



City of Tacoma
Environmental Services Department

SPECIFICATION NO. ES21-0017F

2021 WASTEWATER CIPP SEWER REHABILITATION PROJECT IN VARIOUS TACOMA LOCATIONS

Project No. ENV-04024-06

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

SPECIFICATION NO.
ES21-0017F

**2021 WASTEWATER CIPP SEWER
REHABILITATION PROJECT IN VARIOUS
TACOMA LOCATIONS**

PROJECT NO. ENV-04024-06



07/22/2021

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

SPECIFICATION NO. ES21-0017F

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City of Tacoma
Environmental Services Department/Science and Engineering Division

REQUEST FOR BIDS ES21-0017F
2021 Wastewater CIPP Sewer Rehabilitation Project in Various Tacoma Locations

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 24, 2021

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, bids@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email: bids@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal
By Carrier: If possible, please include a flash drive of your full submittal. City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th Street Tacoma, WA 98409
In Person: If possible, please include a flash drive of your full submittal. City of Tacoma Procurement & Payables Division Tacoma Public Utilities Administration Building North Guard House (east side of main building) 3628 S 35 th Street Tacoma, WA 98409
By Mail: If possible, please include a flash drive of your full submittal. City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007

Bid Opening: Held virtually each Tuesday at 11 AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to a RFB will be recorded as received. As soon as possible 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: Due to the COVID-19 Pandemic, a pre-proposal meeting will be held via conference call at 10:00 AM PT, Monday, August 16, 2021. The phone number is 1-888-850-4523 and the conference code is 544766 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 call in.

Project Scope: This Contract shall generally consist of rehabilitating approximately 12,805 linear feet of 8-inch to 24-inch diameter wastewater 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: \$910,000 to \$940,000

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

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

Federal 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 Doreen Klaaskate, Senior Buyer by email to dklaaskate@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.

CITY OF TACOMA

Special Instructions

Equity in Contracting 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 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](#).

Bidders on City of Tacoma contracts are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A bidder 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 bidder or by identified subcontractors. All SBE goals may be met by using DBEs or SBEs from the OMWBE list. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by the State of Washington's Office of Minority and Women Business Enterprises 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 at 253-591-5075 between 8 AM and 4:30 PM, Monday through Friday.

A list of OMWBE certified firms for Pierce, King, Lewis, Mason and Grays Harbor counties, is available on the following web site address: www.omwbe.diversitycompliance.com.

The Equity in Contracting (EIC) forms included in these bid documents must be fully and accurately completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

SPECIAL REMINDER TO ALL BIDDERS

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

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

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

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

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

Bidders shall meet the percent sub-contracting requirements listed on the EIC Requirement Form to be considered responsive. Bidders unable to meet the percent sub-contracting requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations Manual located in PART III of these Specifications.

FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.

POST AWARD FORMS EXECUTED UPON AWARD:

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

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

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):

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

LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or economically distressed areas of the Tacoma Public Utilities service area.
2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by apprentices who reside in the Tacoma Public Utilities service area.

NOTE: The two goals can be satisfied concurrently if the prime contractor utilizes individuals who simultaneously meet the requirements of both goals, such as an apprentice who resides in an economically distressed area of the Tacoma Public Utilities service area.

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

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

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

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

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

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

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

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

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

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

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

PART I

BID PROPOSAL AND CONTRACT FORMS

BID PROPOSAL

SPECIFICATION NO. ES21-0017F

2021 Wastewater CIPP 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 No. ES21-0017F and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
1. 1-05.3(6)	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
2. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
3. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
4. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
5. 1-10	Uniformed Police Officer for Traffic Control	50 Hours	\$ _____	\$ _____
6. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
7. 7-08	Temporary Sanitary Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
8. 7-08	Bypass Across Marine View Drive	Force Account	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

Contractor's Name: _____

Specification No. ES21-0017F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
9. 7-08	Bypass Side Sewer	Force Account	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
10. 7-20	Pre-Installation Cleaning and Inspection	12,805 Lin. Ft.	\$ _____	\$ _____
11. 7-20	Disposal of Waste Material	5 Ton	\$ _____	\$ _____
12. 7-21	Furnish and Install 8-inch Diameter CIPP	3,800 Lin. Ft.	\$ _____	\$ _____
13. 7-21	Furnish and Install 10-inch Diameter CIPP	653 Lin. Ft.	\$ _____	\$ _____
14. 7-21	Furnish and Install 12-inch Diameter CIPP	3,892 Lin. Ft.	\$ _____	\$ _____
15. 7-21	Furnish and Install 15-inch Diameter CIPP	930 Lin. Ft.	\$ _____	\$ _____
16. 7-21	Furnish and Install 18-inch Diameter CIPP	1,069 Lin. Ft.	\$ _____	\$ _____
17. 7-21	Furnish and Install 24-inch Diameter CIPP	2,461 Lin. Ft.	\$ _____	\$ _____
18. 7-21	Internal Reinstatement of Side Sewer	150 Each	\$ _____	\$ _____

Base Bid (Subtotal Items Nos. 1 - 18)

\$ _____

10.3% Sales Tax (Items Nos. 1 – 18)

\$ _____

Contractor's Name: _____
Specification No. ES21-0017F
Page 2 of 2

SIGNATURE PAGE

CITY OF TACOMA Environmental Services Department/Science & Engineering Division

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

REQUEST FOR BIDS SPECIFICATION NO. ES21-0017F 2021 WASTEWATER CIPP SEWER REHABILITATION PROJECT IN VARIOUS TACOMA LOCATIONS

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

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

SIGN HERE_____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**August 10, 2021**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

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

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

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

Do you have industrial insurance (workers' compensation) Coverage for 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

STATEMENT OF QUALIFICATIONS FOR CIPP CONTRACTOR

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

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

Manufacturer of CIPP:

Name: _____
Address: _____
Phone: _____ Contact Person: _____

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

Contractor:

Name: _____
Address: _____
Phone: _____ Contact Person: _____

List four or more successfully completed projects totaling a minimum of 50,000 linear feet using the CIPP rehabilitation technology that have been in service in the owner's system for at least one year for public agencies or municipalities:

#1 Project Name: _____
Owner: _____ Contact Person: _____
Size of Pipe: _____ Total Length Installed: _____
Method of Installation (Inversion or Pull-In): _____
Completion Date: _____

#2 Project Name: _____
Owner: _____ Contact Person: _____
Size of Pipe: _____ Total Length Installed: _____
Method of Installation (Inversion or Pull-In): _____
Completion Date: _____

#3 Project Name: _____
Owner: _____ Contact Person: _____
Size of Pipe: _____ Total Length Installed: _____
Method of Installation (Inversion or Pull-In): _____
Completion Date: _____

#4 Project Name: _____
Owner: _____ Contact Person: _____
Size of Pipe: _____ Total Length Installed: _____
Method of Installation (Inversion or Pull-In): _____
Completion Date: _____

Superintendent:

Name: _____
Address: _____
Phone: _____

List four or more successfully completed projects totaling a minimum of 25,000 linear feet using the CIPP rehabilitation technology that have been in service in the owner's system for at least one year for public agencies or municipalities:

#1 Project Name: _____
Owner: _____ Contact Person: _____
Name of Contractor Employed By: _____
Size of Pipe: _____ Total Length Installed: _____
Completion Date: _____

#2 Project Name: _____
Owner: _____ Contact Person: _____
Name of Contractor Employed By: _____
Size of Pipe: _____ Total Length Installed: _____
Completion Date: _____

#3 Project Name: _____
Owner: _____ Contact Person: _____
Name of Contractor Employed By: _____
Size of Pipe: _____ Total Length Installed: _____
Completion Date: _____

#4 Project Name: _____
Owner: _____ Contact Person: _____
Name of Contractor Employed By: _____
Size of Pipe: _____ Total Length Installed: _____
Completion Date: _____

Installation Crew Lead:

The installation crew lead shall have a minimum of 2 years of CIPP installation experience with the bidding contractor and shall be on the project site at all times.

Name: _____ Phone: _____
Address: _____

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

Resin Impregnation (Wet-out) Crew Lead:

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

Name: _____ Phone: _____

Address: _____

Describe Experience (minimum 2 year requirement): _____

Certified Boiler Technician (Heat Cure Only):

The Certified Boiler Technician shall have a minimum of 2 years 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 2 years of experience reinstating laterals with the bidding Contractor.

Name: _____ Phone: _____

Address: _____

Describe Experience (minimum 2 years 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 insure that the EIC-eligible 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. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

Equity in Contracting Requirements

Minority Business
Enterprise Requirement

4%

Women Business
Enterprise Requirement

2%

Small Business Enterprise
Requirement

6%

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

www.omwbe.diversitycompliance.com*

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

CCD/SBE: S.Ross
Date of Record: 05/24/21

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



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5075

EQUITY IN CONTRACTING UTILIZATION FORM

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

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete company names and phone numbers are required to verify your usage of qualifying firms.

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

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title _____ Signature of Responsible Officer _____ Date _____

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591- 5075 for additional information.

CONTRACT

Resolution No.
Contract No.

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

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

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

-
1. Specification No. **ES21-0017F** and **2021 Wastewater CIPP Sewer Rehabilitation Project in Various Tacoma Locations** together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. **ES21-0017F** and **2021 Wastewater CIPP Sewer Rehabilitation Project in Various Tacoma Locations**.
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
-

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

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
1. Contract
 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
\$ _____, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if

applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

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

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

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

SAMPLE



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

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

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

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

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INTRODUCTION

(*****)

The following special provisions shall be used in conjunction with the "2021 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:

(*****)

Due to the COVID-19 Pandemic, a pre-proposal meeting will be held via conference call at 10:00 AM PDT, Monday, August 16, 2021. The phone number is **1-888-850-4523** and the conference code is **544766** 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 call in.

DESCRIPTION OF WORK

(*****)

This Contract shall generally consist of rehabilitating approximately 12,805 linear feet of 8-inch to 24-inch diameter wastewater 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.

1
2 **1-01 DEFINITIONS AND TERMS**

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

6
7 *Delete the heading Completion Dates and the three paragraphs that follow it, and*
8 *replace them with the following:*
9

10 **Dates**

11 ***Bid Opening Date***

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

13 ***Award Date***

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

16 ***Contract Execution Date***

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

18 ***Notice to Proceed Date***

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

20 ***Substantial Completion Date***

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

26 ***Physical Completion Date***

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

30 ***Completion Date***

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

35 ***Final Acceptance Date***

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

38 *Supplement this Section with the following:*
39

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

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

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

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

7
8 **Additive**

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

12
13 **Alternate**

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

17
18 **Business Day**

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

21
22 **Contract Bond**

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

26
27 **Contract Documents**

28 See definition for "Contract".

29
30 **Contract Time**

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

33
34 **Notice of Award**

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

37
38 **Notice to Proceed**

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

42
43 **Traffic**

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

46
47 *This section is supplemented with the following:*
48 **(April 15, 2020 Tacoma GSP)**

49
50 All references to the acronym UDBE" shall be revised to read "DBE/EIC".
51

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

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

9
10 *Add the following new section:*

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

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

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

23
24 **Qualifications of the CIPP Contractor:**

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

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

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

40
41 Superintendent: A superintendent with the following minimum experience shall
42 supervise all pipe rehabilitation operations. The superintendent shall have CIPP
43 supervisory field experience on at least four successfully completed projects totaling a
44 minimum of 25,000 linear feet of CIPP installation. The superintendent shall also have a
45 minimum of one year of flow diversion supervisory field experience.

46
47 Installation Crew: The installation crew lead shall have a minimum of two years of CIPP
48 experience with the bidding Contractor and be on the project site at all times.

49
50 Resin Impregnation (Wet Out) Crew: At least one lead person from the CIPP Wet Out
51 crew shall have a minimum of two years of CIPP experience with the bidding Contractor.

Certified Boiler Technician (Heat 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, Wet Out 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
(June 27, 2011 APWA GSP)**

Delete this section and replace it with the following:

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

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

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

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

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

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

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

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

Delete this section and replace it with the following:

1
2 The Proposal Form will identify the project and its location and describe the work. It will
3 also list estimated quantities, units of measurement, the items of work, and the materials
4 to be furnished at the unit bid prices. The bidder shall complete spaces on the proposal
5 form that call for, but are not limited to, unit prices; extensions; summations; the total bid
6 amount; signatures; date; and, where applicable, retail sales taxes and acknowledgment
7 of addenda; the bidder's name, address, telephone number, and signature; the bidder's
8 UDBE/DBE/M/WBE commitment, if applicable; a State of Washington Contractor's
9 Registration Number; and a Business License Number, if applicable. Bids shall be
10 completed by typing or shall be printed in ink by hand, preferably in black ink. The
11 required certifications are included as part of the Proposal Form.
12

13 The Contracting Agency reserves the right to arrange the proposal forms with alternates
14 and additives, if such be to the advantage of the Contracting Agency. The bidder shall
15 bid on all alternates and additives set forth in the Proposal Form unless otherwise
16 specified.
17

18 **1-02.6 Preparation of Proposal** 19 **(July 11, 2018 APWA GSP)** 20

21 *Supplement the second paragraph with the following:*

- 22 4. If a minimum bid amount has been established for any item, the unit or lump
23 sum price must equal or exceed the minimum amount stated.
24 5. Any correction to a bid made by interlineation, alteration, or erasure, shall be
25 initialed by the signer of the bid.
26

27 *Delete the last two paragraphs, and replace them with the following:*
28

29 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any
30 Subcontractor to perform those items of work.
31

32 The Bidder shall submit with their Bid a completed Contractor Certification Wage Law
33 Compliance form, provided by the Contracting Agency. Failure to return this certification
34 as part of the Bid Proposal package will make this Bid Nonresponsive and ineligible for
35 Award. A Contractor Certification of Wage Law Compliance form is included in the
36 Proposal Forms.
37

38 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.
39

40 A bid by a corporation shall be executed in the corporate name, by the president or a
41 vice president (or other corporate officer accompanied by evidence of authority to sign).
42

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

47 A bid by a joint venture shall be executed in the joint venture name and signed by a
48 member of the joint venture. A copy of the joint venture agreement shall be submitted
49 with the Bid Form if any UDBE requirements are to be satisfied through such an
50 agreement.
51

1
2 *The fourth paragraph is revised to read:*
3 **(*****)**

4
5 The bidder shall submit the following completed forms:
6 City of Tacoma – Equity in Contracting Utilization Form
7

8 **1-02.7 Bid Deposit**
9 **(*****)**

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

11
12 A deposit of at least 5 percent of the total Bid shall accompany each Bid. This deposit
13 may be cash, certified check, cashier's check, or a proposal bond (Surety bond). Any
14 proposal bond shall be on a form acceptable to the Contracting Agency and shall be
15 signed by the Bidder and the Surety. A proposal bond shall not be conditioned in any
16 way to modify the minimum 5 percent required. The Surety shall: (1) be registered with
17 the Washington State Insurance Commissioner, and (2) appear on the current
18 Authorized Insurance List in the State of Washington published by the Office of the
19 Insurance Commissioner.
20

21 The failure to furnish a Bid deposit of a minimum of 5 percent shall make the Bid
22 nonresponsive and shall cause the Bid to be rejected by the Contracting Agency.
23

24 If a Bid Bond is furnished, the form furnished by the Contracting Agency must be
25 followed. No variations from the language thereof will be accepted.
26

27 If submitting your bid electronically, a scanned version of the original bid bond must
28 accompany your electronic bid submittal. The original bid bond shall be sent to the
29 Contracting Agency and postmarked no later than the day of bid opening.
30

31 **Original bid bonds will be delivered to:**

32
33 **City of Tacoma Procurement & Payables Division**
34 **Tacoma Public Utilities**
35 **P.O. Box 11007**
36 **Tacoma, WA 98411-0007**
37

38 If so stated in the Contract Provisions, cash will not be accepted for a bid deposit.
39

40 **1-02.9 Delivery of Proposal**
41 **(March 1, 2021 Tacoma GSP)**
42

43 *Delete this section and replace it with the following:*
44

45 Each Proposal shall be submitted in a sealed envelope or shall be submitted
46 electronically via email to bids@cityoftacoma.org, with the Project Name and Project
47 Number as stated in the Call for Bids clearly marked on the outside of the envelope, or
48 as otherwise required in the Bid Documents, to ensure proper handling and delivery.
49

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

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- 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 bids@cityoftacoma.org with "Supplemental Information" noted in the subject line.

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

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

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

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

Delete this section and replace it with the following:

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

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

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

The Bidder's written request to revise or supplement a Bid Proposal must be accompanied by the revised or supplemented package in its entirety. If the Bidder does 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://us02web.zoom.us/j/83250498294>

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.

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

Delete this section and replace it with the following:

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; 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.

1
2 The basis for evaluation of Bidder compliance with these supplemental criteria shall be
3 any documents or facts obtained by Contracting Agency (whether from the Bidder or
4 third parties) which any reasonable owner would rely on for determining such
5 compliance, including but not limited to: (i) financial, historical, or operational data from
6 the Bidder; (ii) information obtained directly by the Contracting Agency from owners for
7 whom the Bidder has worked, or other public agencies or private enterprises; and (iii)
8 any additional information obtained by the Contracting Agency which is believed to be
9 relevant to the matter.

10
11 If the Contracting Agency determines the Bidder does not meet the bidder responsibility
12 criteria above and is therefore not a responsible Bidder, the Contracting Agency shall
13 notify the Bidder in writing, with the reasons for its determination. If the Bidder disagrees
14 with this determination, it may appeal the determination within 24 hours of receipt of the
15 Contracting Agency's determination by presenting its appeal to the Contracting Agency.
16 The Contracting Agency will consider the appeal before issuing its final determination. If
17 the final determination affirms that the Bidder is not responsible, the Contracting Agency
18 will not execute a contract with any other Bidder until at least two business days after the
19 Bidder determined to be not responsible has received the final determination.

20 21 **1-02.15 Pre Award Information** 22 **(August 14, 2013 APWA GSP)**

23
24 *Revise this section to read:*

25
26 Before awarding any contract, the Contracting Agency may require one or more of these
27 items or actions of the apparent lowest responsible bidder:

- 28 1. A complete statement of the origin, composition, and manufacture of any or all
- 29 materials to be used,
- 30 2. Samples of these materials for quality and fitness tests,
- 31 3. A progress schedule (in a form the Contracting Agency requires) showing the
- 32 order of and time required for the various phases of the work,
- 33 4. A breakdown of costs assigned to any bid item,
- 34 5. Attendance at a conference with the Engineer or representatives of the Engineer,
- 35 6. Obtain, and furnish a copy of, a business license to do business in the city or
- 36 county where the work is located.
- 37 7. Any other information or action taken that is deemed necessary to ensure that
- 38 the bidder is the lowest responsible bidder.
- 39

40
41 **END OF SECTION**

42 43 44 **1-03 AWARD AND EXECUTION OF CONTRACT**

45 46 **1-03.1 Consideration of Bids** 47 **(January 23, 2006 APWA GSP)**

48 *Revise the first paragraph to read:*
49

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 (October 1, 2005 APWA GSP)

Revise this section to read:

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

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

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

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

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

Delete the first paragraph and replace it with the following:

The successful bidder shall provide executed payment and performance bond(s) for the full contract amount. The bond may be a combined payment and performance bond; or

1 be separate payment and performance bonds. In the case of separate payment and
2 performance bonds, each shall be for the full contract amount. The bond(s) shall:

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

29
30 **1-03.5 Failure to Execute Contract**
31 **(April 15, 2020 Tacoma GSP)**

32 *The first sentence is revised to read:*

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

39
40
41 **END OF SECTION**
42
43

44 **1-04 SCOPE OF THE WORK**

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

49 *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.

1-04.6 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 "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.

