



City of Tacoma
Tacoma Rail

**SPECIFICATION NO.
TR24-0066F**

ANNIE 1&2 TRACK UPGRADES

Project No. RAL-00128

TACOMA RAIL

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

**SPECIFICATION NO.
TR24-0066F**

ANNIE 1&2 TRACK UPGRADES

PROJECT NO. RAL-00128

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

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



SPECIFICATION NO. TR24-0066F

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**City of Tacoma
Tacoma Rail**

**REQUEST FOR BIDS TR24-0066F
Annie 1&2 Track Upgrades**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, May 14, 2024

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. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. 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 a.m. 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 by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at 2601 SR509 North Frontage Road, Tacoma, Washington, 98421 at 1:30 p.m. Pacific Time on Wednesday, May 1, 2024.

Project Scope: This Contract shall generally consist of replacing ten switches, and upgrading rail hardware to Pandrols. Other work will include removing one crossover and installing another at a different location.

Estimate: \$2,500,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave 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 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.

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

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full and submitted with your bid response:

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

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

7. **STATEMENT OF QUALIFICATIONS**: The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the Engineer to

determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the Contract.

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.

Example LEAP Requirements:

1. Local Employment Utilization Requirement – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.

2. Apprentice Utilization Requirement - 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: Depending on the number of requirements assigned to this project, the requirements could be satisfied concurrently. For example if the prime contractor utilizes individuals who simultaneously meet more than one assigned requirement, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area, then the hours worked by that individual will be applied toward both requirements.

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

**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

B I D P R O P O S A L

SPECIFICATION NO. TR24-0066F

Annie 1&2 Track Upgrades

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. RAL-00128 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 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	3 Each	\$ _____	\$ _____
5. 8-31	Project Surveying	1 Lump Sum	Lump Sum	\$ _____
6. 8-31	Select Cross Tie Replacement	1460 Each	\$ _____	\$ _____
7. 8-31	Raise, Surface, Line and Dress	9870 Track Ft.	\$ _____	\$ _____
8. 8-31	#5 Ballast Incl. Haul	2400 Ton	\$ _____	\$ _____

Contractor's Name: _____
Specification No. TR24-0066F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. 8-31	Excavation, Disposal Including Haul	1550 Ton	\$ _____	\$ _____
10. 8-31	Furnish and Install 115RE, #7 Turnout	4 Each	\$ _____	\$ _____
11. 8-31	Furnish and Install 115RE, #9 Turnout	3 Each	\$ _____	\$ _____
12. 8-31	Furnish and Install 115RE, #9 Crossover	2 Each	\$ _____	\$ _____
13. 8-31	Steel Recycle Recovery	EST	Estimated	\$ <u>-5300</u>
14. 8-31	Remove and Replace Track	70 Track Ft.	\$ _____	\$ _____
15. 8-31	Remove and Reinstall Rail	2075 Track Ft.	\$ _____	\$ _____
16. 8-31	Remove Existing Pavement, Type 1 Class A8	65 Sq. Yd	\$ _____	\$ _____
17. 8-31	Furnish and Install Lubricator	1 Each	\$ _____	\$ _____
18. 8-31	Remove Crossover and Furnish and Install New Track	1 Each	\$ _____	\$ _____
19. 8-31	HMA Cl. PG 58H-22	38 Ton	\$ _____	\$ _____

Subtotal Items Nos. 1 - 19	\$ _____
10.3% Sales Tax (Items Nos. 1 - 19)	\$ _____
Force Account	\$ <u>30,000</u>
Base Bid (Subtotal Items Nos. 1 - 19, plus force account, plus Tax)	\$ _____

Contractor's Name: _____
Specification No. TR24-0066F

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. TR24-0066F
Annie 1&2 Track Upgrades**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

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 (**April 22, 2024**), 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

List of Subcontractor Categories of Work

Project Name _____

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

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

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

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

**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. TR24-0066F

#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:

CONTRACTOR:
Signature:

Name:

Name:

Title:

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,
\$[dollar value], plus any applicable taxes _____, 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.

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:

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned, _____
as principal, and _____
as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of
\$[dollar value], plus any applicable tax, for the payment whereof Contractor and Surety bind themselves,
their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. _____
Specification Title: _____
Contract No. _____

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

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

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

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

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

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

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

Principal:

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
between _____ and the City of Tacoma,
(Themselves or Itself) Project / Spec. #
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 **(March 31, 2023 Tacoma GSP)**
4

5 The following special provisions shall be used in conjunction with the "2024
6 Standard Specifications for Road, Bridge and Municipal Construction" and
7 "Standard Plans for Road, Bridge, and Municipal Construction" as prepared by
8 the Washington State Department of Transportation (WSDOT). State Standard
9 Specifications are available through WSDOT, by calling (360) 705-7430, emailing
10 engrpubs@wsdot.wa.gov, or may be downloaded, free of charge, from this
11 location on the WSDOT home page:
12 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>
13

14 These Special Provisions are made up of both General Special Provisions
15 (GSPs) from various sources, which may have project-specific fill-ins; and
16 project-specific Special Provisions. Each Provision either supplements, modifies,
17 or replaces the comparable Standard Specification, or is a new Provision. The
18 deletion, amendment, alteration, or addition to any subsection or portion of the
19 Standard Specifications is meant to pertain only to that particular portion of the
20 section, and in no way should it be interpreted that the balance of the section
21 does not apply.
22

23 The GSPs are labeled under the headers of each GSP, with the date of the GSP
24 and its source, as follows:
25

- 26 *(May 18, 2007 APWA GSP)*
- 27 *(August 7, 2006 WSDOT GSP)*
- 28 *(April 2, 2007 Tacoma GSP)*
- 29

30 The project specific Special Provisions are labeled under the headers of each
31 Special Provision as follows:
32 *(*****)*
33

34 A pre-bid conference will be held in the Rail Main Conference Room located at
35 *2601 SR509 North Frontage Road, Tacoma, Washington, 98421* at 1:30 on *May*
36 *1, 2024* to answer questions regarding the Equity In Contracting (EIC) Program
37 and Local Employment and Apprenticeship Training Program (LEAP)
38 requirements included in the contract. Prospective bidders are urged to attend.
39

40 **DESCRIPTION OF WORK**
41 **February 4, 2024 Tacoma GSP)**
42

43 This Contract shall generally consist of replacing ten switches, and upgrading rail
44 hardware to Pandrols. Other work will include removing one crossover and
45 installing another at a different location.
46
47

1
2
3
4
5

END OF SECTION

1
2 **1-01 DEFINITIONS AND TERMS**

3
4 **1-01.3 Definitions**
5 **(January 19, 2022 APWA GSP)**

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

9
10 **Dates**

11 ***Bid Opening Date***

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

13 ***Award Date***

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

16 ***Contract Execution Date***

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

18 ***Notice to Proceed Date***

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

20 ***Substantial Completion Date***

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

26 ***Physical Completion Date***

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

30 ***Completion Date***

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

35 ***Final Acceptance Date***

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

37
38 *Supplement this Section with the following:*

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

45
46 All references to the terms "State" or "state" shall be revised to read "Contracting
47 Agency" unless the reference is to an administrative agency of the State of

1 Washington, a State statute or regulation, or the context reasonably indicates
2 otherwise.

3
4 All references to “State Materials Laboratory” shall be revised to read
5 “Contracting Agency designated location”.

6
7 All references to “final contract voucher certification” shall be interpreted to mean
8 the Contracting Agency form(s) by which final payment is authorized, and final
9 completion and acceptance granted.

10
11 **Additive**

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

15
16 **Alternate**

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

21
22 **Business Day**

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

25
26 **Contract Bond**

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

30
31 **Contract Documents**

32 See definition for “Contract”.

33
34 **Contract Time**

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

37
38 **Notice of Award**

39 The written notice from the Contracting Agency to the successful Bidder
40 signifying the Contracting Agency’s acceptance of the Bid Proposal.

41
42 **Notice to Proceed**

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

1 **Traffic**

2 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists,
3 wheelchairs, and equestrian traffic.

4
5 *This section is supplemented with the following:*
6 **(April 15, 2020 Tacoma GSP)**

7
8 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.

9
10 All references in the Standard Specifications to the term “Proposal Bond” shall be
11 revised to read “Bid Bond.”

12
13 **Base Bid**

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

17
18 **Calendar Day**

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

21
22 **Change Order**

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

27
28 **Day**

29 Unless otherwise specified, a calendar day.

30
31 **Deductive**

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

35
36 **Grand Total Price**

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

40
41 **Standard Specifications**

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

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

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
10 minimum qualifications of RCW 39.04.350(1) to be considered a responsible
11 bidder and qualified 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
18 and/or project-specific supplemental criteria, in accordance with RCW
19 39.04.350(2), for determining Bidder responsibility, including the basis for
20 evaluation and the deadline for appealing a determination that a Bidder is not
21 responsible. These criteria are contained in the 1-02.14 of these Special
22 Provisions.

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

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

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

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

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	2	Furnished automatically upon award.
Contract Provisions	2	Furnished automatically upon award.
Large plans (e.g., 22" x 34")	1	Furnished only upon request.

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

1 **1-02.4(1) General**
2 **(December 30, 2022 APWA GSP Option B)**

3
4 *The first sentence of the ninth paragraph, beginning with “Prospective Bidder*
5 *desiring...”, is revised to read:*

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

12
13
14 **1-02.5 Proposal Forms**
15 **(July 31, 2017 APWA GSP)**

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

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

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

34
35 *The fourth paragraph is revised to read:*

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

37
38 The bidder shall submit the following completed forms:
39 City of Tacoma – Equity in Contracting Utilization Form

40
41
42 **1-02.7 Bid Deposit**
43 **(Month Day, Year Tacoma GSP)**

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

45
46 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This
47 deposit may be cash, certified check, cashier’s check, or a proposal bond (Surety

1 bond). Any proposal bond shall be on the Contracting Agency’s form and shall be
2 signed by the Bidder and the Surety. A proposal bond shall not be conditioned in
3 any way to modify the minimum 5 percent required. The Surety shall: (1) be
4 registered with the Washington State Insurance Commissioner, and (2) appear
5 on the current Authorized Insurance List in the State of Washington published by
6 the Office of the Insurance Commissioner.

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

9 If submitting your bid electronically, a scanned version of the original bid bond or
10 cashier’s check shall accompany your electronic bid submittal. The original bid
11 bond or cashier’s check shall be sent to the Contracting Agency and received by
12 the Contracting Agency within 7 calendar days of the bid opening or the bidder
13 may be deemed non-responsive.

14 **Original bid bonds or cashier’s check will be delivered to:**

15 City of Tacoma Procurement & Payables Division
16 Tacoma Public Utilities
17 3628 S 35th St
18 Tacoma, WA 98409

19

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

21

22

23 **1-02.9 Delivery of Proposal**
24 **(February 4, 2024 Tacoma GSP)**

25

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

27

28 Each Proposal shall be submitted in a sealed envelope or shall be submitted
29 electronically via email to sendbid@cityoftacoma.org, with the Project Name and
30 Project Number as stated in the Call for Bids clearly marked on the outside of the
31 envelope, or as otherwise required in the Bid Documents, to ensure proper
32 handling and delivery.

33

34 The Bidder shall submit to the Contracting Agency a signed “Certification of
35 Compliance with Wage Payment Statutes” document where the Bidder under
36 penalty of perjury verifies that the Bidder is in compliance with responsible bidder
37 criteria in RCW 39.04.350 subsection (1) (g), as required per Section 1-02.14.
38 The “Certification of Compliance with Wage Payment Statutes” document shall
39 be received with the Bid Proposal.

40

41

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

2
3 **(Month Day, Year Tacoma GSP)**

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

5 After submitting a Bid Proposal to the Contracting Agency, the Bidder may
6 withdraw, revise, or supplement it if:

- 7
8 1. The Bidder submits a written request signed by an authorized person and emails
9 it to sendbid@cityoftacoma.org, and
10 2. The Contracting Agency receives the request before the time set for receipt of
11 Proposals, and
12 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
13 Agency before the time set for receipt of Bid Proposals.

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

18
19 Late revised or supplemented Bid Proposals or late withdrawal requests will be
20 date recorded by the Contracting Agency and returned unopened.

21
22
23 **1-02.12 Public Opening of Proposals**
24 **(Month Day, Year Tacoma GSP)**

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

26
27 Proposals will be opened and publicly read via webcast at the time indicated in
28 the call for Bids unless the Bid opening has been delayed or canceled.

29
30 This public bid opening will be held via webinar. Please use the link below or on
31 the Request for Bids page to join the webinar:

32
33 [https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F](https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09)
34 [2cURMZz09](https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09)

35
36 Preliminary and final bid results are posted at www.TacomaPurchasing.org.

37
38
39 **1-02.13 Irregular Proposals**
40 **(October 18, 2013 Tacoma GSP)**

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

- 42
43 1. A proposal will be considered irregular and will be rejected if:
44 a. The Bidder is not prequalified when so required;

- 1 b. The authorized proposal form furnished by the Contracting Agency is
- 2 not used or is altered;
- 3 c. The completed proposal form contains any unauthorized additions,
- 4 deletions, alternate Bids, or conditions;
- 5 d. The Bidder adds provisions reserving the right to reject or accept the
- 6 award, or enter into the Contract;
- 7 e. A price per unit cannot be determined from the Bid Proposal;
- 8 f. The Proposal form is not properly executed;
- 9 g. The Bidder fails to submit or properly complete a Subcontractor list, if
- 10 applicable, as required in Section 1-02.6;
- 11 h. The bidder fails to submit or properly complete the EIC forms, if
- 12 applicable, as required in Section 1-02.6;
- 13 i. The Bid Proposal does not constitute a definite and unqualified offer
- 14 to meet the material terms of the Bid invitation; or
- 15 j. More than one proposal is submitted for the same project from a
- 16 Bidder under the same or different names.
- 17 2. A Proposal may be considered irregular and may be reject if:
- 18 a. The Proposal does not include a unit price for every Bid item;
- 19 b. Any of the unit prices are excessively unbalanced (either above or
- 20 below the amount of a reasonable Bid) to the potential detriment
- 21 of the Contracting Agency;
- 22 c. Receipt of Addenda is not acknowledged;
- 23 d. A member of a joint venture or partnership and the joint venture or
- 24 partnership submit Proposals for the same project (in such an
- 25 instance, both Bids may be rejected); or
- 26 e. If Proposal form entries are not made in ink.

27
28
29 **1-02.14 Disqualification of Bidders**
30 **(October 18, 2013 Tacoma GSP)**

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

32
33 A Bidder will be deemed not responsible if:

- 34 1. the Bidder does not meet the mandatory bidder responsibility criteria in
- 35 RCW 39.04.350(1), as amended; or
- 36 2. evidence of collusion exists with any other Bidder or potential Bidder.
- 37 Participants in collusion will be restricted from submitting further bids;
- 38 or
- 39 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for
- 40 the work or to the full extent of the bid, or to the extent that the bid
- 41 exceeds the authorized prequalification amount as may have been
- 42 determined by a prequalification of the Bidder; or
- 43 4. an unsatisfactory performance record exists based on past or current
- 44 Contracting Agency work or for work done for others, as judged from
- 45 the standpoint of conduct of the work; workmanship; or progress;
- 46 affirmative action; equal employment opportunity practices; termination

- 1 for cause; or Disadvantaged Business Enterprise, Minority Business
- 2 Enterprise, or Women's Business Enterprise utilization; or
- 3 5. there is uncompleted work (Contracting Agency or otherwise) which in
- 4 the opinion of the Contracting Agency might hinder or prevent the
- 5 prompt completion of the work bid upon; or
- 6 6. the Bidder failed to settle bills for labor or materials on past or current
- 7 contracts, unless there are extenuating circumstances acceptable to
- 8 the Contracting Agency; or
- 9 7. the Bidder has failed to complete a written public contract or has been
- 10 convicted of a crime arising from a previous public contract, unless
- 11 there are extenuating circumstances acceptable to the Contracting
- 12 Agency; or
- 13 8. the Bidder is unable, financially or otherwise, to perform the work, in
- 14 the opinion of the Contracting Agency; or
- 15 9. there are any other reasons deemed proper by the Contracting
- 16 Agency; or
- 17 10. the Bidder fails to meet the Project-specific supplemental bidder
- 18 responsibility criteria listed in the Statement of Qualifications form or
- 19 11. The bidder fails to meet the EIC requirements as described in Section
- 20 1-02.6.
- 21

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

30
31 The basis for evaluation of Bidder compliance with these supplemental criteria
32 shall be any documents or facts obtained by Contracting Agency (whether from
33 the Bidder or third parties) which any reasonable owner would rely on for
34 determining such compliance, including but not limited to: (i) financial, historical,
35 or operational data from the Bidder; (ii) information obtained directly by the
36 Contracting Agency from owners for whom the Bidder has worked, or other
37 public agencies or private enterprises; and (iii) any additional information
38 obtained by the Contracting Agency which is believed to be relevant to the
39 matter.

40
41 If the Contracting Agency determines the Bidder does not meet the bidder
42 responsibility criteria above and is therefore not a responsible Bidder, the
43 Contracting Agency shall notify the Bidder in writing, with the reasons for its
44 determination. If the Bidder disagrees with this determination, it may appeal the
45 determination within 24 hours of receipt of the Contracting Agency's
46 determination by presenting its appeal to the Contracting Agency. The

1 Contracting Agency will consider the appeal before issuing its final determination.
2 If the final determination affirms that the Bidder is not responsible, the
3 Contracting Agency will not execute a contract with any other Bidder until at least
4 two business days after the Bidder determined to be not responsible has
5 received the final determination.

6
7 **1-02.15 Pre Award Information**
8 **(December 30, 2022 APWA GSP)**

9
10 *Revise this section to read:*

11
12 Before awarding any contract, the Contracting Agency may require one or more of
13 these items or actions of the apparent lowest responsible bidder:

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

25
26
27
28 **END OF SECTION**
29

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

2
3 **1-03.1 Consideration of Bids**
4 **(December 30, 2022 APWA GSP)**

5 *Revise the first paragraph to read:*

6
7 After opening and reading proposals, the Contracting Agency will check them for
8 correctness of extensions of the prices per unit and the total price. If a discrepancy
9 exists between the price per unit and the extended amount of any bid item, the price
10 per unit will control. If a minimum bid amount has been established for any item and
11 the bidder's unit or lump sum price is less than the minimum specified amount, the
12 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
13 specified amount and recalculate the extension. The total of extensions, corrected
14 where necessary, including sales taxes where applicable and such additives and/or
15 alternates as selected by the Contracting Agency, will be used by the Contracting
16 Agency for award purposes and to fix the Awarded Contract Price amount and the
17 amount of the contract bond.
18

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

22
23 All references to 45 calendar days shall be revised to read 60 calendar days.
24

25 **1-03.3 Execution of Contract**
26 **(January 19, 2022 APWA GSP)**

27 *Revise this section to read:*

28
29 Within 3 calendar days of Award date (not including Saturdays, Sundays and
30 Holidays), the successful Bidder shall provide the information necessary to execute
31 the Contract to the Contracting Agency. The Bidder shall send the contact
32 information, including the full name, email address, and phone number, for the
33 authorized signer and bonding agent to the Contracting Agency.
34

35 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
36 available for signature by the successful bidder on the first business day following
37 award. The number of copies to be executed by the Contractor will be determined by
38 the Contracting Agency.
39

40 Within 10 calendar days after the award date, the successful bidder shall return the
41 signed Contracting Agency-prepared contract, an insurance certification as required
42 by Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4, the
43 Transfer of Coverage form for the Construction Stormwater General Permit with
44 sections I, III, and VIII completed when provided. Before execution of the contract by
45 the Contracting Agency, the successful bidder shall provide any pre-award
46 information the Contracting Agency may require under Section 1-02.15.
47

48 Until the Contracting Agency executes a contract, no proposal shall bind the
49 Contracting Agency nor shall any work begin within the project limits or within
50 Contracting Agency-furnished sites. The Contractor shall bear all risks for any work

1 begun outside such areas and for any materials ordered before the contract is
2 executed by the Contracting Agency.

3
4 If the bidder experiences circumstances beyond their control that prevents
5 return of the contract documents within the calendar days after the award
6 date stated above, the Contracting Agency may grant up to a maximum of 5
7 additional calendar days for return of the documents, provided the
8 Contracting Agency deems the circumstances warrant it.

9
10 **1-03.4 Contract Bond**
11 **(July 23, 2015 APWA GSP)**

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

13
14 The successful bidder shall provide executed payment and performance bond(s)
15 for the full contract amount. The bond may be a combined payment and
16 performance bond; or be separate payment and performance bonds. In the case
17 of separate payment and performance bonds, each shall be for the full contract
18 amount. The bond(s) shall:

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

45
46 *Add the following new section:*

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

3 *The first sentence is revised to read:*

4
5 Failure to return the insurance certification and bond with the signed contract as
6 required in Section 1-03.3, or failure to provide Equity In Contracting (EIC)
7 information if required in the contract, or failure or refusal to sign the Contract, or
8 failure to register as a contractor in the state of Washington shall result in
9 forfeiture of the bid bond or deposit of this Bidder

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END OF SECTION

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1-04 SCOPE OF THE WORK

**1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(December 30, 2022 APWA GSP)**

Revise the second paragraph to read:

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

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

**1-04.4 Changes
(January 19, 2022 APWA GSP)**

The first two sentences of the last paragraph of Section 1-04.4 are deleted.

END OF SECTION

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,
10 until reviewed by the Contracting Agency.

11
12 The Contractor shall submit four (4) copies to the Engineer of all submittals
13 required by the Contract Documents, unless otherwise required in these Special
14 Provisions. This 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
28 and reviewed prior to commencing any work.

29
30 No claim will be allowed for damages or extension of time resulting from rejection
31 of a 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
34 up to ten (10) working days from the date the submittals or resubmittals are
35 received until they are sent to the Contractor. If more than ten (10) working days
36 are required for the Engineer's review of any individual submittal or resubmittal,
37 an extension of time will be 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,
44 and details of the material or item shown. The Contractor shall review each
45 submittal and note any errors, omissions, or deviations with the Contract
46 Documents. The Contractor shall accept full responsibility for the completeness
47 of each submittal.

1
2 Each submittal shall have a unique number assigned to it, and the transmittals
3 shall be sequentially numbered. The numbering of resubmittals shall meet the
4 requirements of Section 1-05.3(4). On each page, indicate the page number, and
5 total number of pages in each submittal.
6

7 Each submittal shall indicate the intended use of the item in the work. When
8 catalog pages are submitted, applicable items shall be clearly identified. The
9 current revision, issue number, and data shall be indicated on all drawings and
10 other descriptive data.
11

12 Each submittal should be transmitted with the "Submittal Transmittal Form" found
13 at the end of this section. Upon request, an electronic copy of the Submittal
14 Transmittal Form will be made available to the Contractor.
15

16 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the
17 following information on each submittal, in a clear space on the front of the
18 submittal:
19

- 20 • Project Name: Annie 1&2 Track Upgrades
- 21 • Project Specification Number: TR24-0066F
- 22 • Project No. RAL-00128
- 23 • Submittal Date
- 24 • Description of Submittal
- 25 • Sequential, unique submittal number.
- 26 • Related Specification Section and/or plan sheet
- 27 • The following statement: "This document has been detail-checked for
28 accuracy of content and for compliance with the Contract documents. The
29 information contained herein has been fully coordinated with all involved
30 Subcontractors."
31 • Printed or typed name and signature of Contractor.
32

33 When submitting product data, the Contractor shall modify drawings to delete
34 any information not applicable to the project and add information that is
35 applicable to the project. The Contractor shall mark copies of printed material to
36 clearly identify the pertinent materials, products or models.
37

38 Samples submitted shall be of sufficient size and quantity to clearly illustrate
39 functional characteristics of product or material and full range of colors available.
40 Field samples and mock-ups, where required, shall be erected at the project site
41 where directed by the Engineer.
42

43 The Contractor shall notify the Engineer, in writing at time of submission, of
44 deviations in submittals from requirements of the Contract documents.
45

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

3
4 **1-05.3(3) Engineer’s Review of Submittals**

5
6 The Engineer’s review of drawings and data submitted by the Contractor will
7 cover only general conformity with the Contract drawings and specifications. The
8 Engineer’s review of submittals shall not relieve the Contractor from responsibility
9 for errors, omissions, deviations, or responsibility for compliance with the
10 Contract documents.

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

13
14 When the submittal or resubmittal is marked “REVIEWED”, or “REVIEWED
15 WITH COMMENTS”, no additional copies need to be furnished. The Contractor
16 shall comply with any comments on the return submittal.

17
18 **1-05.3(4) Resubmittals**

19
20 When a submittal is marked “AMEND AND RESUBMIT” or “REJECTED, SEE
21 REMARKS,” the Contractor shall make the corrections as noted and instructed
22 by the Engineer and resubmit four (4) copies. The Contractor shall not install
23 material or equipment that has received a review status of “AMEND AND
24 RESUBMIT” or REJECTED, SEE REMARKS”.

25
26 When corrected copies are resubmitted, the Contractor shall in writing direct
27 specific attention to all revisions and shall list separately any revision made other
28 than those called for by the Engineer on previous submittals. Resubmittals shall
29 bear the number of the original submittal followed by a letter (A, B, etc.) to
30 indicate the sequence of the resubmittal.

31
32 The Contractor shall revise returned submittals as required and resubmit until
33 final review is obtained.

34
35 The Contractor shall verify that all exceptions previously noted by the Engineer
36 have been accounted for.

37
38 **1-05.3(5) Submittal Requirements by Section**

39
40 The following is a summary of submittal requirements. This summary is not
41 inclusive of all submittal requirements. The Contractor shall review each
42 individual section in the applicable provisions or specifications, as noted below,
43 for specific requirements.

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

1
2 **1-05.3(6) Project Red Line Drawings**

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

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

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

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

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

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

28
29 A. Project Red Line Drawings:

1
2 Do not permanently conceal any work until required information has been
3 recorded. Mark drawings to show the actual installation where the installation
4 varies from the work as originally shown on the Contract drawings or
5 indicated in the Contract Specifications. Give particular attention to
6 information on concealed elements that would be difficult to measure and
7 record at a later date.
8

- 9 1. Changes and information shall be clearly drawn, described and
10 shown technically correct.
- 11 2. Mark drawings with red erasable pencil.
- 12 3. Record data as soon as possible after obtaining it.
- 13 4. Mark any new information.
- 14 5. Keep accurate measurements of horizontal and vertical
15 locations of underground services and utilities.
- 16 6. Mark any changes made where installation varies from that
17 shown originally, such as, in materials, equipments, locations,
18 alignments, elevations, and any other dimensions of the work.
- 19 7. For any work not demolished, abated, or salvaged, cross out
20 and appropriately annotate "Not Complete".
- 21 8. Indicate revisions to drawings with a "cloud" drawn around the
22 revision and note date the revision(s) was made.
- 23 9. Note Request For Change (RFC), Request For Information
24 (RFI), and similar identification, where applicable.

25
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33
34 B. Format:

35
36 Identify and date each print; include the designation "PROJECT RED LINE
37 DRAWINGS" in a prominent location.

- 38 1. Prints: Organize Red Line Drawings into manageable sets.
39 Include identification on cover sheets.
 - 40 2. Identify cover sheets as follows:
 - 41 • Specification No.
 - 42 • Project Name
 - 43 • Date
- 44
45
46

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- “PROJECT RED LINE DRAWINGS”
- Name of Engineer
- Name of Contractor

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

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

**Bridge and Structure Surveys
(July 23, 2015 APWA GSP, Option 2)**

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

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

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

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

Stationing	+0.01 foot
Alignment	+0.01 foot (between successive points)
Superstructure Elevations	+0.01 foot (from plan elevations)
Substructure Elevations	+0.05 foot (from plan elevations)

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

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

1 *Supplement this section with the following:*

2 **1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility**
3 **(June 1, 2023 Tacoma GSP)**

4
5 **All surveying for this project shall be the responsibility of the Contractor.**

6
7 Copies of the Contracting Agency provided primary survey control data are
8 available for the bidder's inspection at the office of the Engineer.

9
10 The Contractor shall be responsible for setting, maintaining, and resetting all
11 alignment stakes, slope stakes, and grades necessary for the construction of the
12 roadbed, drainage, surfacing, paving, channelization and pavement marking,
13 illumination and signals, guardrails and barriers, signing, and sanitary and storm
14 sewer utilities. Except for the survey control data to be furnished by the
15 Contracting Agency, calculations, surveying, and measuring required for setting
16 and maintaining the necessary lines and grades shall be the Contractor's
17 responsibility.

18
19 The Contractor shall inform the Engineer when monuments are discovered that
20 were not identified in the Plans and construction activity may disturb or damage
21 the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be
22 protected throughout the length of the project or be replaced at the Contractors
23 expense.

24
25 Detailed survey records shall be maintained, including a description of the work
26 performed on each shift, the methods utilized, and the control points used. The
27 record shall be adequate to allow the survey to be reproduced. A copy of each
28 day's record shall be provided to the Engineer within three working days after the
29 end of the shift.

30
31 The meaning of words and terms used in this provision shall be as listed in
32 "Definitions of Surveying and Associated Terms" current edition, published by the
33 American
34 Congress on Surveying and Mapping and the American Society of Civil
35 Engineers.

36
37 The survey work shall include but not be limited to the following:

- 38
- 39 • Verify the primary horizontal and vertical control furnished by the
40 Contracting Agency, and expand into secondary control by adding stakes
41 and hubs as well as additional survey control needed for the project.
42 Provide descriptions of secondary control to the Contracting Agency. The
43 description shall include coordinates and elevations of all secondary
44 control points.
 - 45
 - 46 • Establish, the centerlines of all alignments, by placing hubs, stakes, or
47 marks on centerline or on offsets to centerline at all curve points (PCs,

- 1 PTs, and PIs) and at points on the alignments spaced no further than 50
2 feet.
3
- 4 • Establish clearing limits, placing stakes at all angle points and at
5 intermediate points not more than 50 feet apart. The clearing and grubbing
6 limits shall be 5 feet beyond the toe of a fill and 10 feet beyond the top of a
7 cut unless otherwise shown in the Plans.
8
 - 9 • Establish grading limits, placing slope stakes at centerline increments not
10 more than 50 feet apart. Establish offset reference to all slope stakes. If
11 Global Positioning Satellite (GPS) Machine Controls are used to provide
12 grade control, then slope stakes may be omitted at the discretion of the
13 Contractor
14
 - 15 • Establish the horizontal and vertical location of all drainage features,
16 placing offset stakes to all drainage structures and to pipes at a horizontal
17 interval not greater than 25 feet.
18
 - 19 • Establish roadbed and surfacing elevations by placing stakes at the top of
20 subgrade and at the top of each course of surfacing. Subgrade and
21 surfacing stakes shall be set at horizontal intervals not greater than 50 feet
22 in tangent sections, 25 feet in curve sections with a radius less than 300
23 feet, and at 10-foot intervals in intersection radii with a radius less than 10
24 feet. Transversely, stakes shall be placed at all locations where the
25 roadway slope changes and at additional points such that the transverse
26 spacing of stakes is not more than 12 feet. If GPS Machine Controls are
27 used to provide grade control, then roadbed and surfacing stakes may be
28 omitted at the discretion of the Contractor.
29
 - 30 • Establish intermediate elevation benchmarks as needed to check work
31 throughout the project.
32
 - 33 • Provide as-built staking for existing flowlines for the specified limits.
34
 - 35 • Provide references for paving pins at 25-foot intervals or provide
36 simultaneous surveying to establish location and elevation of paving pins
37 as they are being placed.
38
 - 39 • For all other types of construction included in this provision, (including but
40 not limited to channelization and pavement marking, illumination and
41 signals, guardrails and barriers, signing, and sanitary and storm sewer
42 utilities) provide staking and layout as necessary to adequately locate,
43 construct, and check the specific construction activity.
44
 - 45 • Contractor shall determine if changes are needed to the profiles or
46 roadway sections shown in the Contract Plans in order to achieve proper

1 smoothness and drainage where matching into existing features, such as
 2 a smooth transition from new pavement to existing pavement. The
 3 Contractor shall submit these changes to the Engineer for review and
 4 approval 10 days prior to the beginning of work.
 5

6 The Contractor shall provide the Contracting Agency copies of any calculations
 7 and staking data when requested by the Engineer.
 8

9 To facilitate the establishment of these lines and elevations, the Contracting
 10 Agency will provide the Contractor with primary survey control information
 11 consisting of descriptions of two primary control points used for the horizontal
 12 and vertical control, and descriptions of two additional primary control points for
 13 every additional three miles of project length. Primary control points will be
 14 described by reference to the project alignment and the coordinate system and
 15 elevation datum utilized by the project. In addition, the Contracting Agency will
 16 supply horizontal coordinates for the beginning and ending points and for each
 17 Point of Intersection (PI) on each alignment included in the project.
 18

19 The Contractor shall ensure a surveying accuracy within the following tolerances:
 20

	<u>Vertical</u>	<u>Horizontal</u>
21 Slope stakes	±0.10 feet	±0.10 feet
22 Subgrade grade stakes set		
23 0.04 feet below grade	±0.01 feet	±0.5 feet (parallel to
24 alignment)		±0.1 feet (normal to
25		alignment)
26		
27		
28		
29 Stationing on roadway	N/A	±0.1 feet
30 Alignment on roadway	N/A	±0.04 feet
31 Surfacing grade stakes	±0.01 feet	±0.5 feet (parallel to
32 alignment)		±0.1 feet (normal to
33		alignment)
34		
35 Roadway paving pins for		
36 surfacing or paving	±0.01 feet	±0.2 feet (parallel to
37 alignment)		±0.1 feet (normal to
38		alignment)
39		
40		

41 The Contracting Agency may spot-check the Contractor's surveying. These spot
 42 checks will not change the requirements for normal checking by the Contractor.
 43

44 When staking roadway alignment and stationing, the Contractor shall perform
 45 independent checks from different secondary control to ensure that the points
 46 staked are within the specified survey accuracy tolerances.
 47

1 The Contractor shall calculate coordinates for the alignment. The Contracting
2 Agency will verify these coordinates prior to issuing approval to the Contractor for
3 commencing with the work. The Contracting Agency will require up to seven
4 calendar days from the date the data is received.
5

6 Contract work to be performed using contractor-provided stakes shall not begin
7 until the stakes are approved by the Contracting Agency. Such approval shall not
8 relieve the

9 Contractor of responsibility for the accuracy of the stakes.
10

11 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes
12 are needed that are not described in the Plans, then those stakes shall be
13 marked, at no additional cost to the Contracting Agency as ordered by the
14 Engineer.
15

16 **Payment**

17 Payment will be made for the following bid item when included in the Proposal:
18

19 "Roadway Surveying", lump sum.
20

21 The lump sum contract price for "Roadway Surveying" shall be full pay for all
22 labor, equipment, materials, and supervision utilized to perform the Work
23 specified, including any resurveying, checking, correction of errors, replacement
24 of missing or damaged stakes, and coordination efforts.
25

26 **1-05.7 Removal of Defective and Unauthorized Work** 27 **(October 1, 2005 APWA GSP)**

28 *Supplement this section with the following:*
29

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

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

44 Direct or indirect costs incurred by the Contracting Agency attributable to
45 correcting and remedying defective or unauthorized work, or work the Contractor
46 failed or refused to perform, shall be paid by the Contractor. Payment will be
47 deducted by the Engineer from monies due, or to become due, the Contractor.
48 Such direct and indirect costs shall include in particular, but without limitation,

1 compensation for additional professional services required, and costs for repair
2 and replacement of work of others destroyed or damaged by correction, removal,
3 or replacement of the Contractor's unauthorized work.

