City of Tacoma
Tacoma Rail

# SPECIFICATION NO. TR20-0218F

## Tote Track Upgrades

**Project No. RAL-00105**

**CITY OF TACOMA**

**TACOMA RAIL**

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

# SPECIFICATION NO. TR20-0218F

# TOTE TRACK UPGRADES

**PROJECT NO. RAL-00105**


Chris Storey, P.E.
Engineering Division
Public Works Department
Room 544, Tacoma Municipal Building
Tacoma, Washington 98421-2711

SPECIFICATION NO. TR20-0218F

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**City of Tacoma**
**Tacoma Rail**

# REQUEST FOR BIDS TR20-0218F
# Tote Track Upgrades

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 8, 2020**

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

## By Email:
bids@cityoftacoma.org
Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

**Until further notice, public Bid Opening meetings have been cancelled.**
Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

**Pre-Proposal Meeting:** A pre-bid conference will be held via video/phone conference on August 25, 2020 at 11:00 a.m. PDT. Please join from your computer, tablet or smartphone at:
https://us02web.zoom.us/j/84338535355?pwd=S3hBMjhQQm8yTTFpL1BUUDZCcXBpdz09

or call in at US: +1 253 215 8782

Webinar ID 843 3853 5355. Password 526081

**Project Scope:** This project shall generally consist of removing old worn rail and replacing it with new 115lb RE rail. Work will also include the replacement of two crossovers, three driveways and a minor amount of track replacement.

**Estimate:** $1,000,000.00

**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.

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

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

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

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

## SPECIAL REMINDER TO ALL BIDDERS

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

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

1. BID PROPOSAL: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.

2. SIGNATURE PAGE: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

3. BID BOND: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.

4. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).

5. STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).

6. 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 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 is a 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), and State law. 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, and State law.

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

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

**POST AWARD FORMS EXECUTED UPON AWARD:**

A. CONTRACT: Must be executed by the successful bidder.

B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.

E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.

F. GENERAL RELEASE.

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

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

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

LEAP Goals:

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

2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by apprentices who reside in the Tacoma Public Utilities service area.

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

**CITY OF TACOMA**
**FINANCE/PURCHASING DIVISION**

# SPECIAL NOTICE TO BIDDERS

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

## I. STATE OF WASHINGTON

### A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

### B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

## C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

    a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

    b. Have a current Washington Unified Business Identifier (UBI) number;

    c. If applicable, have:

    a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
    b. A Washington Employment Security Department number, as required in Title 50 RCW;
    c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
    d. An electrical contractor license, if required by Chapter 19.28 RCW;
    e. An elevator contractor license, if required by Chapter 70.87 RCW and;

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

## II. CITY OF TACOMA

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

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

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

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

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

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

## B. ADDITIONAL SUPPLEMENTAL CRITERIA

The Bidder shall demonstrate to the satisfaction of the City of Tacoma that the Bidder and their Subcontractors are qualified to perform the work under this Contract and therefore are a responsible Bidder. To be responsible, the Bidder, including the General Contractor and their subcontractors must demonstrate an appropriate level of experience, technical competence and successful past performance of work. The information in the Statement of Qualifications Form will assist the City of Tacoma in making such determination.

## 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 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.

Requests for modifications to the supplemental criteria may be submitted via postal mail or delivered personally, or sent by e-mail, within the above timeline as follows:

| | |
|---|---|
| **By Carrier:**<br>City of Tacoma Procurement & Payables Division<br>Tacoma Public Utilities<br>3628 S 35th Street<br>Tacoma, WA 98409 | **In Person:**<br>City of Tacoma Procurement & Payables Division<br>Tacoma Public Utilities Administration Building North – Guard House (east side of main building)<br>3628 S 35th Street<br>Tacoma, WA 98409 |
| **By Mail:**<br>City of Tacoma Procurement & Payables Division<br>Tacoma Public Utilities<br>PO Box 11007<br>Tacoma, WA 98411-0007 | E-mail: bids@cityoftacoma.org |

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

# B I D  P R O P O S A L

SPECIFICATION NO. TR20-0218F
TOTE TRACK UPGRADES

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. TR20-0218F 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.

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | TOTAL AMOUNT |
|---|---|---|---|---|
| 1. 1-05.3(5) | Covid 19 Health and Safety Plan, per lump sum | 1 Lump Sum | Lump Sum | $ _____ |
| 2. 1-07.15(1) | SPCC Plan, per lump sum | 1 Lump Sum | Lump Sum | $ _____ |
| 3. 1-09.7 | Mobilization, per lump sum | 1 Lump Sum | Lump Sum | $ _____ |
| 4. 1-07.15(1) | Storm Water Pollution Prevention Plan( SWPPP), per lump sum | 1 Lump Sum | Lump Sum | $ _____ |
| 5. 8-01 | Inlet Protection, per Each | 8 Each | $ _____ | $ _____ |
| 6. 8-31 | Project Surveying, per Lump Sum | 1 Lump Sum | Lump Sum | $ _____ |
| 7. 8-31 | Excavation, Incl. Haul and Disposal, per ton | 1350 Ton | $ _____ | $ _____ |
| 8. 8-31 | Remove and Replace Track, per Track Foot | 185 Track Foot | $ _____ | $ _____ |

Bidder Name: _____

| ITEM NO. | ITEM DESCRIPTION | ESTIMATED QUANTITY | UNIT PRICE | TOTAL AMOUNT |
|---|---|---|---|---|
| 9. 8-31 | Remove and Replace Rail, per Track Foot | 1425 Track Foot | $ _____ | $ _____ |
| 10. 8-31 | Select Cross Tie Replacement, per Each | 800 Each | $ _____ | $ _____ |
| 11. 8-31 | Raise, Surface, Line and Dress, per Track Foot | 5260 Track Foot | $ _____ | $ _____ |
| 12. 8-31 | #4 Ballast, Incl. Haul, per ton | 1600 Ton | $ _____ | $ _____ |
| 13. 8-31 | Remove and Replace Asphalt Crossing Station 226+00, per Each | 1 Each | $ _____ | $ _____ |
| 14. 8-31 | Remove and Replace Asphalt Crossing Station Station 224+15, per Each | 1 Each | $ _____ | $ _____ |
| 15. 8-31 | Remove and Replace Switch Stand, per Each | 2 Each | $ _____ | $ _____ |
| 16. 8-31 | Furnish and Install 115 RE, #9 Crossover, per Each | 1 Each | $ _____ | $ _____ |
| 17. 8-31 | Furnish and Install 115 RE, #7 Crossover, per Each | 1 Each | $ _____ | $ _____ |
| 18. 18-31 | Furnish and Install Pandrol OTM & Gauge Rods, per lump sum | 1 Lump Sum | Lump Sum | $ _____ |
| 19. 8-31 | Steel Recycle Recovery, Estimated | Estimated | $ (-13,000) | $ (-13,000) |

Base Bid (Subtotal Items Nos. 1-19) $ _____

10.2% Sales Tax (Items Nos. 1-19) $ _____

**TOTAL BID** **$** _____

Bidder Name: _____

# 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. TR20-0218F
### TOTE TRACK 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

_____
Address

_____
City, State, Zip

_____
E-Mail Address

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

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

_____
Printed Name and Title

_____
(Area Code) Telephone Number / Fax Number

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

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

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

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

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

SIGN HERE_____

---

## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

| PRINCIPAL: | SURETY: |
|---|---|
| _____ | _____ |
| _____ | _____ |

---

_____, 20_____

Received return of deposit in the sum of $ _____

_____

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 (August 17, 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:_____<br>Effective Date: _____<br>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<br>☐ Not Applicable |
| Washington Employment Security Department Number | Number: _____<br>☐ Not Applicable |
| Washington Department of Revenue state excise tax Registration number: | Number:_____<br>☐ Not Applicable |
| Have you been disqualified from bidding any public works contracts under RCW 39.06.010 or 39.12.065(3)? | ☐ Yes ☐ No<br>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.**

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.**

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 contractor's on site supervisor 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: _____

**<u>On-Site Supervisor:</u>**

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: _____

_____

Completion Date: _____

**#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: _____

Completion Date: _____

# 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 | Women Business Enterprise Requirement | Small Business Enterprise Requirement |
|---|---|---|
| **0%** | **0%** | **0%** |

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

**www.cityoftacoma.org/sbe**
**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: TR20-0218F**
**Date of Record: 8/3/2020**

***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 subcontractors 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 subcontractors 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.** Subcontractor 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 subcontractor.

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 subcontractor 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 subcontractors 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 <u>in applicable controlling order.</u>

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.

SAMPLE

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: _____

SAMPLE

# 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 waivers 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.

SAMPLE

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

Principal: Enter Vendor Legal Name

_____

By: _____

Surety:

_____

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE

# PERFORMANCE BOND
# TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned, _____

as principal, and _____

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

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

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

SAMPLE

# GENERAL RELEASE TO THE CITY OF TACOMA

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

Signed at Tacoma, Washington this _____ day of _____, 20___.

_____
Contractor

By _____

Title _____

# PART II

# SPECIAL PROVISIONS

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

The following special provisions shall be used in conjunction with the "2020 Standard Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road, Bridge, and Municipal Construction" as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of charge, from this location on the WSDOT home page: http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

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

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

*(May 18, 2007 APWA GSP)*
*(August 7, 2006 WSDOT GSP)*
*(April 2, 2007 Tacoma GSP)*

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

**Pre-Proposal Meeting:** A pre-bid conference will be held Pre-Proposal Meeting: A pre-proposal meeting will be held via video/phone conference on Wednesday, August 25, 2020 at 11 a.m. PDT. Please join from your computer, tablet or smartphone at:
https://us02web.zoom.us/j/84338535355?pwd=S3hBMjhQQm8yTTFpL1BUUDZCcXBpdz09
or call in at US: +1 253 215 8782

Webinar ID 843 3853 5355. Password 526081

**END OF SECTION**

## 1-01 DEFINITIONS AND TERMS

### 1-01.3 Definitions
### (January 4, 2016 APWA GSP)

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

**Dates**

***Bid Opening Date***
The date on which the Contracting Agency publicly opens and reads the Bids.

***Award Date***
The date of the formal decision of the Contracting Agency to accept the lowest responsible and responsive Bidder for the Work.

***Contract Execution Date***
The date the Contracting Agency officially binds the Agency to the Contract.

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

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

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

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

***Final Acceptance Date***
The date on which the Contracting Agency accepts the Work as complete.

*Supplement this Section with the following:*

All references in the Standard Specifications, Amendments, or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.

All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

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

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

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

**Business Day**
A business day is any day from Monday through Friday except holidays as listed in Section 1-08.5.

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

**Contract Documents**
See definition for “Contract”.

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

**Notice of Award**
The written notice from the Contracting Agency to the successful Bidder signifying the Contracting Agency’s acceptance of the Bid Proposal.

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

**Traffic**
Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs, and equestrian traffic.

*This section is supplemented with the following:*
**(April 1, 2018 Tacoma GSP)**

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

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

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

**Calendar Day**
The time period of 24 hours measured from midnight to the next midnight, including weekends and holidays.

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

**Day**
Unless otherwise specified, a calendar day.

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

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

**Standard Specifications**
Divisions One through Nine of the specified edition of the WSDOT “Standard Specifications for Road, Bridge, and Municipal Construction.”

**END OF SECTION**

## 1-02 BID PROCEDURES AND CONDITIONS

### 1-02.1 Prequalification of Bidders

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

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

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

*Add the following new section:*

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

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

### 1-02.2 Plans and Specifications
**(June 27, 2011 APWA GSP)**

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

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

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

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

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

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

*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, <u>if and when included</u> 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.

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

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

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

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

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

The bidder shall submit the following completed forms:
City of Tacoma – SBE Utilization Form
City of Tacoma – Prime Contractor Pre-Work Form
*Add the following new section:*

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

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

**1-02.7 Bid Deposit**
**(April 1, 2012 Tacoma GSP)**
*Delete this section and replace it with the following:*

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

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

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

If submitting your bid electronically, a scanned version of the original bid bond must accompany your electronic bid submittal. The original bid bond shall be received no later than 48 hours (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal. ***Original bid bonds will be delivered to:***

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

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

**1-02.9 Delivery of Proposal**

Delete this section and replace it with the following:

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

To be considered responsive on a FHWA-funded project, the Bidder may be required to submit the following items, as required by Section 1-02.6:

- UDBE Written Confirmation Document from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
- Good Faith Effort (GFE) Documentation
- UDBE Bid Item Breakdown (WSDOT 272-054)
- UDBE Trucking Credit Form (WSDOT 272-058)

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

If submitted after the Bid Proposal is due, the document(s) must be submitted via email to bids@cityoftacoma.org, with "Supplemental Information" noted in the subject line. All other information required to be submitted with the Bid Proposal must be submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (UDBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

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

Delete this section, and replace it with the following:

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

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

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

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

**1-02.12 Public Opening of Proposals**

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

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

**1-02.13 Irregular Proposals**
**(October 18, 2013 Tacoma GSP)**
*Delete this section and replace it with the following:*

1. A proposal will be considered irregular and will be rejected if:
   a. The Bidder is not prequalified <u>when so required</u>;
   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. <u>More than one proposal is submitted for the same project from a Bidder under the same or different names.</u>

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.

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

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

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

*Revise this section to read:*

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

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

**END OF SECTION**

## 1-03 AWARD AND EXECUTION OF CONTRACT

### 1-03.1 Consideration of Bids
**(January 23, 2006 APWA GSP)**
*Revise the first paragraph to read:*

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

### 1-03.1(1) Identical Bid Totals
**(January 4, 2016 APWA GSP)**
*Revise this section to read:*

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

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

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

### 1-03.3 Execution of Contract
**(October 1, 2005 APWA GSP)**
*Revise this section to read:*

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

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

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

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

**1-03.4 Contract Bond**
**(July 23, 2015 APWA GSP)**
*Delete the first paragraph and replace it with the following:*

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

1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
    a. Is registered with the Washington State Insurance Commissioner, and
    b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
    a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
    b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of

the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

*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**

## 1-04 SCOPE OF THE WORK

### 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda (March 13, 2012 APWA GSP)

*Revise the second paragraph to read:*

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

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

**END OF SECTION**

## 1-05 CONTROL OF WORK

### 1-05.3 Working Drawings
**(January 13, 2011 Tacoma GSP)**
*This section is deleted in its entirety and replaced with the following:*

### 1-05.3 Submittals

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

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

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

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

### 1-05.3(1) Submittal Schedule

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

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

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

### 1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

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

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

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

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

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

- Project Name: Tote Track Upgrades
- Project Specification Number: TR20-0218F
- Project No. RAL-00105
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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

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

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

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

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

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

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

**1-05.3(4) Resubmittals**

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

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

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

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

**1-05.3(5) Submittal Requirements by Section**

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

| Section | Description |
|---|---|
| 1-06.1 | 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 |

**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.

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

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

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

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

**1-05.11 Final Inspection**
*Delete this section and replace it with the following:*

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

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

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
The Contractor will not be allowed an extension of Contract time because of a delay in the performance of the work attributable to the exercise of the Engineer's right hereunder.

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

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

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

Engineer, so that the Engineer may determine their suitability for the purpose for which they were installed. The Physical Completion Date cannot be established until testing and corrections have been completed to the satisfaction of the Engineer.

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

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

*Add the following new section:*

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

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

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

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

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

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

**1-05.15 Method of Serving Notices**
**(March 25, 2009 APWA GSP)**
*Revise the second paragraph to read:*

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

*Add the following new section:*

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

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

**SUBMITTAL TRANSMITTAL FORM**

Tote Track Upgrades
Project Number RAL-00105
Specification No. TR20-0218F

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**

## 1-06 CONTROL OF MATERIAL

### 1-06.1 Approval of Materials Prior To Use
**(September 15, 2010 Tacoma GSP)**
*The first sentence is revised to read:*

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

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

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

1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;

2. Shall meet the requirements of the Contract and be approved by the Engineer;

3. May be inspected or tested at any time during their preparation and use; and

4. Shall not be used in the Work if they become unfit after being previously approved.

### 1-06.1(1) Qualified Products List (QPL)
*This section is revised in its entirety to read:*

QPL's are not accepted by the City.

### 1-06.1(2) Request for Approval of Material (RAM)
*This section is deleted in its entirety:*

### 1-06.6 Recycled Materials
**(January 4, 2016 APWA GSP)**

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

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

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

**END OF SECTION**

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

### 1-07.1 Laws to be Observed
**(October 1, 2005 APWA GSP)**
*Supplement this section with the following:*

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

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

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

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

### 1-07.2 State Taxes
**(January 6, 2015 TACOMA GSP)**
*Supplement this section with the following:*

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

#### 1-07.2(3) Services

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

### 1-07.9 Wages

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

Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):

A. Name of material and its intended use.
B. Estimated maximum amount on-site at any one time.
C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
D. Decontamination location and procedure for equipment that comes into contact with the material.
E. Disposal procedures.
F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous material.

5. Pre-Existing Contamination

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

6. Spill Prevention and Response Training

Describe how and when all personnel (including refueling Contractors and Subcontractors) will be trained in spill prevention, containment, and response in accordance with the Plan. Describe how and when all spill responders will be trained in accordance with WAC 296-824.

7. Spill Prevention

Describe the following items:

A. Spill response kit contents and location(s).
B. Security measures for potential spill sources.
C. Secondary containment practices and structures for all containers to handle the maximum volume of potential spill of hazardous materials.
D. Methods used to prevent stormwater from contacting hazardous materials.
E. Site inspection procedures and frequency.
F. Equipment and structure maintenance practices.
G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.
H. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.

8. Spill Response

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

Response procedures shall be outlined in the Spill Response section and shall 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/mailing, 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/mailing.

The newsletter/mailing 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
- 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.

**1-07.23 Public Convenience and Safety**

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

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

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

**1-07.23(1) Construction under Traffic**
**(March 1, 2004 Tacoma GSP)**
*This section is supplemented with the following:*

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

Alexander Avenue shall remain fully open to vehicular and pedestrian traffic at all times.

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

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

Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the construction work, parking may be restricted either entirely or during the time when it creates a hazard. Signs for restricting parking shall be approved by the City and placed by the Contractor. The Contractor shall be responsible for and shall maintain all such signs. The replacement of signs restricting parking shall be as approved by the Engineer.

The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with their access. Notification shall be at least twenty-four (24) hours in advance for residential property, and at least forty-eight (48) hours in advance for commercial property.

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

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

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

**1-07.23(2) Construction and Maintenance of Detours**
**(April 1, 2018 Tacoma GSP)**
*This section is supplemented with the following:*

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

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

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

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

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

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

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

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

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

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

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

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

**END OF SECTION**

## 1-08 PROSECUTION AND PROGRESS

*Add the following new section:*

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

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

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

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

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

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

*Add the following new section:*

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

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

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

Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency's noise control regulations or complaints are received from the public or 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. <u>This certification shall be submitted to the Engineer, on the form provided by the Engineer, 20 calendar days after physical completion of the contract.</u>

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

*Delete the eighth paragraph.*

*Revise the ninth paragraph to read:*

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including

disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

**1-08.3(2)A Type A Progress Schedule**
**(March 13, 2012 APWA GSP)**
*Revise this section to read:*

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

**1-08.4 Prosecution of Work**
*Delete this section and replace it with the following:*

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

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

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

**1-08.5 Time for Completion**
**(March 16, 2016 Tacoma GSP)**
*Revise the third and fourth paragraphs to read:*

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

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

*Revise the sixth paragraph to read:*

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

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

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

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

**1-08.9 Liquidated Damages**
**(August 14, 2013 APWA GSP)**
*Revise the fourth paragraph to read:*

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for

liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

**END OF SECTION**

## 1-09 MEASUREMENT AND PAYMENT

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

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

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

### 1-09.6 Force Account
### (October 10, 2008 APWA GSP)

*Supplement this Section with the following:*

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

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

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

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

### 1-09.9 Payments
### (March 13, 2012 APWA GSP)

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

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

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

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

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

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

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

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

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

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

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

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

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

**1-09.9(1) Retainage**
**(May 10, 2006 Tacoma GSP)**
*The fourth paragraph is supplemented with the following:*

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

**1-09.13(3)A Administration of Arbitration**
**(October 1, 2005 APWA GSP)**
*Revise the third paragraph to read:*

The Contracting Agency and the Contractor mutually agree to be bound by the decision of the arbitrator, and judgment upon the award rendered by the arbitrator may be entered in the Superior Court of <u>the county in which the Contracting Agency's headquarters are located</u>. The decision of the arbitrator and the specific basis for the decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.

**END OF SECTION**

## 1-10 TEMPORARY TRAFFIC CONTROL

### 1-10.1(2) Description
**(January 11, 2006 Tacoma GSP)**

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

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

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

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

*This section is supplemented by the following:*

Only uniformed off-duty police officers shall be used to control traffic when it is necessary to override or provide traffic control at signalized intersections.

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

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

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

### Traffic Control Management
### 1-10.2(1) General
**(January 3, 2017)**

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

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

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

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

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

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

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

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

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

**1-10.3(3)A Construction Signs**
**(January 11, 2006 Tacoma GSP)**
*The fifth paragraph is revised to read:*

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

**END OF SECTION**

## 2-06 SUBGRADE PREPARATION
**(September 20, 2018 Tacoma GSP)**

### 2-06.3 Construction Requirements
*This section is supplemented with the following:*

**Subgrade Repair for Subgrade Not Constructed Under Same Contract**
Upon removal of pavement, the Contractor and City Inspector shall walk the subgrade surface to determine and delineate any subgrade areas that need to be repaired. Any Subgrade areas that require repair, from the initial walkthrough, shall be determined solely by the City Inspector. Any initial subgrade repairs shall be paid for according to Section 2-06.5(2). Subgrade repair shall be performed in accordance with Section 2-06 and immediately after it has been determined and delineated. In order to minimize damage to the subgrade, the Contractor is encouraged to minimize pavement removal during the work.

