



City of Tacoma
Tacoma Public Utilities
Tacoma Rail

SPECIFICATION NO. TR21-0575F

Taylor Way Curve Tie Replacement

Project No. RAL-00117

CITY OF TACOMA

**Tacoma Public Utilities
Tacoma Rail**

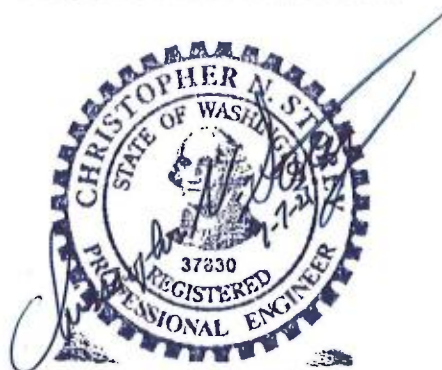
REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

**SPECIFICATION NO.
TR21-0575F**

Taylor Way Curve Tie Replacement

PROJECT NO. RAL-00117



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

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

SPECIFICATION NO. TR21-0575F

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NOTE: ALL BIDDERS MUST HAVE A COPY OF THE SPECIFICATIONS AND THE BID SUBMITTAL PACKAGE

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**City of Tacoma
Tacoma Rail**

**REQUEST FOR BIDS TR21-0575F
Taylor Way Curve Tie Replacement**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 10, 2021

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

By Carrier:

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

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

In Person:

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

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

By Mail:

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

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

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

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

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

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

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

Project Scope: Replacing ties and installing Pandrol plates on a Tacoma Rail Curve in the tide flats.

Estimate: \$125,000.00

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

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

Federal Title VI Information:

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

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

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

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

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

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

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 via email to bids@cityoftacoma.org no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City's website for the attention of all prospective bidders.

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City's Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$500,000 and by Contracts and Awards Board for contracts greater than \$500,000.

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. TR21-0575F

Taylor Way Curve Tie Replacement

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. RAL-00117 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 8-30	COVID 19 Health and Safety Plan	1 Lump Sum	Lump Sum	\$ _____
2. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
3. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
4. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
5. 8-01	Inlet Protection	4 Each	\$ _____	\$ _____
6. 8-31	Project Surveying	1 Lump Sum	Lump Sum	\$ _____
7. 8-31	Select Tie Replacement	75 Each	\$ _____	\$ _____
8. 8-31	Raise, Surface, Line and Dress	450 Track Ft.	\$ _____	\$ _____

Contractor's Name: _____
Specification No. TR21-0575F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. 8-31	#4 Ballast Incl. Haul	30 Ton	\$ _____	\$ _____
10. 8-31	Pandrol Plate Installation	340 Track Ft.	\$ _____	\$ _____

Base Bid (Subtotal Items Nos. 1 - 10)

\$ _____

10.3% Sales Tax (Items Nos. 1 - 10)

\$ _____

Contractor's Name: _____
Specification No. TR21-0575F

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. TR21-0575F Taylor Way Curve Tie Replacement

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



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 (**July 14, 2021**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No

STATEMENT OF QUALIFICATIONS FOR RAIL CONTRACTORS

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

Rail Contractor:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

Project Experience

#1 Project Name: _____

Owner: _____ Contact Person: _____

Description of Work (including size of area treated): _____

Completion Date: _____

#2 Project Name: _____

Owner: _____ Contact Person: _____

Description of Work (including size of area treated): _____

Completion Date: _____

#3 Project Name: _____

Owner: _____ Contact Person: _____

Description of Work (including size of area treated): _____

Completion Date: _____

#4 Project Name: _____

Owner: _____ Contact Person: _____

Description of Work (including size of area treated): _____

Completion Date: _____

#5 Project Name: _____

Owner: _____ Contact Person: _____

Description of Work (including size of area treated): _____

Completion Date: _____

STATEMENT OF QUALIFICATIONS FOR RAIL CONTRACTORS

On-Site Supervisor:

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

On-Site Supervisor: _____ **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 _____ **Years employed by contractor:** _____

#1 Project Name/Date: _____

Owner: _____ **Contact Person:** _____

Description of Work: _____

Completion Date: _____

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

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

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

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

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1 INTRODUCTION

2 (April 1, 2018 Tacoma GSP)

3
4 The following special provisions shall be used in conjunction with the "2020 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State
7 Department of Transportation (WSDOT). State Standard Specifications are available
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may
9 be downloaded, free of charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

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

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

22
23 (May 18, 2007 APWA GSP)

24 (August 7, 2006 WSDOT GSP)

25 (April 2, 2007 Tacoma GSP)

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

29 (*****)

30 DESCRIPTION OF WORK

31 (*****)

32
33 This Contract shall generally consist of replacing 33% of the ties along the Taylor Way
34 Wye Curve and replacing all tie plates with pandrol style 'e' clips.

35 1-01 DEFINITIONS AND TERMS

36 1-01.3 Definitions

37 (January 4, 2016 APWA GSP)

38
39 *Delete the heading Completion Dates and the three paragraphs that follow it, and
40 replace them with the following:*

41 Dates

42 Bid Opening Date

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

1 **Award Date**

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

4 **Contract Execution Date**

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

6 **Notice to Proceed Date**

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

8 **Substantial Completion Date**

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

14 **Physical Completion Date**

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

18 **Completion Date**

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

23 **Final Acceptance Date**

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

25
26 *Supplement this Section with the following:*

27
28 All references in the Standard Specifications, Amendments, or WSDOT General Special
29 Provisions, to the terms "Department of Transportation", "Washington State
30 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",
31 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".

32
33 All references to the terms "State" or "state" shall be revised to read "Contracting
34 Agency" unless the reference is to an administrative agency of the State of Washington,
35 a State statute or regulation, or the context reasonably indicates otherwise.

36
37 All references to "State Materials Laboratory" shall be revised to read "Contracting
38 Agency designated location".

39
40 All references to "final contract voucher certification" shall be interpreted to mean the
41 Contracting Agency form(s) by which final payment is authorized, and final completion
42 and acceptance granted.

43
44 **Additive**

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

48
49 **Alternate**

1 One of two or more units of work or groups of bid items, identified separately in the Bid
2 Proposal, from which the Contracting Agency may make a choice between different
3 methods or material of construction for performing the same work.
4

5 **Business Day**

6 A business day is any day from Monday through Friday except holidays as listed in
7 Section 1-08.5.
8

9 **Contract Bond**

10 The definition in the Standard Specifications for "Contract Bond" applies to whatever
11 bond form(s) are required by the Contract Documents, which may be a combination of a
12 Payment Bond and a Performance Bond.
13

14 **Contract Documents**

15 See definition for "Contract".
16

17 **Contract Time**

18 The period of time established by the terms and conditions of the Contract within which
19 the Work must be physically completed.
20

21 **Notice of Award**

22 The written notice from the Contracting Agency to the successful Bidder signifying the
23 Contracting Agency's acceptance of the Bid Proposal.
24

25 **Notice to Proceed**

26 The written notice from the Contracting Agency or Engineer to the Contractor authorizing
27 and directing the Contractor to proceed with the Work and establishing the date on
28 which the Contract time begins.
29

30 **Traffic**

31 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs,
32 and equestrian traffic.
33
34
35
36

37 *This section is supplemented with the following:*

38 **(April 15, 2020 Tacoma GSP)**
39

40 All references to the acronym UDBE" shall be revised to read "DBE/EIC".
41

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

45 **Base Bid**

46 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,
47 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to
48 Section 1-07.2.
49

50 **Calendar Day**

1 The time period of 24 hours measured from midnight to the next midnight, including
2 weekends and holidays.
3

4 **Change Order**

5 A written order to the Contractor, issued by the Contracting Agency after execution of
6 the contract, authorizing an addition, deletion, or other revision in the Work, within the
7 scope of the Contract Documents, and establishing the basis of payment and time
8 adjustments, if any, for the Work affected by the change.
9

10 **Day**

11 Unless otherwise specified, a calendar day.
12

13 **Deductive**

14 A supplemental unit of work or group of Bid Items, identified separately in the Bid, which
15 may, at the discretion of the Contract Agency, be deducted from the Base Bid should the
16 Contract Agency choose not to Award the total Base Bid.
17

18 **Grand Total Price**

19 The Grand Total Price of the Contract will include the Base Bid, Additives, Alternates,
20 Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2.
21

22 **Standard Specifications**

23 Divisions One through Nine of the specified edition of the WSDOT "Standard
24 Specifications for Road, Bridge, and Municipal Construction."
25
26

27 **END OF SECTION**
28

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

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

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

5
6 **1-02.1 Qualifications of Bidder**
7 **(January 24, 2011 APWA GSP)**
8

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

13 *Add the following new section:*

14 **1-02.1(1) Supplemental Qualifications Criteria**
15 **(March 25, 2009 Tacoma GSP)**
16

17 In addition, the Contracting Agency has established Contracting Agency-specific and/or
18 project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for
19 determining Bidder responsibility, including the basis for evaluation and the deadline for
20 appealing a determination that a Bidder is not responsible. These criteria are contained
21 in the 1-02.14
22

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

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

26
27 Information as to where Bid Documents can be obtained or reviewed can be found in the
28 Call for Bids (Advertisement for Bids) for the work.
29

30 After award of the contract, plans and specifications will be issued to the Contractor at
31 no cost as detailed below:
32

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

33
34 Additional plans and Contract Provisions may be obtained by the Contractor from the
35 source stated in the Call for Bids, at the Contractor's own expense.
36
37
38

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

3
4 *The first sentence of the last paragraph is revised to read:*

5
6 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
7 shall request the explanation or interpretation in writing by close of business 6 business
8 days preceding the bid opening to allow a written reply to reach all prospective Bidders
9 before the submission of their Bids.

10
11 **1-02.5 Proposal Forms**
12 **(July 31, 2017 APWA GSP)**

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

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

25
26 The Contracting Agency reserves the right to arrange the proposal forms with alternates
27 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
28 bid on all alternates and additives set forth in the Proposal Form unless otherwise
29 specified.

30
31 **1-02.6 Preparation of Proposal**
32 **(July 11, 2018 APWA GSP)**

33
34 *Supplement the second paragraph with the following:*

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

39
40 *Delete the last two paragraphs, and replace them with the following:*

41
42 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
43 Subcontractor to perform those items of work.

44
45 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
46 Compliance form, provided by the Contracting Agency. Failure to return this certification
47 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
48 Award. A Contractor Certification of Wage Law Compliance form is included in the
49 Proposal Forms.

50
51 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

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

3
4 A bid by a partnership shall be executed in the partnership name, and signed by a
5 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any
6 UDBE requirements are to be satisfied through such an agreement.

