

City of Tacoma Department of Public Works

SPECIFICATION NO. PW20-0245N

TACOMA'S TRAILS TO TRANSIT CONNECTOR

Project No. PWK-G0044

CITY OF TACOMA

DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO. PW20-0245N

TACOMA'S TRAILS TO TRANSIT CONNECTOR



PROJECT NO. PWK-G0044

Basel Kitmitto, Project Manager. Engineering Division Public Works Department

Brennan Kidd, P.E. Engineering Division Public Works Department Room 544, Tacoma Municipal Building Tacoma, Washington 98402-3701

Room 644, Tacoma Municipal Building Tacoma, Washington 98402-3701

SPECIFICATION NO. PW20-0245N

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City of Tacoma Public Works Engineering

REQUEST FOR BIDS PW20-0245N Tacoma's Trail to Transit Connector

Submittal Deadline: 11:00 a.m., Pacific Time, Thursday, September 3, 2020

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

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

Until further notice, public Bid Opening meetings have been cancelled.

Submittals in response to a RFB will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to <u>www.TacomaPurchasing.org.</u>

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

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

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

Project Scope: This contract shall generally consist of furnishing, installing, and/or removing pavement markings on concrete and asphalt surfaces of varying quality as described in these contract specifications, including but not limited to marking of centerlines, lane lines, turn lanes, bike lanes/buffers, parking lines, wide lines, turn arrow markings, stop lines, crosswalks, and symbols/legends. The majority of the work entails the removal of existing striping elements and replacing with new striping/marking elements at same and/or different positions/extents based on the provided channelization plans and these contract specifications. The extent of the work area pertains to two areas: 1) Mildred Street from North 9th Street to approximately 300 feet south of South 12th Street, inclusive; and 2) South 15th Street from approximately 100 feet west of Fawcett Avenue to Hood Street, inclusive, and portions of roadways connecting the intersection of South 15th Street to Pacific Avenue at South 14th Street.

Estimate: \$167,500

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit <u>www.cityoftacoma.org/employmentstandards</u>.

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Dawn DeJarlais, Buyer by email to <u>ddejarlais@cityoftacoma.org</u>.

Protest Policy: City of Tacoma <u>protest policy</u>, located at <u>www.tacomapurchasing.org</u>, 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.

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

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

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

- 1. <u>BID PROPOSAL</u>: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
- 2. <u>SIGNATURE PAGE</u>: 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. <u>SUSTAINABILITY:</u> To be filled in by the bidder.
- 4. <u>ACH PAYMENT ACCEPTANCE:</u> To be filled in by the bidder.
- <u>STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE</u> <u>INFORMATION</u>: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
- 6. <u>CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES</u>: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
- <u>EQUITY IN CONTRACTING (EIC) UTILIZATION FORM</u> Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

Bidders shall meet the percent sub-contracting requirements listed on the EIC Requirement Form to be considered responsive. Bidders unable to meet the percent sub-contracting requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations Manual located in PART III of these Specifications.

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

POST AWARD FORMS EXECUTED UPON AWARD:

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

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

CITY OF TACOMA FINANCE/PURCHASING DIVISION SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – 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 <u>bids@cityoftacoma.org</u> 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.

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

Equity in Contracting Requirements

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
3%	9%	18%

A list of EIC-eligible companies is available on the following web site addresses:

www.cityoftacoma.org/sbe www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: PW20-0245N Date of Record: 8.14.2020

*For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. PW20-0245N Tacoma's Trails to Transit Connector

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. PWK-G0044 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.

ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED <u>QUANTITY</u>	UNIT <u>PRICE</u>	TOTAL <u>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 . 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$
4. 8-09	Raised Pavement Marker Type 2	2 Hundred	\$	\$
5. 8-22	Painted Wide Lane Line	65 Lin. Ft.	\$	\$
6. 8-22	Painted Wide Dotted Entry Line	57 Lin. Ft.	\$	\$
7. 8-22	Plastic Line	15,409 Lin. Ft.	\$	\$
8 . 8-22	Plastic Wide Lane Line	7,189 Lin. Ft.	\$	\$
9. 8-22	Plastic Dotted Entry Line	1,358 Lin. Ft.	\$	\$
10. 8-22	Plastic Wide Dotted Entry Line	1,745 Lin. Ft.	\$	\$
	or's Name: tion No. PW20-0245N			

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ITEM <u>NO.</u>	ITEM DESCRIPTION	ESTIMATED <u>QUANTITY</u>	UNIT <u>PRICE</u>	TOTAL <u>AMOUNT</u>
11. 8-22	Plastic 12-inch Stop Line	214 Lin. Ft.	\$	\$
12. 8-22	Plastic 24-inch Crosshatch Marking	206 Lin. Ft.	\$	\$
13. 8-22	Plastic 4-inch Hatch or Chevron Line	3,294 Lin. Ft.	\$	\$
14. 8-22	Painted Traffic Arrow	2 Each	\$	\$
15. 8-22	Painted Traffic Letter	4 Each	\$	\$
16. 8-22	Plastic Traffic Arrow	45 Each	\$	\$
17. 8-22	Plastic Traffic Letter	59 Each	\$	\$
18. 8-22	Plastic Crosswalk Line	333 Sq. Ft.	\$	\$
19. 8-22	Plastic Bicycle Lane Symbol with Arrow	50 Each	\$	\$
20. 8-22	Plastic Shared Lane Marking	11 Each	\$	\$
21. 8-22	Green Pavement Marking	304 Sq. Ft.	\$	\$
22 . 8-22	Removing Paint Line	9,606 Lin. Ft.	\$	\$
23 . 8-22	Removing Plastic Line	3,093 Lin. Ft.	\$	\$
24 . 8-22	Removing Plastic Crosswalk Line	107 Sq. Ft.	\$	\$
25 . 8-22	Removing Plastic Traffic Marking	31 Each	\$	\$
Total E				

Proposal for Incorporating Recycled Materials into the Project

In compliance with a new law that went into effect January 1, 2016 (SHB1695), the Bidder shall propose below, the total percent of construction aggregate and concrete materials to be incorporated into the Project that are recycled materials. Calculated percentages must be within the amounts allowed in Section 9 03.21(1)E, Table on Maximum Allowable Percent (By Weight) of Recycled Material, of the Standard Specifications.

Proposed total percentage: ______ percent (%)

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-03.1 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1 06.6 of the Special Provisions.

Bidder:	
Signature of Authorized Official:	
Official:	
Date:	

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS ENGINEERING

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. PW20-0245N Tacoma's Trails to Transit Connector

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 into Contracts for Bidder/Proposer	Enter Date
Address		Printed Name and Title	
City, State, Zip		(Area Code) Telephone Number / I	Fax Number
E-Mail Address		· · · ·	
E.I.No. / Federal Social Security Number Used on Quarterly		State Business License Number in WA, also known as UBI (Unified Busines	s Identifier) Number
Federal Tax Return, U.S. Treasury Dept. Form 941		State Contractor's License Numbe (See Ch. 18.27, R.C.W.)	r
ddendum acknowledgement #1	#2_	#3 #4	#5

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Sustainability

The City has an interest in sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

1. Have you incorporated sustainability into your everyday business practices? Y/N Please describe

2. Have you taken measures to minimize impacts to the environment in the delivery of proposed goods and/or services? Y/N Please describe.

3. Please describe the estimated percentage of material to be recycled or reused under this project _____%.

ACH PAYMENT ACCEPTANCE

Does your firm accept payment by Visa credit card? __Y ___N <u>NOTE</u>: The City of Tacoma will not accept price changes or pay additional fees when a credit card is used.

Does your firm accept payment by EFT/ACH? __Y ___N (Electronic Funds Transfer (EFT) by Automated Clearing House (ACH))

	Specification No.						
Nar	ne of Bidder:						
State Responsibility and Reciprocal Bic	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						



Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (September 3, 2020), 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 Autl	horized Official*		
Printed Name			
Title			
Date	City		State
Check One:			
Individual 🗆	Partnership 🗆	Joint Venture 🗆	Corporation 🗆
State of Incorpor formed:	ration, or if not a corpor	ation, the state where b	ousiness entity was
If a co-partnersh	ip, give firm name unde	er which business is trai	nsacted:

^{*} 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.



City of Tacoma Community & Economic Development Office of Equity in Contracting 747 Market Street, Rm 900 Tacoma WA 98402 253-591-5075

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the EIC subcontractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

- Prime contractors are encouraged to solicit bids from EIC approved firms.
- Be sure to include this form with your bid submittal in order to receive EIC credit.

• It is the prime contractor's responsibility to check the certification status of EIC subcontractors prior to the submittal deadline.

Bidder's Name:

Address:			City/State	e/Zip:				
Spec. No Base Bid * \$				Complete company names and phone numbers are required to verify your EIC usage.				
a. Company Name and Telephone Number	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	А	d. ntractor Bid mount 100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization	%		k. SBE Util	ization %			

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

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor's responsibility to check the status of EIC subcontractors prior to bid opening. Call the EIC Office at 253-591-5075 for additional information.

PART II

SPECIAL PROVISIONS

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1 INTRODUCTION

2 (April 1, 2018 Tacoma GSP)

3 4 The following special provisions shall be used in conjunction with the "2020 Standard 5 Specifications for Road. Bridge and Municipal Construction" and "Standard Plans for Road, Bridge, and Municipal Construction" as prepared by the Washington State 6 7 Department of Transportation (WSDOT). State Standard Specifications are available 8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may 9 be downloaded, free of charge, from this location on the WSDOT home page: 10 http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm 11 12 These Special Provisions are made up of both General Special Provisions (GSPs) from 13 various sources, which may have project-specific fill-ins; and project-specific Special 14 Provisions. Each Provision either supplements, modifies, or replaces the comparable 15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or 16 addition to any subsection or portion of the Standard Specifications is meant to pertain 17 only to that particular portion of the section, and in no way should it be interpreted that 18 the balance of the section does not apply. 19 20 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its 21 source, as follows: 22 (May 18, 2007 APWA GSP) 23 (August 7, 2006 WSDOT GSP) 24 (April 2, 2007 Tacoma GSP) 25 26 The project specific Special Provisions are labeled under the headers of each Special 27 Provision as follows: (*****) 28 29 30 A pre-bid conference will not be held. 31 32 **DESCRIPTION OF WORK** (*****) 33 34 35 This contract shall generally consist of furnishing, installing, and/or removing pavement 36 markings on concrete and asphalt surfaces of varying quality as described in these 37 contract specifications, including but not limited to marking of centerlines, lane lines, turn 38 lanes, bike lanes/buffers, parking lines, wide lines, turn arrow markings, stop lines, 39 crosswalks, and symbols/legends. The majority of the work entails the removal of 40 existing striping elements and replacing with new striping/marking elements at same 41 and/or different positions/extents based on the provided channelization plans and these 42 contract specifications. The extent of the work area pertains to two areas: 1) Mildred

- 43 Street from North 9th Street to approximately 300 feet south of South 12th Street,
- 44 inclusive: and 2) South 15th Street from approximately 100 feet west of Fawcett Avenue 45 to Hood Street, inclusive, and portions of roadways connecting the intersection of South
- 15th Street/Hood Street to Pacific Avenue at South 14th Street. 46
- 47
- 48 49

END OF SECTION

1 1-01 DEFINITIONS AND TERMS

- 2
- 3 1-01.3 Definitions

4 (January 4, 2016 APWA GSP)

5 6

7

8

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

9 Dates

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

12 Award Date

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

15 **Contract Execution Date**

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

17 Notice to Proceed Date

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

19 Substantial Completion Date

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

25 **Physical Completion Date**

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

29 **Completion Date**

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

34 Final Acceptance Date

- 35 The date on which the Contracting Agency accepts the Work as complete.
- 36
- 37 Supplement this Section with the following:
- 38
- 39 All references in the Standard Specifications, Amendments, or WSDOT General Special
- 40 Provisions, to the terms "Department of Transportation", "Washington State
- 41 Transportation Commission", "Commission", "Secretary of Transportation", "Secretary",
- 42 "Headquarters", and "State Treasurer" shall be revised to read "Contracting Agency".
- 43
- 44 All references to the terms "State" or "state" shall be revised to read "Contracting
- 45 Agency" unless the reference is to an administrative agency of the State of Washington,
- 46 a State statute or regulation, or the context reasonably indicates otherwise.
- 47

- 1 All references to "State Materials Laboratory" shall be revised to read "Contracting
- 2 Agency designated location".
- 3

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

6 and acceptance granted.

7

8 Additive

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

12

13 Alternate

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

1718 Business Day

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

21

22 Contract Bond

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

26

27 **Contract Documents**

28 See definition for "Contract".

29

30 Contract Time

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

33

34 Notice of Award

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

37

38 Notice to Proceed

39 The written notice from the Contracting Agency or Engineer to the Contractor authorizing

- 40 and directing the Contractor to proceed with the Work and establishing the date on
- 41 which the Contract time begins.
- 42
- 43 Traffic
- Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs,
 and equestrian traffic.
- 46

47 This section is supplemented with the following:

48 (April 15, 2020 Tacoma GSP)

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

- 1 All references in the Standard Specifications to the term "Proposal Bond" shall be
- 2 revised to read "Bid Bond."
- 3

4 Base Bid

5 The summation of Bid Item amounts (extensions) in the Bid Forms, excluding Additives,

- 6 Alternates, Deductives, Force Accounts, and taxes collected separately pursuant to 7 Section 1-07.2.
- 8

9 Calendar Day

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

12

13 Change Order

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

18

19 **Day**

20 Unless otherwise specified, a calendar day. 21

22 Deductive

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

2627 Grand Total Price

28 The Grand Total Price of the Contract will include the Base Bid, Additives, Alternates,

29 Deductives, Force Accounts, and taxes collected separately pursuant to Section 1-07.2.

30

31 Standard Specifications

- 32 Divisions One through Nine of the specified edition of the WSDOT "Standard
- 33 Specifications for Road, Bridge, and Municipal Construction."
- 34
- 35

36

37

- 38
- 39

END OF SECTION

1 1-02 BID PROCEDURES AND CONDITIONS

2 **1-02.1 Prequalification of Bidders**

- 3 Delete this section and replace it with the following:
- 4 5

1-02.1 Qualifications of Bidder

6 (January 24, 2011 APWA GSP)

7

8 Before award of a public works contract, a bidder must meet at least the minimum

9 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified
 10 to be awarded a public works project.

11

12 **1-02.2 Plans and Specifications**

- 13 (June 27, 2011 APWA GSP)
- 14 Delete this section and replace it with the following:
- 15

16 Information as to where Bid Documents can be obtained or reviewed can be found in the 17 Call for Bids (Advertisement for Bids) for the work.

- 17 Call for Blds (Advertisement for Blds) for 18
- 19 After award of the contract, plans and specifications will be issued to the Contractor at
- 20 no cost as detailed below:
- 21

To Prime Contractor	No. of Sets	Basis of Distribution
Reduced plans (11" x 17")	6	Furnished automatically upon award.
Contract Provisions	6	Furnished automatically upon award.

22

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

2526 1-02.4(1) General

27 (August 15, 2016 APWA GSP Option B)

28

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

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

35

36 **1-02.5 Proposal Forms**

37 (July 31, 2017 APWA GSP)

38 Delete this section and replace it with the following:

39

40 The Proposal Form will identify the project and its location and describe the work. It will

41 also list estimated quantities, units of measurement, the items of work, and the materials

- 42 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
- 43 form that call for, but are not limited to, unit prices; extensions; summations; the total bid

1 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment 2 of addenda; the bidder's name, address, telephone number, and signature; the bidder's UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's 3 4 Registration Number; and a Business License Number, if applicable. Bids shall be 5 completed by typing or shall be printed in ink by hand, preferably in black ink. The 6 required certifications are included as part of the Proposal Form. 7 8 The Contracting Agency reserves the right to arrange the proposal forms with alternates 9 and additives, if such be to the advantage of the Contracting Agency. The bidder shall 10 bid on all alternates and additives set forth in the Proposal Form unless otherwise 11 specified. 12 13 1-02.6 Preparation of Proposal 14 (July 11, 2018 APWA GSP) 15 Supplement the second paragraph with the following: 16 4. If a minimum bid amount has been established for any item, the unit or lump 17 sum price must equal or exceed the minimum amount stated. 18 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be 19 initialed by the signer of the bid. 20 21 Delete the last three paragraphs, and replace them with the following: 22 23 If no Subcontractor is listed, the Bidder acknowledges that it does intend to use any 24 Subcontractor to perform those items of work. 25 26 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law 27 Compliance form, provided by the Contracting Agency. Failure to return this certification 28 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for 29 Award. A Contractor Certification of Wage Law Compliance form is included in the 30 Proposal Forms. 31 32 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner. 33 34 A bid by a corporation shall be executed in the corporate name, by the president or a 35 vice president (or other corporate officer accompanied by evidence of authority to 36 sign). 37 38 A bid by a partnership shall be executed in the partnership name, and signed by a 39 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any 40 UDBE requirements are to be satisfied through such an agreement. 41 42 A bid by a joint venture shall be executed in the joint venture name and signed by a 43 member of the joint venture. A copy of the joint venture agreement shall be submitted 44 with the Bid Form if any UDBE requirements are to be satisfied through such an 45 agreement. 46 47 The fourth paragraph is revised to read: 48 (October 18, 2013 Tacoma GSP) 49 50 The bidder shall submit the following completed forms: 51 City of Tacoma – Equity in Contracting Utilization Form

- 1 1-02.6(1) Recycled Materials Proposal
- 2
- (January 4, 2016 APWA GSP)
- 3

4 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials 5 into the project, using the form provided in the Contract Provisions.

6 7

1-02.9 Delivery of Proposal

8 Delete this section and replace it with the following:

9

10 Each Proposal shall be submitted to the City electronically via email to

11 bids@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted on the 12 subject line of the email, or as otherwise required in the Bid Documents, to ensure

13 proper handling and delivery. All electronic documents shall be in PDF format.

14

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

17 18

19

20

21

22

23

- UDBE Written Confirmation Document from each UDBE firm listed on the • Bidder's completed UDBE Utilization Certification (WSDOT 272-056U)
 - Good Faith Effort (GFE) Documentation
 - UDBE Bid Item Breakdown (WSDOT 272-054)
 - UDBE Trucking Credit Form (WSDOT 272-058)
- 24 These documents, if applicable, shall be received either with the Bid Proposal or as a 25 supplement to the Bid. These documents shall be received no later than 48 hours (not 26 including Saturdays, Sundays and Holidays) after the time for delivery of the Bid 27 Proposal.
- 28

29 If submitted after the Bid Proposal is due, the document(s) must be submitted via email 30 to bids@cityoftacoma.org, with "Supplemental Information" noted in the subject line. All 31 other information required to be submitted with the Bid Proposal must be submitted with 32 the Bid Proposal itself, at the time stated in the Call for Bids.

33

34 Proposals that are received as required will be publicly opened and read as specified in 35 Section 1-02.12. The Contracting Agency will not open or consider any Bid Proposal that is received after the time specified in the Call for Bids for receipt of Bid Proposals, or 36 37 received in a location other than that specified in the Call for Bids. The Contracting 38 Agency will not open or consider any "Supplemental Information" (UDBE confirmations, 39 or GFE documentation) that is received after the time specified above, or received in a 40 location other than that specified in the Call for Bids. 41

42 If an emergency or unanticipated event interrupts normal work processes of the 43 Contracting Agency so that Proposals cannot be received at the office designated for 44 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the

45 Proposal will be deemed to be extended to the same time of day specified in the

46 solicitation on the first work day on which the normal work processes of the Contracting

- 47 Agency resume.
- 48
- 49

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

2 Delete this section, and replace it with the following:

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

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

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

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

2122 1-02.12 Public Opening of Proposals

23 (*****)

6 7

8

9

10

11

12

13

The first paragraph of this section shall be deleted and replaced with the following:

NOTICE: City of Tacoma Public Bid Openings are cancelled until further notice.
 Preliminary and final bid results are posted at www.TacomaPurchasing.org

2829 1-02.13 Irregular Proposals

30 (October 18, 2013 Tacoma GSP)

31 Revise item 1 to read:

32 33

34

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46

- 1. A proposal will be considered irregular and will be rejected if:
 - a. The Bidder is not prequalified <u>when so required;</u>
 - b. The authorized proposal form furnished by the Contracting Agency is not used or is altered;
 - c. The completed proposal form contains any unauthorized additions, deletions, alternate Bids, or conditions;
 - d. The Bidder adds provisions reserving the right to reject or accept the award, or enter into the Contract;
 - e. A price per unit cannot be determined from the Bid Proposal;
 - f. The Proposal form is not properly executed;
- g. The Bidder fails to submit or properly complete a Subcontractor list, if applicable, as required in Section 1-02.6;
- h. The bidder fails to submit or properly complete the EIC forms as required in Section 1-02.6;
- 47 i. The Bid Proposal does not constitute a definite and unqualified offer to meet
 48 the material terms of the Bid invitation; or
- 49 j. <u>More than one proposal is submitted for the same project from a Bidder</u>
 50 <u>under the same or different names.</u>

1 2 3 4 5 6 7 8 9 10		 A Proposal may be considered irregular and may be reject if: a. The Proposal does not include a unit price for every Bid item; b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency; c. Receipt of Addenda is not acknowledged; d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or e. If Proposal form entries are not made in ink.
11 12 13	1-02.14 (******)	Disqualification of Bidders
13 14 15	· · ·	his section and replace it with the following:
16	A Bidde	r will be deemed not responsible if:
17 18		 the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
19		2. evidence of collusion exists with any other Bidder or potential Bidder.
20		Participants in collusion will be restricted from submitting further bids; or
21	:	3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the
22		work or to the full extent of the bid, or to the extent that the bid exceeds the
23		authorized prequalification amount as may have been determined by a
24		prequalification of the Bidder; or
25	4	4. an unsatisfactory performance record exists based on past or current
26		Contracting Agency work or for work done for others, as judged from the
27		standpoint of conduct of the work; workmanship; or progress; affirmative
28		action; equal employment opportunity practices; termination for cause; or
29		Disadvantaged Business Enterprise, Minority Business Enterprise, or
30		Women's Business Enterprise utilization; or
31	1	5. there is uncompleted work (Contracting Agency or otherwise) which in the
32		opinion of the Contracting Agency might hinder or prevent the prompt
33		completion of the work bid upon; or
34		6. the Bidder failed to settle bills for labor or materials on past or current
35		contracts, unless there are extenuating circumstances acceptable to the
36		Contracting Agency; or
37		7. the Bidder has failed to complete a written public contract or has been
38		convicted of a crime arising from a previous public contract, unless there are
39		extenuating circumstances acceptable to the Contracting Agency; or
40		8. the Bidder is unable, financially or otherwise, to perform the work, in the
41		opinion of the Contracting Agency; or
42	(9. there are any other reasons deemed proper by the Contracting Agency; or
43		10. the Bidder fails to meet the Project-specific supplemental bidder responsibility
44		criteria listed in the Special Reminder to Bidders; or
45		11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.
46		· · · · · · · · · · · · · · · · · · ·
47	As evide	ence that the Bidder meets the bidder responsibility criteria above, the apparent
48		est Bidders must submit to the Contracting Agency within 24 hours of the bid
49		al deadline, documentation (sufficient in the sole judgment of the Contracting
50) demonstrating compliance with all applicable responsibility criteria, including all
51	• •	entation specifically listed in the supplemental criteria. The Contracting Agency

1 reserves the right to request such documentation from other Bidders as well, and to

- 2 request further documentation as needed to assess bidder responsibility.
- 3

4 The basis for evaluation of Bidder compliance with these supplemental criteria shall be 5 any documents or facts obtained by Contracting Agency (whether from the Bidder or third parties) which any reasonable owner would rely on for determining such 6 7 compliance, including but not limited to: (i) financial, historical, or operational data from 8 the Bidder; (ii) information obtained directly by the Contracting Agency from owners for 9 whom the Bidder has worked, or other public agencies or private enterprises; and (iii) 10 any additional information obtained by the Contracting Agency which is believed to be 11 relevant to the matter. 12 If the Contracting Agency determines the Bidder does not meet the bidder responsibility 13 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees 14 15 with this determination, it may appeal the determination within 24 hours of receipt of the Contracting Agency's determination by presenting its appeal to the Contracting Agency. 16 17 The Contracting Agency will consider the appeal before issuing its final determination. If 18 the final determination affirms that the Bidder is not responsible, the Contracting Agency 19 will not execute a contract with any other Bidder until at least two business days after the 20 Bidder determined to be not responsible has received the final determination.

21 22 1-02.15 Pre Award Information 23 (August 14, 2013 APWA GSP)

Revise this section to read:

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

- A complete statement of the origin, composition, and manufacture of any or all materials to be used,
- 2. Samples of these materials for quality and fitness tests,
- 32
 3. A progress schedule (in a form the Contracting Agency requires) showing the
 order of and time required for the various phases of the work,
 - 4. A breakdown of costs assigned to any bid item,
 - 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 36
 37
 6. Obtain, and furnish a copy of, a business license to do business in the city or county where the work is located.
- 38
 39
 7. Any other information or action taken that is deemed necessary to ensure that the bidder is the lowest responsible bidder.
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END OF SECTION

1 1-03 AWARD AND EXECUTION OF CONTRACT

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

5 Revise the first paragraph to read:

6

7 After opening and reading proposals, the Contracting Agency will check them for 8 correctness of extensions of the prices per unit and the total price. If a discrepancy 9 exists between the price per unit and the extended amount of any bid item, the price per 10 unit will control. If a minimum bid amount has been established for any item and the 11 bidder's unit or lump sum price is less than the minimum specified amount, the 12 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum 13 specified amount and recalculate the extension. The total of extensions, corrected where necessary, including sales taxes where applicable and such additives and/or 14 15 alternates as selected by the Contracting Agency, will be used by the Contracting Agency for award purposes and to fix the Awarded Contract Price amount and the 16 17 amount of the contract bond. 18 19 1-03.1(1) Identical Bid Totals 20 (January 4, 2016 APWA GSP) 21 Revise this section to read: 22 23 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then 24 the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the 25 highest percentage of recycled materials in the Project, per the form submitted with the Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be 26 27 determined by drawing as follows: Two or more slips of paper will be marked as follows: 28 one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to 29 make the marking unseen. The slips will be placed inside a box. One authorized 30 representative of each Bidder shall draw a slip from the box. Bidders shall draw in 31 alphabetic order by the name of the firm as registered with the Washington State 32 Department of Licensing. The slips shall be unfolded and the firm with the slip marked 33 "Winner" will be determined to be the successful Bidder and eligible for Award of the 34 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest 35 responsive Bid, and with a proposed recycled materials percentage that is exactly equal 36 to the highest proposed recycled materials amount, are eligible to draw. 37 38 1-03.2 Award of Contract 39 (March 27, 2003 Tacoma GSP) 40 41 All references to 45 calendar days shall be revised to read 60 calendar days. 42 43 1-03.3 Execution of Contract 44 (October 1, 2005 APWA GSP) 45 Revise this section to read: 46 47 Copies of the Contract Provisions, including the unsigned Form of Contract, will be 48 available for signature by the successful bidder on the first business day following 49 award. The number of copies to be executed by the Contractor will be determined by the

- 50 Contracting Agency.
- 51

1 Within 10 calendar days after the award date, the successful bidder shall return the 2 signed Contracting Agency-prepared contract, an insurance certification as required by 3 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before 4 execution of the contract by the Contracting Agency, the successful bidder shall provide 5 any pre-award information the Contracting Agency may require under Section 1-02.15. 6 7 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting 8 Agency nor shall any work begin within the project limits or within Contracting Agency-9 furnished sites. The Contractor shall bear all risks for any work begun outside such 10 areas and for any materials ordered before the contract is executed by the Contracting 11 Agency. 12

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

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19 **1-03.4 Contract Bond**

20 (July 23, 2015 APWA GSP)

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

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

- 1. Be on Contracting Agency-furnished form(s);
- 28 2. Be signed by an approved surety (or sureties) that:
 - a. Is registered with the Washington State Insurance Commissioner, and
 - Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
- Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
 - a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
- b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
 subcontractors, material person, or any other person who provides supplies
 or provisions for carrying out the work;
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- 4545465. Be accompanied by a power of attorney for the Surety's officer empowered to sign the bond; and
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 6. Be signed by an officer of the Contractor empowered to sign official statements
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 6. Be signed by an officer of the Contractor empowered to sign official statements
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- the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).
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Add the following new sub-section:

5 6 1-03.4(1) Retainage in Lieu of Contract Bond

7 (October 10, 2008 APWA GSP)

8

9 For contracts of \$150,000 or less, the Contractor may, at the Contractor's option, 10 authorize the Contracting Agency to retain fifty percent (50%) of the contract amount in 11 lieu of furnishing a performance and/or payment bond. If the Contractor elects this 12 option, the retainage shall be held for a period of thirty (30) days after the date of final 13 acceptance, or until receipt of all necessary releases from the Departments of Revenue 14 and of Labor and Industries and settlement of any liens filed under RCW 60.28, 15 whichever is later. The Contractor must advise the Contracting Agency in writing of the 16 Contractor's election to authorize retainage in lieu of a bond, at the time of execution of 17 the Contract.