**Subgrade Maintenance and Protection**
Immediately after the contractor constructs the subgrade or completes initial subgrade repair to the City's satisfaction, the contractor shall maintain and protect the subgrade. Any defects or damage of the subgrade thereafter shall be repaired or replaced according to Section 2-06, at the Contractor's expense before placement of any succeeding courses or pavement. Maintenance and protection of the subgrade shall be the responsibility of the Contractor. The Contractor shall be required to take precautionary measures to prevent damage by heavy loads or equipment, as well as from inclement weather.

The Contractor and City Inspector should walk the exposed subgrade on a daily basis to determine if there is damage to the subgrade. Any Subgrade areas that require repair according to this section shall be determined solely by the City Inspector.

### 2-06.5 Measurement and Payment
*This section is supplemented with the following:*

Subgrade Maintenance and Protection shall be paid by lump sum and shall apply to all subgrade.

"Subgrade Maintenance and Protection", per lump sum

The lump sum price for "Subgrade Maintenance and Protection" shall be full pay for all material, labor, and equipment for implementation of subgrade maintenance and protection, as determined by the City Inspector.

If the contractor fails to protect the subgrade so that additional subgrade repairs are required as determined by the City Inspector, then the city shall not owe payment for these additional subgrade repairs in accordance with Section 2-06.3.

### 2-06.5(2) Subgrade Not Constructed Under Same Contract
*Item 5 under this section is deleted.*

**END OF SECTION**

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

### 4-04.5 Payment
*This section is supplemented with the following:*

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

**END OF SECTION**

*Supplement Division 4 with the following new section:*

## 4-06 ASPHALT TREATED BASE (ATB)
## (June 16, 2016 Tacoma GSP)

### 4-06.1 Description

Asphalt treated base (ATB) consists of a compacted course of base material which has been weatherproofed and stabilized by treatment with an asphalt binder.

The Work shall consist of one or more courses of asphalt treated base placed on the Subgrade in accordance with these Specifications and in conformity with the lines, grades, thicknesses, and typical cross-sections shown in the Plans or as staked.

### 4-06.2 Materials

Materials shall meet the requirements of the following sections:

| | |
|---|---|
| Asphalt | 9-02.1 |
| Anti-Stripping Additive | 9-02.4 |
| Aggregates | 9-03.6 |

The grade of paving asphalt shall be as required in the Contract.

### 4-06.3 Construction Requirements

#### 4-06.3(1) Asphalt Mixing Plant

Asphalt mixing plants for asphalt treated base shall meet the following requirements:

**Heating**
The plant shall be capable of heating the aggregates to the required temperature.

**Proportioning**
The mixing plant shall be capable of proportioning: the aggregates to meet the Specifications, and the asphalt binder will be introduced at the rate specified in the approved mix design. If the aggregates are supplied in two or more sizes, means shall be provided for proportioning or blending the different sizes of aggregates to produce material meeting the Specification requirements.

Recycled asphalt pavement (RAP) may be used in the production of ATB. If utilized, the amount of RAP shall not exceed 30 percent of the total weight of the ATB. The final gradation and asphalt binder content will conform to the approved Job Mix Formula (JMF). ATB will be evaluated under Commercial Evaluation as shown in section 9-03.8(7). Va limts under 9-03.8(7) are excluded from ATB evaluation criteria.

**Mixing**
The mixer shall be capable of producing a uniform mixture of uniformly coated aggregates meeting the requirements of these Specifications.

### 4-06.3(2) Preparation of Aggregates

Aggregates for asphalt treated base shall be stockpiled before use in accordance with the requirements of Section 3-02.

The aggregates shall be heated as required by the Engineer.

### 4-06.3(2)A Mix Design

The mix design requirements for asphalt treated base shall be as described in Section 9-03.6(3). Ndesign will be 100 gyrations for all ATB design applications. The asphalt binder shall be PG 64-22 unless specifically altered in the project specifications. The proposed mix design will be submitted for review on WSDOT Form 350-042 with included notes applicable to the ATB design evaluation.

### 4-06.3(3) Vacant

### 4-06.3(4) Mixing

The asphalt treated base shall be mixed in accordance with the requirements of Section 5-04.3(8).

### 4-06.3(5) Hauling Equipment

Hauling equipment for asphalt treated base shall conform to the requirements of Section 5-04.3(2).

### 4-06.3(6) Spreading and Finishing

Asphalt treated base shall be spread with a spreading machine equipped with a stationary, vibratory, or oscillating screed or cut-off device, subject to the approval of the Engineer. Approval of the equipment shall be based on a job demonstration that the finished product will meet all requirements of the Specifications. Automatic controls will not be required. Unless otherwise directed by the Engineer, the nominal compacted depth of any ATB layer shall not exceed 0.40 feet. On areas where irregularities or unavoidable obstacles make the use of mechanical spreading and finishing equipment impractical, the paving may be done with other equipment or by hand.

The internal temperature of the ATB mixture at the time compaction is achieved shall be a minimum of 185°F. Rollers shall only be operated in the static mode when the internal temperature of the mix is less than 175°F.

### 4-06.3(6)A Subgrade Protection Course

Unless otherwise specified by the Engineer, the Contractor shall place the asphalt treated base as a protection for the prepared Subgrade on all sections of individual Roadways which are to receive asphalt treated base as soon as 10,000 square yards of Subgrade is completed. This requirement shall not be limited to contiguous areas on the project.

The surface of the Subgrade protection layer when constructed on a grading project shall conform to grade and smoothness requirements that apply to the Subgrade upon which it is placed.

### 4-06.3(6)B Finish Course

The final surface course of the asphalt treated base, excluding Shoulders, shall not deviate at any point more than ⅜ inch from the bottom of a 10-foot straightedge laid in any direction on the surface on either side of the Roadway crown. Failure to meet this requirement shall necessitate sufficient surface correction to achieve the required tolerance, as approved by the Engineer, at no expense to the Contracting Agency.

When portland cement concrete pavement is placed on an asphalt base, the surface tolerance of the asphalt base shall be such that no elevation lies more than 0.05 feet below nor 0.00 feet above the plan grade minus the specified plan depth of portland cement concrete pavement. Prior to placing the portland cement concrete pavement, any such irregularities shall be brought to the required tolerance by grinding or other means approved by the Engineer, at no expense to the Contracting Agency.

### 4-06.3(7) Density

The asphalt treated base shall be compacted to a density of not less than 80% percent of the maximum theoretical density established for the mix by WSDOT FOP for AASHTO T 209. The density of the base shall be determined by means of tests on cores taken from the Roadway or with the nuclear gauge in accordance with Section 5-04.3(10)B. The frequency of these tests shall be at the discretion of the Engineer, but in no case shall it be less than one control lot for each normal day's production. The use of equipment which results in damage to the materials or produces substandard workmanship will not be permitted.

### 4-06.3(8) Anti-Stripping Additive

An anti-stripping additive shall be added to the asphalt binder material in accordance with Section 9-02.4 in the amount designated in a WSDOT mix design/anti-strip evaluation report for a dense graded hot mix asphalt design from the same gravel source within the last 24 months or as evaluated separately by an accredited lab using current WSDOT test methods (AASHTO T324 – Hamburg or WSDOT TM T718 – Modified Lottman). Alternately, the ATB may be evaluated for anti-strip additive using ASTM D3625 (Standard Practice for Effect of Water on Bituminous-Coated Aggregate Using Boiling Water) by an accredited lab. The anti-stripping additive required will be the minimum amount necessary to achieve a passing evaluation.

### 4-06.4 Measurement

Asphalt treated base including paving asphalt will be measured by the ton.

No specific unit of measure will apply to Anti-Stripping Additive, which shall be included in the measurements for the HMA items that are included in the Bid Proposal.

### 4-06.5 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:

"Asphalt Treated Base, PG __", per ton.

The unit Contract price per ton for "Asphalt Treated Base, PG __" shall be full payment for all costs incurred to carry out the requirements of Section 4-06 in accordance with the Contract, including coring and testing, and shall include anti-stripping additive.

**END OF SECTION**

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

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

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

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

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

### 5-04.2 Materials

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

*For Subsection 5-04.2(1) the term "Contracting Agency" is revised to read "WSDOT".*

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

*This section is revised to read:*

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

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

Mix designs for HMA shall have the aggregate structure and asphalt binder content determined in accordance with WSDOT Standard Operating Procedure 732 and meet the requirements of Sections 9-03.8(2) and 9-03.8(6). The Contractor shall determine anti-strip additive requirements for the HMA and

submit laboratory test data for anti-stripping and rutting in accordance with the following options:

- Hamburg Wheel track Test and Section 9-03.8(2), or
- Tensile Strength Ratio (TSR) Test per AASHTO T 283, or
- Previous WSDOT Lab mix design verification test data and stripping evaluation, per the Engineer's discretion and as stated below.

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

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

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

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

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

**5-04.2(2)B Using HMA Additives**
**(April 1, 2018 Tacoma GSP)**
*This section is revised to read:*

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

- Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.

- Before using additives, obtain the Engineer's approval using WSDOT Form 350-076 to describe the proposed additive and process.

**5-04.3 Construction Requirements**

**5-04.3(2) Paving Under Traffic**
**(April 1, 2018 Tacoma GSP)**
*The second paragraph is supplemented with the following:*

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

**5-04.3(3)C Pavers**
**(April 1, 2018 Tacoma GSP)**
*The second paragraph is deleted.*

**5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**
**(April 1, 2018 Tacoma GSP)**
*The first paragraph is revised to read:*

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

None

**5-04.3(4)C Pavement Repair**
**(April 1, 2018 Tacoma GSP)**
*This section is revised to read:*

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

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

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

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

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

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

**5-04.3(6) Mixing**
**(April 1, 2018 Tacoma GSP)**
*The first paragraph is revised to read:*

The asphalt supplier shall add anti-stripping additive to the liquid asphalt prior to shipment to the asphalt mixing plant. The Contractor shall submit the anti-stripping additive amount and the manufacturer's certification, together with the HMA mix design submittal in accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive submittal is accepted by the Engineer.

**5-04.3(9) HMA Mixture Acceptance**
**(April 1, 2018 Tacoma GSP)**
*The first paragraph is revised to read:*

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

**5-04.3(9)A Test Sections**
**(April 1, 2018 Tacoma GSP)**
*The first paragraph is revised to read:*

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

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

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

*The second paragraph is revised to read:*

The purpose of a test section is to determine whether or not the Contractor's mix design and production processes will produce HMA meeting the Contract requirements related to mixture. Construct HMA mixture test sections at the beginning of paving, using at least 100 tons and a maximum of 800 tons or as specified by the Engineer. Each test section shall be constructed in one continuous operation.

**5-04.3(9)B Mixture Acceptance – Statistical Evaluation**
**(April 1, 2018 Tacoma GSP)**
*The title of this section is revised to read:*

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

**5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots**
**(April 1, 2018 Tacoma GSP)**
*The title of this section is revised to read:*
**5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**
*This section is revised to read:*

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

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

**5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results**
**(April 1, 2018 Tacoma GSP)**
*The first and second paragraphs of this section are revised to read:*

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

1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.

2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

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

**5-04.3(10)B HMA Compaction - Cyclic Density**
**(April 1, 2018 Tacoma GSP)**
*This section is deleted.*

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

**5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**
**(April 1, 2018 Tacoma GSP)**
*The title of this section is revised to read:*
**5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**
*The second paragraph is revised to read:*

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

*This section is supplemented with the following:*

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

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

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

**5-04.4 Measurement**
**(April 1, 2018 Tacoma GSP)**
*The first paragraph is revised to read:*

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

*The second paragraph is revised to read:*

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

*This section is supplemented with the following:*

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

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

**5-04.5 Payment**
**(April 1, 2018 Tacoma GSP)**
*Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price Adjustment" are deleted.*

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

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

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

*The pay item "HMA for Approach Cl. _PG__" is revised to read:*

"HMA for Approach Cl. __PG 58H-22", per square yard.

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

*This section is supplemented with the following:*

"HMA Cl. __ PG __ for Pavement Patch", per ton.

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

“Cold Plant Mix for Temporary Pavement Patch”, per ton.

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

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

**END OF SECTION**

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

### 8-01.1 Description

*This section is supplemented with the following:*

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

### 8-01.3(1) General

### 8-01.3(1)A Submittals

*This section is revised to read:*

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

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

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

The Department of Ecology has prepared a SWPPP template that can be used for projects in the City of Tacoma. The template can be found on Ecology's website at: http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html. The Contractor developing the SWPPP must ensure that all references are appropriate for the City of Tacoma.

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

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

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

*This section is revised to read:*

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

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

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

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

**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.

**Requirements for Dewatering Water Discharge to the Sanitary Sewer System.** Prior to discharge of dewatering water to the City's sanitary sewer system, sediment control BMPs must be employed. Groundwater discharges to the sanitary sewer system shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis may be completed by the City Lab with a three-day turnaround, or by a third party laboratory at no additional cost to the City.

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

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

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

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

**8-01.3(8) Street Cleaning**
*The third paragraph is revised to read:*

Street washing with water shall not be permitted.

**8-01.3(9)D Inlet Protection**
*Replace the third paragraph of this section with the following:*

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

*The section is supplemented with the following:*

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

**8-01.3(10) Wattles**
*The fifth and sixth sentences are revised to read:*

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

**8-01.4 Measurement**
*The third paragraph is revised to read:*
Check dams will be measured by the linear foot along the ground line of the completed check dam. No additional measurement will be made for check dams that are required to be rehabilitated or replaced due to wear.

*Add the following new sections:*

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

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

**8-01.4(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

The Contract Provisions may establish the project as lump sum, in accordance with section 8-01.4(1) and also include one or more of the items included above in section 8-01.4. When that occurs, the corresponding measurement provision in Section 8-01.4 is not deleted and the Work under that item will be measured as specified.

The bid proposal contains the item “Erosion/Water Pollution Control,” lump sum and the additional erosion control items listed below. The provisions of Section 8-01.4(1), Section 8-01.4(2), and Section 8-01.5(2) shall apply.

“Inlet Protection,” per each

No specific unit of measurement shall apply to the lump sum item “Stormwater Pollution Prevention Plan (SWPPP)”.

**8-01.5 Payment**

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

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

*This section is supplemented with the following:*

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

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

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

"Dewatering Plan", per lump sum. The lump sum contract price for "Dewatering Plan" shall be full pay for all costs, including but not limited to, preparing, submitting, revising, and resubmitting revisions for the Dewatering Plan.

"Temporary Erosion and Sediment Control BMP Maintenance", Force Account or Lump Sum. Any maintenance necessary due to stormwater events shall be paid by force account. Any other maintenance needed shall be considered for the contractor's benefit and be paid by lump sum.

*Add the following new sections:*

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

"Erosion/Water Pollution Control", per lump sum

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

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

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

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

This section is supplemented with the following:

“Inlet Protection,” per each

“Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum

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

**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 or any installed material, which is located within a railroad right-of-way, the Contractor shall do so promptly. The Contractor shall not adjust or operate serviceable or functioning

railroad track or signal systems without prior written authorization from the appropriate rail authority.

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

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

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

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

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

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

1. Replacement of the damaged equipment.

2. Any necessary inspection and testing of the system, before and after repair or replacement of the damaged equipment.

K. 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 submit 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.

**8-30.1(1) General Work Requirements**
**(May, 17 2019 )**
***Relations With Railroad***

Railroad Company, as used in these specifications, shall be the railroad company or companies, or railway company or companies specified in these Special Provisions. The following provisions, though referring to a single Railroad Company, shall be applicable to each of the following railroad companies or railway companies:

Tacoma Rail

***Protection of Railroad Property***

The Contractor shall exercise care in all operations and shall, at the Contractor's expense, protect the property of the Railroad Company and the Company's appurtenances, property in its custody, or persons lawfully upon its right of way, from damage, destruction, interference or injury caused by the Contractor's operations. The Contractor shall prosecute the work to not interfere with the Railroad Company or its appurtenances, or any of the Railroad Company's trains or facilities, and shall complete the work to a condition that shall not interfere with or menace the integrity or safe and successful operations of the Railroad Company or its appurtenances, or any of the Railroad Company's trains or facilities.

The Contractor shall not transport equipment, machinery, or materials across the Railroad Company's tracks, except at a public crossing, without the written consent of the Railroad Company.

The Contractor shall keep the right of way and ditches of the Railroad Company open and clean from any deposits or debris resulting from its operations. The Contractor shall be responsible for the cost to clean and restore ballast of the Railroad Company which is disturbed or becomes fouled with dirt or materials when such deposits or damage result from the Contractor's operations, except as provided elsewhere.

The Contractor's work shall be conducted in such a manner that there will be a minimum of interference with the operation of railroad traffic. The Railroad Company will specify what periods will be allowed the Contractor for executing any part of the work in which the Railroad Company's tracks will be obstructed or made unsafe for operation of railroad traffic.

In the event that an emergency occurs in connection with the work specified, the Railroad Company reserves the right to do any and all work that may be necessary to maintain railroad traffic. If the emergency is caused by the Contractor, the Contractor shall pay the Railroad Company for the cost of such emergency work.

Protective services to protect the Railroad Company's facilities, property, and movement of its trains or engines, including railroad flagging and other devices, may be required by the Railroad Company as a result of the Contractor's operations.

The nature and extent of protective services, personnel and other measures required will in all cases be determined by the Railroad Company. Nothing in these specifications will limit the Railroad Company's right to determine and assign the number of personnel, the classes of personnel for protective services, nor other protective measures it deems necessary.

When, in the opinion of the Railroad Company, the services of qualified railroad flaggers or security personnel are necessary for the protection of the Railroad Company's facilities by reason of the Contractor's operations, the Contractor will furnish such qualified railroad flaggers or security personnel as may be required.

The Railroad Company's contact is:

Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554

No act of the Railroad Company in supervising or approving any work shall reduce or in any way affect the liability of the Contractor for damages, expense, or cost which may result to the Railroad Company from the construction of this Contract.

**8-30.2 Materials**

This Section left vacant intentionally.

**8-30.3 Construction Requirements**

A. Access to the work site is only available via Alexander Avenue. Only rail-mounted equipment shall be used when working on the tracks and track bed unless otherwise approved in writing by Tacoma Rail.

   There shall be no storage of material or equipment within 20-feet of the centerline of any railroad track without prior written approval of Tacoma Rail. Where work is required within 20-feet of the track centerline, it shall be coordinated daily with Tacoma Rail's representative.

   The Contractor will be allowed to use the location designated on the plans as the stockpile and the lay down area. This area is at the north end of the contract between track 2 and the Tote property fence. See Sheet 6.

B. The contractor shall notify the railroad prior to each day of work to confirm track accessibility and determine the need for track safety and protection measures provided by any rail operators.
   Contact Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554

C. All three tracks in the vicinity of the work will be locked out.

   The work window will most likely 8 to 10 hours a day and be between the hours of 7 am and 5 pm, but may be subject to change depending on Tacoma Rail's operational needs.

   Tacoma Rail has routine train movements along this section of track and may need all tracks operational from time to time during construction. Therefore the contractor shall have the track under construction operational at the end of each working day for nightly train operations unless otherwise approved in writing by Tacoma Rail. The contractor can expect at least several freight train movements per day through the work zone.

**8-30.4 Measurement**

Covid-19 Health and Safety Plan, Per Lump sum.

**8-30.5 Payment**

Payment for all work in this Section shall be included in other related bid items as stated in the Bid Form.

The contract prices shall be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the submittal work except for the following.

The lump sum price for “Covid-19 Health and Safety Plan”, shall be full pay all labor equipment and materials needed to create the health and safety plan.

**END OF SECTION**

## 8-31 RAILROAD TRACK IMPROVEMENTS

### 8-31.1 Description

The work under this section shall generally consist of rail relay, track replacement, tie replacement, crossover replacement, excavation, and raise, surface, line and dress within the project boundaries. 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 contractor shall replace the cross ties marked in the field by the engineer. Tacoma Rail will mark ties to be replaced prior to the start of construction. The project anticipates replacing approximately 33% of the cross ties in the areas shown within the project limits. The contractor shall also remove and reuse the ties not marked for replacement within the excavation areas.

The contractor shall remove and replace the existing jointed rail and replace it with new domestic head hardened 115RE# jointed rail within the project limits.

All OTM within the curves and the switches construction shall include pandrol style materials and shall include the installation of gauge rods every twenty feet. Not including crossings.

The Project is broken down into the four following major categories of work.

<u>Remove and Replace Rail:</u>

The contractor shall remove and replace the existing jointed rail and replace it with new domestic head hardened 115RE# jointed rail within the project limits. For purposes of this specification rail replacement shall include rail, and OTM.

Within the remove and replace rail section of this project excavation, ballast, tie replacement, relocation of track, and raise, surface, line and dress are separate pay items. The contractor shall replace the cross ties within the rail replacement area as marked in the field by the engineer or as agreed upon during construction. It is anticipated that 33% of the ties will need to be replaced in the remove and replace rail sections of this project.

<u>Remove and Replace Track:</u>

The contractor shall remove the existing track as shown within the project limits and replace the track with a new #115 track section. For purposes of this specification Remove and Replace Track shall include all labor equipment and materials to remove the existing track and install the rail, ties and OTM as shown in the plans.