4
5 No adjustment in Contract time or compensation will be allowed because of the
6 delay in the performance of the work attributable to the exercise of the
7 Contracting Agency's rights provided by this Section.

8
9 The rights exercised under the provisions of this section shall not diminish the
10 Contracting Agency's right to pursue any other avenue for additional remedy or
11 damages with respect to the Contractor's failure to perform the work as required.

12
13 **1-05.11 Final Inspection**

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

15
16 **1-05.11 Final Inspections and Operational Testing**
17 **(October 1, 2005 APWA GSP)**

18
19 **1-05.11(1) Substantial Completion Date**

20
21 When the Contractor considers the work to be substantially complete, the
22 Contractor shall so notify the Engineer and request the Engineer establish the
23 Substantial Completion Date. The Contractor's request shall list the specific
24 items of work that remain to be completed in order to reach physical completion.
25 The Engineer will schedule an inspection of the work with the Contractor to
26 determine the status of completion. The Engineer may also establish the
27 Substantial Completion Date unilaterally.

28
29 If, after this inspection, the Engineer concurs with the Contractor that the work is
30 substantially complete and ready for its intended use, the Engineer, by written
31 notice to the Contractor, will set the Substantial Completion Date. If, after this
32 inspection the Engineer does not consider the work substantially complete and
33 ready for its intended use, the Engineer will, by written notice, so notify the
34 Contractor giving the reasons therefore.

35
36 Upon receipt of written notice concurring in or denying substantial completion,
37 whichever is applicable, the Contractor shall pursue vigorously, diligently and
38 without unauthorized interruption, the work necessary to reach Substantial and
39 Physical Completion. The Contractor shall provide the Engineer with a revised
40 schedule indicating when the Contractor expects to reach substantial and
41 physical completion of the work.

42
43 The above process shall be repeated until the Engineer establishes the
44 Substantial Completion Date and the Contractor considers the work physically
45 complete and ready for final inspection.

46

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

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

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

19 The Contractor will not be allowed an extension of Contract time because of a
20 delay in the performance of the work attributable to the exercise of the Engineer's
21 right hereunder.
22

23 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
24 Contracting Agency, in writing, of the date upon which the work was considered
25 physically complete. That date shall constitute the Physical Completion Date of
26 the Contract, but shall not imply acceptance of the work or that all the obligations
27 of the Contractor under the contract have been fulfilled.
28

29 **1-05.11(3) Operational Testing**
30

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

1
2 The costs for power, gas, labor, material, supplies, and everything else needed
3 to successfully complete operational testing, shall be included in the unit Contract
4 prices related to the system being tested, unless specifically set forth otherwise
5 in the proposal.

6
7 Operational and test periods, when required by the Engineer, shall not affect a
8 manufacturer's guaranties or warranties furnished under the terms of the
9 Contract.

10
11 *Add the following new section:*

12
13 **1-05.12(1) One-Year Guarantee Period**
14 **(March 8, 2013 APWA GSP)**

15
16 The Contractor shall return to the project and repair or replace all defects in
17 workmanship and material discovered within one year after Final Acceptance of
18 the Work. The Contractor shall start work to remedy any such defects within 7
19 calendar days of receiving Contracting Agency's written notice of a defect, and
20 shall complete such work within the time stated in the Contracting Agency's
21 notice. In case of an emergency, where damage may result from delay or where
22 loss of services may result, such corrections may be made by the Contracting
23 Agency's own forces or another Contractor, in which case the cost of corrections
24 shall be paid by the Contractor. In the event the Contractor does not accomplish
25 corrections within the time specified, the work will be otherwise accomplished
26 and the cost of same shall be paid by the Contractor.

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

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

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

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

40
41 **1-05.15 Method of Serving Notices**
42 **(December 30, 2022 APWA GSP)**

43 *Revise the second paragraph to read:*

44
45 All correspondence from the Contractor shall be served and directed to the
46 Engineer. All correspondence from the Contractor constituting any notification,
47 notice of protest, notice of dispute, or other correspondence constituting
48 notification required to be furnished under the Contract, must be written in paper

1 format, hand delivered or sent via certified mail delivery service with return
2 receipt requested to the Engineer's office. Electronic copies such as e-mails or
3 electronically delivered copies of correspondence will not constitute such notice
4 and will not comply with the requirements of the Contract.
5

6

7

Add the following new section:

8

9

1-05.16 Water and Power

10

(October 1, 2005 APWA GSP)

11

12

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

15

16

17

SUBMITTAL TRANSMITTAL FORM

Annie 1&2 Track Upgrades
Project Number RAL-00128
Specification No. TR24-0066F

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

1
2
3

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
9 section 1-05.3 of these special provisions.

10
11 For aggregates, the Contractor shall notify the Engineer of all proposed
12 aggregates.

13 The Contractor shall use the Aggregate Source Approval (ASA) Database.

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

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

28
29 **1-06.1(1) Qualified Products List (QPL)**

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

31
32 QPL's are not accepted by the City.

33
34 **1-06.1(2) Request for Approval of Material (RAM)**

35 *This section is deleted in its entirety.*

36
37
38 **END OF SECTION**
39

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

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

5 *Supplement this section with the following:*

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

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

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

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

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

36 *Supplement this section with the following:*

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

41
42 **1-07.9 Wages**

43
44 **1-07.9(5) Required Documents**
45 **(March 1, 2004 Tacoma GSP)**

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

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

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

5
6 Where fringe benefits are paid in cash, certified payrolls shall include the fringe
7 benefit dollar amount paid to each employee for each employee classification.

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

12
13 **Voluntary Minority, Small, Veteran and Women's Business Enterprise**
14 **(MSVWBE) Participation**

15
16 **General Statement**

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

21
22 No preference will be included in the evaluation of the Contractor's Proposal or
23 Bid; no minimum level of MSVWBE participation is required as a condition of
24 award or completion of the Contract; and a Proposal or Bid will not be rejected or
25 considered non-responsive on that basis.

26
27 The goals are voluntary and outreach efforts to provide MSVWBEs maximum
28 practicable opportunities are encouraged.

29
30 **Non-Discrimination**

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

35
36 The Contractor shall make Voluntary MSVWBE Participation a part of all
37 subcontracts and agreements entered into as a result of this Contract.

38
39 **Voluntary MSVWBE Participation Goals**

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

42
43 The Contracting Agency has established the following voluntary goals:

44

45	Minority	10%
46	Small	5%
47	Veteran	5%

1 Women 6%

2
3 Amounts paid to an MSVWBE will be credited to every voluntary goal in which
4 they are eligible. In other words participation may be credited for participation in
5 more than one category. If the Contractor is a MSVWBE their Work will be
6 credited to the voluntary goals in which they are eligible.

7
8 **Definitions**

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

12
13 **Small Business** – A business meeting the Washington State requirements for a
14 “Small business”, “Minibusiness” or “Microbusiness as defined in RCW 39.26.010
15 and included on the WSDOT Office of Equal Opportunity list of Small Businesses
16 at <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

17
18 **Veteran Business** – A veteran owned business meeting the requirements of
19 RCW 43.60A.010 and included on the WSDOT Office of Equal Opportunity list of
20 Veteran Businesses at
21 <http://www.wsdot.wa.gov/equalopportunity/bddirectory.htm>

22
23 **Women Business Enterprise (WBE)** – A women owned business meeting the
24 requirements of RCW 39.19 and WAC 326-20 and certified by the Washington
25 State Office of Minority & Women’s Business Enterprises.

26
27 **MSVWBE Inclusion Plan**

28 A MSVWBE Inclusion Plan shall be submitted to the Engineer prior to the start of
29 Work on the project. The plan is submitted for the Contracting Agency’s
30 information. Approval of the plan is not required; an incomplete plan will be
31 returned for correction and resubmittal. The plan shall include the information
32 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
38 due 20 calendar days after the physical completion of the project has been
39 issued.

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

45
46 **MSVWBE Payment**

1 All costs for implementation of the requirements for Voluntary MSVWBE
2 Participation shall be included in the associated items of Contract Work.

3
4
5 **1-07.15 Temporary Water Pollution/Erosion Control**
6 **(March 23, 2010 Tacoma GSP)**

7 *This section is supplemented with the following:*

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

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

35
36 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
37 **(February 9, 2011 Tacoma GSP)**

38 *This section is revised to read:*

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

45
46 The SPCC Plan shall address all fuels, petroleum products, hazardous materials,
47 and other materials as defined in Chapter 447 of the WSDOT Environmental

1 Procedures Manual (M 31-11). Occupational safety and health requirements that
2 may pertain to SPCC Plan implementation are contained in, but not limited to,
3 WAC 296-824 and WAC 296-843.

4 5 **Implementation Requirements**

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

13
14 If hazardous materials are encountered or spilled during construction, the
15 Contractor shall do everything possible to control and contain the material until
16 appropriate measures can be taken. The Contractor shall supply and maintain
17 spill response kits of appropriate size within close proximity to hazardous
18 materials and equipment.

19
20 The Contractor shall implement the spill prevention measures identified in the
21 SPCC Plan before performing any of the following:

- 22
23 1. Placing materials or equipment in staging or storage areas.
- 24
25 2. Refueling, washing, or maintaining equipment.
- 26
27 3. Stockpiling contaminated materials.

28 29 **SPCC Plan Element Requirements**

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

- 31
32 1. **Responsible Personnel**
33 Identify the name(s), title(s), and contact information, including a 24/7
34 emergency contact number, for the personnel responsible for
35 implementing and updating the plan, including all spill responders.
36
- 37 2. **Spill Reporting**
38 List the names and telephone numbers of the Federal, State, and local
39 agencies the Contractor shall notify in the event of a spill. The City of
40 Tacoma contact will be the Tacoma Public Utilities' Spill Notification
41 number 253.502.5779 and the City Source Control Spill Response
42 number at 253.502.2222.
43
- 44 3. **Project and Site Information**
45 Describe the following items:
46 A. The project Work.
47 B. The site location and boundaries.

- 1 C. The drainage pathways from the site, including both stormwater and
2 sanitary conveyance pathways.
- 3 D. Nearby waterways and sensitive areas and their distances from the
4 site.
- 5
- 6 4. Potential Spill Sources
- 7 Describe each of the following for all potentially hazardous materials
8 brought or generated on-site (including materials used for equipment
9 operation, refueling, maintenance, or cleaning):
- 10 A. Name of material and its intended use.
- 11 B. Estimated maximum amount on-site at any one time.
- 12 C. Location(s) (including any equipment used below the ordinary high
13 water line) where the material will be staged, used, and stored and the
14 distance(s) from nearby waterways and sensitive areas.
- 15 D. Decontamination location and procedure for equipment that comes into
16 contact with the material.
- 17 E. Disposal procedures.
- 18 F. Include a Material Safety Data Sheet (MSDS) for each potentially
19 hazardous material.
- 20 5. Pre-Existing Contamination
- 21 Describe any pre-existing contamination and contaminant sources (such
22 as buried pipes or tanks) in the project area that are described in the
23 Contract documents. Identify equipment and work practices that will be
24 used to prevent the release of contamination.
- 25
- 26 6. Spill Prevention and Response Training
- 27 Describe how and when all personnel (including refueling Contractors and
28 Subcontractors) will be trained in spill prevention, containment, and
29 response in accordance with the Plan. Describe how and when all spill
30 responders will be trained in accordance with WAC 296-824.
- 31
- 32 7. Spill Prevention
- 33 Describe the following items:
- 34
- 35 A. Spill response kit contents and location(s).
- 36 B. Security measures for potential spill sources.
- 37 C. Secondary containment practices and structures for all containers to
38 handle the maximum volume of potential spill of hazardous materials.
- 39 D. Methods used to prevent stormwater from contacting hazardous
40 materials.
- 41 E. Site inspection procedures and frequency.
- 42 F. Equipment and structure maintenance practices.
- 43 G. Daily inspection and cleanup procedures that ensure all equipment
44 used below the ordinary high water line is free of all external
45 petroleum-based products.

1 H. Refueling procedures for equipment that cannot be moved from below
2 the ordinary high water line.

3
4 8. Spill Response

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

10
11 Response procedures shall be outlined in the Spill Response section and
12 shall include notification to the City of Tacoma contact which will be
13 Tacoma Public Utilities' Spill Notification number 253.502.5779 and the
14 City Source Control Spill Response number at 253.502.2222.

- 15
16 A. A spill of each type of hazardous material at each location identified in
17 4, above.
18 B. Stormwater that has come into contact with hazardous materials.
19 C. Drainage pathways from the site, including both stormwater and
20 sanitary conveyance pathways.
21 D. A release or spill of any unknown pre-existing contamination and
22 contaminant sources (such as buried pipes or tanks) encountered
23 during project Work.
24 E. A spill occurring during Work with equipment used below the ordinary
25 high water line.

26
27 If the Contractor will use a Subcontractor for spill response, provide
28 contact information for the Subcontractor under item 1 (above), identify
29 when the Subcontractor will be used, and describe actions the Contractor
30 shall take while waiting for the Subcontractor to respond.

31
32 9. Project Site Map

33 Provide a map showing the following items:

- 34
35 A. Site location and boundaries.
36 B. Site access roads.
37 C. Drainage pathways from the site.
38 D. Nearby waterways and sensitive areas.
39 E. Hazardous materials, equipment, and decontamination areas identified
40 in 4, above.
41 F. Pre-existing contamination or contaminant sources described in 5,
42 above.
43 G. Spill prevention and response equipment described in 7 and 8, above.

44
45 10. Spill Report Forms

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

3

4 **Payment**

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

7

8 "SPCC Plan," lump sum.

9

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

12

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

15

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

17

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

31

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

36

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

38

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

41 *This section is supplemented with the following:*

42

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

46

47 The Contractor shall contact all property owners and tenants in the vicinity of this
48 project, via newsletter/ mailing, a minimum of one (1) week prior to start of

1 construction. The Contractor shall submit a draft of the property owner
2 notification prior to posting/mailing.

3
4 The newsletter/ mailing shall advise the owners and tenants of the construction
5 schedule and indicate the Contractor's name, contact person, and telephone
6 numbers.

7
8 **1-07.17 Utilities and Similar Facilities**
9 **(June 1, 2023 Tacoma GSP)**

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

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

19
20 The Contractor shall coordinate their work with all utilities and other organizations
21 which have to adjust or revise their facilities within the project area. These may
22 include, but are not limited to:

- 23
- 24 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
 - 25 • City of Tacoma Water Division, Contact: Kimberly Beard, phone: (253) 396-
26 3317
 - 27 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-
28 5287
 - 29 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
30 Brian.Munson@Rainierconnect.net
 - 31 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-
32 3790; michael.klapperich@pse.com OR Amber Uhls, Gas, phone: (253)
33 476-6137; amber.uhls@pse.com
 - 34 • Lumen, Contact: Al (Aliyah) Skaro, relocations@lumen.com
 - 35 • Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545;
36 chrisjanoski@terratechllc.net
 - 37 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955,
38 todd_gallant@cable.comcast.com
 - 39 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone:
40 (425) 896-9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve
41 Duppenenthaler, phone: (425) 286-3822; sd1891@att.com OR Roberta
42 Anderson, phone: (425) 896-9839;
43 roberta.anderson@sienaengineeringgroup.com
 - 44 • Level 3 Communications, Level3NetworkRelocations@Level3.com
 - 45 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
 - 46 • Verizon, Contact: David Lacombe, phone: (206) 305-5366

- 1 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 2 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725;
- 3 sschauer@cogentco.com
- 4 • Zayo Communications, Contact: Phil Braum, phil.braum@zayo.com ;
- 5 zayo.relo.washington@zayo.com

6

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

15

16 **1-07.18 Public Liability and Property Damage Insurance**

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

18

19 **1-07.18 Insurance**
20 **(December 17, 2019 Tacoma GSP)**

21

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

28

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

34

35 *This section is supplemented with the following;*

36

37 The project specific Insurance Requirements for the Contractor are included in
38 Part V of these specifications.

39

40 **1-07.23 Public Convenience and Safety**

41

42 **1-07.23(1) Construction Under Traffic**
43 **(May 2, 2017 APWA GSP)**

44

45 *Revise the third sentence of the second paragraph to read:*

1 Accessibility to existing or temporary pedestrian push buttons shall not be
2 impaired; if approved by the Contracting Agency activating pedestrian recall
3 timing or other accommodation may be allowed during construction.
4

5 **1-07.23(1) Construction under Traffic**
6 **(March 1, 2004 Tacoma GSP)**

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

9 The following special traffic requirements shall be adhered to during all phases of
10 construction:
11

12 Milwaukee Way and 11th Street shall remain fully open to vehicular and
13 pedestrian traffic at all times.
14

15 To minimize the disruption to access to adjacent properties, and to Pierce Transit
16 operations, the lane closure area shall be limited to that area of active work and
17 necessary for appropriate lane closure tapers. The Contractor shall stage work
18 to maintain access to and egress from all properties at all times.
19

20 A safe pedestrian access shall be provided at all times through the project area.
21 All lane closures shall be coordinated with the adjacent businesses, other
22 contractors working within the project vicinity, local transit agencies and the City.
23

24 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to
25 the construction work, parking may be restricted either entirely or during the time
26 when it creates a hazard. Signs for restricting parking shall be approved by the
27 City and placed by the Contractor. The Contractor shall be responsible for and
28 shall maintain all such signs. The replacement of signs restricting parking shall
29 be as approved by the Engineer.
30

31 The Contractor shall notify all property owners and tenants of detours, street and
32 alley closures, or other restrictions that may interfere with their access.
33 Notification shall be at least twenty-four (24) hours in advance for residential
34 property, and at least forty-eight (48) hours in advance for commercial property.
35

36 Emergency traffic, such as police, fire, and disaster units, shall be provided
37 access at all times. In addition, the Contractor shall coordinate Contractor
38 activities with all disposal firms and transit bus service that may be operating in
39 the project area.
40

41 If street closures or lane restrictions, not provided for in the Specifications, are
42 allowed subsequent to award of the contract, an equitable adjustment of the
43 Contract amount shall be negotiated.
44

45 It is the intent of the Contract to effectively prevent the deposition of debris on
46 streets in areas of public traffic or where such debris may be transported into a
47 drainage system. When construction operations are such that debris from the

1 work is deposited on the streets, the Contractor shall, at a minimum, remove on a
2 daily basis any deposits or debris which may accumulate on the roadway
3 surface. Should daily removal be insufficient to keep the streets clean, the
4 Contractor shall perform removal operations on a more frequent basis. If the
5 Engineer determines that a more frequent cleaning is impractical or if the
6 Contractor fails to keep the streets free from deposits and debris resulting from
7 the work, the Contractor shall, upon order of the Engineer, provide facilities for
8 and remove all deposits from the tires or between wheels before trucks or other
9 equipment will be allowed to travel over paved streets. Should the Contractor fail
10 or refuse to clean the streets in question, or the trucks or equipment in question,
11 the Engineer may order the work suspended at the Contractor's risk until
12 compliance with Contractor's obligations is assured, or the Engineer may order
13 the streets in question cleaned by others and such costs incurred by the City in
14 achieving compliance with these contract requirements, including cleaning of the
15 streets, shall be deducted from moneys due or to become due the Contractor on
16 monthly estimate. The Contractor shall have no claim for delay or additional
17 costs should the Engineer choose to suspend the Contractor's work until
18 compliance is achieved.

19
20
21 **1-07.23(2) Construction and Maintenance of Detours**
22 **(April 1, 2018 Tacoma GSP)**

23 *This section is supplemented with the following:*

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

40
41 The Contractor shall notify the Engineer three (3) working days in advance of
42 implementation of any street closures/detours allowed under the Contract.
43 Advance notice signing shall be placed a minimum of three (3) working days prior
44 to implementation of any street closure/detour.

1 The Contractor shall notify Pierce Transit a minimum of 10 working days prior to
2 any street closure. The Contractor shall notify all other entities listed below a
3 minimum of five (5) working days prior to any street closure:

4		
5	Tacoma Fire Dept.	(253-591-5775)
6	Tacoma Police Dept.	(253-591-5932)
7	LESA Communications Center	(253-798-4721 - Opt.#2)
8	Tacoma Public Schools Transportation Office	(253-571-1853)
9	Pierce Transit	(253-581-8001)
10	Tacoma Environmental Services Solid Waste	(253-591-5544)
11	Tacoma Public Works Engineering Division	(253-591-5500)
12	Tacoma Public Works Streets and Grounds	(253-591-5495)

13
14 **1-07.24 Rights of Way**
15 **(July 23, 2015 APWA GSP)**

16
17 *Delete this section and replace it with the following:*

18
19 Street Right of Way lines, limits of easements, and limits of construction permits
20 are indicated in the Plans. The Contractor's construction activities shall be
21 confined within these limits unless arrangements for use of private property are
22 made.

23
24 Generally, the Contracting Agency will have obtained, prior to bid opening, all
25 rights of way and easements, both permanent and temporary, necessary for
26 carrying out the work. Exceptions to this are noted in the Bid Documents or will
27 be brought to the Contractor's attention by a duly issued Addendum.

28
29 Whenever any of the work is accomplished on or through property other than
30 public Right of Way, the Contractor shall meet and fulfill all covenants and
31 stipulations of any easement agreement obtained by the Contracting Agency
32 from the owner of the private property. Copies of the easement agreements may
33 be included in the Contract Provisions or made available to the Contractor as
34 soon as practical after they have been obtained by the Engineer.

35
36 Whenever easements or rights of entry have not been acquired prior to
37 advertising, these areas are so noted in the Plans. The Contractor shall not
38 proceed with any portion of the work in areas where right of way, easements or
39 rights of entry have not been acquired until the Engineer certifies to the
40 Contractor that the right of way or easement is available or that the right of entry
41 has been received. If the Contractor is delayed due to acts of omission on the
42 part of the Contracting Agency in obtaining easements, rights of entry or right of
43 way, the Contractor will be entitled to an extension of time. The Contractor
44 agrees that such delay shall not be a breach of contract.

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

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

20
21
22 **END OF SECTION**
23
24

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

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

9
10 Prior to the Contractor beginning the work, a preconstruction conference will be
11 held between the Contractor, the Engineer and such other interested parties as
12 may be invited. The purpose of the preconstruction conference will be:

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

21
22 The Contractor shall prepare and submit at the preconstruction conference the
23 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
33 Contracting Agency, the normal straight time working hours for the contract shall
34 be any consecutive 8-hour period between 7:00 a.m. and 6:00 p.m. of a working
35 day with a maximum 1-hour lunch break and a 5-day work week. The normal
36 straight time 8-hour working period for the contract shall be established at the
37 preconstruction conference or prior to the Contractor commencing the work.

38
39 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or
40 before 7:00 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in
41 writing to the Engineer for permission to work such times. Permission to work
42 longer than an 8-hour period between 7:00 a.m. and 6:00 p.m. is not required.
43 Such requests shall be submitted to the Engineer no later than noon on the
44 working day prior to the day for which the Contractor is requesting permission to
45 work.
46

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

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

25
26 *Add the following new section:*

27 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
28 **(September 29, 2009 Tacoma GSP)**

29
30 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer
31 than an 8-hour work shift on a regular working day, as defined in the Standard
32 Specifications, such work shall be considered as overtime work. On all such
33 overtime work, city staff may be required at the discretion of the Engineer. In
34 such case, the Contracting Agency may deduct from amounts due or to become
35 due to the Contractor for the costs in excess of the straight-time costs for
36 employees of the Contracting Agency required to work overtime hours.

37
38 The Contractor by these specifications does hereby authorize the Engineer to
39 deduct such costs from the amount due or to become due to the Contractor.

40
41 **1-08.1(5) Restrictions on Subcontracting**
42 **(August 8, 2023 Tacoma GSP)**

43
44 *This section is deleted.*

45
46 **1-08.1(7)A Payment Reporting**
47 **(August 8, 2023 Tacoma GSP)**

1
2 *This section is deleted.*

3
4 *Replace 1-08.1(8) in its entirety with the following:*
5 **1-08.1(8) Subcontracting – Equity in Contracting**
6 **(August 8, 2023 Tacoma GSP)**

7
8 The Contractor shall follow the Equity in Contracting Program included in Part III
9 which shall be considered part of the Contract.

10
11
12 **1-08.3(2)A Type A Progress Schedule**
13 **(December 30, 2022 APWA GSP)**

14
15 *Revise this section to read:*

16
17 The Contractor shall submit 3 copies of a Type A Progress Schedule no later than at
18 the preconstruction conference, or some other mutually agreed upon submittal time.
19 The schedule may be a critical path method (CPM) schedule, bar chart, or other
20 standard schedule format. Regardless of which format used, the schedule shall
21 identify the critical path. The Engineer will evaluate the Type A Progress Schedule
22 and approve or return the schedule for corrections within 15 calendar days of
23 receiving the submittal.

24
25
26 **1-08.4 Prosecution of Work**

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

28
29 **1-08.4 Notice to Proceed and Prosecution of Work**
30 **(July 23, 2015 APWA GSP)**

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

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

1 the site until the Contracting Agency has accepted the installation of high visibility
2 fencing, as described in the Contract.

3
4 **1-08.5 Time for Completion**
5 **(March 16, 2016 Tacoma GSP)**

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

7
8 Contract time shall begin on the first working day following the Notice to Proceed
9 Date.

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

29
30 *Revise the sixth paragraph to read:*

31
32 The Engineer will give the Contractor written notice of the completion date of the
33 contract after all the Contractor's obligations under the contract have been
34 performed by the Contractor. The following events must occur before the
35 Completion Date can be established:

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

1 f. Property owner releases per Section 1-07.24

2

3 *This section is supplemented with the following:*

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

5

6 This project shall be physically completed within **180** working days.

7

8 **1-08.9 Liquidated Damages**

9 **(March 3, 2021 APWA GSP, Option B)**

10 *Revise the second and third paragraphs to read:*

11

12 Accordingly, the Contractor agrees:

13

- 14 1. To pay (according to the following formula) liquidated damages for each
- 15 working day beyond the number of working days established for Physical
- 16 Completion, and
- 17
- 18 2. To authorize the Engineer to deduct these liquidated damages from any
- 19 money due or coming due to the Contractor.
- 20

21

21 **Liquidated Damages Formula**

22

23 $LD = 0.15C/T$

24

25 Where:

26

26 LD = liquidated damages per working day (rounded to the nearest
27 dollar)

28

28 C = original Contract amount

29

29 T = original time for Physical Completion

30

31

31 When the Contract Work has progressed to Substantial Completion as defined in
32 the Contract, the Engineer may determine the Contract Work is Substantially
33 Complete. The Engineer will notify the Contractor in writing of the Substantial
34 Completion Date. For overruns in Contract time occurring after the date so
35 established, the formula for liquidated damages shown above will not apply. For
36 overruns in Contract time occurring after the Substantial Completion Date,
37 liquidated damages shall be assessed on the basis of direct engineering and
38 related costs assignable to the project until the actual Physical Completion Date
39 of all the Contract Work. The Contractor shall complete the remaining Work as
40 promptly as possible. Upon request by the Project Engineer, the Contractor shall
41 furnish a written schedule for completing the physical Work on the Contract.

42

43 **END OF SECTION**

44

45

1
2 **1-09 MEASUREMENT AND PAYMENT**
3

4
5 **1-09.2(1) General Requirements for Weighing Equipment**
6 **(January 4, 2024 APWA GSP, Option 2)**
7

8 *Revise item 4 of the fifth paragraph to read:*
9

- 10 4. Test results and scale weight records for each day's hauling operations
11 are provided to the Engineer daily. Reporting shall utilize WSDOT form
12 422-027A, Scaleman's Daily Report, unless the printed ticket contains the
13 same information that is on the Scaleman's Daily Report Form. The scale
14 operator must provide AM and/or PM tare weights for each truck on the
15 printed ticket.
16

17
18 **1-09.6 Force Account**
19 **(December 30, 2022 APWA GSP)**
20

21 *Supplement this section with the following:*
22

23 The Contracting Agency has estimated and included in the Proposal, dollar
24 amounts for all items to be paid per force account, only to provide a common
25 proposal for Bidders. All such dollar amounts are to become a part of
26 Contractor's total bid. However, the Contracting Agency does not warrant
27 expressly or by implication, that the actual amount of work will correspond with
28 those estimates. Payment will be made on the basis of the amount of work
29 actually authorized by the Engineer.
30

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

32 *Item #3 of this Section is supplemented with the following:*
33

34 The Contractor shall submit a comprehensive summary list of all equipment
35 anticipated to be used on the project and their associated AGC/WSDOT
36 Equipment Rental Rates. The list shall include the contractor's equipment
37 number, make, model, year, operation rate, standby rate, applicable attachments
38 and any other applicable information necessary to determine the applicable rates
39 in accordance with this section. In addition, the contractor shall submit an
40 Equipment Watch rate sheet (www.equipmentwatch.com) for each piece of
41 equipment in the summary list. Access to the Equipment Watch web site is
42 available at the City's Construction Management Office.
43

44 **1-09.9 Payments**
45 **(December 30, 2022 APWA GSP)**
46

47 *Section 1-09.9 is revised to read:*
48

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

3
4 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
5 Preconstruction Conference, to enable the Project Engineer to determine the Work
6 performed on a monthly basis. A breakdown is not required for lump sum items that
7 include a basis for incremental payments as part of the respective Specification.
8 Absent a lump sum breakdown, the Project Engineer will make a determination
9 based on information available. The Project Engineer's determination of the cost of
10 work shall be final.

11
12 Progress payments for completed work and material on hand will be based upon
13 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
14 established at the preconstruction conference.

15
16 The initial progress estimate will be made not later than 30 days after the Contractor
17 commences the work, and successive progress estimates will be made every month
18 thereafter until the Completion Date. Progress estimates made during progress of
19 the work are tentative, and made only for the purpose of determining progress
20 payments. The progress estimates are subject to change at any time prior to the
21 calculation of the final payment.

22
23 The value of the progress estimate will be the sum of the following:

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

33
34 Progress payments will be made in accordance with the progress estimate less:

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

39
40 Progress payments for work performed shall not be evidence of acceptable
41 performance or an admission by the Contracting Agency that any work has been
42 satisfactorily completed. The determination of payments under the contract will be
43 final in accordance with Section 1-05.1.

44
45 Failure to perform obligations under the Contract by the Contractor may be
46 decreed by the Contracting Agency to be adequate reason for withholding
47 any payments until compliance is achieved.

1
2 Upon completion of all Work and after final inspection (Section 1-05.11), the
3 amount due the Contractor under the Contract will be paid based upon the
4 final estimate made by the Engineer and presentation of a Final Contract
5 Voucher Certification to be signed by the Contractor. The Contractor's
6 signature on such voucher shall be deemed a release of all claims of the
7 Contractor unless a Certified Claim is filed in accordance with the
8 requirements of Section 1-09.11 and is expressly excepted from the
9 Contractor's certification on the Final Contract Voucher Certification. The date
10 the Contracting Agency signs the Final Contract Voucher Certification
11 constitutes the final acceptance date (Section 1-05.12).
12

13 If the Contractor fails, refuses, or is unable to sign and return the Final
14 Contract Voucher Certification or any other documentation required for
15 completion and final acceptance of the Contract, the Contracting Agency
16 reserves the right to establish a Completion Date (for the purpose of meeting
17 the requirements of RCW 60.28) and unilaterally accept the Contract.
18 Unilateral final acceptance will occur only after the Contractor has been
19 provided the opportunity, by written request from the Engineer, to voluntarily
20 submit such documents. If voluntary compliance is not achieved, formal
21 notification of the impending establishment of a Completion Date and
22 unilateral final acceptance will be provided by email with delivery confirmation
23 from the Contracting Agency to the Contractor, which will provide 30 calendar
24 days for the Contractor to submit the necessary documents. The 30 calendar
25 day period will begin on the date the email with delivery confirmation is
26 received by the Contractor. The date the Contracting Agency unilaterally
27 signs the Final Contract Voucher Certification shall constitute the Completion
28 Date and the final acceptance date (Section 1-05.12). The reservation by the
29 Contracting Agency to unilaterally accept the Contract will apply to Contracts
30 that are Physically Completed in accordance with Section 1-08.5, or for
31 Contracts that are terminated in accordance with Section 1-08.10. Unilateral
32 final acceptance of the Contract by the Contracting Agency does not in any
33 way relieve the Contractor of their responsibility to comply with all Federal,
34 State, tribal, or local laws, ordinances, and regulations that affect the Work
35 under the Contract.
36

37 Payment to the Contractor of partial estimates, final estimates, and retained
38 percentages shall be subject to controlling laws.
39
40

41 *This section is supplemented with the following:*
42 **(January 6, 2015 Tacoma GSP)**
43

44 Breakdowns of all lump sum items shall be provided for all lump sum items and
45 shall include all costs for labor, equipment, materials, and taxes (as applicable)
46 associated with the lump sum item. Washington State Department of Revenue

1 Rules 170 and 171 apply to lump sum items per Section 1-07.2 of the WSDOT
2 State Amendments to the Standard Specifications.

3
4 Stockpiled Material - The point of acceptance of stockpiled material for payment
5 and quality shall be at the time of incorporation into the contract.

6
7 **1-09.9(1) Retainage**
8 **(May 10, 2006 Tacoma GSP)**

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

- 10
11 6. A "General Release to the City of Tacoma" is on file with the Contracting
12 Agency.
13 7. A release has been obtained from the City of Tacoma's City Clerk's Office.