18

19 In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, 20 administrators, successors, or assigns, shall in all things stand to and abide by, and well 21 and truly keep and perform the covenants, conditions and agreements in the Contract, 22 and shall faithfully perform all the provisions of such contract and shall also well and truly 23 perform and fulfill all the undertakings, covenants, terms, conditions and agreements of 24 any and all duly authorized modifications of the Contract that may hereafter be made, at 25 the time and in the manner therein specified, and shall pay all laborers, mechanics, subcontractors, and material suppliers, and all persons who shall supply such person or 26 27 persons, or subcontractors, with provisions and supplies for the carrying on of such 28 work, on his or her part, and shall indemnify and save harmless the Contracting Agency, 29 its officers and agents from any claim for such payment, then the funds retained in lieu of 30 a performance bond shall be released at the time provided above; otherwise, the funds 31 shall be retained until the Contractor fulfills the said obligations. 32

33 **1-03.5 Failure to Execute Contract**

34 (April 15, 2020 Tacoma GSP)

- 35 The first sentence is revised to read:
- 36

37 Failure to return the insurance certification and bond with the signed contract as required 38 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required 39 in the contract, or failure or refusal to sign the Contract, or failure to register as a 40 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit

- 41 of this Bidder
- 42
- 43
- 44
- 45

END OF SECTION

1 1-04 SCOPE OF THE WORK 2 3 1-04.2 Coordination of Contract Documents, Plans, Special Provisions, 4 Specifications, and Addenda 5 (March 13, 2012 APWA GSP) 6 Revise the second paragraph to read: 7 8 Any inconsistency in the parts of the contract shall be resolved by following this order of 9 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth): 10 1. Addenda. 11 2. Proposal Form, 12 3. Special Provisions, 13 4. Contract Plans. 14 5. Amendments to the Standard Specifications, 15 6. Standard Specifications, 16 7. Contracting Agency's Standard Plans or Details (if any), and 17 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction. 18 19 1-04.6 Variation In Estimated Quantities 20 (July 23, 2015 APWA GSP, Option B; may not be used on FHWA-funded projects) 21 22 Revise the first paragraph to read: 23 24 Payment to the Contractor will be made only for the actual quantities of Work 25 performed and accepted in conformance with the Contract. When the accepted 26 quantity of Work performed under a unit item varies from the original Proposal 27 quantity, payment will be at the unit Contract price for all Work unless the total 28 accepted quantity of any Contract item, adjusted to exclude added or deleted 29 amounts included in change orders accepted by both parties, increases or decreases 30 by more than 25 percent from the original Proposal quantity, and if the total extended 31 bid price for that item at time of award is equal to or greater than 10 percent of the 32 total contract price at time of award. In that case, payment for contract work may be 33 adjusted as described herein: 34 35 **END OF SECTION** 36

1	1-05 CONTROL OF WORK
2 3 4 5 6	1-05.3 Working Drawings (January 13, 2011 Tacoma GSP) This section is deleted in its entirety and replaced with the following:
0 7 8	1-05.3 Submittals
9 10 11	The Contractor shall not install materials or equipment, which require submittals, until reviewed by the Contracting Agency.
12 13 14 15 16 17 18 19 20 21	 The Contractor shall submit four (4) copies to the Engineer of all submittals required by the Contract Documents, unless otherwise required in these Special Provisions. This includes, but is not limited to: Shop Drawings/Plans Product Data Samples Reports Material Submittals (Ref. 1-06) Progress Schedules (Ref. 1-08.3) Guarantees/Warranties (Ref. 1-05.10)
22 23	The Engineer will return one (1) copy to the Contractor.
24 25 26	1-05.3(1) Submittal Schedule
27 28 29	In conformance with section 1-08.3, the progress schedule shall be submitted and reviewed prior to commencing any work.
29 30 31 32	No claim will be allowed for damages or extension of time resulting from rejection of a submittal or the requirement of resubmittals as outlined by this section.
32 33 34 35 36 37 38	The Engineer's review will be completed as quickly as possible, but may require up to ten (10) working days from the date the submittals or resubmittals are received until they are sent to the Contractor. If more than ten (10) working days are required for the Engineer's review of any individual submittal or resubmittal, an extension of time will be considered in accordance with Section 1-08.8.
39	1-05.3(2) Submittal Procedures
40 41 42	Contractor submittals shall be in accordance with the following:
42 43 44 45 46 47 48	The Contractor shall thoroughly review each submittal for dimensions, quantities, and details of the material or item shown. The Contractor shall review each submittal and note any errors, omissions, or deviations with the Contract Documents. The Contractor shall accept full responsibility for the completeness of each submittal.
49	

1 Each submittal shall have a unique number assigned to it, and the transmittals shall be 2 sequentially numbered. The numbering of resubmittals shall meet the requirements of 3 Section 1-05.3(4). On each page, indicate the page number, and total number of pages 4 in each submittal. 5 6 Each submittal shall indicate the intended use of the item in the work. When catalog 7 pages are submitted, applicable items shall be clearly identified. The current revision, 8 issue number, and data shall be indicated on all drawings and other descriptive data. 9 10 Each submittal should be transmitted with the "Submittal Transmittal Form" found at the 11 end of this section. Upon request, an electronic copy of the Submittal Transmittal Form 12 will be made available to the Contractor. 13 14 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the 15 following information on each submittal, in a clear space on the front of the submittal: 16 17 Project Name: Tacoma's Trail to Transit Connector ٠ 18 Project Specification Number: PW20-0245N • 19 Project No. PWK-G0044 • 20 Submittal Date • 21 Description of Submittal 22 Sequential, unique submittal number. • 23 Related Specification Section and/or plan sheet • 24 The following statement: "This document has been detail-checked for accuracy of • 25 content and for compliance with the Contract documents. The information 26 contained herein has been fully coordinated with all involved Subcontractors." 27 Printed or typed name and signature of Contractor. • 28 29 When submitting product data, the Contractor shall modify drawings to delete any 30 information not applicable to the project and add information that is applicable to the 31 project. The Contractor shall mark copies of printed material to clearly identify the 32 pertinent materials, products or models. 33 34 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional 35 characteristics of product or material and full range of colors available. Field samples 36 and mock-ups, where required, shall be erected at the project site where directed by the 37 Engineer. 38 39 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in 40 submittals from requirements of the Contract documents. 41 42 The City shall not be responsible for delays in reviewing submittals not submitted in 43 accordance with these specifications. 44 45 1-05.3(3) Engineer's Review of Submittals 46 47 The Engineer's review of drawings and data submitted by the Contractor will cover only 48 general conformity with the Contract drawings and specifications. The Engineer's review 49 of submittals shall not relieve the Contractor from responsibility for errors, omissions, 50 deviations, or responsibility for compliance with the Contract documents.

1 Review of a separate item does not constitute review of an assembly in which the item 2 functions.

2 3

When the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH

5 COMMENTS", no additional copies need to be furnished. The Contractor shall comply 6 with any comments on the return submittal.

7 8

9

1-05.3(4) Resubmittals

10 When a submittal is marked "AMEND AND RESUBMIT" or "REJECTED, SEE

11 REMARKS," the Contractor shall make the corrections as noted and instructed by the

Engineer and resubmit four (4) copies. The Contractor shall not install material or
 equipment that has received a review status of "AMEND AND RESUBMIT" or

- 14 REJECTED, SEE REMARKS".
- 15

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

20

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

24

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

27

28 **1-05.3(5)** Submittal Requirements by Section

29

The following is a summary of submittal requirements. This summary is not inclusive of all submittal requirements. The Contractor shall review each individual section in the

32 applicable provisions or specifications, as noted below, for specific requirements.

Section	Description
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

- 1 **1-05.7 Removal of Defective and Unauthorized Work**
- 2 (October 1, 2005 APWA GSP)
- 3 Supplement this section with the following:
- 4

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

10

11 If the Contractor fails to comply with a written order to remedy what the Engineer

12 determines to be an emergency situation, the Engineer may have the defective and

13 unauthorized work corrected immediately, have the rejected work removed and

- replaced, or have work the Contractor refuses to perform completed by using
- 15 Contracting Agency or other forces. An emergency situation is any situation when, in the 16 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
- 17 serious risk of loss or damage to the public.
- 18

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

26

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

30

31 The rights exercised under the provisions of this section shall not diminish the

32 Contracting Agency's right to pursue any other avenue for additional remedy or

- damages with respect to the Contractor's failure to perform the work as required.
- 35 **1-05.11 Final Inspection**

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

38 1-05.11 Final Inspections and Operational Testing

- 39 (October 1, 2005 APWA GSP)
- 40

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

42

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

1 If, after this inspection, the Engineer concurs with the Contractor that the work is

2 substantially complete and ready for its intended use, the Engineer, by written notice to

3 the Contractor, will set the Substantial Completion Date. If, after this inspection the

4 Engineer does not consider the work substantially complete and ready for its intended

5 use, the Engineer will, by written notice, so notify the Contractor giving the reasons 6 therefore.

7

8 Upon receipt of written notice concurring in or denying substantial completion, whichever

9 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized 10 interruption, the work necessary to reach Substantial and Physical Completion. The

11 Contractor shall provide the Engineer with a revised schedule indicating when the

12 Contractor expects to reach substantial and physical completion of the work.

13

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

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

19

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

30

31 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the

32 written notice listing the deficiencies, the Engineer may, upon written notice to the

Contractor, take whatever steps are necessary to correct those deficiencies pursuant toSection 1-05.7.

35 The Contractor will not be allowed an extension of Contract time because of a delay in

- the performance of the work attributable to the exercise of the Engineer's righthereunder.
- 38

39 Upon correction of all deficiencies, the Engineer will notify the Contractor and the

40 Contracting Agency, in writing, of the date upon which the work was considered

41 physically complete. That date shall constitute the Physical Completion Date of the

42 Contract, but shall not imply acceptance of the work or that all the obligations of the

43 Contractor under the contract have been fulfilled.

44

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

46

47 It is the intent of the Contracting Agency to have at the Physical Completion Date a48 complete and operable system. Therefore when the work involves the installation of

49 machinery or other mechanical equipment; street lighting, electrical distribution or signal

50 systems; irrigation systems; buildings; or other similar work it may be desirable for the

51 Engineer to have the Contractor operate and test the work for a period of time after final

1 inspection but prior to the physical completion date. Whenever items of work are listed in 2 the Contract Provisions for operational testing they shall be fully tested under operating 3 conditions for the time period specified to ensure their acceptability prior to the Physical 4 Completion Date. During and following the test period, the Contractor shall correct any 5 items of workmanship, materials, or equipment which prove faulty, or that are not in first class operating condition. Equipment, electrical controls, meters, or other devices and 6 7 equipment to be tested during this period shall be tested under the observation of the 8 Engineer, so that the Engineer may determine their suitability for the purpose for which 9 they were installed. The Physical Completion Date cannot be established until testing 10 and corrections have been completed to the satisfaction of the Engineer. 11 12 The costs for power, gas, labor, material, supplies, and everything else needed to 13 successfully complete operational testing, shall be included in the unit Contract prices 14 related to the system being tested, unless specifically set forth otherwise in the proposal. 15 16 Operational and test periods, when required by the Engineer, shall not affect a 17 manufacturer's guaranties or warranties furnished under the terms of the Contract. 18 19 Add the following new section: 20 21 1-05.13 Superintendents, Labor and Equipment of Contractor 22 (August 14, 2013 APWA GSP) 23 24 Delete the sixth and seventh paragraphs of this section. 25 26 COOPERATION WITH OTHER CONTRACTORS 27 28 Section 1-05.14 is supplemented with the following: 29 (March 13, 1995) 30 **Other Contracts Or Other Work**

- 31 It is possible that the following agencies/departments may have active work being
- 32 performed adjacent to or within the limits of this project during the course of this project
- 33 and thus will require coordination of the work:
- 34 City of Tacoma Public Works Department
- 35 City of Tacoma Environmental Services Department
- 36 Tacoma Public Utilities
- 37 Washington State Department of Transportation
- 38 Sound Transit

3940 1-05.15 Method of Serving Notices

41 (March 25, 2009 APWA GSP)

- 42 Revise the second paragraph to read:
- 43
- 44 All correspondence from the Contractor shall be directed to the Project Engineer. All
- 45 correspondence from the Contractor constituting any notification, notice of protest, notice
- 46 of dispute, or other correspondence constituting notification required to be furnished
- 47 under the Contract, must be in paper format, hand delivered or sent via mail delivery
- 48 service to the Project Engineer's office. Electronic copies such as e-mails or
- 49 electronically delivered copies of correspondence will not constitute such notice and will
- 50 not comply with the requirements of the Contract.
- 51

- 1 Add the following new section:
- 2 3 **1-05.16 Water and Power**

4 (October 1, 2005 APWA GSP)

5

6 The Contractor shall make necessary arrangements, and shall bear the costs for 7 power and water necessary for the performance of the work, unless the Contract 8 includes power and water as a pay item.

- 9
- 10 Add the following new section: 11

12 **1-05.17 Oral Agreements**

13 (October 1, 2005 AWPA GSP)

14

15 No oral agreement or conversation with any officer, agent, or employee of the

- 16 Contracting Agency, either before or after execution of the contract, shall affect or modify
- 17 any of the terms or obligations contained in any of the documents comprising the
- 18 contract. Such oral agreement or conversation shall be considered as unofficial
- 19 information and in no way binding upon the Contracting Agency, unless subsequently
- 20 put in writing and signed by the Contracting Agency.
- 21
- 22
- 23

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20 21	Remarks	s:			
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25 26	Certify E	ither A or I	В:		
27 28 29 30	0 A.	com	pliance v	with the C	een detail-checked for accuracy of content and for Contract documents (no exceptions) . The information been fully coordinated with all involved Subcontractors.
31 32 33 34 35	0 B.	. This com The	docume	ent has be with the C ion conta	een detail-checked for accuracy of content and for Contract documents except for the attached deviations . ined herein has been fully coordinated with all involved
36 37	Certified	Ву:			Signature
38 39 40 41				E	ND OF SECTION

1	1-06	CONTROL OF MATERIAL
2 3 4 5	(Septe	Approval of Materials Prior To Use ember 15, 2010 Tacoma GSP) rst sentence is revised to read:
6 7		terials and equipment shall be submitted for review in accordance with section 1-
8 9	05.3 o	f these special provisions.
10 11 12		gregates, the Contractor shall notify the Engineer of all proposed aggregates. ontractor shall use the Aggregate Source Approval (ASA) Database.
13 14	All equ	uipment, materials, and articles incorporated into the permanent Work:
15 16 17	1.	Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
18 19	2.	Shall meet the requirements of the Contract and be approved by the Engineer;
20 21	3.	May be inspected or tested at any time during their preparation and use; and
22 23 24	4.	Shall not be used in the Work if they become unfit after being previously approved.
25 26 27		(1) Qualified Products List (QPL) ection is revised in its entirety to read:
28 29	QPLs	are not accepted by the City.
30 31		(2) Request for Approval of Material (RAM) ection is deleted in its entirety:
32 33	1-06.6	Recycled Materials
34 35 26	(Janu	ary 4, 2016 APWA GSP)
36 37 38	Delete	this section, including its subsections, and replace it with the following:
39 40 41 42	constr	ontractor shall make their best effort to utilize recycled materials in the uction of the project. Approval of such material use shall be as detailed elsewhere Standard Specifications.
42 43 44 45 46 47 48 49	materi in Sec aggreg utilizat	o Physical Completion the Contractor shall report the quantity of recycled als that were utilized in the construction of the project for each of the items listed tion 9-03.21. The report shall include hot mix asphalt, recycled concrete gate, recycled glass, steel furnace slag and other recycled materials (e.g. tion of on-site material and aggregates from concrete returned to the supplier). ontractor's report shall be provided on DOT form 350-075 Recycled Materials ting.
50 51 52		END OF SECTION
52		

1 1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

2

1-07.1 Laws to be Observed

3 4 (October 1, 2005 APWA GSP)

5 Supplement this section with the following: 6

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

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

13

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

21

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

31

32 Section 1-07.1 is supplemented with the following:

33

34 (May 13, 2020)

35 In response to COVID-19, the Contractor shall prepare a project specific COVID-19 36 health and safety plan (CHSP) in conformance with Section 1-07.4(2) as supplemented 37 in these specifications, COVID-19 Health and Safety Plan (CHSP).

38 39 1-07.2 State Taxes

(January 6, 2015 TACOMA GSP) 40

- 41 Supplement this section with the following:
- 42
- 43 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in 44 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications 45 for Road, Bridge, and Municipal Construction.

46 47 1-07.4 Sanitation

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- 49
- 50

1 1-07.4(2) Health Hazards

- 2 Section 1-07.4(2) is supplemented with the following:
- 3 (May 13, 2020)

4 COVID-19 Health and Safety Plan (CHSP)

5 The Contractor shall prepare a project specific COVID-19 health and safety plan

(CHSP). The CHSP shall be prepared and submitted as a Type 2 Working Drawing prior 6

- 7 to beginning physical Work. The CHSP shall be based on the most current State and
- 8 Federal requirements. If the State or Federal requirements are revised, the CHSP shall
- 9 be updated as necessary to conform to the current requirements.
- 10
- 11 The Contractor shall update and resubmit the CHSP as the work progresses and new 12 activities appear on the look ahead schedule required under Section 1-
- 13 08.3(2)D. If the conditions change on the project, or a particular activity, the Contractor
- 14 shall update and resubmit the CHSP. Work on any activity shall cease if conditions
- 15 prevent full compliance with the CHSP.
- 16
- 17 The CHSP shall address the health and safety of all people associated with the project
- 18 including State workers in the field, Contractor personnel, consultants, project staff,
- 19 subcontractors, suppliers and anyone on the project site, staging areas, or yards.
- 20 COVID-19 Health and Safety Plan (CHSP) Inspection
- 21
- 22 The Contractor shall grant full and unrestricted access to the Engineer for CHSP 23 Inspections. The Engineer (or designee) will conduct periodic compliance inspections on
- 24 the project site, staging areas, or yards to verify that any ongoing work activity is
- 25 following the CHSP plan. If the Engineer becomes aware of a noncompliance incident
- 26 either through a site inspection or other means, the Contractor will be notified
- 27 immediately (within 1 hour). The Contractor shall immediately remedy the
- 28 noncompliance incident or suspend all or part of the associated work activity. The 29 Contractor shall satisfy the Engineer that the noncompliance incident has been corrected 30 before the suspension will end.
- 31 32

1-07.9 Wages

33 34 1-07.9(5) Required Documents

35 (March 1, 2004 Tacoma GSP)

36 37 The first sentence of the third paragraph is revised to read:

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

- 39 40
- 41 This section is supplemented with the following: 42
- 43 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit 44 dollar amount paid to each employee for each employee classification. 45
- 46 Where fringe benefits are paid into approved plans, funds, or programs, the amount of 47 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified 48 49 Payroll Affirmation form.
- 50 51

1 **1-07.15 Temporary Water Pollution/Erosion Control**

2 (March 23, 2010 Tacoma GSP)

3 This section is supplemented with the following:

4

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

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

29 30 1-07.15(1) Spill Prevention, Control and Countermeasures Plan

31 (February 9, 2011 Tacoma GSP)

32 This section is revised to read:

33

34 The Contractor shall prepare a project-specific spill prevention, control, and

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

39

40 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and 41 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures

42 Manual (M 31-11). Occupational safety and health requirements that may pertain to

43 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC

- 44 296-843.
- 45

46 Implementation Requirements

47 The SPCC Plan shall be updated by the Contractor throughout project construction so

48 that the written plan reflects actual site conditions and practices. The Contractor shall

- 49 update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan
- 50 on the project site. All project employees shall be trained in spill prevention and

- 1 containment, and they shall know where the SPCC Plan and spill response kits are
- 2 located and have immediate access to them.
- 3

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

7 8

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

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- 1. Placing materials or equipment in staging or storage areas.
- 2. Refueling, washing, or maintaining equipment.
- 3. Stockpiling contaminated materials.
- 18

SPCC Plan Element Requirements

- 19 The SPCC Plan shall set forth the following information in the following order: 20
 - 1. Responsible Personnel
 - Identify the name(s), title(s), and contact information, including a 24/7 emergency contact number, for the personnel responsible for implementing and updating the plan, including all spill responders.
 - 2. Spill Reporting

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

3. Project and Site Information

Describe the following items:

- A. The project Work.
- B. The site location and boundaries.
- C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
- D. Nearby waterways and sensitive areas and their distances from the site.
- 4. Potential Spill Sources

Describe each of the following for all potentially hazardous materials brought or generated on-site (including materials used for equipment operation, refueling, maintenance, or cleaning):

- A. Name of material and its intended use.
- B. Estimated maximum amount on-site at any one time.
- C. Location(s) (including any equipment used below the ordinary high water line) where the material will be staged, used, and stored and the distance(s) from nearby waterways and sensitive areas.
- 49 D. Decontamination location and procedure for equipment that comes into 50 contact with the material.
- 51 E. Disposal procedures.

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

1		E. A spill occurring during Work with equipment used below the ordinary high
2 3		water line.
5 4 5 6 7 8		If the Contractor will use a Subcontractor for spill response, provide contact information for the Subcontractor under item 1 (above), identify when the Subcontractor will be used, and describe actions the Contractor shall take while waiting for the Subcontractor to respond.
9	9.	Project Site Map
10		Provide a map showing the following items:
11 12		A. Site location and boundaries.
13		B. Site access roads.
14		C. Drainage pathways from the site.
15		D. Nearby waterways and sensitive areas.
16 17		 E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
18		F. Pre-existing contamination or contaminant sources described in 5, above.
19		G. Spill prevention and response equipment described in 7 and 8, above.
20	40	
21 22	10	. Spill Report Forms Provide a copy of the spill report form(s) that the Contractor will use in the event
22		of a release or spill.
24		
25	Paym	
26	•	ent will be made in accordance with Section 1-04.1 for the following Bid item when
27 28	It is ind	cluded in the Proposal:
20 29	"S	PCC Plan," lump sum.
30		
31 32		the written SPCC Plan is accepted by the Contracting Agency, the Contractor eceive 50-percent of the lump sum Contract price for the plan.
33		
34		maining 50-percent of the lump sum price will be paid after the materials and
35 36	equipr	nent called for in the plan are mobilized to the project.
37	The lu	mp sum payment for "SPCC Plan" shall be full pay for:
38 39	1.	All costs associated with creating the accepted SPCC Plan.
40		
41	2.	All costs associated with providing and maintaining the on-site spill prevention
42 43		equipment described in the accepted SPCC Plan.
43 44	3	All costs associated with providing and maintaining the on-site standby spill
45	0.	response equipment and materials described in the accepted SPCC Plan.
46		
47	4.	All costs associated with implementing the spill prevention measures identified in
48 49		the accepted SPCC Plan.
49 50	5	All costs associated with updating the SPCC Plan as required by this
51	0.	Specification.

1 As to other costs associated with releases or spills, the Contractor may request payment

2 as provided for in the Contract. No payment shall be made if the release or spill was

3 4 caused by or resulted from the Contractor's operations, negligence, or omissions.

1-07.16 Protection and Restoration of Property

5 6 7 1-07.16(1) Private/Public Property

8 (January 13, 2011 Tacoma GSP)

9 This section is supplemented with the following:

10 11 Stockpiling in City of Tacoma right-of-way or on existing or new improvements shall not 12 occur unless approved by the Engineer. All stockpile sites shall be restored to as good 13 or better condition.

14

15 The Contractor shall contact all property owners and tenants in the vicinity of this project, 16 via newsletter/mailing, a minimum of one (1) week prior to start of construction. The 17 Contractor shall submit a draft of the property owner notification prior to posting/mailing. 18

19 The newsletter/mailing shall advise the owners and tenants of the construction schedule 20 and indicate the Contractor's name, contact person, and telephone numbers. 21

22 1-07.17 Utilities and Similar Facilities

- 23 (*****)
- 24 25 The first paragraph is supplemented with the following:

26 Public and private utilities or their Contractors will furnish all work necessary to adjust, 27 relocate, replace, or construct their facilities unless otherwise provided for in the Plans or 28 these Special Provisions. Such adjustment, relocations, replacement, or construction 29 will be done within the time for performance of this project. The Contractor shall 30 coordinate their work with such adjustment, relocation, or replacement of utility work. 31 This may require the Contractor to phase their work in a manner that will allow for the 32 33 utility work.

34 The Contractor shall coordinate their work with all utilities and other organizations, which 35 have to adjust or revise their facilities within the project area. These may include, but are not limited to:

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- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229 •
- City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317 •
 - City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790 OR Amber Uhls, Gas, phone: 253-476-6137 (office), 425-495-1062 (cell)
- 44 CenturyLink, Contact: Eric Charity, phone: (206) 733-8871 •
- 45 Comcast, Contact: Todd Gallant, phone: (253) 878-4955 ٠
- AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 46 • 47 896-9830
- 48 Level 3 Communications, Level3NetworkRelocations@Level3.com ٠
- 49 One-Number Locator Service "One Call System" telephone 1-800-424-5555 •
- 50 Verizon, Contact: David Lacombe, phone: (206) 305-5366 •
- 51 MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123 •
- 52

2 other electric or water utility structure owned by the City of Tacoma, the Contractor shall 3 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone 4 number 502-8044, and arrange for an inspection before proceeding. The Contractor 5 shall perform, at the Contractor's expense, such additional work as is required to protect the pole or structure from subsidence. The Contractor may be directed to suspend work 6 7 at the site of any such excavation until such utility structures are adequately protected. 8 9 Garbage, recycling, and yard waste pick up within the project limits is on various days 10 and the Contractor should check the website 11 http://www.govme.com/Common/govME/MyTacoma/CollectionCalendar.aspx and 12 coordinate their work appropriately. 13 14 1-07.18 Insurance 15 (December 17, 2019 Tacoma GSP) 16 17 During the course and performance of the services herein specified, the 18 contractor will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable 19 20 to the services and deliverables provided under this contract. The City of 21 Tacoma Insurance Requirements document is fully incorporated herein by 22 reference. 23 24 Failure by the City to identify a deficiency in the insurance documentation provided by the Contractor or failure of the City to demand verification of 25 coverage or compliance by the Contractor with these insurance requirements 26 27 shall not be construed as a waiver of the Contractor's obligation to maintain such 28 insurance. 29 30 1-07.23 Public Convenience and Safety 31 32 1-07.23(1) Construction Under Traffic 33 (May 2, 2017 APWA GSP) 34 35 Revise the third sentence of the second paragraph to read: 36 37 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if 38 approved by the Contracting Agency activating pedestrian recall timing or other 39 accommodation may be allowed during construction. 40 41 1-07.23(1) Construction under Traffic 42 (March 1, 2004 Tacoma GSP) 43 This section is supplemented with the following: 44 45 The following special traffic requirements shall be adhered to during all phases of 46 construction: 47 48 All project streets shall remain fully open to vehicular and pedestrian traffic at all times. 49

If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or

1 EXCEPTION: The flow of traffic may be reduced within available lane(s) to permit 2 removal and/or application of striping/markings and its proper set-up/dry time so 3 long as any resulting traffic queuing does not compromise traffic safety or unduly 4 delay the public. Traffic may be constrained to one through lane in each 5 direction (and may be shifted within the available roadway width) by restricting 6 use of, or shifting the traffic flow into, an adjacent through lane, turn lane, bike 7 lane, and/or parking lane when the roadway/intersection configuration 8 (geometrically or otherwise) allows and is accompanied by an approved traffic 9 control plan. 10

Some of the scoped work will require temporarily restricting on-street parking to allow access to the area for striping/marking. It shall be the responsibility of the contractor to place 'No Parking – (date/time/duration)' notifications at least 72 hours prior to work and shall only be deployed to an extent that corresponds with work that the contractor reasonably expects to complete once the restriction is active.

- 18 To minimize the disruption to access to adjacent properties, and to Pierce Transit 19 operations, the lane closure area shall be limited to that area of active work and 20 necessary for appropriate lane closure tapers. The Contractor shall stage work to 21 maintain access to and egress from all properties at all times. 22
- A safe pedestrian access shall be provided at all times through the project area, which can include use of a reasonable pedestrian detour or by-pass as identified in an associated and approved traffic control plan. All lane closures shall be coordinated with the adjacent businesses, other contractors working within the project vicinity, local transit agencies and the City.
- 28

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

- 34 Engineer.
- 35

The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with their access. Notification shall be at least seventy-two (72) hours in advance for residential and/or commercial properties.

39

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

43

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

47

48 It is the intent of the Contract to effectively prevent the deposition of debris on streets in

49 areas of public traffic or where such debris may be transported into a drainage system.
 50 When construction operations are such that debris from the work is deposited on the

51 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or

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

- 16
- 17 1-07.24 Rights of Way

18 (July 23, 2015 APWA GSP)

19

20 Delete this section and replace it with the following: 21

22 Street Right of Way lines, limits of easements, and limits of construction permits are 23 indicated in the Plans. The Contractor's construction activities shall be confined within 24 these limits, unless arrangements for use of private property are made.

25

26 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of 27 way and easements, both permanent and temporary, necessary for carrying out the 28 work. Exceptions to this are noted in the Bid Documents or will be brought to the 29 Contractor's attention by a duly issued Addendum.

30

31 Whenever any of the work is accomplished on or through property other than public 32 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any 33 easement agreement obtained by the Contracting Agency from the owner of the private 34 property. Copies of the easement agreements may be included in the Contract 35 Provisions or made available to the Contractor as soon as practical after they have been 36 obtained by the Engineer.

37

38 Whenever easements or rights of entry have not been acquired prior to advertising, 39 these areas are so noted in the Plans. The Contractor shall not proceed with any portion 40 of the work in areas where right of way, easements or rights of entry have not been 41 acquired until the Engineer certifies to the Contractor that the right of way or easement is 42 available or that the right of entry has been received. If the Contractor is delayed due to 43 acts of omission on the part of the Contracting Agency in obtaining easements, rights of 44 entry or right of way, the Contractor will be entitled to an extension of time. The 45 Contractor agrees that such delay shall not be a breach of contract. 46 47

Each property owner shall be given 48 hours notice prior to entry by the Contractor.

48 This includes entry onto easements and private property where private improvements 49 must be adjusted.

The Contractor shall be responsible for providing, without expense or liability to the 1 2 Contracting Agency, any additional land and access thereto that the Contractor may 3 desire for temporary construction facilities, storage of materials, or other Contractor 4 needs. However, before using any private property, whether adjoining the work or not, 5 the Contractor shall file with the Engineer a written permission of the private property 6 owner, and, upon vacating the premises, a written release from the property owner of 7 each property disturbed or otherwise interfered with by reasons of construction pursued 8 under this contract. The statement shall be signed by the private property owner, or 9 proper authority acting for the owner of the private property affected, stating that 10 permission has been granted to use the property and all necessary permits have been obtained or, in the case of a release, that the restoration of the property has been 11 12 satisfactorily accomplished. The statement shall include the parcel number, address, 13 and date of signature. Written releases must be filed with the Engineer before the 14 Completion Date will be established. 15 16

- 17

END OF SECTION

1 2

1-08 PROSECUTION AND PROGRESS

- 3 Add the following new section:
- 4 1-08.0 Preliminary Matters

5 (May 25, 2006 APWA GSP) 6

7 1-08.0(1) Preconstruction Conference

8 (October 10, 2008 APWA GSP) 9

- 10 Prior to the Contractor beginning the work, a preconstruction conference will be held 11 between the Contractor, the Engineer and such other interested parties as may be 12 invited. The purpose of the preconstruction conference will be:
 - 1. To review the initial progress schedule;
- 13 14 2. To establish a working understanding among the various parties associated or 15 affected by the work:
 - 3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
 - 4. To establish normal working hours for the work;
 - 5. To review safety standards and traffic control; and
 - 6. To discuss such other related items as may be pertinent to the work.

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

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

26 27 Add the following new section:

28 1-08.0(2) Hours of Work

29 (March 3, 2008 Tacoma GSP)

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

37

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

44

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

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

Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal

straight time working hours Monday through Friday may be given subject to certain other

15

1

2

16 Add the following new section:

17 1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees 18 (September 29, 2009 Tacoma GSP)

19

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

27

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

30

31 **1-08.1 Subcontracting - D/M/WBE Reporting**

32 (September 29, 2009 Tacoma GSP)

33 The eighth paragraph is revised to read:

34

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

40 <u>completion of the contract.</u>

41

42 **1-08.4 Prosecution of Work**

- 43 Delete this section and replace it with the following:
- 44

45 **1-08.4 Notice to Proceed and Prosecution of Work**

46 (July 23, 2015 APWA GSP)

- 48 Notice to Proceed will be given after the contract has been executed and the contract
- 49 bond and evidence of insurance have been approved and filed by the Contracting
- 50 Agency. The Contractor shall not commence with the work until the Notice to Proceed
- 51 has been given by the Engineer. The Contractor shall commence construction activities

on the project site within ten days of the Notice to Proceed Date, unless otherwise
 approved in writing. The Contractor shall diligently pursue the work to the physical
 completion date within the time specified in the contract. Voluntary shutdown or slowing
 of operations by the Contractor shall not relieve the Contractor of the responsibility to

5 complete the work within the time(s) specified in the contract.

