



City of Tacoma
Tacoma Rail

SPECIFICATION NO. TR23-0234F

BLAIR SWITCH REPLACEMENT

Project No. RAL-00129

CITY OF TACOMA

Tacoma Rail

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

**SPECIFICATION NO.
TR23-0234F**

BLAIR SWITCH REPLACEMENT

PROJECT NO. RAL-00129



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

Room 522, Tacoma Municipal Building
Tacoma, Washington 98421-2711

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**City of Tacoma
PUBLIC WORKS ENGINEERING**

**REQUEST FOR BIDS TR23-0234F
Blair Switch Replacement**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, December 12, 2023

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, sendbid@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. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI 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 at the City's plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

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

Project Scope: Replacement of 6 switches on the Blair peninsula.

Estimate: \$750,000

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 and in accordance with State of Washington law.

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 the contact listed below in the *Additional Information* section.

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 Sara Bird, Senior Buyer by email to sbird@cityoftacoma.org.

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

7. EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

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.

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

POST AWARD FORMS EXECUTED UPON AWARD:

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

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

LEAP Goals:

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

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

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 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. TR23-0234F

Blair Switch Replacements

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-00129 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.
 3. The Mobilization cost shall be the same percentage between schedules. Example if Mobilization is 10% for Schedule A it shall be 10% for Schedule B. If they differ the City will add the two Mobilizations and redistribute based on the total mobilization cost compared to the total bid cost.

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
2. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
3. 8-01	Stormwater Pollution Prevention Plan (SWPPP)	1 Lump Sum	Lump Sum	\$ _____
4. 8-01	Inlet Protection	22 Each	\$ _____	\$ _____
5. 8-31	Project Surveying	1 Lump Sum	Lump Sum	\$ _____
6. 8-31	Select Tie Replacement	30 Each	\$ _____	\$ _____
7. 8-31	Raise, Surface, Line and Dress	1630 Track Ft.	\$ _____	\$ _____

Contractor's Name: _____
Specification No. TR23-0234F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
8. 8-31	#5 Ballast Incl. Haul	1000 Ton	\$ _____	\$ _____
9. 8-31	Excavation, Including Haul	1000 Ton	\$ _____	\$ _____
10. 8-31	Furnish and Install 115RE, #7 Turnout	2 Each	\$ _____	\$ _____
11. 8-31	Furnish and Install 115RE, #9 Turnout	2 Each	\$ _____	\$ _____
12. 8-31	Furnish and Install 115RE, #9 Crossover	1 Each	\$ _____	\$ _____
13. 8-31	Steel Recycle Recovery	EST	Estimated	\$ <u>-4,700</u>
14. 8-31	Remove and Replace Rail	142 Track Ft.	\$ _____	\$ _____

Subtotal Items Nos. 1 - 14

\$ _____

10.3% Sales Tax (Items Nos. 1 - 14)

\$ _____

Force Account

\$ 30,000

**Base Bid (Subtotal Items Nos. 1 - 14, plus force
account, plus Tax)**

\$ _____

Contractor's Name: _____
Specification No. TR23-0234F

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. TR23-0234F Blair Switch Replacement

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

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 (**November 27, 2023**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No

STATEMENT OF QUALIFICATIONS FOR RAIL CONTRACTORS

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

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

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

Contractor:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

Project Experience

#1 Project Name: _____

Owner: _____ Contact Person: _____

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

Completion Date: _____

#2 Project Name: _____

Owner: _____ Contact Person: _____

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

Completion Date: _____

Bidder Name: _____
Specification No. TR23-0234F

#3 Project Name: _____

Owner: _____ Contact Person: _____

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

Completion Date: _____

#4 Project Name: _____

Owner: _____ Contact Person: _____

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

Completion Date: _____

#5 Project Name: _____

Owner: _____ Contact Person: _____

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

Completion Date: _____

**STATEMENT OF QUALIFICATIONS FOR
RAIL CONTRACTORS**

On-Site Supervisor for Rail Construction and Railroad Flagging:

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

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

#1 Project Name/Date: _____

Owner: _____ **Contact Person:** _____

Description of Work: _____

Completion Date: _____

#2 Project Name/Date: _____

Owner: _____ **Contact Person:** _____

Description of Work: _____

Completion Date: _____

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

#1 Project Name/Date: _____

Owner: _____ **Contact Person:** _____

Description of Work: _____

Completion Date: _____

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("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. [Spec Number] [Spec Title] together with all authorized addenda.
 2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. 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, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. 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.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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 this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

1. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
2. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - i. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - ii. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - iii. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

3. COPELAND ANTI-KICKBACK ACT

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

APPENDIX A-1

APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		



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

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1
2 **INTRODUCTION**

3 **(April 1, 2018 Tacoma GSP)**
4

5 The following special provisions shall be used in conjunction with the "2022 Standard
6 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for
7 Road, Bridge, and Municipal Construction" as prepared by the Washington State
8 Department of Transportation (WSDOT). State Standard Specifications are available
9 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may
10 be downloaded, free of charge, from this location on the WSDOT home page:
11 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>
12

13 These Special Provisions are made up of both General Special Provisions (GSPs) from
14 various sources, which may have project-specific fill-ins; and project-specific Special
15 Provisions. Each Provision either supplements, modifies, or replaces the comparable
16 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
17 addition to any subsection or portion of the Standard Specifications is meant to pertain
18 only to that particular portion of the section, and in no way should it be interpreted that
19 the balance of the section does not apply.
20

21 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its
22 source, as follows:
23

24 *(May 18, 2007 APWA GSP)*
25 *(August 7, 2006 WSDOT GSP)*
26 *(April 2, 2007 Tacoma GSP)*
27

28 The project specific Special Provisions are labeled under the headers of each Special
29 Provision as follows:
30

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

32 A pre-bid conference will not be held.
33
34

35 **DESCRIPTION OF WORK**

36 **(*****)**
37

38 This Contract shall generally consist of *the replacement of seven switches on Tacoma*
39 *Rail lines, near Taylor Way and Lincoln Avenue in the Port of Tacoma Tide Flats. The*
40 *work will also include select tie replacement, excavation and raise surface line and*
41 *dress.*
42

43 **END OF SECTION**
44

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 Includes railroad, vehicular and non-vehicular traffic, such as pedestrians, bicyclists,
45 wheelchairs, 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 **1-02.1(1) Supplemental Qualifications Criteria**
15 **(March 25, 2009 Tacoma GSP)**

16
17 In addition, the Contracting Agency has established Contracting Agency-specific and/or
18 project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for
19 determining Bidder responsibility, including the basis for evaluation and the deadline for
20 appealing a determination that a Bidder is not responsible. These criteria are contained
21 in the Statement of Qualifications.

22
23 *Add the following new section:*

24
25 **1-02.1(1) Supplemental Qualifications Criteria**
26 **(July 31, 2017 APWA GSP)**

27
28 In addition, the Contracting Agency has established Contracting Agency-specific and/or
29 project-specific supplemental criteria, in accordance with RCW 39.04.350(3), for
30 determining Bidder responsibility, including the basis for evaluation and the deadline for
31 appealing a determination that a Bidder is not responsible. These criteria are contained
32 in Section 1-02.14 Option C of these Special Provisions.

33
34 **1-02.2 Plans and Specifications**
35 **(June 27, 2011 APWA GSP)**

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

37
38 Information as to where Bid Documents can be obtained or reviewed can be found in the
39 Call for Bids (Advertisement for Bids) for the work.

40
41 After award of the contract, plans and specifications will be issued to the Contractor at
42 no cost as detailed below:
43

1

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.

2

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

5

6 **1-02.4(1) General**

7 **(August 15, 2016 APWA GSP Option B)**

8

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

10

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

15

16 **1-02.5 Proposal Forms**

17 **(July 31, 2017 APWA GSP)**

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

19

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

30

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

35

36 **1-02.6 Preparation of Proposal**

37 **(July 11, 2018 APWA GSP)**

38

39 *Supplement the second paragraph with the following:*

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

5

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

7

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

10

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

16

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

18

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

21

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

25

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

30

31 *The fourth paragraph is revised to read:*

32 **(October 18, 2013 Tacoma GSP)**

33

34 The bidder shall submit the following completed forms:

35 City of Tacoma – Equity in Contracting Utilization Form

36

37 **1-02.7 Bid Deposit**

38 **(April 1, 2012 Tacoma GSP)**

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

40

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

49

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

1
2 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be
3 followed. No variations from the language thereof will be accepted.
4

5 **1-02.9 Delivery of Proposal**
6 **(May 17, 2018 APWA GSP, Option A)**

7 *Delete this section and replace it with the following:*
8

9 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
10 Project Number as stated in the Call for Bids clearly marked on the outside of the
11 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
12 delivery.
13

14 To be considered responsive on a FHWA-funded project, the Bidder may be required to
15 submit the following items, as required by Section 1-02.6:
16

- 17 • DBE Written Confirmation Document from each DBE firm listed on the Bidder's
- 18 completed DBE Utilization Certification (WSDOT 272-056)
- 19 • Good Faith Effort (GFE) Documentation
- 20 • DBE Bid Item Breakdown (WSDOT 272-054)
- 21 • DBE Trucking Credit Form (WSDOT 272-058)
22

23 These documents, if applicable, shall be received either with the Bid Proposal or as a
24 supplement to the Bid. These documents shall be received **no later than 24 hours** (not
25 including Saturdays, Sundays and Holidays) after the time for delivery of the Bid
26 Proposal.
27

28 If submitted after the Bid Proposal is due, the document(s) must be submitted in a
29 sealed envelope labeled the same as for the Proposal, with "Supplemental Information"
30 added. All other information required to be submitted with the Bid Proposal must be
31 submitted with the Bid Proposal itself, at the time stated in the Call for Bids.
32

33 The Contracting Agency will not open or consider any Bid Proposal that is received after
34 the time specified in the Call for Bids for receipt of Bid Proposals, or received in a
35 location other than that specified in the Call for Bids. The Contracting Agency will not
36 open or consider any "Supplemental Information" (DBE confirmations, or GFE
37 documentation) that is received after the time specified above, or received in a location
38 other than that specified in the Call for Bids.
39

40
41 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
42 **(July 23, 2015 APWA GSP)**
43

44 *Delete this section, and replace it with the following:*
45

46 After submitting a physical Bid Proposal to the Contracting Agency, the Bidder may
47 withdraw, revise, or supplement it if:
48

- 49 1. The Bidder submits a written request signed by an authorized person and
50 physically delivers it to the place designated for receipt of Bid Proposals, and

2. The Contracting Agency receives the request before the time set for receipt of Bid Proposals, and
3. The revised or supplemented Bid Proposal (if any) is received by the Contracting Agency before the time set for receipt of Bid Proposals.

If the Bidder's request to withdraw, revise, or supplement its Bid Proposal is received before the time set for receipt of Bid Proposals, the Contracting Agency will return the unopened Proposal package to the Bidder. The Bidder must then submit the revised or supplemented package in its entirety. If the Bidder does not submit a revised or supplemented package, then its bid shall be considered withdrawn.

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

1-02.13 Irregular Proposals (October 18, 2013 Tacoma GSP)

Delete this section and replace it with the following:

1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified when so required;
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
 - g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
 - h. The bidder fails to submit or properly complete the EIC forms as required in Section 1-02.6;
 - i. The Bid Proposal does not constitute a definite and unqualified offer to meet the material terms of the Bid invitation; or
 - j. 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 reject if:
 - a. The Proposal does not include a unit price for every Bid item;
 - b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
 - c. Receipt of Addenda is not acknowledged;
 - d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
 - e. If Proposal form entries are not made in ink.

**1-02.14 Disqualification of Bidders
(October 18, 2013 Tacoma GSP)**

Delete this section and replace it with the following:

A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women's Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency; or
10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in the Statement of Qualifications 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.

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

11
12 **1-02.15 Pre Award Information**
13 **(August 14, 2013 APWA GSP)**
14

15 *Revise this section to read:*
16

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

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

30
31 **END OF SECTION**
32
33

1
2 **1-03 AWARD AND EXECUTION OF CONTRACT**

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

6 *Revise the first paragraph to read:*

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

19
20 **1-03.1(1) Identical Bid Totals**
21 **(January 4, 2016 APWA GSP)**

22 *Revise this section to read:*

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

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

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

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

46 *Revise this section to read:*

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

1
2 Within 10 calendar days after the award date, the successful bidder shall return the
3 signed Contracting Agency-prepared contract, an insurance certification as required by
4 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
5 execution of the contract by the Contracting Agency, the successful bidder shall provide
6 any pre-award information the Contracting Agency may require under Section 1-02.15.
7

8 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
9 Agency nor shall any work begin within the project limits or within Contracting Agency-
10 furnished sites. The Contractor shall bear all risks for any work begun outside such
11 areas and for any materials ordered before the contract is executed by the Contracting
12 Agency.
13

14 If the bidder experiences circumstances beyond their control that prevents return of the
15 contract documents within the calendar days after the award date stated above, the
16 Contracting Agency may grant up to a maximum of 10 additional calendar days for
17 return of the documents, provided the Contracting Agency deems the circumstances
18 warrant it.
19

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

22 *Delete the first paragraph and replace it with the following:*
23

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

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

1 signed by the president or vice president, unless accompanied by written proof of
2 the authority of the individual signing the bond(s) to bind the corporation (i.e.,
3 corporate resolution, power of attorney, or a letter to such effect signed by the
4 president or vice president).
5

6 **1-03.5 Failure to Execute Contract**
7 **(April 15, 2020 Tacoma GSP)**

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

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

16
17 **END OF SECTION**
18

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

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

7 *Revise the second paragraph to read:*
8

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

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

20
21 **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.

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

5
6 Each submittal shall indicate the intended use of the item in the work. When catalog
7 pages are submitted, applicable items shall be clearly identified. The current revision,
8 issue number, and data shall be indicated on all drawings and other descriptive data.
9

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

13
14 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the
15 following information on each submittal, in a clear space on the front of the submittal:
16

- 17 • Project Name: Blair Switch Replacement
- 18 • Project Specification Number: TR23-0234F
- 19 • Project No. RAL-00129
- 20 • Submittal Date
- 21 • Description of Submittal
- 22 • Sequential, unique submittal number.
- 23 • Related Specification Section and/or plan sheet
- 24 • The following statement: "This document has been detail-checked for accuracy of
25 content and for compliance with the Contract documents. The information
26 contained herein has been fully coordinated with all involved Subcontractors."
27 • Printed or typed name and signature of Contractor.

28
29 When submitting product data, the Contractor shall modify drawings to delete any
30 information not applicable to the project and add information that is applicable to the
31 project. The Contractor shall mark copies of printed material to clearly identify the
32 pertinent materials, products or models.
33

34 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional
35 characteristics of product or material and full range of colors available. Field samples
36 and mock-ups, where required, shall be erected at the project site where directed by the
37 Engineer.
38

39 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in
40 submittals from requirements of the Contract documents.
41

42 The City shall not be responsible for delays in reviewing submittals not submitted in
43 accordance with these specifications.
44

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

46

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

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

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

1-05.3(4) Resubmittals

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

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

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

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

3
4 **1-05.4(1) Roadway and Utility Surveys**
5 **(October 1, 2005 APWA GSP)**
6

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

- 10 1. Slope stakes for establishing grading;
11 2. Curb grade stakes;
12 3. Centerline finish grade stakes for pavement sections wider than 25 feet; and
13 4. Offset points to establish line and grade for underground utilities such as water,
14 sewers, and storm drains.
15

16 On alley construction projects with minor grade changes, the Engineer shall provide only
17 offset hubs on one side of the alley to establish the alignment and grade.
18

19 **1-05.4(2) Bridge and Structure Surveys**
20 **(October 1, 2005 APWA GSP)**
21

22 For all structural work such as bridges and retaining walls, the Contractor shall retain as
23 a part of Contractor's organization an experienced team of surveyors.
24

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

- 27 1. Centerline or offsets to centerline of the structure.
28 2. Stations of abutments and pier centerlines.
29 3. A sufficient number of bench marks for levels to enable the Contractor to set
30 grades at reasonably short distances.
31 4. Monuments and control points as shown in the Plans.
32

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

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

41

42 During the progress of the work, the Contractor shall make available to the Engineer all
43 field books including survey information, footing elevations, cross sections and
44 quantities.
45

46 The Contractor shall be fully responsible for the close coordination of field locations and
47 measurements with appropriate dimensions of structural members being fabricated.
48
49
50

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

3 *Supplement this section with the following:*
4

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

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

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

26
27 No adjustment in Contract time or compensation will be allowed because of the delay in
28 the performance of the work attributable to the exercise of the Contracting Agency's
29 rights provided by this Section.

30
31 The rights exercised under the provisions of this section shall not diminish the
32 Contracting Agency's right to pursue any other avenue for additional remedy or
33 damages with respect to the Contractor's failure to perform the work as required.
34

35 **1-05.11 Final Inspection**

36 *Delete this section and replace it with the following:*
37

38 **1-05.11 Final Inspections and Operational Testing**
39 **(October 1, 2005 APWA GSP)**
40

41 **1-05.11(1) Substantial Completion Date**
42

43 When the Contractor considers the work to be substantially complete, the Contractor
44 shall so notify the Engineer and request the Engineer establish the Substantial
45 Completion Date. The Contractor's request shall list the specific items of work that
46 remain to be completed in order to reach physical completion. The Engineer will
47 schedule an inspection of the work with the Contractor to determine the status of
48 completion. The Engineer may also establish the Substantial Completion Date
49 unilaterally.
50

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

7
8 Upon receipt of written notice concurring in or denying substantial completion, whichever
9 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
10 interruption, the work necessary to reach Substantial and Physical Completion. The
11 Contractor shall provide the Engineer with a revised schedule indicating when the
12 Contractor expects to reach substantial and physical completion of the work.

13
14 The above process shall be repeated until the Engineer establishes the Substantial
15 Completion Date and the Contractor considers the work physically complete and ready
16 for final inspection.

17 18 **1-05.11(2) Final Inspection and Physical Completion Date**

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

30
31 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
32 written notice listing the deficiencies, the Engineer may, upon written notice to the
33 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
34 Section 1-05.7.

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

38
39 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
40 Contracting Agency, in writing, of the date upon which the work was considered
41 physically complete. That date shall constitute the Physical Completion Date of the
42 Contract, but shall not imply acceptance of the work or that all the obligations of the
43 Contractor under the contract have been fulfilled.

44 45 **1-05.11(3) Operational Testing**

46
47 It is the intent of the Contracting Agency to have at the Physical Completion Date a
48 complete and operable system. Therefore, when the work involves the installation of
49 machinery or other mechanical equipment; street lighting, electrical distribution or signal
50 systems; irrigation systems; buildings; or other similar work it may be desirable for the
51 Engineer to have the Contractor operate and test the work for a period of time after final

1 inspection but prior to the physical completion date. Whenever items of work are listed in
2 the Contract Provisions for operational testing they shall be fully tested under operating
3 conditions for the time period specified to ensure their acceptability prior to the Physical
4 Completion Date. During and following the test period, the Contractor shall correct any
5 items of workmanship, materials, or equipment which prove faulty, or that are not in first
6 class operating condition. Equipment, electrical controls, meters, or other devices and
7 equipment to be tested during this period shall be tested under the observation of the
8 Engineer, so that the Engineer may determine their suitability for the purpose for which
9 they were installed. The Physical Completion Date cannot be established until testing
10 and corrections have been completed to the satisfaction of the Engineer.

11
12 The costs for power, gas, labor, material, supplies, and everything else needed to
13 successfully complete operational testing, shall be included in the unit Contract prices
14 related to the system being tested, unless specifically set forth otherwise in the proposal.

15
16 Operational and test periods, when required by the Engineer, shall not affect a
17 manufacturer's guaranties or warranties furnished under the terms of the Contract.

18
19 *Add the following new section:*

20
21 **1-05.12(1) One-Year Guarantee Period**
22 **(March 8, 2013 APWA GSP)**

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

34
35 When corrections of defects are made, the Contractor shall then be responsible for
36 correcting all defects in workmanship and materials in the corrected work for one year
37 after acceptance of the corrections by Contracting Agency.

38
39 This guarantee is supplemental to and does not limit or affect the requirements that the
40 Contractor's work comply with the requirements of the Contract or any other legal rights
41 or remedies of the Contracting Agency.

42
43 **1-05.13 Superintendents, Labor and Equipment of Contractor**
44 **(August 14, 2013 APWA GSP)**

45
46 *Delete the sixth and seventh paragraphs of this section.*
47
48
49
50

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

3 *Revise the second paragraph to read:*

4
5 All correspondence from the Contractor shall be directed to the Project Engineer. All
6 correspondence from the Contractor constituting any notification, notice of protest, notice
7 of dispute, or other correspondence constituting notification required to be furnished
8 under the Contract, must be in paper format, hand delivered or sent via mail delivery
9 service to the Project Engineer's office. Electronic copies such as e-mails or
10 electronically delivered copies of correspondence will not constitute such notice and will
11 not comply with the requirements of the Contract.

12
13 *Add the following new section:*

14
15 **1-05.16 Water and Power**
16 **(October 1, 2005 APWA GSP)**

17
18 The Contractor shall make necessary arrangements, and shall bear the costs for power
19 and water necessary for the performance of the work, unless the Contract includes
20 power and water as a pay item.
21
22
23

SUBMITTAL TRANSMITTAL FORM

Blair Switch Replacement
Project Number RAL-00129
Specification No. TR23-0234F

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

35 **END OF SECTION**
36

1
2 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**
3

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

6 *Supplement this section with the following:*
7

8 In cases of conflict between different safety regulations, the more stringent regulation
9 shall apply.
10

11 The Washington State Department of Labor and Industries shall be the sole and
12 paramount administrative agency responsible for the administration of the provisions of
13 the Washington Industrial Safety and Health Act of 1973 (WISHA).
14

15 The Contractor shall maintain at the project site office, or other well known place at the
16 project site, all articles necessary for providing first aid to the injured. The Contractor
17 shall establish, publish, and make known to all employees, procedures for ensuring
18 immediate removal to a hospital, or doctor's care, persons, including employees, who
19 may have been injured on the project site. Employees should not be permitted to work
20 on the project site before the Contractor has established and made known procedures
21 for removal of injured persons to a hospital or a doctor's care.
22

23 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
24 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
25 from their failure, or improper maintenance, use, or operation. The Contractor shall be
26 solely and completely responsible for the conditions of the project site, including safety
27 for all persons and property in the performance of the work. This requirement shall
28 apply continuously, and not be limited to normal working hours. The required or implied
29 duty of the Engineer to conduct construction review of the Contractor's performance
30 does not, and shall not, be intended to include review and adequacy of the Contractor's
31 safety measures in, on, or near the project site.
32

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

35 *Supplement this section with the following:*
36

37 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in
38 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications
39 for Road, Bridge, and Municipal Construction.
40

41 **1-07.2(3) Services**
42

43 The Contractor shall not collect retail sales tax from the Contracting Agency on any
44 contract wholly for professional or other services (as defined in Washington State
45 Department of Revenue Rules 138 and 244).
46

47 **1-07.9 Wages**
48
49
50

1 **1-07.9(5) Required Documents**

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

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

4
5 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
6 subcontractors or agents.

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

9
10 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
11 dollar amount paid to each employee for each employee classification.

12
13 Where fringe benefits are paid into approved plans, funds, or programs, the amount of
14 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified
15 Payroll Affirmation form.

16
17 **(July 18, 2016 APWA GSP, Option C)**

18 *Supplement this section with the following:*

19
20 **Voluntary Minority, Small, Veteran and Women's Business Enterprise (MSVWBE)**
21 **Participation**

22
23 **General Statement**

24 Voluntary goals for minority, small, veteran and women business enterprises are
25 included in this Contract. The Contractor is encouraged to utilize MSVWBEs in
26 accordance with these Specifications, RCW 39.19 and Executive Order 13-01 (issued by
27 the Governor of Washington on May 10, 2013).

28
29 No preference will be included in the evaluation of the Contractor's Proposal or Bid; no
30 minimum level of MSVWBE participation is required as a condition of award or
31 completion of the Contract; and a Proposal or Bid will not be rejected or considered non-
32 responsive on that basis.

33
34 The goals are voluntary and outreach efforts to provide MSVWBEs maximum practicable
35 opportunities are encouraged.

36
37 **Non-Discrimination**

38 Contractors shall not create barriers to open and fair opportunities for all businesses,
39 including MSVWBEs, to participate in the Work on this Contract. This includes the
40 opportunity to compete for subcontracts as sources of supplies, equipment, construction
41 or services.

42
43 The Contractor shall make Voluntary MSVWBE Participation a part of all subcontracts
44 and agreements entered into as a result of this Contract.

45
46 **Voluntary MSVWBE Participation Goals**

47 Goals for voluntary MSVWBE participation have been established as a percentage of
48 Contractor's total Bid amount.

1 The Contracting Agency has established the following voluntary goals:

2		
3	Minority	10%
4	Small	5%
5	Veteran	5%
6	Women	6%
7		

8 Amounts paid to an MSVWBE will be credited to every voluntary goal in which they are
9 eligible. In other words participation may be credited for participation in more than one
10 category. If the Contractor is a MSVWBE their Work will be credited to the voluntary
11 goals in which they are eligible.

12 **Definitions**

13 **Minority Business Enterprise (MBE)** – A minority owned business meeting the
14 requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State
15 Office of Minority & Women’s Business Enterprises.

16 **Small Business** – A business meeting the Washington State requirements for a “Small
17 business”, “Minibusiness” or “Microbusiness as defined in RCW 39.26.010 and included
18 on the WSDOT Office of Equal Opportunity list of Small Businesses at
19 <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>
20

21 **Veteran Business** – A veteran owned business meeting the requirements of RCW
22 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of Veteran
23 Businesses at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>
24

25 **Women Business Enterprise (WBE)** – A women owned business meeting the
26 requirements of RCW 39.19 and WAC 326-20 and certified by the Washington State
27 Office of Minority & Women’s Business Enterprises.

28 **MSVWBE Inclusion Plan**

29 A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of Work
30 on the project. The plan is submitted for the Contracting Agency’s information. Approval
31 of the plan is not required; an incomplete plan will be returned for correction and
32 resubmittal. The plan shall include the information identified in the guidelines at
33 <http://www.wsdot.wa.gov/EqualOpportunity/MSVWBE.htm>.
34

35 **MSVWBE Reporting**

36 An end of project Report of Amounts Paid to MSVWBEs shall be submitted to the
37 Engineer after Physical Completion of the Contract. The end of project report is due 20
38 calendar days after the physical completion of the project has been issued.

39 The end of project report shall include payments to all eligible businesses regardless of
40 their listing on the MSVWBE Inclusion Plan. If the Contractor is a MSVWBE the amounts
41 paid by the Contracting Agency for Work performed by the Contractor shall also be
42 reported.

43 **MSVWBE Payment**

44 All costs for implementation of the requirements for Voluntary MSVWBE Participation
45 shall be included in the associated items of Contract Work.
46
47
48
49
50
51

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

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

5 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
6 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
7 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
8 Contractor shall immediately discontinue work and initiate treatment according to the
9 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
10 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
11 the City stormwater system.
12

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

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

32 *This section is revised to read:*
33

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

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

46 **Implementation Requirements**

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

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

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

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

15 **SPCC Plan Element Requirements**

16 The SPCC Plan shall set forth the following information in the following order:
17

- 18 1. **Responsible Personnel**
19 Identify the name(s), title(s), and contact information, including a 24/7 emergency
20 contact number, for the personnel responsible for implementing and updating the
21 plan, including all spill responders.
22
- 23 2. **Spill Reporting**
24 List the names and telephone numbers of the Federal, State, and local agencies
25 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
26 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
27 City Source Control Spill Response number at 253.502.2222.
28
- 29 3. **Project and Site Information**
30 Describe the following items:
31 A. The project Work.
32 B. The site location and boundaries.
33 C. The drainage pathways from the site, including both stormwater and sanitary
34 conveyance pathways.
35 D. Nearby waterways and sensitive areas and their distances from the site.
36
- 37 4. **Potential Spill Sources**
38 Describe each of the following for all potentially hazardous materials brought or
39 generated on-site (including materials used for equipment operation, refueling,
40 maintenance, or cleaning):
41 A. Name of material and its intended use.
42 B. Estimated maximum amount on-site at any one time.
43 C. Location(s) (including any equipment used below the ordinary high water line)
44 where the material will be staged, used, and stored and the distance(s) from
45 nearby waterways and sensitive areas.
46 D. Decontamination location and procedure for equipment that comes into
47 contact with the material.
48 E. Disposal procedures.
49 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
50 material.
51
52

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

1 9. Project Site Map

2 Provide a map showing the following items:

3 A. Site location and boundaries.

4 B. Site access roads.

5 C. Drainage pathways from the site.

6 D. Nearby waterways and sensitive areas.

7 E. Hazardous materials, equipment, and decontamination areas identified in 4,
8 above.

9 F. Pre-existing contamination or contaminant sources described in 5, above.

10 G. Spill prevention and response equipment described in 7 and 8, above.

11
12 10. Spill Report Forms

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

15
16 **Payment**

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

19
20 "SPCC Plan," lump sum.

