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. BAL-00118

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

Room 544, Tacoma Municipal Building
Tacoma, Washington 98421-2711
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NOTE: ALL BIDDERS MUST HAVE A COPY OF THE SPECIFICATIONS AND THE BID SUBMITTAL PACKAGE

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## PART III  STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS
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, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

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

**By Carrier:**
If possible, please include a flash drive of your full submittal.

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

**In Person:**
If possible, please include a flash drive of your full submittal.

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

**By Mail:**
If possible, please include a flash drive of your full submittal.

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

**Bid Opening:** Held virtually each Tuesday at 11AM. Attend via this link or call 1 (253) 215 8782.
Submittals in response to a RFB will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

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

**Project Scope:** Replacing ties, 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, 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

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

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

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

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

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

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

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

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

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

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

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

**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.
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.

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

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

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

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

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City’s supplemental criteria by submitting a written request to the Purchasing Division via email to bids@cityoftacoma.org no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

BID PROPOSAL AND CONTRACT FORMS
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.

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
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<tr>
<td>1. 8-30</td>
<td>COVID 19 Health and Safety Plan</td>
<td>1</td>
<td>Lump Sum</td>
<td>$ __________</td>
</tr>
<tr>
<td>2. 1-07.15(1)</td>
<td>SPCC Plan</td>
<td>1</td>
<td>Lump Sum</td>
<td>$ __________</td>
</tr>
<tr>
<td>3. 1-09.7</td>
<td>Mobilization</td>
<td>1</td>
<td>Lump Sum</td>
<td>$ __________</td>
</tr>
<tr>
<td>4. 8-01</td>
<td>Stormwater Pollution Prevention Plan (SWPPP)</td>
<td>1</td>
<td>Lump Sum</td>
<td>$ __________</td>
</tr>
<tr>
<td>5. 8-01</td>
<td>Inlet Protection</td>
<td>2</td>
<td>Each</td>
<td>$ __________</td>
</tr>
<tr>
<td>6. 8-31</td>
<td>Project Surveying</td>
<td>1</td>
<td>Lump Sum</td>
<td>$ __________</td>
</tr>
<tr>
<td>7. 8-31</td>
<td>Remove and Replace Rail</td>
<td>280</td>
<td>Track Feet</td>
<td>$ __________</td>
</tr>
<tr>
<td>8. 8-31</td>
<td>Remove and Replace Asphalt Crossing</td>
<td>1</td>
<td>Lump Sum</td>
<td>$ __________</td>
</tr>
<tr>
<td>ITEM NO.</td>
<td>ITEM DESCRIPTION</td>
<td>ESTIMATED QUANTITY</td>
<td>UNIT</td>
<td>PRICE</td>
</tr>
<tr>
<td>---------</td>
<td>-----------------------------------</td>
<td>--------------------</td>
<td>---------------</td>
<td>--------</td>
</tr>
<tr>
<td>9. 8-31</td>
<td>Select Tie Replacement</td>
<td>280</td>
<td>Each</td>
<td>$</td>
</tr>
<tr>
<td>10. 8-31</td>
<td>Raise, Surface, Line and Dress</td>
<td>1224</td>
<td>Track Ft.</td>
<td>$</td>
</tr>
<tr>
<td>11. 8-31</td>
<td>#4 Ballast Incl. Haul</td>
<td>250</td>
<td>Ton</td>
<td>$</td>
</tr>
<tr>
<td>12. 8-31</td>
<td>Excavation, Including Haul and Disposal</td>
<td>170</td>
<td>Ton</td>
<td>$</td>
</tr>
<tr>
<td>13. 8-31</td>
<td>Steel Recycle Recorder</td>
<td>EST</td>
<td>Estimated</td>
<td>$</td>
</tr>
</tbody>
</table>

**Subtotal Items Nos. 1 - 13** $ ______________

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

**Base Bid (Subtotal Items Nos. 1 - 13 plus Tax)** $ ______________
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 into Contracts for Bidder/Proposer

Date

Printed Name and Title

Address

(Area Code) Telephone Number / Fax Number

City, State, Zip

State Business License Number

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

E-Mail Address

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
Herewith find deposit in the form of a cashier’s check in the amount of $__________________ which amount is not less than 5-percent of the total bid.

SIGN HERE__________________________________

BID BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, ______________________________________________________________, as Principal, and ______________________________________________________________, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of __________________ __________________________________________________________ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

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

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

SIGNED, SEALED AND DATED THIS _______________ DAY OF __________________, 20______.

PRINCIPAL:  

SURETY:

______________________________

______________________________

______________________________

______________________________

______________________________, 20_____  

Received return of deposit in the sum of $ ________________________________

______________________________
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: ____________________________

Bidder Name: ____________________________

Specification No. TR21-0614F
#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: ________________________________
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.

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: ________________________________
PAYMENT BOND
TO THE CITY OF TACOMA

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

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

By: _____________________________________

Agent's Name: _____________________________

Agent's Address: ___________________________
PERFORMANCE BOND
TO THE CITY OF TACOMA

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

__________________________________________

By: ________________________________

Surety:

__________________________________________

By: ________________________________

Agent's Name: ________________________________

Agent's Address: ________________________________

Form No. SPEC-100A 04/09/2020
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

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INTRODUCTION
(April 1, 2018 Tacoma GSP)

The following special provisions shall be used in conjunction with the "2022 Standard Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for Road, Bridge, and Municipal Construction" as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of charge, from this location on the WSDOT home page:
http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

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

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

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

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

DESCRIPTION OF WORK
(******)

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

END OF SECTION
1-01  DEFINITIONS AND TERMS

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

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

Dates

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

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

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

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

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

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

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

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

Supplement this Section with the following:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3
All references in the Standard Specifications to the term “Proposal Bond” shall be revised to read “Bid Bond.”