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

12
13 **1-02.7 Bid Deposit**
14 **(April 1, 2012 Tacoma GSP)**

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

16
17 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit
18 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any
19 proposal bond shall be on a form acceptable to the Contracting Agency and shall be
20 signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any
21 way to modify the minimum 5 percent required. The Surety shall: (1) be registered with
22 the Washington State Insurance Commissioner, and (2) appear on the current
23 Authorized Insurance List in the State of Washington published by the Office of the
24 Insurance Commissioner.

25
26 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid
27 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.

28
29 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be
30 followed. No variations from the language thereof will be accepted.

31
32 If submitting your bid electronically, a scanned version of the original bid bond must
33 accompany your electronic bid submittal. The original bid bond shall be sent to the
34 Contracting Agency and postmarked no later than the day of bid opening. **Original**
35 **bid bonds will be delivered to:**

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

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

43
44 **1-02.9 Delivery of Proposal**
45 **(April 1, 2018 Tacoma GSP)**

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

47
48 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
49 Project Number as stated in the Call for Bids clearly marked on the outside of the
50 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
51 delivery.

1 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance
2 with Wage Payment Statutes" document where the Bidder under penalty of perjury
3 verifies that the Bidder is in compliance with responsible bidder criteria in RCW
4 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of
5 Compliance with Wage Payment Statutes" document shall be received with the Bid
6 Proposal.

8 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

10 Delete this section, and replace it with the following:

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

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

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

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

31 **1-02.12 Public Opening of Proposals**

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

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

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

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

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

45 **1-02.13 Irregular Proposals**

46 **(June 20, 2017 APWA GSP)**

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

- 49 1. A Proposal will be considered irregular and will be rejected if:
 - 50 a. The Bidder is not prequalified when so required;

- b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The Bidder fails to submit or properly complete an Underutilized Disadvantaged Business Enterprise Certification, if applicable, as required in Section 1-02.6;
 - i. The Bidder fails to submit written confirmation from each UDBE firm listed on the Bidder's completed UDBE Utilization Certification that they are in agreement with the bidder's UDBE participation commitment, if applicable, as required in Section 1-02.6, or if the written confirmation that is submitted fails to meet the requirements of the Special Provisions;
 - j. The Bidder fails to submit UDBE Good Faith Effort documentation, if applicable, as required in Section 1-02.6, or if the documentation that is submitted fails to demonstrate that a Good Faith Effort to meet the Condition of Award was made;
 - k. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - l. More than one Proposal is submitted for the same project from a Bidder under the same or different names.
2. A Proposal may be considered irregular and may be rejected 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 EIC requirements as described in Section 1-02.6.

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

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

1 any additional information obtained by the Contracting Agency which is believed to be
2 relevant to the matter.

3
4 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
5 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
6 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
7 with this determination, it may appeal the determination within 24 hours of receipt of the
8 Contracting Agency's determination by presenting its appeal to the Contracting Agency.
9 The Contracting Agency will consider the appeal before issuing its final determination. If
10 the final determination affirms that the Bidder is not responsible, the Contracting Agency
11 will not execute a contract with any other Bidder until at least two business days after the
12 Bidder determined to be not responsible has received the final determination.

13
14 **1-02.15 Pre Award Information**
15 **(August 14, 2013 APWA GSP)**

16
17 *Revise this section to read:*

18
19 Before awarding any contract, the Contracting Agency may require one or more of these
20 items or actions of the apparent lowest responsible bidder:

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

32
33
34 **END OF SECTION**
35

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

2
3 **1-03.1 Consideration of Bids**

4 **(January 23, 2006 APWA GSP)**

5 *Revise the first paragraph to read:*

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

18
19 **1-03.2 Award of Contract**

20 **(March 27, 2003 Tacoma GSP)**

21
22 All references to 45 calendar days shall be revised to read 60 calendar days.

23
24 **1-03.3 Execution of Contract**

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

26 *Revise this section to read:*

27
28 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
29 available for signature by the successful bidder on the first business day following
30 award. The number of copies to be executed by the Contractor will be determined by the
31 Contracting Agency.

32
33 Within 10 calendar days after the award date, the successful bidder shall return the
34 signed Contracting Agency-prepared contract, an insurance certification as required by
35 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
36 execution of the contract by the Contracting Agency, the successful bidder shall provide
37 any pre-award information the Contracting Agency may require under Section 1-02.15.

38
39 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
40 Agency nor shall any work begin within the project limits or within Contracting Agency-
41 furnished sites. The Contractor shall bear all risks for any work begun outside such
42 areas and for any materials ordered before the contract is executed by the Contracting
43 Agency.

44
45 If the bidder experiences circumstances beyond their control that prevents return of the
46 contract documents within the calendar days after the award date stated above, the
47 Contracting Agency may grant up to a maximum of 10 additional calendar days for
48 return of the documents, provided the Contracting Agency deems the circumstances
49 warrant it.

1 **1-03.4 Contract Bond**

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

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

4
5 The successful bidder shall provide executed payment and performance bond(s) for the
6 full contract amount. The bond may be a combined payment and performance bond; or
7 be separate payment and performance bonds. In the case of separate payment and
8 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 9 1. Be on Contracting Agency-furnished form(s);
- 10 2. Be signed by an approved surety (or sureties) that:
- 11 a. Is registered with the Washington State Insurance Commissioner, and
- 12 b. Appears on the current Authorized Insurance List in the State of Washington
- 13 published by the Office of the Insurance Commissioner,
- 14 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
- 15 and conditions under the Contract, including but not limited to the duty and
- 16 obligation to indemnify, defend, and protect the Contracting Agency against all
- 17 losses and claims related directly or indirectly from any failure:
- 18 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
- 19 subcontractors of the Contractor) to faithfully perform and comply with all
- 20 contract obligations, conditions, and duties, or
- 21 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
- 22 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
- 23 subcontractors, material person, or any other person who provides supplies
- 24 or provisions for carrying out the work;
- 25 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on
- 26 the project under titles 50, 51, and 82 RCW; and
- 27 5. Be accompanied by a power of attorney for the Surety's officer empowered to
- 28 sign the bond; and
- 29 6. Be signed by an officer of the Contractor empowered to sign official statements
- 30 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be
- 31 signed by the president or vice president, unless accompanied by written proof of
- 32 the authority of the individual signing the bond(s) to bind the corporation (i.e.,
- 33 corporate resolution, power of attorney, or a letter to such effect signed by the
- 34 president or vice president).

35
36 *Add the following new section:*

37
38 **1-03.4(1) Retainage in Lieu of Contract Bond**

39 **(May 17, 2018 APWA GSP)**

40
41 For contracts of \$150,000 or less, the Contractor may, at the Contractor's option,
42 authorize the Contracting Agency to retain 10% of the contract amount in lieu of
43 furnishing a performance and/or payment bond. If the Contractor elects this option, the
44 retainage shall be held for a period of thirty (30) days after the date of final acceptance,
45 or until receipt of all necessary releases from the Departments of Revenue and of Labor
46 and Industries and settlement of any liens filed under RCW 60.28, whichever is later.
47 The Contractor must advise the Contracting Agency in writing of the Contractor's
48 election to authorize retainage in lieu of a bond, at the time of execution of the Contract.

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

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

17 *The first sentence is revised to read:*

18
19 Failure to return the insurance certification and bond with the signed contract as required
20 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
21 in the contract, or failure or refusal to sign the Contract, or failure to register as a
22 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
23 of this Bidder
24

25
26 **END OF SECTION**
27

1
2 **1-04 SCOPE OF THE WORK**
3

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

7 *Revise the second paragraph to read:*
8

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

- 11 1. Addenda,
12 2. Proposal Form,
13 3. Special Provisions,
14 4. Contract Plans,
15 5. Amendments to the Standard Specifications,
16 6. Standard Specifications,
17 7. Contracting Agency's Standard Plans or Details (if any), and
18 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
19
20
21

22 **END OF SECTION**
23
24

1 **1-05 CONTROL OF WORK**

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

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

6
7 **1-05.3 Submittals**

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

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

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

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

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

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

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

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

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

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

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

1 Each submittal shall have a unique number assigned to it, and the transmittals shall be
2 sequentially numbered. The numbering of resubmittals shall meet the requirements of
3 Section 1-05.3(4). On each page, indicate the page number, and total number of pages
4 in each submittal.

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

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

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

- 16
17
 - Project Name: Taylor Way Curve Tie Replacement
 - 18 • Project Specification Number: TR21-0575F
 - 19 • Project No. RAL-00117
 - 20 • Submittal Date
 - 21 • Description of Submittal
 - 22 • Sequential, unique submittal number.
 - 23 • Related Specification Section and/or plan sheet
 - 24 • The following statement: "This document has been detail-checked for accuracy of
25 content and for compliance with the Contract documents. The information
26 contained herein has been fully coordinated with all involved Subcontractors."
 - 27 • Printed or typed name and signature of Contractor.

28

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

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

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

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

44
45 **1-05.3(3) Engineer's Review of Submittals**

46
47 The Engineer's review of drawings and data submitted by the Contractor will cover only
48 general conformity with the Contract drawings and specifications. The Engineer's review
49 of submittals shall not relieve the Contractor from responsibility for errors, omissions,
50 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
1-05.3(6)	Project Red Line Drawings
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
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)
8-30.1	COVID 19 Health and Safety Plan

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

2
3 The Contractor shall submit Project Red Line Drawings in accordance with the following.

4
5 Red line drawings refer to those documents maintained and annotated by the Contractor
6 during construction and is defined as, a neatly and legibly marked set of Contract
7 drawings showing any changes made to the original details of work.

8
9 The Contractor shall maintain drawings in good condition; protect from deterioration and
10 keep in a clean, dry, and secure location. The Project Red Line Drawings shall not be
11 used for construction purposes.

12
13 The Contractor shall provide to the City, access to Project Red Line Drawings at all
14 times during normal working hours.

15
16 Red line drawings shall be updated on a continuous basis. The Contractor shall bring
17 the up-to-date drawings to a monthly "red line review" meeting where the Engineer will
18 verify the maintenance of the Project Red Line Drawings as part of the condition
19 precedent to approving the monthly progress payment disbursement process. Monthly
20 progress payments to the Contractor may not be processed, if red line information for
21 the involved work to date has not been accurately recorded on the Project Red Line
22 Drawings.

23
24 At the completion of the construction work, prior to pre-final payment, all Project Red
25 Line Drawings shall be submitted to the Engineer.

26
27 A. Project Red Line Drawings:

28
29 Do not permanently conceal any work until required information has been recorded.
30 Mark drawings to show the actual installation where the installation varies from the
31 work as originally shown on the Contract drawings or indicated in the Contract
32 Specifications. Give particular attention to information on concealed elements that
33 would be difficult to measure and record at a later date.