21
22 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor
23 shall receive 50-percent of the lump sum Contract price for the plan.

24
25 The remaining 50-percent of the lump sum price will be paid after the materials and
26 equipment called for in the plan are mobilized to the project.

27
28 The lump sum payment for "SPCC Plan" shall be full pay for:

29
30 1. All costs associated with creating the accepted SPCC Plan.

31
32 2. All costs associated with providing and maintaining the on-site spill prevention
33 equipment described in the accepted SPCC Plan.

34
35 3. All costs associated with providing and maintaining the on-site standby spill
36 response equipment and materials described in the accepted SPCC Plan.

37
38 4. All costs associated with implementing the spill prevention measures identified in
39 the accepted SPCC Plan.

40
41 5. All costs associated with updating the SPCC Plan as required by this
42 Specification.

43
44 As to other costs associated with releases or spills, the Contractor may request payment
45 as provided for in the Contract. No payment shall be made if the release or spill was
46 caused by or resulted from the Contractor's operations, negligence, or omissions.

47
48 **1-07.16 Protection and Restoration of Property**

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

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

5 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not
6 occur unless approved by the Engineer. All stockpile sites shall be restored to as good
7 or better condition.
8

9 The Contractor shall contact all property owners and tenants in the vicinity of this project,
10 via newsletter/mailling, a minimum of one (1) week prior to start of construction. The
11 Contractor shall submit a draft of the property owner notification prior to posting/mailling.
12

13 The newsletter/mailling shall advise the owners and tenants of the construction schedule
14 and indicate the Contractor's name, contact person, and telephone numbers.
15

16 **1-07.17 Utilities and Similar Facilities**
17 **(March 7, 2017 Tacoma GSP)**

18 *The first paragraph is supplemented with the following:*
19

20 Public and private utilities or their Contractors will furnish all work necessary to adjust,
21 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or
22 these Special Provisions. Such adjustment, relocations, replacement, or construction
23 will be done within the time for performance of this project. The Contractor shall
24 coordinate their work with such adjustment, relocation, or replacement of utility work.
25 This may require the Contractor to phase their work in a manner that will allow for the
26 utility work.
27

28 The Contractor shall coordinate their work with all utilities and other organizations, which
29 have to adjust or revise their facilities within the project area. These may include, but
30 are not limited to:
31

- 32 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 33 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 34 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 35 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
36 Brian.Munson@Rainierconnect.net
- 37 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790;
38 michael.klapperich@pse.com OR Amber Uhls, Gas, phone: (253) 476-6137;
39 amber.uhls@pse.com
- 40 • Lumen, Contact: Al (Aliyah) Skaro; relocations@lumen.com
- 41 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955;
42 todd_gallant@cable.comcast.com
- 43 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425)
44 896-9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve
45 Duppenthaler, phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson,
46 phone: (425) 896-9839; roberta.anderson@sienaengineeringgroup.com
- 47 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 48 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 49 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 50 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123

- T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725;
sschauer@cogentco.com
- Zayo, Washington; zayo.relo.washington@zayo.com and CC:
phil.braum@zayo.com

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

1-07.18 Public Liability and Property Damage Insurance

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

1-07.18 Insurance

(December 17, 2019 Tacoma GSP)

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

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic

(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

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

1-07.23(1) Construction under Traffic

(March 1, 2004 Tacoma GSP)

This section is supplemented with the following:

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

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

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

5
6 A safe pedestrian access shall be provided at all times through the project area. All lane
7 closures shall be coordinated with the adjacent businesses, other contractors working
8 within the project vicinity, local transit agencies and the City.

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

16
17 The Contractor shall notify all property owners and tenants of detours, street and alley
18 closures, or other restrictions that may interfere with their access. Notification shall be at
19 least twenty-four (24) hours in advance for residential property, and at least forty-eight
20 (48) hours in advance for commercial property.

21
22 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
23 times. In addition, the Contractor shall coordinate Contractor activities with all disposal
24 firms and transit bus service that may be operating in the project area.

25
26 If street closures or lane restrictions, not provided for in the Specifications, are allowed
27 subsequent to award of the contract, an equitable adjustment of the Contract amount
28 shall be negotiated.

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

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

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

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

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

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

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

36

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

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

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

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

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

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

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

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

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

1
2 **1-08 PROSECUTION AND PROGRESS**

3
4 *Add the following new section:*

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

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

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

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

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

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

27
28 *Add the following new section:*

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

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

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

45
46 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
47 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be
48 subject to noise control requirements. Approval to continue work during these hours
49 may be revoked at any time the Contractor exceeds the Contracting Agency's noise
50 control regulations or complaints are received from the public or adjoining property

owners regarding the noise from the Contractor's operations. The Contractor shall have no claim for damages or delays should such permission be revoked for these reasons.

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

Add the following new section:

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

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

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

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

The eighth paragraph is revised to read:

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

**1-08.1 Subcontracting
(*****)**

Delete the eighth paragraph, beginning with "The Contractor shall not use businesses..."

1 *Delete the ninth paragraph, beginning with "On all projects, the Contractor shall*
2 *certify...".*

3
4 *Add the following new section:*

5
6 **1-08.1 (2) Subcontracting – Equity In Contracting**
7 **(*****)**

8
9 Contractor shall follow all Equity in Contracting Program Regulations included in Part III
10 and these Regulations shall be considered part of the Contract.

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 **130** 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
2 **1-09 MEASUREMENT AND PAYMENT**

3
4 **1-09.2(1) General Requirements for Weighing Equipment**
5 **(July 23, 2015 APWA GSP, Option 2)**
6

7 *Revise item 4 of the fifth paragraph to read:*
8

- 9 4. Test results and scale weight records for each day's hauling operations are
10 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027,
11 Scaleman's Daily Report, unless the printed ticket contains the same information
12 that is on the Scaleman's Daily Report Form. The scale operator must provide
13 AM and/or PM tare weights for each truck on the printed ticket.
14

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

17 *Supplement this Section with the following:*
18

19 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
20 all items to be paid per force account, only to provide a common proposal for Bidders.
21 All such dollar amounts are to become a part of Contractor's total bid. However, the
22 Contracting Agency does not warrant expressly or by implication, that the actual amount
23 of work will correspond with those estimates. Payment will be made on the basis of the
24 amount of work actually authorized by Engineer.
25

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

27 *Item #3 of this Section is supplemented with the following:*
28

29 The Contractor shall submit a comprehensive summary list of all equipment anticipated
30 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.
31 The list shall include the contractor's equipment number, make, model, year, operation
32 rate, standby rate, applicable attachments and any other applicable information
33 necessary to determine the applicable rates in accordance with this section. In addition,
34 the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com)
35 for each piece of equipment in the summary list. Access to the Equipment Watch web
36 site is available at the City's Construction Management Office.
37

38 **1-09.9 Payments**
39 **(March 13, 2012 APWA GSP)**
40

41 *Delete the first four paragraphs and replace them with the following:*
42

43 The basis of payment will be the actual quantities of Work performed according to the
44 Contract and as specified for payment.
45

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

1 information available. The Project Engineer's determination of the cost of work shall be
2 final.

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

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

14
15 The value of the progress estimate will be the sum of the following:

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

25
26 Progress payments will be made in accordance with the progress estimate less:

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

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

36
37 *This section is supplemented with the following:*
38 **(January 6, 2015 Tacoma GSP)**
39

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

45
46 Stockpiled Material - The point of acceptance of stockpiled material for payment and
47 quality shall be at the time of incorporation into the contract.
48

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
2 **1-10 TEMPORARY TRAFFIC CONTROL**
3

4 **1-10.1(2) Description**

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

6 *The first sentence of the fourth paragraph is revised to read:*
7

8 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times
9 except when Work requires closure(s) that have been requested and approved in
10 accordance with section 1-10.2(2).
11

12 *The third sentence of the fourth paragraph is revised to read:*
13

14 Approved lane and ramp closures shall be for the minimum time required to complete
15 the Work.
16

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

19 Only uniformed off-duty police officers shall be used to control traffic when it is
20 necessary to override or provide traffic control at signalized intersections. Off-duty City
21 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma
22 PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by
23 contacting the Tacoma PD first as stated below.
24

25 The City will make all necessary temporary adjustments to existing traffic signals and
26 traffic signal activators.
27

28 Existing signs shall not be removed until the Contractor has provided for temporary
29 measures sufficient to safeguard and direct traffic after existing signs have been
30 removed. Preservation of temporary traffic control and street name signs shall be the
31 sole responsibility of the Contractor.
32

33 As the work progresses and permits, temporarily relocated and/or removed traffic signs
34 shall be reset in their permanent location. Permanent signs and other traffic control
35 devices damaged or lost by the Contractor shall be replaced or repaired at the
36 Contractor's expense.
37

38 **Traffic Control Management**

39 **1-10.2(1) General**

40 **(January 3, 2017)**

41 *Section 1-10.2(1) is supplemented with the following:*
42

43 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
44 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
45 following:
46

47 The Northwest Laborers-Employers Training Trust
48 27055 Ohio Ave.
49 Kingston, WA 98346
50 (360) 297-3035
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
41

42 **END OF SECTION**
43
44
45
46
47
48
49
50
51

1 **2-14 PAVEMENT REMOVAL**
2 **(March 17, 2003 Tacoma GSP)**
3

4 **2-14.1 Description**
5

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

9 **2-14.2 Pavement Classification**
10

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

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

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

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

2-14.3 Construction Requirements

All final meet lines shall be sawcut.

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

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

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

2-14.4 Measurement

Pavement removal will be measured per square yard.

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

2-14.5 Payment

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

"Remove Existing Pavement, Type ____ Class ____", per square yard

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

END OF SECTION

1
2 **2-15 CURB AND CURB AND GUTTER REMOVAL**
3 **(March 17, 2003 Tacoma GSP)**
4

5 **2-15.1 Description**
6

7 The Work described in this section includes the complete removal and disposal of curbs
8 and curb and gutter identified on the Plans or as marked in the field.
9

10 **2-15.2 Curb Classification**
11

12 Removal of curb and/or curb and gutter will be based on composition, as defined below:
13

14 **Integral Curb** - Integral curb shall consist of curb that is constructed monolithic with the
15 adjacent cement concrete pavement.
16

17 **Curb** - Curb may consist of cement concrete curb, granite curb, or any other
18 combination of rigid material that extends below the pavement surface elevation.
19

20 **Extruded/Precast Curb** - Extruded or precast curb may consist of asphalt or concrete
21 extruded or precast curb that is installed on a pavement surface.
22

23 **Curb and Gutter** - Curb and gutter may be cement concrete, or a cement concrete curb
24 with a brick gutter on a cement concrete base, or other combination of rigid material.
25

26 **2-15.3 Construction Requirements**
27

28 Integral curb removal shall consist of the removal of the curb and the integral base
29 section under the curb. The removal shall be accomplished by sawcutting along the
30 face of the curb.
31

32 The removal of the curb and/or curb and gutter shall be conducted in such a manner as
33 not to damage utilities and any portion of the improvement that is to remain in place.
34 Any deviation in this matter will obligate the Contractor, at no expense to the Contracting
35 Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the
36 Engineer.
37

38 **2-15.4 Measurement**
39

40 Curb and curb and gutter removal will be measured per linear foot.
41

42 **2-15.5 Payment**
43

44 Payment will be made in accordance with Section 1-04.1.
45

46 "Remove Integral Curb", per linear foot
47

48 "Remove Curb", per linear foot
49

50 "Remove Extruded/Precast Curb", per linear foot
51

1 "Remove Curb and Gutter", per linear foot

2

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

5

6

7 **END OF SECTION**

8

9

1
2 **2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.**
3 **(March 17, 2003 Tacoma GSP)**
4

5 **2-16.1 Description**
6

7 The Work described in this section includes the complete removal and disposal of catch
8 basins, manholes, and curb inlets as identified on the Plans.
9

10 **2-16.2 Vacant**
11

12 **2-16.3 Construction Requirements**
13

14 Where the structures are removed, the excavation shall be backfilled with native material
15 if deemed suitable by the Engineer or imported backfill material.
16

17 Material determined by the Engineer to be unsuitable at the time of excavation shall be
18 removed and replaced with imported backfill material. Payment will be made at the unit
19 contract price of the item in the proposal, or as extra work under Section 1-04.4 if not
20 included as an item in the proposal.
21

22 All pipe openings shall be plugged in accordance with 7-08.3(4).
23

24 The removal of the structures shall be conducted in such a manner as not to damage
25 utilities and any portion of the improvement that is to remain in place. Any deviation in
26 this matter will obligate the Contractor, at no expense to the Contracting Agency, to
27 repair, replace, or otherwise make proper restoration to the satisfaction of the Engineer.
28

29 **2-16.4 Measurement**
30

31 The removal of catch basins, manholes, and curb inlets will be measured per each.
32

33 **2-16.5 Payment**
34

35 Payment will be made in accordance with Section 1-04.1.
36

37 "Remove Catch Basin", per each
38

39 "Remove Manhole", per each
40

41 "Remove Curb Inlet", per each
42

43 All costs associated with the placement and compaction of the backfill material shall be
44 included in the unit Contract price for removal.
45

46
47 **END OF SECTION**
48

1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**
2 **(April 1, 2018 Tacoma GSP)**
3

4 **8-01.1 Description**

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

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

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

11 *This section is revised to read:*
12

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

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

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

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

39 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

40 *This section is revised to read:*
41

42 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the
43 contact information for the ESC Lead shall be added to the Stormwater Pollution
44 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control
45 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current
46 Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current
47 Certified Professional in Erosion and Sediment Control (CPESC) certificate from a
48 course approved by the Washington State Department of Ecology. The CESCL or
49 CPESC shall be listed on the Emergency Contact List required under Section 1-
50 05.13(1).
51

1 The CESCL or CPESC shall direct implementation of the measures identified in the
2 SWPPP and as shown on the TESC plan. Implementation shall include, but is not
3 limited to the following:
4

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

36
37 Upon request, the file shall be provided to the Engineer for review.
38

39 **8-01.3(2) Seeding, Fertilizing, and Mulching**

40

41 **8-01.3(7) Stabilized Construction Entrance**

42 *The third paragraph is revised to read:*
43

44 When the contract requires a wheel wash in conjunction with the stabilized entrance, the
45 details for the wheel wash and the method for containing and treating the sediment-
46 laden runoff shall be included as part of the SWPPP and TESC Plan.
47
48
49

1
2 **8-01.3(8) Street Cleaning**

3 *The third paragraph is revised to read:*

4
5 Street washing with water shall not be permitted.

6
7 **8-01.3(9)D Inlet Protection**

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

9
10 When the depth of accumulated sediment and debris reaches approximately 1/3 the
11 height of an internal device or 1/3 the height of the external device (or less when so
12 specified by the manufacturer), or as designated by the Engineer, the sediment and
13 debris shall be removed and disposed of per SWMM BMP C220 or as specified on the
14 Plans or within the SWPPP.

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

17
18 Only bag-type filters are allowed for use in the public right of way.

19
20 **8-01.3(10) Wattles**

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

22
23 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On loose
24 soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5 inches deep, or
25 1/2 to 2/3 the thickness of the wattle.

26
27 **8-01.4 Measurement**

28 *The third paragraph is revised to read:*

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

32
33 *This section is supplemented with the following:*

34
35 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
36 Prevention Plan (SWPPP)".

37
38 No specific unit of measurement shall apply to the lump sum item "Dewatering Plan".

39
40 *Add the following new sections:*

41
42 **8-01.4(1) Lump Sum Bid for Project (No Unit Items)**

43
44 When the bid Proposal contains the item "Erosion/Water Pollution Control", there will be
45 no measurement of unit items for Work defined by Section 8-01.4 except as described in
46 Section 8-01.4(2). Also, except as described in Section 8-01.4(2), all of Sections 8-01.4
47 and 8-01.5 are deleted.

1
2 **8-01.4(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**
3

4 The Contract Provisions may establish the project as lump sum, in accordance with
5 section 8-01.4(1) and also include one or more of the items included above in section 8-
6 01.4. When that occurs, the corresponding measurement provision in Section 8-01.4 is
7 not deleted and the Work under that item will be measured as specified.
8

9 The bid proposal contains the item "Erosion/Water Pollution Control," lump sum and the
10 additional erosion control items listed below. The provisions of Section 8-01.4(1),
11 Section 8-01.4(2), and Section 8-01.5(2) shall apply.
12

13 "ESC Lead," per Day
14

15 "Inlet Protection," per each
16

17 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
18 Prevention Plan (SWPPP)".
19

20 No specific unit of measurement shall apply to the lump sum item "NPDES Construction
21 Stormwater General Permit".
22

23 **8-01.5 Payment**

24 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section*
25 *1-09.6 is revised to read:*
26

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

36 *This section is supplemented with the following:*
37

38 Where removal of erosion control BMPs is directed by the Engineer according to 8-
39 01.3(16) or according to these specification and the plans, removal shall be included in
40 the lump sum or unit cost for these respective BMPs.
41

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

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

5
6 “Temporary Erosion and Sediment Control BMP Maintenance”, Force Account or Lump
7 Sum. Any maintenance necessary due to stormwater events shall be paid by force
8 account. Any other maintenance needed shall be considered for the contractor’s benefit
9 and be paid by lump sum.

10
11 *Add the following new sections:*

12
13 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**

14
15 “Erosion/Water Pollution Control”, per lump sum

16
17 The lump sum contract price for “Erosion/Water Pollution Control” shall be full
18 compensation for all costs incurred by the Contractor in performing the Contract Work
19 defined in Section 8-01, except for costs compensated by Bid Proposal items inserted
20 through Contract Provisions as described in Section 8-01.5(2)

21
22 Where removal of erosion control BMPs is directed by the engineer according to 8-
23 01.3(16) or according to these specifications and the plans, removal shall be included in
24 the lump sum or unit cost for these respective BMPs.

25
26 **8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

27
28 The Contract Provisions may establish the project as lump sum, in accordance with
29 section 8-01.4(1) and also reinstate the measurement of one or more of the items
30 described in section 8-01.4. When that occurs, the corresponding payment provision in
31 Section 8-01.5 is not deleted and the Work under that item will be paid as specified.

32
33 This section is supplemented with the following:

34
35 “Inlet Protection,” per each

36
37 “Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum

38
39 The lump sum contract price for “Stormwater Pollution Prevention Plan (SWPPP)” shall
40 be full pay for all costs, including but not limited to, preparing, submitting, revising, and
41 resubmitting revisions for the Stormwater Pollution Prevention Plan.

42
43 “NPDES Construction Stormwater General Permit”, per lump sum

44
45 The lump sum contract price for “NPDES Construction Stormwater General Permit” shall
46 be full pay for all costs, including but not limited to, sampling, monitoring, reporting,
47 coordinating, inspecting, fees and any other expenses, materials and labor necessary to
48 fully comply with the requirements of the permit and terminate it upon completion of the
49 project.

50
51 **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 (if held), 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 10 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

1 so promptly. The Contractor shall not adjust or operate serviceable or functioning
2 railroad track or signal systems without prior written authorization from the appropriate
3 rail authority.

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

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

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

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

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

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

- 30
31 1. Replacement of the damaged equipment.
32
33 2. Any necessary inspection and testing of the system, before and
34 after repair or replacement of the damaged equipment.
35

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

38 ***Relations With Railroad***

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

43
44 Tacoma Rail
45

46 ***Protection of Railroad Property***

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

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

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

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

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

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

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

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

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

43
44 The Railroad Company's contact is:

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

47
48 No act of the Railroad Company in supervising or approving any work shall reduce
49 or in any way affect the liability of the Contractor for damages, expense, or cost
50 which may result to the Railroad Company from the construction of this Contract.
51

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 area(s) is site specific via public roadways. 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 10-feet of the centerline
12 of any railroad track without prior written approval of Tacoma Rail. Where work is
13 required within 10-feet of the track centerline, it shall be coordinated daily with
14 Tacoma Rail's representative.

15
16 The Contractor is responsible for establishing its own laydown area and must be
17 approved by Tacoma Rail.
18

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

22 Contact Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554
23

- 24 C. All track outages must be requested to Tacoma Rail a minimum of 72 hours in
25 advance of each outage.
26

27 What is the work window:

28 The work window will most likely be between the hours of 6 am and 5 pm, but may
29 be subject to change depending on Tacoma Rail's operational needs. A two-day
30 outage for a single switch and a four-day outage for a crossover shall be expected
31 for replacements.
32

33 Tacoma Rail has routine train movements along this section of track and may need
34 all tracks operational from time to time during construction. Therefore, the
35 contractor shall have the track under construction operational at the end of each
36 working day for nightly train operations unless otherwise approved in writing by
37 Tacoma Rail.
38

39 **8-30.4 Measurement**

40
41 This Section left vacant intentionally.
42

43 **8-30.5 Payment**

44
45 Payment for all work in this Section shall be included in other related bid items as stated
46 in the Bid Form.
47

48 The contract prices shall be full compensation for furnishing all labor, equipment, and
49 incidentals required to accomplish the submittal work.
50

51 **END OF SECTION**
52

8-31 RAILROAD TRACK IMPROVEMENTS

8-31.1 Description

The work under this section shall generally consist of rail relay, tie replacement, switch replacement, excavation, and raise, surface, line and dress within the project boundaries. The contractor is responsible for all labor, equipment, and material(s) necessary to complete the work. All work shall be in accordance with the Standard Plans, Specifications, and the American Railway Engineering and Maintenance-of-Way Association (AREMA), and shall conform to 49 CFR Part 213 requirements prescribed for Class II track if not already covered in other sections.

The contractor shall replace the cross ties marked in the field by the engineer. Tacoma Rail will mark ties to be replaced prior to the start of construction. The project anticipates replacing approximately 33% of the cross ties within specific areas of project limits. The contractor shall also remove and reuse the ties not marked for replacement within the excavation areas if applicable.

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

The Project's major categories of work is:

Switch and Cross Over Replacement and Removal:

The contractor shall remove and replace the crossover (Z10-J & -K) containing two existing #9 switches as called out within the project limits. Track center lines are 12'-9" apart. This work shall include replacing the existing switch rail, frog, points, switch ties, switch stands, and OTM to construct a fully operational switch. This cross over will require 8 pair of 112-115 comp bars. Replacement of rail and 33% ties will be included as called out on the plans.

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

The contractor shall remove and replace the existing #9 switch (Z10-I) as called out within the project limits. This work shall include replacing the existing switch rail, frog, points, switch ties, switch stands, and OTM to construct a fully operational switch. This switch will require 6 pair of 112-115 comp bars.

The contractor shall remove and replace the existing #7 switch (Z12-Ae) as called out within the project limits. This work shall include replacing the existing switch rail, frog, points, switch ties, switch stand, welding the joints on each rail ahead of the switch points, and OTM (including insulated joints) to construct a fully operational switch. This switch will require 1 pair of 112-115 comp bars.

The contractor shall remove and replace the existing #7 switch (Z12-I) as called out within the project limits. This work shall include replacing the existing switch rail, frog, points, switch ties, switch stand, welding the joints on each rail ahead of the switch points, and OTM to construct a fully operational switch. This switch will require 1 pair of 112-115 comp bars and insulated joints in the turnout.

1 The contractor shall remove and replace the existing #9 switch (Z12-F(w)) as called out
2 within the project limits. This work shall include replacing the existing switch rail, frog,
3 points, switch stand, switch ties, and OTM to construct a fully operational switch. This
4 switch will require 6 pair of 112-115 comp bars.

5
6 Within the remove and replace switch and crossover sections of this project excavation,
7 ballast, ties and raise, surface line and dress are separate items.

8 *Note the existing switch stands for Z10-1, Z12-Ae and Z12-I will be delivered to Tacoma
9 Rail as will the frog for Z12F(w).

10 11 Remove and Replace Rail:

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

16
17 Within the remove and replace rail section of this project excavation, ballast, tie
18 replacement, relocation of track, and raise, surface, line and dress are separate pay
19 items. The contractor shall replace the cross ties within the rail replacement area as
20 marked in the field by the engineer or as agreed upon during construction. It is
21 anticipated that 33% of the ties will need to be replaced in the remove and replace rail
22 sections of this project.

23 24 **8-31.2 Materials**

25
26 Certificates of compliance and records of tests, inspections, analysis and processes
27 shall be submitted to the Construction Inspector prior to material shipment. These
28 records shall be as required to demonstrate compliance with the latest A.R.E.M.A.
29 Standards/Chapters as appropriate to the specified track materials.

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

33 34 **8-31.2(1) Railroad Track Ballast**

35
36 Railway ballast shall be manufactured by mechanical crushing from ledge rock,
37 talus, or quarry rock, and shall have 100-percent fractured face. Track ballast
38 shall be in accordance with the latest version of A.R.E.M.A. manual, Chapter 1,
39 Part 2 (Ballast). The material from which railway ballast is manufactured shall
40 meet the following requirements:

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

42 B. *Degradation Factor: 15 minimum*

43 C. *Gradation: Gradation shall conform to A.R.E.M.A. Size #5.*

44
45 The contractor shall supply a sample, a one gallon bucket, of the material for
46 review as part of the material submittal.

47 48 **8-31.2(2) Track Spikes (A.R.E.M.A. Chapter 5, Part 2)**

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

2
3 Track bolts shall meet A.R.E.M.A. standard material, size, and shape.
4

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

6
7 Wood Ties:

8 All cross ties (8'-6") and switch ties shall be new grade, mixed hardwoods, and
9 shall conform to the latest AREMA and AWP specifications. All switch ties shall
10 be of the appropriate dimension and length required by the drawing referenced in
11 Section 8-31.2(9). The ties shall be of sound wood and well manufactured in
12 accordance with applicable specifications. All ties shall be furnished with end
13 plate anti-split devices and treatment shall consist of seven (7) 50-50
14 creosote/petroleum process conforming to AWP-C6 specifications.
15

16 **8-31.2(5) Joint Bars**

17
18 All joint bars shall be new domestic steel 6 hole, 36" joint bars 115RE standard
19 punch.
20

21 **8-31.2(6) Rail**

22
23 Rail for this project shall be new 115RE, AREMA head hardened domestic rail.
24 Rail shall be supplied in 80 foot lengths with not more than 10% short rails
25 between 33 feet and 39 feet in length unless otherwise approved in writing.
26

27 Other track material (OTM) shall consist of bolts, tie plates, joint bars, gauge
28 rods, spikes/fasteners, rail anchors, screw spikes, "e" clips, and compromise
29 bars.
30

31 **8-31.2(7) Tie Plates**

32
33 In all tangent sections of track all tie plates shall be new and shall conform to
34 A.R.E.M.A. Plan 8 -14" tie plates for 5-1/2" wide rail base.
35

36 In the curves, crossings, and switch areas of the project all tie plates shall be
37 new Pandrol style with "e" clips and new screw spikes designed for 115RE rail.
38
39

40 **8-31.2(8) Rail Anchors (A.R.E.M.A., Chapter 5, Part 7)**

41
42 Rail anchors shall be new and meet A.R.E.M.A. standard material, size, and
43 shape for drive-on style rail anchors.
44

45 **8-31.2(9) Turnouts**

46
47 Contractor shall supply complete new domestic, 115RE, insulated #9 and #7
48 turnouts as shown in the plans. Materials supplied for the switches will include:
49

50 All rail, switch points (excluding tip), frogs, and guard rails shall be DOMESTIC,
51 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 #7 and #9 AREMA turnout. Switches 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 Progress Rail 5' 0" U69 Raised Switch Point Guard Rail Assembly (drawing number P-207550) Adjustable Switch Point Guard or approved equivalent. Joint bars (6 hole) and bolts shall be included. Switch rods shall be installed with lock washers and cotter pins.

Switches shall come equipped with Ecoslide style switch point rollers designed for 16' 6" switch points and plates. Ensure compatibility with specific slide plates and switch point bolt patterns for proper operation.

All mixed hardwood switch ties, in accordance with AREMA guidelines, shall be included. Insulated Turnouts shall include all necessary insulated 6-hole joint bars.

Frogs (non-EDH) shall 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 shall be drilled for three (3) bolts to match the specified rail.

Guard Rails shall 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.

Switch stand shall 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 shall 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.

8-31.2(13) Insulated Joints

Insulated joints shall be Toughcoat Polybar non glued or approved equivalent.