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

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

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

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

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

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

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

END OF SECTION
1-02.1 Qualifications of Bidder
(January 24, 2011 APWA GSP)

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

Add the following new section:

1-02.1(1) Supplemental Qualifications Criteria
(July 31, 2017 APWA GSP)

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

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

Delete this section and replace it with the following:

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

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

<table>
<thead>
<tr>
<th>To Prime Contractor</th>
<th>No. of Sets</th>
<th>Basis of Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced plans (11” x 17”)</td>
<td>6</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Contract Provisions</td>
<td>6</td>
<td>Furnished automatically upon award.</td>
</tr>
<tr>
<td>Large plans (e.g., 22” x 34”)</td>
<td>2</td>
<td>Furnished only upon request.</td>
</tr>
</tbody>
</table>

Additional plans and Contract Provisions may be obtained by the Contractor from the source stated in the Call for Bids, at the Contractor’s own expense.
1-02.4(1) General
(August 15, 2016 APWA GSP Option B)

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

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

1-02.5 Proposal Forms
(July 31, 2017 APWA GSP)
Delete this section and replace it with the following:

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

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

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

Supplement the second paragraph with the following:

4. If a minimum bid amount has been established for any item, the unit or lump sum price must equal or exceed the minimum amount stated.

5. Any correction to a bid made by interlineation, alteration, or erasure, shall be initialed by the signer of the bid.

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

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

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

The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
A bid by a corporation shall be executed in the corporate name, by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign).

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

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

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

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

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

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

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

Original bid bonds will be delivered to:

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

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

1-02.9 Delivery of Proposal
Delete this section and replace it with the following:

Each Proposal shall be submitted in a sealed envelope or shall be submitted electronically via email to bids@cityoftacoma.org, with the Project Name and Project 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, 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 use 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.

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

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

Revise this section to read:

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

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

END OF SECTION
1-03  AWARD AND EXECUTION OF CONTRACT

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

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

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

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

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

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

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

Copies of the Contract Provisions, including the unsigned Form of Contract, will be
available for signature by the successful bidder on the first business day following
award. The number of copies to be executed by the Contractor will be determined by the
Contracting Agency.
Within 10 calendar days after the award date, the successful bidder shall return the
signed Contracting Agency-prepared contract, an insurance certification as required by
Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
execution of the contract by the Contracting Agency, the successful bidder shall provide
any pre-award information the Contracting Agency may require under Section 1-02.15.

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

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

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

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

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

Add the following new section:

1-03.5 Failure to Execute Contract
(April 15, 2020 Tacoma GSP)
The first sentence is revised to read:

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

END OF SECTION
1-04 SCOPE OF THE WORK

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

Revise the second paragraph to read:

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

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

END OF SECTION
1-05  CONTROL OF WORK  

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

1-05.3 Submittals  

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

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

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

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

1-05.3(1) Submittal Schedule  

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

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

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

1-05.3(2) Submittal Procedures  

Contractor submittals shall be in accordance with the following:  

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

Each submittal shall have a unique number assigned to it, and the transmittals shall be sequentially numbered. The numbering of resubmittals shall meet the requirements of Section 1-05.3(4). On each page, indicate the page number, and total number of pages in each submittal.
Each submittal shall indicate the intended use of the item in the work. When catalog pages are submitted, applicable items shall be clearly identified. The current revision, issue number, and data shall be indicated on all drawings and other descriptive data.

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

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

- Project Name: 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.

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

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

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

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

A. Project Red Line Drawings:

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

1. Changes and information shall be clearly drawn, described and shown technically correct.

2. Mark drawings with red erasable pencil.

3. Record data as soon as possible after obtaining it.


5. Keep accurate measurements of horizontal and vertical locations of underground services and utilities.

6. Mark any changes made where installation varies from that shown originally, such as, in materials, equipments, locations, alignments, elevations, and any other dimensions of the work.

7. For any work not demolished, abated, or salvaged, cross out and appropriately annotate “Not Complete”.

8. Indicate revisions to drawings with a “cloud” drawn around the revision and note date the revision(s) was made.

9. Note Request For Change (RFC), Request For Information (RFI), and similar identification, where applicable.
B. Format:
Identify and date each print; include the designation “PROJECT RED LINE DRAWINGS” in a prominent location.

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

2. Identify cover sheets as follows:
   - Specification No.
   - Project Name
   - Date
   - “PROJECT RED LINE DRAWINGS”
   - Name of Engineer
   - Name of Contractor


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

1-05.4 Conformity With and Deviations from Plans and Stakes
Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys
(October 1, 2005 APWA GSP)
The Engineer shall furnish to the Contractor one time only all principal lines, grades, and measurements the Engineer deems necessary for completion of the work. These shall generally consist of one initial set of:
1. Slope stakes for establishing grading;
2. Curb grade stakes;
3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
4. Offset points to establish line and grade for underground utilities such as water, sewers, and storm drains.

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

1-05.4(2) Bridge and Structure Surveys
(October 1, 2005 APWA GSP)
For all structural work such as bridges and retaining walls, the Contractor shall retain as a part of Contractor’s organization an experienced team of surveyors.

The Contractor shall provide all surveys required to complete the structure, except the following primary survey control which will be provided by the Engineer:
1. Centerline or offsets to centerline of the structure.
2. Stations of abutments and pier centerlines.
3. A sufficient number of bench marks for levels to enable the Contractor to set grades at reasonably short distances.
4. Monuments and control points as shown in the Plans.

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

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

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

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

1-05.7 Removal of Defective and Unauthorized Work

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

No adjustment in Contract time or compensation will be allowed because of the delay in the performance of the work attributable to the exercise of the Contracting Agency’s rights provided by this Section.
The rights exercised under the provisions of this section shall not diminish the Contracting Agency’s right to pursue any other avenue for additional remedy or damages with respect to the Contractor’s failure to perform the work as required.

