



City of Tacoma  
Department of Public Works

# **SPECIFICATION NO. PW24-0016F**

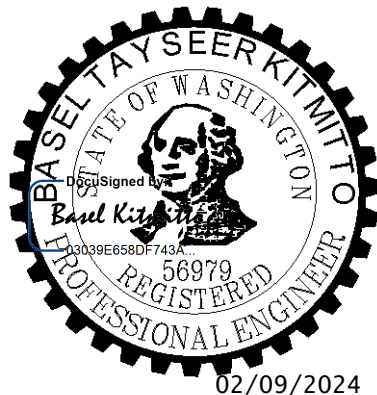
## **2024 STRIPING CONTRACT**

**Project No. 60000055725**

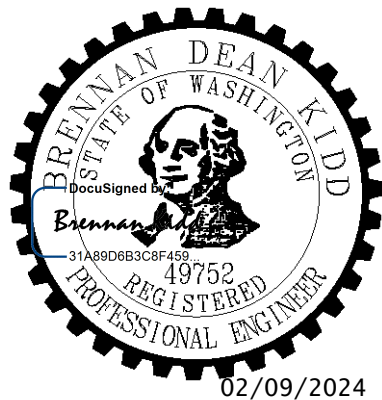
**Public Works Department**  
**2024 STRIPING CONTRACT**  
**PW24-0016F**

SPECIFICATIONS  
Stamp and Signature Page

Division 1 and Front End (not including 1-10, or 1-07.23(1))



Division 8-09, 8-22, 1-10 and 1-07.23(1)



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**City of Tacoma  
Public Works Engineering**

**REQUEST FOR BIDS PW24-0016F  
2024 Striping Contract**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 19, 2024**

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, [sendbid@cityoftacoma.org](mailto:sendbid@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. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

**Submittal Delivery:** Sealed submittals will be received as follows:

<b>By Email:</b> <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a> Maximum file size: 35 MB. Multiple emails may be sent for each submittal	<b>In Person:</b> Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35 <sup>th</sup> Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm
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**Bid Opening:** Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 AM. 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](http://www.TacomaPurchasing.org).

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

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

**Project Scope:** This contract shall generally consist of furnishing, installing, and/or removing pavement markings as described and as identified in these contract specifications. The majority of the work entails the re-painting of existing striping elements using the existing channelization as guidance. The extent of the work area primarily includes arterial roadways within the City limits. Additional supplemental areas within the City, performing similar work elements, are also included in the work.

**Estimate:** \$950,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave in accordance with Washington State law.

**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 the contact listed below in the *Additional Information* section.

**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 Carly Fowler, Senior Buyer, by email to [cfowler@cityoftacoma.org](mailto:cfowler@cityoftacoma.org).

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://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 and submitted with your bid response:

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. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK:** Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

**FAILURE TO LIST SUBCONTRACTORS WILL RESULT IN THE BID BEING NON-RESPONSIVE AND THEREFORE VOID.**

7. **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 and EIC Requirements.

#### **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.

Example LEAP Requirements:

1. Local Employment Utilization Requirement – 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 Requirement - 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: Depending on the number of requirements assigned to this project, the requirements could be satisfied concurrently. For example if the prime contractor utilizes individuals who simultaneously meet more than one assigned requirement, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area, then the hours worked by that individual will be applied toward both requirements.

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

**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 chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 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](mailto: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. PW24-0016F  
2024 Striping Contract

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. 60000055725 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

## **Base Bid (Table 1 + Table 2a)**

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
2. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
3. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
4. 8-09	Raised Pavement Marker Type 2	317.17 Hundred	\$ _____	\$ _____
5. 8-22	Paint Line, One Application of Paint	731,503 Lin. Ft.	\$ _____	\$ _____
6. 8-22	Paint Line, Two Applications of Paint	297 Lin. Ft.	\$ _____	\$ _____
7. 8-22	Painted Wide Line, One Application of Paint	155,732 Lin. Ft.	\$ _____	\$ _____
8. 8-22	Painted Wide Line, Two Applications of Paint	52 Lin. Ft.	\$ _____	\$ _____

Contractor's Name: \_\_\_\_\_  
Specification No. PW24-0016F  
Page 1 of 4

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. 8-22	Painted 24-inch Hatch Line, One Application of Paint	336 Lin. Ft.	\$ _____	\$ _____
10. 8-22	Plastic Line	2,131 Lin. Ft.	\$ _____	\$ _____
11. 8-22	Plastic Wide Line	461 Lin. Ft.	\$ _____	\$ _____
12. 8-22	Plastic 24-inch Hatch Line	89 Lin. Ft.	\$ _____	\$ _____
13. 8-22	Plastic Bike Lane Symbol with Arrow	2 Each	\$ _____	\$ _____
14. 8-22	Plastic Traffic Arrow	12 Each	\$ _____	\$ _____
15. 8-22	Plastic Traffic Letter	46 Each	\$ _____	\$ _____
16. 8-22	Plastic Crosswalk Line	6,760.00 Sq. Ft.	\$ _____	\$ _____
17. 8-22	Removing Paint Line	184 Lin. Ft.	\$ _____	\$ _____
18. 8-22	Removing Plastic Line	246 Lin. Ft.	\$ _____	\$ _____
19. 8-22	Removing Plastic Traffic Marking	5 Each	\$ _____	\$ _____

**Base Bid (Subtotal Items Nos. 1 - 19)**

**\$ \_\_\_\_\_**

Contractor's Name: \_\_\_\_\_

Specification No. PW24-0016F

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### Additive 1: Miscellaneous Work (Table 2b)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
20. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
21. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
22. 8-22	Paint Line, Two Applications of Paint	87 Lin. Ft.	\$ _____	\$ _____
23. 8-22	Plastic Wide Line	165 Lin. Ft.	\$ _____	\$ _____
24. 8-22	Plastic 12-inch Stop Line	52 Lin. Ft.	\$ _____	\$ _____
25. 8-22	Plastic Traffic Arrow	8 Each	\$ _____	\$ _____
26. 8-22	Plastic Traffic Letter	22 Each	\$ _____	\$ _____
27. 8-22	Plastic Speed Bump Marking	2 Each	\$ _____	\$ _____
28. 8-22	Plastic Crosswalk Line	853.33 Sq. Ft.	\$ _____	\$ _____
29. 8-22	Removing Paint Line	100 Lin. Ft.	\$ _____	\$ _____
30. 8-22	Removing Plastic Line	335 Lin. Ft.	\$ _____	\$ _____
31. 8-22	Removing Plastic Traffic Marking	3 Each	\$ _____	\$ _____
32. 8-22	Low-Profile Plastic Curbing with Delineators	407 Lin. Ft.	\$ _____	\$ _____

**Additive 1 (Subtotal Items Nos. 20 - 32)**

**\$ \_\_\_\_\_**

Contractor's Name: \_\_\_\_\_

Specification No. PW24-0016F

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### **BID PROPOSAL SUMMARY**

1. Base Bid TOTAL \$ \_\_\_\_\_
2. Base Bid + Additive 1 TOTAL \$ \_\_\_\_\_

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### **Proposal for Incorporating Recycled Materials into the Project**

In compliance with RCW 70A.205.700, 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. PW24-0016F 2024 Striping Contract**

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

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

#### **Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
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\_\_\_\_\_

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## 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

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## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**February 27, 2024**), 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

# List of Subcontractor Categories of Work

Project Name \_\_\_\_\_

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. **This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org).**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org).**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name.

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

\_\_\_\_\_

# 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

**20%**

Women Business  
Enterprise Requirement

**17%**

Small Business Enterprise  
Requirement

**20%**

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

[www.omwbe.diversitycompliance.com](http://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/EIC: WO#: 60000055725 / Activity code: 10 / Work center: TE-6-003

Date of Record: 01/29/2024

Project Spec#: PW24-0016F

Project Title: 2024 Striping Contract

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



City of Tacoma  
Community & Economic Development  
Office of Equity in Contracting  
747 Market Street, Rm 900  
Tacoma WA 98402  
253-591-5826  
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](http://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](mailto: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

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



## PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]

Bond No.

That we, the undersigned, [Supplier name]  
as principal, and \_\_\_\_\_  
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,  
[\$dollar value], plus any applicable taxes, 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. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

(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. [Enter Reso # Here]  
Specification No. [Enter Spec # Here]  
Contract No. [Enter Contract # Here]

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: [Supplier name]

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_



## PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]  
Bond No.

That we, the undersigned, [Supplier Name]  
as principal, and \_\_\_\_\_  
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of  
\$[dollar value], plus any applicable tax, 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. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

(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 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: [Supplier name]

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

## GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_

Title \_\_\_\_\_

## **PART II**

### **SPECIAL PROVISIONS**

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1 **INTRODUCTION**

2 **(March 31, 2023 Tacoma GSP)**

3  
4 The following special provisions shall be used in conjunction with the **"2024 Standard Specifications for Road, Bridge and Municipal Construction"** and **"Standard Plans for Road, Bridge, and Municipal Construction"** as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by calling (360) 705-7430, emailing [engrpubs@wsdot.wa.gov](mailto:engrpubs@wsdot.wa.gov), or may be downloaded, free of charge, from this location on the WSDOT home page:  
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

11  
12 These Special Provisions are made up of both General Special Provisions (GSPs) from various sources, which may have project-specific fill-ins; and project-specific Special Provisions. Each Provision either supplements, modifies, or replaces the comparable Standard Specification, or is a new Provision. The deletion, amendment, alteration, or addition to any subsection or portion of the Standard Specifications is meant to pertain only to that particular portion of the section, and in no way should it be interpreted that the balance of the section does not apply.

19  
20 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its source, as follows:

21  
22  
23 *(May 18, 2007 APWA GSP)*  
24 *(August 7, 2006 WSDOT GSP)*  
25 *(April 2, 2007 Tacoma GSP)*

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

28  
29 *(\*\*\*\*\*)*

30  
31  
32 A pre-bid conference will not be held

33  
34 **DESCRIPTION OF WORK**

35 *(\*\*\*\*\*)*

36  
37 This contract shall generally consist of furnishing, installing, and/or removing pavement markings as described in these contract specifications, including various channelization elements as identified in these contract specifications. The majority of the work entails the re-painting of existing striping elements using the existing channelization as guidance. The extent of the work area includes most, if not all, arterial roadways within the City limits. Some work areas are within the Puyallup Tribe of Indians Reservation and are subject to Tribal Employment Rights Ordinances (TEROs). Additional supplemental areas within the City, performing similar work elements, are also included in the work.

46  
47 **END OF SECTION**

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*  
7 *replace them with the following:*

8  
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36  
37 *Supplement this Section with the following:*

38  
39 All references in the Standard Specifications 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.

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  
13 **Alternate**

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

17  
18 **Business Day**

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

21  
22 **Contract Bond**

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

26  
27 **Contract Documents**

28 See definition for "Contract".

29  
30 **Contract Time**

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

33  
34 **Notice of Award**

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

37  
38 **Notice to Proceed**

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

42  
43 **Traffic**

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

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

49  
50 All references to the acronym UDBE" shall be revised to read "DBE/EIC".  
51

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

3  
4 **Base Bid**

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

8  
9 **Calendar Day**

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

12  
13 **Change Order**

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

18  
19 **Day**

20 Unless otherwise specified, a calendar day.

21  
22 **Deductive**

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

26  
27 **Grand Total Price**

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

30  
31 **Standard Specifications**

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

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

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

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

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

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

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

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

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

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

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

23

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

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

27  
28  
29 **1-02.4(1) General**  
30 **(December 30, 2022 APWA GSP Option B)**

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

34  
35 Prospective Bidders desiring an explanation or interpretation of the Bid Documents,  
36 shall request the explanation or interpretation in writing by close of business 6  
37 business days preceding the bid opening to allow a written reply to reach all  
38 prospective Bidders before the submission of their Bids.  
39

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

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

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

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

**1-02.6 Preparation of Proposal**  
**(January 4, 2024 APWA GSP, Option B)**

*Supplement the second paragraph with the following:*

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

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

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

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

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

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

A bid by a joint venture shall be executed in the joint venture name and signed by a member of the joint venture. A copy of the joint venture agreement shall be

1 submitted with the Bid Form if any DBE requirements are to be satisfied through  
2 such an agreement.  
3

4 *The fourth paragraph is revised to read:*  
5 **(October 18, 2013 Tacoma GSP)**  
6

7 The bidder shall submit the following completed forms:  
8 City of Tacoma – Equity in Contracting Utilization Form  
9

10 *Supplement this Section with the following:*  
11

12 **(\*\*\*\*\*)**

13 **Cumulative Additives Bidding**  
14

15 The Bid Proposal for this Contract requires the Bidder to bid cumulative Additives as part  
16 of the bid. As such the Bidder is required to submit a Base Bid and a bid for each of the  
17 Additive(s).  
18

19 **Bid Proposal**

20 The bid proposal is composed of the following parts:  
21

- 22 1. Base Bid  
23 The Base Bid shall include constructing all items included in the Proposal **Base**  
24 **Bid (Table 1 + Table 2a)** except those items contained in the Additive(s).  
25  
26  
27 2. Additive(s)  
28 a. **Additive 1**  
29 Based on constructing **Additive 1: Miscellaneous Work (Table 2b)**  
30 The Bid items for Additive 1 are as listed in the Bid Proposal.  
31

32 **Bidding procedures**

33 To be considered responsive the Bidder shall submit a price on each and every Bid item  
34 included in the Base Bid and all Additive(s).  
35

36 **Award Procedures**

37 The successful Bidder will be the Bidder submitting the lowest responsible Bid for the  
38 preference elected by the Local Agency. The following are listed in order from highest to  
39 lowest Preference:  
40

- 41 1. Preference 1: Lowest total for Base Bid plus Additive 1.  
42 2. Preference 2: Lowest total for Base Bid.  
43

44 In any case, the award will be subject to the requirements of Section 1-03.  
45

46 *Add the following new section:*  
47

48 **1-02.6(1) Recycled Materials Proposal**  
49 **(January 4, 2016 APWA GSP)**  
50

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

1  
2 **1-02.7 Bid Deposit**  
3 **(March 1, 2021 GSP)**

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

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

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

16  
17 If submitting your bid electronically, a scanned version of the original bid bond or  
18 cashier's check shall accompany your electronic bid submittal. The original bid bond or  
19 cashier's check shall be sent to the Contracting Agency and received by the Contracting  
20 Agency within 7 calendar days of the bid opening or the bidder may be deemed non-  
21 responsive.

22  
23 **Original bid bonds or cashier's check will be delivered to:**

24  
25 Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk  
26 3628 South 35th Street  
27 Tacoma, WA 98409  
28 Monday – Friday 8:00 am to 4:30 pm

29  
30 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

31  
32 **1-02.9 Delivery of Proposal**  
33 **(\*\*\*\*\*)**

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

35  
36 Each Proposal shall be submitted in a sealed envelope or shall be submitted  
37 electronically via email to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), with the Project Name and Project  
38 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or  
39 as otherwise required in the Bid Documents, to ensure proper handling and delivery.

40  
41 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance  
42 with Wage Payment Statutes" document where the Bidder under penalty of perjury  
43 verifies that the Bidder is in compliance with responsible bidder criteria in RCW  
44 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of  
45 Compliance with Wage Payment Statutes" document shall be received with the Bid  
46 Proposal.

47  
48 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
49 **(March 1, 2021 Tacoma GSP)**

50 *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 emails it to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), and
2. The Contracting Agency receives the request before the time set for receipt of Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

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

Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened.

#### **1-02.12 Public Opening of Proposals**

(\*\*\*\*\*)

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

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](http://www.TacomaPurchasing.org)

#### **1-02.13 Irregular Proposals**

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

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

1. A proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
  - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;

- h. The bidder fails to submit or properly complete the EIC forms as required in Section 1-02.6;
  - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
  - j. More than one proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be reject if:
- a. The Proposal does not include a unit price for every Bid item;
  - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
  - c. Receipt of Addenda is not acknowledged;
  - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
  - e. If Proposal form entries are not made in ink.

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

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

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency; or
10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in the **Special Notice to All Bidders, 1-02.1**; or
11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

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

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

#### **1-02.15 Pre Award Information (December 30, 2022 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 **(December 30, 2022 APWA GSP)**

5 *Revise the first paragraph to read:*

6  
7 After opening and reading proposals, the Contracting Agency will check them for  
8 correctness of extensions of the prices per unit and the total price. If a discrepancy  
9 exists between the price per unit and the extended amount of any bid item, the price  
10 per unit will control. If a minimum bid amount has been established for any item and  
11 the bidder's unit or lump sum price is less than the minimum specified amount, the  
12 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum  
13 specified amount and recalculate the extension. The total of extensions, corrected  
14 where necessary, including sales taxes where applicable and such additives and/or  
15 alternates as selected by the Contracting Agency, will be used by the Contracting  
16 Agency for award purposes and to fix the Awarded Contract Price amount and the  
17 amount of the contract bond.

18  
19 **1-03.1(1) Identical Bid Totals**  
20 **(December 30, 2022 APWA GSP)**

21 *Revise this section to read:*

22  
23 After opening Bids, if two or more lowest responsive Bid totals are exactly equal,  
24 then the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use  
25 the highest percentage of recycled materials in the Project, per the form submitted  
26 with the Bid Proposal. If those percentages are also exactly equal, then the tie-  
27 breaker will be determined by drawing as follows: Two or more slips of paper will be  
28 marked as follows: one marked "Winner" and the other(s) marked "unsuccessful".  
29 The slips will be folded to make the marking unseen. The slips will be placed inside a  
30 box. One authorized representative of each Bidder shall draw a slip from the box.  
31 Bidders shall draw in alphabetic order by the name of the firm as registered with the  
32 Washington State Department of Licensing. The slips shall be unfolded and the firm  
33 with the slip marked "Winner" will be determined to be the successful Bidder and  
34 eligible for Award of the Contract. Only those Bidders who submitted a Bid total that  
35 is exactly equal to the lowest responsive Bid, and with a proposed recycled materials  
36 percentage that is exactly equal to the highest proposed recycled materials amount,  
37 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 4, 2024 APWA GSP, Option B)**

46 *Revise this section to read:*

47  
48 Within 3 calendar days of Award date (not including Saturdays, Sundays and  
49 Holidays), the successful Bidder shall provide the information necessary to execute  
50 the Contract to the Contracting Agency. The Bidder shall send the contact

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

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

8  
9 Within 10 calendar days after the award date, the successful bidder shall return the  
10 signed Contracting Agency-prepared contract, an insurance certification as required  
11 by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the  
12 Transfer of Coverage form for the Construction Stormwater General Permit with  
13 sections I, III, and VIII completed when provided. Before execution of the contract by  
14 the Contracting Agency, the successful bidder shall provide any pre-award  
15 information the Contracting Agency may require under Section 1-02.15.

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

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

#### 28 29 **1-03.4 Contract Bond**

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

31 *Delete the first paragraph and replace it with the following:*

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

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

- 1 subcontractors, material person, or any other person who provides supplies  
2 or provisions for carrying out the work;
- 3 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on  
4 the project under titles 50, 51, and 82 RCW; and
- 5 5. Be accompanied by a power of attorney for the Surety's officer empowered to  
6 sign the bond; and
- 7 6. Be signed by an officer of the Contractor empowered to sign official statements  
8 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be  
9 signed by the president or vice president, unless accompanied by written proof of  
10 the authority of the individual signing the bond(s) to bind the corporation (i.e.,  
11 corporate resolution, power of attorney, or a letter to such effect signed by the  
12 president or vice president).

13  
14 **1-03.5 Failure to Execute Contract**  
15 **(April 15, 2020 Tacoma GSP)**

16 *The first sentence is revised to read:*

17  
18 Failure to return the insurance certification and bond with the signed contract as required  
19 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required  
20 in the contract, or failure or refusal to sign the Contract, or failure to register as a  
21 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit  
22 of this Bidder

23  
24  
25 **END OF SECTION**  
26

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 30, 2022 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  
10 of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

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

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

23 **1-04.6 Variation In Estimated Quantities**  
24 **(December 30, 2022 APWA GSP, Option B)**  
25

26 *Revise the first paragraph to read:*  
27

28 Payment to the Contractor will be made only for the actual quantities of Work  
29 performed and accepted in conformance with the Contract. When the accepted  
30 quantity of Work performed under a unit item varies from the original Proposal  
31 quantity, payment will be at the unit Contract price for all Work unless the total  
32 accepted quantity of the Contract item, adjusted to exclude added or deleted  
33 amounts included in change orders accepted by both parties, increases or decreases  
34 by more than 25 percent from the original Proposal quantity, and if the total extended  
35 bid price for that item at time of award is equal to or greater than 10 percent of the  
36 total contract price at time of award. In that case, payment for contract work may be  
37 adjusted as described herein:  
38  
39

40 **END OF SECTION**  
41  
42

1 **1-05 CONTROL OF WORK**

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

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

6  
7 **1-05.3 Submittals**

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

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

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

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

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

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

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

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

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

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

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

47  
48 Each submittal shall have a unique number assigned to it, and the transmittals shall be  
49 sequentially numbered. The numbering of resubmittals shall meet the requirements of



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

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

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

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

- Project Name: 2024 STRIPING CONTRACT
- Project Specification Number: PW24-0016F
- Project No. 60000055725
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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

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

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

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

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

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

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

1  
2 When the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH  
3 COMMENTS", no additional copies need to be furnished. The Contractor shall comply  
4 with any comments on the return submittal.  
5

#### 6 **1-05.3(4) Resubmittals** 7

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

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

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

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

#### 26 **1-05.3(5) Submittal Requirements by Section** 27

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

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 Plans

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

*Supplement this section with the following:*

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

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

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

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

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

1 **1-05.11 Final Inspection**

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

3 **1-05.11 Final Inspections and Operational Testing**  
4 **(October 1, 2005 APWA GSP)**

5  
6 **1-05.11(1) Substantial Completion Date**

7  
8 When the Contractor considers the work to be substantially complete, the Contractor  
9 shall so notify the Engineer and request the Engineer establish the Substantial  
10 Completion Date. The Contractor's request shall list the specific items of work that  
11 remain to be completed in order to reach physical completion. The Engineer will  
12 schedule an inspection of the work with the Contractor to determine the status of  
13 completion. The Engineer may also establish the Substantial Completion Date  
14 unilaterally.

15  
16 If, after this inspection, the Engineer concurs with the Contractor that the work is  
17 substantially complete and ready for its intended use, the Engineer, by written notice to  
18 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
19 Engineer does not consider the work substantially complete and ready for its intended  
20 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
21 therefore.

22  
23 Upon receipt of written notice concurring in or denying substantial completion, whichever  
24 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
25 interruption, the work necessary to reach Substantial and Physical Completion. The  
26 Contractor shall provide the Engineer with a revised schedule indicating when the  
27 Contractor expects to reach substantial and physical completion of the work.

28  
29 The above process shall be repeated until the Engineer establishes the Substantial  
30 Completion Date and the Contractor considers the work physically complete and ready  
31 for final inspection.

32  
33 **1-05.11(2) Final Inspection and Physical Completion Date**

34  
35 When the Contractor considers the work physically complete and ready for final  
36 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
37 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
38 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
39 writing of all particulars in which the final inspection reveals the work incomplete or  
40 unacceptable. The Contractor shall immediately take such corrective measures as are  
41 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
42 diligently, and without interruption until physical completion of the listed deficiencies.  
43 This process will continue until the Engineer is satisfied the listed deficiencies have been  
44 corrected.

45  
46 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the  
47 written notice listing the deficiencies, the Engineer may, upon written notice to the  
48 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to  
49 Section 1-05.7.

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

4  
5 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
6 Contracting Agency, in writing, of the date upon which the work was considered  
7 physically complete. That date shall constitute the Physical Completion Date of the  
8 Contract, but shall not imply acceptance of the work or that all the obligations of the  
9 Contractor under the contract have been fulfilled.

### 10 11 **1-05.11(3) Operational Testing**

12  
13 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
14 complete and operable system. Therefore when the work involves the installation of  
15 machinery or other mechanical equipment; street lighting, electrical distribution or signal  
16 systems; irrigation systems; buildings; or other similar work it may be desirable for the  
17 Engineer to have the Contractor operate and test the work for a period of time after final  
18 inspection but prior to the physical completion date. Whenever items of work are listed in  
19 the Contract Provisions for operational testing they shall be fully tested under operating  
20 conditions for the time period specified to ensure their acceptability prior to the Physical  
21 Completion Date. During and following the test period, the Contractor shall correct any  
22 items of workmanship, materials, or equipment which prove faulty, or that are not in first  
23 class operating condition. Equipment, electrical controls, meters, or other devices and  
24 equipment to be tested during this period shall be tested under the observation of the  
25 Engineer, so that the Engineer may determine their suitability for the purpose for which  
26 they were installed. The Physical Completion Date cannot be established until testing  
27 and corrections have been completed to the satisfaction of the Engineer.

28  
29 The costs for power, gas, labor, material, supplies, and everything else needed to  
30 successfully complete operational testing, shall be included in the unit Contract prices  
31 related to the system being tested, unless specifically set forth otherwise in the proposal.

32  
33 Operational and test periods, when required by the Engineer, shall not affect a  
34 manufacturer's guaranties or warranties furnished under the terms of the Contract.

35  
36 *Add the following new section:*

### 37 38 **1-05.12(1) One-Year Guarantee Period** 39 **(March 8, 2013 APWA GSP)**

40  
41 The Contractor shall return to the project and repair or replace all defects in  
42 workmanship and material discovered within one year after Final Acceptance of the  
43 Work. The Contractor shall start work to remedy any such defects within 7 calendar  
44 days of receiving Contracting Agency's written notice of a defect, and shall complete  
45 such work within the time stated in the Contracting Agency's notice. In case of an  
46 emergency, where damage may result from delay or where loss of services may result,  
47 such corrections may be made by the Contracting Agency's own forces or another  
48 Contractor, in which case the cost of corrections shall be paid by the Contractor. In the  
49 event the Contractor does not accomplish corrections within the time specified, the work  
50 will be otherwise accomplished and the cost of same shall be paid by the Contractor.

When corrections of defects are made, the Contractor shall then be responsible for correcting all defects in workmanship and materials in the corrected work for one year after acceptance of the corrections by Contracting Agency. This guarantee is supplemental to and does not limit or affect the requirements that the Contractor's work comply with the requirements of the Contract or any other legal rights or remedies of the Contracting Agency.

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

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

**1-05.14 Cooperation with Other Contractors**

Section 1-05.14 is supplemented with the following:

**(March 13, 1995 WSDOT GSP)**

***Other Contracts Or Other Work***

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

- City of Tacoma Public Works Department
- City of Tacoma Environmental Services Department
- Tacoma Public Utilities
- Washington State Department of Transportation
- Sound Transit

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

**1-05.15 Method of Serving Notices  
(December 30, 2022 APWA GSP)**

*Revise the second paragraph to read:*

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

*Add the following new section:*

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

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

1  
2 *Add the following new section:*  
3

4 **1-05.17 Oral Agreements**  
5 **(\*\*\*\*\*)**  
6

7 No oral agreement or conversation with any officer, agent, or employee of the  
8 Contracting Agency, either before or after execution of the contract, shall affect or modify  
9 any of the terms or obligations contained in any of the documents comprising the  
10 contract. Such oral agreement or conversation shall be considered as unofficial  
11 information and in no way binding upon the Contracting Agency, unless subsequently  
12 put in writing and signed by the Contracting Agency.  
13  
14  
15

## SUBMITTAL TRANSMITTAL FORM

2024 Striping Project  
Project Number 60000055725  
Specification No. PW24-0016F

ATTN: Construction Division Date: \_\_\_\_\_

Submittal Number \_\_\_\_\_

Specification Number \_\_\_\_\_ Bid Item No. \_\_\_\_\_

Submittal Description \_\_\_\_\_

We are sending you:

Copies	Date	Page	Description

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

Remarks: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Certify Either A or B:

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

Certified By: \_\_\_\_\_  
Signature

**END OF SECTION**



1 **1-06 CONTROL OF MATERIAL**

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

5 *The first sentence is revised to read:*

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

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

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

- 14  
15 1. Shall be new, unless the Special Provisions or Standard Specifications permit  
16 otherwise;  
17  
18 2. Shall meet the requirements of the Contract and be approved by the Engineer;  
19  
20 3. May be inspected or tested at any time during their preparation and use; and  
21  
22 4. Shall not be used in the Work if they become unfit after being previously  
23 approved.  
24

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

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

27  
28 QPL's are not accepted by the City.  
29

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

31 *This section is deleted in its entirety.*

32  
33 **1-06.6 Recycled Materials**  
34 **(January 4, 2016 APWA GSP)**

35  
36 *Delete this section, including its subsections, and replace it with the following:*

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

41  
42 Prior to Physical Completion the Contractor shall report the quantity of recycled  
43 materials that were utilized in the construction of the project for each of the items listed  
44 in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete  
45 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.  
46 utilization of on-site material and aggregates from concrete returned to the supplier).  
47 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials  
48 Reporting.  
49

50 **END OF SECTION**  
51

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

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

5 *Supplement this section with the following:*

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

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

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

21  
22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of  
23 the Contractor's plant, appliances, and methods, and for any damage or injury resulting  
24 from their failure, or improper maintenance, use, or operation. The Contractor shall be  
25 solely and completely responsible for the conditions of the project site, including safety  
26 for all persons and property in the performance of the work. This requirement shall  
27 apply continuously, and not be limited to normal working hours. The required or implied  
28 duty of the Engineer to conduct construction review of the Contractor's performance  
29 does not, and shall not, be intended to include review and adequacy of the Contractor's  
30 safety measures in, on, or near the project site.

31  
32 **1-07.2 State Taxes**  
33 **(January 6, 2015 TACOMA GSP)**

34 *Supplement this section with the following:*

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

39  
40 **1-07.9 Wages**

41  
42 **1-07.9(5) Required Documents**  
43 **(March 1, 2004 Tacoma GSP)**

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

45  
46 Weekly certified payrolls shall be submitted for the Contractor and all lower tier  
47 subcontractors or agents.

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

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

3  
4 Where fringe benefits are paid into approved plans, funds, or programs, the amount of  
5 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified  
6 Payroll Affirmation form.

## 7 8 **1-07.12 Federal Agency Inspection**

9  
10 *Section 1-07.12 is supplemented with the following:*

### 11 12 **Indian Preference And Tribal Ordinances**

13 **(\*\*\*\*\*)**

#### 14 **Indian Preference And Tribal Ordinances**

15 A portion of the project is located on the Puyallup Tribe Reservation. It is the  
16 Contractor's responsibility to contact the person and/or office listed in this special  
17 provision to determine whether any tribal laws or taxes apply. If the tribal laws and taxes  
18 do apply, the Contractor shall comply with them in accordance with Section 1-07.1. For  
19 informational purposes only, the Work on this project that falls within Tribal Lands is  
20 shown on the Puyallup Tribe of Indians (PTOI) Street Map in Appendix A. Refer to the  
21 legend in the bottom right corner of the map in Appendix A for the symbols of the  
22 roadway segments included in the project that are within the PTOI reservation.

23  
24 Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to  
25 encourage Indian employment. These tools may include, but are not limited to, TERO  
26 fees, Indian hiring preference, Indian-owned business subcontracting preference and/or  
27 an Indian training requirement. Other requirements may be a Tribal business license, a  
28 required compliance plan and/or employee registration requirements. Every tribe is  
29 different and each may be willing to work cooperatively with the Contractor to develop a  
30 strategy that works for both parties. For specific details, the Contractor should contact  
31 Puyallup Tribe of Indian's TERO Office by phone: (253) 573-7846; or email:  
32 TERO@PuyallupTribe-nsn.gov. Appendix C includes pertinent information, forms and  
33 sample forms with regards to TERO with the Puyallup Tribe of Indians.

34  
35 The state recognizes the sovereign authority of the tribe supports the tribe's efforts to  
36 enforce its rightful and legal ordinances and expects the Contractor to comply and  
37 cooperate with the tribe. The costs related to such compliance shall be borne solely by  
38 the Contractor, who is advised to contact the tribal representative listed above, prior to  
39 submitting a bid, to assess the impact of compliance on the project.

40  
41 Although Indian preference cannot be compelled or mandated by the Contracting  
42 Agency, there is no limitation whereby voluntary Contractor or Subcontractor initiated  
43 preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:

44  
45 Work on or near Indian reservations --- It shall not be a violation of the equal  
46 opportunity clause for a construction or non-construction Contractor to extend a  
47 publicly announced preference in employment to Indians living on or near an  
48 Indian reservation in connection with employment opportunities on or near an  
49 Indian reservation. The use of the word near would include all that area where a  
50 person seeking employment could reasonably be expected to commute to and  
51 from in the course of a work day. Contractors or Subcontractors extending such

a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a Contractor from complying with the other requirements as contained in the August 25, 1981 Department of Labor, Office of Federal Contract Compliance Programs, Government Contractors Affirmative Actions Requirements.

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

*This section is supplemented with the following:*

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

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

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

*This section is revised to read:*

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

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

## **Implementation Requirements**

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

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

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

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

## **SPCC Plan Element Requirements**

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

1. **Responsible Personnel**  
Identify the name(s), title(s), and contact information, including a 24/7 emergency contact number, for the personnel responsible for implementing and updating the plan, including all spill responders.
2. **Spill Reporting**  
List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill. The City of Tacoma contact will be the Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.
3. **Project and Site Information**  
Describe the following items:
  - A. The project Work.
  - B. The site location and boundaries.
  - C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
  - D. Nearby waterways and sensitive areas and their distances from the site.
4. **Potential Spill Sources**  
Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):
  - A. Name of material and its intended use.
  - B. Estimated maximum amount on-site at any one time.

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

- C. Drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
- D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.
- E. A spill occurring during Work with equipment used below the ordinary high water line.

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

9. Project Site Map

Provide a map showing the following items:

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

10. Spill Report Forms

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

**Payment**

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

“SPCC Plan,” lump sum.

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

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

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

- 1. All costs associated with creating the accepted SPCC Plan.
- 2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.
- 3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.

1 4. All costs associated with implementing the spill prevention measures identified in  
2 the accepted SPCC Plan.

3  
4 5. All costs associated with updating the SPCC Plan as required by this  
5 Specification.

6  
7 As to other costs associated with releases or spills, the Contractor may request payment  
8 as provided for in the Contract. No payment shall be made if the release or spill was  
9 caused by or resulted from the Contractor's operations, negligence, or omissions.

#### 10 11 **1-07.16 Protection and Restoration of Property**

##### 12 13 **1-07.16(1) Private/Public Property** 14 **(January 13, 2011 Tacoma GSP)**

15 *This section is supplemented with the following:*

16  
17 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not  
18 occur unless approved by the Engineer. All stockpile sites shall be restored to as good  
19 or better condition.

20  
21 The Contractor shall contact all property owners and tenants in the vicinity of this project,  
22 via newsletter/mailling, a minimum of one (1) week prior to start of construction. The  
23 Contractor shall submit a draft of the property owner notification prior to posting/mailling.

24  
25 The newsletter/mailling shall advise the owners and tenants of the construction schedule  
26 and indicate the Contractor's name, contact person, and telephone numbers.

##### 27 28 **1-07.18 Public Liability and Property Damage Insurance**

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

##### 30 31 **1-07.18 Insurance** 32 **(December 17, 2019 Tacoma GSP)**

33  
34 During the course and performance of the services herein specified, the Contractor will  
35 maintain the insurance coverage in the amounts and in the manner specified in the City  
36 of Tacoma Insurance Requirements as is applicable to the services and deliverables  
37 provided under this Contract. The City of Tacoma Insurance Requirements document is  
38 fully incorporated herein by reference.

39  
40 Failure by the Contracting Agency to identify a deficiency in the insurance  
41 documentation provided by the Contractor or failure of the Contracting Agency to  
42 demand verification of coverage or compliance by the Contractor with these insurance  
43 requirements shall not be construed as a waiver of the Contractor's obligation to  
44 maintain such insurance.

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

47  
48 The project specific Insurance Requirements for the Contractor are included in Part V of  
49 these specifications.



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

2  
3 **1-07.23(1) Construction Under Traffic**  
4 **(May 2, 2017 APWA GSP)**

5  
6 *Revise the third sentence of the second paragraph to read:*

7  
8 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if  
9 approved by the Contracting Agency activating pedestrian recall timing or other  
10 accommodation may be allowed during construction.

11  
12 **1-07.23(1) Construction under Traffic**  
13 **(March 1, 2004 Tacoma GSP)**

14 *This section is supplemented with the following:*

15  
16 The following special traffic requirements shall be adhered to during all phases of  
17 construction:

18  
19 All project streets shall remain fully open to vehicular and pedestrian traffic at all times.

20  
21 **EXCEPTION:**

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

29  
30 Most bike lanes will require temporarily restricting on-street parking before the  
31 bike lane lines can be painted. It shall be the responsibility of the contractor to  
32 place 'No Parking – (date)' notification signing 72 hours prior to work and shall  
33 limit the application to one side of the street at a time with the advance  
34 deployment of the "No Parking" signing for the other side starting after  
35 completing the first side.

36  
37 To minimize the disruption to access to adjacent properties, and to Pierce Transit  
38 operations, the lane closure area shall be limited to that area of active work and  
39 necessary for appropriate lane closure tapers. The Contractor shall stage work to  
40 maintain access to and egress from all properties at all times.

41  
42 A safe pedestrian access shall be provided at all times through the project area. All lane  
43 closures shall be coordinated with the adjacent businesses (if affecting business  
44 access), other contractors working within the project vicinity, local transit agencies and  
45 the City.

46  
47 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the  
48 construction work, parking may be restricted either entirely or during the time when it  
49 creates a hazard. Temporary signs for restricting parking shall be approved by the City  
50 and placed by the Contractor at least 72 hours prior to the work beginning. The

1 Contractor shall be responsible for and shall maintain all such signs for the duration of  
2 their need.

3  
4 The Contractor shall notify all property owners and tenants of detours, street and alley  
5 closures, or other restrictions that may interfere with their access. Notification shall be at  
6 least five (5) working days in advance for all properties.

7  
8 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all  
9 times. In addition, the Contractor shall coordinate Contractor activities with all disposal  
10 firms and transit bus service that may be operating in the project area.

11  
12 If additional street closures or lane restrictions, not provided for in the Specifications, are  
13 allowed subsequent to award of the contract, an equitable adjustment of the Contract  
14 amount shall be negotiated.

15  
16 It is the intent of the Contract to effectively prevent the deposition of debris on streets in  
17 areas of public traffic or where such debris may be transported into a drainage system.  
18 When construction operations are such that debris from the work is deposited on the  
19 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or  
20 debris which may accumulate on the roadway surface. Should daily removal be  
21 insufficient to keep the streets clean, the Contractor shall perform removal operations on  
22 a more frequent basis. If the Engineer determines that a more frequent cleaning is  
23 impractical or if the Contractor fails to keep the streets free from deposits and debris  
24 resulting from the work, the Contractor shall, upon order of the Engineer, provide  
25 facilities for and remove all deposits from the tires or between wheels before trucks or  
26 other equipment will be allowed to travel over paved streets. Should the Contractor fail  
27 or refuse to clean the streets in question, or the trucks or equipment in question, the  
28 Engineer may order the work suspended at the Contractor's risk until compliance with  
29 Contractor's obligations is assured, or the Engineer may order the streets in question  
30 cleaned by others and such costs incurred by the City in achieving compliance with  
31 these contract requirements, including cleaning of the streets, shall be deducted from  
32 moneys due or to become due the Contractor on monthly estimate. The Contractor shall  
33 have no claim for delay or additional costs should the Engineer choose to suspend the  
34 Contractor's work until compliance is achieved.

35  
36 **1-07.23(2) Construction and Maintenance of Detours**  
37 **(April 1, 2018 Tacoma GSP)**

38 *This section is supplemented with the following:*

39  
40 Detour signing during any allowed road closures shall be in accordance with Detour  
41 Plans, when included in the Contract Documents. When plans are not included in the  
42 Contract Documents, the Contractor shall submit plans for detours in accordance with  
43 the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the  
44 Contractor believes an alternate plan will safely and adequately maintain vehicular and  
45 pedestrian traffic, the Contractor may submit alternate plans to those for traffic control  
46 and detours required by MUTCD or contract documents. Such alternate plans must  
47 comply with the MUTCD and shall be in writing and submitted to the Engineer at least  
48 fifteen (15) days in advance of their intended use. In general, detouring of arterial traffic  
49 must be accomplished on streets designated as City Arterials. Detouring of arterial  
50 traffic on non-arterial streets will not be allowed. The acceptance of any alternate plan  
51 shall be entirely at the discretion of the Engineer and the Contractor shall have no claim

1 by reason of a plan being rejected or modified, nor shall there be any additional payment  
2 by reason of using a substitute plan.

3  
4 The Contractor shall notify the Engineer three (3) working days in advance of  
5 implementation of any street closures/detours allowed under the Contract. Advance  
6 notice signing shall be placed a minimum of three (3) working days prior to  
7 implementation of any street closure/detour.

