



City of Tacoma  
Environmental Services Department

# **SPECIFICATION NO. ES22-0009F**

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

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



**CITY OF TACOMA**  
**ENVIRONMENTAL SERVICES DEPARTMENT**

REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND CONTRACT

FOR

**SPECIFICATION NO.**  
**ES22-0009F**

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

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



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



SPECIFICATION NO. ES22-0009F

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City of Tacoma  
Environmental Services Department/Science and Engineering Division

REQUEST FOR BIDS ES22-0009F  
2022 STORMWATER & WASTEWATER ULTRAVIOLET CURED-IN-PLACE  
PIPE SEWER REHABILITATION PROJECT IN VARIOUS TACOMA  
LOCATIONS

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, July 5, 2022**

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](mailto: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:

<b>By Email:</b> <a href="mailto:bids@cityoftacoma.org">bids@cityoftacoma.org</a> Maximum file size: 35 MB. Multiple emails may be sent for each submittal
<b>By Carrier:</b> If possible, please include a flash drive of your full submittal.  City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 <sup>th</sup> Street Tacoma, WA 98409
<b>In Person:</b> 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 <sup>th</sup> Street Tacoma, WA 98409
<b>By Mail:</b> 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 11AM. 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](http://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, June 27, 2022. 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 9,811 linear feet of 8-inch to 48-inch diameter stormwater and wastewater sewer pipes utilizing ultraviolet light cured-in-place pipe (UV CIPP) technology. This Work shall also include cleaning sewer pipes, disposing of waste materials, and performing CCTV inspections of the sewer pipes.

**Estimate:** \$1.5M – \$1.7M

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

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

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

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Dawn DeJarlais, Senior Buyer by email to [ddejarlais@cityoftacoma.org](mailto:ddejarlais@cityoftacoma.org).

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



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

## **SPECIAL REMINDER TO ALL BIDDERS**

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

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

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

1. **BID PROPOSAL:** The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. **SIGNATURE PAGE:** To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. **BID BOND:** The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. **CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. **STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION:** Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. **LIST OF SUBCONTRACTOR CATEGORIES OF WORK:** Bidder shall list all subcontractor(s) proposed to perform the work of heating, ventilation and air conditioning, plumbing, as described in Chapter 18.106 RCW and electrical as described in Chapter 19.28 RCW. Bidder shall also list all subcontractor(s) proposed to perform the work of structural steel installation and/or rebar installation.

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

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

8. **EQUITY IN CONTRACTING (EIC) UTILIZATION FORM**

Bidders shall complete the Equity in Contracting Utilization Form in accordance with the City of Tacoma Equity in Contracting Regulations Manual and Chapter 1.07 of the City of Tacoma Municipal Code (TMC). This form shall be fully and accurately completed and returned with submission of the Bid and will be used to determine if the Bidder is in compliance with the EIC regulations and the TMC.

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

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

**POST AWARD FORMS EXECUTED UPON AWARD:**

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

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

**LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP):**

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

LEAP Goals:

1. Local Employment Utilization Goal – Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by residents of the City of Tacoma or local economically distressed areas, whether or not such person is an Apprentice.
2. Apprentice Utilization Goal - Prime contractor is required to ensure that 15 percent of the labor hours worked on the project are performed by Apprentices who reside in the Tacoma Public Utilities service area.

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

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



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

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

**I. STATE OF WASHINGTON**

**A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON**

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

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

**B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:**

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

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

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

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

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

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

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

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

### **C. SUBCONTRACTOR RESPONSIBILITY**

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

## **II. CITY OF TACOMA**

### **A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:**

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

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

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

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

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

## **B. ADDITIONAL SUPPLEMENTAL CRITERIA – APPLICABLE**

## **C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA**

Potential bidders may request modifications to the City's **supplemental criteria** by submitting a written request to the Purchasing Division via email to [bids@cityoftacoma.org](mailto: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**



# **B I D P R O P O S A L**

SPECIFICATION NO. ES22-0009F

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

The undersigned hereby certifies that he/she has examined the location and construction details of work as outlined on the Plans and Specifications for Project No. ES22-0009F and has read and thoroughly understands the Plans and Specifications and contract governing the work embraced in this improvement and the method by which payment will be made for said work, and hereby proposes to undertake and complete the work embraced in this improvement in accordance with said Plans, Specifications and contract and at the following schedule of rates and prices:

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

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S1. 1-05.3(6)	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
S2. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
S3. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
S4. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
S5. 1-10	Uniformed Police Officer for Traffic Control	80 Hours	\$ _____	\$ _____

Contractor's Name: \_\_\_\_\_

Specification No. ES22-0009F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
S6. 2-09.	Shoring or Extra Excavation Class B	1,000 SF	\$ _____	\$ _____
S7. 7-08	Temporary Storm Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
S8. 7-08	Temporary Storm Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
S9. 7-08	Bypass Side Sewer	Force Account	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
S10. 7-20	Pre-Installation Cleaning and Inspection	3,624 LF	\$ _____	\$ _____
S11. 7-20	Disposal of Waste Material	5 Ton	\$ _____	\$ _____
S12. 7-20	Short Liner Repair for Host Sewer Pipe	Force Account	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
S13. 7-21	Open-Cut Point Repair for Host Sewer Pipe	Force Account	\$ <u>60,000.00</u>	\$ <u>60,000.00</u>
S14. 7-21	Furnish and Install 10-Inch Diameter CIPP for Storm Sewer	330 LF	\$ _____	\$ _____
S15. 7-21	Furnish and Install 12-Inch Diameter CIPP for Storm Sewer	756 LF	\$ _____	\$ _____
S16. 7-21	Furnish and Install 30-Inch Diameter CIPP for Storm Sewer	2,339 LF	\$ _____	\$ _____
S17. 7-21	Furnish and Install 48-Inch Diameter CIPP for Storm Sewer	199 LF	\$ _____	\$ _____
S18. 7-21	Internal Reinstatement of Side Sewer	5 Each	\$ _____	\$ _____
S19. 7-21	Cone Removal and Replacement (including Pavement Restoration)	Force Account	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
S20. 8-30	Railroad Flagging	32 Hours	\$ _____	\$ _____