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

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

1-05.11(1) Substantial Completion Date
When the Contractor considers the work to be substantially complete, the Contractor shall so notify the Engineer and request the Engineer establish the Substantial Completion Date. The Contractor’s request shall list the specific items of work that remain to be completed in order to reach physical completion. The Engineer will schedule an inspection of the work with the Contractor to determine the status of completion. The Engineer may also establish the Substantial Completion Date unilaterally.

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

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

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

1-05.11(2) Final Inspection and Physical Completion Date
When the Contractor considers the work physically complete and ready for final inspection, the Contractor by written notice, shall request the Engineer to schedule a final inspection. The Engineer will set a date for final inspection. The Engineer and the Contractor will then make a final inspection and the Engineer will notify the Contractor in writing of all particulars in which the final inspection reveals the work incomplete or unacceptable. The Contractor shall immediately take such corrective measures as are necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously, diligently, and without interruption until physical completion of the listed deficiencies. This process will continue until the Engineer is satisfied the listed deficiencies have been corrected.
If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.

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

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

1-05.11(3) Operational Testing

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

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

Add the following new section:

1-05.12(1) One-Year Guarantee Period

(March 8, 2013 APWA GSP)

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

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

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

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

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

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

*Revise the second paragraph to read:*

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

*Add the following new section:*

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

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

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

Remarks:
_________________________________________________________
_________________________________________________________
_________________________________________________________

Certify Either A or B:

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

□ B. This document has been detail-checked for accuracy of content and for compliance with the Contract documents except for the attached deviations. The information contained herein has been fully coordinated with all involved Subcontractors.

Certified By: ________________________________
Signature

END OF SECTION
1-06 CONTROL OF MATERIAL

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

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

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

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

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

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

QPL’s are not accepted by the City.

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

END OF SECTION
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed
(October 1, 2005 APWA GSP)

*Supplement this section with the following:*

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

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

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

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

1-07.2 State Taxes
(January 6, 2015 TACOMA GSP)

*Supplement this section with the following:*

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

1-07.2(1) State Sales Tax — Rule 171

WAC 458-20-171, and its related rules, apply to building, repairing, or improving streets, roads, etc., which are owned by a municipal corporation, or political subdivision of the state, or by the United States, and which are used primarily for foot or vehicular traffic. This includes storm or combined sewer systems within and included as a part of the street or road drainage system and power lines when such are part of the roadway lighting system. For work performed in such cases, the Contractor shall include Washington State Retail Sales Taxes in the various unit bid item prices, or other contract amounts, including those that the Contractor pays on the purchase of the materials, equipment, or supplies used or consumed in doing the work.
1-07.2(2) State Sales Tax — Rule 170

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

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

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

1-07.2(3) Services

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

1-07.9 Wages

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

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

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

This section is supplemented with the following:

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

Where fringe benefits are paid into approved plans, funds, or programs, the amount of the fringe benefits shall be identified in the “Benefit Distribution” section of the Certified Payroll Affirmation form.
1-07.15 Temporary Water Pollution/Erosion Control  
(March 23, 2010 Tacoma GSP)  
This section is supplemented with the following:  

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

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

1-07.15(1) Spill Prevention, Control and Countermeasures Plan  
(February 9, 2011 Tacoma GSP)  
This section is revised to read:  

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

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

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

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

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

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

**SPCC Plan Element Requirements**

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

1. **Responsible Personnel**
   - Identify the name(s), title(s), and contact information, including a 24/7 emergency contact number, for the personnel responsible for implementing and updating the plan, including all spill responders.

2. **Spill Reporting**
   - List the names and telephone numbers of the Federal, State, and local agencies the Contractor shall notify in the event of a spill. The City of Tacoma contact will be the Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.

3. **Project and Site Information**
   - Describe the following items:
     A. The project Work.
     B. The site location and boundaries.
     C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
     D. Nearby waterways and sensitive areas and their distances from the site.

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

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

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

7. Spill Prevention
Describe the following items:

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

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

Response procedures shall be outlined in the Spill Response section and shall include notification to the City of Tacoma Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.

A. A spill of each type of hazardous material at each location identified in 4, above.
B. Stormwater that has come into contact with hazardous materials.
C. Drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
D. A release or spill of any unknown pre-existing contamination and contaminant sources (such as buried pipes or tanks) encountered during project Work.
E. A spill occurring during Work with equipment used below the ordinary high water line.
If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor will be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.

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

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

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

“SPCC Plan,” lump sum.

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

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

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

1. All costs associated with creating the accepted SPCC Plan.
2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.
3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.
4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.
5. All costs associated with updating the SPCC Plan as required by this Specification.
As to other costs associated with releases or spills, the Contractor may request payment as provided for in the Contract. No payment shall be made if the release or spill was caused by or resulted from the Contractor’s operations, negligence, or omissions.

1-07.16 Protection and Restoration of Property

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

This section is supplemented with the following:

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

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

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

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

The first paragraph is supplemented with the following:

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

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

- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
  OR Amber Uhls, Gas, phone: (253) 476-6137
- CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-9830
- Level 3 Communications, Level3NetworkRelocations@Level3.com
- One-Number Locator Service “One Call System” telephone 1-800-424-5555
- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or other electric or water utility structure owned by the City of Tacoma, the Contractor shall contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone number 502-8044, and arrange for an inspection before proceeding. The Contractor shall perform, at the Contractor's expense, such additional work as is required to protect the pole or structure from subsidence. The Contractor may be directed to suspend work at the site of any such excavation until such utility structures are adequately protected.