6

When shown in the Plans, the first order of work shall be the installation of high visibility
fencing to delineate all areas for protection or restoration, as described in the Contract.
Installation of high visibility fencing adjacent to the roadway shall occur after the
placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
Upon construction of the fencing, the Contractor shall request the Engineer to inspect

the fence. No other work shall be performed on the site until the Contracting Agency has accepted the installation of high visibility fencing, as described in the Contract.

14

15 **1-08.5 Time for Completion**

16 (March 16, 2016 Tacoma GSP)

17 Revise the third and fourth paragraphs to read:

18

Contract time shall begin on the first working day following <u>the Notice to Proceed Date</u>.

20

Each working day shall be charged to the contract as it occurs, until the contract work is physically complete. If substantial completion has been granted and all the authorized working days have been used, charging of working days will cease. Each week the Engineer will provide the Contractor a statement that shows the number of working days:

(1) charged to the contract the week before; (2) specified for the physical completion ofthe contract; and (3) remaining for the physical completion of the contract. The

26 the contract, and (3) remaining for the physical completion of the contract. The 27 statement will also show the nonworking days and any partial or whole day the Engineer

declares as unworkable. Within 10 calendar days after the date of each statement, the Contractor shall file a written protest of any alleged discrepancies in it. To be considered

29 Contractor shall file a written protest of any alleged discrepancies in it. To be considered 30 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to

31 ascertain the basis and amount of time disputed. By not filing such detailed protest in

32 that period, the Contractor shall be deemed as having accepted the statement as

33 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10

- 34 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
- be charged as a working day then the fifth day of that week will be charged as a working
 day whether or not the Contractor works on that day.
- 37

38 Revise the sixth paragraph to read:

39

40 The Engineer will give the Contractor written notice of the completion date of the

- contract after all the Contractor's obligations under the contract have been performed by
 the Contractor. The following events must occur before the Completion Date can be
 established:
- 44 1. The physical work on the project must be complete; and
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- 48 prior to establishing a completion date:
- 49 a. Certified Payrolls (per Section 1-07.9(5)).
- 50 b. Material Acceptance Certification Documents

 Contract Provisions. Final Contract Voucher Certification Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors <u>Property owner releases per Section 1-07.24</u> <i>This section is supplemented with the following:</i> (March 1, 2004 Tacoma GSP) This project shall be physically completed within 15 working days. 	
 6 f. Property owner releases per Section 1-07.24 7 8 This section is supplemented with the following: 9 (March 1, 2004 Tacoma GSP) 10 11 This project shall be physically completed within 15 working days. 	
 6 f. Property owner releases per Section 1-07.24 7 8 This section is supplemented with the following: 9 (March 1, 2004 Tacoma GSP) 10 11 This project shall be physically completed within 15 working days. 	r
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 8 This section is supplemented with the following: 9 (March 1, 2004 Tacoma GSP) 10 11 This project shall be physically completed within 15 working days. 	
 9 (March 1, 2004 Tacoma GSP) 10 11 This project shall be physically completed within 15 working days. 	
 This project shall be physically completed within 15 working days. 	
11 This project shall be physically completed within 15 working days.	
12 13 1-08.9 Liquidated Damages	
14 (August 14, 2013 APWA GSP)	
15 Revise the fourth paragraph to read:	
16	
17 When the Contract Work has progressed to <u>Substantial Completion as defined in the</u>	
18 <u>Contract</u> , the Engineer may determine that the work is Substantially Complete. The	
19 Engineer will notify the Contractor in writing of the Substantial Completion Date. For	
20 overruns in Contract time occurring after the date so established, the formula for	
21 liquidated damages shown above will not apply. For overruns in Contract time occurring	
after the Substantial Completion Date, liquidated damages shall be assessed on the	
basis of direct engineering and related costs assignable to the project until the actual	
24 Physical Completion Date of all the Contract Work. The Contractor shall complete the 25 remaining Work as promptly as possible. Upon request by the Project Engineer, the	
 remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the 	
27 Contract.	
28	
29	
30 END OF SECTION	
31	

1-09 MEASUREMENT AND PAYMENT

- 1 2
- 3 **1-09.6 Force Account**
- 4 (October 10, 2008 APWA GSP)

5 Supplement this Section with the following:

6

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

15 (January 13, 2011 Tacoma GSP)

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

17

18 The Contractor shall submit a comprehensive summary list of all equipment anticipated 19 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates. 20 The list shall include the contractor's equipment number, make, model, year, operation 21 rate, standby rate, applicable attachments and any other applicable information 22 necessary to determine the applicable rates in accordance with this section. In addition, 23 the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com) 24 for each piece of equipment in the summary list. Access to the Equipment Watch web 25 site is available at the City's Construction Management Office. Copies requested by the

26 contractor will be charged at the current applicable rate.
 27

²⁸ **1-09.9 Payments**

29 (March 13, 2012 APWA GSP)

30

31 Delete the first four paragraphs and replace them with the following:

32

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

35

36 The Contractor shall submit a breakdown of the cost of lump sum bid items at the 37 Preconstruction Conference, to enable the Project Engineer to determine the Work 38 performed on a monthly basis. A breakdown is not required for lump sum items that 39 include a basis for incremental payments as part of the respective Specification. Absent 40 a lump sum breakdown, the Project Engineer will make a determination based on 41 information available. The Project Engineer's determination of the cost of work shall be 42 final.

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

47

48 The initial progress estimate will be made not later than 30 days after the Contractor

49 commences the work, and successive progress estimates will be made every month

50 thereafter until the Completion Date. Progress estimates made during progress of the

1	work are tentative, and made only for the purpose of determining progress payments.					
2 3	The progress estimates are subject to change at any time prior to the calculation of the final payment.					
4						
5	The value of the progress estimate will be the sum of the following:					
6 7	 Unit Price Items in the Bid Form — the approximate quantity of acceptable units of work completed multiplied by the unit price. 					
8	2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump					
9	sum breakdown for that item, or absent such a breakdown, based on the					
10	Engineer's determination.					
11 12	 Materials on Hand — 100 percent of invoiced cost of material delivered to Job site or other storage area approved by the Engineer. 					
13 14	 Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer. 					
15	Description in a second s					
16	Progress payments will be made in accordance with the progress estimate less:					
17	1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;					
18	2. The amount of progress payments previously made; and					
19 20 21	Funds withheld by the Contracting Agency for disbursement in accordance with the Contract Documents.					
22 23 24 25	Progress payments for work performed shall not be evidence of acceptable performance or an admission by the Contracting Agency that any work has been satisfactorily completed. The determination of payments under the contract will be final in accordance with Section 1-05.1.					
26 27 28	This section is supplemented with the following: (January 6, 2015 Tacoma GSP)					
29						
30 31 32 33 34 35	Breakdowns of all lump sum items shall be provided for all lump sum items and shall include all costs for labor, equipment, materials, and taxes (as applicable) associated with the lump sum item. Washington State Department of Revenue Rules 170 and 171 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications.					
36 37	Stockpiled Material - The point of acceptance of stockpiled material for payment and quality shall be at the time of incorporation into the contract.					
38						
39	1-09.9(1) Retainage					
40	(May 10, 2006 Tacoma GSP)					
41 42	The fourth paragraph is supplemented with the following:					
42 43 44 45	 A "General Release to the City of Tacoma" is on file with the Contracting Agency. A release has been obtained from the City of Tacoma's City Clerk's Office. 					
43						
47						
48						

- 1 1-09.13(3)A Administration of Arbitration
- 2 (October 1, 2005 APWA GSP)
- 3 Revise the third paragraph to read:
- 4

The Contracting Agency and the Contractor mutually agree to be bound by the decision

- 5 6 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
- 7 entered in the Superior Court of the county in which the Contracting Agency's
- 8 headquarters are located. The decision of the arbitrator and the specific basis for the
- 9 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.
- 10
- 11
- 12
- 13

END OF SECTION

1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description

This section is supplemented by the following:

6
7 Traffic control provisions shall be conducted in such a manner that minimizes the
8 potential for tracking of freshly installed pavement marking material.

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

15

1

2 3

4 5

- 16 The City will make all necessary temporary adjustments to existing traffic signals and17 traffic signal activators.
- 18

19 Existing signs shall not be removed until the Contractor has provided for temporary

20 measures sufficient to safeguard and direct traffic after existing signs have been

21 removed. Preservation of temporary traffic control and street name signs shall be the22 sole responsibility of the Contractor.

23

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

28

If requested by the Contractor at least five (5) working days in advance and the request is approved by the Engineer, temporary adjustments to existing traffic signals and traffic signal activators will be made by the City.

- 32
- 33 Traffic Control Management
- 34 1-10.2(1) General
- 35 (January 3, 2017)
- 36 Section 1-10.2(1) is supplemented with the following:
- Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
 following:
- 41
- 42 The Northwest Laborers-Employers Training Trust

43 27055 Ohio Ave.

- 44 Kingston, WA 98346
- 45 (360) 297-3035
- 46
- 47 Evergreen Safety Council
- 48 12545 135th Ave. NE
- 49 Kirkland, WA 98034-8709
- 50 1-800-521-0778
- 51

- 1 The American Traffic Safety Services Association
- 2 15 Riverside Parkway, Suite 100
- 3 Fredericksburg, Virginia 22406-1022
- 4 Training Dept. Toll Free (877) 642-4637
- 5 Phone: (540) 368-1701
- 6 7

Section 1-10.3 is supplemented with the following:

8 9 1-10.3(2)F Signalized Intersections 0 (January 11, 2006 Tacoma GSP)

10 11

When construction operations are such that an existing traffic signal is required to be overridden to allow for traffic control measures, the signal shall be overridden only by a uniformed off-duty police officer.

All off-duty officers shall be commissioned within the State of Washington.

18 1-10.3 Traffic Control Labor, Procedures, and Devices 19

20 1-10.3(1) Traffic Control Labor

21 The first paragraph is revised to read:

22

The Contractor shall furnish all personnel for flagging and spotting, for the execution of all procedures related to temporary traffic control and for the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations.

28 **1-10.3(1)A Flaggers**

29 This heading is revised to read:

3031 1-10.3(1)A Flaggers and Spotters

- 32 (*****)
- 33
- 34 This section is supplemented with the following:

35 36 The Contractor shall provide a spotter where needed and when indicated on the plans 37 and/or with these Specifications. The spotters sole duties are as follows: the spotter shall 38 walk ahead of the construction vehicle in the direction of vehicle travel to insure no student. 39 school employee, school visitors, or other pedestrians are in the path of vehicle travel, as 40 well as exclusively assisting with the navigation of pedestrians through, around, adjacent 41 to, and/or through the work zone or adjoining traffic control areas as indicated in the traffic 42 control plans or as directed to do so on-site. In the course of these responsibilities, the 43 spotter shall signal the vehicle to stop should a student, school employee, visitor, or other 44 pedestrian be in the immediate path of the vehicle. The vehicle shall remain stopped under 45 the direction of the spotter until all pedestrians are out of the immediate path of the vehicle 46 Spotters shall assist pedestrians through the construction zone as needed.

- 47
- 48
- 49

1 1-10.3(1)B Other Traffic Control Labor

- 2 This section is revised to read:
- 3

In addition to flagging duties, the Contractor shall provide personnel for all other traffic control procedures required by the construction operations and for the labor and equipment to install, maintain, and remove any traffic control devices shown on Traffic Control Plans.

8 9

1-10.3(2) Traffic Control Procedures

10 Section 1-10.3(2) is supplemented with the following:

11

12 1-10.3(2)F Uniformed City of Tacoma Police Officer for Traffic Signal Override 13

When construction operations are such that an existing traffic signal is required to be overridden to allow for traffic control measures, the signal shall be overridden only by a uniformed off-duty police officer. Use of uniformed off-duty police officers shall be used only when approved by the City

- 19 All off-duty officers shall be commissioned within the State of Washington.
- 20
- 21 Tacoma Police Department officers shall be the first choice for traffic control that
- 22 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The
- Contractor shall first contact Tacoma Police Department, Special Events Sergeant, to
 schedule police officers for the specified traffic control duty.
- 25
- 26 Tacoma Police Department
- 27 Special Events Sergeant
- 28 (253) 591-5932
- 29 <u>TacomaPoliceEvents@ci.tacoma.wa.us</u>
- 30

All costs associated with the use of uniformed off-duty police officers shall be included in
 the lump sum price for, "Project Temporary Traffic Control".

- 33
- The Contractor shall request officers at least 48 hours in advance for scheduling, unlessan exception is approved by the Engineer.
- 36

The Contractor shall immediately notify the Engineer in writing if Tacoma PD cannot supply officers for the requested date(s). The Contractor shall include the written response from Tacoma PD and state the preference to either postpone the affected Work or request officers from other State of Washington jurisdictions. Using officers from other jurisdictions must be approved by the Engineer.

- 42
- The Contractor will not be compensated for any off-duty officers from other jurisdictions
 performing traffic control without prior approval from the Engineer, and the Contracting
 Agency may stop work in accordance with Section 1-08.6, "Suspension of Work".
- 46
- 47
- 48
- 49
- 50

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

Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the

Engineer deems to be unacceptable while their use is required on the project shall be

1 2 3 4 5 6 7 8 replaced by the Contractor at their expense.

- 9
- 10
- 11

END OF SECTION

12

1 8-22 PAVEMENT MARKING

2

5

(*****)

3 **8-22.1 Description**

This section is supplemented with the following:

6 7 **Green Durable Product**

8 Green Durable Product shall be provided at locations identified on the plans such as

9 "Bike Conflict Area" locations and as directed by the Engineer. Refer to details specified 10 within these plans and specifications. The product shall be a durable, color stable, non-11 slip surface.

- 12
- 13 The last sentence of the second paragraph is revised to read: 14

Traffic letters used in word messages shall be 8-feet high with the exception of any
 letters shown otherwise per the City of Tacoma standard plans.

17 18

19 8-22.2 Materials

20 (*****)

21 This section is supplemented with the following:

Painted striping shall be installed using Low VOC Waterborne Paint meeting the
requirements of Section 9-34.2.

25

Typical plastic striping/pavement markings shall be installed using Type A Liquid Hot Applied Thermoplastic and/or Type B Pre-Formed Fused Thermoplastic meeting the requirement of Section 9-34.3 with the particular material selected based on the striping/marking element being installed and the applicability of the condition of the readway surface to achieve successful and sustained installation

- 30 roadway surface to achieve successful and sustained installation.
- 31

32 "Green Durable Product" materials shall meet the requirements of section 9-34.3(4) for
 33 Type D/MMA.
 34

- 35 8-22.3 Construction Requirements
- 3637 8-22.3(1) Preliminary Spotting
- 38 (*****)
- 39 The first two sentences are revised to read:
- 40

The Contractor shall perform preliminary spotting, layout, and verification that minimum
 acceptable lane widths will result from the work per the provided Plans before marking

- 43 begins.
- 44
- 45 The last sentence is revised to read:
- 46

47 The color of the material used for spotting/layout does not necessarily need to match the

- 48 color of the permanent marking so long as the color/method used by the Contractor
- 49 allows the Engineer to discern which marks pertain to which permanent marking
- 50 element.
- 51

1 8-22.3(3)B Line Patterns

2 (*****)

3 This Section is supplemented with the following: 4

5 **Double Yellow Center Line -** Two solid yellow lines, each 4 inches wide, separated by a 4-inch space.

Two Way Left Turn Line - A solid yellow line 4 inches wide with a broken yellow line 4 inches wide, separated by a 4-inch space. The broken pattern shall be based on a 32-foot unit consisting of a 12-foot line and a 20-foot gap. The solid line shall be installed to the right of the broken line relative to the direction of travel and for each direction of travel.

13

Lane Line - A broken while line 4 inches wide to delineate adjacent lanes traveling in the same direction. The broken pattern shall be based on a 32-foot unit consisting of a 12foot line and a 20-foot gap.

18 Gore/Wide Line - A solid white line 8 inches wide.

Dotted Extension Line - A broken white or yellow line with width matching its
 associated solid line. The broken pattern shall be based on an 8-foot unit consisting of a
 2-foot line and a 6-foot gap.

Edge/Parking Line - A solid white line 4 inches wide used for lane delineation or bike lane delineation on the side adjacent to parking lane/area; could be coupled with a 6inch bike lane line and 4-inch crosshatching to create a bike buffer space

27

23

Bike Lane Line - A solid white line 6 inches wide that is used to delineate a bike lane
 adjacent to a moving traffic lane or 8 inches wide when positioned between two moving
 lanes of traffic

31

32 Bike Lane Dotted Line - A broken white line 6 inches wide (or 4-inches wide if part of a 33 buffer space) with the broken pattern based on an 8-foot unit consisting of a 2-foot line 34 and a 6-foot gap. Bike Lane Skip Line is used to delineate a Bike Lane Line 35 position/aignment at driveways, alleys, and/orcorresponding with transit stops.

36

Hatch or Chevon Line – A white 4-inch stripe used within bike buffer areas that is
oriented at 45 degrees (for hatch line originating from the bike lane side of the buffer and
extending toward the vehicle lane) or at converging 45 degree angles (for chevron
marking) with the vertex positioned upstream within the middle of the buffer space and

- 41 aligned in succession with the dissecting alignment of the overall space.
- 42

Green Pavement Marking of Bike Conflict Areas – Bike lanes transitioning through
conflict areas may be marked with a series of 24-inch wide green pavement marking
with 4-inch sections of white striping at the ends of the resulting "bar" pattern that
generally includes 6-foot separations and with the "bars" oriented perpendicular to the
bike lane width/alignment.

48

49 Also see details provided in Appendix B.

50

51

1 **8-22.3(3)**E Installation

- 2 (*****) 3
- 4 The section is amended to include:

5
6 Vehicle and pedestrian tracking of newly applied striping/markings shall be removed per
7 section 8-22.3(6), and the affected portion of striping/marking reinstalled by the end of
8 the next working day or within reasonable timeframe as agreed upon by City.

10 8-22.3(3)F Application Thickness

- 11 This section is supplemented with the following:
- 12

18

Green Durable Product: Approximately 4.2 Gallon mixture of Green colored MMA,
 hardwearing aggregate, and catalyst should cover 70-75 SF at 90 mils thickness.

16 8-22.3(4) Tolerances for Lines

17 The allowable tolerance for "Length of Line" is revised to read:

Length of Line: The longitudinal accumulative error within a 32-foot length of skip
 stripe shall not exceed plus or minus 1 inch.

22 8-22.3(6) Removal of Pavement Markings

23 This section is supplemented with the following:

24

Vacuum shrouded equipment, or other equally effective means, shall be used to contain and collect all pavement marking debris and excess water. Collected water and debris shall be disposed of off the project site in accordance with Department of Ecology or other federal, state or local regulations. The removal of raised pavement markers shall be incidental to the removal of the associated marking.

31 8-22.4 Measurement

- 32 The last sentence of the sixth paragraph is revised to read:
- 33

The measurement for "Plastic Dotted Entry Line" shall be the same as the measurement for "Plastic Wide Dotted Entry Line" as referenced in Section 8.22.4.

- The measurement for "Plastic 4-inch Hatch or Chevron Line" shall be the same as the
 measurement for "Plastic Line" as referenced in Section 8.22.4.
- 39

40 The measurement for "Plastic 12-inch Stop Line" shall be the same as the measurement 41 for "Plastic Stop Line" as referenced in Section 8.22.4.

- 42
- 4344 The measurement for "Plastic 24-inch Crosshatch Marking" shall be the same as the
- 45 measurement for "Plastic Crosshatch Marking" as referenced in Section 8.22.4.
- 46 47
- 48 The measurement for "Plastic Bicycle Lane Symbol with Arrow" shall be the same as the
- 49 measurement for "Plastic Bicycle Lane Symbol" as referenced in Section 8.22.4.
- 50

- 1 The measurement for "Plastic Shared Lane Marking" shall be the same as the
- 2 measurement for "Plastic Bicycle Lane Symbol" as referenced in Section 8.22.4.
- 3 4
 - The measurement for "Green Pavement Marking" shall be the same as the
- 5 measurement for "Plastic Crosswalk Line" as referenced in Section 8.22.4.
- 6 7

8 8-22.5 Payment

- 9 This section is supplemented with the following:
- 10
- 11 "Plastic Dotted Entry Line", per linear foot.
- 12 "Plastic 4-inch Hatch or Chevron Line", per linear foot.
- 13 "Plastic 12-inch Stop Line", per linear foot.
- 14 "Plastic 24-inch Crosshatch Marking", per linear foot.
- 15 "Plastic Bicycle Lane Symbol with Arrow", per each.
- 16 "Plastic Shared Lane Marking", per each.
- 17 "Green Pavement Marking", per square foot.18

END OF SECTION

- 20 21
 - 21

19

22 23

24

END OF SPECIAL PROVISIONS

APPENDIX A

CHANNELIZATION PLANS

APPENDIX B

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APPENDIX C

CITY OF TACOMA TRAFFIC CONTROL HANDBOOK

APPENDIX A

CHANNELIZATION PLANS

MILDRED STREET RECHANNELIZATION Sheet 1 of 10 Spec: PW20-0245N

NOTES/REQUIREMENTS FOR CONTRACTOR:

1) Any conflicting existing striping/pavement markings to be removed via least-invasive means or to the extent needed if new striping/marking to be applied overtop.

2) As part of striping layout requirement, contractor to verify shown cross-sectional elements conform within available widths for the entirety of the corridor; any deviations shall be brought to the City's attention for resolution prior to implementing any striping.

3) Blue-colored callouts are related to signing/other needs which will be carried out by City forces in conjunction with the striping effort.

4) Placement of No Parking signs prior to striping effort requires AT LEAST (more time is advisable) 72 hours notice using signs that clearly indicate the date/time/duration of the restriction (see example) and without blocking access to/from parking and/or sidewalks in the time leading up to the restriction.

5) Existing roadway and striping/markings have been blocked out for clarity in presentation of new channelization; yellow linework represents typical "traffic yellow" striping; boxed numbers provide information about width (in inches) of stripe/pattern (dashed extensions are same width as solid).

6) Striping/marking requirements per COT Standard Plan CH-02, CH-03A/B, CH-07, CH-09, CH-10 (except use 8-ft letters), and CH-11, and WSDOT Standard Plan M-9.50-02 (Bike Lane Symbol/Layout).

7) Striping efforts and related traffic control cannot unduly disrupt signalized intersection operations along Mildred St (or intersecting streets).

8) Bike Buffer hatch striping (45-degree at shown orientation) are separated 14-ft on-center and shall be installed per segment starting at upstream beginning point and continued until separation distance is not achievable (for shorter-than-14' sections, include hatch at beginning and end only) due to break in buffer, intersection, or end of segment; shown perpendicular "caps" for segments is not to be installed.

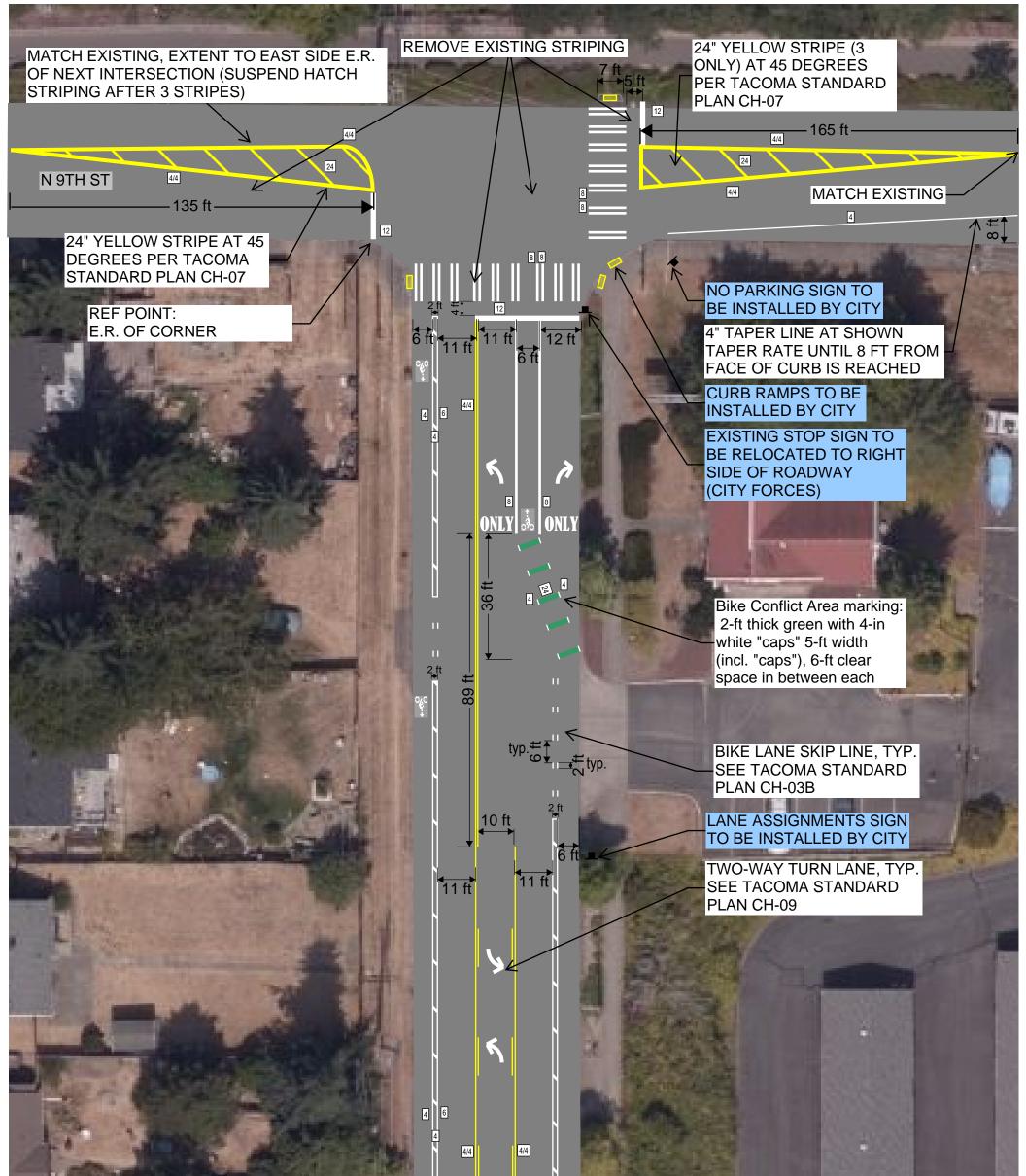


6TH AVE

N 9TH ST

S 8TH ST



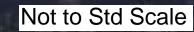


MILDRED STREET RECHANNELIZATION Sheet 2 of 10 Spec: PW20-0245N



4 6

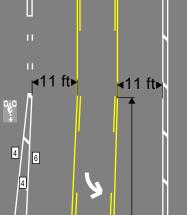
10



MILDRED STREET RECHANNELIZATION Sheet 3 of 10 Spec: PW20-0245N

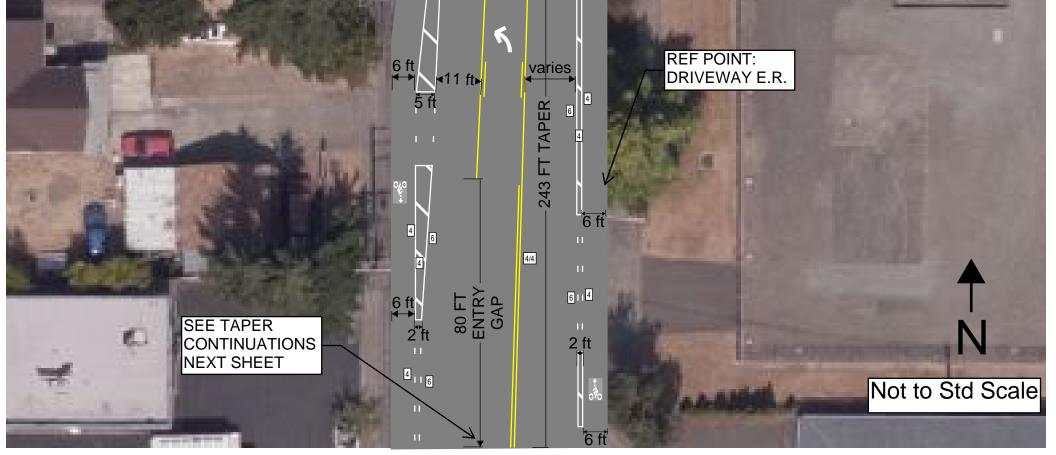
REF POINT (SOUTH SIDE OF DRIVEWAY): WEST CURBLINE TAPER BEGINS; VERTEX POINT FOR STRIPING

