



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES23-0015F

**2022 STORMWATER &
WASTEWATER ULTRAVIOLET
CURED-IN-PLACE PIPE SEWER
PROJECT IN VARIOUS TACOMA
LOCATIONS - REBID**

Project Nos. ENV-04024-14 & ENV-03032-14

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES23-0015F

**2022 STORMWATER & WASTEWATER
ULTRAVIOLET CURED-IN-PLACE PIPE
SEWER REHABILITATION PROJECT IN
VARIOUS TACOMA LOCATIONS - REBID**

Project Nos. ENV-04024-14 & ENV-03032-14



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

SPECIFICATION NO. ES23-0015F

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City of Tacoma
Environmental Services Department/ Science and Engineering Division

REQUEST FOR BIDS ES23-0015F
2022 STORMWATER & WASTEWATER ULTRAVIOLET CURED-IN-PLACE
PIPE SEWER REHABILITATION PROJECT IN VARIOUS TACOMA
LOCATIONS - REBID

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 25, 2023

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, bids@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.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday's at 11AM 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 11AM. 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: There will be no pre-proposal meeting.

Project Scope: This Contract shall generally consist of rehabilitating approximately 7,274 linear feet of 8-inch to 48-inch diameter stormwater and wastewater sewer pipes utilizing ultraviolet light cured-in-place pipe (UV CIPP) technology. This Work shall also include cleaning sewer pipes, disposing of waste materials, and performing CCTV inspections of the sewer pipes.

Estimate: \$1.5M - \$1.7M

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

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

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 Dawn DeJarlais, Senior Buyer by email to ddejarlais@cityoftacoma.org

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



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

SPECIAL REMINDER TO ALL BIDDERS

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

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).
6. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK:** Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

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

7. **STATEMENT OF QUALIFICATIONS:** The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the Engineer to determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the Contract.

8. **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.

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.

LEAP Goals:

1. Local Employment Utilization Goal – 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 Goal - 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: If both goals are assigned to this project, the two goals can be satisfied concurrently if the prime contractor utilizes individuals who simultaneously meet the requirements of both goals, such as an apprentice who resides in the City of Tacoma or in a local economically distressed area.

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

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City's Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent's financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City's Ethics Code and its 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. ES23-0015F

2022 Stormwater & Wastewater Ultraviolet Cured-In-Place Pipe Sewer Rehabilitation Project in Various Tacoma Locations - REBID

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-04024-14 & ENV-03032-14 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. **Items marked with a * signifies both rules may apply.**

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	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
S4. 1-10	Uniformed Police Officer for Traffic Control	80 Hours	\$ _____	\$ _____
S5. 2-09.	Shoring or Extra Excavation Class B	1,000 SF	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES23-0015F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S6. 7-08	Temporary Storm Sewer Bypass Plan, 10" – 48" Diameter	1 Lump Sum	Lump Sum	\$ _____
S7. 7-08	Temporary Storm Sewer Bypass, 10" – 48" Diameter	1 Lump Sum	Lump Sum	\$ _____
S8. 7-08	Bypass Side Sewer	Force Account	Estimated	\$ <u>10,000.00</u>
S9. 7-20	Pre-Installation Cleaning and Inspection	3,624 LF	\$ _____	\$ _____
S10. 7-20	Disposal of Waste Material	5 Ton	\$ _____	\$ _____
S11. 7-20	Short Liner Repair for Host Sewer Pipe	Force Account	Estimated	\$ <u>6,500.00</u>
S12. 7-20	Open-Cut Point Repair for Host Sewer Pipe	Force Account	Estimated	\$ <u>60,000.00</u>
S13. 7-21	Furnish and Install 10-Inch Diameter CIPP for Storm Sewer	330 LF	\$ _____	\$ _____
S14. 7-21	Furnish and Install 12-Inch Diameter CIPP for Storm Sewer	756 LF	\$ _____	\$ _____
S15. 7-21	Furnish and Install 30-Inch Diameter CIPP for Storm Sewer	2,339 LF	\$ _____	\$ _____
S16. 7-21	Furnish and Install 48-Inch Diameter CIPP for Storm Sewer	199 LF	\$ _____	\$ _____
S17. 7-21	Internal Reinstatement of Side Sewer	5 Each	\$ _____	\$ _____
S18. 7-21	Cone Removal and Replacement (including Pavement Restoration)	Force Account	Estimated	\$ <u>15,000.00</u>
S19. 8-30	Railroad Flagging	32 Hours	\$ _____	\$ _____

Contractor's Name: _____
Specification No. ES23-0015F
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SCHEDULE B: WASTEWATER SEWER IMPROVEMENTS (Rule 170)

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW20. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
WW21. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
WW22. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
WW23. 1-10	Uniformed Police Officer for Traffic Control	80 Hours	\$ _____	\$ _____
WW24. 2-09.	Shoring or Extra Excavation Class B	2,500 SF	\$ _____	\$ _____
WW25. 7-08	Temporary Sanitary Sewer Bypass Plan, 8" – 18" Diameter	1 Lump Sum	Lump Sum	\$ _____
WW26. 7-08	Temporary Sanitary Sewer Bypass, 8" – 18" Diameter	1 Lump Sum	Lump Sum	\$ _____
WW27. 7-08	Bypass Side Sewer	Force Account	Estimated	\$ <u>10,000.00</u>
WW28. 7-08	Bury Bypass Across River Street	Force Account	Estimated	\$ <u>50,000.00</u>
WW29. 7-08	Bury Bypass Across Driveway	Force Account	Estimated	\$ <u>15,000.00</u>
WW30. 7-20	Pre-Installation Cleaning and Inspection	3,650 LF	\$ _____	\$ _____
WW31. 7-20	Disposal of Waste Material	5 Ton	\$ _____	\$ _____
WW32. 7-20	Short Liner Repair for Host Sewer Pipe	Force Account	Estimated	\$ <u>6,500.00</u>
WW33. 7-20	Open-Cut Point Repair for Host Sewer Pipe	Force Account	Estimated	\$ <u>60,000.00</u>
WW34. 7-21	Furnish and Install 8-Inch Diameter CIPP for Sanitary Sewer	439 LF	\$ _____	\$ _____

Contractor's Name: _____

Specification No. ES23-0015F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW35. 7-21	Furnish and Install 15-Inch Diameter CIPP for Sanitary Sewer	831 LF	\$ _____	\$ _____
WW36. 7-21	Furnish and Install 18-Inch Diameter CIPP for Sanitary Sewer	2,380 LF	\$ _____	\$ _____
WW37. 7-21	Internal Reinstatement of Side Sewer	30 Each	\$ _____	\$ _____
WW38. 7-21	Cone Removal and Replacement (Including Pavement Restoration)	Force Account	Estimated	\$ <u>15,000.00</u>
WW39. 8-30	Railroad Safety & Coordination	1 Lump Sum	Lump Sum	\$ _____
WW40. 8-30	Railroad Flagging	32 Hours	\$ _____	\$ _____

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

Base Bid (Subtotal Items Nos. S1 – S19) \$ _____ (1)

STORMWATER IMPROVEMENTS TOTAL \$ _____ (2)

SCHEDULE B: WASTEWATER SEWER IMPROVEMENTS (WW) (Rule 170)

Base Bid (Subtotal Items Nos. WW20 - WW40) \$ _____ (3)

10.3% Sales Tax (Items Nos. WW20 – WW40) \$ _____ (4)

WASTEWATER SEWER IMPROVEMENTS TOTAL \$ _____ (5)

TOTAL BASE BID (1) + (3) \$ _____
(not including sales tax) Rule 170

Contractor's Name: _____
Specification No. ES23-0015F
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SIGNATURE PAGE

**CITY OF TACOMA
ENVIRONMENTAL SERVICES/SCIENCE & ENGINEERING DIVISION**

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

**REQUEST FOR BIDS SPECIFICATION NO. ES23-0015F
2022 STORMWATER AND WASTEWATER ULTRAVIOLET CURED-IN-PLACE PIPE
REHABILITATION PROJECT IN VARIOUS TACOMA LOCATIONS - REBID**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (April 11, 2023), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

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

Yes No
 Not Applicable

Washington Employment Security Department Number

Number: _____

Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

Not Applicable

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

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

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

Yes No

If incorporated, in what state were you incorporated?

State: _____ Not Incorporated

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

State: _____

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

Yes No

List of Subcontractor Categories of Work

Project Name _____

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

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

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

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

Subcontractor Name _____
Work to be Performed _____

**ES23-0015F STATEMENT OF QUALIFICATIONS FOR UV CIPP
CONTRACTOR**

**2022 WASTEWATER AND STORMWATER ULTRAVIOLET CURED-IN-PLACE
PIPE SEWER PROJECT IN VARIOUS TACOMA LOCATIONS - REBID**

This form shall be completed in its entirety and submitted with the bid for all workers including any relief personnel if needed for a second shift. (Use additional copies of this form, if necessary, to show all required experience). **Failure to submit and meet the requirements as stated in Section 1-02.1 of the Special Provisions shall be grounds for rejection of the Bid.**

The City of Tacoma will be the sole judge in determining if the prospective Contractor meets the minimum experience requirements.

Manufacturer of UV CIPP:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

The manufacturer of UV CIPP shall have a minimum of 150,000 linear feet, of which must include, at a minimum of, 30,000 linear feet of 36" and greater diameter UV CIPP successfully installed within the last 5 years in accordance with the Referenced Specifications, Codes, and Standards listed in section 7-21.1(1). Manufacturer's using standards other than those listed in section 7-21.1(1) shall demonstrate that the standards followed produce a product that is equal or greater than the quality of product developed using the listed standards.

Contractor:

Name: _____

Address: _____

Phone: _____ Contact Person: _____

The Contractor installing the UV CIPP shall have successfully completed projects totaling a minimum of 50,000 linear feet, of which must include, at a minimum of, 10,000 linear feet of 36" and greater diameter in the last 5 years using the UV CIPP rehabilitation technology. The Contractor must be specialized in performing the type of work described in these specifications, in addition to having the approval of the manufacturer. List four projects using the UV 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: _____

Completion Date: _____

#2 Project Name: _____

Owner: _____ Contact Person: _____

Size of Pipe: _____ Total Length Installed: _____

Completion Date: _____

#3 Project Name: _____

Owner: _____ Contact Person: _____

Size of Pipe: _____ Total Length Installed: _____

Completion Date: _____

#4 Project Name: _____

Owner: _____ Contact Person: _____

Size of Pipe: _____ Total Length Installed: _____

Completion Date: _____

Superintendent:

Name: _____

Address: _____

Phone: _____

The Superintendent installing the UV CIPP shall have successfully completed projects totaling a minimum of 25,000 linear feet, of which must include, at a minimum of, 3,000 linear feet of 36" and greater diameter in the last 5 years using the UV CIPP rehabilitation technology. List four projects using the UV 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 2 years of UV CIPP installation experience with the bidding contractor and shall 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 UV 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. The resin impregnation crew lead shall be qualified, fully licensed, and certified by the manufacturer.

Name: _____ Phone: _____

Address: _____

Describe Experience (minimum 2 year requirement): _____

Light Tube Train Technician:

The Light Tube Train Technician shall have a minimum of 2 years experience operating the UV lighting equipment 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 2 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

2%

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/SBE: ENV-04024-14/ENV-03032-14

Date of Record: 03/20/2023

Project Spec#: ES23-0015F

Project Title: 2022 SW&WW UV CIPP Sewer Rehab Various Areas

*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.



City of Tacoma
 Community & Economic Development
 Office of Equity in Contracting
 747 Market Street, Rm 900
 Tacoma WA 98402
 253-591-5826
 Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be know as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete business names and phone numbers are required to verify your usage of Certified Businesses**

a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

 Type or Print Name of Responsible Officer / Title

 Signature of Responsible Officer

 Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

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

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

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

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

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No.

Specification Title:

Contract No.

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
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 "2023 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 **There will be no pre-proposal meeting.**
33

34 **DESCRIPTION OF WORK**

35 **(*****)**
36

37 This Contract shall generally consist of rehabilitating approximately 7,274 linear feet of
38 8-inch to 48-inch diameter stormwater and wastewater sewer pipes utilizing ultraviolet
39 light cured-in-place pipe (UV CIPP) technology. This Work shall also include cleaning
40 sewer pipes, disposing of waste materials, and performing CCTV inspections of the
41 sewer pipes.
42
43

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

1 **1-01 DEFINITIONS AND TERMS**

2
3 **1-01.3 Definitions**
4 **(January 4, 2016 APWA GSP)**

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

8
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36
37 *Supplement this Section with the following:*

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

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

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

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

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for “Contract”.

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

46
47 *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 UV 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 UV CIPP shall have a minimum of 150,000 linear
30 feet, of which must include, at a minimum of, 30,000 linear feet of 36" and greater
31 diameter UV CIPP successfully installed within the last 5 years in accordance with the
32 Referenced Specifications, Codes, and Standards listed in section 7-21.1(1).

33 Manufacturer's using standards other than those listed in section 7-21.1(1) shall
34 demonstrate that the standards followed produce a product that is equal or greater than
35 the quality of product developed using the listed standards.

36
37 **Contractor:** The Contractor installing the UV CIPP shall have successfully completed
38 projects totaling a minimum of 50,000 linear feet, of which must include, at a minimum
39 of, 10,000 linear feet of 36" and greater diameter in the last 5 years using the UV CIPP
40 rehabilitation technology. The Contractor must be specialized in performing the type of
41 work described in these specifications, in addition to having the approval of the
42 manufacturer.

43
44 **Superintendent:** The Superintendent installing the UV CIPP shall have successfully
45 completed projects totaling a minimum of 25,000 linear feet, of which must include, at a
46 minimum of, 3,000 linear feet of 36" and greater diameter in the last 5 years using the
47 UV CIPP rehabilitation technology.

48
49 **Installation Crew Lead:** The installation crew lead shall have a minimum of 2 years of
50 UV CIPP installation experience with the bidding contractor and shall be on the project

1 site at all times. The crew lead shall be qualified, fully licensed, and certified by the
2 manufacturer to perform the type of installation indicated by the bidding contractor.

3
4 Resin Impregnation (Wet-Out) Crew Lead: At least one lead person from the resin
5 impregnation (wet-out) crew shall have a minimum of 2 years of experience with the
6 bidding contractor. The resin impregnation crew lead shall be qualified, fully licensed,
7 and certified by the manufacturer.

8
9 Light Tube Train Technician: The Light Tube Train Technician shall have a minimum of
10 2 years of experience operating the UV lighting equipment with the bidding contractor.

11
12 Lateral Cutting Technician: The Lateral Cutting Technician shall have a minimum of 2
13 years of experience reinstating laterals with the bidding Contractor.

14
15 Upon award of the Contract the identified Manufacturer, Superintendent, Installation
16 Crew Lead, Resin Impregnation Crew Lead, Lateral Cutting Technician, and Light Tube
17 Technician must be employed to perform the work. No substitutions will be allowed
18 unless authorized by the City.

19
20 **1-02.2 Plans and Specifications**

21 **(*****)**

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

23
24 Information as to where Bid Documents can be obtained or reviewed can be found in the
25 Call for Bids (Advertisement for Bids) for the work.

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

35
36 **1-02.4(1) General**
37 **(August 15, 2016 APWA GSP Option B)**

38
39 *The first sentence of the last paragraph is revised to read:*

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

45
46 **1-02.5 Proposal Forms**
47 **(July 31, 2017 APWA GSP)**

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

49
50 The Proposal Form will identify the project and its location and describe the work. It will
51 also list estimated quantities, units of measurement, the items of work, and the materials

1 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
2 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
3 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
4 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
5 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
6 Registration Number; and a Business License Number, if applicable. Bids shall be
7 completed by typing or shall be printed in ink by hand, preferably in black ink. The
8 required certifications are included as part of the Proposal Form.

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

14
15 **1-02.6 Preparation of Proposal**
16 **(July 11, 2018 APWA GSP)**

17
18 *Supplement the second paragraph with the following:*

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

23
24 *Delete the last two paragraphs, and replace them with the following:*

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

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

34
35 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

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

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

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

48
49 *The fourth paragraph is revised to read:*

50 **(*****)**

1 The bidder shall submit the following completed forms:
2 City of Tacoma – Equity in Contracting Utilization Form

3

4 **1-02.7 Bid Deposit**
5 **(*****)**

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

7

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

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

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

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

23 City of Tacoma Procurement & Payables Division
24 Tacoma Public Utilities
25 3628 S 35th St
26 Tacoma, WA 98409

27

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

29 **1-02.9 Delivery of Proposal**
30 **(March 1, 2021 Tacoma GSP)**

31

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

33

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

39

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

42

- 43 • DBE Written Confirmation Document from each DBE firm listed on the
- 44 Bidder's completed DBE Utilization Certification (WSDOT 272-056);
- 45 • Good Faith Effort (GFE) Documentation

- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)

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

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

1. In a sealed envelope labeled the same as for the Proposal, with “Supplemental Information” added, or
2. By e-mail to bids@cityoftacoma.org with “Supplemental Information” noted in the subject line.

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

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

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

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

Delete this section and replace it with the following:

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

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

The Bidder’s written request to revise or supplement a Bid Proposal must be accompanied by the revised or supplemented package in its entirety. If the Bidder does

1 not submit a revised or supplemented package, then its bid shall be considered
2 withdrawn.

3
4 Late revised or supplemented Bid Proposals or late withdrawal requests will be date
5 recorded by the Contracting Agency and returned unopened.

6
7 **1-02.12 Public Opening of Proposals**
8 **(March 1, 2021 Tacoma GSP)**

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

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

14
15 <https://us02web.zoom.us/j/83250498294>

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

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

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

- 22
23 1. A proposal will be considered irregular and will be rejected if:
24 a. The Bidder is not prequalified when so required;
25 b. The authorized proposal form furnished by the Contracting Agency is not
26 used or is altered;
27 c. The completed proposal form contains any unauthorized additions,
28 deletions, alternate Bids, or conditions;
29 d. The Bidder adds provisions reserving the right to reject or accept the award,
30 or enter into the Contract;
31 e. A price per unit cannot be determined from the Bid Proposal;
32 f. The Proposal form is not properly executed;
33 g. The Bidder fails to submit or properly complete a Subcontractor list, if
34 applicable, as required in Section 1-02.6;
35 h. The bidder fails to submit or properly complete the EIC forms as required in
36 Section 1-02.6;
37 i. The Bid Proposal does not constitute a definite and unqualified offer to meet
38 the material terms of the Bid invitation; or
39 j. More than one proposal is submitted for the same project from a Bidder
40 under the same or different names.
41 2. A Proposal may be considered irregular and may be reject if:
42 a. The Proposal does not include a unit price for every Bid item;
43 b. Any of the unit prices are excessively unbalanced (either above or below the
44 amount of a reasonable Bid) to the potential detriment of the Contracting
45 Agency;
46 c. Receipt of Addenda is not acknowledged;
47 d. A member of a joint venture or partnership and the joint venture or
48 partnership submit Proposals for the same project (in such an instance, both
49 Bids may be rejected); or
50 e. If Proposal form entries are not made in ink.
51

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 Special Notice to Bidders, 1-02.1; 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 **(October 1, 2005 APWA GSP)**

11 *Revise this section to read:*

12
13 Copies of the Contract Provisions, including the unsigned Form of Contract, will be
14 available for signature by the successful bidder on the first business day following
15 award. The number of copies to be executed by the Contractor will be determined by the
16 Contracting Agency.

17
18 Within 10 calendar days after the award date, the successful bidder shall return the
19 signed Contracting Agency-prepared contract, an insurance certification as required by
20 Section 1-07.18, and a satisfactory bond as required by law and Section 1-03.4. Before
21 execution of the contract by the Contracting Agency, the successful bidder shall provide
22 any pre-award information the Contracting Agency may require under Section 1-02.15.

23
24 Until the Contracting Agency executes a contract, no proposal shall bind the Contracting
25 Agency nor shall any work begin within the project limits or within Contracting Agency-
26 furnished sites. The Contractor shall bear all risks for any work begun outside such
27 areas and for any materials ordered before the contract is executed by the Contracting
28 Agency.

29
30 If the bidder experiences circumstances beyond their control that prevents return of the
31 contract documents within the calendar days after the award date stated above, the
32 Contracting Agency may grant up to a maximum of 10 additional calendar days for
33 return of the documents, provided the Contracting Agency deems the circumstances
34 warrant it.

35
36 **1-03.4 Contract Bond**
37 **(July 23, 2015 APWA GSP)**

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

39
40 The successful bidder shall provide executed payment and performance bond(s) for the
41 full contract amount. The bond may be a combined payment and performance bond; or
42 be separate payment and performance bonds. In the case of separate payment and
43 performance bonds, each shall be for the full contract amount. The bond(s) shall:

- 44 1. Be on Contracting Agency-furnished form(s);
- 45 2. Be signed by an approved surety (or sureties) that:
 - 46 a. Is registered with the Washington State Insurance Commissioner, and
 - 47 b. Appears on the current Authorized Insurance List in the State of Washington
48 published by the Office of the Insurance Commissioner,
- 49 3. Guarantee that the Contractor will perform and comply with all obligations, duties,
50 and conditions under the Contract, including but not limited to the duty and

- 1 obligation to indemnify, defend, and protect the Contracting Agency against all
2 losses and claims related directly or indirectly from any failure:
- 3 a. Of the Contractor (or any of the employees, subcontractors, or lower tier
4 subcontractors of the Contractor) to faithfully perform and comply with all
5 contract obligations, conditions, and duties, or
 - 6 b. Of the Contractor (or the subcontractors or lower tier subcontractors of the
7 Contractor) to pay all laborers, mechanics, subcontractors, lower tier
8 subcontractors, material person, or any other person who provides supplies
9 or provisions for carrying out the work;
- 10 4. Be conditioned upon the payment of taxes, increases, and penalties incurred on
11 the project under titles 50, 51, and 82 RCW; and
- 12 5. Be accompanied by a power of attorney for the Surety's officer empowered to
13 sign the bond; and
- 14 6. Be signed by an officer of the Contractor empowered to sign official statements
15 (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be
16 signed by the president or vice president, unless accompanied by written proof of
17 the authority of the individual signing the bond(s) to bind the corporation (i.e.,
18 corporate resolution, power of attorney, or a letter to such effect signed by the
19 president or vice president).
- 20

21 **1-03.5 Failure to Execute Contract**
22 **(April 15, 2020 Tacoma GSP)**

23 *The first sentence is revised to read:*

24
25 Failure to return the insurance certification and bond with the signed contract as required
26 in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required
27 in the contract, or failure or refusal to sign the Contract, or failure to register as a
28 contractor in the state of Washington shall result in forfeiture of the bid bond or deposit
29 of this Bidder.

30

31
32 **END OF SECTION**

33
34
35 **1-04 SCOPE OF THE WORK**

36
37 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
38 **Specifications, and Addenda**
39 **(March 13, 2012 APWA GSP)**

40 *Revise the second paragraph to read:*

41
42 Any inconsistency in the parts of the contract shall be resolved by following this order of
43 precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

- 44 1. Addenda,
- 45 2. Proposal Form,
- 46 3. Special Provisions,
- 47 4. Contract Plans,
- 48 5. Amendments to the Standard Specifications,
- 49 6. Standard Specifications,

- 1 7. Contracting Agency's Standard Plans or Details (if any), and
2 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

3
4 **1-04.4 Changes**
5 **(*****)**

6 *Revise the fifth paragraph to read:*

7
8 For item 2, if the actual quantity of any item, exclusive of added or deleted amounts
9 included in agreed change orders, increases or decreases by more than 25 percent from
10 the original Plan quantity, the unit Contract prices for that item may be adjusted in
11 accordance with Section 1-04.6; provided that, the un-adjusted unit Contract price shall
12 apply to any Work completed prior to the Contractor receiving a written change order
13 approved by the Engineer, or an oral order from the Engineer before actually receiving
14 the written change order.

15
16 **1-04.6 Variation in Estimated Quantities**
17 **(May 25, 2006 APWA GSP)**

18 *This section is supplemented with the following:*

19
20 The quantities for "Shoring or Extra Excavation Class B", "Disposal of Waste Material",
21 "Uniformed Police Officer for Traffic Control", "Internal Reinstatement of Side Sewers",
22 and "Railroad Flagging" have been entered into the Proposal only to provide a common
23 proposal for bidders. Actual quantities will be determined in the field as the work
24 progresses, and will be paid at the original bid price, regardless of final quantity. These
25 bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

26
27
28 **END OF SECTION**

29
30
31 **1-05 CONTROL OF WORK**

32
33 **1-05.3 Plans and Working Drawings**
34 **(January 6, 2015 Tacoma GSP)**

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

36
37 **1-05.3 Submittals**

38
39 The Contractor shall not install materials or equipment, which requires submittals, until
40 reviewed by the Contracting Agency. Late submissions by the Contractor shall not be
41 cause for time extension.

42
43 **Submittals shall be made per Bid Item, rather than per material.** The Contractor
44 shall be responsible for ensuring that each submittal includes cut sheets and/or
45 other information for all pertinent materials necessary to complete the work for
46 each Bid Item. It is understood that producing submittals for each Bid Item may
47 require multiple submittals of common materials that are associated with more
48 than one Bid Item. The Contractor shall also be responsible for producing
49 submittals that may only be associated with a Specification Section, not a
50 particular Bid Item.

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

- 5 • Shop Drawings/Plans
- 6 • Product Data
- 7 • Samples
- 8 • Reports
- 9 • Material Submittals (Ref. 1-06)
- 10 • Progress Schedules (Ref. 1-08.3)
- 11 • Guarantees/Warranties (Ref. 1-05.10)

12
13 Physical samples shall be delivered with a hardcopy transmittal of the e-Builder®
14 submittal.

15
16 The Engineer will return reviewed submittals through the e-Builder® web based project
17 management software for the Contractor's use.

18 19 **1-05.3(1) Submittal Schedule**

20
21 In conformance with section 1-08.3, the progress schedule shall be submitted and
22 reviewed prior to commencing any work. No delay claim shall be entertained for
23 Contractor's failure to comply.

24
25 No claim will be allowed for damages or extension of time resulting from rejection of a
26 submittal or the requirement of resubmittals as outlined by this section.

27
28 The Engineer's review will be completed as quickly as possible, but may require up to
29 ten (10) working days from the date the submittals or resubmittals are received until they
30 are sent to the Contractor. If more than ten (10) working days are required for the
31 Engineer's review of any individual submittal or resubmittal, an extension of time will be
32 considered in accordance with Section 1-08.8.

33 34 **1-05.3(2) Submittal Procedures**

35
36 Contractor submittals shall be in accordance with the following:

37
38 The Contractor shall thoroughly review each submittal for dimensions, quantities, and
39 details of the material or item shown. The Contractor shall review each submittal and
40 note any errors, omissions, or deviations with the Contract Documents. The Contractor
41 shall accept full responsibility for the completeness of each submittal.

42
43 Each submittal shall have a unique number assigned to it (via e-Builder®). On each
44 page, indicate the page number, and total number of pages in each submittal.

45
46 Each submittal shall indicate the following:

- 47 1. The intended use of the item in the work;
- 48 2. Clearly indicate only applicable items on any catalog cut sheets;
- 49 3. The current revision, issue number, and data shall be indicated on all
50 drawings and other descriptive data.

- 1 4. Description of Submittal.
- 2 5. Related Specification Section and/or plan sheet.
- 3 6. Each material submittal shall clearly indicate the name and address of all
- 4 suppliers, processors, distributors, and/or producers from which the
- 5 Contractor directly purchased each material.
- 6

7 When submitting product data, the Contractor shall modify drawings to delete any
8 information not applicable to the project and add information that is applicable to the
9 project. The Contractor shall mark copies of printed material to clearly identify the
10 pertinent materials, products or models.

11
12 Samples submitted shall be of sufficient size and quantity to clearly illustrate functional
13 characteristics of product or material and full range of colors available. Field samples
14 and mock-ups, where required, shall be erected at the project site where directed by the
15 Engineer.

16
17 The Contractor shall notify the Engineer, in writing at time of submission, of deviations in
18 submittals from requirements of the contract documents.

19
20 The City shall not be responsible for delays in reviewing submittals not submitted in
21 accordance with these specifications.

22 23 **1-05.3(3) Engineer's Review of Submittals**

24
25 The Engineer's review of drawings and data submitted by the Contractor will cover only
26 general conformity with the Contract drawings and specifications. The Engineer's review
27 of submittals shall not relieve the Contractor from responsibility for errors, omissions,
28 deviations, or responsibility for compliance with the Contract documents.

29
30 Review of a separate item does not constitute review of an assembly in which the item
31 functions.

32
33 When the submittal or resubmittal is marked "REVIEWED" no further correspondence is
34 required. When the submittal is marked "REVIEWED WITH COMMENTS" the
35 Contractor shall comply with any comments on the return submittal.

36 37 **1-05.3(4) Resubmittals**

38
39 When a submittal is marked "REVISE AND RESUBMIT" or "REJECTED," the Contractor
40 shall make the corrections as noted and instructed by the Engineer and resubmit via e-
41 Builder®. The Contractor shall not install material or equipment that has received a
42 review status of "REVISE AND RESUBMIT" or REJECTED".

43
44 When corrected copies are resubmitted, the Contractor shall in writing direct specific
45 attention to all revisions and shall list separately any revision made other than those
46 called for by the Engineer on previous submittals. e-Builder® will assign the resubmittal
47 number of the original submittal followed by a revision number (1, 2, etc.) to indicate the
48 sequence of the resubmittal.

49
50 Each submittal shall have a unique number assigned to it (via e-Builder®).

51

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

4
 5 The Contractor shall verify that all exceptions previously noted by the Engineer have
 6 been accounted for.

7
 8 **1-05.3(5) Submittal Requirements by Section**

9
 10 The following is a general summary of submittal requirements. This summary is not
 11 inclusive of all submittal requirements and does not relieve the Contractor of their
 12 responsibility to provide submittals as noted in subsequent sections of the specifications.
 13 The Contractor shall review each bid item and individual section in the applicable
 14 provisions or specifications, as noted below, for specific requirements.

15

Section	Description
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
1-10.2	Railroad Certification
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
7-08.3(1)C	Pipe Bedding
7-08.3(3)	Trench Backfill
7-08.3(5)	Temporary Sewer Bypass Plans
7-17	Pipe materials
7-20.2	Example CCTV Pre-Installation Inspection and Reports
7-20.2	Example CCTV Post-Installation Inspection and Reports
7-20.2	Waste Material Disposal Tickets
7-20.3(4)	Waste Material Disposal Information for Offsite Disposal
7-20.3(8)	Short Liner Repair on Host Pipe
7-20.3(9)	Open-Cut Point Repair on Host Pipe
7-21.1(2)	CIPP Installation Plan/Schedule
7-21.1(2)	Safety Plan
7-21.1(2)	Manufacturer's Standards
7-21.1(2)	Certified Test Results for Resin and 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	Informational Handout
7-21.1(2)	List of Admixtures
7-21.2(4)	Resin Baseline IR Spectrum Chemical Fingerprint
7-21.2(4)	Quality of Colorant Based on Percent of Resin Weight
7-21.2(5)	Engineered Design Calculations for Liner Thicknesses
7-21.2(6)	Hydrophilic Rubber End Seal
7-21.3(1)	Safety Plan
7-21.3(3)B	Resin Manufacturer's Recommended Cure and Cool Down Procedures, Including Time Limits
7-21.3(3)B	Accelerant Manufacturer's Recommended Cure and Cool Down Procedures, Including Time Limits
7-21.3(3)C	UV Cure Procedures, Including Time Limits
7-21.3(3)D	Methods, Materials, Equipment, and Procedures for Sealing Annular Space
7-21.3(3)D	Verification of Compatibility Between the Liner/Resin and Annular Space Sealant Mixture
7-21.3(3)F	Methods, Materials, Equipment, and Procedures for Removing/Replacing or Repairing Liner Wrinkles and Bunches at Launch Manholes
7-21.3(6)	Post-Installation CCTV Inspections and Inspection Reports
7-21.3(9)	Warranty
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

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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
(October 1, 2005 APWA GSP)**

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

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

1
2 On alley construction projects with minor grade changes, the Engineer shall provide only
3 offset hubs on one side of the alley to establish the alignment and grade.
4

5 **1-05.7 Removal of Defective and Unauthorized Work**
6 **(October 1, 2005 APWA GSP)**

7 *Supplement this section with the following:*
8

9 If the Contractor fails to remedy defective or unauthorized work within the time specified
10 in a written notice from the Engineer, or fails to perform any part of the work required by
11 the Contract Documents, the Engineer may correct and remedy such work as may be
12 identified in the written notice, with Contracting Agency forces or by such other means
13 as the Contracting Agency may deem necessary.
14

15 If the Contractor fails to comply with a written order to remedy what the Engineer
16 determines to be an emergency situation, the Engineer may have the defective and
17 unauthorized work corrected immediately, have the rejected work removed and
18 replaced, or have work the Contractor refuses to perform completed by using
19 Contracting Agency or other forces. An emergency situation is any situation when, in the
20 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
21 serious risk of loss or damage to the public.
22

23 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
24 remedying defective or unauthorized work, or work the Contractor failed or refused to
25 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
26 monies due, or to become due, the Contractor. Such direct and indirect costs shall
27 include in particular, but without limitation, compensation for additional professional
28 services required, and costs for repair and replacement of work of others destroyed or
29 damaged by correction, removal, or replacement of the Contractor's unauthorized work.
30

31 No adjustment in Contract time or compensation will be allowed because of the delay in
32 the performance of the work attributable to the exercise of the Contracting Agency's
33 rights provided by this Section.
34

35 The rights exercised under the provisions of this section shall not diminish the
36 Contracting Agency's right to pursue any other avenue for additional remedy or
37 damages with respect to the Contractor's failure to perform the work as required.
38

39 **1-05.11 Final Inspection**

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

42 **1-05.11 Final Inspections and Operational Testing**
43 **(October 1, 2005 APWA GSP)**
44

45 **1-05.11(1) Substantial Completion Date**
46

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

1 completion. The Engineer may also establish the Substantial Completion Date
2 unilaterally.

3
4 If, after this inspection, the Engineer concurs with the Contractor that the work is
5 substantially complete and ready for its intended use, the Engineer, by written notice to
6 the Contractor, will set the Substantial Completion Date. If, after this inspection the
7 Engineer does not consider the work substantially complete and ready for its intended
8 use, the Engineer will, by written notice, so notify the Contractor giving the reasons
9 therefore.

10
11 Upon receipt of written notice concurring in or denying substantial completion, whichever
12 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
13 interruption, the work necessary to reach Substantial and Physical Completion. The
14 Contractor shall provide the Engineer with a revised schedule indicating when the
15 Contractor expects to reach substantial and physical completion of the work.

16
17 The above process shall be repeated until the Engineer establishes the Substantial
18 Completion Date and the Contractor considers the work physically complete and ready
19 for final inspection.

20 21 **1-05.11(2) Final Inspection and Physical Completion Date**

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

33
34 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
35 written notice listing the deficiencies, the Engineer may, upon written notice to the
36 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
37 Section 1-05.7.

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

41
42 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
43 Contracting Agency, in writing, of the date upon which the work was considered
44 physically complete. That date shall constitute the Physical Completion Date of the
45 Contract, but shall not imply acceptance of the work or that all the obligations of the
46 Contractor under the contract have been fulfilled.

47 48 **1-05.11(3) Operational Testing**

49
50 It is the intent of the Contracting Agency to have at the Physical Completion Date a
51 complete and operable system. Therefore when the work involves the installation of

1 machinery or other mechanical equipment; street lighting, electrical distribution or signal
2 systems; irrigation systems; buildings; or other similar work it may be desirable for the
3 Engineer to have the Contractor operate and test the work for a period of time after final
4 inspection but prior to the physical completion date. Whenever items of work are listed in
5 the Contract Provisions for operational testing they shall be fully tested under operating
6 conditions for the time period specified to ensure their acceptability prior to the Physical
7 Completion Date. During and following the test period, the Contractor shall correct any
8 items of workmanship, materials, or equipment which prove faulty, or that are not in first
9 class operating condition. Equipment, electrical controls, meters, or other devices and
10 equipment to be tested during this period shall be tested under the observation of the
11 Engineer, so that the Engineer may determine their suitability for the purpose for which
12 they were installed. The Physical Completion Date cannot be established until testing
13 and corrections have been completed to the satisfaction of the Engineer.

14
15 The costs for power, gas, labor, material, supplies, and everything else needed to
16 successfully complete operational testing, shall be included in the unit Contract prices
17 related to the system being tested, unless specifically set forth otherwise in the proposal.

18
19 Operational and test periods, when required by the Engineer, shall not affect a
20 manufacturer's guaranties or warranties furnished under the terms of the Contract.

21
22 **1-05.13 Superintendents, Labor and Equipment of Contractor**
23 **(August 14, 2013 APWA GSP)**

24
25 *Delete the sixth and seventh paragraphs of this section.*

26
27 **1-05.14 Cooperation With Other Contractors**
28 **(*****)**

29
30 *Section 1-05.14 is supplemented with the following:*

31
32 **Other Contracts Or Other Work**

33 It is anticipated that the following work adjacent to or within the limits of this project will
34 be performed by others prior to the start of this project and may require coordination of
35 the work:

36
37 The City of Tacoma Eductor Decant Facility Pipeline Project will construct an overflow
38 pipeline from the Central Treatment Plant to the Eductor Decant Facility. The project
39 anticipates utilizing wastewater MH #6771088 as part of its construction activities. The
40 work is anticipated to be performed from April 2023 through October 2023. Timing of
41 this project's construction activities will need coordination with the completion of the
42 pipeline project since the Contractor shall dispose of all waste material removed from
43 sewers during cleaning operations at the City of Tacoma Eductor Decant Facility,
44 located at 2101 Cleveland Way, Tacoma, WA, 98421.

