City of Tacoma
Environmental Services Department

SPECIFICATION NO.
ES24-0073F

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

Project No. ENV-03033-09
CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES24-0073F

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

PROJECT NO. ENV-03033-09

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

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

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

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

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

Submittal Delivery: Sealed submittals will be received as follows:

<table>
<thead>
<tr>
<th>By Email:</th>
<th>In Person:</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a></td>
<td>Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk</td>
</tr>
<tr>
<td>Maximum file size: 35 MB. Multiple emails may be sent for each submittal</td>
<td>3628 South 35th Street</td>
</tr>
<tr>
<td></td>
<td>Tacoma, WA 98409</td>
</tr>
<tr>
<td></td>
<td>Monday – Friday 8:00 am to 4:30 pm</td>
</tr>
</tbody>
</table>

Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 AM. Attend via this link or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

Join Zoom Meeting
https://us02web.zoom.us/j/84564721872?pwd=em80TkJ0c0ZKb21WSkhXcCt6T2hwUT09

Meeting ID: 845 6472 1872
Passcode: 488620

One tap mobile
+12532050468,,84564721872#,,,,*488620# US
+12532158782,,84564721872#,,,,*488620# US (Tacoma)

Dial by your location
• +1 253 205 0468 US
• +1 253 215 8782 US (Tacoma)
Meeting ID: 845 6472 1872
Passcode: 488620
Find your local number: https://us02web.zoom.us/u/kde0IIeYFQ

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

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

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

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

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

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

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

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

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

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

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

1. **BID PROPOSAL**: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.

2. **SIGNATURE PAGE**: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

3. **BID BOND**: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.

4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES**: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).

5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION**: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).

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

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

7. **EQUITY IN CONTRACTING (EIC) UTILIZATION FORM**
   Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.
As part of the City of Tacoma’s ongoing work to address past disparities and to increase the City’s contracting with and utilization of historically underutilized businesses, the Equity in Contracting (EIC) Program places requirements on City contracts for utilization of businesses certified by the Washington State Office of Minority and Women’s Business Enterprise and approved by the Equity in Contracting Program (“Certified Businesses”). The EIC Program also provides guidance and technical assistance to Certified Businesses who are interested in providing supplies, services and public works to the City of Tacoma. The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

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

POST AWARD FORMS EXECUTED UPON AWARD:

A. CONTRACT: Must be executed by the successful bidder.

B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.

D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.

E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting.

F. GENERAL RELEASE.

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

Example LEAP Requirements:

1. Local Employment Utilization Requirement – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the
City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.

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

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

See City of Tacoma – Local Employment and Apprenticeship Training Program section for additional information and LEAP Requirements.
CITY OF TACOMA
FINANCE/PURCHASING DIVISION
SPECIAL NOTICE TO BIDDERS

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

Revised: 07/23/2023
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.

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

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

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

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

BID PROPOSAL AND CONTRACT FORMS
BID PROPOSAL

SPECIFICATION NO. ES24-0073F

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

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project Nos. ENV-03033-09 and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

SCHEDULE A: STORMWATER IMPROVEMENTS (Rule 171)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>ESTIMATED QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>S1.</td>
<td>SPCC Plan</td>
<td>1</td>
<td>Lump Sum</td>
<td>$__________</td>
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<tr>
<td>1-07.15(1)</td>
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<tr>
<td>S2.</td>
<td>Mobilization</td>
<td>1</td>
<td>Lump Sum</td>
<td>$__________</td>
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<tr>
<td>1-09.7</td>
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<td></td>
</tr>
<tr>
<td>S3.</td>
<td>Pedestrian Traffic Control</td>
<td>1</td>
<td>Lump Sum</td>
<td>$</td>
</tr>
<tr>
<td>1-10</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>S4.</td>
<td>Project Temporary Traffic Control</td>
<td>1</td>
<td>Lump Sum</td>
<td>$__________</td>
</tr>
<tr>
<td>1-10</td>
<td></td>
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</tr>
<tr>
<td>S5.</td>
<td>Uniformed Police Officer for Traffic Control</td>
<td>40 Hours</td>
<td>$__________</td>
<td>$__________</td>
</tr>
<tr>
<td>1-10</td>
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<td></td>
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<tr>
<td>S6.</td>
<td>Shoring or Extra Excavation Class B</td>
<td>400 SF</td>
<td>$__________</td>
<td>$__________</td>
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<td>2-09.</td>
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Contractor's Name: _______________________________________
Specification No. ES24-0073F
Page 1 of 2
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>PRICE</th>
<th>TOTAL AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>S7. 7-08</td>
<td>Temporary Storm Sewer Bypass 8” – 15” Diameter</td>
<td>Force Account</td>
<td>Estimated</td>
<td>$ 50,000.00</td>
</tr>
<tr>
<td>S8. 7-08</td>
<td>Bypass Side Sewer</td>
<td>Force Account</td>
<td>Estimated</td>
<td>$ 5,000.00</td>
</tr>
<tr>
<td>S9. 7-20</td>
<td>Pre-Installation Cleaning and Inspection</td>
<td>7,070 LF</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>S10. 7-20</td>
<td>Disposal of Waste Material</td>
<td>5 Ton</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>S11. 7-20</td>
<td>Short Liner Repair for Host Sewer Pipe</td>
<td>Force Account</td>
<td>Estimated</td>
<td>$ 20,000.00</td>
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<tr>
<td>S12. 7-21</td>
<td>Furnish and Install 8-Inch Diameter CIPP for Storm Sewer</td>
<td>448 LF</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>S13. 7-21</td>
<td>Furnish and Install 10-Inch Diameter CIPP for Storm Sewer</td>
<td>3,408 LF</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>S14. 7-21</td>
<td>Furnish and Install 12-Inch Diameter CIPP for Storm Sewer</td>
<td>2,268 LF</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>S15. 7-21</td>
<td>Furnish and Install 15-Inch Diameter CIPP for Storm Sewer</td>
<td>946 LF</td>
<td>$_________</td>
<td>$_________</td>
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<tr>
<td>S16. 7-21</td>
<td>Internal Reinstatement of Side Sewer</td>
<td>17 Each</td>
<td>$_________</td>
<td>$_________</td>
</tr>
<tr>
<td>S17. 7-21</td>
<td>Catch Basin Removal and Reinstallation, Incl. Pavement Restoration</td>
<td>Force Account</td>
<td>Estimated</td>
<td>$ 20,000.00</td>
</tr>
</tbody>
</table>

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

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

STORMWATER IMPROVEMENTS TOTAL $___________ (2)

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

Contractor's Name: ____________________________________________
Specification No. ES24-0073F
Page 2 of 2
SIGNATURE PAGE

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT / SCIENCE & ENGINEERING

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

REQUEST FOR BIDS SPECIFICATION NO. ES24-0073F
2024 STORMWATER CURED-IN-PLACE PIPE REHABILITATION PROJECT IN VARIOUS TACOMA LOCATIONS

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

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

Non-Collusion Declaration

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

Bidder/Proposer’s Registered Name
Address
City, State, Zip
Authorized Signatory E-Mail Address


E-Mail Address for Communications

Signature of Person Authorized to Enter into Contracts for Bidder/Proposer Date
Printed Name and Title

(Area Code) Telephone Number / Fax Number
State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
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:

______________________________

______________________________

______________________________

______________________________

______________________________

______________________________

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______________________________

Received return of deposit in the sum of $ ________________________________
Certification of Compliance with Wage Payment Statutes

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

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date ________________ City ___________________ State ________________

Check One:
Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

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

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

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

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

Number: ______________________
Effective Date: __________________
Expiration Date: __________________

Current Washington Unified Business Identifier (UBI) Number:

Number: ______________________

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

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department Number

Number: ______________________

☐ Not Applicable

Washington Department of Revenue state excise tax Registration number:

Number: ______________________

☐ Not Applicable

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

☐ Yes  ☐ No

If yes, provide an explanation of your disqualification on a separate page.

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

☐ Yes  ☐ No

If incorporated, in what state were you incorporated?

State: ____________ ☐ Not Incorporated

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

State: ____________

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

☐ Yes  ☐ No
ES24-0073F STATEMENT OF QUALIFICATIONS OF THE THERMAL-CURE CIPP CONTRACTOR

2024 STORMWATER CIPP REHABILITATION PROJECT IN VARIOUS TACOMA LOCATIONS

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

Manufacturer of Thermal-Cure CIPP:

Name: __________________________________________________________

Address: __________________________________________________________________________________________________________

Phone: ____________________________ Contact Person: ____________________________

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

Contractor:

Name: __________________________________________________________

Address: __________________________________________________________________________________________________________

Phone: ____________________________ Contact Person: ____________________________

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

#1 Project Name: __________________________________________________________

Owner: ____________________________ Contact Person: ____________________________

Size of Pipe: ____________________________ Total Length Installed: ____________________________

Method of Installation (Inversion or Pull-In) ____________________________________________

Completion Date: ____________________________

1
A superintendent with the following minimum experience shall supervise all pipe rehabilitation operations. The superintendent shall have thermal-cure CIPP supervisory field experience on at least four successfully completed projects totaling a minimum of 25,000 linear feet of CIPP installation. The superintendent shall also have a minimum of one year of bypass pumping supervisory field experience. List four projects using the thermal-cure CIPP rehabilitation technology that have been in service in the owner’s system for at least one year for public agencies or municipalities:

#1 Project Name: ____________________________

Owner: ____________________________ Contact Person: ____________________________

Name of Contractor Employed By: ____________________________

Size of Pipe: _______ Total Length Installed: _______

Completion Date: ____________________________

#2 Project Name: ____________________________

Owner: ____________________________ Contact Person: ____________________________

Size of Pipe: _______ Total Length Installed: _______

Method of Installation (Inversion or Pull-In) ____________________________

#3 Project Name: ____________________________

Owner: ____________________________ Contact Person: ____________________________

Size of Pipe: _______ Total Length Installed: _______

Method of Installation (Inversion or Pull-In) ____________________________

#4 Project Name: ____________________________

Owner: ____________________________ Contact Person: ____________________________

Size of Pipe: _______ Total Length Installed: _______

Method of Installation (Inversion or Pull-In) ____________________________

Superintendent:

Name: ____________________________

Address: ____________________________

Phone: ____________________________

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

#1 Project Name: ____________________________

Owner: ____________________________ Contact Person: ____________________________

Name of Contractor Employed By: ____________________________

Size of Pipe: _______ Total Length Installed: _______

Completion Date: ____________________________
#2 Project Name: 

Owner: ______________________ Contact Person: ______________________

Name of Contractor Employed By: ________________________________

Size of Pipe: ________________ Total Length Installed: ________________

Completion Date: ________________________________

#3 Project Name: 

Owner: ______________________ Contact Person: ______________________

Name of Contractor Employed By: ________________________________

Size of Pipe: ________________ Total Length Installed: ________________

Completion Date: ________________________________

#4 Project Name: 

Owner: ______________________ Contact Person: ______________________

Name of Contractor Employed By: ________________________________

Size of Pipe: ________________ Total Length Installed: ________________

Completion Date: ________________________________

Installation Crew Lead:

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

Name: ______________________ Phone: ________________________________

Address: ________________________________

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

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

3
Resin Impregnation (Wet-out) Crew Lead:

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

Name: ________________________  Phone: ______________________________

Address: __________________________________________________________

Describe Experience (minimum 2 year requirement): ______________________

Certified Boiler Technician (Thermal-Cure Only):

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

Name: ________________________  Phone: ______________________________

Address: __________________________________________________________

Describe Experience (minimum 2 year requirement): ______________________

Lateral Cutting Technician:

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

Name: ________________________  Phone: ______________________________

Address: __________________________________________________________

Describe Experience (minimum 2 year requirement): ______________________
EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

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

EQUITY IN CONTRACTING REQUIREMENTS

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1%</td>
<td>1%</td>
<td>18%</td>
</tr>
</tbody>
</table>

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

www.omwbe.diversitycompliance.com*

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

CCD/EIC: ENV-03033-09
Date of Record: 03/28/2024
Project Spec#: ES24-0073F
Project Title: 2024 STORMWATER CIPP SEWER REHABILITATION PROJECT IN VARIOUS TACOMA LOCATIONS

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

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

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

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

**1. Bidder Name:**

**2. Project Title:**

**3. SPEC #:**

**4. Base Bid – No Sales Tax (Must match Bid Proposal amount) $**

<table>
<thead>
<tr>
<th>Column A. Certified Business Name</th>
<th>Column B. Business Cert. Type</th>
<th>Column C. Bid Item(s) Number(s) performed by the Certified Business(es)</th>
<th>Column D. Subcontract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MBE</td>
<td>WBE</td>
<td>SBE/DBE</td>
<td>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>What is the Certified Firm Project Role Subcontractor ☐ Material Supplier (20%) ☐</td>
</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>What is the Certified Firm Project Role: Subcontractor ☐ Material Supplier (20%) ☐</td>
</tr>
<tr>
<td>☐</td>
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</tr>
<tr>
<td>☐</td>
<td>☐</td>
<td>☐</td>
<td>What is the Certified Firm Project Role: Subcontractor ☐ Material Supplier (20%) ☐</td>
</tr>
</tbody>
</table>

* For EIC Requirements on this Project, refer to *EIC Requirements (EIC Reqs) Memo in the Bid Package*
EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

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

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

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

Example of a COMPLETED EIC UTILIZATION FORM

<table>
<thead>
<tr>
<th>Initial Information:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Bidder Name:</td>
<td>ABC Construction, Inc.</td>
</tr>
<tr>
<td>2. Project Title:</td>
<td>Downtown Restoration and Street Maintenance Project</td>
</tr>
<tr>
<td>3. SPEC #:</td>
<td>PW23-0011F</td>
</tr>
<tr>
<td>4. Base Bid – No Sales Tax (Must match Bid Proposal amount)</td>
<td>$359,670.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Column A</th>
<th>Column B</th>
<th>Column C</th>
<th>Column D</th>
</tr>
</thead>
<tbody>
<tr>
<td>Certified Business Name</td>
<td>Business Cert. Type</td>
<td>Bid Item(s) Number(s) performed by the Certified Business(es)</td>
<td>Subcontract Amount</td>
</tr>
<tr>
<td>MBE</td>
<td>WBE</td>
<td></td>
<td>If Material supplier, only 20% of the subcontract amount can be counted towards the EIC Requirements</td>
</tr>
</tbody>
</table>

| Traffic ABC          | ☒                  | ☐                        | ☒                            | $30,000  |
| Representative Name & Contact # below: Beth Bell – (253) 555-3333 |
| Bid Item #4 - Pedestrian Traffic Control | What is the Certified Firm Project Role? Subcontractor ☒ Material Supplier (20%) ☐ |

| Survey 101, Inc.    | ☒                  | ☐                        | ☒                            | $9,500.00 |
| Representative Name & Contact # below: John Doe – (253) 111-2233 |
| Bid Item #1 – Roadway Surveying | What is the Certified Firm Project Role? Subcontractor ☒ Material Supplier (20%) ☐ |

| Hello Manufacturer  | ☒                  | ☐                        | ☒                            | $10,000 |
| Representative Name & Contact # below: Sam Jam – (253) 555-7899 |
| Bid Item #66 - Green Durable Product | What is the Certified Firm Project Role? Subcontractor ☐ Material Supplier (20%) ☒ |

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

Community & Economic Development - Office of Equity in Contracting - 747 Market Street, Rm 900, Tacoma WA 98402 EICoffice@cityoftacoma.org

CCD/EIC/FORMS revised November 2023 - Call the EIC Office at (253) 591-5630 for additional information
INSTRUCTIONS TO BIDDERS FOR COMPLETING THE EQUITY IN CONTRACTING (EIC) UTILIZATION FORM

Complete Initial Information Section:

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

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

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

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

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

Provide a description of the scope of work, services, or materials/supplies planned to be provided by each listed Certified Business. Note: The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business’s OMWBE Profile. This ensures that the Certified Business is able to perform the work scope or role for which they have been listed.

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

ADDITIONAL IMPORTANT INSTRUCTIONS:

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

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 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

<table>
<thead>
<tr>
<th>(i) Agency Name (must match the name associated with its unique entity identifier)</th>
<th>(ii) Unique Entity Identifier (i.e., DUNS)</th>
<th>(v) Federal Period of Performance Start and End Date</th>
</tr>
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</table>

<table>
<thead>
<tr>
<th>(iii) Federal Award Identification Number (FAIN)</th>
<th>(iv) Federal Award Date</th>
<th>(vi) Federal Budget Period Start and End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>(vii) Amount of Federal Funds Obligated to the agency by this action:</th>
<th>(viii) Total Amount of Federal Funds Obligated to the agency</th>
<th>(ix) Total Amount of the Federal Award Committed to the agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>$</td>
<td>$</td>
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</tbody>
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<tr>
<th>(x) Federal Award Project Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS—City of Tacoma</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(xi) Federal Awarding Agency:</th>
<th>Pass-Through Entity:</th>
<th>Awarding Official Name and Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT OF THE TREASURY</td>
<td>City of Tacoma</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(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)</th>
<th>(xiii) Identification of Whether the Award is R&amp;D</th>
</tr>
</thead>
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</table>

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<tr>
<th>(xiv) Indirect Cost Rate for the Federal Award</th>
<th>Award Payment Method (lump sum payment or reimbursement)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>REIMBURSEMENT</td>
</tr>
</tbody>
</table>
PAYMENT BOND
TO THE CITY OF TACOMA

Resolution No. [Enter Reso # Here]

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

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

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

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

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

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

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

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and 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.

Form No. SPEC-100B 10/03/2023
One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: [Supplier name]

By: __________________________

Surety:

________________________________

By: __________________________

Agent's Name: ______________________

Agent's Address: ______________________
PERFORMANCE BOND
TO THE CITY OF TACOMA

That we, the undersigned, as principal, and

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

$[dollar value] plus any applicable tax, for the payment whereof Contractor and Surety bind themselves, their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

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

Principal: [Supplier name]

________________________________________

By: ______________________________________

Surety:

________________________________________

By: ______________________________________

Agent’s Name: _______________________________

Agent’s Address: ____________________________
GENERAL RELEASE TO THE CITY OF TACOMA

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

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

__________________________________________________________
Contractor

By ___________________________

Title ___________________________
PART II

SPECIAL PROVISIONS
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INTRODUCTION

(*****)

The following special provisions shall be used in conjunction with the “2024 Standard Specifications for Road, Bridge and Municipal Construction” and “Standard Plans for Road, Bridge, and Municipal Construction” as prepared by the Washington State Department of Transportation (WSDOT). State Standard Specifications are available through WSDOT, by calling (360) 705-7430, emailing engrpubs@wsdot.wa.gov, or may be downloaded, free of charge, from this location on the WSDOT home page:

http://www.wsdot.wa.gov/Publications/Manuals/M41-10.htm

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

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

(May 18, 2007 APWA GSP)
(August 7, 2006 WSDOT GSP)
(April 2, 2007 Tacoma GSP)

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

(*****)

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

Join Zoom Meeting
https://us02web.zoom.us/j/84564721872?pwd=em80TkJ0c0ZKb21WSkhXcCt6T2hwUT09

Meeting ID: 845 6472 1872
Passcode: 488620

One tap mobile
+12532050468,,84564721872#,,,,*488620# US
+12532158782,,84564721872#,,,,*488620# US (Tacoma)

Dial by your location
• +1 253 205 0468 US
• +1 253 215 8782 US (Tacoma)
• +1 346 248 7799 US (Houston)
Meeting ID: 845 6472 1872
Passcode: 488620
Find your local number: https://us02web.zoom.us/u/kde0IIeYFQ

DESCRIPTION OF WORK
(******)

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

END OF SECTION
DEFINITIONS AND TERMS

1-01.3 Definitions
(January 19, 2022 APWA GSP)

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

Dates

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

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

Contract Execution Date
The date the Contracting Agency officially binds the Agency to the Contract.

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

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

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

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

Final Acceptance Date
The date on which the Contracting Agency accepts the Work as complete.

Supplement this Section with the following:

All references in the Standard Specifications or WSDOT General Special Provisions, to the terms “Department of Transportation”, “Washington State Transportation Commission”, “Commission”, “Secretary of Transportation”, “Secretary”, “Headquarters”, and “State Treasurer” shall be revised to read “Contracting Agency”.

All references to the terms “State” or “state” shall be revised to read “Contracting Agency” unless the reference is to an administrative agency of the State of Washington, a State statute or regulation, or the context reasonably indicates otherwise.
All references to “State Materials Laboratory” shall be revised to read “Contracting Agency designated location”.

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

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

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

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

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

Contract Documents
See definition for “Contract”.

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

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

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

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

This section is supplemented with the following:
(April 15, 2020 Tacoma GSP)

All references to the acronym UDBE” shall be revised to read “DBE/EIC".
All references in the Standard Specifications to the term “Proposal Bond” shall be revised to read “Bid Bond.”

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

**Calendar Day**
The time period of 24 hours measured from midnight to the next midnight, including weekends and holidays.

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

**Day**
Unless otherwise specified, a calendar day.

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

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

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

END OF SECTION

**1-02 BID PROCEDURES AND CONDITIONS**

**1-02.1 Prequalification of Bidders**
*Delete this section and replace it with the following:*

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

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

*Add the following new section:*
1-02.1(1) Supplemental Qualifications Criteria

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

*Add the following new section:*

1-02.1(2) Supplemental Qualifications Criteria

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

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

Qualifications of the Thermal-Cure CIPP Contractor:

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

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

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

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

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

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

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

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

1-02.2 Plans and Specifications

(*)

Delete this section and replace it with the following:

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

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

1-02.4(1) General

(January 19, 2022 APWA GSP Option B)

The first sentence of the last paragraph is revised to read, beginning with “Any prospective Bidder desiring…” is revised to read:

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

1-02.5 Proposal Forms

(July 31, 2017 APWA GSP)

Delete this section and replace it with the following:

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

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

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

Supplement the second paragraph with the following:

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

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

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

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

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

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

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

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

The fourth paragraph is revised to read:
(October 18, 2013 Tacoma GSP)

The bidder shall submit the following completed forms:

City of Tacoma – Equity in Contracting Utilization Form
**1-02.7 Bid Deposit**  
(March 1, 2021 GSP)

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

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

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

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

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

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

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

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

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

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

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

- DBE Written Confirmation Document from each DBE firm listed on the Bidder’s completed DBE Utilization Certification (WSDOT 272-056);
- Good Faith Effort (GFE) Documentation
- DBE Bid Item Breakdown (WSDOT 272-054)
- DBE Trucking Credit Form (WSDOT 272-058)
These documents, if applicable, shall be received either with the Bid Proposal or as a Supplement to the Bid. 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 sendbid@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 sendbid@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 not submit a revised or supplemented package, then its bid shall be considered withdrawn.
Late revised or supplemented Bid Proposals or late withdrawal requests will be date recorded by the Contracting Agency and returned unopened.

1-02.12 Public Opening of Proposals
(March 1, 2021 Tacoma GSP)

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

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

https://us06web.zoom.us/j/88402680573?pwd=eThSaXZxNER0TWRhUGx6U0F2cURMZz09

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

1-02.13 Irregular Proposals
(October 18, 2013 Tacoma GSP)
Delete this section and replace it with the following:

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

2. A Proposal may be considered irregular and may be reject if:
   a. The Proposal does not include a unit price for every Bid item;
   b. Any of the unit prices are excessively unbalanced (either above or below the amount of a reasonable Bid) to the potential detriment of the Contracting Agency;
   c. Receipt of Addenda is not acknowledged;
   d. A member of a joint venture or partnership and the joint venture or partnership submit Proposals for the same project (in such an instance, both Bids may be rejected); or
   e. If Proposal form entries are not made in ink.
A Bidder will be deemed not responsible if:

1. the Bidder does not meet the mandatory bidder responsibility criteria in RCW 39.04.350(1), as amended; or
2. evidence of collusion exists with any other Bidder or potential Bidder. Participants in collusion will be restricted from submitting further bids; or
3. the Bidder, in the opinion of the Contracting Agency, is not qualified for the work or to the full extent of the bid, or to the extent that the bid exceeds the authorized prequalification amount as may have been determined by a prequalification of the Bidder; or
4. an unsatisfactory performance record exists based on past or current Contracting Agency work or for work done for others, as judged from the standpoint of conduct of the work; workmanship; or progress; affirmative action; equal employment opportunity practices; termination for cause; or Disadvantaged Business Enterprise, Minority Business Enterprise, or Women’s Business Enterprise utilization; or
5. there is uncompleted work (Contracting Agency or otherwise) which in the opinion of the Contracting Agency might hinder or prevent the prompt completion of the work bid upon; or
6. the Bidder failed to settle bills for labor or materials on past or current contracts, unless there are extenuating circumstances acceptable to the Contracting Agency; or
7. the Bidder has failed to complete a written public contract or has been convicted of a crime arising from a previous public contract, unless there are extenuating circumstances acceptable to the Contracting Agency; or
8. the Bidder is unable, financially or otherwise, to perform the work, in the opinion of the Contracting Agency; or
9. there are any other reasons deemed proper by the Contracting Agency; or
10. the Bidder fails to meet the Project-specific supplemental bidder responsibility criteria listed in the 1-02.1(2) or
11. The bidder fails to meet the EIC requirements as described in Section 1-02.6.

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

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

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

Revise this section to read:

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

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

END OF SECTION

1-03 AWARD AND EXECUTION OF CONTRACT

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

Revise the first paragraph to read:

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

1-03.2 Award of Contract
(March 27, 2003 Tacoma GSP)

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

1-03.3 Execution of Contract
(January 19, 2022 APWA GSP)

Revise this section to read:

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

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

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

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

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

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

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the
full contract amount. The bond may be a combined payment and performance bond; or
be separate payment and performance bonds. In the case of separate payment and
performance bonds, each shall be for the full contract amount. The bond(s) shall:
1. Be on Contracting Agency-furnished form(s);
2. Be signed by an approved surety (or sureties) that:
   a. Is registered with the Washington State Insurance Commissioner, and
   b. Appears on the current Authorized Insurance List in the State of Washington published by the Office of the Insurance Commissioner,
3. Guarantee that the Contractor will perform and comply with all obligations, duties, and conditions under the Contract, including but not limited to the duty and obligation to indemnify, defend, and protect the Contracting Agency against all losses and claims related directly or indirectly from any failure:
   a. Of the Contractor (or any of the employees, subcontractors, or lower tier subcontractors of the Contractor) to faithfully perform and comply with all contract obligations, conditions, and duties, or
   b. Of the Contractor (or the subcontractors or lower tier subcontractors of the Contractor) to pay all laborers, mechanics, subcontractors, lower tier subcontractors, material person, or any other person who provides supplies or provisions for carrying out the work;
4. Be conditioned upon the payment of taxes, increases, and penalties incurred on the project under titles 50, 51, and 82 RCW; and
5. Be accompanied by a power of attorney for the Surety’s officer empowered to sign the bond; and
6. Be signed by an officer of the Contractor empowered to sign official statements (sole proprietor or partner). If the Contractor is a corporation, the bond(s) must be signed by the president or vice president, unless accompanied by written proof of the authority of the individual signing the bond(s) to bind the corporation (i.e., corporate resolution, power of attorney, or a letter to such effect signed by the president or vice president).

1-03.5 Failure to Execute Contract
(April 15, 2020 Tacoma GSP)
The first sentence is revised to read:
Failure to return the insurance certification and bond with the signed contract as required in Section 1-03.3, or failure to provide Equity In Contracting (EIC) information if required in the contract, or failure or refusal to sign the Contract, or failure to register as a contractor in the state of Washington shall result in forfeiture of the bid bond or deposit of this Bidder.

END OF SECTION

1-04 SCOPE OF THE WORK

1-04.2 Coordination of Contract Documents, Plans, Special Provisions, Specifications, and Addenda
(March 13, 2012 APWA GSP)
Revise the second paragraph to read:
Any inconsistency in the parts of the contract shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

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

1-04.4 Changes
(******)
Revise the fifth paragraph to read:

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

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

1-04.6 Variation in Estimated Quantities
(May 25, 2006 APWA GSP)
This section is supplemented with the following:

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

END OF SECTION

1-05 CONTROL OF WORK

1-05.3 Plans and Working Drawings
(January 6, 2015 Tacoma GSP)
This section is deleted in its entirety and replaced with the following:

1-05.3 Submittals
The Contractor shall not install materials or equipment, which requires submittals, until reviewed by the Contracting Agency. Late submissions by the Contractor shall not be cause for time extension.

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

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

- Shop Drawings/Plans
- Product Data
- Samples
- Reports
- Material Submittals (Ref. 1-06)
- Progress Schedules (Ref. 1-08.3)
- Guarantees/Warranties (Ref. 1-05.10)

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

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

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

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

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

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

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

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

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

Each submittal shall indicate the following:

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

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

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

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

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

1-05.3(3) Engineer’s Review of Submittals

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

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

When the submittal or resubmittal is marked “REVIEWED” no further correspondence is
required. When the submittal is marked “REVIEWED WITH COMMENTS” the
Contractor shall comply with any comments on the return submittal.

