



City of Tacoma
Public Works Engineering Department

**NOTICE OF A SMALL WORKS ROSTER
CONTRACTING OPPORTUNITY**

**SPECIFICATION NO.
PW20-0103S**

**MUSEUM OF GLASS JOINT AND
SIDEWALK REPAIR**

Project No. THE-00046

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 "Solicitations", then click on the specification number referenced above.

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

CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

**SPECIFICATION NO.
PW20-0103S**

Museum of Glass Joint and Sidewalk Repair

PROJECT NO. THE-00046

Darius Thompson, Project Manager.
Engineering Division
Public Works Department

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

Dan Seabrands, P.E.
Engineering Division
Public Works Department

Room 644, Tacoma Municipal Building
Tacoma, Washington 98421-2711



SPECIFICATION NO. PW20-0103S

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All forms in the Bid Submittal Package must be completed and submitted with the bid.



City of Tacoma
Public Works Engineering

REQUEST FOR BIDS PW20-0103S
Museum of Glass Joint & Sidewalk Repair

Submittal Deadline: 11:00 a.m., Pacific Time, Thursday, October 12, 2020

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

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: A pre-proposal meeting will not be held.

Project Scope: This Contract shall generally consist of joint seal removal and replacement and removal and replacement of sidewalk panels.

Estimate: \$26,105

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. **SUSTAINABILITY:** To be filled in by the bidder.
4. **ACH PAYMENT ACCEPTANCE:** To be filled in by the bidder.
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).

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.

**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 1

BID PROPOSAL AND CONTRACT FORMS

FORMS TO BE RETURNED WITH BID SUBMITTAL:

1. Bid Proposal
2. Signature Page
3. Sustainability
4. ACH Payment Acceptance
5. State Responsibility and Reciprocal Bid Preference Information
6. Certification of Compliance with Wage Payment Statues

BID PROPOSAL

SPECIFICATION NO. PW20-0103S
Museum of Glass Joint and Sidewalk Repair

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. CIP-00030-02-09-01 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL AMOUNT</u> |
|---|--|---------------------------|-------------------|---------------------|
| 1. 1-07.15(1) | SPCC Plan | 1 Lump Sum | Lump Sum | \$ _____ |
| 2. 1-09.7 | Mobilization | 1 Lump Sum | Lump Sum | \$ _____ |
| 3. 1-10 | Pedestrian Traffic Control | 1 Lump Sum | Lump Sum | \$ _____ |
| 4. 8-32 | Clean and Seal Joints | 625 Lin. Ft. | \$ _____ | \$ _____ |
| 5. 8-01 | Stormwater Pollution Prevention Plan (SWPPP) | 1 Lump Sum | Lump Sum | \$ _____ |
| 6. 8-01 | Erosion/Water pollution control | 1 Lump Sum | Lump Sum | \$ _____ |
| Base Bid (Subtotal Items Nos. 1 - 6) | | | \$ | _____ |

Contractor's Name: _____
Specification No. PW20-0103S
Page 1 of 2

Additive 1: Concrete Sidewalks

| <u>ITEM NO.</u> | <u>ITEM DESCRIPTION</u> | <u>ESTIMATED QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL AMOUNT</u> |
|---|---|---------------------------|-------------------|---------------------|
| 7. 2-14 | Remove Existing Pavement, Type 1, Class C6 | 66 Sy.Yd. | \$ _____ | \$ _____ |
| 8. 8-14 | Concrete Sidewalk | 66 Sy.Yd. | \$ _____ | \$ _____ |
| Additive 1 Bid (Subtotal Items Nos. 7-8) | | | \$ _____ | |

(1) BASE BID TOTAL \$ _____

(2) GRAND TOTAL (BASE BID + Additive 1) \$ _____

Proposal for Incorporating Recycled Materials into the Project

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

Proposed total percentage: _____ percent.

Note: Use of recycled materials is highly encouraged within the limits shown above, but does not constitute a Bidder Preference, and will not affect the determination of award, unless two or more lowest responsive Bid totals are exactly equal, in which case proposed recycling percentages will be used as a tie-breaker, per the APWA GSP in Section 1-02.6 of the Special Provisions. Regardless, the Bidder's stated proposed percentages will become a goal the Contractor should do its best to accomplish. Bidders will be required to report on recycled materials actually incorporated into the Project, in accordance with the APWA GSP in Section 1-06.6 of the Special Provisions.

Bidder: _____
 Signature of Authorized Official: _____
 Date: _____

Contractor's Name: _____
 Specification No. PW20-0103S
 Page 2 of 2

SIGNATURE PAGE

**CITY OF TACOMA
PUBLIC WORKS ENGINEERING**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

**REQUEST FOR BIDS SPECIFICATION NO. PW20-0103S
Museum of Glass Joint & Sidewalk Repair**

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.

Sustainability

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

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

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

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

ACH PAYMENT ACCEPTANCE

Does your firm accept payment by Visa credit card? __Y __N

NOTE: The City of Tacoma will not accept price changes or pay additional fees when a credit card is used.

Does your firm accept payment by EFT/ACH? __Y __N

(Electronic Funds Transfer (EFT) by Automated Clearing House (ACH))

Specification No. _____

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



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 (**September 25, 2020**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of 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.*

CONTRACT FORMS:

1. Sample Contract
2. Sample Performance Bond and Payment Bond
3. Insurance Certificate Requirements
4. General Release

CONTRACT

Resolution No.
Contract No.

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

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

I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

-
1. Specification No. Enter Spec Number and Enter Spec Title together with all authorized addenda.
 2. Contractor’s submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number and Enter Spec Title.
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
-

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

II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract
2. List remaining Contract Documents in applicable controlling order.

III. The Contract terminates on xxxxx. {May remove if not applicable}

IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
\$ _____, plus any applicable taxes.

V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.

VI. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

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

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned, _____

as principal, and _____

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



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

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART 2

SPECIAL PROVISIONS

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1 **INTRODUCTION**

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

3
4 The following special provisions shall be used in conjunction with the "2020 Standard
5 Specifications for Road, Bridge and Municipal Construction" and "Standard Plans for
6 Road, Bridge, and Municipal Construction" as prepared by the Washington State
7 Department of Transportation (WSDOT). State Standard Specifications are available
8 through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may
9 be downloaded, free of charge, from this location on the WSDOT home page:
10 <http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm>

11
12 These Special Provisions are made up of both General Special Provisions (GSPs) from
13 various sources, which may have project-specific fill-ins; and project-specific Special
14 Provisions. Each Provision either supplements, modifies, or replaces the comparable
15 Standard Specification, or is a new Provision. The deletion, amendment, alteration, or
16 addition to any subsection or portion of the Standard Specifications is meant to pertain
17 only to that particular portion of the section, and in no way should it be interpreted that
18 the balance of the section does not apply.

19
20 The GSPs are labeled under the headers of each GSP, with the date of the GSP and its
21 source, as follows:

- 22
- 23 *(May 18, 2007 APWA GSP)*
- 24 *(August 7, 2006 WSDOT GSP)*
- 25 *(April 2, 2007 Tacoma GSP)*
- 26

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

29 **(*****)**

30
31 Also incorporated into the Contract Documents by reference are:

- 32 1. *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently
33 adopted edition, with Washington State modifications, if any
- 34 2. *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA,
35 current edition
- 36 3. *Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way*, United
37 States Access Board, 2011
- 38

39 Contractor shall obtain copies of these publications, at Contractor's own expense.

40
41 **(*****)**

42
43 A pre-bid conference will not be held.

44
45 **DESCRIPTION OF WORK**

46 **(*****)**

47
48 This Contract shall generally consist of joint seal removal and replacement and removal
49 and replacement of sidewalk panels.

50
51
52 **END OF SECTION**

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.

47
48 All references to "State Materials Laboratory" shall be revised to read "Contracting
49 Agency designated location".

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

5 **Additive**

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

10 **Alternate**

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

15 **Business Day**

16 A business day is any day from Monday through Friday except holidays as listed in
17 Section 1-08.5.
18

19 **Contract Bond**

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

24 **Contract Documents**

25 See definition for “Contract”.
26

27 **Contract Time**

28 The period of time established by the terms and conditions of the Contract within which
29 the Work must be physically completed.
30

31 **Notice of Award**

32 The written notice from the Contracting Agency to the successful Bidder signifying the
33 Contracting Agency’s acceptance of the Bid Proposal.
34

35 **Notice to Proceed**

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

40 **Traffic**

41 Both vehicular and non-vehicular traffic, such as pedestrians, bicyclists, wheelchairs,
42 and equestrian traffic.
43

44 *This section is supplemented with the following:*

45 **(April 15, 2020 Tacoma GSP)**
46

47 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.
48

49 All references in the Standard Specifications to the term “Proposal Bond” shall be
50 revised to read “Bid Bond.”
51
52
53

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
34
35

END OF SECTION

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

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

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

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

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

12
13 **1-02.2 Plans and Specifications**
14 **(June 27, 2011 APWA GSP)**

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

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

19
20 After award of the contract, plans and specifications will be issued to the Contractor at
21 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. |

22
23
24 Additional plans and Contract Provisions may be obtained by the Contractor from the
25 source stated in the Call for Bids, at the Contractor's own expense.

