98564

98575

98580

98582

98584

98592

98925

08402

08402

58404

98405

98408

98409

98418

98421

98444

98445

98/99

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

Map is for reference only.

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downton
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

PART V

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".



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INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.
- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.



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INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

4.2 Commercial (Business) Automobile Liability Insurance

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

4.3 Workers' Compensation

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.