



City of Tacoma
Tacoma Rail

SPECIFICATION NO. TR22-0184F

**Yard Track Upgrades
(7, 14-17)**

Project No. RAL-00122

CITY OF TACOMA

Tacoma Rail

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

FOR

**SPECIFICATION NO.
TR22-0184F**

Yard Track Upgrades (7, 14-17)

PROJECT NO. RAL-00122



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

Room 544, Tacoma Municipal
Tacoma, Washington 98421-2711

TABLE OF CONTENTS

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

REQUEST FOR BIDS

SPECIAL REMINDER TO ALL BIDDERS

SPECIAL NOTICE TO BIDDERS

PART I BID PROPOSAL AND CONTRACT FORMS

- 1 Bid Proposal
- 2 Signature Page
- 3 Bid Bond
- 4 Certification of Compliance with Wage Payment Statutes
- 5 State Responsibility and Reciprocal Bid Preference Information
- 6 Statement of Qualifications
- 7 City of Tacoma – Equity in Contracting Utilization Form
- 8 List of Subcontractor Categories of Work
- 9 Contract
- 10 Payment Bond to the City of Tacoma
- 11 Performance Bond to the City of Tacoma
- 12 General Release Form

PART II SPECIAL PROVISIONS

- | | |
|------------|----------------------------------------------------------------------------------------|
| Division 1 | General Requirements |
| Division 2 | Earthwork |
| Division 3 | Production from Quarry and Pit Sites and Stockpiling (Vacant) |
| Division 4 | Bases |
| Division 5 | Surface Treatments and Pavements (Vacant) |
| Division 6 | Structures (Vacant) |
| Division 7 | Drainage Structures, Storm Sewers, Sanitary Sewers, Water Mains, and Conduits (Vacant) |
| Division 8 | Miscellaneous Construction |
| Division 9 | Materials |
| Appendix A | Project Plans |

PART III CITY OF TACOMA - LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) REGULATIONS FOR PUBLIC WORKS CONTRACTS

PART IV STATE PREVAILING WAGE RATES AND GENERAL REQUIREMENTS



**City of Tacoma
Tacoma Rail**

**REQUEST FOR BIDS TR22-0184F
Yard Track Upgrades (7, 14-17)**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 2, 2022

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: The project will remove and replace worn rail, install three switches, provided by Tacoma Rail. The project will also include excavation and placing ballast within the Tacoma Rail main yard.

Estimate: \$1,300,000

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 Tisha Rico, Senior Buyer by email to trico@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.

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 and submitted with your bid response:

1. **BID PROPOSAL**: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE**: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND**: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION**: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK**: Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

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

7. STATEMENT OF QUALIFICATIONS: The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the Engineer to determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the Contract.
8. Equity in Contracting Program (EIC)
Tacoma Municipal Code section 1.07
There is no EIC requirement on this solicitation. However, the City of Tacoma is committed to equality in contracting for under-utilized minority and women-owned businesses and we encourage you to locate these firms here Office of Minority & Women Owned Businesses (<https://omwbe.wa.gov>). Please visit the EIC website (https://www.cityoftacoma.org/government/city_departments/community_and_economic_development/equity_in_contracting) for more information.

POST AWARD FORMS EXECUTED UPON AWARD:

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
- E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.
- F. GENERAL RELEASE.

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.
2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

NOTE: If both goals are assigned to this project, the two goals can be satisfied concurrently if the prime contractor utilizes individuals who simultaneously meet the requirements of both goals, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area.

See City of Tacoma – Local Employment and Apprenticeship Training Program section for additional information.

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. TR22-0184F

Yard Track Upgrades (7, 14-17)

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-00122 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 8-30	COVID 19 Health and Safety Plan	1 Lump Sum	Lump Sum	\$ _____
2. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
3. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
4. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
5. 8-31	Project Surveying	1 Lump Sum	Lump Sum	\$ _____
6. 8-31	Remove and Replace Rail	2300 Track Feet	\$ _____	\$ _____
7. 8-31	Remove and Replace Track	30 Track Feet	\$ _____	\$ _____
8. 8-31	Select Cross Tie Replacement	1375 Each	\$ _____	\$ _____

Contractor's Name: _____
Specification No. TR22-0184F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. 8-31	Remove and Install 115 RE, #9 Turnout	3 Each	\$ _____	\$ _____
10. 8-31	Raise, Surface, Line and Dress	7100 Track Ft.	\$ _____	\$ _____
11. 8-31	#4 Ballast Incl. Haul	1000 Ton	\$ _____	\$ _____
12. 8-31	Excavation, Including Disposal & Haul	320 Ton	\$ _____	\$ _____
13. 8-31	Steel Recycle Recovery	EST	Estimated	\$ <u>-10,000</u>

Subtotal Items Nos. 1 - 13 \$ _____

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

Force Account \$ 30,000

Base Bid (Subtotal Items Nos. 1 - 13, plus force account, plus Tax) \$ _____

Contractor's Name: _____
Specification No. TR22-0184F

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. TR22-0184F Yard Track Upgrades (7, 14-17)

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**July 18, 2022**), 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 CONTRACTOR

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

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

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

Rail Contractor:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

Project Experience

#1 Project Name: _____

Owner: _____ Contact Person: _____

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

Completion Date: _____

#2 Project Name: _____

Owner: _____ Contact Person: _____

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

Completion Date: _____

**STATEMENT OF QUALIFICATIONS FOR
RAIL CONTRACTOR**

#3 Project Name: _____

Owner: _____ Contact Person: _____

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

Completion Date: _____

On-Site Supervisor:

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

Name _____ Years employed by contractor: _____

#1 Project Name/Date: _____

Owner: _____ Contact Person: _____

Description of Work: _____

Completion Date: _____

#2 Project Name/Date: _____

Owner: _____ Contact Person: _____

Description of Work: _____

Completion Date: _____

Alternate On-Site Supervisor:

Name _____ Years employed by contractor: _____

#1 Project Name/Date: _____

Owner: _____ Contact Person: _____

Description of Work: _____

Completion Date: _____



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

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, which are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Certified Businesses approved by the Washington State Office of Minority & Women's Business Enterprises ([OMWBE](#)).
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete company names and phone numbers are required to verify your usage of qualifying firms.

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

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

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor’s responsibility to check the status of Certified Businesses prior to bid opening. Call the EIC Office at 253-591-5630 for additional information.

List of Subcontractor Categories of Work

Project Name _____

Subcontractor(s) that are proposed to perform the work of heating, ventilation and air conditioning, and/or plumbing, as described in Chapter 18.106 RCW, and electrical as described in Chapter 19.28 RCW must be listed below. **This information must be submitted with the bid proposal or within one hour of the published bid submittal time via email to bids@cityoftacoma.org.**

Subcontractor(s) that are proposed to perform the work of structural steel installation and/or rebar installation must be listed below. **This information must be submitted with the bid proposal or within forty-eight hours of the published bid submittal time via email to bids@cityoftacoma.org.**

Failure to list subcontractors or naming more than one subcontractor to perform the same work will result in your bid being non-responsive. Contractors self-performing must list themselves below. The work to be performed is to be listed below the subcontractor(s) name.

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

Subcontractor Name	_____
Work to be Performed	_____

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of Choose an item. 20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and ("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. _____ and _____ together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated _____ submitted in response to Specification No. _____ and _____.
 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.
-

Remove this paragraph and #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

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.

- II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: _____, plus applicable sales tax.
- III. 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.
- IV. 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.
- V. 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.
- VI. 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: _____
Enter title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Choose an item.

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney

Sample



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

Table of Contents

INTRODUCTION.....	1
DESCRIPTION.....	1
1-01 DEFINITIONS AND TERMS	2
1-01.3 Definitions	2
1-02 BID PROCEDURES AND CONDITIONS	5
1-02.1 Prequalification of Bidders	5
1-02.1 Qualifications of Bidder.....	5
1-02.1(1) Supplemental Qualifications Criteria	5
1-02.2 Plans and Specifications	5
1-02.4(1) General.....	6
1-02.5 Proposal Forms	6
1-02.6 Preparation of Proposal.....	6
1-02.7 Bid Deposit.....	7
1-02.9 Delivery of Proposal	8
1-02.10 Withdrawing, Revising, or Supplementing Proposal (March 16, 2016 Tacoma GSP)	8
1-02.13 Irregular Proposals	8
1-02.14 Disqualification of Bidders	9
1-02.15 Pre Award Information.....	11
1-03 AWARD AND EXECUTION OF CONTRACT	12
1-03.1 Consideration of Bids	12
1-03.2 Award of Contract.....	12
1-03.3 Execution of Contract	12
1-03.4 Contract Bond.....	13
1-03.5 Failure to Execute Contract	13
1-04 SCOPE OF THE WORK	14
1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda	14
1-05 CONTROL OF WORK	15
1-05.3 Working Drawings	15
1-05.3 Submittals	15
1-05.3(1) Submittal Schedule	15
1-05.3(2) Submittal Procedures.....	15
1-05.3(3) Engineer's Review of Submittals	16
1-05.3(4) Resubmittals	17

1-05.3(5) Submittal Requirements by Section	17
1-05.4 Conformity With and Deviations from Plans and Stakes	17
1-05.4(1) Roadway and Utility Surveys.....	18
1-05.4(2) Bridge and Structure Surveys.....	18
1-05.7 Removal of Defective and Unauthorized Work	18
1-05.11 Final Inspection	19
1-05.11 Final Inspections and Operational Testing.....	19
1-05.11(1) Substantial Completion Date.....	19
1-05.11(2) Final Inspection and Physical Completion Date.....	20
1-05.11(3) Operational Testing.....	20
1-05.12(1) One-Year Guarantee Period.....	21
1-05.13 Superintendents, Labor and Equipment of Contractor	21
1-05.15 Method of Serving Notices.....	21
1-05.16 Water and Power.....	22
1-06 CONTROL OF MATERIAL.....	24
1-06.1 Approval of Materials Prior To Use	24
1-06.1(1) Qualified Products List (QPL).....	24
1-06.1(2) Request for Approval of Material (RAM).....	24
1-06.6 Recycled Materials.....	24
1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC.....	25
1-07.1 Laws to be Observed.....	25
1-07.2 State Taxes	25
1-07.9 Wages.....	25
1-07.9(5) Required Documents	25
1-07.15(1) Spill Prevention, Control and Countermeasures Plan.....	26
1-07.16 Protection and Restoration of Property	29
1-07.16(1) Private/Public Property.....	29
1-07.17 Utilities and Similar Facilities	30
1-07.23(1) Construction under Traffic	30
1-07.23(2) Construction and Maintenance of Detours.....	32
1-07.24 Rights of Way	32
1-08 PROSECUTION AND PROGRESS	34
1-08.0 Preliminary Matters	34
1-08.0(1) Preconstruction Conference.....	34
1-08.0(2) Hours of Work	34
1-08.0(2) Hours of Work	35

1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees	36
1-08.1 Subcontracting - D/M/WBE Reporting	36
1-08.1 Subcontracting	36
1-08.1 (2) Subcontracting – Equity In Contracting	36
1-08.3(2)A Type A Progress Schedule	37
1-08.4 Prosecution of Work	37
1-08.4 Notice to Proceed and Prosecution of Work	37
1-08.5 Time for Completion.....	37
1-08.9 Liquidated Damages.....	38
1-09 MEASUREMENT AND PAYMENT.....	39
1-09.2(1) General Requirements for Weighing Equipment	39
1-09.6 Force Account	39
1-09.9 Payments	39
1-09.9(1) Retainage	41
1-09.13(3)A Administration of Arbitration	41
1-10 TEMPORARY TRAFFIC CONTROL	42
1-10.1(2) Description	42
Traffic Control Management	42
1-10.2(1) General	42
1-10.3(3)A Construction Signs.....	43
1-10.3(3)C Portable Changeable Message Sign.....	43
1-10.4(2) Item Bids with Lump Sum for Incidentals.....	43
1-10.5(2) Item Bids with Lump Sum for Incidentals.....	43
2-03 ROADWAY EXCAVATION AND EMBANKMENT	44
2-03.1 Description	44
2-03.3 Construction Requirements	44
2-03.3(5) Slope Treatment	44
2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters	44
2-03.5 Payment.....	44
2-06 SUBGRADE PREPARATION.....	45
2-06.3 Construction Requirements	45
2-06.5 Measurement and Payment.....	45
2-06.5(2) Subgrade Not Constructed Under Same Contract.....	45
4-04 BALLAST AND CRUSHED SURFACING	46
4-04.5 Payment.....	46
8-01 EROSION CONTROL AND WATER POLLUTION CONTROL.....	47

8-01.3(1)A Submittals.....	47
8-01.3(1)B Erosion and Sediment Control (ESC) Lead.....	47
8-01.3(1)C Water Management.....	48
8-01.3(7) Stabilized Construction Entrance	49
8-01.3(8) Street Cleaning	49
8-01.3(9)D Inlet Protection	49
8-01.3(10) Wattles.....	50
8-01.4 Measurement	50
8-01.4(1) Lump Sum Bid for Project (No Unit Items).....	50
8-01.4(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control.....	50
8-01.5 Payment.....	51
8-01.5(1) Lump Sum Bid for Project (No Unit Items).....	52
8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control.....	52
8-30 Railroad Safety	53
8-30.1 Railroad Coordination and Safety Program	53
8-30.1(1) General Work Requirements.....	54
8-30.2 Materials.....	56
8-30.3 Construction Requirements	56
8-30.4 Measurement	56
8-30.5 Payment.....	56
8-31 Railroad Track Improvements	57
8-31.1 Description	57
8-31.2 Materials.....	57
8-31.2(1) Railroad Track Ballast	58
8-31.2(2) Track Spikes (A.R.E.M.A. Chapter 5, Part 2).....	58
8-31.2(3) Track Bolts (A.R.E.M.A., Chapter 4, Part 3).....	58
8-31.2(4) Railroad Ties (A.R.E.M.A. Chapter 30, Part 3).....	58
8-31.2(5) Joint Bars	59
8-31.2(6) Rail.....	59
8-31.2(7) Tie Plates	59
8-31.2(8) Rail Anchors (A.R.E.M.A., Chapter 5, Part 7)	59
8-31.2(9) Turnouts	59
8-31.2(12) Geotextile	60
8-31.3 Construction Requirements	61
8-31.3(1) General Requirements	61
8-31.3(1)A Construction Surveying.....	61

8-31.3(2) Demolition	61
8-31.3(2)F Railroad Tie Disposition	61
8-31.3(2)G Rail Disposition	62
8-31.3(3) Excavation	62
8-31.3(4) Geotextile.....	63
8-31.3(5) Track Ballast	63
8-31.3(6) Ties.....	63
8-31.3(7) Track Construction	64
8-31.3(7)A Tolerances	64
8-31.3(7)B Track Laying.....	65
8-31.3(7)C Super Elevation	65
8-31.3(7)D Track Gauge.....	66
8-31.3(7)E Tie Plates	66
8-31.3(7)F Angle Bars and Bolting	66
8-31.3(7)G Spiking	66
8-31.3(7)H Rail Anchors	67
8-31.4 Measurement.....	68
8-31.5 Payment	68
9-03 AGGREGATES	70
9-03.1 Aggregates for Portland Cement Concrete	70
9-03.1(1) General Requirements	70
9-03.6 Vacant.....	70
9-03.6 Aggregates for Asphalt Treated Base (ATB).....	70
9-03.6(1) General Requirements	70
9-03.6(2) Grading	70
9-03.6(3) Test Requirements.....	70
9-03.8 Aggregates for Hot Mix Asphalt	71
9-03.12 Gravel Backfill	71
9-03.12(10) Pea Gravel.....	71
9-03.21 Recycled Material.....	72
9-03.21(1) General Requirements	72

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

4 The following special provisions shall be used in conjunction with the "2022 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State
7 Department of Transportation (WSDOT). State Standard Specifications are available
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may
9 be downloaded, free of charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>
11

12 These Special Provisions are made up of both General Special Provisions (GSPs) from
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
16 addition to any subsection or portion of the Standard Specifications is meant to pertain
17 only to that particular portion of the section, and in no way should it be interpreted that
18 the balance of the section does not apply.
19

20 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its
21 source, as follows:
22

23 *(May 18, 2007 APWA GSP)*
24 *(August 7, 2006 WSDOT GSP)*
25 *(April 2, 2007 Tacoma GSP)*
26

27 The project specific Special Provisions are labeled under the headers of each Special
28 Provision as follows:
29

30 **(*****)**
31

32 A pre-bid conference will not be held.
33

34 **DESCRIPTION**
35

36 This project is primarily comprised of select tie replacement, rail replacement,
replacement of three switches within the Tacoma Rail main yard.

1 **1-01 DEFINITIONS AND TERMS**

2
3 **1-01.3 Definitions**

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

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

8
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36
37 *Supplement this Section with the following:*

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

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

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

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

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for "Contract".

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

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

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

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

3
4 **Base Bid**

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

8
9 **Calendar Day**

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

12
13 **Change Order**

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

18
19 **Day**

20 Unless otherwise specified, a calendar day.

21
22 **Deductive**

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

26
27 **Grand Total Price**

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

30
31 **Standard Specifications**

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

34
35
36 **END OF SECTION**
37
38
39

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

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

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

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

8
9 Before award of a public works contract, a bidder must meet at least the minimum
10 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified
11 to be awarded a public works project.

12
13 *Add the following new section:*

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

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

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

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

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

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

33

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13 *The fourth paragraph is revised to read:*
14 **(October 18, 2013 Tacoma GSP)**
15

16 The bidder shall submit the following completed forms:
17 City of Tacoma – Equity in Contracting Utilization Form
18

19 **1-02.7 Bid Deposit**
20 **(March 1, 2021 Tacoma GSP)**

21 *Delete this section and replace it with the following:*
22

23 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit
24 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any
25 proposal bond shall be on the Contracting Agency's form and shall be signed by the
26 Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify
27 the minimum 5 percent required. The Surety shall: (1) be registered with the Washington
28 State Insurance Commissioner, and (2) appear on the current Authorized Insurance List
29 in the State of Washington published by the Office of the Insurance Commissioner.
30

31 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid
32 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.
33

34 If submitting your bid electronically, a scanned version of the original bid bond or
35 cashier's check shall accompany your electronic bid submittal. The original bid bond or
36 cashier's check shall be sent to the Contracting Agency and received by the Contracting
37 Agency within 7 calendar days of the bid opening or the bidder may be deemed non-
38 responsive.
39

40 **Original bid bonds or cashier's check will be delivered to:**

41 City of Tacoma Procurement & Payables Division
42 Tacoma Public Utilities
43 P.O. Box 11007
44 Tacoma, WA 98411-0007
45

46 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
47

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

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

4
5 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
6 Project Number as stated in the Call for Bids clearly marked on the outside of the
7 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
8 delivery.

9
10 The Bidder shall submit to the Contracting Agency a signed "Certification of Compliance
11 with Wage Payment Statutes" document where the Bidder under penalty of perjury
12 verifies that the Bidder is in compliance with responsible bidder criteria in RCW
13 39.04.350 subsection (1) (g), as required per Section 1-02.14. The "Certification of
14 Compliance with Wage Payment Statutes" document shall be received with the Bid
15 Proposal.

16
17 **1-02.10 Withdrawing, Revising, or Supplementing Proposal (March 16, 2016**
18 **Tacoma GSP)**

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

20
21 After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw,
22 revise, or supplement it if:

- 23 1. The Bidder submits a written request signed by an authorized person, and
- 24 2. The Contracting Agency receives the request before the time set for receipt
- 25 of Proposals.
- 26 3. The revised or supplemented Bid Proposal (if any) is received by the
- 27 Contracting Agency before the time set for receipt of Bid Proposals.
- 28

29 The original Bid Proposal may be supplemented, or revised and resubmitted as the
30 official Bid Proposal if the Contracting Agency receives it before the time set for receipt
31 of Proposals.