1-05.3(4) Resubmittals
When a submittal is marked “REVISE AND RESUBMIT” or “REJECTED,” the Contractor shall make the corrections as noted and instructed by the Engineer and resubmit via e-Builder®. The Contractor shall not install material or equipment that has received a review status of “REVISE AND RESUBMIT” or REJECTED.

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

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

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

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

1-05.3(5) Submittal Requirements by Section

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

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1-05.3(8) Clarifications

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

1-05.4(1) Roadway and Utility Surveys

Supplement this section with the following:
1-05.4 Conformity with Deviations from Plans and Stakes - Roadway and Utility Surveys
(July 23, 2015 APWA GSP, Option 1)

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

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

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

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

Supplement this section with the following:

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

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

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

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

The rights exercised under the provisions of this section shall not diminish the Contracting Agency’s right to pursue any other avenue for additional remedy or damages with respect to the Contractor’s failure to perform the work as required.
1-05.11 Final Inspections and Operational Testing

(October 1, 2005 APWA GSP)

1-05.11(1) Substantial Completion Date

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

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

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

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

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

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

If action to correct the listed deficiencies is not initiated within 7 days after receipt of the written notice listing the deficiencies, the Engineer may, upon written notice to the Contractor, take whatever steps are necessary to correct those deficiencies pursuant to Section 1-05.7.
The Contractor will not be allowed an extension of contract time because of a delay in the performance of the work attributable to the exercise of the Engineer’s right hereunder.

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

1-05.11(3) Operational Testing

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

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

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

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

Delete the sixth and seventh paragraphs of this section.

1-05.15 Method of Serving Notices
(March 25, 2009 APWA GSP)
Revise the second paragraph to read:

All correspondence from the Contractor shall be directed to the Project Engineer. All correspondence from the Contractor constituting any notification, notice of protest, notice of dispute, or other correspondence constituting notification required to be furnished under the Contract, must be in paper format, hand delivered or sent via mail delivery service to the Project Engineer’s office. Electronic copies such as e-mails or electronically delivered copies of correspondence will not constitute such notice and will not comply with the requirements of the Contract.
Add the following new section:

1-05.16 Water and Power
(October 1, 2005 APWA GSP)

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

Add the following new section:

1-05.19 Project Management Communications
(March 16, 2018 Tacoma GSP)

1-05.19(1) Summary

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

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

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

1-05.19(2) Training & Support

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

1-05.19(3) Authorized Users

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

1. The City will provide the Contractor with up to four licensed user accounts for the duration of the project. The sharing of user accounts is prohibited.
2. Additional licensed user accounts may be purchased from e-Builder®.
3. Authorized users will be contacted via e-mail with a temporary user password. The user shall update the required information at their first log-in and be responsible for proper password protection.
4. Only entities with a direct Contract with the Contracting Agency will be allowed to be an authorized user.
1-05.19(4) Communications

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

1. Document Integrity and Revisions: Documents, comments, drawings and other data posted to the system remain a permanent component of the project. The originator, time and date are recorded for each document submitted to the system. Submitting a new document or record with a unique ID, originator, and time stamp is the method used to make modifications or corrections.

2. Document Security: The system provides a method for communication of documents. Documents allow security group assignment to respect the contractual parties’ communication with the exception that the Contracting Agency Administrative Users have access to everything. **DO NOT POST PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**

3. Notifications and Distribution: Document distribution to project members may be accomplished both within the e-Builder® system and via email depending on user settings. Project document distribution to parties outside of the project communication system may be accomplished by secure email of outgoing documents and attachments, readable by a standard email client.

4. Except for paper documents which require original signatures and large format documents (greater than 11 x 17 inches), all other documents shall be submitted by transmission in electronic form to the e-Builder® web site by licensed users.
   a. Large format documents may be transmitted by hardcopy and electronically via e-Builder® as otherwise agreed, or as otherwise noted in the specifications.
   b. Electronic processes and document types that shall be managed via e-Builder® include, but are not limited to:
      i. Request for Information (RFI)
      ii. Change Order (CO)
      iii. Submittals
      iv. Transmittals, including record of documents and materials delivered in hard copy
      v. Meeting Minutes
      vi. Application for Payments
      vii. Review Comments
      viii. Inspector’s Daily Field Reports (IDR)
      ix. Construction Photographs
      x. Drawings
      xi. Supplemental Sketches
      xii. Schedules
      xiii. Specifications
      xiv. Inspection Reports
      xv. Survey Requests
      xvi. TV Inspection Requests

1-05.19(5) Record Keeping

1. The Contracting Agency, their representatives, and the Contractor shall respond to electronic documents received from e-Builder® and consider them as if received in paper document form.
2. The Contracting Agency, their representatives, and the Contractor reserve the right to reply or respond through e-Builder® to documents actually received in paper document form.

3. The following are examples of paper documents which may require an original signature:
   a. Contract
   b. Change Orders
   c. Application & Certificates for Payment
   d. Force Account and Protested Force Account forms

1-05.19(6) Minimum Equipment Requirements

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

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

END OF SECTION

1-06  CONTROL OF MATERIAL

1-06.1 Approval of Materials Prior To Use
(September 15, 2010 Tacoma GSP)
The first sentence is revised to read:

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

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

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

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

2. Shall meet the requirements of the Contract and be approved by the Engineer;

3. May be inspected or tested at any time during their preparation and use; and

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.

1-07.2 State Taxes
(January 6, 2015 TACOMA GSP)
Supplement this section with the following:

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 and APWA Standard Specifications for Road, Bridge, and Municipal Construction.
1-07.9 Wages

1-07.9(5) Required Documents
(March 1, 2004 Tacoma GSP)
The first sentence of the third paragraph is revised to read:

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

This section is supplemented with the following:

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

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

1-07.15 Temporary Water Pollution/Erosion Control
(March 23, 2010 Tacoma GSP)
This section is supplemented with the following:

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

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

1-07.15(1) Spill Prevention, Control and Countermeasures Plan
(February 9, 2011 Tacoma GSP)
This section is revised to read:

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

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

Implementation Requirements

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

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

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

1. Placing materials or equipment in staging or storage areas.
2. Refueling, washing, or maintaining equipment.

SPCC Plan Element Requirements

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

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

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

3. Project and Site Information
Describe the following items:
A. The project Work.
B. The site location and boundaries.
C. The drainage pathways from the site, including both stormwater and sanitary conveyance pathways.
D. Nearby waterways and sensitive areas and their distances from the site.

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

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

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

7. Spill Prevention
Describe the following items:
A. Spill response kit contents and location(s).
B. Security measures for potential spill sources.
C. Secondary containment practices and structures for all containers to handle the maximum volume of potential spill of hazardous materials.
D. Methods used to prevent stormwater from contacting hazardous materials.
E. Site inspection procedures and frequency.
F. Equipment and structure maintenance practices.
G. Daily inspection and cleanup procedures that ensure all equipment used below the ordinary high water line is free of all external petroleum-based products.
H. Refueling procedures for equipment that cannot be moved from below the ordinary high water line.

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

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

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

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

9. Project Site Map
   Provide a map showing the following items:
   A. Site location and boundaries.
   B. Site access roads.
   C. Drainage pathways from the site.
   D. Nearby waterways and sensitive areas.
   E. Hazardous materials, equipment, and decontamination areas identified in 4, above.
   F. Pre-existing contamination or contaminant sources described in 5, above.
   G. Spill prevention and response equipment described in 7 and 8, above.

10. Spill Report Forms
    Provide a copy of the spill report form(s) that the Contractor will use in the event of a release or spill.

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

“SPCC Plan,” lump sum.

When the written SPCC Plan is accepted by the Contracting Agency, the Contractor shall receive 50-percent of the lump sum Contract price for the plan.
The remaining 50-percent of the lump sum price will be paid after the materials and equipment called for in the plan are mobilized to the project.

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

1. All costs associated with creating the accepted SPCC Plan.

2. All costs associated with providing and maintaining the on-site spill prevention equipment described in the accepted SPCC Plan.

3. All costs associated with providing and maintaining the on-site standby spill response equipment and materials described in the accepted SPCC Plan.

4. All costs associated with implementing the spill prevention measures identified in the accepted SPCC Plan.

5. All costs associated with updating the SPCC Plan as required by this Specification.

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

1-07.16 Protection and Restoration of Property

1-07.16(1) Private/Public Property

(******)

This section is supplemented with the following:

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

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

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

The newsletter/mailing shall include the following information:

- Project Name
- Name and address of Contractor
- Name and phone number of Contractor representatives, including an emergency contact
• Name and phone number of City representative

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

This section is supplemented with the following:

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

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

The Foss High School contacts are:

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

Stormwater Segments #6262970, #6300025 (S. 38th St. From S. “K” St. to S. ”J” St.)

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

The businesses with frontage access to this project site are:

- 1102 S. 38th St.
- 3803 S. K. St.
- 1002 S. 38th St.
- 870 S. 38th St.
- 858 S. 38th St.
- 820 S. 38th St.
- 3737 S. K. St.
- 1001 S. 38th St.
- 861 S 38th St.
- 851 S. 38th St.
- 821 S. 38th St.

1-07.17 Utilities and Similar Facilities

The first paragraph is supplemented with the following:

Public and private utilities or their Contractors will furnish all work necessary to adjust, relocate, replace, or construct their facilities unless otherwise provided for in the Plans or these Special Provisions. Such adjustment, relocations, replacement, or construction will be done within the time for performance of this project. The Contractor shall coordinate their work with such adjustment, relocation, or replacement of utility work. This may require the Contractor to phase their work in a manner that will allow for the utility work.
The Contractor shall coordinate their work with all utilities and other organizations which have to adjust or revise their facilities within the project area. These may include, but are not limited to:

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

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

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

1-07.18 Public Liability and Property Damage Insurance
Delete this section in its entirety, and replace it with the following:

1-07.18 Insurance (*******")
During the course and performance of the services herein specified, the Contractor will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements document is fully incorporated herein by reference.

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

This section is supplemented with the following:

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

1-07.23 Public Convenience and Safety

1-07.23(1) Construction Under Traffic
(May 2, 2017 APWA GSP)

Revise the third sentence of the second paragraph to read:

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

1-07.23(1) Construction under Traffic
(******)
This section is supplemented with the following:

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

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

No work is permitted to occur within the City’s various business districts and downtown areas during the period from November 24, 2024 through January 1, 2025.
No work is permitted to occur in Broadway during the Broadway Farmers Market daytime operating hours on Thursdays between 10 AM through 3 PM during the period from May 2, 2024 through October 31, 2024.

EXCEPTION:

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

- 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.

- 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 is separate lanes, and only from 9 AM to 3 PM.

- Two-way (as applicable) traffic in separate lanes along all arterial streets 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.

Exceptions:
  o 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.

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

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

  • Any work/traffic control provision that affects pedestrian accessibility at a given corner of an intersection must be limited to that given corner, with the remaining three corners at the intersection (at a minimum) being used to facilitate a pedestrian detour, until full accessibility or an accessible connection with at least one other corner can be re-established. Regardless of location/situation, any temporary pedestrian access path/route that may be employed shall provide equivalent to, or better, accessibility than the unavailable path/route in
accordance with the Americans with Disabilities Act and the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (PROWAG).

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

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

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

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

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

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

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

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

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

The Contractor shall notify all property owners and tenants of detours, street and alley closures, or other restrictions that may interfere with their access. Notification shall be at least twenty-four (24) hours in advance for residential property, and at least forty-eight (48) hours in advance for commercial property.
Emergency traffic, such as police, fire, and disaster units, shall be provided access at all times. In addition, the Contractor shall coordinate Contractor activities with all disposal firms and transit bus service that may be operating in the project area.

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

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

1-07.23(2) Construction and Maintenance of Detours
(April 1, 2018 Tacoma GSP)
This section is supplemented with the following:

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

The Contractor shall notify the Engineer three (3) working days in advance of implementation of any street closures/detours allowed under the Contract. Advance notice signing shall be placed a minimum of three (3) working days prior to implementation of any street closure/detour.
The Contractor shall notify Pierce Transit a minimum of 10 working days prior to any street closure. The Contractor shall notify all other entities listed below a minimum of five (5) working days prior to any street closure:

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

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

Delete this section and replace it with the following:

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

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

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

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

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

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

END OF SECTION

1-08 PROSECUTION AND PROGRESS

Add the following new section:

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

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

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

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

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

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

Add the following new section:

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

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

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

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

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

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

Add the following new section:
1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees (******)

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

The Contractor by these specifications does hereby authorize the Engineer to deduct such costs from the amount due or to become due to the Contractor.
EXCEPTION: Mandatory night work specified in the Plans will not be subject to overtime payments within the agreed upon nighttime working hours.

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

This section is deleted.

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

This section is deleted.

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

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

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

1-08.4 Prosecution of Work

Delete this section and replace it with the following:

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

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

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

This section is supplemented with the following:

The Contracting Agency will issue the Notice to Proceed on July 1, 2024, or as close to this date possible after contract execution, and anticipates that physical completion will be on October 31, 2024.
1-08.5 Time for Completion

(******)

Revise the third and fourth paragraphs to read:

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

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

Revise the sixth paragraph to read:

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

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

This section is supplemented with the following:

(******)

This project shall be physically completed within 75 working days. No additional working days will be granted for the Contractor’s delay to procure the noise variance permits and traffic control permits. The Contractor shall diligently pursue these City permits within 5 days after Notice to Proceed. The Contractor shall
anticipate suspension of the project for procurement of the CIPP lining materials
and commence work diligently to complete the project within the time specified.

1-08.9 Liquidated Damages
(March 3, 2021  APWA GSP, Option B)
Revise the second and third paragraphs to read:

Accordingly, the Contractor agrees:

1. To pay (according to the following formula) liquidated damages for each working
day beyond the number of working days established for Physical Completion,

2. To authorize the Engineer to deduct these liquidated damages from any money
due or coming due to the Contractor.

Liquidated Damages Formula

\[ LD = 0.15C/T \]

Where:

- \( LD \) = liquidated damages per working day (rounded to the nearest dollar)
- \( C \) = original Contract amount
- \( T \) = original time for Physical Completion

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

END OF SECTION

1-09  MEASUREMENT AND PAYMENT

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

Supplement this Section with the following:

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

(January 13, 2011 Tacoma GSP)

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

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

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

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

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

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

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

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

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

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

4. Change Orders — entitlement for approved extra cost or completed extra work as determined by the Engineer.

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

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

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

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

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

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

1-09.9(1) Retainage
(May 10, 2006 Tacoma GSP)
The fourth paragraph is supplemented with the following:

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

1-09.13(3)A Arbitration General
(January 19, 2022 APWA GSP)

Revise the third paragraph to read:

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

END OF SECTION
1-10 TEMPORARY TRAFFIC CONTROL

1-10.1(2) Description
(July 22, 2019 Tacoma GSP)
The first sentence of the fourth paragraph is revised to read:
The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times except when Work requires closure(s) that have been requested and approved in accordance with section 1-10.2(2).

The third sentence of the fourth paragraph is revised to read:
Approved lane and ramp closures shall be for the minimum time required to complete the Work.

This section is supplemented with the following:

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

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

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

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

Traffic Control Management

1-10.2(1) General
(October 3, 2022, WSDOT GSP)
Section 1-10.2(1) is supplemented with the following:
The Traffic Control Supervisor shall be certified by one of the following:
The Northwest Laborers-Employers Training Trust
27055 Ohio Ave.
Kingston, WA 98346
(360) 297-3035
https://www.nwlett.edu
Section 1-10.3 is supplemented with the following:

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

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

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

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

Tacoma Police Department
Special Events Sergeant
(253) 591-5932
TacomaPoliceEvents@ci.tacoma.wa.us
The Contractor shall request officers at least 48 hours in advance for scheduling unless an exception is approved by the Engineer.

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

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

1-10.3(1)A Flaggers
This heading is revised to read:

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

This section is supplemented with the following:

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

1-10.3(1)B Other Traffic Control Labor
This section is revised to read:

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

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

Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the Engineer deems to be unacceptable while their use is required on the project shall be replaced by the Contractor at their expense.
1-10.3(3)C Portable Changeable Message Sign
(******)
This section is supplemented with the following:

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

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

1-10.4 Measurement

1-10.4(2) Item Bids with Lump Sum for Incidentals
(January 11, 2006 Tacoma GSP)
This section is supplemented with the following:

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

“Uniformed Police Officer for Traffic Control” will be measured by the hour. Portions of
an hour will be rounded up to a whole hour.

1-10.5 Payment

1-10.5(2) Item Bids with Lump Sum for Incidentals
(January 11, 2006 Tacoma GSP)
This section is supplemented with the following:

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

END OF SECTION

2-07  WATERING
(August 3, 2009 Tacoma GSP)
2-07.3 Construction Requirements
The last sentence of the first paragraph is revised to read:

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

Section 2-07.3 is supplemented with the following:

2-07.3(1) Water Supplied from Hydrants

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

Water supplied from hydrants governed by Tacoma Water shall be used in strict compliance with the “Operating Procedures for the use of Water Division Hydrants” available at the Tacoma Water Permit Counter.

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

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

END OF SECTION

2-14 PAVEMENT REMOVAL
******

2-14.1 Description

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

2-14.4 Measurement

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

2-14.5 Payment

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

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

END OF SECTION

2-15 CURB AND CURB AND GUTTER REMOVAL
(*****)

2-15.1 Description

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

2-15.4 Measurement

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

2-15.5 Payment

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

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

END OF SECTION

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

2-16.1 Description

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

2-16.4 Measurement
Catch basin frame and grates and riser sections removal will be paid by force account as provided in Section 1-09.6.

2-16.5 Payment

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

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

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

END OF SECTION

4-04 BALLAST AND CRUSHED SURFACING
(******)

4-04.2 Materials
This section is revised to read:

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

4-04.3(5) Shaping and Compaction
(March 9, 2016 APWA GSP)
Supplement this section with the following:

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

4-04.4 Measurement

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

4-04.5 Payment
This section is supplemented with the following:

All costs for labor, equipment, and materials required to furnish, place, water, and compact the crushed surfacing materials to complete the work for the removal and reinstallation of catch basin frame and grates and riser sections will be included in the bid items “Catch Basin Removal and Reinstallation, Incl. Pavement Restoration” in
Special Provisions Section 7-21 and will be paid by force account in accordance with Section 1-09.6.

END OF SECTION

5-04 HOT MIX ASPHALT

(*.....)

This Section is revised according to the following overriding provisions:

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.

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:

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

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

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

5-04.2(2)B Using HMA Additives
(April 1, 2018 Tacoma GSP)
This section is revised to read:

The Contractor may, at the Contractor’s discretion, elect to use additives that reduce the optimum mixing temperature or serve as a compaction aid for producing HMA. Additives include organic additives, chemical additives and foaming processes. The use of Additives is subject to the following:
- Do not use additives that reduce the mixing temperature in the production of High RAP/Any RAS mixtures.

- Before using additives, obtain the Engineer’s approval using WSDOT Form 350-076 to describe the proposed additive and process.

5-04.3 Construction Requirements

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

*The second paragraph is supplemented with the following:*

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

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

*The second paragraph is deleted.*

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

*This section is revised to read:*

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


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

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

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

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

*The first paragraph is revised to read:*
The asphalt supplier shall add any recycling agent and anti-stripping additive to the liquid asphalt binder prior to shipment to the asphalt mixing plant, when the mix design includes these additives. The Contractor shall submit the anti-stripping additive amount and the manufacturer’s certification, together with the HMA mix design submittal in accordance with Section 5-04.2. Paving shall not begin before the anti-stripping additive submittal is accepted by the Engineer.

5-04.3(8) Aggregate Acceptance prior to Incorporation in HMA
(Aug 1, 2020 Tacoma GSP)
This section is revised to read:

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

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

5-04.3(9) HMA Mixture Acceptance
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

5-04.3(9)A Test Sections
(April 1, 2018 Tacoma GSP)
The first paragraph is revised to read:

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

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

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

The second paragraph is revised to read:

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

5-04.3(9)B  Mixture Acceptance – Statistical Evaluation
(April 1, 2018 Tacoma GSP)
The title of this section is revised to read:
5-04.3(9)B  Mixture Acceptance – Nonstatistical Evaluation

5-04.3(9)B1 Mixture Statistical Evaluation – Lots and Sublots
(April 1, 2018 Tacoma GSP)
The title of this section is revised to read:
5-04.3(9)B1 Mixture Nonstatistical Evaluation – Lots and Sublots
This section is revised to read:

For HMA in a structural application, sampling and testing for total project
quantities less than 400 tons is at the discretion of the engineer. For HMA used
in a structural application and with a total project quantity less than 800 tons but
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.

5-04.3(10)C2 HMA Compaction Statistical Evaluation – Acceptance Testing
(April 1, 2018 Tacoma GSP)
The title of this section is revised to read:
5-04.3(10)C2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing
The second paragraph is revised to read:
Compaction tests will be performed at a minimum of 5 various locations, as determined by the Engineer, for each 400 tons placed. The locations will be determined by the stratified random sampling procedure conforming to WSDOT Test Method T 716. For an area in progress with a CPF less than 0.75, a new compaction sequence will begin at the Contractor’s request after the Project Engineer is satisfied that material conforming to the Specifications can be produced. The Compaction Test Procedures will be provided to the Contractor by the Contracting Agency at the Pre-Construction Conference or a Pre-Paving Meeting, prior to the placement of HMA material on site.

This section is supplemented with the following:
Cores may be used as an addition to the nuclear density gauge tests. When cores are taken by the Engineer at the request of the Contractor, the request shall be made by noon of the first working day following placement of the mix. The Engineer shall be reimbursed for the coring expenses.
The Engineer will inform the Contractor of field compaction test results as work is being performed. Formal Test Report(s) will be provided to the Contractor within 3 Working Days.

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

5-04.4 Measurement
(******)
The first paragraph is revised to read:

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

5-04.5 Payment
(******)
This section is supplemented with the following:

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

END OF SECTION

7-05 MANHOLES, INLETS, CATCH BASINS, AND DRYWELLS
(******)

7-05.1 Description

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

7-05.4 Measurement

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

7-05.5 Payment

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

All costs for the reinstallation of catch basins frame and grates and riser sections for the correction of a failed liner installed by the Contractor shall be at the Contractor's expense, in a manner approved by the Engineer.
7-08  GENERAL PIPE INSTALLATION REQUIREMENTS
(******)

7-08.3 Construction Requirements

The Contracting Agency does not provide access to prospective bidders to the City’s proprietary database for viewing television inspection videos for online security purposes. However, the storm sewer segment television reports and additional information are provided in Appendix D of these Special Provisions for use by the prospective bidders. Television inspection videos will be made available to the awarded Contractor.

The Contractor shall anticipate bypassing the storm segments when rain events are more common in September and October. It is in the Contractor’s benefit to line the storm segments prior to the rain events and higher infiltration in the pipes by diligently pursuing the City’s permits for Traffic Control, noise variance, and all other necessary permits to complete the lining work.

Section 7-08.3 is supplemented with the following:

7-08.3(5) Temporary Bypass Pumping

7-08.3(5)A General Requirements

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

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

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

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

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

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

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

7-08.3(5)B Backup Equipment and Monitoring

Bypass pumping shall be scheduled for continuous operation with back-up pumps,
generators, and other equipment available on-site at all times for periods of maintenance
and refueling or failure of the primary bypass pump(s). The Contractor shall provide
experienced monitoring personnel on site at all times to verify the bypass pumping
system remains functional. These individuals shall have the experience to operate and
maintain the bypass system to ensure there is continuous operation of the bypass
system. The Contractor may elect to utilize vactor service trucks in combination with
their bypass backup equipment and shall be incidental to the cost of the bypass pumping
bid item.

7-08.3(5)C Flow for Bypass System Design

The Contractor is responsible for bypassing all flow present in the pipe, up to a
maximum of full pipe flow, at the time of pre-television inspection, short liner repair
installation, post television inspection, and CIPP lining installation until the line is
returned to service. Flow can increase significantly during rain events and remain
increased for several days after rain events in stormwater pipes. If flow is full pipe, the
Contractor may elect to wait for flow conditions to decrease prior to removing the subject
line from service.

The Contracting Agency has calculated the full pipe flow for the following
individual segments. This information is provided for informational purposes of
bypass system design and actual flow rates in the field will vary throughout the
year.
The Contractor shall coordinate activities with impacted property owners in accordance with Section 1-07.16(1). Residential property owners shall be notified that their side sewer or private storm drain will be out of service for a specified period of time up to a maximum of 8 hours at a time.

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

The Contractor shall verify whether service to a property is able to be interrupted prior to lining operations. When impacted properties cannot be disconnected, plugged, or subjected to any other service interruption, i.e., hospitals, care facilities, restaurants, etc., bypass pumping of the side sewer to the downstream sanitary sewer system shall be required prior to insertion of the liner system. If necessary, the contractor may install a cleanout to facilitate bypass pumping.
**7-08.3(5)E Bypass Pumping Plan**

The Contractor shall submit site-specific Bypass Pumping Plans for each location in accordance with Section 1-05. The Contractor’s plan for bypass pumping shall be reviewed by the Contracting Agency before the Contractor will be allowed to commence bypass pumping. The Contractor shall test the bypass pumping system prior to the system is utilized in bypass operations. The review of the bypassing system and equipment by the Engineer shall in no way relieve the Contractor of his responsibility and public liability.

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

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

**7-08.4 Measurement**

*This section is supplemented with the following:*

“Temporary ____ Sewer Bypass” will be paid by force account in accordance with Section 1-09.6.

“Bypass Side Sewer” will be paid by force account in accordance with Section 1-09.6.

**7-08.5 Payment**

*This section is supplemented with the following:*

“Temporary ____ Sewer Bypass” by force account as provided in Section 1-09.6.

All labor, materials, and other costs associated with bypassing the storm sewers, including but not limited to, preparing, submitting, revising, and resubmitting revisions for the Temporary Bypass Plan, personnel, fuel, monitoring, power, pumps, piping, barricades, emergency stand-by equipment, vactor trucks, trenching, surface restoration costs, and all other work necessary to maintain uninterrupted storm services by bypassing the applicable sewer system flows.

“Bypass Side Sewer”, by force account as provided in Section 1-09.6.
All labor, materials, and other costs associated with bypassing side sewers, including the construction of cleanouts or other acceptable means of gaining access to the existing side sewer outside the building to bypass flows in accordance with these Specifications will be paid by force account in accordance with Section 1-09.6.

END OF SECTION

Add the following new section:

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

7-20.1 Description

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

The Contracting Agency has identified several storm segments for short liner repair for host sewer pipe as shown on the Plans. The Contractor may propose additional short liner repairs for review and approval for installation by the Engineer prior to completing the CIPP lining work.

7-20.2 Submittals

Submittals Prior to Work:

Example CCTV Inspection

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

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

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

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

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

The CCTV Inspection shall include the following information:
- Continuous Display
- Date of Inspection
- Main segment number
- Corresponding plan sheet number
- Upstream and downstream manhole numbers
- Current distance along the mainline

Submittals After Each Video Inspection:

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

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

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

7-20.3 Construction Requirements

7-20.3(1) Equipment

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

7-20.3(2) Personnel
All CCTV inspections shall be performed by a NASSCO-PACP Certified operator who documents the date of the inspection, the condition of the pipe at each phase including before and after liner installation, breaks, obstacles, and side sewers by closed circuit television.

7-20.3(3) Cleaning

Prior to conducting CCTV inspection, the Contractor shall clean the sewer main segment. Clean shall be defined as the removal of all accumulations including sludge, dirt, sand, rocks, asphalt, concrete, grout, grease, roots, and any other solid or semi-solid material existing in the pipe with 100% debris removal. It will be the Contractor’s responsibility to make as many cleaning passes as necessary to meet the above definition of clean.

All roots shall be removed from the sewer lines. Special attention shall be used during the cleaning operation to assure removal of roots from the joints and side sewer connections. Procedures may include the use of mechanical equipment such as rodding machines, root cutters, porcupines, and high-velocity hydro-jet cleaners. Precautions shall be taken by the Contractor in the use of cleaning equipment to avoid any damage to the existing pipe. Any damage of the sewer main pipe resulting from the Contractor’s cleaning operations, regardless of the existing condition of the pipe, shall be the responsibility of the Contractor.

Sludge, roots, dirt, sand, rocks, grease, and other solids or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the segment being cleaned and disposed of in accordance with Section 7-20.3(4). Passing materials from manhole section to manhole section is not permitted.

7-20.3(4) Waste Material Disposal

The Contractor shall dispose of all waste material removed from sewers during cleaning operations at the City of Tacoma Eductor Decant Facility, located at 2101 Cleveland Way, Tacoma, WA, 98421, or at another off-site location licensed to receive sewage waste. Off-site locations shall be submitted to the Engineer for approval prior to any disposal. No facility disposal fees will apply to the use of the City’s Eductor Decant Facility.

The Contractor shall submit the name, address, and telephone number of the off-site disposal location along with proof, such as copies of invoices, of disposal of materials.