1 **8-31.2(14) Compromise Joints**

2
3 All compromise joints shall be new domestic steel 6 hole, 36" bars 115RE to
4 112RE standard punch.
5

6 **8-31.3 Construction Requirements**

7
8 **8-31.3(1) General Requirements**

9
10 Track work shall be in conformance with the standards of the A.R.E.M.A. and the
11 requirements set forth in these Special Provisions. Workmanship shall be of the best
12 quality to produce a finished installation as specified.
13

14 The Contractor shall comply with all applicable FRA track and work place safety
15 regulations, and Tacoma Rail Rules. All contractor's and subcontractor's personnel
16 protective equipment (PPE) must include steel toed boots and high visibility safety
17 clothing (ANSI 2 or greater) at a minimum which must be worn while on Tacoma Rail
18 facilities. Contractors and subcontractors may implement more comprehensive PPE
19 requirements for their personnel and must comply with Tacoma Rail safety RULES.
20

21 The Contractor shall notify "One Call" Utility locate and locate existing underground
22 utilities in the area of work prior to any excavation.
23

24 **8-31.3(1)A Construction Surveying**

25 The City will provide survey control reference points for use by the Contractor's
26 surveyor. The Contractor shall be responsible for providing construction surveying to
27 establish grades and sections from the City provided information. All work shall be done
28 in accordance with Section 1-05.4 of the Standard Specifications.
29

30 **8-31.3(2) Demolition**

31
32 Locate, identify, and protect utilities that remain, from damage. Protect bench marks,
33 survey control points, and existing structures from damage or displacement.
34

35 Rail removal and replacement shall occur over the section of track shown in the plans.
36 The contractor shall remove all plates, spikes and bolts along with the existing rail and
37 replace the OTM as defined in 8-31.2 Materials. All costs for removing the old rail and
38 OTM shall be included in the unit pay item "Remove and Replace Rail".
39

40 The removal of the existing switches will be paid for under the unit pay item "Furnish and
41 Install 115#RE ____ Turnout". The switches are defined to be from the end of the stock
42 rails ahead of the switch points to the last long tie. The removal and disposal of all rail,
43 frogs, points, ties and other OTM including the switch stands within this area shall be
44 included in this pay item.
45

46 The removal of the existing switches (Z10-J and K) will be paid for under the unit pay
47 item "Furnish and Install 115#RE ____ Crossover". The crossover is defined to be from
48 the end of the stock rails ahead of the switch points to the opposite end of the stock rails
49 ahead of the switch points. The removal and disposal of all rail, frogs, ties and other
50 OTM including the switch stands within this area shall be included in this pay item.
51

Excluding the areas shown for 33% tie and rail replacement per the plans.

1 Costs for recycling the rail and other track material shall be credited to unit pay item
2 "Steel Recycle Recovery".
3

4 **8-31.3(2)F Railroad Tie Disposition**

5
6 The following information on tie disposal is provided for bidder information:
7

8 Railroad Tie Disposition 9

10 The contractor will be responsible for the removal and disposal of all railroad
11 ties to be replaced as a result of this project in accordance with applicable
12 Washington State and local regulations. Allowable disposal options include
13 sale to the public for retaining walls, fencing, structural timbers, and
14 landscape articles, sale to landscape supply businesses, and landfilling at a
15 permitted solid waste landfill **which will accept the wood**. The contractor
16 shall be responsible for all transportation of the ties as well as the securing of
17 any required disposal authorizations from the local health department and
18 any necessary laboratory analyses. Most ties may not be of sufficient quality
19 to be sold to the public and must be landfilled.
20

21 The proposal for this contract must include a plan for the disposal of the
22 wood which details how and where any sale to the public will occur and
23 where the unusable ties will be landfilled. The landfill proposal must also
24 include a description of the required permits, authorizations, analyses, or
25 other special requirements (such as size restrictions). The contractor must
26 supply a copy of any dump receipts to the project inspector. Any disposal
27 methods proposed other than those allowed above must be accompanied by
28 a detailed plan for the disposal alternative.
29

30 31 **8-31.3(2)G Rail Disposition**

32
33 The following information on Rail disposal is provided for bidder information:
34

35 Rail Disposition 36

37 The successful bidder will be responsible for the removal and disposal of all
38 rail/steel components not reused as part of this contract. 100% of all rail and
39 steel generated as a result of this project shall be recycled or resold and
40 other track material not being retained by Tacoma Rail. The contractor shall
41 provide receipts to the City showing the credit for recycling or reselling the
42 rail/steel. This credit will be accounted for in the unit line item "Steel Recycle
43 Recovery" at the end of the project. An estimated credit has been entered
44 into this line for the convenience of bidding.
45

46 The costs for removing and hauling the rail and OTM from the site to the
47 recycler or re-seller shall be included in associated unit cost price "Furnish
48 and Install 115# RE__ Turnout" or "Furnish and Install 115# RE__
49 Crossover".

1
2 **8-31.3(3) Excavation**
3

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

5
6 Protect bench marks, survey control points, and existing structures from damage or
7 displacement.

8
9 Excavation shall be done the full length of the excavation area as shown in the project
10 plans in order to establish subgrade. Excavation limits shall be six feet either side of
11 the center line of rail and the bottom of excavation shall be 8 inches below the existing
12 ties or 22 inches below the top of rail elevation.

13
14 All excavated material is considered contaminated and shall be hauled to the disposal
15 facility (LRI) by the contractor. Tacoma Rail will pay disposal fees directly to LRI.

16
17 To accommodate the excavation, the contractor shall remove and reuse all ties in the
18 excavation areas, other than those marked for replacement. All costs for excavation,
19 stockpiling, hauling to stockpile area, loading out from stockpiles and hauled to LRI,
20 shall be included in the unit pay item "Excavation, including Disposal & Haul".

21
22 All costs for removing and reusing the ties in the excavation areas shall be included in
23 the unit pay item "Excavation, including Disposal & Haul".
24

25 **8-31.3(4) Geotextile**
26

27 Geotextile shall be placed as recommended by the manufacturer and the following basic
28 guidelines:
29

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

32
33 2) Back-dump aggregate onto the fabric in such a manner to cushion and
34 protect the fabric. Do not allow construction equipment to operate directly on
35 the fabric.
36

37 All costs for installing the geotextile in areas that are to be excavated shall be placed in
38 the respective unit price pay items:
39

40 "Remove and Replace 115#RE ____ Turnout"

41 "Remove and Replace 115#RE ____ Crossover"
42

43 **8-31.3(5) Track Ballast**
44

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

48
49 Ballast shall be placed in all excavated limits.
50
51

1 **8-31.3(6) Ties**

2
3 The Contractor shall tamp all installed switch and cross ties and restore the track
4 bedding that is disturbed during the tamping process. After tamping, the cribs must be
5 properly filled in accordance with the standard ballast section.

6
7 Unless otherwise specified, cross ties in all curves shall be spaced at 19.5-inches on
8 center. Ties located on tangent track shall be installed at 21.5 inches on center. Space
9 shall be equidistant from all points and support rails at end of joint-bars. Ties shall be
10 moved only with tongs and shall not be moved or placed beneath rails with picks, mauls,
11 sledges or spiking hammers.

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

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

16
17 **8-31.3(7) Track Construction**

18
19 Track construction shall include the installation of ties and 115RE rail including all other
20 track materials (OTM) such as pandrol/standard plates, screw/cut spikes, elastic
21 fasteners, anchors, joint bars, bolts, etc.

22
23 The Contractor shall conduct track installation in a manner to avoid damage to adjacent
24 ties, rail, hardware, and other existing improvements along the Tacoma Rail tracks. All
25 damage to existing facilities shall be repaired by the Contractor at no cost to the
26 contract.

27
28 **8-31.3(7)A Tolerances**

29
30 Close tolerances are expected. Unless otherwise specified, the gauge, alignment, and
31 surface of the track will meet the following standards:

32 A. Gauge Variation 1/8-inch

33 1. Gauge through turnout (gauge plate to last long tie) shall be within prescribed
34 limits with no additional tolerances.

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

37 1. On tangents 1/4-inch

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

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

41 1. On curves 3/8-inch

42 2. On tangents 1/2-inch

43 D. Vertical Track Profile:

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

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

8-31.3(7)D Track Gauge

Track gauge shall be as follows:

Degree of Curve	Gauge
0° - 8°	56 ½ Inches
Over 8°	56 ¾ Inches
Turnouts (gauge plate to last long tie)	56 ½" – 56 ¾".

8-31.3(7)E Tie Plates

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

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

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

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

8-31.3(7)F Angle Bars and Bolting

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

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

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

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

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

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

3
4 This project requires 22 pairs of compromise joint bars. All costs to furnish and install
5 the compromise joints shall be included in the unit price pay item price "Furnish and
6 Install 115#RE__ Turnout" or "Furnish and Install 115#RE__ Crossover".
7

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

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

13
14 A minimum of two (2) rail holding spikes is required. These spikes shall be staggered so
15 that all outside spikes are on the same side of the tie and inside spikes on the opposite
16 side of the tie. Relay ties shall be plugged with treated plugs prior to spiking.
17

18 All spikes shall be started and driven vertically and square with the rail and so driven as
19 to allow 1/8-inch to 3/16-inch space between the underside of the head of the spike and
20 the top of the base of the rail. In no case shall the spikes be overdriven or straightened
21 while being driven. No spikes shall be driven against the ends of joint bars.
22

23 Necessary gauging shall be done at the time rail is laid and, unless otherwise provided,
24 the gauge shall be 4' -8-1/2" between points 5/8-inch below the top of rail on the two (2)
25 inside edges of the rails. In laying the second line of rail, gauging shall be done at least
26 at every third tie. The rail shall be held to gauge while line spikes are being driven.
27

28 In the event that a spike must be withdrawn or open spike holes are encountered, the
29 spike hole shall be immediately plugged with a treated tie plug of the proper size to
30 completely and tightly fill the hole. To be prepared to accomplish this requirement, the
31 contractor shall have treated tie plugs available and ready to use, whenever railroad
32 work is being performed on the site. Old spike holes should be plugged when
33 regauging.
34

35 For railroad tracks on tangents, two (2) spikes to the rail shall be used on each tie plate.
36 On curves, turnouts, or crossovers, a minimum of three (3) spikes to the rail shall be
37 used on each tie plate, specifically two on the gage side and at least one spike on the
38 field side of each rail. On crossings a minimum of four (4) spikes to the rail shall be used
39 on each tie plate.
40

41 Spikes shall be staggered to avoid splitting ties. Track shall be gauged at joints, center,
42 and quarters as the spikes are driven; and the gauge shall not be removed until the
43 spikes are driven home. Gauging shall be accurate in all respects.
44

45 **8-31.3(7)H Rail Anchors**

46 All turnouts and all track within 78-feet of turnouts and repaired trestles shall have every
47 tie box anchored at every rail.
48

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

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

5
6 When anchors are applied to one (1) rail, anchors are also required on the opposite rail
7 of the same track. Rail anchors should be applied on the gauge side of the rail except
8 where insufficient clearance restricts the use of the anchor or application tool, in which
9 case anchors may be applied from the field side of the rail where clearance permits.
10 "e" clip elastic fasteners are an approved alternative to rail anchors so long as the 78
11 feet requirement is followed.

12 13 **8-31.3(8) Turnouts (switches)**

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

17
18 This work shall include the removal of the existing track, ties, and tie disposal.

19 20 21 **8-31.3(9) Raise, Surface, and Tamping**

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

25
26 Where switches are located, the contractor shall hand tamp around switch points.

27
28 The unloaded material shall be leveled by means of a ballast spreader.

29
30 In all tamping, ties should be tamped from 12 inches inside of the rail to the end of tie.
31 Tamping should not be performed at the center of the tie to avoid center-bound track,
32 but this center shall be filled lightly.

33
34 Both ends of the ties shall be tamped simultaneously, and tamping inside and outside of
35 the rail shall be done at the same time. Thorough tamping of ballast under the rail seat
36 shall be required to insure that the ballast under the tie is completely compacted and that
37 the rail is firmly seated on the tie plate.

38
39 When the track has been installed to within 1-inch or 2-inches of the final grade, and is
40 within 1-inch of the final alignment, a finishing lift shall be made by jacking up the track to
41 the height provided by the grade stakes, making necessary allowance for settlement. In
42 making the finishing lift, a spot board and level board or tamping jack with built-in raising
43 wire and level, or other suitable mechanical means shall be used to bring the track to a
44 true and finished surface.

45
46 The track should be raised to true surface and the ties tamped to a tight bearing against
47 the raised rail. After all tamping operations, the cribs must be properly filled in and the
48 track finished in accordance with the standard ballast section.

1 **8-31.4 Measurement**

2
3 "Project Surveying", shall be per lump sum.

4
5 "Select Cross Tie Replacement", shall be per each.

6
7 "Raise Surface Line and Dress", shall be per linear track foot as marked in the field by
8 the City. Track feet will be measured along the center line of track.

9
10 "___ Ballast Incl. Haul", shall be per ton.

11
12 "Excavation , Incl. Haul", shall be per ton.

13
14 "Steel Recycle Recovery", Estimated

15
16 "Furnish and Install 115#RE, ___ Turnout", shall be per each.

17
18 "Furnish and Install 115#RE, ___ Crossover", shall be per each.

19
20 "Remove and Replace Rail", shall be per linear track foot as marked in the field by
21 the City. Track feet will be measured along the center line of track.

22
23 **8-31.5 Payment**

24
25 Payment will be made in accordance with Section 1-04.1, for each of the following bid
26 items that are included in the proposal:

27
28 "Project Surveying", per lump sum.

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

31
32 "Select Cross Tie Replacement", per each.

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

36
37 "Raise Surface Line and Dress", per linear track foot.

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

41
42 "Remove and Replace Rail", per linear track foot.

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

47
48 "___ Ballast Incl. Haul", per ton.

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

1 "Excavation, Incl. Haul", per ton.

2 The price per cubic yard for "Excavation, Incl. Haul" shall be full pay for all labor,
3 equipment, and materials necessary to excavate the track bed per neat line calculation
4 to final grade, haul, and store the material.

5
6 "Steel Recycle Recovery", Estimated.

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

9
10 "Furnish and Install 115 RE, ____ Turnout", per each.

11 The price per each for "Furnish and Install 115RE, ____ Turnout" shall be full pay for all
12 labor, equipment, and materials necessary to furnish and install the turnout, dispose of
13 the switch ties, and all other rail hardware as described in the specifications.

14
15 "Furnish and Install 115 RE, ____ Crossover", per each.

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

19
20 **END OF SECTION**
21

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
2 **9-03.21 Recycled Material**
3

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

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

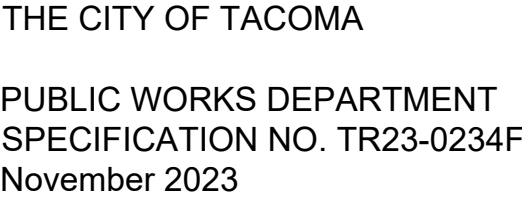
8 Recycled materials will only be permitted upon approval of the Engineer. Recycled
9 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,
10 and extra excavation area backfill material.
11

12
13 **END OF SECTION**
14

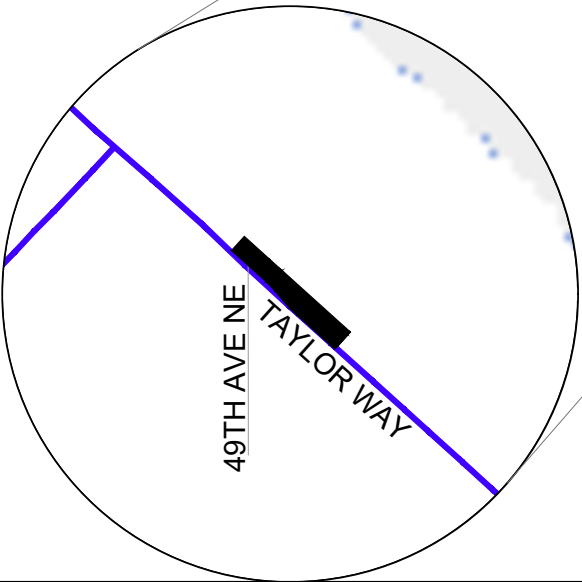
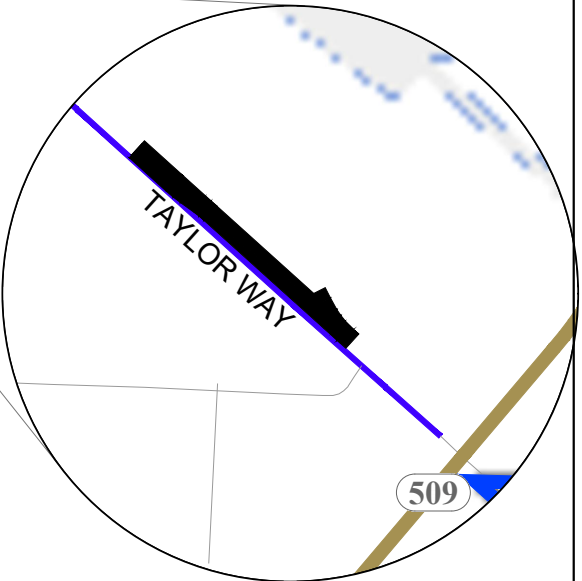
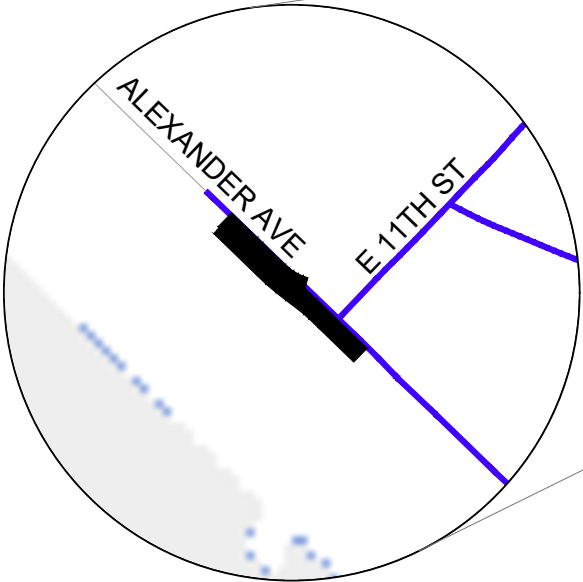
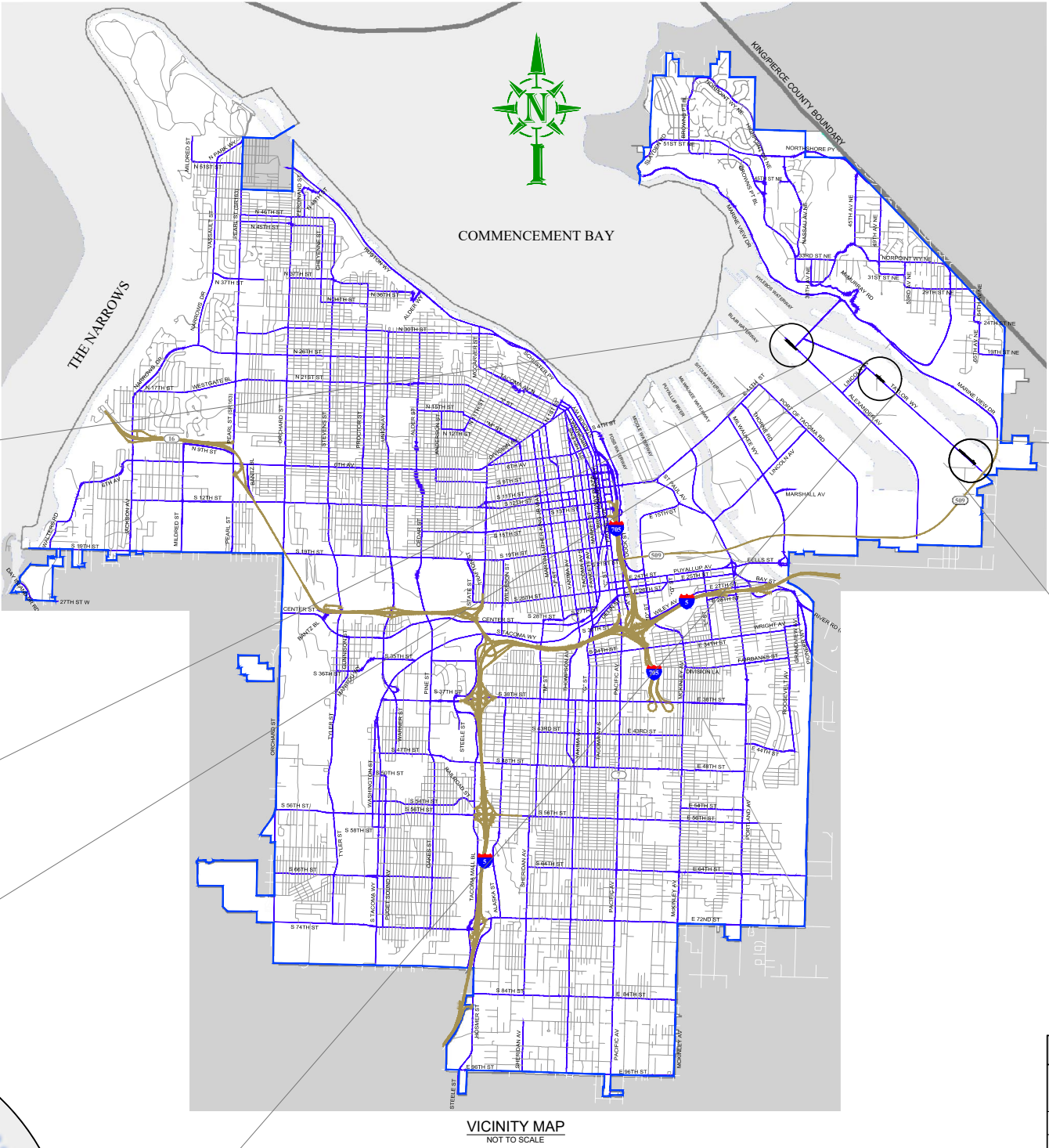
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16 **END OF SPECIAL PROVISIONS**
17
18

APPENDIX A

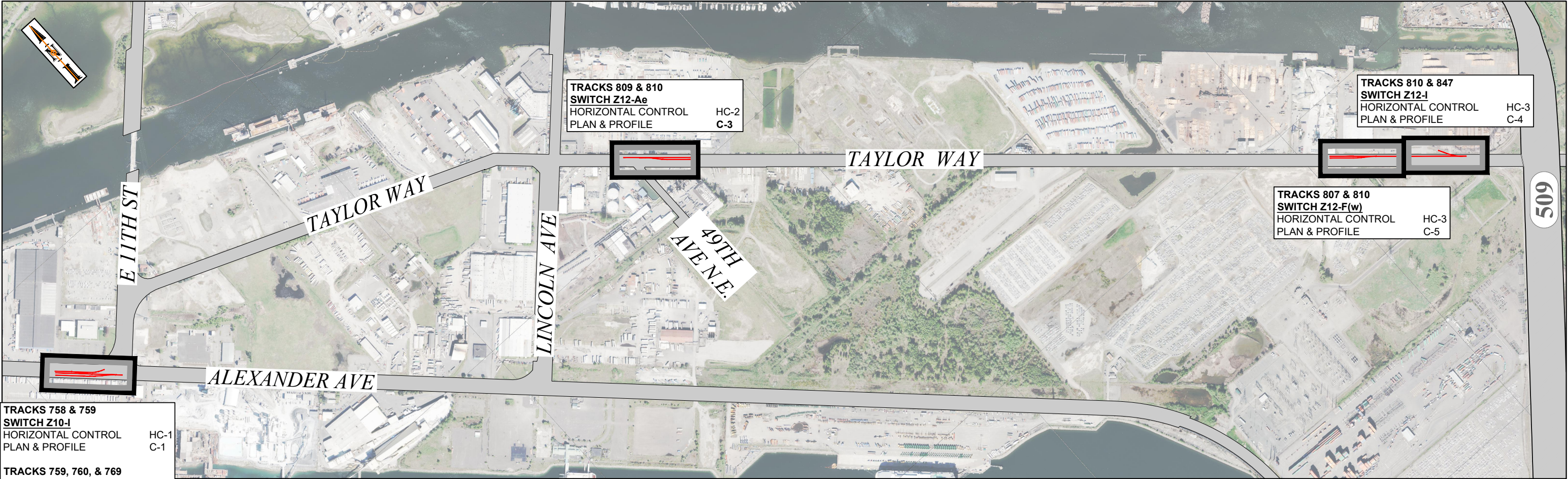
PROJECT PLANS

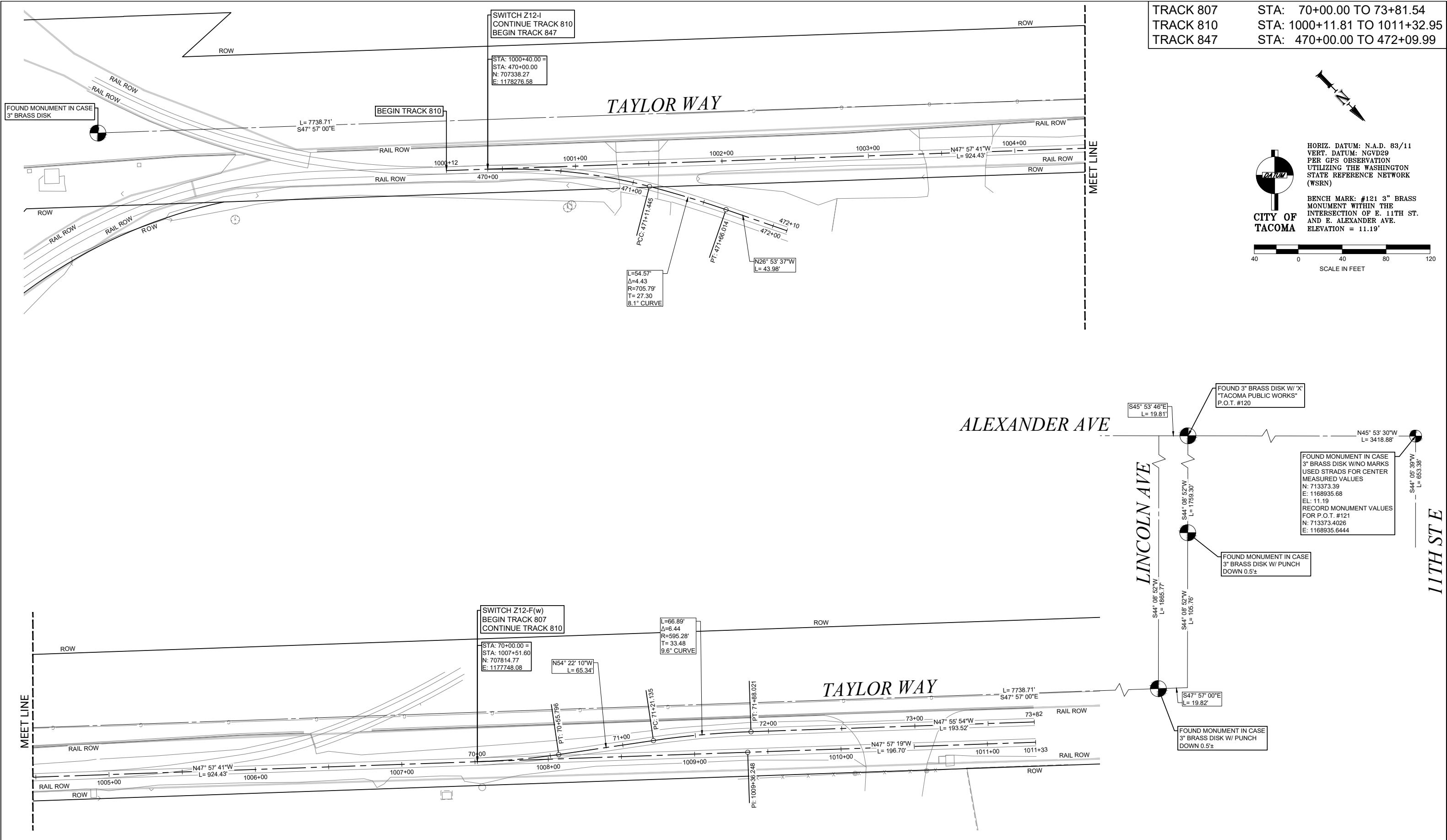




REPLACE SWITCHES
PROJECT NUMBER: RAL-00129

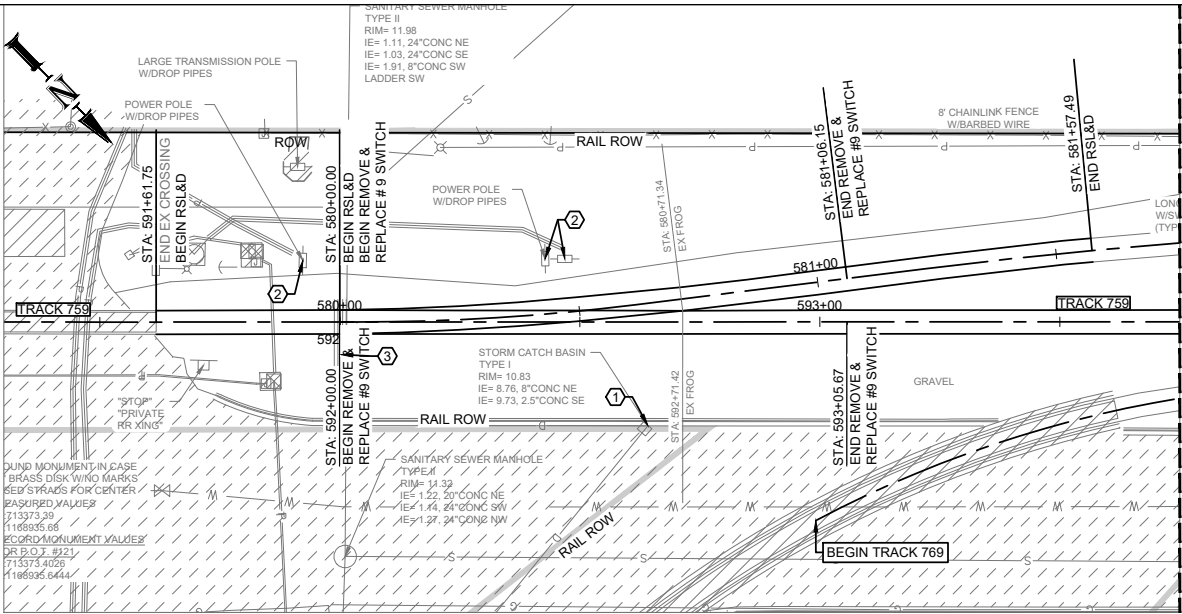
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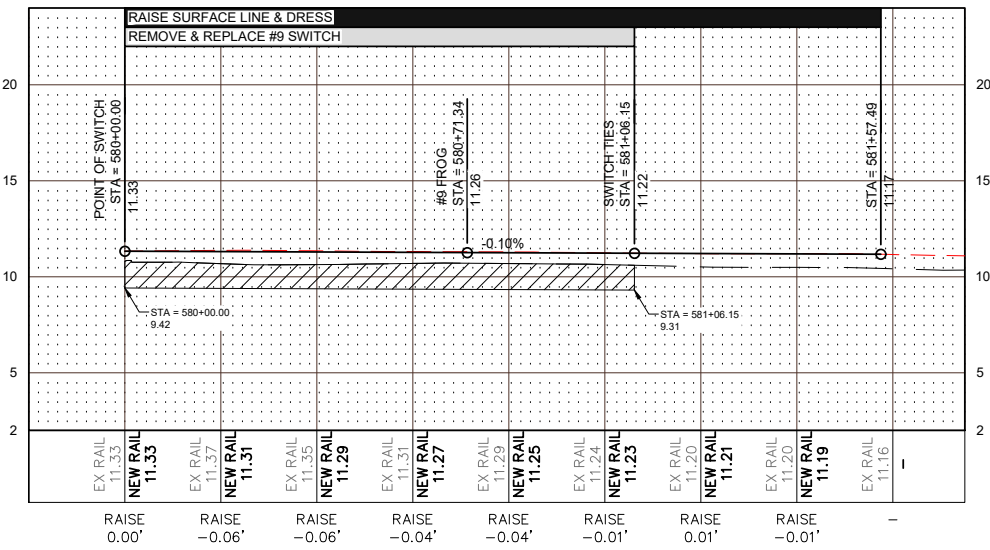
CALL BEFORE YOU DIG EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POTHOLING AND AVOIDING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org				NO		REVISION		DATE	APPD	FINAL CONSTRUCTION CHECKED	DATE NOV 2023	SCALE 1" = 30'		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		HORIZONTAL CONTROL BLAIR SWITCH PROJECT TRACKS 807, 810, & 847		RAL-00129	
										BY CNS	CNS							SHEET NO. 6	
										DATE	COB	PROJECT NAME BLAIR SWITCH						SHEET HC-3 OF HC-3	
										FIELD BOOKS	DRAWING NAME BLAIR-SWITCH-HCTRL.DWG	11/08/2023		ENGINEERING DIVISION MANAGER					