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

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

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

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

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

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

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

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

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

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

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

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

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

51

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

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

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

9
10 The following is a general summary of submittal requirements. This summary is not
11 inclusive of all submittal requirements and does not relieve the Contractor of their
12 responsibility to provide submittals as noted in subsequent sections of the specifications.
13 The Contractor shall review each bid item and individual section in the applicable
14 provisions or specifications, as noted below, for specific requirements.
15

Section	Description
1-05.3(6)	Project Red Line Drawings
1-06.1	Proposed Material Sources
1-06.1(2)	Request for Approval of Material
1-06.3	Manufacturer's Certificate of Compliance
1-07.15	Temporary Water Pollution/Erosion Control Plan
1-07.15(1)	Spill Prevention, Control and Countermeasures (SPCC) Plan
1-07.16(1)	Property Owner Notification
1-08.3(2)	Progress Schedule
1-09.6	Equipment Rental Rates and Equipment Watch Sheets
1-09.9	Schedule Of Values
1-10.2	Traffic Control Plan
2-07.3(1)	Hydrant Permit
7-08.3(5)	Temporary Sanitary Sewer Bypass Plan
7-08.3(5)	Noise Variance Permits
7-20.2	Example CCTV Pre Installation Inspection and Reports
7-20.2	Example CCTV Post Installation Inspection and Reports
7-20.3(4)	Waste Material Disposal
7-21.1(2)	Manufacturer's Standards
7-21.1(2)	Certified Test Results for the Resin and Fabric Tubes
7-21.1(2)	Chemical Resistance Test Results
7-21.1(2)	CIPP Field Sample Test Results
7-21.1(2)	MSDS Sheets
7-21.1(2)	Informational Handout
7-21.2(4)	List of Admixtures
7-21.2(4)	Resin Baseline IR Spectrum Chemical Fingerprint on 8 1/2" x 11" Format
7-21.2(4)	Quantity of Colorant Based on the Percent of Resin Weight
7-21.2(5)	Engineering Design Calculations for Liner Thicknesses
7-21.3(1)	Sample Wet Out Sheet
7-21.3(1)	Signed Copy of Wet Out Sheet (Batch Ticket) for Each Liner
7-21.3(2)A	Lubricant Information
7-21.3(2)B	Resin Manufacturer's Recommended Cure & Cool Down Procedures, Including Time Limits
7-21.3(2)B	Accelerant Manufacturer's Recommended Cure & Cool Down Time Limits
7-21.3(2)C	Methods, Materials, Equipment, & Procedures for Sealing Annular Space
7-21.3(2)C	Verification of Compatibility Between the Liner/Resin & Annular Space Sealant Mixture
7-21.3(5)	Post-Installation CCTV Inspections and Inspection Reports
7-21.3(8)	Warranty

1-05.3(6) Project Red Line Drawings

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

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

4
5 The Contractor shall maintain drawings in good condition; protect from deterioration and
6 keep in a clean, dry, and secure location. The Project Red Line Drawings shall not be
7 used for construction purposes.

8
9 The Contractor shall provide to the City, access to Project Red Line Drawings at all
10 times during normal working hours.

11
12 Red line drawings shall be updated on a continuous basis. The Contractor shall bring
13 the up-to-date drawings to a monthly "red line review" meeting where the Engineer will
14 verify the maintenance of the Project Red Line Drawings as part of the condition
15 precedent to approving the monthly progress payment disbursement process. Monthly
16 progress payments to the Contractor may not be processed, if red line information for
17 the involved work to date has not been accurately recorded on the Project Red Line
18 Drawings.

19
20 At the completion of the construction work, prior to pre-final payment, all Project Red
21 Line Drawings shall be submitted to the Engineer.

22
23 A. Project Red Line Drawings:

24
25 Do not permanently conceal any work until required information has been recorded.
26 Mark drawings to show the actual installation where the installation varies from the
27 work as originally shown on the Contract drawings or indicated in the Contract
28 specifications. Give particular attention to information on concealed elements that
29 would be difficult to measure and record at a later date.

- 30
31 1. Changes and information shall be clearly drawn, described and shown
32 technically correct.
33 2. Mark drawings with red erasable pencil.
34 3. Record data as soon as possible after obtaining it.
35 4. Mark any new information.
36 5. Keep accurate measurements of horizontal and vertical locations of
37 underground services and utilities.
38 6. Mark any changes made where installation varies from that shown originally,
39 such as, in materials, equipments, locations, alignments, elevations, and any
40 other dimensions of the work.
41 7. For any work not demolished, abated, or salvaged, cross out and
42 appropriately annotate "Not Complete".
43 8. Indicate revisions to drawings with a "cloud" drawn around the revision and
44 note date the revision(s) was made.
45 9. Note Request For Change (RFC), Request For Information (RFI), and similar
46 identification, where applicable.

47
48 B. Format:

49
50 Identify and date each print; include the designation "PROJECT RED LINE
51 DRAWINGS" in a prominent location.

1. Prints: Organize Red Line Drawings into manageable sets. Include identification on cover sheets.
2. Identify cover sheets as follows:
 - Specification No.
 - Project Name
 - Date
 - "PROJECT RED LINE DRAWINGS"
 - Name of Engineer
 - Name of Contractor
3. Electronic Copies: Scan full-size (dimension size: 22x34) Project Red Line Drawings and submit, on a CD-R, in pdf format.

The lump sum Contract price for "Project Red Line Drawings" shall be full pay for all costs associated with, including but not limited to, documenting, revising, updating, maintaining, and submitting red line drawings at the completion of construction work.

1-05.3(8) Clarifications

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

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

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

1-05.4 Conformity With and Deviations from Plans and Stakes

Add the following two new sub-sections:

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

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

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

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

1
2 **1-05.7 Removal of Defective and Unauthorized Work**
3 **(October 1, 2005 APWA GSP)**

4 *Supplement this section with the following:*

5
6 If the Contractor fails to remedy defective or unauthorized work within the time specified
7 in a written notice from the Engineer, or fails to perform any part of the work required by
8 the Contract Documents, the Engineer may correct and remedy such work as may be
9 identified in the written notice, with Contracting Agency forces or by such other means
10 as the Contracting Agency may deem necessary.

11
12 If the Contractor fails to comply with a written order to remedy what the Engineer
13 determines to be an emergency situation, the Engineer may have the defective and
14 unauthorized work corrected immediately, have the rejected work removed and
15 replaced, or have work the Contractor refuses to perform completed by using
16 Contracting Agency or other forces. An emergency situation is any situation when, in the
17 opinion of the Engineer, a delay in its remedy could be potentially unsafe, or might cause
18 serious risk of loss or damage to the public.

19
20 Direct or indirect costs incurred by the Contracting Agency attributable to correcting and
21 remedying defective or unauthorized work, or work the Contractor failed or refused to
22 perform, shall be paid by the Contractor. Payment will be deducted by the Engineer from
23 monies due, or to become due, the Contractor. Such direct and indirect costs shall
24 include in particular, but without limitation, compensation for additional professional
25 services required, and costs for repair and replacement of work of others destroyed or
26 damaged by correction, removal, or replacement of the Contractor's unauthorized work.

27
28 No adjustment in Contract time or compensation will be allowed because of the delay in
29 the performance of the work attributable to the exercise of the Contracting Agency's
30 rights provided by this Section.

31
32 The rights exercised under the provisions of this section shall not diminish the
33 Contracting Agency's right to pursue any other avenue for additional remedy or
34 damages with respect to the Contractor's failure to perform the work as required.

35
36 **1-05.11 Final Inspection**

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

38
39 **1-05.11 Final Inspections and Operational Testing**
40 **(October 1, 2005 APWA GSP)**

41
42 **1-05.11(1) Substantial Completion Date**

43
44 When the Contractor considers the work to be substantially complete, the Contractor
45 shall so notify the Engineer and request the Engineer establish the Substantial
46 Completion Date. The Contractor's request shall list the specific items of work that
47 remain to be completed in order to reach physical completion. The Engineer will
48 schedule an inspection of the work with the Contractor to determine the status of
49 completion. The Engineer may also establish the Substantial Completion Date
50 unilaterally.

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

7
8 Upon receipt of written notice concurring in or denying substantial completion, whichever
9 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized
10 interruption, the work necessary to reach Substantial and Physical Completion. The
11 Contractor shall provide the Engineer with a revised schedule indicating when the
12 Contractor expects to reach substantial and physical completion of the work.

13
14 The above process shall be repeated until the Engineer establishes the Substantial
15 Completion Date and the Contractor considers the work physically complete and ready
16 for final inspection.

17 18 **1-05.11(2) Final Inspection and Physical Completion Date**

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

30
31 If action to correct the listed deficiencies is not initiated within 7 days after receipt of the
32 written notice listing the deficiencies, the Engineer may, upon written notice to the
33 Contractor, take whatever steps are necessary to correct those deficiencies pursuant to
34 Section 1-05.7.

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

38
39 Upon correction of all deficiencies, the Engineer will notify the Contractor and the
40 Contracting Agency, in writing, of the date upon which the work was considered
41 physically complete. That date shall constitute the Physical Completion Date of the
42 Contract, but shall not imply acceptance of the work or that all the obligations of the
43 Contractor under the contract have been fulfilled.

44 45 **1-05.11(3) Operational Testing**

46
47 It is the intent of the Contracting Agency to have at the Physical Completion Date a
48 complete and operable system. Therefore when the work involves the installation of
49 machinery or other mechanical equipment; street lighting, electrical distribution or signal
50 systems; irrigation systems; buildings; or other similar work it may be desirable for the
51 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

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

5
6 User registration, electronic and computer equipment, and internet connections are the
7 responsibility of each project participant.

8
9 Nothing in this specification or the subsequent communications supersedes the parties'
10 obligations and rights for copyright or document ownership as established by the
11 Contract Documents. The use of CAD files, processes, or design information distributed
12 in this system is intended only for the project specified herein.

13 14 **1-05.19(2) Training & Support**

15
16 A group training session scheduled by the Contracting Agency will be provided for the
17 Contractor at a City of Tacoma training facility. The training session duration is generally
18 4 hours. The Contractor's e-Builder® users are required to attend the scheduled training
19 sessions that they are assigned to. Requests for specific scheduled classes will be on a
20 first come first served basis by availability.

21 22 **1-05.19(3) Authorized Users**

23
24 Access to the web site will be by individuals who are licensed users.

- 25
- 26 1. The City will provide the Contractor with up to four licensed user accounts for the
 - 27 duration of the project. The sharing of user accounts is prohibited.
 - 28 2. Additional licensed user accounts may be purchased from e-Builder®.
 - 29 3. Authorized users will be contacted via e-mail with a temporary user password.
 - 30 The user shall update the required information at their first log-in and be
 - 31 responsible for proper password protection.
 - 32 4. Only entities with a direct Contract with the Contracting Agency will be allowed to
 - 33 be an authorized user.
- 34

35 36 **1-05.19(4) Communications**

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

- 39
- 40 1. Document Integrity and Revisions: Documents, comments, drawings and other
 - 41 data posted to the system remain a permanent component of the project. The
 - 42 originator, time and date are recorded for each document submitted to the
 - 43 system. Submitting a new document or record with a unique ID, originator, and
 - 44 time stamp is the method used to make modifications or corrections.
 - 45 2. Document Security: The system provides a method for communication of
 - 46 documents. Documents allow security group assignment to respect the
 - 47 contractual parties' communication with the exception that the Contracting
 - 48 Agency Administrative Users have access to everything. **DO NOT POST**
 - 49 **PRIVATE OR CONFIDENTIAL ITEMS IN THE DATABASE.**
 - 50 3. Notifications and Distribution: Document distribution to project members may be
 - 51 accomplished both within the e-Builder® system and via email depending on

- 1 user settings. Project document distribution to parties outside of the project
2 communication system may be accomplished by secure email of outgoing
3 documents and attachments, readable by a standard email client.
- 4 4. Except for paper documents which require original signatures and large format
5 documents (greater than 11 x 17 inches), all other documents shall be submitted
6 by transmission in electronic form to the e-Builder® web site by licensed users.
- 7 a. Large format documents may be transmitted by hardcopy and
8 electronically via e-Builder® as otherwise agreed, or as otherwise noted
9 in the specifications.
- 10 b. Electronic processes and document types that shall be managed via e-
11 Builder® include, but are not limited to:
- 12 i. Request for Information (RFI)
13 ii. Change Order (CO)
14 iii. Submittals
15 iv. Transmittals, including record of documents and materials
16 delivered in hard copy
17 v. Meeting Minutes
18 vi. Application for Payments
19 vii. Review Comments
20 viii. Inspector's Daily Field Reports (IDR)
21 ix. Construction Photographs
22 x. Drawings
23 xi. Supplemental Sketches
24 xii. Schedules
25 xiii. Specifications
26 xiv. Inspection Reports
27 xv. Survey Requests
28 xvi. TV Inspection Requests
29

30 **1-05.19(5) Record Keeping**

- 31
- 32 1. The Contracting Agency, their representatives, and the Contractor shall respond
33 to electronic documents received from e-Builder® and consider them as if
34 received in paper document form.
- 35 2. The Contracting Agency, their representatives, and the Contractor reserve the
36 right to reply or respond through e-Builder® to documents actually received in
37 paper document form.
- 38 3. The following are examples of paper documents which may require an original
39 signature:
- 40 a. Contract
41 b. Change Orders
42 c. Application & Certificates for Payment
43 d. Force Account and Protested Force Account forms
44

45 **1-05.19(6) Minimum Equipment Requirements**

46

47 In addition to other requirements specified in this Section, the Contractor shall be
48 responsible for providing suitable computers, necessary software and internet access to
49 utilize e-Builder®. Furthermore, Microsoft Word, Microsoft Excel, and Adobe Acrobat
50 Reader (compatible with current versions) are required. Contact e-Builder® for any

1 additional equipment requirements and support at the following website: <http://www.e-builder.net/services/support>.

2
3
4 No separate payment will be made for the use of e-Builder®, as this will be considered
5 incidental to the Contract. All costs incurred to carry out the requirements of utilizing and
6 maintaining e-Builder®, including but not limited to, labor, training, equipment, and
7 required software are the sole responsibility of the Contractor.
8

9
10 **END OF SECTION**
11

12
13 **1-06 CONTROL OF MATERIAL**
14

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

17 *The first sentence is revised to read:*
18

19 All materials and equipment shall be submitted for review in accordance with section 1-
20 05.3 of these special provisions.
21

22 For aggregates, the Contractor shall notify the Engineer of all proposed aggregates.
23 The Contractor shall use the Aggregate Source Approval (ASA) Database.
24

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

- 26
- 27 1. Shall be new, unless the Special Provisions or Standard Specifications permit
28 otherwise;
 - 29
 - 30 2. Shall meet the requirements of the Contract and be approved by the Engineer;
 - 31
 - 32 3. May be inspected or tested at any time during their preparation and use; and
 - 33
 - 34 4. Shall not be used in the Work if they become unfit after being previously
35 approved.
36

37 **1-06.1(1) Qualified Products List (QPL)**

38 *This section is revised in its entirety to read:*
39

40 QPL's are not accepted by the City.
41

42 **1-06.1(2) Request for Approval of Material (RAM)**

43 *This section is deleted in its entirety.*
44

45
46 **END OF SECTION**
47

48
49 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**
50

**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

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

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

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

- 16 1. Placing materials or equipment in staging or storage areas.
- 18 2. Refueling, washing, or maintaining equipment.
- 20 3. Stockpiling contaminated materials.

22 **SPCC Plan Element Requirements**

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

- 25 1. Responsible Personnel
26 Identify the name(s), title(s), and contact information, including a 24/7 emergency
27 contact number, for the personnel responsible for implementing and updating the
28 plan, including all spill responders.
- 30 2. Spill Reporting
31 List the names and telephone numbers of the Federal, State, and local agencies
32 the Contractor shall notify in the event of a spill. The City of Tacoma contact will
33 be the Wastewater Treatment Plant Operations number at 253.591.5595 and the
34 City Source Control Spill Response number at 253.502.2222.
- 36 3. Project and Site Information
37 Describe the following items:
38 A. The project Work.
39 B. The site location and boundaries.
40 C. The drainage pathways from the site, including both stormwater and sanitary
41 conveyance pathways.
42 D. Nearby waterways and sensitive areas and their distances from the site.
- 44 4. Potential Spill Sources
45 Describe each of the following for all potentially hazardous materials brought or
46 generated on-site (including materials used for equipment operation, refueling,
47 maintenance, or cleaning):
48 A. Name of material and its intended use.
49 B. Estimated maximum amount on-site at any one time.

- 1 C. Location(s) (including any equipment used below the ordinary high water line)
2 where the material will be staged, used, and stored and the distance(s) from
3 nearby waterways and sensitive areas.
- 4 D. Decontamination location and procedure for equipment that comes into
5 contact with the material.
- 6 E. Disposal procedures.
- 7 F. Include a Material Safety Data Sheet (MSDS) for each potentially hazardous
8 material.
- 9 5. Pre-Existing Contamination
10 Describe any pre-existing contamination and contaminant sources (such as
11 buried pipes or tanks) in the project area that are described in the Contract
12 documents. Identify equipment and work practices that will be used to prevent
13 the release of contamination.
14
- 15 6. Spill Prevention and Response Training
16 Describe how and when all personnel (including refueling Contractors and
17 Subcontractors) will be trained in spill prevention, containment, and response in
18 accordance with the Plan. Describe how and when all spill responders will be
19 trained in accordance with WAC 296-824.
20
- 21 7. Spill Prevention
22 Describe the following items:
23
24 A. Spill response kit contents and location(s).
25 B. Security measures for potential spill sources.
26 C. Secondary containment practices and structures for all containers to handle
27 the maximum volume of potential spill of hazardous materials.
28 D. Methods used to prevent stormwater from contacting hazardous materials.
29 E. Site inspection procedures and frequency.
30 F. Equipment and structure maintenance practices.
31 G. Daily inspection and cleanup procedures that ensure all equipment used
32 below the ordinary high water line is free of all external petroleum-based
33 products.
34 H. Refueling procedures for equipment that cannot be moved from below the
35 ordinary high water line.
36
- 37 8. Spill Response
38 Outline the response procedures the Contractor will follow for each scenario
39 listed below. Include a description of the actions the Contractor shall take and the
40 specific on-site spill response equipment that shall be used to assess the spill,
41 secure the area, contain and eliminate the spill source, and clean up and dispose
42 of spilled and contaminated material.
43
44 Response procedures shall be outlined in the Spill Response section and shall
45 include notification to the City of Tacoma Wastewater Treatment Plant
46 Operations number at 253.591.5595 and the City Source Control Spill Response
47 number at 253.502.2222.
48
49 A. A spill of each type of hazardous material at each location identified in 4,
50 above.
51 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.

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

3
4 5. All costs associated with updating the SPCC Plan as required by this
5 Specification.

6
7 As to other costs associated with releases or spills, the Contractor may request payment
8 as provided for in the Contract. No payment shall be made if the release or spill was
9 caused by or resulted from the Contractor's operations, negligence, or omissions.

10 11 **1-07.16 Protection and Restoration of Property**

12 13 **1-07.16(1) Private/Public Property** 14 **(*****)**

15 *This section is supplemented with the following:*

16
17 The Contractor shall contact all property owners and tenants in the vicinity of this project,
18 via newsletter/mailling, a minimum of one (1) week prior to start of construction.

19
20 The Contractor shall submit a simple informational handout aimed to educate property
21 owners on the odors associated with the lining process. The Contractor shall distribute
22 the informational handout to residents prior to the main segment rehabilitation. The
23 distribution area shall include the properties on the segment to be lined as well as the
24 properties on the upstream and downstream segments.

25
26 The Contractor shall provide a 24-hour notice to inform the resident of the time period
27 their side sewer will be out of commission, unless bypass is provided, and to
28 recommend against water usage during this period. The Contractor shall make personal
29 contact with any home or business which cannot be reconnected within the time stated
30 in the written notice and make provisions to bypass flows.

31
32 The newsletter/mailling shall include the following information:

- 33 • Project Name
- 34 • Name and address of Contractor
- 35 • Name and phone number of Contractor representatives, including an
36 emergency contact
- 37 • Name and phone number of City representative

38
39 The Contractor shall submit a draft of the property owner notifications prior to
40 posting/mailling.

41
42 **6501 S. 10th St., Tacoma, WA 98465 Hunt Middle School Access (Segments**
43 **6259417, 6265127, 6265111, 6264931, and 6264409)**

44
45 The Contractor shall contact Hunt Middle School Principal, Kim Messersmith, at (253)
46 571-2283 and email at ksmith1@tacoma.k12.wa.us , at minimum 14 days in advance, of
47 construction activities.

For access to the site, Contractor shall contact Tacoma Public School Planning and Development Project Manager, Kristine Anderson, at (253) 318-8076, at minimum 48 hours in advance, to coordinate access to the school property.

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
- CLICK! Network, Contact: Ken Mathes, phone: (253) 502-8851
- Puget Sound Energy, Contact: Mike Klapperich, Electric, phone: (253) 313-3790
- OR Amber Uhls, Gas, phone: (253) 476-6137
- CenturyLink, Contact: Eric Charity, phone: (206) 733-8871
- Comcast, Contact: Todd Gallant, phone: (253) 878-4955
- AT&T Broadband Information Services, Contact: Dan McGeough, phone: (425) 896-9830
- Level 3 Communications, Level3NetworkRelocations@Level3.com
- One-Number Locator Service "One Call System" telephone **1-800-424-5555**
- Verizon, Contact: David Lacombe, phone: (206) 305-5366
- MCI Metro Utility, Contact: Brad Landis, phone: (425) 229-3123
- Pierce County Contacts: Aaron Callanan, aaron.callanan@piercecounitywa.gov, phone: (253) 798-4207 and Juan Loyola, juan.loyola@piercecounitywa.gov
- Hunt Middle School Contact: Principal, Kim Messersmith, ksmith1@tacoma.k12.wa.us, phone: (253) 571-2283
- Tacoma Public Schools, Capital Projects Supervisor, Kristine Anderson, (253) 318-8076

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.