32
33 **1-02.13 Irregular Proposals**
34 **(June 20, 2017 APWA GSP)**

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

- 36
37 1. A Proposal will be considered irregular and will be rejected if:
 - 38 a. The Bidder is not prequalified when so required;
 - 39 b. The authorized Proposal form furnished by the Contracting Agency is not
 - 40 used or is altered;
 - 41 c. The completed Proposal form contains any unauthorized additions,
 - 42 deletions, alternate Bids, or conditions;
 - 43 d. The Bidder adds provisions reserving the right to reject or accept the
 - 44 award, or enter into the Contract;
 - 45 e. A price per unit cannot be determined from the Bid Proposal;
 - 46 f. The Proposal form is not properly executed;
 - 47 g. The Bidder fails to submit or properly complete a Subcontractor list, if
 - 48 applicable, as required in Section 1-02.6;
 - 49 h. The Bidder fails to submit or properly complete an Underutilized
 - 50 Disadvantaged Business Enterprise Certification, if applicable, as
 - 51 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 Statement of Qualifications for Rail Subcontract

- 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. Or

or

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

1 will not execute a contract with any other Bidder until at least two business days after the
2 Bidder determined to be not responsible has received the final determination.
3

4 **1-02.15 Pre Award Information**
5 **(August 14, 2013 APWA GSP)**
6

7 *Revise this section to read:*
8

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

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

24 **END OF SECTION**
25

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

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

5 *Revise the first paragraph to read:*

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

18
19 **1-03.2 Award of Contract**
20 **(March 27, 2003 Tacoma GSP)**

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

23
24 **1-03.3 Execution of Contract**
25 **(October 1, 2005 APWA GSP)**

26 *Revise this section to read:*

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

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

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

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

1 **1-03.4 Contract Bond**

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

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

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

- 9 1. Be on Contracting Agency-furnished form(s);
- 10 2. Be signed by an approved surety (or sureties) that:
- 11 a. Is registered with the Washington State Insurance Commissioner, and
- 12 b. Appears on the current Authorized Insurance List in the State of Washington
- 13 published by the Office of the Insurance Commissioner,
- 14 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
- 15 and conditions under the Contract, including but not limited to the duty and
- 16 obligation to indemnify, defend, and protect the Contracting Agency against all
- 17 losses and claims related directly or indirectly from any failure:
- 18 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
- 19 subcontractors of the Contractor) to faithfully perform and comply with all
- 20 contract obligations, conditions, and duties, or
- 21 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
- 22 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
- 23 subcontractors, material person, or any other person who provides supplies
- 24 or provisions for carrying out the work;
- 25 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on
- 26 the project under titles 50, 51, and 82 RCW; and
- 27 5. Be accompanied by a power of attorney for the Surety's officer empowered to
- 28 sign the bond; and
- 29 6. Be signed by an officer of the Contractor empowered to sign official statements
- 30 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be
- 31 signed by the president or vice president, unless accompanied by written proof of
- 32 the authority of the individual signing the bond(s) to bind the corporation (i.e.,
- 33 corporate resolution, power of attorney, or a letter to such effect signed by the
- 34 president or vice president).
- 35

36 *Add the following new section:*

37
38 **1-03.5 Failure to Execute Contract**

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

40 *The first sentence is revised to read:*

41
42 Failure to return the insurance certification and bond with the signed contract as required
43 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
44 in the contract, or failure or refusal to sign the Contract, or failure to register as a
45 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
46 of this Bidder

47
48
49

END OF SECTION

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

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

6 *Revise the second paragraph to read:*

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

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

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

1 **1-05 CONTROL OF WORK**

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

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

6
7 **1-05.3 Submittals**

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

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

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

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

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

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

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

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

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

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

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

47
48 Each submittal shall have a unique number assigned to it, and the transmittals shall be
49 sequentially numbered. The numbering of resubmittals shall meet the requirements of

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

3
4 Each submittal shall indicate the intended use of the item in the work. When catalog
5 pages are submitted, applicable items shall be clearly identified. The current revision,
6 issue number, and data shall be indicated on all drawings and other descriptive data.

7
8 Each submittal should be transmitted with the "Submittal Transmittal Form" found at the
9 end of this section. Upon request, an electronic copy of the Submittal Transmittal Form
10 will be made available to the Contractor.

11
12 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the
13 following information on each submittal, in a clear space on the front of the submittal:

- 14
- 15 • Project Name: Yard Track Upgrades (7, 14-17)
- 16 • Project Specification Number: TR22-0184F
- 17 • Project No. RAL-00122
- 18 • Submittal Date
- 19 • Description of Submittal
- 20 • Sequential, unique submittal number.
- 21 • Related Specification Section and/or plan sheet
- 22 • The following statement: "This document has been detail-checked for accuracy of
23 content and for compliance with the Contract documents. The information
24 contained herein has been fully coordinated with all involved Subcontractors."
- 25 • Printed or typed name and signature of Contractor.
- 26

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

31
32 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional
33 characteristics of product or material and full range of colors available. Field samples
34 and mock-ups, where required, shall be erected at the project site where directed by the
35 Engineer.

36
37 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in
38 submittals from requirements of the Contract documents.

39
40 The City shall not be responsible for delays in reviewing submittals not submitted in
41 accordance with these specifications.

42 43 **1-05.3(3) Engineer's Review of Submittals**

44
45 The Engineer's review of drawings and data submitted by the Contractor will cover only
46 general conformity with the Contract drawings and specifications. The Engineer's review
47 of submittals shall not relieve the Contractor from responsibility for errors, omissions,
48 deviations, or responsibility for compliance with the Contract documents.

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

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

1-05.3(4) Resubmittals

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
4-04	Crushed Surfacing Top Course
4-04	Crushed Surfacing Base Course
5-04	Asphalt Mix Design Certification
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1 **1-05.4(1) Roadway and Utility Surveys**
2 **(October 1, 2005 APWA GSP)**
3

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

- 7 1. Slope stakes for establishing grading;
8 2. Curb grade stakes;
9 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
10 4. Offset points to establish line and grade for underground utilities such as water,
11 sewers, and storm drains.
12

13 On alley construction projects with minor grade changes, the Engineer shall provide only
14 offset hubs on one side of the alley to establish the alignment and grade.
15

16 **1-05.4(2) Bridge and Structure Surveys**
17 **(October 1, 2005 APWA GSP)**
18

19 For all structural work such as bridges and retaining walls, the Contractor shall retain as
20 a part of Contractor's organization an experienced team of surveyors.
21

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

- 24 1. Centerline or offsets to centerline of the structure.
25 2. Stations of abutments and pier centerlines.
26 3. A sufficient number of bench marks for levels to enable the Contractor to set
27 grades at reasonably short distances.
28 4. Monuments and control points as shown in the Plans.
29

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

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

38

39 During the progress of the work, the Contractor shall make available to the Engineer all
40 field books including survey information, footing elevations, cross sections and
41 quantities.
42

43 The Contractor shall be fully responsible for the close coordination of field locations and
44 measurements with appropriate dimensions of structural members being fabricated.
45

46 **1-05.7 Removal of Defective and Unauthorized Work**
47 **(October 1, 2005 APWA GSP)**
48

48 *Supplement this section with the following:*
49

50 If the Contractor fails to remedy defective or unauthorized work within the time specified
51 in a written notice from the Engineer, or fails to perform any part of the work required by

1 the Contract Documents, the Engineer may correct and remedy such work as may be
2 identified in the written notice, with Contracting Agency forces or by such other means
3 as the Contracting Agency may deem necessary.
4

5 If the Contractor fails to comply with a written order to remedy what the Engineer
6 determines to be an emergency situation, the Engineer may have the defective and
7 unauthorized work corrected immediately, have the rejected work removed and
8 replaced, or have work the Contractor refuses to perform completed by using
9 Contracting Agency or other forces. An emergency situation is any situation when, in the
10 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
11 serious risk of loss or damage to the public.
12

13 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
14 remedying defective or unauthorized work, or work the Contractor failed or refused to
15 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
16 monies due, or to become due, the Contractor. Such direct and indirect costs shall
17 include in particular, but without limitation, compensation for additional professional
18 services required, and costs for repair and replacement of work of others destroyed or
19 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
20

21 No adjustment in Contract time or compensation will be allowed because of the delay in
22 the performance of the work attributable to the exercise of the Contracting Agency's
23 rights provided by this Section.
24

25 The rights exercised under the provisions of this section shall not diminish the
26 Contracting Agency's right to pursue any other avenue for additional remedy or
27 damages with respect to the Contractor's failure to perform the work as required.
28

29 **1-05.11 Final Inspection**

30 *Delete this section and replace it with the following:*
31

32 **1-05.11 Final Inspections and Operational Testing** 33 **(October 1, 2005 APWA GSP)** 34

35 **1-05.11(1) Substantial Completion Date** 36

37 When the Contractor considers the work to be substantially complete, the Contractor
38 shall so notify the Engineer and request the Engineer establish the Substantial
39 Completion Date. The Contractor's request shall list the specific items of work that
40 remain to be completed in order to reach physical completion. The Engineer will
41 schedule an inspection of the work with the Contractor to determine the status of
42 completion. The Engineer may also establish the Substantial Completion Date
43 unilaterally.
44

45 If, after this inspection, the Engineer concurs with the Contractor that the work is
46 substantially complete and ready for its intended use, the Engineer, by written notice to
47 the Contractor, will set the Substantial Completion Date. If, after this inspection the
48 Engineer does not consider the work substantially complete and ready for its intended
49 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
50 therefore.
51

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

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

10 11 **1-05.11(2) Final Inspection and Physical Completion Date**

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

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

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

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

37 38 **1-05.11(3) Operational Testing**

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

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

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

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

11
12 *Add the following new section:*

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

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

27
28 When corrections of defects are made, the Contractor shall then be responsible for
29 correcting all defects in workmanship and materials in the corrected work for one year
30 after acceptance of the corrections by Contracting Agency.

31
32 This guarantee is supplemental to and does not limit or affect the requirements that the
33 Contractor's work comply with the requirements of the Contract or any other legal rights
34 or remedies of the Contracting Agency.

35
36 **1-05.13 Superintendents, Labor and Equipment of Contractor**
37 **(August 14, 2013 APWA GSP)**

38
39 *Delete the sixth and seventh paragraphs of this section.*

40
41 **1-05.15 Method of Serving Notices**
42 **(March 25, 2009 APWA GSP)**

43 *Revise the second paragraph to read:*

44
45 All correspondence from the Contractor shall be directed to the Project Engineer. All
46 correspondence from the Contractor constituting any notification, notice of protest, notice
47 of dispute, or other correspondence constituting notification required to be furnished
48 under the Contract, must be in paper format, hand delivered or sent via mail delivery
49 service to the Project Engineer's office. Electronic copies such as e-mails or
50 electronically delivered copies of correspondence will not constitute such notice and will
51 not comply with the requirements of the Contract.

1
2
3
4
5
6
7
8
9
10
11
12

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

Yard Track Upgrades (7, 14-17)
Project Number RAL-00122
Specification No. TR22-0184F

ATTN: Construction Division Date: _____

Submittal Number _____

Specification Number _____ Bid Item No. _____

Submittal Description _____

We are sending you:

Copies	Date	Page	Description

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

Remarks: _____

Certify Either A or B:

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

Certified By: _____
Signature

END OF SECTION

1
2 **1-06 CONTROL OF MATERIAL**
3

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

6 *The first sentence is revised to read:*
7

8 All materials and equipment shall be submitted for review in accordance with section 1-
9 05.3 of these special provisions.

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

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

- 15
16 1. Shall be new, unless the Special Provisions or Standard Specifications permit
17 otherwise;
18
19 2. Shall meet the requirements of the Contract and be approved by the Engineer;
20
21 3. May be inspected or tested at any time during their preparation and use; and
22
23 4. Shall not be used in the Work if they become unfit after being previously
24 approved.
25

26 **1-06.1(1) Qualified Products List (QPL)**

27 *This section is revised in its entirety to read:*
28

29 QPL's are not accepted by the City.
30

31 **1-06.1(2) Request for Approval of Material (RAM)**

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

34 **1-06.6 Recycled Materials**
35 **(January 4, 2016 APWA GSP)**
36

37 *Delete this section, including its subsections, and replace it with the following:*
38

39 The Contractor shall make their best effort to utilize recycled materials in the
40 construction of the project. Approval of such material use shall be as detailed elsewhere
41 in the Standard Specifications.
42

43 Prior to Physical Completion the Contractor shall report the quantity of recycled
44 materials that were utilized in the construction of the project for each of the items listed
45 in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete
46 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.
47 utilization of on-site material and aggregates from concrete returned to the supplier).
48 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials
49 Reporting.
50

51 **END OF SECTION**

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

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

5 *Supplement this section with the following:*

6
7 In cases of conflict between different safety regulations, the more stringent regulation
8 shall apply.
9

10 The Washington State Department of Labor and Industries shall be the sole and
11 paramount administrative agency responsible for the administration of the provisions of
12 the Washington Industrial Safety and Health Act of 1973 (WISHA).
13

14 The Contractor shall maintain at the project site office, or other well known place at the
15 project site, all articles necessary for providing first aid to the injured. The Contractor
16 shall establish, publish, and make known to all employees, procedures for ensuring
17 immediate removal to a hospital, or doctor's care, persons, including employees, who
18 may have been injured on the project site. Employees should not be permitted to work
19 on the project site before the Contractor has established and made known procedures
20 for removal of injured persons to a hospital or a doctor's care.
21

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

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

34 *Supplement this section with the following:*

35
36 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in
37 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications
38 for Road, Bridge, and Municipal Construction.
39

40 **1-07.9 Wages**

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

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

45
46 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
47 subcontractors or agents.
48
49
50
51

1 *This section is supplemented with the following:*

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

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

9
10 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
11 **(February 9, 2011 Tacoma GSP)**

12 *This section is revised to read:*

13
14 The Contractor shall prepare a project-specific spill prevention, control, and
15 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The
16 Contractor shall submit the plan to the Project Engineer no later than the date of the
17 preconstruction conference. No on-site construction activities may commence until the
18 Contracting Agency accepts an SPCC Plan for the project.

19
20 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
21 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
22 Manual (M 31-11). Occupational safety and health requirements that may pertain to
23 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
24 296-843.

25
26 **Implementation Requirements**

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

33
34 If hazardous materials are encountered or spilled during construction, the Contractor
35 shall do everything possible to control and contain the material until appropriate
36 measures can be taken. The Contractor shall supply and maintain spill response kits of
37 appropriate size within close proximity to hazardous materials and equipment.

38
39 The Contractor shall implement the spill prevention measures identified in the SPCC
40 Plan before performing any of the following:

- 41
42 1. Placing materials or equipment in staging or storage areas.
43
44 2. Refueling, washing, or maintaining equipment.
45
46 3. Stockpiling contaminated materials.
47

48 **SPCC Plan Element Requirements**

49 The SPCC Plan shall set forth the following information in the following order:
50
51

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.

1 10. Spill Report Forms

2 Provide a copy of the spill report form(s) that the Contractor will use in the event
3 of a release or spill.
4

5 **Payment**

6 Payment will be made in accordance with Section 1-04.1 for the following Bid item when
7 it is included in the Proposal:
8

9 "SPCC Plan," lump sum.
10

11 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor
12 shall receive 50-percent of the lump sum Contract price for the plan.
13

14 The remaining 50-percent of the lump sum price will be paid after the materials and
15 equipment called for in the plan are mobilized to the project.
16

17 The lump sum payment for "SPCC Plan" shall be full pay for:
18

- 19 1. All costs associated with creating the accepted SPCC Plan.
- 20
- 21 2. All costs associated with providing and maintaining the on-site spill prevention
22 equipment described in the accepted SPCC Plan.
- 23
- 24 3. All costs associated with providing and maintaining the on-site standby spill
25 response equipment and materials described in the accepted SPCC Plan.
- 26
- 27 4. All costs associated with implementing the spill prevention measures identified in
28 the accepted SPCC Plan.
- 29
- 30 5. All costs associated with updating the SPCC Plan as required by this
31 Specification.
32

33 As to other costs associated with releases or spills, the Contractor may request payment
34 as provided for in the Contract. No payment shall be made if the release or spill was
35 caused by or resulted from the Contractor's operations, negligence, or omissions.
36

37 **1-07.16 Protection and Restoration of Property**

38
39 **1-07.16(1) Private/Public Property**
40 **(January 13, 2011 Tacoma GSP)**

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

43 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not
44 occur unless approved by the Engineer. All stockpile sites shall be restored to as good
45 or better condition.
46

47 The Contractor shall contact all property owners and tenants in the vicinity of this project,
48 via newsletter/ mailing, a minimum of one (1) week prior to start of construction. The
49 Contractor shall submit a draft of the property owner notification prior to posting/ mailing.
50

51 The newsletter/ mailing shall advise the owners and tenants of the construction schedule
52 and indicate the Contractor's name, contact person, and telephone numbers.
53

1 **1-07.17 Utilities and Similar Facilities**

2 **(March 7, 2017 Tacoma GSP)**

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

4
5 Public and private utilities or their Contractors will furnish all work necessary to adjust,
6 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
7 these Special Provisions. Such adjustment, relocations, replacement, or construction
8 will be done within the time for performance of this project. The Contractor shall
9 coordinate their work with such adjustment, relocation, or replacement of utility work.
10 This may require the Contractor to phase their work in a manner that will allow for the
11 utility work.
12

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

- 16
- 17 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
 - 18 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
 - 19 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
 - 20 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
21 Brian.Munson@Rainierconnect.net
 - 22 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
 - 23 OR Amber Uhls, Gas, phone: (253) 476-6137
 - 24 • CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
 - 25 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955
 - 26 • AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425)
27 896-9830
 - 28 • Level 3 Communications, Level3NetworkRelocations@Level3.com
 - 29 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
 - 30 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
 - 31 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
 - 32 T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; [steven.schauer@t-](mailto:steven.schauer@t-mobile.com)
33 [mobile.com](mailto:steven.schauer@t-mobile.com)
34

35 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or
36 other electric or water utility structure owned by the City of Tacoma, the Contractor shall
37 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone
38 number 502-8044, and arrange for an inspection before proceeding. The Contractor
39 shall perform, at the Contractor's expense, such additional work as is required to protect
40 the pole or structure from subsidence. The Contractor may be directed to suspend work
41 at the site of any such excavation until such utility structures are adequately protected.
42

43 Garbage, recycling, and yard waste pick up within the project limits is on Tuesdays.
44

45 **1-07.23(1) Construction under Traffic**

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

47 *This section is supplemented with the following:*

48
49 The following special traffic requirements shall be adhered to during all phases of
50 construction:
51

1 Lincoln Avenue and Alexander Avenue shall remain fully open to vehicular and
2 pedestrian traffic at all times.
3

4 To minimize the disruption to access to adjacent properties, and to Pierce Transit
5 operations, the lane closure area shall be limited to that area of active work and
6 necessary for appropriate lane closure tapers. The Contractor shall stage work to
7 maintain access to and egress from all properties at all times.
8

9 A safe pedestrian access shall be provided at all times through the project area. All lane
10 closures shall be coordinated with the adjacent businesses, other contractors working
11 within the project vicinity, local transit agencies and the City.
12

- 13 • The contractor when working south of Lincoln Avenue shall barricade the
14 southern sidewalk east and west of the work zone.
15

16 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
17 construction work, parking may be restricted either entirely or during the time when it
18 creates a hazard. Signs for restricting parking shall be approved by the City and placed
19 by the Contractor. The Contractor shall be responsible for and shall maintain all such
20 signs. The replacement of signs restricting parking shall be as approved by the
21 Engineer.
22

23 The Contractor shall notify all property owners and tenants of detours, street and alley
24 closures, or other restrictions that may interfere with their access. Notification shall be at
25 least twenty-four (24) hours in advance for residential property, and at least forty-eight
26 (48) hours in advance for commercial property.
27

28 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
29 times. In addition, the Contractor shall coordinate Contractor activities with all disposal
30 firms and transit bus service that may be operating in the project area.
31

32 If street closures or lane restrictions, not provided for in the Specifications, are allowed
33 subsequent to award of the contract, an equitable adjustment of the Contract amount
34 shall be negotiated.
35

36 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
37 areas of public traffic or where such debris may be transported into a drainage system.
38 When construction operations are such that debris from the work is deposited on the
39 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or
40 debris which may accumulate on the roadway surface. Should daily removal be
41 insufficient to keep the streets clean, the Contractor shall perform removal operations on
42 a more frequent basis. If the Engineer determines that a more frequent cleaning is
43 impractical or if the Contractor fails to keep the streets free from deposits and debris
44 resulting from the work, the Contractor shall, upon order of the Engineer, provide
45 facilities for and remove all deposits from the tires or between wheels before trucks or
46 other equipment will be allowed to travel over paved streets. Should the Contractor fail
47 or refuse to clean the streets in question, or the trucks or equipment in question, the
48 Engineer may order the work suspended at the Contractor's risk until compliance with
49 Contractor's obligations is assured, or the Engineer may order the streets in question
50 cleaned by others and such costs incurred by the City in achieving compliance with
51 these contract requirements, including cleaning of the streets, shall be deducted from
52 moneys due or to become due the Contractor on monthly estimate. The Contractor shall

1 have no claim for delay or additional costs should the Engineer choose to suspend the
2 Contractor's work until compliance is achieved.