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(December 17, 2019 Tacoma GSP)

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

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

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

1-07.23(1) Construction under Traffic

(March 1, 2004 Tacoma GSP)

This section is supplemented with the following:

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

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

To minimize the disruption to access to adjacent properties, and to Pierce Transit operations, the lane closure area shall be limited to that area of active work and necessary for appropriate lane closure tapers. The Contractor shall stage work to maintain access to and egress from all properties at all times.
A safe pedestrian access shall be provided at all times through the project area. All lane closures shall be coordinated with the adjacent businesses, other contractors working within the project vicinity, local transit agencies and the City.

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

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

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

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

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

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

Trenches backfilled with CDF shall be protected from traffic with steel plates. The plates shall remain in place for 24-hours after placement of the CDF or until CDF is compacted or hardened to prevent rutting by construction equipment or traffic.
1-07.23(2) Construction and Maintenance of Detours
(April 1, 2018 Tacoma GSP)

This section is supplemented with the following:

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

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

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

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

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

Delete this section and replace it with the following:

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

Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of way and easements, both permanent and temporary, necessary for carrying out the work. Exceptions to this are noted in the Bid Documents or will be brought to the Contractor’s attention by a duly issued Addendum.
Whenever any of the work is accomplished on or through property other than public Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any easement agreement obtained by the Contracting Agency from the owner of the private property. Copies of the easement agreements may be included in the Contract Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

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

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

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

END OF SECTION
1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

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

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

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

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

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

Add the following new section:

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

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

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

Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be subject to noise control requirements. Approval to continue work during these hours may be revoked at any time the Contractor exceeds the Contracting Agency’s noise control regulations or complaints are received from the public or adjoining property owners regarding the noise from the Contractor’s operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.
Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal straight time working hours Monday through Friday may be given subject to certain other conditions set forth by the Contracting Agency or Engineer. These conditions may include but are not limited to: requiring the Engineer or such assistants as the Engineer may deem necessary to be present during the work; requiring the Contractor to reimburse the Contracting Agency for the costs in excess of straight-time costs for Contracting Agency employees who worked during such times, on non Federal aid projects; considering the work performed on Saturdays and holidays as working days with regards to the contract time; and considering multiple work shifts as multiple working days with respect to contract time even though the multiple shifts occur in a single 24-hour period. Assistants may include, but are not limited to, survey crews; personnel from the Contracting Agency’s material testing lab; inspectors; and other Contracting Agency employees when in the opinion of the Engineer, such work necessitates their presence.

Add the following new section:
1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees (September 29, 2009 Tacoma GSP)

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

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

1-08.1 Subcontracting - D/M/WBE Reporting (September 29, 2009 Tacoma GSP)
The eighth paragraph is revised to read:

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

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

Delete the eighth paragraph.

Revise the ninth paragraph to read:

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including
disputed amounts, the Contractor shall provide notice within 10 calendar days to the
Subcontractor with a copy to the Contracting Agency identifying the reason for the
withholding and a clear description of what the Subcontractor must do to have the
withholding released. Retainage withheld by the Contractor prior to completion of the
Subcontractors work is exempt from reporting as a payment withheld and is not included
in the withheld amount. The Contracting Agency’s copy of the notice to Subcontractor for
defered 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
after the Substantial Completion Date, liquidated damages shall be assessed on the
basis of direct engineering and related costs assignable to the project until the actual
Physical Completion Date of all the Contract Work. The Contractor shall complete the
remaining Work as promptly as possible. Upon request by the Project Engineer, the
Contractor shall furnish a written schedule for completing the physical Work on the
Contract.

END OF SECTION
1-09 MEASUREMENT AND PAYMENT
1-09.2(1) General Requirements for Weighing Equipment
(July 23, 2015 APWA GSP, Option 2)

Revise item 4 of the fifth paragraph to read:

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

1-09.6 Force Account
(October 10, 2008 APWA GSP)
Supplement this Section with the following:

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

(January 13, 2011 Tacoma GSP)
Item #3 of this Section is supplemented with the following:

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

1-09.9 Payments
(March 13, 2012 APWA GSP)
Delete the first four paragraphs and replace them with the following:

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

The Contractor shall submit a breakdown of the cost of lump sum bid items at the
Preconstruction Conference, to enable the Project Engineer to determine the Work
performed on a monthly basis. A breakdown is not required for lump sum items that
include a basis for incremental payments as part of the respective Specification. Absent
a lump sum breakdown, the Project Engineer will make a determination based on
information available. The Project Engineer’s determination of the cost of work shall be
final.
Progress payments for completed work and material on hand will be based upon progress estimates prepared by the Engineer. A progress estimate cutoff date will be established at the preconstruction conference.

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

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

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

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

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

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

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

Stockpiled Material - The point of acceptance of stockpiled material for payment and quality shall be at the time of incorporation into the contract.
1-09.9(1) Retainage
(May 10, 2006 Tacoma GSP)
The fourth paragraph is supplemented with the following:

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

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

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

END OF SECTION
1-10 TEMPORARY TRAFFIC CONTROL
1-10.1(2) Description
(July 22, 2019 Tacoma GSP)
The first sentence of the fourth paragraph is revised to read:
The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times except when Work requires closure(s) that have been requested and approved in accordance with section 1-10.2(2).

The third sentence of the fourth paragraph is revised to read:
Approved lane and ramp closures shall be for the minimum time required to complete the Work.

This section is supplemented with the following:
Only uniformed off-duty police officers shall be used to control traffic when it is necessary to override or provide traffic control at signalized intersections. Off-duty City of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma PD, and the Contractor shall grant the Tacoma PD the “first right of refusal” by contacting the Tacoma PD first as stated below.

