



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES21-0467S

SWM OPEN SPACE TAGRO CONTAINMENT PAD

Project No. ENV-03024-30



CITY OF TACOMA
NOTICE OF A SMALL WORKS ROSTER CONTRACTING OPPORTUNITY
March 24, 2021

Request for Bids
Specification No. ES21-0467S

Project Scope: Installation of a new 42'-6" x 30'-0" x 1'-0" concrete containment pad with 6" CSBC leveling pad and site restoration. Including, but not limited to, supervision, labor, materials and equipment necessary for the completion of the SWM Open Space Tagro Containment Pad.

To view and download an electronic copy of the complete bid solicitation document, visit the City of Tacoma's [Small Works Roster](#) website and click on "SWR Solicitations" in the left column, then select the specification number referenced above.

This solicitation document is available via the City's website only. If you prefer that a different e-mail address be used to notify your company of SWR opportunities, please contact the City of Tacoma Purchasing Division at email bids@cityoftacoma.org to update your company information. Include the Specification No. in your correspondence.

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES21-0467S

SWM OPEN SPACE TAGRO CONTAINMENT PAD

PROJECT NO. ENV-03024-30



Kristy Beardemphl, P.E.
326 East D Street
Science & Engineering Division
Tacoma, Washington 98421-1801
Environmental Services Department

SPECIFICATION NO. ES21-0467S

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City of Tacoma
Environmental Services / Science and Engineering Division

REQUEST FOR BIDS ES21-0467S
SWM OPEN SPACE TAGRO CONTAINMENT PAD

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, April 7, 2021

Submittal Delivery: Submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Submittal Opening: Submittals in response to a Request for Bids will be opened by a Purchasing representative. Final results are posted to the website as they become available.

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

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

Note: Only contractors notified directly by the City of Tacoma regarding this solicitation may respond. If you did not receive notice directly from the City regarding this solicitation you are not eligible to participate. You may want to review the bid holders list for subcontracting opportunities. Additionally, only contractors that have received notice from the City confirming they are on Tacoma's small works roster are eligible to participate in the City's Small Works Roster program.

Pre-Bid Meeting: Due to the COVID-19 Pandemic a pre-proposal meeting will be held via conference call at 10:00 AM PDT, Tuesday, March 30, 2021. The phone number is 1-888-850-4523 and the conference code is 544766. Prospective bidders are encouraged to call in.

Project Scope: Installation of a new 42'-6" x 30'-0" x 1'-0" concrete containment pad with 6" thick CSBC leveling pad and site restoration. Installation including all associated work necessary including supervision, labor, materials, equipment, necessary for the completion of the work.

Estimate: \$25,000

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 www.cityoftacoma.org/employmentstandards.

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

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

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
4. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
5. **POST AWARD FORMS EXECUTED UPON AWARD:**
 - A. **CONTRACT:** Must be executed by the successful bidder.
 - B. **PAYMENT BOND TO THE CITY OF TACOMA:** Must be executed by the successful bidder and his/her surety company.
 - C. **PERFORMANCE BOND TO THE CITY OF TACOMA:** Must be executed by the successful bidder and his/her surety company.
 - D. **CERTIFICATE OF INSURANCE:** Shall be submitted with all required endorsements.
 - E. **GENERAL RELEASE.**

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

GENERAL PROVISIONS – SMALL WORKS ROSTER

Public Works and Improvements Contracts of Less Than or Equal to \$200,000

(Revised July 2016)

Only contractors notified directly by the City of Tacoma regarding this solicitation may respond. If you did not receive notice directly from the City regarding this solicitation you are not eligible to participate. Additionally, only contractors that have received notice from the City confirming they are on Tacoma's small works roster are eligible to participate in the City's Small Works Roster program.

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

SECTION II – CONTRACT REQUIREMENTS

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 CONTRACTOR'S RESPONSIBILITY

A. Contract Documents

The Bidder to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

B. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers, and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

2.03 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the drawings and anything on the drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- c) Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the engineer/project manager for determination. Failure to submit the discrepancy issue to the engineer/project manager shall result in the Contractor's actions being at his/her own risk and expense. The

engineer/project manager shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

2.04 INSPECTION

A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

B. Inspector's Authority

The inspector shall have power to reject materials or workmanship which does not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the engineer/project manager.

The Contract shall be carried out under the general control of the representative of the particular department/division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with any and all orders and instructions given by the representative of the particular department/division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any non-delegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

2.05 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with work performed under this Contract.

2.06 INDEMNIFICATION – HOLD HARMLESS

A. Indemnification

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.07 ASSIGNMENT AND SUBLETTING OF CONTRACT

A. Assignment

The Contract shall not be assigned except with the consent of the project manager or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

B. Subletting

The Contract shall not be sublet except with the written consent of the project manager or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

2.08 DELAY

A. Extension of Time

With the written approval of the project manager or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the project manager's opinion the additional time requested arises from unavoidable delay.

B. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the engineer/project manager of the particular department/division involved in administering this Contract.

2.09 GUARANTEE

A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and

pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

B. Guarantee for Supply Contracts

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced and accepted by the City.

2.10 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

2.11 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Payment and Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said 10 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem

advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

2.12 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

2.13 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with contractor/Supplier until delivery is tendered unless otherwise stated in these Specifications.

B. Delivery

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma). Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Contractor/Supplier expense except in the case of force majeure.

2.14 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.15 INCURRED COSTS

The City of Tacoma is not liable in any way for any costs incurred by respondents replying to this solicitation.

2.16 INVOICES

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
PO Box 1717
Tacoma, WA 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.17 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice OR City department payment request. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly

completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

Contractors with annual gross revenues below \$250,000 who are awarded contracts of less than or equal to \$100,000, who have completed mutually agreed upon quantities of work, shall be paid within 10 business days, less five percent retainage, unless waived, provided they have complied with all contractual requirements, including but not limited to receipt by the city of certified payrolls, statement of intents to pay, etc., of the contract at the time of payment.

2.18 APPROVED EQUALS

- A.** Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the bidder specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal."
- B.** The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the bidder to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the bidder's expense.
- C.** When a brand name, or level of quality is not stated by the bidder, it is understood the offer is exactly as specified. If more than one brand name is specified, bidders must clearly indicate the brand and model/part number being bid.

2.19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities

2.20 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease quantities of any items under this contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

2.21 EXTENSION OF CONTRACT

Contracts resulting from this Specification shall be subject to extension by mutual agreement per the same prices, terms, and conditions.

2.22 ENTIRE AGREEMENT

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

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GENERAL PROVISIONS – SMALL WORKS ROSTER

SECTION III – CONSTRUCTION AND/OR LABOR CONTRACTS

3.01 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Bidder by reason of any error or neglect on Bidder's part, for such uncertainties as aforesaid.

3.02 PERMITS

Except when modified by these specifications, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City department/division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(l), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (department/division responsible for this Contract) for said "changed or differing" conditions unless said City department/division is solely responsible for the delay or damages that the Contractor may have incurred.

3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington state law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at \$3.00 per lineal foot of trench, which unit price includes both sides of the trench.

3.05 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.

A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the state of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the state of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the state of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

If the Contractor fails to maintain such insurance, the City of Tacoma may, at its discretion, immediately terminate the contract.

3.06 SAFETY

A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment relevant to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Power Division circuits.

The Inspector and/or engineer/project manager may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the safety officer, inspector or engineer/project manager to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report

shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

3.07 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the engineer/project manager administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the engineer/project manager administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

3.09 CONTRACTOR'S COMPLIANCE WITH THE LAW

A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in these specifications, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the state of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the state of Washington as defined in said statutes.

B. Prevailing Wages

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No worker, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing rate of wage" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, [Prevailing Wage Section](#), 866-219-7321, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and Industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

3.10 CHANGES

A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and engineer/project manager administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the project manager or his/her designee, and approved by the payment and performance bond surety.

C. Extra Work – No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items inclusive:

1. Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the engineer/project manager administering the Contract;
2. The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
3. Material, including sales taxes pertaining to materials;
4. Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
5. Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;

6. The proportionate cost of premiums on bonds required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
7. The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the engineer/project manager the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the engineer/project manager administering the Contract, may properly be classified under items for which prices are established in the Contract.

D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the engineer/project manager administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the engineer/project manager administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The engineer/project manager will review and approve the progress payment request on a monthly basis.

3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the project manager or his/her designee. Also, before final payment is made, the Contractor shall be required to:

- A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington. In addition to the Department of Revenue requirements, releases from the state of Washington Labor & Industries and Employment Securities must be received.
- B. Provide the General Release and Final Contract Verification to the City of Tacoma on the form set forth in these Contract documents, if applicable;

- C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;
- D. File with the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of \$300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Bidder that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

3.16 Intentionally Omitted.

3.17 PAYMENT AND PERFORMANCE BOND / RETAINAGE

Retainage

As provided for in RCW 60.28, five percent of moneys earned by the contractor will be retained for a period of 45 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later.

Payment and Performance Bond

The successful Bidder shall provide a payment and performance bond, including power of attorney, for 100 percent of the amount of his/her bid (excluding sales taxes), to ensure complete performance of the Contract including the guarantee. The bonds must be executed by a surety company licensed to do business in the state of Washington. If bonds are requested for a supply type contract, a cashiers' check or cash may be substituted for the bonds; however, this cash or cashiers' check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

For contracts of less than or equal to \$100,000, the payment and performance bonds and/or retainage requirements may be waived on a case-by case basis for City of Tacoma Small Works Roster firms whose annual gross revenue is below \$1,000,000.

3.18 SUPPLEMENTAL BIDDER CRITERIA

The bidder must also meet the following applicable supplemental criteria adopted by the City of Tacoma (excerpted from TMC Chapter 1.06.262 Evaluation of Submittals, Qualifications of Bidders and Respondents).

- A.** In determining the “lowest and best responsible bidder” for purchase of supplies, purchased services and public works, in addition to price, the following may be considered:
 - 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 Historically Underutilized Business 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.
- B.** Intentionally Omitted.
- C.** Proof of Qualifications for Award. As a condition of accepting a submittal, the City may require respondents to furnish information, sworn or certified to be true, on the requirements of this Section. 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 meet all of the following requirements, any submittal from such respondent must be disregarded. In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications:
 - 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.

3.19 MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, **three days prior to the bid opening date**. 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.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

MAIL

City of Tacoma Purchasing Division
PO Box 11007
Tacoma, WA 98411-0007

Fax: 253-502-8372

E-mail: bids@cityoftacoma.org

DELIVERY

City of Tacoma Purchasing Division
Tacoma Public Utilities
Administration Building North, Main Floor
3628 South 35th Street
Tacoma, WA 98409-3115

The City will respond to the 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 notified Small Works Roster bidders.

3.20 DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the bidder responsibility criteria 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 within the timeline specified in the notification by presenting additional information to the City. The City will consider the additional information before issuing its final determination.

3.21 SUBCONTRACTOR RESPONSIBILITY

- A. The Contractor shall include the language of this 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.
- B. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - 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 subcontract 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;
 - d. Have an electrical contractor license, if required by Chapter 19.28 RCW;
 - e. Have an elevator contractor license, if required by Chapter 70.87 RCW.

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).

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent's financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its 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 bids@cityoftacoma.org no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. ES21-0467S

SWM OPEN SPACE TAGRO CONTAINMENT PAD

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. **ENV-03024-30** and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL AMOUNT</u> |
|-----------------|---|---------------------------|-------------------|---------------------|
| 1. | Installation of a new 42'-6" x 30'-0"x1'-0" concrete containment pad with 6" thick CSBC leveling pad and site restoration. Installation including all associated work necessary including supervision, labor, materials, equipment, necessary for the completion of the work. | 1 Lump Sum | Lump Sum | \$ _____ |

Base Bid (Subtotal Items Nos. 1) \$ _____

10.2% Sales Tax (Items Nos. 1) \$ _____

Contractor's Name: _____

Specification No. ES21-0467S

SIGNATURE PAGE

CITY OF TACOMA ENVIRONMENTAL SERVICES/SCIENCE AND ENGINEERING DIVISION

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. ES21-0467S SWM OPEN SPACE TAGRO CONTAINMENT PAD

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (March 24, 2021), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

☐ Yes ☐ No
☐ Not Applicable

Washington Employment Security Department Number

Number: _____

☐ Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

☐ Not Applicable

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

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

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

☐ Yes ☐ No

If incorporated, in what state were you incorporated?

