



City of Tacoma  
Tacoma Rail

# **SPECIFICATION NO. TR21-0614F**

## **Transfer Lead Upgrades**

**Project No. RAL-00118**

**CITY OF TACOMA**

**Tacoma Rail**

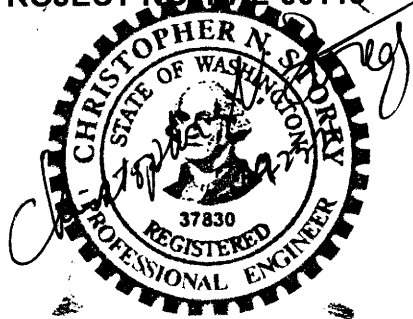
**REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT**

**FOR**

**SPECIFICATION NO.  
TR21-0614F**

**Transfer Lead Upgrades**

**PROJECT NO. PAL-00118**



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

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

SPECIFICATION NO. TR21-0614F

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**City of Tacoma  
Tacoma Rail**

**REQUEST FOR BIDS TR21-0614F  
Transfer Lead Upgrades**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, October 26, 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](mailto: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](mailto: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 35<sup>th</sup> 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 35<sup>th</sup> 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](http://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](http://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, rail and an asphalt crossing.

**Estimate:** \$251,000

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

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

**Title VI Information:**

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

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

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



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

## **SPECIAL REMINDER TO ALL BIDDERS**

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

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

**PLEASE NOTE:** Be sure you have complied with all specifications and requirements and have signed 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).

### **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. 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.

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

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

## **D. DETERMINATION OF BIDDER RESPONSIBILITY**

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

## **PART I**

### **BID PROPOSAL AND CONTRACT FORMS**

# **BID PROPOSAL**

SPECIFICATION NO. TR21-0614F

Transfer Lead Upgrades

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. RAL-00118 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	2 Each	\$ _____	\$ _____
6. 8-31	Project Surveying	1 Lump Sum	Lump Sum	\$ _____
7. 8-31	Remove and Replace Rail	280 Track Feet	\$ _____	\$ _____
8. 8-31	Remove and Replace Asphalt Crossing	1 Lump Sum	Lump Sum	\$ _____

Contractor's Name: \_\_\_\_\_  
Specification No. TR21-0614F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. 8-31	Select Tie Replacement	280 Each	\$ _____	\$ _____
10. 8-31	Raise, Surface, Line and Dress	1224 Track Ft.	\$ _____	\$ _____
11. 8-31	#4 Ballast Incl. Haul	250 Ton	\$ _____	\$ _____
12. 8-31	Excavation, Including Haul and Disposal	170 Ton	\$ _____	\$ _____
13. 8-31	Steel Recycle Recorver	EST	Estimated	\$ <u>-19,000</u>

**Subtotal Items Nos. 1 - 13** \$ \_\_\_\_\_

10.3% Sales Tax (Items Nos. 1 - 13) \$ \_\_\_\_\_

**Base Bid (Subtotal Items Nos. 1 - 13 plus Tax)** \$ \_\_\_\_\_

Contractor's Name: \_\_\_\_\_  
Specification No. TR21-0614F

## 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. TR21-0614F Transfer Lead Upgrades**

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

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

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

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

\_\_\_\_\_  
E-Mail Address for Communications

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

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

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

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

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

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

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

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

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

\_\_\_\_\_





City of Tacoma

## Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**October 11, 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 contractor shall have completed at least five self-performed projects of similar scope and purpose within the past three years. The site supervisor in charge of the rail construction and rail road flagging shall also have at least three years of railroad construction experience. Complete the project experience summary below and identify the on-site supervisors, one or more of which will be assigned to the project.

**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 for Rail Construction and Railroad Flagging:**

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 "2022 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 *(\*\*\*\*\*)*  
31

32 **DESCRIPTION OF WORK**  
33 **(\*\*\*\*\*)**  
34

35 This Contract shall generally consist of *replacing 33% of the ties within the project area.*  
36 *Removing a concrete crossing and converting to asphalt. Replacing approximately 280*  
37 *track feet of rail with 115lb rail.*  
38  
39  
40

41 **END OF SECTION**  
42

1 **1-01 DEFINITIONS AND TERMS**

2  
3 **1-01.3 Definitions**

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

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

8  
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36  
37 *Supplement this Section with the following:*

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

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

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

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

7  
8 **Additive**

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

12  
13 **Alternate**

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

17  
18 **Business Day**

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

21  
22 **Contract Bond**

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

26  
27 **Contract Documents**

28 See definition for "Contract".

29  
30 **Contract Time**

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

33  
34 **Notice of Award**

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

37  
38 **Notice to Proceed**

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

42  
43 **Traffic**

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

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

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

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

3  
4 **Base Bid**

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

8  
9 **Calendar Day**

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

12  
13 **Change Order**

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

18  
19 **Day**

20 Unless otherwise specified, a calendar day.

21  
22 **Deductive**

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

26  
27 **Grand Total Price**

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

30  
31 **Standard Specifications**

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

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

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

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

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

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

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

13 *Add the following new section:*

14  
15 **1-02.1(1) Supplemental Qualifications Criteria**  
16 **(July 31, 2017 APWA GSP)**  
17

18 In addition, the Contracting Agency has established Contracting Agency-specific and/or  
19 project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for  
20 determining Bidder responsibility, including the basis for evaluation and the deadline for  
21 appealing a determination that a Bidder is not responsible. These criteria are contained  
22 in Section 1-02.14 Option C of these Special Provisions.  
23

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

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

27  
28 Information as to where Bid Documents can be obtained or reviewed can be found in the  
29 Call for Bids (Advertisement for Bids) for the work.  
30

31 After award of the contract, plans and specifications will be issued to the Contractor at  
32 no cost as detailed below:  
33

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.

34  
35 Additional plans and Contract Provisions may be obtained by the Contractor from the  
36 source stated in the Call for Bids, at the Contractor's own expense.  
37  
38  
39

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

36 **Original bid bonds will be delivered to:**

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

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

44  
45 **1-02.9 Delivery of Proposal**

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

48  
49 Each Proposal shall be submitted in a sealed envelope or shall be submitted  
50 electronically via email to [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org), with the Project Name and Project  
51 Number as stated in the Call for Bids clearly marked on the outside of the envelope,

or as otherwise required in the Bid Documents, to ensure proper handling and delivery. noted on the subject line of the email, or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

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

Delete this section, and replace it with the following:

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

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

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

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

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

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

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

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

Preliminary and final bid results are posted at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

#### **1-02.13 Irregular Proposals (June 20, 2017 APWA GSP)**

Delete this section and replace it with the following:

1. A Proposal will be considered irregular and will be rejected if:
  - a. The Bidder is not prequalified when so required;
  - b. The authorized Proposal form furnished by the Contracting Agency is not used or is altered;
  - c. The completed Proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;

- d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
  - e. A price per unit cannot be determined from the Bid Proposal;
  - f. The Proposal form is not properly executed;
  - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
  - h. The Bidder fails to submit or properly complete 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 in the 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) any additional information obtained by the Contracting Agency which is believed to be relevant to the matter.

If the Contracting Agency determines the Bidder does not meet the bidder responsibility criteria above and is therefore not a responsible Bidder, the Contracting Agency shall

1 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees  
2 with this determination, it may appeal the determination within 24 hours of receipt of the  
3 Contracting Agency's determination by presenting its appeal to the Contracting Agency.  
4 The Contracting Agency will consider the appeal before issuing its final determination. If  
5 the final determination affirms that the Bidder is not responsible, the Contracting Agency  
6 will not execute a contract with any other Bidder until at least two business days after the  
7 Bidder determined to be not responsible has received the final determination.  
8

9 **1-02.15 Pre Award Information**  
10 **(August 14, 2013 APWA GSP)**  
11

12 *Revise this section to read:*  
13

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

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

29 **END OF SECTION**  
30

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

21 *Revise this section to read:*

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

37  
38 **1-03.2 Award of Contract**  
39 **(March 27, 2003 Tacoma GSP)**

40  
41 All references to 45 calendar days shall be revised to read 60 calendar days.

42  
43 **1-03.3 Execution of Contract**  
44 **(October 1, 2005 APWA GSP)**

45 *Revise this section to read:*

46  
47 Copies of the Contract Provisions, including the unsigned Form of Contract, will be  
48 available for signature by the successful bidder on the first business day following  
49 award. The number of copies to be executed by the Contractor will be determined by the  
50 Contracting Agency.

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

6  
7 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting  
8 Agency nor shall any work begin within the project limits or within Contracting Agency-  
9 furnished sites. The Contractor shall bear all risks for any work begun outside such  
10 areas and for any materials ordered before the contract is executed by the Contracting  
11 Agency.

12  
13 If the bidder experiences circumstances beyond their control that prevents return of the  
14 contract documents within the calendar days after the award date stated above, the  
15 Contracting Agency may grant up to a maximum of 10 additional calendar days for  
16 return of the documents, provided the Contracting Agency deems the circumstances  
17 warrant it.

18  
19 **1-03.4 Contract Bond**  
20 **(July 23, 2015 APWA GSP)**

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

22  
23 The successful bidder shall provide executed payment and performance bond(s) for the  
24 full contract amount. The bond may be a combined payment and performance bond; or  
25 be separate payment and performance bonds. In the case of separate payment and  
26 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

1 the authority of the individual signing the bond(s) to bind the corporation (i.e.,  
2 corporate resolution, power of attorney, or a letter to such effect signed by the  
3 president or vice president).  
4

5 *Add the following new section:*  
6

7 **1-03.5 Failure to Execute Contract**  
8 **(April 15, 2020 Tacoma GSP)**

9 *The first sentence is revised to read:*  
10

11 Failure to return the insurance certification and bond with the signed contract as required  
12 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required  
13 in the contract, or failure or refusal to sign the Contract, or failure to register as a  
14 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit  
15 of this Bidder  
16

17  
18 **END OF SECTION**  
19



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

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

6 *Revise the second paragraph to read:*

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

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

18  
19  
20  
21 **END OF SECTION**  
22  
23

1 **1-05 CONTROL OF WORK**

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

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

6  
7 **1-05.3 Submittals**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- Project Name: Transfer Lead Upgrades
- Project Specification Number: TR21-0614F
- Project No. RAL-00118
- Submittal Date
- Description of Submittal
- Sequential, unique submittal number.
- Related Specification Section and/or plan sheet
- The following statement: "This document has been detail-checked for accuracy of content and for compliance with the Contract documents. The information contained herein has been fully coordinated with all involved Subcontractors."
- Printed or typed name and signature of Contractor.

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

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

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

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

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

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

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

### 1-05.3(4) Resubmittals

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

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

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

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

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

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

Section	Description
1-05.3(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
4-04	Crushed Surfacing Top Course
4-04	Crushed Surfacing Base Course
5-04	Asphalt Mix Design Certification
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

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

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

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

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

4  
5 The Contractor shall provide to the City, access to Project Red Line Drawings at all  
6 times during normal working hours.

7  
8 Red line drawings shall be updated on a continuous basis. The Contractor shall bring  
9 the up-to-date drawings to a monthly "red line review" meeting where the Engineer will  
10 verify the maintenance of the Project Red Line Drawings as part of the condition  
11 precedent to approving the monthly progress payment disbursement process. Monthly  
12 progress payments to the Contractor may not be processed, if red line information for  
13 the involved work to date has not been accurately recorded on the Project Red Line  
14 Drawings.

15  
16 At the completion of the construction work, prior to pre-final payment, all Project Red  
17 Line Drawings shall be submitted to the Engineer.

18  
19 A. Project Red Line Drawings:

20  
21 Do not permanently conceal any work until required information has been recorded.  
22 Mark drawings to show the actual installation where the installation varies from the  
23 work as originally shown on the Contract drawings or indicated in the Contract  
24 Specifications. Give particular attention to information on concealed elements that  
25 would be difficult to measure and record at a later date.

- 26  
27 1. Changes and information shall be clearly drawn, described and shown  
28 technically correct.  
29  
30 2. Mark drawings with red erasable pencil.  
31  
32 3. Record data as soon as possible after obtaining it.  
33  
34 4. Mark any new information.  
35  
36 5. Keep accurate measurements of horizontal and vertical locations of  
37 underground services and utilities.  
38  
39 6. Mark any changes made where installation varies from that shown  
40 originally, such as, in materials, equipments, locations, alignments,  
41 elevations, and any other dimensions of the work.  
42  
43 7. For any work not demolished, abated, or salvaged, cross out and  
44 appropriately annotate "Not Complete".  
45  
46 8. Indicate revisions to drawings with a "cloud" drawn around the  
47 revision and note date the revision(s) was made.  
48  
49 9. Note Request For Change (RFC), Request For Information (RFI), and  
50 similar identification, where applicable.  
51

1 B. Format:

2  
3 Identify and date each print; include the designation "PROJECT RED LINE  
4 DRAWINGS" in a prominent location.

5  
6 1. Prints: Organize Red Line Drawings into manageable sets. Include  
7 identification on cover sheets.

8  
9 2. Identify cover sheets as follows:

- 10  
11
  - 12 • Specification No.
  - 13 • Project Name
  - 14 • Date
  - 15 • "PROJECT RED LINE DRAWINGS"
  - 16 • Name of Engineer
  - 17 • Name of Contractor

18 3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red  
19 Line Drawings and submit, on a CD-R, in pdf format.

20  
21 The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all  
22 costs associated with, including but not limited to, documenting, revising, updating,  
23 maintaining, and submitting red line drawings at the completion of construction work.

24  
25 **1-05.4 Conformity With and Deviations from Plans and Stakes**

26 *Add the following two new sub-sections:*

27  
28 **1-05.4(1) Roadway and Utility Surveys**  
29 **(October 1, 2005 APWA GSP)**

30  
31 The Engineer shall furnish to the Contractor one time only all principal lines, grades, and  
32 measurements the Engineer deems necessary for completion of the work. These shall  
33 generally consist of one initial set of:

- 34
  - 35 1. Slope stakes for establishing grading;
  - 36 2. Curb grade stakes;
  - 37 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
  - 38 4. Offset points to establish line and grade for underground utilities such as water,  
39 sewers, and storm drains.

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

42  
43 **1-05.4(2) Bridge and Structure Surveys**  
44 **(October 1, 2005 APWA GSP)**

45  
46 For all structural work such as bridges and retaining walls, the Contractor shall retain as  
47 a part of Contractor's organization an experienced team of surveyors.

48  
49 The Contractor shall provide all surveys required to complete the structure, except the  
50 following primary survey control which will be provided by the Engineer:

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

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

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

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

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

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

*Supplement this section with the following:*

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

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

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

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

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

#### 4 5 **1-05.11 Final Inspection**

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

#### 7 8 **1-05.11 Final Inspections and Operational Testing** 9 **(October 1, 2005 APWA GSP)**

##### 10 11 **1-05.11(1) Substantial Completion Date**

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

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

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

33  
34 The above process shall be repeated until the Engineer establishes the Substantial  
35 Completion Date and the Contractor considers the work physically complete and ready  
36 for final inspection.

##### 37 38 **1-05.11(2) Final Inspection and Physical Completion Date**

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



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

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

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

#### 14 15 **1-05.11(3) Operational Testing**

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

32  
33 The costs for power, gas, labor, material, supplies, and everything else needed to  
34 successfully complete operational testing, shall be included in the unit Contract prices  
35 related to the system being tested, unless specifically set forth otherwise in the proposal.  
36 Operational and test periods, when required by the Engineer, shall not affect a  
37 manufacturer's guaranties or warranties furnished under the terms of the Contract.

38  
39 *Add the following new section:*

#### 40 41 **1-05.12(1) One-Year Guarantee Period** 42 **(March 8, 2013 APWA GSP)**

43  
44 The Contractor shall return to the project and repair or replace all defects in  
45 workmanship and material discovered within one year after Final Acceptance of the  
46 Work. The Contractor shall start work to remedy any such defects within 7 calendar  
47 days of receiving Contracting Agency's written notice of a defect, and shall complete  
48 such work within the time stated in the Contracting Agency's notice. In case of an  
49 emergency, where damage may result from delay or where loss of services may result,  
50 such corrections may be made by the Contracting Agency's own forces or another  
51 Contractor, in which case the cost of corrections shall be paid by the Contractor. In the

1 event the Contractor does not accomplish corrections within the time specified, the work  
2 will be otherwise accomplished and the cost of same shall be paid by the Contractor.

3  
4 When corrections of defects are made, the Contractor shall then be responsible for  
5 correcting all defects in workmanship and materials in the corrected work for one year  
6 after acceptance of the corrections by Contracting Agency.

7  
8 This guarantee is supplemental to and does not limit or affect the requirements that the  
9 Contractor's work comply with the requirements of the Contract or any other legal rights  
10 or remedies of the Contracting Agency.

11  
12 **1-05.13 Superintendents, Labor and Equipment of Contractor**  
13 **(August 14, 2013 APWA GSP)**

14  
15 *Delete the sixth and seventh paragraphs of this section.*

16  
17 **1-05.15 Method of Serving Notices**  
18 **(March 25, 2009 APWA GSP)**

19 *Revise the second paragraph to read:*

20  
21 All correspondence from the Contractor shall be directed to the Project Engineer. All  
22 correspondence from the Contractor constituting any notification, notice of protest, notice  
23 of dispute, or other correspondence constituting notification required to be furnished  
24 under the Contract, must be in paper format, hand delivered or sent via mail delivery  
25 service to the Project Engineer's office. Electronic copies such as e-mails or  
26 electronically delivered copies of correspondence will not constitute such notice and will  
27 not comply with the requirements of the Contract.