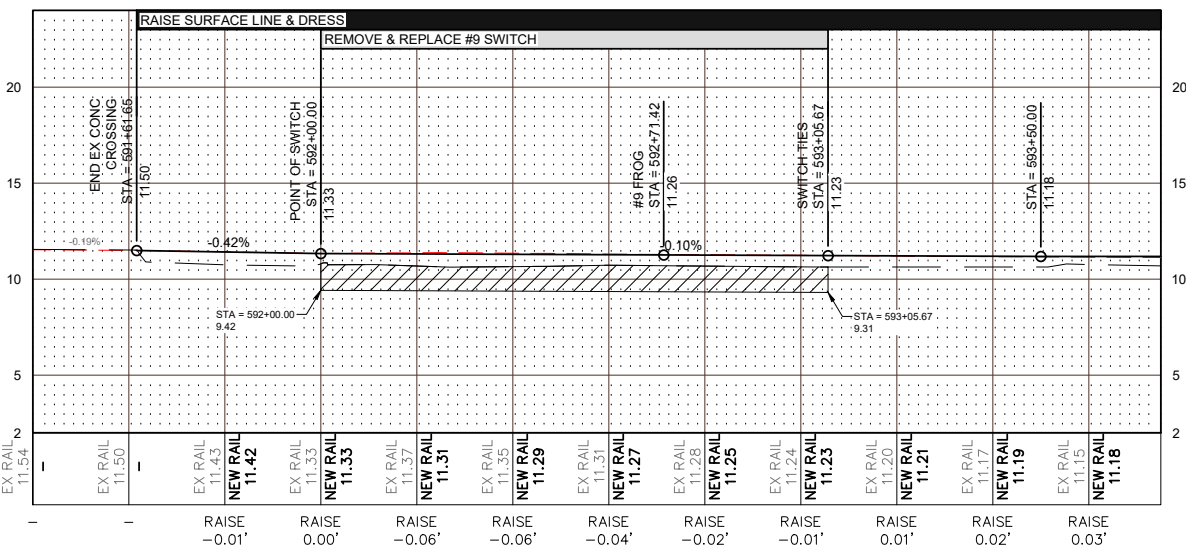
- CONSTRUCTION NOTES**
- 1 PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
 - 2 PROTECT EXISTING POWER POLES
 - 3 DELIVER EXISTING SWITCH STAND TO TACOMA RAIL
 - 4 DELIVER EXISTING FROG TO TACOMA RAIL
 - 5 WELD AHEAD OF POINTS

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 POTHOLING 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.

TRACK 758 | STA: 579+80 TO 584+40 | SCALE: 5



TRACK 759 | STA: 591+40 TO 596+60 | SCALE: 5



CITY OF TACOMA

HORIZ. DATUM: N.A.D. 83/11
VERT. DATUM: NGVD29
PER GPS OBSERVATION
UTILIZING THE WASHINGTON
STATE REFERENCE NETWORK
(WSRN)

BENCH MARK: #121 3" BRASS
MONUMENT WITHIN THE
INTERSECTION OF E. 11TH ST.
AND E. ALEXANDER AVE.
ELEVATION = 11.19'

SCALE IN FEET

CALL BEFORE YOU DIG
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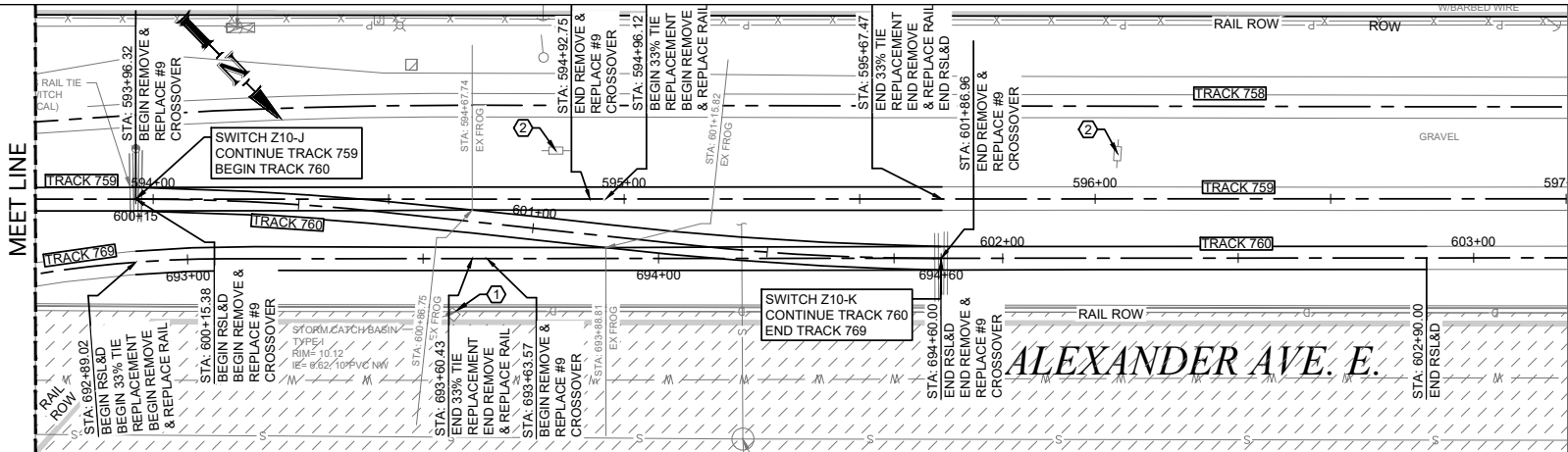


NO		REVISION		DATE		APPD	
BY		DATE		FIELD BOOKS		DRAWING NAME	
DESIGNED		CHECKED		DATE		BLAIR SWITCH-CONST.DWG	
CNS		CNS		NOV 2023		SCALE 1" = 20'	
COB		PROJECT NAME		BLAIR SWITCH		ENGINEERING DIVISION MANAGER	



CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
RAIL CONSTRUCTION PLAN & PROFILE
BLAIR SWITCH PROJECT
TRACKS 758 & 759

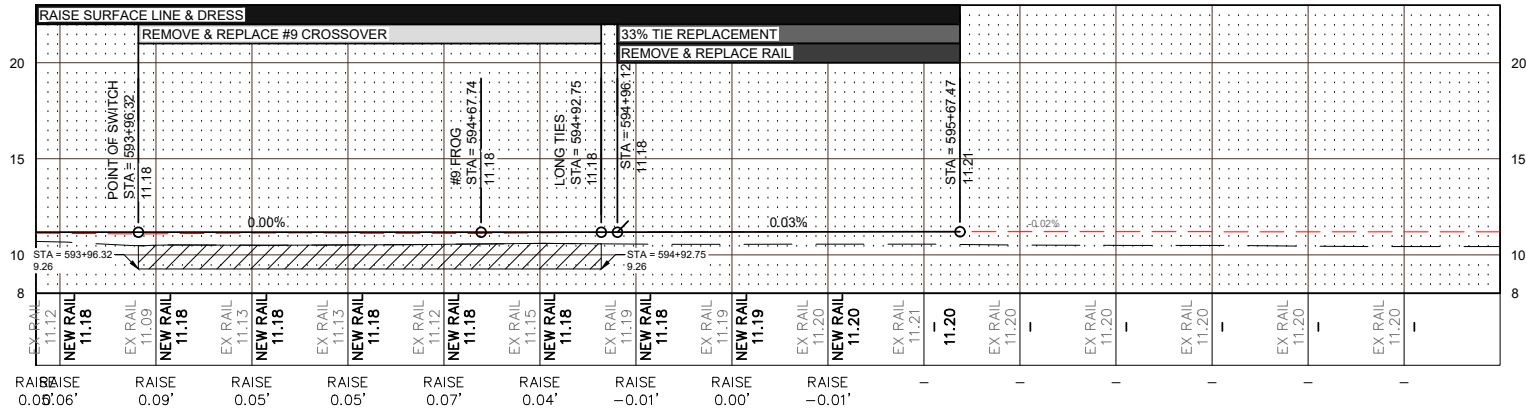
RAL-00129
SHEET NO. 7
SHEET C-1 OF C-5



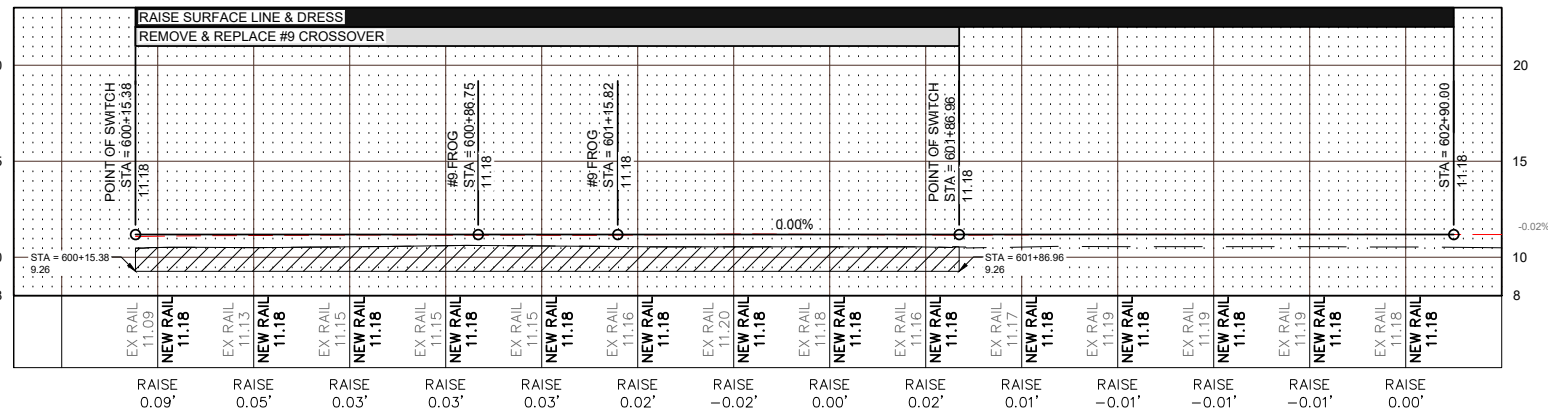
- CONSTRUCTION NOTES**
- 1 PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
 - 2 PROTECT EXISTING POWER POLES
 - 3 DELIVER EXISTING SWITCH STAND TO TACOMA RAIL
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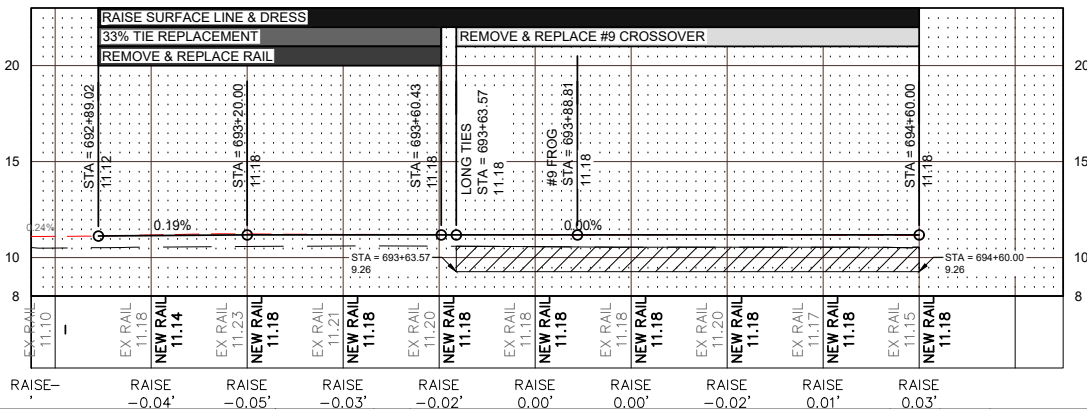
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TRACK 760 | STA: 600+00 TO 603+40 | SCALE: 5



TRACK 769 | STA: 691+80.00 TO 694+80.00 | SCALE: 5



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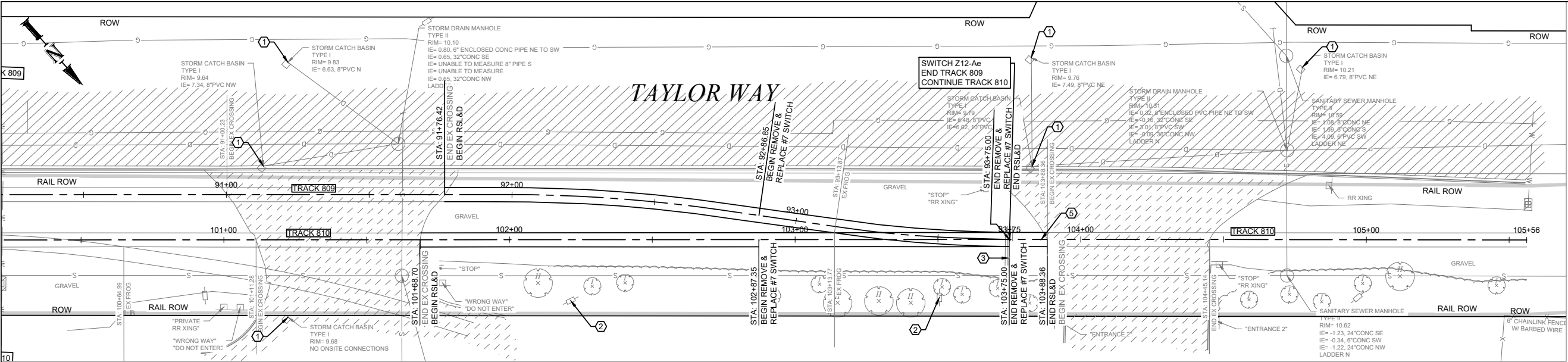
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BY	DESIGNED CNS	CHECKED CNS
DATE	DRAWN COB	PROJECT NAME BLAIR SWITCH
FIELD BOOKS	DRAWING NAME BLAIR-SWITCH-CONST.DWG	



**CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS**

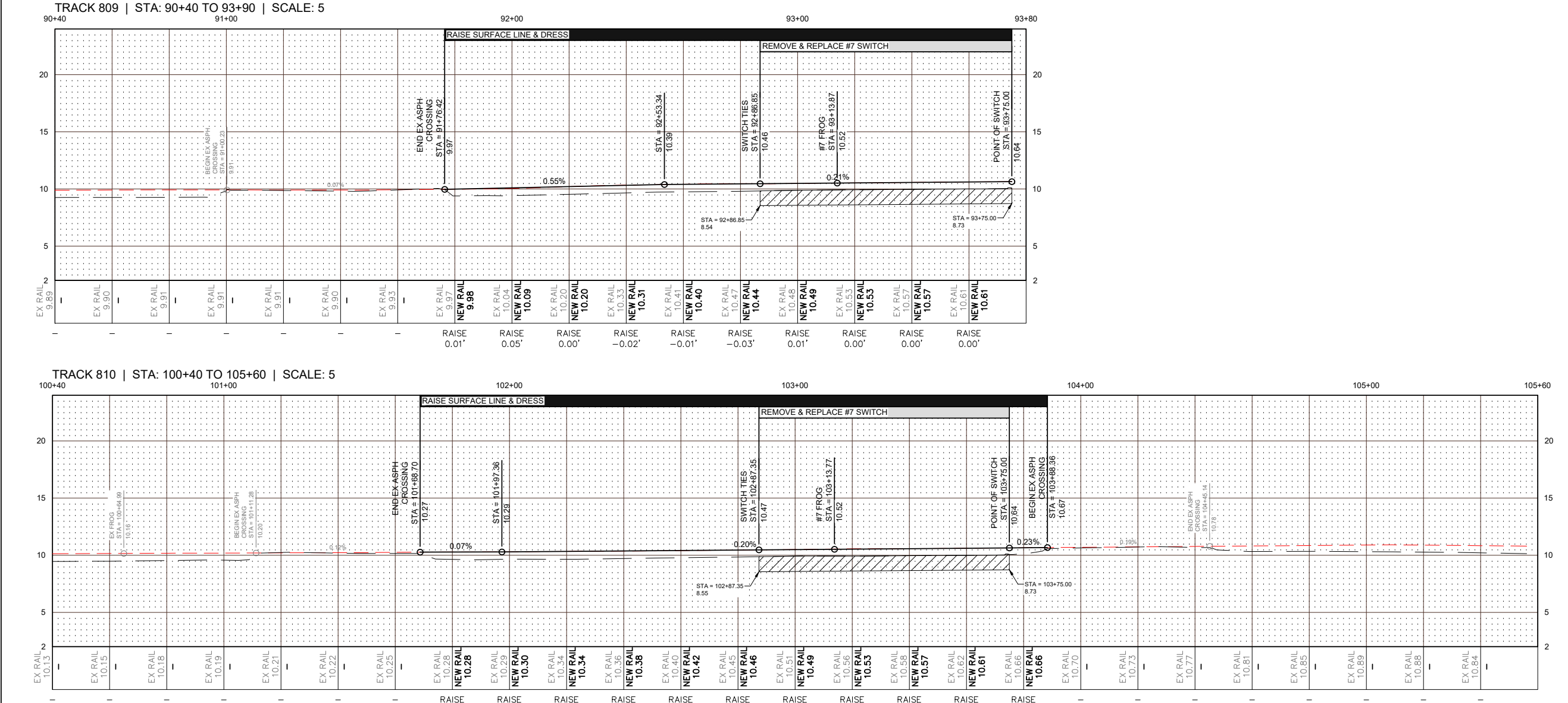
RAIL CONSTRUCTION PLAN & PROFILE
BLAIR SWITCH PROJECT
TRACKS 759, 760, & 769

SHEET NO. 8
SHEET C-2 OF C-5



- CONSTRUCTION NOTES**
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SCALE IN FEET

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REVISION

DATE

APPD

FINAL CONSTRUCTION CHECKED

DATE

NOV 2023

SCALE

1" = 20'

DESIGNED

CNS

CNS

DRAWN

COB

PROJECT NAME

BLAIR SWITCH

DRAWING NAME

BLAIR-SWITCH-CONST.DWG

11/12/23

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
RAIL CONSTRUCTION PLAN & PROFILE
BLAIR SWITCH PROJECT
TRACKS 809 & 810

ENGINEERING DIVISION MANAGER

RAL-00129

SHEET NO.

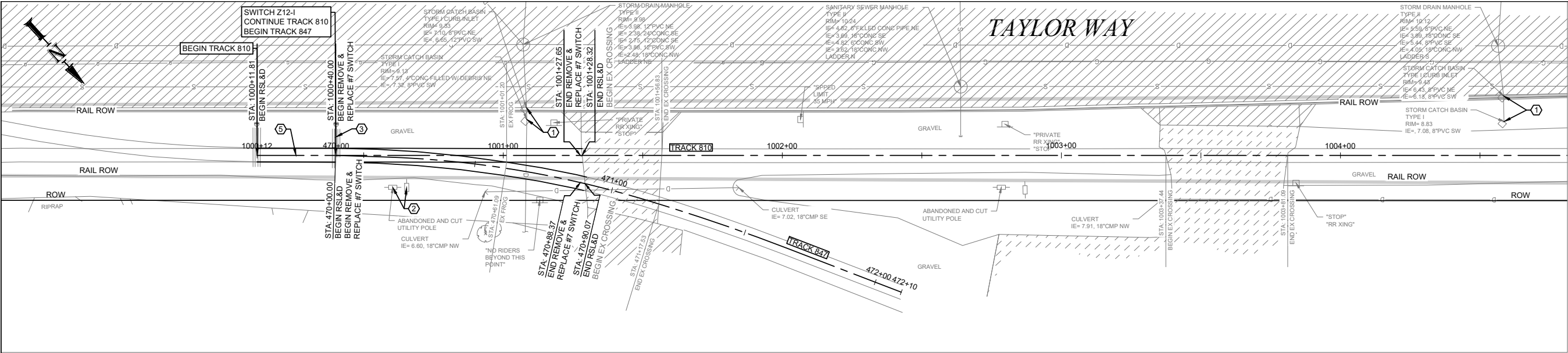
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SHEET

C-3

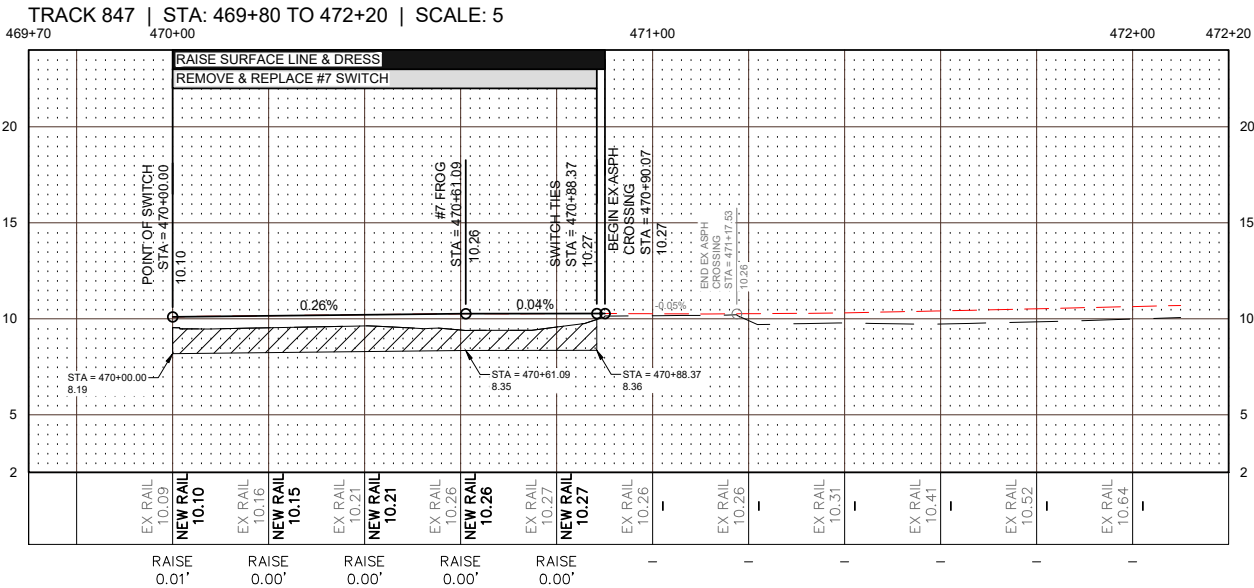
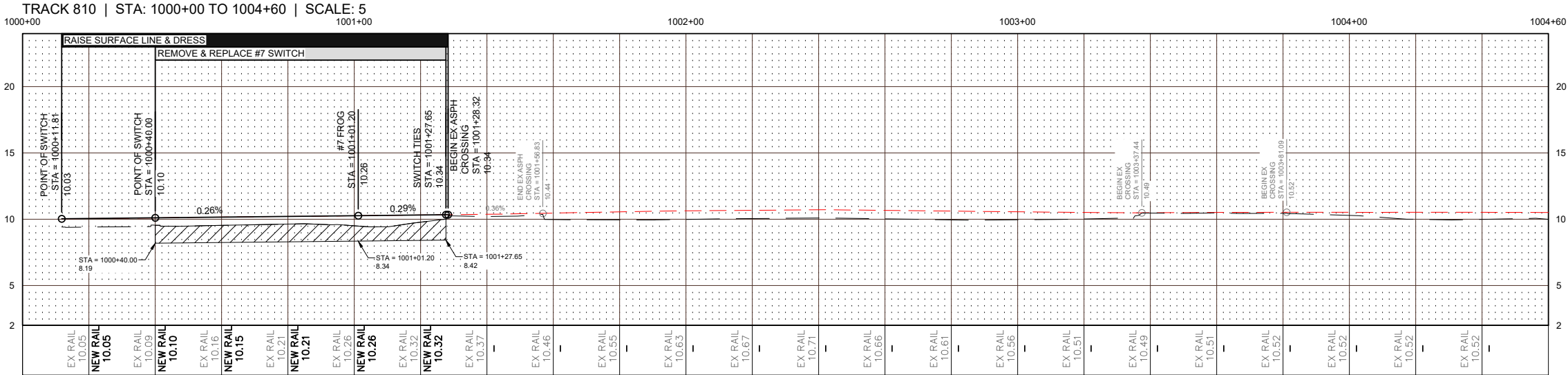
OF


C-5



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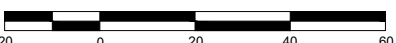