45
46 **1-05.15 Method of Serving Notices**
47 **(March 25, 2009 APWA GSP)**

48 *Revise the second paragraph to read:*

49
50 All correspondence from the Contractor shall be directed to the Project Engineer. All
51 correspondence from the Contractor constituting any notification, notice of protest, notice

1 of dispute, or other correspondence constituting notification required to be furnished
2 under the Contract, must be in paper format, hand delivered or sent via mail delivery
3 service to the Project Engineer's office. Electronic copies such as e-mails or
4 electronically delivered copies of correspondence will not constitute such notice and will
5 not comply with the requirements of the Contract.

6
7 *Add the following new section:*

8
9 **1-05.16 Water and Power**
10 **(October 1, 2005 APWA GSP)**

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

15
16 *Add the following new section:*

17
18 **1-05.19 Project Management Communications**
19 **(March 16, 2018 Tacoma GSP)**

20
21 **1-05.19(1) Summary**

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

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

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

35
36 **1-05.19(2) Training & Support**

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

43
44 **1-05.19(3) Authorized Users**

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

- 47
48 1. The City will provide the Contractor with up to four licensed user accounts for the
49 duration of the project. The sharing of user accounts is prohibited.
50 2. Additional licensed user accounts may be purchased from e-Builder®.

- 1 3. Authorized users will be contacted via e-mail with a temporary user password.
2 The user shall update the required information at their first log-in and be
3 responsible for proper password protection.
- 4 4. Only entities with a direct Contract with the Contracting Agency will be allowed to
5 be an authorized user.

7 **1-05.19(4) Communications**

8
9 The use of fax, email and courier communication for this project is discouraged in favor
10 of using e-Builder® to send messages. Communication functions are as follows:

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

1
2 **1-05.19(5) Record Keeping**
3

- 4 1. The Contracting Agency, their representatives, and the Contractor shall respond
5 to electronic documents received from e-Builder® and consider them as if
6 received in paper document form.
7 2. The Contracting Agency, their representatives, and the Contractor reserve the
8 right to reply or respond through e-Builder® to documents actually received in
9 paper document form.
10 3. The following are examples of paper documents which may require an original
11 signature:
12 a. Contract
13 b. Change Orders
14 c. Application & Certificates for Payment
15 d. Force Account and Protested Force Account forms
16

17 **1-05.19(6) Minimum Equipment Requirements**
18

19 In addition to other requirements specified in this Section, the Contractor shall be
20 responsible for providing suitable computers, necessary software and internet access to
21 utilize e-Builder®. Furthermore, Microsoft Word, Microsoft Excel, and Adobe Acrobat
22 Reader (compatible with current versions) are required. Contact e-Builder® for any
23 additional equipment requirements and support at the following website: <http://www.e-builder.net/services/support>.
24
25

26 No separate payment will be made for the use of e-Builder®, as this will be considered
27 incidental to the Contract. All costs incurred to carry out the requirements of utilizing and
28 maintaining e-Builder®, including but not limited to, labor, training, equipment, and
29 required software are the sole responsibility of the Contractor.
30

31
32 **END OF SECTION**
33
34

35 **1-06 CONTROL OF MATERIAL**
36

37 **1-06.1 Approval of Materials Prior To Use**
38 **(September 15, 2010 Tacoma GSP)**

39 *The first sentence is revised to read:*
40

41 All materials and equipment shall be submitted for review in accordance with section 1-
42 05.3 of these special provisions.
43

44 For aggregates, the Contractor shall notify the Engineer of all proposed aggregates.
45 The Contractor shall use the Aggregate Source Approval (ASA) Database.
46

47 All equipment, materials, and articles incorporated into the permanent Work:
48

- 49 1. Shall be new, unless the Special Provisions or Standard Specifications permit
50 otherwise;
51

2. Shall meet the requirements of the Contract and be approved by the Engineer;
3. May be inspected or tested at any time during their preparation and use; and
4. Shall not be used in the Work if they become unfit after being previously approved.

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

This section is revised in its entirety to read:

QPL's are not accepted by the City.

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

This section is deleted in its entirety.

END OF SECTION

1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC

1-07.1 Laws to be Observed

(October 1, 2005 APWA GSP)

Supplement this section with the following:

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

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

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

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

1 **1-07.2 State Taxes**

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

3 *Supplement this section with the following:*

4
5 Washington State Department of Revenue Rules 170 and 171 shall apply as shown in
6 the Proposal and per Section 1-07.2 of the WSDOT and APWA Standard Specifications
7 for Road, Bridge, and Municipal Construction.

8
9 **1-07.9 Wages**

10
11 **1-07.9(5) Required Documents**

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

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

14
15 Weekly certified payrolls shall be submitted for the Contractor and all lower tier
16 subcontractors or agents.

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

19
20 Where fringe benefits are paid in cash, certified payrolls shall include the fringe benefit
21 dollar amount paid to each employee for each employee classification.

22
23 Where fringe benefits are paid into approved plans, funds, or programs, the amount of
24 the fringe benefits shall be identified in the "Benefit Distribution" section of the Certified
25 Payroll Affirmation form.

26
27 **1-07.15 Temporary Water Pollution/Erosion Control**

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

29 *This section is supplemented with the following:*

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

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

1 provide a copy of the permit for an approved waste site for the disposal of the process
2 water prior to the start of work that generates the process water. A Special Approved
3 Discharge permit shall be required for all discharges to the sanitary sewer system.

4
5 **1-07.15(1) Spill Prevention, Control and Countermeasures Plan**
6 **(February 9, 2011 Tacoma GSP)**

7 *This section is revised to read:*
8

9 The Contractor shall prepare a project-specific spill prevention, control, and
10 countermeasures plan (SPCC Plan) that will be used for the duration of the project. The
11 Contractor shall submit the plan to the Project Engineer no later than the date of the
12 preconstruction conference. No on-site construction activities may commence until the
13 Contracting Agency accepts an SPCC Plan for the project.
14

15 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and
16 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures
17 Manual (M 31-11). Occupational safety and health requirements that may pertain to
18 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC
19 296-843.
20

21 **Implementation Requirements**

22 The SPCC Plan shall be updated by the Contractor throughout project construction so
23 that the written plan reflects actual site conditions and practices. The Contractor shall
24 update the SPCC Plan at least annually and maintain a copy of the updated SPCC Plan
25 on the project site. All project employees shall be trained in spill prevention and
26 containment, and they shall know where the SPCC Plan and spill response kits are
27 located and have immediate access to them.
28

29 If hazardous materials are encountered or spilled during construction, the Contractor
30 shall do everything possible to control and contain the material until appropriate
31 measures can be taken. The Contractor shall supply and maintain spill response kits of
32 appropriate size within close proximity to hazardous materials and equipment.
33

34 The Contractor shall implement the spill prevention measures identified in the SPCC
35 Plan before performing any of the following:
36

- 37 1. Placing materials or equipment in staging or storage areas.
- 38
- 39 2. Refueling, washing, or maintaining equipment.
- 40
- 41 3. Stockpiling contaminated materials.
- 42

43 **SPCC Plan Element Requirements**

44 The SPCC Plan shall set forth the following information in the following order:
45

- 46 1. Responsible Personnel
47 Identify the name(s), title(s), and contact information, including a 24/7 emergency
48 contact number, for the personnel responsible for implementing and updating the
49 plan, including all spill responders.
50

- 1 2. Spill Reporting
2 List the names and telephone numbers of the Federal, State, and local agencies
3 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
4 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
5 City Source Control Spill Response number at 253.502.2222.
6
- 7 3. Project and Site Information
8 Describe the following items:
9 A. The project Work.
10 B. The site location and boundaries.
11 C. The drainage pathways from the site, including both stormwater and sanitary
12 conveyance pathways.
13 D. Nearby waterways and sensitive areas and their distances from the site.
14
- 15 4. Potential Spill Sources
16 Describe each of the following for all potentially hazardous materials brought or
17 generated on-site (including materials used for equipment operation, refueling,
18 maintenance, or cleaning):
19 A. Name of material and its intended use.
20 B. Estimated maximum amount on-site at any one time.
21 C. Location(s) (including any equipment used below the ordinary high water line)
22 where the material will be staged, used, and stored and the distance(s) from
23 nearby waterways and sensitive areas.
24 D. Decontamination location and procedure for equipment that comes into
25 contact with the material.
26 E. Disposal procedures.
27 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
28 material.
29
- 30 5. Pre-Existing Contamination
31 Describe any pre-existing contamination and contaminant sources (such as
32 buried pipes or tanks) in the project area that are described in the Contract
33 documents. Identify equipment and work practices that will be used to prevent
34 the release of contamination.
35
- 36 6. Spill Prevention and Response Training
37 Describe how and when all personnel (including refueling Contractors and
38 Subcontractors) will be trained in spill prevention, containment, and response in
39 accordance with the Plan. Describe how and when all spill responders will be
40 trained in accordance with WAC 296-824.
41
- 42 7. Spill Prevention
43 Describe the following items:
44 A. Spill response kit contents and location(s).
45 B. Security measures for potential spill sources.
46 C. Secondary containment practices and structures for all containers to handle
47 the maximum volume of potential spill of hazardous materials.
48 D. Methods used to prevent stormwater from contacting hazardous materials.
49 E. Site inspection procedures and frequency.
50 F. Equipment and structure maintenance practices.

- 1 G. Daily inspection and cleanup procedures that ensure all equipment used
2 below the ordinary high water line is free of all external petroleum-based
3 products.
4 H. Refueling procedures for equipment that cannot be moved from below the
5 ordinary high water line.
6
7 8. Spill Response
8 Outline the response procedures the Contractor will follow for each scenario
9 listed below. Include a description of the actions the Contractor shall take and the
10 specific on-site spill response equipment that shall be used to assess the spill,
11 secure the area, contain and eliminate the spill source, and clean up and dispose
12 of spilled and contaminated material.
13
14 Response procedures shall be outlined in the Spill Response section and shall
15 include notification to the City of Tacoma Wastewater Treatment Plant
16 Operations number at 253.591.5595 and the City Source Control Spill Response
17 number at 253.502.2222.
18
19 A. A spill of each type of hazardous material at each location identified in 4,
20 above.
21 B. Stormwater that has come into contact with hazardous materials.
22 C. Drainage pathways from the site, including both stormwater and sanitary
23 conveyance pathways.
24 D. A release or spill of any unknown pre-existing contamination and contaminant
25 sources (such as buried pipes or tanks) encountered during project Work.
26 E. A spill occurring during Work with equipment used below the ordinary high
27 water line.
28
29 If the Contractor will use a Subcontractor for spill response, provide contact
30 information for the Subcontractor under item 1 (above), identify when the
31 Subcontractor will be used, and describe actions the Contractor shall take while
32 waiting for the Subcontractor to respond.
33
34 9. Project Site Map
35 Provide a map showing the following items:
36
37 A. Site location and boundaries.
38 B. Site access roads.
39 C. Drainage pathways from the site.
40 D. Nearby waterways and sensitive areas.
41 E. Hazardous materials, equipment, and decontamination areas identified in 4,
42 above.
43 F. Pre-existing contamination or contaminant sources described in 5, above.
44 G. Spill prevention and response equipment described in 7 and 8, above.
45
46 10. Spill Report Forms
47 Provide a copy of the spill report form(s) that the Contractor will use in the event
48 of a release or spill.
49

50 **Payment**

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

3
4 "SPCC Plan," lump sum.

5
6 When the written SPCC Plan is accepted by the Contracting Agency, the Contractor
7 shall receive 50-percent of the lump sum Contract price for the plan.

8
9 The remaining 50-percent of the lump sum price will be paid after the materials and
10 equipment called for in the plan are mobilized to the project.

11
12 The lump sum payment for "SPCC Plan" shall be full pay for:

- 13
14 1. All costs associated with creating the accepted SPCC Plan.
- 15
16 2. All costs associated with providing and maintaining the on-site spill prevention
17 equipment described in the accepted SPCC Plan.
- 18
19 3. All costs associated with providing and maintaining the on-site standby spill
20 response equipment and materials described in the accepted SPCC Plan.
- 21
22 4. All costs associated with implementing the spill prevention measures identified in
23 the accepted SPCC Plan.
- 24
25 5. All costs associated with updating the SPCC Plan as required by this
26 Specification.

27
28 As to other costs associated with releases or spills, the Contractor may request payment
29 as provided for in the Contract. No payment shall be made if the release or spill was
30 caused by or resulted from the Contractor's operations, negligence, or omissions.

31 32 **1-07.16 Protection and Restoration of Property**

33 34 **1-07.16(1) Private/Public Property**

35 **(*****)**

36 *This section is supplemented with the following:*

37
38 The Contractor shall contact all property owners and tenants in the vicinity of this project,
39 via newsletter/ mailing, a minimum of one (1) week prior to start of construction.

40
41 The Contractor shall submit a simple informational handout aimed to educate property
42 owners on the odors associated with the lining process. The Contractor shall distribute
43 the informational handout to residents prior to the main segment rehabilitation. The
44 distribution area shall include the properties on the segment to be lined as well as the
45 properties on the upstream and downstream segments.

46
47 The Contractor shall provide a 24-hour notice to inform the resident of the time period
48 their side sewer will be out of commission, unless bypass is provided, and to
49 recommend against water usage during this period. The Contractor shall make personal
50 contact with any home or business which cannot be reconnected within the time stated
51 in the written notice and make provisions to bypass flows.

1
2 The newsletter/mailling shall include the following information:

- 3 • Project Name
- 4 • Name and address of Contractor
- 5 • Name and phone number of Contractor representatives, including an
- 6 emergency contact
- 7 • Name and phone number of City representative

8
9 The Contractor shall submit a draft of the property owner notifications prior to
10 posting/mailling.

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

13
14 **Stormwater Segment #6294990 (S. 19th St. from S. Wilton Rd. to 91st Ave W.)**

15
16 The Contracting Agency is procuring a right of entry and temporary construction
17 agreement with Narrows Marina LLC for access to the manhole structures for the work
18 at stormwater segment #6294990 located at 9007 S. 19th St., Tacoma, WA 98466.
19 Contractor shall not conduct any work on this property until agreements are procured by
20 the Contracting Agency.

21
22 Contractor shall coordinate work with the abutting businesses, City of Tacoma, and City
23 of University Place prior to start of any work.

24
25 The City of University Place contact is:

- 26 • Kevin Schmidt, Operations & Maintenance Crew Chief, kschmidt@CityofUP.com,
- 27 (253) 381-7721

28
29 The Narrows Brewing Co. is the adjacent business to the segment being lined. The
30 business contact phone number is (253) 327-1400.

31
32 **Wastewater Segment #6271969 (S. J. St. From Division Avenue to S. 3rd St.),**
33 **Wastewater Segment #6253181 (S. J. St. From Division Avenue to S. 3rd St.), and**
34 **Stormwater Segment #6263953 (S. 4th St. From J St. to I St.)**

35
36 The Contractor shall coordinate the work adjacent to Kaiser Permanente and Multicare
37 Tacoma General Hospital at minimum 14 in advance of construction activities.

38
39 The Multicare Tacoma General Hospital's contacts are:

- 40 • Matt Counas, matt.counas@multicare.org, phone: (253) 403-4541
- 41 • Gar Johnson, gwjohnson@multicare.org, phone: (253) 403-1297

42
43 **Stormwater Segments #6261645 and #6251416 (S. 18th St. From S. Union Ave. to**
44 **S. Cedar St.)**

45
46 Prior to any work on these stormwater segments in the parking lot of 1717 S. Union Ave.
47 and 1601 S. Union Ave., coordination shall occur with the Life Center Central Campus
48 and City of Tacoma.

1 The Life Center Central Campus has scheduled in-person community gathering
2 sessions at the following days and times:

- 3 • Thursday at 7 PM
- 4 • Sunday at 8:30 AM, 10 AM, 11:30 AM, 2:00 PM, and 4:00 PM

5
6 The Life Center Central Campus will also resume classroom instruction for students in
7 late August 2023.

8
9 The Life Center Central Campus supervisor contact is:

- 10 • Mark Green, Supervisor, (253) 678-3025

11
12 The Life Manor Independent Living main office contact phone number is (253) 779-3800.

13 14 **1-07.17 Utilities and Similar Facilities**

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

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

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

25
26 The Contractor shall coordinate their work with all utilities and other organizations, which
27 have to adjust or revise their facilities within the project area. These may include, but
28 are not limited to:

- 29
- 30 • City of Tacoma Light Division, Contact: Kevin Kelley, phone: (253) 502-8229
- 31 • City of Tacoma Water Division, Contact: Kimberly Baard, phone: (253) 396-3317
- 32 • City of Tacoma Traffic Division, Signal/Streetlight Shop, phone: (253) 591-5287
- 33 • Rainier Connect, Contact: Brian Munson, phone: (253) 312-2819;
- 34 Brian.Munson@Rainierconnect.net
- 35 • Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790;
- 36 michael.klapperich@pse.com OR Amber Uhls, Gas, phone: (253) 476-6137;
- 37 amber.uhls@pse.com
- 38 • Lumen, Contact: Al (Aliyah) Skaro; relocations@lumen.com
- 39 • Terra Tech LLC, Contact: Chris Janoski, phone: (303) 552-8545;
- 40 chrisjanoski@terratechllc.net
- 41 • AT&T/Siena Engineering Group, Contact: Louie Van Hollebeke, phone: (425)
- 42 896-9850; louie.vanhollebeke@sienaengineeringgroup.com OR Steve
- 43 Duppenthaler, phone: (425) 286-3822; sd1891@att.com OR Roberta Anderson,
- 44 phone: (425) 896-9839; roberta.anderson@sienaengineeringgroup.com
- 45 • Level 3 Communications, Level3NetworkRelocations@Level3.com
- 46 • One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- 47 • Verizon, Contact: David Lacombe, phone: (206) 305-5366
- 48 • MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- 49 T-Mobile, Contact: Steven Schauer, Phone: (360) 402-7725; [steven.schauer@t-](mailto:steven.schauer@t-mobile.com)
- 50 [mobile.com](mailto:steven.schauer@t-mobile.com)

- 1 • Zayo, Jason Tesdal, Phone: (253) 221-7585; Jason.Tesdal@zayo.com
- 2 • Multicare Tacoma General Hospital Facility Contacts: Matt Counas,
- 3 matt.counas@multicare.org, phone: (253) 403-4541 and Gar Johnson,
- 4 gwjohnson@multicare.org, phone: (253) 403-1297
- 5 • Washington State Dept. of Transportation Contact: Andy Larson,
- 6 LarsonA@wsdot.gov
- 7 • City of University Place contact: Kevin Schmidt, Operations & Maintenance Crew
- 8 Chief, kschmidt@CityofUP.com, (253) 381-7721
- 9 • Life Center Central Campus contact: Mark Green, Supervisor, (253) 678-3025
- 10 • The Life Manor Independent Living main office contact phone number is (253)
- 11 779-3800

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

20
 21 Garbage, recycling, and yard waste pick up within the project limits is on various days
 22 and the Contractor should check the website
 23 <http://www.govme.com/Common/govME/MyTacoma/CollectionCalendar.aspx> and
 24 coordinate their work appropriately or call (253) 591-5543 for detailed schedules within
 25 the project limits.

26
 27 **1-07.18 Public Liability and Property Damage Insurance**

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

29
 30 **1-07.18 Insurance**

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

32
 33 During the course and performance of the services herein specified, the Contractor will
 34 maintain the insurance coverage in the amounts and in the manner specified in the City
 35 of Tacoma Insurance Requirements as is applicable to the services and deliverables
 36 provided under this Contract. The City of Tacoma Insurance Requirements document is
 37 fully incorporated herein by reference.

38
 39 Failure by the Contracting Agency to identify a deficiency in the insurance
 40 documentation provided by the Contractor or failure of the Contracting Agency to
 41 demand verification of coverage or compliance by the Contractor with these insurance
 42 requirements shall not be construed as a waiver of the Contractor's obligation to
 43 maintain such insurance.

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

46
 47 **A copy of the City of Tacoma Insurance Requirements is included in Appendix B**
 48 **of these Special Provisions. NOTE: As stated in Section 3.10 of the City of**
 49 **Tacoma Insurance Requirements, the Contractor is responsible for obtaining**
 50 **Railroad Protective Liability Insurance as required by Union Pacific Railroad.**

1
2 **1-07.23 Public Convenience and Safety**

3
4 **1-07.23(1) Construction Under Traffic**
5 **(May 2, 2017 APWA GSP)**
6

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

8
9 Accessibility to existing or temporary pedestrian push buttons shall not be impaired; if
10 approved by the Contracting Agency activating pedestrian recall timing or other
11 accommodation may be allowed during construction.
12

13 **1-07.23(1) Construction under Traffic**
14 **(*****)**

15 *This section is supplemented with the following:*

16
17 The following special traffic requirements shall be adhered to during all phases of
18 construction:

19
20 S. 19th St.*, 91st Ave. W.*, S. 21st St./SR-509* and I-705*, S. 18th St., Sheridan Ave*, S.
21 23rd St.*, S. 25th St.*, S. 27th St.*, S. 4th St.*, S. J. St.*, S. I. St.*, St. Paul Avenue*, E. 15th
22 St.*, Lincoln Avenue*, River Street*, and Portland Avenue* shall remain fully open to
23 vehicular and pedestrian traffic at all times.
24

25 No work is permitted to occur within the City's various business districts and downtown
26 areas during the period from November 23, 2023 through January 1, 2024.
27

28 **EXCEPTION:**

- 29
30
- 31 • Alleys may be closed during construction/restoration, but should allow for
32 access from one end or the other if practicable. If the alley provides exclusive
33 access to properties with no other access means, then any proposed closure
34 of the alley (or situation in which property access is restricted and/or at least
35 10 feet of the alleyway cannot be maintained as passable) must be coordinated
36 with the affected property owners (and City services who might use the alley)
37 at least 10 calendar days in advance to determine an acceptable
38 date/time/duration for the work. Closures for a given alley shall not extend
39 across intersecting roadways nor include sequential segments of alley at the
40 same time. Contractor shall reopen alleys at the conclusion of each work shift,
41 or if the work requires continuous closure provisions, then affected properties
42 shall be contacted at least 10 calendar days in advance and access
43 arrangements made to the extent possible with respect to completing the
44 scope of work. Prior to work in alleyways, the Contractor shall contact Solid
45 Waste Department at 253-591-5544 at least 5 working days in advance
46 regarding potential impacts to solid waste pickup. It is recommended that the
47 Contractor schedule work in alleys around refuse pickup days or provide
measures to accommodate pickup around the construction activities.

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- Non-arterial roadways can be closed to through traffic, although paralleling non-arterial closures are not permitted concurrently. Local traffic and property access shall be maintained at all times, and when in proximity to (in-session) schools and/or working on arrival/departure routes for (in-session) schools, the working times shall be limited to 9:30 AM and 2:30 PM on weekdays (school days) or on weekends from 9 AM to 9 PM or from 9 PM to 5 AM (with noise variance approval). Contractor shall reopen the street and all parking areas at the conclusion of each work shift.
- 9
- Work being performed on non-arterial streets that create an encroachment into an intersecting arterial roadway may only do so with proper temporary traffic control provisions, which include maintaining two-way traffic in separate lanes, and only from 9 AM to 3 PM.
- 10
- 11
- 12
- Two-way (as applicable) traffic in separate lanes along all arterial streets (those identified with an “*” in the list at the beginning of this section) must be maintained as a default traffic control objective (exceptions are identified below). Any work/work zone within an arterial roadway that requires a shift of travel lanes (in order to maintain two-way traffic) is restricted to doing so only from 9 AM to 3 PM (or from 9 PM to 5 AM with approved noise variance) and must have written confirmation from the contractor that proper roadway vertical and horizontal clearances are available (or can be made available through contractor’s means) within the proposed roadway space to be used for moving traffic. Any work/work zone within an arterial roadway that only impacts parking is permitted to be in effect from 7 AM to 5 PM (or 9 PM to 5 AM with approved noise variance) with proper 72-hour (minimum) advance notice of parking restrictions.
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- Exceptions:
- Two-way, one-lane flagger control (and potential complementary detour relying on the arterial roadway network) on an arterial will only be considered (with provided supporting reasons) during off-peak hours (including night time with approved noise variance) when no other means to conduct the work is possible, with specific working times (e.g., limited daytime working hours or possibly night-only times with approved noise variance) to be determined on a case-by-case basis. Additional traffic control provisions, such as advance PCMS deployment, may be required depending on the situation/particular arterial roadway. Contractor shall reopen the roadway and all parking areas at the conclusion of each work shift.
 - Any proposed closure of an intersection and/or roadway, including an arterial roadway if one direction of traffic flow is able to be maintained, can be considered in extenuating circumstances (and with provided supporting reasons) with at least 10 working days’ notice and proposed traffic control/detour plan. Depending on the location, temporary traffic control provisions may include, but is not limited to, advance notification (minimum 7 days) to City departments, other agencies, and affected businesses; advance notice (by a minimum of 7 days), and continued

1 during for the work duration, to the traveling public via PCMS; and a
2 signed detour utilizing pre-approved roadways (an arterial route must
3 be available if proposing to directionally close an arterial roadway or
4 intersection). Contractor shall fully reopen the roadway/intersection at
5 the conclusion of each work day (or shift) and cover/remove any
6 associated traffic control/detour signing. Concurrent closures, whether
7 a part of this project or overlapping from potential other
8 projects/construction, of this nature within the same general area will
9 not permitted.

- 10 • Even if adjacent roadway vehicle traffic is closed/restricted, there shall be at
11 least one parallel pedestrian route (equivalent accessibility to the pre-existing
12 conditions) that is available to traverse along the closed roadway. Regardless
13 of the roadway control provisions, if any pedestrian route cannot be maintained
14 (with adequate supporting reasoning), then a signed pedestrian detour route
15 (or pedestrian bypass meeting or exceeding City's requirements) must be
16 established and approved by the City.
- 17 • Any work/traffic control provision that affects pedestrian accessibility at a given
18 corner of an intersection must be limited to that given corner, with the remaining
19 three corners at the intersection (at a minimum) being used to facilitate a
20 pedestrian detour, until full accessibility or an accessible connection with at
21 least one other corner can be re-established. Regardless of location/situation,
22 any temporary pedestrian access path/route that may be employed shall
23 provide equivalent to, or better, accessibility than the unavailable path/route in
24 accordance with the Americans with Disabilities Act and the Proposed
25 Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way
26 (PROWAG).
- 27 • Any one-way roadways impacted by work/work zone/temporary traffic control
28 provisions may require additional provisions or specific working times based
29 on preserving property access at all times.
- 30 • Any work on South J Street and associated Division Avenue must be
31 coordinated at least two weeks in advance with the City/Sound Transit Hilltop
32 Link Extension (HTLE) project for any potential work zone conflicts. If there is
33 a determined conflict, efforts will be made to allow for concurrent work, but if it
34 is not practical to do so, the HTLE project will have priority.
- 35 • Any work on I-705 and S. 21st Street must be coordinated with the City and will
36 require permitting/concurrence from the Washington State Department of
37 Transportation.
- 38 • Any work within 50 feet of the centerline of railroad tracks will require flagging,
39 training, insurance, operational limits, safety, etc. for working near the active
40 railroad tracks per the permit and railroad protective liability insurance
41 requirements.

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

6
7 Contractor must provide proper advance notice per the City of Tacoma Traffic Control
8 Handbook prior to any traffic revisions.

9
10 To minimize the disruption to access to adjacent properties/businesses, and to Pierce
11 Transit operations, the lane closure area shall be limited to that area of active work and
12 necessary for appropriate lane closure tapers. The Contractor shall stage work to
13 maintain access to and egress from all properties at all times. This could require
14 multiday advance coordination with businesses that have specific access needs during
15 construction, which could result in night work.

16
17 A safe pedestrian access shall be provided at all times through the project area. All lane
18 closures shall be coordinated with the adjacent businesses, other contractors working
19 within the project vicinity, local transit agencies and the City.

20
21 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the
22 construction work, parking may be restricted either entirely or during the time when it
23 creates a hazard. Signs for restricting parking shall be approved by the City and placed
24 by the Contractor. The Contractor shall be responsible for and shall maintain all such
25 signs. The replacement of signs restricting parking shall be as approved by the
26 Engineer.

27
28 The Contractor shall notify and coordinate with all property owners, business owners,
29 and tenants of detours, street and alley closures, or other restrictions that may interfere
30 with their access. Notification shall be at least twenty-four (24) hours in advance for
31 residential property, and at least forty-eight (48) hours in advance for commercial
32 property.

33
34 Emergency traffic, such as police, fire, and disaster units, shall be provided access at all
35 times. In addition, the Contractor shall coordinate Contractor activities with all disposal
36 firms and transit bus service that may be operating in the project area.

37
38 If street closures or lane restrictions, not provided for in the Specifications, are allowed
39 subsequent to award of the contract, an equitable adjustment of the Contract amount
40 shall be negotiated.

41
42 It is the intent of the Contract to effectively prevent the deposition of debris on streets in
43 areas of public traffic or where such debris may be transported into a drainage system.
44 When construction operations are such that debris from the work is deposited on the
45 streets, the Contractor shall, at a minimum, remove on a daily basis any deposits or
46 debris which may accumulate on the roadway surface. Should daily removal be
47 insufficient to keep the streets clean, the Contractor shall perform removal operations on
48 a more frequent basis. If the Engineer determines that a more frequent cleaning is
49 impractical or if the Contractor fails to keep the streets free from deposits and debris
50 resulting from the work, the Contractor shall, upon order of the Engineer, provide

1 facilities for and remove all deposits from the tires or between wheels before trucks or
2 other equipment will be allowed to travel over paved streets. Should the Contractor fail
3 or refuse to clean the streets in question, or the trucks or equipment in question, the
4 Engineer may order the work suspended at the Contractor's risk until compliance with
5 Contractor's obligations is assured, or the Engineer may order the streets in question
6 cleaned by others and such costs incurred by the City in achieving compliance with
7 these contract requirements, including cleaning of the streets, shall be deducted from
8 moneys due or to become due the Contractor on monthly estimate. The Contractor shall
9 have no claim for delay or additional costs should the Engineer choose to suspend the
10 Contractor's work until compliance is achieved.

11
12 **1-07.23(2) Construction and Maintenance of Detours**
13 **(April 1, 2018 Tacoma GSP)**

14 *This section is supplemented with the following:*

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

30
31 The Contractor shall notify the Engineer three (3) working days in advance of
32 implementation of any street closures/detours allowed under the Contract. Advance
33 notice signing shall be placed a minimum of three (3) working days prior to
34 implementation of any street closure/detour.

35
36 A minimum of three (3) working days prior to any street closure, the Contractor shall
37 notify all entities below:

38
39 Tacoma Fire Dept. (253-591-5775)
40 Tacoma Police Dept. (253-591-5932)
41 LESA Communications Center (253-798-4721 - Opt.#2)
42 Tacoma Public Schools Transportation Office (253-571-1853)
43 Pierce Transit (253-581-8001)
44 Tacoma Environmental Services Solid Waste (253-591-5544)
45 Tacoma Public Works Engineering Division (253-591-5500)
46 Tacoma Public Works Streets and Grounds (253-591-5495)

47
48 **1-07.24 Rights of Way**
49 **(July 23, 2015 APWA GSP)**

50
51 *Delete this section and replace it with the following:*

1
2 Street Right of Way lines, limits of easements, and limits of construction permits are
3 indicated in the Plans. The Contractor's construction activities shall be confined within
4 these limits, unless arrangements for use of private property are made.

5
6 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
7 way and easements, both permanent and temporary, necessary for carrying out the
8 work. Exceptions to this are noted in the Bid Documents or will be brought to the
9 Contractor's attention by a duly issued Addendum.

10
11 Whenever any of the work is accomplished on or through property other than public
12 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any
13 easement agreement obtained by the Contracting Agency from the owner of the private
14 property. Copies of the easement agreements may be included in the Contract
15 Provisions or made available to the Contractor as soon as practical after they have been
16 obtained by the Engineer.

17
18 Whenever easements or rights of entry have not been acquired prior to advertising,
19 these areas are so noted in the Plans. The Contractor shall not proceed with any portion
20 of the work in areas where right of way, easements or rights of entry have not been
21 acquired until the Engineer certifies to the Contractor that the right of way or easement is
22 available or that the right of entry has been received. If the Contractor is delayed due to
23 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
24 entry or right of way, the Contractor will be entitled to an extension of time. The
25 Contractor agrees that such delay shall not be a breach of contract.

26
27 Each property owner shall be given 48 hours notice prior to entry by the Contractor.
28 This includes entry onto easements and private property where private improvements
29 must be adjusted.

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

45
46
47 **END OF SECTION**

48
49
50 **1-08 PROSECUTION AND PROGRESS**

1 *Add the following new section:*

2 **1-08.0 Preliminary Matters**
3 **(May 25, 2006 APWA GSP)**

4
5 **1-08.0(1) Preconstruction Conference**
6 **(October 10, 2008 APWA GSP)**

7
8 Prior to the Contractor beginning the work, a preconstruction conference will be held
9 between the Contractor, the Engineer and such other interested parties as may be
10 invited. The purpose of the preconstruction conference will be:

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

19
20 The Contractor shall prepare and submit at the preconstruction conference the following:

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

24
25 *Add the following new section:*

26 **1-08.0(2) Hours of Work**
27 **(*****)**

28
29 Except in the case of emergency or unless otherwise approved by the Contracting
30 Agency, the normal straight time working hours for the contract shall be any consecutive
31 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour
32 lunch break and a 5-day work week. The normal straight time 8-hour working period for
33 the contract shall be established at the preconstruction conference or prior to the
34 Contractor commencing the work.

35
36 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00
37 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer
38 for permission to work such times. Permission to work longer than an 8-hour period
39 between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to
40 the Engineer no later than noon on the working day prior to the day for which the
41 Contractor is requesting permission to work.

42
43 Permission to work between the hours of 9:00 p.m. and 7:00 a.m. during weekdays and
44 between the hours of 9:00 p.m. and 9:00 a.m. on weekends or holidays may also be
45 subject to noise control requirements. Approval to continue work during these hours
46 may be revoked at any time the Contractor exceeds the Contracting Agency's noise
47 control regulations or complaints are received from the public or adjoining property
48 owners regarding the noise from the Contractor's operations. The Contractor shall have
49 no claim for damages or delays should such permission be revoked for these reasons.

50

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

15
16 **EXCEPTION: Mandatory night work specified in the Plans will not be subject to**
17 **overtime payments within the agreed upon nighttime working hours.**

18
19 *Add the following new section:*

20 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**
21 **(*****)**

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

30
31 The Contractor by these specifications does hereby authorize the Engineer to deduct
32 such costs from the amount due or to become due to the Contractor.

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

39 *The eighth paragraph is revised to read:*

40
41 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
42 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms
43 that were used as subcontractors, lower tier subcontractors, manufacturers, regular
44 dealers, or service providers on the contract. This certification shall be submitted to the
45 Engineer, on the form provided by the Engineer, 20 calendar days after physical
46 completion of the contract.

47
48 *Add the following new section:*

49
50 **1-08.1(2) Subcontracting – Equity in Contracting**
51 **(*****)**

1
2 Contractor shall follow the Equity in Contracting Program included in Part III, which shall
3 be considered part of the Contract.

4
5 **1-08.4 Prosecution of Work**

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

7
8 **1-08.4 Notice to Proceed and Prosecution of Work**
9 **(July 23, 2015 APWA GSP)**

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

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

28
29 **1-08.5 Time for Completion**
30 **(March 16, 2016 Tacoma GSP)**

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

32
33 Contract time shall begin on the first working day following the Notice to Proceed Date.

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

1 *Revise the sixth paragraph to read:*
2

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

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

20
21 *This section is supplemented with the following:*
22 **(*****)**

23
24 This project shall be physically completed within **100** working days. The City will
25 consider negotiating additional contract time for the sole purpose of material
26 procurement related to supply chain issues with responsive, awarded bidder.
27

28 **1-08.9 Liquidated Damages**
29 **(March 3, 2021 APWA GSP, Option B)**
30

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

32
33 Accordingly, the Contractor agrees:

- 34
35 1. To pay (according to the following formula) liquidated damages for each
36 working day beyond the number of working days established for Physical
37 Completion, and
- 38
39 2. To authorize the Engineer to deduct these liquidated damages from any
40 money due or coming due to the Contractor.

41
42 **Liquidated Damages Formula**

43
44 $LD=0.15C/T$
45

46 Where:

47
48 LD = liquidated damages per working day (rounded to the nearest dollar)
49 C = original Contract amount

1 T = original time for Physical Completion
2

3 When the Contract Work has progressed to Substantial Completion as defined in the
4 Contract, the Engineer may determine the Contract Work is Substantially Complete.
5 The Engineer will notify the Contractor in writing of the Substantial Completion Date.
6 For overruns in Contract time occurring after the date so established, the formula for
7 liquidated damages shown above will not apply. For overruns in Contract time
8 occurring after the Substantial Completion Date, liquidated damages shall be
9 assessed on the basis of direct engineering and related costs assignable to the
10 project until the actual Physical Completion Date of all the Contract Work. The
11 Contractor shall complete the remaining Work as promptly as possible. Upon request
12 by the Project Engineer, the Contractor shall furnish a written schedule for
13 completing the physical Work on the Contract.
14

15
16 **END OF SECTION**
17

18
19 **1-09 MEASUREMENT AND PAYMENT**
20

21 **1-09.6 Force Account**
22 **(October 10, 2008 APWA GSP)**

23 *Supplement this Section with the following:*
24

25 The Contracting Agency has estimated and included in the Proposal, dollar amounts for
26 all items to be paid per force account, only to provide a common proposal for Bidders.
27 All such dollar amounts are to become a part of Contractor's total bid. However, the
28 Contracting Agency does not warrant expressly or by implication, that the actual amount
29 of work will correspond with those estimates. Payment will be made on the basis of the
30 amount of work actually authorized by Engineer.
31

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

33 *Item #3 of this Section is supplemented with the following:*
34

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

44 **1-09.9 Payments**
45 **(March 13, 2012 APWA GSP)**
46

47 *Delete the first four paragraphs and replace them with the following:*
48

49 The basis of payment will be the actual quantities of Work performed according to the
50 Contract and as specified for payment.
51

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

8
9 Progress payments for completed work and material on hand will be based upon
10 progress estimates prepared by the Engineer. A progress estimate cutoff date will be
11 established at the preconstruction conference.