28  
29 *Add the following new section:*

30  
31 **1-05.16 Water and Power**  
32 **(October 1, 2005 APWA GSP)**

33  
34 The Contractor shall make necessary arrangements, and shall bear the costs for power  
35 and water necessary for the performance of the work, unless the Contract includes  
36 power and water as a pay item.

**SUBMITTAL TRANSMITTAL FORM**

Transfer Lead Upgrades  
Project Number RAL-00118  
Specification No. TR21-0614F

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 **1-07.2(1) State Sales Tax — Rule 171**

41  
42 WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets,  
43 roads, etc., which are owned by a municipal corporation, or political subdivision of the  
44 state, or by the United States, and which are used primarily for foot or vehicular traffic.  
45 This includes storm or combined sewer systems within and included as a part of the  
46 street or road drainage system and power lines when such are part of the roadway  
47 lighting system. For work performed in such cases, the Contractor shall include  
48 Washington State Retail Sales Taxes in the various unit bid item prices, or other contract  
49 amounts, including those that the Contractor pays on the purchase of the materials,  
50 equipment, or supplies used or consumed in doing the work.

1 **1-07.2(2) State Sales Tax — Rule 170**

2  
3 WAC 458-20-170, and its related rules, apply to the constructing and repairing of new or  
4 existing buildings, or other structures, upon real property. This includes, but is not  
5 limited to, the construction of streets, roads, highways, etc., owned by the state of  
6 Washington; water mains and their appurtenances; sanitary sewers and sewage  
7 disposal systems unless such sewers and disposal systems are within, and a part of, a  
8 street or road drainage system; telephone, telegraph, electrical power distribution lines,  
9 or other conduits or lines in or above streets or roads, unless such power lines become a  
10 part of a street or road lighting system; and installing or attaching of any article of  
11 tangible personal property in or to real property, whether or not such personal property  
12 becomes a part of the realty by virtue of installation.

13  
14 For work performed in such cases, the Contractor shall collect from the Contracting  
15 Agency, retail sales tax on the full contract price. The Contracting Agency will  
16 automatically add this sales tax to each payment to the Contractor. For this reason, the  
17 Contractor shall not include the retail sales tax in the unit bid item prices, or in any other  
18 contract amount subject to Rule 170, with the following exception.

19  
20 Exception: The Contracting Agency will not add in sales tax for a payment the Contractor  
21 or a subcontractor makes on the purchase or rental of tools, machinery, equipment, or  
22 consumable supplies not integrated into the project. Such sales taxes shall be included  
23 in the unit bid item prices or in any other contract amount.

24  
25 **1-07.2(3) Services**

26  
27 The Contractor shall not collect retail sales tax from the Contracting Agency on any  
28 contract wholly for professional or other services (as defined in Washington State  
29 Department of Revenue Rules 138 and 244).

30  
31 **1-07.9 Wages**

32  
33 **1-07.9(5) Required Documents**  
34 **(March 1, 2004 Tacoma GSP)**

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

36  
37 Weekly certified payrolls shall be submitted for the Contractor and all lower tier  
38 subcontractors or agents.

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

41  
42 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit  
43 dollar amount paid to each employee for each employee classification.

44  
45 Where fringe benefits are paid into approved plans, funds, or programs, the amount of  
46 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified  
47 Payroll Affirmation form.

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

3 *This section is supplemented with the following:*  
4

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

12  
13 High pH process water shall not be discharged to waters of the State or the City  
14 stormwater system. Unless specific measures are identified in the Special Provisions,  
15 high pH water may be infiltrated, dispersed in vegetation or compost, or discharged to a  
16 sanitary sewer system. Disposal shall be in accordance with the City of Tacoma Surface  
17 Water Management Manual or to City wastewater system with proper approval. Water  
18 being infiltrated or dispersed shall have no chance of discharging directly to waters of  
19 the State or the City stormwater system, including wetlands or conveyances that  
20 indirectly lead to waters of the State. High pH process water shall be treated to within a  
21 range of 6.5 to 8.5 pH units prior to infiltration to ensure the discharge does not cause a  
22 violation of groundwater quality standards. If water is discharged to the sanitary sewer,  
23 the Contractor shall provide a copy of permits and requirements for placing the material  
24 into a sanitary sewer system prior to beginning the work. Process water may be  
25 collected and disposed of by the Contractor off the project site. The Contractor shall  
26 provide a copy of the permit for an approved waste site for the disposal of the process  
27 water prior to the start of work that generates the process water. A Special Approved  
28 Discharge permit shall be required for all discharges to the sanitary sewer system.  
29

30 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**  
31 **(February 9, 2011 Tacoma GSP)**

32 *This section is revised to read:*  
33

34 The Contractor shall prepare a project-specific spill prevention, control, and  
35 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The  
36 Contractor shall submit the plan to the Project Engineer no later than the date of the  
37 preconstruction conference. No on-site construction activities may commence until the  
38 Contracting Agency accepts an SPCC Plan for the project.  
39

40 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and  
41 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures  
42 Manual (M 31-11). Occupational safety and health requirements that may pertain to  
43 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC  
44 296-843.  
45

46 **Implementation Requirements**

47 The SPCC Plan shall be updated by the Contractor throughout project construction so  
48 that the written plan reflects actual site conditions and practices. The Contractor shall  
49 update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan  
50 on the project site. All project employees shall be trained in spill prevention and

1 containment, and they shall know where the SPCC Plan and spill response kits are  
2 located and have immediate access to them.

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

8  
9 The Contractor shall implement the spill prevention measures identified in the SPCC  
10 Plan before performing any of the following:

- 11  
12 1. Placing materials or equipment in staging or storage areas.
- 13  
14 2. Refueling, washing, or maintaining equipment.
- 15  
16 3. Stockpiling contaminated materials.

### 17 **SPCC Plan Element Requirements**

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

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



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

1 If the Contractor will use a Subcontractor for spill response, provide contact  
2 information for the Subcontractor under item 1 (above), identify when the  
3 Subcontractor will be used, and describe actions the Contractor shall take while  
4 waiting for the Subcontractor to respond.  
5

6 9. Project Site Map

7 Provide a map showing the following items:  
8

- 9 A. Site location and boundaries.  
10 B. Site access roads.  
11 C. Drainage pathways from the site.  
12 D. Nearby waterways and sensitive areas.  
13 E. Hazardous materials, equipment, and decontamination areas identified in 4,  
14 above.  
15 F. Pre-existing contamination or contaminant sources described in 5, above.  
16 G. Spill prevention and response equipment described in 7 and 8, above.  
17

18 10. Spill Report Forms

19 Provide a copy of the spill report form(s) that the Contractor will use in the event  
20 of a release or spill.  
21

22 **Payment**

23 Payment will be made in accordance with Section 1-04.1 for the following Bid item when  
24 it is included in the Proposal:  
25

26 "SPCC Plan," lump sum.  
27

28 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor  
29 shall receive 50-percent of the lump sum Contract price for the plan.  
30

31 The remaining 50-percent of the lump sum price will be paid after the materials and  
32 equipment called for in the plan are mobilized to the project.  
33

34 The lump sum payment for "SPCC Plan" shall be full pay for:  
35

- 36 1. All costs associated with creating the accepted SPCC Plan.  
37  
38 2. All costs associated with providing and maintaining the on-site spill prevention  
39 equipment described in the accepted SPCC Plan.  
40  
41 3. All costs associated with providing and maintaining the on-site standby spill  
42 response equipment and materials described in the accepted SPCC Plan.  
43  
44 4. All costs associated with implementing the spill prevention measures identified in  
45 the accepted SPCC Plan.  
46  
47 5. All costs associated with updating the SPCC Plan as required by this  
48 Specification.  
49

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](mailto: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

1 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or  
2 other electric or water utility structure owned by the City of Tacoma, the Contractor shall  
3 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone  
4 number 502-8044, and arrange for an inspection before proceeding. The Contractor  
5 shall perform, at the Contractor's expense, such additional work as is required to protect  
6 the pole or structure from subsidence. The Contractor may be directed to suspend work  
7 at the site of any such excavation until such utility structures are adequately protected.  
8

9 **1-07.18 Public Liability and Property Damage Insurance**

10 *Delete this section in its entirety, and replace it with the following:*  
11

12 **1-07.18 Insurance**  
13 **(December 17, 2019 Tacoma GSP)**  
14

15 During the course and performance of the services herein specified, the Contractor will  
16 maintain the insurance coverage in the amounts and in the manner specified in the City  
17 of Tacoma Insurance Requirements as is applicable to the services and deliverables  
18 provided under this Contract. The City of Tacoma Insurance Requirements document is  
19 fully incorporated herein by reference.  
20

21 Failure by the Contracting Agency to identify a deficiency in the insurance  
22 documentation provided by the Contractor or failure of the Contracting Agency to  
23 demand verification of coverage or compliance by the Contractor with these insurance  
24 requirements shall not be construed as a waiver of the Contractor's obligation to  
25 maintain such insurance.  
26

27 **1-07.23 Public Convenience and Safety**  
28

29 **1-07.23(1) Construction Under Traffic**  
30 **(May 2, 2017 APWA GSP)**  
31

32 *Revise the third sentence of the second paragraph to read:*  
33

34 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if  
35 approved by the Contracting Agency activating pedestrian recall timing or other  
36 accommodation may be allowed during construction.  
37

38 **1-07.23(1) Construction under Traffic**  
39 **(March 1, 2004 Tacoma GSP)**  
40

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

43 The following special traffic requirements shall be adhered to during all phases of  
44 construction:  
45

46 Milwaukee way shall remain fully open to vehicular and pedestrian traffic at all times.  
47

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

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

4  
5 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the  
6 construction work, parking may be restricted either entirely or during the time when it  
7 creates a hazard. Signs for restricting parking shall be approved by the City and placed  
8 by the Contractor. The Contractor shall be responsible for and shall maintain all such  
9 signs. The replacement of signs restricting parking shall be as approved by the  
10 Engineer.

11  
12 The Contractor shall notify all property owners and tenants of detours, street and alley  
13 closures, or other restrictions that may interfere with their access. Notification shall be at  
14 least twenty-four (24) hours in advance for residential property, and at least forty-eight  
15 (48) hours in advance for commercial property.

16  
17 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all  
18 times. In addition, the Contractor shall coordinate Contractor activities with all disposal  
19 firms and transit bus service that may be operating in the project area.

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

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

44  
45 *The sixth paragraph of this section is supplemented with the following:*

46  
47 Trenches backfilled with CDF shall be protected from traffic with steel plates. The plates  
48 shall remain in place for 24-hours after placement of the CDF or until CDF is compacted  
49 or hardened to prevent rutting by construction equipment or traffic.

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

3 *This section is supplemented with the following:*  
4

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

20 The Contractor shall notify the Engineer three (3) working days in advance of  
21 implementation of any street closures/detours allowed under the Contract. Advance  
22 notice signing shall be placed a minimum of three (3) working days prior to  
23 implementation of any street closure/detour.  
24

25 A minimum of three (3) working days prior to any street closure, the Contractor shall  
26 notify all entities below:  
27

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

36

37 **1-07.24 Rights of Way**  
38 **(July 23, 2015 APWA GSP)**  
39

40 *Delete this section and replace it with the following:*  
41

42 Street Right of Way lines, limits of easements, and limits of construction permits are  
43 indicated in the Plans. The Contractor's construction activities shall be confined within  
44 these limits, unless arrangements for use of private property are made.  
45

46 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
47 way and easements, both permanent and temporary, necessary for carrying out the  
48 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
49 Contractor's attention by a duly issued Addendum.  
50

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

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

16  
17 Each property owner shall be given 48 hours notice prior to entry by the Contractor.  
18 This includes entry onto easements and private property where private improvements  
19 must be adjusted.

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

35  
36  
37 **END OF SECTION**  
38  
39

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

19  
20 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than  
21 an 8-hour work shift on a regular working day, as defined in the Standard Specifications,  
22 such work shall be considered as overtime work. On all such overtime work, city staff  
23 may be required at the discretion of the Engineer. In such case, the Contracting Agency  
24 may deduct from amounts due or to become due to the Contractor for the costs in  
25 excess of the straight-time costs for employees of the Contracting Agency required to  
26 work overtime hours.

27  
28 The Contractor by these specifications does hereby authorize the Engineer to deduct  
29 such costs from the amount due or to become due to the Contractor.

30  
31 **1-08.1 Subcontracting - D/M/WBE Reporting**  
32 **(September 29, 2009 Tacoma GSP)**

33 *The eighth paragraph is revised to read:*

34  
35 On all projects funded with Contracting Agency funds only, the Contractor shall certify to  
36 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms  
37 that were used as subcontractors, lower tier subcontractors, manufacturers, regular  
38 dealers, or service providers on the contract. This certification shall be submitted to the  
39 Engineer, on the form provided by the Engineer, 20 calendar days after physical  
40 completion of the contract.

41  
42 **1-08.1 Subcontracting**  
43 **(May 17, 2018 APWA GSP, Option B)**

44  
45 *Delete the eighth paragraph.*

46  
47 *Revise the ninth paragraph to read:*

48  
49 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,  
50 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.  
51 Whenever the Contractor withholds payment to a Subcontractor for any reason including

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

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

*Revise this section to read:*

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

**1-08.4 Prosecution of Work**

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

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

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

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

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

*Revise the third and fourth paragraphs to read:*

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

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

*Revise the sixth paragraph to read:*

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

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

*This section is supplemented with the following:*

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

This project shall be physically completed within 35 working days.

#### **1-08.9 Liquidated Damages**

**(August 14, 2013 APWA GSP)**

*Revise the fourth paragraph to read:*

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring

1 after the Substantial Completion Date, liquidated damages shall be assessed on the  
2 basis of direct engineering and related costs assignable to the project until the actual  
3 Physical Completion Date of all the Contract Work. The Contractor shall complete the  
4 remaining Work as promptly as possible. Upon request by the Project Engineer, the  
5 Contractor shall furnish a written schedule for completing the physical Work on the  
6 Contract.

7  
8  
9 **END OF SECTION**  
10

1 **1-09 MEASUREMENT AND PAYMENT**

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

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

- 6  
7 4. Test results and scale weight records for each day's hauling operations are  
8 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,  
9 Scaleman's Daily Report, unless the printed ticket contains the same information  
10 that is on the Scaleman's Daily Report Form. The scale operator must provide  
11 AM and/or PM tare weights for each truck on the printed ticket.  
12

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

15 *Supplement this Section with the following:*

16  
17 The Contracting Agency has estimated and included in the Proposal, dollar amounts for  
18 all items to be paid per force account, only to provide a common proposal for Bidders.  
19 All such dollar amounts are to become a part of Contractor's total bid. However, the  
20 Contracting Agency does not warrant expressly or by implication, that the actual amount  
21 of work will correspond with those estimates. Payment will be made on the basis of the  
22 amount of work actually authorized by Engineer.  
23

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

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

26  
27 The Contractor shall submit a comprehensive summary list of all equipment anticipated  
28 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.  
29 The list shall include the contractor's equipment number, make, model, year, operation  
30 rate, standby rate, applicable attachments and any other applicable information  
31 necessary to determine the applicable rates in accordance with this section. In addition,  
32 the contractor shall submit an Equipment Watch rate sheet ([www.equipmentwatch.com](http://www.equipmentwatch.com))  
33 for each piece of equipment in the summary list. Access to the Equipment Watch web  
34 site is available at the City's Construction Management Office.  
35

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

38  
39 *Delete the first four paragraphs and replace them with the following:*

40  
41 The basis of payment will be the actual quantities of Work performed according to the  
42 Contract and as specified for payment.  
43

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

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 **1-10.1(2) Description**

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

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

5  
6 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times  
7 except when Work requires closure(s) that have been requested and approved in  
8 accordance with section 1-10.2(2).  
9

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

11  
12 Approved lane and ramp closures shall be for the minimum time required to complete  
13 the Work.  
14

15 *This section is supplemented with the following:*

16  
17 Only uniformed off-duty police officers shall be used to control traffic when it is  
18 necessary to override or provide traffic control at signalized intersections. Off-duty City  
19 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma  
20 PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by  
21 contacting the Tacoma PD first as stated below.  
22

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

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

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

36 **Traffic Control Management**

37 **1-10.2(1) General**

38 **(January 3, 2017)**

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

40  
41 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in  
42 the State of Washington. The Traffic Control Supervisor shall be certified by one of the  
43 following:  
44

45 The Northwest Laborers-Employers Training Trust  
46 27055 Ohio Ave.  
47 Kingston, WA 98346  
48 (360) 297-3035  
49  
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 **1-10.3(3)C Portable Changeable Message Sign**  
21 **(August 4, 2010 Tacoma GSP)**

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

24 Portable Changeable Message Signs shall be required on arterials streets where  
25 construction occurs for durations longer than seven (7) calendar days. Signs shall be  
26 solar charged and programmable. Signs shall be provided a minimum of seven (7)  
27 calendar days prior to construction and remain through the duration of the construction  
28 on the arterial street. Signs shall be provided on each end of the arterial street  
29 construction zone notifying oncoming traffic of the construction conditions. All costs  
30 associated with providing and maintain the signs for the required duration shall be  
31 included in the proposal item, "Project Temporary Traffic Control", per lump sum  
32

33 **1-10.4(2) Item Bids with Lump Sum for Incidentals**  
34 **(January 11, 2006 Tacoma GSP)**

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

37 No unit of measure will apply to the position of traffic control manager and it will be  
38 considered included in other unit contract prices in the Bid Proposal.  
39

40 **END OF SECTION**  
41  
42

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

4 **2-14.1 Description**  
5

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

9 **2-14.2 Pavement Classification**  
10

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

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

**Class CA** Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete pavement or, cement concrete base, and for which the total combined thickness of the pavement averages between six inches and twelve inches.