**CITY OF
TACOMA**

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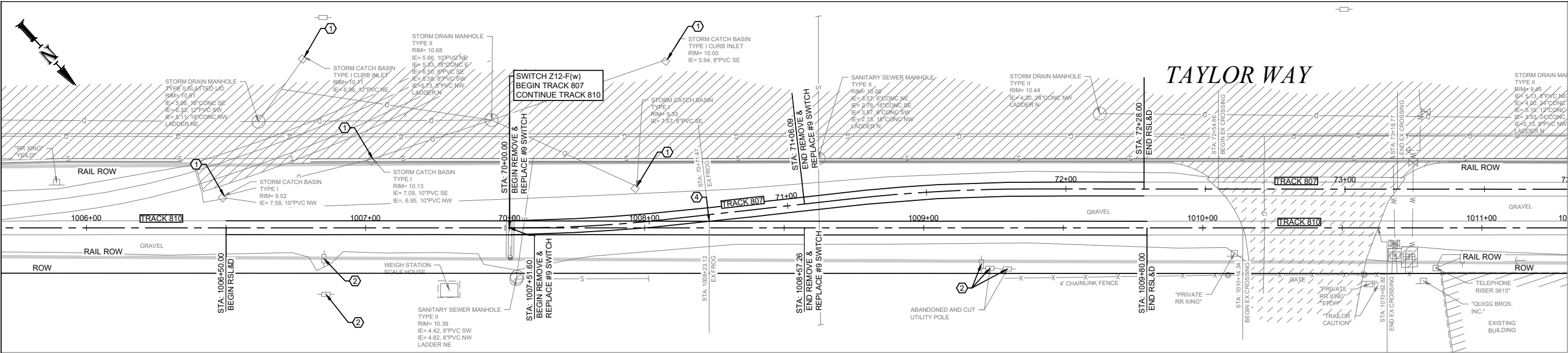


REVISION		DATE	APPD
NO			

FINAL CONSTRUCTION CHECKED	DATE NOV 2023	SCALE 1" = 20'
BY	DESIGNED CNS	CHECKED CNS
DATE	DRAWN COB	PROJECT NAME BLAIR SWITCH
FIELD BOOKS	DRAWING NAME BLAIR-SWITCH-CONST.DWG	



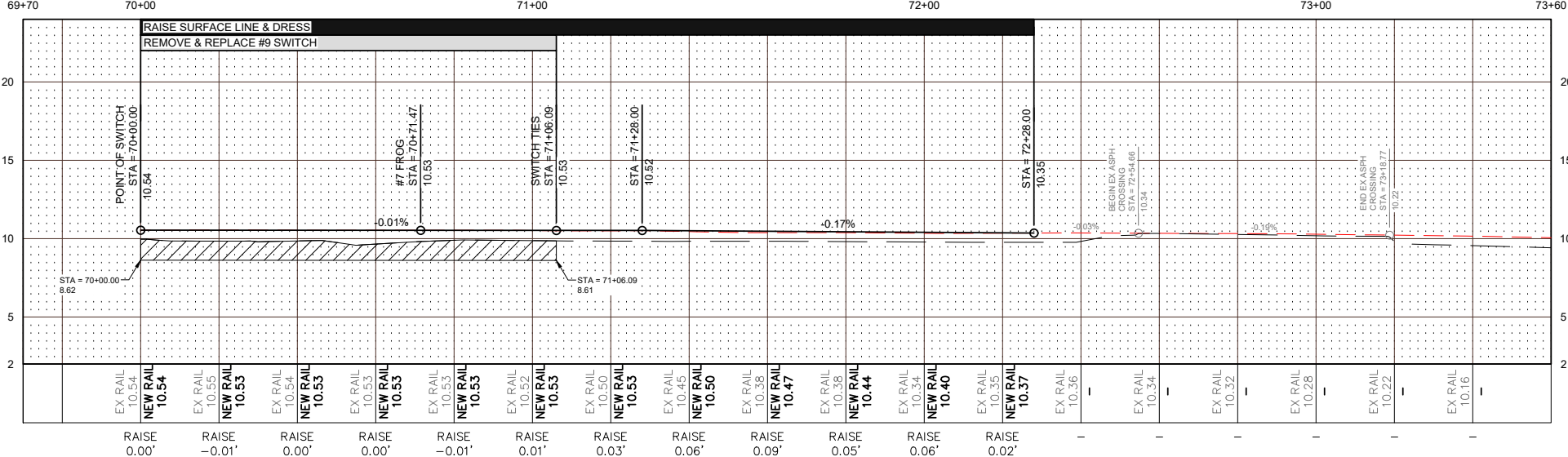
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		
	RAIL CONSTRUCTION PLAN & PROFILE BLAIR SWITCH PROJECT TRACKS 810 & 847	RAL-00129
		SHEET NO. 10
	ENGINEERING DIVISION MANAGER	SHEET C-4 OF C-5



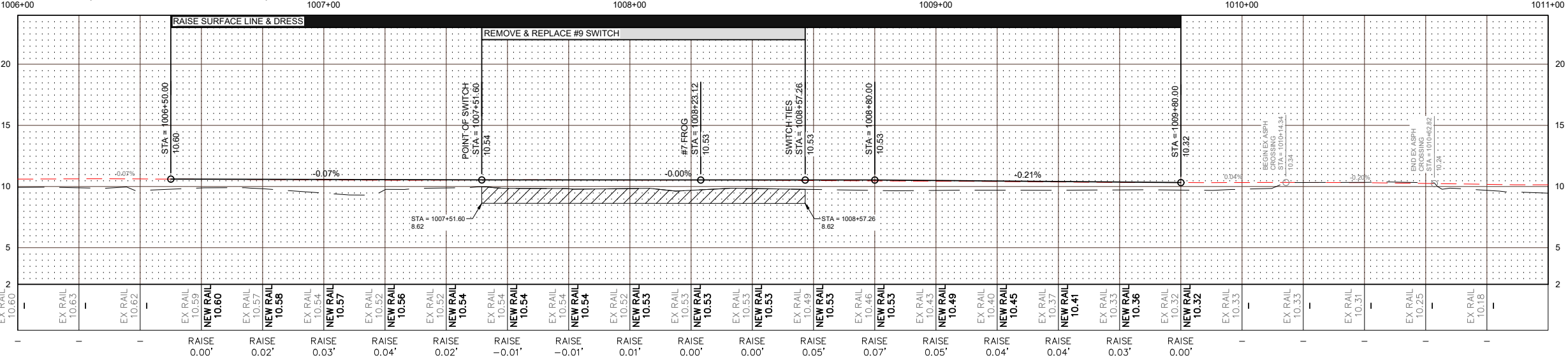
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TRACK 807 | STA: 69+80 TO 73+60 | SCALE: 5

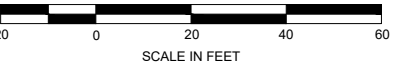


TRACK 810 | STA: 1006+00 TO 1011+00 | SCALE: 5



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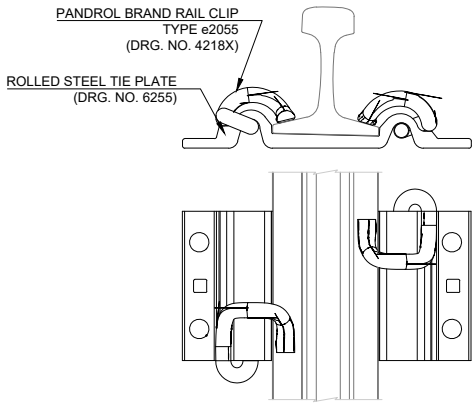


NO	REVISION	DATE	APPD

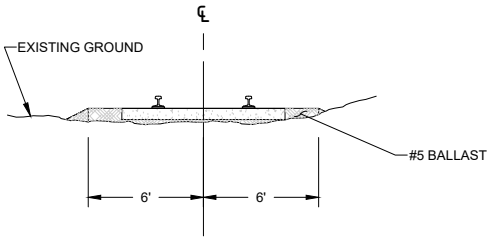
FINAL CONSTRUCTION CHECKED	DATE NOV 2023	SCALE 1" = 20'
BY	DESIGNED CNS	CHECKED CNS
DATE	DRAWN COB	PROJECT NAME BLAIR SWITCH
FIELD BOOKS	DRAWING NAME BLAIR-SWITCH-CONST.DWG	11/15/2023



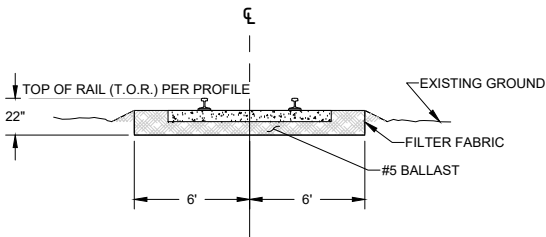
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS		
<div>ENGINEERING DIVISION MANAGER</div>	RAIL CONSTRUCTION PLAN & PROFILE BLAIR SWITCH PROJECT TRACKS 807 & 810	RAL-00129
		SHEET NO. 11
		SHEET C-5 OF C-5



PANDROL PART SECTION
RAIL, CLIP & SHOULDER SHOWN IN FULL
NTS



STANDARD CROSS SECTION
IN FILL AREAS
NTS



STANDARD CROSS SECTION
IN EXCAVATION AREAS
NTS

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REVISION

DATE

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FINAL
CONSTRUCTION
CHECKED

BY

DATE

FIELD BOOKS

DATE

NOV 2023

DESIGNED

CNS

DRAWN

COB

DRAWING NAME

BLAIR-SWITCH-CONST.DWG

SCALE

AS NOTED

CHECKED

CNS

PROJECT NAME

BLAIR SWITCH



CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

ENGINEERING DIVISION MANAGER

DETAILS
BLAIR SWITCH PROJECT
ALEXANDER AVE & TAYLOR WAY

RAL-00129

SHEET NO. 12

SHEET RS-1 OF RS-1

APPENDIX B

STORMWATER POLLUTION PREVENTION PLAN (SWPPP) DRAFT



City Combined Stormwater Site Plan (SSP) and Construction Stormwater Pollution Prevention Plan Report – Street Operations Projects

Blair Switch Replacement

Prepared For

RAL-00129

Project Location

Port of Tacoma

Port of Tacoma Various Locations along Alexander and Taylor Way

Stormwater Site Plan Prepared By

Name	Department	Contact Telephone Number	Email Address
Chris Storey	Public Works	253-573-2484	Cstorey@cityoftacoma.org

Date Prepared

November 30, 2023

Notes for Preparer:

When completing the Combined Stormwater Site Plan (SSP) and Construction Stormwater Pollution Prevention Plan Report Short Form provide all required information in the textbox forms under each section and delete any sections from the report and appendices that are not applicable to the proposed project. Further information and guidance on the information required can be found in the comment bubbles to the right of each section. Once the report has been completed delete all comment bubbles and grey highlighted instructions.

1. Project Information

A. Project Contacts

See Title Page for Stormwater Site Plan Development Team

B. Project Manager

Name	Organization	Mailing Address	Contact Telephone Number	Email Address
Chris Storey	Public Works Engineering	747 Market Street Tacoma WA	253-573-2484	cstorey@cityoftacoma.org

C. Associated Permits

- i) Associated Federal, State, or Local Associated Permit Types and Numbers

None

D. Vesting

- i) City of Tacoma Stormwater Management Manual Edition Used

2021 Stormwater Management Manual (SWMM)

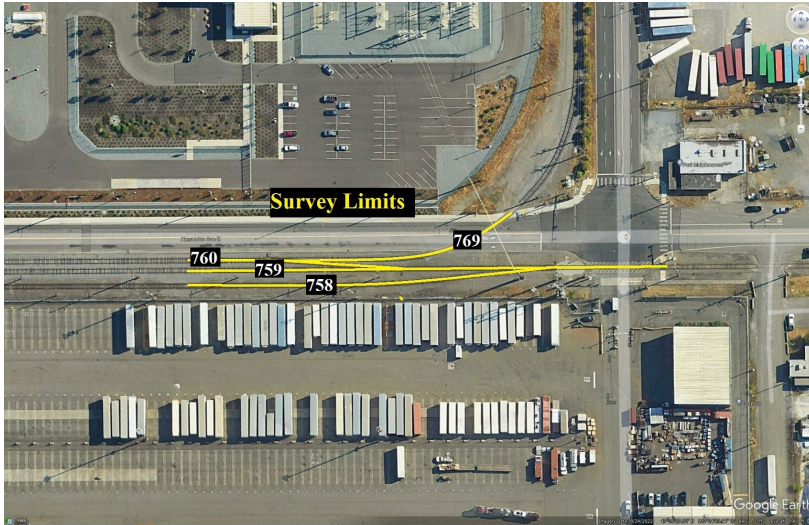
- ii) If using a manual other than the most current version, provide vesting justification:

3. Existing Project Site Conditions

A. Answer the following questions, provide additional description, and provide figures (if necessary) to describe the existing site conditions.

- i) Describe in one or two sentences the existing project site use:

The sites are operational railroad tracks in the Port of Tacoma.



Three switches near the Lincoln & Alexander intersection.



One switch on Taylor Way near 49th Avenue.



Two switches on Taylor Way near SR 509.

- ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.

As the site is relatively flat, storm water enters the site directly from rainfall and either infiltrates or ponds alongside the tracks and/or enters storm catch basins along the road.

- iii) Answer the following questions to help describe the existing site conditions. If Answer is Yes, include an associated figure(s) that shows location. Answers must be based upon site reconnaissance and readily available mapping data. See SWMM – Volume 2, Chapter 3 for resources.

Questions	Answer
Are groundwater protection areas located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are wetlands and/or their buffers located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are steep slopes located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are floodplains located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

	<input type="checkbox"/> Unknown
Are streams located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are creeks located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are ravines located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are springs located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Unknown
Are any other sensitive areas or critical areas located on the project site or within 500 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any structures located on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any fuel tanks or other storage tanks (above or below-ground) located on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any groundwater wells located on the project site or within 100 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any septic systems located on the project site or within 100 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any Superfund sites located on the project site or within 100 feet of the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any Flood Hazard Areas located on the project site or within 100 feet of the project site?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown
Is the project located in the South Tacoma Groundwater Protection District?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown
Are any public or private easements located on the project site?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown

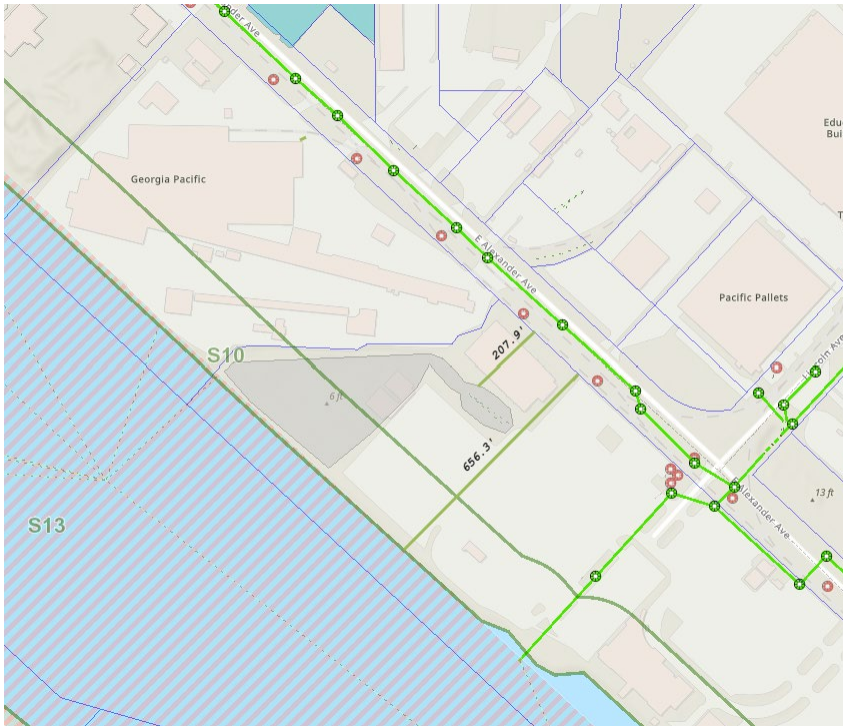
iii) Additional Information

- The two switches near SR 509 are located within the Puyallup Levee Overtopping area.

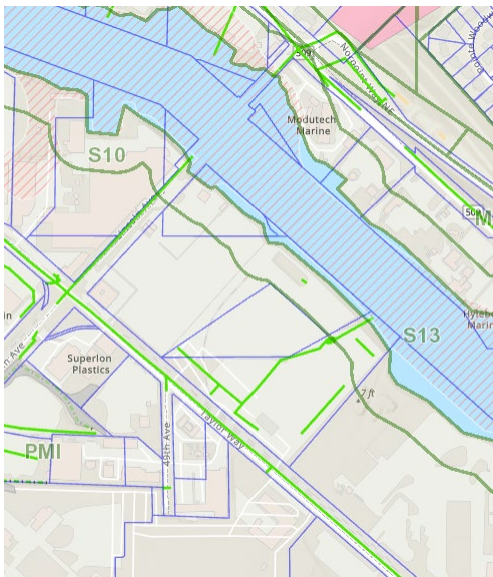
- The Blair and Hylebos waterways are listed as a flood hazard areas and are over 600' from the site.

Insert associated figure(s) (if applicable) below.

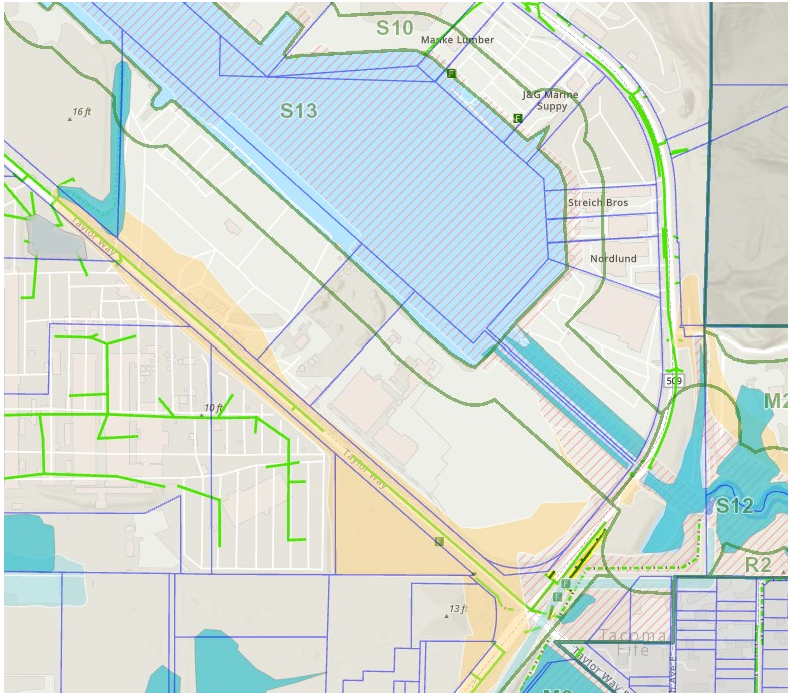
Wetlands Areas (Shown in light gray-S10) Flood Hazard area in the light blue and red hatch (S13) and overtopping area in beige.



Location near 11th and Alexander Intersection



Location near Taylor Way and 49th Avenue



Location near SR509 and Taylor Way.

B. Existing Project Site Condition Basin Map

- i. Provide an existing conditions basin map

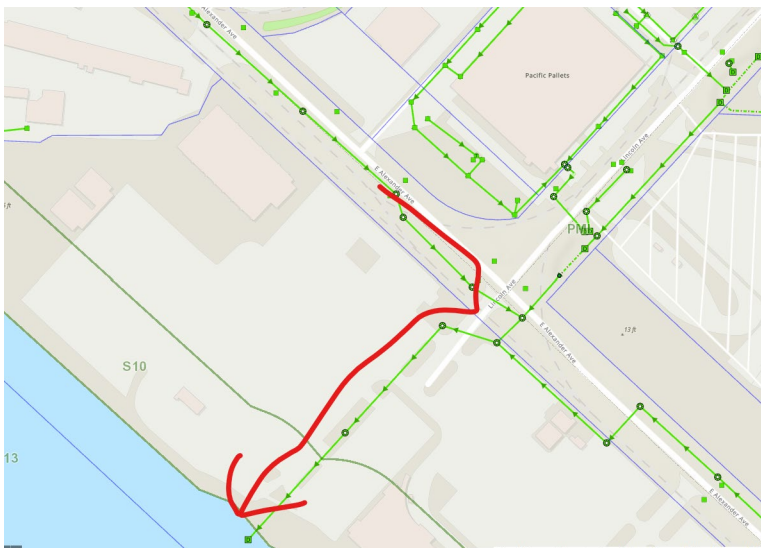
Provide an aerial and project location map.

Aerial and Project Location Maps can be found on pages 3, 4, and 5.

C. Downstream Flowpath

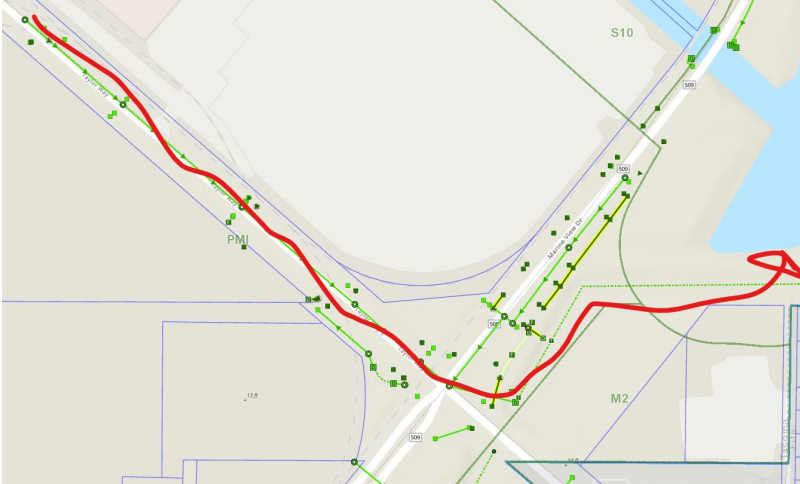
Provide a map showing the downstream flowpath from the project site to the Puget Sound – including all receiving waterbodies along the flowpath. Assume that stormwater does not infiltrate along the flowpath and will ultimately reach the Puget Sound.

See below:



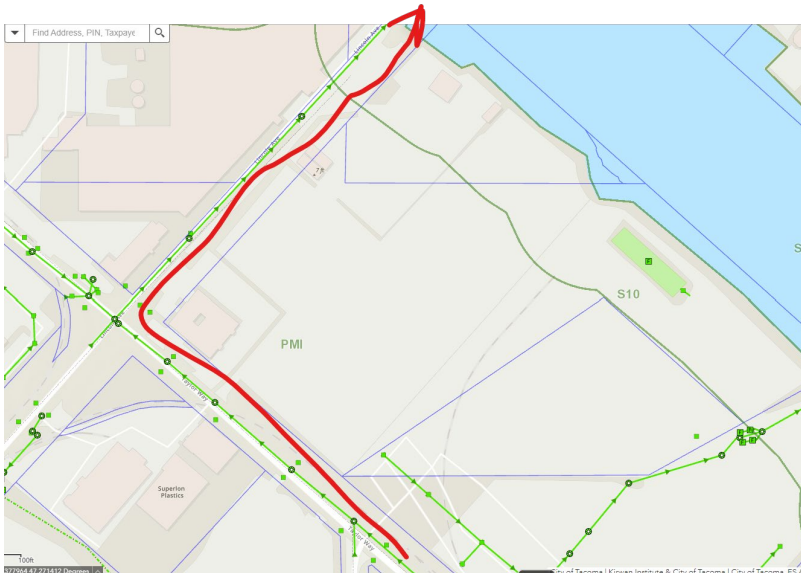
Location near 11th and Alexander Intersection

Red - Flow path to Blair Waterway



Location near SR509 and Taylor Way.

Red - Flow path to Hylebos Waterway



Location near Taylor Way and 49th Avenue

Red - Flow path to Hylebos Waterway

4. Proposed Project Site Conditions

A. Describe in words and provide figure(s) or drawing(s) that describe the proposed project site conditions.

- i) Describe in one or two sentences the proposed project site use:

The project site will continue to be an operating railroad line and siding. No real difference in the site conditions will be realized.

- ii) Describe in words or show on a figure the stormwater runoff patterns (natural and artificial) and the points where stormwater enters and exits the project site.

Water enters the site directly from rainfall and any sheet flow in the immediate area as the site is relatively flat. As the entire site is railroad ballast the water infiltrates or ponds on site. Any water leaving the site would either enter the Alexander, Taylor Way, and Lincoln storm systems and discharge to the Blair or Hylebos Waterways. No changes will be made to this flow pattern as a result of this project.

- iii) Additional Information



Minimum Requirement Determination

A. Project Thresholds

Complete the following project threshold table.

Street	From	To	Work Type	Replaced Hard Surface – Pollution Generating	New Hard Surface – Pollution Generating	Replaced Hard Surface – Non-Pollution Generating	New Hard Surface – Non-Pollution Generating	Threshold Discharge Area Identifier
Alexander and 11th Intersection	At the 11 th & Alexander intersection	~425' northwest of the 11 th & Alexander intersection	Replace three switches, and rail.	5712	0	0	0	Blair Waterway
49 th Street and Taylor Way Intersection	~75' northwest of the 49 th & Taylor Way intersection	~175' southeast of the 49 th & Taylor Way intersection	Replace one switch.	3464	0	0	0	Hylebos Waterway
SR 509 and Taylor Way Intersection	~300' northwest of the SR 509 & Taylor Way intersection	~700' northwest of the SR 509 & Taylor Way intersection	Replace two switches.	2016	0	0	0	Hylebos Waterway

Threshold Discharge Area Identifier	Total Replaced Pollution Generating Hard Surface Area	Total New Pollution Generating Hard Surface Area	Total Replaced Non-Pollution Generating Hard Surface Area	Total New Non-Pollution Generating Hard Surface Area
Blair Waterway	5712	0	0	0
Hylebos Waterway	5481	0	0	0

B. Receiving Waterbody Table

11/8/2023

Receiving Waterbody Name - TDA 1	Type of Receiving Waterbody - TDA 1
Blair Waterway	Marine
Hylebos Waterway	Marine

C. Minimum Requirements Required

Applicable Minimum Requirements	Applicable Surface Type Requiring Mitigation
Minimum Requirements 1-5	New and Replaced PGHS

For Reference:

	Description from Original Table	Total		What this means in relation to rail, per Storey
1	Total Project Area (ft²) – entire area in bid packet	259214.45	ft²	Area defined by ROW and Parcels where the work will occur. Due to the nature of rail work, all work areas are considered on site .
2	Existing hard surface (ft²) – ballast is considered a hard surface	205967.17	ft²	All Hard Surface within the Total Project Area
3	Existing vegetation area (ft²)	28518.12	ft²	All Vegetation within the Total Project Area
	Existing dirt. area (ft²)	24729.35	ft²	All Dirt within the Total Project Area
	Total Project Area calculation double check	259214.63	ft²	Calculation of: entry 2 + entry 3 + entry 4 (should) = entry 1
	Amount of Construction with No New or Replaced Surface area (ft²)	9988.10	ft²	Occurs when rail construction consists of either RSL&D only; or matches or increases elevation and is on existing hard surface . There is no excavation involved. This quantity is not used in the Surface Water Calculaton Table.
4	Amount of new hard surface (ft²) – new ballast or other impervious surface over existing vegetation or dirt	0.00	ft²	New construction of hard surface or rail over existing dirt or vegetation .
5	Amount of replaced hard surface (ft²) – complete removal and replacement of ballast or other impervious surface (roadways, sidewalks)	11201.56	ft²	Full depth replacement, (involving excavation), of existing hard surface or rail. This includes both replacement of existing rail along the existing alignment, and construction of new rail over existing hard surface.
6	Amount of new plus replaced hard surface (ft²)	11201.56	ft²	Calculation of: entry 4 + entry 5
7	Amount of new PGHS (ft²) – pollution generating hard surfaces – including new ballast or other impervious surface where rail or other vehicles will be traveling	0.00	ft²	New construction of hard surface or rail over existing dirt or vegetation . Does <i>not</i> include new hard surface which is primarily used by pedestrians or bicyclists.
8	Amount of replaced PGHS (ft²) – those replaced areas where rail or vehicles will be traveling	11201.56	ft²	Full depth replacement, (involving excavation), of existing hard surface or rail. This includes both replacement of existing rail along the existing alignment, and construction of new rail over existing hard surface. Does not include new hard surface which is primarily used by pedestrians or bicyclists.

9	Amount of new + replaced PGHS (ft²)	11201.56	ft²	Calculation of: entry 7 + entry 8
10	Amount of Land Disturbed (ft²) – digging, grading, stockpiling	21189.66	ft²	Actual footprint of work, including areas involved in laydown, stockpile, demolition, construction, and RSL&D Only includes areas where dirt is disturbed. Does not include Grind & Overlay type work.
11	Vegetation to Lawn/Landscaped (acres)	0.00	acres	
12	Amount to be Graded/Filled (cubic feet)	11043.24	ft³	Quantity calculated as part of Construction Volume Quantities tab.



City of Tacoma

SSP Version – July 1, 2021.



5. Discussion of Minimum Requirements

A. Minimum Requirement #1 – Preparation of a Stormwater Site Plan

This Stormwater Site Plan Report and the associated Site Plans and Building Permit Drawings Transfer Lead Upgrades TR21-0614F 8/31/2021 are being used to meet Minimum Requirement #1.