14
15 **1-09.13(3)A Arbitration General**
16 **(January 19, 2022 APWA GSP)**

17
18 *Revise the third paragraph to read:*

19
20 The Contracting Agency and the Contractor mutually agree to be bound by
21 the decision of the arbitrator, and judgment upon the award rendered by the
22 arbitrator may be entered in the Superior Court of the county in which the
23 Contracting Agency's headquarters is located, provided that where claims
24 subject to arbitration are asserted against a county, RCW 36.01.050 shall
25 control venue and jurisdiction of the Superior Court. The decision of the
26 arbitrator and the specific basis for the decision shall be in writing. The
27 arbitrator shall use the Contract as a basis for decisions.

28
29
30 **END OF SECTION**
31
32

1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.1(2) Description**
4 **(July 22, 2019 Tacoma GSP)**

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

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

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

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

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

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

24
25 The Contracting Agency will make all necessary temporary adjustments to
26 existing traffic signals and traffic signal activators.

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

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

37
38 **Traffic Control Management**

39 **1-10.2(1) General**
40 **(January 10, 2022)**

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

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

46
47 The Northwest Laborers-Employers Training Trust
48 27055 Ohio Ave.

1 Kingston, WA 98346
2 (360) 297-3035

3
4 Evergreen Safety Council
5 12545 135th Ave. NE
6 Kirkland, WA 98034-8709
7 1-800-521-0778

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

14
15 Integrity Safety
16 13912 NE 20th Ave.
17 Vancouver, WA 98686
18 (360) 574-6071
19 <https://www.integritysafety.com>

20
21 US Safety Alliance
22 (904) 705-5660
23 <https://www.ussafetyalliance.com>

24
25 K&D Services Inc.
26 2719 Rockefeller Ave. Everett, WA 98201
27 (800) 343-4049
28 <https://www.kndservices.net>

29
30

31 **1-10.3(3)A Construction Signs**
32 **(January 11, 2006 Tacoma GSP)**
33 *The fifth paragraph is revised to read:*

34
35 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the
36 Engineer deems to be unacceptable while their use is required on the project
37 shall be replaced by the Contractor at their expense.

38
39

40 **1-10.3(3)C Portable Changeable Message Sign**
41 **(August 4, 2010 Tacoma GSP)**
42 *This section is supplemented with the following:*

43
44 Portable Changeable Message Signs shall be required on arterials streets where
45 construction occurs for durations longer than seven (7) calendar days. Signs
46 shall be solar charged and programmable. Signs shall be provided a minimum of
47 seven (7) calendar days prior to construction and remain through the duration of

1 the construction on the arterial street. Signs shall be provided on each end of the
2 arterial street construction zone notifying oncoming traffic of the construction
3 conditions. All costs associated with providing and maintain the signs for the
4 required duration shall be included in the proposal item, "Project Temporary
5 Traffic Control", per lump sum.

6
7 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
8 **(January 11, 2006 Tacoma GSP)**

9 *This section is supplemented with the following:*

10
11 No unit of measure will apply to the position of traffic control manager and it will
12 be considered included in other unit contract prices in the Bid Proposal.

13
14
15 **1-10.5(2) Item Bids with Lump Sum for Incidentals**
16 **(January 11, 2006 Tacoma GSP)**

17 *This section is supplemented with the following:*

18
19 "Uniformed Police Officer for Traffic Control", per hour
20 The unit contract price, when applied to the number of units measured for this
21 item in accordance with Section 1-10.4(2), shall be full compensation for all cost
22 incurred by the Contractor in performing the work in accordance with Section 1-
23 10.3.

24
25
26 **END OF SECTION**
27
28

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
7 pavement 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
12 and thickness, as defined below:

- 13
- | | | |
|----|-----------------|---|
| 14 | Type I | Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III. |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | | |
| 19 | Type II | Pavement removal required for the placing of utilities at greater and varying depths, such as sewers. |
| 20 | | |
| 21 | | |
| 22 | Type III | Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities. |
| 23 | | |
| 24 | | |
| 25 | Class A2 | Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less. |
| 26 | | |
| 27 | | |
| 28 | | |
| 29 | | |
| 30 | Class A4 | Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between two inches and four inches. |
| 31 | | |
| 32 | | |
| 33 | | |
| 34 | | |
| 35 | | |
| 36 | Class A8 | Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches. |
| 37 | | |
| 38 | | |
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| 40 | | |
| 41 | | |
| 42 | Class C6 | Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer. |
| 43 | | |
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Class C12 Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches.

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

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

2-14.3 Construction Requirements

All final meetlines shall be sawcut.

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

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

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

2-14.4 Measurement

Pavement removal will be measured per square yard.

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

2-14.5 Payment

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

“Remove Existing Pavement, Type ___ Class ___”, per square yard

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7

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

END OF SECTION

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

3
4 **4-04.5 Payment**

5 *This section is supplemented with the following:*

6
7 All costs for labor, equipment, and materials required to furnish, place, and
8 compact the crushed surfacing top course for all asphalt concrete approaches
9 and non-paved approaches shall be included in the unit Contract price for
10 "Crushed Surfacing Top Course", per ton.

11
12
13 **END OF SECTION**
14
15

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

3 *This Section is revised according to the following overriding provisions:*
4

5 Nonstatistical or test point evaluation shall be the method for HMA compaction
6 acceptance for all HMA pavement, except where visual or commercial evaluation
7 is specified. Visual evaluation shall be considered synonymous with commercial
8 evaluation. The Contracting Agency will not be required to perform any
9 acceptance by statistical evaluation.
10

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

- 16 • The Contracting Agency shall not be required to perform statistical
17 analysis of any acceptance test results.
- 18 • Quantities for sublots and lots shall be as determined by the Engineer. If
19 test results are found not to be within specification requirements,
20 additional testing as needed to determine a CPF may be performed.
- 21 • The Contracting Agency shall not be required to make price adjustments
22 based on pay factors and composite pay factors.
23

24 **5-04.2 Materials**

25
26 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
27 **(April 1, 2018 Tacoma GSP)**

28 *For Subsection 5-04.2(1) the term “Contracting Agency” is revised to read*
29 *“WSDOT”.*
30

31 **5-04.2(2) Mix Design – Obtaining Project Approval**
32 **(April 1, 2018 Tacoma GSP)**

33 *This section is revised to read:*
34

35 The Contactor shall submit each HMA mix design to the Contracting
36 Agency on WSDOT Form 350-042. The Contractor shall provide a mix
37 design based upon 3 million ESAL’s.
38

39 No paving shall begin prior to the HMA mix design acceptance by the
40 Engineer for the Job Mix Formula (JMF) that will be used for the same
41 paving. The Contracting Agency will evaluate HMA mix design submittals
42 according to Visual Evaluation per Table 1. The mix design will be the
43 initial JMF for the class of HMA. The Contractor may request a change in
44 the JMF. Any adjustments to the JMF will require the approval of the
45 Project Engineer and must be made in accordance with Section 9-03.8(7).
46

1 Mix designs for HMA shall have the aggregate structure and asphalt
2 binder content determined in accordance with WSDOT Standard
3 Operating Procedure 732 and meet the requirements of Sections 9-
4 03.8(2) and 9-03.8(6). The Contractor shall determine anti-strip additive
5 requirements for the HMA and submit laboratory test data for anti-stripping
6 and rutting in accordance with the following options:

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

12
13 With the HMA mix design submittal the Contractor shall provide one of the
14 following mix design verification certifications for Contracting Agency
15 review:

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

24
25 **The mix design shall be performed by a lab accredited by a national
26 authority such as Laboratory Accreditation Bureau, L-A-B for Construction
27 Materials Testing, The Construction Materials Engineering Council
28 (CMEC's) ISO 17025 or AASHTO Accreditation Program (AAP) and shall
29 supply evidence of participation in the AASHTO resource proficiency
30 sample program.

31
32 At the discretion of the Engineer, the Contracting Agency may accept
33 verified mix designs older than 12 months from the original verification
34 date with a certification from the Contractor that the materials and sources
35 are the same as those shown on the original mix design.

36
37 For the use of Commercial HMA, the Contractor shall select a class of
38 HMA and design level of Equivalent Single Axle Loads (ESAL's)
39 appropriate for the required use. Commercial HMA can be accepted by a
40 Contractor certificate of compliance letter stating the material meets the
41 HMA requirements defined in the Contract.

42
43 **5-04.2(2)B Using HMA Additives**
44 **(April 1, 2018 Tacoma GSP)**

45 *This section is revised to read:*
46

1 The Contractor may, at the Contractor's discretion, elect to use additives
2 that reduce the optimum mixing temperature or serve as a compaction aid
3 for producing HMA. Additives include organic additives, chemical additives
4 and foaming processes. The use of Additives is subject to the following:
5

- 6 • Do not use additives that reduce the mixing temperature in the
7 production of High RAP/Any RAS mixtures.
8
- 9 • Before using additives, obtain the Engineer's approval using
10 WSDOT Form 350-076 to describe the proposed additive and
11 process.
12

13 **5-04.3 Construction Requirements**

14 **5-04.3(2) Paving Under Traffic** 15 **(April 1, 2018 Tacoma GSP)**

16 *The second paragraph is supplemented with the following:*
17

18
19 No traffic shall be allowed on any newly placed pavement without the
20 approval of the Engineer.
21

22 **5-04.3(3)C Pavers** 23 **(April 1, 2018 Tacoma GSP)**

24 *The second paragraph is deleted.*
25

26 **5-04.3(3)D Material Transfer Device or Material Transfer Vehicle** 27 **(April 1, 2018 Tacoma GSP)**

28 *The first paragraph is revised to read:*
29

30 A Material Transfer Device/Vehicle (MTD/V) shall not be used unless
31 specific paving areas are specified below. A MTD/V shall only be used
32 according to this special provision for the following paving areas:
33

34 none
35

36 **5-04.3(4)C Pavement Repair** 37 **(April 1, 2018 Tacoma GSP)**

38 *This section is revised to read:*
39

40 Pavement repair shall be in accordance with the City of Tacoma Right-of-
41 Way Restoration Policy found at:
42

43 [https://www.cityoftacoma.org/government/city_departments/public_works/r](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way)
44 [ight-of-way](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way)
45

46 Pavement repair consists of asphalt concrete saw-cutting, removing
47 asphalt concrete pavement, removing crushed surfacing and subgrade,

1 and installing Construction Geotextile for Separation, placing crushed
2 surfacing top course over the Construction Geotextile, and HMA in
3 accordance with the Contract or as directed by the Engineer.
4

5 Pavement repair excavation may also be performed by the use of a milling
6 machine of a type that has operated successfully on work comparable with
7 that to be done under the Contract and shall be approved by the Engineer
8 prior to use. If a milling machine is used for excavation, the excavation
9 shall be as directed by the Engineer.
10

11 In all types of excavation, after the removal of the asphalt, the base
12 material will be evaluated by the Engineer to determine if it is suitable. If
13 the base is determined not to be suitable, the Contractor shall remove the
14 base material and restore the sub-grade in accordance with Section 2-06
15 and the Plans, regardless of the method used for excavation.
16

17 Payment for pavement repair shall be by the unit Bid prices according to
18 the Contract for all materials, labor, and equipment required to complete
19 the pavement repair. Items not included in the Proposal shall be paid for
20 according to Section 1-04.1(2).
21

22 **5-04.3(6) Mixing**

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

24 *The first paragraph is revised to read:*
25

26 The asphalt supplier shall add any recycling agent and anti-stripping
27 additive to the liquid asphalt binder prior to shipment to the asphalt mixing
28 plant, when the mix design includes these additives. The Contractor shall
29 submit the anti-stripping additive amount and the manufacturer's
30 certification, together with the HMA mix design submittal in accordance
31 with Section 5-04.2. Paving shall not begin before the anti-stripping
32 additive submittal is accepted by the Engineer.
33

34 **5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**

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

36 *This section is revised to read:*
37

38 Sample aggregate in accordance with Section 3-04 prior to being
39 incorporated into HMA. The Contracting Agency shall evaluate the
40 aggregate according to Special Provision 3-04. Aggregate contributed
41 from RAP or RAS shall not be evaluated under Section 3-04.
42

43 The combined aggregate bulk specific gravity (Gsb) blend as shown on
44 the HMA Mix Design report or evaluation report per Special Provision 5-
45 04.2(2) will be used for VMA calculations. The Contracting Agency shall
46 not be required to perform a Gsb test.

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

The first paragraph is revised to read:

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

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

The first paragraph is revised to read:

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

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

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

The second paragraph is revised to read:

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

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

The title of this section is revised to read:

1 **5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation**

2
3 **5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots**
4 **(April 1, 2018 Tacoma GSP)**

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

6 **5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

7 *This section is revised to read:*

8
9 For HMA in a structural application, sampling and testing for total project
10 quantities less than 400 tons is at the discretion of the engineer. For HMA
11 used in a structural application and with a total project quantity less than
12 800 tons but more than 400 tons, a minimum of one acceptance test shall
13 be performed:

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

31
32 **5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results**
33 **(Aug 1, 2020 Tacoma GSP)**

34 *This section is revised to read:*

35
36 The Contracting Agency will endeavor to provide written notification (via email to
37 the Contractor’s designee) of acceptance test results within 24 hours of the
38 sample being made available to the Contracting Agency. However, the
39 Contractor agrees:

- 40
- 41 1. Quality control, defined as the system used by the Contractor to monitor,
42 assess, and adjust its production processes to ensure that the final HMA
43 mixture will meet the specified level of quality, is the sole responsibility of
44 the Contractor.
- 45
- 46 2. The Contractor has no right to rely on any testing performed by the
47 Contracting Agency, nor does the Contractor have any right to rely on
48 timely notification by the Contracting Agency of the Contracting Agency’s

1 test results (or statistical analysis thereof), for any part of quality control
2 and/or for making changes or correction to any aspect of the HMA
3 mixture.

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

8
9 **5-04.3(10)B HMA Compaction - Cyclic Density**
10 **(April 1, 2018 Tacoma GSP)**

11 *This section is deleted.*

12
13 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**
14 **(April 1, 2018 Tacoma GSP)**

15 *This section is deleted.*

16
17 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**
18 **(April 1, 2018 Tacoma GSP)**

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

20 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance**
21 **Testing**

22 *The second paragraph is revised to read:*

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

34
35 *This section is supplemented with the following:*

36
37 Cores may be used as an addition to the nuclear density gauge tests.
38 When cores are taken by the Engineer at the request of the Contractor,
39 the request shall be made by noon of the first working day following
40 placement of the mix. The Engineer shall be reimbursed for the coring
41 expenses.

42
43 The Engineer will inform the Contractor of field compaction test results as
44 work is being performed. Formal Test Report(s) will be provided to the
45 Contractor within 3 Working Days.

46
47 HMA for preleveling shall be compacted to the satisfaction of the
48 Engineer.

1
2 **5-04.4 Measurement**
3 **(April 1, 2018 Tacoma GSP)**

4 *The first paragraph is revised to read:*

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

13
14 *The second paragraph is revised to read:*

15
16 No specific unit of measure will apply to roadway cores, which shall be included
17 in the measurements for the HMA items that are included in the Proposal.

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

20
21 HMA for Approach Cl. ___ PG 58H-22 shall be measured per square yard of
22 finished driveway and approach.

23
24 No specific unit of measure will apply to anti-stripping additive, which shall be
25 included in the measurements for the HMA items that are included in the
26 Proposal.

27
28 **5-04.5 Payment**
29 **(April 1, 2018 Tacoma GSP)**

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

32
33 *The following pay items for HMA are revised to read:*

34
35 “HMA Cl. ___ PG ___”, per ton.

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

37
38 The unit Contract price per ton for “HMA Cl. ___ PG ___” and “HMA for ___ Cl. ___
39 PG ___” shall be full payment for all costs incurred to carry out the requirements of
40 Section 5-04, including coring and testing, and shall include anti-stripping
41 additive, asphalt wedge curbs, thickened edges, curb drains, and connection to
42 existing drains in accordance with the Contract. Any costs that are already
43 included in other Bid items in the Proposal shall not be included in the unit
44 Contract prices per ton for these HMA Bid items.

45
46 *The pay item “HMA for Approach Cl. ___PG___” is revised to read:*

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

2
3 The unit Contract price per square yard for “HMA for Approach Cl. __PG 58H-22”
4 shall be full payment for all costs incurred to carry out the requirements of
5 Section 5-04, including anti-stripping additive; and shall include asphalt wedge
6 curbs, thickened edges, curb drains, and connection to existing drains in
7 accordance with the Contract. Any costs that are already included in other Bid
8 items in the Proposal shall not be included in the unit Contract price per square
9 yard for this HMA Bid item. The Contractor shall also include all costs associated
10 with excavating for driveways and approach, including haul and disposal in the
11 unit Contract price per square yard for “HMA for Approach Cl. __ PG 58H-22” ,
12 regardless of the depth.

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

15
16 “HMA Cl. __ PG __ for Pavement Patch”, per ton.

17
18 The unit Contract price for pavement patch shall be full pay for all labor,
19 equipment, and materials required to complete the patching of the street,
20 including joints, where required, and removal of temporary base.

21
22 “Cold Plant Mix for Temporary Pavement Patch”, per ton.

23
24 The unit Contract price for “Cold Plant Mix for Temporary Pavement Patch” shall
25 be full pay for all labor, equipment, and materials required to furnish and install;
26 maintain; and remove and dispose of the temporary patch.

27
28 Temporary pavement patches placed between October 1st and March 31st shall
29 be HMA Cl. ½” PG 58H-22.

30
31 **END OF SECTION**

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
8 website at www.cityoftacoma.org/stormwatermanual.

9
10 **8-01.3(1) General**

11
12 **8-01.3(1)A Submittals**

13 *This section is revised to read*

14
15 Option A.

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

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

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

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

44
45
46 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

47 *This section is revised to read:*

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

11
12 The CESCL or CPESC shall direct implementation of the measures identified in
13 the SWPPP and as shown on the TESC plan. Implementation shall include, but
14 is not limited to the following:

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

1 e. Other applicable permits.

2
3 Upon request, the file shall be provided to the Engineer for review.

4
5 **8-01.3(1)C Water Management**

6 *This section is revised to read:*

7
8 **General.** The Contractor is responsible for keeping excavations free from
9 standing water during construction and disposing of the water in a manner that
10 will not cause pollution, injury to public or private property, or cause a nuisance
11 to the public. Groundwater flowing toward, into, or within excavations shall be
12 controlled to prevent sloughing of excavation walls, boils, uplift, and heave in the
13 excavation, and to eliminate interference with orderly progress of construction.
14 The control of groundwater shall be such that softening of the bottom of
15 excavations, or formation of “quick” conditions or “boils” during excavation, shall
16 not occur. The Contractor is responsible for all foundation material required due
17 to lack of dewatering efforts.

18
19 **Dewatering Requirements.** The Contractor shall design, construct, and operate
20 a dewatering system in accordance with this Section and the SAD Authorization.
21 The Contractor shall have competent workers available at all times for the
22 continuous and successful operation of the dewatering and monitoring system.

23
24 **Dewatering Plan.** The Contractor shall submit a dewatering plan to the
25 Engineer for review in accordance with Section 1-05.3 prior to the start of
26 construction. Review of the dewatering plan submitted by the Contractor shall
27 not relieve the Contractor from full responsibility for adequate design and
28 performance of the system. The Contractor shall be solely responsible for the
29 proper design, installation, operation and maintenance of the dewatering system.
30 The Contractor shall be liable for any damages caused by system failure.

31
32 The dewatering plan shall include the following components:

- 33
34 1. System Components – Describe the method and equipment
35 proposed for dewatering the excavation. The Contractor shall have
36 on hand sufficient pumping equipment and machinery in good
37 working condition for all emergencies, including power outage and
38 flooding
39 2. Treatment Method – Describe how dewatering water that is to be
40 discharged to the City’s sanitary sewer system will be treated to
41 meet the applicable discharge limits of the Special Approved
42 Discharge Authorization and Tacoma Municipal Code 12.08.
43 Provide applicable calculations.
44 3. Point of Discharge – Describe the point of discharge of the
45 dewatering water. Any discharges to private property will require
46 written documentation from the property owner that this point of
47 discharge is permitted. The Contractor shall provide all proposed

1 points of discharge as part of the Special Approved Discharge
2 Authorization Application.

- 3 4. Maintenance Plan – Describe how the designed system will be
4 maintained over the course of the project.
- 5 5. Monitoring Plan – Describe how discharge will be monitored to
6 ensure compliance with all discharge requirements.
- 7 6. Special Approved Discharge (SAD) Authorization Application – The
8 Contractor shall apply for a SAD Authorization as part of the
9 dewatering plan. No discharge of dewatering water to the City's
10 sewer systems will be permitted without obtaining this
11 authorization. The City Construction Manager will provide the
12 SAD authorization application to the Contractor after award of the
13 contract.

14
15 **Requirements for Dewatering Water Discharge to the Storm Sewer System.**

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

18
19 **Requirements for Dewatering Water Discharge to the Sanitary Sewer
20 System.**

21 Prior to discharge of dewatering water to the City's sanitary sewer system,
22 sediment control BMPs must be employed and an approved discharge
23 authorization shall be in place. Groundwater discharges to the sanitary sewer
24 system shall have 225 mg/L or less of Total Suspended Solids (TSS). TSS
25 analysis may be completed by the City Lab with a three-day turnaround, or by a
26 third party laboratory at no additional cost to the City.

27
28 In addition to the TSS Requirements, the water shall contain no visible oil sheen
29 or chemical odors. If the Contractor encounters any signs of oil within the soil
30 or dewatering water, including any sheen on the water, and/or any chemical odor
31 in the water or soils, the Engineer and Source Control shall be notified
32 immediately and all discharges to the sanitary sewer system shall be stopped
33 immediately.

34
35 In the presence of oil sheens and/or chemical odors, the Contractor shall test the
36 dewatering water prior to discharge for contaminants referenced in the Special
37 Approved Discharge Authorization and Tacoma Municipal Code 12.08.020. All
38 discharges to the City's sanitary sewer system shall not exceed the limits of the
39 Special Approved Discharge Authorization or TMC 12.08.020, whichever is most
40 stringent.

41
42 The Contractor shall control the flow of water into the downstream system to
43 ensure that the capacity of the City's sanitary sewer system is not exceeded as a
44 result of the additional flows caused by the dewatering water. The Contractor
45 shall contact the Engineer to request pipe capacity information for the
46 Contractor's proposed discharge points.

1 The Contractor shall measure and record in gallons the total quantity of
2 dewatering water discharged to the sanitary sewer system. This can be done by
3 metering the flow or calculating batch discharges based on the volume of tanks
4 used. In accordance with the SAD Authorization, the Contractor shall report the
5 discharge quantities with the associated test results to Source Control.
6
7

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

9 *The third paragraph is revised to read:*

10
11 Street washing with water shall not be permitted.
12
13

14 **8-01.3(9)D Inlet Protection**

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

16
17 When the depth of accumulated sediment and debris reaches approximately 1/3
18 the height of an internal device or 1/3 the height of the external device (or less
19 when so specified by the manufacturer), or as designated by the Engineer, the
20 sediment and debris shall be removed and disposed of per SWMM BMP C220 or
21 as specified on the Plans or within the SWPPP.
22

23 *The section is supplemented with the following:*

24
25 Only bag-type filters are allowed for use in the public right of way.
26

27 **8-01.3(10) Wattles**

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

29
30 On gradually sloped or clay-type soils trenches shall be 3 to 5 inches deep. On
31 loose soils, in high rainfall areas, or on steep slopes, trenches shall be 3 to 5
32 inches deep, or 1/2 to 2/3 the thickness of the wattle.
33

34 **8-01.4 Measurement**

35 *The third paragraph is revised to read:*

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

40 *This section is supplemented with the following:*

41
42 No specific unit of measurement shall apply to the lump sum item "Stormwater
43 Pollution Prevention Plan (SWPPP)".
44

45 No specific unit of measurement shall apply to the lump sum item "Dewatering
46 Plan".
47

1 *Add the following new sections:*

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

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

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

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

17
18 The bid proposal contains the item “Erosion/Water Pollution Control,” lump sum
19 and the additional erosion control items listed below. The provisions of Section 8-
20 01.4(1), Section 8-01.4(2), and Section 8-01.5(2) shall apply.

21
22 “ESC Lead,” per Day

23
24 “Inlet Protection,” per each

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

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

31
32 **8-01.5 Payment**

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

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

45
46 *This section is supplemented with the following:*

1 Where removal of erosion control BMPs is directed by the Engineer according to
2 8-01.3(16) or according to these specification and the plans, removal shall be
3 included in the lump sum or unit cost for these respective BMPs.
4

5 “Erosion Control”, per lump sum. The lump sum contract price for “Erosion
6 Control” shall be full pay for all cost for labor, equipment, and materials to
7 perform all work associated with erosion control. Work shall include, but shall not
8 be limited to, furnishing, purchase and delivery or required materials, installation
9 and maintenance of temporary erosion and sediment control measures, and all
10 costs incurred by the Contractor in performing the Contract Work defined in
11 Section 8-01, except for unit bid items in Section 8-01 when these are included in
12 the bid proposal. It is the Contractor’s responsibility to maintain, repair, and
13 replace any and all erosion control measures as required to maintain compliance
14 with the NPDES Construction Stormwater General Permit and Tacoma Municipal
15 Code 12.08 for the entire duration of the Project.
16

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

22 “Dewatering Plan”, per lump sum. The lump sum contract price for “Dewatering
23 Plan” shall be full pay for all costs, including but not limited to, preparing,
24 submitting, revising, and resubmitting revisions for the Dewatering Plan.
25

26 “Temporary Erosion and Sediment Control BMP Maintenance”, Force Account or
27 Lump Sum. Any maintenance necessary due to stormwater events shall be paid
28 by force account. Any other maintenance needed shall be considered for the
29 contractor’s benefit and be paid by lump sum.
30

31 *Add the following new sections:*
32

33 **8-01.5(1) Lump Sum Bid for Project (No Unit Items)**
34

35 “Erosion/Water Pollution Control”, per lump sum
36

37 The lump sum contract price for “Erosion/Water Pollution Control” shall be full
38 compensation for all costs incurred by the Contractor in performing the Contract
39 Work defined in Section 8-01, except for costs compensated by Bid Proposal
40 items inserted through Contract Provisions as described in Section 8-01.5(2)
41

42 Where removal of erosion control BMPs is directed by the engineer according to
43 8-01.3(16) or according to these specifications and the plans, removal shall be
44 included in the lump sum or unit cost for these respective BMPs.
45

1 **8-01.5(2) Reinstating Unit Items with Lump Sum Erosion/Water Pollution Control**

2
3 The Contract Provisions may establish the project as lump sum, in accordance
4 with section 8-01.4(1) and also reinstate the measurement of one or more of the
5 items described in section 8-01.4. When that occurs, the corresponding payment
6 provision in Section 8-01.5 is not deleted and the Work under that item will be
7 paid as specified.

8
9 This section is supplemented with the following:

10
11 “Inlet Protection,” per each

12
13 “Stormwater Pollution Prevention Plan (SWPPP)”, per lump sum

14
15 The lump sum contract price for “Stormwater Pollution Prevention Plan
16 (SWPPP)” shall be full pay for all costs, including but not limited to, preparing,
17 submitting, revising, and resubmitting revisions for the Stormwater Pollution
18 Prevention Plan.

19
20 **END OF SECTION**

21

1 **8-30 RAILROAD SAFETY**

2
3 **8-30.1 Railroad Coordination and Safety Program**

4
5 A. This Section describes the requirements for rail coordination and rail safety.

6
7 B. Tacoma Rail operates the railroad tracks within the limits of this project to
8 support freight rail service to various Tidelands area customers. There are no published
9 schedules for freight rail service on this railroad. The Rail Roadmaster, who will be
10 identified at the preconstruction conference, can provide general information about
11 freight rail movements on the tracks. The Railroads do not guarantee the accuracy or
12 completeness of any published or unpublished schedules and reserve the right to add,
13 change or otherwise modify the level of activity across the tracks.

14
15 C. Contractor shall ensure that, at a minimum, its on-site Project Supervisor(s) have
16 completed a Safety Orientation through ContractorOrientation.com and that each of its
17 employees, subcontractors, agents or invitees has received the same Safety Orientation
18 through sessions conducted by or through the Contractor Safety Officer before the
19 individual performs any work on the Project.

20
21 D. Contractor shall comply with all requirements of Federal Railroad Administration
22 (FRA) regulations regarding railroad workplace safety included in Title 49, Part 214 and
23 219 (Alcohol/Drug Program) of the Code of Federal Regulations. Contractor shall also be
24 responsible for its own "Periodic Oversight" as defined in 49 CFR Part 243.

25
26 E. Tacoma Rail requires that approved railroad flagger(s) or appropriate methods to
27 establish inaccessible track to establish the work zone occupied by the contractor's
28 people, materials, and equipment shall be used whenever work is being conducted on or
29 within 15 feet of an adjacent yard track or whenever Tacoma Rail makes a determination
30 that a qualified railroad flagger is required. The Contractor will be required to notify
31 Tacoma Rail 72 hours in advance whenever work needs to be done within railroad rights-
32 of-way or within 15 feet of any tracks. The final decision as to the number and location
33 of qualified railroad flagger(s), or adequacy of inaccessible track work limits that will be
34 required for the work will be made by Tacoma Rail. Repeated instances where the
35 railroad flaggers are scheduled and no effective work occurs will be considered when
36 reviewing change order requests.

37
38 F. Tacoma Rail requires that the Contractor incorporate Tacoma Rail specific
39 "Safety Action Plans" into its safety program, provide a copy of the "Safety Action Plan"
40 to the Tacoma Rail Roadmaster prior to commencement of any work on Railway
41 Property, and shall periodically audit the plans. Contractor shall adhere to and comply
42 with Tacoma Rail "Basic Contractor Safety and Operating Requirements" and shall
43 contact and adhere to any other requirements from the other partner railroads.

44
45 G. Operations of trains and rail facilities:
46

1 Railroad operating personnel will be responsible for operating the existing
2 facilities throughout the performance of the work. Existing railroad track and signals
3 must be available to Rail personnel at all times for use, maintenance and repair. If the
4 Railroad instructs the Contractor to move the Contractor's equipment, materials or any
5 installed material, which is located within a railroad right-of-way, the Contractor shall do
6 so promptly. The Contractor shall not adjust or operate serviceable or functioning
7 railroad track or signal systems without prior written authorization from the appropriate
8 rail authority.

9
10 The Contractor must coordinate its Work so that there will be no delays to trains
11 or interference in any manner with the operation of trains without prior written
12 authorization from the affected railroads.

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

19
20 H. The Contractor shall protect all railroad track and signals from exposure to concrete,
21 debris, dirt and water during the Work.

22
23 I. The Contractor shall be responsible for providing their own On Track Safety. The
24 Contractor shall ensure that railroad flagging and/or protective services are established
25 prior to commencement of any work within a railroad right-of-way. The Contractor shall
26 comply with the instructions of the rail work forces.

27
28 J. If damage is sustained to any of the existing signal and communication equipment,
29 underground or above ground, as a result of the Contractor's operations, whether the
30 damage sustained was intentional or not, the Contractor shall immediately inform the
31 affected railroad and the contracting agency.

32
33 The Contractor will be responsible for paying for the costs of repair or replacement,
34 including, but not limited to, the following charges:

- 35
36 1. Replacement of the damaged equipment.
37
38 2. Any necessary inspection and testing of the system, before and
39 after repair or replacement of the damaged equipment.
40

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

3 ***Relations With Railroad***

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

9 Tacoma Rail

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

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

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

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

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

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

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

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

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

11
12 The Railroad Company's contact is:

13
14 Kyle Kellem: Roadmaster, Tacoma Rail: 253-377-3554

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

19
20 **8-30.2 Materials**

21
22 This Section left vacant intentionally.

23
24 **8-30.3 Construction Requirements**

- 25
26 :
- 27 A. Access to the work site is only available via public roads and Tacoma Rails access
28 roads. Only rail-mounted equipment shall be used when working on the tracks and
29 track bed unless otherwise approved in writing by Tacoma Rail.

30
31 There shall be no storage of material or equipment within 10-feet of the centerline
32 of any railroad track without prior written approval of Tacoma Rail. Where work is
33 required within 10-feet of the track centerline, it shall be coordinated daily with
34 Tacoma Rail's representative.

35
36 The Contractor is responsible for establishing its own laydown area and must be
37 approved by Tacoma Rail.

- 38
39 B. The contractor shall notify the railroad prior to each day of work to confirm track
40 accessibility and determine the need for track safety and protection measures
41 provided by any rail operators.

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

43
44
45
46 The work window will most likely be between the hours of 6 am and 5 pm, but may
47 be subject to change depending on Tacoma Rail's operational needs. Unless

1 approved otherwise, a one-day outage for a single switch and a two-day outage for a
2 crossover shall be expected for replacements.

3
4 Tacoma Rail has routine train movements along this section of track and may need
5 all tracks operational from time to time during construction. Therefore, the
6 contractor shall have the track under construction operational at the end of each
7 working day for nightly train operations unless otherwise approved in writing by
8 Tacoma Rail.

9
10 **8-30.4 Measurement**

11
12 This Section left vacant intentionally.

13
14 **8-30.5 Payment**

15
16 Payment for all work in this Section shall be included in other related bid items as stated
17 in the Bid Form.

18
19 The contract prices shall be full compensation for furnishing all labor, equipment, and
20 incidentals required to accomplish the submittal work.

21

1 **8-31 RAILROAD TRACK IMPROVEMENTS**

2
3 **8-31.1 Description**

4
5 The work under this section shall generally consist of existing rail relayed on Pandrol
6 plates in curves, tie replacement, switch replacement, excavation, and raise, surface, line
7 and dress within the project boundaries. The contractor is responsible for all labor,
8 equipment, and material(s) necessary to complete the work. All work shall be in
9 accordance with the Standard Plans, Specifications, and the American Railway
10 Engineering and Maintenance-of-Way Association (AREMA), and shall conform to 49
11 CFR Part 213 requirements prescribed for Class II track if not already covered in other
12 sections.

13
14 The contractor shall replace the cross ties and switch ties marked in the field by the
15 engineer. Tacoma Rail will mark all ties to be replaced prior to the start of construction.
16 The project anticipates replacing approximately 33% of the cross ties within the project
17 limits. In the “33% Cross Tie Replacement” work areas the Contractor shall tighten all
18 joints and replace broken/missing bolts and washers. The project anticipates
19 approximately 200 joints will be encountered, and the contractor shall assume 5% of the
20 joints will be need bolts or washers replaced. The contractor shall also remove and reuse
21 the ties not marked for replacement within the excavation areas.