8  
9 The Contractor shall notify Pierce Transit a minimum of 10 working days prior to any  
10 street closure. The Contractor shall notify all other entities listed below a minimum of five  
11 (5) working days prior to any street closure:

12		
13	Tacoma Fire Dept.	(253-591-5775)
14	Tacoma Police Dept.	(253-591-5932)
15	LESA Communications Center	(253-798-4721 - Opt.#2)
16	Tacoma Public Schools Transportation Office	(253-571-1853)
17	Pierce Transit	(253-377-5027)
18	Tacoma Environmental Services Solid Waste	(253-591-5544)
19	Tacoma Public Works Engineering Division	(253-591-5500)
20	Tacoma Public Works Streets and Grounds	(253-591-5495)

21  
22 **1-07.24 Rights of Way**  
23 **(July 23, 2015 APWA GSP)**

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

26  
27 Street Right of Way lines, limits of easements, and limits of construction permits are  
28 indicated in the Plans. The Contractor's construction activities shall be confined within  
29 these limits unless arrangements for use of private property are made.

30  
31 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
32 way and easements, both permanent and temporary, necessary for carrying out the  
33 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
34 Contractor's attention by a duly issued Addendum.

35  
36 Whenever any of the work is accomplished on or through property other than public  
37 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any  
38 easement agreement obtained by the Contracting Agency from the owner of the private  
39 property. Copies of the easement agreements may be included in the Contract  
40 Provisions or made available to the Contractor as soon as practical after they have been  
41 obtained by the Engineer.

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

1 Each property owner shall be given 48 hours' notice prior to entry by the Contractor.  
2 This includes entry onto easements and private property where private improvements  
3 must be adjusted.

4  
5 The Contractor shall be responsible for providing, without expense or liability to the  
6 Contracting Agency, any additional land and access thereto that the Contractor may  
7 desire for temporary construction facilities, storage of materials, or other Contractor  
8 needs. However, before using any private property, whether adjoining the work or not,  
9 the Contractor shall file with the Engineer a written permission of the private property  
10 owner, and, upon vacating the premises, a written release from the property owner of  
11 each property disturbed or otherwise interfered with by reasons of construction pursued  
12 under this contract. The statement shall be signed by the private property owner, or  
13 proper authority acting for the owner of the private property affected, stating that  
14 permission has been granted to use the property and all necessary permits have been  
15 obtained or, in the case of a release, that the restoration of the property has been  
16 satisfactorily accomplished. The statement shall include the parcel number, address,  
17 and date of signature. Written releases must be filed with the Engineer before the  
18 Completion Date will be established.

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

1 **1-08 PROSECUTION AND PROGRESS**

2  
3 *Add the following new section:*

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

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

9  
10 Prior to the Contractor beginning the work, a preconstruction conference will be held  
11 between the Contractor, the Engineer and such other interested parties as may be  
12 invited. The purpose of the preconstruction conference will be:

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

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

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

26  
27 *Add the following new section:*

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

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

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

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

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

16  
17 *Add the following new section:*

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

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

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

31  
32 **1-08.1(5) Restrictions on Subcontracting**  
33 **(August 8, 2023 Tacoma GSP)**

34  
35 *This section is deleted.*

36  
37 **1-08.1(7)A Payment Reporting**  
38 **(August 8, 2023 Tacoma GSP)**

39  
40 *This section is deleted.*

41  
42 *Replace 1-08.1(8) in its entirety with the following:*

43 **1-08.1(8) Subcontracting – Equity in Contracting**  
44 **(August 8, 2023 Tacoma GSP)**

45  
46 The Contractor shall follow the Equity in Contracting Program included in Part III, which  
47 shall be considered part of the Contract.

48  
49 **1-08.3(2)A Type A Progress Schedule**  
50 **(December 30, 2022 APWA GSP)**  
51

1 *Revise this section to read:*

2  
3 The Contractor shall submit 6 copies of a Type A Progress Schedule no later than at the  
4 preconstruction conference, or some other mutually agreed upon submittal time. The  
5 schedule may be a critical path method (CPM) schedule, bar chart, or other standard  
6 schedule format. Regardless of which format used, the schedule shall identify the critical  
7 path. The Engineer will evaluate the Type A Progress Schedule and approve or return  
8 the schedule for corrections within 15 calendar days of receiving the submittal.

9  
10 **1-08.4 Prosecution of Work**

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

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

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

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

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

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

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

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

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

*Revise the sixth paragraph to read:*

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

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

*This section is supplemented with the following:*

**(\*\*\*\*\*)**

**If preference 1 is awarded:**

This project shall be physically completed within **55** working days.

**If preference 2 is awarded:**

This project shall be physically completed within **40** 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**

$$LD = 0.15C/T$$



1 Where:

2 LD = liquidated damages per working day (rounded to the nearest dollar)

3 C = original Contract amount

4 T = original time for Physical Completion

5

6 When the Contract Work has progressed to Substantial Completion as defined in the

7 Contract, the Engineer may determine the Contract Work is Substantially Complete.

8 The Engineer will notify the Contractor in writing of the Substantial Completion Date. For

9 overruns in Contract time occurring after the date so established, the formula for

10 liquidated damages shown above will not apply. For overruns in Contract time occurring

11 after the Substantial Completion Date, liquidated damages shall be assessed on the

12 basis of direct engineering and related costs assignable to the project until the actual

13 Physical Completion Date of all the Contract Work. The Contractor shall complete the

14 remaining Work as promptly as possible. Upon request by the Project Engineer, the

15 Contractor shall furnish a written schedule for completing the physical Work on the

16 Contract.

17

18

**END OF SECTION**

1 **1-09 MEASUREMENT AND PAYMENT**

2  
3 **1-09.6 Force Account**  
4 **(December 30, 2022 APWA GSP)**

5  
6 *Supplement this section with the following:*

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

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

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

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

26  
27 **1-09.9 Payments**  
28 **(December 30, 2022 APWA GSP)**

29  
30 *Section 1-09.9 is revised to read:*

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

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

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

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

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

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

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

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

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

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

25  
26 Failure to perform obligations under the Contract by the Contractor may be decreed  
27 by the Contracting Agency to be adequate reason for withholding any payments until  
28 compliance is achieved.

29  
30 Upon completion of all Work and after final inspection (Section 1-05.11), the amount  
31 due the Contractor under the Contract will be paid based upon the final estimate  
32 made by the Engineer and presentation of a Final Contract Voucher Certification to  
33 be signed by the Contractor. The Contractor's signature on such voucher shall be  
34 deemed a release of all claims of the Contractor unless a Certified Claim is filed in  
35 accordance with the requirements of Section 1-09.11 and is expressly excepted from  
36 the Contractor's certification on the Final Contract Voucher Certification. The date  
37 the Contracting Agency signs the Final Contract Voucher Certification constitutes the  
38 final acceptance date (Section 1-05.12).

39  
40 If the Contractor fails, refuses, or is unable to sign and return the Final Contract  
41 Voucher Certification or any other documentation required for completion and final  
42 acceptance of the Contract, the Contracting Agency reserves the right to establish a  
43 Completion Date (for the purpose of meeting the requirements of RCW 60.28) and  
44 unilaterally accept the Contract. Unilateral final acceptance will occur only after the  
45 Contractor has been provided the opportunity, by written request from the Engineer,  
46 to voluntarily submit such documents. If voluntary compliance is not achieved, formal  
47 notification of the impending establishment of a Completion Date and unilateral final  
48 acceptance will be provided by email with delivery confirmation from the Contracting  
49 Agency to the Contractor, which will provide 30 calendar days for the Contractor to  
50 submit the necessary documents. The 30 calendar day period will begin on the date

1 the email with delivery confirmation is received by the Contractor. The date the  
2 Contracting Agency unilaterally signs the Final Contract Voucher Certification shall  
3 constitute the Completion Date and the final acceptance date (Section 1-05.12). The  
4 reservation by the Contracting Agency to unilaterally accept the Contract will apply to  
5 Contracts that are Physically Completed in accordance with Section 1-08.5, or for  
6 Contracts that are terminated in accordance with Section 1-08.10. Unilateral final  
7 acceptance of the Contract by the Contracting Agency does not in any way relieve  
8 the Contractor of their responsibility to comply with all Federal, State, tribal, or local  
9 laws, ordinances, and regulations that affect the Work under the Contract.

10  
11 Payment to the Contractor of partial estimates, final estimates, and retained  
12 percentages shall be subject to controlling laws.

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

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

16  
17 Breakdowns of all lump sum items shall be provided for all lump sum items and shall  
18 include all costs for labor, equipment, materials, and taxes (as applicable) associated  
19 with the lump sum item. Washington State Department of Revenue Rules 170 and 171  
20 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the  
21 Standard Specifications.

22  
23 Stockpiled Material - The point of acceptance of stockpiled material for payment and  
24 quality shall be at the time of incorporation into the contract.

25  
26 **1-09.9(1) Retainage**

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

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

- 29  
30 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.  
31 7. A release has been obtained from the City of Tacoma's City Clerk's Office.

32  
33 **1-09.13(3)A Arbitration General**

34 **(January 19, 2022 APWA GSP)**

35  
36 *Revise the third paragraph to read:*

37  
38 The Contracting Agency and the Contractor mutually agree to be bound by the  
39 decision of the arbitrator, and judgment upon the award rendered by the arbitrator  
40 may be entered in the Superior Court of the county in which the Contracting  
41 Agency's headquarters is located, provided that where claims subject to arbitration  
42 are asserted against a county, RCW 36.01.050 shall control venue and jurisdiction of  
43 the Superior Court. The decision of the arbitrator and the specific basis for the  
44 decision shall be in writing. The arbitrator shall use the Contract as a basis for  
45 decisions.

46  
47 **END OF SECTION**

1 **1-10 TEMPORARY TRAFFIC CONTROL**

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

4 **(July 22, 2019 Tacoma GSP)**

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

6  
7 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times  
8 except when Work requires closure(s) that have been requested and approved in  
9 accordance with section 1-10.2(2).

10  
11 *The third sentence of the fourth paragraph is revised to read:*

12  
13 Approved lane and ramp closures shall be for the minimum time required to complete  
14 the Work.

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

17  
18 Only uniformed off-duty police officers shall be used to control traffic when it is  
19 necessary to override or provide traffic control at signalized intersections. Off-duty City  
20 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma  
21 Police Department and the Contractor shall grant the Tacoma Police Department the  
22 "first right of refusal" by contacting the Tacoma Police Department first as stated below.

23  
24 The Contracting Agency will make all necessary temporary adjustments to existing traffic  
25 signals and traffic signal activators.

26  
27 Existing signs shall not be removed until the Contractor has provided for temporary  
28 measures sufficient to safeguard and direct traffic after existing signs have been  
29 removed. Preservation of temporary traffic control and street name signs shall be the  
30 sole responsibility of the Contractor.

31  
32 As the work progresses and permits, temporarily relocated and/or removed traffic signs  
33 shall be reset in their permanent location. Permanent signs and other traffic control  
34 devices damaged or lost by the Contractor shall be replaced or repaired at the  
35 Contractor's expense.

36  
37 If requested by the Contractor at least ten (10) working days in advance and the request  
38 is approved by the Engineer, temporary adjustments to existing traffic signals and traffic  
39 signal activators will be made by the City.

40  
41 **1-10.2 Traffic Control Management**

42 **1-10.2(1) General**

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  
47 the 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 Avenue

Kingston, WA 98346  
(360) 297-3035  
<https://www.nwlett.edu>

Evergreen Safety Council  
12545 135th Avenue NE  
Kirkland, WA 98034-8709  
(800) 521-0778  
<https://www.esc.org>

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

Integrity Safety  
13912 NE 20th Avenue  
Vancouver, WA 98686  
(360) 574-6071  
<https://www.integritysafety.com>

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

K&D Services Inc.  
2719 Rockefeller Avenue  
Everett, WA 98201  
(800) 343-4049  
<https://www.kndservices.net>

### **1-10.3 Traffic Control Labor, Procedures, and Devices**

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

*The first paragraph is revised to read:*

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

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

2 *This heading is revised to read:*

4 **1-10.3(1)A Flaggers and Spotters**

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

7 *This section is supplemented with the following:*

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

23 **1-10.3(1)B Other Traffic Control Labor**

24 (\*\*\*\*\*)

26 *The first sentence is revised to read:*

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

33 **1-10.3(2) Traffic Control Procedures**

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

36 **1-10.3(2)F Uniformed City of Tacoma Police Officer for Traffic Signal Override**

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

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

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

46 Tacoma Police Department officers shall be the first choice for traffic control that  
47 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The  
48 Contractor shall first contact Tacoma Police Department, Special Events Sergeant  
49 (contact information below), to schedule police officers for the specified traffic control  
50 duty.

1 Tacoma Police Department  
2 Special Events Sergeant  
3 (253) 591-5932  
4 [TacomaPoliceEvents@ci.tacoma.wa.us](mailto:TacomaPoliceEvents@ci.tacoma.wa.us)

5  
6 All costs associated with the use of uniformed off-duty police officers shall be included in  
7 the lump sum price for, "Project Temporary Traffic Control".

8  
9 The Contractor shall request officers at least 48 hours in advance for scheduling, unless  
10 an exception is approved by the Engineer.

11  
12 The Contractor shall immediately notify the Engineer in writing if Tacoma PD cannot supply  
13 officers for the requested date(s). The Contractor shall include the written response from  
14 Tacoma PD and state the preference to either postpone the affected Work or request  
15 officers from other State of Washington jurisdictions. Using officers from other jurisdictions  
16 must be approved by the Engineer.

17  
18 The Contractor will not be compensated for any off-duty officers from other jurisdictions  
19 performing traffic control without prior approval from the Engineer, and the Contracting  
20 Agency may stop work in accordance with Section 1-08.6, "Suspension of Work".

21  
22 **1-10.3(3)A Construction Signs**  
23 **(January 11, 2006 Tacoma GSP)**  
24 *The last paragraph is revised to read:*

25  
26 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the  
27 Engineer deems to be unacceptable while their use is required on the project shall be  
28 replaced by the Contractor at their expense.

29  
30  
31 **END OF SECTION**  
32  
33  
34



## **8-09 RAISED PAVEMENT MARKERS**

(\*\*\*\*\*)

### **8-09.1 Description**

*This section is supplemented with the following:*

In addition, the work includes furnishing and installing a Low-Profile Plastic Curbing System with delineator posts where indicated in the Specifications/Plans.

### **8-09.2 Materials**

*This section is supplemented with the following:*

#### **Low-Profile Plastic Curbing with Delineators:**

The Low-Profile Plastic Curbing system with Delineators shall consist of modular curbing units made of a durable plastic or polymer material, with a maximum height of 3 inches. The curbing system shall meet MUTCD requirements as well as requirements from NCHRP Report 350 and 2009 MASH for safety and durability related to traffic impacts.

The Low-Profile Plastic Curbing with Delineators shall have a UV-resistant yellow or white color as called for in the Specifications/Plans. The curbing unit shall include yellow or white (matching curbing color) integrated raised pavement markers for the reflector component.

The Low-Profile Plastic Curbing with Delineators shall have integrated and replaceable vertical delineator posts at a consistent frequency along the length of the curbing. The vertical delineator posts shall be made of flexible high density polyurethane or polyethylene, and shall be 2 inches in diameter, with color matching that of the curbing, and at a readily-available height that is as close to 34 inches (as measured from the installed height relative to the pavement) without exceeding that height. The posts shall be self-righting after traffic impacts and resist being deflected by storm wind. The posts shall include at least 2 separate bands, min. 1 inch in width, of white or yellow retro-reflective material matching the color of the curbing and posts. The posts associated with each end of the curbing extents shall have its associated vertical delineator be affixed with, or replaced with an integrated version of, an object marker sign/panel matching the type (OM3-L or OM3-C) as called for in the Specifications/Plans.

### **8-09.3 Construction Requirements**

*This section is supplemented with the following:*

The Low-Profile Plastic Curbing with Delineators shall be secured to the roadway, provide consistent delineation and access control, and have a modular design to allow for repair, removal and replacement.

In addition, the contractor shall follow manufacturer's installation instructions and requirements. The contractor shall provide a copy of the installation instructions to the Engineer at the pre-construction meeting.

1 **8-09.3(6) Recessed Pavement Marker**

2 *This section is deleted.*

4 **8-09.4 Measurement**

5 *This section is supplemented with the following:*

7 The Low-Profile Plastic Curbing with Delineators shall be measured per linear foot  
8 along the pavement and length of curb units installed. The measurement shall  
9 include all spaces between curb units resulting from the practicable installation of the  
10 curb units.

12 **8-09.5 Payment**

13 *This section is supplemented with the following:*

15 "Low-Profile Plastic Curbing with Delineators", per linear foot

17 The contract unit price per linear foot for "Low-Profile Plastic Curbing with  
18 Delineators" shall be full pay for all equipment, tools, labor and materials to furnish  
19 and install the Low-Profile Plastic Curbing including integrated vertical delineator  
20 posts and raised pavement markers according to the plans and Section 8-09, and  
21 including pavement surface preparation according to Section 8-09 and the  
22 manufacturer's installation instructions.

24 **END OF SECTION**

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

3  
4 **8-22.2 Materials**  
5 **(\*\*\*\*\*)**

6 *This section is supplemented with the following:*

7  
8 Painted striping shall be installed using Low VOC Waterborne Paint meeting the  
9 requirements of Section 9-34.2.

10  
11 Plastic striping/pavement markings shall be installed using Type A Liquid Hot Applied  
12 Thermoplastic and/or Type B Pre-Formed Fused Thermoplastic meeting the requirement  
13 of Section 9-34.3 with the particular material selected based on the striping/markings  
14 element being installed and the applicability of the condition of the roadway surface to  
15 achieve successful and sustained installation.

16  
17 **8-22.3 Construction Requirements**

18  
19 **8-22.3(1) Preliminary Spotting**  
20 **(\*\*\*\*\*)**

21 *The first sentence is revised to read:*

22  
23 The Engineer will provide necessary begin/end control points for work sections where  
24 begin/end points cannot be readily discerned per existing permanent markings (or  
25 control points) and/or newly installed permanent markings adjacent to the project work  
26 area.

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

29  
30 The Contractor shall be responsible for preliminary spotting of the lines to be marked  
31 and verification that minimum acceptable lane widths will result from the application.

32  
33 *The third sentence is revised to read:*

34  
35 Approval by the Engineer is required before marking begins unless other mutually  
36 agreed upon inspection and approval process is proposed and approved.

37  
38 *The last sentence is revised to read:*

39  
40 The color of the material used for spotting/layout does not necessarily need to match the  
41 color of the permanent marking so long as the color/method used by the Contractor  
42 allows the Engineer to discern which marks pertain to which permanent marking  
43 element.

44  
45 **8-22.3(3)B Line Patterns**  
46 **(\*\*\*\*\*)**

47 *This section is supplemented with the following:*

48  
49 In addition to the descriptions below the contractor shall refer to the City of Tacoma's  
50 standard plans for channelization located at the following website:

51 <https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=115696#C>

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

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

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

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

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

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

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

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

**Hatch Line** – A yellow or white (depending on use/application) 24-inch stripe oriented at 45-degrees (and usually in a series with specified on-center spacing) and angled in the direction of traffic flow from closest to the centerline of the roadway to the left-hand side of the abutting travel way) used within roadway spaces (e.g., flush medians) to delineate areas not to be traversed or parked within.

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

#### **8-22.3(3)E Installation** **(\*\*\*\*\*)**

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

One application of paint will be required to complete all paint markings installed over existing paint markings and two applications of paint will be required to complete all paint markings installed on selected roadways noted in the Appendix A (Table 2) that includes locations included in the Base Bid as well as areas that would be part of any additive(s)

1 that may be awarded. Vehicle and pedestrian tracking of newly applied striping shall be  
2 removed per section 8-22.3(6), and the affected portion of marking reinstalled by the end  
3 of the next working day or within reasonable timeframe as agreed upon by City.

#### 4 5 **8-22.3(4) Tolerances for Lines**

6 *The allowable tolerance for "Length of Line" is revised to read:*

7  
8 **Length of Line:** The longitudinal accumulative error within a 32-foot length of broken  
9 lane stripe shall not exceed plus or minus 1 inch. The broken line segment shall not be  
10 less than 12 feet.

#### 11 12 **8-22.3(6) Removal of Pavement Markings**

13 *This section is supplemented with the following:*

14  
15 Vacuum shrouded equipment, or other equally effective means, shall be used to contain  
16 and collect all pavement marking debris and excess water. Collected water and debris  
17 shall be disposed of off the project site in accordance with Department of Ecology or  
18 other federal, state or local regulations. The removal of raised pavement markers shall  
19 be incidental to the removal of the associated striping/markings.

#### 20 21 **8-22.4 Measurement**

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

23  
24 The measurement for "Paint Line, One Application of Paint" shall be the same as the  
25 measurement for "Paint Line" as referenced in Section 8.22.4.

26  
27 The measurement for "Paint Line, Two Applications of Paint" shall be the same as the  
28 measurement for "Paint Line" as referenced in Section 8.22.4.

29  
30 The measurement for "Painted Wide Line, One Application of Paint" shall be the same  
31 as the measurement for "Painted Wide Lane Line" as referenced in Section 8.22.4.

32  
33 The measurement for "Painted Wide Line, Two Applications of Paint" shall be the same  
34 as the measurement for "Painted Wide Lane Line" as referenced in Section 8.22.4.

35  
36 The measurement for "Plastic 16-inch Stop Line" shall be the same as the measurement  
37 for "Plastic Stop Line" as referenced in Section 8.22.4.

38  
39 The measurement for "Painted 24-inch Hatch Line, One Application of Paint" shall be the  
40 same as the measurement for "Painted Crosshatch Marking" as referenced in Section  
41 8.22.4.

42  
43 The measurement for "Plastic 24-inch Hatch Line" shall be the same as the  
44 measurement for "Plastic Crosshatch Marking" as referenced in Section 8.22.4.

45  
46 The measurement for "Plastic Bicycle Lane Symbol with Arrow" shall be the same as the  
47 measurement for "Plastic Bicycle Lane Symbol" as referenced in Section 8.22.4.

1 **8-22.5 Payment**

2 *This section is supplemented with the following:*

3  
4 "Paint Line, One Application of Paint", per linear foot.

5 "Paint Line, Two Applications of Paint", per linear foot.

6 "Painted Wide Line, One Application of Paint", per linear foot.

7 "Painted Wide Line, Two Applications of Paint", per linear foot.

8 "Plastic 16-inch Stop Line", per linear foot.

9 "Painted 24-inch Hatch Line, One Application of Paint", per linear foot.

10 "Plastic 24-inch Hatch Line", per linear foot.

11 "Plastic Bicycle Lane Symbol with Arrow", per each.

12  
13  
14 **END OF SECTION**

15  
16  
17  
18 **END OF SPECIAL PROVISIONS**

## **APPENDIX A**

### **CHANNELIZATION LOCATION TABLES AND FIGURES**

*(In lieu of a map, Table 1 is organized (generally) by priority and geographic location starting with Roadways in Northeast Tacoma, then East-West roadways progressing South to North throughout the City, and then North-South roadways progressing East to West)*

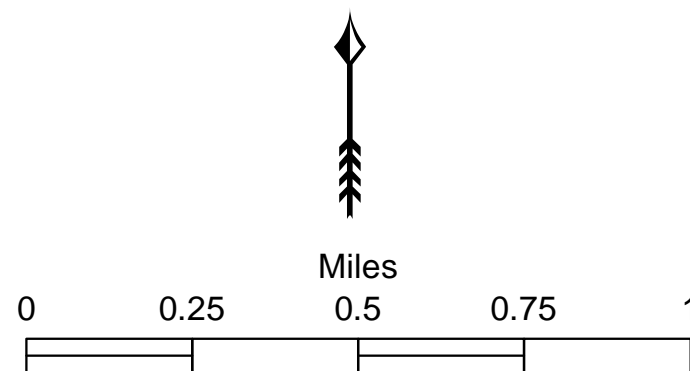


# Puyallup Tribe of Indians Street Map



Note: The boundary of the Puyallup Indian Reservation is similar, but not identical, to the 1873 Survey.

Map Author: Paul Arnold  
Last Update: 18 January 2017  
NAD 1983 HARN StatePlane Washington South FIPS 4602 Feet  
\\Ptoadmsrv10\gis\GIS2\Departments\GIS\Projects\GIS\Standard\Projects\StreetMap\StreetMap.mxd



1873 Survey

Tribal Facilities

Roads (Pierce County roads)

Road Class

- Interstates
- Ramps
- Limited Access Highways
- Other State Highways
- Significant Roads
- Other Major Roads
- Local Roads and City Streets

SR167 (Proposed)

Canyon Road (Proposed)

Roads (King County st\_address)

Road Class

- Freeways
- Principle Arterials
- Minor Arterials
- Collector Roads
- Local Roads

County Boundaries (WadNR counties)

Cities (Pierce County Cities)

- City of Fife
- City of Milton
- City of Tacoma
- City of Puyallup
- City of Edgewood

Roadway Segments included in the 2024 City of Tacoma Striping Contract that are within PTOI areas:  
Base Bid (Table 1 + Table 2a/Table 2 Ext.)  
Additive 1 (Table 2b)

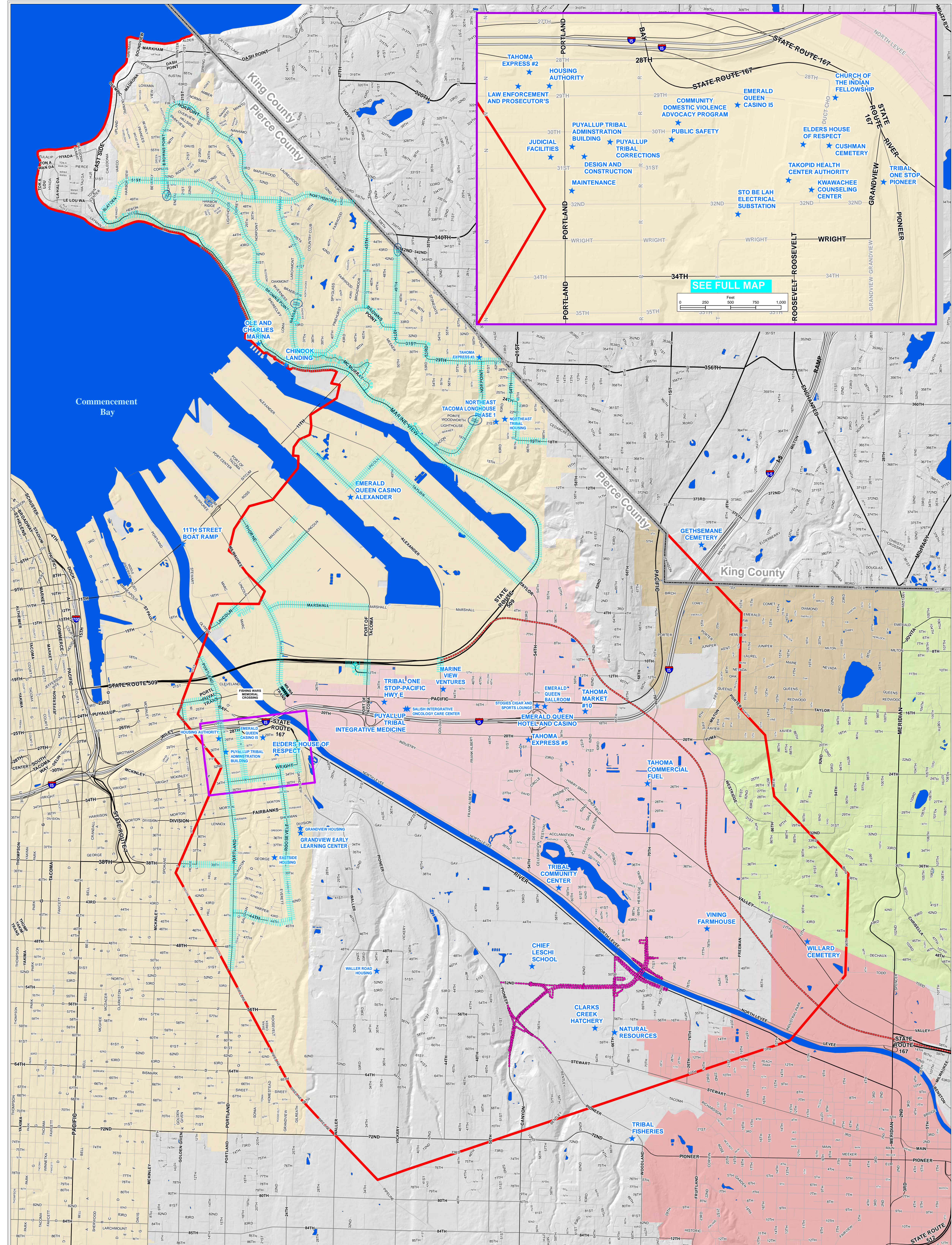




TABLE 1

Table 1: Streets for Maintenance Striping			YELLOW (Lin. Ft)				WHITE (Lin. Ft)											
Single Application Totals			4,388	361,873	128,533	115,786	27,034	128,698	118,673									
Direction	New Order	STREET	SEGMENT	Single Solid	Plastic Single solid	Double Solid	Plastic Double solid	TWLT/L	Plastic TWLT/L	4" Lane	Plastic 4" Skip	8" Gore	Plastic 8" Gore	6" Bike Lane	Plastic 6" Bike Lane	4" Edge	Plastic 4" Edge	COMMENTS/INSTRUCTIONS
NE	457	64th/24th/65th/19th NE	N City Limit - E City Limit			4,020												
NE	455	49th Ave NE	49th Ave NE - 29th St NE	200		181		7,204				82		8,283		4,555		
NE	454	Norpoint Way NE	Browns Point (W) - Browns Point ( E)			5,862		2,922				217				11,330		
NE	453	31st/53rd/29th NE	49th Ave NE - E City Limit			4,434		1,506		1,271		750				4,857		Includes 83 LF of dotted edge at 53rd Ave and 31st St NE curve (NB to WB)
NE	452	49th Ave NE	N City Limit - 31st St NE			1,000		5,314								514		
NE	451	45th Ave NE	Northshore - Browns Point			3,271						56				6,790		
NE	450	Nassau Ave NE	Northshore - Browns Point			4,316	166						80					
NE	448	Browns Point Blvd NE	33rd St N E - McMurray			1,811										180		
NE	447	Browns Point Blvd NE	45th St N E - McMurray			6,072												
NE	446	Browns Point Blvd NE	Northshore - 45th St N E			3,508	1,051					185	100				775	Reflects changes rel to 21-22 contract and Elem School improvements
NE	445	Browns Point Blvd NE	Norpoint - Northshore			2,484		698				52				1,065		
NE	442	Marine View Drive NE	Norpoint - 820 ft e/o Taylor Way			4,834		3,812			18,662		437					Lane Lines/Skips Not Shown/Included as they are profiled plastic (installed by WSDOT several years ago)
NE	439	Slayden Rd NE	Marine View Dr - 51st St N E			1,917										3,800		
NE	438	51st St NE	Slayden - Browns Point			1,198		1,786				68						
WE	431	Marshall Ave	Milwaukee - Port of Tac Rd			4,135										3,476		
WE	422	S/E 84th St	Pacific - McKinley			2,651				5,111		240						Gore includes solid and dashed WB appr to Pacific Ave
WE	421	S 84th St	Yakima - Pacific			2,161	232			233		291	113					
WE	420	S 84th St	Hosmer - Yakima			4,144	364	1,588		9,204	280	384	193					
WE	419	S 78th St	Trafton - Tacoma Mall Blvd			185						65						
WE	411	S 66th St	Clement - Oakes			732												
WE	410	S 66th St	So Tacoma Way - Clement			1,271	307						50					
WE	409	S 66th St	Tyler - So Tacoma Way	95		1,776	41			157	143		189			15		
WE	408	S 66th St	Orchard - Tyler	170		2,148												
WE	407	E 64th St	Portland - E City Limit			2,782	548						80					
WE	406	E 64th St	McKinley - Portland			2,120	837						160					
WE	405	S/E 64th St	Pacific - McKinley			2,513	364						68					
WE	404	S 64th St	M' St - Pacific			1,681	200					100						
WE	398	E 48th St	Portland - R' St			187	185							374		370		
WE	397	E 48th St	McKinley - Portland Ave			2,537	320					80	80	4,994		480		
WE	396	S 48th St	Yakima - Bell			493	1,245	218	472				315					
WE	395	S 48th St	Alaska - Yakima			794	967	1,892	626		67		368					
WE	394	S 48th St	Pine/Oakes - Alaska			1,209	466	2,164		1,681	942	353	227					
WE	392	E 44th St	Portland - Roosevelt			1,785	164											
WE	391	E 43rd St	Pacific - McKinley			2,638	120											
WE	390	E 43rd St	M' St - Pacific			3,196	120											
WE	386	S 38th St	J' St - Tacoma Ave			689	841	1,320	626	3,248	1,522	54	187					
WE	381	S 37th St	So Tacoma Way (n/o Union I/C) - Warner			330				115		290						
WE	378	S 35/36th St	First alley (e/o Tyler) - Union				250		1,728						959			All Plastic, new in 2022
WE	377	S 35/36th St	Tyler - first alley east										202					All plastic
WE	376	E Division Ln	McKinley - E 'K' St			804												
WE	375	S/E 34th St	Portland - Roosevelt			2,041												
WE	374	S/E 34th St	McKinley - E 'L' St			1,097												
WE	373	S/E 34th St	Pacific - McKinley Ave			2,653	300					44						Yellow hatching at midblock crossing is plastic
WE	372	S/E 34th St	'G' St - Pacific			1,224	125											
WE	371	E Wright Ave	Roosevelt - Grandview			705												
WE	368	S 28th St	Yakima - M' St			1323	186						80					
WE	362	S 27th St	Yakima - Jefferson Ave			740												
WE	361	Wiley Ave	E D St/McKinley Way			470		5,666										
WE	360	E 26th St	Portland - Bay St			300						88						
WE	359	E 26th St	E 'D' St - E 25th/G St			766		316										
WE	358	E 26th St	'A' St - E 'D' St			145		1,560		764		278						
WE	357	E 26th St	Pacific Ave - 'A' St				395				540		90					
WE	356	E 25th St	E 'D' St - E 'G' St - McKinley			620												
WE	355	E 25th St	Pacific - E 'D' St	1710		453						265						
WE	354	S 25th St	Jefferson - Pacific Ave			584				345		524				255		
WE	353	S 25th St	Tacoma - Jefferson		193	88			291			179	80		288	48	288	
WE	352	S 25th St	M L King - Tacoma			190	966	1,081					429					
WE	351	S 25th St	Wilkeson - M L King			1,781	429					39	80					
WE	350	S 25th St	State - Wilkeson			1,324						79						
WE	345	S 23rd St	Union - Cedar			360		2,170				690						
WE	344	S 23rd St	Washington - Union			460						43						
WE	340	S 19th St	M L King - Tacoma				976		844		2,796		560					
WE	330	S 17th St	Market - Pacific			73	180	222	208			75	180					
WE	329	S 15th St	Pacific - Dock			660												
WE	328	S 15th St	Market - Pacific			580				927		108						
WE	327	S 15th St	Tacoma - Market			657				1,095		42						
WE	323	S 13th St	Pacific - 'A' St			148	107			420		116						
WE	322	S 13th St	Market - Pacific					684		491		300						
WE	321	S 13th St	Tacoma - Market					1,148		566								
WE	320	S 13th St	Yakima - Tacoma			402		114		286		438						
WE	319	S 12th St	Pacific - 'A' St			116	125			390		135						
WE	318	Earnest S Brazil (S 12th St)	M L King - Yakima			838						80						
WE	317	Earnest S Brazil (S 12th St)	Sprague - M L King			2,067	343					80	80					
WE	316	S 12th St	Cedar - Sprague			1588	1088			1296	866		491		4498	364		
WE	315	S 12th St	Union - Cedar			1363	332			1217	278	60	60		2990			
WE	314	S 12th St	Proctor - Union			926	287			1,989	222		249					
WE	313	S 12th St	Stevens - Proctor			1,567	217			2,455	434	140	137					
WE	312	S 12th St	Orchard - Stevens			1,977	276			3,627	394	96	52					
WE	311	S 12th St	Pearl - Orchard			413		3,960		4,859		278						
WE	310	S 12th St	Mildred - Pearl			319	156	3,740		4,557	292	151	85					
WE	309	S 12th St	Jackson - Mildred			1,428	235	1,170		2,215	470	70	110					
WE	308	S 12th St	Fairview - Jackson			300												
WE	307	E 15th St	St Paul - E 'D' St			2,051												
WE	304	E 11th St	e/o Bridge - Marine View Dr			1,080		1,086				889						
WE	303	E 11th St	Hylebos Bridge (concrete deck/appr's)															

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TABLE 1

Section Line Order	STREET	SEGMENT	Single Solid	Plastic Single solid	Double Solid	Plastic Double solid	TW/LTL	Plastic TW/LTL	4" Lane	Plastic 4" Skip	8" Gore	Plastic 8" Gore	6" Bike Lane	Plastic 6" Bike Lane	4" Edge	Plastic 4" Edge	COMMENTS/INSTRUCTIONS
W-E 291	S 9th St	Tacoma - Market				686				996		80					
W-E 290	S 9th St	M L King - Tacoma			273	962		460	305	2,238		405					
W-E 289	S 9th St	Sprague - M L King			2,159						100						
W-E 288	S 8th St	Pacific - 'A' St			123												
W-E 287	S 7th St	Pacific - Commerce			96												
W-E 274	N 1st St	Yakima/Division - Tac Ave - N E St/Stadium Way															
W-E 273	Division	Tacoma Ave - Stadium Way															
W-E 272	Division	Yakima/N 1st St - Tacoma Ave															
W-E 271	Division	M L King - Yakima/N 1st St															
W-E 270	Division	Sprague - M L King			405		3,450		166		249						
W-E 269	N 9th St	Mildred - Pearl			2,441	245						150			165		
W-E 248	N 34th St	N Cheyenne St - N Stevens St - N Proctor St			1,917												
W-E 247	N 35th St (e/o Pearl only)	E/S of Pearl to first driveway			150		245				75						
W-E 246	N 36th St / Alder Way	Proctor - Ruston Way			3,201										3,126		
W-E 245	N 37th St	Stevens - Proctor			1,071												
W-E 244	N 37th St	Orchard - Stevens			1,804										3,070		
W-E 243	N 37th St	Vassault - Pearl - Shirley			1,806						380		5,032		5,032		
W-E 242	N 45th St	N Pearl St - N Cheyenne St			3,576												
W-E 241	N 46th St	Orchard - Stevens			1,985												
W-E 240	N 46th St	Pearl - Orchard			2,346				208		69						
W-E 239	N 46th St	Vassault - Pearl			1,132						188						
W-E 238	Ferdinand/N49th	Ruston Way - N 46th			2,400										1,613		
W-E 237	N 51st St	Vassault - Pearl (City Limit)			1,080												
W-E 236	N 51st St	Mildred - Vassault			1,232						74						
N-S 235	Alexander Ave	S 509 FR - S. City Limit			514		492		368		233						
N-S 234	Alexander Ave	in b/w N 509 FR & S 509 FR			141				303		225						
N-S 233	Alexander Ave	E 11th - Lincoln Ave			3,295				6,590		160						
N-S 232	Alexander Ave	Priv. prop. (-2152 ft NW of 11th) - E 11th & at SE apr to E 11th			2,149						136						
N-S 230	Thorne Rd	E 11th - Lincoln Ave			3,325										6,250		
N-S 229	Milwaukee Way	Lincoln - Pac Hwy (old 99 & ramps)															
N-S 228	Milwaukee Way	1st D/W n/o Lincoln - Lincoln Ave	300		2,342		1,638	5,584	3,147	4,965	816	319					
N-S 227	Lincoln Loop Rd	Lincoln Ave - Priv. Rd/Overpass			352										741		
N-S 210	St Paul Ave	E 15th - Portland Ave			2,216						395				2,960		
N-S 209	St Paul Ave	E 11th - E 15th			1,437						134						
N-S 202	E 'D' St	E 26th - Wiley			1,714						60						
N-S 201	E 'D' St	Puyallup - 25th			752		1,094				54		2,641				
N-S 200	E 'D' St	E 15th - Puyallup Ave			162		183				80		1,502				
N-S 199	Dock St	15th - E 'D' St			2,363		628		664		80						
N-S 198	Dock St	Schuster - 15th			3,747						117						
N-S 196	Ruston Way/Schuster	Bridge app'r's and over RR e/o McCarver			4,324		1,540				589						
N-S 194	Ruston Way	Alder - McCarver					858				148						
N-S 193	Ruston Way	N. 49th - Alder			3,317						201						
N-S 192	Ruston Way	Grand Ave/Ruston City Limits - N. 49th		1,768	10,173							326					
N-S 190	Hood St	15th - Pacific			664												
N-S 189	'A' St	n/o Puyallup Ave (S 24th St)			74												
N-S 188	'A' St	11th - 15th			62				1,693		779				55		
N-S 187	'A' St	S 9th - S 11th							486		253						
N-S 180	Pacific Ave	25th - So. Tacoma Way				242				520		145					
N-S 176	S 'C' St	S 21st St - S 25th St			1,318												
N-S 175	Commerce St	15th - 17th			510												
N-S 174	Commerce St	13th - 15th			1,044						51				18		
N-S 173	Commerce St	11th - 13th			1,330												
N-S 172	Commerce St	S 9th - S 11th			1,218												
N-S 171	Commerce St	I-705 - S 9th															
N-S 170	Broadway	13th - 15th			473												
N-S 169	Broadway	11th - 13th			102												
N-S 168	Broadway	S 9th - S 11th			3,443												
N-S 167	Broadway	Division - S 9th			125						80						
N-S 166	Court C	11th - 125' to the south															
N-S 165	Jefferson	25th - Tacoma Ave			1,295				2,262		163						
N-S 164	Jefferson	Market - 25th			1,820				2,538		575				137		
N-S 163	Jefferson	19th - Market			360						119				37		
N-S 162	Jefferson/Broadway	S 17th - S 19th			742						105						
N-S 161	Market	19th - Jefferson Ave.			280		660				200						
N-S 160	Market	15th - 19th			122		2,444				60						
N-S 159	Market	13th - 15th			408		443				180						
N-S 158	Market	11th - 13th			272		792				120						
N-S 157	Market	S 9th - S 11th			258		818				130						
N-S 156	Market	St. Helens - S 9th			750		286				60						
N-S 155	St Helens	Market - S 9th			673							633					
N-S 154	St Helens	6th Ave - 7th/Market			140		361				60						
N-S 153	St Helens	Division - 6th Ave															
N-S 151	Tacoma Ave	S. 25th - Center			589	344						1,687		2,677			
N-S 150	Tacoma Ave	S. 19th - S. 25th		100	2,123			4,178				162					
N-S 149	Tacoma Ave	S. 15th - S. 19th			881	420	414	1,511	610		88	120					
N-S 148	Tacoma Ave	S. 11th - S. 15th			688		1,290	302			391						
N-S 147	Tacoma Ave	S. 9th - S. 11th			730		82				351						
N-S 146	Tacoma Ave	6th Ave - S. 9th			673	120	392	164			200						
N-S 145	Tacoma Ave	Division - 6th Ave			1,840												
N-S 142	S 'G' St	S 38th - S 48th			2,987	150											
N-S 141	S 'G' St	37th - 38th															
N-S 140	S 'G' St	Wright - 37th			2,238	100							8,306		150		
N-S 132	Yakima Ave	S 27th - Wright Ave			3,114	130			3,826	260	172	50			1,250		
N-S 125	N T St	N. 21st St - Division			3,098	708						62					
N-S 124	S 'J' St	S. 19th St - S 30th			1,808	760	1,434	106			535	333					
N-S 123	S 'J' St	S. 11th - S. 19th			2,263	100											
N-S 122	S 'J' St	Division - S. 11th			2,529	200											
N-S 121	M L King	S. 19th - S. 25th			249	128	2,012				95	48					
N-S 120	S 'M' St	48th - 58th			1,936	469						65					
N-S 119	S 'M' St	38th - 48th			2,487	591						155					
N-S 118	S 'M' St	Center - S 38th			2,246	666	487	320	3,267	283	211	562					
N-S 117	Sherdan Ave	72nd - 84th			3,322	100											
N-S 116	Sherdan Ave	56th - 72nd			4,708	100											
N-S 115	Alaska	56th - 72nd			5,885		215				270			12,300			
N-S 114	Alaska	48th - 56th			107	194	3,374	92			45	112	3,849	480			
N-S 113	Alaska	38th - 48th			155	155	4,530	154			62	80	4,900	464			
N-S 112	Alaska	S 37th - S 38th			190						38						
N-S 111	Wilkeson	Center - So. Tacoma Way			682	245					54	57					
N-S 110	Wilkeson	S. 25th St - Center			126	213	1,194		222		120	80					
N-S 109	Wilkeson	S. 19th St - S. 25th St			1,718	456			113		128	80					