12
13 The initial progress estimate will be made not later than 30 days after the Contractor
14 commences the work, and successive progress estimates will be made every month
15 thereafter until the Completion Date. Progress estimates made during progress of the
16 work are tentative, and made only for the purpose of determining progress payments.
17 The progress estimates are subject to change at any time prior to the calculation of the
18 final payment.

19
20 The value of the progress estimate will be the sum of the following:

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

30
31 Progress payments will be made in accordance with the progress estimate less:

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

36
37 Progress payments for work performed shall not be evidence of acceptable performance
38 or an admission by the Contracting Agency that any work has been satisfactorily
39 completed. The determination of payments under the contract will be final in accordance
40 with Section 1-05.1.

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

44
45 Breakdowns of all lump sum items shall be provided for all lump sum items and shall
46 include all costs for labor, equipment, materials, and taxes (as applicable) associated
47 with the lump sum item. Washington State Department of Revenue Rules 170 and 171
48 apply to lump sum items per Section 1-07.2 of the WSDOT State Amendments to the
49 Standard Specifications.

1
2 Stockpiled Material - The point of acceptance of stockpiled material for payment and
3 quality shall be at the time of incorporation into the contract.
4

5 **1-09.9(1) Retainage**
6 **(May 10, 2006 Tacoma GSP)**

7 *The fourth paragraph is supplemented with the following:*
8

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

12 **1-09.13(3)A Arbitration General**
13 **(January 19, 2022 APWA GSP)**
14

15 *Revise the third paragraph to read:*
16

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

25
26 **END OF SECTION**
27

28
29 **1-10 TEMPORARY TRAFFIC CONTROL**
30

31 **1-10.1(2) Description**
32 **(July 22, 2019 Tacoma GSP)**

33 *The first sentence of the fourth paragraph is revised to read:*
34

35 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times
36 except when Work requires closure(s) that have been requested and approved in
37 accordance with section 1-10.2(2).
38

39 *The third sentence of the fourth paragraph is revised to read:*
40

41 Approved lane and ramp closures shall be for the minimum time required to complete
42 the Work.
43

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

46 Only uniformed off-duty police officers shall be used to control traffic when it is
47 necessary to override or provide traffic control at signalized intersections. Off-duty City
48 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma
49 PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by
50 contacting the Tacoma PD first as stated below.
51

1 The City will make all necessary temporary adjustments to existing traffic signals and
2 traffic signal activators.

3
4 Existing signs shall not be removed until the Contractor has provided for temporary
5 measures sufficient to safeguard and direct traffic after existing signs have been
6 removed. Preservation of temporary traffic control and street name signs shall be the
7 sole responsibility of the Contractor.

8
9 As the work progresses and permits, temporarily relocated and/or removed traffic signs
10 shall be reset in their permanent location. Permanent signs and other traffic control
11 devices damaged or lost by the Contractor shall be replaced or repaired at the
12 Contractor's expense.

13 14 **1-10.2 Traffic Control Management**

15 16 **1-10.2(1) General** 17 **(October 3, 2022, WSDOT GSP)**

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

19
20 The Traffic Control Supervisor shall be certified by one of the following:

21
22 The Northwest Laborers-Employers Training Trust
23 27055 Ohio Ave.
24 Kingston, WA 98346
25 (360) 297-3035
26 <https://www.nwlett.edu>

27
28 Evergreen Safety Council
29 12545 135th Ave. NE
30 Kirkland, WA 98034-8709
31 1-800-521-0778
32 <https://www.esc.org>

33
34 The American Traffic Safety Services Association
35 15 Riverside Parkway, Suite 100
36 Fredericksburg, Virginia 22406-1022
37 Training Dept. Toll Free (877) 642-4637
38 Phone: (540) 368-1701
39 <https://altssa.com/training>

40
41 Integrity Safety
42 13912 NE 20th Ave.
43 Vancouver WA 98686
44 (360) 574-6071
45 <https://www.integritysafety.com>

46
47 US Safety Alliance
48 (904) 705-5660
49 <https://www.ussafetyalliance.com>

50
51 K&D Services Inc.

1 2719 Rockefeller Ave. Everett, WA 98201
2 (800) 343-4049
3 <https://www.kndservices.net>

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

6
7 **Stormwater Segment #6267695, Wastewater Segment #6257311 and Wastewater**
8 **Segment #6265712 (St. Paul Avenue)**

9
10 The Contractor and subcontractors employed by the City to perform the construction
11 work within 50 feet of the centerline of the Union Pacific railroad tracks in St. Paul
12 Avenue shall comply with all requirements of Federal Railroad Administration regulations
13 regarding railroad workplace safety included in Title 49, Part 214 of the Code of Federal
14 Regulations.

15
16 The Contractor will be required to notify Union Pacific Railroad whenever work needs to
17 be done within 50 feet of the centerline of tracks. The final decision as to the number
18 and location of flagger(s) that will be required for the work will be made by Union
19 Pacific. Repeated instances where the flaggers are scheduled and no effective work
20 occurs will be considered when reviewing change order requests.

21
22 **Stormwater Segment #6261350 (S. 21st St. From Pacific Ave. to I-705)**

23
24 S. 21st St. and I-705 require additional WSDOT permitting/concurrence with advance
25 signing of the work zones and to operate in the shoulder/median spaces. The WSDOT
26 general permit application can be found here at this link: [224-698.pdf \(wa.gov\)](#) . The
27 Contractor shall anticipate up to 4 weeks to complete the review once submitted with the
28 traffic control plans. For additional information to complete the general permit, contact
29 Andy Larson at LarsonA@wsdot.wa.gov . A copy of the WSDOT General Permit is
30 attached in Appendix C of these Special Provisions.

31
32 *Section 1-10.3 is supplemented with the following:*

33
34 **Signalized Intersections**
35 **(August 15, 2019 Tacoma GSP)**

36
37 When construction operations are such that an existing traffic signal is required to be
38 overridden to allow for traffic control measures, only a uniformed off-duty police officer
39 shall override the signal.

40
41 All off-duty officers shall be commissioned within the State of Washington.

42
43 Tacoma Police Department officers shall be the first choice for traffic control that
44 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The
45 Contractor shall first contact Tacoma Police Department, Special Events Sergeant, to
46 schedule police officers for the specified traffic control duty.

47
48 Tacoma Police Department
49 Special Events Sergeant
50 (253) 591-5932
51 TacomaPoliceEvents@ci.tacoma.wa.us

1
2 The Contractor shall request officers at least 48 hours in advance for scheduling, unless
3 an exception is approved by the Engineer.
4

5 The Contractor shall immediately notify the Engineer in writing if Tacoma PD cannot
6 supply officers for the requested date(s). The Contractor shall include the written
7 response from Tacoma PD and state the preference to either postpone the affected
8 Work or request officers from other State of Washington jurisdictions. Using officers
9 from other jurisdictions must be approved by the Engineer.
10

11 The Contractor will not be compensated for any off-duty officers from other jurisdictions
12 performing traffic control without prior approval from the Engineer, and the Contracting
13 Agency may stop work in accordance with Section 1-08.6, "Suspension of Work".
14

15 **1-10.3(1)A Flaggers**

16 *This heading is revised to read:*
17

18 **1-10.3(1)A Flaggers and Spotters**

19 **(*****)**
20

21 *This section is supplemented with the following:*
22

23 The Contractor shall provide a spotter where needed and when indicated on the Plans
24 and/or with these Specifications. The spotter's sole duties are as follows: the spotter shall
25 walk ahead of the construction vehicle in the direction of vehicle travel to ensure no
26 student, school employee, school visitors, or other pedestrians are in the path of vehicle
27 travel, as well as exclusively assisting with the navigation of pedestrians through, around,
28 adjacent to, and/or through the work zone or adjoining traffic control areas as indicated in
29 the traffic control plans or as directed to do so on-site. In the course of these
30 responsibilities, the spotter shall signal the vehicle to stop should a student, school
31 employee, visitor, or other pedestrian be in the immediate path of the vehicle. The vehicle
32 shall remain stopped under the direction of the spotter until all pedestrians are out of the
33 immediate path of the vehicle. Spotters shall assist pedestrians through the construction
34 zone as needed.
35

36 **See Special Provisions Section 8-30 for Railroad Safety & Coordination with Union**
37 **Pacific Railroad for flagging requirements.**
38

39 **1-10.3(1)B Other Traffic Control Labor**

40 *This section is revised to read:*
41

42 In addition to flagging duties, the Contractor shall provide personnel for all other traffic
43 control procedures required by the construction operations and for the labor and
44 equipment to install, maintain, and remove any traffic control devices shown on Traffic
45 Control Plans.
46

47 **1-10.3(3)A Construction Signs**

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

49 *The fifth paragraph is revised to read:*
50

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

4
5 **1-10.3(3)C Portable Changeable Message Sign**
6 **(*****)**

7 *This section is supplemented with the following:*

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

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

24
25 **1-10.4 Measurement**

26
27 **1-10.4(2) Item Bids with Lump Sum for Incidentals**
28 **(January 11, 2006 Tacoma GSP)**

29 *This section is supplemented with the following:*

30
31 No unit of measure will apply to the position of traffic control manager and it will be
32 considered included in other unit contract prices in the Bid Proposal.

33
34 "Uniformed Police Officer for Traffic Control" will be measured by the hour. Portions of
35 an hour will be rounded up to a whole hour.

36
37 **1-10.5 Payment**

38
39 **1-10.5(2) Item Bids with Lump Sum for Incidentals**
40 **(January 11, 2006 Tacoma GSP)**

41 *This section is supplemented with the following:*

42
43 "Uniformed Police Officer for Traffic Control", per hour

44
45 The unit contract price, when applied to the number of units measured for this item in
46 accordance with Section 1-10.4(2), shall be full compensation for all cost incurred by the
47 Contractor in performing the work in accordance with Section 1-10.3.

48
49
50 **END OF SECTION**

1
2 **2-07 WATERING**
3 **(August 3, 2009 Tacoma GSP)**

4
5 **2-07.3 Construction Requirements**

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

7
8 The Engineer may direct that the Contractor apply water during non-working hours such
9 as evenings, weekends, or recognized holidays.

10
11 *Section 2-07.3 is supplemented with the following:*

12
13 **2-07.3(1) Water Supplied from Hydrants**

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

20
21 Water supplied from hydrants governed by Tacoma Water shall be used in strict
22 compliance with the "Operating Procedures for the use of Water Division Hydrants"
23 available at the Tacoma Water Permit Counter.

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

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

34
35
36 **END OF SECTION**

37
38
39 **2-14 PAVEMENT REMOVAL**
40 **(*****)**

41
42 **2-14.1 Description**

43
44 The Work described in this section includes the removal and disposal of all various
45 pavement surfaces identified on the Plans or as marked in the field for the
46 improvements.

47
48 **2-14.4 Measurement**

49
50 Pavement removal will be paid by force account as provided in Section 1-09.6.

1 **2-14.5 Payment**

2
3 Pavement removal will be included in the bid item "Bury Bypass Across River Street"
4 and "Bury Bypass Across Driveway" in Special Provisions Section 7-08, included in the
5 bid item "Open-Cut Point Repair for Host Sewer Pipe" in Special Provisions Section 7-20
6 and included in the bid item "Cone Removal and Replacement (including Pavement
7 Restoration)" in Special Provisions Section 7-21. Pavement removal will be paid by
8 force account in accordance with Section 1-09.6.

9
10 All costs for pavement removal for the correction of a failed liner installed by the
11 Contractor shall be at the Contractor's expense, in a manner approved by the Engineer.
12

13
14 **END OF SECTION**

15
16
17 **3-04 ACCEPTANCE OF AGGREGATE**
18 **(April 1, 2012 Tacoma GSP)**

19
20 **3-04.1 Description**

21 *The first and third paragraphs are deleted.*

22
23 *The fourth paragraph is revised to read:*

24
25 Nonstatistical evaluation will be used for the acceptance of aggregate materials.
26

27 **3-04.3(1) General**

28 *The first sentence is revised to read:*

29
30 For the purpose of acceptance sampling and testing, all test results obtained for a
31 material type will be evaluated collectively.
32

33 **3-04.3(4) Testing Results**

34 *This section is replaced with the following:*

35
36 The results of all acceptance testing will be provided by the City's Project Engineer
37 within 3 working days of testing.
38

39 **3-04.3(6) Statistical Evaluation**

40 *This section is deleted:*

41
42
43 **END OF SECTION**

44
45
46 **4-04 BALLAST AND CRUSHED SURFACING**
47 **(*****)**

48
49 **4-04.2 Materials**

50 *This section is revised to read:*
51

1	Crushed Surfacing Top Course	9-03.9(3)
2	Crushed Surfacing Base Course	9-03.9(3)

3
4
5
6
7

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

Supplement this section with the following:

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

11
12

4-04.4 Measurement

13
14

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

15
16

4-04.5 Payment

17
18

This section is supplemented with the following:

19
20
21
22
23
24
25
26

All costs for labor, equipment, and materials required to furnish, place, water, and compact the crushed surfacing materials to complete the work for the bid item “Bury Bypass Across River Street” and “Bury Bypass Across Driveway” in Special Provisions Section 7-08, to complete the work for the bid item “Open-Cut Point Repair for Host Sewer Pipe” in Special Provisions Section 7-20, and to complete the work in “Cone Removal and Replacement (including Pavement Restoration)” in Special Provisions Section 7-21 will be paid by force account in accordance with Section 1-09.6.

27
28

END OF SECTION

29
30

5-04 HOT MIX ASPHALT

31
32

(***)**

This Section is revised according to the following overriding provisions:

33
34
35
36
37
38
39
40

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

41
42
43
44
45

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

46
47
48
49
50

- The Contracting Agency shall not be required to perform statistical analysis of any acceptance test results.
- Quantities for sublots and lots shall be as determined by the Engineer. If test results are found not to be within specification requirements, additional testing as needed to determine a CPF may be performed.

- The Contracting Agency shall not be required to make price adjustments based on pay factors and composite pay factors.

5-04.2 Materials

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

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

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

This section is revised to read:

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

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

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

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

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

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

**The mix design shall be performed by a lab accredited by a national authority such as Laboratory Accreditation Bureau, L-A-B for Construction Materials

1 Testing, The Construction Materials Engineering Council (CMEC's) ISO 17025 or
2 AASHTO Accreditation Program (AAP) and shall supply evidence of participation
3 in the AASHTO resource proficiency sample program.
4

5 At the discretion of the Engineer, the Contracting Agency may accept verified mix
6 designs older than 12 months from the original verification date with a
7 certification from the Contractor that the materials and sources are the same as
8 those shown on the original mix design.
9

10 For the use of Commercial HMA, the Contractor shall select a class of HMA and
11 design level of Equivalent Single Axle Loads (ESAL's) appropriate for the
12 required use. Commercial HMA can be accepted by a Contractor certificate of
13 compliance letter stating the material meets the HMA requirements defined in the
14 Contract.

15
16 **5-04.2(2)B Using HMA Additives**
17 **(April 1, 2018 Tacoma GSP)**

18 *This section is revised to read:*
19

20 The Contractor may, at the Contractor's discretion, elect to use additives that
21 reduce the optimum mixing temperature or serve as a compaction aid for
22 producing HMA. Additives include organic additives, chemical additives and
23 foaming processes. The use of Additives is subject to the following:
24

- 25 • Do not use additives that reduce the mixing temperature in the production
26 of High RAP/Any RAS mixtures.
27
- 28 • Before using additives, obtain the Engineer's approval using WSDOT
29 Form 350-076 to describe the proposed additive and process.
30

31 **5-04.3 Construction Requirements**
32

33 **5-04.3(2) Paving Under Traffic**
34 **(April 1, 2018 Tacoma GSP)**

35 *The second paragraph is supplemented with the following:*
36

37 No traffic shall be allowed on any newly placed pavement without the approval of
38 the Engineer.
39

40 **5-04.3(3)C Pavers**
41 **(April 1, 2018 Tacoma GSP)**

42 *The second paragraph is deleted.*
43

44 **5-04.3(4)C Pavement Repair**
45 **(April 1, 2018 Tacoma GSP)**

46 *This section is revised to read:*
47

48 Pavement repair shall be in accordance with the City of Tacoma Right-of-Way
49 Restoration Policy found at:
50

1 [https://www.cityoftacoma.org/government/city_departments/public_works/right-](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way)
2 [of-way](https://www.cityoftacoma.org/government/city_departments/public_works/right-of-way)

3
4 Pavement repair consists of asphalt concrete saw-cutting, removing asphalt
5 concrete pavement, removing crushed surfacing and subgrade, and installing
6 Construction Geotextile for Separation, placing crushed surfacing top course
7 over the Construction Geotextile, and HMA in accordance with the Contract or as
8 directed by the Engineer.

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

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

21
22 **5-04.3(6) Mixing**
23 **(Aug 1, 2020 Tacoma GSP)**

24 *The first paragraph is revised to read:*

25
26 The asphalt supplier shall add any recycling agent and anti-stripping additive to
27 the liquid asphalt binder prior to shipment to the asphalt mixing plant, when the
28 mix design includes these additives. The Contractor shall submit the anti-
29 stripping additive amount and the manufacturer's certification, together with the
30 HMA mix design submittal in accordance with Section 5-04.2. Paving shall not
31 begin before the anti-stripping additive submittal is accepted by the Engineer.

32
33 **5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA**
34 **(Aug 1, 2020 Tacoma GSP)**

35 *This section is revised to read:*

36
37 Sample aggregate in accordance with Section 3-04 prior to being incorporated
38 into HMA. The Contracting Agency shall evaluate the aggregate according to
39 Special Provision 3-04. Aggregate contributed from RAP or RAS shall not be
40 evaluated under Section 3-04.

41
42 The combined aggregate bulk specific gravity (Gsb) blend as shown on the HMA
43 Mix Design report or evaluation report per Special Provision 5-04.2(2) will be
44 used for VMA calculations. The Contracting Agency shall not be required to
45 perform a Gsb test.

46
47 **5-04.3(9) HMA Mixture Acceptance**
48 **(April 1, 2018 Tacoma GSP)**

49 *The first paragraph is revised to read:*

50

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

4
5 **5-04.3(9)A Test Sections**
6 **(April 1, 2018 Tacoma GSP)**

7 *The first paragraph is revised to read:*

8
9 At the start of paving, if requested by the Contractor, a compaction test section
10 shall be constructed as directed by the Engineer to determine the compactibility
11 of the mix design. Compactibility shall be based on the ability of the mix to attain
12 the specified minimum density (91 percent of the maximum density determined
13 by WSDOT SOP 729, and FOP for AASHTO T 209).

14
15 Following determination of compactibility, the Contractor is responsible for the
16 control of the compaction effort. If the Contractor does not request a test section,
17 the mix will be considered compactible. See also Section 5-04.3(10)C2.

18
19 The Contractor shall also construct a test section when requested by the
20 Engineer. Test sections that are in complete compliance with the requirements
21 of Section 5-04 can be incorporated into the Work, and shall be included in the
22 quantities for related Bid Items; otherwise, the Contractor shall remove the
23 defective pavement in failed test sections as determined by the Engineer and at
24 no cost to the Contracting Agency. The Contracting Agency will only pay for
25 HMA pavement that is accepted and incorporated into the project at the
26 discretion of the Engineer. See also Section 5-04.3(10)C2.

27
28 *The second paragraph is revised to read:*

29
30 The purpose of a test section is to determine whether or not the Contractor's mix
31 design and production processes will produce HMA meeting the Contract
32 requirements related to mixture. Construct HMA mixture test sections at the
33 beginning of paving, using at least 100 tons and a maximum of 800 tons or as
34 specified by the Engineer. Each test section shall be constructed in one
35 continuous operation.

36
37 **5-04.3(9)B Mixture Acceptance – Statistical Evaluation**
38 **(April 1, 2018 Tacoma GSP)**

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

40 **5-04.3(9)B Mixture Acceptance – Nonstatistical Evaluation**

41
42 **5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots**
43 **(April 1, 2018 Tacoma GSP)**

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

45 **5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots**

46 *This section is revised to read:*

47
48 For HMA in a structural application, sampling and testing for total project
49 quantities less than 400 tons is at the discretion of the engineer. For HMA used
50 in a structural application and with a total project quantity less than 800 tons but
51 more than 400 tons, a minimum of one acceptance test shall be performed:

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

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

This section is revised to read:

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

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

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

This section is deleted.

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

This section is deleted.

1
2 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

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

4
5 **7-08.3 Construction Requirements**

6
7 **7-08.3(1)A Trenches**

8 *The tenth paragraph of this section is deleted. All dewatering requirements are found in*
9 *section 8-01.3(1)C.*

10
11 **7-08.3(1)C Bedding the Pipe**

12 *This section is supplemented with the following:*

13
14 Pipe bedding for sanitary and storm sewers shall be in accordance with City of Tacoma
15 Standard Plan No. SU-16.

16
17 **7-08.3(3) Backfilling**

18 *The second paragraph is revised to read:*

19
20 Pipe zone bedding and trench backfill shall be in accordance with City of Tacoma
21 Standard Plan No. SU-16. Recycled concrete shall not be used for pipe zone bedding,
22 pipe zone backfill, backfill above pipe zone, and extra excavation area backfill.

23
24 *Section 7-08.3 is supplemented with the following:*

25 **7-08.3(5) Temporary Bypass Pumping**

26
27 **7-08.3(5)A General Requirements**

28
29 The Contractor shall design, operate, and install a bypass pumping system to maintain
30 operation of the existing stormwater and wastewater sewer systems throughout the
31 duration of the project without any interruption of sewer service. This includes bypass
32 pumping for both the lining installation and any bypass pumping necessary to perform
33 thorough video inspections meeting the requirements of Section 7-20.3(5) for both pre
34 and post installation inspections. The Contractor shall divert all flows around each
35 segment of the pipe designated for rehabilitation. This diversion shall consist of pumping
36 flow from an upstream manhole and discharging it to a manhole downstream of the
37 rehabilitation operation. After the pipe rehabilitation work is completed and accepted by
38 the City, flow shall be returned to the rehabilitated sewer. The area affected by the
39 bypass operation shall be fully restored.

40
41 Flow from the bypass system shall be discharged into the same system downstream of
42 the work unless prior approval is obtained from the Engineer to utilize a nearby pipe
43 network. The Engineer will determine if the nearby system has capacity to receive the
44 additional bypass flow.

45
46 To determine locations of upstream and downstream manholes for bypass purposes,
47 Bidders may view pipe networks on the City of Tacoma GIS map at
48 <https://tmap.cityoftacoma.org/>. Pipe networks are viewable by navigating to the
49 intersection/street, selecting the Layer list icon in the upper right corner, and checking
50 the box adjacent to Wastewater Network.

1 Bypass pumping shall be done in such a manner as not to damage private or public
2 property, or create a nuisance or public menace. The pumped sewage or stormwater
3 shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall
4 be redirected into the appropriate sewer system. The discharge of sewage to private
5 property, city streets, sidewalks, storm sewer, or any location other than an approved
6 sanitary sewer is prohibited. The Contractor shall be liable for all cleanup, damages, and
7 resultant fines should the Contractor's operation cause any backups, overflows, or
8 property damage.

9
10 The Contractor shall be required to test the bypass pumping system in the presence of
11 the Engineer prior to taking any sewer system out of service.

12
13 Silenced pumps shall be used in all areas of night time work to minimize noise disruption
14 and meet the noise control requirements of Tacoma Municipal Code Chapter 8.122.

15
16 The Contractor may use lay-flat hose to bypass storm and sanitary sewers. The
17 Contractor shall ensure that sewage spills do not occur with the use of lay flat hoses. If
18 sewage spills occur, the Contractor will be required to use hard pipe for all sanitary
19 sewers.

20 21 **7-08.3(5)B Backup Equipment and Monitoring**

22
23 Bypass pumping shall be scheduled for continuous operation with back-up pumps,
24 generators, and other equipment available on-site at all times for periods of maintenance
25 and refueling or failure of the primary bypass pump(s). The Contractor shall provide
26 experienced monitoring personnel on site at all times to verify the bypass pumping
27 system remains functional. These individuals shall have the experience to operate and
28 maintain the bypass system to ensure there is continuous operation of the bypass
29 system.

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 at the time CIPP
34 installation is to occur. Flow can increase significantly during rain events and remain
35 increased for several days after rain events in both stormwater and wastewater sewer
36 pipes. If flow is greater than full pipe, the Contractor may elect to wait for flow conditions
37 to decrease prior to removing the subject line from service. Working days may be
38 adjusted per Specification 1-08.5.

39
40 Once the Contractor removes a pipe from service, the Contractor is responsible for
41 bypassing all flow in the system, even if the system surcharges and exceeds full pipe
42 capacity, until the line is returned to service.

43
44 **The Contracting Agency has calculated the full pipe flow for the following**
45 **individual segments (for informational purposes only); however, some water**
46 **levels were observed in August 2022 and reported herein:**

47 48 **Wastewater Main Segments in St. Paul Avenue and Portland Avenue**

- 49 A. Segment #6257282 15-Inch Diameter 1,000 gpm
50 B. Segment #6255295 18-Inch Diameter 1,270 gpm
51 C. Segment #6257311 18-Inch Diameter 1,175 gpm

- 1 D. Segment #6255498 18-Inch Diameter 1,575 gpm
- 2 E. Segment #6257322 18-Inch Diameter 1,600 gpm
- 3 F. Segment #6257355 18-Inch Diameter 1,575 gpm
- 4 G. Segment #6265712 18-Inch Diameter 1,565 gpm
- 5 H. Segment #6258395 18-Inch Diameter 1,600 gpm; observed 4" water
- 6 level in August 2022 in downstream wastewater MH#6771014
- 7 I. Segment #6257924 18-Inch Diameter 2,700 gpm
- 8 J. Segment #6256844 18-Inch Diameter 775 gpm
- 9 K. Segment #6259081 18-Inch Diameter 1,600 gpm
- 10 L. Segment #6259091 18-Inch Diameter 1,800 gpm; observed 17" water
- 11 level in August 2022 in downstream wastewater MH #6771039
- 12

13 **Stormwater Main Segments in S. 19th St. From 91st Ave W and S. Wilton Rd, S 21st.**
 14 **From Pacific Ave. to I-705, S. Puget Sound Ave. to S. 18th St. & Union Ave to**
 15 **Lawrence St., Sheridan Ave. from S 23rd St. to S. 27th St.**

- 16 A. Segment #6294990 48-Inch Diameter 46,900 gpm; observed 1.5" water
- 17 level in August 2022 in downstream stormwater MH #6781743
- 18 B. Segment #6261350 30-Inch Diameter 50,400 gpm; observed 2" water
- 19 level in adjacent 42" RCP in downstream stormwater MH #6767476 in
- 20 Dock Street under SR 509
- 21 C. Segment #6261645 30-Inch Diameter 7,700 gpm
- 22 D. Segment #6251416 30-Inch Diameter 9,600 gpm; observed 1" water
- 23 level in downstream stormwater MH #6750386
- 24 E. Segment #6255721 30-Inch Diameter 18,400 gpm
- 25 F. Segment #6282905 30-Inch Diameter 18,300 gpm
- 26 G. Segment #6253432 30-Inch Diameter 22,700 gpm
- 27 H. Segment #6282906 30-Inch Diameter 22,700 gpm; observed no water in
- 28 the downstream stormwater MH #6764646
- 29

30 **7-08.3(5)D Bypass Side Sewers**

31
 32 The Contractor shall coordinate activities with impacted property owners in accordance
 33 with Section 1-07.16(1). Residential property owners shall be notified that their side
 34 sewer will be out of service for a specified period of time up to a maximum of 8 hours at
 35 a time.

36
 37 If the Contractor is unable to install the pipe liner and reconnect any active side sewer(s)
 38 within the time duration specified to the property owner, bypass pumping of the side
 39 sewer to the sanitary sewer system shall be required.

40
 41 The Contractor shall verify whether service to a property is able to be interrupted prior to
 42 lining operations. When impacted properties cannot be disconnected, plugged, or
 43 subjected to any other service interruption, i.e., hospitals, care facilities, restaurants,
 44 etc., bypass pumping of the side sewer to the downstream sanitary sewer system shall
 45 be required prior to insertion of the liner system. If necessary, the contractor may install
 46 a cleanout to facilitate bypass pumping.

47
 48 **7-08.3(5)E Bypass Pumping Plan**

49
 50 The Contractor shall submit site-specific Bypass Pumping Plans for each location in
 51 accordance with Section 1-05. The Contractor's plan for bypass pumping shall be

1 reviewed by the Contracting Agency before the Contractor will be allowed to commence
2 bypass pumping. The review of the bypassing system and equipment by the Engineer
3 shall in no way relieve the Contractor of his responsibility and public liability.
4

5 At a minimum, the bypass pumping plan for each location shall include the following:

- 6 1. Location of pumps and generators
- 7 2. Method, type, and size of plugs
- 8 3. Size, material, location, and method of installation of suction piping
- 9 4. Size, material, location, and method of installation of discharge piping
- 10 5. Bypass pump sizes, capacity, number of each to be on site
- 11 6. Calculations of static lift, friction losses, and flow velocity, including pump
12 performance curves showing pump operating range
- 13 7. Power generator and standby size and location
- 14 8. Method of noise control for pumps and generators to comply with the City's noise
15 ordinance, Tacoma Municipal Code Chapter 8.122 if necessary
- 16 9. Calculations for selection of bypass pumping pipe sizes
- 17 10. Method of protecting discharge manholes from erosion or damage
- 18 11. All backup equipment including pumps, hoses, generators, and pipe
- 19 12. Contractor's 24-hour emergency contact name and phone number
- 20 13. Description of proposed contingency plan and clean up method for any spills that
21 may occur.

22
23 **Bypass Pumping Plans for Wastewater Segments #6257924, #6256844, #6259081,**
24 **and #6259091 (Portland Avenue)**
25

26 The segments to be lined in St. Paul Avenue and Portland Avenue are tidally-influenced
27 and bypassing these flows will need to occur when tidal flows are low. Bypass flow
28 ramps shall not be permitted on Portland Avenue and River Street. The Contracting
29 Agency encourages the Contractor to design the above-ground bypass line from MH
30 #6771014 to discharge into the City of Tacoma's Eductor Decant Facility located at 2101
31 Cleveland Way with two buried bypass crossing locations.
32

33 The bypass pumping plans shall include the buried bypass lines across River Street and
34 across a driveway at 2018 Portland Avenue. The Contractor shall include a working
35 drawing with the bypass plans and references the Project Temporary Traffic Control Plan
36 for completing this work. Pipe installation shall be per City of Tacoma Standard Plan SU-
37 16. Pavement restoration at each buried bypass pipe location shall be completed per City
38 of Tacoma Standard Plans and per these Specifications.
39

40 Burying of the bypass line inside a pipe sleeve across River Street will occur approximately
41 150 linear feet north of the existing Union Pacific railroad tracks. The estimated 60 ft, 12-
42 inch diameter PVC SDR35 pipe sleeve shall be buried with a minimum cover of at least 3
43 feet. The temporary bypass line will be removed from the pipe sleeve when all bypass
44 pumping work is completed. The pipe sleeve will be capped at each end, backfilled, and
45 pavement repaired. Roadside restoration, erosion control, and complying with the
46 SWPPP will be included with the open-cut work.
47

48 Burying of the bypass line inside a pipe sleeve across the asphalt driveway for 2018
49 Portland Avenue shall be conducted between 3:30 PM through 6:00 AM on weekdays or
50 on the weekend. The estimated 46 ft, 12-inch diameter PVC SDR35 pipe sleeve shall be
51 buried with a minimum cover of 3 feet. The temporary bypass line will be removed from

1 the pipe sleeve when all bypass pumping work is completed. The pipe sleeve will be
2 capped at each end, backfilled, and pavement repaired. Roadside restoration, erosion
3 control, and complying with the SWPPP will be included with the open-cut work.

4
5 Contractor must coordinate the bypass line discharging into MH #6771014 with the City
6 of Tacoma's Eductor Decant Facility contact, Marshall Triplett, Maintenance Supervisor,
7 at (253) 341-1958, at minimum, 14 days in advance of work. The manhole is scheduled
8 for weekly cleaning and cannot be accessed on these dates by the Contractor for
9 bypass pumping activities in 2023:

- 10 1. June 7, 14, 21, 28
- 11 2. July 5, 12, 19, 26
- 12 3. August 2, 9, 16, 23, 30
- 13 4. September 6, 13, 20, 27

14
15 The City has constructed a flood wall and fence adjacent to wastewater manhole
16 #6771035, which will not allow for a gravity flow bypass system to this manhole.
17 Wastewater manholes #6771035 and #6771039 are located on the City's Central
18 Treatment Plant property and access to these manholes will be from the entrance gates
19 off Portland Avenue with coordination with the City.

20
21 **Bypass Pumping Plans for Wastewater Segment #6271969 (S. J. St. From Division**
22 **Avenue to S. 3rd St.), Wastewater Segment #6253181 (S. J. St. From Division**
23 **Avenue to S. 3rd St.), and Stormwater Segment #6263953 (S. 4th St. From J St. to I**
24 **St.)**

25
26 The wastewater segments #6271969 and #6253181 receive flows from the neonatal
27 wing of the hospital and the Contractor must coordinate this work prior to any work on
28 these active wastewater segments. The Contractor must include a section in the Bypass
29 Pumping Plan that specifically addresses how these wastewater segments and side
30 sewers will be bypassed. It shall be the Contractor's responsibility to verify the piping
31 connection requirements and determine the bypass system design for the wastewater
32 mains. No work shall occur until the bypass pumping plan is approved by the Engineer.

33
34 Stormwater segment #6263953 has an upstream manhole #6762797 located near the
35 emergency driveway entrance for ambulances to the Tacoma General Hospital. The
36 Contractor must coordinate access to this manhole with the hospital prior to any work on
37 this stormwater segment.

38
39 **7-08.4 Measurement**

40 *This section is supplemented with the following:*

41
42 No specific measurement shall apply to the lump sum item "Temporary ___ Sewer
43 Bypass".

44
45 No specific measurement shall apply to the lump sum item "Temporary ___ Sewer
46 Bypass Plan".

47
48 "Bypass Side Sewer" will be paid by force account in accordance with Section 1-09.6.

49
50 "Bury Bypass Across River Street" will be paid by force account in accordance with
51 Section 1-09.6.

1
2 "Bury Bypass Across Driveway" will be paid by force account in accordance with Section
3 1-09.6.

4
5 **7-08.5 Payment**

6 *This section is supplemented with the following:*

7
8 "Temporary ___ Sewer Bypass", per lump sum.

9
10 The lump sum Contract prices for "Temporary ___ Sewer Bypass" shall be full payment
11 for labor, equipment, and materials, including but not limited to, personnel, fuel,
12 monitoring, power, pumps, piping, barricades, emergency stand-by equipment,
13 trenching, surface restoration costs, and all other work necessary to maintain
14 uninterrupted storm and sanitary sewer services by bypassing the applicable sewer
15 system flows. Bypass pumping for all segments are incidental to this bid item, except,
16 for the work to bury bypass line across River Street and the work to bury bypass across
17 driveway at 2018 Portland Avenue.

18
19 "Temporary ___ Sewer Bypass Plan", per lump sum

20
21 The lump sum Contract price for "Temporary ___ Sewer Bypass Plan" shall be full pay
22 for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
23 revisions for the Temporary Bypass Plan.

24
25 "Bypass Side Sewer", by force account as provided in Section 1-09.6.

26
27 All labor, materials, and other costs associated with bypassing side sewers, including the
28 construction of cleanouts or other acceptable means of gaining access to the existing
29 side sewer outside the building to bypass flows in accordance with these Specifications
30 will be paid by force account in accordance with Section 1-09.6.

31
32 "Bury Bypass Across River Street", by force account as provided in Section 1-09.6.

33
34 All costs for labor, equipment, and materials necessary to remove pavement, furnish and
35 install pipe sleeve with capped ends, furnish, place, and compact crushed surfacing and
36 backfill materials, repair pavement, roadside restoration, provide erosion control, comply
37 with the SWPPP, and all other necessary work to complete the work in the bid item
38 "Bury Bypass Across River Street" will be paid by force account in accordance with
39 Section 1-09.6. Shoring or extra excavation to bury the pipe shall be paid for in the
40 "Shoring or Extra Excavation Class B" bid item.

41
42 "Bury Bypass Across Driveway", by force account as provided in Section 1-09.6.

43
44 All costs for labor, equipment, and materials necessary to remove pavement, furnish and
45 install pipe sleeve with capped ends, furnish, place, and compact crushed surfacing and
46 backfill materials, repair pavement, roadside restoration, provide erosion control, comply
47 with the SWPPP, and all other necessary work to complete the work in the bid item
48 "Bury Bypass Across Driveway" will be paid by force account in accordance with Section
49 1-09.6. Shoring or extra excavation to bury the pipe shall be paid for in the "Shoring or
50 Extra Excavation Class B" bid item.

51

1
2 **END OF SECTION**
3
4

5 **7-17 SANITARY SEWERS**
6 **(*****)**
7

8 **7-17.1 Description**

9 *This section is supplemented with the following:*

10
11 All references to sanitary sewer shall also mean storm sewers.