- 34
35 1. Changes and information shall be clearly drawn, described and shown
36 technically correct.
37
38 2. Mark drawings with red erasable pencil.
39
40 3. Record data as soon as possible after obtaining it.
41
42 4. Mark any new information.
43
44 5. Keep accurate measurements of horizontal and vertical locations of
45 underground services and utilities.
46
47 6. Mark any changes made where installation varies from that shown
48 originally, such as, in materials, equipments, locations, alignments,
49 elevations, and any other dimensions of the work.
50

7. For any work not demolished, abated, or salvaged, cross out and appropriately annotate "Not Complete".
8. Indicate revisions to drawings with a "cloud" drawn around the revision and note date the revision(s) was made.
9. Note Request For Change (RFC), Request For Information (RFI), and similar identification, where applicable.

B. Format:

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

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

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

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

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

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

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

3
4 For all structural work such as bridges and retaining walls, the Contractor shall retain as
5 a part of Contractor's organization an experienced team of surveyors.

6
7 The Contractor shall provide all surveys required to complete the structure, except the
8 following primary survey control which will be provided by the Engineer:

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

14
15 The Contractor shall establish all secondary survey controls, both horizontal and vertical,
16 as necessary to assure proper placement of all project elements based on the primary
17 control points provided by the Engineer. Survey work shall be within the following
18 tolerances:

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

23
24 During the progress of the work, the Contractor shall make available to the Engineer all
25 field books including survey information, footing elevations, cross sections and
26 quantities.

27
28 The Contractor shall be fully responsible for the close coordination of field locations and
29 measurements with appropriate dimensions of structural members being fabricated.

30
31 **1-05.7 Removal of Defective and Unauthorized Work**
32 **(October 1, 2005 APWA GSP)**

33 *Supplement this section with the following:*

34
35 If the Contractor fails to remedy defective or unauthorized work within the time specified
36 in a written notice from the Engineer, or fails to perform any part of the work required by
37 the Contract Documents, the Engineer may correct and remedy such work as may be
38 identified in the written notice, with Contracting Agency forces or by such other means
39 as the Contracting Agency may deem necessary.

40
41 If the Contractor fails to comply with a written order to remedy what the Engineer
42 determines to be an emergency situation, the Engineer may have the defective and
43 unauthorized work corrected immediately, have the rejected work removed and
44 replaced, or have work the Contractor refuses to perform completed by using
45 Contracting Agency or other forces. An emergency situation is any situation when, in the
46 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
47 serious risk of loss or damage to the public.

48
49 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
50 remedying defective or unauthorized work, or work the Contractor failed or refused to
51 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

1 Contractor will then make a final inspection and the Engineer will notify the Contractor in
2 writing of all particulars in which the final inspection reveals the work incomplete or
3 unacceptable. The Contractor shall immediately take such corrective measures as are
4 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
5 diligently, and without interruption until physical completion of the listed deficiencies.
6 This process will continue until the Engineer is satisfied the listed deficiencies have been
7 corrected.

8
9 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
10 written notice listing the deficiencies, the Engineer may, upon written notice to the
11 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
12 Section 1-05.7.

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

16
17 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
18 Contracting Agency, in writing, of the date upon which the work was considered
19 physically complete. That date shall constitute the Physical Completion Date of the
20 Contract, but shall not imply acceptance of the work or that all the obligations of the
21 Contractor under the contract have been fulfilled.

22 23 **1-05.11(3) Operational Testing**

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

40
41 The costs for power, gas, labor, material, supplies, and everything else needed to
42 successfully complete operational testing, shall be included in the unit Contract prices
43 related to the system being tested, unless specifically set forth otherwise in the proposal.

44
45 Operational and test periods, when required by the Engineer, shall not affect a
46 manufacturer's guaranties or warranties furnished under the terms of the Contract.

47
48 *Add the following new section:*
49
50

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

3
4 The Contractor shall return to the project and repair or replace all defects in
5 workmanship and material discovered within one year after Final Acceptance of the
6 Work. The Contractor shall start work to remedy any such defects within 7 calendar
7 days of receiving Contracting Agency's written notice of a defect, and shall complete
8 such work within the time stated in the Contracting Agency's notice. In case of an
9 emergency, where damage may result from delay or where loss of services may result,
10 such corrections may be made by the Contracting Agency's own forces or another
11 Contractor, in which case the cost of corrections shall be paid by the Contractor. In the
12 event the Contractor does not accomplish corrections within the time specified, the work
13 will be otherwise accomplished and the cost of same shall be paid by the Contractor.
14

15 When corrections of defects are made, the Contractor shall then be responsible for
16 correcting all defects in workmanship and materials in the corrected work for one year
17 after acceptance of the corrections by Contracting Agency.
18

19 This guarantee is supplemental to and does not limit or affect the requirements that the
20 Contractor's work comply with the requirements of the Contract or any other legal rights
21 or remedies of the Contracting Agency.
22

23 **1-05.13 Superintendents, Labor and Equipment of Contractor**
24 **(August 14, 2013 APWA GSP)**

25
26 *Delete the sixth and seventh paragraphs of this section.*
27

28 **1-05.15 Method of Serving Notices**
29 **(March 25, 2009 APWA GSP)**

30 *Revise the second paragraph to read:*
31

32 All correspondence from the Contractor shall be directed to the Project Engineer. All
33 correspondence from the Contractor constituting any notification, notice of protest, notice
34 of dispute, or other correspondence constituting notification required to be furnished
35 under the Contract, must be in paper format, hand delivered or sent via mail delivery
36 service to the Project Engineer's office. Electronic copies such as e-mails or
37 electronically delivered copies of correspondence will not constitute such notice and will
38 not comply with the requirements of the Contract.
39

40 *Add the following new section:*
41

42 **1-05.16 Water and Power**
43 **(October 1, 2005 APWA GSP)**
44

45 The Contractor shall make necessary arrangements, and shall bear the costs for power
46 and water necessary for the performance of the work, unless the Contract includes
47 power and water as a pay item.
48
49
50

SUBMITTAL TRANSMITTAL FORM

Taylor Way Curve Tie Replacement
Project Number RAL-00117
Specification No. TR21-0575F

ATTN: Construction Division Date: _____

Submittal Number _____

Specification Number _____ Bid Item No. _____

Submittal Description _____

We are sending you:

Copies	Date	Page	Description

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

Remarks: _____

Certify Either A or B:

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

Certified By: _____
Signature

END OF SECTION

1 **1-06 CONTROL OF MATERIAL**

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

5 *The first sentence is revised to read:*

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

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

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

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

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

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

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

29
30 **1-06.1(2) Request for Approval of Material (RAM)**

31 *This section is deleted in its entirety.*
32
33

34 **END OF SECTION**
35

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

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

5 *Supplement this section with the following:*

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

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

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

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

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

34 *Supplement this section with the following:*

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

39
40 **1-07.9 Wages**

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

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

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

1 *This section is supplemented with the following:*

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

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

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

12 *This section is supplemented with the following:*

13
14 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
15 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
16 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
17 Contractor shall immediately discontinue work and initiate treatment according to the
18 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
19 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
20 the City stormwater system.

21
22 High pH process water shall not be discharged to waters of the State or the City
23 stormwater system. Unless specific measures are identified in the Special Provisions,
24 high pH water may be infiltrated, dispersed in vegetation or compost, or discharged to a
25 sanitary sewer system. Disposal shall be in accordance with the City of Tacoma Surface
26 Water Management Manual or to City wastewater system with proper approval. Water
27 being infiltrated or dispersed shall have no chance of discharging directly to waters of
28 the State or the City stormwater system, including wetlands or conveyances that
29 indirectly lead to waters of the State. High pH process water shall be treated to within a
30 range of 6.5 to 8.5 pH units prior to infiltration to ensure the discharge does not cause a
31 violation of groundwater quality standards. If water is discharged to the sanitary sewer,
32 the Contractor shall provide a copy of permits and requirements for placing the material
33 into a sanitary sewer system prior to beginning the work. Process water may be
34 collected and disposed of by the Contractor off the project site. The Contractor shall
35 provide a copy of the permit for an approved waste site for the disposal of the process
36 water prior to the start of work that generates the process water. A Special Approved
37 Discharge permit shall be required for all discharges to the sanitary sewer system.

38
39 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
40 **(February 9, 2011 Tacoma GSP)**

41 *This section is revised to read:*

42
43 The Contractor shall prepare a project-specific spill prevention, control, and
44 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The
45 Contractor shall submit the plan to the Project Engineer no later than the date of the
46 preconstruction conference. No on-site construction activities may commence until the
47 Contracting Agency accepts an SPCC Plan for the project.

48
49 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
50 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
51 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):

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

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

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

9. Project Site Map

Provide a map showing the following items:

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

10. Spill Report Forms

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

Payment

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

“SPCC Plan,” lump sum.

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

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

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

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

3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.
4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.
5. All costs associated with updating the SPCC Plan as required by this Specification.

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

1-07.16 Protection and Restoration of Property

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

This section is supplemented with the following:

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

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

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

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

The first paragraph is supplemented with the following:

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

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

- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851

- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
OR Amber Uhls, Gas, phone: (253) 476-6137
- CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-9830
- Level 3 Communications, Level3NetworkRelocations@Level3.com
- One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(December 17, 2019 Tacoma GSP)

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

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(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:

Taylor Way and SR509 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

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

8
9 *The fifth paragraph of this section is supplemented with the following:*

10
11 An all-weather, functional roadway shall consist of a minimum four inch (4") layer of
12 crushed surfacing base material to be provided and maintained on all roadway areas
13 disturbed by construction and used to maintain vehicular traffic as required by these
14 Special Provisions.

15
16 The unit Contract price for "Crushed Surfacing Base Course," at per ton, as listed in the
17 Proposal shall be full pay for all labor, equipment, and materials required to furnish,
18 place, compact, and grade the material necessary to maintain an all weather functional
19 roadway.

20
21 The Proposal quantity for "Crushed Surfacing Base Course" is intended to provide for
22 the additional material necessary to maintain an all-weather, functional roadway as
23 described above and is an estimate only.

24
25 *The sixth paragraph of this section is supplemented with the following:*

26
27 Trenches backfilled with CDF shall be protected from traffic with steel plates. The plates
28 shall remain in place for 24-hours after placement of the CDF or until CDF is compacted
29 or hardened to prevent rutting by construction equipment or traffic.

