



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES24-0073F

**2024 STORMWATER CURED-IN-
PLACE PIPE REHABILITATION
PROJECT IN VARIOUS TACOMA
LOCATIONS**

Project No. ENV-03033-09

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

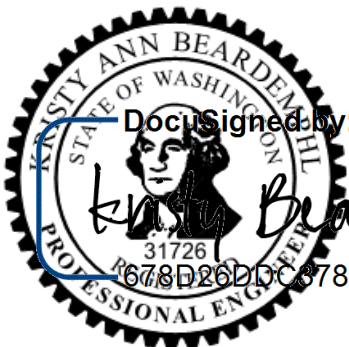
FOR

SPECIFICATION NO.

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**2024 STORMWATER CURED-IN-PLACE
PIPE REHABILITATION PROJECT IN
VARIOUS TACOMA LOCATIONS**

PROJECT NO. ENV-03033-09



DocuSigned by:

Kristy Beardemphl, P.E.

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

SPECIFICATION NO. ES24-0073F

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**City of Tacoma
Environmental Services Department/ Science and Engineering Division**

**REQUEST FOR BIDS ES24-0073F
2024 Stormwater Cured-in-Place Pipe Rehabilitation in Various Tacoma
Locations**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, May 21, 2024

Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained at the City’s plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

Pre-Proposal Meeting: A pre-bid conference will be held in a Zoom meeting on Monday, May 13, 2024 at 10 AM Pacific Time to answer questions regarding the Equity In Contracting (EIC) Program and Local Employment and Apprenticeship Training Program (LEAP) requirements included in the contract. Prospective bidders are urged to attend.

Join Zoom Meeting

<https://us02web.zoom.us/j/84564721872?pwd=em80TkJ0c0ZKb21WSkhXcCt6T2hwUT09>

Meeting ID: 845 6472 1872

Passcode: 488620

One tap mobile

+12532050468,,84564721872#,,,,*488620# US

+12532158782,,84564721872#,,,,*488620# US (Tacoma)

Dial by your location

• +1 253 205 0468 US

• +1 253 215 8782 US (Tacoma)

- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)
- +1 719 359 4580 US
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US

Meeting ID: 845 6472 1872
 Passcode: 488620

Find your local number: <https://us02web.zoom.us/j/kde0lleYFQ>

Project Scope: This Contract shall generally consist of rehabilitating approximately 7,070 linear feet of 8-inch to 15-inch diameter stormwater sewer pipes utilizing cured-in-place pipe technology. This Work shall also include cleaning sewer pipes, disposing of waste materials, and performing CCTV inspections of the sewer pipes.

Estimate: \$680,000 to \$700,000


Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with Washington State law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information: "The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Stan Rowden by email to SRowden@cityoftacoma.org .

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

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

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

6. **STATEMENT OF QUALIFICATIONS:** The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the Engineer to determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the Contract.
7. **EQUITY IN CONTRACTING (EIC) UTILIZATION FORM**
Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma. The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

See City of Tacoma – Equity In Contracting Program section for additional information and EIC Requirements.

POST AWARD FORMS EXECUTED UPON AWARD:

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

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

Example LEAP Requirements:

1. Local Employment Utilization Requirement – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the

City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.

2. Apprentice Utilization Requirement – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

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

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

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapters 18.27 RCW, 18.106 RCW, 70.87 RCW, 19.28 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division via email to bids@cityoftacoma.org no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. ES24-0073F

2024 Stormwater Cured-In-Place Pipe Sewer Rehabilitation Project in Various Tacoma Locations

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 Nos. ENV-03033-09 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

- NOTE:
1. Unit prices of all items, all extensions and total amount of bid should be shown. Show unit prices in figures only.
 2. The notations below the item numbers refer to the specification section where information may be found regarding each contract item. These notations are intended only as a guide and are not warranted to refer to all specification sections where information may be found.
 3. Washington State Department of Revenue Rules 170 and 171 shall apply as shown in the Proposal and per Section 1-07.2 of the WSDOT State Amendments to the Standard Specifications.

SCHEDULE A: STORMWATER IMPROVEMENTS (Rule 171)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S1. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
S2. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
S3. 1-10	Pedestrian Traffic Control	1 Lump Sum	Lump Sum	\$ _____
S4. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
S5. 1-10	Uniformed Police Officer for Traffic Control	40 Hours	\$ _____	\$ _____
S6. 2-09.	Shoring or Extra Excavation Class B	400 SF	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES24-0073F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S7. 7-08	Temporary Storm Sewer Bypass 8" – 15" Diameter	Force Account	Estimated	\$ <u>50,000.00</u>
S8. 7-08	Bypass Side Sewer	Force Account	Estimated	\$ <u>5,000.00</u>
S9. 7-20	Pre-Installation Cleaning and Inspection	7,070 LF	\$ _____	\$ _____
S10. 7-20	Disposal of Waste Material	5 Ton	\$ _____	\$ _____
S11. 7-20	Short Liner Repair for Host Sewer Pipe	Force Account	Estimated	\$ <u>20,000.00</u>
S12. 7-21	Furnish and Install 8-Inch Diameter CIPP for Storm Sewer	448 LF	\$ _____	\$ _____
S13. 7-21	Furnish and Install 10-Inch Diameter CIPP for Storm Sewer	3,408 LF	\$ _____	\$ _____
S14. 7-21	Furnish and Install 12-Inch Diameter CIPP for Storm Sewer	2,268 LF	\$ _____	\$ _____
S15. 7-21	Furnish and Install 15-Inch Diameter CIPP for Storm Sewer	946 LF	\$ _____	\$ _____
S16. 7-21	Internal Reinstatement of Side Sewer	17 Each	\$ _____	\$ _____
S17. 7-21	Catch Basin Removal and Reinstallation, Incl. Pavement Restoration	Force Account	Estimated	\$ <u>20,000.00</u>

SCHEDULE A: STORMWATER IMPROVEMENTS (S) (Rule 171)

Base Bid (Subtotal Items Nos. S1 – S17) \$ _____ (1)

STORMWATER IMPROVEMENTS TOTAL \$ _____ (2)

TOTAL BASE BID (1) \$ _____
(not including sales tax) Rule 170

Contractor's Name: _____
Specification No. ES24-0073F
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SIGNATURE PAGE

**CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT / SCIENCE & 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. ES24-0073F
2024 STORMWATER CURED-IN-PLACE PIPE REHABILITATION PROJECT IN VARIOUS
TACOMA LOCATIONS**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Herewith find deposit in the form of a cashier's check in the amount of \$ _____ which amount is not less than 5-percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date May 7, 2024, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

Yes No
 Not Applicable

Washington Employment Security Department Number

Number: _____

Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

Not Applicable

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

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

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

Yes No

If incorporated, in what state were you incorporated?

State: _____ Not Incorporated

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

State: _____

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

Yes No

**ES24-0073F STATEMENT OF QUALIFICATIONS OF THE THERMAL-CURE
CIPP CONTRACTOR**

**2024 STORMWATER CIPP REHABILITATION PROJECT IN VARIOUS
TACOMA LOCATIONS**

The forms shall be completed in their entirety and submitted with the bid for all workers listed, including any relief personnel if needed for a second shift during the lining process. (Use additional copies of this form for a second shift of personnel, if necessary). **Failure to submit the completed forms and meet the requirements as stated in Section 1-02.1 of the Special Provisions shall be grounds for rejection of bid.**

Manufacturer of Thermal-Cure CIPP:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

The manufacturer of thermal-cure CIPP shall have a minimum of 150,000 linear feet of thermal-cure CIPP successfully installed within the last five years in accordance with the Reference Specifications, Codes, and Standards listed in Section 7-21.1(1). Manufacturers using standards other than those listed in Section 7-21.1(1) shall demonstrate that the standards followed produce a product that is, at a minimum, equal to the quality of product developed using the listed standards.

Contractor:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

The Contractor installing the thermal-cure CIPP shall have successfully completed at least four projects totaling a minimum of 50,000 linear feet of CIPP installation. The documented experience must be based on the experience of the company. Experience based on the individuals within the organization will not be accepted. List four projects using the thermal-cure CIPP rehabilitation technology that have been in service in the owner's system for at least one year for public agencies or municipalities:

#1 Project Name: _____

Owner: _____ Contact Person: _____

Size of Pipe: _____ Total Length Installed: _____

Method of Installation (Inversion or Pull-In) _____

Completion Date: _____

#2 Project Name: _____

Owner: _____ Contact Person: _____

Size of Pipe: _____ Total Length Installed: _____

Method of Installation (Inversion or Pull-In) _____

#3 Project Name: _____

Owner: _____ Contact Person: _____

Size of Pipe: _____ Total Length Installed: _____

Method of Installation (Inversion or Pull-In) _____

#4 Project Name: _____

Owner: _____ Contact Person: _____

Size of Pipe: _____ Total Length Installed: _____

Method of Installation (Inversion or Pull-In) _____

Superintendent:

Name: _____

Address: _____

Phone: _____

A superintendent with the following minimum experience shall supervise all pipe rehabilitation operations. The superintendent shall have thermal-cure CIPP supervisory field experience on at least four successfully completed projects totaling a minimum of 25,000 linear feet of CIPP installation. The superintendent shall also have a minimum of one year of bypass pumping supervisory field experience. List four projects using the thermal-cure CIPP rehabilitation technology that have been in service in the owner's system for at least one year for public agencies or municipalities:

#1 Project Name: _____

Owner: _____ Contact Person: _____

Name of Contractor Employed By: _____

Size of Pipe: _____ Total Length Installed: _____

Completion Date: _____

#2 Project Name: _____

Owner: _____ Contact Person: _____

Name of Contractor Employed By: _____

Size of Pipe: _____ Total Length Installed: _____

Completion Date: _____

#3 Project Name: _____

Owner: _____ Contact Person: _____

Name of Contractor Employed By: _____

Size of Pipe: _____ Total Length Installed: _____

Completion Date: _____

#4 Project Name: _____

Owner: _____ Contact Person: _____

Name of Contractor Employed By: _____

Size of Pipe: _____ Total Length Installed: _____

Completion Date: _____

Installation Crew Lead:

The installation crew lead shall have a minimum of two years of thermal-cure CIPP experience with the bidding Contractor and be on the project site at all times. The crew lead shall be qualified, fully licensed, and certified by the manufacturer to perform the type of installation indicated by the bidding contractor.

Name: _____ Phone: _____

Address: _____

Describe thermal-cure CIPP Installation Experience (minimum 2 year requirement): _____

Resin Impregnation (Wet-out) Crew Lead:

At least one lead person from the resin impregnation (wet-out) crew shall have a minimum of 2 years experience with the bidding Contractor.

Name: _____ Phone: _____

Address: _____

Describe Experience (minimum 2 year requirement): _____

Certified Boiler Technician (Thermal-Cure Only):

The Certified Boiler Technician shall have a minimum of two years of experience performing the duties of a Boiler Technician with the bidding Contractor.

Name: _____ Phone: _____

Address: _____

Describe Experience (minimum 2 year requirement): _____

Lateral Cutting Technician:

The Lateral Cutting Technician shall have a minimum of two years of experience reinstating laterals with the bidding Contractor.

Name: _____ Phone: _____

Address: _____

Describe Experience (minimum 2 year requirement): _____

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to ensure that the subcontractor(s) listed on the EIC Utilization Form are currently certified by the State of Washington's Office of Minority and Women Business Enterprises (OMWBE) at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday or the [OMWBE](#) Office at (866) 208-1064. Please refer to the City of Tacoma EIC code.

EQUITY IN CONTRACTING REQUIREMENTS

Minority Business
Enterprise Requirement

1%

Women Business
Enterprise Requirement

1%

Small Business Enterprise
Requirement

18%

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

www.omwbe.diversitycompliance.com*

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

CCD/EIC: ENV-03033-09

Date of Record: 03/28/2024

Project Spec#: ES24-0073F

Project Title: 2024 STORMWATER CIPP SEWER REHABILITATION PROJECT IN VARIOUS TACOMA LOCATIONS

*For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.

EQUITY IN CONTRACTING (EIC) UTILIZATION FORM



STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.

Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

1. Bidder Name:				
2. Project Title:				
4. Base Bid – No Sales Tax (Must match Bid Proposal amount)	\$	3. SPEC #:		
Column A. Certified Business Name	Column B. Business Cert. Type		Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount <small>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</small>
	MBE	WBE	SBE/DBE	
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>

*** For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package**

EQUITY IN CONTRACTING (EIC) UTILIZATION FORM



STOP! READ Instructions to Bidders/Proposers for completing EIC Utilization Form.

Failure to complete all sections of this form according to the instructions provided or failure to submit this form shall render the bid or proposal non-responsive. (If necessary, use additional forms to list the requirements of Columns A-D). City reserves the right to make minor, non-material corrections to completed Forms, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.

Please note: Certified Businesses MUST be certified at time of or prior to bid opening.

Example of a COMPLETED EIC UTILIZATION FORM

Initial Information:		ABC Construction, Inc.		3.SPEC #:	PW23-0011F
1.Bidder Name:	Downtown Restoration and Street Maintenance Project				
2.Project Title:	\$359,670.00				
4.Base Bid – No Sales Tax (Must match Bid Proposal amount)					
Column A. Certified Business Name	Column B. Business Cert. Type		Column C. Bid Item(s) Number(s) performed by the Certified Business(es)	Column D. Subcontract Amount If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements	
	MBE	WBE			SBE/DBE
Traffic ABC Representative Name & Contact # below: Beth Bell – (253) 555-3333	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #4- Pedestrian Traffic Control What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	\$30,000
Survey 101, Inc. Representative Name & Contact # below: John Doe – (253) 111-2233	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bid Item #1 – Roadway Surveying What is the Certified Firm Project Role? Subcontractor <input checked="" type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	\$9,500.00
Hello Manufacturer Representative Name & Contact # below: Sam Jam – (253) 555-7899	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bid Item #66- Green Durable Product What is the Certified Firm Project Role? Subcontractor <input type="checkbox"/> Material Supplier (20%) <input checked="" type="checkbox"/>	\$10,000 <i>(In this example, Total subcontract amount is \$10,000- Only 20% of total will be applied towards *EIC Reqs)</i>
Representative Name & Contact # below:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	What is the Certified Firm Project Role: Subcontractor <input type="checkbox"/> Material Supplier (20%) <input type="checkbox"/>	

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package

INSTRUCTIONS TO BIDDERS FOR COMPLETING THE EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

Complete Initial Information Section:

1. Enter Bidder firm name
2. Enter Project Title as it appears on the Specification
3. Enter Spec # as it appears on the Specification
4. State the Base Bid, which is the Bidder's bid amount, plus any alternates, additives, and deductive selected by the City. Do not include sales tax.

Complete Column "A": List all Certified Businesses with whom you will execute a subcontract if you are the successful Bidder. Provide a contact person for the Certified Business and the contact phone number.

Complete Column "B": State if the identified Certified Business is certified as an MBE, WBE, and/or SBE/DBE. **Note:** One Certified Business may count towards multiple requirements; check all applicable certifications

Complete Column "C": Specify the role of each listed Certified Business by checking Subcontractor or Material Supplier. **Note:** Each role counts differently towards EIC Utilization Requirements.

- Subcontractor: 100% of subcontract amount counts towards the EIC Utilization Requirement
- Material Supplier: 20% of supply expenditure amount counts towards the EIC Utilization Requirement
- **EXAMPLE** Material cost = \$100,000 equates to $(\$100,000 \times 20\%) = \$20,000$ to be applied towards the EIC Requirements

Provide a description of the scope of work, services, or materials/supplies planned to be provided by each listed Certified Business.

Note: The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business's OMWBE Profile. This ensures that the Certified Business is able to perform the work scope or role for which they have been listed.

Complete Column "D": Enter the subcontract amount for each Certified Business listed. This amount is the price that Bidder and Certified Business have agreed upon **prior to submittal**.

ADDITIONAL IMPORTANT INSTRUCTIONS:

- Bidders must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form. EIC staff will contact all listed Certified Businesses to verify that they have been contacted by Bidder regarding participation and subcontract amounts **prior to being listed on this form**. If the listed Certified Businesses have not been contacted prior to being listed on this form, Bidders will be deemed non-responsive.
- Include the completed EIC Utilization form with bid submittal. Incomplete, incorrect, or missing forms will render a bid nonresponsive.
- If awarded the Contract from the Specification bidders must execute subcontracts or supply agreements with Certified Businesses listed on the EIC Utilization Form. Failure to enter into an agreement with the Certified Businesses listed in Column A for at least the corresponding dollar amount listed in Column D, may result in penalties authorized by the Tacoma Municipal Code (TMC) 1.07.110.

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and [supplier name as it appears in Ariba, including dbas or trade names] (“Contractor”).

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

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

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

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

If CONTRACTOR’s receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, “Sub-recipient Information and Requirements” is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor’s full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

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

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

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

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

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

Specification No. [Enter Spec # Here]

Specification Title: [Enter Spec Title Here]

Contract No. [Enter Contract # Here]

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

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

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

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

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

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

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

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

Resolution No. [Enter Reso # Here]
Specification No. [Enter Spec # Here]
Contract No. [Enter Contract # Here]

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: [Supplier name]

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]
Bond No.

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

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

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

Specification No. [Enter Spec # Here] _____
Specification Title: [Enter Spec Title Here] _____
Contract No. [Enter Contract # Here] _____

(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: [Supplier name] _____

By: _____

Surety: _____

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

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1
2 **INTRODUCTION**

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

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

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

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

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

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

32 A pre-bid conference will be held in a Zoom meeting on Monday, May 13, 2024 at 10 AM
33 Pacific Time to answer questions regarding the Equity In Contracting (EIC) Program and
34 Local Employment and Apprenticeship Training Program (LEAP) requirements included
35 in the contract. Prospective bidders are urged to attend.
36

37 Join Zoom Meeting

38 [https://us02web.zoom.us/j/84564721872?pwd=em80TkJ0c0ZKb21WSkhXcCt6T2hwUT](https://us02web.zoom.us/j/84564721872?pwd=em80TkJ0c0ZKb21WSkhXcCt6T2hwUT09)
39 [09](https://us02web.zoom.us/j/84564721872?pwd=em80TkJ0c0ZKb21WSkhXcCt6T2hwUT09)
40

41 Meeting ID: 845 6472 1872

42 Passcode: 488620
43

44 One tap mobile

- 45 +12532050468,,84564721872#,,,,*488620# US
- 46 +12532158782,,84564721872#,,,,*488620# US (Tacoma)
- 47

48 Dial by your location

- 49 • +1 253 205 0468 US
- 50 • +1 253 215 8782 US (Tacoma)
- 51 • +1 346 248 7799 US (Houston)

- 1 • +1 669 444 9171 US
- 2 • +1 669 900 9128 US (San Jose)
- 3 • +1 719 359 4580 US
- 4 • +1 564 217 2000 US
- 5 • +1 646 558 8656 US (New York)
- 6 • +1 646 931 3860 US
- 7 • +1 689 278 1000 US
- 8 • +1 301 715 8592 US (Washington DC)
- 9 • +1 305 224 1968 US
- 10 • +1 309 205 3325 US
- 11 • +1 312 626 6799 US (Chicago)
- 12 • +1 360 209 5623 US
- 13 • +1 386 347 5053 US
- 14 • +1 507 473 4847 US

15

16 Meeting ID: 845 6472 1872

17 Passcode: 488620

18

19 Find your local number: <https://us02web.zoom.us/j/kde0lleYFQ>

20

21 **DESCRIPTION OF WORK**

22 **(*****)**

23

24 This Contract shall generally consist of rehabilitating approximately 7,070 linear feet of
25 8-inch to 15-inch diameter stormwater sewer pipes utilizing cured-in-place pipe
26 technology. This Work shall also include cleaning sewer pipes, disposing of waste
27 materials, and performing CCTV inspections of the sewer pipes.

28

29

30

END OF SECTION

31

1
2 **DEFINITIONS AND TERMS**

3
4 **1-01.3 Definitions**
5 **(January 19, 2022 APWA GSP)**
6

7 *Delete the heading **Completion Dates** and the three paragraphs that follow it, and*
8 *replace them with the following:*
9

10 **Dates**

11 ***Bid Opening Date***

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

13 ***Award Date***

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

16 ***Contract Execution Date***

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

18 ***Notice to Proceed Date***

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

20 ***Substantial Completion Date***

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

26 ***Physical Completion Date***

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

30 ***Completion Date***

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

35 ***Final Acceptance Date***

36 The date on which the Contracting Agency accepts the Work as complete.
37

38 *Supplement this Section with the following:*
39

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

45 All references to the terms "State" or "state" shall be revised to read "Contracting
46 Agency" unless the reference is to an administrative agency of the State of Washington,
47 a State statute or regulation, or the context reasonably indicates otherwise.
48

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

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

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for “Contract”.

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

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

48 **(April 15, 2020 Tacoma GSP)**

49
50 All references to the acronym UDBE” shall be revised to read “DBE/EIC”.

51

1 All references in the Standard Specifications to the term “Proposal Bond” shall be
2 revised to read “Bid Bond.”

3
4 **Base Bid**

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

8
9 **Calendar Day**

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

12
13 **Change Order**

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

18
19 **Day**

20 Unless otherwise specified, a calendar day.

21
22 **Deductive**

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

26
27 **Grand Total Price**

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

30
31 **Standard Specifications**

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

34
35
36 **END OF SECTION**

37
38
39 **1-02 BID PROCEDURES AND CONDITIONS**

40
41 **1-02.1 Prequalification of Bidders**

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

43
44 **1-02.1 Qualifications of Bidder**
45 **(January 24, 2011 APWA GSP)**

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

50
51 *Add the following new section:*

1 **1-02.1(1) Supplemental Qualifications Criteria**
2 **(*****)**

3
4 In addition, the Contracting Agency has established Contracting Agency-specific and/or
5 project-specific supplemental criteria, in accordance with RCW 39.04.350(2), for
6 determining Bidder responsibility, including the basis for evaluation and the deadline for
7 appealing a determination that a Bidder is not responsible. These criteria are contained
8 in the 1-02.1(2) of these Special Provisions.

9
10 *Add the following new section:*

11
12 **1-02.1(2) Supplemental Qualifications Criteria**
13 **(*****)**

14
15 The Contractor shall submit a Statement of Qualifications with this Bid.

16
17 The forms shall be completed in their entirety and submitted with the bid for all workers
18 listed, including any relief personnel if needed for a second shift during the lining
19 process. (Use additional copies of this form for a second shift of personnel, if
20 necessary). **Failure to submit the completed forms and meet the requirements as**
21 **stated in Section 1-02.1 of the Special Provisions shall be grounds for rejection of**
22 **bid.**

23
24 **Qualifications of the Thermal-Cure CIPP Contractor:**

25
26 Experience requirements described below shall be in sewers owned by public agencies
27 or municipalities and shall have all been in service for one year or more.

28
29 Manufacturer: The manufacturer of thermal-cure CIPP shall have a minimum of 150,000
30 linear feet of thermal-cure CIPP successfully installed within the last five years in
31 accordance with the Reference Specifications, Codes, and Standards listed in Section 7-
32 21.1(1). Manufacturers using standards other than those listed in Section 7-21.1(1) shall
33 demonstrate that the standards followed produce a product that is, at a minimum, equal
34 to the quality of product developed using the listed standards.

35
36 Contractor: The Contractor installing the thermal-cure CIPP shall have successfully
37 completed at least four projects totaling a minimum of 50,000 linear feet of CIPP
38 installation. The documented experience must be based on the experience of the
39 company. Experience based on the individuals within the organization will not be
40 accepted.

41
42 Superintendent: A superintendent with the following minimum experience shall
43 supervise all pipe rehabilitation operations. The superintendent shall have thermal-cure
44 CIPP supervisory field experience on at least four successfully completed projects
45 totaling a minimum of 25,000 linear feet of CIPP installation. The superintendent shall
46 also have a minimum of one year of bypass pumping supervisory field experience.

47
48 Installation Crew Lead: The installation crew lead shall have a minimum of two years of
49 thermal-cure CIPP experience with the bidding Contractor and be on the project site at
50 all times. The crew lead shall be qualified, fully licensed, and certified by the
51 manufacturer to perform the type of installation indicated by the bidding contractor.

1
2 Resin Impregnation (Wet-Out) Crew Lead: At least one lead person from the resin
3 impregnation (wet-out) crew shall have a minimum of 2 years experience with the
4 bidding Contractor.

5
6 Certified Boiler Technician (Thermal-Cure Only): The Certified Boiler Technician shall
7 have a minimum of two years of experience performing the duties of a Boiler Technician
8 with the bidding Contractor.

9
10 Lateral Cutting Technician: The Lateral Cutting Technician shall have a minimum of two
11 years of experience reinstating laterals with the bidding Contractor.

12
13 Upon award of the Contract the identified Manufacturer, Superintendent, Installation
14 Crew, Lateral Cutting Technician, and Certified Boiler Technician must be employed to
15 perform the work. No substitutions will be allowed unless authorized by the City.

16 17 **1-02.2 Plans and Specifications**

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

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

20
21 Information as to where Bid Documents can be obtained or reviewed can be found in the
22 Call for Bids (Advertisement for Bids) for the work.

23
24 To reduce paper waste and promote sustainability, the Contracting Agency will only
25 provide electronic copies of the project plans and specifications. If printed copies of the
26 plans and specifications are necessary, the Contractor may obtain them from the source
27 stated in the Call for Bids, at the Contractor's own expense. Prior to Notice to Proceed,
28 the Contracting Agency may issue revised plans and specifications incorporating
29 addenda published during the bid period. The Contractor should inquire with the
30 Contracting Agency, before ordering plans and specifications, to determine if revisions
31 are forthcoming.

32 33 **1-02.4(1) General** 34 **(January 19, 2022 APWA GSP Option B)**

35 *The first sentence of the last paragraph is revised to read, beginning with "Any*
36 *prospective Bidder desiring..." is revised to read:*

37
38 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,
39 shall request the explanation or interpretation in writing by close of business 6 business
40 days preceding the bid opening to allow a written reply to reach all prospective Bidders
41 before the submission of their Bids.

42 43 **1-02.5 Proposal Forms** 44 **(July 31, 2017 APWA GSP)**

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

46
47 The Proposal Form will identify the project and its location and describe the work. It will
48 also list estimated quantities, units of measurement, the items of work, and the materials
49 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
50 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
51 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment

1 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
2 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
3 Registration Number; and a Business License Number, if applicable. Bids shall be
4 completed by typing or shall be printed in ink by hand, preferably in black ink. The
5 required certifications are included as part of the Proposal Form.
6

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

11
12 **1-02.6 Preparation of Proposal**
13 **(July 11, 2018 APWA GSP)**
14

15 *Supplement the second paragraph with the following:*

- 16 4. If a minimum bid amount has been established for any item, the unit or lump
17 sum price must equal or exceed the minimum amount stated.
18 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
19 initialed by the signer of the bid.
20

21 *Delete the last two paragraphs, and replace them with the following:*
22

23 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
24 Subcontractor to perform those items of work.
25

26 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
27 Compliance form, provided by the Contracting Agency. Failure to return this certification
28 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
29 Award. A Contractor Certification of Wage Law Compliance form is included in the
30 Proposal Forms.
31

32 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
33

34 A bid by a corporation shall be executed in the corporate name, by the president or a
35 vice president (or other corporate officer accompanied by evidence of authority to sign).
36

37 A bid by a partnership shall be executed in the partnership name, and signed by a
38 partner. A copy of the partnership agreement shall be submitted with the Bid Form if any
39 UDBE requirements are to be satisfied through such an agreement.
40

41 A bid by a joint venture shall be executed in the joint venture name and signed by a
42 member of the joint venture. A copy of the joint venture agreement shall be submitted
43 with the Bid Form if any UDBE requirements are to be satisfied through such an
44 agreement.
45

46 *The fourth paragraph is revised to read:*

47 **(October 18, 2013 Tacoma GSP)**
48

49 The bidder shall submit the following completed forms:

50 City of Tacoma – Equity in Contracting Utilization Form
51

1 **1-02.7 Bid Deposit**
2 **(March 1, 2021 GSP)**

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

4
5 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit
6 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any
7 proposal bond shall be on the Contracting Agency's form and shall be signed by the
8 Bidder and the Surety. A proposal bond shall not be conditioned in any way to modify
9 the minimum 5 percent required. The Surety shall: (1) be registered with the Washington
10 State Insurance Commissioner, and (2) appear on the current Authorized Insurance List
11 in the State of Washington published by the Office of the Insurance Commissioner.

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

14 If submitting your bid electronically, a scanned version of the original bid bond or
15 cashier's check shall accompany your electronic bid submittal. The original bid bond or
16 cashier's check shall be sent to the Contracting Agency and received by the Contracting
17 Agency within 7 calendar days of the bid opening or the bidder may be deemed non-
18 responsive.

19 **Original bid bonds or cashier's check will be delivered to:**

20 City of Tacoma Procurement & Payables Division
21 Tacoma Public Utilities
22 3628 S 35th St
23 Tacoma, WA 98409

24
25 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.

26
27 **1-02.9 Delivery of Proposal**
28 **(March 1, 2021 Tacoma GSP)**

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

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

37
38 To be considered responsive on a FHWA-funded project, the Bidder may be required
39 to submit the following items, as required by Section 1-02.6:

- 40
41
- 42 • DBE Written Confirmation Document from each DBE firm listed on the
 - 43 Bidder's completed DBE Utilization Certification (WSDOT 272-056);
 - 44 • Good Faith Effort (GFE) Documentation
 - 45 • DBE Bid Item Breakdown (WSDOT 272-054)
 - DBE Trucking Credit Form (WSDOT 272-058)

1
2 These documents, if applicable, shall be received either with the Bid Proposal or as a
3 Supplement to the Bid. The documents shall be received **no later than 48 hours**
4 (not including Saturdays, Sundays and Holidays) after the time for delivery of the Bid
5 Proposal.

6
7 If submitted after the Bid Proposal is due, the document(s) shall be submitted as
8 follows:

- 9
10 1. In a sealed envelope labeled the same as for the Proposal, with
11 "Supplemental Information" added, or
12 2. By e-mail to sendbid@cityoftacoma.org with "Supplemental Information"
13 noted in the subject line.

14
15 All other information required to be submitted with the Bid Proposal must be
16 submitted with the Bid Proposal itself, at the time stated in the Call for Bids.

17
18 Proposals that are received as required will be publicly opened and read as specified
19 in Section 1-02.12. The Contracting Agency will not open or consider any Bid
20 Proposal that is received after the time specified in the Call for Bids for receipt of Bid
21 Proposals, or received in a location other than that specified in the Call for Bids. The
22 Contracting Agency will not open or consider any "Supplemental Information" (DBE
23 confirmations or GFE documentation) that is received after the time specified above,
24 or received in a location other than that specified in the Call for Bids.

25
26 If an emergency or unanticipated event interrupts normal work processes of the
27 Contracting Agency so that Proposals cannot be received at the office designated for
28 receipt of bids as specified in Section 1-02.12 the time specified for receipt of the
29 Proposal will be deemed to be extended to the same time of day specified in the
30 solicitation on the Tuesday on which the normal work processes of the Contracting
31 Agency resume.

32
33 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**
34 **(March 1, 2021 Tacoma GSP)**

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

37
38 After submitting a Bid Proposal to the Contracting Agency, the Bidder may withdraw,
39 revise, or supplement it if:

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

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

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

3
4 **1-02.12 Public Opening of Proposals**
5 **(March 1, 2021 Tacoma GSP)**
6

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

9
10 This public bid opening will be held via webinar. Please use the link below or on the
11 Request for Bids page to join the webinar:

12
13 <https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURM>
14 [Zz09](https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURM)
15

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

17
18 **1-02.13 Irregular Proposals**
19 **(October 18, 2013 Tacoma GSP)**

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

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

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

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 1-02.1(2) or
- 34 11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

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

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

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

14
15 *Revise this section to read:*

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

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

30
31
32 **END OF SECTION**

33
34
35 **1-03 AWARD AND EXECUTION OF CONTRACT**

36
37 **1-03.1 Consideration of Bids**
38 **(January 23, 2006 APWA GSP)**

39 *Revise the first paragraph to read:*

40
41 After opening and reading proposals, the Contracting Agency will check them for
42 correctness of extensions of the prices per unit and the total price. If a discrepancy
43 exists between the price per unit and the extended amount of any bid item, the price per
44 unit will control. If a minimum bid amount has been established for any item and the
45 bidder's unit or lump sum price is less than the minimum specified amount, the
46 Contracting Agency will unilaterally revise the unit or lump sum price, to the minimum
47 specified amount and recalculate the extension. The total of extensions, corrected
48 where necessary, including sales taxes where applicable and such additives and/or
49 alternates as selected by the Contracting Agency, will be used by the Contracting

1 Agency for award purposes and to fix the Awarded Contract Price amount and the
2 amount of the contract bond.

3
4 **1-03.2 Award of Contract**
5 **(March 27, 2003 Tacoma GSP)**

6
7 All references to 45 calendar days shall be revised to read 60 calendar days.

8
9 **1-03.3 Execution of Contract**
10 **(January 19, 2022 APWA GSP)**

11 *Revise this section to read:*

12
13 Within 3 calendar days of Award date (not including Saturdays, Sundays and Holidays),
14 the successful Bidder shall provide the information necessary to execute the Contract to
15 the Contracting Agency. The Bidder shall send the contact information, including the full
16 name, email address, and phone number, for the authorized signer and bonding agent to
17 the Contracting Agency.

18
19 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
20 available for signature by the successful bidder on the first business day following
21 award. The number of copies to be executed by the Contractor will be determined by the
22 Contracting Agency.

23
24 Within 10 calendar days after the award date, the successful bidder shall return the
25 signed Contracting Agency-prepared contract, an insurance certification as required by
26 Section 1-07.18, a satisfactory bond as required by law and Section 1-03.4. the Transfer
27 of Coverage form for the Construction Stormwater General Permit with sections I, III,
28 and VIII completed when provided. Before execution of the contract by the Contracting
29 Agency, the successful bidder shall provide any pre-award information the Contracting
30 Agency may require under Section 1-02.15.

31
32 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
33 Agency nor shall any work begin within the project limits or within Contracting Agency-
34 furnished sites. The Contractor shall bear all risks for any work begun outside such
35 areas and for any materials ordered before the contract is executed by the Contracting
36 Agency.

37
38 If the bidder experiences circumstances beyond their control that prevents return of the
39 contract documents within the calendar days after the award date stated above, the
40 Contracting Agency may grant up to a maximum of 10 additional calendar days for
41 return of the documents, provided the Contracting Agency deems the circumstances
42 warrant it.

43
44 **1-03.4 Contract Bond**
45 **(July 23, 2015 APWA GSP)**

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

47
48 The successful bidder shall provide executed payment and performance bond(s) for the
49 full contract amount. The bond may be a combined payment and performance bond; or
50 be separate payment and performance bonds. In the case of separate payment and
51 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

27
28 **1-03.5 Failure to Execute Contract**
29 **(April 15, 2020 Tacoma GSP)**

30 *The first sentence is revised to read:*

31
32 Failure to return the insurance certification and bond with the signed contract as required
33 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
34 in the contract, or failure or refusal to sign the Contract, or failure to register as a
35 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
36 of this Bidder

37
38
39 **END OF SECTION**

40
41
42 **1-04 SCOPE OF THE WORK**

43
44 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
45 **Specifications, and Addenda**
46 **(March 13, 2012 APWA GSP)**

47 *Revise the second paragraph to read:*

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

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

11 **1-04.4 Changes**

12 **(*****)**

13 *Revise the fifth paragraph to read:*

14
15
16 For item 2, if the actual quantity of any item, exclusive of added or deleted amounts
17 included in agreed change orders, increases or decreases by more than 25 percent from
18 the original Plan quantity, the unit Contract prices for that item may be adjusted in
19 accordance with Section 1-04.6; provided that, the un-adjusted unit Contract price shall
20 apply to any Work completed prior to the Contractor receiving a written change order
21 approved by the Engineer, or an oral order from the Engineer before actually receiving
22 the written change order.

23
24 *The first two sentences of the last paragraph of Section 1-04.4 are deleted.*

25 **1-04.6 Variation in Estimated Quantities**

26 **(May 25, 2006 APWA GSP)**

27 *This section is supplemented with the following:*

28
29
30 The quantities for "Disposal of Waste Material", "Uniformed Police Officer for Traffic
31 Control", and "Shoring or Extra Excavation Class B", "Internal Reinstatement of Side
32 Sewers", have been entered into the Proposal only to provide a common proposal for
33 bidders. Actual quantities will be determined in the field as the work progresses, and will
34 be paid at the original bid price, regardless of final quantity. These bid items shall not be
35 subject to the provisions of 1-04.6 of the Standard Specifications.

36
37
38 **END OF SECTION**

39 **1-05 CONTROL OF WORK**

40 **1-05.3 Plans and Working Drawings**

41 **(January 6, 2015 Tacoma GSP)**

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

43 **1-05.3 Submittals**

1 The Contractor shall not install materials or equipment, which requires submittals, until
2 reviewed by the Contracting Agency. Late submissions by the Contractor shall not be
3 cause for time extension.

4
5 **Submittals shall be made per Bid Item, rather than per material. The Contractor**
6 **shall be responsible for ensuring that each submittal includes cut sheets and/or**
7 **other information for all pertinent materials necessary to complete the work for**
8 **each Bid Item. It is understood that producing submittals for each Bid Item may**
9 **require multiple submittals of common materials that are associated with more**
10 **than one Bid Item. The Contractor shall also be responsible for producing**
11 **submittals that may only be associated with a Specification Section, not a**
12 **particular Bid Item.**

13
14 The Contractor shall submit electronic copies of each submittal required by the Contract
15 Documents through the Contracting Agency's web based project management software,
16 e-Builder® (see Section 1-05.19), unless otherwise required in these Special Provisions.
17 This includes, but is not limited to:

- 18 • Shop Drawings/Plans
- 19 • Product Data
- 20 • Samples
- 21 • Reports
- 22 • Material Submittals (Ref. 1-06)
- 23 • Progress Schedules (Ref. 1-08.3)
- 24 • Guarantees/Warranties (Ref. 1-05.10)

25
26 Physical samples shall be delivered with a hardcopy transmittal of the e-Builder®
27 submittal.

28
29 The Engineer will return reviewed submittals through the e-Builder® web based project
30 management software for the Contractor's use.

31 32 **1-05.3(1) Submittal Schedule**

33
34 In conformance with section 1-08.3, the progress schedule shall be submitted and
35 reviewed prior to commencing any work. No delay claim shall be entertained for
36 Contractor's failure to comply.

37
38 No claim will be allowed for damages or extension of time resulting from rejection of a
39 submittal or the requirement of resubmittals as outlined by this section.

40
41 The Engineer's review will be completed as quickly as possible, but may require up to
42 ten (10) working days from the date the submittals or resubmittals are received until they
43 are sent to the Contractor. If more than ten (10) working days are required for the
44 Engineer's review of any individual submittal or resubmittal, an extension of time will be
45 considered in accordance with Section 1-08.8.

46 47 **1-05.3(2) Submittal Procedures**

48
49 Contractor submittals shall be in accordance with the following:
50

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

5
6 Each submittal shall have a unique number assigned to it (via e-Builder®). On each
7 page, indicate the page number, and total number of pages in each submittal.

8
9 Each submittal shall indicate the following:

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

19
20 When submitting product data, the Contractor shall modify drawings to delete any
21 information not applicable to the project and add information that is applicable to the
22 project. The Contractor shall mark copies of printed material to clearly identify the
23 pertinent materials, products or models.

24
25 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional
26 characteristics of product or material and full range of colors available. Field samples
27 and mock-ups, where required, shall be erected at the project site where directed by the
28 Engineer.

29
30 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in
31 submittals from requirements of the contract documents.

32
33 The City shall not be responsible for delays in reviewing submittals not submitted in
34 accordance with these specifications.

35 36 **1-05.3(3) Engineer's Review of Submittals**

37
38 The Engineer's review of drawings and data submitted by the Contractor will cover only
39 general conformity with the Contract drawings and specifications. The Engineer's review
40 of submittals shall not relieve the Contractor from responsibility for errors, omissions,
41 deviations, or responsibility for compliance with the Contract documents.

42
43 Review of a separate item does not constitute review of an assembly in which the item
44 functions.

45
46 When the submittal or resubmittal is marked "REVIEWED" no further correspondence is
47 required. When the submittal is marked "REVIEWED WITH COMMENTS" the
48 Contractor shall comply with any comments on the return submittal.

49 50 **1-05.3(4) Resubmittals**

1 When a submittal is marked “REVISE AND RESUBMIT” or “REJECTED,” the Contractor
 2 shall make the corrections as noted and instructed by the Engineer and resubmit via e-
 3 Builder®. The Contractor shall not install material or equipment that has received a
 4 review status of “REVISE AND RESUBMIT” or REJECTED”.

5
 6 When corrected copies are resubmitted, the Contractor shall in writing direct specific
 7 attention to all revisions and shall list separately any revision made other than those
 8 called for by the Engineer on previous submittals. E-Builder® will assign the resubmittal
 9 number of the original submittal followed by a revision number (1, 2, etc.) to indicate the
 10 sequence of the resubmittal.

11
 12 Each submittal shall have a unique number assigned to it (via e-Builder®).

13
 14 The Contractor shall revise returned submittals as required and resubmit until final
 15 review is obtained. Any associated progress delay due to the Contractor’s need to
 16 revise and resubmit is the Contractor’s sole responsibility.

17
 18 The Contractor shall verify that all exceptions previously noted by the Engineer have
 19 been accounted for.

20
 21 **1-05.3(5) Submittal Requirements by Section**

22
 23 The following is a general summary of submittal requirements. This summary is not
 24 inclusive of all submittal requirements and does not relieve the Contractor of their
 25 responsibility to provide submittals as noted in subsequent sections of the specifications.
 26 The Contractor shall review each bid item and individual section in the applicable
 27 provisions or specifications, as noted below, for specific requirements.
 28

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
4-04	Crushed Surfacing Top Course
4-04	Crushed Surfacing Base Course
5-04	Asphalt Mix Design Certification
5-05	Concrete Mix Design
2-07.3(1)	Hydrant Permit
7-05.	Manhole and Catch Basin Materials
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Storm Sewer Bypass Plan
7-08.3(5)	Noise Variance Permits
7-20.2	Example CCTV Pre-Installation Inspection and Reports

7-20.2	Example CCTV Post-Installation Inspection and Reports
7-20.3(4)	Waste Material Disposal Tickets
7-20.3(4)	Waste Material Disposal Information for Offsite Disposal
7-20.3(7)	Short Liner Repair on Host Pipe
7-21.1(2)	Manufacturer's Standards
7-21.1(2)	Certified Test Results for the Resin and Fabric Tubes
7-21.1(2)	Chemical Resistance Test Results
7-21.1(2)	CIPP Field Sample Test Results
7-21.1(2)	MSDS Sheets
7-21.1(2)	Informational Handout
7-21.1(2)	CIPP Installation Plan/Schedule
7-21.1(2)	Safety Plan
7-21.2(4)	List of Admixtures
7-21.2(4)	Resin Baseline IR Spectrum Chemical Fingerprint on 8 1/2" x 11" Format
7-21.2(4)	Quantity of Colorant Based on the Percent of Resin Weight
7-21.2(5)	Engineered Design Calculations for Liner Thicknesses
7-21.3(1)	Sample Wet Out Sheet
7-21.3(1)	Signed Copy of Wet Out Sheet (Batch Ticket) for Each Liner
7-21.3(2)A	Lubricant Information
7-21.3(2)B	Resin Manufacturer's Recommended Cure & Cool Down Procedures, Including Time Limits
7-21.3(2)B	Accelerant Manufacturer's Recommended Cure & Cool Down Time Limits
7-21.3(2)C	Methods, Materials, Equipment, & Procedures for Sealing Annular Space
7-21.3(2)C	Verification of Compatibility Between the Liner/Resin & Annular Space Sealant Mixture
7-21.3(5)	Post-Installation CCTV Inspections and Inspection Reports
7-21.3(8)	Warranty

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1-05.3(8) Clarifications

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys

Supplement this section with the following:

1 **1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility**
2 **Surveys**
3 **(July 23, 2015 APWA GSP, Option 1)**
4

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

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

13
14 On alley construction projects with minor grade changes, the Engineer shall provide only
15 offset hubs on one side of the alley to establish the alignment and grade.
16

17 **1-05.7 Removal of Defective and Unauthorized Work**
18 **(October 1, 2005 APWA GSP)**

19 *Supplement this section with the following:*
20

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

27 If the Contractor fails to comply with a written order to remedy what the Engineer
28 determines to be an emergency situation, the Engineer may have the defective and
29 unauthorized work corrected immediately, have the rejected work removed and
30 replaced, or have work the Contractor refuses to perform completed by using
31 Contracting Agency or other forces. An emergency situation is any situation when, in the
32 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
33 serious risk of loss or damage to the public.
34

35 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
36 remedying defective or unauthorized work, or work the Contractor failed or refused to
37 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
38 monies due, or to become due, the Contractor. Such direct and indirect costs shall
39 include in particular, but without limitation, compensation for additional professional
40 services required, and costs for repair and replacement of work of others destroyed or
41 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
42

43 No adjustment in Contract time or compensation will be allowed because of the delay in
44 the performance of the work attributable to the exercise of the Contracting Agency's
45 rights provided by this Section.
46

47 The rights exercised under the provisions of this section shall not diminish the
48 Contracting Agency's right to pursue any other avenue for additional remedy or
49 damages with respect to the Contractor's failure to perform the work as required.
50

1 **1-05.11 Final Inspection**

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

3
4 **1-05.11 Final Inspections and Operational Testing**
5 **(October 1, 2005 APWA GSP)**

6
7 **1-05.11(1) Substantial Completion Date**

8
9 When the Contractor considers the work to be substantially complete, the Contractor
10 shall so notify the Engineer and request the Engineer establish the Substantial
11 Completion Date. The Contractor's request shall list the specific items of work that
12 remain to be completed in order to reach physical completion. The Engineer will
13 schedule an inspection of the work with the Contractor to determine the status of
14 completion. The Engineer may also establish the Substantial Completion Date
15 unilaterally.

16
17 If, after this inspection, the Engineer concurs with the Contractor that the work is
18 substantially complete and ready for its intended use, the Engineer, by written notice to
19 the Contractor, will set the Substantial Completion Date. If, after this inspection the
20 Engineer does not consider the work substantially complete and ready for its intended
21 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
22 therefore.

23
24 Upon receipt of written notice concurring in or denying substantial completion, whichever
25 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
26 interruption, the work necessary to reach Substantial and Physical Completion. The
27 Contractor shall provide the Engineer with a revised schedule indicating when the
28 Contractor expects to reach substantial and physical completion of the work.

29
30 The above process shall be repeated until the Engineer establishes the Substantial
31 Completion Date and the Contractor considers the work physically complete and ready
32 for final inspection.

33
34 **1-05.11(2) Final Inspection and Physical Completion Date**

35
36 When the Contractor considers the work physically complete and ready for final
37 inspection, the Contractor by written notice, shall request the Engineer to schedule a
38 final inspection. The Engineer will set a date for final inspection. The Engineer and the
39 Contractor will then make a final inspection and the Engineer will notify the Contractor in
40 writing of all particulars in which the final inspection reveals the work incomplete or
41 unacceptable. The Contractor shall immediately take such corrective measures as are
42 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,
43 diligently, and without interruption until physical completion of the listed deficiencies.
44 This process will continue until the Engineer is satisfied the listed deficiencies have been
45 corrected.

46
47 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
48 written notice listing the deficiencies, the Engineer may, upon written notice to the
49 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
50 Section 1-05.7.

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

4
5 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
6 Contracting Agency, in writing, of the date upon which the work was considered
7 physically complete. That date shall constitute the Physical Completion Date of the
8 Contract, but shall not imply acceptance of the work or that all the obligations of the
9 Contractor under the contract have been fulfilled.

10 11 **1-05.11(3) Operational Testing**

12
13 It is the intent of the Contracting Agency to have at the Physical Completion Date a
14 complete and operable system. Therefore when the work involves the installation of
15 machinery or other mechanical equipment; street lighting, electrical distribution or signal
16 systems; irrigation systems; buildings; or other similar work it may be desirable for the
17 Engineer to have the Contractor operate and test the work for a period of time after final
18 inspection but prior to the physical completion date. Whenever items of work are listed in
19 the Contract Provisions for operational testing they shall be fully tested under operating
20 conditions for the time period specified to ensure their acceptability prior to the Physical
21 Completion Date. During and following the test period, the Contractor shall correct any
22 items of workmanship, materials, or equipment which prove faulty, or that are not in first
23 class operating condition. Equipment, electrical controls, meters, or other devices and
24 equipment to be tested during this period shall be tested under the observation of the
25 Engineer, so that the Engineer may determine their suitability for the purpose for which
26 they were installed. The Physical Completion Date cannot be established until testing
27 and corrections have been completed to the satisfaction of the Engineer.

28
29 The costs for power, gas, labor, material, supplies, and everything else needed to
30 successfully complete operational testing, shall be included in the unit Contract prices
31 related to the system being tested, unless specifically set forth otherwise in the proposal.

32
33 Operational and test periods, when required by the Engineer, shall not affect a
34 manufacturer's guaranties or warranties furnished under the terms of the Contract.

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

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

40 41 **1-05.15 Method of Serving Notices** 42 **(March 25, 2009 APWA GSP)**

43 *Revise the second paragraph to read:*

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

1
2 *Add the following new section:*

3
4 **1-05.16 Water and Power**
5 **(October 1, 2005 APWA GSP)**

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

10
11 *Add the following new section:*

12
13 **1-05.19 Project Management Communications**
14 **(March 16, 2018 Tacoma GSP)**

15
16 **1-05.19(1) Summary**

17
18 The Contractor shall use the Internet web based project management communications
19 tool, e-Builder® ASP software, and protocols included in that software during this
20 project. The use of project management communications as herein described does not
21 replace or change any contractual responsibilities of the participants.

22
23 User registration, electronic and computer equipment, and internet connections are the
24 responsibility of each project participant.

25
26 Nothing in this specification or the subsequent communications supersedes the parties'
27 obligations and rights for copyright or document ownership as established by the
28 Contract Documents. The use of CAD files, processes, or design information distributed
29 in this system is intended only for the project specified herein.

30
31 **1-05.19(2) Training & Support**

32
33 A group training session scheduled by the Contracting Agency will be provided for the
34 Contractor at a City of Tacoma training facility. The training session duration is generally
35 4 hours. The Contractor's e-Builder® users are required to attend the scheduled training
36 sessions that they are assigned to. Requests for specific scheduled classes will be on a
37 first come first served basis by availability.

38
39 **1-05.19(3) Authorized Users**

40
41 Access to the web site will be by individuals who are licensed users.

- 42
43 1. The City will provide the Contractor with up to four licensed user accounts for the
44 duration of the project. The sharing of user accounts is prohibited.
45 2. Additional licensed user accounts may be purchased from e-Builder®.
46 3. Authorized users will be contacted via e-mail with a temporary user password.
47 The user shall update the required information at their first log-in and be
48 responsible for proper password protection.
49 4. Only entities with a direct Contract with the Contracting Agency will be allowed to
50 be an authorized user.
51

1 **1-05.19(4) Communications**

2
3 The use of fax, email and courier communication for this project is discouraged in favor
4 of using e-Builder® to send messages. Communication functions are as follows:

- 5
6 1. Document Integrity and Revisions: Documents, comments, drawings and other
7 data posted to the system remain a permanent component of the project. The
8 originator, time and date are recorded for each document submitted to the
9 system. Submitting a new document or record with a unique ID, originator, and
10 time stamp is the method used to make modifications or corrections.
- 11 2. Document Security: The system provides a method for communication of
12 documents. Documents allow security group assignment to respect the
13 contractual parties' communication with the exception that the Contracting
14 Agency Administrative Users have access to everything. **DO NOT POST**
15 **PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**
- 16 3. Notifications and Distribution: Document distribution to project members may be
17 accomplished both within the e-Builder® system and via email depending on
18 user settings. Project document distribution to parties outside of the project
19 communication system may be accomplished by secure email of outgoing
20 documents and attachments, readable by a standard email client.
- 21 4. Except for paper documents which require original signatures and large format
22 documents (greater than 11 x 17 inches), all other documents shall be submitted
23 by transmission in electronic form to the e-Builder® web site by licensed users.
- 24 a. Large format documents may be transmitted by hardcopy and
25 electronically via e-Builder® as otherwise agreed, or as otherwise noted
26 in the specifications.
- 27 b. Electronic processes and document types that shall be managed via e-
28 Builder® include, but are not limited to:
- 29 i. Request for Information (RFI)
 - 30 ii. Change Order (CO)
 - 31 iii. Submittals
 - 32 iv. Transmittals, including record of documents and materials
33 delivered in hard copy
 - 34 v. Meeting Minutes
 - 35 vi. Application for Payments
 - 36 vii. Review Comments
 - 37 viii. Inspector's Daily Field Reports (IDR)
 - 38 ix. Construction Photographs
 - 39 x. Drawings
 - 40 xi. Supplemental Sketches
 - 41 xii. Schedules
 - 42 xiii. Specifications
 - 43 xiv. Inspection Reports
 - 44 xv. Survey Requests
 - 45 xvi. TV Inspection Requests
- 46

47 **1-05.19(5) Record Keeping**

- 48
49 1. The Contracting Agency, their representatives, and the Contractor shall respond
50 to electronic documents received from e-Builder® and consider them as if
51 received in paper document form.

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

10 11 **1-05.19(6) Minimum Equipment Requirements**

12
13 In addition to other requirements specified in this Section, the Contractor shall be
14 responsible for providing suitable computers, necessary software and internet access to
15 utilize e-Builder®. Furthermore, Microsoft Word, Microsoft Excel, and Adobe Acrobat
16 Reader (compatible with current versions) are required. Contact e-Builder® for any
17 additional equipment requirements and support at the following website: <http://www.e-builder.net/services/support>.

18
19
20 No separate payment will be made for the use of e-Builder®, as this will be considered
21 incidental to the Contract. All costs incurred to carry out the requirements of utilizing and
22 maintaining e-Builder®, including but not limited to, labor, training, equipment, and
23 required software are the sole responsibility of the Contractor.

24 25 26 **END OF SECTION**

27 28 29 **1-06 CONTROL OF MATERIAL**

30 31 **1-06.1 Approval of Materials Prior To Use** 32 **(September 15, 2010 Tacoma GSP)**

33 *The first sentence is revised to read:*

34
35 All materials and equipment shall be submitted for review in accordance with section 1-
36 05.3 of these special provisions.

37
38 For aggregates, the Contractor shall notify the Engineer of all proposed aggregates.
39 The Contractor shall use the Aggregate Source Approval (ASA) Database.

40
41 All equipment, materials, and articles incorporated into the permanent Work:

- 42
43 1. Shall be new, unless the Special Provisions or Standard Specifications permit
44 otherwise;
- 45
46 2. Shall meet the requirements of the Contract and be approved by the Engineer;
- 47
48 3. May be inspected or tested at any time during their preparation and use; and
- 49
50 4. Shall not be used in the Work if they become unfit after being previously
51 approved.

1
2 **1-06.1(1) Qualified Products List (QPL)**

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

4
5 QPL's are not accepted by the City.

6
7 **1-06.1(2) Request for Approval of Material (RAM)**

8 *This section is deleted in its entirety.*

9
10
11 **END OF SECTION**

12
13
14 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

15
16 **1-07.1 Laws to be Observed**
17 **(October 1, 2005 APWA GSP)**

18 *Supplement this section with the following:*

19
20 In cases of conflict between different safety regulations, the more stringent regulation
21 shall apply.

22
23 The Washington State Department of Labor and Industries shall be the sole and
24 paramount administrative agency responsible for the administration of the provisions of
25 the Washington Industrial Safety and Health Act of 1973 (WISHA).

26
27 The Contractor shall maintain at the project site office, or other well known place at the
28 project site, all articles necessary for providing first aid to the injured. The Contractor
29 shall establish, publish, and make known to all employees, procedures for ensuring
30 immediate removal to a hospital, or doctor's care, persons, including employees, who
31 may have been injured on the project site. Employees should not be permitted to work
32 on the project site before the Contractor has established and made known procedures
33 for removal of injured persons to a hospital or a doctor's care.

34
35 The Contractor shall have sole responsibility for the safety, efficiency, and adequacy of
36 the Contractor's plant, appliances, and methods, and for any damage or injury resulting
37 from their failure, or improper maintenance, use, or operation. The Contractor shall be
38 solely and completely responsible for the conditions of the project site, including safety
39 for all persons and property in the performance of the work. This requirement shall
40 apply continuously, and not be limited to normal working hours. The required or implied
41 duty of the Engineer to conduct construction review of the Contractor's performance
42 does not, and shall not, be intended to include review and adequacy of the Contractor's
43 safety measures in, on, or near the project site.

44
45 **1-07.2 State Taxes**
46 **(January 6, 2015 TACOMA GSP)**

47 *Supplement this section with the following:*

48
49 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in
50 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications
51 for Road, Bridge, and Municipal Construction.

1
2 **1-07.9 Wages**

3
4 **1-07.9(5) Required Documents**
5 **(March 1, 2004 Tacoma GSP)**

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

7
8 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
9 subcontractors or agents.

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

12
13 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
14 dollar amount paid to each employee for each employee classification.

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

19
20 **1-07.15 Temporary Water Pollution/Erosion Control**
21 **(March 23, 2010 Tacoma GSP)**

22 *This section is supplemented with the following:*

23
24 Stormwater or dewatering water that has come in contact with concrete rubble, concrete
25 pours, or cement treated soils shall be maintained to pH 8.5 or less before it is allowed
26 to enter waters of the State or the City stormwater system. If pH exceeds 8.5, the
27 Contractor shall immediately discontinue work and initiate treatment according to the
28 plan to lower the pH. Work may resume, with treatment, once the pH of the stormwater
29 is 8.5 or less or it can be demonstrated that the runoff will not reach surface waters or
30 the City stormwater system.

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

48
49 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
50 **(February 9, 2011 Tacoma GSP)**

1 *This section is revised to read:*

2
3 The Contractor shall prepare a project-specific spill prevention, control, and
4 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The
5 Contractor shall submit the plan to the Project Engineer no later than the date of the
6 preconstruction conference. No on-site construction activities may commence until the
7 Contracting Agency accepts an SPCC Plan for the project.

8
9 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
10 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
11 Manual (M 31-11). Occupational safety and health requirements that may pertain to
12 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
13 296-843.

14 **Implementation Requirements**

15
16 The SPCC Plan shall be updated by the Contractor throughout project construction so
17 that the written plan reflects actual site conditions and practices. The Contractor shall
18 update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan
19 on the project site. All project employees shall be trained in spill prevention and
20 containment, and they shall know where the SPCC Plan and spill response kits are
21 located and have immediate access to them.

22
23 If hazardous materials are encountered or spilled during construction, the Contractor
24 shall do everything possible to control and contain the material until appropriate
25 measures can be taken. The Contractor shall supply and maintain spill response kits of
26 appropriate size within close proximity to hazardous materials and equipment.

27
28 The Contractor shall implement the spill prevention measures identified in the SPCC
29 Plan before performing any of the following:

- 30
31 1. Placing materials or equipment in staging or storage areas.
- 32
33 2. Refueling, washing, or maintaining equipment.
- 34
35 3. Stockpiling contaminated materials.

36 **SPCC Plan Element Requirements**

37
38 The SPCC Plan shall set forth the following information in the following order:

- 39
40 1. **Responsible Personnel**
41 Identify the name(s), title(s), and contact information, including a 24/7 emergency
42 contact number, for the personnel responsible for implementing and updating the
43 plan, including all spill responders.
44
- 45 2. **Spill Reporting**
46 List the names and telephone numbers of the Federal, State, and local agencies
47 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
48 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
49 City Source Control Spill Response number at 253.502.2222.
50
- 51 3. **Project and Site Information**

- 1 Describe the following items:
2 A. The project Work.
3 B. The site location and boundaries.
4 C. The drainage pathways from the site, including both stormwater and sanitary
5 conveyance pathways.
6 D. Nearby waterways and sensitive areas and their distances from the site.
7
- 8 4. Potential Spill Sources
9 Describe each of the following for all potentially hazardous materials brought or
10 generated on-site (including materials used for equipment operation, refueling,
11 maintenance, or cleaning):
12 A. Name of material and its intended use.
13 B. Estimated maximum amount on-site at any one time.
14 C. Location(s) (including any equipment used below the ordinary high water line)
15 where the material will be staged, used, and stored and the distance(s) from
16 nearby waterways and sensitive areas.
17 D. Decontamination location and procedure for equipment that comes into
18 contact with the material.
19 E. Disposal procedures.
20 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
21 material.
- 22 5. Pre-Existing Contamination
23 Describe any pre-existing contamination and contaminant sources (such as
24 buried pipes or tanks) in the project area that are described in the Contract
25 documents. Identify equipment and work practices that will be used to prevent
26 the release of contamination.
27
- 28 6. Spill Prevention and Response Training
29 Describe how and when all personnel (including refueling Contractors and
30 Subcontractors) will be trained in spill prevention, containment, and response in
31 accordance with the Plan. Describe how and when all spill responders will be
32 trained in accordance with WAC 296-824.
33
- 34 7. Spill Prevention
35 Describe the following items:
36
37 A. Spill response kit contents and location(s).
38 B. Security measures for potential spill sources.
39 C. Secondary containment practices and structures for all containers to handle
40 the maximum volume of potential spill of hazardous materials.
41 D. Methods used to prevent stormwater from contacting hazardous materials.
42 E. Site inspection procedures and frequency.
43 F. Equipment and structure maintenance practices.
44 G. Daily inspection and cleanup procedures that ensure all equipment used
45 below the ordinary high water line is free of all external petroleum-based
46 products.
47 H. Refueling procedures for equipment that cannot be moved from below the
48 ordinary high water line.
49
- 50 8. Spill Response

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

7 Response procedures shall be outlined in the Spill Response section and shall
8 include notification to the City of Tacoma Wastewater Treatment Plant
9 Operations number at 253.591.5595 and the City Source Control Spill Response
10 number at 253.502.2222.
11

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

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

27 9. Project Site Map

28 Provide a map showing the following items:
29

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

39 10. Spill Report Forms

40 Provide a copy of the spill report form(s) that the Contractor will use in the event
41 of a release or spill.
42

43 **Payment**

44 Payment will be made in accordance with Section 1-04.1 for the following Bid item when
45 it is included in the Proposal:
46

47 "SPCC Plan," lump sum.
48

49 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor
50 shall receive 50-percent of the lump sum Contract price for the plan.
51

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

3
4 The lump sum payment for “SPCC Plan” shall be full pay for:

- 5
6 1. All costs associated with creating the accepted SPCC Plan.
- 7
8 2. All costs associated with providing and maintaining the on-site spill prevention
9 equipment described in the accepted SPCC Plan.
- 10
11 3. All costs associated with providing and maintaining the on-site standby spill
12 response equipment and materials described in the accepted SPCC Plan.
- 13
14 4. All costs associated with implementing the spill prevention measures identified in
15 the accepted SPCC Plan.
- 16
17 5. All costs associated with updating the SPCC Plan as required by this
18 Specification.

19
20 As to other costs associated with releases or spills, the Contractor may request payment
21 as provided for in the Contract. No payment shall be made if the release or spill was
22 caused by or resulted from the Contractor’s operations, negligence, or omissions.

23 24 **1-07.16 Protection and Restoration of Property**

25 26 **1-07.16(1) Private/Public Property**

27 **(*****)**

28
29 *This section is supplemented with the following:*

30
31 The Contractor shall contact all property owners and tenants in the vicinity of this project,
32 via newsletter/ mailing, a minimum of one (1) week prior to start of construction.

33
34 The Contractor shall submit a simple informational handout aimed to educate property
35 owners on the odors associated with the lining process. The Contractor shall distribute
36 the informational handout to residents prior to the main segment rehabilitation. The
37 distribution area shall include the properties on the segment to be lined as well as the
38 properties on the upstream and downstream segments.

39
40 The Contractor shall provide a 24-hour notice to inform the resident of the time period
41 their side sewer will be out of commission, unless bypass is provided, and to
42 recommend against water usage during this period. The Contractor shall make personal
43 contact with any home or business which cannot be reconnected within the time stated
44 in the written notice and make provisions to bypass flows.

45
46 The newsletter/ mailing shall include the following information:

- 47 • Project Name
- 48 • Name and address of Contractor
- 49 • Name and phone number of Contractor representatives, including an
50 emergency contact

- 1 • Name and phone number of City representative

2

3 The Contractor shall submit a draft of the property owner notifications prior to
4 posting/mailing.

5

6 *This section is supplemented with the following:*

7

8 **Stormwater Segment #6267476 (Parking Lot West of Foss High School at 2112 S.**
9 **Tyler St.)**

10

11 The Contractor shall provide notification to Foss High School, at a minimum, of 10
12 working days, in advance of construction activities. Contractor shall provide schedule
13 updates of the pre-cctv cleaning work and lining work with the school contacts.

14

15 The Foss High School contacts are:

- 16 • Lysandra Ness, Principal, lness@Tacoma.K12.Wa.US , 253-571-7305
17 • Mark Kilcup, Assistant Principal, mkilcup@Tacoma.K12.Wa.US , 253-571-7311
18 • Jessie Bales, Office Manager, jbales1@Tacoma.K12.Wa.US , 253-571-7468
19 • Vasily Dimov, Chief Custodian, vdimov@Tacoma.K12.Wa.US

20

21 **Stormwater Segments #6262970, #6300025 (S. 38th St. From S. "K" St. to S. "J" St.)**

22

23 The Contractor shall notify these residents and businesses with frontage access to S.
24 38th from S. "K" St. to S. "J" St., at a minimum, of 10 working days, in advance of
25 construction activities.