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TABLE 1

Section Line Order	STREET	SEGMENT	Single Solid	Plastic Single solid	Double Solid	Plastic Double solid	TW/LTL	Plastic TW/LTL	4" Lane	Plastic 4" Skip	8" Gore	Plastic 8" Gore	6" Bike Lane	Plastic 6" Bike Lane	4" Edge	Plastic 4" Edge	COMMENTS/INSTRUCTIONS
N-S 100	McCarver	Ruston Way/Schuster - N Tacoma Ave			1,623												
N-S 99	Trafton/State	S. 19th - S. 25th			1,954												
N-S 96	Tacoma Mall Blvd	48th - 56th			457	263	3,308		3,863	526		884	162				
N-S 95	Tacoma Mall Blvd	Steele - 48th			372	72	5,478		6,262	258		608	129				
N-S 91	Steele	37th - 38th															
N-S 90	Steele	35th - 37th			201		2,596					164					
N-S 89	Cedar St	S 38th St - S 40th St			70							40					
N-S 88	Cedar St	S 36th St - S 38th St			160							80					
N-S 83	Cedar St	S 12th - S 19th			1,580		1,846		1,650			340					
N-S 82	Cedar St	6th Ave - S 12th			2,210	170	168		3,112	340		125	80				
N-S 81	N Alder	N 11th - 6th Ave			1,205	353						80					
N-S 80	N Alder	N 21st - N 11th			851	243											
N-S 79	N Alder	N 26th - N 21st			915	278						120	80	1,070		825	
N-S 78	N Alder	N 30th - N 26th			57												
N-S 77	Warner	S 38th - S 47th			466		4,320		547			416					
N-S 73	Union Ave	6th Ave - S 12th			5,309	638			2,080	918		280					
N-S 72	Union Ave	N 21st - 6th Ave			991	315				510		335	5,726	707	4,772	625	
N-S 71	Union Ave	N 26th - N 21st											2,120		2,120		
N-S 70	Union Ave	N 30th - N 26th											2,106		2,106		
N-S 69	S. Puget Sound Ave	54th - 74th			5,643								10,039		8,967		
N-S 68	S. Puget Sound Ave	So. Tac Way/50th - 54th			1,352	103											
N-S 57	Washington	54th - 56th - 58th			954							269					
N-S 56	Washington	So. Tacoma Way - 54th			3,815							75					
N-S 55	Adams/Burlington	N/S Approaches to S 56th St			593							155					
N-S 54	Proctor	S 12th - S 19th			2,147	100											
N-S 53	Proctor	6th Ave - S 12th			1,605							60					
N-S 52	Proctor	N 21st - 6th Ave			3,288	321						40	100				
N-S 51	Proctor	N 26th - N 21st				309	1,006	380				201					
N-S 50	Proctor	N 30th - N 26th			1,074	130						90					
N-S 49	Proctor	N 37th - N 30th			2,200							100					
N-S 48	Tyler	66th - 74th	98		2,062	189						178	80	3,922	378	3,956	
N-S 47	Tyler	56th - 66th	374		919		4,110		728			80		5,922		769	
N-S 46	Tyler	Manitou - 56th			2,987		7,082		1,396			165		12,212			

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**TABLE 2 Miscellaneous Striping/Marking Work**  
(includes Table 2a [Base Bid] and Table 2b [Additive 1] quantities)  
*Table IDs indicate which line items are part of which subtable.*

TABLE 2: Miscellaneous Striping/Marking Work			Y E L L O W (Lin Ft)				W H I T E (Lin Ft)										RPMs	Plastic Curbing with Delineators	LEGENDS (Plastic)								Crosswalk (Plastic)	REMOVALS						
Table 2a (Included in Base Bid) Totals			55				336	-	1,350	2,250	-	617	375		34	-	86	-	164	12			2	12	7	2	2	-	6,760.00	184	246	5		
Table 2b Bid Additive 1 Totals								66			110			29	136	52		69			407	-	8	1	2	2	2	853.33	100	335	3			
Table ID	Location	Segment/Description	Plastic 24" Hatched	Painted 24" Hatched	Double Solid	Plastic Double Solid	4" Lane	4" Dotted Extension	Plastic 4" Lane	Plastic 6" Gore	Plastic 8" Dotted Gore	Plastic 16" Stop Line	Plastic 24" Hatch	6" Bike Lane	Plastic 6" Bike Lane	4" Edge	Plastic 4" Edge	Yellow Type 2 (EA)	Yellow or White Modular (LF)	Plastic Bike Symbol + Arrow	Plastic Arrow	Plastic ONLY	Plastic KEEP	Plastic CLEAR	Plastic Speed Hump Chevron	Plastic Marking (RPM)	Painted Striping (Lin Ft)	Plastic Striping (Lin Ft)	Plastic Markings (EA)	Comments/Instructions				
2a-1	Division Ave	Tacoma Ave to Broadway				142												3											74		Westerly section (not on new asphalt) to remain (not in qty); new asphalt section and concrete section in qty; (and concrete section + removal qty, too); all plastic-red DY (new/removals) counted as individual 4-in striping for qty.			
2a-2	S 21st St	s/y Pacific Ave to near-side of I-705 interchange																				7	4								3	Plastic marking removals = equivalent amount for arrows/ONLY both directions		
2a-3	S 21st St / Pacific Ave	EB Approach to Pacific Ave																				1	1											
2a-4	E 74th St at SB I-5 Off-Ramp (to WB E 74th St)	SB to WB right-turn/left-turn lane extension striping						46																								Connect remaining WSDOT (plastic) extension striping just south of marked crosswalk with E 74th St striping		
2a-5	Tacoma Avenue South / S 27th St	SB south of 27th St (recapturing parking lane)												34			164													2	Pavement marking removals = BUS ONLY; 4-in edge stripe includes parking lane buffer stripe at 3-ft from curb/side bike lane stripe plus thirteen 45-degree hatches (oriented NW to SE)			
2a-6	East L Street	East 26th to East 27th			66	86																							184	172		Complete/modify previous work to address resulting lane widths/alignments; see Layout Sketch for more details.		
2a-7	Center St at Wilkinson St	N Leg plastic DY CL replace 151 ft (302" qty)				302												9																
2a-8	S 15th St / Sprague Ave	Bike-related striping mod						62									69					2	2						126.67	-		Arrows + through/right combo version aligned with WB appr end of (LT lane) gore and at 22 ft east of stop line; 2 WB bike sym/arrows for west of d/w on WB appr and for receiving bike lane when parallel to on-street parking; striping is for bike buff on WB approach (see Layout Sketch for more detail)		
2a-9	S 56th St / South J Street	East Leg (all new)																																
2a-10	S 50th St / Pacific Ave	West Leg, East Leg (both new)																																
2a-11	S Cedar St / S 56th St	South Leg																																
2a-12	6th Ave / N Steele St	West Leg, East Leg																																
2a-13	6th Ave / N Oakleaf St	West Leg, East Leg																																
2a-14	6th Ave / N Anderson St	West Leg, East Leg																																
2a-15	6th Ave / N Pine St	West Leg, East Leg, South Leg																																
2a-16	6th Ave / N Junett St	West Leg, East Leg																																
2a-17	N 30th St / N Starr St	West Leg, South Leg																																
2a-18	N 30th St / McCarver St	North Leg, South Leg, East Leg, West Leg																																
2a-19	N 30th St / N Carr St	North Leg, East Leg, West Leg																																
2a-20	E Portland Ave / E 56th St	North Leg, West Leg																																
2a-21	E Portland Ave / E 48th St	North Leg, South Leg, East Leg, West Leg																																
2a-22	E Portland Ave / E 32nd St	South Leg																																
2a-23	E Portland Ave / E 31st St	Pedestrian Crossing																																
2a-24	S 72nd St / Portland Ave	West Leg																																
2a-25	S 72nd St at 1314 S 72nd St	Pedestrian Crossing																																
2a-26	S 72nd St / Golden Given Rd E	East Leg, South Leg																																
2a-27	S 72nd St / Pacific Ave	North Leg, South Leg, East Leg, West Leg																																
2a-28	S 72nd St / S Alaska St	North Leg, East Leg, West Leg																																
2a-29	S 72nd St / S Hosmer St	North Leg, South Leg, East Leg																																
2a-30	S 72nd St w/o NB I-5 off-ramp	East Leg																																
2a-31	S 74th St / Tacoma Mall Blvd	North Leg, South Leg, West Leg																																
2a-32	S 74th St / S Oakley St	North Leg																																
2a-33	S 74th St / South Tacoma Way	North Leg, South Leg, East Leg, West Leg																																
2a-34	S 74th St / S Tyler St	North Leg																																
2a-35	S 17th St / Pacific Ave	North Leg																																
2a-36	3600 Port of Tacoma Road	Keep Clear markings at 3600 Port of Tacoma Rd access point (only the SB non-curb lane)																						2	2									
2a-37	Taylor Way (between Lincoln & SR 509)	Various locations (TBD) to paint 4-in white "cross-boxes" (or painted 24-in yellow hatching) within center turn lane of Taylor Way to preserve driveway access points & separation from RR crossings		336			2,250																										Assumes "cross box" are in 50-ft long "modules" (but could vary from that staying within overall qty); with 4-in painted "border" (inside adjacent to TWLTL striping on long sides) with diagonal 4-in painted striping connecting corners to corners; 11-ft wide center turn assumed (= ~ 225 LF 4-in "lane" paint per instance). For RR crossings, 3 hatch striping on each side of (B) crossings (and north side of 4th closest to SR 509) at 16 LF per hatch stripe.	
2a-38	South Tacoma Way (b/w S C St and Pac Ave)	Refresh various striping and markings as quantified	55			820				617	375												2	2									8-in gore qty includes chevron markings in EB gore area	
2a-39	Raised Pavement Markers	See Table 2 Miscellaneous Extended																																
2b-1	East G Street	NB Appr to Puyallup Ave (complement older/existing plastic)									29																						2	Equivalent of two markings (faded) needing removal (between shared arrow, right arrow, and ONLY)
2b-2	S 23rd Street	EB Appr to Union - add shared Through/Right Arrow in curb lane aligned with end of gore stripe																						1										
2b-3	S 23rd Street / Adams St	Remove unauthorized crosswalk marking west leg of S 23rd at Adams																																
2b-4	619 North Yakima Ave	Replace/refresh Speed Hump Chevron Markings (1 each direction)																																
2b-5	NB Orchard n/o S 19th St	Change solid lane ("edge") stripe to 8-in gore by adding 4-in stripe along east side of existing and extending both to include downstream skip stripe														87																		
2b-6	S 37th St - WB approach to Steele	lane assignment arrows																							6								Existing 4-in stripe separator ("edge") for blending left-turn and right-turn lanes ("edge") already in Orchard (n/o 19th St) quantities	
2b-7	Browns Point Blvd / 49th St NE	WB appr - remove remnant markings/striping																																
2b-8	Nassau Ave NE / Northshore Blvd NE	South and East Legs Crosswalk Refreshing																																
2b-9	S 15th St / Sprague Ave	New marked xwalks/stop lines all legs										32																						
2b-11	N I St / N 12th	Northwest leg (crossing I St)																																
2b-15	N 46th St / N Pearl St	South Leg																																
2b-16	N 46th St / N Pearl St	West Leg																																
2b-17	N Stevens St / N 37th St	East Leg																																
2b-18	Norpoint Way NE / Pt Woodworth Dr.	NB LT - dotted gore for gap lead-in to LT lane										136																						
2b-19	43rd St NE / SW 342nd St	WB approach to 49th Ave NE / 39th Ave SW																																

TABLE 2 Miscellaneous Extended

Table 2 Miscellaneous Work Extended: Item 2a-39				Raised Pavement Markers (EA)	Segment includes existing thermoplastic striping?
				31,717	
***N O T E: Grayed out STREET/SEGMENT listings are not part of scope but are provided for segment/corridor continuity reference.					
Direction	New Order	STREET	SEGMENT	Type 2YY (For Painted Double-Solid Centerlines and Painted TWLTLs)	The segments indicated "YES" below are for reference in order to avoid unintended (and non-scoped) RPM installations; the indicated segments have thermoplastic striping that already has associated Type 2 RPMs. Remaining segments may also have Type 2YY RPMs (with painted striping), but the intent is to replace missing/supplement existing per Instructions on Table 2.
N-S	1	Walters	6th Ave - S 19th	40	
N-S	2	N Park Way	Vassault - Pearl	50	
N-S	3	Vassault	N 51st St - N 49th St	44	
N-S	4	Vassault	N 49th St - N 46th	37	
N-S	5	Vassault	N 46th - N 37th	95	
N-S	6	Narrows Dr	N 37th - N 26th	117	
N-S	7	Narrows Dr	N 26th - Jackson	151	
N-S	8	Jackson Ave	Narrows Dr. - SR 16 (n/s)	96	
N-S	9	Jackson Ave	in b.w n/s & s/s SR 16	15	
N-S	10	Jackson Ave	SR 16 (s/s) - 6th Ave	47	YES
N-S	11	Jackson Ave	6th Ave - S. 12th	93	YES
N-S	12	Jackson Ave	S 12th - S. 19th	141	
N-S	13	Mildred St	Pt Defiance Park - N 51st	47	
N-S	14	Pearl	N 51st - N 46th	76	
N-S	15	Pearl	N 46th - N 37th	80	
N-S	16	Pearl	N 37th - N 30th	14	
N-S	17	Pearl	N 30th - N 26th	49	YES
N-S	18	Pearl	N 26th - N 21st	32	YES
N-S	19	Pearl	N 21st - N 11th	30	YES
N-S	20	Pearl	N 11th - 6th Ave	0	
N-S	21	Pearl	6th Ave - S 12th	81	YES
N-S	22	Pearl	S 12th - S 19th	81	
N-S	23	Bantz Blvd	Pearl St - 6th Ave	0	
N-S	24	Orchard	N 46th - N 37th	78	
N-S	25	Orchard	N 37th - N 30th	71	
N-S	26	Orchard	N 30th - N 26th	37	
N-S		Orchard	N 26th - N 23rd	0	
N-S	27	Orchard	N 23rd - N 21st	10	YES
N-S	28	Orchard	N 21st - 6th Ave	113	YES
N-S	29	Orchard	6th Ave - S 12th	95	
N-S	30	Orchard	S 12th - S 19th	97	
N-S	31	Orchard	S 19th - Center	114	YES
N-S	32	Orchard	Center - Emerson (S.40th)	254	YES
N-S	33	Orchard	Emerson (S.40th) - S. 56th	257	YES
N-S	34	Orchard St W	S 56th - SW City Lim./Hannah Pierce Rd	85	
N-S	35	Lakewood Dr W	70th - "73rd"/Golf Course Driveway (City Lim.)	49	
N-S	36	S Mullen	north leg at South 19th St	4	
N-S	37	S Mullen	Center - COT land fill	26	
N-S	38	Cheyenne	N 45th - N 34th	104	
N-S	39	Stevens St	N 46th - N 37th	79	
N-S	40	Stevens St	N 37th - N 30th	68	
N-S	41	Stevens St	N 30th - N 26th	39	
N-S	42	Stevens St	N 26th - N 21st	29	YES
N-S	43	Stevens St	N 21st - 6th Ave	91	YES
N-S	44	Tyler	S 19th - Center	186	
N-S	45	Tyler	Center - Manitou	54	YES
N-S	46	Tyler	Manitou - 56th	315	
N-S	47	Tyler	56th - 66th	158	
N-S	48	Tyler	66th - 74th	65	YES
N-S	49	Proctor	N 37th - N 30th	69	
N-S	50	Proctor	N 30th - N 26th	34	YES
N-S	51	Proctor	N 26th - N 21st	32	YES
N-S	52	Proctor	N 21st - 6th Ave	103	YES
N-S	53	Proctor	6th Ave - S 12th	51	
N-S	54	Proctor	S 12th - S 19th	68	YES
N-S	55	Adams/Burlington	N/S Approaches to S 56th St	19	
N-S	56	Washington	So. Tacoma Way - 54th	120	
N-S	57	Washington	54th - 56th - 58th	0	
N-S	58	So. Tacoma Way	225' w/o M St - Pine	314	
N-S	59	So. Tacoma Way	Pine - 35th	36	
N-S	60	So. Tacoma Way	35th - 38th	67	
N-S	61	So. Tacoma Way	38th - Washington	38	
N-S	62	So. Tacoma Way	Washington - S 47th	0	
N-S	63	So. Tacoma Way	47th - 52nd	79	YES
N-S	64	So. Tacoma Way	52nd - 56th	11	YES
N-S	65	So. Tacoma Way	S 56th to S 66th	0	
N-S	66	So. Tacoma Way	66th - 74th	51	
N-S	67	So. Tacoma Way	74th - S City Limit	93	YES
N-S	68	S. Puget Sound Ave	So. Tac Way/50th - 54th	43	YES
N-S	69	S. Puget Sound Ave	54th - 74th	177	
N-S	70	Union Ave	N 30th - N 26th	0	
N-S	71	Union Ave	N 26th - N 21st	0	
N-S	72	Union Ave	N 21st - 6th Ave	31	YES
N-S	73	Union Ave	6th Ave - S 12th	166	YES
N-S	74	Union Ave	S 12th - S 19th	97	YES
N-S	75	Union Ave	S 19th - Center	149	YES
N-S	76	Union Ave	Center - 38th/Warner	169	
N-S	77	Warner	S 38th - S 47th	150	
N-S	78	N Alder	N 30th - N 26th	2	
N-S	79	N Alder	N 26th - N 21st	29	YES
N-S	80	N Alder	N 21st - N 11th	0	
N-S	81	N Alder	N 11th - 6th Ave	38	YES
N-S	82	Cedar St	6th Ave - S 12th	75	YES
N-S	83	Cedar St	S 12th - S 19th	108	
N-S	84	Cedar St / Pine St	S 19th - Center	153	YES
N-S	85	Pine St / Cedar St	Center - So. Tacoma Way	72	YES
N-S	86	Pine	So. Tacoma Way - 38th	109	YES
N-S	87	Pine	38th - 47th	115	YES
N-S	88	Cedar St	S 36th St - S 38th St	5	
N-S	89	Cedar St	S 38th St - S 40th St	3	
N-S	90	Steele	35th - 37th	88	
N-S	91	Steele	37th - 38th	0	
N-S	92	Steele	38th - Mall Prop Line ("S 43rd")	28	
N-S	93	S Oakes	47th - 56th	93	
N-S	94	S Oakes	56th - 74th	172	
N-S	95	Tacoma Mall Blvd	Steele - 48th	183	YES
N-S	96	Tacoma Mall Blvd	48th - 56th	118	YES
N-S	97	Tacoma Mall Blvd	56th - 74th	338	YES
N-S	98	Tacoma Mall Blvd	74th - S. City Limit	62	YES
N-S	99	Trafton/State	S. 19th - S. 25th	62	
N-S	100	McCarver	Ruston Way/Schuster - N Tacoma Ave	51	

TABLE 2 Miscellaneous Extended

Direction	New Order	STREET	SEGMENT	Type 2YY (For Painted Double-Solid Centerlines and Painted TWLTLs)	The segments indicated "YES" below are for reference in order to avoid unintended (and non-scoped) RPM installations; the indicated segments have thermoplastic striping that already has associated Type 2 RPMs. Remaining segments may also have Type 2YY RPMs (with painted striping), but the intent is to replace missing/supplement existing per Instructions on Table 2.
N-S	101	Sprague Ave	Division - S. 9th	43	
N-S	102	Sprague Ave	S. 9th - S. 11th	36	
N-S	103	Sprague Ave	S. 11th - S. 15th	61	YES
N-S	104	Sprague Ave	S. 15th - S. 19th	70	
N-S	105	Sprague Ave	S. 19th - S. 23rd (align./WSDOT control)	55	
N-S	106	Sprague Ave	So. Tacoma Way - 37th	108	
N-S	107	Hosmer	S 72nd - S 84th	193	YES
N-S	108	Hosmer	S 84th - S. City Limit	206	YES
N-S	109	Wilkeson	S. 19th St - S. 25th St	54	YES
N-S	110	Wilkeson	S. 25th St - Center	42	YES
N-S	111	Wilkeson	Center - So. Tacoma Way	22	YES
N-S	112	Alaska	S 37th - S 38th	6	
N-S	113	Alaska	38th - 48th	147	YES
N-S	114	Alaska	48th - 56th	109	YES
N-S	115	Alaska	56th - 72nd	185	
N-S	116	Sheridan Ave	56th - 72nd	148	YES
N-S	117	Sheridan Ave	72nd - 84th	104	YES
N-S	118	S 'M' St	Center - S 38th	86	YES
N-S	119	S 'M' St	38th - 48th	78	YES
N-S	120	S 'M' St	48th - 58th	61	YES
N-S	121	M L King	S. 19th - S. 25th	71	YES
N-S	122	S 'J' St	Division - S. 11th	0	YES
N-S	123	S 'J' St	S. 11th - S. 19th	0	YES
N-S	124	S 'J' St	S. 19th St. - S 30th	102	YES
N-S	125	N 'I' St	N. 21st St. - Division	97	YES
N-S	126	S 'I' St	Division - Yakima (~ S 7th St)	0	YES
N-S	127	Yakima Ave	S. 'I' (~ S. 7th) - S. 11th	36	YES
N-S	128	Yakima Ave	S. 11th - S. 15th	41	
N-S	129	Yakima Ave	S. 15th - S. 19th	32	YES
N-S	130	Yakima Ave	S. 19th - S. 25th	46	YES
N-S	131	Yakima Ave	S. 25th - S. 27th	26	YES
N-S	132	Yakima Ave	S 27th - Wright Ave	0	
N-S	133	Thompson (Yakima) Ave	Wright/Yakima Ave - S 37th	44	
N-S	134	Thompson (Yakima) Ave	S 37th - S 38th	7	YES
N-S	135	Thompson (Yakima) Ave	38th - 48th	95	YES
N-S	136	Yakima Ave	48th - 56th	58	YES
N-S	137	Yakima Ave	56th - 72nd	114	YES
N-S	138	Yakima Ave	72nd - 84th	92	YES
N-S	139	Yakima Ave	84th - 96th	92	YES
N-S	140	S 'G' St	Wright - 37th	70	YES
N-S	141	S 'G' St	37th - 38th	0	
N-S	142	S 'G' St	S 38th - S 48th	94	YES
N-S	143	Tacoma Ave	McCarver - N. 6th	76	
N-S	144	Tacoma Ave	N. 6th - Division	58	YES
N-S	145	Tacoma Ave	Division - 6th Ave	58	
N-S	146	Tacoma Ave	6th Ave - S. 9th	34	YES
N-S	147	Tacoma Ave	S. 9th - S. 11th	26	
N-S	148	Tacoma Ave	S. 11th - S. 15th	62	
N-S	149	Tacoma Ave	S. 15th - S. 19th	41	YES
N-S	150	Tacoma Ave	S. 19th - S. 25th	67	
N-S	151	Tacoma Ave	S. 25th - Center	19	YES
N-S	152	Stadium Way (N E St)	N 1st - I-705 ramp	0	
N-S	153	St Helens	Division - 6th Ave	0	YES
N-S	154	St Helens	6th Ave - 7th/Market	0	
N-S	155	St Helens	Market - S 9th	22	
N-S	156	Market	St. Helens - S 9th	33	
N-S	157	Market	S 9th - S 11th	34	
N-S	158	Market	11th - 13th	34	
N-S	159	Market	13th - 15th	27	
N-S	160	Market	15th - 19th	81	
N-S	161	Market	19th - Jefferson Ave.	30	
N-S	162	Jefferson/Broadway	S 17th - S 19th	24	
N-S	163	Jefferson	19th - Market	12	
N-S	164	Jefferson	Market - 25th	57	
N-S	165	Jefferson	25th - Tacoma Ave	41	
N-S	166	Court C	11th - 125' to the south	4	
N-S	167	Broadway	Division - S 9th	108	
N-S	168	Broadway	S 9th - S 11th	4	
N-S	169	Broadway	11th - 13th	0	
N-S	170	Broadway	13th - 15th	15	
N-S	171	Commerce St	I-705 - S 9th	0	
N-S	172	Commerce St	S 9th - S 11th	39	
N-S	173	Commerce St	11th - 13th	42	
N-S	174	Commerce St	13th - 15th	33	
N-S	175	Commerce St	15th - 17th	16	
N-S	176	S 'C' St	S 21st St - S 25th St	42	
N-S	177	Pacific Ave	S 15th - S 17th	16	YES
N-S	178	Pacific Ave	17th - 21st	0	
N-S	179	Pacific Ave	21st - 25th	0	
N-S	180	Pacific Ave	25th - So. Tacoma Way	0	
N-S	181	Pacific Ave	So. Tacoma Way - 28th	7	YES
N-S	182	Pacific Ave	28th - 38th	150	YES
N-S	183	Pacific Ave	38th - 56th	232	YES
N-S	184	Pacific Ave	56th - 72nd	245	YES
N-S	185	Pacific Ave	72nd - 84th	205	YES
N-S	186	Pacific Ave	84th - 99th	260	
N-S	187	'A' St	S 9th - S 11th	0	
N-S	188	'A' St	11th - 15th	2	
N-S	189	'A' St	n/o Puyallup Ave (S 24th St)	3	
N-S	190	Hood St	15th - Pacific	21	
N-S	191	I-705 (City control portion)	Stadium Way - S. 12th (alignment)	0	
N-S	192	Ruston Way	Grand Ave/Ruston City Limits - N. 49th	27	
N-S	193	Ruston Way	N. 49th - Alder	318	
N-S	194	Ruston Way	Alder - McCarver	131	
N-S	195	Ruston Way/Schuster Pkwy	McCarver - S. 4th	19	
N-S	196	Ruston Way/Schuster	Bridge app'r's and over RR e/o McCarver	0	
N-S	197	Schuster Pkwy	S. 4th - Pacific / I-705	30	YES
N-S	198	Dock St	Schuster - 15th	184	
N-S	199	Dock St	15th - E 'D' St	118	
N-S	200	E 'D' St	E 15th - Puyallup Ave	94	
N-S	201	E 'D' St	Puyallup - 25th	11	
N-S	202	E 'D' St	E 26th - Wiley	59	
N-S	203	McKinley Ave	E 34th - E 38th	92	YES
N-S	204	McKinley Ave	38th - 56th	159	YES
N-S	205	McKinley Ave	56th - 64th	52	YES
N-S	206	McKinley Ave	64th - 72nd	66	YES

TABLE 2 Miscellaneous Extended

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N-S	207	McKinley Ave	72nd - 84th	112	YES
N-S	208	McKinley Ave	84th - 96th	111	
N-S	209	St Paul Ave	E 11th - E 15th	54	
N-S	210	St Paul Ave	E 15th - Portland Ave	45	
N-S	211	E 'L' St	Puyallup Ave - Fairbanks	108	
N-S	212	Portland Ave	E 11th - Lincoln Ave	149	
N-S	213	Portland Ave	Lincoln to Puyallup	127	
N-S	214	Portland Ave	Puyallup to E 30th St	76	
N-S	215	Portland Ave	E 30th - 38th	229	YES
N-S	216	Portland Ave	38th - 56th	160	YES
N-S	217	Portland Ave	56th - 64th	47	YES
N-S	218	Portland Ave	64th - 72nd	109	YES
N-S	219	Portland Ave	72nd - S. City Limit	17	YES
N-S	220	Bay St	E 26th, 27th & 28th - River Rd	0	YES
N-S	221	E 'Q' St (underpass)	Bay - E 26th St	4	
N-S	222	E 'R' ST	29th - 32nd - E 44th St.	26	
N-S	223	E Roosevelt Ave	Wright - E 44th St.	176	
N-S	224	Grandview	River Rd. - East 34th	22	
N-S	225	River Rd	Pioneer - E. City Limit	0	
N-S	226	Pioneer Way	River Rd. - E. City Limit	82	YES
N-S	227	Lincoln Loop Rd	Lincoln Ave - Priv. Rd/Overpass	70	
N-S	228	Milwaukee Way	1st D/W n/o Lincoln - Lincoln Ave	11	
N-S	229	Milwaukee Way	Lincoln - Pac Hwy (old 99 & ramps)	125	YES
N-S	230	Thorne Rd	E 11th - Lincoln Ave	104	
N-S	231	Port of Tacoma Rd	S/S N.FR SR509 to Fife City Lim	32	
N-S	232	Alexander Ave	Priv. prop. (~2150 ft NW of 11th) - E 11th & at SE appr to E 11th	67	
N-S	233	Alexander Ave	E 11th - Lincoln Ave	103	
N-S	234	Alexander Ave	in b/w N 509 FR & S 509 FR	5	
N-S	235	Alexander Ave	S 509 FR - S. City Limit	32	
W-E	236	N 51st St	Mildred - Vassault	39	
W-E	237	N 51st St	Vassault - Pearl (City Limit)	34	
W-E	238	Ferdinand/N49th	Ruston Way - N 46th	75	
W-E	239	N 46th St	Vassault - Pearl	36	
W-E	240	N 46th St	Pearl - Orchard	74	
W-E	241	N 46th St	Orchard - Stevens	63	
W-E	242	N 45th St	N Pearl St - N Cheyenne St	112	
W-E	243	N 37th St	Vassault - Pearl - Shirley	57	
W-E	244	N 37th St	Orchard - Stevens	57	
W-E	245	N 37th St	Stevens - Proctor	34	
W-E	246	N 36th St / Alder Way	Proctor - Ruston Way	101	
W-E	247	N 35th St (e/o Pearl only)	E/S of Pearl to first driveway	13	
W-E	248	N 34th St	N Cheyenne St - N Stevens St - N Proctor St	60	
W-E	249	N 30th St	Pearl - Orchard	70	
W-E	250	N 30th St	Orchard - Stevens	59	
W-E	251	N 30th St	Stevens - Proctor	50	
W-E	252	N 30th St	Proctor - Union	33	
W-E	253	N 30th St	Union - Alder	51	
W-E	254	N 30th St	Alder - McCarver	88	
W-E	255	N 30th St	McCarver - Schuster	19	
W-E	256	N 26th St	Narrows - Pearl	96	
W-E	257	N 26th St	Pearl - Orchard	57	YES
W-E	258	N 26th St	Orchard - Stevens	60	
W-E	259	N 26th St	Stevens - Proctor	68	YES
W-E	260	N 26th St	Proctor - Union	34	YES
W-E	261	N 26th St	Union - Alder	41	
W-E	262	Westgate Blvd (N 17th St)	Narrows/Jackson - Pearl	0	YES
W-E	263	N 21st St	Pearl - Orchard	0	YES
W-E	264	N 21st St	Orchard - Stevens	0	
W-E	265	N 21st St	Stevens - Proctor	0	
W-E	266	N 21st St	Proctor - Union	20	YES
W-E	267	N 21st St	Union - Alder	30	YES
W-E	268	N 21st St	Alder - N. 'I' St	51	YES
W-E	269	N 9th St	Mildred - Pearl	77	YES
W-E	270	Division	Sprague - M L King	121	
W-E	271	Division	M L King - Yakima/N 1st St	0	
W-E	272	Division	Yakima/N 1st St - Tacoma Ave	0	
W-E	273	Division	Tacoma Ave - Stadium Way	0	
W-E	274	N 1st St	Yakima/Division - Tac Ave - N E St/Stadium Way	0	
W-E	275	6th Ave	Walters - Jackson	145	YES
W-E	276	6th Ave	Jackson - Mildred	87	YES
W-E	277	6th Ave	Mildred - Bantz Blvd	136	YES
W-E	278	6th Ave	Bantz Blvd - Orchard	117	
W-E	279	6th Ave	Orchard - Stevens	90	YES
W-E	280	6th Ave	Stevens - Proctor	63	YES
W-E	281	6th Ave	Proctor - Union	49	YES
W-E	282	6th Ave	Union - Alder	49	YES
W-E	283	6th Ave	Alder - Sprague	136	YES
W-E	284	6th Ave	Sprague - M L King	64	
W-E	285	6th Ave	M L King - Tacoma	36	YES
W-E	286	6th Ave	Tacoma - Broadway	18	YES
W-E	287	S 7th St	Pacific - Commerce	3	
W-E	288	S 8th St	Pacific - 'A' St	4	
W-E	289	S 9th St	Sprague - M L King	68	
W-E	290	S 9th St	M L King - Tacoma	9	YES
W-E	291	S 9th St	Tacoma - Market	21	
W-E	292	S 9th St	Market - Pacific	14	
W-E	293	S 9th St	Pacific - 'A' St	7	
W-E	294	S 10th St	Pacific - 'A' St	4	YES
W-E	295	S 11th St	S 12th - Sprague	22	
W-E	296	S 11th St	Sprague - M L King	51	
W-E	297	S 11th St	M L King - Tacoma	89	
W-E	298	S 11th St	Tacoma - 'A' St	63	YES
W-E	299	E 11th St	'A' St - St Paul	103	
W-E	300	E 11th St	St Paul - Portland Ave	128	
W-E	301	E 11th St	Alexander - Taylor Way	0	
W-E	302	E 11th St	Taylor Way - Hylebos Bridge	0	
W-E	303	E 11th St	Hylebos Bridge (concrete deck/appr's)	27	
W-E	304	E 11th St	e/o Bridge - Marine View Dr	68	
W-E	305	Lower E 11th (s/o E 11th)	'E' St - St Paul	19	
W-E	306	Lower E 11th (s/o E 11th)	Milwaukee - 11th	16	
W-E	307	E 15th St	St Paul - E 'D' St	65	
W-E	308	S 12th St	Fairview - Jackson	10	
W-E	309	S 12th St	Jackson - Mildred	82	YES
W-E	310	S 12th St	Mildred - Pearl	127	YES
W-E	311	S 12th St	Pearl - Orchard	137	
W-E	312	S 12th St	Orchard - Stevens	62	YES