30
31 **1-07.23(2) Construction and Maintenance of Detours**
32 **(April 1, 2018 Tacoma GSP)**

33 *This section is supplemented with the following:*

34
35 Detour signing during any allowed road closures shall be in accordance with Detour
36 Plans, when included in the Contract Documents. When plans are not included in the
37 Contract Documents, the Contractor shall submit plans for detours in accordance with
38 the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the
39 Contractor believes an alternate plan will safely and adequately maintain vehicular and
40 pedestrian traffic, the Contractor may submit alternate plans to those for traffic control
41 and detours required by MUTCD or contract documents. Such alternate plans must
42 comply with the MUTCD and shall be in writing and submitted to the Engineer at least
43 fifteen (15) days in advance of their intended use. In general, detouring of arterial traffic
44 must be accomplished on streets designated as City Arterials. Detouring of arterial
45 traffic on non-arterial streets will not be allowed. The acceptance of any alternate plan
46 shall be entirely at the discretion of the Engineer and the Contractor shall have no claim
47 by reason of a plan being rejected or modified, nor shall there be any additional payment
48 by reason of using a substitute plan.

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

5
6 A minimum of three (3) working days prior to any street closure, the Contractor shall
7 notify all entities below:

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

17
18 **1-07.24 Rights of Way**
19 **(July 23, 2015 APWA GSP)**

20
21 *Delete this section and replace it with the following:*

22
23 Street Right of Way lines, limits of easements, and limits of construction permits are
24 indicated in the Plans. The Contractor's construction activities shall be confined within
25 these limits, unless arrangements for use of private property are made.

26
27 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
28 way and easements, both permanent and temporary, necessary for carrying out the
29 work. Exceptions to this are noted in the Bid Documents or will be brought to the
30 Contractor's attention by a duly issued Addendum.

31
32 Whenever any of the work is accomplished on or through property other than public
33 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any
34 easement agreement obtained by the Contracting Agency from the owner of the private
35 property. Copies of the easement agreements may be included in the Contract
36 Provisions or made available to the Contractor as soon as practical after they have been
37 obtained by the Engineer.

38
39 Whenever easements or rights of entry have not been acquired prior to advertising,
40 these areas are so noted in the Plans. The Contractor shall not proceed with any portion
41 of the work in areas where right of way, easements or rights of entry have not been
42 acquired until the Engineer certifies to the Contractor that the right of way or easement is
43 available or that the right of entry has been received. If the Contractor is delayed due to
44 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
45 entry or right of way, the Contractor will be entitled to an extension of time. The
46 Contractor agrees that such delay shall not be a breach of contract.

47
48 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
49 This includes entry onto easements and private property where private improvements
50 must be adjusted.

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

15
16
17 **END OF SECTION**
18
19

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

6
7 **1-08.0(1) Preconstruction Conference**
8 **(October 10, 2008 APWA GSP)**
9

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

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

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

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

26
27 *Add the following new section:*

28 **1-08.0(2) Hours of Work**
29 **(March 3, 2008 Tacoma GSP)**
30

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

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

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

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

15
16 *Add the following new section:*

17
18 *Add the following new section:*

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

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

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

32
33 **1-08.1 Subcontracting - D/M/WBE Reporting**
34 **(September 29, 2009 Tacoma GSP)**

35 *The eighth paragraph is revised to read:*

36
37 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
38 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms
39 that were used as subcontractors, lower tier subcontractors, manufacturers, regular
40 dealers, or service providers on the contract. This certification shall be submitted to the
41 Engineer, on the form provided by the Engineer, 20 calendar days after physical
42 completion of the contract.

43
44 **1-08.1 Subcontracting**
45 **(May 17, 2018 APWA GSP, Option B)**

46
47 *Delete the eighth paragraph.*

48
49 *Revise the ninth paragraph to read:*

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

12
13 **1-08.3(2)A Type A Progress Schedule**
14 **(March 13, 2012 APWA GSP)**

15 *Revise this section to read:*

16
17 The Contractor shall submit 4 copies of a Type A Progress Schedule no later than at the
18 preconstruction conference, or some other mutually agreed upon submittal time. The
19 schedule may be a critical path method (CPM) schedule, bar chart, or other standard
20 schedule format. Regardless of which format used, the schedule shall identify the critical
21 path. The Engineer will evaluate the Type A Progress Schedule and approve or return
22 the schedule for corrections within 15 calendar days of receiving the submittal.

23
24 **1-08.4 Prosecution of Work**

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

26
27 **1-08.4 Notice to Proceed and Prosecution of Work**
28 **(July 23, 2015 APWA GSP)**

29
30 Notice to Proceed will be given after the contract has been executed and the contract
31 bond and evidence of insurance have been approved and filed by the Contracting
32 Agency. The Contractor shall not commence with the work until the Notice to Proceed
33 has been given by the Engineer. The Contractor shall commence construction activities
34 on the project site within ten days of the Notice to Proceed Date, unless otherwise
35 approved in writing. The Contractor shall diligently pursue the work to the physical
36 completion date within the time specified in the contract. Voluntary shutdown or slowing
37 of operations by the Contractor shall not relieve the Contractor of the responsibility to
38 complete the work within the time(s) specified in the contract.

39
40 When shown in the Plans, the first order of work shall be the installation of high visibility
41 fencing to delineate all areas for protection or restoration, as described in the Contract.
42 Installation of high visibility fencing adjacent to the roadway shall occur after the
43 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
44 Upon construction of the fencing, the Contractor shall request the Engineer to inspect
45 the fence. No other work shall be performed on the site until the Contracting Agency has
46 accepted the installation of high visibility fencing, as described in the Contract.

1 **1-08.5 Time for Completion**

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

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

4
5 Contract time shall begin on the first working day following the Notice to Proceed Date.

6
7 Each working day shall be charged to the contract as it occurs, until the contract work is
8 physically complete. If substantial completion has been granted and all the authorized
9 working days have been used, charging of working days will cease. Each week the
10 Engineer will provide the Contractor a statement that shows the number of working days:
11 (1) charged to the contract the week before; (2) specified for the physical completion of
12 the contract; and (3) remaining for the physical completion of the contract. The
13 statement will also show the nonworking days and any partial or whole day the Engineer
14 declares as unworkable. Within 10 calendar days after the date of each statement, the
15 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
16 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
17 ascertain the basis and amount of time disputed. By not filing such detailed protest in
18 that period, the Contractor shall be deemed as having accepted the statement as
19 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
20 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
21 be charged as a working day then the fifth day of that week will be charged as a working
22 day whether or not the Contractor works on that day.

23
24 *Revise the sixth paragraph to read:*

25
26 The Engineer will give the Contractor written notice of the completion date of the
27 contract after all the Contractor's obligations under the contract have been performed by
28 the Contractor. The following events must occur before the Completion Date can be
29 established:

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

43
44 *This section is supplemented with the following*

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

46
47 This project shall be physically completed within 30 working days.
48
49

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

3 *Revise the fourth paragraph to read:*
4

5 When the Contract Work has progressed to Substantial Completion as defined in the
6 Contract, the Engineer may determine that the work is Substantially Complete. The
7 Engineer will notify the Contractor in writing of the Substantial Completion Date. For
8 overruns in Contract time occurring after the date so established, the formula for
9 liquidated damages shown above will not apply. For overruns in Contract time occurring
10 after the Substantial Completion Date, liquidated damages shall be assessed on the
11 basis of direct engineering and related costs assignable to the project until the actual
12 Physical Completion Date of all the Contract Work. The Contractor shall complete the
13 remaining Work as promptly as possible. Upon request by the Project Engineer, the
14 Contractor shall furnish a written schedule for completing the physical Work on the
15 Contract.
16
17

18 **END OF SECTION**
19

1 **1-09 MEASUREMENT AND PAYMENT**

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

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

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

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

16 *Supplement this Section with the following:*

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

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

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

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

36
37 **1-09.9 Payments**
38 **(March 13, 2012 APWA GSP)**

39
40 *Delete the first four paragraphs and replace them with the following:*

41
42 The basis of payment will be the actual quantities of Work performed according to the
43 Contract and as specified for payment.

44
45 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
46 Preconstruction Conference, to enable the Project Engineer to determine the Work
47 performed on a monthly basis. A breakdown is not required for lump sum items that
48 include a basis for incremental payments as part of the respective Specification. Absent
49 a lump sum breakdown, the Project Engineer will make a determination based on
50 information available. The Project Engineer's determination of the cost of work shall be
51 final.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10 *Revise the third paragraph to read:*

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

17
18
19 **END OF SECTION**
20

1 **1-10 TEMPORARY TRAFFIC CONTROL**

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

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

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

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

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

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

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

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

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

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

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

36
37 **Traffic Control Management**

38 **1-10.2(1) General**

39 **(January 3, 2017)**

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

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

45
46 The Northwest Laborers-Employers Training Trust
47 27055 Ohio Ave.
48 Kingston, WA 98346
49 (360) 297-3035
50
51

1 Evergreen Safety Council
2 12545 135th Ave. NE
3 Kirkland, WA 98034-8709
4 1-800-521-0778
5

6 The American Traffic Safety Services Association
7 15 Riverside Parkway, Suite 100
8 Fredericksburg, Virginia 22406-1022
9 Training Dept. Toll Free (877) 642-4637
10 Phone: (540) 368-1701
11

12 **1-10.3(3)A Construction Signs**
13 **(January 11, 2006 Tacoma GSP)**

14 *The fifth paragraph is revised to read:*
15

16 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the
17 Engineer deems to be unacceptable while their use is required on the project shall be
18 replaced by the Contractor at their expense.
19

20 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
21 **(January 11, 2006 Tacoma GSP)**

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

24 No unit of measure will apply to the position of traffic control manager and it will be
25 considered included in other unit contract prices in the Bid Proposal.
26
27

28 **END OF SECTION**
29

1 **2-06 SUBGRADE PREPARATION**
2 **(September 20, 2018 Tacoma GSP)**

3
4 **2-06.3 Construction Requirements**

5 *This section is supplemented with the following:*

6
7 **Subgrade Repair for Subgrade Not Constructed Under Same Contract**

8 Upon removal of pavement, the Contractor and City Inspector shall walk the subgrade
9 surface to determine and delineate any subgrade areas that need to be repaired. Any
10 Subgrade areas that require repair, from the initial walkthrough, shall be determined
11 solely by the City Inspector. Any initial subgrade repairs shall be paid for according to
12 Section 2-06.5(2). Subgrade repair shall be performed in accordance with Section 2-06
13 and immediately after it has been determined and delineated. In order to minimize
14 damage to the subgrade, the Contractor is encouraged to minimize pavement removal
15 during the work.