3
4 *The sixth paragraph of this section is supplemented with the following:*

5
6 Trenches backfilled with CDF shall be protected from traffic with steel plates. The plates
7 shall remain in place for 24-hours after placement of the CDF or until CDF is compacted
8 or hardened to prevent rutting by construction equipment or traffic.
9

10 **1-07.23(2) Construction and Maintenance of Detours**
11 **(April 1, 2018 Tacoma GSP)**

12 *This section is supplemented with the following:*

13
14 Detour signing during any allowed road closures shall be in accordance with Detour
15 Plans, when included in the Contract Documents. When plans are not included in the
16 Contract Documents, the Contractor shall submit plans for detours in accordance with
17 the "Manual on Uniform Traffic Control Devices (MUTCD)". In addition, where the
18 Contractor believes an alternate plan will safely and adequately maintain vehicular and
19 pedestrian traffic, the Contractor may submit alternate plans to those for traffic control
20 and detours required by MUTCD or contract documents. Such alternate plans must
21 comply with the MUTCD and shall be in writing and submitted to the Engineer at least
22 fifteen (15) days in advance of their intended use. In general, detouring of arterial traffic
23 must be accomplished on streets designated as City Arterials. Detouring of arterial
24 traffic on non-arterial streets will not be allowed. The acceptance of any alternate plan
25 shall be entirely at the discretion of the Engineer and the Contractor shall have no claim
26 by reason of a plan being rejected or modified, nor shall there be any additional payment
27 by reason of using a substitute plan.
28

29 The Contractor shall notify the Engineer three (3) working days in advance of
30 implementation of any street closures/detours allowed under the Contract. Advance
31 notice signing shall be placed a minimum of three (3) working days prior to
32 implementation of any street closure/detour.
33

34 A minimum of three (3) working days prior to any street closure, the Contractor shall
35 notify all entities below:
36

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

45

46 **1-07.24 Rights of Way**
47 **(July 23, 2015 APWA GSP)**

48
49 *Delete this section and replace it with the following:*
50

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

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

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

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

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

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

44
45
46 **END OF SECTION**
47
48

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

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

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

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

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

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

26
27 *Add the following new section:*

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

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

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

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

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

15
16 *Add the following new section:*

17 **1-08.0(2) Hours of Work**
18 **(December 8, 2014 APWA GSP)**
19

20 Except in the case of emergency or unless otherwise approved by the Engineer, the
21 normal working hours for the Contract shall be any consecutive 8-hour period between
22 7:00 a.m. and 6:00 p.m. Monday through Friday, exclusive of a lunch break. If the
23 Contractor desires different than the normal working hours stated above, the request
24 must be submitted in writing prior to the preconstruction conference, subject to the
25 provisions below. The working hours for the Contract shall be established at or prior to
26 the preconstruction conference.

27
28 All working hours and days are also subject to local permit and ordinance conditions
29 (such as noise ordinances).
30

31 If the Contractor wishes to deviate from the established working hours, the Contractor
32 shall submit a written request to the Engineer for consideration. This request shall state
33 what hours are being requested, and why. Requests shall be submitted for review no
34 later than 15 days prior to the day(s) the Contractor is requesting to change the hours.
35

36 If the Contracting Agency approves such a deviation, such approval may be subject to
37 certain other conditions, which will be detailed in writing. For example:

- 38 1. On non-Federal aid projects, requiring the Contractor to reimburse the
39 Contracting Agency for the costs in excess of straight-time costs for Contracting
40 Agency representatives who worked during such times. (The Engineer may
41 require designated representatives to be present during the work.
42 Representatives who may be deemed necessary by the Engineer include, but
43 are not limited to: survey crews; personnel from the Contracting Agency's
44 material testing lab; inspectors; and other Contracting Agency employees or third
45 party consultants when, in the opinion of the Engineer, such work necessitates
46 their presence.)
- 47 2. Considering the work performed on Saturdays, Sundays, and holidays as
48 working days with regard to the contract time.
- 49 3. Considering multiple work shifts as multiple working days with respect to contract
50 time even though the multiple shifts occur in a single 24-hour period.

- 1 4. If a 4-10 work schedule is requested and approved the non working day for the
2 week will be charged as a working day.
3 5. If Davis Bacon wage rates apply to this Contract, all requirements must be met
4 and recorded properly on certified payroll
5

6 *Add the following new section:*

7 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
8 **(September 29, 2009 Tacoma GSP)**
9

10 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than
11 an 8-hour work shift on a regular working day, as defined in the Standard Specifications,
12 such work shall be considered as overtime work. On all such overtime work, city staff
13 may be required at the discretion of the Engineer. In such case, the Contracting Agency
14 may deduct from amounts due or to become due to the Contractor for the costs in
15 excess of the straight-time costs for employees of the Contracting Agency required to
16 work overtime hours.
17

18 The Contractor by these specifications does hereby authorize the Engineer to deduct
19 such costs from the amount due or to become due to the Contractor.
20

21 **1-08.1 Subcontracting - D/M/WBE Reporting**
22 **(September 29, 2009 Tacoma GSP)**

23 *The eighth paragraph is revised to read:*
24

25 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
26 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms
27 that were used as subcontractors, lower tier subcontractors, manufacturers, regular
28 dealers, or service providers on the contract. This certification shall be submitted to the
29 Engineer, on the form provided by the Engineer, 20 calendar days after physical
30 completion of the contract.
31

32 **1-08.1 Subcontracting**
33 **(*****)**
34

35 *Delete the eighth paragraph, beginning with "The Contractor shall not use*
36 *businesses...".*
37

38 *Delete the ninth paragraph, beginning with "On all projects, the Contractor shall*
39 *certify...".*
40

41 *Add the following new section:*
42

43 **1-08.1 (2) Subcontracting – Equity In Contracting**
44 **(*****)**
45

46 Contractor shall follow all Equity in Contracting Program Regulations included in Part III
47 and these Regulations shall be considered part of the Contract.
48
49
50

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

3 *Revise this section to read:*

4
5 The Contractor shall submit 6 copies of a Type A Progress Schedule no later than at the
6 preconstruction conference, or some other mutually agreed upon submittal time. The
7 schedule may be a critical path method (CPM) schedule, bar chart, or other standard
8 schedule format. Regardless of which format used, the schedule shall identify the critical
9 path. The Engineer will evaluate the Type A Progress Schedule and approve or return
10 the schedule for corrections within 15 calendar days of receiving the submittal.

11
12 **1-08.4 Prosecution of Work**

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

14
15 **1-08.4 Notice to Proceed and Prosecution of Work**
16 **(July 23, 2015 APWA GSP)**

17
18 Notice to Proceed will be given after the contract has been executed and the contract
19 bond and evidence of insurance have been approved and filed by the Contracting
20 Agency. The Contractor shall not commence with the work until the Notice to Proceed
21 has been given by the Engineer. The Contractor shall commence construction activities
22 on the project site within ten days of the Notice to Proceed Date, unless otherwise
23 approved in writing. The Contractor shall diligently pursue the work to the physical
24 completion date within the time specified in the contract. Voluntary shutdown or slowing
25 of operations by the Contractor shall not relieve the Contractor of the responsibility to
26 complete the work within the time(s) specified in the contract.

27
28 When shown in the Plans, the first order of work shall be the installation of high visibility
29 fencing to delineate all areas for protection or restoration, as described in the Contract.
30 Installation of high visibility fencing adjacent to the roadway shall occur after the
31 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
32 Upon construction of the fencing, the Contractor shall request the Engineer to inspect
33 the fence. No other work shall be performed on the site until the Contracting Agency has
34 accepted the installation of high visibility fencing, as described in the Contract.

35
36 **1-08.5 Time for Completion**
37 **(March 16, 2016 Tacoma GSP)**

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

39
40 Contract time shall begin on the first working day following the Notice to Proceed Date.

41
42 Each working day shall be charged to the contract as it occurs, until the contract work is
43 physically complete. If substantial completion has been granted and all the authorized
44 working days have been used, charging of working days will cease. Each week the
45 Engineer will provide the Contractor a statement that shows the number of working days:
46 (1) charged to the contract the week before; (2) specified for the physical completion of
47 the contract; and (3) remaining for the physical completion of the contract. The
48 statement will also show the nonworking days and any partial or whole day the Engineer
49 declares as unworkable. Within 10 calendar days after the date of each statement, the
50 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
51 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 **120** 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 **1-09 MEASUREMENT AND PAYMENT**

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

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

- 7
8 4. Test results and scale weight records for each day's hauling operations are
9 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,
10 Scaleman's Daily Report, unless the printed ticket contains the same information
11 that is on the Scaleman's Daily Report Form. The scale operator must provide
12 AM and/or PM tare weights for each truck on the printed ticket.
13

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

16 *Supplement this Section with the following:*

17
18 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
19 all items to be paid per force account, only to provide a common proposal for Bidders.
20 All such dollar amounts are to become a part of Contractor's total bid. However, the
21 Contracting Agency does not warrant expressly or by implication, that the actual amount
22 of work will correspond with those estimates. Payment will be made on the basis of the
23 amount of work actually authorized by Engineer.
24

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

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

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

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

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

41
42 The basis of payment will be the actual quantities of Work performed according to the
43 Contract and as specified for payment.
44

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

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

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

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

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

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

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

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

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

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

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

1 **1-09.9(1) Retainage**
2 **(May 10, 2006 Tacoma GSP)**

3 *The fourth paragraph is supplemented with the following:*
4

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

8 **1-09.13(3)A Administration of Arbitration**
9 **(October 1, 2005 APWA GSP)**

10 *Revise the third paragraph to read:*
11

12 The Contracting Agency and the Contractor mutually agree to be bound by the decision
13 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
14 entered in the Superior Court of the county in which the Contracting Agency's
15 headquarters are located. The decision of the arbitrator and the specific basis for the
16 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.
17
18

19 **END OF SECTION**
20

1 **1-10 TEMPORARY TRAFFIC CONTROL**

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

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

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

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

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

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

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

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

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

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

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

36
37 **Traffic Control Management**

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

39 **(January 3, 2017)**

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

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

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

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

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

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

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

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

20 **1-10.3(3)C Portable Changeable Message Sign**
21 **(August 4, 2010 Tacoma GSP)**

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

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

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

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

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

40 **1-10.5(2) Item Bids with Lump Sum for Incidentals**
41 **(January 11, 2006 Tacoma GSP)**

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

44 "Uniformed Police Officer for Traffic Control", per hour
45 The unit contract price, when applied to the number of units measured for this item in
46 accordance with Section 1-10.4(2), shall be full compensation for all cost incurred by the
47 Contractor in performing the work in accordance with Section 1-10.3.
48
49

50 **END OF SECTION**
51

1
2 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**
3 **(August 14, 2019 Tacoma GSP)**
4

5 **2-03.1 Description**

6 *The last sentence of the first paragraph is deleted.*
7

8 **2-03.3 Construction Requirements**
9

10 *This section is supplemented with the following:*
11

12 Material excavated in areas labeled on the Plans as contaminated shall be hauled to LRI
13 Landfill, located at 30919 Meridian Street East, Graham, WA or an approved licensed
14 solid waste disposal facility.
15

16 **2-03.3(5) Slope Treatment**

17 *This section is deleted.*
18

19 **2-03.3(19) Removal of Pavement, Sidewalks, Curbs, and Gutters**

20 *This section is deleted.*
21

22 **2-03.5 Payment**

23 *This section is supplemented with the following:*
24

25 "Roadway Excavation of Contaminated Material, Incl. Haul", per cubic yard.
26

27 The unit Contract price per cubic yard for "Roadway Excavation of Contaminated
28 Material, Incl. Haul" shall be full compensation for all costs incurred for excavating,
29 loading, placing, disposal and haul to LRI or other approved facility.
30

31
32 **END OF SECTION**
33
34
35

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

3
4 **2-06.3 Construction Requirements**

5 *This section is supplemented with the following:*

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

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

16
17 **Subgrade Maintenance and Protection**

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

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

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

32 *This section is supplemented with the following:*

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

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

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

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

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

48 *Item 5 under this section is deleted.*

49
50
51 **END OF SECTION**

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

4 **4-04.5 Payment**

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

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

12
13 **END OF SECTION**
14
15

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

3
4 **8-01.3(1)A Submittals**

5 *This section is revised to read:*
6 Option A.

7
8 The Contractor shall adopt or modify a Temporary Erosion and Sediment Control
9 (TESC) Plan and Stormwater Pollution Prevention Plan (SWPPP) Report. The
10 Contractor shall include an implementation schedule for the TESC Plan and SWPPP
11 and incorporate this implementation schedule into the Contractor's progress report. The
12 SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and
13 1-08.3

14
15 TESC Plans and SWPPP Reports that are modified by the Contractor shall be reviewed
16 and approved by the Project Engineer before implementation. The Contractor shall
17 allow 5 working days for the Project Engineer to review any original or revised TESC
18 Plans or SWPPP reports. Failure to approve all or part of any such Plan shall not make
19 the Contracting Agency liable to the Contractor for any Work delays.

20
21
22 The SWPPP is considered a "living" document that shall be revised to account for
23 additional erosion control/pollution prevention BMPs as they become necessary and are
24 implemented in the field during project construction. A copy of the most current SWPPP
25 and TESC Plan shall remain on-site at all times and an additional copy shall be
26 forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP and
27 TESC Plan may be forwarded to the Engineer rather than submitting a complete
28 document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along
29 with the original SWPPP document.

30
31 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or
32 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working
33 day following the inspection.

34
35 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

36 *This section is revised to read:*

37
38 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the
39 contact information for the ESC Lead shall be added to the Stormwater Pollution
40 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control
41 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current
42 Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current
43 Certified Professional in Erosion and Sediment Control (CPESC) certificate from a
44 course approved by the Washington State Department of Ecology. The CESCL or
45 CPESC shall be listed on the Emergency Contact List required under Section 1-
46 05.13(1).

47
48 The CESCL or CPESC shall direct implementation of the measures identified in the
49 SWPPP and as shown on the TESC plan. Implementation shall include, but is not
50 limited to the following:
51

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

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

8-01.3(1)C Water Management

This section is revised to read:

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

Requirements for Dewatering Water Discharge to the Storm Sewer System.

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

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

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

7
8 In addition to the TSS Requirements, the water shall contain no visible oil sheen or
9 chemical odors. If the Contractor encounters any signs of oil within the soil or
10 dewatering water, including any sheen on the water, and/or any chemical odor in the
11 water or soils, the Engineer and Source Control shall be notified immediately and all
12 discharges to the sanitary sewer system shall be stopped immediately.

13
14 In the presence of oil sheens and/or chemical odors, the Contractor shall test the
15 dewatering water prior to discharge for contaminants referenced in the Special Approved
16 Discharge Authorization and Tacoma Municipal Code 12.08.020. All discharges to the
17 City's sanitary sewer system shall not exceed the limits of the Special Approved
18 Discharge Authorization or TMC 12.08.020, whichever is most stringent.

19
20 The Contractor shall control the flow of water into the downstream system to ensure that
21 the capacity of the City's sanitary sewer system is not exceeded as a result of the
22 additional flows caused by the dewatering water. The Contractor shall contact the
23 Engineer to request pipe capacity information for the Contractor's proposed discharge
24 points.

25
26 The Contractor shall measure and record in gallons the total quantity of dewatering
27 water discharged to the sanitary sewer system. This can be done by metering the flow
28 or calculating batch discharges based on the volume of tanks used. In accordance with
29 the SAD Authorization, the Contractor shall report the discharge quantities with the
30 associated test results to Source Control.

31
32 **8-01.3(7) Stabilized Construction Entrance**

33 *The third paragraph is revised to read:*

34
35 When the contract requires a wheel wash in conjunction with the stabilized entrance, the
36 details for the wheel wash and the method for containing and treating the sediment-
37 laden runoff shall be included as part of the SWPPP and TESC Plan.

38
39 **8-01.3(8) Street Cleaning**

40 *The third paragraph is revised to read:*

41
42 Street washing with water shall not be permitted.

43
44 **8-01.3(9)D Inlet Protection**

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

46
47 When the depth of accumulated sediment and debris reaches approximately 1/3 the
48 height of an internal device or 1/3 the height of the external device (or less when so
49 specified by the manufacturer), or as designated by the Engineer, the sediment and
50 debris shall be removed and disposed of per SWMM BMP C220 or as specified on the
51 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)".

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

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)".

1 No specific unit of measurement shall apply to the lump sum item "NPDES Construction
2 Stormwater General Permit".

3 4 **8-01.5 Payment**

5
6 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section*
7 *1-09.6 is revised to read:*

8
9 Installation, maintenance, and removal of erosion and water pollution control devices
10 including removal and disposal of sediment, stabilization and rehabilitation of soil
11 disturbed by these activities and any additional Work deemed necessary by the
12 Engineer to control erosion and water pollution will be paid by force account in
13 accordance with Section 1-09.6. Directing implementation by ESC Lead of the
14 measures identified in the SWPPP, shown on the TESC plan, and all other work as
15 included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-
16 09.6.

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

19
20 Where removal of erosion control BMPs is directed by the Engineer according to 8-
21 01.3(16) or according to these specification and the plans, removal shall be included in
22 the lump sum or unit cost for these respective BMPs.

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

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

39
40 "Dewatering Plan", per lump sum. The lump sum contract price for "Dewatering Plan"
41 shall be full pay for all costs, including but not limited to, preparing, submitting, revising,
42 and resubmitting revisions for the Dewatering Plan.