26

27 The businesses with frontage access to this project site are:

- 28 • 1102 S. 38th St.
29 • 3803 S. K. St.
30 • 1002 S. 38th St.
31 • 870 S. 38th St.
32 • 858 S. 38th St.
33 • 820 S. 38th St.
34 • 3737 S. K. St.
35 • 1001 S. 38th St.
36 • 861 S 38th St.
37 • 851 S. 38th St.
38 • 821 S. 38th St.

39

40 **1-07.17 Utilities and Similar Facilities**

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

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

43

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

1
2 The Contractor shall coordinate their work with all utilities and other organizations which
3 have to adjust or revise their facilities within the project area. These may include, but
4 are not limited to:

- 5
- 6 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 7 • City of Tacoma Water Division, Contact: Kimberly Beard, phone: (253) 396-3317
- 8 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 9 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
10 Brian.Munson@Rainierconnect.net
- 11 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790;
12 michael.klapperich@pse.com OR Amber Uhls, Gas, phone: (253) 476-6137;
13 amber.uhls@pse.com
- 14 • Lumen, Contact: Al (Aliyah) Skaro, relocations@lumen.com
- 15 • Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545;
16 chrisjanoski@terratechllc.net
- 17 • Comcast, Contact: Todd Gallant, phone: (253) 878-4955,
18 todd_gallant@cable.comcast.com
- 19 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425) 896-
20 9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve Duppenenthaler,
21 phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson, phone: (425)
22 896-9839; roberta.anderson@sienaengineeringgroup.com
- 23 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 24 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 25 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 26 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 27 • T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725;
28 sschauer@cogentco.com
- 29 • Zayo Communications, Contact: Phil Braum, phil.braum@zayo.com ;
30 zayo.relo.washington@zayo.com

31
32 If the Contractor plans to excavate or trench within ten (10) feet of any utility pole or
33 other electric or water utility structure owned by the City of Tacoma, the Contractor shall
34 contact the City of Tacoma, Department of Public Utilities, Field Coordinator, telephone
35 number 502-8044, and arrange for an inspection before proceeding. The Contractor
36 shall perform, at the Contractor's expense, such additional work as is required to protect
37 the pole or structure from subsidence. The Contractor may be directed to suspend work
38 at the site of any such excavation until such utility structures are adequately protected.

39
40 Garbage, recycling, and yard waste pick up within the project limits is on various days
41 and the Contractor should check the website
42 <http://www.govme.com/Common/govME/MyTacoma/CollectionCalendar.aspx> and
43 coordinate their work appropriately or call (253) 591-5543 for detailed schedules within
44 the project limits.

45 **1-07.18 Public Liability and Property Damage Insurance**

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

47 **1-07.18 Insurance**

48
49 **(*****)**
50

1
2 During the course and performance of the services herein specified, the Contractor will
3 maintain the insurance coverage in the amounts and in the manner specified in the City
4 of Tacoma Insurance Requirements as is applicable to the services and deliverables
5 provided under this Contract. The City of Tacoma Insurance Requirements document is
6 fully incorporated herein by reference.

7
8 Failure by the Contracting Agency to identify a deficiency in the insurance
9 documentation provided by the Contractor or failure of the Contracting Agency to
10 demand verification of coverage or compliance by the Contractor with these insurance
11 requirements shall not be construed as a waiver of the Contractor's obligation to
12 maintain such insurance.

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

15
16 **A copy of the City of Tacoma Insurance Requirements is included in Appendix C**
17 **of these Special Provisions.**

18
19 **1-07.23 Public Convenience and Safety**

20
21 **1-07.23(1) Construction Under Traffic**
22 **(May 2, 2017 APWA GSP)**

23
24 *Revise the third sentence of the second paragraph to read:*

25
26 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
27 approved by the Contracting Agency activating pedestrian recall timing or other
28 accommodation may be allowed during construction.

29
30 **1-07.23(1) Construction under Traffic**

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

32 *This section is supplemented with the following:*

33
34 The following special traffic requirements shall be adhered to during all phases of
35 construction:

36
37 N. Pine St., N. 19th St., N. 20th St., 6th Avenue, Mildred St., N. 9th St., N. 11th St., N. "J"
38 St., N. "I" St., Yakima Ave., N. "G" St., Tacoma Ave., S. Trafton St., Martin Luther King
39 Jr. Way, Broadway, S. 11th St., S. 12th St., Moorlands Drive, Tyler St., Union Ave., S. 18th
40 St., S. 19th St., Center St., Gunnison St., Madison St., Proctor St., Mason Ave., S. 27th
41 St., E.J. St., Upper Park St., E. 30th St., Delin St., Pacific Ave., Tacoma Ave. S., S. 38th
42 St., S. "K" St., S. "J" St., S. "G" St., S. 48th St. S. 46th St., S. "I" St., S. 70th St., Prospect
43 St., S. 56th St., S 72nd St., S. Park Ave., Tacoma Mall Blvd, S. 78th St. and S. 80th St.
44 shall remain open to vehicular and pedestrian traffic at all times.

45
46 No work is permitted to occur within the City's various business districts and downtown
47 areas during the period from November 24, 2024 through January 1, 2025.

1 No work is permitted to occur in Broadway during the Broadway Farmers Market
2 daytime operating hours on Thursdays between 10 AM through 3 PM during the period
3 from May 2, 2024 through October 31, 2024.

4
5 EXCEPTION:

- 6
- 7 • Alleys may be closed during construction but should allow for access from one
8 end or the other if practicable. If the alley provides exclusive access to
9 properties with no other access means, then any proposed closure of the alley
10 (or situation in which property access is restricted and/or at least 10 feet of the
11 alleyway cannot be maintained as passable) must be coordinated with the
12 affected property owners (and City services who might use the alley) at least
13 10 calendar days in advance to determine an acceptable date/time/duration for
14 the work. Closures for a given alley shall not extend across intersecting
15 roadways nor include sequential segments of alley at the same time.
16 Contractor shall reopen alleys at the conclusion of each work shift, or if the
17 work requires continuous closure provisions, then affected properties shall be
18 contacted at least 10 calendar days in advance and access arrangements
19 made to the extent possible with respect to completing the scope of work. Prior
20 to work in alleyways, the Contractor shall contact Solid Waste Department at
21 253-591-5544 at least 5 working days in advance regarding potential impacts
22 to solid waste pickup. It is recommended that the Contractor schedule work in
23 alleys around refuse pickup days or provide measures to accommodate pickup
24 around the construction activities.

 - 25 • Non-arterial roadways can be closed to through traffic, although paralleling
26 non-arterial closures are not permitted concurrently. Local traffic and property
27 access shall be maintained at all times, and when in proximity to (in-session)
28 schools and/or working on arrival/departure routes for (in-session) schools, the
29 working times shall be limited to 9:30 AM and 2:30 PM on weekdays (school
30 days) or on weekends from 9 AM to 9 PM or from 9 PM to 5 AM (with noise
31 variance approval). Contractor shall reopen the street and all parking areas at
32 the conclusion of each work shift.

 - 33 • Work being performed on non-arterial streets that create an encroachment into
34 an intersecting arterial roadway may only do so with proper temporary traffic
35 control provisions, which include maintaining two-way traffic in separate lanes,
36 and only from 9 AM to 3 PM.

 - 37 • Two-way (as applicable) traffic in separate lanes along all arterial streets must
38 be maintained as a default traffic control objective (exceptions are identified
39 below). Any work/work zone within an arterial roadway that requires a shift of
40 travel lanes (in order to maintain two-way traffic) is restricted to doing so only
41 from 9 AM to 3 PM (or from 9 PM to 5 AM with approved noise variance) and
42 must have written confirmation from the contractor that proper roadway vertical
43 and horizontal clearances are available (or can be made available through
44 contractor's means) within the proposed roadway space to be used for moving
45 traffic. Any work/work zone within an arterial roadway that only impacts parking
46 is permitted to be in effect from 7 AM to 5 PM (or 9 PM to 5 AM with approved

1 noise variance) with proper 72-hour (minimum) advance notice of parking
2 restrictions.

3 Exceptions:

4 ○ Two-way, one-lane flagger control (and potential complementary
5 detour relying on the arterial roadway network) on an arterial will only
6 be considered (with provided supporting reasons) during off-peak hours
7 (including night time with approved noise variance) when no other
8 means to conduct the work is possible, with specific working times (e.g.,
9 limited daytime working hours or possibly night-only times with
10 approved noise variance) to be determined on a case-by-case basis.
11 Additional traffic control provisions, such as advance PCMS
12 deployment, may be required depending on the situation/particular
13 arterial roadway. Contractor shall reopen the roadway and all parking
14 areas at the conclusion of each work shift.

15 ○ Any proposed closure of an intersection and/or roadway, including an
16 arterial roadway if one direction of traffic flow is able to be maintained,
17 can be considered in extenuating circumstances (and with provided
18 supporting reasons) with at least 10 working days' notice and proposed
19 traffic control/detour plan. Depending on the location, temporary traffic
20 control provisions may include, but is not limited to, advance notification
21 (minimum 7 days) to City departments, other agencies, and affected
22 businesses; advance notice (by a minimum of 7 days), and continued
23 during for the work duration, to the traveling public via PCMS; and a
24 signed detour utilizing pre-approved roadways (an arterial route must
25 be available if proposing to directionally close an arterial roadway or
26 intersection). Contractor shall fully reopen the roadway/intersection at
27 the conclusion of each workday (or shift) and cover/remove any
28 associated traffic control/detour signing. Concurrent closures, whether
29 a part of this project or overlapping from potential other
30 projects/construction, of this nature within the same general area will
31 not be permitted.

32 • Even if adjacent roadway vehicle traffic is closed/restricted, there shall be at
33 least one parallel pedestrian route (equivalent accessibility to the pre-existing
34 conditions) that is available to traverse along the closed roadway. Regardless
35 of the roadway control provisions, if any pedestrian route cannot be maintained
36 (with adequate supporting reasoning), then a signed pedestrian detour route
37 (or pedestrian bypass meeting or exceeding City's requirements) must be
38 established and approved by the City.

39 • Any work/traffic control provision that affects pedestrian accessibility at a given
40 corner of an intersection must be limited to that given corner, with the remaining
41 three corners at the intersection (at a minimum) being used to facilitate a
42 pedestrian detour, until full accessibility or an accessible connection with at
43 least one other corner can be re-established. Regardless of location/situation,
44 any temporary pedestrian access path/route that may be employed shall
45 provide equivalent to, or better, accessibility than the unavailable path/route in

1 accordance with the Americans with Disabilities Act and the Proposed
2 Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way
3 (PROWAG).

- 4 • Any one-way roadways impacted by work/work zone/temporary traffic control
5 provisions may require additional provisions or specific working times based
6 on preserving property access at all times.

- 7 • Any work near Tacoma Public Schools must be coordinated at a minimum of,
8 10 working days, in advance with the City project for any potential work zone
9 conflicts.

- 10 • Any work in S. 38th Street in the Lincoln Business District must be coordinated
11 at a minimum of, 10 working days, in advance with the City for any potential
12 work zone conflicts.

- 13 • Any work in Broadway near the Broadway Farmers Market must be
14 coordinated at a minimum of, 10 working days, in advance with the City for any
15 potential work zone conflicts.

- 16 • Any of the above scenarios that affect the normal operation of traffic signal
17 controls shall require the use of Uniformed Police Officers (UPOs), with
18 Tacoma Police Department having first right of refusal to provide those
19 services. Flagging within a signalized intersection and/or its functional area is
20 not permitted unless it is coordinated with the use of Uniform Police Officers.

21
22 Contractor must provide proper advance notice per the City of Tacoma Traffic Control
23 Handbook prior to any traffic revisions.

24
25 To minimize the disruption to access to adjacent properties, and to Pierce Transit
26 operations, the lane closure area shall be limited to that area of active work and
27 necessary for appropriate lane closure tapers. The Contractor shall stage work to
28 maintain access to and egress from all properties at all times.

29
30 A safe pedestrian access shall be provided at all times through the project area. All lane
31 closures shall be coordinated with the adjacent businesses, other contractors working
32 within the project vicinity, local transit agencies and the City.

33
34 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
35 construction work, parking may be restricted either entirely or during the time when it
36 creates a hazard. Signs for restricting parking shall be approved by the City and placed
37 by the Contractor. The Contractor shall be responsible for and shall maintain all such
38 signs. The replacement of signs restricting parking shall be as approved by the
39 Engineer.

40
41 The Contractor shall notify all property owners and tenants of detours, street and alley
42 closures, or other restrictions that may interfere with their access. Notification shall be at
43 least twenty-four (24) hours in advance for residential property, and at least forty-eight
44 (48) hours in advance for commercial property.

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

4
5 If street closures or lane restrictions, not provided for in the Specifications, are allowed
6 subsequent to award of the contract, an equitable adjustment of the Contract amount
7 shall be negotiated.

8
9 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
10 areas of public traffic or where such debris may be transported into a drainage system.
11 When construction operations are such that debris from the work is deposited on the
12 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or
13 debris which may accumulate on the roadway surface. Should daily removal be
14 insufficient to keep the streets clean, the Contractor shall perform removal operations on
15 a more frequent basis. If the Engineer determines that a more frequent cleaning is
16 impractical or if the Contractor fails to keep the streets free from deposits and debris
17 resulting from the work, the Contractor shall, upon order of the Engineer, provide
18 facilities for and remove all deposits from the tires or between wheels before trucks or
19 other equipment will be allowed to travel over paved streets. Should the Contractor fail
20 or refuse to clean the streets in question, or the trucks or equipment in question, the
21 Engineer may order the work suspended at the Contractor's risk until compliance with
22 Contractor's obligations is assured, or the Engineer may order the streets in question
23 cleaned by others and such costs incurred by the City in achieving compliance with
24 these contract requirements, including cleaning of the streets, shall be deducted from
25 moneys due or to become due the Contractor on monthly estimate. The Contractor shall
26 have no claim for delay or additional costs should the Engineer choose to suspend the
27 Contractor's work until compliance is achieved.

28
29 **1-07.23(2) Construction and Maintenance of Detours**
30 **(April 1, 2018 Tacoma GSP)**

31 *This section is supplemented with the following:*

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

47
48 The Contractor shall notify the Engineer three (3) working days in advance of
49 implementation of any street closures/detours allowed under the Contract. Advance
50 notice signing shall be placed a minimum of three (3) working days prior to
51 implementation of any street closure/detour.

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

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

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

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

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

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

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

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

44
45 Each property owner shall be given 48 hours' notice prior to entry by the Contractor.
46 This includes entry onto easements and private property where private improvements
47 must be adjusted.

48
49 The Contractor shall be responsible for providing, without expense or liability to the
50 Contracting Agency, any additional land and access thereto that the Contractor may
51 desire for temporary construction facilities, storage of materials, or other Contractor

1 needs. However, before using any private property, whether adjoining the work or not,
2 the Contractor shall file with the Engineer a written permission of the private property
3 owner, and, upon vacating the premises, a written release from the property owner of
4 each property disturbed or otherwise interfered with by reasons of construction pursued
5 under this contract. The statement shall be signed by the private property owner, or
6 proper authority acting for the owner of the private property affected, stating that
7 permission has been granted to use the property and all necessary permits have been
8 obtained or, in the case of a release, that the restoration of the property has been
9 satisfactorily accomplished. The statement shall include the parcel number, address,
10 and date of signature. Written releases must be filed with the Engineer before the
11 Completion Date will be established.
12

13
14 **END OF SECTION**
15

16
17 **1-08 PROSECUTION AND PROGRESS**
18

19 *Add the following new section:*

20 **1-08.0 Preliminary Matters**
21 **(May 25, 2006 APWA GSP)**
22

23 **1-08.0(1) Preconstruction Conference**
24 **(October 10, 2008 APWA GSP)**
25

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

- 29 1. To review the initial progress schedule;
- 30 2. To establish a working understanding among the various parties associated or
31 affected by the work;
- 32 3. To establish and review procedures for progress payment, notifications,
33 approvals, submittals, etc.;
- 34 4. To establish normal working hours for the work;
- 35 5. To review safety standards and traffic control; and
- 36 6. To discuss such other related items as may be pertinent to the work.
37

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

- 39 1. A breakdown of all lump sum items;
- 40 2. A preliminary schedule of working drawing submittals; and
- 41 3. A list of material sources for approval if applicable.
42

43 *Add the following new section:*

44 **1-08.0(2) Hours of Work**
45 **(*****)**
46

47 Except in the case of emergency or unless otherwise approved by the Contracting
48 Agency, the normal straight time working hours for the contract shall be any consecutive
49 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour
50 lunch break and a 5-day work week. The normal straight time 8-hour working period for

1 the contract shall be established at the preconstruction conference or prior to the
2 Contractor commencing the work.

3
4 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00
5 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer
6 for permission to work such times. Permission to work longer than an 8-hour period
7 between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to
8 the Engineer no later than noon on the working day prior to the day for which the
9 Contractor is requesting permission to work.

10
11 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
12 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be
13 subject to noise control requirements. Approval to continue work during these hours
14 may be revoked at any time the Contractor exceeds the Contracting Agency's noise
15 control regulations or complaints are received from the public or adjoining property
16 owners regarding the noise from the Contractor's operations. The Contractor shall have
17 no claim for damages or delays should such permission be revoked for these reasons.

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

33
34 **EXCEPTION: Mandatory night work specified in the Plans will not be subject to**
35 **overtime payments within the agreed upon nighttime working hours.**

36
37 *Add the following new section:*

38 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
39 **(*****)**

40
41 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than
42 an 8-hour work shift on a regular working day, as defined in the Standard Specifications,
43 such work shall be considered as overtime work. On all such overtime work, city staff
44 may be required at the discretion of the Engineer. In such case, the Contracting Agency
45 may deduct from amounts due or to become due to the Contractor for the costs in
46 excess of the straight-time costs for employees of the Contracting Agency required to
47 work overtime hours.

48
49 The Contractor by these specifications does hereby authorize the Engineer to deduct
50 such costs from the amount due or to become due to the Contractor.

1 **EXCEPTION: Mandatory night work specified in the Plans will not be subject to**
2 **overtime payments within the agreed upon nighttime working hours.**

3
4 **1-08.1(5) Restrictions on Subcontracting**
5 **(August 8, 2023 Tacoma GSP)**

6
7 *This section is deleted.*

8
9 **1-08.1(7)A Payment Certification**
10 **(August 8, 2023 Tacoma GSP)**

11
12 *This section is deleted.*

13
14 *Replace 1-08.1(8) in its entirety with the following:*

15 **1-08.1(8) Subcontracting – Equity in Contracting**
16 **(August 8, 2023 Tacoma GSP)**

17
18 The Contractor shall follow the Equity in Contracting Program included in Part III which
19 shall be considered part of the Contract.

20
21 **1-08.4 Prosecution of Work**

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

23
24 **1-08.4 Notice to Proceed and Prosecution of Work**
25 **(*****)**

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

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

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

46
47 **The Contracting Agency will issue the Notice to Proceed on July 1, 2024, or as**
48 **close to this date possible after contract execution, and anticipates that physical**
49 **completion will be on October 31, 2024.**

50

1 **1-08.5 Time for Completion**

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

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

4
5 Contract time shall begin on the first working day following the Notice to Proceed Date.

6
7 Each working day shall be charged to the contract as it occurs, until the contract work is
8 physically complete. If substantial completion has been granted and all the authorized
9 working days have been used, charging of working days will cease. Each week the
10 Engineer will provide the Contractor a statement that shows the number of working days:
11 (1) charged to the contract the week before; (2) specified for the physical completion of
12 the contract; and (3) remaining for the physical completion of the contract. The
13 statement will also show the nonworking days and any partial or whole day the Engineer
14 declares as unworkable. Within 10 calendar days after the date of each statement, the
15 Contractor shall file a written protest of any alleged discrepancies in it. To be considered
16 by the Engineer, the protest shall be in sufficient detail to enable the Engineer to
17 ascertain the basis and amount of time disputed. By not filing such detailed protest in
18 that period, the Contractor shall be deemed as having accepted the statement as
19 correct. If the Contractor is approved to work 10 hours a day and 4 days a week (a 4-10
20 schedule) and the fifth day of the week in which a 4-10 shift is worked would ordinarily
21 be charged as a working day then the fifth day of that week will be charged as a working
22 day whether or not the Contractor works on that day.

23
24 *Revise the sixth paragraph to read:*

25
26 The Engineer will give the Contractor written notice of the completion date of the
27 contract after all the Contractor's obligations under the contract have been performed by
28 the Contractor. The following events must occur before the Completion Date can be
29 established:

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

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

45 **(*****)**

46
47 **This project shall be physically completed within 75 working days. No additional**
48 **working days will be granted for the Contractor's delay to procure the noise**
49 **variance permits and traffic control permits. The Contractor shall diligently pursue**
50 **these City permits within 5 days after Notice to Proceed. The Contractor shall**

1 anticipate suspension of the project for procurement of the CIPP lining materials
2 and commence work diligently to complete the project within the time specified.

3
4 **1-08.9 Liquidated Damages**
5 **(March 3, 2021 APWA GSP, Option B)**

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

7
8 Accordingly, the Contractor agrees:

- 9
10 1. To pay (according to the following formula) liquidated damages for each working
11 day beyond the number of working days established for Physical Completion,
12 and
13
14 2. To authorize the Engineer to deduct these liquidated damages from any money
15 due or coming due to the Contractor.

16
17 **Liquidated Damages Formula**

18
19 $LD = 0.15C/T$

20
21 Where:

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

23 C = original Contract amount

24 T = original time for Physical Completion
25

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

38
39 **END OF SECTION**
40

41
42 **1-09 MEASUREMENT AND PAYMENT**
43

44 **1-09.6 Force Account**
45 **(October 10, 2008 APWA GSP)**

46 *Supplement this Section with the following:*
47

48 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
49 all items to be paid per force account, only to provide a common proposal for Bidders.
50 All such dollar amounts are to become a part of Contractor's total bid. However, the

1 Contracting Agency does not warrant expressly or by implication, that the actual amount
2 of work will correspond with those estimates. Payment will be made on the basis of the
3 amount of work actually authorized by Engineer.

4
5 **(January 13, 2011 Tacoma GSP)**

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

7
8 The Contractor shall submit a comprehensive summary list of all equipment anticipated
9 to be used on the project and their associated AGC/WSDOT Equipment Rental Rates.
10 The list shall include the contractor's equipment number, make, model, year, operation
11 rate, standby rate, applicable attachments and any other applicable information
12 necessary to determine the applicable rates in accordance with this section. In addition,
13 the contractor shall submit an Equipment Watch rate sheet (www.equipmentwatch.com)
14 for each piece of equipment in the summary list. Access to the Equipment Watch web
15 site is available at the City's Construction Management Office.

16
17 **1-09.9 Payments**

18 **(March 13, 2012 APWA GSP)**

19
20 *Delete the first four paragraphs and replace them with the following:*

21
22 The basis of payment will be the actual quantities of Work performed according to the
23 Contract and as specified for payment.

24
25 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
26 Preconstruction Conference, to enable the Project Engineer to determine the Work
27 performed on a monthly basis. A breakdown is not required for lump sum items that
28 include a basis for incremental payments as part of the respective Specification. Absent
29 a lump sum breakdown, the Project Engineer will make a determination based on
30 information available. The Project Engineer's determination of the cost of work shall be
31 final.

32
33 Progress payments for completed work and material on hand will be based upon
34 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
35 established at the preconstruction conference.

36
37 The initial progress estimate will be made not later than 30 days after the Contractor
38 commences the work, and successive progress estimates will be made every month
39 thereafter until the Completion Date. Progress estimates made during progress of the
40 work are tentative, and made only for the purpose of determining progress payments.
41 The progress estimates are subject to change at any time prior to the calculation of the
42 final payment.

43
44 The value of the progress estimate will be the sum of the following:

- 45 1. Unit Price Items in the Bid Form — the approximate quantity of acceptable
46 units of work completed multiplied by the unit price.
- 47 2. Lump Sum Items in the Bid Form — based on the approved Contractor's lump
48 sum breakdown for that item, or absent such a breakdown, based on the
49 Engineer's determination.

- 1 3. Materials on Hand — 100 percent of invoiced cost of material delivered to Job
2 site or other storage area approved by the Engineer.
3 4. Change Orders — entitlement for approved extra cost or completed extra work
4 as determined by the Engineer.
5

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

- 7 1. Retainage per Section 1-09.9(1), on non FHWA-funded projects;
8 2. The amount of progress payments previously made; and
9 3. Funds withheld by the Contracting Agency for disbursement in accordance with
10 the Contract Documents.
11

12 Progress payments for work performed shall not be evidence of acceptable performance
13 or an admission by the Contracting Agency that any work has been satisfactorily
14 completed. The determination of payments under the contract will be final in accordance
15 with Section 1-05.1.
16

17 *This section is supplemented with the following:*

18 **(January 6, 2015 Tacoma GSP)**
19

20 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
21 include all costs for labor, equipment, materials, and taxes (as applicable) associated
22 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
23 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
24 Standard Specifications.
25

26 Stockpiled Material - The point of acceptance of stockpiled material for payment and
27 quality shall be at the time of incorporation into the contract.
28

29 **1-09.9(1) Retainage**

30 **(May 10, 2006 Tacoma GSP)**

31 *The fourth paragraph is supplemented with the following:*
32

- 33 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.
34 7. A release has been obtained from the City of Tacoma's City Clerk's Office.
35

36 **1-09.13(3)A Arbitration General**

37 **(January 19, 2022 APWA GSP)**
38

39 *Revise the third paragraph to read:*
40

41 The Contracting Agency and the Contractor mutually agree to be bound by the decision
42 of the arbitrator, and judgment upon the award rendered by the arbitrator may be
43 entered in the Superior Court of the county in which the Contracting Agency's
44 headquarters is located, provided that where claims subject to arbitration are asserted
45 against a county, RCW 36.01.050 shall control venue and jurisdiction of the Superior
46 Court. The decision of the arbitrator and the specific basis for the decision shall be in
47 writing. The arbitrator shall use the Contract as a basis for decisions.
48
49
50

END OF SECTION

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

4
5 **1-10.1(2) Description**
6 **(July 22, 2019 Tacoma GSP)**

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

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

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

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

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

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

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

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

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

38
39 **Traffic Control Management**

40
41 **1-10.2(1) General**
42 **(October 3, 2022, WSDOT GSP)**

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

44
45 The Traffic Control Supervisor shall be certified by one of the following:

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

49 Kingston, WA 98346
50 (360) 297-3035

51 <https://www.nwlett.edu>

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Evergreen Safety Council
12545 135th Ave. NE
Kirkland, WA 98034-8709
1-800-521-0778
<https://www.esc.org>

The American Traffic Safety Services Association
15 Riverside Parkway, Suite 100
Fredericksburg, Virginia 22406-1022
Training Dept. Toll Free (877) 642-4637
Phone: (540) 368-1701
<https://altssa.com/training>

Integrity Safety
13912 NE 20th Ave.
Vancouver WA 98686
(360) 574-6071
<https://www.integritysafety.com>

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

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

Section 1-10.3 is supplemented with the following:

**Signalized Intersections
(August 15, 2019 Tacoma GSP)**

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

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

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

Tacoma Police Department
Special Events Sergeant
(253) 591-5932
TacomaPoliceEvents@ci.tacoma.wa.us

1 The Contractor shall request officers at least 48 hours in advance for scheduling unless
2 an exception is approved by the Engineer.

3
4 The Contractor shall immediately notify the Engineer in writing if Tacoma Police
5 Department cannot supply officers for the requested date(s). The Contractor shall
6 include the written response from Tacoma Police Department and state the preference
7 to either postpone the affected Work or request officers from other State of Washington
8 jurisdictions. Using officers from other jurisdictions must be approved by the Engineer.

9
10 The Contractor will not be compensated for any off-duty officers from other jurisdictions
11 performing traffic control without prior approval from the Engineer and the Contracting
12 Agency may stop work in accordance with Section 1-08.6, "Suspension of Work".

13
14 **1-10.3(1)A Flaggers**

15 *This heading is revised to read:*

16
17 **1-10.3(1)A Flaggers and Spotters**

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

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

21
22 The Contractor shall provide a spotter where needed and when indicated on the Plans
23 and/or with these Specifications. The spotter's sole duties are as follows: the spotter shall
24 walk ahead of the construction vehicle in the direction of vehicle travel to ensure no
25 student, school employee, school visitors, or other pedestrians are in the path of vehicle
26 travel, as well as exclusively assisting with the navigation of pedestrians through, around,
27 adjacent to, and/or through the work zone or adjoining traffic control areas as indicated in
28 the traffic control plans or as directed to do so on-site. In the course of these
29 responsibilities, the spotter shall signal the vehicle to stop should a student, school
30 employee, visitor, or other pedestrian be in the immediate path of the vehicle. The vehicle
31 shall remain stopped under the direction of the spotter until all pedestrians are out of the
32 immediate path of the vehicle. Spotters shall assist pedestrians through the construction
33 zone as needed.

34
35 **1-10.3(1)B Other Traffic Control Labor**

36 *This section is revised to read:*

37
38 In addition to flagging duties, the Contractor shall provide personnel for all other traffic
39 control procedures required by the construction operations and for the labor and
40 equipment to install, maintain, and remove any traffic control devices shown on Traffic
41 Control Plans.

42
43 **1-10.3(3)A Construction Signs**
44 **(January 11, 2006 Tacoma GSP)**

45 *The fifth paragraph is revised to read:*

46
47 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the
48 Engineer deems to be unacceptable while their use is required on the project shall be
49 replaced by the Contractor at their expense.

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

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

3 *This section is supplemented with the following:*

4
5 Portable Changeable Message Signs shall be required on arterials streets where
6 construction occurs for durations longer than seven (7) calendar days. Signs shall be
7 solar charged and programmable. Signs shall be provided a minimum of seven (7)
8 calendar days prior to construction and remain through the duration of the construction
9 on the arterial street. Signs shall be provided on each end of the arterial street
10 construction zone notifying oncoming traffic of the construction conditions. All costs
11 associated with providing and maintain the signs for the required duration shall be
12 included in the proposal item, "Project Temporary Traffic Control", per lump sum.

13
14 To prevent hackers from getting access to the Portable Change Message Signs
15 (PCMS), the contractor is required to change the default password and to take other
16 appropriate measures for field access to message control features on the PCMS. In
17 addition, the contractor shall verify the PCMS control box, if any, is secured and locked
18 from tampering during the daily review of the work zone set up and conditions of the
19 traffic control devices.

20
21 **1-10.4 Measurement**

22
23 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
24 **(January 11, 2006 Tacoma GSP)**

25 *This section is supplemented with the following:*

26
27 No unit of measure will apply to the position of traffic control manager and it will be
28 considered included in other unit contract prices in the Bid Proposal.

29
30 "Uniformed Police Officer for Traffic Control" will be measured by the hour. Portions of
31 an hour will be rounded up to a whole hour.

32
33 **1-10.5 Payment**

34
35 **1-10.5(2) Item Bids with Lump Sum for Incidentals**
36 **(January 11, 2006 Tacoma GSP)**

37 *This section is supplemented with the following:*

38
39 "Uniformed Police Officer for Traffic Control", per hour
40 The unit contract price, when applied to the number of units measured for this item in
41 accordance with Section 1-10.4(2), shall be full compensation for all cost incurred by the
42 Contractor in performing the work in accordance with Section 1-10.3.

43
44
45 **END OF SECTION**

46
47
48 **2-07 WATERING**
49 **(August 3, 2009 Tacoma GSP)**

1 **2-07.3 Construction Requirements**

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

3
4 The Engineer may direct that the Contractor apply water during non-working hours such
5 as evenings, weekends, or recognized holidays.

6
7 *Section 2-07.3 is supplemented with the following:*

8
9 **2-07.3(1) Water Supplied from Hydrants**

10
11 There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or
12 any other construction activities associated with this project. Prior to construction
13 activities, it shall be the Contractor's responsibility to verify which hydrants will be
14 available by contacting Tacoma Water. The Contractor shall use only those hydrants
15 designated by Tacoma Water.

16
17 Water supplied from hydrants governed by Tacoma Water shall be used in strict
18 compliance with the "Operating Procedures for the use of Water Division Hydrants"
19 available at the Tacoma Water Permit Counter.

20
21 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the
22 Water Permit Counter at (253) 502-8247, 2nd floor, Tacoma Public Utilities,
23 Administrative Building, 3628 South 35th Street, Tacoma, WA 98409. A copy of the
24 approved Hydrant Permit shall be submitted to the Engineer.

25
26 Contractor personnel shall be in possession of a valid Tacoma Public Utilities Hydrant
27 Certification Card prior to obtaining a permit. If necessary, contractor personnel shall
28 undergo training to receive the required certification. Contact the Water Permit Counter
29 to set up training as necessary.

30
31
32 **END OF SECTION**

33
34
35 **2-14 PAVEMENT REMOVAL**

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

37
38 **2-14.1 Description**

39
40 The Work described in this section includes the removal and disposal of all various
41 pavement surfaces identified on the Plans or as marked in the field for the installation of
42 the CIPP lining.

43
44 **2-14.4 Measurement**

45
46 Pavement removal will be paid by force account as provided in Section 1-09.6.

47
48 **2-14.5 Payment**

49
50 All costs for the pavement removal for the removal and reinstallation of catch basin
51 frame and grates and riser sections, will be included in the bid items "Catch Basin

1 Removal and Reinstallation, Incl. Pavement Restoration” in Special Provisions Section
2 7-21 and will be paid by force account in accordance with Section 1-09.6.

3
4 All costs for pavement removal for the correction of a failed liner installed by the
5 Contractor shall be at the Contractor's expense, in a manner approved by the Engineer.

6
7
8 **END OF SECTION**
9

10
11 **2-15 CURB AND CURB AND GUTTER REMOVAL**
12 **(*****)**

13
14 **2-15.1 Description**

15
16 The Work described in this section includes the removal and disposal of all various curbs
17 identified on the Plans or as marked in the field for the installation of the CIPP lining.

18
19 **2-15.4 Measurement**

20
21 Curb removal will be paid by force account as provided in Section 1-09.6.

22
23 **2-15.5 Payment**

24
25 All costs for the curb removal will be included in the bid items for the removal and
26 reinstallation of catch basin frame and grates and riser sections will be included in the
27 bid items “Catch Basin Removal and Reinstallation, Incl. Pavement Restoration” in
28 Special Provisions Section 7-21 and will be paid by force account in accordance with
29 Section 1-09.6.

30
31 All costs for curb removal for the correction of a failed liner installed by the Contractor
32 shall be at the Contractor's expense, in a manner approved by the Engineer.

33
34
35 **END OF SECTION**
36

37
38 **2-16 REMOVAL OF CATCH BASINS, MANHOLES, CURB INLETS, ETC.**
39 **(*****)**

40
41 **2-16.1 Description**

42
43 The Work described in this section includes the removal of all various catch basin frame
44 and grates and riser sections identified on the Plans or as marked in the field for the
45 installation of the CIPP lining. The Contracting Agency has identified two catch basins
46 for removal and reinstallation at the 2329 Martin Luther King Jr Way to 2339 Martin
47 Luther King Jr Way.

48
49 **2-16.4 Measurement**
50

1 Catch basin frame and grates and riser sections removal will be paid by force account as
2 provided in Section 1-09.6.

3
4 **2-16.5 Payment**

5
6 All costs for the removal and reinstallation of catch basin frame and grates and riser
7 sections will be included in the bid items "Catch Basin Removal and Reinstallation, Incl.
8 Pavement Restoration" in Special Provisions Section 7-21 and will be paid by force
9 account in accordance with Section 1-09.6.

10
11 All costs for catch basin materials removals for the correction of a failed liner installed by
12 the Contractor shall be at the Contractor's expense, in a manner approved by the
13 Engineer.

14
15 For the purpose of providing a common Proposal for all Bidders, the Contracting Agency
16 entered an amount for "Catch Basin Removal and Reinstallation, Incl. Pavement
17 Restoration" in the Proposal to become a part of the total Bid by the Contractor.

18
19
20 **END OF SECTION**

21
22
23 **4-04 BALLAST AND CRUSHED SURFACING**
24 **(*****)**

25
26 **4-04.2 Materials**

27 *This section is revised to read:*

28

29	Crushed Surfacing Top Course	9-03.9(3)
30	Crushed Surfacing Base Course	9-03.9(3)

31
32 **4-04.3(5) Shaping and Compaction**
33 **(March 9, 2016 APWA GSP)**

34 *Supplement this section with the following:*

35
36 Immediately following spreading and final shaping, each layer of surfacing shall be lightly
37 compacted in one lift until no visible movement of aggregate is observed, resulting in a
38 firm and unyielding condition as determined by the Engineer.

39
40 **4-04.4 Measurement**

41
42 Crushed surfacing materials will be paid by force account as provided in Section 1-09.6.

43
44 **4-04.5 Payment**

45 *This section is supplemented with the following:*

46
47 All costs for labor, equipment, and materials required to furnish, place, water, and
48 compact the crushed surfacing materials to complete the work for the removal and
49 reinstallation of catch basin frame and grates and riser sections will be included in the
50 bid items "Catch Basin Removal and Reinstallation, Incl. Pavement Restoration" in

1 Special Provisions Section 7-21 and will be paid by force account in accordance with
2 Section 1-09.6.

3
4
5 **END OF SECTION**
6

7
8 **5-04 HOT MIX ASPHALT**
9 **(*****)**

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

11
12 Nonstatistical or test point evaluation shall be the method for HMA compaction
13 acceptance for all HMA pavement, except where visual or commercial evaluation is
14 specified. Visual evaluation shall be considered synonymous with commercial
15 evaluation. The Contracting Agency will not be required to perform any acceptance by
16 statistical evaluation.

17
18 All references to “statistical” are revised to read “nonstatistical”, and “nonstatistical”
19 evaluation shall be considered synonymous with “test point” evaluation. Thus, all
20 Specifications for test procedures, methods, construction requirements, and
21 requirements for evaluation and acceptance shall apply to the Work with the following
22 exceptions:

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

30
31 **5-04.2 Materials**
32

33 **5-04.2(1) How to Get an HMA Mix Design on the QPL**
34 **(April 1, 2018 Tacoma GSP)**

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

37
38 **5-04.2(2) Mix Design – Obtaining Project Approval**
39 **(April 1, 2018 Tacoma GSP)**

40 *This section is revised to read:*

41
42 The Contactor shall submit each HMA mix design to the Contracting Agency on
43 WSDOT Form 350-042. The Contractor shall provide a mix design based upon 3
44 million ESAL’s.

45
46 No paving shall begin prior to the HMA mix design acceptance by the Engineer
47 for the Job Mix Formula (JMF) that will be used for the same paving. The
48 Contracting Agency will evaluate HMA mix design submittals according to Visual
49 Evaluation per Table 1. The mix design will be the initial JMF for the class of
50 HMA. The Contractor may request a change in the JMF. Any adjustments to the

1 JMF will require the approval of the Project Engineer and must be made in
2 accordance with Section 9-03.8(7).

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

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

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

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

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

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

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

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

45 *This section is revised to read:*

46
47 The Contractor may, at the Contractor's discretion, elect to use additives that
48 reduce the optimum mixing temperature or serve as a compaction aid for
49 producing HMA. Additives include organic additives, chemical additives and
50 foaming processes. The use of Additives is subject to the following:

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

5-04.3 Construction Requirements

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

The second paragraph is supplemented with the following:

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

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

The second paragraph is deleted.

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

This section is revised to read:

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

https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way

Pavement repair consists of asphalt concrete saw-cutting, removing asphalt concrete pavement, removing crushed surfacing and subgrade, and installing Construction Geotextile for Separation, placing crushed surfacing top course over the Construction Geotextile, and HMA in accordance with the Contract or as directed by the Engineer.

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

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

5-04.3(6) Mixing (Aug 1, 2020 Tacoma GSP)

The first paragraph is revised to read:

1
2 The asphalt supplier shall add any recycling agent and anti-stripping additive to
3 the liquid asphalt binder prior to shipment to the asphalt mixing plant, when the
4 mix design includes these additives. The Contractor shall submit the anti-
5 stripping additive amount and the manufacturer's certification, together with the
6 HMA mix design submittal in accordance with Section 5-04.2. Paving shall not
7 begin before the anti-stripping additive submittal is accepted by the Engineer.

8
9 **5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**
10 **(Aug 1, 2020 Tacoma GSP)**

11 *This section is revised to read:*

12
13 Sample aggregate in accordance with Section 3-04 prior to being incorporated
14 into HMA. The Contracting Agency shall evaluate the aggregate according to
15 Special Provision 3-04. Aggregate contributed from RAP or RAS shall not be
16 evaluated under Section 3-04.

17
18 The combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA
19 Mix Design report or evaluation report per Special Provision 5-04.2(2) will be
20 used for VMA calculations. The Contracting Agency shall not be required to
21 perform a Gsb test.

22
23 **5-04.3(9) HMA Mixture Acceptance**
24 **(April 1, 2018 Tacoma GSP)**

25 *The first paragraph is revised to read:*

26
27 The Contracting Agency will evaluate the HMA mixture by nonstatistical or visual
28 evaluation as determined from the criteria in Table 7 or as determined by the
29 Engineer.

30
31 **5-04.3(9)A Test Sections**
32 **(April 1, 2018 Tacoma GSP)**

33 *The first paragraph is revised to read:*

34
35 At the start of paving, if requested by the Contractor, a compaction test section
36 shall be constructed as directed by the Engineer to determine the compactibility
37 of the mix design. Compactibility shall be based on the ability of the mix to attain
38 the specified minimum density (91 percent of the maximum density determined
39 by WSDOT SOP 729, and FOP for AASHTO T 209).

40
41 Following determination of compactibility, the Contractor is responsible for the
42 control of the compaction effort. If the Contractor does not request a test section,
43 the mix will be considered compactible. See also Section 5-04.3(10)C2.

44
45 The Contractor shall also construct a test section when requested by the
46 Engineer. Test sections that are in complete compliance with the requirements
47 of Section 5-04 can be incorporated into the Work, and shall be included in the
48 quantities for related Bid Items; otherwise, the Contractor shall remove the
49 defective pavement in failed test sections as determined by the Engineer and at
50 no cost to the Contracting Agency. The Contracting Agency will only pay for

1 HMA pavement that is accepted and incorporated into the project at the
2 discretion of the Engineer. See also Section 5-04.3(10)C2.

3
4 *The second paragraph is revised to read:*

5
6 The purpose of a test section is to determine whether or not the Contractor's mix
7 design and production processes will produce HMA meeting the Contract
8 requirements related to mixture. Construct HMA mixture test sections at the
9 beginning of paving, using at least 100 tons and a maximum of 800 tons or as
10 specified by the Engineer. Each test section shall be constructed in one
11 continuous operation.

12
13 **5-04.3(9)B Mixture Acceptance – Statistical Evaluation**
14 **(April 1, 2018 Tacoma GSP)**

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

16 **5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation**

17
18 **5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots**
19 **(April 1, 2018 Tacoma GSP)**

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

21 **5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

22 *This section is revised to read:*

23
24 For HMA in a structural application, sampling and testing for total project
25 quantities less than 400 tons is at the discretion of the engineer. For HMA used
26 in a structural application and with a total project quantity less than 800 tons but
27 more than 400 tons, a minimum of one acceptance test shall be performed:

- 28 i. If test results are found to be within specification requirements, additional
29 testing will be at the engineer's discretion.
30 ii. If test results are found not to be within specification requirements,
31 additional testing as needed to determine a CPF shall be performed.
32 iii. For a mixture lot in progress with a mixture CPF less than 0.75, a new
33 mixture lot will begin at the Contractor's request after the Engineer is
34 satisfied that material conforming to the Specifications can be produced.
35 See also Section 5-04.3(11)F.
36 iv. If, before completing a mixture lot, the Contractor requests a change to
37 the JMF which is approved by the Engineer, the mixture produced in that
38 lot after the approved change will be evaluated on the basis of the
39 changed JMF, and the mixture produced in that lot before the approved
40 change will be evaluated on the basis of the unchanged JMF; however,
41 the mixture before and after the change will be evaluated in the same lot.
42 Acceptance of subsequent mixture lots will be evaluated on the basis of
43 the changed JMF.

44
45 **5-04.3(9)E Mixture Acceptance – Notification of Acceptance Test Results**
46 **(Aug 1, 2020 Tacoma GSP)**

47 *This section is revised to read:*

48
49 The Contracting Agency will endeavor to provide written notification (via email to
50 the Contractor's designee) of acceptance test results within 24 hours of the

1 sample being made available to the Contracting Agency. However, the
2 Contractor agrees:

- 3
- 4 1. Quality control, defined as the system used by the Contractor to monitor,
5 assess, and adjust its production processes to ensure that the final HMA
6 mixture will meet the specified level of quality, is the sole responsibility of
7 the Contractor.
- 8
- 9 2. The Contractor has no right to rely on any testing performed by the
10 Contracting Agency, nor does the Contractor have any right to rely on
11 timely notification by the Contracting Agency of the Contracting Agency's
12 test results (or statistical analysis thereof), for any part of quality control
13 and/or for making changes or correction to any aspect of the HMA
14 mixture.
- 15
- 16 3. The Contractor shall make no claim for untimely notification by the
17 Contracting Agency of the Contracting Agency's test results (or statistical
18 analysis thereof).
- 19

20 **5-04.3(10)B HMA Compaction - Cyclic Density**
21 **(April 1, 2018 Tacoma GSP)**

22 *This section is deleted.*

23

24 **5-04.3(10)C1 HMA Compaction Statistical Evaluation – Lots and Sublots**
25 **(April 1, 2018 Tacoma GSP)**

26 *This section is deleted.*

27

28 **5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing**
29 **(April 1, 2018 Tacoma GSP)**

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

31 **5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance**
32 **Testing**

33 *The second paragraph is revised to read:*

34

35 Compaction tests will be performed at a minimum of 5 various locations, as
36 determined by the Engineer, for each 400 tons placed. The locations will be
37 determined by the stratified random sampling procedure conforming to WSDOT
38 Test Method T 716. For an area in progress with a CPF less than 0.75, a new
39 compaction sequence will begin at the Contractor's request after the Project
40 Engineer is satisfied that material conforming to the Specifications can be
41 produced. The Compaction Test Procedures will be provided to the Contractor
42 by the Contracting Agency at the Pre-Construction Conference or a Pre-Paving
43 Meeting, prior to the placement of HMA material on site.

44

45 *This section is supplemented with the following:*

46

47 Cores may be used as an addition to the nuclear density gauge tests. When
48 cores are taken by the Engineer at the request of the Contractor, the request
49 shall be made by noon of the first working day following placement of the mix.
50 The Engineer shall be reimbursed for the coring expenses.

51

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

4
5 HMA for preleveling shall be compacted to the satisfaction of the Engineer.

6
7 **5-04.4 Measurement**

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

9 *The first paragraph is revised to read:*

10
11 HMA for pavement repair will be paid by force account as provided in Section 1-09.6.

12
13 **5-04.5 Payment**

14 **(*****)**

15 *This section is supplemented with the following:*

16
17 All costs for labor, equipment, and materials required to furnish, place, and compact the
18 asphalt for pavement repair to complete the work for the removal and reinstallation of
19 catch basin frame and grates and riser sections will be included in the bid items "Catch
20 Basin Removal and Reinstallation, Incl. Pavement Restoration" in Special Provisions
21 Section 7-21 and will be paid by force account in accordance with Section 1-09.6.

22
23
24 **END OF SECTION**

25
26
27 **7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS**

28 **(*****)**

29
30 **7-05.1 Description**

31
32 The Work described in this section includes the reinstallation of various catch basin
33 frames and grates and riser sections identified on the Plans or as marked in the field for
34 the CIPP lining installation.

35
36 **7-05.4 Measurement**

37
38 Reinstallation of catch basins and riser sections will be paid by force account as
39 provided in Section 1-09.6.

40
41 **7-05.5 Payment**

42
43 Reinstallation of catch basin frame and grates and riser sections will be included in the
44 bid items "Catch Basin Removal and Reinstallation, Incl. Pavement Restoration" in
45 Special Provisions Section 7-21 and will be paid by force account in accordance with
46 Section 1-09.6.

47
48 All costs for the reinstallation of catch basins frame and grates and riser sections for the
49 correction of a failed liner installed by the Contractor shall be at the Contractor's
50 expense, in a manner approved by the Engineer.

51

1
2 **END OF SECTION**
3
4

5 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**
6 **(*****)**
7

8 **7-08.3 Construction Requirements**
9

10 The Contracting Agency does not provide access to prospective bidders to the City's
11 proprietary database for viewing television inspection videos for online security
12 purposes. However, the storm sewer segment television reports and additional
13 information are provided in Appendix D of these Special Provisions for use by the
14 prospective bidders. Television inspection videos will be made available to the awarded
15 Contractor.
16

17 The Contractor shall anticipate bypassing the storm segments when rain events are
18 more common in September and October. It is in the Contractor's benefit to line the
19 storm segments prior to the rain events and higher infiltration in the pipes by diligently
20 pursuing the City's permits for Traffic Control, noise variance, and all other necessary
21 permits to complete the lining work.
22

23 *Section 7-08.3 is supplemented with the following:*

24 **7-08.3(5) Temporary Bypass Pumping**

25 **7-08.3(5)A General Requirements**
26

27 The Contractor shall design, operate, and install a bypass pumping system to maintain
28 operation of the existing stormwater sewer systems throughout the duration of the
29 project without any interruption of sewer service. This includes bypass pumping for
30 both the lining installation and any bypass pumping necessary to perform thorough video
31 inspections meeting the requirements of Section 7-20.3(5) for both pre and post
32 installation inspections. The Contractor shall divert all flows around each segment of the
33 pipe and /or structure designated for rehabilitation. This diversion shall consist of
34 pumping flow from an upstream manhole and/or structure and discharging it to a
35 manhole and/or structure downstream of the rehabilitation operation. After the pipe
36 rehabilitation work is completed and accepted by the City, flow shall be returned to the
37 rehabilitated sewer. The area affected by the bypass operation shall be fully restored.
38

39 Flow from the bypass system shall be discharged into the same system downstream of
40 the work unless prior approval is obtained from the Engineer to utilize a nearby pipe
41 network. The Engineer will determine if the nearby system has capacity to receive the
42 additional bypass flow.
43

44 To determine locations of upstream and downstream manholes for bypass purposes,
45 Bidders may view pipe networks on the City of Tacoma GIS map at
46 <https://tmap.cityoftacoma.org/>. Pipe networks are viewable by navigating to the
47 intersection/street, selecting the Layer list icon in the upper right corner, and checking
48 the box adjacent to Wastewater Network.
49

50 Bypass pumping shall be done in such a manner as not to damage private or public
51 property, or create a nuisance or public menace. The pumped sewage or stormwater

1 shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall
2 be redirected into the appropriate sewer system. The discharge of sewage to private
3 property, city streets, sidewalks, storm sewer, or any location other than an approved
4 sanitary sewer is prohibited. The Contractor shall be liable for all cleanup, damages, and
5 resultant fines should the Contractor's operation cause any backups, overflows, or
6 property damage.

7
8 The Contractor shall be required to test the bypass pumping system in the presence of
9 the Engineer prior to taking any sewer system out of service.

10
11 Silenced pumps shall be used in all areas of night time work to minimize noise disruption
12 and meet the noise control requirements of Tacoma Municipal Code Chapter 8.122.

13
14 The Contractor may use lay-flat hose to bypass storm and sanitary sewers. The
15 Contractor shall ensure that sewage spills do not occur with the use of lay flat hoses. If
16 sewage spills occur, the Contractor will be required to use hard pipe for all sanitary
17 sewers.

18 19 **7-08.3(5)B Backup Equipment and Monitoring**

20
21 Bypass pumping shall be scheduled for continuous operation with back-up pumps,
22 generators, and other equipment available on-site at all times for periods of maintenance
23 and refueling or failure of the primary bypass pump(s). The Contractor shall provide
24 experienced monitoring personnel on site at all times to verify the bypass pumping
25 system remains functional. These individuals shall have the experience to operate and
26 maintain the bypass system to ensure there is continuous operation of the bypass
27 system. The Contractor may elect to utilize vactor service trucks in combination with
28 their bypass backup equipment and shall be incidental to the cost of the bypass pumping
29 bid item.

30 31 **7-08.3(5)C Flow for Bypass System Design**

32
33 The Contractor is responsible for bypassing all flow present in the pipe, up to a
34 maximum of full pipe flow, at the time of pre-television inspection, short liner repair
35 installation, post television inspection, and CIPP lining installation until the line is
36 returned to service. Flow can increase significantly during rain events and remain
37 increased for several days after rain events in stormwater pipes. If flow is full pipe, the
38 Contractor may elect to wait for flow conditions to decrease prior to removing the subject
39 line from service.

40
41 **The Contracting Agency has calculated the full pipe flow for the following**
42 **individual segments. This information is provided for informational purposes of**
43 **bypass system design and actual flow rates in the field will vary throughout the**
44 **year.**

Line Segment	Material	Size (inches)	Slope (%)	Site Name	Full Pipe Est. GPM
6303068	TCP	10	13.33	N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.	3,100
6271419	TCP	10	13.33	N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.	3,100
6264245	TCP	10	12.83	N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.	3,000
6252333	URC	12	8.84	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.	2,800
6267033	URC	12	8.00	PROSPECT ST. AT S. 56TH ST.	2,600
6265183	URC	12	7.08	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.	2,500
6282846	URC	12	7.05	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.	2,500
6268395	RCP	12	6.66	N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.	2,400
6257194	URC	12	6.52	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.	2,400
6296541	TCP	8	24.99	3001 E. J. ST. TO UPPER PARK ST.	2,300
6262970	URC	15	1.76	S. 38TH ST. FROM S. "K" ST. TO S. THOMPSON AVE.	2,200
6270736	RCP	15	1.40	S. 12TH ST. FROM MOORLANDS DRIVE TO MULLEN ST.	2,000
6265207	URC	15	1.44	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.	2,000
6296567	URC	15	1.39	TACOMA MALL BLVD. FROM S. 78TH ST. TO S. 80TH ST.	2,000
6307850	TCP	10	4.59	934 BROADWAY TO S. 11TH ST.	1,800
6307851	TCP	10	4.56	934 BROADWAY TO S. 11TH ST.	1,800
6286160	URC	10	7.47	S. 72ND ST. AT S. PARK AVE.	1,600
6255495	URC	12	1.96	6844 S. "I" ST. TO 7020 S. "I" ST.	1,300
6307852	TCP	10	1.98	934 BROADWAY TO S. 11TH ST.	1,200
6296904	URC	12	0.59	2329 MLK JR WAY TO 2339 MLK JR WAY	1,100
6269400	URC	12	1.35	PROSPECT ST. AT S. 56TH ST.	1,100
6257101	URC	10	2.93	6TH AVE. FROM MILDRED ST. TO 6430 6TH AVE.	1,000
6267749	URC	10	3.07	CENTER ST. FROM MONROE ST. TO PROCTOR ST.	1,000
6251139	URC	12	0.79	UNION AVE. FROM S. 17TH ST. TO S. 19TH ST.	850
6267757	TCP	10	0.62	CENTER ST. FROM MONROE ST. TO PROCTOR ST.	700
6267576	URC	10	1.60	S. "G" ST. FROM S. 48TH ST. TO S. 46TH ST.	700
6267476	URC	8	3.51	PARKING LOT WEST OF FOSS HIGH SCHOOL AT 2112 S. TYLER ST.	600
6286024	URC	10	0.88	UNION AVE. FROM S. 17TH ST. TO S. 19TH ST.	550
6298625	URC	12	0.32	PROSPECT ST. AT S. 56TH ST.	500
6257736	URC	10	0.36	N. PINE ST. FROM N. 19TH ST. TO N. 20TH ST.	350
6284279	URC	8	0.45	2302 6TH AVE. TO 632 S. TRAFTON ST.	300
6267986	TCP	10	0.11	CENTER ST. FROM MONROE ST. TO PROCTOR ST.	300
6259297	URC	10	0.02	2534 TACOMA AVE. S. TO S. 27TH ST.	80

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7-08.3(5)D Bypass Side Sewers

The Contractor shall coordinate activities with impacted property owners in accordance with Section 1-07.16(1). Residential property owners shall be notified that their side sewer or private storm drain will be out of service for a specified period of time up to a maximum of 8 hours at a time.

If the Contractor is unable to install the pipe liner and reconnect any active side sewer(s) or private storm drain within the time duration specified to the property owner, bypass pumping of the side sewer to the sanitary sewer system shall be required.

The Contractor shall verify whether service to a property is able to be interrupted prior to lining operations. When impacted properties cannot be disconnected, plugged, or subjected to any other service interruption, i.e., hospitals, care facilities, restaurants, etc., bypass pumping of the side sewer to the downstream sanitary sewer system shall be required prior to insertion of the liner system. If necessary, the contractor may install a cleanout to facilitate bypass pumping.

1 **7-08.3(5)E Bypass Pumping Plan**
2

3 The Contractor shall submit site-specific Bypass Pumping Plans for each location in
4 accordance with Section 1-05. The Contractor’s plan for bypass pumping shall be
5 reviewed by the Contracting Agency before the Contractor will be allowed to commence
6 bypass pumping. The Contractor shall test the bypass pumping system prior to the
7 system is utilized in bypass operations. The review of the bypassing system and
8 equipment by the Engineer shall in no way relieve the Contractor of his responsibility
9 and public liability.

10
11 At a minimum, the bypass pumping plan for each location shall include the following:

- 12 1. Location of pumps and generators
- 13 2. Method, type, and size of plugs
- 14 3. Size, material, location, and method of installation of suction piping
- 15 4. Size, material, location, and method of installation of discharge piping
- 16 5. Bypass pump sizes, capacity, number of each to be on site
- 17 6. Calculations of static lift, friction losses, and flow velocity, including pump
18 performance curves showing pump operating range
- 19 7. Power generator and standby size and location
- 20 8. Method of noise control for pumps and generators to comply with the City’s noise
21 ordinance, Tacoma Municipal Code Chapter 8.122 if necessary
- 22 9. Calculations for selection of bypass pumping pipe sizes
- 23 10. Method of protecting discharge manholes from erosion or damage
- 24 11. All backup equipment including pumps, hoses, generators, and pipe
- 25 12. Contractor’s 24-hour emergency contact name and phone number
- 26 13. Description of proposed contingency plan and clean up method for any spills that
27 may occur.

28
29 **7-08.4 Measurement**

30 *This section is supplemented with the following:*

31
32 “Temporary ___ Sewer Bypass” will be paid by force account in accordance with
33 Section 1-09.6.

34
35 “Bypass Side Sewer” will be paid by force account in accordance with Section 1-09.6.
36

37 **7-08.5 Payment**

38 *This section is supplemented with the following:*

39
40 “Temporary ___ Sewer Bypass” by force account as provided in Section 1-09.6.
41

42 All labor, materials, and other costs associated with bypassing the storm sewers,
43 including but not limited to, preparing, submitting, revising, and resubmitting revisions for
44 the Temporary Bypass Plan, personnel, fuel, monitoring, power, pumps, piping,
45 barricades, emergency stand-by equipment, vactor trucks, trenching, surface restoration
46 costs, and all other work necessary to maintain uninterrupted storm services by
47 bypassing the applicable sewer system flows.

48
49 “Bypass Side Sewer”, by force account as provided in Section 1-09.6.
50

1 All labor, materials, and other costs associated with bypassing side sewers, including the
2 construction of cleanouts or other acceptable means of gaining access to the existing
3 side sewer outside the building to bypass flows in accordance with these Specifications
4 will be paid by force account in accordance with Section 1-09.6.

5
6
7 **END OF SECTION**
8
9

10 *Add the following new section:*

11
12 **7-20 PRE-INSTALLATION CLEANING, INSPECTION AND ASSESSMENT OF**
13 **SEWER LINES**
14 **(*****)**
15

16 **7-20.1 Description**
17

18 This Work shall generally consist of cleaning, removing and disposing of waste
19 materials, and performing CCTV inspections of all the sewer main segments included in
20 this project.
21

22 The Contracting Agency has identified several storm segments for short liner repair for
23 host sewer pipe as shown on the Plans. The Contractor may propose additional short
24 liner repairs for review and approval for installation by the Engineer prior to completing
25 the CIPP lining work.
26

27 **7-20.2 Submittals**
28

29 **Submittals Prior to Work:**
30

31 **Example CCTV Inspection**

32 CCTV inspection work must be completed by certified National Association of
33 Sewer Service Companies (NASSCO) Pipeline Assessment and Certification
34 Program (PACP) trained operator(s) using established PACP coding and
35 observations. Coding and observations results shall be recorded and presented
36 on a per "asset" basis, manhole-to-manhole and/or structure to structure. A pipe
37 "asset" is defined as one continuous pipe from the upstream manhole to the
38 downstream manhole.
39

40 Prior to performing CCTV inspections for this project, the Contractor shall submit
41 examples of prior CCTV inspection work. This submittal shall include a Pre-
42 Installation CCTV inspection, PACP database, and associated Inspection Report,
43 and a Post-Installation CCTV inspection, PACP database, and associated
44 Inspection Report. These shall be uploaded to e-Builder® with other submittals
45 and will be reviewed by the Engineer to determine if the quality of the CCTV
46 image and the content of the inspection report is acceptable and if defects were
47 properly identified and documented on the Inspection Report.
48

49 The video files shall be recorded and submitted in WMV format and include an
50 unmodified NASSCO- PACP Certified Access Database conducted entirely in
51 digital format with electronic reference to survey. The PACP database shall

1 include the City's line segment ID as shown on the Plans. No other file format will
2 be accepted unless approved by the Engineer.

3
4 If the Contractor hires any portion of this work out to a subcontractor, the
5 subcontractor shall submit examples as described above. The videos and
6 reports shall be prepared by the Contractor who will actively be performing the
7 work.

8
9 The Contractor or subcontractor shall be responsible for modifications to
10 equipment, software, and/or inspection procedures necessary to achieve report
11 material of acceptable quality. No CIPP work shall commence prior to approval
12 of the examples by the Engineer. Once accepted, the report material shall serve
13 as a standard for the remaining work.

14
15 The CCTV Inspection shall include the following information:

- 16 • Continuous Display
- 17 • Date of Inspection
- 18 • Main segment number
- 19 • Corresponding plan sheet number
- 20 • Upstream and downstream manhole numbers
- 21 • Current distance along the mainline

22 23 **Submittals After Each Video Inspection:**

24 25 **Pre-Installation Inspection Reports**

26 The Contractor shall provide the Engineer with the Pre-Installation Inspection and
27 associated Inspection Report for each sewer main segment.

28
29 The Pre-Installation Inspection and associated Inspection Report for a sewer main
30 segment shall be submitted to the Engineer at least five (5) working days prior to
31 requesting "wet-out" for that sewer main segment.

32 33 **Disposal Invoices**

34 The Contractor shall submit, to the Engineer, an invoice for each load of disposed
35 waste materials from the disposal location. All costs associated with the removal,
36 transportation, and disposal of the waste materials shall be included in the per ton
37 Contract price for "Disposal of Waste Materials".

38 39 **7-20.3 Construction Requirements**

40 41 **7-20.3(1) Equipment**

42 43 **Cleaning Equipment**

44 Cleaning equipment shall be capable of removing dirt, grease, rocks, sand, roots and
45 other materials and obstructions from the sewer lines. Selection of equipment shall be
46 based on field condition such as access to manholes, quantity of debris, size of sewer
47 main pipe, condition of sewer main pipe, and pipe lining activities.

48 49 **7-20.3(2) Personnel**

1 All CCTV inspections shall be performed by a NASSCO-PACP Certified operator who
2 documents the date of the inspection, the condition of the pipe at each phase including
3 before and after liner installation, breaks, obstacles, and side sewers by closed circuit
4 television.

6 **7-20.3(3) Cleaning**

8 Prior to conducting CCTV inspection, the Contractor shall clean the sewer main
9 segment. Clean shall be defined as the removal of all accumulations including sludge,
10 dirt, sand, rocks, asphalt, concrete, grout, grease, roots, and any other solid or semi-
11 solid material existing in the pipe with 100% debris removal. It will be the Contractor's
12 responsibility to make as many cleaning passes as necessary to meet the above
13 definition of clean.

14
15 All roots shall be removed from the sewer lines. Special attention shall be used during
16 the cleaning operation to assure removal of roots from the joints and side sewer
17 connections. Procedures may include the use of mechanical equipment such as rodding
18 machines, root cutters, porcupines, and high-velocity hydro-jet cleaners. Precautions
19 shall be taken by the Contractor in the use of cleaning equipment to avoid any damage
20 to the existing pipe. Any damage of the sewer main pipe resulting from the Contractor's
21 cleaning operations, regardless of the existing condition of the pipe, shall be the
22 responsibility of the Contractor.

23
24 Sludge, roots, dirt, sand, rocks, grease, and other solids or semi-solid material resulting
25 from the cleaning operation shall be removed at the downstream manhole of the
26 segment being cleaned and disposed of in accordance with Section 7-20.3(4). Passing
27 materials from manhole section to manhole section is not permitted.

29 **7-20.3(4) Waste Material Disposal**

30
31 The Contractor shall dispose of all waste material removed from sewers during cleaning
32 operations at the City of Tacoma Eductor Decant Facility, located at 2101 Cleveland
33 Way, Tacoma, WA, 98421, or at another off-site location licensed to receive sewage
34 waste. Off-site locations shall be submitted to the Engineer for approval prior to any
35 disposal. No facility disposal fees will apply to the use of the City's Eductor Decant
36 Facility.