12
13 The Work will also consist of burying PVC SDR35 pipes for bypass pumping at various
14 locations within the Project.

15
16 **7-17.2 Materials**

17 *The first paragraph is revised to read:*

18
19 Pipe materials used for storm and sanitary sewers shall be as shown on plans. All
20 references to PVC shall mean Solid Wall PVC Sewer Pipe. Profile Wall PVC will not be
21 permitted.

22
23 *This section is supplemented with the following:*

24
25 Polyvinyl Chloride (PVC) Pressure Pipe (4-inches and over) 9-30.1(5)A
26

27 **7-17.3 Construction Requirements**

28
29 **7-17.3(2)A General**

30 *The first paragraph is revised to read:*

31
32 Sewers and appurtenances shall be cleaned and tested after backfilling by either
33 exfiltration or low-pressure air method at the option of the Contractor, except where the
34 ground water table is such that the Engineer may require the infiltration test.

35
36 **7-17.3(2)H Television Inspection**

37 *The first sentence is revised to read:*

38
39 The Contractor will video inspect all sanitary and storm sewers prior to paving where
40 paving occurs over sewers, or prior to final acceptance in accordance with Special
41 Provisions Section 7-20.

42
43 **7-17.4 Measurement**

44 *This section is supplemented with the following:*

45
46 Pipe zone limits are as defined in Standard Plan SU-16.

47
48 **7-17.5 Payment**

49 *This section is supplemented with the following:*

50
51 Burying bypass pipes shall be paid for in Special Provisions Section 7-08.

1
2
3 **END OF SECTION**
4
5

6 *Add the following new section:*
7

8 **7-20 PRE-INSTALLATION CLEANING, INSPECTION AND ASSESSMENT OF**
9 **SEWER LINES**
10 **(*****)**
11

12 **7-20.1 Description**
13

14 This Work shall generally consist of cleaning, removing and disposing of waste
15 materials, and performing CCTV inspections of all the sewer main segments included in
16 this project.
17

18 **7-20.2 Submittals**
19

20 **Submittals Prior to Work:**
21

22 **Example CCTV Inspection**

23 CCTV inspection work must be completed by certified National Association of
24 Sewer Service Companies (NASSCO) Pipeline Assessment and Certification
25 Program (PACP) trained operator(s) using established PACP coding and
26 observations. Coding and observations results shall be recorded and presented
27 on a per "asset" basis, manhole-to-manhole and/or structure to structure. A pipe
28 "asset" is defined as one continuous pipe from the upstream manhole to the
29 downstream manhole.
30

31 Prior to performing CCTV inspections for this project, the Contractor shall submit
32 examples of prior CCTV inspection work. This submittal shall include a Pre-
33 Installation CCTV inspection, PACP database, and associated Inspection Report,
34 and a Post-Installation CCTV inspection, PACP database, and associated
35 Inspection Report. These shall be uploaded to e-Builder® with other submittals
36 and will be reviewed by the Engineer to determine if the quality of the CCTV
37 image and the content of the inspection report is acceptable and if defects were
38 properly identified and documented on the Inspection Report.
39

40 The video files shall be recorded and submitted in MPEG-2 format and include
41 an unmodified NASSCO- PACP Certified Access Database conducted entirely in
42 digital format with electronic reference to survey. The PACP database shall
43 include the City's line segment ID as shown on the Plans. No other file format will
44 be accepted unless approved by the Engineer.
45

46 If the Contractor hires any portion of this work out to a subcontractor, the
47 subcontractor shall submit examples as described above. The videos and
48 reports shall be prepared by the Contractor who will actively be performing the
49 work.
50

1 The Contractor or subcontractor shall be responsible for modifications to
2 equipment, software, and/or inspection procedures necessary to achieve report
3 material of acceptable quality. No CIPP work shall commence prior to approval
4 of the examples by the Engineer. Once accepted, the report material shall serve
5 as a standard for the remaining work.
6

7 The CCTV Inspection shall include the following information:

- 8 • Continuous Display
- 9 • Date of Inspection
- 10 • Main segment number
- 11 • Corresponding plan sheet number
- 12 • Upstream and downstream manhole numbers
- 13 • Current distance along the mainline

14
15 **Submittals After Each Video Inspection:**

16
17 **Pre-Installation Inspection Reports**

18 The Contractor shall provide the Engineer with the Pre-Installation Inspection and
19 associated Inspection Report for each sewer main segment.
20

21 The Pre-Installation Inspection and associated Inspection Report for a sewer main
22 segment shall be submitted to the Engineer at least five (5) working days prior to
23 requesting “wet-out” for that sewer main segment.
24

25 **Disposal Invoices**

26 The Contractor shall submit, to the Engineer, an invoice for each load of disposed
27 waste materials from the disposal location. All costs associated with the removal,
28 transportation, and disposal of the waste materials shall be included in the per ton
29 Contract price for “Disposal of Waste Materials”.
30

31 **7-20.3 Construction Requirements**

32
33 **7-20.3(1) Equipment**

34
35 **Cleaning Equipment**

36 Cleaning equipment shall be capable of removing dirt, grease, rocks, sand, roots and
37 other materials and obstructions from the sewer lines. Selection of equipment shall be
38 based on field condition such as access to manholes, quantity of debris, size of sewer
39 main pipe, condition of sewer main pipe, and pipe lining activities.
40

41 **7-20.3(2) Personnel**

42
43 All CCTV inspections shall be performed by a NASSCO-PACP Certified operator who
44 documents the date of the inspection, the condition of the pipe at each phase including
45 before and after liner installation, breaks, obstacles, and side sewers by closed circuit
46 television.
47

48 **7-20.3(3) Cleaning**

1 Prior to conducting CCTV inspection, the Contractor shall clean the sewer main
2 segment. Clean shall be defined as the removal of all accumulations including sludge,
3 dirt, sand, rocks, asphalt, concrete, grout, grease, roots, and any other solid or semi-
4 solid material existing in the pipe with 100% debris removal. It will be the Contractor's
5 responsibility to make as many cleaning passes as necessary to meet the above
6 definition of clean.

7
8 All roots shall be removed from the sewer lines. Special attention shall be used during
9 the cleaning operation to assure removal of roots from the joints and side sewer
10 connections. Procedures may include the use of mechanical equipment such as rodding
11 machines, root cutters, porcupines, and high-velocity hydro-jet cleaners. Precautions
12 shall be taken by the Contractor in the use of cleaning equipment to avoid any damage
13 to the existing pipe. Any damage of the sewer main pipe resulting from the Contractor's
14 cleaning operations, regardless of the existing condition of the pipe, shall be the
15 responsibility of the Contractor.

16
17 Sludge, roots, dirt, sand, rocks, grease, and other solids or semi-solid material resulting
18 from the cleaning operation shall be removed at the downstream manhole of the
19 segment being cleaned and disposed of in accordance with Section 7-20.3(4). Passing
20 materials from manhole section to manhole section is not permitted.

21 22 **7-20.3(4) Waste Material Disposal**

23
24 The Contractor shall dispose of all waste material removed from sewers during cleaning
25 operations at the City of Tacoma Eductor Decant Facility, located at 2101 Cleveland
26 Way, Tacoma, WA, 98421, or at another off-site location licensed to receive sewage
27 waste. Off-site locations shall be submitted to the Engineer for approval prior to any
28 disposal. No facility disposal fees will apply to the use of the City's Eductor Decant
29 Facility.

30
31 The Contractor shall submit the name, address, and telephone number of the off-site
32 disposal location along with proof, such as copies of invoices, of disposal of materials.

33
34 If the material removed from the wastewater system is suspected of being contaminated
35 (from odor or visual appearance), the Contractor shall contact the Engineer immediately
36 before disposing of the waste at either the City's facility or any other disposal facility.

37
38 Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage
39 or spillage will occur. **Under no circumstances shall sewage or solids be dumped**
40 **onto the ground surface, streets, catch basins, or storm drains.**

41
42 The Contractor shall begin work on this project with a clean and empty truck. If the
43 Contractor chooses to use trucks containing waste material from this project on any
44 another project, City or non-City, the Contractor shall first dispose of waste from this
45 project and then ensure the truck is clean and empty again prior to restarting work on
46 this project.

47 48 **Conditions of Use for the City of Tacoma Eductor Decant Facility**

- 49
50 1. The Contractor, and any subcontractor hired to perform cleaning operations,
51 shall attend a short facility orientation prior to actual use of the site at a time

1 agreed upon with the Contractor and the City's maintenance staff. Contact Sewer
2 Transmission Operations and Maintenance Division at 253-591-5585 to schedule
3 an orientation of the facility.
4

- 5 2. The facility hours are Monday - Friday from 7:00 AM - 2:30 PM and 3:30 PM -
6 4:00 PM. The facility is closed from 2:30 PM - 3:30 PM for City of Tacoma use
7 only. The Contractor shall contact the Sewer Transmission Operations and
8 Maintenance Division at 253-591-5585 a minimum of one hour prior to arrival at
9 the facility to schedule access. The Contractor may request to use the facility
10 outside of regular hours by calling the Sewer Transmission Operations and
11 Maintenance Division at 253-591-5585 between 7:00 AM and 4:00 PM, Monday
12 through Friday, a minimum of 48 hours in advance of the requested disposal date
13 and time. Any disposal requests outside of regular hours will be dependent on
14 operational requirements and staff availability at the time of the request.
- 15 3. When cleaning wastewater segments, all liquids shall be decanted as much as
16 possible from the truck back into the wastewater sewer system before dumping
17 at the Eductor Decant Facility.
18

19 **7-20.3(5) CCTV Inspection**

20 **General**

21 The Contractor shall hire a third-party television inspection company to perform
22 television inspection services on all wastewater and stormwater segments in the Plans.
23

24 The television inspection subcontractor must attend the Pre-Construction Conference in
25 order to discuss the submittal process and required formatting of videos and databases,
26 as described in this Section.
27

28 **Inspection and Video Criteria**

29 CCTV inspection work shall be completed by certified National Association of Sewer
30 Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP)
31 trained operator(s) using established PACP coding and observations. Coding and
32 observation results shall be recorded and presented on a per asset basis, from structure
33 to structure. A pipe asset is defined as one continuous pipe from the upstream structure
34 to the downstream structure. Footage shall be recorded with the starting and ending
35 points being the center of the manholes and/or catch basins, with the exception that if
36 partial segments are constructed in this Contract, including side sewers, the inspection
37 only needs to show all new work up to and including the connection to the existing pipe.
38 Inspections shall be performed after the manhole has been channeled and the camera
39 operator shall pan around and record the inside of each manhole and/or catch basin
40 constructed in this project at the start and end of each inspection. The television camera
41 shall have a resolution of 700 lines minimum and shall have a source of illumination
42 attached to it.
43

44 The video files shall be recorded and submitted in WMV format and include an
45 unmodified NASSCO-PACP Certified Access Database conducted entirely in digital
46 format with electronic reference to the survey which is intended to be imported into the
47 Contracting Agency's viewing software, GraniteNet. The PACP database must be in
48 MDB format and shall include the Contracting Agency's SAP ID for pipe segments and
49 structures. No other file formats will be accepted unless approved by the Contracting
50 Agency.
51

1 All videos and database files shall be submitted via the Internet web-based project
2 management communications tool, e-Builder® software. The Contractor shall review
3 each video and database prior to submitting to confirm formatting is correct and no pipe
4 repairs are needed.

5
6 The Contractor shall provide video identifying each pipe segment by manhole, catch
7 basin, and pipe segment SAP ID numbers. The inspection shall identify all connections,
8 general conditions of the sewer pipelines, problem areas, location of all connections or
9 problem areas by linear footage, and observations concerning the condition of the pipe
10 joints. The camera system used shall be capable of travelling up to 500 linear feet.

11
12 Although newly constructed, the sewers will likely be in service with flow present during
13 inspections. The Contractor shall clean the main within 24 hours of the CCTV
14 inspection. The lens shall remain clean and clear for the duration of the inspection.
15 Should the lens become soiled, or fogged, or otherwise impaired to any degree that
16 impedes the ability to clearly see the condition of the pipe, the inspection shall be halted
17 to clean and clear the lens. No additional compensation will be made for re-inspections
18 required by the Contracting Agency due to soiled, fogged, or otherwise impaired camera
19 lenses.

20
21 The Contractor shall maintain sufficient light levels within the main to allow for visual
22 inspection of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the
23 Contractor shall make certain that the light levels are not so bright that visual inspection
24 is impeded.

25
26 The CCTV Inspection shall be a continuous, unedited video and shall include the
27 following information:

- 28 • Date of Inspection
- 29 • Main segment number
- 30 • Upstream and downstream manhole and/or catch basin numbers
- 31 • Current distance along the mainline

32
33 In addition, the Contractor shall perform wastewater side sewer inspections where they
34 exist via a mainline camera with a lateral launching setup. The lateral launch camera
35 shall be capable of extending at least 30 feet from the main into side sewers and shall
36 include an on-screen footage counter. The quality of the side sewer inspection shall
37 meet the same requirements as the mainline camera. The lateral launch camera must
38 be self-leveling and shall also include a sonde transmitter to locate the side sewer in the
39 event of a defect. All side sewer inspections within a given segment shall be
40 incorporated into the same video and database file as the mainline inspection.

41
42 The Contractor shall bear all costs incurred in correcting any deficiencies found during
43 television inspection including the cost of any additional cleaning and television
44 inspection that may be required by the Engineer to verify the correction of said
45 deficiency.

46
47 The Contractor shall perform CCTV inspection after cleaning the sewer lines to
48 document the condition of the host pipe, verify the footages of side sewer connections,
49 and verify the lines were cleaned in accordance with these specifications.

50

1 Video footage shall be taken from center of manhole to center of manhole. If any
2 amount of the complete footage for the said segment is missing, the submittal will be
3 rejected and the Contractor shall re-inspect the segment to capture the full footage.
4

5 In order to allow for an accurate analysis of the condition of the existing sewer main/host
6 pipe, the Contractor shall ensure that the entire surface of the sewer main under
7 inspection is clearly visible. When the depth of sewage, which may be caused by
8 existing defects such as sags, offsets, voids, etc., obstructs the ability of the Engineer to
9 clearly view the sewer main/host pipe surface, the Contractor shall halt the inspection
10 and remove the sewage from the main using high velocity jetting machines, or other
11 non-destructive methods acceptable to the Engineer. Once the main section under
12 inspection is clear of sewage the inspection may resume.
13

14 If the incoming flows are sufficient to obstruct the ability of the Engineer to clearly view
15 the entire surface of the sewer main/host pipe under inspection, the Contractor shall
16 temporarily plug all incoming flows to the upstream manhole, and bypass pump around
17 the plugged segment and the sewer main segment under inspection. Bypass pumping
18 from the upstream manhole shall be utilized in accordance with Section 7-08 of these
19 Special Provisions.
20

21 Flows introduced by laterals are unavoidable and expected, however, should these flows
22 introduce sufficient fluids to obscure the visibility of the pipe, the Contractor shall halt the
23 inspection until the sewage has been removed.
24

25 If the Contractor should find rocks and sediments, grease, grout, protruding laterals, or
26 other obstructions that would otherwise prevent the installation of a liner, they shall halt
27 the inspection and remove said obstructions prior to completing the CCTV inspection.
28

29 The Contractor shall maintain a clean and clear lens for the duration of the CCTV
30 inspection. Should the lens become soiled, or fogged, or otherwise impaired to any
31 degree that impedes the ability to clearly see the condition of the pipe, the Contractor
32 shall halt the inspection and clean/clear the lens of any foreign matter impeding the
33 visual inspection. No additional compensation will be made for re-inspections required
34 by the Engineer due to soiled, fogged, or otherwise impaired camera lenses.
35

36 The Contractor shall maintain sufficient light levels within the main to allow for visual
37 inspection of the pipe walls for a minimum distance of three (3) feet in front of the
38 camera lens for all 8" to 10" pipe, and four (4) feet for all pipe sizes 12" and larger.
39 Additionally, the Contractor shall make certain that the light levels are not so bright that
40 visual inspection is impeded.
41

42 Should the camera get stuck in the sewer, the Contractor shall be responsible for all
43 costs in extracting it. Costs related to difficulties encountered during internal video
44 inspection are incidental to the contract, and claims will not be considered.
45

46 **7-20.3(6) Assessment of Sewer Lines**

47 **7-20.3(6)A General**

48 This Work shall generally consist of assessing the existing condition and ability to line a
49 sewer main segment.
50
51

1
2 **7-20.3(6)B Lining Feasibility**

3
4 **Pre-Installation Inspection Report Review**

5 Prior to approving a sewer main segment for CIPP lining, the Contractor shall review all
6 information in the Pre-Installation Inspection Report. The CCTV Inspection for each
7 sewer main segment shall be viewed in its entirety to ensure there were no missed
8 service connections or pipe defects during the CCTV inspection.
9

10 **Minimum Acceptable Conditions**

11 The Contractor is responsible for determining whether or not a sewer main segment is
12 suitable for CIPP lining by viewing the complete pre-installation inspection videos and
13 reports. The Contractor shall not install a CIPP liner in any sewer main segment with
14 existing defects that interfere with or cause a reduction in hydraulic capacity, or which
15 may interfere with future CCTV Inspection operations, or which may hinder in any way
16 the quality of installation of the CIPP liner system. If a sewer main segment is not
17 suitable for lining it shall be noted on the Video Inspection Report and presented to the
18 Engineer.
19

20 The following sewer main pipe defects and conditions shall be considered as guidelines
21 when performing CCTV Inspection review and making lining feasibility assessments.
22

23 **Sags:**

24 Any section of a sewer main segment that has a sag which causes sewage levels to
25 continuously reach half pipe or greater, and which is longer than ten (10) feet in length
26 shall be noted on the Video Inspection Report and presented to the Engineer. The
27 Engineer shall make the final determination of whether the sag is acceptable or needs
28 repair prior to lining.
29

30 **Protruding Laterals:**

31 Any side sewer lateral that encroaches into the inside diameter of the sewer main host
32 pipe shall be considered a protruding lateral. The Contractor shall take appropriate
33 measures to internally remove that portion of the lateral that is protruding. The method
34 used to remove the protrusion shall not be destructive to that portion of the side sewer
35 lateral outside of the inside surface of the of the sewer main host pipe, and shall result in
36 a smooth, non-jagged edge which will not hinder in any way the quality of the installation
37 of the CIPP liner system.
38

39 If the Contractor is unable to remove the protruding lateral it shall be noted on the Video
40 Inspection Report and presented to the Engineer. The Engineer shall make the final
41 determination of whether the protruding lateral is acceptable or needs repair prior to
42 lining. Internal removal of protruding laterals shall be included in the cost for "Pre-
43 Installation Cleaning and Inspection", per linear foot.
44

45 **Bends and Curves:**

46 If, in the opinion of the Contractor, there exists a section in the sewer main segment with
47 bends or curves which may prevent lining operations, or future CCTV inspections after a
48 liner has been installed, or which may hinder in any way the quality of installation of the
49 CIPP liner system, it shall be noted on the Video Inspection Report and presented to the
50 Engineer.
51

1 Offset Joints:

2 Any joint that is offset by more than one half (½) of an inch in an 8-inch diameter pipe or
3 one (1) inch in a 10-inch diameter pipe or larger shall be noted on the Video Inspection
4 Report and presented to the Engineer. The Engineer shall review the defect and make a
5 final determination of whether the offset is acceptable or needs to be repaired prior to
6 lining.

7
8 Roots:

9 The Contactor is required to remove all roots within the sewer main pipe as a part of the
10 cleaning operations. If there are any roots growing into the main from a side sewer
11 lateral the Contractor shall take measures to cut them back to the point that they are no
12 longer in the main. The Contractor shall note these occurrences on the Video Inspection
13 Report.

14
15 Other Defects:

16 Any other defects in a sewer main segment that, in the Contractor's opinion, will impede
17 the Contractor's ability to clean and or line to the level of quality required within this
18 Contract shall be noted on the Video Inspection Report and presented to the Engineer.

19
20 **Stormwater Segments #6261645 and #6251416 (S. Puget Sound Ave. to S. 18th St.
21 & Union Ave. to Lawrence St.)**

22
23 The stormwater segment #6261645 has two metal rods in the pipe that will need to be
24 removed prior to lining. The locations of these metal rods are at 142 ft and 265 ft
25 downstream in the 30-inch diameter stormwater pipe.

26
27 Contractor shall remove metal rods during pre-CCTV inspection and cleaning activities.
28 There shall be no additional payment for removal of metal rods.

29
30 The stormwater segment #6251416 has a bend in the downstream portion of the 30-inch
31 diameter stormwater pipe. The Contractor shall inform the Contracting Agency whether
32 this segment is feasible for lining. Additional information of the existing condition of
33 these segments are found in Appendix D of these Special Provisions.

34
35 **7-20.3(7) Short Liner Repair for Host Sewer Pipe**

36
37 If the Contractor proposes point repairs by trenchless short liner repair prior to the
38 Contractor lining the entirety of the host sewer pipe with ultraviolet CIPP technology, the
39 Contractor shall notify the Engineer immediately. If the Engineer reviews and approves
40 the short liner repair, the Contractor shall provide and install a short liner repair for the
41 host sewer pipe. The repair shall be performed with a liner to cover the defect(s) in the
42 host sewer pipe.

43
44 Contractor's personnel involved in the short liner repair installation shall be certified by
45 liner manufacturer. Lining shall be applied per Manufacturer's specifications and
46 instructions and applied only by the manufacturer's trained and certified personnel.
47 Inspection with CCTV shall be considered incidental to the short liner repair. The finished
48 short liner repair shall be measured in accordance with the applicable sections of ASTM
49 Test Method D 5813 and D 3567. Flexural strength and flexural modulus of elasticity shall
50 be determined in accordance with ASTM D790.

1 Additional cleaning and preparation of host sewer pipe short liner repair and bypass
2 pumping shall also be incidental to the short liner repair for host sewer pipe bid item.
3 The Contractor shall submit a list of materials and procedures for approval by the
4 Engineer per Special Provisions Section 1-05.3. Samples will be provided to the
5 Engineer upon request.

6
7 Short liner repair for host sewer pipe which fail prior to the Contractor lining the entirety
8 of the host sewer pipe with ultraviolet CIPP technology will be removed and replaced at
9 the Contractor's cost.

10 11 **7-20.3(8) Open-Cut Point Repair for Host Sewer Pipe**

12
13 If the Contractor proposes open-cut point repair(s) for host sewer pipe prior to the
14 Contractor lining the entirety of the host sewer pipe with ultraviolet CIPP technology, the
15 Contractor shall notify the Engineer immediately. If the Engineer reviews and approves
16 the open-cut point repair, the Contractor shall remove and replace the defective pipe
17 section with PVC pipe or approved pipe material of the same diameter and length, and
18 provide and install couplings between the new pipe and existing pipe. The couplings
19 shall be Fernco strongback transition coupling or approved equal.

20
21 The Contractor shall submit a list of materials and procedures for approval by the
22 Engineer per Special Provisions Section 1-05.3.

23
24 Open-cut point repair for host sewer pipe which fail prior to the Contractor lining the
25 entirety of the host sewer pipe with ultraviolet CIPP technology will be removed and
26 replaced at the Contractor's cost.

27 28 **7-20.4 Measurement**

29 *This section is supplemented with the following:*

30
31 Payment will be made in accordance with Section 1-04.1, for each of the following Bid
32 items that are included in the Proposal.

33
34 The number of linear feet of the sewer main pipe cleaned and inspected will be
35 measured from center of manhole to the center of manhole verified by CCTV inspection.
36 This measurement will only be made one time, regardless of the number of passes it
37 takes to get the sewer main segment cleaned and inspected in accordance with these
38 Specifications. The removal of metal rods in stormwater segment #6261645 shall be
39 incidental to this work.

40
41 No specific unit of measurement will apply for television inspection as required in this
42 section. All costs shall be included in the per foot price of pipe installed via liner and/or
43 open-cut.

44
45 "Disposal of Waste Materials" will be measured by the ton.

46
47 The short liner repair for host sewer pipe by force account as provided in Section 1-09.6.

48
49 The open-cut point repair for host sewer pipe by force account as provided in Section 1-
50 09.6.

1 **7-20.5 Payment**

2 *This section is supplemented with the following:*

3
4 Payment will be made in accordance with Section 1-04.1, for each of the following Bid
5 items that are included in the Proposal:

6
7 “Pre-Installation Cleaning and Inspection”, per linear foot

8
9 The unit contract price for “Pre-Installation Cleaning and Inspection”, per linear foot, shall
10 be full pay for all labor, equipment, and materials required to clean, inspect and remove
11 any protruding laterals, and remove metal rods within the stormwater sewer main
12 #6261645 in accordance with these Specifications.

13
14 “Disposal of Waste Materials”, per ton

15
16 The unit Contract price for “Disposal of Waste Materials”, per ton, shall be full pay for all
17 labor, equipment, materials, transportation, and any disposal fees for non-Contracting
18 Agency owned waste facilities if not utilizing the City of Tacoma Eductor Decant Facility,
19 required to dispose of all waste materials removed from the sewer main pipe during
20 cleaning and rehabilitation operations in accordance with these Specifications.

21
22 “Short Liner Repair for Host Sewer Pipe” shall be paid for in accordance with Section 1-
23 09.6.

24
25 All costs for labor, equipment, materials, cleaning, preparation, pre-CCTV inspection,
26 post-CCTV inspection, bypass pumping, furnishing and installing the short liner for the
27 bid item “Short Liner Repair for Host Sewer Pipe” will be paid for in accordance with
28 Section 1-09.6.

29
30 “Open-Cut Point Repair for Host Sewer Pipe” shall be paid for in accordance with
31 Section 1-09.6.

32
33 All costs for labor, equipment, materials, pavement removal, crushed surfacing material,
34 pavement restoration, cleaning and preparation, pre-CCTV inspection, post-CCTV
35 inspection, bypass pumping, furnishing and installing the pipe material, disposal of pipe
36 materials, and roadside restoration for the bid item “Open-Cut Point Repair for Host
37 Sewer Pipe” will be paid for in accordance with Section 1-09.6.

38
39 For the purpose of providing a common Proposal for all Bidders, the Contracting Agency
40 entered an amount for “Short Liner Repair for Host Sewer Pipe” and “Open-Cut Point
41 Repair for Host Sewer Pipe” in the Proposal to become a part of the total Bid by the
42 Contractor. Shoring or extra excavation for open-cut work shall be paid for in the
43 “Shoring or Extra Excavation Class B” bid item.

44
45
46 **END OF SECTION**

47
48
49 *Add the following new Section:*

1 **7-21 CURED-IN-PLACE PIPE REHABILITATION FOR ULTRAVIOLET CURE**
2 **(*****)**

3
4 **7-21.1 Description**

5
6 This Work shall consist of rehabilitating stormwater and sanitary sewer pipelines using
7 ultraviolet Cured-In-Place Pipe (hereinafter referred to as UV CIPP) within the existing,
8 structurally deteriorated pipe.

9
10 The rehabilitation of pipelines utilizing UV CIPP shall generally consist of the installation
11 of a resin-impregnated tube which, when cured, shall extend the full length of the original
12 pipe and provide a structurally sound, smooth, jointless and watertight pipe, except for
13 spot repair liners The Contractor is responsible for proper, accurate and defect free
14 installation of the new pipe regardless of the methods described herein.

15
16 **7-21.1(1) Reference Specifications, Codes, and Standards**

17
18 The following documents form a part of this Specification to the extent stated herein and
19 shall be the latest editions thereof. Where differences exist between codes and
20 standards, the one affording the greatest protection shall apply, as determined by the
21 City.

22		
23	ASTM F1216	Standard Practice for Rehabilitation of Existing
24		Pipelines and Conduits by the Inversion and Curing
25		of a Resin-Impregnated Tube.
26		
27	ASTM F1743	Standard Practice for Rehabilitation of Existing
28		Pipelines and Conduits by Pulled-in-Place Installation of
29		Cured-in-Place Thermosetting Resin Pipe (CIPP)
30		
31	ASTM D543	Standard Practices for Evaluating the Resistance of
32		Plastics to Chemical Reagents
33	ASTM D638	Standard Test Method for Tensile Properties of
34		Plastics.
35		
36	ASTM D790	Standard Test Methods for Flexural Properties of
37		Unreinforced and Reinforced Plastics and Electrical
38		Insulating Materials
39		
40	ASTM D2990	Standard Test Methods for Tensile, Compressive, and
41		Flexural Creep and Creep-Rupture of Plastics
42		
43	ASTM F2019	Standard Practice for Rehabilitation of Existing Pipelines
44		and Conduits by the Pulled in Place Installation of Glass
45		Reinforced Plastic (GRP) Cured-In-Place Thermosetting
46		Resin Pipe (CIPP)
47		
48	ASTM D3567	Standard Practice for Determining Dimensions of
49		“Fiberglass” (Glass-Fiber-Reinforced Thermosetting
50		Resin) Pipe and Fittings
51		

- 1 approval by the UV CIPP Manufacturer. The protocol shall include the
2 following minimum information:
- 3 a) Date and time
 - 4 b) Length of liner
 - 5 c) Location of installation
 - 6 d) Curing speed
 - 7 e) Light sources and wattage
 - 8 f) Inner air pressure
 - 9 g) Exothermic (curing) temperature
- 10 vi. Description of all proposed manhole preparation, modification,
11 preservation, and restoration activities, with associated sketches.
 - 12 vii. Description of all proposed manhole cone or flat slab top removal and
13 restoration including pavement restoration activities.
 - 14 viii. Reinstatement plan at lined-through manholes and laterals, including
15 method, materials and personnel assigned to do the work.
 - 16 ix. Liner repair plan, including a detailed description of methods and
17 materials required to repair typical and isolated areas of minor liner
18 damage, such as: installation tears less than 4 inches in length and no
19 more frequent than one in one-hundred linear feet, discrete blisters,
20 areas of pinholes, areas of dry tube, and soft spots. Include in the repair
21 plan, a method of repairing trimmed wrinkles and fins. Provide the CIPP
22 liner system manufacturer's recommendations for liner repairs.
23 Implementation of the plan will be subject to the approval, prior to
24 making each repair.
 - 25 x. Phasing for all CIPP operations, including locations, date, and duration
26 at each launch location.
- 27
- 28 B. The Contractor shall submit a Safety Plan, as described in Section 7-21.3(1)A.
 - 29 C. The Contractor shall submit, prior to the installation or use of any lining
30 materials or equipment, satisfactory written guarantee of their intent to comply
31 with the manufacturer's standards for all materials and techniques being used
32 in UV CIPP process. Any proposed modifications to the manufacturer's
33 recommended standards shall be approved by the Engineer prior to installation
34 of the product.
 - 35
 - 36 D. The Contractor shall submit, prior to the installation or use of any lining
37 materials or equipment, certified test results from the manufacturers which
38 indicate that all materials conform to the applicable requirements. The test
39 reports shall demonstrate the exact resin/liner combination to be used for this
40 project meets the structural properties listed in these Special Provisions
41 Section 7-21.2(7).
 - 42
 - 43 E. Chemical resistance submittals – The Contractor shall submit CIPP test results
44 that meet the chemical resistance requirements of ASTM F1216 and ASTM

1 F1743. or ASTM D5813. CIPP samples tested shall be of flexible tube and the
2 specific resin proposed for actual construction. It is required that CIPP samples
3 without plastic coating meet these chemical testing requirements.

4
5 The chemical resistance tests should be completed in accordance with Test
6 Method D543. Exposure should be for a minimum of one month at 73.4
7 degrees F. During this period, the CIPP test specimens should lose no more
8 than 20 percent of their initial flexural strength and flexural modulus when
9 tested in accordance with ASTM F1216 and ASTM F1743, whichever is
10 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

11
12
13
14 The Contractor shall be responsible for all costs associated with the
15 chemical resistance tests.

16
17 F. CIPP Field Samples –The Contractor shall submit test results from previous
18 field installations of the same resin system and tube materials as proposed for
19 the actual installation. Field sampling procedure shall be in accordance with
20 ASTM F1216 or ASTM F1743 and in accordance with ASTM D5813.

21
22 G. MSDS Sheets – The Contractor shall submit Material Safety Data Sheets for
23 all resins, and other additives such as accelerants, colorants, and lubricants
24 utilized in the pipe liner/lining process.

25
26 H. Informational Handout – The Contractor shall submit an informational handout
27 that describes the materials, processes, installation, pressures, temperature
28 limitations, and odors associated with the lining process that shall be provided
29 at the request of concerned residents/business owners. The informational
30 handout shall also include the City of Tacoma Environmental Services contact
31 information for Andrew Stark, email: AStark@cityoftacoma.org and phone
32 number: (253) 325-0801.

33
34 **7-21.2 Materials**

35
36 **7-21.2(1) General**

37
38 Neither the CIPP product, nor its installation, shall cause adverse effects to any of the
39 City processes or facilities. The use of the product shall not result in the formation or
40 production of any detrimental compounds or by-products at the wastewater treatment
41 plant. The Contractor shall notify the City and identify any by-products produced as a

1 result of the operations, test and monitor the levels, and comply with any and all local
2 waste discharge requirements.

3
4 **7-21.2(2) Product Storage and Handling**

5
6 All materials shall be accompanied by test reports certifying that the material conforms to
7 the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a
8 manner consistent with the Manufacturer's recommendation. Storage locations shall be
9 approved by the Engineer. All damaged materials and pipe rejected by the Engineer
10 shall be promptly removed from the project site at the Contractor's expense and
11 disposed of in accordance with current applicable regulations. Damage includes, but is
12 not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultraviolet (UV)
13 degradation.

14
15 **7-21.2(3) Tube and UV Liner**

16
17 **7-21.2(3)A Fiberglass Tube (Ultraviolet Light Cure)**

18
19 The fiberglass tubing shall be made of non-corrosive material and shall be free from
20 tears, holes, cuts, foreign materials, and other defects.

- 21
22 1. The fiberglass tube shall be constructed to withstand installation pressures as
23 required by Manufacturer's recommendations.
24
25 2. The fiberglass tube shall be manufactured to a size that when cured will tightly
26 fit the internal circumference and the length of the original pipe. The tube shall
27 have sufficient strength to bridge missing pipe section. Diametric shrinking
28 during the curing process shall meet the requirements of ASTM D 5813. The
29 Contractor shall verify the lengths and diameters in the field before fabricating
30 the tube. Individual insertion runs can be made over one or more manhole
31 sections as determined in the field by the Contractor, as long as traffic control
32 restrictions are adhered to.
33
34 3. The interior and exterior foil shall be styrene resistant along with the ability to
35 protect and contain the resin used in the liner.
36
37 4. The fiberglass tube shall be saturated with the appropriate resin.
38
39 5. The wall color of the interior pipe surface of CIPP after installation shall be a
40 light reflective color so that a clear detailed examination with CCTV inspection
41 may be made.
42
43 6. The liner should be seamless in its cured state to ensure homogenous physical
44 properties around the circumference of the cured liner.
45
46 7. The fiberglass tube shall be marked with the name of the manufacturer.
47
48 8. The nominal tube wall thickness shall be constructed to the nearest 0.5 mm
49 increment, rounded up from the Contractor's Design Engineer's design
50 thickness for that section of installed CIPP.
51

- 1 9. The minimum length of the tube for any sewer main segment shall be that
2 deemed necessary by the installer to effectively span the distance from the
3 starting manhole to the terminating manhole or access point, plus that amount
4 required to run-in and run-out for the installation process.

5
6 **7-21.2(3)B UV Liner**

7
8 **7-21.2(4) Resin**

- 9
10 1. The resin/liner system shall meet the 10,000 hour test in accordance with ASTM
11 D2990 or equivalent testing.
12
13 2. For systems using a photo initiator catalyst no colorant in the activated resin is
14 required.
15
16 3. Prior to construction, the Contractor shall submit a baseline infrared spectrum
17 chemical fingerprint of the type of styrene-free resin to be used for this project on
18 8 ½" x 11" format.
19

20 **7-21.2(4)A Resin (Ultraviolet Light Cure)**

21
22 Provide thermosetting polyester or vinyl ester resin and a photo-initiating catalyst system
23 compatible with the Ultraviolet light curing equipment and the installation process, with the
24 ability to cure in the presence or absence of water, and with a curing initiation temperature
25 as recommended by the resin manufacturer. The resin/liner system shall meet the
26 structural and chemical resistance requirements of ASTM F2019 or current valid version.
27 The Contractor shall submit data and/or a certification from the manufacturer that the resin
28 is not made of recycled materials. Only furnished fully-impregnated liners from the
29 manufacturer will be allowed including required certification documentation according to
30 ASTM F2019.
31

32 **7-21.2(5) Caulking Sealant**

33
34 Sealant shall be a quick-set epoxy mortar or high viscosity epoxy or an approved
35 caulking sealant per the Manufacturer's recommendation for the UV CIPP system.
36

37 **7-21.2(6) Hydrophilic Rubber End Seal**

38
39 The rubber end seal shall be an extended hydrophilic rubber compounded from
40 chloroprene (Neoprene) rubber and hydrophilic resin that expands on contact with water.
41 Seals shall be Hydrotite by Greenstreak, Insignia by LMK, or per the Manufacturer's
42 recommendation for the UV CIPP system.
43

44 **7-21.2(7) CIPP Structural Requirements**

- 45
46 1. The thickness of each fiberglass reinforced UV CIPP liner installed shall be
47 determined using calculation methods that are consistent with industry standards,
48 City of Tacoma design requirements, and the requirements of all applicable
49 ASTMs. The Contractor's Design Engineer shall submit stamped and signed
50 designs prior to the installation of any liner. The design calculations shall be
51 stamped and submitted by an engineer licensed within the state of Washington.