22
23 The Project is broken down into the seven following major categories of work:

24
25 Remove and Reinstall Rail:

26 The contractor shall remove the existing jointed rail, install new Pandrol style plates, and
27 replace the existing rail onto the new plates in the curves within the project limits. For
28 purposes of this specification, Remove and Reinstall Rail shall include removing existing
29 rail and associated OTM and then placing back the existing rail and OTM except all
30 OTM within the curves and switch construction shall include Pandrol style materials.

31 Within the Remove and Reinstall Rail section of this project, excavation, ballast, tie
32 replacement, relocation of track, and raise, surface, line and dress are separate pay items.

33
34 Install New Track:

35 The contractor shall construct track as shown within the project limits with a new
36 #115RE (Head Hardened) track section. For purposes of this specification, Install New
37 Track shall include all labor, equipment, and materials to construct the new track and
38 install the rail, ties and OTM as shown in the plans.

39 Within the Construct New Track section of this project, ballast, excavation, and raise,
40 surface, line and dress are separate pay items.

1 Remove and Replace Track:

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

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

8

9 Remove Track and Install New Crossover:

10 The contractor shall install a new crossover as shown within the project limits with a new
11 #115RE (Head Hardened) track section and two left hand #9 switches. For purposes of
12 this specification, Remove Track and Install New Crossover shall include all labor
13 equipment and materials to remove existing track and construct the new crossover and
14 install the rail, ties and OTM as shown in the plans.

15 Within the Remove Track and Install New Crossover section of this project excavation,
16 ballast, and raise, surface, line and dress are separate pay items.

17

18 Remove Crossover:

19 The contractor shall remove the existing crossover as shown on the plans within the
20 project limits. For purposes of this specification, Remove Crossover shall include all
21 labor, equipment, and materials to remove crossover including the rail, ties and OTM as
22 shown in the plans.

23 Within the Remove Crossover section of this project, excavation is a separate pay items.

24

25 Remove and Replace Switch:

26 The contractor shall remove and replace switches as called out within the project limits.
27 This work shall include replacing the existing switch rail, frog, switch ties, switch stand,
28 and OTM to construct a fully operational switch. Further details for each switches
29 specific work elements can be found in Section 8-31.2(9) Turnouts.

30

31 Within the remove and replace switch sections of this project, excavation, ballast, and
32 raise, surface, line and dress are separate items.

33

34 Crossings:

35 The contractor shall remove and reinstall the asphalt at the crossing location shown on
36 the plans. For purposes of this specification, crossing work will be paid for under
37 "Remove Existing Pavement, Type ___ Class ___" and "HMA Cl. ___ PG ___".

1 Within the install crossing sections of this project, tie replacement, raise, surface, line and
2 dress are separate items.

3
4 **8-31.2 Materials**
5

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

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

13
14 **8-31.2(1) Railroad Track Ballast**
15

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

- 21 A. *Los Angeles Wear (500 Rev.): 30-percent maximum*
22 B. *Degradation Factor: 15 minimum*
23 C. *Gradation: Gradation shall conform to A.R.E.M.A. Size #5.*
24

25 The contractor shall supply a sample, a one gallon bucket, of the material for
26 review as part of the material submittal.
27

28 **8-31.2(2) Track Spikes (A.R.E.M.A. Chapter 5, Part 2)**
29

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

32
33 **8-31.2(3) Track Bolts (A.R.E.M.A., Chapter 4, Part 3)**
34

35 Track bolts shall meet A.R.E.M.A. standard material, size, and shape.
36

37 **8-31.2(4) Railroad Ties (A.R.E.M.A. Chapter 30, Part 3)**
38

39 Wood Ties:

40 All cross ties (8'-6") and switch ties shall be new grade, mixed hardwoods, and
41 shall conform to the latest AREMA and AWPAs specifications. All switch ties
42 shall be of the appropriate dimension and length required by the drawing
43 referenced in Section 8-31.2(9). The ties shall be of sound wood and well

1 manufactured in accordance with applicable specifications. All ties shall be
2 furnished with end plate anti-split devices and treatment shall consist of seven (7)
3 50-50 creosote/petroleum process conforming to AWP-C6 specifications.

4

5

6 **8-31.2(5) Joint Bars**

7

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

10

11 **8-31.2(6) Rail**

12

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

17

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

21

22 **8-31.2(7) Tie Plates**

23

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

26

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

29

30

31 **8-31.2(8) Rail Anchors (A.R.E.M.A., Chapter 5, Part 7)**

32

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

35

36 **8-31.2(9) Turnouts**

37

38 Provide complete new domestic, 115RE, insulated #7 and #9 turnouts as shown in
39 plans.

40

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

1 Switch shall be in accordance with Tacoma Rail Standard Plans No. 2 through 4.
 2 Switches shall have Manganese Tips and Head Hardened 16' 6" Double
 3 Reinforced Knife Point switch points with Transit style clips and fixed heel
 4 blocks. Switch shall include all Turnout rails, Stock rails, and Closure rails shall
 5 be 115RE Head Hardened Rail and include all associated screw spike plates,
 6 screw spikes and elastic fasteners (Pandrol Style) and 5' 0" U69 Raised
 7 Adjustable Switch Point Guard Rail Assembly (ahead of switch) or approved
 8 equivalent. Joint bars (6 hole) and bolts shall be included. Switch rods shall be
 9 installed with lock washers and cotter pins.

10
 11 Switches shall come equipped with GB style switch point rollers designed for 16'
 12 6" switch points and plates. Ensure compatibility with specific slide plates and
 13 switch point bolt patterns for proper operation.

14
 15 All mixed hardwood switch ties, in accordance with AREMA guidelines, shall be
 16 included. Insulated Turnouts shall include all necessary insulated 6-hole joint
 17 bars.

18
 19 Frogs shall be in accordance with Tacoma Rail Standard plans and be either a No.
 20 7 or No. 9 Rail Bound Manganese Steel Frog for 115RE HH Rail with screw
 21 spike plates, screw spikes and elastic fasteners. Frogs shall be drilled for three (3)
 22 bolts to match the specified rail.

23
 24 Guard Rails shall be in accordance with 2014 AREMA Portfolio plan No. 504-03
 25 (13 feet; with HH Rail) and fastened with screw spike plates and elastic fasteners.

26
 27 Switch stand shall be a new Racor Model 22-E with low banner with 45" tri-
 28 handle "Backsaver", and adjustable connecting rod (42-inches) and bolts with
 29 lock washers and cotter pins. The bolt hole in the switch stands, connecting rods
 30 and switch rods will all be the same matching diameter with matching size bolts.
 31 Mismatch of bolts and bolt holes will be cause for rejection. All switch bolts shall
 32 be designed for cotter pins.
 33

#	Existing Switch Name	Point Guard Ahead Y/N	Handed	Number	Notes
1	Z3-H	Y	R	9	Tacoma Rail to Keep Switch Stand.

2	Z3-J				Tacoma Rail to Keep Switch Stand. Keep Frog. Run New switch rail, ties and excavation to Z3-H and Z3-K points. Laced long wood with port switch (surface). 11 ea., 23 foot ties from heel of frog through adjacent switch points (excluding head blocks). Stock rails (2 ea.) shall be welded ahead of switch.
3	Z3-K (X-Over)	Y	R	9	Tacoma Rail to Keep Frog. 13' 10" track centers.
4	Z3-L (X-Over)	Y	R	9	Tacoma Rail to Keep Frog. 13' 10" track centers.
5	Z3-M	Y	R	7	All scrap.
6	Z3-N	Y	R	7	Tacoma Rail to Keep Frog. Needs new pair of comp bars 115 to 112.
7	Z3-P	Y	R	7	Tacoma Rail to Keep Frog. Lower heel of turnout on straight side.
8	Z3-R	Y	R	7	
9	Z3-V	Y	EQ	9	Tacoma Rail to Keep Switch Stand and Frog. Switch overlaps with an existing switch. New headblock ties (21') will be needed where existing 16' ties would be placed. Five ties under the POT-1 switch will need to be moved laterally for clearance and re-spiked.

1

2 **8-31.2(10) Lubricator**

3

4 Rail lubricator shall include controllers, metal cabinet and lubrication reservoir,
5 rail attachment hardware, grease hose and other components necessary for
6 installing the complete rail lubrication system. System shall be designed for
7 industrial and freight traffic.

8

9 Submittals

10 Submittals shall include:

11

12 A. A list of recommended spare parts, including part numbers.

13

14 B. Manufacturer's installation procedures for equipment specified herein.

15

16 C. Shop drawings for track lubricator controllers, metal cabinet, and metal
17 lubrication reservoir.

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38

Lubrication System

The Contractor shall furnish all material required to construct a complete gauge face - 800-pound dual track unit with a solar power system. Lubricator unit supplied will be installed by contractor and shall be part of this bid request.

A. The lubricator unit will be installed in open ballasted track area on 115RE rail section. Lubricator shall be a LB Foster Protector IV system per drawing Portec Rail #100-10-375-03 which is attached and made a part of this request.

B. Unit will include smart wheel sensor assemblies equipped with a bi-directional sensor. The lubrication system shall be capable of automatically applying grease to two rails with one unit.

Distribution and Supply Hoses are required with each unit used to distribute the grease from the tank to the bars.

The unit shall be contained in a metal, watertight cabinet of maximum dimensions 32" wide by 49" tall by 39" deep and include all electric controls, a Single Chamber DC Gear motor / pump assembly unit, a drive unit, and a lubricant metal reservoir.

Reservoir tank shall be constructed of carbon steel to withstand the operating environment. The metal cabinet shall have a non-corrosive finish.

The grease reservoir shall have sloped plates/walls to reduce the level at which cavitation of the grease around the pump inlet occurs.

Lubricant reservoir shall have a capacity of 95 gallons or 800 pounds of grease.

The unit shall include all hardware to mount the cabinet to a concrete beams and is part of this bid request.

The electric equipment shall be designed to operate on 12 Volt DC power.

The pump shall have the capability of activation based on a non-contact wheel sensor. Activation shall not be mechanically controlled.

The pump shall have the capability of activation by wheel/axle count and by time duration. Track lubricators shall have the capability to deliver lubricants at an adjustable rate thru a combination of wheel count 1 thru 260 and pump time in increments of 0.05 to 2.0 seconds.

System must accommodate both winter and summer grade grease as needed.

Each unit shall be delivered with a manual inside the cabinet.

1 C. Rail is 115# and contains no more than 1/8th inch of head loss, the dual track
2 unit shall be configured with four (4) MC-4XL bars with GreaseGuide (2 bars per
3 track) and small clamps only.

4 1. Wiper bar design to be a grease guide assembly with foam trough
5 design to ensure adequate coverage of the flange and back of flange
6 surfaces.

7
8 D. The lubricant system shall have an electronic control panel for precise
9 electronic adjustments of:

10 1. Amount (volume) of grease applied.

11 2. The unit shall be adjustable for how often the lubricant is applied based
12 on wheel/axle passes. Adjustability is required between 1 and 260 wheels/axles.

13
14 The electrical control panel must display readouts of the following:

15 Activation settings

16 Total wheels

17 Total pump time

18 12V DC battery voltage

19
20 Collection Matt

21 An environmental mat for collection of waste grease to eliminate ballast
22 contamination is required as part of this request.

23 Lubricant

24 The Contractor shall furnish enough lubricant to fill each unit once, at initial
25 install. The lubricant provided under this contract shall be LB Foster Syncurve
26 Freight Rail Lubricant.

27 Acceptance

28 Equipment shall be inspected upon delivery. Contractor shall be notified within
29 48 hours of any damaged parts or unit. Upon inspection by the contractor, any
30 equipment with damage after inspection will be replaced or repaired by the
31 contractor.

32
33 **8-31.2(12) Geotextile**

34
35 Geotextile fabric shall be a ground stabilization fabric designed for use under
36 railroad track bed. All geotextile fabric shall be 12 oz. needle-punched, non-
37 woven polypropylene. Geotextile shall be GEOTEX 1201 manufacturer's spec.
38 or approved equal.

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8-31.2(13) Insulated Joints

Insulated joints shall be Bonded Insulated, Toughcoat Polybar, or approved equivalent.

8-31.2(14) Compromise Joints

All compromise joints shall be new domestic steel 6 hole, 36” bars 115RE to 112RE standard punch or 115RE to 90RA.

1 **8-31.3 Construction Requirements**

2
3 **8-31.3(1) General Requirements**

4
5 Track work shall be in conformance with the standards of the A.R.E.M.A. and
6 the requirements set forth in these Special Provisions. Workmanship shall be
7 of the best quality to produce a finished installation as specified.

8
9 The Contractor shall comply with all applicable FRA track and work place
10 safety regulations, and Tacoma Rail Rules. All contractor's and
11 subcontractor's personnel protective equipment (PPE) must include steel toed
12 boots and high visibility safety clothing (ANSI 2 or greater) at a minimum
13 which must be worn while on Tacoma Rail facilities. Contractors and
14 subcontractors may implement more comprehensive PPE requirements for
15 their personnel and must comply with Tacoma Rail safety RULES.

16
17 The Contractor shall notify "One Call" Utility locate and locate existing
18 underground utilities in the area of work prior to any excavation.

19
20 **8-31.3(1)A Construction Surveying**

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

26
27 **8-31.3(2) Demolition**

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

31
32 Rail removal and reinstall shall occur over the section of track shown in the plans.
33 The contractor shall remove all plates, spikes and bolts along with the existing
34 rail and replace the OTM as defined in 8-31.2 Materials. The existing rail will
35 then be replaced on the new OTM. All costs for removing the old rail and OTM
36 shall be included in the unit pay item "Remove and Reinstall Rail".

37
38 The removal of the existing switches will be paid for under the unit pay item
39 "Furnish and Install 115#RE ___ Turnout". The switches are defined to be from
40 the end of the stock rails ahead of the switch points to the last long tie. The
41 removal and disposal of all rail, frogs, points, ties and other OTM including the
42 switch stands within this area shall be included in this pay item.

43
44 The removal of the existing crossovers as shown in the plans will be paid for
45 under the unit pay item "Remove Crossover". The crossover is defined to be
46 from the end of the stock rails ahead of the switch points to the last long tie
47 beyond the heel of the tangent side of the switch. The removal and disposal of all

1 rail, frogs, switch points, guard rails, ties and other OTM including the switch
2 stands within this area shall be included in this pay item. Excluding the areas
3 shown for 33% tie and rail replacement per the plans.
4

5 Costs for recycling the rail, switch components not retained by Tacoma Rail, and
6 other track material shall be credited to unit pay item “Steel Recycle Recovery”.
7

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

9
10 The following information on tie disposal is provided for bidder information:
11

12 Railroad Tie Disposition

13
14 The contractor will be responsible for the removal and disposal of all railroad
15 ties to be replaced as a result of this project in accordance with applicable
16 Washington State and local regulations. Allowable disposal options include
17 sale to the public for retaining walls, fencing, structural timbers, and
18 landscape articles, sale to landscape supply businesses, and landfilling at a
19 permitted solid waste landfill **which will accept the wood**. The contractor
20 shall be responsible for all transportation of the ties as well as the securing of
21 any required disposal authorizations from the local health department and any
22 necessary laboratory analyses. Most ties may not be of sufficient quality to be
23 sold to the public and must be landfilled.
24

25 The proposal for this contract must include a plan for the disposal of the wood
26 which details how and where any sale to the public will occur and where the
27 unusable ties will be landfilled. The landfill proposal must also include a
28 description of the required permits, authorizations, analyses, or other special
29 requirements (such as size restrictions). The contractor must supply a copy of
30 any dump or sales receipts to the project inspector. Any disposal methods
31 proposed other than those allowed above must be accompanied by a detailed
32 plan for the disposal alternative.
33

34 35 **8-31.3(2)G Rail Disposition**

36
37 The following information on Rail disposal is provided for bidder
38 information:
39

40 Rail Disposition

41
42 The successful bidder will be responsible for the removal and disposal of all
43 rail/steel components not reused as part of this contract. 100% of all rail and
44 steel generated as a result of this project shall be recycled or resold including
45 other track material not being retained by Tacoma Rail. The contractor shall
46 provide receipts to the City showing the credit for recycling or reselling the
47 rail/steel. This credit will be accounted for in the unit line item “Steel

1 Recycle Recovery” at the end of the project. An estimated credit has been
2 entered into this line for the convenience of bidding.

3
4 The costs for removing and hauling the rail and OTM from the site to the
5 recycler or re-seller shall be included in associated unit cost price “Remove
6 and Replace Rail”, “Remove and Replace Track” or Furnish and Install 115#
7 RE__ Turnout”.

8
9 **8-31.3(3) Excavation**

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

11
12 Protect bench marks, survey control points, and existing structures from
13 damage or displacement.

14
15 Excavation shall be done the full length of the excavation area as shown in the
16 project plans in order to establish subgrade. Excavation limits shall be six
17 feet either side of the center line of rail and the bottom of excavation shall be
18 12 inches below the existing ties or 26 inches below the top of rail elevation.

19
20 All excavated material is considered contaminated and shall be hauled to the
21 disposal facility (LRI) by the contractor. Tacoma Rail will pay disposal fees
22 directly to LRI.

23
24 To accommodate the excavation, the contractor shall remove and reuse all ties
25 in the excavation areas, other than those marked for replacement. All costs
26 for excavation, stockpiling, hauling to stockpile area, loading out from
27 stockpiles and hauled to LRI, shall be included in the unit pay item
28 “Excavation, including Disposal & Haul”.

29
30 All costs for removing and reusing the ties in the excavation areas shall be
31 included in the unit pay item “Excavation, including Haul”.

32
33
34 **8-31.3(4) Geotextile**

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

- 37
38 1) Keep the fabric taut and wrinkle free as it is rolled onto the subgrade.
39 Overlap fabric sections a minimum of 30-inches at the joints.
40
41 2) Back-dump aggregate onto the fabric in such a manner to cushion and
42 protect the fabric. Do not allow construction equipment to operate directly on
43 the fabric.

44
45
46 All costs for installing the geotextile in areas that are to be excavated shall be
47 placed in the respective unit price pay items:

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

2 “Furnish and Install 115 RE, ____ Crossover

3 “Furnish and Install Track”

4
5
6 **8-31.3(5) Track Ballast**

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

10 Ballast shall be placed in all excavated limits.

11
12 **8-31.3(6) Ties**

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

16
17 Unless otherwise specified, cross ties in all curves shall be spaced at 19.5-inches
18 on center. Ties located on tangent track shall be installed at 21.5 inches on center.
19 Space shall be equidistant from all points and support rails at end of joint-bars.

20 Ties shall be moved only with tongs or designated equipment and shall not be
21 moved or placed beneath rails with picks, mauls, sledges or spiking hammers.

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

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

26
27 **8-31.3(7) Track Construction**

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

31
32 The Contractor shall conduct track installation in a manner to avoid damage to
33 adjacent ties, rail, hardware, and other existing improvements along the Tacoma
34 Rail tracks. All damage to existing facilities shall be repaired by the Contractor at
35 no cost to the contract.

36
37 The contractor is notified that work on this project will require disconnecting and
38 reconnecting a signalized crossing circuit within the switch area. Tacoma Rail
39 shall be responsible for rail bonding in the new switch installation for the 11th
40 street signal system.

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

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

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

5 1. Gauge through turnout (point guard to last long tie) shall be
6 within prescribed limits with no additional tolerances.

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

9 1. On tangents 1/4-inch

10 2. On curves (Variation from specified super elevation)
11 1/4-inch

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

14 1. On curves 3/8-inch

15 2. On tangents 1/2-inch

16 *D. Vertical Track Profile:*

17 1. Maximum permissible runoff per 40-feet shall not exceed
18 1-inch

19 2. Deviation from profiles at middle ordinate of 62-foot chord
20 1/2-inch

21 3. Maximum permissible variation from design shall not exceed
22 1/2-inch

23 *E. Mismatch of Rails at Joints:*

24 1. On the tread of the rail ends 1/16 - inch

25 2. On the gauge side of the rail ends 1/16 – inch

26
27
28 **8-31.3(7)B Track Laying**

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

78-Foot Rail - 68 Joints Per Mile

<u>Rail Temperature Degree F</u>	<u>Expansion (Inches)</u>
Below 35	5/16
35 to 47	¼
48 to 60	3/16
61 to 73	1/8
74 to 85	1/16
Over 85	None

1

2

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

3

4

5

6

8-31.3(7)C Super Elevation

7

Curved track will be super elevated as shown:

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

8

9

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

10

11

12

8-31.3(7)D Track Gauge

13

Track gauge shall be as follows:

Degree of Curve	Gauge
0° - 8°	56-1/2-inch
Over 8°	56-3/4-inch
Turnout (point guard to last long tie)	56-1/2" -56 ¾"

14

15

8-31.3(7)E Tie Plates

16

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.

17

18

19

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

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

7 Adzing of the ties may be necessary to properly install the plates and lay the
8 track. The contractor shall adze the ties if necessary. When adzing the ties,
9 the contractor shall use a mechanical adzing device. Hand adzing of the ties is
10 not allowed unless otherwise approved.

11
12 **8-31.3(7)F Angle Bars and Bolting**

13 Rail joints shall be applied before the track is spiked. Except within the limits
14 of a new turnout, a lubricant shall be applied on the rail within the area of the
15 joint bar at the time of installation. Bars shall be properly seated and lined up
16 with the rail in a vertical position.

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

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

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

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

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

33 This project requires three pairs of compromise joint bars. All costs to furnish
34 and install the compromise joints shall be included in the unit price pay item
35 "Furnish and install 115LB ___ Turnout" .

36
37
38 **8-31.3(7)G Spiking**

39 Shall be conducted only in tangent track unless otherwise stated in the
40 specifications. Rails shall be spiked promptly after laying. The rail shall be

1 properly seated in the tie plates with the edge of the rail base and the field
2 shoulder of the tie plates aligned and in contact.

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

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

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

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

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

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

32 33 **8-31.3(7)H Rail Anchors**

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

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

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

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

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

8
9
10 **8-31.3(8) Turnouts (switches)**

11 Turnouts shall include all major items, accessories, equipment (ties, bolts,
12 blocks, plates, braces, etc.) and machining for a complete usable unit.

13 Turnouts shall be fabricated in accordance with the latest AREMA portfolio
14 of track work plans.

15
16 This work shall include the removal of the existing track, ties, and tie disposal.

17
18 The contractor is hereby notified that switches that are to be replaced may not
19 have a standard length lead. If this is the case, the intent of the contract is to
20 install the frog in the same location as it exists in the field and remove the
21 existing track to accommodate the newly installed switches.

22
23 **8-31.3(9) Raise, Surface, Line, and Tamping**

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

28
29 Where switches are located, the contractor shall hand tamp around switch
30 points.

31
32 The unloaded material shall be leveled by means of a ballast spreader.

33
34 In all tamping, ties should be tamped from 12 inches inside of the rail to the
35 end of tie. Tamping should not be performed at the center of the tie to avoid
36 center-bound track, but this center shall be filled lightly.

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

42
43 When the track has been installed to within 1-inch or 2-inches of the final
44 grade, and is within 1-inch of the final alignment, a finishing lift shall be made

1 by jacking up the track to the height provided by the grade stakes, making
2 necessary allowance for settlement. In making the finishing lift, a spot board
3 and level board or tamping jack with built-in raising wire and level, or other
4 suitable mechanical means shall be used to bring the track to a true and
5 finished surface.

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

11
12
13
14
15
16 **8-31.4 Measurement**

17
18 “Project Surveying”, shall be per lump sum.

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

25
26 “Select Cross Tie Replacement”, shall be per each.

27
28 “Raise Surface Line and Dress”, shall be per linear track foot as marked in the field by
29 the City. Track feet will be measured along the center line of track.

30
31 “ ___ Ballast Incl. Haul”, shall be per ton.

32
33 “Excavation, Disposal Incl. Haul”, shall be per ton.

34
35 “Furnish and Install Track”, shall be per linear track foot.

36
37 “Steel Recycle Recovery”, Estimated

38
39 “Furnish and Install Lubricator”, shall be per each.

40
41 “Furnish and Install 115 RE, ___ Turnout”, shall be per each.

42
43 “Furnish and Install 115 RE, ___ Crossover”, shall be per each.

44
45 “Remove Crossover Furnish and Install New Track”, shall be per each.

1
2 **8-31.5 Payment**

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

6
7 “Project Surveying”, per lump sum.

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

10
11 “Select Cross Tie Replacement”, per each.

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

15
16 “Raise Surface Line and Dress”, per linear track foot.

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

20
21 “#5 Ballast Incl. Haul”, per ton.

22 The price per ton for #5 Ballast” shall be full pay for all labor, equipment, and materials
23 necessary to furnish and place the ballast on the track.

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

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

30
31 “Excavation, Disposal Incl. Haul”, per ton.

32 The price per cubic yard for “Excavation, Disposal Incl. Haul” shall be full pay for all
33 labor, equipment, and materials necessary to excavate the track bed per neat line
34 calculation to final grade, haul, store and protect the material on site and reinstall any ties
35 not marked for replacement in this area and then load and haul to LRI for disposal of the
36 material.

37
38 “Steel Recycle Recovery”, Estimated.

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

41
42 “Furnish and Install Track”, per linear track foot.

43 The price per linear track shall be all costs to furnish and install the ties, rail, and all other
44 rail hardware as described in the specifications.

45
46 “Remove and Reinstall Rail”, per linear track foot.

1 The price per linear track foot for “Remove and Reinstall Rail” shall be full pay for all
2 labor, equipment, and materials necessary to remove the existing rail and OTM, and
3 reinstall the rail with the specified OTM.

4
5 “Furnish and Install 115 RE, ____ Turnout”, per each.

6 The price per each for “Furnish and Install 115RE, ____ Turnout” shall be full pay for all
7 labor, equipment, and materials necessary to furnish and install the turnout, dispose of the
8 switch ties, and all other rail hardware as described in the specifications. This pay item
9 shall also include the removal and disposal all the old OTM in the area depicted on the plans and
10 described in the specs.

11
12 “Furnish and Install 115 RE, ____ Crossover”, per each.

13 The price per each for “Furnish and Install 115RE, ____ Crossover” shall be full pay for
14 all labor, equipment, and materials necessary to furnish and install the turnout, furnish all
15 other rail hardware needed for a full functioning crossover, remove and dispose of the
16 existing track in the installation area and all other rail hardware as described in the
17 specifications.

18
19 “Furnish and Install Lubricator”, shall be full pay for all labor, equipment and materials
20 needed to furnish and install a complete and fully functional lubricator.

21
22 “Remove Crossover Furnish and Install New Track”, per each.

23 The price per each for “Remove Crossover Furnish and Install New Track” shall be full
24 pay for all labor, equipment, and materials necessary to remove the existing crossover,
25 dispose of the switch ties, and all other rail hardware and then install new straight track
26 including ties, rail, and all necessary rail hardware as described in the specifications.

27
28
29 **END OF SECTION**
30

1 **9-03 AGGREGATES**
2 **(September 20, 2018 Tacoma GSP)**

3
4 **9-03.1 Aggregates for Portland Cement Concrete**

5
6 **9-03.1(1) General Requirements**
7 **(June 16, 2016 Tacoma GSP)**

8 *The seventh paragraph is deleted*
9

10 **9-03.6 Vacant**
11 **(Jun 16, 2016 Tacoma GSP)**

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

13
14 **9-03.6 Aggregates for Asphalt Treated Base (ATB)**

15
16 **9-03.6(1) General Requirements**

17
18 Aggregates for asphalt treated base shall be manufactured from ledge
19 rock, talus, or gravel, in accordance with the provisions of Section 3-01 that
20 meet the following test requirements:

21
22 Los Angeles Wear, 500 Rev. 30% max.
23 Degradation Factor 15 min.
24

25 **9-03.6(2) Grading**

26
27 Aggregates for asphalt treated base shall meet the following requirements
28 for grading:
29

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

30
31 All percentages are by weight.
32

33 **9-03.6(3) Test Requirements**

34
35 When the aggregates are combined within the limits set forth in Section 9-
36 03.6(2) and mixed in the laboratory with the designated grade of asphalt,
37 the mixture shall be capable of meeting the following test values:
38

1 % of Theoretical Maximum Specific Gravity (GMM) (approximate)
 2 93@
 3
 4 100
 5 AASHTO T324, WSDOT TM T718 or ASTM D3625 gyration Pass
 6 (Acceptable anti-strip evaluation tests)
 7

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

10
 11 **9-03.8 Aggregates for Hot Mix Asphalt**
 12 **(March 9, 2016 APWA GSP)**

13 *Supplement section 9-03.8 with the following:*

14
 15 **Aggregates for Porous Hot Mix Asphalt/Porous Warm Mix Asphalt**
 16 **(PHMA/PWMA)**

17 **General Requirements**

18
 19 Aggregates for Porous Hot Mix Asphalt (PHMA) or Porous Warm Mix Asphalt
 20 (PWMA) shall be manufactured from ledge rock, talus, or gravel, in accordance
 21 with the provisions of Section 3-01 that meet the following test requirements:
 22

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

25
 26 **Grading**

27 Aggregates for PHMA/PWMA shall meet the following requirements for grading:
 28

Sieve Size	Percent Passing*
3/4" square	100
1/2" square	90 - 100
3/8" 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.

29
 30 The aggregate for PHMA/PWMA shall consist of crushed stone with a percent
 31 fracture greater than 90% on two faces on the No. 4 sieve and above, and shall
 32 be tested in accordance with the field operating procedures for AASHTO T 335.
 33

34 **9-03.12 Gravel Backfill**

35 *Add the following new Section:*
 36

1
2
3

**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

4
5
6
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16
17
18

Sand Equivalent 35 Minimum

* All percentages are by weight

9-03.21 Recycled Material

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

This section is supplemented with the following:

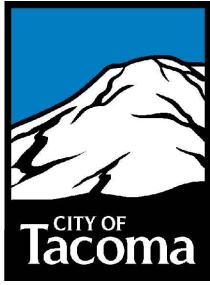
Recycled materials will only be permitted upon approval of the Engineer.

Recycled concrete shall not be permitted for use as pipe zone backfill,
backfill above pipe zone, and extra excavation area backfill material.