26
27 **1-02.4(1) General**
28 **(August 15, 2016 APWA GSP Option B)**

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

31
32 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
33 shall request the explanation or interpretation in writing by close of business 6 business
34 days preceding the bid opening to allow a written reply to reach all prospective Bidders
35 before the submission of their Bids.

36
37 **1-02.5 Proposal Forms**
38 **(July 31, 2017 APWA GSP)**

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

40
41 The Proposal Form will identify the project and its location and describe the work. It will
42 also list estimated quantities, units of measurement, the items of work, and the materials
43 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
44 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
45 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
46 of addenda; the bidder's name, address, telephone number, and signature; the bidder's

1 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
2 Registration Number; and a Business License Number, if applicable. Bids shall be
3 completed by typing or shall be printed in ink by hand, preferably in black ink. The
4 required certifications are included as part of the Proposal Form.
5

6 The Contracting Agency reserves the right to arrange the proposal forms with alternates
7 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
8 bid on all alternates and additives set forth in the Proposal Form unless otherwise
9 specified.
10

11 **1-02.6 Preparation of Proposal**
12 **(July 11, 2018 APWA GSP)**
13

14 *Supplement the second paragraph with the following:*

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

17 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
18 initialed by the signer of the bid.
19

20 *Delete the last two paragraphs, and replace them with the following:*
21

22 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
23 Subcontractor to perform those items of work.
24

25 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
26 Compliance form, provided by the Contracting Agency. Failure to return this certification
27 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
28 Award. A Contractor Certification of Wage Law Compliance form is included in the
29 Proposal Forms.
30

31 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
32

33 A bid by a corporation shall be executed in the corporate name, by the president or a
34 vice president (or other corporate officer accompanied by evidence of authority to sign).
35

36 A bid by a partnership shall be executed in the partnership name, and signed by a
37 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any
38 UDBE requirements are to be satisfied through such an agreement.
39

40 A bid by a joint venture shall be executed in the joint venture name and signed by a
41 member of the joint venture. A copy of the joint venture agreement shall be submitted
42 with the Bid Form if any UDBE requirements are to be satisfied through such an
43 agreement.
44

45 **(August 7, 2006)**
46 **Cumulative Additives Bidding**

47 This Bid Proposal requires the bidder to bid Cumulative Additives as part of the bid. As
48 such the bidder is required to submit a Base Bid and Additives and a bid for each of the
49 cumulative Additives.
50
51
52
53

1 **Bid Proposal**

2 The bid proposal is composed of the following parts:

3
4 1. Base Bid

5 The base bid shall include constructing all items included in the proposal *except* those
6 items contained in the Additive 1.

7
8 2. Additive(s) 1.

9
10 a. Additive 1: Concrete Sidewalk

11
12
13 **Bidding procedures:**

14 To be considered responsive the bidder shall submit a price on each and every item of
15 work included in the Base Bid and all Additive(s)

16
17 **Award Procedures:**

18 The successful bidder will be the bidder submitting the lowest responsible bid for the
19 preference, listed in the preferential order below, which is within the amount of available
20 Funds for the project to be announced at the time of the bid opening. Available Funds
21 will be announced immediately prior to the opening of bids.

- 22
23 1. Preference 1: Lowest total for (Base Bid + Additive 1)
24 2. Preference 2: Lowest total for (Base Bid)

25
26 *Add the following new section:*

27
28 **1-02.6(1) Recycled Materials Proposal**
29 **(January 4, 2016 APWA GSP)**

30
31 The Bidder shall submit with the Bid, its proposal for incorporating recycled materials
32 into the project, using the form provided in the Contract Provisions.

33
34 **1-02.9 Delivery of Proposal**

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

36
37 Each Proposal shall be submitted in a sealed envelope, with the Project Name and
38 Project Number as stated in the Call for Bids clearly marked on the outside of the
39 envelope, or as otherwise required in the Bid Documents, to ensure proper handling and
40 delivery.

41
42 Electronic Proposals shall be submitted to the City via email to bids@cityoftacoma.org,
43 with the Project Name as stated in the Call for Bids noted on the subject line of the
44 email, or as otherwise required in the Bid Documents, to ensure proper handling and
45 delivery. All electronic documents shall be in PDF format.

46
47 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

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

49
50 After submitting an electronic Bid Proposal to the Contracting Agency, the Bidder may
51 withdraw, revise, or supplement it if:

- 52
53 1. The Bidder submits a written request signed by an authorized person and emails
54 it to bids@cityoftacoma.org, and

- 1 2. The Contracting Agency receives the request before the time set for receipt of
- 2 Bid Proposals, and
- 3 3. The revised or supplemented Bid Proposal (if any) is received by the Contracting
- 4 Agency before the time set for receipt of Bid Proposals.
- 5

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

10
11 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
12 recorded by the Contracting Agency and returned unopened. Mailed, emailed, or faxed
13 requests to withdraw, revise, or supplement a Bid Proposal are not acceptable.

14 **1-02.12 Public Opening of Proposals**

15 **(*****)**

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

17 **1-02.13 Irregular Proposals**

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

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

- 20 1. A proposal will be considered irregular and will be rejected if:
 - 21 a. The Bidder is not prequalified when so required;
 - 22 b. The authorized proposal form furnished by the Contracting Agency is not
 - 23 used or is altered;
 - 24 c. The completed proposal form contains any unauthorized additions,
 - 25 deletions, alternate Bids, or conditions;
 - 26 d. The Bidder adds provisions reserving the right to reject or accept the award,
 - 27 or enter into the Contract;
 - 28 e. A price per unit cannot be determined from the Bid Proposal;
 - 29 f. The Proposal form is not properly executed;
 - 30 g. The Bidder fails to submit or properly complete a Subcontractor list, if
 - 31 applicable, as required in Section 1-02.6;
 - 32 h. The bidder fails to submit or properly complete the "City of Tacoma – EIC
 - 33 Utilization Form" as required in Section 1-02.6;
 - 34 i. The Bid Proposal does not constitute a definite and unqualified offer to meet
 - 35 the material terms of the Bid invitation; or
 - 36 j. More than one proposal is submitted for the same project from a Bidder
 - 37 under the same or different names.
- 38 2. A Proposal may be considered irregular and may be reject if:
 - 39 a. The Proposal does not include a unit price for every Bid item;
 - 40 b. Any of the unit prices are excessively unbalanced (either above or below the
 - 41 amount of a reasonable Bid) to the potential detriment of the Contracting
 - 42 Agency;
 - 43 c. Receipt of Addenda is not acknowledged;
 - 44 d. A member of a joint venture or partnership and the joint venture or
 - 45 partnership submit Proposals for the same project (in such an instance, both
 - 46 Bids may be rejected); or
 - 47 e. If Proposal form entries are not made in ink.

1 **1-02.14 Disqualification of Bidders**

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

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

4
5 A Bidder will be deemed not responsible if:

- 6 1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW
7 39.04.350(1), as amended; or
- 8 2. evidence of collusion exists with any other Bidder or potential Bidder.
9 Participants in collusion will be restricted from submitting further bids; or
- 10 3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the
11 work or to the full extent of the bid, or to the extent that the bid exceeds the
12 authorized prequalification amount as may have been determined by a
13 prequalification of the Bidder; or
- 14 4. an unsatisfactory performance record exists based on past or current
15 Contracting Agency work or for work done for others, as judged from the
16 standpoint of conduct of the work; workmanship; or progress; affirmative
17 action; equal employment opportunity practices; termination for cause; or
18 Disadvantaged Business Enterprise, Minority Business Enterprise, or
19 Women's Business Enterprise utilization; or
- 20 5. there is uncompleted work (Contracting Agency or otherwise) which in the
21 opinion of the Contracting Agency might hinder or prevent the prompt
22 completion of the work bid upon; or
- 23 6. the Bidder failed to settle bills for labor or materials on past or current
24 contracts, unless there are extenuating circumstances acceptable to the
25 Contracting Agency; or
- 26 7. the Bidder has failed to complete a written public contract or has been
27 convicted of a crime arising from a previous public contract, unless there are
28 extenuating circumstances acceptable to the Contracting Agency; or
- 29 8. the Bidder is unable, financially or otherwise, to perform the work, in the
30 opinion of the Contracting Agency; or
- 31 9. there are any other reasons deemed proper by the Contracting Agency; or
- 32 10. the Bidder fails to meet the Project-specific supplemental bidder responsibility
33 criteria listed in the Special Reminder to Bidders; or
- 34 11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

42
43 The basis for evaluation of Bidder compliance with these supplemental criteria shall be
44 any documents or facts obtained by Contracting Agency (whether from the Bidder or
45 third parties) which any reasonable owner would rely on for determining such
46 compliance, including but not limited to: (i) financial, historical, or operational data from
47 the Bidder; (ii) information obtained directly by the Contracting Agency from owners for
48 whom the Bidder has worked, or other public agencies or private enterprises; and (iii)
49 any additional information obtained by the Contracting Agency which is believed to be
50 relevant to the matter.