43
44 "Temporary Erosion and Sediment Control BMP Maintenance", Force Account or Lump
45 Sum. Any maintenance necessary due to stormwater events shall be paid by force
46 account. Any other maintenance needed shall be considered for the contractor's benefit
47 and be paid by lump sum.

1 *Add the following new sections:*

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

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

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

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

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

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

22
23
24 **END OF SECTION**

8-30 RAILROAD SAFETY

8-30.1 Railroad Coordination and Safety Program

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

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

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

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

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

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

G. Operations of trains and rail facilities:

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

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

3
4 The Contractor must coordinate its Work so that there will be no delays to trains
5 or interference in any manner with the operation of trains without prior written
6 authorization from the affected railroads.

7
8 The Contractor shall not take any rail facility or equipment out of service without
9 prior written approval from a rail representative and the confirmation from the contracting
10 agency as appropriate. Any requests by the Contractor to take rail facilities or
11 equipment out of service shall be made to the affected railroad no less than one week
12 prior to the time it is necessary to take the facility or equipment out of service.

13
14 H. The Contractor shall protect all railroad track and signals from exposure to concrete,
15 debris, dirt and water during the Work.

16
17 I. The Contractor shall be responsible for providing their own On Track Safety. The
18 Contractor shall ensure that railroad flagging and/or protective services are established
19 prior to commencement of any work within a railroad right-of-way. The Contractor shall
20 comply with the instructions of the rail work forces.

21
22 J. If damage is sustained to any of the existing signal and communication equipment,
23 underground or above ground, as a result of the Contractor's operations, whether the
24 damage sustained was intentional or not, the Contractor shall immediately inform the
25 affected railroad and the contracting agency.

26
27 The Contractor will be responsible for paying for the costs of repair or replacement,
28 including, but not limited to, the following charges:

- 29
30 1. Replacement of the damaged equipment.
31
32 2. Any necessary inspection and testing of the system, before and
33 after repair or replacement of the damaged equipment.
34

35 **8-30.1(1) General Work Requirements**
36 **(May, 17 2019)**

37 ***Relations With Railroad***

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

42
43 Tacoma Rail
44

45 ***Protection of Railroad Property***

46 The Contractor shall exercise care in all operations and shall, at the Contractor's
47 expense, protect the property of the Railroad Company and the Company's
48 appurtenances, property in its custody, or persons lawfully upon its right of way,
49 from damage, destruction, interference or injury caused by the Contractor's
50 operations. The Contractor shall prosecute the work to not interfere with the
51 Railroad Company or its appurtenances, or any of the Railroad Company's trains or

1 facilities, and shall complete the work to a condition that shall not interfere with or
2 menace the integrity or safe and successful operations of the Railroad Company or
3 its appurtenances, or any of the Railroad Company's trains or facilities.
4

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

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

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

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

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

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

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

43 The Railroad Company's contact is:
44

45 Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554
46

47 No act of the Railroad Company in supervising or approving any work shall reduce
48 or in any way affect the liability of the Contractor for damages, expense, or cost
49 which may result to the Railroad Company from the construction of this Contract.
50

1 **8-30.2 Materials**

2
3 This Section left vacant intentionally.
4

5 **8-30.3 Construction Requirements**

- 6
7 A. Access to the work site is only available via Milwaukee. Only rail-mounted
8 equipment shall be used when working on the tracks and track bed unless
9 otherwise approved in writing by Tacoma Rail.

10
11 There shall be no storage of material or equipment within 20-feet of the centerline
12 of any railroad track without prior written approval of Tacoma Rail. Where work is
13 required within 20-feet of the track centerline, it shall be coordinated daily with
14 Tacoma Rail's representative.
15

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

19 Contact Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554
20

- 21 C. All adjacent tracks in the vicinity of the work must be kept operational during the
22 term of this project.
23

24 The work window will most likely be between the hours of 8 am and 5 pm, but may
25 be subject to change depending on Tacoma Rail's operational needs.
26

27 Tacoma Rail has routine train movements along this section of track and may need
28 all tracks operational from time to time during construction. Therefore, the
29 contractor shall have the track under construction operational at the end of each
30 working day for nightly train operations unless otherwise approved in writing by
31 Tacoma Rail. The contractor can expect at least several freight train movements
32 per day through the work zone.
33

34 **8-30.4 Measurement**

35
36 This Section left vacant intentionally.
37

38 **8-30.5 Payment**

39
40 Payment for all work in this Section shall be included in other related bid items as stated
41 in the Bid Form.
42

43 The contract prices shall be full compensation for furnishing all labor, equipment, and
44 incidentals required to accomplish the submittal work.
45

46
47 **END OF SECTION**
48

8-31 RAILROAD TRACK IMPROVEMENTS

8-31.1 Description

The work under this section shall generally consist of rail replacement, tie replacement, switch replacement, excavation, and raise, surface, line and dress within the project boundaries. The contractor is responsible for all labor, equipment, and material(s) necessary to complete the work. All work shall be in accordance with the Standard Plans, Specifications, and the American Railway Engineering and Maintenance-of-Way Association (AREMA), and shall conform to 49 CFR Part 213 requirements prescribed for Class II track within the part.

The Project is broken down into the 4 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. The contractor shall replace the cross ties within the rail replacement area as marked in the field by the engineer or as agreed upon during construction. It is anticipated that 33% of the ties will need to be replaced in the remove and replace rail sections of this project.

Remove and Replace Track:

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

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

Switch Replacement and Removal:

The contractor shall remove existing and install the Tacoma Rail supplied switch and crossover. All switches are #9 turnouts (includes crossover) as called out within the project limits. This work shall include installing the existing switch points, rail, frog, switch ties, switch stand, and OTM to construct a fully operation switch/crossover.

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

8-31.2 Materials

Certificates of compliance and records of tests, inspections, analysis and processes shall be submitted to the Construction Inspector prior to material shipment. These records shall be as required to demonstrate compliance with the latest A.R.E.M.A. Standards/Chapters as appropriate to the specified track materials.

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

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

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

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

13 B. *Degradation Factor: 15 minimum*

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

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

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

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

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

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

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

29 30 Wood Ties:

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

37
38 Tacoma Rail provided switch and crossover ties shall be new grade switch ties of the
39 appropriate dimension and length required by the latest AREMA portfolio plan No. 112-
40 08. All switch ties shall be new grade switch ties of the appropriate dimension and length
41 required by the drawing referenced in Section 8-31.2(9). Ties shall be mixed hardwoods
42 and shall conform to A.R.E.M.A. and AWP specifications. The ties shall be of sound
43 wood and well manufactured in accordance with applicable specifications. All ties shall
44 be furnished with end plate anti-split devices. Treatment shall consist of seven (7) 50-50
45 creosote/petroleum process conforming to AWP-C6 specifications.

8-31.2(5) Joint Bars

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

8-31.2(6) Rail

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

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

8-31.2(7) Tie Plates

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

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

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

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

8-31.2(9) Turnouts

Tacoma Rail will supply complete new domestic, 115RE, insulated #9 turnouts as shown in the plans. Materials supplied for the crossover will include:

Domestic rail, switch points (excluding tip), frogs, and guard rails, all other OTM may be foreign or domestic.

Switch in accordance with 2008 AREMA Portfolio of Track work Plans, Plan No. 112-08 for 16' 6" switch and #9 AREMA turnout. Switch shall have Manganese Tips per AREA 220 and Head Hardened 16'6" Double Reinforced Knife Point switch points (AREA Detail 6100) with Transit style clips and fixed heel blocks (Plan No. 221-03). Switch will include all Turnout rails, Stock rails, and Closure rails utilizing AREMA 115RE Head Hardened Rail and include all associated screw spike plates, screw spikes and elastic fasteners (Pandrol Style) and A&K/Progress Rail U69 Boltless Adjustable Switch Point Guard or approved equivalent. Joint bars (6 hole) and bolts will be included. All mixed hardwood switch ties, in accordance with AREMA guidelines, will be included. 23-foot ties will be provided in lieu of interlacing ties between frogs.

Insulated Turnouts shall include all necessary insulated 6 hole joint bars.

Frogs (non-EDH) will be in accordance with 2008 AREMA Portfolio plan No. 623-03; No. 9 Rail Bound Manganese Steel Frog (16 foot) for 115RE HH Rail with screw spike plates, screw spikes and elastic fasteners. Frogs will be drilled for three (3) bolts to match the specified rail.

Guard Rails will be in accordance with 2014 AREMA Portfolio plan No. 504-03 (13 feet; with HH Rail) and fastened with screw spike plates and elastic fasteners.

Manganese inserts will be included on frogs and switch points.

Switch stand will be a new Racor Model 22-E with low banner with 45" tri-handle "Backsaver", and adjustable connecting rod (42-inches) and bolts with lock washers and cotter pins. The bolt hole in the switch stands, connecting rods and switch rods will all be the same matching diameter with matching size bolts. Mismatch of bolts and bolt holes will be cause for rejection. All switch bolts will be designed for cotter pins.

Materials supplied for the single switch will include:

Domestic rail, switch points (excluding tip), frogs, and guard rails, all other OTM may be foreign or domestic.

Switch will be in accordance with 2008 AREMA Portfolio of Track work Plans, Plan No. 112-08 for 16' 6" switch and #9 AREMA turnout. Switch will have Manganese Tips per AREA 220 and Head Hardened 16'6" Double Reinforced Knife Point switch points (AREA Detail 6100) with Transit style clips and fixed heel blocks (Plan No. 221-03). Switch will include all Turnout rails, Stock rails, and Closure rails utilizing AREMA 115RE Head Hardened Rail and include all associated screw spike plates, screw spikes and elastic fasteners (Pandrol Style) and A&K/Progress Rail U69 Boltless Adjustable Switch Point Guard or approved equivalent. Joint bars (6 hole) and bolts will be included. All mixed hardwood switch ties, in accordance with AREMA guidelines, will be included. Insulated Turnouts will include all necessary insulated 6 hole joint bars.

Frogs (non-EDH) will be in accordance with 2008 AREMA Portfolio plan No. 623-03; No. 9 Rail Bound Manganese Steel Frog (16 foot) for 115RE HH Rail with screw spike plates, screw spikes and elastic fasteners. Frogs will be drilled for three (3) bolts to match the specified rail.

Guard Rails will be in accordance with 2014 AREMA Portfolio plan No. 504-03 (13 feet; with HH Rail) and fastened with screw spike plates and elastic fasteners.

Manganese inserts will be included on frogs and switch points.

Switch stand will be a new Racor Model 22-E with low banner with 45" tri-handle "Backsaver", and adjustable connecting rod (42-inches) and bolts with lock washers and cotter pins. The bolt hole in the switch stands, connecting rods and switch rods will all be the same matching diameter with matching size bolts. Mismatch of bolts and bolt holes will be cause for rejection. All switch bolts will be designed for cotter pins.

8-31.2(12) Geotextile

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

8-31.3 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 workplace 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".

The removal of the existing switches will be paid for under the unit pay item "Remove and Install 115 RE ___ Turnout". The switches are defined to be from the end of the stock rails ahead of the switch points to the last long tie. The removal and disposal of all rail, frogs, ties and other OTM including the switch stands within this area shall be included in this pay item.

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:

1 Railroad Tie Disposition

2
3 The contractor will be responsible for the removal and disposal of all railroad ties to be
4 replaced as a result of this project in accordance with applicable Washington State and
5 local regulations. Allowable disposal options include sale to the public for retaining
6 walls, fencing, structural timbers, and landscape articles, sale to landscape supply
7 businesses, and landfilling at a permitted solid waste landfill **which will accept the**
8 **wood**. The contractor shall be responsible for all transportation of the ties as well as the
9 securing of any required disposal authorizations from the local health department and
10 any necessary laboratory analyses. Most ties will not be of sufficient quality to be sold to
11 the public and must be landfilled.

12
13 The proposal for this contract must include a plan for the disposal of the wood which
14 details how and where any sale to the public will occur and where the unusable ties will
15 be landfilled. The landfill proposal must also include a description of the required
16 permits, authorizations, analyses, or other special requirements (such as size
17 restrictions). The contractor must supply a copy of any dump receipts to the project
18 inspector. Any disposal methods proposed other than those allowed above must be
19 accompanied by a detailed plan for the disposal alternative.

20
21 **8-31.3(2)G Rail Disposition**

22
23 The following information on Rail disposal is provided for bidder information:

24 Rail Disposition

25
26
27 The successful bidder will be responsible for the removal and disposal of all rail not
28 reused as part of this contract. 100% of all rail generated as a result of this project shall
29 be recycled or resold and other track material not being retained by Tacoma Rail. The
30 contractor shall provide receipts to the City showing the credit for recycling or reselling
31 the rail. This credit will be accounted for in the unit line item "Steel Recycle Recovery" at
32 the end of the project. An estimated credit has been entered into this line for the
33 convenience of bidding.

34
35 The costs for removing and hauling the rail and OTM from the site to the recycler or re-
36 seller shall be included in associated unit cost price "Remove and Replace Rail",
37 "Remove Switch", or "Remove and Install 115RE__ Turnout".

38
39 **8-31.3(3) Excavation**

40
41 The finished subgrade surface shall be within plus or minus 0.05 foot from the specified
42 elevation. The finished surface shall be compacted to a firm, dense, and unyielding
43 condition using a heavy, self-propelled vibratory roller in accordance with WSDOT
44 Standard Specifications 2-06 and 2-07. The contractor shall maintain the moisture
45 content of the material being compacted to within 3 percent of optimum. The finished
46 subgrade surface shall be compacted to 95-percent compaction as determined by ASTM
47 D1557. Should site conditions prevent attaining 95-percent compaction, the surface
48 shall be rolled with multiple passes until density tests indicate that no further compaction
49 will be accomplished with additional passes.

50
51 Locate, identify, and protect utilities that remain, from damage.

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

3
4 Excavation shall be done the full length of the excavation area as shown in the project
5 plans in order to establish subgrade. Excavation limits shall be six feet either side of the
6 center line of rail, with a maximum 2 to 1 slope and the bottom of excavation shall be 8
7 inches below the existing ties or 24 inches below the top of rail elevation.

8
9 All excavated material is considered contaminated and shall be hauled to the disposal
10 facility by the contractor. Tacoma Rail will pay disposal fees directly to LRI.

11
12 To accommodate the excavation the contractor shall remove and reuse all ties in the
13 excavation areas, other than those marked for replacement. All costs for excavation,
14 stockpiling, hauling to stockpile area and loading out from stockpiles shall be included in
15 the unit pay item "Excavation, including Haul".

16
17 All costs for removing and reusing the ties in the excavation areas shall be included in
18 the unit pay item "Remove and Reuse Existing Ties in the Excavation Area".

19 20 **8-31.3(4) Geotextile**

21
22 Geotextile shall be placed as recommended by the manufacturer and the following basic
23 guidelines:

- 24
25 1) Keep the fabric taut and wrinkle free as it is rolled onto the subgrade.
26 Overlap fabric sections a minimum of 30-inches at the joints.
27
28 2) Back-dump aggregate onto the fabric in such a manner to cushion and
29 protect the fabric. Do not allow construction equipment to operate directly on
30 the fabric.

31
32 All costs for installing the geotextile in areas that are to be excavated shall be placed in
33 the respective unit price pay items:

34 "Remove and Replace ____ Switch"

35 36 **8-31.3(5) Track Ballast**

37
38 Ballast for adjusting existing tracks shall be shall be placed in layers of sufficient depth to
39 provide material for the raising and tamping of ties to construct finished railway to the
40 lines and grades established in the drawings.

41
42 Ballast shall be placed in all excavated limits.

43
44 Ballast shall be distributed on the top 2 inches of the surface to provide adequate
45 walkways on all shoulders within the working limits.

46 47 **8-31.3(6) Ties**

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

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

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

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

8-31.3(7) Track Construction

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

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

8-31.3(7)A Tolerances

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

A. Gauge Variation 1/8-inch

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

1. On tangents 1/4-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-foot chord
1/2-inch

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

1 *E. Mismatch of Rails at Joints:*

- 2 1. On the tread of the rail ends 1/8-inch
- 3 2. On the gauge of the rail ends 1/8-inch
- 4

5 **8-31.3(7)B Track Laying**

6

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

78-Foot Rail - 68 Joints Per Mile

<u>Rail Temperature Degree F</u>	<u>Expansion (Inches)</u>
Below 35	5/16
35 to 47	1/4
48 to 60	3/16
61 to 73	1/8
74 to 85	1/16
Over 85	None

20

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

23

24 **8-31.3(7)C Super Elevation**

25 Curved track will be super elevated as shown:

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

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

28

1 **8-31.3(7)D Track Gauge**

2 Track gauge shall be as follows:

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

3 **8-31.3(7)E Tie Plates**

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

7
8 Tie plates should be free from dirt and foreign material when installed.

9
10 Care must be exercised to see that canted tie plates are applied so as to cant the rail
11 inward. Tie plates must be placed square with the rail and centered on the tie. Particular
12 care must be given to see that the tie plate shoulders are never under the base of the
13 rail and that the plates are well seated on the ties and the rail properly seated on the tie
14 plate.

15
16 Adzing of the ties may be necessary to properly install the plates and lay the track. The
17 contractor shall adze the ties if necessary. When adzing the ties the contractor shall use
18 a mechanical adzing device. Hand adzing of the ties is not allowed.

19
20 **8-31.3(7)F Angle Bars and Bolting**

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

24
25 Corrosion resistant lubricant should be applied to bolts, prior to the application of the
26 nuts, to reduce the variation of thread friction and promote the uniformity of tension
27 obtained.

28
29 Angle bars shall be secured in place with the full number of bolts, nuts, and lock
30 washers. Bolts shall be staggered with heads placed inside and outside alternately, and
31 shall be drawn tight before spiking. All bars shall be fully bolted.

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

37
38 No holes are to be burned in rail under any circumstances. When drilling is necessary,
39 all chips and burrs shall be removed before applying joints.

40
41 If transitions between 115RE rail and the existing main line rail are necessary, they shall
42 be made by compromise bars.

43
44 **8-31.3(7)G Spiking**

45 Shall be conducted only in tangent track unless otherwise stated in the specifications.
46 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

1 where insufficient clearance restricts the use of the anchor or application tool, in which
2 case anchors may be applied from the field side of the rail where clearance permits.

3
4 “e” clip elastic fasteners are an approved alternative to rail anchors so long as the 78
5 feet requirement is followed.

6 7 **8-31.4 Measurement**

8
9 “Project Surveying”, shall be per lump sum.

10
11 “Remove and Replace Rail”, shall be per linear track foot as marked in the field by
12 the City. Track feet will be measured along the center line of track.

13
14 “Select Cross Tie Replacement”, shall be per each.

15
16 “Raise Surface Line and Dress”, shall be per linear track foot as marked in the field by
17 the City. Track feet will be measured along the center line of track.

18
19 “___ Ballast Incl. Haul”, shall be per ton.

20
21 “Excavation, Incl. Disposal & Haul”, shall be per ton.

22
23 “Steel Recycle Recovery”, Estimated.

24
25 “Remove and Install 115 RE, ___ Turnout”, shall be per each.

26
27 “Pandrol Plate Installation, shall be per track foot.

28
29 “Remove and Replace Track”, shall be per track foot.

30 31 **8-31.5 Payment**

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

35
36 “Project Surveying”, per lump sum.

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

39
40 “Remove and Replace Rail”, per linear track foot.

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

45
46 “Select Cross Tie Replacement”, per each.

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

50
51 “Raise Surface Line and Dress”, per linear track foot.

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

4
5 ____ Ballast Incl. Haul", per ton.

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

8
9 "Excavation, Incl. Disposal & Haul", per ton.