- 1 The designs shall include a step by step calculation that shows all equations,
 2 defines all variables, lists all assumptions, and clearly indicates all values used for
 3 the design.
 4
 5 2. The required structural fiberglass reinforced UV CIPP wall thickness shall
 6 be determined using , the Design Equations in the appendix of ASTM F1216.
 7 Design calculations shall be based, at minimum, on the physical properties and
 8 design parameters provided below:
 9

Pipe Condition	Fully Deteriorated
Design Safety Factor	2.0
Flexural Modulus (short-term)	2,800,000 psi
Creep Retention Factor	50%
Flexural Modulus (long-term)	725,000 psi
Flexural Strength (short-term)	6,500 psi
Ovality	2%
Modulus of passive soil reaction	1,000 psi
Groundwater Depth	Assume at surface
Soil Depth (above the crown)	varies
Live Loading	H-20 Highway Loading
Soil Load (assumed density)*	134 pcf (lb/Cu.Ft.)
Minimum design service life	50 years

* No soils investigation related to this project has been performed.

10
11
12 **7-21.3 Construction Requirements**

13
14 **7-21.3(1) Safety**

15 The Contractor shall carry out his operations in strict accordance with all OSHA, WISHA,
 16 and manufacturer's safety requirements.
 17

18 **7-21.3(1)A Safety Plan**

19 The Contractor shall prepare a project-specific safety plan (Safety Plan) in accordance
 20 with Section 1-05 that will be used for the duration of the project. The Contractor shall
 21 submit the Safety Plan to the Project Engineer no later than the date of the pre-
 22 construction conference. No on-site activities may commence until the City has accepted
 23 the Safety Plan for the project.
 24

25 The Safety Plan shall identify all competent persons and shall include a description of a
 26 daily safety program for the job site and all emergency procedures to be implemented in
 27 the event of a safety incident.
 28

29 The Safety Plan shall detail the Contractor's plans for protecting workers and the public
 30 in and around the location of all project construction activities, including both temporary
 31 bypass pumping and CIPP construction. Particular attention shall be paid to those safety
 32 requirements involving workers entering confined spaces, operations with hot media,
 33 and worker and public exposure to chemicals.
 34

35 Minimum recommendations regarding CIPP installation include the following:
 36

37 **For UV-CIPP job sites:**

- 1
- 2 1. All workers shall have proper personal protective equipment (PPE).
- 3
- 4 2. No worker shall enter a job-site manhole during curing operations.
- 5
- 6 3. A perimeter shall be maintained around the job site to prevent the public from
- 7 entering.
- 8
- 9 4. Job site air monitoring shall be conducted and documented for the established
- 10 preventive perimeter.
- 11
- 12 5. Define and maintain good housekeeping practices at all times throughout the
- 13 project period.
- 14
- 15 6. Always keep the public informed and address their questions and concerns.
- 16
- 17 7. Maintain detailed records of all air monitoring performed on the jobsite.
- 18
- 19 8. All workers performing any work within 50 feet of the centerline of railroad tracks
- 20 shall meet railroad regulations and adhere to traffic control requirements.
- 21

22 **7-21.3(2) Preparatory Work**

- 23
- 24 1. Safety Plan – Per Section 7-21.3(1) of these Specifications.
- 25
- 26 2. Property Owner Notifications – Per Section 1-07.16(1) of these Specifications.
- 27
- 28 3. Cleaning and Inspection of Lines – Per Section 7-20 of these Specifications.
- 29
- 30 4. The Contractor shall verify the lengths in the field prior to ordering and prior to
- 31 impregnation of the tube with resin, to ensure that the tube will have sufficient
- 32 length to extend the entire length of the run. The Contractor shall also measure the
- 33 inside diameter of the existing pipelines in the field prior to ordering liner so that
- 34 the liner can be installed in a tight-fitted condition.
- 35
- 36 5. Active Side Sewers
- 37
- 38 All side sewer bypass operations, if needed, shall conform to Section 7-08.3(5)D,
- 39 Bypass Side Sewers.
- 40
- 41 6. Noise Variance Permit – The Contractor shall submit a Noise Variance Permit for
- 42 night work at minimum, 4 weeks in advance, of work. Noise Variance Permit for
- 43 night work shall be emailed to City of Tacoma Planning and Development Services
- 44 at <http://tacomapermits.org/> .
- 45

46 **7-21.3(3) UV CIPP Liner Installation**

47 **7-21.3(3)A General**

48 The CIPP liner shall be installed and UV cured in the host pipe per the manufacturer's
49 specifications as described and submitted in Section 1-05.3 of these Special Provisions.
50
51

1
2 CIPP installation shall be in accordance with applicable ASTM F1216, ASTM F1743, or
3 ASTM F2019, as applicable, with the following modification:
4

- 5 1. Final Cleaning and Inspection: The existing host pipe shall be cleaned just prior to
6 insertion of the liner. A maximum of one hour may elapse between this final
7 cleaning/flushing pass and the insertion of the liner.
8

9 After the cleaning is complete, a final camera pass shall be made to verify the
10 cleanliness of the line. This final pass shall be completed in the presence of the
11 Owner's representative and accepted as 'clean'. This final video inspection shall
12 be videotaped and submitted with Post Installation Inspection and associated
13 Inspection Report to the Engineer.
14

- 15 2. Bypass pumping from upstream manholes shall be utilized in accordance with
16 Section 7-08 of these Special Provisions to exclude any sewage from entering the
17 line during the inspection. All standing sewage and wastewater shall be removed
18 from the main during final video inspection to provide the Contractor with a
19 completely unobstructed view of the host pipe.
20

- 21 3. The UV light train shall have a minimum of one camera for CCTV inspection of the
22 liner and shall be sized according to the pipe diameter so that the UV bulbs
23 are in proper proximity to the liner wall all around the pipe circumference and
24 should include sensors to record the cure progress. Constant inner pressure must
25 be maintained during the curing process. Maintain light train usage log onsite and
26 provide to Owner's Representative upon request. Logged hours of individual UV
27 lights incorporated in the light train is less than 80% of the manufacturer's stated
28 usage rate to prevent replacing bulbs during the curing process. The ultraviolet
29 curing lamps shall operate at a sufficient output and in a sufficient frequency
30 range to ensure curing of the resin. The multi-lamp ultraviolet curing lights and
31 resin photo- initiator system shall be optimized for curing of the provided resin.
32

33 Collect curing data and CCTV inspection records during the installation and
34 curing process. Submit copies for review in accordance with Section 1-05.3(5).
35 Where the curing data and the curing protocol differ, the Contracting Agency
36 reserves the right to require additional "in pipe" sampling and testing at no
37 additional cost.
38

- 39 4. Liner Insertion – The pre-impregnated UV Light Fiberglass Liner shall be
40 positioned in the pipeline using either air or water inversion, or a pull-in method.
41 The liner shall be pulled-in or inverted through an existing manhole or Contracting
42 Agency-approved access point and fully extend to the next designated manhole or
43 termination point. The pressure head shall remain constant to avoid wrinkles in the
44 liner. The Contractor shall protect the manholes to withstand forces generated by
45 equipment, water, or air pressures used while installing the liner.
46

47 If a pulling method is used, a cable shall be strung through the existing pipe to be
48 rehabilitated and attached to the liner through an existing manhole or access
49 point. The liner shall be pulled through the existing manhole and through the
50 existing pipe by this cable. Care shall be taken not to damage the liner or host
51 pipe during the installation.

1
2 **7-21.3(3)B Curing for Ultraviolet Light**
3

- 4 1. The ultraviolet curing lights shall operate in the 200 to 400-nm range.
5
6 2. The light cure train shall be fitted with suitable monitors to gauge the cure achieved
7 throughout the length of the liner. The speed of the cure shall be as per the
8 manufacturer's requirements.
9
10 3. The full protocol for time, rate of travel of the ultraviolet light assembly, and
11 pressures shall be documented during the curing process and submitted to the
12 Engineer. The Contractor shall be responsible for the thorough curing of the liner
13 to achieve the specified results. Should longer curing times be necessary, the
14 Contractor shall, at his own expense, extend the curing time accordingly.
15

16 **7-21.3(3)C Finished Pipe Liner**
17

- 18 1. The finished lining shall be continuous over the entire length of an installation run
19 and be free of visual defects, including but not limited to, foreign inclusions, cracks,
20 dry spots or unsaturated layers, pinholes, wrinkles, blisters, bulges, soft spots, and
21 de-lamination. The lining shall be impervious and free of any leakage from the pipe
22 to the surrounding ground or from the ground to inside the lined pipe. If these
23 conditions are present, the affected portions of CIPP will be removed and replaced
24 with an equivalent repair equal to the product installed.
25
26 2. Any defect, which will or could affect the structural integrity, strength, capacity, or
27 future maintenance of the installed liners, shall be repaired at the Contractor's
28 expense, in a manner approved by the Engineer.
29
30 3. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points
31 in the manhole, and seal end of CIPP liner to structures using one of the following
32 approved methods:
33 a. Expanding Hydrophilic Rubber Joint Seal
34 i. The rubber joint seal shall be an extended hydrophilic rubber
35 compounded from chloroprene (Neoprene) rubber and a
36 hydrophilic resin, which expand on contact with water.
37 ii. The rubber joint seal shall be bonded with adhesive on one face to
38 hold it in place during assembly.
39 iii. On contact with water, the rubber shall swell by up to 10 times its
40 original volume if necessary and mold itself to completely fill any
41 gaps and exert pressure evenly to ensure the seal. High
42 compression or bolt up forces shall not be necessary to effect a
43 complete and watertight seal.
44
45 4. All particles, shavings and other debris generated during liner repair and
46 cutting/finishing of ends of CIPP shall be collected and disposed of in a legal
47 manner at an off-site location.
48

49 **7-21.3(3)D Liner Repair**
50

1 Defects: Any defect which will or could affect the structural integrity, strength of the
2 lining, flow impairment, or leaks shall be repaired as outlined below or in accordance
3 with the approved repair or replacement procedures as recommended by the CIPP
4 system manufacturer. The repair or replacement of the defects will be at the
5 Contractor's expense.

6 1. Leaks

- 7 a. There shall be no visible infiltration through the liner, around the liner at
8 manhole connections, at lined service connections or in lined services.
9 Contractor shall repair any visible leaks and the repair method shall be
10 approved by the City.

11 2. Wrinkles/Fins

- 12 a. Wrinkles outside the flow line of the pipeline (top 2/3 of pipe):
13 i. Wrinkles/fins in height up to a maximum of 5% of the inside
14 diameter of the host pipe are acceptable
15 ii. Wrinkles/fins over 5%, particularly those of a longitudinal
16 configuration, may be acceptable and should be evaluated, by the
17 project engineer for acceptance, on a case-by-case basis.
18 b. Wrinkles in the flow line (bottom 1/3 of pipe):
19 i. Wrinkles/fins projecting more than 3% into the flow that are
20 generally longitudinal in their orientation may be deemed
21 acceptable by the City on a case-by-case basis by considering any
22 potential operation and maintenance issues that would result from
23 their being left in place.
24 ii. Wrinkles/fins in the lower third or flow line of the finished CIPP
25 (based upon the depth of flow) that are generally circumferential in
26 their orientation should not exceed 3% of the inside diameter of the
27 host pipe. Acceptability of larger wrinkles/fins meeting this
28 characterization shall be, on a case-by-case basis by the City with
29 consideration given to potential operations and maintenance issues
30 that would result from their being left in place.
31 c. Repair when wrinkles/fins are removed:
32 i. Wrinkles should be fully cured, tight and the resin should be
33 homogeneous across the full width of the wrinkle.
34 ii. In most cases, when wrinkles/fins are removed from the installed
35 CIPP, the resin in the liner pipe is fully cured and homogeneous and
36 no further repair is required. If a repair is required the manufacturer
37 should be contacted for the correct repair procedure.

38 3. Blisters should be probed and punctured to determine the existence of water
39 behind the blister.

- 40 a. No action required unless the pipe is leaking at the blisters.

41 4. Lifts in Liner

- 42 a. Soft lifts should be re-processed by the Contractor to fully cure the CIPP.
43 b. Hard lift shall be removed and a new short liner as required being
44 equivalent to the original installed CIPP.

45 5. A bulge in the invert caused by residual debris left in the pipe that impedes the flow
46 characteristics of the pipeline should be cut out.

- 47 a. Cut out the section of the bulge and replace with a new short liner
48 equivalent to the original product or as recommended by the manufacturer.

49 6. Pinholes: the area where the liner has pinholes should be patched with a short-
50 liner repair or the liner removed and replaced as recommended by the
51 manufacturer.

- 1 7. Soft spot in liner needs to be reprocessed and hardened or cut out and replaced
2 or as recommended by the manufacturer.
- 3 8. Dry tube or white spots are not acceptable and shall be removed and a patch repair
4 shall be performed or as recommended by the manufacturer.
- 5 9. Liner surface peeled off
 - 6 a. Cut out a representative sample of the CIPP
 - 7 b. Test physical properties and remaining CIPP thickness to verify that the
8 contract design requirements are met.
 - 9 c. Replace liner or as recommended by the manufacturer
- 10 10. Holes in the liner are not acceptable
 - 11 a. Small holes can be repaired with epoxy
 - 12 b. Short liner installed over larger holes or as recommended by the
13 manufacturer
- 14 11. Cracks in liner are unacceptable and shall be repaired
- 15 12. Liner delamination
 - 16 a. Cut out the section of delaminated liner and replace with a new short liner
17 equivalent to the original product or as recommended by the manufacturer.
- 18 13. CIPP discoloration
 - 19 a. Obtain a sample for testing the CIPP physical properties. Follow
20 manufacturer's recommendations for repair.
 - 21 b. Remove and replace the CIPP physical if the physical properties do not
22 meet the contract minimum requirements.
 - 23 c. No action required if the tested samples meet the physical properties.
- 24 14. The CIPP should fit tight inside the host pipe.
 - 25 a. If the CIPP does not fit tightly against the original pipe at its termination
26 point(s), the full circumference of the CIPP exiting the existing host pipe
27 should be sealed by filling with a resin mixture compatible with the CIPP.
28

29 The liner at the launch manholes will likely be bunched and/or wrinkled following curing
30 due to the fact that the openings at the manholes are constricted. All wrinkles and defects
31 at each manhole meeting the criteria above shall be properly removed to allow for proper
32 installation of flow restricting plugs.

33
34 There shall be no visible infiltration through the liner, around the liner at manhole
35 connections, at lined service connections or in lined services. Contractor shall repair any
36 visible leaks and the repair method shall be approved by the City.

37
38 Contractor shall develop a plan outlining the methods, materials, equipment, and
39 procedures for removing and replacing or repairing these sections and submit to the City
40 for review and approval, as noted in 7-21.1(2)A viii, prior to any CIPP installation.

41 42 **7-21.3(4) Internal Reinstatement of Openings at Manholes**

43
44 After the CIPP has been properly cured, the Contractor shall reinstate the openings at the
45 top of existing sewer pipe at any lined-through manholes. Reinstatement of these
46 openings shall be performed by a qualified individual with experience in successful sewer
47 service and lateral reinstatement.

48
49 The cutting device shall produce a neat, clean and smooth opening 95% minimum and
50 100% maximum of the same size and configuration of the existing opening in the top of

1 existing sewer pipe. The pipe opening cuts shall be uniform and brushed to remove burrs
2 and sharp edges.

3
4 Top of pipe openings shall not be overcut beyond the tolerances specified in these Special
5 Provisions. In the event a top of pipe opening is overcut, the Contractor shall repair using
6 a short liner and re-cut the top of pipe opening.

7
8 Payment for Reinstatement of top of pipe openings at manholes shall be incidental to the
9 "Furnish and Install ___-Inch Diameter CIPP for ___ Sewer" bid item, per linear foot.

10
11 No additional payment shall be paid for the repair of overcut top of pipe openings.

12 13 **7-21.3(5) Internal Reinstatement of Side Sewers**

14
15 After the CIPP has been properly cured and cooled, the Contractor shall internally
16 reinstate the existing active side sewer laterals noted on the Plans. Internal reinstatement
17 of laterals shall be performed by a qualified individual with experience in successful
18 internal lateral cuttings.

19
20 It shall be the Contractor's responsibility to accurately field locate these existing sewer
21 laterals. No blind attempts or holes shall be made in the lined pipe. The cutting device
22 shall produce a neat, clean and smooth opening 95% minimum and 100% maximum of
23 the same size and configuration of the existing side sewer lateral. When the lateral
24 connection is reestablished, the invert of the lateral shall match the bottom of the
25 reinstated opening. The lateral connection cuts shall be uniform and brushed to remove
26 burrs and sharp edges.

27
28 Side sewer laterals shall not be overcut beyond the tolerances specified in these Special
29 Provisions. In the event a side sewer lateral is overcut, the Contractor shall repair using a
30 short liner and re-cut the side sewer lateral. No additional payment shall be paid for the
31 repair of overcut side sewer laterals.

32
33 The Contractor shall only reinstate laterals that are identified as being active. If the
34 Contractor reinstates a side sewer lateral that is inactive, the Contractor has effectively
35 introduced a point for infiltration to enter the sewer main segment. In this circumstance,
36 the Contractor shall perform, at their expense, an appropriate internal or external spot
37 repair to remove this potential source of infiltration. Spot repair methods and materials
38 shall be approved by the Engineer prior to implementation. No additional payment shall
39 be paid for the spot repair of side sewer lateral reinstatements.

40
41 If the Contractor fails to reconnect an active side sewer lateral the Contractor shall use
42 whatever means necessary to reinstate the side sewer lateral at his/her own expense.
43 The Contractor shall be held financially liable for all claims for damages resulting from the
44 missed reinstatement.

45
46 All coupons from the re-establishment of top of pipe openings and laterals shall be
47 retrieved, properly disposed of and not washed down the line. The Contractor shall be
48 held responsible for sewer back-ups caused by accumulated coupons and liner material
49 left in the sewer. Portions of any piece of liner material removed during installation shall
50 be available for inspection and retention by the Owner or the Engineer.

51

1 **7-21.3(6) Final Acceptance**
2

- 3 1. The Contractor shall perform a CCTV inspection in accordance with these
4 specifications after installation of the CIPP liner and reconnection of the active side
5 sewer laterals. The quality of the Post-Installation CCTV inspection shall be held
6 to the same standards as the Pre-Installation CCTV inspection. During the CCTV
7 inspection the pipe invert shall be clear of any standing water and the pipe shall
8 be continuously visible during the inspection.
9
- 10 2. The Contractor shall submit to the Engineer, for acceptance and approval, the
11 unedited post-installation video, PACP database file, and associated inspection
12 report for each sewer main segment within **10 working days** of the liner
13 installation. The inspection report shall note the inspection date, location of all
14 reconnected side sewer laterals, debris, as well as any other defects in the liner,
15 including, but not limited to, gouges, cracks, bumps, or bulges.-
16

17 The Post-Installation and Inspection Report submittals shall be reviewed by the
18 Engineer within **10 working** days of receipt.
19

20 **Payment for "Furnish and Install -Inch Diameter CIPP for _____ Sewer",**
21 **per linear foot will not occur until Post-Installation videos and PACP**
22 **database files have been submitted, reviewed, and approved by the**
23 **Engineer.**
24

- 25 3. Immediately prior to conducting the post-installation CCTV inspection, the
26 Contractor shall thoroughly clean the newly installed liner. Acceptance of the line
27 as 'clean', (as previously defined in this Specification), shall be determined by the
28 Engineer based upon the subsequent CCTV inspection of the line.
29

30 If the CCTV inspection reveals any deficiencies in the cleaning, such as
31 remaining coupons of reinstated laterals, the Contractor shall immediately correct
32 these deficiencies.
33

34 **7-21.3(7) Clean-Up**
35

36 After the liner installation has been completed and inspected, the Contractor shall clean
37 up the entire project area. All excess material and debris shall be disposed of by the
38 Contractor in accordance with State and Federal laws and regulations. The project area
39 affected by the Contractor's operations shall be reinstated.
40

41 **7-21.3(8) Sampling and Laboratory Testing**
42

43 The physical properties of the installed CIPP liner shall meet the minimum physical
44 properties per Section 7-21.2(5) verified through field sampling and laboratory testing.
45

46 Per Section 8 of ASTM F1216 and ASTM F1743, the Contractor shall obtain samples from
47 all actual installed CIPP liners. All samples shall be labeled with the following:
48

- 49 • Date of installation
50 • Main segment number
51 • Corresponding plan sheet number

1
2 **The Contractor shall supply samples of all liner segments to the City for**
3 **independent testing.** The City will accept samples that cover multiple segments if they
4 are included in the same lining process. However, the City reserves the right to request a
5 specific segment sample if needed. All material testing shall be performed at the City's
6 expense. Final payment for the project shall be withheld pending receipt and approval of
7 the test results. If properties tested do not meet minimum requirements, the CIPP liner is
8 subject to rejection or replacement.

9
10 **7-21.3(9) Warranty**

11
12 The Contractor shall provide the City a non pro-rated, full labor and materials warranty to
13 be in force and effect for a period of two (2) years from the date of physical completion of
14 the project. The warranty shall cause the Contractor to repair or replace the liner should
15 failures or damage result from faulty material or installation.

16
17 Extended warranties shall be considered for portions of the project that have not met the
18 requirements of the contract or are defective or have been repaired.

19
20 **7-21.3(10) Cone Removal and Replacement (including Pavement Restoration)**

21
22 Removal and reinstallation of manhole cones, flat slab tops, grade rings, frames, and
23 covers may be required to complete the CIPP installation process.

24
25 The removal of the cones including flat tops shall be conducted in such a manner as to
26 not damage either the cone or flat slab top itself or any part of the structure from which it
27 was removed, except for the removal of seals and grouts during its initial removal. Any
28 damage incurred during removal or installation will be solely at the Contractor's expense
29 and will cover any and all repairs, material replacements, labor, machinery required to
30 restore the cone, flat slab top, or structure to equal or better condition and at the City
31 Inspector's approval.

32
33 When the cone or flat slab top is reinstalled to the manhole base, the joint between the
34 base section and cone or flat slab top shall be sealed with new seals and new grout.

35
36 Pavement restoration around each manhole where the cones are removed for CIPP
37 installation shall be completed per City of Tacoma Standard Details.

38
39 **7-21.4 Measurement**

40 *This section is supplemented with the following:*

41
42 The number of linear feet of CIPP liner will be measured based on the actual pipe footage
43 obtained from the post-installation CCTV.

44
45 Internal reinstatement of side sewers will be measured per each.

46
47 Measurement for Cone Removal and Replacement (including Pavement Restoration) will
48 be paid by force account as provided in Section 1-09.6.

49
50 **7-21.5 Payment**

51 *This section is supplemented with the following:*

1
2 Payment will be made in accordance with Section 1-04.1, for each of the following Bid
3 items that are included in the Proposal:

4
5 "Furnish and Install ___-Inch Diam. CIPP for _____ Sewer", per linear foot

6
7 The unit Contract price for furnish and install CIPP per linear foot, shall be considered full
8 compensation for all labor, equipment and materials required to furnish and install the
9 CIPP including final acceptance of the pipe liner per Section 7-21.3(5).

10
11 **Payment for CIPP per linear foot will not occur until Post-Installation videos and**
12 **PACP database files have been submitted, reviewed, and approved by the Engineer.**
13 All costs for completing Post-Installation Cleaning and Inspection shall be included in the
14 CIPP unit price.

15
16 "Internal Reinstatement of Side Sewer", per each

17
18 The unit Contract price for "Internal Reinstatement of Side Sewer", per each, shall be
19 considered full pay for all labor, equipment, and materials necessary to complete the work
20 as specified. Actual quantities will be determined in the field as the Work progresses, and
21 will be paid at the original Bid price, regardless of final quantity. These Bid items shall not
22 be subject to the provisions of 1-04.6 of the Standard Specifications.

23
24 "Cone Removal and Replacement (including Pavement Restoration)", will be paid by force
25 account in accordance with Section 1-09.6.

26
27 All costs for labor, equipment, and materials necessary for pavement removal, pavement
28 repair, crushed surfacing materials, roadside restoration, and all other necessary work to
29 complete the bid item "Cone Removal and Replacement (including Pavement
30 Restoration)" will be paid by force account in accordance with Section 1-09.6. Shoring or
31 extra excavation shall be paid for in the "Shoring or Extra Excavation Class B" bid item.

32
33
34 **END OF SECTION**

35
36
37 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**
38 **(*****)**

39
40 **8-01.1 Description**

41 *This section is supplemented with the following:*

42
43 The City of Tacoma Stormwater Management Manual is available on the City's website
44 at www.cityoftacoma.org/stormwatermanual.

45
46 The Contractor shall submit a SWPPP to complete the work for open-cut point repair for
47 host sewer pipe, cone removal and replacement (including pavement restoration), bury
48 bypass across River Street, and bury bypass across driveway.

49
50 **8-01.3(1)A Submittals**

51 *This section is revised to read:*

1
2 The Contractor shall prepare and implement a project-specific Construction Stormwater
3 Pollution Prevention Plan (SWPPP) in accordance with the City of Tacoma Stormwater
4 Management Manual (SWMM), Volume 2. The SWPPP is a document that describes
5 the potential for pollution problems on a construction site and explains and illustrates the
6 measures to be taken on the construction site to control those problems.

7
8 The Construction SWPPP shall be prepared as a stand-alone document consisting of
9 two sections: Section 1) Construction SWPPP Narrative and Section 2) Temporary
10 Erosion and Sediment Control (TESC) Plans.

11
12 The Department of Ecology has prepared a SWPPP template that can be used for
13 projects in the City of Tacoma. The template can be found on Ecology's website at:
14 <http://www.ecy.wa.gov/programs/wq/stormwater/construction/resourcesguidance.html>.
15 The Contractor developing the SWPPP must ensure that all references are appropriate
16 for the City of Tacoma.

17
18 The SWPPP is considered a "living" document that shall be revised to account for
19 additional erosion control/pollution prevention BMPs as they become necessary and are
20 implemented in the field during project construction. A copy of the most current SWPPP
21 and TESC Plan shall remain on-site at all times and an additional copy shall be
22 forwarded to the Engineer. At the Contractor's preference, revisions to the SWPPP and
23 TESC Plan may be forwarded to the Engineer rather than submitting a complete
24 document. Revisions to the SWPPP and TESC Plan may be kept on-site in a file along
25 with the original SWPPP document.

26
27 The Contractor shall provide Stormwater Pollution Prevention Plan inspection reports or
28 forms per 8-01.3(1) B to the Project Engineer no later than the end of the next working
29 day following the inspection.

30 31 **8-01.3(1)B Erosion and Sediment Control (ESC) Lead**

32 *This section is revised to read:*

33
34 The Contractor shall identify the ESC Lead at the Preconstruction Meeting and the
35 contact information for the ESC Lead shall be added to the Stormwater Pollution
36 Prevention Plan (SWPPP) Report and the Temporary Erosion and Sediment Control
37 (TESC) Plan Sheet. The ESC Lead shall maintain, for the life of the contract, a current
38 Certified Erosion and Sediment Control Lead (CESCL) certificate or maintain a current
39 Certified Professional in Erosion and Sediment Control (CPESC) certificate from a
40 course approved by the Washington State Department of Ecology. The CESCL or
41 CPESC shall be listed on the Emergency Contact List required under Section 1-
42 05.13(1).

43
44 The CESCL or CPESC shall direct implementation of the measures identified in the
45 SWPPP and as shown on the TESC plan. Implementation shall include, but is not
46 limited to the following:

- 47
48 1. Installing and maintaining all temporary erosion and sediment control Best
49 Management Practices (BMPs) included in the SWPPP and as shown on the
50 TESC plan. Damaged or inadequate BMPs shall be corrected as needed to

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

29
30 Upon request, the file shall be provided to the Engineer for review.

31 **8-01.4 Measurement**

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

35
36 The SWPPP and Erosion/Water Pollution Control will be paid by force account in
37 accordance with Section 1-09.6.

38 **8-01.5 Payment**

39
40
41 *The pay item "Erosion/Water Pollution Control", by force account as provided in Section*
42 *1-09.6 is revised to read:*

43
44 Installation, maintenance, and removal of erosion and water pollution control devices
45 including removal and disposal of sediment, stabilization and rehabilitation of soil
46 disturbed by these activities and any additional Work deemed necessary by the
47 Engineer to control erosion and water pollution will be paid by force account in
48 accordance with Section 1-09.6. Directing implementation by ESC Lead of the
49 measures identified in the SWPPP, shown on the TESC plan, and all other work as
50 included in Section 8-01.3(1)B shall be paid by force account as provided in Section 1-
51 09.6.

1
2 “Stormwater Pollution Prevention Plan (SWPPP)”, by force account as provided in
3 Section 1-09.6

4
5 All costs, including but not limited to, preparing, submitting, revising, and resubmitting
6 revisions for the “Stormwater Pollution Prevention Plan (SWPPP)” will be paid by force
7 account in accordance with Section 1-09.6.

8
9 The SWPPP and Erosion/Water Pollution Control will be included in the bid items for
10 “Open-Cut Point Repair for Host Sewer Pipe”, “Cone Removal and Replacement
11 (including Pavement Restoration)”, “Bury Bypass Across River Street”, and “Bury Bypass
12 Across Driveway”.

13
14
15 **END OF SECTION**

16
17
18 **8-02 ROADSIDE RESTORATION**
19 **(*****)**

20
21 **8-02.3 Construction Requirements**

22
23 **8-02.3(17) Roadside Restoration**

24
25 During the construction of the Work, the Contractor shall replace in kind, including but
26 not limited to: any lawn, topsoil, plants, wood chip mulch, crushed rock, affected by the
27 work. Each location of work shall be graded to a smooth and even surface, matching
28 existing grades. Grading shall be accomplished to blend the new work with the existing
29 ground lines and to maintain natural drainage courses. In areas abutting the roadway, or
30 where it is common for pedestrians to walk, lawn restoration shall either be protected
31 from any kind of traffic until the end of the establishment period or left in a manner that is
32 firm when subjected to foot traffic. Restoration of grass areas by placement of seed shall
33 be done through hydro-seeding. Hand seeding will not be allowed, except in small areas
34 as allowed by the Engineer.

35
36 All excess materials shall be removed from the site.

37
38 **8-02.4 Measurement**

39
40 *This section is supplemented with the following:*

41
42 Roadside restoration will be paid by force account in accordance with Section 1-09.6.

43
44 **8-02.5 Payment**

45 *This section is supplemented with the following:*

46
47 “Roadside Restoration”, per force account as provided in Section 1-09.6.

48
49 All costs for all materials, labor, tools, equipment, and any necessary landscape items to
50 complete the work, including but not limited to, grass sod/seed, planting area
51 preparation, soil amendment, grading, cultivating, planting, mulching, compost, cleanup,

1 and water will be paid for by force account in accordance with Section 1-09.6. If any
2 compost is used on the project as part of the roadside restoration, the Contractor shall
3 provide the cubic yard of compost to the Engineer.

4
5
6 **END OF SECTION**
7

8
9 *Add the following new Section:*

10
11 **8-30 RAILROAD SAFETY**
12 **(*****)**

13
14 **8-30.1 Railroad Coordination and Safety Program**

15
16 This Section describes the requirements for rail coordination and rail safety.

17
18 **The Contractor shall be responsible for obtaining permits and insurance**
19 **required by Union Pacific Railroad prior to any work within 50 feet of the**
20 **centerline of railroad tracks.**

21
22 The Contractor shall not permit any of its employees and subcontractors' employees
23 to enter within 50 feet of the centerline of railroad tracks until insurance and permit
24 requirements are met and approved by Union Pacific Railroad. The Contractor must
25 comply with all requirements of Federal Railroad Administration regulations
26 regarding railroad workplace safety included in Title 49, Part 214 of the Code of
27 Federal Regulations.

28
29 There is no published schedule for freight service. The Union Pacific Railroad
30 Roadmaster can provide general information about freight movements on the
31 tracks. Union Pacific Railroad does not guarantee the accuracy or completeness of
32 any published or unpublished schedules and reserves the right to add, change or
33 otherwise modify the level of activity across the tracks.

34
35 The Contractor shall ensure its on-site Project Supervisor(s), its employees,
36 subcontractors, agents or invitees have completed a Safety Orientation online before
37 the individual performs any work on the Project within 50 feet of the centerline of
38 railroad tracks.

39
40 The Contractor shall notify, schedule, and coordinate railroad flagging with Union
41 Pacific Railroad for access to the following wastewater and stormwater structures:

- 42 1. Stormwater MH #6761515 (St. Paul Avenue)
43 2. Wastewater MH #6771357 (St. Paul Avenue)
44 3. Wastewater MH #6771010 (St. Paul Avenue)

45
46 The final decision as to the number and location of flagger(s) that will be required for
47 the work will be made by Union Pacific Railroad. Repeated instances where the
48 flaggers are scheduled and no effective work occurs will be considered when
49 reviewing change order requests.
50

1 If no flagger is present on the work site, no workers may enter the work area within
2 50 feet of the centerline of tracks. No equipment may be operating within the work
3 zone or any other work occurring within a distance allowing materials or equipment
4 to swing over or occupy the area.

5
6 The Contractor shall incorporate specific "Safety Action Plans" into its safety
7 program, provide a copy of the "Safety Action Plan" to Union Pacific Railroad
8 Roadmaster and the Contracting Agency prior to commencement of any work within
9 50 feet of the centerline of railroad tracks and shall periodically audit the plans. The
10 Contractor shall adhere to and comply with "Basic Contractor Safety and Operating
11 Requirements".

12
13 If Union Pacific instructs the Contractor to move the Contractor's equipment,
14 materials or any installed material, the Contractor shall do so promptly. The
15 Contractor shall not adjust or operate Union Pacific serviceable or functioning track
16 or signal systems without prior written authorization from Union Pacific.

17
18 The Contractor shall coordinate its Work so that there will be no delay to trains or
19 interference in any manner with the operation of trains without prior written
20 authorization from Union Pacific.

21
22 The Contractor shall coordinate its Work with other Union Pacific Railroad
23 Contractors.

24
25 The Contractor shall not take any facility or equipment out of service without prior
26 written approval from Union Pacific as appropriate. Any requests by the Contractor
27 to take facilities or equipment out of service shall be made to Union Pacific per the
28 advance notification timeframe prior to the time it is necessary to take the facility or
29 equipment out of service.

30
31 The Contractor shall protect the track and signals from exposure to concrete, debris,
32 dirt and water during the Work.

33
34 If damage is sustained by any of the existing signal and communication equipment,
35 underground or above ground, as a result of the Contractor's operations, whether the
36 damage sustained was intentional or not, the Contractor shall immediately inform the
37 Union Pacific Railroad Roadmaster.

38
39 The Contractor shall be responsible for paying for the costs of repair or replacement,
40 including, but not limited to, the following charges:

- 41
42 1. Replacement of the damaged equipment.
- 43
44 2. Any necessary inspection and testing of the system, before and after repair or
45 replacement of the damaged equipment.

46 47 **8-30.2 General Work Requirements**

48
49 There shall be no storage of material or equipment within 50 feet from the centerline
50 of any railroad track without prior approval of Union Pacific.

1 Tracks must be kept operational during the term of this project.

2

3 **8-30.3 Measurement**

4

5 No specific measurement shall apply to the lump sum item "Railroad Safety &
6 Coordination".

7

8 "Railroad Flagging" will be measured by the hour.

9

10 **8-30.4 Payment**

11

12 "Railroad Safety & Coordination", per lump sum

13

14 The lump sum contract price for "Railroad Safety & Coordination" shall be full pay for
15 all costs to obtain the necessary permits, training, certification, insurance, develop
16 Safety Action Plans, all coordination with Union Pacific Railroad of upcoming work
17 within 50 feet of the railroad tracks including railroad flagging to perform the Work as
18 described in these Specifications.

19

20 "Railroad Flagging", per hour

21

22 The unit Contract price for "Railroad Flagging", per hour, shall be considered full pay
23 for the railroad flagging time necessary to complete the work as specified. Actual
24 quantities will be determined in the field as the Work progresses, and will be paid at
25 the original Bid price, regardless of final quantity. These Bid items shall not be subject
26 to the provisions of 1-04.6 of the Standard Specifications.

27

28

29 **END OF SECTION**

30

31

32 **9-03 AGGREGATES**

33 **(*****)**

34

35 **9-03.21 Recycled Material**

36

37 **9-03.21(1) General Requirements**

38 **(Jun 16, 2016 Tacoma GSP)**

39 *This section is supplemented with the following:*

40

41 Recycled materials will only be permitted upon approval of the Engineer. Recycled
42 concrete shall not be permitted for use as pipe zone backfill, backfill above pipe zone,
43 and extra excavation area backfill material.

