



City of Tacoma  
Tacoma Public Utilities  
Tacoma Rail

# **SPECIFICATION NO. TR20-0143F**

## **Marine View Drive Railroad Crossing Improvements**

**Project No. RAL-00090**

**CITY OF TACOMA**  
**Tacoma Public Utilities**  
**Tacoma Rail**

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

**FOR**

**SPECIFICATION NO.**  
**TR20-0143F**

**Marine View Drive Railroad Crossing Improvements**

**PROJECT NO. RAL-00090**



**Chris N. Storey, P.E.**  
**Engineering Division**  
**Public Works Department**

**Room 544, Tacoma Municipal Building**  
**Tacoma, Washington 98421-2711**

SEALS PAGE



Barbara Van de Fen

Division(s): 02, 04, 05, 07, 08, 09

Section(s):

2-14	4-04
5-04	7-04
7-05	7-17
8-01	9-03



Jeremy K. Wheeler

Division(s): 08, 09

Section(s):

8-20	8-22
9-28	9-29



EXPIRES: 02-17-22

SIGNED: 12-29-20

Robert E. Burkhardt

Division(s): 08

Section(s):

8-30	8-31
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SPECIFICATION NO. TR20-0143F

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City of Tacoma  
Tacoma Rail

REQUEST FOR BIDS TR20-0143F  
Marine View Drive Railroad Crossing Upgrades

**Submittal Deadline:** 11:00 a.m., Pacific Time, Tuesday, February 2, 2021

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

**By Email:**

[bids@cityoftacoma.org](mailto:bids@cityoftacoma.org)

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

**Bid Opening:** Held virtually each Tuesday at 11 AM [via this link](#).

Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](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 be held via video/phone conference on Tuesday, January 19, 2021 at 11 a.m. PDT. Please join from your computer, tablet or smartphone at:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83827901264>

**Webinar ID: 838 2790 1264**

**Project Scope:** Installation of signals at two crossings along Marine View Drive.

**Estimate:** \$1,100,000

**Paid Leave and Minimum Wage:** Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit [www.cityoftacoma.org/employmentstandards](http://www.cityoftacoma.org/employmentstandards).

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

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

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

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

**PLEASE NOTE:** Be sure you have complied with all specifications and requirements and have signed or have caused to be signed all required instruments.

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

1. **BID PROPOSAL**: The unit prices bid must be shown in the space provided. Be sure to check your computations for omissions and errors.
2. **SIGNATURE PAGE**: To be filled in and signed by the bidder. Be sure all parties whose signatures are legally necessary have signed, whether the bidder be an individual, partnership or corporation.
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; and, if shown in dollars and cents, the amount of said Bid Bond must be not less than the required 5%.
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.

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

7. **STATEMENT OF QUALIFICATIONS:** The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. The City of Tacoma shall solely determine if a Bidder meets the minimum experience requirements. This condition of award of the Contract.
8. **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, 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, TMC.

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

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

**POST AWARD FORMS:** For the bidder's information, the following forms are to be executed after the contract is awarded:

- 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 Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of the contract subjecting the contract to termination.

**LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM  
(LEAP):**

The Local Employment and Apprenticeships 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 Utility ratepayers to enter apprenticeship programs, acquire skills, and perform work that will provide living wages.

**LEAP Goals:**

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

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



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

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

**I. STATE OF WASHINGTON**

**A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON**

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

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

**B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:**

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

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

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

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

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

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

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

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

### **C. SUBCONTRACTOR RESPONSIBILITY**

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

## **II. CITY OF TACOMA**

### **A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:**

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

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

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

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

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

## **B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE**

## **C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division via email to [bids@cityoftacoma.org](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. TR20-0143F MARINE VIEW DRIVE RAILROAD CROSSING IMPROVEMENTS**

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. RAL-00090 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 8-30.1	COVID 19 Health and Safety Plan	1 Lump Sum	Lump Sum	\$ _____
2. 1-05.3(6)	Project Red Line Drawings, lump sum	1 Lump Sum	Lump Sum	\$ _____
3. 1-07.15(1)	SPCC Plan, per lump sum	1 Lump Sum	Lump Sum	\$ _____
4. SP 8-01	Storm Water Pollution Prevention Plan(SWPPP), per lump sum	1 Lump Sum	Lump Sum	\$ _____
5. 1-09.7	Mobilization, per lump sum	1 Lump Sum	Lump Sum	\$ _____
6. 1-10.5(1)	Project Temporary Traffic Control, per lump sum	1 Lump Sum	Lump Sum	\$ _____
7. SP 8-01.5(1)	Erosion/Water Pollution Control, per lump sum	1 Lump Sum	Lump Sum	\$ _____
8. 7-05.5	Removal and Replacement of Trench Drain, per lump sum	1 Lump Sum	Lump Sum	\$ _____

Bidder Name: \_\_\_\_\_

Specification No. TR20-0143F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. SP7-17.5	Television Inspection, per lump sum	1 Lump Sum	Lump Sum	\$ _____
10. 8-20.5	Illumination System, per lump sum	1 Lump Sum	Lump Sum	\$ _____
11. 8-21.5	Permanent Signing, per lump sum	1 Lump Sum	Lump Sum	\$ _____
12. 8-22.5	Removing Plastic Line, per linear foot	870 Linear Feet	\$ _____	\$ _____
13. 8-22.5	Removing Plastic Traffic Markings, per each	4 Each	\$ _____	\$ _____
14. GSP 2-14	Remove Existing Pavement, Type III Class C6, per square yard	55 Square Yards	\$ _____	\$ _____
14. GSP 2-14	Remove Existing Pavement, Type III Class A8, per square yard	106 Square Yards	\$ _____	\$ _____
15. 8-22.5	Plastic Stop Line, per linear foot	336 Linear Feet	\$ _____	\$ _____
16. 8-22.5	Plastic Railroad Crossing Symbol, per each	8 Each	\$ _____	\$ _____
17. 8-31	Project Surveying, per lump sum	1 Lump Sum	Lump Sum	\$ _____
18. 8-31	Highway – Rail Grade Crossing Warning System Jones Chemical Site, per lump Sum	1 Lump Sum	Lump Sum	\$ _____
19. 8-31	Highway – Rail Grade Crossing Warning System Pacific NW Terminal Site, per lump sum	1 Lump Sum	Lump Sum	\$ _____
20. 5-04	HMA Cl. ½ PG 64-22 for Pavement Patch, per ton	25 TON	\$ _____	\$ _____
21. GSP 4-04	Crushed Surfacing Top Course, per ton	11 Ton	\$ _____	\$ _____

Bidder Name: \_\_\_\_\_

Specification No. TR20-0143F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
22. GSP 4-04	Crushed Surfacing Base Course, per ton	56 Ton	\$ _____	\$ _____
23. 8-14	Cement Conc. Sidewalk. per square yard	55 Square Yard	\$ _____	\$ _____
24. 1-09.6	Force Account		Estimated	\$ 25,000.00
	Base Bid (Subtotal Items Nos. 1-23)			\$ _____
	<b>GRAND TOTAL (Base Bid and Force Account)</b>			\$ _____

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### Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: \_\_\_\_\_ percent.

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

Bidder: \_\_\_\_\_

Signature of Authorized Official: \_\_\_\_\_

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



## SIGNATURE PAGE

### **CITY OF TACOMA TACOMA RAIL**

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. TR20-0143F Marine View Drive Railroad Crossing Upgrades**

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

\_\_\_\_\_  
E-Mail Address

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

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

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

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

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

SIGN HERE\_\_\_\_\_

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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:

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

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

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\_\_\_\_\_, 20\_\_\_\_\_

Received return of deposit in the sum of \$ \_\_\_\_\_

\_\_\_\_\_



City of Tacoma

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**January 12, 2020**), 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 [bids@cityoftacoma.org](mailto:bids@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 [bids@cityoftacoma.org](mailto:bids@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. If no subcontractor is listed below, the bidder acknowledges that it does not intend to use any subcontractor to perform those items of work.

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

## STATEMENT OF QUALIFICATIONS FOR RAIL CONTRACTOR

This form shall be completed in its entirety and submitted with the bid. **Failure to submit and meet the requirements as stated in Section 1-02.1 of the Special Provisions may be grounds for rejection of the bid.**

**The City of Tacoma will be the sole judge in determining if the prospective contractor meets the minimum experience requirements.**

The successful rail contractor shall have completed at least three self-performed rail projects of similar scope and purpose within the past three years. The subcontractor superintendent shall also have at least three years of railroad construction experience. Complete the subcontractor project experience summary below and identify the on-site supervisors, one or more of which will be assigned to the project.

### **Rail Contractor:**

Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

### **Project Experience**

**#1 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

**#2 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

**STATEMENT OF QUALIFICATIONS FOR  
RAIL CONTRACTOR**

**#3 Project Name:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work (including size of area treated): \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

**On-Site Supervisor:**

The on-site supervisor shall have at least three years of railroad construction experience.  
Provide the name of the project on-site supervisor.

Name \_\_\_\_\_ Years employed by contractor: \_\_\_\_\_

**#1 Project Name/Date:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

**#2 Project Name/Date:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

\_\_\_\_\_

Completion Date: \_\_\_\_\_

**Alternate On-Site Supervisor:**

Name \_\_\_\_\_ Years employed by contractor: \_\_\_\_\_

**#1 Project Name/Date:** \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Description of Work: \_\_\_\_\_

# EIC REQUIREMENT FORM

## **EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:**

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

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises 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. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

#### Equity in Contracting Requirements

Minority Business  
Enterprise Requirement

**6%**

Women Business  
Enterprise Requirement

**3%**

Small Business Enterprise  
Requirement

**9%**

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

[www.cityoftacoma.org/sbe](http://www.cityoftacoma.org/sbe)  
[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/SBE: TR20-0143F  
Date of Record: 12.14.2020

\*For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.





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

## EQUITY IN CONTRACTING UTILIZATION FORM

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

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

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Type or Print Name of Responsible Officer / Title

\_\_\_\_\_  
Signature of Responsible Officer

\_\_\_\_\_  
Date

# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

# CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective this \_\_\_\_\_ day of ,20\_\_\_\_, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

- 
1. Specification No. Enter Spec Number and Enter Spec Title together with all authorized addenda.
  2. Contractor's submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number and Enter Spec Title.
  3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
- 

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
1. Contract
  2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:  
\$ \_\_\_\_\_, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

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

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

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

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

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

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

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

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



## PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

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

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

\_\_\_\_\_

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

Surety:

\_\_\_\_\_

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

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

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



## PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

\_\_\_\_\_

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

Surety:

\_\_\_\_\_

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

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

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



## GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for \_\_\_\_\_  
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**

## **PART II**

### **SPECIAL PROVISIONS**

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1 **DESCRIPTION OF WORK**

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

3  
4 This contract shall generally consist of installing highway – rail grade crossing  
5 warning systems at two locations on Marine View Drive. Highway – rail grade  
6 crossings are located at approximately milepost 4.59 (Pacific Northwest Terminal)  
7 and 5.10 (Jones Chemical) on Marine View Drive (SR 509). The warning systems  
8 shall be fully functional and consist of signal equipment including cantilever  
9 structures and foundations, flashing lights and signs, control equipment including  
10 instrument house (bungalow), signal controller with battery backup, and service  
11 connection. The warning system shall be actuated by train detection. The complete  
12 highway – rail grade crossing warning systems shall include compatible pavement  
13 markings and signs. Contract includes restoration of surface features as shown on  
14 the Plans and as required for the Work.

15  
16 **END OF SECTION**  
17  
18

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

4 The following special provisions shall be used in conjunction with the "2021 Standard  
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for  
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State  
7 Department of Transportation (WSDOT). State Standard Specifications are available  
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or  
9 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)  
13 from various sources, which may have project-specific fill-ins; and project-specific  
14 Special Provisions. Each Provision either supplements, modifies, or replaces the  
15 comparable Standard Specification, or is a new Provision. The deletion,  
16 amendment, alteration, or addition to any subsection or portion of the Standard  
17 Specifications is meant to pertain only to that particular portion of the section, and in  
18 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  
21 its source, as follows:  
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  
28 Special Provision as follows:  
29 **(\*\*\*\*\*)**  
30

31 Pre-Proposal Meeting: A pre-proposal meeting will be held via video/phone  
32 conference on Tuesday, January 19, 2021 at 11 a.m. PDT. Please join from your  
33 computer, tablet or smartphone at:  
34

35 Please click the link below to join the webinar:  
36 <https://us02web.zoom.us/j/83827901264>  
37 Webinar ID: 838 2790 1264  
38  
39  
40  
41  
42  
43

44 **END OF SECTION**  
45

1 **1-01 DEFINITIONS AND TERMS**

2  
3 **1-01.3 Definitions**

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

5  
6 *Delete the heading Completion Dates and the three paragraphs that follow it, and*  
7 *replace them with the following:*

8  
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36  
37 *Supplement this Section with the following:*

38  
39 All references in the Standard Specifications, Amendments, or WSDOT General  
40 Special Provisions, to the terms "Department of Transportation", "Washington State  
41 Transportation Commission", "Commission", "Secretary of Transportation",  
42 "Secretary", "Headquarters", and "State Treasurer" shall be revised to read  
43 "Contracting Agency".

44  
45 All references to the terms "State" or "state" shall be revised to read "Contracting  
46 Agency" unless the reference is to an administrative agency of the State of  
47 Washington, a State statute or regulation, or the context reasonably indicates  
48 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  
6 completion 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  
11 addition 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  
15 Bid Proposal, from which the Contracting Agency may make a choice between  
16 different 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  
25 of a 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  
32 which the Work must be physically completed.  
33

34 **Notice of Award**

35 The written notice from the Contracting Agency to the successful Bidder signifying  
36 the 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  
40 authorizing and directing the Contractor to proceed with the Work and establishing  
41 the date on 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 1, 2018 Tacoma GSP)**  
49

50 All references to the acronym UDBE" shall be revised to read "DBE/SBE".  
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  
6 Additives, Alternates, Deductives, Force Accounts, and taxes collected separately  
7 pursuant to 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  
16 the scope of the Contract Documents, and establishing the basis of payment and  
17 time 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,  
24 which may, at the discretion of the Contract Agency, be deducted from the Base Bid  
25 should the 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,  
29 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to  
30 Section 1-07.2.

31  
32 **Standard Specifications**

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

35  
36  
37 **END OF SECTION**  
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  
11 qualified to be awarded a public works project.

12  
13 *Add the following new section:*

14 **1-02.1(1) Supplemental Qualifications Criteria**  
15 **(March 25, 2009 Tacoma GSP)**

16  
17 In addition, the Contracting Agency has established Contracting Agency-specific  
18 and/or project-specific supplemental criteria, in accordance with RCW 39.04.350(2),  
19 for determining Bidder responsibility, including the basis for evaluation and the  
20 deadline for appealing a determination that a Bidder is not responsible. These  
21 criteria are contained in Section 1-02.14.

22  
23 **1-02.2 Plans and Specifications**  
24 **(June 27, 2011 APWA GSP)**

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

26  
27 Information as to where Bid Documents can be obtained or reviewed can be found in  
28 the Call for Bids (Advertisement for Bids) for the work.

29  
30 After award of the contract, plans and specifications will be issued to the Contractor  
31 at no cost as detailed below:

32

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.

33  
34 Additional plans and Contract Provisions may be obtained by the Contractor from the  
35 source stated in the Call for Bids, at the Contractor's own expense.

36  
37 **1-02.4(1) General**  
38 **(August 15, 2016 APWA GSP Option B)**

39  
40 *The first sentence of the last paragraph is revised to read:*



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

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

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

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

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

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

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

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

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

*Supplement the second paragraph with the following:*

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

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

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

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

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

3  
4 A bid by a corporation shall be executed in the corporate name, by the president or a  
5 vice president (or other corporate officer accompanied by evidence of authority to  
6 sign).

7  
8 A bid by a partnership shall be executed in the partnership name, and signed by a  
9 partner. A copy of the partnership agreement shall be submitted with the Bid Form if  
10 any UDBE requirements are to be satisfied through such an agreement.

11  
12 A bid by a joint venture shall be executed in the joint venture name and signed by a  
13 member of the joint venture. A copy of the joint venture agreement shall be  
14 submitted with the Bid Form if any UDBE requirements are to be satisfied through  
15 such an agreement.

16  
17 *The fourth paragraph is revised to read:*

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

19  
20 The bidder shall submit the following completed forms:

21 City of Tacoma – EIC Utilization Form

22 *Add the following new section:*

23  
24 **1-02.6(1) Recycled Materials Proposal**

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

26  
27 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials  
28 into the project, using the form provided in the Contract Provisions.

29  
30 **1-02.7 Bid Deposit**

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

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

33  
34 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This  
35 deposit may be cash, certified check, cashier's check, or a proposal bond (Surety  
36 bond). Any proposal bond shall be on a form acceptable to the Contracting Agency  
37 and shall be signed by the Bidder and the Surety. A proposal bond shall not be  
38 conditioned in any way to modify the minimum 5 percent required. The Surety shall:  
39 (1) be registered with the Washington State Insurance Commissioner, and (2) appear  
40 on the current Authorized Insurance List in the State of Washington published by the  
41 Office of the Insurance Commissioner.

42  
43 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid  
44 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

45  
46 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be  
47 followed. No variations from the language thereof will be accepted.

48  
49 If submitting your bid electronically, a scanned version of the original bid bond must  
50 accompany your electronic bid submittal. The original bid bond shall be received no  
51 later than 48 hours (not including Saturdays, Sundays and Holidays) after the time  
52 for delivery of the Bid Proposal.

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

2  
3 **1-02.9 Delivery of Proposal**  
4 **(April 1, 2018 Tacoma GSP)**  
5

6 *Delete this section and replace it with the following:*  
7

8 Each Proposal shall be submitted in a sealed envelope, with the Project Name and  
9 Project Number as stated in the Call for Bids clearly marked on the outside of the  
10 envelope, or as otherwise required in the Bid Documents, to ensure proper handling  
11 and delivery.  
12

13 Electronic Proposals shall be submitted to the City via email to  
14 [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org), with the Project Name as stated in the Call for Bids noted on  
15 the subject line of the email, or as otherwise required in the Bid Documents, to  
16 ensure proper handling and delivery. All electronic documents shall be in PDF  
17 format.  
18

19 The Bidder shall submit to the Contracting Agency a signed "Certification of  
20 Compliance with Wage Payment Statutes" document where the Bidder under penalty  
21 of perjury verifies that the Bidder is in compliance with responsible bidder criteria in  
22 RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14. The  
23 "Certification of Compliance with Wage Payment Statutes" document shall be  
24 received with the Bid Proposal.  
25

26 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**  
27

28 *Delete this section, and replace it with the following:*  
29

30 After submitting an electronic Bid Proposal to the Contracting Agency, the Bidder  
31 may withdraw, revise, or supplement it if:  
32

- 33 1. The Bidder submits a written request signed by an authorized person and  
34 emails it to [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org), and
- 35 2. The Contracting Agency receives the request before the time set for  
36 receipt of Bid Proposals, and
- 37 3. The revised or supplemented Bid Proposal (if any) is received by the  
38 Contracting Agency before the time set for receipt of Bid Proposals.  
39

40 The Bidder's written request to revise or supplement a Bid Proposal must be  
41 accompanied by the revised or supplemented package in its entirety. If the Bidder  
42 does not submit a revised or supplemented package, then its bid shall be  
43 considered withdrawn.  
44

45 Late revised or supplemented Bid Proposals or late withdrawal requests will be date  
46 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or  
47 faxed requests to withdraw, revise, or supplement a Bid Proposal are not  
48 acceptable.  
49  
50  
51

## 1-02.12 Public Opening of Proposals

*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. The link for the webcast will be provided on the call for Bids page.