For detailed schedules, call (253) 591-5543 for garbage, recycling, and yard waste pick up 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

(December 17, 2019 Tacoma GSP)

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 B.

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:

'A' Street*, S. 13th St.*, 65th Avenue NE*, South J Street*, Division Avenue*, N. Cheyenne Street, Linden Lane, Browns Point Boulevard*, McMurray Road*, Marine View Drive*, South 10th Street, 6th Avenue*, S. State St., S. 14th St., S. Melrose St., S. 15th St.*, and alleys shall remain fully open to vehicular and pedestrian traffic at all times.

1 No work is permitted to occur within the City's various business districts and downtown
2 areas during the period from November 25, 2021 through January 2, 2022.

3
4 EXCEPTION:

- 5
6 • Alleys may be closed during construction/restoration, but should allow for
7 access from one end or the other if practicable. If the alley provides exclusive
8 access to properties with no other access means, then any proposed closure
9 of the alley (or situation in which property access is restricted and/or at least
10 10 feet of the alleyway cannot be maintained as passable) must be coordinated
11 with the affected property owners (and City services who might use the alley)
12 at least 10 calendar days in advance to determine an acceptable
13 date/time/duration for the work. Closures for a given alley shall not extend
14 across intersecting roadways nor include sequential segments of alley at the
15 same time. Contractor shall reopen alleys at the conclusion of each work shift,
16 or if the work requires continuous closure provisions, then affected properties
17 shall be contacted at least 10 calendar days in advance and access
18 arrangements made to the extent possible with respect to completing the
19 scope of work. Prior to work in alleyways, the Contractor shall contact Solid
20 Waste Department at 253-591-5544 at least 5 working days in advance
21 regarding potential impacts to solid waste pickup. It is recommended that the
22 Contractor schedule work in alleys around refuse pickup days or provide
23 measures to accommodate pickup around the construction activities.
- 24 • Non-arterial roadways (those not marked with an "*" in the list at the beginning
25 of this section) can be closed to through traffic, although paralleling non-arterial
26 closures are not permitted concurrently. Local traffic and property access shall
27 be maintained at all times, and when in proximity to (in-session) schools and/or
28 working on arrival/departure routes for (in-session) schools, the working times
29 shall be limited to 9:30 AM and 2:30 PM on weekdays (school days) or on
30 weekends from 9 AM to 9 PM or from 9 PM to 5 AM (with noise variance
31 approval). Contractor shall reopen the street and all parking areas at the
32 conclusion of each work shift.
- 33 • Work being performed on non-arterial streets that create an encroachment into
34 an intersecting arterial roadway may only do so with proper temporary traffic
35 control provisions, which include maintaining two-way traffic in separate lanes,
36 and only from 9 AM to 3 PM.
- 37 • Two-way (as applicable) traffic in separate lanes along all arterial streets (those
38 identified with an "*" in the list at the beginning of this section) must be
39 maintained as a default traffic control objective (exceptions are identified
40 below). Any work/work zone within an arterial roadway that requires a shift of
41 travel lanes (in order to maintain two-way traffic) is restricted to doing so only
42 from 9 AM to 3 PM (or from 9 PM to 5 AM with approved noise variance) and
43 must have written confirmation from the contractor that proper roadway vertical
44 and horizontal clearances are available (or can be made available through
45 contractor's means) within the proposed roadway space to be used for moving

1 traffic. Any work/work zone within an arterial roadway that only impacts parking
2 is permitted to be in effect from 7 AM to 5 PM (or 9 PM to 5 AM with approved
3 noise variance) with proper 72-hour (minimum) advance notice of parking
4 restrictions.

5 Exceptions:

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

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

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

41 • Any work/traffic control provision that affects pedestrian accessibility at a given
42 corner of an intersection must be limited to that given corner, with the remaining
43 three corners at the intersection (at a minimum) being used to facilitate a
44 pedestrian detour, until full accessibility or an accessible connection with at
45 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 on South J Street and associated Division Avenue must be coordinated at least two weeks in advance with the City/Sound Transit Hilltop Link Extension (HTLE) project for any potential work zone conflicts. If there is a determined conflict, efforts will be made to allow for concurrent work, but if it is not practical to do so, the HTLE project will have priority.
- Any work on 'A' Street (one-way) shall only impact the minimum number of through lanes required for the work and associated work zone and shall be coordinated with potential concurrent Environmental Services work to the south within the South 15th Street and Hood Street intersection. If practical, the 'A' Street work zone shall be set up to allow for unhindered access to I-705 at/in the vicinity of the South 13th Street intersection and shall not affect the associated traffic signal operations unless absolutely necessary. Any traffic control elements extending significantly south on 'A' Street may require permitting/concurrence from the Washington State Department of Transportation.
- 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 UPOs.

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 ten (10) calendar days in advance of the work.

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

1 by reason of a plan being rejected or modified, nor shall there be any additional payment
2 by reason of using a substitute plan.

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

8
9 A minimum of three (3) working days prior to any street closure, the Contractor shall
10 notify all entities below:

11		
12	Tacoma Fire Dept.	(253-591-5775)
13	Tacoma Police Dept.	(253-591-5932)
14	LESA Communications Center	(253-798-4721 - Opt.#2)
15	Tacoma Public Schools Transportation Office	(253-571-1853)
16	Pierce Transit	(253-581-8001)
17	Tacoma Environmental Services Solid Waste	(253-591-5544)
18	Tacoma Public Works Engineering Division	(253-591-5500)
19	Tacoma Public Works Streets and Grounds	(253-591-5495)
20		

21 **1-07.24 Rights of Way**
22 **(July 23, 2015 APWA GSP)**

23
24 *Delete this section and replace it with the following:*

25
26 Street Right of Way lines, limits of easements, and limits of construction permits are
27 indicated in the Plans. The Contractor's construction activities shall be confined within
28 these limits, unless arrangements for use of private property are made.

29
30 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of
31 way and easements, both permanent and temporary, necessary for carrying out the
32 work. Exceptions to this are noted in the Bid Documents or will be brought to the
33 Contractor's attention by a duly issued Addendum.

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

41
42 Whenever easements or rights of entry have not been acquired prior to advertising,
43 these areas are so noted in the Plans. The Contractor shall not proceed with any portion
44 of the work in areas where right of way, easements or rights of entry have not been
45 acquired until the Engineer certifies to the Contractor that the right of way or easement is
46 available or that the right of entry has been received. If the Contractor is delayed due to
47 acts of omission on the part of the Contracting Agency in obtaining easements, rights of
48 entry or right of way, the Contractor will be entitled to an extension of time. The
49 Contractor agrees that such delay shall not be a breach of contract.
50

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

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

3
4 Except in the case of emergency or unless otherwise approved by the Contracting
5 Agency, the normal straight time working hours for the contract shall be any consecutive
6 8-hour period between 7:00 a.m. and 6:00 p.m. of a working day with a maximum 1-hour
7 lunch break and a 5-day work week. The normal straight time 8-hour working period for
8 the contract shall be established at the preconstruction conference or prior to the
9 Contractor commencing the work.

10
11 If a Contractor desires to perform work on holidays, Saturdays, Sundays, or before 7:00
12 a.m. or after 6:00 p.m. on any day, the Contractor shall apply in writing to the Engineer
13 for permission to work such times. Permission to work longer than an 8-hour period
14 between 7:00 a.m. and 6:00 p.m. is not required. Such requests shall be submitted to
15 the Engineer no later than noon on the working day prior to the day for which the
16 Contractor is requesting permission to work.

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

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

40
41 **EXCEPTION: Mandatory night work specified in the Plans will not be subject to**
42 **overtime payments within the agreed upon nighttime working hours.**

43
44 *Add the following new section:*

45 **1-08.0(3) Reimbursement for Overtime Work of Contracting Agency Employees**

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

47
48 Where the Contractor elects to work on a Saturday, Sunday, or holiday, or longer than
49 an 8-hour work shift on a regular working day, as defined in the Standard Specifications,
50 such work shall be considered as overtime work. On all such overtime work, city staff
51 may be required at the discretion of the Engineer. In such case, the Contracting Agency

1 may deduct from amounts due or to become due to the Contractor for the costs in
2 excess of the straight-time costs for employees of the Contracting Agency required to
3 work overtime hours.

4
5 The Contractor by these specifications does hereby authorize the Engineer to deduct
6 such costs from the amount due or to become due to the Contractor.

7
8 **EXCEPTION: Mandatory night work specified in the Plans will not be subject to**
9 **overtime payments within the agreed upon nighttime working hours.**

10
11 **1-08.1 Subcontracting - D/M/WBE Reporting**
12 **(September 29, 2009 Tacoma GSP)**

13 *The eighth paragraph is revised to read:*

14
15 On all projects funded with Contracting Agency funds only, the Contractor shall certify to
16 the actual amounts paid Disadvantaged, Minority, or Women's Business Enterprise firms
17 that were used as subcontractors, lower tier subcontractors, manufacturers, regular
18 dealers, or service providers on the contract. This certification shall be submitted to the
19 Engineer, on the form provided by the Engineer, 20 calendar days after physical
20 completion of the contract.

21
22 **1-08.4 Prosecution of Work**

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

24
25 **1-08.4 Notice to Proceed and Prosecution of Work**
26 **(July 23, 2015 APWA GSP)**

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

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

45
46 **1-08.5 Time for Completion**
47 **(March 16, 2016 Tacoma GSP)**

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

49
50 Contract time shall begin on the first working day following the Notice to Proceed Date.
51

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:

(March 1, 2004 Tacoma GSP)

This project shall be physically completed within **100** working days.

1-08.9 Liquidated Damages

(August 14, 2013 APWA GSP)

Revise the fourth paragraph to read:

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring

1 after the Substantial Completion Date, liquidated damages shall be assessed on the
2 basis of direct engineering and related costs assignable to the project until the actual
3 Physical Completion Date of all the Contract Work. The Contractor shall complete the
4 remaining Work as promptly as possible. Upon request by the Project Engineer, the
5 Contractor shall furnish a written schedule for completing the physical Work on the
6 Contract.

7
8
9 **END OF SECTION**

10
11
12 **1-09 MEASUREMENT AND PAYMENT**

13
14 **1-09.6 Force Account**
15 **(October 10, 2008 APWA GSP)**

16 *Supplement this Section with the following:*

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

24
25 **(January 13, 2011 Tacoma GSP)**

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

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

36
37 **1-09.9 Payments**
38 **(March 13, 2012 APWA GSP)**

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

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

44
45 The Contractor shall submit a breakdown of the cost of lump sum bid items at the
46 Preconstruction Conference, to enable the Project Engineer to determine the Work
47 performed on a monthly basis. A breakdown is not required for lump sum items that
48 include a basis for incremental payments as part of the respective Specification. Absent
49 a lump sum breakdown, the Project Engineer will make a determination based on
50 information available. The Project Engineer's determination of the cost of work shall be
51 final.

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 Administration of Arbitration
(October 1, 2005 APWA GSP)**

Revise the third paragraph to read:

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

END OF SECTION

1-10 TEMPORARY TRAFFIC CONTROL

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

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 PD, and the Contractor shall grant the Tacoma PD the "first right of refusal" by contacting the Tacoma PD first as stated below.

The City 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

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

3 4 **Traffic Control Management**

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

6 **(January 3, 2017)**

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

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

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

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

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

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

30 31 **Signalized Intersections**

32 **(August 15, 2019 Tacoma GSP)**

33
34 When construction operations are such that an existing traffic signal is required to be
35 overridden to allow for traffic control measures, only a uniformed off-duty police officer
36 shall override the signal.

37
38 All off-duty officers shall be commissioned within the State of Washington.

39
40 Tacoma Police Department officers shall be the first choice for traffic control that
41 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The
42 Contractor shall first contact Tacoma Police Department, Special Events Sergeant, to
43 schedule police officers for the specified traffic control duty.

44
45 Tacoma Police Department
46 Special Events Sergeant
47 (253) 591-5932
48 TacomaPoliceEvents@ci.tacoma.wa.us

49
50 The Contractor shall request officers at least 48 hours in advance for scheduling, unless
51 an exception is approved by the Engineer.

The Contractor shall immediately notify the Engineer in writing if Tacoma PD cannot supply officers for the requested date(s). The Contractor shall include the written response from Tacoma PD 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 visitors, 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 (August 4, 2010 Tacoma GSP)

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

**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(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

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

7-08.3 Construction Requirements

This section is supplemented with the following:

7-08.3(5)A General Requirements

The Contractor shall design, operate, and install a bypass pumping system to maintain operation of the existing sewer systems throughout the duration of the project. 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 designated for rehabilitation. This diversion shall consist of pumping flow from an upstream manhole and discharging it to a manhole 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

1 shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall
2 be redirected into the appropriate sewer system. The discharge of sewage to private
3 property, city streets, sidewalks, storm sewer, or any location other than an approved
4 sanitary sewer is prohibited. The Contractor shall be liable for all cleanup, damages, and
5 resultant fines should the Contractor's operation cause any backups, overflows, or
6 property damage.

7
8 The Contractor shall be required to test the bypass pumping system in the presence of
9 the Engineer prior to taking any sewer system out of service.

10
11 Silenced pumps shall be used in all areas of night time work to minimize noise disruption
12 and meet the noise control requirements of Tacoma Municipal Code Chapter 8.122.

13
14 The Contractor may use lay-flat hose to bypass storm and sanitary sewers. The
15 Contractor shall ensure that sewage spills do not occur with the use of lay flat hoses. If
16 sewage spills occur, the Contractor will be required to use hard pipe for all sanitary
17 sewers.

18 19 **7-08.3(5)B Backup Equipment and Monitoring**

20
21 Bypass pumping shall be scheduled for continuous operation with back-up pumps,
22 generators, and other equipment available on-site at all times for periods of maintenance
23 and refueling or failure of the primary bypass pump(s). The Contractor shall provide
24 experienced monitoring personnel on site at all times to verify the bypass pumping
25 system remains functional. These individuals shall have the experience to operate and
26 maintain the bypass system to ensure there is continuous operation of the bypass
27 system.

28 29 **7-08.3(5)C Flow for Bypass System Design**

30
31 The Contractor is responsible for bypassing all flow present in the pipe at the time CIPP
32 installation is to occur, up to a maximum of full pipe flow. Flow can increase significantly
33 during rain events and remain increased for several days after rain events in both storm
34 and sanitary sewer pipes. If flow is greater than full pipe, the Contractor may elect to
35 wait for flow conditions to decrease to full pipe prior to removing the subject line from
36 service. Working days may be adjusted per Specification 1-08.5.

37
38 Once the Contractor removes a pipe from service, the Contractor is responsible for
39 bypassing all flow in the system, even if the system surcharges and exceeds full pipe
40 capacity, until the line is returned to service.

41 42 **7-08.3(5)D Bypass Side Sewers**

43
44 The Contractor shall coordinate activities with impacted property owners in accordance
45 with Section 1-07.16(1). Residential property owners shall be notified that their side
46 sewer will be out of service for a specified period of time up to a maximum of 8 hours at
47 a time.

48
49 If the Contractor is unable to install the pipe liner and reconnect any active side sewer(s)
50 within the time duration specified to the property owner, bypass pumping of the side
51 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 a 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 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.

7-08.3(5)F Bypass Pumping Plan for Segments 6271969 and 6253181 (S. J. St. From Division Avenue to S. 3rd St.)

Prior to any work on the wastewater segments 6271969 and 6253181, located in S. J. St. from Division Avenue to S. 3rd St., coordination with the Contracting Agency and Sound Transit Hill Top Extension Project at minimum, 14 days in advance, of work. The Contractor shall include a section in the Bypass Pumping Plan that specifically addresses how these segments will be bypassed. It shall be the Contractor's responsibility to verify the piping connection requirements and determine the bypass system design for the wastewater mains.

7-08.3(5)G Bypass Pumping Plan for Marine View Drive and McMurray Road NE

Prior to any work on the wastewater segments in Marine View Drive, coordination with the Contracting Agency shall occur. The Contractor shall include a section in the Bypass Pumping Plan that specifically addresses how these segments will be bypassed.

1 It shall be the Contractor's responsibility to verify the piping connection requirements and
2 determine the bypass system design for the wastewater mains.

3
4 Contractor shall submit the Temporary Traffic Control Plan and the Noise Variance
5 Permit for night work on Marine View Drive and McMurray Rd NE at minimum, 4 weeks
6 in advance, of work.

7
8 For bidding purposes, the Contractor shall assume a flow rate of 800 gpm.

9
10 **7-08.3(5)H Bypass Across Marine View Drive**

11
12 If it is necessary to locate sewer bypass lines across Marine View Drive travel lanes, the
13 piping shall be located below grade via trenching through the pavement. Bypass flow
14 ramps shall not be permitted on Marine View Drive. The Contractor shall include a
15 section in the site-specific Project Temporary Traffic Control Plan of how this work will be
16 addressed.

17
18 **7-08.4 Measurement**

19 *This section is supplemented with the following:*

20
21 No specific measurement shall apply to the lump sum item "Temporary ____ Sewer
22 Bypass".

23
24 No specific measurement shall apply to the lump sum item "Temporary ____ Sewer
25 Bypass Plan".

26
27 "Bypass Side Sewer" will be paid by force account in accordance with Section 1-09.6.

28
29 "Bypass Across Marine View Drive" will be paid by force account in accordance with
30 Section 1-09.6.

31
32 **7-08.5 Payment**

33 *This section is supplemented with the following:*

34
35 "Temporary ____ Sewer Bypass", per lump sum.

36
37 The lump sum Contract prices for "Temporary ____ Sewer Bypass" shall be full payment
38 for labor, equipment, and materials, including but not limited to, personnel, fuel,
39 monitoring, power, pumps, piping, barricades, emergency stand-by equipment,
40 trenching, surface restoration costs, and all other work necessary to maintain
41 uninterrupted storm and sanitary sewer services by bypassing the applicable sewer
42 system flows.

43
44 "Temporary ____ Sewer Bypass Plan", per lump sum

45
46 The lump sum Contract price for "Temporary ____ Sewer Bypass Plan" shall be full pay
47 for all costs, including but not limited to, preparing, submitting, revising, and resubmitting
48 revisions for the Temporary Bypass Plan.

49
50 "Bypass Side Sewer", by force account as provided in Section 1-09.6.

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

5
6 "Bypass Across Marine View Drive", by force account as provided in Section 1-09.6.

7
8 All labor, materials, and other costs associated with bypassing across Marine View
9 Drive, including the labor, equipment, fuel, monitoring, power, pumps, piping, trenching,
10 surface restoration costs, and all other work necessary to maintain uninterrupted
11 sanitary sewer bypassing across the roadway in accordance with these Specifications
12 will be paid by force account in accordance with Section 1-09.6.

13
14
15 **END OF SECTION**
16

17
18 *Add the following new section:*
19

20 **7-20 PRE-INSTALLATION CLEANING, INSPECTION AND ASSESSMENT OF**
21 **SEWER LINES**
22 **(*****)**
23

24 **7-20.1 Description**
25

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

29
30 **7-20.2 Submittals**
31

32 **Submittals Prior to Work:**
33

34 **Example CCTV Inspection**

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

41
42 Prior to performing CCTV inspections for this project, the Contractor shall submit
43 examples of prior CCTV inspection work. This submittal shall include a Pre-
44 Installation CCTV inspection, PACP database, and associated Inspection Report,
45 and a Post-Installation CCTV inspection, PACP database, and associated
46 Inspection Report. These shall be uploaded to e-Builder with other submittals
47 and will be reviewed by the Engineer to determine if the quality of the CCTV
48 image and the content of the inspection report is acceptable and if defects were
49 properly identified and documented on the Inspection Report.
50

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

6
7 If the Contractor hires any portion of this work out to a subcontractor, the
8 subcontractor shall submit examples as described above. The videos and
9 reports shall be prepared by the Contractor who will actively be performing the
10 work.

11
12 The Contractor or subcontractor shall be responsible for modifications to
13 equipment, software, and/or inspection procedures necessary to achieve report
14 material of acceptable quality. No CIPP work shall commence prior to approval
15 of the examples by the Engineer. Once accepted, the report material shall serve
16 as a standard for the remaining work.