State: _____ ☐ Not Incorporated

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

State: _____

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

☐ Yes ☐ No

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. ES21-0467S and SWM OPEN SPACE TAGRO CONTAINMENT PAD together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. ES21-0467S and SWM OPEN SPACE TAGRO CONTAINMENT PAD.
 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: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

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 waives notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

\$ _____, for the payment whereof Contractor and Surety bind themselves,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
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 whatsoever arising out of and/or in
connection with and/or relating to said contract, excepting only the equity of the
undersigned in the amount now retained by the City of Tacoma under said contract,
to-wit the sum of \$_____.

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

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1
2 **INTRODUCTION**

3 **(*****)**
4

5 The following special provisions shall be used in conjunction with the "2021 Standard
6 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for
7 Road, Bridge, and Municipal Construction" as prepared by the Washington State
8 Department of Transportation (WSDOT). State Standard Specifications are available
9 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may
10 be downloaded, free of charge, from this location on the WSDOT home page:
11 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>
12

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

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

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

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

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

32 Due to the COVID-19 Pandemic a pre-proposal meeting will be held via conference call
33 at 10:00 AM PDT, Tuesday, March 30, 2021 The phone number is 1-888-850-4523 and
34 the conference code is 544766. Prospective bidders are encouraged to call in.
35

36 **DESCRIPTION OF WORK**

37 **(*****)**
38

39 The work performed under this Contract includes:
40

41 Installation of a new 42'-6" x 30'-0" x 1'-0" concrete containment pad with 6" CSBC
42 leveling pad and site restoration. Including, but not limited to, supervision, labor,
43 materials and equipment necessary for the completion of the SWM Open Space Tagro
44 Containment Pad.
45

46
47 **END OF SECTION**
48
49
50

1 **1-01 DEFINITIONS AND TERMS**

2
3 **1-01.3 Definitions**

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

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

8
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36
37 *Supplement this Section with the following:*

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

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

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

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

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for "Contract".

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

46
47
48 All references in the Standard Specifications to the term "Proposal Bond" shall be
49 revised to read "Bid Bond."

1 **Base Bid**

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

5
6 **Calendar Day**

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

9
10 **Change Order**

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

15
16 **Day**

17 Unless otherwise specified, a calendar day.

18
19 **Deductive**

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

23
24 **Grand Total Price**

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

27
28 **Standard Specifications**

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

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

36 **1-02 BID PROCEDURES AND CONDITIONS**

37
38 **1-02.1 Prequalification of Bidders**

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

40
41 **1-02.1 Qualifications of Bidder**
42 **(January 24, 2011 APWA GSP)**
43

44 Before award of a public works contract, a bidder must meet at least the minimum
45 qualifications of RCW 39.04.350(1) to be considered a responsible bidder and qualified
46 to be awarded a public works project.
47
48
49

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

Delete this section and replace it with the following:

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

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

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

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

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

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

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

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

Delete this section and replace it with the following:

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

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

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

1-02.9 Delivery of Proposal (***)**

Delete this section and replace it with the following:

Each Proposal shall be submitted to the City electronically via email to bids@cityoftacoma.org, with the Project Name as stated in the Call for Bids noted on the subject line of the email, or as otherwise required in the Bid Documents, to ensure proper handling and delivery. All electronic documents shall be in PDF format.

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

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

These documents, if applicable, shall be received either with the Bid Proposal or as a supplement to the Bid. These documents shall be received **no later than 48 hours** (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid Proposal.

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

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 received in a location other than that specified in the Call for Bids. The Contracting Agency will not open or consider any "Supplemental Information" (DBE confirmations, or GFE documentation) that is received after the time specified above, or received in a location other than that specified in the Call for Bids.

If an emergency or unanticipated event interrupts normal work processes of the Contracting Agency so that Proposals cannot be received at the office designated for receipt of bids as specified in Section 1-02.12 the time specified for receipt of the Proposal will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which the normal work processes of the Contracting Agency resume.

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

Delete this section, and replace it with the following:

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

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

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

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

4
5 **1-02.13 Irregular Proposals**
6 **(June 20, 2017 APWA GSP)**

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

- 8
9 1. A Proposal will be considered irregular and will be rejected if:
10 a. The Bidder is not prequalified when so required;
11 b. The authorized Proposal form furnished by the Contracting Agency is not
12 used or is altered;
13 c. The completed Proposal form contains any unauthorized additions,
14 deletions, alternate Bids, or conditions;
15 d. The Bidder adds provisions reserving the right to reject or accept the
16 award, or enter into the Contract;
17 e. A price per unit cannot be determined from the Bid Proposal;
18 f. The Proposal form is not properly executed;
19 g. The Bidder fails to submit or properly complete a Subcontractor list, if
20 applicable, as required in Section 1-02.6;
21 h. The Bidder fails to submit or properly complete an Underutilized
22 Disadvantaged Business Enterprise Certification, if applicable, as
23 required in Section 1-02.6;
24 i. The Bidder fails to submit written confirmation from each UDBE firm listed
25 on the Bidder's completed UDBE Utilization Certification that they are in
26 agreement with the bidder's UDBE participation commitment, if
27 applicable, as required in Section 1-02.6, or if the written confirmation that
28 is submitted fails to meet the requirements of the Special Provisions;
29 j. The Bidder fails to submit UDBE Good Faith Effort documentation, if
30 applicable, as required in Section 1-02.6, or if the documentation that is
31 submitted fails to demonstrate that a Good Faith Effort to meet the
32 Condition of Award was made;
33 k. The Bid Proposal does not constitute a definite and unqualified offer to
34 meet the material terms of the Bid invitation; or
35 l. More than one Proposal is submitted for the same project from a Bidder
36 under the same or different names.
37 2. A Proposal may be considered irregular and may be rejected if:
38 a. The Proposal does not include a unit price for every Bid item;
39 b. Any of the unit prices are excessively unbalanced (either above or below
40 the amount of a reasonable Bid) to the potential detriment of the
41 Contracting Agency;
42 c. Receipt of Addenda is not acknowledged;
43 d. A member of a joint venture or partnership and the joint venture or
44 partnership submit Proposals for the same project (in such an instance,
45 both Bids may be rejected); or
46 e. If Proposal form entries are not made in ink.
47
48

49 **1-02.15 Pre Award Information**
50 **(August 14, 2013 APWA GSP)**
51

1 *Revise this section to read:*

2
3 Before awarding any contract, the Contracting Agency may require one or more of these
4 items or actions of the apparent lowest responsible bidder:

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

16
17
18 **END OF SECTION**

19
20
21 **1-03 AWARD AND EXECUTION OF CONTRACT**

22
23 **1-03.1 Consideration of Bids**
24 **(January 23, 2006 APWA GSP)**

25 *Revise the first paragraph to read:*

26
27 After opening and reading proposals, the Contracting Agency will check them for
28 correctness of extensions of the prices per unit and the total price. If a discrepancy
29 exists between the price per unit and the extended amount of any bid item, the price per
30 unit will control. If a minimum bid amount has been established for any item and the
31 bidder's unit or lump sum price is less than the minimum specified amount, the
32 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
33 specified amount and recalculate the extension. The total of extensions, corrected
34 where necessary, including sales taxes where applicable and such additives and/or
35 alternates as selected by the Contracting Agency, will be used by the Contracting
36 Agency for award purposes and to fix the Awarded Contract Price amount and the
37 amount of the contract bond.

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

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

43
44
45
46
47 **1-03.3 Execution of Contract**
48 **(October 1, 2005 APWA GSP)**

49 *Revise this section to read:*

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

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

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

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

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

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond(s) shall:

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

6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

Add the following new section:

**1-03.4(1) Retainage in Lieu of Contract Bond
(May 17, 2018 APWA GSP)**

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

In choosing this option, the Contractor agrees that if the Contractor, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract, and shall faithfully perform all the provisions of such contract and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all duly authorized modifications of the Contract that may hereafter be made, at 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 persons, or subcontractors, with provisions and supplies for the carrying on of such work, on his or her part, and shall indemnify and save harmless the Contracting Agency, its officers and agents from any claim for such payment, then the funds retained in lieu of a performance bond shall be released at the time provided above; otherwise, the funds shall be retained until the Contractor fulfills the said obligations.

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

The first sentence is revised to read:

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

END OF SECTION

1-04 SCOPE OF THE WORK

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

4 *Revise the second paragraph to read:*

5
6 Any inconsistency in the parts of the contract shall be resolved by following this order of
7 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

16
17
18 **END OF SECTION**
19

20
21 **1-05 CONTROL OF WORK**

22
23 **1-05.3 Plans and Working Drawings**
24 **(January 6, 2015 Tacoma GSP)**

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

26
27 **1-05.3 Submittals**

28
29 The Contractor shall not install materials or equipment, which requires submittals, until
30 reviewed by the Contracting Agency. Late submissions by the Contractor shall not be
31 cause for time extension.

32
33 **Submittals shall be made per Bid Item, rather than per material. The Contractor**
34 **shall be responsible for ensuring that each submittal includes cut sheets and/or**
35 **other information for all pertinent materials necessary to complete the work for**
36 **each Bid Item. It is understood that producing submittals for each Bid Item may**
37 **require multiple submittals of common materials that are associated with more**
38 **than one Bid Item. The Contractor shall also be responsible for producing**
39 **submittals that may only be associated with a Specification Section, not a**
40 **particular Bid Item.**

41
42 The Contractor shall submit electronic copies of each submittal required by the Contract
43 Documents through the Contracting Agency's web based project management software,
44 e-Builder® (see Section 1-05.19), unless otherwise required in these Special Provisions.
45 This includes, but is not limited to:

- 46 • Shop Drawings/Plans
- 47 • Product Data
- 48 • Samples
- 49 • Reports

- Material Submittals (Ref. 1-06)
- Progress Schedules (Ref. 1-08.3)
- Guarantees/Warranties (Ref. 1-05.10)

Physical samples shall be delivered with a hardcopy transmittal of the e-Builder® submittal.

The Engineer will return reviewed submittals through the e-Builder® web based project management software for the Contractor's use.

1-05.3(1) Submittal Schedule

In conformance with section 1-08.3, the progress schedule shall be submitted and reviewed prior to commencing any work. No delay claim shall be entertained for Contractor's failure to comply.

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

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

1-05.3(2) Submittal Procedures

Contractor submittals shall be in accordance with the following:

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

Each submittal shall have a unique number assigned to it (via e-Builder®). On each page, indicate the page number, and total number of pages in each submittal.

Each submittal shall indicate the following:

1. The intended use of the item in the work;
2. Clearly indicate only applicable items on any catalog cut sheets;
3. The current revision, issue number, and data shall be indicated on all drawings and other descriptive data.
4. Description of Submittal.
5. Related Specification Section and/or plan sheet.
6. Each material submittal shall clearly indicate the name and address of all suppliers, processors, distributors, and/or producers from which the Contractor directly purchased each material.

When submitting product data, the Contractor shall modify drawings to delete any information not applicable to the project and add information that is applicable to the

1 project. The Contractor shall mark copies of printed material to clearly identify the
2 pertinent materials, products or models.

3
4 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional
5 characteristics of product or material and full range of colors available. Field samples
6 and mock-ups, where required, shall be erected at the project site where directed by the
7 Engineer.

8
9 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in
10 submittals from requirements of the contract documents.