TABLE 2 Miscellaneous Extended

Direction	New Order	STREET	SEGMENT	Type 2YY (For Painted Double-Solid Centerlines and Painted TWLTLs)	The segments indicated "YES" below are for reference in order to avoid unintended (and non-scoped) RPM installations; the indicated segments have thermoplastic striping that already has associated Type 2 RPMs. Remaining segments may also have Type 2YY RPMs (with painted striping), but the intent is to replace missing/supplement existing per Instructions on Table 2.
W-E	313	S 12th St	Stevens - Proctor	49	YES
W-E	314	S 12th St	Proctor - Union	29	YES
W-E	315	S 12th St	Union - Cedar	43	YES
W-E	316	S 12th St	Cedar - Sprague	50	YES
W-E	317	Earnest S Brazill (S 12th St)	Sprague - M L King	65	YES
W-E	318	Earnest S Brazill (S 12th St)	M L King - Yakima	27	
W-E	319	S 12th St	Pacific - 'A' St	4	YES
W-E	320	S 13th St	Yakima - Tacoma	17	
W-E	321	S 13th St	Tacoma - Market	36	
W-E	322	S 13th St	Market - Pacific	22	
W-E	323	S 13th St	Pacific - 'A' St	5	YES
W-E	324	S 15th St	Cedar - Sprague	98	
W-E	325	S 15th St	Sprague - M L King	150	
W-E	326	S 15th St	M L King - Tacoma	65	
W-E	327	S 15th St	Tacoma - Market	0	
W-E	328	S 15th St	Market - Pacific	0	
W-E	329	S 15th St	Pacific - Dock	21	
W-E	330	S 17th St	Market - Pacific	10	YES
W-E	331	S 19th St	W. City Limit - Jackson	132	
W-E	332	S 19th St	Jackson - Mildred	134	YES
W-E	333	S 19th St	Mildred - Pearl	137	YES
W-E	334	S 19th St	Pearl - Orchard	90	
W-E	335	S 19th St	Orchard - Stevens	0	YES
W-E	336	S 19th St	Stevens - Union	0	YES
W-E	337	S 19th St	Union - Cedar	73	
W-E	338	S 19th St	Cedar - Sprague	119	
W-E	339	S 19th St	Sprague - M L King	101	YES
W-E	340	S 19th St	M L King - Tacoma	0	
W-E	341	S 19th St	Tacoma - Jefferson	30	YES
W-E	342	S 21st St	Tacoma Ave - Jefferson	0	
W-E	343	S 21st St	Jefferson - Pacific Ave	25	
W-E	344	S 23rd St	Washington - Union	15	
W-E	345	S 23rd St	Union - Cedar	80	
W-E	346	S 24th St	'C' St - 'A' St	26	
W-E	347	Puyallup Ave	'A' St - Portland	282	
W-E	348	Puyallup Ave (Fishing Wars Mem. Xing)	Portland - 1150 ft east	0	
W-E	349	Puyallup Ave (Fishing Wars Mem. Xing)	1150 ft e/o Portland to City Lim. (w/s of s/s island at Milw.)	0	
W-E	350	S 25th St	State - Wilkeson	42	
W-E	351	S 25th St	Wilkeson - M L King	56	YES
W-E	352	S 25th St	M L King - Tacoma	40	YES
W-E	353	S 25th St	Tacoma - Jefferson	3	
W-E	354	S 25th St	Jefferson - Pacific Ave	19	
W-E	355	E 25th St	Pacific - E. 'D' St	15	
W-E	356	E 25th St	E 'D' St - E 'G' St - McKinley	0	
W-E	357	E 26th St	Pacific Ave - 'A' St	0	
W-E	358	E 26th St	'A' St - E. 'D' St	54	
W-E	359	E 26th St	E 'D' St - E 25th/G St	34	
W-E	360	E 26th St	Portland - Bay St	10	
W-E	361	Wiley Ave	E D St/McKinley Way	192	
W-E	362	S 27th St	Yakima - Jefferson Ave	24	
W-E	363	E 27th St	E 'L' St - Bay St	0	
W-E	364	Center St	Orchard - Tyler	149	YES
W-E	365	Center St	Tyler - Pine	172	YES
W-E	366	Center St	Pine - 'M' St	264	YES
W-E	367	Center St	'M' St - Jefferson	82	YES
W-E	368	S 28th St	Yakima - 'M' St	42	YES
W-E	369	E 28th St	E 'L' St - Bay St	0	
W-E	370	E 32nd St	Portland - Grandview	0	YES
W-E	371	E Wright Ave	Roosevelt - Grandview	23	
W-E	372	S/E 34th St	'G' St - Pacific	39	YES
W-E	373	S/E 34th St	Pacific - McKinley Ave	83	YES
W-E	374	S/E 34th St	McKinley - E 'L' St	0	
W-E	375	S/E 34th St	Portland - Roosevelt	64	
W-E	376	E Division Ln	McKinley - E 'K' St	26	
W-E	377	S 35/36th St	Tyler - first alley east	0	YES
W-E	378	S 35/36th St	First alley (e/o Tyler) - Union	0	YES
W-E	379	S 35th St	Union - S Tacoma Way	88	
W-E	380	S 35th St	Pine - Sprague	67	
W-E	381	S 37th St	So Tacoma Way (n/o Union I/C) - Warner	11	
W-E	382	S 37th St	Steele - Sprague	27	
W-E	383	S 38th St	So. Tacoma Way - Pine	77	YES
W-E	384	S 38th St	Pine - Alaska	127	YES
W-E	385	S 38th St	Alaska - 'J' St	101	YES
W-E	386	S 38th St	'J' St - Tacoma Ave	0	
W-E	387	S 38th St	Tacoma Ave - Pacific	96	YES
W-E	388	S/E 38th St	Pacific - McKinley	119	YES
W-E	389	E 38th St	McKinley - Portland	90	
W-E	390	E 43rd St	'M' St - Pacific	100	YES
W-E	391	E 43rd St	Pacific - McKinley	83	YES
W-E	392	E 44th St	Portland - Roosevelt	56	YES
W-E	393	S 47th St (/S 48th St)	Washington - Pine/Oakes	89	
W-E	394	S 48th St	Pine/Oakes - Alaska	106	YES
W-E	395	S 48th St	Alaska - Yakima	84	YES
W-E	396	S 48th St	Yakima - Bell	23	YES
W-E	397	E 48th St	McKinley - Portland Ave	80	YES
W-E	398	E 48th St	Portland - 'R' St	6	YES
W-E	399	S 56th St	Tacoma Mall Blvd - Alaska	45	
W-E	400	S 56th St	Alaska - Yakima	110	YES
W-E	401	S 56th St	Yakima - Pacific	0	
W-E	402	S/E 56th St	Pacific - McKinley	82	YES
W-E	403	E 56th St	McKinley - Portland Ave	59	YES
W-E	404	S 64th St	'M' St - Pacific	53	YES
W-E	405	S/E 64th St	Pacific - McKinley	0	
W-E	406	E 64th St	McKinley - Portland	0	YES
W-E	407	E 64th St	Portland - E. City Limit	87	YES
W-E	408	S 66th St	Orchard - Tyler	68	
W-E	409	S 66th St	Tyler - So Tacoma Way	0	
W-E	410	S 66th St	So Tacoma Way - Clement	40	YES
W-E	411	S 66th St	Clement - Oakes	23	
W-E	412	S 74th St	Orchard - So. Tacoma Way	235	YES
W-E	413	S 74th St / S 72nd St	So. Tacoma Way - I-5	141	YES
W-E	414	S 72nd St	I-5 to Yakima	107	YES
W-E	415	S 72nd St	Yakima to Pacific	63	YES
W-E	416	S/E 72nd St	Pacific - McKinley	87	YES
W-E	417	E 72nd St	McKinley - Portland	119	YES
W-E	418	E 72nd St	Portland - Gilreath	82	YES



**TABLE 2 Miscellaneous Extended**

Direction	New Order	STREET	SEGMENT	Type 2YY (For <b>Painted</b> Double-Solid Centerlines and <b>Painted</b> TWLTLs)	The segments indicated "YES" below are for reference in order to avoid unintended (and non-scoped) RPM installations; the indicated segments have thermoplastic striping that already has associated Type 2 RPMs. Remaining segments may also have Type 2YY RPMs (with painted striping), but the intent is to replace missing/supplement existing per Instructions on Table 2.
W-E	419	S 78th St	Trafton - Tacoma Mall Blvd	6	
W-E	420	S 84th St	Hosmer - Yakima	180	YES
W-E	421	S 84th St	Yakima - Pacific	68	YES
W-E	422	S/E 84th St	Pacific - McKinley	83	
W-E	423	S 96th St	W. City Limits - Steele	15	YES
W-E	424	S 96th St	Steele - Yakima	284	YES
W-E	425	S 96th St	Yakima - Pacific	91	YES
W-E	426	S/E 96th St	Pacific - McKinley	148	
W-E	427	Lincoln Ave	Portland - Marc	103	
W-E	428	Lincoln Ave	Marc - Thorne	11	
W-E	429	Lincoln Ave	Thorne - Port of Tacoma Rd.	47	
W-E	430	Lincoln Ave	Alexander - Taylor Way	49	
W-E	431	Marshall Ave	Milwaukee - Port of Tac Rd	130	
W-E	432	North 509 FR	Milwaukee - Port of Tac Rd	0	
W-E	433	North 509 FR	Port of Tacoma Rd - RR Xing	0	
W-E	434	North 509 FR	RR Xing - 509 Port of Tac Rd Exit	0	
W-E	435	South 509 FR	Milwaukee to Port of Tac Rd overpass	0	
W-E	436	South 509 FR	Port of Tac Rd access ramps	17	
W-E	437	South 509 FR	Port of Tac Rd overpass to 509 Gore	0	
NE	438	51st St NE	Slayden - Browns Point	94	
NE	439	Slayden Rd NE	Marine View Dr - 51st St N E	60	
NE	440	Marineview Dr NE	Slayden - E 11th St.	430	
NE	441	Marine View Dr NE	E 11th St - Norpoint	191	
NE	442	Marine View Dr NE	Norpoint - e/o Taylor Way	271	YES
NE	443	Northshore Pkwy NE	Browns Point - Norpoint	195	
NE	444	Northshore Pkwy NE	Norpoint - E City Lim	250	YES
NE	445	Browns Point Blvd NE	Norpoint - Northshore	100	
NE	446	Browns Point Blvd NE	Northshore - 45th St N E	110	YES
NE	447	Browns Point Blvd NE	45th St N E - McMurray	190	
NE	448	Browns Point Blvd NE	33rd St N E - McMurray	57	
NE	449	McMurray NE	Browns Point - Marine View Dr	134	
NE	450	Nassau Ave NE	Northshore - Browns Point	135	YES
NE	451	45th Ave NE	Northshore - Browns Point	103	
NE	452	49th Ave NE	N. City Limit - 31st St NE	198	
NE	453	31st/53rd/29th NE	49th Ave NE - E. City Limit	186	
NE	454	Norpoint Way NE	Browns Point (W) - Browns Point ( E)	275	
NE	455	Norpoint Way NE	49th Ave NE - 29th St. NE	231	
NE	456	Norpoint Way NE	29th St NE - Marine View Dr.	242	
NE	457	64th/24th/65th/19th NE	N. City Limit - E. City Limit	126	

# Table 2a: 2a-6, East L Street from Wiley (E 27th) to E 26th St Bike Lane Striping, Centerline Realignment

Callouts in RED were previously completed;  
BLUE is remaining/current scope work



## East 26th St

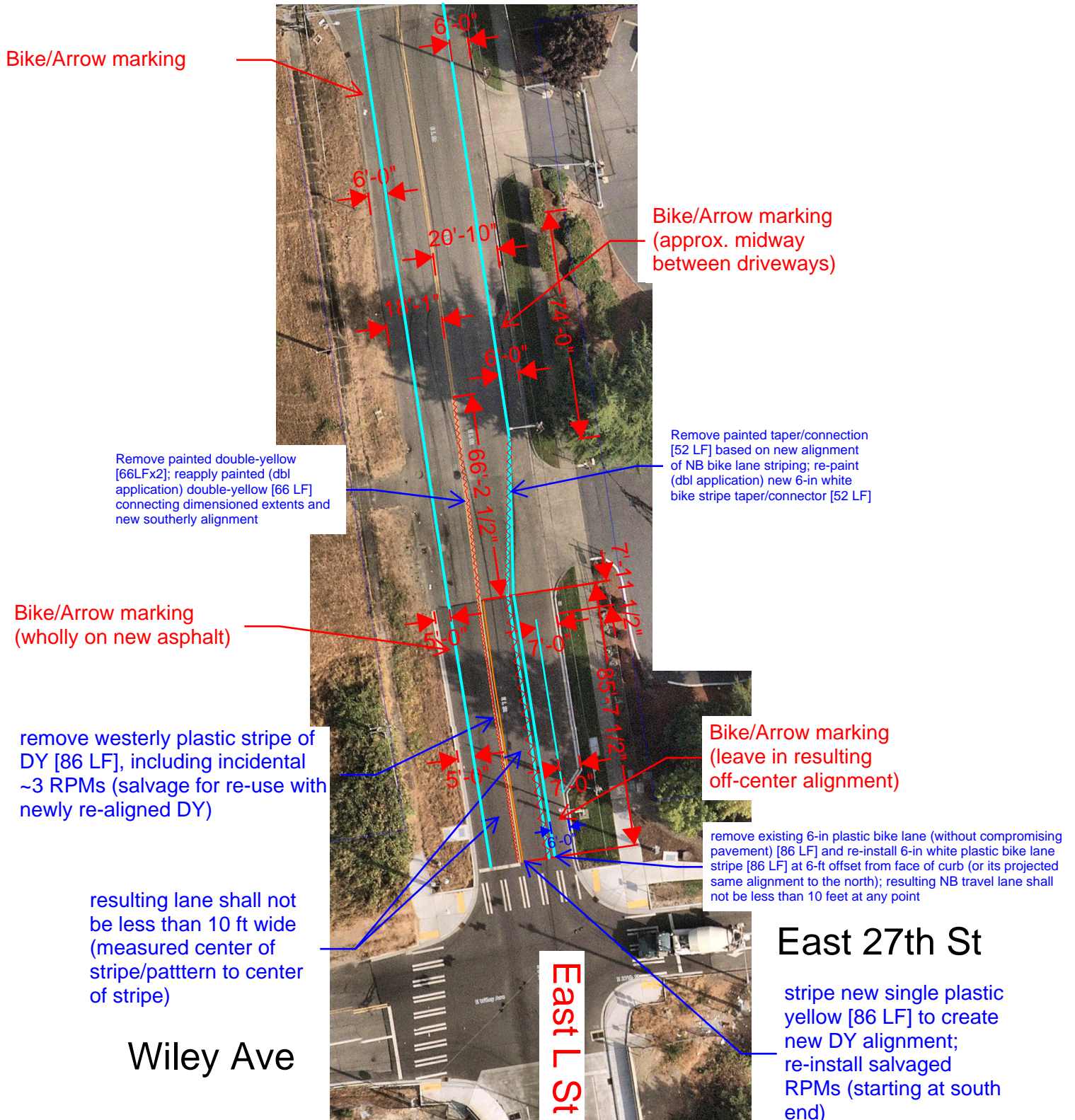
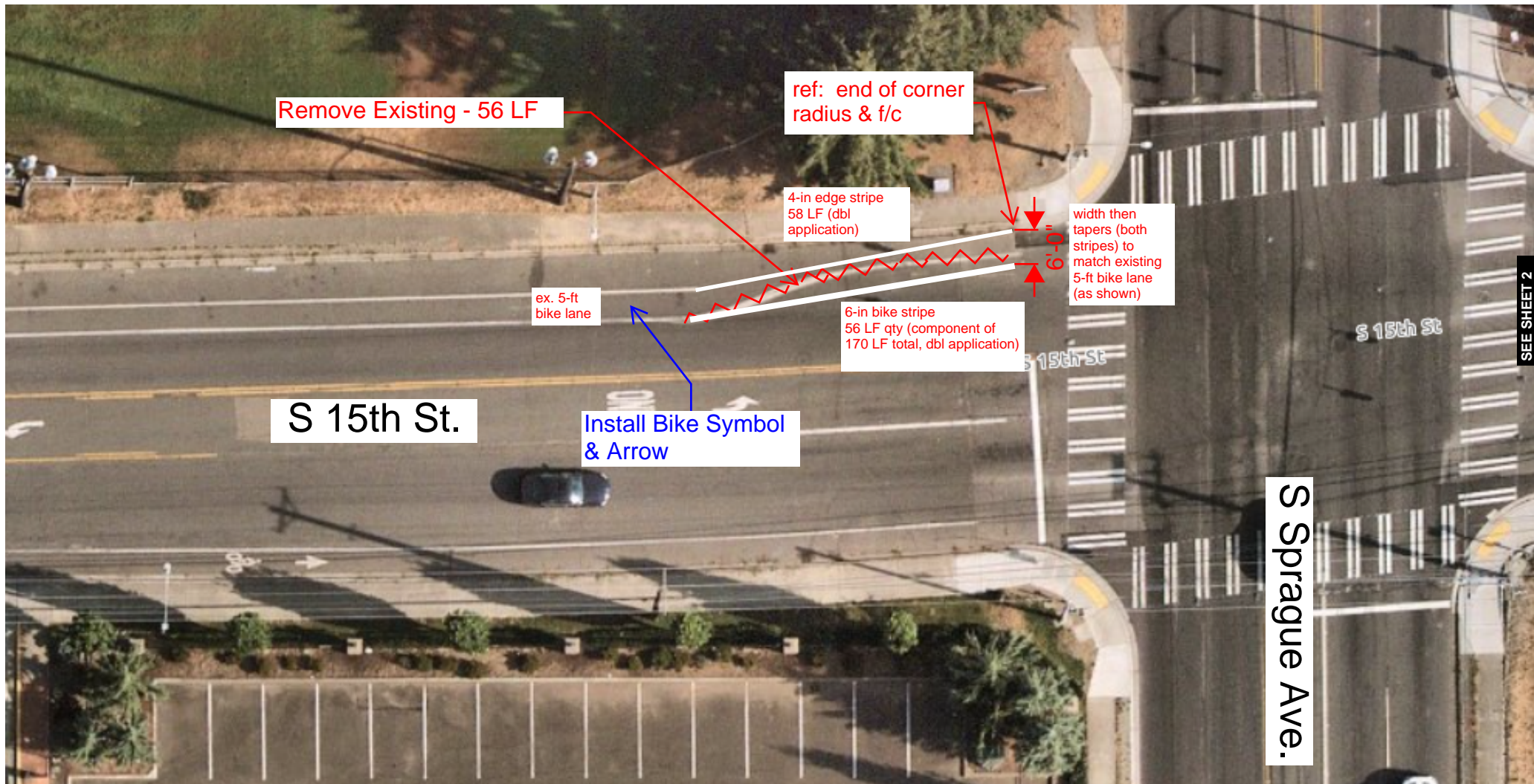




Table 2a: 2a-8, S 15th St. Bike Lane Removal/Install  
S 15th St. west & east of S Sprague Ave.  
(Sheet 1 of 2)

Callouts in RED were previously completed;  
BLUE is remaining/current scope work





# Table 2a: 2a-8, S 15th St. Bike Lane Removal/Install S 15th St. west & east of S Sprague Ave. (Sheet 2 of 2)

Callouts in RED were previously completed;  
BLUE is new or remaining/current scope work



S Sprague Ave.

Install Bike Symbol  
& Arrow

ref: end of driveway radius  
(for end of 4-in dotted,  
inflection point for 6-in bike)

4-in edge stripe (dotted)  
62 LF per Table 2a (dbl  
application)

approx.  
8'-11"

ref: connect to existing  
end of 4-in/6-in stripes

ex. 5-ft  
bike lane

center in lane

6-in bike stripe  
114 LF qty per Table 2a (component  
of 170 LF total, dbl application)

52 LF of 4-in white striping (dbl application) with (3)  
45-degree 4-in white hatch stripes (dbl application;  
17 LF of Edge Stripe bid item) at beginning,  
midway, and end positions as shown

keep same  
alignment as  
determined by  
upstream arrow  
even though  
lane width  
changes slightly

S 15th St.

S 15th St

S 15th St

4'-0"

6'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

4'-0"

22'-0"

## **APPENDIX B**

### **Tribal Employee Rights Ordinance (TERO)**

#### **Compliance Information**







**PUYALLUP TRIBE OF INDIANS  
TRIBAL EMPLOYMENT RIGHTS OFFICE**

<b>CONTACT INFORMATION .....</b>	<b>A</b>
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<b>CONTRACTOR COMPLIANCE AGREEMENTS .....</b>	<b>D</b>
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CONTRACTOR COMPLIANCE AGREEMENT	
INDIAN PREFERENCE AGREEMENT	
UTILIZATION PLAN	
SUBCONTRACTORS REQUEST TO TERO	
LABOR FORCE	
PROJECT STAFF	
KEY-PERSONNEL WORKER LIST	
BUY INDIAN ACT POLICY	
TERO EMPLOYMENT RIGHTS ORDINANCE	
TERO EMPLOYMENT RIGHTS FEE	
EMPLOYEE REQUEST FORM	
<b>TERO WAGE SCALE – 2021 .....</b>	<b>E</b>
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**PART A**

**CONTACT INFORMATION**





# Tribal Employment Rights Office

1423 E 29<sup>th</sup> St Tacoma, WA 98404

## TERO Mission Statement

TERO protects tribal sovereignty by supporting Tribal Member self sufficiency through enforcing Indian Preference requirements in Employment, Training, and Contracting Opportunities.

## TERO Contact Information

Office: (253) 573-7846 Fax: (253) 680-5997

[Tero@PuyallupTribe-nsn.gov](mailto:Tero@PuyallupTribe-nsn.gov)

**Lisa Melendez**, Director

Phone: (253) 573-7952

Cell: (253) 442-5393

Email: [Lisa.Melendez@PuyallupTribe-nsn.gov](mailto:Lisa.Melendez@PuyallupTribe-nsn.gov)

**Tanya Coats**, Administrative Assistant

Phone: (253) 573-7942

Cell: (253) 389-1574

Email: [Tanya.Coats@PuyallupTribe-nsn.gov](mailto:Tanya.Coats@PuyallupTribe-nsn.gov)

**Justin Satiacum**, Compliance Officer

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**Derek Black**, Compliance Officer

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**Dion Hargrove**, Compliance Officer

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**Penny Fryberg**, Compliance Officer

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Email: [Penny.R.Fryberg@PuyallupTribe-nsn.gov](mailto:Penny.R.Fryberg@PuyallupTribe-nsn.gov)

**Derek Youckton**, Dispatcher

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Cell: (253) 778-0203

Email: [Derek.Youckton@PuyallupTribe-nsn.gov](mailto:Derek.Youckton@PuyallupTribe-nsn.gov)

## **PART B**

### **QUICK REFERENCE GUIDE**



# TERO Compliance Quick Reference Guide



<b>Step 1: TERO Orientation Compliance Agreement</b>	<p>All projects over \$20,000.00 or more it is required that all contractors and subs attend a mandatory TERO Orientation and sign a Compliance Agreement with the TERO Program.</p> <p style="text-align: center;"><b>Contact TERO Program</b> (253) 573-7846 Main Line (253) 680-5997 Fax <a href="mailto:TERO@puyalluptribe-nsn.gov">TERO@puyalluptribe-nsn.gov</a> email</p> <p>Note:</p> <ol style="list-style-type: none"><li>1. Any contractors/sub-contractors failing to attend the mandatory TERO orientation or fail to submit an acceptable compliance plan may be denied the right to commence or continue business within the jurisdiction of the Puyallup Tribe of Indians.</li><li>2. Contractor's responsibility to provide a copy of the approved TERO Compliance Agreement prior to mobilizing on site.</li></ol> <p>Reference:</p> <ul style="list-style-type: none"><li>• Questions and Answers/What is TERO?</li><li>• Compliance Plan Required Information Sheet (<i>completed by the contractor</i>)</li><li>• Tribal Employment Rights Ordinance/Contractor's Compliance Agreement (<i>completed by TERO for signatures</i>)</li></ul> <p>*Contracts \$20,000.00 or less must have required work permits. Reference Step 4 of this guide.</p>
<b>Step 2: Key Personnel</b>	<p>Key Personnel: (25% Key Personnel Allowance)</p> <ul style="list-style-type: none"><li>• All Key Personnel must be approved by TERO Program</li></ul> <p>Key Personnel Rule:</p> <ul style="list-style-type: none"><li>• Examples: Owner, Supervisor, Superintendent, Foreman, Project Manager, Project Engineer, and Safety</li><li>• Holds top supervisory position</li><li>• Is or has been on the employer's annual payroll for 1 year or more</li><li>• Work permits required for all approved key personnel</li></ul>



# TERO Compliance Quick Reference Guide



	<ul style="list-style-type: none"><li>• Key Personnel with Tribal Affiliation complete TERO's Application for Employment</li></ul> <p>Note: All key personnel positions must be approved in advance by the TERO Program.</p> <p>Reference:</p> <ul style="list-style-type: none"><li>• TERO Application for Employment</li><li>• Sample Work Permit</li></ul>
<b>Step 3: Non-Key Personnel</b>	<p>Non-Key Personnel: (75% TERO Hiring Rate)</p> <ul style="list-style-type: none"><li>• All Non-Key Personnel must be approved by TERO Program</li></ul> <p>Non Key-Personnel Rule</p> <ul style="list-style-type: none"><li>• Non-Key Personnel applies to all Trade Personnel</li><li>• All current Non-Key personnel complete TERO Application for Employment</li><li>• Open positions- complete Contractor Employee Request Form</li><li>• Work Permits are issued for all non-tribal approved non-key personnel</li><li>• All Puyallup Tribal Members and members' affiliated with other Tribes will be dispatched with and Introduction Card. It is the Employers responsibility to ensure information on card is correct including wage rate.</li></ul> <p><b>Contact Assigned TERO Compliance Officer</b> <i>*Allow 48 hours for requests*</i></p> <p>Note: The employer agrees not to terminate any TERO client until the TERO Office has been notified and given opportunity to provide counseling.</p> <p><b>Contact TERO Office</b> (253) 573-7846 Main (253) 680-5997 Fax <a href="mailto:TERO@puyalluptribe-nsn.gov">TERO@puyalluptribe-nsn.gov</a> Email</p>
<b>Step 4: Contracts for Suppliers</b>	<p>Contracts for Suppliers</p> <ul style="list-style-type: none"><li>• Complete Compliance Plan Required Information Sheet</li></ul>



# TERO Compliance Quick Reference Guide



	<ul style="list-style-type: none"><li>• Complete Employee Request Form for all Non-Key Personnel positions</li><li>• Supply TERO with a list of all Key Personnel employees</li></ul>
<b>Step 5: Reports</b>	<p>Monthly Reports:</p> <ul style="list-style-type: none"><li>• Payroll reports are due to TERO Office by the 10<sup>th</sup> of the following month.</li></ul> <p>Email: <a href="mailto:TERO.Reports@puyalluptribe-nsn.gov">TERO.Reports@puyalluptribe-nsn.gov</a></p> <ul style="list-style-type: none"><li>• Client Evaluation for TERO Client due to the TERO Office by the 10<sup>th</sup> of the following month. Note: use Client Evaluation as a mentoring tool.</li></ul>
<b>Step 6: Notice of Violation</b>	<p>TERO Notice: Subchapter 9 Enforcement, Section 3.24.340 of the Puyallup Tribal Code</p> <p><b>Contact TERO Director</b> (253) 573-7846 Main (253) 680-5997 Fax <a href="mailto:TERO@puyalluptribe-nsn.gov">TERO@puyalluptribe-nsn.gov</a> Email</p>
<b>Step 7: Miscellaneous Documents</b>	<p>Misc. Documents included in Orientation Packet</p> <ul style="list-style-type: none"><li>• TERO Approved Contractor's List</li><li>• Tribal Labor Agreement</li><li>• Proposed TERO Wage Scale</li></ul>

## **PART C**

### **COMPLIANCE INFORMATION**



# TRIBAL EMPLOYMENT RIGHTS OFFICE

## Compliance Information

The following information is required prior to the actual compliance signing and/or before mobilization on-site. All companies awarded a contract of \$20,000.00 or less, as well as any service, trucking and delivery companies must complete this form. The TERO fee will not be applicable, however Indian Preference in Employment and Contracting does still apply. (Ord: 3.24.030, 3.24.040, 3.24.050, 3.24.060, 3.24.070, 3.24.080, 3.24.090)

### PROJECT INFORMATION

Project Name	
Project Location	
Contract Awarded By	
Contract Amount	
Anticipated Start Date	
Duration of Project	

### COMPANY INFORMATION

Company Name			
Contact Name		Title	
Phone number		Email	
Address			
Scope of Work			
Union: Yes      No	Union #		

### SUBCONTRACTOR INFORMATION

Were Indian Preference Contractors provided the opportunity to bid?      Yes      No	
If no, please explain:	
Company Name	
Scope of Work	
Contract Amount	

<b>Company Name</b>	
<b>Scope of Work</b>	
<b>Contract Amount</b>	

<b>Company Name</b>	
<b>Scope of Work</b>	
<b>Contract Amount</b>	

## TEAM STRUCTURE

Identify your Key Personnel who will be onsite. A key personnel employee is an Owner, Superintendent, Foreman, Project Manager, Foreman or any individual who holds a top supervisory position within the firm which is vital to operations. Key personnel are subject to final approval by TERO.

Name	Title / Position	Years of Employment	Tribal Affiliation	Tribe
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	

Identify your Non-Key Personnel you are requesting to be onsite. Non-key personnel is an employee that does not have a supervisory role. Non-key personnel are subject to TERO approval.

Name	Title / Position	Years of Employment	Tribal Affiliation	Tribe
			Yes No	
			Yes No	
			Yes No	
			Yes No	
			Yes No	



Name	Title / Position	Years of Employment	Tribal Affiliation	Tribe
			Yes No	
			Yes No	
			Yes No	

## Labor Force Request to TERO.

Position / Title	Length of employment	Date needed	How many positions ?	Certifications required?
				Yes No
				Yes No
				Yes No

## Indian Preference Subcontractor Request

Company Name or Scope(s) of work to be performed	Estimated duration	Union Preferred?
		Yes No
		Yes No
		Yes No

### 3.24.030 Indian preference in employment.

All covered employers, for all employment on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries, shall give preference to qualified Indians, with the first preference to local Indians, in all hiring, promotion, training, lay-offs, and all other aspects of employment. Such employers shall comply with the rules, regulations, guidelines and orders of the Puyallup Tribal Employment Rights Commission which sets forth the specific obligations of employers in regard to Indian preference and local Indian preference. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.310]

### 3.24.040 Application of Indian preference requirements.

These requirements shall not apply to any direct employment by the Puyallup Indian Tribe, the federal, state, or other governments or their subdivisions. It shall apply to all the contractors or grantees of such governments and to all commercial enterprises operated by such governments. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.320]

### 3.24.050 Indian preference in contracting.

All entities awarding contracts or subcontracts for supplies, services, labor, or materials in the amount of \$20,000 or more where the majority of the work on the contract or subcontract will occur on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries shall give preference in contracting and subcontracting to qualified entities that are certified by the Commission as 51 percent or more Indian-owned and controlled, with a first preference to qualified entities that are 51 percent or more owned and controlled by local Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.330]

### 3.24.060 Application of Indian preference in contracting.

These requirements shall not apply to the award of contracts awarded directly by the Tribal Council of the Puyallup Tribe of Indians, by the federal or state government or their subdivisions. These requirements shall apply to any contract awarded by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians for approval. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.340]

### 3.24.070 Tribal programs or divisions.

Tribal programs or divisions other than commercial enterprises shall not be required to comply with this chapter but shall, when submitting a contract to the Tribal Council for approval, indicate as part of the submission to the Council the steps taken to award the contract to a local Indian contractor. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.350]

### 3.24.080 Subcontracts included.

This chapter shall apply to all subcontracts awarded by a Tribal, federal, or state direct contractor or grantee, whether or not the prime contract was subject to this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.360]

**3.24.090 All covered entities to comply.** All covered entities shall comply with the rules, regulations, guidelines and orders of the Commission which set forth the specific obligations of such entities in regard to Indian preference in contracting and subcontracting. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.370]

**Any questions or concerns may be directed to the TERO Office at (253) 573-7846 or  
[TERO@puyalluptribe-nsn.gov](mailto:TERO@puyalluptribe-nsn.gov)**

## **PART D**

### **CONTRACTOR COMPLIANCE AGREEMENTS**



PUYALLUP TRIBE OF INDIANS  
Tribal Employment Rights Office

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TRIBAL EMPLOYMENT RIGHTS ORDINANCE

**Notice To Construction Contractors**

Notice is hereby given that the Puyallup Tribe of Indians has a Tribal Employment Rights Ordinance in effect covering Indian Preference in Employment, Training, Contracting, Sub- Contracting, Wages, Fees & Taxes. All bidders must contact the Puyallup Tribal Employment Rights Office to obtain all relevant information PRIOR to bidding. All Contractors and Sub-Contractors must attend a mandatory TERO Orientation and sign a Compliance Agreement with the TERO Office, BEFORE commencing any work or mobilizing on site, within the jurisdiction of the Puyallup Tribe of Indians.

**Construction Contractors are advised that Section 3.24.220 of the Puyallup Tribe's TERO States:**  
*Every covered employer/entity with a construction contract in the sum of 20,000 or more shall pay a fee of two and a half percent (2.5% of the total amount of the contract). Such fee shall be paid by the employer/entity prior to commencing work within the jurisdiction of the Puyallup Tribe. Where good cause is shown, the Director may authorize payment of the fee in installments over the course of the contract period.*

Any Contractors/Subcontractors or Covered Entities failing to contact the TERO office, attend the mandatory TERO Orientation or failure to submit an acceptable Compliance Plan may be denied the right to commence or continue business within the jurisdiction of the Puyallup Tribe of Indians.

Bidders are required to contact the TERO Office for information concerning TERO requirements in the following areas:

-TERO Orientation

-Indian Preference Employment

-Indian Training Opportunities

-Indian Preference in Contracting

-Wages & Pay Rates

-Indian Preference in Sub-Contracting

-TERO Fees & Taxes

**If you intend to bid on a project within Puyallup Tribe of Indians jurisdiction, Please contact the TERO Office immediately.**

**Main Office: (253) 573-7846    Fax: (253) 680-5997    Email: [TERO@puyalluptribe-nsn.gov](mailto:TERO@puyalluptribe-nsn.gov)**

*Note: Section 3.24.060 of the TERO States: These requirements shall not apply to award of contracts awarded directly by the Tribal Council of the Puyallup Tribe, by the federal or state government or their subdivisions. These requirements shall apply to any contract award by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians.*



# Contractor Compliance Agreement

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PROJECT NAME: \_\_\_\_\_ NO. \_\_\_\_\_

WHEREAS, the Tribal Employment Rights Office (TERO), and \_\_\_\_\_,  
through its representative \_\_\_\_\_, have entered into an agreement as a result of  
\_\_\_\_\_, being awarded a contract for \_\_\_\_\_ AND,,

WHEREAS, Employer is hereby notified that no construction activity shall commence within the  
Puyallup Tribe of Indians Reservation until a written plan for Contractor Compliance with Tribal Indian  
Preference laws has been agreed to.

THEREFORE PARTIES AGREE AS FOLLOWS:

ARTICLE I – CONTRACTOR: \_\_\_\_\_, hereinafter referred to as the  
Employer, agrees to comply with the TERO Ordinance procedures for the selection of its employee(s).

ARTICLE II – EMPLOYMENT PRIORITY: The Employer agrees to utilize the TERO Hiring Hall for  
reference of a qualified, available labor force in the hiring of its employee(s).

ARTICLE III – EMPLOYMENT REQUIREMENTS: The Employer agrees to abide by the Hiring Requirements  
(Utilization Plan); and that any employee(s) hired must be cleared by TERO in writing, the forms to be  
provided by TERO. *Any non-Indian found to be working on the project, who is not cleared by TERO will  
be considered to be unlawfully employed and will cause the Employer to be subject to sanction(s) as  
provided for in the TERO Ordinance.* Indians referred by TERO will fill all laborer, training and/or  
apprentice positions.

TERO reserves the right to negotiate for any positions in addition to those listed in the Utilization Plan,  
which are the minimum that must be hired by the Employer. Wages will be paid according to  
applicable laws, when due.

Whenever the Employer determines an Indian employee referred by TERO is not performing  
adequately, and may be in jeopardy of being terminated, the employer shall notify TERO about the  
problem. TERO shall provide job counseling to the employee(s). The Employer agrees not to terminate  
any Indian employee until the TERO has been notified and given an opportunity to provide counseling.

\_\_\_\_\_  
Employee Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
TERO Representative

\_\_\_\_\_  
Date



# Indian Preference Agreement

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WHEREAS, this agreement is negotiated and entered pursuant to the Puyallup Tribe's Employment Rights Ordinance, (TERO) and

WHEREAS, \_\_\_\_\_, Company has successfully been awarded a contract for certain construction activities located on the Puyallup Indian Reservation; and

WHEREAS, \_\_\_\_\_, Company is an Employer (hereinafter "Employer"),

WHEREAS, the mission of TERO is to protect tribal sovereignty by supporting Tribal Member self sufficiency through enforcing Indian Preference requirement in Employment, Training, and Contracting Opportunities; and

WHEREAS, the Director of Tribal Employment Rights Office (hereinafter "Director") has been delegated the authority to negotiate "employment goals and procedure for meeting those goals with employers and labor unions, and to work with employers and unions to ensure that those goals are met"; and

WHEREAS, Employer agrees to fully comply with the Tribal TERO law.

NOW THEREFORE BE IT RESOLVED, the Employer and the Director agree as follows:

1. The tribe has an Indian employment ratio requirement of 25/75 including Core Crew, if there are qualified Indians to fill employment positions.
2. The Director agrees to refer specific Indians to fill each non-core crew position. The Director will first refer qualified Indian applicants and next will refer interested Indian individuals desiring training opportunities. Employer will expeditiously use its hiring procedure to determine whether an individual referred by TERO is eligible to be hired. Employer agrees to require all subcontractors to hire and train Indian individuals on all subcontract work consistent with the tribe's TERO Ordinance.
3. Employer agrees to hire and/or train Indian individuals to work with the core crew on a full time basis during the project period.
4. The project period runs \_\_\_\_\_ days, starting \_\_\_\_\_.
5. Employer will provide all information requested by the Director in a timely manner to decide and to verify employment decisions.
6. The Employer is encouraged to work with TERO to develop a training program in addition to 3 above, under 03.24.180 (d) of the Ordinance. This program shall be implemented only if needed as determined by the Director after 50 days of project construction. If it is determined that such a program is needed, the Director and Employer shall negotiate in good faith an appropriate job readiness-training program.

7. The Director shall be in receipt of the following in a timely manner:
- A. All job positions for the project together with job descriptions.
  - B. All employees hired to date shall be reported by name and qualifications, if requested.
  - C. All equipment leased or rented to date and future anticipated leasing or rental should be listed. Said listing shall include the name and address of the company from which the equipment is leased or rented and whether the company is Indian-Owned.
  - D. A copy of all certified weekly payrolls or monthly employee report form submitted to the TERO office each month no later than the 10<sup>th</sup> day of the following month.
  - E. Employer agrees to pay by \_\_\_\_\_, the TERO tax to the tribe in the amount of 2.5% of the total contract, to include all change orders.
8. If the Director determines that this Agreement has not been met in good faith, they shall proceed with enforcement of the TERO Ordinance as provided in Subchapter 9 thereof and tribal court may use any and all remedies specified in Subchapter 10 thereof.
9. Employer agrees to use all Indian subcontractors listed in this bid proposal on all work in the dollar amounts listed therein. Employer further agrees to timely pay all Indian and non-Indian employees and subcontractors.

\_\_\_\_\_  
Employee Signature and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
TERO Representative

\_\_\_\_\_  
Date



# Utilization Plan

**Please complete these documents in their entirety. Incomplete Compliance Plans will not be accepted.  
Compliance Plans need to be submitted 48 hours minimum prior to your project start date.**

Prime/Subcontractor Name	
Prime/Subcontractor License#	
Orientation Date:	Time:
Location: Puyallup Tribe of Indians TERO, Tacoma, 98404  1423 East 29th Street, Tacoma, WA 98404, 2nd floor	TERO Indian Preference Firm (IP Firm): <input type="checkbox"/> Yes <input type="checkbox"/> No
Prime Contractor:	Hiring Contractor (if any):
Project Name:	Hiring Contractor License #:

## Subcontract Detail

Contact Name	
Contact Phone	
Prime/Subcontractor Address	
Current Union Agreements: Local #	
Contract Sub-package Name/Identifier	
Prime/Subcontract Dollar Amount	
Approximate Start Date	
Approximate Completion Date	
Job Site Location	
Job Superintendent	
Job Site Phone	
Craft Hiring Rep	
Project Manager	
Shifts	
Payday(s)	
Date Pay Period Ends	

First Aid Provider Hospital	
Worker Parking Provisions	
Drinking Water Provided by	<input checked="" type="checkbox"/> General Contractor <input checked="" type="checkbox"/> Subcontractors
Sanitation Facilities Provided by	<input type="checkbox"/> General Contractor <input type="checkbox"/> Subcontractors
Number of Workers & Crafts Expected	
Does your company have state industrial insurance?  If no, list the name of your private insurance company?	
Have any of the company staff/key personnel attended a TERO cultural sensitivity workshop?	
Have you received a copy of the TLA	<input type="checkbox"/> Yes <input type="checkbox"/> No
Have you reviewed the workforce goals and requirements for the project?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you prepared to meet the stated Indian Preference goals?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "NO" what is preventing you from meeting the stated goals?	





# Subcontractors Request to TERO

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**NOTE:** Indian Preference subcontract percentage shall be at 100%. (If the TERO Office has qualified Indian Preference Subcontractors, 100% is expected to be hired)

## SUBCONTRACTOR:

Company: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Total Bid: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Company: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Total Bid: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Company: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Total Bid: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Company: \_\_\_\_\_ Type of Work: \_\_\_\_\_

Total Bid: \_\_\_\_\_ Project Cost: \_\_\_\_\_

Total Subcontract Dollars: \$ \_\_\_\_\_

Total Indian Preference Subcontractor Dollars: \$ \_\_\_\_\_

Total Indian Preference Subcontractor Percent Dollars: \_\_\_\_\_

**NOTE:** All Indian Preference bids will be considered acceptable if the "Qualified Contractor" is within reasonable prototype cost and/or estimate.

The Tribal TERO Office provides and maintains a listing of Indian owned construction and contracting companies.



# Labor Force

*Indian Preference in Employment is expected to be 100% if the TERO Office has qualified IP Employees.*

Craft	Peak / Average	Date Needed
Asbestos Workers		
Boiler Makers		
Brick Layers		
Carpenters		
Cement Masons		
Electrical Workers (Inside Wiremen)		
Electrical Workers (Outside Wiremen)		
Elevator Constructors		
Glaziers		
Insulators		
Iron Workers (Structural/Rebar)		
Iron Workers (Ornamental/Architectural)		
Laborers		
Millwrights		
Operating Engineers		
Painters		
Pile Drivers		
Plumbers & Pipefitters		
Plasterers		
Roofers		
Sheet Metal Workers		
Teamsters		
Other Craft: _____		



# Project Staff

---

<b>Owner:</b>	
Office Contact #	
Cell Contact #	
Email Address	
<b>Office Contact/Dispatch:</b>	
Office Phone	
Cell Phone	
Email Address	
<b>Project Manager:</b>	
Office Phone	
Cell Phone	
Email Address	
<b>Safety Representative:</b>	
Office Phone	
Cell Phone	
Email Address	
<b>Drug Test Coordinator:</b>	
Office Phone	
Cell Phone	
Email Address	

At least two (2) active project staff (1 office staff and 1 field Supervisor) are required to attend the mandatory TERO Orientation.

Have either of the above named attended the TERO Orientation within the last two (2) years?    Y            N

If yes or no, reference the name of attendee and date they have or will be certified:

Office Attendee:

Date:

Field Attendee:

Date:



# Key-Personnel Worker List

Contractors without a collective bargaining agreement with Unions signatory to the Puyallup Tribe TLA may employ up to 25% of their own core workers.

A **Key Employee** is an employee that meets all the following (3.24R):

- is and has been on the employers or subcontractors annual payroll for no less than one year, (the fact that an employee has worked for the employer on a previous project shall not qualify that employee as a key personnel employee
- is an owner of the firm,
- holds a top supervisory position within the firm and is essential to the firms operations, such that the firm would suffer a financial loss if it is not able to employ that person.