Within the remove and replace track section of this project excavation, ballast, and raise, surface, line and dress are separate items.

The contractor shall also remove the existing switch at Station 111+00 and replace it by installing standard jointed track. This work shall include removing the existing switch, switch ties and OTM.

Crossover Replacement and Removal:

The contractor shall remove and replace the two existing crossovers as called out within the project limits. This work shall include replacing the existing switch rails, frogs, switch ties, switch stands, and OTM to construct a fully operation crossovers.

Within the remove and replace crossover section of this project excavation, ballast, and raise, surface, line and dress are separate items.

Crossings:

The contractor shall install the crossings at the locations shown on the plans.

For the asphalt crossing at Station 226+00 the installation of the crossing shall include the removal of the existing track and crossing material, the installation of either ten foot wood ties or concrete ties per the specifications, installing the desired crossing material, crushed surfacing, rail, OTM, and the asphalt underlayment. This work will also include the removal of the switch at Station 227+00 including removing the existing switch, switch ties and OTM.

Within the install crossing sections of this project excavation, ballast, and raise, surface, line and dress are separate items.

For the asphalt crossing located at Station 224+15 only the asphalt and crushed surfacing shall be included in the crossing costs as the remaining costs will be covered under the “Crossover Replacement and Removal” pay item for the associated crossover.

For the gravel crossing at Station 217+00 costs for this work will be covered under the pay items “Remove and Replace Rail”, “___ Ballast Incl. Haul” and “Select Tie Replacement”. Ties will be replaced in their entirety through the crossing.

Pandrol and Gauge Rods:

The contractor shall remove the old OTM from existing ties that are not being replaced and install pandrol plates and ‘e’ clips on all ties in this area. Further, the contractor shall install gauge rods through the curve at the spacing specified in the specifications.

### 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(2) Track Spikes (A.R.E.M.A. Chapter 5, Part 2)**

Track spikes shall be new prime in accordance with A.R.E.M.A. square shank and chisel point (5/8-inch by 6-inch).

**8-31.2(3) Track Bolts (A.R.E.M.A., Chapter 4, Part 3)**

Track bolts shall meet A.R.E.M.A. standard material, size, and shape.

**8-31.2(4) Railroad Ties (A.R.E.M.A. Chapter 30, Part 3)**

Wood Ties:

All ties shall be new grade cross ties 7”x9”x8.5’ outside of crossing limits or 7”x9”x 10’ inside crossing limits (except for the gravel crossing), mixed hardwoods and shall conform to A.R.E.M.A. and AWPA specifications. The ties shall be of sound wood and well manufactured in accordance with applicable specifications. All ties shall be furnished with end plate anti-split devices. Treatment shall consist of seven (7) 50-50 creosote/petroleum process conforming to AWP-C6 specifications.

All ties shall be new grade switch ties of the appropriate dimension and length required by the latest AREMA portfolio plan No. 112-08. All switch ties shall be new grade switch ties of the appropriate dimension and length required by the drawing referenced in Section 8-31.2(9). Ties shall be mixed hardwoods and shall conform to A.R.E.M.A. and AWPA specifications. The ties shall be of sound wood and well manufactured in accordance with applicable specifications. All ties shall be furnished with end plate anti-split devices. Treatment shall consist of seven (7) 50-50 creosote/petroleum process conforming to AWP-C6 specifications.

**8-31.2(5) Joint Bars**

All joint bars shall be new domestic steel 6 hole, 36” joint bars 115RE standard punch.

**8-31.2(6) Rail**

Rail for this project shall be new 115RE, AREMA head hardened domestic rail. Rail shall be supplied in 80 foot lengths with not more than 10% short rails between 33 feet and 39 feet in length.

Other track material (OTM) shall consist of bolts, tie plates, joint bars, gauge rods, spikes/fasteners, rail anchors, screw spikes, “e” clips, and compromise bars.

**8-31.2(7) Tie Plates**

In all tangent sections of track all tie plates shall be new or #1 relay and shall conform to A.R.E.M.A. Plan 7 or 8 – “A.R.E.M.A. 13” or 14” tie plates for 5-1/2“ wide rail base.

In the curves and switch areas of the project all tie plates shall be new Pandrol style with “e” clips and new screw spikes designed for 115RE rail.

**8-31.2(8) Rail Anchors (A.R.E.M.A., Chapter 5, Part 7)**

Rail anchors shall meet A.R.E.M.A. standard material, size, and shape for drive-on style rail anchors.

**8-31.2(9) Turnouts**

Provide complete new domestic, 115RE, insulated #XX turnouts as shown in the plans.

Switches shall be in accordance with AREMA Portfolio plan No. 112-08 and plan No. 910-03 for the #7 switches and AREMA Portfolio plan No. 112-08 and Plan No. 910-02 for the #9 switches. Switches shall have Manganese Tips (AREA 220) and Head Hardened 16’-6” Double Reinforced Knife Point switch points (AREA Detail 6100) with Transit style clips and fixed heel blocks (Plan No. 221-12, Detail 1125). Switch shall include curved, straight, closure rails utilizing 115RE Head Hardened Rail with screw spike plates, screw spikes and elastic fasteners (Pandrol Style) and A&K/Progress Rail U69 Boltless Adjustable Switch Point Guard or approved equivalent. Joint bars (6 hole) and bolts shall be included.

Point Guards shall be fabricated manganese switch point guard 115# rail, Model # FM, Serial #45061.

All mixed hardwood switch ties shall be included. Insulated Turnouts shall include all necessary insulated 6 hole joint bars.

Frogs shall be in accordance with AREMA Portfolio plan No. 623-03. No. 9 Rail Bound Manganese Steel Frog (16 foot) for 115RE Rail and/or Frog shall be in accordance with 2014 AREMA Portfolio plan No. 622-09 (13 foot); No. 7 Rail Bound Manganese Steel Frog for 115RE Rail with screw spike plates and elastic fasteners. Frogs shall be drilled for three (3) bolts to match the specified rail.

Guard Rails shall be in accordance with AREMA Portfolio plan No. 504-03 (13 feet) and fastened with screw spike plates and elastic fasteners.

Manganese inserts on frogs and switch points are excluded from the domestic only requirement.

Switch stand shall be a new Racor Model 22-E. low banner with “Backsaver” handle, and adjustable connecting rod (42-inches) and bolts with cotter keys. The bolt hole in the switch stands, connecting rods and switch rods shall all be the same matching

diameter with matching size bolts. Mismatch of bolts and bolt holes will be cause for rejection. All switch bolts shall be designed for cotter pins.

**8-31.2(10) Lubricator**

Provide complete new, Portec Rail Flange Lubricator mc3 or approved equal. Grease for the lubricator shall be MC-3 Rail/Flange Lubricator Grease.

**8-31.2(12) Geotextile**

Geotextile fabric shall be a ground stabilization fabric designed for use under railroad track bed. All geotextile fabric shall be 12 oz. needle-punched, non-woven polypropylene. Geotextile shall be GEOTEX 1201 manufacturer's spec. or approved equal.

**8-31.2(14) Compromise Joints**

All compromise joints shall be new domestic steel 6 hole, 36" bars 115RE to 112RE standard punch.

**8-31.3 Construction Requirements**

**8-31.3(1) General Requirements**

Track work shall be in conformance with the standards of the A.R.E.M.A. and the requirements set forth in these Special Provisions. Workmanship shall be of the best quality to produce a finished installation as specified.

The Contractor shall comply with all applicable FRA track and work place safety regulations, and Tacoma Rail Rules. All contractors and subcontractors personnel protective equipment (PPE) must include steel toed boots and a high visibility safety vest at a minimum which must be worn while on Tacoma Rail facilities. Contractors and subcontractors may implement more comprehensive PPE requirements for their personnel.

The Contractor shall notify "One Call" Utility locate and locate existing underground utilities in the area of work prior to any excavation.

**8-31.3(1)A Construction Surveying**

The City will provide survey control reference points for use by the Contractor's surveyor. The Contractor shall be responsible for providing construction surveying to establish grades and sections from the City provided information. All work shall be done in accordance with Section 1-05.4 of the Standard Specifications.

**8-31.3(2) Demolition**

Locate, identify, and protect utilities that remain, from damage. Protect bench marks, survey control points, and existing structures from damage or displacement.

Track removal and replacement shall occur over section of track shown in the plans. The contractor shall remove all ties, plates, spikes and bolts along with the existing rail

and replace the OTM as defined in 8-31.2 Materials. All costs for removing the old rail and OTM shall be included in the unit pay item “Remove and Replace Track”.

Rail removal and replacement shall occur over the section of track shown in the plans. The contractor shall remove all plates, spikes and bolts along with the existing rail and replace the OTM as defined in 8-31.2 Materials. This work shall include removing the two abandoned switches shown on the plans and the associated OTM. All costs for removing the old rail and switches and OTM shall be included in the unit pay item “Remove and Replace Rail”.

The removal of the existing crossovers will be paid for under the unit pay item “Furnish and Install 115#RE __ Crossover”. The crossovers are defined to be from 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. 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(2)F Railroad Tie Disposition**

The following information on tie disposal is provided for bidder information:

<u>Railroad Tie Disposition</u>

The contractor will be responsible for the removal and disposal of all railroad ties to be replaced as a result of this project in accordance with applicable Washington State and local regulations. Allowable disposal options include sale to the public for retaining walls, fencing, structural timbers, and landscape articles, sale to landscape supply businesses, and landfilling at a permitted solid waste landfill **which will accept the wood**. The contractor shall be responsible for all transportation of the ties as well as the securing of any required disposal authorizations from the local health department and any necessary laboratory analyses. Most ties will not be of sufficient quality to be sold to the public and must be landfilled.

The proposal for this contract must include a plan for the disposal of the wood which details how and where any sale to the public will occur and where the unusable ties will be landfilled. The landfill proposal must also include a description of the required permits, authorizations, analyses, or other special requirements (such as size restrictions). The contractor must supply a copy of any dump receipts to the project inspector. Any disposal methods proposed other than those allowed above must be accompanied by a detailed plan for the disposal alternative.

**8-31.3(2)G Rail Disposition**

The following information on Rail disposal is provided for bidder information:

<u>Rail Disposition</u>

The successful bidder will be responsible for the removal and disposal of all rail not reused as part of this contract. 100% of all rail generated as a result of this project shall be recycled or resold and other track material not being retained by Tacoma Rail. The contractor shall provide receipts to the City showing the credit for recycling or reselling the rail. This credit will be accounted for in the unit line item "Steel Recycle Recovery" at the end of the project. An estimated credit has been entered into this line for the convenience of bidding.

The costs for removing and hauling the rail and OTM from the site to the recycler or re-seller shall be included in associated unit cost price "Remove and Replace Rail", "Remove and Replace Track" or Furnish and Install 115# RE__ Turnout".

**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 2020 WSDOT Standard Specifications 2-06 and 2-07. The contractor shall maintain the moisture content of the material being compacted to within 3 percent of optimum. 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. Excavation limits shall be six feet either side of the center line of rail, with a maximum 2 to 1 slope and the bottom of excavation shall be 8 inches below the existing ties or 24 inches below the top of rail elevation.

All excavated material is considered contaminated and shall be hauled to an approved disposal facility. Tacoma Rail will provide soil test reports and Waste Disposal Authorizations for the soil to LRI. Soils shall be properly disposed of in accordance with all applicable Washington State and local regulations at Tacoma Rails cost.

**8-31.3(4) Geotextile**

Geotextile shall be placed as recommended by the manufacturer and the following basic guidelines:

1) Keep the fabric taut and wrinkle free as it is rolled onto the subgrade. Overlap fabric sections a minimum of 30-inches at the joints.

2) Back-dump aggregate onto the fabric in such a manner to cushion and protect the fabric. Do not allow construction equipment to operate directly on the fabric.

All costs for installing the geotextile in areas that are to be excavated shall be placed in the respective unit price pay items:

"Remove and Install 115RE ____ Crossover"
"Furnish and Replace ___ Crossing at _____"

**8-31.3(5) Track Ballast**

Ballast for adjusting existing tracks shall be shall be placed in layers of sufficient depth to provide material for the raising and tamping of ties to construct finished railway to the lines and grades established in the drawings.
Ballast shall be placed in all excavated limits.
Ballast shall be distributed on the top 2 inches of the surface to provide adequate walkways on all shoulders within the working limits.

**8-31.3(6) Ties**

The Contractor shall tamp all installed switch and cross ties and restore the track bedding that is disturbed during the tamping process. After tamping, the cribs must be properly filled in accordance with the standard ballast section.

Unless otherwise specified, cross ties in all curves shall be spaced at 19.5-inches on center. Ties located on tangent track shall be installed at 21.5 inches on center. Space shall be equidistant from all points and support rails at end of joint-bars. Ties shall be moved only with tongs and shall not be moved or placed beneath rails with picks, mauls, sledges or spiking hammers.

Ties shall be placed in the track with the wide surface nearest the heart down and square to-the-line of the rail with the ends lined uniformly.

Cross ties to be replaced shall be marked in the field by the engineer prior to the work commencing.

**8-31.3(7) Track Construction**

Track construction shall include the installation of ties and 115RE rail including all other track materials (OTM) such as pandrol/standard plates, screw/cut spikes, elastic fasteners, anchors, joint bars, bolts, etc.

The Contractor shall conduct track installation in a manner to avoid damage to adjacent ties, rail, hardware, and other existing improvements along the Tacoma Rail tracks. All damage to existing facilities shall be repaired by the Contractor at no cost to the contract.

**8-31.3(7)A Tolerances**

Close tolerances are expected. Unless otherwise specified, the gauge, alignment, and surface of the track will meet the following standards:

*A. Gauge Variation* *1/8-inch*

*B. Cross Level (Changes between any two points less than 62 feet apart):*

1. On tangents 1/2-inch
2. On curves (Variation from specified super elevation) 1/2-inch

*C. Horizontal Track Alignment (Maximum allowable deviation of the middle ordinate from a 62-foot chord)*

1. On curves 3/8-inch
2. On tangents 1/2-inch

*D. Vertical Track Profile:*

1. Maximum permissible runoff per 40-feet shall not exceed 1-inch
2. Deviation from profiles at middle ordinate of 62-feet chord 1/2-inch
3. Maximum permissible variation from design shall not exceed 1/2-inch

*E. Mismatch of Rails at Joints:*

1. On the tread of the rail ends 1/8-inch
2. On the gauge of the rail ends 1/8-inch

**8-31.3(7)B Track Laying**

Where relay rail is used, care shall be exercised in matching adjacent rails to prevent lipped or uneven joints, and any mismatched rail ends shall be welded or ground. Rail joints will not be placed in road crossings or within the limits of switch points or guard rails. Rails shall be laid with staggered joints such that the joints in opposite rails on tangents shall be staggered not less than 18-feet apart, joint on curves in opposite rails shall not be staggered less than 18-feet and not more than 19-feet, 6-inches apart except as closer joints may be required at insulated joints or turnouts. In laying rail on curves, care shall be taken to put in short rails at proper intervals in the low rail and in the low rail side on tangents adjacent to the curve to maintain the proper stagger throughout the curve. Temporary shims shall be used to secure proper spacing between ends of rails. The rail temperature, at the time of laying, shall determine the number and thickness of shims required. Shim thickness shall be in accordance with the following table.

78-Foot Rail - 68 Joints Per Mile

| Rail Temperature Degree F | Expansion (Inches) |
|---|---|

| | |
|---|---|
| Below 35 | 5/16 |
| 35 to 47 | ¼ |
| 48 to 60 | 3/16 |
| 61 to 73 | 1/8 |
| 74 to 85 | 1/16 |
| Over 85 | None |

A rail thermometer shall be used to ascertain the temperature of the rail, and in making the reading, it shall be placed on the rail base on the side away from the sun.

**8-31.3(7)C Super Elevation**

Curved track will be super elevated as shown:

| Degree of Curve | Elevation |
|---|---|
| 3° - 12° | 1/2-inch |
| Over 12° | TBD per specific location |

Super elevation will be achieved by raising the outer rail and maintaining inner rail at the elevation shown on the profile.

**8-31.3(7)D Track Gauge**

Track gauge shall be as follows:

| Degree of Curve | Gauge |
|---|---|
| 0° - 8° | 4’ - 8-1/2-inch |
| Over 8° | 4’ - 8-3/4-inch |

**8-31.3(7)E Tie Plates**

Tie plates shall be set in correct position on the ties, true-to-gauge, and with shoulders in full contact with the rail. There shall be one (1) tie plate under each rail at each tie; one (1) tie plate for running rail and guard rail. All tie plates shall be double shouldered. Tie plates should be free from dirt and foreign material when installed.

Care must be exercised to see that canted tie plates are applied so as to cant the rail inward. Tie plates must be placed square with the rail and centered on the tie. Particular care must be given to see that the tie plate shoulders are never under the base of the rail and that the plates are well seated on the ties and the rail properly seated on the tie plate.

Adzing of the ties may be necessary to properly install the plates and lay the track. The contractor shall adze the ties if necessary. When adzing the ties the contractor shall use a mechanical adzing device. Hand adzing of the ties is not allowed.

**8-31.3(7)F Angle Bars and Bolting**

Rail joints shall be applied before the track is spiked. A lubricant shall be applied on the rail within the area of the joint bar at the time of installation. Bars shall be properly seated and lined up with the rail in a vertical position.

Corrosion resistant lubricant should be applied to bolts, prior to the application of the nuts, to reduce the variation of thread friction and promote the uniformity of tension obtained.

Angle bars shall be secured in place with the full number of bolts, nuts, and lock washers. Bolts shall be staggered with heads placed inside and outside alternately, and shall be drawn tight before spiking. All bars shall be fully bolted.

All bolts shall be tightened to prescribed torque before track is turned over to operation. Bolts shall be tightened in the proper sequence to properly seat joints beginning at the center of the joint and working both ways to the ends of the joint. Track bolts will be retightened within an appropriate period after track has been put into service as determined by Tacoma Rail.

No holes are to be burned in rail under any circumstances. When drilling is necessary, all chips and burrs shall be removed before applying joints.

If transitions between 115# rail and the existing main line rail are necessary they shall be made by compromise bars.

This project requires 8 pairs of compromise joint bars. All costs to furnish and install the compromise joints shall be included in the unit price pay item “Remove and Replace Rail”.

**8-31.3(7)G Spiking**

Rails shall be spiked promptly after laying. The rail shall be properly seated in the tie plates with the edge of the rail base and the field shoulder of the tie plates aligned and in contact.

A minimum of two (2) rail holding spikes is required. These spikes shall be so staggered that all outside spikes are on the same side of the tie and inside spikes on the opposite side of the tie. Relay ties shall be plugged with treated plugs prior to spiking.

All spikes shall be started and driven vertically and square with the rail and so driven as to allow 1/8-inch to 3/16-inch space between the underside of the head of the spike and the top of the base of the rail. In no case shall the spikes be overdriven or straightened while being driven. No spikes shall be driven against the ends of joint bars.

Necessary gauging shall be done at the time rail is laid and, unless otherwise provided, the gauge shall be 4' -8-1/2" between points 5/8-inch below the top of rail on the two (2) inside edges of the rails. In laying the second line of rail, gauging shall be done at least at every third tie. The rail shall be held to gauge while line spikes are being driven.

In the event that a spike must be withdrawn or open spike holes are encountered, the spike hole shall be immediately plugged with a treated tie plug of the proper size to completely and tightly fill the hole. To be prepared to accomplish this requirement, the contractor shall have treated tie plugs available and ready to use, whenever railroad work is being performed on the site. Old spike holes should be plugged when re-gauging.

For railroad tracks on tangents, two (2) spikes to the rail shall be used on each tie plate. On curves, turnouts, or crossovers, a minimum of three (3) spikes to the rail shall be used on each tie plate, specifically two on the gage side and at least one spike on the field side of each rail. On crossings a minimum of four (4) spikes to the rail shall be used on each tie plate.

Spikes shall be staggered to avoid splitting ties. Track shall be gauged at joints, center, and quarters as the spikes are driven; and the gauge shall not be removed until the spikes are driven home. Gauging shall be accurate in all respects.

**8-31.3(7)H Rail Anchors**

All turnouts and all track within 78-feet of turnouts and repaired trestles shall have every tie box anchored at every rail.

All track within the project limits shall have every third tie box anchored at each rail. Rail anchors shall be applied as shown in the latest A.R.E.M.A. Manual Plan page 5-5-18, Diagram 2.

Rail anchors shall be placed tight against each side of the tie. The anchors must be applied against the same tie on opposite rails. Rail anchors, when used must have full bearing against a sound tie. The full quota of rail anchors shall be applied prior to the passage of a train over the new rail.

When anchors are applied to one (1) rail, anchors are also required on the opposite rail of the same track. Rail anchors should be applied on the gauge side of the rail except where insufficient clearance restricts the use of the anchor or application tool, in which case anchors may be applied from the field side of the rail where clearance permits. “e” clip elastic fasteners are an approved alternative to rail anchors so long as the 78 feet requirement is followed.

**8-31.3(9) Raise, Surface, and Tamping**

Railway ballast shall be tamped in, under, and around the cross ties and switch ties by mechanical vibrating equipment until sufficiently compacted to support fully-loaded freight cars. A movable head switch tie tamper will be required for ballast compaction.

Where switches are located the contractor shall hand tamp around switch points.

The unloaded material shall be leveled by means of a ballast spreader.

Ballast shall be well packed or tamped from a point 12-inches insides each rail for 8-foot ties, 15-inches inside each rail for 8' -6" ties, and 18-inches inside each rail for 9-foot ties, on both sides of the ties to the end of ties. Tamping should not be performed at the center of the tie to avoid center-bound track, but this center shall be filled lightly.