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

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

All final meetlines shall be sawcut.

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

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

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

### **2-14.4 Measurement**

Pavement removal will be measured per square yard.

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

### **2-14.5 Payment**

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

"Remove Existing Pavement, Type \_\_\_\_Class\_\_\_\_", per square yard

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

**END OF SECTION**

1 **2-15 CURB AND CURB AND GUTTER REMOVAL**  
2 **(March 17, 2003 Tacoma GSP)**  
3

4 **2-15.1 Description**  
5

6 The Work described in this section includes the complete removal and disposal of curbs  
7 and curb and gutter identified on the Plans or as marked in the field.  
8

9 **2-15.2 Curb Classification**  
10

11 Removal of curb and/or curb and gutter will be based on composition, as defined below:  
12

13 **Integral Curb** - Integral curb shall consist of curb that is constructed monolithic with the  
14 adjacent cement concrete pavement.  
15

16 **Curb** - Curb may consist of cement concrete curb, granite curb, or any other  
17 combination of rigid material that extends below the pavement surface elevation.  
18

19 **Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete  
20 extruded or precast curb that is installed on a pavement surface.  
21

22 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete curb  
23 with a brick gutter on a cement concrete base, or other combination of rigid material.  
24

25 **2-15.3 Construction Requirements**  
26

27 Integral curb removal shall consist of the removal of the curb and the integral base  
28 section under the curb. The removal shall be accomplished by sawcutting along the  
29 face of the curb.  
30

31 The removal of the curb and/or curb and gutter shall be conducted in such a manner as  
32 not to damage utilities and any portion of the improvement that is to remain in place.  
33 Any deviation in this matter will obligate the Contractor, at no expense to the Contracting  
34 Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the  
35 Engineer.  
36

37 **2-15.4 Measurement**  
38

39 Curb and curb and gutter removal will be measured per linear foot.  
40

41 **2-15.5 Payment**  
42

43 Payment will be made in accordance with Section 1-04.1.  
44

45 "Remove Integral Curb", per linear foot  
46

47 "Remove Curb", per linear foot  
48

49 "Remove Extruded/Precast Curb", per linear foot  
50

51 "Remove Curb and Gutter", per linear foot

1  
2 All costs associated with saw cutting necessary for the removal of curb and/or curb and  
3 gutter shall be included in the unit Contract price for removal.  
4

5  
6 **END OF SECTION**  
7

8

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

4 **4-04.5 Payment**

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

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

12  
13 **END OF SECTION**  
14

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

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

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

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

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

**5-04.2 Materials**

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

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

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

*This section is revised to read:*

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

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

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

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



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

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

11  
12 \*\*The mix design shall be performed by a lab accredited by a national authority such as  
13 Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The  
14 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO  
15 Accreditation Program (AAP) and shall supply evidence of participation in the AASHTO  
16 resource proficiency sample program.

17  
18 At the discretion of the Engineer, the Contracting Agency may accept verified mix  
19 designs older than 12 months from the original verification date with a certification from  
20 the Contractor that the materials and sources are the same as those shown on the  
21 original mix design.

22  
23 For the use of Commercial HMA, the Contractor shall select a class of HMA and design  
24 level of Equivalent Single Axle Loads (ESAL's) appropriate for the required use.  
25 Commercial HMA can be accepted by a Contractor certificate of compliance letter  
26 stating the material meets the HMA requirements defined in the Contract.

27  
28 **5-04.2(2)B Using HMA Additives**  
29 **(April 1, 2018 Tacoma GSP)**

30 *This section is revised to read:*

31  
32 The Contractor may, at the Contractor's discretion, elect to use additives that reduce the  
33 optimum mixing temperature or serve as a compaction aid for producing HMA. Additives  
34 include organic additives, chemical additives and foaming processes. The use of  
35 Additives is subject to the following:

- 36  
37 • Do not use additives that reduce the mixing temperature in the production  
38 of High RAP/Any RAS mixtures.
- 39  
40 • Before using additives, obtain the Engineer's approval using WSDOT  
41 Form 350-076 to describe the proposed additive and process.

42  
43 **5-04.3 Construction Requirements**

44  
45 **5-04.3(2) Paving Under Traffic**  
46 **(April 1, 2018 Tacoma GSP)**

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

48  
49 No traffic shall be allowed on any newly placed pavement without the approval of  
50 the Engineer.

1 **5-04.3(3)C Pavers**

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

3 *The second paragraph is deleted.*

4  
5 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle**

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

7 *The first paragraph is revised to read:*

8  
9 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless specific paving  
10 areas are specified below. A MTD/V shall only be used according to this special  
11 provision for the following paving areas:

12  
13 **5-04.3(4)C Pavement Repair**

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

15 *This section is revised to read:*

16  
17 Pavement repair shall be in accordance with the City of Tacoma Right-of-Way  
18 Restoration Policy found at:

19  
20 [https://www.cityoftacoma.org/government/city\\_departments/public\\_works/right-of-way](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way)

21  
22 Pavement repair consists of asphalt concrete saw-cutting, removing asphalt concrete  
23 pavement, removing crushed surfacing and subgrade, and installing Construction  
24 Geotextile for Separation, placing crushed surfacing top course over the Construction  
25 Geotextile, and HMA in accordance with the Contract or as directed by the Engineer.

26  
27 Pavement repair excavation may also be performed by the use of a milling machine of a  
28 type that has operated successfully on work comparable with that to be done under the  
29 Contract and shall be approved by the Engineer prior to use. If a milling machine is  
30 used for excavation, the excavation shall be as directed by the Engineer.

31  
32 In all types of excavation, after the removal of the asphalt, the base material will be  
33 evaluated by the Engineer to determine if it is suitable. If the base is determined not to  
34 be suitable, the Contractor shall remove the base material and restore the sub-grade in  
35 accordance with Section 2-06 and the Plans, regardless of the method used for  
36 excavation.

37  
38 Payment for pavement repair shall be by the unit Bid prices according to the Contract for  
39 all materials, labor, and equipment required to complete the pavement repair. Items not  
40 included in the Proposal shall be paid for according to Section 1-04.1(2).

41  
42 **5-04.3(6) Mixing**

43 **(Aug 1, 2020 Tacoma GSP)**

44 *The first paragraph is revised to read:*

45  
46 The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid  
47 asphalt binder prior to shipment to the asphalt mixing plant, when the mix design  
48 includes these additives. The Contractor shall submit the anti-stripping additive amount  
49 and the manufacturer's certification, together with the HMA mix design submittal in  
50 accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive  
51 submittal is accepted by the Engineer.

1 **5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**  
2 **(Aug 1, 2020 Tacoma GSP)**

3 *This section is revised to read:*

4  
5 Sample aggregate in accordance with Section 3-04 prior to being incorporated into HMA.  
6 The Contracting Agency shall evaluate the aggregate according to Special Provision 3-  
7 04. Aggregate contributed from RAP or RAS shall not be evaluated under Section 3-04.

8  
9 The combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA Mix  
10 Design report or evaluation report per Special Provision 5-04.2(2) will be used for VMA  
11 calculations. The Contracting Agency shall not be required to perform a Gsb test.

12  
13 **5-04.3(9) HMA Mixture Acceptance**  
14 **(April 1, 2018 Tacoma GSP)**

15 *The first paragraph is revised to read:*

16  
17 The Contracting Agency will evaluate the HMA mixture by nonstatistical or visual  
18 evaluation as determined from the criteria in Table 7 or as determined by the Engineer.

19  
20 **5-04.3(9)A Test Sections**  
21 **(April 1, 2018 Tacoma GSP)**

22 *The first paragraph is revised to read:*

23  
24 At the start of paving, if requested by the Contractor, a compaction test section shall be  
25 constructed as directed by the Engineer to determine the compactibility of the mix  
26 design. Compactibility shall be based on the ability of the mix to attain the specified  
27 minimum density (91 percent of the maximum density determined by WSDOT SOP 729,  
28 and FOP for AASHTO T 209).

29  
30 Following determination of compactibility, the Contractor is responsible for the control of  
31 the compaction effort. If the Contractor does not request a test section, the mix will be  
32 considered compactible. See also Section 5-04.3(10)C2.

33  
34 The Contractor shall also construct a test section when requested by the Engineer. Test  
35 sections that are in complete compliance with the requirements of Section 5-04 can be  
36 incorporated into the Work, and shall be included in the quantities for related Bid Items;  
37 otherwise, the Contractor shall remove the defective pavement in failed test sections as  
38 determined by the Engineer and at no cost to the Contracting Agency. The Contracting  
39 Agency will only pay for HMA pavement that is accepted and incorporated into the  
40 project at the discretion of the Engineer. See also Section 5-04.3(10)C2.

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

43  
44 The purpose of a test section is to determine whether or not the Contractor's mix design  
45 and production processes will produce HMA meeting the Contract requirements related  
46 to mixture. Construct HMA mixture test sections at the beginning of paving, using at  
47 least 100 tons and a maximum of 800 tons or as specified by the Engineer. Each test  
48 section shall be constructed in one continuous operation.

**5-04.3(9)B Mixture Acceptance – Statistical Evaluation  
(April 1, 2018 Tacoma GSP)**

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

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

**5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots  
(April 1, 2018 Tacoma GSP)**

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

**5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

*This section is revised to read:*

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

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

**5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results  
(Aug 1, 2020 Tacoma GSP)**

*This section is revised to read:*

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

1. Quality control, defined as the system used by the Contractor to monitor, assess, and adjust its production processes to ensure that the final HMA mixture will meet the specified level of quality, is the sole responsibility of the Contractor.
2. The Contractor has no right to rely on any testing performed by the Contracting Agency, nor does the Contractor have any right to rely on timely notification by the Contracting Agency of the Contracting Agency's test results (or statistical analysis thereof), for any part of quality control and/or for making changes or correction to any aspect of the HMA mixture.

- 1  
2 3. The Contractor shall make no claim for untimely notification by the  
3 Contracting Agency of the Contracting Agency's test results (or statistical  
4 analysis thereof).  
5

6 **5-04.3(10)B HMA Compaction - Cyclic Density**  
7 **(April 1, 2018 Tacoma GSP)**

8 *This section is deleted.*  
9

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

12 *This section is deleted.*  
13

14 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**  
15 **(April 1, 2018 Tacoma GSP)**

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

17 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing**

18 *The second paragraph is revised to read:*  
19

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

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

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

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

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

42 **5-04.4 Measurement**  
43 **(April 1, 2018 Tacoma GSP)**

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

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

1 Contractor elects to remove and replace mix as allowed in Section 5-04.3(11), the  
2 material removed will not be measured.

3  
4 *The second paragraph is revised to read:*

5  
6 No specific unit of measure will apply to roadway cores, which shall be included in the  
7 measurements for the HMA items that are included in the Proposal.

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

10  
11 HMA for Approach Cl. \_\_\_ PG 58H-22 shall be measured per square yard of finished  
12 driveway and approach.

13  
14 No specific unit of measure will apply to anti-stripping additive, which shall be included in  
15 the measurements for the HMA items that are included in the Proposal.

16  
17 **5-04.5 Payment**

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

19 *Pay items for "Job Mix Compliance Price Adjustment" and "Compaction Price*  
20 *Adjustment" are deleted.*

21  
22 *The following pay items for HMA are revised to read:*

23  
24 "HMA Cl. \_\_\_ PG \_\_\_", per ton.

25 "HMA for \_\_\_ Cl. \_\_\_ PG \_\_\_", per ton.

26  
27 The unit Contract price per ton for "HMA Cl. \_\_\_ PG \_\_\_" and "HMA for \_\_\_ Cl. \_\_\_ PG \_\_\_"  
28 shall be full payment for all costs incurred to carry out the requirements of Section 5-04,  
29 including coring and testing, and shall include anti-stripping additive, asphalt wedge  
30 curbs, thickened edges, curb drains, and connection to existing drains in accordance  
31 with the Contract. Any costs that are already included in other Bid items in the Proposal  
32 shall not be included in the unit Contract prices per ton for these HMA Bid items.

33  
34 *The pay item "HMA for Approach Cl. \_\_\_PG\_\_\_" is revised to read:*

35  
36 "HMA for Approach Cl. \_\_\_PG 58H-22", per square yard.

37  
38 The unit Contract price per square yard for "HMA for Approach Cl. \_\_\_PG 58H-22" shall  
39 be full payment for all costs incurred to carry out the requirements of Section 5-04,  
40 including anti-stripping additive; and shall include asphalt wedge curbs, thickened edges,  
41 curb drains, and connection to existing drains in accordance with the Contract. Any  
42 costs that are already included in other Bid items in the Proposal shall not be included in  
43 the unit Contract price per square yard for this HMA Bid item. The Contractor shall also  
44 include all costs associated with excavating for driveways and approach, including haul  
45 and disposal in the unit Contract price per square yard for "HMA for Approach Cl. \_\_\_ PG  
46 58H-22", regardless of the depth.

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

49  
50 "HMA Cl. \_\_\_ PG \_\_\_ for Pavement Patch", per ton.

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

4  
5 "Cold Plant Mix for Temporary Pavement Patch", per ton.

6  
7 The unit Contract price for "Cold Plant Mix for Temporary Pavement Patch" shall be full  
8 pay for all labor, equipment, and materials required to furnish and install; maintain; and  
9 remove and dispose of the temporary patch.

10  
11 Temporary pavement patches placed between October 1<sup>st</sup> and March 31<sup>st</sup> shall be HMA  
12 Cl. 1/2" PG 58H-22.

13  
14 **END OF SECTION**  
15

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](http://www.cityoftacoma.org/stormwatermanual).  
9

10 **8-01.3(1) General**  
11

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

13 *This section is revised to read:*  
14

15 The Contractor shall adopt or modify a Temporary Erosion and Sediment Control  
16 (TESC) Plan and Stormwater Pollution Prevention Plan (SWPPP) Report. The  
17 Contractor shall include an implementation schedule for the TESC Plan and SWPPP  
18 and incorporate this implementation schedule into the Contractor's progress report. The  
19 SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and  
20 1-08.3.  
21

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

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

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

41 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

42 *This section is revised to read:*  
43

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



CPESC shall be listed on the Emergency Contact List required under Section 1-05.13(1).

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

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

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

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

*This section is revised to read:*

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

1 “boils” during excavation, shall not occur. The Contractor is responsible for all  
2 foundation material required due to lack of dewatering efforts.

3  
4 **Dewatering Requirements.** The Contractor shall design, construct, and operate a  
5 dewatering system in accordance with this Section and the SAD Authorization. The  
6 Contractor shall have competent workers available at all times for the continuous and  
7 successful operation of the dewatering and monitoring system.

8  
9 **Dewatering Plan.** The Contractor shall submit a dewatering plan to the Engineer for  
10 review in accordance with Section 1-05.3 prior to the start of construction. Review of the  
11 dewatering plan submitted by the Contractor shall not relieve the Contractor from full  
12 responsibility for adequate design and performance of the system. The Contractor shall  
13 be solely responsible for the proper design, installation, operation and maintenance of  
14 the dewatering system. The Contractor shall be liable for any damages caused by  
15 system failure.

16  
17 The dewatering plan shall include the following components:

- 18  
19 1. System Components – Describe the method and equipment proposed for  
20 dewatering the excavation. The Contractor shall have on hand sufficient  
21 pumping equipment and machinery in good working condition for all  
22 emergencies, including power outage and flooding
- 23 2. Treatment Method – Describe how dewatering water that is to be  
24 discharged to the City’s sanitary sewer system will be treated to meet the  
25 applicable discharge limits of the Special Approved Discharge  
26 Authorization and Tacoma Municipal Code 12.08. Provide applicable  
27 calculations.
- 28 3. Point of Discharge – Describe the point of discharge of the dewatering  
29 water. Any discharges to private property will require written  
30 documentation from the property owner that this point of discharge is  
31 permitted. The Contractor shall provide all proposed points of discharge  
32 as part of the Special Approved Discharge Authorization Application.
- 33 4. Maintenance Plan – Describe how the designed system will be  
34 maintained over the course of the project.
- 35 5. Monitoring Plan – Describe how discharge will be monitored to ensure  
36 compliance with all discharge requirements.
- 37 6. Special Approved Discharge (SAD) Authorization Application – The  
38 Contractor shall apply for a SAD Authorization as part of the dewatering  
39 plan. No discharge of dewatering water to the City’s sewer systems will  
40 be permitted without obtaining this authorization. The City Construction  
41 Manager will provide the SAD authorization application to the Contractor  
42 after award of the contract.