Prior to award, the apprant low bidder, and prior to commencing work all subcontractors shall identify their key personnel employees. Such employees may be employed on the project whether or not they are Indian. A **Key Employee** includes a top supervisory employee or an employee who performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer, and that employee has been on the employers' or contractors annual payroll for a period of 1 (one) year continuously. The contractor or any subcontractors that fill vacant employment positions within its organization immediately prior to undertaking work pursuant to this contract shall set forth evidence acceptable to the TERO office that its actions were not intended to circumvent these requirements.

**Key workers and Non-Key workers must place their name with the respective union hall dispatch prior to work.**

Employee Name	Classification List Owner, Supervisor, Superintendent, Foreman, or other Lead title	Years Employed	Has worker been on payroll for a period of 1 year?	Does worker have any tribal affiliation?
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Non-Key worker request for clearance. These employees will only be granted clearance if TERO is unable to locate a qualified employee to fill the position.**

**NON-KEY WORKER LIST:**

Name	Classification	Years Employed	Has worker been on payroll for more than one (1) year?	Does worker have any tribal affiliation?	Name of Tribe
	Apprentice		Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	
			Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>	

All Key and non-key workers with Tribal Affiliation and/or descendency must submit a TERO application and provide Tribal Identification or letter of descendency papers for verification

For additional non-key crew, print additional pages.



# Buy Indian Act Policy

## Request for Products or Supplies

**NOTE:** An Indian Preference Policy on all projects will be maintained where applicable.

Contractor [ ]

Subcontractor [ ]

Product Or Supply	Quantity	Product Or Supply	Quantity
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

**NOTE:** All "Buy Indian Products" will be considered acceptable if the qualified supplier is within the controllable estimate. (The controllable estimate shall be obtained from three (3) random suppliers, and averaged)

TERO provides and maintains listings of Indian Owned suppliers, vendors, manufacturers, repair, and maintenance firms.

## Request for Rental Equipment

**NOTE:** An Indian Preference Policy on all rental equipment will be maintained where applicable.

Contractor [ ] Subcontractor [ ]

Type of Equipment	Quantity	Type of Equipment	Quantity
1.		6.	
2.		7.	
3.		8.	
4.		9.	
5.		10.	

All Indian Preference rental bids will be considered acceptable if the qualified supplier is within the controllable estimate. (The controllable estimate shall be obtained from three (3) at random rentals and averaged)

TERO provides and maintains a listing of rental equipment available to assist you with completion of your project.

Puyallup Tribe TERO  
General/Sub Name: \_\_\_\_\_



# TERO Employment Rights Ordinance

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The foregoing Utilization Plan is fully acceptable on behalf of the Tribal Employment Rights Ordinance and TERO Office.

\_\_\_\_\_  
Company Represented

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Phone Number

Dated this \_\_\_\_\_

\_\_\_\_\_  
Company Representative Signature

\_\_\_\_\_  
Representative Title

\_\_\_\_\_  
TERO Representative

Puyallup Tribe TERO  
General/Sub Name: \_\_\_\_\_



## TERO Employment Rights Fee

---

Company: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

### **Puyallup Tribal Employment Rights Ordinance Requires:**

**3.24.220** (a): Every covered employer or entity attaining a contract of \$20,000.00 or more shall pay a one (1) time Employment Rights Fee of 2.5% of the total amount of the contract award. The fee may be paid in installments over the length of the contract if approved by the TERO Director.

Lump sum payment: [    ]

Conditional progress payment:

Employment Rights Fee Due:

Contract Amount: \$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

APPROVED: [    ]

DENIED [    ]

\_\_\_\_\_  
TERO Representative

Company: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_





# Tribal Employment Rights Office

## EMPLOYEE REQUEST FORM

**A Minimum of 48 Hours is required for TERO to fill any requested position**

-All fields must be filled out and form completed in its entirety. An incomplete form will not be accepted.

-Undue hiring criteria listed for a position that would intentionally prevent a TERO Client from being dispatched will not be accepted.

### **PROJECT INFORMATION**

Project Name	
Project Location	
Company Name	
Contact Name	
Title	
Phone Number	

### **EMPLOYEE REQUEST INFORMATION**

Position Title		How Many	
Position Type	Full Time    Part Time	Pay Rate	
Hours Per Week		Shift(s)	Days    Nights    Weekends    OT
Start Date		Start Time	
Level	<input type="checkbox"/> Apprentice/What year?		Journeyman
Union or Non Union		Union #	
Reports to		Contact	Location
If Position is unfillable by TERO, employee who will fill position			

### **POSITION INFORMATION**

General Job Description/ Duties:


Work Experience Requirements (Please Include Any Licenses, Certifications Etc If Required) :


Pre-Employment Screening (UA, 19 and W9 etc) :


### **TERO Office Use Only**

Reviewed By		Date Hired	
Approved by		If No Hire, Reason	

TERO@puyalluptribe-nsn.gov  
253-573-7846

**PART E**

**TERO WAGE SCALE – 2021**



# Tribal Employment Rights Office

## Client Wages

These wages are base minimum pay for Non-Union Companies.

\*Fringe Benefits are not included in these wages.

COMMERCIAL PROJECT	
TRADE / POSITION	WAGE
Asbestos / Abatement	\$32.41
Boiler Maker	\$48.73
Brick / Block Maker	\$36.34
Carpenter	\$35.38
Cement Mason	\$39.14
Drywall Hangers / Tapers	\$39.77
Electrician	\$40.22
Electrician—Outside Lineman	\$46.27
Elevator Mechanic	\$57.35
Fence Erector	\$24.36
Flagger	\$26.70
Glazier	\$41.14
Heat & Frost Insulator	\$39.66
Heating Equipment Mechanic	\$37.09
Heavy Equipment Operator	\$38.93
HOD Carrier / Mason Tender	\$32.20
Insulation Applicator / Installer	\$35.25
Ironworker	\$41.92
Laborer (General Laborer)	\$30.11
Landscaping & Planting	\$16.51
Painter	\$28.32
Pipe Layer	\$33.40
Plasterer	\$35.88
Plumber / Pipe Fitter	\$43.90
Refrigeration & A/C Mechanic	\$52.60
Roofer	\$31.95
Sheet Metal Worker	\$47.47
Soft Floor Layer / Carpet	\$34.10
Sprinkler Fitter (Fire Protection)	\$42.89
Terazzo / Tile Finisher	\$30.26
Tile Setter	\$36.19
Traffic Control Striper	\$37.95
Truck Driver (Dump Truck & Trailer)	\$24.17

RESIDENTIAL PROJECT	
TRADE / POSITION	WAGE
Asbestos / Abatement	\$24.35
Boiler Maker	\$24.42
Brick Mason	\$28.73
Carpenter	\$28.51
Cement Mason	\$29.12
Drywall Applicator	\$33.94
Drywall Taper	\$39.19
Electrician	\$26.05
Glazier	\$30.81
Heating Equipment Mechanic	\$21.63
Heavy Equipment Operator	\$27.62
HOD Carrier / Mason Tender	\$22.16
Insulation Applicator / Installer	\$21.08
Ironworker	\$26.09
Laborer (General Laborer)	\$20.40
Landscaping & Planting	\$13.88
Painter	\$21.08
Pipe Layer	\$21.77
Plasterer	\$24.27
Plumber / Pipe Fitter	\$27.99
Power Line Tree Trimmer	\$26.14
HEO Underground	\$25.79
Refrigeration & A/C Mechanic	\$45.13
Roofer	\$21.84
Sheet Metal Worker	\$34.37
Soft Floor Layer / Carpet	\$30.82
Sprinkler Fitter (Fire Protection)	\$29.20
Terazzo / Tile Finisher	\$20.34
Tile Setter	\$15.29

-Union Member clients will be paid Union Scale Wage.

-Non Union Clients dispatched to a Union Company will receive Union Scale with fringe benefits applied directly to wages.

-Journeylevel Union Clients working for a TLA Signatory Union Company reserve the right to opt out of the Union on projects within the Puyallup Tribe Reservation within two weeks of hire.

**PART F**

**INDIAN PREFERENCE CONTRACTOR DIRECTORY  
&  
LABOR AGREEMENT**

# **PUYALLUP TRIBE OF INDIANS**

## **TRIBAL EMPLOYMENT RIGHTS OFFICE**



### **TERO CERTIFIED**

### **INDIAN PREFERENCE CONTRACTOR**

### **DIRECTORY**

1423 East 29th Street - Suite 238 Tacoma Wa 98404 - Office (253) 573-7846 - Fax (253) 680-5997

**Notice to all Entities and General Contractors who are awarding/awarded contracts within Puyallup Tribal Reservation jurisdiction. Please reference the Ordinance below regarding Indian Preference in Contracting:**

**3.24.050 Indian preference in contracting.**

All entities awarding contracts or subcontracts for supplies, services, labor, or materials in the amount of \$20,000 or more where the majority of the work on the contract or subcontract will occur on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries shall give preference in contracting and subcontracting to qualified entities that are certified by the Commission as 51 percent or more Indian-owned and controlled, with a first preference to qualified entities that are 51 percent or more owned and controlled by local Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.330]

**3.24.060 Application of Indian preference in contracting.**

These requirements shall not apply to the award of contracts *awarded directly* by the Tribal Council of the Puyallup Tribe of Indians, by the federal or state government or their subdivisions. These requirements shall apply to any contract awarded by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians for approval. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.340]

**3.24.080 Subcontracts included.**

This chapter shall apply to all subcontracts awarded by a Tribal, federal, or state direct contractor or grantee, whether or not the prime contract was subject to this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.360]

**3.24.090 All covered entities to comply.**

All covered entities shall comply with the rules, regulations, guidelines and orders of the Commission which set forth the specific obligations of such entities in regard to Indian preference in contracting and subcontracting. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.370]

**Puyallup TERO supports all of our Certified Indian Preference Contractors and Companies.**

**We encourage the support and utilization of these I.P. Firms regardless if a project is subject to TERO jurisdiction or not, be it an on or off reservation project.**

# Directory of Services

Category	Page	Category	Page
Architecture	4	Land Use Planning	9
Artwork & Designs	4	Masonry	9
Asbestos / Abatement	4	Mechanical/Plumbing	9
Carpentry	4	Moving	9
Carpet	4	Painting	9
Cleaning/Construction Cleanup/	4	Printing	9
Communications	4	Product Supplies	9
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Electrical	5 & 6	Site Preparation	11
Engineering	6	Steel/Iron work	11
Fencing	6	Stone & Tile	11
Finance	6	Supply	11
Fire Protection	6 & 7	Surveying	11
Flooring	7	Telecommunications/Technologies	11
General Contracting & Construction	7	Traffic Control	11
Heavy Civil Construction	7 & 8	Trucking & Transport	12
Heavy Equipment Operation (HEO),	8	Utilities	12
Highway Construction	8	Video Production	12
HVAC	8	Welding	12
Landscape	8		

**Although Companies & Contractors are listed within each known scope, we encourage contacting each company as they may be capable of additional services**

## Architecture

## Artwork & Designs

### Speakthunder Galleries

Bus: (541) 325-2671

Email: [Speakthunder32@gmail.com](mailto:Speakthunder32@gmail.com)

## Asbestos/Abatement

## Carpentry

### Nixon Construction

(425) 418-5995

601 Lakeside Way SW Mattawa WA 99349

[Kevin.nixon@nixon-construction.com](mailto:Kevin.nixon@nixon-construction.com)

## Carpet

### Great Floors LLC

(253) 474-9034

6818 Tacoma Mall Blvd, Tacoma, WA 98409

<https://www.greatfloors.com/>

## Cleaning/Construction Clean Up/Maintenance

### Baxters Carpet Cleaning

(360) 266-8109

PO Box 98 Bucoda, Wa 98530

[baxterscarpetcleaning@yahoo.com](mailto:baxterscarpetcleaning@yahoo.com)

### Omega Services & Supply

(253) 804-6000

3705 West Valley Highway N Auburn, Wa 98001

[Omegaservicesandsupply.com](http://Omegaservicesandsupply.com)

## Communications

### Roads West Inc Communications

(360) 403-8782

[info@roadswestinc.com](mailto:info@roadswestinc.com)

PO Box 263 Arlington, Wa 98223

[Roadswestinc.com](http://Roadswestinc.com)

### Omega Services & Supply

(253) 804-6000

3705 West Valley Highway N Auburn, Wa 98001

[Omegaservicesandsupply.com](http://Omegaservicesandsupply.com)



## Concrete

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

### Omega Services & Supply

3705 West Valley Highway N Auburn, Wa 98001

(253) 804-6000

Omeegaservicesandsupply.com

## Consulting

### Process Resolutions Inc

20206 110th Ave Ct E Graham, Wa 98338

(253) 875-3113

## Crane & Rigging

### Barnhart Crane & Rigging

7625 S 228th St Kent, Wa 98032

(253) 630-6244

BarnhartCrane.com

### Industry Erectors

1429 Avenue D #267 Snohomish, Wa 98290

Office: (425) 305-3581 Field: (425) 879-7334

Industryerectors.com

## Demolition

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

## Drywall / Sheetrock

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

## Electrical

### Cowlitz Electric Construction

751 Schaffran Rd Castle Rock, Wa 98611

(360) 274-2929

cowlitzelectric@gmail.com

### Kodiak Electric

34419 Thomas Rd Eatonville, Wa 98328

(253) 722-4739

kodiakelectric@hotmail.com

## Electrical

### Nisqually Construction Services

12820 Yelm Hwy SE Suite H Olympia, Wa 98513

(253) 722-5928 info@NisquallyConstruction.com

Nisquallyconstruction.com

### OHM Electrical Contracting

620 S Orcas St Suite 80127 Seattle, Wa 98108

(206) 678-6744

ohmelectricalcontracting.com

### Rodarte Construction Inc

17 E Valley Highway E Auburn, Wa 98092

(253) 939-0532

Facebook.com/rodarteconstructioninc

### Smart Homes Electric Inc

6412 Fairlawn Dr SW Lakewood, Wa 98499

(253) 582-4663

### Sundancer Electric

8041 S 228th St Suite 101 Kent, Wa 98032

(253) 398-2999 info@sundancerelectric.com

Sundancerelectric.com

## Engineering

### Akana

6400 SE Lake Road, Suite 270 Portland OR 97222

(971) 404-1622

Www.akana.us

### OHM Electrical Contracting

620 S Orcas St Suite 80127 Seattle, Wa 98108

(206) 678-6744

ohmelectricalcontracting.com

### Tribal Fire Systems

1565 S Rolling Hills Dr Meridian, ID 83642

(208) 906-8792 Jessica@tribalfiresystems.com

Tribalfiresystems.com

## Fencing

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

## Finance

### Commodore Asset Management

1206 N Fife St Tacoma, Wa 98406

(253) 279-4781

## Fire Protection

### Access Fire Extinguishers

PO Box 7576 Covington Wa 98042

Bus: (425) 413-2648 Mobile: (206) 380-6442

admin@accessfireprotection

### Omega Services & Supply

3705 West Valley Highway N Auburn, Wa 98001

(253) 804-6000

Omegaservicesandsupply.com

## Fire Protection

### Tribal Fire Systems

1565 S Rolling Hills Dr Meridian, ID 83642

(208) 906-8792 Jessica@tribalfiresystems.com

Tribalfiresystems.com

## Flooring

### Great Floors LLC

6818 Tacoma Mall Blvd, Tacoma, WA 98409

(253) 474-9034

<https://www.greatfloors.com/>

## General Contracting & Construction

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### JKT Development

1033 Old Blyn Hwy Sequim, Wa 98382

(360) 681-4650

### Marshbank Construction Inc

(425) 377-9708

### Nisqually Construction Services

12820 Yelm Hwy SE Suite H Olympia, Wa 98513

(253) 722-5928

info@NisquallyConstruction.com

Nisquallyconstruction.com

### Nixon Construction

601 Lakeside Way SW Mattawa, Wa 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

### Rodarte Construction Inc

17 E Valley Highway E Auburn, Wa 98092

(253) 939-0532

Facebook.com/rodarteconstructioninc

### Tru Colors Contracting

17122 45th St E Lake Tapps, Wa 98391

(253) 447-7063

## Heavy Civil Construction

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### JKT Development

1033 Old Blyn Hwy Sequim, Wa 98382

(360) 681-4650

### Nisqually Construction Services

12820 Yelm Hwy SE Suite H Olympia, Wa 98513

(253) 722-5928

info@NisquallyConstruction.com

Nisquallyconstruction.com

## Heavy Civil Construction

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

### Rodarte Construction Inc

17 E Valley Highway E Auburn, Wa 98092

(253) 939-0532

Facebook.com/rodarteconstructioninc

## Heavy Equipment Operation (HEO), Excavation

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### JKT Development

1033 Old Blyn Hwy Sequim, Wa 98382

(360) 681-4650

## Highway Construction

### Cates & ERB

PO Box 2027 616 S. Ferry St Omak, Wa 98841

(509) 826-4752

catesanderb@ncidata.com

Catesanderb.com

### Industry Erectors

1429 Avenue D #267 Snohomish, Wa 98290

Office: (425) 305-3581 Field: (425) 879-7334

Industryerectors.com

### Nisqually Construction Services

12820 Yelm Hwy SE Suite H Olympia, Wa 98513

(253) 722-5928

info@NisquallyConstruction.com

Nisquallyconstruction.com

## HVAC

### AirePro

2921 Meridian Ave E Edgewood, WA 98371

(253) 848-2626

airepro.com

### Apollo Mechanical

3051 E Valley Rd, Renton, WA 98057

(253) 872-5151

apollomech.com

## Landscape

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425)418-5995

Kevin.nixon@nixon-construction.com

## Land Use Planning

### Akana

6400 SE Lake Road, Suite 270 Portland OR 97222

(971) 404-1622

Www.akana.us

## Masonry

### Nixon Construction

601 Lakeside Way SW Mattawa WA 99349

(425) 418-5995

Kevin.nixon@nixon-construction.com

## Mechanical / Plumbing

### Apollo Mechanical

3051 E Valley Rd, Renton, WA 98057

(253) 872-5151

apollomech.com

### Arrow Mechanical

1314 Rainier St Sumner Wa 98390

(253) 219-6626

tgweeks\_44yahoo.com

## Moving

### Industry Erectors

1429 Avenue D #267 Snohomish, Wa 98290

Office: (425) 305-3581 Field: (425) 879-7334

Industryerectors.com

## Painting

### Armadillo Painting

(425) 641-5465

### Mike Wedde Painting & Construction

8415 E F St, Tacoma, WA 98445

(253) 539-1667

### Omega Services & Supply

3705 West Valley Highway N Auburn, Wa 98001

(253) 804-6000

Omegaservicesandsupply.com

## Printing / Graphics

### Active Screen Printing

(253) 376-0754

### Unparalleled Apparel LLC

631 163rd St S Spanaway Wa 98387

(253) 592-8964

Unparalleledapparel@gmail.com

## Product Supplies

### RBP Supply

126 Adams St, Mission SD 57555

(605) 856-5555

<https://shop.incomsupply.com/>

<b>Residential</b>	
<u><b>JKT Development</b></u> 1033 Old Blyn Hwy Sequim, Wa 98382	(360) 681-4650
<u><b>Kodiak Electric</b></u> 34419 Thomas Rd Eatonville, Wa 98328	(253) 722-4739 kodiakelectric@hotmail.com
<u><b>Nixon Construction</b></u> 601 Lakeside Way SW Mattawa WA 99349	(425) 418-5995 Kevin.nixon@nixon-construction.com
<u><b>OHM Electrical Contracting</b></u> 620 S Orcas St Suite 80127 Seattle, Wa 98108	(206) 678-6744 ohmelectricalcontracting.com
<u><b>Rodarte Construction Inc</b></u> 17 E Valley Highway E Auburn, Wa 98092	(253) 939-0532 Facebook.com/rodarteconstructioninc
<u><b>Smart Homes Electric Inc</b></u> 6412 Fairlawn Dr SW Lakewood, Wa 98499	(253) 582-4663
<b>Roofing</b>	
<u><b>Nixon Construction</b></u> 601 Lakeside Way SW Mattawa WA 99349	(425) 418-5995 Kevin.nixon@nixon-construction.com
<u><b>Tru Colors Contracting</b></u> 17122 45th St E Lake Tapps, Wa 98391	(253) 447-7063
<b>Saw Cutting</b>	
<u><b>Arrow Cutting</b></u>	(253) 984-7504
<b>Sheet Metal</b>	
<b>Signs &amp; Graphics</b>	
<u><b>Speakthunder Galleries</b></u>	Bus: (541) 325-2671 Email: Speakthunder32@gmail.com
<u><b>Signarama</b></u> 7610 S Tacoma Way, Tacoma, WA 98409	(253) 474-1991 <a href="https://signarama.com/locations/wa-tacoma/">https://signarama.com/locations/wa-tacoma/</a>

<b>Site Prep</b>	
<u>Nisqually Construction Services</u> 12820 Yelm Hwy SE Suite H Olympia, Wa 98513	(253) 722-5928 info@NisquallyConstruction.com Nisquallyconstruction.com
<b>Steel Work</b>	
<u>Industry Erectors</u> 1429 Avenue D #267 Snohomish, Wa 98290	Office: (425) 305-3581 Field: (425) 879-7334 Industryerectors.com
<b>Stone &amp; Tile</b>	
<u>Nixon Construction</u> 601 Lakeside Way SW Mattawa WA 99349	(425) 418-5995 Kevin.nixon@nixon-construction.com
<b>Supply</b>	
<u>RBP Supply</u> 126 Adams St, Mission SD 57555	(605) 856-5555 <a href="https://shop.incomsupply.com/">https://shop.incomsupply.com/</a>
<b>Surveying</b>	
<u>Accurate Land Surveys</u> 1170 NE 64th Ln, Hillsboro, OR 97124	(503) 645-2360 <a href="https://www.accuratelandsurveys.com/">https://www.accuratelandsurveys.com/</a>
<b>Telecommunication / Technologies</b>	
<u>JKT Development</u> 1033 Old Blyn Hwy Sequim, Wa 98382	(360) 681-4650
<u>Roads West Inc Communications</u> PO Box 263 Arlington, Wa 98223	(360) 403-8782 info@roadswestinc.com Roadswestinc.com
<u>Omega Services &amp; Supply</u> 3705 West Valley Highway N Auburn, Wa 98001	(253) 804-6000 Omegaservicesandsupply.com
<b>Traffic Control</b>	
<u>Nisqually Construction Services</u> 12820 Yelm Hwy SE Suite H Olympia, Wa 98513	(253) 722-5928 info@NisquallyConstruction.com Nisquallyconstruction.com

## Trucking / Transport

<b><u>Barnhart Crane &amp; Rigging</u></b> 7625 S 228th St Kent, Wa 98032	(253) 630-6244 BarnhartCrane.com
<b><u>Cates &amp; ERB</u></b> PO Box 2027 616 S. Ferry St Omak, Wa 98841	(509) 826-4752 catesanderb@ncidata.com Catesanderb.com
<b><u>Industry Erectors</u></b> 1429 Avenue D #267 Snohomish, Wa 98290	Office: (425) 305-3581 Field: (425) 879-7334 Industryerectors.com
<b><u>Nisqually Construction Services</u></b> 12820 Yelm Hwy SE Suite H Olympia, Wa 98513	(253) 722-5928 info@NisquallyConstruction.com Nisquallyconstruction.com

## Utilities

<b><u>OHM Electrical Contracting</u></b> 620 S Orcas St Suite 80127 Seattle, Wa 98108	(206) 678-6744 ohmelectricalcontracting.com
<b><u>Nisqually Construction Services</u></b> 12820 Yelm Hwy SE Suite H Olympia, Wa 98513	(253) 722-5928 info@NisquallyConstruction.com Nisquallyconstruction.com
<b><u>Rodarte Construction Inc</u></b> 17 E Valley Highway E Auburn, Wa 98092	(253) 939-0532 Facebook.com/rodarteconstructioninc
<b><u>Sundancer Electric</u></b> 8041 S 228th St Suite 101 Kent, Wa 98032	(253) 398-2999 info@sundancerelectric.com Sundancerelectric.com

## Video Production

## Welding

<b><u>Industry Erectors</u></b> 1429 Avenue D #267 Snohomish, Wa 98290	Office: (425) 305-3581 Field: (425) 879-7334 Industryerectors.com
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# **TRIBAL LABOR AGREEMENT**

**Between**

**THE PUYALLUP TRIBE OF INDIANS**



**and**

**TRIBAL EMPLOYMENT RIGHTS OFFICE**

**and**

**NORTHWEST NATIONAL CONSTRUCTION ALLIANCE**

**and**

**BUILDING TRADES CONSTRUCTION UNIONS**

## **PURPOSE**

This Agreement is entered into by and among the Puyallup Tribe of Indians hereafter referred to as "Tribe," the Tribal Employment Rights Office hereafter referred to as "TERO" and the Northwest National Construction Alliance (NWNCA) and additional Building Trades Unions signed to this Agreement hereafter referred to as "Union".

## **SCOPE**

This Agreement applies to all construction projects located within the boundaries of the Puyallup Indian Reservation, on tribal trust property near the reservation, or lands otherwise within the jurisdiction of the Tribe.

This agreement represents a concerted effort among the parties to provide opportunities for family wage employment; to provide safe, healthy and clean working environments and working conditions; to provide ongoing Apprenticeship, training, employment and career path opportunities and to provide affordable family health care and the ability to retire with dignity.

Where the jurisdiction of this Agreement overlaps or conflicts with another Tribe or Tribal entity the jurisdiction of this agreement may be modified by mutual agreement between the applicable Tribes. If Agreement is not reached between the Tribes the Terms and Conditions of this Agreement or any Addendum to this Agreement may be waived by mutual written Agreement of the parties.

## **TRIBAL SOVEREIGNTY**

All parties signatory to this Agreement acknowledge that the Puyallup tribal sovereign authority governs the Terms of this Agreement. The parties agree that the sovereign immunity and authority of the Tribe shall remain intact and unabridged throughout the life of this Agreement and that The Puyallup Tribal Council shall decide all issues regarding Tribal Sovereignty and its decision shall be both final and binding.

## **TERO RECOGNITION**

The Puyallup Tribe has adopted a Tribal Employment Rights Ordinance hereafter referred to as "Ordinance" as Law within the Reservation or where the Tribe otherwise has jurisdiction. The Unions and all other parties agree to recognize the authority of TERO and agree to abide by the TERO Ordinance, regulations and applicable determinations. The parties recognize that TERO has a primary commitment to the employment of Tribal Members in the hiring of Indian preference employees.

## **UNION RECOGNITION**

The Tribe and TERO authorize the Unions to enter into a Collective Bargaining Agreement with General Contractors and Sub Contractors for all construction projects, to act as party to that Agreement, as the exclusive Bargaining Representatives of all construction craft employees performing work covered by said agreement on construction projects with respect to wages, hours of work, and all other Terms and Conditions of employment, provided that:

- a) Indian preference contractors shall not be required to recognize the Union as exclusive Bargaining Representative of their employees.
- b) Indian preference employees may choose not to be Members of, or pay dues in lieu of Membership to, the Union.
- c) All Non-Indian preference contractors bound to this Agreement will abide by the Terms and Conditions of the applicable Collective Bargaining Agreement for the duration of the project and will be signatory to the appropriate craft Union Agreements.

## **LABOR LIAISON**

If the Tribe so chooses, the Union will appoint a Labor Liaison. Such appointment is subject to approval of the Tribe. The Labor Liaison will serve as a point of contact in questions arising from the implementation and interpretation of this Agreement. The Liaison will help facilitate discussions concerning the execution and application of this Agreement and notify the appropriate parties of meetings, concerns, or other items of interest.

## **INDIAN PREFERENCE WORKERS**

The Union and TERO shall mutually establish Hiring Hall Rules consistent with Tribal Employment Rights Ordinance requirements, which shall include first hire priority rights for all local Indian preference employees. TERO shall provide a Dispatch Form, a copy of which shall be forwarded to the signatory employer and the Union upon dispatch of the employees.

## **NON-UNION WAGE AND BENEFITS**

If the Indian preference contractor or employee opts not to join the Union, the following pay schedule will be applicable:

- 1. Wages and Benefits will be in accordance with the applicable Union scale or Prevailing Wage, whichever is more favorable to the employee.
- 2. Should a non-Union Tribal employee opt not to participate in the Union; benefits will be paid as directed by TERO. Employees electing this option may exercise this option by completing the attached "Notification to Employees Registered with TERO."

## **APPRENTICESHIP AND TRAINING**

The parties recognize the necessity for Specialized Training and agree to indenture qualified Indian Apprentice Candidates in Washington State Certified Apprenticeship Programs, including but not limited to Registered Tribal Apprenticeship Programs. Minimum Apprenticeship standards and ratios shall be established for the hiring of Indian preference Apprentices for the Project.

*\*Union sponsored Apprenticeship Programs shall allow for Direct Entry of qualified Indian Apprentice Candidates.*

## **RESOLUTION OF DISPUTES**

In the event any issue arises pertaining to the interpretation or application of this Agreement, the parties shall arrange for a meeting to be conducted at the earliest mutually convenient time. In the event the Union and TERO Representatives cannot resolve any issue within thirty (30) calendar days, after the notification to all parties, the issue will be referred to the Puyallup Tribe's TERO Commission for a final and binding determination.

The Grievance Procedure found in the Collective Bargaining Agreement shall apply to all disputes arising under the Agreement. Indian preference employees shall have the ability to resolve disputes with either the TERO or the Union when working under the terms of this Agreement. TERO shall have the right to dispatch a representative to any grievance proceeding in which the Union is involved.

The foregoing procedure shall constitute the exclusive method for resolving issues arising under this Agreement. No party to this Agreement may resort to economic action (e.g., strike, slow-down, cessation of work or non-dispatch of personnel) to resolve any dispute between the parties throughout the life of this Agreement.

#### **UNION MEMBERSHIP**

Although Union Membership is not required for Indian preference employees, the Tribe agrees to allow a Union Representative and/or Training Agents to demonstrate the benefits of Union Membership to all Tribal members and other natives.

All Unions signatory to this Agreement further Agree that at no time will a Union Representative directly or indirectly harass, coerce or threaten any Tribal Member that chooses not to join the applicable Union in any way.

*\*Tribal Members that meet or exceed the basic Journeyman requirements for membership shall be allowed to join the Union as a Journeyman*

For the Puyallup Tribe:

[Signature]  
Signature

Tribal Chairman  
Title

2/22/13  
Date

For TERO Director:

[Signature]  
Signature

TERO Director  
Title

2-11-13  
Date

For TERO Commission:

[Signature]  
Signature

TERO Commission Chair  
Title

2/13/13  
Date

For the UA LOCAL 26  
PLUMBERS & PIPEFITTERS

[Signature]  
Signature

Business Agent  
Title

11, Feb. 2013  
Date

For the NWNCA:

[Signature]  
Signature

Vice - President  
Title

2-11-2013  
Date

For the Local 252

[Signature]  
Signature

Vice President  
Title

11 Feb 2013  
Date

For the IUPAT DCS Painters  
and Trades

[Signature]  
Signature

Business Representative  
Title

                      
Date

For the Ironworkers Local 86

[Signature]  
Signature

Business Rep  
Title

2/11/13  
Date

For the OPCMIA 528 :

Signature [Signature]

Title Field REP

Date 2-11-13

For the PACIFIC NW REGIONAL COUNCIL OF CARPENTERS :

Signature [Signature]

Title Representation

Date Feb 11, 2013

For the Operating Engineers Local 612 :

Signature [Signature]

Title President

Date 2-11-2013

For the SHEET METAL WORKERS

Signature [Signature]

Title Business Rep

Date 2/11/13

For the I 40E 302 :

Signature [Signature]

Title Field Representative

Date 2-11-2013

For the U.A. Local #699 Sprinkler Fitters :

Signature [Signature]

Title WSA/UA/#699 Field Rep.

Date 2-11-13

For the TEAMSTERS 313 :

Signature [Signature]

Title Business Agent

Date 2-13-13

For the RODGERS UNION Local 153

Signature [Signature]

Title Business Manager

Date 3-6-13

For the \_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the \_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

DH:1-23-2013

For the \_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

For the \_\_\_\_\_:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

## **NOTIFICATION TO EMPLOYERS REGISTERED WITH TERO**

The employees registered with the Puyallup TERO wishing Union Membership shall have the right to join the Applicable Union with full benefits.

### **NOTIFICATION OF INTEREST TO JOIN THE UNION**

I, \_\_\_\_\_, have been advised of my right to join the Union and receive the full benefit of Union Membership. I understand that upon application for Membership, I will have the same obligation and be required to meet the same requirement as all other Members. I understand contributions will be made to the usual customary benefit trust funds on my behalf. I further understand that deductions, including but not limited to dues, credit union and other Union supported programs, will be deducted from my wages.

\_\_\_\_\_  
Current Employer

\_\_\_\_\_  
Date Hired

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Employees registered with the Puyallup TERO not wishing to join the Union will individually sign a waiver of fringe benefits. Current wage and benefit amounts shall be paid directly to those employees not wishing to join the Union by signing said waiver. No Union deductions will be made from the employee's paycheck. This waiver shall only apply for the Native American Project listed below.

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Location

### **WAIVER OF RIGHT UNION MEMBERSHIP AND FRINGE BENEFITS**

I, \_\_\_\_\_, have been advised of and understand my rights to join the Union and to have payments made on behalf to the usual and customary benefit trust fund, I choose not to have my employer make fringe benefit payments on my behalf to these trust funds and to have the Employer pay the total of the applicable wage and benefit payments directly on my payroll check. I understand I will not receive nor be eligible for any benefit from any of the trust funds.

\_\_\_\_\_  
Current Employer

\_\_\_\_\_  
Date Hired

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code



# Pacific Northwest Regional Council of Carpenters



*Affiliated with*  
*United Brotherhood of Carpenters and Joiners of America*

*Dan Hutchins, Contract Administrator*  
25120 Pacific Highway South Suite 200, Kent, WA 98032  
Cell 509.539.4258 • dhutchins@nwcarpenters.org



## LETTER of UNDERSTANDING

This letter will confirm the discussions during the negotiations of the captioned Tribal Labor Agreement. The on-site fabrication and installation of structural/architectural systems between manufactured components which are traditionally the work of the PNW Regional Council of Carpenter members will continue to be recognized as such.

As you know, from the discussions in negotiations, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established in the area under prevailing wage for employees represented by the PNW Regional Council of Carpenters, unless such work is performed otherwise pursuant to the provisions of this letter.

The PNW Regional Council of Carpenters recognizes that the timely completion of Construction Projects is vital to Puyallup Tribe of Indians and the Community it is intended to serve. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the PNW Regional Council of Carpenters agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Carpenter classification in the locality where the work is performed. The Project Contractor and the Council agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The PNW Regional Council of Carpenters will not unreasonably withhold its consent to such accommodations and the PNW Regional Council of Carpenters agrees to install on-site any components fabricated pursuant to the terms of this letter, without limitation. The parties will make every effort to keep an open channel of communication to insure that all parties are fully informed of the facts affecting the substance of this letter.

Dated this 11<sup>TH</sup> day of FEB 2013.

Puyallup Tribe of Indians/ Tero

By Tribal Chairman

Signature Deanna Dillworth

By Marian Gyon

Signature Marian Gyon

DH: 1-18-2013

PNW REGIONAL COUNCIL OF CARPENTERS

By CHRIS LAMBERT

Signature [Signature]

# Sheet Metal Workers International Association

## LOCAL UNION 66

11831 Beverly Park Road, B-2 · Everett, WA 98204  
Main office: (425) 493-5900 · Fax: (425) 493-5901 · Toll-free: 1-800-659-5882 · Dupont: (253) 617-7909



### TRIBAL LABOR AGREEMENT ATTACHMENT

#### Puyallup Tribe of Indians, Tribal Employment Rights Office Labor Agreement

##### LETTER OF UNDERSTANDING RE: OFF-SITE FABRICATION

The on-site fabrication and installation of sheet metal components between manufactured components which are traditionally the work of SMWIA members will continue to be recognized as such.

As you know, if done off-site, this work will be performed in shops or at off-site assembly yards employing workers whose terms and conditions of employment equal or exceed those established for employees per the Tribal Labor Agreement represented by the Sheet Metal Workers unless such work is performed otherwise pursuant to the provisions of this letter

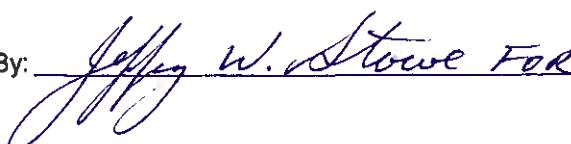
The Sheet Metal Workers recognizes that the timely completion of this project is vital to the Tribe. Therefore, if the nature of the work, under project schedule, or contracting circumstances make it necessary to obtain fabrication under conditions different than those described above, the Sheet Metal Workers agrees to cooperate in accommodating the reasonable needs of the Project. If, as a result of such circumstances, the fabrication is performed outside the region, the fabrication will be performed in shops or assembly yards whose terms and conditions of employment equal or exceed those established in that area under the prevailing wage laws applicable for the appropriate Sheet Metal Worker classification in the locality where the work is performed.

The Puyallup Tribe of Indians and the Union agree to discuss any other circumstances affecting off-site fabrication contracting purchases where an accommodation is sought any reasons making it necessary to depart from the conditions set forth above. The Sheet Metal Workers will not unreasonably withhold its consent to such accommodations and Local 66 agrees to install on-site any components fabricated pursuant to the terms of this letter without limitation. The parties will make every effort to keep an open channel of communication to insure that both parties are fully informed of the facts affecting the substance of this letter. If you agree that this letter accurately sets forth the substance of our understanding and provides the basis for resolving any questions concerning the interpretation and application of Off-Site Fabrication for projects in conjunction with the Tribal Labor Agreement, please indicate your acceptance in the space provided below.

**AKNOWLEDGED, AGREED AND ACCEPTED On behalf of Puyallup Tribe of Indians**

By: 

**AKNOWLEDGED, AGREED AND ACCEPTED On behalf of Sheet Metal Workers Local #66**

By:  Eric J. Martinson, Business Manager

## **PART G**

### **QUESTION AND ANSWERS**



## PUYALLUP TRIBE OF INDIANS

1423 E 29<sup>th</sup> St  
Tacoma, Washington 98404  
(253) 573-7846

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### **Questions and Answers**

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The following presents a listing of some of the most common inquiries made about Indian Preference and Tribal Employment Rights Offices (TERO's).

#### **1. WHAT IS TERO?**

There are two (2) main elements of TERO:

- A. Conceptual – TERO is a sovereignty based, self-help, and systematic approach to Indian and economic self-reliance or self-determination.
- B. Programmatic – TERO is also a Tribal enforcement and compliance program that monitors employers to ensure optimal benefits are attained from Federal and Tribal employment laws, regulations, policies and procedures.

#### **2. WHAT IS THE PURPOSE OF TERO?**

To access more employment & training opportunities for Native Americans, and to provide more business & economic opportunities for businesses owned by Native Americans.

#### **3. WHAT IS THE LEGAL BASIS FOR TERO?**

A tribe's authority to enact and enforce an Indian employment preference is grounded in its inherent sovereign powers of self-government. This legal doctrine is the most basic principal of Indian laws and is supported by a host of Supreme Court decisions. These decisions have held that "Inherent sovereign powers derive from the principle that certain powers do not necessarily come from delegated powers granted by express acts of Congress, but are inherent powers of a limited sovereign which have never been extinguished. Tribes have a basic relationship with the federal government as sovereign powers. This is recognized in both treaties and federal statutes. The sovereignty of tribes has been limited from time to time by treaties and federal legislation; however, what has not been expressly limited remains within tribal sovereignty." One important area in which the inherent powers of tribes clearly apply is in the right of tribes to regulate and tax all commerce activity within the jurisdictional boundaries of their reservations. A full and accurate explanation of tribal sovereignty is found in Felix S. Cohen's handbook of Federal Indian Law.

#### **4. WHAT ARE THE BASIC REQUIREMENTS OF TERO?**

All employers operating within tribal jurisdiction are required to provide Indian Preference in employment, training, contracting, subcontracting and all other aspects of employment. Below are six (6) major provisions found in most TERO Ordinances that employers must agree to:



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- A. Submit an acceptable compliance plan detailing employer workforce needs and the steps to be taken to ensure Indian Preference. TERO compliance plans are fashioned closely after those used by OFCCP's for affirmative action compliance.
- B. Utilize the TERO Hiring Hall for all referrals and consider Indian applicants before interviewing or hiring non-Indian workers.
- C. Agree to hire no less than a specific number of Indians in each job classification and cooperate with tribal training programs to hire a certain amount of trainees.
- D. Eliminate all extraneous job qualification criteria or personnel requirements, which may act as a barrier to Indian employment. TERO's are guided by EEOC guidelines for verifying legitimate Bona-Fide Occupational Qualifications (BFOQ's).
- E. Agree to acknowledge and respect tribal religious beliefs and cultural differences and to cooperate with the TERO to provide reasonable accommodation.
- F. Tribes have found the most effective means by which they can ensure Indian Preference compliance is through the endeavors of their own TERO enforcement programs. The success of TERO programs can be directly attributed to the fact that these programs embody all of the critical elements listed above. Since TERO's are the core of an effective tribal employment rights effort, a close examination of TERO is necessary.