37
38 The Contractor shall submit the name, address, and telephone number of the off-site
39 disposal location along with proof, such as copies of invoices, of disposal of materials.

40
41 If the material removed from the wastewater system is suspected of being contaminated
42 (from odor or visual appearance), the Contractor shall contact the Engineer immediately
43 before disposing of the waste at either the City's facility or any other disposal facility.

44
45 Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage
46 or spillage will occur. **Under no circumstances shall sewage or solids be dumped**
47 **onto the ground surface, streets, catch basins, or storm drains.**

48
49 The Contractor shall begin work on this project with a clean and empty truck. If the
50 Contractor chooses to use trucks containing waste material from this project on any
51 another project, City or non-City, the Contractor shall first dispose of waste from this

1 project and then ensure the truck is clean and empty again prior to restarting work on
2 this project.

3
4 **Conditions of Use for the City of Tacoma Eductor Decant Facility**

- 5
6 1. The Contractor, and any subcontractor hired to perform cleaning operations,
7 shall attend a short facility orientation prior to actual use of the site at a time
8 agreed upon with the Contractor and the City’s maintenance staff. Contact Sewer
9 Transmission Operations and Maintenance Division at 253-591-5585 to schedule
10 an orientation of the facility.
11
12 2. The facility hours are Monday - Friday from 7:00 AM - 2:30 PM and 3:30 PM -
13 4:00 PM. The facility is closed from 2:30 PM - 3:30 PM for City of Tacoma use
14 only. The Contractor shall contact the Sewer Transmission Operations and
15 Maintenance Division at 253-591-5585 a minimum of one hour prior to arrival at
16 the facility to schedule access. The Contractor may request to use the facility
17 outside of regular hours by calling the Sewer Transmission Operations and
18 Maintenance Division at 253-591-5585 between 7:00 AM and 4:00 PM, Monday
19 through Friday, a minimum of 48 hours in advance of the requested disposal date
20 and time. Any disposal requests outside of regular hours will be dependent on
21 operational requirements and staff availability at the time of the request.
22 3. When cleaning wastewater segments, all liquids shall be decanted as much as
23 possible from the truck back into the wastewater sewer system before dumping
24 at the Eductor Decant Facility.
25

26 **7-20.3(5) CCTV Inspection**

27 **General**

28 The Contractor shall hire a third-party television inspection company to perform
29 television inspection services on all stormwater segments in the Plans.
30

31 The television inspection subcontractor must attend the Pre-Construction Conference in
32 order to discuss the submittal process and required formatting of videos and databases,
33 as described in this Section.
34

35 **Inspection and Video Criteria**

36 CCTV inspection work shall be completed by certified National Association of Sewer
37 Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP)
38 trained operator(s) using established PACP coding and observations. Coding and
39 observation results shall be recorded and presented on a per asset basis, from structure
40 to structure. A pipe asset is defined as one continuous pipe from the upstream structure
41 to the downstream structure. Footage shall be recorded with the starting and ending
42 points being the center of the manholes and/or catch basins, with the exception that if
43 partial segments are constructed in this Contract, including side sewers, the inspection
44 only needs to show all new work up to and including the connection to the existing pipe.
45 Inspections shall be performed after the manhole has been channeled and the camera
46 operator shall pan around and record the inside of each manhole and/or catch basin
47 constructed in this project at the start and end of each inspection. The television camera
48 shall have a resolution of 700 lines minimum and shall have a source of illumination
49 attached to it.
50

1 The video files shall be recorded and submitted in WMV format and include an
2 unmodified NASSCO-PACP Certified Access Database conducted entirely in digital
3 format with electronic reference to the survey which is intended to be imported into the
4 Contracting Agency's viewing software, GraniteNet. The PACP database must be in
5 MDB format (version 7.0.2 or greater) and shall include the Contracting Agency's SAP
6 ID for pipe segments and structures. No other file formats will be accepted unless
7 approved by the Contracting Agency.

8
9 All videos and database files shall be submitted via the Internet web-based project
10 management communications tool, e-Builder® software. The Contractor shall review
11 each video and database prior to submitting to confirm formatting is correct and no pipe
12 repairs are needed.

13
14 The Contractor shall provide video identifying each pipe segment by manhole, catch
15 basin, and pipe segment with the 7-digit SAP ID numbers. The inspection shall identify
16 all connections, general conditions of the sewer pipelines, problem areas, location of all
17 connections or problem areas by linear footage, and observations concerning the
18 condition of the pipe joints. The camera system used shall be capable of travelling up to
19 500 linear feet.

20
21 Although newly constructed, the sewers will likely be in service with flow present during
22 inspections. The Contractor shall clean the main within 24 hours of the CCTV
23 inspection. The lens shall remain clean and clear for the duration of the inspection.
24 Should the lens become soiled, or fogged, or otherwise impaired to any degree that
25 impedes the ability to clearly see the condition of the pipe, the inspection shall be halted
26 to clean and clear the lens. No additional compensation will be made for re-inspections
27 required by the Contracting Agency due to soiled, fogged, or otherwise impaired camera
28 lenses.

29
30 The Contractor shall maintain sufficient light levels within the main to allow for visual
31 inspection of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the
32 Contractor shall make certain that the light levels are not so bright that visual inspection
33 is impeded.

34
35 The CCTV Inspection shall be a continuous, unedited video and shall include the
36 following information:

- 37 • Date of Inspection
- 38 • Main segment number
- 39 • Upstream and downstream manhole and/or catch basin numbers
- 40 • Current distance along the mainline

41
42 In addition, the Contractor shall perform wastewater side sewer inspections where they
43 exist via a mainline camera with a lateral launching setup. The lateral launch camera
44 shall be capable of extending at least 30 feet from the main into side sewers and shall
45 include an on-screen footage counter. The quality of the side sewer inspection shall
46 meet the same requirements as the mainline camera. The lateral launch camera must
47 be self-leveling and shall also include a sonde transmitter to locate the side sewer in the
48 event of a defect. All side sewer inspections within a given segment shall be
49 incorporated into the same video and database file as the mainline inspection.

50

1 The Contractor shall bear all costs incurred in correcting any deficiencies found during
2 television inspection including the cost of any additional cleaning and television
3 inspection that may be required by the Engineer to verify the correction of said
4 deficiency.

5
6 The Contractor shall perform CCTV inspection after cleaning the sewer lines to
7 document the condition of the host pipe, verify the footages of side sewer connections,
8 and verify the lines were cleaned in accordance with these specifications.

9
10 Video footage shall be taken from center of manhole to center of manhole. If any
11 amount of the complete footage for the said segment is missing, the submittal will be
12 rejected and the Contractor shall re-inspect the segment to capture the full footage.

13
14 In order to allow for an accurate analysis of the condition of the existing sewer main/host
15 pipe, the Contractor shall ensure that the entire surface of the sewer main under
16 inspection is clearly visible. When the depth of sewage, which may be caused by
17 existing defects such as sags, offsets, voids, etc., obstructs the ability of the Engineer to
18 clearly view the sewer main/host pipe surface, the Contractor shall halt the inspection
19 and remove the sewage from the main using high velocity jetting machines, or other
20 non-destructive methods acceptable to the Engineer. Once the main section under
21 inspection is clear of sewage the inspection may resume.

22
23 If the incoming flows are sufficient to obstruct the ability of the Engineer to clearly view
24 the entire surface of the sewer main/host pipe under inspection, the Contractor shall
25 temporarily plug all incoming flows to the upstream manhole, and bypass pump around
26 the plugged segment and the sewer main segment under inspection. Bypass pumping
27 from the upstream manhole shall be utilized in accordance with Section 7-08 of these
28 Special Provisions.

29
30 Flows introduced by laterals are unavoidable and expected, however, should these flows
31 introduce sufficient fluids to obscure the visibility of the pipe, the Contractor shall halt the
32 inspection until the sewage has been removed.

33
34 If the Contractor should find rocks and sediments, grease, grout, protruding laterals, or
35 other obstructions that would otherwise prevent the installation of a liner, they shall halt
36 the inspection and remove said obstructions prior to completing the CCTV inspection.

37
38 The Contractor shall maintain a clean and clear lens for the duration of the CCTV
39 inspection. Should the lens become soiled, or fogged, or otherwise impaired to any
40 degree that impedes the ability to clearly see the condition of the pipe, the Contractor
41 shall halt the inspection and clean/clear the lens of any foreign matter impeding the
42 visual inspection. No additional compensation will be made for re-inspections required
43 by the Engineer due to soiled, fogged, or otherwise impaired camera lenses.

44
45 The Contractor shall maintain sufficient light levels within the main to allow for visual
46 inspection of the pipe walls for a minimum distance of three (3) feet in front of the
47 camera lens for all 8" to 10" pipe, and four (4) feet for all pipe sizes 12" and larger.
48 Additionally, the Contractor shall make certain that the light levels are not so bright that
49 visual inspection is impeded.

50

1 Should the camera get stuck in the sewer, the Contractor shall be responsible for all
2 costs in extracting it. Costs related to difficulties encountered during internal video
3 inspection are incidental to the contract, and claims will not be considered.

5 **7-20.3(6) Assessment of Sewer Lines**

7 **7-20.3(6)A General**

9 This Work shall generally consist of assessing the existing condition and ability to line a
10 sewer main segment.

12 **7-20.3(6)B Lining Feasibility**

14 **Pre-Installation Inspection Report Review**

15 Prior to approving a sewer main segment for CIPP lining, the Contractor shall review all
16 information in the Pre-Installation Inspection Report. The CCTV Inspection for each
17 sewer main segment shall be viewed in its entirety to ensure there were no missed
18 service connections or pipe defects during the CCTV inspection.

20 **Minimum Acceptable Conditions**

21 The Contractor is responsible for determining whether or not a sewer main segment is
22 suitable for CIPP lining by viewing the complete pre-installation inspection videos and
23 reports. The Contractor shall not install a CIPP liner in any sewer main segment with
24 existing defects that interfere with or cause a reduction in hydraulic capacity, or which
25 may interfere with future CCTV Inspection operations, or which may hinder in any way
26 the quality of installation of the CIPP liner system. If a sewer main segment is not
27 suitable for lining it shall be noted on the Video Inspection Report and presented to the
28 Engineer.

30 The following sewer main pipe defects and conditions shall be considered as guidelines
31 when performing CCTV Inspection review and making lining feasibility assessments.

33 **Sags:**

34 Any section of a sewer main segment that has a sag which causes sewage levels to
35 continuously reach half pipe or greater, and which is longer than ten (10) feet in length
36 shall be noted on the Video Inspection Report and presented to the Engineer. The
37 Engineer shall make the final determination of whether the sag is acceptable or needs
38 repair prior to lining.

40 **Protruding Laterals:**

41 Any side sewer lateral that encroaches into the inside diameter of the sewer main host
42 pipe shall be considered a protruding lateral. The Contractor shall take appropriate
43 measures to internally remove that portion of the lateral that is protruding. The method
44 used to remove the protrusion shall not be destructive to that portion of the side sewer
45 lateral outside of the inside surface of the of the sewer main host pipe, and shall result in
46 a smooth, non-jagged edge which will not hinder in any way the quality of the installation
47 of the CIPP liner system.

49 If the Contractor is unable to remove the protruding lateral it shall be noted on the Video
50 Inspection Report and presented to the Engineer. The Engineer shall make the final
51 determination of whether the protruding lateral is acceptable or needs repair prior to

1 lining. Internal removal of protruding laterals shall be included in the cost for “Pre-
2 Installation Cleaning and Inspection”, per linear foot.

3
4 **Bends and Curves:**

5 If, in the opinion of the Contractor, there exists a section in the sewer main segment with
6 bends or curves which may prevent lining operations, or future CCTV inspections after a
7 liner has been installed, or which may hinder in any way the quality of installation of the
8 CIPP liner system, it shall be noted on the Video Inspection Report and presented to the
9 Engineer.

10
11 **Offset Joints:**

12 Any joint that is offset by more than one half ($\frac{1}{2}$) of an inch in an 8-inch diameter pipe or
13 one (1) inch in a 10-inch diameter pipe or larger shall be noted on the Video Inspection
14 Report and presented to the Engineer. The Engineer shall review the defect and make a
15 final determination of whether the offset is acceptable or needs to be repaired prior to
16 lining.

17
18 **Roots:**

19 The Contractor is required to remove all roots within the sewer main pipe as a part of the
20 cleaning operations. If there are any roots growing into the main from a side sewer
21 lateral the Contractor shall take measures to cut them back to the point that they are no
22 longer in the main. The Contractor shall note these occurrences on the Video Inspection
23 Report.

24
25 **Other Defects:**

26 Any other defects in a sewer main segment that, in the Contractor’s opinion, will impede
27 the Contractor’s ability to clean and or line to the level of quality required within this
28 Contract shall be noted on the Video Inspection Report and presented to the Engineer.

29
30 **7-20.3(7) Short Liner Repair for Host Sewer Pipe**

31
32 If the Contractor proposes point repairs by trenchless short liner repair prior to the
33 Contractor lining the entirety of the host sewer pipe with thermal-cure CIPP technology,
34 the Contractor shall notify the Engineer immediately. If the Engineer reviews and
35 approves the short liner repair, the Contractor shall provide and install a short liner repair
36 for the host sewer pipe. The repair shall be performed with a liner to cover the defect(s) in
37 the host sewer pipe.

38
39 Contractor’s personnel involved in the short liner repair installation shall be certified by
40 liner manufacturer. Lining shall be applied per Manufacturer’s specifications and
41 instructions and applied only by the manufacturer’s trained and certified personnel.
42 Inspection with CCTV shall be considered incidental to the short liner repair. The finished
43 short liner repair shall be measured in accordance with the applicable sections of ASTM
44 Test Method D 5813 and D 3567. Flexural strength and flexural modulus of elasticity shall
45 be determined in accordance with ASTM D790.

46
47 Additional cleaning and preparation of host sewer pipe short liner repair and bypass
48 pumping shall also be incidental to the short liner repair for host sewer pipe bid item.
49 The Contractor shall submit a list of materials and procedures for approval by the
50 Engineer per Special Provisions Section 1-05.3. Samples will be provided to the
51 Engineer upon request.

1
2 Short liner repair for host sewer pipe which fail prior to the Contractor lining the entirety
3 of the host sewer pipe with thermal-cure CIPP technology will be removed and replaced
4 at the Contractor's cost.

5
6 **7-20.4 Measurement**

7 *This section is supplemented with the following:*

8
9 Payment will be made in accordance with Section 1-04.1, for each of the following Bid
10 items that are included in the Proposal.

11
12 The number of linear feet of the sewer main pipe cleaned and inspected will be
13 measured from center of manhole to the center of manhole verified by CCTV inspection.
14 This measurement will only be made one time, regardless of the number of passes it
15 takes to get the sewer main segment cleaned and inspected in accordance with these
16 Specifications.

17
18 "Disposal of Waste Materials" will be measured by the ton.

19
20 The short liner repair for host sewer pipe by force account as provided in Section 1-09.6.

21
22 **7-20.5 Payment**

23 *This section is supplemented with the following:*

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

27
28 "Pre-Installation Cleaning and Inspection", per linear foot

29
30 The unit contract price for "Pre-Installation Cleaning and Inspection", per linear foot, shall
31 be full pay for all labor, equipment, and materials required to clean, inspect and remove
32 any protruding laterals in accordance with these Specifications.

33
34 "Disposal of Waste Materials", per ton

35
36 The unit Contract price for "Disposal of Waste Materials", per ton, shall be full pay for all
37 labor, equipment, materials, transportation, and any disposal fees for non-Contracting
38 Agency owned waste facilities if not utilizing the City of Tacoma Eductor Decant Facility,
39 required to dispose of all waste materials removed from the sewer main pipe during
40 cleaning and rehabilitation operations in accordance with these Specifications.

41
42 "Short Liner Repair for Host Sewer Pipe" shall be paid for in accordance with Section 1-
43 09.6.

44
45 All costs for labor, equipment, materials, cleaning, preparation, pre-CCTV inspection,
46 post-CCTV inspection, bypass pumping, furnishing and installing the short liner for the
47 bid item "Short Liner Repair for Host Sewer Pipe" will be paid for in accordance with
48 Section 1-09.6.
49

1 For the purpose of providing a common Proposal for all Bidders, the Contracting Agency
2 entered an amount for "Short Liner Repair for Host Sewer Pipe" in the Proposal to
3 become a part of the total Bid by the Contractor.

4
5
6 **END OF SECTION**
7

8
9 *Add the following new section:*

10
11 **7-21 CURED-IN-PLACE PIPE REHABILITATION**
12 **(*****)**

13
14 **7-21.1 Description**

15
16 This Work shall consist of rehabilitating storm sewer pipelines using Cured-In-Place Pipe
17 (hereinafter referred to as CIPP) within the existing, structurally deteriorated pipe.

18
19 The rehabilitation of pipelines utilizing CIPP shall generally consist of the installation of a
20 **thermal-cure, resin-impregnated flexible felt tube with a styrene barrier and pre-**
21 **liner** when cured, shall extend the full length of the original pipe and provide a
22 structurally sound, smooth, jointless and watertight pipe. The Contractor is responsible
23 for proper, accurate and defect free installation of the new pipe regardless of the
24 methods described herein.

25
26 **7-21.1(1) Reference Specifications, Codes, and Standards**

27
28 The following documents form a part of this Specification to the extent stated herein and
29 shall be the latest editions thereof. Where differences exist between codes and
30 standards, the one affording the greatest protection shall apply, as determined by the
31 City.

32		
33	ASTM F1216	Standard Practice for Rehabilitation of Existing
34		Pipelines and Conduits by the Inversion and Curing
35		of a Resin-Impregnated Tube.
36		
37	ASTM F1743	Standard Practice for Rehabilitation of Existing
38		Pipelines and Conduits by the Pull in and inflate
39		and Curing of a Resin-Impregnated Tube.
40		
41	ASTM D543	Test Method for Resistance of Plastics to Chemical
42		Reagents
43		
44	ASTM D638	Standard Test Method for Tensile Properties of
45		Plastics.
46		
47	ASTM D790	Standard Test Methods for Flexural Properties of
48		Unreinforced and Reinforced Plastics and Electrical
49		Insulating Materials.
50		

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ASTM D2122	Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings
ASTM D3567	Standard Practice for Determining Dimensions of "Fiberglass" (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings
ASTM D5813	Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe
NASSCO	Guideline for the Safe Use and Handling of Styrene-Based Resins in Cured-in-Place Pipe
NASSCO	Cured-in-Place Pipe Installation Performance Specification

7-21.1(2) Contractor Submittals

Submittals shall be in accordance with Section 1-05.3(5) of these Specifications.
Submittals shall include, but not be limited to, the items identified in these Specifications and in Section 1-05.3(5) of these Specifications.

- A. **CIPP Installation Plan/Schedule** – The Contractor shall submit a detailed installation plan and schedule of CIPP construction to include the Order of Work described herein. This plan should describe all preparation work, cleaning and inspections, spot repair plan/schedule, product shipping timeframe, bypass pumping testing, proposed catch basin removal and reinstallation, installation shot schedule, CIPP operations, testing and quality control, and all necessary and appropriate elements for a complete liner installation. This plan should reference the Temporary Sewer Bypass Plans, Noise Variance Permits, Traffic Control Plans, and other necessary permit procurement timelines to demonstrate scheduling consistency among these essential components of a successful CIPP installation.

Order of Work

The Contractor shall complete the CIPP Installation Plan/Schedule in the following Contracting Agency's order:

- a) The first order of work will include the Contractor diligently pursuing traffic control permits, noise variance permits, and all other necessary permits within 5 working days from Notice to Proceed for the pre-cctv cleaning, installation of short liner repairs for host pipes, installation of thermal-cure liners, and post-cctv cleaning activities.
- b) The second order of work shall be the cured-in-place installation of the stormwater segments with the highest flow rates to lowest flow rates provided in the table in Special Provisions Section 7-08.3(5)C.

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- B. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, satisfactory written guarantee of their intent to comply with the manufacturer's standards and NASSCO safety guidance for all materials and techniques being used in CIPP process. Any proposed modifications to the manufacturer's recommended standards shall be approved by the Engineer prior to installation of the product.
- C. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, certified test results from the manufacturers which indicate that all materials conform to the applicable requirements.
- D. Chemical resistance submittals – The Contractor shall submit CIPP test results that meet the chemical resistance requirements of ASTM F1216 and ASTM F1743, Section 5.2.6. CIPP samples tested shall be of fabric tube and the specific resin proposed for actual construction. It is required that CIPP samples without plastic coating meet these chemical testing requirements.
- E. The chemical resistance tests should be completed in accordance with Test Method D543. Exposure should be for a minimum of one month at 73.4 degrees F. During this period, the CIPP test specimens should lose no more than 20 percent of their initial flexural strength and flexural modulus when tested in accordance with ASTM F1216 and ASTM F1743, whichever is applicable, when subjected to the following solutions:

Chemical Solution	Concentration, percent
Tap Water (pH 6-9)	100
Nitric Acid	5
Phosphoric Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent	0.1
Soap	0.1

The Contractor shall be responsible for all costs associated with the chemical resistance tests.

- F. CIPP Field Samples –The Contractor shall submit test results from previous field installations of the same resin system and tube materials as proposed for the actual installation. Field sampling procedure shall be in accordance with ASTM F1216 or ASTM F1743 and in accordance with ASTM D5813.
- G. MSDS Sheets – The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.

1 H. Informational Handout – The Contractor shall submit an informational
2 handout that describes the materials, processes, installation,
3 pressures, temperature limitations, and odors associated with the lining
4 process that shall be provided at the request of concerned
5 residents/business owners. The informational handout shall also
6 include the City of Tacoma Environmental Services contact information:
7

- 8 a. Andrew Stark, email: AStark@cityoftacoma.org and phone
9 number: (253) 325-0801.

10
11 **7-21.2 Materials**

12
13 **7-21.2(1) General**

14
15 Neither the CIPP product, nor its installation, shall cause adverse effects to any of the
16 City processes or facilities. The use of the product shall not result in the formation or
17 production of any detrimental compounds or by-products at the wastewater treatment
18 plant. The Contractor shall notify the City and identify any by-products produced as a
19 result of the operations, test and monitor the levels, and comply with any and all local
20 waste discharge requirements.
21

22 **7-21.2(2) Product Storage and Handling**

23
24 All materials shall be accompanied by test reports certifying that the material conforms to
25 the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a
26 manner consistent with written recommendations of the manufacturer. Storage locations
27 shall be approved by the Engineer. All damaged materials and pipe rejected by the
28 Engineer shall be promptly removed from the project site at the Contractor's expense
29 and disposed of in accordance with current applicable regulations. Damage includes,
30 but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV)
31 degradation.
32

33 **7-21.2(3) Fabric Tube with Styrene Barrier Coating and Pre-Liner**

- 34
35 1. The fabric tube shall consist of one or more layers of flexible, needled felt or an
36 equivalent non-woven or woven material, or a combination of nonwoven and
37 woven materials, capable of carrying resin, and withstanding installation
38 pressures and curing temperatures, as required in ASTM F 1216, Section 5 or
39 ASTM F 1743, Section 5; and ASTM D 5813, Sections 5, 6 and 8.
40
41 2. The fabric tube shall be manufactured to a size that when installed will tightly fit
42 the internal circumference and the length of the original pipe. The tube shall
43 have sufficient strength to bridge missing pipe section and be able to stretch to fit
44 irregular pipe sections and negotiate bends. Allowance shall be made for
45 circumferential and longitudinal stretching during installation. Diametric shrinking
46 during the curing process shall meet the requirements of ASTM D 5813, Section
47 6.3.1 or better.
48
49 3. The outside layer of the fabric tube shall be coated with an impermeable, flexible
50 membrane that will contain the resin during and after fabric tube impregnation,
51 and facilitate monitoring of the resin saturation during the resin impregnation

1 (wetout) procedure. The outside layer of the fabric tube coating shall also create
2 a barrier for styrenated resin systems. This method will be used with a pre-liner
3 which will be required to limit styrene emissions from steam. The coating and
4 pre-liner shall act as a complete styrene barrier system.
5

- 6 4. The fabric tube felt shall be homogeneous across the entire wall thickness
7 containing no intermediate or encapsulated elastomeric layer. No material shall
8 be included in the fabric tube that may cause de-lamination in the cured CIPP.
9 No dry or unsaturated layers shall be acceptable upon visual inspection as
10 evident by color contrast between the felt and the activated resin containing a
11 colorant.
12
- 13 5. The wall color of the interior pipe surface of CIPP after installation shall be a light
14 reflective color so that a clear detailed examination with CCTV inspection may be
15 made. The hue of the color shall be dark enough to distinguish a contrast
16 between the fully resin saturated felt fabric and dry or resin lean areas.
17
- 18 6. Seams in the fabric tube shall be equal to, or greater in strength than the non-
19 seamed felt fabric.
20
- 21 7. The outside of the fabric tube shall be marked with the name of the
22 manufacturer.
23
- 24 8. The nominal fabric tube wall thickness shall be constructed to the nearest 1.5
25 mm increment, rounded up from the design thickness for that section of installed
26 CIPP. Wall thickness transitions, in 1.5 mm increments or greater as
27 appropriate, may be fabricated into the fabric tube between installation entrance
28 and exit access points.
29
- 30 9. The minimum length of the fabric tube for any sewer main segment shall be that
31 deemed necessary by the installer to effectively span the distance from the
32 starting manhole to the terminating manhole or access point, plus that amount
33 required to run-in and run-out for the installation process.
34

35 **7-21.2(4) Resin**

36

- 37 1. The resin/liner system shall meet the 10,000 hour test in accordance with ASTM
38 D2990 or equivalent testing.
39
- 40 2. The resin shall be a chemically resistant isophthalic based polyester thermoset
41 resin and catalyst system, or epoxy resin and hardener that are compatible with
42 the installation process. Vinyl Esters may be used; however they shall only be
43 used when specifically called for by the Engineer. The resin should be able to
44 cure both in the presence and without the presence of water and the initiation
45 temperature for cure should be less than 180 degrees Fahrenheit. When
46 properly cured the resin/liner system shall meet the structural and chemical
47 resistance requirements of ASTM F1216, and/or ASTM F1743.
48
- 49 3. The activated resin shall contain a colorant compatible with the resin, organic
50 peroxides and the installation and curing process, such as CreaNova® CHROMA
51 CHEM 844-7260 Phthalo-Blue, or equivalent, at a level of 0.01-0.035 % by the

weight of the resin. The colorant shall be added concurrently with the organic peroxide activator solution, or immediately after adding it to the resin, to serve as a multi-purpose visual quality assurance indicator. For systems using a photo-initiator catalyst no colorant in the activated resin is required.

4. Prior to construction, the Contractor shall submit a baseline infrared spectrum chemical fingerprint of the type of resin to be used for this project on 8 ½" x 11" format.

7-21.2(5) CIPP Structural Requirements

1. The thickness of each liner installed shall be determined using calculation methods that are consistent with industry standards, City of Tacoma design requirements, and the requirements of all applicable ASTMs. The Contractor's Design Engineer shall submit stamped and signed designs prior to the installation of any liner. The design calculations shall be stamped and submitted by an engineer within the state of Washington. The designs shall include a step by step calculation that shows all equations, defines all variables, lists all assumptions, and clearly indicates all values used for the design.
2. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design flexural modulus as determined by ASTM D790 test method.
3. The cured in place pipe material (CIPP) shall conform to the structural properties as listed below.

MINIMUM PHYSICAL PROPERTIES

Property	Test Method	Cured Composite
Wall Thickness	ASTM D2122	Per ASTM F1216
Flexural Modulus of Elasticity	ASTM D-790 (short term)	250,000 psi
Flexural Strength	ASTM D-790	4,500 psi

4. The required structural CIPP wall thickness shall be based as a minimum on the physical properties indicated above, the Design Equations in the appendix of ASTM F1216, and the following design parameters:

Design Safety Factor	2.0
Creep Retention Factor	50%
Ovality	2%
Modulus of passive soil reaction	1,000 psi
Groundwater Depth	Assume at surface
Soil Depth (above the crown)	See Plan Set
Live Load	H-20 (Highway Loading)
Soil Load (assumed)*	134 LB/Cu. Ft.
Pipe Condition	Fully Deteriorated
Minimum service life	50 years

* No soils investigation related to this project has been performed.

1
2 **7-21.3 Construction Requirements**
3

4 **7-21.3(1) Safety**

5 The Contractor shall carry out his operations in strict accordance with all NASSCO,
6 OSHA, WISHA, NIOSH and manufacturer's safety requirements.
7

8 **7-21.3(1)A Safety Plan**
9

10 The Contractor shall prepare a project-specific safety plan (Safety Plan) in accordance
11 with Section 1-05 that will be used for the duration of the project. The Contractor shall
12 submit the Safety Plan to the Project Engineer before commencing lining activities.
13

14 The Safety Plan shall identify all competent persons and shall include a description of a
15 daily safety program for the job site and all emergency procedures to be implemented in
16 the event of a safety incident.
17

18 The Safety Plan shall detail the Contractor's plans for protecting workers and the public
19 in and around the location of all project construction activities, including both temporary
20 bypass pumping and CIPP construction. Particular attention shall be paid to those safety
21 requirements involving workers entering confined spaces, operations with hot media,
22 and worker and public exposure to chemicals.
23

24 Minimum recommendations regarding CIPP installation include the following:
25

26 **For CIPP job sites:**
27

- 28 1. All workers shall have proper personal protective equipment (PPE).
- 29
- 30 2. No worker shall enter a job-site manhole during curing operations.
- 31
- 32 3. A perimeter shall be maintained around the job site to prevent the public from
33 entering.
- 34
- 35 4. The Contractor may elect to conduct job site air monitoring may for the benefit of
36 the Contractor's workers at the Contractor's expense and documented for the
37 established preventive perimeter.
- 38
- 39 5. Define and maintain good housekeeping practices at all times throughout the
40 project period.
- 41
- 42 6. Always keep the public informed and address their questions and concerns.
43

44 **7-21.3(1)B Preparatory Work**
45

- 46 1. Property Owner Notifications – Per Section 1-07.16(1) of these Specifications.
- 47
- 48 2. Cleaning and Inspection of Lines – Per Section 7-20 of these Specifications.
- 49
- 50 3. The Contractor shall verify the lengths in the field prior to ordering and prior to
51 impregnation of the tube with resin, to ensure that the tube will have sufficient

1 length to extend the entire length of the run. The Contractor shall also measure
2 the inside diameter of the existing pipelines in the field prior to ordering liner so
3 that the liner can be installed in a tight-fitted condition.
4

5 4. Active Side Sewers
6

7 All side sewer bypass operations, if needed, shall conform to Section 7-08,
8 Temporary Bypass Pumping.
9

10 5. "Wet-Out" Process for Resin / Tube Composite
11

12 The quantity of resin used for the fabric tube impregnation shall be sufficient to fill
13 the volume of all voids in the fabric tube material with additional allowances for
14 polymerization shrinkage and the loss of resin through cracks and irregularities in
15 the host pipe wall.
16

17 A vacuum impregnation process shall be used. To ensure thorough resin
18 saturation throughout the length of the fabric tube, the level of the vacuum and
19 the speed of the resin advance shall be coordinated so that white spots (dry
20 areas) at the inside surface of the flexible membrane shall be small, shallow, less
21 than 10% of the tube wall thickness or 3-mm, whichever is less, and be less than
22 1% of the volume of the resin per unit length.
23

24 A roller system shall be used to uniformly distribute the resin throughout the
25 fabric tube. The roller gap dimension shall be calculated by a method that
26 determines the correct volume of resin/tube per foot contained within the
27 confining perimeter of the flexible membrane.
28

29 The "wet-out" tube shall meet ASTM F 1216, 7.2 or ASTM F 1743, 6.2 as
30 applicable, and shall have a uniform thickness and excess resin distribution that
31 when compressed at installation pressures will meet or exceed the design
32 thickness after cure.
33

34 No dry or unsaturated layers shall be acceptable upon visual inspection as
35 evident by color contrast between the felt fabric and the activated resin
36 containing a colorant.
37

38 The person in charge of the "wet-out" process, as identified in the Statement of
39 Qualifications for CIPP Rehabilitation, shall complete and sign a "wet-out" sheet
40 for each liner to be delivered to the site. The certified "wet-out" sheet shall
41 include, but is not limited to, "wet-out" date, resin identification, fabric tube length,
42 diameter, and thickness. The Contractor shall submit to the Engineer the signed
43 "wet-out" sheet for each liner delivered to the site. Additionally, the Contractor
44 shall submit a sample "wet-out" sheet from a previous job for the Engineer's
45 review prior to the start of the "wet-out" process for the current project.
46

47 The City reserves the right to inspect all phases of production and testing of
48 materials, from manufacturing, shipping, "wet-out", installation, and cure, to
49 finished product.
50

1 **7-21.3(2) Pipe Liner Installation**

2
3 **7-21.3(2)A General**

4
5 The CIPP liner shall be installed and cured in the host pipe per the manufacturer's
6 specifications as described and submitted in Section 1-05.3(5) of these Special
7 Provisions.

8
9 CIPP installation shall be in accordance with applicable ASTM F1216, Section 7, or
10 ASTM F1743, Section 6, with the following modification:

- 11
- 12 1. Final Cleaning and Inspection: The existing host pipe shall be cleaned just prior
13 to insertion of the liner. A maximum of **one hour** may elapse between this final
14 cleaning/flushing pass and the insertion of the liner. The Contractor shall
15 dispose of all waste material removed from sewers during cleaning operations at
16 the City of Tacoma Eductor Decant Facility or at another off-site location licensed
17 to receive sewage waste. Off-site locations shall be submitted to the Engineer for
18 approval prior to any disposal. No facility disposal fees will apply to the use of the
19 City's Eductor Decant Facility.
20
 - 21 2. After the cleaning is complete, a final camera pass shall be made to verify the
22 cleanliness of the line. This final pass shall be completed in the presence of the
23 Engineer and accepted as 'clean'. This final video inspection shall be videotaped
24 and submitted with Post Installation Inspection and associated Inspection Report
25 to the Engineer.
26
 - 27 2. Bypass pumping from upstream manholes shall be utilized in accordance with
28 Section 7-08 of these Special Provisions to exclude any sewage from entering
29 the line during the inspection. All standing sewage and wastewater shall be
30 removed from the main during final video inspection to provide the Contractor
31 with a completely unobstructed view of the host pipe.
32
 - 33 3. Prior to installation of the liner, the heat source shall be fitted with suitable
34 monitors to gauge the temperature of the incoming and outgoing heat supply.
35 Additional monitors (typically thermocouple probes) are required and shall be
36 installed between the impregnated tube and the pipe invert at the termination to
37 allow for the monitoring and logging of temperatures during the cure cycle. The
38 Contractor shall have back-up monitors available at all times.
39
 - 40 4. Tube Insertion – The wetout tube shall be positioned in the pipeline using either
41 air or water inversion, or a pull-in method. The tube shall be pulled-in or inverted
42 through an existing manhole or approved access point and fully extend to the
43 next designated manhole or termination point. The pressure head shall remain
44 constant to avoid wrinkles in the liner. The Contractor shall protect the manholes
45 to withstand forces generated by equipment, water, or air pressures used while
46 installing the tube. If a lubricant is used during the installation process the
47 Contractor shall submit material data to the Engineer prior to its use for approval.
48 No petroleum based lubricants, such as mineral oil, shall be approved for use.
49 The Contractor may be required to place an absorbent material in the area of
50 installation (i.e. around truck area, gutter line, or where appropriate).
51

1 If a pulling method is used, a cable shall be strung through the existing pipe to be
2 rehabilitated and attached to the liner through an existing manhole or access
3 point. The liner shall be pulled through the existing manhole and through the
4 existing pipe by this cable. Care shall be taken not to damage the liner or host
5 pipe during the installation.
6

7 Liners installed in pipe segments that contain a vertical or horizontal curve shall
8 utilize the inversion method. If, in the opinion of the Contractor, it is deemed
9 suitable to utilize the pull-in method for any pipe with a vertical or horizontal
10 curve, it shall be noted on the pre-installation video inspection report and
11 presented to the Engineer for approval for this method. If neither method is
12 deemed suitable for liner installation the line segment will be removed from the
13 contract.
14

15 **7-21.3(2)B Curing and Cool Down for Heated Water or Steam**

- 16
17 1. After liner placement is completed, a suitable heat source and distribution
18 equipment shall be provided to distribute or re-circulate hot water or steam
19 throughout the pipe. The equipment shall be capable of delivering hot water or
20 steam throughout the section to uniformly raise the temperature above the
21 temperature required to cure the resin. This temperature shall be determined by
22 the manufacturer based upon the resin/catalyst system employed. The curing of
23 the CIPP must take into account the existing pipe material, the resin system, and
24 ground conditions (temperature, moisture level, and thermal conductivity of the
25 soil).
26
- 27 2. To ensure that each phase of the process is achieved at the approved
28 manufacturer's recommended temperatures, suitable monitors to gauge and
29 record temperatures of the incoming and outgoing heat source during the curing
30 and cooling shall be placed between the tube and pipe invert at each end. A
31 back-up monitor is required in the event of monitor failure.
32
- 33 3. The Contractor shall submit the cure and cool down periods as recommended by
34 the resin manufacturer. If an accelerant is used the Contractor shall submit the
35 adjusted cure and cool down periods based on the accelerant Manufacturer's
36 recommendations. Recirculation of the hot water or steam shall be maintained
37 continuously throughout this period.
38
- 39 4. During the cure and cool down process, the Contractor shall keep logs, charts
40 and/or graphs of the liner temperatures at the specified locations to ensure that
41 proper temperatures and cure times have been achieved. Certified cure logs and
42 cool down schedules shall be submitted for each installed liner.
43
- 44 5. The Contractor shall maintain the maximum and minimum pressure required to
45 hold the tube tight against the host pipe during the curing process until finished
46 curing, per manufacturer's recommendation.
47
- 48 6. When cooling with water or air, the exterior "skin" (interface) temperature on both
49 ends reaches 80 F or less, the processing shall be finished. The equipment may
50 then be disconnected.
51

- 1 7. Care shall be taken in the release of the static head so that a vacuum will not
2 develop that could damage the newly installed liner.
3
- 4 8. All water used or accumulated during the cure and cool down process of storm
5 sewers shall not be discharged back into the storm system or into receiving
6 waters, but shall be discharged to the sanitary sewer system. Prior to
7 discharging to the sanitary sewer, the cure water shall meet the minimum
8 conditions established in a Special Approved Discharge (SAD) permit. The City
9 will obtain the SAD permit. It shall be the Contractor's responsibility to maintain
10 compliance with the SAD permit.
11

12 **7-21.3(2)C Finished Pipe Liner**

- 14 1. The finished lining shall be continuous over the entire length of an installation run
15 and be free of visual defects, including but not limited to, foreign inclusions,
16 cracks, dry spots or unsaturated layers, pinholes, wrinkles, blisters, bulges, soft
17 spots, and de-lamination. The lining shall be impervious and free of any leakage
18 from the pipe to the surrounding ground or from the ground to inside the lined
19 pipe. If these conditions are present, the affected portions of CIPP will be
20 removed and replaced with an equivalent repair equal to the product installed.
21
- 22 2. Any defect, which will or could affect the structural integrity, strength, capacity, or
23 future maintenance of the installed liners, shall be repaired at the Contractor's
24 expense, in a manner approved by the Engineer.
25
- 26 3. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points
27 in the manhole, and the ends sealed with an epoxy or resin mixture compatible
28 with the liner/resin system and shall provide a watertight seal. Sealing material
29 and installation method shall be submitted and approved by the Engineer prior to
30 start of construction. Hydraulic cements and quick-set cement products are not
31 acceptable.
32

33 **7-21.3(3) Internal Reinstatement of Side Sewers**

34
35 After the CIPP has been properly cured and cooled, the Contractor shall internally
36 reinstate the existing active side sewer laterals. Internal reinstatement of laterals shall
37 be performed by a qualified individual with experience in successful internal lateral
38 cuttings. The cutting device shall produce a neat, clean and smooth opening 95%
39 minimum and 100% maximum of the same size and configuration of the existing side
40 sewer lateral.
41

42 Side sewer laterals shall not be overcut beyond the tolerances specified in these Special
43 Provisions. In the event a side sewer lateral is overcut, the Contractor shall repair using
44 a short liner and re-cut the side sewer lateral. No additional payment shall be paid for
45 the repair of overcut side sewer laterals.
46

47 **7-21.3(4) Locations of Side Sewer Laterals/Cut Sheets**

48
49 Main segment Cut Sheets will be provided to the Contractor within ten (10) working days
50 after the receipt of the Pre-Installation Inspection submittal. The Cut Sheets will be
51 developed after the Engineer has reviewed the Pre-Installation Inspection and

1 associated Inspection Reports. The Engineer will note the side sewer lateral footages
2 (as determined in the inspection), active/inactive status of the side sewer lateral
3 connection, and the clock position of the laterals on the cut sheet.

4
5 The Contractor shall only reinstate laterals that are identified as being active. If the
6 contractor reinstates a side sewer lateral that is inactive, the Contractor has effectively
7 introduced a point for infiltration to enter the sewer main segment. In this circumstance,
8 the Contractor shall perform, at their expense, an appropriate internal or external spot
9 repair to remove this potential source of infiltration. Spot repair methods and materials
10 shall be approved by the Engineer prior to implementation. No additional payment shall
11 be paid for the spot repair of side sewer lateral reinstatements.

12
13 If the Contractor fails to reconnect an active side sewer lateral the Contractor shall use
14 whatever means necessary to reinstate the side sewer lateral at his/her own expense.
15 The Contractor shall be held financially liable for all claims for damages resulting from
16 the missed reinstatement.

17 18 **7-21.3(5) Final Acceptance**

- 19
20 1. The Contractor shall perform a CCTV inspection in accordance with Section
21 8.6 of ASTM F1216 and ASTM F1743 after installation of the CIPP liner and
22 reconnection of the active side sewer laterals. The quality of the Post-
23 Installation CCTV inspection shall be held to the same standards as the Pre-
24 Installation CCTV inspection. During the CCTV inspection the pipe invert
25 shall be clear of any standing water and the pipe shall be continuously visible
26 during the inspection.
27
28 2. The Contractor shall submit to the Engineer, for acceptance and approval,
29 the unedited post-installation video, PACP database file, and associated
30 inspection report for each sewer main segment within **10 working days** of
31 the liner installation. The inspection report shall note the inspection date,
32 location of all reconnected side sewer laterals, debris, as well as any other
33 defects in the liner, including, but not limited to, gouges, cracks, bumps, or
34 bulges.

35
36 The Post-Installation and Inspection Report submittals shall be reviewed by the
37 Engineer within **10 working** days of receipt.

38
39 **Payment for "Furnish and Install ___-Inch Diameter CIPP", per linear foot will**
40 **not occur until Post-Installation videos, PACP database files, and**
41 **Inspection Reports have been submitted, reviewed, and approved by the**
42 **Engineer.**

- 43
44 3. Immediately prior to conducting the post-installation CCTV inspection, the
45 Contractor shall thoroughly clean the newly installed liner. Acceptance of the
46 line as 'clean', (as previously defined in this Specification), shall be
47 determined by the Engineer based upon the subsequent CCTV inspection of
48 the line.

1 If the CCTV inspection reveals any deficiencies in the cleaning, such as
2 remaining coupons of reinstated laterals, the Contractor shall immediately correct
3 these deficiencies.
4

5 **7-21.3(6) Clean-Up**
6

7 After the liner installation has been completed and inspected, the Contractor shall clean
8 up the entire project area. All excess material and debris shall be disposed of by the
9 Contractor in accordance with State and Federal laws and regulations. The project area
10 affected by the Contractor's operations shall be reinstated.
11

12 **7-21.3(7) Sampling and Laboratory Testing**
13

14 The physical properties of the installed CIPP liner shall meet the minimum physical
15 properties per Section 7-21.2(5) verified through field sampling and laboratory testing.
16

17 Per Section 8 of ASTM F1216 and ASTM F1743, the Contractor shall obtain samples
18 from all actual installed CIPP liners. All samples shall be labeled with the following:
19

- 20 • Date of installation
 - 21 • Main segment number
 - 22 • Corresponding plan sheet number
- 23

24 The Contractor shall supply samples to the City upon request for testing. All material
25 testing shall be performed at the City's expense. Final payment for the project shall be
26 withheld pending receipt and approval of the test results. If properties tested do not meet
27 minimum requirements, the CIPP liner is subject to rejection or replacement.
28

29 **7-21.3(8) Warranty**
30

31 The Contractor shall provide the City a non pro-rated, full labor and materials warranty to
32 be in force and effect for a period of two (2) years from the date of physical completion of
33 the project. The warranty shall cause the Contractor to repair or replace the liner should
34 failures or damage result from faulty material or installation.
35

36 Extended warranties shall be considered for portions of the project that have not met
37 the requirements of the contract or are defective or have been repaired.
38

39 **7-21.3(9) Catch Basin Removal and Reinstallation, Incl. Pavement Restoration**
40

41 Removal and reinstallation of catch basin frames and grates and riser sections may be
42 required to complete the CIPP installation process.
43

44 The removal of the catch basin frames and grates and riser sections shall be conducted
45 in such a manner as to not damage any part of the structure from which it was removed,
46 except for the removal of seals and grouts during its initial removal. Any damage
47 incurred during removal or installation will be solely at the Contractor's expense and will
48 cover any and all repairs, material replacements, labor, machinery required to restore
49 the catch basin structure to equal or better condition and at the City Inspector's
50 approval.
51

1 When the catch basin frame and cover and riser section are reinstalled to the base, the
2 joints between the base section or any other part of the structure shall be sealed with
3 new seals and new grout.

4
5 Pavement restoration around catch basin frames and grates and riser sections that are
6 removed for CIPP installation shall be completed per City of Tacoma Standard Details.

7 8 **7-21.4 Measurement**

9
10 The number of linear feet of CIPP liner will be measured based on the actual pipe
11 footage obtained from the post-installation CCTV.

12
13 Internal reinstatement of side sewers will be measured per each.

14
15 Measurement for "Catch Basin Removal and Reinstallation, Incl. Pavement Restoration"
16 will be paid by force account as provided in Section 1-09.6.

17 18 **7-21.5 Payment**

19
20 Payment will be made in accordance with Section 1-04.1, for each of the following Bid
21 items that are included in the Proposal:

22
23 "Furnish and Install ___-Inch Diameter CIPP", per linear foot

24
25 The unit Contract price for "Furnish and Install ___-Inch Diameter CIPP", per linear foot,
26 shall be considered full compensation for all labor, equipment and materials required to
27 furnish and install the CIPP including final acceptance of the pipe liner per Section 7-
28 21.3(5).

29
30 **Payment for "Furnish and Install ___-Inch Diameter CIPP", per linear foot will not**
31 **occur until Post-Installation videos, PACP database files, and Inspection Reports**
32 **have been submitted, reviewed, and approved by the Engineer.**

33
34 "Internal Reinstatement of Side Sewer", per each

35
36 The unit Contract price for "Internal Reinstatement of Side Sewer", per each, shall be
37 considered full pay for all labor, equipment, and materials necessary to complete the
38 work as specified. Actual quantities will be determined in the field as the Work
39 progresses, and will be paid at the original Bid price, regardless of final quantity. These
40 Bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

41
42 "Catch Basin Removal and Reinstallation, Incl. Pavement Restoration", will be paid by
43 force account in accordance with Section 1-09.6.

44
45 All costs for labor, equipment, and materials and all other necessary work to complete
46 the bid item "Catch Basin Removal and Reinstallation, Incl. Pavement Restoration" will
47 be paid by force account in accordance with Section 1-09.6.

48
49 Shoring or extra excavation shall be paid for in the "Shoring or Extra Excavation Class
50 B" bid item. For the purpose of providing a common Proposal for all Bidders, the

1 Contracting Agency entered an amount for “Shoring or Extra Excavation Class B” bid
2 item.

3
4
5
6
7
8

END OF SECTION

END OF SPECIAL PROVISIONS

APPENDIX A

PROJECT PLANS



2024 Stormwater CIPP Rehabilitation in Various Tacoma Locations

Environmental Services Department

April 2024

INDEX OF DRAWINGS

SHEET NUMBER	TITLE OF DRAWINGS
1	Cover Sheet
2 - 7	Plan
8	Notes

VICINITY MAP

COMMENCEMENT BAY

PROJECT LOCATIONS (SHEET 2)

- N. PINE ST. FROM N. 19TH ST. TO N. 20TH ST.
- 6TH AVE. FROM MILDRED ST. TO 6430 6TH AVE.
- S. 12TH ST. FROM MOORLANDS DRIVE TO MULLEN ST.

PROJECT LOCATIONS (SHEET 3)

- 2302 6TH AVE. TO 632 S TRAFTON ST
- N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.
- 934 BROADWAY TO S. 11TH ST.

PROJECT LOCATIONS (SHEET 4)

- PARKING LOT WEST OF FOSS HIGH SCHOOL AT 2112 S. TYLER ST.
- UNION AVE. FROM S. 17TH ST. TO S. 19TH ST.
- CENTER ST. FROM MONROE ST. TO PROCTOR ST.

PROJECT LOCATIONS (SHEET 5)

- 2534 TACOMA AVE. S. TO S. 27TH ST.
- 3001 E. "J" ST. TO UPPER PARK ST.
- DELIN ST. FROM 2806 S. "D" ST. TO PACIFIC AVE.
- 2329 MLK JR WAY TO 2339 MLK JR WAY

PROJECT LOCATIONS (SHEET 6)

- S. 38TH ST. FROM S. "K" ST. TO S. "J" ST.
- S. "G" ST. FROM S. 48TH ST. TO S. 46TH ST.
- PROSPECT ST. AND S. 56TH ST.

PROJECT LOCATIONS (SHEET 7)

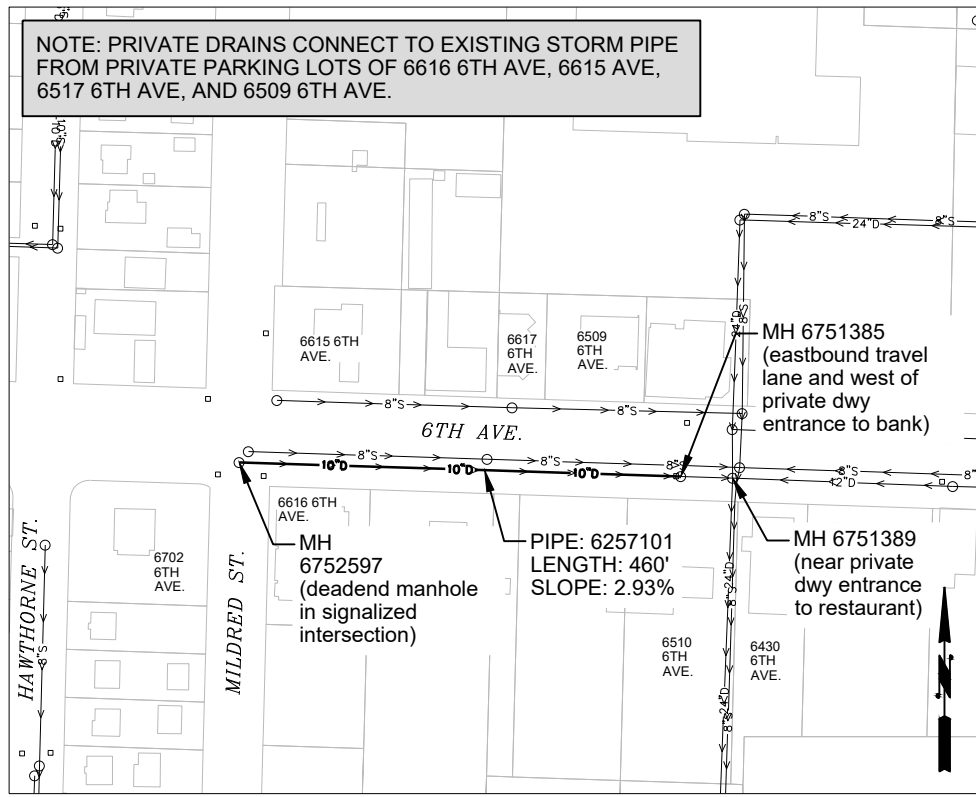
- S. 72ND ST. AT S. PARK AVE.
- TACOMA MALL BLVD FROM S. 78TH ST. TO S. 80TH ST.
- 6844 S. "I" ST. TO 7020 S. "I" ST.

ENV-03033-09

ES24-0073F (Specification No.)

BID SET

NOTE: PRIVATE DRAINS CONNECT TO EXISTING STORM PIPE FROM PRIVATE PARKING LOTS OF 6616 6TH AVE, 6615 AVE, 6517 6TH AVE, AND 6509 6TH AVE.

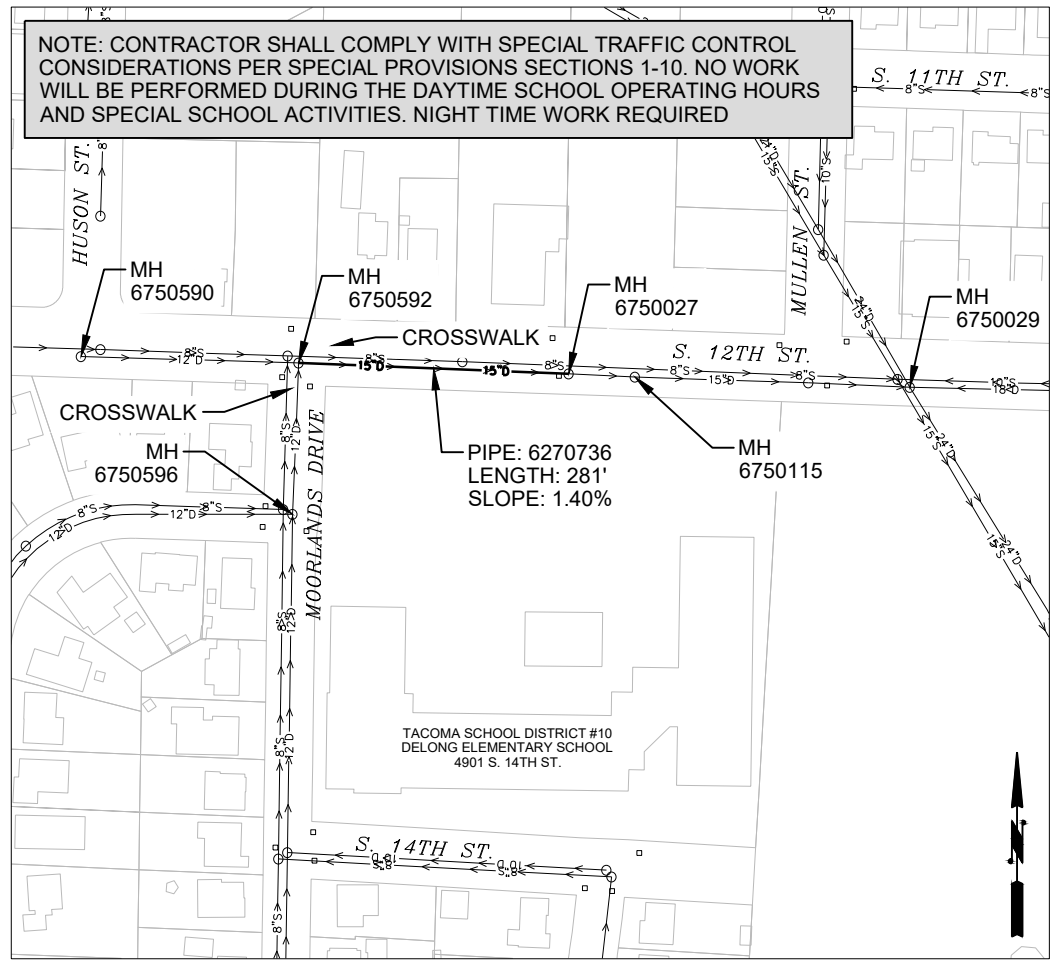


6TH AVE. FROM MILDRED ST. TO 6430 6TH AVE.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONSIDERATIONS FOR WORK IN 6TH AVENUE AND AT SIGNALIZED INTERSECTION PER SPECIAL PROVISIONS SECTION 1-10.

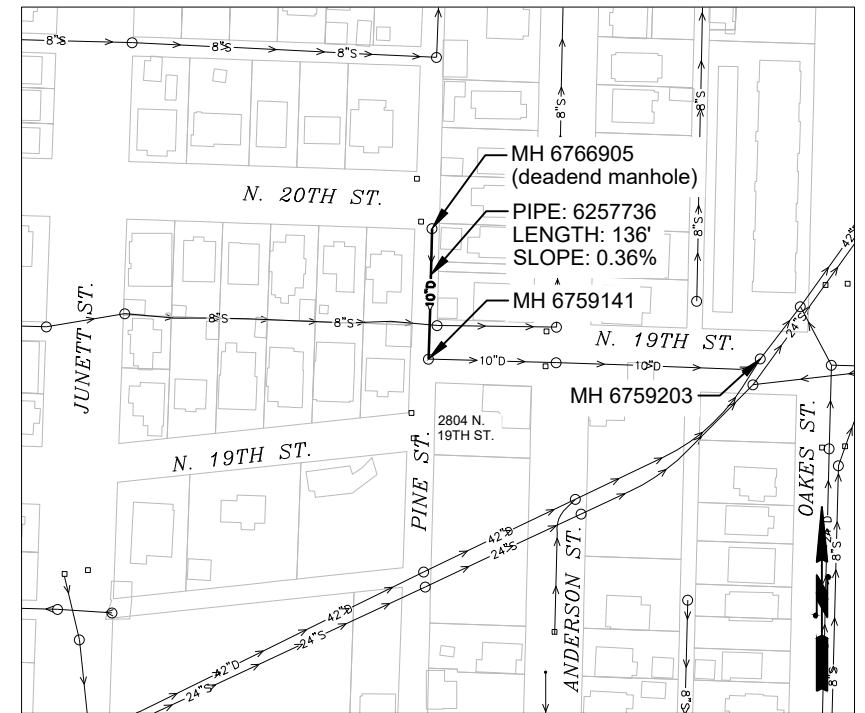
NOTE: 3 LF SPOT REPAIR LINER AT 243 LF TO 245 LF DOWNSTREAM IN PIPE 6257101.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTIONS 1-10. NO WORK WILL BE PERFORMED DURING THE DAYTIME SCHOOL OPERATING HOURS AND SPECIAL SCHOOL ACTIVITIES. NIGHT TIME WORK REQUIRED



S. 12TH ST. FROM MOORLANDS DRIVE TO MULLEN ST.

NOTE: MH 6750592 IS LOCATED IN THE SIGNALIZED INTERSECTION AT S. 12TH ST. AND MOORLANDS DRIVE. CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONSIDERATIONS FOR WORK NEAR SCHOOL AND SIGNALIZED INTERSECTION. MH 6750027 IS IN EASTBOUND TRAVEL LANE IN S. 12TH ST.



N. PINE ST. FROM N. 19TH ST. TO N. 20TH ST.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:

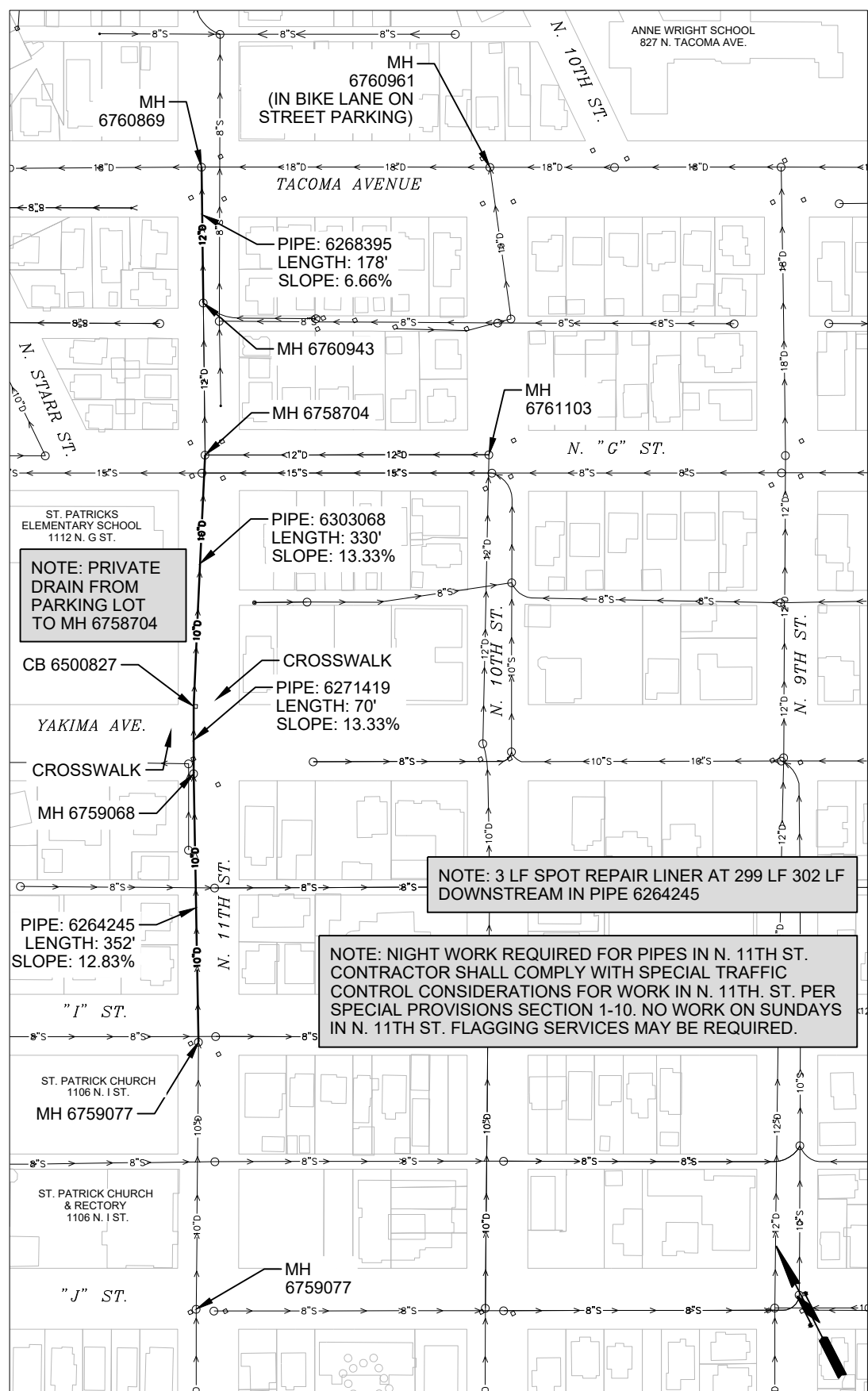
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2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE

BID SET

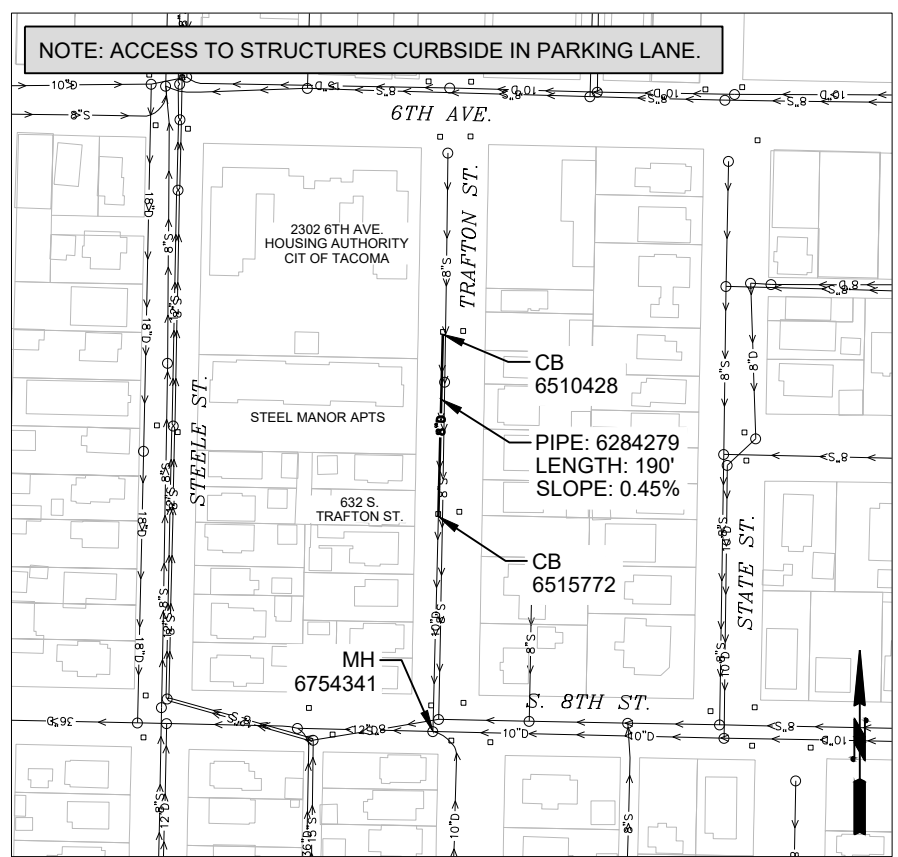
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OAM	KAB																									
DATE	DRAWN	FIELD BOOK																								
	ABW																									
<p>DRAWING NAME: ENV-03033-09 CIPP Plan.dwg</p> <p>2024 Stormwater CIPP Rehabilitation in Various Tacoma Locations Plan</p>																										

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DATE: 02/26/2024 9:33 AM PATH: W:\PROJECTS\ENV-03033-09-2024 SW CIPP\PRODUCTION SET FILE: ENV-03033-09 CIPP PLAN LAYOUT: 3



N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.