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

10
11 **1-02.15 Pre Award Information**
12 **(August 14, 2013 APWA GSP)**

13
14 *Revise this section to read:*

15
16 Before awarding any contract, the Contracting Agency may require one or more of these
17 items or actions of the apparent lowest responsible bidder:

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

29
30
31 **END OF SECTION**
32

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

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

5 *Revise the first paragraph to read:*

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

18
19 **1-03.1(1) Identical Bid Totals**
20 **(January 4, 2016 APWA GSP)**

21 *Revise this section to read:*

22
23 After opening Bids, if two or more lowest responsive Bid totals are exactly equal, then
24 the tie-breaker will be the Bidder with an equal lowest bid, that proposed to use the
25 highest percentage of recycled materials in the Project, per the form submitted with the
26 Bid Proposal. If those percentages are also exactly equal, then the tie-breaker will be
27 determined by drawing as follows: Two or more slips of paper will be marked as follows:
28 one marked "Winner" and the other(s) marked "unsuccessful". The slips will be folded to
29 make the marking unseen. The slips will be placed inside a box. One authorized
30 representative of each Bidder shall draw a slip from the box. Bidders shall draw in
31 alphabetic order by the name of the firm as registered with the Washington State
32 Department of Licensing. The slips shall be unfolded and the firm with the slip marked
33 "Winner" will be determined to be the successful Bidder and eligible for Award of the
34 Contract. Only those Bidders who submitted a Bid total that is exactly equal to the lowest
35 responsive Bid, and with a proposed recycled materials percentage that is exactly equal
36 to the highest proposed recycled materials amount, are eligible to draw.

37
38 **1-03.2 Award of Contract**
39 **(March 27, 2003 Tacoma GSP)**

40
41 All references to 45 calendar days shall be revised to read 60 calendar days.

42
43 **1-03.3 Execution of Contract**
44 **(October 1, 2005 APWA GSP)**

45 *Revise this section to read:*

46
47 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
48 available for signature by the successful bidder on the first business day following
49 award. The number of copies to be executed by the Contractor will be determined by the
50 Contracting Agency.

51
52 Within 10 calendar days after the award date, the successful bidder shall return the
53 signed Contracting Agency-prepared contract, an insurance certification as required by

1 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
2 execution of the contract by the Contracting Agency, the successful bidder shall provide
3 any pre-award information the Contracting Agency may require under Section 1-02.15.
4

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

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

16
17 **1-03.4 Contract Bond**
18 **(July 23, 2015 APWA GSP)**

19 *Delete the first paragraph and replace it with the following:*
20

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

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

1 **1-03.5 Failure to Execute Contract**
2 **(October 18, 2013 Tacoma GSP)**

3 *The first sentence is revised to read:*

4

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

10

11

12

END OF SECTION

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

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

6 *Revise the second paragraph to read:*

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

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

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

1 **1-05 CONTROL OF WORK**

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

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

6
7 **1-05.3 Submittals**

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

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

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

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

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

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

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

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

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

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

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

47
48 Each submittal shall have a unique number assigned to it, and the transmittals shall be
49 sequentially numbered. The numbering of resubmittals shall meet the requirements of
50 Section 1-05.3(4). On each page, indicate the page number, and total number of pages
51 in each submittal.

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

55

1 Each submittal should be transmitted with the "Submittal Transmittal Form" found at the
2 end of this section. Upon request, an electronic copy of the Submittal Transmittal Form
3 will be made available to the Contractor.
4

5 In lieu of utilizing the Submittal Transmittal Form, the Contractor may display the
6 following information on each submittal, in a clear space on the front of the submittal:
7

- 8 1. Project Name Museum of Glass Joint and Sidewalk repair
- 9 2. Project Specification Number: PW20-0103S
- 10 3. Project No. THE-00046
- 11 4. Submittal Date
- 12 5. Description of Submittal
- 13 6. Sequential, unique submittal number.
- 14 7. Related Specification Section and/or plan sheet
- 15 8. The following statement: "This document has been detail-checked for
16 accuracy of content and for compliance with the Contract documents. The
17 information contained herein has been fully coordinated with all involved
18 Subcontractors."
- 19 9. Printed or typed name and signature of Contractor.
20

21 When submitting product data, the Contractor shall modify drawings to delete any
22 information not applicable to the project and add information that is applicable to the
23 project. The Contractor shall mark copies of printed material to clearly identify the
24 pertinent materials, products or models.
25

26 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional
27 characteristics of product or material and full range of colors available. Field samples
28 and mock-ups, where required, shall be erected at the project site where directed by the
29 Engineer.
30

31 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in
32 submittals from requirements of the Contract documents.
33

34 The City shall not be responsible for delays in reviewing submittals not submitted in
35 accordance with these specifications.
36

37 **1-05.3(3) Engineer's Review of Submittals** 38

39 The Engineer's review of drawings and data submitted by the Contractor will cover only
40 general conformity with the Contract drawings and specifications. The Engineer's review
41 of submittals shall not relieve the Contractor from responsibility for errors, omissions,
42 deviations, or responsibility for compliance with the Contract documents.
43

44 Review of a separate item does not constitute review of an assembly in which the item
45 functions.
46

47 When the submittal or resubmittal is marked "REVIEWED", or "REVIEWED WITH
48 COMMENTS", no additional copies need to be furnished. The Contractor shall comply
49 with any comments on the return submittal.
50

51 **1-05.3(4) Resubmittals** 52

53 When a submittal is marked "AMEND AND RESUBMIT" or "REJECTED, SEE
54 REMARKS," the Contractor shall make the corrections as noted and instructed by the
55 Engineer and resubmit four (4) copies. The Contractor shall not install material or

1 equipment that has received a review status of “AMEND AND RESUBMIT” or
2 REJECTED, SEE REMARKS”.

3
4 When corrected copies are resubmitted, the Contractor shall in writing direct specific
5 attention to all revisions and shall list separately any revision made other than those
6 called for by the Engineer on previous submittals. Resubmittals shall bear the number of
7 the original submittal followed by a letter (A, B, etc.) to indicate the sequence of the
8 resubmittal.

9
10 The Contractor shall revise returned submittals as required and resubmit until final
11 review is obtained.

12
13 The Contractor shall verify that all exceptions previously noted by the Engineer have
14 been accounted for.

15
16 **1-05.3(5) Submittal Requirements by Section**

17
18 The following is a summary of submittal requirements. This summary is not inclusive of
19 all submittal requirements. The Contractor shall review each individual section in the
20 applicable provisions or specifications, as noted below, for specific requirements.

21

| Section | Description |
|------------|---|
| 1-06.1 | Proposed Material Sources |
| 1-06.1(2) | Request for Approval of Material |
| 1-06.3 | Manufacturer’s Certificate of Compliance |
| 1-07.15 | Temporary Water Pollution/Erosion Control Plan |
| 1-07.15(1) | Spill Prevention, Control and Countermeasures (SPCC) Plan |
| 1-07.16(1) | Property Owner Notification |
| 1-08.3(2) | Progress Schedule |
| 1-09.6 | Equipment Rental Rates and Equipment Watch Sheets |
| 1-09.9 | Schedule Of Values |
| 1-10.2 | Traffic Control Plan |
| 2-07.3(1) | Hydrant Permit |
| 4-04 | Crushed Surfacing |
| 5-04 | Asphalt Mix Design Certification |
| 5-05 | Concrete Mix Design |
| 7-05 | Castings |
| 7-17 | Pipe materials |
| 8-01.3(1)A | Stormwater Pollution Prevention Plan (SWPPP) |

22
23 **1-05.7 Removal of Defective and Unauthorized Work**
24 **(October 1, 2005 APWA GSP)**

25 *Supplement this section with the following:*

26
27 If the Contractor fails to remedy defective or unauthorized work within the time specified
28 in a written notice from the Engineer, or fails to perform any part of the work required by
29 the Contract Documents, the Engineer may correct and remedy such work as may be
30 identified in the written notice, with Contracting Agency forces or by such other means
31 as the Contracting Agency may deem necessary.

32
33 If the Contractor fails to comply with a written order to remedy what the Engineer
34 determines to be an emergency situation, the Engineer may have the defective and

1 unauthorized work corrected immediately, have the rejected work removed and
2 replaced, or have work the Contractor refuses to perform completed by using
3 Contracting Agency or other forces. An emergency situation is any situation when, in the
4 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
5 serious risk of loss or damage to the public.
6

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

15 No adjustment in Contract time or compensation will be allowed because of the delay in
16 the performance of the work attributable to the exercise of the Contracting Agency's
17 rights provided by this Section.
18

19 The rights exercised under the provisions of this section shall not diminish the
20 Contracting Agency's right to pursue any other avenue for additional remedy or
21 damages with respect to the Contractor's failure to perform the work as required.
22

23 **1-05.11 Final Inspection**

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

26 **1-05.11 Final Inspections and Operational Testing** 27 **(October 1, 2005 APWA GSP)** 28

29 **1-05.11(1) Substantial Completion Date** 30

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

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

46 Upon receipt of written notice concurring in or denying substantial completion, whichever
47 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
48 interruption, the work necessary to reach Substantial and Physical Completion. The
49 Contractor shall provide the Engineer with a revised schedule indicating when the
50 Contractor expects to reach substantial and physical completion of the work.
51

52 The above process shall be repeated until the Engineer establishes the Substantial
53 Completion Date and the Contractor considers the work physically complete and ready
54 for final inspection.
55

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

2
3 When the Contractor considers the work physically complete and ready for final
4 inspection, the Contractor by written notice, shall request the Engineer to schedule a
5 final inspection. The Engineer will set a date for final inspection. The Engineer and the
6 Contractor will then make a final inspection and the Engineer will notify the Contractor in
7 writing of all particulars in which the final inspection reveals the work incomplete or
8 unacceptable. The Contractor shall immediately take such corrective measures as are
9 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
10 diligently, and without interruption until physical completion of the listed deficiencies.
11 This process will continue until the Engineer is satisfied the listed deficiencies have been
12 corrected.