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 "City of Tacoma – SBE Utilization Form" and "City of Tacoma – Prime Contractor Pre-Work Form" 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 here:
  - The Contractor shall submit a project experience reference list to the Engineer for approval verifying the successful completion by the Contractor of three railroad track construction projects of similar or larger size as that shown on the plans. The list of projects shall only include projects in which the Contractor self-performed track construction either as a prime or as a subcontractor on the project. A brief description of each project and the owner's contact name and current phone number shall be included for each project listed.
  - The Contractor shall submit a list identifying the on-site supervisors assigned to the project for the Engineer's approval. The list shall contain a detailed summary of each individual's experience showing a minimum of three years of railroad construction experience and shall include direct supervisory responsibility for the on-site construction operations.
11. The bidder fails to meet the SBE 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.

1 The basis for evaluation of Bidder compliance with these supplemental criteria shall  
2 be any documents or facts obtained by Contracting Agency (whether from the Bidder  
3 or third parties) which any reasonable owner would rely on for determining such  
4 compliance, including but not limited to: (i) financial, historical, or operational data  
5 from the Bidder; (ii) information obtained directly by the Contracting Agency from  
6 owners for whom the Bidder has worked, or other public agencies or private  
7 enterprises; and (iii) any additional information obtained by the Contracting Agency  
8 which is believed to be relevant to the matter.  
9

10 If the Contracting Agency determines the Bidder does not meet the bidder  
11 responsibility criteria above and is therefore not a responsible Bidder, the  
12 Contracting Agency shall notify the Bidder in writing, with the reasons for its  
13 determination. If the Bidder disagrees with this determination, it may appeal the  
14 determination within 24 hours of receipt of the Contracting Agency's determination by  
15 presenting its appeal to the Contracting Agency. The Contracting Agency will  
16 consider the appeal before issuing its final determination. If the final determination  
17 affirms that the Bidder is not responsible, the Contracting Agency will not execute a  
18 contract with any other Bidder until at least two business days after the Bidder  
19 determined to be not responsible has received the final determination.  
20

#### 21 **1-02.15 Pre Award Information** 22 **(August 14, 2013 APWA GSP)** 23

24 *Revise this section to read:*  
25

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

- 28 1. A complete statement of the origin, composition, and manufacture of any or all  
29 materials to be used,
- 30 2. Samples of these materials for quality and fitness tests,
- 31 3. A progress schedule (in a form the Contracting Agency requires) showing the  
32 order of and time required for the various phases of the work,
- 33 4. A breakdown of costs assigned to any bid item,
- 34 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 35 6. Obtain, and furnish a copy of, a business license to do business in the city or  
36 county where the work is located.
- 37 7. Any other information or action taken that is deemed necessary to ensure that  
38 the bidder is the lowest responsible bidder.  
39  
40  
41  
42

**END OF SECTION**

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

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

5 *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 **(January 4, 2016 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 **(October 1, 2005 APWA GSP)**

46 *Revise this section to read:*

47  
48 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
49 available for signature by the successful bidder on the first business day following  
50 award. The number of copies to be executed by the Contractor will be determined by  
51 the Contracting Agency.

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

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

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

20  
21 **1-03.4 Contract Bond**  
22 **(July 23, 2015 APWA GSP)**

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

24  
25 The successful bidder shall provide executed payment and performance bond(s) for  
26 the full contract amount. The bond may be a combined payment and performance  
27 bond; or be separate payment and performance bonds. In the case of separate  
28 payment and performance bonds, each shall be for the full contract amount. The  
29 bond(s) shall:

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



6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

*Add the following new section:*

### 1-03.5 Failure to Execute Contract (October 18, 2013 Tacoma GSP)

*The first sentence is revised to read:*

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

**END OF SECTION**

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

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

6 *Revise the second paragraph to read:*

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

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

20  
21 **END OF SECTION**  
22  
23

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  
13 by the Contract Documents, unless otherwise required in these Special Provisions.  
14 This includes, but is not limited to:

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

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  
31 a 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  
34 to ten (10) working days from the date the submittals or resubmittals are received  
35 until they are sent to the Contractor. If more than ten (10) working days are required  
36 for the Engineer's review of any individual submittal or resubmittal, an extension of  
37 time will be 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,  
44 and details of the material or item shown. The Contractor shall review each  
45 submittal and note any errors, omissions, or deviations with the Contract Documents.  
46 The Contractor 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  
49 be sequentially numbered. The numbering of resubmittals shall meet the

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

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

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

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

- Project Name: Marine View Drive Railroad Crossing Improvements
- Project Specification Number: TR20-0143F
- Project No. RAL-00090
- 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.

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

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

#### 7 8 **1-05.3(4) Resubmittals** 9

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

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

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

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

#### 27 28 **1-05.3(5) Submittal Requirements by Section** 29

30 The following is a summary of submittal requirements. This summary is not inclusive  
31 of all submittal requirements. The Contractor shall review each individual section in  
32 the applicable provisions or specifications, as noted below, for specific requirements.  
33

1

Section	Description
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
4-04	Crushed Surfacing Top Course
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-30.1	Covid-19 Health and Safety Plan

2

3

### 1-05.3(6) Project Red Line Drawings

4

5

The Contractor shall submit Project Red Line Drawings in accordance with the following.

6

7

8

9

Red line drawings refer to those documents maintained and annotated by the Contractor during construction and is defined as, a neatly and legibly marked set of Contract drawings showing any changes made to the original details of work.

10

11

12

13

The Contractor shall maintain drawings in good condition; protect from deterioration and keep in a clean, dry, and secure location. The Project Red Line Drawings shall not be used for construction purposes.

14

15

16

17

The Contractor shall provide to the City, access to Project Red Line Drawings at all times during normal working hours.

18

19

20

21

22

23

24

25

26

Red line drawings shall be updated on a continuous basis. The Contractor shall bring the up-to-date drawings to a monthly "red line review" meeting where the Engineer will verify the maintenance of the Project Red Line Drawings as part of the condition precedent to approving the monthly progress payment disbursement process. Monthly progress payments to the Contractor may not be processed, if red line information for the involved work to date has not been accurately recorded on the Project Red Line Drawings.

27

28

29

At the completion of the construction work, prior to pre-final payment, all Project Red Line Drawings shall be submitted to the Engineer.

30

31

A. Project Red Line Drawings:

32

33

34

Do not permanently conceal any work until required information has been recorded. Mark drawings to show the actual installation where the installation varies from the work as originally shown on the Contract drawings or indicated in the Contract

specifications. Give particular attention to information on concealed elements that would be difficult to measure and record at a later date.

1. Changes and information shall be clearly drawn, described and shown technically correct.
2. Mark drawings with red erasable pencil.
3. Record data as soon as possible after obtaining it.
4. Mark any new information.
5. Keep accurate measurements of horizontal and vertical locations of underground services and utilities.
6. Mark any changes made where installation varies from that shown originally, such as, in materials, equipments, locations, alignments, elevations, and any other dimensions of the work.
7. For any work not demolished, abated, or salvaged, cross out and appropriately annotate "Not Complete".
8. Indicate revisions to drawings with a "cloud" drawn around the revision and note date the revision(s) was made.
9. Note Request For Change (RFC), Request For Information (RFI), and similar identification, where applicable.

B. Format:

Identify and date each print; include the designation "PROJECT RED LINE DRAWINGS" in a prominent location.

1. Prints: Organize Red Line Drawings into manageable sets. Include identification on cover sheets.
2. Identify cover sheets as follows:
  - Specification No.
  - Project Name
  - Date
  - "PROJECT RED LINE DRAWINGS"
  - Name of Engineer
  - Name of Contractor
3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings and submit, on a CD-R, in pdf format.

The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all costs associated with, including but not limited to, documenting, revising, updating, maintaining, and submitting red line drawings at the completion of construction work.

#### **1-05.4 Conformity With and Deviations from Plans and Stakes**

*Add the following two new sub-sections:*

##### **1-05.4(1) Roadway and Utility Surveys (October 1, 2005 APWA GSP)**

The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work.

These shall generally consist of one initial set of:

1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

On alley construction projects with minor grade changes, the Engineer shall provide only offset hubs on one side of the alley to establish the alignment and grade.

#### **1-05.4(2) Bridge and Structure Surveys (October 1, 2005 APWA GSP)**

For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor's organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:

1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of bench marks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

The Contractor shall establish all secondary survey controls, both horizontal and vertical, as necessary to assure proper placement of all project elements based on the primary control points provided by the Engineer. Survey work shall be within the following tolerances:

Stationing	+.01 foot
Alignment	+.01 foot (between successive points)
Superstructure Elevations	+.01 foot (from plan elevations)
Substructure Elevations	+.05 foot (from plan elevations)

During the progress of the work, the Contractor shall make available to the Engineer all field books including survey information, footing elevations, cross sections and quantities.

The Contractor shall be fully responsible for the close coordination of field locations and measurements with appropriate dimensions of structural members being fabricated.

#### **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.



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

8  
9 Direct or indirect costs incurred by the Contracting Agency attributable to correcting  
10 and remedying defective or unauthorized work, or work the Contractor failed or  
11 refused to perform, shall be paid by the Contractor. Payment will be deducted by the  
12 Engineer from monies due, or to become due, the Contractor. Such direct and  
13 indirect costs shall include in particular, but without limitation, compensation for  
14 additional professional services required, and costs for repair and replacement of  
15 work of others destroyed or damaged by correction, removal, or replacement of the  
16 Contractor's unauthorized work.

17  
18 No adjustment in Contract time or compensation will be allowed because of the delay  
19 in the performance of the work attributable to the exercise of the Contracting  
20 Agency's rights provided by this Section.

21  
22 The rights exercised under the provisions of this section shall not diminish the  
23 Contracting Agency's right to pursue any other avenue for additional remedy or  
24 damages with respect to the Contractor's failure to perform the work as required.

#### 25 26 **1-05.11 Final Inspection**

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

#### 28 29 **1-05.11 Final Inspections and Operational Testing** 30 **(October 1, 2005 APWA GSP)**

##### 31 32 **1-05.11(1) Substantial Completion Date**

33  
34 When the Contractor considers the work to be substantially complete, the Contractor  
35 shall so notify the Engineer and request the Engineer establish the Substantial  
36 Completion Date. The Contractor's request shall list the specific items of work that  
37 remain to be completed in order to reach physical completion. The Engineer will  
38 schedule an inspection of the work with the Contractor to determine the status of  
39 completion. The Engineer may also establish the Substantial Completion Date  
40 unilaterally.

41  
42 If, after this inspection, the Engineer concurs with the Contractor that the work is  
43 substantially complete and ready for its intended use, the Engineer, by written notice  
44 to the Contractor, will set the Substantial Completion Date. If, after this inspection the  
45 Engineer does not consider the work substantially complete and ready for its  
46 intended use, the Engineer will, by written notice, so notify the Contractor giving the  
47 reasons therefore.

48  
49 Upon receipt of written notice concurring in or denying substantial completion,  
50 whichever is applicable, the Contractor shall pursue vigorously, diligently and without  
51 unauthorized interruption, the work necessary to reach Substantial and Physical

1 Completion. The Contractor shall provide the Engineer with a revised schedule  
2 indicating when the Contractor expects to reach substantial and physical completion  
3 of the work.

4  
5 The above process shall be repeated until the Engineer establishes the Substantial  
6 Completion Date and the Contractor considers the work physically complete and  
7 ready for final inspection.

#### 8 9 **1-05.11(2) Final Inspection and Physical Completion Date**

10  
11 When the Contractor considers the work physically complete and ready for final  
12 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
13 final inspection. The Engineer will set a date for final inspection. The Engineer and  
14 the Contractor will then make a final inspection and the Engineer will notify the  
15 Contractor in writing of all particulars in which the final inspection reveals the work  
16 incomplete or unacceptable. The Contractor shall immediately take such corrective  
17 measures as are necessary to remedy the listed deficiencies. Corrective work shall  
18 be pursued vigorously, diligently, and without interruption until physical completion of  
19 the listed deficiencies. This process will continue until the Engineer is satisfied the  
20 listed deficiencies have been corrected.

21  
22 If action to correct the listed deficiencies is not initiated within 7 days after receipt of  
23 the written notice listing the deficiencies, the Engineer may, upon written notice to  
24 the Contractor, take whatever steps are necessary to correct those deficiencies  
25 pursuant to Section 1-05.7.

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

29  
30 Upon correction of all deficiencies, the Engineer will notify the Contractor and the  
31 Contracting Agency, in writing, of the date upon which the work was considered  
32 physically complete. That date shall constitute the Physical Completion Date of the  
33 Contract, but shall not imply acceptance of the work or that all the obligations of the  
34 Contractor under the contract have been fulfilled.

#### 35 36 **1-05.11(3) Operational Testing**

37  
38 It is the intent of the Contracting Agency to have at the Physical Completion Date a  
39 complete and operable system. Therefore when the work involves the installation of  
40 machinery or other mechanical equipment; street lighting, electrical distribution or  
41 signal systems; irrigation systems; buildings; or other similar work it may be desirable  
42 for the Engineer to have the Contractor operate and test the work for a period of time  
43 after final inspection but prior to the physical completion date. Whenever items of  
44 work are listed in the Contract Provisions for operational testing they shall be fully  
45 tested under operating conditions for the time period specified to ensure their  
46 acceptability prior to the Physical Completion Date. During and following the test  
47 period, the Contractor shall correct any items of workmanship, materials, or  
48 equipment which prove faulty, or that are not in first class operating condition.  
49 Equipment, electrical controls, meters, or other devices and equipment to be tested  
50 during this period shall be tested under the observation of the Engineer, so that the  
51 Engineer may determine their suitability for the purpose for which they were installed.

1 The Physical Completion Date cannot be established until testing and corrections  
2 have been completed to the satisfaction of the Engineer.

3  
4 The costs for power, gas, labor, material, supplies, and everything else needed to  
5 successfully complete operational testing, shall be included in the unit Contract  
6 prices related to the system being tested, unless specifically set forth otherwise in  
7 the proposal.

8  
9 Operational and test periods, when required by the Engineer, shall not affect a  
10 manufacturer's guaranties or warranties furnished under the terms of the Contract.

11  
12 *Add the following new section:*

13  
14 **1-05.12(1) One-Year Guarantee Period**  
15 **(March 8, 2013 APWA GSP)**

16  
17 The Contractor shall return to the project and repair or replace all defects in  
18 workmanship and material discovered within one year after Final Acceptance of the  
19 Work. The Contractor shall start work to remedy any such defects within 7 calendar  
20 days of receiving Contracting Agency's written notice of a defect, and shall complete  
21 such work within the time stated in the Contracting Agency's notice. In case of an  
22 emergency, where damage may result from delay or where loss of services may  
23 result, such corrections may be made by the Contracting Agency's own forces or  
24 another Contractor, in which case the cost of corrections shall be paid by the  
25 Contractor. In the event the Contractor does not accomplish corrections within the  
26 time specified, the work will be otherwise accomplished and the cost of same shall  
27 be paid by the Contractor.

28  
29 When corrections of defects are made, the Contractor shall then be responsible for  
30 correcting all defects in workmanship and materials in the corrected work for one  
31 year after acceptance of the corrections by Contracting Agency.

32  
33 This guarantee is supplemental to and does not limit or affect the requirements that  
34 the Contractor's work comply with the requirements of the Contract or any other legal  
35 rights or remedies of the Contracting Agency.

36  
37 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
38 **(August 14, 2013 APWA GSP)**

39  
40 *Delete the sixth and seventh paragraphs of this section.*

41  
42 **1-05.15 Method of Serving Notices**  
43 **(March 25, 2009 APWA GSP)**

44 *Revise the second paragraph to read:*

45  
46 All correspondence from the Contractor shall be directed to the Project Engineer. All  
47 correspondence from the Contractor constituting any notification, notice of protest,  
48 notice of dispute, or other correspondence constituting notification required to be  
49 furnished under the Contract, must be in paper format, hand delivered or sent via  
50 mail delivery service to the Project Engineer's office. Electronic copies such as e-

1 mails or electronically delivered copies of correspondence will not constitute such  
2 notice and will not comply with the requirements of the Contract.

3  
4 *Add the following new section:*

5  
6 **1-05.16 Water and Power**  
7 **(October 1, 2005 APWA GSP)**

8  
9 The Contractor shall make necessary arrangements, and shall bear the costs for  
10 power and water necessary for the performance of the work, unless the Contract  
11 includes power and water as a pay item.  
12  
13  
14

## SUBMITTAL TRANSMITTAL FORM

Marine View Drive Railroad Crossing Improvements

Project Number RAL-00090

Specification No. TR20-0143F

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  
8 1-05.3 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  
40 elsewhere 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  
44 listed 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  
12 of 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  
15 the project site, all articles necessary for providing first aid to the injured. The  
16 Contractor shall establish, publish, and make known to all employees, procedures for  
17 ensuring immediate removal to a hospital, or doctor's care, persons, including  
18 employees, who may have been injured on the project site. Employees should not  
19 be permitted to work on the project site before the Contractor has established and  
20 made known procedures for removal of injured persons to a hospital or a doctor's  
21 care.  
22

23 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy  
24 of the Contractor's plant, appliances, and methods, and for any damage or injury  
25 resulting from their failure, or improper maintenance, use, or operation. The  
26 Contractor shall be solely and completely responsible for the conditions of the project  
27 site, including safety for all persons and property in the performance of the work.  
28 This requirement shall apply continuously, and not be limited to normal working  
29 hours. The required or implied duty of the Engineer to conduct construction review  
30 of the Contractor's performance does not, and shall not, be intended to include  
31 review and adequacy of the Contractor's safety measures in, on, or near the project  
32 site.  
33

34 **1-07.2 State Taxes**

35 **(January 6, 2015 TACOMA GSP)**

36 *Supplement this section with the following:*

37  
38 Washington State Department of Revenue Rules 170 and 171 shall apply as shown  
39 in the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard  
40 Specifications for Road, Bridge, and Municipal Construction.  
41

42 **1-07.2(3) Services**

43  
44 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
45 contract wholly for professional or other services (as defined in Washington State  
46 Department of Revenue Rules 138 and 244).  
47

48 **1-07.9 Wages**

49  
50 **1-07.9(5) Required Documents**

51 **(March 1, 2004 Tacoma GSP)**

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

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

*This section is supplemented with the following:*

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

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

#### **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**

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

Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.

- A. A spill of each type of hazardous material at each location identified in 4, above.
- 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.
4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.
5. All costs associated with updating the SPCC Plan as required by this Specification.