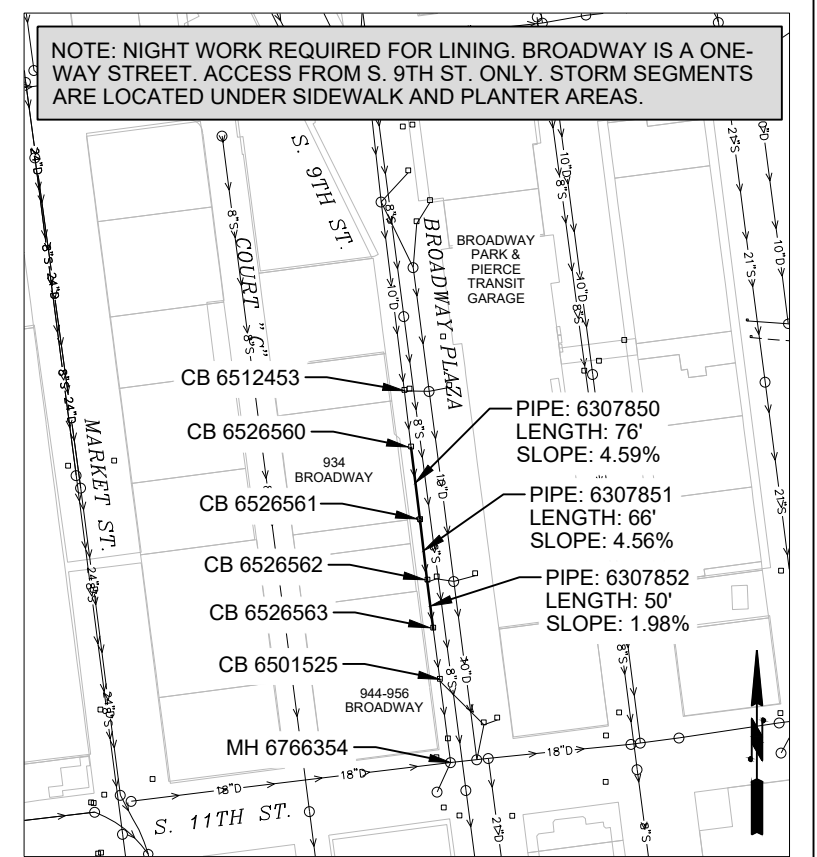


2302 6TH AVE. TO 632 S. TRAFTON ST.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:

1. PARKING CLOSURE (ONE SIDE) ONLY
2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE



934 BROADWAY TO S. 11TH ST.

BID SET



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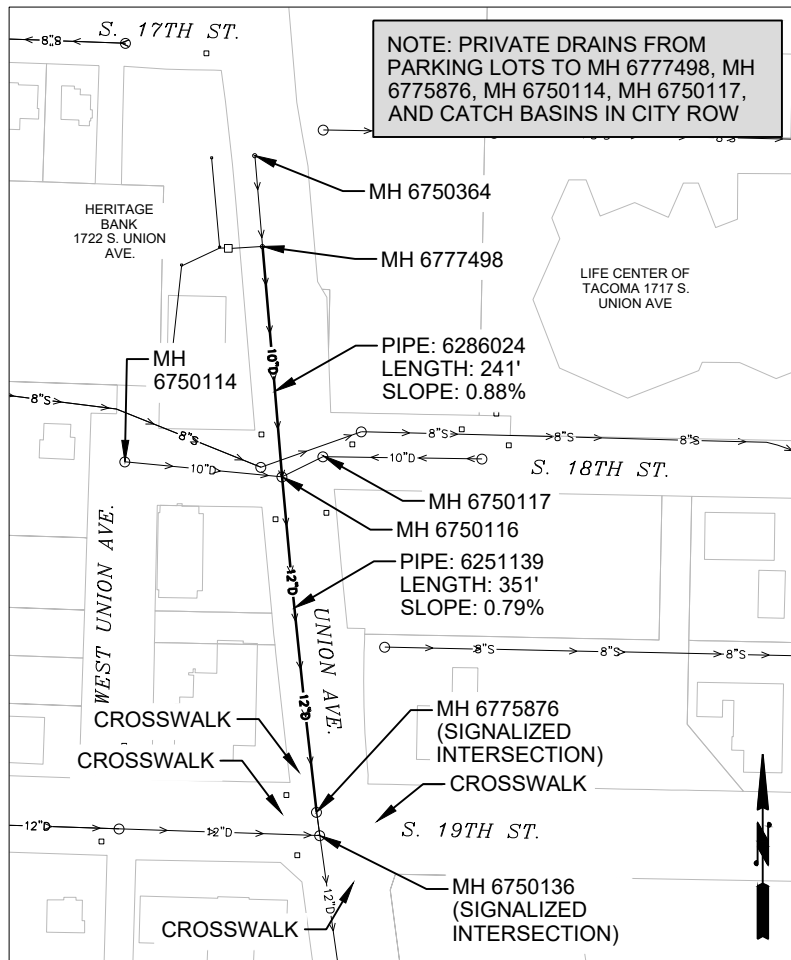
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DocuSigned by:
Andrew Beardempul, P.E.
 CITY OF TACOMA
 ENVIRONMENTAL SERVICES DEPARTMENT
 2024 Stormwater CIPP Rehabilitation in Various Tacoma Locations
 Plan

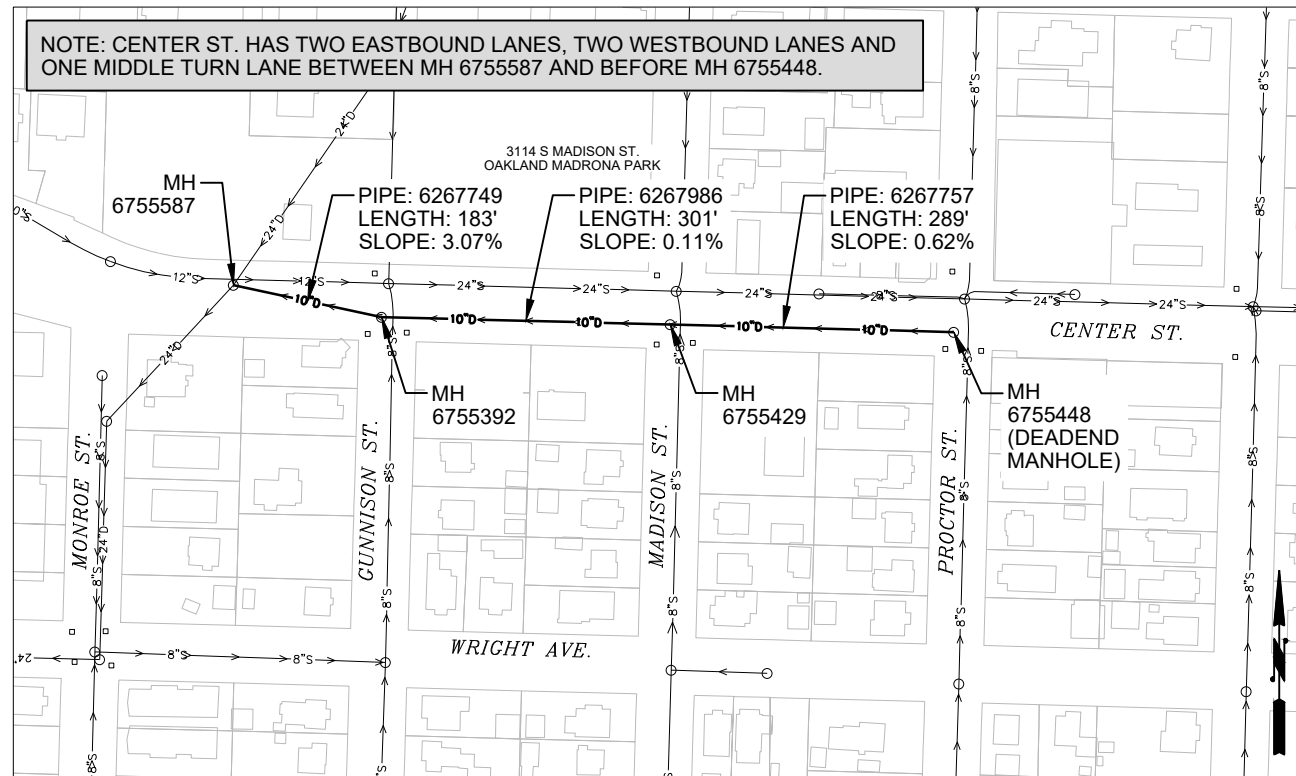
SPEC. NO.	ES24-0073F
SHEET NO.	ENV-03033-09
SHEET	3 of 8

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NOTE: PRIVATE DRAINS FROM PARKING LOTS TO MH 6777498, MH 6775876, MH 6750114, MH 6750117, AND CATCH BASINS IN CITY ROW

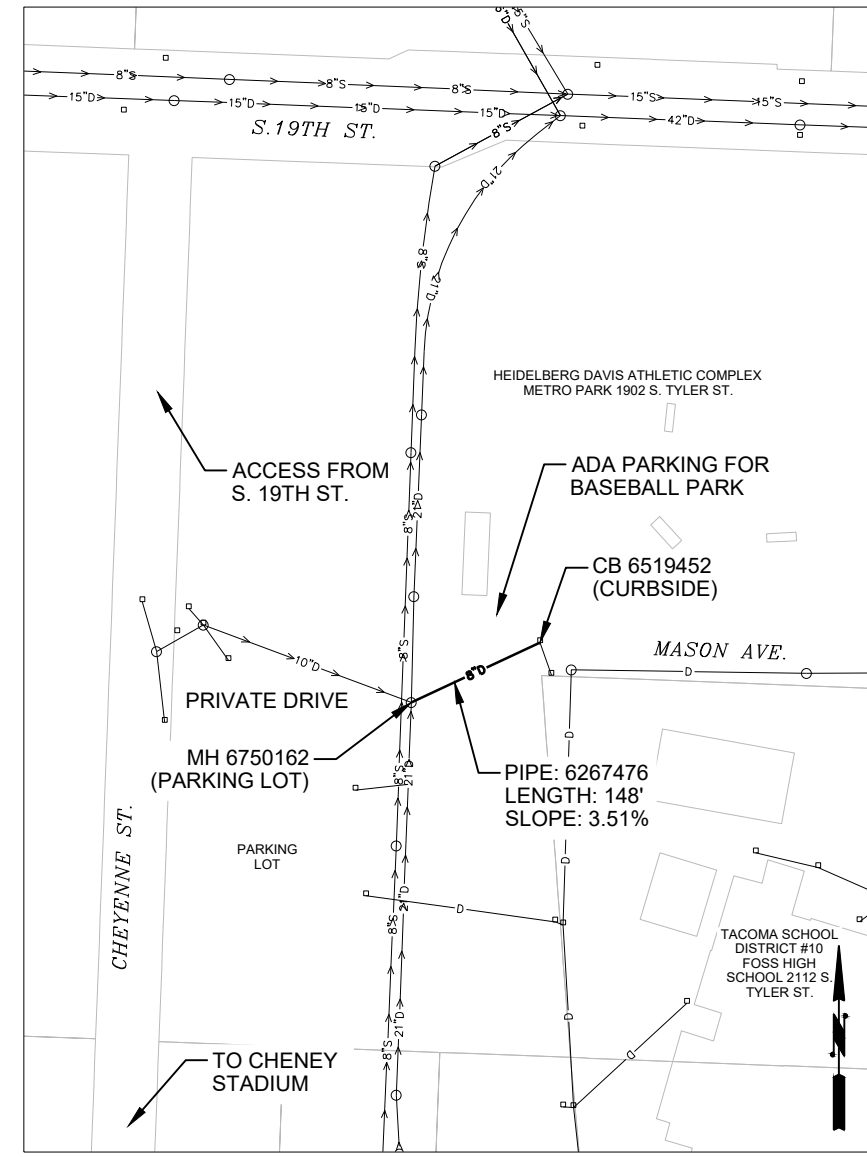
NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS FOR WORK IN UNION AVE. PER SPECIAL PROVISIONS SECTIONS 1-10. MH 6777498, MH 6750116, AND MH 6775876 ARE LOCATED IN THE CENTER OF TWO SOUTHBOUND LANES.



NOTE: CENTER ST. HAS TWO EASTBOUND LANES, TWO WESTBOUND LANES AND ONE MIDDLE TURN LANE BETWEEN MH 6755587 AND BEFORE MH 6755448.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS FOR WORK IN CENTER ST. PER SPECIAL PROVISIONS SECTIONS 1-10. MH 6755392 AND MH 6755429 ARE LOCATED IN THE CENTER OF TWO EAST BOUND LANES. MH 6755448 IS LOCATED IN THE OUTER EASTBOUND LANE. MH 6755587 IS LOCATED IN THE INNER WESTBOUND LANE.

CENTER ST. FROM MONROE ST. TO PROCTOR ST.



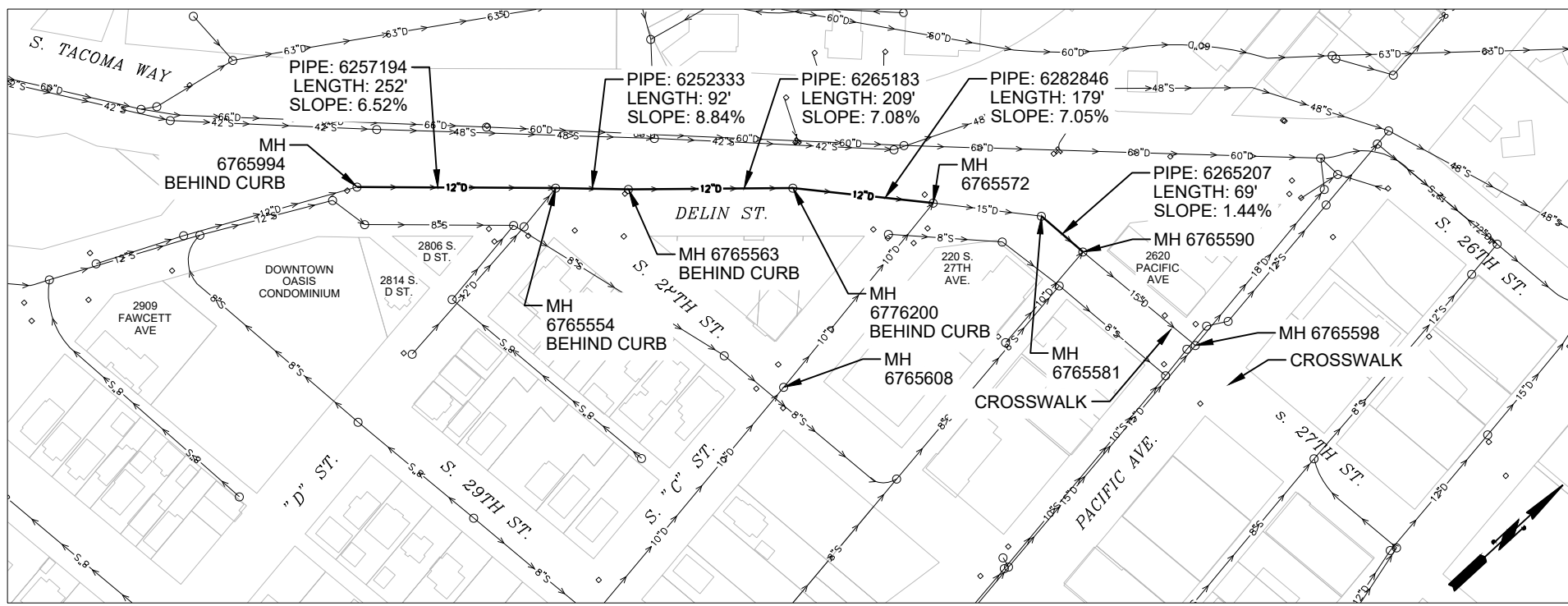
PARKING LOT WEST OF FOSS HIGH SCHOOL AT 2112 S. TYLER ST.

NOTE: CONTRACTOR SHALL COMPLETE LINING WORK OUTSIDE OF DAYTIME SCHOOL OPERATING HOURS AND SPECIAL ACTIVITIES. CONTRACTOR SHALL PROVIDE NOTIFICATION TO FOSS HIGH SCHOOL AND METRO PARKS TWO WEEKS IN ADVANCE OF WORK.

NOTE: 3 LF SPOT REPAIR LINER AT 22 LF TO 25 LF DOWNSTREAM IN PIPE 6267476.

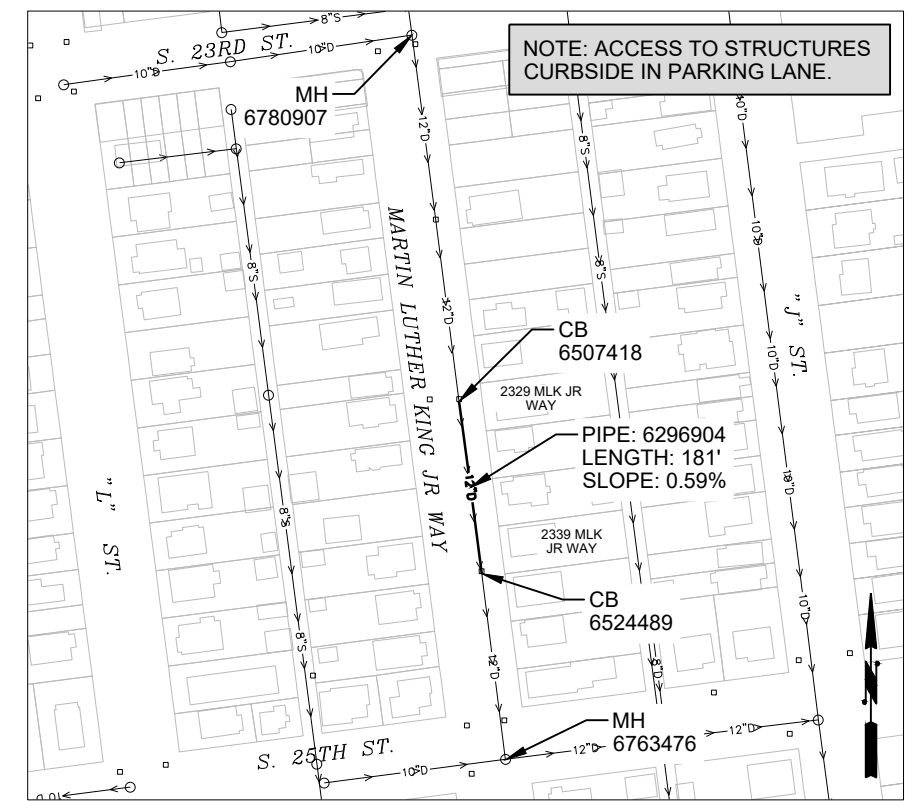
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					DRAWING NAME ENV-03033-09 CIPP Plan.dwg			SHEET NO. 4 of 8



DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.

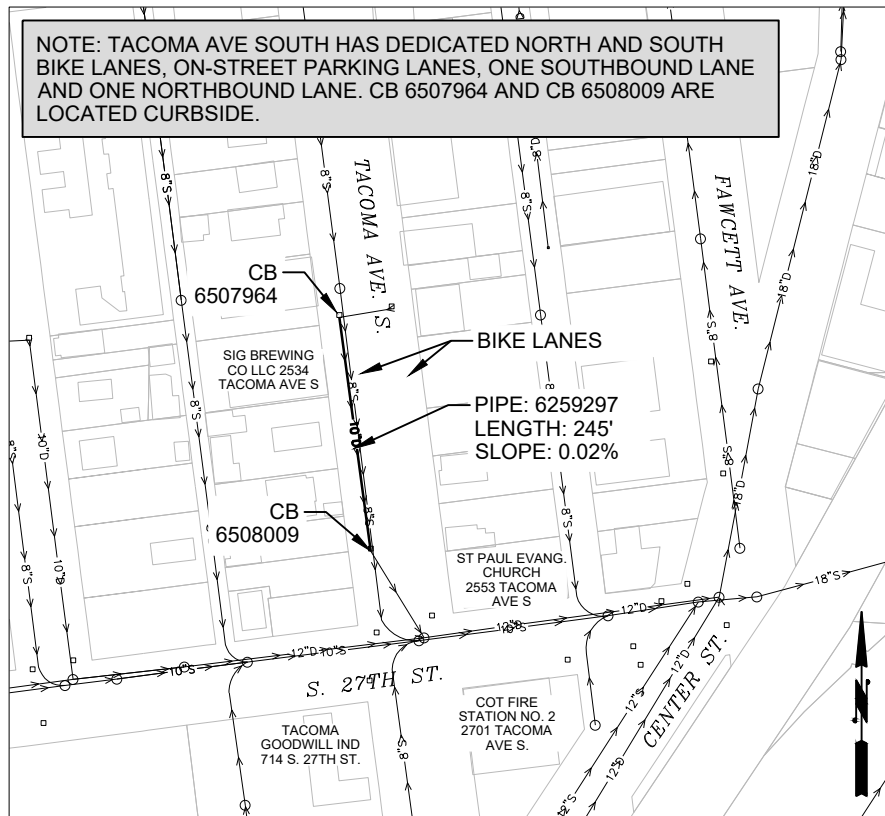
NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. MH 6765598 IS LOCATED IN THE SOUTHBOUND THRU LANE OF PACIFIC AVE. CONTRACTOR SHALL PROVIDE FLAGGING SERVICES FOR PEDESTRIANS AT CROSSWALK MARKINGS.



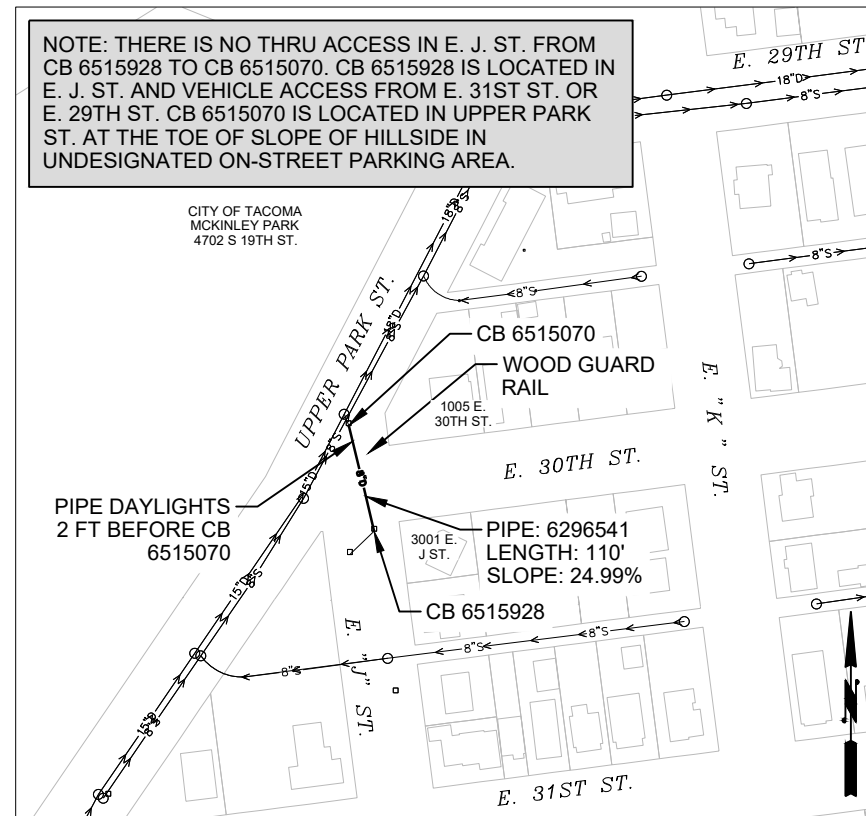
2329 MLK JR WAY TO 2339 MLK JR WAY

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

- ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
 2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
 3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
 4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE



2534 TACOMA AVE. S. TO S. 27TH ST.



3001 E. J ST. TO UPPER PARK ST.

BID SET



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DESIGNED	04/26/2024	NO SCALE
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ENV-03033-09 CIPP Plan.dwg		

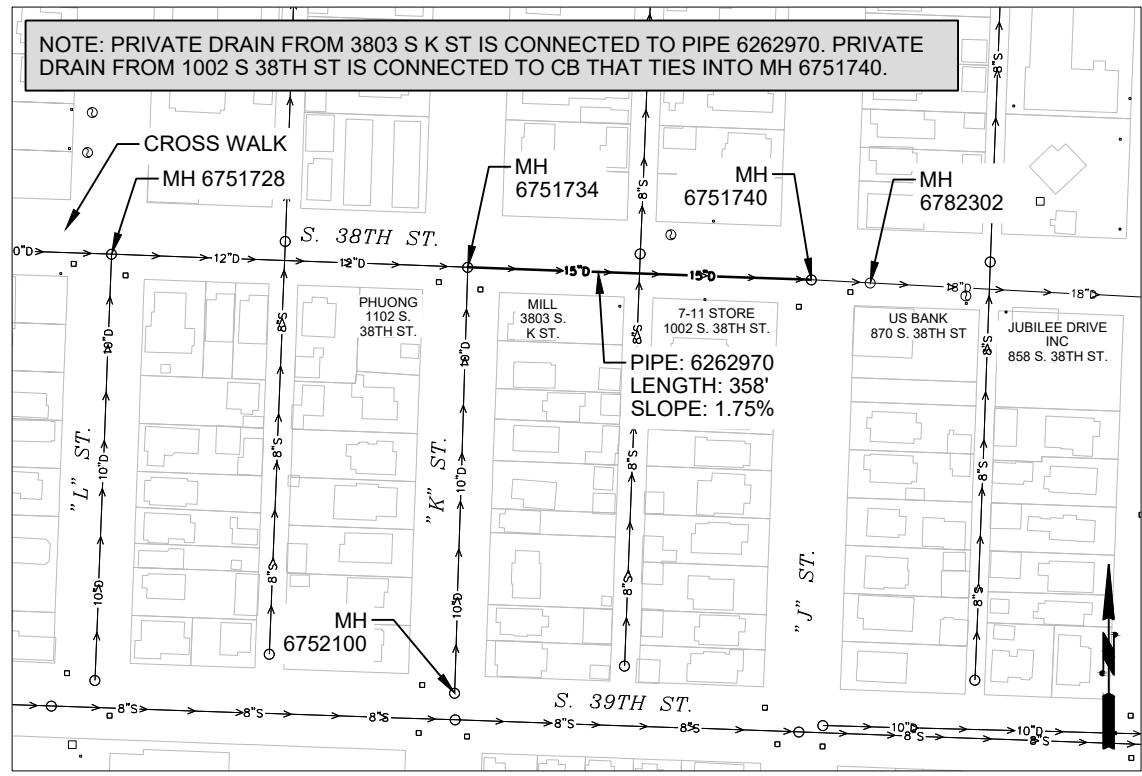


Designed by: **ENVIRONMENTAL SERVICES DEPARTMENT**
 2024 Stormwater CIPP Rehabilitation in Various Tacoma Locations
 Plan

SPEC. NO.	ES24-0073F
SHEET NO.	ENV-03033-09
SHEET	5 of 8

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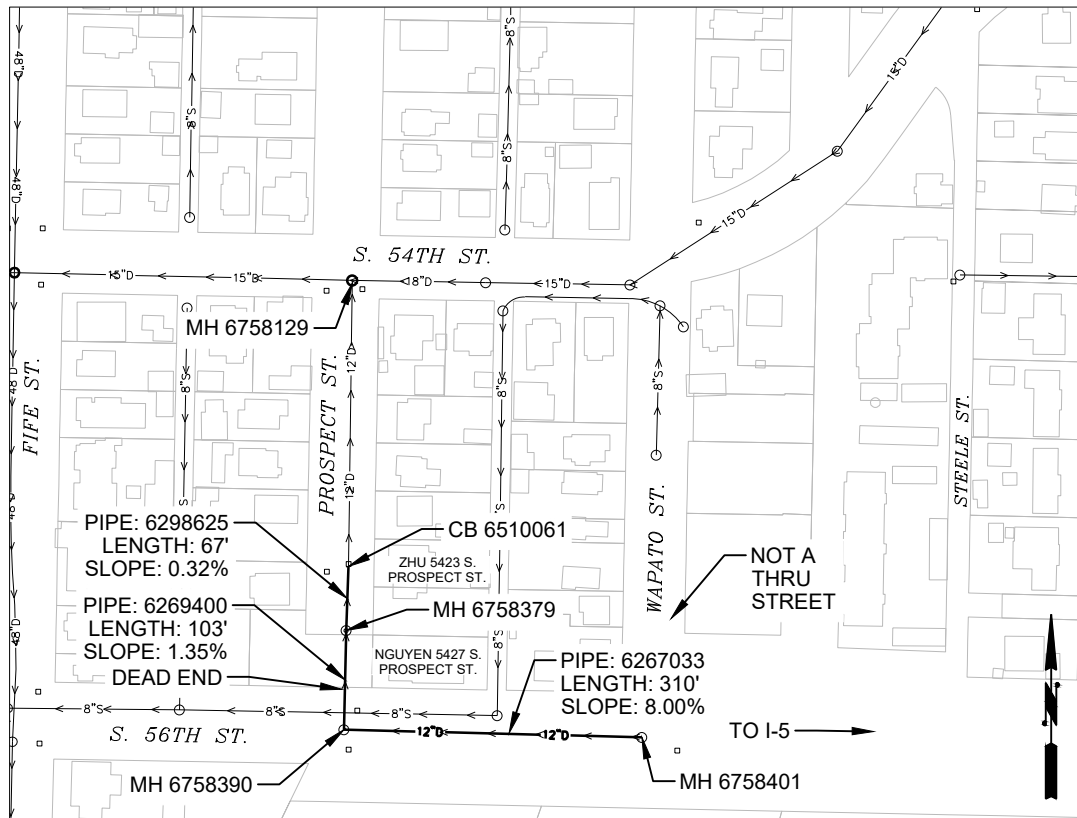
NOTE: PRIVATE DRAIN FROM 3803 S K ST IS CONNECTED TO PIPE 6262970. PRIVATE DRAIN FROM 1002 S 38TH ST IS CONNECTED TO CB THAT TIES INTO MH 6751740.



S. 38TH ST. FROM S. "K" ST. TO S. "J" ST.

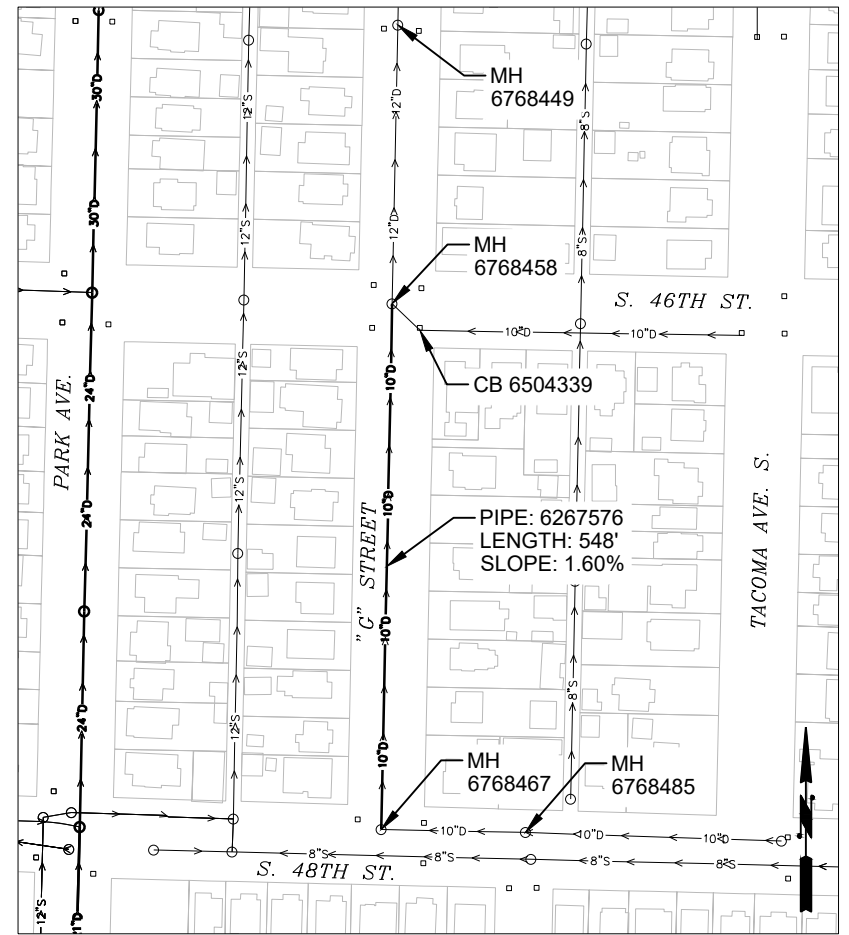
NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. INTERSECTIONS SHALL BE MAINTAINED DURING WORK. SPOTTERS SHALL BE POSITIONED AT INTERSECTION WITH RAMPS (S. "K" ST. AND S. "J" ST.) TO ASSIST PEDESTRIANS AS NEEDED DURING THE WORK. UNIFORMED POLICE OFFICERS AT SIGNALIZED INTERSECTIONS ARE REQUIRED. CONTRACTOR SHALL NOTIFY BUSINESS OWNERS TWO WEEKS IN ADVANCE OF WORK.

NOTE: FIRST 3 LF SPOT REPAIR LINER AT 88.7 LF UPSTREAM TO 91.7 LF UPSTREAM IN PIPE 6262970 FOR MISSING BOTTOM OF PIPE. SECOND 3 LF SPOT REPAIR LINER AT 119 LF UPSTREAM TO 122 LF UPSTREAM IN PIPE FOR MISSING BOTTOM OF PIPE. THIRD 3 LF SPOT REPAIR LINER AT 140.8 LF UPSTREAM TO 143.8 LF UPSTREAM FOR MISSING BOTTOM OF PIPE. FOURTH 3 LF SPOT REPAIR LINER AT 144.6 LF UPSTREAM TO 147.6 LF UPSTREAM FOR MISSING BOTTOM OF PIPE.



PROSPECT ST. AND S. 56TH ST.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. S. 56TH ST. HAS TWO EASTBOUND LANES AND TWO WESTBOUND LANES. MH 6758401 AND MH 6758390 ARE LOCATED IN THE CENTERLINE OF ROADWAY. VEHICLE ACCESS TO CB 6510061 AND MH 6758379 FROM S. 54TH ST.



S. "G" ST. FROM S. 48TH ST. TO S. 46TH ST.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

- ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
 2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
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DATE	DRAWN	FIELD BOOK
	ABW	



Reviewed by: **Brent A. Demple, P.E.**
 CITY OF TACOMA
 ENVIRONMENTAL SERVICES DEPARTMENT
 2024 Stormwater CIPP Rehabilitation in Various Tacoma Locations
 Plan


SPEC. NO.	ES24-0073F
SHEET NO.	ENV-03033-09
SHEET	6 of 8

DATE: 4/26/2024 9:35 AM PATH: W:\PROJECTS\ENV-03033-09-2024 SW CIPP\PRODUCTION SET FILE: ENV-03033-09 CIPP PLAN LAYOUT: 8

Sheet	Line Segment	Material	Size (inches)	Length (feet)	Up MH	Up Depth	Dn MH	Dn Depth	Slope (%)	Site Name
2	6257101	URC	10	460	6752597	4.84	6751385	9.12	2.93	6TH AVE. FROM MILDRED ST. TO 6430 6TH AVE.
2	6257736	URC	10	136	6766905	4.13	6759141	6.90	0.36	N. PINE ST. FROM N. 19TH ST. TO N. 20TH ST.
2	6270736	RCP	15	281	6750592	5.05	6750027	4.81	1.40	S. 12TH ST. FROM MOORLANDS DRIVE TO MULLEN ST.
3	6284279	URC	8	190	6510428	2.00	6515772	3.00	0.45	2302 6TH AVE. TO 632 S. TRAFTON ST.
3	6307850	TCP	10	76	6526560	4.00	6526561	4.00	4.59	934 BROADWAY TO S. 11TH ST.
3	6307851	TCP	10	66	6526561	4.00	6526562	4.50	4.56	934 BROADWAY TO S. 11TH ST.
3	6307852	TCP	10	50	6526562	4.50	6526563	4.00	1.98	934 BROADWAY TO S. 11TH ST.
3	6303068	TCP	10	330	6500827	14.44	6758704	6.65	13.33	N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.
3	6271419	TCP	10	70	6500810	6.21	6500827	14.44	13.33	N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.
3	6264245	TCP	10	352	6759077	3.14	6759068	4.45	12.83	N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.
3	6268395	RCP	12	178	6760943	3.61	6760869	6.66	6.66	N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.
4	6267757	TCP	10	289	6755448	2.50	6755429	5.42	0.62	CENTER ST. FROM MONROE ST. TO PROCTOR ST.
4	6267986	TCP	10	301	6755429	5.42	6755392	6.75	0.11	CENTER ST. FROM MONROE ST. TO PROCTOR ST.
4	6267749	URC	10	183	6755392	6.75	6755587	14.71	3.07	CENTER ST. FROM MONROE ST. TO PROCTOR ST.
4	6267476	URC	8	148	6519452	2.83	6750162	7.50	3.51	PARKING LOT WEST OF FOSS HIGH SCHOOL AT 2112 S. TYLER ST.
4	6286024	URC	10	241	6777498	4.52	6750116	5.13	0.88	UNION AVE. FROM S. 17TH ST. TO S. 19TH ST.
4	6251139	URC	12	351	6750116	5.13	6775876	10.98	0.79	UNION AVE. FROM S. 17TH ST. TO S. 19TH ST.
5	6296904	URC	12	181	6507418	3.29	6524489	4.10	0.59	2329 MLK JR WAY TO 2339 MLK JR WAY
5	6259297	URC	10	245	6507964	3.19	6508009	2.79	0.02	2534 TACOMA AVE. S. TO S. 27TH ST.
5	6296541	TCP	8	110	6515928	4.00	6006266	0.00	24.99	3001 E. J. ST. TO UPPER PARK ST.
5	6257194	URC	12	252	6765994	5.43	6765554	5.80	6.52	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.
5	6252333	URC	12	92	6765554	5.80	6765563	5.27	8.84	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.
5	6265183	URC	12	209	6765563	5.27	6776200	4.85	7.08	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.
5	6282846	URC	12	179	6776200	4.85	6765572	4.64	7.05	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.
5	6265207	URC	15	69	6765581	7.55	6765590	3.65	1.44	DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE.
6	6267576	URC	10	548	6768467	3.75	6768458	5.25	1.60	S. "G" ST. FROM S. 48TH ST. TO S. 46TH ST.
6	6262970	URC	15	358	6751734	7.83	6751740	6.24	1.76	S. 38TH ST. FROM S. "K" ST. TO S. "J" ST.
6	6267033	URC	12	310	6758401	4.52	6758390	13.08	8.00	PROSPECT ST. AT S. 56TH ST.
6	6269400	URC	12	103	6758390	13.08	6758379	5.40	1.35	PROSPECT ST. AT S. 56TH ST.
6	6298625	URC	12	67	6758379	5.40	6510061	1.79	0.32	PROSPECT ST. AT S. 56TH ST.
7	6255495	URC	12	346	6756760	3.75	6516383	5.50	1.96	6844 S. "I" ST. TO 7020 S. "I" ST.
7	6286160	URC	10	58	6777562	3.17	6756615	6.94	7.47	S. 72ND ST. AT S. PARK AVE.
7	6296567	URC	15	237	6504748	5.51	6511471	5.77	1.39	TACOMA MALL BLVD. FROM S. 78TH ST. TO S. 80TH ST.

8-inch	448
10-inch	3,408
12-inch	2,268
15-inch	946
Total	7,070

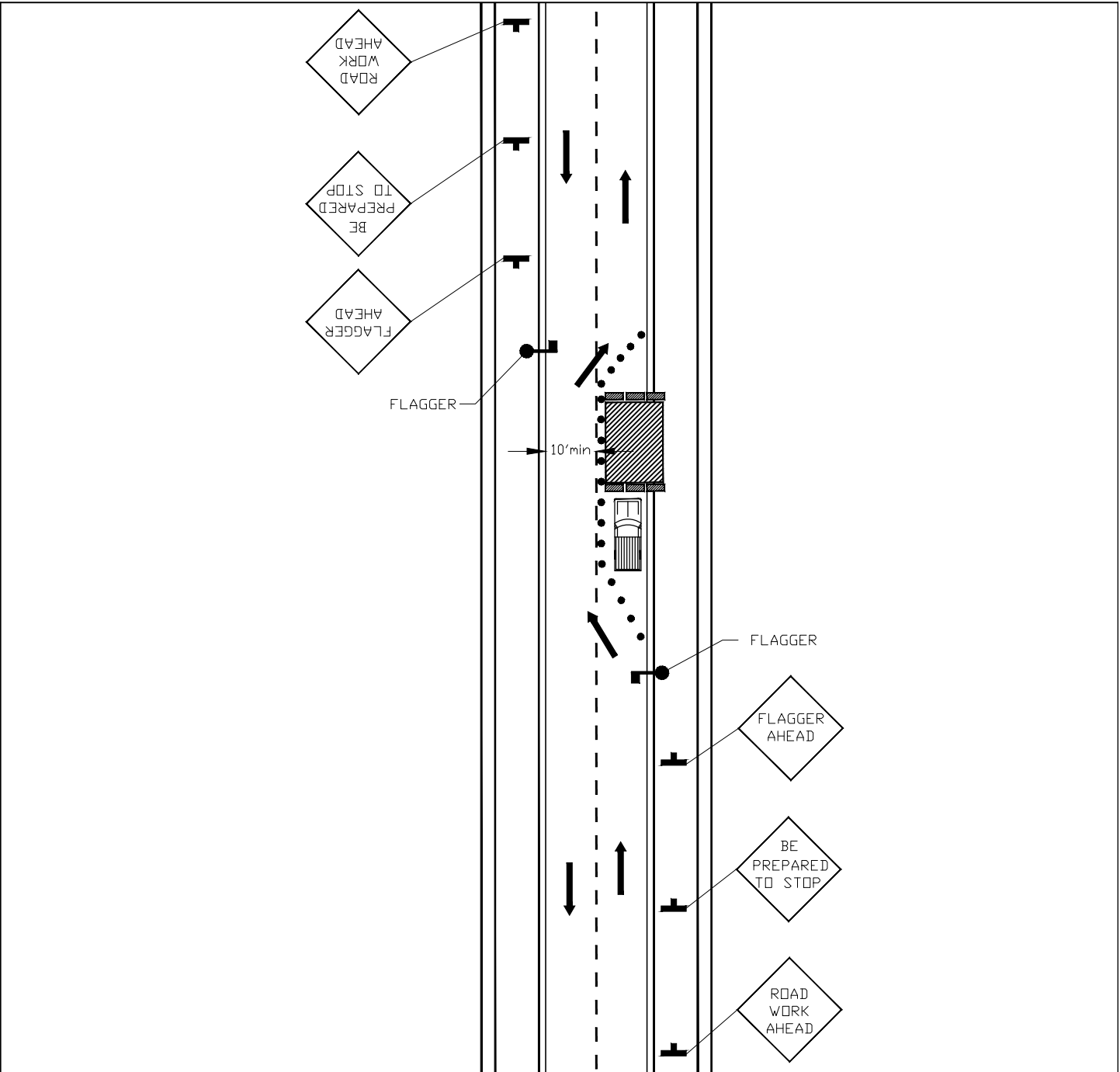
BID SET

	NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED DATE 04/26/2024 SCALE NO SCALE DESIGNED OAM CHECKED KAB DRAWN ABW FIELD BOOK	CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT 2024 Stormwater CIPP Rehabilitation in Various Tacoma Locations Notes	SPEC. NO. ES24-0073F SHEET NO. ENV-03033-09 SHEET 8 of 8
	DRAWING NAME ENV-03033-09 CIPP Plan.dwg					DocuSign Signed by: <i>Brad Dempster, P.E.</i>	

APPENDIX B

EXAMPLE TRAFFIC CONTROL PLANS

SAMPLE SETUP



SINGLE LANE NON-ARTERIAL
WITH
FLAGGER

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

APPROVED BY:
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

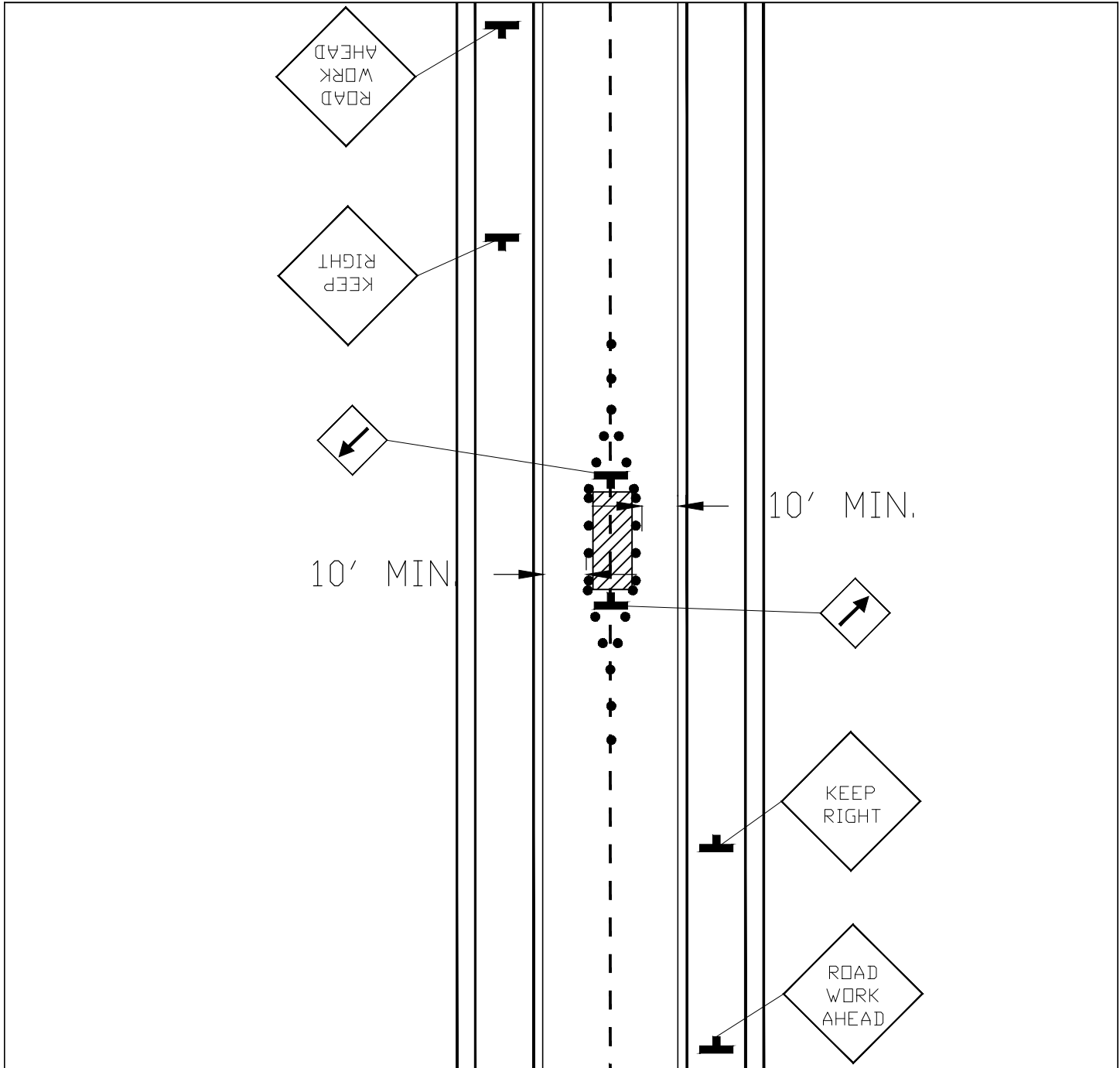
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
LANE WIDTH	NUMBER OF CHANNELIZATION DEVICES (CONES)						
	Offset cones 1 foot maximum.						

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TWO LANE CENTER CLOSURE

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

LANE WIDTH	MPH							
	10	15	20	25	30	35	40	
8'	14	30	54	84	120	164	214	
10'	17	38	67	105	150	204	267	
12'	20	45	80	125	180	245	320	
14'	24	53	94	146	210	286	374	
16'	27	60	107	167	240	327	427	

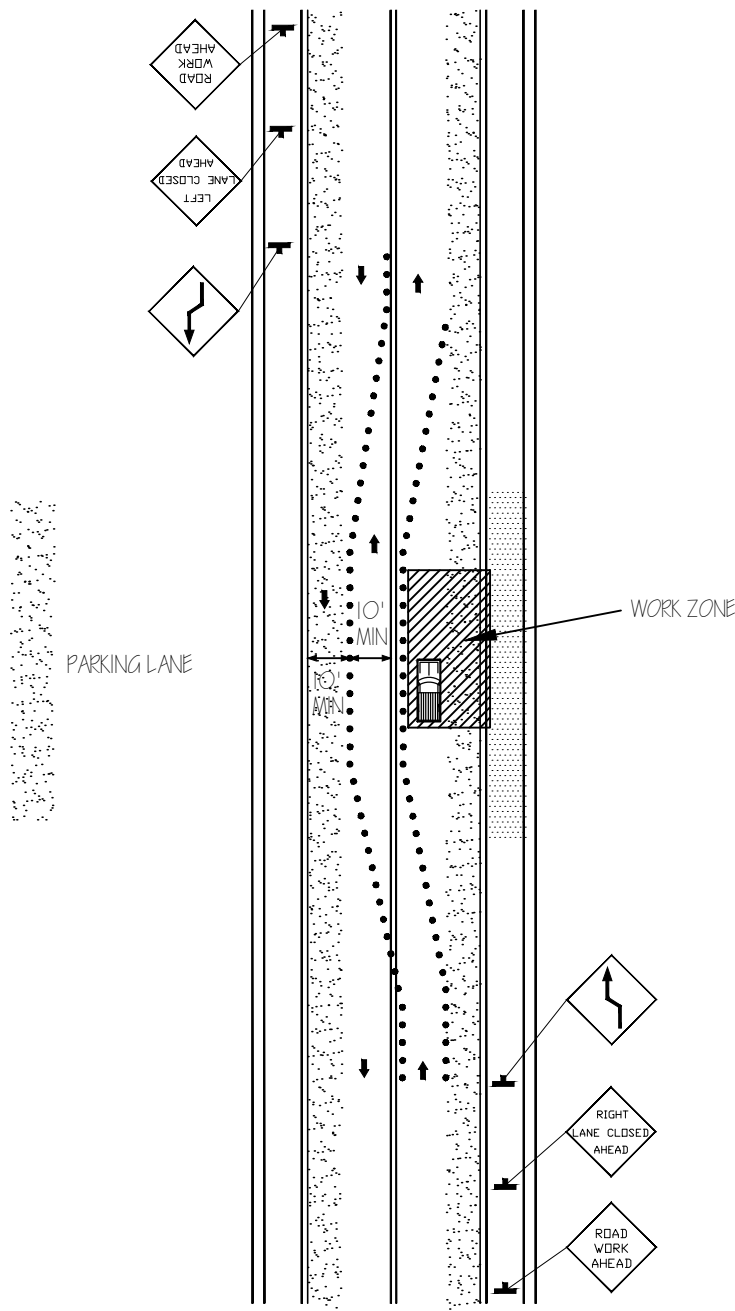
NUMBER OF CHANNELIZATION DEVICES (CONES)
 Offset cones 1 foot maximum.

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TWO WAY LANE SHIFT WITH PARKING

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

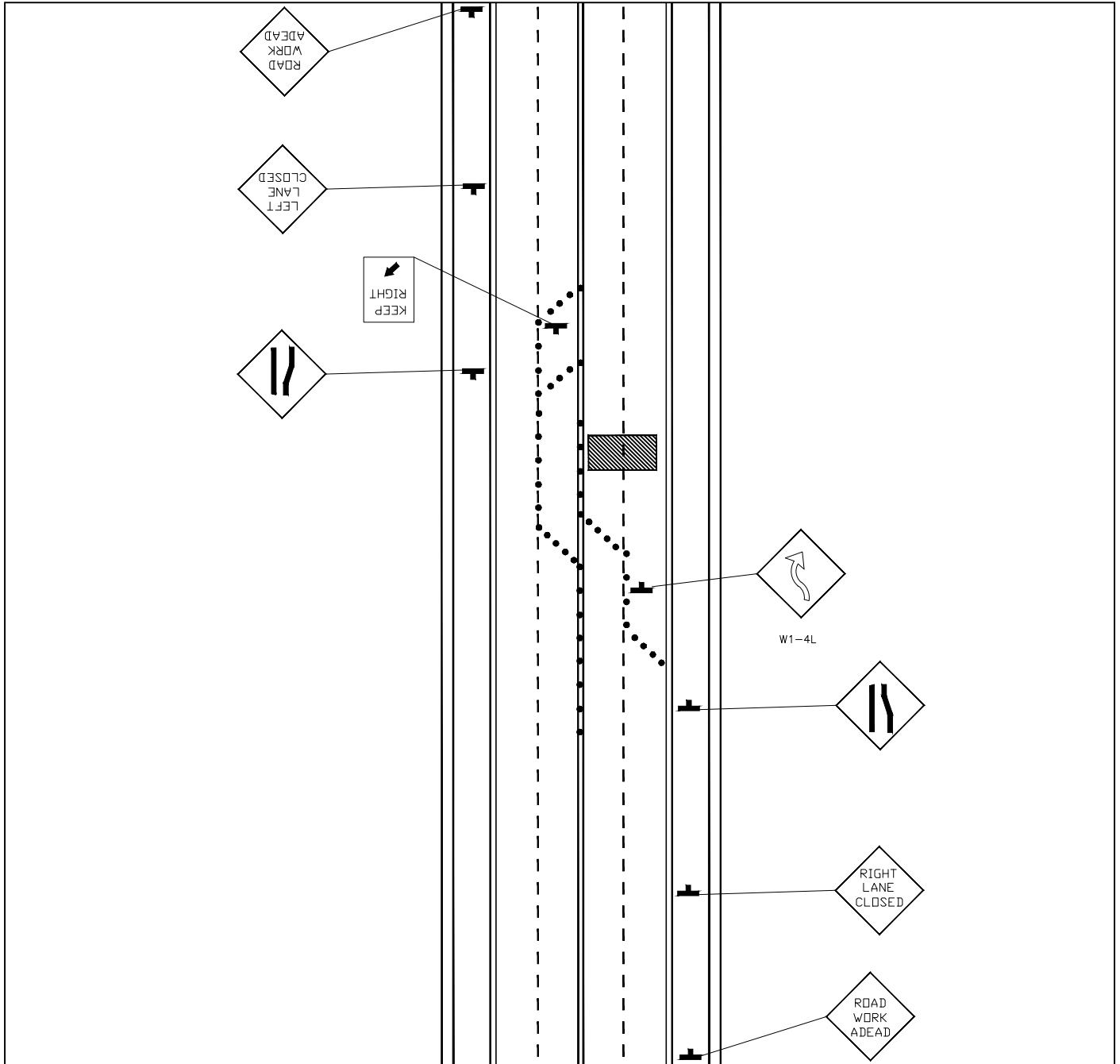
START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS
 MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
 START TRAFFIC CONTROL SET UP DATE & TIME: _____
 MUST BE OUT OF THE ROAD BY DATE & TIME: _____

LANE WIDTH	MPH	10	15	20	25	30	35	40
	8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267	
12'	20	45	80	125	180	245	320	
14'	24	53	94	146	210	286	374	
16'	27	60	107	167	240	327	427	
NUMBER OF CHANNELIZATION DEVICES (CONES)								
Offset cones 1 foot maximum.								

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

SAMPLE SETUP



FOUR LANE ROAD
TWO LANE CLOSURE
ARTERIAL STREET

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

NUMBER OF CHANNELIZATION DEVICES (CONES)
Offset cones 1 foot maximum.

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

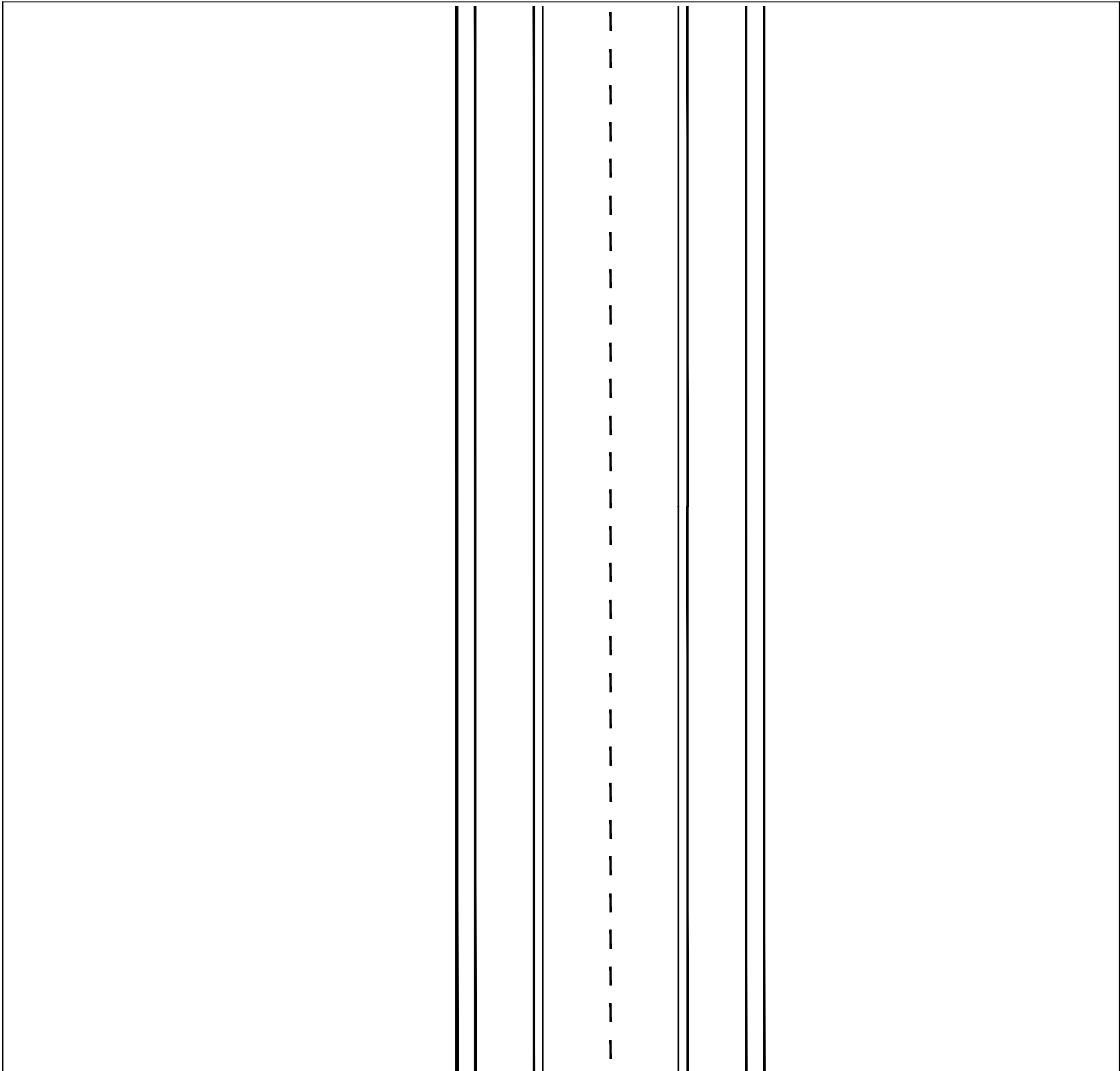
MUST BE OUT OF THE ROAD BY DATE & TIME: _____

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC., AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TRAFFIC CONTROL
RECOMMENDATIONS

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS
 MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____
 MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

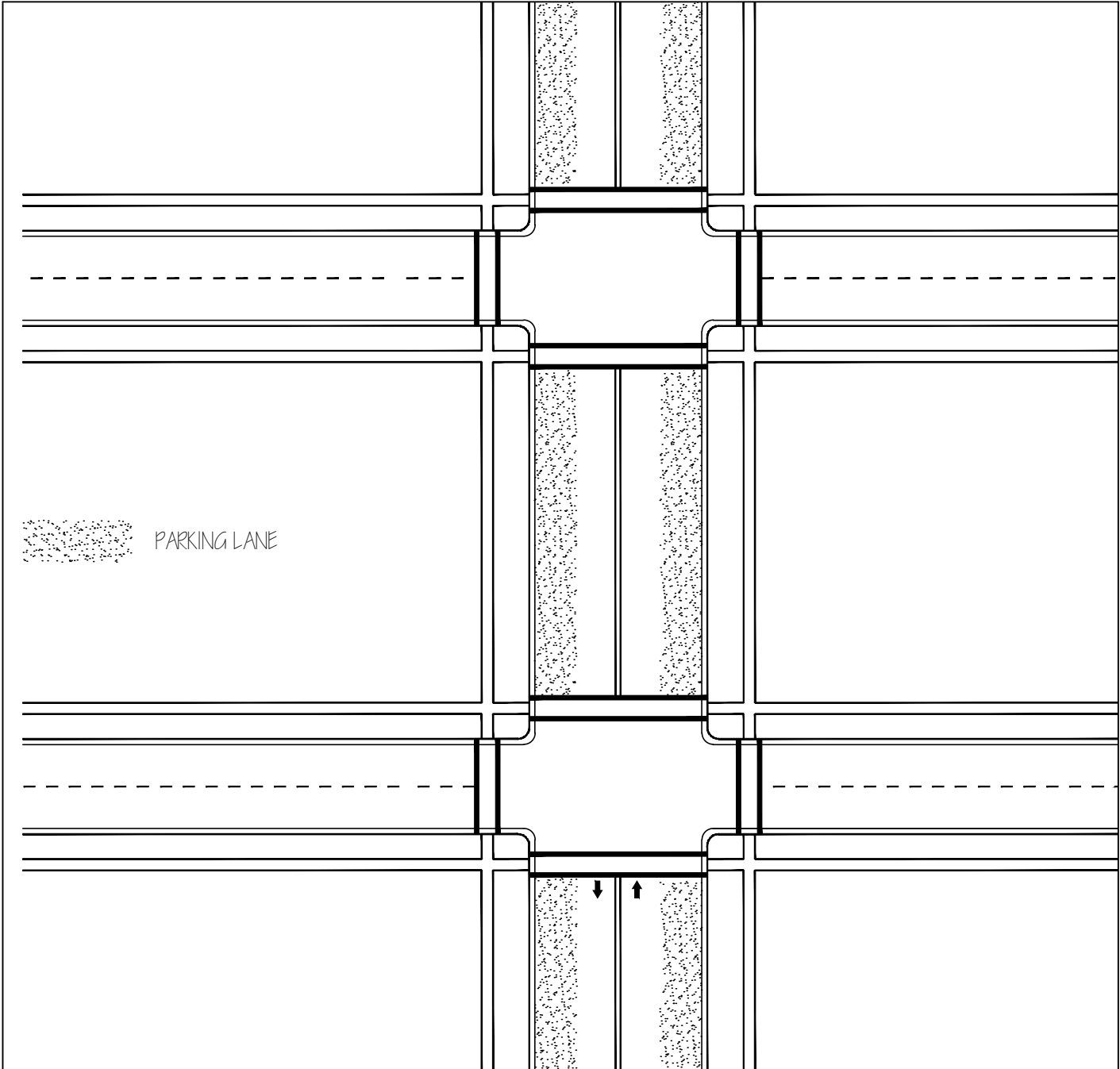
Offset cones 1 foot maximum.