13
14 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
15 written notice listing the deficiencies, the Engineer may, upon written notice to the
16 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
17 Section 1-05.7.

18
19 The Contractor will not be allowed an extension of Contract time because of a delay in
20 the performance of the work attributable to the exercise of the Engineer's right
21 hereunder.

22
23 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
24 Contracting Agency, in writing, of the date upon which the work was considered
25 physically complete. That date shall constitute the Physical Completion Date of the
26 Contract, but shall not imply acceptance of the work or that all the obligations of the
27 Contractor under the contract have been fulfilled.

28
29 **1-05.11(3) Operational Testing**

30
31 It is the intent of the Contracting Agency to have at the Physical Completion Date a
32 complete and operable system. Therefore when the work involves the installation of
33 machinery or other mechanical equipment; street lighting, electrical distribution or signal
34 systems; irrigation systems; buildings; or other similar work it may be desirable for the
35 Engineer to have the Contractor operate and test the work for a period of time after final
36 inspection but prior to the physical completion date. Whenever items of work are listed in
37 the Contract Provisions for operational testing they shall be fully tested under operating
38 conditions for the time period specified to ensure their acceptability prior to the Physical
39 Completion Date. During and following the test period, the Contractor shall correct any
40 items of workmanship, materials, or equipment which prove faulty, or that are not in first
41 class operating condition. Equipment, electrical controls, meters, or other devices and
42 equipment to be tested during this period shall be tested under the observation of the
43 Engineer, so that the Engineer may determine their suitability for the purpose for which
44 they were installed. The Physical Completion Date cannot be established until testing
45 and corrections have been completed to the satisfaction of the Engineer.

46
47 The costs for power, gas, labor, material, supplies, and everything else needed to
48 successfully complete operational testing, shall be included in the unit Contract prices
49 related to the system being tested, unless specifically set forth otherwise in the proposal.

50
51 Operational and test periods, when required by the Engineer, shall not affect a
52 manufacturer's guaranties or warranties furnished under the terms of the Contract.

53
54 *Add the following new section:*

1 **1-05.12(1) One-Year Guarantee Period**
2 **(March 8, 2013 APWA GSP)**
3

4 The Contractor shall return to the project and repair or replace all defects in
5 workmanship and material discovered within one year after Final Acceptance of the
6 Work. The Contractor shall start work to remedy any such defects within 7 calendar
7 days of receiving Contracting Agency's written notice of a defect, and shall complete
8 such work within the time stated in the Contracting Agency's notice. In case of an
9 emergency, where damage may result from delay or where loss of services may result,
10 such corrections may be made by the Contracting Agency's own forces or another
11 Contractor, in which case the cost of corrections shall be paid by the Contractor. In the
12 event the Contractor does not accomplish corrections within the time specified, the work
13 will be otherwise accomplished and the cost of same shall be paid by the Contractor.
14

15 When corrections of defects are made, the Contractor shall then be responsible for
16 correcting all defects in workmanship and materials in the corrected work for one year
17 after acceptance of the corrections by Contracting Agency.
18

19 This guarantee is supplemental to and does not limit or affect the requirements that the
20 Contractor's work comply with the requirements of the Contract or any other legal rights
21 or remedies of the Contracting Agency.
22

23 **1-05.13 Superintendents, Labor and Equipment of Contractor**
24 **(August 14, 2013 APWA GSP)**
25

26 *Delete the sixth and seventh paragraphs of this section.*
27

28 **1-05.15 Method of Serving Notices**
29 **(March 25, 2009 APWA GSP)**

30 *Revise the second paragraph to read:*
31

32 All correspondence from the Contractor shall be directed to the Engineer. All
33 correspondence from the Contractor constituting any notification, notice of protest, notice
34 of dispute, or other correspondence constituting notification required to be furnished
35 under the Contract, must be in paper format, hand delivered or sent via mail delivery
36 service to the Engineer's office. Electronic copies such as e-mails or electronically
37 delivered copies of correspondence will not constitute such notice and will not comply
38 with the requirements of the Contract.
39

40 *Add the following new section:*
41

42 **1-05.16 Water and Power**
43 **(October 1, 2005 APWA GSP)**
44

45 The Contractor shall make necessary arrangements, and shall bear the costs for power
46 and water necessary for the performance of the work, unless the Contract includes
47 power and water as a pay item.
48
49

SUBMITTAL TRANSMITTAL FORM

Museum of Glass Joint and Sidewalk Repair
Specification No: PW20-0103S
Project No. THE-00046

ATTN: Construction Division Date: _____

Submittal Number _____

Specification Number _____ Bid Item No. _____

Submittal Description _____

We are sending you:

| Copies | Date | Page | Description |
|--------|------|------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

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

Remarks: _____

Certify Either A or B:

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

Certified By: _____
Signature

END OF SECTION

1 **1-06 CONTROL OF MATERIAL**

2
3 **1-06.1 Approval of Materials Prior To Use**
4 **(September 15, 2010 Tacoma GSP)**

5 *The first sentence is revised to read:*

6
7 All materials and equipment shall be submitted for review in accordance with section 1-
8 05.3 of these special provisions.

9
10 For aggregates, the Contractor shall notify the Engineer of all proposed aggregates.
11 The Contractor shall use the Aggregate Source Approval (ASA) Database.

12
13 All equipment, materials, and articles incorporated into the permanent Work:

- 14
15 A. Shall be new, unless the Special Provisions or Standard Specifications permit
16 otherwise;
17 B. Shall meet the requirements of the Contract and be approved by the Engineer;
18 C. May be inspected or tested at any time during their preparation and use; and
19 D. Shall not be used in the Work if they become unfit after being previously
20 approved.

21
22 **1-06.1(1) Qualified Products List (QPL)**

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

24
25 QPL's are not accepted by the City.

26
27 **1-06.1(2) Request for Approval of Material (RAM)**

28 *This section is deleted in its entirety:*

29
30 **1-06.6 Recycled Materials**
31 **(January 4, 2016 APWA GSP)**

32
33 *Delete this section, including its subsections, and replace it with the following:*

34
35 The Contractor shall make their best effort to utilize recycled materials in the
36 construction of the project. Approval of such material use shall be as detailed elsewhere
37 in the Standard Specifications.

38
39 Prior to Physical Completion the Contractor shall report the quantity of recycled
40 materials that were utilized in the construction of the project for each of the items listed
41 in Section 9-03.21. The report shall include hot mix asphalt, recycled concrete
42 aggregate, recycled glass, steel furnace slag and other recycled materials (e.g.
43 utilization of on-site material and aggregates from concrete returned to the supplier).
44 The Contractor's report shall be provided on DOT form 350-075 Recycled Materials
45 Reporting.

46
47
48 **END OF SECTION**

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

2
3 **1-07.1 Laws to be Observed**

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

5 *Supplement this section with the following:*

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

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

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

21
22 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
23 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
24 from their failure, or improper maintenance, use, or operation. The Contractor shall be
25 solely and completely responsible for the conditions of the project site, including safety
26 for all persons and property in the performance of the work. This requirement shall
27 apply continuously, and not be limited to normal working hours. The required or implied
28 duty of the Engineer to conduct construction review of the Contractor's performance
29 does not, and shall not, be intended to include review and adequacy of the Contractor's
30 safety measures in, on, or near the project site.

31
32 **1-07.2 State Taxes**

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

34 *Supplement this section with the following:*

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

39
40 **1-07.9 Wages**

41
42 **1-07.9(5) Required Documents**

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

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

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

48
49 *This section is supplemented with the following:*

50
51 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
52 dollar amount paid to each employee for each employee classification.

53

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

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

7 *This section is supplemented with the following:*

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

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

33
34 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
35 **(February 9, 2011 Tacoma GSP)**

36 *This section is revised to read:*

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

43
44 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
45 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
46 Manual (M 31-11). Occupational safety and health requirements that may pertain to
47 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
48 296-843.

49
50 **Implementation Requirements**

51 The SPCC Plan shall be updated by the Contractor throughout project construction so
52 that the written plan reflects actual site conditions and practices. The Contractor shall
53 update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan

1 on the project site. All project employees shall be trained in spill prevention and
2 containment, and they shall know where the SPCC Plan and spill response kits are
3 located and have immediate access to them.