17
18 The CCTV Inspection shall include the following information:

- 19 • Continuous Display
- 20 • Date of Inspection
- 21 • Main segment number
- 22 • Corresponding plan sheet number
- 23 • Upstream and downstream manhole numbers
- 24 • Current distance along the mainline

25
26 The Inspection Report shall include the following information:

- 27 • Date of Inspection
- 28 • Corresponding plan sheet number for segment
- 29 • Main segment number
- 30 • Upstream and Downstream Manhole Numbers
- 31 • Street Location
- 32 • Setup (Normal or Reverse Flow)
- 33 • Pipe size and material
- 34 • Status (Active or Inactive) of all side sewers
- 35 • Location, length, and depth of water of sags
- 36 • Location and description of defects
- 37 • Confirmation of ability or inability to rehabilitate the subject sewer main
38 segment using CIPP

39 40 **Submittals After Each Video Inspection:**

41 42 **Pre-Installation Inspection Reports**

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

45
46 The Pre-Installation Inspection and associated Inspection Report for a sewer main
47 segment shall be submitted to the Engineer at least five (5) working days prior to
48 requesting "wet-out" for that sewer main segment.

49 50 **Disposal Invoices**

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

6 **7-20.3 Construction Requirements**

8 **7-20.3(1) Equipment**

10 **Cleaning Equipment**

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

16 **Video Inspection Equipment**

17 The Contractor shall inspect the sewer interior walls of the sewer main pipe using a color
18 CCTV camera with a lens capable of rotating 360 degrees to allow the Contractor to look
19 directly up tees and wyes.

20
21 It is entirely the Contractor's responsibility to choose and provide the correct equipment
22 and software which will produce CCTV inspections and reports that meet the minimum
23 CCTV inspection standards of this Specification. Should any of the CCTV inspection
24 equipment become damaged or degraded during the course of this project, such that it is
25 not capable of producing the minimum standards, it shall be the Contractor's
26 responsibility to repair or replace the affected equipment. No additional work days or
27 payment will be granted for the repair or replacement of damaged or degraded
28 equipment.

30 **7-20.3(2) Personnel**

31
32 All CCTV inspections shall be performed by a NASSCO-PACP Certified operator who
33 documents the date of the inspection, the condition of the pipe at each phase including
34 before and after liner installation, breaks, obstacles, and side sewers by closed circuit
35 television.

37 **7-20.3(3) Cleaning**

38
39 Prior to conducting CCTV inspection, the Contractor shall clean the sewer main
40 segment. Clean shall be defined as the removal of all accumulations including sludge,
41 dirt, sand, rocks, asphalt, concrete, grout, grease, roots, and any other solid or semi-
42 solid material existing in the pipe with 100% debris removal. It will be the Contractor's
43 responsibility to make as many cleaning passes as necessary to meet the above
44 definition of clean.

45
46 All roots shall be removed from the sewer lines. Special attention shall be used during
47 the cleaning operation to assure removal of roots from the joints and side sewer
48 connections. Procedures may include the use of mechanical equipment such as rodding
49 machines, root cutters, porcupines, and high-velocity hydro-jet cleaners. Precautions
50 shall be taken by the Contractor in the use of cleaning equipment to avoid any damage
51 to the existing pipe. Any damage of the sewer main pipe resulting from the Contractor's

1 cleaning operations, regardless of the existing condition of the pipe, shall be the
2 responsibility of the Contractor.

3
4 Sludge, roots, dirt, sand, rocks, grease, and other solids or semi-solid material resulting
5 from the cleaning operation shall be removed at the downstream manhole of the
6 segment being cleaned and disposed of in accordance with Section 7-20.3(4). Passing
7 materials from manhole section to manhole section is not permitted.

8 9 **7-20.3(4) Waste Material Disposal**

10
11 The Contractor shall dispose of all waste material removed from sewers during cleaning
12 operations at the City of Tacoma Eductor Decant Facility, located at 2101 Cleveland
13 Way, Tacoma, WA, 98421, or at another off-site location licensed to receive sewage
14 waste. Off-site locations shall be submitted to the Engineer for approval prior to any
15 disposal. No facility disposal fees will apply to the use of the City's Eductor Decant
16 Facility.

17
18 The Contractor shall submit the name, address, and telephone number of the off-site
19 disposal location along with proof, such as copies of invoices, of disposal of materials.

20
21 If the material removed from the wastewater system is suspected of being contaminated
22 (from odor or visual appearance), the Contractor shall contact the Engineer immediately
23 before disposing of the waste at either the City's facility or any other disposal facility.

24
25 Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage
26 or spillage will occur. **Under no circumstances shall sewage or solids be dumped**
27 **onto the ground surface, streets, catch basins, or storm drains.**

28
29 The Contractor shall begin work on this project with a clean and empty truck. If the
30 Contractor chooses to use trucks containing waste material from this project on any
31 another project, City or non-City, the Contractor shall first dispose of waste from this
32 project and then ensure the truck is clean and empty again prior to restarting work on
33 this project.

34 35 **Conditions of Use for the City of Tacoma Eductor Decant Facility**

- 36
- 37 1. The Contractor, and any subcontractor hired to perform cleaning operations,
38 shall attend a short facility orientation prior to actual use of the site at a time
39 agreed upon with the Contractor and the City's maintenance staff. Contact Sewer
40 Transmission Operations and Maintenance Division at 253-591-5585 to schedule
41 an orientation of the facility.
42
 - 43 2. The facility hours are Monday - Friday from 7:00 AM - 2:30 PM and 3:30 PM -
44 4:00 PM. The facility is closed from 2:30 PM - 3:30 PM for City of Tacoma use
45 only. The Contractor shall contact the Sewer Transmission Operations and
46 Maintenance Division at 253-591-5585 a minimum of one hour prior to arrival at
47 the facility to schedule access. The Contractor may request to use the facility
48 outside of regular hours by calling the Sewer Transmission Operations and
49 Maintenance Division at 253-591-5585 between 7:00 AM and 4:00 PM, Monday
50 through Friday, a minimum of 48 hours in advance of the requested disposal date

1 and time. Any disposal requests outside of regular hours will be dependent on
2 operational requirements and staff availability at the time of the request.
3 3. When cleaning wastewater segments, all liquids shall be decanted as much as
4 possible from the truck back into the wastewater sewer system before dumping
5 at the Eductor Decant Facility.
6

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

8

9 The Contractor shall perform CCTV inspection after cleaning the sewer lines to
10 document the condition of the host pipe, verify the footages of side sewer connections,
11 and verify the lines were cleaned in accordance with these specifications.
12

13 Video footage shall be taken from center of manhole to center of manhole. If any
14 amount of the complete footage for the said segment is missing, the submittal will be
15 rejected and the Contractor shall re-inspect the segment to capture the full footage.
16

17 In order to allow for an accurate analysis of the condition of the existing sewer main/host
18 pipe, the Contractor shall ensure that the entire surface of the sewer main under
19 inspection is clearly visible. When the depth of sewage, which may be caused by
20 existing defects such as sags, offsets, voids, etc., obstructs the ability of the Engineer to
21 clearly view the sewer main/host pipe surface, the Contractor shall halt the inspection
22 and remove the sewage from the main using high velocity jetting machines, or other
23 non-destructive methods acceptable to the Engineer. Once the main section under
24 inspection is clear of sewage the inspection may resume.
25

26 If the incoming flows are sufficient to obstruct the ability of the Engineer to clearly view
27 the entire surface of the sewer main/host pipe under inspection, the Contractor shall
28 temporarily plug all incoming flows to the upstream manhole, and bypass pump around
29 the plugged segment and the sewer main segment under inspection. Bypass pumping
30 from the upstream manhole shall be utilized in accordance with Section 7-08 of these
31 Special Provisions.
32

33 Flows introduced by laterals are unavoidable and expected, however, should these flows
34 introduce sufficient fluids to obscure the visibility of the pipe, the Contractor shall halt the
35 inspection until the sewage has been removed.
36

37 If the Contractor should find rocks and sediments, grease, grout, protruding laterals, or
38 other obstructions that would otherwise prevent the installation of a liner, they shall halt
39 the inspection and remove said obstructions prior to completing the CCTV inspection.
40

41 The Contractor shall maintain a clean and clear lens for the duration of the CCTV
42 inspection. Should the lens become soiled, or fogged, or otherwise impaired to any
43 degree that impedes the ability to clearly see the condition of the pipe, the Contractor
44 shall halt the inspection and clean/clear the lens of any foreign matter impeding the
45 visual inspection. No additional compensation will be made for re-inspections required
46 by the Engineer due to soiled, fogged, or otherwise impaired camera lenses.
47

48 The Contractor shall maintain sufficient light levels within the main to allow for visual
49 inspection of the pipe walls for a minimum distance of three (3) feet in front of the
50 camera lens for all 8" to 10" pipe, and four (4) feet for all pipe sizes 12" and larger.

1 Additionally, the Contractor shall make certain that the light levels are not so bright that
2 visual inspection is impeded.

3
4 Should the camera get stuck in the sewer, the Contractor shall be responsible for all
5 costs in extracting it. Costs related to difficulties encountered during internal video
6 inspection are incidental to the contract, and claims will not be considered.

7 8 **7-20.3(6) Assessment of Sewer Lines**

9 10 **7-20.3(6)A General**

11
12 This Work shall generally consist of assessing the existing condition and ability to line a
13 sewer main segment.

14 15 **7-20.3(6)B Lining Feasibility**

16 17 **Pre-Installation Inspection Report Review**

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

22 23 **Minimum Acceptable Conditions**

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

32
33 The following sewer main pipe defects and conditions shall be considered as guidelines
34 when performing CCTV Inspection review and making lining feasibility assessments.

35 36 **Sags:**

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

42 43 **Protruding Laterals:**

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

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

6 7 Bends and Curves:

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

13 14 Offset Joints:

15 Any joint that is offset by more than one half ($\frac{1}{2}$) of an inch in an 8-inch diameter pipe or
16 one (1) inch in a 10-inch diameter pipe or larger shall be noted on the Video Inspection
17 Report and presented to the Engineer. The Engineer shall review the defect and make a
18 final determination of whether the offset is acceptable or needs to be repaired prior to
19 lining.

20 21 Roots:

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

27 28 Other Defects:

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

32 33 **7-20.4 Measurement**

34
35 The number of linear feet of the sewer main pipe cleaned and inspected will be
36 measured from center of manhole to the center of manhole verified by CCTV inspection.
37 This measurement will only be made one time, regardless of the number of passes it
38 takes to get the sewer main segment cleaned and inspected in accordance with these
39 Specifications.

40
41 "Disposal of Waste Materials" will be measured by the ton.

42 43 **7-20.5 Payment**

44
45 Payment will be made in accordance with Section 1-04.1, for each of the following Bid
46 items that are included in the Proposal:

47
48 "Pre-Installation Cleaning and Inspection", per linear foot
49

1 The unit contract price for "Pre-Installation Cleaning and Inspection", per linear foot, shall
2 be full pay for all labor, equipment, and materials required to clean, inspect and remove
3 any protruding laterals within the sewer main in accordance with these Specifications.

4
5 "Disposal of Waste Materials", per ton

6
7 The unit Contract price for "Disposal of Waste Materials", per ton, shall be full pay for all
8 labor, equipment, materials, transportation, and any disposal fees for non-Contracting
9 Agency owned waste facilities if not utilizing the City of Tacoma Eductor Decant Facility,
10 required to dispose of all waste materials removed from the sewer main pipe during
11 cleaning and rehabilitation operations in accordance with these Specifications.

12
13
14 **END OF SECTION**

15
16
17 *Add the following new section:*

18
19 **7-21 CURED-IN-PLACE PIPE REHABILITATION**
20 **(*****)**

21
22 **7-21.1 Description**

23
24 This Work shall consist of rehabilitating sanitary sewer pipelines using Cured-In-Place
25 Pipe (hereinafter referred to as CIPP) within the existing, structurally deteriorated pipe.

26
27 The rehabilitation of pipelines utilizing CIPP shall generally consist of the installation of a
28 resin-impregnated flexible felt tube when cured, shall extend the full length of the original
29 pipe and provide a structurally sound, smooth, jointless and watertight pipe. The
30 Contractor is responsible for proper, accurate and defect free installation of the new pipe
31 regardless of the methods described herein.

32
33 **7-21.1(1) Reference Specifications, Codes, and Standards**

34
35 The following documents form a part of this Specification to the extent stated herein and
36 shall be the latest editions thereof. Where differences exist between codes and
37 standards, the one affording the greatest protection shall apply, as determined by the
38 City.

39

40	ASTM F1216	Standard Practice for Rehabilitation of Existing
41		Pipelines and Conduits by the Inversion and Curing
42		of a Resin-Impregnated Tube.
43		
44	ASTM F1743	Standard Practice for Rehabilitation of Existing
45		Pipelines and Conduits by the Pull in and inflate
46		and Curing of a Resin-Impregnated Tube.
47		
48	ASTM D543	Test Method for Resistance of Plastics to Chemical
49		Reagents

50

ASTM D638	Standard Test Method for Tensile Properties of Plastics.
ASTM D790	Standard Test Methods for Flexural Properties of Unreinforced and Reinforced Plastics and Electrical Insulating Materials.
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

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. 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 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.
- B. 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.
- C. 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.

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

Chemical Solution	Concentration, percent
Tap Water (pH 6-9)	100
Nitric Acid	5

Phosphoric Acid	10
Sulfuric Acid	10
Gasoline	100
Vegetable Oil	100
Detergent	0.1
Soap	0.1

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

D. 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.

E. 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.

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

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

1 have sufficient strength to bridge missing pipe section, and be able to stretch to
2 fit irregular pipe sections and negotiate bends. Allowance shall be made for
3 circumferential and longitudinal stretching during installation. Diametric shrinking
4 during the curing process shall meet the requirements of ASTM D 5813, Section
5 6.3.1 or better.

- 6
- 7 3. The outside layer of the fabric tube shall be coated with an impermeable, flexible
8 membrane that will contain the resin during and after fabric tube impregnation,
9 and facilitate monitoring of the resin saturation during the resin impregnation
10 (wetout) procedure.
- 11
- 12 4. The fabric tube felt shall be homogeneous across the entire wall thickness
13 containing no intermediate or encapsulated elastomeric layer. No material shall
14 be included in the fabric tube that may cause de-lamination in the cured CIPP.
15 No dry or unsaturated layers shall be acceptable upon visual inspection as
16 evident by color contrast between the felt and the activated resin containing a
17 colorant.
- 18
- 19 5. The wall color of the interior pipe surface of CIPP after installation shall be a light
20 reflective color so that a clear detailed examination with CCTV inspection may be
21 made. The hue of the color shall be dark enough to distinguish a contrast
22 between the fully resin saturated felt fabric and dry or resin lean areas.
- 23
- 24 6. Seams in the fabric tube shall be equal to, or greater in strength than the non-
25 seamed felt fabric.
- 26
- 27 7. The outside of the fabric tube shall be marked with the name of the
28 manufacturer.
- 29
- 30 8. The nominal fabric tube wall thickness shall be constructed to the nearest 1.5
31 mm increment, rounded up from the design thickness for that section of installed
32 CIPP. Wall thickness transitions, in 1.5 mm increments or greater as
33 appropriate, may be fabricated into the fabric tube between installation entrance
34 and exit access points.
- 35
- 36 9. The minimum length of the fabric tube for any sewer main segment shall be that
37 deemed necessary by the installer to effectively span the distance from the
38 starting manhole to the terminating manhole or access point, plus that amount
39 required to run-in and run-out for the installation process.
- 40

41 **7-21.2(4) Resin**

- 42
- 43 1. The resin/liner system shall meet the 10,000 hour test in accordance with ASTM
44 D2990 or equivalent testing.
- 45
- 46 2. The resin shall be a chemically resistant isophthalic based polyester thermoset
47 resin and catalyst system, or epoxy resin and hardener that are compatible with
48 the installation process. Vinyl Esters may be used; however they shall only be
49 used when specifically called for by the Engineer. The resin should be able to
50 cure both in the presence and without the presence of water and the initiation
51 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 of the resin. The colorant shall be added concurrently with the organic peroxide activator solution, or immediately after adding it to the resin, to serve as a multi-purpose visual quality assurance indicator. For systems using a photo-initiator catalyst no colorant in the activated resin is required.
4. Prior to construction, the Contractor shall submit a baseline infrared spectrum chemical fingerprint of the type of resin to be used for this project on 8 ½" x 11" format.

7-21.2(5) CIPP Structural Requirements

1. The thickness of each liner installed shall be determined using calculation methods that are consistent with industry standards, City of Tacoma design requirements, and the requirements of all applicable ASTMs. The Contractor's Design Engineer shall submit stamped and signed designs prior to the installation of any liner. The design calculations shall be stamped and submitted by an engineer within the state of Washington. The designs shall include a step by step calculation that shows all equations, defines all variables, lists all assumptions, and clearly indicates all values used for the design.
2. The design engineer shall set the long term (50 year extrapolated) Creep Retention Factor at 50% of the initial design flexural modulus as determined by ASTM D790 test method.
3. The cured in place pipe material (CIPP) shall conform to the structural properties as listed below.

MINIMUM PHYSICAL PROPERTIES

Property	Test Method	Cured Composite
Wall Thickness	ASTM D2122	Per ASTM F1216
Flexural Modulus of Elasticity	ASTM D-790 (short term)	300,000 psi
Flexural Strength	ASTM D-790	4,500 psi

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

Design Safety Factor	2.0
Creep Retention Factor	50%
Ovality	2%
Modulus of passive soil reaction	1,000 psi
Groundwater Depth	Assume at surface

Soil Depth (above the crown)	See Plan Set
Live Load	H-20 (Highway Loading)
Soil Load (assumed)*	134 lb/cu. Ft.
Pipe Condition	Fully Deteriorated
Minimum service life	50 years

* No soils investigation related to this project has been performed.

7-21.3 Construction Requirements

7-21.3(1) 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. All water generated when cleaning stormwater segments shall be captured and discharged to the Sediment Removal System per Section 7-20.3(3)A.

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.

2. 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 accelerant is used the Contractor shall submit the adjusted cure and cool down periods based on the accelerant Manufacturer's

1 recommendations. Recirculation of the hot water or steam shall be maintained
2 continuously throughout this period.

- 3
- 4 4. During the cure and cool down process, the Contractor shall keep logs, charts
5 and/or graphs of the liner temperatures at the specified locations to ensure that
6 proper temperatures and cure times have been achieved. Certified cure logs and
7 cool down schedules shall be submitted for each installed liner.
- 8
- 9 5. The Contractor shall maintain the maximum and minimum pressure required to
10 hold the tube tight against the host pipe during the curing process until finished
11 curing, per manufacturer's recommendation.
- 12
- 13 6. When cooling with water or air, the exterior "skin" (interface) temperature on both
14 ends reaches 80 F or less, the processing shall be finished. The equipment may
15 then be disconnected.
- 16
- 17 7. Care shall be taken in the release of the static head so that a vacuum will not
18 develop that could damage the newly installed liner.
- 19
- 20 8. All water used or accumulated during the cure and cool down process of storm
21 sewers shall not be discharged back into the storm system or into receiving
22 waters, but shall be discharged to the sanitary sewer system. Prior to
23 discharging to the sanitary sewer, the cure water shall meet the minimum
24 conditions established in a Special Approved Discharge (SAD) permit. The City
25 will obtain the SAD permit. It shall be the Contractor's responsibility to maintain
26 compliance with the SAD permit.

27

28 **7-21.3(2)C Finished Pipe Liner**

29

- 30 1. The finished lining shall be continuous over the entire length of an installation run
31 and be free of visual defects, including but not limited to, foreign inclusions,
32 cracks, dry spots or unsaturated layers, pinholes, wrinkles, blisters, bulges, soft
33 spots, and de-lamination. The lining shall be impervious and free of any leakage
34 from the pipe to the surrounding ground or from the ground to inside the lined
35 pipe. If these conditions are present, the affected portions of CIPP will be
36 removed and replaced with an equivalent repair equal to the product installed.
- 37
- 38 2. Any defect, which will or could affect the structural integrity, strength, capacity, or
39 future maintenance of the installed liners, shall be repaired at the Contractor's
40 expense, in a manner approved by the Engineer.
- 41
- 42 3. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points
43 in the manhole, and the ends sealed with an epoxy or resin mixture compatible
44 with the liner/resin system and shall provide a watertight seal. Sealing material
45 and installation method shall be submitted and approved by the Engineer prior to
46 start of construction. Hydraulic cements and quick-set cement products are not
47 acceptable.
- 48

49 **7-21.3(3) Internal Reinstatement of Side Sewers**

50

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

7
8 Side sewer laterals shall not be overcut beyond the tolerances specified in these Special
9 Provisions. In the event a side sewer lateral is overcut, the Contractor shall repair using
10 a short liner and re-cut the side sewer lateral. No additional payment shall be paid for
11 the repair of overcut side sewer laterals.