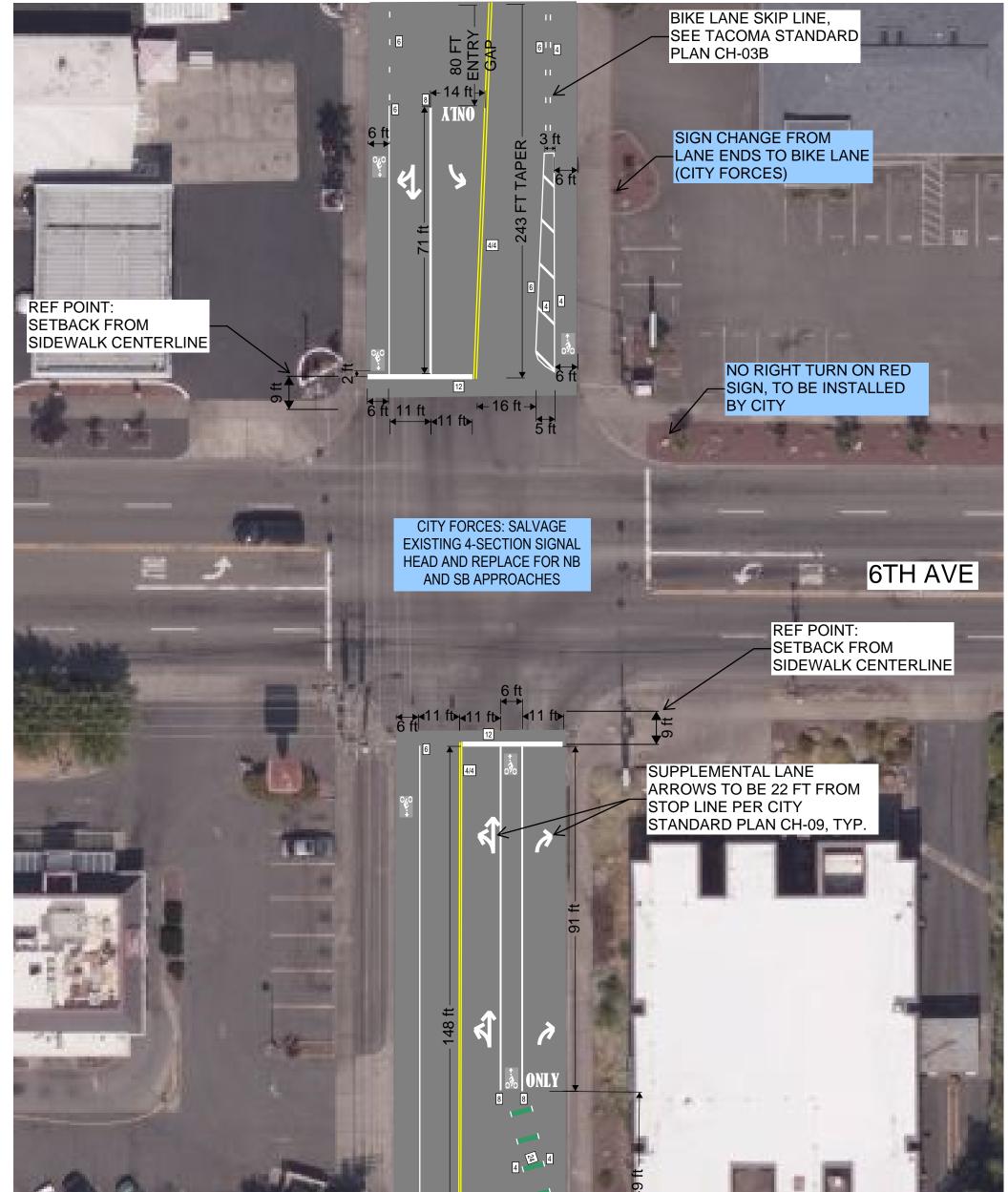




4/4

4/4





6 ft

4 6

됴

80

MILDRED STREET RECHANNELIZATION Sheet 4 of 10 Spec: PW20-0245N

NEW 'BEGIN RIGHT TURN LANE, YIELD TO BIKES' SIGN TO BE INSTALLED BY CITY

SEE TAPER -CONTINUATION NEXT SHEET

6 | | 4

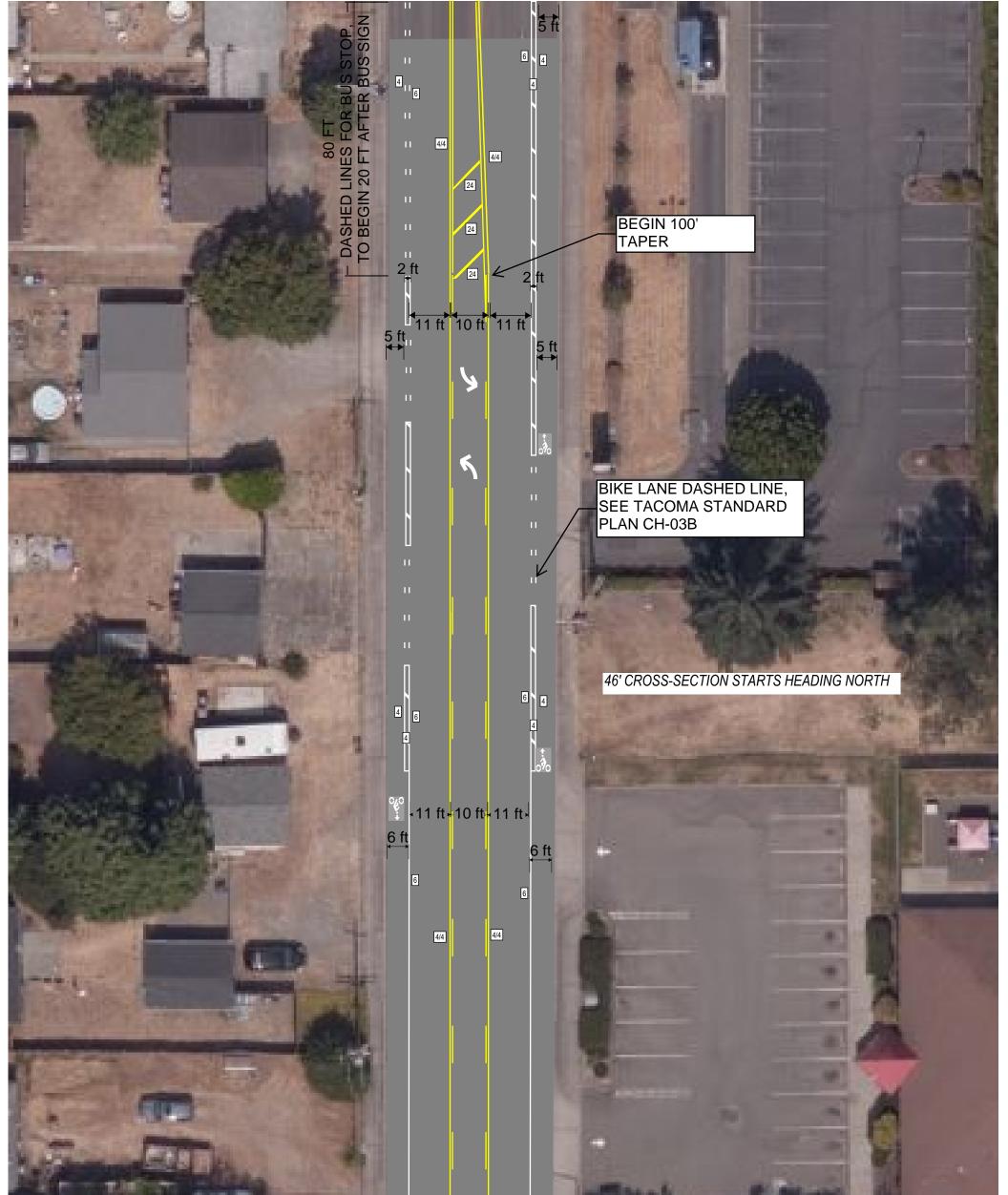
100 FT TAPER

5 ft

4/4

4/4

Not to Std Scale



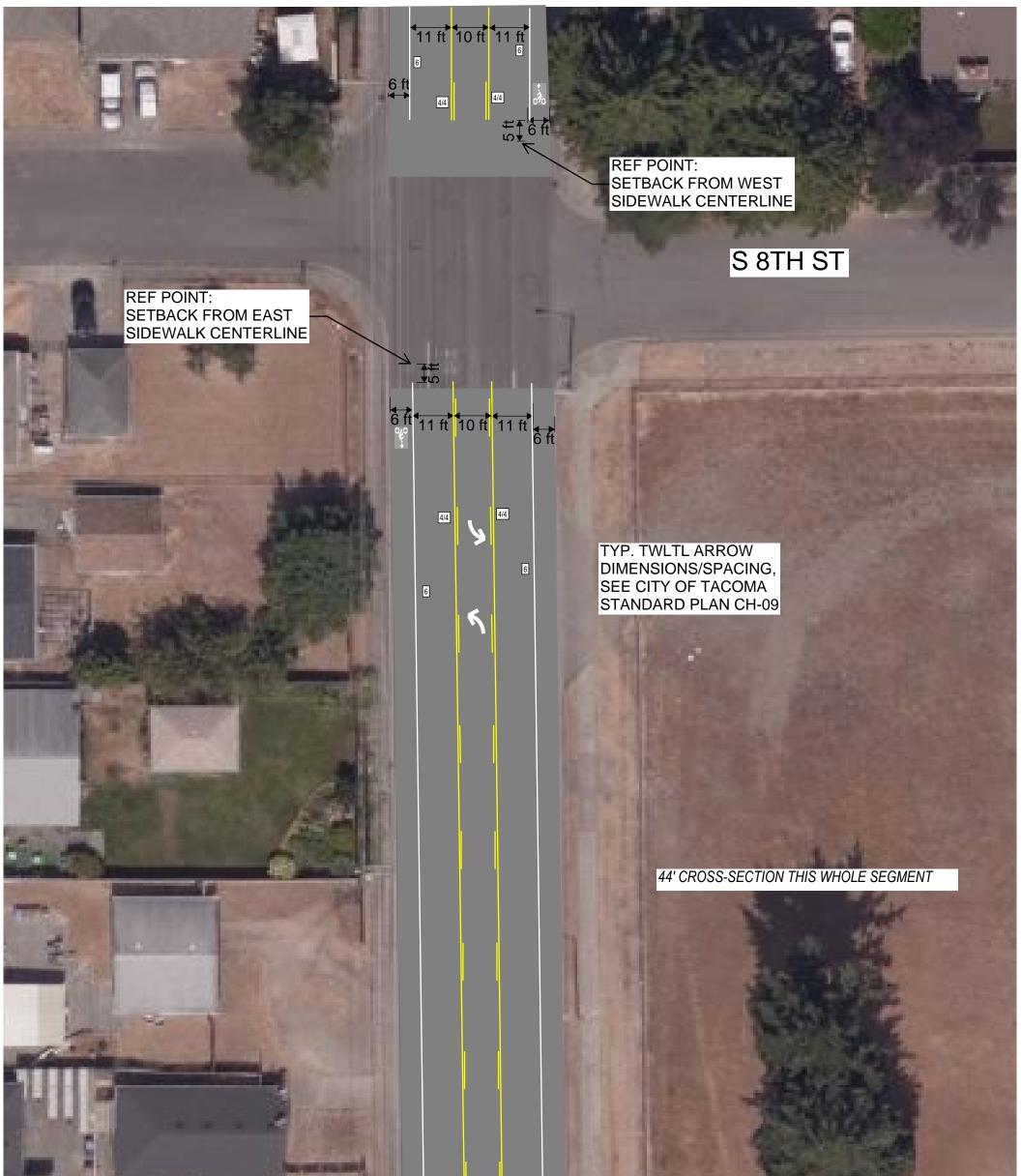
Y

MILDRED STREET RECHANNELIZATION Sheet 5 of 10 Spec: PW20-0245N

44' CROSS-SECTION STARTS HEADING SOUTH

Not to Std Scale

TYP. TWLTL ARROW DIMENSIONS/SPACING, SEE CITY OF TACOMA STANDARD PLAN CH-09



5

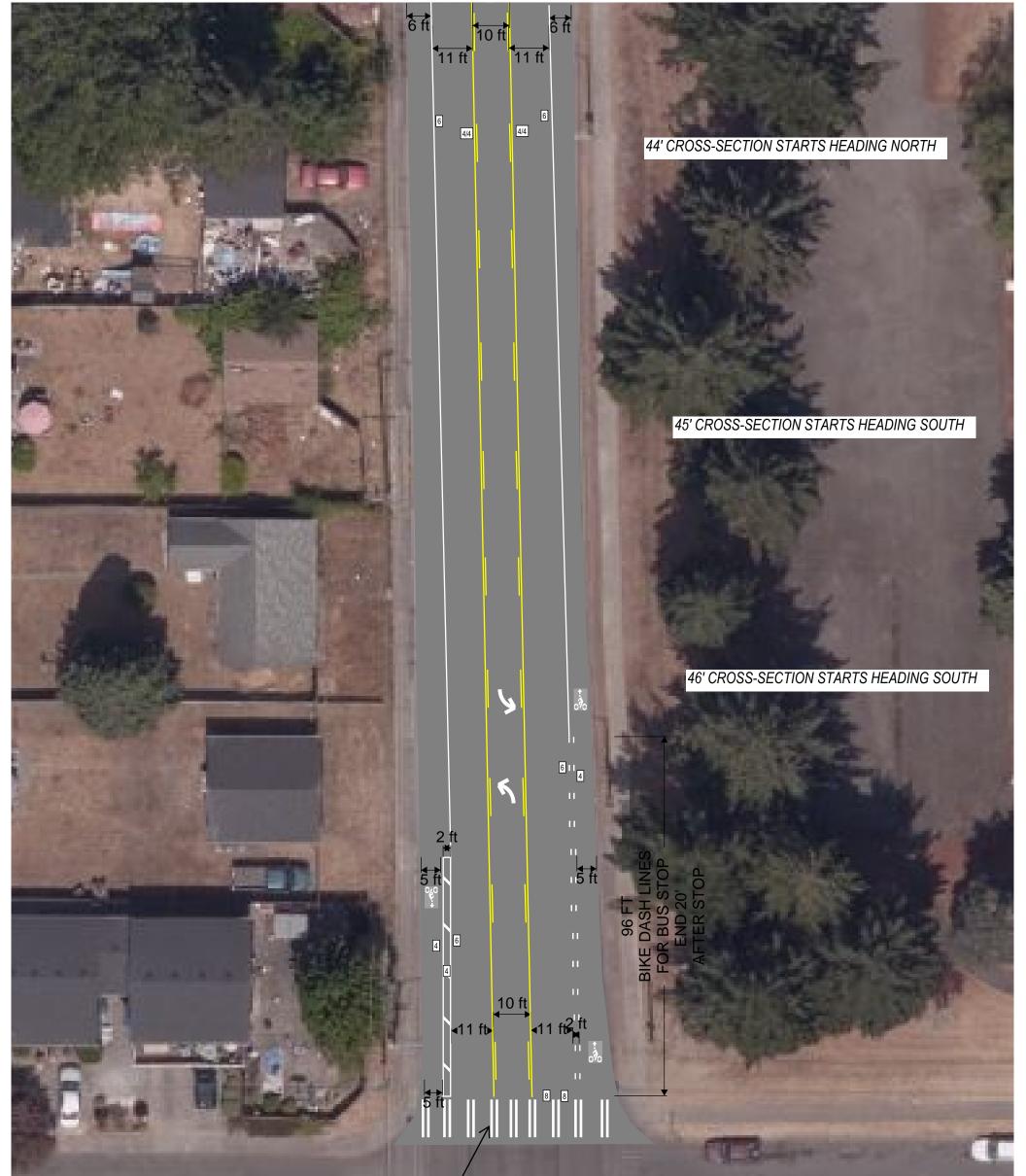
6 ft 11 ft 6 ft

Not to Std Scale

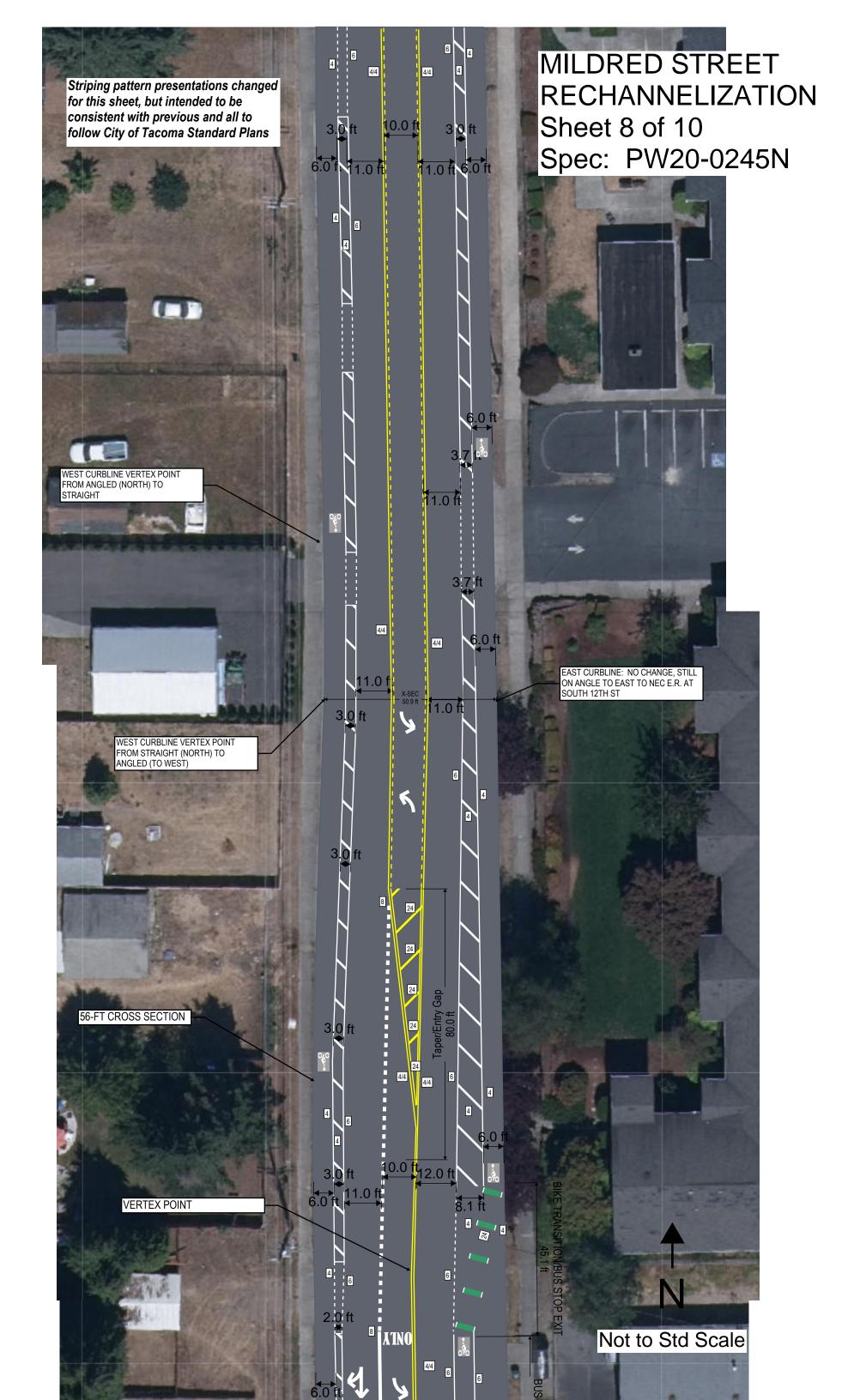
6

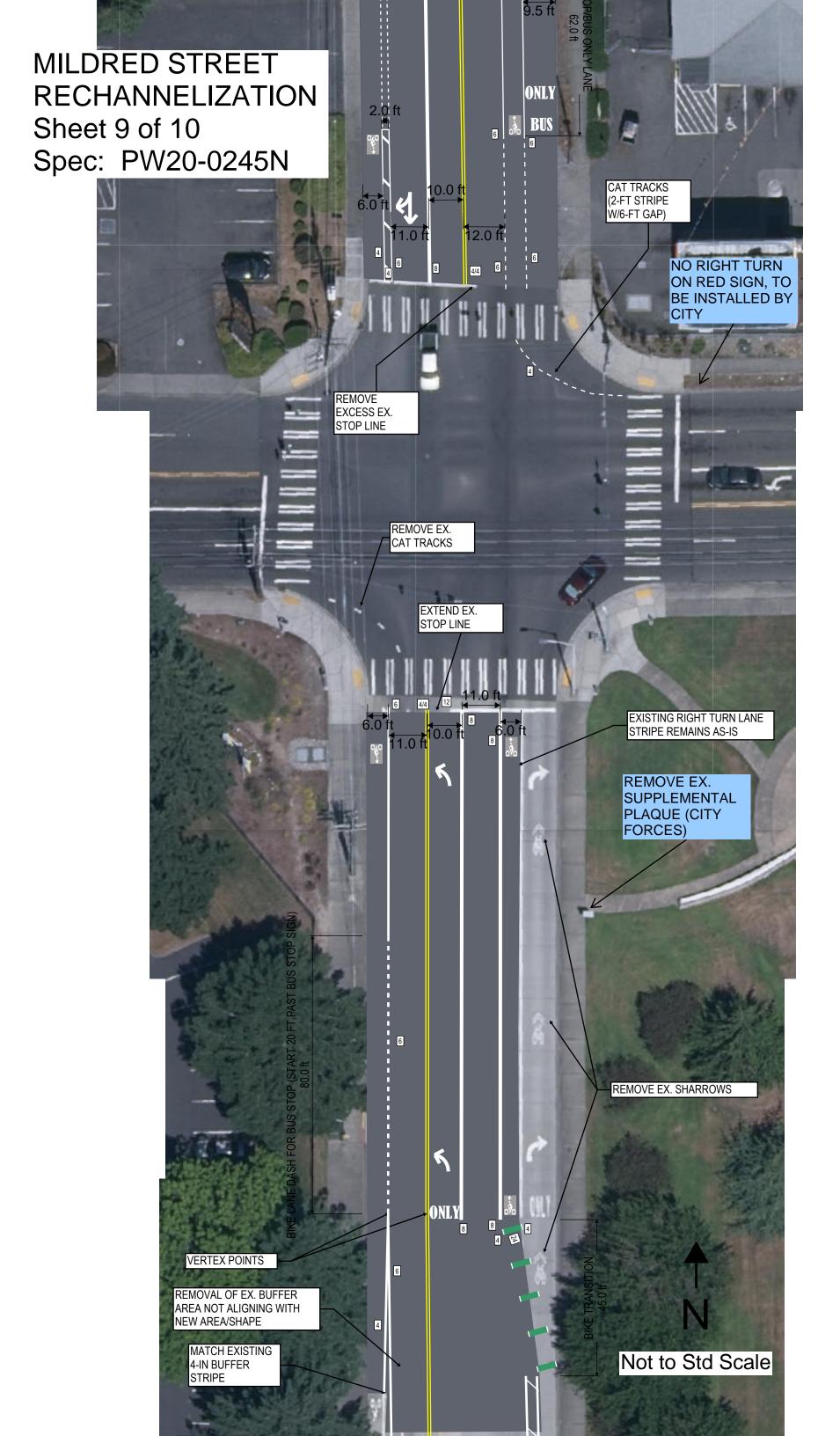
MILDRED STREET RECHANNELIZATION Sheet 6 of 10 Spec: PW20-0245N

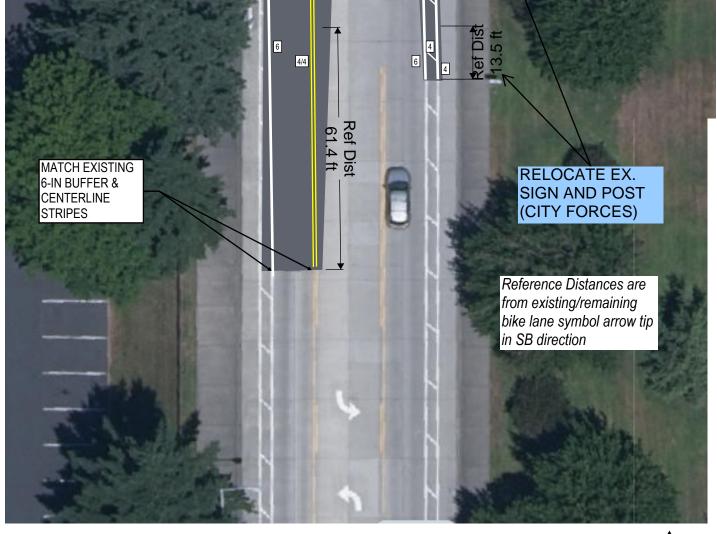
MINE S DOWN







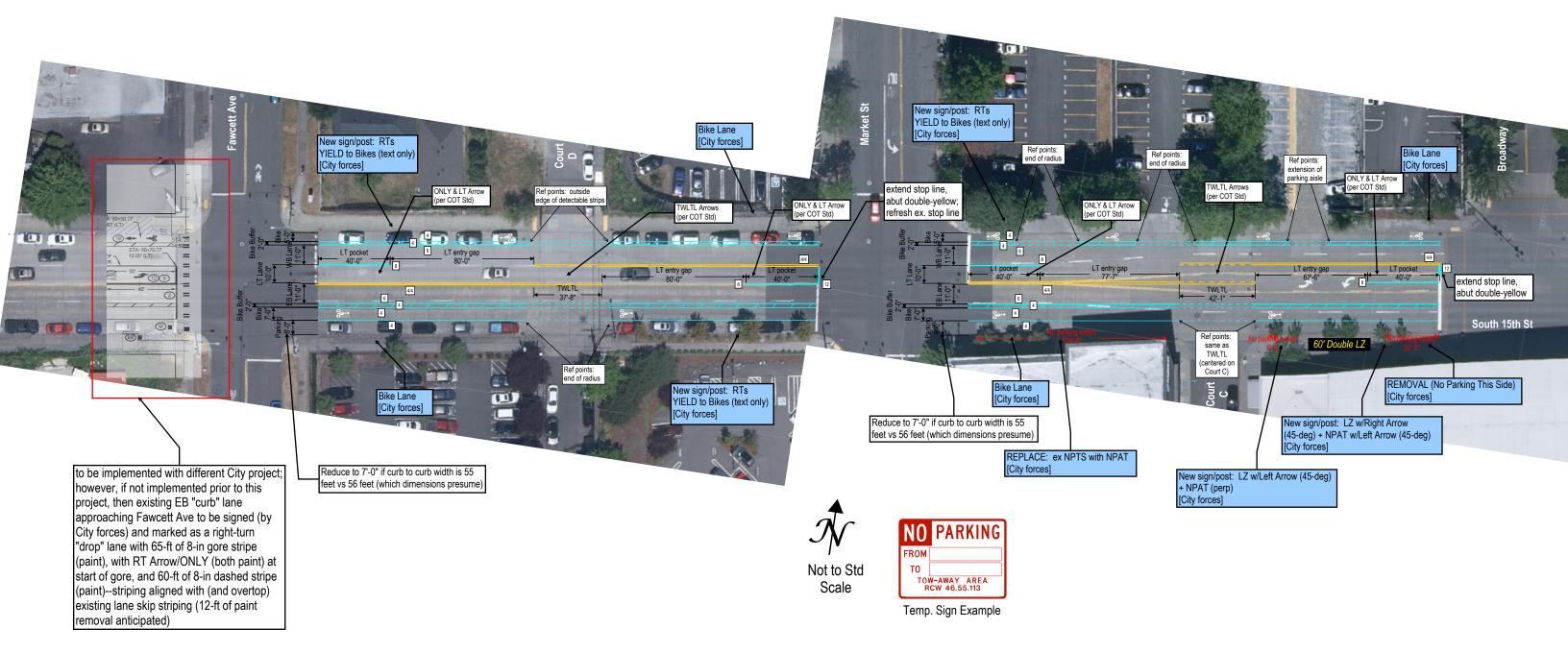




Not to Std Scale

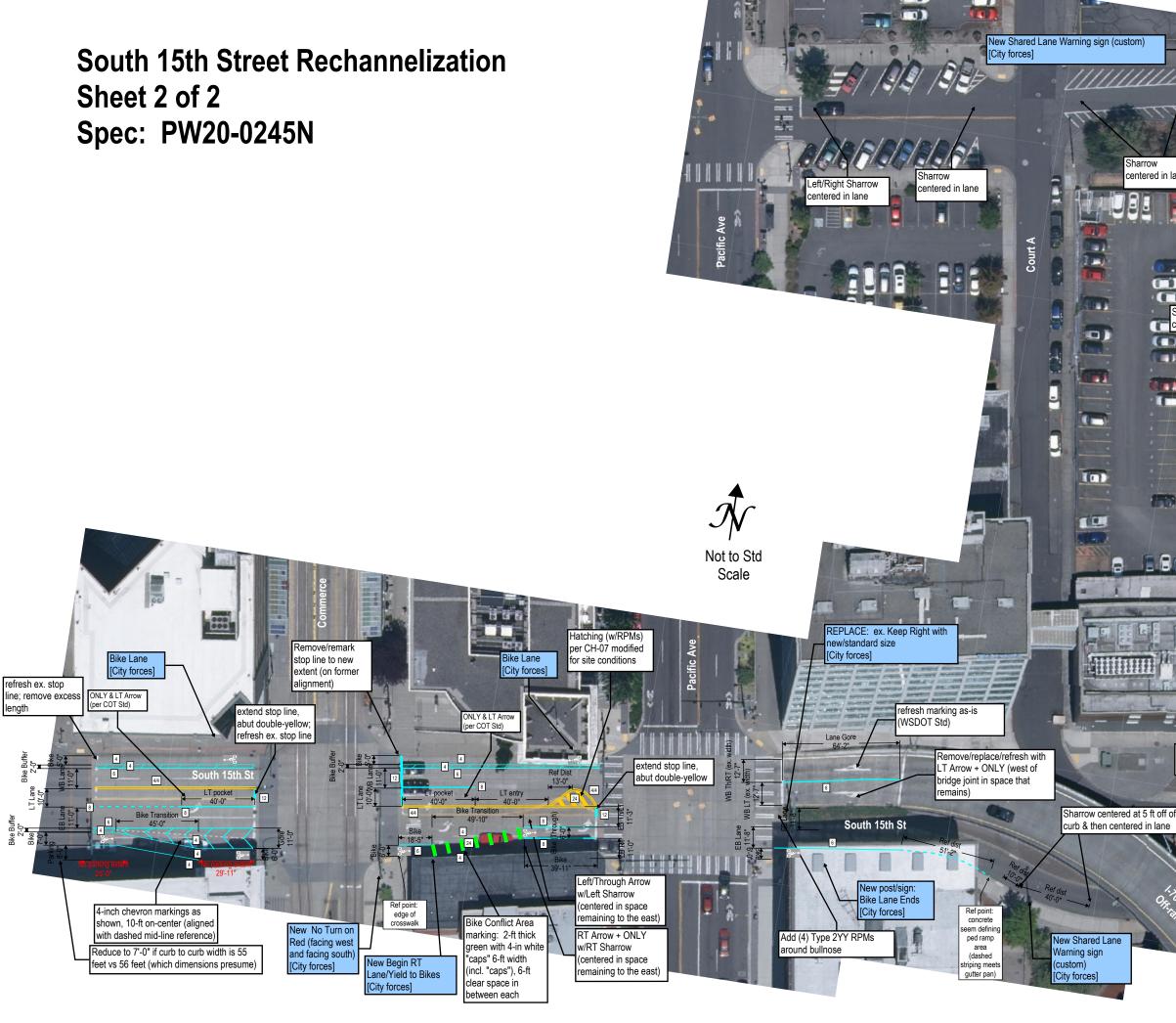
MILDRED STREET RECHANNELIZATION Sheet 10 of 10 Spec: PW20-0245N

South 15th Street Rechannelization Sheet 1 of 2 Spec: PW20-0245N

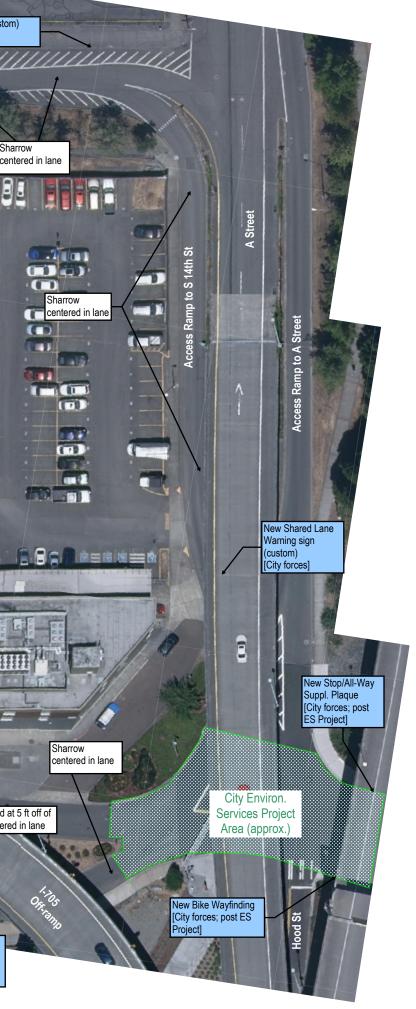


NOTES/REQUIREMENTS FOR CONTRACTOR:

- 1) Any conflicting existing striping/pavement markings to be removed via least-invasive means or to the extent needed if new striping/marking to be applied overtop.
- 2) As part of striping layout requirement, contractor to verify shown cross-sectional elements conform within available widths for the entirety of the corridor; any deviations (other than noted above relating to the parking lane) shall be brought to the City's attention for resolution prior to implementing any striping.
- 3) Blue-colored callouts are related to signing needs which will be carried out by City forces in conjunction with the striping effort.
- 4) Placement of No Parking signs prior to striping effort requires AT LEAST (more time is advisable) 72 hours notice using signs that clearly indicate the date/time/duration of the restriction.
- 5) Cyan color used for shown new white striping is for clarity against aerial photograph backdrop and existing white striping; vellow linework represents typical "traffic vellow" striping; boxed numbers provide information about width (in inches) of stripe/pattern (dashed extensions are same width as solid). 6) Striping/marking requirements per COT Standard Plan CH-02, CH-03A/B, CH-07, CH-09, CH-10 (except use 8-ft letters), and CH-11, and WSDOT Standard Plan M-9.50-02 (Bike Lane Symbol/Layout).
- 7) Striping efforts and related traffic control cannot disrupt light rail operations along Commerce St nor can related work cause atypical traffic gueuing that could hamper light rail operations and/or safety.
- 8) Striping efforts on the off-ramp from I-705 at the approach to the Pacific Avenue intersection shall be coordinated with WSDOT for confirmation of required permits and/or review of work method/traffic control.
- 9) Bike Buffer hatch striping (45-degree at shown orientation) are separated 10-ft on-center and shall be installed per segment starting at upstream beginning point and continued until separation distance is not achievable due to break in buffer, intersection, or end of segment.