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NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TRAFFIC CONTROL
RECOMMENDATIONS

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS
 MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____
 MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

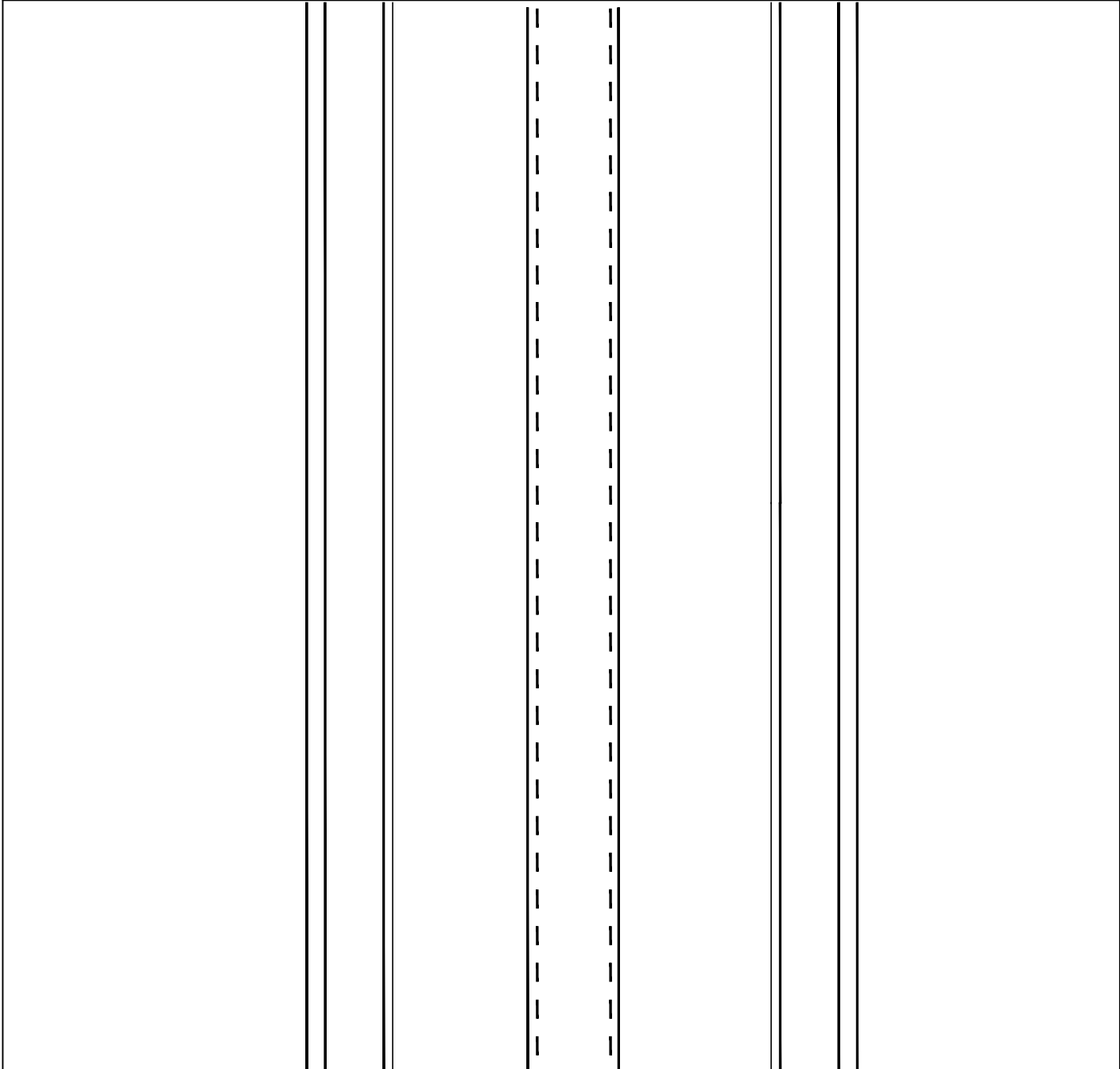
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SAMPLE SETUP



TRAFFIC CONTROL
RECOMMENDATIONS

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

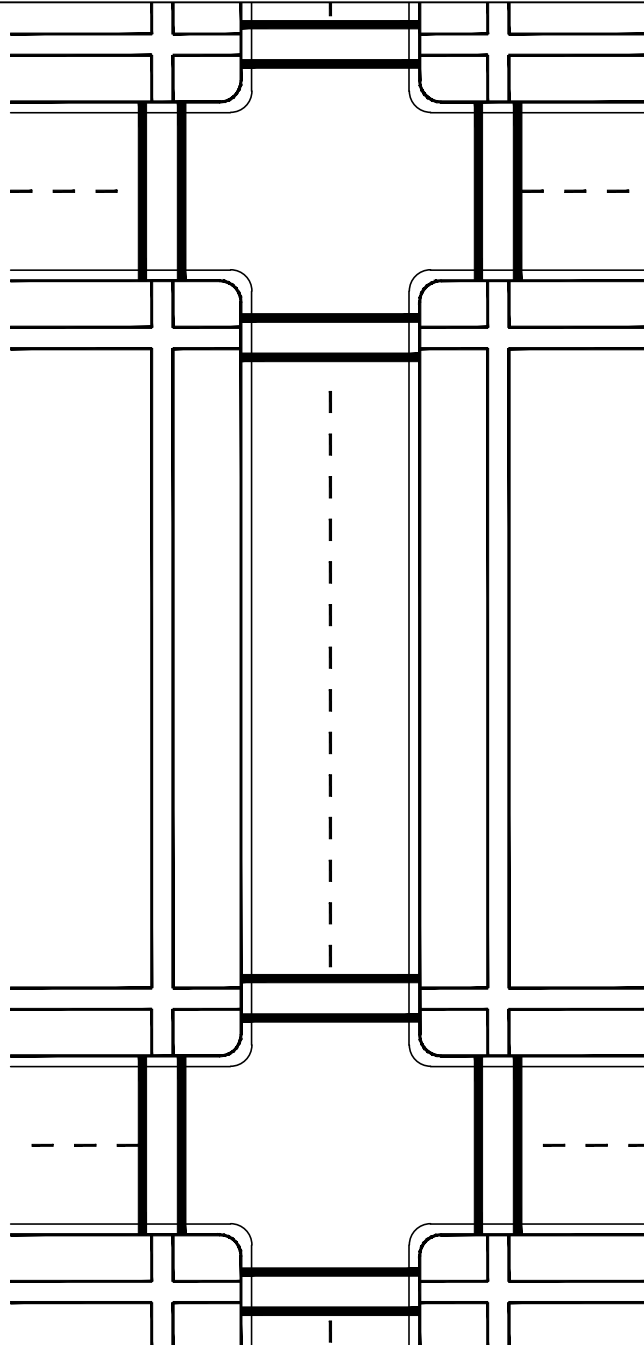
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NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TRAFFIC CONTROL
RECOMMENDATIONS

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

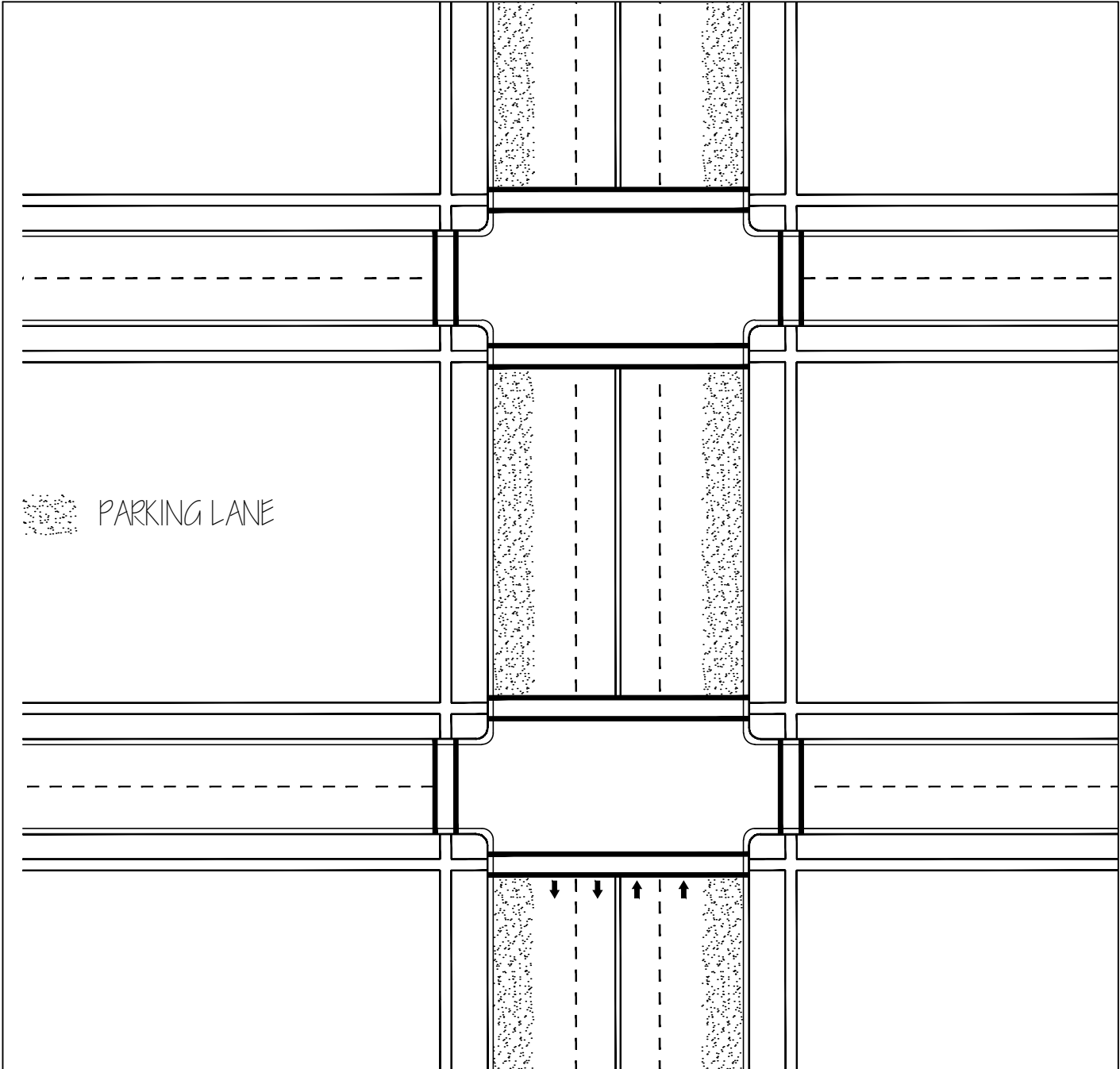
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SAMPLE SETUP



TRAFFIC CONTROL
RECOMMENDATIONS

APPROVED BY: _____ DATE: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS
 MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____
 MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

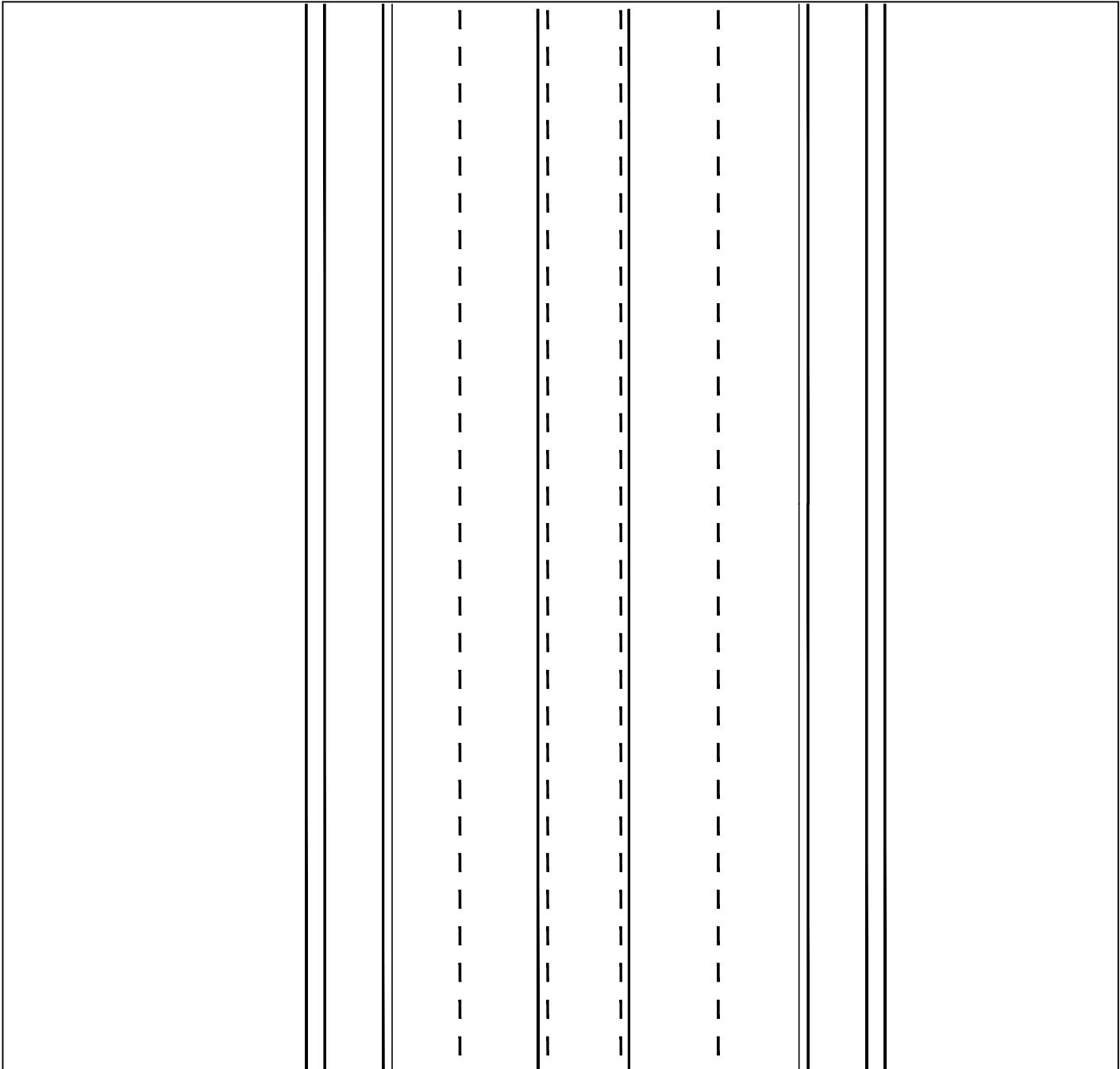
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SAMPLE SETUP



TRAFFIC CONTROL
RECOMMENDATIONS

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC., AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

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APPENDIX C

CITY OF TACOMA INSURANCE REQUIREMENTS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Commercial (Business) Automobile Liability Insurance

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

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Professional Liability policy shall include Pollution Liability coverage.

3.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.7 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.8 Installation Floater Insurance

Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor's labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

3.9 Other Insurance

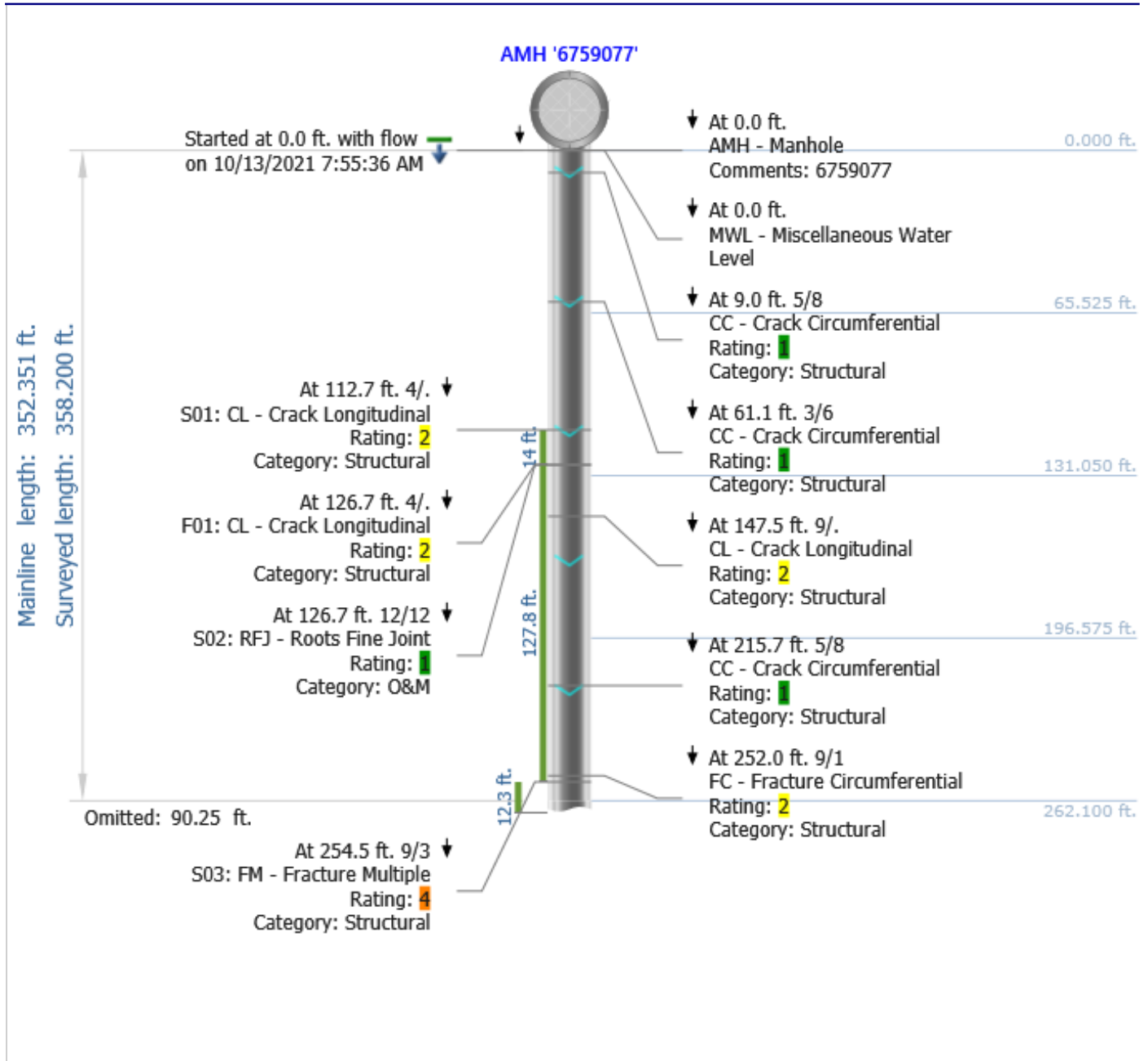
Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

APPENDIX D

STORM SEGMENT TELEVISION INSPECTIONS INFORMATION

Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
	6264245	TACOMA	1102 N YAKIMA AVE
Start date/time:	Direction:	Weather:	Location code:
10/13/2021 7:55 AM	D	1	
Shape:	Material:	Height:	Width:
C	VCP	10 in.	



Project name:

Mainline ID:

Start date/time:

Direction:

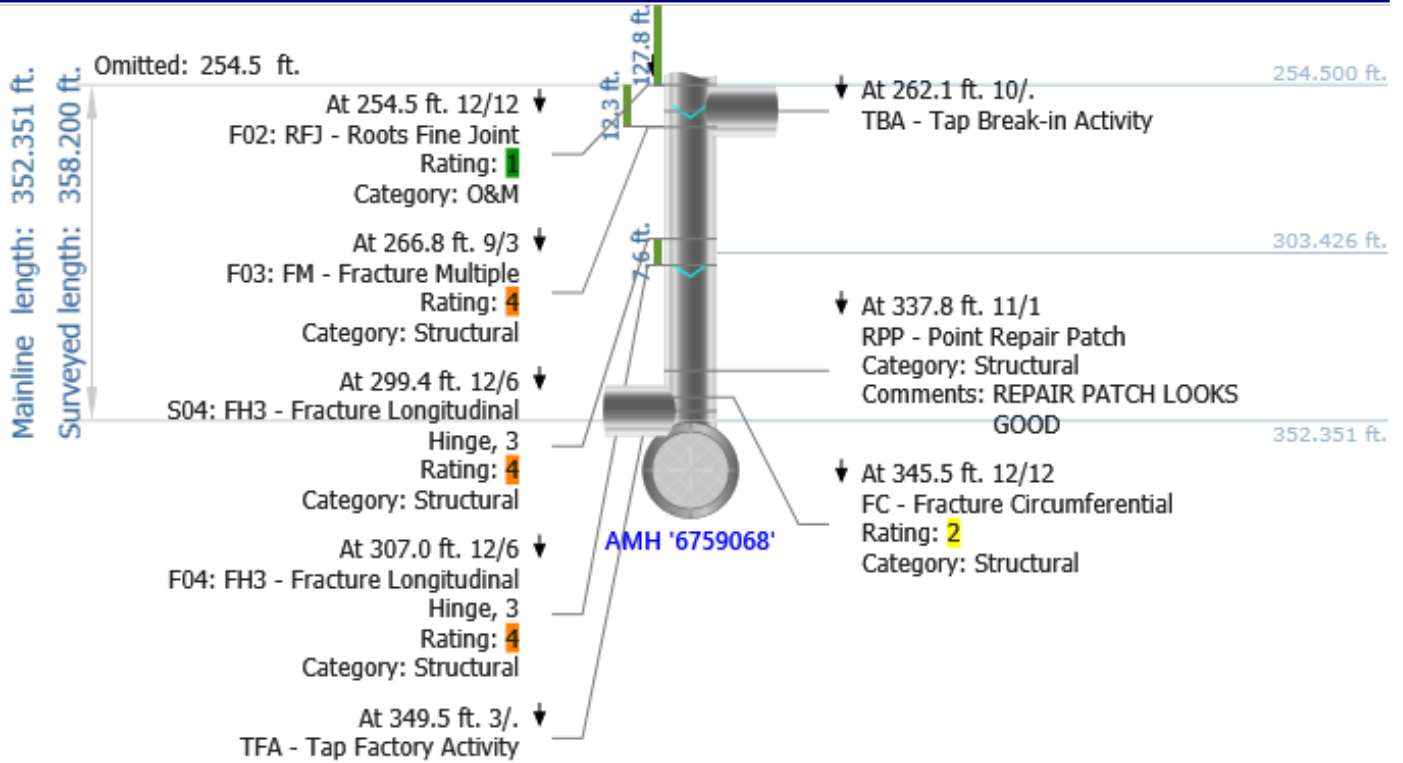
6264245

10/13/2021 7:55 AM

D

Weather:

1



Some observations have distance greater than the pipe length

Project name:

Mainline ID:

Start date/time:

Direction:

6264245

10/13/2021 7:55 AM

D

Weather:

1

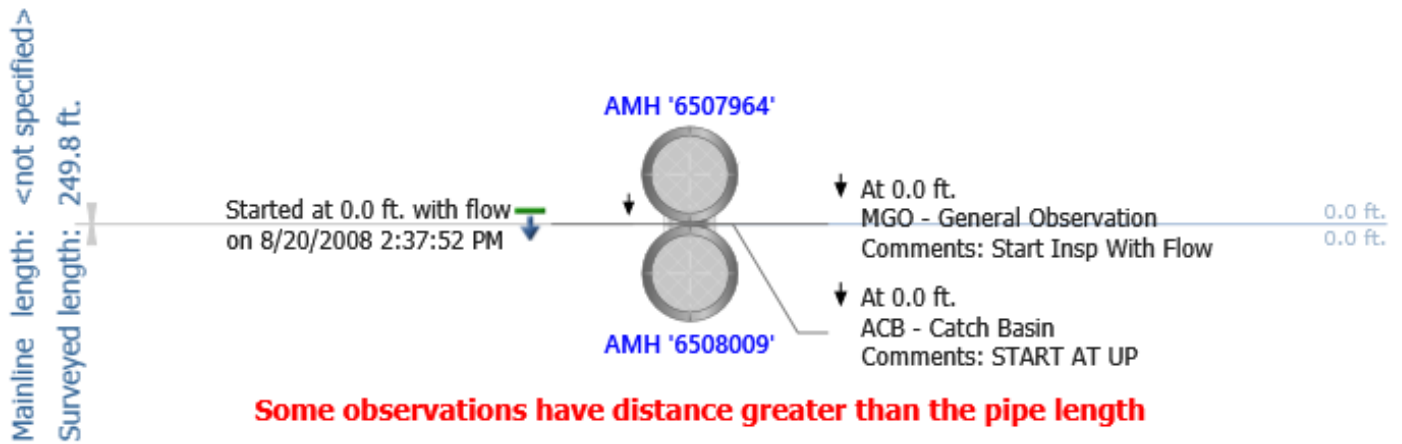
Stopped at 358.2 ft. with flow
on 10/13/2021 8:11:28 AM



At 358.2 ft.
AMH - Manhole
Comments: END AT DOWNSTREAM
MANHOLE

Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
REQ TVI - 237A	6259297	TACOMA	2526 TACOMA AVE S
Start date/time:	Direction:	Weather:	Location code:
8/20/2008 2:37 PM	D	2	
Shape:	Material:	Height:	Width:
C	XXX	10 in.	



Project name:
REQ TVI - 237A

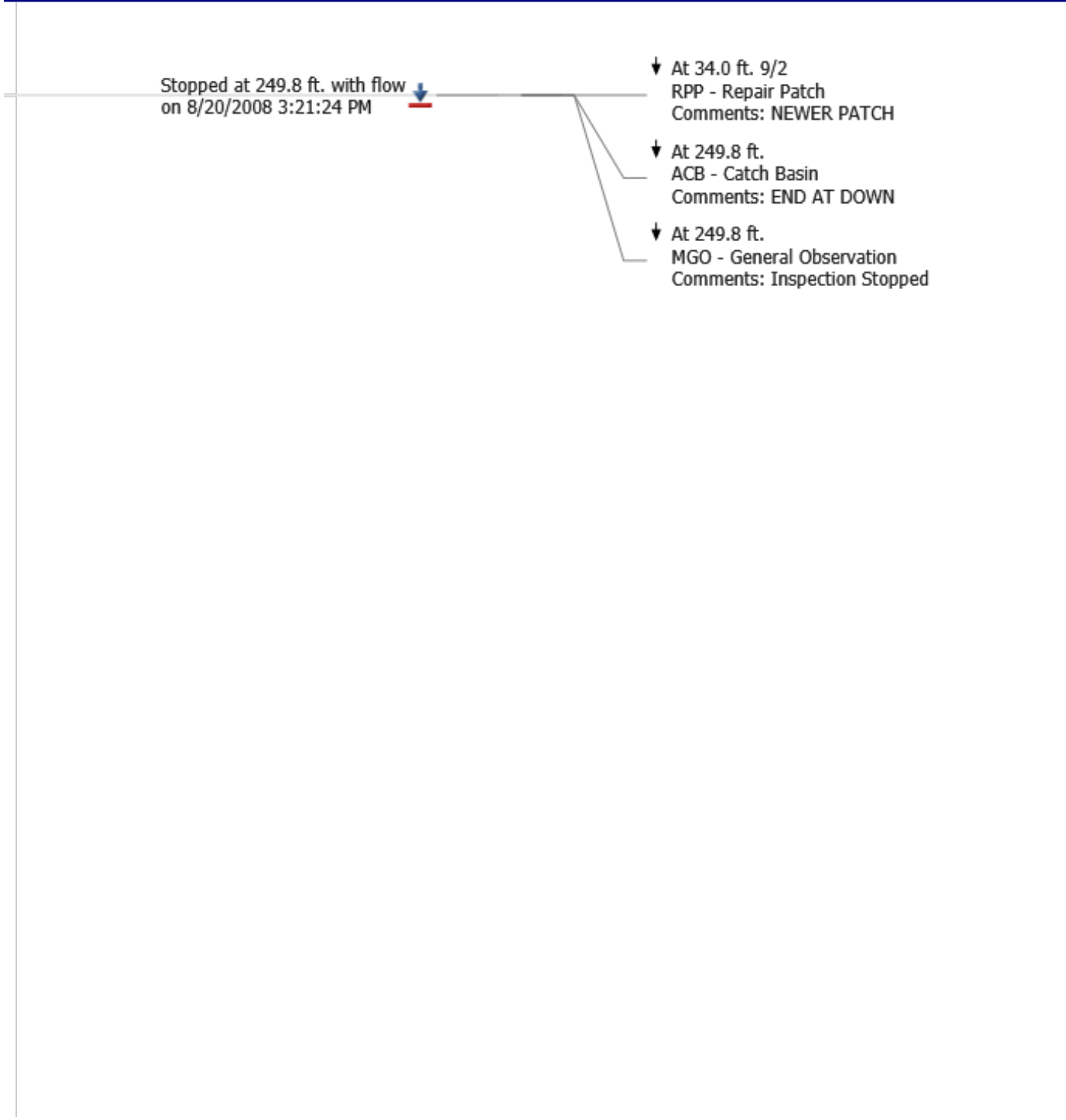
Mainline ID:
6259297

Start date/time:
8/20/2008 2:37 PM

Direction:
D

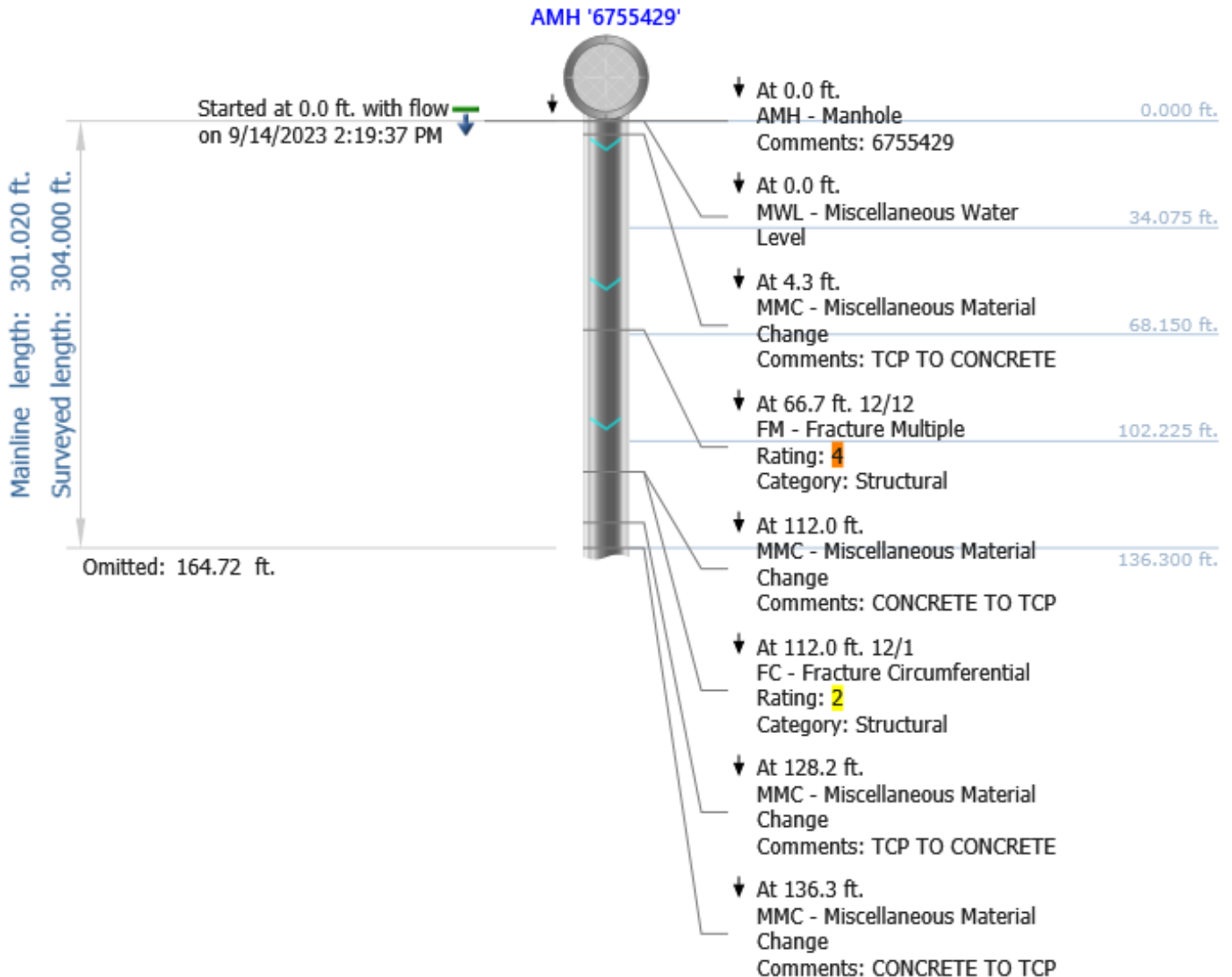
Weather:

2



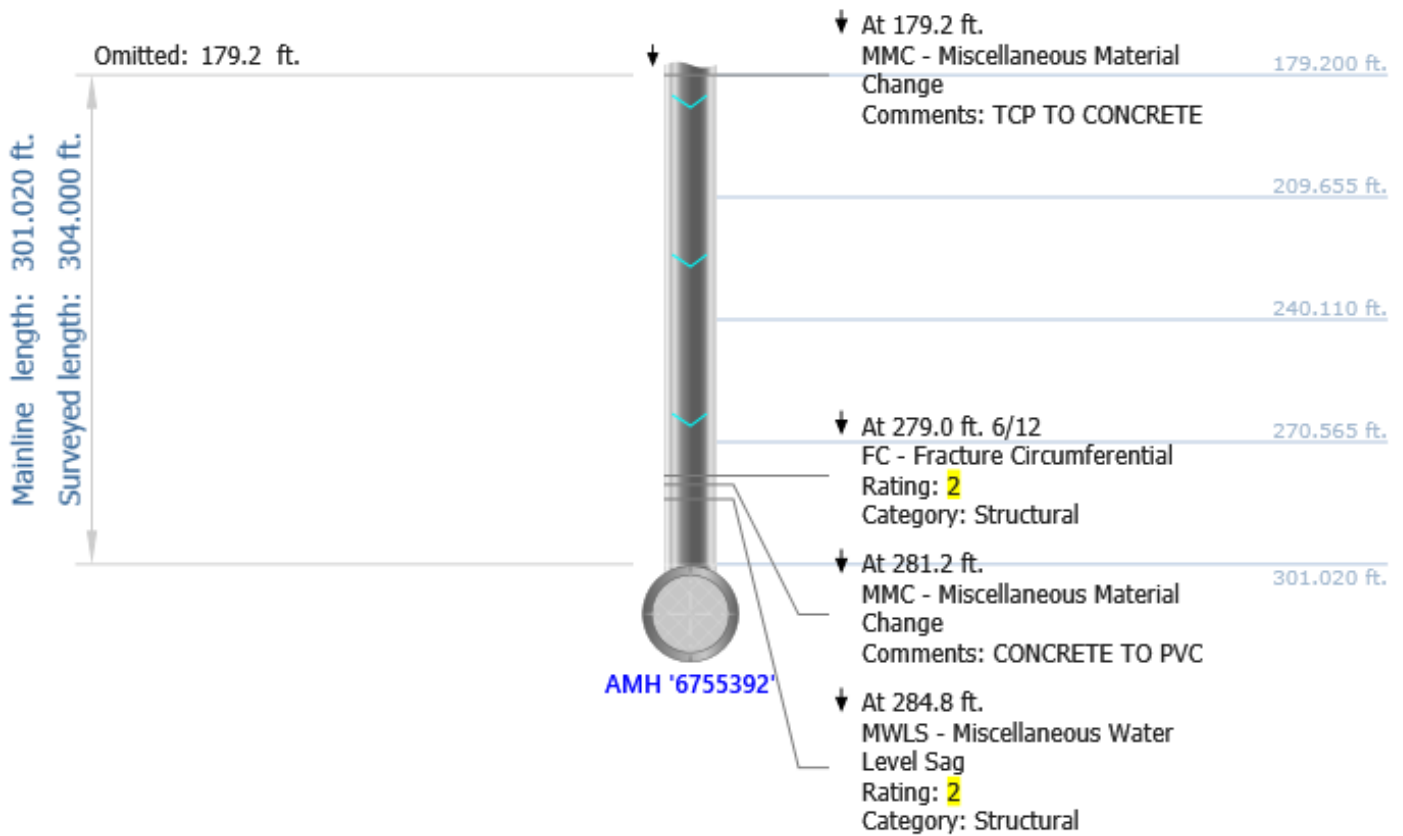
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
LC GRANT FL_02 - STORM	6267986	TACOMA	3202 S GUNNISON ST
Start date/time:	Direction:	Weather:	Location code:
9/14/2023 2:19 PM	D	1	
Shape:	Material:	Height:	Width:
C	VCP	10 in.	



Weather:

1



Some observations have distance greater than the pipe length

Project name: Mainline ID:
LC GRANT FL_02 - STORM 6267986

Start date/time:
9/14/2023 2:19 PM

Direction:
D

Weather:

1

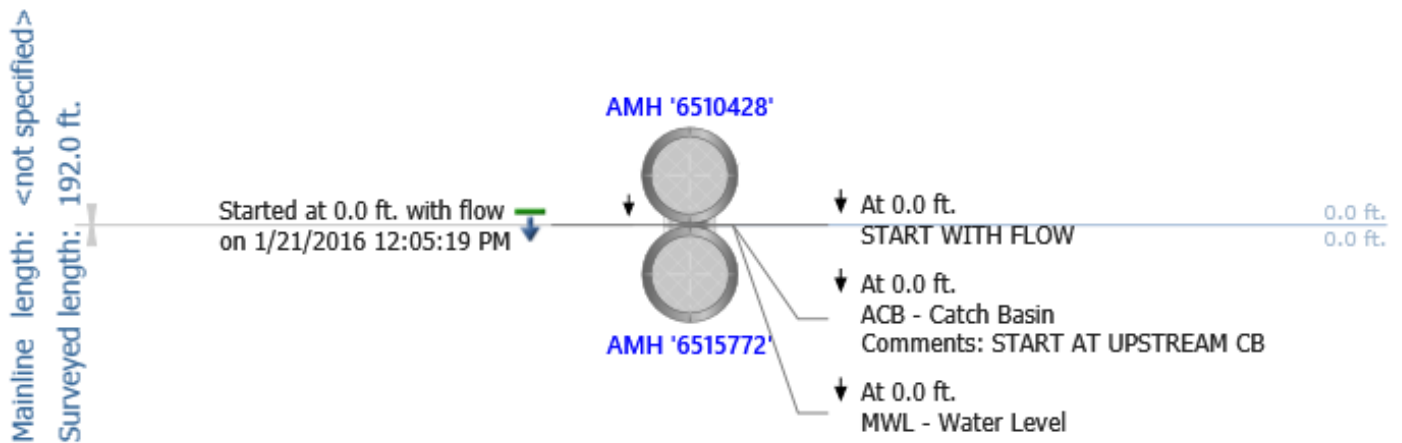
Stopped at 304.0 ft. with flow
on 9/14/2023 2:33:27 PM



At 304.0 ft.
AMH - Manhole
Comments: AT DSMH

Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
REQ TVI - 2016 PAVING PROJECT	6284279	TACOMA	621 SOUTH TRAFTON
Start date/time:	Direction:	Weather:	Location code:
1/21/2016 12:05 PM	D	3	
Shape:	Material:	Height:	Width:
C	CP	8 in.	



Some observations have distance greater than the pipe length

Project name:
REQ TVI - 2016 PAVING PROJECT

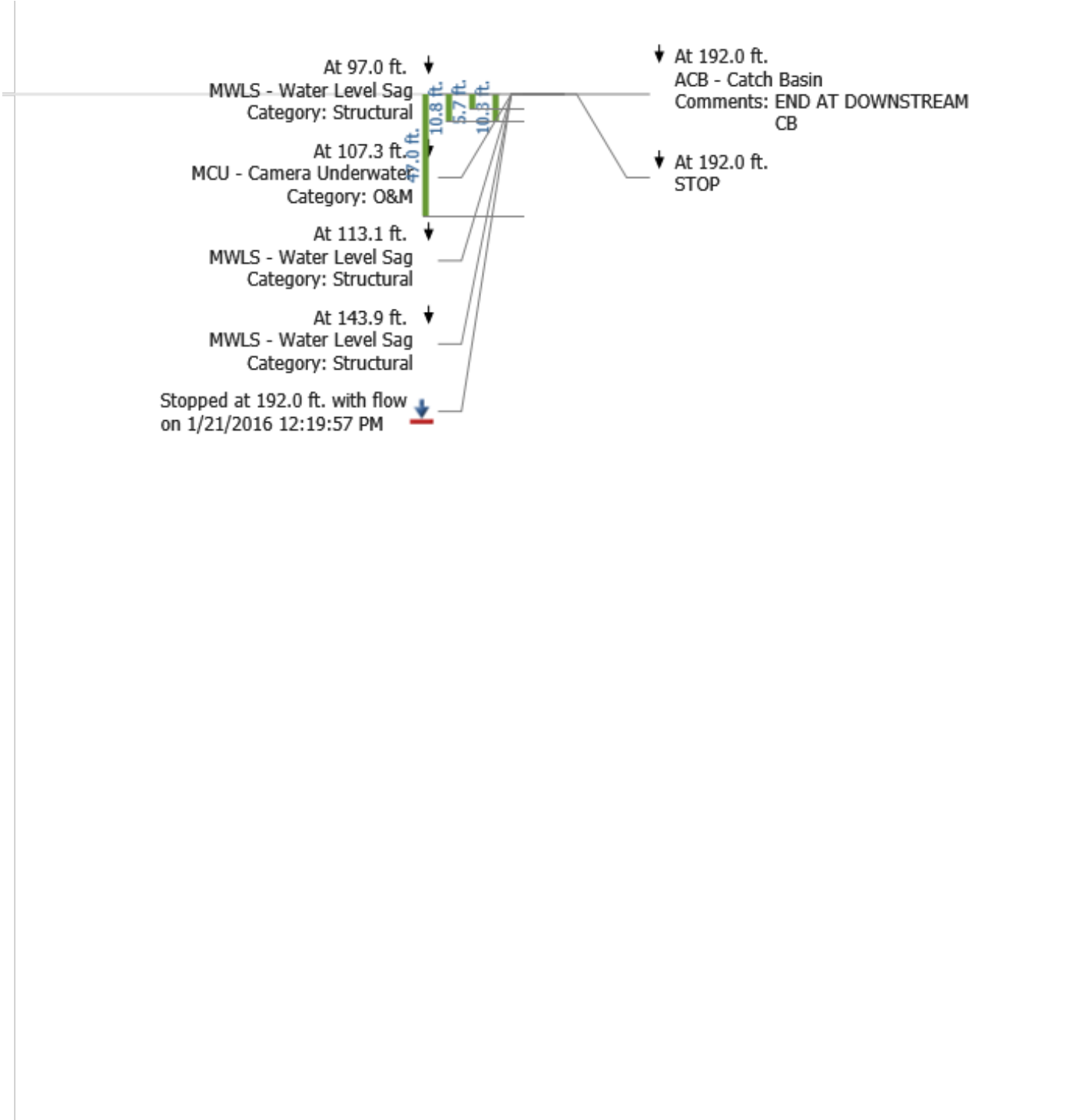
Mainline ID:
6284279

Start date/time:
1/21/2016 12:05 PM

Direction:
D

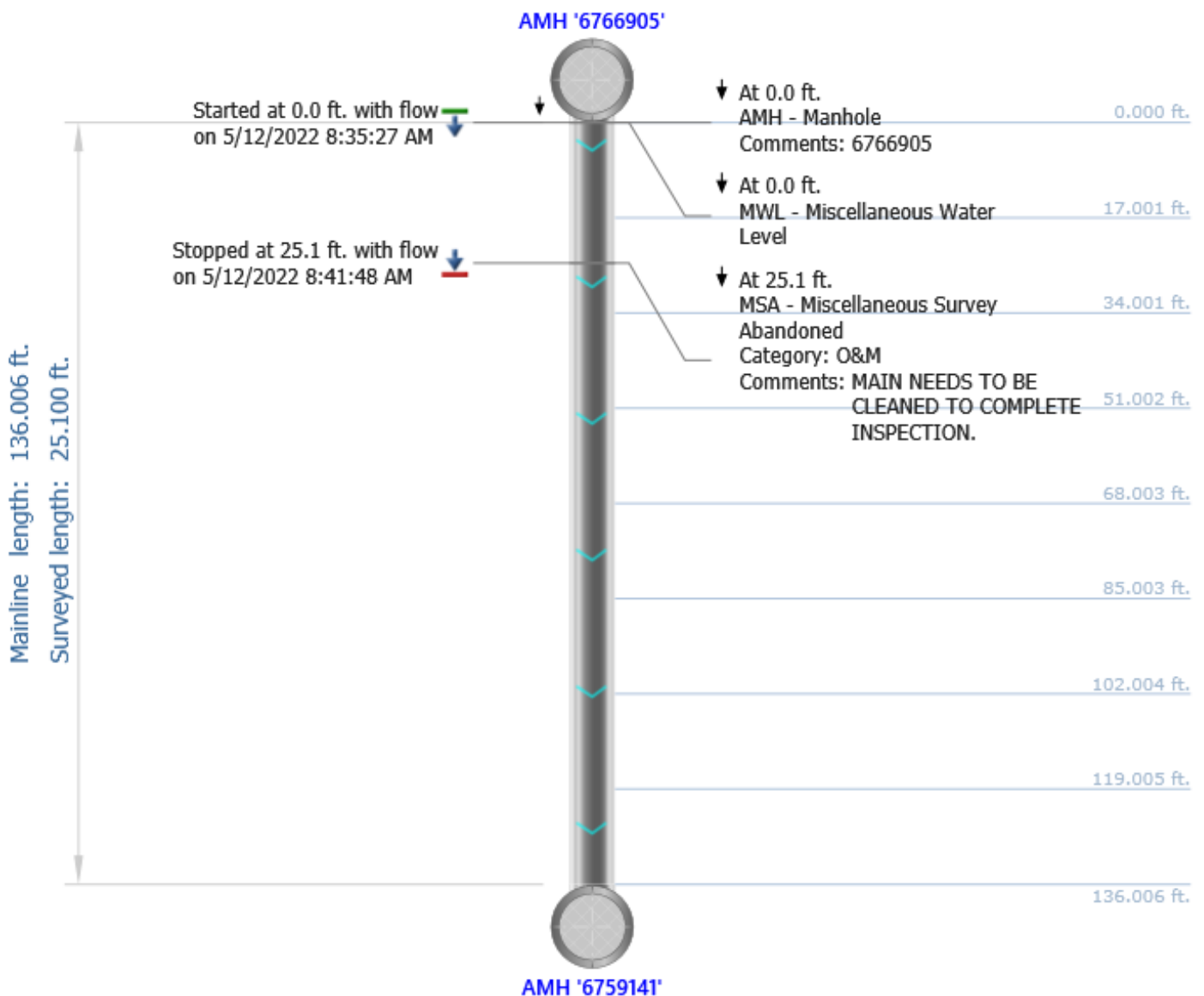
Weather:

3



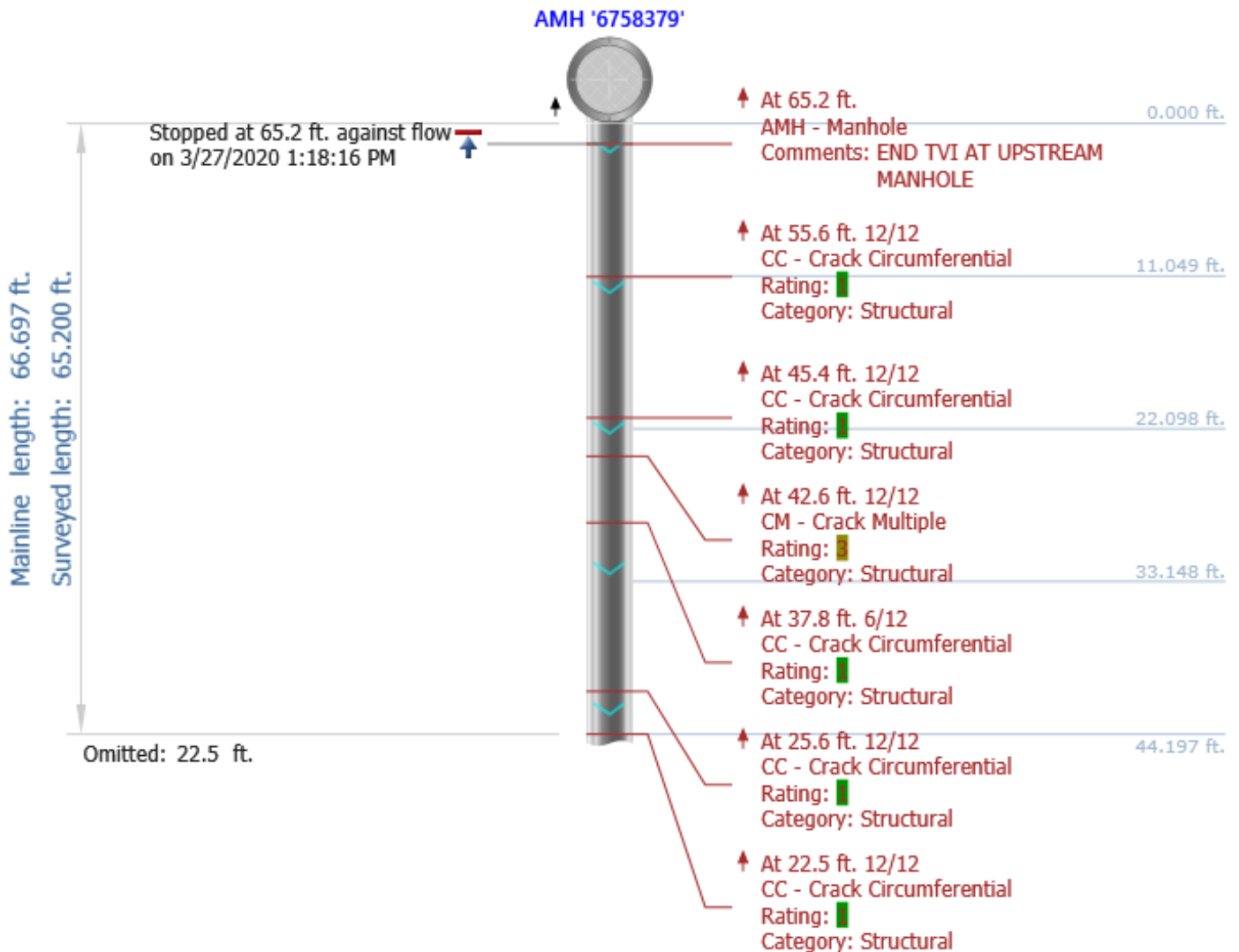
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
REQ TVI - 1912 N ANDERSON ST - SINKING ROAD	6257736	TACOMA	2901 N 19TH ST
Start date/time:	Direction:	Weather:	Location code:
5/12/2022 8:35 AM	D	5	
Shape:	Material:	Height:	Width:
C	CP	8 in.	



Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
PAVING - 5403 S PROSPECT ST	6298625	TACOMA	5423 S PROSPECT ST
Start date/time:	Direction:	Weather:	Location code:
3/27/2020 1:10 PM	U	1	
Shape:	Material:	Height:	Width:
C	XXX	12 in.	



Project name:
**PAVING - 5403 S
PROSPECT ST**

Mainline ID:
6298625

Start date/time:
3/27/2020 1:10 PM

Direction:
U

Weather:

1

Mainline length: 66.697 ft.
Surveyed length: 65.200 ft.

Omitted: 64.7 ft.

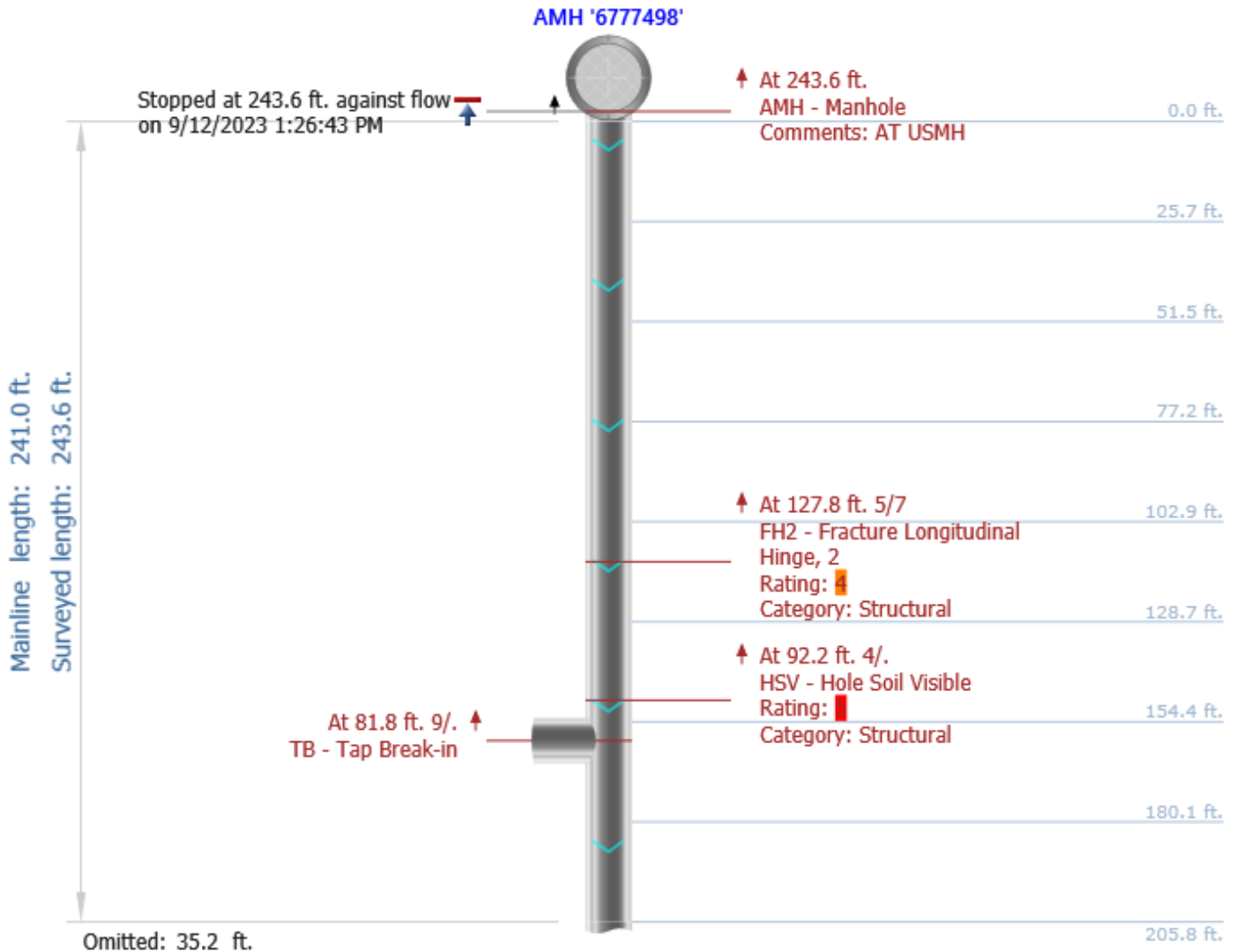
Started at 0.0 ft. against flow
on 3/27/2020 1:10:49 PM

ACB '6510061'

- ↑ At 2.0 ft.
MMC - Miscellaneous Material
Change
Comments: PVC TO CONCRETE
64.697 ft.
- ↑ At 1.5 ft. 12/12
CM - Crack Multiple
Rating: █
Category: Structural
- ↑ At 0.0 ft.
ACB - Access Point Catch Basin
Comments: 6510061
- ↑ At 0.0 ft.
MWL - Miscellaneous Water
Level

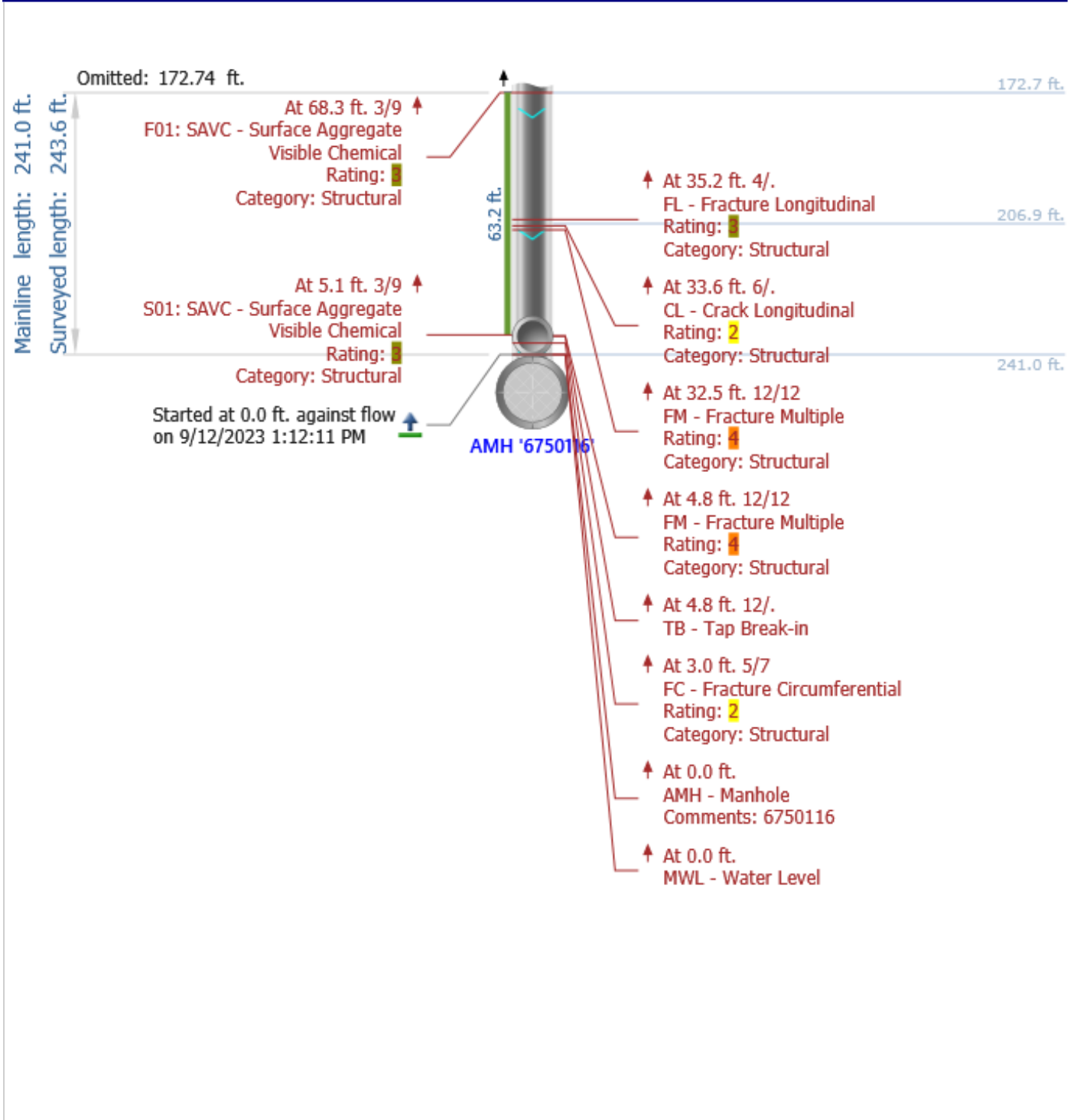
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM - FL_02	6286024	TACOMA	1802 S UNION AVE
Start date/time:	Direction:	Weather:	Location code:
9/12/2023 1:12 PM	U	1	
Shape:	Material:	Height:	Width:
C	CP	10 in.	



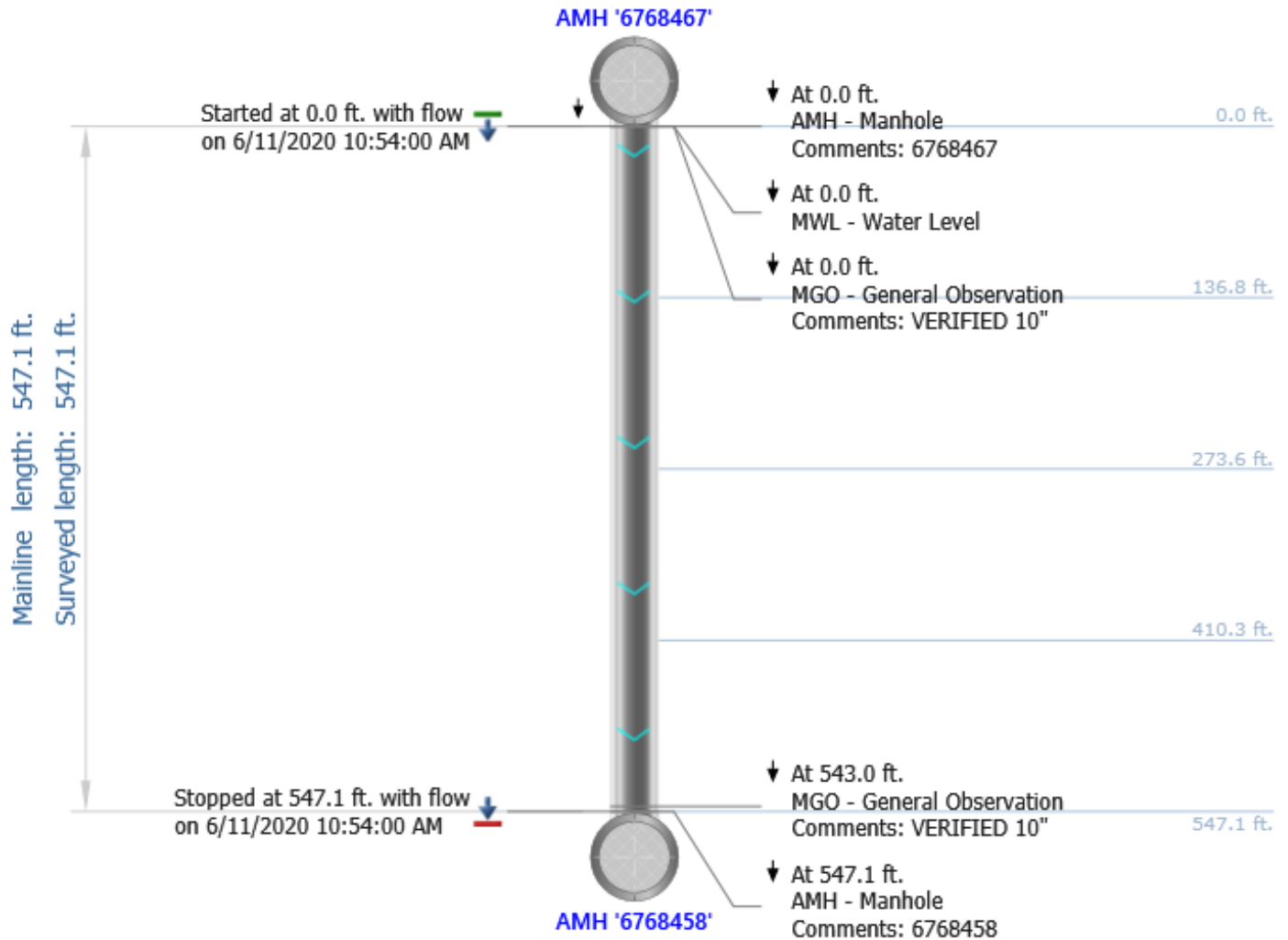
Weather:

1



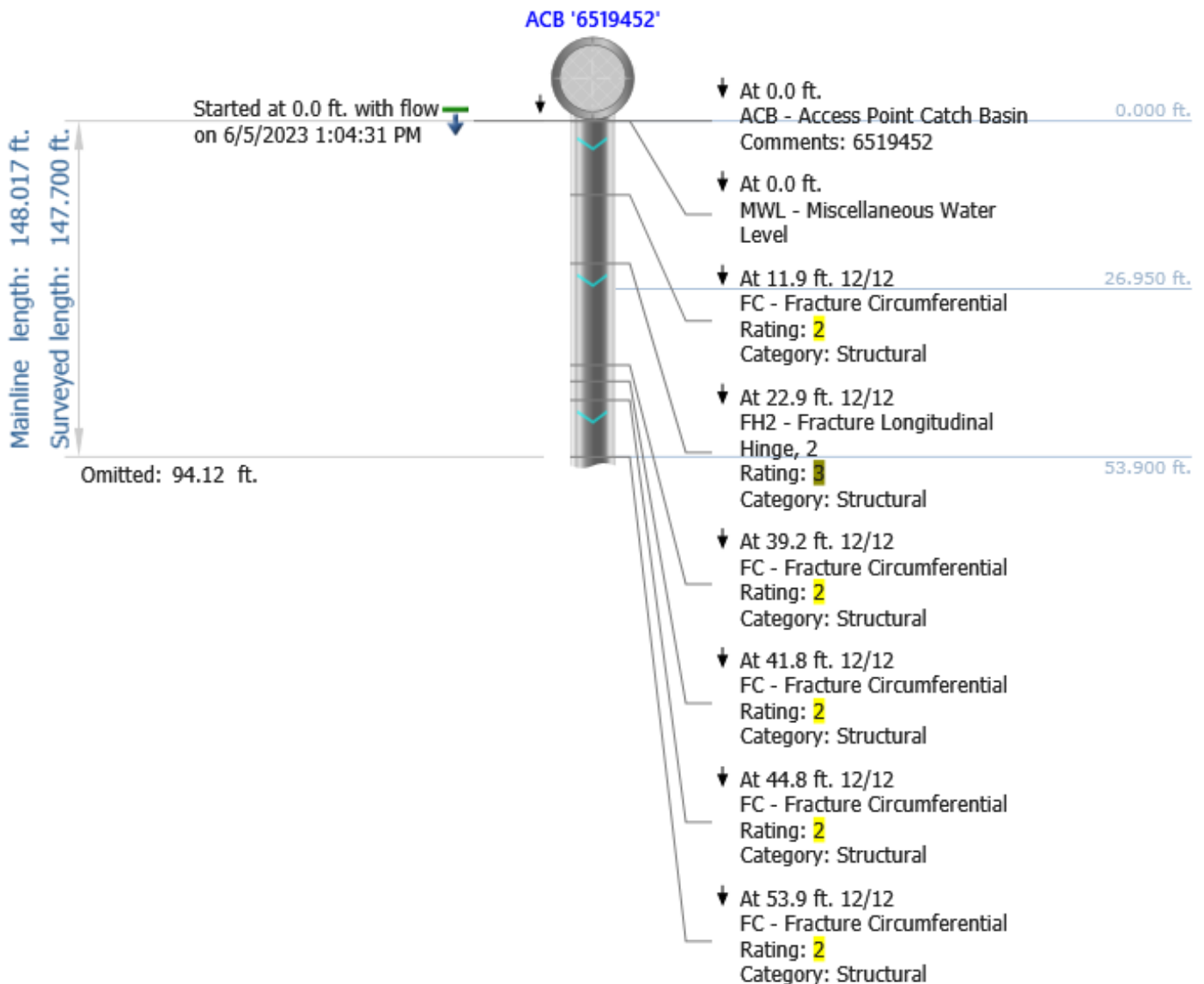
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
D - Insituform_SW 2019 CIPP-pre	6267576	TACOMA	S G ST FROM S 46TH TO S 48TH ST
Start date/time:	Direction:	Weather:	Location code:
6/11/2020 10:54 AM	D	3	C
Shape:	Material:	Height:	Width:
C	CP	10 in.	