43  
44 **Requirements for Dewatering Water Discharge to the Storm Sewer System.**

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

47  
48 **Requirements for Dewatering Water Discharge to the Sanitary Sewer System.**

49 Prior to discharge of dewatering water to the City’s sanitary sewer system, sediment  
50 control BMPs must be employed. Groundwater discharges to the sanitary sewer system  
51 shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS analysis may be

completed by the City Lab with a three-day turnaround, or by a third party laboratory at no additional cost to the City.

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

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

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

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

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

*The third paragraph is revised to read:*

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

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

*The third paragraph is revised to read:*

Street washing with water shall not be permitted.

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

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

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

*The section is supplemented with the following:*

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

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

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

3  
4 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose  
5 soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or  
6 1/2 to 2/3 the thickness of the wattle.

7  
8 **8-01.4 Measurement**

9 *The third paragraph is revised to read:*

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

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

15  
16 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution  
17 Prevention Plan (SWPPP)".

18  
19 *Add the following new sections:*

20  
21 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

22  
23 When the bid Proposal contains the item "Erosion/Water Pollution Control", there will be  
24 no measurement of unit items for Work defined by Section 8-01.4 except as described in  
25 Section 8-01.4(2). Also, except as described in Section 8-01.4(2), all of Sections 8-01.4  
26 and 8-01.5 are deleted.

27  
28 **8-01.4(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

29  
30 The Contract Provisions may establish the project as lump sum, in accordance with  
31 section 8-01.4(1) and also include one or more of the items included above in section 8-  
32 01.4. When that occurs, the corresponding measurement provision in Section 8-01.4 is  
33 not deleted and the Work under that item will be measured as specified.

34  
35 The bid proposal contains the item "Erosion/Water Pollution Control," lump sum and the  
36 additional erosion control items listed below. The provisions of Section 8-01.4(1),  
37 Section 8-01.4(2), and Section 8-01.5(2) shall apply.

38  
39 "ESC Lead," per Day

40  
41 "Inlet Protection," per each

42  
43 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution  
44 Prevention Plan (SWPPP)".

45  
46 No specific unit of measurement shall apply to the lump sum item "NPDES Construction  
47 Stormwater General Permit".

1 **8-01.5 Payment**

2 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section*  
3 *1-09.6 is revised to read:*

4  
5 Installation, maintenance, and removal of erosion and water pollution control devices  
6 including removal and disposal of sediment, stabilization and rehabilitation of soil  
7 disturbed by these activities and any additional Work deemed necessary by the  
8 Engineer to control erosion and water pollution will be paid by force account in  
9 accordance with Section 1-09.6. Directing implementation by ESC Lead of the  
10 measures identified in the SWPPP, shown on the TESC plan, and all other work as  
11 included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-  
12 09.6.

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

15  
16 Where removal of erosion control BMPs is directed by the Engineer according to 8-  
17 01.3(16) or according to these specification and the plans, removal shall be included in  
18 the lump sum or unit cost for these respective BMPs.

19  
20 "Erosion Control", per lump sum. The lump sum contract price for "Erosion Control" shall  
21 be full pay for all cost for labor, equipment, and materials to perform all work associated  
22 with erosion control. Work shall include, but shall not be limited to, furnishing, purchase  
23 and delivery or required materials, installation and maintenance of temporary erosion  
24 and sediment control measures, and all costs incurred by the Contractor in performing  
25 the Contract Work defined in Section 8-01, except for unit bid items in Section 8-01  
26 when these are included in the bid proposal. It is the Contractor's responsibility to  
27 maintain, repair, and replace any and all erosion control measures as required to  
28 maintain compliance with the NPDES Construction Stormwater General Permit and  
29 Tacoma Municipal Code 12.08 for the entire duration of the Project.

30  
31 "Stormwater Pollution Prevention Plan (SWPPP)", per lump sum. The lump sum  
32 contract price for "Stormwater Pollution Prevention Plan (SWPPP)" shall be full pay for  
33 all costs, including but not limited to, preparing, submitting, revising, and resubmitting  
34 revisions for the Stormwater Pollution Prevention Plan.

35  
36 "Temporary Erosion and Sediment Control BMP Maintenance", Force Account or Lump  
37 Sum. Any maintenance necessary due to stormwater events shall be paid by force  
38 account. Any other maintenance needed shall be considered for the contractor's benefit  
39 and be paid by lump sum.

40 *Add the following new sections:*

41  
42 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**

43  
44 "Erosion/Water Pollution Control", per lump sum

45  
46 The lump sum contract price for "Erosion/Water Pollution Control" shall be full  
47 compensation for all costs incurred by the Contractor in performing the Contract Work  
48 defined in Section 8-01, except for costs compensated by Bid Proposal items inserted  
49 through Contract Provisions as described in Section 8-01.5(2)

1 Where removal of erosion control BMPs is directed by the engineer according to 8-  
2 01.3(16) or according to these specifications and the plans, removal shall be included in  
3 the lump sum or unit cost for these respective BMPs.

4  
5 **8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

6  
7 The Contract Provisions may establish the project as lump sum, in accordance with  
8 section 8-01.4(1) and also reinstate the measurement of one or more of the items  
9 described in section 8-01.4. When that occurs, the corresponding payment provision in  
10 Section 8-01.5 is not deleted and the Work under that item will be paid as specified.

11  
12 This section is supplemented with the following:

13  
14 “ESC Lead,” per Day

15  
16 “Inlet Protection,” per each

17  
18 “Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum

19  
20 The lump sum contract price for “Stormwater Pollution Prevention Plan (SWPPP)” shall  
21 be full pay for all costs, including but not limited to, preparing, submitting, revising, and  
22 resubmitting revisions for the Stormwater Pollution Prevention Plan.

23  
24 “NPDES Construction Stormwater General Permit”, per lump sum

25  
26 The lump sum contract price for “NPDES Construction Stormwater General Permit” shall  
27 be full pay for all costs, including but not limited to, sampling, monitoring, reporting,  
28 coordinating, inspecting, fees and any other expenses, materials and labor necessary to  
29 fully comply with the requirements of the permit and terminate it upon completion of the  
30 project.

31  
32 **END OF SECTION**  
33

## 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](http://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



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

3 ***Relations With Railroad***

4 Railroad Company, as used in these specifications, shall be the railroad company or  
5 companies, or railway company or companies specified in these Special Provisions.  
6 The following provisions, though referring to a single Railroad Company, shall be  
7 applicable to each of the following railroad companies or railway companies:  
8

9 Tacoma Rail

10  
11 ***Protection of Railroad Property***

12 The Contractor shall exercise care in all operations and shall, at the Contractor's  
13 expense, protect the property of the Railroad Company and the Company's  
14 appurtenances, property in its custody, or persons lawfully upon its right of way,  
15 from damage, destruction, interference or injury caused by the Contractor's  
16 operations. The Contractor shall prosecute the work to not interfere with the  
17 Railroad Company or its appurtenances, or any of the Railroad Company's trains or  
18 facilities, and shall complete the work to a condition that shall not interfere with or  
19 menace the integrity or safe and successful operations of the Railroad Company or  
20 its appurtenances, or any of the Railroad Company's trains or facilities.  
21

22 The Contractor shall not transport equipment, machinery, or materials across the  
23 Railroad Company's tracks, except at a public crossing, without the written consent  
24 of the Railroad Company.  
25

26 The Contractor shall keep the right of way and ditches of the Railroad Company  
27 open and clean from any deposits or debris resulting from its operations. The  
28 Contractor shall be responsible for the cost to clean and restore ballast of the  
29 Railroad Company which is disturbed or becomes fouled with dirt or materials when  
30 such deposits or damage result from the Contractor's operations, except as  
31 provided elsewhere.  
32

33 The Contractor's work shall be conducted in such a manner that there will be a  
34 minimum of interference with the operation of railroad traffic. The Railroad Company  
35 will specify what periods will be allowed the Contractor for executing any part of the  
36 work in which the Railroad Company's tracks will be obstructed or made unsafe for  
37 operation of railroad traffic.  
38

39 In the event that an emergency occurs in connection with the work specified, the  
40 Railroad Company reserves the right to do any and all work that may be necessary  
41 to maintain railroad traffic. If the emergency is caused by the Contractor, the  
42 Contractor shall pay the Railroad Company for the cost of such emergency work.  
43

44 Protective services to protect the Railroad Company's facilities, property, and  
45 movement of its trains or engines, including railroad flagging and other devices,  
46 may be required by the Railroad Company as a result of the Contractor's  
47 operations.  
48

49 The nature and extent of protective services, personnel and other measures  
50 required will in all cases be determined by the Railroad Company. Nothing in these  
51 specifications will limit the Railroad Company's right to determine and assign the

1 number of personnel, the classes of personnel for protective services, nor other  
2 protective measures it deems necessary.

3  
4 When, in the opinion of the Railroad Company, the services of qualified railroad  
5 flaggers or security personnel are necessary for the protection of the Railroad  
6 Company's facilities by reason of the Contractor's operations, the Contractor will  
7 furnish such qualified railroad flaggers or security personnel as may be required.

8  
9 The Railroad Company's contact is:

10  
11 Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554

12  
13 No act of the Railroad Company in supervising or approving any work shall reduce  
14 or in any way affect the liability of the Contractor for damages, expense, or cost  
15 which may result to the Railroad Company from the construction of this Contract.

### 16 17 **8-30.2 Materials**

18  
19 This Section left vacant intentionally.

### 20 21 **8-30.3 Construction Requirements**

- 22  
23 A. Access to the work site is only available via the Milwaukee Road Way and Tacoma  
24 Rails access road. Only rail-mounted equipment shall be used when working on  
25 the tracks and track bed unless otherwise approved in writing by Tacoma Rail.

26  
27 There shall be no storage of material or equipment within 20-feet of the centerline  
28 of any railroad track without prior written approval of Tacoma Rail. Where work is  
29 required within 20-feet of the track centerline, it shall be coordinated daily with  
30 Tacoma Rail's representative.

- 31  
32 B. The contractor shall notify the railroad prior to each day of work to confirm track  
33 accessibility and determine the need for track safety and protection measures  
34 provided by any rail operators.

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

36  
37 The work window will most likely be between the hours of 8 am and 5 pm, but may  
38 be subject to change depending on Tacoma Rail's operational needs.

39  
40 Tacoma Rail has routine train movements along this section of track and may need  
41 all tracks operational from time to time during construction. Therefore the  
42 contractor shall have the track under construction operational at the end of each  
43 working day for nightly train operations unless otherwise approved in writing by  
44 Tacoma Rail. The contractor can expect at least several freight train movements  
45 per day through the work zone.

### 46 47 **8-30.4 Measurement**

48  
49 This Section left vacant intentionally.

1   **8-30.5 Payment**

2

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

5

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

8

## **8-31 RAILROAD TRACK IMPROVEMENTS**

### **8-31.1 Description**

The work under this section shall generally consist of rail relay, tie replacement, crossing 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, excluding the crossing work.

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

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

#### **Remove and Replace Rail:**

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

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

It is anticipated that 33% of the ties will need to be replaced in the remove and replace rail sections of this project.

#### **Crossings:**

The contractor shall install the crossings at the locations shown on the plans. For purposes of this specification the installation of the crossings shall include the removal of the existing track and crossing material, the installation of either ten foot wood ties or concrete ties per the specifications, installing the desired crossing material, crushed surfacing, rail, and the asphalt underlayment.

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

### **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.

1 All deliveries and unloading operations shall be cleared with Tacoma Rail's  
2 representative prior to the commencement of work if deliveries will be made by rail to the  
3 site. Tacoma Rail must be kept operational during the term of this project.

4  
5 **8-31.2(1) Railroad Track Ballast**

6  
7 Railway ballast shall be manufactured by mechanical crushing from ledge rock, talus, or  
8 quarry rock, and shall have 100-percent fractured face. Track ballast shall be in  
9 accordance with the latest version of A.R.E.M.A. manual, Chapter 1, Part 2 (Ballast).  
10 The material from which railway ballast is manufactured shall meet the following  
11 requirements:

12 A. *Los Angeles Wear (500 Rev.): 30-percent maximum*

13 B. *Degradation Factor: 15 minimum*

14 C. *Gradation: Gradation shall conform to A.R.E.M.A. Size #4.*

15  
16 The contractor shall supply a sample, a one gallon bucket, of the material for review as  
17 part of the material submittal.

18  
19 **8-31.2(2) Track Spikes (A.R.E.M.A. Chapter 5, Part 2)**

20  
21 Track spikes shall be new prime in accordance with A.R.E.M.A. square shank and chisel  
22 point (5/8-inch by 6-inch).

23  
24 **8-31.2(3) Track Bolts (A.R.E.M.A., Chapter 4, Part 3)**

25  
26 Track bolts shall meet A.R.E.M.A. standard material, size, and shape.

27  
28 **8-31.2(4) Railroad Ties (A.R.E.M.A. Chapter 30, Part 3)**

29  
30 Wood Ties:

31 All ties shall be new grade cross ties 7"x9"x8.5' outside of crossing limits or  
32 7"x9"x10' inside crossing limits, mixed hardwoods and shall conform to  
33 A.R.E.M.A. and AWP specifications. The ties shall be of sound wood and well  
34 manufactured in accordance with applicable specifications. All ties shall be  
35 furnished with end plate anti-split devices. Treatment shall consist of seven (7)  
36 50-50 creosote/petroleum process conforming to AWP-C6 specifications.

1 **8-31.2(5) Joint Bars**

2  
3 All joint bars shall be new domestic steel 6 hole, 36" joint bars 115RE standard punch.

4  
5 **8-31.2(6) Rail**

6  
7 Rail for this project shall be new 115RE, AREMA head hardened domestic rail. Rail  
8 shall be supplied in 80 foot lengths with not more than 10% short rails between 33 feet  
9 and 39 feet in length.

10 Other track material (OTM) shall consist of bolts, tie plates, joint bars, gauge rods,  
11 spikes/fasteners, rail anchors, and compromise bars.

12  
13 **8-31.2(7) Tie Plates**

14  
15 In all tangent sections of track all tie plates shall be new or #1 relay and shall conform to  
16 A.R.E.M.A. Plan 7 or 8 – "A.R.E.M.A. 13" or 14" tie plates for 5-1/2" wide rail base.  
17 In the curves and switch areas of the project all tie plates shall be new Pandrol style with  
18 "e" clips and new screw spikes designed for 115RE rail.

19  
20 **8-31.2(8) Rail Anchors (A.R.E.M.A., Chapter 5, Part 7)**

21  
22 Rail anchors shall meet A.R.E.M.A. standard material, size, and shape for drive-on style  
23 rail anchors.

24  
25 **8-31.2(13) Insulated Joints**

26  
27 Insulated joints shall be Toughcoat Polybar non glued.

28  
29 **8-31.3 Construction Requirements**

30  
31 **8-31.3(1) General Requirements**

32  
33 Track work shall be in conformance with the standards of the A.R.E.M.A. and the  
34 requirements set forth in these Special Provisions. Workmanship shall be of the best  
35 quality to produce a finished installation as specified.

36  
37 The Contractor shall comply with all applicable FRA track and work place safety  
38 regulations, and Tacoma Rail Rules. All contractors and subcontractors personnel  
39 protective equipment (PPE) must include steel toed boots and a high visibility safety vest  
40 at a minimum which must be worn while on Tacoma Rail facilities. Contractors and  
41 subcontractors may implement more comprehensive PPE requirements for their  
42 personnel.

43  
44 The Contractor shall notify "One Call" Utility locate and locate existing underground  
45 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 Track removal and replacement shall occur over section of track shown in the plans.  
12 The contractor shall remove all ties, plates, spikes and bolts along with the existing rail  
13 and replace the OTM as defined in 8-31.2 Materials. All costs for removing the old rail  
14 and 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 "Remove and Replace Rail".  
20

21 All material shall be property of the contractor and properly disposed of offsite. Costs for  
22 recycling the rail and other track material shall be credited to unit pay item "Steel  
23 Recycle Recovery".  
24

25 **8-31.3(2)F Railroad Tie Disposition**

26  
27 The following information on tie disposal is provided for bidder information:  
28

29 **Railroad Tie Disposition**  
30

31 The contractor will be responsible for the removal and disposal of all railroad  
32 ties to be replaced as a result of this project in accordance with applicable  
33 Washington State and local regulations. Allowable disposal options include  
34 sale to the public for retaining walls, fencing, structural timbers, and  
35 landscape articles, sale to landscape supply businesses, and landfilling at a  
36 permitted solid waste landfill **which will accept the wood**. The contractor  
37 shall be responsible for all transportation of the ties as well as the securing of  
38 any required disposal authorizations from the local health department and  
39 any necessary laboratory analyses. Most ties will not be of sufficient quality  
40 to be sold to the public and must be landfilled.  
41

42 The proposal for this contract must include a plan for the disposal of the  
43 wood which details how and where any sale to the public will occur and  
44 where the unusable ties will be landfilled. The landfill proposal must also  
45 include a description of the required permits, authorizations, analyses, or  
46 other special requirements (such as size restrictions). The contractor must  
47 supply a copy of any dump receipts to the project inspector. Any disposal  
48 methods proposed other than those allowed above must be accompanied by  
49 a detailed plan for the disposal alternative.  
50  
51

1 **8-31.3(2)G Rail Disposition**

2  
3 The following information on Rail disposal is provided for bidder information:

4  
5 Rail Disposition

6  
7 The successful bidder will be responsible for the removal and disposal of all  
8 rail not reused as part of this contract. 100% of all rail generated as a result  
9 of this project shall be recycled or resold and other track material not being  
10 retained by Tacoma Rail. The contractor shall provide receipts to the City  
11 showing the credit for recycling or reselling the rail. This credit will be  
12 accounted for in the unit line item "Steel Recycle Recovery" at the end of the  
13 project. An estimated credit has been entered into this line for the  
14 convenience of bidding.