Description of Site Appropriate Development Principles

Where practicable, projects shall use the following site appropriate development principles. Put a checkmark next to the principles that will be used for the project. Project design is not required to be changed in order to accommodate site appropriate development principles, but where feasible, these principles must be used. If none of the site development principles are feasible, place a checkmark next to that box below.

- ☐ Minimization of land disturbance by fitting development to the natural terrain.
- ☒ Minimization of land disturbance by confining construction to the smallest area feasible and away from critical areas.
- ☐ Preservation of natural vegetation.
- ☐ Locating impervious surfaces over less permeable soils.
- ☐ Clustering buildings.
- ☐ Minimizing impervious surfaces.
- ☐ Site appropriate development principles are not practicable because of project design.

B. Minimum Requirement #2 – Construction Stormwater Pollution Prevention Plan

The Construction Stormwater Pollution Prevention Plan is available in this document before the appendices.

C. Minimum Requirement #3 – Source Control

i. Description of Final Site Use

Operational railroad line.

ii. Source Control BMPs

- ☒ For roadway projects, comply with all Source Control BMPs Applicable to All Sites (Volume 6, Chapter 1), BMP S135: Streets, BMP S136: Utility Corridors, BMP S137: Maintenance of

Ditches and Culverts, and BMP S139: Stormwater System Maintenance, as applicable to the project. Also, any other BMPs as necessary shall be utilized depending upon the project extent.

The final project will be an operating railroad using the same alignment as is currently seen on site. This project will utilize BMP S135

D. Minimum Requirement #4 – Preserving Drainage Patterns and Outfalls

ii. Description of Drainage Patterns and Outfalls

All boxes should be checked for this Minimum Requirement. If all boxes cannot be checked an Exception or Adjustment to the Minimum Requirement may be required per Volume 1 of the SWMM.

- ☒ The natural (or existing) drainage patterns are maintained to the maximum extent feasible.
- ☒ Discharges from the project site occur at the natural (or existing) location to the maximum extent feasible.
- ☒ Discharge from the project site will not cause adverse impacts to downstream receiving waters and down gradient properties.

E. Minimum Requirement #5 – Onsite Stormwater Management

i. The List Approach.

This project will utilize The List Approach.

The List Approach requires applicants to complete a feasibility analysis of several BMPs. If those BMPs are considered feasible, they must be used. The types of BMPs that must be analyzed (and used when feasible) depends upon the receiving waterbody into which the project first discharges. If that first waterbody is saltwater (i.e. the Puget Sound) or the Puyallup River – the project is discharging into a flow control exempt waterbody. If the project stormwater discharges into any other receiving waterbody before reaching a saltwater body or the Puyallup River that project is not flow control exempt. Complete the table below for each surface type.

If a BMP is considered to be feasible it must be used. Include the applicable completed facility sizing sheet and show the location of the BMP on the plan set.

If a BMP is not considered to be feasible, insert infeasibility checklist below this table.

Surface Type: Roofs			
<input checked="" type="checkbox"/> NA – No Roofs are Proposed for this Project			
Not Flow Control Exempt		Flow Control Exempt	
Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a	Is BMP Feasible?	Analyze each BMP in the order listed below. If a BMP is feasible, that BMP must be used and it is not necessary	Is BMP Feasible?

BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.		to analyze other BMPs for feasibility.	
1. Choose One: <input type="checkbox"/> BMP L614: Full Dispersion <u>or</u> <input type="checkbox"/> BMP L602: Downspout Full Infiltration	<input type="checkbox"/> Yes <input type="checkbox"/> No	1. BMP L602: Downspout Full Infiltration	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Choose One: <input type="checkbox"/> BMP L601: Rain Gardens <u>or</u> <input type="checkbox"/> BMP L630: Bioretention	<input type="checkbox"/> Yes <input type="checkbox"/> No	2. BMP L603: Downspout Dispersion	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. BMP L603: Downspout Dispersion	<input type="checkbox"/> Yes <input type="checkbox"/> No	3. BMP L604: Perforated Stub-Out Connections	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. BMP L604: Perforated Stub-Out Connection	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Surface Type: Other Hard Surfaces			
Not Flow Control Exempt		Flow Control Exempt	
Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.	Is BMP Feasible?	Analyze Each BMP in the order listed below. Where there is more than one BMP listed, put a checkmark next to the one analyzed. If a BMP is feasible, that BMP must be used and it is not necessary to analyze other BMPs for feasibility.	Is BMP Feasible?
1. BMP L614: Full Dispersion	<input type="checkbox"/> Yes <input type="checkbox"/> No	1. Choose One: <input checked="" type="checkbox"/> BMP L612: Sheet Flow Dispersion, <u>or</u> <input checked="" type="checkbox"/> BMP L611: Concentrated Flow Dispersion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
2. Choose One: <input type="checkbox"/> BMP L633: Permeable Pavement, <u>or</u> <input type="checkbox"/> BMP T1050: Compost-Amended Vegetated Filter Strip (CAVFS), <u>or</u> <input type="checkbox"/> BMP L601: Rain Gardens, <u>or</u> <input type="checkbox"/> BMP L630: Bioretention	<input type="checkbox"/> Yes <input type="checkbox"/> No		
3. Choose One: <input checked="" type="checkbox"/> BMP L612: Sheet Flow Dispersion, <u>or</u> <input checked="" type="checkbox"/> BMP L611: Concentrated Flow Dispersion	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

Surface Type: Lawn/Landscaped Areas			
<input checked="" type="checkbox"/> NA – No Disturbed Areas that will be Lawn/Landscaped in the Final Condition			
Not Flow Control Exempt		Flow Control Exempt	
Analyze the BMP below for feasibility. If the BMP is feasible it must be used.	Is BMP Feasible?	Analyze the BMP below for feasibility. If the BMP is feasible it must be used.	Is BMP Feasible?
BMP L613: Post-Construction Soil Quality and Depth	<input type="checkbox"/> Yes <input type="checkbox"/> No	BMP L613: Post-Construction Soil Quality and Depth	<input type="checkbox"/> Yes <input type="checkbox"/> No

ii. Minimum Requirement #5 – Infeasibility Checklists and BMP Sizing Sheets

City of Tacoma Stormwater Management Manual – Infeasibility Checklist Surface Type: Other Hard Surfaces BMP L611: Concentrated Flow Dispersion <div style="text-align: right;">Version: 07/01/2021</div>				
It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.				
Questions #1-8 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.				
Question Number	Question	Yes	No	NA
1	Can the concentrated flow dispersion system be placed 10 feet or more from any building structure?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Can the concentrated flow dispersion system be placed 5 feet or more from any other structure or property line?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Can the concentrated flow dispersion system be placed 50 feet or more from the top of any slope 15% or greater?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Can the concentrated flow dispersion system be placed 50 feet or more from geologically hazardous areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Can the concentrated flow dispersion system maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Is it possible to maintain or construct a vegetated flowpath of at least 25 feet from the discharge location and any property line, structure, slope greater than 15%, surface water, or other hard surface?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	Will installing concentrated flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

	infeasible.) Place a checkmark next to the applicable item (7a-7e).			
7a	Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act		<input type="checkbox"/>	
7b	Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts		<input type="checkbox"/>	
7c	Public health and safety standards		<input type="checkbox"/>	
7d	Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way		<input type="checkbox"/>	
7e	Critical Area Preservation Ordinance		<input type="checkbox"/>	
8	Can the design standards in BMP L611 be met?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8a	Describe the design standard that cannot be met: No vegetated area can be installed along the RR property as described.			
Questions #9 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).				
9	Will the use of concentrated flow dispersion cause erosion or flooding problems onsite or an adjacent properties? (An answer of yes means this BMP is not feasible).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

City of Tacoma Stormwater Management Manual – Infeasibility Checklist

Surface Type: Other Hard Surfaces

BMP L612: Sheet Flow Dispersion

Version: 07/01/2021

It is not necessary to answer all questions when determining if a BMP is feasible for Minimum Requirement #5 – The List Approach. Unless otherwise noted, a single answer of No means the BMP is considered infeasible for meeting Minimum Requirement #5 – The List Approach. Applicant may choose which questions to answer when determining feasibility.

Questions #1-9 relate to infeasibility criteria that are based on conditions such as topography and distances to predetermined boundaries and certain design criteria.

Question Number	Question	Yes	No	NA
1	Can the sheet flow dispersion system be placed 10 feet or more from any building structure?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2	Can the sheet flow dispersion system be placed 5 feet or more from any other structure or property line?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3	Can the sheet flow dispersion system be placed 50 feet or more from the top of any slope 15% or greater?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4	Can the sheet flow dispersion system be placed 50 feet or more from geologically hazardous areas?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5	Can the sheet flow dispersion system maintain setbacks from Onsite Sewage Systems per WAC 246-272A-0210?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Is it possible to provide a vegetated flowpath width of 10 feet or greater for up to 20 feet of width of paved or impervious surface?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7	For paved or impervious surfaces widths 20 feet or greater, is it possible to provide a vegetated flowpath width of 20 feet or greater (additional 10 feet of width must be added for each increment of 20 feet or more in width)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8	Will installing sheet flow dispersion cause conflicts with any of the following? (An answer of yes means this BMP is infeasible.) Place a checkmark next to the applicable item (8a-8e).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8a	Requirements of the Historic Preservation Laws and Archeology Laws, Federal Superfund or Washington State Model Toxics Control Act, Federal Aviation Administration requirements for airports, or Americans with Disability Act	<input type="checkbox"/>		
8b	Special zoning district design criteria adopted and being implemented through any City of Tacoma planning efforts	<input type="checkbox"/>		

8c	Public health and safety standards	<input type="checkbox"/>		
8d	Transportation regulations to maintain the option for future expansion or multi-modal use of public rights-of-way	<input type="checkbox"/>		
8e	Critical Area Preservation Ordinance	<input type="checkbox"/>		
9	Can the design standards in BMP L612 be met?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9a	Describe the design standard that cannot be met: Vegetated flow path cannot be met.			
Questions #10 require evaluation of site specific conditions and a written recommendation from an appropriate Washington State Licensed Professional (e.g., Professional Engineer, Professional Geologist, Professional Hydrogeologist).				
10	Will the use of sheet flow dispersion cause erosion or flooding problems onsite or an adjacent properties? (An answer of yes means this BMP is not feasible).	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

F. Minimum Requirement #6 – Stormwater Treatment

i. Description of Compliance Need

Minimum Requirement #6 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than $\frac{3}{4}$ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

G. Minimum Requirement #7 – Flow Control

i. Description of Compliance Need

Minimum Requirement #7 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than $\frac{3}{4}$ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

H. Minimum Requirement #8 – Wetlands Protection

i. Description of Compliance Need

Minimum Requirement #8 is not required for this project because the project adds less than 5,000 square feet of new hard surface, converts less than $\frac{3}{4}$ acre of vegetation to lawn or landscape, and converts less than 2.5 acres of native vegetation to pasture.

I. Minimum Requirement #9 – Operation and Maintenance

Pick the statement or statements below that apply to this project.

☒ This project does not propose to install any permanent stormwater facilities. An Operation and Maintenance Manual is not required.

☐ The Operation and Maintenance Manual is available as a stand-alone document as part of the Permit submittal.

☐ For facilities to be maintained by the City of Tacoma (facilities located in the City Right-of-Way designed to manage stormwater from the City Right-of-Way) include the following language: The City of Tacoma is responsible for creating and keeping an Operation and Maintenance Manual for all facilities to be maintained by the City of Tacoma.

J. Additional Protective Measure – Infrastructure Protection

i. Description of Compliance Need

A quantitative downstream analysis is not required because the project is not increasing the surface area contributing to the downstream system by 5,000 square feet or more and is not increasing the surface area converted from pervious to impervious contributing to the downstream system by 5,000 square feet or more.

Construction Stormwater Pollution Prevention Plan (SWPPP) Report

Erosion and Sediment Control Lead

Name	Organization	Contact Telephone Number	Email Address	CESCL/CPESC Number (if applicable)
Unknown until bid opening	(Insert Name)	(Insert Phone Number)	(Insert Email Address)	(Insert Certification Number)

1. Proposed Construction Schedule

- i. Proposed Start Date: 1/15/2024
- ii. Proposed End Date: 10/31/24
- iii. Describe proposed phasing or sequencing (if any): NA

2. 13 Elements of Construction Stormwater Pollution Prevention

Below the 13 Elements of Construction Stormwater Pollution Prevention are provided. For each element, place a checkmark next to the BMP that will be used to satisfy the element. If Other is checked describe how the element will be addressed in detail. If an element is not required, justification for why that element is not required must be included. Volume 3, Table 3-1: Construction Stormwater BMPs by SWPP Element is a guide that can be used to help determine appropriate BMPs to address each Element.

A. Element #1: Preserve Vegetation and Mark Clearing Limits

- Before beginning any land disturbing activities, including clearing and grading, clearly mark all clearing limits, sensitive areas and their buffers, and trees that are to be preserved within the construction area to prevent damage and offsite impacts. Mark clearing limits both in the field and on the plans.
- Retain the duff layer, native topsoil, and natural vegetation in an undisturbed state to the maximum degree practicable. If it is not practicable to retain the duff layer in place, stockpile it onsite, cover it to prevent erosion, and replace it immediately upon completion of the ground-disturbing activities.
- Plastic, metal, fabric fence, or other physical barriers may be used to mark the clearing limits.

The BMP(s) proposed to meet this element are:

- ☐ Other: Field applied spray paint will be used to delineate construction area.
- ☒ This Element is not required for this project because: Work is occurring within the track prism where plantings do not exist.

B. Element #2: Establish Construction Access

- Limit construction vehicle ingress and egress to one route, if possible.
- Stabilize access points with a pad of quarry spalls, crushed rock, or other equivalent BMPs to minimize tracking of sediment.
- Locate wheel wash or tire baths onsite if other measures fail to control sediment from leaving the site.
- No tracking of sediment offsite is allowed. If sediment is tracked offsite, offsite areas (including roadways) shall be thoroughly and immediately cleaned by shoveling or pickup sweeping. Transport sediment to a controlled sediment disposal area.
- Keep streets clean at ALL times. Clean tracked sediment immediately.
- Washing of sediment to the stormwater system is not allowed.

The BMP(s) proposed to meet this element are:

- ☒ Other: Street sweeping will be used as the primary means of temporary erosion and sediment control. Access to the site is limited to access roads on Alexander Avenue and Taylor Way. Track mounted equipment will be utilized where practical.
- ☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

C. Element #3: Control Flow Rates

- Protect downstream properties, receiving waters, and conveyance systems from erosion and other damage due to increases in the velocity and peak volumetric flowrate of stormwater from the project site. A quantitative downstream analysis may be required to ensure no damage to the downstream conveyance system during construction. See Additional Protective Measure - Infrastructure Protection.
- Where necessary, construct flow control facilities as one of the first steps in grading.
- Flow control facilities shall be functional prior to construction of site improvements (e.g. impervious surfaces). It may be necessary to install temporary flow control facilities to meet flow control requirements during construction.
- Control structures designed for permanent flow control BMPs are not appropriate for use during construction without modification. If used during construction, modify the control structure to allow for long-term storage of runoff and enable sediments to settle. Verify that the BMP is sized appropriately for this purpose. Restore BMPs to their original design dimensions, remove sediment, and install a final control structure at completion of the project.
- Velocity of water leaving the site shall not exceed 3 feet/second if the discharge is to a stream or ditch.
- Permanent infiltration facilities shall not be used for flow control during construction unless lined. The bottom of the facility shall be scarified to ensure any compaction that occurred during construction is mitigated.

The BMP(s) proposed to meet this element are:

☒ This Element is not required for this project because: Flowrates and flow patterns will not change due to the project. Hard surface will not change nor will the flow patterns from the existing to the proposed conditions. Further, installation of flow control is infeasible due to the site configuration and use.

D. Element #4: Install Sediment Controls

- Design, install, and maintain effective erosion controls and sediment control to minimize the discharge of pollutants.
- Minimize sediment discharges from the site. The design, installation and maintenance of erosion and sediment controls must address factors such as the amount, frequency, intensity and duration of precipitation, the nature of resulting stormwater, and soil characteristics, including the range of soil particle sizes expected to be present on the site.
- Prior to leaving a construction site or prior to discharge to an infiltration facility, stormwater from disturbed areas shall pass through a sediment removal BMP.
- Construct sediment control BMPs as one of the first steps in grading. These BMPs shall be functional before other land disturbing activities take place.
- Locate BMPs in a manner to avoid interference with the movement of juvenile salmonids attempting to enter off-channel areas or conveyance channels.
- Provide and maintain natural buffers around surface waters, direct stormwater to vegetated areas to increase sediment removal and maximize infiltration, where feasible.
- Seed and mulch earthen structures such as dams, dikes, and diversions according to the timing indicated in Element #5.
- Design outlet structures to withdraw impounded stormwater from the surface to avoid discharging sediment that is still suspended lower in the water column. If installing a floating pump structure, include a stopper to prevent the pump basket from hitting the bottom of the pond.
- Full stabilization includes concrete or asphalt paving; quarry spalls used as ditch lining; or the use of rolled erosion products, a bonded fiber matrix product, or vegetative cover in a manner that will fully prevent soil erosion.

The BMP(s) proposed to meet this element are:

☒ BMP C235: Wattles

☒ Other: Street sweeping will be used in addition to ensure sediment does not enter the stormwater system.

☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

E. Element #5: Stabilize Soils

- Stabilize exposed and unworked soils by application of effective BMPs that prevent erosion.

- From October 1 through April 30, no soils shall remain exposed and unworked for more than 2 days. From May 1 to September 30, no soils shall remain exposed and unworked for more than 7 days. This stabilization requirement applies to all soils onsite, whether at final grade or not.
- Stabilize soils at the end of the shift, before a holiday or weekend, if needed, based on the weather forecast.
- Select appropriate soil stabilization measures for the time of year, site conditions, estimated duration of use, and the potential water quality impacts that stabilization agents may have on downstream waters or groundwater.
- Stabilize soil stockpiles from erosion, protect stockpiles with sediment trapping measures, and where possible, locate piles away from stormwater system inlets, waterways, and conveyance channels.
- Control stormwater volume and velocity within the site to minimize soil erosion.
- Control stormwater discharges, including peak volumetric flowrates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion.
- Minimize the amount of soil exposed during construction activity.
- Minimize the disturbance of steep slopes.
- Minimize soil compaction and, unless infeasible, preserve topsoil.
- Ensure the gravel base used for stabilization is clean and does not contain fines or sediment.

The BMP(s) proposed to meet this element are:

- ☐ BMP C120: Temporary and Permanent Seeding
- ☐ BMP C121: Mulching
- ☐ BMP C123: Plastic Covering
- ☐ BMP C125: Compost
- ☐ BMP C140: Dust Control
- ☐ Other: (Insert description of how element will be addressed)
- ☒ This Element is not required for this project because: Seeding and mulching is impractical in a rail setting and other elements would be impractical as they would foul the work zone. Excavations will be filled quickly usually within three days to accommodate business needs and train operations.

F. Element #6: Protect Slopes

- Design and construct cut-and-fill slopes in a manner to minimize erosion. Applicable practices include, but are not limited to, reducing continuous length of slope with terracing and diversions, reducing slope steepness, and roughening slope surfaces (for example, track walking).
- Divert offsite stormwater (sometimes called run-on) or groundwater away from slopes and disturbed areas with interceptor dikes and/or swales. Manage offsite stormwater separately from stormwater generated on the site.
- At the top of the slopes, collect stormwater in pipe slope drains or protected channels to prevent erosion. Size temporary pipe slope drains to convey either:
 - The peak volumetric flowrate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm using a single event model, or

- The 10-year return period flowrate, indicated by an Ecology-approved continuous simulation model, using a 15-minute time step.
- Use the existing land cover condition for predicting flowrates from tributary areas outside the project limits. For tributary areas on the project site, use the temporary or permanent project land cover condition, whichever will produce the highest flowrate. If using a continuous simulation model, model bare soils as landscaped areas.
- Provide temporary or permanent conveyance to remove groundwater seepage from the slope surface of exposed soil areas.
- Place excavated material on the uphill side of trenches, consistent with safety and space considerations.
- Place check dams at regular intervals within channels that are cut down a slope.
- Stabilize soils on slopes, as specified in Element #5.

The BMP(s) proposed to meet this element are:

- ☐ BMP C120: Temporary and Permanent Seeding
- ☐ BMP C121: Mulching
- ☐ BMP C122: Nets and Blankets
- ☐ BMP C123: Plastic Covering
- ☐ Other: (Insert description of how element will be addressed)
- ☒ This Element is not required for this project because: There are no slopes that will be disturbed as part of this project.

G. Element #7: Protect Stormwater System Inlets

- Protect all stormwater system inlets that are operable during construction so that stormwater does not enter the conveyance system without first being filtered or treated to remove sediment.
- Clean or remove and replace inlet protection devices when sediment has filled 1/3 of the available storage (unless a different standard is specified by the product manufacturer).
- Keep all approach roads clean. Do not allow sediment to enter the stormwater system.
- Inspect inlets weekly at a minimum and daily during storm events.

The BMP(s) proposed to meet this element are:

- ☒ BMP C220: Stormwater System Inlet Protection
- ☐ Other: (Insert description of how element will be addressed)
- ☐ This Element is not required for this project because:

H. Element #8: Stabilize Channels and Outlets

- Design, construct, and stabilize all temporary onsite conveyance channels to prevent erosion from either:
 - The peak volumetric flowrate calculated using a 10-minute time step from a Type 1A, 10-year, 24-hour frequency storm using a single event model, or
 - The 10-year return period flowrate, indicated by an Ecology-approved continuous simulation model, using a 15-minute time step.

- Use the existing land cover condition for predicting flowrates from tributary areas outside the project limits. For tributary areas on the project site, use the temporary or permanent project land cover condition, whichever will produce the highest flowrate. If using a continuous simulation model, model bare soils as landscaped areas.
- Provide stabilization, including armoring material, adequate to prevent erosion of outlets, adjacent stream banks, slopes, and downstream reaches at the outlets of all conveyance systems.

The BMP(s) proposed to meet this element are:

- ☐ Other: (Insert description of how element will be addressed)
- ☒ This Element is not required for this project because: Temporary channels and outlets are not proposed for this project.

I. Element #9: Control Pollutants

- Design, install, implement and maintain effective pollution prevention measures to minimize the discharge of pollutants.
- All discharges to the City of Tacoma wastewater system require City approval. Some discharges to the City of Tacoma stormwater system require City approval. The approval may include a separate Special Approved Discharge (SAD) permit. Visit https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals for additional information about SAD Permits.
- Handle and dispose of all pollutants, including waste materials and demolition debris that occur on site in a manner that does not cause contamination of stormwater.
- Provide cover, containment, and protection from vandalism for all chemicals, liquid products, petroleum products, and other materials that have the potential to pose a threat to human health and the environment. Provide secondary containment for tanks holding pollutants including onsite fueling tanks. Secondary containment means placing tanks or containers within an impervious structure capable of containing 110% of the volume contained in the largest tank within the containment structure. Double-walled tanks do not require additional secondary containment.
- Conduct maintenance, fueling, and repair of heavy equipment and vehicles using spill prevention and control measures. Clean contaminated surfaces immediately following any spill incident.
- Conduct oil changes, hydraulic system drain down, solvent and degreasing cleaning operations, fuel tank drain down and removal, and other activities, which may result in discharge or spillage of pollutants to the ground or into stormwater using spill prevention measures, such as drip pans.
- Discharge wheel wash or tire bath wastewater to a separate onsite treatment system that prevents discharge to surface water. Alternatively, discharge wheel wash or tire bath wastewater to the wastewater system (only allowed with SAD Permit approval).
- Apply fertilizers and pesticides in a manner and at application rates that will not result in loss of chemicals to stormwater. Follow manufacturers' recommendations for application rates and procedures.
- Use BMPs to prevent or treat contamination of stormwater by pH modifying sources. These sources include, but are not limited to, recycled concrete stockpiles, bulk cement, cement kiln dust, fly ash, new concrete washing and curing waters, waste streams generated from concrete

grinding and sawing, exposed aggregate processes, dewatering concrete vaults, and concrete pumping and mixer washout waters.

- Adjust the pH of stormwater if necessary to prevent violations of water quality standards.
- Manage concrete washout appropriately.
 - Washout concrete truck drums or concrete handling equipment in onsite or offsite designated concrete washout areas only.
 - Do not washout concrete truck drums or concrete handling equipment to streets, the stormwater system, receiving waterbodies, or the ground.
 - Washout of small concrete handling equipment may be disposed of in a formed areas awaiting concrete where it will not contaminate stormwater and surface water or groundwater.
 - Do not use upland land applications for discharging wastewater from concrete washout areas.
 - Do not dump excess concrete onsite, except in designated concrete washout areas.
 - Do not washout anything contaminated with concrete into formed areas awaiting infiltration BMPs.
 - Concrete spillage or concrete discharge directly to groundwater or surface waters of the State is prohibited.
- Written approval from the Department of Ecology is required prior to using chemical treatment other than CO₂, dry ice, or food grade vinegar to adjust pH.
- Clean contaminated surfaces immediately following any discharge or spill incident.
- Uncontaminated water from water-only based shaft drilling for construction of building, road, and bridge foundations may be infiltrated provided the wastewater is managed in a way that prohibits discharge to surface waters. Prior to infiltration, water from water-only based shaft drilling that comes into contact with curing concrete must be neutralized until pH is in the range of 6.5 to 8.5.

The BMP(s) proposed to meet this element are:

- ☐ BMP C151: Concrete Handling
- ☐ BMP C152: Sawcutting and Surface Pollution Prevention
- ☐ BMP C153: Material Delivery, Storage and Containment
- ☐ BMP C154: Concrete Washout Area
- ☐ Other: (Insert description of how element will be addressed)
- ☒ This Element is not required for this project because: No concrete work will occur.

J. Element #10: Dewatering

- Dewatering discharges to the City of Tacoma stormwater conveyance system or the City of Tacoma wastewater system may require City approval through a Special Approved Discharge (SAD) Permit. See https://www.cityoftacoma.org/government/city_departments/environmentalservices/wastewater/wastewater_permits_and_manuals for more information on the SAD Permit Process.
- Discharge foundation, vault, and trench dewatering water that has similar characteristics to site stormwater into a controlled conveyance system prior to discharge to a sediment trap or sediment pond. Stabilize channels as specified in Element #8.

- Clean, non-turbid dewatering water, such as well-point groundwater, can be discharged to systems tributary to state surface waters, as specified in Element #8, provided the dewatering flow does not cause erosion or flooding of receiving waters. Do not route clean dewatering water through TESC BMPs.
- Handle highly turbid or contaminated dewatering water separately from stormwater at the site.
- Other disposal options, depending on site constraints, may include:
 - Infiltration
 - Transport offsite in vehicle, such as a vacuum flush truck, for legal disposal in a manner that does not pollute state waters
 - Ecology approved onsite chemical treatment or other suitable treatment technologies
 - Use of a sedimentation bag that discharges to a ditch or swale for small volumes of localized dewatering

The BMP(s) proposed to meet this element are:

☒ This Element is not required for this project because: Due to proximity of work to the surface, no dewatering will be required.

K. Element #11: Maintain BMPs

- Maintain and repair as needed all temporary and permanent erosion and sediment control BMPs to assure continued performance of their intended function. Conduct maintenance and repairs in accordance with BMP specifications.
- Remove temporary erosion and sediment control BMPs within 30 days after final site stabilization is achieved or after the temporary BMPs are no longer needed. Trapped sediment shall be removed or stabilized onsite. Permanently stabilize disturbed soil resulting from removal of BMPs or vegetation.

The BMP(s) proposed to meet this element are:

☐ BMP C150: Materials on Hand

☒ BMP C160: Erosion and Sediment Control Lead

☐ Other: (Insert description of how element will be addressed)

☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

L. Element #12: Manage the Project

- *Phasing of Construction* – Phase development projects in order to prevent soil erosion and the transport of sediment from the project site during construction, unless the Erosion and Sediment Control Lead can demonstrate that construction phasing is infeasible. Revegetation of exposed areas and maintenance of that vegetation shall be an integral part of the clearing activities for any phase.
- *Seasonal Work Limitations* – From October 1 through April 30, clearing, grading, and other soil disturbing activities shall only be permitted if shown to the satisfaction of the City that silt-laden stormwater will be prevented from leaving the site through a combination of the following:

- Site conditions including existing vegetative coverage, slope, soil type, and proximity to receiving waters;
- Limitations on activities and the extent of disturbed areas; and
- Proposed erosion and sediment control measures.