END OF SECTION

APPENDIX A

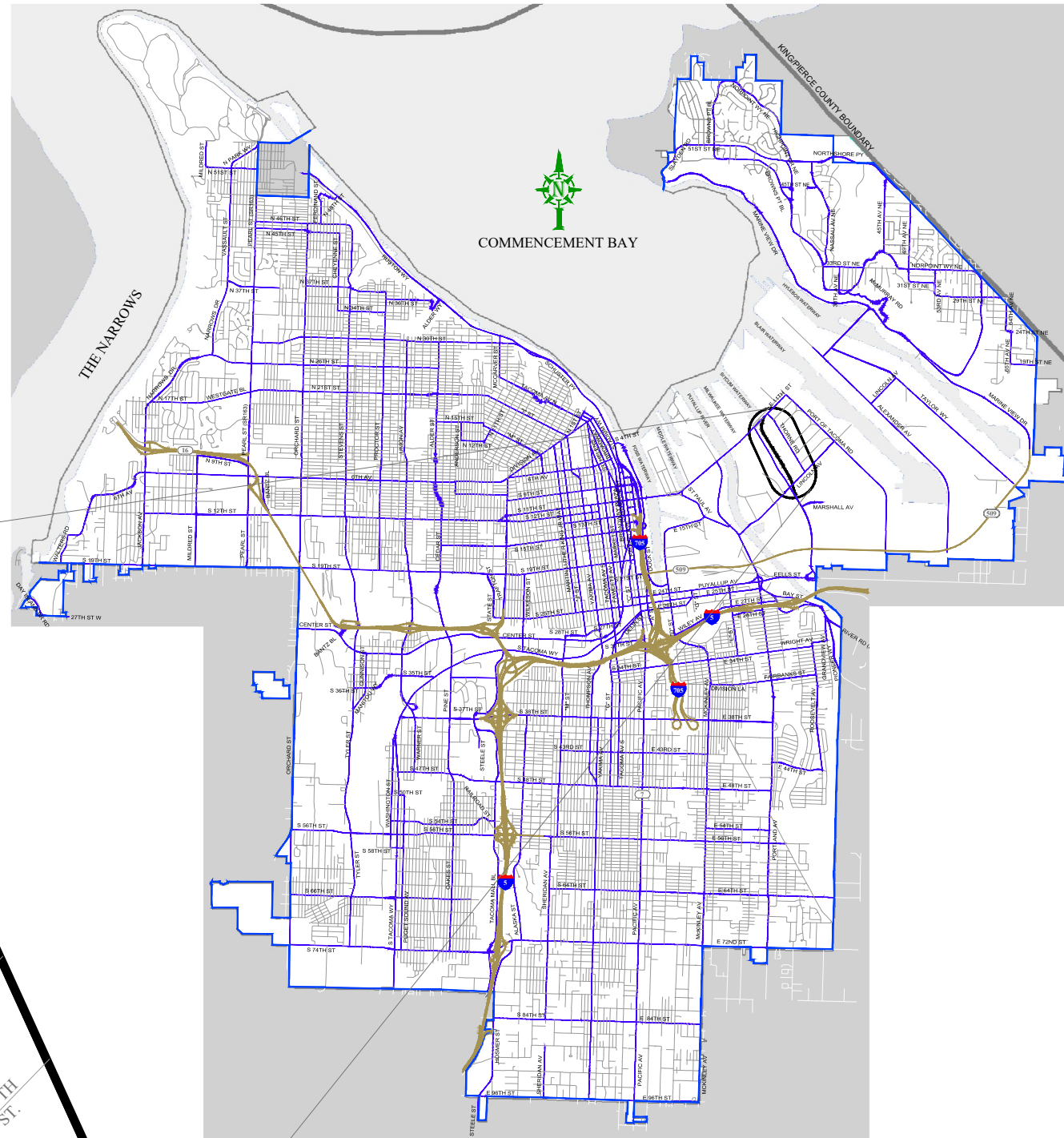
PROJECT PLANS



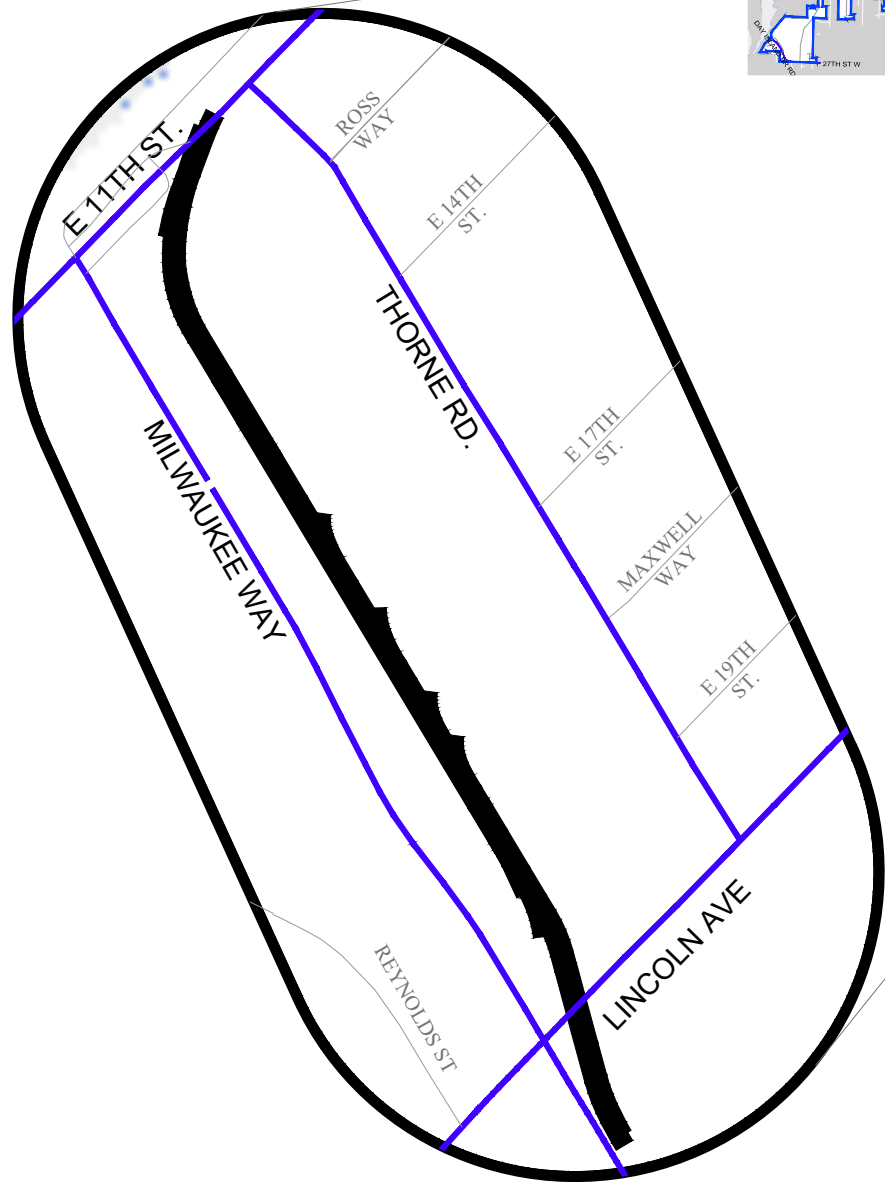
THE CITY OF TACOMA
 PUBLIC WORKS DEPARTMENT
 SPECIFICATION NO. TR24-0066F
 April 2024

RAIL IMPROVEMENT
ANNIE TRACKS SWITCH & CURVE UPGRADE


PROJECT NUMBER: RAL-00128-02





VICINITY MAP
 NOT TO SCALE

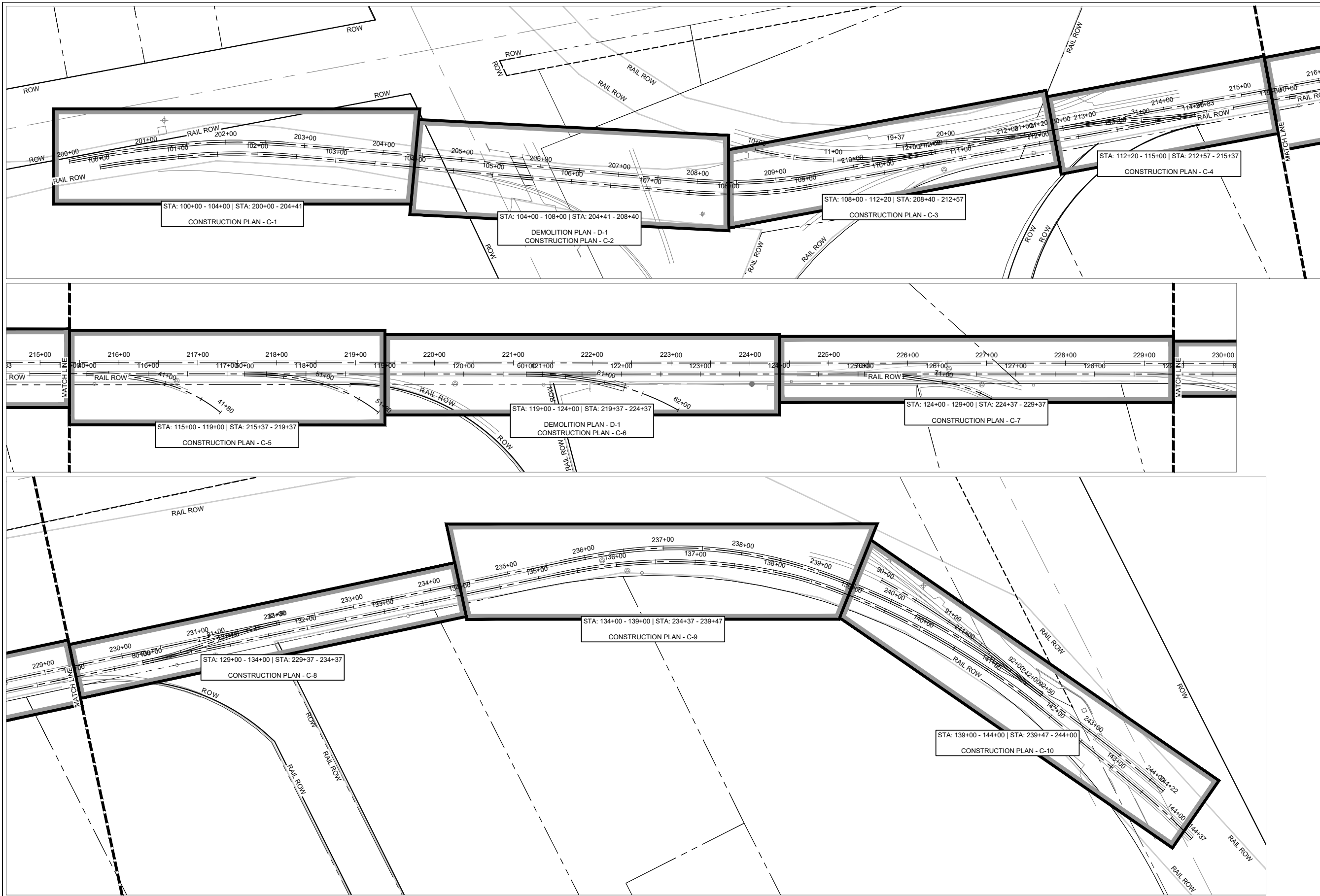



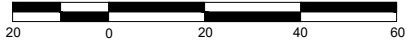
INDEX OF DRAWINGS		
SHEET	SHEET NO.	TITLE OF DRAWINGS
CV-1	1	COVER SHEET
SY-1	2	SYMBOL SHEET
KM-1	3	KEY MAP
HC-1 - HC-4	4 - 7	HORIZONTAL CONTROL
D-1	8	DEMOLITION
C-1 - C-10	9 - 18	CONSTRUCTION PLAN & PROFILE
C-11	19	PIV-800 HYBRID DETAIL

SURVEY SYMBOLS		REFERENCE LINETYPES		MISCELLANEOUS SYMBOLS				TRAFFIC SIGNAL INTERCONNECT AND POWER SYMBOLS			ABBREVIATIONS					
<p>CITY OF TACOMA DATUM:</p>  <p>HORIZ. DATUM: N.A.D. 83/91 VERT. DATUM: N.G.V.D. 29 BENCH MARK: SBM/M.I.C. INTERSECTION OF STREETNAME & STREETNAME ELEV. = XXX.XX</p>		<p>LINETYPE</p> <p>----- CENTER LINE - - - - - EASEMENT LINE - - - - - VACATE LINE - - - - - DEED LINE - - - - - MON LINE - - - - - PROPERTY LINE - - - - - RIGHT OF WAY - - - - - PROPOSED CONST. CENTER LINE</p>		<p>EXISTING REMOVE NEW DESCRIPTION</p> <p>BOLLARD MAIL BOX, USPS DROP BOX MONITORING WELL ROCKS STREET SIGN(S) STREET NAME SIGN(S) SOIL BORING PILING FENCE POST HISTORIC STAMP</p>				<p>EXIST. PROP. DESCRIPTION</p> <p>TYPE PPB POST W/PUSHBUTTON(S) PEDESTRIAN PUSHBUTTON TYPE IV STRAIN POLE TYPE V STRAIN POLE WITH STREET LIGHT RRFB POLE JUNCTION BOX PULL BOX TYPE 2 JUNCTION BOX CONTROLLER CABINET SERVICE PEDESTAL VEHICLE SIGNAL HEAD VEHICLE SIGNAL HEAD (WITH BACKPLATE) PEDESTRIAN SIGNAL HEAD EMERGENCY PREEMPTION DETECTOR SIGNAL POLE WITH MAST ARM VIDEO DETECTION CAMERA MAST ARM MOUNTED SIGN STREET LIGHT, ON FOUNDATION STREET LIGHT, ON METAL POLE UTILITY POLE WITH LIGHT UTILITY POLE/ POWER POLE STLIGHT ON WOOD POLE ORNAMENTAL POSTTOP LIGHT POLE FLOODLIGHT EV INDICATOR LIGHTS CIRCLE DETECTOR 6' SQUARE DETECTOR 6X6 DIAMOND DETECTOR 6X8 GUY, ANCHOR GUY, POLE VAULT, CORNERS SURVEYED JUNCTION BOX, POWER JUNCTION BOX, TELEPHONE PEDESTAL, CABLE PEDESTAL, TELEPHONE RAILROAD SWITCH RAILROAD FROG ECO BLOCK JERSEY BARRIER</p>			<p>FL FT FLOWLINE FOOT OR FEET GAL GALV GALLON GALVANIZED GB GRADE BREAK GG GUTTER GRADE HMA HOT MIX ASPHALT H HORIZONTAL HP HIGH POINT HT HEIGHT HWY HIGHWAY IE INVERT ELEVATION INT INTERSECTION JT JOINT LF LINEAR FEET LP LIGHT POLE LHT LIGHTING LT LEFT MAX MAXIMUM ME MATCH EXISTING MH MANHOLE MIN MINIMUM MISC MISCELLANEOUS MON MONUMENT MP MIDPOINT MSE MECHANICALLY STABILIZED EARTH MW MONITORING WELL N NORTH NTS NOT TO SCALE OC ON CENTER OFF OFFSET OVL OVERLAY PC POINT OF CURVATURE PED PEDESTRIAN PG PERFORMANCE GRADE POB POINT OF BEGINNING PPB PEDESTRIAN PUSHBUTTON PT POINT OF TANGENCY PVC POINT OF VERTICAL CURVE PVI POINT OF VERTICAL INTERSECTION PVT POINT OF VERTICAL TANGENCY PVC PIPE R POLYVINYL CHLORIDE PIPE RADIUS RIM RIM ELEVATION ROW RIGHT OF WAY RT RIGHT S SOUTH SAN SANITARY SEWER SF SQUARE FEET SPEC SPECIFICATIONS SQ SQUARE SST STAINLESS STEEL STA STATION STD STANDARD STM STORM SEWER TBC TOP BACK OF CURB TEMP TEMPORARY TFC TOP FACE OF CURB TS TOP OF SLOPE TW TOP OF WALL TYP TYPICAL V VERTICAL W WEST W/O WITHOUT WSDOT WASHINGTON STATE DEPT. OF TRANSPORTATION</p>					
<p>SYMBOL DESCRIPTION</p> <p>EX: MAGNETIC NAIL EX: HUB & TACK EX: REBAR EX: MONUMENT EX: SPOT ELEVATION</p>		<p>MISCELLANEOUS UTILITY LINETYPES</p> <p>EXISTING DESCRIPTION</p> <p>TV CABLE TV FO FIBER OPTIC G GAS, UNDERGROUND P POWER, OVERHEAD UG-P POWER, UNDERGROUND LHT STREET LIGHTING TS TELECOM, UNDERGROUND TSF TRAFFIC SIGNAL TSFO TRAFFIC SIGNAL, FIBER OPTIC W WATER, UNDERGROUND</p>		<p>SEWER SYMBOLS</p> <p>EXISTING REMOVE NEW DESCRIPTION</p> <p>AREA DRAIN CLEAN OUT MANHOLE, STORM & SANITARY CATCH BASIN TYPE 1, 2 & BB CULVERT RIP RAP</p>												
<p>STORM & SANITARY SEWER UTILITY LINETYPES</p> <p>EXISTING ABANDON REMOVE NEW DESCRIPTION</p> <p>12" S SANITARY SEWER 8" D STORM CULVERT 12" D STORM SEWER MAIN</p>													<p>WATER SYMBOLS</p> <p>EXISTING DESCRIPTION</p> <p>BLOW OFF FIRE HYDRANT MANHOLE, WATER WATER METER</p>			
<p>FEATURE LINETYPES</p> <p>EXISTING REMOVE NEW DESCRIPTION</p> <p>REFER TO APPLICABLE PLAN REFER TO APPLICABLE PLAN BUILDING CURB & GUTTER ASPHALT WEDGE CURB CLEARING & GRUBBING</p>													<p>OTHER UTILITY SYMBOLS</p> <p>EXISTING DESCRIPTION</p> <p>GATE VALVE GAS METER MANHOLE, OTHER SPRINKLER CONTROL BOX SPRINKLER HEAD PUMP STATION</p>			
<p>NOTE BUBBLES</p> <p># DEMOLITION NOTE # CONSTRUCTION NOTE # CHANNELIZATION NOTE # SIGNAGE NOTE # SIGNAL POLE CONSTRUCTION NOTE # WIRE NOTE # REVISION NOTE # POT HOLE NOTE</p>																
<p>PAVEMENT AND ROAD SURFACE TYPES</p> <p>EXISTING REMOVE NEW DESCRIPTION</p> <p>* ASPHALT RDWAY ** PERVIOUS, POROUS ASPHALT RDWAY ASPHALT OVER CONCRETE ASPHALT GRIND & OVERLAY 2" HMA OVER 2" CSTC ADA ACCESS RAMP/ DRIVEWAY CEMENT CONC. SIDEWALK * CEMENT CONC. RDWAY ** PERVIOUS, POROUS CEMENT CONC. RDWAY 2" CSTC</p> <p>REFER TO EXISTING AND NEW CROSS SECTIONS FOR ROADWAY PAVEMENT SECTIONS</p>																
<p>SHRUBS & TREES</p> <p>EXIST. REMOVE DESCRIPTION</p> <p>SHRUB CLASS 0 - TREE UNDER 4" DIAMETER CLASS 1 - 5" TO 12" DIAMETER TREE CLASS 2 - 13" TO 24" DIAMETER TREE CLASS 3 - 25" TO 42" DIAMETER TREE CLASS 4 - OVER 43" DIAMETER TREE CLASS 5 - OVER 43" DIAMETER TREE, UNDER 30' TALL</p> <p>REFER TO LANDSCAPE PLAN FOR NEW TREES AND SHRUBS</p>																


<p>CALL BEFORE YOU DIG EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POT HOLLING AND AVOIDING ALL EXISTING UTILITIES. CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org</p>				<p>NO _____</p>		<p>REVISION _____</p>		<p>DATE _____ APPD _____</p>		<p>FINAL CONSTRUCTION CHECKED _____ DATE: Apr 2024 SCALE: 1"=20' DESIGNED: CNS CHECKED: CNS DRAWN: COB PROJECT NAME: ANNIE-TRACKS DRAWING NAME: ANNIE-SYMBL.DWG</p>		 <p>04/15/2024</p>		<p>CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS SYMBOL SHEET ANNIE TRACKS SWITCH & CURVE UPGRADE TACOMA RAIL ANNIE TRACKS</p>			<p>RAL-00128-02 SHEET NO. 2 SHEET SY-1 OF SY-1</p>	
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P:\Design\Projects\CIVIL 3D\RAIL\RAL-00128-ANNIE-TRACKS\Production Drawings\ANNIE-SYMBL.dwg, 4/15/2024 2:33:44 PM, resparr

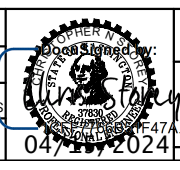



 HORIZ. DATUM: N.A.D. 83/11 VERT. DATUM: NGVD29
 PER 2016 PORT OF TACOMA CONTROL MAP
 BENCH MARK: #903
 3" BRASS MONUMENT IN THE CENTERLINE OF MILWAUKEE WAY APPROX 85' SOUTH OF THE INTERSECTION WITH MARSHAL AVE. ELEVATION = 10.58'

 SCALE IN FEET

CALL BEFORE YOU DIG
 EXISTING UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS ONLY PER BEST AVAILABLE INFO, AND MAY BE INCOMPLETE. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING, POTHOLES 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	SCALE
	Apr 2024	1" = 60'
DESIGNED	CNS	CHECKED
DRAWN	COB	PROJECT NAME
		ANNIE-TRACKS
DRAWING NAME		
ANNIE-KEY.DWG		



CITY OF TACOMA
 DEPARTMENT OF PUBLIC WORKS
KEY MAP
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 TACOMA RAIL ANNIE TRACKS

SHEET NO. 3
 SHEET KM-1 OF KM-1

RAL-00128-02

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ANNIE ONE

ALIGNMENT LINE TABLE

Table with 5 columns: LINE NO., LENGTH, DIRECTION, START POINT, END POINT. Rows L101 to L120.

ALIGNMENT CURVE TABLE

Table with 8 columns: CURVE NO., LENGTH, Δ, RADIUS, TANGENT, CURVE, START POINT, END POINT. Rows C101 to C110.

ANNIE TWO

ALIGNMENT LINE TABLE

Table with 5 columns: LINE NO., LENGTH, DIRECTION, START POINT, END POINT. Rows L201 to L213.

ALIGNMENT CURVE TABLE

Table with 8 columns: CURVE NO., LENGTH, Δ, RADIUS, TANGENT, CURVE, START POINT, END POINT. Rows C201 to C212.

SWITCH Z3-H

ALIGNMENT LINE TABLE

Table with 5 columns: LINE NO., LENGTH, DIRECTION, START POINT, END POINT. Row L11.

ALIGNMENT CURVE TABLE

Table with 8 columns: CURVE NO., LENGTH, Δ, RADIUS, TANGENT, CURVE, START POINT, END POINT. Rows C11, C12, C13.

SWITCH Z3-P

ALIGNMENT LINE TABLE

Table with 5 columns: LINE NO., LENGTH, DIRECTION, START POINT, END POINT. Row L61.

ALIGNMENT CURVE TABLE

Table with 8 columns: CURVE NO., LENGTH, Δ, RADIUS, TANGENT, CURVE, START POINT, END POINT. Row C61.

SWITCH Z3-R

ALIGNMENT CURVE TABLE

Table with 8 columns: CURVE NO., LENGTH, Δ, RADIUS, TANGENT, CURVE, START POINT, END POINT. Rows C71, C72.

NEW CROSSOVER

ALIGNMENT LINE TABLE

Table with 5 columns: LINE NO., LENGTH, DIRECTION, START POINT, END POINT. Row L81.

SWITCH Z3-V

ALIGNMENT LINE TABLE

Table with 5 columns: LINE NO., LENGTH, DIRECTION, START POINT, END POINT. Rows L91, L92, L93.

ALIGNMENT CURVE TABLE

Table with 8 columns: CURVE NO., LENGTH, Δ, RADIUS, TANGENT, CURVE, START POINT, END POINT. Rows C91, C92, C93.

SWITCH Z3-M

ALIGNMENT CURVE TABLE

Table with 8 columns: CURVE NO., LENGTH, Δ, RADIUS, TANGENT, CURVE, START POINT, END POINT. Rows C41, C42.

SWITCH Z3-N

ALIGNMENT CURVE TABLE

Table with 8 columns: CURVE NO., LENGTH, Δ, RADIUS, TANGENT, CURVE, START POINT, END POINT. Rows C51, C52.

HORIZONTAL CONTROL

Table with 5 columns: POINT NO., NORTHING, EASTING, ELEVATION, DESCRIPTION. Rows 1 to 26.

CONTROL FILES

2023-09-21 - 20231 - Survey Base - COT

CALL BEFORE YOU DIG

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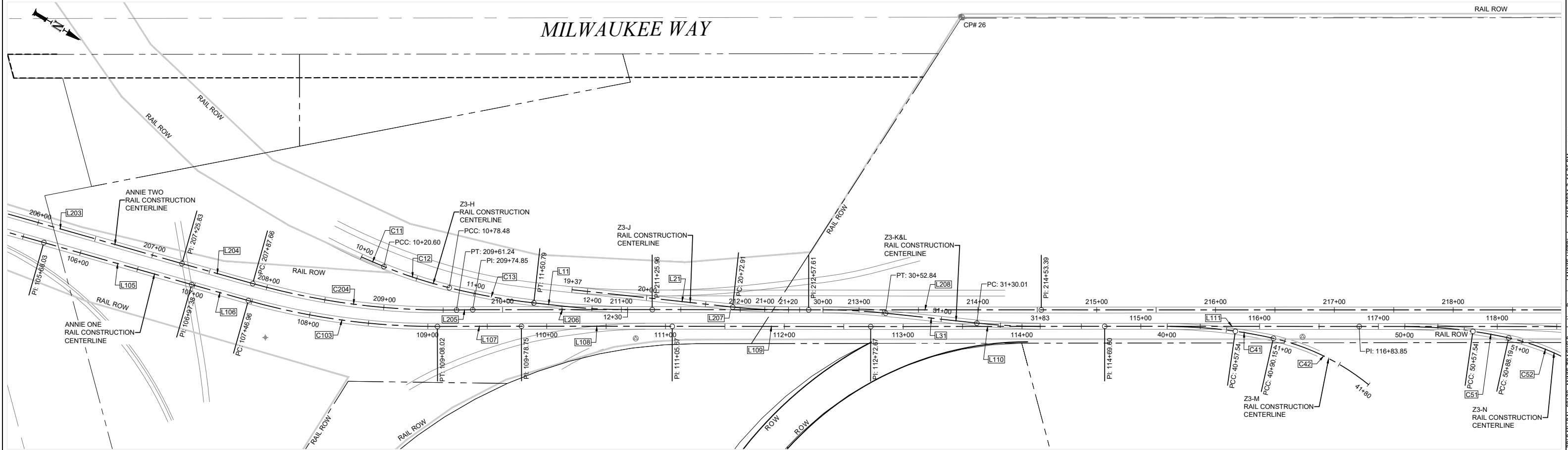
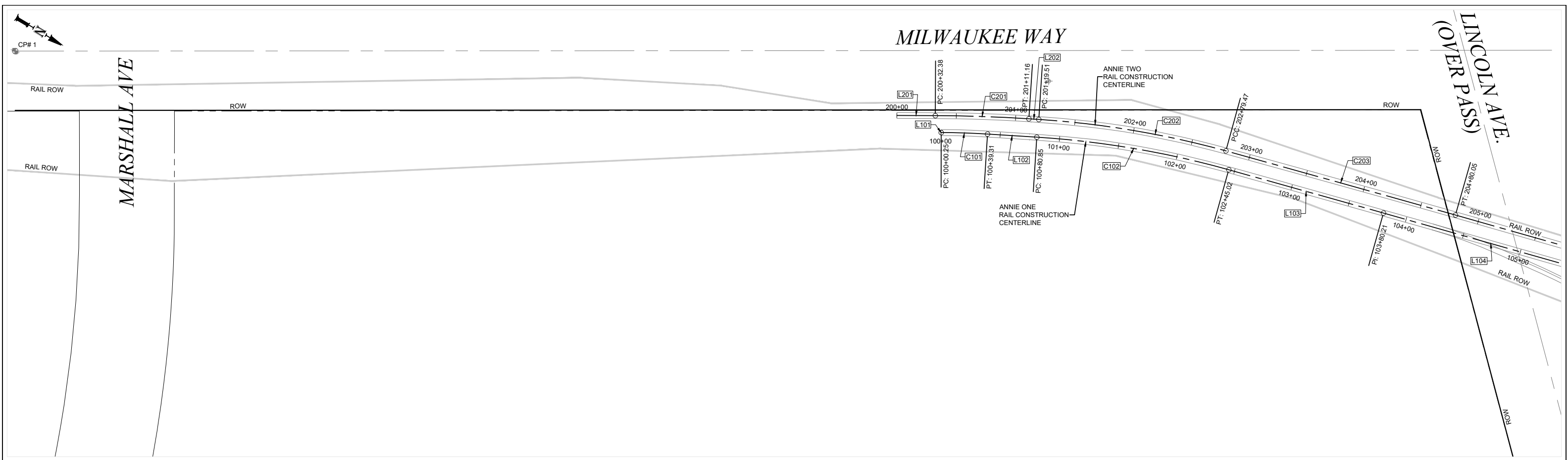
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Table with 2 columns: DATE, SCALE. Includes fields for DESIGNED, CHECKED, DRAWN, PROJECT NAME, DRAWING NAME.



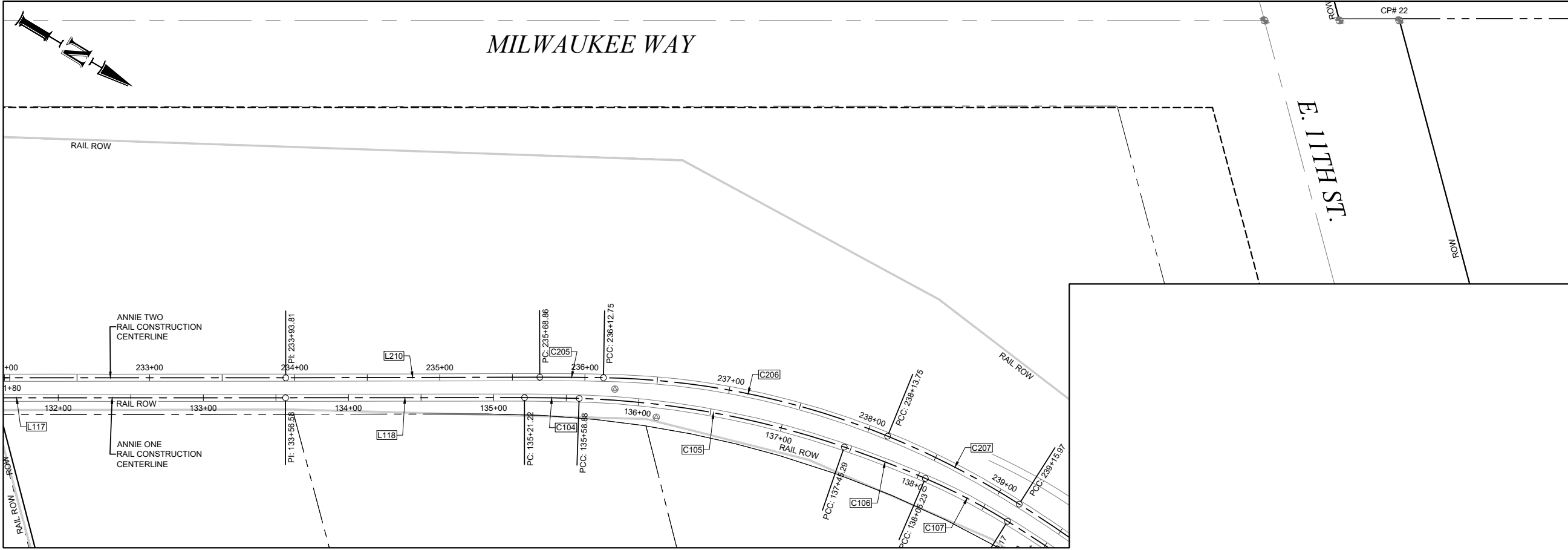
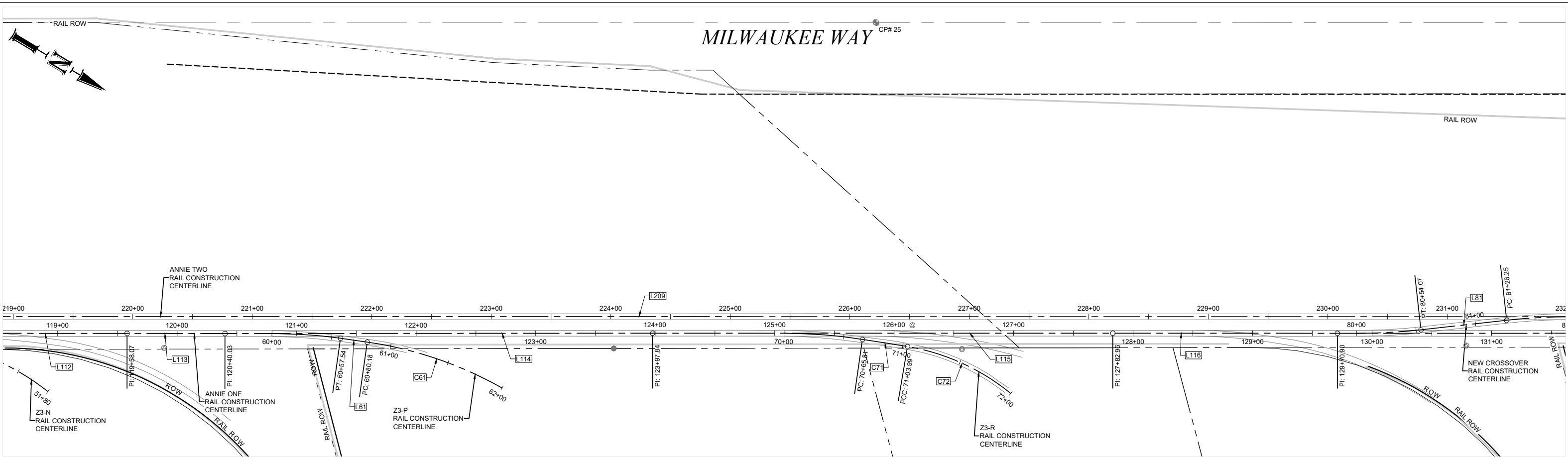
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS HORIZONTAL CONTROL ANNIE TRACKS SWITCH & CURVE UPGRADE TACOMA RAIL ANNIE TRACKS RAL-00128-02 SHEET NO. 4 SHEET HC-1 OF HC-4

P:\Design\Projects\CIVIL 3D\RAIL\RAL-00128-ANNIE-TRACKS\Production Drawings\ANNIE-HCTRL.dwg, 4/15/2024 2:44:19 PM, resparr



<p>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.</p> <p>CALL TWO BUSINESS DAYS BEFORE YOU DIG (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org</p>			NO _____ REVISION _____ DATE _____ APPD _____	FINAL CONSTRUCTION CHECKED _____ DATE _____	DESIGNED _____ DATE _____	DRAWN _____ DATE _____	FIELD BOOKS _____	DATE: Apr 2024 SCALE: 1" = 40' CHECKED: CNS PROJECT NAME: ANNIE-TRACKS DRAWING NAME: ANNIE-HCTRL.DWG 04/16/2024		CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS HORIZONTAL CONTROL ANNIE TRACKS SWITCH & CURVE UPGRADE MARSHALL AVE TO STA: 118+54 218+91		RAL-00128-02 SHEET NO. 5 SHEET HC-2 OF HC-4
<p>ENGINEERING DIVISION MANAGER</p>				SHEET NO. 5 SHEET HC-2 OF HC-4								

P:\Design\Projects\CIVIL 3D\RAIL\RAL-00128-ANNIE-TRACKS\Production Drawings\ANNIE-HCTRL.dwg, 4/15/2024 2:44:26 PM, resparr



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 (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org



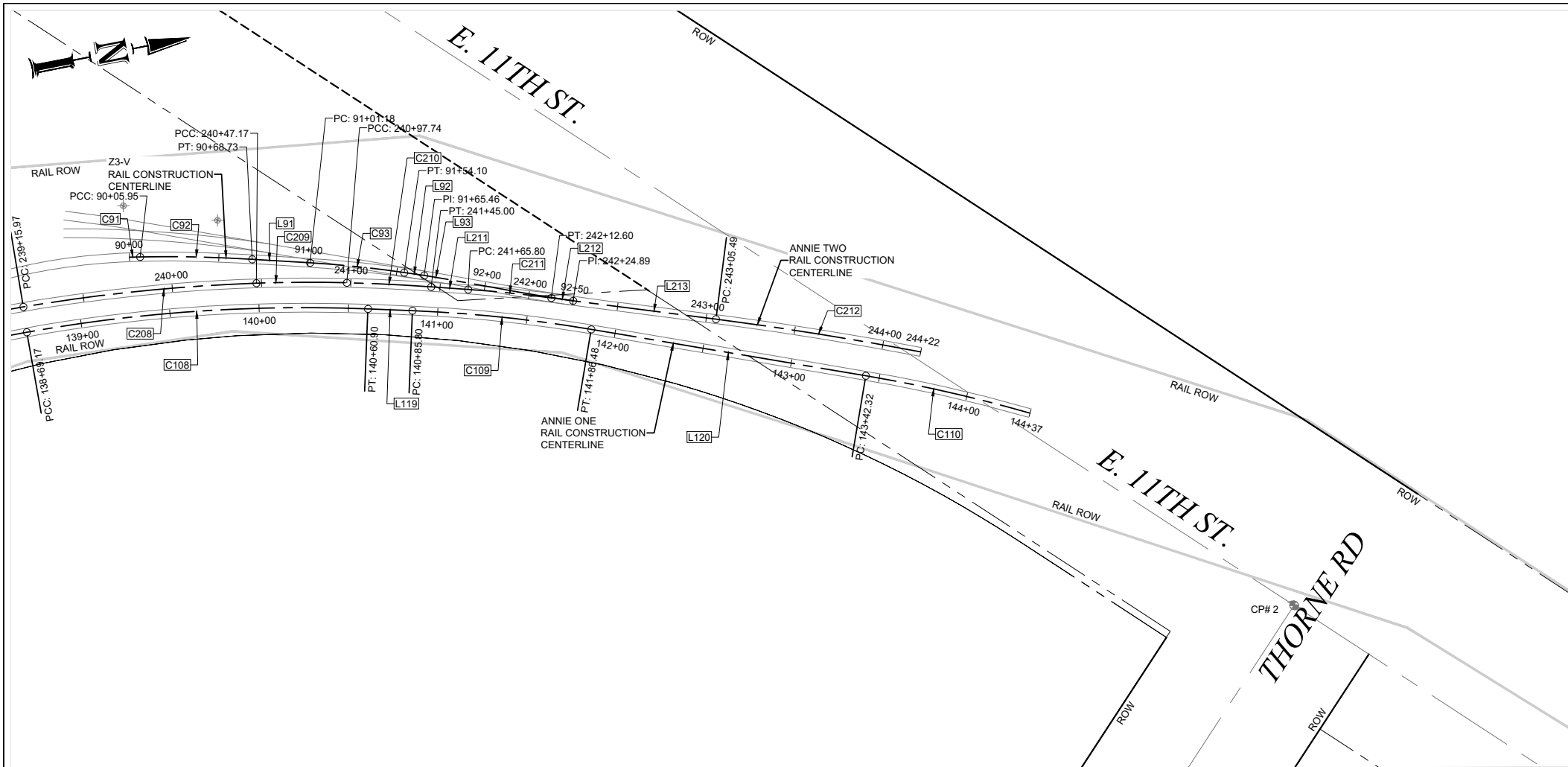
NO.		REVISION	DATE	APPD.