16
17 **Subgrade Maintenance and Protection**

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

26
27 The Contractor and City Inspector should walk the exposed subgrade on a daily basis to
28 determine if there is damage to the subgrade. Any Subgrade areas that require repair
29 according to this section shall be determined solely by the City Inspector.

30
31 **2-06.5 Measurement and Payment**

32 *This section is supplemented with the following:*

33
34 Subgrade Maintenance and Protection shall be paid by lump sum and shall apply to all
35 subgrade.

36
37 "Subgrade Maintenance and Protection", per lump sum

38
39 The lump sum price for "Subgrade Maintenance and Protection" shall be full pay for all
40 material, labor, and equipment for implementation of subgrade maintenance and
41 protection, as determined by the City Inspector.

42
43 If the contractor fails to protect the subgrade so that additional subgrade repairs are
44 required as determined by the City Inspector, then the city shall not owe payment for
45 these additional subgrade repairs in accordance with Section 2-06.3.

46
47 **2-06.5(2) Subgrade Not Constructed Under Same Contract**

48 *Item 5 under this section is deleted.*

49
50
51 **END OF SECTION**

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

5 **4-04.5 Payment**

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

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

13
14 **END OF SECTION**
15
16

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

3
4 **8-01.1 Description**

5 *This section is supplemented with the following:*

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

10 **8-01.3(1)A Submittals**

11 *This section is revised to read:*

12
13 The Contractor shall prepare and implement a project-specific Construction Stormwater
14 Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater
15 Management Manual (SWMM), Volume 2. The SWPPP is a document that describes
16 the potential for pollution problems on a construction site and explains and illustrates the
17 measures to be taken on the construction site to control those problems.
18

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

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

30 The Department of Ecology has prepared a SWPPP template that can be used for
31 projects in the City of Tacoma. The template can be found on Ecology's website at:
32 <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.

33 The Contractor developing the SWPPP must ensure that all references are appropriate
34 for the City of Tacoma.
35

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

45 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or
46 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working
47 day following the inspection.
48
49

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

2 *This section is revised to read:*

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

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

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

49
50 Upon request, the file shall be provided to the Engineer for review.
51

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

2 *This section is revised to read:*

3 **8-01.3(7) Stabilized Construction Entrance**

4 *The third paragraph is revised to read:*

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

10 **8-01.3(8) Street Cleaning**

11 *The third paragraph is revised to read:*

13 Street washing with water shall not be permitted.

15 **8-01.3(9)D Inlet Protection**

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

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

24 *The section is supplemented with the following:*

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

28 **8-01.3(10) Wattles**

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

31 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose
32 soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or
33 1/2 to 2/3 the thickness of the wattle.

35 **8-01.4 Measurement**

36 *The third paragraph is revised to read:*

37 Check dams will be measured by the linear foot along the ground line of the completed
38 check dam. No additional measurement will be made for check dams that are required
39 to be rehabilitated or replaced due to wear.

41 *This section is supplemented with the following:*

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

46 No specific unit of measurement shall apply to the lump sum item "Dewatering Plan".

1 *Add the following new sections:*

2
3 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

4
5 When the bid Proposal contains the item "Erosion/Water Pollution Control", there will be
6 no measurement of unit items for Work defined by Section 8-01.4 except as described in
7 Section 8-01.4(2). Also, except as described in Section 8-01.4(2), all of Sections 8-01.4
8 and 8-01.5 are deleted.

9
10 **8-01.4(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

11
12 The Contract Provisions may establish the project as lump sum, in accordance with
13 section 8-01.4(1) and also include one or more of the items included above in section 8-
14 01.4. When that occurs, the corresponding measurement provision in Section 8-01.4 is
15 not deleted and the Work under that item will be measured as specified.

16
17 The bid proposal contains the item "Erosion/Water Pollution Control," lump sum and the
18 additional erosion control items listed below. The provisions of Section 8-01.4(1),
19 Section 8-01.4(2), and Section 8-01.5(2) shall apply.

20
21 "ESC Lead," per Day

22
23 "Inlet Protection," per each

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

27
28 No specific unit of measurement shall apply to the lump sum item "NPDES Construction
29 Stormwater General Permit".

30
31 **8-01.5 Payment**

32 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section*
33 *1-09.6 is revised to read:*

34
35 Installation, maintenance, and removal of erosion and water pollution control devices
36 including removal and disposal of sediment, stabilization and rehabilitation of soil
37 disturbed by these activities and any additional Work deemed necessary by the
38 Engineer to control erosion and water pollution will be paid by force account in
39 accordance with Section 1-09.6. Directing implementation by ESC Lead of the
40 measures identified in the SWPPP, shown on the TESC plan, and all other work as
41 included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-
42 09.6.

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

45
46 Where removal of erosion control BMPs is directed by the Engineer according to 8-
47 01.3(16) or according to these specification and the plans, removal shall be included in
48 the lump sum or unit cost for these respective BMPs.

49
50 "Erosion Control", per lump sum. The lump sum contract price for "Erosion Control" shall
51 be full pay for all cost for labor, equipment, and materials to perform all work associated

1 with erosion control. Work shall include, but shall not be limited to, furnishing, purchase
2 and delivery or required materials, installation and maintenance of temporary erosion
3 and sediment control measures, and all costs incurred by the Contractor in performing
4 the Contract Work defined in Section 8-01, except for unit bid items in Section 8-01
5 when these are included in the bid proposal. It is the Contractor's responsibility to
6 maintain, repair, and replace any and all erosion control measures as required to
7 maintain compliance with the NPDES Construction Stormwater General Permit and
8 Tacoma Municipal Code 12.08 for the entire duration of the Project.

9
10 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum. The lump sum
11 contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full pay for
12 all costs, including but not limited to, preparing, submitting, revising, and resubmitting
13 revisions for the Stormwater Pollution Prevention Plan.

14
15 "Dewatering Plan", per lump sum. The lump sum contract price for "Dewatering Plan"
16 shall be full pay for all costs, including but not limited to, preparing, submitting, revising,
17 and resubmitting revisions for the Dewatering Plan.

18
19 "Temporary Erosion and Sediment Control BMP Maintenance", Force Account or Lump
20 Sum. Any maintenance necessary due to stormwater events shall be paid by force
21 account. Any other maintenance needed shall be considered for the contractor's benefit
22 and be paid by lump sum.

23
24 *Add the following new sections:*

25
26 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**

27
28 "Erosion/Water Pollution Control", per lump sum

29
30 The lump sum contract price for "Erosion/Water Pollution Control" shall be full
31 compensation for all costs incurred by the Contractor in performing the Contract Work
32 defined in Section 8-01, except for costs compensated by Bid Proposal items inserted
33 through Contract Provisions as described in Section 8-01.5(2)

34
35 Where removal of erosion control BMPs is directed by the engineer according to 8-
36 01.3(16) or according to these specifications and the plans, removal shall be included in
37 the lump sum or unit cost for these respective BMPs.

38
39 **8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

40
41 The Contract Provisions may establish the project as lump sum, in accordance with
42 section 8-01.4(1) and also reinstate the measurement of one or more of the items
43 described in section 8-01.4. When that occurs, the corresponding payment provision in
44 Section 8-01.5 is not deleted and the Work under that item will be paid as specified.

45
46 This section is supplemented with the following:

47
48 "Inlet Protection," per each
49
50
51

1 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum.

2

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

6

7 **END OF SECTION**

8

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

1 railroad track or signal systems without prior written authorization from the appropriate
2 rail authority.
3

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

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

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

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

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

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

- 30 1. Replacement of the damaged equipment.
31
- 32 2. Any necessary inspection and testing of the system, before and
33 after repair or replacement of the damaged equipment.
34

35 K. This project has been deemed to be an essential project by the City of Tacoma and it
36 is anticipated that the contract will be operational during the Covid-19 outbreak.
37 Therefore the contractor shall submit a health and safety plan describing how the
38 contractor will complete the work while combating the Covid-19 spread (social distancing
39 practices) and what Personal Protective Equipment (PPE) will be in place.
40

41 **8-30.1(1) General Work Requirements** 42 **(May, 17 2019)**

43 ***Relations With Railroad***

44 Railroad Company, as used in these specifications, shall be the railroad company or
45 companies, or railway company or companies specified in these Special Provisions.
46 The following provisions, though referring to a single Railroad Company, shall be
47 applicable to each of the following railroad companies or railway companies:
48

49 Tacoma Rail
50

51 ***Protection of Railroad Property***

52 The Contractor shall exercise care in all operations and shall, at the Contractor's
53 expense, protect the property of the Railroad Company and the Company's

1 appurtenances, property in its custody, or persons lawfully upon its right of way,
2 from damage, destruction, interference or injury caused by the Contractor's
3 operations. The Contractor shall prosecute the work to not interfere with the
4 Railroad Company or its appurtenances, or any of the Railroad Company's trains or
5 facilities, and shall complete the work to a condition that shall not interfere with or
6 menace the integrity or safe and successful operations of the Railroad Company or
7 its appurtenances, or any of the Railroad Company's trains or facilities.

8
9 The Contractor shall not transport equipment, machinery, or materials across the
10 Railroad Company's tracks, except at a public crossing, without the written consent
11 of the Railroad Company.

12
13 The Contractor shall keep the right of way and ditches of the Railroad Company
14 open and clean from any deposits or debris resulting from its operations. The
15 Contractor shall be responsible for the cost to clean and restore ballast of the
16 Railroad Company which is disturbed or becomes fouled with dirt or materials when
17 such deposits or damage result from the Contractor's operations, except as
18 provided elsewhere.

19
20 The Contractor's work shall be conducted in such a manner that there will be a
21 minimum of interference with the operation of railroad traffic. The Railroad Company
22 will specify what periods will be allowed the Contractor for executing any part of the
23 work in which the Railroad Company's tracks will be obstructed or made unsafe for
24 operation of railroad traffic.

25
26 In the event that an emergency occurs in connection with the work specified, the
27 Railroad Company reserves the right to do any and all work that may be necessary
28 to maintain railroad traffic. If the emergency is caused by the Contractor, the
29 Contractor shall pay the Railroad Company for the cost of such emergency work.

30
31 Protective services to protect the Railroad Company's facilities, property, and
32 movement of its trains or engines, including railroad flagging and other devices,
33 may be required by the Railroad Company as a result of the Contractor's
34 operations.

35
36 The nature and extent of protective services, personnel and other measures
37 required will in all cases be determined by the Railroad Company. Nothing in these
38 specifications will limit the Railroad Company's right to determine and assign the
39 number of personnel, the classes of personnel for protective services, nor other
40 protective measures it deems necessary.

41
42 When, in the opinion of the Railroad Company, the services of qualified railroad
43 flaggers or security personnel are necessary for the protection of the Railroad
44 Company's facilities by reason of the Contractor's operations, the Contractor will
45 furnish such qualified railroad flaggers or security personnel as may be required.