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

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

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

*This section is supplemented with the following:*

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

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

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

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

*The first paragraph is supplemented with the following:*

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

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

- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
- OR Cheryl Paras, Gas, phone: (253) 476-6300
- CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-9830
- Level 3 Communications, [Level3NetworkRelocations@Level3.com](mailto:Level3NetworkRelocations@Level3.com)
- One-Number Locator Service "One Call System" telephone **1-800-424-5555**

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

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

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

#### **1-07.18 Insurance**

See the attached City of Tacoma Insurance Requirements for Contracts in Part V of this document.

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

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

*This section is supplemented with the following:*

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

Marine View Drive (SR 509) and Norpoint Way NE shall remain fully open to vehicular and pedestrian traffic at all times.

#### **EXCEPTION:**

1. At no time shall Marine View Drive (SR 509) nor Norpoint Way NE be fully closed nor unable to accommodate at least one lane of traffic in both directions within independent lanes. Depending on the stage of work, work zone needs, nearby property access needs, and/or temporary traffic control provisions/layout per approved traffic control plan, lane or lanes (for through traffic and/or center lane turning traffic) of Marine View Drive (SR 509) may be closed during certain days/times to facilitate work zone/work needs so long as one through lane in each direction is maintained at all times. These resulting lane configurations, with supporting approved traffic control plan(s), will only be permitted during weekdays from 9 AM to 3 PM (inclusive of temporary traffic control set-up/take-down) and/or

weekend days between 9 AM and 9 PM (or sunset, whichever occurs sooner). Additional/alternative work hours, such as during night-time hours, that have proper vetting and noise variances approved can also be considered. Unless there are extenuating circumstances (with City pre-approval), the roadway shall be returned to its pre-construction lane configuration and traffic flow at the end of each work shift, which may require use of pre-approved provisions such as plating. Also, reduced lane configurations, even if proposed for acceptable days/times, may be superseded by needs for the roadway to be unencumbered by construction/temporary traffic control should an overall transportation network event require the use of Marine View Drive (SR 509) in its full lane configuration capacity.

2. The center turn lane along Marine View Drive (SR 509) shall be preserved for normal use whenever possible in order to facilitate and support property access means. If the center turn lane is not able to be maintained for a given work stage/temporary traffic control plan but there is a discernible need for space to accommodate left-turn traffic (for property access purposes), then a detailed temporary traffic control plan must be developed to show how turning traffic can be accommodated while adhering to the other applicable traffic control/flow requirements. Left-turn movements from a lane shared with through traffic will not be permitted.
3. Temporary traffic control provisions and their associated changes to lane configurations/traffic flow shall ensure traffic in either direction along Marine View Drive (SR 509) is properly informed of the railroad crossings including preservation of existing sign/markings visibility and/or the provision of temporary signing/markings (as applicable) to accompany the given temporary traffic control plan.
4. Pedestrian traffic shall have access/use of the existing sidewalk on one side of Marine View Drive (SR 509) or the other at all times. Any associated crossings of Marine View Drive to facilitate use of one side of the other due to sidewalk impacts shall be minimized and shall occur at the signalized intersection of Marine View Drive (SR 509) and Norpoint Way NE and/or at the signalized intersection of Marine View Drive (SR 509) and Taylor Way (54<sup>th</sup> Avenue) with accompanying signage/controls at those locations as well as intermediate locations in between as applicable/needed. Dedicated spotters to identify potential pedestrians approaching the work zone/closed sidewalk shall be present for each potential arrival direction during all times that the sidewalk is closed. Any variation regarding which Marine View Drive (SR 509) sidewalk is open/available from one work stage to another shall be minimized to the extent possible over the course of the project.
5. Two (2) portable changeable message signs (PCMS) are required along Marine View Drive (SR 509), within available right-of-way and without hindering vehicular/pedestrian traffic, in advance of the work area(s)/temporary traffic control plan extents to forewarn road users of pending work/impacts (i.e., deployment at least 7 days in advance) and shall have their messages updated as needed to inform road users of work/lane conditions for the duration of project. The cost to provide/maintain/update the PCMS shall be part of the project's overall "Project Temporary Traffic Control" cost/bid item.

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

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

1 Accessibility to existing or temporary pedestrian push buttons shall not be impaired;  
2 if approved by the Contracting Agency activating pedestrian recall timing or other  
3 accommodation may be allowed during construction.  
4

5 **1-07.23(2) Construction and Maintenance of Detours**  
6 **(April 1, 2018 Tacoma GSP)**

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

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

25 The Contractor shall notify the Engineer three (3) working days in advance of  
26 implementation of any street closures/detours allowed under the Contract. Advance  
27 notice signing shall be placed a minimum of three (3) working days prior to  
28 implementation of any street closure/detour.  
29

30 A minimum of three (3) working days prior to any street closure, the Contractor shall  
31 notify all entities below:  
32

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

41

42 **1-07.24 Rights of Way**  
43 **(July 23, 2015 APWA GSP)**  
44

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

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

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

5  
6 Whenever any of the work is accomplished on or through property other than public  
7 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of  
8 any easement agreement obtained by the Contracting Agency from the owner of the  
9 private property. Copies of the easement agreements may be included in the  
10 Contract Provisions or made available to the Contractor as soon as practical after  
11 they have been obtained by the Engineer.

12  
13 Whenever easements or rights of entry have not been acquired prior to advertising,  
14 these areas are so noted in the Plans. The Contractor shall not proceed with any  
15 portion of the work in areas where right of way, easements or rights of entry have not  
16 been acquired until the Engineer certifies to the Contractor that the right of way or  
17 easement is available or that the right of entry has been received. If the Contractor  
18 is delayed due to acts of omission on the part of the Contracting Agency in obtaining  
19 easements, rights of entry or right of way, the Contractor will be entitled to an  
20 extension of time. The Contractor agrees that such delay shall not be a breach of  
21 contract.

22  
23 Each property owner shall be given 48 hours notice prior to entry by the Contractor.  
24 This includes entry onto easements and private property where private  
25 improvements must be adjusted.

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

41  
42  
43 **END OF SECTION**  
44  
45



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  
23 following:

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

27  
28 *Add the following new section:*

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

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

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

45  
46 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays  
47 and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may  
48 also be subject to noise control requirements. Approval to continue work during  
49 these hours may be revoked at any time the Contractor exceeds the Contracting  
50 Agency's noise control regulations or complaints are received from the public or  
51 adjoining property owners regarding the noise from the Contractor's operations. The

Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

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

*Add the following new section:*

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

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

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

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

*The eighth paragraph is revised to read:*

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

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

*Delete the eighth paragraph.*

1 *Revise the ninth paragraph to read:*

2  
3 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,  
4 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.  
5 Whenever the Contractor withholds payment to a Subcontractor for any reason  
6 including disputed amounts, the Contractor shall provide notice within 10 calendar  
7 days to the Subcontractor with a copy to the Contracting Agency identifying the  
8 reason for the withholding and a clear description of what the Subcontractor must do  
9 to have the withholding released. Retainage withheld by the Contractor prior to  
10 completion of the Subcontractors work is exempt from reporting as a payment  
11 withheld and is not included in the withheld amount. The Contracting Agency's copy  
12 of the notice to Subcontractor for deferred payments shall be submitted to the  
13 Engineer concurrently with notification to the Subcontractor.  
14

15 **1-08.3(2)A Type A Progress Schedule**  
16 **(March 13, 2012 APWA GSP)**

17 *Revise this section to read:*

18  
19 The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at  
20 the preconstruction conference, or some other mutually agreed upon submittal time.  
21 The schedule may be a critical path method (CPM) schedule, bar chart, or other  
22 standard schedule format. Regardless of which format used, the schedule shall  
23 identify the critical path. The Engineer will evaluate the Type A Progress Schedule  
24 and approve or return the schedule for corrections within 15 calendar days of  
25 receiving the submittal.  
26

27 **1-08.4 Prosecution of Work**

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

29  
30 **1-08.4 Notice to Proceed and Prosecution of Work**  
31 **(July 23, 2015 APWA GSP)**  
32

33 Notice to Proceed will be given after the contract has been executed and the contract  
34 bond and evidence of insurance have been approved and filed by the Contracting  
35 Agency. The Contractor shall not commence with the work until the Notice to  
36 Proceed has been given by the Engineer. The Contractor shall commence  
37 construction activities on the project site within ten days of the Notice to Proceed  
38 Date, unless otherwise approved in writing. The Contractor shall diligently pursue  
39 the work to the physical completion date within the time specified in the contract.  
40 Voluntary shutdown or slowing of operations by the Contractor shall not relieve the  
41 Contractor of the responsibility to complete the work within the time(s) specified in  
42 the contract.  
43

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

1  
2 **1-08.5 Time for Completion**  
3 **(March 16, 2016 Tacoma GSP)**

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

5  
6 Contract time shall begin on the first working day following the Notice to Proceed  
7 Date.

8  
9 Each working day shall be charged to the contract as it occurs, until the contract  
10 work is physically complete. If substantial completion has been granted and all the  
11 authorized working days have been used, charging of working days will cease. Each  
12 week the Engineer will provide the Contractor a statement that shows the number of  
13 working days: (1) charged to the contract the week before; (2) specified for the  
14 physical completion of the contract; and (3) remaining for the physical completion of  
15 the contract. The statement will also show the nonworking days and any partial or  
16 whole day the Engineer declares as unworkable. Within 10 calendar days after the  
17 date of each statement, the Contractor shall file a written protest of any alleged  
18 discrepancies in it. To be considered by the Engineer, the protest shall be in  
19 sufficient detail to enable the Engineer to ascertain the basis and amount of time  
20 disputed. By not filing such detailed protest in that period, the Contractor shall be  
21 deemed as having accepted the statement as correct. If the Contractor is approved  
22 to work 10 hours a day and 4 days a week (a 4-10 schedule) and the fifth day of the  
23 week in which a 4-10 shift is worked would ordinarily be charged as a working day  
24 then the fifth day of that week will be charged as a working day whether or not the  
25 Contractor works on that day.  
26

27 *Revise the sixth paragraph to read:*

28  
29 The Engineer will give the Contractor written notice of the completion date of the  
30 contract after all the Contractor's obligations under the contract have been performed  
31 by the Contractor. The following events must occur before the Completion Date can  
32 be established:

- 33 1. The physical work on the project must be complete; and  
34 2. The Contractor must furnish all documentation required by the contract and  
35 required by law, to allow the Contracting Agency to process final acceptance of  
36 the contract. The following documents must be received by the Project Engineer  
37 prior to establishing a completion date:  
38 a. Certified Payrolls (per Section 1-07.9(5)).  
39 b. Material Acceptance Certification Documents  
40 c. Reports of Amounts Credited as SBE Participation, as required by the  
41 Contract Provisions.  
42 d. Final Contract Voucher Certification  
43 e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor  
44 and all Subcontractors  
45 f. Property owner releases per Section 1-07.24  
46

47 *This section is supplemented with the following:*  
48 **(March 1, 2004 Tacoma GSP)**

49  
50 This project shall be physically completed within **120** working days. This includes a  
51 45 working day lead time to order materials.

1  
2 **1-08.9 Liquidated Damages**  
3 **(August 14, 2013 APWA GSP)**

4 *Revise the fourth paragraph to read:*

5  
6 When the Contract Work has progressed to Substantial Completion as defined in the  
7 Contract, the Engineer may determine that the work is Substantially Complete. The  
8 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  
11 occurring after the Substantial Completion Date, liquidated damages shall be  
12 assessed on the basis of direct engineering and related costs assignable to the  
13 project until the actual Physical Completion Date of all the Contract Work. The  
14 Contractor shall complete the remaining Work as promptly as possible. Upon request  
15 by the Project Engineer, the Contractor shall furnish a written schedule for  
16 completing the physical Work on the Contract.

17  
18  
19 **END OF SECTION**  
20

1 **1-09 MEASUREMENT AND PAYMENT**

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

5  
6 *Revise item 4 of the fifth paragraph to read:*

- 7  
8 4. Test results and scale weight records for each day's hauling operations are  
9 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,  
10 Scaleman's Daily Report, unless the printed ticket contains the same information  
11 that is on the Scaleman's Daily Report Form. The scale operator must provide  
12 AM and/or PM tare weights for each truck on the printed ticket.

13  
14 **1-09.6 Force Account**  
15 **(October 10, 2008 APWA GSP)**

16 *Supplement this Section with the following:*

17  
18 The Contracting Agency has estimated and included in the Proposal, dollar amounts  
19 for all items to be paid per force account, only to provide a common proposal for  
20 Bidders. All such dollar amounts are to become a part of Contractor's total bid.  
21 However, the Contracting Agency does not warrant expressly or by implication that  
22 the actual amount of work will correspond with those estimates. Payment will be  
23 made on the basis of the amount of work actually authorized by Engineer.

24  
25 **(January 13, 2011 Tacoma GSP)**

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

27  
28 The Contractor shall submit a comprehensive summary list of all equipment  
29 anticipated to be used on the project and their associated AGC/WSDOT Equipment  
30 Rental Rates. The list shall include the contractor's equipment number, make,  
31 model, year, operation rate, standby rate, applicable attachments and any other  
32 applicable information necessary to determine the applicable rates in accordance  
33 with this section. In addition, the contractor shall submit an Equipment Watch rate  
34 sheet ([www.equipmentwatch.com](http://www.equipmentwatch.com)) for each piece of equipment in the summary list.  
35 Access to the Equipment Watch web site is available at the City's Construction  
36 Management Office.

37  
38 **1-09.9 Payments**  
39 **(March 13, 2012 APWA GSP)**

40  
41 *Delete the first four paragraphs and replace them with the following:*

42  
43 The basis of payment will be the actual quantities of Work performed according to  
44 the Contract and as specified for payment.

45  
46 The Contractor shall submit a breakdown of the cost of lump sum bid items at the  
47 Preconstruction Conference, to enable the Project Engineer to determine the Work  
48 performed on a monthly basis. A breakdown is not required for lump sum items that  
49 include a basis for incremental payments as part of the respective Specification.  
50 Absent a lump sum breakdown, the Project Engineer will make a determination

1 based on information available. The Project Engineer's determination of the cost of  
2 work shall be final.

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

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

14  
15 The value of the progress estimate will be the sum of the following:

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

25  
26 Progress payments will be made in accordance with the progress estimate less:

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

31  
32 Progress payments for work performed shall not be evidence of acceptable  
33 performance or an admission by the Contracting Agency that any work has been  
34 satisfactorily completed. The determination of payments under the contract will be  
35 final in accordance with Section 1-05.1.

36  
37 *This section is supplemented with the following:*  
38 **(January 6, 2015 Tacoma GSP)**

39  
40 Breakdowns of all lump sum items shall be provided for all lump sum items and shall  
41 include all costs for labor, equipment, materials, and taxes (as applicable) associated  
42 with the lump sum item. Washington State Department of Revenue Rules 170 and  
43 171 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments  
44 to the Standard Specifications.

45  
46 Stockpiled Material - The point of acceptance of stockpiled material for payment and  
47 quality shall be at the time of incorporation into the contract.  
48

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

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

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

4  
5 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.

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

7  
8 **1-09.13(3)A Administration of Arbitration**

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

10 *Revise the third paragraph to read:*

11  
12 The Contracting Agency and the Contractor mutually agree to be bound by the  
13 decision of the arbitrator, and judgment upon the award rendered by the arbitrator  
14 may be entered in the Superior Court of the county in which the Contracting  
15 Agency's headquarters are located. The decision of the arbitrator and the specific  
16 basis for the decision shall be in writing. The arbitrator shall use the contract as a  
17 basis for decisions.

18  
19  
20 **END OF SECTION**  
21



1 **1-10 TEMPORARY TRAFFIC CONTROL**

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

4 **(January 11, 2006 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 by 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.

20  
21 The City will make all necessary temporary adjustments to existing traffic signals and  
22 traffic signal activators.

23  
24 Existing signs shall not be removed until the Contractor has provided for temporary  
25 measures sufficient to safeguard and direct traffic after existing signs have been  
26 removed. Preservation of temporary traffic control and street name signs shall be  
27 the sole responsibility of the Contractor.

28  
29 As the work progresses and permits, temporarily relocated and/or removed traffic  
30 signs shall be reset in their permanent location. Permanent signs and other traffic  
31 control devices damaged or lost by the Contractor shall be replaced or repaired at  
32 the Contractor's expense.

33  
34 **Traffic Control Management**

35 **1-10.2(1) General**

36 **(January 3, 2017)**

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

38  
39 Only training with WSDOT TCS card and WSDOT training curriculum is recognized  
40 in the State of Washington. The Traffic Control Supervisor shall be certified by one of  
41 the following:

42  
43 The Northwest Laborers-Employers Training Trust  
44 27055 Ohio Ave.  
45 Kingston, WA 98346  
46 (360) 297-3035

47  
48 Evergreen Safety Council  
49 12545 135<sup>th</sup> Ave. NE  
50 Kirkland, WA 98034-8709  
51 1-800-521-0778

1  
2 The American Traffic Safety Services Association  
3 15 Riverside Parkway, Suite 100  
4 Fredericksburg, Virginia 22406-1022  
5 Training Dept. Toll Free (877) 642-4637  
6 Phone: (540) 368-1701  
7

8 *Section 1-10.3 is supplemented with the following:*  
9

10 **1-10.3(2)F Signalized Intersections**  
11 **(January 11, 2006 Tacoma GSP)**  
12

13 When construction operations are such that an existing traffic signal is required to be  
14 overridden to allow for traffic control measures, the signal shall be overridden only by  
15 a uniformed off-duty police officer.  
16

17 All off-duty officers shall be commissioned within the State of Washington.  
18

19 **1-10.3(3)A Construction Signs**  
20 **(January 11, 2006 Tacoma GSP)**  
21

22 *The fifth paragraph is revised to read:*  
23

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

28 **1-10.3(3)C Portable Changeable Message Sign**  
29 **(August 4, 2010 Tacoma GSP)**  
30

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

33 Portable Changeable Message Signs shall be required on arterials streets where  
34 construction occurs for durations longer than seven (7) calendar days. Signs shall  
35 be solar charged and programmable. Signs shall be provided a minimum of seven  
36 (7) calendar days prior to construction and remain through the duration of the  
37 construction on the arterial street. Signs shall be provided on each end of the arterial  
38 street construction zone notifying oncoming traffic of the construction conditions. All  
39 costs associated with providing and maintain the signs for the required duration shall  
40 be included in the proposal item, "Project Temporary Traffic Control", per lump sum.  
41  
42  
43

**END OF SECTION**

1 **2-14 PAVEMENT REMOVAL**  
2 **(March 17, 2003 Tacoma GSP)**  
3

4 **2-14.1 Description**  
5

6 The Work described in this section includes the removal and disposal of pavement  
7 surfaces identified on the Plans or as marked in the field.  
8

9 **2-14.2 Pavement Classification**  
10

11 Removal of pavement will be according to type and class based on composition and  
12 thickness, as defined below:  
13

- |    |                  |  |
|----|------------------|--|
| 14 | <b>Type I</b>    | Pavement removal where all or portions of the existing pavement is     |
| 15 |                  | being removed in conjunction with street construction or any other     |
| 16 |                  | removal not described below for Type II or Type III.                   |
| 17 |                  |  |
| 18 | <b>Type II</b>   | Pavement removal required for the placing of utilities at greater and  |
| 19 |                  | varying depths, such as sewers.  |
| 20 |                  |  |
| 21 | <b>Type III</b>  | Pavement removal required for narrow and shallow utility cuts in order |
| 22 |                  | to install light cables, conduits and similar shallow utilities.       |
| 23 |                  |  |
| 24 | <b>Class A2</b>  | Class A2 pavement removal shall apply to the removal of asphalt        |
| 25 |                  | concrete, bituminous road surfacing, multiple lift bituminous surface  |
| 26 |                  | treatments or any combination of these components having an            |
| 27 |                  | average thickness of two inches or less.                               |
| 28 |                  |  |
| 29 | <b>Class A4</b>  | Class A4 pavement removal shall apply to the removal of asphalt        |
| 30 |                  | concrete, bituminous road surfacing, multiple lift bituminous surface  |
| 31 |                  | treatments or any combination of these components having an            |
| 32 |                  | average thickness between two inches and four inches.                  |
| 33 |                  |  |
| 34 | <b>Class A8</b>  | Class A8 pavement removal shall apply to the removal of asphalt        |
| 35 |                  | concrete, bituminous road surfacing, multiple lift bituminous surface  |
| 36 |                  | treatments or any combination of these components having an            |
| 37 |                  | average thickness between four inches and eight inches.                |
| 38 |                  |  |
| 39 | <b>Class C6</b>  | Class C6 pavement removal shall apply to all non-reinforced cement     |
| 40 |                  | concrete pavements or slabs having an average thickness of six         |
| 41 |                  | inches or less. After the curbs and pavement have been constructed,    |
| 42 |                  | the Contractor may be required to remove additional sidewalk           |
| 43 |                  | necessary to provide proper connections and grades, as determined      |
| 44 |                  | by the Engineer.   |
| 45 |                  |  |
| 46 | <b>Class C12</b> | Class C12 pavement removal shall apply to all non-reinforced cement    |
| 47 |                  | concrete pavements or slabs having an average thickness of between     |
| 48 |                  | 6 inches and 12 inches.  |
| 49 |                  |  |
| 50 | <b>Class CA</b>  | Class CA pavement removal shall apply to all pavements that have a     |
| 51 |                  | wearing surface of asphalt concrete upon a cement concrete             |

pavement or, cement concrete base, and for which the total combined thickness of the pavement averages between six inches and twelve inches.