4
5 If hazardous materials are encountered or spilled during construction, the Contractor
6 shall do everything possible to control and contain the material until appropriate
7 measures can be taken. The Contractor shall supply and maintain spill response kits of
8 appropriate size within close proximity to hazardous materials and equipment.
9 The Contractor shall implement the spill prevention measures identified in the SPCC
10 Plan before performing any of the following:

- 11
- 12 1. Placing materials or equipment in staging or storage areas.
- 13
- 14 2. Refueling, washing, or maintaining equipment.
- 15
- 16 3. Stockpiling contaminated materials.
- 17

18 **SPCC Plan Element Requirements**

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

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

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

1
2 15. Project Site Map

3 Provide a map showing the following items:
4

- 5 1. Site location and boundaries.
- 6 2. Site access roads.
- 7 3. Drainage pathways from the site.
- 8 4. Nearby waterways and sensitive areas.
- 9 5. Hazardous materials, equipment, and decontamination areas identified in 4,
10 above.
- 11 6. Pre-existing contamination or contaminant sources described in 5, above.
- 12 7. Spill prevention and response equipment described in 7 and 8, above.

13
14 16. Spill Report Forms

15 Provide a copy of the spill report form(s) that the Contractor will use in the event
16 of a release or spill.
17

18 **Payment**

19 Payment will be made in accordance with Section 1-04.1 for the following Bid item when
20 it is included in the Proposal:
21

22 "SPCC Plan," lump sum.
23

24 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor
25 shall receive 50-percent of the lump sum Contract price for the plan.
26

27 The remaining 50-percent of the lump sum price will be paid after the materials and
28 equipment called for in the plan are mobilized to the project.
29

30 The lump sum payment for "SPCC Plan" shall be full pay for:
31

- 32 1. All costs associated with creating the accepted SPCC Plan.
- 33
- 34 2. All costs associated with providing and maintaining the on-site spill prevention
35 equipment described in the accepted SPCC Plan.
- 36
- 37 3. All costs associated with providing and maintaining the on-site standby spill
38 response equipment and materials described in the accepted SPCC Plan.
- 39
- 40 4. All costs associated with implementing the spill prevention measures identified in
41 the accepted SPCC Plan.
- 42
- 43 5. All costs associated with updating the SPCC Plan as required by this
44 Specification.
45

46 As to other costs associated with releases or spills, the Contractor may request payment
47 as provided for in the Contract. No payment shall be made if the release or spill was
48 caused by or resulted from the Contractor's operations, negligence, or omissions.
49

50 **1-07.16 Protection and Restoration of Property**
51
52

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

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

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

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

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

16 **1-07.17 Utilities and Similar Facilities**

17 **(*****)**

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

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

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

- 32 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 33 • City of Tacoma Water Division, Contact: Kimberly Beard, phone: (253) 396-3317
- 34 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 35 • CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- 36 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
- 37 OR Amber Uhls, Gas, phone: 253-476-6137 (office), 425-495-1062 (cell)
- 38 • CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- 39 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- 40 • AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425)
- 41 896-9830
- 42 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 43 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 44 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 45 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 46

47 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or
48 other electric or water utility structure owned by the City of Tacoma, the Contractor shall
49 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone
50 number 502-8044, and arrange for an inspection before proceeding. The Contractor
51 shall perform, at the Contractor's expense, such additional work as is required to protect

1 the pole or structure from subsidence. The Contractor may be directed to suspend work
2 at the site of any such excavation until such utility structures are adequately protected.

3
4 Garbage, recycling, and yard waste pick up within the project limits is on various days
5 and the Contractor should check the website
6 <http://www.govme.com/Common/govME/MyTacoma/CollectionCalendar.aspx> and
7 coordinate their work appropriately.

8
9 **1-07.18 Public Liability and Property Damage Insurance**

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

11
12 **1-07.18 Insurance**
13 **(December 17, 2019 Tacoma GSP)**

14
15 During the course and performance of the services herein specified, the contractor will
16 maintain the insurance coverage in the amounts and in the manner specified in the City
17 of Tacoma Insurance Requirements as is applicable to the services and deliverables
18 provided under this contract. The City of Tacoma Insurance Requirements document is
19 fully incorporated herein by reference.

20
21 Failure by the City to identify a deficiency in the insurance documentation provided by
22 the Contractor or failure of the City to demand verification of coverage or compliance by
23 the Contractor with these insurance requirements shall not be construed as a waiver of
24 the Contractor's obligation to maintain such insurance.

25
26 **1-07.23 Public Convenience and Safety**

27
28 **1-07.23(1) Construction Under Traffic**
29 **(May 2, 2017 APWA GSP)**

30
31 *Revise the third sentence of the second paragraph to read:*

32
33 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
34 approved by the Contracting Agency activating pedestrian recall timing or other
35 accommodation may be allowed during construction.

36
37 **1-07.23(1) Construction under Traffic**
38 **(March 1, 2004 Tacoma GSP)**

39 *This section is supplemented with the following:*

40
41 The following special traffic requirements shall be adhered to during all phases of
42 construction:

43
44 The walk way shall remain fully open to pedestrian traffic at all times.

45
46 **EXCEPTION:**

- 47
48 1. Non-arterial classified roadways are permitted to be closed to traffic so long
49 as local access to properties and businesses is accommodated in the
50 following scenarios:
- 51 • During construction working hours (i.e., weekdays 7 AM to 7 PM) when
52 arrangements in advance have been made through coordination between
53 the requestor, the contractor, and the City;

- 1 • During construction working hours when special/emergency access is
2 needed;
- 3 • During construction working hours when emergency services needs to
4 use the roadway;
- 5 • During construction working hours when passage through/along the work
6 area is the only means to access an intersecting road and/or adjacent
7 property; and
- 8 • During non-construction hours (i.e., all other hours other than the working
9 hours).
- 10 2. During non-construction hours, the project area shall be left in a state that
11 permits on-street parking (as was allowable prior to project start) so long as
12 the permitted parking does not hamper the flow of traffic, temporary traffic
13 control, and/or safety.
- 14 3. Spotters to assist pedestrians through or around the work zone must be
15 available when called for in the Traffic Control Plans and/or when deemed
16 necessary for safe traffic operations by the City.
- 17 4. Any demolition, or closure of pedestrian accessibility, at a given corner of an
18 intersection must be limited to that given corner, with the remaining three
19 corners at the intersection (at a minimum) being used to facilitate a
20 pedestrian detour, until full accessibility or an accessible connection with at
21 least one other corner can be re-established. Any temporary pedestrian
22 access path/route that may be employed shall provide equivalent to, or
23 better, accessibility than the unavailable path/route in accordance with the
24 Americans with Disabilities Act and the Proposed Accessibility Guidelines for
25 Pedestrian Facilities in the Public Right-of-Way (PROWAG).
- 26 5. Project work areas adjacent to or intersecting arterial streets (as identified
27 above) shall not hinder the safety or traffic operations of the arterial street
28 such that two-way vehicular traffic cannot be maintained at all times (which
29 can include parking restrictions to allow for the roadway space needed). If
30 the work occurring on an arterial street cannot practicably be completed while
31 maintaining two-way traffic, then a detour must be established using an
32 alternate arterial route to be submitted for review and approval by the City. In
33 either case, an intersection specific traffic control plan must be developed for
34 arterial streets intersecting one another and submitted for City review and
35 approval at least 10 working days in advance of the work commencing.

37 If the Engineer determines the permitted closure hours adversely affect traffic, the
38 Engineer may adjust the hours accordingly. The Engineer will notify the Contractor in
39 writing of any change in the closure hours.

41 Curb ramp closures are subject to the following restrictions:

42
43 One corner can be closed at a time, unless an alternate route within the area of the
44 intersection or nearby extents is provided.

45
46 Provide a spotter for pedestrians 15 minutes prior to and 5 minutes after the first bell,
47 and 5 minutes prior to and 15 minutes after the dismissal bell.

48
49 To minimize the disruption to access to adjacent properties, and to Pierce Transit
50 operations, the lane closure area shall be limited to that area of active work and
51 necessary for appropriate lane closure tapers. The Contractor shall stage work to
52 maintain legal access to and egress from all properties at all times.