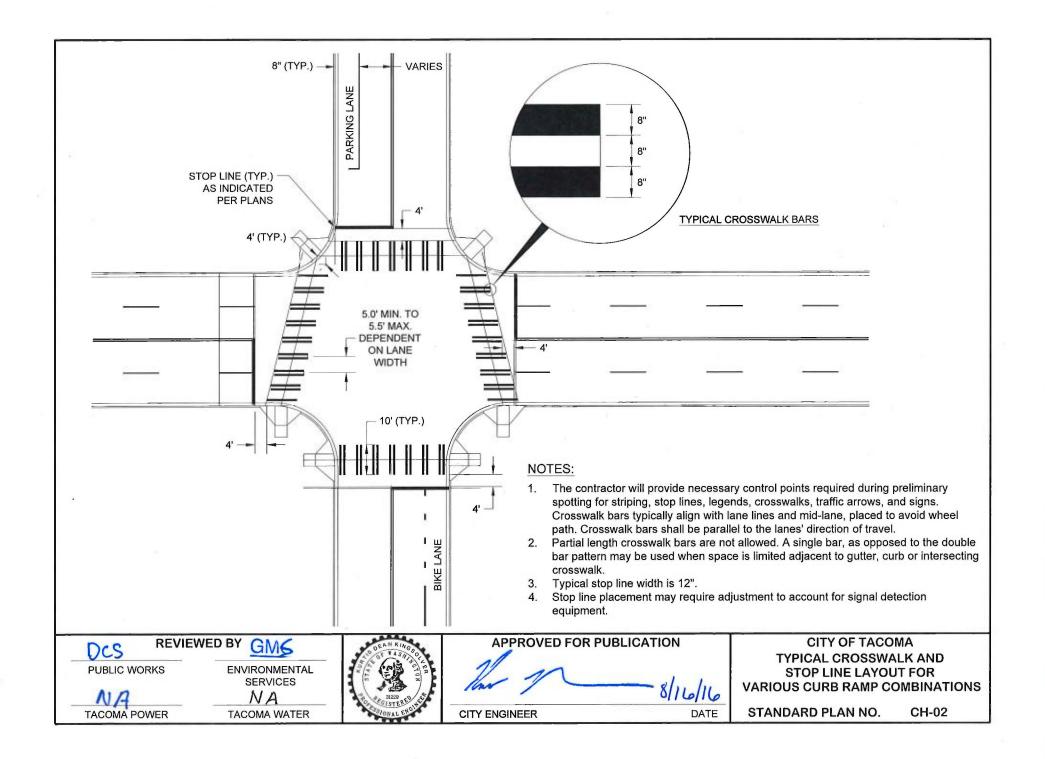


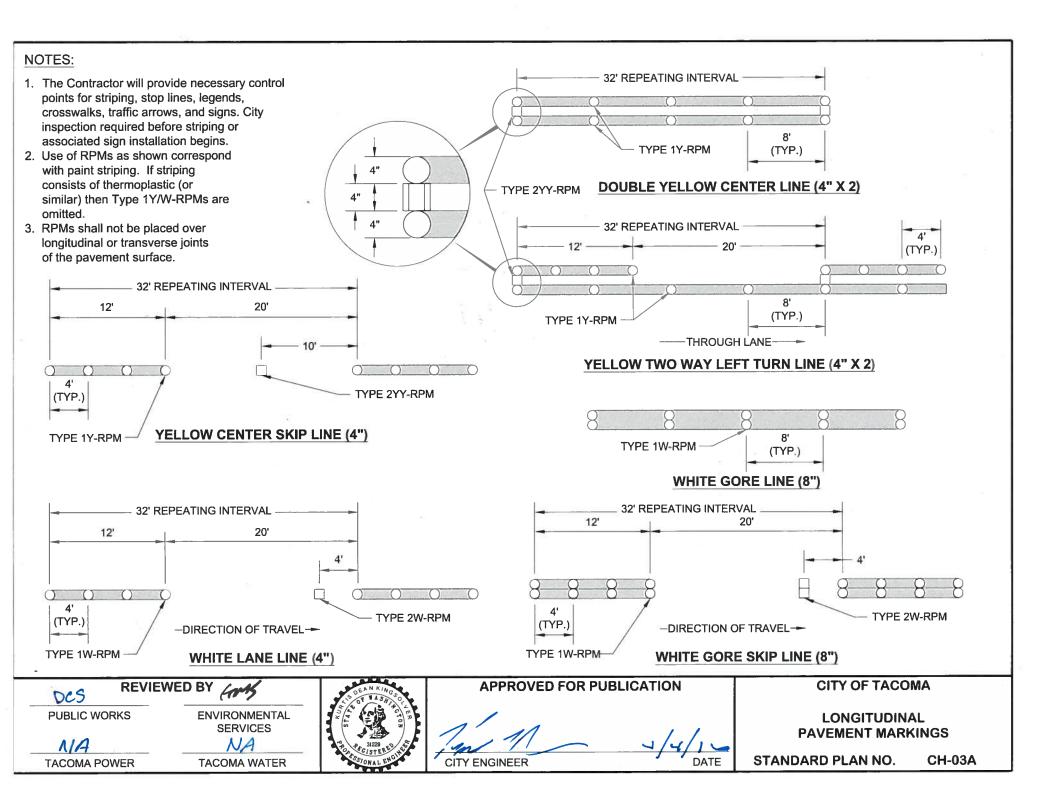
length

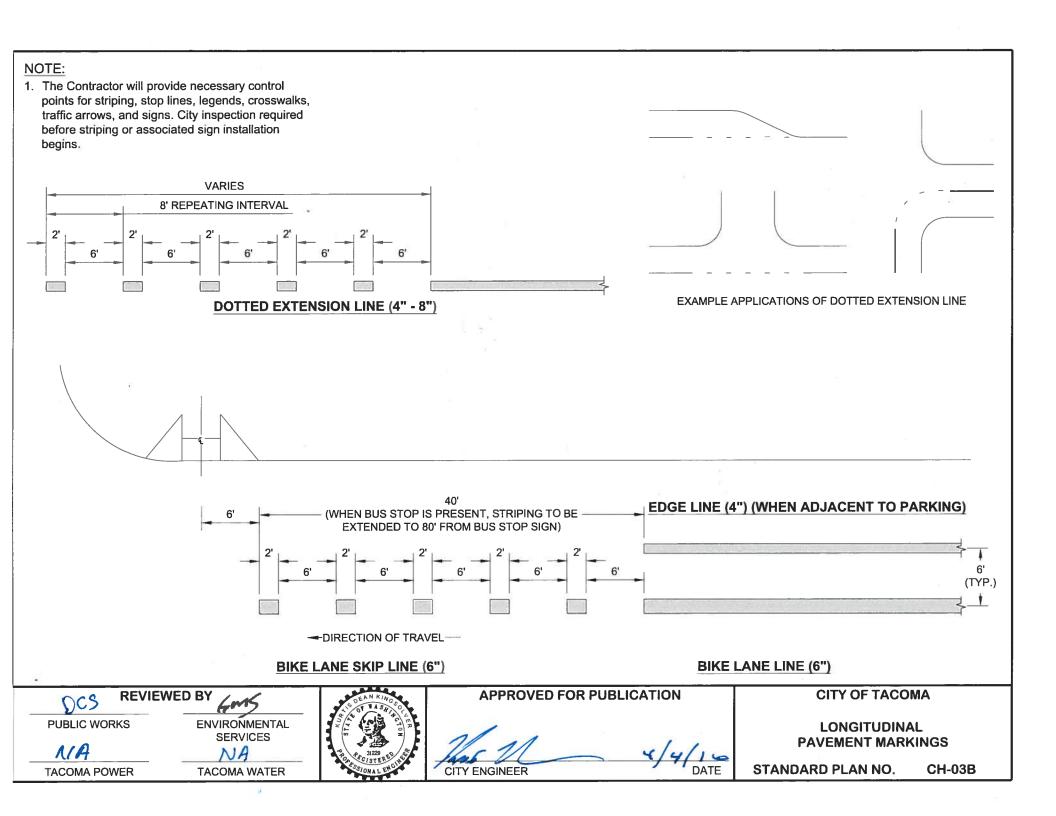


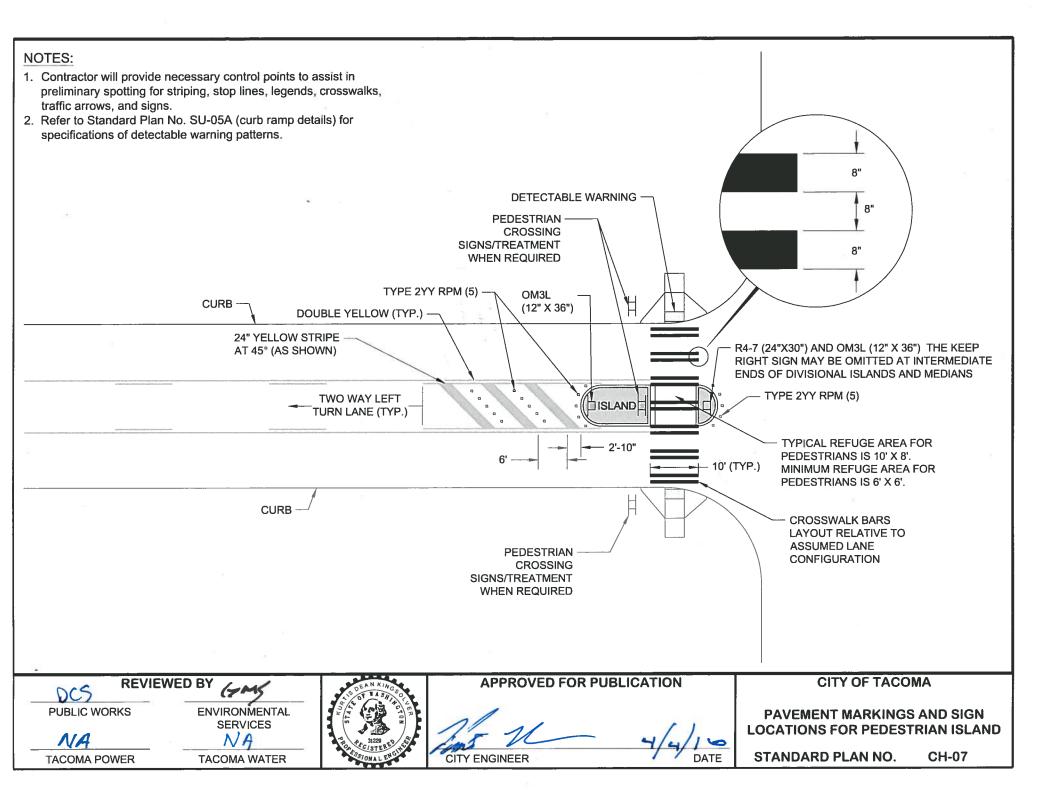
APPENDIX B

CHANNELIZATION DETAILS



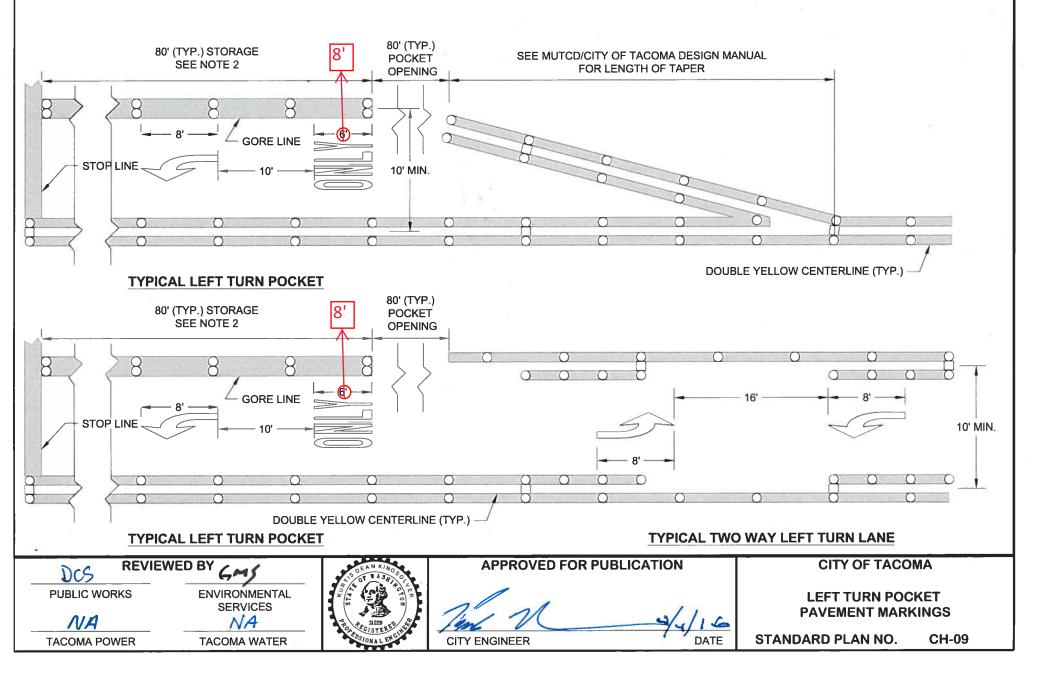






NOTES:

- 1. Contractor will provide necessary control points to assist in preliminary spotting for striping, stop line, legends, crosswalks, traffic arrows, and associated signs.
- 2. If storage length is 100 feet or greater, then a second arrow, (without "only"), to be placed at 22 feet from stop line to near edge of the arrow.
- 3. Use of RPMs as shown correspond with paint striping. If striping consists of thermoplastic (or similar) then type 1Y/W-RPMs are omitted.



NOTES:

- 1. Contractor will provide necessary control points to assist in preliminary spotting for stripe, stop line, legends, crosswalks, traffic arrows, and associated signs.
- Typical letter width is 11½".
 Typical letter spacing is 8".
- 4. Letter stroke is 3¹/₂".
- 5. Refer to WSDOT M24.40-02 for more specific traffic arrow dimensions.
- 6. Arrows shown may be mirrored about their centerline as applicable to design.

2'-6"

R

8'

REVIEWED BY

SERVICES

TACOMA WATER

NA

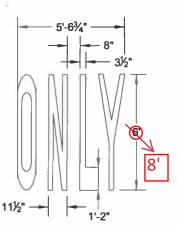
2'-8'

DCS

PUBLIC WORKS

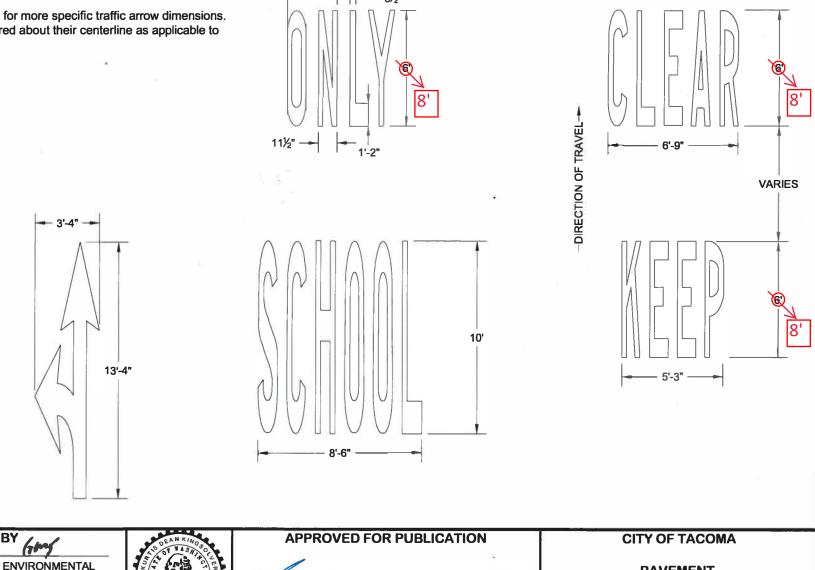
TACOMA POWER

NA



CITY ENGINEER

IONAL.



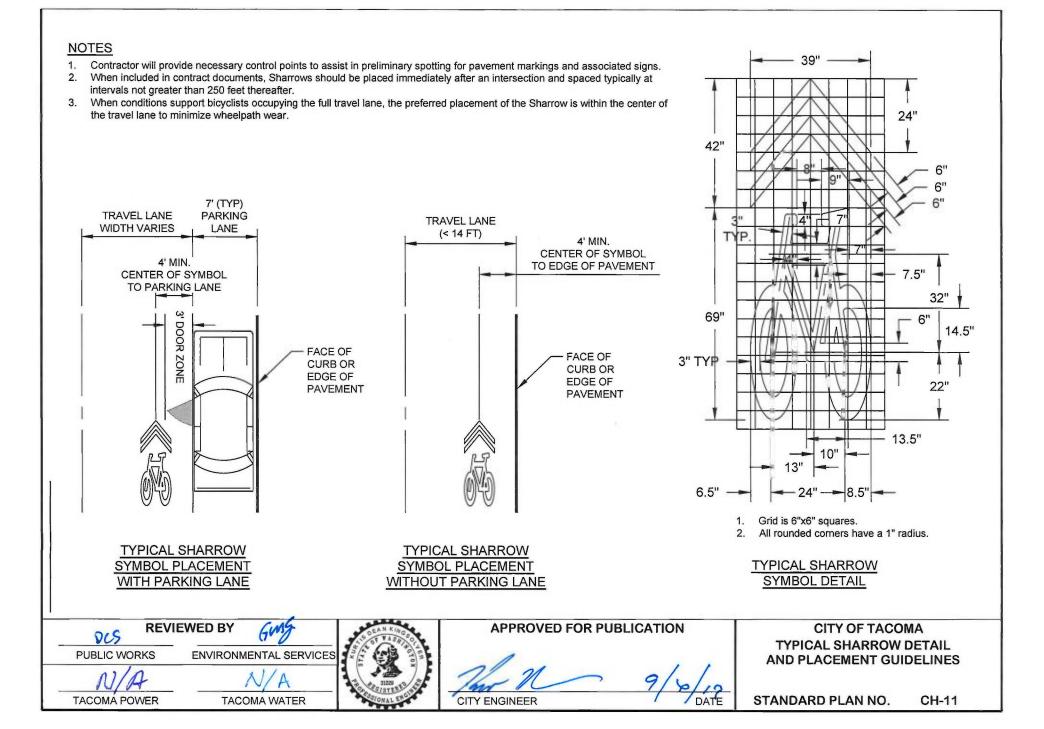
PAVEMENT

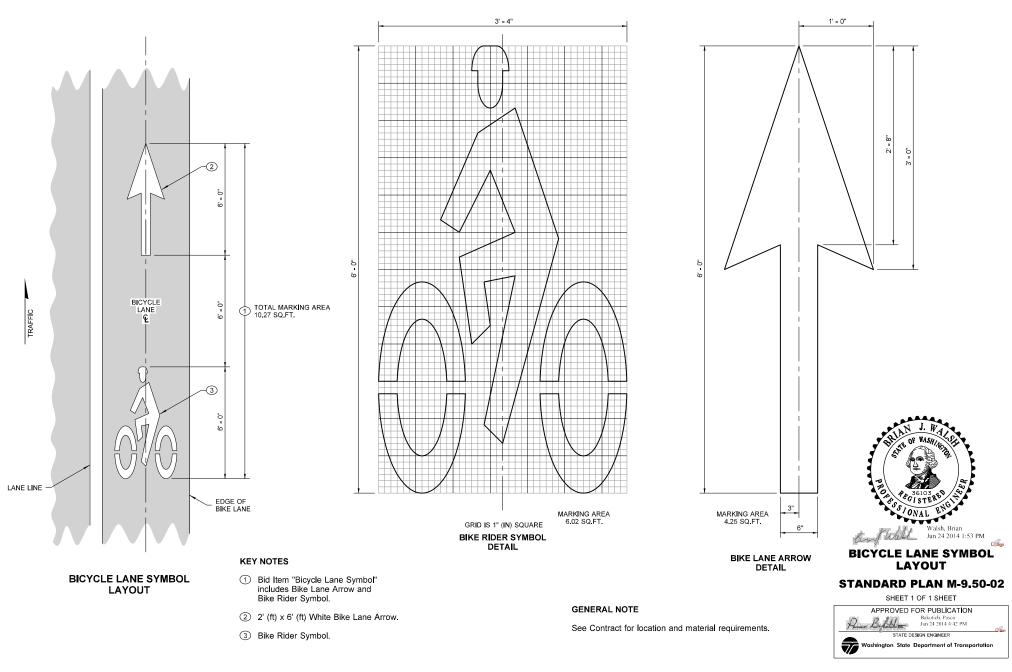
WORDS AND ARROWS

CH-10

STANDARD PLAN NO.

DATE





APPENDIX C

CITY OF TACOMA TRAFFIC CONTROL HANDBOOK

TRAFFIC CONTROL HANDBOOK

MUST MAINTAIN PEDESTRIAN AND DISABILITY ACCESS AT ALL TIMES





City of Tacoma Department of Public Works Last updated: 10/21/09

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INTRODUCTION (READ FIRST)

Traffic Control Handbook instructions Permits / General Rules Special Traffic Requirements

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Non-Arterial Road Closures Single Lane Non-Arterial with A Flagger CBD Right Lane Closure Shoulder Work with Minor Encroachment Two Lane Road with Center Closure Two-Way Lane Shift with Parking Right Lane Closure Right Lane Closure at Intersection Left Lane Closure At Intersection One Way Street Multi-Lane Closure Four Lane Road – Two Lane Closure Five Lane Road Multi-Lane Closure Traffic Control for Lane Shifting - 5 Lane Roundabout Traffic Control with Flaggers

SHORT DURATION WORK - UNDER 60 MINS

Lane Closure at Intersection Mid-Block Lane Closure Center Lane Closure at Intersection Inside Lane Closure at Intersection

PEDESTRIANS & MISCELLANEOUS

Traffic Control Recommendations for Truck Crossings Traffic Control for Portable Dumpsters Traffic Control for Moving Van Bypass Walkway for Pedestrians Bypass Ramps for Pedestrians Curb Ramp Pedestrian Control Sidewalk Closures Sidewalk Closure with Parking Closure

SURVEY CREWS

Survey Two Lane Arterial Intersection Survey Two Lane Arterial Mid Block Survey Multi-Lane Arterial

CREATE YOUR OWN PLAN

Blank Two Lane Road Blank Two Lane Road with Center Turn Lane Blank Two Lane Road with Two Intersections Blank Two Lane Road with Two Intersections and Parking Blank Two Lane Road with Four Intersections and Parking Blank Four Lane Road with Two Intersections Blank Four Lane Road with Two Intersections and Parking Blank Five Lane Road

TRAFFIC CONTROL PLAN INSTRUCTIONS

- 1) To create a traffic control plan, go to <u>www.govME.com</u>
- 2) At the bottom of the page, under "City Information" choose "Traffic Control Handbook"

City Information
City of Tacoma Website
Tacomaservices.org
Tollefson Plaza
2004 Design Manual
Streetlighting
Surface Water
Tacoma Cares
<u>TAGRO</u>
Traffic Accidents
Traffic Control Handbook

The City of Tacoma Traffic Control Handbook will open up in a new screen.

- Read "INTRODUCTION & SPECIAL REQUIREMENTS" Chapter. Pay particular attention to the sections regarding <u>Pedestrian and Disability access.</u>
- 4) Choose a plan closest to the type of traffic control you need.You may need to alter an existing plan or use multiple plans
- 5) Print out the traffic control plan that you need.
- 6) On the map, identify street names and addresses of work.
- 7) Draw site specific details (work area, location of signs, cones, etc.).
- 8) Add Contractor name and contact information.
- 9) Specify type of work at the top of the page
- 10) List dates of work and desired work hours.
- 11) Contact a Permit Specialist when you are done filling in your Traffic Control Plan.
- 12) Write the permit number in the top right corner of the sheet (when obtained from the Permit Specialist).
- 13) The Traffic Control Plan is not valid until permit is acquired and paid for.
- 14) You must keep a copy of the Traffic Control Plan on your job site for Inspectors and Road Use Compliance Officers to review. Prime contractors will be responsible for any subcontractor's traffic control unless sub goes through the above process.



City of Tacoma Public Works Department

INTRODUCTION

This manual is intended for use by any person, firm or corporation, public or private, when involved in construction, maintenance or any activity that alters the normal flow of traffic, vehicular or pedestrian, on any City right-of-way.

This manual shall be used in conjunction with <u>Part VI of The Manual on Uniform Traffic Control Devices</u> (MUTCD) for the installation of temporary traffic control and the Access Board's Guidelines for Accessible Public Rights -of-Way (2002), (www.access-board.gov/),

Authority to establish local rules regarding channelization and traffic control is permitted by Washington Administrative Code (WAC) 308.330.265.

Unless specifically addressed in this manual, when the term "should" is used in the MUTCD to describe a condition or method for traffic control, it means that if that suggestion is not used an equally effective method will be used. It does not eliminate the responsibility to address the situation.

This manual does not prohibit the use of additional traffic control or warning devices as long as the minimum conditions are met.

For additional information, please call the Engineering Division at (253) 591-5500.

PERMITS

A permit must first be obtained from the Public Works Department by any person, firm or corporation working in City right-of-way that alters the normal flow of traffic or makes any public place dangerous.

Provisions for obtaining a permit are outlined in Tacoma Municipal Code Chapter 10.22.

All applications for permits must have a comprehensive traffic control plan attached for review by the Traffic Engineer. Permits will not be issued unless the Traffic Engineer has approved the traffic control plan.

MUNICIPAL AGENCIES

Municipal agencies and Utilities are not required to obtain a permit for routine maintenance and repairs, but must notify the Traffic Engineer a minimum of 72 hours in advance if the following conditions apply:

- 1. Closing any street (see attached street closure requirements).
- 2. Altering or detouring traffic during commute hours on arterial streets (7 a.m. 9 a.m. and 4 p.m. 6 p.m.).
- 3. The activity or obstruction will be in place for more than 8 hours.
- 4. The activity or obstruction is during the hours of darkness.
- 5. The activity reduces traffic on arterial streets to less than one lane in each direction.

GENERAL RULES

The following list of rules must be followed while involved in construction, maintenance or other activity in City right of way unless specifically addressed by the Traffic Engineer.

- 1. All traffic control devices must meet the requirements established by the Manual on Uniform Traffic Control Devices.
- No activity will be placed in such a way as to detour, slow or alter traffic flow during peak commute hours. These times are generally from 7 a.m. – 9 a.m. and 3:30 p.m. – 6 p.m. The Traffic Engineer may allow an exception with prior approval.
- 3. An approved traffic control plan must be on-site and accessible for inspection at all times by law enforcement or inspectors.
- 4. Traffic control plans and activities must include the following components:
 - a. Advanced Warning Area: Signs and other devices inform drivers of what to expect.
 - b. Transition Area: Channelization devices move traffic from the normal flow to the desired path.
 - c. Activity Area: Area where the work takes place.

d. Buffer Space: Area used to separate traffic from the work activity area and provides recovery space for an errant vehicle.

- e. Termination Area: Area used to return traffic to the normal path.
- 5. Pedestrian and disability access must be maintained throughout the period of time construction is underway. This does not just apply to the final product, but accessibility must be maintained during the actual construction. Safe, clearly marked routes must be maintained through or around the construction activity at all times. The use of temporary walkways with width, slope, and cross-slope compliant to the maximum extent feasible shall be incorporated on the job site. Surfaces must be firm. stable, and slip resistant. Channeling and barricading must be used to separate pedestrians from traffic. Adequate barricading must be addressed to prevent visually impaired pedestrians from entering work zones. Alternate pedestrian circulation routes with appropriate signage that can be accessed by people who use mobility aids (wheelchairs, walkers, scooters, etc.) The alternate circulation path shall have a minimum width of 5 feet and parallel the disrupted pedestrian access route when practicable. Barricades and channelizing devices shall be continuous, stable, non-flexible, and shall consist of a wall, fence, or enclosure specified in section 6F of the MUTCD. A solid toe rail should be attached such that the bottom edge is 6 inches maximum above the walkway surface. The top rail shall be parallel to the toe rail and shall be located 36 inches minimum and 42 inches maximum above the walkway surface. If drums, cones, or tubular markers are used to channelize pedestrians, they shall be located such that there are no gaps between the bases of the devices in order to create a continuous bottom, and the height of each individual device shall be no less than 36 inches.
- Persons in charge of maintaining or establishing traffic control and channelization must have a certified flagger control card in their possession and must be on the site at all times or be represented by another knowledgeable, certified person.
- A flagger cannot be used to direct traffic through a signalized intersection against the signal indications. When flaggers are used near signalized intersections, care will be used to clear the intersection of traffic before the signal change.
- 8. In some situations, Signal modifications may be used to support the traffic control plan. The traffic Signal Shop shall make all modifications, and all modifications must be approved by the Traffic Engineer.
- 9. A uniformed police officer is required to direct traffic through a signalized intersection against the signal indications.
- 10. Police officers may also be required during activities for traffic calming if speeds are high, pedestrian or vehicular traffic volume is extremely high, or during emergencies.