15  
16 The costs for removing and hauling the rail and OTM from the site to the  
17 recycler or re-seller shall be included in associated unit cost price "Remove  
18 and Replace Rail".  
19

20 **8-31.3(3) Excavation**

21 The finished subgrade surface shall be within plus or minus 0.05 foot from the specified  
22 elevation. The finished surface shall be compacted to a firm, dense, and unyielding  
23 condition using a heavy, self-propelled vibratory roller in accordance with 2022 WSDOT  
24 Standard Specifications 2-06 and 2-07.

25  
26 Locate, identify, and protect utilities that remain, from damage.

27  
28 Protect bench marks, survey control points, and existing structures from damage or  
29 displacement.  
30

31 Excavation shall be done the full length of the excavation area as shown in the project  
32 plans in order to establish subgrade. Excavation limits shall be six feet either side of the  
33 center line of rail, with a maximum 2 to 1 slope and the bottom of excavation shall be 8  
34 inches below the existing ties or 24 inches below the top of rail elevation.  
35

36 All excavated material shall be hauled to a location designated by the contractor to allow  
37 Tacoma Rail to test the material for metals and hydrocarbons. The material shall be  
38 placed on visqueen and covered with the same while it is stored in this location. After  
39 testing the contractor shall load the material into dump trucks and properly dispose.  
40

41 All costs for excavation, stockpiling, hauling to stockpile area and loading out from  
42 stockpiles shall be included in the unit pay item "Excavation, including Haul".  
43

44 **8-31.3(4) Geotextile**

45 Geotextile shall be placed as recommended by the manufacturer and the following basic  
46 guidelines:  
47

- 48 1) Keep the fabric taut and wrinkle free as it is rolled onto the subgrade.  
49 Overlap fabric sections a minimum of 30-inches at the joints.  
50



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

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

“Remove and Replace \_\_\_\_ Crossing”

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

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

Ballast shall be placed in all excavated limits.

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

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

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

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

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

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

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

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

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

1 **8-31.3(7)A Tolerances**

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

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

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

7               1. On tangents 1/4-inch

8               2. On curves (Variation from specified super elevation)  
9 1/4-inch

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

12               1. On curves 3/8-inch

13               2. On tangents 1/2-inch

14           D. *Vertical Track Profile:*

15               1. Maximum permissible runoff per 40-feet shall not exceed  
16 1-inch

17               2. Deviation from profiles at middle ordinate of 62-feet chord  
18 1/2-inch

19               3. Maximum permissible variation from design shall not exceed  
20 1/2-inch

21           E. *Mismatch of Rails at Joints:*

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

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

24  
25 **8-31.3(7)B Track Laying**

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

78-Foot Rail - 68 Joints Per Mile

Rail Temperature Degree F

Expansion (Inches)

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

1

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

4

5 **8-31.3(7)C Super Elevation**

6 Curved track will be super elevated as shown:

Degree of Curve	Elevation
3° - 12°	1/4-inch
Over 12°	TBD per specific location

7

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

10

11 **8-31.3(7)D Track Gauge**

12 Track gauge shall be as follows:

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

13

14 **8-31.3(7)E Tie Plates**

15 Tie plates shall be set in correct position on the ties, true-to-gauge, and with shoulders in  
16 full contact with the rail. There shall be one (1) tie plate under each rail at each tie; one  
17 (1) tie plate for running rail and guard rail. All tie plates shall be double shouldered.

18 Tie plates should be free from dirt and foreign material when installed.

19 Care must be exercised to see that canted tie plates are applied so as to cant the rail  
20 inward. Tie plates must be placed square with the rail and centered on the tie. Particular  
21 care must be given to see that the tie plate shoulders are never under the base of the  
22 rail and that the plates are well seated on the ties and the rail properly seated on the tie  
23 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.

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

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

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

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

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

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

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

6 Spikes shall be staggered to avoid splitting ties. Track shall be gauged at joints, center,  
7 and quarters as the spikes are driven; and the gauge shall not be removed until the  
8 spikes are driven home. Gauging shall be accurate in all respects.  
9

#### 10 **8-31.3(7)H Rail Anchors**

11 All turnouts and all track within 78-feet of turnouts and repaired trestles shall have every  
12 tie box anchored at every rail.  
13

14 All track within the project limits shall have every third tie box anchored at each rail. Rail  
15 anchors shall be applied as shown in the latest A.R.E.M.A. Manual Plan page 5-5-18,  
16 Diagram 2.  
17

18 Rail anchors shall be placed tight against each side of the tie. The anchors must be  
19 applied against the same tie on opposite rails. Rail anchors, when used must have full  
20 bearing against a sound tie. The full quota of rail anchors shall be applied prior to the  
21 passage of a train over the new rail.  
22

23 When anchors are applied to one (1) rail, anchors are also required on the opposite rail  
24 of the same track. Rail anchors should be applied on the gauge side of the rail except  
25 where insufficient clearance restricts the use of the anchor or application tool, in which  
26 case anchors may be applied from the field side of the rail where clearance permits.  
27 "e" clip elastic fasteners are an approved alternative to rail anchors so long as the 78  
28 feet requirement is followed.  
29

#### 30 **8-31.3(9) Raise, Surface, and Tamping**

31 Railway ballast shall be tamped in, under, and around the cross ties and switch ties by  
32 mechanical vibrating equipment until sufficiently compacted to support fully-loaded  
33 freight cars. A movable head switch tie tamper will be required for ballast compaction.  
34

35 Where switches are located the contractor shall hand tamp around switch points.  
36

37 The unloaded material shall be leveled by means of a ballast spreader.  
38

39 Ballast shall be well packed or tamped from a point 12-inches inside each rail for 8-foot  
40 ties, 15-inches inside each rail for 8' -6" ties, and 18-inches inside each rail for 9-foot  
41 ties, on both sides of the ties to the end of ties. Tamping should not be performed at the  
42 center of the tie to avoid center-bound track, but this center shall be filled lightly.  
43

44 Both ends of the ties shall be tamped simultaneously, and tamping inside and outside of  
45 the rail shall be done at the same time. Thorough tamping of ballast under the rail seat  
46 shall be required to insure that the ballast under the tie is completely compacted and that  
47 the rail is firmly seated on the tie plate.  
48  
49

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

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

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

This work shall consist of all labor, equipment and materials to replace the concrete crossing on Lincoln Avenue with a new asphalt crossing.

Demolition of the crossing shall include the work described in section 8-31.3(2).

The tracks shall have a super elevation of 0" within the Lincoln street grade crossing.

Construction shall include the installation of 10 foot cross ties, rail, OTM, ecology blocks, roadway rock base, and asphalt to replace the roadway.

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

Contractor shall supply Pandrol tie plates, "e" clips, and lags for all 10ft. ties within the crossing limits.

Contractor shall be responsible for all thermite welding processes.

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

<b>Materials</b>	<b>Size</b>	<b>Quantity</b>
Ties	7"x9"x10'	73
Rail	115 lb	120 track feet
Ballast	#4	112 tons
Asphalt	HMA Cl. ½" PG 64-22	30 tons
Crushed Surf.Top Crse	Section 4-04	116 tons
Ecology Blocks	2'x2'x6'	6
Remove Existing Pavement, Type I Class C6		117 square yards

\* This quantity is based on using 18.0" tie centers for all 10' long ties. The contractor shall use this spacing unless the panel manufacturer recommends a closer spacing.

1           \*\*All pavement markings and removal shall be installed/removed as  
2           described in WSDOT Section 8-22. Pay items will be as described in this  
3           section.

4  
5           The track should be raised to true surface and the ties tamped to a tight bearing against  
6           the raised rail. After all tamping operations, the cribs must be properly filled in and the  
7           track finished in accordance with the standard ballast section.

#### 8 9           **8-31.4 Measurement**

10  
11          "Project Surveying", shall be per lump sum.

12  
13          "Remove and Replace Rail", shall be per linear track foot as marked in the field by  
14          the City. Track feet will be measured along the center line of track.

15  
16          "Select Cross Tie Replacement", shall be per each.

17  
18          "Raise Surface Line and Dress", shall be per linear track foot as marked in the field by  
19          the City. Track feet will be measured along the center line of track.

20  
21          "\_\_\_ Ballast Incl. Haul", shall be per ton.

22  
23          "Excavation & Disposal, Incl. Haul", shall be per ton.

24  
25          "Steel Recycle Recovery", Estimated

26  
27          "Furnish and Install 115 RE, \_\_\_ Turnout", shall be per each.

28  
29          "Remove and Replace \_\_\_ Crossing", shall be per each.

#### 30 31           **8-31.5 Payment**

32  
33          Payment will be made in accordance with Section 1-04.1, for each of the following bid  
34          items that are included in the proposal:

35  
36          "Project Surveying", per lump sum.

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

39  
40          "Remove and Replace Track", per linear track foot.

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

45  
46          "Remove and Replace Rail", per linear track foot.

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

1 "Select Cross Tie Replacement", per each.

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

5  
6 "Raise Surface Line and Dress", per linear track foot.

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

10  
11 \_\_\_\_ Ballast Incl. Haul", per ton.

12 The price per ton for \_\_\_\_ Ballast" shall be full pay for all labor, equipment, and materials  
13 necessary to furnish and place the ballast on the track.

14  
15 "Excavation & Disposal, Incl. Haul", per ton.

16 The price per cubic yard for "Disposal, Incl. Haul" shall be full pay for all labor,  
17 equipment, and materials necessary to load, haul to the stockpile area, and load, haul  
18 and properly dispose of the material.

19  
20 "Steel Recycle Recovery", Estimated.

21 The final credit for "Steel Recycle Recovery" shall be the actual cost the contractor  
22 receives from the metal recycler for all material recycled.

23  
24 "Remove and Replace \_\_\_\_ Crossing", per each.

25 The price per each for "Remove and Replace \_\_\_\_ Crossing" shall be full pay for all  
26 labor, equipment, and materials necessary to remove and dispose of the ties, install new  
27 track ties, geotextile and all other rail hardware as described in the specifications. Costs  
28 shall also include costs for furnishing, installing and operating detour routes where  
29 applicable.

30  
31 "Install \_\_\_\_ Crossing", per each.

32 The price per each for "Install \_\_\_\_ Crossing" shall be full pay for all labor, equipment,  
33 and materials necessary to remove and dispose of the switch ties, install new track ties,  
34 asphalt and geotextile if required and all other rail hardware as described in the  
35 specifications. Costs shall also include costs for furnishing, installing and operating  
36 detour routes where applicable.

37  
38  
39 **END OF SECTION**



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

**9-03.1 Aggregates for Portland Cement Concrete**

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

*The seventh paragraph is deleted*

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

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

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

**9-03.6(1) Geeral 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**

## **APPENDIX A**

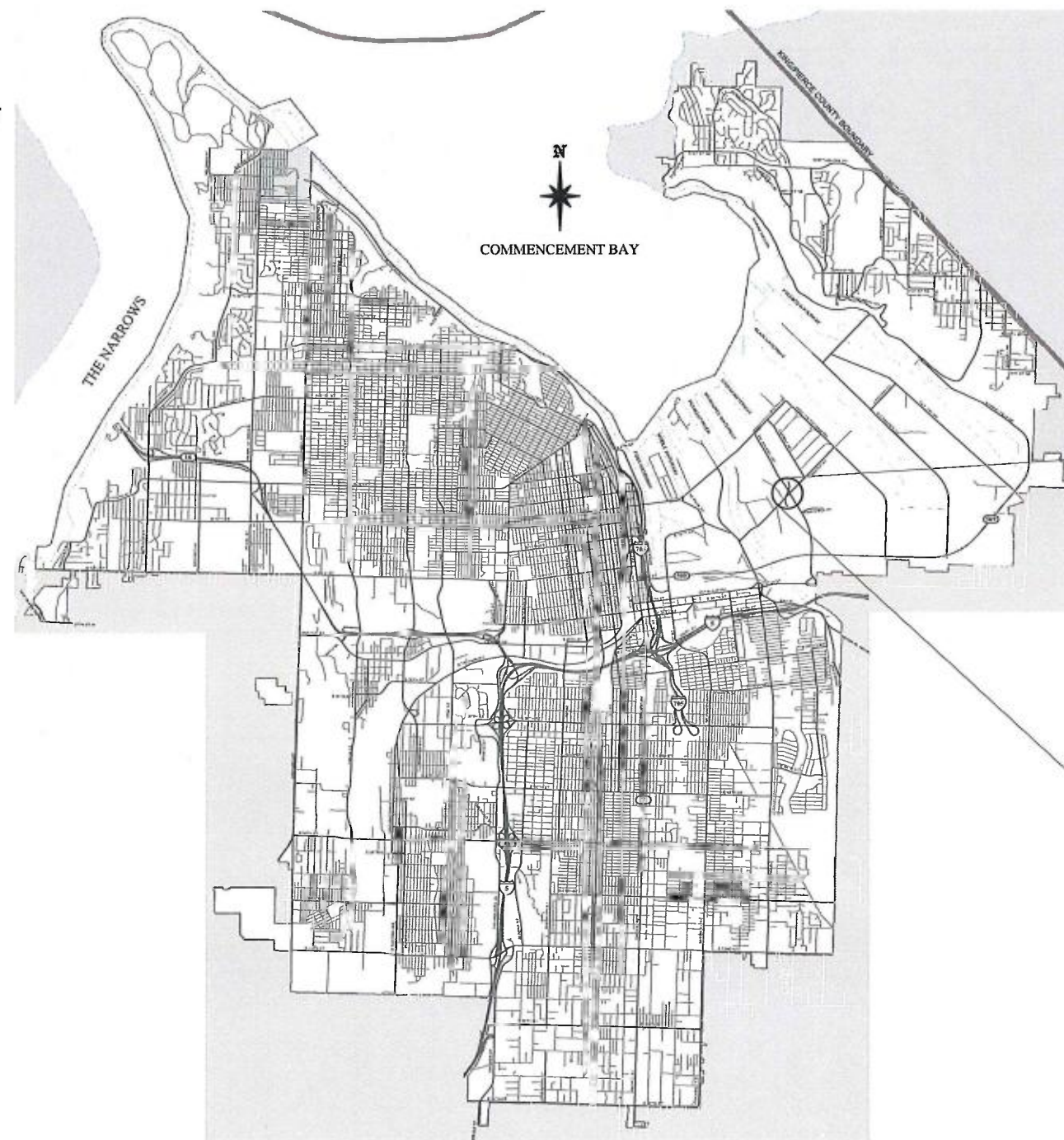
### **PROJECT PLANS**



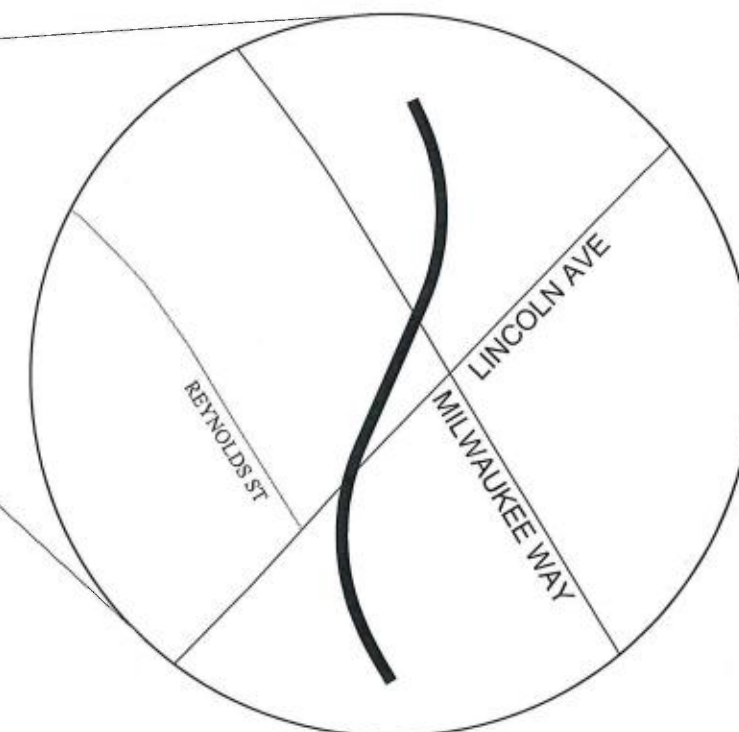
THE CITY OF TACOMA  
PUBLIC WORKS DEPARTMENT  
SPECIFICATION NO. TR21-0614F  
August 31, 2021