**Class H** Class H pavement removal shall apply to early type pavement of a cement concrete base with a brick or cobblestone surface and potentially an additional layer of asphalt concrete pavement for which the total combined thickness of the pavement averages between ten inches and twenty inches.

### **2-14.3 Construction Requirements**

All final meetlines shall be sawcut.

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

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

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

### **2-14.4 Measurement**

Pavement removal will be measured per square yard.

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

### **2-14.5 Payment**

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

“Remove Existing Pavement, Type \_\_\_\_ Class\_\_\_\_”, per square yard

All costs associated with saw cutting meet lines shall be included in the unit Contract price for pavement removal.

**END OF SECTION**

1  
2 **4-04 BALLAST AND CRUSHED SURFACING (APRIL 23, 2018, \*\*\*\*\*)**

3  
4 **(March 17, 2003 Tacoma GSP)**

5  
6 **4-04.5 Payment**

7 *This section is supplemented with the following:*

8  
9 All costs for labor, equipment, and materials required to furnish, place, and compact  
10 the crushed surfacing top course for all asphalt concrete approaches and non-paved  
11 approaches shall be included in the unit Contract price for "Crushed Surfacing Top  
12 Course" and "Crushed Surfacing (or Base Course)", per ton.  
13

14  
15 **END OF SECTION**  
16

1 **5-04 HOT MIX ASPHALT**

2  
3 **5-04.3 Construction Requirements**

4  
5 **5-04.3(3) Hot Mix Asphalt Pavers**  
6 **(June 16, 2016 Tacoma GSP)**

7 *The second paragraph is deleted.*

8  
9 **5-04.3(3)A Material Transfer Device/Vehicle**  
10 **(June 16, 2016 Tacoma GSP)**

11 *The first paragraph is revised to read:*

12  
13 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving  
14 areas are specified below. A MTD/V shall only be used according to this special  
15 provision for the following paving areas:

16  
17 NONE

18  
19 **5-04.3(5)E Pavement Repair**  
20 **(June 16, 2016 Tacoma GSP)**

21 *This section is revised to read:*

22  
23 Pavement repair shall be in accordance with the City of Tacoma Right-of-Way  
24 Restoration Policy found at [www.govME.org](http://www.govME.org).

25  
26 Pavement repair consists of asphalt concrete sawcut, removing asphalt concrete  
27 pavement, crushed surfacing and subgrade, and installing Construction Geotextile  
28 for Separation, placing crushed surfacing top course over the Construction  
29 Geotextile, and HMA in accordance with the Contract or as directed by the Engineer.

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

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

41  
42 Estimated plan quantities for pavement repair are approximate and are provided for  
43 bidding purposes only. The actual dimensions to be used will be verified by the  
44 Engineer at the time of construction. Contrary to Section 1-04.6, no changes to the  
45 unit prices bid for the various items will be permitted due to any increase or decrease  
46 in the amount of pavement repair.

47  
48 **5-04.3(7)A Mix Design**  
49  
50

1 **5-04.3(7)A1 General**

2 **(June 16, 2016 Tacoma GSP)**

3 *This section is supplemented with the following:*

4  
5 The Contractor shall determine anti-strip requirements for HMA and provide  
6 laboratory test data for anti-stripping.

7  
8 The Contractor shall provide a mix design based upon 3 million ESAL's.

9  
10 **5-04.3(7)A2 Statistical or Nonstatistical Evaluation**

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

12  
13 **5-04.3(7)A2 Nonstatistical Evaluation**

14 **(January 16, 2014 APWA GSP)**

15  
16 Mix designs for HMA accepted by Nonstatistical Evaluation shall;

- 17 • Be submitted to the Project Engineer on WSDOT Form 350-042
- 18 • Have the aggregate structure and asphalt binder content determined in  
19 accordance with WSDOT Standard Operating Procedure 732 and meet the  
20 requirements of Sections 9-03.8(2) and 9-03.8(6).
- 21 • Have anti-strip requirements, if any, for the proposed mix design determined  
22 in accordance with WSDOT Test Method T 718 or based on historic anti-strip  
23 and aggregate source compatibility from WSDOT lab testing. Anti-strip  
24 evaluation of HMA mix designs utilized that include RAP will be completed  
25 without the inclusion of the RAP.

26  
27 At or prior to the preconstruction meeting, the Contractor shall provide one of the  
28 following mix design verification certifications for Contracting Agency review;

- 29  
30 • The proposed mix design indicated on a WSDOT mix design/anti-strip report  
31 that is within one year of the approval date
- 32 • The proposed HMA mix design submittal (Form 350-042) with the seal and  
33 certification (stamp & signature) of a valid licensed Washington State  
34 Professional Engineer.
- 35 • The proposed mix design by a qualified City or County laboratory mix design  
36 report that is within one year of the approval date.

37  
38 The mix design will be performed by a lab accredited by a national authority such as  
39 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The  
40 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO  
41 Accreditation Program (AAP) and shall supply evidence of participation in the  
42 AASHTO Material Reference Laboratory (AMRL) program.

43  
44 At the discretion of the Engineer, agencies may accept mix designs verified beyond  
45 the one year verification period with a certification from the Contractor that the  
46 materials and sources are the same as those shown on the original mix design.

47  
48 **5-04.3(8)A Acceptance Sampling and Testing – HMA Mixture**

1 **5-04.3(8)A1 General**  
2 **(January 16, 2014 APWA GSP)**

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

4  
5 Acceptance of HMA shall be as defined under nonstatistical or commercial  
6 evaluation.

7  
8 Nonstatistical evaluation will be used for all HMA not designated as Commercial  
9 HMA in the Contract documents.

10  
11 The mix design will be the initial JMF for the class of HMA. The Contractor may  
12 request a change in the JMF. Any adjustments to the JMF will require the approval  
13 of the Project Engineer and must be made in accordance with Section 9-03.8(7).

14  
15 Commercial evaluation may be used for Commercial HMA and for other classes of  
16 HMA in the following applications: sidewalks, road approaches, ditches, slopes,  
17 paths, trails, gores, prelevel, and pavement repair. Other nonstructural applications  
18 of HMA accepted by commercial evaluation shall be as approved by the Project  
19 Engineer. Sampling and testing of HMA accepted by commercial evaluation will be  
20 at the option of the Project Engineer. Commercial HMA can be accepted by a  
21 Contractor certificate of compliance letter stating the material meets the HMA  
22 requirements defined in the Contract.

23  
24 **5-04.3(8)A4 Definition of Sampling Lot and Sublot**  
25 **(January 16, 2014 APWA GSP)**

26 *Section 5-04.3(8)A4 is supplemented with the following:*

27  
28 For HMA in a structural application, sampling and testing for total project quantities  
29 less than 400 tons is at the discretion of the engineer. For HMA used in a structural  
30 application and with a total project quantity less than 800 tons but more than 400  
31 tons, a minimum of one acceptance test shall be performed:

- 32 i. If test results are found to be within specification requirements, additional  
33 testing will be at the engineer's discretion.  
34 ii. If test results are found not to be within specification requirements, additional  
35 testing as needed to determine a CPF shall be performed.

36  
37 **5-04.3(8)A5 Test Results**  
38 **(January 16, 2014 APWA GSP)**

39 *The first paragraph of this section is deleted.*

40  
41 **5-04.3(8)A6 Test Methods**  
42 **(June 16, 2016 Tacoma GSP)**

43  
44 *This section is revised to read:*

45  
46 Testing of HMA for compliance of Va will be at the option of the Contracting Agency,  
47 and will be by WSDOT Standard Operating Procedure (SOP) 731. Testing for  
48 compliance of asphalt binder content will be by FOP for AASHTO T 308. Testing for  
49 compliance of gradation will be by FOP for WAQTC T 27/T 11, WSDOT Materials  
50 Manual.



1 **5-04.3(10) HMA Compaction Acceptance**

2 **(April 23, 2018, \*\*\*\*\*)**

3 *This section is revised to read:*

4  
5 The Contractor shall comply with the General Compaction Requirements in Section  
6 5-04.3(10)A and HMA Compaction by Visual Inspection in Section 5-04.3(10)D.

7  
8 **5-04.3(10)B1 General**

9 **(June 16, 2016 Tacoma GSP)**

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

11  
12 The specified level of density attained will be determined by the non-statistical  
13 evaluation of nuclear density tests taken on the day the mix is placed (after  
14 completion of the finish rolling).

15  
16 *The sixth paragraph and subsequent table are deleted.*

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

19  
20 Compaction tests will be performed at a minimum of 5 various locations, as  
21 determined by the Engineer, for each 400 tons placed. The locations will be  
22 determined by the stratified random sampling procedure conforming to WSDOT Test  
23 Method T 716. For an area in progress with a CPF less than 0.75, a new  
24 compaction sequence will begin at the Contractor's request after the Project  
25 Engineer is satisfied that material conforming to the Specifications can be produced.  
26 The Compaction Test Procedures will be provided to the Contractor by the  
27 Contracting Agency at the Pre-Construction Conference or a Pre-Paving Meeting,  
28 prior to the placement of HMA material on site.

29  
30 Cores may be used as an alternate to the nuclear density gauge tests. When cores  
31 are taken by the Engineer at the request of the Contractor, the request shall be made  
32 by noon of the first working day following placement of the mix. The Engineer shall  
33 be reimbursed for the coring expenses.

34  
35 At the start of paving, if requested by the Contractor, a compaction test section shall  
36 be constructed as directed by the Engineer to determine the compactibility of the mix  
37 design. Compactibility shall be based on the ability of the mix to attain the specified  
38 minimum density (91 percent of the maximum density determined by WSDOT FOP  
39 for AASHTO T 729). Following determination of compactibility, the Contractor is  
40 responsible for the control of the compaction effort. If the Contractor does not  
41 request a test section, the mix will be considered compactible.

42  
43 HMA for preleveling shall be compacted to the satisfaction of the Engineer.

44  
45 **5-04.3(10)B2 Cyclic Density**

46 **(June 16, 2016 Tacoma GSP)**

47 *This section is deleted.*

1 **5-04.3(10)F HMA Compaction Acceptance – Notification of Acceptance Test**  
2 **Results**  
3 **(April 23, 2018, \*\*\*\*\*)**

4 *This section is supplemented with the following:*

5  
6 The Engineer will inform the Contractor of field compaction test results as work is  
7 being performed. Formal Test Report(s) will be provided to the Contractor within 3  
8 Working Days.

9  
10 **5-04.3(17) Paving Under Traffic**  
11 **(April 23, 2018, \*\*\*\*\*)**

12 *The section is supplemented with the following:*

13  
14 No traffic shall be allowed on any newly placed pavement without the approval of the  
15 Engineer.

16  
17 **5-04.3(20) Anti Stripping Additive**  
18 **(June 16, 2016 Tacoma GSP)**

19 *This section is revised to read as follows:*

20  
21 The asphalt supplier shall add anti-stripping additive to the liquid asphalt prior to  
22 shipment to the asphalt mixing plant. The Contractor shall submit the anti-stripping  
23 additive type and amount as designated in the WSDOT mix design/anti-strip  
24 evaluation report. The Contractor shall submit the anti-stripping additive amount and  
25 the manufacturer's certification, together with the HMA mix design submittal in  
26 accordance with Section 5-04.3(7)A. Paving shall not begin before the anti-stripping  
27 additive submittal is approved by the Engineer.

28  
29 **5-04.4 Measurement**  
30 **(June 16, 2016 Tacoma GSP)**

31 *The first paragraph is revised to read:*

32  
33 HMA Cl. \_\_\_\_ PG \_\_\_\_, HMA for \_\_\_\_ Cl. \_\_\_\_ PG \_\_\_\_, and Commercial HMA will be  
34 measured by the ton in accordance with Section 1-09.2, with no deduction being  
35 made for the weight of asphalt binder, blending sand, mineral filler, anti-stripping  
36 additive, or any other component of the mixture; and the measurement shall include  
37 asphalt wedge curbs and thickened edges in accordance with the Plans or as  
38 directed by the Engineer. If the Contractor elects to remove and replace mix as  
39 allowed in Section 5-04.3(11), the material removed will not be measured.

40  
41 *The second paragraph is revised to read:*

42  
43 No specific unit of measure will apply to roadway cores, which shall be included in  
44 the measurements for the HMA items that are included in the Proposal.

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

47  
48 HMA for Approach Cl. \_\_\_\_ PG \_\_\_\_ shall be measured per square yard of finished  
49 driveway and approach.

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

3  
4 **5-04.5 Payment**

5 **(June 16, 2016 Tacoma GSP)**

6 *Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price*  
7 *Adjustment" are deleted.*

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

10  
11 "HMA Cl. \_\_\_ PG \_\_\_ for Pavement Patch", per ton.

12  
13 The unit Contract price for pavement patch shall be full pay for all labor, equipment,  
14 and materials required to complete the patching of the street, including joints, where  
15 required, and removal of temporary base.

16  
17 Temporary pavement patches placed between October 1<sup>st</sup> and March 31<sup>st</sup> shall be  
18 HMA Cl. ½" PG 64-22.

19  
20 **5-04.5(1) Quality Assurance Price Adjustments**

21 *This section is deleted.*

22  
23 **END OF SECTION**  
24  
25

**7-04 STORM SEWERS**  
**(March 17, 2003 Tacoma GSP)**

*This section is deleted. The requirements of Section 7-17 shall apply to storm sewers.*

**END OF SECTION**

1 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**  
2 **(April 23, 2018, \*\*\*\*)**  
3

4 **7-05.1 Description**

5 *This section is revised to read:*  
6

7 This work consists of constructing trench drains and connecting to existing  
8 Structures of the types and sizes designated in accordance with the Plans, these  
9 Specifications, and the *Standard Plans*, in conformity with the lines and grades  
10 staked.

11  
12 All references to sanitary sewers shall be construed to also mean storm sewers.  
13

14 **7-05.2 Materials**

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

17 Trench Drain materials shall be per Plans.  
18

19 **7-05.3 Construction Requirements**  
20

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

22 Backfilling of trench drains, manholes, inlets, catch basins, and drywells shall be  
23 done in accordance with the provisions of Section 2-09.  
24

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

27 Trench Drain shall be installed per Plans and per manufacturer's recommendations.  
28

29 The Contractor shall verify the location, pipe material, pipe diameter, invert elevation  
30 and condition of the existing connection pipe from the existing trench drain to its  
31 point of discharge to the Public Storm Drain system. The Contractor shall  
32 communicate findings to the Engineer a minimum of 1 week prior to beginning the  
33 work on site, and confirm with Engineer the extent of connection pipe replacement.  
34 Pipe connection to existing structure or existing storm drain pipe shall be watertight  
35 and with approved coupling or gasket.  
36

37 **7-05.3(1) Adjusting Manholes and Catch Basins to Grade**

38 *This section is revised to read:*  
39

40 **7-05.3(1) Adjusting Utility Structures to Grade**  
41

42 Where shown in the Plans or where directed by the Engineer, utility structures shall  
43 be adjusted to grade as staked or as otherwise designated by the Engineer.  
44

45 The materials and methods of construction shall conform to the requirements  
46 specified in Section 7-05.3 and Standard Plan No. SU-25. The finished structure  
47 shall conform to the requirements of the standard plan for the specific structure.  
48  
49  
50

1 **7-05.3(3) Connections to Existing Manholes**

2 *The first sentence is revised to read:*

3  
4 The Contractor shall inspect the existing manholes in the field to verify invert  
5 elevations and the scope of work necessary to make the connection(s) prior to  
6 construction.

7  
8 **7-05.4 Measurement**

9 *The sixth paragraph is revised to read:*

10  
11 Connections to existing structures will be measured per each.

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

14  
15 Removal and Replacement of Trench Drain will not be measured but will be paid for  
16 on a lump sum basis. Work includes verification of existing connection pipe; removal  
17 and disposal of existing trench drain and supporting concrete foundation;  
18 replacement of connection pipe; subgrade establishment of replacement trench  
19 drain; installation of prefabricated trench drain, frame and grate in concrete  
20 foundation.

21  
22 **7-05.5 Payment**

23 *This section is supplemented with the following:*

24  
25 The unit Contract price for "Removal and Replacement of Trench Drain" shall be full  
26 pay for all work required to furnish and install the replacement trench drain to  
27 finished grade, including, but not limited to, excavation, installation of concrete  
28 foundation, compaction of backfill, connection of new pipe(s), as applicable per  
29 Standard Plans.

30  
31  
32 **END OF SECTION**  
33

1 **7-17, SANITARY SEWERS**  
2 **(April 23, 2018, \*\*\*\*)**

3  
4 **7-17.3 Construction Requirements**

5  
6 **7-17.3(2)H Television Inspection**

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

9  
10 A minimum of three (3) weeks prior to the Work and also maximum of two (2) weeks  
11 upon completion of the Work, the Contractor shall, in the presence of the Engineer,  
12 perform television inspection of the interior of all existing public sanitary sewer and  
13 storm drain pipe larger than 6 inches in diameter located in the area of Work.  
14 Television inspection shall extend to adjacent manholes or catch basin. Television  
15 inspection shall include audio assessment of the observed condition of the pipe.  
16 Inspection report shall include notation of observed abnormalities with dimensioned  
17 locations on the contract drawings.