11
12 The City shall not be responsible for delays in reviewing submittals not submitted in
13 accordance with these specifications.

14 15 **1-05.3(3) Engineer's Review of Submittals**

16
17 The Engineer's review of drawings and data submitted by the Contractor will cover only
18 general conformity with the Contract drawings and specifications. The Engineer's review
19 of submittals shall not relieve the Contractor from responsibility for errors, omissions,
20 deviations, or responsibility for compliance with the Contract documents.

21
22 Review of a separate item does not constitute review of an assembly in which the item
23 functions.

24
25 When the submittal or resubmittal is marked "REVIEWED" no further correspondence is
26 required. When the submittal is marked "REVIEWED WITH COMMENTS" the
27 Contractor shall comply with any comments on the return submittal.

28 29 **1-05.3(4) Resubmittals**

30
31 When a submittal is marked "REVISE AND RESUBMIT" or "REJECTED," the Contractor
32 shall make the corrections as noted and instructed by the Engineer and resubmit via e-
33 Builder®. The Contractor shall not install material or equipment that has received a
34 review status of "REVISE AND RESUBMIT" or REJECTED".

35
36 When corrected copies are resubmitted, the Contractor shall in writing direct specific
37 attention to all revisions and shall list separately any revision made other than those
38 called for by the Engineer on previous submittals. e-Builder® will assign the resubmittal
39 number of the original submittal followed by a revision number (1, 2, etc.) to indicate the
40 sequence of the resubmittal.

41
42 Each submittal shall have a unique number assigned to it (via e-Builder®).

43
44 The Contractor shall revise returned submittals as required and resubmit until final
45 review is obtained. Any associated progress delay due to the Contractor's need to
46 revise and resubmit is the Contractor's sole responsibility.

47
48 The Contractor shall verify that all exceptions previously noted by the Engineer have
49 been accounted for.

1-05.3(5) Submittal Requirements by Section

The following is a general summary of submittal requirements. This summary is not inclusive of all submittal requirements and does not relieve the Contractor of their responsibility to provide submittals as noted in subsequent sections of the specifications. The Contractor shall review each bid item and individual section in the applicable provisions or specifications, as noted below, for specific requirements.

| Section | Description |
|------------|---|
| 1-05.3(6) | Project Red Line Drawings |
| 1-06.1 | Proposed Material Sources |
| 1-06.1(2) | Request for Approval of Material |
| 1-06.3 | Manufacturer's Certificate of Compliance |
| 1-07.15 | Temporary Water Pollution/Erosion Control Plan |
| 1-07.15(1) | Spill Prevention, Control and Countermeasures (SPCC) Plan |
| 1-07.16(1) | Property Owner Notification |
| 1-08.3(2) | Progress Schedule |
| 1-09.6 | Equipment Rental Rates and Equipment Watch Sheets |
| 1-09.9 | Schedule Of Values |
| 2-07.3(1) | Hydrant Permit |
| 4-04 | Crushed Surfacing Top Course |
| 4-04 | Crushed Surfacing Base Course |
| 6-02 | Concrete Mix Design |
| 8-01.3(1)A | Stormwater Pollution Prevention Plan (SWPPP) |

1-05.3(6) Project Red Line Drawings

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

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

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

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

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

1 the involved work to date has not been accurately recorded on the Project Red Line
2 Drawings.

3
4 At the completion of the construction work, prior to pre-final payment, all Project Red
5 Line Drawings shall be submitted to the Engineer.

6
7 A. Project Red Line Drawings:

8
9 Do not permanently conceal any work until required information has been recorded.
10 Mark drawings to show the actual installation where the installation varies from the
11 work as originally shown on the Contract drawings or indicated in the Contract
12 specifications. Give particular attention to information on concealed elements that
13 would be difficult to measure and record at a later date.

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

31
32 B. Format:

33
34 Identify and date each print; include the designation "PROJECT RED LINE
35 DRAWINGS" in a prominent location.

- 36
37 1. Prints: Organize Red Line Drawings into manageable sets. Include
38 identification on cover sheets.
39 2. Identify cover sheets as follows:
40 • Specification No.
41 • Project Name
42 • Date
43 • "PROJECT RED LINE DRAWINGS"
44 • Name of Engineer
45 • Name of Contractor
46 3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line
47 Drawings and submit, on a CD-R, in pdf format.
48

49 Project Red Line Drawings shall be full pay for all costs associated with, including but
50 not limited to, documenting, revising, updating, maintaining, and submitting red line

drawings at the completion of construction work in the lump sum contract price
"Installation of a new 42'-6" x 30'-0"x1'-0" concrete containment pad with 6" thick CSBC
leveling pad, and site restoration. Installation including all associated work necessary
including supervision, labor, materials, equipment, necessary for the completion of the
work."

1-05.3(8) Clarifications

Clarifications of the Contract intent shall be submitted via a Request for Information
(RFI) using e-Builder® as described in Section 1-05.19 of the Special Provisions. The
Contractor shall provide a clear and concise clarification question, specific project
document reference such as plan detail number or specification number, proposed
solution to the clarification question, and provide any supporting documentation
necessary to understand the clarification question.

Request for Information responses provided by the Contracting Agency shall be
incorporated into the Project Red-Line Drawings, if resulting in a change to the Contract
Plans.

Request for Information responses provided by the Contracting Agency shall not be
construed to be a change to the Contract Documents.

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

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

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

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

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

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

Supplement this section with the following:

If the Contractor fails to remedy defective or unauthorized work within the time specified
in a written notice from the Engineer, or fails to perform any part of the work required by
the Contract Documents, the Engineer may correct and remedy such work as may be

1 identified in the written notice, with Contracting Agency forces or by such other means
2 as the Contracting Agency may deem necessary.

3
4 If the Contractor fails to comply with a written order to remedy what the Engineer
5 determines to be an emergency situation, the Engineer may have the defective and
6 unauthorized work corrected immediately, have the rejected work removed and
7 replaced, or have work the Contractor refuses to perform completed by using
8 Contracting Agency or other forces. An emergency situation is any situation when, in the
9 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
10 serious risk of loss or damage to the public.

11
12 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
13 remedying defective or unauthorized work, or work the Contractor failed or refused to
14 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
15 monies due, or to become due, the Contractor. Such direct and indirect costs shall
16 include in particular, but without limitation, compensation for additional professional
17 services required, and costs for repair and replacement of work of others destroyed or
18 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

19
20 No adjustment in Contract time or compensation will be allowed because of the delay in
21 the performance of the work attributable to the exercise of the Contracting Agency's
22 rights provided by this Section.

23
24 The rights exercised under the provisions of this section shall not diminish the
25 Contracting Agency's right to pursue any other avenue for additional remedy or
26 damages with respect to the Contractor's failure to perform the work as required.

27 28 **1-05.11 Final Inspection**

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

30 31 **1-05.11 Final Inspections and Operational Testing** 32 **(October 1, 2005 APWA GSP)**

33 34 **1-05.11(1) Substantial Completion Date**

35
36 When the Contractor considers the work to be substantially complete, the Contractor
37 shall so notify the Engineer and request the Engineer establish the Substantial
38 Completion Date. The Contractor's request shall list the specific items of work that
39 remain to be completed in order to reach physical completion. The Engineer will
40 schedule an inspection of the work with the Contractor to determine the status of
41 completion. The Engineer may also establish the Substantial Completion Date
42 unilaterally.

43
44 If, after this inspection, the Engineer concurs with the Contractor that the work is
45 substantially complete and ready for its intended use, the Engineer, by written notice to
46 the Contractor, will set the Substantial Completion Date. If, after this inspection the
47 Engineer does not consider the work substantially complete and ready for its intended
48 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
49 therefore.

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

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

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

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

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

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

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

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

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

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

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

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

Add the following new section:

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

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

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

Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer's office. Electronic copies such as e-mails or

1 electronically delivered copies of correspondence will not constitute such notice and will
2 not comply with the requirements of the Contract.

3
4 *Add the following new section:*

5
6 **1-05.16 Water and Power**
7 **(October 1, 2005 APWA GSP)**
8

9 The Contractor shall make necessary arrangements, and shall bear the costs for power
10 and water necessary for the performance of the work, unless the Contract includes
11 power and water as a pay item.
12

13 *Add the following new section:*

14
15 **1-05.19 Project Management Communications**
16 **(March 16, 2018 Tacoma GSP)**
17

18 **1-05.19(1) Summary**
19

20 The Contractor shall use the Internet web based project management communications
21 tool, e-Builder® ASP software, and protocols included in that software during this
22 project. The use of project management communications as herein described does not
23 replace or change any contractual responsibilities of the participants.
24

25 User registration, electronic and computer equipment, and internet connections are the
26 responsibility of each project participant.
27

28 Nothing in this specification or the subsequent communications supersedes the parties'
29 obligations and rights for copyright or document ownership as established by the
30 Contract Documents. The use of CAD files, processes, or design information distributed
31 in this system is intended only for the project specified herein.
32

33 **1-05.19(2) Training & Support**
34

35 A group training session scheduled by the Contracting Agency will be provided for the
36 Contractor at a City of Tacoma training facility. The training session duration is generally
37 4 hours. The Contractor's e-Builder® users are required to attend the scheduled training
38 sessions that they are assigned to. Requests for specific scheduled classes will be on a
39 first come first served basis by availability.
40

41
42 **1-05.19(3) Authorized Users**
43

44 Access to the web site will be by individuals who are licensed users.
45

- 46 1. The City will provide the Contractor with up to four licensed user accounts for the
47 duration of the project. The sharing of user accounts is prohibited.
- 48 2. Additional licensed user accounts may be purchased from e-Builder®.
- 49 3. Authorized users will be contacted via e-mail with a temporary user password.
50 The user shall update the required information at their first log-in and be
51 responsible for proper password protection.

4. Only entities with a direct Contract with the Contracting Agency will be allowed to be an authorized user.

1-05.19(4) Communications

The use of fax, email and courier communication for this project is discouraged in favor of using e-Builder® to send messages. Communication functions are as follows:

1. Document Integrity and Revisions: Documents, comments, drawings and other data posted to the system remain a permanent component of the project. The originator, time and date are recorded for each document submitted to the system. Submitting a new document or record with a unique ID, originator, and time stamp is the method used to make modifications or corrections.
2. Document Security: The system provides a method for communication of documents. Documents allow security group assignment to respect the contractual parties' communication with the exception that the Contracting Agency Administrative Users have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**
3. Notifications and Distribution: Document distribution to project members may be accomplished both within the e-Builder® system and via email depending on user settings. Project document distribution to parties outside of the project communication system may be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.
4. Except for paper documents which require original signatures and large format documents (greater than 11 x 17 inches), all other documents shall be submitted by transmission in electronic form to the e-Builder® web site by licensed users.
 - a. Large format documents may be transmitted by hardcopy and electronically via e-Builder® as otherwise agreed, or as otherwise noted in the specifications.
 - b. Electronic processes and document types that shall be managed via e-Builder® include, but are not limited to:
 - i. Request for Information (RFI)
 - ii. Change Order (CO)
 - iii. Submittals
 - iv. Transmittals, including record of documents and materials delivered in hard copy
 - v. Meeting Minutes
 - vi. Application for Payments
 - vii. Review Comments
 - viii. Inspector's Daily Field Reports (IDR)
 - ix. Construction Photographs
 - x. Drawings
 - xi. Supplemental Sketches
 - xii. Schedules
 - xiii. Specifications
 - xiv. Inspection Reports
 - xv. Survey Requests
 - xvi. TV Inspection Requests

1-05.19(5) Record Keeping

1. The Contracting Agency, their representatives, and the Contractor shall respond to electronic documents received from e-Builder® and consider them as if received in paper document form.
2. The Contracting Agency, their representatives, and the Contractor reserve the right to reply or respond through e-Builder® to documents actually received in paper document form.
3. The following are examples of paper documents which may require an original signature:
 - a. Contract
 - b. Change Orders
 - c. Application & Certificates for Payment
 - d. Force Account and Protested Force Account forms

1-05.19(6) Minimum Equipment Requirements

In addition to other requirements specified in this Section, the Contractor shall be responsible for providing suitable computers, necessary software and internet access to utilize e-Builder®. Furthermore, Microsoft Word, Microsoft Excel, and Adobe Acrobat Reader (compatible with current versions) are required. Contact e-Builder® for any additional equipment requirements and support at the following website: <http://www.e-builder.net/services/support>.