53

1 A safe pedestrian access shall be provided at all times through the project area. All lane
2 closures shall be coordinated with the adjacent businesses, school/school district, other
3 contractors working within the project vicinity, local transit agencies and the City.
4

5 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
6 construction work, parking may be restricted either entirely or during the time when it
7 creates a hazard. Signs for restricting parking shall be approved by the City and placed
8 by the Contractor at least twenty-four (24) hours in advance for residential property, and
9 at least forty-eight (48) hours in advance for commercial property. The Contractor shall
10 be responsible for and shall maintain all such signs. The replacement of signs restricting
11 parking shall be as approved by the Engineer.
12

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

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

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

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

46 *The sixth paragraph of this section is supplemented with the following:*
47

48 Trenches backfilled with CDF shall be protected from traffic with steel plates. The plates
49 shall remain in place for 24-hours after placement of the CDF or until CDF is compacted
50 or hardened to prevent rutting by construction equipment or traffic.
51
52
53

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

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

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

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

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

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

36

37 **1-07.24 Rights of Way**

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

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

41 Street Right of Way lines, limits of easements, and limits of construction permits are not
42 indicated in the Plans. Areas where the Contractor's construction activities are
43 anticipated to be near Right of Way lines have been noted on the plans and Right of
44 Way lines will be delineated by the Contracting Agency during construction, as
45 determined by the Engineer. Requests for additional delineation of Right of Way lines
46 will need to be approved by the Engineer. The Contractor's construction activities shall
47 be confined within the limits of the Street Right of Way lines, limits of easements, and
48 limits of construction permits, unless arrangements for use of private property are made.
49

50 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
51 way and easements, both permanent and temporary, necessary for carrying out the
52 work. Exceptions to this are noted in the Bid Documents or will be brought to the
53 Contractor's attention by a duly issued Addendum.
54

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

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

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

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

35
36 **END OF SECTION**
37

1 **1-08 PROSECUTION AND PROGRESS**

2
3 *Add the following new section:*

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

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

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

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

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

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

26
27 *Add the following new section:*
28

29 **1-08.0(2) Hours of Work**
30 **(March 3, 2008 Tacoma GSP)**
31

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

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

46 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
47 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be
48 subject to noise control requirements. Approval to continue work during these hours
49 may be revoked at any time the Contractor exceeds the Contracting Agency's noise
50 control regulations or complaints are received from the public or adjoining property
51 owners regarding the noise from the Contractor's operations. The Contractor shall have
52 no claim for damages or delays should such permission be revoked for these reasons.
53 Permission to work Saturdays, Sundays, holidays or other than the agreed upon normal
54 straight time working hours Monday through Friday may be given subject to certain other

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

13
14 *Add the following new section:*

15 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
16 **(September 29, 2009 Tacoma GSP)**

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

25
26 The Contractor by these specifications does hereby authorize the Engineer to deduct
27 such costs from the amount due or to become due to the Contractor.

28
29 **1-08.1 Subcontracting - D/M/WBE Reporting**
30 **(September 29, 2009 Tacoma GSP)**

31 *The eighth paragraph is revised to read:*

32
33 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
34 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms
35 that were used as subcontractors, lower tier subcontractors, manufacturers, regular
36 dealers, or service providers on the contract. This certification shall be submitted to the
37 Engineer, on the form provided by the Engineer, 20 calendar days after physical
38 completion of the contract.

39
40 **1-08.1 Subcontracting**
41 **(May 17, 2018 APWA GSP, Option B)**

42 *Delete the eighth paragraph.*

43
44 *Revise the ninth paragraph to read:*

45
46 The Contractor shall comply with the requirements of RCW 39.04.250, 39.76.011,
47 39.76.020, and 39.76.040, in particular regarding prompt payment to Subcontractors.
48 Whenever the Contractor withholds payment to a Subcontractor for any reason including
49 disputed amounts, the Contractor shall provide notice within 10 calendar days to the
50 Subcontractor with a copy to the Contracting Agency identifying the reason for the
51 withholding and a clear description of what the Subcontractor must do to have the
52 withholding released. Retainage withheld by the Contractor prior to completion of the
53 Subcontractors work is exempt from reporting as a payment withheld and is not included

1 in the withheld amount. The Contracting Agency's copy of the notice to Subcontractor for
2 deferred payments shall be submitted to the Engineer concurrently with notification to
3 the Subcontractor.

4
5 **1-08.3(2)A Type A Progress Schedule**
6 **(March 13, 2012 APWA GSP)**

7 *Revise this section to read:*

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

15
16 **1-08.4 Prosecution of Work**

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

18
19 **1-08.4 Notice to Proceed and Prosecution of Work**
20 **(July 23, 2015 APWA GSP)**

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

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

39
40 **1-08.5 Time for Completion**
41 **(March 16, 2016 Tacoma GSP)**

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

43
44 Contract time shall begin on the first working day following the Notice to Proceed Date.

45
46 Each working day shall be charged to the contract as it occurs, until the contract work is
47 physically complete. If substantial completion has been granted and all the authorized
48 working days have been used, charging of working days will cease. Each week the
49 Engineer will provide the Contractor a statement that shows the number of working days:
50 (1) charged to the contract the week before; (2) specified for the physical completion of
51 the contract; and (3) remaining for the physical completion of the contract. The
52 statement will also show the nonworking days and any partial or whole day the Engineer
53 declares as unworkable. Within 10 calendar days after the date of each statement, the

1 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
2 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
3 ascertain the basis and amount of time disputed. By not filing such detailed protest in
4 that period, the Contractor shall be deemed as having accepted the statement as
5 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
6 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
7 be charged as a working day then the fifth day of that week will be charged as a working
8 day whether or not the Contractor works on that day.

9
10 *Revise the sixth paragraph to read:*

11
12 The Engineer will give the Contractor written notice of the completion date of the
13 contract after all the Contractor's obligations under the contract have been performed by
14 the Contractor. The following events must occur before the Completion Date can be
15 established:

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

29
30 *This section is supplemented with the following:*

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

32
33 This project shall be physically completed within **25 Working Days**.

34
35 **1-08.9 Liquidated Damages**

36 **(August 14, 2013 APWA GSP)**

37 *Revise the fourth paragraph to read:*

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

50
51
52 **END OF SECTION**

1 **1-09 MEASUREMENT AND PAYMENT**

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

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

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

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

16 *Supplement this Section with the following:*

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

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

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

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

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

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

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

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

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

4
5 The initial progress estimate will be made not later than 30 days after the Contractor
6 commences the work, and successive progress estimates will be made every month
7 thereafter until the Completion Date. Progress estimates made during progress of the
8 work are tentative, and made only for the purpose of determining progress payments.
9 The progress estimates are subject to change at any time prior to the calculation of the
10 final payment.

11
12 The value of the progress estimate will be the sum of the following:

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

22
23 Progress payments will be made in accordance with the progress estimate less:

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

28
29 Progress payments for work performed shall not be evidence of acceptable performance
30 or an admission by the Contracting Agency that any work has been satisfactorily
31 completed. The determination of payments under the contract will be final in accordance
32 with Section 1-05.1.

33
34 *This section is supplemented with the following:*
35 **(January 6, 2015 Tacoma GSP)**

36
37 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
38 include all costs for labor, equipment, materials, and taxes (as applicable) associated
39 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
40 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
41 Standard Specifications.

42
43 Stockpiled Material - The point of acceptance of stockpiled material for payment and
44 quality shall be at the time of incorporation into the contract.

45
46 **1-09.9(1) Retainage**
47 **(May 10, 2006 Tacoma GSP)**

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

- 49
- 50 • A "General Release to the City of Tacoma" is on file with the Contracting Agency.
- 51 • A release has been obtained from the City of Tacoma's City Clerk's Office.

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

3 *Revise the third paragraph to read:*
4

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

10
11 **END OF SECTION**
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1 **1-10 TEMPORARY TRAFFIC CONTROL**

2
3 **1-10.1 General**

4 **(April 7, 2014, WSDOT GSP)**

5 *Section 1-10.1 is supplemented with the following:*

6
7 **Temporary Pedestrian Access**

8 **(*****)**

9 All pedestrian access paths shall be maintained per Proposed Accessibility Guidelines
10 for Pedestrian Facilities in the Public Right-of-Way (PROWAG) and Specification
11 Sections 1-07.23, and 1-10. The Contractor shall submit the proposed material type for
12 "Temporary Pedestrian Access" to the Engineer for approval prior to construction. The
13 Contractor shall maintain each pedestrian access and make repairs as directed for the
14 duration of the construction, until the sidewalk and entry ways are finished at each
15 respective location.

16
17 **1-10.1(2) Description**

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

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

20
21 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times
22 except when Work requires closure(s) that have been requested and approved in
23 accordance with section 1-10.2(2).

24
25 *The third sentence of the fourth paragraph is revised to read:*

26
27 Approved lane and ramp closures shall be for the minimum time required to complete
28 the Work.

29
30 *This section is supplemented with the following:*

31
32 Only uniformed off-duty police officers shall be used to control traffic when it is
33 necessary to override or provide traffic control at signalized intersections. Off-duty City
34 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma
35 PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by
36 contacting the Tacoma PD first as stated below.

37
38 The City will make all necessary temporary adjustments to existing traffic signals and
39 traffic signal activators.

40
41 Existing signs shall not be removed until the Contractor has provided for temporary
42 measures sufficient to safeguard and direct traffic after existing signs have been
43 removed. Preservation of temporary traffic control and street name signs shall be the
44 sole responsibility of the Contractor.

45
46 As the work progresses and permits, temporarily relocated and/or removed traffic signs
47 shall be reset in their permanent location. Permanent signs and other traffic control
48 devices damaged or lost by the Contractor shall be replaced or repaired at the
49 Contractor's expense.