18  
19 Notify the Engineer a minimum of three days in advance of each television  
20 inspection.

21  
22 Personnel performing television inspection shall have completed the Pipeline  
23 Assessment and Certification Program (PACP). Submit said certification to the  
24 Engineer at least three Working Days in advance of the first television inspection.

25  
26 Camera equipment shall be a 360-degree radial view color television camera with a  
27 mechanical forage counter calibrated to indicate video footage consistent with  
28 distance traveled in the pipe. Display footage must be shown on the video recording  
29 and be mentioned on the audio portion. The camera shall include a light source  
30 providing adequate illumination to clearly identify pipe invert, crown, joints, sides,  
31 connections and infiltration/exfiltration. Provide adequate illumination to record  
32 images at least 15 feet in front of the camera.

33  
34 Audio commentary on recording shall be objective and based on PACP defined  
35 assessment conditions. Audio must be intelligible and as free from interference and  
36 background noise as can reasonably be done. Each recording must include audio  
37 accompaniment and identification of a single run of pipe between two structures.  
38 The Contractor shall deliver video inspections to the Engineer within three working  
39 days. Transmittal shall include date and time of television inspection, names of  
40 television inspection crew members, and location of pipe segments. Submit  
41 television inspection on DVD-R discs or flash drives, with uploadable capability to  
42 Tacoma Public Utilities database.

43  
44 **7-17.4 Measurement**

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

47  
48 Television inspection will be a lump sum.  
49  
50

1 **7-17.5 Payment**

2  
3 *This Section is supplemented with the following:*

4  
5 "Television Inspection", per lump sum.

6  
7 The unit Contract price per lump sum for Television Inspection shall be full pay for  
8 the Work, including all permits, traffic control, and coordination with utility agencies.  
9

10  
11 **END OF SECTION**  
12  
13  
14



1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**  
2 **(March 17, 2016 Tacoma GSP)**

3  
4 **8-01.1 Description**

5 *This section is supplemented with the following:*

6  
7 The City of Tacoma Stormwater Management Manual is available on the City's  
8 website at [www.cityoftacoma.org/stormwatermanual](http://www.cityoftacoma.org/stormwatermanual).  
9

10 **8-01.3(1) General**

11  
12 **8-01.3(1)A Submittals**

13 *This section is revised to read:*

14  
15 The Contractor shall prepare and implement a project-specific Construction  
16 Stormwater Pollution Prevention Plan (SWPPP) in accordance with the City of  
17 Tacoma Stormwater Management Manual (SWMM), Volume 2. The SWPPP is a  
18 document that describes the potential for pollution problems on a construction site  
19 and explains and illustrates the measures to be taken on the construction site to  
20 control those problems.  
21

22 The Construction SWPPP shall be prepared as a stand-alone document consisting  
23 of two sections: Section 1) Construction SWPPP Narrative, and Section 2)  
24 Temporary Erosion and Sediment Control (TESC) Plans.  
25

26 The Contracting Agency has prepared the Construction Stormwater Pollution  
27 Prevention Plan Checklist to aid the Contractor in development of the SWPPP. This  
28 checklist provides the Contractor with a tool to determine if all the major items are  
29 included in the Construction SWPPP and on the TESC Plans and can be found in  
30 Volume 2, Chapter 2 of the SWMM. Contractors are encouraged to complete and  
31 submit this checklist with the Construction SWPPP.  
32

33 The Department of Ecology has prepared a SWPPP template that can be used for  
34 projects in the City of Tacoma. The template can be found on Ecology's website at:  
35 <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.htm>  
36 l. The Contractor developing the SWPPP must ensure that all references are  
37 appropriate for the City of Tacoma.  
38  
39

40 The SWPPP is considered a "living" document that shall be revised to account for  
41 additional erosion control/pollution prevention BMPs as they become necessary and  
42 are implemented in the field during project construction. A copy of the most current  
43 SWPPP and TESC Plan shall remain on-site at all times and an additional copy shall  
44 be forwarded to the Engineer. At the Contractor's preference, revisions to the  
45 SWPPP and TESC Plan may be forwarded to the Engineer rather than submitting a  
46 complete document. Revisions to the SWPPP and TESC Plan may be kept on-site  
47 in a file along with the original SWPPP document.  
48

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

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

2 *This section is revised to read:*

3  
4 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the  
5 contact information for the ESC Lead shall be added to the Stormwater Pollution  
6 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control  
7 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a  
8 current Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain  
9 a current Certified Professional in Erosion and Sediment Control (CPESC) certificate  
10 from a course approved by the Washington State Department of Ecology. The  
11 CESCL or CPESC shall be listed on the Emergency Contact List required under  
12 Section 1-05.13(1).

13  
14 The CESCL or CPESC shall direct implementation of the measures identified in the  
15 SWPPP and as shown on the TESC plan. Implementation shall include, but is not  
16 limited to the following:

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

48 Upon request, the file shall be provided to the Engineer for review.  
49  
50

### 8-01.3(1)C Water Management

*This section is revised to read:*

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

**Dewatering Requirements.** The Contractor shall design, construct, and operate a dewatering system in accordance with this Section and the Special Approved Discharge (SAD) Authorization. The Contractor shall have competent workers available at all times for the continuous and successful operation of the dewatering and monitoring system.

**Dewatering Plan.** The Contractor shall submit a dewatering plan to the Engineer for review in accordance with Section 1-05.3 prior to the start of construction. Review of the dewatering plan submitted by the Contractor shall not relieve the Contractor from full responsibility for adequate design and performance of the system. The Contractor shall be solely responsible for the proper design, installation, operation and maintenance of the dewatering system. The Contractor shall be liable for any damages caused by system failure.

The dewatering plan shall include the following components:

1. System Components – Describe the method and equipment proposed for dewatering the excavation. The Contractor shall have on hand sufficient pumping equipment and machinery in good working condition for all emergencies, including power outage and flooding
2. Treatment Method – Describe how dewatering water that is to be discharged to the City’s sanitary sewer system will be treated to meet the applicable discharge limits of the Special Approved Discharge Authorization and Tacoma Municipal Code 12.08. Provide applicable calculations.
3. Point of Discharge – Describe the point of discharge of the dewatering water. Any discharges to private property will require written documentation from the property owner that this point of discharge is permitted. The Contractor shall provide all proposed points of discharge as part of the Special Approved Discharge Authorization Application.
4. Maintenance Plan – Describe how the designed system will be maintained over the course of the project.
5. Monitoring Plan – Describe how discharge will be monitored to ensure compliance with all discharge requirements.
6. Special Approved Discharge (SAD) Authorization Application – The Contractor shall apply for a SAD Authorization as part of the dewatering plan. No discharge of dewatering water to the City’s sewer systems will be permitted without obtaining this authorization. The City Construction

1 Manager will provide the SAD authorization application to the Contractor  
2 after award of the contract.

3  
4 **Requirements for Dewatering Water Discharge to the Storm Sewer System.**

5 Dewatering water will not be permitted to be discharged into the stormwater system  
6 on this project.

7  
8 **Requirements for Dewatering Water Discharge to the Sanitary Sewer System.**

9 Prior to discharge of dewatering water to the City's sanitary sewer system, sediment  
10 control BMPs must be employed. Groundwater discharges to the sanitary sewer  
11 system shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis  
12 may be completed by the City Lab with a three-day turnaround, or by a third party  
13 laboratory at no additional cost to the City.

14  
15 In addition to the TSS Requirements, the water shall contain no visible oil sheen or  
16 chemical odors. If the Contractor encounters any signs of oil within the soil or  
17 dewatering water, including any sheen on the water, and/or any chemical odor in the  
18 water or soils, the Engineer and Source Control shall be notified immediately and all  
19 discharges to the sanitary sewer system shall be stopped immediately.

20  
21 In the presence of oil sheens and/or chemical odors, the Contractor shall test the  
22 dewatering water prior to discharge for contaminants referenced in the Special  
23 Approved Discharge Authorization and Tacoma Municipal Code 12.08.020. All  
24 discharges to the City's sanitary sewer system shall not exceed the limits of the  
25 Special Approved Discharge Authorization or TMC 12.08.020, whichever is most  
26 stringent.

27  
28 The Contractor shall control the flow of water into the downstream system to ensure  
29 that the capacity of the City's sanitary sewer system is not exceeded as a result of  
30 the additional flows caused by the dewatering water. The Contractor shall contact  
31 the Engineer to request pipe capacity information for the Contractor's proposed  
32 discharge points.

33  
34 The Contractor shall measure and record in gallons the total quantity of dewatering  
35 water discharged to the sanitary sewer system. This can be done by metering the  
36 flow or calculating batch discharges based on the volume of tanks used. In  
37 accordance with the SAD Authorization, the Contractor shall report the discharge  
38 quantities with the associated test results to Source Control.

39  
40 **8-01.3(2) Seeding, Fertilizing, and Mulching**

41  
42 **8-01.3(2)A1 Seeding**

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

44  
45 The depth of cultivation shall be three (3) inches.

46  
47 **8-01.3(2)B Seeding and Fertilizing**

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

49  
50 The rate of seed application shall be ### three (3) lbs. per 1,000 square feet.acre.

1 Seeding fertilizer shall be six (6) lbs. per 1,000 square feet.

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

4  
5 Seed shall be distributed uniformly over the designated area. Half of the seed shall  
6 be sown with the sower moving in one direction, and the remainder with the sower  
7 moving at right angles to the first sowing.

8  
9 **8-01.3(2)D Mulching**

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

11  
12 Wood Fiber Mulch shall be applied at a rate of 2,000 lbs. per acre.

13  
14 **8-01.3(2)E Tackifiers**

15 *This section is supplemented with the following:*

16  
17 Moderate Term Mulch shall be applied at a rate of forty (40) lbs. per acre 1,000  
18 square feet.

19  
20 **8-01.3(7) Stabilized Construction Entrance**

21 *The third paragraph is revised to read:*

22  
23 When the contract requires a wheel wash in conjunction with the stabilized entrance,  
24 the details for the wheel wash and the method for containing and treating the  
25 sediment-laden runoff shall be included as part of the SWPPP and TESC Plan.

26  
27 **8-01.3(8) Street Cleaning**

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

29  
30 Street washing with water shall not be permitted.

31  
32 **8-01.3(9)D Inlet Protection**

33 *Replace the third paragraph of this section with the following:*

34  
35 When the depth of accumulated sediment and debris reaches approximately 1/3 the  
36 height of an internal device or 1/3 the height of the external device (or less when so  
37 specified by the manufacturer), or as designated by the Engineer, the sediment and  
38 debris shall be removed and disposed of per SWMM BMP C220 or as specified on  
39 the Plans or within the SWPPP.

40  
41 *The section is supplemented with the following:*

42  
43 Only bag-type filters are allowed for use in the public right of way.

44  
45 **8-01.3(10) Wattles**

46 *The fifth and sixth sentences are revised to read:*

47  
48 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On  
49 loose soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches  
50 deep, or 1/2 to 2/3 the thickness of the wattle.

1 **8-01.4 Measurement**

2 *This section is supplemented with the following:*

3  
4 No specific unit of measurement shall apply to the lump sum item "Stormwater  
5 Pollution Prevention Plan (SWPPP)".

6  
7 *Add the following new sections:*

8  
9 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

10  
11 When the bid Proposal contains the item "Erosion/Water Pollution Control", there will  
12 be no measurement of unit items for Work defined by Section 8-01.4 except as  
13 described in Section 8-01.4(2). Also, except as described in Section 8-01.4(2), all of  
14 Sections 8-01.4 and 8-01.5 are deleted.

15  
16 **8-01.5 Payment**

17  
18 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section*  
19 *1-09.6 is revised to read:*

20  
21 Installation, maintenance, and removal of erosion and water pollution control devices  
22 including removal and disposal of sediment, stabilization and rehabilitation of soil  
23 disturbed by these activities and any additional Work deemed necessary by the  
24 Engineer to control erosion and water pollution will be paid by force account in  
25 accordance with Section 1-09.6. Directing implementation by ESC Lead of the  
26 measures identified in the SWPPP, shown on the TESC plan, and all other work as  
27 included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-  
28 09.6.

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

31  
32 Where removal of erosion control BMPs is directed by the Engineer according to 8-  
33 01.3(16) or according to these specification and the plans, removal shall be included in  
34 the lump sum or unit cost for these respective BMPs.

35  
36 "Erosion Control", per lump sum. The lump sum contract price for "Erosion Control"  
37 shall be full pay for all cost for labor, equipment, and materials to perform all work  
38 associated with erosion control. Work shall include, but shall not be limited to,  
39 furnishing, purchase and delivery or required materials, installation and maintenance  
40 of temporary erosion and sediment control measures, and all costs incurred by the  
41 Contractor in performing the Contract Work defined in Section 8-01, except for unit  
42 bid items in Section 8-01 when these are included in the bid proposal. It is the  
43 Contractor's responsibility to maintain, repair, and replace any and all erosion control  
44 measures as required to maintain compliance with the NPDES Construction  
45 Stormwater General Permit and Tacoma Municipal Code 12.08 for the entire  
46 duration of the Project.

47  
48 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum. The lump sum  
49 contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full pay  
50 for all costs, including but not limited to, preparing, submitting, revising, and  
51 resubmitting revisions for the Stormwater Pollution Prevention Plan."

1 *Add the following new sections:*

2  
3 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**

4  
5 "Erosion/Water Pollution Control", per lump sum

6  
7 The lump sum contract price for "Erosion/Water Pollution Control" shall be full  
8 compensation for all costs incurred by the Contractor in performing the Contract  
9 Work defined in Section 8-01, except for costs compensated by Bid Proposal items  
10 inserted through Contract Provisions as described in Section 8-01.5(2)

11  
12 Where removal of erosion control BMPs is directed by the engineer according to 8-  
13 01.3(16) or according to these specifications and the plans, removal shall be  
14 included in the lump sum or unit cost for these respective BMPs.

15  
16 **8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

17  
18 The Contract Provisions may establish the project as lump sum, in accordance with  
19 section 8-01.4(1) and also reinstate the measurement of one or more of the items  
20 described in section 8-01.4. When that occurs, the corresponding payment provision  
21 in Section 8-01.5 is not deleted and the Work under that item will be paid as  
22 specified.

23  
24 This section is supplemented with the following:

25  
26  
27 "ESC Lead," per Day

28  
29 "Inlet Protection," per each

30  
31 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum

32  
33 The lump sum contract price for "Stormwater Pollution Prevention Plan (SWPPP)"  
34 shall be full pay for all costs, including but not limited to, preparing, submitting,  
35 revising, and resubmitting revisions for the Stormwater Pollution Prevention Plan.

36  
37  
38  
39 **END OF SECTION**  
40  
41

1 **8-20 ILLUMINATION, TRAFFIC SIGNAL SYSTEMS, AND ELECTRICAL**  
2 **(April 24, 2018, \*\*\*\*)**  
3

4 **8-20.2 Materials**

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

7 The Contractor shall warranty all electrical and mechanical equipment described in  
8 this section for satisfactory in-service operation for one year following project  
9 acceptance. Warranty shall include troubleshooting, labor, materials and all other  
10 costs to bring the equipment to a satisfactory level of service. Normal maintenance is  
11 not included in the warranty.  
12

13 **8-20.2(1) Equipment List and Drawings**

14 *This section is revised to read:*  
15

16 Within 20 days following execution of the Contract, the Contractor shall submit to the  
17 Engineer a completed "Request for Approval of Material" that describes the material  
18 proposed for use to fulfill the Plans and Specifications.  
19

20 The Contractor shall submit Type 2 Working Drawings consisting of supplemental  
21 data, sample articles, or both, of the material proposed for use. Supplemental data  
22 includes such items as catalog cuts, product Specifications, shop drawings, wiring  
23 diagrams, etc.  
24

25 The Contractor shall submit Type 2 Working Drawings consisting of the following  
26 information for each different type of luminaire required on the Contract:  
27

- 28 1. Isocandela diagrams showing vertical light distribution, vertical control limits,  
29 and lateral light distribution classification.
- 30 2. Details showing the lamp socket positions with respect to lamp and refractor  
31 for each light distribution type. This requires that the Contracting Agency  
32 know what the light pattern available are and the light distribution.  
33

34 Additional submittals for proposed alternate LED Roadway Luminaires shall be in  
35 conformance with Section 9-29.10.  
36

37 The Contractor shall submit for approval Type 3E Working Drawings in accordance  
38 with Section 1-05.3 for each type of light standard and each type of signal standard  
39 called for on this project.  
40

41 The Engineer's acceptance of any submitted documentation shall in no way relieve  
42 the Contractor from compliance with the safety and performance requirements as  
43 specified herein.  
44

45 Submittals required shall include but not be limited to the following:  
46

47 A Type 2 Working Drawing consisting of a material staging plan, should the  
48 Contractor propose Contracting Agency-owned property for staging areas.

49 A Type 2 Working Drawing consisting of a cable vault installation plan showing the  
50 exact proposed installation location by Roadway station, offset 2 and the scheduled  
51 sequence for each cable vault installation.



1 A Type 2E Working Drawing consisting of a pit plan, for each boring pit, depicting the  
2 protection of traffic and pedestrians, pit dimensions, shoring, bracing, struts, walers,  
3 sheet piles, conduit skids, and means of attachment, casing type, and casing size.  
4 A Type 2E Working Drawing consisting of a boring plan depicting the boring system  
5 and entire support system.  
6

### 7 **8-20.3(5) Conduit**

#### 8 **8-20.3(5)A General**

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

11  
12 As soon as the mandrel has been pulled through, both ends of the conduit shall be  
13 sealed in an approved manner. Location wire, in conformance with 9-29, shall be  
14 installed in all empty conduits. At least three (3) feet of the location wire shall be  
15 neatly coiled and secured to the conduit in the same manner as is shown in  
16 Washington State Department of Transportation Standard Plan J-28.70-01, Details A  
17 and B.  
18

#### 19 **8-20.3(5)B Conduit Type**

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

22 Conduit under driveways and other vehicular access ways shall be Schedule 80  
23 high-density polyethylene (HDPE), Schedule 80 PVC, or rigid metal conduit (RMC).  
24

25 Conduit installed in a joint trench, with power, and that is installed a minimum of 36-  
26 inches from finished grade may utilize Schedule 40 PVC in lieu of Schedule 80 PVC.  
27 This allowance shall not be construed to permit the use of dissimilar materials in a  
28 single run.  
29

30 Pole riser conduit material types shall be in accordance with applicable City of  
31 Tacoma standard plans.  
32

#### 33 **8-20.3(5)D Conduit Placement**

34 *Subsection 3 is revised to read:*  
35

- 36 3. 66-inches below the bottom of ties under railroad tracks unless otherwise  
37 specified onin the Plansplans and approved by the Engineer.  
38

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

41 Conduit terminating in pole foundations shall extend to 3 inches below the handhole.  
42

43 Conduit terminating in controller foundations shall terminate 1 inch above the  
44 foundation.  
45

#### 46 **8-20.3(5)E1 Open Trenching**

47 *Subsection 5 is revised to read:*  
48

- 49 5. Trenches located within the paved roadway shall be backfilled with 3 inches  
50 of sand over the conduit, followed by material meeting the requirements of  
51 Section 9-03.12(3). Compaction shall be in conformance with Section 2-

09.3(1)E. All street cuts shall be repaired in accordance with the standard plans.