No separate payment will be made for the use of e-Builder®, as this will be considered incidental to the Contract. All costs incurred to carry out the requirements of utilizing and maintaining e-Builder®, including but not limited to, labor, training, equipment, and required software are the sole responsibility of the Contractor.

END OF SECTION

1-06 CONTROL OF MATERIAL

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

The first sentence is revised to read:

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

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

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

1. Shall be new, unless the Special Provisions or Standard Specifications permit otherwise;
2. Shall meet the requirements of the Contract and be approved by the Engineer;
3. May be inspected or tested at any time during their preparation and use; and

- 1
2 4. Shall not be used in the Work if they become unfit after being previously
3 approved.
4

5 **1-06.1(1) Qualified Products List (QPL)**

6 *This section is revised in its entirety to read:*
7

8 QPL's are not accepted by the City.
9

10 **1-06.1(2) Request for Approval of Material (RAM)**

11 *This section is deleted in its entirety:*
12
13

14 **END OF SECTION**
15
16

17 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**
18

19 **1-07.1 Laws to be Observed**

20 **(October 1, 2005 APWA GSP)**

21 *Supplement this section with the following:*
22

23 In cases of conflict between different safety regulations, the more stringent regulation
24 shall apply.
25

26 The Washington State Department of Labor and Industries shall be the sole and
27 paramount administrative agency responsible for the administration of the provisions of
28 the Washington Industrial Safety and Health Act of 1973 (WISHA).
29

30 The Contractor shall maintain at the project site office, or other well known place at the
31 project site, all articles necessary for providing first aid to the injured. The Contractor
32 shall establish, publish, and make known to all employees, procedures for ensuring
33 immediate removal to a hospital, or doctor's care, persons, including employees, who
34 may have been injured on the project site. Employees should not be permitted to work
35 on the project site before the Contractor has established and made known procedures
36 for removal of injured persons to a hospital or a doctor's care.
37

38 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
39 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
40 from their failure, or improper maintenance, use, or operation. The Contractor shall be
41 solely and completely responsible for the conditions of the project site, including safety
42 for all persons and property in the performance of the work. This requirement shall
43 apply continuously, and not be limited to normal working hours. The required or implied
44 duty of the Engineer to conduct construction review of the Contractor's performance
45 does not, and shall not, be intended to include review and adequacy of the Contractor's
46 safety measures in, on, or near the project site.
47

48 **1-07.2 State Taxes**

49 **(January 6, 2015 TACOMA GSP)**

50 *Supplement this section with the following:*
51

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

4 5 **1-07.9 Wages**

6 7 **1-07.9(5) Required Documents**

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

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

10
11 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
12 subcontractors or agents.

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

15
16 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
17 dollar amount paid to each employee for each employee classification.

18
19 Where fringe benefits are paid into approved plans, funds, or programs, the amount of
20 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified
21 Payroll Affirmation form.

22 23 **1-07.15 Temporary Water Pollution/Erosion Control**

24 **(March 23, 2010 Tacoma GSP)**

25 *This section is supplemented with the following:*

26
27 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
28 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
29 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
30 Contractor shall immediately discontinue work and initiate treatment according to the
31 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
32 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
33 the City stormwater system.

34
35 High pH process water shall not be discharged to waters of the State or the City
36 stormwater system. Unless specific measures are identified in the Special Provisions,
37 high pH water may be infiltrated, dispersed in vegetation or compost, or discharged to a
38 sanitary sewer system. Disposal shall be in accordance with the City of Tacoma Surface
39 Water Management Manual or to City wastewater system with proper approval. Water
40 being infiltrated or dispersed shall have no chance of discharging directly to waters of
41 the State or the City stormwater system, including wetlands or conveyances that
42 indirectly lead to waters of the State. High pH process water shall be treated to within a
43 range of 6.5 to 8.5 pH units prior to infiltration to ensure the discharge does not cause a
44 violation of groundwater quality standards. If water is discharged to the sanitary sewer,
45 the Contractor shall provide a copy of permits and requirements for placing the material
46 into a sanitary sewer system prior to beginning the work. Process water may be
47 collected and disposed of by the Contractor off the project site. The Contractor shall
48 provide a copy of the permit for an approved waste site for the disposal of the process
49 water prior to the start of work that generates the process water. A Special Approved
50 Discharge permit shall be required for all discharges to the sanitary sewer system.

1
2 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
3 **(February 9, 2011 Tacoma GSP)**

4 *This section is revised to read:*
5

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

11
12 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
13 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
14 Manual (M 31-11). Occupational safety and health requirements that may pertain to
15 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
16 296-843.
17

18 **Implementation Requirements**

19 The SPCC Plan shall be updated by the Contractor throughout project construction so
20 that the written plan reflects actual site conditions and practices. The Contractor shall
21 update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan
22 on the project site. All project employees shall be trained in spill prevention and
23 containment, and they shall know where the SPCC Plan and spill response kits are
24 located and have immediate access to them.
25

26 If hazardous materials are encountered or spilled during construction, the Contractor
27 shall do everything possible to control and contain the material until appropriate
28 measures can be taken. The Contractor shall supply and maintain spill response kits of
29 appropriate size within close proximity to hazardous materials and equipment.
30

31 The Contractor shall implement the spill prevention measures identified in the SPCC
32 Plan before performing any of the following:
33

- 34 1. Placing materials or equipment in staging or storage areas.
35
36 2. Refueling, washing, or maintaining equipment.
37
38 3. Stockpiling contaminated materials.
39

40 **SPCC Plan Element Requirements**

41 The SPCC Plan shall set forth the following information in the following order:
42

- 43 1. Responsible Personnel
44 Identify the name(s), title(s), and contact information, including a 24/7 emergency
45 contact number, for the personnel responsible for implementing and updating the
46 plan, including all spill responders.
47
48 2. Spill Reporting
49 List the names and telephone numbers of the Federal, State, and local agencies
50 the Contractor shall notify in the event of a spill. The City of Tacoma contact will

be the Wastewater Treatment Plant Operations number at 253.591.5595 and the City Source Control Spill Response number at 253.502.2222.

3. Project and Site Information

Describe the following items:

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

4. Potential Spill Sources

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

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

5. Pre-Existing Contamination

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

6. Spill Prevention and Response Training

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

7. Spill Prevention

Describe the following items:

- A. Spill response kit contents and location(s).
- B. Security measures for potential spill sources.
- C. Secondary containment practices and structures for all containers to handle the maximum volume of potential spill of hazardous materials.
- D. Methods used to prevent stormwater from contacting hazardous materials.
- E. Site inspection procedures and frequency.
- F. Equipment and structure maintenance practices.
- G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.

1 H. Refueling procedures for equipment that cannot be moved from below the
2 ordinary high water line.
3

4 8. Spill Response

5 Outline the response procedures the Contractor will follow for each scenario
6 listed below. Include a description of the actions the Contractor shall take and the
7 specific on-site spill response equipment that shall be used to assess the spill,
8 secure the area, contain and eliminate the spill source, and clean up and dispose
9 of spilled and contaminated material.
10

11 Response procedures shall be outlined in the Spill Response section and shall
12 include notification to the City of Tacoma Wastewater Treatment Plant
13 Operations number at 253.591.5595 and the City Source Control Spill Response
14 number at 253.502.2222.
15

16 A. A spill of each type of hazardous material at each location identified in 4,
17 above.

18 B. Stormwater that has come into contact with hazardous materials.

19 C. Drainage pathways from the site, including both stormwater and sanitary
20 conveyance pathways.

21 D. A release or spill of any unknown pre-existing contamination and contaminant
22 sources (such as buried pipes or tanks) encountered during project Work.

23 E. A spill occurring during Work with equipment used below the ordinary high
24 water line.
25

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

31 9. Project Site Map

32 Provide a map showing the following items:
33

34 A. Site location and boundaries.

35 B. Site access roads.

36 C. Drainage pathways from the site.

37 D. Nearby waterways and sensitive areas.

38 E. Hazardous materials, equipment, and decontamination areas identified in 4,
39 above.

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

41 G. Spill prevention and response equipment described in 7 and 8, above.
42

43 10. Spill Report Forms

44 Provide a copy of the spill report form(s) that the Contractor will use in the event
45 of a release or spill.
46

47 **Payment**

48 SPCC Plan shall be full pay for all costs associated with, including but not limited to,
49 documenting, revising, updating, maintaining, and submitting SPCC Plan in the lump
50 sum contract price "Installation of a new 42'-6" x 30'-0"x1'-0" concrete containment pad
51 with 6" thick CSBC leveling pad, and site restoration. Installation including all associated

work necessary including supervision, labor, materials, equipment, necessary for the completion of the work.”

1-07.16 Protection and Restoration of Property

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

This section is supplemented with the following:

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

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

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

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

The first paragraph is supplemented with the following:

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

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

- City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- City of Tacoma Solid Waste Management Division, Contact: Phet Sinthavong, phone: (253) 594-7876
- CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
- OR Amber Uhls, Gas, phone: (253) 476-6137
- CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-9830
- Level 3 Communications, Level3NetworkRelocations@Level3.com
- One-Number Locator Service “One Call System” telephone **1-800-424-5555**

- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123

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

1-07.18 Public Liability and Property Damage Insurance

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

See Part IV for City of Tacoma Insurance Requirements.

1-07.23 Public Convenience and Safety

1-07.23(1) Construction under Traffic

(***)**

This section is supplemented with the following:

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

The Contractor shall utilize the west gate entrance on South Orchard Street and South 34th Street for ingress and egress to the project site as shown on the cover sheet of the plans.

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

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

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

5
6 Street Right of Way lines, limits of easements, and limits of construction permits are
7 indicated in the Plans. The Contractor's construction activities shall be confined within
8 these limits, unless arrangements for use of private property are made.

9
10 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
11 way and easements, both permanent and temporary, necessary for carrying out the
12 work. Exceptions to this are noted in the Bid Documents or will be brought to the
13 Contractor's attention by a duly issued Addendum.

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

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

30
31 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
32 This includes entry onto easements and private property where private improvements
33 must be adjusted.

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

49
50
51 **END OF SECTION**

1
2
3 **1-08 PROSECUTION AND PROGRESS**

4
5 *Add the following new section:*

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

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

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

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

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

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

28
29 *Add the following new section:*

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

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

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

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

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

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

Add the following new section:

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

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

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

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

Delete the eighth paragraph.

Revise the ninth paragraph to read:

The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011, 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors. Whenever the Contractor withholds payment to a Subcontractor for any reason including disputed amounts, the Contractor shall provide notice within 10 calendar days to the Subcontractor with a copy to the Contracting Agency identifying the reason for the withholding and a clear description of what the Subcontractor must do to have the withholding released. Retainage withheld by the Contractor prior to completion of the Subcontractors work is exempt from reporting as a payment withheld and is not included in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for deferred payments shall be submitted to the Engineer concurrently with notification to the Subcontractor.

1
2 **1-08.4 Prosecution of Work**

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

4
5 **1-08.4 Notice to Proceed and Prosecution of Work**
6 **(July 23, 2015 APWA GSP)**

7
8 Notice to Proceed will be given after the contract has been executed and the contract
9 bond and evidence of insurance have been approved and filed by the Contracting
10 Agency. The Contractor shall not commence with the work until the Notice to Proceed
11 has been given by the Engineer. The Contractor shall commence construction activities
12 on the project site within ten days of the Notice to Proceed Date, unless otherwise
13 approved in writing. The Contractor shall diligently pursue the work to the physical
14 completion date within the time specified in the contract. Voluntary shutdown or slowing
15 of operations by the Contractor shall not relieve the Contractor of the responsibility to
16 complete the work within the time(s) specified in the contract.