Both ends of the ties shall be tamped simultaneously, and tamping inside and outside of the rail shall be done at the same time. Thorough tamping of ballast under the rail seat shall be required to insure that the ballast under the tie is completely compacted and that the rail is firmly seated on the tie plate.

When the track has been installed to within 1-inch or 2-inches of the final grade, and is within 1-inch of the final alignment, a finishing lift shall be made by jacking up the track to the height provided by the grade stakes, making necessary allowance for settlement. In making the finishing lift, a spot board and level board or tamping jack with built-in raising wire and level, or other suitable mechanical means shall be used to bring the track to a true and finished surface.

The track should be raised to true surface and the ties tamped to a tight bearing against the raised rail. After all tamping operations, the cribs must be properly filled in and the track finished in accordance with the standard ballast section.

**8-31.3(10) Crossing Upgrades**

This work shall consist of all labor, equipment and materials to replace the asphalt crossings spanning tracks 1 and 2 at Stations 224+15 and 226+00 and the gravel crossing at Stations 217+00.

Demolition of the crossing shall include the work described in section 8-31.3(2). The tracks shall have a super elevation of 0” within the crossing.

Construction of the crossing at 226+00 shall include the installation of a 6” asphalt sub-base, a ballast section as shown on the plans, 10 foot cross ties, rail, OTM, roadway rock base, and asphalt to replace the roadway.

Geotextile fabric shall be used in all excavation limits outside the asphalted roadway section where the 6” asphalt sub-base is not required.

All 10’ ties within the crossing limits shall be plated, spiked and anchored in accordance with sections 8-31.3(7)E through 8-31.3(7)H.

Contractor shall be responsible for all thermite welding processes.

To assist the contractor in bidding the project the following quantities, and material data is provided. All quantities and information shall be field verified by the contractor:

**Asphalt Crossing 226+00**

| Materials | Size | Quantity |
|---|---|---|
| Ties | 7”x9”x10’ | 260 |
| Rail | 115 lb | 392 track feet |
| Asphalt | HMA Cl. ½” PG 64-22 | 740 tons |
| Crushed Surf. Top Crse | Section 4-04 | 53 tons |

**Asphalt Crossing 224+15**

| Materials | Size | Quantity |
|---|---|---|
| Asphalt | HMA Cl. ½" PG 64-22 | 90 tons |
| Crushed Surf. Top Crse | Section 4-04 | 13 tons |

The nearest joint should be not less than 12 feet from the asphalt/concrete edge of the crossing. Where necessary, long rails shall be used or the rail ends shall be welded to form continuous rail through the crossing. Rails shall be spiked to line, and the track shall be thoroughly and solidly tamped to uniform surface.

The track should be raised to true surface and the ties tamped to a tight bearing against the raised rail. After all tamping operations, the cribs must be properly filled in and the track finished in accordance with the standard ballast section.

**8-31.3(12) Crossovers**

Crossovers shall include all major items, accessories, equipment (ties, bolts, blocks, plates, braces, etc.) and machining for a complete usable unit. Crossovers shall be fabricated in accordance with the latest AREMA portfolio of track work plans.

This work shall include the removal of the existing track, ties, and tie disposal.

**8-31.4 Measurement**

"Project Surveying", shall be per lump sum.

"Remove and Replace Rail", shall be per linear track foot as marked in the field by the City. Track feet will be measured along the center line of track.

"Remove and Replace Track", shall be per linear track foot as marked in the field by the City. Track feet will be measured along the center line of track.

"Select Cross Tie Replacement", shall be per each.

"Raise Surface Line and Dress", shall be per linear track foot as marked in the field by the City. Track feet will be measured along the center line of track.

"___ Ballast Incl. Haul", shall be per ton.

"Excavation & Disposal, Incl. Haul", shall be per ton.

"Steel Recycle Recovery", Estimated

"Furnish and Install 115 RE, ____ Crossover", shall be per each.

"Remove and Replace ____ Crossing at _____", shall be per each.

"Remove and Replace Switchstand " shall be per each.

"Furnish and Install Pandrol OTM & Gauge Rods", 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.

“Remove and Replace Track”, per linear track foot.
The price per linear track foot for “Remove and Replace Track” shall be full pay for all labor, equipment, and materials necessary to remove the existing track, segregate and dispose of the rail and OTM, install the new rail, install new ties, and install the OTM as described in the specifications following excavation.

“Remove and Replace Rail”, per linear track foot.
The price per linear track foot for “Remove and Replace Rail” shall be full pay for all labor, equipment, and materials necessary to remove the existing rail, segregate and dispose of the rail, and install the rail, adze the existing ties as necessary, and install the OTM as described in the specifications.

“Select Cross Tie Replacement”, per each.
The price per each for “Select Tie Replacement” shall be full pay for all labor, equipment, and materials necessary to remove and dispose of the old ties, and install the new ties as described in the specifications.

“Raise Surface Line and Dress”, per linear track foot.
The price per linear track foot for “Raise Surface Line and Dress” shall be full pay for all labor, equipment, and materials necessary to complete the Raise Surface Line and Dress as specified.

“Raise Surface Line and Dress”, per linear track foot.
The price per linear track foot for “Raise Surface Line and Dress” shall be full pay for all labor, equipment, and materials necessary to complete the Raise Surface Line and Dress as specified.

“Excavation & Disposal, Incl. Haul”, per ton.
The price per cubic yard for “Excavation & Disposal, Incl. Haul” shall be full pay for all labor, equipment, and materials necessary to excavate the track bed per neat line calculation to final grade, haul, store and properly dispose of the material.

___ Ballast Incl. Haul”, per ton.
The price per ton for ___ Ballast” shall be full pay for all labor, equipment, and materials necessary to furnish and place the ballast on the track.

“Steel Recycle Recovery”, Estimated.
The final credit for “Steel Recycle Recovery” shall be the actual cost the contractor receives from the metal recycler for all material recycled.

“Remove and Replace Asphalt Crossing Station 226+00”, per each.

The price per each for “Remove and Replace Asphalt Crossing Station 226+00”, shall be full pay for all labor, equipment, and materials necessary to remove and dispose of the track and crossing material, install new track ties, geotextile, rail and all other rail hardware as described in the specifications. Costs shall also include costs for furnishing, installing and operating detour routes where applicable.

“Remove and Replace Asphalt Crossing Station 224+15”, per each.
The price per each for “Remove and Replace Asphalt Crossing Station 224+15” shall be full pay for all labor, equipment, and materials necessary to install the asphalt and crushed surfacing. Costs shall also include costs for furnishing, installing and operating detour routes where applicable.

“Furnish and Install 115 RE, ____ Crossover”, per each.
The price per each for “Furnish and Install 115RE, ____ Crossover” shall be full pay for all labor, equipment, and materials necessary to furnish and install the crossover, dispose of the switch ties, and all other rail hardware as described in the specifications.

“Remove and Replace Switchstand”, shall be full pay for all labor, equipment and materials needed to furnish and install a complete and fully functional switchstand.

“Furnish and Install Pandrol OTM & Gauge Rods”, per lump sum.
The price per lump sum price “Furnish and Install Pandrol OTM & Gauge Rods” shall be full pay for all labor, equipment and materials to provide and install the Pandrol plates, “e” clips, gauge rods (20 foot spacing). This pay item shall also include the removal and disposal all the old OTM in the area depicted on the plans.

**END OF SECTION**

## 9-03 AGGREGATES
**(September 20, 2018 Tacoma GSP)**

### 9-03.1 Aggregates for Portland Cement Concrete

#### 9-03.1(1) General Requirements
**(June 16, 2016 Tacoma GSP)**
*The seventh paragraph is deleted*

### 9-03.6 Vacant
**(Jun 16, 2016 Tacoma GSP)**
*This section, including the title, is revised to read:*

### 9-03.6 Aggregates for Asphalt Treated Base (ATB)

#### 9-03.6(1) General Requirements

Aggregates for asphalt treated base shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

| | |
|---|---|
| Los Angeles Wear, 500 Rev. | 30% max. |
| Degradation Factor | 15 min. |

#### 9-03.6(2) Grading

Aggregates for asphalt treated base shall meet the following requirements for grading:

| Sieve Size | Percent Passing |
|---|---|
| 2″ | 100 |
| ½″ | 56-100 |
| No. 4 | 32-72 |
| No. 10 | 22-57 |
| No. 40 | 8-32 |
| No. 200 | 2.0-9.0 |

All percentages are by weight.

#### 9-03.6(3) Test Requirements

When the aggregates are combined within the limits set forth in Section 9-03.6(2) and mixed in the laboratory with the designated grade of asphalt, the mixture shall be capable of meeting the following test values:

| | |
|---|---|
| % of Theoretical Maximum Specific Gravity (GMM) (approximate) | 93@ 100 gyrations |
| AASHTO T324, WSDOT TM T718 or ASTM D3625 | Pass |
| (Acceptable anti-strip evaluation tests) | |

The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

**9-03.8 Aggregates for Hot Mix Asphalt**
**(March 9, 2016 APWA GSP)**
*Supplement section 9-03.8 with the following:*

**Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt (PHMA/PWMA)**
**General Requirements**

Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance with the provisions of Section 3-01 that meet the following test requirements:

Los Angeles Wear, 500 Rev. 30% max.
Degradation Factor 15 min.

**Grading**
Aggregates for PHMA/PWMA shall meet the following requirements for grading:

| Sieve Size | Percent Passing* |
|---|---|
| ¾" square | 100 |
| ½" square | 90 - 100 |
| ⅜" square | 55 - 90 |
| U.S. No. 4 | 10 - 40 |
| U.S. No. 8 | 0 - 20 |
| U.S No. 40 | 0 - 13 |
| U.S. No. 200 | 0 - 5 |

* All percentages are by weight.

The aggregate for PHMA/PWMA shall consist of crushed stone with a percent fracture greater than 90% on two faces on the No. 4 sieve and above, and shall be tested in accordance with the field operating procedures for AASHTO T 335.

**9-03.12 Gravel Backfill**
*Add the following new Section:*

**9-03.12(10) Pea Gravel**
**(September 20, 2018 Tacoma GSP)**

| Sieve Size | Percent Passing* |
|---|---|
| ¾" square | 100 |
| ⅜" square | 95-100 |
| U.S. No. 8 | 0 - 10 |
| U.S. No. 200 | 0 - 3 |

Sand Equivalent 35 Minimum
* All percentages are by weight

## 9-03.21 Recycled Material

### 9-03.21(1) General Requirements
**(Jun 16, 2016 Tacoma GSP)**
*This section is supplemented with the following:*

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

**END OF SECTION**

**END OF SPECIAL PROVISIONS**

# APPENDIX A

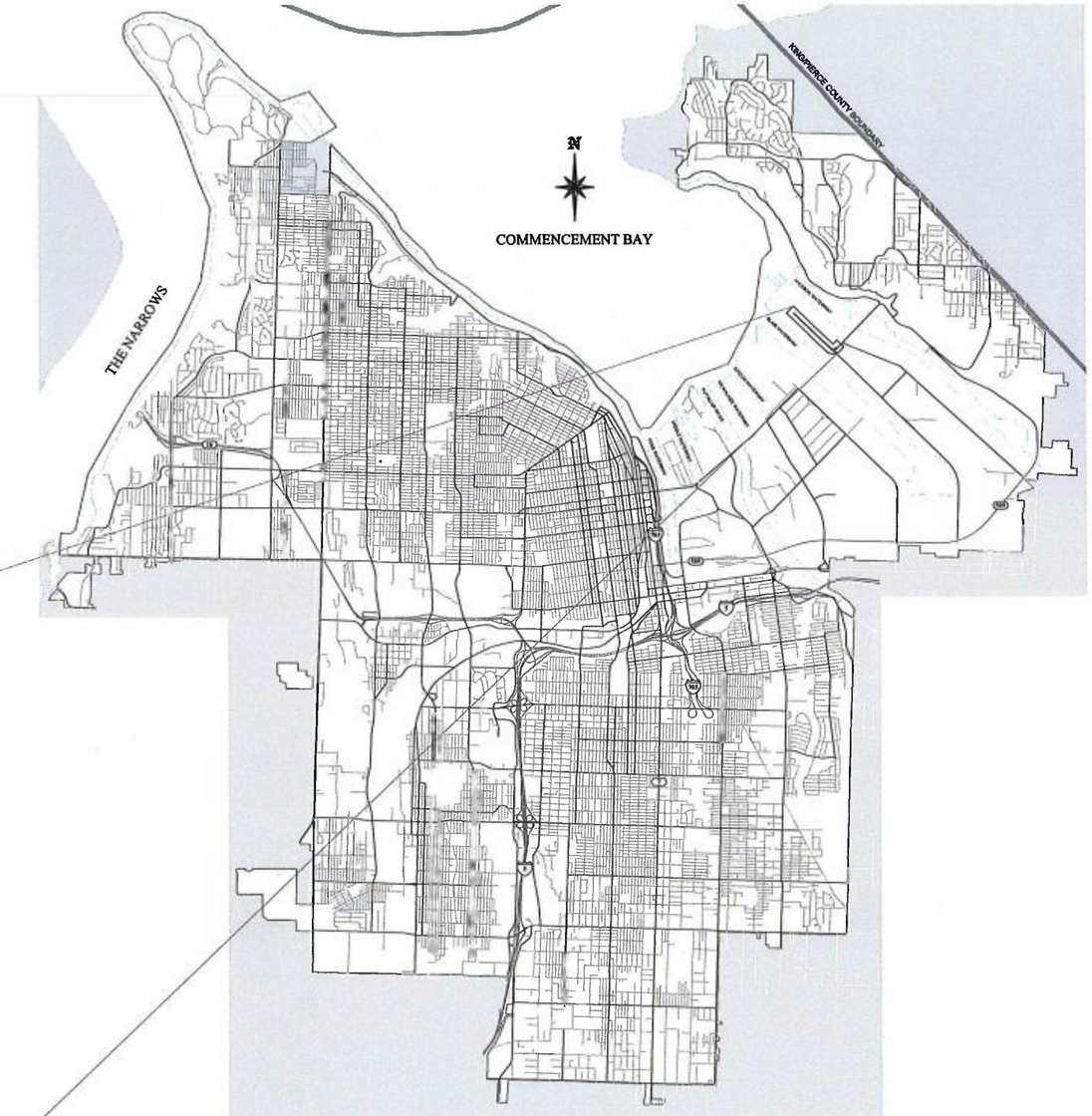
# PLANS

THE CITY OF TACOMA

PUBLIC WORKS DEPARTMENT
SPECIFICATION NO. TR20-0141F
JULY 2020

## TOTE YARD UPGRADES

PROJECT NUMBER: RAL-00105-01




VICINITY MAP
NOT TO SCALE

| SHEET NUMBER | TITLE OF DRAWINGS |
|---|---|
| 1 | COVER SHEET |
| 2 | SYMBOL SHEET |
| 3 - 6 | DEMOLITION |
| 7 - 13 | RAIL PLAN & PROFILE |
| 14 | DETAILS |
| | |
| | |

## SURVEY SYMBOLS

CITY OF TACOMA DATUM:

HORIZ. DATUM: N.A.D. 83/91
VERT. DATUM: N.G.V.D. 29
BENCH MARK: SBM/M.I.C.
INTERSECTION OF
STREETNAME
& STREETNAME
ELEV. = XXX.XX

CITY OF TACOMA

| EXISTING | DESCRIPTION |
|---|---|
| | NORTH ARROW |
| | MONUMENT FOUND |
| | PK NAIL |
| | CALCULATED MONUMENT |

## REFERENCE LINETYPES

| LINETYPE | DESCRIPTION |
|---|---|
| | CENTER LINE |
| | EASEMENT LINE |
| | VACATE LINE |
| | EX MON LINE |
| | NEW MON LINE |
| | PROPERTY LINE |
| | RIGHT OF WAY |
| | TEMPORARY CONSTRUCTION PERMIT LINE |

## UTILITY LINETYPES

| EXISTING | DESCRIPTION |
|---|---|
| | CONDUIT |
| TV | CABLE TV |
| FO | FIBER OPTIC |
| G | GAS |
| P | POWER, OVERHEAD |
| UG-P UG-P UG-P | POWER, UNDERGROUND |
| LHT | STREET LIGHTING |
| T | TELEPHONE |
| TS | TRAFFIC SIGNAL CONDUIT |
| TSFO | TRAFFIC SIGNAL CONDUIT, FIBER OPTIC |
| 18"W | WATER |

## MISCELLANEOUS SYMBOLS

| EXISTING | REMOVE | NEW | DESCRIPTION |
|---|---|---|---|
| B | B | B | BOLLARD |
| | | | MAIL BOX |
| MW | | MW | MONITORING WELL |
| | | | SIGN |
| | | | SOIL BORING |
| | | | PILING |
| BUS | BUS | BUS | TRANSIT PAD, DIMENSIONS VARY |

## SEWER SYMBOLS

| EXISTING | REMOVE | NEW | DESCRIPTION |
|---|---|---|---|
| | | | AREA DRAIN |
| CO | CO | CO | CLEAN OUT |
| | | | MANHOLE, STORM & SANITARY |
| | | | STORM CATCH BASIN |
| | | | RIP RAP |

## STORM & SANITARY SEWER UTILITY LINETYPES

| EXISTING | ABANDON | REMOVE | NEW | DESCRIPTION |
|---|---|---|---|---|
| 12"S | 12"S | | 21 LF 10"Ø PVC SANITARY | SANITARY SEWER |
| | | | | STORM CULVERT |
| 8"D | 8"D | | 9 LF 8"Ø PVC STORM | STORM SEWER CATCH BASIN LEAD |
| 12"D | 12"D | | 21 LF 10"Ø PVC STORM | STORM SEWER MAIN |

## FEATURE LINETYPES

| EXISTING | REMOVE | NEW | DESCRIPTION |
|---|---|---|---|
| | REFER TO APPLICABLE PLAN | REFER TO APPLICABLE PLAN | BUILDING |
| | | | CURB & GUTTER |
| | | | CLEARING & GRUBBING |
| | TOP OF 2:1 FILL SLOPE 2:1 (H:V) | 2:1 TOP OF 2:1 CUT SLOPE | CUT / FILL 2:1 |
| | | | DAYLIGHT LINE, NEW SLOPE LINE |
| | | | DRAINAGE DITCH |
| | | | FENCE, CHAIN LINK |
| | | | FENCE, SILT |
| | | | FENCE, WOOD |
| | | | GUARD RAIL, LEFT |
| | | | GUARD RAIL, CENTER |
| | | | GUARD RAIL, RIGHT |
| | | | HEDGE LINE, BRUSH LINE, VEGETATION |
| | | | RAILROAD |
| | | | WALL |
| | | | WALL, CONCRETE MASONRY UNIT |
| | | | WALL, ROCK |
| | | | WATER EDGE |

## WATER SYMBOLS

| EXISTING | DESCRIPTION |
|---|---|
| | BLOW OFF |
| | FIRE HYDRANT |
| | MANHOLE, WATER |
| | WATER METER |

## OTHER UTILITY SYMBOLS

| EXISTING | DESCRIPTION |
|---|---|
| | GATE VALVE |
| | MANHOLE, OTHER |
| | SPRINKLER CONTROL BOX |
| | SPRINKLER HEAD |

## NOTE BUBBLES

| | |
|---|---|
| # | DEMOLITION NOTE |
| # | CONSTRUCTION NOTE |
| # | CHANNELIZATION NOTE |
| A | SIGNAGE NOTE |
| # | WIRE NOTE |
| # | SIGNAL POLE CONSTRUCTION NOTE |
| # | REVISION NOTE |

## TRAFFIC SIGNAL INTERCONNECT AND POWER SYMBOLS

| EXIST. | PROP. | DESCRIPTION |
|---|---|---|
| | | DIAMOND DETECTOR 6X8 |
| | | SQUARE DETECTOR 6X6 |
| | | CIRCLE DETECTOR 6' |
| | | VIDEO DETECTION CAMERA |
| | | EV INDICATOR LIGHTS |
| | | TYPE PPB POST W/ PUSHBUTTON (S) |
| | | PEDESTRIAN PUSHBUTTON |
| | | PEDESTRIAN SIGNAL HEAD |
| | | TYPE 1 TRAFFIC SIGNAL POLE |
| | | SIGNAL POLE WITH MAST |
| | | EMERGENCY PREEMPTION DETECTOR |
| | | VEHICLE SIGNAL HEAD |
| | | VEHICLE SIGNAL HEAD W/ARROW INDICATOR |
| | | MAST ARM MOUNTED SIGN |
| | | CABINET, SIGNAL CONTROL |
| | | TYPE 1, JUNCTION BOX, TRAFFIC SIGNAL<br>TYPE 1, JUNCTION BOX, STREET LIGHT |
| | | TYPE 2, JUNCTION BOX (LARGE) |
| | | SERVICE PEDESTAL |
| | | STREET LIGHT |
| | | YARD LIGHT |
| | | UTIL POLE/ POWER POLE |
| | | TEL POLE |
| | | UTIL POLE W/LIGHT |
| | | STREET LIGHT, DEFAULT<br>STREET LIGHT, ON FOUNDATION<br>STREET LIGHT, ON METAL POLE |
| | | STLIGHT ON WOOD POLE |
| | | ORNAMENTAL POSTTOP |
| | | FLOODLIGHT |
| | | GUY, ANCHOR |
| | | GUY, POLE |
| EX. VAULT | | VAULT, CORNERS SURVEYED |
| P | | VAULT, POWER, UNDERGROUND |
| | | JUNCTION BOX, TELEPHONE |
| | | PEDESTAL, CABLE |
| | | PEDESTAL, TELEPHONE |
| T | | VAULT, TELEPHONE |