10 The price per cubic yard for "Excavation, Incl. Haul" shall be full pay for all labor,
11 equipment, and materials necessary to excavate the track bed per neat line calculation
12 to final grade, haul, store and dispose of the material. The City will pay LRI directly for
13 the soil disposal fee.

14
15 "Steel Recycle Recovery", Estimated.

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

18
19 "Remove and Install 115 RE, ____ Turnout", per each.

20 The price per each for "Remove and Install 115RE, ____ Turnout" shall be full pay for all
21 labor, equipment, and materials necessary to remove the existing and install the Tacoma
22 Rail supplied turnout, dispose of the switch ties, and all other rail hardware as described
23 in the specifications.

24
25 "Remove and Replace Track", per linear track foot.

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

30
31
32 **END OF SECTION**
33

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

9-03.1 Aggregates for Portland Cement Concrete

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

The seventh paragraph is deleted

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

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

9-03.6 Aggregates for Asphalt Treated Base (ATB)

9-03.6(1) General Requirements

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

Los Angeles Wear, 500 Rev. 30% max.

Degradation Factor 15 min.

9-03.6(2) Grading

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

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

All percentages are by weight.

9-03.6(3) Test Requirements

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

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

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

9-03.8 Aggregates for Hot Mix Asphalt

(March 9, 2016 APWA GSP)

Supplement section 9-03.8 with the following:

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

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

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

Grading

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

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

* All percentages are by weight.

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

9-03.12 Gravel Backfill

Add the following new Section:

9-03.12(10) Pea Gravel

(September 20, 2018 Tacoma GSP)

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

Sand Equivalent 35 Minimum

* All percentages are by weight

1 **9-03.21 Recycled Material**

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

5 *This section is supplemented with the following:*

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

10
11
12 **END OF SECTION**

13
14
15 **END OF SPECIAL PROVISIONS**
16
17
18
19
20
21
22
23
24
25

APPENDIX A

PROJECT PLANS

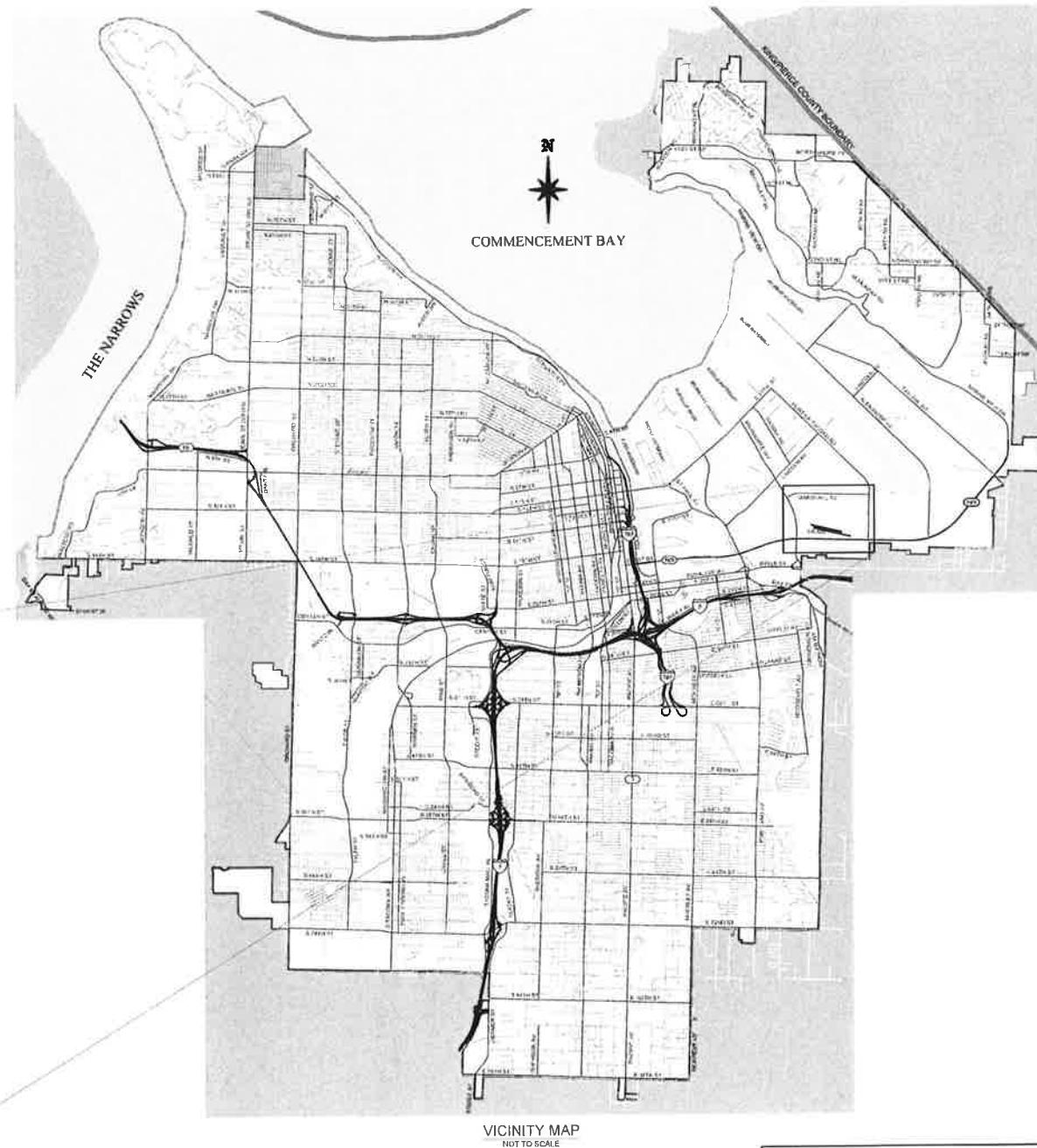
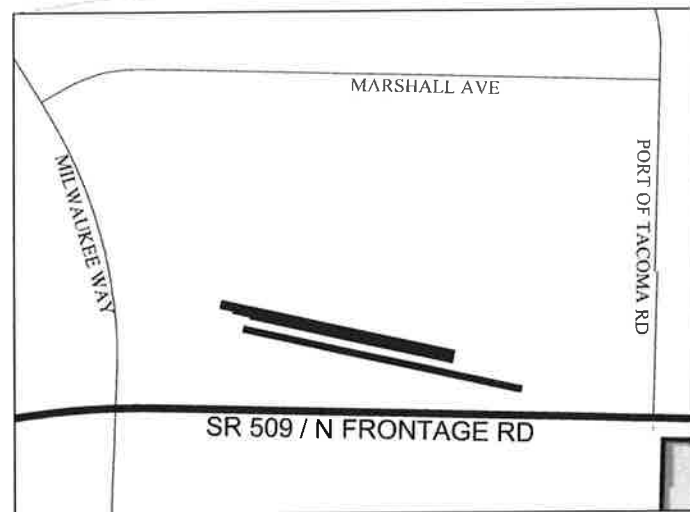


THE CITY OF TACOMA
PUBLIC WORKS DEPARTMENT
SPECIFICATION NO. TR22-0184F
June 2022

RAILROAD IMPROVEMENT

YARD TRACKS 7, 14, 15, 16 & 17

RAIL AND TRACK UPGRADES AT
2603 SR509 N FRONTAGE RD
PROJECT NUMBER: RAL-00122



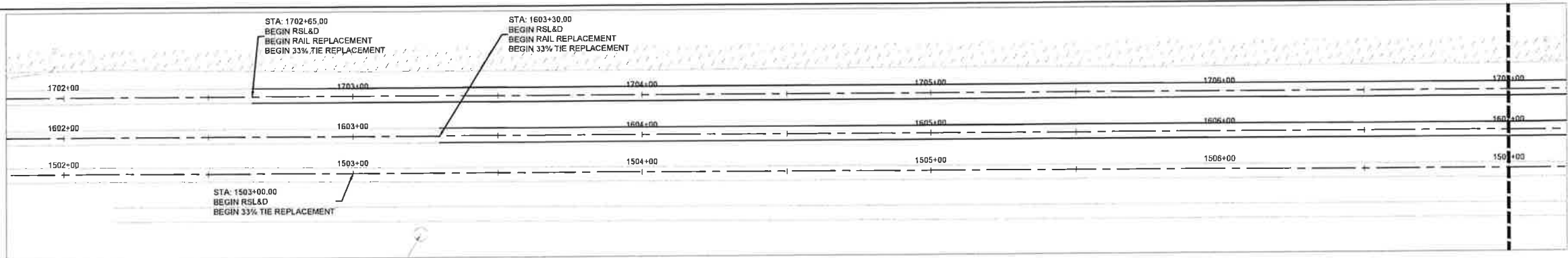
INDEX OF DRAWINGS		
SHEET	SHEET NO.	TITLE OF DRAWINGS
CV-1	1	COVER SHEET
SY-1	2	SYMBOL SHEET
KM-1	3	KEY MAP
HC-1	4	HORIZONTAL CONTROL
C-1 - C-3	5 - 7	TRACKS 15-17: RAIL CONSTRUCTION PLAN & PROFILE
C-4	8	TRACKS 16-17: CROSSOVER DETAIL
C-5 - C-8	9 - 12	TRACKS 7 & 14: RAIL CONSTRUCTION PLAN & PROFILE
C-8	12	RAIL DETAILS



CALL TWO BUSINESS DAYS BEFORE YOU DIG
(1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org



				PERM CONSTRUCTION CHECKED JUN 2022 1" = 70'		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS			
				DESIGNED CNS CHECKED CNS		RAIL CONSTRUCTION PLAN & PROFILE YARD TRACKS 7, 14, 15, 16 & 17 2603 SR509 N FRONTAGE RD		RAL-00122	
				DATE JUN 2022 PWD SET DATE YARD 2022				SHEET NO. 3 KM-1 KM-1	
REVISION				DATE		APFD		YARD 2022-KEY DWG	

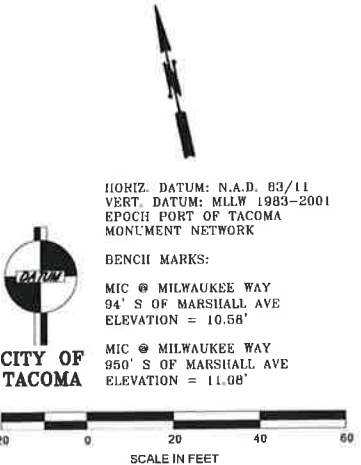
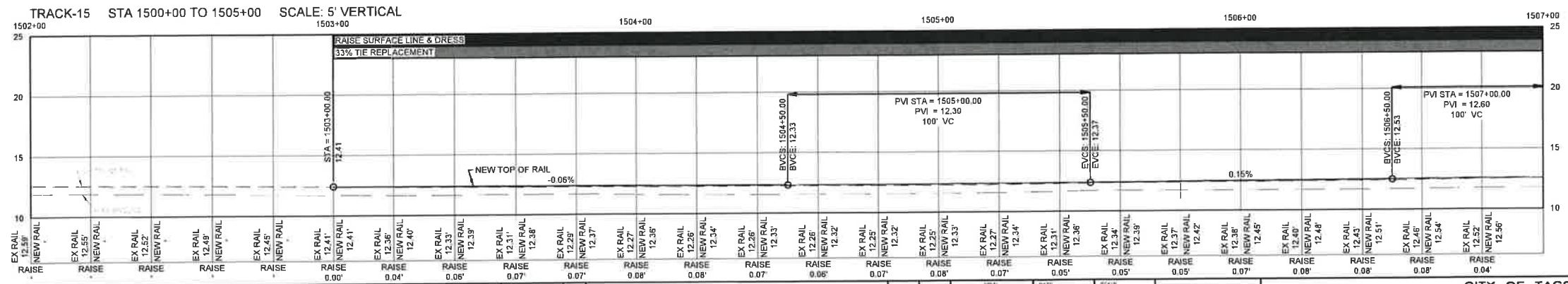
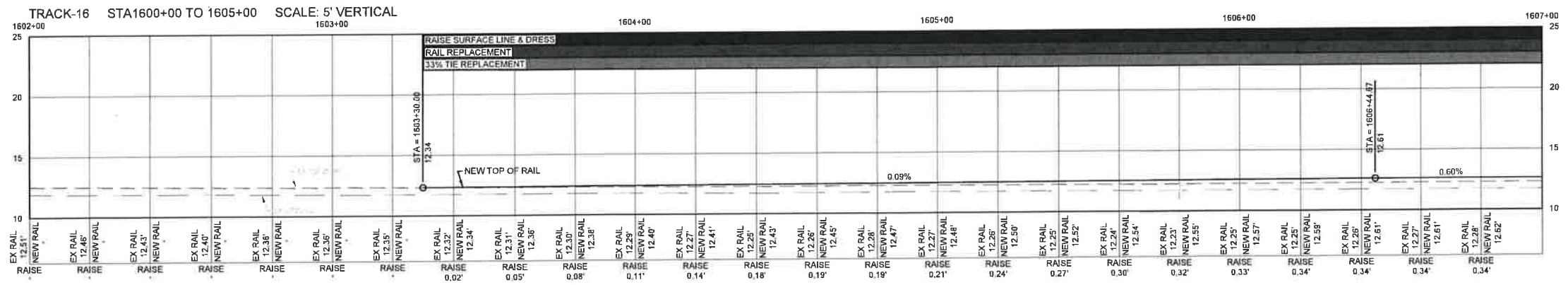
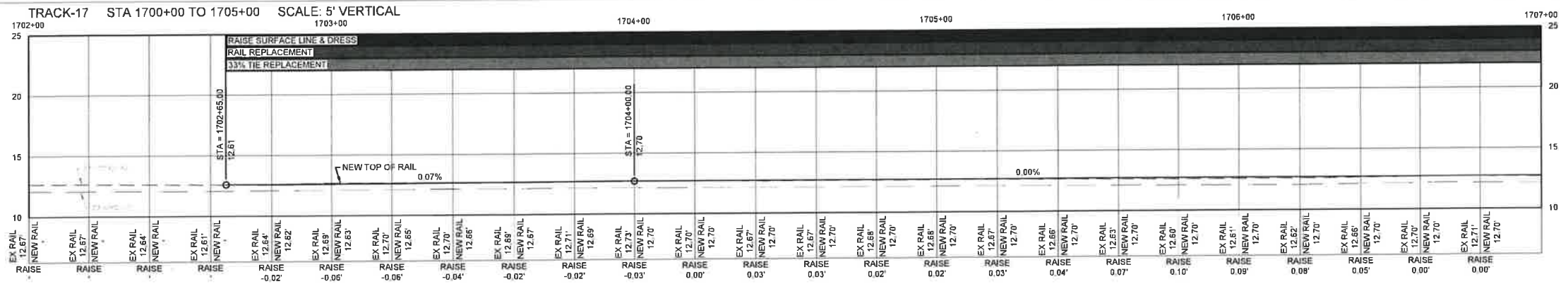


CONSTRUCTION NOTES

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

UTILITY NOTE:

UTILITIES SHOWN ARE FROM SUB-CONSULTANT SURVEY AND CITY OF TACOMA GIS INFORMATION AND MAY NOT BE REPRESENTATIVE OF ACTUAL LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THROUGH UTILITY LOCATE SERVICES, UTILITY AS-BUILT DRAWINGS, RECORD DRAWINGS AND POT-HOLING THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES. ALL MEANS AND METHODS TO RESEARCH AND VERIFY EXISTING UTILITY LOCATIONS SHALL BE INCIDENTAL TO THE ASSOCIATED WORK.



HORIZ. DATUM: N.A.D. 83/11
VERT. DATUM: MLLW 1983-2001
EPOCH PORT OF TACOMA MONUMENT NETWORK

BENCH MARKS:

MIC @ MILWAUKEE WAY
94' S OF MARSHALL AVE
ELEVATION = 10.58'

MIC @ MILWAUKEE WAY
950' S OF MARSHALL AVE
ELEVATION = 11.08'

CALL BEFORE YOU DIG

EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING POT-HOLING AND AVOIDING ALL EXISTING UTILITIES.

CALL TWO BUSINESS DAYS BEFORE YOU DIG
(1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org

NO.	REVISION	DATE	APPRO.

DATE	SCALE
JUN 2022	1" = 20'

DESIGNED	CHECKED
CNS	CNS

DRAWN	PROJECT NAME
COB	YARD2022

FIELD SKETCH	DRAWING NAME
	YARD2022-CONST.DWG

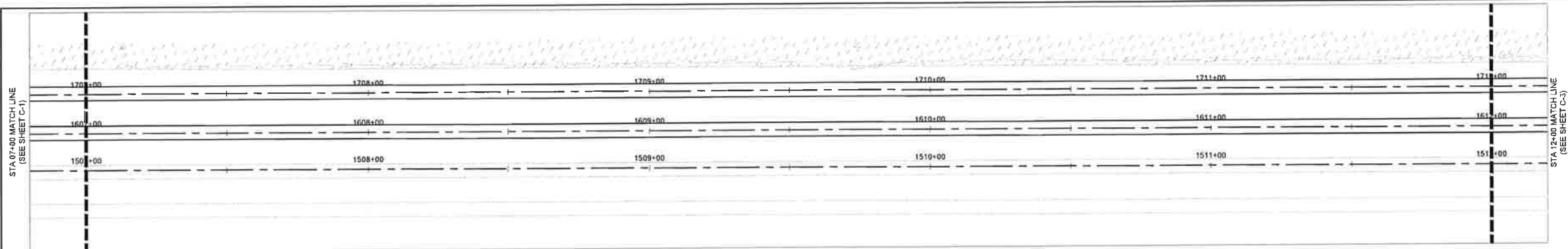
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