- 11. To minimize the disruption to access to adjacent properties, and to Pierce Transit operations, the lane closure area shall be limited to that area of active work and necessary for appropriate lane closure tapers. The Contractor shall stage work to maintain access to and egress from all properties at all times. An **approved traffic control plan and permit shall** be posted on the job site for review by City officials. Construction Inspectors shall ensure the approved traffic control plan is on site at all times. Any approved Traffic control plans the Contractor doesn't follow are in violation of the Standard Specifications which are included in the contract. It is the inspector's job to have them comply or Stop work. Jobs having permits only and not following the approved Traffic Control plan is a violation of Tacoma Municipal Code 10.22.080. The work can be stopped or a violation infraction can be imposed in an amount not exceeding \$500.00.
- 12. When parking lanes are closed due to construction, "no parking" portables will be installed at least 48 hours in advance of the closure in unrestricted areas and 24 hours in advance in time restricted areas. The message on the portables shall establish the date and hours for no parking.
- During emergencies where life, property or public safety is in danger, conditions listed may be changed. Traffic control will be addressed along with the initial response. (See attached page for emergency contact numbers.)
- 14. The Traffic Engineer may allow reduced speed limits in construction area zones. Request for speed reduction must be included in the traffic control plan.
- 15. All signs and cones shall be removed from the right-of-way when traffic control is not in effect.
- 16. The contractor may be required to discontinue work if possible conflict exists with special events such as parades, sporting events, miscellaneous rallies, and large public meetings. Information concerning such events can usually be obtained from the City Clerks Office, tel. (253) 591-5171.
- 17. Maintenance of 2-way traffic on arterial streets at all times except on one-way streets. Additional width for facilitating traffic flow may be obtained by prohibiting on-street parking adjacent to the work zone.
- 18. No work shall be scheduled on streets or sidewalks within the City of Tacoma Business Districts from Thanksgiving Day through New Year's Day.
- 19. All traffic control devices used at night, particularly signs, barricades and channelizing devices, must have Type C steady burn lights. Requests to reduce the number of lights used on channelizing devices must be specifically detailed on the approved traffic control plan.

Failure to comply with the provisions of this manual is a traffic infraction and, notwithstanding any fines or penalties levied against the person, firm or corporation involved, if a safety hazard exists, the work may be ordered stopped and the obstruction cleared by the person, firm or corporation responsible or by the City at that responsible party's expense.

http://www.cityoftacoma.org/

http://wspwit01.ci.tacoma.wa.us/govME/Admin/Inter/StartPage/default.aspx http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic Control Handbook.pdf

Special Traffic Requirements

The contractor shall notify the following departments three (3) working days prior to any street closure. Pierce Transit requires five (5) working days prior to any route detours.

Department	Phone	Fax	Email
Traffic Engineering	591-5500	591-5533	
Tacoma Fire Department	591-5733	591-5034	kmueller@cityoftacoma.org
Tacoma Police –Ops	591-5932	594-7842	
LESA	798-4721 Opt #3	798-2708	
Sound Transit Link	206-370-5674		
Pierce Transit	581-8109	589-6364 or 589-6367	
Pierce Transit Events Coordinator	581-8001	984-8161	
Public Works/Street Ops	591-5495	591-5302	
School Trans Office	571-1853	571-1932	
Durham School Services		475-0422	
First Students		272-7799	
UWT Facilities Services		692-5705	
Off-Duty Police Officer	591-5932		TacomaPoliceEvents@cityoftacoma.org
Tacoma Refuse	591-5544	591-5547	

Include the following information when notifying the above departments.

Name of street to be closed & the extent of the closure (between which two roads).

Stipulate whether or not the area is to be open to local traffic & emergency vehicles.

State the date(s) & hour(s) the closure will be in effect.

Give the reason for the closure.

Provide detour information.

State who/which firm is performing the work.

Provide the name and telephone number of a contact person.

Recommended Publications

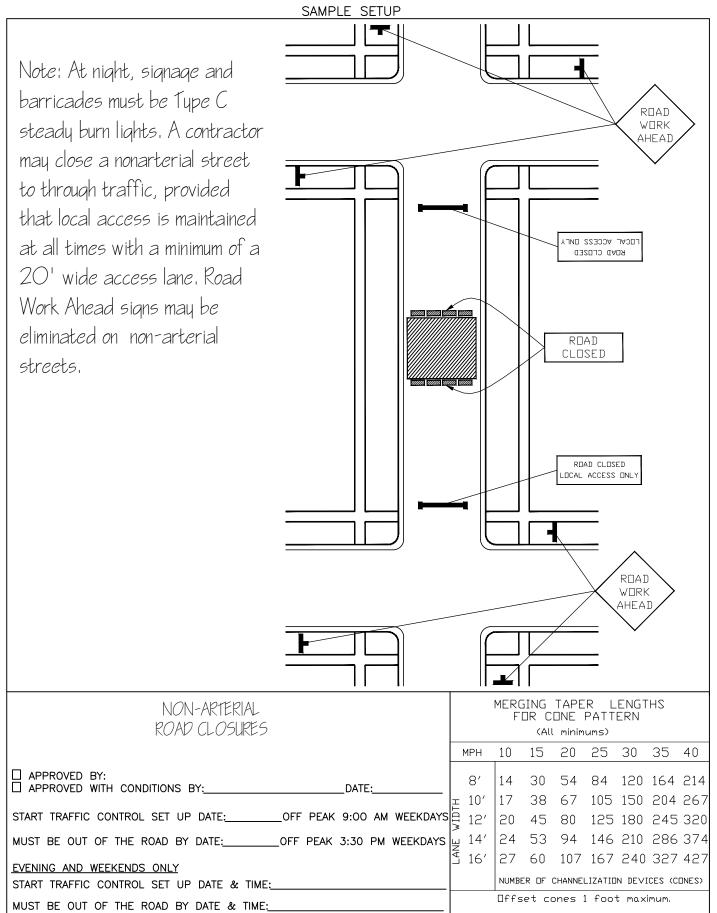
As a contractor you will have many opportunities for setting up traffic control. To comply with national standards, we recommend having the **MUTCD** (Manual on Uniform Traffic Control Devices) for future reference.

To order hard copies or CD versions of the MUTCD please go to one of the links below: American Association of State Highway Organizations at: <u>https://bookstore.transportation.org/</u> Institute of Traffic Engineers at: <u>http://www.ite.org/bookstore/index.asp</u> American Traffic Safety Services Association at: <u>http://www.atssa.com/</u>

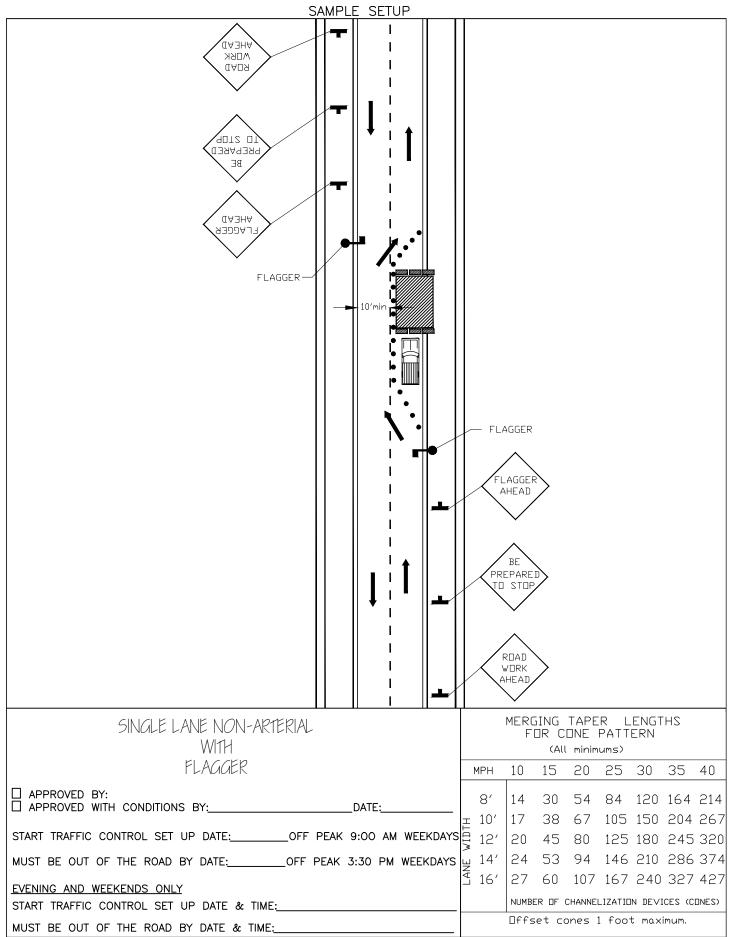
Things to Think About

Before the traffic control plan is drawn visit the site and look for special circumstances that may be unique to the area. For example work being done on the sidewalk may be a hazard if someone walks out a door into your wet cement or a tool may fall on someone's head if someone is in a lift washing windows. Call Pierce Transit if you need to do work at a bus stop. Transit requires five (5) days notice for route detours. Transit will inform citizens and move or temporarily close the stop. Keep in mind that pedestrians need 5' of unobstructed walking area. If roadwork needs to be done on an arterial street, traffic control devices shall be removed during peak hour traffic (7am to 9am and 4pm to 6pm). For further information see our TRAFFIC CONTROL HANDBOOK.

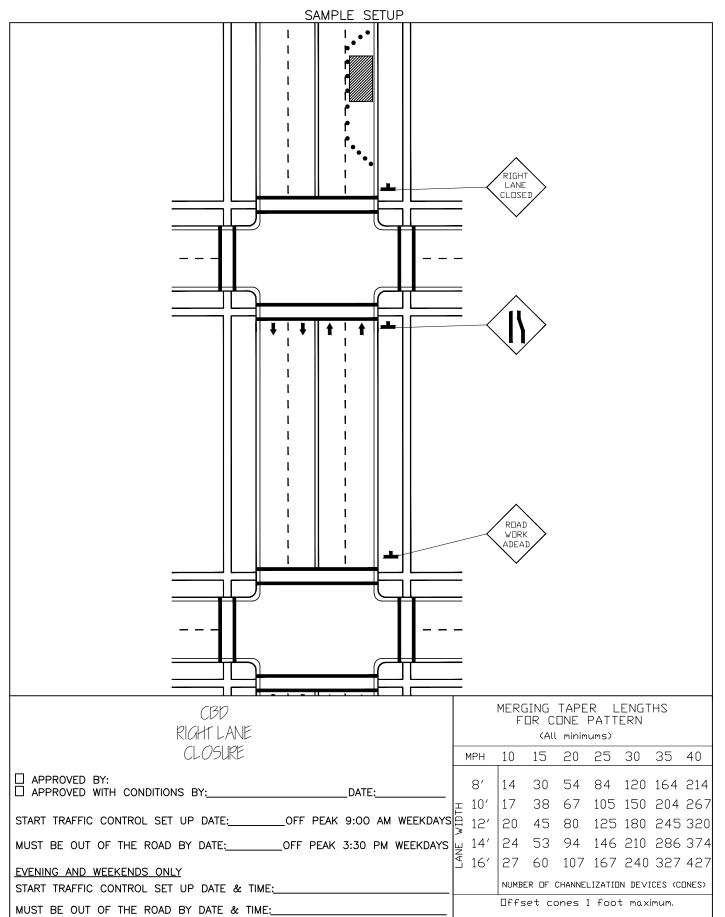
http://www.cityoftacoma.org/ http://wspwit01.ci.tacoma.wa.us/govME/Admin/Inter/StartPage/default.aspx http://wspwit01.ci.tacoma.wa.us/download/PDF/Traffic_Control_Handbook.pdf



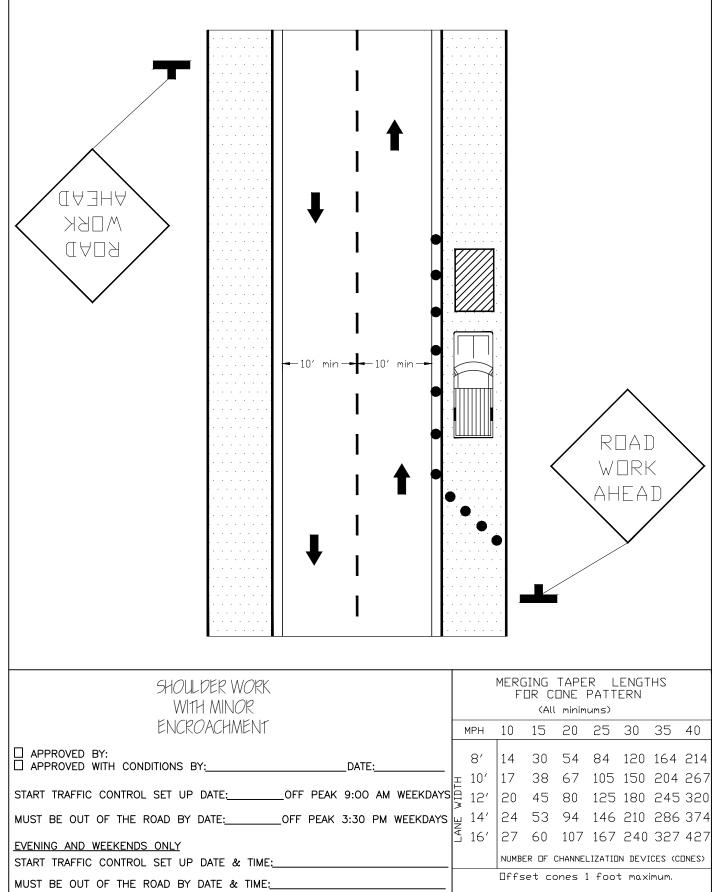
NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS <u>SHALL</u> BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ONDER AND/OR CITATION. NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGYING DAY THROUGH NEW YEAR'S DAY. NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.