FINAL CONSTRUCTION CHECKED		DATE		SCALE	
		Apr 2024		1" = 40'	
DESIGNED	CNS	CHECKED	CNS		
DRAWN	COB	PROJECT NAME	ANNIE-TRACKS		
DATE		DRAWING NAME	ANNIE-HCTRL.DWG		



CITY OF TACOMA	
DEPARTMENT OF PUBLIC WORKS	
HORIZONTAL CONTROL	
ANNIE TRACKS SWITCH & CURVE UPGRADE	
STA: 118+54 - 138+69 218+91 - 239+16	
	ENGINEERING DIVISION MANAGER

RAL-00128-02	
SHEET NO.	6
SHEET	HC-3 OF HC-4

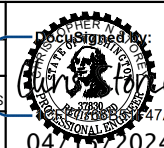


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 (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org



NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE Apr 2024	SCALE 1" = 40'
BY	DESIGNED CNS	CHECKED CNS
DATE	DRAWN COB	PROJECT NAME ANNIE-TRACKS
FIELD BOOKS	DRAWING NAME ANNIE-HCTRL.DWG	DATE 04/15/2024



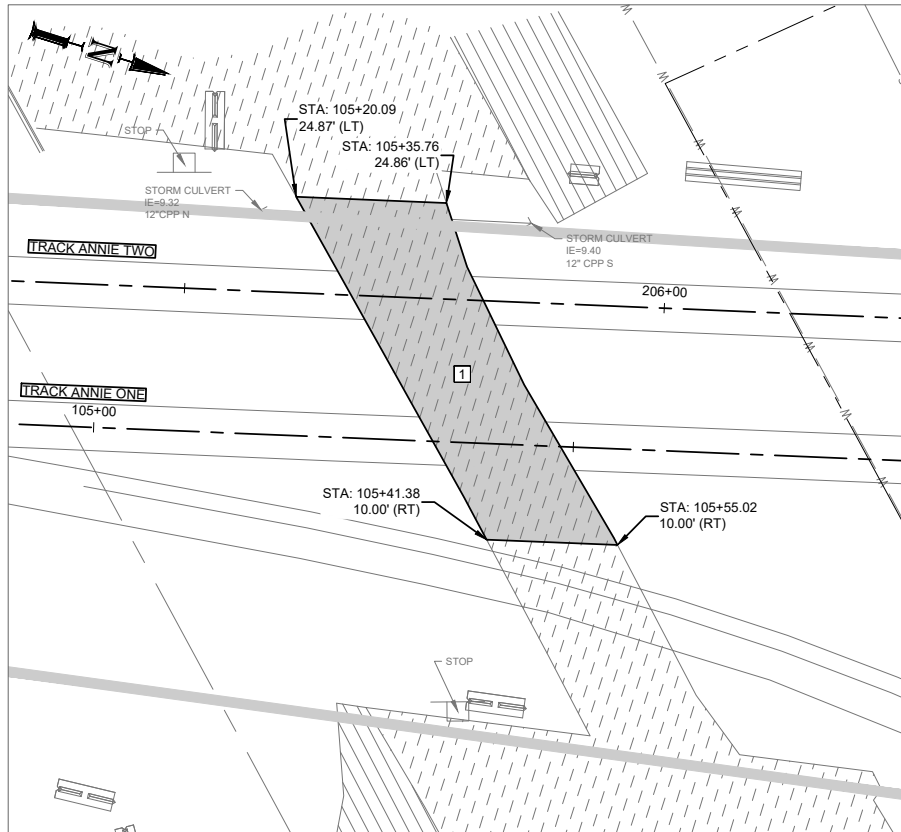
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
HORIZONTAL CONTROL
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 138+69 | 239+16 TO THORNE RD

RAL-00128-02
 SHEET NO. 7
 SHEET HC-4 OF HC-4

DEMOLITION NOTES

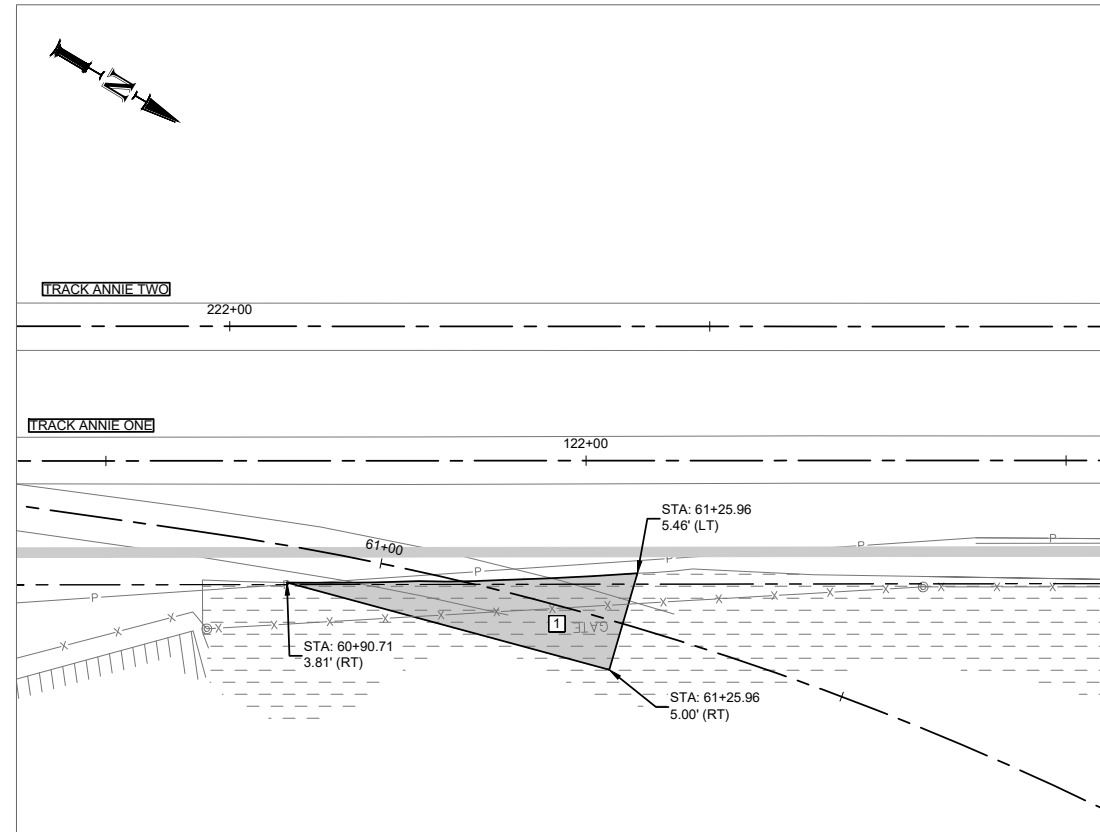
- 1 FULL DEPTH ASPHALT REMOVAL
- 2 PROTECT EXISTING POLES
- 3 REMOVE EXISTING WALL

UTILITY NOTE:
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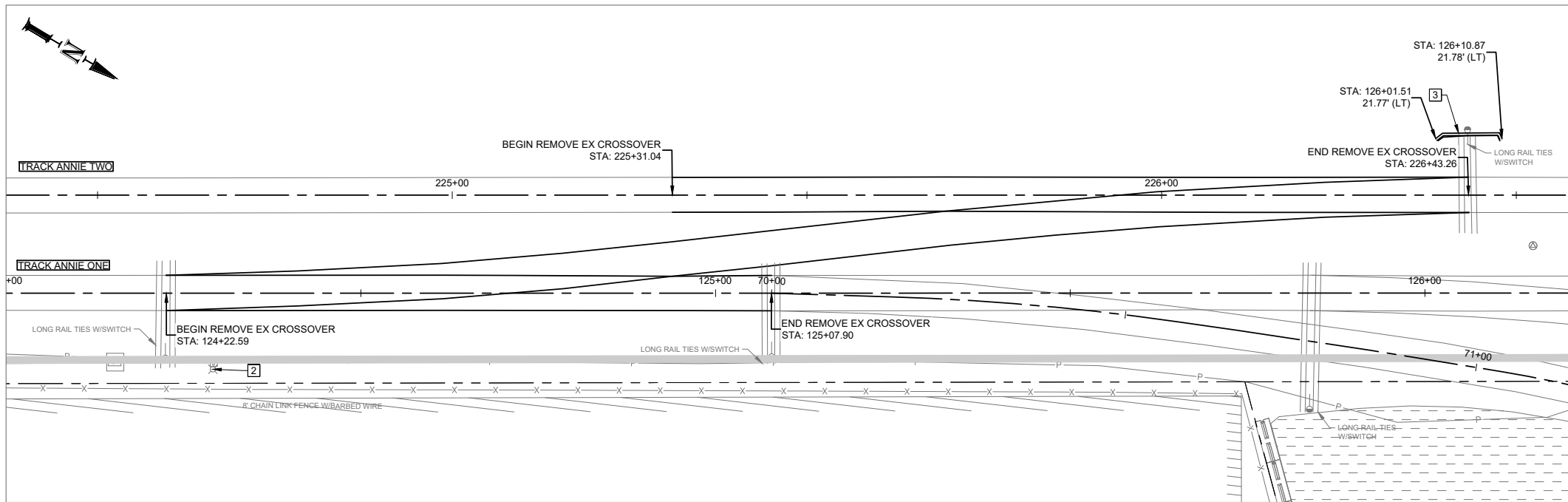
LINCOLN AVE ASPHALT EXCAVATION

SCALE: 1" = 10'



Z3-P SWITCH ASPHALT EXCAVATION

SCALE: 1" = 10'



CROSSOVER AND RETAINING WALL REMOVAL

SCALE: 1" = 10'



HORIZ. DATUM: N.A.D. 83/11 VERT. DATUM: NGVD29
 PER 2016 PORT OF TACOMA CONTROL MAP
 BENCH MARK: #903
 3" BRASS MONUMENT IN THE CENTERLINE OF MILWAUKEE WAY APPROX 85' SOUTH OF THE INTERSECTION WITH MARSHAL AVE. ELEVATION = 10.58'



CALL BEFORE YOU DIG

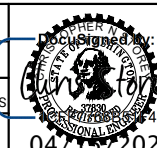
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NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE	SCALE
DESIGNED	Apr 2024	1" = 10'
CNS	CNS	
DRAWN	PROJECT NAME	
COB	ANNIE-TRACKS	
FIELD BOOKS	DRAWING NAME	
	ANNIE-DEMO.DWG	

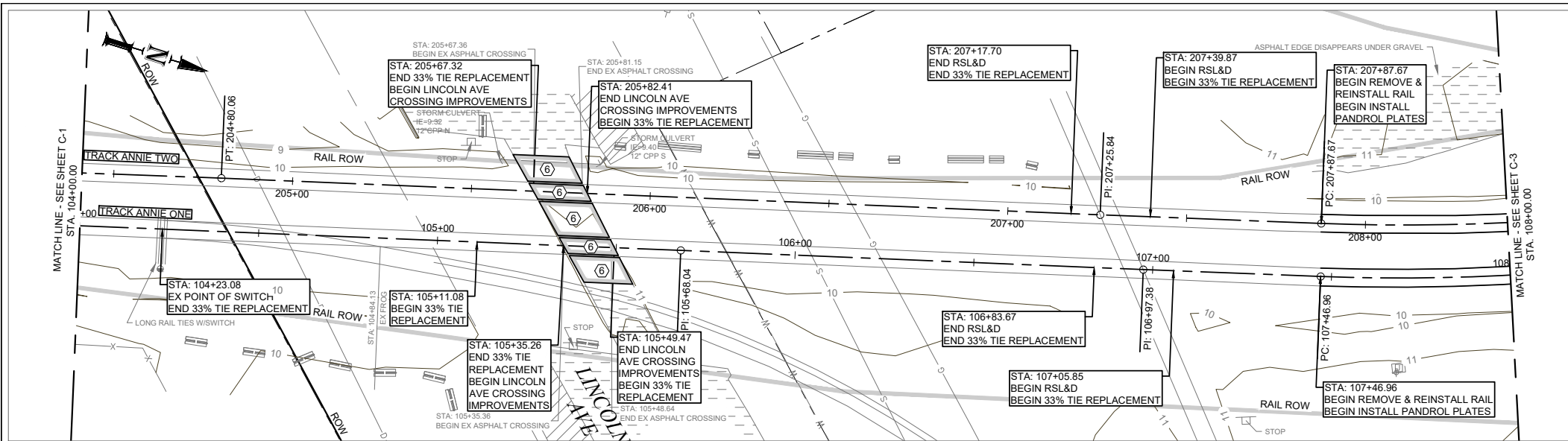


CITY OF TACOMA
 DEPARTMENT OF PUBLIC WORKS

DEMOLITION
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 105+40, 122+00, & 125+00

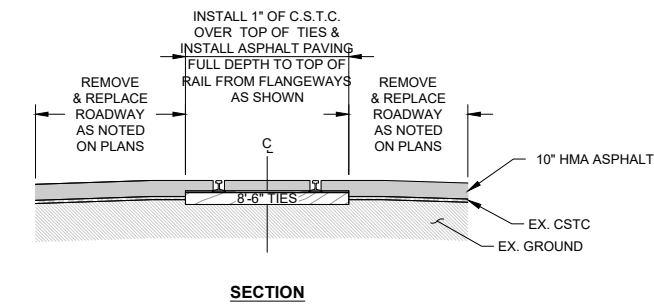
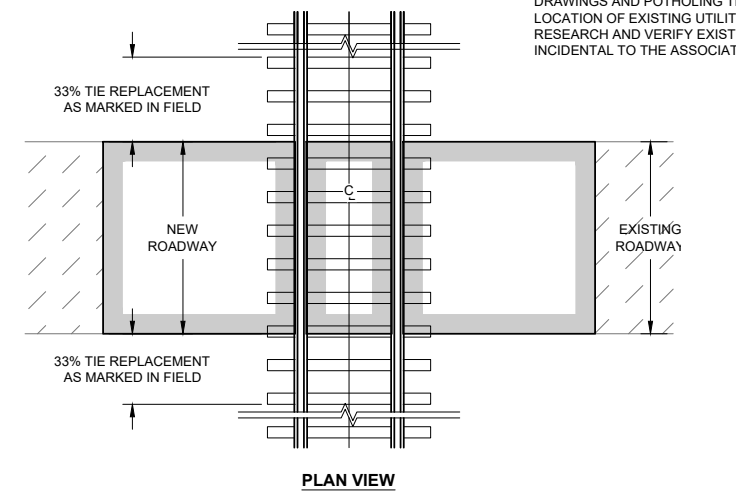
RAL-00128-02
 SHEET NO. 8
 SHEET D-1 OF D-1

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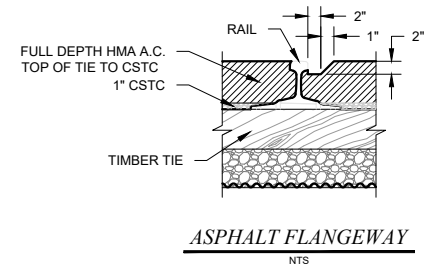


- ### CONSTRUCTION NOTES
- 1 PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
 - 2 PROTECT EXISTING POLES
 - 3 DELIVER EXISTING SWITCH STAND TO TACOMA RAIL
 - 4 DELIVER EXISTING FROG TO TACOMA RAIL
 - 5 WELD AHEAD OF POINTS
 - 6 PLACE ASPHALT PER CROSS SECTION, SEE SHEET C-2

UTILITY NOTE:
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ASPHALT CROSSING
 LINCOLN AVE: STA 105+35.26 TO 105+49.47
 LINCOLN AVE: STA 205+67.32 TO 205+82.41
 Z3-P SWITCH: STA 61+12.69 TP 61+25.96

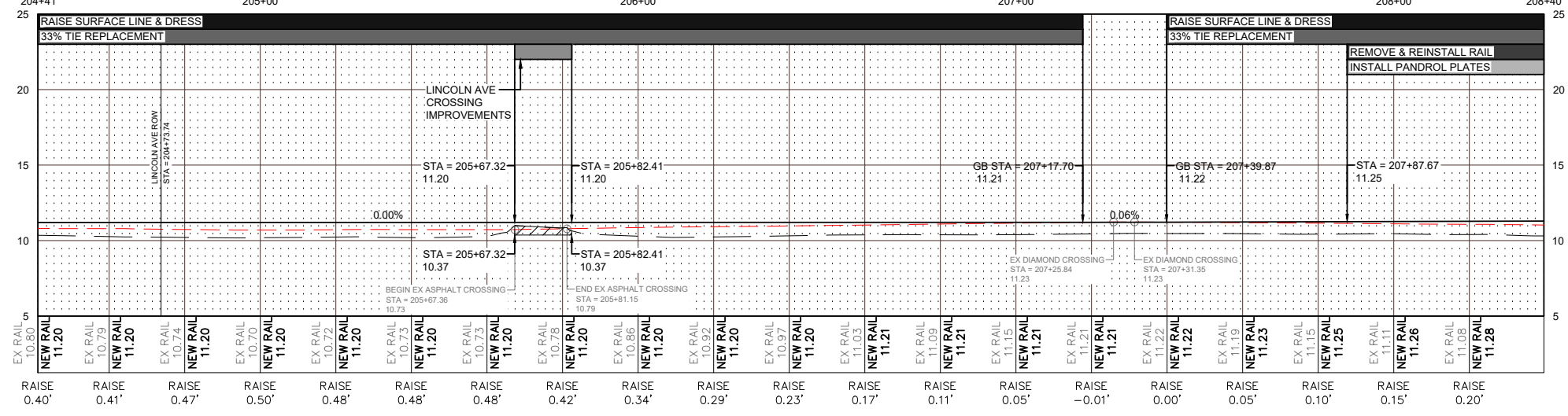


HORIZ. DATUM: N.A.D. 83/11 VERT. DATUM: NGVD29 PER 2016 PORT OF TACOMA CONTROL MAP
 BENCH MARK: #903 3" BRASS MONUMENT IN THE CENTERLINE OF MILWAUKEE WAY APPROX 85' SOUTH OF THE INTERSECTION WITH MARSHAL AVE. ELEVATION = 10.58'

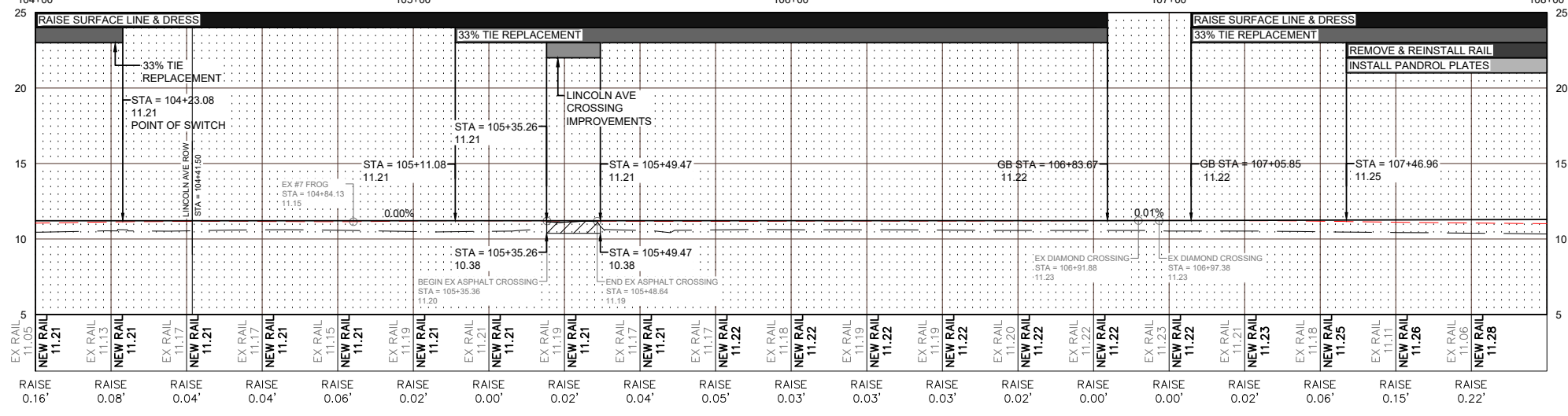
CITY OF TACOMA

SCALE IN FEET

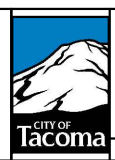
ANNIE TWO | STA: 204+50.00 TO 209+50.00 | SCALE: 1" = 5' V



ANNIE ONE | STA: 104+00.00 TO 109+00.00 | SCALE: 1" = 5' V



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FINAL CONSTRUCTION CHECKED		DATE	SCALE
BY	CNS	Apr 2024	1" = 20'
DATE	COB		
FIELD BOOKS	ANNIE-CONST.DWG		

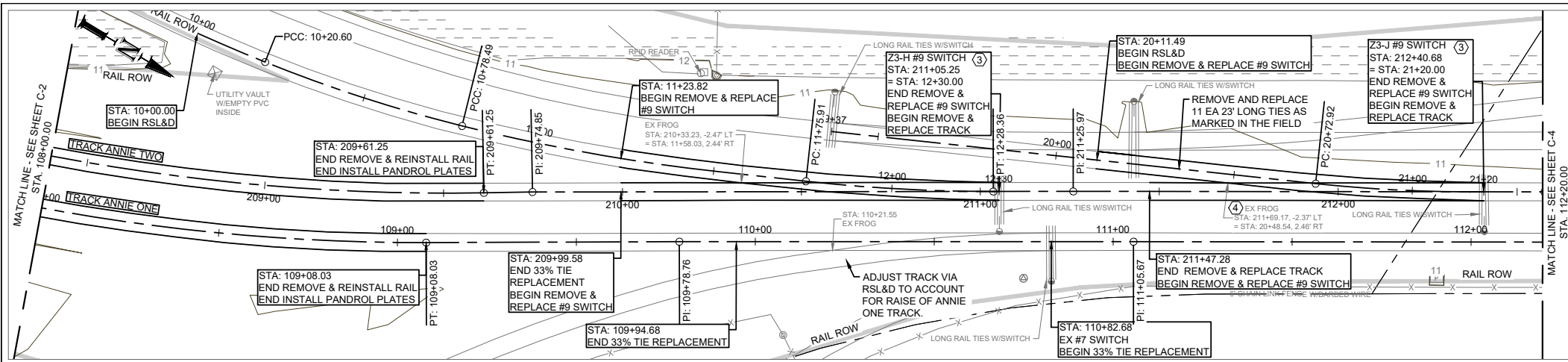


CITY OF TACOMA
 DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLAN & PROFILE
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 104+00 - 108+00 | STA: 204+41 - 208+40

ENGINEERING DIVISION MANAGER

04/26/2024

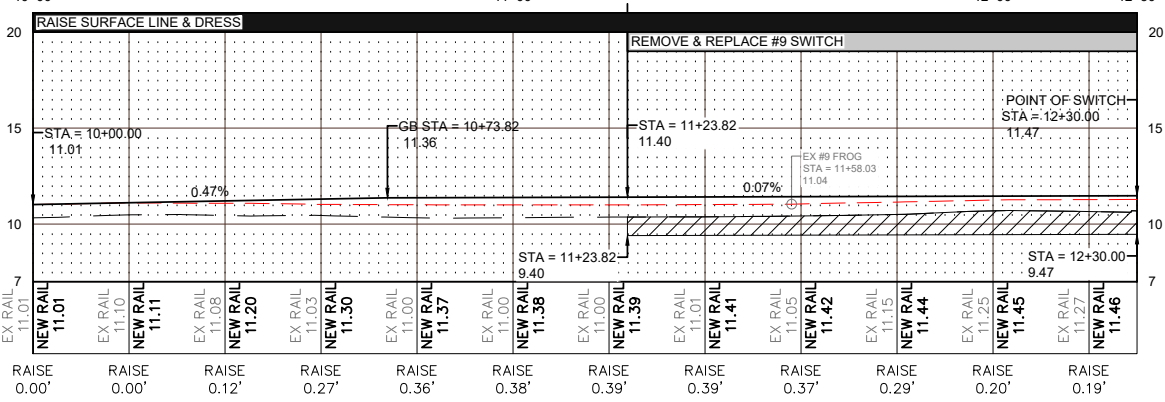
RAL-00128-02
 SHEET NO. 10
 SHEET C-2 OF C-11



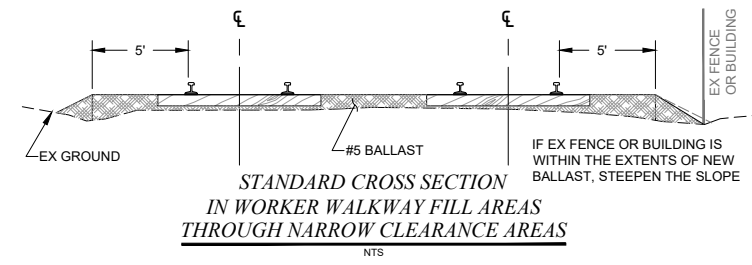
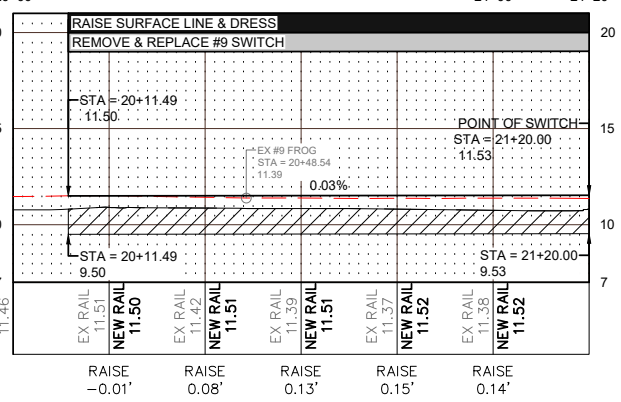
- ### CONSTRUCTION NOTES
- PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
 - PROTECT EXISTING POLES
 - DELIVER EXISTING SWITCH STAND TO TACOMA RAIL
 - DELIVER EXISTING FROG TO TACOMA RAIL
 - WELD AHEAD OF POINTS
 - PLACE ASPHALT PER CROSS SECTION, SEE SHEET C-2

UTILITY NOTE:
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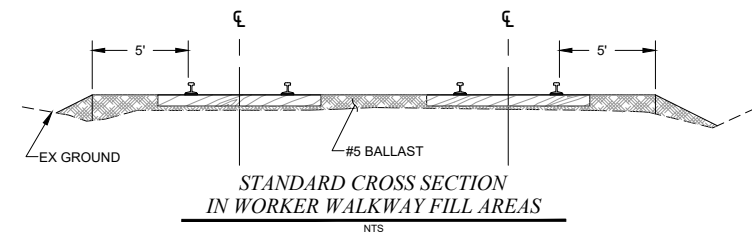
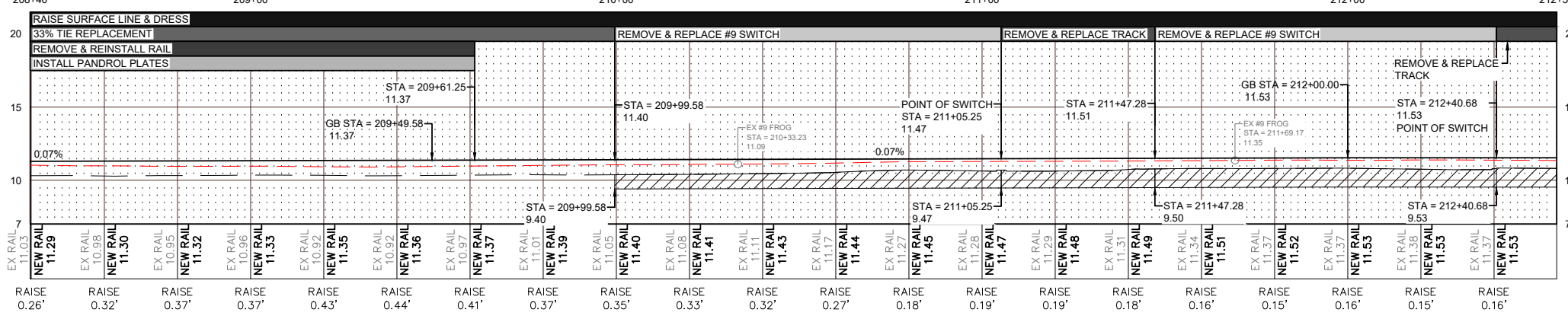
Z3-H SWITCH | SCALE: 1" = 5' V



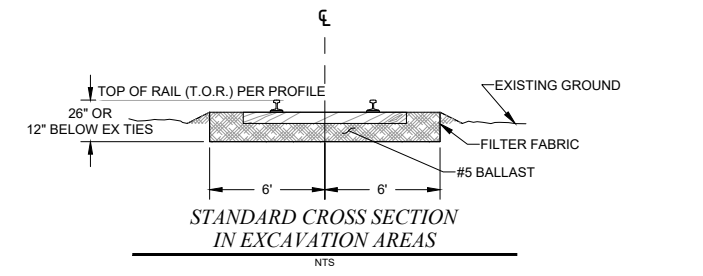
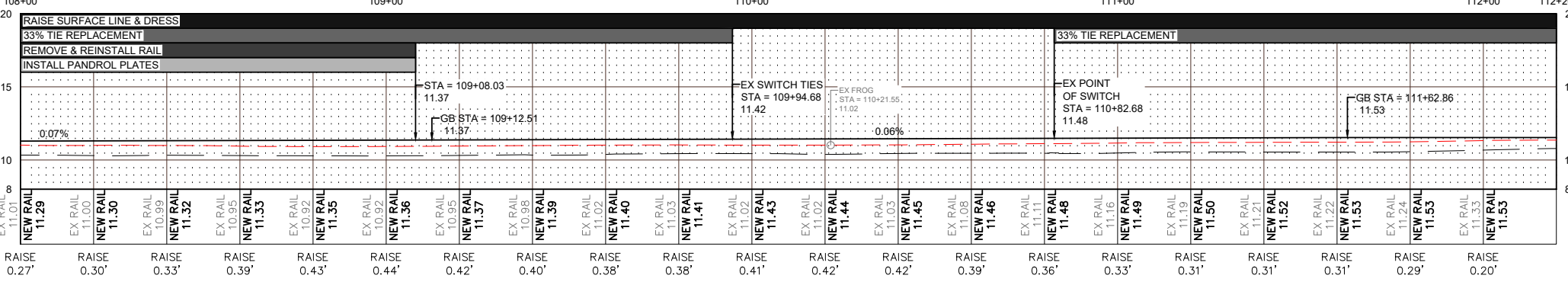
Z3-J SWITCH | SCALE: 1" = 5' V



ANNIE TWO | STA: 204+50.00 TO 209+50.00 (1) | SCALE: 1" = 5' V



ANNIE ONE | STA: 108+00.00 TO 112+20.00 | SCALE: 1" = 5' V



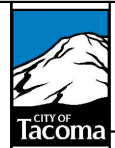
HORIZ. DATUM: N.A.D. 83/11 VERT. DATUM: NGVD29
 PER 2016 PORT OF TACOMA CONTROL MAP

BENCH MARK: #903
 3" BRASS MONUMENT IN THE CENTERLINE OF MILWAUKEE WAY APPROX 85' SOUTH OF THE INTERSECTION WITH MARSHAL AVE. ELEVATION = 10.58'

CITY OF TACOMA

SCALE IN FEET

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NO.	REVISION	DATE	APPD.