*This section is supplemented with the following new Subsections:*

7. Where multiple conduit are installed in the same trench, the trench shall be of sufficient width to accommodate all conduit, with a minimum 3-inch separation between each conduit, and a minimum clearance of 1-inch on the sides of the trench. When conduit is laid horizontal to one another, the conduit shall be laid at the same elevation, parallel with one another. When conduit is laid vertically in the same trench, conduit spacers shall be used to maintain the 3-inch separation. Spacers shall be installed in accordance with the manufacturer's recommendations for conduit of that size and type. Additional spacers shall be required where the supported conduit is sagging more than 20% of the nominal diameter of the conduit.
8. In all conduit trenches, metallic, detectible, utility warning tape shall be 19 placed at twelve (12) inches below final grade.

#### **8-20.3(6) Junction Boxes, Cable Vaults, and Pull boxes**

*This section is supplemented with the following:*

Unless otherwise specified in the Plans, or as otherwise directed by the Engineer, all junction boxes exposed to vehicular traffic shall be Heavy-Duty. Field adjustment of junction boxes causing junction boxes to be installed within an intersection radius and within four feet of the curb face may require Heavy-Duty junction boxes. Final placement and type of all junction boxes within an intersection shall be as directed by the Engineer.

Adjacent junction boxes shall be separated by a minimum of three-inches.

Concrete meeting the requirements of 6-02.3(2)B shall be placed surrounding all junction boxes except as otherwise provided for below. Concrete shall be flush with the top of the junction box and the adjacent improvements. Concrete shall be cast in place. Junction boxes shall be secured with the concrete border as follows:

1. When the junction box is located within a concrete or asphalt section and is located a minimum of 12-inches from the edge of the section, a concrete border will not be required.
2. Where junction boxes are located within 12-inches from the edge of the concrete or asphalt section, the junction box shall be secured on all sides with a minimum 12-inch wide, 6-inch deep concrete section. Concrete shall be finished in the same manner as the adjacent concrete where applicable.
3. Where junction boxes are located within a planter strip, a landscaped area, or other non-hardened surface, the junction box shall be bordered on all sides with a minimum 6-inch wide, 12-inch deep concrete section flush with the top of the junction box.

**END OF SECTION**

1 **8-22 PAVEMENT MARKING**  
2 **(January 19, 2017 Tacoma GSP)**  
3

4 **8-22.1 Description**

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

7 Traffic letters used in word messages shall be 6-feet high with the exception of  
8 the "R" in the railroad crossing symbol which shall be as shown on the standard  
9 plans.  
10

11 **8-22.2 Materials**

12 *The Section is supplemented with the following:*  
13

14 All "Plastic Chevron", "Plastic Arrow", "Plastic Sharrow Symbol", "Plastic  
15 Letter" markings and all "Plastic Crosswalk Line" and "Plastic Stop Line" lines,  
16 shall be a Preformed retro-reflective thermoplastic pavement marking  
17 material incorporating a pre-applied bead coating that can be adhered to  
18 asphalt, concrete and Portland Cement Concrete pavements by means of  
19 heat fusion. The applied markings shall be very durable, oil and grease  
20 impervious, and provide immediate and continuing retro-reflectivity meeting  
21 the requirements of Section 9-34.3(2).  
22

23 Materials used for curb paint shall be the same as for pavement marking  
24 paint per Section 9-34.2.  
25

26 **8-22.3 Construction Requirements**  
27

28 **8-22.3(3)E Installation**

29 *The Section is supplemented with the following for applying Type B material:*  
30

31 **Effective Performance Life:** When properly applied, in accordance with  
32 manufacturer's instructions, the preformed marking materials shall be neat  
33 and durable. The markings shall remain skid resistant and show no lifting,  
34 shrinkage, tearing, roll back, or other signs of poor adhesion.  
35

36 **Packaging:** The flexible preformed marking material, for use as transverse or  
37 bike symbols as well as legends, shall be available in flat form material up to  
38 a maximum of 2 foot width by 4 foot length. The material shall be packed in  
39 suitable cartons clearly labeled for ease of identifying the contents.  
40 Packaging shall not use plastic liners within to separate material from itself.  
41 Product packaging shall identify part number and mil thickness.  
42

43 **Material Replacement Provisions:** Any properly applied preformed marking  
44 materials that shall smear or soften independent of pavement movement or  
45 condition within a period of one year from date of application shall be  
46 replaced by the supplier.  
47

48 **Installation:** The preformed marking materials shall be applied in accordance  
49 with the manufacturer's recommendations on clean and dry surfaces. New  
50 Portland concrete cement surfaces must be sandblasted to entirely remove

curing compound. Marking configuration shall be in accordance with the  
"Manual on Uniform Traffic Control Devices," where applicable.

**New Surfaces:** Preformed marking materials specified for newly paved  
asphalt road surfaces shall be capable of being applied as the original  
permanent marking on the day the surface is paved.

**Fusion:** The preformed marking materials shall be fusible to the pavement by  
means of a propane torch recommended by the manufacturer.

**Technical Services:** The supplier shall provide technical services as may be  
required.

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

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

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

#### **8-22.4 Measurement**

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

Crosswalk lines will be measured by the linear foot of marking installed.

*The Section is supplemented with the following:*

Painted curb will be measured by the linear foot of curb line as "Painted  
Curb."

#### **8-22.5 Payment**

*This section is supplemented with the following:*

"Painted Crosswalk Line", per linear foot.

"Plastic Crosswalk Line", per linear foot.

"Painted Curb" per linear foot

"Remove Paint Line" per linear foot

"Remove Traffic Marking," per each

**END OF SECTION**

## 8-30 RAILROAD SAFETY

### 8-30.1 Railroad Coordination and Safety Program

A. This Section describes the requirements for rail coordination and rail safety.

B. Tacoma Rail operates the railroad tracks within the limits of this project to support freight rail service to various Tidelands area customers. There are no published schedules for freight rail service on this railroad. The Rail Roadmaster, who will be identified at the preconstruction conference, can provide general information about freight rail movements on the tracks. The Railroads do not guarantee the accuracy or completeness of any published or unpublished schedules and reserve the right to add, change or otherwise modify the level of activity across the tracks.

C. Contractor shall ensure that, at a minimum, its on-site Project Supervisor(s) have completed a Safety Orientation through ContractorOrientation.com and that each of its employees, subcontractors, agents or invitees has received the same Safety Orientation through sessions conducted by or through the Contractor Safety Officer before the individual performs any work on the Project.

D. Contractor shall comply with all requirements of Federal Railroad Administration (FRA) regulations regarding railroad workplace safety included in Title 49, Part 214 and 219 (Alcohol/Drug Program) of the Code of Federal Regulations.

E. Tacoma Rail requires that approved railroad flagger(s) or appropriate methods to establish inaccessible track to establish the work zone occupied by the contractor's men, materials, and equipment shall be used whenever work is being conducted on or within 15 feet of an adjacent yard track or whenever Tacoma Rail makes a determination that a qualified railroad flagger is required. The Contractor will be required to notify Tacoma Rail 72 hours in advance whenever work needs to be done within railroad rights-of-way or within 15 feet of any tracks. The final decision as to the number and location of qualified railroad flagger(s), or adequacy of inaccessible track work limits that will be required for the work will be made by Tacoma Rail. Repeated instances where the railroad flaggers are scheduled and no effective work occurs will be considered when reviewing change order requests.

F. Tacoma Rail requires that the Contractor incorporate Tacoma Rail specific "Safety Action Plans" into its safety program, provide a copy of the "Safety Action Plan" to the Tacoma Rail Roadmaster prior to commencement of any work on Railway Property, and shall periodically audit the plans. Contractor shall adhere to and comply with Tacoma Rail "Basic Contractor Safety and Operating Requirements" and shall contact and adhere to any other requirements from the other partner railroads.

G. Operations of trains and rail facilities:

Railroad operating personnel will be responsible for operating the existing facilities throughout the performance of the work. Existing railroad track and signals must be available to Rail personnel at all times for use, maintenance and repair. If the Railroad instructs the Contractor to move the Contractor's equipment, materials

1 or any installed material, which is located within a railroad right-of-way, the  
2 Contractor shall do so promptly. The Contractor shall not adjust or operate  
3 serviceable or functioning railroad track or signal systems without prior written  
4 authorization from the appropriate rail authority.

5  
6 The Contractor must coordinate its Work so that there will be no delays to trains  
7 or interference in any manner with the operation of trains without prior written  
8 authorization from the affected railroads.

9  
10 The Contractor shall not take any rail facility or equipment out of service without  
11 prior written approval from a rail representative and the confirmation from the  
12 contracting agency as appropriate. Any requests by the Contractor to take rail  
13 facilities or equipment out of service shall be made to the affected railroad no less  
14 than one week prior to the time it is necessary to take the facility or equipment out of  
15 service.

16  
17 H. The Contractor shall protect all railroad track and signals from exposure to  
18 concrete, debris, dirt and water during the Work.

19  
20 I. The Contractor shall be responsible for providing their own On Track Safety. The  
21 Contractor shall ensure that railroad flagging and/or protective services are  
22 established prior to commencement of any work within a railroad right-of-way. The  
23 Contractor shall comply with the instructions of the rail work forces.

24  
25 J. If damage is sustained to any of the existing signal and communication equipment,  
26 underground or above ground, as a result of the Contractor's operations, whether the  
27 damage sustained was intentional or not, the Contractor shall immediately inform the  
28 affected railroad and the contracting agency.

29  
30 The Contractor will be responsible for paying for the costs of repair or replacement,  
31 including, but not limited to, the following charges:

- 32
- 33 1. Replacement of the damaged equipment.
  - 34
  - 35 2. Any necessary inspection and testing of the system, before and
  - 36 after repair or replacement of the damaged equipment.
  - 37

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

1 **8-30.1(1) General Work Requirements**

2 A. Access to the work site is only available via Marine View Drive. Only rail-  
3 mounted equipment shall be used when working on the tracks and track bed unless  
4 otherwise approved in writing by Tacoma Rail.  
5

6 There shall be no storage of material or equipment within 20-feet of the centerline of  
7 any railroad track without prior written approval of Tacoma Rail. Where work is  
8 required within 20-feet of the track centerline, it shall be coordinated daily with  
9 Tacoma Rail's representative.  
10

11 The Contractor will be allowed to use the location designated on the plans as the  
12 stockpile and the lay down area. This area is located near Tacoma Rail's yard bull  
13 pen located just east of Milwaukee Way.  
14

15 B. The contractor shall notify the railroad prior to each day of work to confirm track  
16 accessibility and determine the need for track safety and protection measures  
17 provided by any rail operators. Contacts:  
18

19 Kyle Kellem  
20 Roadmaster  
21 Tacoma Rail  
22 Phone #: 253-377-3554.  
23

24 C. All adjacent tracks in the vicinity of the work must be kept operational during the  
25 term of this project.  
26

27 The work window will most likely be between the hours of 8 am and 5 pm, but may  
28 be subject to change depending on Tacoma Rail's operational needs.  
29

30 Tacoma Rail has routine train movements along this section of track and may need  
31 all tracks operational from time to time during construction. Therefore the contractor  
32 shall have the track under construction operational at the end of each working day  
33 for nightly train operations unless otherwise approved in writing by Tacoma Rail. The  
34 contractor can expect two train movements per night between the hours of 8PM and  
35 5 AM through the work zone.  
36

37 **8-30.2 Materials**  
38

39 This Section left vacant intentionally.  
40

41 **8-30.3 Construction Requirements**  
42

43 This Section left vacant intentionally.  
44

45 **8-30.4 Measurement**  
46

47 "COVID 19 Health and Safety Plan", shall be per lump sum.  
48

49 **8-30.5 Payment**  
50

51 "COVID 19 Health and Safety Plan" per lump sum.

1 The price per lump sum "COVID 19 Health and Safety Plan" shall be full pay for all  
2 labor equipment and materials to provide a safety plan as described in this section.

3  
4 Payment for all other work in this Section shall be included in other related bid items  
5 as stated in the Bid Form.

6  
7 The contract prices shall be full compensation for furnishing all labor, equipment, and  
8 incidentals required to accomplish the submittal work.

9  
10 **END OF SECTION**  
11



## 8-31 RAILROAD TRACK IMPROVEMENTS

### 8-31.1 Description

The work under this section shall generally consist of the installation of highway – rail grade crossing warning systems at the project site locations. The contractor is responsible for all labor, equipment, and material(s) necessary to complete the work. All work shall be in accordance with the Standard Plans, Specifications, and the American Railway Engineering and Maintenance-of-Way Association (AREMA), and shall conform to 49 CFR Part 213 requirements prescribed for Class II track within the part.

The Project is broken down into the three (3) following major categories of work.

#### Control System:

The contractor shall furnish and install complete signal control systems for the highway – rail grade crossings included in this project. Control equipment includes train detection, signal control, uninterruptable power supply, and control equipment housing.

Train detection shall be provided by one of the following three methods as required by the project:

- 1) Style C Circuit
- 2) Motion Detector (MS)
- 3) Constant Warning Time (CWT)
- 4) DC Circuit

In the case of multiple tracks at a crossing, detection method shall be specified for each track. Unless specifically approved by signal engineering, CWT control shall be provided. If shunting sensitivity is questionable, a suitable “wetting” voltage shall be applied to the track to overcome effects of rust on the rail. In all cases where multiple tracks are involved for train meets, CWT shall be provided. MS circuits shall be utilized only where there are no switching operations within one mile of either approach and train speed is relatively constant for all train moves.

#### Signal System:

The contractor shall furnish and install cantilever structures and foundations, flasher lights, and complete electrical systems including conduit, wiring, and service connections.

#### Testing:

Upon completion of the highway – rail grade crossing warning system installations to the satisfaction of Tacoma Rail, complete testing of the system shall be performed including tests for grounds and crosses, megger tests on all underground cables, lamp voltage, power supply operation, current requirements, approach shunting, etc. Once testing is complete, the equipment will be conditionally accepted by Tacoma Rail.

## 8-31.2 Materials

Certificates of compliance and records of tests, inspections, analysis and processes shall be submitted to the Construction Inspector prior to material shipment. These records shall be as required to demonstrate compliance with the latest A.R.E.M.A. Standards/Chapters as appropriate to the specified track materials.

All deliveries and unloading operations shall be cleared with Tacoma Rail's representative prior to the commencement of work if deliveries will be made by rail to the site. Tacoma Rail must be kept operational during the term of this project.

### 8-31.2(1) Railroad Track Ballast

Railway ballast shall be manufactured by mechanical crushing from ledge rock, talus, or quarry rock, and shall have 100-percent fractured face. Track ballast shall be in accordance with the latest version of A.R.E.M.A. manual, Chapter 1, Part 2 (Ballast). The material from which railway ballast is manufactured shall meet the following requirements:

- A. Los Angeles Wear (500 Rev.): 30-percent maximum
- B. Degradation Factor: 15 minimum
- C. Gradation: Gradation shall conform to A.R.E.M.A. Size #4.

The contractor shall supply a sample, a one gallon bucket, of the material for review as part of the material submittal.

### 8-31.2(13) Insulated Joints

Insulated joints shall be Toughcoat Polybar non glued or approved equal.

### 8-31.2(16) Train Detection

In order to provide uniformity and reduce the number of spare parts required by the railroad, the following manufacturer of equipment shall be utilized:

Style C and DC Track Circuit	
Track Driver EPC Model TD-4	GE EPC Model TD-4 (or approved equal)
DC Converter	GE 2TC DC Converter (or approved equal)
Track Relay (4 Ohm-Neutral)	Alstom A62-0261 or Invensys equivalent or approved equal
Motion Sensor	
GE Position Motion Detector PMD-3R with RSI and RMM or approved equivalent*	GE PMD-4 or approved equal

1

<b>Constant Warning Time</b>	
Constant Warning DevicesHXP-3R until available	GE HXP-3R until unavailable, or approved equal
GE XP4 or approved equal	GE XP-4 or approved equal
	Siemens GCP 4000 or approved equal
<b>4 Quadrant Gate System GCP 4000*</b>	
Exit Gate Management System System	Siemens EGMS or approved equal

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### 8-31.2(17) Monitoring

Monitoring of crossing provided through the Safetran Argus PN: A80311-01 or approved equal.

\*Optional monitoring equipment may be specified if traffic preemption is required or other monitoring equipment is specified on the plans.

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### 8-31.2(18) Signal Control

The Siemens SSCC IIIA or approved equal shall be used for crossing lamp, gate and bell control. \*

\*Siemens or approved equal if required for optional equipment.

Signal power shall be provided by one or more sets of batteries. All lighting shall be DC.

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Traffic signal preemption, where required, shall be provided through a relay interface provided by a 500-ohm Heavy Duty relay Alstom P/N A62-310 or approved equal. All traffic signal preemption circuits and design will be in accordance with Washington State Department of Transportation standards. A traffic signal interface termination box of sufficient size to handle 4 rows of 12 AAR terminals positioned to give proper termination of 24 conductors and test links. The box is to be mounted on the outside of the warning device instrument case and supplied with 1-1/4" minimum EMT conduit of sufficient length to extend 24" below grade. The box shall have a locking hasp and device allowing two locks, each lock opening the box.

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### 8-31.2(19) Batteries

#### Batteries:

A minimum of two sets of batteries shall be supplied, one for equipment and one for signal operation unless otherwise shown on prints. Each cell shall be maintenance free Lead Acid and capacity and size shall be determined by engineering study to provide a minimum of 72 hours back up power. Lead Acid battery banks shall consist of 7 cells for signal operation and 6 cells for equipment. All battery connections shall be made by minimum size 6 AWG wire with Hypalon insulation or approved equal. Temperature probes shall be attached to the battery and connected directly to the

charger with cable provided by the manufacturer. In special circumstances one set of batteries shall be supplied for both equipment and signal operation.

#### Battery Charger-Rectifier:

A minimum of two battery charger/rectifier units shall be provided for equipment and signal power. The equipment power shall be provided by a Cragg 40ETC12V Charger or approved equal. The signal power shall be provided by one or more chargers based on the load required. No charger shall be required to provide more than 75% of its rated current with signals operating (excluding gate power up and power down). In special circumstances one charger/rectifier unit shall be provided for both equipment and signal operation.

#### **8-31.2(20) Control Equipment Housing**

Control equipment shall be housed in a PTMW 6x4 aluminum instrument house PTMW PART NUMBER 91000790 1 or approved equal. A power off indicator shall be installed on the bungalow situated in a way to be visible by train crews traveling in either direction. The heater in the bungalow shall be a minimum 2500 Watt.