If the material removed from the wastewater system is suspected of being contaminated (from odor or visual appearance), the Contractor shall contact the Engineer immediately before disposing of the waste at either the City's facility or any other disposal facility.

Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage or spillage will occur. **Under no circumstances shall sewage or solids be dumped onto the ground surface, streets, catch basins, or storm drains.**

The Contractor shall begin work on this project with a clean and empty truck. If the Contractor chooses to use trucks containing waste material from this project on any other project, City or non-City, the Contractor shall first dispose of waste from this
project and then ensure the truck is clean and empty again prior to restarting work on this project.

**Conditions of Use for the City of Tacoma Eductor Decant Facility**

1. The Contractor, and any subcontractor hired to perform cleaning operations, shall attend a short facility orientation prior to actual use of the site at a time agreed upon with the Contractor and the City’s maintenance staff. Contact Sewer Transmission Operations and Maintenance Division at 253-591-5585 to schedule an orientation of the facility.

2. The facility hours are Monday - Friday from 7:00 AM - 2:30 PM and 3:30 PM - 4:00 PM. The facility is closed from 2:30 PM - 3:30 PM for City of Tacoma use only. The Contractor shall contact the Sewer Transmission Operations and Maintenance Division at 253-591-5585 a minimum of one hour prior to arrival at the facility to schedule access. The Contractor may request to use the facility outside of regular hours by calling the Sewer Transmission Operations and Maintenance Division at 253-591-5585 between 7:00 AM and 4:00 PM, Monday through Friday, a minimum of 48 hours in advance of the requested disposal date and time. Any disposal requests outside of regular hours will be dependent on operational requirements and staff availability at the time of the request.

3. When cleaning wastewater segments, all liquids shall be decanted as much as possible from the truck back into the wastewater sewer system before dumping at the Eductor Decant Facility.

**7-20.3(5) CCTV Inspection**

**General**

The Contractor shall hire a third-party television inspection company to perform television inspection services on all stormwater segments in the Plans.

The television inspection subcontractor must attend the Pre-Construction Conference in order to discuss the submittal process and required formatting of videos and databases, as described in this Section.

**Inspection and Video Criteria**

CCTV inspection work shall be completed by certified National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification Program (PACP) trained operator(s) using established PACP coding and observations. Coding and observation results shall be recorded and presented on a per asset basis, from structure to structure. A pipe asset is defined as one continuous pipe from the upstream structure to the downstream structure. Footage shall be recorded with the starting and ending points being the center of the manholes and/or catch basins, with the exception that if partial segments are constructed in this Contract, including side sewers, the inspection only needs to show all new work up to and including the connection to the existing pipe. Inspections shall be performed after the manhole has been channeled and the camera operator shall pan around and record the inside of each manhole and/or catch basin constructed in this project at the start and end of each inspection. The television camera shall have a resolution of 700 lines minimum and shall have a source of illumination attached to it.
The video files shall be recorded and submitted in WMV format and include an unmodified NASSCO-PACP Certified Access Database conducted entirely in digital format with electronic reference to the survey which is intended to be imported into the Contracting Agency’s viewing software, GraniteNet. The PACP database must be in MDB format (version 7.0.2 or greater) and shall include the Contracting Agency’s SAP ID for pipe segments and structures. No other file formats will be accepted unless approved by the Contracting Agency.

All videos and database files shall be submitted via the Internet web-based project management communications tool, e-Builder® software. The Contractor shall review each video and database prior to submitting to confirm formatting is correct and no pipe repairs are needed.

The Contractor shall provide video identifying each pipe segment by manhole, catch basin, and pipe segment with the 7-digit SAP ID numbers. The inspection shall identify all connections, general conditions of the sewer pipelines, problem areas, location of all connections or problem areas by linear footage, and observations concerning the condition of the pipe joints. The camera system used shall be capable of travelling up to 500 linear feet.

Although newly constructed, the sewers will likely be in service with flow present during inspections. The Contractor shall clean the main within 24 hours of the CCTV inspection. The lens shall remain clean and clear for the duration of the inspection. Should the lens become soiled, or fogged, or otherwise impaired to any degree that impedes the ability to clearly see the condition of the pipe, the inspection shall be halted to clean and clear the lens. No additional compensation will be made for re-inspections required by the Contracting Agency due to soiled, fogged, or otherwise impaired camera lenses.

The Contractor shall maintain sufficient light levels within the main to allow for visual inspection of the pipe walls for a minimum of four feet for all pipe sizes. Additionally, the Contractor shall make certain that the light levels are not so bright that visual inspection is impeded.

The CCTV Inspection shall be a continuous, unedited video and shall include the following information:

- Date of Inspection
- Main segment number
- Upstream and downstream manhole and/or catch basin numbers
- Current distance along the mainline

In addition, the Contractor shall perform wastewater side sewer inspections where they exist via a mainline camera with a lateral launching setup. The lateral launch camera shall be capable of extending at least 30 feet from the main into side sewers and shall include an on-screen footage counter. The quality of the side sewer inspection shall meet the same requirements as the mainline camera. The lateral launch camera must be self-leveling and shall also include a sonde transmitter to locate the side sewer in the event of a defect. All side sewer inspections within a given segment shall be incorporated into the same video and database file as the mainline inspection.
The Contractor shall bear all costs incurred in correcting any deficiencies found during television inspection including the cost of any additional cleaning and television inspection that may be required by the Engineer to verify the correction of said deficiency.

The Contractor shall perform CCTV inspection after cleaning the sewer lines to document the condition of the host pipe, verify the footages of side sewer connections, and verify the lines were cleaned in accordance with these specifications.

Video footage shall be taken from center of manhole to center of manhole. If any amount of the complete footage for the said segment is missing, the submittal will be rejected and the Contractor shall re-inspect the segment to capture the full footage.

In order to allow for an accurate analysis of the condition of the existing sewer main/host pipe, the Contractor shall ensure that the entire surface of the sewer main under inspection is clearly visible. When the depth of sewage, which may be caused by existing defects such as sags, offsets, voids, etc., obstructs the ability of the Engineer to clearly view the sewer main/host pipe surface, the Contractor shall halt the inspection and remove the sewage from the main using high velocity jetting machines, or other non-destructive methods acceptable to the Engineer. Once the main section under inspection is clear of sewage the inspection may resume.

If the incoming flows are sufficient to obstruct the ability of the Engineer to clearly view the entire surface of the sewer main/host pipe under inspection, the Contractor shall temporarily plug all incoming flows to the upstream manhole, and bypass pump around the plugged segment and the sewer main segment under inspection. Bypass pumping from the upstream manhole shall be utilized in accordance with Section 7-08 of these Special Provisions.

Flows introduced by laterals are unavoidable and expected, however, should these flows introduce sufficient fluids to obscure the visibility of the pipe, the Contractor shall halt the inspection until the sewage has been removed.

If the Contractor should find rocks and sediments, grease, grout, protruding laterals, or other obstructions that would otherwise prevent the installation of a liner, they shall halt the inspection and remove said obstructions prior to completing the CCTV inspection.

The Contractor shall maintain a clean and clear lens for the duration of the CCTV inspection. Should the lens become soiled, or fogged, or otherwise impaired to any degree that impedes the ability to clearly see the condition of the pipe, the Contractor shall halt the inspection and clean/clear the lens of any foreign matter impeding the visual inspection. No additional compensation will be made for re-inspections required by the Engineer due to soiled, fogged, or otherwise impaired camera lenses.

The Contractor shall maintain sufficient light levels within the main to allow for visual inspection of the pipe walls for a minimum distance of three (3) feet in front of the camera lens for all 8” to 10” pipe, and four (4) feet for all pipe sizes 12” and larger. Additionally, the Contractor shall make certain that the light levels are not so bright that visual inspection is impeded.
Should the camera get stuck in the sewer, the Contractor shall be responsible for all costs in extracting it. Costs related to difficulties encountered during internal video inspection are incidental to the contract, and claims will not be considered.

7-20.3(6) Assessment of Sewer Lines

7-20.3(6)A General

This Work shall generally consist of assessing the existing condition and ability to line a sewer main segment.

7-20.3(6)B Lining Feasibility

Pre-Installation Inspection Report Review

Prior to approving a sewer main segment for CIPP lining, the Contractor shall review all information in the Pre-Installation Inspection Report. The CCTV Inspection for each sewer main segment shall be viewed in its entirety to ensure there were no missed service connections or pipe defects during the CCTV inspection.

Minimum Acceptable Conditions

The Contractor is responsible for determining whether or not a sewer main segment is suitable for CIPP lining by viewing the complete pre-installation inspection videos and reports. The Contractor shall not install a CIPP liner in any sewer main segment with existing defects that interfere with or cause a reduction in hydraulic capacity, or which may interfere with future CCTV Inspection operations, or which may hinder in any way the quality of installation of the CIPP liner system. If a sewer main segment is not suitable for lining it shall be noted on the Video Inspection Report and presented to the Engineer.

The following sewer main pipe defects and conditions shall be considered as guidelines when performing CCTV Inspection review and making lining feasibility assessments.

Sags:

Any section of a sewer main segment that has a sag which causes sewage levels to continuously reach half pipe or greater, and which is longer than ten (10) feet in length shall be noted on the Video Inspection Report and presented to the Engineer. The Engineer shall make the final determination of whether the sag is acceptable or needs repair prior to lining.

Protruding Laterals:

Any side sewer lateral that encroaches into the inside diameter of the sewer main host pipe shall be considered a protruding lateral. The Contractor shall take appropriate measures to internally remove that portion of the lateral that is protruding. The method used to remove the protrusion shall not be destructive to that portion of the side sewer lateral outside of the inside surface of the of the sewer main host pipe, and shall result in a smooth, non-jagged edge which will not hinder in any way the quality of the installation of the CIPP liner system.

If the Contractor is unable to remove the protruding lateral it shall be noted on the Video Inspection Report and presented to the Engineer. The Engineer shall make the final determination of whether the protruding lateral is acceptable or needs repair prior to
lining. Internal removal of protruding laterals shall be included in the cost for “Pre-
Installation Cleaning and Inspection”, per linear foot.

Bends and Curves:
If, in the opinion of the Contractor, there exists a section in the sewer main segment with
bends or curves which may prevent lining operations, or future CCTV inspections after a
liner has been installed, or which may hinder in any way the quality of installation of the
CIPP liner system, it shall be noted on the Video Inspection Report and presented to the
Engineer.

Offset Joints:
Any joint that is offset by more than one half (½) of an inch in an 8-inch diameter pipe or
one (1) inch in a 10-inch diameter pipe or larger shall be noted on the Video Inspection
Report and presented to the Engineer. The Engineer shall review the defect and make a
final determination of whether the offset is acceptable or needs to be repaired prior to
lining.

Roots:
The Contractor is required to remove all roots within the sewer main pipe as a part of the
cleaning operations. If there are any roots growing into the main from a side sewer
lateral the Contractor shall take measures to cut them back to the point that they are no
longer in the main. The Contractor shall note these occurrences on the Video Inspection
Report.

Other Defects:
Any other defects in a sewer main segment that, in the Contractor’s opinion, will impede
the Contractor’s ability to clean and or line to the level of quality required within this
Contract shall be noted on the Video Inspection Report and presented to the Engineer.

7-20.3(7) Short Liner Repair for Host Sewer Pipe

If the Contractor proposes point repairs by trenchless short liner repair prior to the
Contractor lining the entirety of the host sewer pipe with thermal-cure CIPP technology,
the Contractor shall notify the Engineer immediately. If the Engineer reviews and
approves the short liner repair, the Contractor shall provide and install a short liner repair
for the host sewer pipe. The repair shall be performed with a liner to cover the defect(s) in
the host sewer pipe.

Contractor’s personnel involved in the short liner repair installation shall be certified by
liner manufacturer. Lining shall be applied per Manufacturer’s specifications and
instructions and applied only by the manufacturer’s trained and certified personnel.
Inspection with CCTV shall be considered incidental to the short liner repair. The finished
short liner repair shall be measured in accordance with the applicable sections of ASTM
Test Method D 5813 and D 3567. Flexural strength and flexural modulus of elasticity shall
be determined in accordance with ASTM D790.

Additional cleaning and preparation of host sewer pipe short liner repair and bypass
pumping shall also be incidental to the short liner repair for host sewer pipe bid item.
The Contractor shall submit a list of materials and procedures for approval by the
Engineer per Special Provisions Section 1-05.3. Samples will be provided to the
Engineer upon request.
Short liner repair for host sewer pipe which fail prior to the Contractor lining the entirety of the host sewer pipe with thermal-cure CIPP technology will be removed and replaced at the Contractor’s cost.

**7-20.4 Measurement**

*This section is supplemented with the following:*

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

1. The number of linear feet of the sewer main pipe cleaned and inspected will be measured from center of manhole to the center of manhole verified by CCTV inspection. This measurement will only be made one time, regardless of the number of passes it takes to get the sewer main segment cleaned and inspected in accordance with these Specifications.

2. “Disposal of Waste Materials” will be measured by the ton.

3. The short liner repair for host sewer pipe by force account as provided in Section 1-09.6.

**7-20.5 Payment**

*This section is supplemented with the following:*

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

1. “Pre-Installation Cleaning and Inspection”, per linear foot

   The unit contract price for “Pre-Installation Cleaning and Inspection”, per linear foot, shall be full pay for all labor, equipment, and materials required to clean, inspect and remove any protruding laterals in accordance with these Specifications.

2. “Disposal of Waste Materials”, per ton

   The unit Contract price for “Disposal of Waste Materials”, per ton, shall be full pay for all labor, equipment, materials, transportation, and any disposal fees for non-Contracting Agency owned waste facilities if not utilizing the City of Tacoma Eductor Decant Facility, required to dispose of all waste materials removed from the sewer main pipe during cleaning and rehabilitation operations in accordance with these Specifications.

3. “Short Liner Repair for Host Sewer Pipe” shall be paid for in accordance with Section 1-09.6.

4. All costs for labor, equipment, materials, cleaning, preparation, pre-CCTV inspection, post-CCTV inspection, bypass pumping, furnishing and installing the short liner for the bid item “Short Liner Repair for Host Sewer Pipe” will be paid for in accordance with Section 1-09.6.
For the purpose of providing a common Proposal for all Bidders, the Contracting Agency entered an amount for “Short Liner Repair for Host Sewer Pipe” in the Proposal to become a part of the total Bid by the Contractor.

END OF SECTION

Add the following new section:

7-21 CURED-IN-PLACE PIPE REHABILITATION (*******)

7-21.1 Description

This Work shall consist of rehabilitating storm sewer pipelines using Cured-In-Place Pipe (hereinafter referred to as CIPP) within the existing, structurally deteriorated pipe.

The rehabilitation of pipelines utilizing CIPP shall generally consist of the installation of a thermal-cure, resin-impregnated flexible felt tube with a styrene barrier and pre-liner when cured, shall extend the full length of the original pipe and provide a structurally sound, smooth, jointless and watertight pipe. The Contractor is responsible for proper, accurate and defect free installation of the new pipe regardless of the methods described herein.

7-21.1(1) Reference Specifications, Codes, and Standards

The following documents form a part of this Specification to the extent stated herein and shall be the latest editions thereof. Where differences exist between codes and standards, the one affording the greatest protection shall apply, as determined by the City.

ASTM F1216 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.

ASTM F1743 Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Pull in and inflate and Curing of a Resin-Impregnated Tube.

ASTM D543 Test Method for Resistance of Plastics to Chemical Reagents


ASTM D2122 Standard Test Method for Determining Dimensions of Thermoplastic Pipe and Fittings

ASTM D3567 Standard Practice for Determining Dimensions of “Fiberglass” (Glass-Fiber-Reinforced Thermosetting Resin) Pipe and Fittings

ASTM D5813 Standard Specification for Cured-in Place Thermosetting Resin Sewer Pipe

NASSCO Guideline for the Safe Use and Handling of Styrene-Based Resins in Cured-in-Place Pipe

NASSCO Cured-in-Place Pipe Installation Performance Specification

7-21.1(2) Contractor Submittals

Submittals shall be in accordance with Section 1-05.3(5) of these Specifications. Submittals shall include, but not be limited to, the items identified in these Specifications and in Section 1-05.3(5) of these Specifications.

A. CIPP Installation Plan/Schedule – The Contractor shall submit a detailed installation plan and schedule of CIPP construction to include the Order of Work described herein. This plan should describe all preparation work, cleaning and inspections, spot repair plan/schedule, product shipping timeframe, bypass pumping testing, proposed catch basin removal and reinstallation, installation shot schedule, CIPP operations, testing and quality control, and all necessary and appropriate elements for a complete liner installation. This plan should reference the Temporary Sewer Bypass Plans, Noise Variance Permits, Traffic Control Plans, and other necessary permit procurement timelines to demonstrate scheduling consistency among these essential components of a successful CIPP installation.

Order of Work

The Contractor shall complete the CIPP Installation Plan/Schedule in the following Contracting Agency’s order:

a) The first order of work will include the Contractor diligently pursuing traffic control permits, noise variance permits, and all other necessary permits within 5 working days from Notice to Proceed for the pre-cctv cleaning, installation of short liner repairs for host pipes, installation of thermal-cure liners, and post-cctv cleaning activities.

b) The second order of work shall be the cured-in-place installation of the stormwater segments with the highest flow rates to lowest flow rates provided in the table in Special Provisions Section 7-08.3(5)C.
B. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, satisfactory written guarantee of their intent to comply with the manufacturer's standards and NASSCO safety guidance for all materials and techniques being used in CIPP process. Any proposed modifications to the manufacturer’s recommended standards shall be approved by the Engineer prior to installation of the product.

C. The Contractor shall submit, prior to the installation or use of any lining materials or equipment, certified test results from the manufacturers which indicate that all materials conform to the applicable requirements.

D. Chemical resistance submittals – The Contractor shall submit CIPP test results that meet the chemical resistance requirements of ASTM F1216 and ASTM F1743, Section 5.2.6. CIPP samples tested shall be of fabric tube and the specific resin proposed for actual construction. It is required that CIPP samples without plastic coating meet these chemical testing requirements.

E. The chemical resistance tests should be completed in accordance with Test Method D543. Exposure should be for a minimum of one month at 73.4 degrees F. During this period, the CIPP test specimens should lose no more than 20 percent of their initial flexural strength and flexural modulus when tested in accordance with ASTM F1216 and ASTM F1743, whichever is applicable, when subjected to the following solutions:

<table>
<thead>
<tr>
<th>Chemical Solution</th>
<th>Concentration, percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tap Water (pH 6-9)</td>
<td>100</td>
</tr>
<tr>
<td>Nitric Acid</td>
<td>5</td>
</tr>
<tr>
<td>Phosphoric Acid</td>
<td>10</td>
</tr>
<tr>
<td>Sulfuric Acid</td>
<td>10</td>
</tr>
<tr>
<td>Gasoline</td>
<td>100</td>
</tr>
<tr>
<td>Vegetable Oil</td>
<td>100</td>
</tr>
<tr>
<td>Detergent</td>
<td>0.1</td>
</tr>
<tr>
<td>Soap</td>
<td>0.1</td>
</tr>
</tbody>
</table>

The Contractor shall be responsible for all costs associated with the chemical resistance tests.

F. CIPP Field Samples – The Contractor shall submit test results from previous field installations of the same resin system and tube materials as proposed for the actual installation. Field sampling procedure shall be in accordance with ASTM F1216 or ASTM F1743 and in accordance with ASTM D5813.

G. MSDS Sheets – The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.
H. Informational Handout – The Contractor shall submit an informational
handout that describes the materials, processes, installation,
pressures, temperature limitations, and odors associated with the lining
process that shall be provided at the request of concerned
residents/business owners. The informational handout shall also
include the City of Tacoma Environmental Services contact information:

a. Andrew Stark, email: AStark@cityoftacoma.org and phone
number: (253) 325-0801.

7-21.2 Materials

7-21.2(1) General

Neither the CIPP product, nor its installation, shall cause adverse effects to any of the
City processes or facilities. The use of the product shall not result in the formation or
production of any detrimental compounds or by-products at the wastewater treatment
plant. The Contractor shall notify the City and identify any by-products produced as a
result of the operations, test and monitor the levels, and comply with any and all local
waste discharge requirements.

7-21.2(2) Product Storage and Handling

All materials shall be accompanied by test reports certifying that the material conforms to
the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a
manner consistent with written recommendations of the manufacturer. Storage locations
shall be approved by the Engineer. All damaged materials and pipe rejected by the
Engineer shall be promptly removed from the project site at the Contractor’s expense
and disposed of in accordance with current applicable regulations. Damage includes,
but is not limited to, gouging, abrasion, flattening, cutting, puncturing, or ultra-violet (UV)
degradation.

7-21.2(3) Fabric Tube with Styrene Barrier Coating and Pre-Liner

1. The fabric tube shall consist of one or more layers of flexible, needled felt or an
equivalent non-woven or woven material, or a combination of nonwoven and
woven materials, capable of carrying resin, and withstanding installation
pressures and curing temperatures, as required in ASTM F 1216, Section 5 or
ASTM F 1743, Section 5; and ASTM D 5813, Sections 5, 6 and 8.

2. The fabric tube shall be manufactured to a size that when installed will tightly fit
the internal circumference and the length of the original pipe. The tube shall
have sufficient strength to bridge missing pipe section and be able to stretch to fit
irregular pipe sections and negotiate bends. Allowance shall be made for
circumferential and longitudinal stretching during installation. Diametric shrinking
during the curing process shall meet the requirements of ASTM D 5813, Section
6.3.1 or better.

3. The outside layer of the fabric tube shall be coated with an impermeable, flexible
membrane that will contain the resin during and after fabric tube impregnation,
and facilitate monitoring of the resin saturation during the resin impregnation
(wetout) procedure. The outside layer of the fabric tube coating shall also create a barrier for styrenated resin systems. This method will be used with a pre-liner which will be required to limit styrene emissions from steam. The coating and pre-liner shall act as a complete styrene barrier system.

4. The fabric tube felt shall be homogeneous across the entire wall thickness containing no intermediate or encapsulated elastomeric layer. No material shall be included in the fabric tube that may cause de-lamination in the cured CIPP. No dry or unsaturated layers shall be acceptable upon visual inspection as evident by color contrast between the felt and the activated resin containing a colorant.

5. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with CCTV inspection may be made. The hue of the color shall be dark enough to distinguish a contrast between the fully resin saturated felt fabric and dry or resin lean areas.

6. Seams in the fabric tube shall be equal to, or greater in strength than the non-seamed felt fabric.

7. The outside of the fabric tube shall be marked with the name of the manufacturer.

8. The nominal fabric tube wall thickness shall be constructed to the nearest 1.5 mm increment, rounded up from the design thickness for that section of installed CIPP. Wall thickness transitions, in 1.5 mm increments or greater as appropriate, may be fabricated into the fabric tube between installation entrance and exit access points.

9. The minimum length of the fabric tube for any sewer main segment shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

7-21.2(4) Resin

1. The resin/liner system shall meet the 10,000 hour test in accordance with ASTM D2990 or equivalent testing.

2. The resin shall be a chemically resistant isophthalic based polyester thermoset resin and catalyst system, or epoxy resin and hardener that are compatible with the installation process. Vinyl Esters may be used; however they shall only be used when specifically called for by the Engineer. The resin should be able to cure both in the presence and without the presence of water and the initiation temperature for cure should be less than 180 degrees Fahrenheit. When properly cured the resin/liner system shall meet the structural and chemical resistance requirements of ASTM F1216, and/or ASTM F1743.

3. The activated resin shall contain a colorant compatible with the resin, organic peroxides and the installation and curing process, such as CreaNova® CHROMA CHEM 844-7260 Phthalo-Blue, or equivalent, at a level of 0.01-0.035 % by the weight.
weight of the resin. The colorant shall be added concurrently with the organic peroxide activator solution, or immediately after adding it to the resin, to serve as a multi-purpose visual quality assurance indicator. For systems using a photo-initiator catalyst no colorant in the activated resin is required.

4. Prior to construction, the Contractor shall submit a baseline infrared spectrum chemical fingerprint of the type of resin to be used for this project on 8 ½” x 11” format.

7-21.2(5) CIPP Structural Requirements

1. The thickness of each liner installed shall be determined using calculation methods that are consistent with industry standards, City of Tacoma design requirements, and the requirements of all applicable ASTMs. The Contractor’s Design Engineer shall submit stamped and signed designs prior to the installation of any liner. The design calculations shall be stamped and submitted by an engineer within the state of Washington. The designs shall include a step by step calculation that shows all equations, defines all variables, lists all assumptions, and clearly indicates all values used for the design.

2. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design flexural modulus as determined by ASTM D790 test method.

3. The cured in place pipe material (CIPP) shall conform to the structural properties as listed below.

### MINIMUM PHYSICAL PROPERTIES

<table>
<thead>
<tr>
<th>Property</th>
<th>Test Method</th>
<th>Cured Composite</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wall Thickness</td>
<td>ASTM D2122</td>
<td>Per ASTM F1216</td>
</tr>
<tr>
<td>Flexural Modulus of Elasticity</td>
<td>ASTM D-790 (short term)</td>
<td>250,000 psi</td>
</tr>
<tr>
<td>Flexural Strength</td>
<td>ASTM D-790</td>
<td>4,500 psi</td>
</tr>
</tbody>
</table>

4. The required structural CIPP wall thickness shall be based as a minimum on the physical properties indicated above, the Design Equations in the appendix of ASTM F1216, and the following design parameters:

<table>
<thead>
<tr>
<th>Property</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Safety Factor</td>
<td>2.0</td>
</tr>
<tr>
<td>Creep Retention Factor</td>
<td>50%</td>
</tr>
<tr>
<td>Ovality</td>
<td>2%</td>
</tr>
<tr>
<td>Modulus of passive soil reaction</td>
<td>1,000 psi</td>
</tr>
<tr>
<td>Groundwater Depth</td>
<td>Assume at surface</td>
</tr>
<tr>
<td>Soil Depth (above the crown)</td>
<td>See Plan Set</td>
</tr>
<tr>
<td>Live Load</td>
<td>H-20 (Highway Loading)</td>
</tr>
<tr>
<td>Soil Load (assumed)*</td>
<td>134 LB/Cu. Ft.</td>
</tr>
<tr>
<td>Pipe Condition</td>
<td>Fully Deteriorated</td>
</tr>
<tr>
<td>Minimum service life</td>
<td>50 years</td>
</tr>
</tbody>
</table>

* No soils investigation related to this project has been performed.
7-21.3 Construction Requirements

7-21.3(1) Safety
The Contractor shall carry out his operations in strict accordance with all NASSCO, OSHA, WISHA, NIOSH and manufacturer's safety requirements.

7-21.3(1)A Safety Plan
The Contractor shall prepare a project-specific safety plan (Safety Plan) in accordance with Section 1-05 that will be used for the duration of the project. The Contractor shall submit the Safety Plan to the Project Engineer before commencing lining activities.

The Safety Plan shall identify all competent persons and shall include a description of a daily safety program for the job site and all emergency procedures to be implemented in the event of a safety incident.

The Safety Plan shall detail the Contractor's plans for protecting workers and the public in and around the location of all project construction activities, including both temporary bypass pumping and CIPP construction. Particular attention shall be paid to those safety requirements involving workers entering confined spaces, operations with hot media, and worker and public exposure to chemicals.

Minimum recommendations regarding CIPP installation include the following:

For CIPP job sites:

1. All workers shall have proper personal protective equipment (PPE).
2. No worker shall enter a job-site manhole during curing operations.
3. A perimeter shall be maintained around the job site to prevent the public from entering.
4. The Contractor may elect to conduct job site air monitoring may for the benefit of the Contractor's workers at the Contractor's expense and documented for the established preventive perimeter.
5. Define and maintain good housekeeping practices at all times throughout the project period.
6. Always keep the public informed and address their questions and concerns.

7-21.3(1)B Preparatory Work

1. Property Owner Notifications – Per Section 1-07.16(1) of these Specifications.
2. Cleaning and Inspection of Lines – Per Section 7-20 of these Specifications.
3. The Contractor shall verify the lengths in the field prior to ordering and prior to impregnation of the tube with resin, to ensure that the tube will have sufficient
length to extend the entire length of the run. The Contractor shall also measure
the inside diameter of the existing pipelines in the field prior to ordering liner so
that the liner can be installed in a tight-fitted condition.

4. Active Side Sewers

All side sewer bypass operations, if needed, shall conform to Section 7-08,
Temporary Bypass Pumping.

5. “Wet-Out” Process for Resin / Tube Composite

The quantity of resin used for the fabric tube impregnation shall be sufficient to fill
the volume of all voids in the fabric tube material with additional allowances for
polymerization shrinkage and the loss of resin through cracks and irregularities in
the host pipe wall.

A vacuum impregnation process shall be used. To ensure thorough resin
saturation throughout the length of the fabric tube, the level of the vacuum and
the speed of the resin advance shall be coordinated so that white spots (dry
areas) at the inside surface of the flexible membrane shall be small, shallow, less
than 10% of the tube wall thickness or 3-mm, whichever is less, and be less than
1% of the volume of the resin per unit length.