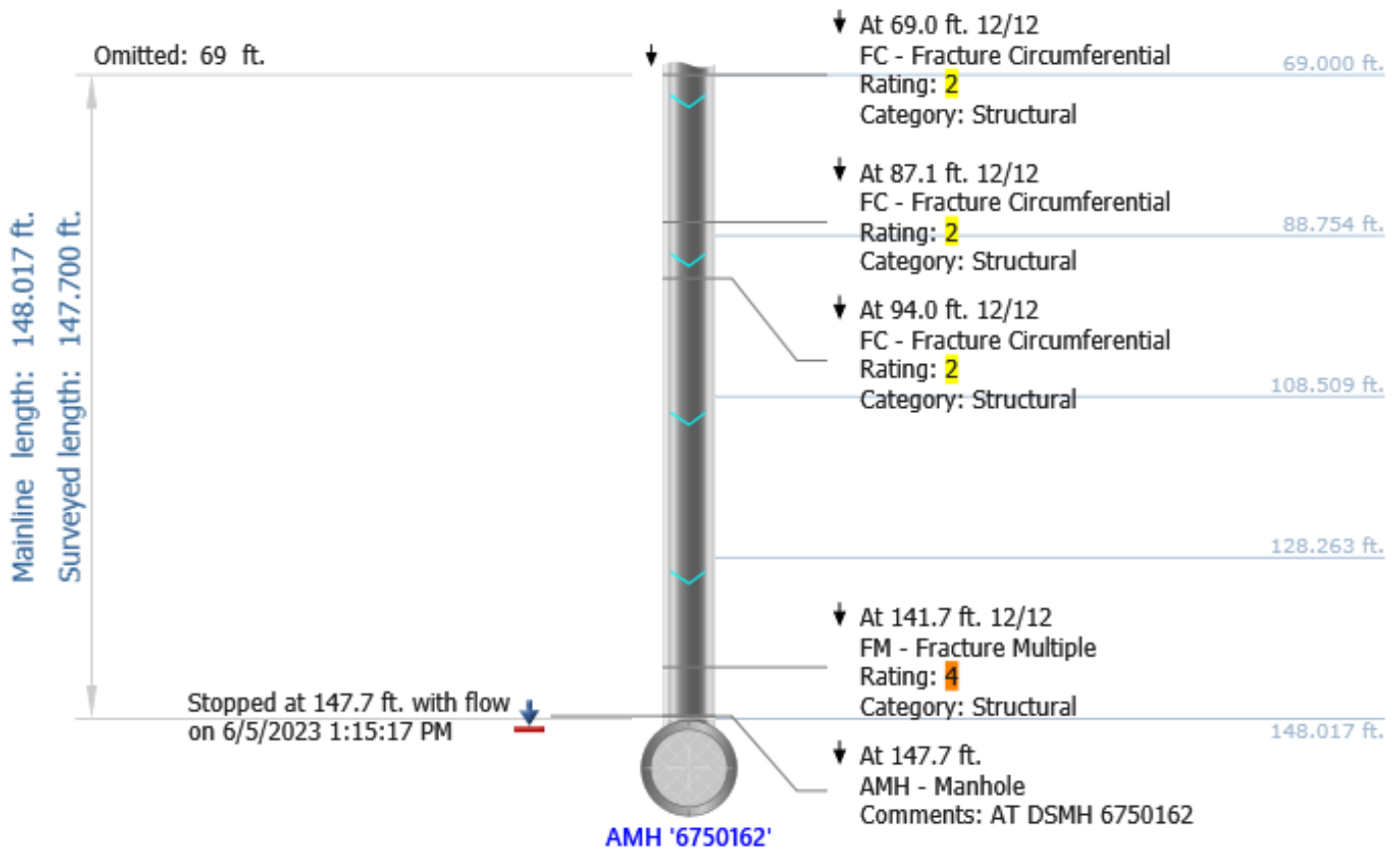
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM - FL_01	6267476	TACOMA	1902 S TYLER ST
Start date/time:	Direction:	Weather:	Location code:
6/5/2023 1:04 PM	D	1	
Shape:	Material:	Height:	Width:
C	CP	8 in.	



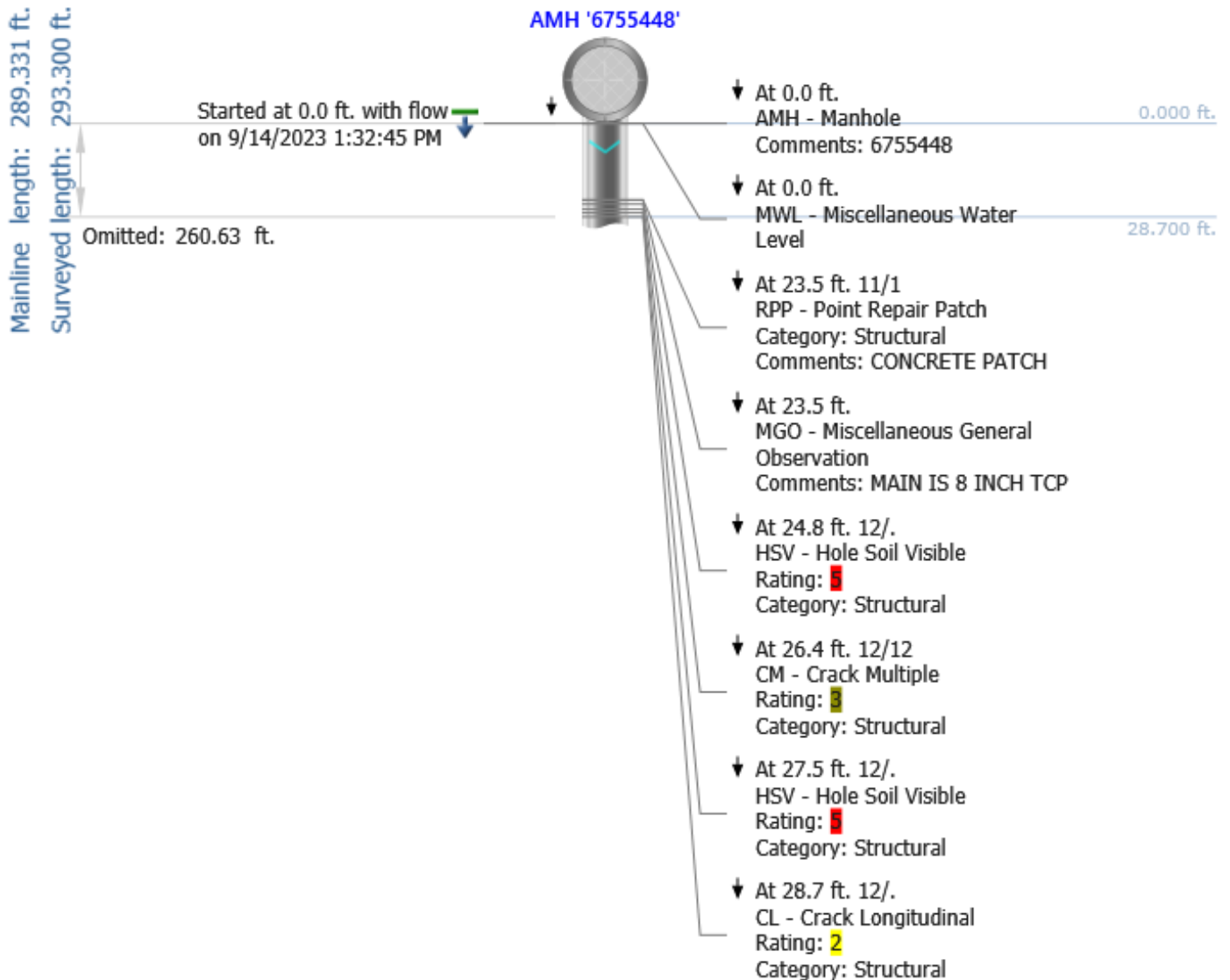
Weather:

1



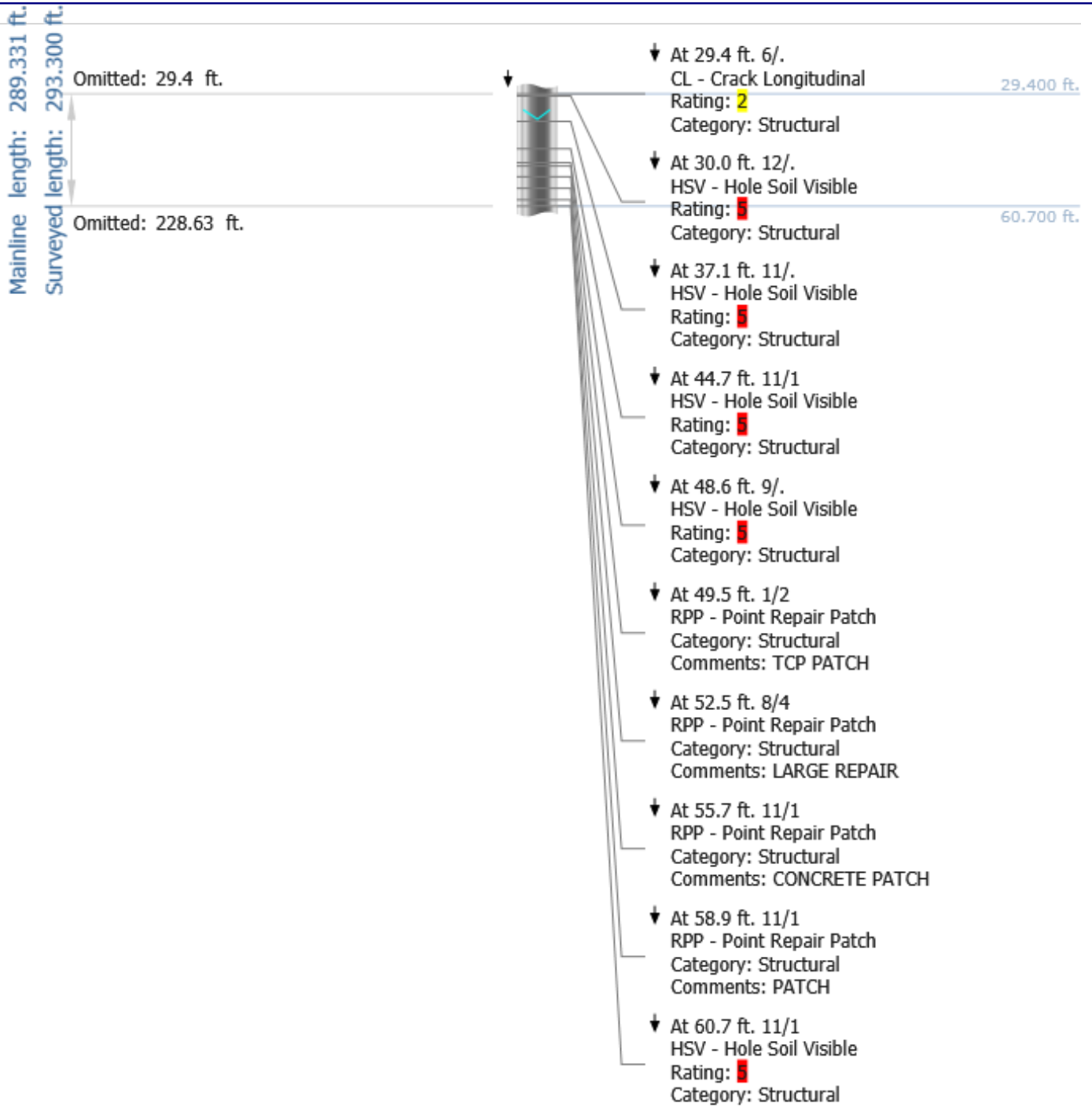
Main Inspections Pipe Run with Images

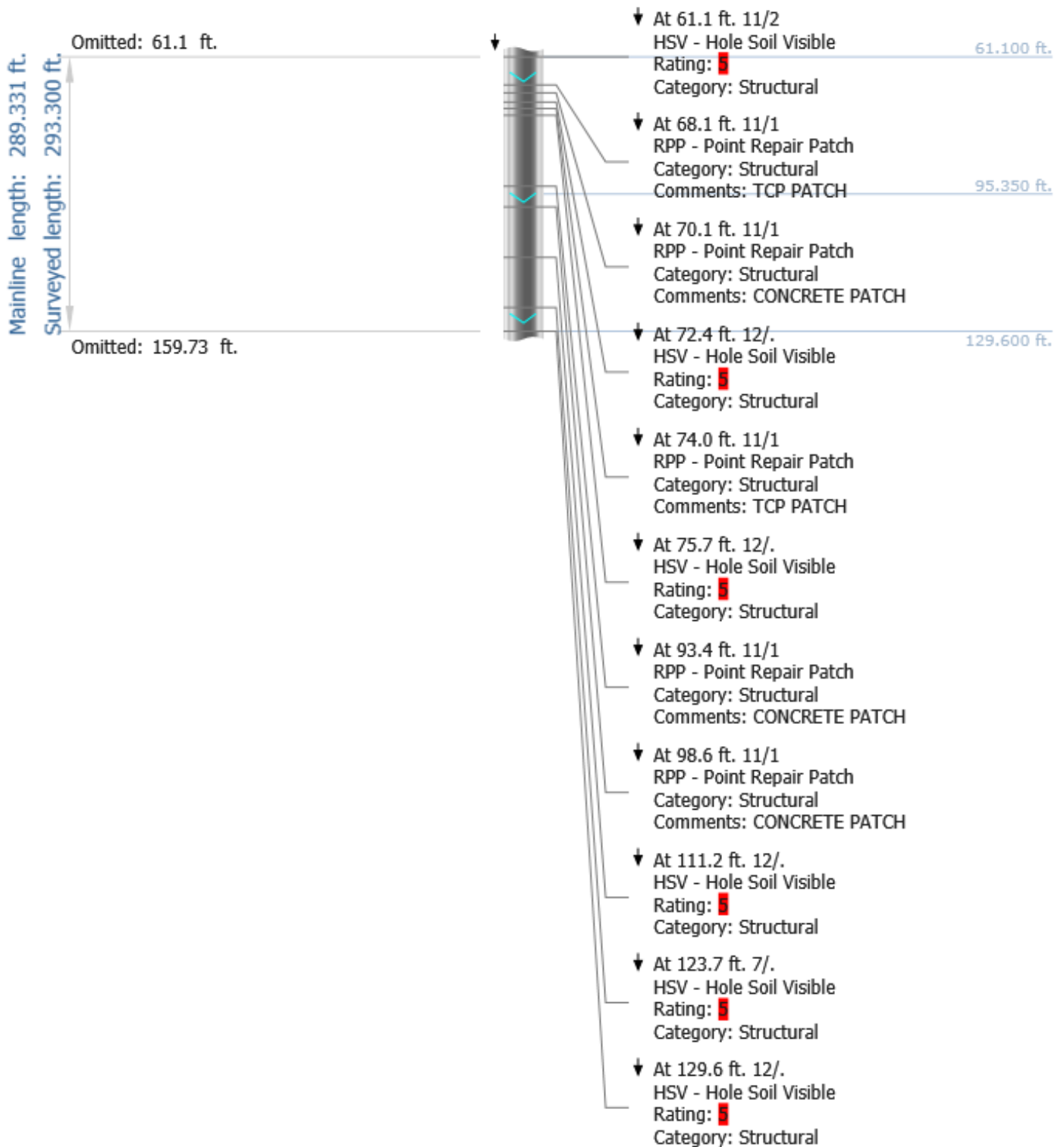
Project name:	Mainline ID:	City:	Street:
LC GRANT FL_02 - STORM	6267757	TACOMA	3915 CENTER ST
Start date/time:	Direction:	Weather:	Location code:
9/14/2023 1:32 PM	D	1	
Shape:	Material:	Height:	Width:
C	VCP	10 in.	



Weather:

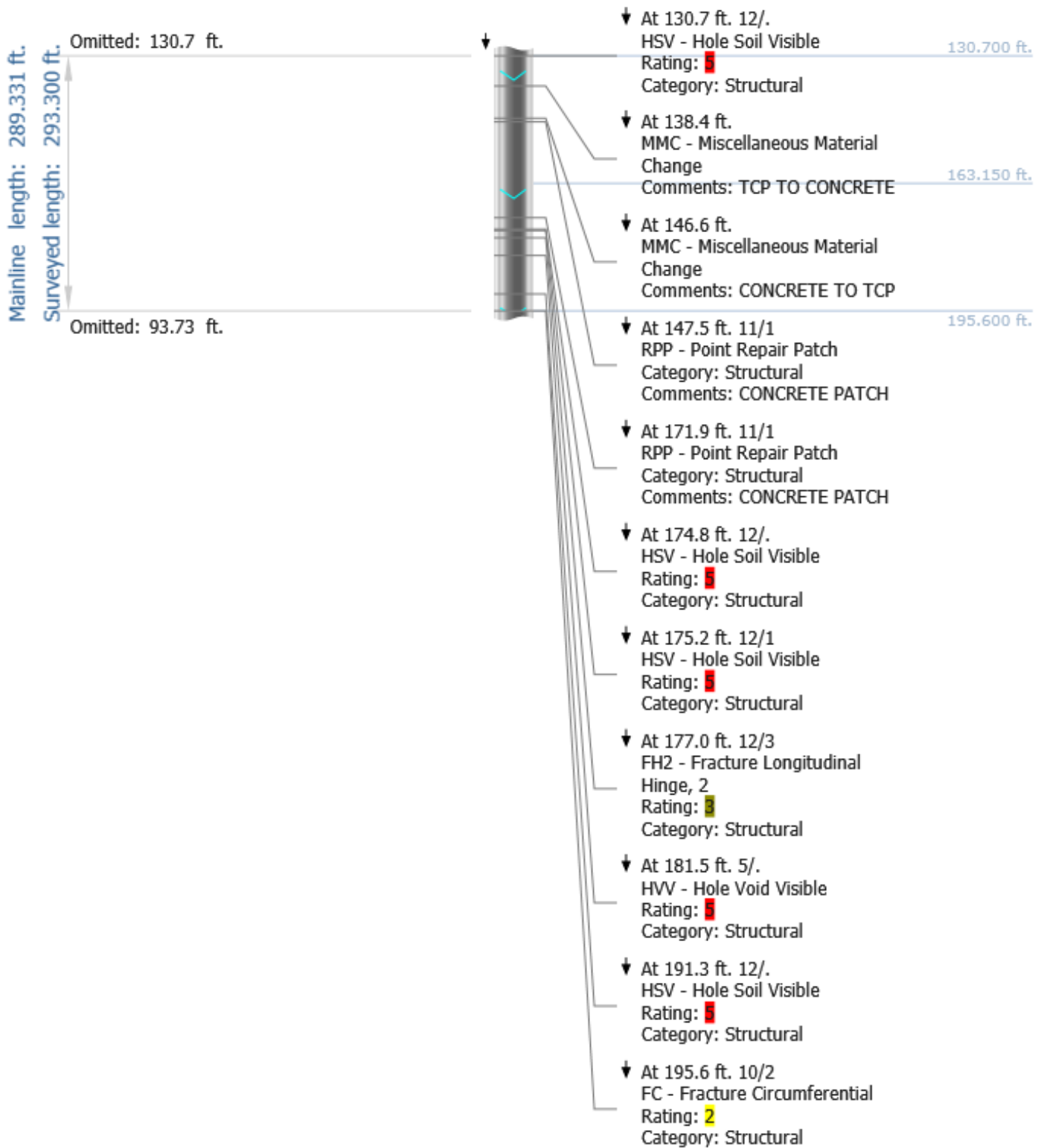
1

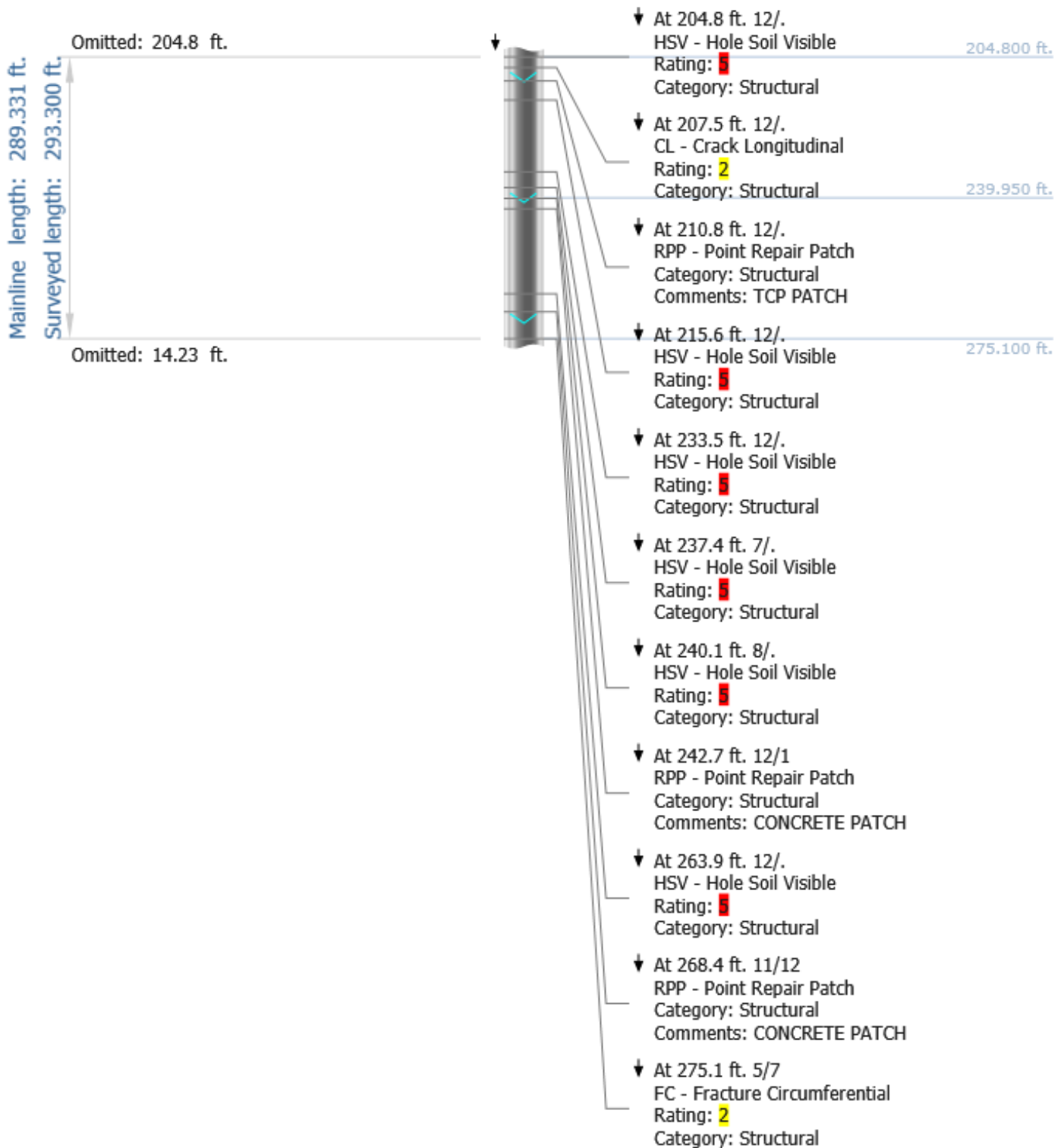




Weather:

1





Project name: Mainline ID:
LC GRANT FL_02 - STORM 6267757

Start date/time:
9/14/2023 1:32 PM

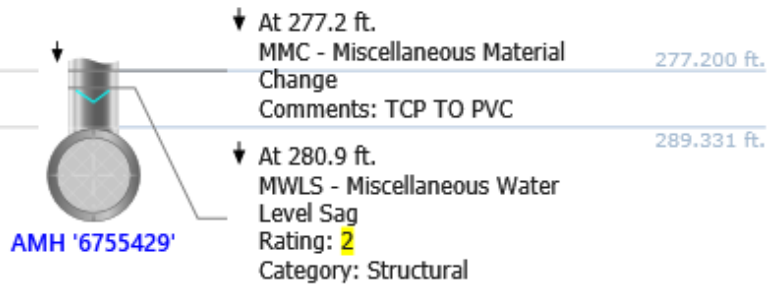
Direction:
D

Weather:

1

Mainline length: 289.331 ft.
Surveyed length: 293.300 ft.

Omitted: 277.2 ft.



Some observations have distance greater than the pipe length

Project name: Mainline ID:
LC GRANT FL_02 - STORM 6267757

Start date/time:
9/14/2023 1:32 PM

Direction:
D

Weather:

1

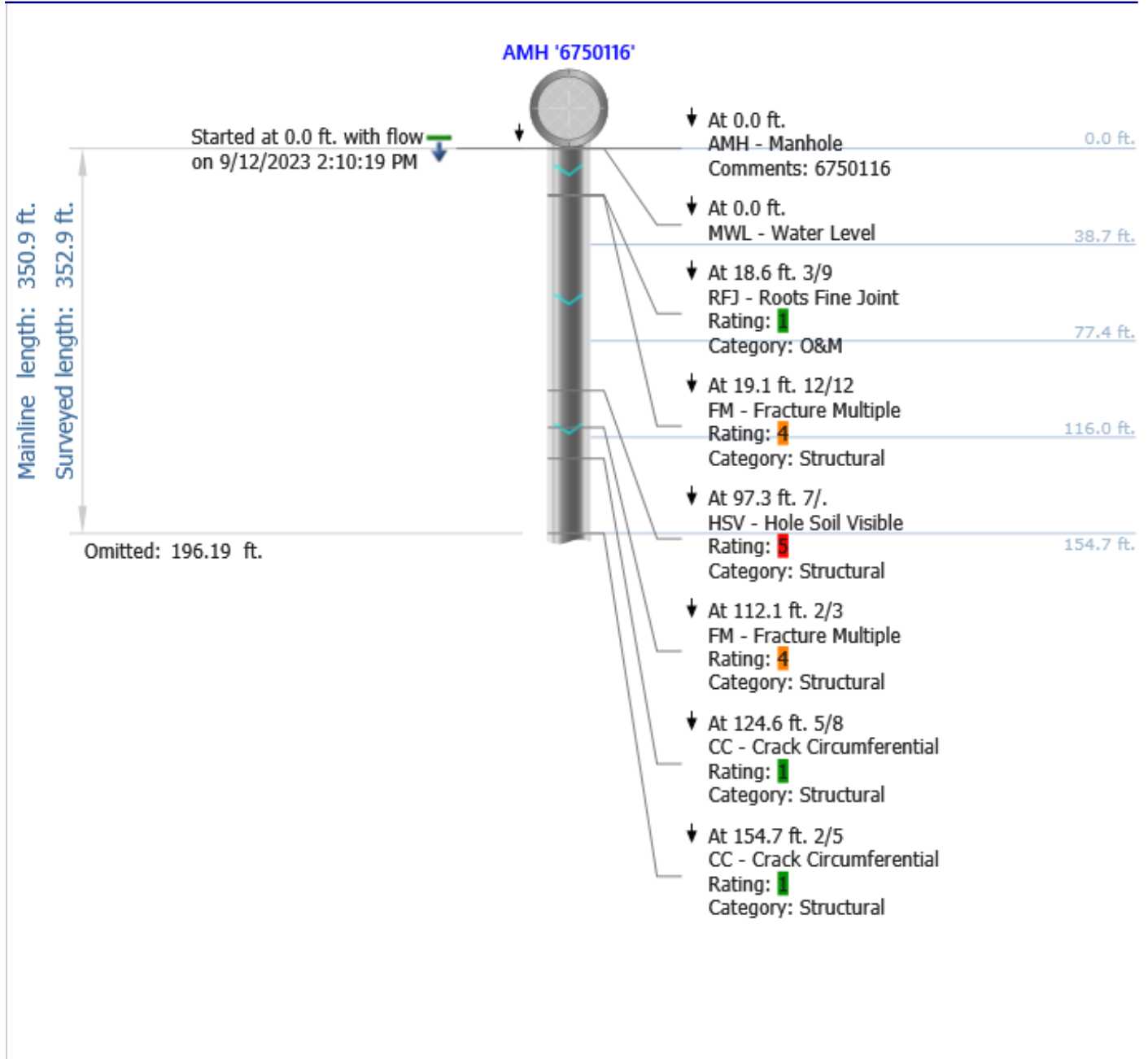
Stopped at 293.3 ft. with flow
on 9/14/2023 2:18:50 PM



At 293.3 ft.
AMH - Manhole
Comments: AT DSMH

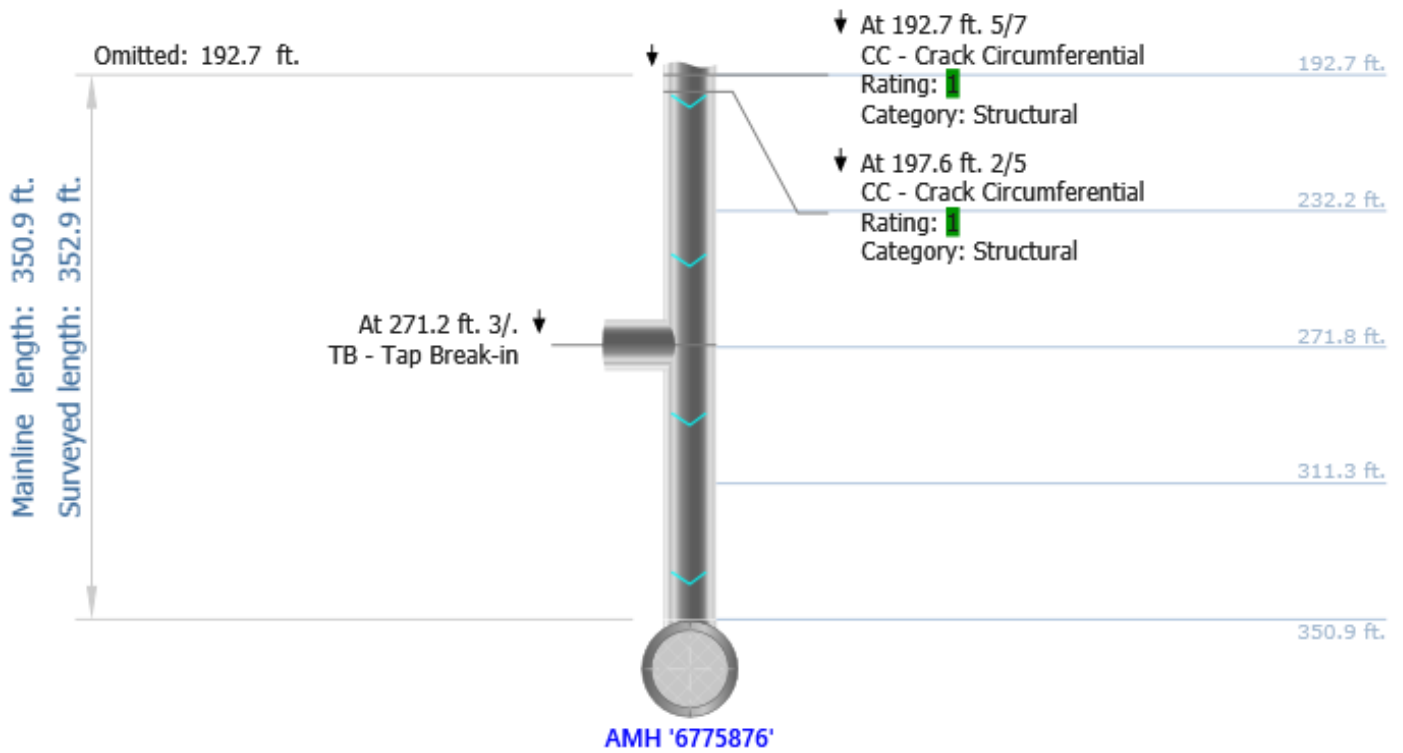
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM - FL_02	6251139	TACOMA	1818 S UNION AVE
Start date/time:	Direction:	Weather:	Location code:
9/12/2023 2:10 PM	D	1	
Shape:	Material:	Height:	Width:
C	CP	12 in.	



Weather:

1



Some observations have distance greater than the pipe length

Project name:
ASSET STORM - FL_02

Mainline ID:
6251139

Start date/time:
9/12/2023 2:10 PM

Direction:
D

Weather:

1

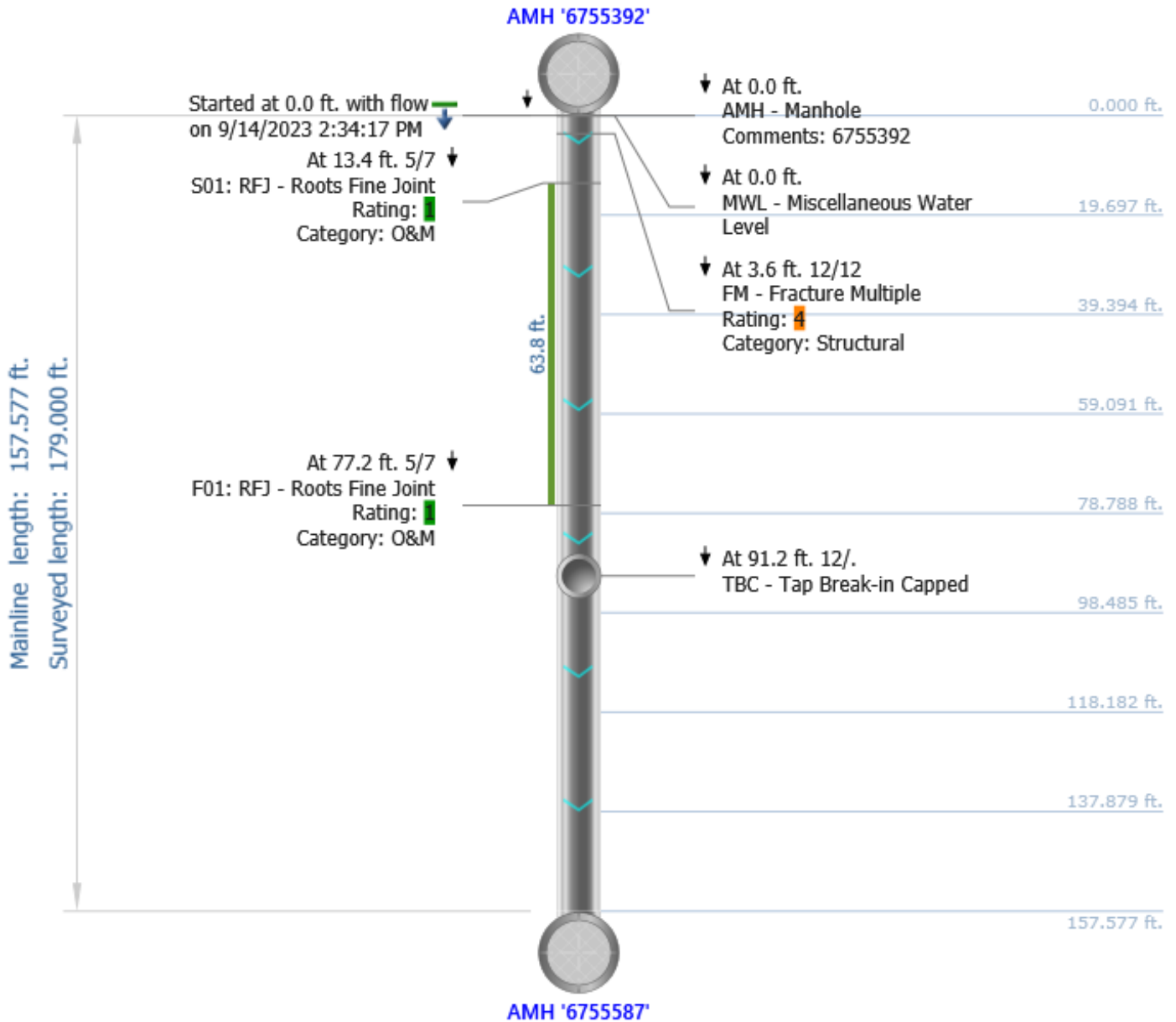
Stopped at 352.9 ft. with flow
on 9/12/2023 2:26:11 PM



At 352.8 ft.
AMH - Manhole
Comments: AT DSMH

Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
LC GRANT FL_02 - STORM	6267749	TACOMA	3202 S GUNNISON ST
Start date/time:	Direction:	Weather:	Location code:
9/14/2023 2:34 PM	D	1	
Shape:	Material:	Height:	Width:
C	CP	10 in.	



Some observations have distance greater than the pipe length

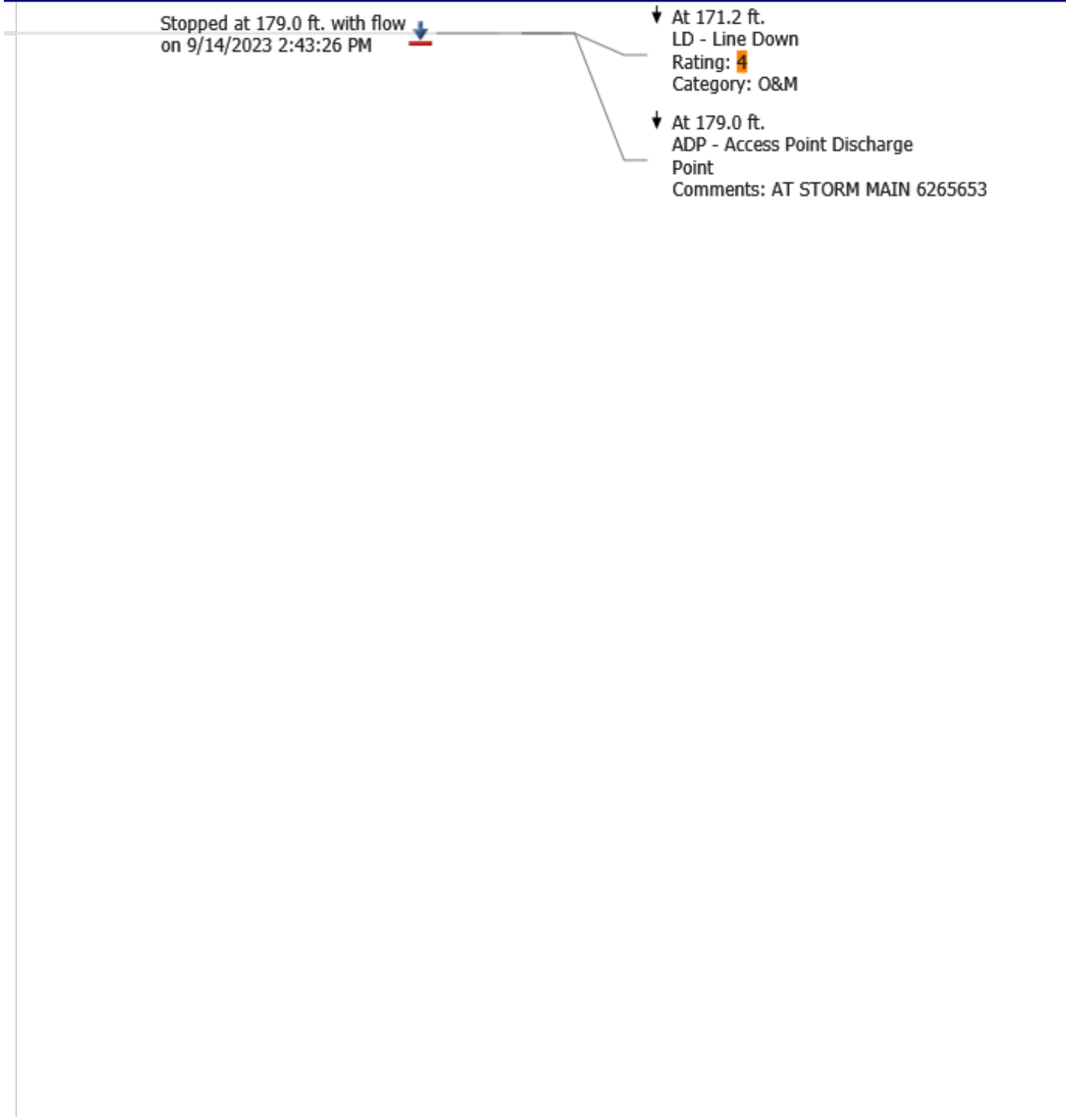
Project name: Mainline ID:
LC GRANT FL_02 - STORM 6267749

Start date/time:
9/14/2023 2:34 PM

Direction:
D

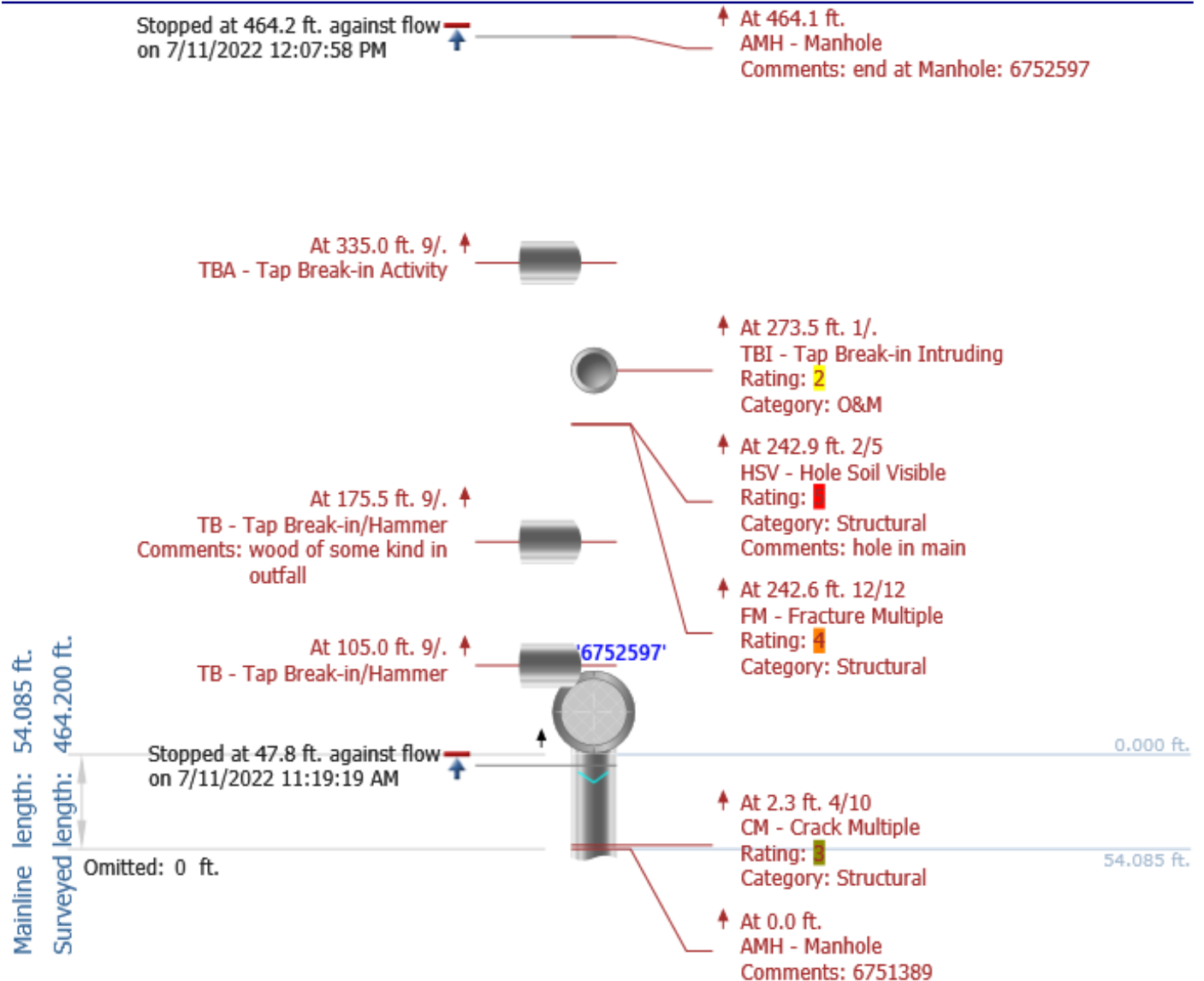
Weather:

1



Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM - LC_01	6257101	TACOMA	6430 6TH AVE
Start date/time:	Direction:	Weather:	Location code:
7/11/2022 11:03 AM	U	1	
Shape:	Material:	Height:	Width:
C	RCP	12 in.	



Project name:
ASSET STORM - LC_01

Mainline ID:
6257101

Start date/time:
7/11/2022 11:03 AM

Direction:
U

Weather:

1

Mainline length: 54.085 ft.
Surveyed length: 464.200 ft.

Omitted: 54.09 ft.

Started at 0.0 ft. against flow
on 7/11/2022 11:03:25 AM

Started at 0.0 ft. against flow
on 7/11/2022 11:20:15 AM

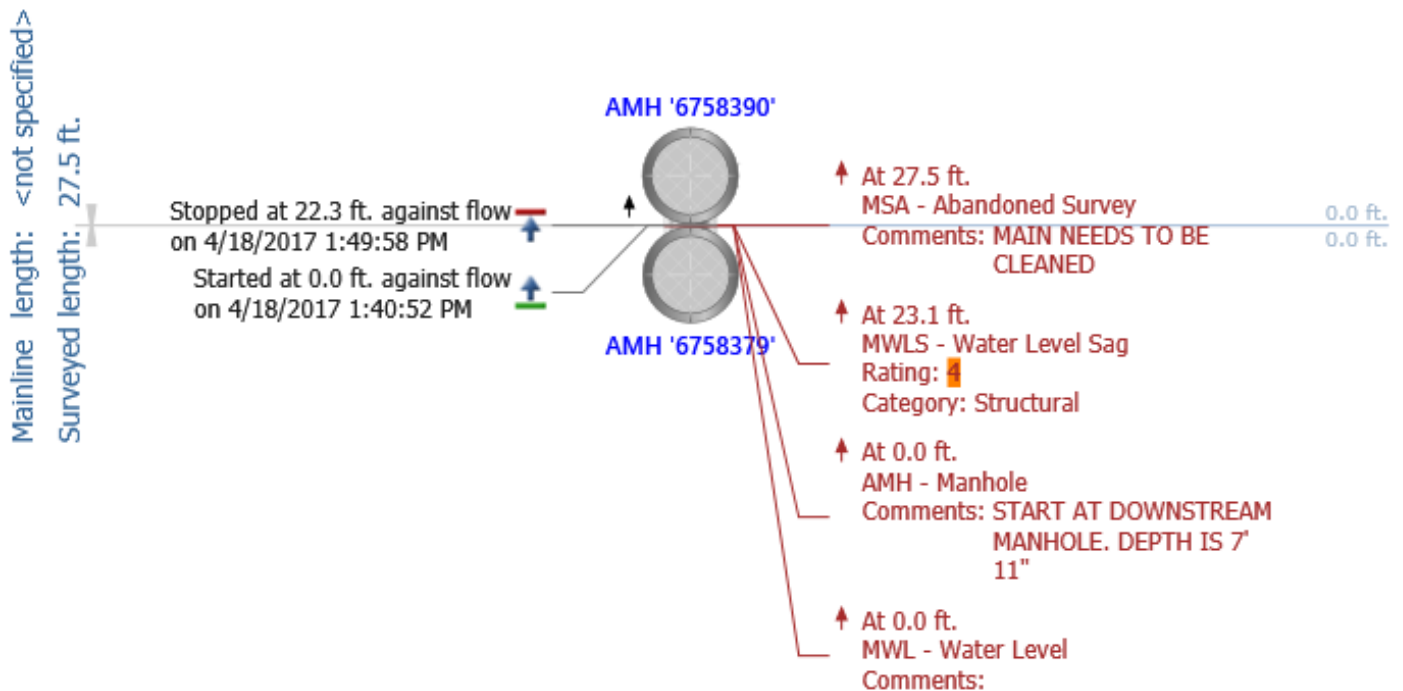
AMH '6751385'

↑ At 0.0 ft.
MWL - Miscellaneous Water
Level

54.085 ft.
54.085 ft.

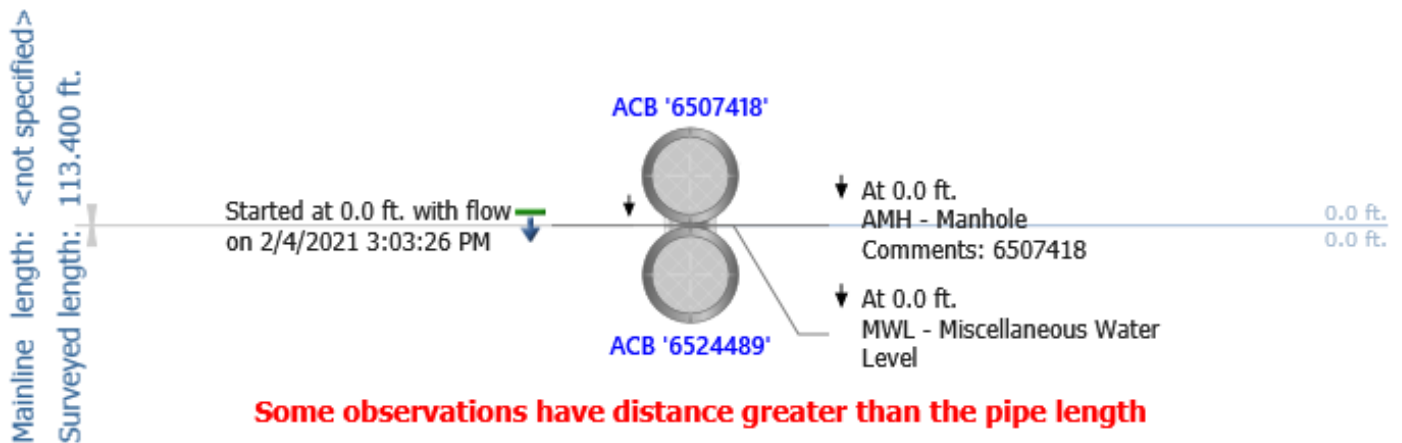
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
REQ TV - SO 56TH PW PROJECT	6269400	TACOMA	5600 S PROSPECT ST
Start date/time:	Direction:	Weather:	Location code:
4/18/2017 1:40 PM	U	3	
Shape:	Material:	Height:	Width:
C	CP	12 in.	



Main Inspections Pipe Run with Images

Project name: D - Insituform_SW 2019 CIPP-pre	Mainline ID: 6296904	City: TACOMA	Street: 2331 MLK JR WAY
Start date/time: 2/4/2021 3:03 PM	Direction: D	Weather: 5	Location code:
Shape: C	Material: ZZZ	Height: 12 in.	Width:



Project name:
D - Insituform_SW 2019
CIPP-pre

Mainline ID:
6296904

Start date/time:
2/4/2021 3:03 PM

Direction:
D

Weather:
5

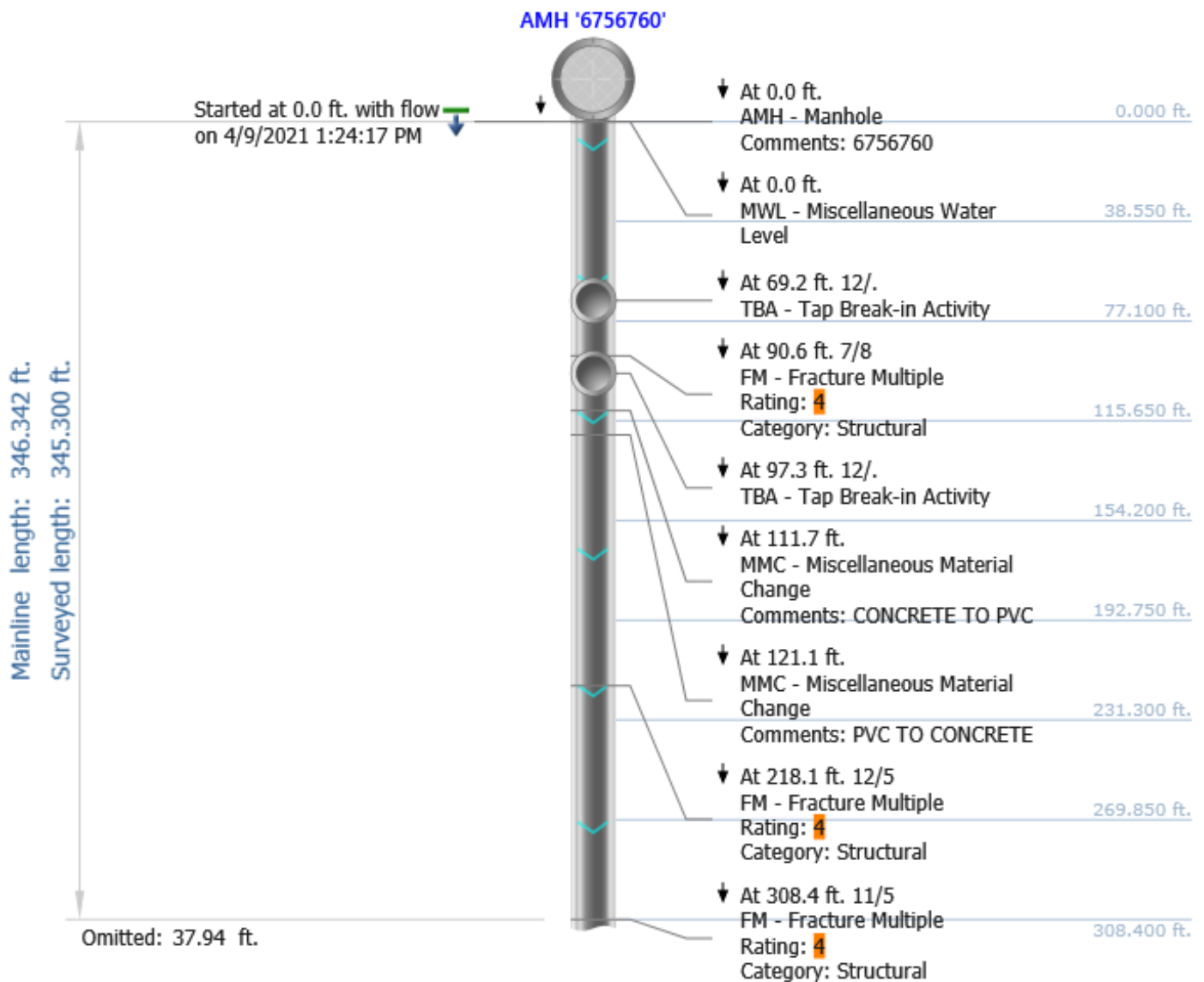
Stopped at 113.4 ft. with flow
on 2/4/2021 3:03:26 PM



↓ At 113.4 ft.
MSA - Miscellaneous Survey
Abandoned
Category: O&M
Comments: HOLE CAN NOT GET
THROUGH

Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
REQ TVI - MAR/21 - PAVING	6255495	TACOMA	7020 S I ST
Start date/time:	Direction:	Weather:	Location code:
4/9/2021 1:24 PM	D	1	
Shape:	Material:	Height:	Width:
C	CP	12 in.	



Project name:
**REQ TVI - MAR/21 -
PAVING**

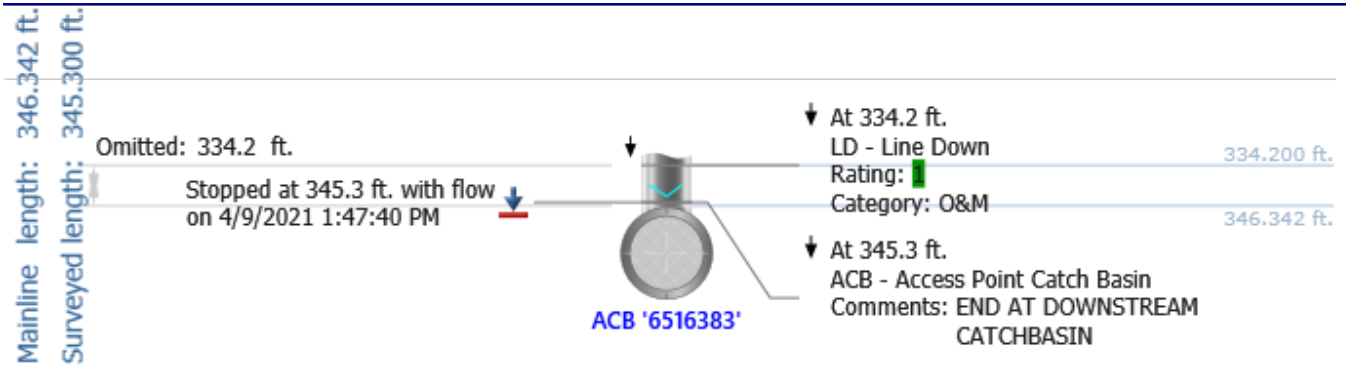
Mainline ID:
6255495

Start date/time:
4/9/2021 1:24 PM

Direction:
D

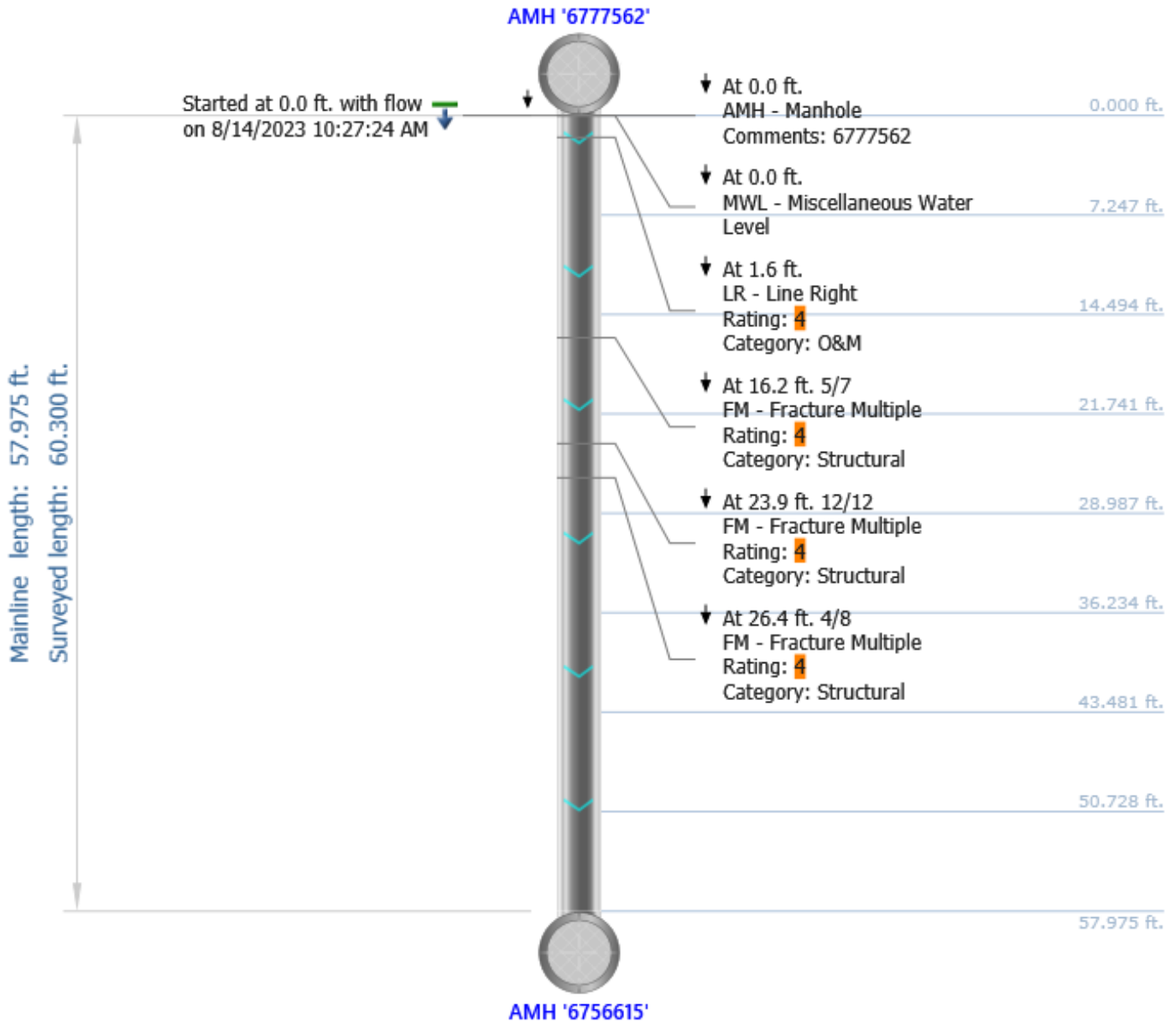
Weather:

1



Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM - FL_07	6286160	TACOMA	7046 S PARK AVE
Start date/time:	Direction:	Weather:	Location code:
8/14/2023 10:27 AM	D	1	
Shape:	Material:	Height:	Width:
C	CP	10 in.	



Some observations have distance greater than the pipe length

Project name:
ASSET STORM - FL_07

Mainline ID:
6286160

Start date/time:
8/14/2023 10:27 AM

Direction:
D

Weather:

1

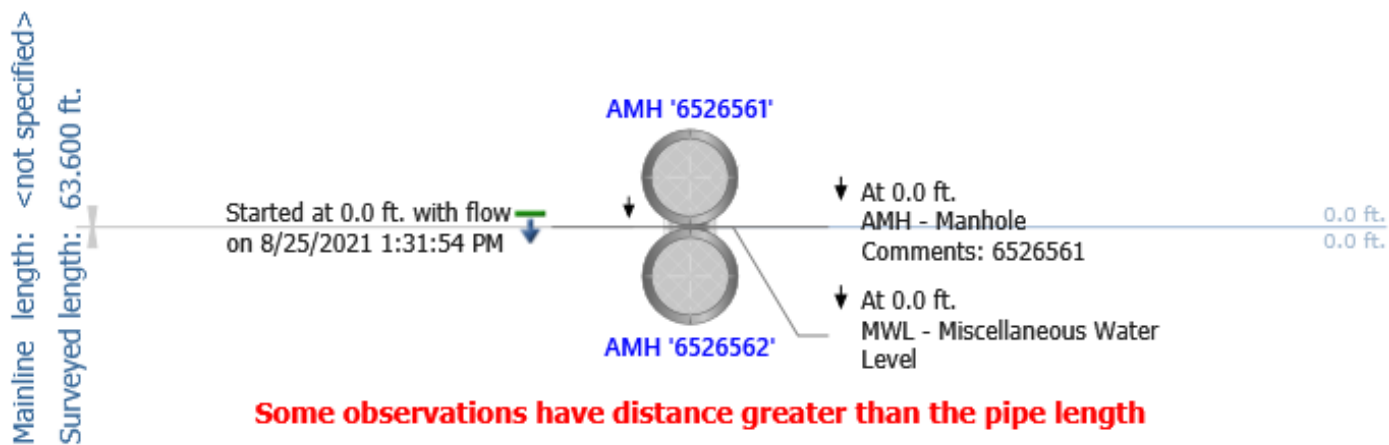
Stopped at 60.3 ft. with flow
on 8/14/2023 10:34:49 AM



At 60.3 ft.
AMH - Manhole
Comments: AT DSMH

Main Inspections Pipe Run with Images

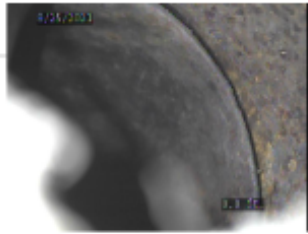
Project name: S 9TH & BRAODWAY - SIDEWALK CB'S	Mainline ID: 6307851	City: TACOMA	Street: 940 S BROADWAY
Start date/time: 8/25/2021 1:31 PM	Direction: D	Weather: 1	Location code:
Shape: C	Material: CT	Height: 10 in.	Width:



Weather:

1

At 2.5 ft. 2/.
TFA - Tap Factory Activity



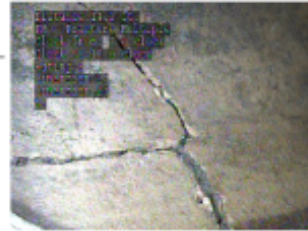
At 11.5 ft. 2/.
TB - Tap Break-in/Hammer



At 14.0 ft.
MMC - Miscellaneous Material
Change
Comments: CONCRETE TO CLAY



At 14.3 ft. 7/10
FM - Fracture Multiple
Rating: 4
Category: Structural



At 21.0 ft. 9/.
TB - Tap Break-in/Hammer



At 23.4 ft. 12/11
CM - Crack Multiple
Rating: 3
Category: Structural



25.4 ft.