RAIL CONSTRUCTION PLAN & PROFILE
YARD TRACKS 7, 14, 15, 16 & 17
TRACKS 15-17: STA 02+00 TO 07+00

RAI-00122

SHEET NO. 5

REV. C-1 OF C-8

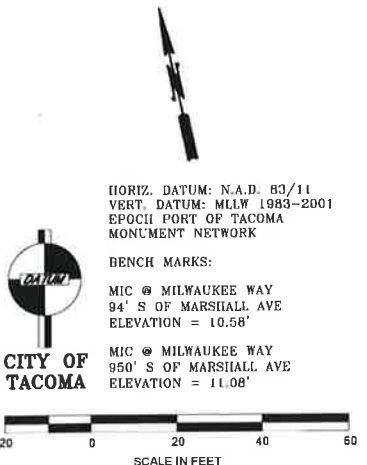
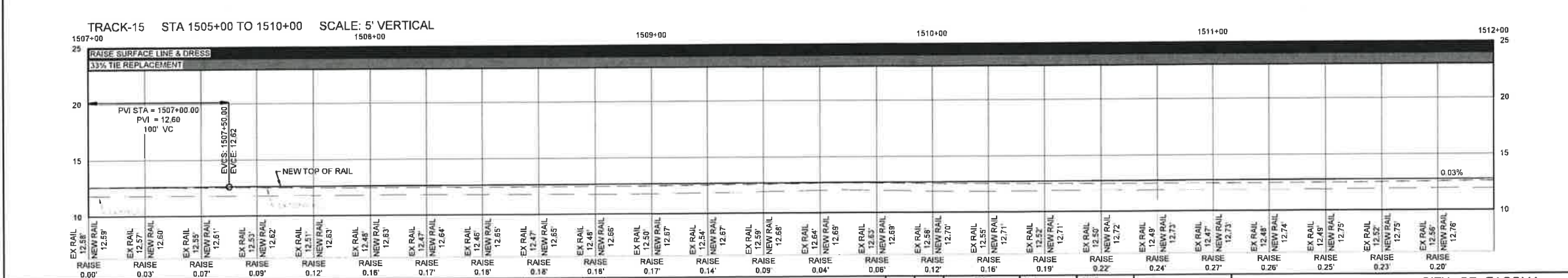
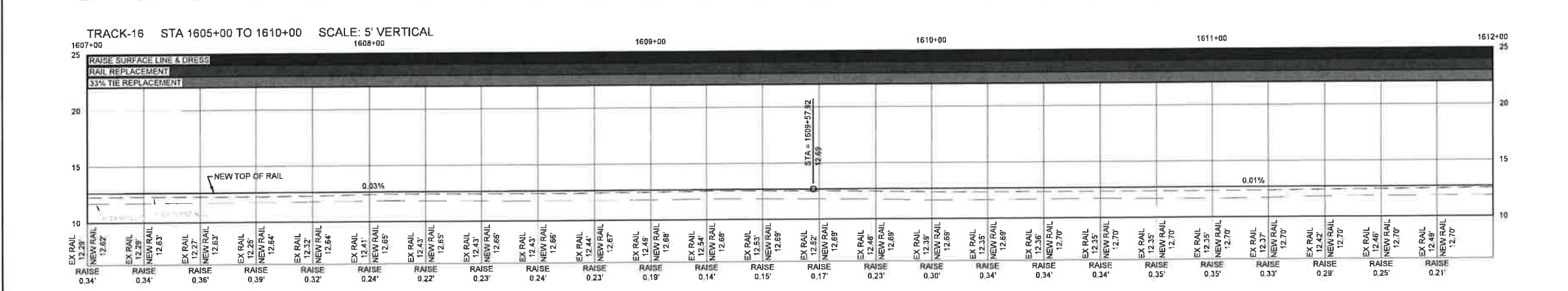
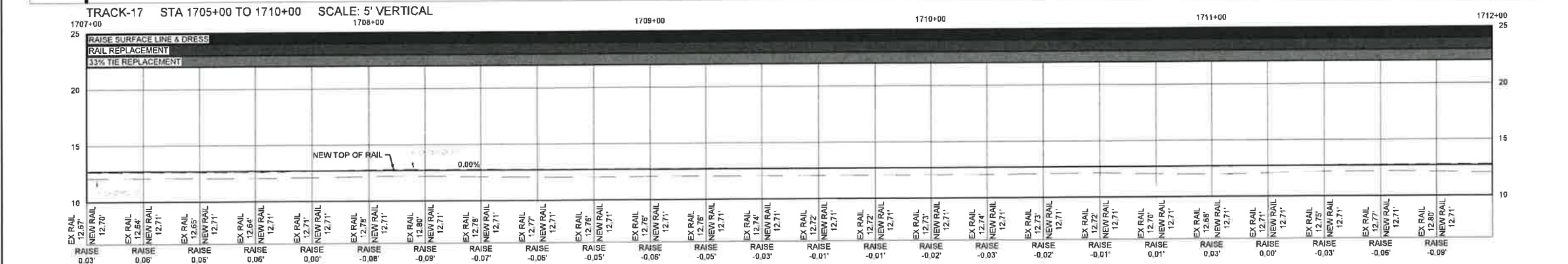


CONSTRUCTION NOTES

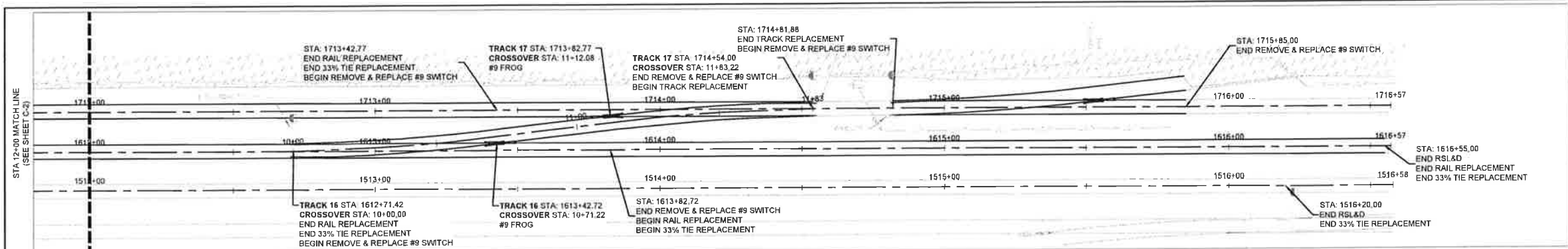
① PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES

UTILITY NOTE:

UTILITIES SHOWN ARE FROM SUB-CONSULTANT SURVEY AND CITY OF TACOMA GIS INFORMATION AND MAY NOT BE REPRESENTATIVE OF ACTUAL LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THROUGH UTILITY LOCATE SERVICES, UTILITY AS-BUILT DRAWINGS, RECORD DRAWINGS AND POT-HOLING THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES. ALL MEANS AND METHODS TO RESEARCH AND VERIFY EXISTING UTILITY LOCATIONS SHALL BE INCIDENTAL TO THE ASSOCIATED WORK.



CALL BEFORE YOU DIG EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POT-HOLING AND AVOIDING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org				NO		REVISION		DATE		APPD		BY		DATE		FIELD WORK		DATE		YARD2022-CONST DWG		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS RAIL CONSTRUCTION PLAN & PROFILE YARD TRACKS 7, 14, 15, 16 & 17 TRACKS 15-17: STA 07+00 TO 12+00		RAL-00122 SHEET NO. 6 MEET C-2 OF C-8	
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--	--	----	--	----------	--	------	--	------	--	----	--	------	--	------------	--	------	--	--------------------	--	--------------------------------------------------------------------------------------------------------------------------------------------------------	--	---------------------------------------------	--

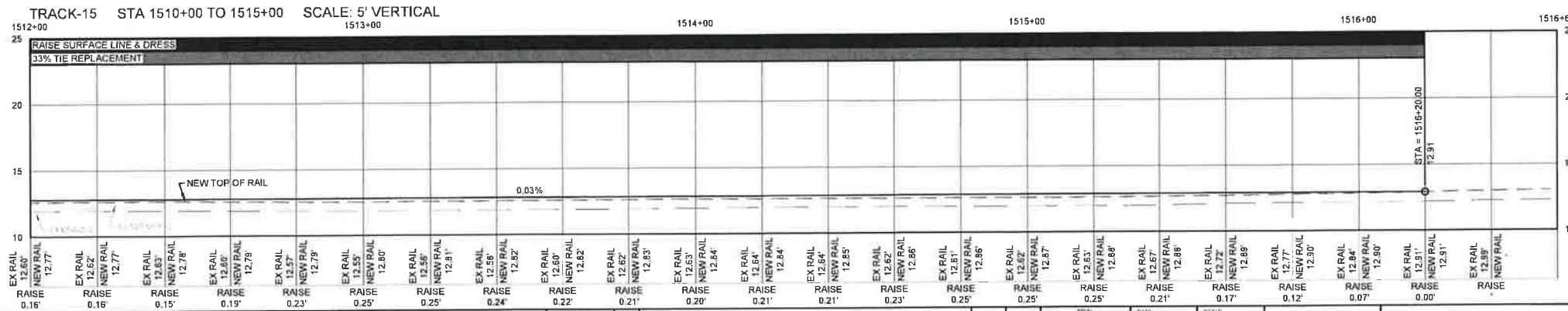
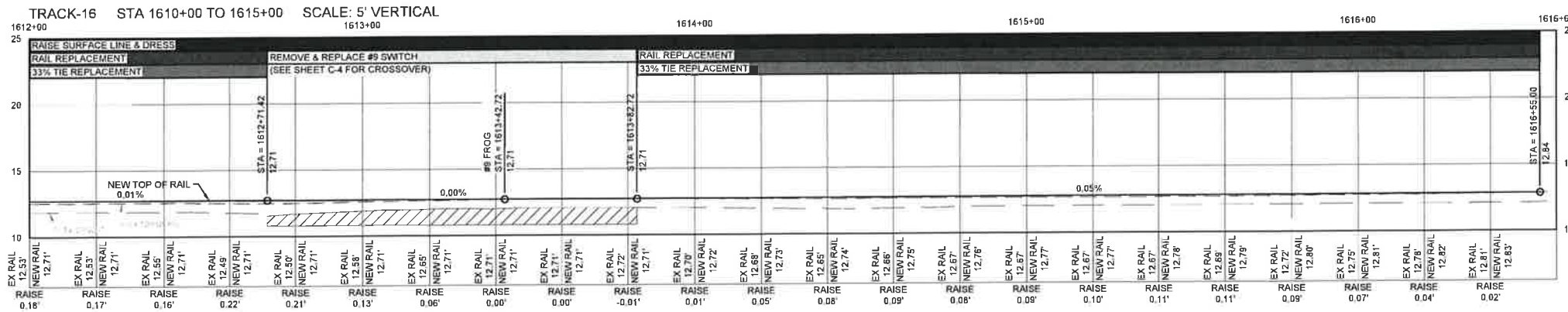
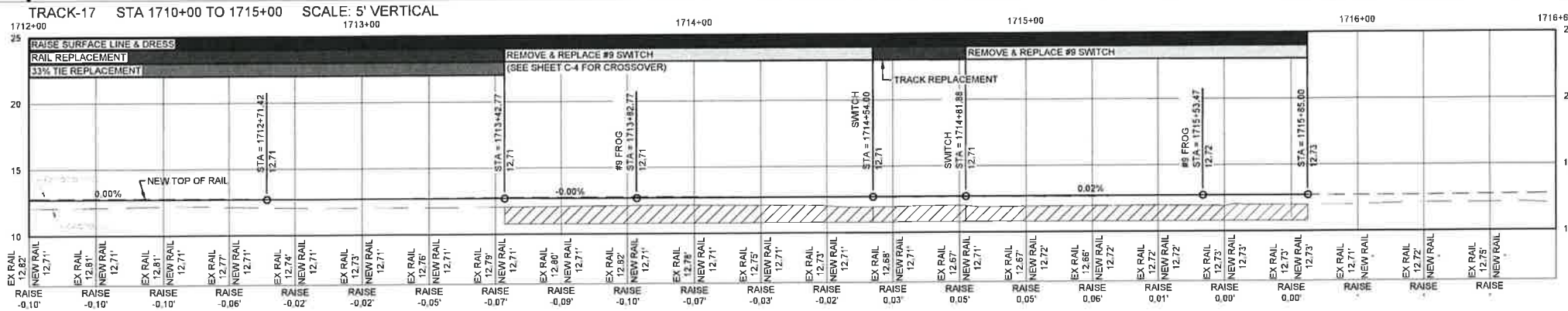


CONSTRUCTION NOTES

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

UTILITY NOTE:

UTILITIES SHOWN ARE FROM SUB-CONSULTANT SURVEY AND CITY OF TACOMA GIS INFORMATION AND MAY NOT BE REPRESENTATIVE OF ACTUAL LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THROUGH UTILITY LOCATE SERVICES, UTILITY AS-BUILT DRAWINGS, RECORD DRAWINGS AND POT-HOLING THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES. ALL MEANS AND METHODS TO RESEARCH AND VERIFY EXISTING UTILITY LOCATIONS SHALL BE INCIDENTAL TO THE ASSOCIATED WORK.



CHRISTOPHER N. STREIBER
STATE OF WASHINGTON
REGISTERED PROFESSIONAL ENGINEER
37830

CITY OF TACOMA

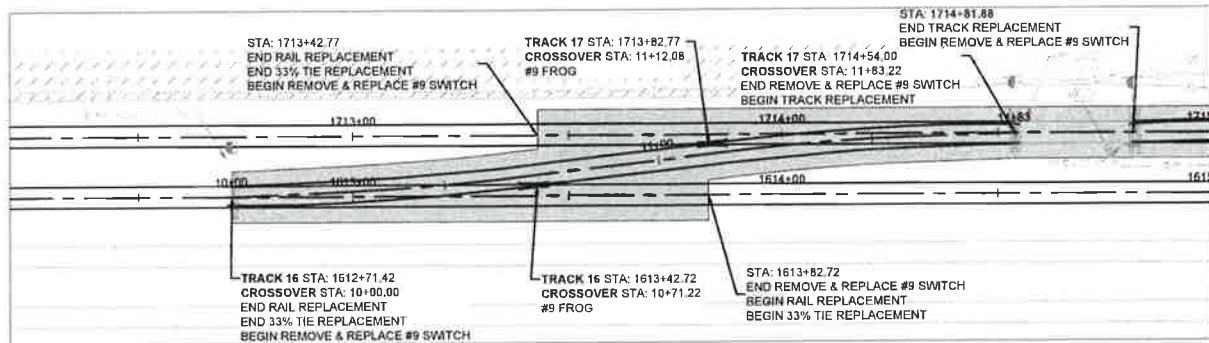
HORIZ. DATUM: N.A.D. 83/11
VERT. DATUM: MLLW 1985-2001
EPOCH PORT OF TACOMA MONUMENT NETWORK

BENCH MARKS:
MIC @ MILWAUKEE WAY
94' S OF MARSHALL AVE
ELEVATION = 10.58'
MIC @ MILWAUKEE WAY
950' S OF MARSHALL AVE
ELEVATION = 11.08'

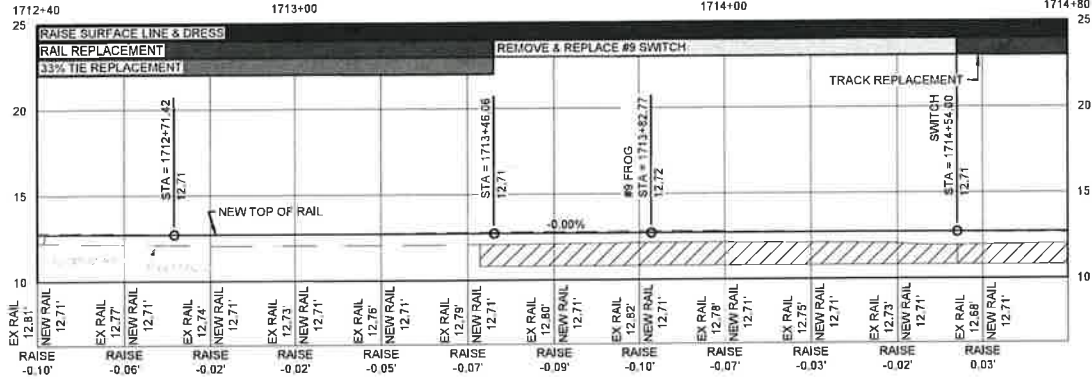
SCALE IN FEET

CALL BEFORE YOU DIG EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POT-HOLING AND AVOIDING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org				NO		REVISION		DATE		APPRO		DATE		APPRO		DATE		APPRO		DATE		APPRO	
BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022		BY: JUN 2022	
CNS		CNS		CNS		CNS		CNS		CNS		CNS		CNS		CNS		CNS		CNS		CNS	
COB		COB		COB		COB		COB		COB		COB		COB		COB		COB		COB		COB	
YARD2022		YARD2022		YARD2022		YARD2022		YARD2022		YARD2022		YARD2022		YARD2022		YARD2022		YARD2022		YARD2022		YARD2022	
YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG		YARD2022-CONST.DWG	

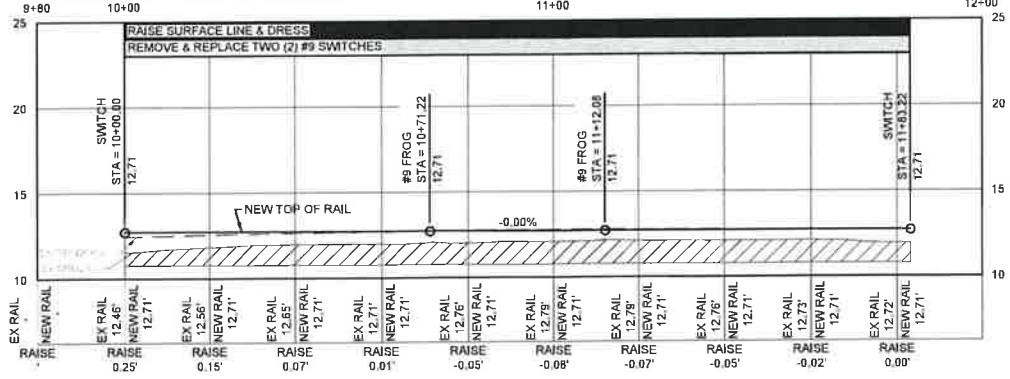
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		RAIL CONSTRUCTION PLAN & PROFILE		RAL-00122	
YARD TRACKS 7, 14, 15, 16 & 17		TRACKS 15-17: STA 12+00 TO 16+60		SHEET NO. 7	
C-3		C-8		C-3	



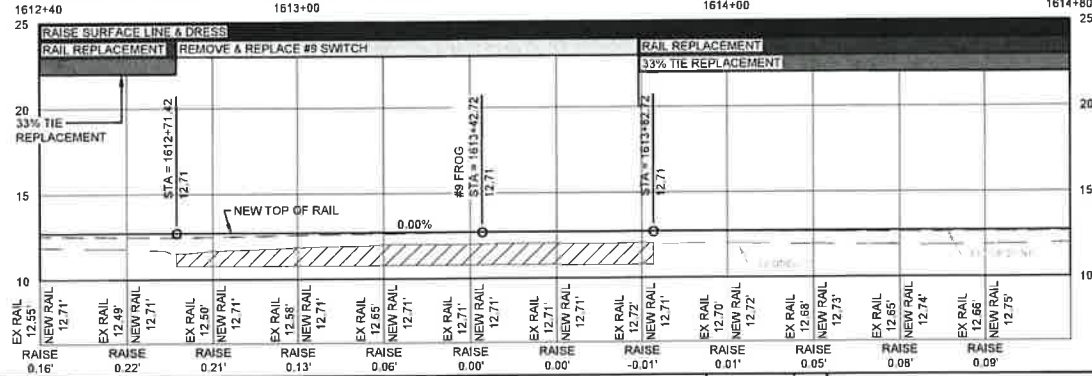
TRACK-17 CROSSOVER SCALE: 5' VERTICAL



CROSSOVER SCALE: 5' VERTICAL



TRACK-16 CROSSOVER SCALE: 5' VERTICAL



CONSTRUCTION NOTES

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

UTILITY NOTE:

UTILITIES SHOWN ARE FROM SUB-CONSULTANT SURVEY AND CITY OF TACOMA GIS INFORMATION AND MAY NOT BE REPRESENTATIVE OF ACTUAL LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THROUGH UTILITY LOCATE SERVICES, UTILITY AS-BUILT DRAWINGS, RECORD DRAWINGS AND POT-HOLING THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES. ALL MEANS AND METHODS TO RESEARCH AND VERIFY EXISTING UTILITY LOCATIONS SHALL BE INCIDENTAL TO THE ASSOCIATED WORK.



HORIZ. DATUM: N.A.D. 83/11
VERT. DATUM: MLLW 1985-2001
EPOCH: PORT OF TACOMA
MONUMENT NETWORK

BENCH MARKS:

MIC @ MILWAUKEE WAY
94' S OF MARSHALL AVE
ELEVATION = 10.58'

MIC @ MILWAUKEE WAY
950' S OF MARSHALL AVE
ELEVATION = 11.06'



CALL BEFORE YOU DIG

EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POT-HOLING AND AVOIDING ALL EXISTING UTILITIES.