A roller system shall be used to uniformly distribute the resin throughout the
fabric tube. The roller gap dimension shall be calculated by a method that
determines the correct volume of resin/tube per foot contained within the
confining perimeter of the flexible membrane.

The “wet-out” tube shall meet ASTM F 1216, 7.2 or ASTM F 1743, 6.2 as
applicable, and shall have a uniform thickness and excess resin distribution that
when compressed at installation pressures will meet or exceed the design
thickness after cure.

No dry or unsaturated layers shall be acceptable upon visual inspection as
evident by color contrast between the felt fabric and the activated resin
containing a colorant.

The person in charge of the “wet-out” process, as identified in the Statement of
Qualifications for CIPP Rehabilitation, shall complete and sign a “wet-out” sheet
for each liner to be delivered to the site. The certified “wet-out” sheet shall
include, but is not limited to, “wet-out” date, resin identification, fabric tube length,
diameter, and thickness. The Contractor shall submit to the Engineer the signed
“wet-out” sheet for each liner delivered to the site. Additionally, the Contractor
shall submit a sample “wet-out” sheet from a previous job for the Engineer’s
review prior to the start of the “wet-out” process for the current project.

The City reserves the right to inspect all phases of production and testing of
materials, from manufacturing, shipping, “wet-out”, installation, and cure, to
finished product.
7-21.3(2) Pipe Liner Installation

7-21.3(2)A General

The CIPP liner shall be installed and cured in the host pipe per the manufacturer’s specifications as described and submitted in Section 1-05.3(5) of these Special Provisions.

CIPP installation shall be in accordance with applicable ASTM F1216, Section 7, or ASTM F1743, Section 6, with the following modification:

1. Final Cleaning and Inspection: The existing host pipe shall be cleaned just prior to insertion of the liner. A maximum of **one hour** may elapse between this final cleaning/flushing pass and the insertion of the liner. The Contractor shall dispose of all waste material removed from sewers during cleaning operations at the City of Tacoma Eductor Decant Facility or at another off-site location licensed to receive sewage waste. Off-site locations shall be submitted to the Engineer for approval prior to any disposal. No facility disposal fees will apply to the use of the City’s Eductor Decant Facility.

2. After the cleaning is complete, a final camera pass shall be made to verify the cleanliness of the line. This final pass shall be completed in the presence of the Engineer and accepted as ‘clean’. This final video inspection shall be videotaped and submitted with Post Installation Inspection and associated Inspection Report to the Engineer.

3. Bypass pumping from upstream manholes shall be utilized in accordance with Section 7-08 of these Special Provisions to exclude any sewage from entering the line during the inspection. All standing sewage and wastewater shall be removed from the main during final video inspection to provide the Contractor with a completely unobstructed view of the host pipe.

3. Prior to installation of the liner, the heat source shall be fitted with suitable monitors to gauge the temperature of the incoming and outgoing heat supply. Additional monitors (typically thermocouple probes) are required and shall be installed between the impregnated tube and the pipe invert at the termination to allow for the monitoring and logging of temperatures during the cure cycle. The Contractor shall have back-up monitors available at all times.

4. Tube Insertion – The wetout tube shall be positioned in the pipeline using either air or water inversion, or a pull-in method. The tube shall be pulled-in or inverted through an existing manhole or approved access point and fully extend to the next designated manhole or termination point. The pressure head shall remain constant to avoid wrinkles in the liner. The Contractor shall protect the manholes to withstand forces generated by equipment, water, or air pressures used while installing the tube. If a lubricant is used during the installation process the Contractor shall submit material data to the Engineer prior to its use for approval. No petroleum based lubricants, such as mineral oil, shall be approved for use. The Contractor may be required to place an absorbent material in the area of installation (i.e. around truck area, gutter line, or where appropriate).
If a pulling method is used, a cable shall be strung through the existing pipe to be rehabilitated and attached to the liner through an existing manhole or access point. The liner shall be pulled through the existing manhole and through the existing pipe by this cable. Care shall be taken not to damage the liner or host pipe during the installation.

Liners installed in pipe segments that contain a vertical or horizontal curve shall utilize the inversion method. If, in the opinion of the Contractor, it is deemed suitable to utilize the pull-in method for any pipe with a vertical or horizontal curve, it shall be noted on the pre-installation video inspection report and presented to the Engineer for approval for this method. If neither method is deemed suitable for liner installation the line segment will be removed from the contract.

7-21.3(2)B Curing and Cool Down for Heated Water or Steam

1. After liner placement is completed, a suitable heat source and distribution equipment shall be provided to distribute or re-circulate hot water or steam throughout the pipe. The equipment shall be capable of delivering hot water or steam throughout the section to uniformly raise the temperature above the temperature required to cure the resin. This temperature shall be determined by the manufacturer based upon the resin/catalyst system employed. The curing of the CIPP must take into account the existing pipe material, the resin system, and ground conditions (temperature, moisture level, and thermal conductivity of the soil).

2. To ensure that each phase of the process is achieved at the approved manufacturer's recommended temperatures, suitable monitors to gauge and record temperatures of the incoming and outgoing heat source during the curing and cooling shall be placed between the tube and pipe invert at each end. A back-up monitor is required in the event of monitor failure.

3. The Contractor shall submit the cure and cool down periods as recommended by the resin manufacturer. If an accelerator is used the Contractor shall submit the adjusted cure and cool down periods based on the accelerator Manufacturer’s recommendations. Recirculation of the hot water or steam shall be maintained continuously throughout this period.

4. During the cure and cool down process, the Contractor shall keep logs, charts and/or graphs of the liner temperatures at the specified locations to ensure that proper temperatures and cure times have been achieved. Certified cure logs and cool down schedules shall be submitted for each installed liner.

5. The Contractor shall maintain the maximum and minimum pressure required to hold the tube tight against the host pipe during the curing process until finished curing, per manufacturer’s recommendation.

6. When cooling with water or air, the exterior “skin” (interface) temperature on both ends reaches 80 F or less, the processing shall be finished. The equipment may then be disconnected.
7. Care shall be taken in the release of the static head so that a vacuum will not develop that could damage the newly installed liner.

8. All water used or accumulated during the cure and cool down process of storm sewers shall not be discharged back into the storm system or into receiving waters, but shall be discharged to the sanitary sewer system. Prior to discharging to the sanitary sewer, the cure water shall meet the minimum conditions established in a Special Approved Discharge (SAD) permit. The City will obtain the SAD permit. It shall be the Contractor’s responsibility to maintain compliance with the SAD permit.

7-21.3(2)C Finished Pipe Liner

1. The finished lining shall be continuous over the entire length of an installation run and be free of visual defects, including but not limited to, foreign inclusions, cracks, dry spots or unsaturated layers, pinholes, wrinkles, blisters, bulges, soft spots, and de-lamination. The lining shall be impervious and free of any leakage from the pipe to the surrounding ground or from the ground to inside the lined pipe. If these conditions are present, the affected portions of CIPP will be removed and replaced with an equivalent repair equal to the product installed.

2. Any defect, which will or could affect the structural integrity, strength, capacity, or future maintenance of the installed liners, shall be repaired at the Contractor’s expense, in a manner approved by the Engineer.

3. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points in the manhole, and the ends sealed with an epoxy or resin mixture compatible with the liner/resin system and shall provide a watertight seal. Sealing material and installation method shall be submitted and approved by the Engineer prior to start of construction. Hydraulic cements and quick-set cement products are not acceptable.

7-21.3(3) Internal Reinstatement of Side Sewers

After the CIPP has been properly cured and cooled, the Contractor shall internally reinstate the existing active side sewer laterals. Internal reinstatement of laterals shall be performed by a qualified individual with experience in successful internal lateral cuttings. The cutting device shall produce a neat, clean and smooth opening 95% minimum and 100% maximum of the same size and configuration of the existing side sewer lateral.

Side sewer laterals shall not be overcut beyond the tolerances specified in these Special Provisions. In the event a side sewer lateral is overcut, the Contractor shall repair using a short liner and re-cut the side sewer lateral. No additional payment shall be paid for the repair of overcut side sewer laterals.

7-21.3(4) Locations of Side Sewer Laterals/Cut Sheets

Main segment Cut Sheets will be provided to the Contractor within ten (10) working days after the receipt of the Pre-Installation Inspection submittal. The Cut Sheets will be developed after the Engineer has reviewed the Pre-Installation Inspection and
associated Inspection Reports. The Engineer will note the side sewer lateral footages (as determined in the inspection), active/inactive status of the side sewer lateral connection, and the clock position of the laterals on the cut sheet.

The Contractor shall only reinstate laterals that are identified as being active. If the contractor reinstates a side sewer lateral that is inactive, the Contractor has effectively introduced a point for infiltration to enter the sewer main segment. In this circumstance, the Contractor shall perform, at their expense, an appropriate internal or external spot repair to remove this potential source of infiltration. Spot repair methods and materials shall be approved by the Engineer prior to implementation. No additional payment shall be paid for the spot repair of side sewer lateral reinstatements.

If the Contractor fails to reconnect an active side sewer lateral the Contractor shall use whatever means necessary to reinstate the side sewer lateral at his/her own expense. The Contractor shall be held financially liable for all claims for damages resulting from the missed reinstatement.

7-21.3(5) Final Acceptance

1. The Contractor shall perform a CCTV inspection in accordance with Section 8.6 of ASTM F1216 and ASTM F1743 after installation of the CIPP liner and reconnection of the active side sewer laterals. The quality of the Post-Installation CCTV inspection shall be held to the same standards as the Pre-Installation CCTV inspection. During the CCTV inspection the pipe invert shall be clear of any standing water and the pipe shall be continuously visible during the inspection.

2. The Contractor shall submit to the Engineer, for acceptance and approval, the unedited post-installation video, PACP database file, and associated inspection report for each sewer main segment within 10 working days of the liner installation. The inspection report shall note the inspection date, location of all reconnected side sewer laterals, debris, as well as any other defects in the liner, including, but not limited to, gouges, cracks, bumps, or bulges.

The Post-Installation and Inspection Report submittals shall be reviewed by the Engineer within 10 working days of receipt.

Payment for “Furnish and Install ___-Inch Diameter CIPP”, per linear foot will not occur until Post-Installation videos, PACP database files, and Inspection Reports have been submitted, reviewed, and approved by the Engineer.

3. Immediately prior to conducting the post-installation CCTV inspection, the Contractor shall thoroughly clean the newly installed liner. Acceptance of the line as ‘clean’, (as previously defined in this Specification), shall be determined by the Engineer based upon the subsequent CCTV inspection of the line.
If the CCTV inspection reveals any deficiencies in the cleaning, such as remaining coupons of reinstated laterals, the Contractor shall immediately correct these deficiencies.

**7-21.3(6) Clean-Up**

After the liner installation has been completed and inspected, the Contractor shall clean up the entire project area. All excess material and debris shall be disposed of by the Contractor in accordance with State and Federal laws and regulations. The project area affected by the Contractor’s operations shall be reinstated.

**7-21.3(7) Sampling and Laboratory Testing**

The physical properties of the installed CIPP liner shall meet the minimum physical properties per Section 7-21.2(5) verified through field sampling and laboratory testing.

Per Section 8 of ASTM F1216 and ASTM F1743, the Contractor shall obtain samples from all actual installed CIPP liners. All samples shall be labeled with the following:

- Date of installation
- Main segment number
- Corresponding plan sheet number

The Contractor shall supply samples to the City upon request for testing. All material testing shall be performed at the City’s expense. Final payment for the project shall be withheld pending receipt and approval of the test results. If properties tested do not meet minimum requirements, the CIPP liner is subject to rejection or replacement.

**7-21.3(8) Warranty**

The Contractor shall provide the City a non pro-rated, full labor and materials warranty to be in force and effect for a period of two (2) years from the date of physical completion of the project. The warranty shall cause the Contractor to repair or replace the liner should failures or damage result from faulty material or installation.

Extended warrantees shall be considered for portions of the project that have not met the requirements of the contract or are defective or have been repaired.

**7-21.3(9) Catch Basin Removal and Reinstallation, Incl. Pavement Restoration**

Removal and reinstallation of catch basin frames and grates and riser sections may be required to complete the CIPP installation process.

The removal of the catch basin frames and grates and riser sections shall be conducted in such a manner as to not damage any part of the structure from which it was removed, except for the removal of seals and grouts during its initial removal. Any damage incurred during removal or installation will be solely at the Contractor’s expense and will cover any and all repairs, material replacements, labor, machinery required to restore the catch basin structure to equal or better condition and at the City Inspector’s approval.
When the catch basin frame and cover and riser section are reinstalled to the base, the joints between the base section or any other part of the structure shall be sealed with new seals and new grout.

Pavement restoration around catch basin frames and grates and riser sections that are removed for CIPP installation shall be completed per City of Tacoma Standard Details.

**7-21.4 Measurement**

The number of linear feet of CIPP liner will be measured based on the actual pipe footage obtained from the post-installation CCTV.

Internal reinstatement of side sewers will be measured per each.

Measurement for “Catch Basin Removal and Reinstallation, Incl. Pavement Restoration” will be paid by force account as provided in Section 1-09.6.

**7-21.5 Payment**

Payment will be made in accordance with Section 1-04.1, for each of the following Bid items that are included in the Proposal:

"Furnish and Install ___-Inch Diameter CIPP", per linear foot

The unit Contract price for "Furnish and Install ___-Inch Diameter CIPP", per linear foot, shall be considered full compensation for all labor, equipment and materials required to furnish and install the CIPP including final acceptance of the pipe liner per Section 7-21.3(5).

**Payment for "Furnish and Install ___-Inch Diameter CIPP", per linear foot will not occur until Post-Installation videos, PACP database files, and Inspection Reports have been submitted, reviewed, and approved by the Engineer.**

"Internal Reinstatement of Side Sewer", per each

The unit Contract price for “Internal Reinstatement of Side Sewer”, per each, shall be considered full pay for all labor, equipment, and materials necessary to complete the work as specified. Actual quantities will be determined in the field as the Work progresses, and will be paid at the original Bid price, regardless of final quantity. These Bid items shall not be subject to the provisions of 1-04.6 of the Standard Specifications.

“Catch Basin Removal and Reinstallation, Incl. Pavement Restoration”, will be paid by force account in accordance with Section 1-09.6.

All costs for labor, equipment, and materials and all other necessary work to complete the bid item “Catch Basin Removal and Reinstallation, Incl. Pavement Restoration” will be paid by force account in accordance with Section 1-09.6.

Shoring or extra excavation shall be paid for in the “Shoring or Extra Excavation Class B” bid item. For the purpose of providing a common Proposal for all Bidders, the
Contracting Agency entered an amount for “Shoring or Extra Excavation Class B” bid item.

END OF SECTION

END OF SPECIAL PROVISIONS
APPENDIX A

PROJECT PLANS
PROJECT LOCATIONS (SHEET 2)
- S. PINE ST. FROM N. 88TH ST. TO S. 90TH ST.
- 6TH AVE. FROM MILDRED ST. TO MOLLER ST.
- B. 12TH ST. FROM MUIR AVE. TO W. TRAFFIC DR.

PROJECT LOCATIONS (SHEET 3)
- 2024 6TH AVE. TO 612 S. TAYLOR ST.
- N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.
- 52N BROADWAY TO S. 11TH ST.

PROJECT LOCATIONS (SHEET 4)
- 2302 6TH AVE. TO 632 S. TRAFFON ST.
- N. 11TH ST. FROM TACOMA AVE. TO N. "I" ST.
- 934 BROADWAY TO S. 11TH ST.

PROJECT LOCATIONS (SHEET 5)
- 2534 TACOMA AVE. S. TO S. 27TH ST.
- 3041 E. "I" ST. TO UPPER PARK ST.
- DELHI ST. FROM S. 28TH S. "I" ST. TO PACIFIC AVE.
- 2334 MLK JR WAY TO 2336 MLK JR WAY

PROJECT LOCATIONS (SHEET 6)
- S. 38TH ST. FROM S. "K" ST. TO S. "J" ST.
- S. "G" ST. FROM S. 48TH ST. TO S. 46TH ST.
- PROSPECT ST. AND S. 56TH ST.

PROJECT LOCATIONS (SHEET 7)
- S. 72ND ST. AT S. PARK AVE.
- TACOMA MALL BLVD FROM S. 76TH ST. TO S. 86TH ST.
- 6844 S. "I" ST. TO 7020 S. "I" ST.
NOTE: PRIVATE DRAINS CONNECT TO EXISTING STORM PIPE FROM PRIVATE PARKING LOTS OF 6616 6TH AVE, 6615 6TH AVE, 6517 8TH AVE, AND 6509 8TH AVE.

NOTE: 3 LF SPOT REPAIR LINER AT 243 LF TO 245 LF DOWNSTREAM IN PIPE 6257101.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONSIDERATIONS FOR WORK IN 6TH AVENUE AND AT SIGNALIZED INTERSECTION PER SPECIAL PROVISIONS SECTION 1-10.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTIONS 1-10. NO WORK WILL BE PERFORMED DURING THE DAYTIME SCHOOL OPERATING HOURS AND SPECIAL SCHOOL ACTIVITIES. NIGHT TIME WORK REQUIRED.

NOTE: MH 6750592 IS LOCATED IN THE SIGNALIZED INTERSECTION AT S. 12TH ST. AND MOORLANDS DRIVE. CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONSIDERATIONS FOR WORK NEAR SCHOOL AND SIGNALIZED INTERSECTION. MH 6750027 IS IN EASTBOUND TRAVEL LANE IN S. 12TH ST.

NOTE: MH 6750592 IS LOCATED IN THE SIGNALIZED INTERSECTION AT S. 12TH ST. AND MOORLANDS DRIVE. CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONSIDERATIONS FOR WORK NEAR SCHOOL AND SIGNALIZED INTERSECTION. MH 6750027 IS IN EASTBOUND TRAVEL LANE IN S. 12TH ST.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONSIDERATIONS FOR WORK IN 6TH AVENUE AND AT SIGNALIZED INTERSECTION PER SPECIAL PROVISIONS SECTION 1-10.

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NOTE: NIGHT WORK REQUIRED FOR LINING. BROADWAY IS A ONE-WAY STREET. ACCESS FROM S. 9TH ST. ONLY. STORM SEGMENTS ARE LOCATED UNDER SIDEWALK AND PLANTER AREAS.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE

NOTE: NIGHT WORK REQUIRED FOR LINING. BROADWAY IS A ONE-WAY STREET. ACCESS FROM S. 9TH ST. ONLY. STORM SEGMENTS ARE LOCATED UNDER SIDEWALK AND PLANTER AREAS.

NOTE: ACCESS TO STRUCTURES CURBSIDE IN PARKING LANE.

NOTE: PRIVATE DRAIN FROM PARKING LOT TO MH 6758704

NOTE: ACCESS TO STRUCTURES CURBSIDE IN PARKING LANE.

NOTE: PRIVATE DRAIN FROM PARKING LOT TO MH 6758704

NOTE: NIGHT WORK REQUIRED FOR LINING. BROADWAY IS A ONE-WAY STREET. ACCESS FROM S. 9TH ST. ONLY. STORM SEGMENTS ARE LOCATED UNDER SIDEWALK AND PLANTER AREAS.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE
NOTE: PRIVATE DRAINS FROM PARKING LOTS TO MH 6777498, MH 6775014, MH 6750117, AND CATCH BASINS IN CITY ROW

NOTE: CENTER ST. HAS TWO EASTBOUND LANES, TWO WESTBOUND LANES AND ONE MIDDLE TURN LANE BETWEEN MH 6755587 AND BEFORE MH 6755448.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS FOR WORK IN CENTER ST. PER SPECIAL PROVISIONS SECTIONS 1-10. MH 6755392 AND MH 6755429 ARE LOCATED IN THE CENTER OF TWO EASTBOUND LANES. MH 6755448 IS LOCATED IN THE OUTER EASTBOUND LANE. MH 6755448 IS LOCATED IN THE OUTER EASTBOUND LANE.

NOTE: 3 LF SPOT REPAIR LINER AT 22 LF TO 25 LF DOWNSTREAM IN PIPE 6267476.
2329 MLK JR WAY TO 2339 MLK JR WAY

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. MH 6765598 IS LOCATED IN THE SOUTHBOUND THRU LANE OF PACIFIC AVE. CONTRACTOR SHALL PROVIDE FLAGGING SERVICES FOR PEDESTRIANS AT CROSSWALK MARKINGS.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE

NOTE: TACOMA AVE SOUTH HAS DEDICATED NORTH AND SOUTH BIKE LANES, ON-STREET PARKING LANES, ONE SOUTHBOUND LANE AND ONE NORTHBOUND LANE. CB 6507964 AND CB 6508009 ARE LOCATED CURBSIDE.

NOTE: THERE IS NO THRU ACCESS IN E. J. ST. FROM CB 6515928 TO CB 6515070. CB 6515928 IS LOCATED IN E. J. ST. AND VEHICLE ACCESS FROM E. 31ST ST. OR E. 29TH ST. CB 6515070 IS LOCATED IN UPPER PARK ST. AT THE TOE OF SLOPE OF HILLSIDE IN UNDESIGNATED ON-STREET PARKING AREA.

NOTE: ACCESS TO STRUCTURES CURBSIDE IN PARKING LANE.

2534 TACOMA AVE. S. TO S. 27TH ST.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. MH 6765996 IS LOCATED IN THE CB 6508009 BEHIND CURB.

PIPE: 6257194
LENGTH: 252'
SLOPE: 0.02%

MH 6765996
BEHIND CURB

2534 TACOMA AVE. S. TO S. 27TH ST.

NOTE: ACCESS TO STRUCTURES CURBSIDE IN PARKING LANE.

3001 E. J. ST. TO UPPER PARK ST.

NOTE: ACCESS TO STRUCTURES CURBSIDE IN PARKING LANE.

2329 MLK JR WAY TO 2339 MLK JR WAY

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE

NOTE: TACOMA AVE SOUTH HAS DEDICATED NORTH AND SOUTH BIKE LANES, ON-STREET PARKING LANES, ONE SOUTHBOUND LANE AND ONE NORTHBOUND LANE. CB 6507964 AND CB 6508009 ARE LOCATED CURBSIDE.

NOTE: THERE IS NO THRU ACCESS IN E. J. ST. FROM CB 6515928 TO CB 6515070. CB 6515928 IS LOCATED IN E. J. ST. AND VEHICLE ACCESS FROM E. 31ST ST. OR E. 29TH ST. CB 6515070 IS LOCATED IN UPPER PARK ST. AT THE TOE OF SLOPE OF HILLSIDE IN UNDESIGNATED ON-STREET PARKING AREA.

NOTE: ACCESS TO STRUCTURES CURBSIDE IN PARKING LANE.

2534 TACOMA AVE. S. TO S. 27TH ST.
NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. INTERSECTIONS SHALL BE MAINTAINED DURING WORK. SPOTTERS SHALL BE POSITIONED AT INTERSECTION WITH RAMPS (S. "K" ST. AND S. "J" ST.) TO ASSIST PEDESTRIANS AS NEEDED DURING THE WORK. UNIFORMED POLICE OFFICERS AT SIGNALIZED INTERSECTIONS ARE REQUIRED. CONTRACTOR SHALL NOTIFY BUSINESS OWNERS TWO WEEKS IN ADVANCE OF WORK.

NOTE: FIRST 3 LF SPOT REPAIR LINER AT 88.7 LF UPSTREAM TO 91.7 LF UPSTREAM IN PIPE 6262970 FOR MISSING BOTTOM OF PIPE. SECOND 3 LF SPOT REPAIR LINER AT 119 LF UPSTREAM TO 122 LF UPSTREAM IN PIPE FOR MISSING BOTTOM OF PIPE. THIRD 3 LF SPOT REPAIR LINER AT 140.8 LF UPSTREAM TO 143.8 LF UPSTREAM FOR MISSING BOTTOM OF PIPE. FOURTH 3 LF SPOT REPAIR LINER AT 144.6 LF UPSTREAM TO 147.6 LF UPSTREAM FOR MISSING BOTTOM OF PIPE.

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. S. 56TH ST. HAS TWO EASTBOUND LANES AND TWO WESTBOUND LANES. MH 6758401 AND MH 6758390 ARE LOCATED IN THE CENTERLINE OF ROADWAY. VEHICLE ACCESS TO CB 6510061 AND MH 6758379 FROM S. 54TH ST.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE
NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. INTERSECTIONS SHALL BE MAINTAINED DURING WORK. SPOTTERS SHALL BE POSITIONED AT THE INTERSECTION WITH CROSS WALKS TO ASSIST PEDESTRIANS AS NEEDED DURING THE WORK. UNIFORMED POLICE OFFICERS AT SIGNALIZED INTERSECTION (S. PARK AVE. AND S. 72ND ST.) ARE REQUIRED. CONTRACTOR SHALL NOTIFY ADJACENT RESIDENTS, BUSINESS OWNERS, CHURCH, AND SCHOOL TWO WEEKS IN ADVANCE OF WORK.

NOTE: CB STRUCTURES ARE CURB SIDE IN SOUTHBOUND LANE IN TACOMA MALL BLVD. CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL PROVISIONS FOR WORK IN TACOMA MALL BLVD.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE

NOTE: CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL CONSIDERATIONS PER SPECIAL PROVISIONS SECTION 1-10. INTERSECTIONS SHALL BE MAINTAINED DURING WORK. SPOTTERS SHALL BE POSITIONED AT THE INTERSECTION WITH CROSS WALKS TO ASSIST PEDESTRIANS AS NEEDED DURING THE WORK. UNIFORMED POLICE OFFICERS AT SIGNALIZED INTERSECTION (S. PARK AVE. AND S. 72ND ST.) ARE REQUIRED. CONTRACTOR SHALL NOTIFY ADJACENT RESIDENTS, BUSINESS OWNERS, CHURCH, AND SCHOOL TWO WEEKS IN ADVANCE OF WORK.

NOTE: CB STRUCTURES ARE CURB SIDE IN SOUTHBOUND LANE IN TACOMA MALL BLVD. CONTRACTOR SHALL COMPLY WITH SPECIAL TRAFFIC CONTROL PROVISIONS FOR WORK IN TACOMA MALL BLVD.