Based on the information provided and local weather conditions, the City may expand or restrict the seasonal limitation onsite disturbance. The following activities are exempt from the seasonal clearing and grading limitations:

- Routine maintenance and necessary repair of erosion and sediment control BMPs
- Routine maintenance of public facilities or existing utility structures that do not expose the soil or result in the removal of the vegetative cover to soil
- Activities where there is one hundred percent infiltration of stormwater within the site in approved and installed erosion and sediment control facilities
- *Inspection and Monitoring*
 - a. Inspect, maintain, and repair all BMPs as needed to assure continued performance of their intended function. Projects regulated under the Construction Stormwater General Permit (CSWGP) must conduct site inspections and monitoring in accordance with Special Condition S4 of the CSWGP.
 - b. Projects that disturb one or more acres must have site inspections conducted by a Certified Erosion and Sediment Control Lead (CESCL) or Certified Professional in Erosion and Sediment Control (CPESC).
 - c. Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
 - d. The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
 - e. The CESCL, CPESC, or ESC Lead must examine stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen and evaluate the effectiveness of BMPs to determine if it is necessary to install, maintain, or repair BMPs.
 - f. The CESCL, CPESC, or ESC Lead must inspect all areas disturbed by construction activities, all BMPs, and all locations where stormwater leaves the site at least once every calendar week and within 24 hours of any discharge from the site. (Individual discharge events that last more than one day do not require daily inspections). The CESCL, CPESC, or ESC Lead may reduce the inspection frequency for temporary stabilized, inactive sites to once every calendar month.
 - g. Construction site operators must correct any problems identified by the CESCL, CPESC, or ESC Lead by:
 - Reviewing the SWPPP for compliance with the 13 construction SWPPP elements and making appropriate revisions within 7 days of the inspection.
 - Fully implementing and maintaining appropriate source control and/or treatment BMPs as soon as possible but correcting the problem within 10 days.
 - Documenting BMP implementation and maintenance in the site log book. (Required for sites larger than 1 acre but recommended for all sites).

Sampling and analysis of the stormwater discharges from a construction site may be necessary on a case-by-case basis to ensure compliance with standards. Ecology or the City will establish these monitoring and associated reporting requirements.

- *Responsible Party* – For all projects, a 24-hour responsible party shall be listed in the SWPPP, along with that person's telephone number and email address.
- *Maintenance of the Construction SWPPP* – Keep the Construction SWPPP onsite or within reasonable access to the site. Modify the SWPPP whenever there is a change in the design, construction, operation, or maintenance at the construction site that has, or could have, a significant effect on the discharge of pollutants to waters of the state. Modify the SWPPP if, during inspections or investigations conducted by the owner/operator, City staff, or by local or state officials, it is determined that the SWPPP is ineffective in eliminating or significantly minimizing pollutants in stormwater discharges from the site. Modify the SWPPP as necessary to include additional or modified BMPs designed to correct problems identified. Complete revisions to the SWPPP within seven (7) days following the inspection. City of Tacoma Environment Services (review staff or inspector) may require that a modification to the SWPPP go through additional City review.

The BMP(s) proposed to meet this element are:

- ☐ BMP C150: Materials on Hand
- ☒ BMP C160: Erosion and Sediment Control Lead
- ☐ BMP C162: Scheduling
- ☐ Other: (Insert description of how element will be addressed)
- ☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

M. Element #13: Protect Permanent Stormwater BMPs

- Protect all permanent stormwater BMPs from sedimentation through installation and maintenance of erosion and sediment control BMPs on portions of the site that drain into the BMPs. Restore all BMPs to their fully functioning condition if they accumulate sediment during construction. Sediment impacting Best Management Practices shall be removed before system start-up. Restoring the BMP shall include removal of all sediment and full replacement of treatment media.
- Prevent compacting infiltration facilities by excluding construction equipment and foot traffic.
- Keep all heavy equipment off native soils under infiltration BMPs that have been excavated to final grade to retain the infiltration rate of the soils.
- Protect lawn and landscaped areas from compaction due to construction equipment and material stockpiles.
- Do not allow muddy construction equipment on the base material of permeable pavement or on the permeable pavement section.
- Do not allow sediment laden runoff onto permeable pavements or base materials of permeable pavements.
- Permeable pavements fouled with sediment or that can no longer pass an initial infiltration test must be cleaned prior to final acceptance.

The BMP(s) proposed to meet this element are:

- ☒ Other: Street sweeping will be maintained during the project.

☐ This Element is not required for this project because: (Insert justification as to why Element is not required)

3. Temporary Erosion and Sediment Control BMPs

2.6.2 BMP S135: Streets

2.6.2.1 Applicability

This BMP applies to the general and enhanced maintenance of all streets. Streets are a source of many contaminants including lawn clippings, sediment, vehicle liquids, tire wear residue, heavy metals, animal wastes, lawn chemicals, paint, and combustion by-products. See BMP L633: Permeable Pavements for additional requirements that may be specific to maintaining permeable surfaces.

2.6.2.2 Required BMPs

- Conduct efficient street sweeping to minimize the contamination of stormwater. Do not wash contaminants from street into stormwater inlets or into receiving waters. Properly dispose of all street sweeping material.
- If washing must be conducted, sweep streets first to remove larger particles. Ensure dirty water does not enter the stormwater system or receiving waterbody.
- Use drip pans or absorbents wherever concrete, asphalt, asphalt emulsion, paint product, and drips are likely to spill, such as beneath discharge locations from equipment.
- Cover and contain nearby stormwater inlets to keep runoff from entering the stormwater system.
- Collect and contain all solids, slurry, and rinse water. Do not allow these to enter gutters, stormwater inlets, or conveyance ditches or onto the paved surface of a roadway or driveway.
- Designate an area onsite for washing hand tools and collect that water for disposal.
- Do not use diesel fuel for cleaning or prepping asphalt tools and equipment.
- Store all fuel, paint, and other products on secondary containment.
- Conduct paint striping operations during dry weather.

2.6.2.3 Recommended Additional BMPs

- Conduct sweeping at optimal frequencies. Optimal frequencies are those scheduled sweeping intervals that produce the most cost-effective annual reduction of pollutants

normally found in stormwater and can vary depending on land use, traffic volume, and rainfall patterns.

- Train operators in those factors that result in optimal pollutant removal. These factors include sweeper speed, brush adjustment and rotation rate, sweeping pattern, maneuvering around parked vehicles, and interim storage and disposal methods.
- Minimize the amount of water applied for dust control to avoid washing pollutants into the stormwater system.
- Consider the use of periodic parking restrictions and public notification in residential areas to ensure the sweeper's ability to sweep along the curb.
- Establish procedures for prompt sweeping, removal, and disposal of spill clean-up materials and debris from special events that will generate higher than normal loadings.
- Disposal of street sweeping solids must comply with state solid waste regulations. Additional guidance can be found in the Regional Road Maintenance – Endangered Species Act (ESA) program guidelines.
- Inform citizens about the importance of eliminating yard debris, oil, and other wastes in street gutters in order to reduce street pollutant sources.
- When encountering questionable sweeping waste contact the City of Tacoma Source Control Unit at 253-591-5588 for guidance.

1.23 BMP C160: Erosion and Sediment Control Lead

1.23.1 Purpose

The project proponent must designate at least one person as the responsible representative in charge of erosion and sediment control (ESC) and water quality protection. The designated person shall be the erosion and sediment control (ESC) lead, who is responsible for ensuring compliance with all local, state, and federal erosion and sediment control and water quality requirements.

1.23.2 Conditions of Use

- An erosion and sediment control contact is required for all project sites.
- A certified erosion and sediment control lead (CESCL) or certified professional in erosion and sediment control (CPESC) is required on projects that include, but are not limited to:
 - Construction activity that disturbs one acre of land or more.
- Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
- The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
- The CESCL, CPESC, or ESC Lead must be knowledgeable in the principles and practices of erosion and sediment control and have the skills to assess:
 - Site conditions and construction activities that could impact the quality of stormwater.
 - Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

1.23.3 Specifications

- The CESCL lead shall:
 - Have a current certified erosion and sediment control lead (CESCL) certificate proving attendance in an erosion and sediment control training course that meets the minimum ESC training and certification requirements established by Ecology.
- For additional information concerning the Certified Professional in Erosion and Sediment Control program please go to <https://envirocertintl.org/cpesc/>.
- The ESC lead shall have authority to act on behalf of the contractor or developer and shall be available, on call, 24 hours per day throughout the period of construction.
- The Construction SWPPP shall include the name, telephone number, email, and address of the designated ESC lead.
- An ESC lead may provide inspection and compliance services for multiple construction projects in the same geographic region.
- Duties and responsibilities of the ESC lead shall include, but are not limited to, the following:
 - Inspecting all areas disturbed by construction activities, all BMPs and all locations where runoff leaves the site at least once every calendar week and within 24 hours of any discharge from the site. The ESC lead may reduce the inspection frequency for temporary stabilized, inactive sites to monthly.
 - Examining stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen.
 - Evaluating the effectiveness of BMPs.
 - Maintaining a permit file onsite at all times which includes the SWPPP and any associated permits and plans.
 - Directing BMP installation, inspection, maintenance, modification, and removal.

- Updating all project drawings and the Construction SWPPP with changes made.
- Keeping daily logs and inspection reports. Inspection reports should include:
 - Inspection date/time.
 - Weather information, general conditions during inspection, and approximate amount of precipitation since the last inspection.
 - A summary or list of all BMPs implemented, including observations of all erosion/sediment control structures or practices. The following shall be noted:
 - Locations of BMPs inspected,
 - Locations of BMPs that need maintenance,
 - Locations of BMPs that failed to operate as designed or intended, and
 - Locations where additional or different BMPs are required.
 - Visual monitoring results, including a description of discharged stormwater. The presence of suspended sediment, turbid water, discoloration, and oil sheen shall be noted, as applicable.
 - Any water quality monitoring performed during inspection.
 - General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made as a result of the inspection.
- Facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies or the owner.
- Keep an inventory of equipment onsite.

3.2.11 BMP C220: Storm Drain Inlet Protection

3.2.11.1 Purpose

To prevent coarse sediment from entering drainage systems prior to permanent stabilization of the disturbed area.

3.2.11.2 Conditions of Use

- Where storm drain inlets are to be made operational before permanent stabilization of the disturbed drainage area.
- Provide protection for all storm drain inlets downslope and within 500 feet of a disturbed or construction area, unless the runoff that enters the catch basin will be conveyed to a sediment pond or trap. Inlet protection may be used anywhere to protect the drainage system. It is likely that the drainage system will still require cleaning.
- Table 2 - 11 lists several options for inlet protection. All of the methods for storm drain inlet protection are prone to plugging and require a high frequency of maintenance. Drainage areas should be limited to 1 acre or less. Emergency overflows may be required where stormwater ponding would cause a hazard. If an emergency overflow is provided, additional end-of-pipe treatment may be required.
- Only bag filter type catch basin filters (per Section 3.2.11.3) are allowed within the right of way.

Table 2 - 11: Storm Drain Inlet Protection

Type of Inlet Protection	Emergency Overflow	Applicable for Paved/Earthen Surfaces	Conditions of Use
Excavated drop inlet protection	Yes, temporary flooding will occur	Earthen	Applicable for heavy flows. Easy to maintain. Large area requirement: 30' x 30' per acre.
Block and gravel drop filter	Yes	Paved or earthen	Applicable for heavy concentrated flows. Will not pond.
Gravel and mesh filter	No	Paved	Applicable for heavy concentrated flows. Will pond. Can withstand traffic.
Catch basin filters	Yes	Paved or earthen	Frequent maintenance required.
Curb inlet protection with a wooden weir	Small capacity overflow	Paved	Used for sturdy, more compact installation.
Block and gravel curb inlet protection	Yes	Earthen	Sturdy, but limited filtration.
Culvert inlet sediment trap			18-month expected life.

3.2.11.3 Design and Installation Specifications

Excavated Drop Inlet Protection

- An excavated impoundment around the storm drain. Sediment settles out of the stormwater prior to entering the storm drain.

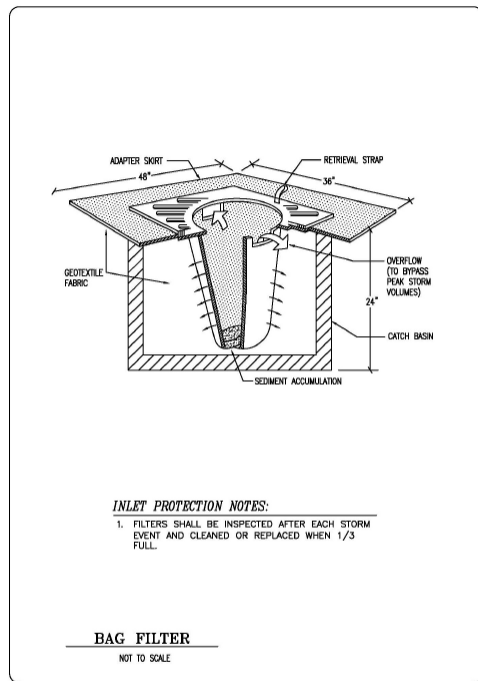


Figure 2 - 20. Catchbasin Filter

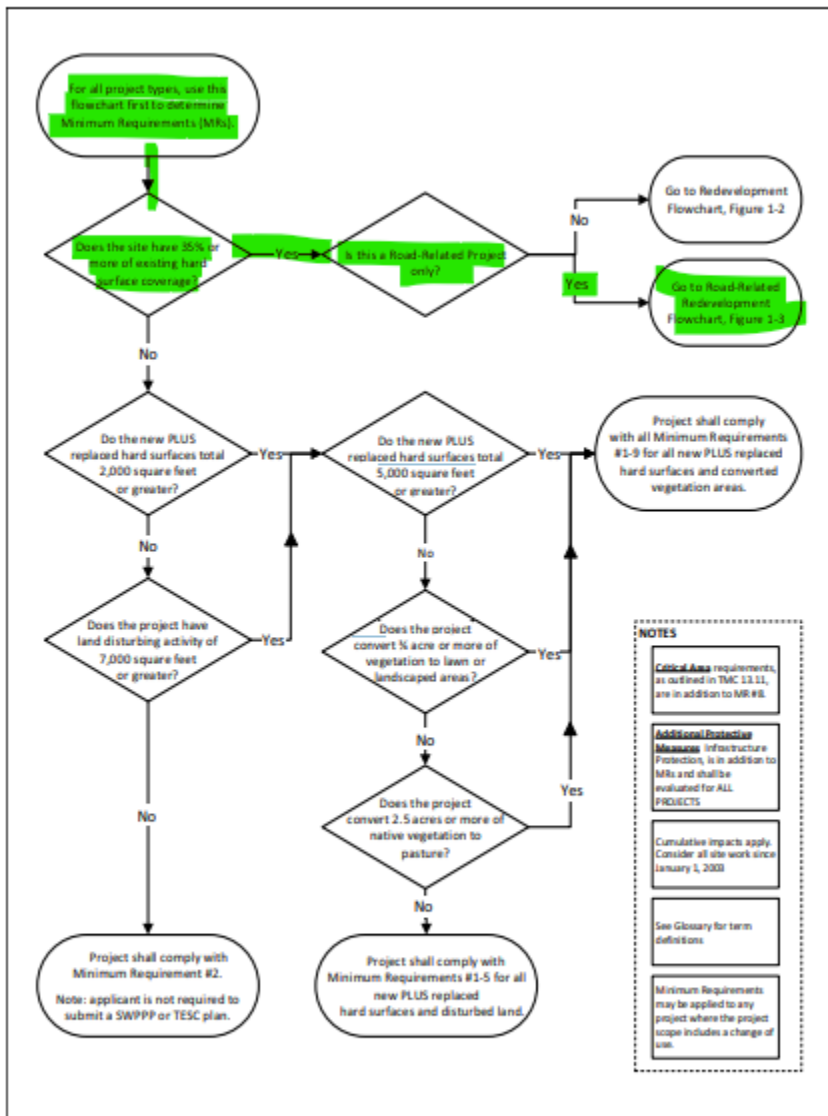


Figure 1 - 1: All Projects and New Development Flowchart

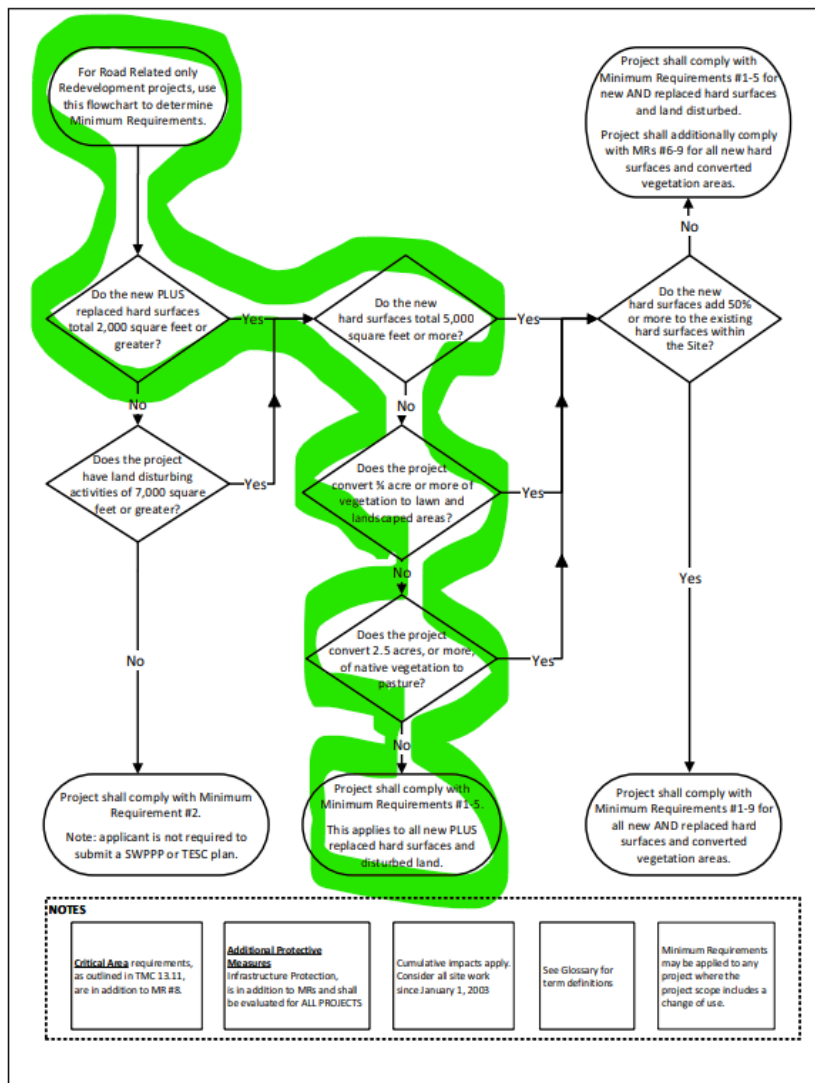


Figure 1 - 3: Road-Related Redevelopment Flowchart

1.23 BMP C160: Erosion and Sediment Control Lead

1.23.1 Purpose

The project proponent must designate at least one person as the responsible representative in charge of erosion and sediment control (ESC) and water quality protection. The designated person shall be the erosion and sediment control (ESC) lead, who is responsible for ensuring compliance with all local, state, and federal erosion and sediment control and water quality requirements.

1.23.2 Conditions of Use

- An erosion and sediment control contact is required for all project sites.
- A certified erosion and sediment control lead (CESCL) or certified professional in erosion and sediment control (CPESC) is required on projects that include, but are not limited to:
 - Construction activity that disturbs one acre of land or more.
- Projects disturbing less than one acre must have an Erosion Sediment Control Lead (ESC) conduct inspections. The ESC Lead does not have to have CESCL or CPESC certification.
- The CESCL, CPESC, or ESC Lead shall be identified in the SWPPP and shall be onsite or on-call at all times.
- The CESCL, CPESC, or ESC Lead must be knowledgeable in the principles and practices of erosion and sediment control and have the skills to assess:
 - Site conditions and construction activities that could impact the quality of stormwater.
 - Effectiveness of erosion and sediment control measures used to control the quality of stormwater discharges.

1.23.3 Specifications

- The CESCL lead shall:
 - Have a current certified erosion and sediment control lead (CESCL) certificate proving attendance in an erosion and sediment control training course that meets the minimum ESC training and certification requirements established by Ecology.
- For additional information concerning the Certified Professional in Erosion and Sediment Control program please go to <https://envirocertintl.org/cpesc/>.
- The ESC lead shall have authority to act on behalf of the contractor or developer and shall be available, on call, 24 hours per day throughout the period of construction.
- The Construction SWPPP shall include the name, telephone number, email, and address of the designated ESC lead.
- An ESC lead may provide inspection and compliance services for multiple construction projects in the same geographic region.
- Duties and responsibilities of the ESC lead shall include, but are not limited to, the following:
 - Inspecting all areas disturbed by construction activities, all BMPs and all locations where runoff leaves the site at least once every calendar week and within 24 hours of

any discharge from the site. The ESC lead may reduce the inspection frequency for temporary stabilized, inactive sites to monthly.

- Examining stormwater visually for the presence of suspended sediment, turbidity, discoloration, and oil sheen.
- Evaluating the effectiveness of BMPs.
- Maintaining a permit file onsite at all times which includes the SWPPP and any associated permits and plans.
- Directing BMP installation, inspection, maintenance, modification, and removal.
- Updating all project drawings and the Construction SWPPP with changes made.
- Keeping daily logs and inspection reports. Inspection reports should include:
 - Inspection date/time.
 - Weather information, general conditions during inspection, and approximate amount of precipitation since the last inspection.
 - A summary or list of all BMPs implemented, including observations of all erosion/sediment control structures or practices. The following shall be noted:
 - Locations of BMPs inspected,
 - Locations of BMPs that need maintenance,
 - Locations of BMPs that failed to operate as designed or intended, and
 - Locations where additional or different BMPs are required.
 - Visual monitoring results, including a description of discharged stormwater. The presence of suspended sediment, turbid water, discoloration, and oil sheen shall be noted, as applicable.
 - Any water quality monitoring performed during inspection.
 - General comments and notes, including a brief description of any BMP repairs, maintenance, or installations made as a result of the inspection.
- Facilitate, participate in, and take corrective actions resulting from inspections performed by outside agencies or the owner.
- Keep an inventory of equipment onsite.

1.24 BMP C162: Scheduling

1.24.1 Purpose

Sequencing a construction project reduces the amount and duration of soil exposed to erosion.

1.24.2 Conditions of Use

The construction sequence schedule is an orderly listing of all major land-disturbing activities together with the necessary erosion and sediment control measures planned for the project. This type of schedule guides the contractor on work to be done before other work is started so serious erosion and sedimentation problems can be avoided.

Following a specified work schedule that coordinates the timing of land-disturbing activities and the installation of control measures is perhaps the most cost-effective way of controlling erosion during construction. The removal of surface ground cover leaves a site vulnerable to accelerated erosion. Construction procedures that limit land clearing, provide timely installation of erosion and sedimentation controls, and restore protective cover quickly can significantly reduce the erosion potential of a site.

1.24.3 Design Considerations

- Minimize construction during rainy periods.
- Schedule projects to disturb only small portions of the site at any one time. Complete grading as soon as possible. Immediately stabilize the disturbed portion before grading the next portion. Practice staged seeding in order to revegetate cut and fill slopes as the work progresses.

1.40 BMP C235: Wattles

1.40.1 Purpose

Wattles are temporary erosion and sediment control barriers consisting of straw, compost or other material that is wrapped in netting made of natural plant fiber or similar encasing material. They reduce the velocity and can spread the flow of rill and sheet runoff, and can capture and retain sediment.

1.40.2 Conditions of Use

- Wattles shall consist of cylinders of plant material such as weed-free straw, coir, wood chips, excelsior, or wood fiber or shavings encased within netting made of natural plant fibers unaltered by synthetic materials.
- Use wattles
 - In disturbed areas that require immediate erosion protection.
 - On exposed soils during the period of short construction delays, or over winter months.
 - On slopes requiring stabilization until permanent vegetation can be established.
- The material used dictates the effectiveness period of the wattle. Generally, wattles are effective for one to two seasons.
- Prevent rilling beneath wattles by entrenching and overlapping wattles to prevent water from passing between them.

1.40.3 Design Criteria

- See Figure 3 - 25: Straw Wattles for typical construction details.
- Wattles are typically 8 to 10 inches in diameter and 25 to 30 feet in length.
- Install wattles perpendicular to the flow direction and parallel to the slope contour.
- Place wattles in shallow trenches, staked along the contour of disturbed or newly constructed slopes. Dig narrow trenches across the slope (on contour) to a depth of 3 to 5 inches on clay soils and soils with gradual slopes. On loose soils, steep slopes, and areas with high rainfall, dig the trenches to a depth of 5 to 7 inches, or 1/2 to 2/3 of the thickness of the wattle.
- Start building trenches and installing wattles from the base of the slope and work up. Spread excavated material evenly along the uphill slope and compact it using hand tamping or other methods.
- Construct trenches at contour intervals of 10-to 25- feet apart depending on the steepness of the slope, soil type, and rainfall. The steeper the slope the closer together the trenches .
- Install the wattles snugly into the trenches and overlap the ends of adjacent wattles 12 inches behind one another.
- Install stakes at each end of the wattle, and at 4-foot centers along entire length of wattle.
- If required, install pilot holes for the stakes using a straight bar to drive holes through the wattle and into the soil.

- Wooden stakes should be approximately 0.75 x 0.75 x 24 inches min. Live cuttings or 3/8-inch rebar can also be used for stakes.
- Stakes should be driven through the middle of the wattle, leaving 2 to 3 inches of the stake protruding above the wattle.

1.40.4 Maintenance Standards

- Wattles may require maintenance to ensure they are in contact with soil and thoroughly entrenched, especially after significant rainfall on steep sandy soils.
- Inspect the slope after significant storms and repair any areas where wattles are not tightly abutted or water has scoured beneath the wattles.

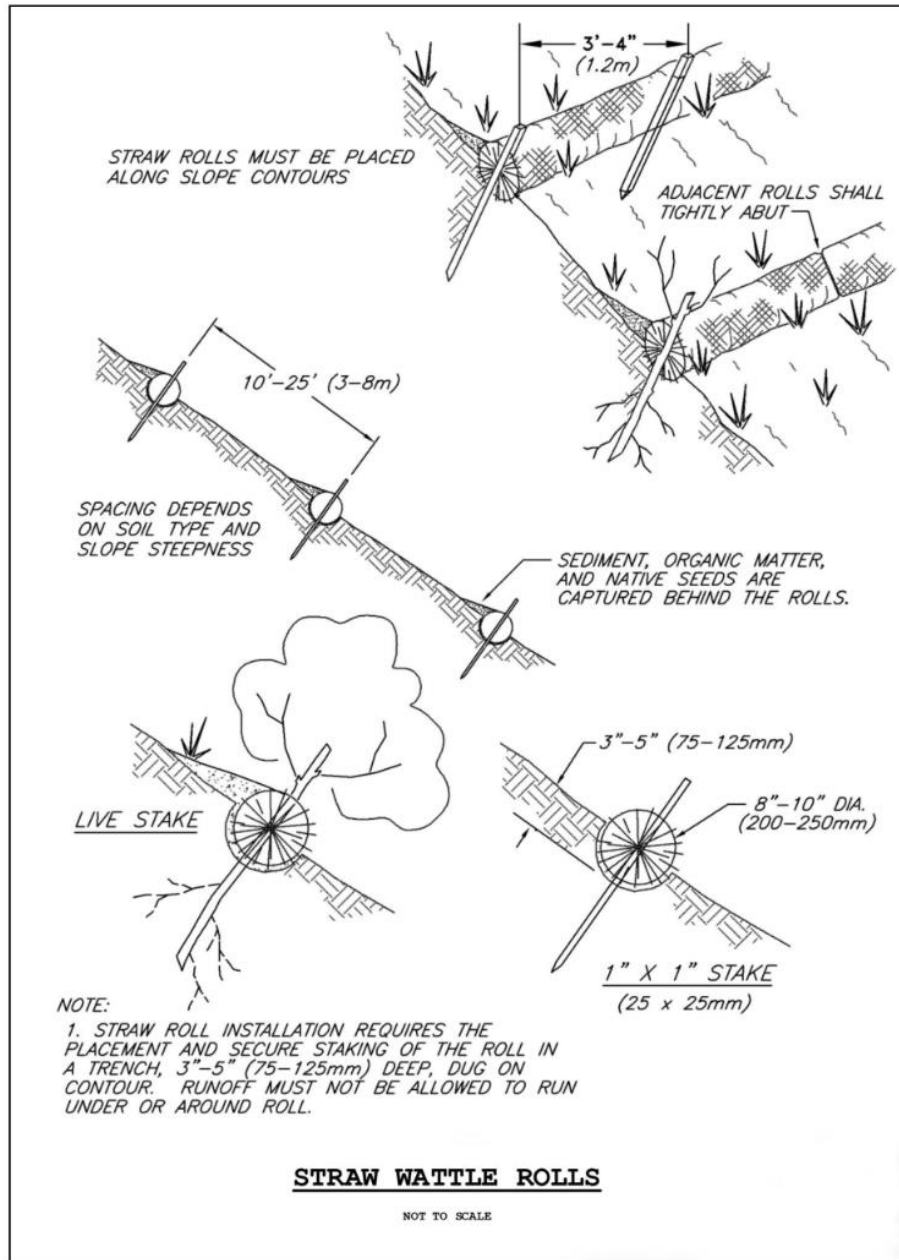


Figure 3 - 25: Straw Wattles

1.35 BMP C220: Stormwater System Inlet Protection

1.35.1 Purpose

To prevent coarse sediment from entering stormwater systems prior to permanent stabilization of the disturbed area.