44

45

46 **END OF SECTION**

47

48

49 **END OF SPECIAL PROVISIONS**

APPENDIX A

PROJECT PLAN SET

AND

CITY OF TACOMA STANDARD PLANS



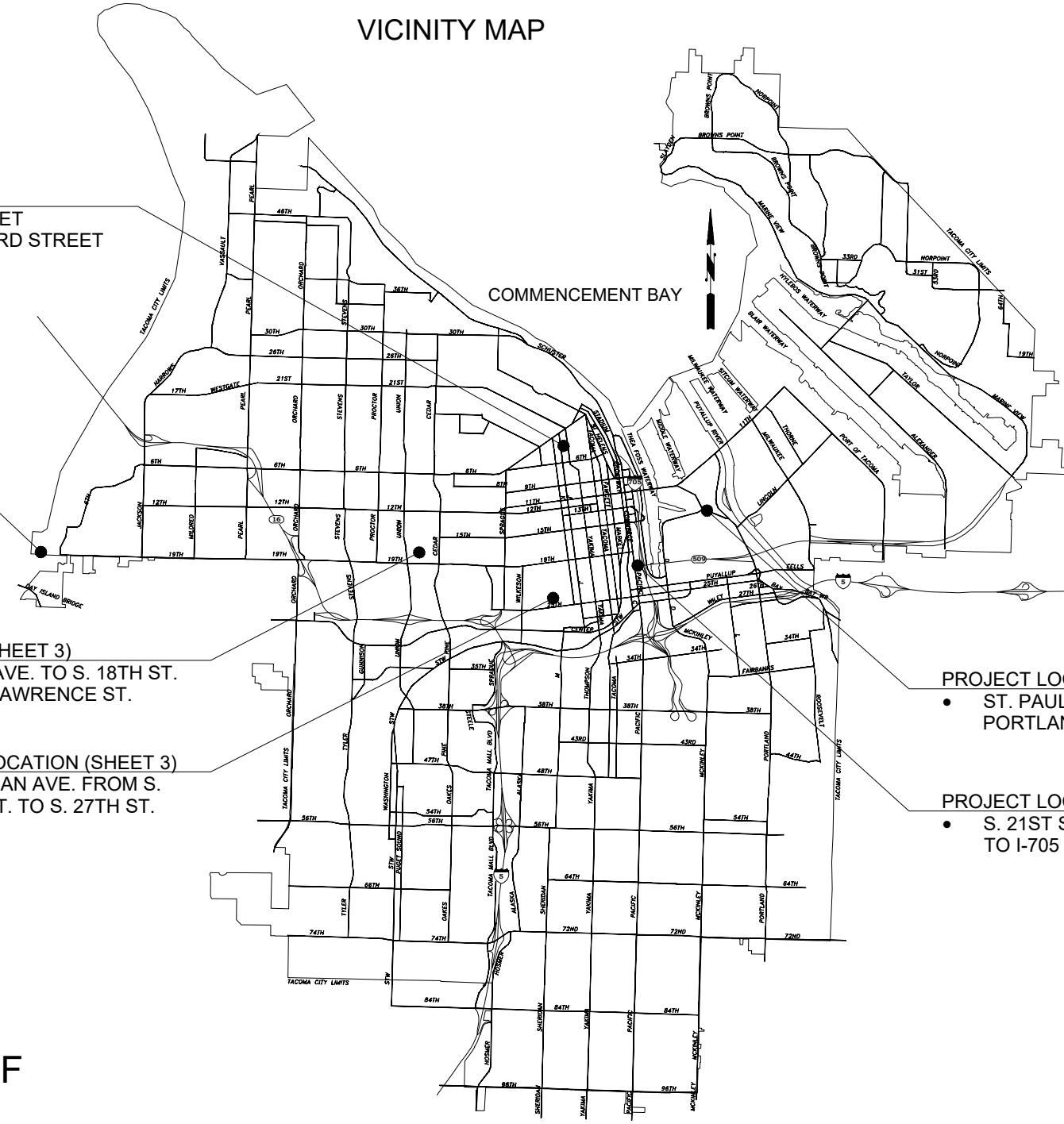
2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe Sewer Rehabilitation Project in Various Tacoma Locations - REBID

Environmental Services Department
March 2023

INDEX OF DRAWINGS

SHEET NUMBER	TITLE OF DRAWINGS
1	Cover Sheet
2	Plan
3	Plan
4	Plan
5	Plan and Notes

VICINITY MAP



PROJECT LOCATION (SHEET 4)

- S. 4TH STREET FROM "J" STREET TO "I" STREET
- S. J STREET FROM DIVISION AVENUE TO S. 3RD STREET

PROJECT LOCATION (SHEET 3)

- S. 19TH ST. FROM 91ST AVE W. AND S. WILTON RD.

PROJECT LOCATION (SHEET 3)

- S. PUGET SOUND AVE. TO S. 18TH ST. & UNION AVE. TO LAWRENCE ST.

PROJECT LOCATION (SHEET 3)

- SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.

PROJECT LOCATION (SHEET 2)

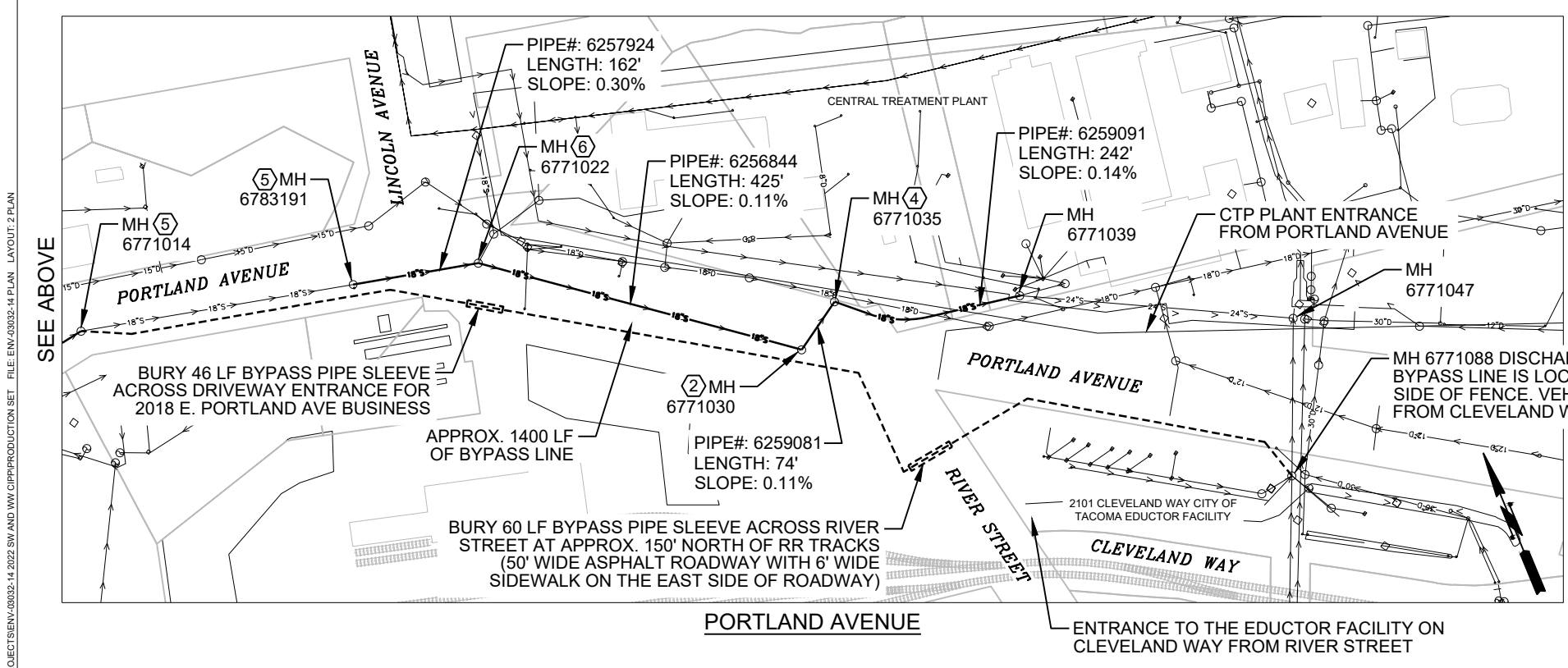
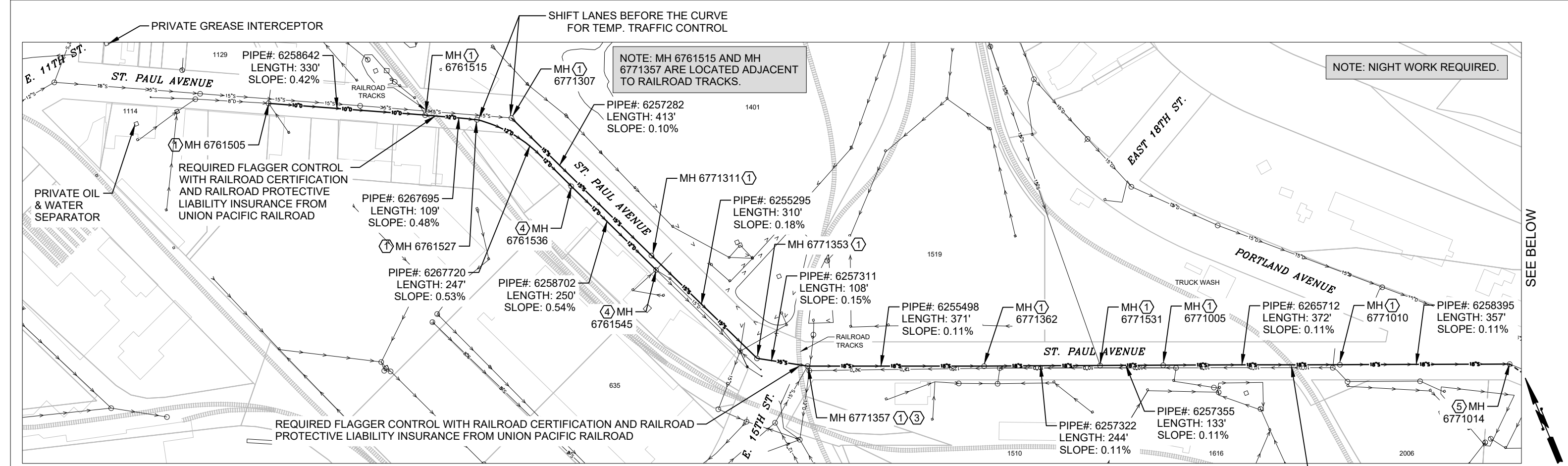
- ST. PAUL AVENUE AND PORTLAND AVENUE

PROJECT LOCATION (SHEET 3)

- S. 21ST ST. FROM PACIFIC AVE. TO I-705

ENV-03032-14 Stormwater
ENV-04024-14 Wastewater
Specification No. ES23-0015F

BID SET



- FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS PER SPECIAL PROVISIONS SECTION 1-05.3
- THESE ARE THE SUGGESTED TRAFFIC CONTROL TEMPLATES FOR THE ST. PAUL AVE. AND PORTLAND AVE. LOCATIONS:
- ① TWO-WAY LANE SHIFT WITH PARKING CLOSURE (ONE/BOTH SIDES)
 - ② RIGHT/MULTI-LANE CLOSURE WITH MERGE/SHIFT
 - ③ LANE CLOSURE(S) WITH FLAGGERS
 - ④ SIDEWALK/PARKING CLOSURE
 - ⑤ RIGHT LANE CLOSURE
 - ⑥ LANE SHIFTS/CLOSURES AT INTERSECTION (UPO CONTROL)
- PEDESTRIAN CROSSING (AT ANY/ALL INTERSECTIONS WITH OR WITHOUT MARKED CROSSWALKS) AND SIDEWALK CONTROLS PER CITY OF TACOMA TRAFFIC CONTROL HANDBOOK.

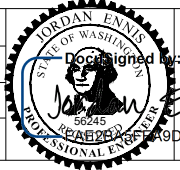
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BID SET



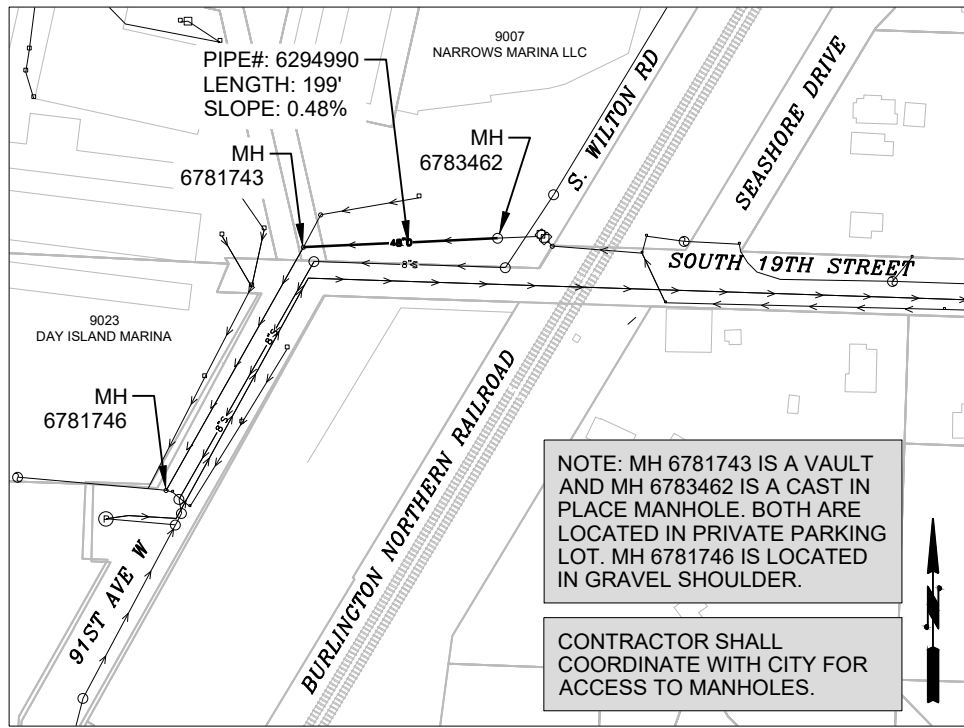
NO	REVISION	DATE	APPD

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DESIGNED OAM	CHECKED KSP	PROJECT NAME
DATE	DRAWN JLP	DRAWING NAME ENV-03032-14 Plan.dwg
FIELD BOOKS		

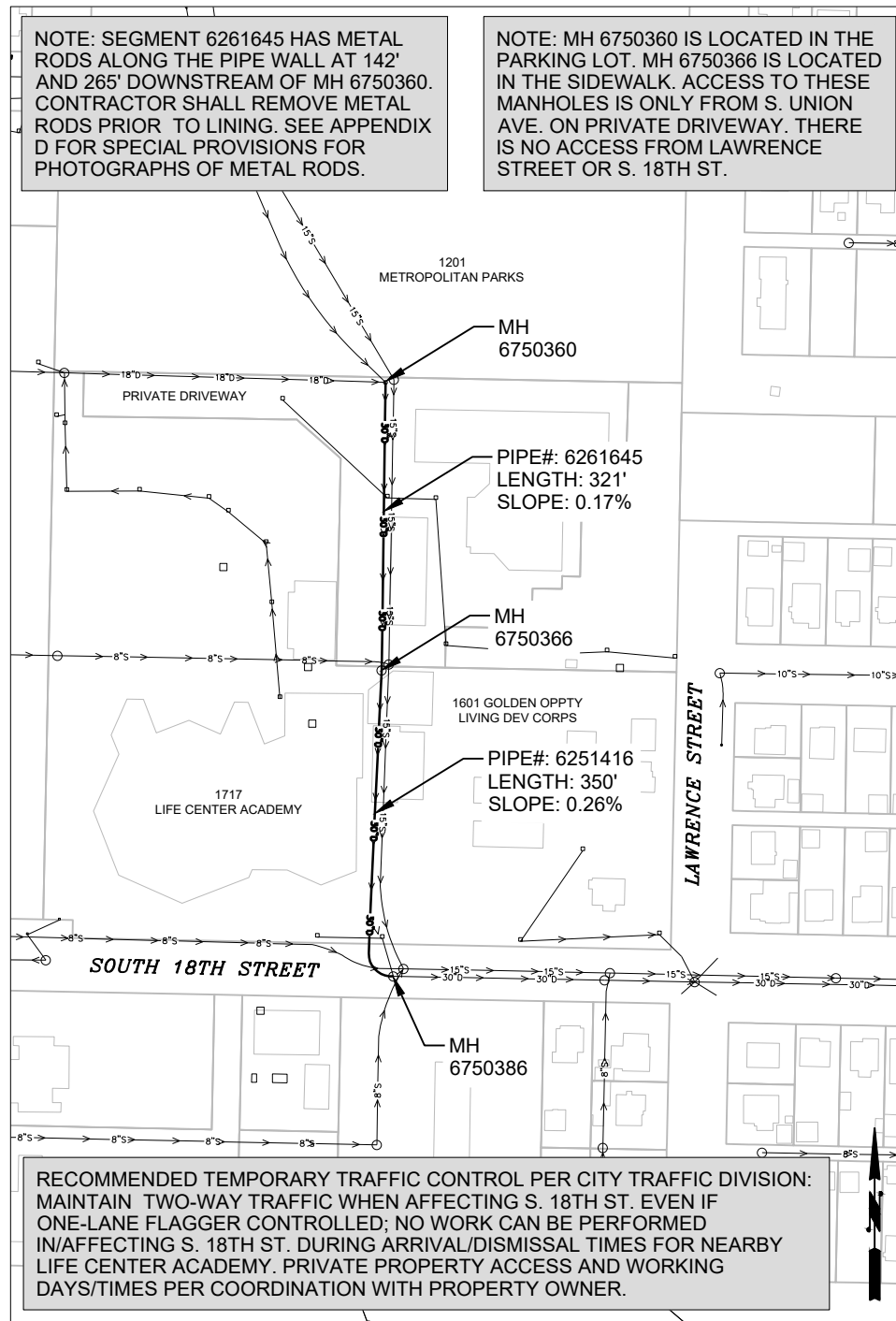


CITY OF TACOMA
 ENVIRONMENTAL SERVICES DEPARTMENT
 2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe Sewer Rehabilitation Project in Various Tacoma Locations - REBID
 Plan

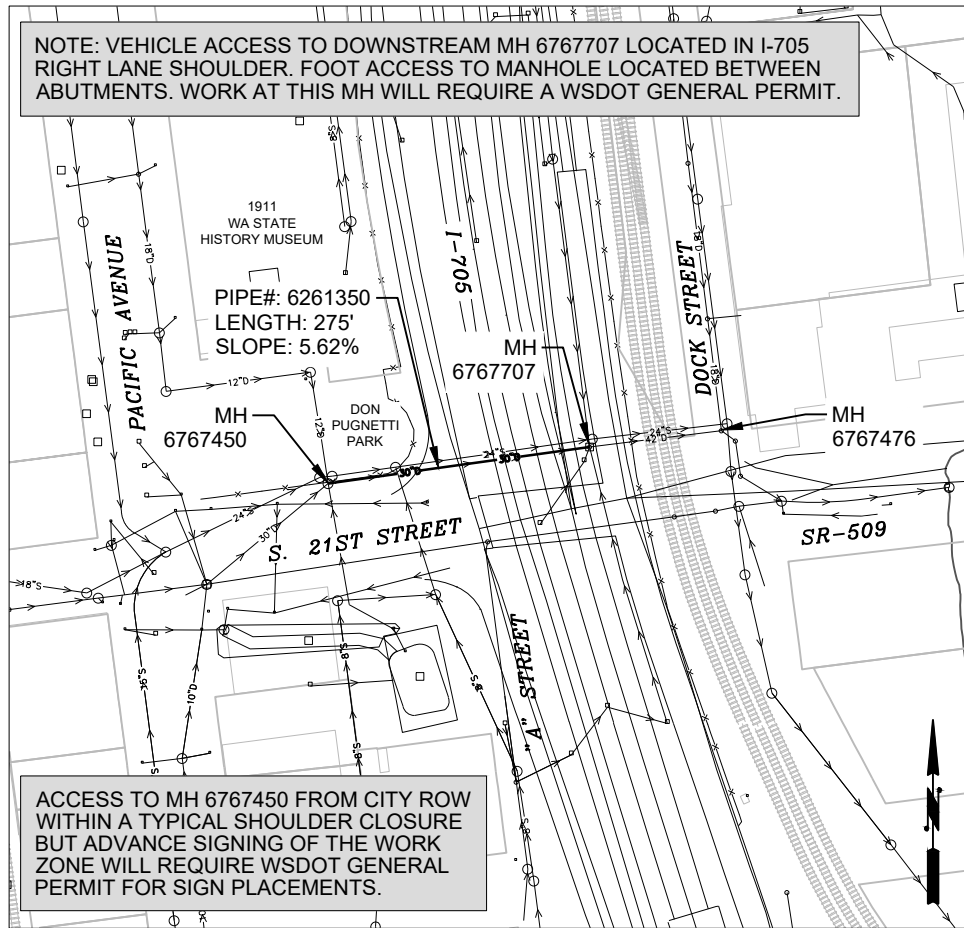
SPEC. NO.	ES23-0015F
WBS NO.	ENV-03032-14
SHEET NO.	ENV-04024-14
SHEET	2 of 5



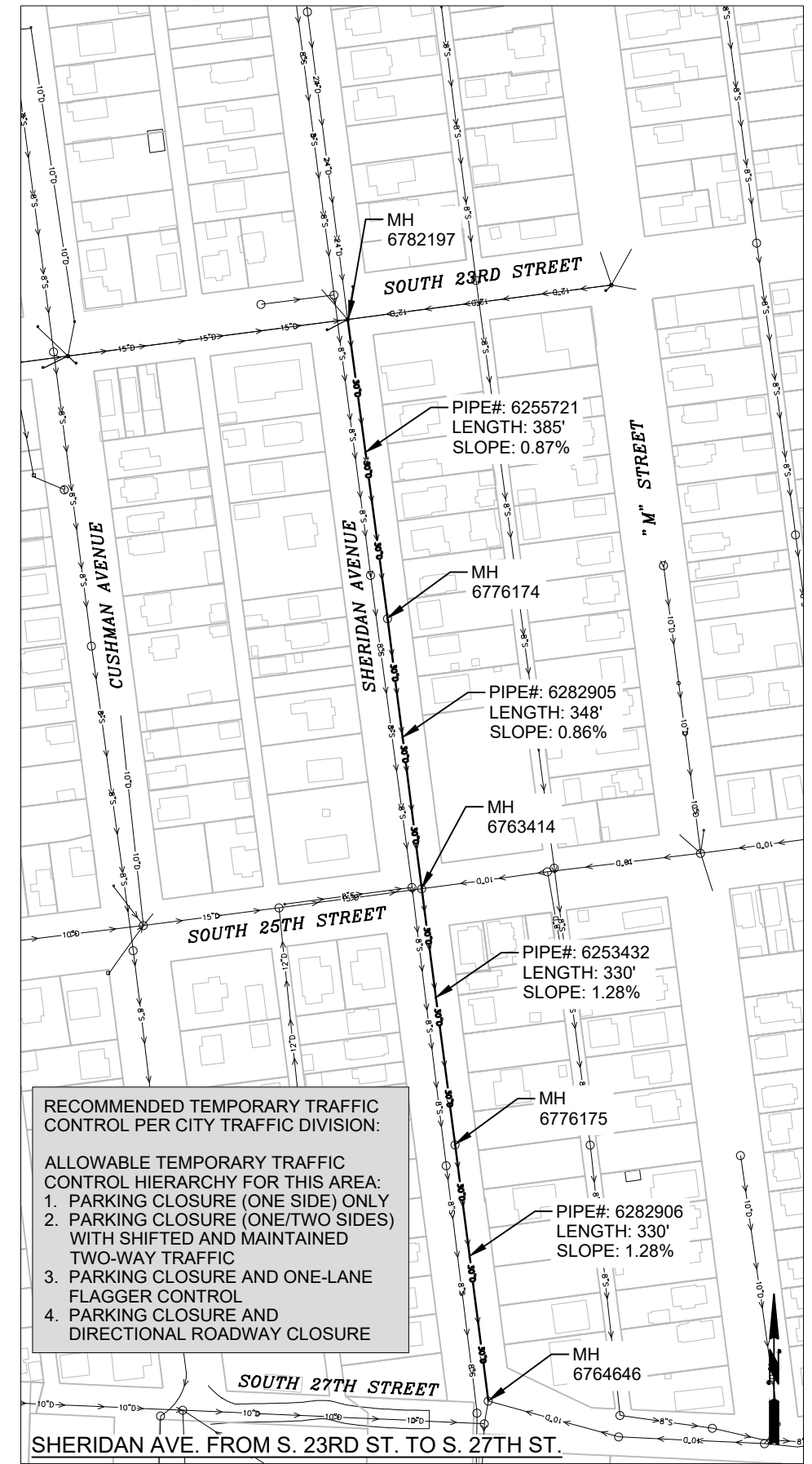
S. 19TH ST. FROM 91ST AVE W. AND S. WILTON RD.



S. PUGET SOUND AVE. TO S. 18TH ST. & UNION AVE. TO LAWRENCE ST.



S. 21ST ST. FROM PACIFIC AVE. TO I-705



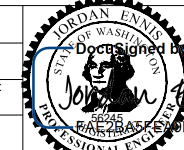
SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.

BID SET



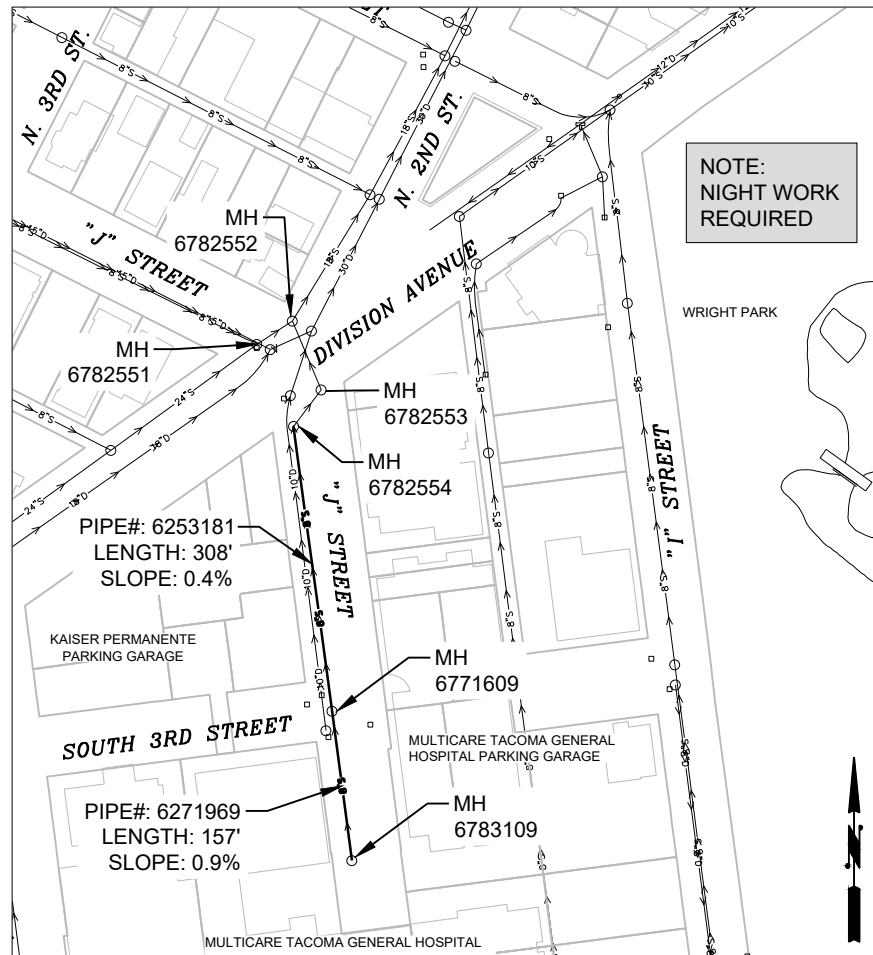
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	3/24/23	1" = 200'
DESIGNED	CHECKED	
OAM	KSP	
DATE	DRAWN	PROJECT NAME
	JLP	
FIELD BOOKS	DRAWING NAME	
	ENV-03032-14 Plan.dwg	



2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe Sewer Rehabilitation Project in Various Tacoma Locations - REBID Plan

SPEC. NO.	ES23-0015F
WBS NO.	ENV-03032-14
	ENV-04024-14
SHEET NO.	
SHEET	3 OF 5

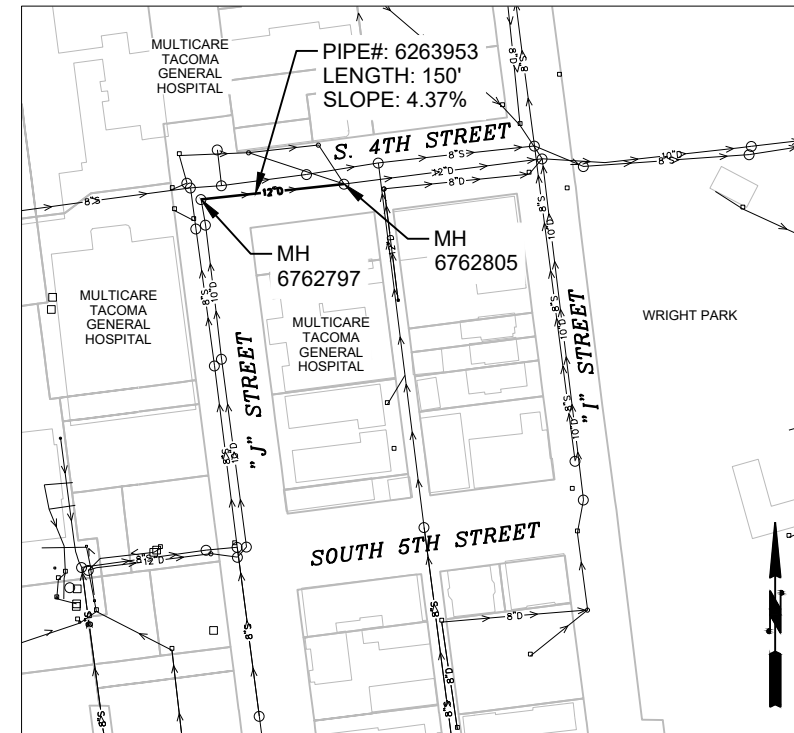


NOTE:
NIGHT WORK
REQUIRED

S. "J" ST. FROM DIVISION AVENUE TO S. 3RD ST.

NOTE:
MH 6782554 IS A SQUARE VAULT LOCATED OUTSIDE OF THE INTERSECTION OF DIVISION AVE AND S. J. ST. MH 6771609 AND MH 6783109 ARE LOCATED ADJACENT TO KAISER PERMANENTE PARKING GARAGES. CONTRACTOR SHALL COORDINATE WITH CITY PER SPECIAL PROVISIONS SECTION 7-08.3(5) FOR BYPASS OPERATIONS. ANY WORK ON SOUTH J STREET AND DIVISION AVENUE MUST BE COORDINATED AT LEAST TWO WEEKS IN ADVANCE WITH THE CITY, KAISER PERMANENTE, AND SOUND TRANSIT HILL TOP EXTENSION PROJECT.

NOTE: NIGHT WORK REQUIRED.



S. 4TH STREET FROM "J" STREET TO "I" STREET

NOTE:
UPSTREAM MH 6762797 AND DOWNSTREAM MH 6762805
RECEIVE FLOWS FROM MULTICARE HOSPITAL.

NOTE:
ANY WORK ON S. 4TH ST. MUST BE COORDINATED WITH THE CITY,
MULTICARE TACOMA GENERAL HOSPITAL AND SOUND TRANSIT HILL
TOP EXTENSION PROJECT.

BID SET

	NO	REVISION	DATE	APPD	FINAL CONSTRUCTION CHECKED DATE: 3/24/23 SCALE: NO SCALE DESIGNED: OAM CHECKED: KSP DRAWN: JLP PROJECT NAME: FIELD BOOKS: DRAWING NAME: ENV-03032-14 Plan.dwg		CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT 2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe Sewer Rehabilitation Project in Various Tacoma Locations - REBID Plan	SPEC. NO. ES23-0015F
					WBS NO. ENV-03032-14 ENV-04024-14			
					SHEET NO. 4 OF 5			

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STORMWATER MAINS

Sheet	Shot	Segment	Material	Size (inches)	Length	Up MH	Up Depth	Dn MH	Dn Depth	Slope (%)	Location
2		6258642	URC	10	330	6761505	3.9	6761515	3.7	0.42	ST. PAUL AVENUE
2		6267695	URC	12	109	6761515	3.7	6761527	3.8	0.48	ST. PAUL AVENUE
2		6267720	URC	12	247	6761527	3.8	6761536	6.3	0.53	ST. PAUL AVENUE
2		6258702	URC	12	250	6761536	6.3	6761545	6.6	0.54	ST. PAUL AVENUE
3		6294990	CMP	48	199	6783462	7.5	6781743	5.4	-0.48	S. 19TH ST. FROM 91ST AVE W AND S. WILTON RD.
3		6261350	CMP	30	275	6767450	27.2	6767707	12.7	5.62	S. 21ST ST. FROM PACIFIC AVE. TO I-705
3		6261645	URC	30	321	6750360	9.0	6750366	23.1	0.17	S. PUGET SOUND AVE. TO S. 18TH ST. & UNION AVE. TO LAWRENCE ST.
3		6251416	URC	30	350	6750366	23.1	6750386	21.3	0.26	S. PUGET SOUND AVE. TO S. 18TH ST. & UNION AVE. TO LAWRENCE ST.
3		6255721	URC	30	385	6782197	9.6	6776174	8.8	0.87	SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.
3		6282905	URC	30	348	6776174	8.8	6763414	6.5	0.86	SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.
3		6253432	URC	30	330	6763414	6.5	6776175	8.7	1.28	SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.
3		6282906	URC	30	330	6776175	8.7	6764646	9.2	1.28	SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.
4		6263953	URC	12	150	6762797	4.9	6762805	4.2	4.37	S. 4TH STREET FROM "J" STREET AND "I" STREET

WASTEWATER MAINS

Sheet	Shot	Segment	Material	Size (inches)	Length	Up MH	Up Depth	Dn MH	Dn Depth	Slope (%)	Location
2		6257282	URC	15	413	6771307	8.2	6771311	8.6	0.1	ST. PAUL AVENUE
2		6255295	URC	15	310	6771311	8.6	6771353	8.9	0.18	ST. PAUL AVENUE
2		6257311	RCP	15	108	6771353	8.9	6771357	9.4	0.15	ST. PAUL AVENUE
2		6255498	URC	18	371	6771357	9.4	6771362	8.5	0.11	ST. PAUL AVENUE
2		6257322	URC	18	244	6771362	8.5	6771531	9.3	0.11	ST. PAUL AVENUE
2		6257355	URC	18	133	6771531	9.3	6771005	9.3	0.11	ST. PAUL AVENUE
2		6265712	URC	18	372	6771005	9.3	6771010	9.9	0.11	ST. PAUL AVENUE
2		6258395	URC	18	357	6771010	9.9	6771014	11.7	0.11	ST. PAUL AVENUE
2		6257924	URC	18	162	6783191	10.3	6771022	13.6	0.3	ST. PAUL AVENUE
2		6256844	URC	18	425	6771022	13.6	6771030	14.7	-0.03	PORTLAND AVENUE
2		6259081	URC	18	74	6771030	14.7	6771035	14.9	0.11	PORTLAND AVENUE
2		6259091	URC	18	242	6771035	14.9	6771039	12.6	0.14	PORTLAND AVENUE
4		6253181	TCP	8	282	6771609	9.4	6782554	13.4	1.98	S. "J" ST FROM DIVISION AVE TO S. 3RD ST
4		6271969	TCP	8	157	6783109	8.2	6771609	9.4	0.94	S. "J" ST FROM DIVISION AVE TO S. 3RD ST

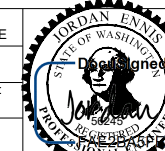
Pipe Size (In.)	Pipe Length (lf)
8	439
10	330
12	756
15	831
18	2380
30	2339
48	199
Total	7274

BID SET



NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE	SCALE
	3/24/23	NO SCALE
DESIGNED	CHECKED	
OAM	KSP	
DATE	DRAWN	PROJECT NAME
	JLP	
FIELD BOOKS	DRAWING NAME	
	ENV-03032-14 Plan.dwg	



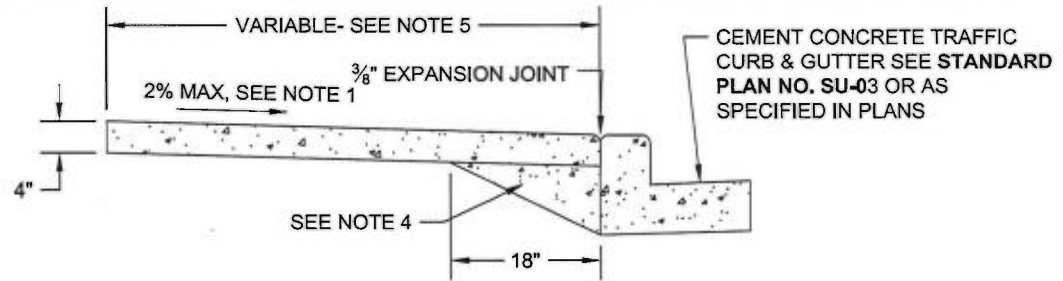
CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
 2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe
 Sewer Rehabilitation Project in Various Tacoma Locations - REBID
 Notes

SPEC. NO.	ES23-0015F
WBS NO.	ENV-03032-14
SHEET NO.	ENV-04024-14
SHEET	5 of 5

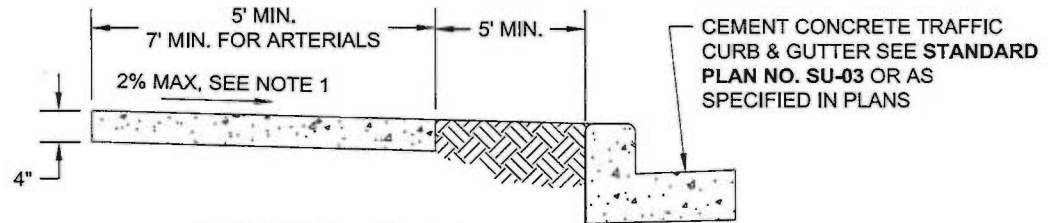
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NOTES:

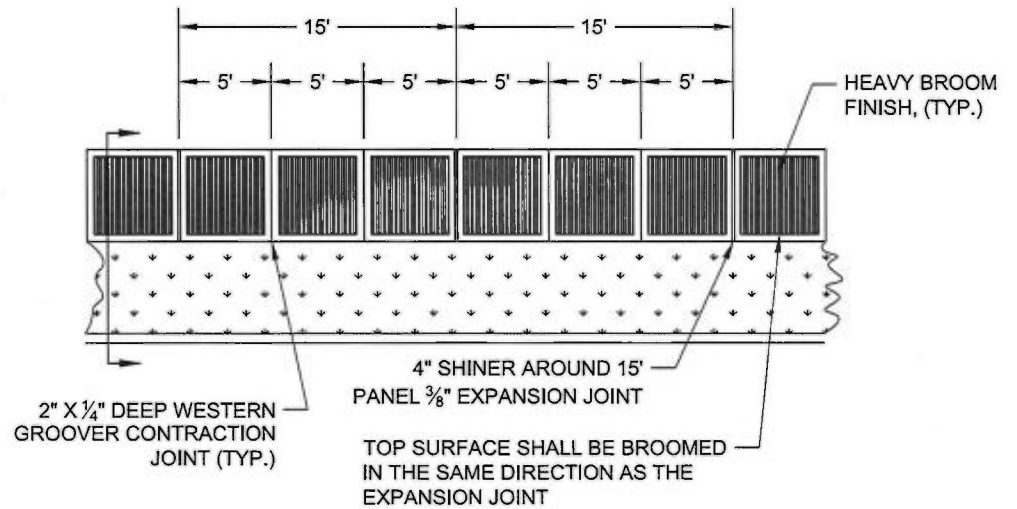
1. Sidewalks shall be designed and constructed in accordance with 2010 ADA Standards, 28 CFR, Part 35 and as supplemented by the Public Right of Way Accessibility Guidelines (PROWAG). City of Tacoma prefers sidewalk cross slopes to be designed to a maximum of 1.5% and a minimum of 1.0%
2. When placing walk adjacent to existing curb and gutter, curb and gutter will be repaired as necessary before placing concrete forms for walk.
3. Staking is required where no curb is present.
4. Thickened edge shall be constructed using cement concrete on all radii. All other locations shall be backfilled and compacted.
5. Combination walk shall be 7' min. on all commercial sites and arterial streets. Combination walk shall be a minimum of 5' on non arterial streets. Dimensions are from back of curb to back of walk. See contract plans for width and placement of sidewalk.
6. All expansion joints shall be full depth with $\frac{3}{8}$ " premolded joint filler.
7. All joints shall be cleaned and edged. External edges shall be $\frac{1}{2}$ " radius. Internal joints shall be $\frac{1}{4}$ " radius.
8. All soft and yielding foundation material shall be removed and replaced with crushed surfacing top course (CSTC) per Section 9-03.9(3) of the WSDOT Standard Specifications.
9. All sidewalk shall be replaced to the nearest expansion or contraction joint. All joints shall be saw cut full depth prior to restoration and $\frac{3}{8}$ " expansion joint installed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
10. For sidewalks within the North Slope Historical District area use Standard Plan HD-NS03. See Standard Plan HD-NS01 for North Slope Historic District site map.