RECOMMENDED TEMPORARY TRAFFIC CONTROL PER CITY TRAFFIC DIVISION

ALLOWABLE TEMPORARY TRAFFIC CONTROL HIERARCHY FOR THIS AREA:
1. PARKING CLOSURE (ONE SIDE) ONLY
2. PARKING CLOSURE (ONE/TWO SIDES) WITH SHIFTED AND MAINTAINED TWO-WAY TRAFFIC
3. PARKING CLOSURE AND ONE-LANE FLAGGER CONTROL
4. PARKING CLOSURE AND DIRECTIONAL ROADWAY CLOSURE
### Stormwater CIPP Rehabilitation in Various Tacoma Locations

**Sheet** | **Line Segment** | **Material** | **Size (inches)** | **Length (feet)** | **Up MH** | **Up Depth** | **Dn MH** | **Dn Depth** | **Slope (%)** | **Site Name**
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
2 | 0257101 | URC | 10 | 460 | 6752597 | 4.84 | 6751385 | 9.12 | 2.93 | 6TH AVE. FROM MILDRED ST. TO 6430 6TH AVE. |
2 | 0257736 | URC | 10 | 136 | 6766605 | 4.13 | 6791414 | 6.90 | 0.36 | N. PINE ST. FROM N. 19TH ST. TO N. 20TH ST. |
2 | 0270736 | RCP | 15 | 281 | 6760902 | 5.05 | 6760027 | 4.81 | 1.40 | S. 12TH ST. FROM MOORLANDS DRIVE TO MULLEN ST. |
3 | 0284279 | RCP | 8 | 190 | 6510428 | 2.00 | 6515777 | 3.00 | 0.45 | 2302 6TH AVE. TO 632 S. TRAFFON ST. |
3 | 0307850 | TCP | 10 | 76 | 6526569 | 4.00 | 6526561 | 4.00 | 4.59 | 934 BROADWAY TO S. 11TH ST. |
3 | 0307851 | TCP | 10 | 66 | 6526561 | 4.00 | 6526562 | 4.50 | 4.56 | 934 BROADWAY TO S. 11TH ST. |
3 | 0307852 | TCP | 10 | 50 | 6526562 | 4.50 | 6526563 | 4.00 | 1.98 | 934 BROADWAY TO S. 11TH ST. |
3 | 0303068 | TCP | 10 | 330 | 6506027 | 14.44 | 6780704 | 6.65 | 13.33 | N. 11TH ST. FROM TACOMA AVE. TO N. "F" ST. |
2 | 0271419 | TCP | 10 | 70 | 6506010 | 6.21 | 6500827 | 14.44 | 13.33 | N. 11TH ST. FROM TACOMA AVE. TO N. "F" ST. |
2 | 0264245 | TCP | 10 | 352 | 6759077 | 3.14 | 6790908 | 4.45 | 12.83 | N. 11TH ST. FROM TACOMA AVE. TO N. "F" ST. |
2 | 0268395 | RCP | 12 | 178 | 6760043 | 3.61 | 6760086 | 6.66 | 6.66 | CENTER ST. FROM MONROE ST. TO PROCTOR ST. |
4 | 0267757 | TCP | 10 | 269 | 6754448 | 2.50 | 6754429 | 5.42 | 0.62 | CENTER ST. FROM MONROE ST. TO PROCTOR ST. |
4 | 0267986 | TCP | 10 | 301 | 6754429 | 5.42 | 6753952 | 6.75 | 0.11 | CENTER ST. FROM MONROE ST. TO PROCTOR ST. |
4 | 0267749 | TCP | 10 | 183 | 6755392 | 6.75 | 6755587 | 14.71 | 3.07 | CENTER ST. FROM MONROE ST. TO PROCTOR ST. |
4 | 0267476 | TCP | 8 | 148 | 6519452 | 2.63 | 6701652 | 7.30 | 3.51 | PARKING LOT WEST OF FOSS HIGH SCHOOL AT 2112 S. TYLER ST. |
4 | 0269024 | TCP | 10 | 241 | 6777498 | 4.52 | 6760156 | 5.13 | 0.88 | UNION AVE. FROM S. 17TH ST. TO S. 19TH ST. |
4 | 0251139 | TCP | 12 | 351 | 6750116 | 5.13 | 6778576 | 10.08 | 0.79 | UNION AVE. FROM S. 17TH ST. TO S. 19TH ST. |
5 | 0296904 | TCP | 12 | 181 | 6707418 | 3.29 | 654489 | 4.10 | 0.59 | 2329 MLK JR WAY TO 2339 MLK JR WAY |
5 | 0299297 | TCP | 10 | 245 | 6507964 | 3.19 | 6500609 | 2.97 | 0.02 | 2354 TACOMA AVE. S. TO S. 27TH ST. |
5 | 0290541 | TCP | 8 | 110 | 6515526 | 4.00 | 6066266 | 0.00 | 24.69 | 3601 E. J. ST. TO UPPER PARK ST. |
5 | 0257194 | TCP | 12 | 252 | 6765994 | 5.43 | 6765554 | 5.80 | 6.52 | DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE. |
6 | 0252333 | TCP | 12 | 92 | 6765554 | 5.80 | 6765563 | 5.27 | 8.84 | DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE. |
6 | 0256183 | TCP | 12 | 563 | 6765563 | 5.27 | 6770200 | 4.65 | 7.06 | DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE. |
6 | 0262846 | TCP | 12 | 179 | 6776200 | 4.85 | 6765572 | 4.64 | 7.05 | DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE. |
6 | 0260207 | TCP | 15 | 69 | 6765681 | 7.55 | 6765580 | 3.65 | 1.44 | DELIN ST. FROM 2806 S. D. ST. TO PACIFIC AVE. |
6 | 0265756 | TCP | 10 | 548 | 6768467 | 3.75 | 6768458 | 5.25 | 1.60 | S. "G" ST. FROM S. 46TH ST. TO S. 46TH ST. |
6 | 0262970 | TCP | 15 | 358 | 6751734 | 7.83 | 6751740 | 6.24 | 1.76 | S. 38TH ST. FROM S. "K" ST. TO S. "J" ST. |
6 | 0267033 | TCP | 12 | 310 | 6758401 | 4.52 | 6763890 | 13.08 | 8.00 | PROSPECT ST. AT S. 56TH ST. |
6 | 0269440 | TCP | 12 | 103 | 6758590 | 13.28 | 6758379 | 5.40 | 1.35 | PROSPECT ST. AT S. 56TH ST. |
6 | 0296525 | TCP | 12 | 67 | 6758379 | 5.40 | 6510061 | 1.79 | 0.32 | PROSPECT ST. AT S. 56TH ST. |
7 | 0255405 | TCP | 12 | 346 | 6756760 | 3.75 | 6516383 | 5.50 | 1.96 | 6844 S. "I" ST. TO 7020 S. "F" ST. |
7 | 0296160 | TCP | 10 | 58 | 6777562 | 3.17 | 6756615 | 6.94 | 7.47 | S. 72ND ST. AT S. PARK AVE. |
7 | 0290567 | TCP | 15 | 237 | 6504748 | 5.51 | 6514771 | 3.97 | 1.39 | TACOMA MALL BLVD. FROM S. 78TH ST. TO S. 80TH ST. |

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APPENDIX B

EXAMPLE TRAFFIC CONTROL PLANS
SINGLE LANE NON-ARTERIAL
WITH
FLAGGER

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: ___________________________ DATE: ____________

START TRAFFIC CONTROL SET UP DATE: ____________ OFF PEAK 9:00 AM WEEKDAYS
MUST BE OUT OF THE ROAD BY DATE: ____________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: ____________________________
MUST BE OUT OF THE ROAD BY DATE & TIME: ____________________________

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

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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 300 apart.
TWO LANE CENTER CLOSURE

MERGING TAPER LENGTHS FOR CONE PATTERN
(All minimums)

<table>
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Offset cones 1 foot maximum.

NOTE 1: Maintain legal 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 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 150 apart.
## Two Way Lane Shift with Parking

- **Approved by:**
- **Approved with conditions by:**
- **Date:**

**Start Traffic Control Set Up Date:**
- Off Peak 9:00 AM Weekdays

**Must Be Out of the Road by Date:**
- Off Peak 3:30 PM Weekdays

### Evening and Weekends Only

**Start Traffic Control Set Up Date & Time:**

**Must Be Out of the Road by Date & Time:**

## Merging Taper Lengths for Cone Pattern

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**Note:**
- Maintain legal 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.
- No work shall be scheduled on streets or walkways within the City of Tacoma business districts from Thanksgiving Day through New Year’s Day.
- Sign spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 100' apart.
FOUR LANE ROAD  
TWO LANE CLOSURE  
ARTERIAL STREET

☐ APPROVED BY:  
☐ APPROVED WITH CONDITIONS BY: ______________________ DATE: ______________________

START TRAFFIC CONTROL SET UP DATE: _______ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _______ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: ______________________

MUST BE OUT OF THE ROAD BY DATE & TIME: ______________________

MERGING TAPER LENGTHS FOR CONE PATTERN

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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 step work order and/or citation.

NOTE: 2. All work shall be scheduled on streets or walkways within the city of Tacoma business district 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 300' apart.
### Traffic Control Recommendations

- **Approved By:**
- **Approved With Conditions By:**

**Start Traffic Control Set Up Date:**
- Off Peak 9:00 AM Weekdays

**Must Be Out Of The Road By Date:**
- Off Peak 3:30 PM Weekdays

### Evening and Weekends Only

**Start Traffic Control Set Up Date & Time:**

**Must Be Out Of The Road By Date & Time:**

### Merging Taper Lengths

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**Number of Channelization Devices (Cones):**

- Offset cones 1 foot maximum.

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**Note:**
- 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:**
- No work shall be scheduled on streets or walkways within the City of Phoenix Business Districts from Thanksgiving Day through New Year's Day.

**Note:**
- 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.
TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY:
☐ APPROVED WITH CONDITIONS BY: __________________________ DATE: __________________________

START TRAFFIC CONTROL SET UP DATE: ___________ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: ___________ OFF PEAK 3:30 PM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE & TIME: __________________________

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: __________________________

MUST BE OUT OF THE ROAD BY DATE & TIME: __________________________

MERGING TAPER LENGTHS FOR CONE PATTERNS
(All minimums)

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NUMBER OF CHANNELIZATION DEVICES (Cones):

Offset cones 1 foot maximum.

NOTES:
1. Maintain local access and protected pathways at all times. Provide and maintain barriers, signs, lights, etc. as per "Manual on Uniform Traffic Control Devices" at all times. Streets and sidewalks 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.
2. No work shall be scheduled on streets or sidewalks within the city of urban business districts from Thanksgiving Day through New Year's Day.
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.
## Traffic Control Recommendations

- **Approved by:**
- **Approved with conditions by:** ___________________________ Date: ____________

START TRAFFIC CONTROL SET UP DATE: _______ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _______ OFF PEAK 3:30 PM WEEKDAYS

### Evening and Weekends Only

START TRAFFIC CONTROL SET UP DATE & TIME: ____________________________

MUST BE OUT OF THE ROAD BY DATE & TIME: ____________________________

### Traffic Control Plan

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### 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 Tucson business districts from Thanksgiving Day through New Year's Day.

### Note 3:
Sign spacings: Urban low speed 25-30 MPH signs must be placed 130' apart. Urban high speed 35-40 MPH signs must be placed 350' apart.
### Traffic Control Recommendations

- **Approved by:**
- **Approved with conditions by:**
- **Date:**

**Start Traffic Control Set Up Date:**

**Off Peak 9:00 AM Weekdays**

**Must be out of the Road by Date:**

**Off Peak 3:30 PM Weekdays**

**Evening and Weekends Only**

**Start Traffic Control Set Up Date & Time:**

**Must be out of the Road by Date & Time:**

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#### Merging Taper Lengths

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**Number of Channelization Devices (Cones):**

**Offset cones 1 foot maximum.**

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**Notes:**

1. Maintain local access and protected walkways at all times. Provide and maintain barricades, signs, lights, etc. as per "Manual of Uniform Traffic Control Devices" at all times. Streets and walkways shall be kept clear of debris dropped or thrown by vehicles entering or exiting the work site. Failure to comply will result in a stop work order and/or citation.

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.

TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY: __________________________ DATE: __________________________

☐ APPROVED WITH CONDITIONS BY: __________________________ DATE: __________________________

START TRAFFIC CONTROL SET UP DATE: ___________ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: ___________ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY
START TRAFFIC CONTROL SET UP DATE & TIME: __________________________

MUST BE OUT OF THE ROAD BY DATE & TIME: __________________________

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

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NUMBER OF CHANNELIZATION DEVICES (CONES)

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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 stop work order and/or citation.

NOTE 2: No work shall be scheduled on streets or walkways within the city of Iowa 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 300' apart.
### Traffic Control Recommendations

- **Approved By:**
- **Approved With Conditions By:**
- **Date:**

**Start Traffic Control Set Up Date:**

- **Off Peak 9:00 AM Weekdays**
- **Must Be Out Of The Road By Date:**
  - **Off Peak 3:30 PM Weekdays**

**Evening and Weekends Only**

- **Start Traffic Control Set Up Date & Time:**
- **Must Be Out Of The Road By Date & Time:**

### Merging Taper Lengths for Cone Pattern

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**Number of Channelization Devices (Cones):**

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**Notes:**
- 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.
- No work shall be scheduled on streets or walkways within the city of (city) business districts from Thanksgiving Day through New Year's Day.
- Sign Spacing: Urban low speed 25-30 MPH signs must be placed 100' apart. Urban high speed 35-40 MPH signs must be placed 300' apart.
APPENDIX C

CITY OF TACOMA INSURANCE REQUIREMENTS
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
Insurance Requirements

Spec/Contract Number: ES24-0073F

Page 2 of 4

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

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
3.6 Excess or Umbrella Liability Insurance
Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars ($3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer’s Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.7 Pollution Liability Insurance
Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor’s work.

3.8 Installation Floater Insurance
Contractor shall maintain during the term of the Contract, at its own expense, Installation Floater Insurance covering Contractor’s labor, materials, and equipment to be used for completion of the work performed under this Contract against all risks of direct physical loss, excluding earthquake and flood, for an amount equal to the full amount of the Contract improvements.

3.9 Other Insurance
Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.
APPENDIX D

STORM SEGMENT TELEVISION INSPECTIONS INFORMATION
Some observations have distance greater than the pipe length
<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>Start date/time:</th>
<th>Direction:</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>6264245</td>
<td>10/13/2021 7:55 AM</td>
<td>D</td>
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</tbody>
</table>

Weather: 1

---

Stopped at 358.2 ft. with flow on 10/13/2021 8:11:28 AM

At 358.2 ft.
AMH - Manhole
Comments: END AT DOWNSTREAM MANHOLE
### Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
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<tbody>
<tr>
<td>REQ TVI - 237A</td>
<td>6259297</td>
<td>TACOMA</td>
<td>2526 TACOMA AVE S</td>
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<td>D</td>
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<td>Height:</td>
<td>Width:</td>
<td></td>
</tr>
<tr>
<td>XXX</td>
<td>10 in.</td>
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</table>

- Started at 0.0 ft. with flow on 8/20/2008 2:37:52 PM
- AMH '6507964'
  - At 0.0 ft.
    - MGO - General Observation
    - Comments: Start Insp With Flow
- AMH '6508009'
  - At 0.0 ft.
    - ACB - Catch Basin
    - Comments: START AT UP

Some observations have distance greater than the pipe length
Stopped at 249.8 ft. with flow on 8/20/2008 3:21:24 PM

- At 34.0 ft. 9/2
  RPP - Repair Patch
  Comments: NEWER PATCH

- At 249.8 ft.
  ACB - Catch Basin
  Comments: END AT DOWN

- At 249.8 ft.
  MGO - General Observation
  Comments: Inspection Stopped
## Main Inspections Pipe Run with Images

<table>
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<tr>
<th>Project name:</th>
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<tr>
<td>LC GRANT FL_02 - STORM 6267986</td>
<td></td>
<td>TACOMA</td>
<td>3202 S GUNNISON ST</td>
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<tbody>
<tr>
<td>C</td>
<td>VCP</td>
<td>10 in.</td>
<td></td>
</tr>
</tbody>
</table>

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**Graphical Representation:**

- **AMH '6755429'**
  - Started at 0.0 ft. with flow on 9/14/2023 2:19:37 PM
  - Omitted: 164.72 ft.
  - Mainline length: 301.020 ft.
  - Surveyed length: 304.000 ft.

**Pipe Inspection Points:**

- **At 0.0 ft.**
  - AMH - Manhole
  - Comments: 6755429
- **At 0.0 ft.**
  - MWL - Miscellaneous Water
  - Level
- **At 4.3 ft.**
  - MMC - Miscellaneous Material Change
  - Comments: TCP TO CONCRETE
- **At 66.7 ft. 12/12**
  - FM - Fracture Multiple
  - Rating: 1
  - Category: Structural
- **At 112.0 ft.**
  - MMC - Miscellaneous Material Change
  - Comments: CONCRETE TO TCP
- **At 112.0 ft. 12/1**
  - FC - Fracture Circumferential
  - Rating: 2
  - Category: Structural
- **At 128.2 ft.**
  - MMC - Miscellaneous Material Change
  - Comments: TCP TO CONCRETE
- **At 136.3 ft.**
  - MMC - Miscellaneous Material Change
  - Comments: CONCRETE TO TCP
Some observations have distance greater than the pipe length
Stopped at 304.0 ft. with flow on 9/14/2023 2:33:27 PM

At 304.0 ft.
AMH - Manhole
Comments: AT DSMH
**Main Inspections Pipe Run with Images**

<table>
<thead>
<tr>
<th>Project name:REQ TVI - 2016 PAVING PROJECT</th>
<th>Mainline ID: 6284279</th>
<th>City: TACOMA</th>
<th>Street: 621 SOUTH TRAFTON</th>
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<tbody>
<tr>
<td>Start date/time: 1/21/2016 12:05 PM</td>
<td>Direction: D</td>
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<tr>
<td>Shape: C</td>
<td>Material: CP</td>
<td>Height: 8 in.</td>
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</table>

Started at 0.0 ft. with flow on 1/21/2016 12:05:19 PM

AMH '6510428'

- At 0.0 ft. START WITH FLOW

AMH '6515772'

- At 0.0 ft. ACB - Catch Basin
  Comments: START AT UPSTREAM CB
- At 0.0 ft. MWL - Water Level

Some observations have distance greater than the pipe length
Project name: REQ TVI - 2016 PAVING PROJECT
Mainline ID: 6284279
Start date/time: 1/21/2016 12:05 PM
Direction: D
Weather: 3

At 97.0 ft.
MWLS - Water Level Sag
Category: Structural

At 107.3 ft.
MCU - Camera Underwater
Category: O&M

At 113.1 ft.
MWLS - Water Level Sag
Category: Structural

At 143.9 ft.
MWLS - Water Level Sag
Category: Structural

Stopped at 192.0 ft. with flow on 1/21/2016 12:19:57 PM

At 192.0 ft.
ACB - Catch Basin
Comments: END AT DOWNSTREAM CB

At 192.0 ft.
STOP
**Main Inspections Pipe Run with Images**

<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQ TVI - 1912 N ANDERSON ST - SINKING ROAD</td>
<td>6257736</td>
<td>TACOMA</td>
<td>2901 N 19TH ST</td>
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</tbody>
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<table>
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<tr>
<td>5/12/2022 8:35 AM</td>
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<tbody>
<tr>
<td>C</td>
<td>CP</td>
<td>8 in.</td>
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</tbody>
</table>

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**Mainline length:** 136,006 ft.
**Surveyed length:** 25,100 ft.

**AMH '6766905':**
- Started at 0.0 ft. with flow on 5/12/2022 8:35:27 AM
- Stopped at 25.1 ft. with flow on 5/12/2022 8:41:48 AM

**At 0.0 ft.**
- AMH - Manhole
- Comments: 6766905

**At 17.001 ft.**
- MWL - Miscellaneous Water Level

**At 34.001 ft.**
- MSA - Miscellaneous Survey
- Abandoned
- Category: O&M
- Comments: MAIN NEEDS TO BE CLEANED TO COMPLETE INSPECTION
- 51.002 ft.
- 68.003 ft.
- 85.003 ft.
- 102.004 ft.
- 119.005 ft.
- 136.006 ft.

**AMH '6759141':**
# Main Inspections Pipe Run with Images

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<tr>
<th>Project name</th>
<th>Mainline ID</th>
<th>City</th>
<th>Street</th>
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<tbody>
<tr>
<td>PAVING - 5403 S PROSPECT ST</td>
<td>6298625</td>
<td>TACOMA</td>
<td>5423 S PROSPECT ST</td>
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</tbody>
</table>

<table>
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<td>3/27/2020 1:10 PM</td>
<td>U</td>
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<tbody>
<tr>
<td>C</td>
<td>XXX</td>
<td>12 in.</td>
<td></td>
</tr>
</tbody>
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**Stopped at 65.2 ft. against flow on 3/27/2020 1:18:16 PM**

**AMH '6758379'**

- **At 65.2 ft.**
  - AMH - Manhole
  - Comments: END TVI AT UPSTREAM MANHOLE

- **At 55.6 ft. 12/12**
  - CC - Crack Circumferential
  - Rating: 3
  - Category: Structural
  - Length: 11.049 ft.

- **At 45.4 ft. 12/12**
  - CC - Crack Circumferential
  - Rating: 3
  - Category: Structural
  - Length: 22.098 ft.

- **At 42.6 ft. 12/12**
  - CM - Crack Multiple
  - Rating: 3
  - Category: Structural
  - Length: 33.148 ft.

- **At 37.8 ft. 6/12**
  - CC - Crack Circumferential
  - Rating: 3
  - Category: Structural

- **At 25.6 ft. 12/12**
  - CC - Crack Circumferential
  - Rating: 3
  - Category: Structural
  - Length: 44.197 ft.

- **At 22.5 ft. 12/12**
  - CC - Crack Circumferential
  - Rating: 3
  - Category: Structural
Project name: PAVING - 5403 S PROSPECT ST
Mainline ID: 6298625
Start date/time: 3/27/2020 1:10 PM
Direction: U
Weather: 1

Mainline length: 66.697 ft.
Surveyed length: 65.200 ft.

Omitted: 64.7 ft.
Started at 0.0 ft. against flow on 3/27/2020 1:10:49 PM

At 2.0 ft.
MMC - Miscellaneous Material Change
Comments: PVC TO CONCRETE
64.697 ft.

At 1.5 ft. 12/12
CM - Crack Multiple
Rating: 1
Category: Structural

At 0.0 ft.
ACB - Access Point Catch Basin
Comments: 6510061

At 0.0 ft.
MWL - Miscellaneous Water Level
Main Inspections Pipe Run with Images

Project name: ASSET STORM - FL_02
Mainline ID: 6286024
Start date/time: 9/12/2023 1:12 PM
Street: 1802 S UNION AVE
Direction: U
City: TACOMA
Weather: 1
Location code:
Shape: C
Material: CP
Height: 10 in.
Width:

Mainline length: 241.0 ft.
Surveyed length: 243.6 ft.

Stopped at 243.6 ft. against flow on 9/12/2023 1:26:43 PM

AMH '6777498'

At 243.6 ft.
AMH - Manhole
Comments: AT USMH
0.0 ft.

25.7 ft.
51.5 ft.
77.2 ft.

At 127.8 ft. 5/7
FH2 - Fracture Longitudinal
Hinge, 2
Rating: 1
Category: Structural
102.9 ft.
128.7 ft.

At 92.2 ft. 4/
HSV - Hole Soil Visible
Rating: 1
Category: Structural
154.4 ft.
180.1 ft.

Omitted: 35.2 ft.

CUES, Inc.
3600 Rio Vista Avenue
Orlando, FL 32805
Phone: 407-849-0190
Fax: 407-425-1569
Project name: ASSET STORM - FL_02  
Mainline ID: 6286024  
Start date/time: 9/12/2023 1:12 PM  
Direction: U  
Weather: 1

Omitted: 172.74 ft.

- At 68.3 ft. 3/9
  - F01: SAVC - Surface Aggregate
  - Visible Chemical
  - Rating: 1
  - Category: Structural

- At 5.1 ft. 3/9
  - S01: SAVC - Surface Aggregate
  - Visible Chemical
  - Rating: 1
  - Category: Structural

Started at 0.0 ft. against flow on 9/12/2023 1:12:11 PM

- At 63.2 ft.
  - AMH '6750116'

- At 35.2 ft. 4/
  - FL - Fracture Longitudinal
  - Rating: 3
  - Category: Structural

- At 33.6 ft. 6/
  - CL - Crack Longitudinal
  - Rating: 2
  - Category: Structural

- At 32.5 ft. 12/12
  - FM - Fracture Multiple
  - Rating: 1
  - Category: Structural

- At 4.8 ft. 12/12
  - FM - Fracture Multiple
  - Rating: 2
  - Category: Structural

- At 4.8 ft. 12/
  - TB - Tap Break-in

- At 3.0 ft. 5/7
  - FC - Fracture Circumferential
  - Rating: 2
  - Category: Structural

- At 0.0 ft.
  - AMH - Manhole
  - Comments: 6750116

- At 0.0 ft.
  - MWL - Water Level
# Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
</tr>
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<tbody>
<tr>
<td>D - Insituform_SW 2019</td>
<td>6267576</td>
<td>TACOMA</td>
<td>S G ST FROM S 46TH TO S 48TH ST</td>
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<tbody>
<tr>
<td>C</td>
<td>CP</td>
<td>10 in.</td>
<td></td>
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</tbody>
</table>

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**Notes:**
- Started at 0.0 ft. with flow on 6/11/2020 10:54:00 AM
  - AMH '6768467'
  - At 0.0 ft. AMH - Manhole
  - Comments: 6768467
- At 0.0 ft. MWL - Water Level
- At 0.0 ft. MGO - General Observation
  - Comments: VERIFIED 10"
  - 136.8 ft.
- Stopped at 547.1 ft. with flow on 6/11/2020 10:54:00 AM
  - AMH '6768458'
  - At 543.0 ft. MGO - General Observation
    - Comments: VERIFIED 10"
    - 547.1 ft.
**Main Inspections Pipe Run with Images**

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<tr>
<td>ASSET STORM - FL_01</td>
<td>6267476</td>
<td>TACOMA</td>
<td>1902 S TYLER ST</td>
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<tr>
<td>Start date/time:</td>
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<tr>
<td>6/5/2023 1:04 PM</td>
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<tr>
<td>Shape:</td>
<td></td>
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<tr>
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**Mainline length:** 148.017 ft.  
**Surveyed length:** 147.700 ft.  
**Omitted:** 94.12 ft.

 시작 시간/날짜: 2023년 6월 5일 1:04 PM  
도로: 1902 S TYLER ST  
도로 직경: C  
주관 관리 기관: CP  
높이: 8 인치  
도로 방향: D  
도로 프로젝트: ASSET STORM - FL_01  
도로 위치 코드: 

- **ACB '6519452'**
  - 0.0 피트에서 ACB - Access Point Catch Basin  
    - Comments: 6519452
  - 26.950 피트에서 MWL - Miscellaneous Water Level
  - 53.900 피트에서 FH2 - Fracture Longitudinal Hinge, 2
  - 39.2 피트에서 FC - Fracture Circumferential  
    - Rating: 2  
    - Category: Structural
  - 41.8 피트에서 FC - Fracture Circumferential  
    - Rating: 2  
    - Category: Structural
  - 44.8 피트에서 FC - Fracture Circumferential  
    - Rating: 2  
    - Category: Structural
  - 53.9 피트에서 FC - Fracture Circumferential  
    - Rating: 2  
    - Category: Structural
Project name: ASSET STORM - FL_01  
Mainline ID: 6267476  
Start date/time: 6/5/2023 1:04 PM  
Direction: D

Weather: 1

Mainline length: 148.017 ft.  
Surveyed length: 147.700 ft.

Omitted: 69 ft.

At 69.0 ft. 12/12  
FC - Fracture Circumferential  
Rating: 2  
Category: Structural  
69.000 ft.

At 87.1 ft. 12/12  
FC - Fracture Circumferential  
Rating: 2  
Category: Structural  
88.754 ft.

At 94.0 ft. 12/12  
FC - Fracture Circumferential  
Rating: 2  
Category: Structural  
108.509 ft.

At 141.7 ft. 12/12  
FM - Fracture Multiple  
Rating: 1  
Category: Structural  
128.263 ft.

At 147.7 ft.  
AMH - Manhole  
Comments: AT DSMH 6750162  
148.017 ft.

Stopped at 147.7 ft. with flow on 6/5/2023 1:15:17 PM  

AMH '6750162'
Main Inspections Pipe Run with Images

Project name: LC GRANT FL_02 - STORM
Mainline ID: 6267757
City: TACOMA
Street: 3915 CENTER ST
Start date/time: 9/14/2023 1:32 PM
Direction: D
Weather: 1
Shape: C
Material: VCP
Height: 10 in.
Width:

Mainline length: 289.331 ft.
Surveyed length: 293.300 ft.
Omitted: 260.63 ft.

AMH '6755448'

- At 0.0 ft.
  AMH - Manhole
  Comments: 6755448
- At 0.0 ft.
  MWL - Miscellaneous Water Level
  0.000 ft.
- At 23.5 ft.
  RPP - Point Repair Patch
  Category: Structural
  Comments: CONCRETE PATCH
- At 23.5 ft.
  MGO - Miscellaneous General Observation
  Comments: MAIN IS 8 INCH TCP
- At 24.8 ft.
  HSV - Hole Soil Visible
  Rating: 1
  Category: Structural
- At 26.4 ft.
  CM - Crack Multiple
  Rating: 2
  Category: Structural
- At 27.5 ft.
  HSV - Hole Soil Visible
  Rating: 1
  Category: Structural
- At 28.7 ft.
  CL - Crack Longitudinal
  Rating: 2
  Category: Structural
Project name: LC GRANT FL_02 - STORM 6267757
Mainline ID: 1
Start date/time: 9/14/2023 1:32 PM
Direction: D
Weather: 1

Mainline length: 289.331 ft.
Surveyed length: 293.300 ft.

Omitted: 29.4 ft.
Omitted: 228.63 ft.

- At 29.4 ft. 6/.
  CL - Crack Longitudinal
  Rating: 2
  Category: Structural
  29.400 ft.

- At 30.0 ft. 12/.
  HSV - Hole Soil Visible
  Rating: 6
  Category: Structural
  60.700 ft.

- At 37.1 ft. 11/.
  HSV - Hole Soil Visible
  Rating: 8
  Category: Structural

- At 44.7 ft. 11/1
  HSV - Hole Soil Visible
  Rating: 8
  Category: Structural

- At 48.6 ft. 9/.
  HSV - Hole Soil Visible
  Rating: 8
  Category: Structural

- At 49.5 ft. 1/2
  RPP - Point Repair Patch
  Category: Structural
  Comments: TCP PATCH

- At 52.5 ft. 8/4
  RPP - Point Repair Patch
  Category: Structural
  Comments: LARGE REPAIR

- At 55.7 ft. 11/1
  RPP - Point Repair Patch
  Category: Structural
  Comments: CONCRETE PATCH

- At 58.9 ft. 11/1
  RPP - Point Repair Patch
  Category: Structural
  Comments: PATCH

- At 60.7 ft. 11/1
  HSV - Hole Soil Visible
  Rating: 6
  Category: Structural
Omitted: 130.7 ft.

Project name: LC GRANT FL_02 - STORM 6267757
Mainline ID: 6267757
Start date/time: 9/14/2023 1:32 PM
Direction: D
Weather:

- At 130.7 ft. 12/.
  HSV - Hole Soil Visible
  Rating: 1
  Category: Structural
  130.700 ft.

- At 138.4 ft.
  MMC - Miscellaneous Material
  Change
  Comments: TCP TO CONCRETE
  163.150 ft.