12 13 **7-21.3(4) Locations of Side Sewer Laterals/Cut Sheets**

14
15 Main segment Cut Sheets will be provided to the Contractor within ten (10) working days
16 after the receipt of the Pre-Installation Inspection submittal. The Cut Sheets will be
17 developed after the Engineer has reviewed the Pre-Installation Inspection and
18 associated Inspection Reports. The Engineer will note the side sewer lateral footages
19 (as determined in the inspection), active/inactive status of the side sewer lateral
20 connection, and the clock position of the laterals on the cut sheet.

21
22 The Contractor shall only reinstate laterals that are identified as being active. If the
23 contractor reinstates a side sewer lateral that is inactive, the Contractor has effectively
24 introduced a point for infiltration to enter the sewer main segment. In this circumstance,
25 the Contractor shall perform, at their expense, an appropriate internal or external spot
26 repair to remove this potential source of infiltration. Spot repair methods and materials
27 shall be approved by the Engineer prior to implementation. No additional payment shall
28 be paid for the spot repair of side sewer lateral reinstatements.

29
30 If the Contractor fails to reconnect an active side sewer lateral the Contractor shall use
31 whatever means necessary to reinstate the side sewer lateral at his/her own expense.
32 The Contractor shall be held financially liable for all claims for damages resulting from
33 the missed reinstatement.

34 35 **7-21.3(5) Final Acceptance**

- 36
37 1. The Contractor shall perform a CCTV inspection in accordance with Section
38 8.6 of ASTM F1216 and ASTM F1743 after installation of the CIPP liner and
39 reconnection of the active side sewer laterals. The quality of the Post-
40 Installation CCTV inspection shall be held to the same standards as the Pre-
41 Installation CCTV inspection. During the CCTV inspection the pipe invert
42 shall be clear of any standing water and the pipe shall be continuously visible
43 during the inspection.
- 44
45 2. The Contractor shall submit to the Engineer, for acceptance and approval,
46 the unedited post-installation video, PACP database file, and associated
47 inspection report for each sewer main segment within **10 working days** of
48 the liner installation. The inspection report shall note the inspection date,
49 location of all reconnected side sewer laterals, debris, as well as any other
50 defects in the liner, including, but not limited to, gouges, cracks, bumps, or
51 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 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 warranties shall be considered for portions of the project that have not met the requirements of the contract or are defective or have been repaired.

7-21.4 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.

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 for ___ Sewer", per linear foot

The unit Contract price for "Furnish and Install ___-Inch Diameter CIPP for ___ Sewer", 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 for ___ Sewer", 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.

END OF SECTION

END OF SPECIAL PROVISIONS

APPENDIX A

PROJECT PLAN SET



2021 Wastewater CIPP Sewer Rehabilitation Project

Various Tacoma Locations

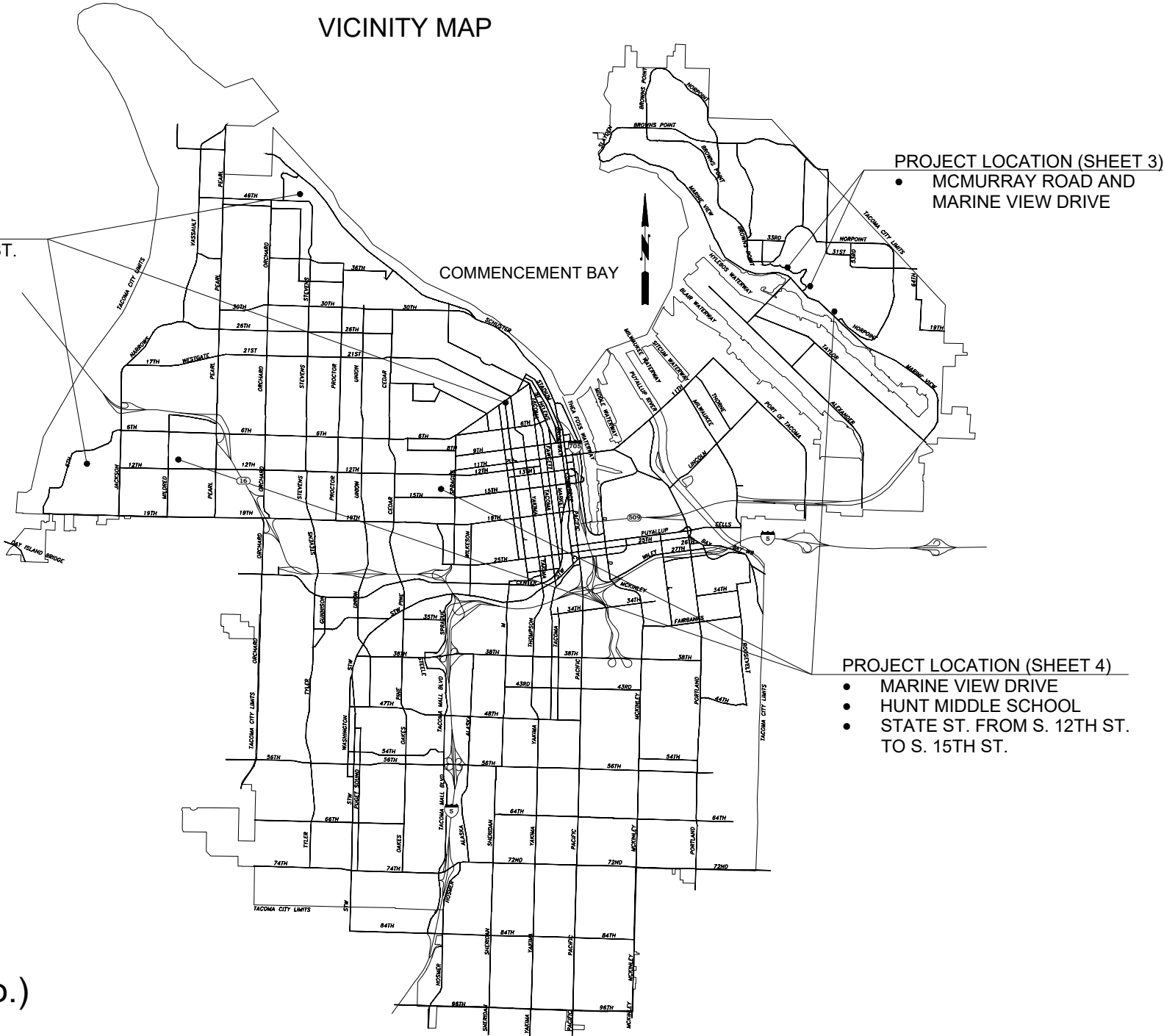
Environmental Services Department

July 2021

INDEX OF DRAWINGS	
SHEET NUMBER	TITLE OF DRAWINGS
1	Cover Sheet
2	Plan View
3	Plan View
4	Plan View
5	Notes

PROJECT LOCATION (SHEET 2)

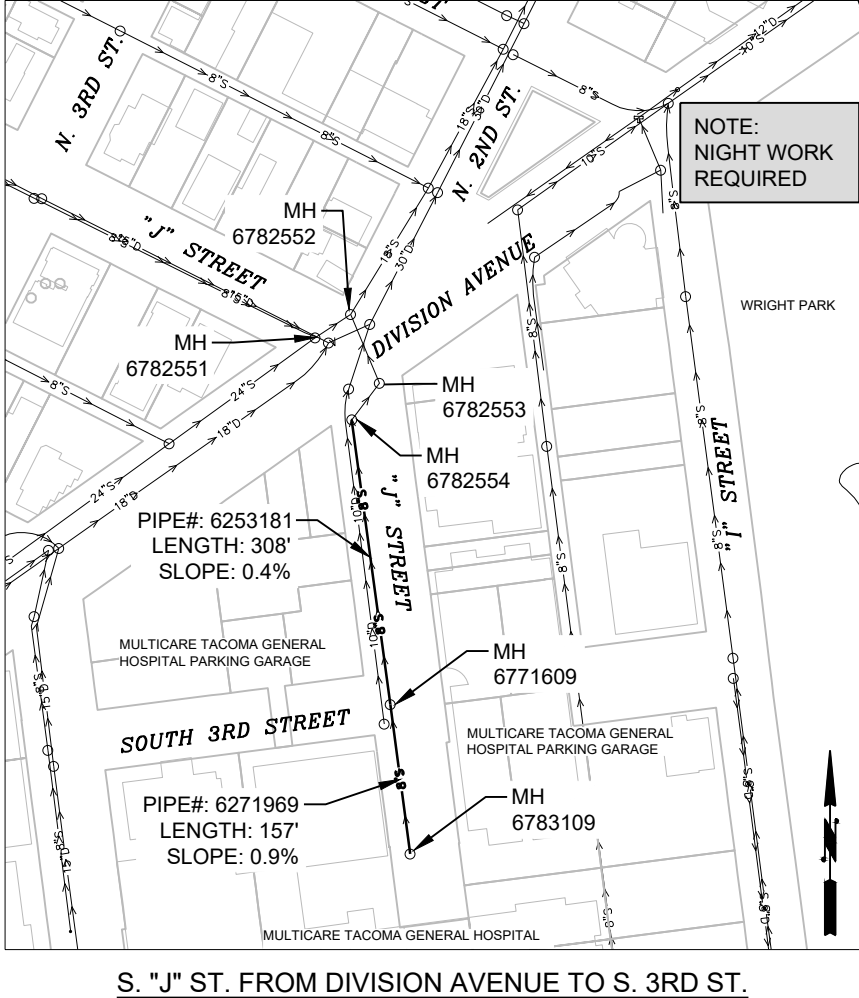
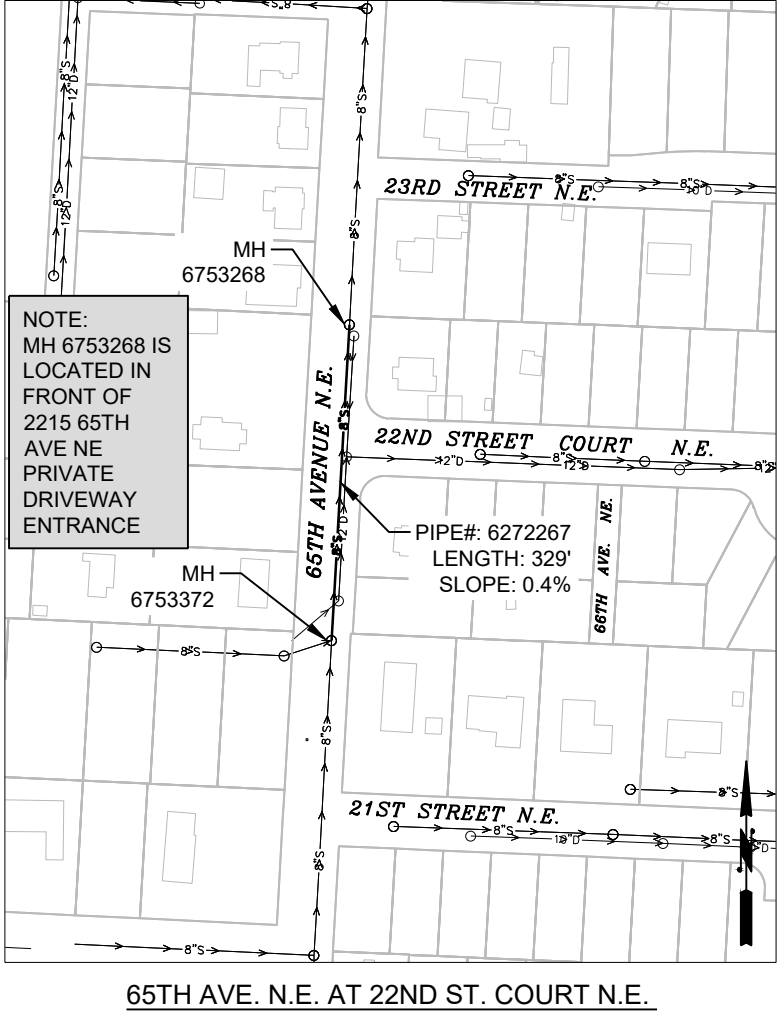
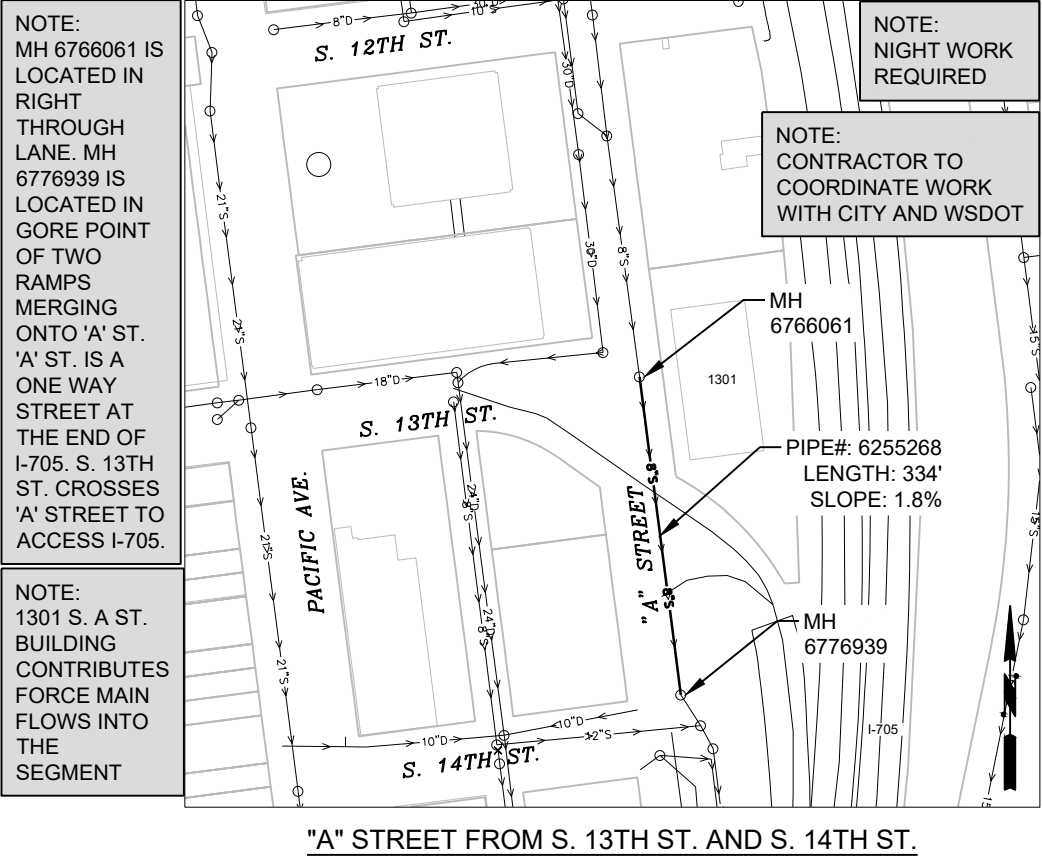
- S. J ST. FROM DIVISION AVENUE TO S. 3RD ST.
- N. CHEYENNE ST. AND 130' SOUTHEAST
- A STREET FROM S. 13TH ST. TO S. 14TH ST.
- 65TH AVE. N.E. AT 22ND ST. COURT N.E.
- LINDEN LANE AT S. 12TH ST.



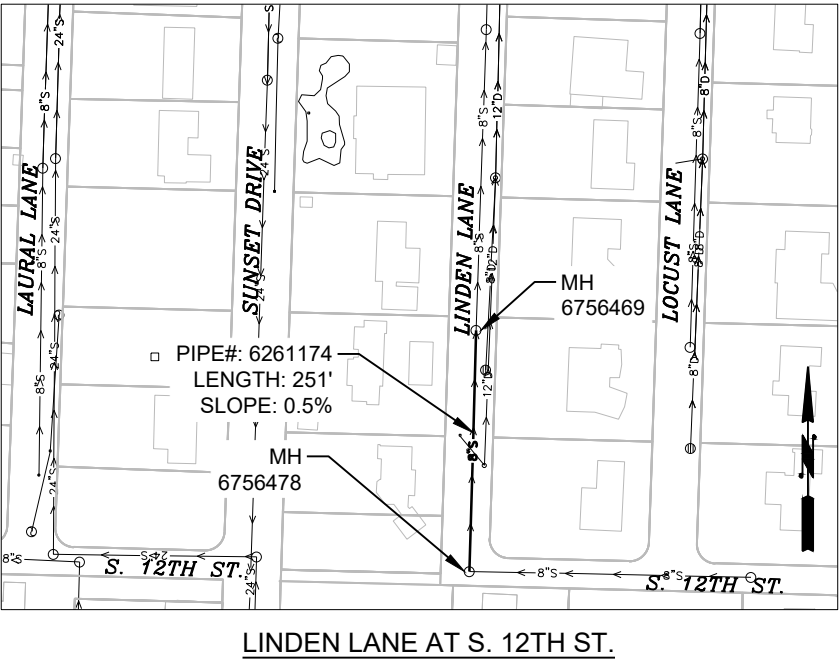
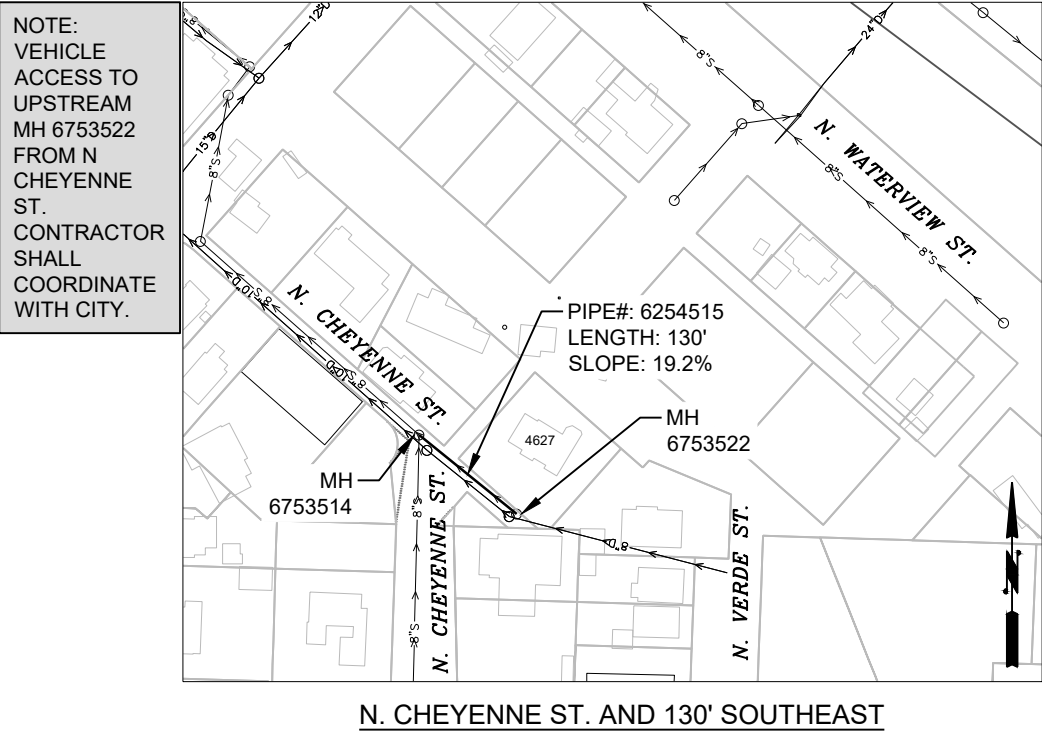
ENV-04024-06

ES21-0017F (Specification No.)

BID SET



NOTE: MH 6782554 IS A SQUARE VAULT LOCATED OUTSIDE OF THE INTERSECTION OF DIVISION AVE AND S. J. ST. MH 6771609 AND MH 6783109 ARE LOCATED ADJACENT TO MULTICARE TACOMA GENERAL HOSPITAL PARKING GARAGES. CONTRACTOR SHALL COORDINATE WITH CITY PER SPECIAL PROVISIONS SECTION 7-08.3(5)F FOR BYPASS OPERATIONS. ANY WORK ON SOUTH J STREET AND DIVISION AVENUE MUST BE COORDINATED AT LEAST TWO WEEKS IN ADVANCE WITH THE CITY AND SOUND TRANSIT HILL TOP EXTENSION PROJECT.