46
47 The Railroad Company's contact is:

48
49 Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554
50

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 available via Tacoma Rail's access road along Taylor Way. 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.

- 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 adjacent tracks in the vicinity of the work must be kept operational during the term of this project.

The work window will most likely be between the hours of 8 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

This Section left vacant intentionally.

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.

8-31 RAILROAD TRACK IMPROVEMENTS

8-31.1 Description

The work under this section shall generally consist of rail relay, tie replacement, switch 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 within the project limits.

The contractor shall remove and reinstall the existing jointed rail to allow for the replacement of the existing tie plates with new Pandrol style "e" clip plates within the project limits.

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).

1 **8-31.2(3) Track Bolts (A.R.E.M.A., Chapter 4, Part 3)**

2
3 Track bolts shall meet A.R.E.M.A. standard material, size, and shape.

4
5 **8-31.2(4) Railroad Ties (A.R.E.M.A. Chapter 30, Part 3)**

6
7 Wood Ties:

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

14
15 **8-31.2(5) Joint Bars**

16
17 All joint bars shall be new domestic steel 6 hole, 36" joint bars 115RE standard punch.

18
19 **8-31.2(7) Tie Plates**

20
21 In the curves and switch areas of the project all tie plates shall be new Pandrol style with
22 "e" clips and new screw spikes designed for 115RE rail.

23
24 **8-31.2(8) Rail Anchors (A.R.E.M.A., Chapter 5, Part 7)**

25
26 Rail anchors shall meet A.R.E.M.A. standard material, size, and shape for drive-on style
27 rail anchors.

28
29 **8-31.2(13) Insulated Joints**

30
31 Insulated joints shall be Toughcoat Polybar non glued.

32 **8-31.3 Construction Requirements**

33
34 **8-31.3(1) General Requirements**

35
36 Track work shall be in conformance with the standards of the A.R.E.M.A. and the
37 requirements set forth in these Special Provisions. Workmanship shall be of the best
38 quality to produce a finished installation as specified.

39
40 The Contractor shall comply with all applicable FRA track and work place safety
41 regulations, and Tacoma Rail Rules. All contractors and subcontractors personnel
42 protective equipment (PPE) must include steel toed boots and a high visibility safety vest
43 at a minimum which must be worn while on Tacoma Rail facilities. Contractors and
44 subcontractors may implement more comprehensive PPE requirements for their
45 personnel.

46
47 The Contractor shall notify "One Call" Utility locate and locate existing underground
48 utilities in the area of work prior to any excavation.

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

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

6
7 **8-31.3(2) Demolition**

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

10
11 Rail removal and replacement shall occur over section of track shown in the plans. The
12 contractor shall remove all ties, plates, spikes and bolts along with the existing rail and
13 replace the OTM as defined in 8-31.2 Materials. All costs for removing the old rail and
14 OTM shall be included in the unit pay item "Remove and Replace Track".

15
16 Rail removal and replacement shall occur over the section of track shown in the plans.
17 The contractor shall remove all plates, spikes and bolts along with the existing rail and
18 replace the OTM as defined in 8-31.2 Materials. All costs for removing the old rail and
19 OTM shall be included in the unit pay item "Pandrol Plate Replacement".

20
21 All material shall be property of the contractor and properly disposed of offsite. Tacoma
22 Rail shall retain all plates and joint bars associated with 100lb rail or larger.

23
24 **8-31.3(2)F Railroad Tie Disposition**

25
26 The following information on tie disposal is provided for bidder information:

27
28 Railroad Tie Disposition

29
30 The contractor will be responsible for the removal and disposal of all railroad ties to be
31 replaced as a result of this project in accordance with applicable Washington State and
32 local regulations. Allowable disposal options include sale to the public for retaining
33 walls, fencing, structural timbers, and landscape articles, sale to landscape supply
34 businesses, and landfiling at a permitted solid waste landfill **which will accept the**
35 **wood**. The contractor shall be responsible for all transportation of the ties as well as the
36 securing of any required disposal authorizations from the local health department and
37 any necessary laboratory analyses. Most ties will not be of sufficient quality to be sold to
38 the public and must be landfilled.

39
40 The proposal for this contract must include a plan for the disposal of the wood which
41 details how and where any sale to the public will occur and where the unusable ties will
42 be landfilled. The landfill proposal must also include a description of the required
43 permits, authorizations, analyses, or other special requirements (such as size
44 restrictions). The contractor must supply a copy of any dump receipts to the project
45 inspector. Any disposal methods proposed other than those allowed above must be
46 accompanied by a detailed plan for the disposal alternative.

47
48 **8-31.3(5) Track Ballast**

49 Ballast for adjusting existing tracks shall be placed in layers of sufficient depth to provide
50 material for the raising and tamping of ties to construct finished railway to the lines and
51 grades established in the drawings.

1 Ballast shall be placed in all excavated limits.

2
3 Ballast shall be distributed on the top 2 inches of the surface to provide adequate
4 walkways on all shoulders within the working limits.

5
6 **8-31.3(6) Ties**

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

10
11 Unless otherwise specified, cross ties in all curves shall be spaced at 19.5-inches on
12 center. Ties located on tangent track shall be installed at 21.5 inches on center. Space
13 shall be equidistant from all points and support rails at end of joint-bars. Ties shall be
14 moved only with tongs and shall not be moved or placed beneath rails with picks, mauls,
15 sledges or spiking hammers.

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

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

20
21 **8-31.3(7) Track Construction**

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

25
26 The Contractor shall conduct track installation in a manner to avoid damage to adjacent
27 ties, rail, hardware, and other existing improvements along the Tacoma Rail tracks. All
28 damage to existing facilities shall be repaired by the Contractor at no cost to the
29 contract.

30
31 **8-31.3(7)A Tolerances**

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

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

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

37 1. On tangents 1/4-inch

38 2. On curves (Variation from specified super elevation)
39 1/4-inch

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

42 1. On curves 3/8-inch

43 2. On tangents 1/2-inch

44 D. *Vertical Track Profile:*

45 1. Maximum permissible runoff per 40-feet shall not exceed
46 1-inch

2. Deviation from profiles at middle ordinate of 62-foot 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

<u>Rail Temperature Degree F</u>	<u>Expansion (Inches)</u>
Below 35	5/16
35 to 47	1/4
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°	1/4-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.

1 **8-31.3(7)G Spiking**

2 Shall be conducted only in tangent track unless otherwise stated in the specifications.
3 Rails shall be spiked promptly after laying. The rail shall be properly seated in the tie
4 plates with the edge of the rail base and the field shoulder of the tie plates aligned and in
5 contact.

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

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

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

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

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

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

31
32 **8-31.3(7)H Rail Anchors**

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

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

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

42 When anchors are applied to one (1) rail, anchors are also required on the opposite rail
43 of the same track. Rail anchors should be applied on the gauge side of the rail except
44 where insufficient clearance restricts the use of the anchor or application tool, in which
45 case anchors may be applied from the field side of the rail where clearance permits.

1 "e" clip elastic fasteners are an approved alternative to rail anchors so long as the 78
2 feet requirement is followed.

4 **8-31.3(9) Raise, Surface, and Tamping**

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

8
9 Where switches are located the contractor shall hand tamp around switch points.

10
11 The unloaded material shall be leveled by means of a ballast spreader.

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

17
18 Both ends of the ties shall be tamped simultaneously, and tamping inside and outside of
19 the rail shall be done at the same time. Thorough tamping of ballast under the rail seat
20 shall be required to insure that the ballast under the tie is completely compacted and that
21 the rail is firmly seated on the tie plate.

22
23 When the track has been installed to within 1-inch or 2-inches of the final grade, and is
24 within 1-inch of the final alignment, a finishing lift shall be made by jacking up the track to
25 the height provided by the grade stakes, making necessary allowance for settlement. In
26 making the finishing lift, a spot board and level board or tamping jack with built-in raising
27 wire and level, or other suitable mechanical means shall be used to bring the track to a
28 true and finished surface.

29
30 The track should be raised to true surface and the ties tamped to a tight bearing against
31 the raised rail. After all tamping operations, the cribs must be properly filled in and the
32 track finished in accordance with the standard ballast section.

34 **8-31.4 Measurement**

35
36 "Project Surveying", shall be per lump sum.

37
38 "Select Cross Tie Replacement", shall be per each.

39
40 "Raise Surface Line and Dress", shall be per linear track foot as marked in the field by
41 the City. Track feet will be measured along the center line of track.

42
43 "___ Ballast Incl. Haul", shall be per ton.

44
45 "Pandrol Plate Installation, shall be per Track Foot.

1 **8-31.5 Payment**

2
3 Payment will be made in accordance with Section 1-04.1, for each of the following bid
4 items that are included in the proposal:

5
6 "Project Surveying", per lump sum.

7 The price per lump sum price "Project Surveying" shall be full pay for all labor,
8 equipment and materials to provide construction surveying during the project.

9
10 "Select Cross Tie Replacement", per each.

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

14
15 "Raise Surface Line and Dress", per linear track foot.

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

19
20 ____ Ballast Incl. Haul", per ton.

21 The price per ton for ____ Ballast" shall be full pay for all labor, equipment, and materials
22 necessary to furnish and place the ballast on the track.

23
24 "Pandrol Plate Installation", per track foot.

25 The price per lump sum price "Pandrol Plate Installation" shall be full pay for all labor,
26 equipment and materials to remove existing OTM, provide and install new Pandrol
27 plates, "e" clips, remove and reinstall the existing rail, adze the ties as necessary. This
28 pay item shall also include the removal and disposal all the old OTM in the area depicted
29 on the plans as described in these specifications.

30
31
32 **END OF SECTION**
33

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

9-03.1 Aggregates for Portland Cement Concrete

9-03.1(1) General Requirements
(June 16, 2016 Tacoma GSP)

The seventh paragraph is deleted

9-03.6 Vacant
(Jun 16, 2016 Tacoma GSP)

This section, including the title, is revised to read:

9-03.6 Aggregates for Asphalt Treated Base (ATB)

9-03.6(1) General Requirements

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

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

9-03.6(2) Grading

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

Sieve Size	Percent Passing
2"	100
1/2"	56-100
No. 4	32-72
No. 10	22-57
No. 40	8-32
No. 200	2.0-9.0

All percentages are by weight.

9-03.6(3) Test Requirements

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

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

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

**9-03.8 Aggregates for Hot Mix Asphalt
(March 9, 2016 APWA GSP)**

Supplement section 9-03.8 with the following:

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

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

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

Grading

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

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

* All percentages are by weight.