#### **8-31.2(21) Flashing Lights**

Each flashing light signal assembly shall be provided as a complete unit consisting of the following items as necessary:

1. 5" split base complete with two 6 point terminal blocks and test nuts for all circuits.
2. 18' aluminum mast with welded ground wire pigtail
3. 12" LEO TEK or approved equal LED lights are to be used for all main flasher lights. Equivalent light heads to be approved by the City.
4. Side lights mounted for indication to the right of center shall be mounted directly to the signal mast by field personnel.
5. Side lights mounted for indication to the left of center shall be on an extension arm bolted to the main mast by field personnel.
6. Front and Rear facing RAILROAD CROSSING sign with 3M Diamond Grade sheeting and bolt on mounting bracket as shown on the plans. Band on sign brackets are not acceptable.
7. General Signals electronic bell or approved equal.
8. Rail Development Group "Elephant Tusk" high wind bracket or approved equal.
9. All signal hardware to be stainless steel, brass or aluminum.
10. All threaded fasteners exposed to the elements shall have the threads coated with NO OX grease prior to assembly to allow easier removal at a later time.

#### **8-31.2(22) Cantilever**

Cantilever signal assemblies shall include the applicable items referenced in 8-31.2(21). In addition, all cantilever signals shall be aluminum of the walk out variety. All cantilevers shall be manufactured by Progress Railroad Services or approved equal. An integral ladder and guard shall be furnished as a part of each cantilever signal assembly. Cross-arms shall be mounted on the cantilever arm such that the

junction box faces the walkway to permit servicing without having to reach over the arm.

#### **8-31.2(23) Signal Foundations**

Bury type signal foundations shall be pre-cast manufactured by Dixie Precast Inc, Part# DPS-2 EB or approved equal. A total of eight nuts and eight washers shall be provided for leveling purposes on each foundation. Cantilever foundations shall be pre-cast manufactured by Dixie Precast Inc. or approved equal. The length of the cantilever and number of masts shall determine the appropriate type of foundation to be supplied.

#### **8-31.2(24) Cable**

Cable shall be Okonite copper conductors or approved equal. Cable shall be installed as follows in the sizes indicated:

##### Signal to Instrument House:

7C #6 AWG (Okonite #206-11-6247), 7C#9 (Okonite#206-11-6927) and 7C#14 AWG (Okonite #206-11-6887) solid direct burial underground cable.

##### Track to Instrument House:

Twisted pair, #6 AWG (Okonite #150-12-3933) solid direct burial underground cable. Single conductor bondstrand, 133 strand, .013" tinned cadmium bronze with .080" PVC.

##### Power:

3C #6 AWG with Ground direct burial underground cable unless the distance requires a larger cable to maintain the proper voltage.

##### Wire Terminations:

All wiring shall be performed in a neat and professional manner. All stranded wire terminations shall be made with crimped ring type lugs suited for the particular application. Solid wire terminations shall be made by forming a ring with the wire. All crimp terminations shall be performed using a ratchet type crimping tool designed to hold the lug until a full close crimp cycle is completed. Each wire shall be tagged with a permanent label applied to each end of the wire stating the origin, destination and function (circuit name) of the wire.

#### **8-31.2(25) Grounding**

Grounding welds shall be ERICO "One Shot" exothermic welds.

#### **8-31.2(26) Track Wire**

Track wire shall be 3/16" signal bondstrand. The bondstrand clamps shall be an ERICO steel rail clamp.

1 **8-31.2(27) Emergency Notification Signs**

2  
3 Signs shall be DG3 retro reflective sheeting with white letters and border on blue per  
4 MUTCD specifications.

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6 **8-31.3 Construction Requirements**

7  
8 **8-31.3(1) General Requirements**

9  
10 Track work shall be in conformance with the standards of the A.R.E.M.A. and the  
11 requirements set forth in these Special Provisions. Workmanship shall be of the  
12 best quality to produce a finished installation as specified.

13  
14 The Contractor shall comply with all applicable FRA track and work place safety  
15 regulations, and Tacoma Rail Rules. All contractors and subcontractors  
16 personnel protective equipment (PPE) must include steel toed boots and a high  
17 visibility safety vest at a minimum which must be worn while on Tacoma Rail  
18 facilities. Contractors and subcontractors may implement more comprehensive  
19 PPE requirements for their personnel.

20  
21 The Contractor shall notify "One Call" Utility locate and locate existing  
22 underground utilities in the area of work prior to any excavation.

23  
24 **8-31.3(1)A Construction Surveying**

25 The City will provide survey control reference points for use by the  
26 Contractor's surveyor. The Contractor shall be responsible for providing  
27 construction surveying to establish grades and sections from the City  
28 provided information. All work shall be done in accordance with Section 1-  
29 05.4 of the Standard Specifications.

30  
31 **8-31.3(2) Demolition**

32 Locate, identify, and protect utilities that remain, from damage. Protect bench  
33 marks, survey control points, and existing structures from damage or  
34 displacement.

35  
36 Track removal and replacement shall occur over section of track shown in the  
37 plans. The contractor shall remove all ties, plates, spikes and bolts along with  
38 the existing rail and replace the OTM as defined in 8-31.2 Materials. All costs for  
39 removing the old rail and OTM shall be included in the unit pay item "Remove  
40 and Replace Track".

41  
42 Rail removal and replacement shall occur over the section of track shown in the  
43 plans. The contractor shall remove all plates, spikes and bolts along with the  
44 existing rail and replace the OTM as defined in 8-31.2 Materials. All costs for  
45 removing the old rail and OTM shall be included in the unit pay item "Remove  
46 and Replace Rail".

47  
48 The removal of the existing switches will be paid for under the unit pay item  
49 "Furnish and Install 115#RE \_\_ Turnout". The switches are defined to be from  
50 the end of the stock rails ahead of the switch points to the last long tie. The

removal and disposal of all rail, frogs, ties and other OTM including the switch stands within this area shall be included in this pay item.

All material shall be property of the contractor and properly disposed of offsite with the exception of 30% of the removed 85lb rail joint bars (approved by Tacoma Rail), and all comp bars. Tacoma Rail shall retain all plates and joint bars associated with 100lb rail or larger. Tacoma Rail shall also retain all frogs, guard rails, switch points, switch stands, and switch specific OTM. Costs for recycling the rail and other track material shall be credited to unit pay item "Steel Recycle Recovery".

### **8-31.3(3) Excavation**

The finished subgrade surface shall be within plus or minus 0.05 foot from the specified elevation. The finished surface shall be compacted to a firm, dense, and unyielding condition using a heavy, self-propelled vibratory roller in accordance with 2018 WSDOT Standard Specifications 2-06 and 2-07. The providing and applying of water for compaction shall be included in the lump sum item Compact Subgrade. The finished subgrade surface shall be compacted to 95-percent compaction as determined by ASTM D1557. Should site conditions prevent attaining 95-percent compaction, the surface shall be rolled with multiple passes until density tests indicate that no further compaction will be accomplished with additional passes.

Locate, identify, and protect utilities that remain, from damage.

Protect bench marks, survey control points, and existing structures from damage or displacement.

Excavation shall be done the full length of the excavation area as shown in the project plans in order to establish subgrade.

All excavated material is considered contaminated and shall be hauled to a location designated within the laydown area where it will be stored, then tested by Tacoma Rail. Once testing results are received the materials shall then be loaded into dump trucks and properly disposed of in accordance with all applicable Washington State and local regulations. Tacoma Rail will supply the necessary Waste Disposal Authorization (WDA) from the Pierce County Health Department following receipt of the testing results. All costs for stockpiling, loading and hauling of the material to the disposal facility will be paid for under the respective lump sum pay items "Removal and Replacement of Trench Drain", "Highway – Rail Grade Crossing Warning System \_\_\_\_\_".

### **8-31.3(11) Control Equipment Housing**

#### **Instrument House Installation:**

1. The instrument house shall be located in a site designated on the plans. The house shall be set up utilizing the internal legs a minimum of 36" deep unless approved by railroad.
2. The house shall be leveled by use of the adjusting bolts on the legs supplied as a part of the house

3. The house shall be finished by providing cover rock to a minimum 12" depth with a minimum tapered slope to the house of 60"
4. The front door of the house shall face the road.

#### Instrument Case Installation:

The instrument case shall be located at the site designated on the plans. The house shall be set utilizing two galvanized steel foundations with front and back steps a minimum of 36" deep. The case shall be leveled by adjusting fill prior to placing the foundations. The case shall be finished by providing cover rock to a minimum 12" depth with a minimum tapered slope to the case of 18". The front door of the case shall face the road.

#### Grounding:

The instrument house or case shall be grounded to four (4) 5/8" diameter by 8' long copper ground rods. Each rod shall be driven into the soil a minimum of 12" below finished grade. The house shall be connected to the ground rods with minimum #6 AWG solid copper conductors suitably connected to the house. The ground wires shall be welded using ERICO One-Shot connections to the ground rods. In addition, the ground rods shall be connected by a continuous loop of #6 AWG solid copper wire run from ground rod to ground rod. A #6 AWG solid copper conductor shall be connected to the ground wire and brought into the house to the designated ground connection lug on the equipment terminals for grounding purposes.

### **8-31.3(12) Conduit**

All underground wiring shall be placed in schedule 80 PVC conduit when passing under roadways or tracks.

1. Signal conduit, size per the drawings, schedule 80 PVC.

Exception:

- a. Minimum depth 48 inches if installed as part of crossing surface or 12 inches below deepest point of excavation, whichever is more, unless specified otherwise in the plans.
- b. Minimum depth of 66 inches below top of rail if conduit crosses under track, unless specified otherwise in the plans.

2. Track wire conduit, schedule 80 PVC. Minimum depth 24 inches from finished grade to top of conduit.

Exception:

- a. Minimum depth of 66 inches if installed as part of crossing surface or 12 inches below deepest point of excavation, whichever is more, unless specified otherwise in the plans.
- b. Minimum depth of 66 inches below top of rail if conduit crosses under track unless specified otherwise in the plans.

### **8-31.3(13) Track Bonding**

All track bonding shall be attached by the exothermic weld process. The bonds shall be 3/16-inch in diameter and shall be installed per the manufacturer's instructions. A minimum of two bonds shall be installed on each joint.



1  
2 **8-31.3(14) Track Wire Connection**  
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4 All track wire connections shall be made by the exothermic weld process to the web  
5 of the rail. Track wires shall be attached to the base of the rail by spring steel rail clip.  
6 Track wires can be direct buried from the track wire junction box or conduit stub to  
7 the base of the rail.  
8  
9

10 **8-31.3(15) Track Shunts**  
11

12 Track shunts of the proper type necessary for the application shall be furnished and  
13 installed. Hardwire shunts shall be double bonded and each shall be web bonded to  
14 the rail. Wide band or narrow band shunts shall be installed between two good ties  
15 and fastened down in a way to prevent being damaged from vandals or passing  
16 equipment.  
17

18 **8-31.3(16) Service Connection**  
19

20 Contractor shall provide for electrical service connected to the house with meter  
21 base. The contractor shall contact the power company and arrange for service at the  
22 site. The main circuit breaker shall be capable of designed loads.  
23

24 Power sources shown in the Plans are approximate only; exact location will be  
25 determined in the field. Aerial fed transformer cabinets and type A, type B, or type C  
26 service cabinets shall include a timber pole, as specified in Section 9-29.6(3), a  
27 meter base, installed in accordance with serving utility requirements, a 2- or 3-wire  
28 service breaker of size noted in the Plans, the necessary conduit risers and ground  
29 assembly as noted in the Standard Plans. If required, the timber pole shall be set at  
30 a depth of 10 percent of the total pole length plus 2 feet. Modified type B, type D and  
31 type E services shall be installed per Contract Plan, and service description in  
32 Standard Plans. Pad mounted transformer cabinets shall be installed per Contract  
33 Plans. The service breaker shall be a standard thermal circuit breaker encased in a  
34 raintight housing that can be padlocked. Upon request of the Contractor, the  
35 Engineer will make the necessary arrangements with the serving utility to complete  
36 the service connections. Electrical energy used prior to Completion of the Contract  
37 will be charged to the Contractor, except that the cost of energy used for public  
38 benefit, when the Engineer orders such operation, will be borne by the Contracting  
39 Agency.  
40

41 **8-31.3(17) Testing**  
42

43 Contractor shall provide the following records of test at the time the warning system  
44 is placed in-service:  
45

- 46 1. 49CFR234.221 Lamp Voltage taken at lamp base
- 47 2. 49CFR234.225 Activations of Warning System
- 48 3. 49CFR234.229 Shunting Sensitivity
- 49 4. 49CFR234.249 Grounds
- 50 5. 49CFR234.251 Standby Power System
- 51 6. 49CFR234.253 Flashing Light Units

7. 49CFR234.257 Warning System Operation
8. 49CFR234.259 Warning Time
9. 49CFR234.263 Appropriate relay test for each relay installed in the warning system
10. 49CFR234.267 Insulation Resistance for all required wires and cables
11. 49CFR234.269 Cut-Out Circuit (if so equipped)
12. 49CFR234.271 Insulated Rail Joints, Bond Wires and Track Connections

Once the installation has been completed to the satisfaction of Tacoma Rail's Signal Department, compete testing of the system shall be performed including tests for grounds and crosses, megger tests or all underground cables, lamp voltage, power supply operation, current requirements, approach shunting, etc. Any additional tests deemed necessary by Tacoma Rail shall also be turned over to the Signal Department. Once testing is complete, the equipment will be conditionally accepted by the Tacoma Rail's Signal Department.

#### **8-31.3(18) Documentation**

Contractor shall supply, as criteria of conditional acceptance, final as-built drawings for modification. As-built drawings shall be in legible format with a clearly indicated legend denoting any changes pertaining to bungalow wiring and installation. A minimum of two sets of prints 11" X 17" format shall be supplied.

#### **8-31.3(19) Final Acceptance**

Contract work shall not be considered complete until the installation has been approved and accepted by an authorized representative of Tacoma Rail.

Once conditional acceptance has been granted and the installation has operated successfully for two weeks, final acceptance will be made.

#### **8-31.4 Measurement**

"Project Surveying", shall be per lump sum.

#### **8-31.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following bid items that are included in the proposal:

"Project Surveying", per lump sum.

The price per lump sum price "Project Surveying" shall be full pay for all labor, equipment and materials to provide construction surveying during the project.

"Highway – Rail Grade Crossing Warning System (Location)", lump sum.

The lump sum Contract price for "Highway – Rail Grade Crossing Warning System (Location)" shall be full pay for the construction of the complete electrical system, modifying existing systems, or both, as described above and as shown in the Plans, and herein specified, including excavation, backfilling, concrete foundations, conduit, wiring, track work, restoring facilities destroyed or damaged during construction, salvaging existing quadrail (or other approved traffic barrier) materials, and for

1 making all required tests. All additional materials and labor, not shown in the Plans or  
2 called for herein and which are required to complete the electrical system, shall be  
3 included in the lump sum Contract price.  
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**END OF SECTION**

## 9-03 AGGREGATES

### 9-03.1 Aggregates for Portland Cement Concrete

#### 9-03.1(1) General Requirements

(June 16, 2016 Tacoma GSP)

*The seventh paragraph is deleted*

#### 9-03.6 Vacant

(Jun 16, 2016 Tacoma GSP)

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

### 9-03.6 Aggregates for Asphalt Treated Base (ATB)

#### 9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev.	30% max.
Degradation Factor	15 min.

#### 9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

Sieve Size	Percent Passing
2"	100
1/2"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

#### 9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

% of Theoretical Maximum Specific Gravity (GMM) (approximate)	93@
AASHTO T324, WSDOT TM T718 or ASTM D3625	100 gyrations
(Acceptable anti-strip evaluation tests)	Pass

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

1 **9-03.8 Aggregates for Hot Mix Asphalt**

2 **(March 9, 2016 APWA GSP)**

3 *Supplement section 9-03.8 with the following:*

4  
5 **Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt**  
6 **(PHMA/PWMA)**

7 **General Requirements**

8 Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt  
9 (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance  
10 with the provisions of Section 3-01 that meet the following test requirements:

11  
12 Los Angeles Wear, 500 Rev. 30% max.

13 Degradation Factor 15 min.

14  
15 **Grading**

16 Aggregates for PHMA/PWMA shall meet the following requirements for grading:

17

Sieve Size	Percent Passing*
¾" square	100
½" square	900 - 100
⅜" square	55 - 90
U.S. No. 4	10 - 40
U.S. No. 8	0 - 20
U.S. No. 40	0 - 13
U.S. No. 200	0 - 5

\* All percentages are by weight.

18  
19 The aggregate for PHMA/PWMA shall consist of crushed stone with a percent  
20 fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be  
21 tested in accordance with the field operating procedures for AASHTO T 335.

22  
23 **9-03.12 Gravel Backfill**

24  
25 **9-03.12(3) Gravel Backfill for Pipe Zone Bedding**

26 **(Jun 16, 2016 Tacoma GSP)**

27 *The grading requirements included in this section are revised to read:*

28

Sieve Size	Percent Passing*
¾" square	100
⅜" square	95-100
U.S. No. 8	0 - 10
U.S. No. 200	0 - 3

29 Sand Equivalent 35 Minimum

30 \* All percentages are by weight

1  
2 **9-03.21 Recycled Material**

3  
4 **9-03.21(1) General Requirements**  
5 **(Jun 16, 2016 Tacoma GSP)**

6 *This section is supplemented with the following:*

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

11  
12  
13 **END OF SECTION**  
14

1  
2 **9-28 SIGNING MATERIALS AND FABRICATION**  
3 **(April 1, 2012 Tacoma GSP)**  
4

5 **9-28.1 General**

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

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

10  
11 *The third sentence of the first paragraph is hereby revised to read:*  
12

13 Sign overlay panels shall be .050-inch aluminum.  
14

15 **9-28.9 Fiberglass Reinforced Plastic Signs**

16 *This section is deleted in its entirety.*  
17  
18

19 **END OF SECTION**  
20  
21  
22

**9-29 ILLUMINATION, SIGNALS, ELECTRICAL  
(March 31, 2016 Tacoma GSP)**

**9-29.3(2)A Single Conductor**

**9-29.3(2)A1 Single Conductor Current Carrying**

*This section is supplementing with the following:*

Service connections shall be stranded copper size AWG #6 USE unless otherwise shown in the plans. Black conductor insulation shall be used for the service and the neutral conductor shall be white. Color tape marking shall not be acceptable for the neutral conductor.

**9-29.10 Luminaires**

*This section is supplemented with the following:*

Unless otherwise shown in the Plans all new luminaires shall be Light Emitting Diode (LED) fixtures conforming to these Specifications.

Luminaires shall be provided with utility labels. Utility labels shall show actual total system wattage for LED luminaires.

All LED Luminaires shall conform to the following minimum criteria:

- UL Listed
- A Qualified Product on one of the following fixture lists:
  - Energy Star
  - Design Lights Consortium
  - Lighting Design Lab
- Warranty: 10 Year Minimum including power driver and LED chips.
- Input Voltage: 120-277V
- Color Rendering Index (CRI): 70 Minimum
- Correlated Color Temperature (CCT): 4000-5300K
- Calculated Lumen Maintenance Factor (LMF): 100,000 hours or more (L70 at 25°C/77°F) in accordance with IESNA TM-21-11 and IESNA LM-80-08
- Surge suppression protection: 10kV (IEEE/ANSI C62.41.2)

**9-29.10(1) Conventional Roadway Luminaries**

*This section is supplemented with the following:*

Photometrics

Unless otherwise specified, the light distribution shall be IES Type III, medium, cutoff.

Photometric Performance:

Flat lens luminaires shall have a total downward utilization greater than 65%.

Drop lens luminaires shall have a total downward utilization greater than 70%.