- At 146.6 ft.
  MMC - Miscellaneous Material
  Change
  Comments: CONCRETE TO TCP

- At 147.5 ft. 11/1
  RPP - Point Repair Patch
  Category: Structural
  Comments: CONCRETE PATCH
  195.600 ft.

- At 171.9 ft. 11/1
  RPP - Point Repair Patch
  Category: Structural
  Comments: CONCRETE PATCH

- At 174.8 ft. 12/.
  HSV - Hole Soil Visible
  Rating: 1
  Category: Structural

- At 175.2 ft. 12/1
  HSV - Hole Soil Visible
  Rating: 1
  Category: Structural

- At 177.0 ft. 12/3
  FH2 - Fracture Longitudinal
  Hinge, 2
  Rating: 1
  Category: Structural

- At 181.5 ft. 5/.
  HVV - Hole Void Visible
  Rating: 1
  Category: Structural

- At 191.3 ft. 12/.
  HSV - Hole Soil Visible
  Rating: 1
  Category: Structural

- At 195.6 ft. 10/2
  FC - Fracture Circumferential
  Rating: 2
  Category: Structural
At 204.8 ft. 12/.
HSV - Hole Soil Visible
Rating: 1
Category: Structural

At 207.5 ft. 12/.
CL - Crack Longitudinal
Rating: 2
Category: Structural

At 210.8 ft. 12/.
RPP - Point Repair Patch
Category: Structural
Comments: TCP PATCH

At 215.6 ft. 12/.
HSV - Hole Soil Visible
Rating: 1
Category: Structural

At 233.5 ft. 12/.
HSV - Hole Soil Visible
Rating: 1
Category: Structural

At 237.4 ft. 7/.
HSV - Hole Soil Visible
Rating: 1
Category: Structural

At 240.1 ft. 8/.
HSV - Hole Soil Visible
Rating: 1
Category: Structural

At 242.7 ft. 12/1
RPP - Point Repair Patch
Category: Structural
Comments: CONCRETE PATCH

At 263.9 ft. 12/.
HSV - Hole Soil Visible
Rating: 1
Category: Structural

At 268.4 ft. 11/12
RPP - Point Repair Patch
Category: Structural
Comments: CONCRETE PATCH

At 275.1 ft. 5/7
FC - Fracture Circumferential
Rating: 2
Category: Structural
Some observations have distance greater than the pipe length
Stopped at 293.3 ft. with flow on 9/14/2023 2:18:50 PM

At 293.3 ft.
AMH - Manhole
Comments: AT DSMH
Main Inspections Pipe Run with Images

Project name: ASSET STORM - FL_02
Mainline ID: 6251139
City: TACOMA
Street: 1818 S UNION AVE
Start date/time: 9/12/2023 2:10 PM
Direction: D
Weather: 1
Shape: C
Material: CP
Height: 12 in.
Width:

Mainline length: 350.9 ft.
Surveyed length: 352.9 ft.

Omitted: 196.19 ft.

Started at 0.0 ft. with flow on 9/12/2023 2:10:19 PM

- At 0.0 ft.
  AMH - Manhole
  Comments: 6750116

- At 0.0 ft.
  MWL - Water Level
  Rating:
  Category: O&M
  Height: 38.7 ft.

- At 18.6 ft.
  RFJ - Roots Fine Joint
  Rating:
  Category: Structural
  Height: 77.4 ft.

- At 19.1 ft.
  FM - Fracture Multiple
  Rating:
  Category: Structural
  Height: 116.0 ft.

- At 97.3 ft.
  HSV - Hole Soil Visible
  Rating:
  Category: Structural
  Height: 154.7 ft.

- At 112.1 ft.
  FM - Fracture Multiple
  Rating:
  Category: Structural

- At 124.6 ft.
  CC - Crack Circumferential
  Rating:
  Category: Structural

- At 154.7 ft.
  CC - Crack Circumferential
  Rating:
  Category: Structural
Some observations have distance greater than the pipe length
<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>Start date/time:</th>
<th>Direction:</th>
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<tbody>
<tr>
<td>ASSET STORM - FL_02</td>
<td>6251139</td>
<td>9/12/2023 2:10 PM</td>
<td>D</td>
</tr>
</tbody>
</table>

Weather: 1

Stopped at 352.9 ft. with flow on 9/12/2023 2:26:11 PM

At 352.8 ft.
AMH - Manhole
Comments: AT DSMH
### Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
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</thead>
<tbody>
<tr>
<td>LC GRANT FL_02 - STORM</td>
<td>6267749</td>
<td>TACOMA</td>
<td>3202 S GUNNISON ST</td>
</tr>
<tr>
<td>Start date/time:</td>
<td>Direction:</td>
<td>Weather:</td>
<td>Location code:</td>
</tr>
<tr>
<td>9/14/2023 2:34 PM</td>
<td>D</td>
<td>1</td>
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<tr>
<td>Shape:</td>
<td>Material:</td>
<td>Height:</td>
<td>Width:</td>
</tr>
<tr>
<td>C</td>
<td>CP</td>
<td>10 in.</td>
<td></td>
</tr>
</tbody>
</table>

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**Diagram:**

- Started at 0.0 ft. with flow on 9/14/2023 2:34:17 PM
- At 13.4 ft. 5/7 S01: RFJ - Roots Fine Joint Rating: Category: O&M
- At 63.8 ft. AMH '6755392'
- At 0.0 ft. AMH - Manhole Comments: 6755392
- At 19.697 ft. MWL - Miscellaneous Water Level
- At 39.394 ft. FM - Fracture Multiple Rating: Category: Structural
- At 59.091 ft.
- At 78.788 ft.
- At 98.485 ft.
- At 118.182 ft.
- At 137.879 ft.
- At 157.577 ft.

**Notes:**

Some observations have distance greater than the pipe length.
Project name: LC GRANT FL_02 - STORM 6267749
Mainline ID: 6267749
Start date/time: 9/14/2023 2:34 PM
Direction: D
Weather: LC GRANT FL_02 - STORM

Stopped at 179.0 ft. with flow on 9/14/2023 2:43:26 PM

At 171.2 ft.
LD - Line Down
Rating: 3
Category: O&M

At 179.0 ft.
ADP - Access Point Discharge Point
Comments: AT STORM MAIN 6265553
Main Inspections Pipe Run with Images

**Project name:** ASSET STORM - LC_01  
**Mainline ID:** 6257101  
**City:** TACOMA  
**Street:** 6430 6TH AVE

**Start date/time:** 7/11/2022 11:03 AM  
**Direction:** U  
**Weather:** 1  
**Location code:**  
**Shape:** C  
**Material:** RCP  
**Height:** 12 in.  
**Width:**

Stopped at 464.2 ft. against flow on 7/11/2022 12:07:58 PM

At 464.1 ft.  
AMH - Manhole  
Comments: end at Manhole: 6752597

At 335.0 ft. 9/.  
TBA - Tap Break-in Activity

At 273.5 ft. 1/.  
TBI - Tap Break-in Intruding  
Rating: 2  
Category: O&M

At 242.9 ft. 2/5  
HSV - Hole Soil Visible  
Rating:  
Category: Structural  
Comments: hole in main

At 242.6 ft. 12/12  
FM - Fracture Multiple  
Rating:  
Category: Structural

At 175.5 ft. 9/.  
TB - Tap Break-in/Hammer  
Comments: wood of some kind in outfall

At 105.0 ft. 9/.  
TB - Tap Break-in/Hammer

6752597  

At 47.8 ft. against flow on 7/11/2022 11:19:19 AM

At 2.3 ft. 4/10  
CM - Crack Multiple  
Rating:  
Category: Structural

At 0.0 ft.  
AMH - Manhole  
Comments: 6751389

Mainline length: 54.085 ft.  
Surveyed length: 464.200 ft.

Omitted: 0 ft.
Project name: ASSET STORM - LC_01  
Mainline ID: 6257101  
Start date/time: 7/11/2022 11:03 AM  
Direction: U  
Weather: 1
### Main Inspections Pipe Run with Images

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<tr>
<td>REQ TV - SO 56TH PW PROJECT</td>
<td>6269400</td>
<td>TACOMA</td>
<td>5600 S PROSPECT ST</td>
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<td>Start date/time:</td>
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<td>4/18/2017 1:40 PM</td>
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<td>Shape:</td>
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<td>Height:</td>
<td>Width:</td>
</tr>
<tr>
<td>C</td>
<td>CP</td>
<td>12 in.</td>
<td></td>
</tr>
</tbody>
</table>

**Comments:**
- At 27.5 ft. MSA - Abandoned Survey
  - Comments: MAIN NEEDS TO BE CLEANED
- At 23.1 ft. MWLS - Water Level Sag
  - Rating: Structural
- At 0.0 ft. AMH - Manhole
  - Comments: START AT DOWNSTREAM MANHOLE. DEPTH IS 7' 11"
- At 0.0 ft. MWL - Water Level
  - Comments:

---

**Mainline length:** <not specified>  
**Surveyed length:** 27.5 ft.
### Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
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<tbody>
<tr>
<td>D - Insituform_SW 2019 CIPP-pre</td>
<td>6296904</td>
<td>TACOMA</td>
<td>2331 MLK JR WAY</td>
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<table>
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<tr>
<th>Start date/time:</th>
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<tbody>
<tr>
<td>2/4/2021 3:03 PM</td>
<td>D</td>
<td>5</td>
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<th>Width:</th>
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<tbody>
<tr>
<td>C</td>
<td>ZZZ</td>
<td>12 in.</td>
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Some observations have distance greater than the pipe length
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<th>Project name:</th>
<th>Mainline ID:</th>
<th>Start date/time:</th>
<th>Direction:</th>
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</thead>
<tbody>
<tr>
<td>D - Insituform_SW 2019</td>
<td>6296904</td>
<td>2/4/2021 3:03 PM</td>
<td>D</td>
</tr>
</tbody>
</table>

Weather:

5

Stopped at 113.4 ft with flow on 2/4/2021 3:03:26 PM

At 113.4 ft:
MSA - Miscellaneous Survey
Abandoned
Category: O&M
Comments: HOLE CAN NOT GET THROUGH
## Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
<th>Project name</th>
<th>Mainline ID</th>
<th>City</th>
<th>Street</th>
</tr>
</thead>
<tbody>
<tr>
<td>REQ TVI - MAR/21 - PAVING</td>
<td>6255495</td>
<td>TACOMA</td>
<td>7020 S I ST</td>
</tr>
</tbody>
</table>

### Start date/time
- **4/9/2021 1:24 PM**

### Direction
- **D**

### Material
- **CP**

### Height
- **12 in.**

### Width

### Location code

---

**Figures: AMH '6756760'**

- **At 0.0 ft.**
  - **AMH - Manhole**
  - **Comments:** 6756760

- **At 0.0 ft.**
  - **MWL - Miscellaneous Water Level**
  - **38.550 ft.**

- **At 69.2 ft. 12/.**
  - **TBA - Tap Break-in Activity**
  - **77.100 ft.**

- **At 90.6 ft. 7/8**
  - **FM - Fracture Multiple**
  - **Category:** Structural
  - **Rating:**
  - **115.650 ft.**

- **At 97.3 ft. 12/.**
  - **TBA - Tap Break-in Activity**
  - **154.200 ft.**

- **At 111.7 ft.**
  - **MMC - Miscellaneous Material Change**
  - **Comments:** CONCRETE TO PVC
  - **192.750 ft.**

- **At 121.1 ft.**
  - **MMC - Miscellaneous Material Change**
  - **Comments:** PVC TO CONCRETE
  - **231.300 ft.**

- **At 218.1 ft. 12/5**
  - **FM - Fracture Multiple**
  - **Rating:**
  - **Category:** Structural
  - **269.850 ft.**

- **At 308.4 ft. 11/5**
  - **FM - Fracture Multiple**
  - **Rating:**
  - **Category:** Structural
  - **308.400 ft.**

---

**Mainline length:** 346.342 ft.
**Surveyed length:** 345.300 ft.
**Omitted:** 37.94 ft.
Project name: REQ TVI - MAR/21 - PAVING

Main Inspections Pipe Run with Images

Mainline ID: 6255495
Start date/time: 4/9/2021 1:24 PM
Direction: D
Weather: 1

Omitted: 334.2 ft.
Stopped at 345.3 ft. with flow on 4/9/2021 1:47:40 PM

At 334.2 ft.
LD - Line Down
Rating: 1
Category: O&M

At 345.3 ft.
ACB - Access Point Catch Basin
Comments: END AT DOWNSTREAM CATCHBASIN

ACB '6516383'
### Main Inspections Pipe Run with Images

<table>
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<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
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<tbody>
<tr>
<td>ASSET STORM - FL_07</td>
<td>6286160</td>
<td>TACOMA</td>
<td>7046 S PARK AVE</td>
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<table>
<thead>
<tr>
<th>Start date/time:</th>
<th>Direction:</th>
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<th>Location code:</th>
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<td>8/14/2023 10:27 AM</td>
<td>D</td>
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<table>
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<th>Shape:</th>
<th>Material:</th>
<th>Height:</th>
<th>Width:</th>
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</thead>
<tbody>
<tr>
<td>C</td>
<td>CP</td>
<td>10 in.</td>
<td></td>
</tr>
</tbody>
</table>

**Mainline length:** 57.975 ft.  
**Surveyed length:** 60.300 ft.

Started at 0.0 ft. with flow on 8/14/2023 10:27:24 AM

Some observations have distance greater than the pipe length
<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>Start date/time:</th>
<th>Direction:</th>
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</thead>
<tbody>
<tr>
<td>ASSET STORM - FL_07</td>
<td>6286160</td>
<td>8/14/2023 10:27 AM</td>
<td>D</td>
</tr>
</tbody>
</table>

Weather: 1

Stopped at 60.3 ft with flow on 8/14/2023 10:34:49 AM

At 60.3 ft.
AMH - Manhole
Comments: AT DSMH
# Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
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<tbody>
<tr>
<td>S 9TH &amp; BRAODWAY - SIDEWALK CB'S</td>
<td>6307851</td>
<td>TACOMA</td>
<td>940 S BROADWAY</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Start date/time:</th>
<th>Direction:</th>
<th>Weather:</th>
<th>Location code:</th>
</tr>
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<tbody>
<tr>
<td>8/25/2021 1:31 PM</td>
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<th>Shape:</th>
<th>Material:</th>
<th>Height:</th>
<th>Width:</th>
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</thead>
<tbody>
<tr>
<td>C</td>
<td>CT</td>
<td>10 in.</td>
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</table>

Some observations have distance greater than the pipe length
Project name: S 9TH & BRAODWAY - SIDEWALK CB’S
Mainline ID: 6307851
Start date/time: 8/25/2021 1:31 PM
Direction: D
Weather: 1

At 2.5 ft. 2/. TFA - Tap Factory Activity

At 11.5 ft. 2/. TB - Tap Break-in/Hammer

At 14.0 ft. MMC - Miscellaneous Material Change
   Comments: CONCRETE TO CLAY

At 14.3 ft. 7/10 FM - Fracture Multiple
   Rating: 4
   Category: Structural

At 21.0 ft. 9/. TB - Tap Break-in/Hammer

At 23.4 ft. 12/11 CM - Crack Multiple
   Rating: 5
   Category: Structural
<table>
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<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>Start date/time:</th>
<th>Direction:</th>
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<tr>
<td>S 9TH &amp; BRAODWAY - SIDEWALK CB’S</td>
<td>6307851</td>
<td>8/25/2021 1:31 PM</td>
<td>D</td>
</tr>
</tbody>
</table>

**Weather:**

1

---

**Comments:**

- Stopped at 61.6 ft. 10/1
- Multiple cracks, fractures
- Rating: 4
- Category: Structural
- MAIN HAS MULTIPLE CRACKS, FRACTURES, AND IS CRUSHING.
### Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
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<th>Main Inspection ID:</th>
<th>City:</th>
<th>Street:</th>
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<tbody>
<tr>
<td>S 9TH &amp; BROADWAY - SIDEWALK CB'S</td>
<td>6307850</td>
<td>TACOMA</td>
<td>934 S BROADWAY</td>
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<tr>
<td>Start date/time:</td>
<td>Direction:</td>
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<td>Location code:</td>
</tr>
<tr>
<td>8/25/2021 1:09 PM</td>
<td>U</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Shape:</td>
<td>Material:</td>
<td>Height:</td>
<td>Width:</td>
</tr>
<tr>
<td>C</td>
<td>CT</td>
<td>10 in.</td>
<td></td>
</tr>
</tbody>
</table>

- **Stopped at 20.6 ft. against flow on 8/25/2021 1:29:34 PM**
- **At 20.5 ft. 12/11**
  - F02: FM - Fracture Multiple
  - Rating: |
  - Category: Structural
- **At 12.1 ft. 12/11**
  - S02: FM - Fracture Multiple
  - Rating: |
  - Category: Structural
- **At 8.7 ft. 12/11**
  - F01: CM - Crack Multiple
  - Rating: |
  - Category: Structural
- **At 11.6 ft. 6/1**
  - HSV - Hole Soil Visible
  - Rating: |
  - Category: Structural
- **At 10.5 ft. 2/1**
  - HSV - Hole Soil Visible
  - Rating: |
  - Category: Structural

**Comments:** STOP MAIN INSPECTION DUE TO PIPE BEING CRUSHED.
Project name: S 9TH & BRAODWAY - SIDEWALK CB'S  
Mainline ID: 6307850  
Start date/time: 8/25/2021 1:09 PM  
Direction: U  
Weather:  

Mainline length: <not specified>  
Surveyed length: 20,600 ft.

At 4.0 ft. 12/11  
S01: CM - Crack Multiple  
Rating:  
Category: Structural

At 7.9 ft. 4/7  
RFJ - Roots Fine Joint  
Rating:  
Category: O&M

At 0.0 ft.  
AMH - Manhole  
Comments: 6526561

At 0.0 ft.  
MWL - Miscellaneous Water Level
## Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
<th>Project name:</th>
<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
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<tbody>
<tr>
<td>ASSET STORM - FL_07</td>
<td>6296567</td>
<td>TACOMA</td>
<td>2121 S 80TH ST</td>
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<tbody>
<tr>
<td>C</td>
<td>CP</td>
<td>15 in.</td>
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---

**Mainline length:** 237.070 ft.  
**Surveyed length:** 93.400 ft.

**ACB '6504748'**

- Started at 0.0 ft. with flow on 7/26/2023 11:05:58 AM
- Stopped at 93.4 ft. with flow on 7/26/2023 11:11:53 AM

**ACB '6511471'**

- At 0.0 ft.
  - ACB - Access Point Catch Basin
  - Comments: 6504748

- At 0.0 ft.
  - MWL - Miscellaneous Water Level

- At 61.1 ft.
  - MWLS - Miscellaneous Water Level Sag
  - Rating: 2
  - Category: Structural

- At 93.4 ft.
  - MSA - Miscellaneous Survey Abandoned
  - Category: O&M
  - Comments: NEEDS CLEANING

---

CUES, Inc.  
3600 Rio Vista Avenue  
Orlando, FL 32805  
Phone: 407-849-0190  
Fax: 407-425-1569
Main Inspections Pipe Run with Images

Project name: ASSET STORM FS_08
Mainline ID: 6265207
City: TACOMA
Street: 2620 PACIFIC AVE
Start date/time: 9/13/2021 11:23 AM
Direction: D
Weather: 1
Shape: C
Material: CP
Height: 15 in.
Material: CP
Location code:
Main Inspections Pipe Run with Images

Some observations have distance greater than the pipe length
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<th>Start date/time:</th>
<th>Direction:</th>
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<tr>
<td>ASSET STORM FS_08</td>
<td>6265207</td>
<td>9/13/2021 11:23 AM</td>
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</table>

Weather: 1

Stopped at 69.9 ft. with flow on 9/13/2021 12:14:22 PM

At 69.9 ft.
AMH - Manhole
Comments: END AT Manhole: 6765590
Main Inspections Pipe Run with Images

Project name: ASSET STORM - FL_01
Mainline ID: 6270736
City: TACOMA
Street: 1230 S FERDINAND DR
Start date/time: 6/15/2023 11:07 AM
Direction: D
Weather: 1
Shape: C
Material: RCP
Height: 15 in.

Mainline length: 281.303 ft.
Surveyed length: 280.400 ft.

At 0.0 ft.
AMH - Manhole
Comments: 6750592
Distance: 0.000 ft.

At 44.8 ft. 12/12
S01: FM - Fracture Multiple
Rating: 4
Category: Structural
Distance: 70.326 ft.

At 67.9 ft. 12/12
F01: FM - Fracture Multiple
Rating: 4
Category: Structural
Distance: 140.652 ft.

At 168.6 ft. 2/
TB - Tap Break-in/Hammer
Distance: 210.977 ft.

At 258.1 ft. 6/
S02: CL - Crack Longitudinal
Rating: 2
Category: Structural
Distance: 281.303 ft.

At 263.7 ft. 6/
F02: CL - Crack Longitudinal
Rating: 2
Category: Structural

Stopped at 280.4 ft. with flow
on 6/15/2023 11:18:28 AM
Distance: 280.4 ft.

At 194.4 ft. 12/12
CM - Crack Multiple
Rating: 4
Category: Structural

At 275.7 ft. 4/8
FM - Fracture Multiple
Rating: 4
Category: Structural

AMH '6750027'
AMH '6750592'
### Main Inspections Pipe Run with Images

<table>
<thead>
<tr>
<th>Project name:</th>
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<th>City:</th>
<th>Street:</th>
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<tbody>
<tr>
<td>REQ TVI - 3803 S K ST</td>
<td>6262970</td>
<td>TACOMA</td>
<td>870 S 38TH ST</td>
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<tbody>
<tr>
<td>C</td>
<td>CP</td>
<td>15 in.</td>
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</table>

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**Mainline Length:** 358.362 ft.  
**Surveyed Length:** 311.500 ft.  
**Omitted:** 298 ft.

**Stopped at 311.5 ft. against flow on 2/16/2021 10:59:59 AM**

**At 311.5 ft. 6/7**
- **F03: FL - Fracture Longitudinal**
  - **Rating:**  
  - **Category:** Structural

**At 307.4 ft. 6/7**
- **S03: FL - Fracture Longitudinal**
  - **Rating:**  
  - **Category:** Structural

**At 298.0 ft. 5/7**
- **F02: HSN - Hole Soil Visible**
  - **Rating:**  
  - **Category:** Structural  
  **Comments:** IN FRONT OF 3803 S 38 ST 272' FROM DOWNSTREAM MANHOLE HOLES IN THE BOTTOM OF MAIN MAIN IS 15" CONCRETE

**Observations:**
- **At 311.5 ft.**
  - MGO - Miscellaneous General
  - **Comment:** MANHOLE COVER DOG IN MAIN NOT ABLE TO PASS

- **At 311.5 ft.**
  - MSA - Miscellaneous Survey
  - **Comment:** END TVI AT DOG IN MAIN

---

CUES, Inc.  
3600 Rio Vista Avenue  
Orlando, FL 32805  
Phone: 407-849-0190  
Fax: 407-425-1569
Project name: REQ TVI - 3803 S K ST
Mainline ID: 6262970
Start date/time: 2/16/2021 10:17 AM
Direction: U
Weather:

Mainline length: 358.362 ft.
Surveyed length: 311.500 ft.

Omitted: 239.36 ft.

At 91.9 ft. 5/7
F01: HSV - Hole Soil Visible
Rating: Category: Structural
Comments: INFRONT OF 1002 S 38
STREET IN THE STREET
89' FROM DOWNSTREAM
MANHOLE HOLE IN THE
BOTTOM OF THE STORM
MAIN MAIN IS 15"
CONCRETE AND IS 6'4"
DEEP LOOKS LIKE IT IS A
LINE ABLE MAIN AND
WOULD BE EASIER THAN
DIGGING

At 119.0 ft. 5/7
HSV - Hole Soil Visible
Rating: Category: Structural
Comments: INFRONT OF 1002 S 38
ST 119' FROM
DOWNSTREAM MANHOLE
HOLE IN BOTTOM OF
THE STORM MAIN
IS 15" CONCRETE AND IS
6'2" DEEP LOOKS LINE
ABLE

At 88.7 ft. 5/7
S01: HSV - Hole Soil Visible
Rating: Category: Structural
Comments: INFRONT OF 1002 S 38
STREET IN THE STREET
89' FROM DOWNSTREAM
MANHOLE HOLE IN THE
BOTTOM OF THE STORM
MAIN MAIN IS 15"
CONCRETE AND IS 6'4"
DEEP LOOKS LIKE IT IS A
LINE ABLE MAIN AND
WOULD BE EASIER THAN
DIGGING

At 13.1 ft. 10/
TBI - Tap Break-in Intruding
Rating: Category: O&M

Started at 0.0 ft. against flow on 2/16/2021 10:17:51 AM

At 0.0 ft.
AMH - Manhole
Comments: 6757140

At 0.0 ft.
MWL - Miscellaneous Water Level

Page 3 of 3
<table>
<thead>
<tr>
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<td>REQ TVI - 3001 E J ST</td>
<td>6296541</td>
<td>Tacoma</td>
<td>1005 E 30TH ST</td>
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<tr>
<td>C</td>
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Main Inspections Pipe Run with Images

Project name: ASSET STORM FS_08
Mainline ID: 6282846
City: TACOMA
Street: 220 S 27TH ST
Start date/time: 9/13/2021 10:06 AM
Direction: D
Weather: 1
Shape: C
Material: CP
Height: 12 in.
Width:

Some observations have distance greater than the pipe length
Project name: ASSET STORM FS_08
Mainline ID: 6282846
Start date/time: 9/13/2021 10:06 AM
Direction: D
Weather: 1

At 179.1 ft. 6/
F01: SAV - Surface Damage
Aggregate Visible Rating: 2
Category: Structural
Stopped at 180.1 ft. with flow on 9/13/2021 10:26:52 AM

At 180.1 ft.
AMH - Manhole Comments: END AT Manhole: 6765572
Main Inspections Pipe Run with Images

Project name: ASSET STORM FS_08
Mainline ID: 6265183
City: TACOMA
Street: 2716 S C ST
Start date/time: 8/16/2021 5:31 PM
Direction: D
Weather: 1
Shape: C
Material: CP
Height: 12 in.

Mainline length: 208.666 ft.
Surveyed length: 120.300 ft.

AMH ‘6765563’

- At 0.0 ft.
  AMH - Manhole
  Comments: 6765563
  0.000 ft.

- At 0.0 ft.
  MWL - Miscellaneous Water Level
  26.083 ft.

- At 4.2 ft. 5/7
  RFJ - Roots Fine Joint
  Rating: 2
  Category: O&M
  52.167 ft.

- At 117.8 ft. 6/5.
  RFB - Roots Fine Barrel
  Rating: 2
  Category: O&M
  130.416 ft.

- At 120.3 ft.
  MGO - Miscellaneous General Observation
  Comments:ROOTS RUNNING DOWN
  MAIN CANNOT PASS
  156.500 ft.

- At 120.3 ft.
  MSA - Miscellaneous Survey
  Abandoned
  Category: O&M
  Comments: END INSPECTION.
  182.583 ft.

- Stopped at 120.3 ft. with flow
  on 8/16/2021 5:46:44 PM

- Started at 0.0 ft. with flow
  on 8/16/2021 5:31:49 PM

AMH ‘6776200’
# Main Inspections Pipe Run with Images

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<tr>
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<td>6267033</td>
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<tr>
<td>C</td>
<td>XXX</td>
<td>12 in.</td>
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**Main Inspections**

- **AMH '6758401'**
  - At 18.9 ft.
  - MSA - Abandoned Survey
  - Comments: WRONG PIPE SIZE
  - 0.0 ft.
  - 0.0 ft.