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

9-03.12 Gravel Backfill

Add the following new Section:

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

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

Sand Equivalent 35 Minimum

* All percentages are by weight

1 **9-03.21 Recycled Material**

2
3 **9-03.21(1) General Requirements**
4 **(Jun 16, 2016 Tacoma GSP)**

5 *This section is supplemented with the following:*

6
7 Recycled materials will only be permitted upon approval of the Engineer. Recycled
8 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,
9 and extra excavation area backfill material.

10
11
12 **END OF SECTION**

13
14 **END OF SPECIAL PROVISIONS**
15

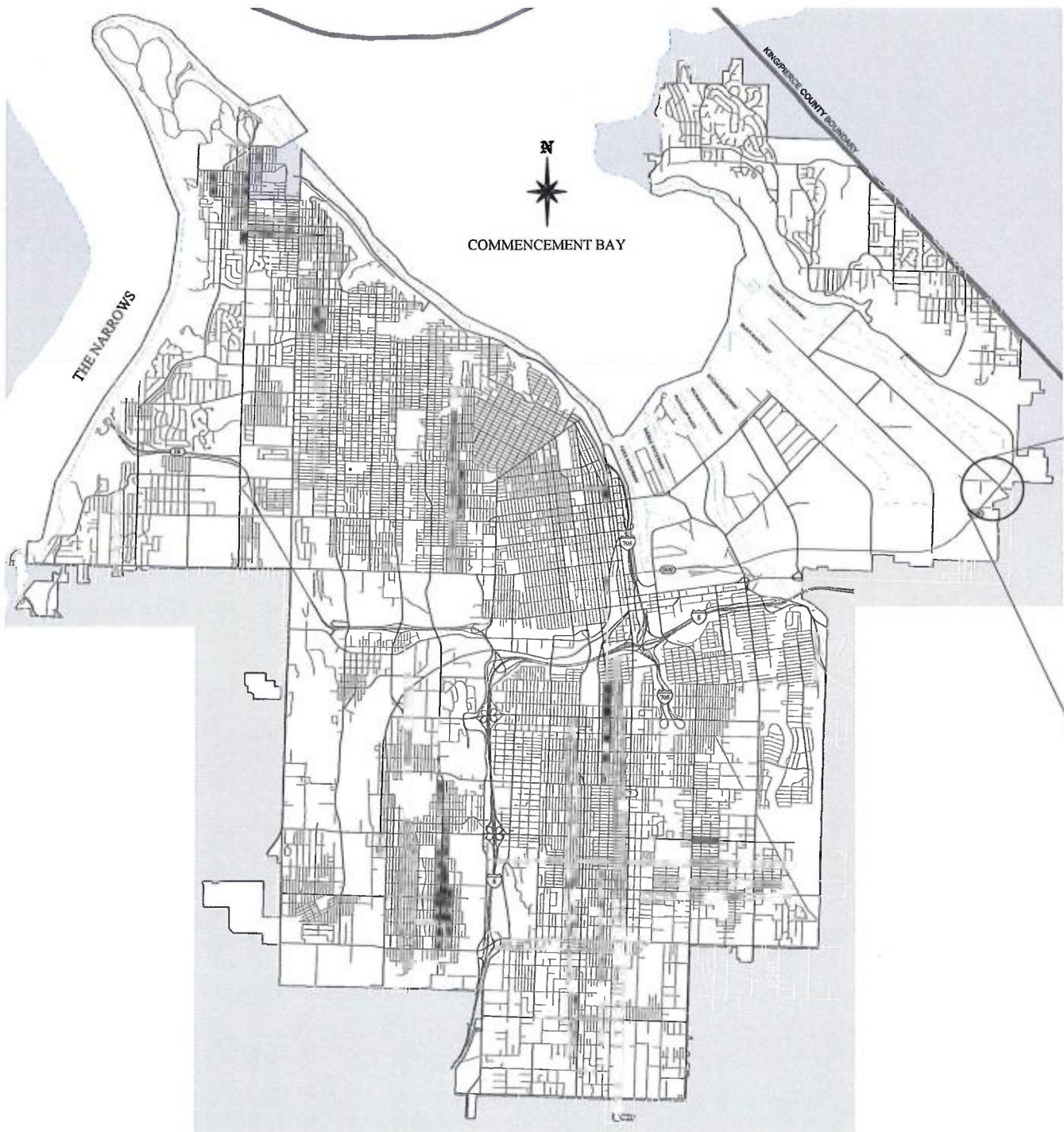
APPENDIX A

PROJECT PLANS

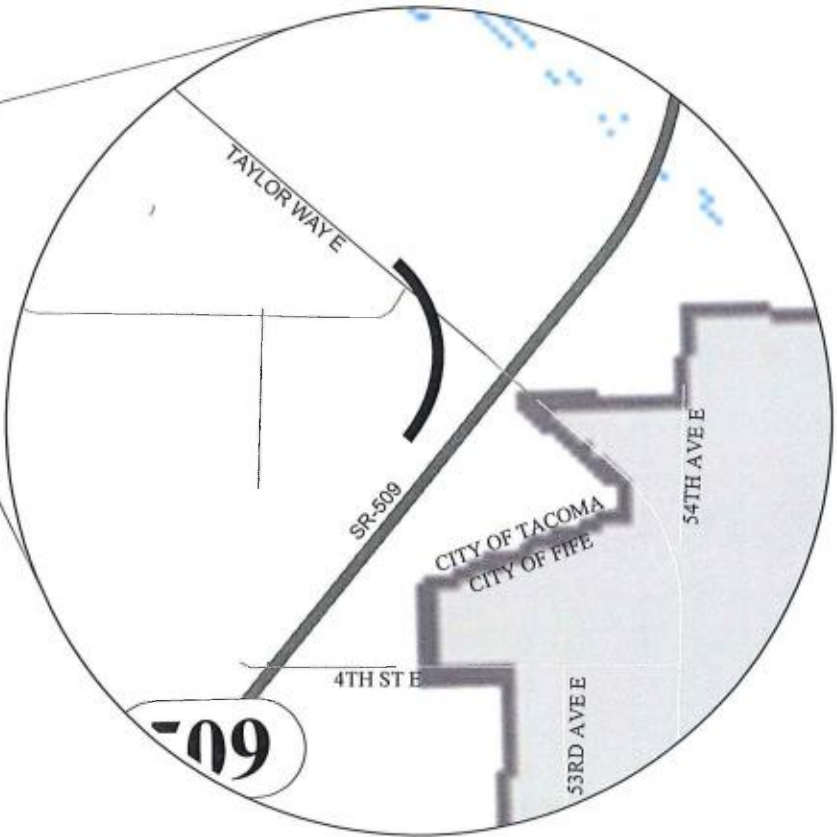


THE CITY OF TACOMA
PUBLIC WORKS DEPARTMENT
SPECIFICATION NO. TR21-0575F
JULY 2021

































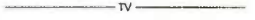





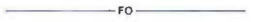

































































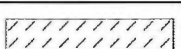
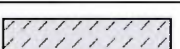
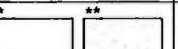
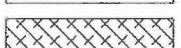
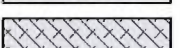
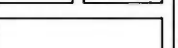
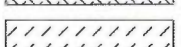
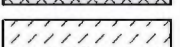
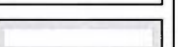
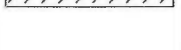
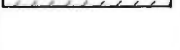
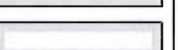





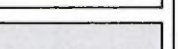
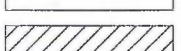
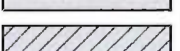
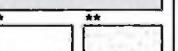
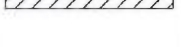
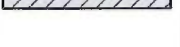
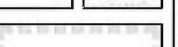


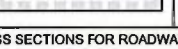
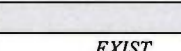

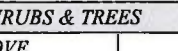






RAIL IMPROVEMENT
TAYLOR WAY CURVE TIE REPLACEMENT
TACOMA RAIL CURVE WEST OF INTERSECTION AT
TYLER WAY E AND SR-509
RAL-00117