The City will make all necessary temporary adjustments to existing traffic signals and traffic signal activators.
Existing signs shall not be removed until the Contractor has provided for temporary measures sufficient to safeguard and direct traffic after existing signs have been removed. Preservation of temporary traffic control and street name signs shall be the sole responsibility of the Contractor.
As the work progresses and permits, temporarily relocated and/or removed traffic signs shall be reset in their permanent location. Permanent signs and other traffic control devices damaged or lost by the Contractor shall be replaced or repaired at the Contractor’s expense.

Traffic Control Management
1-10.2(1) General
(January 3, 2017)
Section 1-10.2(1) is supplemented with the following:
Only training with WSDOT TCS card and WSDOT training curriculum is recognized in the State of Washington. The Traffic Control Supervisor shall be certified by one of the following:
The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
1-10.3(3)A Construction Signs
(January 11, 2006 Tacoma GSP)
The fifth paragraph is revised to read:

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

1-10.3(3)C Portable Changeable Message Sign
(August 4, 2010 Tacoma GSP)
This section is supplemented with the following:

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

1-10.4(2) Item Bids with Lump Sum for Incidentals
(January 11, 2006 Tacoma GSP)
This section is supplemented with the following:

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

END OF SECTION
2-06 SUBGRADE PREPARATION

(September 20, 2018 Tacoma GSP)

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

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

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

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

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

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

“Subgrade Maintenance and Protection”, per lump sum

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

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

2-06.5(2) Subgrade Not Constructed Under Same Contract
Item 5 under this section is deleted.
2-14 PAVEMENT REMOVAL
(March 17, 2003 Tacoma GSP)

2-14.1 Description

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

2-14.2 Pavement Classification

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

- **Type I**
  - Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III.

- **Type II**
  - Pavement removal required for the placing of utilities at greater and varying depths, such as sewers.

- **Type III**
  - Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities.

- **Class A2**
  - Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less.

- **Class A4**
  - Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between two inches and four inches.

- **Class A8**
  - Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches.

- **Class C6**
  - Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer.

- **Class C12**
  - Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.
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
2-15 CURB AND CURB AND GUTTER REMOVAL
(March 17, 2003 Tacoma GSP)

2-15.1 Description

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

2-15.2 Curb Classification

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

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

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

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

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

2-15.3 Construction Requirements

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

The removal of the curb and/or curb and gutter 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.

2-15.4 Measurement

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

2-15.5 Payment

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

- “Remove Integral Curb”, per linear foot
- “Remove Curb”, per linear foot
- “Remove Extruded/Precast Curb”, per linear foot
- “Remove Curb and Gutter”, per linear foot
All costs associated with saw cutting necessary for the removal of curb and/or curb and gutter shall be included in the unit Contract price for removal.

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

### 4-04.5 Payment

*This section is supplemented with the following:*

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

**END OF SECTION**
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

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

No paving shall begin prior to the HMA mix design acceptance by the Engineer for the Job Mix Formula (JMF) that will be used for the same paving. The Contracting Agency will evaluate HMA mix design submittals according to Visual Evaluation per Table 1.

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

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

- Hamburg Wheel track Test and Section 9-03.8(2), or
- Tensile Strength Ratio (TSR) Test per AASHTO T 283, or
- Previous WSDOT Lab mix design verification test data and stripping evaluation, per the Engineer’s discretion and as stated below.
With the HMA mix design submittal the Contractor shall provide one of the following mix
design verification certifications for Contracting Agency review:

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

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

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

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

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

This section is revised to read:

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

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

5-04.3 Construction Requirements

5-04.3(2)  Paving Under Traffic
(April 1, 2018 Tacoma GSP)

The second paragraph is supplemented with the following:

No traffic shall be allowed on any newly placed pavement without the approval of
the Engineer.
5-04.3(3)C  Pavers
(April 1, 2018 Tacoma GSP)
The second paragraph is deleted.

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

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

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

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

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

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

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

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

5-04.3(6)  Mixing
(Aug 1, 2020 Tacoma GSP)
The first paragraph is revised to read:

The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid asphalt binder prior to shipment to the asphalt mixing plant, when the mix design includes these additives. The Contractor shall submit the anti-stripping additive amount and the manufacturer’s certification, together with the HMA mix design submittal in accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive submittal is accepted by the Engineer.
5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA
(Aug 1, 2020 Tacoma GSP)
This section is revised to read:

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

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

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

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

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

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

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

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

The second paragraph is revised to read:

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

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

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

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

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

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

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

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

This section is supplemented with the following:

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

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

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

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

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

The second paragraph is revised to read:

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

This section is supplemented with the following:

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

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

5-04.5 Payment
(April 1, 2018 Tacoma GSP)

Pay items for “Job Mix Compliance Price Adjustment” and “Compaction Price Adjustment” are deleted.

The following pay items for HMA are revised to read:

“HMA Cl. ___ PG ___”, per ton.
“HMA for __ Cl. __ PG __”, per ton.

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

The pay item “HMA for Approach Cl. _PG__” is revised to read:

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

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

This section is supplemented with the following:

“HMA Cl. ___ PG __ for Pavement Patch”, per ton.
The unit Contract price for pavement patch shall be full pay for all labor, equipment, and materials required to complete the patching of the street, including joints, where required, and removal of temporary base.

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

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

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

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

8-01.1 Description
This section is supplemented with the following:

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

8-01.3(1) General

8-01.3(1)A Submittals
This section is revised to read:

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

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

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

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

8-01.3(1)B Erosion and Sediment Control (ESC) Lead
This section is revised to read:

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

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

1. Installing and maintaining all temporary erosion and sediment control Best Management Practices (BMPs) included in the SWPPP and as shown on the TESC plan. Damaged or inadequate BMPs shall be corrected as needed to assure continued performance of their intended function in accordance with BMP specifications and Permit requirements.