### 5. WHAT IS THE EXTENT OF TERO JURISDICTION?

To the extent of what is legally described or defined by treaty or legislation which is the exterior boundaries of the reservation, including ceded territories and lands where jurisdiction has not been extinguished.

### 6. IS THERE A DIFFERENCE BETWEEN TRIBAL AND INDIAN PREFERENCE?

Yes, with jurisdiction on tribal projects which are funded, owned and operated by the tribe (i.e. Tribal Enterprises), tribes can require tribal preference. This is permissible under the federal law because tribes are exempt for Title VII of the Civil Rights Act, Executive Order 11246 and most other employment rights legislation.

- A. Indian Preference is permissible under some federal laws i.e. Indian Staff Determination Act, Buy Indian Act and under most federal laws.
- B. **Executive Order 11246 Provides:** "Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation and the use of such a preference shall not excuse a contractor from complying with other requirements contained in this chapter."



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### 7. ARE TERO TAXES LEGAL?

Yes, tribal authority to tax is equal to that of any government. Taxation, licenses, fees are a valuable source for financing tribal governmental operations. TERO Programs have the unique characteristics of being able to generate their own operating income and contribute to the tribal general fund.

- A. Employers can realize substantial savings since tribal taxes pre-empt state and other local taxation on reservation projects often to the benefit of the employer. The average TERO fee is 2.5% substantially lower than most states.
- B. The TERO has the responsibility to insure the due process of the employer under the tribal ordinance and that only qualified and screened referrals are made to the employer.

### 8. WILL TERO TAXES/FEE INCREASE THE COST OF THE PROJECT?

No. TERO fees range from ½ of 1% to 4% with the national average at 2.5%. The much lower tribal taxes and fees pre-empt other taxes and fee requirements on tribal projects and often mean a substantial savings to the contractor (most state taxes for example are in the 6% - 10% range).

- A. The Federal Highway Administration (FHWA) allows a 1% flow through for highway contractors, which means they can pass up to 1% of their tribal tax/fee burden on to the agency. This provides another incentive to support TERO. The remaining amounts are the contractors' responsibility and like other federal, state, county and local taxes/fees, must come out of the contractors' pocket.

### 9. IS INDIAN PREFERENCE “REVERSE DISCRIMINATION?”

No, there is no such thing as reverse discrimination, simply stated, discrimination is discrimination no matter who does it to whom. Indian preference is defined as a **“political preference, not a racial one”** which exists because of the nation-to nation relationship America has always enjoyed with tribes since Columbian times. TERO's do not violate any U.S. Equal Protection Laws.

- A. In (Morton vs. Mancari) the court held that “the preference as applied, granted to Indians not as a discrete racial group, but rather as members of quasi-sovereign tribal entities” Subsequently, the Indian preference classification is not racially, but politically based and as such does not violate Title VII or any other federal employment law.

### 10. ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?

Yes, there are several exemptions. Direct employment by federal/state governments, schools, churches and some non-profits are not covered by the TERO. Some tribes also exempt



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themselves from TERO coverage. It is important to note however, that any contract or sub-contract let by any of these entities is covered by TERO.

### **11. WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?**

No, since TERO's are pro-active, TERO and employer sign the compliance agreements before the commencement of work, which prevents disputes. Most TERO ordinances provide for compliance and enforcement visits to the worksites during normal business hours but not to the detriment of operations. TERO's sanctioning employers for violations may shut down operations but only in severe disputes and in accordance with the applicable law.

### **12. WHAT SANCTIONS DO EMPLOYERS FACE FOR VIOLATIONS OF TERO?**

Violation of TERO requirements may result in severe sanctions. If tribes determine that employers willfully and intentionally breached TERO requirements they may:

- A. Deny such party the right to commence or continue business on the reservation.
- B. Impose a civil fine on such party ranging on most reservations anywhere from \$500.00 to \$5,000.00 per violation.
- C. Terminate or suspend such party's operation and deny them the rights to conduct further business on the reservation.
- D. Order such party to dismiss any illegally hired non-Indians, take action to ensure future compliance and to make back payment of any lost wages be paid to aggrieved Indians.

### **13. ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?**

Yes, the first level of protection comes from the TERO enforcement officer who handles the charge. These officers are trained to deal with facts and merits of the case before taking action. The TERO Commission provides a second level of protection by hearing grievances and again weighing the facts and merits of the case before making determinations. Beyond the TERO Commission, grievances can seek relief in the tribal and federal courts.

### **14. CAN SANCTIONS IMPOSED BY THE TERO COMMISSION BE APPEALED?**

Yes. Sanctions imposed by the TERO Commission can be appealed in tribal court. Appeals of tribal court decisions can be made to the federal court system.

- A. It is important to note that only one (1) appeal to a TERO Commission and tribal court has ever been appealed to the federal court. The case ended at the Ninth Circuit Court of Appeals and Appellate, which upheld the TERO Commission and the tribal court decisions.





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### **15. HOW HAVE VARIOUS FEDERAL, STATE AND OTHER AGENCIES VIEWED TERO AND INDIAN PREFERENCE IN THEIR OPERATIONS?**

When TERO's first appeared in the late seventies there was opposition from some and indifference from others. Over the years a great deal of progress has been made, some by direct legal action but most through pro-active, non-adversarial, synergistic effort. The results are Indian preference and TERO provision, policies and procedures figure prominently in the following:

- The Civil Rights Handbook
- The Job Training and Partnership Act
- The Small Business Administration 8(a) Program
- Public Law 93-638, The Indian Education Assistance and Self Determination Act of 1974
- HUD Regulations
- BIA Acquisitions Assistance Agreement 84-1
- EEOC/TERO Contracts
- Department of Commerce
- Economic Development Administration
- OFCCP Indian Employment Initiative
- FHWA ISTEA "Indians in Highway Construction Initiative
- US DOL/BAT Notice 84-1
- Indian Education Impact and Programs Under PL 81-815 (construction) and PL 81-874 (OPS/Admin)

### **16. DO TERO REFERRALS GET SPECIAL TREATMENT ON THE JOB?**

No, TERO referrals should be treated like any other qualified employee with the same performance expectations and requirements. Special treatment of preference category employees serves only to isolate them and set them up for disparate or discriminatory treatment.



## **PART H**

### **TRIBAL EMPLOYMENT RIGHTS ORDINANCE 3.24**

## **Chapter 3.24**

### **TRIBAL EMPLOYMENT RIGHTS ORDINANCE**

#### Sections:

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[3.24.010](#) Declaration of policy.

[3.24.015](#) Exemption.

#### Subchapter 2. Definitions

[3.24.020](#) Definitions generally.

#### Subchapter 3. Indian Preference

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[3.24.040](#) Application of Indian preference requirements.

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[3.24.070](#) Tribal programs or divisions.

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#### Subchapter 4. Tribal Employment Rights Commission

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## Subchapter 9. Enforcement

- [3.24.330](#) Monitoring compliance.
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## Subchapter 10. Appeal

- [3.24.430](#) Appeal.
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## Subchapter 11. Enforcement

- [3.24.480](#) Emergency relief.
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- [3.24.500](#) Petition for confiscation.

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#### Subchapter 12. Fair Labor Standards Act

- [3.24.530](#) Fair Labor Standards Act incorporated herein.
- [3.24.540](#) Enforcement.
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- [3.24.570](#) Police authorization.
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#### Subchapter 14. Miscellaneous

- [3.24.590](#) Severability.
- [3.24.600](#) Repeal of prior acts.
- [3.24.610](#) Effective date.

### Subchapter 1. Policy

#### **3.24.010 Declaration of policy.**

As a guide to the interpretation and application of this chapter, the public policy of the Puyallup Tribe of Indians is declared to be as follows:

The right to tax business activities on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries is an important resource of the Puyallup Indian Nation.

Federal legislation enables the Puyallup Tribal Council to pass laws to implement and enforce this right for the welfare of the members of the Puyallup Tribe of Indians and other Indians.

Puyallup Tribal members and other Indians are entitled to the protection of the unique and special employment rights enacted by the federal government. Tribal government can and should participate in the enforcement of those laws. The Puyallup Tribe believes it important to establish an employment rights program and office to use these laws to increase employment of Puyallup Tribal members and other Indian workers and to eradicate discrimination against all Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.110]

#### **3.24.015 Exemption.**

Marine View Ventures, Inc., its agents, contractors, lessees and assigns shall be exempted from application of this chapter for leases, activities and operations occurring on the Tribal lands managed by

MVV where the rents and other development costs for any such project equal or exceed \$50,000,000.  
[Res. 240108D (01/24/08)]

## **Subchapter 2. Definitions**

### **3.24.020 Definitions generally.**

Words of this chapter shall have the meaning given them in this section unless the context clearly indicates another meaning. If the meaning of a word is not clear, it shall be construed in harmony with the purposes of this title.

- (a) "Commission" means the Puyallup Tribal Employment Rights Commission established by this chapter.
- (b) "Covered employer" means any employer hiring two or more employees who during any 20-day period perform 16 or more hours working within the exterior boundaries of the Puyallup Reservation on Tribally owned trust lands.
- (c) "Director" means the Director of the Puyallup Tribal Employment Rights Office.
- (d) "Employee" means any person employed for remuneration.
- (e) "Employer" means any person or entity that hires two or more employees.
- (f) "Entity" means any person, partnership, corporation, joint venture, association, government, governmental enterprise or any other natural or artificial person. The term "entity" is intended to be as broad and encompassing as possible to ensure the coverage of this chapter over all employment and contract activities within the Tribe's jurisdiction and the term shall be so interpreted by the Commission and Courts.
- (g) "Government commercial enterprise" means any activity by the Puyallup Tribe or other governments, local, state, or federal, that is not a traditional function of government as defined by the United States Internal Revenue Service.
- (h) "Indian" means any member of a federally recognized tribe.
- (i) "Local Indian" means any member of a federally recognized tribe who resides within the exterior boundaries of the Puyallup Indian Reservation.
- (j) "TERO" means the Puyallup Tribal Employment Rights Office. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.200]

## **Subchapter 3. Indian Preference**

### **3.24.030 Indian preference in employment.**

All covered employers, for all employment on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries, shall give preference to qualified Indians, with the first preference to local Indians, in all hiring, promotion, training, lay-offs, and all other aspects of employment. Such employers shall comply with the rules, regulations, guidelines and orders of the Puyallup Tribal Employment Rights Commission which sets forth the specific obligations of employers in regard to Indian preference and local Indian preference. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.310]

#### **3.24.040 Application of Indian preference requirements.**

These requirements shall not apply to any direct employment by the Puyallup Indian Tribe, the federal, state, or other governments or their subdivisions. It shall apply to all the contractors or grantees of such governments and to all commercial enterprises operated by such governments. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.320]

#### **3.24.050 Indian preference in contracting.**

All entities awarding contracts or subcontracts for supplies, services, labor, or materials in the amount of \$20,000 or more where the majority of the work on the contract or subcontract will occur on Tribal and trust lands within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned lands outside those boundaries shall give preference in contracting and subcontracting to qualified entities that are certified by the Commission as 51 percent or more Indian-owned and controlled, with a first preference to qualified entities that are 51 percent or more owned and controlled by local Indians. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.330]

#### **3.24.060 Application of Indian preference in contracting.**

These requirements shall not apply to the award of contracts awarded directly by the Tribal Council of the Puyallup Tribe of Indians, by the federal or state government or their subdivisions. These requirements shall apply to any contract awarded by any commercial enterprise of the Puyallup Tribe of Indians, even if said contracts must be submitted to the Tribal Council of the Puyallup Tribe of Indians for approval. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.340]

#### **3.24.070 Tribal programs or divisions.**

Tribal programs or divisions other than commercial enterprises shall not be required to comply with this chapter but shall, when submitting a contract to the Tribal Council for approval, indicate as part of the submission to the Council the steps taken to award the contract to a local Indian contractor. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.350]

#### **3.24.080 Subcontracts included.**

This chapter shall apply to all subcontracts awarded by a Tribal, federal, or state direct contractor or grantee, whether or not the prime contract was subject to this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.360]

#### **3.24.090 All covered entities to comply.**

All covered entities shall comply with the rules, regulations, guidelines and orders of the Commission which set forth the specific obligations of such entities in regard to Indian preference in contracting and subcontracting. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.370]

#### **3.24.100 System for certifying firms for Indian preference.**

The Commission shall establish a system for certifying firms as Indian preference and local Indian preference eligible. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.380]

#### **3.24.110 Unions.**

Any covered employer who has a collective bargaining agreement with one or more unions shall obtain written agreement from such union(s) stating that the union shall comply with Indian preference laws, and with the rules, regulations and guidelines of the Puyallup Tribe of Indians. Such agreement shall be subject to the approval of the Director of the TERO. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.390]

### **Subchapter 4. Tribal Employment Rights Commission**

#### **3.24.120 Tribal Employment Rights Commission.**

There is created a Puyallup Tribal Employment Rights Commission. The Commission shall be composed in the following manner: The Puyallup Tribal Council shall select from its general membership seven Tribal members to serve on the TERO Commission.

These Commissioners shall be entitled to reimbursement for services in the form of Committee stipends. Members shall serve until replaced. When a vacancy occurs, the remaining Commissioners may exercise all of the powers of the Commission until a vacancy is filled. [Res. 061195B (11/06/95); Res. 011292b (12/01/92); Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.410]

#### **3.24.130 Quorum.**

A majority of the Commission shall constitute a quorum to transact business. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.420]

#### **3.24.140 Recusal of Commission members.**

No member of the Commission shall participate in any action or decision by the Commission directly involving himself or herself, or a member of his or her immediate family, or any person, business or other entity of which he or she or a member of his or her immediate family is an employee, or in which he or she or a member of his or her immediate family has a substantial ownership interest, or with which he or she or a member of his or her immediate family has a substantial contractual relationship. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.430]

#### **3.24.150 Definition of immediate family.**

For the purposes of this subchapter, "immediate family" means, including by adoption, brother, sister, son, daughter, mother, father, husband, wife, step-brother, step-sister, half-brother, and half-sister. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.440]

**3.24.160 Commissioner participation.**

Nothing in this subchapter shall preclude a Commissioner from participating in any action or decision by the Commission which:

- (a) Generally affects a class of persons, regardless of whether the Commissioner or a member of his or her immediate family is a member of that class;
- (b) Affects the Puyallup Tribe of Indians or a Tribal enterprise, regardless of whether the Commissioner is a member of the Tribe. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.450]

**3.24.170 Voluntary recusal.**

A Commissioner may voluntarily recuse himself or herself and decline to participate in any action or decision by the Commission when the Commissioner, in his or her discretion, believes:

- (a) That he or she cannot act fairly or without bias; or
- (b) That there would be an appearance that he or she could not act fairly or without bias. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.460]

**Subchapter 5. Powers of the Commission****3.24.180 Powers of the Commission.**

The Commission shall have full power, jurisdiction, and authority to:

- (a) Formulate, adopt, amend and rescind rules, regulations and guidelines necessary to carry out the provisions and intent of this chapter. Unless there are exigent circumstances, the Commission shall provide Tribal members a reasonable time for comment before promulgating any regulation.
- (b) Require each covered employer or entity to submit to the Commission an acceptable compliance plan indicating how it will comply with this chapter. Such compliance plans shall be submitted before a covered employer or entity may commence work on trust lands within the exterior boundaries of the Puyallup Indian Reservation.
- (c) Impose numerical hiring goals and timetables that specify the minimum number of Indians a covered employer or entity must hire, by craft or skill level.
- (d) Require covered employers to establish or participate in such training programs as the Commission determines necessary in order to increase the pool of qualified Indians on the Puyallup Indian Reservation as quickly as possible.
- (e) Establish in conjunction with Tribal employment and training programs a Tribal hiring hall or skills bank and impose a requirement that no covered employer may hire a non-Indian until



the Tribal hiring hall or bank has certified that no qualified Indian is available to fill the vacancy, with a first preference in referral to local Indians.

- (f) Prohibit covered employers from using qualification criteria or other requirements that serve as barriers to Indian employment unless the employer can demonstrate that such criteria or requirements are required by business necessity. In developing regulations to implement this subsection, the Commission shall adopt the EEOC guidelines to the extent they are appropriate. The Commission shall have the right to impose its own requirements in addition to or in lieu of EEOC guidelines when necessary to address unique qualification problems confronting Indians.
- (g) To enter into agreements with unions to ensure union compliance with this chapter. Such agreements shall in no way constitute recognition or endorsement of any union.
- (h) Impose contract and subcontract preference requirements, with a first preference to local Indian firms as eligible for Indian preference and local Indian preference.
- (i) Conduct hearings in accordance with such rules of practice and procedure as may be adopted by the Commission, and to order any relief or sanctions provided by this chapter, and to petition the Tribal Court for orders as are necessary and appropriate to enforce decisions of the Commission or Director and any sanctions imposed by them.
- (j) The Commission shall delegate to the Director the authority to carry out the day-to-day operations of the Commission and such other authority as is convenient or necessary to the efficient administration of this chapter, except that the Commission shall not delegate its authority to adopt, amend or rescind rules, regulations or guidelines or to conduct hearings or to impose sanctions.
- (k) The Commission acting through the Director is authorized to enter into cooperative relationships with federal employment rights agencies, such as EEOC and OFCCP, in order to eliminate discrimination against Indians on and off the Puyallup Indian Reservation and to enter into cooperative relationships with federal agencies, such as the BIA or IHS, in order to implement any federal Indian preference employment or contracting requirements, as such agency may lawfully delegate to the Puyallup Tribe. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.510]

#### **Subchapter 6. TERO Director**

##### **3.24.190 TERO Director.**

The Commission shall have exclusive authority to appoint, direct, suspend or remove the Director. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.610]

##### **3.24.200 Authority of Director.**

The Director shall have authority to hire staff, to expend funds appropriated by the Tribal Council, and to obtain and expend funding from federal, state or other sources to carry out the purposes of this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.620]

#### **3.24.210 Duties of the Director.**

The Director shall administer the policies, authorities and duties prescribed for him in this chapter and delegated to him by the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.630]

### **Subchapter 7. Employment Rights Fee**

#### **3.24.220 Employment rights fee.**

An employment rights fee to raise revenue for Tribal operations and the operation of the Commission is imposed as follows:

- (a) Every covered employer or entity with a construction contract in the sum of \$20,000 or more shall pay a fee of two and one-half percent of the total amount of the contract. Such fee shall be paid by the employer or entity prior to commencing work within the jurisdiction of the Puyallup Tribe. Where good cause is shown, the Director may authorize a construction contractor to pay the fee in installments over the course of the contract.
- (b) Every covered employer or entity other than construction contractors working within the jurisdiction of the Puyallup Tribe, or with gross sales within the jurisdiction of the Puyallup Tribe of more than \$20,000, shall pay a quarterly fee of two and one-half percent of his employees' quarterly payroll which shall be paid within 30 days of the end of the quarter. This fee shall not apply to education, health, governmental, or nonprofit employers. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.710]

#### **3.24.230 Fee collected by Tribal Accounting Office.**

The fee shall be collected by the Tribal Accounting Office. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.720]

### **Subchapter 8. Complaints and Their Investigation**

#### **3.24.240 Complaints.**

Any individual, group of individuals or organization that believes any covered employer or entity, the Director or the Commission has violated any requirements imposed by this chapter or regulations issued pursuant to it may file a complaint with the Director. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.810]

#### **3.24.250 Contents of complaint.**

The complaint shall be in writing and shall contain such information as is necessary to enable the Director to carry out an investigation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.820]

**3.24.260 Investigation timeline.**

The Director shall complete the investigation within 30 days of the date on which a complaint is filed unless an extension has been granted by the Commission. Such extension shall not exceed 30 days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.830]

**3.24.270 Duties of the Director.**

The Director shall complete the investigation within 30 days of the date on which a complaint is filed unless an extension has been granted by the Commission. Such extension shall not exceed 30 days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.840]

**3.24.280 Investigations.**

On his own initiative or pursuant to a complaint, the Director or his agent shall make such public or private investigation within the jurisdiction of the Puyallup Tribe of Indians as he or the Commission deems necessary to determine whether any covered employer or entity has violated any provision of this chapter or rule or order hereunder, or to aid in prescribing rules, regulations and guidelines hereunder. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.850]

**3.24.290 Authority to enter.**

The Director or his agent may enter during business hours the place of business or employment of any employer for the purpose of such investigations. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.860]

**3.24.300 Trade secrets or confidential information.**

When requesting any reports or other information from a covered employer, the Director shall request that the covered employer identify all material which contains trade secrets or privileged or confidential commercial, financial or employment information. Any material so identified shall be kept confidential by the Director or other interested party, the Commission determines that the material does not contain confidential information, the release of which would cause unnecessary or excessive business or financial injury or would invade individual privacy. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.870]

**3.24.310 Restriction of access to certain information.**

Any state or federal tax records, trade secrets, or privileged or confidential commercial, financial or employment information subpoenaed pursuant to this chapter or used in a compliance hearing or subsequent appeal to the Tribal Court shall be confidential records of the Commission or the Tribal Court, and shall not be opened to public inspection and the Tribal Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.880]

**3.24.320 Investigative powers.**

For the purpose of investigations or hearings, which, in the opinion of the Director or the Commission, are necessary and proper for the enforcement of this chapter, a Commissioner, the Director or his agent so designated may administer oaths or affirmations, subpoena witnesses, take evidence, and require, by

subpoena, the production of books, papers, contracts, agreements or other documents, records or information which the Director or the Commission deems relevant or material to the inquiry. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.890]

## **Subchapter 9. Enforcement**

### **3.24.330 Monitoring compliance.**

The Director or his agent may require the covered employer or entity to submit such reports as deemed necessary to monitor compliance with the requirements of this chapter or any rule or order hereunder. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.910]

### **3.24.340 Notice of violation.**

When the Director has grounds to believe a violation of this chapter or the regulations issued pursuant to it has occurred, he shall notify the covered employer or entity in writing, specifying the alleged violations. The director may withhold the name(s) of the complaining party if there is reason to believe that such party will be subject to retaliation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.920]

### **3.24.350 Informal settlement.**

The Director shall seek to achieve an informal settlement of the alleged violation. If he is unable to accomplish this, he shall issue a formal notice of noncompliance, which shall also advise the covered employer or entity of the right to request a hearing. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.930]

### **3.24.360 Notice of violation to include.**

The formal notice shall set out the nature of the alleged violation and the steps that must be taken to come into compliance. It shall provide the employer or entity with a reasonable time, which in no event shall be less than five days from the date of receipt of such notice, to comply, unless the Director has reason to believe irreparable harm will occur during that period, in which case the Director may require compliance to occur within five days. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.940]

### **3.24.370 Request for hearing.**

The party may request a hearing before the Commission which shall be held no sooner than five days and no later than 30 days after the date for compliance set forth in the Director's notification to the party charged of a violation, unless an expedited hearing is deemed necessary by the Commission to avoid irreparable harm. If a party fails or refuses to comply and does not request a hearing, the Commission may proceed pursuant to PTC [3.24.400](#). [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.950]

### **3.24.380 Bond may be required.**

If the party requests a hearing and the Director has good cause to believe that there is a danger that the party remove itself or its property for the jurisdiction of the Tribe prior to the hearing, he may, in his

discretion, require the party to post a bond with the Commission in an amount sufficient to cover possible monetary damages that may be assessed against the party at the hearing. If the party fails or refuses to post said bond, the Commission may also petition the Puyallup Tribal Court for such interim and injunctive relief as is appropriate to protect the rights of the Commission and other parties during the pendency of the complaint and hearing proceedings. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.960]

#### **3.24.390 Conduct of hearing.**

All hearings held pursuant to PTC [3.24.370](#) shall be conducted by the Commission. The Commission may consider any evidence which it deems relevant and the conduct of the hearing shall be governed by the rules of practice and procedure which may be adopted by the Commission. The Commission shall not be bound by technical rules of evidence in the conduct of hearings under this chapter and no informality in any proceeding, as in the manner of taking testimony, shall invalidate any order, decision, rule or regulation made, approved or confirmed by the decision, rule or regulation made, approved or confirmed by the Commission. No stenographic record of the proceedings and testimony shall be required except upon arrangement by and at the cost of the party charged. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.970]

#### **3.24.400 Remedies when violation has occurred.**

If, after the hearing, the Commission determines that a violation occurred and that the party charged has no adequate defense in law or fact, or if no hearing is requested, the Commission may:

- (a) Deny such party the right to do business on the Puyallup Indian Reservation;
- (b) Suspend such party's operation within the Puyallup Indian Reservation;
- (c) Terminate such party's operation within the Puyallup Indian Reservation;
- (d) Deny the right of such party to conduct any further business within the Puyallup Indian Reservation;
- (e) Impose a civil fine on such party in an amount not to exceed \$500.00 per day for each violation;
- (f) Order such party to make payment of back pay to any aggrieved Indian;
- (g) Order such party to dismiss any employees hired in violation of the Puyallup Tribe's employment rights requirements;
- (h) Order the party to take such other action as is necessary to ensure compliance with this chapter or to remedy any harm caused by a violation of this chapter, consistent with the requirements of [25 U.S.C. 1301](#) et seq. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.980]

#### **3.24.410 Decision of the Commission.**

The Commission's decision shall be in writing and shall be served on the charged party by registered mail or in person no later than 30 days after the close of the hearing. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.990]

#### **3.24.420 Injunctive relief.**

Where the party's failure to comply immediately with the Commission's order may cause irreparable harm, the Commission may move the Tribal Court for, and the Tribal Court shall grant, such injunctive relief as necessary to preserve the rights of the beneficiaries of this chapter, pending the party's appeal or expiration of the time for appeal. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.995]

### **Subchapter 10. Appeal**

#### **3.24.430 Appeal.**

An appeal to the Tribal Court may be taken from any final order of the Commission by any party adversely affected thereby. The appeal shall be filed with the Court no later than 30 days after a final order is entered. The Tribal Court shall affirm the decision of the Commission unless it is determined that the final order or decision is arbitrary, capricious or in excess of the authority of the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1010]

#### **3.24.440 Notice of appeal.**

The appeal shall be taken by serving a written notice of appeal with the Tribal Court, with a copy to the Director within 30 days after the date of the entry of the order. The notice of appeal shall:

- (a) Set forth the order from which the appeal is taken;
- (b) Specify the grounds upon which reversal or modification of the order is sought;
- (c) Be signed by the appellant. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1020]

#### **3.24.450 Automatic stay.**

Except as otherwise provided herein, the order of the Commission shall be automatically stayed pending the determination of the Tribal Court. The Director, however, may petition and the Court, for good cause shown, may order the party requesting the hearing to post a bond sufficient to cover monetary damages that the Commission assessed against the party or to assure the party's compliance with other sanctions or remedial actions imposed by the Commission's order if that order is upheld by the Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1030]

#### **3.24.460 Reversal or modification of Commission's order.**

If the order of the Commission is reversed or modified, the Court shall specifically direct the Commission regarding further action in the matter, including making and entering any order or orders in connection therewith, and the limitations or conditions to be contained therein. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1040]

**3.24.470 Order affirmed or no appeal taken.**

If the Commission's order is affirmed on appeal, or if no appeal is sought within 30 days from the date of the Commission's order, the Commission shall petition the Court and the Court shall grant such orders as are necessary to enforce and appropriate to enforce the orders of the Commission and the sanctions imposed by it. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1050]

**Subchapter 11. Enforcement****3.24.480 Emergency relief.**

If, at any stage in the enforcement process, the Commission has reason to believe there is a danger that a party will remove itself or its property from the jurisdiction of the Tribal Court, such that the Commission or the Court will not be able to collect monetary damages or TERO fees that are owed by that party pursuant to any outstanding order of the Commission or Court, or which may be owed if the charges set out in any outstanding notice of violations are upheld, the Commission may petition the Tribal Court pursuant to the rules and procedures of that Court to attach and hold sufficient property of the party to secure compliance or for such other relief as is necessary and appropriate to protect the rights of the Commission and other affected parties. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1110]

**3.24.490 Enforcement of order.**

If, 30 days after a decision by the Commission, no appeal has been filed, or, 30 days after a decision by the Court on an appeal from a decision by the Commission, a party has failed to pay monetary damages imposed on it or otherwise complied with an order of the Commission or the Court, the Commission may petition the Court to order the Tribal Police to confiscate and hold for sale such property of the party as is necessary to ensure payment of said monetary damages or to otherwise achieve compliance. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1120]

**3.24.500 Petition for confiscation.**

The petition shall be accompanied by a list of property belonging to the party which the Commission has reason to believe is within the jurisdiction of the Tribal Court, the value of which approximates the amount of monetary damages at issue. If the Court finds the petition to be valid, it shall order the Tribal Police to confiscate and hold said property or as much is available. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1130]

**3.24.510 Notice of confiscation.**

The Tribal Police shall deliver in person or by certified mail a notice to the party informing it of the confiscation and of its right to redeem said property by coming into compliance with the order outstanding against it. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1140]

**3.24.520 Sale of confiscated property.**

If 30 days after confiscation the party has not come into compliance, the Court shall order the Police to sell said property and use the proceeds to pay any outstanding monetary damages imposed by the

Commission and all costs incurred by the Court and Police in the confiscation and sale. Any proceeds remaining shall be returned to the party. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1150]

## **Subchapter 12. Fair Labor Standards Act**

### **3.24.530 Fair Labor Standards Act incorporated herein.**

The provisions of the Federal Fair Labor Standards Act, as amended now or in the future, regarding minimum wages (including Davis-Bacon minimum wages), overtime, fringe benefits, and time for payment of wages, are adopted by reference in and by this chapter. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1210]

### **3.24.540 Enforcement.**

The Commission shall have the authority to monitor and enforce those requirements, pursuant to the monitoring and enforcement authorities provided generally to the Commission by this chapter; provided, that this section shall apply only to those employers who are otherwise covered by the federal law. No employer who is not presently subject to the federal laws or subsequently made subject by amendments or Court decision shall be covered by this section. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1220]

### **3.24.550 Purpose of subchapter.**

The purpose of this subchapter is to give the Commission parallel authority to monitor and enforce the fair labor requirements against those already covered by federal law, not to expand such requirements against those already covered by federal law and not to expand such requirements to employers not already covered. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1230]

### **3.24.560 Credit for penalties paid to federal government.**

In imposing backpay awards, penalties and interest sanctions under this chapter, the Commission shall credit an employer with any backpay, interest, and penalties paid pursuant to an order of settlement entered into with the federal government for the same violation. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1240]

## **Subchapter 13. Police Authorization**

### **3.24.570 Police authorization.**

The Puyallup Tribal Police are expressly authorized and directed to enforce such cease and desist or related orders as may from time to time be properly issued by the Commission and the Director. Such orders do not require a judicial decree or order to render them enforceable. A removal order, however, shall not be enforced unless it is accompanied by a judicial decree of the Tribal Court. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1310]

### **3.24.580 Police not civilly liable.**



The Police shall not be civilly liable for enforcing orders signed by the Director and the Commission. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1320]

#### **Subchapter 14. Miscellaneous**

##### **3.24.590 Severability.**

If any provision of this chapter or the application of it to any person, entity or circumstance is held invalid, this chapter shall be given effect without the invalid provision or application and, to this end, the provisions, sections, and subsections herein are declared to be severable. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1410]

##### **3.24.600 Repeal of prior acts.**

All provisions of any Tribal ordinance, resolution or regulation previously enacted or adopted by the Puyallup Tribe of Indians and its Tribal Council which are inconsistent with this chapter are hereby repealed. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1420]

##### **3.24.610 Effective date.**

This chapter shall become effective on the twelfth day of July, 1991. [Ord. 150791 (07/15/91); Res. 86619 (07/12/91); prior code § 10.03.1430]

**PART I**

**TRIBAL EMPLOYMENT RIGHTS INDIAN  
PREFERENCE REGULATIONS 3.24R**

## **Chapter 3.24R**

### **TRIBAL EMPLOYMENT RIGHTS – INDIAN PREFERENCE REGULATIONS**

Sections:

#### Subchapter 1. General Provisions

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- [3.24R.020](#) Dissemination.
- [3.24R.030](#) Definitions.
- [3.24R.040](#) Coverage.
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#### Subchapter 2. Indian Preference in Employment and Training

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#### Subchapter 3. Indian Preference in Contracting and Subcontracting

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#### Subchapter 4. Criteria and Procedures for Certifying Firms as Indian Preference Eligible

- [3.24R.210](#) General statement of policy.
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#### Subchapter 5. Fees

- [3.24R.250](#) Provision for collection of fees.

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#### Subchapter 6. Administrative Procedures

- [3.24R.280](#) Reports and monitoring.
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- [3.24R.340](#) Attachment.
- [3.24R.350](#) Irreparable harm.

#### Subchapter 7. Due Process Hearing Procedures

- [3.24R.360](#) Prehearing procedures.
- [3.24R.370](#) Conduct of the hearing.
- [3.24R.380](#) The decision.

### Subchapter 1. General Provisions

#### **3.24R.010 Purpose.**

The following regulations are issued pursuant to the authority granted to the Puyallup Tribe of Indians Employment Rights Office (hereinafter “TERO”) by the Puyallup Tribe of Indians Employment Rights Code (Chapter [3.24](#) PTC), which requires the preferential employment of Indians and Indian-owned firms by all contract-awarding entities and employers operating on lands held in trust for Indians or the Puyallup Indian Tribe within the exterior boundaries of the Puyallup Indian Reservation and on Tribally owned trust lands located elsewhere. [Res. 061293 (12/06/93) § 1.1]

#### **3.24R.020 Dissemination.**

The obligation of all employers to comply with Tribal employment rights requirements shall be made known to all existing and future employers. All bid announcements issued by any Tribal, federal, state or other private or public entity shall contain a statement that the successful bidder shall comply with these regulations and that a bidder may contact the TERO to obtain additional information. Those Tribal and other offices responsible for issuing business permits for the Reservation or otherwise engaged in activities involving contact with prospective employers on the Reservation shall be responsible for informing such prospective employers of these regulations. [Res. 061293 (12/06/93) § 1.2]

#### **3.24R.030 Definitions.**

- (a) “Commercial enterprise” means any activity by the Puyallup Tribe of Indians of the federal or state governments that is not a traditional government function as defined by the Internal Revenue Service.

- (b) "Covered employer" means any employer employing two or more employees who, during any 20-day period, work, cumulatively, 16 or more hours work on trust lands within the exterior boundaries of the Puyallup Indian Reservation.
- (c) "Employee" means any person employed for remuneration.
- (d) "Employer" means any person, partnership, corporation or other entity that employs, for remuneration, two or more employees.
- (e) "Entity" means any person, partnership, corporation, enterprise, or other natural or artificial person or organization. The term "entity" shall be defined to ensure coverage of all employment and contract activities within the Tribe's jurisdiction.
- (f) "Indian" means any member of a federally recognized Tribe.
- (g) "Local Indian" means a member of a federally recognized Tribe who has resided on or near the Puyallup Indian Reservation for a period of not less than 60 days before the start of the project at issue.
- (h) "Near the Reservation" means a location which is within a reasonable daily commuting distance of the job site at issue.
- (i) "Nonlocal Indian" means a member of a federally recognized tribe who does not live on or near the Puyallup Indian Reservation.
- (j) "Trust land(s)" means land held in trust by the United States government for the use and benefit of Indians or an Indian tribe. [Res. 061293 (12/06/93) § 1.3]

### **3.24R.040 Coverage.**

- (a) Employment. These regulations shall apply to all covered employers. They shall not apply to employees of the Puyallup Indian Tribe, the federal government, the Washington State government, or the subdivisions of such government. These regulations shall apply to all contractors or grantees of such governments and to all commercial enterprises operated by such governments.
- (b) Contracting and Subcontracting. Contracts directly awarded by the Puyallup Tribal Council or the federal government are not subject to these regulations.

The contract and subcontract preference requirements of these regulations shall apply to an entity awarding one or more contracts and/or subcontract(s) for supplies, services, labor or materials in a total amount which exceeds \$20,000; provided, the majority of the work or the majority of the supplies or materials shall be expended on trust lands.

The subcontracts awarded by entities which have received contracts from the Tribe or federal government are subject to these regulations.

A contract awarded by a commercial enterprise of the Puyallup Indian Tribe is also subject to these regulations.

- (c) Employment Rights Fee. An employment rights fee of two and one-half percent of the contract amount shall be assessed against any covered employers. [Res. 061293 (12/06/93) § 1.4]

### **3.24R.050 Submission of compliance plans.**

Each entity, contractor, or subcontractor, intending to engage in business activity on or near the Reservation, prior to the time it commences work on or near the Reservation, shall submit a contracting training plan to the TERO. No new employer or entity shall commence work on or near the Reservation until it has met with the TERO and developed an acceptable plan for implementing its obligations under these regulations.

- (a) Employment and Training Plan. The employment and training plan shall show the number of man-hours, by craft and skill category, anticipated to complete the contract or project. The employer shall identify those persons to be approved as permanent and key employees (see PTC 3.24R.060(b)) and shall provide sufficient data to verify the status of those employees.

The plan shall also describe how the employer intends to participate in the Tribe's training programs.

- (b) Contracting and Subcontracting Plan. The contracting and subcontracting plan shall indicate all contracts and subcontracts that will be entered into by an entity and the projected dollar amounts thereof.

If the entity has awarded a firm contract or subcontract work, it shall list the name of that firm and indicate whether it is a firm certified by the TERO as Indian preference-eligible. If the firm has not been certified, the entity shall further indicate why a technically qualified certified firm registered with the TERO, if any, was not selected. The plan shall also indicate how the entity intends to comply with Subchapter 3 of these regulations when awarding all contracts and subcontracts not yet awarded at the time the plan is submitted. [Res. 061293 (12/06/93) § 1.5]

## **Subchapter 2. Indian Preference in Employment and Training**

### **3.24R.060 Hiring.**

- (a) Tribal Hiring Hall. An employer may recruit and hire workers from whatever sources available and by whatever process chosen; provided, that (except as provided in subsection (b) of this section) the employer may not employ a nonlocal Indian or a non-Indian until the TERO is given 48 hours notice to locate and refer a qualified local Indian. In those instances where a

worker is needed in less than 48 hours, the employer may request this requirement be waived. Such waiver shall be granted, provided the employer can demonstrate that a need exists.

When an employer or the TERO cannot locate a qualified local Indian, a best faith effort shall be made to locate, refer and hire an Indian who does not qualify as a local Indian but who is a member of a federally recognized tribe; provided, that where not prohibited by federal law, first preference shall be given to members of the Puyallup Tribe, then if no qualified Puyallup Tribal members are available, second preference will be given to other Indians.

- (b) Permanent and Key Employees. Prior to commencing work on or near the Puyallup Indian Reservation, a prospective employer and all subcontractors shall identify key and permanent employees. Such employees may be employed on the project whether or not they are local Indians. A "permanent employee" is defined as one who remains on the employer's or subcontractor's annual payroll, or is an owner of the firm. A "key employee" means a top supervisory employee or an employee who performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. The fact that an employee had worked for the employer on previous projects shall not qualify that employee as a key or permanent employee.

Exceptions for regular employees may be granted by the TERO Director on a case-by-case basis. Any employer or subcontractor filling a vacant position in its organization immediately prior to undertaking work pursuant to the contract to be performed on trust lands shall provide satisfactory evidence to the TERO Director that such hiring was not intended to circumvent these regulations.

Upon approval by the TERO of each key employee or permanent employee requested by the employer, the TERO shall issue a permit to that employee.

(c) Work Permits.

- (1) No person who is not a Puyallup Tribal member or a local Indian shall be employed by a covered employer until he or she has obtained a work permit from the TERO.

- (2) Work permits shall be granted under the following circumstances:

- (A) To all key and permanent employees listed in the employer's preference plan who are certified by the TERO Director as meeting the criteria for key and permanent employees.
- (B) To nonlocal Indians or non-Indians hired after the employer has asked the TERO to locate and refer a qualified Tribal member or local Indian and the TERO has been unable to do so within the time provided by these regulations. When the TERO has been unable to locate and refer a local Indian within the time provided, the

employer shall request, and the TERO shall issue, a work permit for the nonlocal Indian or non-Indian hired for the position at issue.

- (C) To a person employed by a covered employer, when the person is employed on or near the Reservation, in a permanent position and he or she began his or her employment before the effective date of the TERO Ordinance (Chapter [3.24](#) PTC).
- (D) To all owners of covered entities when such owner will be performing work for his or her entity. Prior to commencing work, the person shall demonstrate that he or she is a legitimate owner of the entity and shall request a permit. Upon finding that the person is a legitimate owner, the TERO Director shall issue said person a work permit.
- (E) To such other persons that the Commission determines are entitled to a permit.

(d) Sanctions. Any nonlocal Indian found to be employed by a covered employer who does not have a valid work permit shall be summarily removed from the job and the employer shall be subject to such additional sanctions as the Commission may impose. In imposing sanctions under this section, the Commission shall consider the following factors:

- (1) Was the violation intentional?
- (2) Did the employer act quickly to remove the employee in question?
- (3) Whether the employer had been cited for work permit violations in the past?