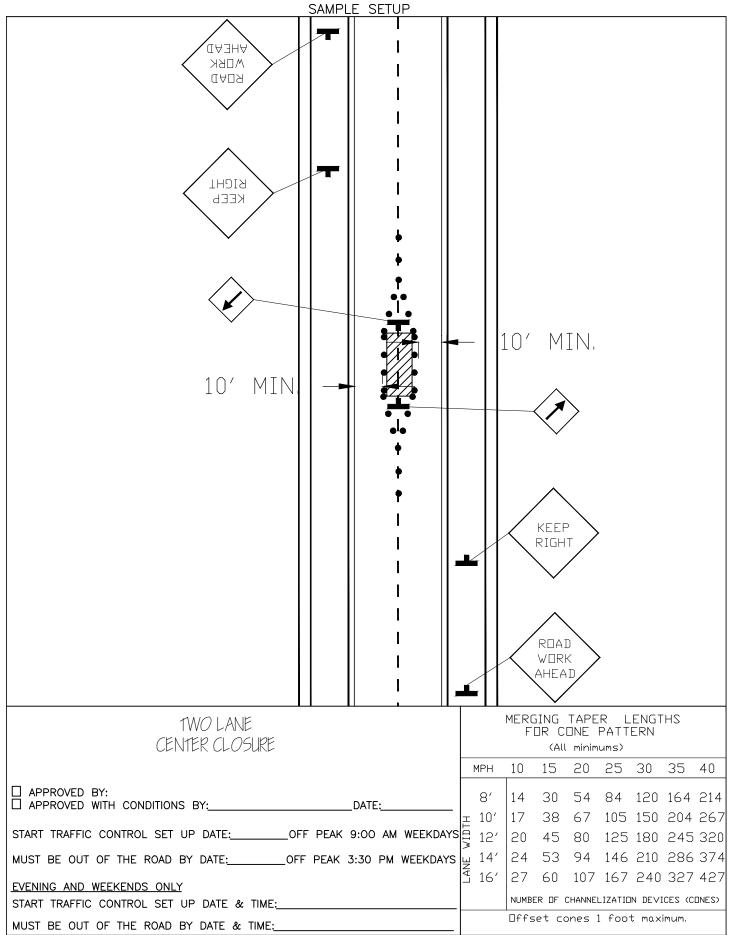
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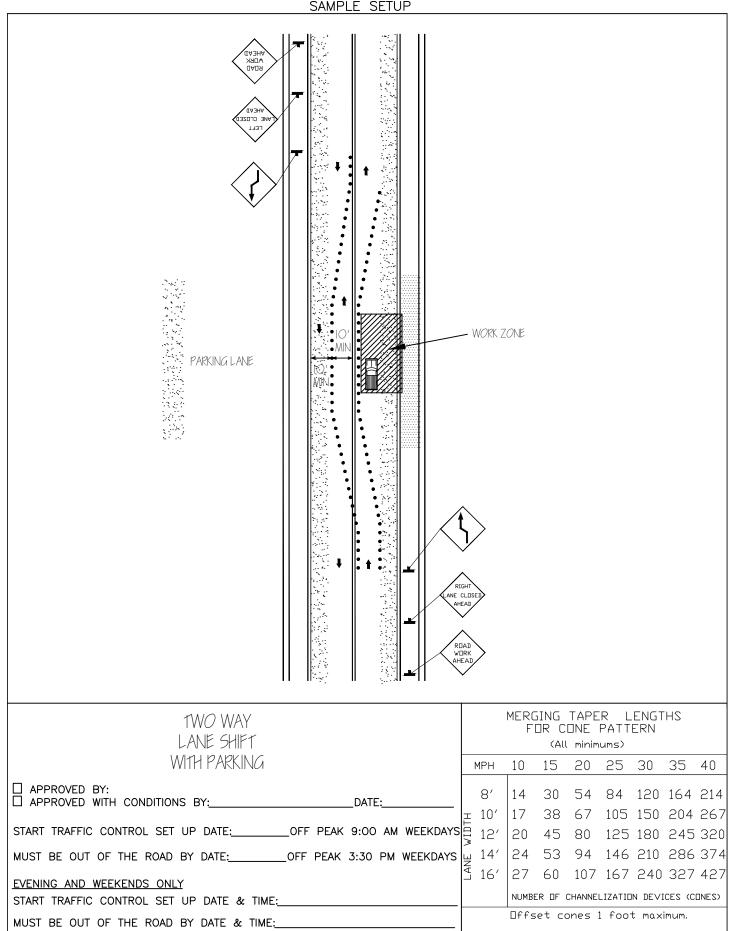
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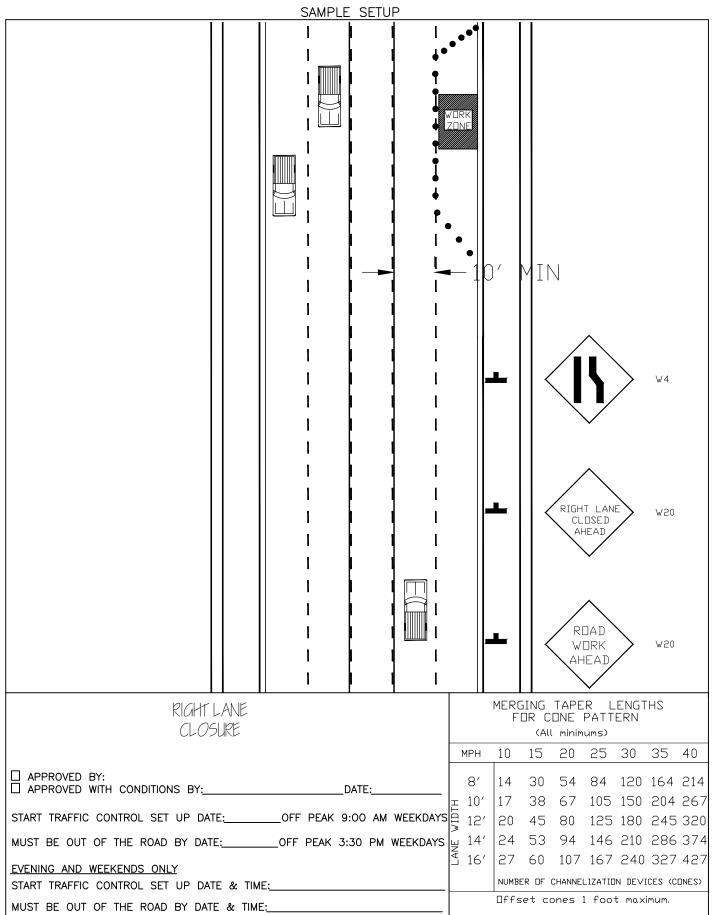
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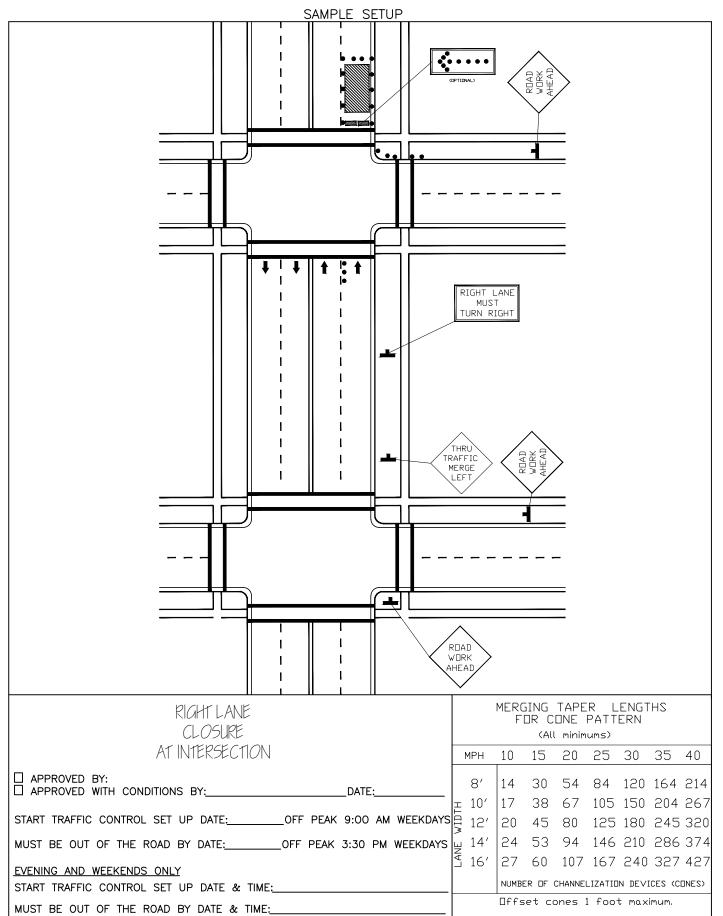
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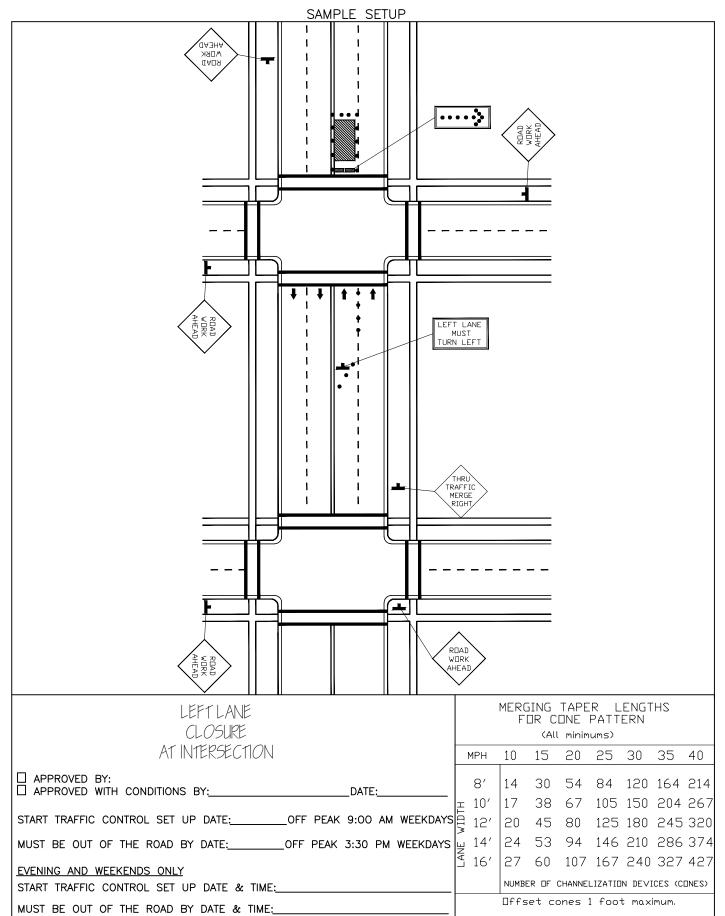
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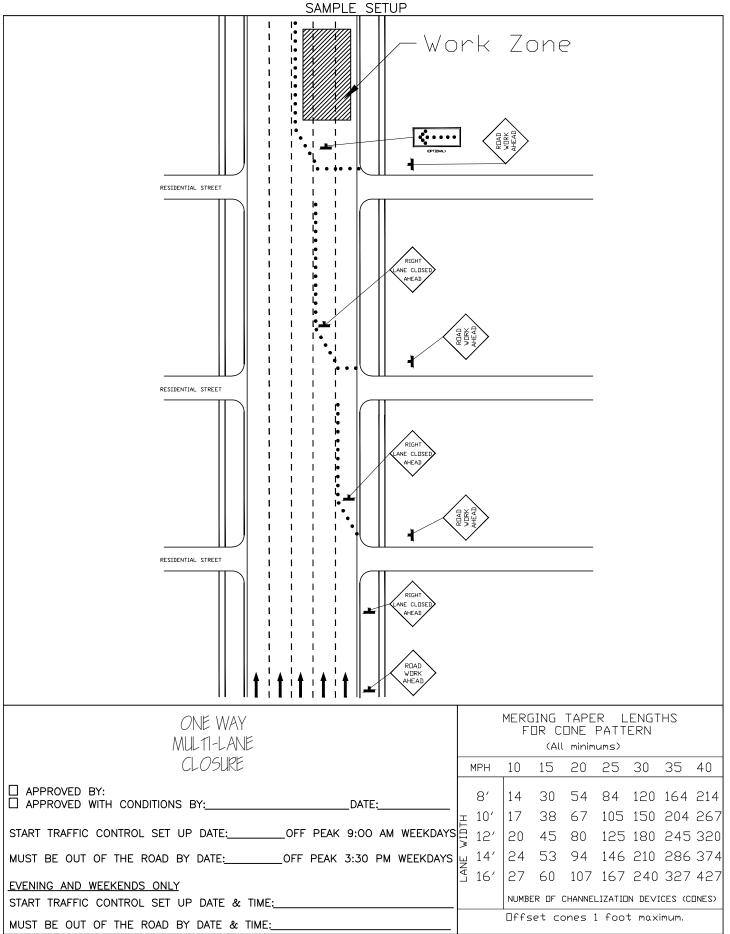
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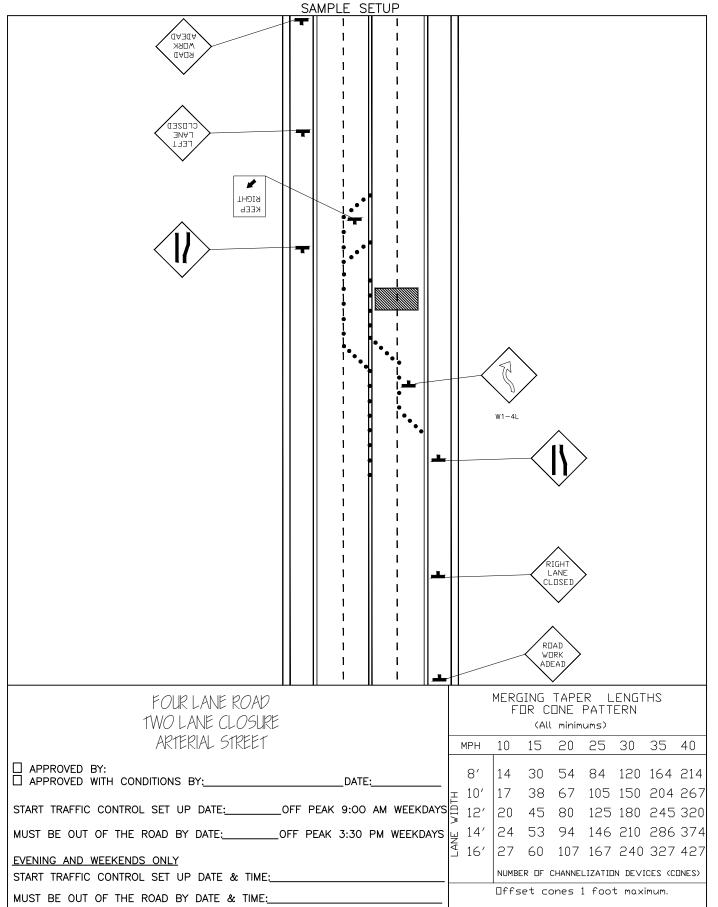
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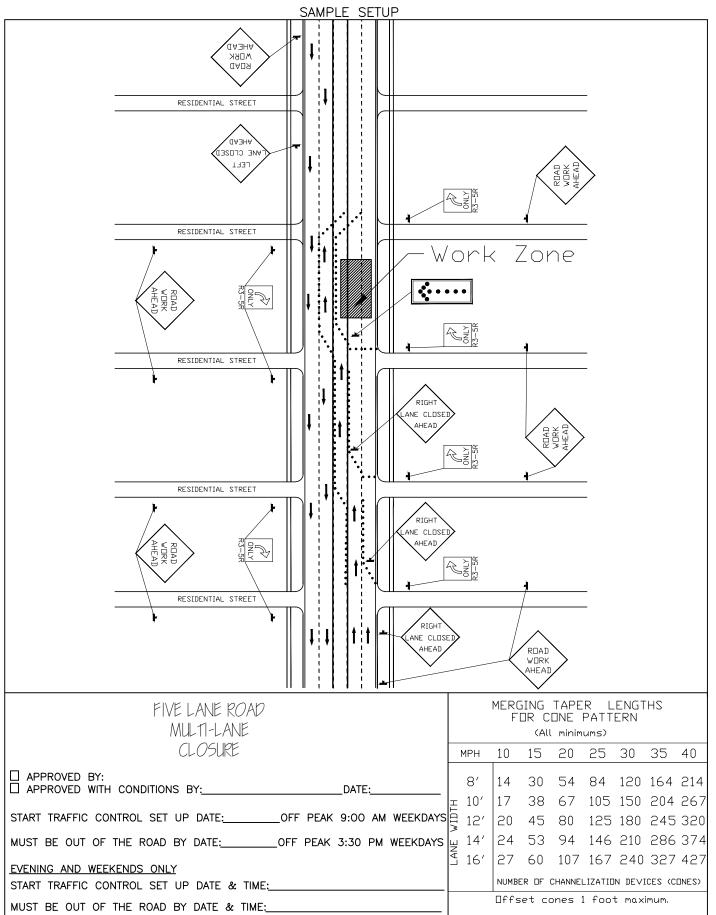
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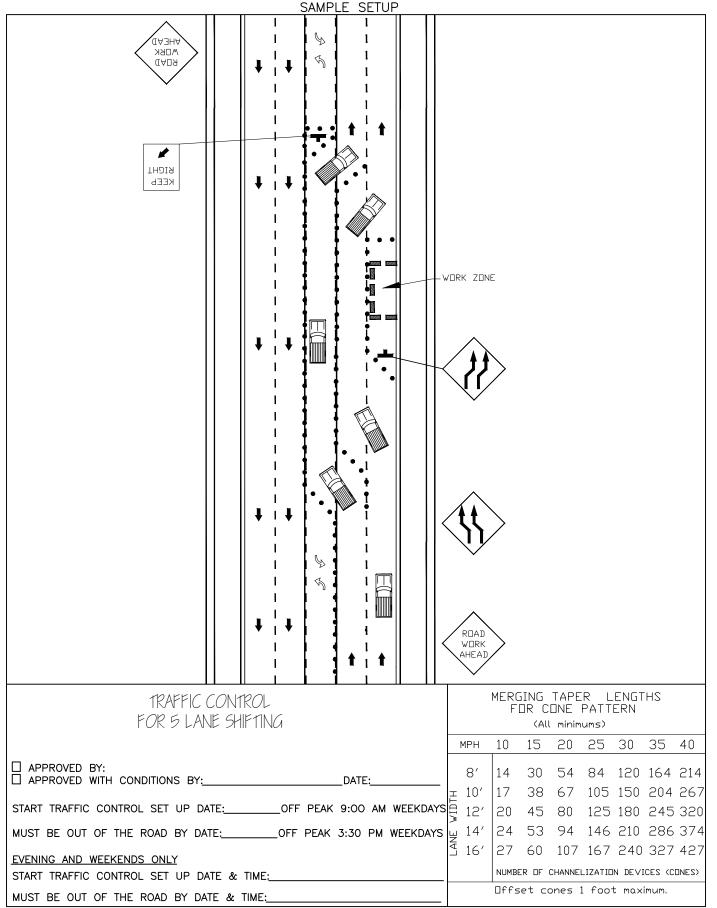
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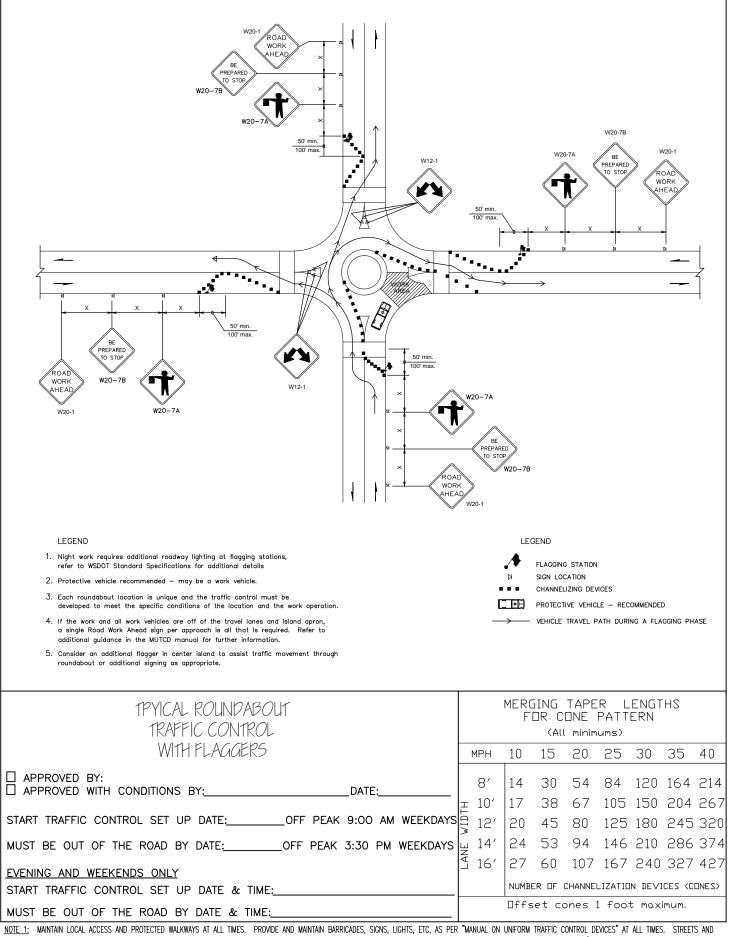
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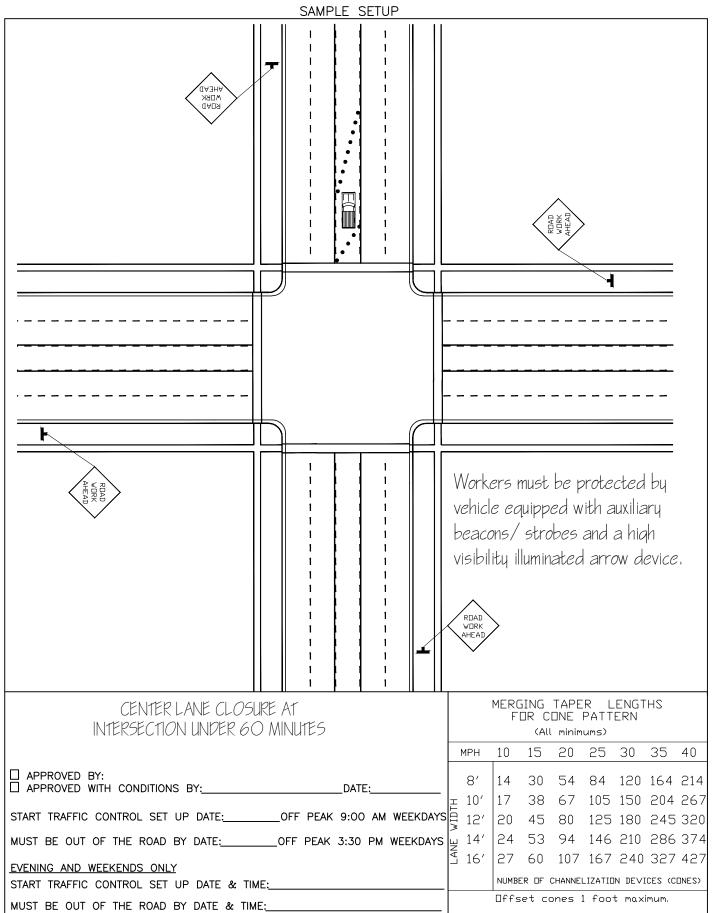
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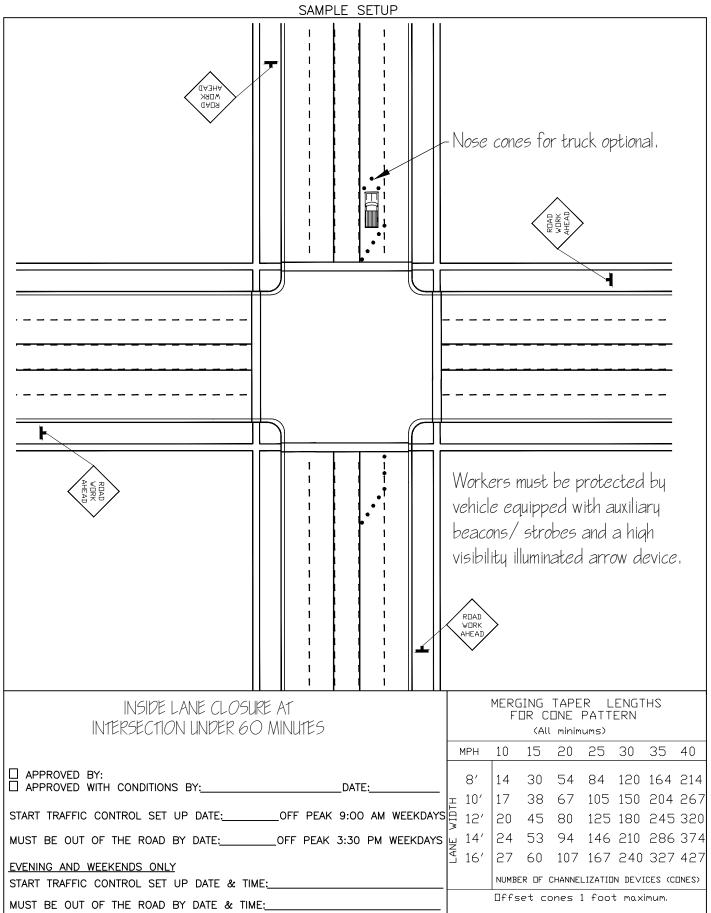
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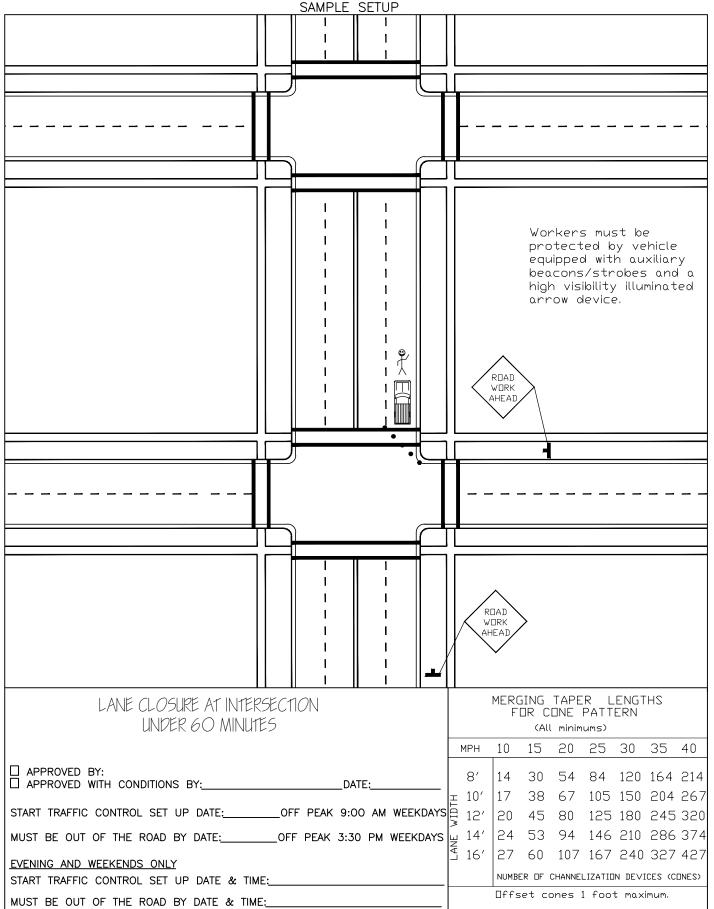
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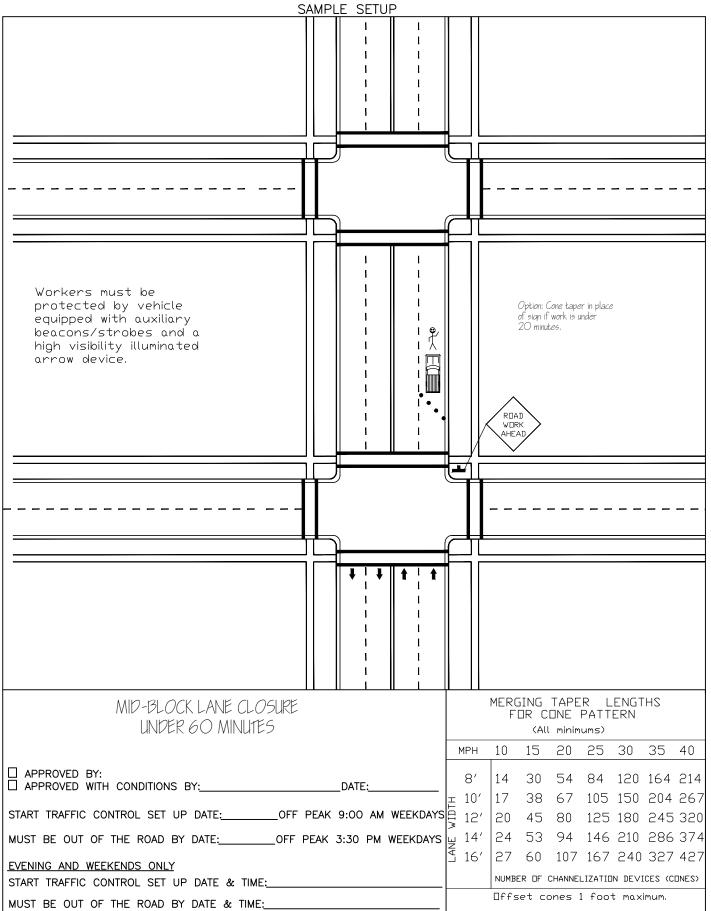
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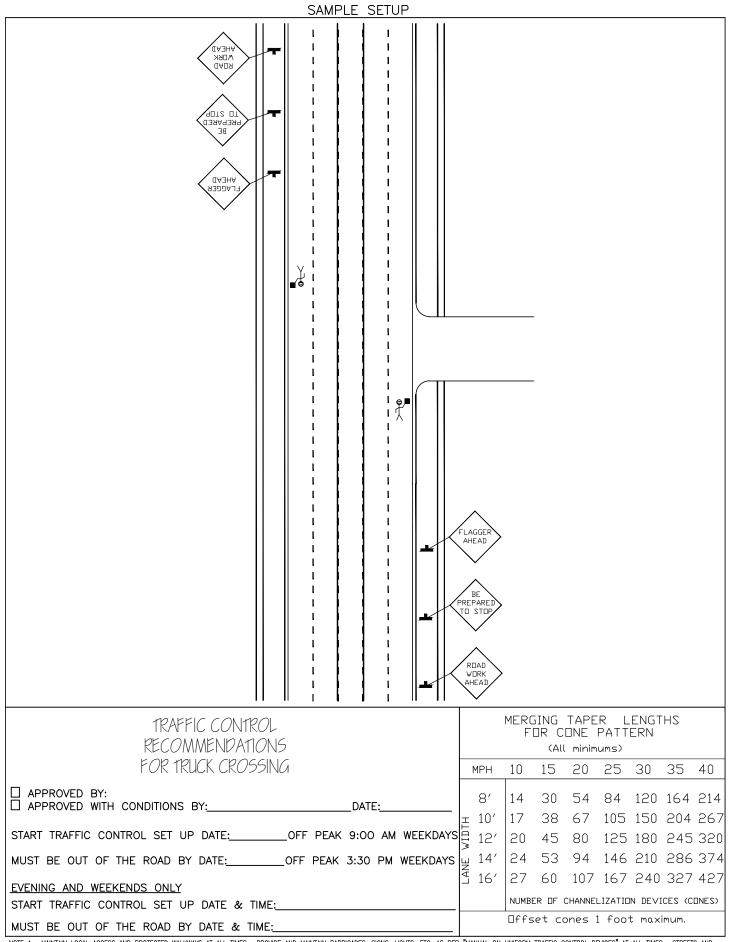
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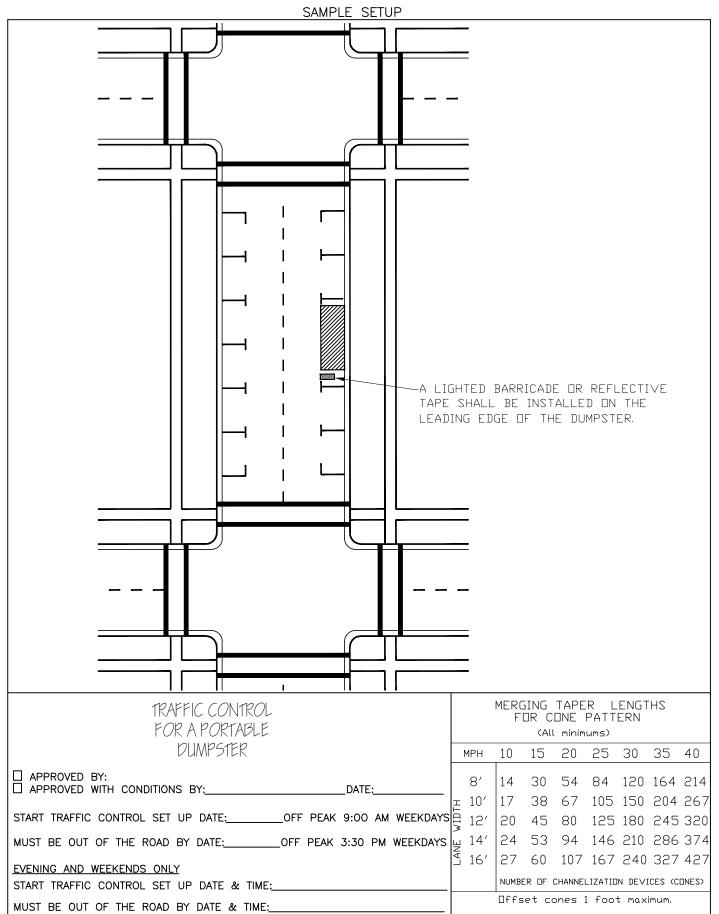
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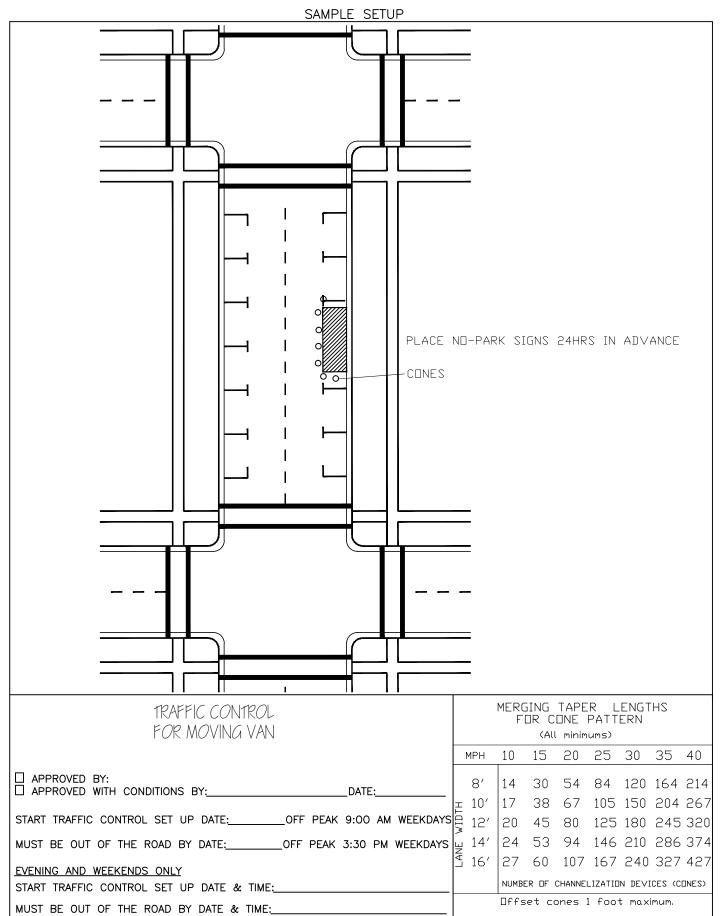
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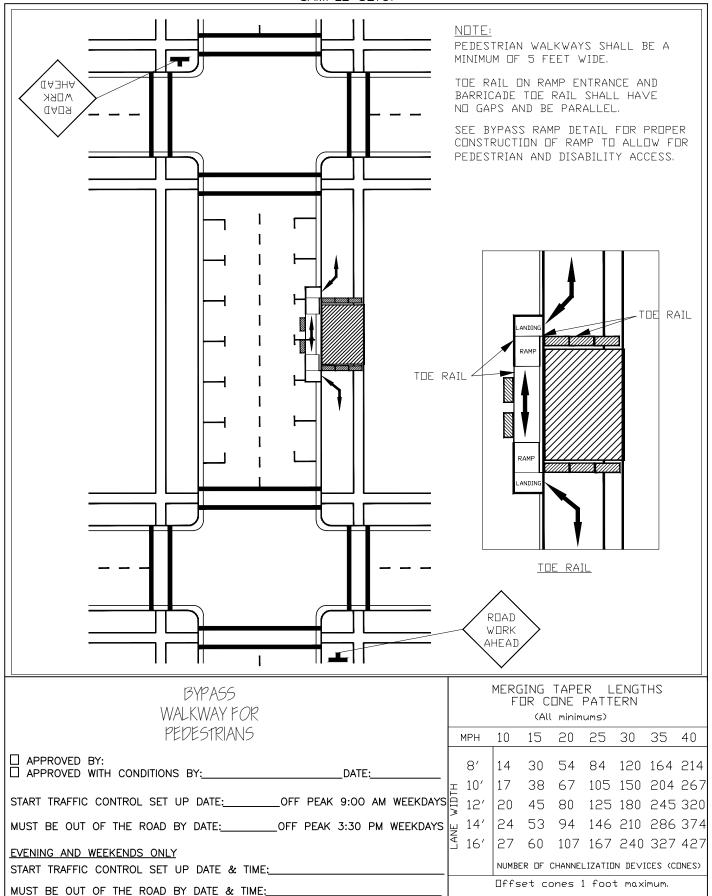
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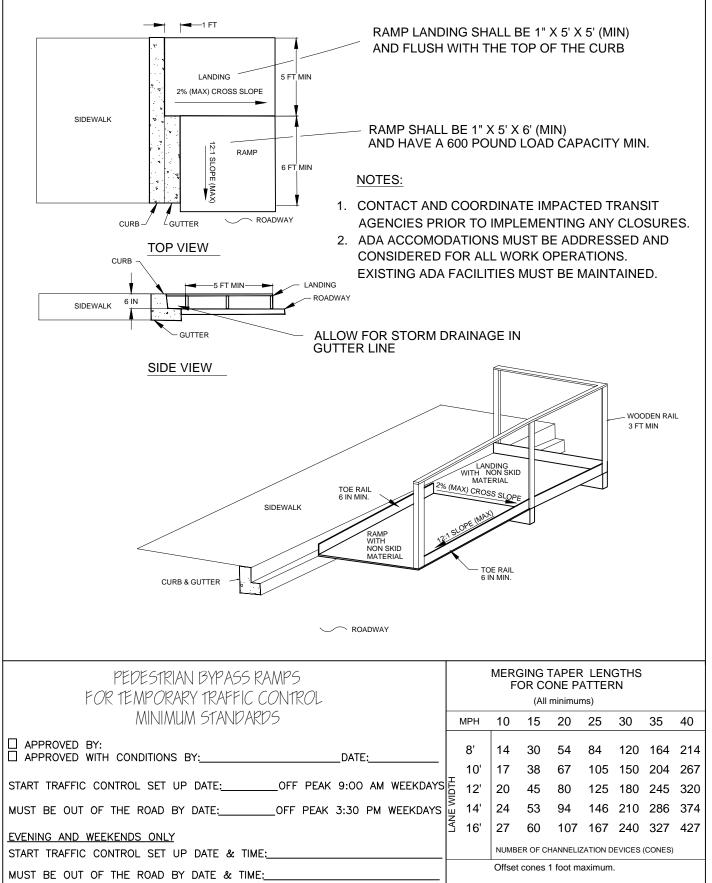
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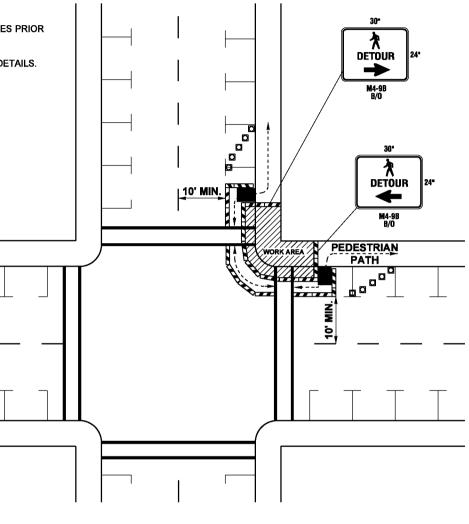


INSTALL ON TYPE 2 BARRICADES THROUGHOUT THE WORK AREA 24 HOURS PRIOR TO IMPLEMENTING TRAFFIC CONTROL. PRIOR NOTIFICATION OF LOCAL LAW ENFORCEMENT REQUIRED.

NOTES:

1. CONTROLS SHOWN ARE FOR PEDESTRIAN TRAFFIC ONLY.

- 2. MAINTAIN A MINIMUM OF 48" FOR A PEDESTRIAN PATH.
- 3. CONTACT AND COORDINATE IMPACTED TRANSIT AGENCIES PRIOR TO IMPLEMENTING ANY CLOSURES.
- 4. SEE SHEET TC-52 FOR TEMPORARY PEDESTRIAN RAMP DETAILS.
- 5. ADA PEDESTRIAN FACILITIES MUST BE MAINTAINED.



SIDEWALK DIVERSION

SIDEWALK DETOUR

R9-10

B/W

SIDEWALK CLOSED

USE OTHER SIDE

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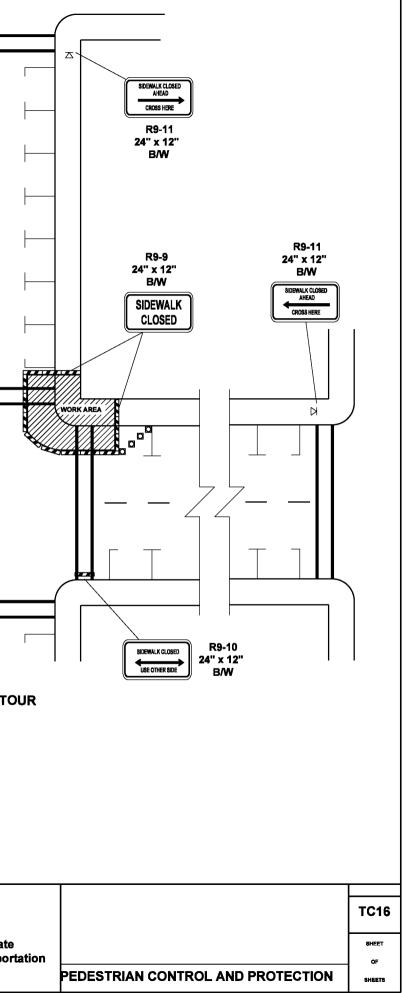
24" x 12"

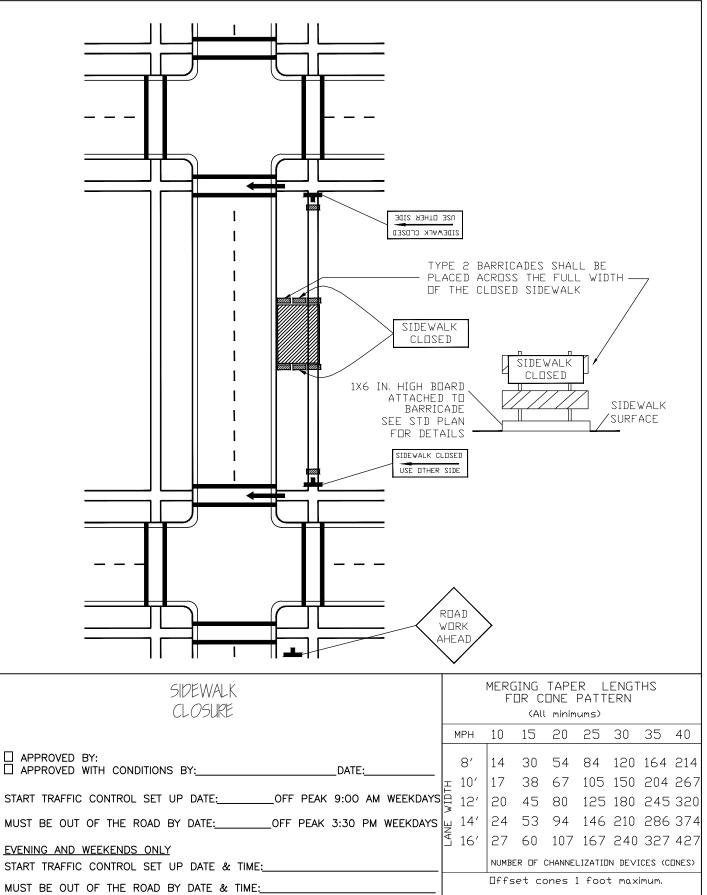
LEGEND

- ▷ TEMPORARY SIGN LOCATION
- CHANNELIZING DEVICES
- PEDESTRIAN CHANNELIZING DEVICES
- TEMPORARY PEDESTRIAN RAMP FOR SIDEWALKS

INTERSECTION PEDESTRIAN TRAFFIC CONTROL

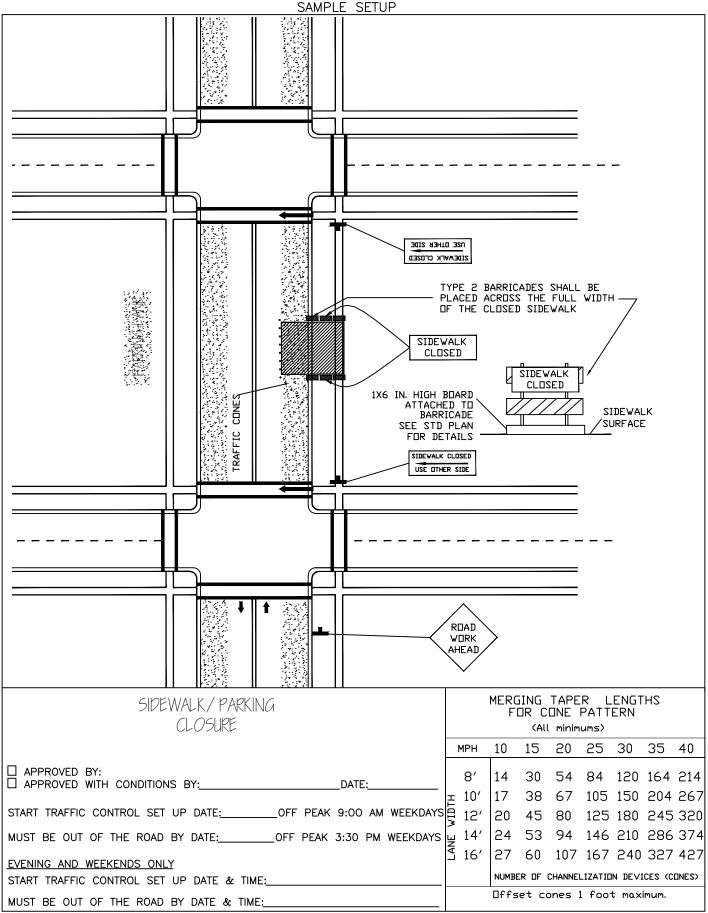
NOT TO SCALE S:\Design R P& S\4-Standards\2-Plan Sheet Library\10-Work Zone Traffic Control (TC)\TC-16\TC-16.dgn FILE NAME TIME 9:18:30 AM FED.AID PROJ.NO. REGION NO. DATE 9/19/2012 7Ì 10 WASH PLOTTED BY CyfordL JOB NUMBE DESIGNED BY Washington State ENTERED BY Department of Transportation CHECKED BY CONTRACT NO. LOCATION NO. PROJ. ENGR. DATE DATE DATE BY REGIONAL ADM. REVISION P.E. STAMP BOX P.E. STAMP BOX