SECTION DETAIL A-A

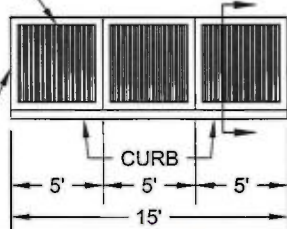


SECTION DETAIL B-B



TOP SURFACE SHALL BE BROOMED IN THE SAME DIRECTION AS THE EXPANSION JOINT

4" SHINER AROUND 15' PANEL $\frac{3}{8}$ " EXPANSION JOINT



$\frac{3}{8}$ " EXPANSION JOINT TO MATCH CURB JOINTS NOT TO EXCEED 15'

2" X $\frac{1}{4}$ " DEEP WESTERN GROOVER CONTRACTION JOINT (TYP.)

4" SHINER AROUND 15' PANEL $\frac{3}{8}$ " EXPANSION JOINT

TOP SURFACE SHALL BE BROOMED IN THE SAME DIRECTION AS THE EXPANSION JOINT

REVIEWED BY	
DCS PUBLIC WORKS N/A TACOMA POWER	Gmf ENVIRONMENTAL SERVICES N/A TACOMA WATER



APPROVED FOR PUBLICATION	
[Signature] CITY ENGINEER	4/25/19 DATE

CITY OF TACOMA	
CEMENT CONCRETE SIDEWALK	
STANDARD PLAN NO.	SU-04

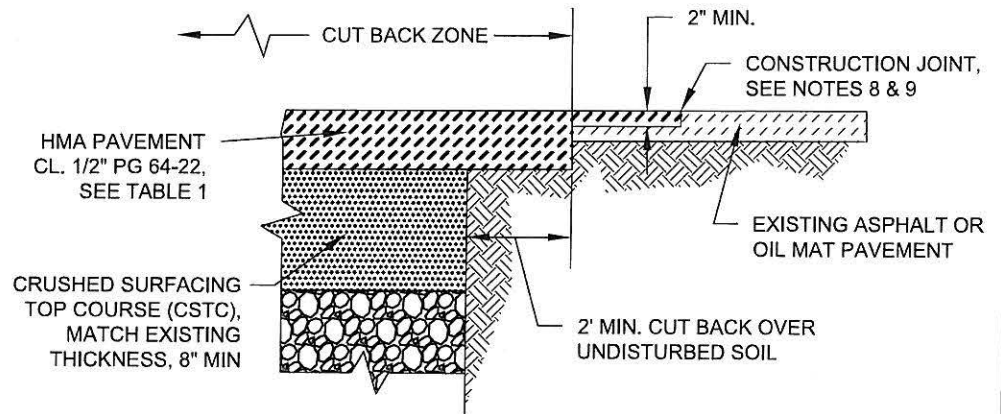
NOTES

1. **All pavement restoration work shall also meet the requirements of the City of Tacoma's Right of Way Restoration Policy. See Standard Plan SU-15B for any streets exempt from this policy.**
2. Temporary Surface Restoration:
Arterials, industrial areas and/or roads with bus traffic: Temporary patches shall be compacted and leveled to a minimum of 3-inches of hot-mix asphalt (HMA).
Residential areas and alleys: Temporary patches shall be compacted and leveled to a minimum of 2-inches of either HMA or cold-mix asphalt. Temporary patches between October 1st and March 31st shall be made with HMA unless otherwise approved.
3. All permanent final patches shall be rectangular in shape and constructed parallel and perpendicular to the road centerline.
4. Where existing pavement defects are in close proximity to the new cut, the inspector may require additional pavement removal to eliminate the pavement defect.
5. The final cut edge of paved surfaces shall be smooth and straight, consistent with grinding or saw cutting devices. No jagged, broken or undermined edges are allowed. Cutting wheel run-out beyond the limits of the opening shall be filled in accordance with WSDOT Standard Specification 5-05.3(8)B for cement concrete surfaces and 5-04.3(5)C for asphalt concrete surfaces.
6. Final compaction of HMA shall be 91% of maximum density.
Isolated patches: Minimum 1 test per patch up to 150 square feet, and 1 test required every additional 300 square feet, thereafter.
Trench patches: 1 test every 150 linear feet of trench with a minimum of 2 tests per trench.
 Testing shall be performed by a certified independent testing laboratory or certified tester, as approved by the City's Construction Division. Tests shall be completed and reports identifying the project number submitted to the City Construction Division within 48 hours of test.
7. All joints between the new and original asphalt pavement shall be sealed with hot asphalt or asphalt emulsion and covered with dry paving sand before the asphalt solidifies. Existing surfaces shall be prepared in accordance with WSDOT Standard Specification 5-04.3(5)A prior to placing any new pavement surfaces.

8. Longitudinal construction joints shall only be located at the center or edge of affected lanes.
 Streets and courts 20 feet or less in width and all alleys are considered one-lane streets. Non-arterial streets and courts greater than 20 feet in width with no traffic channelization are considered two-lane streets with one-lane either side of the centerline of the street.
 Non-arterial streets greater than 32 feet in width with no traffic channelization may be considered three lane streets upon prior approval from the City Engineer.
9. Transverse construction joints terminate at the edge of the 2' cut back.
10. HMA pavement shall not be placed over CDF until approved by the City.

**TABLE 1
PAVEMENT REPLACEMENT DEPTH
IN CUT BACK ZONE**

	MIN.	MAX.
ARTERIALS, INDUSTRIAL AREAS & ROADS WITH BUS TRAFFIC	MATCH EXISTING +1", OR 4", WHICHEVER IS GREATER	6"
RESIDENTIALS AND ALLEYS	MATCH EXISTING +1", OR 3", WHICHEVER IS GREATER	4"



APPROVED FOR PUBLICATION

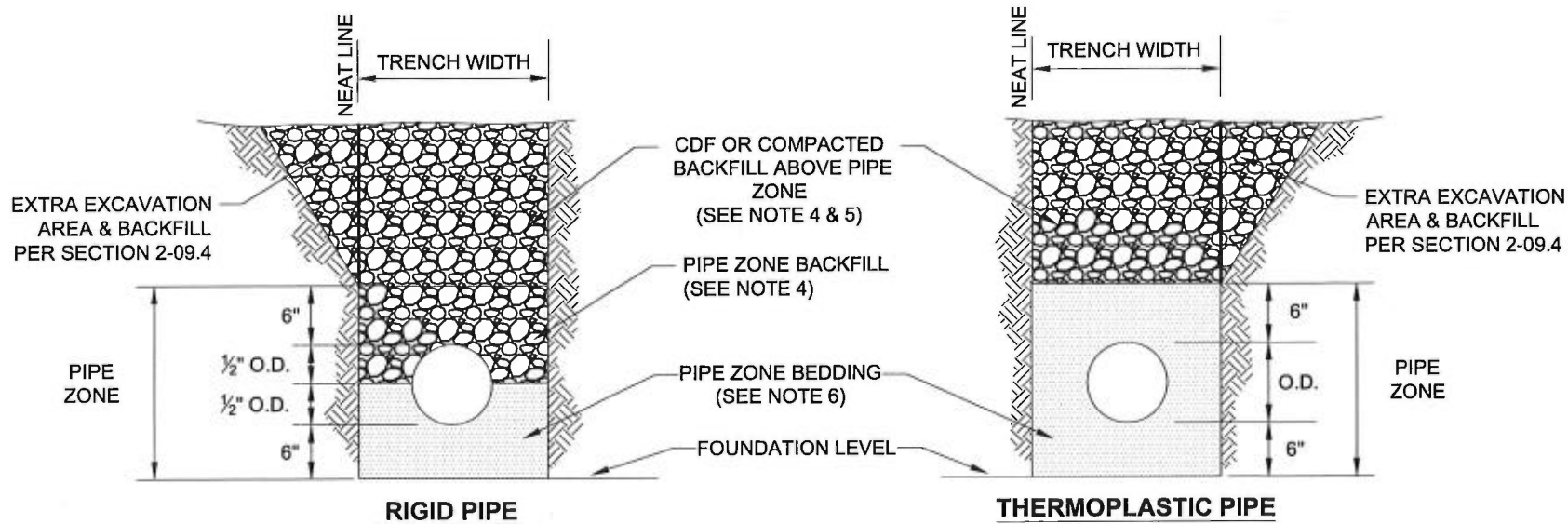
CITY OF TACOMA
DEPARTMENT OF PUBLIC WORKS

James Ramsey
CITY ENGINEER

12 Jun 2009
DATE

TYPICAL PAVEMENT RESTORATION
FOR ASPHALT CONCRETE/OIL MAT
PAVEMENT

STANDARD PLAN NO. SU-15A



NOTES:

1. Provide uniform support under barrel and provide pockets in bedding for pipe bells.
2. Hand tamp under haunches.
3. Trench width shall be as specified in Section 2-09.4 of the WSDOT Standard Specifications.
4. Pipe zone backfill and backfill above pipe zone shall meet the material requirements of WSDOT Standard Specification Section 9-03.12(2) for gravel backfill for walls.
5. All trenches shall be compacted in accordance with SU-28.
6. Pipe zone bedding shall meet the material requirements of WSDOT Standard Specification Section 9-03.9(3) for crushed surfacing top course.

DCS
PUBLIC WORKS
NA
TACOMA POWER

REVIEWED BY **GMS**
ENVIRONMENTAL SERVICES
NA
TACOMA WATER



APPROVED FOR PUBLICATION
[Signature]
CITY ENGINEER
8/16/16
DATE

CITY OF TACOMA
PIPE ZONE BEDDING AND BACKFILL
FOR SANITARY AND STORM
SEWERS
STANDARD PLAN NO. SU-16

APPENDIX B

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.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Commercial (Business) Automobile Liability Insurance

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

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 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 Professional Liability policy shall include Pollution Liability coverage.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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.

3.10 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).

APPENDIX C

EXAMPLE TRAFFIC CONTROL PLANS

AND WSDOT GENERAL PERMIT

Applicant (hereinafter referred to as Permit Holder)				Permit Number GP	
Address				State Route	
City	State	Zip Code	Begin Milepost (if applicable) Left Right		End Milepost (if applicable) Left Right
Phone Number		FED ID/SWV #		Region	
Email				County	
Project Name (if applicable)					
Public Land Survey System (PLSS)					
At or begins at _____ 1/4 of the _____ 1/4 of Section _____ Township _____ N, Range _____ E W					
and if applicable ends at _____ 1/4 of the _____ 1/4 of Section _____ Township _____ N, Range _____ E W					
This General Permit shall apply to all Work being constructed by the permit on WSDOT right-of-way that is owned by or under WSDOT jurisdiction and includes all Work that will be WSDOT's responsibility to maintain when the Work is completed and accepted by WSDOT. (RCW 47.24.020 City Streets as part of State Highways.)					
Intended Use of WSDOT Highway Right-of-Way (hereinafter referred to as the "Work"):					
The Washington State Department of Transportation hereinafter will be referred to as "WSDOT." WSDOT will allow the Permit Holder to construct, upgrade, use, and/or maintain the Work described above provided the Permit Holder accepts all the terms, provisions, and exhibits attached hereto and by this reference made a part of this permit.					
Exhibit "A": General Permit Special Provisions			Exhibit "E":		
Exhibit "B": Right of Way Sheet and/or Vicinity Map			Exhibit "F":		
Exhibit "C":					
Exhibit "D":					
By signing below the Permit Holder accepts all the terms, provision, and exhibits attached to and made a part of this permit.					
Permit Holder			WSDOT Approval		
Print Name			Print Name		
Print Title			Print Title		
Signature			Signature		
Date			Date		
			Expiration Date		

General Provisions

No changes to these General Provisions may be made without further approval of the Office of the Attorney General

DOCUMENTS, NON-EXCLUSIVE, COMPLIANCE WITH LAW, WORK

1. A copy of this Permit must be on the job site, protected from the elements, at all times during any Permit Holder activity, construction or improvement Work as authorized by this Permit. "Work" under this Permit shall include the use of WSDOT-owned right-of-way as authorized herein.
2. The Permit Holder shall be responsible for compliance with all applicable federal, state, tribal and local laws, ordinances and regulations, that affect work being performed pursuant to this Permit. The Permit Holder shall defend and indemnify WSDOT and the State of Washington against any claims that may arise because the Permit Holder (or any of its employees or subcontractors) violated a legal requirement.
3. The Permit Holder agrees that all Work shall be performed and completed to the satisfaction of WSDOT. All material and workmanship shall conform, in the sole discretion of WSDOT, to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition and amendments thereto, unless WSDOT has agreed in writing to a different standard, and shall be subject to WSDOT inspection. All WSDOT inspections of Work within WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, are solely for the benefit of WSDOT and not for the benefit of the Permit Holder, Permit Holder's contractor (if any), or any third party.
4. Upon approval of this Permit, the Permit Holder agrees to and shall diligently proceed with the Work and comply with all of the terms, provisions, and exhibits attached herein. Unless specified otherwise by WSDOT, or agreed to in writing by WSDOT, the work authorized by this Permit shall begin, be completed, or shall expire by the dates as agreed to by this Permit and its provisions, as indicated on page 1.

RIGHT OF ENTRY NON-EXCLUSIVE

5. Subject to the terms of this Permit, WSDOT hereby grants to the Permit Holder, its authorized agents, contractors, subcontractors, and employees, a right of entry upon WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, onto which access is necessary to construct, operate and/or maintain the completed Work.

If WSDOT has approved any limited access breaks, or inner corridor access breaks, for the Work, the Permit Holder shall strictly comply with the terms and conditions of such approval.

WSDOT NOTIFICATION: SURVEY MONUMENTS, HIGHWAY SIGNS, FENCES, LANDSCAPING

6. Unless authorized by WSDOT or other affected property owner in writing, the Permit Holder shall assure that all public and private property, including but not limited to traffic signal equipment, signs, guide markers, lane markers, fences, mailboxes, guardrail, barriers, and utilities, are not impacted, damaged, destroyed, or removed. If any such property is damaged, destroyed, or removed without prior written authorization, the Permit Holder shall notify WSDOT's representative immediately of such impact, damage, destruction or removal. The Permit Holder shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to WSDOT's sole satisfaction.
7. The Permit Holder shall not disturb, remove, or destroy any existing Survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The Permit Holder agrees that resetting Survey Monuments shall be the sole responsibility, and at the sole expense, of the Permit Holder. Such resetting of any Survey Monument shall be performed by or under the direct supervision of a Licensed Professional Land Surveyor. The Permit Holder shall notify WSDOT in writing within ten (10) calendar days of any Survey Monument that has been disturbed, removed, destroyed, or reset, and shall restore the Survey Monument to its original place and condition at the Permit Holder's sole expense within ten (10) calendar days of its disturbance, damage or destruction.

If Permit holder does not perform the resetting work as required herein, WSDOT may perform such work and the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. If WSDOT chooses not to make the repairs, WSDOT may initiate an action to revoke this Permit.

A listing of Survey Monuments can be found at the WSDOT's Geographic Services Office Website:
<http://www.wsdot.wa.gov/monument/searchBroad.aspx>

DISTURBANCE OF EXISTING RIGHT-OF-WAY VEGETATION

8. Unless otherwise authorized by WSDOT's representative in writing prior to the start of any Work, this Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative or landscaping material located on WSDOT owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction. Should the Permit Holder anticipate that its' Work will alter the appearance of WSDOT-owned highway right-of-way vegetation or landscaping material, the Permit Holder shall notify the WSDOT representative listed in Special Provision 1 to obtain WSDOT's prior written approval of the Permit Holder's proposed Work. If WSDOT allows the Permit Holder to modify WSDOT-owned highway right-of-way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that WSDOT-owned highway right-of-way vegetation and landscaping material appearance or functionality will not be altered or damaged. Should the Permit Holder alter or damage the appearance of WSDOT-owned highway right-of-way vegetation and landscaping without WSDOT's prior written approval, the Permit Holder is subject to penalties provided for in RCW's 47.40.070, 47.40.080, and 4.24.630, as applicable.

REMOVAL OF TIMBER

9. This Permit is issued pursuant to the applicable terms of RCW 47.12.140 (Severance and Sale of Timber and other personalty - Removal of nonmarketable materials). This Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut or remove any trees or timber located on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction without prior written approval from WSDOT.

MERCHANDISING

10. It is unlawful for any person to build, erect, establish, operate, maintain, or conduct along and upon the right-of-way of any state highway any platform, box, stand, or any other temporary or permanent device or structure used or to be used for the purpose of receiving, vending, or delivering any milk, milk cans, vegetables, fruits, merchandise, produce, or any other thing or commodity of any nature unless a permit therefore has first been obtained from WSDOT. WSDOT shall in each instance determine where any platform, box, stand, or any other temporary or permanent device or structure shall be permitted pursuant to RCW 47.32.110.

EROSION CONTROL AND DRAINAGE

11. All discharges to WSDOT right-of-way or upon WSDOT highway right-of-way under WSDOT jurisdiction, if allowed, shall conform to State and Local water quality regulations and shall meet WAC 173-201A (Water Quality Standards for Surface Waters of the State of Washington).
12. During construction of this work, the Permit Holder shall comply with all provisions of the WSDOT Highway Runoff Manual, or WSDOT approved equivalent plan, and implement Best Management Practices (BMP's) to mitigate erosion.

CULTURAL RESOURCES

13. If any archaeological or historical resources are revealed in the Work vicinity, the Permit Holder shall immediately STOP Work, notify WSDOT's Representative and retain a United States Government Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to WSDOT regarding the continuance of the Work.

COMPLIANCE WITH CLEARZONE GUIDELINES

14. The Permit Holder hereby agrees that the Work described in this permit is in compliance with WSDOT's Clear Zone Guidelines pursuant to Chapter 1600 of WSDOT's Design Manual ([M 22-01](#)) and any revisions thereto. For any Work performed on a managed access state highway within an incorporated city or town, the Permit Holder may use the applicable city or towns clear zone guidelines if the city or town has their own published clear zone guidelines.

PERMIT EXTENSION AND ASSIGNMENT

15. The expiration date of this Permit may not be extended without WSDOT's prior written approval.
16. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting permits or franchise rights; or entering into other agreements with other public or private companies or individuals, nor shall it prevent WSDOT from using any of its highways, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

MAINTENANCE DEFICIENCIES

17. The Permit Holder shall correct any maintenance deficiency related to, or contributed to in any way by, the Work within thirty (30) consecutive calendar days upon receiving written notice of such deficiency from WSDOT, unless WSDOT authorizes in writing a different time period. Should the Permit Holder fail to correct a deficiency within the prescribed time period after receiving written notice of the deficiency from WSDOT, WSDOT reserves the right to perform the necessary maintenance work to preserve WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction or for the protection of the traveling public including bicycles or pedestrians. If WSDOT performs maintenance work as provided herein, the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. If WSDOT chooses not to make the repairs; WSDOT may initiate an action to revoke this Permit.

INTERFERENCE WITH OTHER PROJECTS

18. The Permit Holder agrees to schedule and perform the Work herein in such a manner as not to interfere with any WSDOT maintenance or other activities on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, including any WSDOT authorized construction activities that may be occurring in the general vicinity of the Work authorized by this Permit.

INSURANCE

19. Insurance (Applicable on a case by case basis)

The Permit Holder shall provide proof of insurance coverage prior to performing any Work within State-owned highway right of way, as follows:

- Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$5 million per occurrence and in the aggregate; OR
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident; OR
- Employers Liability covering the risks of Permit Holder's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

WSDOT and the State shall be expressly named as an additional insureds under these general liability and automobile liability policies, by endorsing these policies with form CG2010 1185 or CA2048 (as appropriate), which shall contain no additional limitations with respect to completed operations or ongoing operations coverages, nor shall there be any limitation with respect to the negligence of WSDOT and the State. These policies shall be primary and non-contributory with respect to WSDOT and the State, and shall contain a waiver of subrogation in favor of WSDOT and the State. The Permit Holder shall furnish WSDOT proof of these insurance requirements prior to performing any Work under the Permit. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit.

MODIFICATION OR REVOCATION OF THE PERMIT BY WSDOT

- 20a. Modification: If this Permit is modified in writing by WSDOT, the Permit Holder will have thirty (30) calendar days from the date of the written notice to modify the Work as required by WSDOT. If the modifications cannot be made within thirty (30) calendar days, the Permit Holder shall request from WSDOT, in writing, during the prescribed time period, an extension of time in which to make the modifications. Any extension of time shall be made in writing and is solely within WSDOT's discretion.

Should the Permit Holder breach any of the conditions or requirements of the permit or if WSDOT determines that emergency maintenance of the Work is required to (1) protect any aspect of the state highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, or (2) secure the safety of the traveling public due to a failure of the Permit Holder's Work or its maintenance thereof, WSDOT may perform the emergency maintenance work without the Permit Holder's prior approval, and the Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the emergency maintenance work pursuant to the provisions of Section 26 - Invoice and Payments. WSDOT will notify the Permit Holder of the emergency work performed as soon as practicable.

20b. Revocation: If the Permit is revoked and the Permit Holder fails to return the property back to its original condition, as solely determined by WSDOT, WSDOT shall perform such Work at the Permit Holder's sole cost and expense, and the Permit Holder shall reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 27 - Invoice and Payments.

20c. Plan Corrections: WSDOT reserves the right to require changes or corrections due to plan omissions or details not in conformance with WSDOT's Standard Specifications, Standard Plans, Design Manual, or Project Special Provisions.

MODIFICATION OF THE PERMIT BY THE PERMIT HOLDER

21. If the Permit Holder desires to modify this permit and/or the Work, it shall notify the WSDOT Representative listed in Exhibit A, Special Provisions, in writing of all proposed changes for WSDOT's prior written approval. WSDOT agrees to provide written acceptance or rejection of the proposed change(s) to the Permit Holder within Ten (10) business days.

ADDITIONAL PERMIT CONDITIONS

22. The Permit Holder shall not excavate or place any obstacle within the limits of state highway right-of-way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the State Highway right-of-way or the public's travel thereon without WSDOT's prior written approval and/or as may be provided in this Permit.

23. Upon completion of all Work, the Permit Holder shall immediately remove all rubbish and debris from WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, leaving WSDOT right-of-way in a neat, presentable, and safe condition, to WSDOT's sole satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, not done within seven (7) calendar days of Work completion, will be done by WSDOT at the expense of the Permit Holder, unless otherwise approved in writing by WSDOT prior to the expiration of the (7) day period.

The Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 26 - Invoice and Payments.

24. The Permit Holder agrees to maintain, at its sole expense, its Work under this Permit in a manner satisfactory to WSDOT, in WSDOT's sole discretion.

25. WSDOT shall in no way be held liable for any damage to the Permit Holder by reason of any such work by or authorized by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT upon roads, streets, public places, or structures in question.

EXTENSION OF THE EXPIRATION DATE

26. If requested by the Permit Holder, the Expiration Date of this Permit may be extended by WSDOT after review of the contributing circumstances.

INVOICE AND PAYMENTS

27. If WSDOT deems it necessary to perform Work as provided for in this Permit by WSDOT forces or its' contractor, including but not limited to any modification, repair, clean up or removal of the Work authorized under this Permit:

- a. WSDOT will assign a reimbursable account to the Permit Holder as a means of invoicing the Permit Holder for the costs associated with the Work performed by WSDOT.
- b. WSDOT will provide a detailed invoice, including direct and related indirect costs, to the Permit Holder for the Work performed by WSDOT or its contractor(s), and the Permit Holder agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
- c. The Permit Holder agrees that if payment is not made to WSDOT as herein agreed, WSDOT may charge late fees, interest and/or refer the debt to a Collection Agency, all in accordance with Washington State Law.

OTHER PERMITS AND APPROVALS

28. The Permit Holder shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Permit Holder shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is solely responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Permit Holder, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Permit Holder's failure to (1) obtain any required permit for the Permit Holder Work or (2) comply with permit conditions.

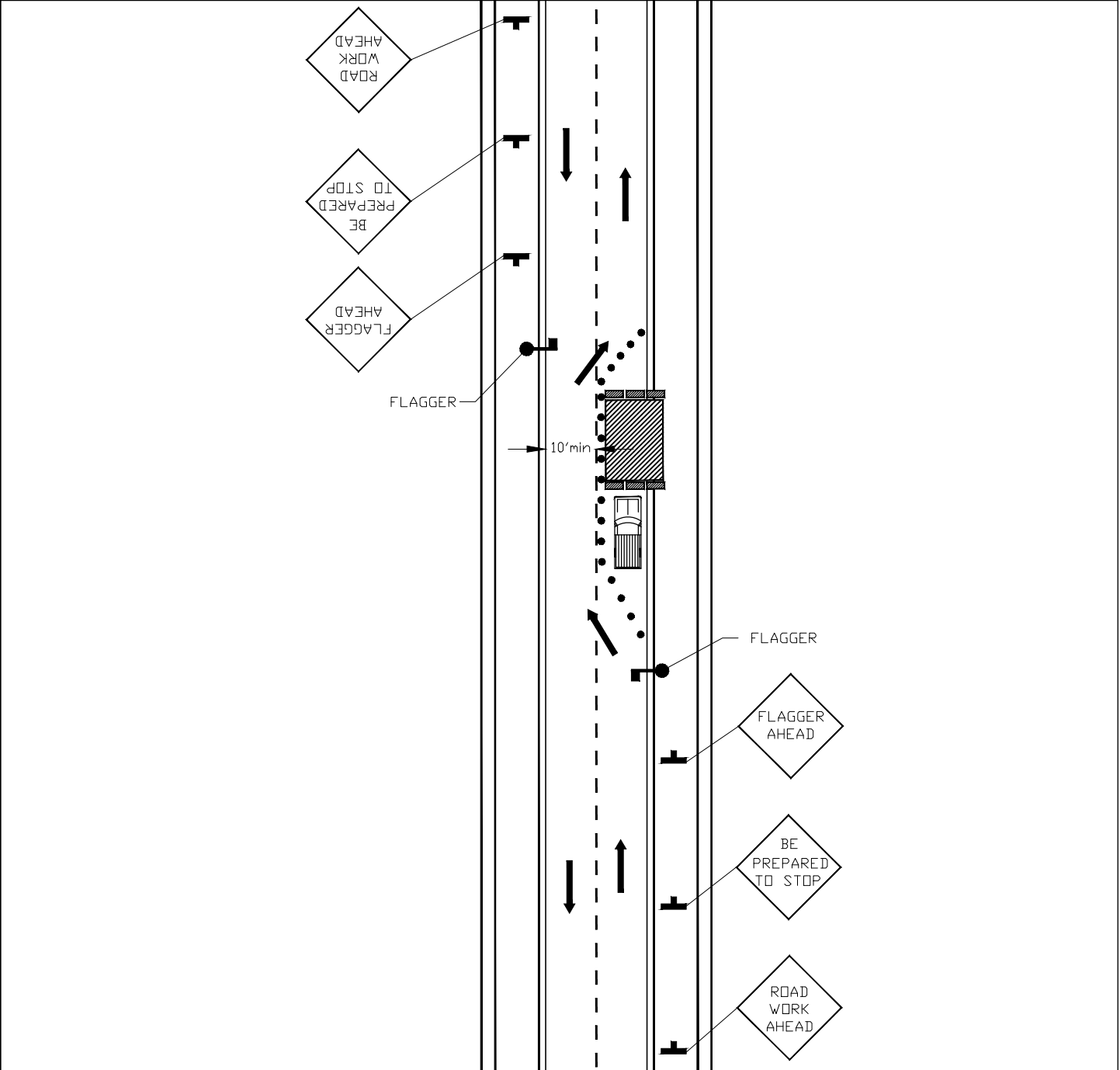
INDEMNIFICATION, WAIVER, VENUE, AND ATTORNEYS FEES

29. The Permit Holder, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers, employees, and agents from all claims, suits, demands, actions for damages (both to persons and/or property), expenses, regulatory fines, and/or suits in law and in equity that (1) arise out of or are incident to, or alleged to arise out of or are incident to, any acts or omissions of the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person in the use of the WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction as authorized by the terms and conditions of this Permit, or (2) are caused by the breach of any of the terms or conditions of this Permit by the Permit Holder, its successors and assigns, and its contractors, subcontractors, agents, employees, invitees and/or any other person. The Permit Holder, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its' officers, employees and/or agents, if the claim, suit, or action for damages (both to persons and/or property) is caused by the sole acts or omissions of the State of Washington, its' officers, employees and/or agents; provided that, if such claims, suits, or actions result from the concurrent negligence of (1) the State of Washington, its officers, employees and/or agents, and (2) the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person.
30. The Permit Holder agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its' employees or agents while performing Work under this Permit while located on or off WSDOT-owned highway right of way or upon state highway right of way under WSDOT jurisdiction. For this purpose, the Permit Holder, by mutual negotiation, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
31. The indemnification and waiver provided for in Sections 29 and 30 shall survive the termination of this Permit.
32. In the event that the Permit Holder or WSDOT deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Permit, the Permit Holder and WSDOT agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Permit Holder agrees that it shall be solely responsible for its own attorney's fees and costs and agrees that it shall not seek nor be entitled to recovery of such attorney's fees and costs.

NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN

33. The Permit Holder acknowledges that this Permit does not at any time entitle the Permit Holder, its successors or assigns, to assistance under the Relocation Assistance - Real Property Acquisition Policy (Chapter 8.26 RCW). Further, the revocation or other termination of this Permit shall not be deemed a taking by WSDOT under the laws of eminent domain.

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: _____

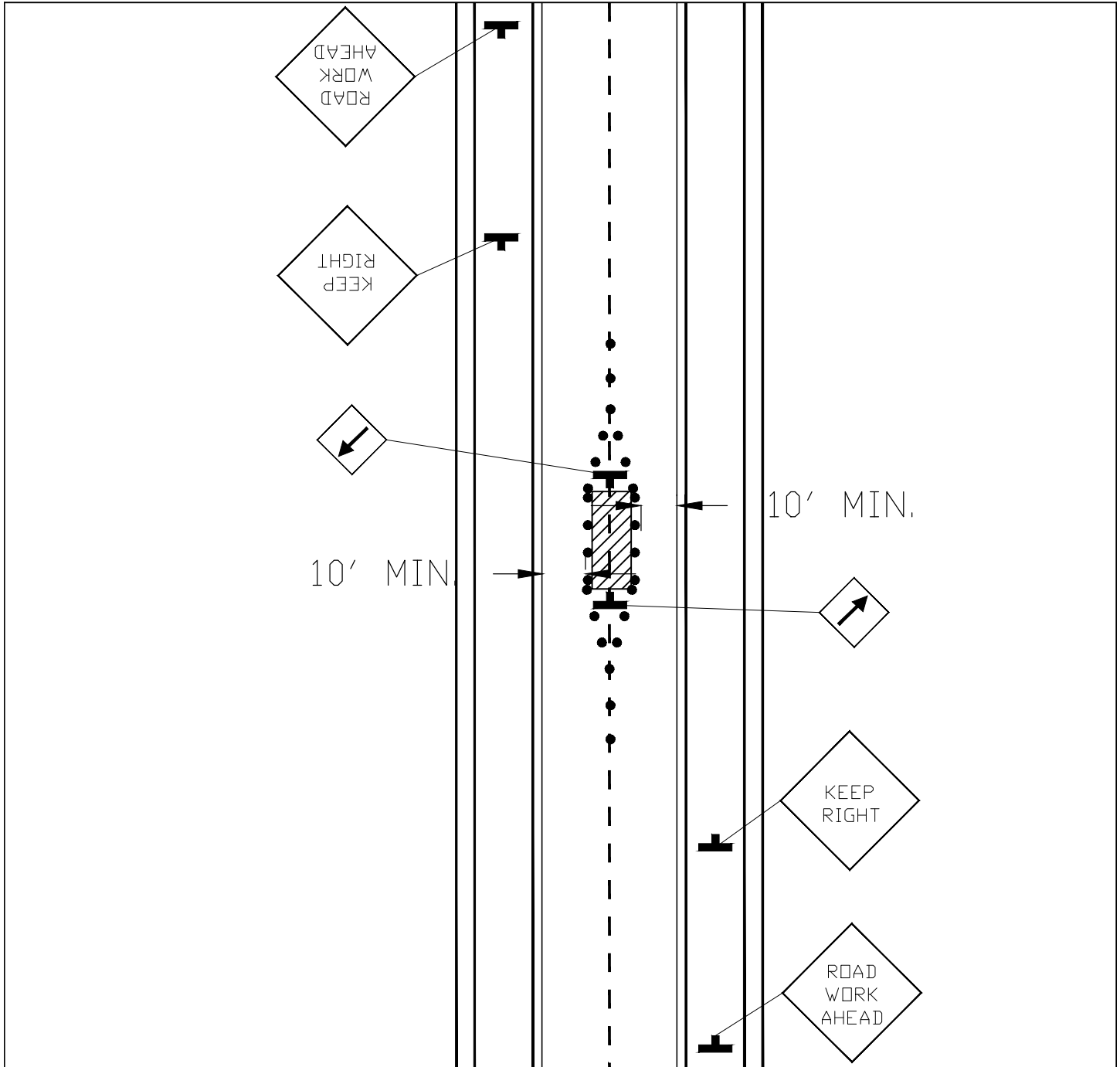
LANE WIDTH	MPH							
	10	15	20	25	30	35	40	
8'	14	30	54	84	120	164	214	
10'	17	38	67	105	150	204	267	
12'	20	45	80	125	180	245	320	
14'	24	53	94	146	210	286	374	
16'	27	60	107	167	240	327	427	
NUMBER OF CHANNELIZATION DEVICES (CONES)								
Offset cones 1 foot maximum.								