## RAIL IMPROVEMENT

TRANSFER LEAD UPGRADES  
ACROSS INTERSECTION OF LINCOLN AVENUE &  
MILWAUKEE WAY  
PROJECT NUMBER: RAL-00118



VICINITY MAP  
NOT TO SCALE



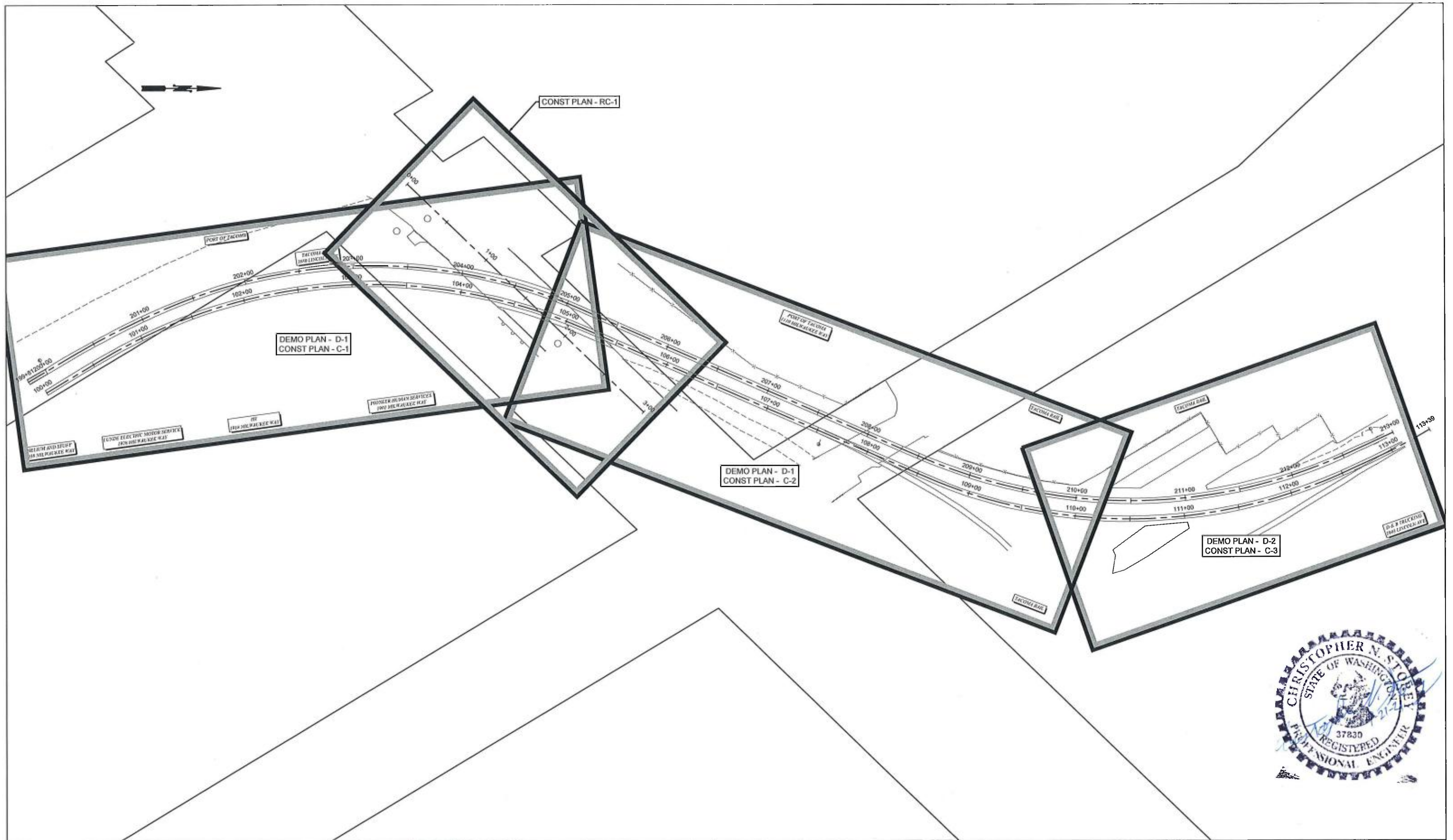
### INDEX OF DRAWINGS

SHEET	SHEET NO.	TITLE OF DRAWINGS
CS-1	1	COVER SHEET
S-1	2	SYMBOL SHEET
KM-1	3	KEY MAP
HC-1	4	HORIZONTAL CONTROL
D-1 - D-2	5 - 6	DEMOLITION PLANS
C-1 - C-3	7 - 9	RAIL CONSTRUCTION PLANS
RC-1	10	ROAD CONSTRUCTION PLANS & DETAILS



[illegible]





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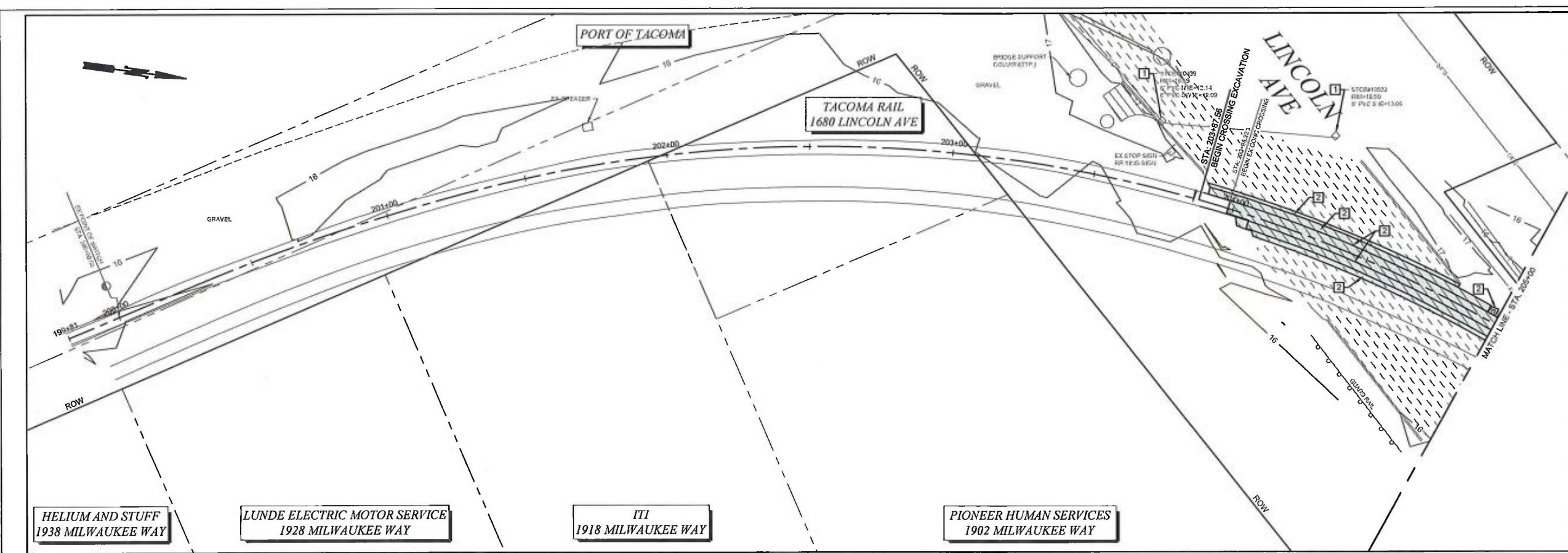
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FINAL CONSTRUCTION CHECKED	DATE AUG 2021	SCALE 1" = 40'
BY	DESIGNED CNS	CHECKED CNS
DATE	DRAWN COB	PROJECT NAME BOOT-JACK
FIELD BOOKS	DRAWING NAME BJ_KEY	

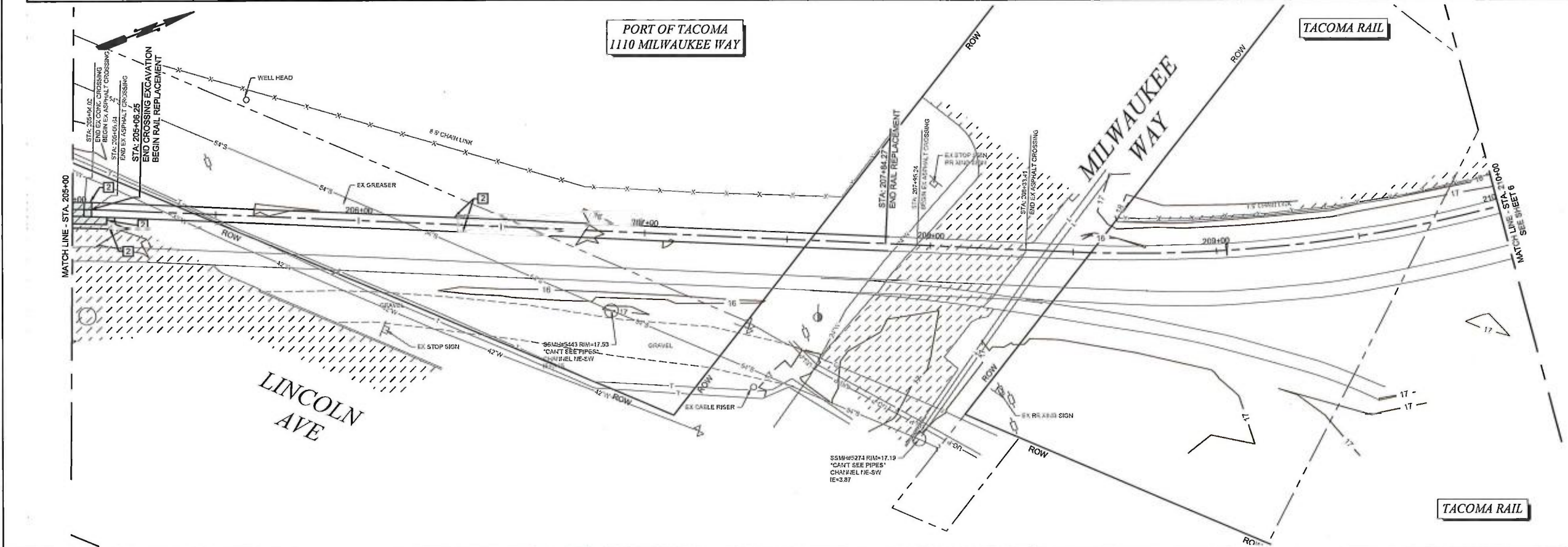
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		RAL-00118
KEY MAP TRANSFER LEAD UPGRADES		SHEET NO. 3
ENGINEERING DESIGNER/INTEGRATOR		OF KM-1







- DEMOLITION NOTES**
- 1 PROVIDE INLET PROTECTION TO EXISTING CATCH BASIN PER SPECIFICATION 8-01 UNTIL REMOVAL OR END OF CONSTRUCTION ACTIVITIES
  - 2 TO BE REMOVED



VERTICAL DATUM:  
MLW 83/2001 EPOCH PORT OF  
TACOMA MONUMENT NETWORK  
BASIS OF BEARING:  
NAD 83/2011 WASHINGTON STATE  
COORDINATE SYSTEM, SOUTH ZONE  
(4602)  
PORT OF TACOMA MONUMENT NETWORK  
HOLDING SURVEY CONTROL POINTS

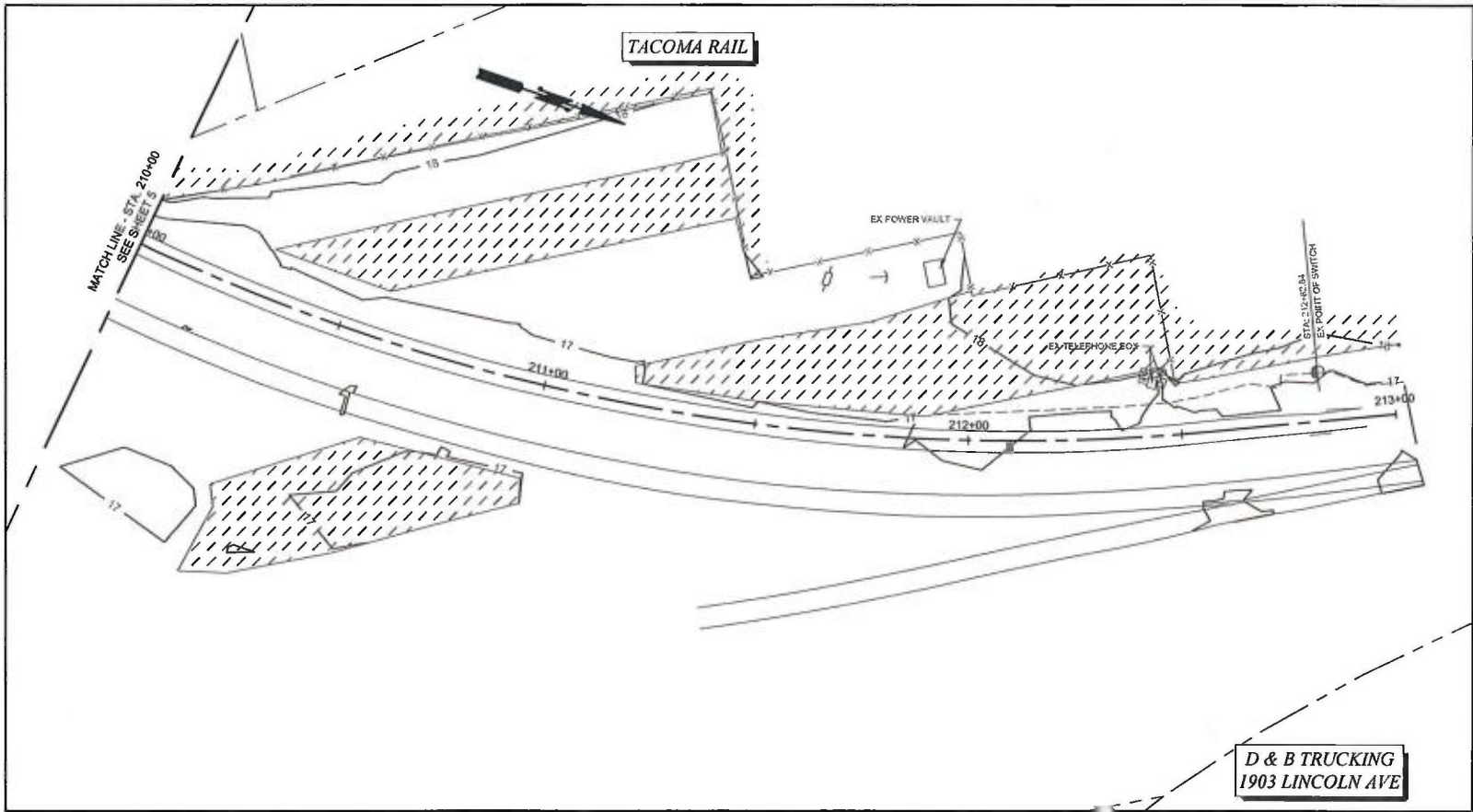


MONUMENT "B"  
N 707955.1490  
E 1167817.6381  
  
MONUMENT 920  
N 707540.7995  
E 1168067.2702

CITY OF TACOMA A LINE BETWEEN THE TWO FOUND MONUMENT BEARS S 31°04'03" W.