2. Performing monitoring as required by the NPDES Construction Stormwater General Permit.

3. Inspecting all on-site erosion and sediment control BMPs at least once every calendar week and within 24 hours of any discharge from the site. A SWPPP Inspection report or form shall be prepared for each inspection and shall be included in the SWPPP file. A copy of each SWPPP Inspection report or form shall be submitted to the Engineer no later than the end of the next working day following the inspection. The report or form shall include, but not be limited to the following:
   a. When, where, and how BMPs were installed, maintained, modified, and removed.
   b. Observations of BMP effectiveness and proper placement.
   c. Recommendations for improving future BMP performance with upgraded or replacement BMPs when inspections reveal SWPPP inadequacies.
   d. Approximate amount of precipitation since last inspection and when last inspection was performed.

4. Updating and maintaining a SWPPP file on site that includes, but is not limited to the following:
   a. SWPPP Inspection Reports or Forms.
   b. SWPPP narrative.
   c. National Pollutant Discharge Elimination System Construction Stormwater General Permit (Notice of Intent).
   d. All documentation and correspondence related to the NPDES Construction Stormwater General Permit.
   e. Other applicable permits.

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

8-01.3(1)C Water Management

This section is revised to read:

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

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

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

The dewatering plan shall include the following components:

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

**Requirements for Dewatering Water Discharge to the Storm Sewer System.**
Dewatering water will not be permitted to be discharged into the stormwater system on this project.

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

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

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

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

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

8-01.3(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.
8-01.3(10) Wattles

The fifth and sixth sentences are revised to read:

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

8-01.4 Measurement

The third paragraph is revised to read:

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

This section is supplemented with the following:

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

Add the following new sections:

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

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

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

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

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

“ESC Lead,” per Day

“Inlet Protection,” per each

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

No specific unit of measurement shall apply to the lump sum item “NPDES Construction
Stormwater General Permit”.

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8-01.5 Payment

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

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

This section is supplemented with the following:

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

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

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

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

Add the following new sections:

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

“Erosion/Water Pollution Control”, per lump sum

The lump sum contract price for “Erosion/Water Pollution Control” shall be full compensation for all costs incurred by the Contractor in performing the Contract Work defined in Section 8-01, except for costs compensated by Bid Proposal items inserted through Contract Provisions as described in Section 8-01.5(2)
Where removal of erosion control BMPs is directed by the engineer according to 8-01.3(16) or according to these specifications and the plans, removal shall be included in the lump sum or unit cost for these respective BMPs.

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

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

This section is supplemented with the following:

“ESC Lead,” per Day

“Inlet Protection,” per each

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

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

“NPDES Construction Stormwater General Permit”, per lump sum

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

END OF SECTION
8-30 RAILROAD SAFETY

8-30.1 Railroad Coordination and Safety Program

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

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

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

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

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

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

G. Operations of trains and rail facilities:

Railroad operating personnel will be responsible for operating the existing facilities throughout the performance of the work. Existing railroad track and signals must be available to Rail personnel at all times for use, maintenance and repair. If the Railroad instructs the Contractor to move the Contractor's equipment, materials or any installed material, which is located within a railroad right-of-way, the Contractor shall do so promptly. The Contractor shall not adjust or operate serviceable or functioning

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

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

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

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

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

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

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

1. Replacement of the damaged equipment.

2. Any necessary inspection and testing of the system, before and after repair or replacement of the damaged equipment.
8-30.1(1) General Work Requirements  
(May, 17 2019 )

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

Tacoma Rail

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

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

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

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

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

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

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

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

The Railroad Company's contact is:

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

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

8-30.2 Materials

This Section left vacant intentionally.

8-30.3 Construction Requirements

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

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

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

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

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

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

8-30.4 Measurement

This Section left vacant intentionally.
8-30.5 Payment

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

The contract prices shall be full compensation for furnishing all labor, equipment, and incidentals required to accomplish the submittal work.
8-31 RAILROAD TRACK IMPROVEMENTS

8-31.1 Description

The work under this section shall generally consist of rail relay, tie replacement, 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 underlayement.

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

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

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

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

B. Degradation Factor: 15 minimum

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

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

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

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

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

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

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

**Wood Ties:**

All ties shall be new grade cross ties 7"x9"x8.5' outside of crossing limits or 7"x9"x10' inside crossing limits, mixed hardwoods and shall conform to A.R.E.M.A. and AWPA specifications. The ties shall be of sound wood and well manufactured in accordance with applicable specifications. All ties shall be furnished with end plate anti-split devices. Treatment shall consist of seven (7) 50-50 creosote/petroleum process conforming to AWP-C6 specifications.
8-31.2(5) Joint Bars
All joint bars shall be new domestic steel 6 hole, 36" joint bars 115RE standard punch.

8-31.2(6) Rail
Rail for this project shall be new 115RE, AREMA head hardened domestic rail. Rail shall be supplied in 80 foot lengths with not more than 10% short rails between 33 feet and 39 feet in length. Other track material (OTM) shall consist of bolts, tie plates, joint bars, gauge rods, spikes/fasteners, rail anchors, and compromise bars.

8-31.2(7) Tie Plates
In all tangent sections of track all tie plates shall be new or #1 relay and shall conform to A.R.E.M.A. Plan 7 or 8 – “A.R.E.M.A. 13” or 14” tie plates for 5-1/2” wide rail base. In the curves and switch areas of the project all tie plates shall be new Pandrol style with “e” clips and new screw spikes designed for 115RE rail.

8-31.2(8) Rail Anchors (A.R.E.M.A., Chapter 5, Part 7)
Rail anchors shall meet A.R.E.M.A. standard material, size, and shape for drive-on style rail anchors.

8-31.2(13) Insulated Joints
Insulated joints shall be Toughcoat Polybar non glued.