Stopped at 62.8 ft. 10/1
on 8/25/2021 Fracture Multiple
Rating: 4
Category: Structural



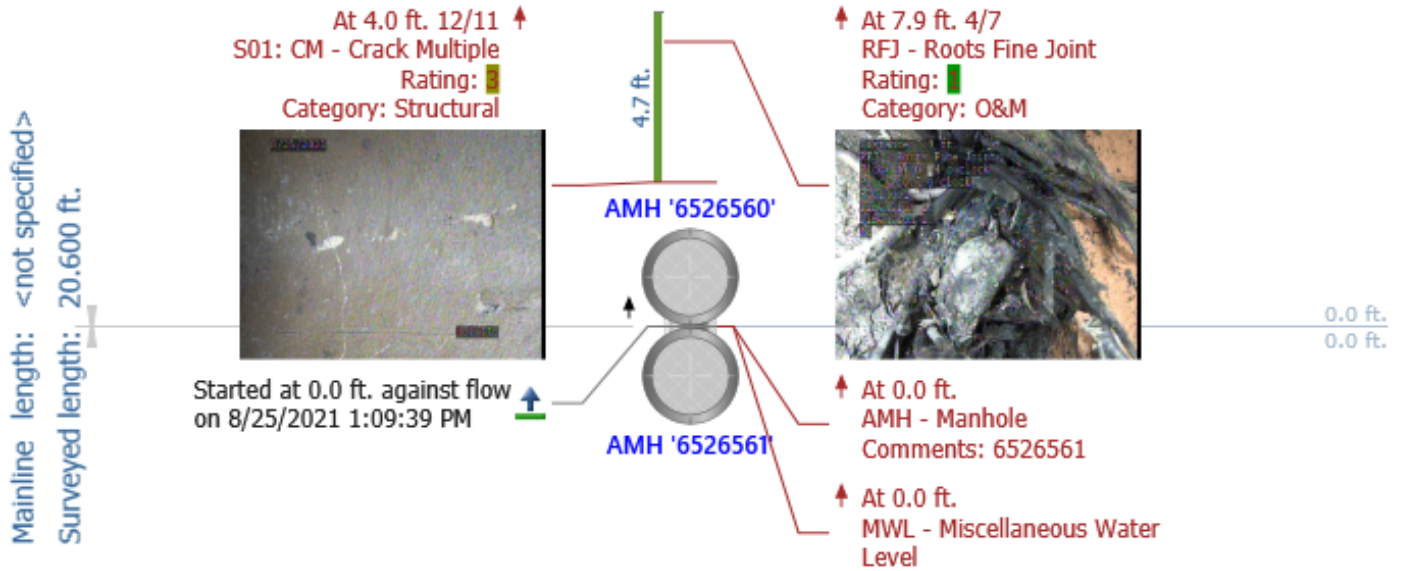
At 53.6 ft. 10/1
KRM-Flynn/Repair/Ratcher
Comments: STOP MAIN INSPECTION
AT DSCB 6523362. THE
MAIN HAS MULTIPLE
CRACKS, FRACTURES,
AND IS CRUSHING.



Main Inspections Pipe Run with Images

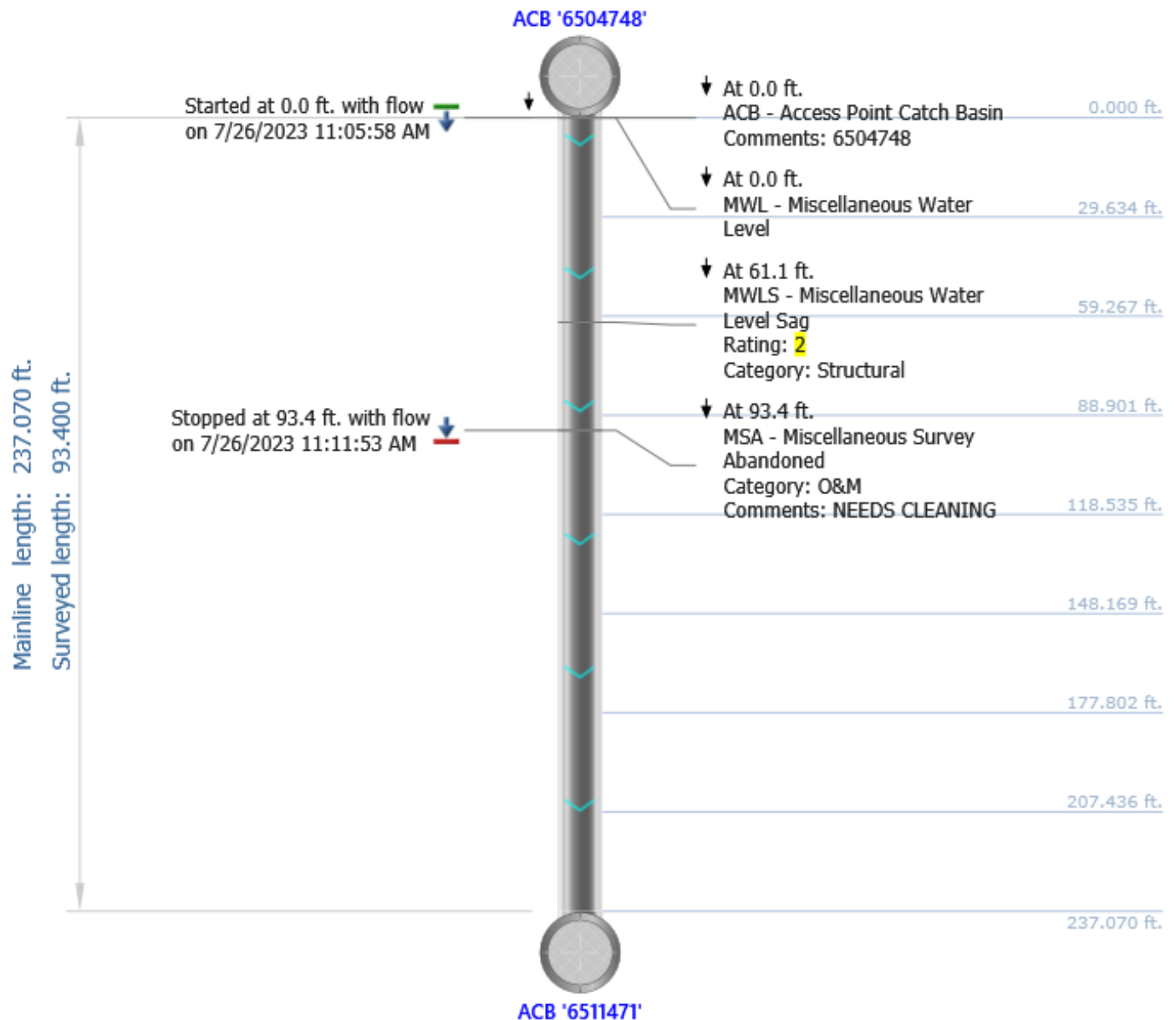
Project name: S 9TH & BRAODWAY - SIDEWALK CB'S	Mainline ID: 6307850	City: TACOMA	Street: 934 S BROADWAY
Start date/time: 8/25/2021 1:09 PM	Direction: U	Weather: 1	Location code:
Shape: C	Material: CT	Height: 10 in.	Width:





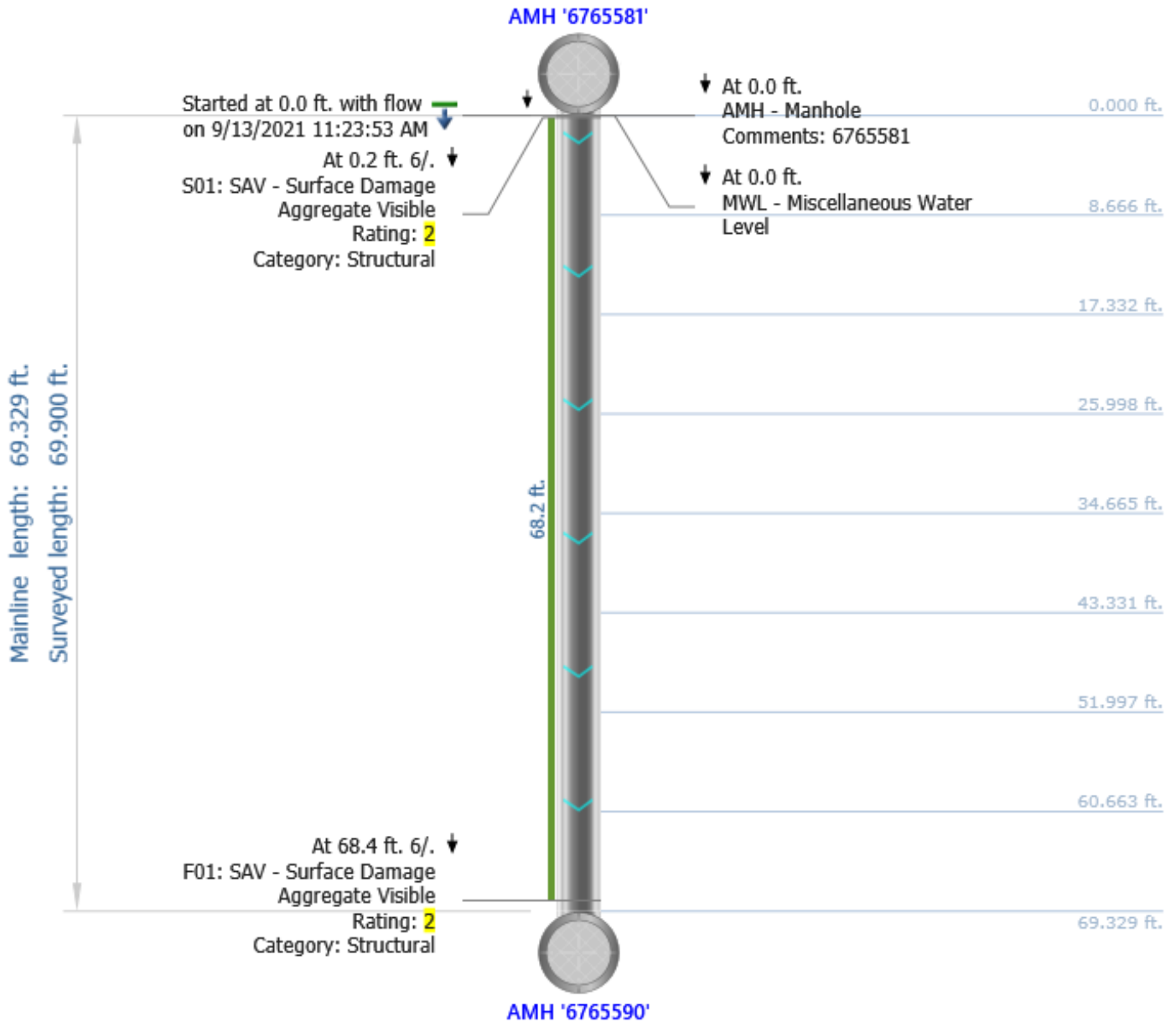
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM - FL_07	6296567	TACOMA	2121 S 80TH ST
Start date/time:	Direction:	Weather:	Location code:
7/26/2023 11:05 AM	D	1	
Shape:	Material:	Height:	Width:
C	CP	15 in.	



Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM FS_08	6265207	TACOMA	2620 PACIFIC AVE
Start date/time:	Direction:	Weather:	Location code:
9/13/2021 11:23 AM	D	1	
Shape:	Material:	Height:	Width:
C	CP	15 in.	



Some observations have distance greater than the pipe length

Project name:
ASSET STORM FS_08

Mainline ID:
6265207

Start date/time:
9/13/2021 11:23 AM

Direction:
D

Weather:

1

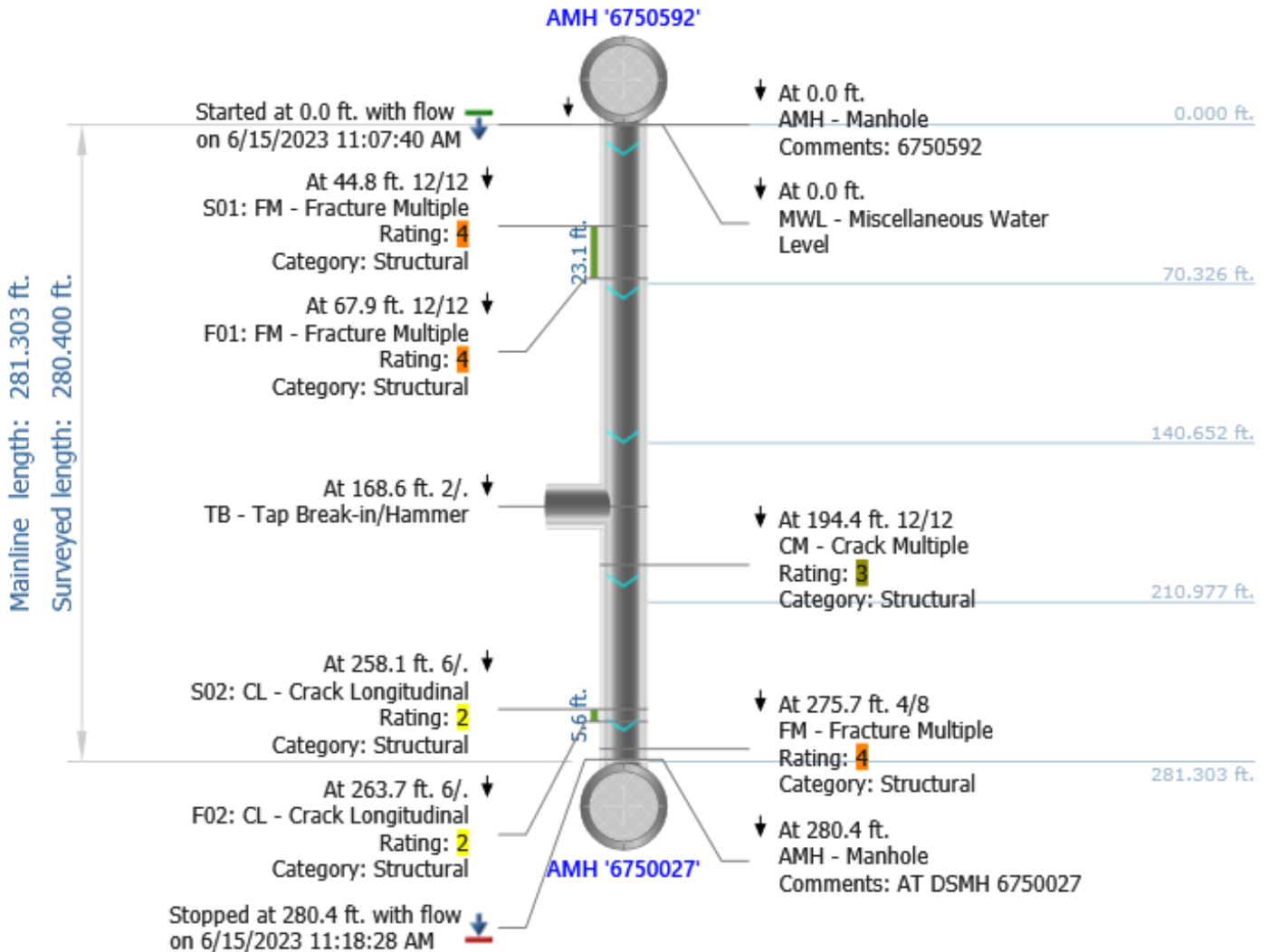
Stopped at 69.9 ft. with flow
on 9/13/2021 12:14:22 PM



At 69.9 ft.
AMH - Manhole
Comments: END AT Manhole:
6765590

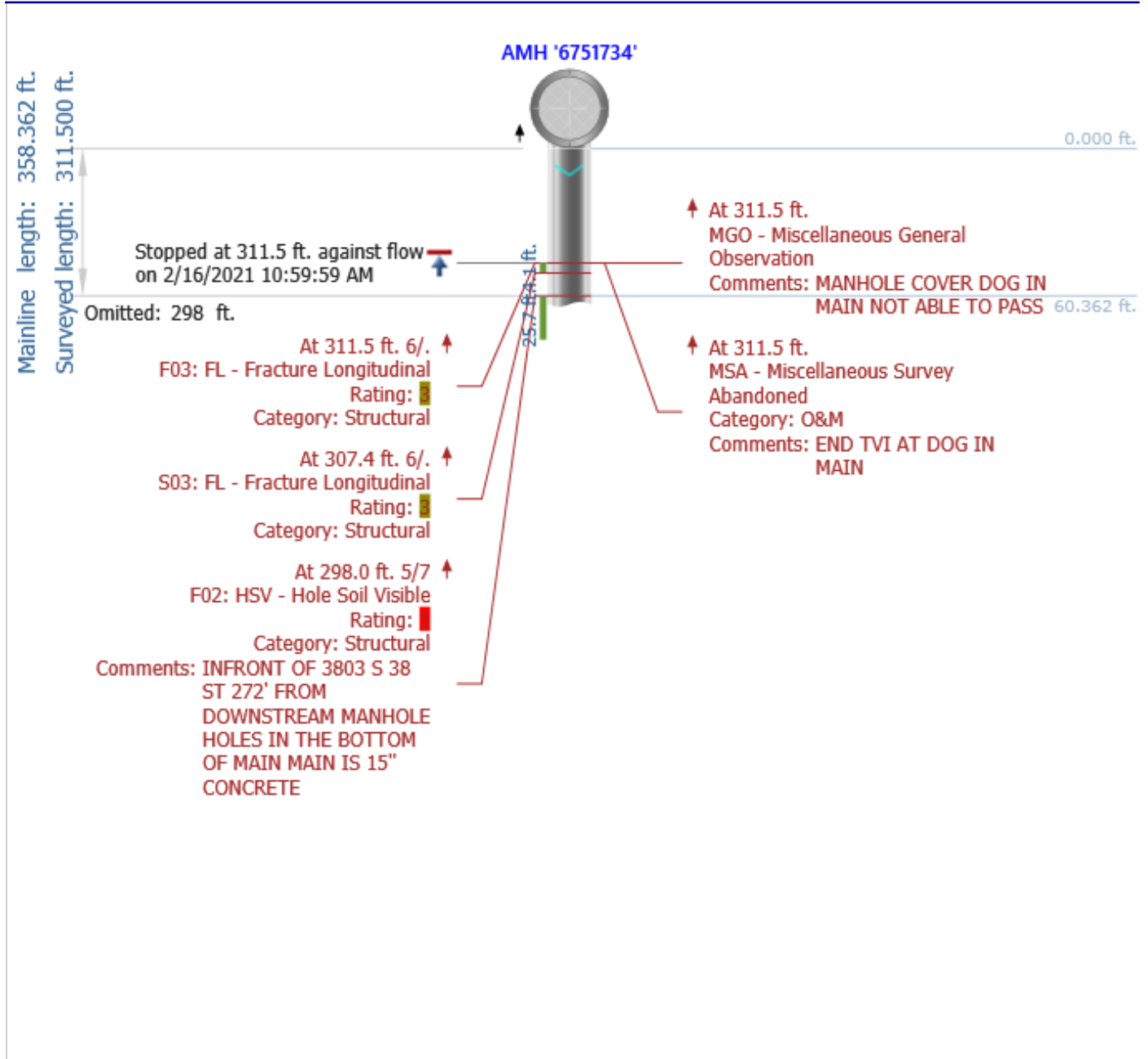
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM - FL_01	6270736	TACOMA	1230 S FERDINAND DR
Start date/time:	Direction:	Weather:	Location code:
6/15/2023 11:07 AM	D	1	
Shape:	Material:	Height:	Width:
C	RCP	15 in.	



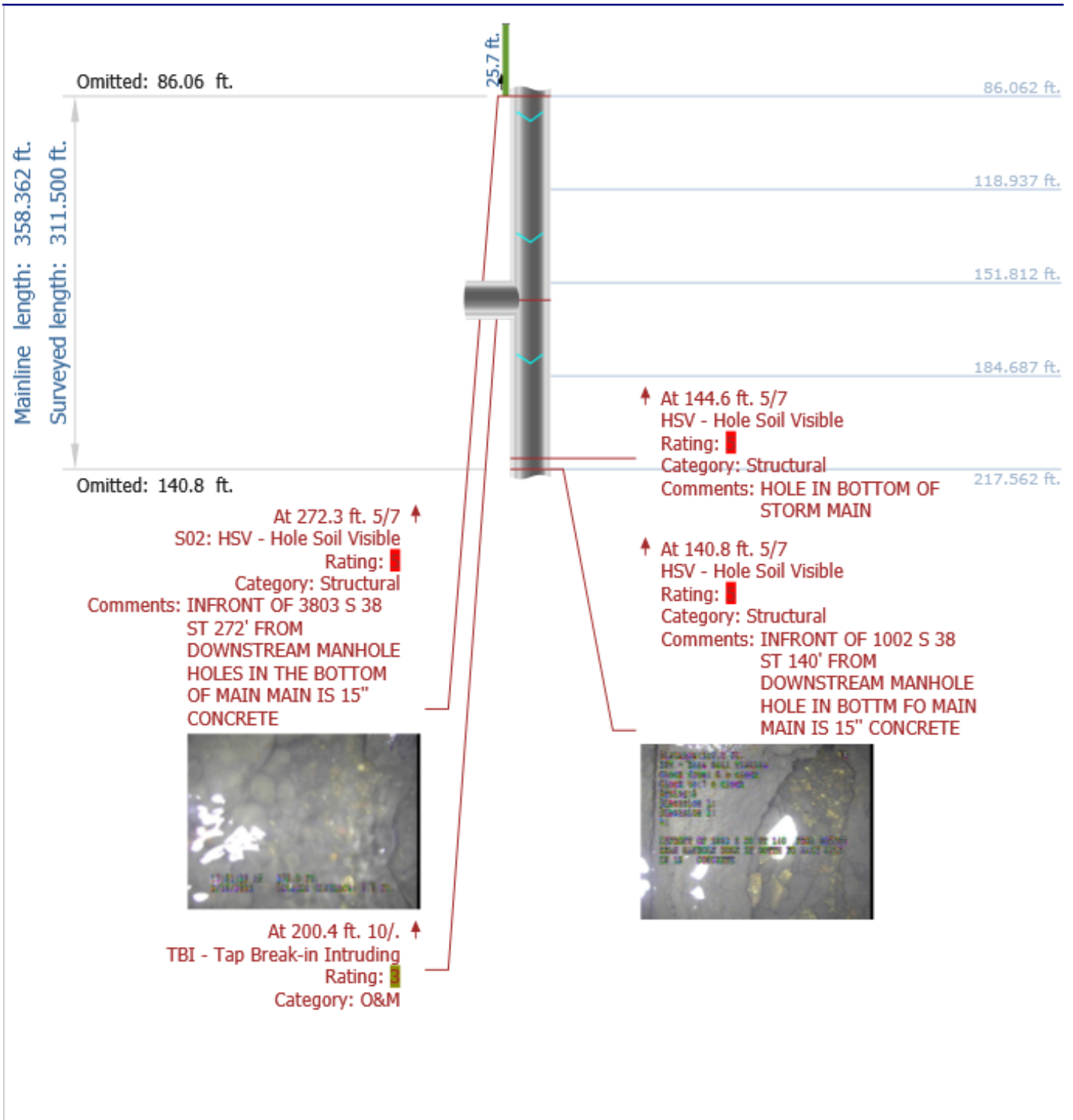
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
REQ TVI - 3803 S K ST	6262970	TACOMA	870 S 38TH ST
Start date/time:	Direction:	Weather:	Location code:
2/16/2021 10:17 AM	U	1	
Shape:	Material:	Height:	Width:
C	CP	15 in.	



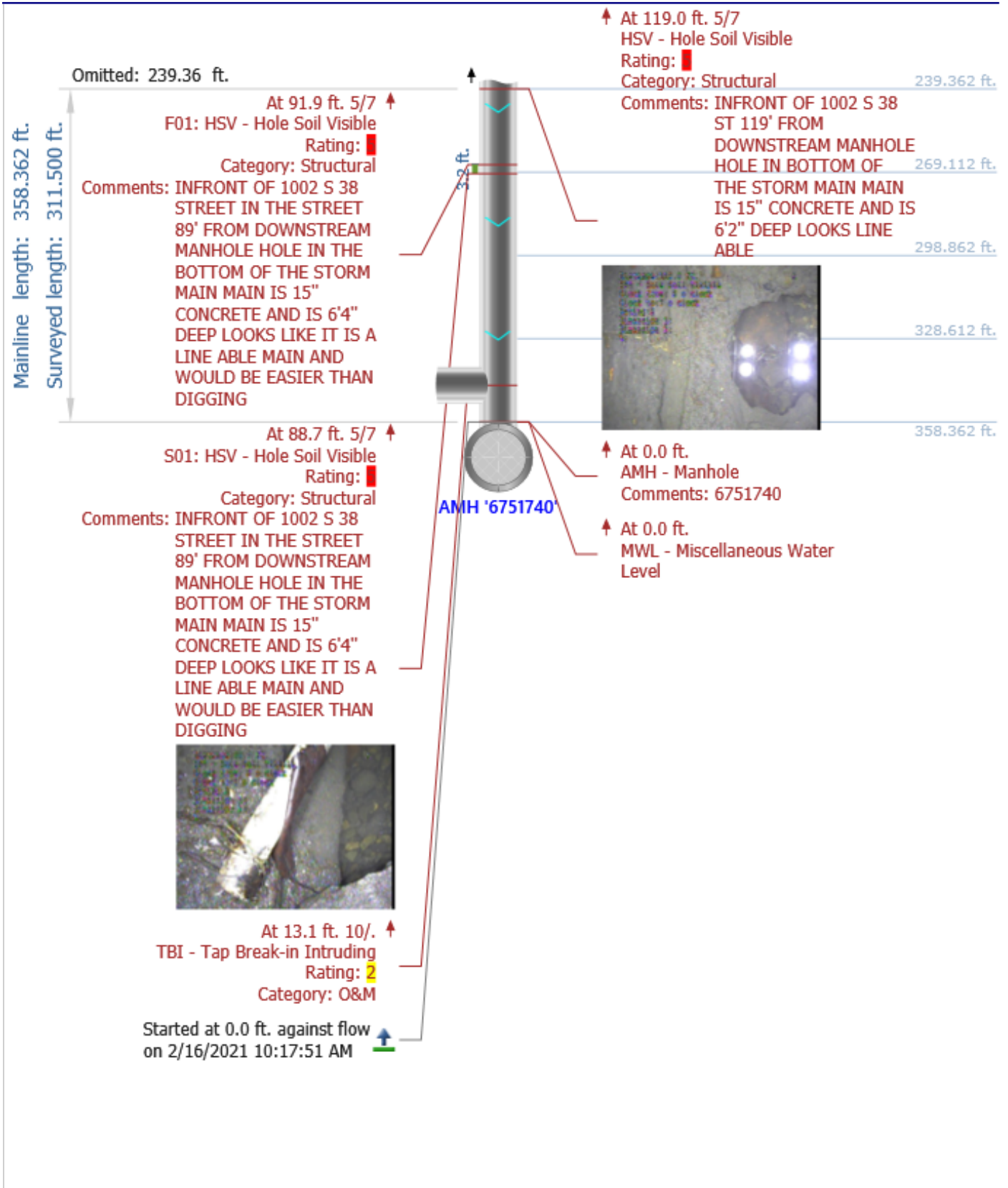
Weather:

1



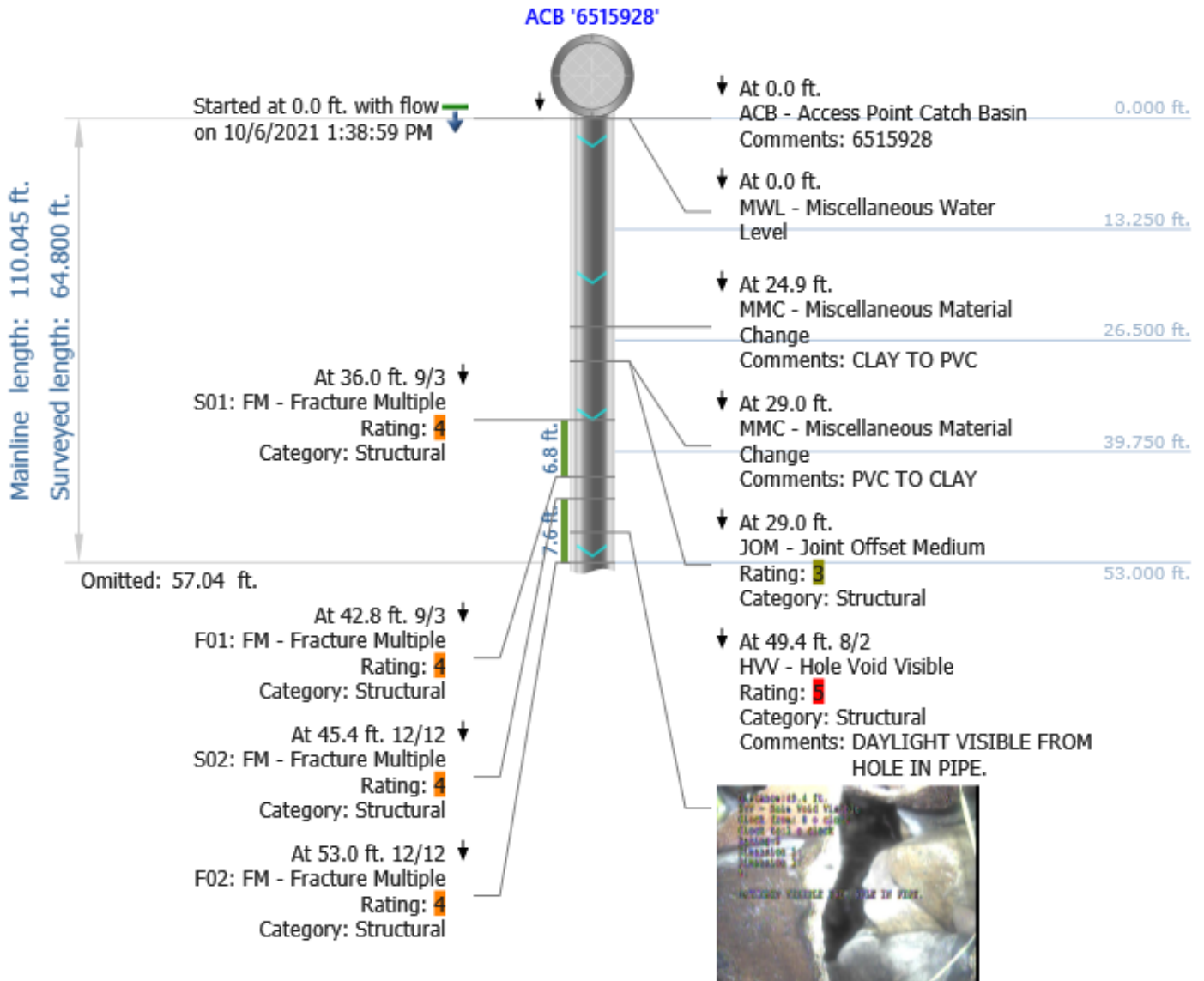
Weather:

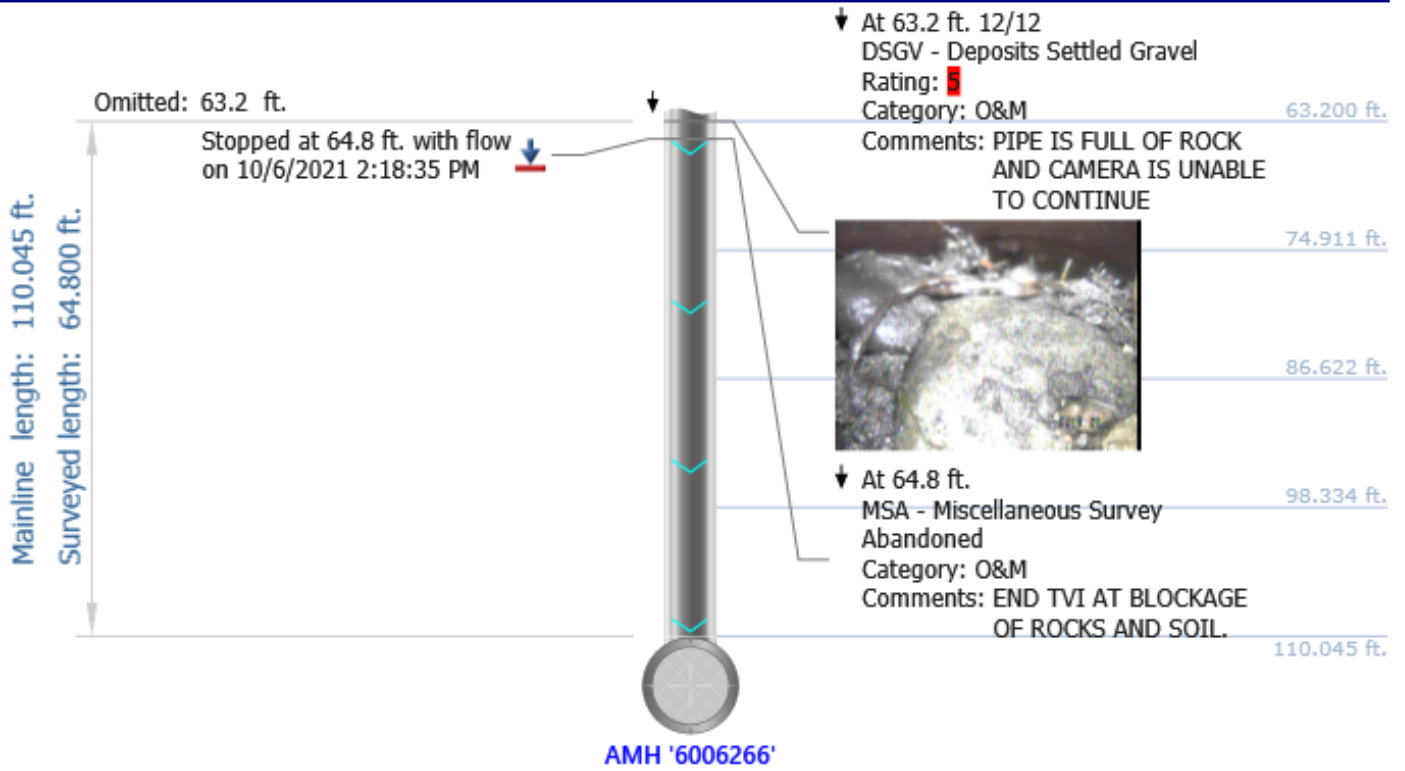
1



Main Inspections Pipe Run with Images

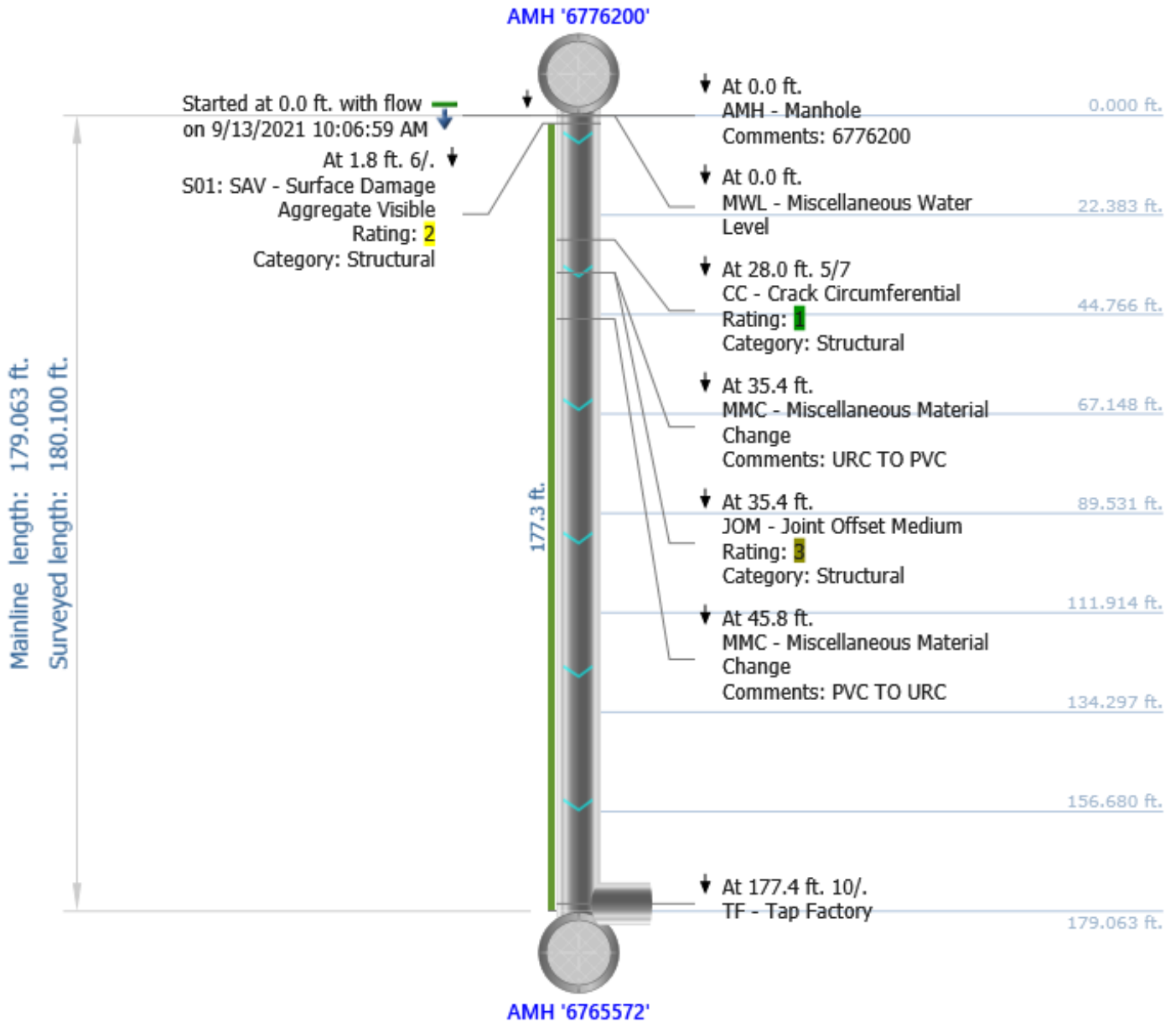
Project name:	Mainline ID:	City:	Street:
REQ TVI - 3001 E J ST	6296541	Tacoma	1005 E 30TH ST
Start date/time:	Direction:	Weather:	Location code:
10/6/2021 1:38 PM	D	1	
Shape:	Material:	Height:	Width:
C	VCP	8 in.	





Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM FS_08	6282846	TACOMA	220 S 27TH ST
Start date/time:	Direction:	Weather:	Location code:
9/13/2021 10:06 AM	D	1	
Shape:	Material:	Height:	Width:
C	CP	12 in.	



Some observations have distance greater than the pipe length

Project name:
ASSET STORM FS_08

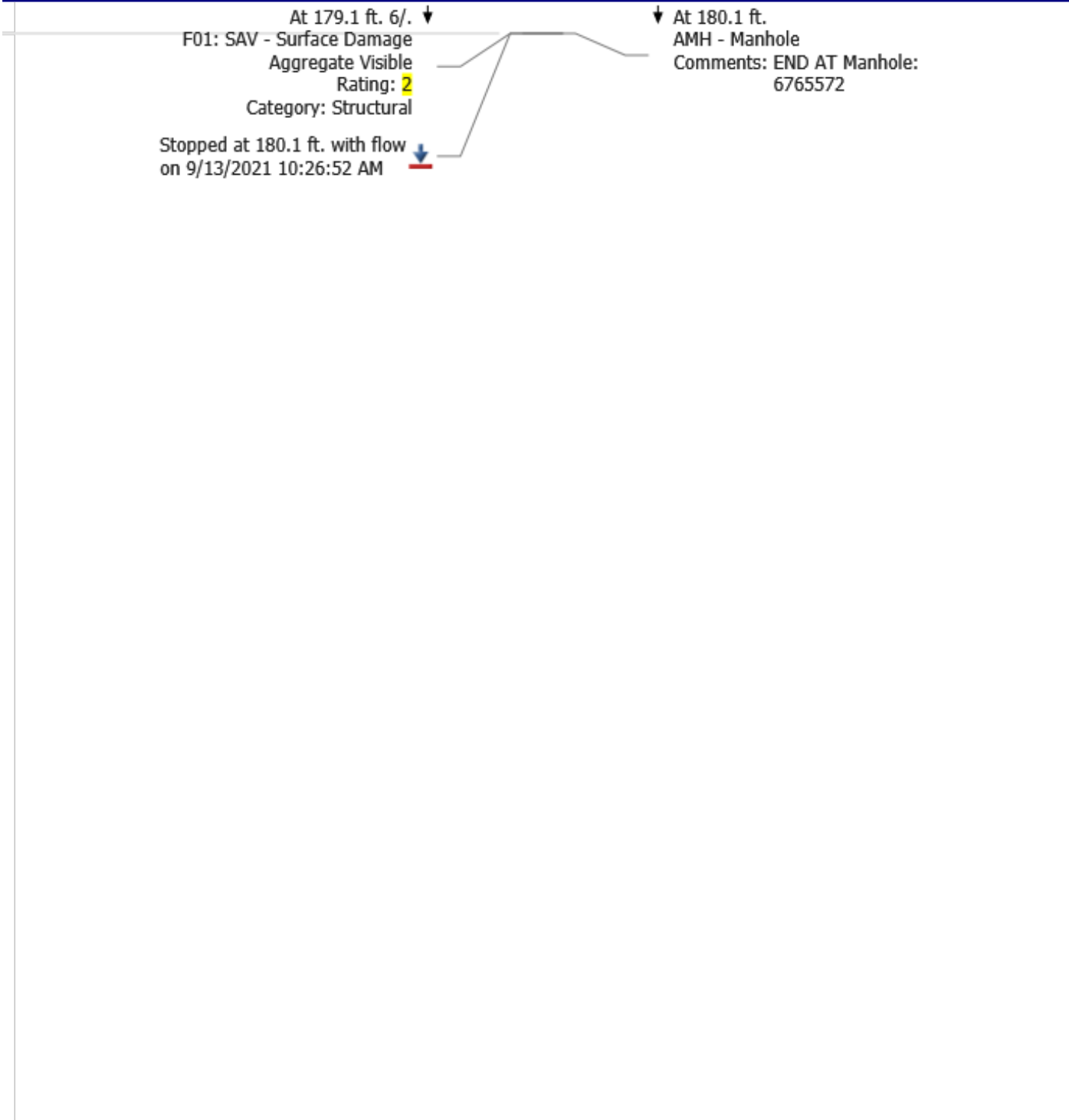
Mainline ID:
6282846

Start date/time:
9/13/2021 10:06 AM

Direction:
D

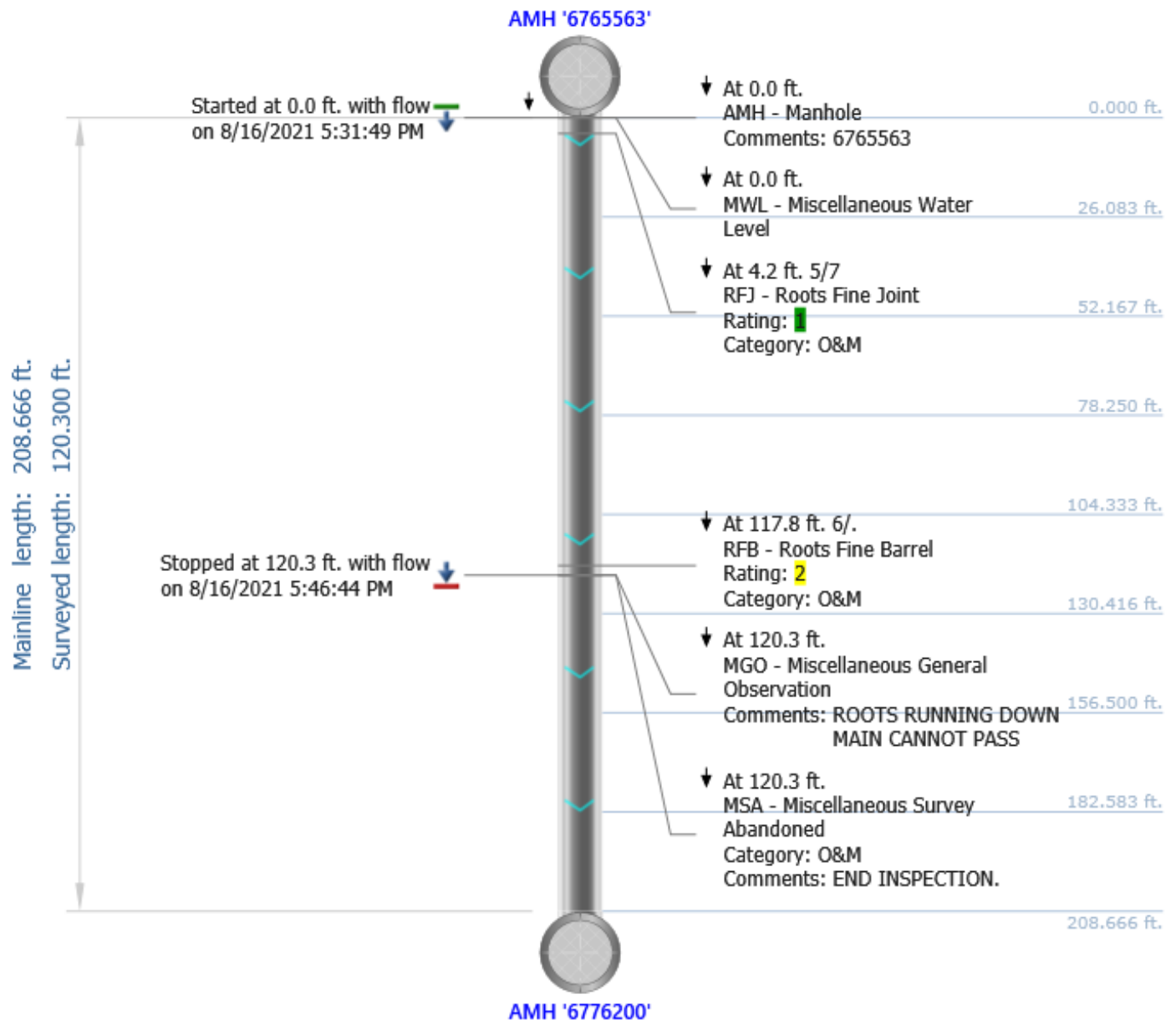
Weather:

1



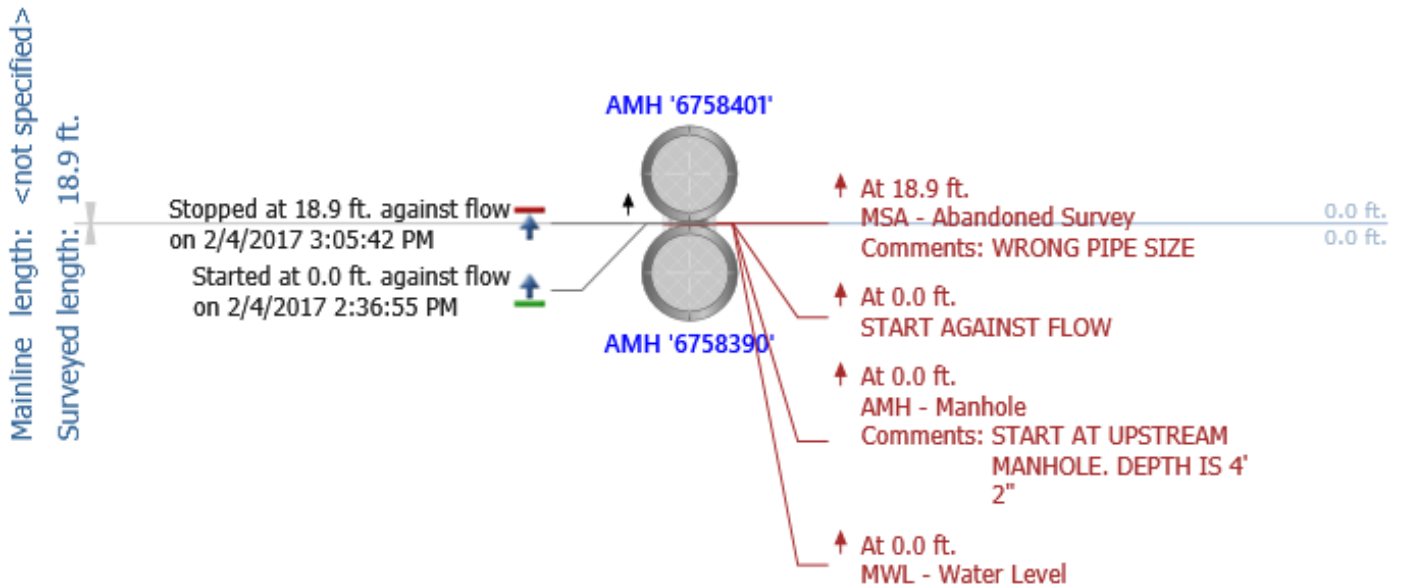
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
ASSET STORM FS_08	6265183	TACOMA	2716 S C ST
Start date/time:	Direction:	Weather:	Location code:
8/16/2021 5:31 PM	D	1	
Shape:	Material:	Height:	Width:
C	CP	12 in.	



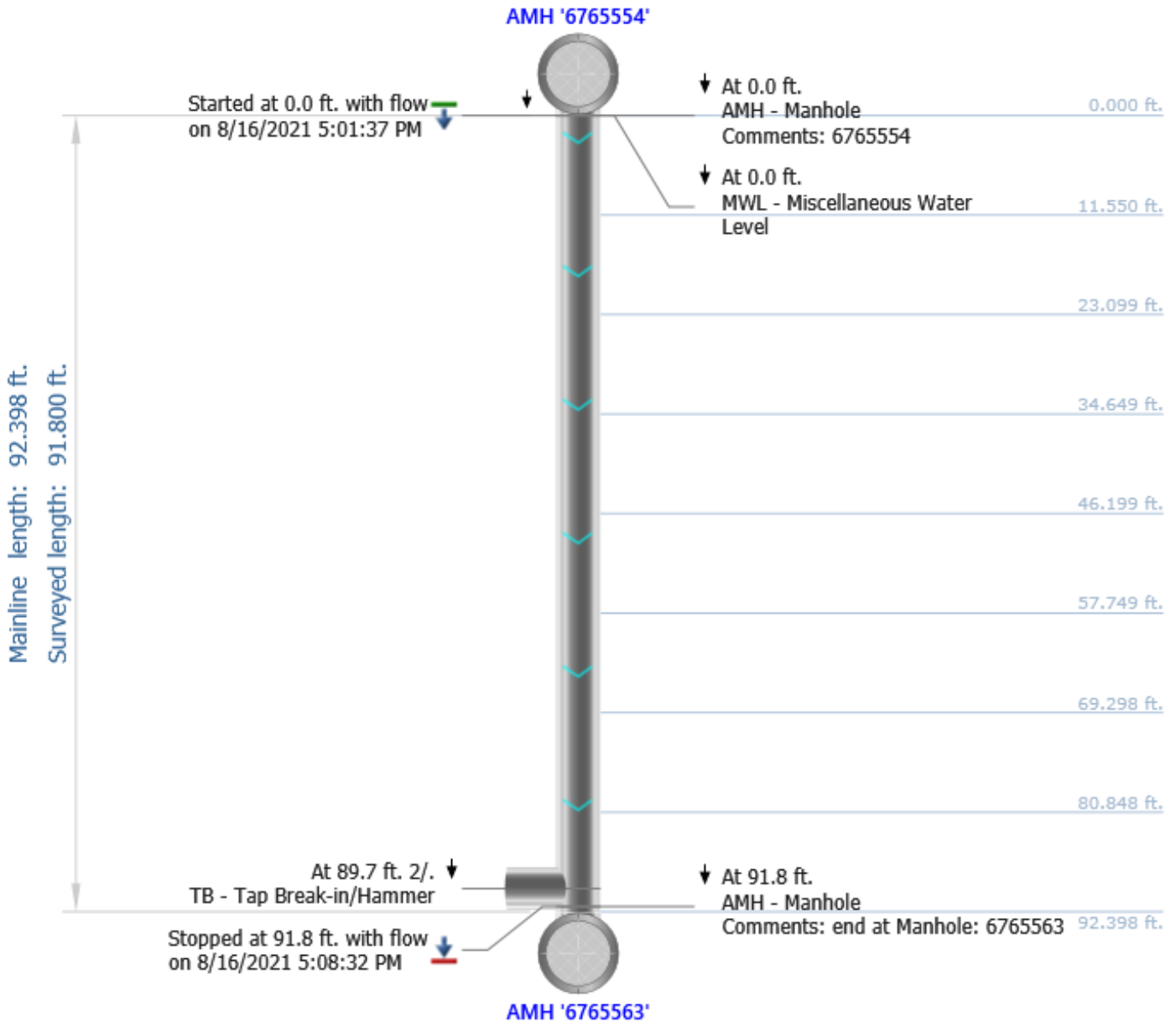
Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
REQ TVI - ASSET MGT PW PROJECT SO 56TH	6267033	TACOMA	2459 S 56TH ST
Start date/time:	Direction:	Weather:	Location code:
2/4/2017 2:36 PM	U	3	
Shape:	Material:	Height:	Width:
C	XXX	12 in.	



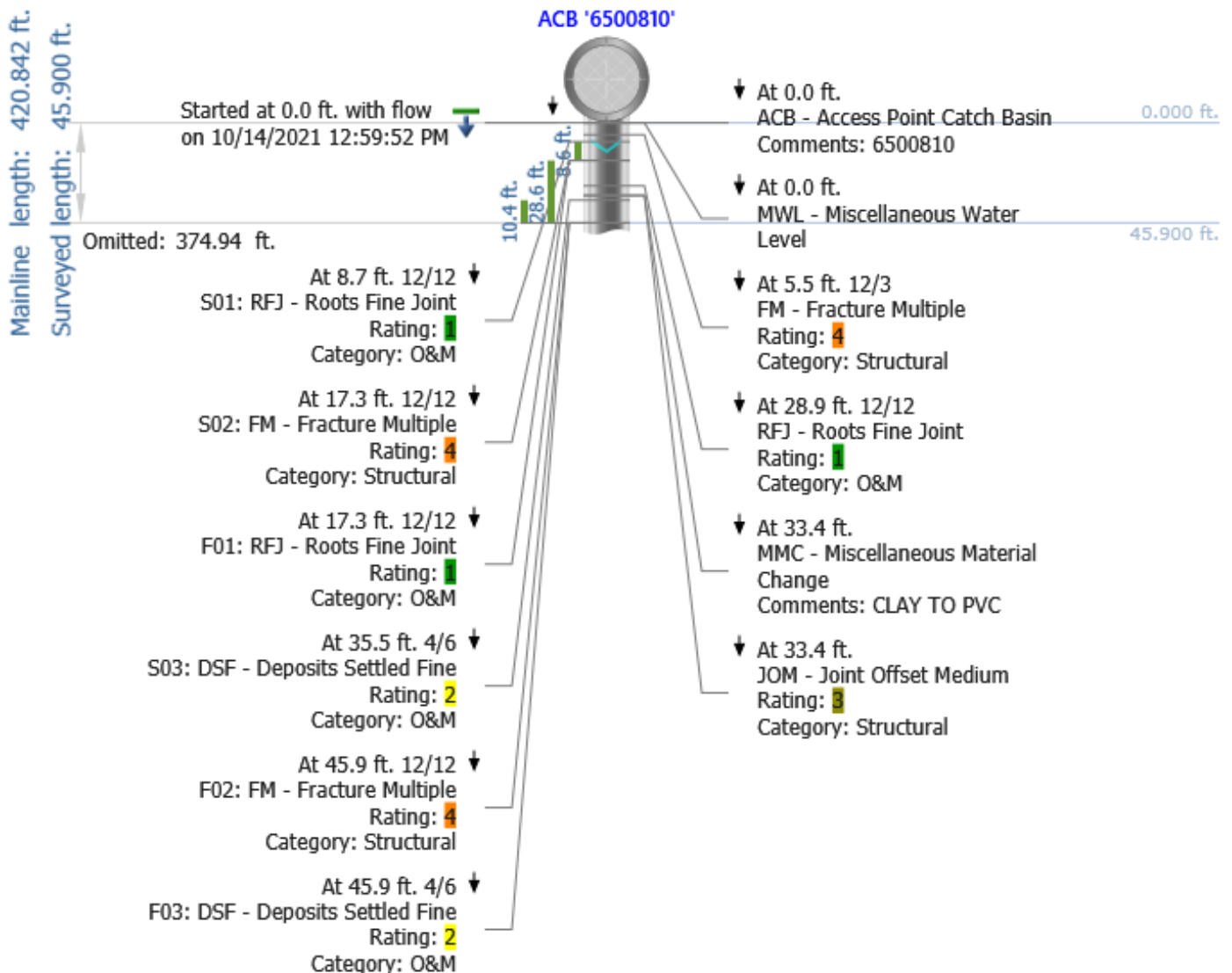
Main Inspections Pipe Run with Images

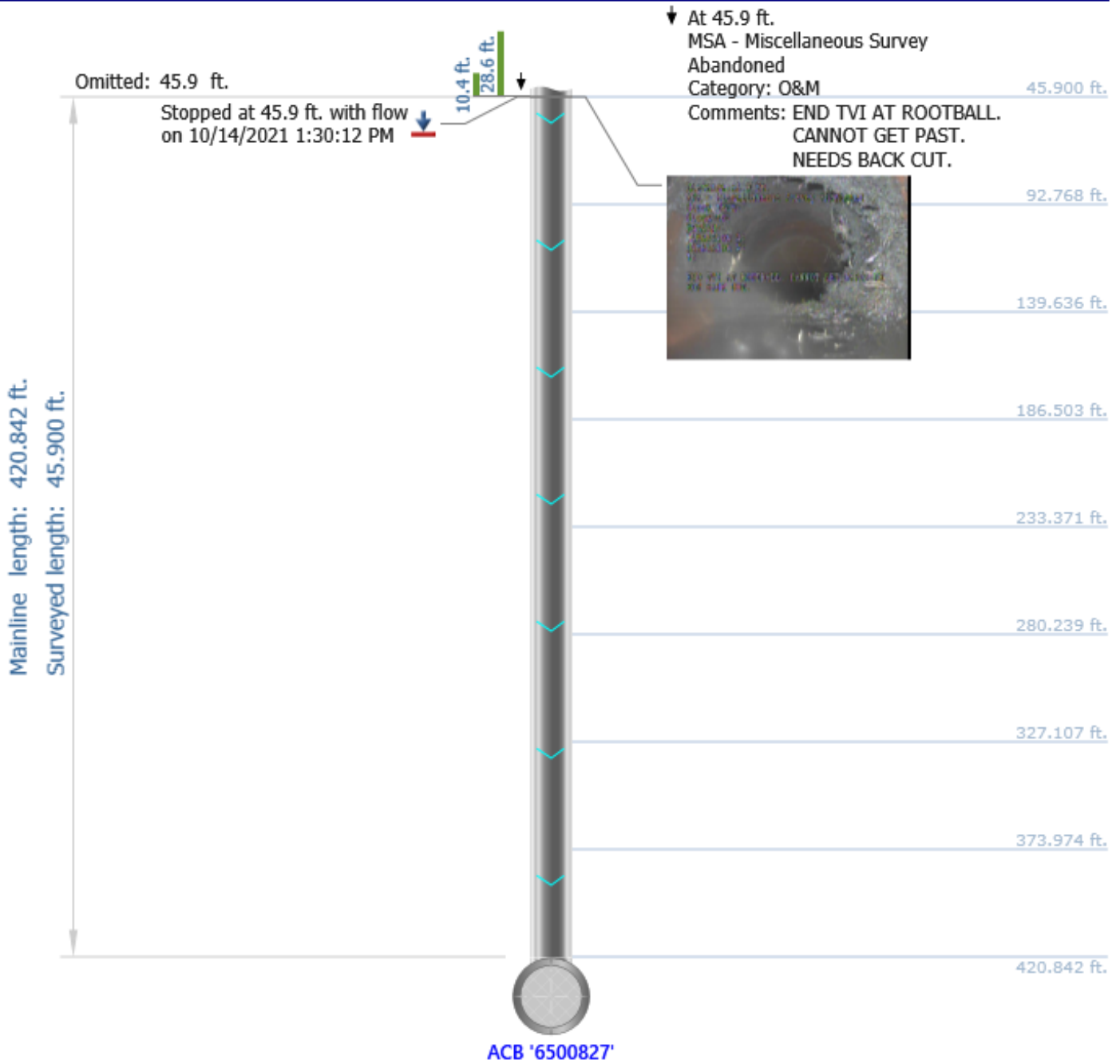
Project name:	Mainline ID:	City:	Street:
ASSET STORM FS_08	6252333	TACOMA	2716 S C ST
Start date/time:	Direction:	Weather:	Location code:
8/16/2021 5:01 PM	D	1	
Shape:	Material:	Height:	Width:
C	CP	12 in.	



Main Inspections Pipe Run with Images

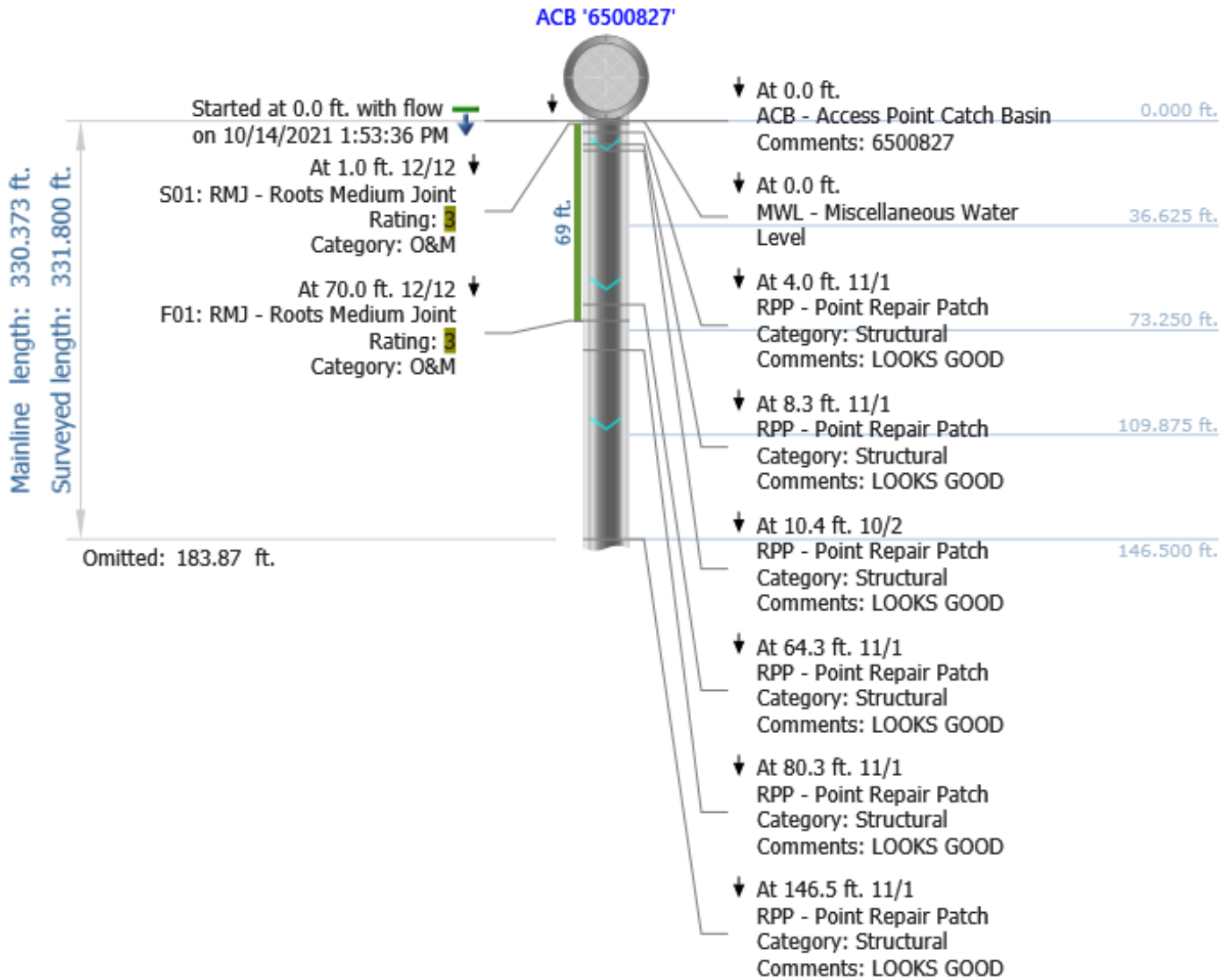
Project name:	Mainline ID:	City:	Street:
REQ TVI - STEEP SLOPE PROJECT	6271419	TACOMA	621 N 11TH ST
Start date/time:	Direction:	Weather:	Location code:
10/14/2021 12:59 PM	D	1	
Shape:	Material:	Height:	Width:
C	VCP	10 in.	