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DEMOLITION NOTES	
1	PROVIDE INLET PROTECTION TO EXISTING CATCH BASIN PER SPECIFICATION 8-01 UNTIL REMOVAL OR END OF CONSTRUCTION ACTIVITIES
2	TO BE REMOVED



VERTICAL DATUM:  
MLLW 83/2001 EPOCH PORT OF  
TACOMA MONUMENT NETWORK  
BASIS OF BEARING:  
NAD 83/2011 WASHINGTON STATE  
COORDINATE SYSTEM, SOUTH ZONE  
(4802)  
PORT OF TACOMA MONUMENT NETWORK  
HOLDING SURVEY CONTROL POINTS



MONUMENT "E"  
N 707955.1490  
E 1167817.6381  
  
MONUMENT 920  
N 707540.7895  
E 1168067.2702

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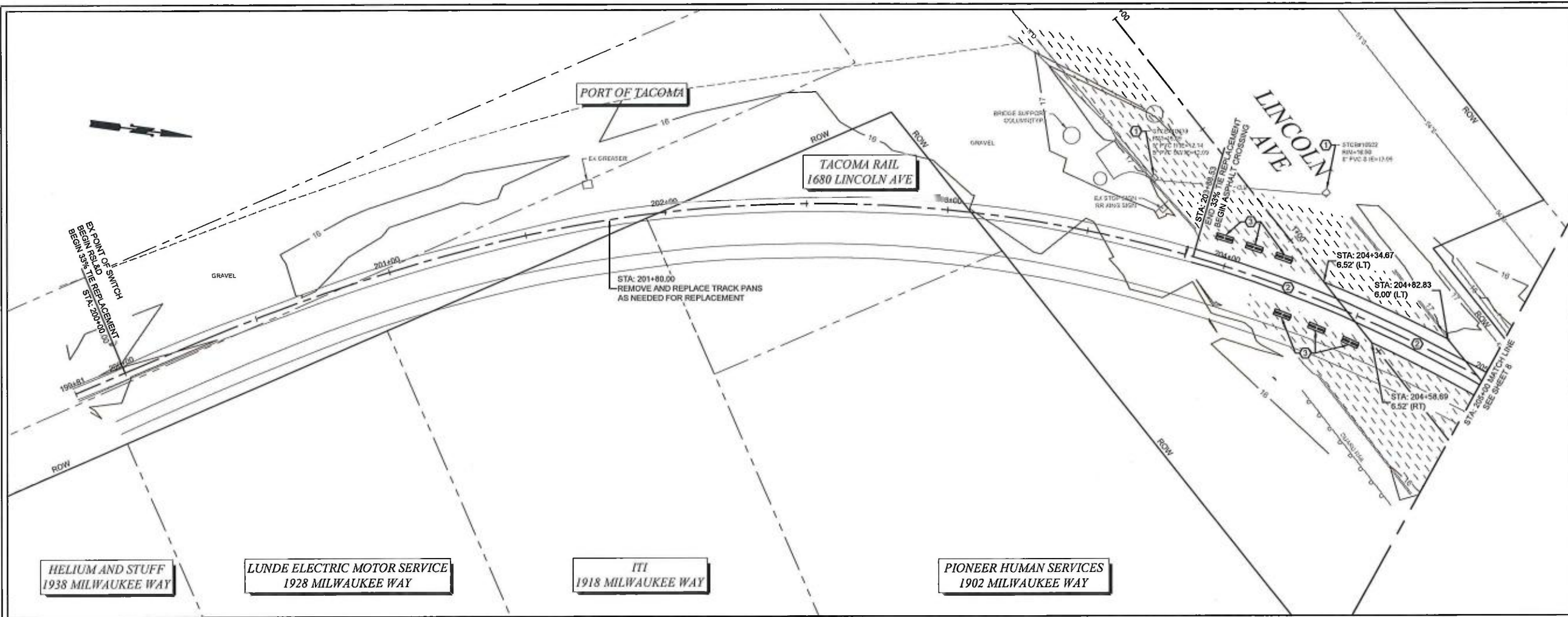
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NO			

FINAL CONSTRUCTION CHECKED		DATE	SCALE
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DRAWN	COB		
PROJECT NAME	BOOT-JACK		
DRAWING NAME	BJ_DEMO		

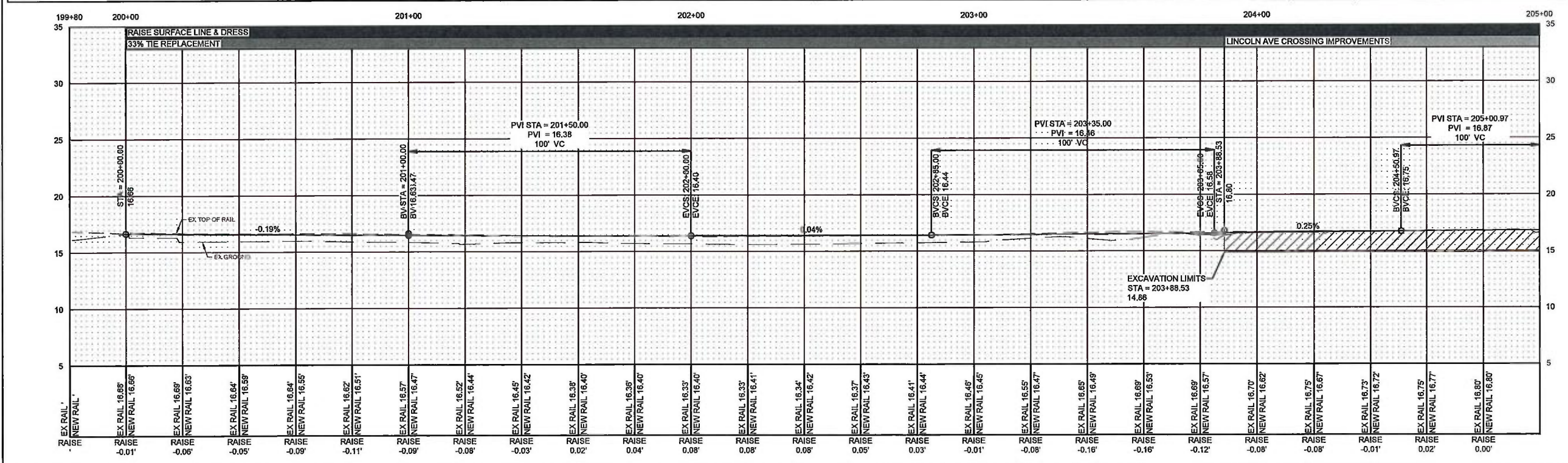
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS	
DEMOLITION PLANS TRANSFER LEAD UPGRADES STA 110+00 TO 113+00 & 210+00 TO 213+00	

RAL-00118
SHEET NO. 6
SHEET D-2 OF D-2





- CONSTRUCTION NOTES**
1. PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
  2. CONSTRUCT ASPHALT ROAD CROSSING PER DETAIL ON SHEET RC-1
  3. INSTALL ECO BLOCK AS NOTED



VERTICAL DATUM:  
MLW 83/2001 EPOCH PORT OF  
TACOMA MONUMENT NETWORK  
BASIS OF BEARING:  
NAD 83/2011 WASHINGTON STATE  
COORDINATE SYSTEM, SOUTH ZONE  
(4602)  
PORT OF TACOMA MONUMENT NETWORK  
HOLDING SURVEY CONTROL POINTS

MONUMENT "E"  
N 707955.1490  
E 1167817.6381

MONUMENT 920  
N 707540.7995  
E 1168087.2702

CITY OF TACOMA  
A LINE BETWEEN THE TWO FOUND  
MONUMENT BEARS S 31°04'03" W.

SCALE IN FEET  
20 0 20 40 60

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																		ENGINEERING DIVISION MANAGER			SHEET NO. 7	OF C-3



PORT OF TACOMA  
1110 MILWAUKEE WAY

TACOMA RAIL

MILWAUKEE WAY

TACOMA RAIL

CONSTRUCTION NOTES

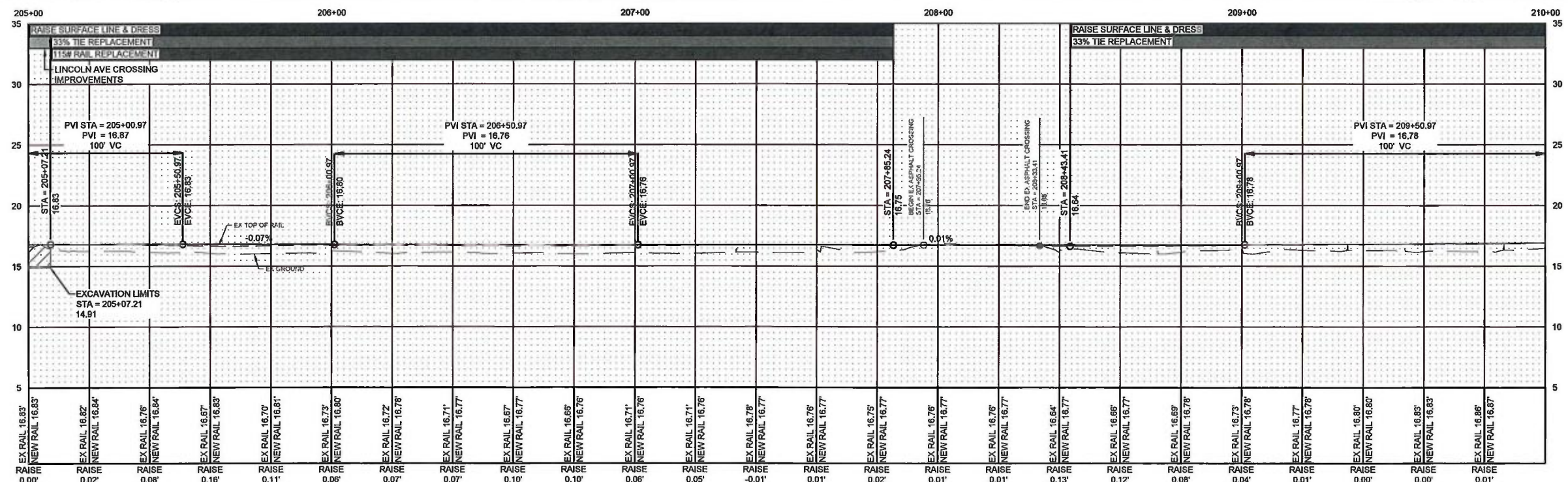
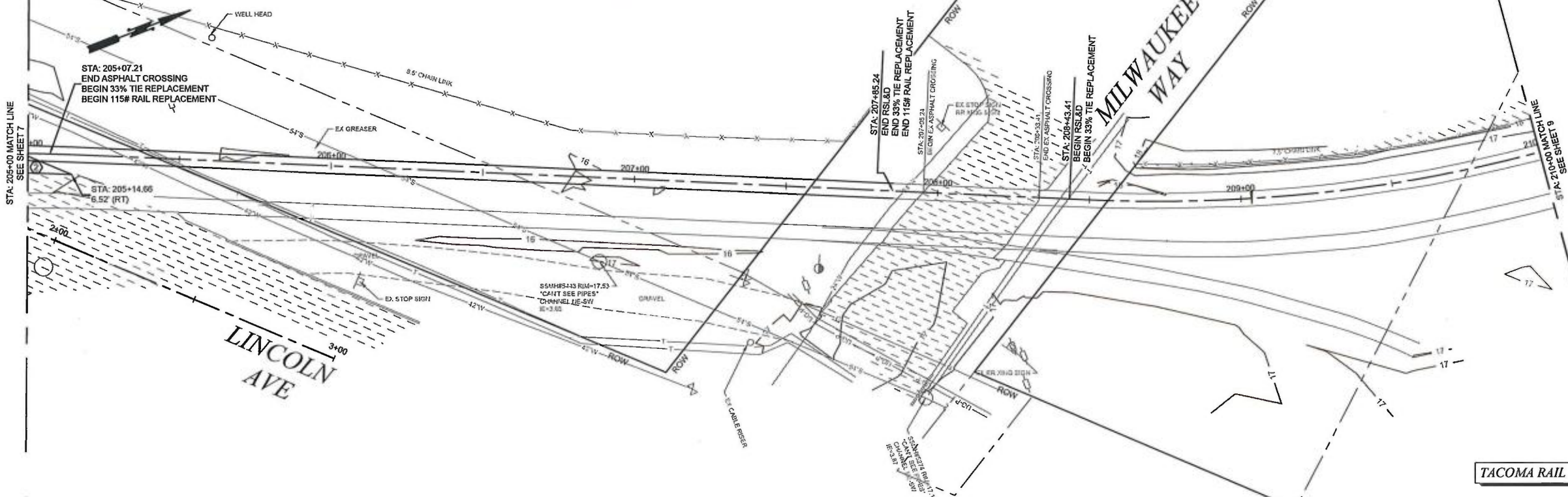
- 1 PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
- 2 CONSTRUCT ASPHALT ROAD CROSSING PER DETAIL ON SHEET RC-1
- 3 INSTALL ECO BLOCK AS NOTED



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NO	REVISION	DATE	APPRO

DESIGNED	CNS
DRAWN	COB
CHECKED	CNS
DATE	
FIELD BOOKS	
DRAWING NAME	BJ_CONST

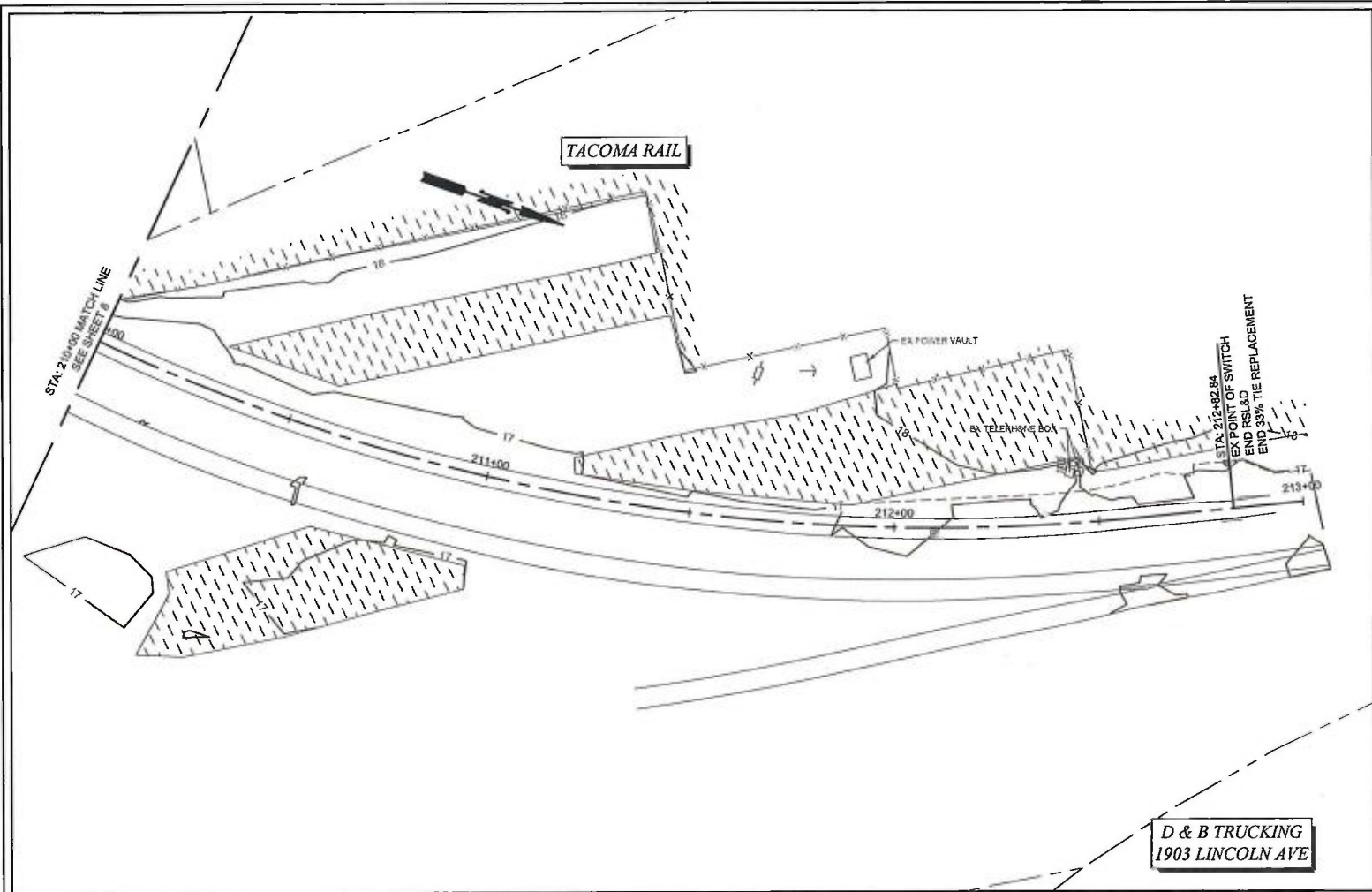
DATE	AUG 2021	SCALE	1" = 20'
DESIGNED	CNS	CHECKED	CNS
DRAWN	COB	PROJECT NAME	BOOT-JACK
DATE		ENGINEERING DIVISION MANAGER	

CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS

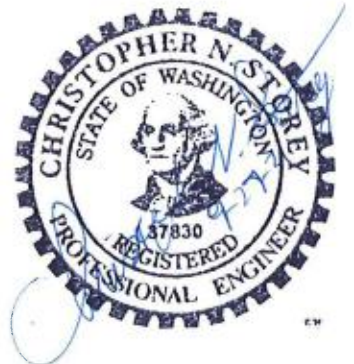
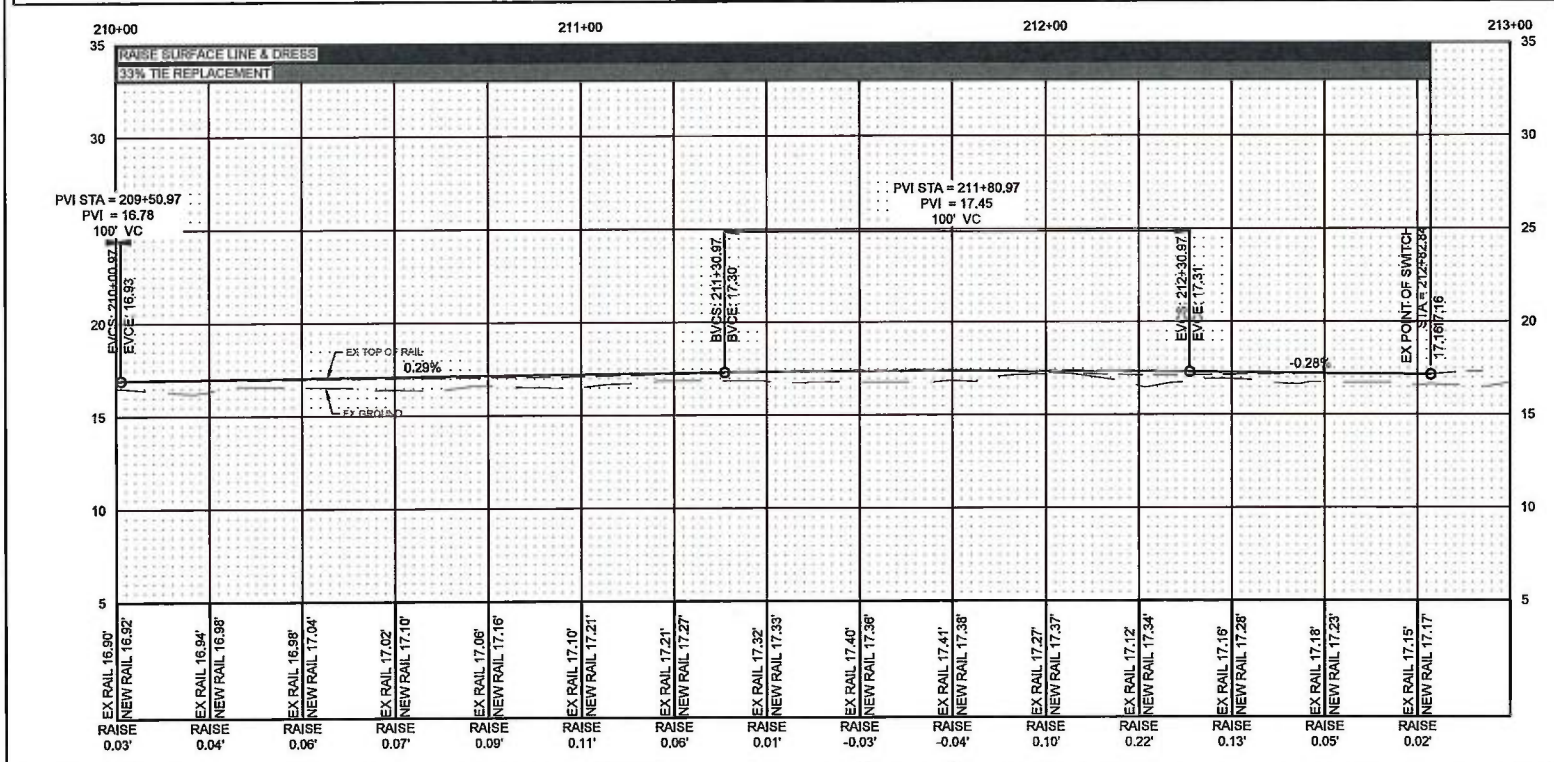
RAIL CONSTRUCTION PLANS  
TRANSFER LEAD UPGRADES  
STA 105+00 TO 110+00 & 205+00 TO 210+00

RAI-00118  
SHEET NO. 8  
C-2 OF C-3





- CONSTRUCTION NOTES**
1. PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
  2. CONSTRUCT ASPHALT ROAD CROSSING PER DETAIL ON SHEET RC-1
  3. INSTALL ECO BLOCK AS NOTED



VERTICAL DATUM:  
MLLW 83/2001 EPOCH PORT OF  
TACOMA MONUMENT NETWORK  
BASIS OF BEARING:  
NAD 83/2011 WASHINGTON STATE  
COORDINATE SYSTEM, SOUTH ZONE  
(4802)  
PORT OF TACOMA MONUMENT NETWORK  
HOLDING SURVEY CONTROL POINTS



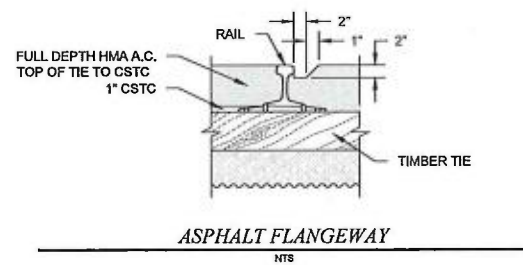
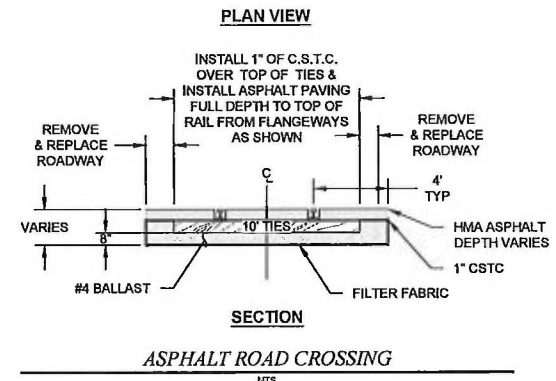
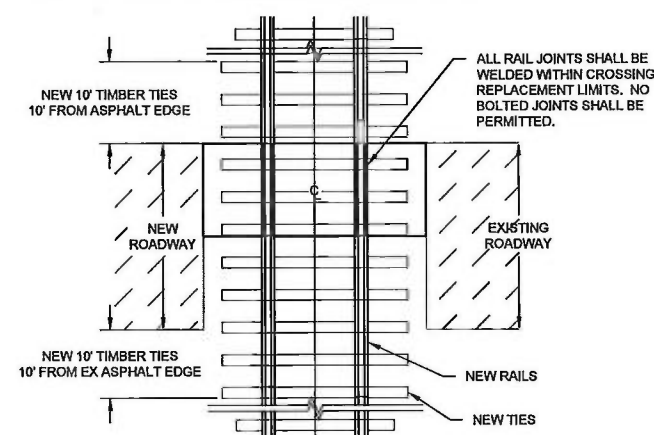
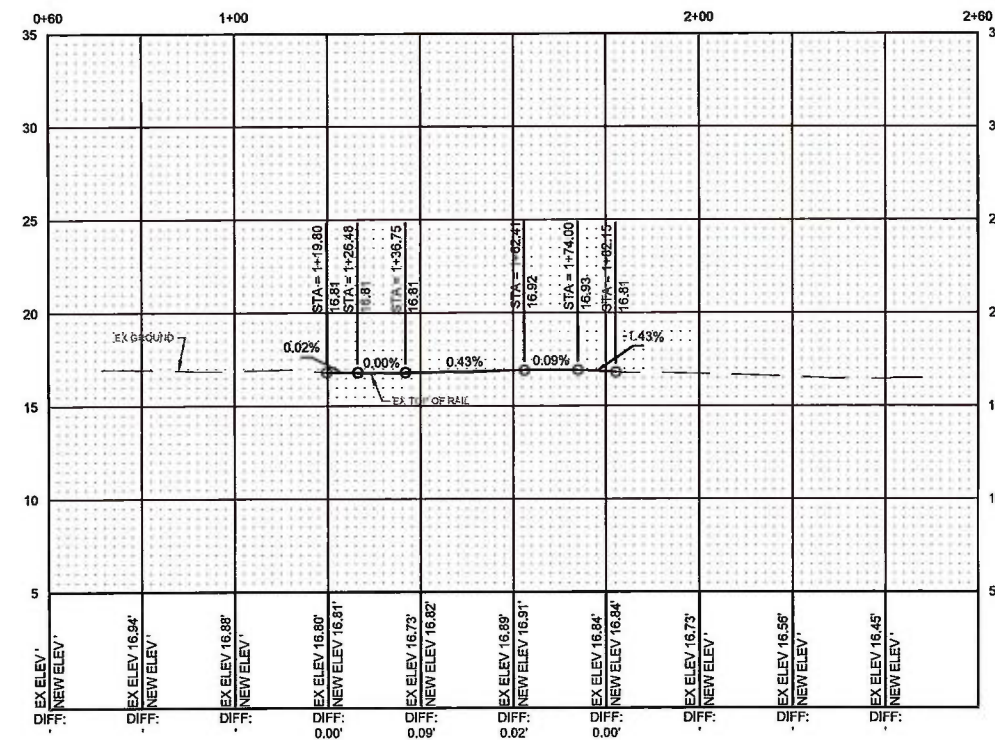
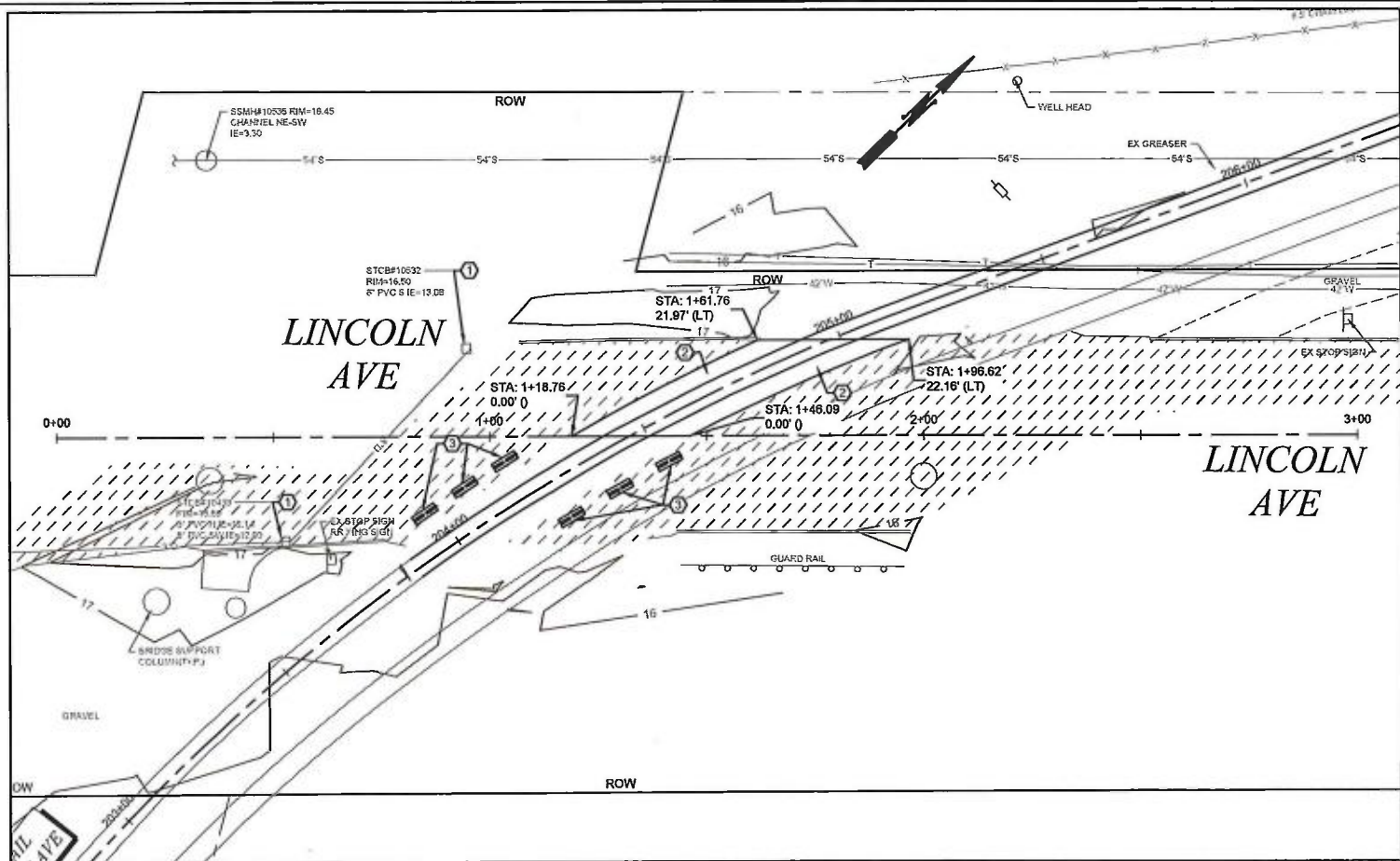
MONUMENT "E"  
N 707955.1490  
E 1167817.6381  
MONUMENT 920  
N 707540.7995  
E 1168087.2702

A LINE BETWEEN THE TWO FOUND  
MONUMENT BEARS S 31°04'03" W.



<b>CALL BEFORE YOU DIG</b> 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: <a href="http://www.callbeforeyoudig.org">www.callbeforeyoudig.org</a>			NO	REVISION	DATE	APPROVED	FINAL CONSTRUCTION CHECKED	DATE AUG 2021	SCALE 1" = 20'	CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		RAL-00118 SHEET NO. 9 C-3 OF C-3
							DESIGNED CNS	CHECKED CNS	RAIL CONSTRUCTION PLANS TRANSFER LEAD UPGRADES STA 110+00 TO 113+00 & 210+00 TO 213+00			
							DRAWN COB	PROJECT NAME BOOT-JACK				
							FIELD BOOKS	DRAWING NAME BJ_CONST	ENGINEERING DIVISION MANAGER			





- CONSTRUCTION NOTES**
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VERTICAL DATUM:  
MLW 83/2001 EPOCH PORT OF  
TACOMA MONUMENT NETWORK  
BASIS OF BEARING:  
NAD 83/2011 WASHINGTON STATE  
COORDINATE SYSTEM, SOUTH ZONE  
(4802)  
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HOLDING SURVEY CONTROL POINTS



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NO.	REVISION	DATE	APPD.

FINAL CONSTRUCTION CHECKED	DATE AUG 2021	SCALE 1" = 20'
DESIGNED CNS	CHECKED CNS	
DRAWN COB	PROJECT NAME BOOT-JACK	
FIELD BOOKS	DRAWING NAME BJ_CONST	


CITY OF TACOMA  
DEPARTMENT OF PUBLIC WORKS  
ROAD CONSTRUCTION PLANS & DETAILS  
TRANSFER LEAD UPGRADES  
STA 0+00 TO 3+00

SHEET NO. 10	OF RC-1
RAL-00118	

**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.





# TR21-0614F Transfer Lead Upgrades

## CITY OF TACOMA INSURANCE REQUIREMENTS

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The Contractor (Contractor) shall obtain and maintain the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma (City) 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 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 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. The insurance must be written by companies licensed in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.3. 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. Policies of Insurance, *such as Commercial General Liability or Commercial Auto Liability or Marine General Liability or Aircraft General liability or Excess Liability*, required under this Contract that name City as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Severability of Insureds", "Separation of Interest", or "Cross Liability" provision and a "Waiver of Subrogation" clause in favor of City.
- 1.5. A Waiver of Subrogation in favor of City for General Liability and Automobile Liability.
- 1.6. 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.
- 1.7. Insurance policy(ies) shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security.
- 1.8. 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.
- 1.9. Contractor shall provide City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.
- 1.10. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City.
- 1.11. 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 may, after giving five (5) business day notice to Contractor to correct the breach, immediately



# TR21-0614F Transfer Lead Upgrades

## CITY OF TACOMA INSURANCE REQUIREMENTS

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 by Contractor upon demand, or at the sole discretion of City, offset against funds due Contractor from City.

- 1.12. Contractor shall be responsible for all premiums, deductibles and self-insured retentions. All deductibles and self-insured retained limits shall be shown on the Certificates of Insurance. Any deductible or self-insured retained limits in excess of Ten Thousand Dollars (\$10,000) must be approved by City Risk Management Division.
- 1.13. 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).
- 1.14. City reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has been expanded.
- 1.15. 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 to Contractor.
- 1.16. City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities, as required by the Contract, shall be named as additional insured(s) by endorsement for all liability insurance policies set forth below. No specific person or department should be identified as the additional insured.
- 1.17. Contractor shall deliver a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor delivers the signed Contract for the work to City. Contractor shall deliver 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.
- 1.18. 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.

## **2. 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's request.

## **3. REQUIRED INSURANCE AND LIMITS**

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

### **3.1. Commercial General Liability (CGL) Insurance**

The CGL insurance policy must provide limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The CGL policy shall be written on an Insurance Services Office (ISO) form CG 00 01 (04-13) or its equivalent. Products and Completed Operations shall be maintained for a period of one year following final acceptance of the work. The CGL policy shall be endorsed to include:



# TR21-0614F Transfer Lead Upgrades

## CITY OF TACOMA INSURANCE REQUIREMENTS

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- 3.1.1 A per project aggregate policy limit.
- 3.1.2 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 railroad right of way.
- 3.1.3 City as additional insured using ISO form endorsements CG 20 10 (04-13) and CG 20 37 (04-13) or equivalent for ongoing and completed operations, or using ISO form endorsement CG 20 26 (04-13) or equivalent for Facility Use Agreements. Neither additional insured provisions within an insurance policy form, nor blanket additional insured endorsements will be accepted in lieu of the endorsements specified herein.

### 3.2 Commercial Automobile Liability (CAL) Insurance

Contractor shall obtain and keep in force during the term of the Contract, a policy of CAL insurance coverage, providing bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.

Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 9948 endorsement or equivalent if "Pollutants" are to be transported. CAL policies must provide limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage. Must use ISO form CA 0001 or equivalent.

### 3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states.

### 3.4 Employers' Liability (EL) (Stop-Gap) Insurance

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

### 3.5 Railroad Protective Liability (RPL) Insurance

Contractor shall procure and maintain RPL insurance during the term of the Contract if Contractor's work will involve working on, above, under or being within fifty (50) feet of City railroad right of ways. The RPL insurance shall have policy limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) annual aggregate. Contractor must use an ISO form CG 00 35 (04-13), or equivalent, with City as a named insured (not named as an additional insured). The policy shall include the following: Limited Seepage and Pollution Endorsement and Evacuation Expense Coverage Endorsement.

### 3.6 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. The costs of such necessary and appropriate insurance coverage shall be borne by Contractor.

## 4. CONTRACTOR

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