8-31.3 Construction Requirements

8-31.3(1) General Requirements
Track work shall be in conformance with the standards of the A.R.E.M.A. and the requirements set forth in these Special Provisions. Workmanship shall be of the best quality to produce a finished installation as specified.

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

The Contractor shall notify “One Call” Utility locate and locate existing underground utilities in the area of work prior to any excavation.
8-31.3(1)A Construction Surveying
The City will provide survey control reference points for use by the Contractor’s
surveyor. The Contractor shall be responsible for providing construction surveying to
establish grades and sections from the City provided information. All work shall be done
in accordance with Section 1-05.4 of the Standard Specifications.

8-31.3(2) Demolition
Locate, identify, and protect utilities that remain, from damage. Protect bench marks,
survey control points, and existing structures from damage or displacement.

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

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

All material shall be property of the contractor and properly disposed of offsite. Costs for
recycling the rail and other track material shall be credited to unit pay item “Steel
Recycle Recovery”.

8-31.3(2)F Railroad Tie Disposition
The following information on tie disposal is provided for bidder information:

Railroad Tie Disposition

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

The proposal for this contract must include a plan for the disposal of the
wood which details how and where any sale to the public will occur and
where the unusable ties will be landfilled. The landfill proposal must also
include a description of the required permits, authorizations, analyses, or
other special requirements (such as size restrictions). The contractor must
supply a copy of any dump receipts to the project inspector. Any disposal
methods proposed other than those allowed above must be accompanied by
a detailed plan for the disposal alternative.
8-31.3(2)G Rail Disposition

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

**Rail Disposition**

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

The costs for removing and hauling the rail and OTM from the site to the recycler or re-seller shall be included in associated unit cost price “Remove and Replace Rail”.

8-31.3(3) Excavation

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

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

Protect bench marks, survey control points, and existing structures from damage or displacement.

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

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

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

8-31.3(4) Geotextile

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

1) Keep the fabric taut and wrinkle free as it is rolled onto the subgrade.

Overlap fabric sections a minimum of 30-inches at the joints.
2) Back-dump aggregate onto the fabric in such a manner to cushion and protect the fabric. Do not allow construction equipment to operate directly on the fabric.

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

“Remove and 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, sledge or spiking hammers.

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

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

8-31.3(7) Track Construction

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

The Contractor shall conduct track installation in a manner to avoid damage to adjacent ties, rail, hardware, and other existing improvements along the Tacoma Rail tracks. All damage to existing facilities shall be repaired by the Contractor at no cost to the contract.
8-31.3(7)A  Tolerances

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

A. *Gauge Variation*  
   1/8-inch

B. *Cross Level (Changes between any two points less than 62 feet apart):*
   1. On tangents  
      1/4-inch
   2. On curves (Variation from specified super elevation)  
      1/4-inch

C. *Horizontal Track Alignment (Maximum allowable deviation of the middle ordinate from a 62-foot chord):*
   1. On curves  
      3/8-inch
   2. On tangents  
      1/2-inch

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

E. *Mismatch of Rails at Joints:*
   1. On the tread of the rail ends  
      1/8-inch
   2. On the gauge of the rail ends  
      1/8-inch

8-31.3(7)B  Track Laying

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

<table>
<thead>
<tr>
<th>Rail Temperature Degree F</th>
<th>Expansion (Inches)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Below 35</td>
<td>5/16</td>
</tr>
</tbody>
</table>

78-Foot Rail - 68 Joints Per Mile
A rail thermometer shall be used to ascertain the temperature of the rail, and in making the reading, it shall be placed on the rail base on the side away from the sun.

8-31.3(7)C  Super Elevation
Curved track will be super elevated as shown:

<table>
<thead>
<tr>
<th>Degree of Curve</th>
<th>Elevation</th>
</tr>
</thead>
<tbody>
<tr>
<td>$3^\circ$ - $12^\circ$</td>
<td>1/4-inch</td>
</tr>
<tr>
<td>Over $12^\circ$</td>
<td>TBD per specific location</td>
</tr>
</tbody>
</table>

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

8-31.3(7)D  Track Gauge
Track gauge shall be as follows:

<table>
<thead>
<tr>
<th>Degree of Curve</th>
<th>Gauge</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0^\circ$ - $8^\circ$</td>
<td>4' - 8-1/2-inch</td>
</tr>
<tr>
<td>Over $8^\circ$</td>
<td>4' - 8-3/4-inch</td>
</tr>
</tbody>
</table>

8-31.3(7)E  Tie Plates
Tie plates shall be set in correct position on the ties, true-to-gauge, and with shoulders in full contact with the rail. There shall be one (1) tie plate under each rail at each tie; one (1) tie plate for running rail and guard rail. All tie plates shall be double shouldered.

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

Care must be exercised to see that canted tie plates are applied so as to cant the rail inward. Tie plates must be placed square with the rail and centered on the tie. Particular care must be given to see that the tie plate shoulders are never under the base of the rail and that the plates are well seated on the ties and the rail properly seated on the tie plate.
Adzing of the ties may be necessary to properly install the plates and lay the track. The contractor shall adze the ties if necessary. When adzing the ties the contractor shall use a mechanical adzing device. Hand adzing of the ties is not allowed.

8-31.3(7)F Angle Bars and Bolting
Rail joints shall be applied before the track is spiked. A lubricant shall be applied on the rail within the area of the joint bar at the time of installation. Bars shall be properly seated and lined up with the rail in a vertical position.

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

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

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

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

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

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

8-31.3(7)H Rail Anchors
All turnouts and all track within 78-feet of turnouts and repaired trestles shall have every
tie box anchored at every rail.

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

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

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

8-31.3(9) Raise, Surface, and Tamping
Railway ballast shall be tamped in, under, and around the cross ties and switch ties by
mechanical vibrating equipment until sufficiently compacted to support fully-loaded
freight cars. A movable head switch tie tamper will be required for ballast compaction.