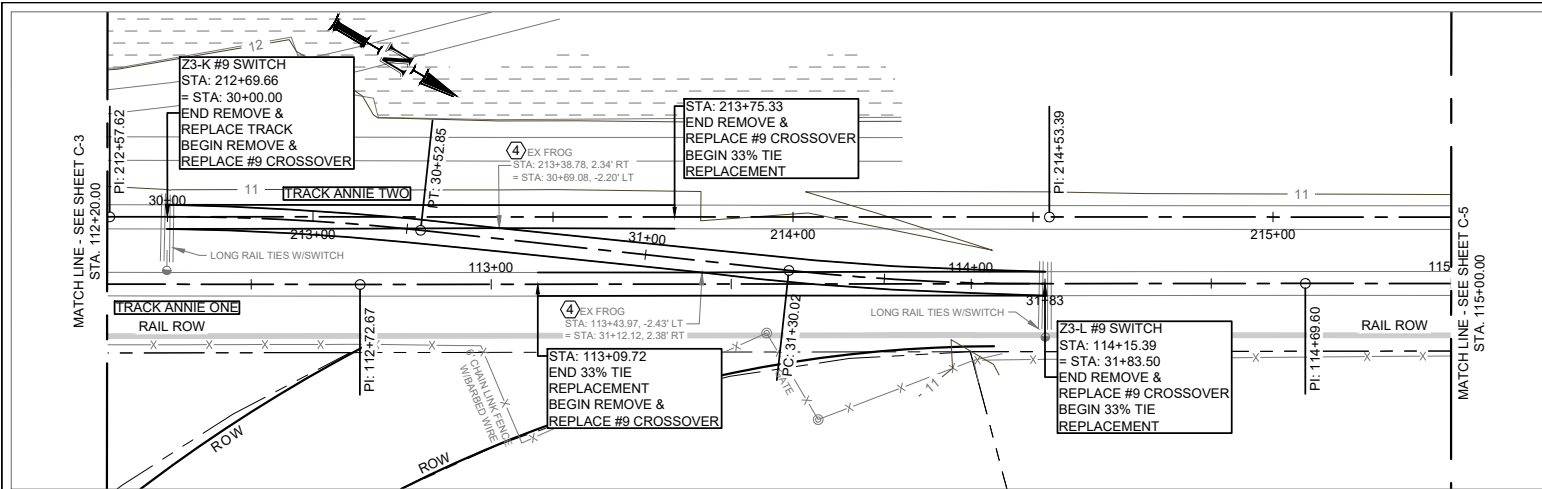
FINAL CONSTRUCTION CHECKED	DATE	SCALE
DESIGNED	APR 2024	1" = 20'
CHECKED	DES	CH
DRAWN	DRWN	PROJECT NAME
DATE	ANNIE-TRACKS	ANNIE-CONST.DWG
FIELD BOOKS	DRAWING NAME	04/25/2024



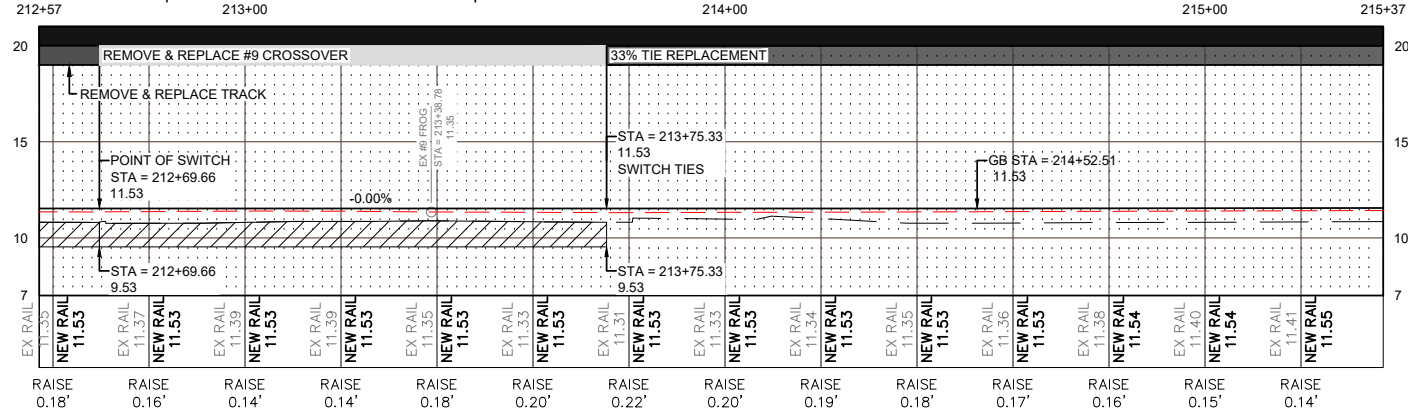
CITY OF TACOMA
 DEPARTMENT OF PUBLIC WORKS
 CONSTRUCTION PLAN & PROFILE
 PROJECT TITLE - PER SHEET
 STA: 108+00 - 112+20 | STA: 208+40 - 212+57

SHEET NO. 11
 SHEET C-3 OF C-11

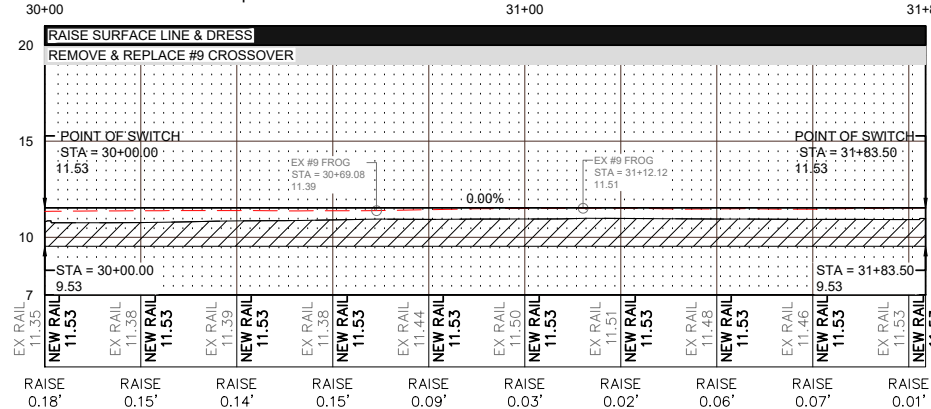
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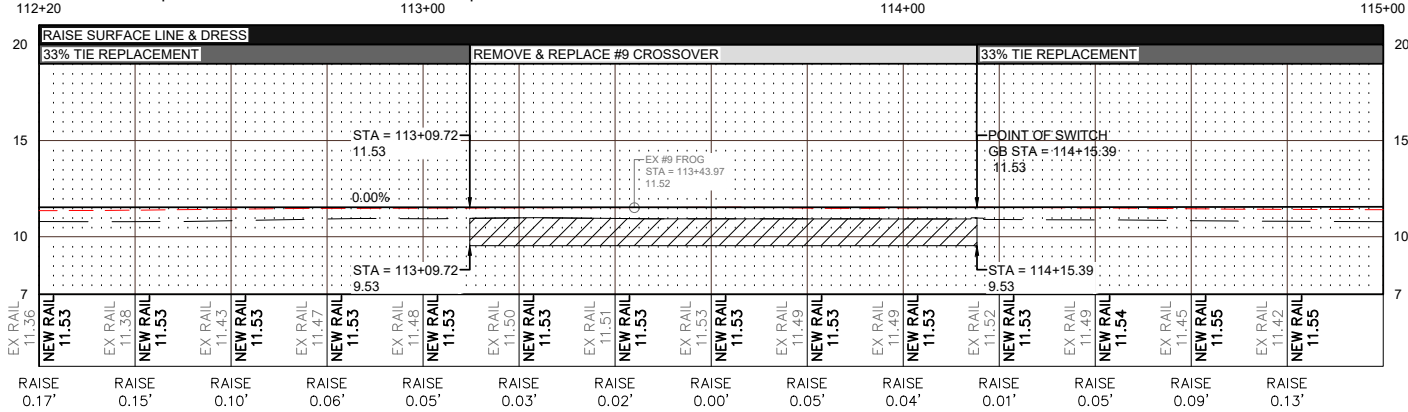
ANNIE TWO | STA: 209+50.00 TO 214+50.00 | SCALE: 1" = 5' V



Z3-K & Z3-L XOVER | SCALE: 1" = 5' V

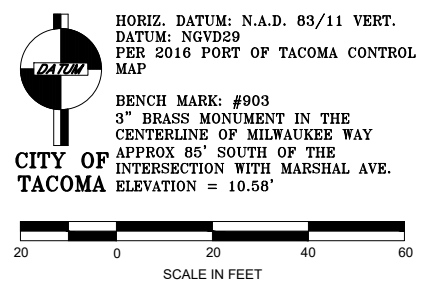


ANNIE ONE | STA: 109+00.00 TO 114+00.00 | SCALE: 1" = 5' V

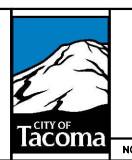


- ### CONSTRUCTION NOTES
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 - 2 PROTECT EXISTING POLES
 - 3 DELIVER EXISTING SWITCH STAND TO TACOMA RAIL
 - 4 DELIVER EXISTING FROG TO TACOMA RAIL
 - 5 WELD AHEAD OF POINTS
 - 6 PLACE ASPHALT PER CROSS SECTION, SEE SHEET C-2

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 (1-800-424-5555) OR VISIT ONLINE: www.callbeforeyoudig.org



NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE	SCALE
	Apr 2024	1" = 20'
DESIGNED	CNS	CNS
CHECKED		
DRAWN	COB	ANNIE-TRACKS
PROJECT NAME		
DRAWING NAME	ANNIE-CONST.DWG	04/15/2024

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION PLAN & PROFILE
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 112+20 - 115+00 | STA: 212+57 - 215+37

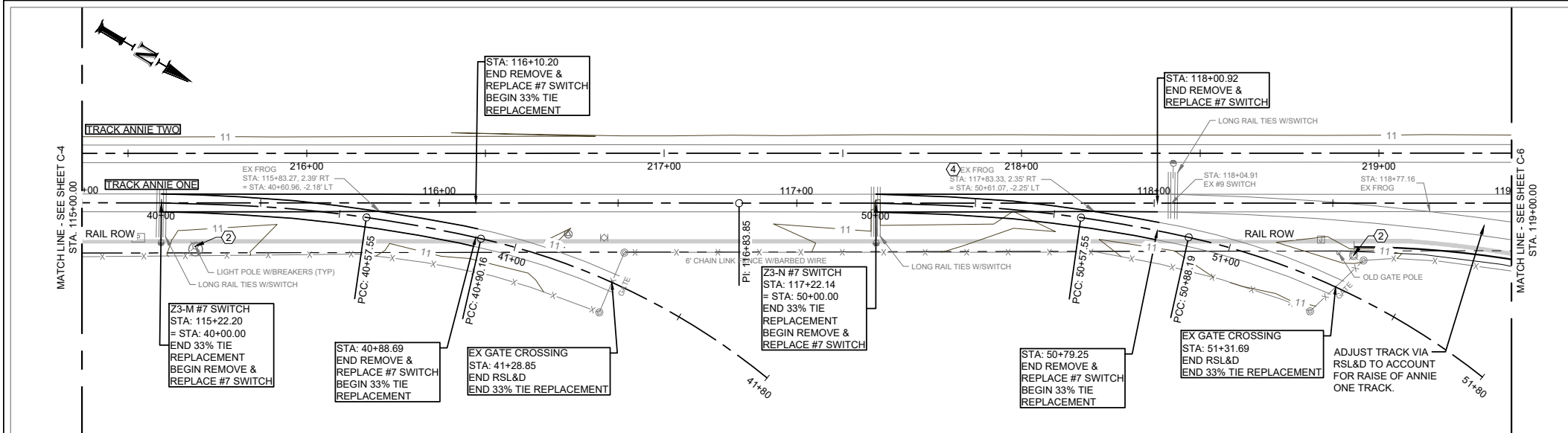
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 SHEET NO. 12
 SHEET C-4 OF C-11

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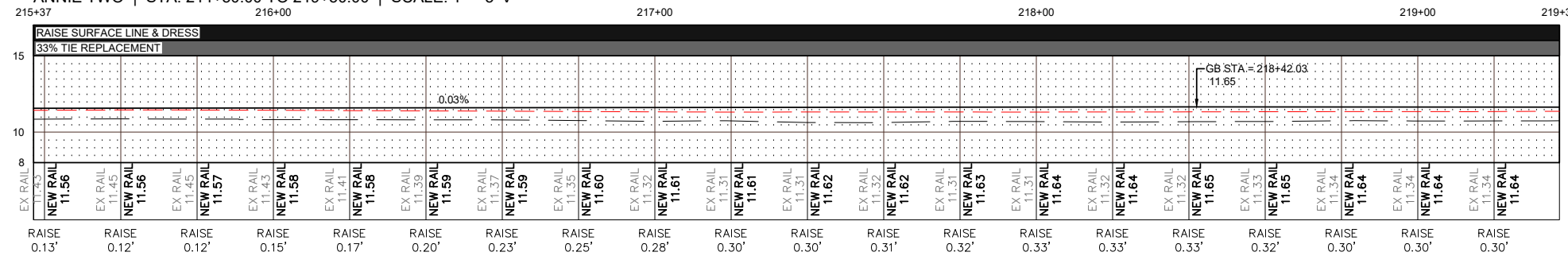
CONSTRUCTION NOTES

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- ② PROTECT EXISTING POLES
- ③ DELIVER EXISTING SWITCH STAND TO TACOMA RAIL
- ④ DELIVER EXISTING FROG TO TACOMA RAIL
- ⑤ WELD AHEAD OF POINTS
- ⑥ PLACE ASPHALT PER CROSS SECTION, SEE SHEET C-2

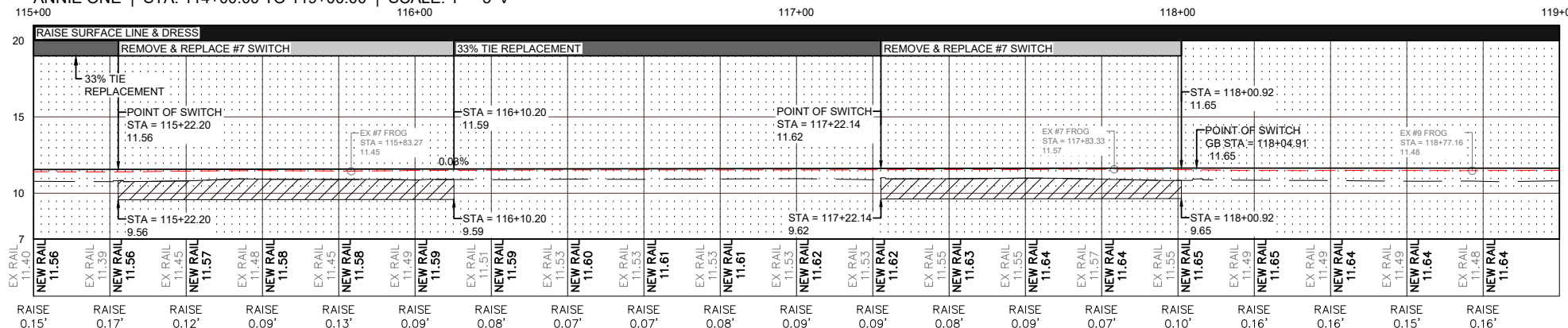
UTILITY NOTE:
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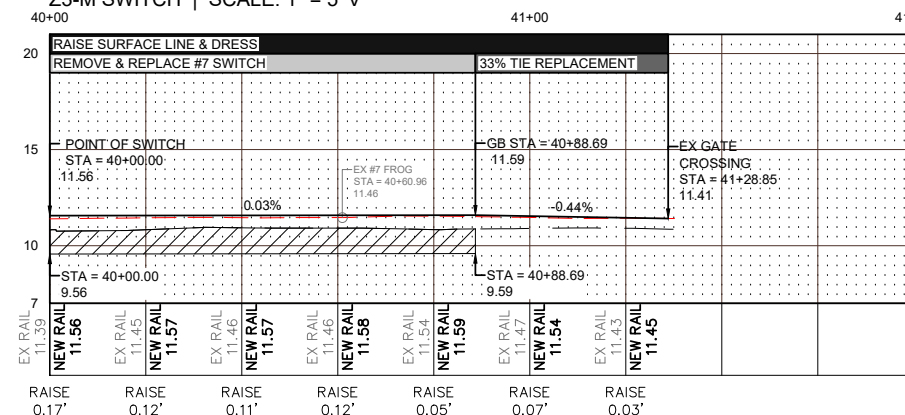
ANNIE TWO | STA: 214+50.00 TO 219+50.00 | SCALE: 1" = 5' V



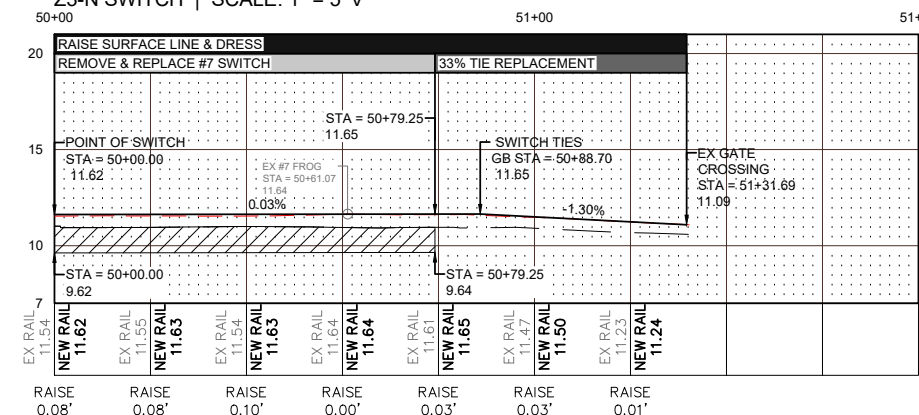
ANNIE ONE | STA: 114+00.00 TO 119+00.00 | SCALE: 1" = 5' V



Z3-M SWITCH | SCALE: 1" = 5' V



Z3-N SWITCH | SCALE: 1" = 5' V



CITY OF TACOMA
 HORIZ. DATUM: N.A.D. 83/11 VERT. DATUM: NGVD29 PER 2016 PORT OF TACOMA CONTROL MAP
 BENCH MARK: #903 3" BRASS MONUMENT IN THE CENTERLINE OF MILWAUKEE WAY APPROX 85' SOUTH OF THE INTERSECTION WITH MARSHAL AVE. ELEVATION = 10.58'

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NO.	REVISION	DATE	APPD.

DATE	Apr 2024	SCALE	1" = 20'
DESIGNED	CNS	CHECKED	CNS
DRAWN	COB	PROJECT NAME	ANNIE-TRACKS
DRAWING NAME	ANNIE-CONST.DWG		

04/25/2024

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLAN & PROFILE
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 115+00 - 119+00 | STA: 215+37 - 219+37

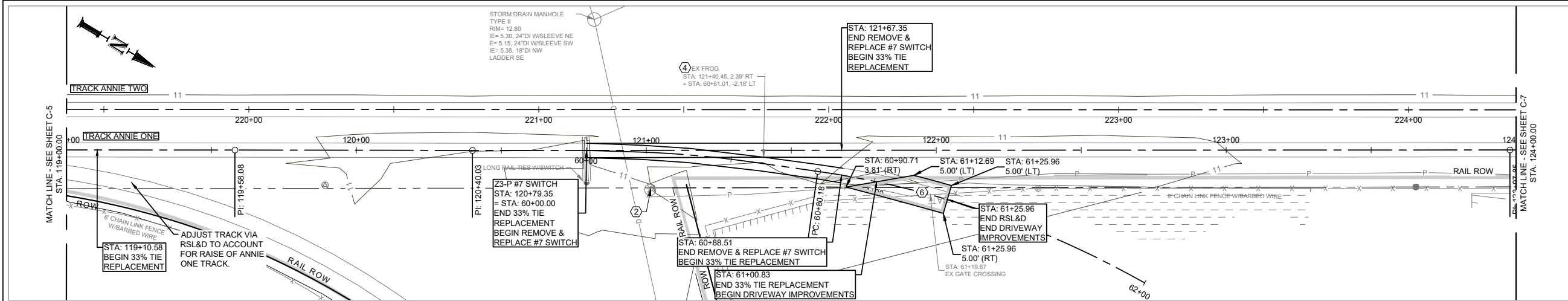
ENGINEERING DIVISION MANAGER

SHEET NO. 13
 SHEET C-5 OF C-11

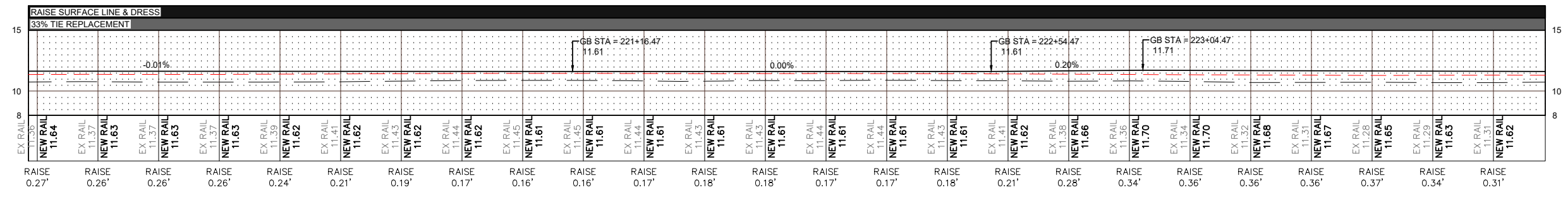
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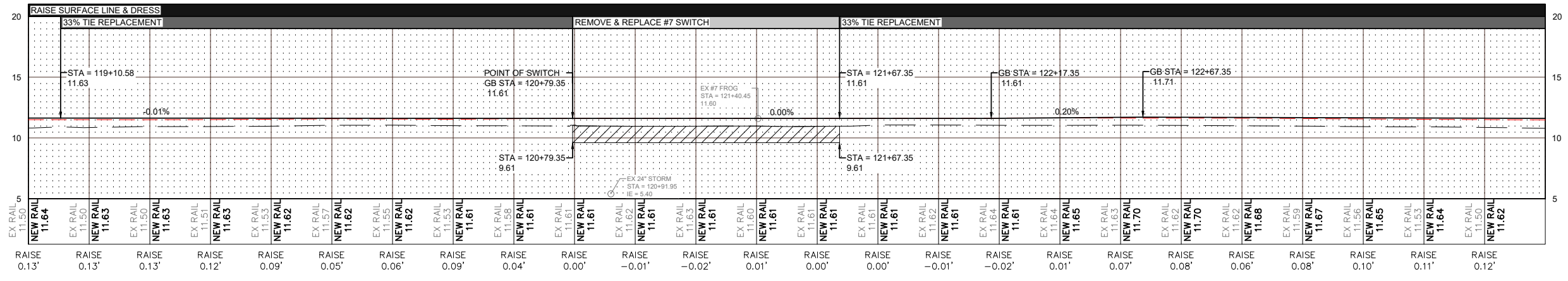
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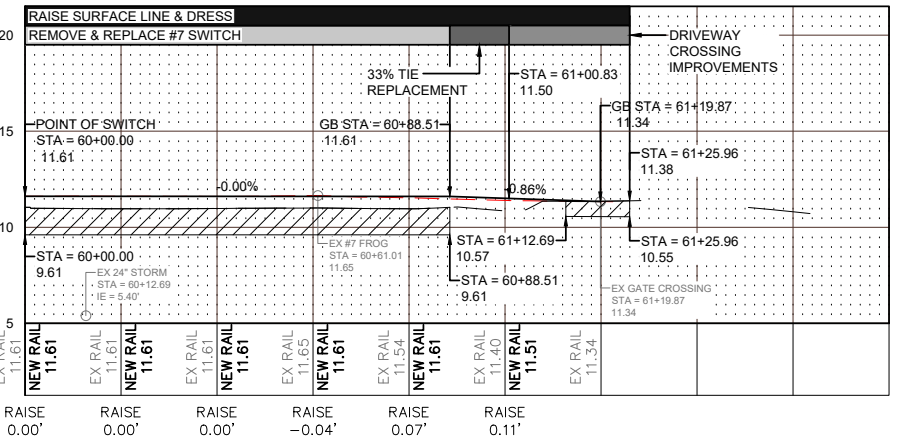
ANNIE TWO | STA: 219+50.00 TO 224+50.00 | SCALE: 1" = 5' V



ANNIE ONE | STA: 119+00.00 TO 124+00.00 | SCALE: 1" = 5' V



Z3-P SWITCH | SCALE: 1" = 5' V



HORIZ. DATUM: N.A.D. 83/11 VERT. DATUM: NGVD29 PER 2016 PORT OF TACOMA CONTROL MAP

BENCH MARK: #903 3" BRASS MONUMENT IN THE CENTERLINE OF MILWAUKEE WAY APPROX 85' SOUTH OF THE INTERSECTION WITH MARSHAL AVE. ELEVATION = 10.58'

CITY OF TACOMA

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	NO				
		REVISION	DATE	APPD	

FINAL CONSTRUCTION CHECKED	DATE	SCALE
DESIGNED	Apr 2024	1" = 20'
CNS	CNS	
DRAWN	PROJECT NAME	
COB	ANNIE-TRACKS	
FIELD BOOKS	DRAWING NAME	
	ANNIE-CONST.DWG	

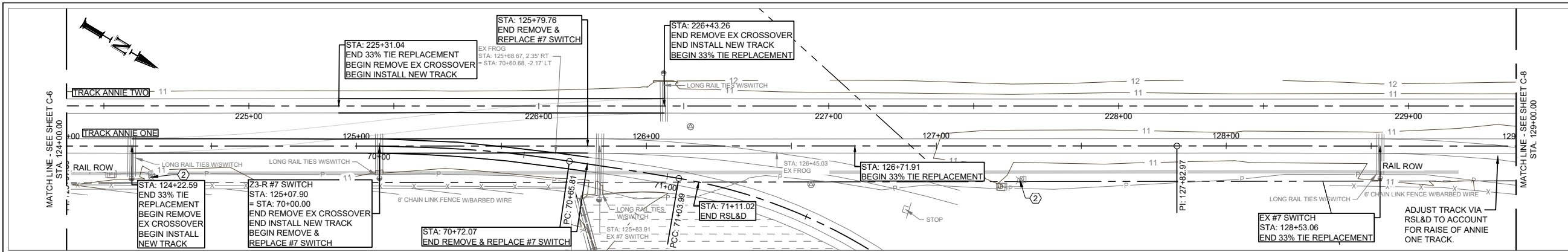
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION PLAN & PROFILE
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 119+00 - 124+00 | STA: 219+37 - 224+37

RAL-00128-02

SHEET NO. 14
 SHEET C-6 OF C-11

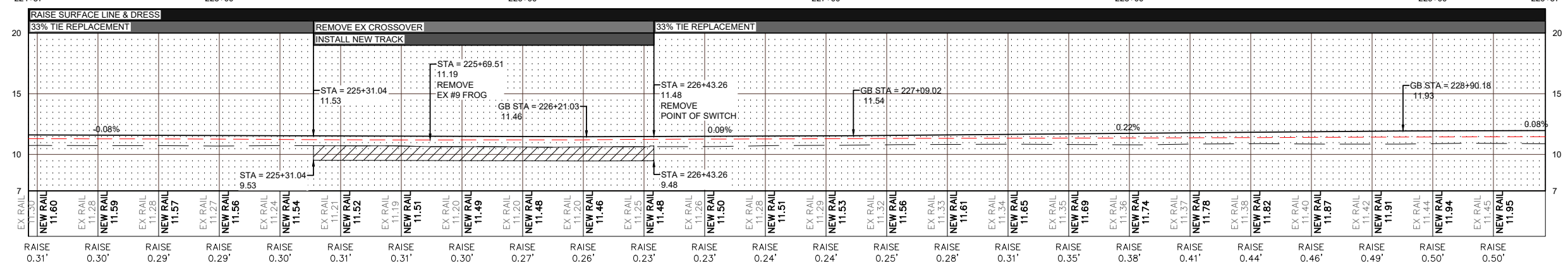
04/15/2024



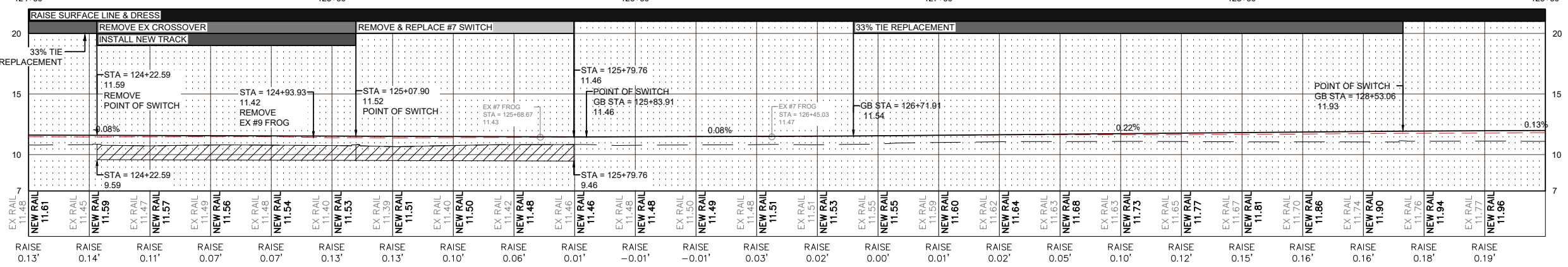
- ### CONSTRUCTION NOTES
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 - DELIVER EXISTING SWITCH STAND TO TACOMA RAIL
 - DELIVER EXISTING FROG TO TACOMA RAIL
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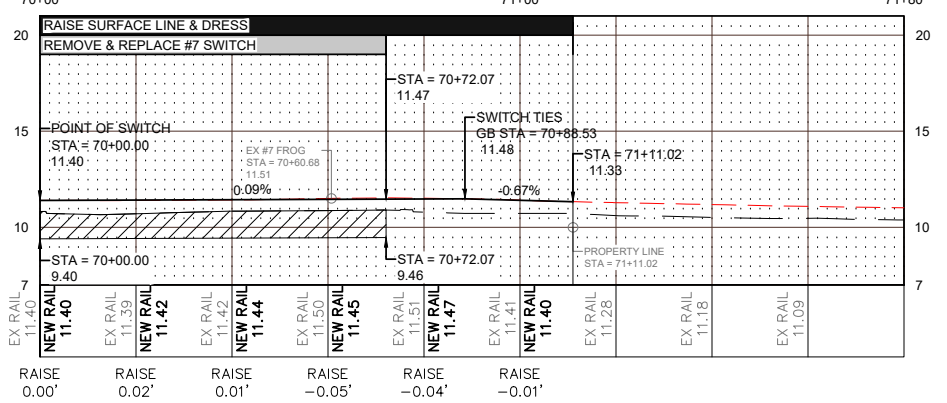
ANNIE TWO | STA: 224+50.00 TO 229+50.00 | SCALE: 1" = 5' V



ANNIE ONE | STA: 124+00.00 TO 129+00.00 | SCALE: 1" = 5' V



Z3-R SWITCH | SCALE: 1" = 5' V



HORIZ. DATUM: N.A.D. 83/11 VERT. DATUM: NGVD29 PER 2016 PORT OF TACOMA CONTROL MAP
 BENCH MARK: #903 3" BRASS MONUMENT IN THE CENTERLINE OF MILWAUKEE WAY APPROX 85' SOUTH OF THE INTERSECTION WITH MARSHAL AVE. ELEVATION = 10.58'

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CITY OF TACOMA

NO. _____ REVISION _____ DATE _____ APPD _____

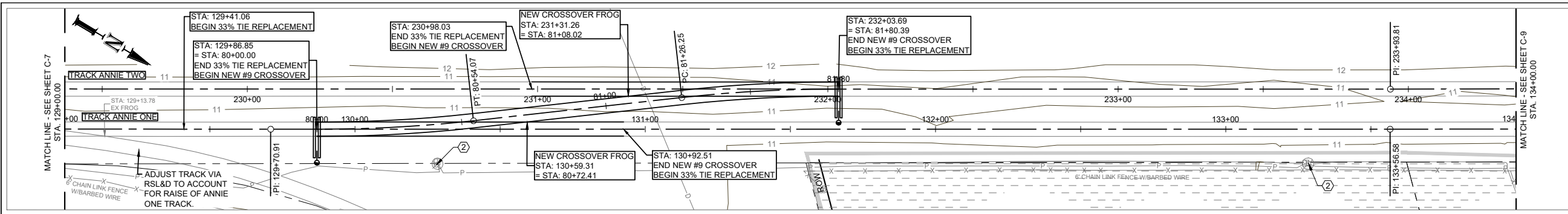
FINAL CONSTRUCTION CHECKED _____ DATE Apr 2024 SCALE 1" = 20'

DESIGNED _____ CHECKED _____
 BY CNS CNS
 DATE _____ DRAWN _____ PROJECT NAME ANNIE-TRACKS
 COB ANNIE-TRACKS
 FIELD BOOKS _____ DRAWING NAME ANNIE-CONST.DWG _____ DATE 04/15/2024

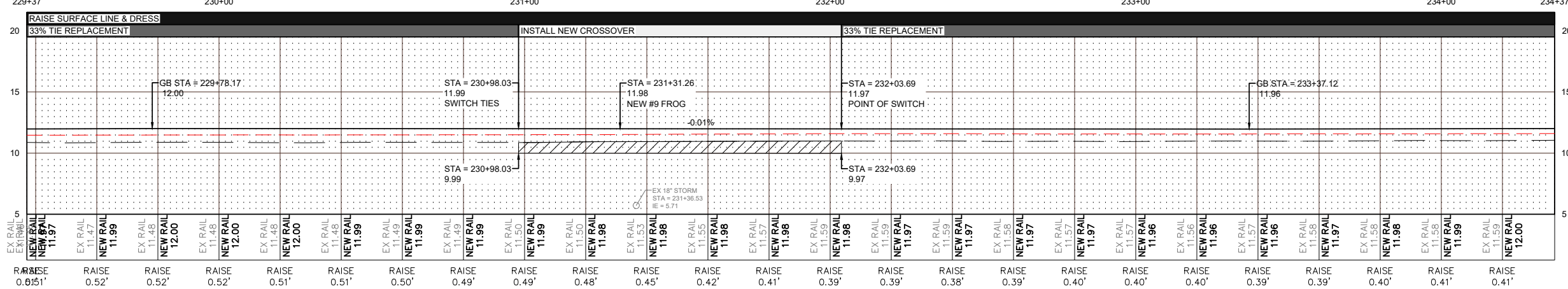
CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLAN & PROFILE
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 124+00 - 129+00 | STA: 224+37 - 229+37

ENGINEERING DIVISION MANAGER _____

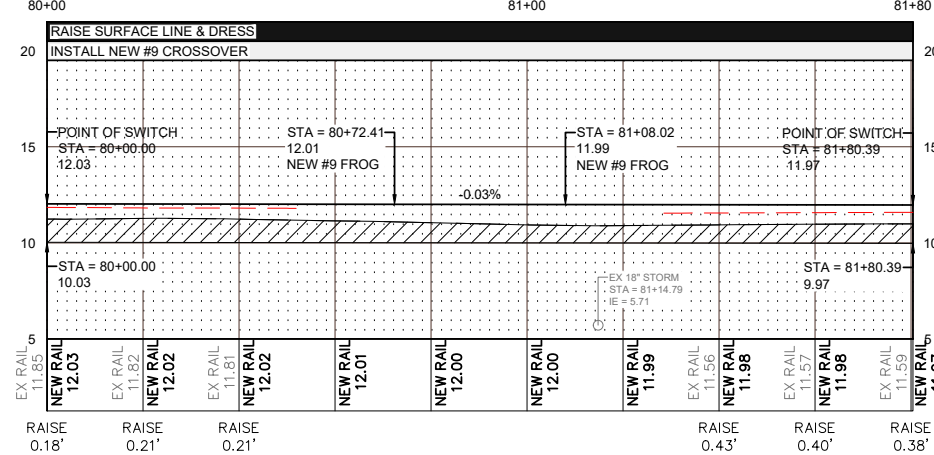
SHEET NO. 15
 SHEET C-7 OF C-11



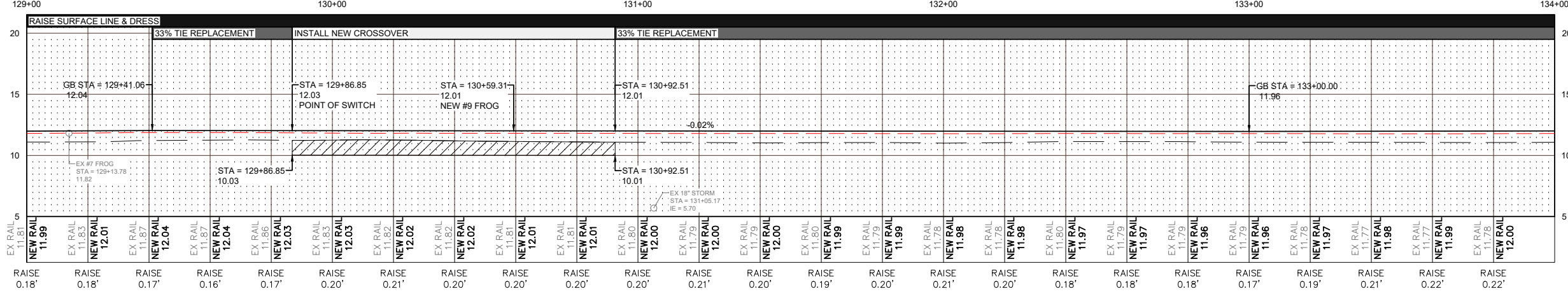
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NEW CROSSOVER | SCALE: 1" = 5' V