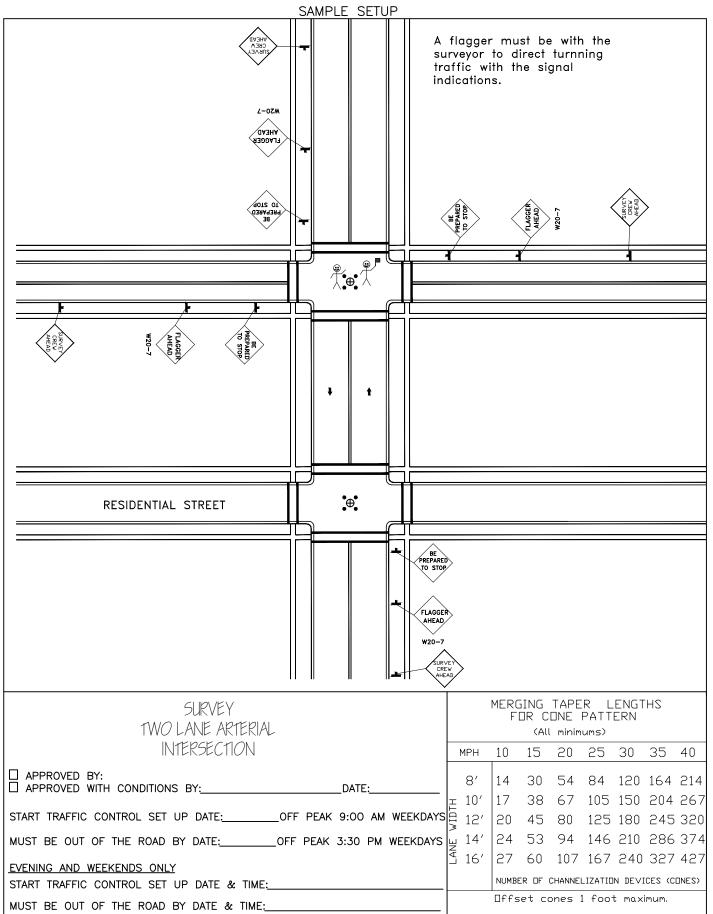


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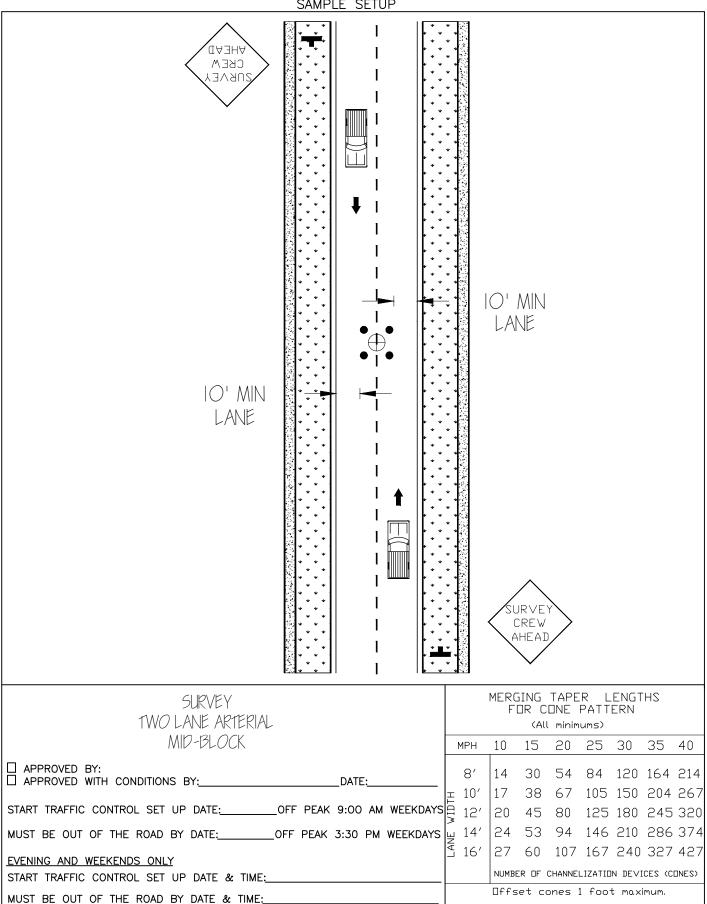
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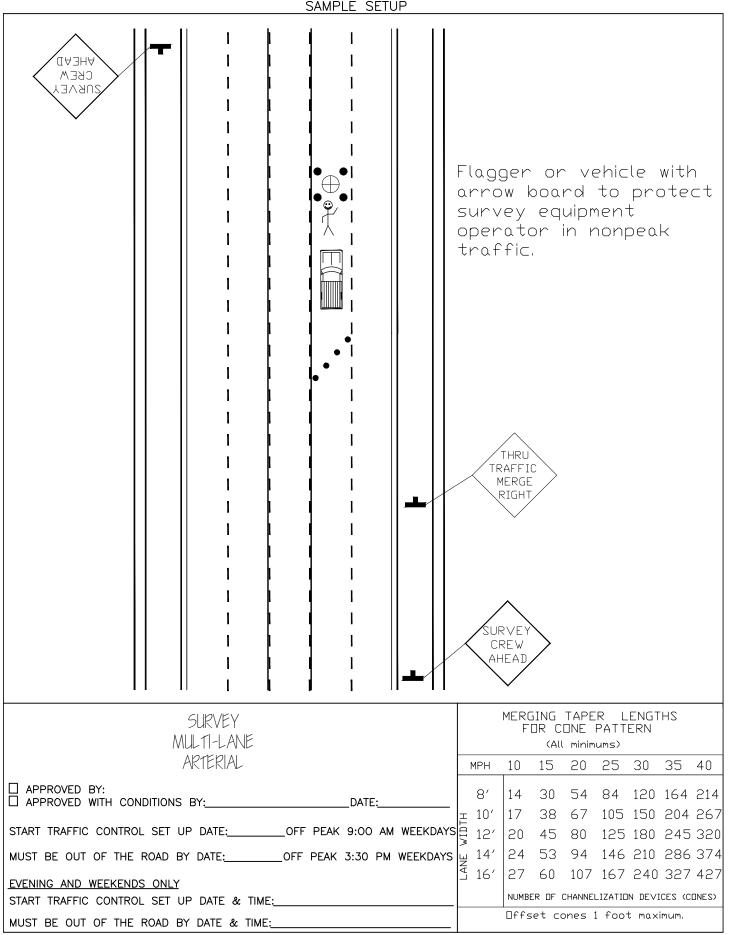


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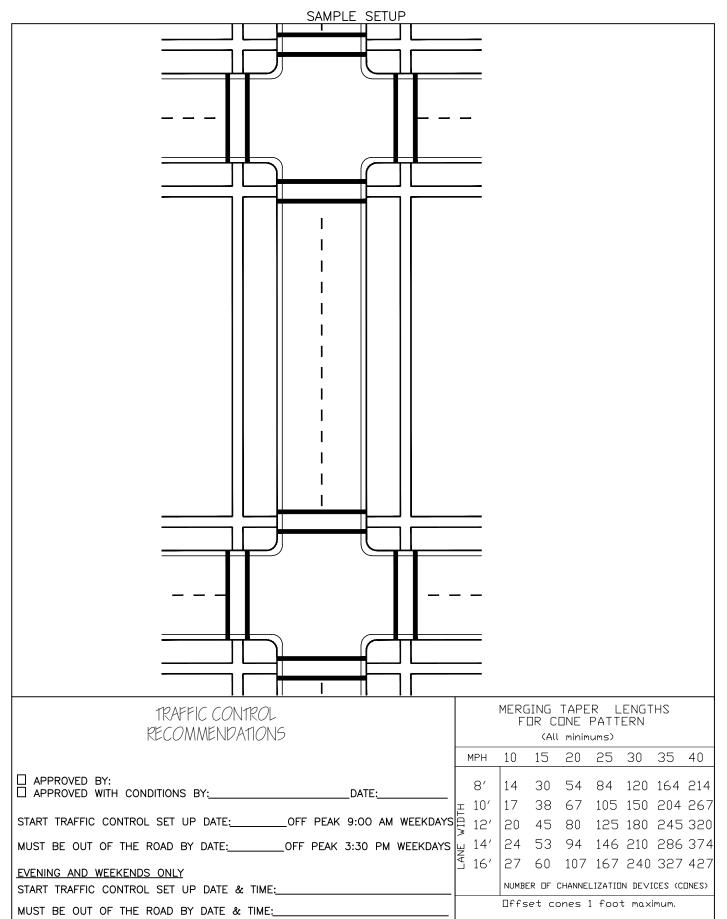
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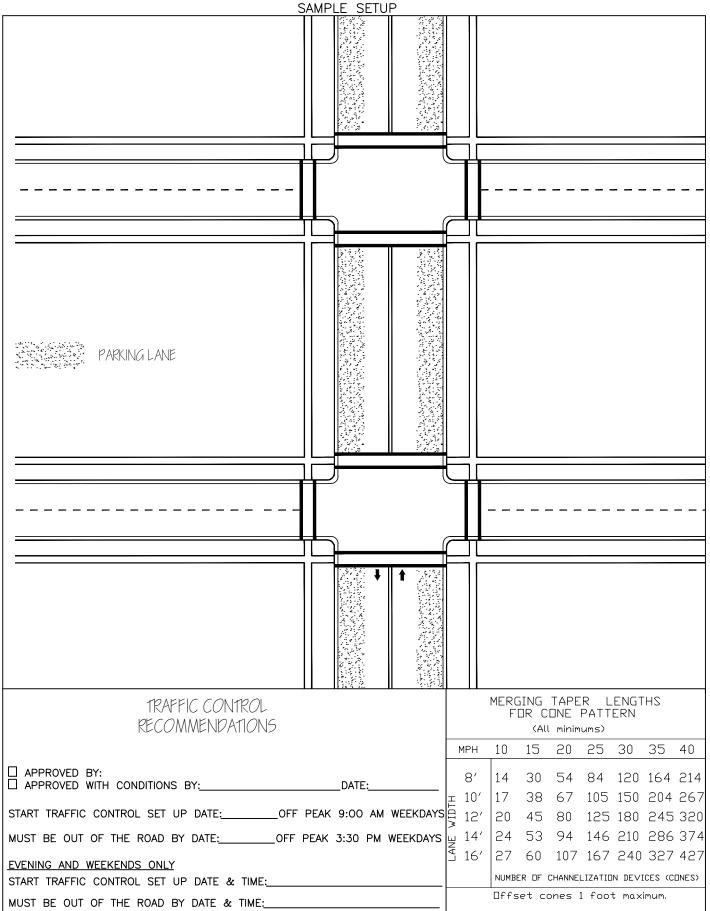
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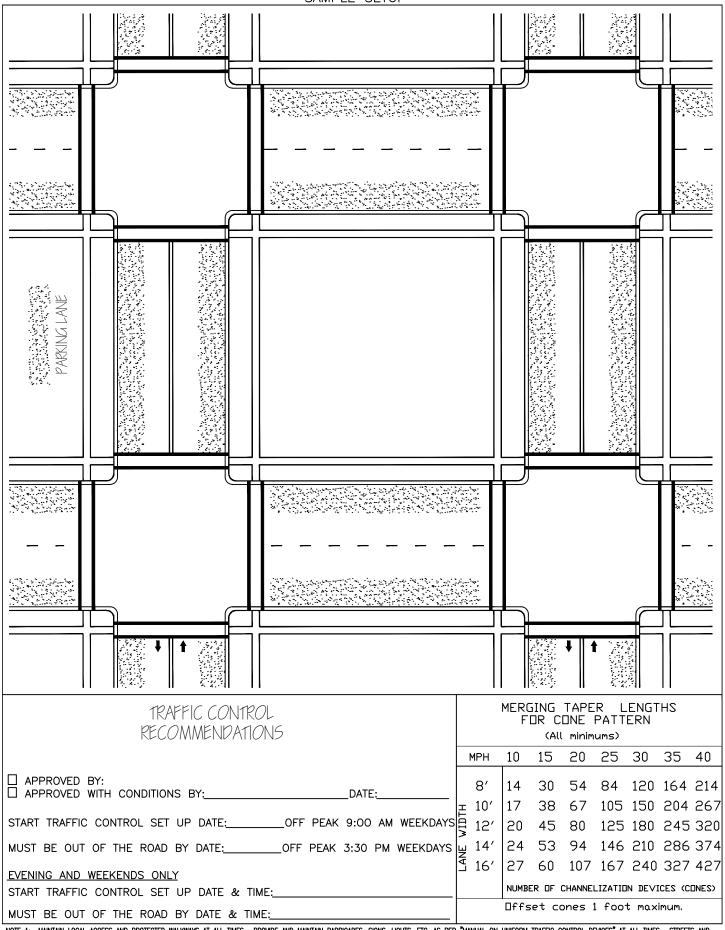
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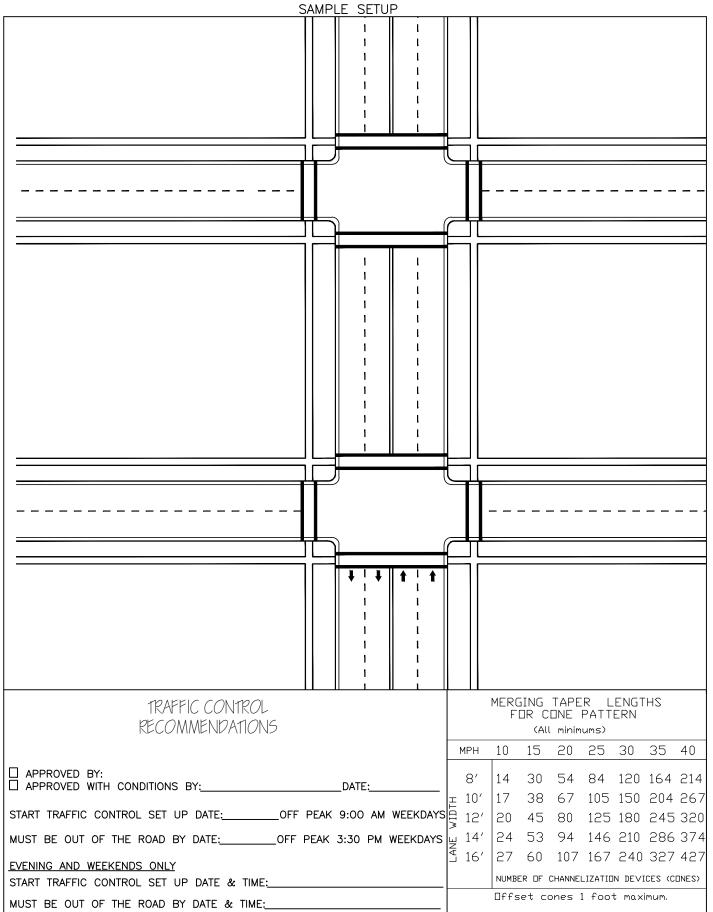
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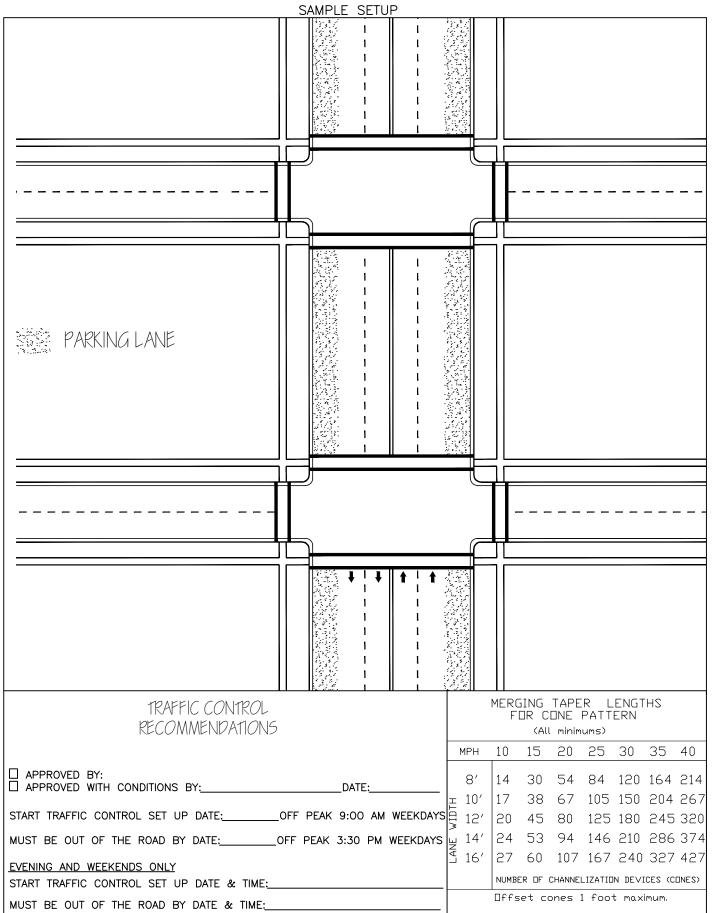
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PART III

CITY OF TACOMA

EQUITY IN CONTRACTING PROGRAM

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation form contained in the bid submittal package:

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

Equity in Contracting Requirements

Minority Business	Women Business	Small Business Enterprise
Enterprise Requirement	Enterprise Requirement	Requirement
3%	9%	18%

A list of EIC-eligible companies is available on the following web site addresses:

www.cityoftacoma.org/sbe www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: PW20-0245N Date of Record: 8.14.2020

*For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.

CHAPTER 1.07 EQUITY IN CONTRACTING

Sections: 1.07.010 Policy and purpose. 1.07.020 Definitions. 1.07.030 Discrimination prohibited. 1.07.040 Program administration. Certification. 1.07.050 1.07.060 Program requirements. 1.07.070 Evaluation of submittals. 1.07.080 Contract compliance. 1.07.090 Program monitoring. 1.07.100 Enforcement. 1.07.110 Remedies. 1.07.120 Unlawful acts. 1.07.130 Severability. 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

B. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

C. "City" means all Departments, Divisions and agencies of the City of Tacoma.

D. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

E. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

F. "Goals" means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

G. "MWBE Certified business" (or "MWBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.

H. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.

I. "SBE Program Manager" means the individual appointed, from time to time, by the City's Community and Economic Development Director to administer the Program Regulations.

J. "Program Regulations" shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

K. "Non-Public Works and Improvements" means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

L. "Person" means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

M. "Proposal" means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

N. "Public Works (or "Public Works and Improvements)" means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

O. "Quote" means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

P. "Respondent" means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

Q. "Services" means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City's Purchasing Policy Manual.

R. "Submittal" means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

S. "Supplies" means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

T. "Tacoma Public Utilities Service Area" means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:

1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and

2. The company can demonstrate that it also meets at least one of the following additional requirements:

a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or

b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or

c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or

d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the MWBE and SBE requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;

2. Publish notice of the contractor's noncompliance;

3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;

4. Withhold funds due contractor until compliance is achieved; and/or

5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

City of Tacoma

Equity In Contracting Program Regulations

City of Tacoma Equity In Contracting Regulations Manual
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Introduction

This document serves as the administrative manual for the Equity in Contracting policy that is described in Tacoma Municipal Code (TMC) Chapter 1.07.040(B). The manual will explain how compliance, monitoring, oversight, requirement-making, bid incentives, and enforcement actions will be administered. The document will be regularly updated. For any questions related to this document, please contact the Equity in Contracting (EIC) office at (253)591-5075 or <u>SBEOffice@cityoftacoma.org</u>.

Goals/Requirements on Contracts

A. Requirements

- 1. Public Work
 - a. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise (SBE) requirements are placed on all Public Work projects.
 - i. MBE, WBE, and SBE requirements are **mandatory**. As such, any bidder that does not meet any requirement shall be considered non-responsive by the Equity in Contracting office.
 - ii. If a bidder wishes to request a waiver, they must identify the request on the Equity in Contracting Waiver Request Form complete with the reason(s) why.
 - 1. Waiver types are listed under the "Waivers" section B.

Contractors are also subject to the City's ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the Equity in Contracting Office at 253-591-5075 for assistance. The list of City of Tacoma SBE subcontractors is available at

<u>https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505</u>. The list of MBE, WBE, and SBE certified firms from the Washington State Office of Minority and Women Owned Business Enterprises (OMWBE) can be found at: <u>https://omwbe.diversitycompliance.com/</u>

All SBE goals may be met by using DBE's or SBE's from the OMWBE list or the City of Tacoma SBE list. Please contact the Equity in Contracting Office for questions or to verify a firms status.

Contract Compliance

A. Benefits

The City of Tacoma must monitor compliance for all contracts that have requirements related to Equity in Contracting policies. Adequate monitoring allows the City to audit ongoing contracts for compliance, make necessary changes to the Equity in Contracting Regulations Manual based on real data, and to proactively monitor any possible discrimination on City of Tacoma-funded contracts.

B. Requirements

- 1. All contracts that have requirements related to the Equity in Contracting policy must utilize two cloud-based software solutions:
 - a. "B2GNow" for prime-contractor and sub-contractor payment compliance.
 - b. "LCP Tracker" for certified payroll compliance.
- 2. To access both systems, please use the following link: <u>https://cityoftacoma.sbecompliance.com/?TN=cityoftacoma</u>

- 3. For support using these software solutions, please contact the Equity in Contracting office at (253)591-5075.
- C. Key Performance Indicators
- 1. B2GNow
 - a. Ethnicity and Gender Summary
 - i. Subcontractors Only
 - ii. With Primes
 - b. Prompt Payment Analysis
 - c. Prime Contractor Performance on Active Contracts
 - d. Contract Awards Summarized by Department
- 2. LCP Tracker
 - a. Apprentice Hours
 - i. By Trade
 - ii. By Contractor
 - b. Employment By Area
 - i. Zip Code
 - ii. Council Districts
 - c. Employment By Ethnicity

Waivers

A. Benefits

There are times where the City may desire to waive a requirement from a contract. The following waivers, also identified in the Purchasing Policy Manual, give the City flexibility to waive requirements when the situation makes sense for it.

B. Requirements

- 1. Emergency
 - a. Must be documented and requested by the department/division awarding the contract.
- 2. Not Practicable
 - a. Must be documented and requested by the department/division awarding the contract.
- 3. Sole Source
 - a. Must be confirmed by the Finance Purchasing Manager.
 - b. Preliminary check to be made by Equity in Contracting division explicitly for potential MBEs, WBEs, and SBEs.
- 4. Government Purchasing
 - a. Must be confirmed by the Finance Purchasing Manager.
- 5. Lack of Certified Contractors
 - a. Must be documented and confirmed by the Equity in Contracting division.
 - b. The division will look up the available contractors by scope of work from the OMWBE roster and/or WEBS.
 - c. The list produced by this research shall be documented with other files for the contract in question.
 - d. If there are not more than 3 available contractors, there will not be a requirement placed on the contract for that scope of work.
- 6. Best Interests of the City
 - a. Must be documented and requested by the department/division awarding the contract.

C. Compliance

- 1. Waiver requests may be initiated by the contractor or the department owner.
 - a. When initiated by the contractor, the "Application for EIC Requirement Waiver" must be submitted to the EIC office.
 - i. The application will be reviewed by the office, and a determination will be made.
 - b. When initiated by the department owner, a request must be made in writing to the EIC office.
- 2. The waivers will be reviewed in accordance with 1.07.060(C).

D. Key Performance Indicators

- 1. Total quantity of Waivers
 - a. By type number
 - b. Type 5 will also need to document the NAICS code referenced.

Version History

The version history is marked by day.month.year.version nomenclature. A higher version number denotes a more recent version. For example, a 1.1.2020.1 version would denote the first version made in January 1st of 2020. A 1.1.2020.3 version would denote the third version made on January 1st of 2020. When referencing a specific contract, be sure to note that the version of the administrative manual matches that which was in the bid specifications.

Current Version 3.11.2020.1

Previous Version(s) 2.21.2020.1



City of Tacoma Community & Economic Development Office of Equity in Contracting 747 Market Street, Rm 900 Tacoma WA 98402 253-591-5075

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the EIC subcontractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

- Prime contractors are encouraged to solicit bids from EIC approved firms.
- Be sure to include this form with your bid submittal in order to receive EIC credit.

• It is the prime contractor's responsibility to check the certification status of EIC subcontractors prior to the submittal deadline.

Bidder's Name:

Address:			City/State	e/Zip:				
Spec. No Base Bid *	\$		Complete	e company nai	mes and phone numbe	ers are required to	verify your EIC u	ısage.
a. Company Name and Telephone Number	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	А	d. ntractor Bid mount 100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization	%		k. SBE Util	ization %			

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

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor's responsibility to check the status of EIC subcontractors prior to bid opening. Call the EIC Office at 253-591-5075 for additional information.

Application for Waiver of EIC Requirements

Section 1: Basic Information						
Contractor's Name:			EIC Requir	remen	ts	
Street Address:			MBE %		E %	SBE %
City, State, ZIP Code:						
Contact E-mail Address:						
Contact Telephone No.:						
Section 2: Type of EIC Waiver	Requested					
MBE Waiver: Total	Partial	If partial waiver, ple revised MBE percer	ntage:			
WBE Waiver: Total	Partial	If partial waiver, ple revised WBE perce	ntage:			
SBE Waiver:	□ Partial	If partial waiver, ple revised SBE percer		е		
Please explain the reason for the						
Section 3: Supporting Docum	entation					
 Provide the following documenta in the contract and in support of Attachment A. List of the ged dates of publications soliciting for copies of such solicitation. Attachment B. List of the contract and Women Business E Provide proof of dates or copies MWBEs/SBEs. Describe the species elected. Attachment C. Descriptions certified MWBEs/SBEs by the contractor of the purposes of complying w Attachment E. Identify date contractor, if any, scheduled by Tacoma determined were capata Attachment F. Other inform Section 4: Signature and Contractor 	your waiver appeneral circulation or certified MWBEs Enterprise (OMV of the solicitation ecific reasons the of the contract of the contract of the negotiation ith the EIC requise of any pre-bid the City of Tacco of a fulfilling the ation deemed re- tract Information on pursuant to t	plication: n, trade and MWBE/S BE/SBE participation a s/SBEs appearing in the WBE) directory that we cons and copies of the nat responding certified documents/plans/spec- soliciting their participer cons between the contra- inements of this contra- inements of the contra- inem	BE-oriented as a subcom- he State of V ere solicited responses in ed MWBEs/S ecifications re- pation and st supplies from- ractor and ce- ract. meetings att /BEs/SBEs v set in the corr t.	d publi tractor Washii for th made BEs v nade a bom cer ertifiec ended whom ntract.	ication r/suppl is cont by the were n availat ken to tified N d MWB d MWB d by the the Cir been n e contr	s and ier and Office of tract. certified ot ole to structure MWBEs. BES/SBEs e ty of nade to act.
Failure to submit complete and a responsibility, non-responsivene	ess, and a suspe	ension or termination	of the contra	act.		
Prepared by (signature): Name and title of preparer (pr	int):					

Instructions for Completing and Submitting an Application for a Waiver of EIC Requirements

Section 1.07 of the Tacoma Municipal Code requires the City to set requirements for participation by Minority and Women-owned Business Enterprises (MWBE) and/or Small Business Enterprise (SBE) on many types of contracts. Prior to the contract award, separate goals are established for MBE, WBE, and SBE utilization, expressed as a percentage of payments made under the contract. The regulations allow the City to impose penalties if contractors fail to meet the requirements established for the contract and also allow the City to grant waivers of requirements, either prior to a contract award or after the award has been made, provided the contractor demonstrates an inability to solicit participation despite good faith efforts to that end. In order for a waiver to be granted, the contractor must submit a completed "Application for Waiver of EIC Requirements" form, along with the required supporting documentation.

Section 1: Basic Information

Enter the contractor's name, address, federal identification number, and the contract number in the spaces provided. Enter the MBE, WBE, and SBE utilization goals set forth in the solicitation or assigned contract.

Section 2: Type of Waiver Request

Check the type(s) of waiver requested. You may request a total or partial waiver of the EIC requirements. If you request a partial waiver any requirement, enter the revised goal for participation in the box provided. Use the space provided to provide a rationale for your waiver request. Consult the EIC Regulations Manual for the acceptable reasons waivers may be provided. You may attach additional sheets, if necessary.

Section 3: Supporting Documentation

Extensive documentation is required to demonstrate good faith efforts to comply with the EIC requirements. See the form for details on the required documentation.

Section 4: Signature and Contact Information

The waiver application must be signed by someone authorized to discuss the waiver with the Equity in Contracting office and Procurement. By signing the waiver application, the contractor certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of non-compliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.

Note: Unless total waivers for all three of the MBE, WBE, and SBE participation have been granted, the contractor is required to submit all reports and documents – including compliance reports – pursuant to the provisions set forth in the contract, to evidence compliance with the requirements.

PART IV

STATE PREVAILING WAGE RATES And GENERAL REQUIREMENTS

PREVAILING WAGE RATES

This project requires prevailing wages under chapter 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: <u>https://secure.lni.wa.gov/wagelookup/</u>

REQUIRED DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under <u>39.12 RCW</u> that provided work and materials for the Contract:

- A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number <u>F700-029-000</u>. The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
- A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number <u>F700-007-000</u>. The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20

CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. <u>Contract or Permit number and the City Department must be shown on the Certificate of Insurance</u>.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide <u>www.ambest.com</u>.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

Tacoma

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

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

4.5 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.

PART V

SAMPLE FORMS

CONTRACT

Resolution No. Contract No.

This Contract is made and entered into effective this _____ day of ,20 , ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("Contractor").

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":
 - 1. Specification No. Enter Spec Number and Enter Spec Title together with all authorized addenda.
 - 2. Contractor's submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number and Enter Spec Title.
 - 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 - 1. Contract
 - 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. [May remove if not applicable]
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
 - \$, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:	CONTRACTOR:
By:	By:

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

Director of Finance:
City Attorney (approved as to form):
Approved By:



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. Bond No.

That we, the undersigned,

as principal, and

\$

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

, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No.		
Specification Title:		
Contract No.		

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

Ву:	
Surety:	
By:	
Agent's Name:	
Agent's Address:	



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. Bond No.

That we, the undersigned,

as principal, and

\$

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

, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No.		
Specification Title:		
Contract No.		

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name	
Ву:	
Surety:	
Ву:	
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,
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 what over arising out of and/or in
connection with and/or relating to said contract excepting c Wine equity of the
undersigned in the amount now retained by the C. Y of Tacoma under said contract,
to-wit the sum of \$
Signed at Tacoma, Washington inis day of, 20
Contractor
Ву
Title