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

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

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

Both ends of the ties shall be tamped simultaneously, and tamping inside and outside of
the rail shall be done at the same time. Thorough tamping of ballast under the rail seat
shall be required to insure that the ballast under the tie is completely compacted and that
the rail is firmly seated on the tie plate.
When the track has been installed to within 1-inch or 2-inches of the final grade, and is within 1-inch of the final alignment, a finishing lift shall be made by jacking up the track to the height provided by the grade stakes, making necessary allowance for settlement. In making the finishing lift, a spot board and level board or tamping jack with built-in raising wire and level, or other suitable mechanical means shall be used to bring the track to a true and finished surface.

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

8-31.3(10) Crossing Upgrades

This work shall consist of all labor, equipment and materials to replace the 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:

<table>
<thead>
<tr>
<th>Materials</th>
<th>Size</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ties</td>
<td>7”x9”x10’</td>
<td>73</td>
</tr>
<tr>
<td>Rail</td>
<td>115 lb</td>
<td>120 track feet</td>
</tr>
<tr>
<td>Ballast</td>
<td>#4</td>
<td>112 tons</td>
</tr>
<tr>
<td>Asphalt</td>
<td>HMA Cl. ½” PG 64-2230</td>
<td>30 tons</td>
</tr>
<tr>
<td>Crushed Surf. Top Crse</td>
<td>Section 4-04</td>
<td>116 tons</td>
</tr>
<tr>
<td>Ecology Blocks</td>
<td>2’x2’x6’</td>
<td>6</td>
</tr>
<tr>
<td>Remove Existing Pavement, Type I Class C6</td>
<td>117 square yards</td>
<td></td>
</tr>
</tbody>
</table>

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

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.

8-31.4 Measurement

“Project Surveying”, shall be per lump sum.

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

“Select Cross Tie Replacement”, shall be per each.

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

“___ Ballast Incl. Haul”, shall be per ton.

“Excavation & Disposal, Incl. Haul”, shall be per ton.

“Steel Recycle Recovery”, Estimated

“Furnish and Install 115 RE, ____ Turnout”, shall be per each.

“Remove and Replace ____ Crossing”, shall be per each.

8-31.5 Payment

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

“Project Surveying”, per lump sum.

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

“Remove and Replace Track”, per linear track foot.

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

“Remove and Replace Rail”, per linear track foot.

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

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

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

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

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

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

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

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

9-03.1 Aggregates for Portland Cement Concrete

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

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

9-03.6 Aggregates for Asphalt Treated Base (ATB)

9-03.6(1) General Requirements

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

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

9-03.6(2) Grading

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

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing</th>
</tr>
</thead>
<tbody>
<tr>
<td>2&quot;</td>
<td>100</td>
</tr>
<tr>
<td>1/2&quot;</td>
<td>56-100</td>
</tr>
<tr>
<td>No. 4</td>
<td>32-72</td>
</tr>
<tr>
<td>No. 10</td>
<td>22-57</td>
</tr>
<tr>
<td>No. 40</td>
<td>8-32</td>
</tr>
<tr>
<td>No. 200</td>
<td>2.0-9.0</td>
</tr>
</tbody>
</table>

All percentages are by weight.

9-03.6(3) Test Requirements

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

% of Theoretical Maximum Specific Gravity (GMM) (approximate) 93@
100 gyrations
AASHTO T324, WSDOT TM T718 or ASTM D3625 Pass
(Acceptable anti-strip evaluation tests)
The sand equivalent value of the mineral aggregate for asphalt treated base (ATB) shall not be less than 35.

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

Supplement section 9-03.8 with the following:

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

**General Requirements**

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

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

**Grading**

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

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing*</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾&quot; square</td>
<td>100</td>
</tr>
<tr>
<td>½&quot; square</td>
<td>90 - 100</td>
</tr>
<tr>
<td>⅜&quot; square</td>
<td>55 - 90</td>
</tr>
<tr>
<td>U.S. No. 4</td>
<td>10 - 40</td>
</tr>
<tr>
<td>U.S. No. 8</td>
<td>0 - 20</td>
</tr>
<tr>
<td>U.S No. 40</td>
<td>0 - 13</td>
</tr>
<tr>
<td>U.S No. 200</td>
<td>0 - 5</td>
</tr>
</tbody>
</table>

* 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)

<table>
<thead>
<tr>
<th>Sieve Size</th>
<th>Percent Passing*</th>
</tr>
</thead>
<tbody>
<tr>
<td>¾&quot; square</td>
<td>100</td>
</tr>
<tr>
<td>⅜&quot; square</td>
<td>95 - 100</td>
</tr>
<tr>
<td>U.S. No. 8</td>
<td>0 - 10</td>
</tr>
<tr>
<td>U.S. No. 200</td>
<td>0 - 3</td>
</tr>
</tbody>
</table>

Sand Equivalent 35 Minimum  
* All percentages are by weight
9-03.21 Recycled Material

9-03.21(1) General Requirements
(Jun 16, 2016 Tacoma GSP)

This section is supplemented with the following:

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

END OF SECTION

END OF SPECIAL PROVISIONS
APPENDIX A

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

INDEX OF DRAWINGS

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<th>TITLE OF DRAWINGS</th>
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<td>COVER SHEET</td>
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<td>3</td>
<td>Key Map</td>
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<td>4</td>
<td>Horizontal Control</td>
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<td>Demolition Plans</td>
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<td>D-1-C-3</td>
<td>7-9</td>
<td>Rail Construction Plans</td>
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<tr>
<td>RC-1</td>
<td>10</td>
<td>Road Construction Plans &amp; Details</td>
</tr>
</tbody>
</table>
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.
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].

   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
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:
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.