## ABBREVIATIONS

| | | | | | |
|---|---|---|---|---|---|
| ℄ | CENTERLINE | FL | FLOWLINE | PC | POINT OF CURVATURE |
| ℄ | PROPERTY LINE | FT | FOOT OR FEET | PED | PEDESTRIAN |
| | | | | PG | PERFORMANCE GRADE |
| ADA | AMERICAN DISABILITY ACT | GAL | GALLON | POB | POINT OF BEGINNING |
| AP | ANGLE POINT | GALV | GALVANIZED | PT | POINT OF TANGENCY |
| APPROX | APPROXIMATELY | GB | GRADE BREAK | PVC | POINT OF VERTICAL CURVE |
| ASPH | ASPHALT | | | PVI | POINT OF VERTICAL INTERSECTION |
| | | HMA | HOT MIX ASPHALT | | |
| CG | CURB AND GUTTER | H | HORIZONTAL | PVT | POINT OF VERTICAL TANGENCY |
| CB | CATCH BASIN | HP | HIGH POINT | PVC PIPE | POLYVINYL CHLORIDE PIPE |
| CF | CUBIC FEET | HT | HEIGHT | | |
| CJ | CONTROL JOINT | HWY | HIGHWAY | R | RADIUS |
| CL | CLASS | | | RIM | RIM ELEVATION |
| CMP | CORRUGATED METAL PIPE | IE | INVERT ELEVATION | ROW | RIGHT OF WAY |
| CMU | CONCRETE MASONRY UNIT | INT | INTERSECTION | RT | RIGHT |
| CONC | CONCRETE | | | | |
| CONST | CONSTRUCT | JT | JOINT | S | SOUTH |
| COT | CITY OF TACOMA | | | SAN | SANITARY SEWER |
| CSTC | CRUSHED SURFACING TOP COURSE | LF | LINEAR FEET | SF | SQUARE FEET |
| | | LP | LIGHT POLE | SPEC | SPECIFICATIONS |
| CSBC | CRUSHED SURFACING BASE COURSE | LHT | LIGHTING | SQ | SQUARE |
| | | LT | LEFT | SST | STAINLESS STEEL |
| CY | CUBIC YARDS | | | STA | STATION |
| | | MAX | MAXIMUM | STD | STANDARD |
| DEPT | DEPARTMENT | ME | MATCH EXISTING | STM | STORM SEWER |
| DI | DUCTILE IRON | MH | MANHOLE | | |
| DWG | DRAWING | MIN | MINIMUM | TBC | TOP BACK OF CURB |
| DWY | DRIVEWAY | MISC | MISCELLANEOUS | TEMP | TEMPORARY |
| | | MON | MONUMENT | TFC | TOP FACE OF CURB |
| E | EAST | MP | MIDPOINT | TS | TOP OF SLOPE |
| EA | EACH | MSE | MECHANICALLY STABILIZED EARTH | TW | TOP OF WALL |
| EL | ELEVATION | | | TYP | TYPICAL |
| ENG | ENGINEER | MW | MONITORING WELL | | |
| ER | END OF RADIUS | | | V | VERTICAL |
| EX | EXISTING | N | NORTH | | |
| | | NTS | NOT TO SCALE | W | WEST |
| FF | FINISH FLOCR ELEVATION | | | W/O | WITHOUT |
| FG | FINISHED GRADE | OC | ON CENTER | WSDOT | WASHINGTON STATE DEPT. OF TRANSPORTATION |
| FH | FIRE HYDRANT | OFF | OFFSET | | |

## PAVEMENT AND ROAD SURFACE TYPES

| EXISTING | REMOVE | NEW | DESCRIPTION |
|---|---|---|---|
| | | | ASPHALT |
| | | | ASPHALT OVER CONCRETE |
| | | | ASPHALT GRIND & OVERLAY |
| | | | 2" HMA OVER 2" CSTC |
| | | | ADA ACCESS RAMP |
| EX. CONC. WALK | | NEW CONC. SIDEWALK | CEMENT CONC. SIDEWALK |
| | | | CEMENT CONC. ROADWAY |
| | | | 2" CSTC |

REFER TO EXISTING AND NEW CROSS SECTIONS FOR ROADWAY PAVEMENT SECTIONS

## SHRUBS & TREES

| EXIST. | REMOVE | DESCRIPTION |
|---|---|---|
| | | SHRUB |
| | | CLASS 0 - TREE UNDER 4" DIAMETER |
| I | I | CLASS 1 - 4" TO 12" DIANETER TREE |
| II | II | CLASS 2 - 12" TO 24" DIAMETER TREE |
| III | III | CLASS 3 - 24" TO 42" DIAMETER TREE |
| IV | IV | CLASS 4 - OVER 42" DIAMETER TREE |
| V | V | CLASS 5 - OVER 42" DIAMETER TREE, UNDER 30' TALL |

REFER TO LANDSCAPE PLAN FOR NEW TREES AND SHRUBS

### CALL BEFORE YOU DIG

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CALL TWO BUSINESS DAYS BEFORE YOU DIG
(1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org

Tacoma

| NO | REVISION | DATE | APPD |
|---|---|---|---|
| | | | |

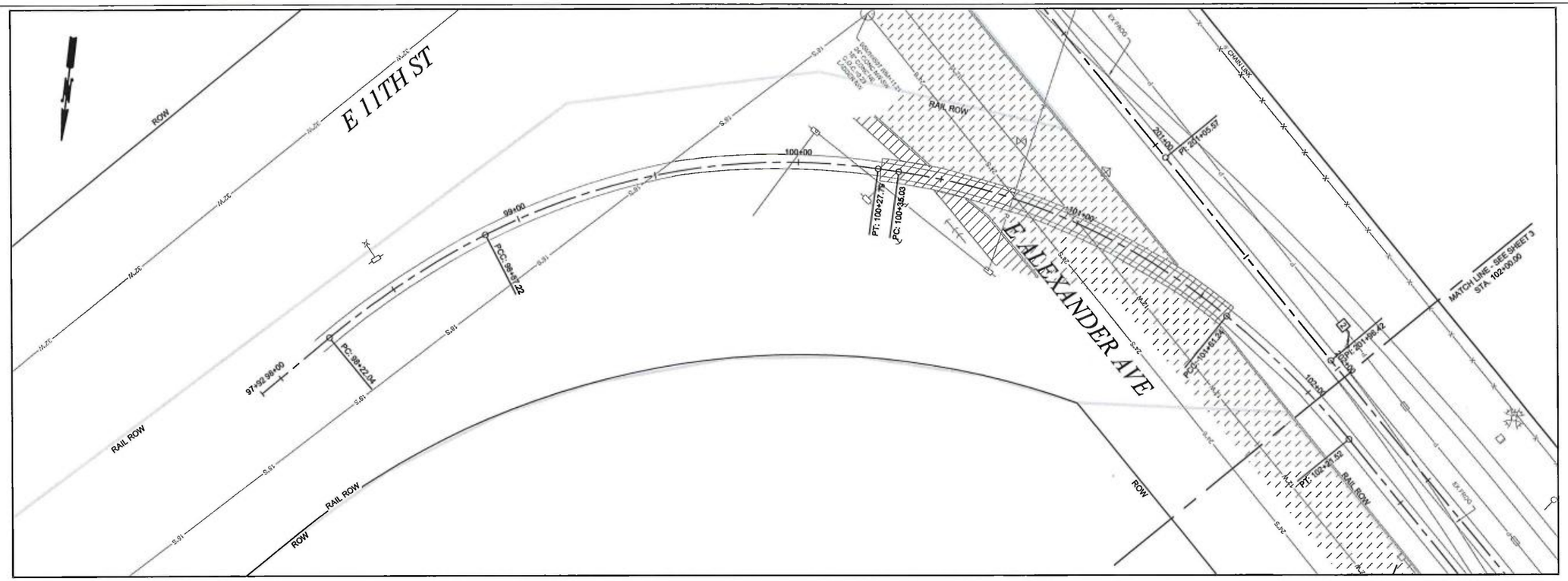
| | | |
|---|---|---|
| FINAL CONSTRUCTION CHECKED | DATE JULY 2020 | SCALE 1" = 20' |
| BY | DESIGNED CNS | CHECKED CNS |
| DATE | DRAWN COB | PROJECT NAME TOTE-YARD |
| FIELD BOOKS | DRAWING NAME TOTE-SYMBOL.dwg | |

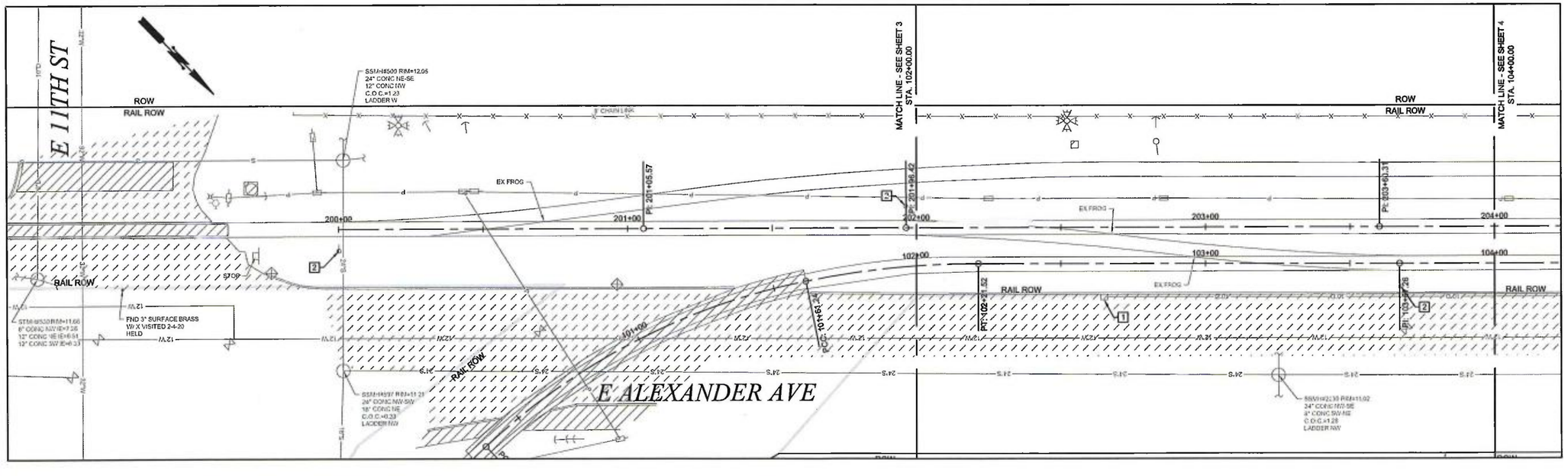
ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

TOTE YARD UPGRADES
ALEXANDER AVE
SYMBOL SHEET

RAL-00105
SHEET NO.




## DEMOLITION NOTES

1. PROVIDE INLET PROTECTION TO EXISTING CATCH BASIN PER SPECIFICATION 8-01 UNTIL REMOVAL OR END OF CONSTRUCTION ACTIVITIES
2. TO BE REMOVED

CITY OF TACOMA

HORIZ. DATUM: N.A.D. 83/91
VERT. DATUM: N.G.V.D. 29
BENCH MARK: SBM
INTERSECTION OF ##ND ST.
AND ###### RD. E.
ELEVATION = ######

20 0 20 40 60
SCALE IN FEET

*CALL BEFORE YOU DIG*

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|---|---|---|---|
| | | | |

FINAL CONSTRUCTION CHECKED
BY
DATE
FIELD BOOKS

| | |
|---|---|
| DATE JULY 2020 | SCALE 1" = 20' |
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| DRAWN COB | PROJECT NAME TOTE-YARD |
| DRAWING NAME TOTE-DEMO.dwg | |

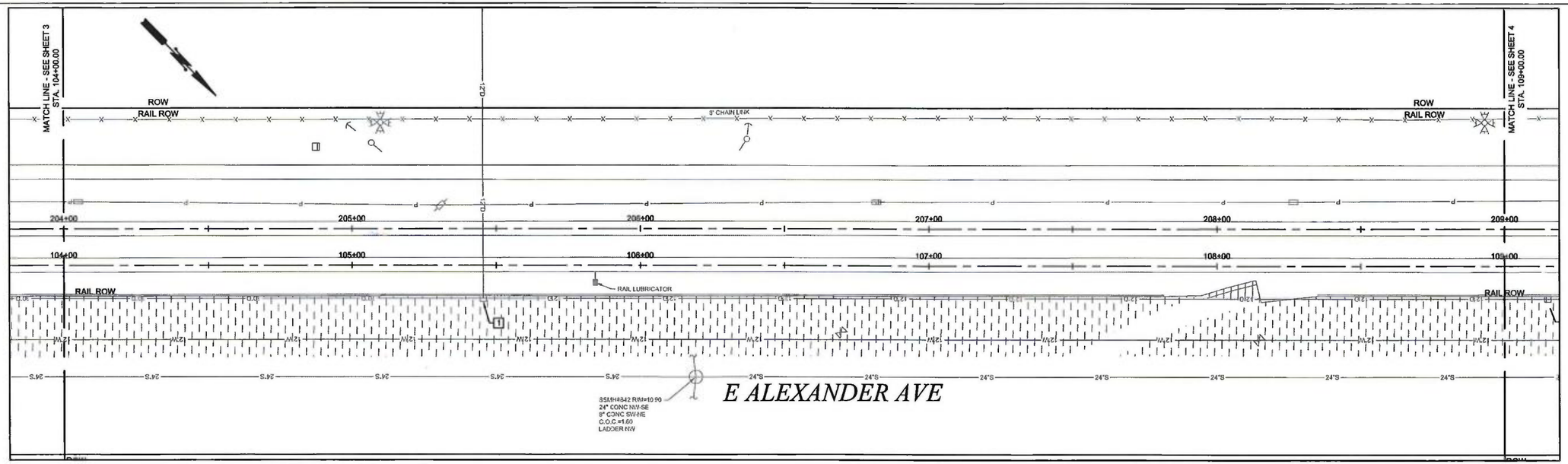
ENGINEERING DIVISION MANAGER

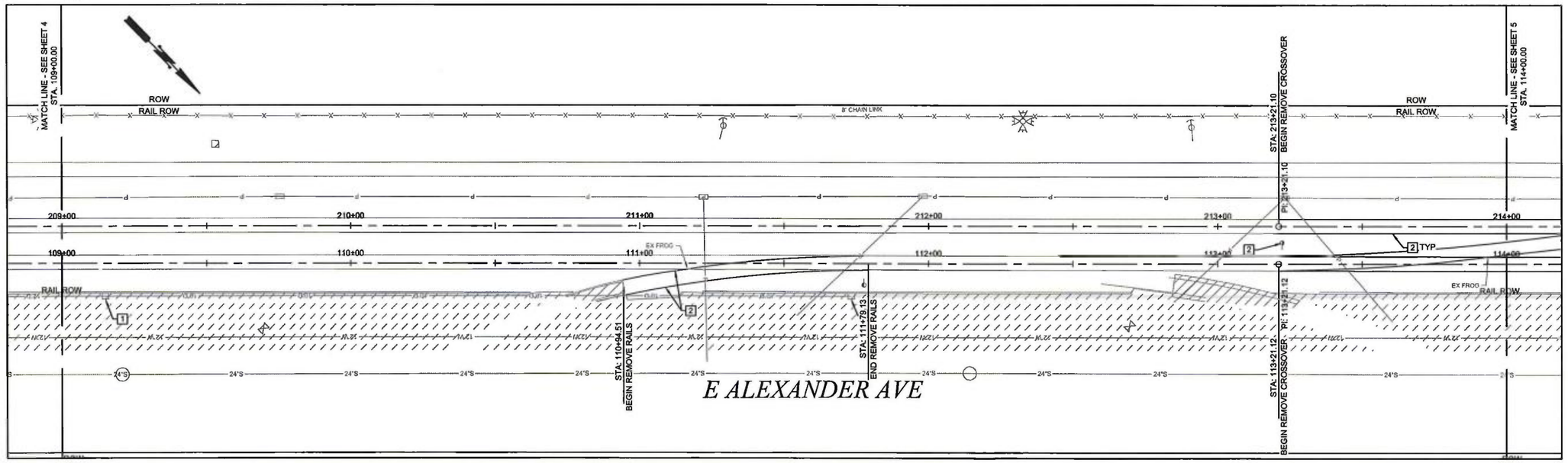
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

TOTE YARD UPGRADES
STA 98+00 TO 104+00
DEMOLITION

RAL-00105

SHEET NO.
SHEET 3 OF 14

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CITY OF TACOMA

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Tacoma

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|---|---|---|---|

FINAL CONSTRUCTION CHECKED
BY
DATE
FIELD BOOKS

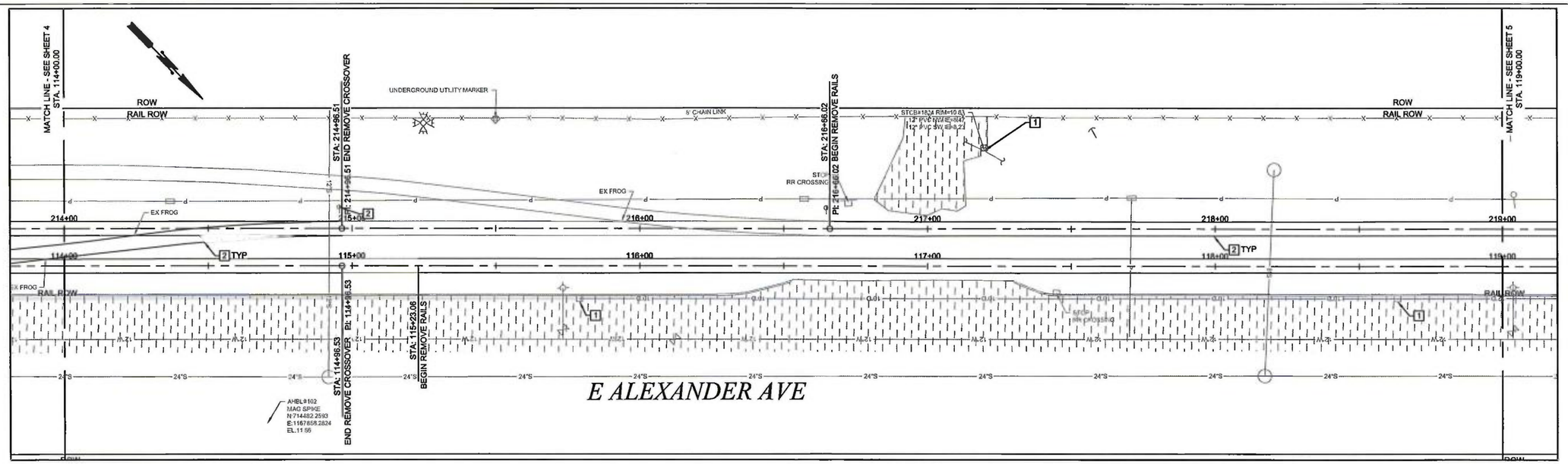
| DATE | SCALE |
|---|---|
| JULY 2020 | 1" = 20' |
| DESIGNED CNS | CHECKED CNS |
| DRAWN COB | PROJECT NAME TOTE–YARD |
| DRAWING NAME TOTE–DEMO.dwg | |

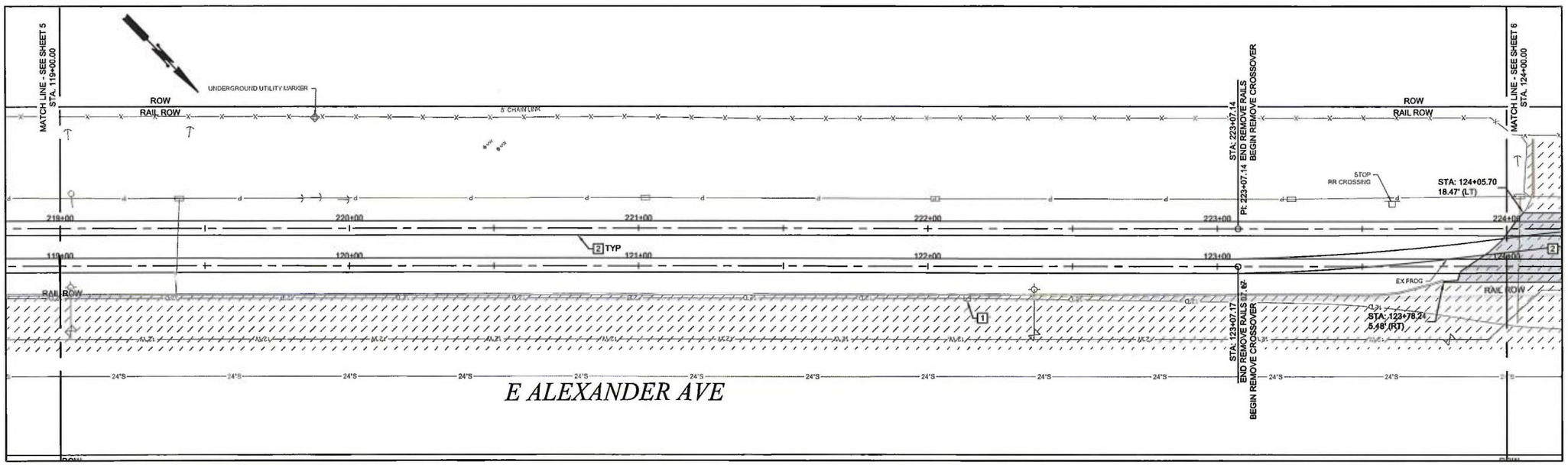
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION MANAGER