CALL TWO BUSINESS DAYS BEFORE YOU DIG
(1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org



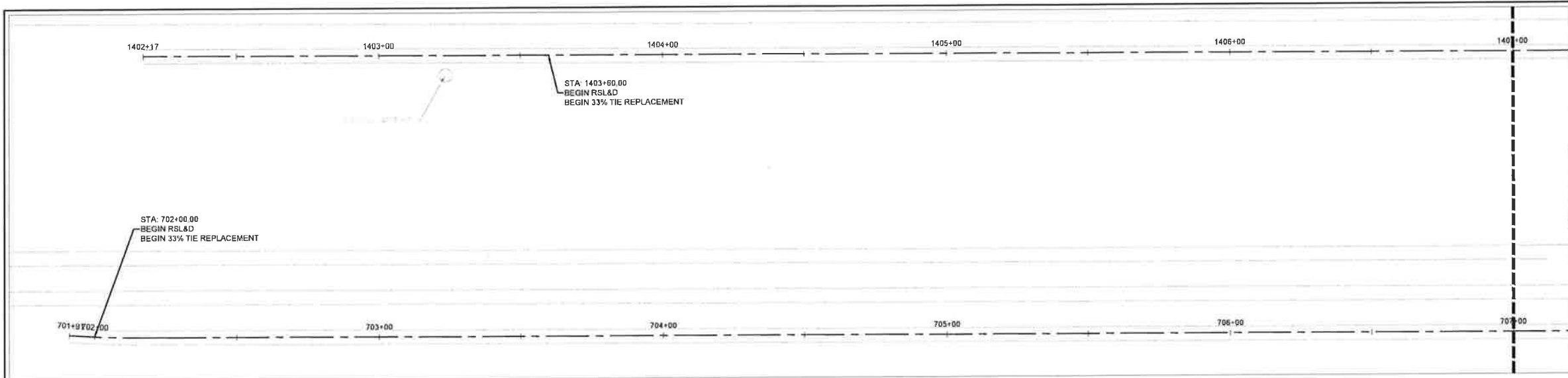
DESIGNED BY CNS	CHECKED BY CNS
DRAWN BY COB	PROJECT NAME YARD2022
DATE JUN 2022	SCALE 1" = 20'
FILED BY YARD2022-CONST.DWG	

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

RAIL CONSTRUCTION PLAN & PROFILE
YARD TRACKS 7, 14, 15, 16 & 17
TRACKS 16-17: CROSSOVER DETAIL

RAI-00122

8

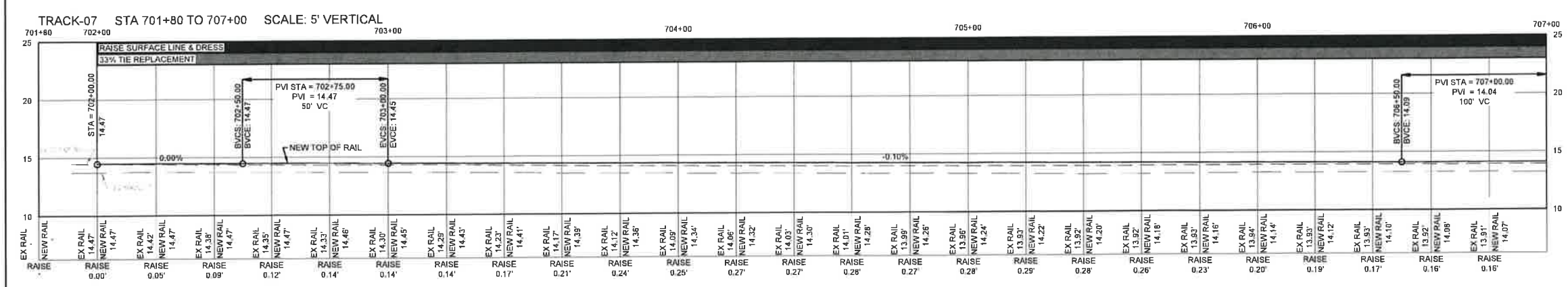
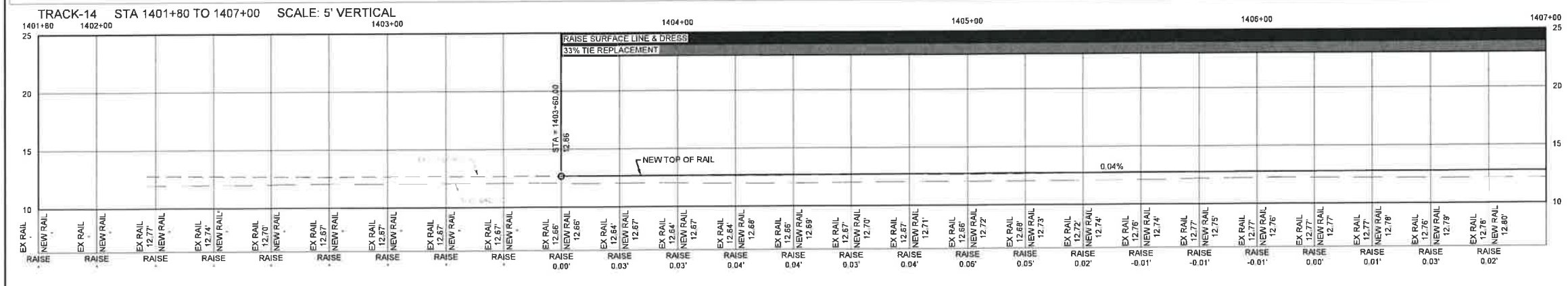


CONSTRUCTION NOTES

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

UTILITY NOTE:

UTILITIES SHOWN ARE FROM SUB-CONSULTANT SURVEY AND CITY OF TACOMA GIS INFORMATION AND MAY NOT BE REPRESENTATIVE OF ACTUAL LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THROUGH UTILITY LOCATE SERVICES, UTILITY AS-BUILT DRAWINGS, RECORD DRAWINGS AND POT-HOLING THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES. ALL MEANS AND METHODS TO RESEARCH AND VERIFY EXISTING UTILITY LOCATIONS SHALL BE INCIDENTAL TO THE ASSOCIATED WORK.



HORIZ. DATUM: N.A.D. 83/11
VERT. DATUM: MLLW 1983-2001
EPOCH PORT OF TACOMA MONUMENT NETWORK

BENCH MARKS:

MIC @ MILWAUKEE WAY
94' S OF MARSHALL AVE
ELEVATION = 10.56'

MIC @ MILWAUKEE WAY
950' S OF MARSHALL AVE
ELEVATION = 11.06'

CITY OF TACOMA

SCALE IN FEET

CALL BEFORE YOU DIG

EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POT-HOLING AND AVOIDING ALL EXISTING UTILITIES.

CALL TWO BUSINESS DAYS BEFORE YOU DIG
(1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org



NO.	REVISION	DATE	APPD.

DATE	JUN 2022	SCALE	1" = 20'
DESIGNER	CNS	CHECKER	CNS
DRAWN	COB	PROJECT NAME	YARD2022
DRAWING NAME	YARD2022-CONST.DWG		

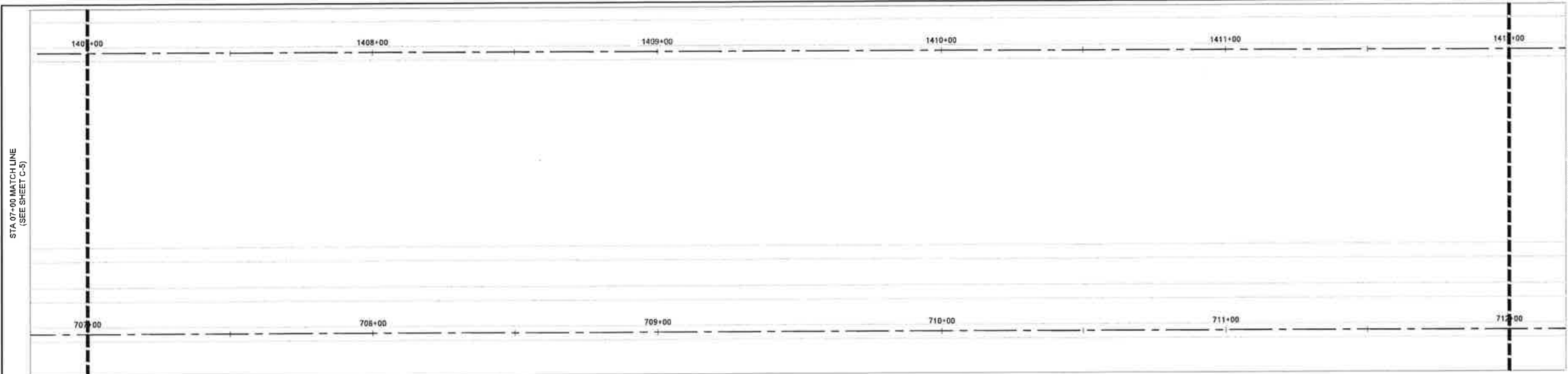
--	--

**CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS**

RAIL CONSTRUCTION PLAN & PROFILE

YARD TRACKS 7, 14, 15, 16 & 17
TRACKS 7 & 14: STA 01+80 TO 07+00

PROJECT NO.	RAL-00122
SHEET NO.	9
DATE	C-5
BY	C-8

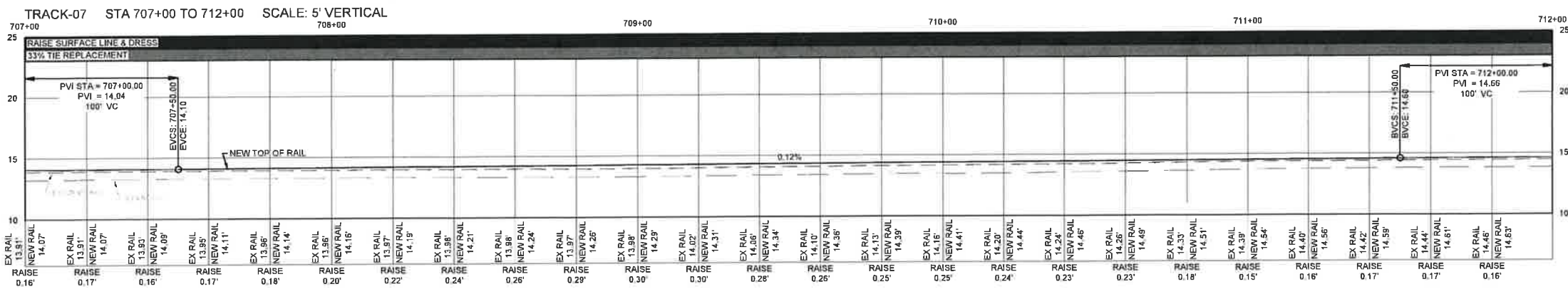
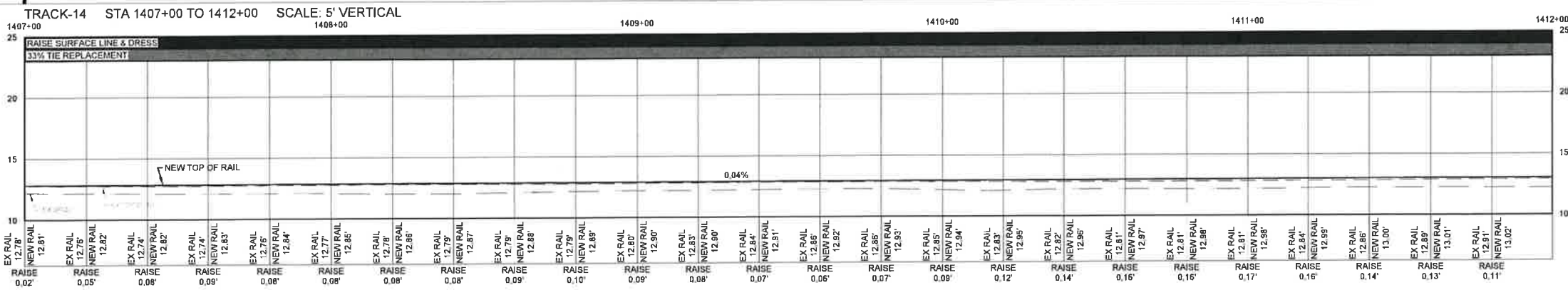


CONSTRUCTION NOTES

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

UTILITY NOTE:

UTILITIES SHOWN ARE FROM SUB-CONSULTANT SURVEY AND CITY OF TACOMA GIS INFORMATION AND MAY NOT BE REPRESENTATIVE OF ACTUAL LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THROUGH UTILITY LOCATE SERVICES, UTILITY AS-BUILT DRAWINGS, RECORD DRAWINGS AND POT-HOLING THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES. ALL MEANS AND METHODS TO RESEARCH AND VERIFY EXISTING UTILITY LOCATIONS SHALL BE INCIDENTAL TO THE ASSOCIATED WORK.



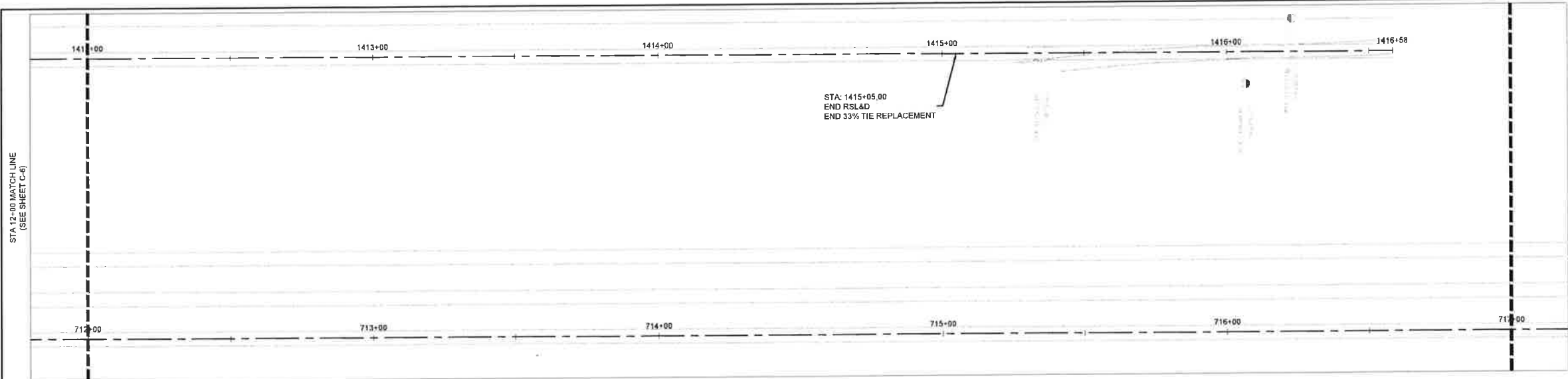
CITY OF TACOMA

HORIZ. DATUM: N.A.D. 83/11
VERT. DATUM: MLLW 1983-2001
EPOCH PORT OF TACOMA MONUMENT NETWORK

BENCH MARKS:
MIC @ MILWAUKEE WAY
94' S OF MARSHALL AVE
ELEVATION = 10.58'
MIC @ MILWAUKEE WAY
950' S OF MARSHALL AVE
ELEVATION = 11.08'

SCALE IN FEET

CALL BEFORE YOU DIG EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO. AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POT-HOLING AND AVOIDING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org				NO		REVISION		DATE		APPD		PRAL CONSTRUCTION CHECKED		DATE JUN 2022		SCALE 1" = 20'		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		RAIL CONSTRUCTION PLAN & PROFILE YARD TRACKS 7, 14, 15, 16 & 17 TRACKS 7 & 14: STA 07+00 TO 12+00		RAL-00122 SHEET NO. 10 C-6 C-8	
BY DATE		DRAWN COB		CHECKED CNS		PROJECT NAME YARD2022		DRAWING NAME YARD2022-CONST.DWG		DESIGNED CNS		PROJECT NO. YARD2022		DATE JUN 2022		SCALE 1" = 20'		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		RAIL CONSTRUCTION PLAN & PROFILE YARD TRACKS 7, 14, 15, 16 & 17 TRACKS 7 & 14: STA 07+00 TO 12+00		RAL-00122 SHEET NO. 10 C-6 C-8	



CONSTRUCTION NOTES

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

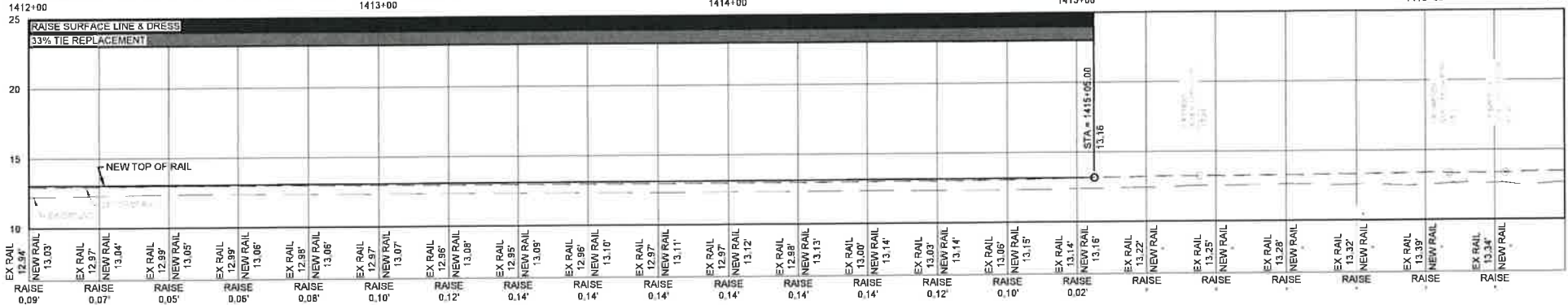
UTILITY NOTE:

UTILITIES SHOWN ARE FROM SUB-CONSULTANT SURVEY AND CITY OF TACOMA GIS INFORMATION AND MAY NOT BE REPRESENTATIVE OF ACTUAL LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THROUGH UTILITY LOCATE SERVICES, UTILITY AS-BUILT DRAWINGS, RECORD DRAWINGS AND POT-HOLING THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES. ALL MEANS AND METHODS TO RESEARCH AND VERIFY EXISTING UTILITY LOCATIONS SHALL BE INCIDENTAL TO THE ASSOCIATED WORK.

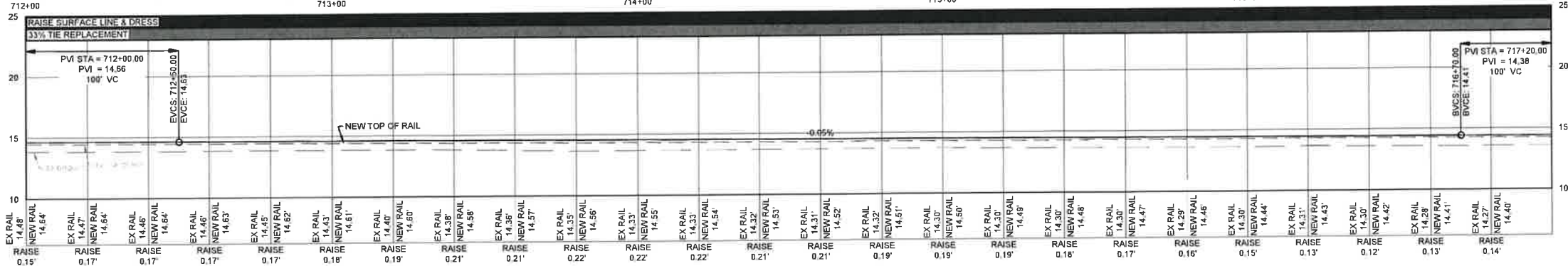
STA 12+00 MATCH LINE
(SEE SHEET C-6)

STA 17+00 MATCH LINE
(SEE SHEET C-8)

TRACK-14 STA 1412+00 TO 1416+60 SCALE: 5' VERTICAL



TRACK-07 STA 712+00 TO 717+00 SCALE: 5' VERTICAL



HORIZ. DATUM: N.A.D. 83/11
VERT. DATUM: MLLW 1983-2001
EPOCH PORT OF TACOMA
MONUMENT NETWORK



BENCH MARKS:

MIC @ MILWAUKEE WAY
94' S OF MARSHALL AVE
ELEVATION = 10.58'

MIC @ MILWAUKEE WAY
950' S OF MARSHALL AVE
ELEVATION = 11.08'



CALL BEFORE YOU DIG

EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POT-HOLING AND AVOIDING ALL EXISTING UTILITIES.