17
18 When shown in the Plans, the first order of work shall be the installation of high visibility
19 fencing to delineate all areas for protection or restoration, as described in the Contract.
20 Installation of high visibility fencing adjacent to the roadway shall occur after the
21 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).
22 Upon construction of the fencing, the Contractor shall request the Engineer to inspect
23 the fence. No other work shall be performed on the site until the Contracting Agency has
24 accepted the installation of high visibility fencing, as described in the Contract.

25
26 **1-08.5 Time for Completion**
27 **(March 16, 2016 Tacoma GSP)**

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

29
30 Contract time shall begin on the first working day following the Notice to Proceed Date.

31
32 Each working day shall be charged to the contract as it occurs, until the contract work is
33 physically complete. If substantial completion has been granted and all the authorized
34 working days have been used, charging of working days will cease. Each week the
35 Engineer will provide the Contractor a statement that shows the number of working days:
36 (1) charged to the contract the week before; (2) specified for the physical completion of
37 the contract; and (3) remaining for the physical completion of the contract. The
38 statement will also show the nonworking days and any partial or whole day the Engineer
39 declares as unworkable. Within 10 calendar days after the date of each statement, the
40 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
41 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
42 ascertain the basis and amount of time disputed. By not filing such detailed protest in
43 that period, the Contractor shall be deemed as having accepted the statement as
44 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
45 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
46 be charged as a working day then the fifth day of that week will be charged as a working
47 day whether or not the Contractor works on that day.

48
49 *Revise the sixth paragraph to read:*
50

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

1. The physical work on the project must be complete; and
2. The Contractor must furnish all documentation required by the contract and required by law, to allow the Contracting Agency to process final acceptance of the contract. The following documents must be received by the Project Engineer prior to establishing a completion date:
 - a. Certified Payrolls (per Section 1-07.9(5)).
 - b. Material Acceptance Certification Documents
 - c. Reports of Amounts Credited as EIC Participation, as required by the Contract Provisions.
 - d. Final Contract Voucher Certification
 - e. Copies of the approved "Affidavit of Prevailing Wages Paid" for the Contractor and all Subcontractors
 - f. Property owner releases per Section 1-07.24

This section is supplemented with the following:

(March 1, 2004 Tacoma GSP)

This project shall be physically completed within **10** working days.

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

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

END OF SECTION

1-09 MEASUREMENT AND PAYMENT

(January 13, 2011 Tacoma GSP)

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

The Contractor shall submit a comprehensive summary list of all equipment anticipated to be used on the project and their associated AGC/WSDOT Equipment Rental Rates. The list shall include the contractor's equipment number, make, model, year, operation rate, standby rate, applicable attachments and any other applicable information

necessary to determine the applicable rates in accordance with this section. In addition, the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com) for each piece of equipment in the summary list. Access to the Equipment Watch web site is available at the City's Construction Management Office.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The fourth paragraph is supplemented with the following:

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

1-09.13(3) Administration of Arbitration
(October 1, 2005 APWA GSP)

Revise the third paragraph to read:

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

END OF SECTION

1-10 TEMPORARY TRAFFIC CONTROL

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

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

As the work progresses and permits, temporarily relocated and/or removed traffic signs shall be reset in their permanent location. Permanent signs and other traffic control

1 devices damaged or lost by the Contractor shall be replaced or repaired at the
2 Contractor's expense.

3 4 **Traffic Control Management**

5 **1-10.2(1) General**

6 **(January 3, 2017)**

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

8
9 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
10 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
11 following:

12
13 The Northwest Laborers-Employers Training Trust
14 27055 Ohio Ave.
15 Kingston, WA 98346
16 (360) 297-3035

17
18 Evergreen Safety Council
19 12545 135th Ave. NE
20 Kirkland, WA 98034-8709
21 1-800-521-0778

22
23 The American Traffic Safety Services Association
24 15 Riverside Parkway, Suite 100
25 Fredericksburg, Virginia 22406-1022
26 Training Dept. Toll Free (877) 642-4637
27 Phone: (540) 368-1701

28
29 *Section 1-10.3 is supplemented with the following:*

30 31 **1-10.3(3)A Construction Signs**

32 **(January 11, 2006 Tacoma GSP)**

33 *The fifth paragraph is revised to read:*

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

38 39 **1-10.3(3)C Portable Changeable Message Sign**

40 **(*****)**

41 *This section is supplemented with the following:*

42
43 Portable Changeable Message Signs shall be required on arterials streets where
44 construction occurs for durations longer than seven (7) calendar days. Signs shall be
45 solar charged and programmable. Signs shall be provided a minimum of seven (7)
46 calendar days prior to construction and remain through the duration of the construction
47 on the arterial street. Signs shall be provided on each end of the arterial street
48 construction zone notifying oncoming traffic of the construction conditions. All costs
49 associated with providing and maintain the signs for the required duration shall be
50 included in lump sum contract price in the Bid Proposal.

1 **1-10.4(2) Item Bids with Lump Sum for Incidentals**

2 **(*****)**

3 *This section is supplemented with the following:*

4
5 No unit of measure will apply to the position of traffic control manager and it will be
6 considered included in the lump sum contract price in the Bid Proposal.

7
8
9 **END OF SECTION**

10
11
12 **2-01 CLEARING, GRUBBING, AND ROADSIDE CLEANUP**
13 **(March 17, 2016 Tacoma GSP)**

14
15 **2-01.2 Disposal of Usable Material and Debris**

16 *The second paragraph is revised to read:*

17
18 The Contractor shall dispose of all debris in accordance with Section 2-01.2(2).

19
20
21 **END OF SECTION**

22
23
24 **2-07 WATERING**
25 **(August 3, 2009 Tacoma GSP)**

26
27 **2-07.3 Construction Requirements**

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

29
30 The Engineer may direct that the Contractor apply water during non-working hours such
31 as evenings, weekends, or recognized holidays.

32
33 *Section 2-07.3 is supplemented with the following:*

34
35 **2-07.3(1) Water Supplied from Hydrants**

36
37 There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or
38 any other construction activities associated with this project. Prior to construction
39 activities, it shall be the Contractor's responsibility to verify which hydrants will be
40 available by contacting Tacoma Water. The Contractor shall use only those hydrants
41 designated by Tacoma Water.

42
43 Water supplied from hydrants governed by Tacoma Water shall be used in strict
44 compliance with the "Operating Procedures for the use of Water Division Hydrants"
45 available at the Tacoma Water Permit Counter.

46
47 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the
48 Water Permit Counter at (253) 502-8247, 2nd floor, Tacoma Public Utilities,
49 Administrative Building, 3628 South 35th Street, Tacoma, WA 98409. A copy of the
50 approved Hydrant Permit shall be submitted to the Engineer.

Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant Certification Card prior to obtaining a permit. If necessary, contractor personnel shall undergo training to receive the required certification. Contact the Water Permit Counter to set up training as necessary.

END OF SECTION

2-09 STRUCTURE EXCAVATION **(*****)**

2-09.5 Payment

All labor, equipment, and materials necessary for all excavation, removal of water, storing, protecting, re-handling suitable backfill material, and compaction of backfill shall be included in the lump sum contract price "Installation of a new 42'-6" x 30'-0" x 1'-0" concrete containment pad with 6" CSBC leveling pad, and site restoration. Installation including all associated work necessary including supervision, labor, materials, equipment, necessary for the completion of the work."

END OF SECTION

3-04 ACCEPTANCE OF AGGREGATE **(April 1, 2012 Tacoma GSP)**

3-04.1 Description

The first and third paragraphs are deleted.

The fourth paragraph is revised to read:

Nonstatistical evaluation will be used for the acceptance of aggregate materials.

3-04.3(1) General

The first sentence is revised to read:

For the purpose of acceptance sampling and testing, all test results obtained for a material type will be evaluated collectively.

3-04.3(4) Testing Results

This section is replaced with the following:

The results of all acceptance testing will be provided by the City's Project Engineer within 3 working day of testing.

3-04.3(6) Statistical Evaluation

This section is deleted:

1
2 **END OF SECTION**
3
4

5 **4-04 BALLAST AND CRUSHED SURFACING**

6 **(*****)**
7

8 **4-04.5 Payment**

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

11 All costs for labor, equipment and materials required to furnish, place and compact the
12 crushed surfacing top course and crushed surfacing base course shall be included in the
13 lump sum contract price "Installation of a new 42'-6" x 30'-0" x 1'-0" concrete
14 containment pad with 6" CSBC leveling pad, and site restoration. Installation including all
15 associated work necessary including supervision, labor, materials, equipment,
16 necessary for the completion of the work."
17

18
19 **END OF SECTION**
20
21

22 **6-02 CONCRETE STRUCTURES**

23 **(*****)**
24

25 **6-02.1 Description**

26 *This section is supplemented with the following:*
27

28 The Work shall consist of the installation of a new 42'-6" x 30'-0" x 1'-0" concrete
29 containment pad with 6" CSBC leveling pad in accordance with these specifications and
30 in accordance with the lines, grades, design, and dimensions shown on the Plans.
31

32 **6-02.2 Materials**

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

35 Concrete shall be WSDOT Class 4000A. All reinforcing bar shall be ASTM A706 Grade
36 60. CSBC for leveling pad shall meet Section 9-03.9(3) and compacted to at least 95%
37 of maximum density.
38

39 **6-02.3 Construction Requirements**
40
41

42 **6-02.3(1)A Submittals**

43 *This section is supplemented with the following:*
44

45 Contractor shall provide a mix design in writing to the Engineer for all classes of
46 concrete specified in the Plans per Section 6-02.3(2)A.
47

48 The concrete producer shall provide a Certificate of Compliance for each truckload of
49 concrete. The Certificate of Compliance shall verify that the delivered concrete is in
50 compliance with the mix design and other information in Section 6-02.3(5)B.
51

1 **6-02.5 Payment**

2 *This section is revised to read:*

3
4 All costs for labor, equipment, and materials required to construct the concrete pad in
5 accordance with the plans and specifications shall be included in the lump sum contract
6 price "Installation of a new 42'-6" x 30'-0" x 1'-0" concrete containment pad with 6" CSBC
7 leveling pad, and site restoration. Installation including all associated work necessary
8 including supervision, labor, materials, equipment, necessary for the completion of the
9 work."

10
11
12 **END OF SECTION**

13
14
15 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

16 **(*****)**

17
18 **8-01.1 Description**

19 *This section is supplemented with the following:*

20
21 The City of Tacoma Stormwater Management Manual is available on the City's website
22 at www.cityoftacoma.org/stormwatermanual.

23
24 **8-01.3(1)A Submittals**

25 *This section is revised to read:*

26
27 The Contractor shall adopt or modify a Temporary Erosion and Sediment Control
28 (TESC) Plan and Stormwater Pollution Prevention Plan (SWPPP) Report. The
29 Contractor shall include an implementation schedule for the TESC Plan and SWPPP
30 and incorporate this implementation schedule into the Contractor's progress report. The
31 SWPPP and implementation schedule shall be submitted in accordance with 1-05.3 and
32 1-08.3

33
34 TESC Plans and SWPPP Reports that are modified by the Contractor shall be reviewed
35 and approved by the Project Engineer before implementation. The Contractor shall
36 allow 5 working days for the Project Engineer to review any original or revised TESC
37 Plans or SWPPP reports. Failure to approve all or part of any such Plan shall not make
38 the Contracting Agency liable to the Contractor for any Work delays.

39
40
41 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

42 *This section is revised to read:*

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

CPESC shall be listed on the Emergency Contact List required under Section 1-05.13(1).