TOTE YARD UPGRADES
STA 104+00 TO 114+00
DEMOLITION

RAL–00105
SHEET NO.
SHEET 4 OF 14

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AND ###### RD. E.
ELEVATION = ######

CITY OF TACOMA

20 0 20 40 60
SCALE IN FEET

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|---|---|---|
| FINAL CONSTRUCTION CHECKED | DATE JULY 2020 | SCALE 1" = 20' |
| BY | DESIGNED CNS | CHECKED CNS |
| DATE | DRAWN COB | PROJECT NAME TOTE–YARD |
| FIELD BOOKS | DRAWING NAME TOTE–DEMO.dwg | |

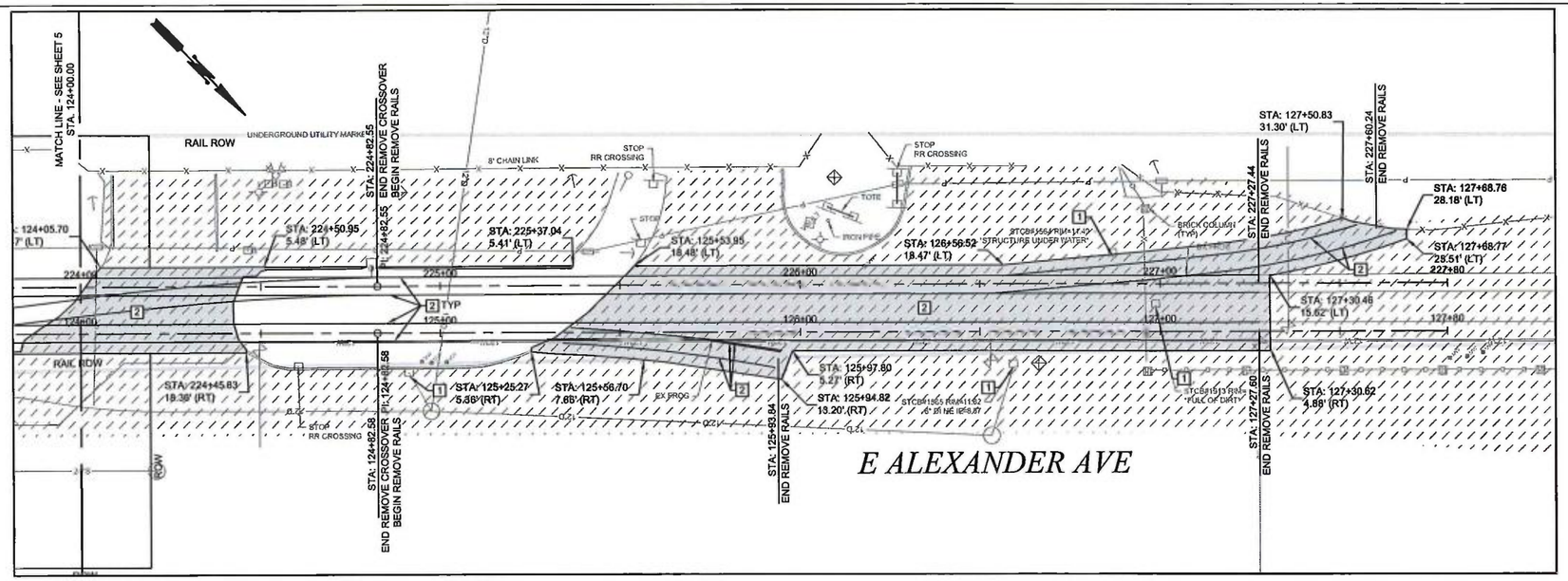
ENGINEERING DIVISION MANAGER

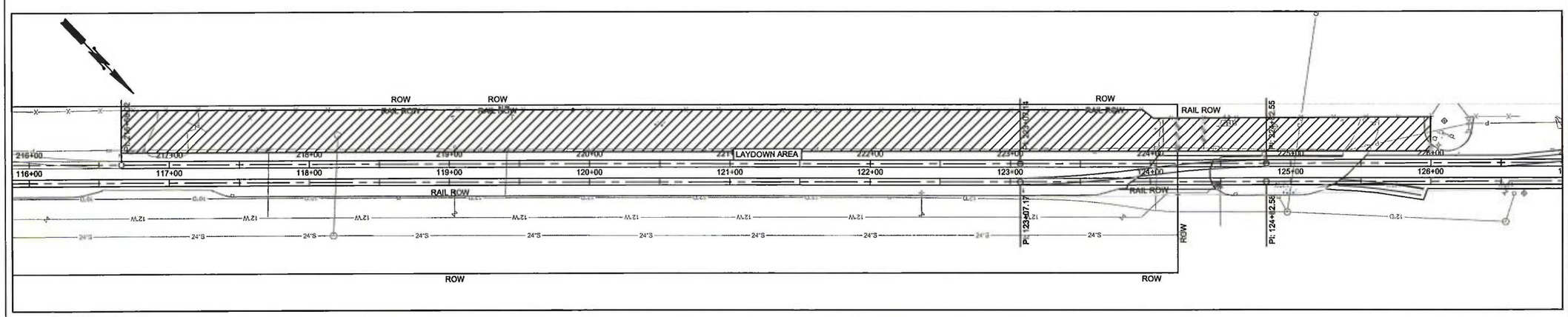
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

TOTE YARD UPGRADES
STA 114+00 TO 124+00
DEMOLITION

RAL–00105

SHEET NO.
SHEET 5 OF 14




*LAYDOWN AREA*
*STA 216+66 TO 226+00*
*FROM 8.5' LEFT TO FENCE*

1" = 40'

## *DEMOLITION NOTES*

1. PROVIDE INLET PROTECTION TO EXISTING CATCH BASIN PER SPECIFICATION 8-01 UNTIL REMOVAL OR END OF CONSTRUCTION ACTIVITIES
2. TO BE REMOVED

CHRISTOPHER N. STOREY
STATE OF WASHINGTON
37630
REGISTERED
PROFESSIONAL ENGINEER

HORIZ. DATUM: N.A.D. 83/91
VERT. DATUM: N.G.V.D. 29
BENCH MARK: SBM
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CITY OF TACOMA

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| FIELD BOOKS | DRAWING NAME TOTE–DEMO.dwg | |

ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

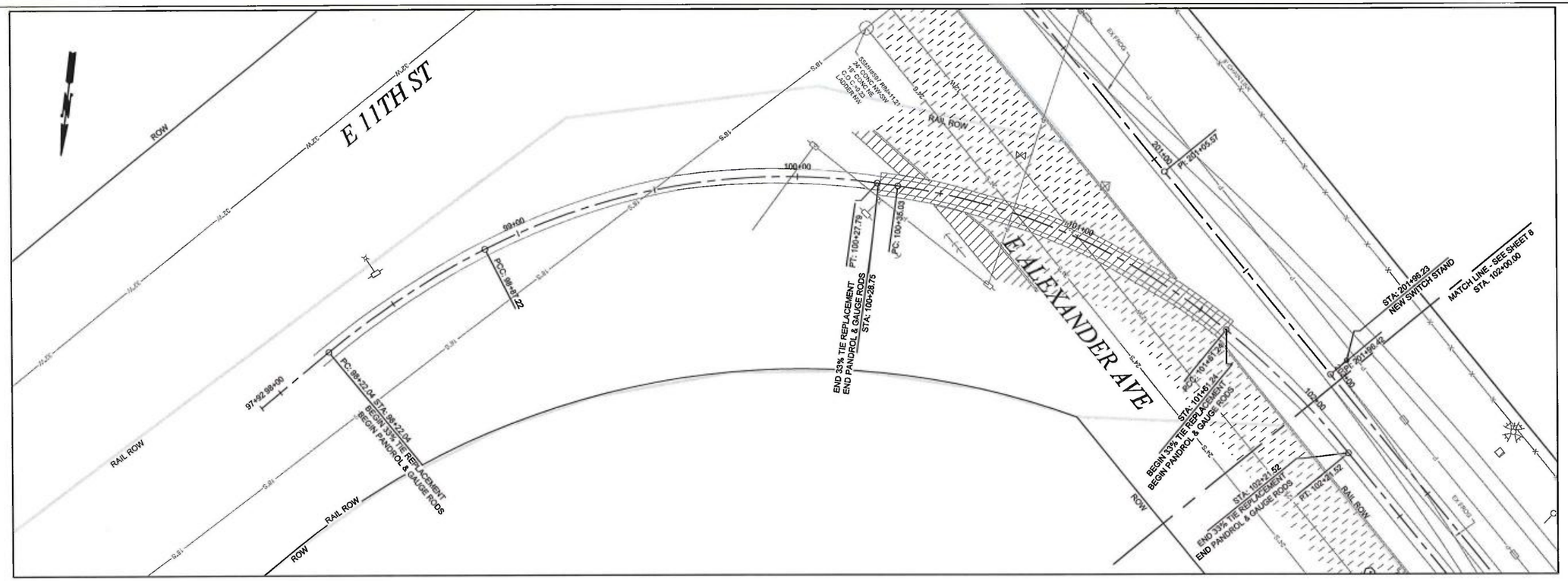
TOTE YARD UPGRADES
STA 124+00 TO 127+80
DEMOLITION

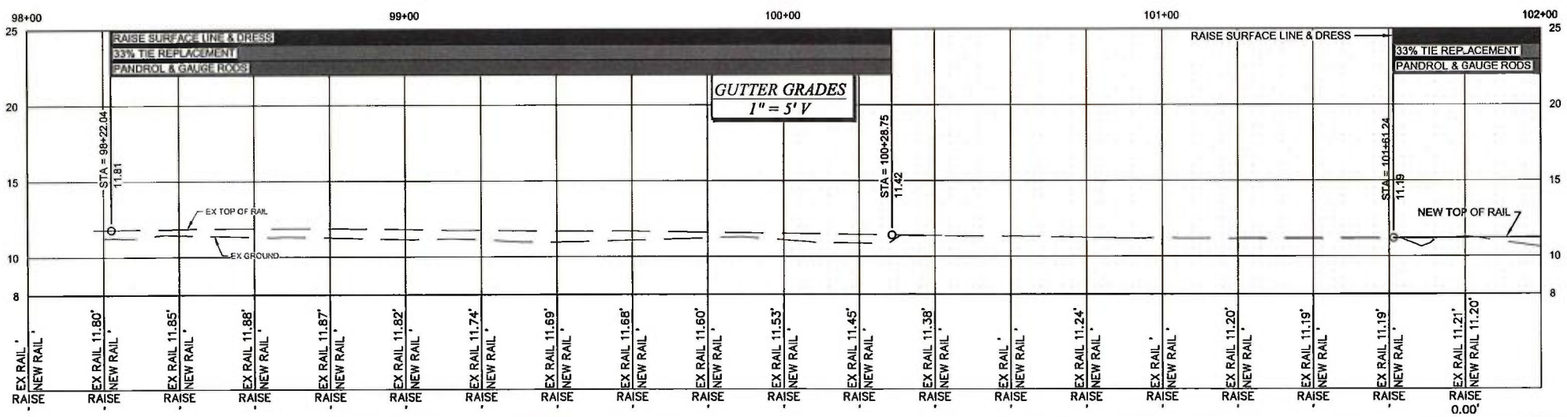
RAL–00105

SHEET NO.
SHEET 6 OF 14

## CONSTRUCTION NOTE

(2) PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES



CITY OF TACOMA

HORIZ. DATUM: N.A.D. 83/91
VERT. DATUM: N.G.V.D. 29
BENCH MARK: SBM
INTERSECTION OF E. 11TH ST.
AND ALEXANDER AVE.
ELEVATION = 11.81'

20 0 20 40 60
SCALE IN FEET

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|---|---|---|---|

| | | | |
|---|---|---|---|
| FINAL CONSTRUCTION CHECKED | DATE JULY 2020 | SCALE 1" = 20' | |
| BY | DESIGNED CNS | CHECKED CNS | |
| DATE | DRAWN COB | PROJECT NAME TOTE-YARD | |
| FIELD BOOKS | DRAWING NAME TOTE-CONST.dwg | | |

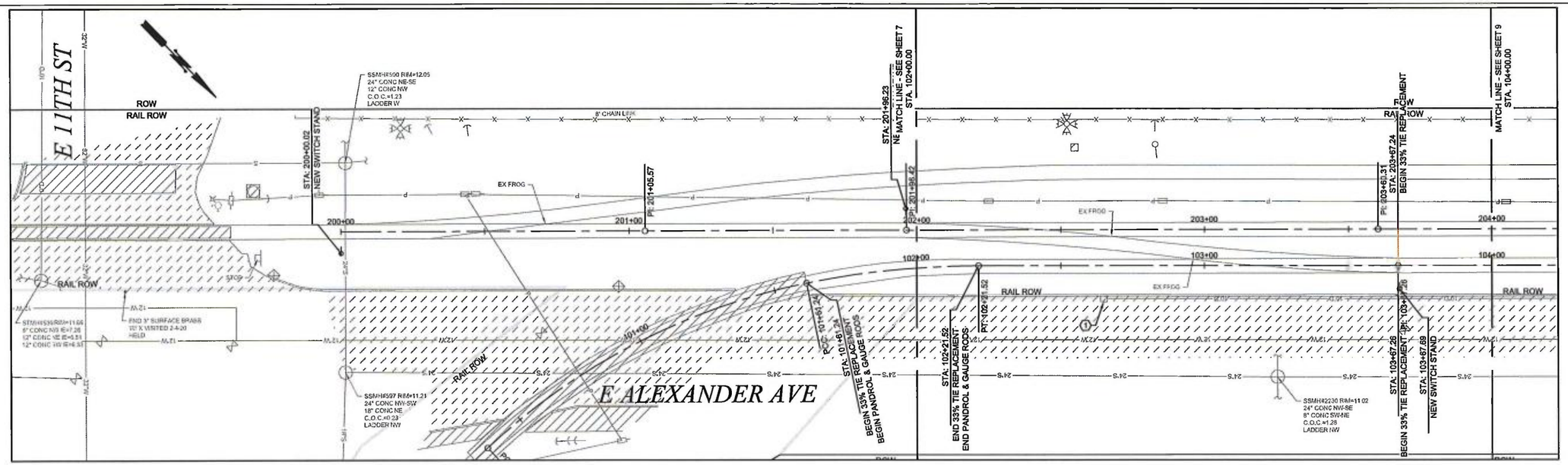
ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

TOTE YARD UPGRADES
STA 98+00 TO 102+00
RAIL PLAN & PROFILE

RAL-00105

SHEET NO.
SHEET 7 OF 14

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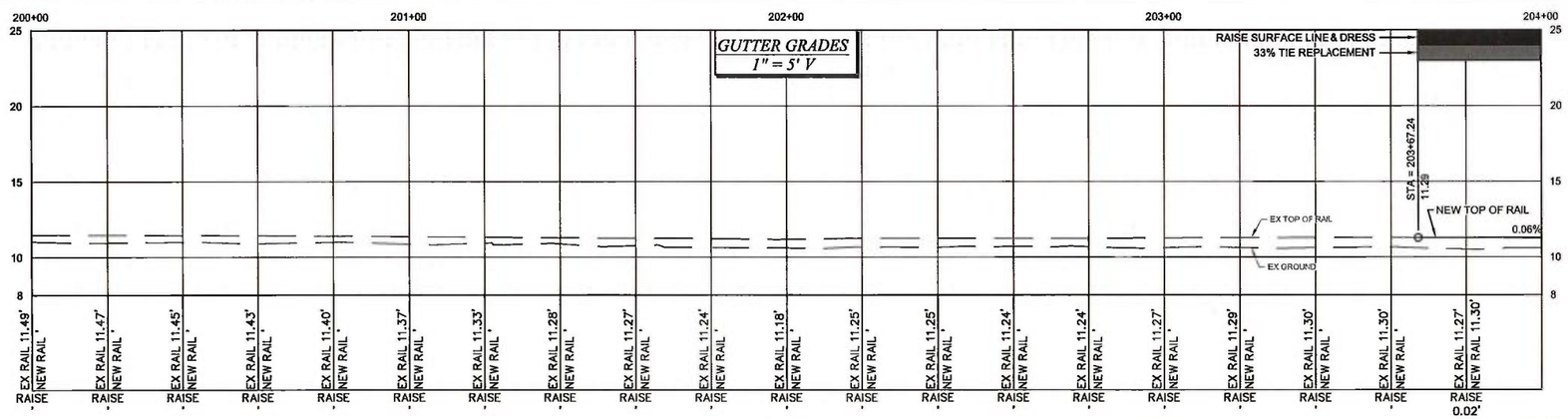


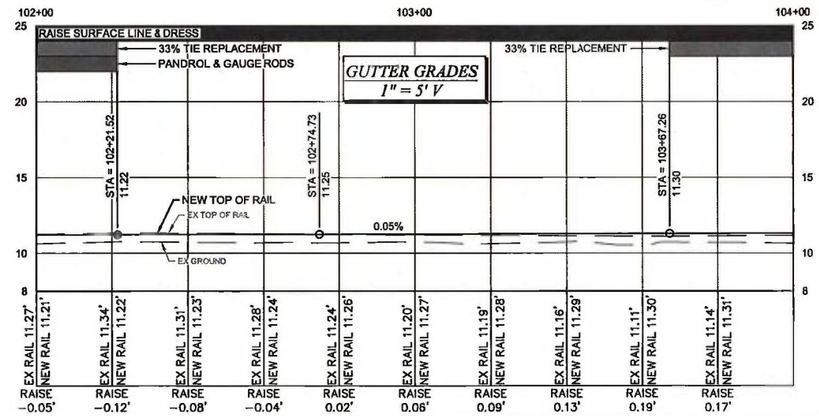

CITY OF TACOMA

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FINAL CONSTRUCTION CHECKED
BY
DATE
FIELD BOOKS

| | |
|---|---|
| DATE JULY 2020 | SCALE 1" = 20' |
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| DRAWN COB | PROJECT NAME TOTE-YARD |
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ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

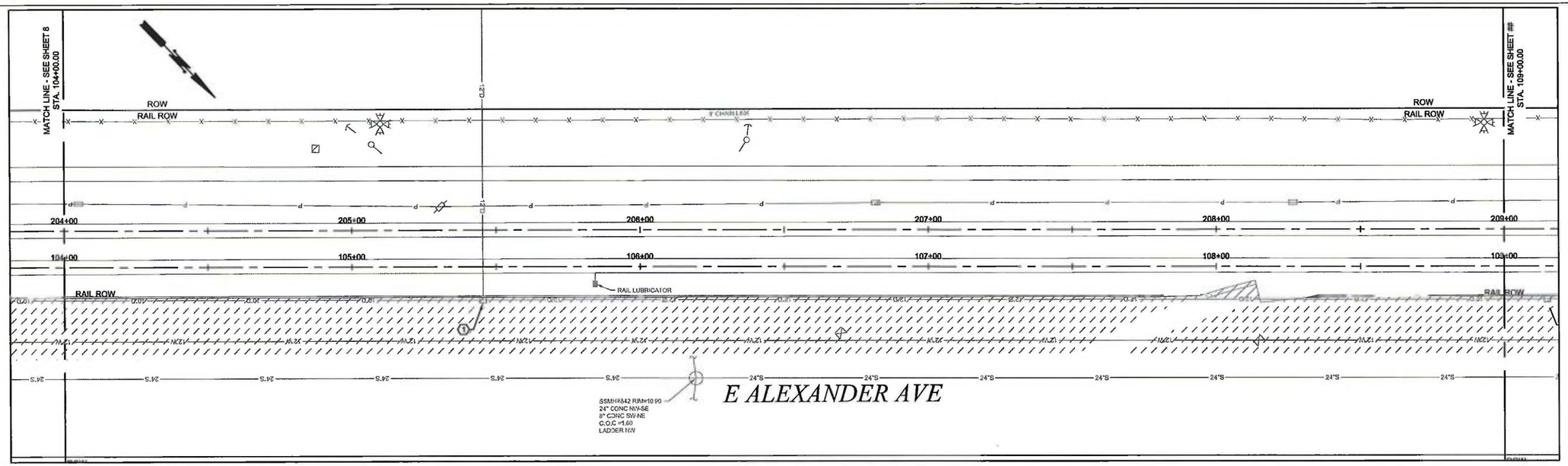
TOTE YARD UPGRADES
STA 102+00 TO 104+00
RAIL PLAN & PROFILE