1.35.2 Conditions of Use

- Use where inlets are to be made operational before permanent stabilization of the disturbed area.
- Provide protection for all stormwater system inlets downslope and within 500 feet of a disturbed or construction area, unless those inlets are preceded by another sediment trapping device.
- Table 3 - 11: Stormwater System Inlet Protection lists several options for inlet protection. All of the methods for stormwater system inlet protection are prone to plugging and require a high frequency of maintenance. Contributing areas should be limited to 1 acre or less. Emergency overflows may be required where stormwater ponding would cause a hazard. If an emergency overflow is provided, additional end-of-pipe treatment may be required.

Table 3 - 11: Stormwater System Inlet Protection

Type of Inlet Protection	Emergency Overflow	Applicable for Paved/ Earthen Surfaces	Conditions of Use
Excavated drop inlet protection	Yes, temporary flooding will occur	Earthen	Applicable for heavy flows. Easy to maintain. Large area requirement: 30' x 30' per acre.
Block and gravel drop filter	Yes	Paved or earthen	Applicable for heavy concentrated flows. Will not pond.
Gravel and mesh filter	No	Paved	Applicable for heavy concentrated flows. Will pond. Can withstand traffic.
Catch basin filters	Yes	Paved or earthen	Frequent maintenance required.
Curb inlet protection with a wooden weir	Small capacity overflow	Paved	Used for sturdy, more compact installation.
Block and gravel curb inlet protection	Yes	Earthen	Sturdy, but limited filtration.
Culvert inlet sediment trap			18-month expected life.

1.35.3 Design and Installation Specifications

Excavated Drop Inlet Protection

- An excavated impoundment around the inlet. Sediment settles out of the stormwater prior to entering the stormwater conveyance system..

- Provide depth of 1 to 2 feet, as measured from the crest of the inlet structure.
- Slope sides of excavation no steeper than 2H:1V.
- Minimum volume of excavation 35 cubic yards.
- Shape excavation to fit site with longest dimension oriented toward the longest inflow area.
- Install provisions for collection and conveyance to prevent standing water problems.
- Clear the area of all debris.
- Grade the approach to the inlet uniformly.
- Drill weep holes into the side of the inlet.
- Protect weep holes with screen wire and washed aggregate.
- Seal weep holes when removing structure and stabilizing area.
- It may be necessary to build a temporary dike to the down slope side of the structure to prevent bypass flow.

Block and Gravel Filter

- A block and gravel filter is a barrier formed around the stormwater system inlet with standard concrete blocks and gravel. See Figure 3 - 17: Drop Inlet with Block and Gravel Filter.
- Provide a height 1 to 2 feet above inlet.
- Recess the first row 2 inches into the ground for stability.
- Support subsequent courses by placing a piece of 2x4 lumber through the block opening.
- Do not use mortar.
- Lay some blocks in the bottom row on their side for dewatering the pool.
- Place hardware cloth or comparable wire mesh with ½-inch openings over all block openings.
- Place gravel just below the top of blocks on slopes of 2H:1V or flatter.
- An alternative design is a gravel berm surrounding the inlet with the following characteristics:
 - Provide an inlet slope of 3H:1V.
 - Provide an outlet slope of 2H:1V.
 - Provide a 1-foot wide level stone area between the structure and the inlet.
 - Use inlet slope stones 3 inches in diameter or larger.
 - For outlet slope use gravel ½- to ¾-inch at a minimum thickness of 1-foot.

Gravel and Wire Mesh Filter

- A gravel and wire mesh filter is a gravel barrier placed over the top of the inlet (see). This structure does not provide an overflow.
- Use a hardware cloth or comparable wire mesh with 1/2-inch openings.

- Place wire mesh over the drop inlet so that the wire extends a minimum of 1-foot beyond each side of the inlet structure.
- Overlap the strips if more than one strip of mesh is necessary.
- Place coarse aggregate over the wire mesh.
 - Provide at least a 12-inch depth of aggregate over the entire inlet opening and extend at least 18-inches on all sides.

Catch Basin Filters

- Inserts (Figure 3 - 19: Catch Basin Filter) shall be designed by the manufacturer for use at construction sites. The limited sediment storage capacity increases the frequency of inspection and maintenance required, which may be daily for heavy sediment loads. The maintenance requirements can be reduced by combining a catch basin filter with another type of inlet protection. This type of inlet protection provides flow bypass without overflow and therefore may be a better method for inlets located along active rights-of-way.
- Provide a minimum of 5 cubic feet of storage.
- Requires dewatering provisions.
- Provide a high-flow bypass that will not clog under normal use at a construction site.
- The catch basin filter is inserted in the catch basin just below the grating.

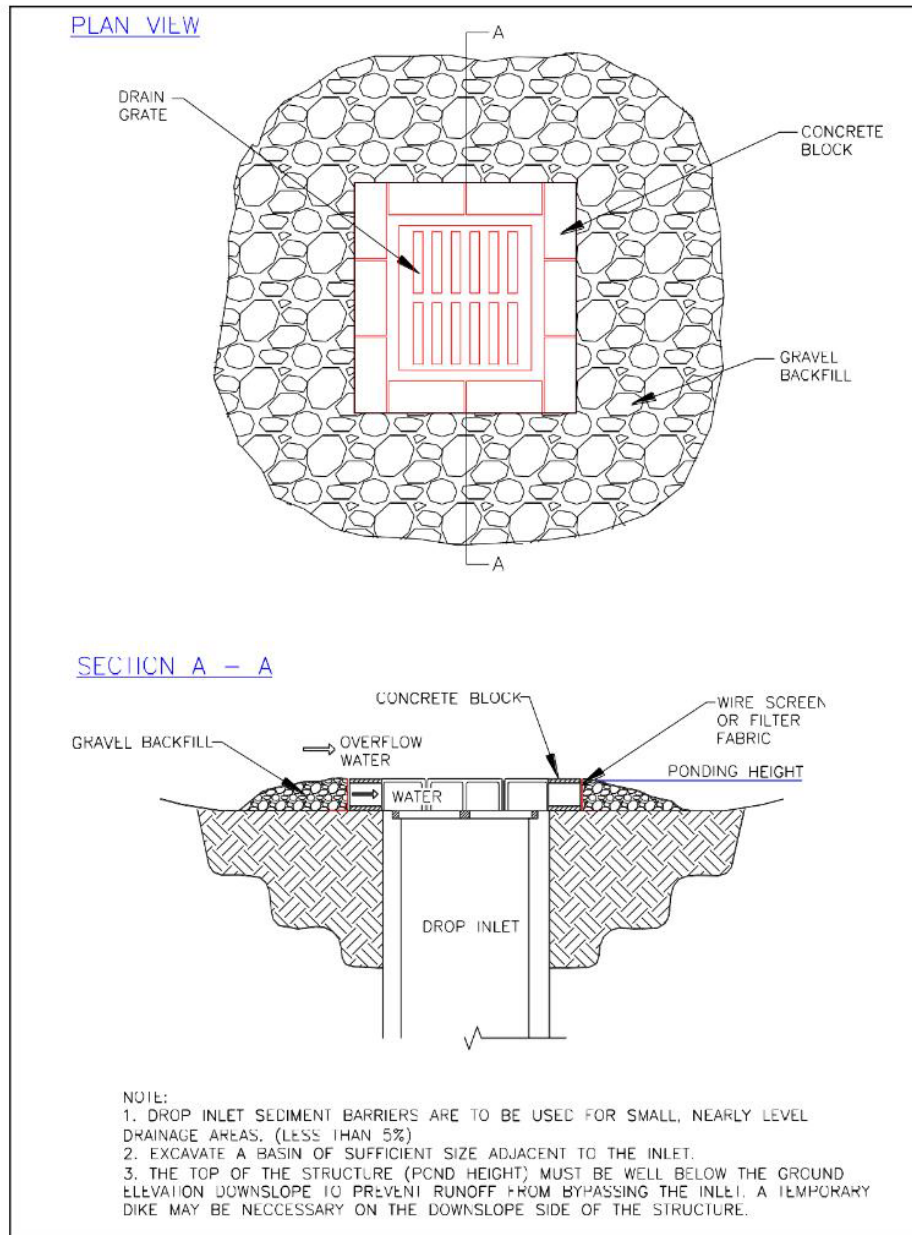


Figure 3 - 17: Drop Inlet with Block and Gravel Filter

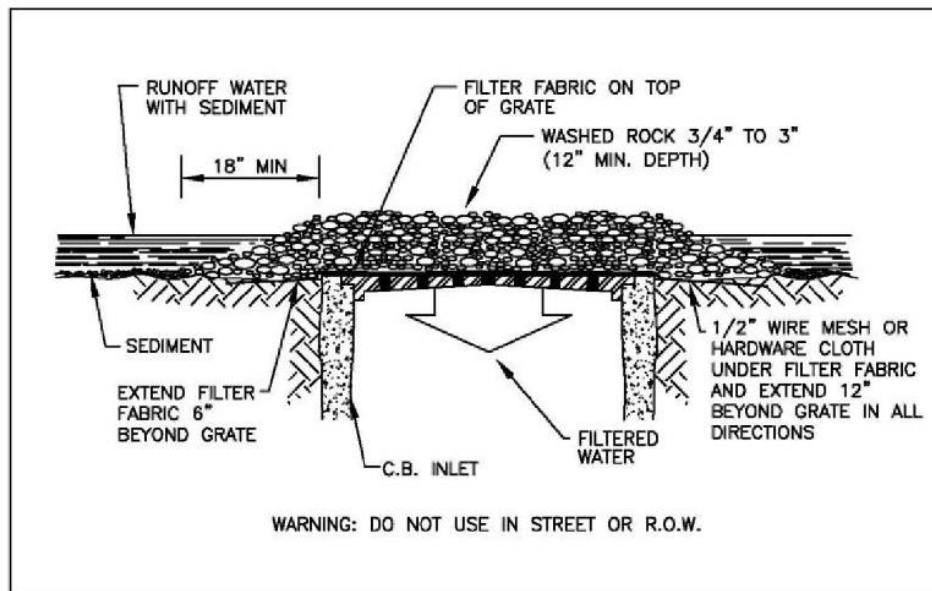


Figure 3 - 18: Gravel and Wire Mesh Filter

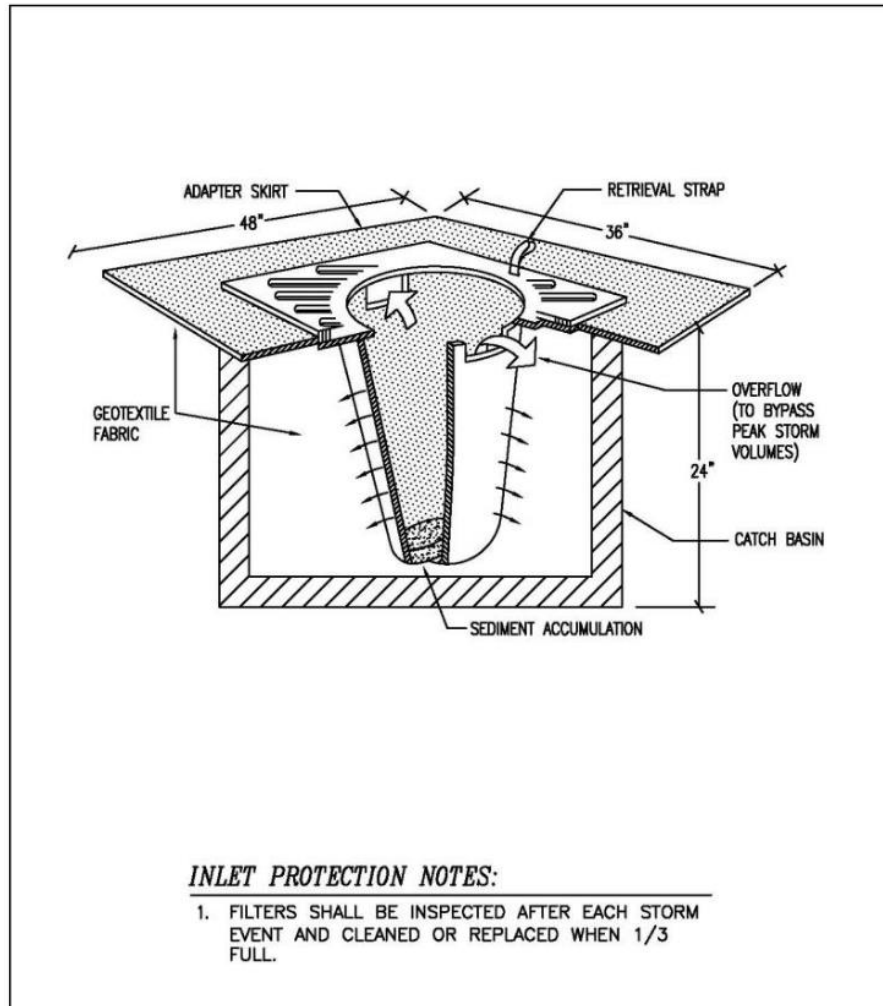


Figure 3 - 19: Catch Basin Filter

Curb Inlet Protection with Wooden Weir

Barrier formed around a curb inlet with a wooden frame and gravel.

- Use wire mesh with ½-inch openings.
- Use extra strength filter cloth.
- Construct a frame.
- Attach the wire and filter fabric to the frame.
- Pile coarse washed aggregate against the wire and fabric.
- Place weight on frame anchors.

Block and Gravel Curb Inlet Protection

Barrier formed around an inlet with concrete blocks and gravel. See Figure 3 - 20: Block and Gravel Curb Inlet Protection.

- Use wire mesh with ½-inch openings.
- Place two concrete blocks on their sides abutting the curb at either side of the inlet opening. These are spacer blocks.
- Place a 2x4 stud through the outer holes of each spacer block to align the front blocks.
- Place blocks on their sides across the front of the inlet and abutting the spacer blocks.
- Place wire mesh over the outside vertical face.
- Pile coarse aggregate against the wire to the top of the barrier.

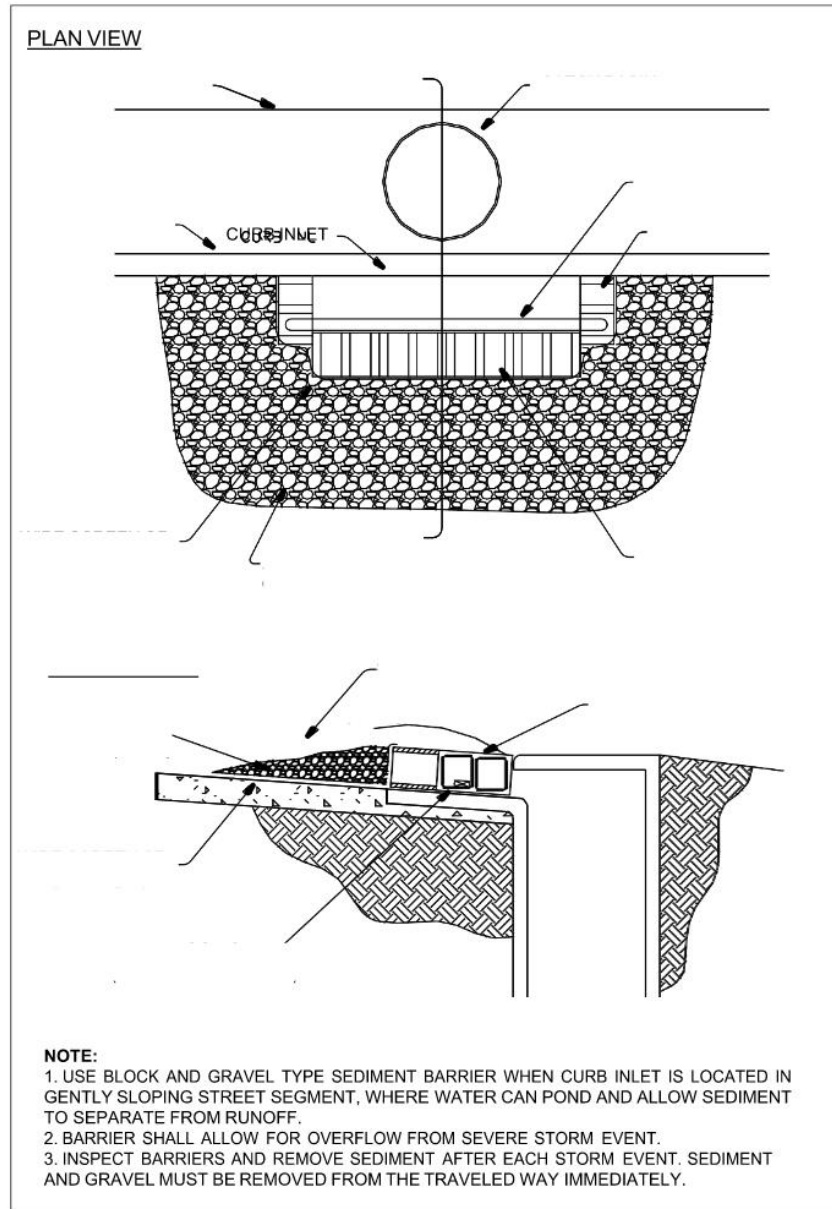


Figure 3 - 20: Block and Gravel Curb Inlet Protection

Curb and Gutter Sediment Barrier

Sandbag or rock berm (riprap and aggregate) 3 feet high and 3 feet wide in a horseshoe shape. See Figure 3 - 21: Curb and Gutter Sediment Barrier.

- Construct a horseshoe shaped berm, faced with coarse aggregate if using riprap, 3 feet high and 3 feet wide, at least 2 feet from the inlet.
- Construct a horseshoe shaped sedimentation trap on the outside of the berm sized to sediment trap standards for protecting a culvert inlet.

1.35.4 Maintenance Standards

- Inspect inlet protection frequently, especially after storm events. If the insert becomes clogged, clean or replace it.
- For systems using stone filters: If the stone filter becomes clogged with sediment, the stones must be pulled away from the inlet and cleaned or replaced. Since cleaning of gravel at a construction site may be difficult, an alternative approach would be to use the clogged stone as fill and put fresh stone around the inlet.
- Do not wash sediment into the stormwater system while cleaning. Spread all excavated material evenly over the surrounding land area or stockpile and stabilize as appropriate.
- Do not allow accumulated sediment to enter the stormwater system.
- Inlet protection shall be removed when area is fully stabilized and erosion and sediment controls are no longer needed.

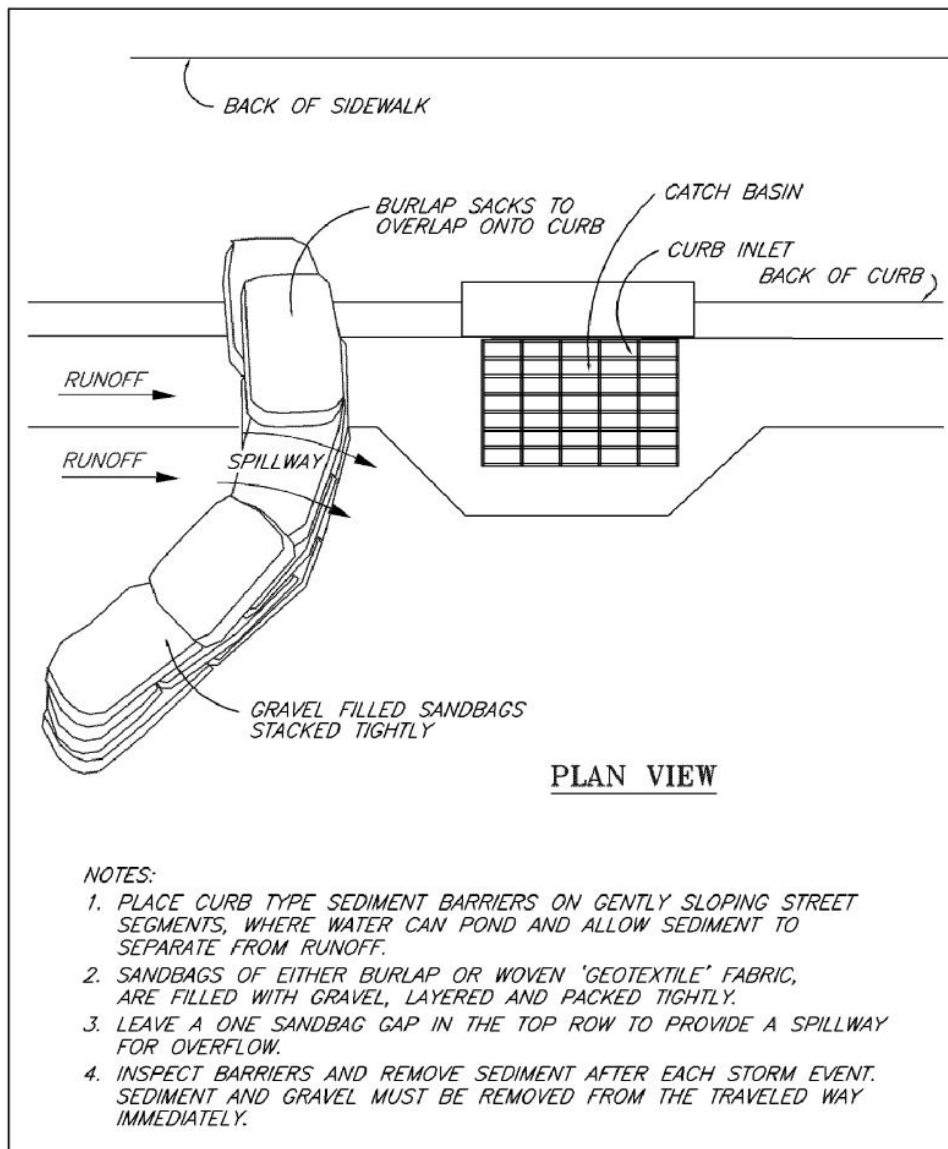


Figure 3 - 21: Curb and Gutter Sediment Barrier

PART III

CITY OF TACOMA

EQUITY IN CONTRACTING PROGRAM

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to ensure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](http://www.omwbe.com) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business
Enterprise Requirement

0%

Women Business
Enterprise Requirement

0%

Small Business Enterprise
Requirement

0%

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

www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/EIC: RAL-00129

Date of Record: 11/01/2023

Project Spec#: TR23-0234F

Project Title: Blair Switch Replacement

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) PROGRAM

Bidders Special Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma.

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office*.

For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.*

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC policy, the City of Tacoma is utilizing a cloud-based software system:

B2Gnow - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.

The system is monitored/audited by EIC staff to ensure contract compliance, proactively identify potential issues, and track contract progress.

***EIC STAFF Contact Information**

For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:

- **Call EIC Office** at (253) 591-5630 or (253) 591-5826
- **Email EIC Office** at EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.



Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

1.Bidder Name:					
2.Project Title:				3.SPEC #:	
4.Base Bid – No Sales Tax (Must match Bid Proposal amount)				\$	
Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Description of Bid Item(s) that will be performed by the Certified Firm(s)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE		
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

*** For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package**

EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.



Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Example of a COMPLETED EIC UTILIZATION FORM

Initial Information:

1.Bidder Name:	ABC Construction, Inc.			
2.Project Title:	Downtown Restoration and Street Maintenance Project		3.SPEC #:	PW23-0011F
4.Base Bid – No Sales Tax (Must match Project Estimate amount)	\$359, 670. 00			

Column A. Certified Business Name	Column B. Business Cert. Type			Column C. Description of Bid Item(s) that will be performed by the Certified Firm(s)	Column D. Subcontract Amount
	MBE	WBE	SBE/ DBE		If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements
Hughes Group LLC Representative Name & Contact # below: Patrick Hughes – (253) 588-2626	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Traffic Control What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	\$30,000
God’s Green Earth LLC Representative Name & Contact # below: Douglas Turner – (253) 439-0098	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Landscape maintenance and restoration What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	\$9,500.00
Valley Illuminators Representative Name & Contact # below: Polly Valley – (253) 565-6946	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Manufacturer, wholesaler, and retailer of FAA certified & compliant products What is the Certified Firm Project Role? Subcontractor <input type="checkbox"/> Material Supplier (20%) <input checked="" type="checkbox"/>	\$10,000 (In this example, Total subcontract amount is \$10,000- Only 20% of total will be applied towards *EIC Reqs)
Representative Name & Contact # below:				What is the Certified Firm Project Role? Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

*** For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package**

INSTRUCTIONS TO BIDDERS FOR COMPLETING THE EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

Complete Initial Information Section:

1. Enter Bidder firm name
2. Enter Project Title as it appears on the Specification
3. Enter Spec # as it appears on the Specification
4. State the Base Bid, which is the Bidder's bid amount, plus any alternates, additives, and deductive selected by the City. Do not include sales tax.

Complete Column "A": List all Certified Businesses with whom you will execute a subcontract if you are the successful Bidder. Provide a contact person for the Certified Business and the contact phone number.

Complete Column "B": State if the identified Certified Business is certified as an MBE, WBE, and/or SBE/DBE. **Note:** One Certified Business may count towards multiple requirements; check all applicable certifications

Complete Column "C": Specify the role of each listed Certified Business by checking Subcontractor or Material Supplier. **Note:** Each role counts differently towards EIC Utilization Requirements.

- Subcontractor: 100% of subcontract amount counts towards the EIC Utilization Requirement
- Material Supplier: 20% of supply expenditure amount counts towards the EIC Utilization Requirement
- **EXAMPLE** Material cost = \$100,000 equates to $(\$100,000 \times 20\%) = \$20,000$ to be applied towards the EIC Requirements

Provide a description of the scope of work, services, or materials/supplies planned to be provided by each listed Certified Business.

Note: The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business's OMWBE Profile. This ensures that the Certified Business is able to perform the work scope or role for which they have been listed.

Complete Column "D": Enter the subcontract amount for each Certified Business listed. This amount is the price that Bidder and Certified Business have agreed upon **prior to submittal**.

ADDITIONAL IMPORTANT INSTRUCTIONS:

- Bidders must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form. EIC staff will contact all listed Certified Businesses to verify that they have been contacted by Bidder regarding participation and subcontract amounts prior to being listed on this form. If the listed Certified Businesses have not been contacted prior to being listed on this form, Bidders will be deemed non-responsive.
- Include the completed EIC Utilization form with bid submittal. Incomplete, incorrect, or missing forms will render a bid nonresponsive.
- If awarded the Contract from the Specification bidders must execute subcontracts or supply agreements with Certified Businesses listed on the EIC Utilization Form. Failure to enter into an agreement with the Certified Businesses listed in Column A for at least the corresponding dollar amount listed in Column D, may result in penalties authorized by the Tacoma Municipal Code (TMC) 1.07.110.

CHAPTER 1.07

EQUITY IN CONTRACTING

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Approval as a Certified Business.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

1.07.020.B

A. “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with

federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

1.07.020.G

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

“Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

1.07.020.P

“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

1.07.020.Q

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

1.07.020.R

“Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

“Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability, or “pregnancy outcomes” under TMC 1.29.040, in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 28859 Ex. A; passed Nov. 22, 2022: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Approval as a Certified Business.

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.
3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals.

The applicant may appeal any approval determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28766 Ex. A; passed June. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;

2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

PART IV

CITY OF TACOMA

**LOCAL EMPLOYMENT AND APPRENTICESHIP
TRAINING PROGRAM (LEAP) REGULATIONS FOR
PUBLIC WORKS CONTRACTS**

LEAP REQUIREMENT FORM

Local Employment and Apprenticeship Training Program Requirements

Local Employee Requirement Only

This project has a LEAP Requirement of 15% Local Employee Utilization.

- Please add attached **LEAP Bid documents** to your spec
- Please note in your spec that when the project is added to the Labor & Industries' Awarding Agency Portal site, the "Tacoma, City of" label should be chosen.
- Please send the Notice to Proceed and Notice of Completion to leap@cityoftacoma.org
- Send PreBid and PreCon agendas to LEAP with time to review
- Invite LEAP to the project PreBid, PreCon, and Progress Meetings
- If the contract is the result of a Cooperative Agreement or an Interlocal – Piggyback Public Agency Agreement, contact LEAP directly before drafting the contract.

For questions or concerns related to LEAP and LCP Tracker, email LEAP Staff at leap@cityoftacoma.org

PART V

STATE PREVAILING WAGE RATES

AND

INSURANCE 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

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.
- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. 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.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. 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).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability 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. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or 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.

3.2 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 MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

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

3.4 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.

3.5 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.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 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 Limited Seepage, Pollution Endorsement and Evacuation Expense Coverage Endorsements.

3.7 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.