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

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

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

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

8-01.3(2)B Seeding and Fertilizing

The first paragraph is supplemented with the following:

All seeding areas shall be seeded with the following mix:

| Type of Seed | % by Weight |
|---|-------------|
| Dwarf tall fescue (several varieties) Festuca arundinacea var. | 45 |

| | |
|---|----|
| Dwarf perennial rye (Barclay) Lolium perenne var. barclay | 30 |
| Red fescue Festuca rubra | 20 |
| Colonial bentgrass Agrostis tenuis | 5 |

The rate of application shall be per the manufacturer's recommendation.

8-01.5 Payment

This section is supplemented with the following:

Erosion/Water Pollution Control, TESC Plan, and Stormwater Pollution Prevention Plan shall be full pay for all materials, labor, tools, equipment, and supplies necessary to comply with the requirements up to the completion of the Work in the lump sum contract price "Installation of a new 42'-6" x 30'-0" x 1'-0" concrete containment pad with 6" CSBC leveling pad, and site restoration. Installation including all associated work necessary including supervision, labor, materials, equipment, necessary for the completion of the work." The lump sum price shall also include all costs necessary to supply the City of Tacoma with all information as necessary to ensure compliance.

END OF SECTION

8-02 ROADSIDE RESTORATION

(***)**

8-02.3 Construction Requirements

8-02.3(5) Planting Area Preparation

This section is supplemented with the following:

All grades shall be maintained in the areas to be planted in a true and even condition. The contractor shall be careful not to disturb any of the existing or cut slopes. Where final grades have not been established, the areas shall be finish graded and all surfaces left in an even and compacted condition. The finished grade shall be such that after planting, the grade shall be flush with adjoining surfaces; positive drainage shall also be maintained.

8-02.3(6) Soil Amendments

This section is supplemented with the following:

Recycled/compost material in accordance with Section 9-14.4(8) shall be blended with the specified topsoil at a ratio of 1/1 by volume.

Note to Engineer: All major projects using topsoil need to be blended with recycled/compost material at a 1/1 ratio by volume.

Add the following new section:

1 **8-02.3(17) Site Restoration**

2
3 During the construction of the new improvements, the Contractor shall replace in kind,
4 including but not limited to: crushed surfacing base course, crushed surfacing top
5 course, topsoil, bark or wood chip mulch, and soil amendments. Each location of work
6 shall be graded to a smooth and even surface, matching grades. Grading shall be
7 accomplished to blend the new work with the existing ground lines and to maintain
8 natural drainage courses. Restoration of grass areas shall be done through
9 hydroseeding in accordance with Section 8-01.3(2)B. Hand seeding will not be
10 allowed. The Contractor shall amend soils in accordance with BMP L613 of the City of
11 Tacoma Standard Plan GSI-01b.
12

13 **8-02.5 Payment**

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

16 Site restoration shall be full pay for all materials, labor, tools, equipment, and supplies
17 necessary for restoration of the job site in the lump sum contract price "Installation of a
18 new 42'-6" x 30'-0" x 1'-0" concrete containment pad with 6" CSBC leveling pad, and site
19 restoration. Installation including all associated work necessary including supervision,
20 labor, materials, equipment, necessary for the completion of the work."
21

22 **END OF SECTION**
23
24

25 **9-03 AGGREGATES**

26 **(September 20, 2018 Tacoma GSP)**
27

28 **9-03.1 Aggregates for Portland Cement Concrete**
29

30 **9-03.1(1) General Requirements**

31 **(June 16, 2016 Tacoma GSP)**

32 *The seventh paragraph is deleted*
33

34 **9-03.6 Vacant**

35 **(June 16, 2016 Tacoma GSP)**

36 *This section, including the title, is revised to read:*
37

38 **9-03.21 Recycled Material**
39

40 **9-03.21(1) General Requirements**

41 **(June 16, 2016 Tacoma GSP)**

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

44 Recycled materials will only be permitted upon approval of the Engineer. Recycled
45 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,
46 and extra excavation area backfill material.
47
48

49 **END OF SECTION**
50

APPENDIX A

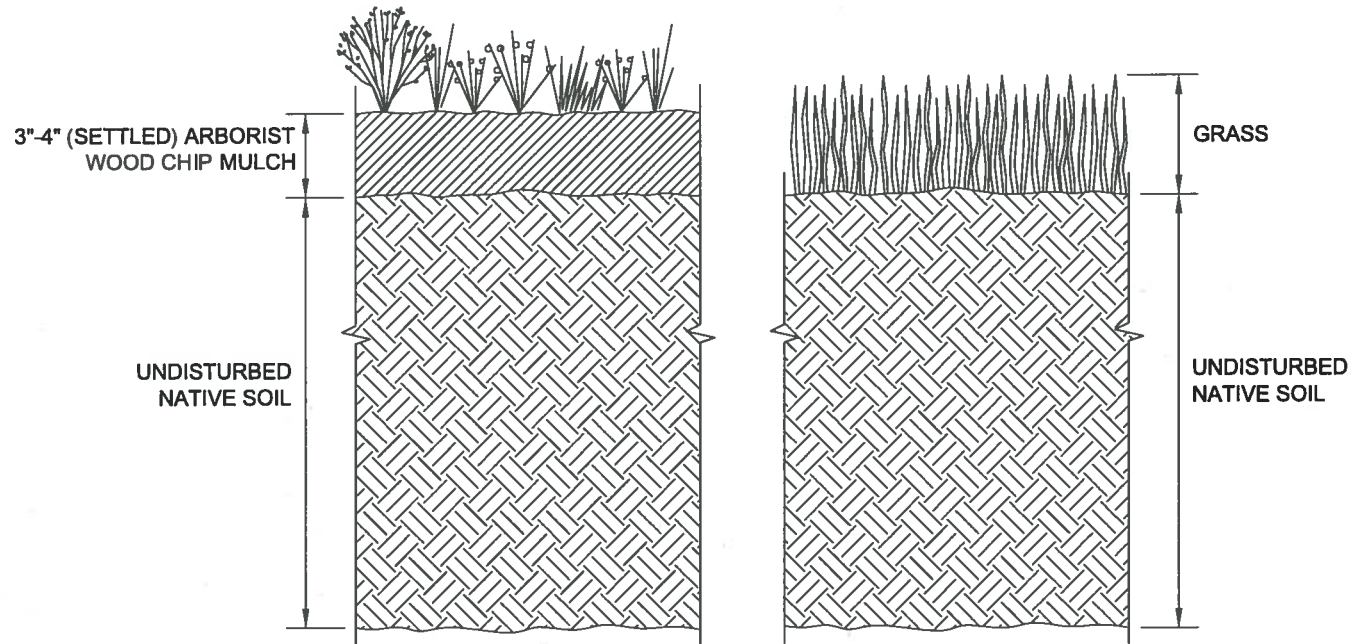
CITY OF TACOMA

AND

WSDOT STANDARD PLANS

PLANTING BEDS

TURF (LAWN) AREAS



OPTION 1: Leave native vegetation and soil undisturbed, and protect from compaction during construction. Identify areas of the site that will not be stripped, logged, graded or driven on, and fence off those areas to prevent impacts during construction. If neither soils nor vegetation are disturbed, these areas do not require amendment.

See SWMM BMP L613 for additional information.

DCS

PUBLIC WORKS

NA

TACOMA POWER

REVIEWED BY

ENVIRONMENTAL
SERVICES

NA

TACOMA WATER



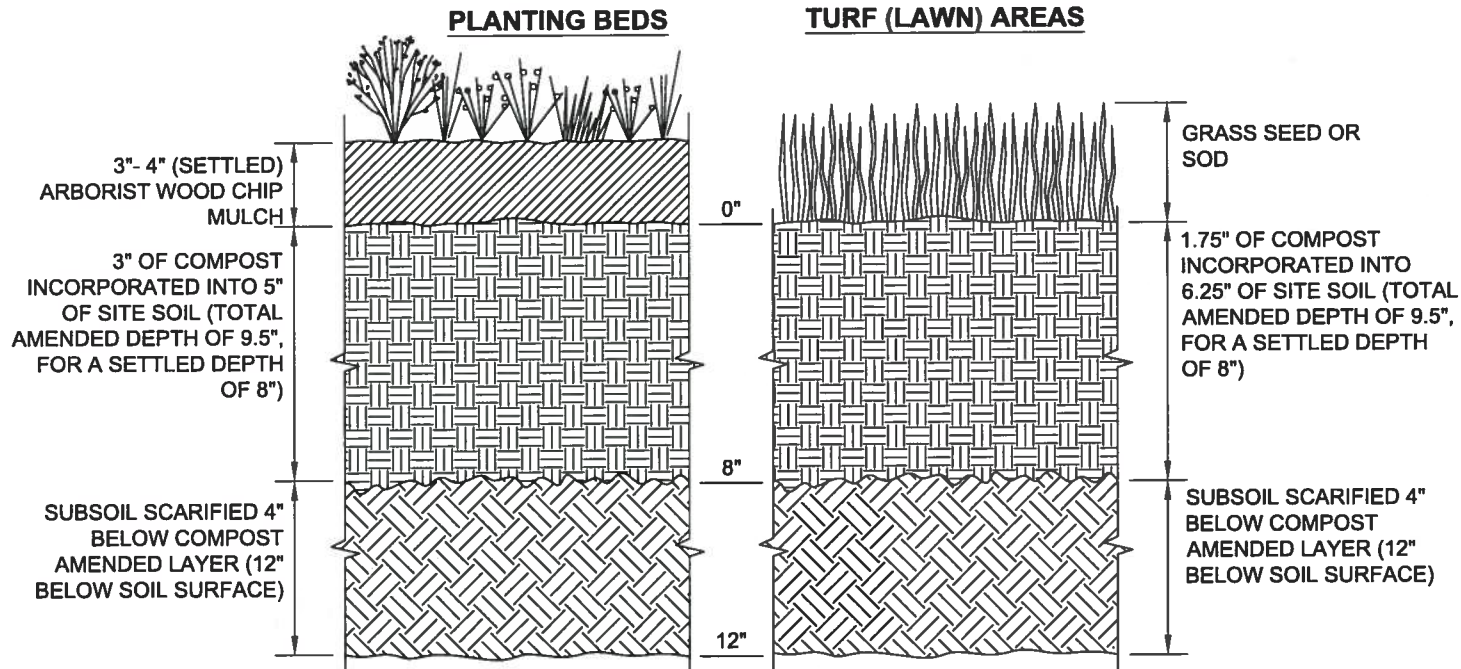
APPROVED FOR PUBLICATION

CITY ENGINEER

DATE

CITY OF TACOMA
BMP L613 POST-CONSTRUCTION
SOIL QUALITY AND DEPTH
OPTION 1 - NO DISTURBANCE

STANDARD PLAN NO. GSI-01a



OPTION 2: Amend existing site topsoil, or subsoil, either at preapproved rate or at calculated rate based on tests of the soil and amendments. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

Scarification: Scarify or till subgrade to 8 inches depth (or to depth needed to achieve a total depth of 12 inches of uncompacted soil after calculated amount of amendment is added). Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained or where scarification would damage tree roots or as determined by the engineer.

A. Planting Beds

1. **PREAPPROVED RATE:** Place 3 inches of composted material and rototill into 5 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

2. **CALCULATED RATE:** Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 10% organic content.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

B. Turf (Lawn) Areas

1. **PREAPPROVED RATE:** Place 1.75 inches of composted material and rototill into 6.25 inches of existing site soils (a total amended depth of about 9.5 inches, for a settled depth of 8 inches).

2. **CALCULATED RATE:** Place calculated amount of composted material or approved organic material and rototill into depth of soil needed to achieve 8 inches of settled soil at 5% organic content.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plan LS-08 and LS-09.

See SWMM BMP L613 for additional information.