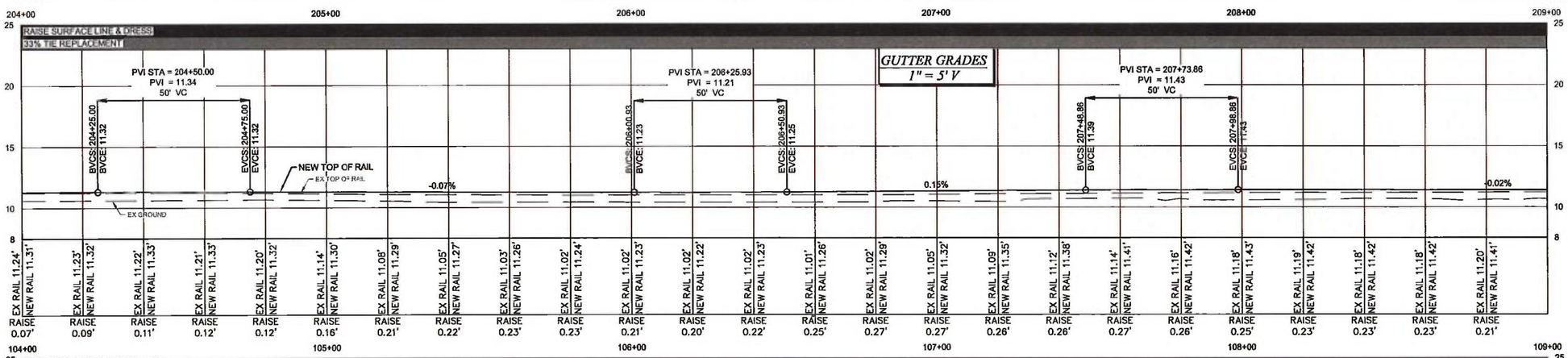
RAL-00105

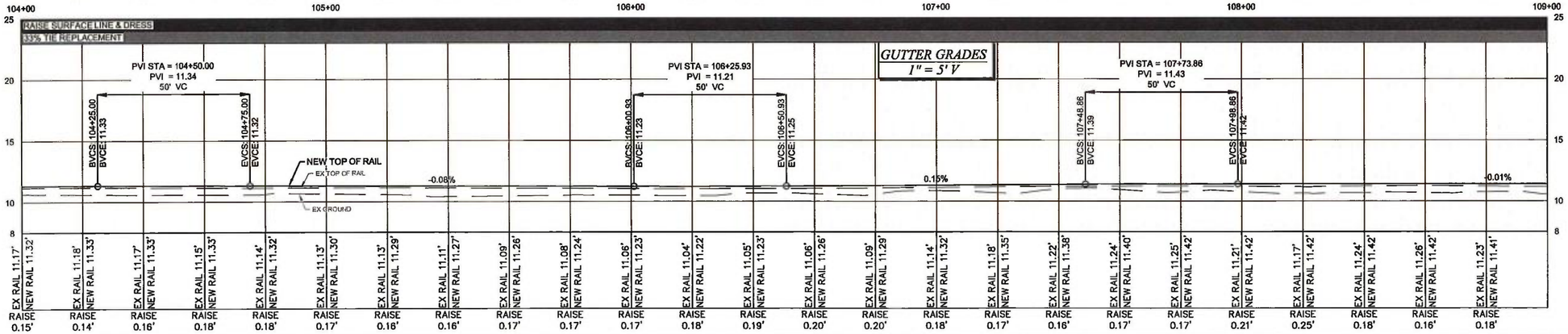
SHEET NO.
SHEET 8 OF 14

## CONSTRUCTION NOTE

(2) PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES



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CITY OF TACOMA

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|---|---|---|---|

FINAL CONSTRUCTION CHECKED
BY
DATE
FIELD BOOKS

| DATE | SCALE |
|---|---|
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| DRAWING NAME TOTE-CONST.dwg | |

ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

TOTE YARD UPGRADES
STA 104+00 TO 109+00
RAIL PLAN & PROFILE

RAL-00105

SHEET NO. 9 OF 14

## CONSTRUCTION NOTE

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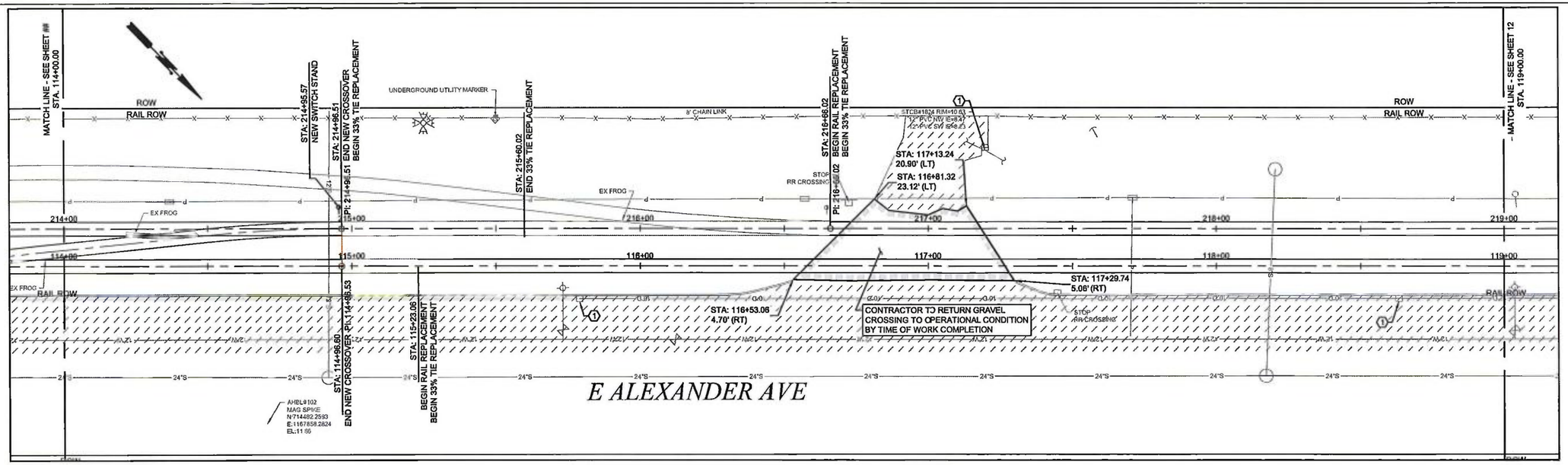


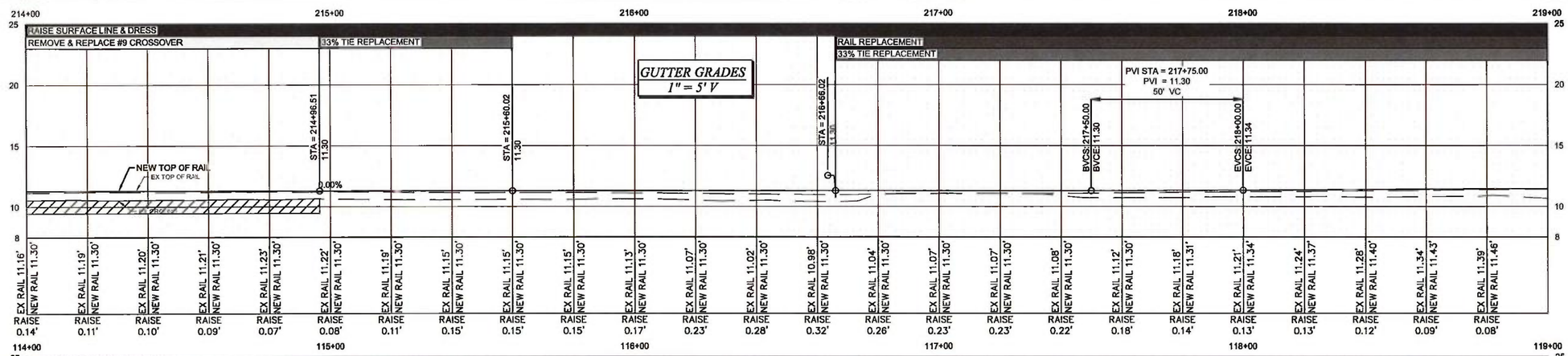

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CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555)OR VISIT ONLINE: www.calibeforeyoudig.org

Tacoma

| NO | REVISION | DATE | APPD |
|---|---|---|---|
| | | | |

FINAL CONSTRUCTION CHECKED
BY
DATE
FIELD BOOKS

| | |
|---|---|
| DATE JULY 2020 | SCALE 1" = 20' |
| DESIGNED CNS | CHECKED CNS |
| DRAWN COB | PROJECT NAME TOTE-YARD |
| DRAWING NAME TOTE-CONST.dwg | |

ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

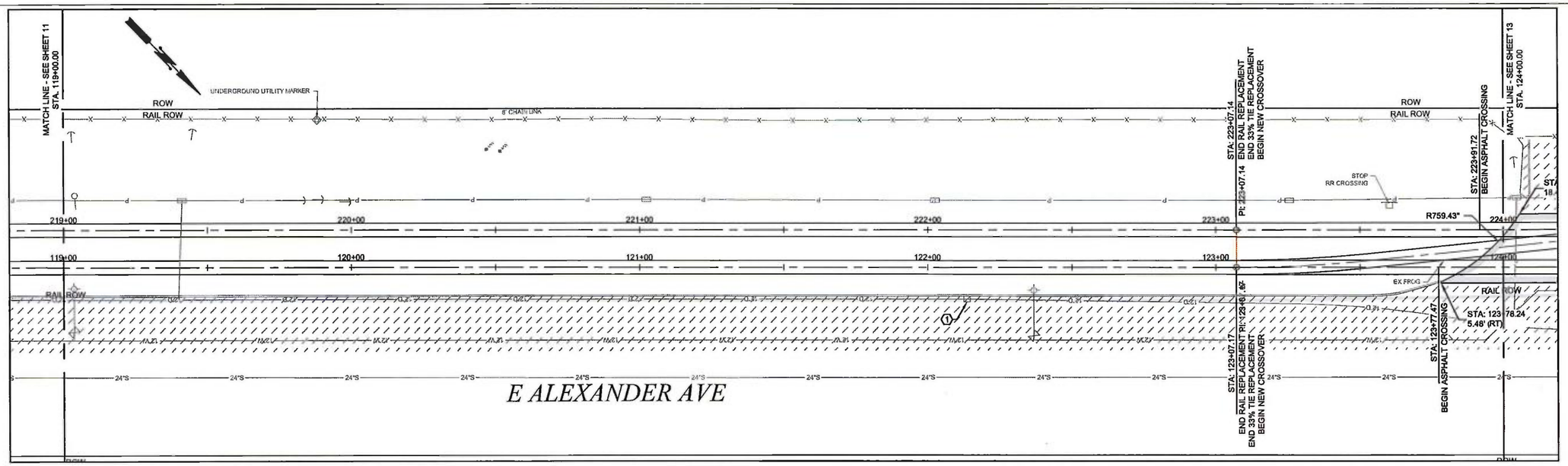
TOTE YARD UPGRADES
STA 114+00 TO 119+00
RAIL PLAN & PROFILE

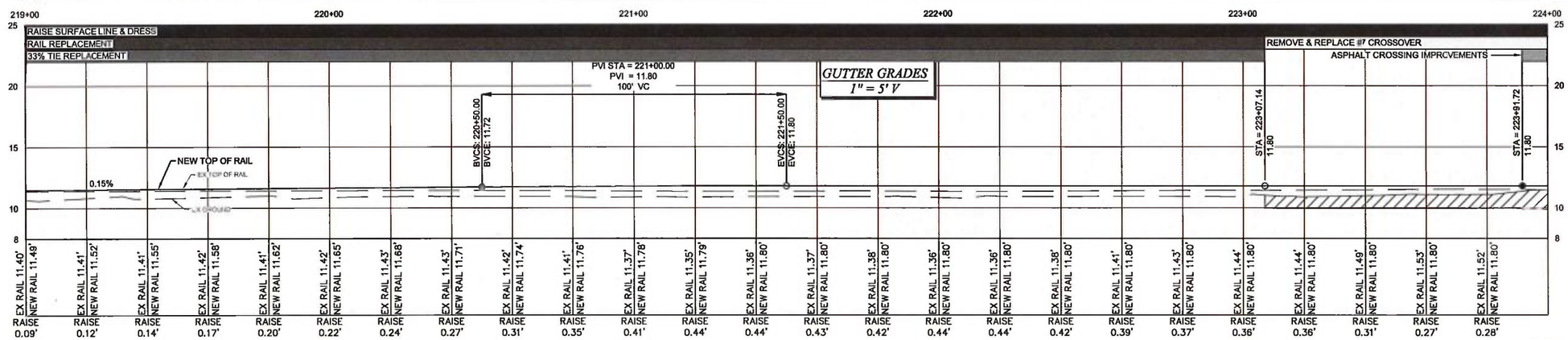
RAL-00105

SHEET NO.
SHEET 11 OF 14

## CONSTRUCTION NOTE

(2) PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES



HORIZ. DATUM: N.A.D. 83/91
VERT. DATUM: N.G.V.D. 29
BENCH MARK: SBM
INTERSECTION OF E. 11TH ST. AND ALEXANDER AVE.
ELEVATION = 11.81'

CITY OF TACOMA

20 0 20 40 60
SCALE IN FEET

### CALL BEFORE YOU DIG

EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POTHOLING AND AVOIDING ALL EXISTING UTILITIES.

CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555)OR VISIT ONLINE: www.callbeforeyoudig.org

Tacoma

| NO | REVISION | DATE | APPD |
|---|---|---|---|

FINAL CONSTRUCTION CHECKED
BY
DATE
FIELD BOOKS

| DATE | SCALE |
|---|---|
| JULY 2020 | 1" = 20' |
| DESIGNED CNS | CHECKED CNS |
| DRAWN COB | PROJECT NAME TOTE-YARD |
| DRAWING NAME TOTE-CONST.dwg | |

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION MANAGER

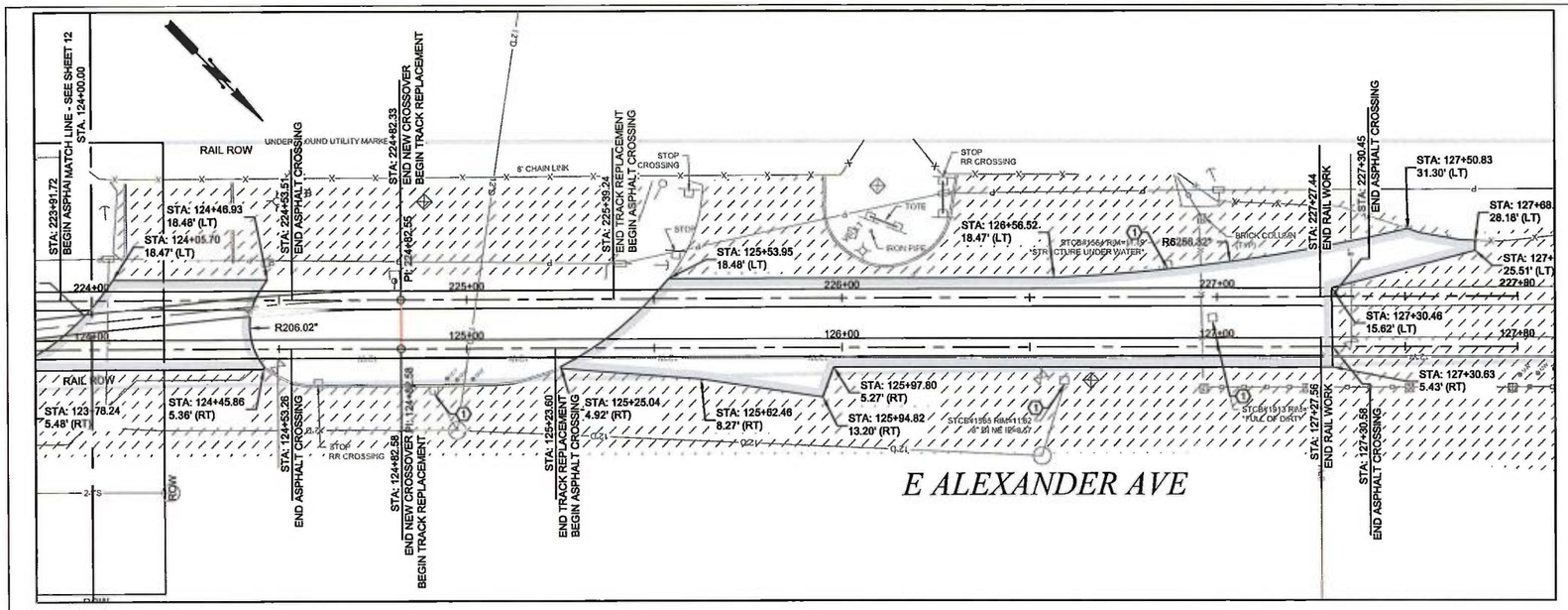
TOTE YARD UPGRADES
STA 119+00 TO 124+00
RAIL PLAN & PROFILE

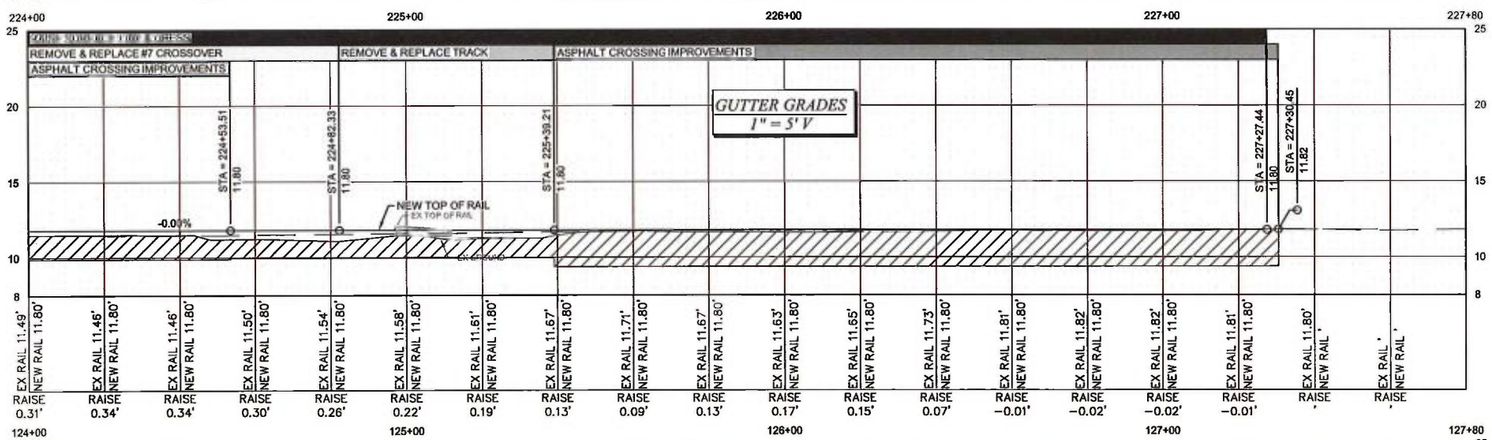
RAL-00105

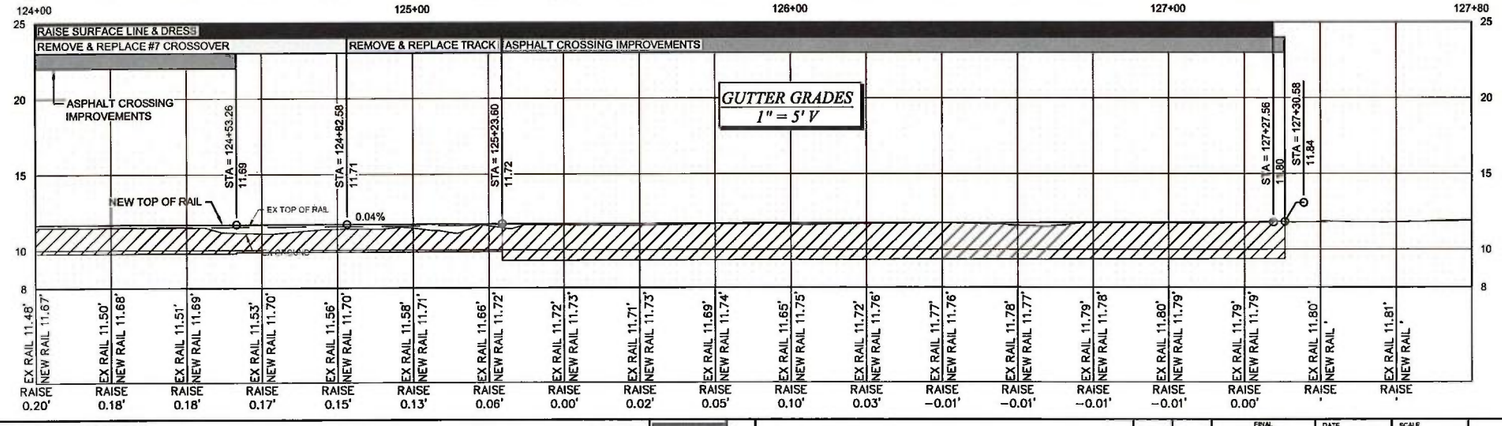
SHEET NO.
SHEET 12 OF 14

## CONSTRUCTION NOTE

(2) PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES




HORIZ. DATUM: N.A.D. 83/91
VERT. DATUM: N.G.V.D. 29
BENCH MARK: SBM
INTERSECTION OF E. 11TH ST.
AND ALEXANDER AVE.
ELEVATION = 11.81'

CITY OF TACOMA

20 0 20 40 60
SCALE IN FEET

CHRISTOPHER N. STOREY
STATE OF WASHINGTON
37830
REGISTERED
PROFESSIONAL ENGINEER

### CALL BEFORE YOU DIG

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CALL TWO BUSINESS DAYS BEFORE YOU DIG
(1-800-424-5555)OR VISIT ONLINE: www.callbeforeyoudig.org

Tacoma

| NO | REVISION | DATE | APPD |
|---|---|---|---|

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|---|---|---|
| FINAL CONSTRUCTION CHECKED | DATE JULY 2020 | SCALE 1" = 20' |
| BY | DESIGNED CNS | CHECKED CNS |
| DATE | DRAWN COB | PROJECT NAME TOTE-YARD |
| FIELD BOOKS | DRAWING NAME TOTE-CONST.dwg | |