(e) Termination. No Tribal member or local Indian worker shall be terminated until all nonlocal Indians or non-Indian workers in the same craft have been terminated. This method of termination shall continue until such time as there are no members of each class who meet the threshold qualifications for the job.

Should an employer lay off by crews, qualified local Indians shall be transferred to crews that will be retained; provided there are nonlocal Indians or non-Indians in the same craft employed on the crews that are to be retained.

(f) Unions. An employer or subcontractor who has a collective bargaining agreement with one or more labor unions shall obtain written agreement from said unions indicating that they will comply with these Indian preference requirements. Specifically, the contractor may make initial job referral requests to the union.

However, if the union does not have a qualified Tribal member or local Indian worker on any of its out-of-work lists, the union shall contact the TERO to identify a qualified local Indian



worker. Should TERO find such a worker, he or she shall be referred through the union hiring hall to the job site.

The union may not refer a nonlocal Indian or non-Indian until TERO has indicated that no qualified local Indian worker is available. Before referring the nonlocal Indian to the job site, the union shall request and the TERO shall issue a work permit for that worker. No Indian worker shall be required to travel to a site off trust lands to be processed by the union hiring hall. Such processing shall be done on trust lands or by telephone or mail.

Any Indian worker who does not wish to become a member of the union shall be granted a temporary work permit for the duration of the project. Said worker shall pay all union dues but shall not be required to pay an initiation fee. [Res. 061293 (12/06/93) § 2.1]

### **3.24R.070 Training.**

Upon the request of the TERO, all employers shall participate in training programs to assist Indians become qualified in the various job classifications used by the employer. Employers engaged in construction shall participate in the Tribe's training programs or a union apprenticeship program. All trainees or apprentices shall be local Indians. If an employer is not participating in a union apprenticeship program, the Tribe shall make a best effort to bear the costs of such training or apprenticeship programs. Employers with collective bargaining agreements with unions may use union apprenticeship programs, provided they obtain agreement from the unions to hire Indian apprentices only on the project. [Res. 061293 (12/06/93) § 2.2]

### **3.24R.080 Job qualification or personnel requirements.**

An employer may not use job qualification criteria or personnel requirements which are not required by business necessity to serve as barriers to the employment of Indians. The burden shall be on the employer to demonstrate that the criterion or personnel requirement is required by business necessity. The employer shall eliminate the criterion or personnel requirement at issue if it is unable to show such business necessity. [Res. 061293 (12/06/93) § 2.3]

### **3.24R.090 Religious accommodations.**

Employers shall make reasonable accommodation to the religious beliefs of Indian workers.

In implementing these requirements, the TERO shall be guided by the principles established by the EEOC Guidelines, particularly [29](#) CFR Parts [1604](#) through [1607](#). However, the TERO shall have the right to go beyond the EEOC principles in order to address employment barriers unique to Indians.

Where the TERO and the employer are unable to reach agreement on matters covered in this section, a hearing shall be held, as provided for in these regulations. The TERO Director shall make a determination on the issues and shall order such actions as he deems necessary to bring the employer into compliance with this section. The employer may appeal the decision of the TERO Director under the procedures provided for in Subchapter 6 of these regulations. [Res. 061293 (12/06/93) § 2.35]

**3.24R.100 Promotion.**

The employer shall give local Indians preferential consideration for all promotion opportunities and shall encourage local Indians to seek such opportunities; provided, that where not prohibited by federal law, first preference shall be given to members of the Puyallup Tribe, then if no qualified Puyallup Tribal members are available, second preference shall be given to other Indians. [Res. 061293 (12/06/93) § 2.4]

**3.24R.110 Summer students.**

Local Indians shall be given preference in the hiring of summer student help. [Res. 061293 (12/06/93) § 2.5]

**3.24R.120 Retaliation.**

No employer shall punish, terminate, harass, or otherwise retaliate against any employee or other person who has exercised his or her rights under the TERO Ordinance (Chapter [3.24](#) PTC) or has assisted another to do so. Further, any employer who harasses or abuses an employee of the TERO carrying out official duties under this chapter shall be summarily removed from trust lands. An employer shall be responsible for the actions of its subcontractors and their employees regarding the prohibitions in this section. [Res. 061293 (12/06/93) § 2.6]

**3.24R.130 Counseling and support programs.**

The TERO, in conjunction with other Tribal and federal offices, will provide counseling and other support services to Indians employed by covered employers to help such Indians retain employment. Employers shall cooperate with such counseling and support services. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 2.7]

**Subchapter 3. Indian Preference in Contracting and Subcontracting****3.24R.140 Entity obligations.**

- (a) Generally. Every entity engaged in business activity on trust lands or within the jurisdiction of the Puyallup Tribe shall give preference to firms certified by the Tribe under Subchapter 4 of these Regulations in any contract or subcontract it awards; provided 50 percent or more of said contract or subcontract is to be performed on trust lands or within the jurisdiction of the Puyallup Tribe; and provided further, that there are qualified certified firms willing to perform the work at a reasonable price, as defined by PTC [3.24R.180](#). If the entity determines that certified firms are not qualified to perform all of the work required under a contract or subcontract, the entity shall apportion the project in such manner that the certified firms can qualify for that portion of the work.
- (b) Order of Preference. The following order of preference shall apply in the award of contracts and subcontracts:

- (1) First preference shall be given to Indian preference certified firms, 51 percent or more of which are owned by Puyallup and other local Indians.

(2) Second preference shall be given to other Indian preference certified firms.

If no Indian preference certified firms are available, Indian/non-Indian joint ventures approved by the TERO shall be given preference over wholly non-Indian-owned firms or joint ventures.

- (c) Notice to TERO and to Certified Firms. Any entity intending to issue a bid, request for proposal, or other action leading to the employment of a contractor covered by the TERO Ordinance (Chapter [3.24](#) PTC) and these regulations shall notify the TERO of its plans not less than 10 days before issuing notice to bidders or other potential contractors. The entity shall also obtain from the TERO a list of Indian preference certified firms and shall send a copy of the bid notice or other notice setting out the contract opportunity to each Indian preference certified firm engaged in the field of commerce in which the contract work will take place. The TERO shall identify such firms according to the order of preference set out in subsection (b) of this section. An entity that fails to comply with this requirement shall be subject to the sanctions set out in Subchapter 9 of the TERO Ordinance (Chapter [3.24](#) PTC).
- (d) Proviso. Provided, that if any requirement of these regulations is inconsistent with the requirements of federal law, the regulation shall take precedence to the latter. (As used in these regulations, the terms “contract” and “subcontract” apply to all contracts, including, but not limited to, contracts for construction, supplies, services, and equipment, regardless of tier.) [Res. 061293 (12/06/93) § 3.1]

### **3.24R.150 Responsibility for compliance.**

Any entity engaged in business activity on trust lands or within the jurisdiction of the Puyallup Tribe of Indians shall be liable for the compliance of its contractors and subcontractors with these regulations. Specifically:

- (a) Construction. An entity awarding a prime construction contract shall give preference in the award of the contract and for ensuring that the prime contractor also gives preference in the selection of subcontractors.

When a prime contract is awarded directly by an agency of the United States government (see subsection (b) of this section), the prime contractor shall be the responsible entity.

When the entity is an Indian housing authority (IHA), it shall not be subject to any monetary sanctions as provided in PTC [3.24R.310](#), and shall be exempt from any requirements of these regulations that are inconsistent with the Department of Housing and Urban Development’s Indian preference regulations.

Given that no prime contractor shall be permitted to commence work on the Reservation until it has demonstrated that it will comply with the subcontract preference requirements, it is in the interest of the funding entity to ensure its low bidder will comply with the subcontract preference requirements prior to the award of the contract. The Tribe shall not be liable for any

losses incurred by the funding entity because it has entered into a contract with a prime contractor which, because of its failure to provide adequate proof that it will fully comply with the subcontract preference requirements of these regulations (e.g., through the submission of an acceptable subcontractor plan; see PTC 3.24R.050(b)), is not permitted to commence work on the Reservation.

- (b) Natural Resource Development (Oil, Gas, Hard Rock Minerals, Timber, Etc.). Whereas the Tribe does not have authority over the United States government and federal agency contracting policies and procedures, these regulations do not apply to the award of direct prime contracts by a federal agency. However, the selected contractor shall be required to comply with all subcontract preference requirements. [Res. 061293 (12/06/93) § 3.2]

### **3.24R.160 Requirements in contracting.**

Preference shall be given to certified firms in the award of all contracts. An entity may select its contractor in any manner procedure it so chooses; provided:

- (a) Competitive Award. If an entity uses competitive bidding or proposals, competition shall be limited to certified firms. If the entity is unsure whether there are any qualified certified firms, it shall publish a prior invitation for certified firms to submit a statement of intent to respond to such a limited advertisement when published and to furnish, with the statement of intent, evidence sufficient to establish their technical qualifications. If the entity fails to receive any statement of intent from a technically qualified certified firm, it may, after notifying the TERO, advertise for bids or proposals to the low bidder. If only one certified firm submits a bid or statement of intent, the entity (unless otherwise prohibited by federal law or regulation) shall enter into negotiations with that firm and shall award the contract to that firm so long as the firm is technically qualified and is willing to perform the work at a reasonable price.
- (b) Negotiated Award. If the entity selects its contractor through negotiations or other informal process, it shall not enter into a contract with a noncertified firm unless it has contacted every certified firm in the relevant field and has determined that there is no certified firm available that is technically qualified to perform the work required at a reasonable price. A firm which is not certified shall not be selected, provided a certified firm meets the minimum threshold qualifications. [Res. 061293 (12/06/93) § 3.3]

### **3.24R.170 Requirements in subcontracting.**

- (a) General Requirements. Preference shall be given in the award of all subcontracts to certified firms. The contractor may select its subcontractor in any manner it so chooses; however:
  - (1) If the contractor uses competitive bidding or proposals, competition shall be limited to certified firms. If the contractor is unsure whether there are any qualified certified firms, it may publish a prior invitation for certified firms to submit a statement of intent to respond to such a limited advertisement when published and to furnish, with the statement of

intent, evidence sufficient to establish their technical qualification. If the contractor fails to receive any statement of intent from a technically qualified firm, it may, after so notifying the TERO, advertise for bids or proposals without limiting competition to certified firms and may award to the low bid. If only one certified firm submits a bid or statement of intent, the contractor shall enter into negotiations with that firm and shall award the contract to it, provided the firm is technically qualified and is willing to perform the work at a reasonable price, as defined in PTC [3.24R.180](#).

- (2) If the contractor selects its subcontractor through negotiations or other informal process, it shall not enter into a contract with a noncertified firm unless it has contacted every certified firm in the relevant field and has determined that there is no certified firm available that is technically qualified to perform the work required at a reasonable price. So long as a certified firm meets the minimum threshold qualifications as defined in PTC [3.24R.180](#), no noncertified firm may be selected.

(b) **Special Requirements.** Entities awarding construction contracts shall comply with the following special requirements in the award of subcontracts:

- (1) The bid notice shall require that each bidder submit, as part of its bid, a subcontract plan showing, for each subcontract it intends to enter, the name of the firm, whether it is certified, if it is not certified why the contractor did not select a certified firm, and the projected subcontract price, as provided for in PTC [3.24R.050\(b\)](#). (Since, pursuant to that section, a contractor will not be permitted to commence work on the Reservation unless it has an approved subcontracting plan, it is in the contract-awarding entity's self-interest to declare as nonresponsive or nonresponsible any bidder who fails to submit a satisfactory plan.) The subcontract price information for each bidder shall be provided to the TERO and shall be used to ensure that a contractor has not engaged in bid shopping as a means to discourage certified firms or to force them to accept a subcontract at an unreasonably low price.
- (2) It shall be illegal for any contractor or bidder to engage in bid shopping. "Bid shopping" is defined as any practice involving or comparable to the contracting of different subcontracting firms, informing them that a competitor has underbid them, but offering them an opportunity to underbid the competitor. Any contractor found to have engaged in bid shopping shall be prohibited from engaging in work on trust lands or within the jurisdiction of the Puyallup Tribe of Indians; if engaged in work, shall be liable for treble damages for any losses suffered by a certified firm as a result of the contractor's bid shopping practices. The TERO shall have the right to require any contractor to demonstrate that a reasonable relationship exists between the dollar amount of a proposed subcontract and the reasonable costs of supplies, materials and labor.

(3) The contractor shall not be prohibited from requiring that a subcontractor provide some form of security. However, if a subcontractor bonding requirement has been imposed and an Indian firm is unable to obtain a bond, the prime contractor shall permit the Indian subcontractor to provide another adequate form of security. A list of acceptable bonding alternatives follows:

- (A) No bond required on amounts of less than \$25,000;
- (B) Surety bonds;
- (C) Cash bonds – to 25 percent – held in escrow by Tribal Attorney or bank;
- (D) Increased retainers – 25 percent instead of normal;
- (E) Letter of credit – 100 percent;
- (F) Letter of credit – 10 percent – with cash monitoring system;
- (G) Cash monitoring system;
- (H) Other options to be considered as they arise.

The final decision on whether an alternative form of security is sufficient shall rest with the TERO.

(4) If no certified firm available is qualified to perform a particular subcontract because the subcontract is too large for the capacity of any one certified firm, the contractor shall make a good faith effort to divide that subcontract into smaller pieces so that several certified firms may qualify and perform the work.

(c) Technical Assistance to Indian Subcontractors. The prime contractor shall develop, submit and implement a plan for assisting Indian subcontractors to develop and improve their technical and managerial capabilities. [Res. 061293 (12/06/93) § 3.4]

### **3.24R.180 Responsibility for evaluating technical qualifications and reasonable price.**

(a) Technical Qualifications. The entity and its contractors and subcontractors shall have the discretion to determine technical qualifications. Should the entity determine that there are no technically qualified certified firms available it shall provide to each certified firm it rejects a description, in writing, of areas in which it believes the firm is weak and steps it should take to upgrade its qualifications.

If a certified firm that is disqualified because of insufficient technical qualifications believes that the disqualification was an improper effort by an entity, contractor, or subcontractor to circumvent its preference responsibilities under these regulations, it may file a complaint with

the TERO. The complaint shall be filed within 20 days after the firm received notice of nonqualification. The burden shall be on the complaining firm to demonstrate that it is qualified and its disqualification was the result of an effort to circumvent these regulations. If after a hearing, as provided for in PTC [3.24R.300](#), the complaint is found to be valid, the TERO Director shall impose such sanctions as he deems appropriate, including punitive damages.

- (b) **Reasonable Price.** An entity may use any process it so chooses for determining what constitutes a reasonable price including, but not limited to, competitive bidding (open or closed), private negotiations, or the establishment of prototype cost ceiling before bidding or negotiations commence.

Before an entity may reject all certified firms on the basis of price, it must offer one or more of the certified firms an opportunity to negotiate price. If there is only one technically qualified certified firm, an entity shall enter into negotiations on price with that firm and must contract with that firm if a reasonable price can be negotiated. No entity may reject a certified firm on the grounds that the price is not reasonable and subsequently contract with a noncertified firm at the same or higher price. Any contract modification executed between an entity and a noncertified firm during the course of a project which results in a higher price to that firm will be subject to review by the TERO to assure that the modification in price is justified and not a circumvention of this section. Any entity found to have violated this regulation by such circumvention shall be liable for treble damages for any loss suffered by a certified firm as a result of the entity's action. [Res. 061293 (12/06/93) § 3.5]

#### **3.24R.190 Operation of the contract or subcontractor.**

Once an entity enters into a contract with a certified firm, the TERO shall not intervene in the relationship between the parties unless a certified firm demonstrates that action taken against it is intended primarily to circumvent the requirements of these regulations. [Res. 061293 (12/06/93) § 3.6]

#### **3.24R.200 Brokering and fronts.**

No Indian firm shall represent that it is exercising management control of a project in order to qualify for Indian preference in the award of said contract or subcontract when in fact such management control is exercised by a non-Indian entity such that the Indian entity is acting as a front or brokering out services. [Res. 061293 (12/06/93) § 3.7]

### **Subchapter 4. Criteria and Procedures for Certifying Firms as Indian Preference Eligible**

#### **3.24R.210 General statement of policy.**

Pursuant to its sovereign authority, the Puyallup Tribe of Indians of the Puyallup Indian Reservation has imposed Indian contract preference requirements as a tool for promoting the economic development of the Reservation. Indian preference in contracting can assist in the development of Indian businesses and thereby assist the Tribe and its members to achieve economic self-sufficiency.

If the preference tool is abused, however, it will undermine development and discredit the process. Therefore, it is the policy of the Tribe to require that an applicant for Indian contract preference certification provide substantial evidence that it is a legitimate Indian-owned and controlled firm.

Specific criteria shall apply in the evaluation of an applicant. See PTC [3.24R.220](#). Experience has shown that persons interested in abusing the Indian preference program are able to structure firms to get around most specific criteria. Therefore, in addition to applying the specific criteria, the reviewing body for the Tribe shall evaluate a firm under the following general criteria:

- (a) Applying sound management principles, whether the firm would be structured as it is, and whether the Indian owners would have been given the amount of ownership and control they have, if there were no Indian preference program in existence. If the reviewing body determines that there is good reason to believe that the firm has been structured (managerially or financially) in a manner that is convoluted or inconsistent with sound business practices in order to enable the firm to qualify for Indian preference certification, the firm shall be denied certification, even if it meets the specific criteria, unless the firm is able to demonstrate beyond a reasonable doubt that it was not structured to manipulate the Indian preference criteria.
- (b) The specific criteria also require that the ownership, control and management of a firm make sense from a sound business perspective. The Indian owners must own and control at least 51 percent of the firm. A primary consideration is what the Indian owner(s) brought to the firm as justification for a share of the business, were Indian preference not a factor. For example, assume the Indian owner paid for his share through a promissory note to the non-Indian owners. In the ordinary course of business, such a transaction would not occur unless the new owners brought something of value, such as managerial or technical expertise, capital, equipment, or marketing opportunities. The ability to qualify for Indian preference is not considered such a marketing opportunity. Such an arrangement would be cause to deny Indian preference certification unless a sound business reason for the arrangement exists. Where an Indian can demonstrate that he or she was unable to provide good value for his or her 51 percent share because the usual sources of capital were closed off to him or her because he or she was an Indian, that person shall be required to demonstrate that he or she extended his or her capital raising ability as far as possible – such that he or she is “at risk” in a significant way – e.g., mortgaged a house or vehicle.

The Indian owner(s) must be directly involved in the firm’s management. While it is not required that an Indian owner be the chief operating officer of the firm, at least one of the Indian owners must be involved in the day-to-day operations of the firm on a full-time basis and in a senior level position. The Indian person in this position shall have the experience or expertise in the area of business the firm is engaged in (or in management generally) to make the senior level role a legitimate one. The Indian owner(s) must also have sufficient knowledge about the firm to be accountable for the firm’s activities.



Certification shall not be granted to a firm whose Indian owners are not involved in the manner described above. There is virtually no benefit to the Indian community from such passive ownership, other than profits to the owners. It could take several years for a firm to show a profit, if one in fact materializes. Yet during that time the non-Indian managers can benefit at the expense of the Indian community. The limited benefits to the Indian owner(s) do not justify this risk. One of two exceptions to this rule is that certification will be granted to 100 percent Indian-owned firms where the manager of the business is a non-Indian spouse of an Indian and the family lives on or near the Reservation. No effort will be made to distinguish between the value contributed by a non-Indian spouse versus the Indian spouse. The family's contribution will be treated as an undivided unit. The second exception is for a more "public corporation," defined as one that is owned by 10 or more persons, 70 percent of which is Indian-owned and the chief executive officer is an Indian.

- (1) Joint Ventures. Joint ventures shall not be granted certification as Indian preference firms. However, an Indian/non-Indian joint venture will be given preference over non-Indian firms, if there are no certified Indian preference unitary firms available.

Such rigorous criteria, giving substantial discretion to the reviewing body, are necessary and appropriate for the Indian contract preference program. Neither the Tribe nor the Indian community benefits from the establishment of "bogus" Indian firms, while the certification of such firms undercuts the credibility of the Tribe's Indian preference program. An Indian firm or individual that is unable, on its own, to qualify as the prime contractor on a large project has other options open to it besides participating in the development of a bogus firm. For example, he or she can seek work at the subcontractor or employee level and benefit from the Tribe requirement that preference be given to Indian subcontractors and employees.

- (2) Procedural Requirements. The procedural requirements for certification provide that applications shall be reviewed by the staff of the Tribe's Tribal Employment Rights Office (TERO), which shall request any additional information it believes appropriate. The TERO will then submit the application, together with its recommended findings, to the TERO Commission. The Commission shall review the application and findings, interview the principals of the firm, request additional information appropriate, and make its determination whether certification should be granted. The firm has the right of appeal to the Tribal Court, which shall reverse the decision only if it finds that the decision was arbitrary or capricious.
- (3) Probationary Certification. A firm shall first receive a probationary certification of one year, or a longer period where the Commission believes such is necessary. The TERO and the Commission shall have the right at any time, either on their own initiative or upon filing of a complaint by any party, to conduct an investigation of a firm to determine if its certification should be suspended or withdrawn. [Res. 061293 (12/06/93) § 4.1]

### **3.24R.220 Criteria for Indian contract preference certification.**

To receive certification as a firm eligible for Indian preference, an applicant must satisfy all the criteria set out in this section:

- (a) Ownership. The firm must be at least 51 percent Indian-owned. The applicant must demonstrate the following:

- (1) Formal Ownership. That an Indian or Indians own(s) 51 percent or more of the partnership, corporation, or other arrangement for which the application is being submitted. Such ownership must be embodied in the firm's organic documents, such as its stock ownership or partnership agreement. Ownership includes:

- (A) Financial ownership – i.e., the Indian(s) owns 51 percent or more of the assets and equipment, will receive 51 percent or more of the firm's assets upon dissolution, and will receive 51 percent or more of the profits; and
- (B) Control – i.e., the Indian(s)' 51 percent or more ownership provides him or her with a majority of voting rights or other decisional authority and that all decisions of the firm are to be made by a majority vote except where otherwise required by law.

- (2) Value. The Indian owner(s) provided real value for 51 percent or more ownership by providing capital, equipment, real property or similar assets commensurate with the value of the ownership share. It will not be considered "real value" if the Indian(s) purchased the ownership share, directly or indirectly, through a promissory note, the ultimate creditor of which is the non-Indian owner of the firm or an immediate relation thereof, or any similar arrangement, unless a convincing showing can be made that the Indian owner(s) brought such special skills, marketing connections, or similar benefits to the firm that there is a good reason to believe the arrangement would have been entered into even if there were not an Indian participant and that he or she could not pay good value for his or her 51 percent or more Indian ownership because the normal capital sources were closed to him or her because he or she is an Indian. The Indian owner(s) may satisfy this requirement by demonstrating further that he or she extended his or her capital-raising capability as far as possible, such that the Indian participant clearly is at risk in the business in relationship to his or her means.
- (3) Profit. The Indian owner(s) will receive 51 percent or more of all profits. If there is any provision that gives the non-Indian owner a greater share of the profits, in whatever form and under whatever name, such as through management fees, equipment rental fees, or bonuses tied to profits, certification will be denied. Salary scales will be reviewed to ensure the relative salaries being paid Indian and non-Indian owners are consistent with the skills of the parties and are not being used to circumvent the requirement that Indian owners receive 51 percent or more of the profits.

(b) Management Control. The firm must be under significant Indian management and control. The firm must be able to demonstrate that:

(1) One or more of the Indian owners must be substantially involved, as a senior level official, in the day-to-day management of the firm as his or her primary employment activity. The Indian owner does not have to be the chief executive officer. However, he or she must, through prior experience or training, have substantial occupational ties to the area of business in which the firm is engaged such that he or she is qualified to serve in the senior level position and is sufficiently knowledgeable about the firm's activities to be accountable to the Tribe for the firm's activities. This provision may be waived when:

- (A) The firm is 100 percent Indian-owned and the chief executive officer is the spouse and/or parent of the owner(s), the family lives on or near the Reservation, and the majority of employees are Indian; or
- (B) The firm is modeled on a publicly held corporation such that it is owned by 10 or more persons, is at least 70 percent Indian-owned, the chief executive officer and the highest-salaried employee in the firm is/are Indian, and a majority of the employees are Indian.
- (C) Integrity of Structure. There must be good reason to believe that the firm was not established solely or primarily to take advantage of the Indian preference program. In evaluating an applicant under this criterion the TERO will consider the factors set out below. The TERO shall exercise broad discretion in applying these criteria in order to preserve the integrity of the Indian preference program and in questionable cases shall deny the certification.

- (i) History of the Firm. Whether the history of the firm provides reason to believe it was established primarily to take advantage of the Indian preference program, and in particular whether the firm, a portion of the firm, or key actors in the firm originally were associated with a non-Indian-owned business that gained little of business value in terms of capital, expertise, equipment, etc., by adding ownership or merging with an Indian firm.
- (ii) Employees. Whether key non-Indian employees of the applicant are former employees of a non-Indian firm with which the Indian firm is or has been affiliated, through a joint venture or other arrangement, such that there is reason to believe the non-Indian firm is controlling the applicant.

Whether Indians are employed in all or most of the positions for which qualified Indians are available. A high percentage of non-Indian employees

in such positions will provide reason to believe the firm was established primarily to benefit non-Indians.

- (iii) Relative Experience and Resources. Whether the experience, expertise, resources, etc., of the non-Indian partner(s) is so much greater than that of the Indian(s) that there is little sound business reason for the non-Indian to accept a junior role in the firm other than to be able to take advantage of the Indian preference program.

- (D) Brokers. Brokers will be certified only if they are dealers who own, operate, or maintain a store, warehouse, or other establishment in which the commodities being supplied are bought, kept in stock, and sold to the public in the usual course of business; provided, that this requirement shall not apply where the applicant demonstrates that it is customary and usual in the area of trade for a broker/dealer not to maintain an establishment and to keep the commodities in stock.
- (E) Manufacturing Companies. In determining whether or not a manufacturing firm is 51 percent Indian-owned and controlled, the Commission shall be guided by the Small Business Administration Standard Operating Procedures on certifying firms as eligible for the 8(a) program. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 4.2]

### **3.24R.230 Certification procedures.**

- (a) Application for Certification. A firm seeking certification as an Indian preference eligible firm shall submit a completed application (see PTC 3.24R.240) to the TERO on a form provided by the TERO. (Application forms may be obtained at the TERO's Office.) TERO staff will be available to assist a firm fill out the application. Within 21 days after receipt of a completed application, the staff shall review the application, request such additional information as it believes during the time any request for additional information is outstanding), conduct such investigations as it deems appropriate, and submit analysis and recommended disposition to the Commission. Copies of the analysis and recommended disposition shall be kept confidential and shall not be made available to the applicant or any other party. When it is so required, the TERO may extend the processing period by an additional 21 days, by sending notification of the extension to the applicant by registered mail. Within 15 days of receipt of the TERO's analysis and recommended disposition, the Commission shall hold a hearing on the application, posting notice of the hearing time at the Tribal Office, the Agency, and the TERO's Office at least five days prior to the hearing. In addition, any other party wishing to present information to the Commission shall be entitled to do so, by requesting, no less than one day prior to the hearing, an opportunity to participate. A party may be represented by counsel. The hearing shall be conducted as provided for the TERO hearing procedures.

- (b) Probationary Certification. An applicant granted certification shall be issued a one-year probationary certificate. During that period, the TERO staff and the Commission shall monitor the firm's activities to ensure that the firm is operating in the manner described in its application. During the probationary period, the TERO and the Commission shall have the right to request and receive such information and documents as they deem appropriate.
- (c) Final Certification. At the end of the probationary period the Commission, after receiving recommendations from the TERO staff, shall either:

- (1) Grant full certification;
- (2) Continue the probationary period for up to six months; or
- (3) Deny certification.

- (d) Withdrawal of Certification. From the information provided in reports required by subsection (f) of this section and PTC [3.24R.250](#), on the basis of a written grievance filed by any other firm or person, or on its own initiative, the TERO may initiate proceedings to withdraw or suspend the certification of any firm. The TERO shall prepare an analysis and recommended disposition for the Commission and shall send the firm notice, by registered mail, that its certification is being examined, along with the grounds therefor. The Commission shall then set a date for a hearing to be held within 21 days after it receives the analysis and recommended disposition from the TERO. At the hearing, the TERO staff shall present the case for suspension or withdrawal and the hearing shall be conducted as set out in PTC [3.24R.300\(b\)](#). After the hearing, the Commission may:

- (1) Withdraw certification;
- (2) Suspend certification for not more than one year;
- (3) Probation; or
- (4) Order corrective action within a fixed period.

A firm that has had its certification withdrawn may not reapply for a period of one year.

- (e) Firms Certified Prior to the Adoption of These Criteria. Each firm holding Indian preference certification from the Tribe prior to the effective date of these regulations shall submit an application as required by these regulations to the TERO within 30 days following the effective date of these regulations.

Should the TERO determine the firm qualified it shall, within 21 days of its receipt by the TERO, recommend approval of the application within 21 days of receipt of the application to the Commission.

The Commission shall, within 30 days of receipt of the recommendation, issue a new certificate without holding a public hearing. The Commission may refuse to issue a new certificate when it has reason to believe that such certification is not merited.

Should the TERO determine the firm does not qualify, it shall prepare an analysis of the reasons therefor, together with its recommended disposition. The analysis shall be submitted to the Commission within 21 days after receipt of the application. Should the TERO require additional information from the firm, computation of the 21-day period shall be stayed by the Commission for a reasonable time to permit such information to be provided. The Commission, after providing the firm an opportunity for a hearing as provided in PTC [3.24R.300\(b\)](#), which shall be held within 15 days after receipt of the TERO's findings, shall:

- (1) Grant the firm a new certificate; or
- (2) Determine that the firm is not in compliance. If the Commission determines that the firm is not in compliance, it shall provide the reasons therefor. The firm shall then have 15 days from the date of the decision to demonstrate to the Commission that it has made such changes as are necessary to come into compliance. If at the end of the 15-day period the firm has failed to come into compliance, its certificate shall be withdrawn. A copy of the withdrawal notice shall be sent to the firm.

- (f) Change in Status and Annual Reports. Each certified firm shall report in writing to the TERO any changes in its ownership or control status within the 60 days following such. Each certified firm, on the anniversary of its receipt of permanent certification, shall update its initial application for certification on the annual report form provided by the TERO. Failure to provide such information shall constitute grounds for withdrawal of certification. [Res. 061293 (12/06/93) § 4.3]

### **3.24R.240 Application for certification as an Indian preference firm.**

#### **1. Firm Identification.**

Name of firm (exactly as you want it to appear on all documents).

\_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date of Submission: \_\_\_\_\_

Single business: \_\_\_\_\_ Joint Venture: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone (Bus.) \_\_\_\_\_ Home: \_\_\_\_\_

Type of business (list all areas of business in which the firm intends to engage):

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Federal Identification Number: \_\_\_\_\_

Number of Employees: \_\_\_\_\_ Number of Indian Employees: \_\_\_\_\_

Year business was established: \_\_\_\_\_

2. Ownership.

A. Type of ownership (check one):

\_\_\_\_ Sole proprietorship

\_\_\_\_ Partnership (attach copy of partnership agreement with all amendments since date partnership created).

\_\_\_\_ Corporation (attach copy of the Certificate of Incorporation, Articles of Incorporation and Bylaws, including all amendments since date of incorporation).

B. Percent of Indian ownership: \_\_\_\_%

C. Provide for each Indian owner, his or her name, address, tribal affiliation, enrollment number, percent of ownership, amount of investment in the firm, method of investment (cash, equipment, loan or promissory note indicating who the loan is from), percent of voting control and position in the firm.

D. List for each non-Indian owner, his or her name, address, percent of ownership, amount of investment in firm, method of investment (cash, equipment, loan or promissory note indicating who the loan or note is from), percent of voting control, position in firm, name of all other firms in which the owner holds or has held within the past year an ownership interest (other than publicly held

corporations and similar ownerships held solely for investment purposes) or a management position.

E. List any management fee, equipment rental, bonuses or other arrangements that will provide payment to non-Indian owners beyond their share of profits and salaries, as indicated above.

F. Describe or attach any stock options or other ownership options that are outstanding and any agreements between owners or between owners and third parties which restrict ownership or control of Indian owners.

G. Identify any owner or management official of the named company who is or has been an employee of another company that has an ownership interest in or a present business relationship with the named company; present business relationships include shared space, equipment, financing, or employees as well as both companies having some of the same owners.

H. Indicate if this company or other companies with any of the same officers have previously received or been denied certification or participation as an Indian preference firm and describe the circumstances. Indicate the name of the certifying authority and the date of such certification or denial.

### 3. MANAGEMENT

A. Provide for each owner of more than 5% interest, all senior management personnel and members of the Board of Directors the following:

1. Name, address and social security number. If Indian, please include his or her Tribe and enrollment number.
2. Present position and description of duties.
3. Previous business experience.
4. Previous work experience in areas in which the firm intends to engage.
5. Other previous work experience.
6. Education and training.
7. Other jobs presently held.

B. Control of company. Identify by name, race, sex and title in the company of those individuals (owners and non-owners) who are responsible for day-to-day management, including, but not limited to, those with prime responsibility for:



1. Financial Decisions.

2. Management decisions, such as:

- a. Marketing and sales;
- b. Hiring and firing;
- c. Purchase of major equipment or supplies;
- d. Supervision of field personnel.

#### 4. CAPITAL AND EQUIPMENT

A. Equipment. List all equipment which costs \$300.00 or more when new.

QUANTITY	DESCRIPTION	PRICE	HOW OBTAINED (Purchased, etc.)
----------	-------------	-------	-----------------------------------

B. Capital.

- 1. Attach a current balance sheet.
- 2. Identify amount and source of original and present capital. (e.g., contributed by owner, bank loan – if loan, indicate name(s) of those legally bound to repay if other than organization).

C. Additional submissions.

Each applicant shall submit with this application the following:

1. List of officers, principal stockholders, and directors, with mailing addresses and number of shares held by each.

2. A sworn statement of the proper officer showing:

- a. The total number of shares of the capital stock actually issued and the amount of cash paid into the treasury on each share sold; or, if paid in property, the kind, quantity and value of the same per share.
- b. Of the stock sold, how much remains unpaid and subject to assessment.
- c. The amount of cash the company has in its treasury and elsewhere.
- d. The property, exclusive of cash, owned by the company and its value.
- e. The total indebtedness of the company and the nature of its obligations.

## 5. CERTIFICATION

I hereby certify that the information provided in this application is true and complete to the best of my knowledge and belief. I further certify that I have read the applicable ordinances, regulations, criteria and procedures of the Puyallup Tribe of Indians and do hereby submit to the jurisdiction provided therein.

Name of firm: \_\_\_\_\_

By: \_\_\_\_\_

(Signature of authorized officer and title)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[Res. 061293 (12/06/93) Appendix]

### Subchapter 5. Fees

#### 3.24R.250 Provision for collection of fees.

Except as otherwise provided all fees are due and shall be paid in full by any covered employer prior to commencing work. Other arrangements for payment shall be in writing and signed by the Director.

Immediately upon becoming aware that a covered employer is intending to engage in work, the Director shall mail to the employer, by registered mail, a notice regarding the nature and purpose of the fee, the percentage, the specific amount due, if known, the date due, and the possible consequences should the employer fail to comply. The notice shall be accompanied by a formal notice of fees due informing him/her that payment is overdue.

Should the employer fail to pay the fee by the day it commences work on trust lands or within the jurisdiction of the Puyallup Tribe of Indians, interest shall begin to accrue on that date at the rate of 10 percent per annum. On the day following that on which the employer commenced work, the Director shall send notice to the employer, by registered mail, that the fee is overdue and of the consequences imposed if the fee is not paid immediately.

If the fee is not paid by the fifteenth day after the employer commenced work, the Director shall file a formal charge of noncompliance, and shall schedule a Commission hearing to be held in five days or as soon thereafter as the Commission can meet and shall inform the employer of the scheduled hearing.

At the hearing, to be held whether or not the employer attends, the Commission shall determine whether the employer has failed to comply. If it finds noncompliance, it shall:

- (a) Impose penalties of not more than 10 percent of the amount due;

- (b) Petition the Tribal Court to affirm the decision of the Commission and to enforce its order through confiscation proceeding as provided by law.

Where the Director of the Commission has reasonable cause to believe that an employer will flee the jurisdiction prior to resolution of the matter, the Director may initiate any of the procedures provided for in PTC [3.24.480](#), notwithstanding the above procedure. [Amended during 2010 recodification; Res. 061293 (12/06/93) § 5.1]

#### **3.24R.260 Employers with a permanent place of business on the Reservation.**

An employer whom the Director determines will have a permanent place of business on the Reservation shall pay the fee pursuant to the following:

- (a) On April 15th, July 15th, October 15th and January 15th, the employer shall submit, on a form provided by the Director, information showing his total payroll for the previous quarter, accompanied by a check equal to two and one-half percent of the payroll for that quarter.
- (b) The Director, upon receipt of a written request may authorize, in writing, an employer to submit the information and payments on a quarterly schedule other than the one set out in subsection (a) of this section. When doing so, make the schedule compatible with the employer's fiscal year structure.
- (c) An employer covered by this section shall be subject to the same interest, penalty and enforcement requirements and deadlines as those established in PTC [3.24R.250](#). The Director shall send said employers appropriate notices and forms. [Res. 061293 (12/06/93) § 5.2]

#### **3.24R.270 Alternative arrangement.**

The Director, in his discretion, may, upon receipt of a written request, authorize an employer to pay the required fee in installments over the course of the year or the contract, as appropriate, when:

- (a) The total annual fee exceeds \$10,000; and
- (b) The employer demonstrates hardship or other good cause.

The decision to authorize an alternative arrangement, which shall be in writing, shall rest solely with the TERO Director and is not appealable to the Commission or the Courts.

The employer shall pay interest, at the prime rate, on all amounts paid after the day he commences work on the Reservation when paying under an alternative arrangement. [Res. 061293 (12/06/93) § 5.3]

### **Subchapter 6. Administrative Procedures**

#### **3.24R.280 Reports and monitoring.**

All entities engaged in any aspect of business activity on trust lands or within the jurisdiction of the Puyallup Tribe of Indians shall submit reports and such other information as requested by TERO. Employees of the TERO have the authority to make on-site inspections during regular working hours in order to monitor an entity's compliance with these regulations.

Employees of the TERO also have the authority to inspect and copy all relevant records of an entity, of the entity's signatory unions or subcontracts, to speak with workers on the job site and to engage in similar investigatory activities. All information collected by the TERO is confidential, unless disclosure is required during a hearing or appeal as provided for in these regulations. [Res. 061293 (12/06/93) § 6.1]

#### **3.24R.290 Individual complaint procedures.**

- (a) Noncompliance by an Entity. Any Indian or group of Indians, representatives or group of a class of Indians, certified firm, group of certified firms, or other persons or entity who believe that an entity has failed to comply with these regulations, or who believe that they have been discriminated against by a covered entity because they are Indian, may file, whether or not they can show that they were personally harmed by the entity's noncompliance.
- (b) Noncompliance by TERO. Any entity, group of entities, noncertified firms, non-Indian workers, or entity who believe that an action of the TERO Office under these regulations is in violation of these regulations, or Tribal or federal law, may file a complaint with the TERO. Persons may file whether or not they can show they were personally harmed by the TERO's action. [Res. 061293 (12/06/93) § 6.2]

#### **3.24R.300 Compliance and hearing procedures.**

- (a) Informal Settlement. If the TERO has reason to believe that a covered entity has failed to comply with any of these regulations, it shall notify the entity in writing, specifying the alleged violation(s). Should the party notified be a contractor or a subcontractor, notice shall also be provided to the entity holding the permit or authorization under which the contractor or subcontractor is operating and such entity shall be a party to all further negotiations, hearings and appeals.

The TERO shall then conduct an investigation of the charge and shall attempt to achieve an informal settlement of the matter. If voluntary conciliation cannot be achieved and the Director has reasonable cause to believe a party has violated the ordinance (Chapter [3.24](#) PTC) or regulations, he shall issue a formal notice of noncompliance to the party and shall proceed with the enforcement procedure provided by law.

- (b) Procedures for Hearing. All hearings before the Commission shall be governed by the Puyallup Tribe of Indians' due process hearing procedure. [Res. 061293 (12/06/93) § 6.3]

#### **3.24R.310 Sanctions.**

The Commission may impose any or all of the following sanctions where it finds a violation of the ordinance (Chapter [3.24](#) PTC) or regulations. If, after the hearing, the Commission determines that the violation alleged and that the party charged has no adequate defense in law or fact, or if no hearing is requested, the Commission may:

- (a) Deny such party the right to commence business on or near the Puyallup Indian Reservation;
- (b) Impose a civil fine in an amount not to exceed \$1,000 for each violation;
- (c) Suspend such party's operation on or near the Puyallup Indian Reservation;
- (d) Terminate such party's operation on or near the Puyallup Indian Reservation;
- (e) Deny the right of such party to conduct any further business on or near the Puyallup Indian Reservation;
- (f) Order such party to make payment of back pay to any aggrieved Indian;
- (g) Order such party to dismiss any employees hired in violation of these regulations;
- (h) Order such party to take such other action as is necessary to ensure compliance with the ordinance (Chapter [3.24](#) PTC) or to remedy any harm caused by a violation of the ordinance.