Photometric performance shall be verified with photometric report from an independent testing laboratory. Report should be submitted with the Bid when requested. Failure to supply report within ten (10) working days of bid opening may



be cause, at the Contracting Agency's discretion, for the Bid to be considered non-responsive.

#### Ballasts

Ballasts shall be suitable for operation on 240 volt circuits unless otherwise stated.

150 watt luminaires shall be 55 volt design.

Each luminaire shall have fuses and fuseholders for each power conductor above ground potential. Fuses shall be 10.3mm x 38.1 mm (13/32" x 1.5"). Fuses shall be slow blow type (carry 110%, open at 135% within 1 hour, carry 200% for minimum of 10 seconds). Luminaires 250 Watts and below shall have 5 amp fuses. Luminaires above 250 watts shall have 10 amp fuses

Luminaires shall have receptacle for ANSI standard twistlock photoelectric controls. For 240 volt luminaires the photocell shall be wired for 240 volts.

*This section is supplemented with the following new section:*

#### **9-29.10(1)A LED Roadway Luminaires**

Each luminaire shall have LED compatible fuses (in conformance with the manufacturer's recommendations) and fuseholders for each power conductor above ground potential. Fuses shall be located in the fixture head. Fuses shall be 10.3mm x 38.1 mm (13/32" x 1.5"). Fuses shall be slow blow type (carry 110%, open at 135% within 1 hour, carry 200% for minimum of 10 seconds). Luminaires 250 Watts and below shall have 5 amp fuses. Luminaires above 250 watts shall have 10 amp fuses.

LED Roadway Luminaire housings shall be grey/silver and fabricated of aluminum. The power-door shall be fabricated from either aluminum or a UV resistant polymer. Power-door access shall be tool-less.

LED Roadway Luminaires shall be equipped with a 7-pin NEMA Photocell Receptacle.

Where specific luminaires are called out in the project documents, as the basis of the lighting design, the specified luminaires may be provided in accordance with the requirements of Sections 8-20 and 9-29. An alternate product may be provided for the LED Roadway Luminaire provided that the luminaire meets all the conditions of this section and meets the following conditions:

- LED Roadway Luminaires shall be one of the following products:
  - Beta/Cree – XSP Series or LEDway Series
  - Leotek – Green Cobra Series
  - GE – Evolve Series
  - American Electric Lighting/Holophane – Autobahn Series
- The total system wattage shall not exceed the total system wattage specified.
- A full electrical and photometric design shall be provided for review by the City. Submittals shall be Type 3E and stamped and signed by a licensed Professional Engineer. The alternate product selected shall meet or exceed the designed product. Contact the City of Tacoma Traffic Engineering Section for a list of design assumptions and criteria utilized in the lighting design.

- BUG Ratings for LED Roadway Luminaires shall be in conformance with Chapter 5 – Section 3.1 (Table 5-1) of the City of Tacoma Design Right of Way Design Manual

#### **9-29.11 Control Equipment**

##### **9-29.11(2) Photoelectric Controls**

*This section is revised to read:*

The photoelectric control shall be the twistlock type and the light sensitive element shall be a solid state photo diode. The control shall be designed to turn on at 2.6 foot-candles (+/- 20%) and turn off at 2.6 foot-candles (+/- 20%). The lighting control shall not drift by more than 1 percent over a 10-year period.

The output control relay shall be electro-mechanical. The time delay for both turn on and turn off shall be a minimum of one second and maximum of 5 seconds. The output relay shall be rated 1000 watts incandescent or 15 amps inductive load. The contacts shall be normally closed.

The lighting control shall have a built in metal oxide varistor (MOV) rated a minimum of 160 joules for lightning and transient protection. The control shall also have secondary zener diode and transient filter. The relay shall be suitable for operation on 240 volt, 60 hertz electrical circuits.

Dimensions shall conform to ANSI specifications for twistlock photocells.

**END OF SECTION**

**END OF SPECIAL PROVISION**

**PART III**

**CITY OF TACOMA**

**EQUITY IN CONTRACTING PROGRAM**

# EIC REQUIREMENT FORM

## **EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:**

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

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises 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. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

#### Equity in Contracting Requirements

Minority Business  
Enterprise Requirement

**6%**

Women Business  
Enterprise Requirement

**3%**

Small Business Enterprise  
Requirement

**9%**

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

[www.cityoftacoma.org/sbe](http://www.cityoftacoma.org/sbe)  
[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/SBE: TR20-0143F  
Date of Record: 12.14.2020

\*For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.

## CHAPTER 1.07

### EQUITY IN CONTRACTING

#### Sections:

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

#### **1.07.010 Policy and purpose.**

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

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

#### **1.07.020 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **1.07.030 Discrimination prohibited.**

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

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

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

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

#### **1.07.040 Program administration.**

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

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

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

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

#### **1.07.050 Certification.**

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

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

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

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

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

**1.07.060 Program requirements.**

A. The program shall meet the following requirements:

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

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

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

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

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

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

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

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

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

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

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

**1.07.070 Evaluation of submittals.**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

#### **1.07.080 Contract compliance.**

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

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

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

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

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

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

#### **1.07.090 Program monitoring.**

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

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

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

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

#### **1.07.100 Enforcement.**

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

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

#### **1.07.110 Remedies.**

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

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

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

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

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

#### **1.07.120 Unlawful acts.**

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

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

#### **1.07.130 Severability.**

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

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

#### **1.07.140 Review of program.**

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

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

# City of Tacoma

Equity In Contracting Program Regulations

# City of Tacoma Equity In Contracting Regulations Manual

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## Introduction

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

## Goals/Requirements on Contracts

### A. Requirements

#### 1. Public Work

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

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

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

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

## Contract Compliance

### A. Benefits

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

### B. Requirements

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

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

## C. Key Performance Indicators

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

## Waivers

### A. Benefits

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

### B. Requirements

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

## C. Compliance

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

## D. Key Performance Indicators

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

## Version History

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

### Current Version

3.11.2020.1

### Previous Version(s)

2.21.2020.1



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

## EQUITY IN CONTRACTING UTILIZATION FORM

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

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

Bidder's Name: \_\_\_\_\_

Address: \_\_\_\_\_ City/State/Zip: \_\_\_\_\_

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

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

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

\_\_\_\_\_  
Type or Print Name of Responsible Officer / Title

\_\_\_\_\_  
Signature of Responsible Officer

\_\_\_\_\_  
Date



# INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

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

## Application for Waiver of EIC Requirements

<b>Section 1: Basic Information</b>			
Contractor's Name:		EIC Requirements	
Street Address:		MBE %	WBE %
City, State, ZIP Code:			
Contact E-mail Address:		SBE %	
Contact Telephone No.:			
<b>Section 2: Type of EIC Waiver Requested</b>			
MBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE percentage:	
SBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SBE percentage:	
Please explain the reason for the waiver request:			
<b>Section 3: Supporting Documentation</b>			
Provide the following documentation as evidence of your efforts to meet the EIC requirements set forth in the contract and in support of your waiver application:			
<input type="checkbox"/> <b>Attachment A.</b> List of the general circulation, trade and MWBE/SBE-oriented publications and dates of publications soliciting for certified MWBE/SBE participation as a subcontractor/supplier and copies of such solicitation.			
<input type="checkbox"/> <b>Attachment B.</b> List of the certified MWBEs/SBEs appearing in the State of Washington Office of Minority and Women Business Enterprise (OMWBE) directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs/SBEs. Describe the specific reasons that responding certified MWBEs/SBEs were not selected.			
<input type="checkbox"/> <b>Attachment C.</b> Descriptions of the contract documents/plans/specifications made available to certified MWBEs/SBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.			
<input type="checkbox"/> <b>Attachment D.</b> Description of the negotiations between the contractor and certified MWBEs/SBEs for the purposes of complying with the EIC requirements of this contract.			
<input type="checkbox"/> <b>Attachment E.</b> Identify dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by the City of Tacoma with certified MWBEs/SBEs whom the City of Tacoma determined were capable of fulfilling the EIC requirements set in the contract.			
<input type="checkbox"/> <b>Attachment F.</b> Other information deemed relevant to the request.			
<b>Section 4: Signature and Contract Information</b>			
By signing and submitting this form, the contractor or department certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.			
Prepared by (signature): _____		Date: _____	
Name and title of preparer (print): _____			

## **Instructions for Completing and Submitting an Application for a Waiver of EIC Requirements**

Section 1.07 of the Tacoma Municipal Code requires the City to set requirements for participation by Minority and Women-owned Business Enterprises (MWBE) and/or Small Business Enterprise (SBE) on many types of contracts. Prior to the contract award, separate goals are established for MBE, WBE, and SBE utilization, expressed as a percentage of payments made under the contract. The regulations allow the City to impose penalties if contractors fail to meet the requirements established for the contract and also allow the City to grant waivers of requirements, either prior to a contract award or after the award has been made, provided the contractor demonstrates an inability to solicit participation despite good faith efforts to that end. In order for a waiver to be granted, the contractor must submit a completed “Application for Waiver of EIC Requirements” form, along with the required supporting documentation.

### **Section 1: Basic Information**

Enter the contractor’s name, address, federal identification number, and the contract number in the spaces provided. Enter the MBE, WBE, and SBE utilization goals set forth in the solicitation or assigned contract.

### **Section 2: Type of Waiver Request**

Check the type(s) of waiver requested. You may request a total or partial waiver of the EIC requirements. If you request a partial waiver any requirement, enter the revised goal for participation in the box provided. Use the space provided to provide a rationale for your waiver request. Consult the EIC Regulations Manual for the acceptable reasons waivers may be provided. You may attach additional sheets, if necessary.

### **Section 3: Supporting Documentation**

Extensive documentation is required to demonstrate good faith efforts to comply with the EIC requirements. See the form for details on the required documentation.

### **Section 4: Signature and Contact Information**

The waiver application must be signed by someone authorized to discuss the waiver with the Equity in Contracting office and Procurement. By signing the waiver application, the contractor certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of non-compliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.

**Note: Unless total waivers for all three of the MBE, WBE, and SBE participation have been granted, the contractor is required to submit all reports and documents – including compliance reports – pursuant to the provisions set forth in the contract, to evidence compliance with the requirements.**

**PART IV**

**CITY OF TACOMA**

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

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

## LEAP REQUIREMENTS & PROCEDURES:

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

### Post-award Submittals:

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

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

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

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

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

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

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

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

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

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

## Chapter 1.90

### LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

#### Sections:

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

#### **1.90.010 Purpose.**

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.020 Scope.**

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.030 Definitions.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

### **1.90.040 LEAP goals.**

#### **A. Utilization Goals.**

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

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

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

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

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

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

#### **B. Failure to Meet Utilization Goal.**

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

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

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

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

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

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

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

#### **1.90.070 Apprentice utilization requirements – Bidding and contractual documents.**

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.080 Enforcement.**

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

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

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

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

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

#### **1.90.090 Compliance with applicable law.**

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

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

#### **1.90.100 Review and reporting.**

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

#### **1.90.105 Authority.**

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

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

#### **1.90.110 Interpretation.**

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

(Ord. 26301 § 1; passed Oct. 6, 1998)



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

## LEAP

### Document Submittal Schedule

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

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

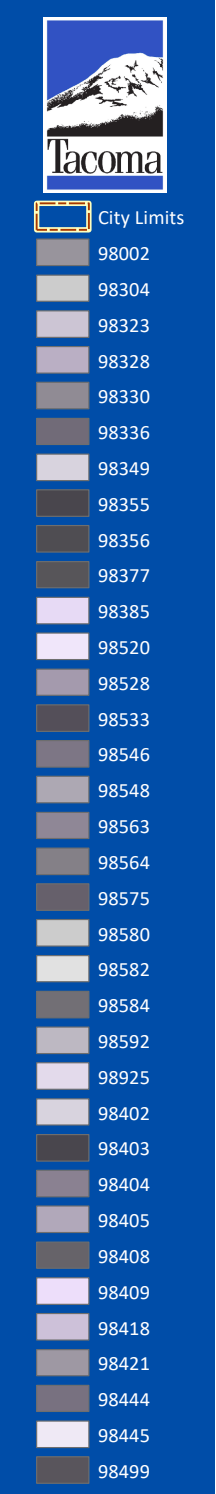
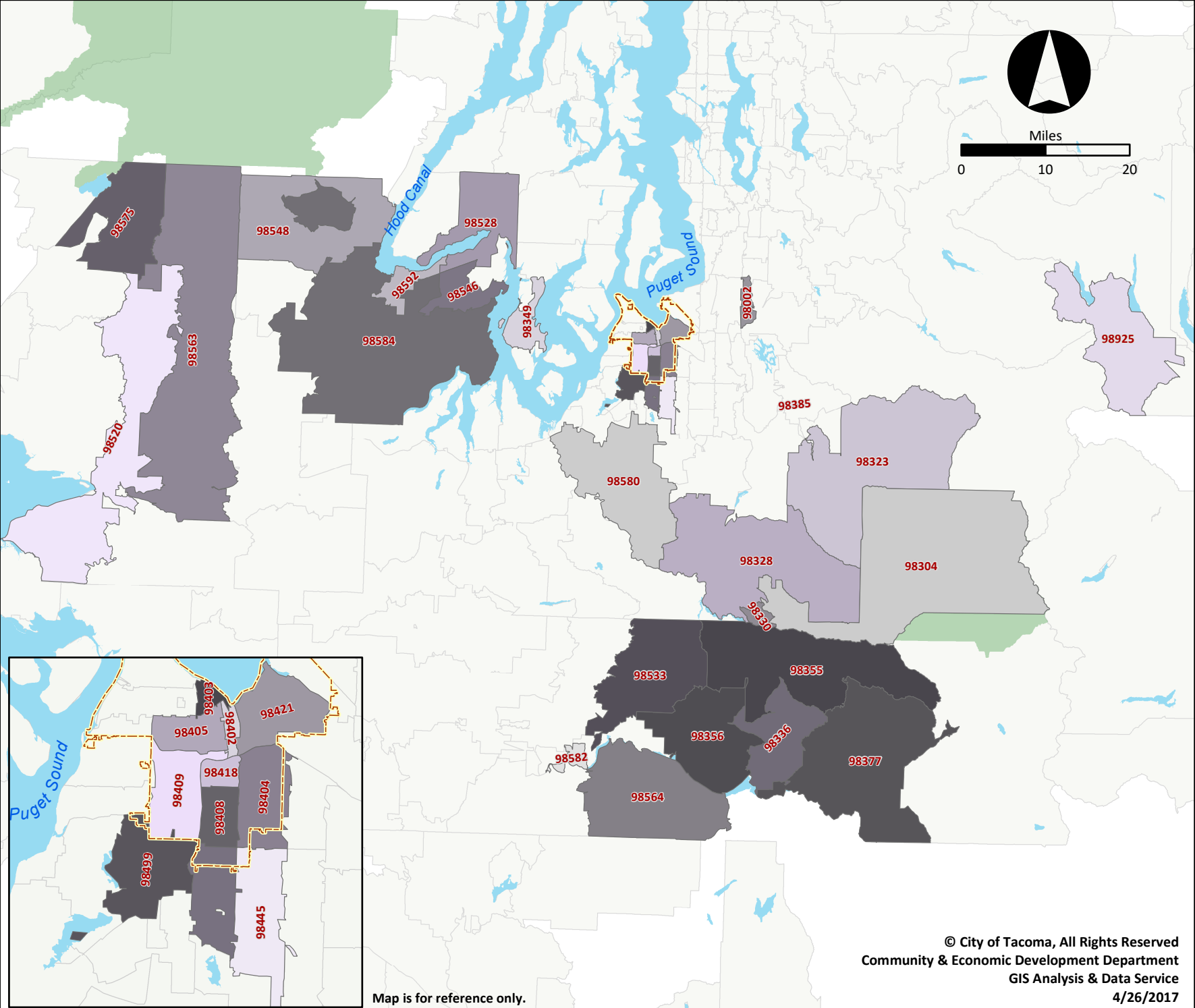
In addition, the LEAP Office will also require from the Prime Contractor and all its Subcontractors:

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

Please submit above documents as instructed by the Project Manager.

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

# Appendix C: Economically Distressed ZIP Codes Map





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

## **LEAP APPRENTICE VERIFICATION FORM**

Contractor/Sub: \_\_\_\_\_ Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Employee Name: \_\_\_\_\_ Craft: \_\_\_\_\_

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

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Telephone: \_\_\_\_\_ Date of Hire: \_\_\_\_\_

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

Age: \_\_\_\_\_ Copy of DD-214: \_\_\_\_\_

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

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

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

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

Signature of Employee: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

## LEAP APPRENTICE VERIFICATION FORM

*To be Completed by Contractor or Subcontractor*

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

.....

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

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

\_\_\_\_\_ Driver's License with current address

\_\_\_\_\_ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current  
\_\_\_\_\_ address

\_\_\_\_\_ Copy of current tax form W-4

\_\_\_\_\_ Rental Agreement/Lease (residential)

\_\_\_\_\_ Computer Printout From Other Government Agencies

\_\_\_\_\_ Property Tax Records

\_\_\_\_\_ Apprentice Registration I.D.

\_\_\_\_\_ Food Stamp Award Letter

\_\_\_\_\_ Housing Authority Verification

\_\_\_\_\_ Insurance Policy (Residence/Auto)

\*Any of the above must have a complete physical address verified by the [www.govme.org](http://www.govme.org) website.

No PO Boxes

Contractor Representative:\_\_\_\_\_

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

Title:\_\_\_\_\_



## No Work Performed (NWP) Report

Prime/Sub Contractor: \_\_\_\_\_

Specification Number: \_\_\_\_\_

Project Description: \_\_\_\_\_

Payroll Week Ending Date: \_\_\_\_\_ Payroll Number: \_\_\_\_\_

# NO WORK PERFORMED

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

\_\_\_\_\_  
Signature of Responsible Officer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



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

# PRIME CONTRACTOR LEAP UTILIZATION PLAN

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

## Part A

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

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

## Part C

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

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## General Instructions for completing Prime Contractor LEAP Utilization Plan

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### **Part A**

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

### **Part B**

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

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

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

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

### **Part C**

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

## Economically Distressed ZIP Codes

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

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

“Unemployed” = Unemployment rate (45<sup>th</sup> percentile)

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

# Tacoma Public Utility Service Area

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

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

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

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

**PART V**

**STATE PREVAILING WAGE RATES**

**And**

**GENERAL REQUIREMENTS**

## PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

## REQUIRED DOCUMENTS

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

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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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

### 1. GENERAL REQUIREMENTS

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

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





# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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services has changed.

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

## 2. CONTRACTOR

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

## 3. SUBCONTRACTORS

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

## 4. REQUIRED INSURANCE AND LIMITS

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

### 4.1 Commercial General Liability Insurance

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

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

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
- 4.1.2 Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 4.2 Commercial (Business) Automobile Liability Insurance

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

### 4.3 Workers' Compensation

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

### 4.4 Employers' Liability Insurance

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

### 4.5 Excess or Umbrella Liability Insurance

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

### 4.6 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways.

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include the following:

4.6.1 Endorsed to include Limited Seepage and Pollution Endorsement

4.6.2 Endorsed to include Evacuation Expense Coverage Endorsement.

### 4.7 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.