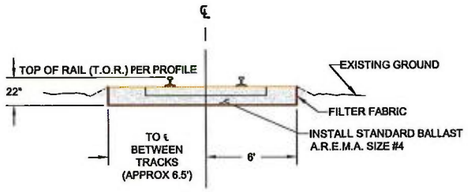
ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

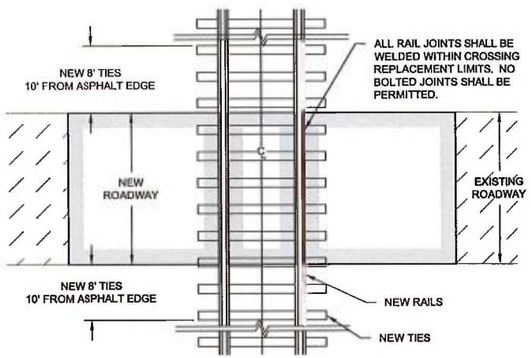
TOTE YARD UPGRADES
STA 124+00 TO 127+80
RAIL PLAN & PROFILE

RAL-00105

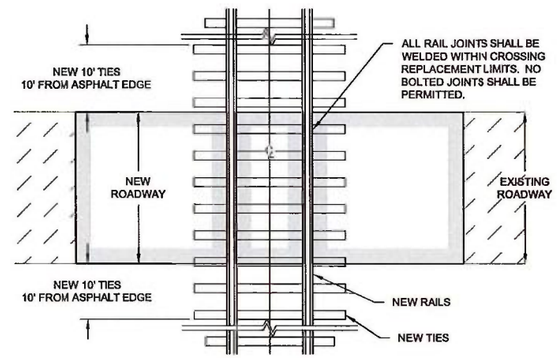
SHEET NO. 13 OF 14



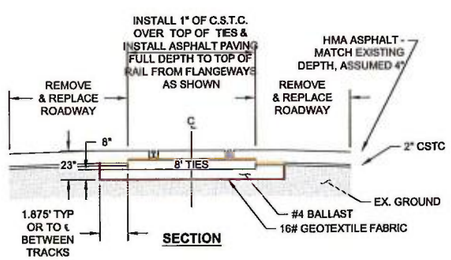

*STANDARD CROSS SECTION*
*IN EXCAVATION AREAS*
NTS



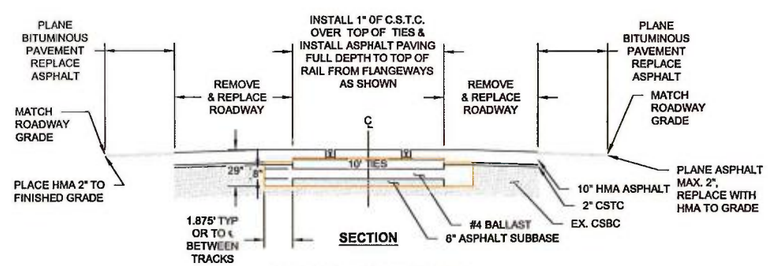

**PLAN VIEW**



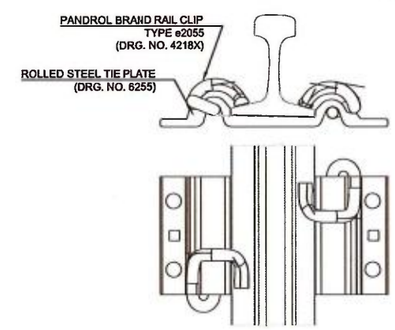

**PLAN VIEW**




*ASPHALT DRIVEWAY CROSSING*
*TRACK 1 ALIGN: STA 123+77.47 TO 124+53.26*
*TRACK 2 ALIGN: STA 223+91.72 TO 224+53.51*
NTS




*ASPHALT ROAD CROSSING*
*TRACK 1 ALIGN: STA 125+33.60 TO 127+30.58*
*TRACK 2 ALIGN: STA 225+39.21 TO 227+30.45*
NTS




*PANDROL PART SECTION*
*RAIL, CLIP & SHOULDER SHOWN IN FULL*
NTS

*CALL BEFORE YOU DIG*

EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POTHOLING AND AVOIDING ALL EXISTING UTILITIES.

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Tacoma

| NO | REVISION | DATE | APPD |
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| FINAL CONSTRUCTION CHECKED | DATE JULY 2020 | SCALE 1" = 5' |
| BY | DESIGNED CNS | CHECKED CNS |
| DATE | DRAWN COB | PROJECT NAME TOTE-YARD |
| FIELD BOOKS | DRAWING NAME TOTE-CONST.dwg | |

ENGINEERING DIVISION MANAGER

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

TOTE YARD UPGRADES
ALEXANDER AVE
DETAILS

RAL-00105

SHEET NO.
SHEET 14 OF 14

# APPENDIX B

# CITY OF TACOMA
# INSURANCE REQUIREMENTS

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

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

1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.

1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.

1.10. Liability insurance policies shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security

1.11. If coverage is approved and purchased on a “Claims-Made” basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.

1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.

1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.

1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.

1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.

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 <u>Commercial General Liability Insurance</u>
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.

4.2 <u>Commercial (Business) Automobile Liability Insurance</u>

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.

# 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 | Women Business Enterprise Requirement | Small Business Enterprise Requirement |
|---|---|---|
| **0%** | **0%** | **0%** |

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

**www.cityoftacoma.org/sbe**
**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: TR20-0218F**
**Date of Record: 8/3/2020**

***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.

# Goals/Requirements on Contracts

## A. Requirements

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

Contractors are also subject to the City's ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the Equity in Contracting Office at 253-591-5075 for assistance. The list of City of Tacoma SBE subcontractors is available at https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505. The list of MBE, WBE, and SBE certified firms from the Washington State Office of Minority and Women Owned Business Enterprises (OMWBE) can be found at: https://omwbe.diversitycompliance.com/

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

# Contract Compliance

## A. Benefits

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

## B. Requirements

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

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

## C. Key Performance Indicators

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

# Waivers

## A. Benefits

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

## B. Requirements

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

## C. Compliance

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

## D. Key Performance Indicators

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

# Version History

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

## Current Version

3.11.2020.1

## Previous Version(s)

2.21.2020.1

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

# EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the EIC subcontractors 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 subcontractors 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.** Subcontractor 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 |
|---|---|---|---|---|---|---|---|
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| | | | | | | | |
| | | | | | | | |
| **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 subcontractor.

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 subcontractor 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 subcontractors prior to bid opening. Call the EIC Office at 253-591-5075 for additional information.

# Application for Waiver of EIC Requirements

| **Section 1: Basic Information** | | | |
|---|---|---|---|
| Contractor's Name: | EIC Requirements | | |
| Street Address: | MBE % | WBE % | SBE % |
| City, State, ZIP Code: | | | |
| Contact E-mail Address: | | | |
| Contact Telephone No.: | | | |

| **Section 2: Type of EIC Waiver Requested** | | | |
|---|---|---|---|
| MBE Waiver: ☐ Total | ☐ Partial | If partial waiver, please enter the revised MBE percentage: | |
| WBE Waiver: ☐ Total | ☐ Partial | If partial waiver, please enter the revised WBE percentage: | |
| SBE Waiver: ☐ Total | ☐ Partial | If partial waiver, please enter the revised SBE percentage: | |
| Please explain the reason for the waiver request: | | | |

**Section 3: Supporting Documentation**

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:

☐ **Attachment A.** 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.

☐ **Attachment 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.

☐ **Attachment C.** 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.

☐ **Attachment D.** Description of the negotiations between the contractor and certified MWBEs/SBEs for the purposes of complying with the EIC requirements of this contract.

☐ **Attachment E.** 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.

☐ **Attachment F.** Other information deemed relevant to the request.

**Section 4: Signature and Contract Information**

By signing and submitting this form, 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 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 Employee Verification Form - This form is to be completed for every qualifying LEAP employee.
- LEAP Weekly Payroll Report - This form is to be completed and submitted with each certified payroll.

The forms above, LEAP Program Requirements, community empowerment zone maps, 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.

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 Abbreviated Program Requirements**: brief overview of LEAP Program requirements
- **Prime Contractor *LEAP* Utilization Plan**: to be submitted at the Pre-Construction Meeting **(*Required by Prime Contractor Only*)**
- **LEAP Employee Verification Form**: to be submitted on an ongoing basis for each qualified LEAP employee
- **LEAP Weekly Payroll Report**: must be attached and filled out to the front of each certified payroll
- **Tacoma Public Utilities Service Area Map**: for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- **Weekly Certified Payrolls**: to be submitted weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- **Statement of Intent to Pay Prevailing Wages**: to be submitted prior to commencing work
- **Affidavit of Wages Paid**: to be submitted upon completion of each contractor's work
- **Local Resident/Pierce County (State – Approved) Apprentice Verification Form**: to be submitted on an ongoing basis for each qualified LEAP employee
- **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 **carmstrong@cityoftacoma.org**.

City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 808
Tacoma, WA 98402
(253) 591-5826
FAX (253) 591-5232

# LEAP
## LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM
## ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. It requires Contractors performing qualifying public works projects or service contracts to ensure that 15 percent of the total labor hours worked on the project are performed by LEAP-Qualified Pierce County apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans and/or residents of Tacoma. Compliance may be met through any combination LEAP-Qualified employees. The Prime Contractor shall be solely responsible for meeting the LEAP Utilization Goal requirements.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Program at (253) 591-5826, Fax (253) 591-5232, or e-mail carmstrong@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 808**.**

**LEAP PROGRAM REQUIREMENTS:**

1. LOCAL EMPLOYMENT GOAL: The Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:

   a) Civil Projects over $250,000
   b) Building Projects over $750,000

2. APPRENTICE GOAL: The Contractor is required to ensure that 15 percent of the total Labor Hours worked on any project over $1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area.

3. SUBCONTRACTOR NOTIFICATION: Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.

4. FAILURE TO MEET LEAP UTILIZATION GOAL: Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

- 100% achievement $0.00 penalty
- 99% to 90% achievement $2.00 penalty
- 89% to 75% achievement $3.50 penalty
- 74% to 50% achievement $5.00 penalty
- 49% to 1% achievement $7.50 penalty
- 0% achievement $10.00 penalty

*Penalty may be waived in the best interests of the City of Tacoma.

**LEAP DOCUMENT SUBMITTALS**:**

1. *PRIME CONTRACTOR LEAP UTILIZATION PLAN (PCLUP):* The Contractor is required to provide the *PCLUP* at the **Pre-Construction meeting** showing the goals to be achieved for the project. The Contractor must identify in the *PCLUP* the estimated labor hours to be worked on the project by trade/craft persons.

2. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor will claim credit towards meeting the LUG with at least one piece of verifying documentation.

3. *LEAP WEEKLY PAYROLL REPORT:* The Prime and Subcontractors must complete and attach this form to the front of each weekly certified payroll when submitting to the LEAP Office for review.

4. *WEEKLY CERTIFIED PAYROLL*: The Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.

5. *L&I STATEMENT OF INTENT TO PAY PREVAILING WAGE FORM*: The LEAP Office shall be provided with a copy for every contractor on the project.

6. *L&I AFFIDAVIT OF WAGES PAID FORM*: The LEAP Office shall be provided with a copy for every contractor on the project.

***WITHHOLDING PROGRESS PAYMENTS*: The LEAP Coordinator may withhold progress payments for failure to submit required forms.

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

# PRIME CONTRACTOR
# LEAP UTILIZATION PLAN

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

**Part A**

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

**PART B** **PLANNED LEAP HOURS***

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

**Part C**

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

_____

_____

# General Instructions for completing Prime Contractor LEAP Utilization Plan

## Part A

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

## Part B

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

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

**LEAP Employee Categories:** Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, City of Tacoma Apprentice, Youth, or Veteran, Pierce County Apprentice, Youth, or Veteran.

For Watershed Projects: King County Apprentice – Approved by Washington State and/or Seattle Renewal Community (CEZ) Resident.

For Hydro Projects: Area Residents (residing in either Pierce County or the County where the work is performed: Lewis, Mason, Grays Harbor or Thurston County), Tacoma Community Empowerment Zone Resident, City of Tacoma Residents.

**Totals:** Total the number of hours in each of the six (6) columns.

**Total Planned LEAP Utilization Hours:** This is the total number of hours planned on this project to satisfy the LEAP Utilization Goal.

## 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.

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 EMPLOYEE VERIFICATION FORM

Contractor/Sub:_____ Specification Number:_____

Project Description:_____

Employee Name:_____ Craft:_____

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

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes):_____

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

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

Age:_____ Copy of DD-214:_____

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

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

_____ a. Resident within the geographic boundaries of the City of Tacoma

_____b. Resident within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

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

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

Signature of Employee:_____ Date:_____

Contractor Representative:_____ Date:_____

# LEAP EMPLOYEE VERIFICATION FORM

***To be Completed by Contractor or Subcontractor***

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

.....

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

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

_____ Driver's License with current address

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

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

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

No PO Boxes

Contractor Representative:_____ Date:_____

Title:_____

City of Tacoma
LEAP Office
747 Market Street Room. 900
Tacoma WA, 98402
Phone (253) 591-5826
Fax (253) 591-5232
www.cityoftacoma.org/leap

# LEAP
# Weekly Payroll Report

**Prime / Subcontractor:**_____ **Union** ☐ **Non-Union** ☐

**Specification Number:**_____ **Project:** _____

**Payroll Week Ending Date:** _____ **Payroll Number:** _____

**To the extent possible, Contractors shall recruit Apprentices from multiple trades or crafts. (LEAP Regulations Section III)**

**Failure to submit this report attached to Weekly Certified Payrolls may result in Progress Payments being withheld.**

**1) Total Labor hours worked by <u>all</u> employees this payroll period on *this job*:**_____

**2) Total Wages paid *including benefits* to <u>all</u> employees this payroll period on *this job*:**_____

**Please include below LEAP qualified employees that have been verified by the LEAP Office *only*. A LEAP employee is a City of Tacoma resident and/or a Washington State approved apprentice who is a resident of Pierce County.**
**(Use additional sheets if necessary)**

| 3) LEAP Employee Name | 4) Social Security Number | 5) Craft | 6) Class J / A | 7) Type of hours | 8) Hours worked (this job) | 9) Hourly Rate of pay incl. F/B |
|---|---|---|---|---|---|---|
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |

I, the undersigned, affirm that the information contained herein is true and correct.

_____ _____ _____
Signature of Responsible Officer Title Date

# Instructions for completing the LEAP Weekly Payroll Report

If no work was performed on this job for this week, write **No Work Performed** on line # 1.

If work was performed on this job for this week, complete the form using the following instructions.

1) Enter the number of hours worked on this job by **all** employees
2) Enter the total Gross wages paid to **all** employees, (including fringe benefits) for this job
3) Enter employee name for **LEAP** qualified employees
4) Enter Social Security Number
5) Enter Craft as listed on Labor & Industries Intent to Pay Prevailing Wage
   - if this employee worked in more than one craft category, enter 5) through 9) on separate lines
6) Enter the employee class, Journeyman (J) or Apprentice (A)
7) Enter type of hours (regular (R) , overtime (O), double time (DT), for this employee
   - for each change in type of hours enter 5) through 9) on separate lines
8) Enter the hours worked by this employee
9) Enter the rate of pay (including fringe benefits) for this employee

---

Sample

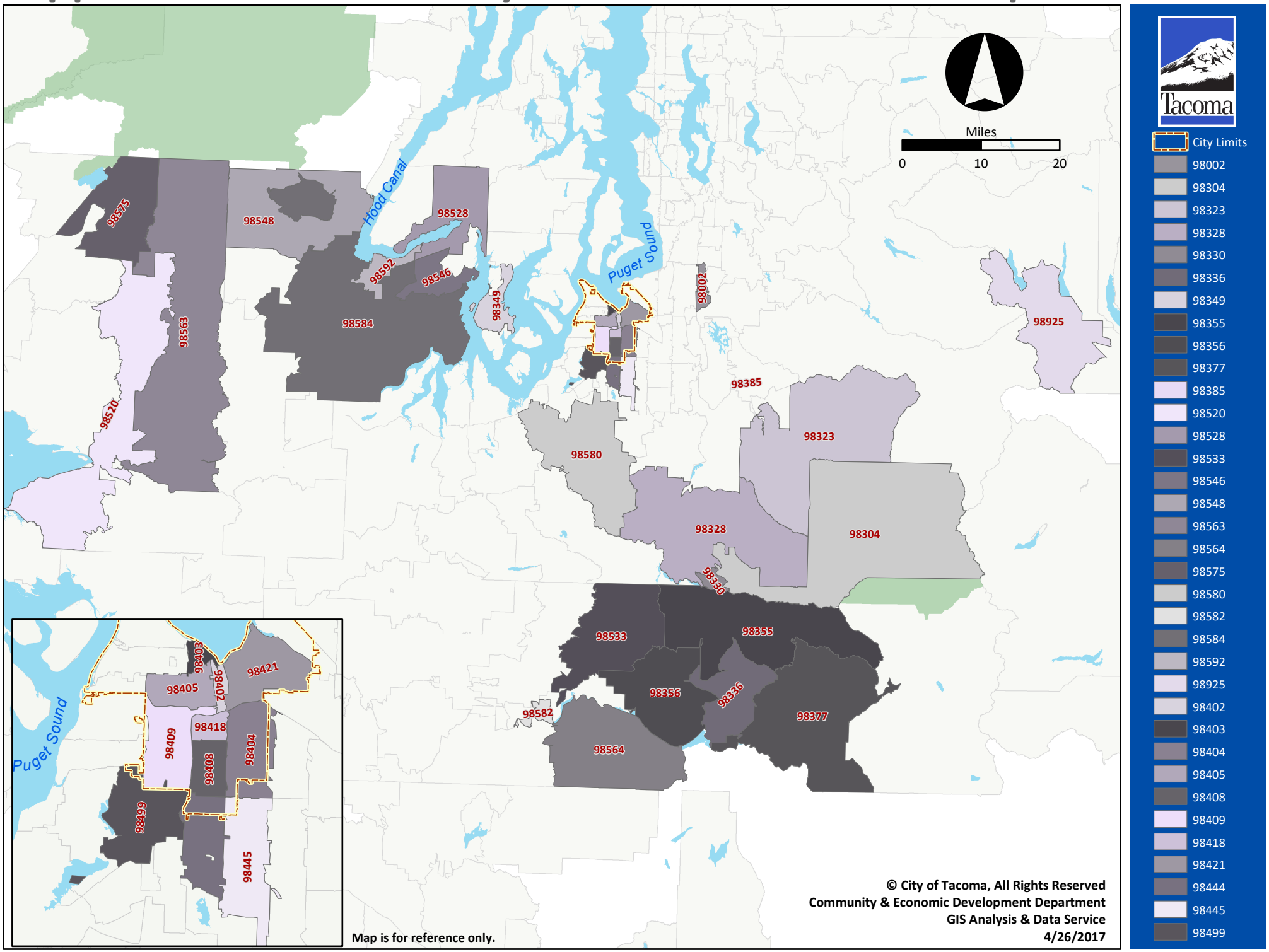
**1) Total hours worked on this job by all employees** 142

**2) Total gross pay for all employees working on this job** $ 5412.91

**The following employees have been identified as qualified LEAP employees for the purpose of meeting the LEAP Utilization Goal for this project.**

| 3) Employee Name | 4) Social Security Number | 5) Craft | 6) Class J / A | 7) Type of hours | 8) Hours worked (this job) | 9) Hourly Rate of pay incl. F/B |
|---|---|---|---|---|---|---|
| Joe Smith | 123-45-6789 | Laborer | J | R | 15 | $31.34 |
| | | Laborer | J | O | 5 | $47.01 |
| Tom Thompson | 987-65-4321 | Laborer | J | R | 8 | $31.34 |
| | | Power Equipment Operator | J | R | 8 | $37.24 |
| Ken Swanson | 654-59-7531 | Electrician | A | R | 32 | $29.93 |
| | | | | | | |

# Appendix C: Economically Distressed ZIP Codes Map



# 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. (69th percentile)
"Unemployed" = Unemployment rate (45th percentile)
"25+ College" = People at or above 25 years old without a college degree. (75th percentile)

# Tacoma Public Utility Service Area

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

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

| | |
|---|---|
| 98443 | Tacoma |
| 98444 | Tacoma |
| 98445 | Tacoma |
| 98446 | Tacoma |
| 98447 | PLU |
| 98465 | Tacoma |
| 98466 | Tacoma |
| 98467 | University Place |
| 98498 | Lakewood |
| 98499 | Lakewood |
| 98520 | Aberdeen |
| 98524 | Allyn |
| 98528 | Belfair |
| 98533 | Cinebar |
| 98546 | Grapeview |
| 98548 | Hoodsport |
| 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.

# 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 |

# 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 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.

J. "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.

K. "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).

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

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

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

O. "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.

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

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

R. "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.

S. "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.

T. "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.

U. "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.

V. "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."

W. "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.

X. "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.

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

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

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

## 1.90.040 LEAP goals.

A. Utilization Goals.

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

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

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

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

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

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

B. Failure to Meet Utilization Goal.

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

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

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

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

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

D. LEAP Goal Adjustments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

### 1.90.080 Enforcement.

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

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

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

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

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

### 1.90.090 Compliance with applicable law.

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

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

### 1.90.100 Review and reporting.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

### 1.90.105 Authority.

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

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

### 1.90.110 Interpretation.

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

(Ord. 26301 § 1; passed Oct. 6, 1998)

# P A R T  V

# STATE PREVAILING WAGE RATES

# 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.