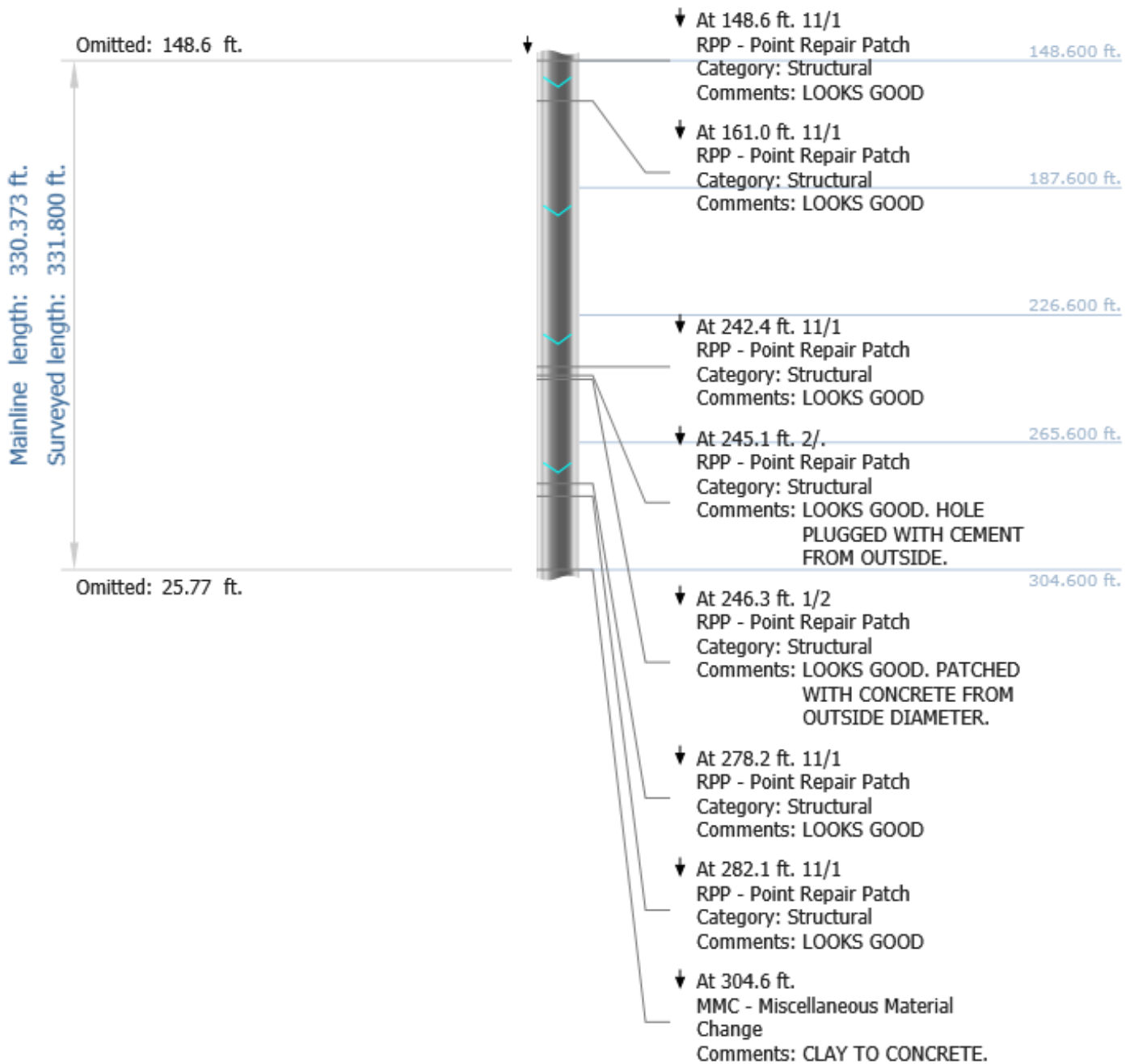




Main Inspections Pipe Run with Images

Project name:	Mainline ID:	City:	Street:
REQ TVI - LINING	6303068	Tacoma	621 N 11TH ST
Start date/time:	Direction:	Weather:	Location code:
10/14/2021 1:53 PM	D	1	
Shape:	Material:	Height:	Width:
C	VCP	10 in.	





Project name:
REQ TVI - LINING

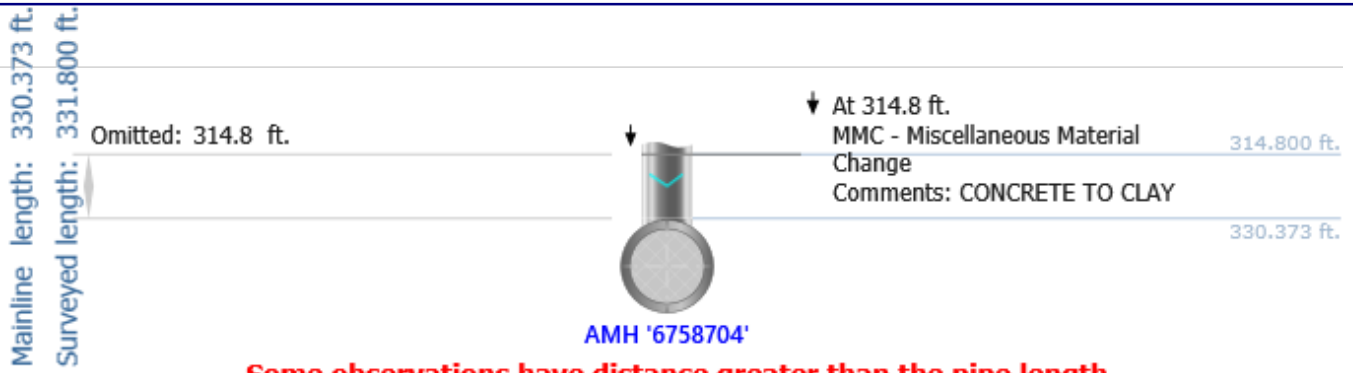
Mainline ID:
6303068

Start date/time:
10/14/2021 1:53 PM

Direction:
D

Weather:

1



Some observations have distance greater than the pipe length

Project name:
REQ TVI - LINING

Mainline ID:
6303068

Start date/time:
10/14/2021 1:53 PM

Direction:
D

Weather:

1

Stopped at 331.8 ft. with flow
on 10/14/2021 2:22:47 PM



At 331.8 ft.
AMH - Manhole
Comments: END AT DOWNSTREAM
MANHOLE

Storm Segment 6257101- 6Th Avenue East of S. Mildred St. Spot Repair at 242.9 LF Downstream to 245.9 LF Downstream

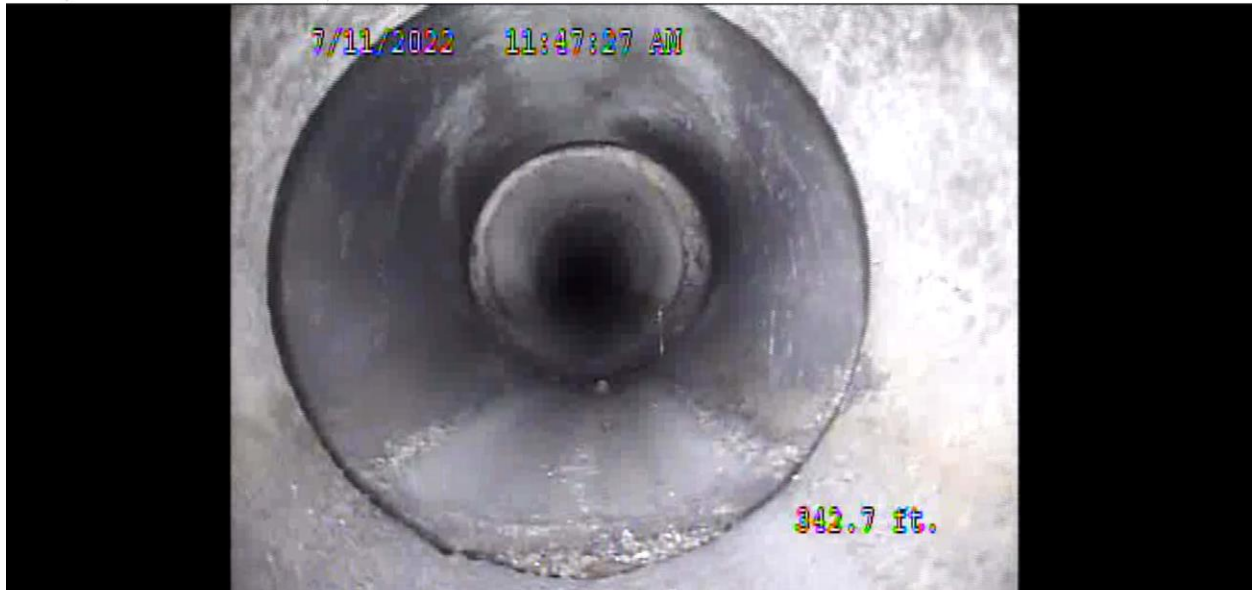
Existing issues in the storm segment



Hole in the side of wall at 242.9 LF DS- Spot Repair Lining 3 FT length – joint to joint



Close up view of the hole in the side wall at 242.9 LF Downstream at Spot Repair Lining – joint to joint



Diameter transition at 343 LF DS to about 347 LF DS – 4 LF

Storm Segment 6262970 (S. 38th St. from S. "K" St. to S. "J" St.) – (4) Spot Repair Lining

- ✓ Sewer Main '6262970'
 - ✓ Upstream: AMH '6751734'
 - ✓ Downstream: AMH '6751740'
 - ✓ Lateral Assets
 - TV Inspection with Observation(s) REQ TVI - 3803 S K ST of 2/16/2021 10:59 AM
 - 'AMH' at 0.0 ft. (U)
 - 'MWL' at 0.0 ft. (U)
 - 'TBI' at 13.1 ft. (U)
 - 'HSV' at 88.7 ft. (U)
 - 'HSV' at 91.9 ft. (U)
 - 'HSV' at 119.0 ft. (U)
 - 'HSV' at 140.8 ft. (U)
 - 'HSV' at 144.6 ft. (U)
 - 'TBI' at 200.4 ft. (U)
 - 'HSV' at 272.3 ft. (U)
 - 'HSV' at 298.0 ft. (U)
 - 'FL' at 307.4 ft. (U)
 - 'FL' at 311.5 ft. (U)
 - 'MGO' at 311.5 ft. (U)
 - 'MSA' at 311.5 ft. (U)



Spot Repair liner at 88.7 LF Upstream to 92 LF Upstream in front of 1002 S 38th St (7-11 Store)



Spot Repair Liner from 119 LF Upstream to 122 LF Upstream



Spot Repair Liner from 119 LF Upstream to 122 LF Upstream



Spot Repair Liner at 140.8 LF Upstream for missing bottom of pipe



Spot Repair liner at 144.6 LF Upstream to 147.6 LF Upstream in front of 7-11 store

Storm Segment 6264245; 10-inch clay pipe; Spot Repair Liner at 299 LF DS to 302 LF DS

- ✓ Sewer Main '6264245'
 - ✓ Upstream: AMH '6759077'
 - ✓ Downstream: AMH '6759068'
 - ✓ Lateral Assets
 - ✓ TV Inspection with Observation(s) of 10/13/2021 8:11 AM
 - 'AMH' at 0.0 ft. (D)
 - 'MWL' at 0.0 ft. (D)
 - 'CC' at 9.0 ft. (D)
 - 'CC' at 61.1 ft. (D)
 - 'CL' at 112.7 ft. (D)
 - 'CL' at 126.7 ft. (D)
 - 'RFJ' at 126.7 ft. (D)
 - 'CL' at 147.5 ft. (D)
 - 'CC' at 215.7 ft. (D)
 - 'FC' at 252.0 ft. (D)
 - 'FM' at 254.5 ft. (D)
 - 'RFJ' at 254.5 ft. (D)
 - 'TBA' at 262.1 ft. (D)
 - 'FM' at 266.8 ft. (D)
 - 'FH3' at 299.4 ft. (D)
 - 'FH3' at 307.0 ft. (D)
 - 'RPP' at 337.8 ft. (D)
 - 'FC' at 345.5 ft. (D)
 - 'TFA' at 349.5 ft. (D)
 - 'AMH' at 358.2 ft. (D)



Spot

Repair at 299 LF DS to 302 LF DS – 3 LF Liner

Storm Segment 6267476 (Parking Lot West of Foss High School at 2112 S. Tyler St.); Spot Repair Lining at 21.6 LF to 23.6 LF

- ☑ Sewer Main '6267476'
 - 📍 Upstream: ACB '6519452'
 - 📍 Downstream: AMH '6750162'
 - 📌 Lateral Assets
 - ☑ 'TV Inspection with Observation(s)' ASSET STORM - FL_01 of 6/2/2023 11:21 AM
 - 📍 'ACB' at 0.0 ft. (D)
 - 📍 'MWL' at 0.0 ft. (D)
 - 📍 'MSA' at 7.0 ft. (D)
 - ☑ 'TV Inspection with Observation(s)' ASSET STORM - FL_01 of 6/5/2023 1:15 PM
 - 📍 'ACB' at 0.0 ft. (D)
 - 📍 'MWL' at 0.0 ft. (D)
 - 📍 **'FC' at 11.9 ft. (D)**
 - 📍 **'FH2' at 22.9 ft. (D)**
 - 📍 'FC' at 39.2 ft. (D)
 - 📍 'FC' at 41.8 ft. (D)
 - 📍 'FC' at 44.8 ft. (D)
 - 📍 'FC' at 53.9 ft. (D)
 - 📍 'FC' at 69.0 ft. (D)
 - 📍 'FC' at 87.1 ft. (D)
 - 📍 'FC' at 94.0 ft. (D)
 - 📍 'FM' at 141.7 ft. (D)
 - 📍 'AMH' at 147.7 ft. (D)



PART III

**CITY OF TACOMA
EQUITY IN CONTRACTING
PROGRAM**

CITY OF TACOMA

EQUITY IN CONTRACTING (EIC) PROGRAM REGULATIONS



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) PROGRAM

Bidders Special Instructions

As part of the City of Tacoma's ongoing work to address past disparities and to increase the City's contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women's Business Enterprise (OMWBE) and approved by the Equity in Contracting Program ("Certified Businesses"). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma.

The EIC Program requirements are contained in [Tacoma Municipal Code Chapter 1.07](#).

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A contractor who fails to meet the stated EIC requirements will be considered non-responsible.** Bidders are also subject to the City's Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list ([OMWBE website](#)). It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program **at the time of bid submittal**. Business certification may be verified by contacting the EIC Office*.

For the OMWBE list, be sure to look for businesses in Pierce, King, Lewis, Mason, Grays Harbor, Thurston, or any counties adjacent to the county in which the work is performed per 1.07.050(2)(b-c). Contact the EIC Office if you have any questions.*

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information

For all contracts that have requirements related to the EIC policy, the City of Tacoma is utilizing a cloud-based software system:

B2Gnow - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors' work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.

The system is monitored/audited by EIC staff to ensure contract compliance, proactively identify potential issues, and track contract progress.

***EIC STAFF Contact Information**

For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:

- **Call EIC Office** at (253) 591-5630 or (253) 591-5826
- **Email EIC Office** at EICOffice@cityoftacoma.org

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I. Introduction

Tacoma Municipal Code (TMC) Chapter 1.07 authorizes the City of Tacoma’s Equity in Contracting (EIC) Program (Program) to address the historical underutilization and lack of participation of small, women and minority owned businesses in City contracts for supplies, services, and public works. TMC 1.07.040 authorizes the Community and Economic Development Department (CEDD) Director to adopt these administrative EIC Program Regulations (Regulations).

For questions, observations or recommendations related to these Regulations, please contact the EIC office at (253) 591-5826 or by email at EICoffice@cityoftacoma.org.

II. Objectives, Applicability and Overall Annual EIC Goal

The purpose of the EIC Program and of these Regulations is to advance the policy set forth in TMC 1.07.010: to “facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City.” These Regulations are intended to aid and guide City staff, Certified Businesses, Contractors and Suppliers and other stakeholders, to ensure the Program is implemented clearly and consistently and to encourage, facilitate and assist the participation of Certified Businesses in City of Tacoma contracts.

The current annual EIC goal is 20%, which was reached by utilizing [the City of Tacoma’s most recent disparity study](#) to determine the level of Certified Business participation in City Contracts expected in the absence of persistent effects of discrimination. The dollar value of all contracts awarded to or performed by Certified Businesses shall be counted toward the annual EIC goal. The EIC goal may be updated or changed in alignment with future disparity studies.

Currently the EIC Program is requiring participation by Certified Businesses only on contracts for public works. The Program is intended to apply to all City contracts for supplies, services, and public works (other than those contracts subject to exemption, exception, or waiver) and these Regulations will be updated as the City develops specific requirements and processes for Certified Business participation in contracts for supplies and services.

III. Definitions

Terms used in these Regulations shall have the following meanings unless defined differently in Tacoma Municipal Code Chapter 1.07, in which case the definition contained in TMC controls

“B2Gnow” is the system utilized by the City of Tacoma Equity in Contracting (EIC) Staff to track payments to Contractors and all Subcontractors on all Public Works and Improvements projects including Equity in Contracting (EIC) Requirements.

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

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

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

“City” means all Departments, Divisions, and agencies of the City of Tacoma.

“Change Order” means a reduction or change to the contracted scope of work potentially affecting the Equity in Contracting Requirements initially set on a project.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement and performance of Public Works and Improvements and/or Non-Public Works and Improvements, Supplies and Services.

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

“Disparity Study” is a study that determines whether a government entity, either in the past or currently, engages in exclusionary practices in the solicitation and award of contracts to small, minority, women-owned, and disadvantaged business enterprises. The primary goal of the study is to assess, quantify, and evaluate the prevalence, significance (degree and weight) and scope of discrimination in the marketplace.

“Exception” or “Exemption” means the limited circumstances in which EIC Requirements do not apply or will not be applied to a Contract.

“EIC Manager” is the individual authorized by TMC to administer the Equity in Contracting Program.

“EIC Requirements” or “Contract Requirements” are the specified Requirements for Certified Business participation applied to a Contract using the EIC Requirements Setting Methodology.

“EIC Requirement Setting Methodology” is as defined in Appendix No. 1 to these Regulations.

“EIC Staff” means Equity in Contracting Program staff.

“Exception Request” means a request that no EIC requirements be applied to a Contract. See Appendix No. 3 to these Regulations.

“Goal” means the annual level of participation by Certified Businesses in City Contracts as established in The Tacoma Municipal Code TMC 1.07.020G, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“LCPtracker” is the system used by the Local Employment and Apprenticeship Program (LEAP) Staff to monitor compliance with LEAP workforce utilization requirements and prevailing wage law.

“Non-Public Works and Improvements” means procurement of and contracting for Supplies and/or Services not solicited as Public Works.

“Notice of physical completion” means all physical work is done and the contractor has left the site. However, there may still be some outstanding paperwork or documentation remaining.

“Notice of substantial completion” means all physical work is complete except for punch list items. Only minor incidental work remains, such as minor corrections or repairs.

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

“Program Manager” means the individual appointed by the City’s Community and Economic Development Director to administer the Program and these Regulations.

“Program Regulations” or “Regulations” means these Regulations.

“Project Delivery Team” refers to the City of Tacoma personnel working on the project from the Department or Division awarding and administering the Contract.

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

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein, as is defined in RCW Chapter 39.04 and as may be hereinafter amended. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

“Responsive or Responsible Bidder” is as defined within the City of Tacoma Purchasing Policy.

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal.

“Respondent” means any entity or Person that provides a Submittal in response to a Request for Bids, Request for Proposals, Request for Qualifications, Request for Quotes or other request for information, as such terms are defined in TMC Chapter 1.06 and in Purchasing Policy and Procedures.

“Requirements” means the level of required participation by Certified Businesses in City Contracts as established by TMC Chapter 1.07, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Chapter 1.06. TMC and in Purchasing Policy and Procedures.

“Specification” means the document and any subsequent addenda, including terms and conditions that describes the physical or functional characteristics, or the nature of the required Supplies, Services, or Public Works; commonly referred to as the Bid document or Bid Specification.

“Submittal” means Bids, Proposals, Quotes, Qualifications, or other information submitted in response to Requests for Bids, Requests for Proposals, Requests for Qualifications, Requests for Quotations, or other City requests for information, as such terms are defined in Chapter 1.06 TMC and in Purchasing Policy and Procedures.

“Supplies” means materials, supplies, and other products that are procured and contracted for by the City.

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

“Undue hardship” means an action that places a significant burden on a business.

“Waiver”, with regards to the Post-Bid EIC Waiver Process, means a discretionary decision made by the City after Bids are received that EIC Requirements, in whole or in part, will not be applied to a Contract or Contracts.

IV. Exemptions or Exceptions to EIC Program Requirements

A. Contracts that are not competitively solicited by the City of Tacoma.

No EIC Requirements will apply to contracts awarded in the manners listed below. These contracts are exempt from EIC Requirements, and no Exception Request is needed to be completed:

1. **Emergency** (TMC 1.06.257.C). Situations where breakage or loss of equipment has or is about to interrupt necessary services, where public health or safety may be jeopardized, or when required by regulatory agency, or state law. If the supplies, services, or public works must be provided with such immediacy that neither the City nor the contractor can comply with the EIC Requirements, none will be applied. Such emergency will be deemed

documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. **Sole Source** (TMC 1.06.257.A and 1.06.258). If the supplies, services, or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the Department or Division awarding the Contract. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over \$500,000 (excluding sales tax) by the approval of the Contracts and Awards (C&A) Board.
3. **Not Practicable to Bid** (TMC 1.06.257.B). An immediate and important need for proposed construction, installation, repair, materials, supplies, equipment, or services where the delay that would result from following competitive solicitation process would cause financial loss to the City or an interruption of vital services to the public. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over \$500,000 (excluding sales tax) by the approval of the C&A Board.
4. **Direct Solicitation and Negotiation** (1.06.256.B). Contracts for Professional or Personal Services, excluding architectural and engineering services. When City Manager or Director of Utilities or their delegees determine use of direct solicitation and negotiation process to be in the best interests of the City no EIC requirements will be applied to the resulting contract.
5. **Government or Cooperative Purchasing.**
The Contract is the result of a federal, state, or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is in accordance with TMC Chapter 1.06 and Purchasing Policy and Procedures.

B. Lack of Certified Businesses

If it is determined there are an insufficient number of Certified Businesses to perform the work scopes listed in the Contract, no EIC Requirement will be applied. The process for requesting and approving an exception for lack of Certified Businesses is as follows:

1. If after Program review of a project using the established EIC Requirement setting methodology, it is determined by EIC Staff that there will be an insufficient number (3 or less) of Certified Business available to meet the requirement, EIC Staff sends an Exception Request to EIC Manager for review and approval.

2. If, after EIC Staff has set EIC Requirements on a project, the Project Delivery Team determines that additional information justifies an exception for lack of Certified Business, the Project Delivery Team sends an Exception Request via email to the EIC Team who will then forward it to the EIC Program Manager with necessary project background information for final review and approval.

C. Public Works and Improvement Projects with a Value of \$150,000 or Less

EIC Requirements will not be set on public works and improvement projects with an engineer's estimate value of \$150,000 or less. However, EIC Staff will collaborate with the Project Delivery Team to proactively outreach to Certified Businesses and provide technical assistance to encourage participation.

D. Documentation of Granted Exceptions

All exceptions must be documented in the Program's reporting and goal spreadsheet database. Analysis will be done by the EIC Manager to understand what measures the City can take to ensure that exceptions to the EIC Requirements occur only when necessary.

V. EIC Requirements for Contracts for Public Work

All City contracts for Public Work – except for projects with an engineer's estimate value of \$150,000 or less – are subject to EIC Requirements. In no case will EIC Requirements exceed a total of 20 percent (20%) of the Engineer's estimate. If a contract is federally funded, any federal program supersedes the Equity in Contracting Program and these regulations.

A. EIC Pre-Award Process

1. EIC Contract Requirements Set

Using the EIC Requirements Setting Methodology contained in Appendix No. 1 to these Regulations, EIC Staff will set requirements for the use of Certified Businesses using two potential options.

Option 1: EIC Staff applies three (3) separate requirements (MBE, WBE, SBE) in accordance with the EIC Requirements Setting Methodology. Each stated Requirement must be fulfilled by using the specified category of Certified Business.

Option 2: If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement. The overall EIC Requirement is the sum of the 3 separate requirements initially established as a result of using the EIC Requirement Setting Methodology. Under Option 2 Bidders can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement.

Staff guidance for determining if an overall EIC Requirement Option 2 is appropriate can be found in Appendix No. 2 to these Regulations.

After utilizing Option 1 or Option 2 to set the EIC Requirements, EIC staff will send an EIC Memo to the Project Delivery Team informing of the EIC Requirements for the project.

B. EIC Bid Review Process

Contracts for Public Work must be awarded to the lowest responsive and responsible Bidder. EIC Program Staff conducts a review of Submittals for EIC compliance.

1. Review for Bidder Responsiveness

- i. Bids must list Certified Businesses. If a listed business is not certified with OMWBE as of the date of bid opening the bid will be recommended to be rejected as non-responsive.
- ii. All sections of the EIC Utilization form located in Appendix No. 3 to these Regulations must be completed according to the stated instructions and the properly completed form must be included with bid submittal.
- iii. Submittals that do not include a properly completed EIC Utilization form will be recommended by EIC Staff to be rejected as non-responsive bids. To be considered “completed”, the required forms must be filled out with all the information required to be provided. No fields should be left incomplete or designated N/A or otherwise lacking a required response. EIC Staff reserves the right to make minor non-material corrections to the form, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.
- iv. The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business’s OMWBE Profile. This ensures that the Certified Business is able to complete the work scope or role for which they have been listed.
- v. Bidder must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form and prior to bid submittal. EIC Staff will contact all listed Certified Businesses. If a listed Certified Business has not been contacted by the Bidder prior to being listed, the bid will be rejected as non-responsive.

2. Review for Bidder Responsibility

- i. The EIC Utilization Form must demonstrate that the bidder has obtained enough EIC participation to meet or exceed the EIC Requirements for that contract. Submittals that do not meet or exceed the stated requirements will be recommended to be rejected as non-responsible bids.

3. Self-Performing Bidders

Bidders who are themselves Certified Businesses can meet the EIC requirements by self-performance. When a Certified Business is the prime bidder, an adjustment may be made to the EIC Requirements. In such cases, the self-performing Certified Business can be found to be a responsible bidder even if the bid did not satisfy all three stated EIC Requirements (SBE, MBE and WBE). For example, if a bidder is certified as an MBE and an SBE, the WBE Requirements may be deemed waived since the Contractor's self-performance as an MBE and an SBE achieves the total Requirement.

4. EIC Recommendation

- i. If the apparent low bidder is deemed non-responsive or non-responsible, EIC Staff will review the next lowest bidder's submittal.
- ii. Once EIC Staff has reviewed the EIC portion of the submittal, a bid review memo is sent to the Project Delivery Team to notify them of the status of the apparent low bidder and will include any recommendation to reject submittals as non-responsive or non-responsible.

VI. Post-Bid EIC Waiver Requests Process

Per TMC 1.07.060 (C), if, after receipt of submittals but prior to Contract award, it is determined that due to unforeseen circumstances (which may be demonstrated by bidder(s) failure to meet the stated Requirements) waiver of the stated EIC Requirements in whole or in part for the project is in the best interest of the City, the Director or Superintendent of the Project Delivery Team may request the stated EIC Requirements be waived in full or in part.

The waiver request must be made using the EIC Waiver Request Form shown in Appendix No. 4 to these Regulations and initiated by the applicable Director or Superintendent of the Project Delivery Team. The form is then forwarded to the Procurement and Payables Division Manager for review and signature,

followed by the City Manager or the Director of Utilities for review and signature. EIC Staff notifies the Project Team of the decision made.

If the Waiver Request is approved by the City Manager or Utilities Director, any new EIC Requirements will be equal to the EIC Utilization percentage listed on the successful bidder's EIC Utilization form (which could be zero).

If the Waiver Request is not approved by the City Manager or Utilities Director, the Project Delivery Team must re-bid the project or award to the next lowest bidder who has satisfied the stated EIC Requirements.

In all instances where a Waiver is approved by the City Manager or Utilities Director, analysis will be done by the EIC Manager to understand what measures the City can take to ensure that waivers of the EIC requirements are granted only when absolutely necessary.

VII. EIC Contract Monitoring and Compliance

All contracts will be monitored by the Program to ensure compliance with the stated EIC Requirements throughout the term of the Contract including as follows:

A. Coordination between Project Delivery Team and Program

During the term of the contract, the Project Delivery Team will include EIC Staff in the pre-bid, pre-construction, and progress meetings. Additionally, the Project Delivery Staff will send Contract & Award (C&A) Letters, Notice to Proceed and Notice of Physical Completion to EIC Staff.

B. Utilization of B2Gnow System

1. Once EIC Staff receives the Notice to Proceed, the Project is created in B2Gnow.
2. Once the Project has been created in B2Gnow by EIC Staff, a letter is automatically sent from B2Gnow to the Contractor and all Certified Businesses included in the project to notify them of the new project and what is expected of them in the B2Gnow System.
3. Contractors must utilize B2Gnow by entering their monthly payment reports in the system. EIC Staff tracks EIC utilization by ensuring all payment reports are entered monthly by the Project Delivery Team and the Contractor and payments are confirmed by the Subcontractors.

C. B2Gnow Monitoring

1. Prompt Payment

For the full lifecycle of the project, on a monthly basis, EIC Staff must ensure the following actions have occurred in the B2Gnow system:

- a. The Department/Division in charge of the contract has entered payment submitted to the Contractor.
- b. The Contractor has entered payments submitted to all Certified Businesses.
- c. The Certified Businesses have confirmed prompt receipt of payments from the Contractor for work performed. In compliance with the WA State Legislature Revised Code of WA (RCW) 39.04.250 (1) *, EIC Staff will verify that subcontractors are paid no later than 10 days after the Prime receives payment from the City of Tacoma Department/Division in charge of the contract.

*RCW 39.04.250 (1) "When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after the receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor's interest therein.

2. If the above actions have not taken place or if there are any discrepancies in the system, EIC Staff will reach out to the parties involved via a notice generated from the B2Gnow System, via email or via phone call to address any discrepancies. Any notes related to the projects will be entered in the B2Gnow system.
3. For support using B2GNow, please contact EIC Staff at (253) 591-5826 or email at EICoffice@cityoftacoma.org.

D. Contractor Request for Certified Business Termination and Substitution

A Contractor's noncompliance by failure to utilize a Certified Business required by the Contract can be excused if Contractor has properly requested to terminate, reduce, or substitute the participation of a Certified Business on an awarded Contract and such request has been approved by the EIC Program consistent with TMC 1.07.080 A. The process for termination and substitution request and approval is initiated by the Contractor following the instructions outlined in the EIC Certified Business Termination and Substitution Form located in Appendix No. 5 to these Regulations.

Upon receipt of the completed EIC Certified Business Termination and Substitution Form, the Project Delivery Team will forward the request to EIC Staff along with supporting documentation received from the Contractor.

1. EIC Staff will proceed with the following steps:

- a. Review the request, including any response or objection from the Certified Business, to determine if the grounds for termination (or substitution) contained in TMC 1.07.080 A 1 (Certified Business refusal to execute necessary agreements with Contractor, Certified Business defaults on agreements with Contractor or other reasonable excuse) and the process required by these Regulations have been satisfied. EIC staff review will utilize the criteria for reasonable excuse contained in these Regulations.
- b. Contact the Certified Business(es) proposed to be terminated as well as the Certified Business(es) proposed to be substituted.
- c. If Contractor has indicated on the Certified Business Termination and Substitution Form that it does not have a substitution plan, EIC staff will review the Contractor's explanation for not proposing a substitute Certified Business according to the criteria in TMC 1.07.080 A 2. Where it is shown by Contractor that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the Contractor, EIC staff will approve substitution with a non-Certified Business; provided, that, the substitution does not increase the dollar amount of the bid.
- d. If EIC staff determines that the process has been followed and that one or more of the grounds in TMC 1.07.080 have been satisfied to allow termination and substitution, the Contractor will be notified of the approval.
- e. Contractor has 3 business days of receipt of the approved termination request to confirm to EIC Staff that it has substituted with another Certified Business, or with a non-Certified Business if the EIC Program has approved.

If the Termination and Substitution Request submitted by the Contractor is denied, the Contractor must utilize the Certified Business on the project as initially listed on the EIC Utilization form or be found in noncompliance.

2. Reasonable justifications for Termination

For purpose of the EIC Program, reasonable justifications for termination are included in this list below but not limited to:

- a. The listed Certified Business refuses or fails to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that reasonable excuse does not exist if the failure of the Certified Business to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
- b. Failure or refusal of the Certified Business to perform work for reasons other than contract term or pricing disputes.

- c. The listed Certified Business fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements.
- d. The listed Certified Business is ineligible to work on City of Tacoma projects because of suspension or debarment.
- e. The listed Certified Business voluntarily withdraws from the project and provides The City of Tacoma written notice of its withdrawal.
- f. Death or disability of the principal of the Certified Business rendering it unable to perform the work.
- g. Dissolution of the Certified Business.
- h. A change in scope of the contract requested by the City which removes the work scope for the Certified Business from the project.
- i. The Certified Business does not execute an offered contract that reflects the terms and pricing agreed upon as a condition of participation in the project. The Contractor must provide evidence that the Certified Business failed to execute a contract offered which reflected such agreements, after the Certified Business was given adequate time to execute the offered contract.

3. Decertification

When a Certified Business is "decertified" by OMWBE the participation of that Certified Business shall continue to count as EIC participation so long as the subcontract with the Certified Business was executed prior to the effective date of decertification.

If the Certified Business did not have an executed contract with the Contractor at effective date of decertification, the Contractor must demonstrate to the satisfaction of the Project Delivery team and to the EIC Program that it has substituted a different Certified Business.

VIII. NON-COMPLIANCE: FINDING OF VIOLATION AND PENALTIES

A. Circumstances for finding a Contractor in Violation

The following circumstances, if found by the EIC Program Manager, are grounds for a determination by the Community and Economic Development Department (CEDD) Director of Contractor violation and a recommendation by the CED Director to the City Manager or the Director of Utilities that a penalty be imposed consistent with TMC 1.07.010:

1. A Contractor's failure to utilize a Certified Business required by an awarded Contract (unless the Certified Business participation is properly terminated or substituted by application of the process contained in these Regulations) for at least the corresponding dollar amount listed on the submitted EIC Utilization Form.
2. A Contractor's failure to utilize the B2Gnow system in the manner required by these Regulations. Before a violation will be found for Contractor's failure to utilize B2Gnow the following process steps will be taken:
 - a. If a Contractor does not report payment in the B2Gnow system within the first 2 months of the start of the project, EIC Staff will give the Contractor a verbal notice, followed by an email offering assistance with B2Gnow if needed.
 - b. If in the third month following the start of the project Contractor still does not report payment in the B2Gnow system EIC Staff will send a second notice via email with a copy to the Project Delivery Team.
 - c. If the Contractor has failed to report payment in the B2Gnow system within 14 days of the second notice, a third notice will be sent with a copy to the Project Delivery Team.
 - d. If after three notices, Contractor fails to report payment in the B2Gnow system, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.
3. A Contractor's failure to pay their subcontractor within 10 days after receipt of payment per RCW 39.04.250 (1)
 - i. If a contractor fails to pay their subcontractor within 10 days, EIC Staff will send 3 notices (via email).

- ii. If after three notices Contractor fails to pay their subcontractor, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

B. Contractor Non-Compliance, Finding of Violation and Enforcement

If the EIC Program Manager, in collaboration with the Project Delivery Team, determines a Contractor is non-compliant with the EIC Requirements of the Contract or any other requirements contained in TMC Chapter 1.07 or these Regulations and therefore in violation of the EIC Program requirements, the following process for enforcement will be followed:

1. EIC Staff will send a Notice of Violation to the Contractor via USPS Certified Mail®, with a courtesy copy sent to Contractor via email and with a copy to the Project Delivery Team. The Notice of Violation will specify the non-compliance that is the basis for the finding of violation and will state the City's intent to exercise all applicable remedies, including penalties authorized by TMC 1.07.110.
2. The Notice of Violation will specify that the Contractor can appeal the finding of Violation to the Hearing Examiner pursuant to Chapter 1.23 TMC and will state that, unless appealed or remedied, each specified violation becomes final on the 10th business day from the day the Notice has been received by the Contractor.
3. The Notice of Violation will inform the Contractor that the Violation may be remedied, and no penalty will be sought, if, within 10 business days of the date of the Notice of Violation, the Contractor achieves compliance or submits a plan to achieve compliance and receives EIC Staff approval of the plan. A document for guidance on how to achieve compliance can be located in Appendix No. 6 to these Regulations.
4. Compliance plans shall be submitted to EIC Staff and reviewed by EIC Staff and the Project Delivery Team. EIC Staff will recommend valid compliance plans to the CEDD Director for approval.
5. If the Contractor does not respond to the notice by achieving compliance or by appealing the violation within 10 days or if Contractor's timely submitted compliance plan is not approved, the EIC Program Manager in collaboration with the CEDD Director and the Project Delivery Team will request the City Manager or Director of Utilities to impose one or more of the following penalties contained in TMC 1.07.110 A.
 - a. Publish notice of the contractor's noncompliance on the [City of Tacoma Equity in Contracting webpage](#).
 - b. Cancel, terminate, or suspend the contractor's contract, or portion thereof.
 - c. Withhold funds due contractor until compliance is achieved; and/or

- d. Disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC.
- e. Other appropriate recommended penalty

6. Approval of City Manager or Director of Utilities to Impose Penalties

- a. The EIC Program Manager and CEDD Director will utilize the Prime Contractor Sanction Request Form found in Appendix No. 6 to these Regulations to inform the City Manager or the Director of Utilities that a Notice of Violation has become final (not appealed, not remedied by compliance or an approved compliance plan) and request the City Manager or Director of Utilities to approve the recommended penalty authorized by TMC 1.07.110 and/or to impose any different or additional appropriate penalty.
- b. If the request for penalty is approved, the EIC Staff will notify the Contractor and the Project Delivery Team of the imposition of the penalty by sending the Prime Contractor Notice of Violation form contained in Appendix No. 7 to these Regulations to the Contractor by US Mail and with a courtesy copy sent by email. The Notice of Penalty form will inform the Contractor that the stated penalty becomes effective on the tenth business day following receipt of the Notice of Penalty unless Contractor appeals the penalty to the Hearing Examiner pursuant to Chapter 1.23 TMC or achieves compliance.

7. Publication of Contractor's Non-Compliance

If the penalty of publication of notice of Contractor's noncompliance (TMC 1.07.110 A 2) is imposed, the non-compliant Contractor's firm name and the nature of the violation will be posted on the City of Tacoma Equity in Contracting Program website [Equity in Contracting – City of Tacoma](#).

8. Cancellation of Penalty upon approved Contractor's Correction of Violation

- a. A Contractor has 10 business days from receipt of a Notice of Penalty to achieve compliance or submit a plan to achieve compliance. EIC Staff in consultation with the Project Delivery Team will determine if compliance is achieved or if the compliance plan is recommended for approval by the CEDD Director.
- b. If it is determined that the Contractor has come into compliance with the EIC Requirements, or has an approved plan to achieve compliance, the penalty may be cancelled at the discretion of the CEDD Director.
- c. If a penalty is cancelled, other applicable steps will follow. For example, if the Contract had been suspended, it will be resumed. If notice of Contractor's violation has been published, the notice will be removed from City's website. If funds have been withheld, payments will be resumed etc.

- d. If Contractor's compliance plan is not approved, the penalty will remain in place, however, EIC Staff will continue to work with Contractor and Project Delivery Team to attempt to achieve compliance.

IX. EIC Project Closeout Process

Upon receipt of notice from the Project Delivery Team that the project is physically completed, EIC Staff will:

- A. Run B2Gnow Contract Summary Report to ensure that EIC Contract Requirements have been satisfied.
- B. Check with Local Employment & Apprenticeship Training Program (LEAP) Staff to ensure LEAP Requirements have been satisfied and the project is ready to close on LCPtracker.
- C. If EIC Contract Requirements are not met, EIC Staff will contact the Contractor via email with copy to the Project Delivery Team and request the Contractor provide an explanation in writing of the discrepancy between EIC Contract Requirements and the final outcomes via email to the Project Delivery Team and to EIC Staff at EIOffice@cityoftacoma.org. EIC Staff and the Project Delivery Team will review and file explanation in B2Gnow files.
- D. If Contract Requirements are not met by the final outcomes and Contractor's explanation for the discrepancy is not satisfactory EIC Staff and the Project Delivery Team may recommend a violation be found and penalty requested.
- E. If Contract Requirements are met, send email to Contractor from EIOffice@cityoftacoma.org with a copy to the Project Delivery Team.

X. Certified Business Complaint Process

- A. A Certified Business may submit a complaint regarding any EIC related issues utilizing three options listed below:
 - By sending an email to the EIC Staff at EIOffice@cityoftacoma.org.
 - By filling out the EIC Complaint Form available on [The City of Tacoma Equity in Contracting webpage](#). See EIC Complaint Form as shown at Appendix No. 9 to these Regulations.
 - By calling the EIC Office line at (253) 591-5630

When a complaint has been received, EIC Staff will take the following steps:

- Record the complaint in the EIC Complaint log Database
- Send a message to the complainant acknowledging the receipt and recording of the complaint and informing complainant that an investigation will take place.
- As deemed appropriate, perform an investigation
- If an investigation is conducted, a report will be produced including a timeline of events and findings.
- Submit any final report to the EIC Program Manager for action as appropriate.

APPENDICES

Available upon request to EICOffice@cityoftacoma.org

- 1. EIC Requirement Setting Methodology**
- 2. Guidance on selecting Option 2: EIC overall Requirements**
- 3. EIC Utilization Form**
- 4. EIC Post Submittal Waiver Request Form**
- 5. EIC Certified Business Termination and Substitution Request**
- 6. EIC Guidance on Compliance Achievement Plan**
- 7. Notice of Contractor's Violation Form**
- 8. EIC Sanction(s) Request Form**
- 9. Subcontractor Complaint Form**

TITLE 1

Administration and Personnel

CHAPTER 1.07 EQUITY IN CONTRACTING

Sections:

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

1.07.020.B

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

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

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for provision of supplies, services, or public works to the City. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City.

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

1.07.020.G

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

1.07.020.N

Reserved.

1.07.020.P

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

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

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

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

1.07.020.Q

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

1.07.020.R

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

1.07.020.S

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

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

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

1.07.020.T

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

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability, or “pregnancy outcomes” under TMC 1.29.040, in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

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

(Ord. 28859 Ex. A; passed Nov. 22, 2022; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

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

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Repealed by Ordinance No. 28931. Approval as a Certified Business.

(Repealed by Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

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

2. Application to Contracts.

The Program Manager shall establish department/division specific requirements for Certified Business participation in City contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards (“C&A Board”).

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of Certified Businesses:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, a full or partial waiver of requirements is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver.

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

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

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the Contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the annual goal.

2. Supplies.

A Contractor may receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any Contract awarded to a Certified Business or a bidder that utilizes a Certified Business as a subcontractor shall receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract based on the percentage of

Certified Business usage stated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the Certified Business requirement applicable to the contract based on the value of the subcontract with the Certified Business.

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

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization or self-performance on such bids if they will perform the work for the scope the requirement is based upon. The Program Regulations may establish further requirements and procedures for self-utilization or self-performance by a bidder who is a Certified Business.

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

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

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

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

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

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

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

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

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

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

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

B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the

effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

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

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

1.07.110 Penalties.

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

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved;
5. Recommend disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC; and/or
6. Any other appropriate action, including a monetary penalty as such penalties may be specified in Program Regulations.

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

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

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Review of program.

This chapter shall be in effect until such point in time that the City Council shall determine, after third party analyses, whether substantial effects or lack of opportunity of Certified Businesses remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

The Department Director or their designee shall review this chapter with City Council standing committee on a biennial basis in order to determine whether adjustments or revisions are required and present those proposals to the City Council for approval.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

PART IV

LOCAL EMPLOYMENT

AND

APPRENTICESHIP

TRAINING PROGRAM (LEAP)

REGULATIONS

FOR

PUBLIC WORKS CONTRACTS



City of Tacoma
Community and Economic Development Department
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590
leap@cityoftacoma.org

LEAP LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma's LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. **LOCAL EMPLOYMENT Requirement:** The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:

- a) Civil Projects over \$250,000
- b) Building Projects over \$750,000

2. **APPRENTICE Requirement:** The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over \$1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. **SUBCONTRACTOR NOTIFICATION:** Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. **FAILURE TO MEET LEAP UTILIZATION REQUIREMENT:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

- 100% achievement \$0.00 penalty
- 99% to 90% achievement \$2.00 penalty
- 89% to 75% achievement \$3.50 penalty
- 74% to 50% achievement \$5.00 penalty
- 49% to 1% achievement \$7.50 penalty
- 0% achievement \$10.00 penalty

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.
2. *WEEKLY CERTIFIED PAYROLL AND NO WORK PERFORMED STATEMENTS*: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.
3. *DEPARTMENT OF LABOR & INDUSTRIES (L&I)*: The Prime must enter the project in the L&I project site under the 'Tacoma, City of' account and notify the LEAP Office when this has been completed.

****WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures



City of Tacoma
LEAP Office
747 Market Street, Room 900
Tacoma, WA 98402
(253) 591-5590 or leap@cityoftacoma.org

LEAP

Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- ❑ **LEAP Abbreviated Program Requirements:** brief overview of LEAP Program requirements
- ❑ **LEAP Employee Verification Form:** to be submitted, upon request, for each employee who may be a LEAP-qualified employee
- ❑ **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List:** for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- ❑ **Weekly Certified Payrolls and No Work Performed Statements:** to be submitted via LCP Tracker weekly, biweekly or monthly.
- ❑ **Statement of Intent to Pay Prevailing Wages:** to be submitted prior to commencing work
- ❑ **Affidavit of Wages Paid:** to be submitted upon completion of each contractor's work
- ❑ **Document Verification:** provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma's LEAP Program at (253) 591-5590 or leap@cityoftacoma.org

CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:

- 1.90.010 Purpose.
- 1.90.020 Scope.
- 1.90.030 Definitions.
- 1.90.040 LEAP goals.
- 1.90.050 *Repealed.*
- 1.90.060 Effect of program on prime contractor/subcontractor relationship.
- 1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
- 1.90.080 Enforcement.
- 1.90.090 Compliance with applicable law.
- 1.90.100 Review and reporting.
- 1.90.105 Authority
- 1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

- A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.
- B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than \$750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).
- C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.
- D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than \$250,000.00 shall not be included in this definition.
- E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.
- F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.
- G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

- 1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
- 2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
- 3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.

H. "Electrical Utility" and "Water Utility" shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. "Estimated Cost" shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. "Estimated Labor Hours" shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. "Existing Employee" shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. "Labor Hours" shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term "Labor Hours" shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term "Labor Hours" shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. "LEAP Coordinator" shall mean the City of Tacoma staff member who administers LEAP.

N. "LEAP Program" or "Program" shall mean the City of Tacoma's Local Employment and Apprenticeship Training Program, as described in this chapter.

O. "LEAP Regulations" or "Regulations" shall mean the rules and practices established in this document.

P. "LEAP Utilization Plan" shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. "Priority Hire Resident" shall mean any resident within the Economically Distressed ZIP Codes.

R. "Project Engineer" shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. "Public Work or Improvement" shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. "Resident of Tacoma" shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person's presence is more than merely transitory in nature.

U. "Service Area - Electrical" or "Electrical Service Area" shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. "Service Area - Water" or "Water Service Area" shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.

W. "Service Contract" shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as "Building Projects" or "Civil Projects."

X. "Subcontractor" means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Y. "Tacoma Public Utilities" means the City of Tacoma, Department of Public Utilities.

Z. "Tacoma Public Utilities Service Area" shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 28110 Ex. C; passed Dec. 4, 2012; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 1; passed Jun. 21, 2005; Ord. 26698 § 1; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.040 LEAP goals.

A. Utilization Goals.

1. All Contractors constructing Civil Projects or Building Projects, and all Service Providers involved with the construction of a Public Work or Improvement, shall ensure that at least 15 percent of the total Labor Hours actually worked on the Project are performed by persons having their residence within the boundaries of the City of Tacoma or Economically Distressed ZIP Codes, whether or not any such person is an Apprentice.

a. The thresholds for this section shall be \$250,000.00 for Civil Projects and \$750,000.00 for Building Projects.

2. Fifteen percent (15%) of the Total Labor Hours on contracts above one-million dollars (\$1,000,000.00) shall have work performed by Apprentices who are residents of the Tacoma Public Utilities Service Area consistent with RCW 39.04.320(1)(a), subject to waiver based on exceptions as specified in RCW 39.04.320(2)(a), (b), and (c).

3. Labor Hours performed by non-residents of the State of Washington will be deducted from a project’s total Labor Hours for purposes of determining compliance with the requirements of this chapter.

4. All Contractors and Service Providers shall submit a LEAP Utilization Plan as provided for in the regulations adopted under this chapter, and shall meet with the LEAP Coordinator to review said Plan prior to being issued a Notice to Proceed. Failure to submit a LEAP Utilization Plan may be grounds for the City to withhold remittance of a progress payment until such Plan is received from the responsible Contractor or Provider. A meeting with the LEAP Coordinator prior to issuance of a Notice to Proceed shall be excused only when the LEAP Coordinator is unavailable to meet prior to the scheduled date for issuance of the Notice to Proceed and the Contractor and the LEAP Coordinator have otherwise scheduled a meeting for the coordinator to review the Contractor’s or Provider’s plan.

The Contractor or Service Provider shall be responsible for meeting the LEAP utilization goal requirements of the contract, including all amendments and change orders thereto, and shall be responsible for overall compliance for all hours worked by Subcontractors. To the extent possible, the Contractor or Service Provider shall recruit Apprentices from multiple trades or crafts.

B. Failure to Meet Utilization Goal.

1. Contracts for the construction of Building projects or Civil projects and Service Contracts shall provide that Contractors or Service Providers failing to meet the LEAP utilization goals shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor or Service Provider met its goal. The amount per hour that shall be assessed shall be as follows:

Percent of Goal Met	Assessment per unmet hour
100%	\$ 0.00
90% - 99%	\$ 2.00
75% to 89%	\$ 3.50
50% to 74%	\$ 5.00
1% to 49%	\$ 7.50
0%	\$10.00

When determining the percent of goal that is met, all rounding shall be down to the nearest whole percent. No penalty shall be waived by the City unless it is determined by the Director to be in the best interests of the City, which determination shall be made after consultation with the LEAP Coordinator.

2. Deposit of Assessments. All assessments imposed pursuant to this section shall be deposited into a separate account and utilized to support the City’s pre-apprenticeship and training program. The policies and regulations adopted by the City Manager and Director of Utilities pursuant to this chapter shall address issues pertaining to a Contractor’s existing workforce. Contributions need not be made for Labor Hours that have been adjusted in accordance with Section 1.90.040(E).

C. LEAP Reports.

Notwithstanding the provisions of TMC 1.90.100, the Director shall, not less than annually, publish a LEAP report setting forth Contractor compliance with this chapter. Said report shall include information on all contracts and all Contractors to which this chapter applies, and shall detail the level and nature of LEAP participation by contract and by Contractor, The

Director's LEAP report may include such other information as may be helpful to assuring fair and accurate representation of the contracts, Contractors or projects covered in the report. The Director's LEAP reports may be considered by the Board of Contracts and Awards in its determinations as to bidder responsibility.

D. LEAP Goal Adjustments.

1. LEAP utilization goals may be adjusted prior to bid opening and/or as a result of a contract amendment or change order on a Building Project, Civil Project, or Service Contract.

a. If LEAP utilization goals are adjusted prior to bid opening, they shall be set forth in the bid or Request For Proposal advertisement and specification documents or in an addendum timely provided to prospective bidders, provided that such adjustment shall be based upon a finding by the Project Engineer that the reasonable and necessary requirements of the contract render LEAP utilization unfeasible at the required levels. The Director shall concur with the Project Engineer's finding, provided that should the Project Engineer and the Director fail to reach agreement on the Project Engineer's finding, then in that circumstance the matter shall be referred to the City Manager or the Director of Utilities, as appropriate, for ultimate resolution. Notwithstanding any other provision of this chapter to the contrary, the decision of the City Manager or the Director of Utilities with regard to LEAP goal adjustment may not be appealed.

b. If LEAP utilization goals are adjusted due to contract amendment or change order, the amount of adjustment shall be consistent with the utilization goals set forth in this chapter and shall be determined pursuant to regulations adopted pursuant to this chapter for administration of LEAP utilization goal adjustments.

2. The methodology of determining the appropriate adjustments to LEAP utilization goals shall be determined in consultation with the LEAP Advisory Committee, established pursuant to this ordinance for so long as the LEAP Advisory Committee remains in existence.

3. LEAP utilization goals shall not apply to those portions of a project that are funded by sources other than (a) City funds, or (b) funds which the City expends or administers in accordance with the terms of a grant to the City, provided that the Project Engineer shall notify the Director of such non-application prior to bid advertisement. For the purposes of this paragraph, credits extended by another entity for the purpose of providing project funding shall not be considered to be City funds.

E. Utilization - Electrical Projects Outside Electrical Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's Electrical Utility, which are wholly situated outside the Electrical Service Area, and for which the estimated cost is less than \$1,000,000.00, are exempt from the requirements of this chapter.

F. Utilization - Water Projects Outside Water Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by the City's water utility, which are wholly situated outside the Water Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter.

G. Utilization - Projects Outside Tacoma Public Utilities Service Area.

Civil Projects or Building Projects that are constructed primarily for the benefit or use by Tacoma Public Utilities, which are wholly situated outside the retail service area of the Tacoma Public Utilities Service Area, and for which the estimated cost is less than \$1,000,000.00 are exempt from the requirements of this chapter. Projects wholly situated outside the Tacoma Public Utilities Service Area, and for which the estimated cost is more than \$1,000,000.00, shall be exempt from 15% utilization goal specified in subsection A1. of this section. The 15% utilization goal specified in subsection A2. of this section may be met if project work is performed by Apprentices who are enrolled in a course of training specific to a particular construction trade or craft, provided such training has been approved by the Washington State Apprenticeship and Training Council in accordance with Chapter 49.04, RCW.

H. Emergency.

This chapter shall not apply in the event of an Emergency. For the purposes of this section, an "Emergency" means unforeseen circumstances beyond the control of the City that either: (a) present a real, immediate threat to the proper performance of essential functions; or (b) will likely result in material loss or damage to property, bodily injury, or loss of life if immediate action is not taken.

I. Conflict with State or Federal Requirements.

If any part of this chapter is found to be in conflict with federal or state requirements which are a prescribed condition to the allocation of federal or state funds to the City, then the conflicting part of this chapter is inoperative solely to the extent of the conflict and with respect to the City departments directly affected. This provision does not affect the operation of the

remainder of this chapter. Administrative rules or regulations adopted under this chapter shall meet federal and state requirements which are a necessary condition to the receipt of federal or state funds by the City.

(Ord. 28520 Ex. A; passed Jul. 17, 2018; Ord. 28147 Ex. B; passed May 7, 2013; Ord. 27815 Ex. A; passed Jun. 30, 2009; Ord. 27368 § 2; passed Jun. 21, 2005; Ord. 26992 § 1; passed Oct. 15, 2002; Ord. 26698 § 2; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.050 Repealed by Ord. 27368. Good faith efforts.

(Ord. 27368 § 3; passed Jun. 21, 2005; Ord. 26698 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor’s breach of these performance requirements, which shall be published with the City’s call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor’s or Service Provider’s and all Subcontractor’s employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager’s and Director’s findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- Provide information to the LEAP Office (see LEAP contact information below). Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- LEAP Employee Verification. Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- All certified payrolls. Prime contractor is responsible for ensuring their, and their subcontractors', payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry's website, you can reduce data entry.

The City of Tacoma's LEAP office enforces varying workforce utilization requirements on City projects based on certain monetary thresholds and project locations.

Local Employment Utilization Requirement - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

Apprenticeship Utilization Requirement – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

***Exceptions:** If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is subject to the:

- 1. 15% Local Employment Utilization Requirement**
- 2. 15% Apprentice Utilization Requirement**

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. www.cityoftacoma.org/leap



City of Tacoma LEAP Office
 747 Market Street, Room 900
 Tacoma, WA 98402
 (253) 591-5590 or leap@cityoftacoma.org
 www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Submit upon request from LEAP Office

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): Asian/Pac Isl. Black Hispanic Native American White Other

Gender (*optional*): MALE FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprenticeship Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident (journey level or certified apprentice) within the geographic boundaries of the City of Tacoma

_____ b. Resident (journey level or certified apprentice) within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in the Tacoma Public Utilities Service Area (Only valid for projects over \$1,000,000)

_____ d. WA State Approved Apprentice *(Only valid for contracts where 100% of work is performed outside of Pierce County)

Signature of Employee: _____ Date: _____

Contractor Representative: _____ Date: _____

LEAP EMPLOYEE VERIFICATION FORM

To be Completed by Contractor or Subcontractor

Please attach a legible copy of one or more of the following document(s) showing the address of residence as proof of local (Tacoma) and/or Economically Distressed Area and/or TPU Service Areas residency. For youth, see first line and for veteran status, see second line.

.....

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

*Any of the above must have a complete physical address verified by the www.govme.org website.

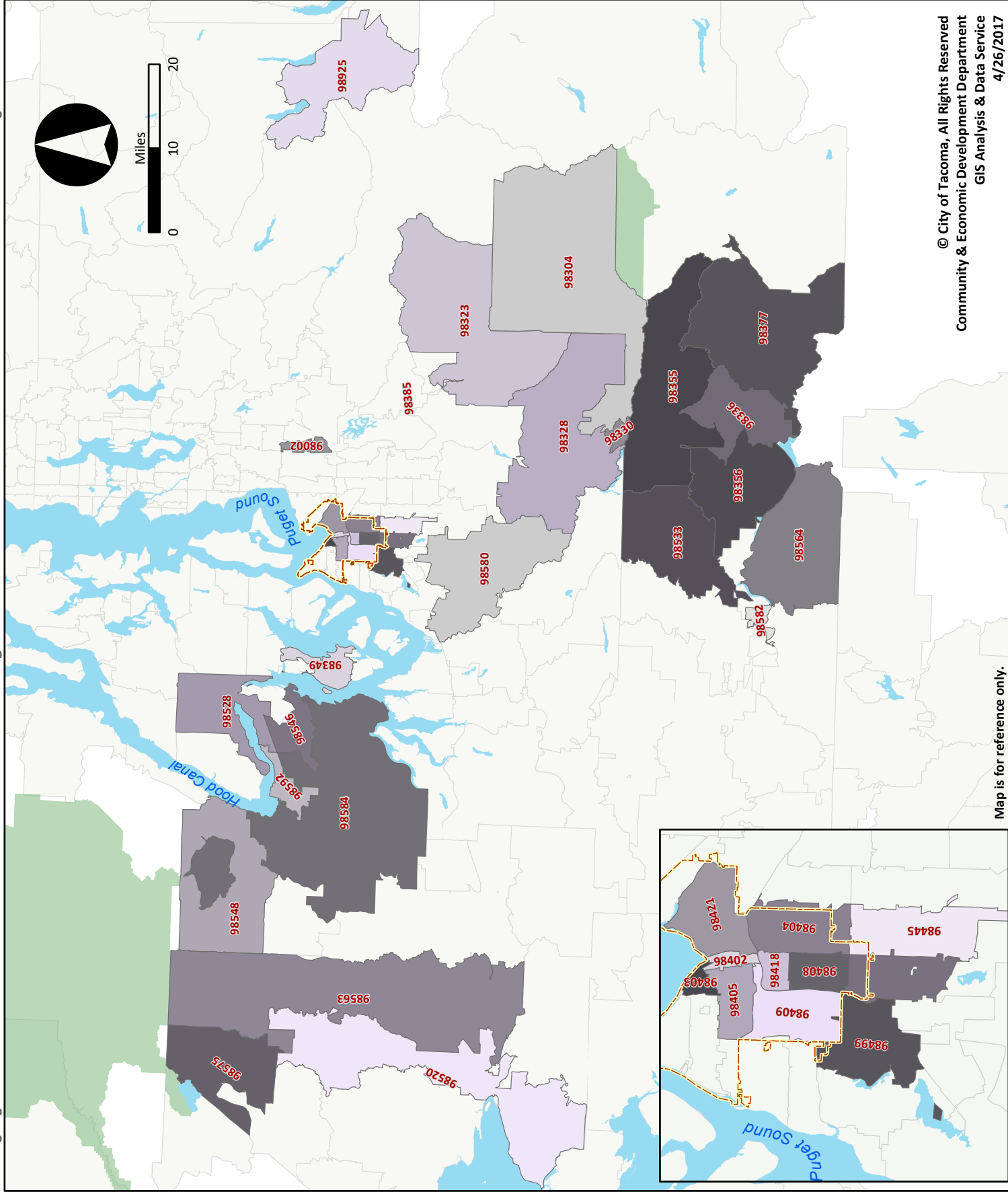
No PO Boxes

Contractor Representative: _____

Date: _____

Title: _____

Appendix C: Economically Distressed ZIP Codes Map



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 Community & Economic Development Department
 GIS Analysis & Data Service
 4/26/2017

LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

98402	98421
98403	98422
98404 (some)	98424
98405	98444
98406	98445
98407	98465 (some)
98408	98466 (some)
98409	98467 (some)
98418	

Check addresses here:

[https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?
id=38107f6b096a4b8280c0d9b8a05bc7eb](https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb)

LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas

(Journeyman AND Apprentice)

Zip Code	200% Pov	Unemployed	25+ College	Area
98002	Y		Y	Auburn
98304	Y		Y	Ashford/Rainier
98323	Y	Y	Y	Carbonado
98328	Y		Y	Eatonville
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98349	Y	Y		Lakebay
98355		Y	Y	Mineral
98356	Y	Y	Y	Morton
98377	Y	Y	Y	Randle
98385		Y	Y	South Prairie
98402	Y	Y		Downtown
98403	Y	Y		Stadium/St. Helens
98404	Y	Y		Eastside
98405	Y	Y		Hilltop/Central
98408	Y		Y	South End
98409	Y	Y		South Tacoma
98418	Y		Y	Lincoln/South End
98421	Y	Y	Y	Port
98439	Y	Y		McChord AFB
98444	Y	Y		Parkland
98445	Y		Y	Midland
98499	Y	Y		Lakewood
98520	Y	Y	Y	Aberdeen
98528	Y		Y	Belfair
98533		Y	Y	Cinebar
98546	Y	Y	Y	Grapeview
98548	Y	Y	Y	Hoodsport
98563	Y	Y	Y	Montesano
98564	Y	Y	Y	Mossyrock
98575	Y		Y	Quinault
98580	Y		Y	Roy
98582	Y		Y	Salkum
98584	Y		Y	Shelton
98591	Y		Y	Toledo
98592		Y	Y	Union
98925	Y		Y	Easton

ONLY FOR APPRENTICE UTILIZATION REQUIREMENT
Tacoma Public Utilities Infrastructure and Service Area
(Apprentices)

98001	Auburn	0.00%
98002	Auburn	0.00%
98003	Federal Way	0.00%
98010	Black Diamond	0.00%
98022	Enumclaw	0.00%
98023	Federal Way	0.00%
98030	Kent	0.00%
98032	Kent	0.00%
98038	Maple Valley	0.00%
98042	Kent	0.00%
98045	North Bend	0.00%
98051	Ravensdale	0.00%
98070	Vashon	0.00%
98092	Auburn	0.00%
98198	Seattle	0.00%
98304	Ashford	0.00%
98321	Buckley	0.27%
98323	Carbonado	0.05%
98327	DuPont	0.00%
98328	Eatonville	2.92%
98329	Gig Harbor	0.24%
98330	Elbe	0.00%
98332	Gig Harbor	0.00%
98333	Fox Island	0.00%
98335	Gig Harbor	0.05%
98336	Glenoma	0.00%
98338	Graham	0.79%
98349	Lakebay	0.06%
98354	Milton	0.01%
98355	Mineral	0.00%

98356	Morton	0.17%
98360	Orting	0.54%
98371	Puyallup	0.12%
98372	Puyallup	1.33%
98373	Puyallup	1.42%
98374	Puyallup	0.15%
98375	Puyallup	0.29%
98377	Randle	0.00%
98385	South Prairie	0.00%
98387	Spanaway	0.68%
98388	Spanaway	0.00%
98390	Sumner	0.12%
98391	Bonney	1.83%
98402	Tacoma	0.46%
98403	Tacoma	3.31%
98404	Tacoma	10.15%
98405	Tacoma	4.97%
98406	Tacoma	3.51%
98407	Tacoma	4.38%
98408	Tacoma	12.58%
98409	Tacoma	8.88%
98416	UPS	0.00%
98418	Tacoma	1.98%
98421	Tacoma	0.00%
98422	Tacoma	0.67%
98424	Tacoma	0.98%
98430	Camp Murray	0.00%
98433	Tacoma	0.00%
98438	McChord	0.00%
98439	Lakewood	0.00%

98443	Tacoma	0.00%
98444	Tacoma	7.20%
98445	Tacoma	2.09%
98446	Tacoma	0.17%
98447	PLU	0.00%
98465	Tacoma	0.44%
98466	Tacoma	0.06%
98467	University Place	0.09%
98498	Lakewood	0.05%
98499	Lakewood	0.26%
98520	Aberdeen	0.00%
98524	Allyn	0.97%
98528	Belfair	0.31%
98533	Cinebar	0.00%
98546	Grapeview	0.00%
98548	Hoodspport	0.00%
98555	Lilliwaup	0.00%
98563	Montesano	0.21%
98564	Mossyrock	0.00%
98575	Quinalt	0.20%
98580	Roy	2.02%
98582	Salkum	0.00%
98584	Shelton	10.31%
98585	Silver Creek	0.00%
98591	Toledo	1.93%
98592	Union	0.00%
98597	Yelm	0.00%
98925	Easton	0.00%

PART V
STATE PREVAILING
WAGE RATES

PREVAILING WAGE RATES

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County.

The effective date for prevailing wages on this project will be the **submittal deadline** with these exceptions:

- a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
- b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
- c. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

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

REQUIRED FILINGS

The contractor and all subcontractors covered under [39.12 RCW](#) shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://www.lni.wa.gov/> or by visiting their [MY L&I](#) account.