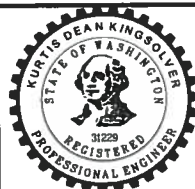
DCS
PUBLIC WORKS

REVIEWED BY

ENVIRONMENTAL
SERVICES

NA
TACOMA POWER

NA
TACOMA WATER



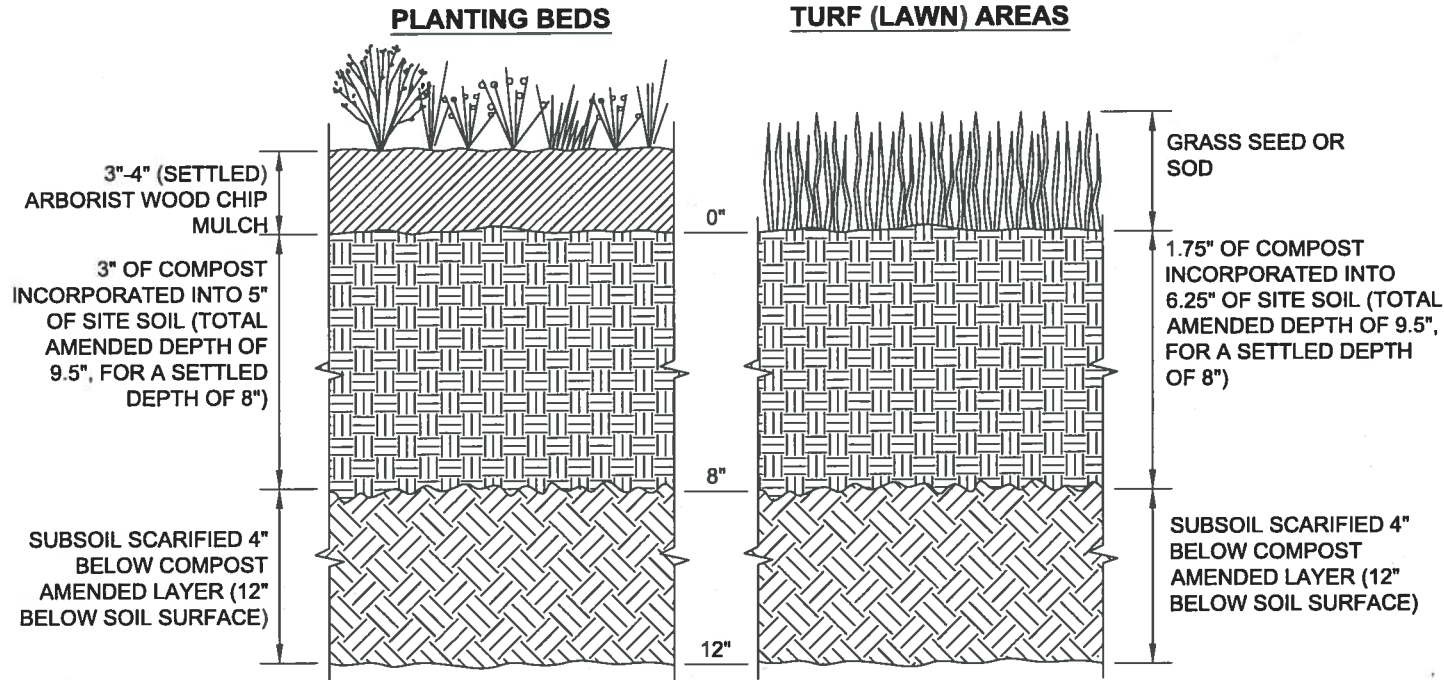
APPROVED FOR PUBLICATION

CITY ENGINEER

DATE

CITY OF TACOMA
BMP L613 POST CONSTRUCTION SOIL
QUALITY AND DEPTH
OPTION 2 - AMEND IN PLACE

STANDARD PLAN NO. GSI-01b



OPTION 3: Stockpile existing topsoil during grading. Stockpile and cover soil with weed barrier material that sheds moisture yet allows air transmission, in approved location, prior to grading. Replace stockpiled topsoil prior to planting. Stockpiled topsoil shall be tested and amended if needed to meet the organic matter or depth requirements either at preapproved rate or calculated rate. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be amended with compost as described below.

Scarification: If placed topsoil plus compost or other organic material will amount to less than 12 inches, scarify or till subgrade to depth needed to achieve 12 inches of loosened soil after topsoil and amendment are placed. Entire surface should be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

| A. Planting Beds | B. Turf (Lawn) Areas |
|---|--|
| 1. PREAPPROVED RATE: Place 3 inches of composted material and rototill into 5 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches). | 1. PREAPPROVED RATE: Place 1.75 inches of composted material and rototill into 6.25 inches of replaced soil (a total amended depth of about 9.5 inches, for a settled depth of 8 inches). |
| 2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 10% organic content. | 2. CALCULATED RATE: Place calculated amount of composted material or approved organic material and rototill into depth of replaced soil needed to achieve 8 inches of settled soil at 5% organic content. |
| Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff. | Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter. |

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within the tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for more information.

DCS

PUBLIC WORKS

NA

TACOMA POWER

REVIEWED BY

ENVIRONMENTAL
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

[Signature]

CITY ENGINEER

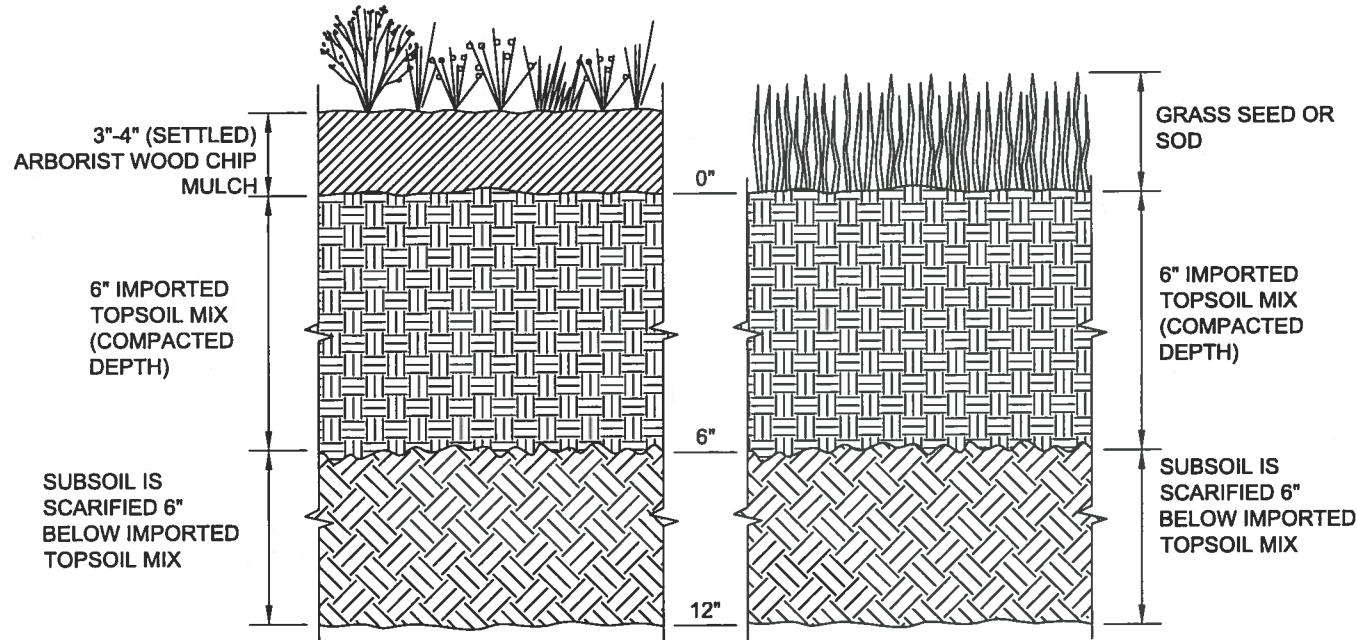
[Signature] 4/24/15

DATE

CITY OF TACOMA
BMP L613 POST CONSTRUCTION SOIL
QUALITY AND DEPTH
OPTION 3 - STOCKPILE AND AMEND
STANDARD PLAN NO. GSI-01c

PLANTING BEDS

TURF (LAWN) AREAS



OPTION 4: Import topsoil mix of sufficient organic content and depth to meet the requirements. All soil areas disturbed or compacted during construction, and not covered by buildings or pavement, shall be restored as described below.

Scarification: scarify or till subgrade in two direction to 6 inches depth. Entire surface shall be disturbed by scarification. Do not scarify within drip line of existing trees to be retained.

A. Planting Beds

Use imported topsoil mix containing 10% organic matter (typically around 40% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

Rake beds to smooth and remove surface rocks larger than 2 inches diameter. Mulch planting beds with 3" - 4" of organic mulch or stockpiled duff.

B. Turf (Lawn) Areas

Use imported topsoil mix containing 5% organic matter (typically around 25% compost). Soil portion must be sand or sandy loam as defined by the USDA. Place 3 inches of imported topsoil mix on surface and till into 2 inches of soil. Place second lift of 3 inches topsoil mix on surface.

Water or roll to compact to 85% of maximum dry density. Rake to level and remove surface rocks larger than 1 inch diameter.

Setbacks: to prevent uneven settling, do not compost-amend soils within 3 feet on center of utility infrastructure (poles, vaults, meters etc.). Within one foot of pavement edge, curbs and sidewalks; soil should be compacted to approximately 90% max. modified proctor density (ASTM D1557) to ensure a firm surface. Do not compact within tree protection zone. See Std. Plans LS-08 and LS-09.

See SWMM BMP L613 for additional information.