1 **Traffic Control Management**

2 **1-10.2(1) General**

3 **(January 3, 2017)**

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

5
6 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in
7 the State of Washington. The Traffic Control Supervisor shall be certified by one of the
8 following:

9
10 The Northwest Laborers-Employers Training Trust
11 27055 Ohio Ave.
12 Kingston, WA 98346
13 (360) 297-3035

14
15 Evergreen Safety Council
16 12545 135th Ave. NE
17 Kirkland, WA 98034-8709
18 1-800-521-0778

19
20 The American Traffic Safety Services Association
21 15 Riverside Parkway, Suite 100
22 Fredericksburg, Virginia 22406-1022
23 Training Dept. Toll Free (877) 642-4637
24 Phone: (540) 368-1701

25
26 **1-10.3 Traffic Control Labor, Procedures, and Devices**

27
28 **1-10.3(1) Traffic Control Labor**

29 *The first paragraph is revised to read:*

30
31 The Contractor shall furnish all personnel for flagging and spotting, for the execution of all
32 procedures related to temporary traffic control and for the setup, maintenance and removal
33 of all temporary traffic control devices and construction signs necessary to control
34 vehicular, bicycle, and pedestrian traffic during construction operations.

35
36 **1-10.3(1)A Flaggers**

37 *This heading is revised to read:*

38
39 **1-10.3(1)A Flaggers and Spotters**

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

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

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

1 Spotters shall assist pedestrians through the construction zone as needed.

2
3 **1-10.3(1)B Other Traffic Control Labor**

4 *This section is revised to read:*

5
6 In addition to flagging duties, the Contractor shall provide personnel for all other traffic
7 control procedures required by the construction operations and for the labor and
8 equipment to install, maintain, and remove any traffic control devices shown on Traffic
9 Control Plans.

10
11 **1-10.3(2) Traffic Control Procedures**

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

13
14 **1-10.3(2)F Uniformed City of Tacoma Police Officer for Traffic Signal Override**

15
16 When construction operations are such that an existing traffic signal is required to be
17 overridden to allow for traffic control measures, the signal shall be overridden only by a
18 uniformed off-duty police officer. Use of uniformed off-duty police officers shall be used
19 only when approved by the City

20
21 All off-duty officers shall be commissioned within the State of Washington.

22
23 Tacoma Police Department officers shall be the first choice for traffic control that
24 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The
25 Contractor shall first contact Tacoma Police Department, Special Events Sergeant, to
26 schedule police officers for the specified traffic control duty.

27
28 Tacoma Police Department
29 Special Events Sergeant
30 (253) 591-5932

31 TacomaPoliceEvents@ci.tacoma.wa.us

32
33 All costs associated with the use of uniformed off-duty police officers shall be included in
34 the lump sum price for, "Project Temporary Traffic Control".

35
36 The Contractor shall request officers at least 48 hours in advance for scheduling, unless
37 an exception is approved by the Engineer.

38
39 The Contractor shall immediately notify the Engineer in writing if Tacoma PD cannot supply
40 officers for the requested date(s). The Contractor shall include the written response from
41 Tacoma PD and state the preference to either postpone the affected Work or request
42 officers from other State of Washington jurisdictions. Using officers from other jurisdictions
43 must be approved by the Engineer.

44
45 The Contractor will not be compensated for any off-duty officers from other jurisdictions
46 performing traffic control without prior approval from the Engineer, and the Contracting
47 Agency may stop work in accordance with Section 1-08.6, "Suspension of Work".

48
49 **1-10.3(3)A Construction Signs**
50 **(January 11, 2006 Tacoma GSP)**

51 *The fifth paragraph is revised to read:*
52

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

4
5 **1-10.3(3)C Portable Changeable Message Sign**

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

7 *This section is supplemented with the following:*

8
9 Portable Changeable Message Signs shall be required on arterials streets where
10 construction occurs for durations longer than seven (7) calendar days. Signs shall be
11 solar charged and programmable. Signs shall be provided a minimum of seven (7)
12 calendar days prior to construction and remain through the duration of the construction on
13 the arterial street. Signs shall be provided on each end of the arterial street construction
14 zone notifying oncoming traffic of the construction conditions. All costs associated with
15 providing and maintain the signs for the required duration shall be included in the proposal
16 item, "Project Temporary Traffic Control", per lump sum

17
18 **(*****)**

19 To prevent hacker from getting access to the Portable Change Message Signs (PCMS),
20 the contractor is required to change the default password and to take other appropriate
21 measures for field access to message control features on the PCMS. In addition, the
22 contractor shall verify the PCMS control box, if any, is secured and locked from tampering
23 during the daily review of the work zone set up and conditions of the traffic control devices.

24
25 *Section 1-10.3(3) is supplemented with the following:*

26
27 **1-10.4 Measurement**

28
29 **1-10.4(3) Reinstating Unit Items with Lump Sum Traffic Control**

30 *Section 1-10.4(3) is supplemented with the following:*

31
32 **(August 2, 2004)**

33 The bid proposal contains the item "Project Temporary Traffic Control", lump sum and the
34 additional temporary traffic control items listed below. The provisions of Section 1-10.4(1),
35 Section 1-10.4(3), and Section 1-10.5(3) shall apply.

36
37 ***

38 "Pedestrian Traffic Control", per lump sum

39
40 ***

41 **1-10.5 Payment**

42
43 **1-10.5(2) Item Bids with Lump Sum for Incidentals**

44 **(*****)**

45
46 *The Bid Item "Pedestrian Traffic Control" lump sum, is supplemented with the following:*

47
48 All costs incurred for "Temporary Pedestrian Access" and "Spotters" shall be included in
49 the price per lump sum for "Pedestrian Traffic Control", according to Section 1-10.

50
51
52
53 **END OF SECTION**

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

3
4 **2-14.1 Description**

5
6 The Work described in this section includes the removal and disposal of pavement
7 surfaces identified on the Plans or as marked in the field.

8
9 **2-14.2 Pavement Classification**

10
11 Removal of pavement will be according to type and class based on composition and
12 thickness, as defined below:

- 13
- | | | |
|----|------------------|---|
| 14 | Type I | Pavement removal where all or portions of the existing pavement is being removed in conjunction with street construction or any other removal not described below for Type II or Type III. |
| 15 | | |
| 16 | | |
| 17 | | |
| 18 | Type II | Pavement removal required for the placing of utilities at greater and varying depths, such as sewers. |
| 19 | | |
| 20 | | |
| 21 | Type III | Pavement removal required for narrow and shallow utility cuts in order to install light cables, conduits and similar shallow utilities. |
| 22 | | |
| 23 | | |
| 24 | Class A2 | Class A2 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness of two inches or less. |
| 25 | | |
| 26 | | |
| 27 | | |
| 28 | | |
| 29 | Class A4 | Class A4 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between two inches and four inches. |
| 30 | | |
| 31 | | |
| 32 | | |
| 33 | | |
| 34 | Class A8 | Class A8 pavement removal shall apply to the removal of asphalt concrete, bituminous road surfacing, multiple lift bituminous surface treatments or any combination of these components having an average thickness between four inches and eight inches. |
| 35 | | |
| 36 | | |
| 37 | | |
| 38 | | |
| 39 | Class C6 | Class C6 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of six inches or less. After the curbs and pavement have been constructed, the Contractor may be required to remove additional sidewalk necessary to provide proper connections and grades, as determined by the Engineer. |
| 40 | | |
| 41 | | |
| 42 | | |
| 43 | | |
| 44 | | |
| 45 | | |
| 46 | Class C12 | Class C12 pavement removal shall apply to all non-reinforced cement concrete pavements or slabs having an average thickness of between 6 inches and 12 inches. |
| 47 | | |
| 48 | | |
| 49 | | |
| 50 | Class CA | Class CA pavement removal shall apply to all pavements that have a wearing surface of asphalt concrete upon a cement concrete pavement or, cement concrete base, and for which the total combined |
| 51 | | |
| 52 | | |

1 thickness of the pavement averages between six inches and twelve
2 inches.

3
4 **Class H** Class H pavement removal shall apply to early type pavement of a
5 cement concrete base with a brick or cobblestone surface and
6 potentially an additional layer of asphalt concrete pavement for which
7 the total combined thickness of the pavement averages between ten
8 inches and twenty inches.

9
10 **2-14.3 Construction Requirements**

11
12 All final meetlines shall be sawcut.

13
14 Where monolithic cement concrete pavement and curb are being removed, the curb
15 removal shall be considered as pavement removal, and the measurement for payment
16 will be to the back of the curb.

17
18 The removal of existing street improvements shall be conducted in such a manner as not
19 to damage utilities and any portion of the improvement that is to remain in place. Any
20 deviation in this matter will obligate the Contractor, at no expense to the Contracting
21 Agency, to repair, replace, or otherwise make proper restoration to the satisfaction of the
22 Engineer.

23
24 In the event a pavement averages more than the maximum thickness specified for its
25 class, an additional payment will be made to cover the extra thickness removed by a
26 proportional conversion into additional square yards.

27
28 **2-14.4 Measurement**

29
30 Pavement removal will be measured per square yard.

31
32 Type I pavement removal will be measured in its original position through the use of
33 survey techniques.

34
35 **2-14.5 Payment**

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

38
39 "Remove Existing Pavement, Type ___Class___", per square yard

40
41 All costs associated with saw cutting meet lines shall be included in the unit Contract
42 price for pavement removal.