BID SET



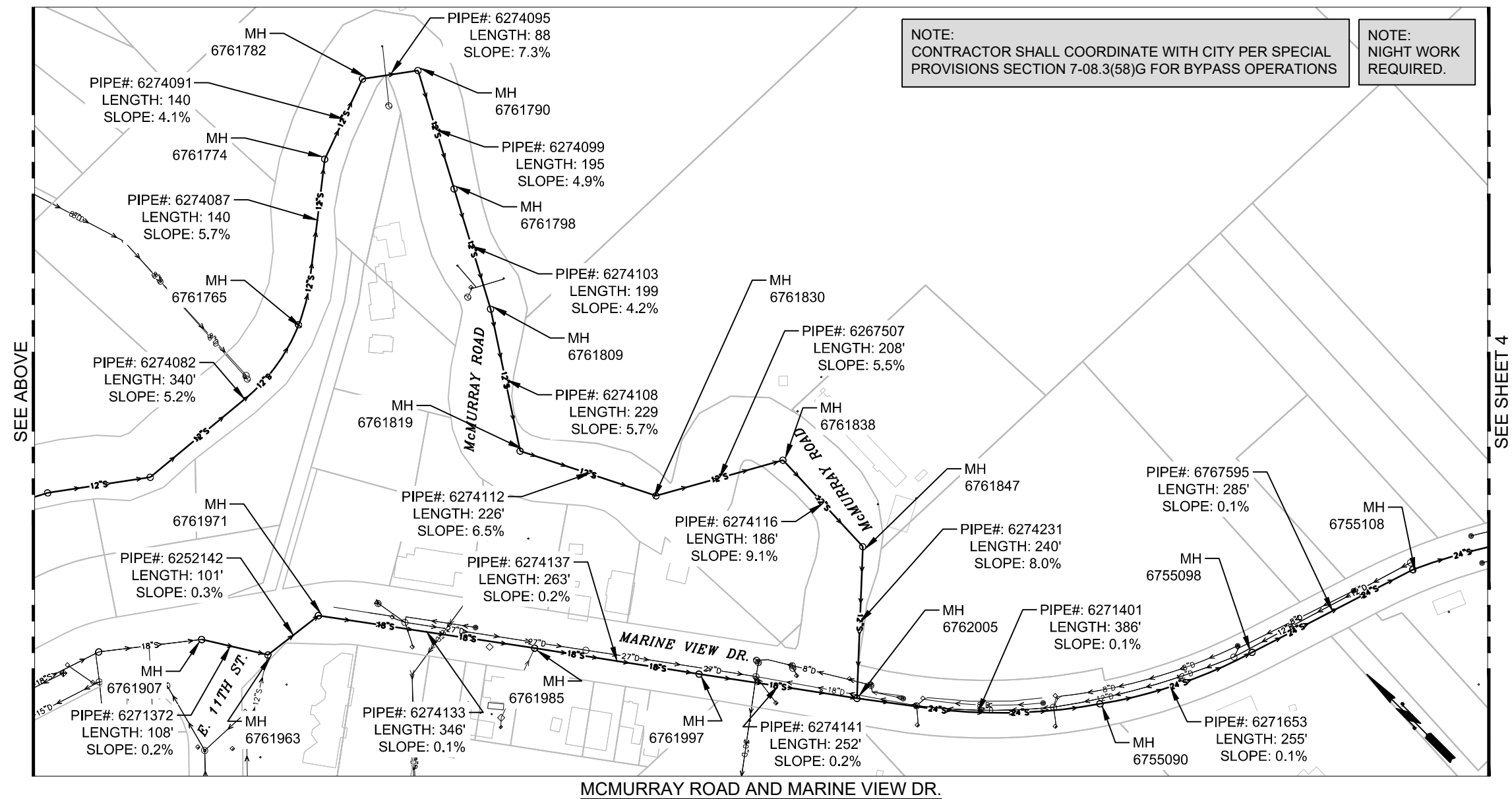
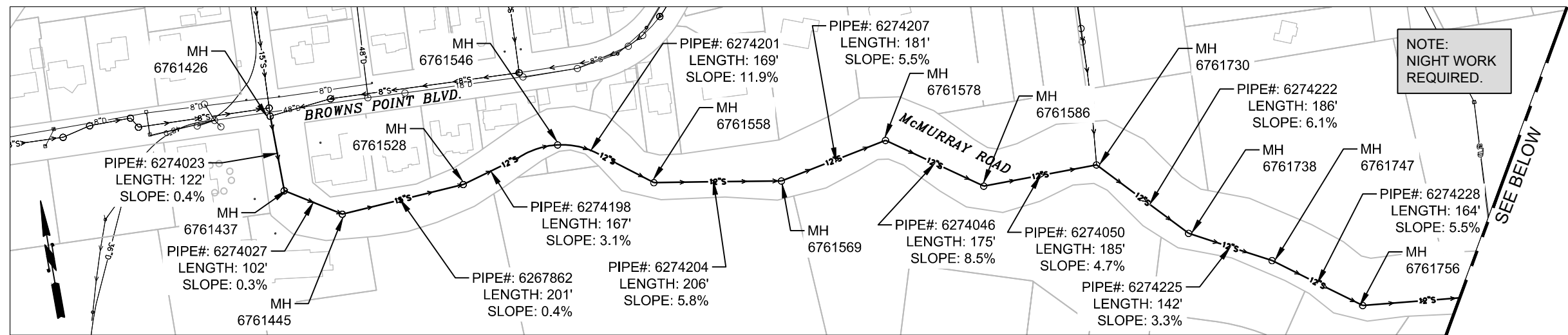
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FINAL CONSTRUCTION CHECKED	DATE 7/22/2021	SCALE 1" = 200'
BY	DESIGNED OAM	CHECKED KSP
DATE	DRAWN RJW	PROJECT NAME 2021 Wastewater CIPP Sewer Rehabilitation Project
FIELD BOOKS	DRAWING NAME	



CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
2021 Wastewater CIPP Sewer Rehabilitation Project
Various Tacoma Locations
Plan View

SPEC. NO.	ES21-0017F
WBS NO.	ENV-04024-06
SHEET NO.	2
SHEET	2 of 5



BID SET

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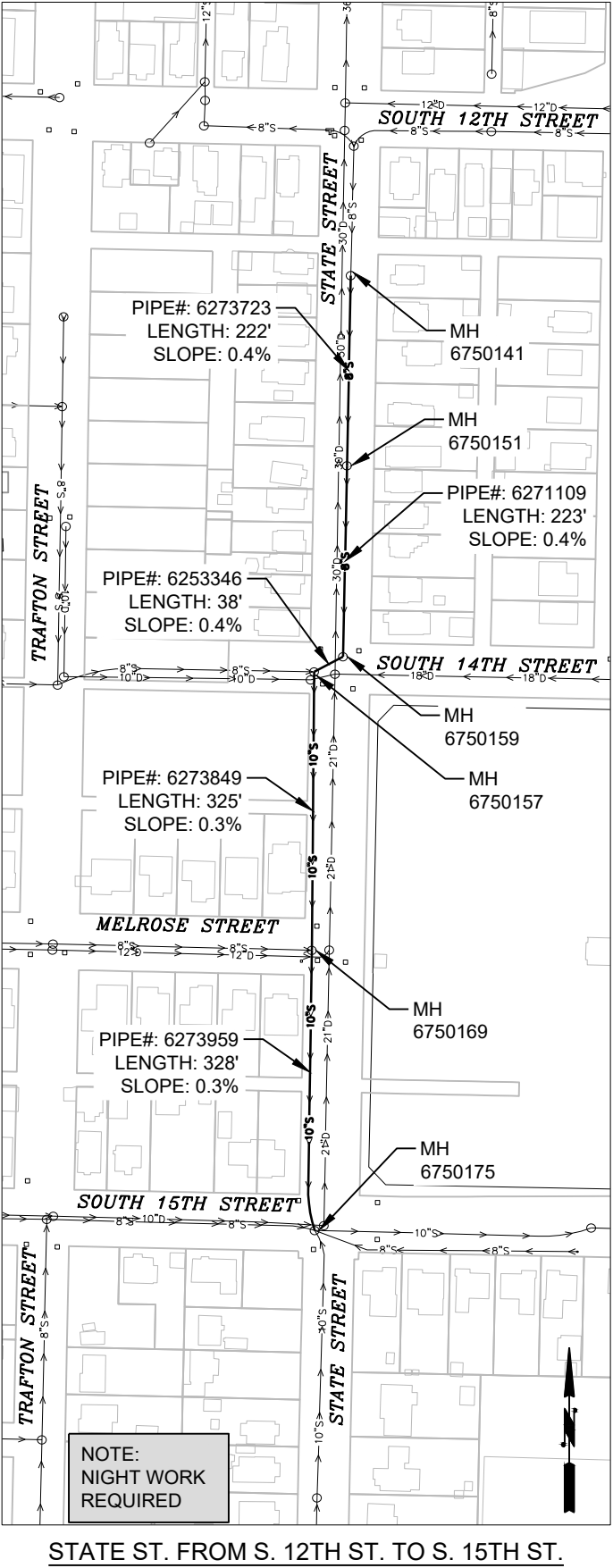
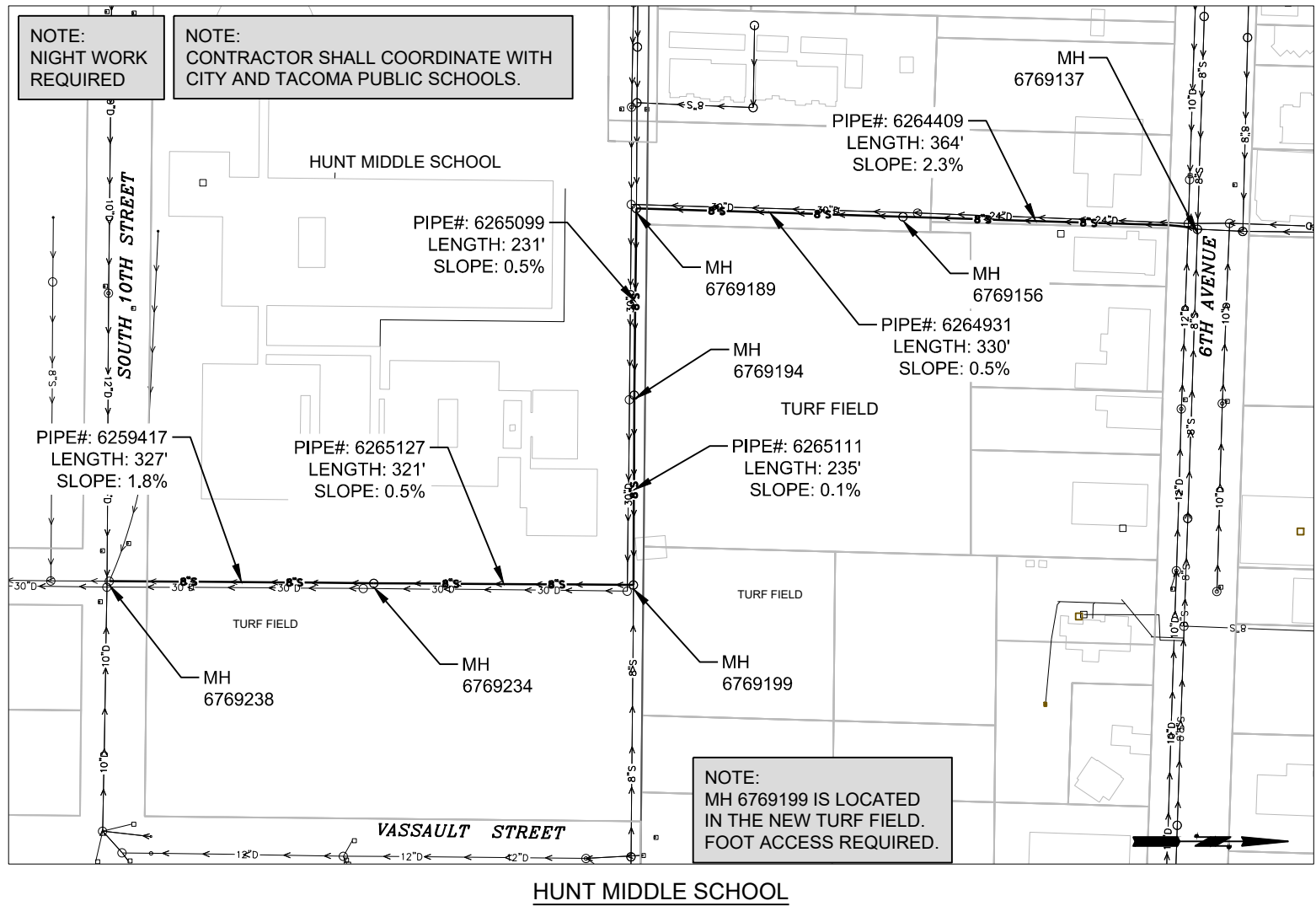
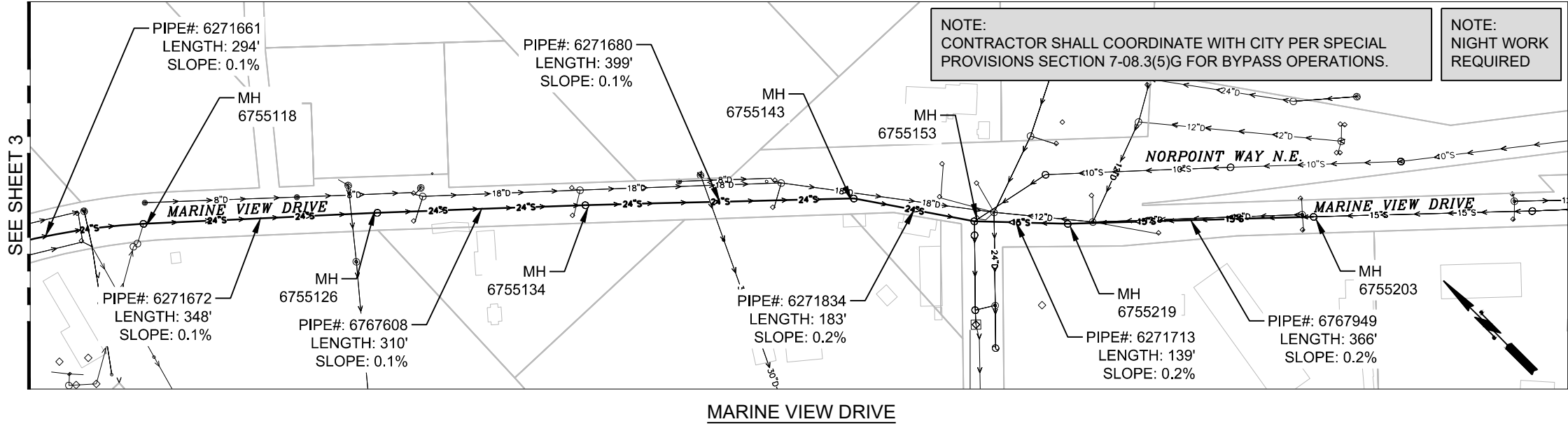
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DESIGNED OAM	CHECKED KSP
DRAWN RJW	PROJECT NAME KSP
DRAWING NAME	



07/22/2021

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
2021 Wastewater CIPP Sewer Rehabilitation Project
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SBS NO.
ENV-04024-06
SHEET NO.
3 5



BID SET



NO	REVISION	DATE	APPD

FINAL CONSTRUCTION CHECKED	DATE 7/22/2021	SCALE 1" = 200'
DESIGNED OAM	CHECKED KSP	PROJECT NAME 2021 Wastewater CIPP Sewer Rehabilitation Project
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FIELD BOOKS	DRAWING NAME	



CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT
2021 Wastewater CIPP Sewer Rehabilitation Project
Various Tacoma Locations
Plan View

SPEC. NO.	ES21-0017F
WBS NO.	ENV-04024-06
SHEET NO.	4 of 5

DATE: 7/22/2021 12:09 PM PATH: W:\PROJECTS\ENV\04024\06 2021 WW CIPP\CAD FILE: ENV-04024-06 2021 WW CIPP_ LAYOUT- SHEET 5

BID SET

Sheet	Shot	Line Segment	Material	Size (Inches)	Length	Up MH	Up Depth	Dn MH	Dn Depth	Slope (%)	Project Name
2		6253181	TCP	8	308	6771609	9	6782554	12	0.4	S. "J" ST FROM DIVISION AVE TO S. 3RD ST
2		6271969	TCP	8	157	6783109	8	6771609	9.4	0.9	S. "J" ST FROM DIVISION AVE TO S. 3RD ST
2		6254515	TCP	8	130	6753522	4	6753514	8.9	19.2	N. CHEYENNE ST. AND 130' SOUTHEAST
2		6255268	TCP	8	334	6766061	14	6776939	8.6	1.8	"A" STREET FROM S. 13TH ST. AND S. 14TH ST.
2		6272267	URC	8	329	6753372	10	6753268	12.6	0.4	65TH AVE N.E. AT 22ND ST. COURT N.E.
2		6261174	URC	8	251	6756478	17	6756469	13.8	0.5	LINDEN LANE AT S. 12TH ST.
3		6274023	RCP	15	122	6761426	24	6761437	20.3	0.4	MCMURRAY ROAD
3		6274027	RCP	15	102	6761437	20	6761445	17	0.3	MCMURRAY ROAD
3		6267862	RCP	15	201	6761445	17	6761528	14.8	0.4	MCMURRAY ROAD
3		6274198	RCP	12	167	6761528	15	6761546	5	3.1	MCMURRAY ROAD
3		6274201	RCP	12	169	6761546	5	6761558	7.3	11.9	MCMURRAY ROAD
3		6274204	RCP	12	206	6761558	7	6761569	4.9	5.8	MCMURRAY ROAD
3		6274207	RCP	12	181	6761569	5	6761578	7.1	5.5	MCMURRAY ROAD
3		6274046	RCP	12	175	6761578	7	6761586	5.4	8.5	MCMURRAY ROAD
3		6274050	RCP	12	185	6761586	5	6761730	5.4	4.7	MCMURRAY ROAD
3		6274222	RCP	12	186	6761730	5	6761738	5.2	6.1	MCMURRAY ROAD
3		6274225	RCP	12	142	6761738	5	6761747	5	3.3	MCMURRAY ROAD
3		6274228	RCP	12	164	6761747	5	6761756	5	5.5	MCMURRAY ROAD
3		6274082	RCP	12	340	6761756	5	6761765	4.8	5.2	MCMURRAY ROAD
3		6274087	RCP	12	266	6761765	5	6761774	5.6	5.7	MCMURRAY ROAD
3		6274091	RCP	12	140	6761774	6	6761782	7.2	4.1	MCMURRAY ROAD
3		6274095	RCP	12	88	6761782	7	6761790	8.1	7.3	MCMURRAY ROAD
3		6274099	RCP	12	195	6761790	8	6761798	4.3	4.9	MCMURRAY ROAD
3		6274103	RCP	12	199	6761798	4	6761809	5.1	4.2	MCMURRAY ROAD
3		6274108	RCP	12	229	6761809	5	6761819	5	5.7	MCMURRAY ROAD
3		6274112	RCP	12	226	6761819	5	6761830	6.2	6.5	MCMURRAY ROAD
3		6267507	RCP	12	208	6761830	6	6761838	6	5.5	MCMURRAY ROAD
3		6274116	RCP	12	186	6761838	6	6761847	7.8	9.1	MCMURRAY ROAD
3		6274231	RCP	12	240	6761847	8	6762005	13.3	7.9	MCMURRAY ROAD
3		6271372	RCP	18	108	6761907	10	6761963	8.5	0.2	MARINE VIEW DR.
3		6252142	URC	18	101	6761963	9	6761971	12.5	0.2	MARINE VIEW DR.
3		6274133	URC	18	346	6761971	12	6761985	15.5	0.1	MARINE VIEW DR.
3		6274137	RCP	18	263	6761985	16	6761997	13.8	0.2	MARINE VIEW DR.
3		6274141	RCP	18	252	6761997	14	6762005	13.3	0.1	MARINE VIEW DR.
3		6271401	RCP	24	386	6762005	13	6755090	15.2	0.1	MARINE VIEW DR.
3		6271653	RCP	24	255	6755090	15	6755098	16.8	0.1	MARINE VIEW DR.
3		6267595	RCP	24	285	6755098	17	6755108	18.5	0.1	MARINE VIEW DR.
4		6271661	RCP	24	294	6755108	19	6755118	16.3	0.1	MARINE VIEW DR.
4		6271672	RCP	24	348	6755118	16	6755126	12.1	0.1	MARINE VIEW DR.
4		6267608	RCP	24	310	6755126	12	6755134	12.3	0.1	MARINE VIEW DR.
4		6271680	RCP	24	399	6755134	12	6755143	13.6	0.1	MARINE VIEW DR.
4		6271834	RCP	24	183	6755143	14	6755153	15.7	0.1	MARINE VIEW DR.
4		6271713	RCP	15	139	6755203	12	6755153	15.7	0.2	MARINE VIEW DR.
4		6267949	RCP	15	366	6755219	12	6755203	11.9	0.2	MARINE VIEW DR.
4		6264409	URC	8	364	6769137	15	6769156	18.5	2.3	HUNT MIDDLE SCHOOL
4		6264931	URC	8	330	6769156	19	6769189	12.5	0.5	HUNT MIDDLE SCHOOL
4		6265099	URC	8	231	6769189	13	6769194	16.4	0.5	HUNT MIDDLE SCHOOL
4		6265111	URC	8	235	6769194	16	6769199	21.1	0.1	HUNT MIDDLE SCHOOL
4		6265127	URC	8	321	6769199	21	6769234	15.6	0.5	HUNT MIDDLE SCHOOL
4		6259417	URC	8	327	6769234	16	6769238	14.6	1.8	HUNT MIDDLE SCHOOL
4		6273723	URC	8	222	6750141	13	6750151	12.2	0.4	STATE ST. FROM S. 12TH TO S. 15TH ST.
4		6271109	URC	8	223	6750151	12	6750159	10.4	0.4	STATE ST. FROM S. 12TH TO S. 15TH ST.
4		6253346	URC	8	38	6750159	10	6750157	10.5	0.4	STATE ST. FROM S. 12TH TO S. 15TH ST.
4		6273849	URC	10	325	6750157	11	6750169	12.8	0.3	STATE ST. FROM S. 12TH TO S. 15TH ST.
4		6273959	URC	10	328	6750169	13	6750175	16.0	0.3	STATE ST. FROM S. 12TH TO S. 15TH ST.