DCS

PUBLIC WORKS

NA

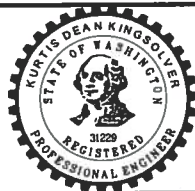
TACOMA POWER

REVIEWED BY

ENVIRONMENTAL
SERVICES

NA

TACOMA WATER



APPROVED FOR PUBLICATION

CITY ENGINEER

DATE

CITY OF TACOMA
BMP L613 POST CONSTRUCTION SOIL
QUALITY AND DEPTH
OPTION 4 - IMPORTED TOPSOIL
STANDARD PLAN NO. GSI-01d

APPENDIX B

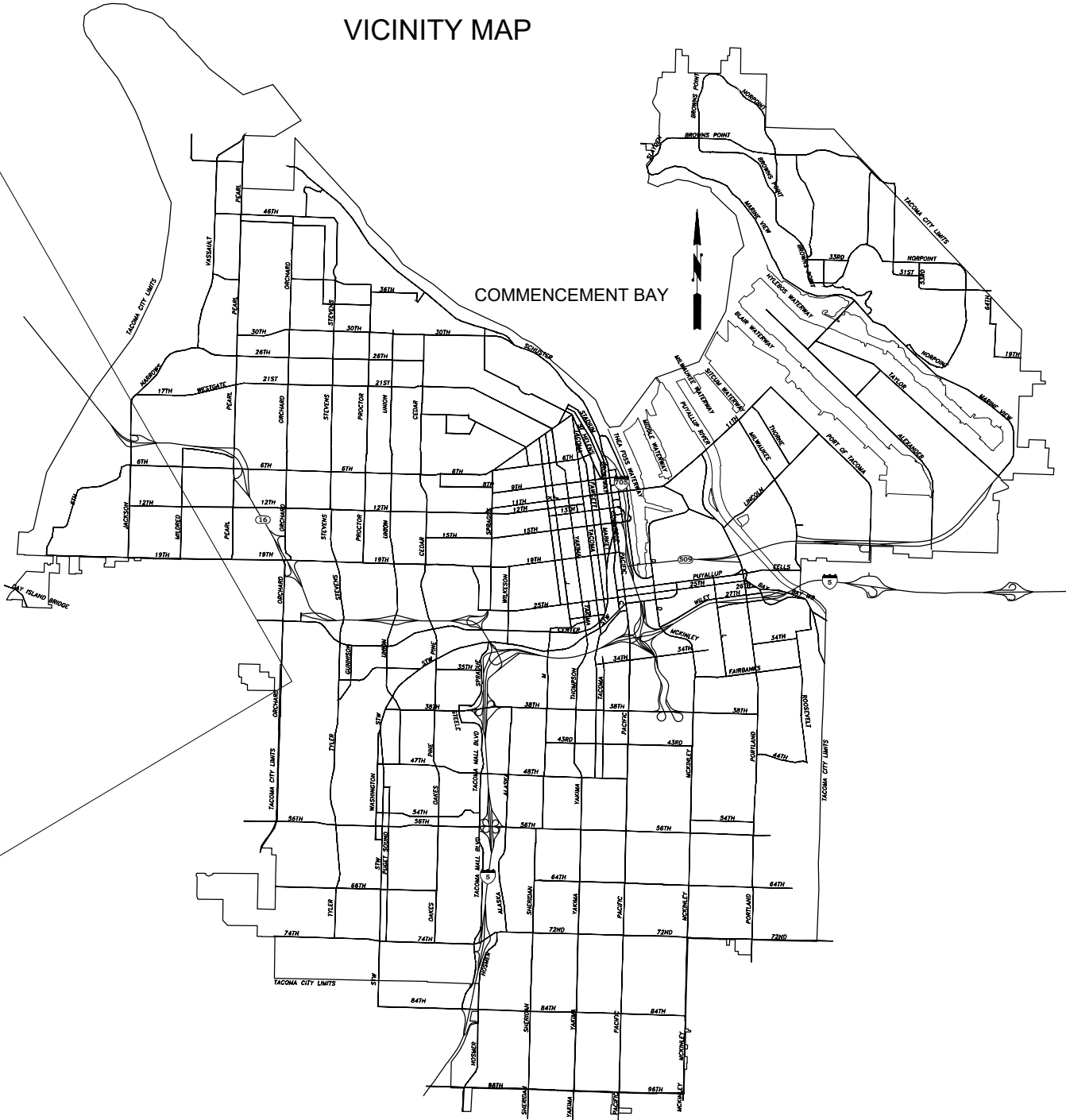
PROJECT PLANS



SWM Open Space Tagro Containment Pad
3510 South Mullen Street Tacoma, WA 98409
Environmental Services Department
March 2021



PROJECT LOCATION

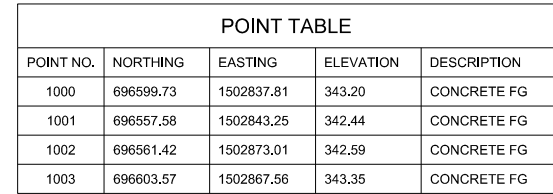


ENV-03024-30
ES21-0467S Specification No.
BID SET

| INDEX OF DRAWINGS | |
|-------------------|------------------------|
| SHEET NUMBER | TITLE OF DRAWINGS |
| 1 | Cover Sheet |
| 2 | Legend & Abbreviations |
| 3 | Plan and Profile |
| 4 | Foundation Plan |

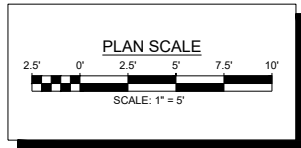
DATE: 3/11/2021 11:13 AM PATH: P:\ENVSERVICES\PROJECTS\SAN-STW\ENV-03024-30 SWM CONTAINMENT PAD\PRODUCTION SET FILE: ENV-03024-30 PS COVER LAYOUT: LAYOUT1

| REFERENCE LINETYPES | | WATER | | POWER | | TRAFFIC SIGNAL INTERCONNECT AND LIGHTING | | ABBREVIATIONS | | | |
|---------------------|------------------------------------|--------|-------------|--------|-------------|--|-------------|---------------|------------------------------|--------------|--------------------------------|
| EXISTING | DESCRIPTION | SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION | SYMBOL | DESCRIPTION | | | | |
| | PROPERTY LINE | | | | | | | & | AND | MAX | MAXIMUM |
| | EASEMENT LINE | | | | | | | @ | AT | MB | MAILBOX |
| | RIGHT OF WAY | | | | | | | CL | CENTERLINE | MED | MEDIUM |
| | CENTER LINE | | | | | | | PL | PROPERTY LINE | MEMB | MEMBRANE |
| | TEMPORARY CONSTRUCTION PERMIT LINE | | | | | | | % | PERCENT | MET | METAL |
| | | | | | | | | # | NUMBER | MFR | MANUFACTURER |
| | | | | | | | | Ø | NO DIA | MH | MANHOLE |
| | | | | | | | | Ø | DIA | MIN | MINIMUM |
| | | | | | | | | AC | ACRE | MISC | MISCELLANEOUS |
| | | | | | | | | AGGR | AGGREGATE | MON | MONUMENT |
| | | | | | | | | ALT | ALTERNATE | | |
| | | | | | | | | AP | ANGLE POINT | N | NORTH |
| | | | | | | | | APPROX | APPROXIMATELY | NTS | NOT TO SCALE |
| | | | | | | | | ASPH | ASPHALT | OC | ON CENTER |
| | | | | | | | | B&B | BALLED AND BURLAPPED | OD | OUTSIDE DIAMETER |
| | | | | | | | | | | OPP | OPPOSITE |
| | | | | | | | | C&G | CLEARING & GRUBBING | PA | PLANTING AREA |
| | | | | | | | | CB | CATCH BASIN | PAT | PATTERN |
| | | | | | | | | CEM | CEMENT | PC | POINT OF CURVATURE |
| | | | | | | | | CF | CUBIC FEET | PG | PERFORMANCE GRADED |
| | | | | | | | | CJ | CONTROL JOINT | POB | POINT OF BEGINNING |
| | | | | | | | | CLR | CLASS | POC | POINT OF CONNECTION |
| | | | | | | | | CMP | CORRUGATED | PROP | PROPOSED |
| | | | | | | | | CMU | CONCRETE | PT | POINT OF TANGENCY |
| | | | | | | | | | CONCRETE | PVC | POINT OF VERTICAL CURVE |
| | | | | | | | | CONC | MASONRY UNIT | PVI | POINT OF VERTICAL INTERSECTION |
| | | | | | | | | CONST | CONSTRUCT | PVT | POINT OF VERTICAL TANGENCY |
| | | | | | | | | CONT | CONTINUOUS | | |
| | | | | | | | | COORD | COORDINATE | | |
| | | | | | | | | CSTC | CRUSHED SURFACING TOP COURSE | R | RADIUS |
| | | | | | | | | | CRUSHED SURFACING | REINF | REINFORCED |
| | | | | | | | | CSBC | CRUSHED SURFACING | REM | REMOVE |
| | | | | | | | | | BASE COURSE | REPL | REPLACE |
| | | | | | | | | CY | CUBIC YARDS | REQD | REQUIRED |
| | | | | | | | | DIP, DI | DUCTILE IRON PIPE | RIM | RIM ELEVATION |
| | | | | | | | | DWG | DRAWING | ROW, R/W | RIGHT OF WAY |
| | | | | | | | | DWY | DRIVEWAY | RT | RIGHT |
| | | | | | | | | | | S | SOUTH |
| | | | | | | | | E | EAST | SAN | SANITARY SEWER |
| | | | | | | | | EA | EACH | SF | SQUARE FEET |
| | | | | | | | | EJ | EXPANSION JOINT | SHT | SHEET |
| | | | | | | | | ELEV | ELEVATION | SPECS | SPECIFICATIONS |
| | | | | | | | | EQ | EQUAL | SQ | SQUARE |
| | | | | | | | | ER | END OF RADIUS | STA | STATION |
| | | | | | | | | EX, EXIST | EXISTING | STL | STEEL |
| | | | | | | | | | | STM | STORM SEWER |
| | | | | | | | | FFE | FINISH FLOOR ELEVATION | TEL | TELEPHONE |
| | | | | | | | | FG | FINISHED GRADE | TELECOM | TELECOMMUNICATIONS |
| | | | | | | | | FIN | FINISH | TEMP | TEMPORARY |
| | | | | | | | | FO | FIBEROPTIC | TJ | TOOLED JOINT |
| | | | | | | | | FT | FOOT OR FEET | TS | TRAFFIC SIGNAL CONDUIT |
| | | | | | | | | FTG | FOOTING | TOP OF SLOPE | TOP OF SLOPE |
| | | | | | | | | | | TSFO | TRAFFIC SIGNAL CONDUIT |
| | | | | | | | | GA | GAUGE | TV | TELEVISION |
| | | | | | | | | GAL | GALLON | TW | CABLE TELEVISION |
| | | | | | | | | GRD BRK | GALVANIZED GRADE BREAK | TYP | TYPICAL |
| | | | | | | | | | | VERT | VERTICAL |
| | | | | | | | | HDPE | HIGH-DENSITY POLYETHYLENE | | |
| | | | | | | | | | HORIZONTAL | W | WEST, WATER |
| | | | | | | | | HORIZ | HORIZONTAL | WI | WITH |
| | | | | | | | | HP | HIGH POINT | W/O | WITHOUT |
| | | | | | | | | HT | HEIGHT | WPF | WATERPROOF |
| | | | | | | | | HWY | HIGHWAY | WWM | WELDED WIRE MESH |
| | | | | | | | | | | | |
| | | | | | | | | ID | INSIDE DIAMETER | | |
| | | | | | | | | IE | INVERT ELEVATION | | |
| | | | | | | | | IN | INCHES | | |
| | | | | | | | | INT | INTERSECTION, INTERCONNECT | | |
| | | | | | | | | | | | |
| | | | | | | | | JT | JOINT | | |
| | | | | | | | | LF | LINEAR FEET | | |
| | | | | | | | | LHT | LIGHTING | | |
| | | | | | | | | LP | LIGHT POLE | | |
| | | | | | | | | LT | LEFT | | |
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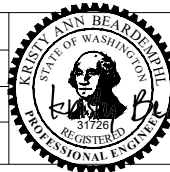
- ## CONSTRUCTION NOTES:
- 1 CONTRACTOR SHALL CONSTRUCT CEMENT CONCRETE PAD PER STRUCTURAL ENGINEER'S PLANS ON SHEET 4.
 - 2 CONTRACTOR SHALL REGRADE AND RESTORE EXISTING ROADWAY WITH 12 CY OF 3" CSBC MEETING SPECIAL PROVISIONS SECTION 9-93.9(g).
 - 3 CONTRACTOR SHALL RESTORE DISTURBED SITE PER CITY OF TACOMA SPECIAL PROVISIONS SECTION 8-02.

- GENERAL NOTES:
1. EXISTING ECOLOGY BLOCKS WILL BE REMOVED BY OTHERS BEFORE START OF CONSTRUCTION.
 2. DAMAGE TO LANDFILL CAP AND ANY NECESSARY REPAIR IS AT THE COST OF THE CONTRACTOR.
 3. CONTRACTOR SHALL PROVIDE TEMPORARY EROSION CONTROL PER CITY OF TACOMA SPECIAL PROVISIONS SECTION 8-02.



| | | | |
|----|----------|------|------|
| | | | |
| NO | REVISION | DATE | APPD |

| | | |
|--|--|---------------|
| FINAL CONSTRUCTION CHECKED BY DATE | DATE | SCALE |
| | 3/11/21 | 1" = 5' |
| | DESIGNED KS | CHECKED KB |
| | DRAWN JP | PROJECT NAME |
| FIELD BOOKS | DRAWING NAME ENV-03024-30 PS Plan.dwg | |



CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

Ardenupfel, P.E. SWM Open Space Tagro Containment Pad
Plan and Profile

| | |
|--------------|--------------|
| SPEC. NO. | ES21-0467S |
| WBS NO. | ENV-03024-30 |
| SHEET NO. | |
| SHEET 3 OF 3 | |

03/23/2021

PART III

STATE PREVAILING

WAGE RATES

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:

<https://secure.lni.wa.gov/wagelookup/>

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 [39.12 RCW](#) that provided work and materials for the Contract:

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). 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.
2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). 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.

P A R T I V

CITY OF TACOMA INSURANCE REQUIREMENTS



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 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



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endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. 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.