CALL TWO BUSINESS DAYS BEFORE YOU DIG
(1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org



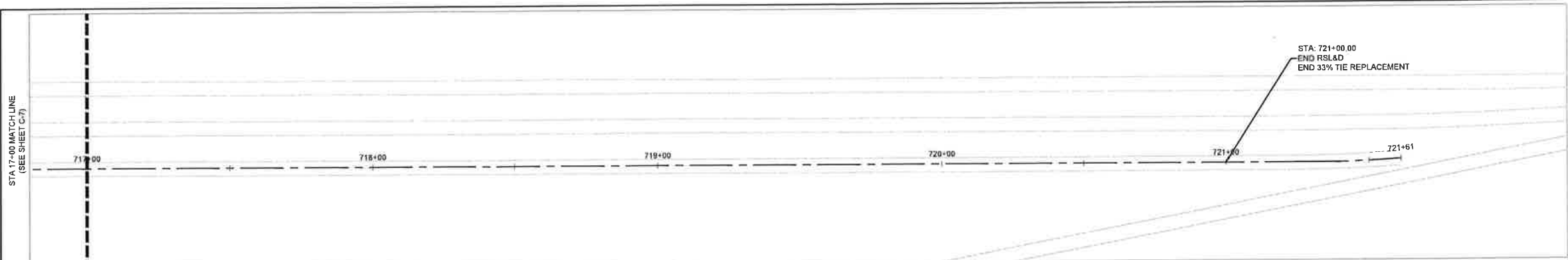
NO.	REVISION	DATE	APPROVED

DATE	JUN 2022	SCALE	1" = 20'
DESIGNED	CNS	CHECKED	CNS
DRAWN	COB	PROJECT NAME	YARD2022
FIELD BOOKS		DRAWING NAME	YARD2022-CONST.DWG

DATE	JUN 2022	SCALE	1" = 20'
DESIGNED	CNS	CHECKED	CNS
DRAWN	COB	PROJECT NAME	YARD2022
FIELD BOOKS		DRAWING NAME	YARD2022-CONST.DWG

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS	
RAIL CONSTRUCTION PLAN & PROFILE	
YARD TRACKS 7, 14, 15, 16 & 17	
TRACKS 7 & 14: STA 12+00 TO 17+00	

PROJECT NO.	11
SHEET	C-7 OF C-8

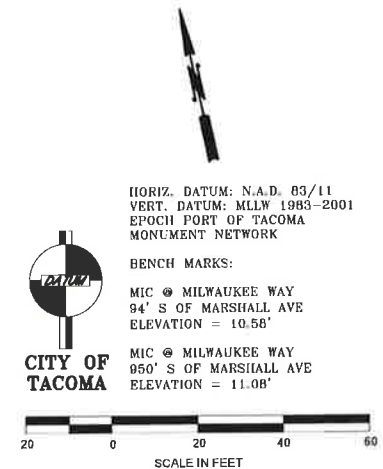
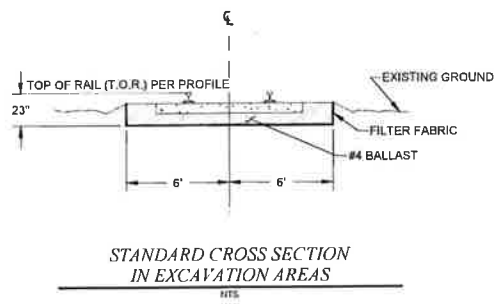
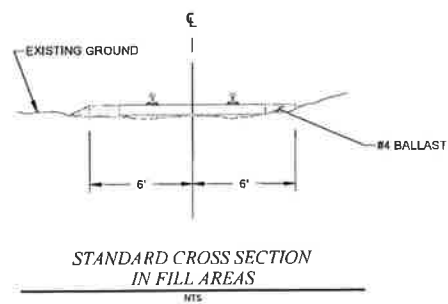
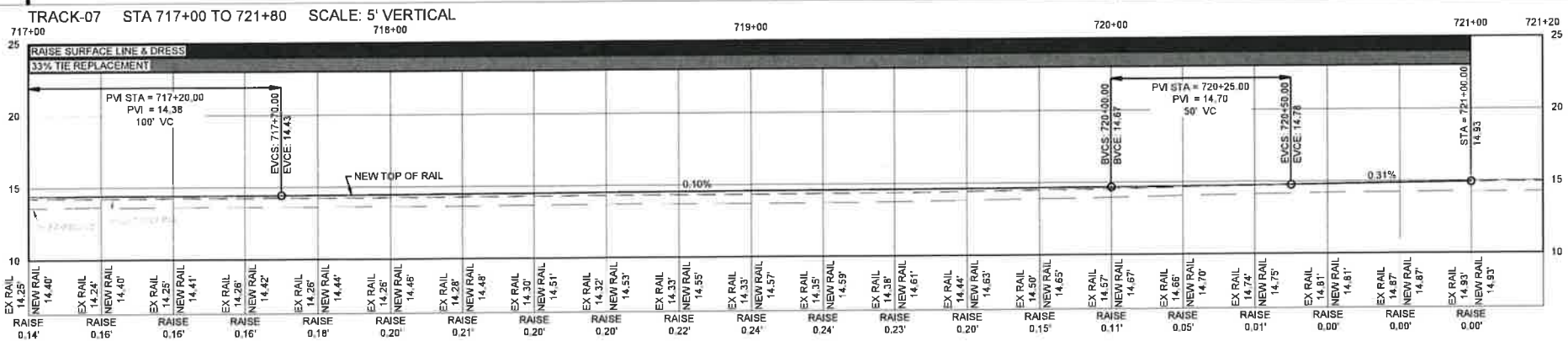


CONSTRUCTION NOTES

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

UTILITY NOTE:

UTILITIES SHOWN ARE FROM SUB-CONSULTANT SURVEY AND CITY OF TACOMA GIS INFORMATION AND MAY NOT BE REPRESENTATIVE OF ACTUAL LOCATION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THROUGH UTILITY LOCATE SERVICES, UTILITY AS-BUILT DRAWINGS, RECORD DRAWINGS AND POT-HOLING THE HORIZONTAL AND VERTICAL LOCATION OF EXISTING UTILITIES. ALL MEANS AND METHODS TO RESEARCH AND VERIFY EXISTING UTILITY LOCATIONS SHALL BE INCIDENTAL TO THE ASSOCIATED WORK.



HORIZ. DATUM: N.A.D. 83/11
VERT. DATUM: MLLW 1983-2001
EPOCH PORT OF TACOMA
MONUMENT NETWORK

BENCH MARKS:
MIC @ MILWAUKEE WAY
94' S OF MARSHALL AVE
ELEVATION = 10.58'
MIC @ MILWAUKEE WAY
950' S OF MARSHALL AVE
ELEVATION = 11.08'

CALL BEFORE YOU DIG EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POT-HOLING AND AVOIDING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org				NO		REVISION		DATE		APPD		PROJECT YARD2022-CONST DWG		DATE JUN 2022		SCALE 1" = 20'		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		RAIL CONSTRUCTION PLAN & PROFILE		RAL-00122	
																				YARD TRACKS 7, 14, 15, 16 & 17 TRACK 7: STA 17+00 TO 21+60		SHEET 12	
																						C-8	

PART III

CITY OF TACOMA

**LOCAL EMPLOYMENT AND APPRENTICESHIP
TRAINING PROGRAM (LEAP) REGULATIONS FOR
PUBLIC WORKS CONTRACTS**



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **Prime Contractor *LEAP* Utilization Plan:** to be submitted at the Pre-Construction Meeting
(Required by Prime Contractor Only)
- ❑ **LEAP Employee Verification Form:** to be submitted on an ongoing basis for each qualified LEAP employee
- ❑ **LEAP Weekly Payroll Report:** must be attached and filled out to the front of each certified payroll
- ❑ **Tacoma Public Utilities Service Area Map, Economically Distressed ZIP Codes Map:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls:** to be submitted via LCP Tracker weekly, biweekly or monthly with the LEAP Payroll Report attached as scheduled by the Prime
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or email dtrevorrow@cityoftacoma.org



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. It requires Contractors performing qualifying public works projects or service contracts to ensure that 15 percent of the total labor hours worked on the project are performed by LEAP-Qualified Pierce County apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas. Compliance may be met through any combination LEAP-Qualified employees. The Prime Contractor shall be solely responsible for meeting the LEAP Utilization Goal requirements.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorow, at (253) 591-5590, or e-mail leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT GOAL:** The Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:

- a) Civil Projects over \$250,000
- b) Building Projects over \$750,000

2. **APPRENTICE GOAL:** The Contractor is required to ensure that 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.

4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be as follows:

- 100% achievement \$0.00 penalty
- 99% to 90% achievement \$2.00 penalty
- 89% to 75% achievement \$3.50 penalty
- 74% to 50% achievement \$5.00 penalty
- 49% to 1% achievement \$7.50 penalty
- 0% achievement \$10.00 penalty

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. *PRIME CONTRACTOR LEAP UTILIZATION PLAN (PCLUP)*: The Contractor is required to provide the *PCLUP* at the **Pre-Construction meeting** showing the goals to be achieved for the project. The Contractor must identify in the *PCLUP* the estimated labor hours to be worked on the project by trade/craft persons.
2. *LEAP EMPLOYEE VERIFICATION FORM*: The Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LUG with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
3. *LEAP WEEKLY PAYROLL REPORT*: The Prime and Subcontractors must complete and attach this form to the front of each weekly certified payroll when submitting payrolls in LCP Tracker
4. *WEEKLY CERTIFIED PAYROLL*: The Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
5. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures

CHAPTER 1.90

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

H. “Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. “Estimated Cost” shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. “Estimated Labor Hours” shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. “Existing Employee” shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. “Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. “LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

N. “LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

O. “LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

P. “LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. “Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

R. “Project Engineer” shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. “Public Work or Improvement” shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. “Resident of Tacoma” shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

U. “Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. “Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.

W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as “Building Projects” or “Civil Projects.”

X. “Subcontractor” means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Y. “Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

Z. “Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP goals.

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project's total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor's or Provider's plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City's pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor's existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor's breach of these performance requirements, which shall be published with the City's call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor's or Service Provider's and all Subcontractor's employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager's and Director's findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award Submittals:

- *Prime Contractor LEAP Utilization Plan.* This form is to be completed and presented at the Pre-Construction Meeting.
- *LEAP Employee Verification Form.* This form is to be completed for every qualifying LEAP employee.

The City of Tacoma's LEAP office enforces two mandatory requirements on City projects based on certain monetary thresholds.

Local Employment Utilization Goal - the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Zip Codes whether or not any such person is an apprentice.

Apprenticeship Utilization Goal – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

***Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is below \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 316-3057 or (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma WA 98402
(253) 591-5590
leap@cityoftacoma.org

PRIME CONTRACTOR LEAP UTILIZATION PLAN

Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part A

Contractor:		Date:
Specification Number:	Contract/Work Order Number(s):	Contract Dollar Amount:
Project Description:		Notes:

PART B PLANNED LEAP HOURS*

Trade or Craft	City of Tacoma Resident	Economic Distressed Area Resident	Tacoma Public Utilities Service Area Apprentice Resident	WA State Apprentice *(Contracts outside of TPU Service Area Only)	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Rejected
	hrs.	hrs.	hrs.	hrs.	
	hrs.	hrs.	hrs.	hrs.	Date
	hrs.	hrs.	hrs.	hrs.	
Totals					
					TOTAL hrs.

Part C

Provide a description of how the Contractor plans to ensure that the LEAP Utilization Requirements on the project will be met. (Use additional sheets if necessary)

General Instructions for completing Prime Contractor LEAP Utilization Plan

Part A

Contractor/Contract Information Section: The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part B

Planned LEAP Hours Section: This section should be completed by the Prime Contractor. The information required in Part B is described below.

Trade or Craft: Indicate the Trade or Craft being used.

LEAP Employee Categories: Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, City of Tacoma Apprentice, Youth, or Veteran, Pierce County Apprentice, Youth, or Veteran.

For Watershed Projects: King County Apprentice – Approved by Washington State and/or Seattle Renewal Community (CEZ) Resident.

For Hydro Projects: Area Residents (residing in either Pierce County or the County where the work is performed: Lewis, Mason, Grays Harbor or Thurston County), Tacoma Community Empowerment Zone Resident, City of Tacoma Residents.

Totals: Total the number of hours in each of the six (6) columns.

Total Planned LEAP Utilization Hours: This is the total number of hours planned on this project to satisfy the LEAP Utilization Requirement.

Part C

Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Requirement: This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Requirement on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.

No Work Performed (NWP) Report

Prime/Sub Contractor: _____

Specification Number: _____

Project Description: _____

Payroll Week Ending Date: _____ Payroll Number: _____

NO WORK PERFORMED

I, the undersigned, do hereby certify under penalty of perjury, that the information contained herein is true and correct.

Signature of Responsible Officer

Title

Date



City of Tacoma LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org
www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprentice Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident within the geographic boundaries of the City of Tacoma

_____ b. Resident within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in Tacoma Public Utilities Service Area

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Pierce County residency and apprentice status, youth status, or veteran status.

.....

_____ For Youth - Copy of Birth Certificate or WA State ID or
_____ WA Driver's License (projects advertised after 05-20-13)

_____ For Veterans – Copy of DD-214(Projects advertised after
_____ 05-20-13)

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current
_____ address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

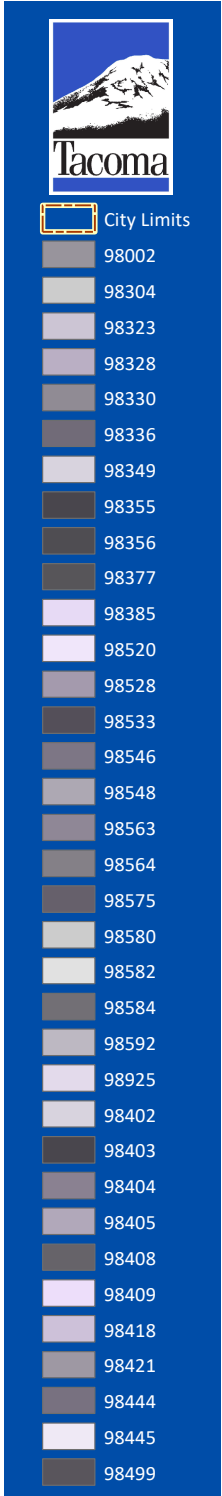
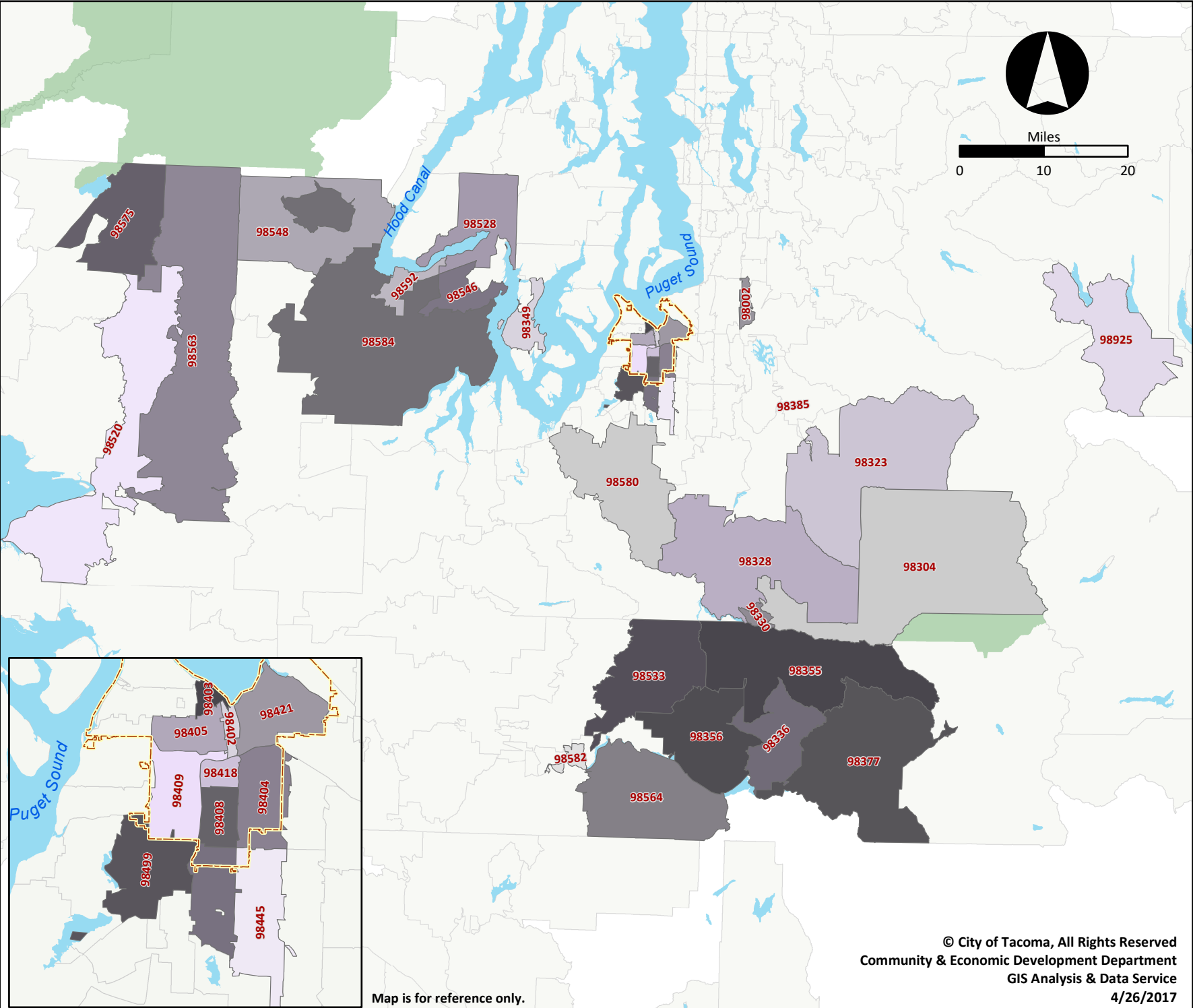
No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____

Appendix C: Economically Distressed ZIP Codes Map



Tacoma Public Utilities Infrastructure and Service Area (Apprentice Utilization)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspport	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

Economically Distressed ZIP Codes (Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downton
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

PART IV

STATE PREVAILING WAGE RATES

AND

GENERAL REQUIREMENTS

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

REQUIRED FILINGS

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

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

services has changed.

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.1.3



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

4.2 Commercial (Business) Automobile Liability Insurance

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

4.3 Workers' Compensation

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

4.4 Employers' Liability Insurance

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

4.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.6 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways. The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include the following:

4.6.1 Endorsed to include Limited Seepage and Pollution Endorsement

4.6.2 Endorsed to include Evacuation Expense Coverage Endorsement.

4.7 Other Insurance

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