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

1 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

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

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

5 *This section is revised to read:*

6
7 The Contractor shall prepare and implement a project-specific Construction Stormwater
8 Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater
9 Management Manual (SWMM), Volume 2. The SWPPP is a document that describes
10 the potential for pollution problems on a construction site and explains and illustrates the
11 measures to be taken on the construction site to control those problems.

12
13 The Construction SWPPP shall be prepared as a stand-alone document consisting of
14 two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary
15 Erosion and Sediment Control (TESC) Plans.

16
17 The Contracting Agency has prepared the Construction Stormwater Pollution Prevention
18 Plan Checklist to aid the Contractor in development of the SWPPP. This checklist
19 provides the Contractor with a tool to determine if all the major items are included in the
20 Construction SWPPP and on the TESC Plans and can be found in Volume 2, Chapter 2
21 of the SWMM. Contractors are encouraged to complete and submit this checklist with
22 the Construction SWPPP.

23
24 The Department of Ecology has prepared a SWPPP template that can be used for
25 projects in the City of Tacoma. The template can be found on Ecology’s website at:
26 <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.

27 The Contractor developing the SWPPP must ensure that all references are appropriate
28 for the City of Tacoma.

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

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

42
43 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

44 *This section is revised to read:*

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

1 CPESC shall be listed on the Emergency Contact List required under Section 1-
2 05.13(1).

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

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

39
40 Upon request, the file shall be provided to the Engineer for review.

41 42 **8-01.3(1)C Water Management**

43 *This section is revised to read:*

44
45 **General.** The Contractor is responsible for keeping excavations free from standing
46 water during construction and disposing of the water in a manner that will not cause
47 pollution, injury to public or private property, or cause a nuisance to the public.
48 Groundwater flowing toward, into, or within excavations shall be controlled to prevent
49 sloughing of excavation walls, boils, uplift, and heave in the excavation, and to eliminate
50 interference with orderly progress of construction. The control of groundwater shall be
51 such that softening of the bottom of excavations, or formation of “quick” conditions or
52 “boils” during excavation, shall not occur. The Contractor is responsible for all
53 foundation material required due to lack of dewatering efforts.

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

3 *The third paragraph is revised to read:*

4
5 Street washing with water shall not be permitted.

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

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

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

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

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

18
19 **8-01.4 Measurement**

20 *This section is supplemented with the following:*

21
22 No specific unit of measurement shall apply to the lump sum item "Erosion/Water
23 Pollution Control".

24
25 No specific unit of measurement shall apply to the lump sum item "Stormwater Pollution
26 Prevention Plan (SWPPP)".

27
28 **8-01.5 Payment**

29
30 "Erosion/Water Pollution Control", lump sum

31
32 The lump sum contract price for "Erosion/Water Pollution Control" shall be full
33 compensation for all costs incurred by the Contractor in performing the Contract Work
34 defined in Section 8-01, except for costs compensated by Bid Proposal items listed
35 below.

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

41
42 Where removal of erosion control BMPs is directed by the engineer according to 8-
43 01.3(16) or according to these specifications and the plans, removal shall be included in
44 the lump sum or unit cost for these respective BMPs.

45
46
47
48 **END OF SECTION**

1 **8-14 CEMENT CONCRETE SIDEWALKS**
2 **(March 23, 2010 Tacoma GSP)**

3
4 **8-14.3 Construction Requirements**

5
6 **8-14.3(3) Placing and Finishing Concrete**

7 *The fourth paragraph is revised to read:*

8
9 Curb ramps shall be of the type specified in the Plans. The detectable warning pattern
10 shall have the truncated dome shape shown in the Standard Plans.

11
12 **8-14.3(4) Curing**

13 *The second sentence is revised to read:*

14
15 Curing shall be in accordance with Section 5-05.3(13).

16
17 *Section 8-14 is supplemented with the following:*

18
19 **8-14.3(20) Cold Weather Work**

20
21 The following additional requirements for placing concrete shall be in effect from
22 November 1 to April 1:

- 23 • The Engineer shall be notified at least 24 hours prior to placement of concrete.
- 24 • All concrete placement shall be completed no later than 2:00 p.m. each day.
- 25 • Where forms have been placed and the subgrade has been subjected to frost, no
26 concrete shall be placed until the ground is completely thawed. At that time, the
27 forms shall be adjusted and subgrade repaired as determined by the Engineer.

28 **8-14.3(21) Thickened Edge for Sidewalk**

29
30 Thickened edge shall be constructed in accordance with the standard plan.

31
32 **8-14.3(22) Concrete Scoring**

33
34 Contractor shall match the existing scoring pattern of the concrete being removed. All
35 scoring shall be saw-cut.

36 **8-14.5 Payment**

37 *The pay item "Cement Conc. Sidewalk" is supplemented with the following:*

38
39 All additional costs related to the saw-cutting and construction of thickened edges shall
40 be included in the unit contract cost for "Cement Conc. Sidewalk".

41
42 *The sixth paragraph is revised to read:*

43
44 The Contractor shall include all costs associated with excavating, including haul and
45 disposal, regardless of the depth in the unit contract price for "Cement Conc. Sidewalk".

46
47 **END OF SECTION**

1 **8-32 CLEAN AND CAULK JOINTS**

2
3 **8-32.1 Description**

4 This work consists of properly removing existing caulking, cleaning, and resealing joints
5 in cement concrete sidewalk, in accordance with these specifications and the details
6 shown in the project plans, at the locations within the project area specified by the
7 project plans.

8
9 Clean and caulk joints consists of properly cleaning the joints to be sealed, for proper
10 adhesion, and resealing the joint, using a product matching the criteria in these
11 specifications, in conformance with the project plans and the manufacturers
12 recommendations.

13
14 **8-32.2 Materials**

15
16 **8-32.2(1) Cleaning**

17 Cleaning the joints shall be done using any equipment or combination of equipment the
18 Contractor selects, such as a pressure washer, hand scraper, or blower. However, the
19 equipment selected shall not involve chemicals hazardous to the surrounding ecology
20 that would flow into the ground.

21
22 The Engineer, Inspector, or representative of either may reject the use of any equipment
23 or products deemed to be hazardous to the surrounding ecology.

24
25 **8-32.2(2) Caulk Selection**

26 The caulk selected shall conform with this specification and those found in Division 9 of
27 the WSDOT Standard Specifications.

28
29 The caulk selected shall conform to the following:

- 30 1. Be made of self-leveling silicone
- 31 2. Meet or exceed ASTM 5893, ASTM C 793, and ASTM C 719
- 32 3. Have an expected lifespan of 10 years or greater
- 33 4. Be able to be applied at a temperature range of $\leq 20^{\circ}$ F to $\geq 90^{\circ}$ F
- 34 5. After curing remain flexible and tack free at a temperature range of $\leq 0^{\circ}$ F to
35 $\geq 220^{\circ}$ F
- 36 6. Be grey in color
- 37 7. Be weather and UV resistant
- 38 8. Bond to, without separation, and have a recommended usage with Portland
39 Cement Concrete

40
41 **8-32.3 Construction Requirements**

42
43 **8-32.3(1) Cleaning**

44 During time of cleaning temporary traffic control shall be maintained such that no person
45 may unintentionally be exposed to known hazards associated with the equipment being
46 used.

47
48 The cleaning shall be done in such a way as to remove all debris from the joint and to
49 clean the surface of the concrete for sufficient bonding, separation free, of the caulk on
50 all contact surfaces. The method or combination of methods for cleaning shall be at the

1 discretion of the Contractor. However, the method(s) selected shall not involve the use
2 of chemicals hazardous to the surrounding ecology that would flow into the ground.

3
4 While cleaning the Contractor shall collect and properly dispose of, at a minimum of
5 once per day, all debris removed from the joints during the cleaning process.

6
7 The Engineer, Inspector, or representative of either may reject the use of any method of
8 cleaning deemed to be hazardous to the surrounding ecology or persons outside of the
9 work area.

10
11 **8-32.2(2) Caulk Placement**

12 During the time of caulk placement and until tack free condition of caulk has been
13 reached temporary pedestrian traffic control shall be maintained such that no person
14 may unintentionally come in contact with uncured caulk.

15
16 Caulk shall not be placed when the joint being sealed is damp or in inclement weather.
17 The placement of the selected caulk may or may not involve the use of backer rod. The
18 placement and size of backer rod, thickness of caulk, and caulk recess shall be in
19 accordance with the details in the project plans and/or the manufacturer's
20 recommendations.

21
22 **8-32.4 Measurement**

23 The measurement for Clean and Seal Joints will be per linear foot and will include the
24 actual linear length to the nearest foot of joints fully completed.

25
26 **8-32.5 Payment**

27 Payment will be made in accordance with section 1-04.1 for each of the following bid
28 items that are included in the proposal:

29
30 "Clean and Seal Joints", per linear foot.

31
32 The unit price for the pay item "Clean and Seal Joints" shall include, but not limited to,
33 labor, materials, and equipment required to perform any and all work associated with
34 removing existing caulking, cleaning and caulking joints, including backer rod.

35
36
37
38 **END OF SECTION**

39
40
41 **END OF SPECIAL PROVISIONS**

PART 3

OTHER CONTRACT TERMS & CONDITIONS

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.

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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