Pipe Size (in.)	Pipe Length (lf)
8	3,800
10	653
12	3,892
15	930
18	1,070
24	2,460
Total	12,805



NO

REVISION

DATE

APPD

FINAL
CONSTRUCTION
CHECKED

BY

DATE

FIELD BOOKS

DATE
7/22/2021

DESIGNED
OAM

DRAWN
RJW

DRAWING NAME

SCALE
NO SCALE

CHECKED
KSP

PROJECT NAME
2021 Wastewater CIPP Sewer Rehabilitation Project



07/22/2021

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

2021 Wastewater CIPP Sewer Rehabilitation Project

Various Tacoma Locations

Notes

SPEC. NO.
ES21-0017F

WBS NO.
ENV-04024-06

SHEET NO.
5

OF
5

APPENDIX B

CITY OF TACOMA INSURANCE REQUIREMENTS



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

4.5 Professional Liability Insurance or Errors and Omissions

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.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.6 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.

4.7 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and 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 with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.7.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.7.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

4.8 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.

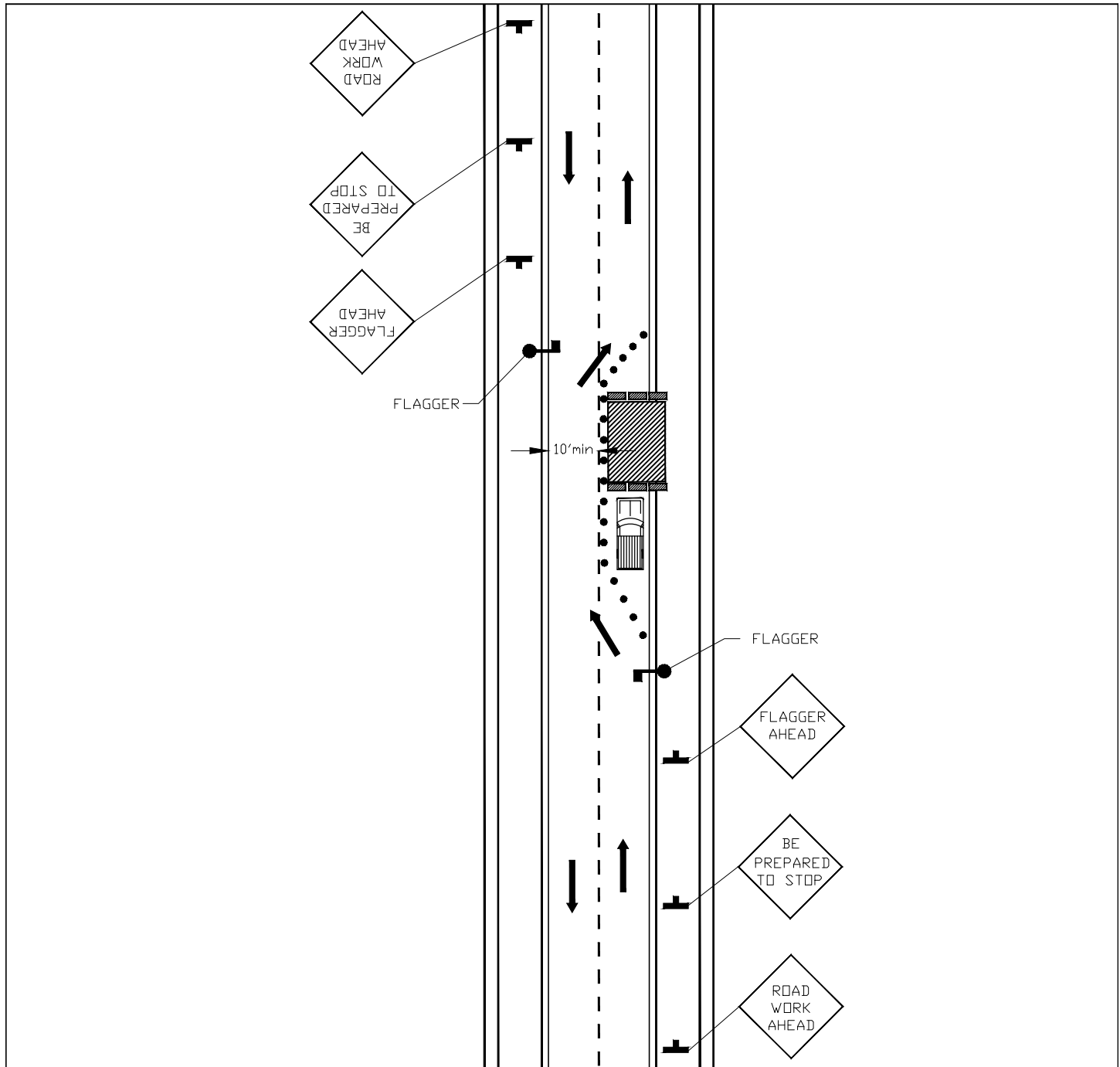
4.9 Other Insurance

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 C

EXAMPLE TRAFFIC CONTROL PLANS

SAMPLE SETUP



SINGLE LANE NON-ARTERIAL WITH FLAGGER

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

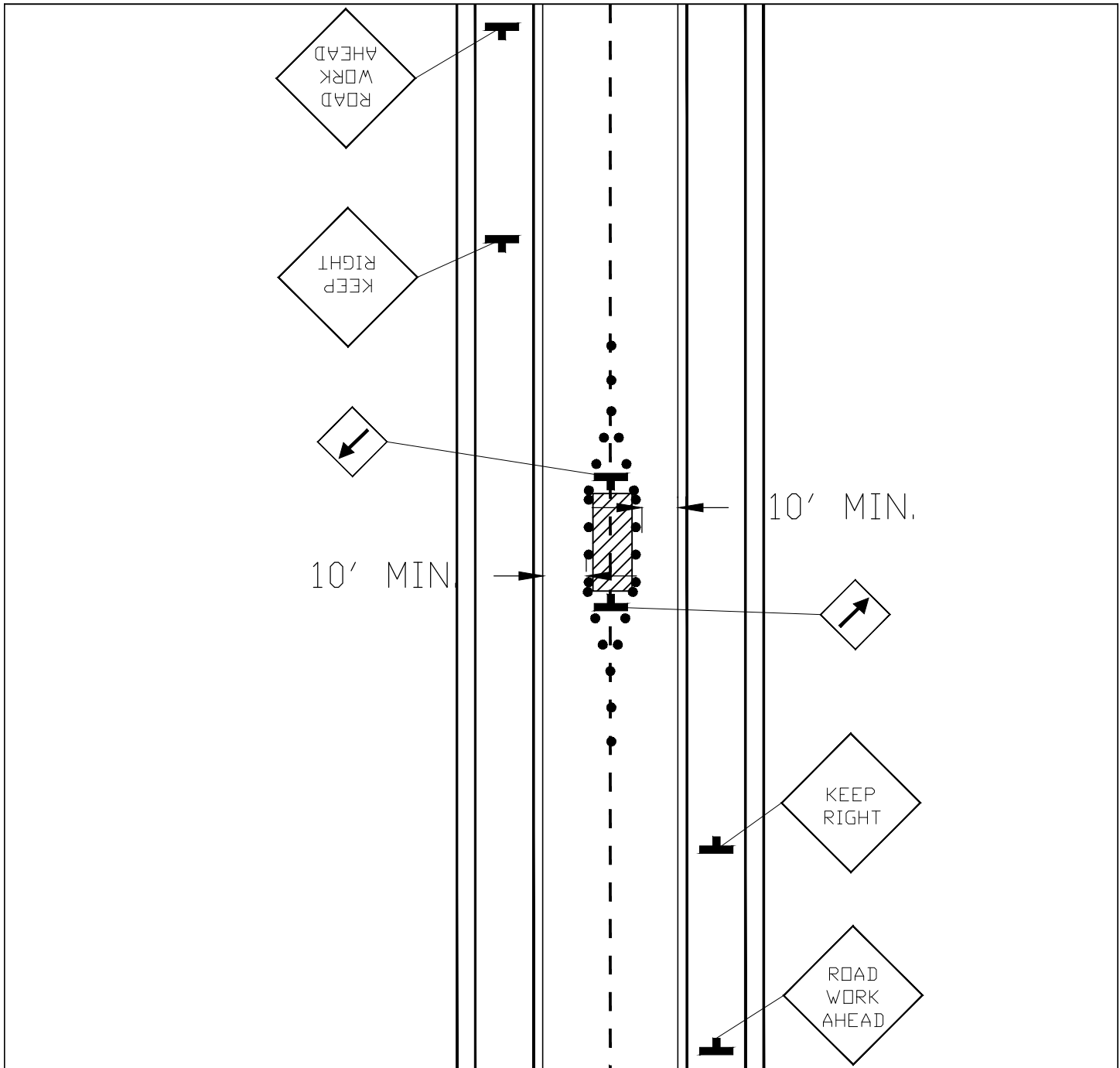
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC., AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TWO LANE CENTER CLOSURE

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

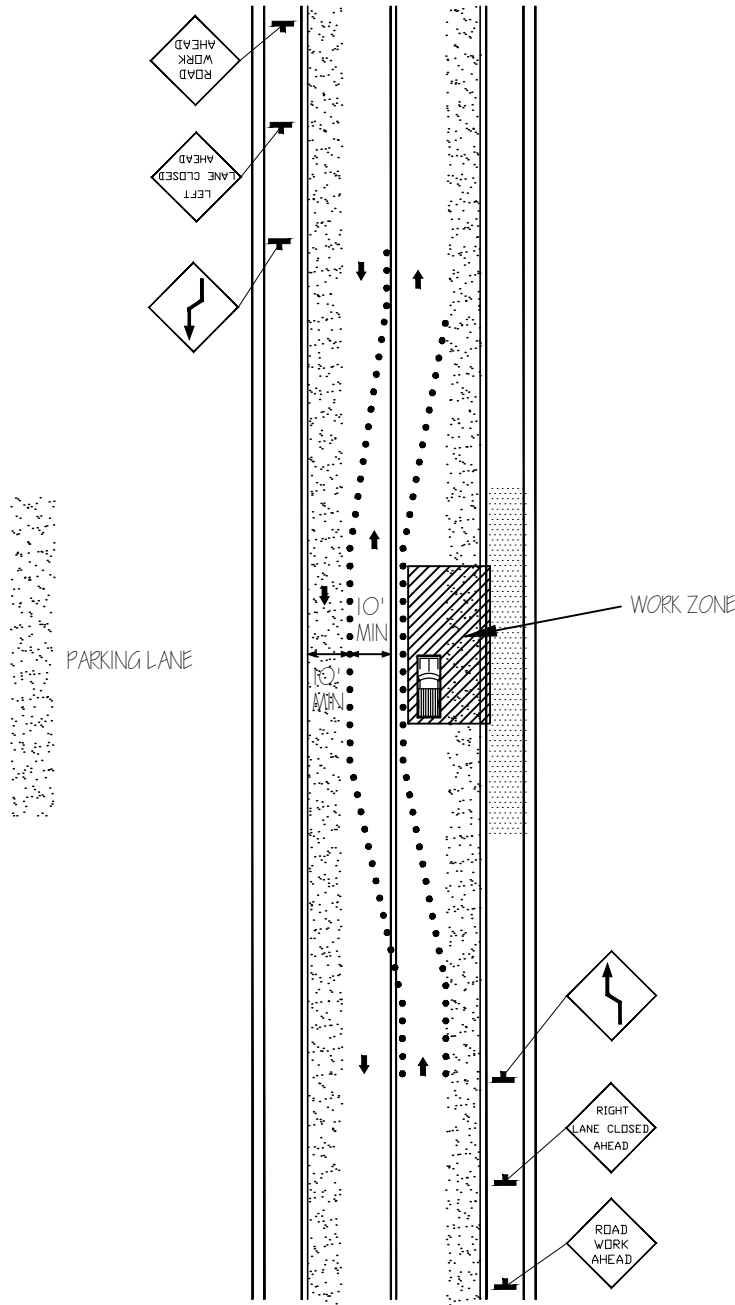
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TWO WAY LANE SHIFT WITH PARKING

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

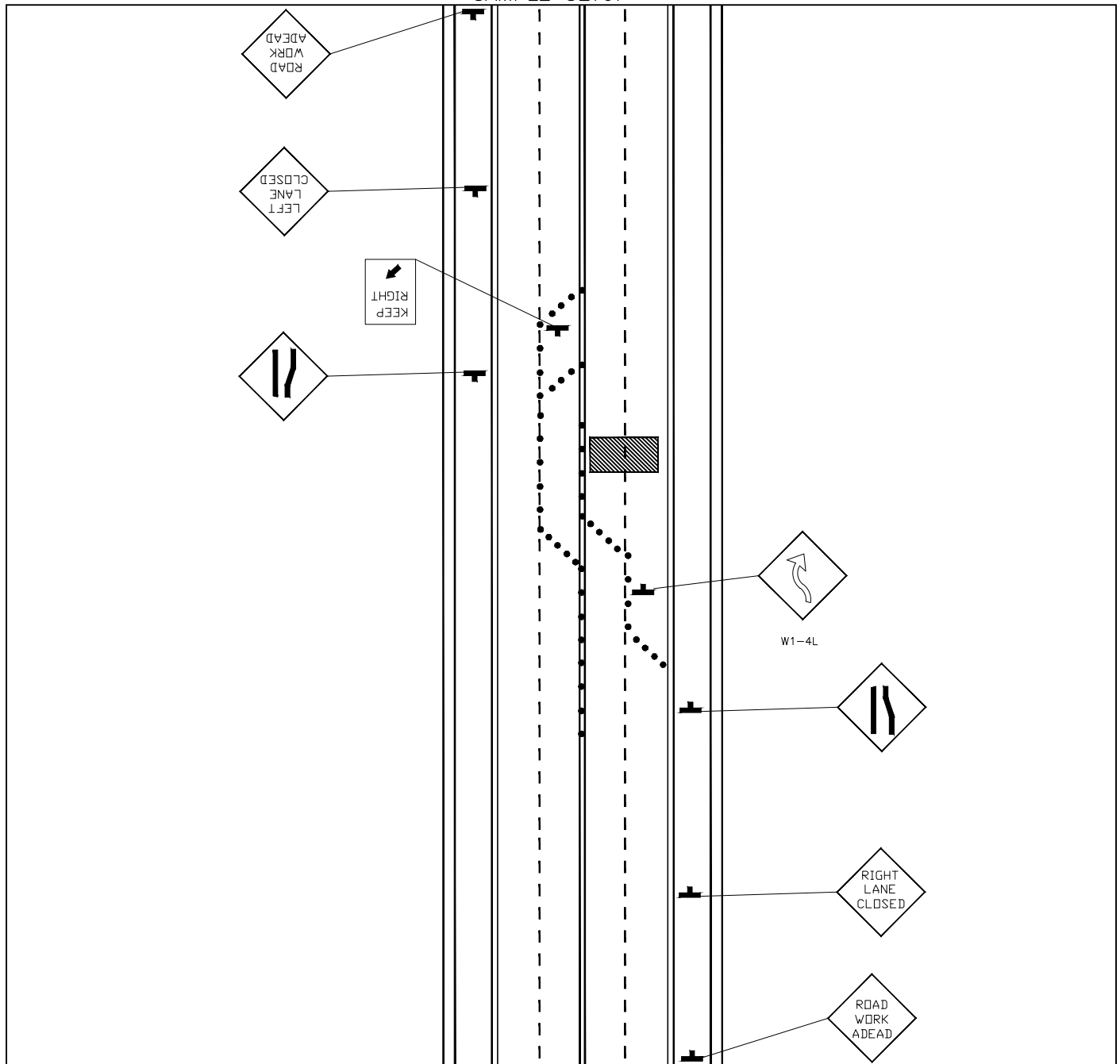
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC, AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



FOUR LANE ROAD
TWO LANE CLOSURE
ARTERIAL STREET

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

NUMBER OF CHANNELIZATION DEVICES (CONES)
Offset cones 1 foot maximum.

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC., AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.
 NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.
 NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP

TRAFFIC CONTROL
RECOMMENDATIONS

☐ APPROVED BY:

☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

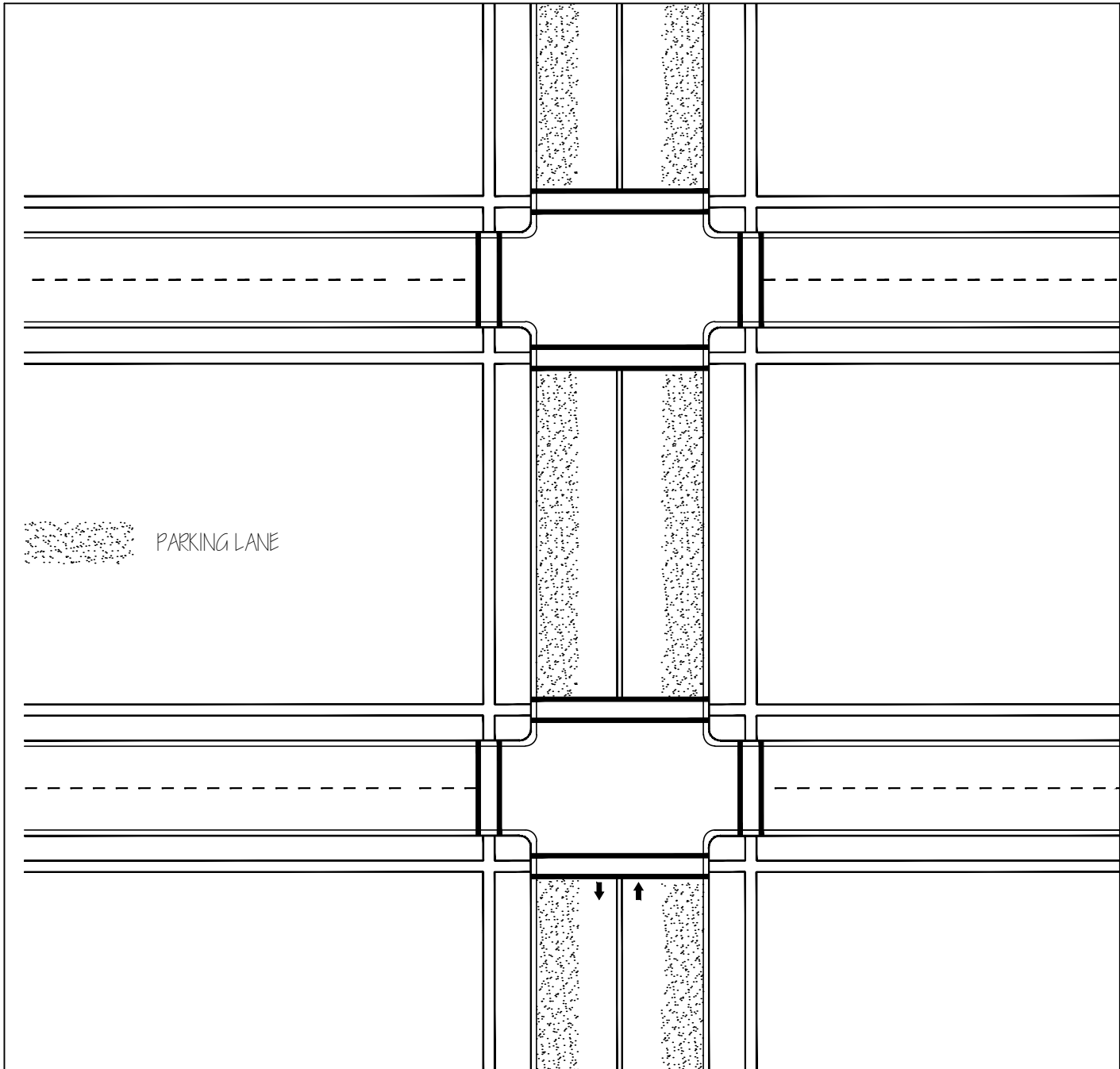
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
	NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.								