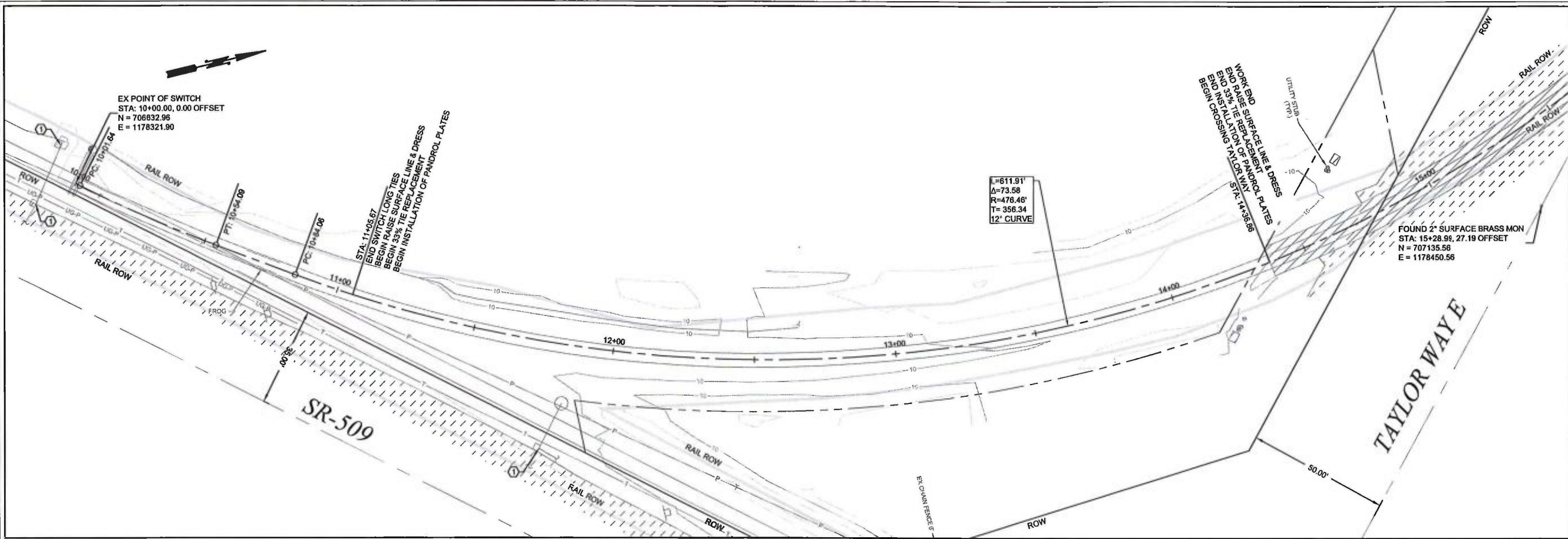


VICINITY MAP
NOT TO SCALE



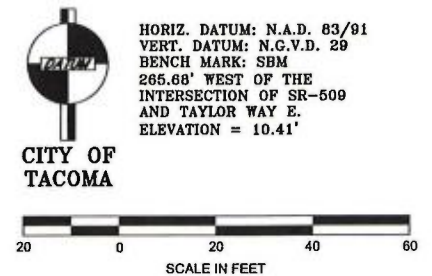
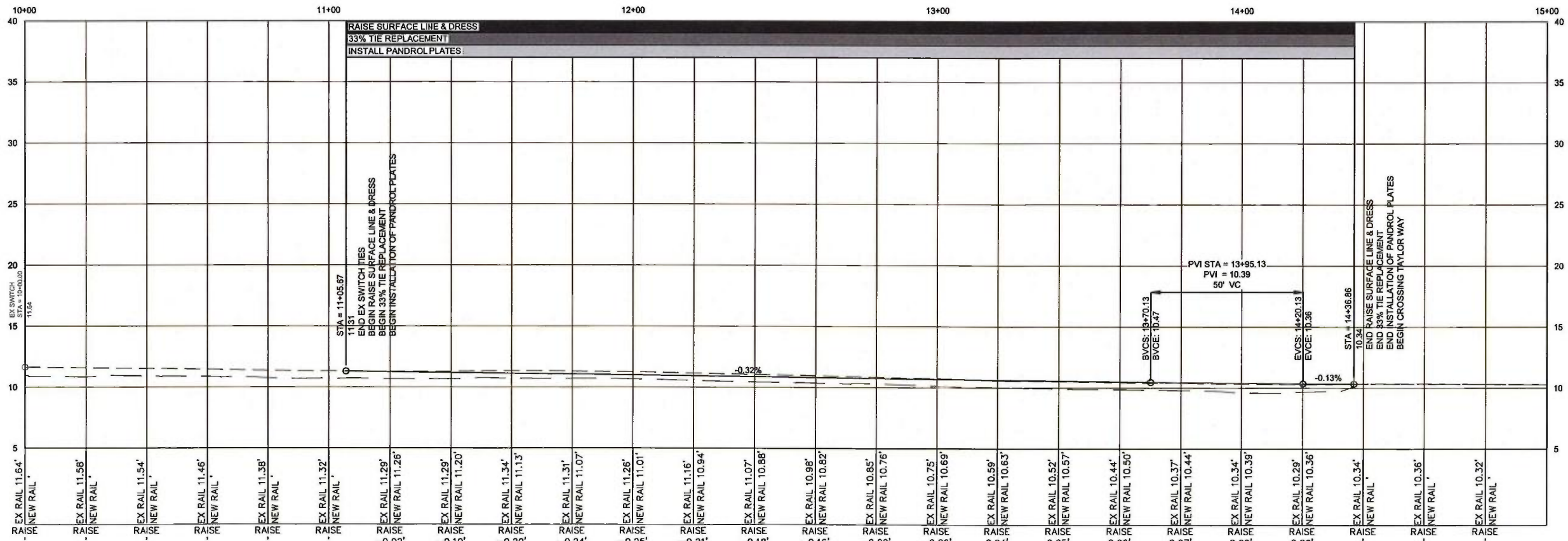
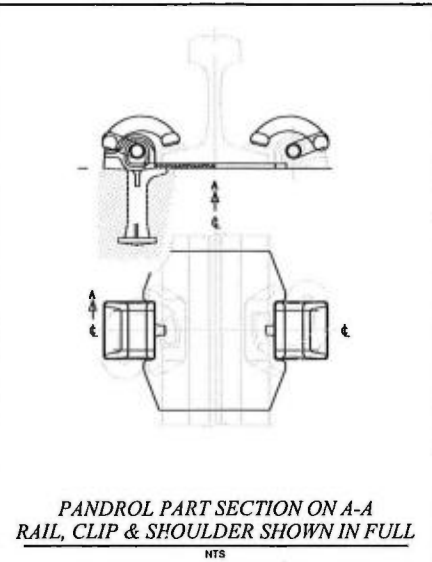
INDEX OF DRAWINGS		
SHEET	SHEET NO.	TITLE OF DRAWINGS
CS-1	1	COVER SHEET
S-1	2	SYMBOL SHEET
C-1	3	CONSTRUCTION PLAN & PROFILE

SURVEY SYMBOLS		REFERENCE LINETYPES		MISCELLANEOUS SYMBOLS				TRAFFIC SIGNAL INTERCONNECT AND POWER SYMBOLS				ABBREVIATIONS								
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		LINETYPE	DESCRIPTION	EXISTING	REMOVE	NEW	DESCRIPTION	EXIST.	PROP.	DESCRIPTION	FL	FLOWLINE	PC	POINT OF CURVATURE						
CITY OF TACOMA			CENTER LINE				BOLLARD			CONSTRUCTION NOTE	FT	FOOT OR FEET	PED	PEDESTRIAN						
			EASEMENT LINE				MAIL BOX			SIGNAL POLE CCNSTRUCTION NOTE	GAL	GALLON	PG	PERFORMANCE GRADE						
			VACATE LINE				MAIL BOX USPS DROP BOX			WIRE NOTE	GB	GRADE BREAK	POB	POINT OF BEGINNING						
			EX MON LINE				MONITORING WELL			SIGNAGE NOTE	GG	GUTTER GRADE	PPB	PEDESTRIAN PUSHBUTTON						
EXISTING		DESCRIPTION	MISCELLANEOUS UTILITY LINETYPES								ADA				AMERICAN DISABILITY ACT	GALV	GALVANIZED	PT	POINT OF TANGENCY	
		NORTH ARROW	EXISTING	DESCRIPTION	EXISTING	REMOVE	NEW	DESCRIPTION	EXIST.	PROP.	DESCRIPTION	CG	CURB AND GUTTER	H	HORIZONTAL	PVC	POINT OF VERTICAL CURVE			
				CONDUIT				AREA DRAIN			PEDESTRIAN PUSHBUTTON	HP	HIGH POINT	PVT	POINT OF VERTICAL TANGENCY					
				CABLE TV				CLEAN OUT			TYPE 1 SIGNAL POLE	HT	HEIGHT	PVC PIPE R	POLYVINYL CHLORIDE PIPE RADIUS					
				FIBER OPTIC				MANHOLE, STORM & SANITARY			TYPE 1 JUNCTION BOX	HWY	HIGHWAY	RIM	RIM ELEVATION					
				SEWER SYMBOLS								CMU				CONCRETE MASONRY UNIT	INT	INTERSECTION	RT	RIGHT
				EXISTING	REMOVE	NEW	DESCRIPTION					CONC				CONCRETE	JT	JOINT	S	SOUTH
							STORM SEWER MAIN					CONST				CONSTRUCT			SAN	SANITARY SEWER
							STORM SEWER CATCH BASIN LEAD					COT				CITY OF TACOMA			SF	SQUARE FEET
							STORM SEWER MAIN					CSTC				CRUSHED SURFACING TOP COURSE	LF	LINEAR FEET	TEMP	TEMPORARY
							STORM SEWER MAIN					CSBC				CRUSHED SURFACING BASE COURSE	LP	LIGHT POLE	TFC	TOP FACE OF CURB
							STORM SEWER MAIN					CY				CUBIC YARDS	LHT	LIGHTING	TS	TOP OF SLOPE
							STORM SEWER MAIN					DEPT				DEPARTMENT	LT	LEFT	TW	TOP OF WALL
							STORM SEWER MAIN					DI				DUCTILE IRON	MAX	MAXIMUM	TYP	TYPICAL
							STORM SEWER MAIN					DWG				DRAWING	ME	MATCH EXISTING	W	WEST
							STORM SEWER MAIN					DWY				DRIVEWAY	MH	MANHOLE	W/O	WITHOUT
							STORM SEWER MAIN					E				EAST	MIN	MINIMUM	WSDOT	WASHINGTON STATE DEPT. OF TRANSPORTATION
							STORM SEWER MAIN					EA				EACH	MISC	MISCELLANEOUS		
							STORM SEWER MAIN					EL				ELEVATION	MON	MONUMENT		
							STORM SEWER MAIN					ENG				ENGINEER	MP	MIDPOINT		
							STORM SEWER MAIN					ER				END OF RADIUS	MSE	MECHANICALLY STABILIZED		
							STORM SEWER MAIN					EX				EXISTING	MW	MONITORING WELL		
							STORM SEWER MAIN					FF				FINISH FLOOR ELEVATION	N	NORTH		
							STORM SEWER MAIN					FG				FINISHED GRADE	NTS	NOT TO SCALE		
							STORM SEWER MAIN					FH				FIRE HYDRANT	OC	ON CENTER		
							STORM SEWER MAIN										OFF	OFFSET		
							STORM SEWER MAIN										OVL	OVERLAY		
PAVEMENT AND ROAD SURFACE TYPES																				
EXISTING		REMOVE		NEW		DESCRIPTION														
						* ASPHALT RDWAY														
						** PERVIOUS, POROUS ASPHALT RDWAY														
						ASPHALT OVER CONCRETE														
						ASPHALT GRIND & OVERLAY														
						2" HMA OVER 2" CSTC														
						ADA ACCESS RAMP														
						CEMENT CONC. SIDEWALK														
						* CEMENT CONC. RDWAY														
						** PERVIOUS, POROUS CEMENT CONC. RDWAY														
						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																
				CLASS 1 - 4" TO 12" DIAMETER TREE																



CONSTRUCTION NOTES

① PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES



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, POT-HOLING AND AVOIDING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org				NO		REVISION		DATE		APPD		FINAL CONSTRUCTION CHECKED		DATE JULY 2021		SCALE 1" = 20'		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		CONSTRUCTION PLANS TAYLOR WAY CURVE TIE REPLACEMENT STA 11+00 TO 14+40		RAL-00117	
												BY CNS		CHECKED CNS								SHEET NO. 3	
												DATE		DRAWN COB		PROJECT NAME TWW						SHEET C-01 OF C-01	
												FIELD BOOKS		DRAWING NAME TWW-CONST				ENGINEERING DIVISION MANAGER					

PART III
STATE PREVAILING WAGE RATES
AND
GENERAL REQUIREMENTS

PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in PIERCE County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their MY L&I account.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

services has changed.

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
- 4.1.2 Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

4.5 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:

4.5.1 Endorsed to include Limited Seepage and Pollution Endorsement

4.5.2 Endorsed to include Evacuation Expense Coverage Endorsement.

4.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.