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 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	

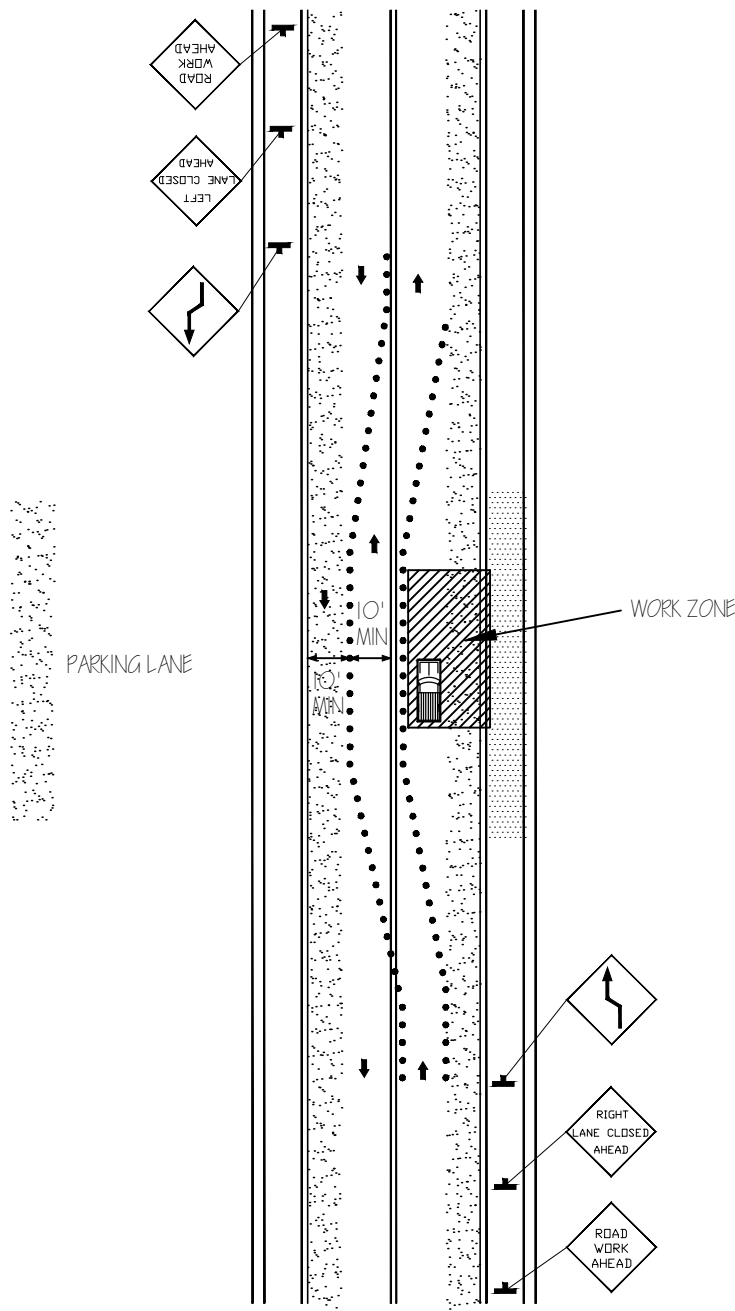
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SAMPLE SETUP



TWO WAY LANE SHIFT WITH PARKING

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

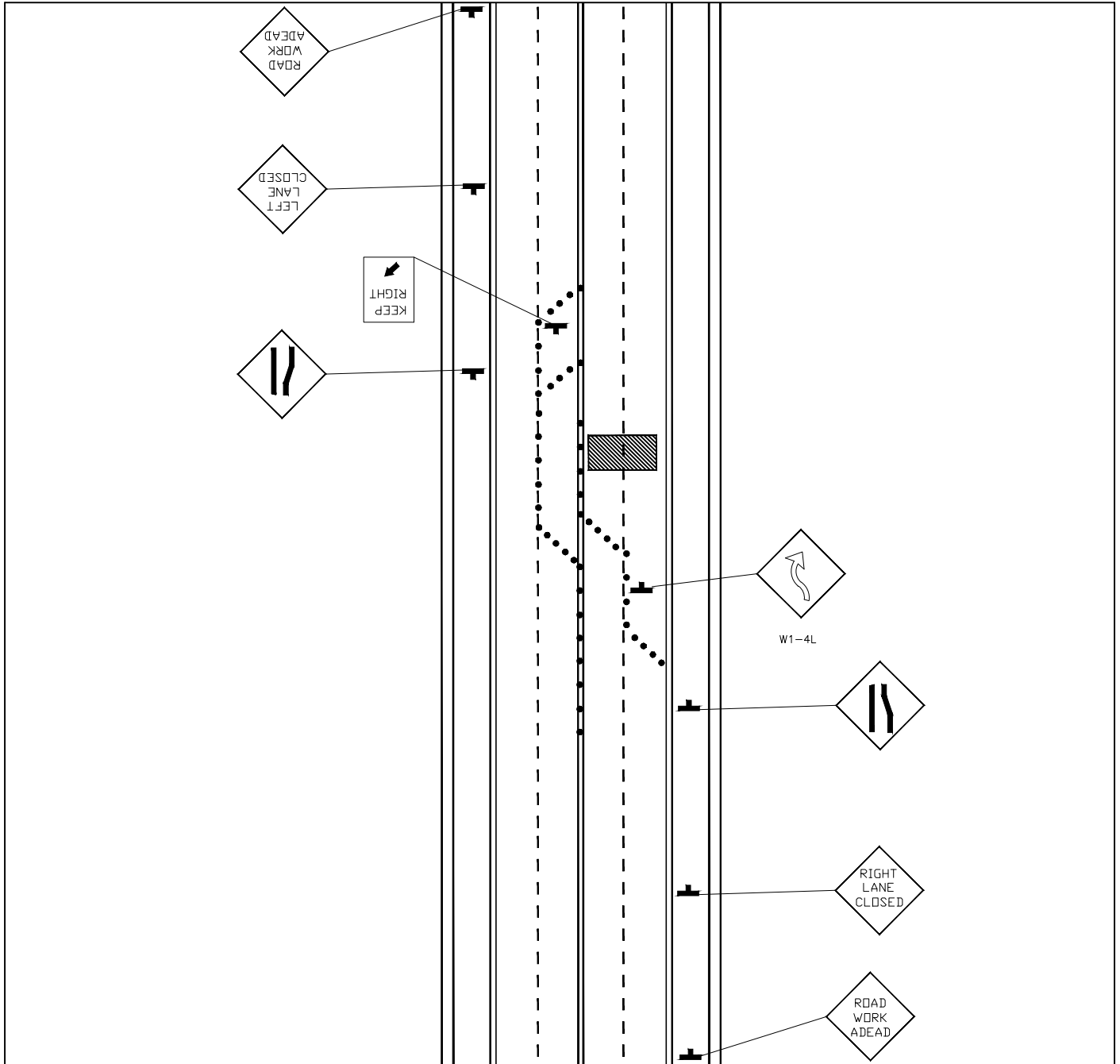
START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS
 MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

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	
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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
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NUMBER OF CHANNELIZATION DEVICES (CONES)
Offset cones 1 foot maximum.

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EVENING AND WEEKENDS ONLY

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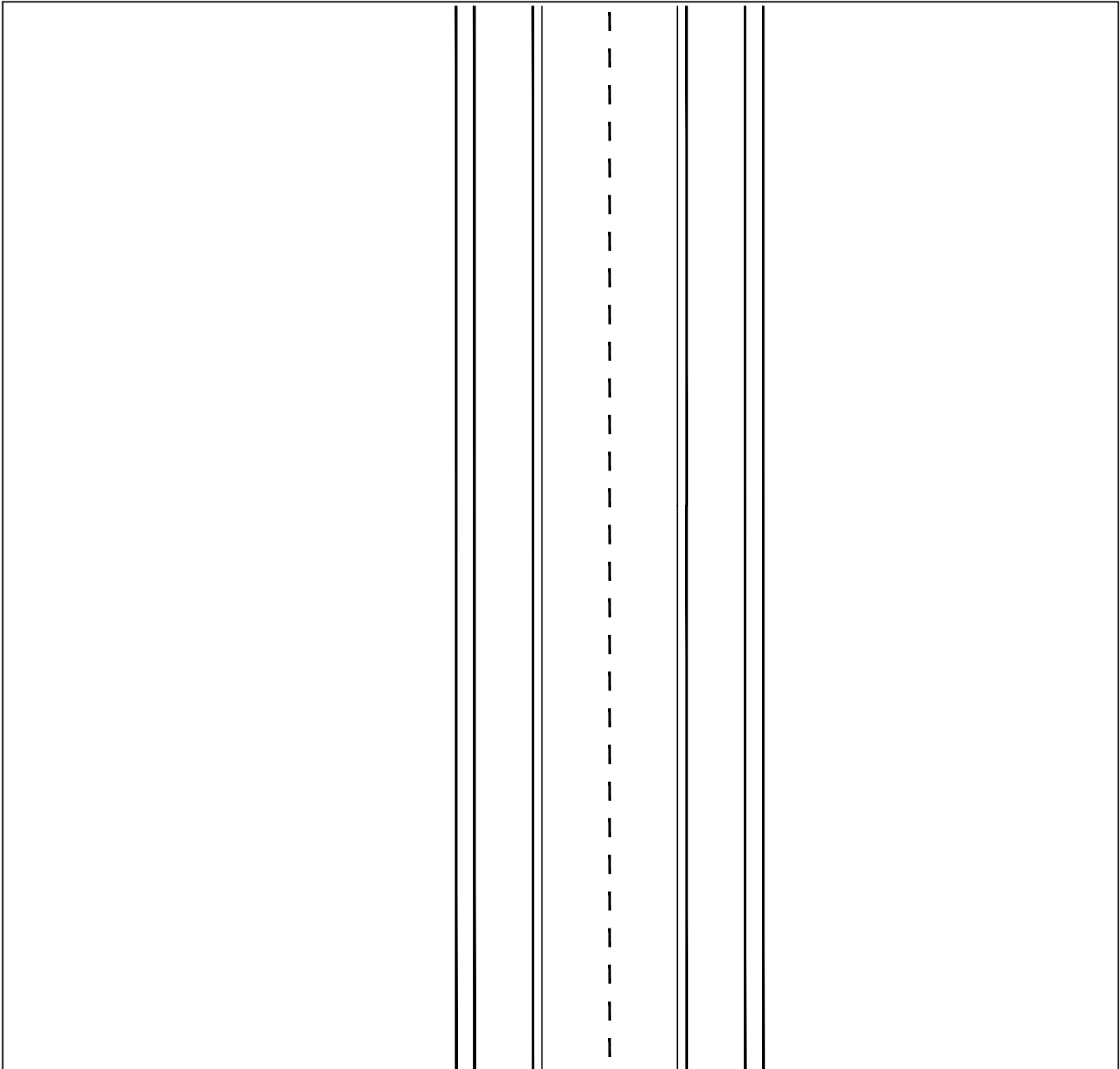
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SAMPLE SETUP



TRAFFIC CONTROL
RECOMMENDATIONS

APPROVED BY: _____
 APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS
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MERGING TAPER LENGTHS
FOR CONE PATTERN

(All minimums)

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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
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LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

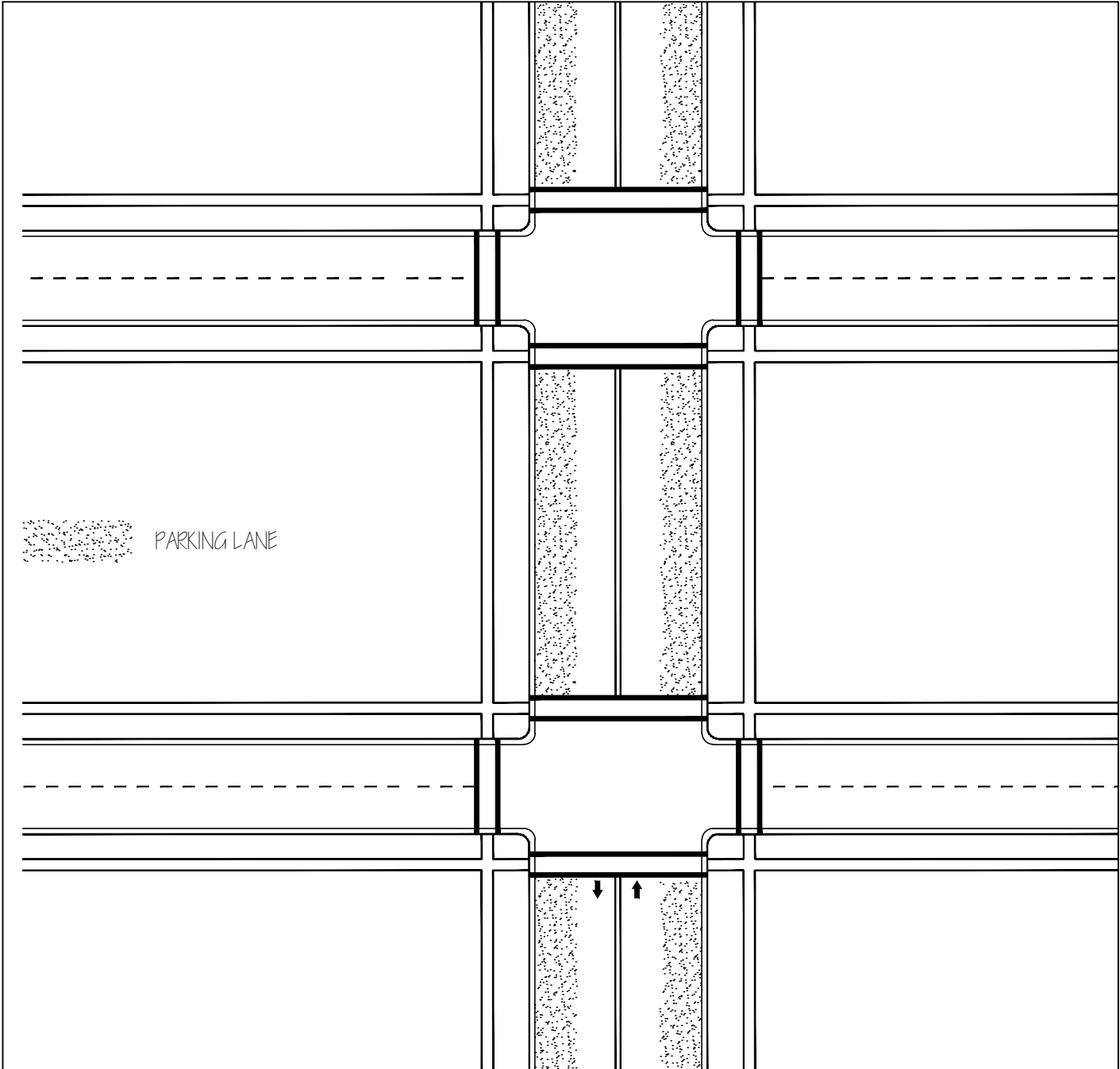
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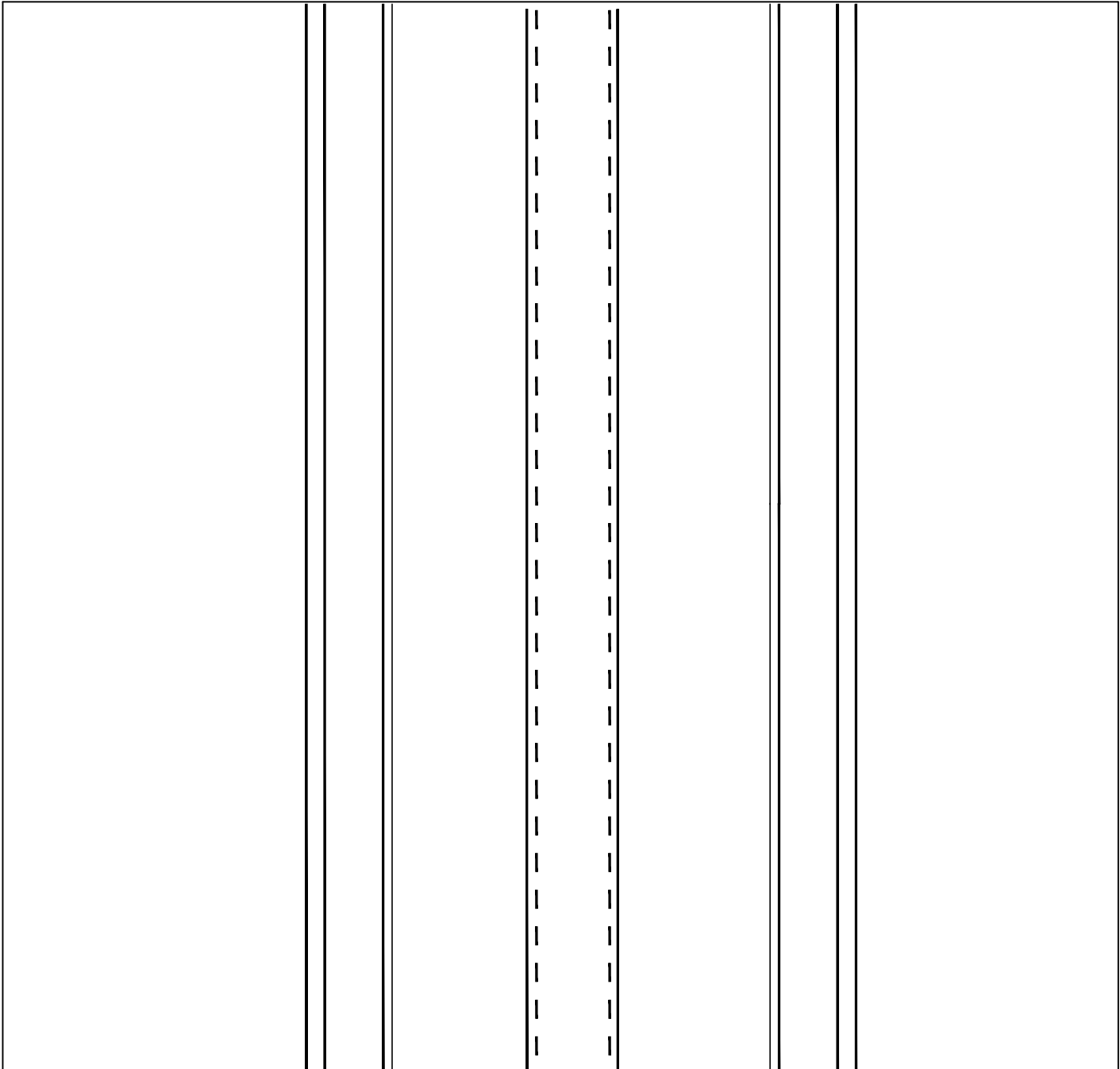
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NUMBER OF CHANNELIZATION DEVICES (CONES)

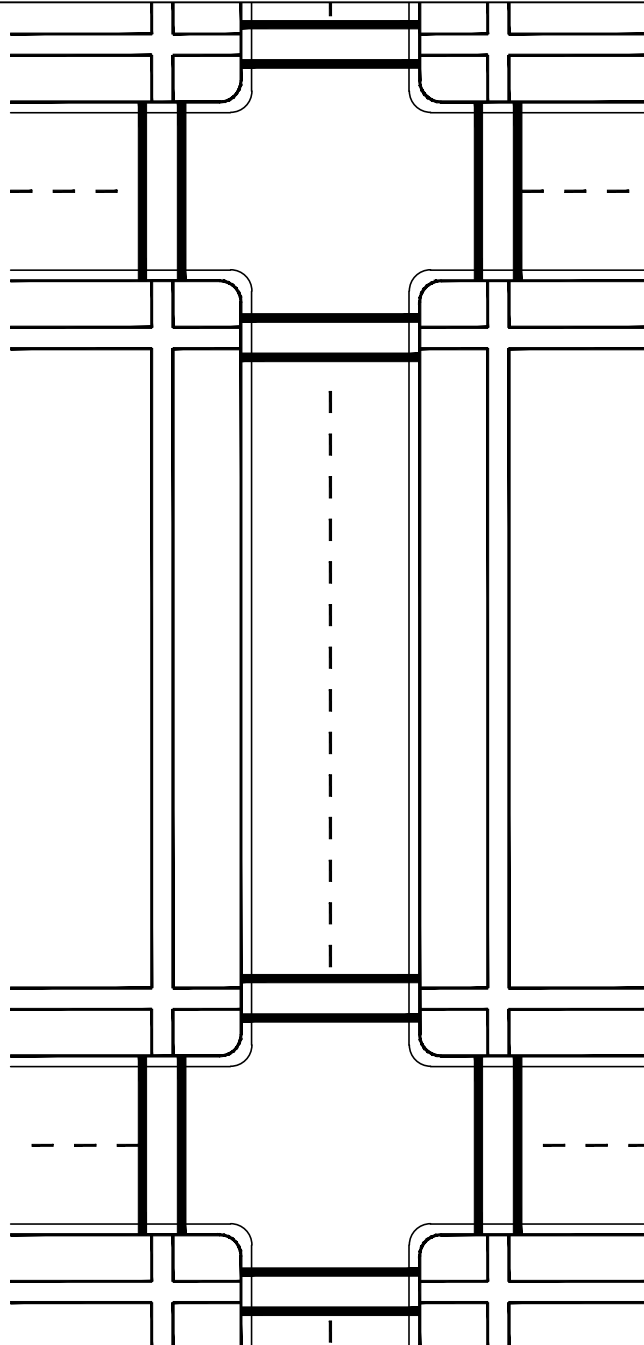
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NUMBER OF CHANNELIZATION DEVICES (CONES)

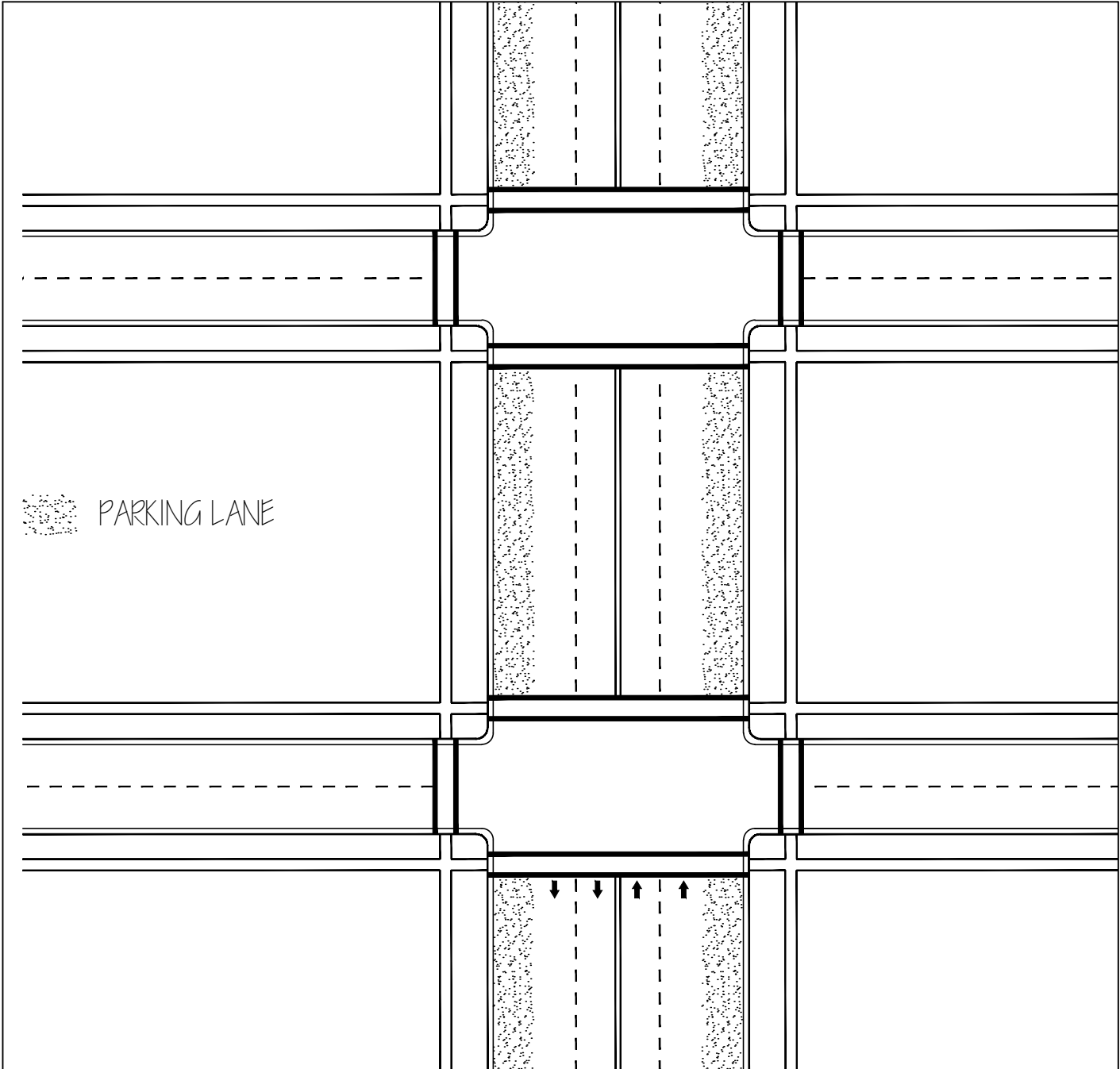
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LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

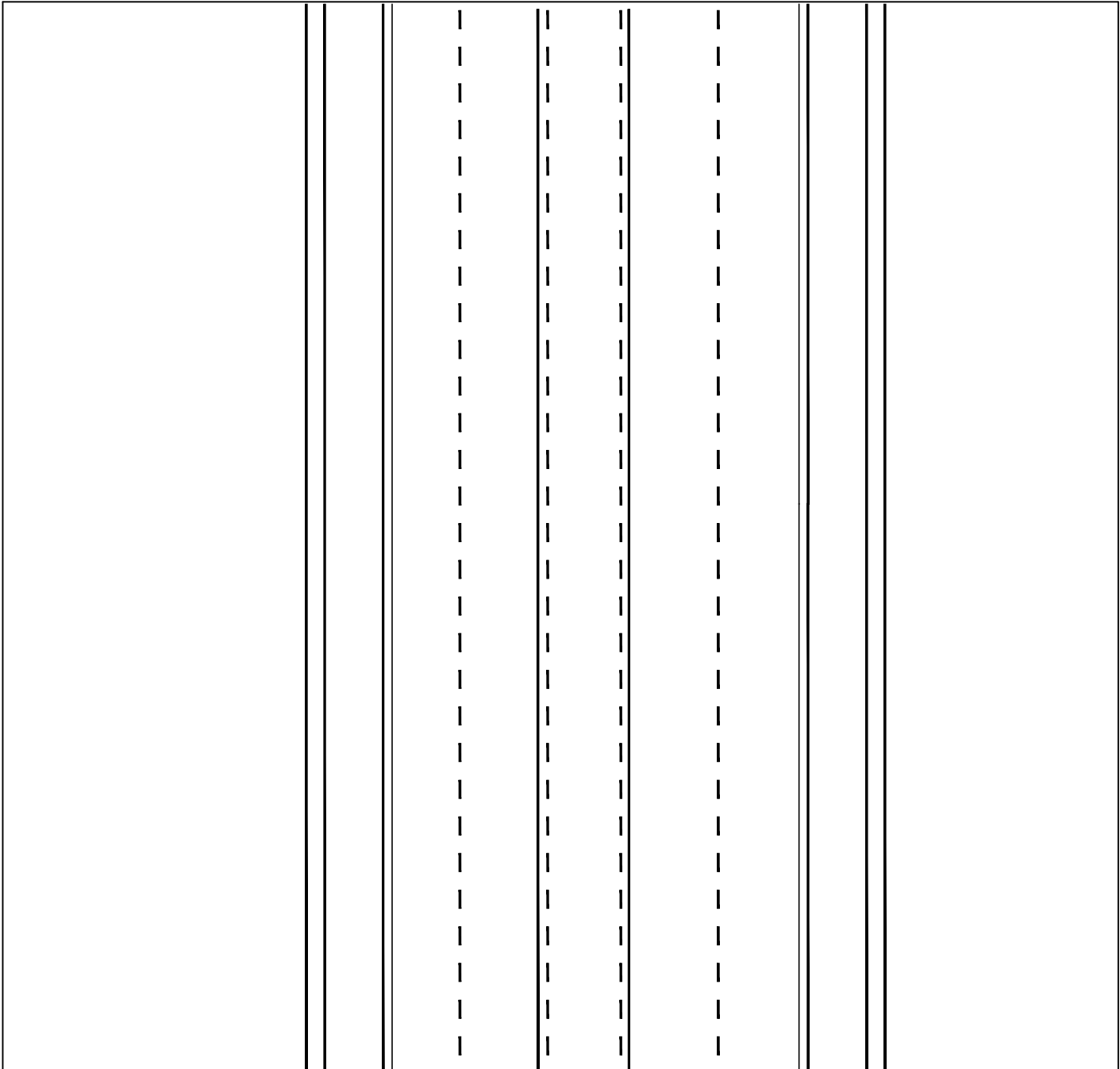
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LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

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APPENDIX D

**EXISTING PIPE CONDITION DOCUMENTS (FOR
INFORMATIONAL USE ONLY)**

Photographs of Existing Metal Rods in Segment 6261645 (S. Puget Sound Ave. to S. 18th St. & Union Ave. to Lawrence St.)

Existing 2'-3' length of metal rod in existing 30-inch diameter concrete stormwater main



Existing 3'-4' length of metal rod in existing 30-inch diameter concrete stormwater main



Photographs of Bend in Segment #6251416 (S. Puget Sound Ave. to S. 18th St. & Union Ave. to Lawrence St.)

Bend begins in the 30" diameter stormwater segment at 303 LF of 350 LF downstream from upstream manhole heading towards S. 18th St.

6251416 PRE VIDEO.MPG.MPG - VLC media player
Media Playback Audio Video Subtitle Tools View Help



6251416 PRE VIDEO.MPG.MPG - VLC media player
Media Playback Audio Video Subtitle Tools View Help





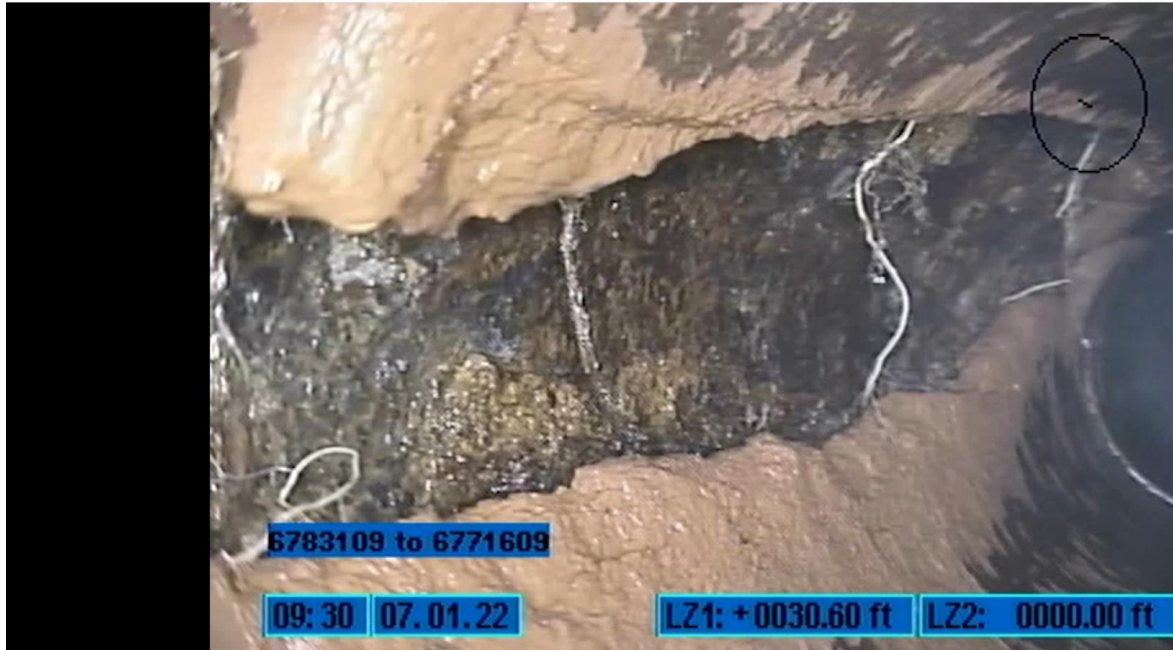


End at downstream manhole located in S. 18th St.

Photographs of Existing Condition of Segment #6271969 (S. J St. From Division Avenue to S. 3rd St.)

Beginning from 30 LF TO 33 LF, broken sidewall of clay pipe at 9 o'clock to 10 o'clock and outside repair patch

6271969 PRE VIDEO.MPG.wmv - VLC media player
Media Playback Audio Video Subtitle Tools View Help



Circumferential cracking in clay pipe begins at 125 LF downstream

6271969 PRE VIDEO.MPG.wmv - VLC media player
Media Playback Audio Video Subtitle Tools View Help



Hole in the pipe wall at 136 LF at 4 o'clock to 5 o'clock

6271969 PRE VIDEO.MPG.wmv - VLC media player
Media Playback Audio Video Subtitle Tools View Help



Up close view of broken pipe

6271969 PRE VIDEO.MPG.wmv - VLC media player
Media Playback Audio Video Subtitle Tools View Help



At 138 LF, pipe showing further deterioration at 3 o'clock to 5 o'clock for 2 LF

6271969 PRE VIDEO.MPG.wmv - VLC media player
Media Playback Audio Video Subtitle Tools View Help



At 156 LF, pipe showing break at 4 o'clock to 5 o'clock

6271969 PRE VIDEO.MPG.wmv - VLC media player
Media Playback Audio Video Subtitle Tools View Help



PART III

CITY OF TACOMA

EQUITY IN CONTRACTING

PROGRAM



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
Tacoma WA 98402

CITY OF TACOMA EQUITY IN CONTRACTING (EIC) AND LEAP PROGRAMS

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 and LEAP policies, the City of Tacoma is utilizing two cloud-based software systems:

- **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.
- **LCP Tracker** - This system must be used for submitting certified payroll(s) for both EIC and LEAP compliance.



City of Tacoma
Community & Economic Development
747 Market Street, Rm 900
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Both systems are monitored/audited by EIC and LEAP staff to ensure contract compliance, proactively identify potential issues and track contract progress.

***EIC & LEAP STAFF Contact Information**

- **For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:**
Malika Godo at (253) 591-5630, or via email at mgodo@cityoftacoma.org
Gary Lizama at (253) 591-5826, or via email at glizama@cityoftacoma.org
- **For questions in regards to LEAP compliance and LCP Tracker support, contact LEAP Staff:**
Deborah Trevorrow at (253) 591-5590, or via email at dtrevorrow@cityoftacoma.org

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 Approval as a Certified Business.
- 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 and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“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 procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with

federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

“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 for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

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

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. 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 Approval as a Certified Business.

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

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

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

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

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

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

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

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

B. Appeals.

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

(Ord. 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 of Annual Goals to Contracts.

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

B. 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 contractors:

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, waiver of goals 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. 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 a 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 respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) 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 bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated 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 respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

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

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

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

b. Any bidder that does not meet the 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. 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 Certified Business 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. 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 Remedies.

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

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

2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

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

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

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

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Review of program.

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

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



City of Tacoma
 Community & Economic Development
 Office of Equity in Contracting
 747 Market Street, Rm 900
 Tacoma WA 98402
 253-591-5826
 Email: EICOffice@cityoftacoma.org

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the contractors, subcontractors, material suppliers or other types of firms that are intended to be used to meet the stated EIC requirements for the contract awarded from this solicitation. This information will be used to determine contract award. Additional forms may be used if needed.

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from Businesses that are "Certified" by the Office of Minority and Women's Business Enterprises (OMWBE) www.omwbe.wa.gov as a MBE, WBE, and SBE to be know as "Certified Business".
- It is the Prime contractor's responsibility to verify the certification status of the business(s) intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete business names and phone numbers are required to verify your usage of Certified Businesses**

a. Business Name and Certification Number(s)	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %		j. WBE Utilization %		k. SBE Utilization %			

By signing and submitting this form the bidder certifies that the OMWBE Certified Business(s) listed will be used on this project including all applicable change orders.

 Type or Print Name of Responsible Officer / Title

 Signature of Responsible Officer

 Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor’s responsibility to check the status of **Certified Businesses** prior to bid opening. Call the EIC Office at 253-591-5826 or email at EICOffice@cityoftacoma.org for additional information.

PART IV

LOCAL EMPLOYMENT

AND

APPRENTICESHIP

TRAINING PROGRAM (LEAP)

REGULATIONS

FOR

PUBLIC WORKS CONTRACTS

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

LEAP REQUIREMENTS & PROCEDURES:

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 Submittals:

- *LEAP Employee Verification Form.* This form is to be completed for employees who may be LEAP-Qualified and may be able to help meet the LEAP Goals.
- *LEAP Weekly Payroll Report.* This form is to be completed and submitted with each certified payroll.

The City of Tacoma's LEAP office enforces two mandatory requirements on City projects based on certain monetary thresholds.

Local Employment Utilization Goal - the Prime Contractor performing a qualifying public works project must 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, whether or not any such person is an apprentice.

Apprenticeship Utilization Goal – for contracts above one-million dollars, the Prime Contractor performing a qualifying public works project must ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

***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 above \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal
2. 15% Apprentice Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of 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) 316-3057 or (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
 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. It requires Prime Contractors performing qualifying public works projects or service contracts to ensure that 15 percent of the total labor hours worked on the project are performed by LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), youth, veterans, 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 e-mail 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 GOAL:** 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 GOAL:** The Contractor is required to ensure that 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. Subcontractor labor hours may be utilized towards achievement of the LUG. Owner/Operator hours may be used for the Local Employment Goal.

4. **FAILURE TO MEET LEAP UTILIZATION GOAL:** Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the extent the Contractor met its goal. The amount per hour that shall be assessed shall be 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

*Penalty may be waived in the best interests of the City of Tacoma.

LEAP DOCUMENT SUBMITTALS:**

1. *LEAP EMPLOYEE VERIFICATION FORM*: 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 LUG 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*: The Prime and Subcontractors must submit weekly Certified Payrolls in LCP Tracker 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 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 on an ongoing basis 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:** to be submitted via LCP Tracker weekly, biweekly or monthly as scheduled by the Prime
- ❑ **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 email dtrevorrow@cityoftacoma.org



City of Tacoma LEAP Office
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Tacoma, WA 98402
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www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

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: _____ Apprentice 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.

.....

_____ For Youth - Copy of Birth Certificate or WA State ID or WA Driver's License (projects advertised after 05-20-13)

_____ For Veterans – Copy of DD-214(Projects advertised after 05-20-13)

_____ 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: _____

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)

Tacoma Public Utilities Infrastructure and Service Area (Apprentice Utilization)

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	Quinault	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%

Economically Distressed ZIP Codes (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

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.