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC., AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC., AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

[illegible]

TRAFFIC CONTROL
RECOMMENDATIONS

☐ APPROVED BY:

☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

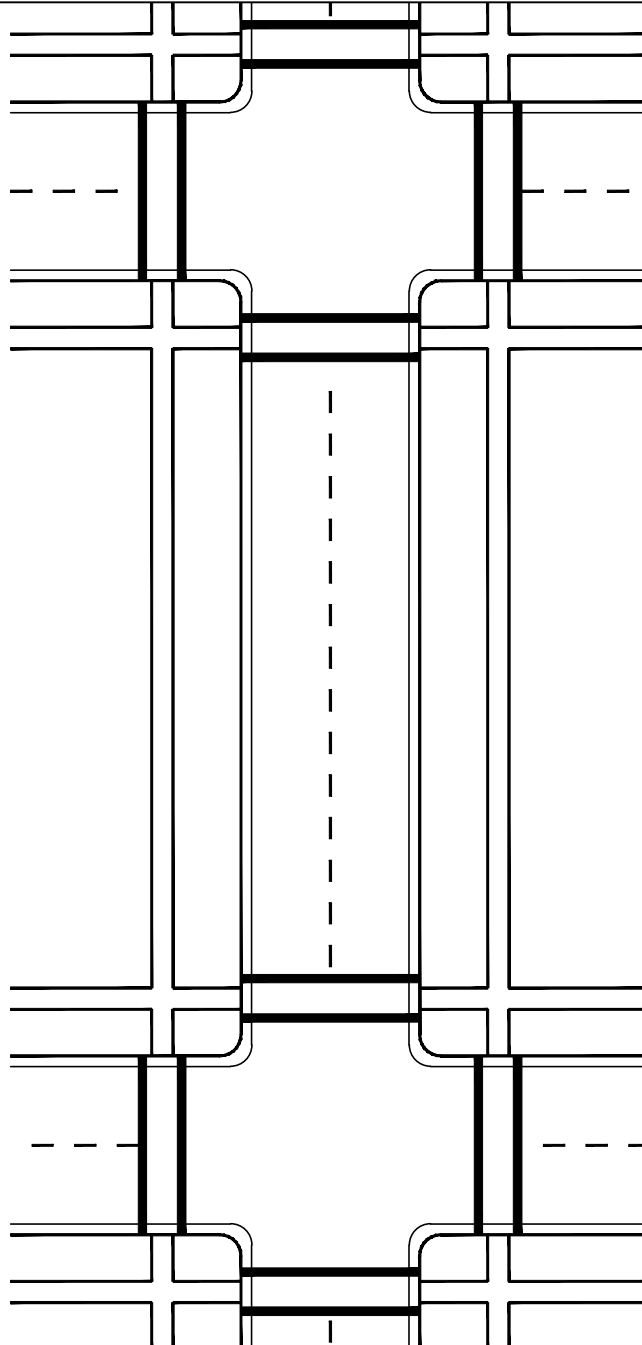
MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)								
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
	NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.								

NOTE 1: MAINTAIN LOCAL ACCESS AND PROTECTED WALKWAYS AT ALL TIMES. PROVIDE AND MAINTAIN BARRICADES, SIGNS, LIGHTS, ETC., AS PER "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AT ALL TIMES. STREETS AND WALKWAYS SHALL BE KEPT CLEAR OF DEBRIS DROPPED OR TRACKED BY VEHICLES ENTERING OR EXITING THE WORK SITE. FAILURE TO COMPLY WILL RESULT IN A STOP WORK ORDER AND/OR CITATION.

NOTE 2: NO WORK SHALL BE SCHEDULED ON STREETS OR WALKWAYS WITHIN THE CITY OF TACOMA BUSINESS DISTRICTS FROM THANKSGIVING DAY THROUGH NEW YEAR'S DAY.

NOTE 3: SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS MUST BE PLACED 100' APART. URBAN HIGH SPEED 35-40 MPH SIGNS MUST BE PLACED 350' APART.

SAMPLE SETUP



TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

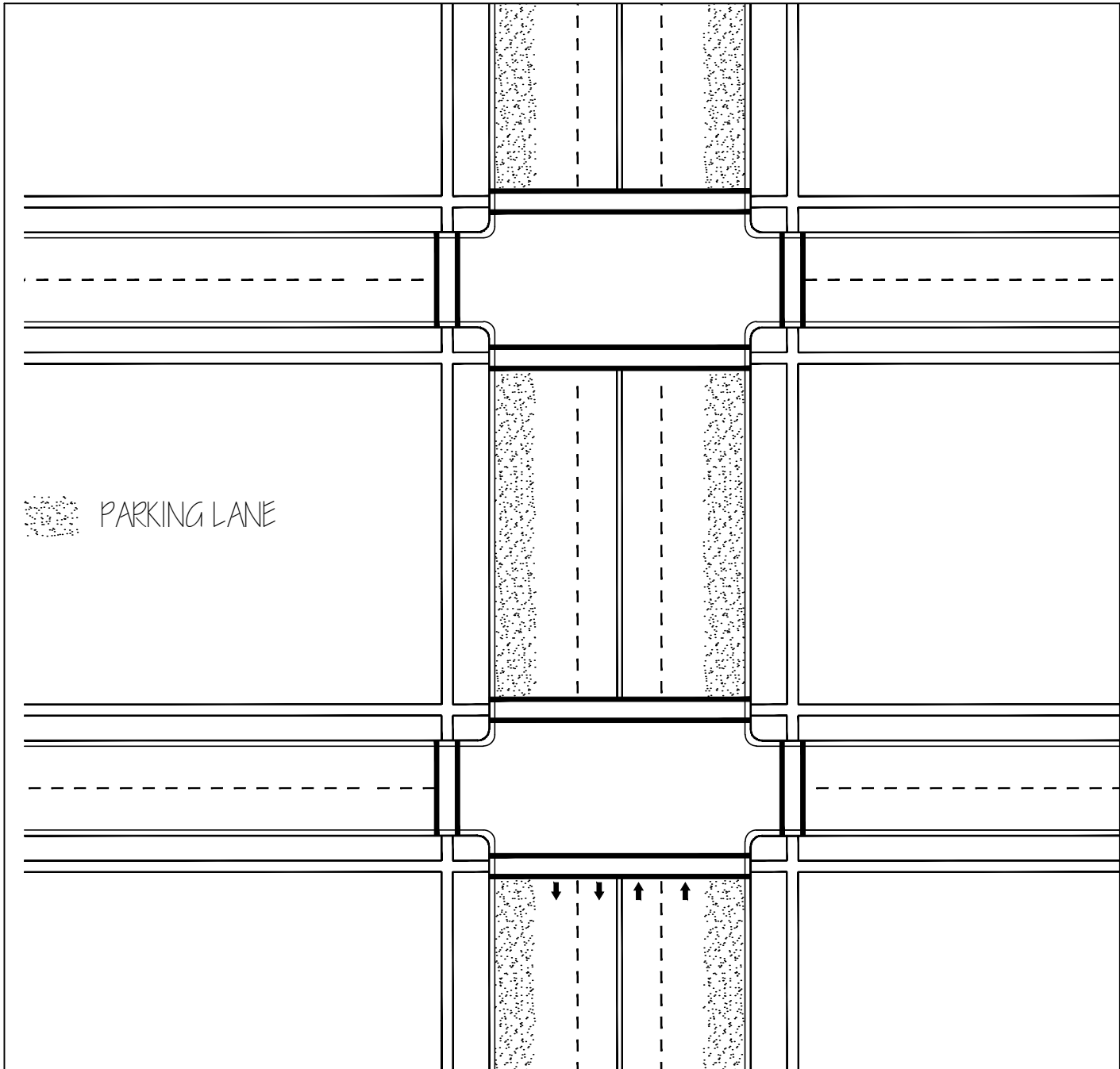
Offset cones 1 foot maximum.

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SAMPLE SETUP



TRAFFIC CONTROL RECOMMENDATIONS

☐ APPROVED BY: _____
☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN

(All minimums)

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NUMBER OF CHANNELIZATION DEVICES (CONES)

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[illegible]

TRAFFIC CONTROL
RECOMMENDATIONS

☐ APPROVED BY:

☐ APPROVED WITH CONDITIONS BY: _____ DATE: _____

START TRAFFIC CONTROL SET UP DATE: _____ OFF PEAK 9:00 AM WEEKDAYS

MUST BE OUT OF THE ROAD BY DATE: _____ OFF PEAK 3:30 PM WEEKDAYS

EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: _____

MUST BE OUT OF THE ROAD BY DATE & TIME: _____

MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)								
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
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PART III

**CITY OF TACOMA
EQUITY IN CONTRACTING
PROGRAM**

CITY OF TACOMA

Special Instructions

Equity in Contracting 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 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](#).

Bidders on City of Tacoma contracts are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A bidder 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 bidder or by identified subcontractors. All SBE goals may be met by using DBEs or SBEs from the OMWBE list. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by the State of Washington's Office of Minority and Women Business Enterprises 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 at 253-591-5075 between 8 AM and 4:30 PM, Monday through Friday.

A list of OMWBE certified firms for Pierce, King, Lewis, Mason and Grays Harbor counties, is available on the following web site address: www.omwbe.diversitycompliance.com.

The Equity in Contracting (EIC) forms included in these bid documents must be fully and accurately completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.

Chapter 1.07

Equity in Contracting

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Approval as a Certified Business.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

1.07.020.B

“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.”

1.07.020.C

“Certified Business” means an entity that has been certified as a Disadvantaged Business Enterprise (“DBE”), Small Business Enterprise (“SBE”), Minority Business Enterprise (“MBE”), Women Business Enterprise (“WBE”), or Minority and Women’s Business Enterprise (“MWBE”) by the Washington State Office of Minority and Women’s Business Enterprise and meets the criteria set forth in Section 1.07.050 (2) of this chapter and has been approved as meeting that criteria by the Community and Economic Development Department Program Manager.

“City” means all Departments, Divisions and agencies of the City of Tacoma.

“Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

“Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

1.07.020.G

“Goals” means the annual level of participation by Certified Businesses in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

1.07.020.N

“Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

1.07.020.P

“Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

“Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

“Program Regulations” means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

“Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

“Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

1.07.020.Q

“Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

1.07.020.R

“Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

1.07.020.S

“Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

“Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

“Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

1.07.020.T

“Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

1.07.020.W

“Waiver” means a discretionary decision by the City that the one or more requirements of this chapter will not be applied to a Contract or Contracts.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator’s ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the Goals set forth herein.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Approval as a Certified Business.

A. The Program Manager shall approve an entity as a Certified Business if all of the following criteria are satisfied:

1. The entity is certified as a DBE, SBE, MBE, WBE, or MWBE through the state of Washington’s Office of Minority & Women Business Enterprises; and
2. The entity can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The entity’s business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the entity’s business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.
3. When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals.

The applicant may appeal any approval determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals.

The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of Certified Businesses in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of Certified Businesses in City contracts shall be based on the number of qualified Certified Businesses operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to Certified Businesses in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts.

The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Exceptions:

City departments/divisions or the Program Manager may request an exception to one or more of the requirements of this chapter as they apply to a particular Contract or Contracts. Exceptions may be granted in any one or more of the following circumstances:

1. Emergency:

The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency will be deemed documented whenever a waiver of competitive solicitation for emergency situations is authorized under Tacoma Municipal Code Chapter 1.06.257 or as may be hereinafter amended.

2. Not Practicable:

The Contract involves special facilities or market conditions or specially tailored or performance criteria-based products, such that compliance with the requirements of this chapter would cause financial loss to the City or an interruption of vital services to the public. Such circumstances must be documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the Board of Contracts and Awards ("C&A Board").

3. Sole source:

The supplies, services, and/or public works are available from only one feasible source, and subcontracting possibilities do not reasonably exist as documented by the department/division awarding the Contract and approved by the senior financial manager or, for Contracts where the estimated cost is over \$500,000 (excluding sales tax), approved by the C&A Board.

4. Government purchasing.

The Contract or Contracts are the result of a federal, state or inter-local government purchasing agreement and the use of such agreement in lieu of a bid solicitation conducted by the City is approved by the senior financial manager.

5. Lack of certified contractors:

An insufficient number of qualified contractors exist to create any utilization opportunities as documented by the Program Manager.

C. Waiver:

If, after receipt of Submittals but prior to Contract award, it is determined that due to unforeseen circumstances, waiver of goals is in the best interests of the City, the Director or Superintendent of the department/division awarding the Contract may

request in writing that the City Manager or designee, on behalf of General Government, or the Director of Utilities or designee, on behalf of the Department of Public Utilities, approve such waiver..

Waivers may be granted only after determination by the City Manager or Director of Utilities that compliance with the requirements of this chapter would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance.

(Ord. 28766 Ex. A; passed 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)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the Certified Business requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of Certified Business usage and the calculation of Certified Business requirements per this section shall include the following considerations:

1. General.

The dollar value of the contract awarded by the City to a Certified Business in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies.

A public works and improvements contractor may receive credit toward attainment of the Certified Business requirement(s) for expenditures for supplies obtained from a Certified Business; provided such Certified Business assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the Certified Business goal for the amount of the commission paid to a Certified Business resulting from a supplies contract with the City; provided the Certified Business performs a commercially useful function in the process.

3. Services and Public Works subcontracts.

Any bid by a Certified Business or a bidder that utilizes a Certified Business shall receive credit toward requirement attainment based on the percentage of Certified Business usage demonstrated in the bid. A contractor that utilizes a Certified Business as a subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements.

Certified Business acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price.

The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. Certified Businesses may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. Any bidder that does not meet the stated Certified Business requirements shall be considered a non-responsible bidder unless a waiver of one or more of the requirements of this chapter is granted, in the City's sole discretion, pursuant to the criteria and processes in Tacoma Municipal Code 1.07.060.C.

2. When contract award is based on qualifications or other performance criteria in addition to price, solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on Certified Business participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize Certified Business projected to be used must be approved in advance by the Program Manager. Substitution of one Certified Business with another shall be allowed where there has been a refusal to execute necessary agreements by the original Certified Business, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other Certified Business is available as a substitute and that failure to secure participation by the Certified Business identified in the solicitation is not the fault of the respondent, substitution with a non-Certified Business shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement Certified Business, such contractor shall be deemed to be in non-compliance.

B. Record Keeping.

All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of Certified Businesses, and shall include the right of the City to inspect such records.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document Certified Business utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28766 Ex. A; passed Jun. 8, 2021: Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;

4. Withhold funds due contractor until compliance is achieved; and/or

5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5075

EQUITY IN CONTRACTING UTILIZATION FORM

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

- You must include this form with your bid submittal in order for your bid to be responsive.
- Prime contractors are **required** to solicit bids from firms approved by the City of Tacoma Equity in Contracting Program as Certified Businesses.
- It is the prime contractor's responsibility to check the certification status of the firms intended to be utilized prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ Complete company names and phone numbers are required to verify your usage of qualifying firms.

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

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title _____ Signature of Responsible Officer _____ Date _____

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

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

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

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

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

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591- 5075 for additional information.

PART IV

LOCAL EMPLOYMENT

AND

APPRENTICESHIP

TRAINING PROGRAM (LEAP)

REGULATIONS

FOR

PUBLIC WORKS CONTRACTS

CITY OF TACOMA

Special Instructions

Equity in Contracting 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 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](#).

Bidders on City of Tacoma contracts are required to meet the stated EIC requirements. Bids will be evaluated on an individual basis to determine EIC compliance. **A bidder 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 bidder or by identified subcontractors. All SBE goals may be met by using DBEs or SBEs from the OMWBE list. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

It is the bidder's responsibility to ensure that their firm or identified subcontractors are certified by the State of Washington's Office of Minority and Women Business Enterprises 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 at 253-591-5075 between 8 AM and 4:30 PM, Monday through Friday.

A list of OMWBE certified firms for Pierce, King, Lewis, Mason and Grays Harbor counties, is available on the following web site address: www.omwbe.diversitycompliance.com.

The Equity in Contracting (EIC) forms included in these bid documents must be fully and accurately completed (including attachments) and included with bid submittals. Failure to include the required forms will result in the submittal being rejected as nonresponsive.



City of Tacoma LEAP Office
747 Market Street, Room 808
Tacoma, WA 98402
(253) 591-5826 fax (253) 591-5232
www.cityoftacoma.org/leap

LEAP EMPLOYEE VERIFICATION FORM

Contractor/Sub: _____ Specification Number: _____

Project Description: _____

Employee Name: _____ Craft: _____

Ethnic Group (*optional*): ☐ Asian/Pac Isl. ☐ Black ☐ Hispanic ☐ Native American ☐ White ☐ Other

Gender (*optional*): ☐ MALE ☐ FEMALE

Complete Physical Address (No PO Boxes): _____

City: _____ State: _____ Zip: _____ Telephone: _____ Date of Hire: _____

Apprenticeship County: _____ Apprentice Registration I.D. (*if applicable*): _____

Age: _____ Copy of DD-214: _____

*******Please fill out entire form for tracking LEAP performance*******

LEAP qualified employee categories: (check all that apply and provide evidence for each check)

_____ a. Resident within the geographic boundaries of the City of Tacoma

_____ b. Resident within Economically Distressed ZIP Codes of the Tacoma Public Utilities Service Area

_____ c. WA State Approved Apprentice living in Tacoma Public Utilities Service Area

_____ 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 the following document(s) showing the address of residence as proof of local (Tacoma) and/or Pierce County residency and apprentice status, youth status, or veteran status.

.....

_____ For Youth - Copy of Birth Certificate or WA State ID or
WA Driver's License (projects advertised after 05-20-13)

_____ For Veterans – Copy of DD-214(Projects advertised after
05-20-13)

_____ Driver's License with current address

_____ Utility Bill/Phone Bill/Cell Bill/Cable Bill with current
address

_____ Copy of current tax form W-4

_____ Rental Agreement/Lease (residential)

_____ Computer Printout From Other Government Agencies

_____ Property Tax Records

_____ Apprentice Registration I.D.

_____ Food Stamp Award Letter

_____ Housing Authority Verification

_____ Insurance Policy (Residence/Auto)

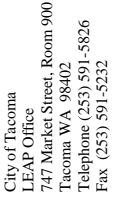
*Any of the above must have a complete physical address verified by the www.govme.org website.

No PO Boxes

Contractor Representative:_____

Date:_____

Title:_____



Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Contractor:	Date:	
Specification Number:	Contract/Work Order Number(s):	Contract Dollar Amount:

Project Description:	Notes:
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Part C	Provide a description of how the Contractor plans to ensure that the LEAP Utilization Goals on the project will be met. (Use additional sheets if necessary)

Provide a description of how the Contractor plans to ensure that the LEAP Utilization Goals on the project will be met. (Use additional sheets if necessary)

General Instructions for completing Prime Contractor LEAP Utilization Plan

Part A

Contractor/Contract Information Section: The Prime Contractor is responsible for completing this section. Failure to submit this plan at the Pre-Construction Meeting may result in Progress Payments being withheld.

Part B

Planned LEAP Hours Section: This section should be completed by the Prime Contractor. The information required in Part B is described below.

Trade or Craft: Indicate the Trade or Craft being used.

LEAP Employee Categories: Indicate the number of hours that will be utilized by the Prime Contractor and all Sub Contractors for each craft and broken down by City of Tacoma Resident, City of Tacoma Apprentice, Youth, or Veteran, Pierce County Apprentice, Youth, or Veteran.

For Watershed Projects: King County Apprentice – Approved by Washington State and/or Seattle Renewal Community (CEZ) Resident.

For Hydro Projects: Area Residents (residing in either Pierce County or the County where the work is performed: Lewis, Mason, Grays Harbor or Thurston County), Tacoma Community Empowerment Zone Resident, City of Tacoma Residents.

Totals: Total the number of hours in each of the six (6) columns.

Total Planned LEAP Utilization Hours: This is the total number of hours planned on this project to satisfy the LEAP Utilization Goal.

Part C

Description of how the Contractor plans to ensure fulfillment of the LEAP Utilization Goal: This section is to be completed by the Prime Contractor. Please describe how you plan to satisfy the LEAP Utilization Goal on this project. Provide a summary of your outreach and recruitment procedures to hire LEAP Qualified Employees to work on this project.

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.