- **AMH '6758390'**
  - At 0.0 ft.
  - START AGAINST FLOW
  - At 0.0 ft.
  - AMH - Manhole
  - Comments: START AT UPSTREAM MANHOLE. DEPTH IS 4’ 2”

- **At 0.0 ft.**
  - MWL - Water Level
<table>
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<tbody>
<tr>
<td>C</td>
<td>CP</td>
<td>12 in.</td>
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**Main Inspections Pipe Run with Images**

- **Started at 0.0 ft. with flow on 8/16/2021 5:01:37 PM**
- **At 0.0 ft.**
  - AMH - Manhole
  - Comments: 6765554
- **At 0.0 ft.**
  - MWL - Miscellaneous Water Level
- **At 89.7 ft.**
  - TB - Tap Break-in/Hammer
- **Stopped at 91.8 ft. with flow on 8/16/2021 5:08:32 PM**
- **At 91.8 ft.**
  - AMH - Manhole
  - Comments: end at Manhole: 6765563

**Mainline length:** 92.398 ft.
**Surveyed length:** 91.800 ft.
## Main Inspections Pipe Run with Images

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<tr>
<th>Project name: REQ TVI - STEEP SLOPE PROJECT</th>
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<tr>
<th>Mainline length: 420.842 ft.</th>
<th>Surveyed length: 45.900 ft.</th>
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<tbody>
<tr>
<td>Started at 0.0 ft. with flow on 10/14/2021 12:59:52 PM</td>
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<tr>
<td>Omitted: 374.94 ft.</td>
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**ACB '6500810’**

- At 0.0 ft.
  - ACB - Access Point Catch Basin
  - Comments: 6500810

- At 0.0 ft.
  - MWL - Miscellaneous Water Level

- At 8.7 ft. 12/12
  - S01: RFJ - Roots Fine Joint
  - Rating: 1
  - Category: O&M

- At 17.3 ft. 12/12
  - S02: FM - Fracture Multiple
  - Rating: 4
  - Category: Structural

- At 17.3 ft. 12/12
  - F01: RFJ - Roots Fine Joint
  - Rating: 1
  - Category: O&M

- At 35.5 ft. 4/6
  - S03: DSF - Deposits Settled Fine
  - Rating: 2
  - Category: O&M

- At 45.9 ft. 12/12
  - F02: FM - Fracture Multiple
  - Rating: 4
  - Category: Structural

- At 45.9 ft. 4/6
  - F03: DSF - Deposits Settled Fine
  - Rating: 2
  - Category: O&M

- At 5.5 ft. 12/3
  - FM - Fracture Multiple
  - Rating: 4
  - Category: Structural

- At 28.9 ft. 12/12
  - RFJ - Roots Fine Joint
  - Rating: 1
  - Category: O&M

- At 33.4 ft.
  - MMC - Miscellaneous Material Change
  - Comments: CLAY TO PVC

- At 33.4 ft.
  - JOM - Joint Offset Medium
  - Rating: 3
  - Category: Structural
Main Inspections Pipe Run with Images
Main Inspections Pipe Run with Images

<table>
<thead>
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<th>Project name:</th>
<th>Mainline ID:</th>
<th>City:</th>
<th>Street:</th>
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<tr>
<td>REQ TVI - LINING</td>
<td>6303068</td>
<td>Tacoma</td>
<td>621 N 11TH ST</td>
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<tbody>
<tr>
<td>C</td>
<td>VCP</td>
<td>10 in.</td>
<td></td>
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</table>

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**Mainline**

- **Mainline length:** 330.373 ft.
- **Surveyed length:** 331.800 ft.
- **Omitted:** 183.87 ft.

**Images**

- Started at 0.0 ft. with flow on 10/14/2021 1:53:36 PM
  - At 0.0 ft.
    - ACB - Access Point Catch Basin
      - Comments: 6500827
    - At 0.0 ft.
      - MWL - Miscellaneous Water Level
    - At 4.0 ft. 11/1
      - RPP - Point Repair Patch
        - Category: Structural
        - Comments: LOOKS GOOD
    - At 8.3 ft. 11/1
      - RPP - Point Repair Patch
        - Category: Structural
        - Comments: LOOKS GOOD
    - At 10.4 ft. 10/2
      - RPP - Point Repair Patch
        - Category: Structural
        - Comments: LOOKS GOOD
    - At 64.3 ft. 11/1
      - RPP - Point Repair Patch
        - Category: Structural
        - Comments: LOOKS GOOD
    - At 80.3 ft. 11/1
      - RPP - Point Repair Patch
        - Category: Structural
        - Comments: LOOKS GOOD
    - At 146.5 ft. 11/1
      - RPP - Point Repair Patch
        - Category: Structural
        - Comments: LOOKS GOOD
At 148.6 ft. 11/1
RPP - Point Repair Patch
Category: Structural
Comments: LOOKS GOOD
148.600 ft.

At 161.0 ft. 11/1
RPP - Point Repair Patch
Category: Structural
Comments: LOOKS GOOD
187.600 ft.

At 226.600 ft.

At 242.4 ft. 11/1
RPP - Point Repair Patch
Category: Structural
Comments: LOOKS GOOD

At 245.1 ft. 2/1
RPP - Point Repair Patch
Category: Structural
Comments: LOOKS GOOD. HOLE PLUGGED WITH CEMENT FROM OUTSIDE.
265.600 ft.

At 246.3 ft. 1/2
RPP - Point Repair Patch
Category: Structural
Comments: LOOKS GOOD. PATCHED WITH CONCRETE FROM OUTSIDE DIAMETER.
304.600 ft.

At 278.2 ft. 11/1
RPP - Point Repair Patch
Category: Structural
Comments: LOOKS GOOD

At 282.1 ft. 11/1
RPP - Point Repair Patch
Category: Structural
Comments: LOOKS GOOD

At 304.6 ft.
MMC - Miscellaneous Material Change
Comments: CLAY TO CONCRETE.
**Project name:** REQ TVI - LINING  
**Mainline ID:** 6303068  
**Start date/time:** 10/14/2021 1:53 PM  
**Direction:** D  

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<td>Mainline length:</td>
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<tr>
<td>Surveyed length:</td>
<td>331.800 ft.</td>
<td></td>
</tr>
<tr>
<td>Omitted:</td>
<td>314.8 ft.</td>
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</tbody>
</table>

- **At 314.8 ft.**
  - MMC - Miscellaneous Material
  - Change
  - Comments: CONCRETE TO CLAY

**AMH '6758704'**

*Some observations have distance greater than the pipe length*
<table>
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<th>Mainline ID:</th>
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<th>Direction:</th>
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Stopped at 331.8 ft. with flow on 10/14/2021 2:22:47 PM

At 331.8 ft.
AMH - Manhole
Comments: END AT DOWNSTREAM MANHOLE
Storm Segment 6257101- 6<sup>th</sup> Avenue East of S. Mildred St. Spot Repair at 242.9 LF Downstream to 245.9 LF Downstream

Existing issues in the storm segment

Hole in the side of wall at 242.9 LF DS- Spot Repair Lining 3 FT length – joint to joint
Close up view of the hole in the side wall at 242.9 LF Downstream at Spot Repair Lining – joint to joint

Diameter transition at 343 LF DS to about 347 LF DS – 4 LF
Storm Segment 6262970 (S. 38th St. from S. “K” St. to S. “J” St.) – (4) Spot Repair Lining

Spot Repair liner at 88.7 LF Upstream to 92 LF Upstream in front of 1002 S 38th St (7-11 Store)
Spot Repair Liner from 119 LF Upstream to 122 LF Upstream
Spot Repair Liner at 140.8 LF Upstream for missing bottom of pipe

Spot Repair liner at 144.6 LF Upstream to 147.6 LF Upstream in front of 7-11 store
Storm Segment 6264245; 10-inch clay pipe; Spot Repair Liner at 299 LF DS to 302 LF DS
Storm Segment 6267476 (Parking Lot West of Foss High School at 2112 S. Tyler St.); Spot Repair Lining at 21.6 LF to 23.6 LF

**Sewer Main '6267476'**
- Upstream: ACB '6519452'
- Downstream: AMH '6750162'
- Lateral Assets

**TV Inspection with Observation(s) ASSET STORM - FL_01 of 6/2/2023 11:21 AM**
- 'ACB' at 0.0 ft. (D)
- 'MWH' at 0.0 ft. (D)
- 'MSA' at 7.0 ft. (D)

**TV Inspection with Observation(s) ASSET STORM - FL_01 of 6/5/2023 1:15 PM**
- 'ACB' at 0.0 ft. (D)
- 'MWH' at 0.0 ft. (D)
- 'FC' at 11.9 ft. (D)
- 'TH2' at 22.9 ft. (D)
- 'FC' at 39.2 ft. (D)
- 'FC' at 41.8 ft. (D)
- 'FC' at 44.8 ft. (D)
- 'FC' at 53.9 ft. (D)
- 'FC' at 69.0 ft. (D)
- 'FC' at 87.1 ft. (D)
- 'FC' at 94.0 ft. (D)
- 'FM' at 141.7 ft. (D)
- 'AMH' at 147.7 ft. (D)
PART III

CITY OF TACOMA

EQUITY IN CONTRACTING PROGRAM
CITY OF TACOMA

EQUITY IN CONTRACTING (EIC) PROGRAM REGULATIONS
CITY OF TACOMA EQUITY IN CONTRACTING (EIC) PROGRAM

Bidders Special Instructions

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

The EIC Program requirements are contained in Tacoma Municipal Code Chapter 1.07.

Contractors bidding on City of Tacoma projects are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. A contractor who fails to meet the stated EIC requirements will be considered non-responsible. Bidders are also subject to the City’s Equal Employment Opportunity policies prohibiting discrimination.

The stated EIC requirements may be met by the contractor or by identified subcontractors. All EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE certified list (OMWBE website). It is the bidder’s responsibility to ensure that their firm or identified subcontractors are certified by OMWBE and approved by the City of Tacoma EIC Program at the time of bid submittal. Business certification may be verified by contacting the EIC Office*.

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

The Equity in Contracting (EIC) forms included in these bid documents must be fully completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Post-Award Important Information
For all contracts that have requirements related to the EIC policy, the City of Tacoma is utilizing a cloud-based software system:

B2Gnow - Contractors and subcontractors must report payment information in the B2Gnow System on a monthly basis. The EIC Staff will monitor/audit that retainage is paid by the prime contractor to the subcontractor(s) within 10 [working] days after the subcontractors’ work is satisfactorily completed. This will be monitored/audited using the B2Gnow System.

(updated 05/2023)
The system is monitored/audited by EIC staff to ensure contract compliance, proactively identify potential issues, and track contract progress.

*EIC STAFF Contact Information*

For questions regarding Certifications, EIC Compliance and B2GNow support, contact EIC Staff:

- Call EIC Office at (253) 591-5630 or (253) 591-5826
- Email EIC Office at EICOffice@cityoftacoma.org
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I. Introduction

Tacoma Municipal Code (TMC) Chapter 1.07 authorizes the City of Tacoma’s Equity in Contracting (EIC) Program (Program) to address the historical underutilization and lack of participation of small, women and minority owned businesses in City contracts for supplies, services, and public works. TMC 1.07.040 authorizes the Community and Economic Development Department (CEDD) Director to adopt these administrative EIC Program Regulations (Regulations).

For questions, observations or recommendations related to these Regulations, please contact the EIC office at (253) 591-5826 or by email at EICoffice@cityoftacoma.org.

II. Objectives, Applicability and Overall Annual EIC Goal

The purpose of the EIC Program and of these Regulations is to advance the policy set forth in TMC 1.07.010: to “facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City.” These Regulations are intended to aid and guide City staff, Certified Businesses, Contractors and Suppliers and other stakeholders, to ensure the Program is implemented clearly and consistently and to encourage, facilitate and assist the participation of Certified Businesses in City of Tacoma contracts.

The current annual EIC goal is 20%, which was reached by utilizing the City of Tacoma’s most recent disparity study to determine the level of Certified Business participation in City Contracts expected in the absence of persistent effects of discrimination. The dollar value of all contracts awarded to or performed by Certified Businesses shall be counted toward the annual EIC goal. The EIC goal may be updated or changed in alignment with future disparity studies.

Currently the EIC Program is requiring participation by Certified Businesses only on contracts for public works. The Program is intended to apply to all City contracts for supplies, services, and public works (other than those contracts subject to exemption, exception, or waiver) and these Regulations will be updated as the City develops specific requirements and processes for Certified Business participation in contracts for supplies and services.
III. Definitions

Terms used in these Regulations shall have the following meanings unless defined differently in Tacoma Municipal Code Chapter 1.07, in which case the definition contained in TMC controls

“B2Gnow” is the system utilized by the City of Tacoma Equity in Contracting (EIC) Staff to track payments to Contractors and all Subcontractors on all Public Works and Improvements projects including Equity in Contracting (EIC) Requirements.

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

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

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

“City” means all Departments, Divisions, and agencies of the City of Tacoma.

“Change Order” means a reduction or change to the contracted scope of work potentially affecting the Equity in Contracting Requirements initially set on a project.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement and performance of Public Works and Improvements and/or Non-Public Works and Improvements, Supplies and Services.

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

“Disparity Study” is a study that determines whether a government entity, either in the past or currently, engages in exclusionary practices in the solicitation and award of contracts to small, minority, women-owned, and disadvantaged business enterprises. The primary goal of the study is to assess, quantify, and evaluate the prevalence, significance (degree and weight) and scope of discrimination in the marketplace.

“Exception” or “Exemption” means the limited circumstances in which EIC Requirements do not apply or will not be applied to a Contract.

“EIC Manager” is the individual authorized by TMC to administer the Equity in Contracting Program.

“EIC Requirements” or “Contract Requirements” are the specified Requirements for Certified Business participation applied to a Contract using the EIC Requirements Setting Methodology.

“EIC Requirement Setting Methodology” is as defined in Appendix No. 1 to these Regulations.

“EIC Staff” means Equity in Contracting Program staff.
“Exception Request” means a request that no EIC requirements be applied to a Contract. See Appendix No. 3 to these Regulations.

“Goal” means the annual level of participation by Certified Businesses in City Contracts as established in The Tacoma Municipal Code TMC 1.07.020G, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“LCP tracker” is the system used by the Local Employment and Apprenticeship Program (LEAP) Staff to monitor compliance with LEAP workforce utilization requirements and prevailing wage law.

“Non-Public Works and Improvements” means procurement of and contracting for Supplies and/or Services not solicited as Public Works.

“Notice of physical completion” means all physical work is done and the contractor has left the site. However, there may still be some outstanding paperwork or documentation remaining.

“Notice of substantial completion” means all physical work is complete except for punch list items. Only minor incidental work remains, such as minor corrections or repairs.

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

“Program Manager” means the individual appointed by the City’s Community and Economic Development Director to administer the Program and these Regulations.

“Program Regulations” or “Regulations” means these Regulations.

“Project Delivery Team” refers to the City of Tacoma personnel working on the project from the Department or Division awarding and administering the Contract.

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

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein, as is defined in RCW Chapter 39.04 and as may be hereinafter amended. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

“Responsive or Responsible Bidder” is as defined within the City of Tacoma Purchasing Policy.

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal.

“Respondent” means any entity or Person that provides a Submittal in response to a Request for Bids, Request for Proposals, Request for Qualifications, Request for Quotes or other request for information, as such terms are defined in TMC Chapter 1.06 and in Purchasing Policy and Procedures.
“Requirements” means the level of required participation by Certified Businesses in City Contracts as established by TMC Chapter 1.07, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations.

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Chapter 1.06. TMC and in Purchasing Policy and Procedures.

“Specification” means the document and any subsequent addenda, including terms and conditions that describes the physical or functional characteristics, or the nature of the required Supplies, Services, or Public Works; commonly referred to as the Bid document or Bid Specification.

“Submittal” means Bids, Proposals, Quotes, Qualifications, or other information submitted in response to Requests for Bids, Requests for Proposals, Requests for Qualifications, Requests for Quotations, or other City requests for information, as such terms are defined in Chapter 1.06 TMC and in Purchasing Policy and Procedures.

“Supplies” means materials, supplies, and other products that are procured and contracted for by the City.

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

“Undue hardship” means an action that places a significant burden on a business.

“Waiver”, with regards to the Post-Bid EIC Waiver Process, means a discretionary decision made by the City after Bids are received that EIC Requirements, in whole or in part, will not be applied to a Contract or Contracts.

IV. Exemptions or Exceptions to EIC Program Requirements

A. Contracts that are not competitively solicited by the City of Tacoma.

No EIC Requirements will apply to contracts awarded in the manners listed below. These contracts are exempt from EIC Requirements, and no Exception Request is needed to be completed:

1. Emergency (TMC 1.06.257.C). Situations where breakage or loss of equipment has or is about to interrupt necessary services, where public health or safety may be jeopardized, or when required by regulatory agency, or state law. If the supplies, services, or public works must be provided with such immediacy that neither the City nor the contractor can comply with the EIC Requirements, none will be applied. Such emergency will be deemed
documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. **Sole Source** (TMC 1.06.257.A and 1.06.258). If the supplies, services, or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the Department or Division awarding the Contract. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over $500,000 (excluding sales tax) by the approval of the Contracts and Awards (C&A) Board.

3. **Not Practicable to Bid** (TMC 1.06.257.B). An immediate and important need for proposed construction, installation, repair, materials, supplies, equipment, or services where the delay that would result from following competitive solicitation process would cause financial loss to the City or an interruption of vital services to the public. Such circumstance is documented by the approval of the Procurement and Payables Division Manager or delegee and for Contracts where the estimated cost is over $500,000 (excluding sales tax) by the approval of the C&A Board.

4. **Direct Solicitation and Negotiation** (1.06.256.B). Contracts for Professional or Personal Services, excluding architectural and engineering services. When City Manager or Director of Utilities or their delegees determine use of direct solicitation and negotiation process to be in the best interests of the City no EIC requirements will be applied to the resulting contract.

5. **Government or Cooperative Purchasing.**
   The Contract is the result of a federal, state, or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is in accordance with TMC Chapter 1.06 and Purchasing Policy and Procedures.

### B. Lack of Certified Businesses

If it is determined there are an insufficient number of Certified Businesses to perform the work scopes listed in the Contract, no EIC Requirement will be applied. The process for requesting and approving an exception for lack of Certified Businesses is as follows:

1. If after Program review of a project using the established EIC Requirement setting methodology, it is determined by EIC Staff that there will be an insufficient number (3 or less) of Certified Business available to meet the requirement, EIC Staff sends an Exception Request to EIC Manager for review and approval.
2. If, after EIC Staff has set EIC Requirements on a project, the Project Delivery Team determines that additional information justifies an exception for lack of Certified Business, the Project Delivery Team sends an Exception Request via email to the EIC Team who will then forward it to the EIC Program Manager with necessary project background information for final review and approval.

C. Public Works and Improvement Projects with a Value of $150,000 or Less

EIC Requirements will not be set on public works and improvement projects with an engineer’s estimate value of $150,000 or less. However, EIC Staff will collaborate with the Project Delivery Team to proactively outreach to Certified Businesses and provide technical assistance to encourage participation.

D. Documentation of Granted Exceptions

All exceptions must be documented in the Program’s reporting and goal spreadsheet database. Analysis will be done by the EIC Manager to understand what measures the City can take to ensure that exceptions to the EIC Requirements occur only when necessary.

V. EIC Requirements for Contracts for Public Work

All City contracts for Public Work – except for projects with an engineer’s estimate value of $150,000 or less – are subject to EIC Requirements. In no case will EIC Requirements exceed a total of 20 percent (20%) of the Engineer’s estimate. If a contract is federally funded, any federal program supersedes the Equity in Contracting Program and these regulations.

A. EIC Pre-Award Process

1. EIC Contract Requirements Set

Using the EIC Requirements Setting Methodology contained in Appendix No. 1 to these Regulations, EIC Staff will set requirements for the use of Certified Businesses using two potential options.

Option 1: EIC Staff applies three (3) separate requirements (MBE, WBE, SBE) in accordance with the EIC Requirements Setting Methodology. Each stated Requirement must be fulfilled by using the specified category of Certified Business.
Option 2: If after setting the EIC Requirements, reviewing the OMWBE directory, and discussing with the Project Delivery Team, it is determined that fulfilling each requirement separately might present undue hardship for contractors, EIC staff will apply an overall EIC Requirement. The overall EIC Requirement is the sum of the 3 separate requirements initially established as a result of using the EIC Requirement Setting Methodology. Under Option 2 Bidders can use any combination of MBEs, WBEs, SBEs or DBEs to fulfill the overall EIC Requirement.

Staff guidance for determining if an overall EIC Requirement Option 2 is appropriate can be found in Appendix No. 2 to these Regulations.

After utilizing Option 1 or Option 2 to set the EIC Requirements, EIC staff will send an EIC Memo to the Project Delivery Team informing of the EIC Requirements for the project.

B. EIC Bid Review Process

Contracts for Public Work must be awarded to the lowest responsive and responsible Bidder. EIC Program Staff conducts a review of Submittals for EIC compliance.

1. Review for Bidder Responsiveness
   
i. Bids must list Certified Businesses. If a listed business is not certified with OMWBE as of the date of bid opening the bid will be recommended to be rejected as non-responsive.
   
ii. All sections of the EIC Utilization form located in Appendix No. 3 to these Regulations must be completed according to the stated instructions and the properly completed form must be included with bid submittal.
   
iii. Submittals that do not include a properly completed EIC Utilization form will be recommended by EIC Staff to be rejected as non-responsive bids. To be considered “completed”, the required forms must be filled out with all the information required to be provided. No fields should be left incomplete or designated N/A or otherwise lacking a required response. EIC Staff reserves the right to make minor non-material corrections to the form, such as to correct obvious data entry errors. No corrections will be made that alter the proposed Certified Business participation percentages and dollar amounts.
   
iv. The work description for each Certified Business listed on the EIC Utilization form must match the Certified Business’s OMWBE Profile. This ensures that the Certified Business is able to complete the work scope or role for which they have been listed.
   
v. Bidder must contact and solicit bids from Certified Businesses prior to listing them on the EIC Utilization Form and prior to bid submittal. EIC Staff will contact all listed Certified Businesses. If a listed Certified Business has not been contacted by the Bidder prior to being listed, the bid will be rejected as non-responsive.
2. **Review for Bidder Responsibility**

   i. The EIC Utilization Form must demonstrate that the bidder has obtained enough EIC participation to meet or exceed the EIC Requirements for that contract. Submittals that do not meet or exceed the stated requirements will be recommended to be rejected as non-responsible bids.

3. **Self-Performing Bidders**

   Bidders who are themselves Certified Businesses can meet the EIC requirements by self-performance. When a Certified Business is the prime bidder, an adjustment may be made to the EIC Requirements. In such cases, the self-performing Certified Business can be found to be a responsible bidder even if the bid did not satisfy all three stated EIC Requirements (SBE, MBE and WBE). For example, if a bidder is certified as an MBE and an SBE, the WBE Requirements may be deemed waived since the Contractor’s self-performance as an MBE and an SBE achieves the total Requirement.

4. **EIC Recommendation**

   i. If the apparent low bidder is deemed non-responsive or non-responsible, EIC Staff will review the next lowest bidder’s submittal.

   ii. Once EIC Staff has reviewed the EIC portion of the submittal, a bid review memo is sent to the Project Delivery Team to notify them of the status of the apparent low bidder and will include any recommendation to reject submittals as non-responsive or non-responsible.

VI. **Post-Bid EIC Waiver Requests Process**

   Per TMC 1.07.060 (C), if, after receipt of submittals but prior to Contract award, it is determined that due to unforeseen circumstances (which may be demonstrated by bidder(s) failure to meet the stated Requirements) waiver of the stated EIC Requirements in whole or in part for the project is in the best interest of the City, the Director or Superintendent of the Project Delivery Team may request the stated EIC Requirements be waived in full or in part.

   The waiver request must be made using the EIC Waiver Request Form shown in Appendix No. 4 to these Regulations and initiated by the applicable Director or Superintendent of the Project Delivery Team. The form is then forwarded to the Procurement and Payables Division Manager for review and signature,
followed by the City Manager or the Director of Utilities for review and signature. EIC Staff notifies the Project Team of the decision made.

If the Waiver Request is approved by the City Manager or Utilities Director, any new EIC Requirements will be equal to the EIC Utilization percentage listed on the successful bidder’s EIC Utilization form (which could be zero).

If the Waiver Request is not approved by the City Manager or Utilities Director, the Project Delivery Team must re-bid the project or award to the next lowest bidder who has satisfied the stated EIC Requirements.

In all instances where a Waiver is approved by the City Manager or Utilities Director, analysis will be done by the EIC Manager to understand what measures the City can take to ensure that waivers of the EIC requirements are granted only when absolutely necessary.

VII. EIC Contract Monitoring and Compliance

All contracts will be monitored by the Program to ensure compliance with the stated EIC Requirements throughout the term of the Contract including as follows:

A. Coordination between Project Delivery Team and Program

During the term of the contract, the Project Delivery Team will include EIC Staff in the pre-bid, pre-construction, and progress meetings. Additionally, the Project Delivery Staff will send Contract & Award (C&A) Letters, Notice to Proceed and Notice of Physical Completion to EIC Staff.

B. Utilization of B2Gnow System

1. Once EIC Staff receives the Notice to Proceed, the Project is created in B2Gnow.
2. Once the Project has been created in B2Gnow by EIC Staff, a letter is automatically sent from B2Gnow to the Contractor and all Certified Businesses included in the project to notify them of the new project and what is expected of them in the B2Gnow System.
3. Contractors must utilize B2Gnow by entering their monthly payment reports in the system. EIC Staff tracks EIC utilization by ensuring all payment reports are entered monthly by the Project Delivery Team and the Contractor and payments are confirmed by the Subcontractors.
C. B2Gnow Monitoring

1. Prompt Payment
   For the full lifecycle of the project, on a monthly basis, EIC Staff must ensure the following actions have occurred in the B2Gnow system:
   a. The Department/Division in charge of the contract has entered payment submitted to the Contractor.
   b. The Contractor has entered payments submitted to all Certified Businesses.
   c. The Certified Businesses have confirmed prompt receipt of payments from the Contractor for work performed. In compliance with the WA State Legislature Revised Code of WA (RCW) 39.04.250 (1)*, EIC Staff will verify that subcontractors are paid no later than 10 days after the Prime receives payment from the City of Tacoma Department/Division in charge of the contract.

   *RCW 39.04.250 (1) “When payment is received by a contractor or subcontractor for work performed on a public work, the contractor or subcontractor shall pay to any subcontractor not later than ten days after the receipt of the payment, amounts allowed the contractor on account of the work performed by the subcontractor, to the extent of each subcontractor’s interest therein.

2. If the above actions have not taken place or if there are any discrepancies in the system, EIC Staff will reach out to the parties involved via a notice generated from the B2Gnow System, via email or via phone call to address any discrepancies. Any notes related to the projects will be entered in the B2Gnow system.

3. For support using B2GNow, please contact EIC Staff at (253) 591-5826 or email at EICoffice@cityoftacoma.org.

D. Contractor Request for Certified Business Termination and Substitution

A Contractor’s noncompliance by failure to utilize a Certified Business required by the Contract can be excused if Contractor has properly requested to terminate, reduce, or substitute the participation of a Certified Business on an awarded Contract and such request has been approved by the EIC Program consistent with TMC 1.07.080 A. The process for termination and substitution request and approval is initiated by the Contractor following the instructions outlined in the EIC Certified Business Termination and Substitution Form located in Appendix No. 5 to these Regulations.

Upon receipt of the completed EIC Certified Business Termination and Substitution Form, the Project Delivery Team will forward the request to EIC Staff along with supporting documentation received from the Contractor.
1. **EIC Staff will proceed with the following steps:**
   a. Review the request, including any response or objection from the Certified Business, to determine if the grounds for termination (or substitution) contained in TMC 1.07.080 A 1 (Certified Business refusal to execute necessary agreements with Contractor, Certified Business defaults on agreements with Contractor or other reasonable excuse) and the process required by these Regulations have been satisfied. EIC staff review will utilize the criteria for reasonable excuse contained in these Regulations.
   
   b. Contact the Certified Business(es) proposed to be terminated as well as the Certified Business(es) proposed to be substituted.
   
   c. If Contractor has indicated on the Certified Business Termination and Substitution Form that it does not have a substitution plan, EIC staff will review the Contractor’s explanation for not proposing a substitute Certified Business according to the criteria in TMC 1.07.080 A 2. Where it is shown by Contractor that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the Contractor, EIC staff will approve substitution with a non-Certified Business; provided, that, the substitution does not increase the dollar amount of the bid.
   
   d. If EIC staff determines that the process has been followed and that one or more of the grounds in TMC 1.07.080 have been satisfied to allow termination and substitution, the Contractor will be notified of the approval.
   
   e. Contractor has 3 business days of receipt of the approved termination request to confirm to EIC Staff that it has substituted with another Certified Business, or with a non-Certified Business if the EIC Program has approved.

If the Termination and Substitution Request submitted by the Contractor is denied, the Contractor must utilize the Certified Business on the project as initially listed on the EIC Utilization form or be found in noncompliance.

2. **Reasonable justifications for Termination**
   For purpose of the EIC Program, reasonable justifications for termination are included in this list below but not limited to:
   
   a. The listed Certified Business refuses or fails to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that reasonable excuse does not exist if the failure of the Certified Business to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor.
   
   b. Failure or refusal of the Certified Business to perform work for reasons other than contract term or pricing disputes.
c. The listed Certified Business fails or refuses to meet the Contractor’s reasonable, nondiscriminatory bond requirements.
d. The listed Certified Business is ineligible to work on City of Tacoma projects because of suspension or debarment.
e. The listed Certified Business voluntarily withdraws from the project and provides The City of Tacoma written notice of its withdrawal.
f. Death or disability of the principal of the Certified Business rendering it unable to perform the work.
g. Dissolution of the Certified Business.
h. A change in scope of the contract requested by the City which removes the work scope for the Certified Business from the project.
i. The Certified Business does not execute an offered contract that reflects the terms and pricing agreed upon as a condition of participation in the project. The Contractor must provide evidence that the Certified Business failed to execute a contract offered which reflected such agreements, after the Certified Business was given adequate time to execute the offered contract.

3. Decertification

When a Certified Business is “decertified” by OMWBE the participation of that Certified Business shall continue to count as EIC participation so long as the subcontract with the Certified Business was executed prior to the effective date of decertification.