The Commission's decision shall be in writing, shall be served on the charged party by registered mail or in person and shall be submitted not later than 30 days after the close of the hearing. Where failure to comply immediately with the Commission's orders may cause irreparable harm, the Commission may move the Tribal Court for, and the Tribal Court shall grant, such injunctive relief as necessary to preserve the rights of the beneficiaries of the ordinance (Chapter [3.24](#) PTC), pending the party's appeal or expiration of the time for appeal. [Res. 061293 (12/06/93) § 6.4]

#### **3.24R.320 Appeals.**

Any entity or complaining party shall have the right to appeal any decision of the Commission to the Tribal Court. [Res. 061293 (12/06/93) § 6.5]

#### **3.24R.330 Bonds.**

The Director may require an entity to post a bond with the Commission pending a hearing before the Commission and may petition the Court from a decision of the Commission, upon making a written finding that any of the following conditions exist. The entity:

- (a) Has no permanent place of business on trust lands or within the jurisdiction of the Puyallup Indian Tribe; and
- (b) The amount of sanction exceeds or likely will exceed \$1,000; and

- (c) The project on which the entity is employed will be substantially completed within 60 days, such that it may be difficult to locate property of said employer on trust lands or within the jurisdiction of the Puyallup Indian Tribe that would be available for attachment or confiscation should the entity fail to pay a sanction imposed on it; and
- (d) The entity has failed to comply with an order of the Commission or the Courts in the past, and the employer has engaged in behavior that demonstrates a disregard for the authority and requirements of the Commission, such that the Director or Commission has good reason to believe the entity will not comply with the orders of the Commission or the Court. [Res. 061293 (12/06/93) § 6.6]

### **3.24R.340 Attachment.**

The Commission may petition the Court for attachment of property of an entity should any of the following conditions exist:

- (a) An entity has refused or failed to post a bond after being ordered to do so by the Director, Commission or Court as provided in PTC [3.24R.330](#); or
- (b) The Commission has good reason to believe the entity will remove itself or its property before it can complete its efforts to require the entity to post a bond; or
- (c) The entity has demonstrated an intent to disregard the orders of the Director, Commission or Court. [Res. 061293 (12/06/93) § 6.7]

### **3.24R.350 Irreparable harm.**

A finding of irreparable harm upon the petition of the Commission or Director for injunctive relief shall be made only upon a showing that damage will occur that cannot be adequately remedied through the payment of monetary damages. Such showing shall include but is not limited to the following:

- (a) That a contractor or subcontractor is about to or has begun work on a contract or subcontract entered into in violation of the provisions of the ordinance (Chapter [3.24](#) PTC) or regulations requiring contract or subcontract preference, when there is one or more Indian firms available to perform said contract or subcontract, since it is impossible to measure in monetary terms the damages suffered by an Indian firm's failure to obtain a contract or subcontract.
- (b) An entity or its subcontractor is about to or has hired two or more persons in violation of the provisions of the ordinance (Chapter [3.24](#) PTC) or regulations requiring Indian employment preference, and there are Indians available to fill those positions, since it is difficult to identify the specific Indians who would fill those positions once the number of positions at issue is two or greater, making the payment of payback difficult to achieve.

- (c) An entity refuses to submit a preference plan in the time required and indicates through words or action that it intends to disregard the requirement imposed by the ordinance (Chapter [3.24](#) PTC) or regulations. [Res. 061293 (12/06/93) § 6.8]

### **Subchapter 7. Due Process Hearing Procedures**

#### **3.24R.360 Prehearing procedures.**

- (a) Review of TERO Files. The respondent employer or entity against whom the charge has been filed shall have the right to review the case file of the Director by scheduling a visit to the TERO Office during regular working hours at any point after receiving notice of a hearing. The Director, however, shall have the right to protect confidential information. The file shall be cleared of confidential information in a manner that causes the loss of the least amount of relevant information from the files.
- (b) List of Witnesses. Ten days prior to the hearing (or as soon as possible if the hearing is to be held within 10 days after notice), the respondent and the Director shall submit to the Commission Chairman a list of witnesses that each intends to call at the hearing, the approximate length of their testimony, and the subject matter and relevance of their testimony. It shall indicate any witnesses that must be subpoenaed. The Director shall then issue the subpoenas.
- (c) Prehearing Interviews of Witnesses. The respondent and the Director shall have the right to interview the witnesses of the other party, prior to the hearing. The Director's witnesses shall be interviewed in the presence of the Director or his delegate. The respondent's witnesses shall be interviewed under such reasonable conditions as are established by the respondent. Either party may appeal to the Chairman of the Commission if cooperation is not forthcoming and the Chairman is empowered to require such steps as are necessary to resolve the problem.
- (d) Subpoenas of Documents and Things. The respondent shall, no later than 10 days prior to the hearing (or as soon as possible if the hearing is noticed less than 10 days before the hearing), provide the Director with a list of items it wishes to have subpoenaed and the relevance of each. The Director shall subpoena all relevant items listed as well as items needed by the Director. Any disputes shall be brought to the Chairman of the Commission who shall resolve such disputes.
- (e) Postponements. Any request for a postponement of the hearing must be submitted in writing to the Chairman of the Commission no fewer than three days prior to the hearing. Should the Director and the respondent mutually submit a request for a postponement because of the possibility of settling the matter, the requests for a postponement may be submitted at any time. [Res. 061293 (12/06/93) § 7.1]

#### **3.24R.370 Conduct of the hearing.**

(a) Presiding Officer. As presiding officer, the Chairman of the Tribal Employment Rights Commission will control the proceedings. He or she will take whatever action is necessary to ensure an equitable, orderly, and expeditious hearing. Parties shall abide by the presiding official's rulings. The presiding official has the authority, among others, to:

- (1) Administer oaths or affirmations;
- (2) Regulate the course of the hearing;
- (3) Rule on offers of proof;
- (4) Limit the number of witnesses when testimony would be unduly repetitious; and
- (5) Exclude any person from the hearing for contemptuous conduct or misbehavior that obstructs the hearing.

- (b) Director. The TERO Director shall represent the TERO on all charges filed by it, even if the charge was initiated by a complaint filed by a private individual.
- (c) Respondent. The respondent shall be present for the hearing and he or his representative (other than an attorney) shall represent him during the proceedings.
- (d) Attorneys. Either party may have an attorney present as an advisor. The attorney, however, may not make any presentations, cross-examine witnesses or address the Commission.
- (e) Recording of the Hearing. The Commission shall electronically record the hearing and shall retain the electronic record for not less than one year after the hearing. The respondent shall be permitted to record the hearing.
- (f) Prohibition Against Reprisals. All parties shall have the right to testify on their behalf without fear of reprisal.
- (g) Starting Time. The hearing shall be opened promptly at the time specified by the Commission.
- (h) Opening Statements. Both parties may present opening statements regarding what they intend to prove at the hearing.
- (i) Order of Proceedings. The Director shall present the TERO's case first.
- (j) Examination and Cross-Examination of Witnesses. Both parties may subpoena and examine friendly and hostile witnesses. Both parties may examine and cross-examine witnesses. No harassment or efforts to intimidate witnesses shall be permitted. The Commission members may examine witnesses at any point in their testimony. The testimony of all witnesses shall be under oath or affirmation.



- (k) Irrelevant Testimony. Parties may object to clearly irrelevant material, but technical objections to testimony as used in a court of law will not be entertained. The Commission shall prohibit any testimony that it deems irrelevant in order to keep control of the hearing.
- (l) Written Testimony. Written testimony shall be admitted into evidence during the hearing only when a witness cannot appear in person. When a party wishes to use the written testimony of a witness who cannot appear, the party must submit in advance of the hearing a written explanation for the nonappearance of the witness to the Commission. If the Commission is satisfied with the explanation, the party may obtain the testimony by means of an interrogatory. When, for reasons satisfactory to the Commission, an interrogatory cannot be used, an affidavit or deposition from the witness may be used. A signed but unsworn statement will be admitted into evidence only under unusual circumstances and when the Commission is satisfied that the testimony cannot be obtained otherwise.
- (m) Closing Statement. Closing statements for each party will be permitted. The Director shall proceed first. [Res. 061293 (12/06/93) § 7.2]

**3.24R.380 The decision.**

The Commission shall render a decision by majority vote and deliver the decision in writing to each of the parties. [Res. 061293 (12/06/93) § 7.3]

**PART J**

**EXECUTIVE ORDER 11246**

## **EXECUTIVE ORDER 11246 (SEPTEMBER 24, 1965)**

### **1. Objectives – General Provisions:**

- A. Bans federal contractors and subcontractors from discriminating against employees and applicants for employment because of their race, color, religion, sex, or national origin.
- B. Requires federal contractors to practice affirmative action – that is to go beyond refraining from discriminatory practices/policies by taking positive, results – oriented steps toward the elimination of employment barriers to minorities and women.

### **2. Specific Coverage of Indian Preference Under Executive Order 11246:**

Work on or near Indian reservations:

“It shall not be a violation of the equal opportunity clause for a construction or non-construction contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation in connection with employment opportunities on or near an Indian reservation. The use of the word “near” would include all that area where a person seeking employment could reasonably be expected to commute to and from in the course of a work day. Contractors or subcontractors extending such a preference shall not, however, discriminate among Indians on the basis of religion, sex, or tribal affiliation, and the use of such a preference shall not excuse a contractor from complying with the other requirements contained in this chapter.”

### **3. Coverage:**

Basic Contractual Obligations – covered Contractors:

- A. Applies to all federal contractors and subcontractors that have construction, supply or service contracts of:
  - \$10,000 or more (Need EEO Policy)
  - \$50,000 or more (Need Affirmative Action Plan)



IN REPLY LETTER TO  
Contracting and Grants  
Administrative Staff

United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WASHINGTON, D.C. 20215

JUNE 19 1984

ACQUISITION AND ASSISTANCE AGREEMENT INSTRUCTION 84-1

- TO: (1) All Area Directors  
(2) Central Office Directors (Codes 200,300,400,500,600)  
(3) Central Office Codes: 105, 660A, 700, 800, 880A, 882
- FROM: Deputy Assistant Secretary – Indian Affairs (Operations)
- SUBJECT: Preference Status for Indian/Alaska Native Persons and Economic Enterprises as Bureau Contractors
- REFERENCE: (1) Indian Self-Determination and Education Assistance Act (Pub. L. 93-638).  
(2) 25 CFR Part 271  
(3) 48 CFR Subpart 1404.7.  
(4) 19 BIAM Supp. 16  
(5) Acquisition and Assistance Agreement Instruction 83-2 (dtd. 10 June 1983)  
(6) 25 U.S.C. 47. (Buy Indian Act).
1. Purpose. To supplement Acquisition and Assistance Agreement Instruction 83-2 (dtd. 10 June 83-2 (dtd. 10 June 1983)
  2. Cancellation. None
  3. Background. Refer to prior Series Issuance and to Ref. (3) and (5).
  4. Discussion. Section 7(b) of Ref. (1) prescribes Indian/Alaska Native preference on all Federally-funded contracts and on all subcontracts awarded for the benefit of Indian/Alaska Native persons.

Section 7(b) states specifically:

“Any contracts, subcontracts, grant, sub grant – pursuant to this Act, or any other Act authorizing Federal contracts with or grants to Indian organizations or for the benefit of Indians, shall require that to the greatest extent feasible: (1) preferences and opportunities for training and employment in connection with the administration of such contracts or grants shall be given to Indians; and (2) preferences in the award of subcontracts and sub grants in connection with the administration of such contracts or grants shall be given to Indian/Alaska Native persons.”

As a consequence, the Bureau of Indian Affairs works cooperatively with Indian tribes and the tribally designated and sanctioned Tribal Employment Rights Offices (TERO) to develop, support, monitor and enforce the consistent application and implementation of the Section 7(b) preference requirement with regard to all Bureau contracts awarded for services provided on or near Indian reservations and in Alaska Native villages.

As an adjunct, it is Bureau policy to continue efforts to contract directly with Indian/Alaska Native economic enterprises under the authority of Ref. (6).

5. Score. This Instruction applies to all Bureau Central/Area Office activities/locations, and it's personnel.
6. Action. The following procedures are provided for Bureau personnel responsible for the implementation of Section 7(b) preference requirements.
  - A. The legislative requirements of Section 7(b) of Ref. (1) and relevant Bureau Releases apply to all Bureau contracts, regardless of award authority.
  - B. The Contracting Officer [and the Contracting Officer's Representative (COR) Designated specifically to monitor Section 7(b) preference compliance] shall Review all solicitation documents to ensure the latter contain the required Indian/Alaska Native preference provisions. Where a Departmental Solicitor-approved TERO ordinance is in effect, or where the Tribe has an approved TERO and/or Tax ordinance that is applicable, the solicitation shall contain the following:
    - (1) A copy of the TERO ordinance and tax (if applicable); and
    - (2) A notice on page one (1) of the solicitation that the Tribe has a TERO ordinance and taxes with which the successful bidder must comply; and
    - (3) A certification to be signed by each bidder that (s) he is aware of, and Understands, the applicable tribal requirements; and
    - (4) A list of potential Indian/Alaska Native subcontractors; and
    - (5) A notice that there will be a pre-bid/proposal conference and the time and place of the conference.
  - C. If the project is to be carried out on a reservation and no TERO ordinance exists, the Tribal Chairman/designee shall be notified of the pending solicitation two weeks in advance.
  - D. The Contracting Officer and TERO Director or Tribal representative will provide a comprehensive briefing on Section 7(b) Indian/Alaska Native preference requirements to the prospective offerors. A list of potential subcontractors (Indian/Alaska Native economic enterprises) shall also be given to the prospective offerors by the Contracting Officer/TERO Director.

- E. The Commerce Business Daily (CBD) announcement shall provide for the submission of a subcontracting plan, which will outline the contractors steps to be taken to implement the Section 7(b) preference requirements. The preference plan shall include the following:
- (1) A list of each subcontractor (identified as Indian or non-Indian) that the offeror intends to use on the project; and
  - (2) For each non-Indian subcontractor on the list, the plan shall describe the steps taken by the successful offeror to locate an acceptable Indian/Alaska Native firm. This shall include contacts with the local TERO office; and
  - (3) A list of all employment opportunities on the project: (with their approximate starting and ending dates) shall be provided by both the prime contractor and all subcontractors; and
  - (4) Any positions which the offeror wishes to be classified as Core Crew (See 6H (3) below); and
  - (5) An agreement not to deviate from the preference plan, subject to sanctions under the contract/TERO ordinance without first receiving written permission from the Contracting Officer; and
  - (6) A schedule of written periodic reports to be submitted which will reflect the extent of preference compliance; and
  - (7) A list of possible trainee or apprenticeship positions available under the contract.
- F. Failure to negotiate an acceptable Section 7(b) subcontracting plan shall render the offeror non-responsive. Negotiations may then be conducted with the next low offeror.
- (1) The Contracting Officer shall forward a copy of that plan to the Contracting Officer's Representative and TERO Director or Tribal Representative for review and comment within ten (10) working days. The Contracting Officer will give substantial weight to the recommendation of the Contracting Officer's Representative and TERO Director or Tribal representative as to whether or not the plan is acceptable.
  - (2) The requirement to submit a Section 7(b) subcontracting plan shall be applicable to all offerors, regardless of size.
- G. Where a local TERO ordinance is in effect and approved by the cognizant Solicitor's office, contractors/subcontractors are subject to those TERO requirements. If there is a conflict between the local TERO requirements and the Acquisition and Assistance Agreements Instruction procedures, the local TERO provisions shall apply unless prohibited by statute or regulation.

H. It shall be the responsibility of the offeror to seek and select Indian/Alaska Native subcontractors for the project. The Bureau shall provide the following to the offeror at the time of solicitation:

- (1) Soliciting or accepting of offers from non-Indian business Enterprises is forbidden at this point;
- (2) Bid shopping (peddling) is strictly prohibited;
- (3) If only one Indian/Alaska Native subcontractor is available to bid, the contractor will advise that subcontractor of the contract and solicit an offer. If the offer is reasonable, it shall be accepted. If the offer is not reasonable, the contractor shall advise the Indian/Alaska Native subcontractor that the offer was unreasonable and shall attempt to negotiate a fair and reasonable offer; and
- (4) If the Indian/Alaska Native subcontractor will not negotiate a fair and reasonable offer, the contractor may solicit offers from non-Indian subcontractors. The solicitation of offers from non-Indian subcontractors will be done only after a positive attempt has been made by the contractor to negotiate a fair and reasonable offer from the Indian/Alaska Native subcontractor and the effort has failed to result in a fair and reasonable offer; and
- (5) The Contracting Officer will provide all information pertaining to the project to the TERO Director who may advise the former as to the efficiency of an "honest effort" to negotiate a fair and reasonable offer. However, the final determination of "good faith" rests with the Contracting Officer.

I. Section 7(b) of Ref. (1) requires that preference to Indian/Alaska Native persons be given in the areas of employment and training. Offerors shall be advised, at the time of solicitation, of the following procedures to be followed for employment opportunities under the contract:

- (1) In all cases where the local tribal government has an approved TERO ordinance in effect, employment will be in accordance with those local directives; and
- (2) Where there is no TERO ordinance in effect, the Contracting Officer's Representative will directly, or through an agreement with the tribe's manpower office, establish a referral system for Indian employees, consistent with the requirement that the contractor/subcontractor may not hire any non-Indian person until it has given the Contracting Officer's Representative (or tribal office) an opportunity to locate a qualified Indian person for any vacancy. After the Contracting Officer's Representative (or Tribal office) has received the hiring schedule from the contractor/subcontractor, (s)he will fill those positions, and then shall submit it to the contractor/subcontractor. The Contracting Officer's Representative/

Tribal office will assist the contractor/subcontractor in locating such persons; and

- (3) The preference requirements under Section 7(b) and these JAI procedures shall not apply to employees of the contractor or subcontractor who qualify as "Core Crew: members. A Core Crew member is defined as:

"Any person who is in the contractor/subcontractor's crew who holds a key position such that the employer would face a serious loss if that position were filled by a person who had not previously worked for that contractor or subcontractor."

The contractor and subcontractor(s) will list all positions they want Identified as Core Crew and present that list to the Contracting Officer's Representative and TERO Director (where applicable), with a written explanation supporting why they believe each listed position qualifies for inclusion. The Contracting Officer may, based on recommendations from the Contracting Officer's Representative and/or the TERO Director, disapprove any or all of the positions listed on the grounds that they are not Core Crew-eligible.

- J. In all cases where the local tribal government has an approved TERO ordinance in effect, the Bureau shall award a contract for monitoring and enforcement of the Section 7(b) preference requirements with the tribal TERO office if so requested by the tribe or TERO office in accordance with tribal procedures. The amount of the firm fixed-price contract will be negotiated on the merits of the contract. However, where the tribe has a TERO tax or fee in effect, a no cost monitoring agreement shall be entered into.
- K. In cases where the local tribal government does not have a TERO ordinance in Effect, and the tribe does not want to provide services to monitor the Section 7(b) preference compliance, the BIA Agency Office Employment Assistance Officer (or another person designated by the Contracting Officer) shall serve as the contract administrator will actively and vigorously monitor the contractor's/subcontractor's compliance with the Section 7(b) preference requirements. Monitoring will include the following minimum steps:
  - (1) Periodic on-site visits; and
  - (2) Review and analysis of periodic progress and final reports submitted by the contractor; and
  - (3) Review of the contractor's/subcontractor's payroll records to verify the use of Indian/Alaska Native employees consistent with the Section 7(b) preference requirements; and
  - (4) Inform Indian/Alaska Native persons about their rights under these procedures and of the complaint procedure; and
  - (5) Inform local Indian/Alaska Native persons and other Indian/Alaska



Native communities of the employment opportunities available on the project, and of the Section 7(b) preference requirements that apply.

- L. The use of the Bureau's administrative procedures by the Contracting Officer for contractor non-compliance in no way prevents the TERO Director from processing an identical complaint, or from independently imposing sanctions in accordance with the local TERO ordinances. However, the Contracting Officer's Representative will seek to combine investigations with the TERO Director to reduce the burden on all parties and avoid duplication.
  - (1) Where no TERO exists, all complaints and/or violations of these procedures (As outlined) will first be brought to the attention of the Contracting Officer's Representative who will attempt to resolve the complaint/violation informally. If that fails, the Contracting Officer will attempt to process the complaint and issue a decision before any irreparable damage occurs. If necessary, the Contracting Officer's Representative and the Contracting Officer shall conduct a joint investigation; and
  - (2) The Contracting Officer may instruct a party to delay taking an action that will cause irreparable damage prior to completion of the complaint review process.
- M. The use, or non-use, of sanctions by the Contracting Officer in any way prevents the local TERO Director from imposing independent sanctions in accordance with the local tribal TERO ordinance. Upon recommendation of the Contracting Officer's Representative, any or all of the following sanctions may be imposed by the Contracting Officer for violation of the Section 7(b) preference requirements.
  - (1) Suspension or termination of the contract;
  - (2) Implement debarment procedures.
- N. Union compliance with Indian/Alaska Native preference requirements on reservation work projects will be in accordance with the local TERO ordinance.
  - (1) Where a TERO ordinance does not exist, all contractors and subcontractors who have collective bargaining agreements with any union organization are responsible for union compliance with regards to Indian/Alaska Native preference to qualified persons in the referrals of job applicants to the contractor/subcontractors. Specifically, as long as there is a qualified Indian/Alaska Native person on any of the referral lists maintained by the union, the Contracting Offer or the tribe, that Indian/Alaska Native person will be referred before any non-Indian person is referred, even if the non-Indian person is on a preferred referral list.
  - (2) The contractor/subcontractor may not request a non-Indian person by name as long as there is a qualified Indian/Alaska Native person on any of the lists.

(3) No work on the scheduled project will begin until these written agreements are made; or, the contractor makes substitute agreements that, in the judgment of the Contracting Officer in consultation with the TERO Director, provide satisfactorily for implementation of the Section 7(b) preference requirements.

- O. Copies of this Instruction are to be made available to all Warrant System Contracting Officers, as well as to all program managers at Area/Agency Offices.
- P. Central Office Code 512 shall copy Area and Agency Office education supervisors, post-secondary institutions, and Bureau-funded Community that are recipients of funds under Bureau contract/subcontracts shall comply with the provisions of Ref. (1), (3), (5) and this instruction.

7. Additional Actions-Buy Indian Contracts:

- A. If the Contracting Officer has reason to believe that there will be no (or too few) Indian/Alaska Native firms qualified to perform the proposed project, the Contracting Officer shall consult with the relevant Bureau and Tribal programs office to determine if the contract can be divided into several smaller contracts. If doing so is programmatically feasible, the project will be so divided, unless it is determined that doing so will cause the total project cost to be unreasonably increased. "Reasonableness" will be determined by the cognizant Area Director after considering the recommendation of the relevant staff offices.
- B. In order to determine the reasonableness of all offers, the initiating program office shall provide the Contracting Officer with a government estimate.
- C. If offers received exceed the government estimate, the Contracting Officer shall advise each responsive, responsible Indian/Alaska Native bidder(s) that they exceed the estimate. The Contracting Officer shall then attempt to negotiate a fair and reasonable offer with the lowest, responsive bidder in accordance with 45 CFR 15.214.
- D. If only one Indian/Alaska Native offeror submits a bid and that bid exceeds the government estimate, the Contracting Officer shall advise the offeror that the offer was too high and will attempt to negotiate a fair and reasonable offer.
- E. If, under C and D above, the Indian/Alaska Native offeror will not negotiate a fair and reasonable price, the Contracting Officer shall cancel the solicitation and follow normal procurement procedures. The opening of the solicitation to non-Indians shall be done only after a good faith effort is made to negotiate a lower offer with the Indian offeror and the effort has failed. The Contracting Officer, after full consultation with the TERO Director/tribal representative, will determine a "good faith effort."
- F. If there are no Indian/Alaska Native offerors, or none who have reached a reasonable negotiated offer, the solicitation will be cancelled and normal procurement procedures shall be followed.

8. Reports:

- A. Appropriate contract clauses will be developed by the Contracting and Grants Administration Staff (Central Office) and made available to Bureau Contract Offices.
- B. A new report form will be developed to monitor the Bureau's compliance with Section 7(b) of Ref. (1) and will be included in AMS Handbook No. 2. The report shall be submitted to Contracting and Grants Administration Staff (Central Offices) within thirty (30) calendar days after the completion of the project.



IN REPLY LETTER TO  
Contracting and Grants  
Administrative Staff

United States Department of the Interior  
BUREAU OF INDIAN AFFAIRS  
WASHINGTON, D.C. 20215

August 17 1984

ACQUISITION AND ASSISTANCE AGREEMENT INSTRUCTION 84-1A

- TO: (1) All Area Directors  
(4) Central Office Directors (Codes 200,300,400,500,600)  
(5) Central Office Codes: 105, 660A, 700, 800, 880A, 882
- FROM: Deputy Assistant Secretary – Indian Affairs (Operations)
- SUBJECT: Amendment to No. 84-1, Preference Status for Indian/Alaska Native Persons and Economic Enterprises as Bureau Contractors
1. Purpose. To amend and correct Acquisition and Assistance Agreement Instruction 84-1 (dtd. June 19, 1984).
  2. Correction. Under item 6 – Action – paragraph A, delete “regardless of award authority.” Insert “except those contracts issued and awarded pursuant to Title I and to Indian Tribes and Indian Organizations under Title II of Pub. L. 93-638 (25 U.S.C. 450 et. seq., and 25 U.S. 455 et. seq. respectively).”

Item 6B(1) is revised to read as follows”

“A written notification that a Tribal TERO ordinance and/or tax is in effect; the percentage figure of the tax and the legal requirement of the contractor to pay such tax. Whenever feasible, a copy of the ordinance shall be included in the solicitation package or a statement identifying where a copy may be obtained; and”

Under item 6E(4), change the reference from 6H(3) to 6I(3).

Item 6F is revised to read as follows:

“Failure to submit an acceptable Section 7(b) subcontracting plan shall render the offeror non-responsive. Award of a contract as a result of an unrestricted formally advertised solicitation shall be made to the lowest bidder with an acceptable plan. Otherwise, negotiations may be conducted with the most technically acceptable and/or lowest offeror.”

Item 7C revised to read as follows:

"If offers received exceed the government estimate and are not considered to be fair and reasonable by the Contracting Officer, the Contracting Officer shall advise each responsive, responsible Indian/Alaska Native to negotiate a fair and reasonable offer with the lowest, responsive, responsible bidder. Prior to such negotiation, the Contracting Officer shall prepare an appropriate Determination and Findings setting for the reasons why the initial offer(s) was not considered fair and reasonable."

3. Action. Each holder of the Instruction Series should take appropriate steps to effect these changes. Central Office Code 512 shall provide copies to field Education Supervisors and to post-secondary institutions.

A handwritten signature in black ink, appearing to be "JL 277" with a long, sweeping underline.

## **TITLE VII – CIVIL RIGHTS ACT OF 1964 (AS AMMENDED)**

### **1. Objectives – General Provisions:**

- A. Title VII prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, and other aspects of employment on the basis of race, color, religion, sex, or national origin.
- B. In 1978, Title VII was amended to include the Pregnancy Discrimination Act, which requires employers to treat pregnancy and pregnancy-related medical conditions the same as any other medical disability in the administration of employment practices and employee health benefits.

### **2. Specific Coverage of Indian Preference Under Title VII:**

Title VII, Section 703 (i) states:

“Nothing contained in this Title shall apply to any businesses or enterprise on or near an Indian reservation with respect to any publicly announced employment practice of such business enterprise under which preferential treatment is given to any individual because he is an Indian.”

### **3. Coverage:**

- A. Employment discrimination by any of the groups having 15 or more employees is prohibited:
  - Private employers
  - State and local governments
  - Educational institutions
  - Labor organizations
- B. Employment discrimination by any of these groups is also prohibited:
  - The federal government
  - Private and public employment agencies
  - Joint labor management committees for apprenticeship and training

**PART K**

**SAMPLE – WORK PERMIT**



**Puyallup Tribe Of Indians  
Tribal Employment Rights Office  
TERO  
253-573-7846  
Work Permit**

This document is certification that the named employer stated below contacted the Tribal Employment Rights Office (TERO). The TERO was not able to locate an Indian Preference client for the craft/position requested.

Your employee has been cleared through the TERO office for employment on the project listed below which is located within the boundaries of the Puyallup Indian Reservation. The position this individual has been cleared to work is stated below. If and when this permit expires please contact the TERO Office immediately.

**StartDate:** 2/11/2015 **Project Title** I5 WSDOT Project

**Company Name** Hamilton Construction

**First Name** C **Last Name:** A

**Position:** Field Engineer

**Clearance Duration** 60 Days

**Reason of Approval:** Unfillable

**TERO Approval:**

**Comments:**



## **APPENDIX C**

### **TRAFFIC CONTROL HANDBOOK**

**\*\*\* Note: Traffic Control Handbook front-end excerpt and website provided below for contractor convenience. For the full Traffic Control Handbook with example traffic control plans visit the website below.**

**\*\*\***

**COT Traffic Control Handbook Website:**

[https://www.cityoftacoma.org/UserFiles/Servers/Server\\_6/File/cms/PublicWorks/Engineering/DesignManual/2021TrafficControlHandbook.pdf](https://www.cityoftacoma.org/UserFiles/Servers/Server_6/File/cms/PublicWorks/Engineering/DesignManual/2021TrafficControlHandbook.pdf)

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# TRAFFIC CONTROL HANDBOOK

**MUST MAINTAIN  
PEDESTRIAN AND  
DISABILITY ACCESS AT  
ALL TIMES**





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/](http://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.

## 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 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.

12. When parking lanes are closed due to construction, "no parking" portables will be installed at least 72 hours in advance of the closure in unrestricted areas and 48 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.
20. Any use of steel plates by contractor shall be for overnight purposes only and shall be used over weekends with prior approval by City or its inspector. They may not be used on steep grades, 8 percent or greater, they must have asphalt ramps/wedges around the plates and a non-skid surface at all times. All plates must be pinned down and the City of Tacoma may require combinations of plates to be welded together. Warning signs must be appropriately placed to caution motorists of upcoming steel plates. Steel plates are not allowed if snow is expected or if there is a potential for snow. The Inspector must review and approve all steel plate placements prior to leaving the job site. If located in the pedestrian path, they shall comply with ADA standards.

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](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.

<b>Department</b>	<b>Phone</b>	<b>Fax</b>	<b>Email</b>
<b>Traffic Engineering</b>	<b>591-5305</b>	<b>591-5533</b>	trafficcontrolplans@cityoftacoma.org
<b>Tacoma Fire Department</b>	<b>591-5775</b>	<b>591-5034</b>	dutyofficer@cityoftacoma.org tacomafiredepartment@cityoftacoma.org
<b>Tacoma Police –Ops</b>	<b>591-5932</b>	<b>594-7842</b>	TacomaPoliceEvents@cityoftacoma.org
<b>LESA</b>	<b>798-4721 Opt #3</b>	<b>798-2708</b>	commsupsb@southsound911.org
<b>Sound Transit Link</b>	<b>206-370-5674</b>		Denise.Ahuna@soundtransit.org
<b>Pierce Transit Service Impacts</b>	<b>377-5027</b>	<b>589-6364 or 589-6367</b>	serviceimpacts@piercetransit.org mdavilla@piercetransit.org
<b>Pierce Transit Events Coordinator</b>	<b>581-8001</b>	<b>984-8161</b>	bnelson@piercetransit.org
<b>Public Works/Signal and Streetlighting</b>	<b>591-5287</b>	<b>593-7745</b>	gyotter@cityoftacoma.org
<b>Public Works/Street Ops</b>	<b>591-5495</b>	<b>591-5302</b>	streetoperations@cityoftacoma.org
<b>School Trans Office</b>	<b>571-1853</b>	<b>571-1932</b>	transportation@tacoma.k12.wa.us
<b>First Students</b>		<b>272-7799</b>	Elizabeth.Anderson@firstgroup.com
<b>Chief Leschi Schools</b>	<b>445-4000</b>		Cindy.Hanson@leschischools.org
<b>UWT Facilities Services</b>	<b>692-5700</b>	<b>692-5705</b>	facility@uw.edu
<b>Off-Duty Police Officer</b>	<b>591-5932</b>		TacomaPoliceEvents@cityoftacoma.org
<b>Tacoma Refuse</b>	<b>591-5544</b>	<b>591-5547</b>	rcollections@cityoftacoma.org
<b>Tacoma First</b>	<b>311 (city limits)</b>		csc@cityoftacoma.org

### **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](http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic_Control_Handbook.pdf)

**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

**20%**

Women Business  
Enterprise Requirement

**17%**

Small Business Enterprise  
Requirement

**20%**

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

[www.omwbe.diversitycompliance.com](http://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/EIC: WO#: 60000055725 / Activity code: 10 / Work center: TE-6-003

Date of Record: 01/29/2024

Project Spec#: PW24-0016F

Project Title: 2024 Striping Contract

\*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) PROGRAM

### 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 policy, the City of Tacoma is utilizing a cloud-based software system:**

**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.

The system is monitored/audited by EIC staff to ensure contract compliance, proactively identify potential issues, and track contract progress.

**\*EIC STAFF Contact Information**

**For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**

- **Call EIC Office** at (253) 591-5630 or (253) 591-5826
- **Email EIC Office** at [EICOffice@cityoftacoma.org](mailto:EICOffice@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](http://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](mailto: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, or “pregnancy outcomes” under TMC 1.29.040, 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. 28859 Ex. A; passed Nov. 22, 2022: 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)

**PART IV**

**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](mailto: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), 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 Trevorrow, at (253) 591-5590 or [leap@cityoftacoma.org](mailto: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.

**\*NOTE – for projects bid on or after October 10, 2023, compliance with workforce requirements and payrolls will be strictly enforced.**

### **LEAP PROGRAM REQUIREMENTS:**

1. **LOCAL EMPLOYMENT Requirement:** 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 Requirement:** 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(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. **FAILURE TO MEET LEAP UTILIZATION REQUIREMENT:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is 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 |

**LEAP DOCUMENT SUBMITTALS\*\*:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: upon request, 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](mailto:leap@cityoftacoma.org)

## LEAP

### Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and 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, upon request, 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.
- ❑ **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 [leap@cityoftacoma.org](mailto:leap@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:

<b>Percent of Goal Met</b>	<b>Assessment per unmet hour</b>
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)

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:

- ***Provide information to the LEAP Office (see LEAP contact information below).*** Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- ***LEAP Employee Verification.*** Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- ***All certified payrolls.*** Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are 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 varying workforce utilization requirements based on City projects based on certain monetary thresholds and project locations.**

**Local Employment Utilization Requirement** - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

**Apprenticeship Utilization Requirement** – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

**\*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 subject to the:**

## **1. 15% Local Employment Utilization Requirement**

**LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402.  
[www.cityoftacoma.org/leap](http://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**

**Submit upon request from LEAP Office**

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.

.....

- \_\_\_\_\_ 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)

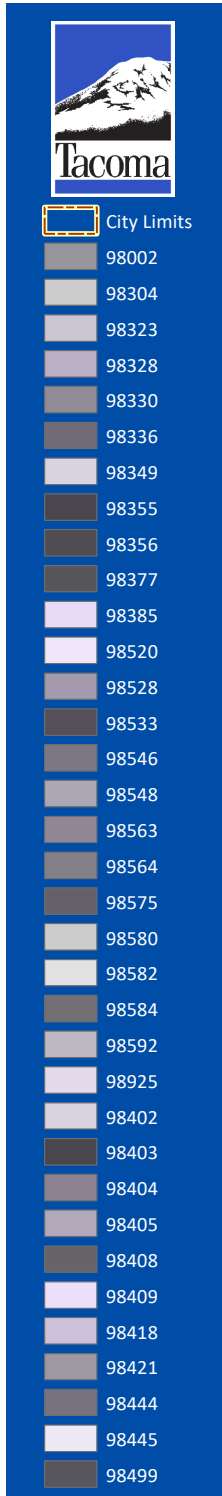
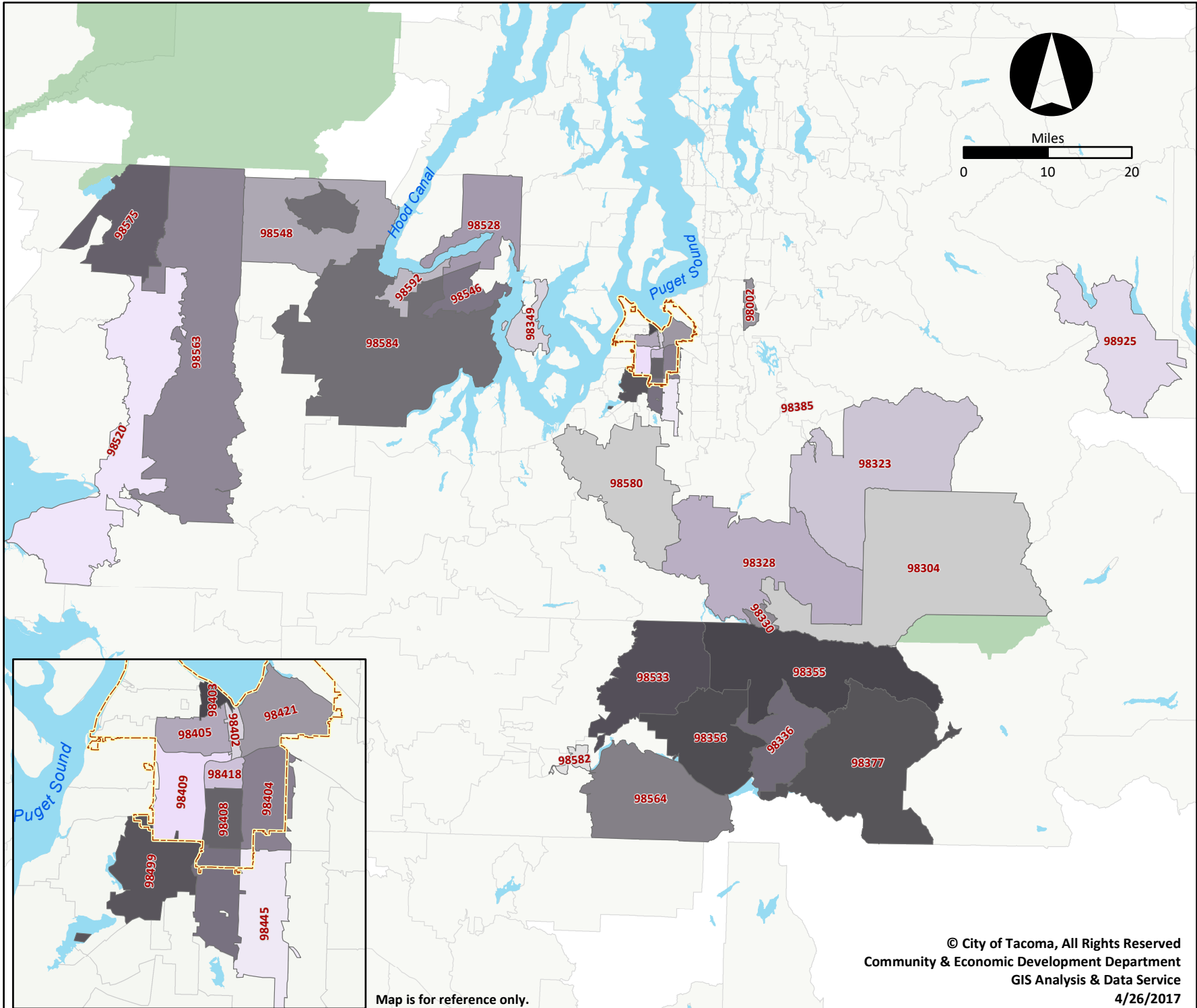
\*Any of the above must have a complete physical address verified by the [www.govme.org](http://www.govme.org) website.

No PO Boxes

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

# Appendix C: Economically Distressed ZIP Codes Map



# **LOCAL EMPLOYEE REQUIREMENT ONLY**

City of Tacoma  
(Journeyman AND Apprentice)

98402	98421
98403	98422
98404 (some)	98424
98405	98444
98406	98445
98407	98465 (some)
98408	98466 (some)
98409	98467 (some)
98418	

Check addresses here:

[https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?  
id=38107f6b096a4b8280c0d9b8a05bc7eb](https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb)

# **LOCAL EMPLOYEE REQUIREMENT ONLY**

Economically Distressed Areas

(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		Downtown
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**  
**INSURANCE 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 XXXXX 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

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be 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
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.





## CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. 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 changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. 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).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 3. 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.

#### 3.1 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. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

#### 3.2 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 MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

#### 3.3 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. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 3.4 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.

#### 3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 3.6 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, 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.

### 3.7 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.