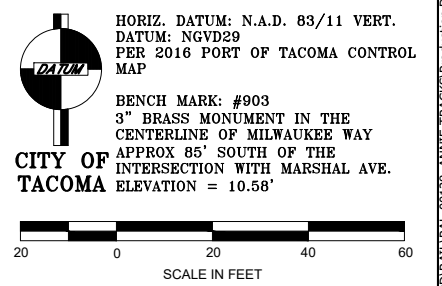


ANNIE ONE | STA: 129+00.00 TO 134+00.00 | SCALE: 1" = 5' V

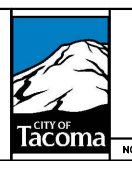


- ### CONSTRUCTION NOTES
- 1 PROVIDE INLET PROTECTION TO PROPOSED CATCH BASIN PER SPECIFICATION 8-01 UNTIL END OF CONSTRUCTION ACTIVITIES
 - 2 PROTECT EXISTING POLES
 - 3 DELIVER EXISTING SWITCH STAND TO TACOMA RAIL
 - 4 DELIVER EXISTING FROG TO TACOMA RAIL
 - 5 WELD AHEAD OF POINTS
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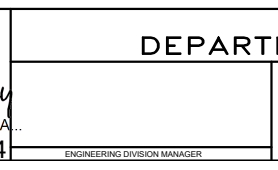


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DATE	Apr 2024	SCALE	1" = 20'
DESIGNED	CNS	CHECKED	CNS
DRAWN	COB	PROJECT NAME	ANNIE-TRACKS
DRAWING NAME	ANNIE-CONST.DWG		
DATE	04/15/2024		

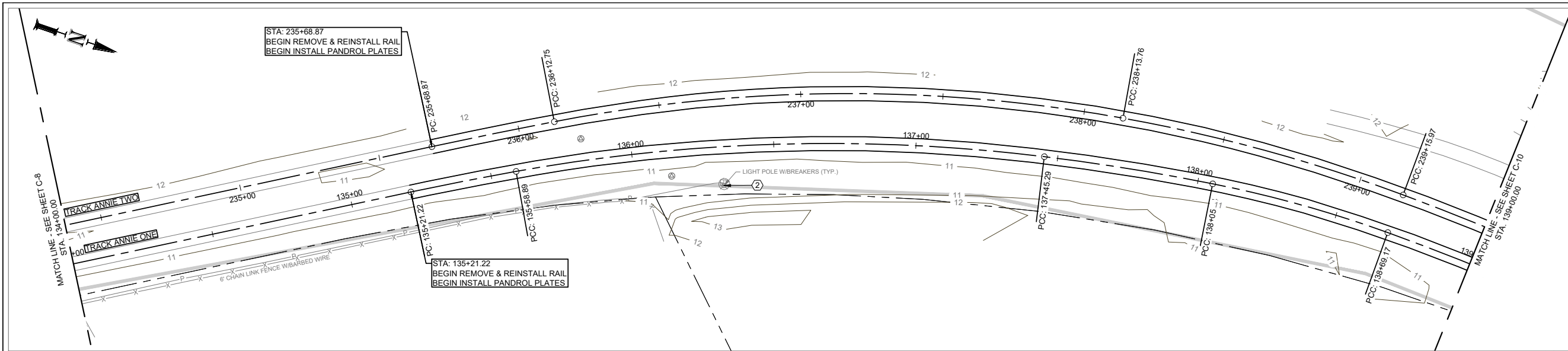


CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION PLAN & PROFILE
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 129+00 - 134+00 | STA: 229+37 - 234+37

SHEET NO. 16
 SHEET C-8 OF C-11

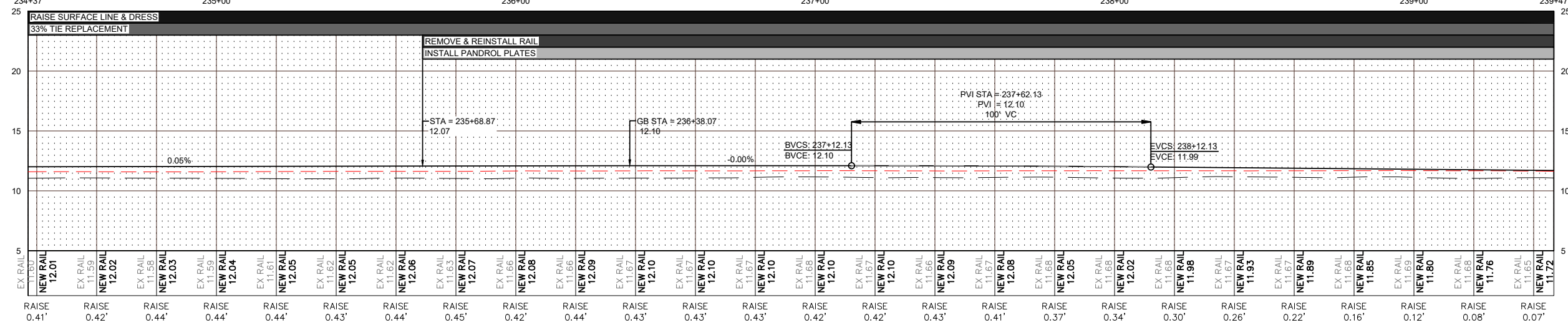
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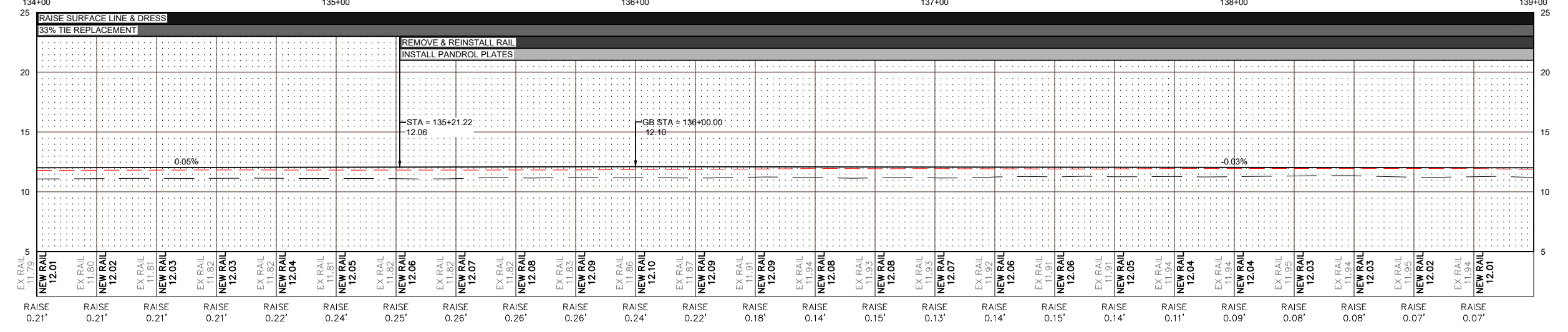
- ### CONSTRUCTION NOTES
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ANNIE TWO | STA: 234+50.00 TO 239+50.00 | SCALE: 1" = 5' V



ANNIE ONE | STA: 134+00.00 TO 139+00.00 | SCALE: 1" = 5' V



HORIZ. DATUM: N.A.D. 83/11 VERT. DATUM: NGVD29 PER 2016 PORT OF TACOMA CONTROL MAP

BENCH MARK: #903
 3" BRASS MONUMENT IN THE CENTERLINE OF MILWAUKEE WAY APPROX 85' SOUTH OF THE INTERSECTION WITH MARSHAL AVE. ELEVATION = 10.58'

SCALE IN FEET

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NO.	REVISION	DATE	APPD.

FINAL CONSTRUCTION CHECKED	DATE	SCALE
	Apr 2024	1" = 20'
DESIGNED	CNS	CNS
CHECKED	CNS	CNS
DRAWN	COB	PROJECT NAME
		ANNIE-TRACKS
FIELD BOOKS	DRAWING NAME	
	ANNIE-CONST.DWG	

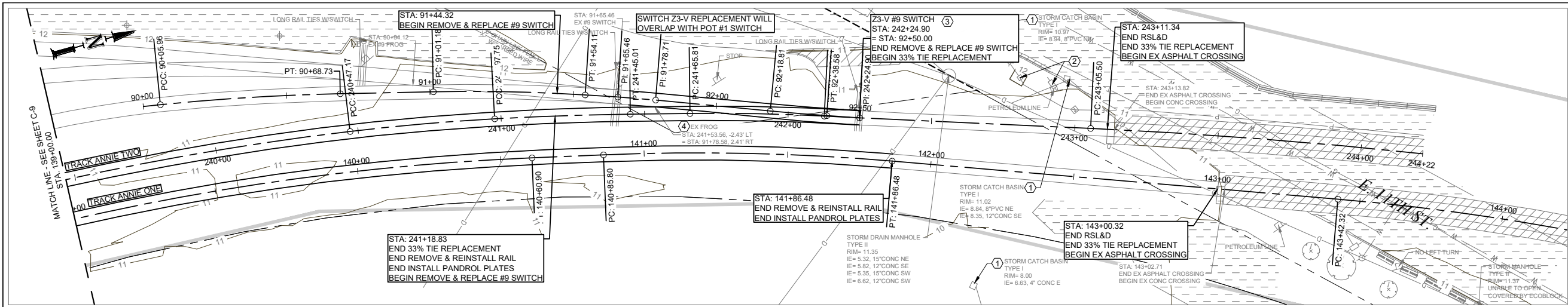
04/15/2024

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS
CONSTRUCTION PLAN & PROFILE
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 134+00 - 139+00 | STA: 234+37 - 239+47

ENGINEERING DIVISION MANAGER

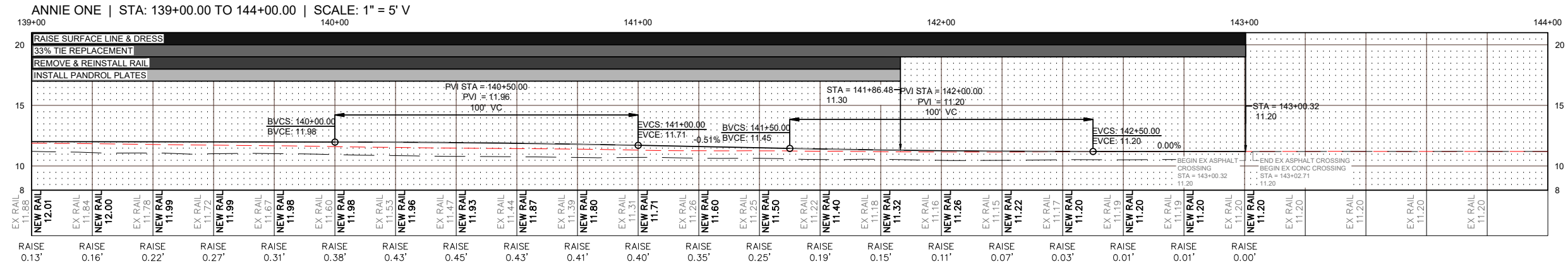
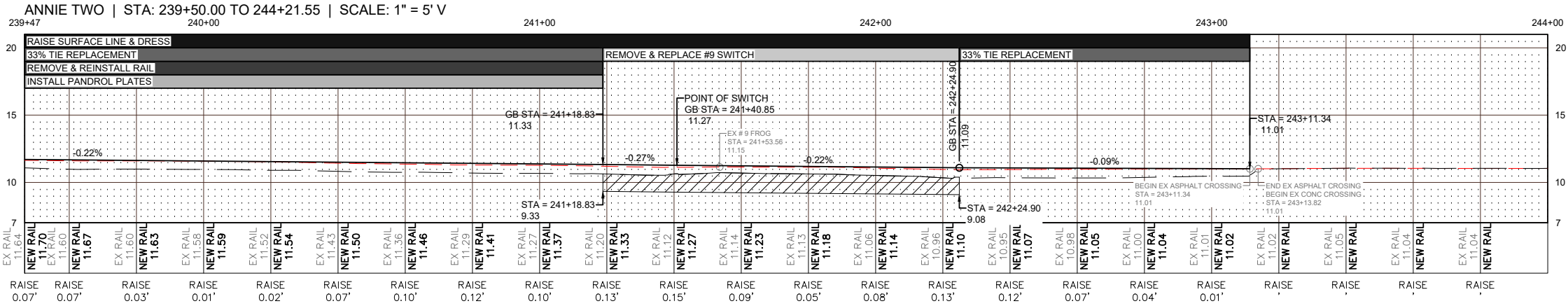
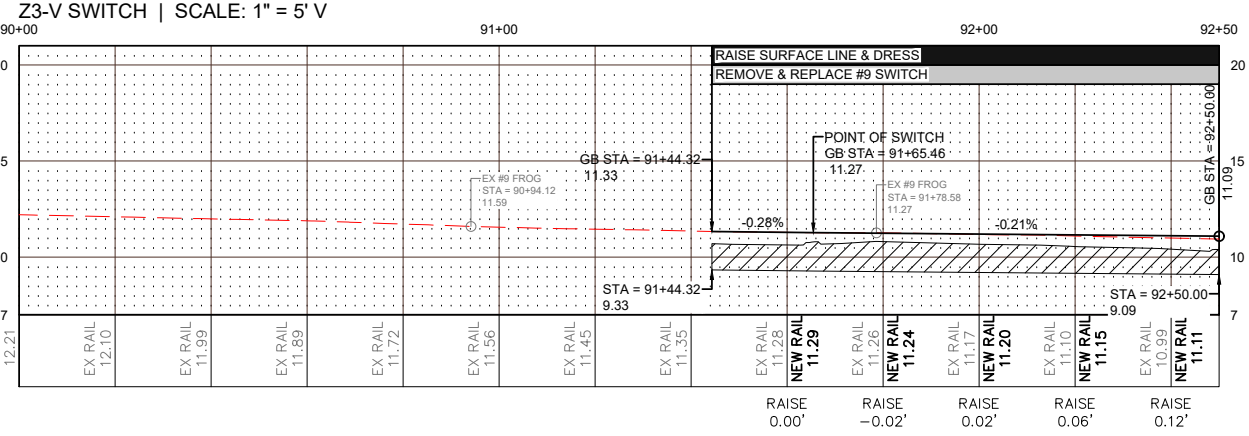
SHEET NO.	17
SHEET	C-9 OF C-11

RAL-00128-02



- ### CONSTRUCTION NOTES
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CITY OF TACOMA

REVISION

NO	DATE	APPD

ANNIE CONST. DWG

04/15/2024

ENGINEERING DIVISION MANAGER

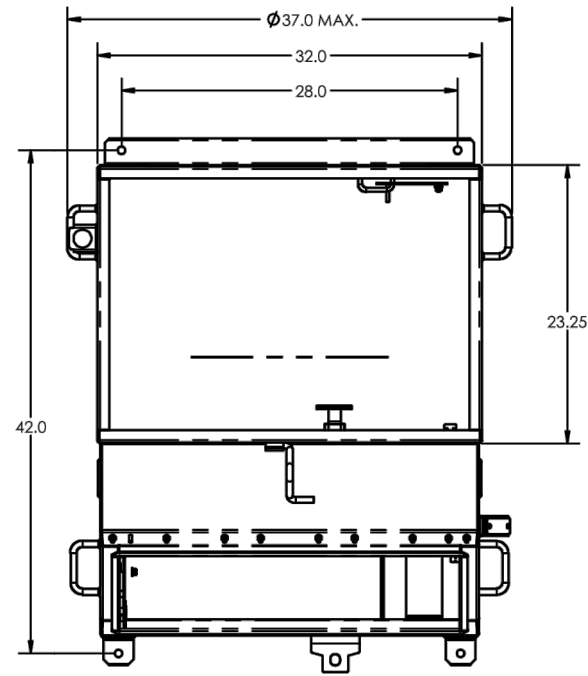
CITY OF TACOMA
 DEPARTMENT OF PUBLIC WORKS

CONSTRUCTION PLAN & PROFILE
 ANNIE TRACKS SWITCH & CURVE UPGRADE
 STA: 139+00 - 144+00 | STA: 239+47 - 244+00

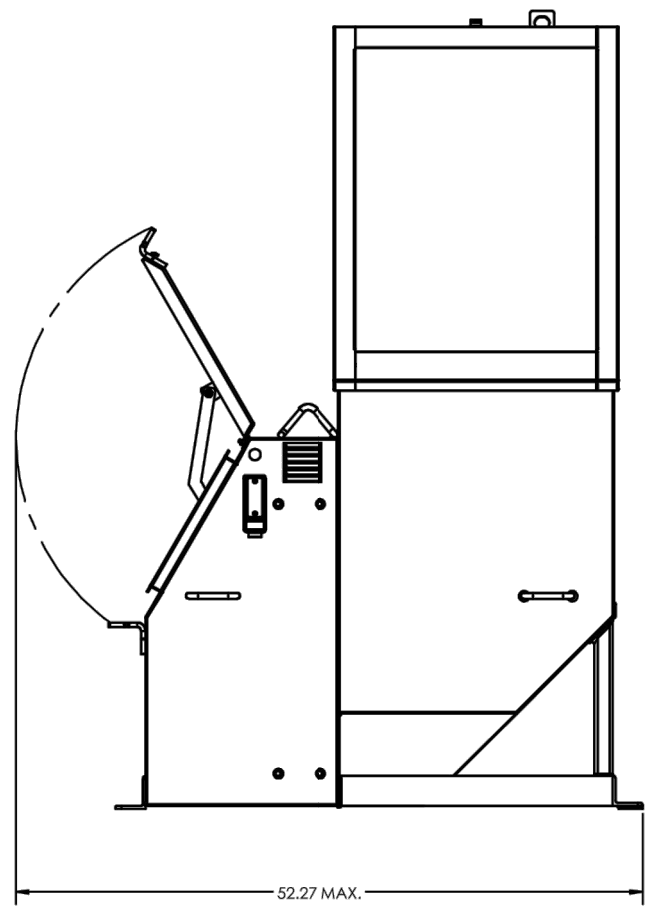
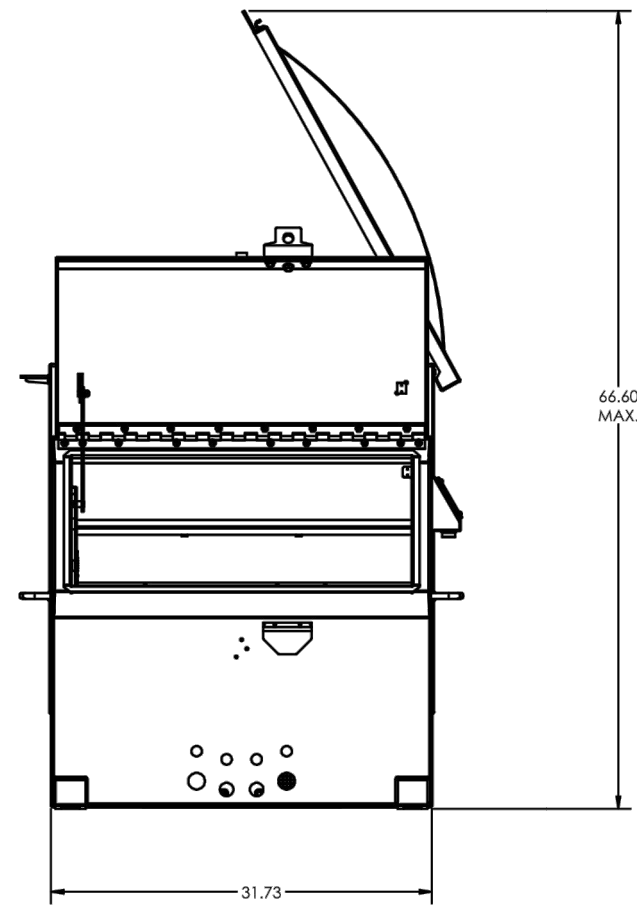
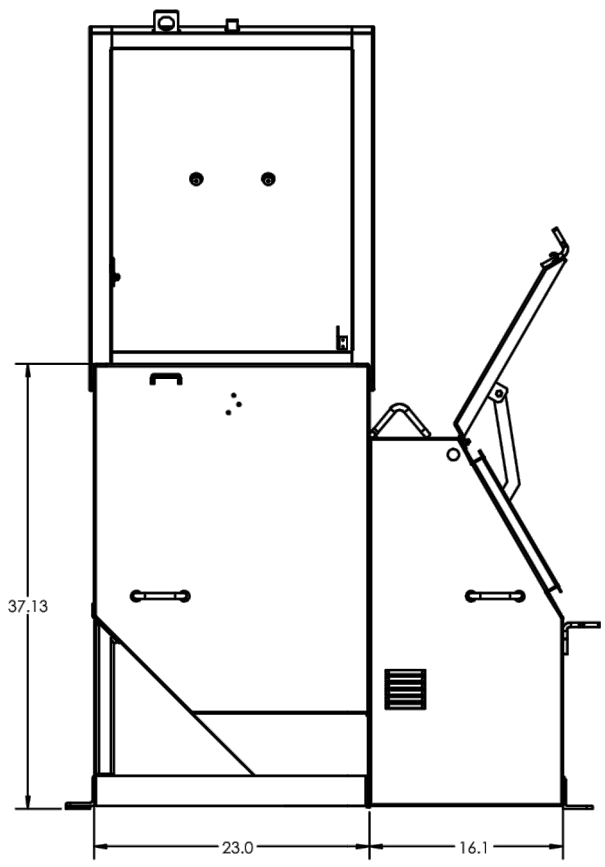
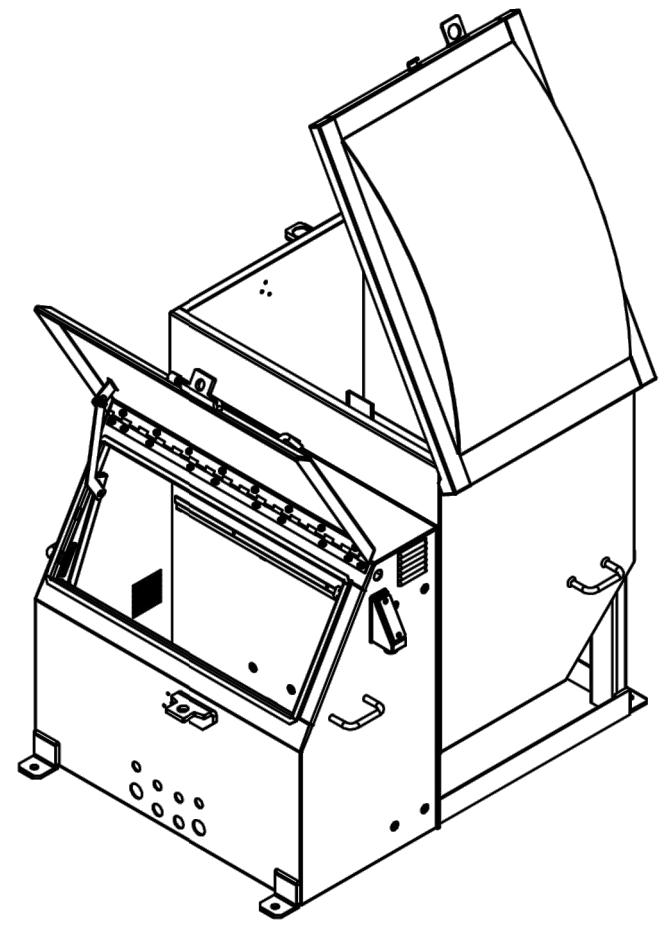
RAL-00128-02

SHEET NO. 18

SHEET C-10 OF C-11



LIDS REMOVED FOR VIEW CLARIFICATION



REFERENCE ONLY

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 LE DESSIN ESTE LA PROPRIETE DE LBFoster Technologies Ferroviaires Canada Ltée ET EST PRETE AU RECEPIENDAIRE AFON D'ETRE UTILISE SEULEMENT POUR L'ENTRETIEN DE L'ARTICLE AUQUEL IL SE REFERE. CE DESSIN NE DOIT ETRE COPIE, OU DUPLIQUE, OU SA POSSESSION TRANSFEREE A L'EMPLOI D'UN AUTRE.

FILENAME / NOM DU FICHER PIV 800 Hybrid Assy Supplied
 X:\DWG\SWLubricators\PIV 800# Series\PIV 800# Hybrid Assy(Drawing)

DRAWN BY / DESSINE PAR LSC
 DATE 28/06/2016
 CHECKED BY / VERIFIE PAR
 DATE
 IF IN DOUBT, ASK. REPORT ALL ERRORS TO THE DESIGN OFFICE.

UNLESS OTHERWISE SPECIFIED, ALL DIMENSIONS ARE IN INCHES.
 SAUF INDICATIONS CONTRAIRES, TOUTES LES DIMENSIONS SONT EN POUCES

.X" .05"
 .XX" .01"
 .XXX" .005"
 XX/XX" 1/64"
 .X" .1"

NOTES
 SCALE / ECHELLE 1:8
 PAGE 2 OF/DE 2

MATERIAL / MATERIEL
 OTHER SPECIFICATIONS / AUTRES SPECIFICATIONS
 PART NUMBER / NUMERO DE PIECE N/A

ZONE	REV.	DESCRIPTION	DATE	APPROVED
-	-	See Sheet1	-	-

REVISION TABLE

LBFoster
 Rail Technologies
 172 Brunswick Blvd., Pointe-Claire, Quebec, H9R 5P9

TITLE / TITRE
PIV-800 Hybrid
Supplied Sub-Assembly

DRAWING NUMBER / NUMERO DE DESSIN	SHEET / PAPIER	REVISION
100-10-299	D	10

PART III

CITY OF TACOMA

EQUITY IN CONTRACTING PROGRAM

THERE ARE NO EIC REQUIREMENTS FOR THIS SOLICITATION. However, the City of Tacoma is committed to equality in contracting for under-utilized small, minority and women-owned businesses and we encourage you to locate these firms by visiting the Washington State Office of Minority and Women's Business Enterprises - [Washington State Office of Minority & Women's Business Enterprises Certification Management System \(diversitycompliance.com\)](http://diversitycompliance.com)

Tacoma Municipal Code (TMC) Chapter 1.07 – Equity in Contracting

PART IV

CITY OF TACOMA

**LOCAL EMPLOYMENT AND APPRENTICESHIP
TRAINING PROGRAM (LEAP) REGULATIONS FOR
PUBLIC WORKS CONTRACTS**



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT Requirement:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
 - a) Civil Projects over \$250,000
 - b) Building Projects over \$750,000

2. **APPRENTICE Requirement:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. **FAILURE TO MEET LEAP UTILIZATION REQUIREMENT:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

- 100% achievement \$0.00 penalty
- 99% to 90% achievement \$2.00 penalty
- 89% to 75% achievement \$3.50 penalty
- 74% to 50% achievement \$5.00 penalty
- 49% to 1% achievement \$7.50 penalty
- 0% achievement \$10.00 penalty

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted, **upon request**, for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls and No Work Performed Statements:** to be submitted via LCP Tracker weekly, biweekly or monthly.
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or leap@cityoftacoma.org

CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

- 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
- 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
- 3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

H. “Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. “Estimated Cost” shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. “Estimated Labor Hours” shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. “Existing Employee” shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. “Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. “LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

N. “LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

O. “LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

P. “LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. “Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

R. “Project Engineer” shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. “Public Work or Improvement” shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. “Resident of Tacoma” shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

U. “Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. “Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.

W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as “Building Projects” or “Civil Projects.”

X. “Subcontractor” means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Y. “Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

Z. “Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP goals.

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor’s or Provider’s plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City’s pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor’s existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor’s breach of these performance requirements, which shall be published with the City’s call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor’s or Service Provider’s and all Subcontractor’s employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager’s and Director’s findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- Provide information to the LEAP Office (see LEAP contact information below). Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- LEAP Employee Verification. Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- All certified payrolls. Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces varying workforce utilization requirements on City projects based on certain monetary thresholds and project locations.

Local Employment Utilization Requirement - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

Apprenticeship Utilization Requirement – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

***Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is subject to the:

- 1. 15% Local Employment Utilization Requirement**
- 2. 15% Apprentice Utilization Requirement**

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office
 747 Market Street, Room 900
 Tacoma, WA 98402
 (253) 591-5590 or leap@cityoftacoma.org
 www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Submit upon request from LEAP Office

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): Asian/Pac Isl. Black Hispanic Native American White Other

Gender (*optional*): MALE FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprenticeship Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

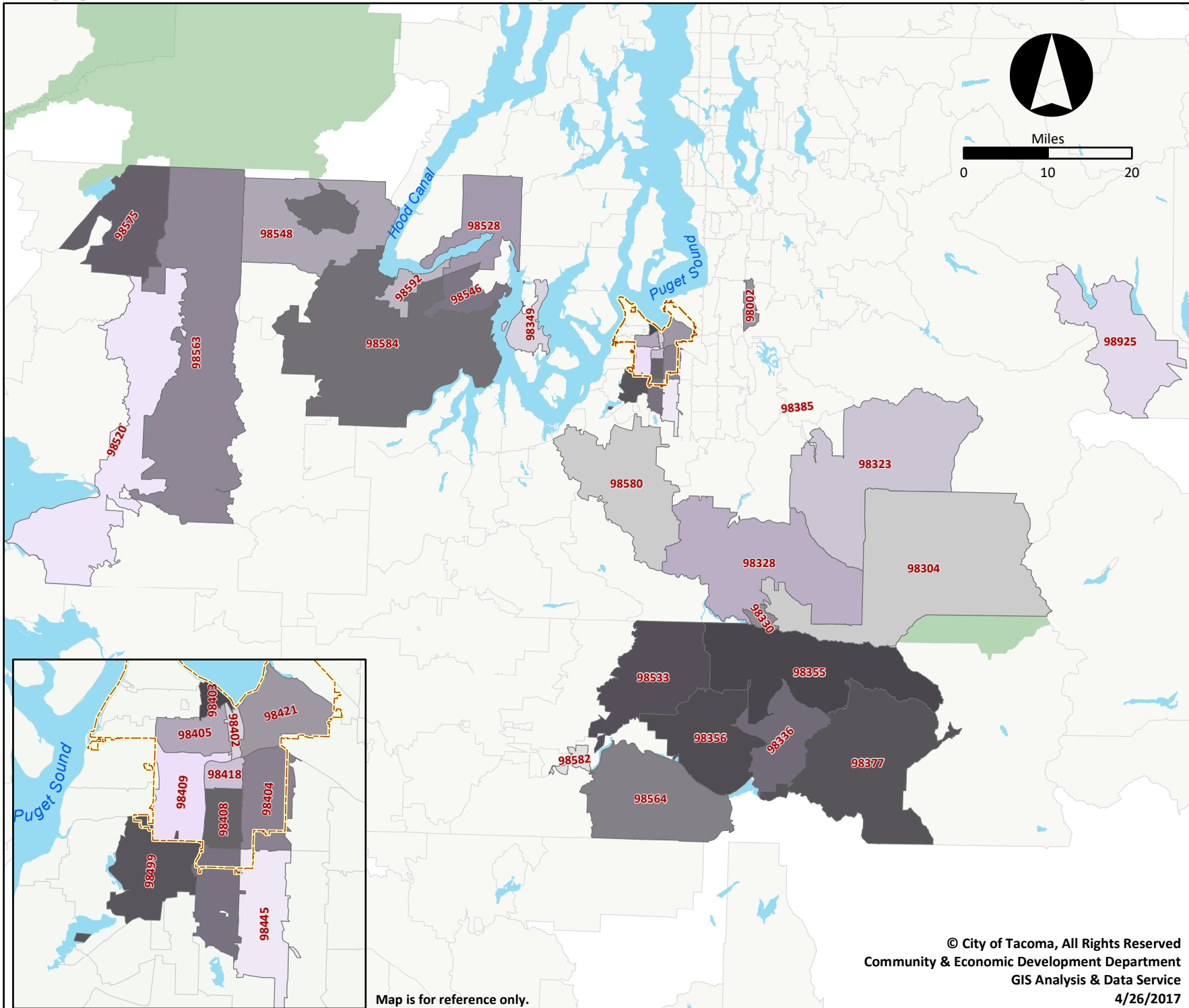
No PO Boxes

Contractor Representative: _____

Date: _____

Title: _____

Appendix C: Economically Distressed ZIP Codes Map



City Limits

- 98002
- 98304
- 98323
- 98328
- 98330
- 98336
- 98349
- 98355
- 98356
- 98377
- 98385
- 98520
- 98528
- 98533
- 98546
- 98548
- 98563
- 98564
- 98575
- 98580
- 98582
- 98584
- 98592
- 98925
- 98402
- 98403
- 98404
- 98408
- 98409
- 98418
- 98421
- 98444
- 98445
- 98499

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 Community & Economic Development Department
 GIS Analysis & Data Service
 4/26/2017

Map is for reference only.

Z:\R2017\7\188\Mxd\Priority Hire Zipcodes 8x11 042617.mxd Created by: aabramovich

LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

98402	98421
98403	98422
98404	98424
98405	98444
98406	98445
98407	98465
98408	98466
98409	98467
98418	

Check addresses here:

[https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?
id=38107f6b096a4b8280c0d9b8a05bc7eb](https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb)

LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas

(Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downtown
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

ONLY FOR APPRENTICE UTILIZATION REQUIREMENT

Tacoma Public Utilities Infrastructure and Service Area (Apprentices)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspport	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

PART V

STATE PREVAILING WAGE RATES

AND

GENERAL REQUIREMENTS

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

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

REQUIRED FILINGS

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

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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.

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.