If the Certified Business did not have an executed contract with the Contractor at effective date of decertification, the Contractor must demonstrate to the satisfaction of the Project Delivery team and to the EIC Program that it has substituted a different Certified Business.
VIII. NON-COMPLIANCE: FINDING OF VIOLATION AND PENALTIES

A. Circumstances for finding a Contractor in Violation

The following circumstances, if found by the EIC Program Manager, are grounds for a determination by the Community and Economic Development Department (CEDD) Director of Contractor violation and a recommendation by the CED Director to the City Manager or the Director of Utilities that a penalty be imposed consistent with TMC 1.07.010:

1. A Contractor’s failure to utilize a Certified Business required by an awarded Contract (unless the Certified Business participation is properly terminated or substituted by application of the process contained in these Regulations) for at least the corresponding dollar amount listed on the submitted EIC Utilization Form.

2. A Contractor’s failure to utilize the B2Gnow system in the manner required by these Regulations. Before a violation will be found for Contractor’s failure to utilize B2Gnow the following process steps will be taken:
   a. If a Contractor does not report payment in the B2Gnow system within the first 2 months of the start of the project, EIC Staff will give the Contractor a verbal notice, followed by an email offering assistance with B2Gnow if needed.
   b. If in the third month following the start of the project Contractor still does not report payment in the B2Gnow system EIC Staff will send a second notice via email with a copy to the Project Delivery Team.
   c. If the Contractor has failed to report payment in the B2Gnow system within 14 days of the second notice, a third notice will be sent with a copy to the Project Delivery Team.
   d. If after three notices, Contractor fails to report payment in the B2Gnow system, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

3. A Contractor’s failure to pay their subcontractor within 10 days after receipt of payment per RCW 39.04.250 (1)
   i. If a contractor fails to pay their subcontractor within 10 days, EIC Staff will send 3 notices (via email).
ii. If after three notices Contractor fails to pay their subcontractor, EIC Staff will notify the Project Delivery Team that the EIC Staff intends to recommend to the City Manager or Utilities Director that a violation be found, and a penalty imposed.

B. Contractor Non-Compliance, Finding of Violation and Enforcement

If the EIC Program Manager, in collaboration with the Project Delivery Team, determines a Contractor is non-compliant with the EIC Requirements of the Contract or any other requirements contained in TMC Chapter 1.07 or these Regulations and therefore in violation of the EIC Program requirements, the following process for enforcement will be followed:

1. EIC Staff will send a Notice of Violation to the Contractor via USPS Certified Mail®, with a courtesy copy sent to Contractor via email and with a copy to the Project Delivery Team. The Notice of Violation will specify the non-compliance that is the basis for the finding of violation and will state the City’s intent to exercise all applicable remedies, including penalties authorized by TMC 1.07.110.

2. The Notice of Violation will specify that the Contractor can appeal the finding of Violation to the Hearing Examiner pursuant to Chapter 1.23 TMC and will state that, unless appealed or remedied, each specified violation becomes final on the 10th business day from the day the Notice has been received by the Contractor.

3. The Notice of Violation will inform the Contractor that the Violation may be remedied, and no penalty will be sought, if, within 10 business days of the date of the Notice of Violation, the Contractor achieves compliance or submits a plan to achieve compliance and receives EIC Staff approval of the plan. A document for guidance on how to achieve compliance can be located in Appendix No. 6 to these Regulations.

4. Compliance plans shall be submitted to EIC Staff and reviewed by EIC Staff and the Project Delivery Team. EIC Staff will recommend valid compliance plans to the CEDD Director for approval.

5. If the Contractor does not respond to the notice by achieving compliance or by appealing the violation within 10 days or if Contractor’s timely submitted compliance plan is not approved, the EIC Program Manager in collaboration with the CEDD Director and the Project Delivery Team will request the City Manager or Director of Utilities to impose one or more of the following penalties contained in TMC 1.07.110 A.

   a. Publish notice of the contractor’s noncompliance on the City of Tacoma Equity in Contracting webpage.
   b. Cancel, terminate, or suspend the contractor’s contract, or portion thereof.
   c. Withhold funds due contractor until compliance is achieved; and/or
d. Disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC.
e. Other appropriate recommended penalty

6. Approval of City Manager or Director of Utilities to Impose Penalties

a. The EIC Program Manager and CEDD Director will utilize the Prime Contractor Sanction Request Form found in Appendix No. 6 to these Regulations to inform the City Manager or the Director of Utilities that a Notice of Violation has become final (not appealed, not remedied by compliance or an approved compliance plan) and request the City Manager or Director of Utilities to approve the recommended penalty authorized by TMC 1.07.110 and/or to impose any different or additional appropriate penalty.
b. If the request for penalty is approved, the EIC Staff will notify the Contractor and the Project Delivery Team of the imposition of the penalty by sending the Prime Contractor Notice of Violation form contained in Appendix No. 7 to these Regulations to the Contractor by US Mail and with a courtesy copy sent by email. The Notice of Penalty form will inform the Contractor that the stated penalty becomes effective on the tenth business day following receipt of the Notice of Penalty unless Contractor appeals the penalty to the Hearing Examiner pursuant to Chapter 1.23 TMC or achieves compliance.

7. Publication of Contractor’s Non-Compliance

If the penalty of publication of notice of Contractor’s noncompliance (TMC 1.07.110 A 2) is imposed, the non-compliant Contractor’s firm name and the nature of the violation will be posted on the City of Tacoma Equity in Contracting Program website Equity in Contracting – City of Tacoma.

8. Cancellation of Penalty upon approved Contractor’s Correction of Violation

a. A Contractor has 10 business days from receipt of a Notice of Penalty to achieve compliance or submit a plan to achieve compliance. EIC Staff in consultation with the Project Delivery Team will determine if compliance is achieved or if the compliance plan is recommended for approval by the CEDD Director.
b. If it is determined that the Contractor has come into compliance with the EIC Requirements, or has an approved plan to achieve compliance, the penalty may be cancelled at the discretion of the CEDD Director.
c. If a penalty is cancelled, other applicable steps will follow. For example, if the Contract had been suspended, it will be resumed. If notice of Contractor’s violation has been published, the notice will be removed from City’s website. If funds have been withheld, payments will be resumed etc.
d. If Contractor’s compliance plan is not approved, the penalty will remain in place, however, EIC Staff will continue to work with Contractor and Project Delivery Team to attempt to achieve compliance.

IX. EIC Project Closeout Process

Upon receipt of notice from the Project Delivery Team that the project is physically completed, EIC Staff will:

A. Run B2Gnow Contract Summary Report to ensure that EIC Contract Requirements have been satisfied.
B. Check with Local Employment & Apprenticeship Training Program (LEAP) Staff to ensure LEAP Requirements have been satisfied and the project is ready to close on LCPtracker.
C. If EIC Contract Requirements are not met, EIC Staff will contact the Contractor via email with copy to the Project Delivery Team and request the Contractor provide an explanation in writing of the discrepancy between EIC Contract Requirements and the final outcomes via email to the Project Delivery Team and to EIC Staff at EICOffice@cityoftacoma.org. EIC Staff and the Project Delivery Team will review and file explanation in B2Gnow files.
D. If Contract Requirements are not met by the final outcomes and Contractor’s explanation for the discrepancy is not satisfactory EIC Staff and the Project Delivery Team may recommend a violation be found and penalty requested.
E. If Contract Requirements are met, send email to Contractor from EICOffice@cityoftacoma.org with a copy to the Project Delivery Team.

X. Certified Business Complaint Process

A. A Certified Business may submit a complaint regarding any EIC related issues utilizing three options listed below:
   - By sending an email to the EIC Staff at EICOffice@cityoftacoma.org.
   - By filling out the EIC Complaint Form available on The City of Tacoma Equity in Contracting webpage. See EIC Complaint Form as shown at Appendix No. 9 to these Regulations.
   - By calling the EIC Office line at (253) 591-5630

When a complaint has been received, EIC Staff will take the following steps:

- Record the complaint in the EIC Complaint log Database
- Send a message to the complainant acknowledging the receipt and recording of the complaint and informing complainant that an investigation will take place.
- As deemed appropriate, perform an investigation
- If an investigation is conducted, a report will be produced including a timeline of events and findings.
- Submit any final report to the EIC Program Manager for action as appropriate.
APPENDICES
Available upon request to EICOOffice@cityoftacoma.org

1. EIC Requirement Setting Methodology
2. Guidance on selecting Option 2: EIC overall Requirements
3. EIC Utilization Form
4. EIC Post Submittal Waiver Request Form
5. EIC Certified Business Termination and Substitution Request
6. EIC Guidance on Compliance Achievement Plan
7. Notice of Contractor’s Violation Form
8. EIC Sanction(s) Request Form
9. Subcontractor Complaint Form
TITLE 1

Administration and Personnel
CHAPTER 1.07
EQUITY IN CONTRACTING

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

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

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

1.07.020.C
“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for provision of supplies, services, or public works to the City. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.
1.07.020.G
“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals or requirements for individual Contracts may be adjusted as provided for in this chapter or in regulations and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N
Reserved.

1.07.020.P
“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

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

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

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

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

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

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

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

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

1.07.020.W
“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed June. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)
1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftsmen 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 craftsmen 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.


1.07.050 Repealed by Ordinance No. 28931. Approval as a Certified Business.


1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

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

2. Application to Contracts.

The Program Manager shall establish department/division specific requirements for Certified Business participation in City contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:
The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over $500,000 (excluding sales tax), approved by the Board of Contracts and Awards (“C&A Board”).

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over $500,000 (excluding sales tax), approved by the C&A Board.


The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of Certified Businesses:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, a full or partial waiver of requirements is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver.

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.


1.07.070 Evaluation of submittals.

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

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the Contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the annual goal.

2. Supplies.

A Contractor may receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.


Any Contract awarded to a Certified Business or a bidder that utilizes a Certified Business as a subcontractor shall receive credit toward attainment of the Certified Business requirement(s) applicable to the Contract based on the percentage of
Certified Business usage stated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor’s attainment of the Certified Business requirement applicable to the contract based on the value of the subcontract with the Certified Business.

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

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization or self-performance on such bids if they will perform the work for the scope the requirement is based upon. The Program Regulations may establish further requirements and procedures for self-utilization or self-performance by a bidder who is a Certified Business.

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

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City’s sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

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

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

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

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

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

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

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

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

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

B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28931 Ex. A; passed Jan. 9, 2024; Ord. 28766 Ex. A; passed Jun. 8, 2021; Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

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

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.


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.


1.07.110 Penalties.

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

1. Forfeit the contractor’s bid bond and/or performance bond;
2. Publish notice of the contractor’s noncompliance;
3. Cancel, terminate, or suspend the contractor’s contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved;
5. Recommend disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC; and/or
6. Any other appropriate action, including a monetary penalty as such penalties may be specified in Program Regulations.

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

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


1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

(Ord. 27867 Ex. A; passed Dec. 15, 2009)
1.07.140  Review of program.

This chapter shall be in effect until such point in time that the City Council shall determine, after third party analyses, whether substantial effects or lack of opportunity of Certified Businesses remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

The Department Director or their designee shall review this chapter with City Council standing committee on a biennial basis in order to determine whether adjustments or revisions are required and present those proposals to the City Council for approval.

PART IV

LOCAL EMPLOYMENT
AND
APPRENTICESHIP
TRAINING PROGRAM (LEAP)
REGULATIONS
FOR
PUBLIC WORKS CONTRACTS
LEAP
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM
ABBREVIATED PROGRAM REQUIREMENTS

LEAP is a mandatory City of Tacoma program adopted to provide employment opportunities for City of Tacoma residents and residents of Economically Distressed Areas of the Tacoma Public Utilities Service Area. Based on the dollar amounts of projects, it requires Prime Contractors performing qualifying public works projects or service contracts ensure that a percentage of the total labor hours worked on the project are performed by LEAP-Qualified local employees and/or LEAP-Qualified apprentices approved by the Washington State Apprenticeship Council (SAC), residents of Tacoma, residents of surrounding Economically Distressed Areas, and/or TPU Service Areas (as outlined below). Compliance may be met through any combination LEAP-Qualified employees.

Prime Contractors may obtain further information by contacting the City of Tacoma’s LEAP Coordinator, Deborah Trevorrow, at (253) 591-5590 or leap@cityoftacoma.org. The LEAP Coordinator can assist contractors in the recruitment of qualified entry-level workers to work on City of Tacoma Public Works projects. The LEAP Office is in the Tacoma Municipal Building, 747 Market Street, Rm 900.

LEAP PROGRAM REQUIREMENTS:

1. LOCAL EMPLOYMENT Requirement: The Prime Contractor is required to ensure that 15 percent of the total Labor Hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed ZIP Codes for the following projects:
   a) Civil Projects over $250,000
   b) Building Projects over $750,000

2. APPRENTICE Requirement: The Contractor is required to ensure that an additional 15 percent of the total Labor Hours worked on any project over $1,000,000 are performed by Apprentices who are residents of the Tacoma Public Utilities Service Area. This is in addition to the Local Employment Goal.

3. SUBCONTRACTOR NOTIFICATION: Prime Contractors shall notify all Subcontractors of the LEAP Program requirement(s). Subcontractor labor hours may be utilized towards achievement of the LEAP Requirements. Owner/Operator hours may be used for the Local Employment Requirement.

4. FAILURE TO MEET LEAP UTILIZATION REQUIREMENT: Contractors shall be assessed an amount for each hour that is not achieved. The amount per hour shall be based on the percent of the requirement that is met. All rounding shall be done down to the nearest whole percent. The amount per hour that shall be assessed is as follows:

- 100% achievement $0.00 penalty
- 99% to 90% achievement $2.00 penalty
- 89% to 75% achievement $3.50 penalty
- 74% to 50% achievement $5.00 penalty
- 49% to 1% achievement $7.50 penalty
- 0% achievement $10.00 penalty
LEAP DOCUMENT SUBMITTALS**:

1. **LEAP EMPLOYEE VERIFICATION FORM**: upon request, the Contractor must provide the LEAP Office with a form for every person whom the contractor thinks will assist with attaining credit towards meeting the LEAP Utilization Requirements with at least one piece of verifying documentation. The LEAP Office staff will respond regarding whether or not the employee is LEAP-Qualified.

2. **WEEKLY CERTIFIED PAYROLL AND NO WORK PERFORMED STATEMENTS**: In LCP Tracker: the Prime and Subcontractors must submit weekly Certified Payrolls that include, employee name, address, social security number, craft/trade, class, hours worked on this job, rate of pay, and gross wages paid including benefits for this job.

3. **DEPARTMENT OF LABOR & INDUSTRIES (L&I)**: The Prime must enter the project in the L&I project site under the “Tacoma, City of” account and notify the LEAP Office when this has been completed.

**WITHHOLDING PROGRESS PAYMENTS**: The LEAP Coordinator may withhold progress payments for failure to follow the above-outlined procedures
LEAP
Documents and Submittal Schedule

In the attached packet, you will find the LEAP documentation and forms that are required to be submitted by the Prime and Sub Contractors.

- **LEAP Abbreviated Program Requirements**: brief overview of LEAP Program requirements
- **LEAP Employee Verification Form**: to be submitted, upon request, for each employee who may be a LEAP-qualified employee
- **Tacoma Public Utilities Service Area Map and List, Economically Distressed ZIP Codes Map and List**: for your reference on LEAP-qualified zoning areas

In addition, the City of Tacoma will also require from the Prime Contractor and all its Subcontractors:

- **Weekly Certified Payrolls and No Work Performed Statements**: to be submitted via LCP Tracker weekly, biweekly or monthly.
- **Statement of Intent to Pay Prevailing Wages**: to be submitted prior to commencing work
- **Affidavit of Wages Paid**: to be submitted upon completion of each contractor’s work
- **Document Verification**: provide required information when requested from LEAP Office

Please submit above documents as instructed by the LEAP Coordinator.

If you have any questions or request further information, please feel free to contact the City of Tacoma’s LEAP Program at (253) 591-5590 or leap@cityoftacoma.org
CHAPTER 1.90
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM

Sections:
1.90.010 Purpose.
1.90.020 Scope.
1.90.030 Definitions.
1.90.040 LEAP goals.
1.90.050 Repealed.
1.90.060 Effect of program on prime contractor/subcontractor relationship.
1.90.070 Apprentice utilization requirements – Bidding and contractual documents.
1.90.080 Enforcement.
1.90.090 Compliance with applicable law.
1.90.100 Review and reporting.
1.90.105 Authority
1.90.110 Interpretation.

1.90.010 Purpose.

The purpose of this Chapter is to establish a means of providing for the development of a trained and capable workforce possessing the skills necessary to fully participate in the construction trades.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.020 Scope.

The provisions of this Chapter shall apply to all Public Works or Improvements funded in whole or in part with City funds or funds which the City expends or administers in accordance with the terms of a grant.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.030 Definitions.

As used in this chapter, the following terms shall have the following meanings:

A. “Apprentice” shall mean a person enrolled in a course of training specific to a particular construction trade or craft, which training shall be approved by the Washington State Apprenticeship and Training Council established pursuant to RCW 49.04.010.

B. “Building Projects” shall mean all Public Works or Improvements having an Estimated Cost greater than $750,000.00, and for which a building permit must be issued pursuant to Chapter 1 of the current edition of the state building code (Uniform Building Code).

C. “City” shall mean all divisions and departments of the City of Tacoma, and all affiliated agencies, provided, however, that the Tacoma Community Redevelopment Authority shall not be included within this definition.

D. “Civil Projects” shall mean all Public Works or Improvements that are not defined as a “Building Project,” provided that those projects having an Estimated Cost of less than $250,000.00 shall not be included in this definition.

E. “Contractor or Service Provider” means a person, corporation, partnership, or joint venture entering into a contract with the City to construct a Public Work or Improvement.

F. “Director” shall mean the Director of Community and Economic Development, or the Director’s Designee.

G. “Economically Distressed ZIP Codes” shall mean ZIP codes in the Tacoma Public Utilities Service Area that meet two out of three (2/3) of the thresholds of:

1. High concentrations of residents living under 200% of the federal poverty line in terms of persons per acre (69th percentile)
2. High concentrations of unemployed people in terms of persons per acre (45th percentile)
3. High concentrations of people 25 years or older without a college degree in terms of persons per acre (75th percentile)

Said thresholds shall be updated within 30 days following any Prevailing Wage updates issued by the Washington State Labor and Industry. All updates are to be published on the first business day in August and in February of each calendar year.
H. “Electrical Utility” and “Water Utility” shall mean, respectively, the Light Division of the Department of Public Utilities of the City of Tacoma, and shall include the electrical and telecommunications services of that Division, and the Water Division of the Department of Public Utilities of the City of Tacoma.

I. “Estimated Cost” shall mean the anticipated cost of a Public Work or Improvement, as determined by the City, based upon the expected costs of materials, supplies, equipment, and labor, but excluding taxes and contingency funds.

J. “Estimated Labor Hours” shall mean the anticipated number of Labor Hours determined by the City to be necessary to construct a Public Work or Improvement and set forth in the specifications for the project, or as may be subsequently revised due to contract or project adjustment, or pursuant to an agreed upon change order.

K. “Existing Employee” shall mean an employee whom the Contractor or Service Provider can demonstrate was actively employed by the Contractor or Service Provider for at least 1000 hours in the calendar year prior to bid opening plus one month following bid opening, and who was performing work in the construction trades.

L. “Labor Hours” shall mean the actual number of hours worked by workers receiving an hourly wage who are employed on the site of a Public Work or Improvement, and who are subject to state or federal prevailing wage requirements. The term “Labor Hours” shall include hours performed by workers employed by the Contractor or Service Provider and all Subcontractors, and shall include additional hours worked as a result of a contract or project adjustment or pursuant to an agreed upon change order. The term “Labor Hours” shall not include hours worked by workers who are not subject to the prevailing wage requirements set forth in either RCW 39.12 or the Davis-Bacon Act - 40 U.S.C. 276 (a).

M. “LEAP Coordinator” shall mean the City of Tacoma staff member who administers LEAP.

N. “LEAP Program” or “Program” shall mean the City of Tacoma’s Local Employment and Apprenticeship Training Program, as described in this chapter.

O. “LEAP Regulations” or “Regulations” shall mean the rules and practices established in this document.

P. “LEAP Utilization Plan” shall mean the document submitted by the Contractor to the LEAP Coordinator which outlines how the associated goals will be met on the project.

Q. “Priority Hire Resident” shall mean any resident within the Economically Distressed ZIP Codes.

R. “Project Engineer” shall mean the City employee who directly supervises the engineering or administration of a particular construction project subject to this chapter.

S. “Public Work or Improvement” shall have the same meaning as provided in Section 39.04.010 RCW, as that Section may now exist or hereafter be amended.

T. “Resident of Tacoma” shall mean any person, not defined as a Resident of the Community Empowerment Zone, who continues to occupy a dwelling within the boundaries of the City of Tacoma, has a present intent to continue residency within the boundaries of the City, and who demonstrates the genuineness of that intent by producing evidence that the person’s presence is more than merely transitory in nature.

U. “Service Area - Electrical” or “Electrical Service Area” shall mean that area served with retail sales by the Electrical Utility of the City of Tacoma at the time a bid is published by the Electrical Utility for a Public Work or Improvement to be performed primarily for the Electrical Utility.

V. “Service Area - Water” or “Water Service Area” shall mean that area served with retail sales by the water utility of the City of Tacoma at the time a bid is published by the water utility for a Public Work or Improvement to be performed primarily for the water utility.

W. “Service Contract” shall mean all City contracts relating to a Public Work or Improvement which utilize labor at a City site and which are not within the exceptions to nor defined as “Building Projects” or “Civil Projects.”

X. “Subcontractor” means a person, corporation, partnership, or joint venture that has contracted with the Contractor or Service Provider to perform all or part of the work to construct a Public Work or Improvement by a Contractor.

Y. “Tacoma Public Utilities” means the City of Tacoma, Department of Public Utilities.

Z. “Tacoma Public Utilities Service Area” shall mean every ZIP code listed by Tacoma Public Utilities as an area that either receives services or maintains infrastructure to provide services.

AA. Washington State Labor and Industry Prevailing Wage shall mean the hourly wage, usual benefits and overtime, paid in the largest city in each county, to the majority of workers, laborers, and mechanics. Prevailing wages are established, by the Department of Labor & Industries, for each trade and occupation employed in the performance of public work. They are established separately for each county, and are reflective of local wage conditions.
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:

<table>
<thead>
<tr>
<th>Percent of Goal Met</th>
<th>Assessment per unmet hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>100%</td>
<td>$ 0.00</td>
</tr>
<tr>
<td>90% - 99%</td>
<td>$ 2.00</td>
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<tr>
<td>75% to 89%</td>
<td>$ 3.50</td>
</tr>
<tr>
<td>50% to 74%</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>1% to 49%</td>
<td>$ 7.50</td>
</tr>
<tr>
<td>0%</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

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. 26998 § 3; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.060 Effect of program on prime contractor/service provider - subcontractor relationship.

The LEAP Program shall not be construed so as to modify or interfere with any relationship between any Contractor or Service Provider and Subcontractor. The LEAP Program shall not grant the City any authority to control the manner or method of accomplishing any construction work that is additional to any authority retained by the City in a Public Works contract.

(Ord. 26698 § 4; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.070 Apprentice utilization requirements – Bidding and contractual documents.

All packages of bid documents for every Building Project and every Civil Project shall incorporate provisions satisfactory to the City Attorney so as to allow enforcement of the provisions contained in this Chapter. Such contractual provisions may include liquidated damages, calculated to reimburse the City for the Contractor’s breach of these performance requirements, which shall be published with the City’s call for bids.

(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.080 Enforcement.

A. The Director shall review the Contractor’s or Service Provider’s and all Subcontractor’s employment practices during the performance of the work for compliance with LEAP Program requirements. On-site visits may be conducted as necessary to verify compliance with the requirements of the LEAP Program. The Contractor, Service Provider, or Subcontractors shall not deny to the City the right to interview its employees, provided that the Director shall make reasonable efforts to coordinate employee interviews with employers.

B. Any knowing failure or refusal to cooperate in compliance monitoring may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

C. The making of any material misrepresentation may disqualify the defaulting Contractor, Service Provider, or Subcontractor from eligibility for other City contracts.

D. Any action by the City, its officers and employees, under the provisions of this Chapter may be reviewed by the Board of Contracts and Awards, upon written application of the party so affected. Application shall be made within twenty (20) days of the date of the action upon which the appeal is based, and provided to the City by certified mail or by personal service. Any action taken by the Board of Contracts and Awards may be appealed to the City Council or Public Utility Board, as appropriate, and thereafter if desired, to the Superior Court of Pierce County, Washington, within fifteen (15) days of the previous decision.

(Ord. 26698 § 5; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.090 Compliance with applicable law.

Nothing in this Chapter shall excuse a Prime Contractor, Service Provider, or Subcontractor from complying with all relevant federal, state, and local laws.

(Ord. 26698 § 6; passed Sept. 12, 2000; Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.100 Review and reporting.

The City Manager and Director of Utilities shall review the Program on or before January 1, 2000, and every two (2) years thereafter, and shall report to the City Council and Public Utility Board the Manager’s and Director’s findings, conclusions, and recommendations as to the continued need for the Program, and any revisions thereto that should be considered by the Council and Board.
(Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.105 Authority.

The City Manager and the Director of Utilities shall have authority to jointly adopt policies and regulations consistent with this chapter to implement the LEAP program.

(Ord. 26698 § 7; passed Sept. 12, 2000: Ord. 26301 § 1; passed Oct. 6, 1998)

1.90.110 Interpretation.

This Chapter shall not be interpreted or construed so as to conflict with any state or federal law, nor shall this Chapter be enforced such that enforcement results in the violation of any applicable judicial order.

(Ord. 26301 § 1; passed Oct. 6, 1998)
LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP)

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award:

- **Provide information to the LEAP Office (see LEAP contact information below).** Provide the name and email address of the person(s) who will oversee LEAP utilization and payrolls.
- **LEAP Employee Verification.** Proof of residency may be requested for employees who may be LEAP-Qualified and may be able to help meet the LEAP Requirements.
- **All certified payrolls.** Prime contractor is responsible for ensuring their, and their subcontractors’, payrolls are submitted via LCP Tracker. By submitting payrolls in LCP Tracker before the Labor & Industry’s website, you can reduce data entry.

The City of Tacoma’s LEAP office enforces varying workforce utilization requirements on City projects based on certain monetary thresholds and project locations.

**Local Employment Utilization Requirement** - the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by journey or apprentice level craft workers who are residents of the City of Tacoma or Economically Distressed Zip Codes.

**Apprenticeship Utilization Requirement** – the Prime Contractor performing a qualifying public work or improvement must ensure that 15 percent of the total labor hours worked on the project are performed by apprentices who are residents of the Tacoma Public Utilities Service Area.

*Exceptions:* If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is subject to the:

1. **15% Local Employment Utilization Requirement**
2. **15% Apprentice Utilization Requirement**

LEAP staff can assist contractors in identifying qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City’s LEAP Office at (253) 591-5590. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 900, Tacoma, WA 98402. [www.cityoftacoma.org/leap](http://www.cityoftacoma.org/leap)
LEAP EMPLOYEE VERIFICATION FORM
Submit upon request from LEAP Office

Contractor/Sub: ___________________________ Specification Number: ___________________________

Project Description: _____________________________________________________________

Employee Name: ___________________________ Craft: _____________________________

Ethnic Group (optional): □ Asian/Pac Isl. □ Black □ Hispanic □ Native American □ White □ Other

Gender (optional): □ MALE □ FEMALE

Complete Physical Address (No PO Boxes): _______________________________________

City: ________ State: ________ Zip: ________ Telephone: ___________ Date of Hire: ___________

Apprenticeship County: _________ 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.

........................................................................................................................................

____ 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: ____________________________________________

Revised 06/2023   DT
LOCAL EMPLOYEE REQUIREMENT ONLY

City of Tacoma
(Journeyman AND Apprentice)

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<tr>
<th>Zip Code</th>
<th>Zip Code</th>
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<tr>
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<td>98418</td>
<td></td>
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Check addresses here:
https://tacoma.maps.arcgis.com/apps/webappviewer/index.html?id=38107f6b096a4b8280c0d9b8a05bc7eb
### LOCAL EMPLOYEE REQUIREMENT ONLY

Economically Distressed Areas  
(Journeyman AND Apprentice)

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<tr>
<th>Zip Code</th>
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<th>Unemployed</th>
<th>25+ College</th>
<th>Area</th>
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<td>98002</td>
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<td>Auburn</td>
</tr>
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<td>98304</td>
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<td>Y</td>
<td></td>
<td>Ashford/Rainier</td>
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<tr>
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<td>Y</td>
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<td>Carbonado</td>
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<td>Stadium/St. Helens</td>
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<td></td>
<td>Eastside</td>
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<td>Hilltop/Central</td>
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<td>South End</td>
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<td>South Tacoma</td>
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<td>Lincoln/South End</td>
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<td>Port</td>
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<td>McChord AFB</td>
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<td>Parkland</td>
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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.