Contractor's Name: \_\_\_\_\_

Specification No. ES22-0009F

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

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW21. 1-05.3(5)	Project Red Line Drawings	1 Lump Sum	Lump Sum	\$ _____
WW22. 1-07.15(1)	SPCC Plan	1 Lump Sum	Lump Sum	\$ _____
WW23. 1-09.7	Mobilization	1 Lump Sum	Lump Sum	\$ _____
WW24. 1-10	Project Temporary Traffic Control	1 Lump Sum	Lump Sum	\$ _____
WW25. 1-10	Uniformed Police Officer for Traffic Control	80 Hours	\$ _____	\$ _____
WW26. 2-09.	Shoring or Extra Excavation Class B	2,500 SF	\$ _____	\$ _____
WW27. 7-08	Temporary Sanitary Sewer Bypass Plan	1 Lump Sum	Lump Sum	\$ _____
WW28. 7-08	Temporary Sanitary Sewer Bypass	1 Lump Sum	Lump Sum	\$ _____
WW29. 7-08	Bury Bypass Across River Street	Force Account	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>
WW30. 7-08	Bury Bypass Across Driveway	Force Account	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
WW31. 7-08	Bypass Side Sewer	Force Account	\$ <u>10,000.00</u>	\$ <u>10,000.00</u>
WW32. 7-20	Pre-Installation Cleaning and Inspection	3,624 LF	\$ _____	\$ _____
WW33. 7-20	Disposal of Waste Material	5 Ton	\$ _____	\$ _____
WW34. 7-20	Short Liner Repair for Host Sewer Pipe	Force Account	\$ <u>6,500.00</u>	\$ <u>6,500.00</u>
WW35. 7-20	Open-Cut Point Repair for Host Sewer Pipe	Force Account	\$ <u>60,000.00</u>	\$ <u>60,000.00</u>

Contractor's Name: \_\_\_\_\_

Specification No. ES22-0009F

<u>ITEM NO.</u>	<u>ITEM DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT PRICE</u>	<u>TOTAL AMOUNT</u>
WW36. 7-21	Furnish and Install 8-Inch Diameter CIPP for Storm Sewer	440 LF	\$ _____	\$ _____
WW37. 7-21	Furnish and Install 15-Inch Diameter CIPP for Storm Sewer	830 LF	\$ _____	\$ _____
WW38. 7-21	Furnish and Install 18-Inch Diameter CIPP for Storm Sewer	2,379 LF	\$ _____	\$ _____
WW39. 7-21	Internal Reinstatement of Side Sewer	30 Each	\$ _____	\$ _____
WW40. 7-21	Cone Removal and Replacement (Including Pavement Restoration)	Force Account	\$ <u>15,000.00</u>	\$ <u>15,000.00</u>
WW41. 8-30	Railroad Safety & Coordination	1 Lump Sum	Lump Sum	\$ _____
WW42. 8-30	Railroad Flagging	32 Hours	\$ _____	\$ _____

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

Base Bid (Subtotal Items Nos. S1 – S20) \$ \_\_\_\_\_ (1)

**STORMWATER IMPROVEMENTS TOTAL** \$ \_\_\_\_\_ (2)

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

Base Bid (Subtotal Items Nos. WW21 - WW42) \$ \_\_\_\_\_ (3)

10.3% Sales Tax (Items Nos. WW21 – WW42) \$ \_\_\_\_\_ (4)

**WASTEWATER SEWER IMPROVEMENTS TOTAL** \$ \_\_\_\_\_ (5)

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

Contractor's Name: \_\_\_\_\_

Specification No. ES22-0009F

## SIGNATURE PAGE

### **CITY OF TACOMA Environmental Services/Science & Engineering Division**

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

#### **REQUEST FOR BIDS SPECIFICATION NO. ES22-0009F 2022 STORMWATER AND WASTEWATER ULTRAVIOLET CURED-IN-PLACE PIPE REHABILITATION PROJECT IN VARIOUS TACOMA LOCATIONS**

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

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

#### **Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

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

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

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

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***



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

SIGN HERE\_\_\_\_\_

---

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## BID BOND

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

SIGNED, SEALED AND DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL:

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

---

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\_\_\_\_\_, 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 (**June 21, 2022**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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

\_\_\_\_\_  
Bidder

\_\_\_\_\_  
Signature of Authorized Official\*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
City

\_\_\_\_\_  
State

**Check One:**

Individual ☐

Partnership ☐

Joint Venture ☐

Corporation ☐

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

\_\_\_\_\_

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

\_\_\_\_\_

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



Specification No. \_\_\_\_\_

Name of Bidder: \_\_\_\_\_

## State Responsibility and Reciprocal Bid Preference Information

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

Number: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Expiration Date: \_\_\_\_\_

Current Washington Unified Business Identifier  
(UBI) Number:

Number: \_\_\_\_\_

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

☐ Yes      ☐ No  
☐ Not Applicable

Washington Employment Security Department Number

Number: \_\_\_\_\_

☐ Not Applicable

Washington Department of Revenue state excise tax  
Registration number:

Number: \_\_\_\_\_

☐ Not Applicable

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

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

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

☐ Yes      ☐ No

If incorporated, in what state were you incorporated?

State: \_\_\_\_\_ ☐ Not Incorporated

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

State: \_\_\_\_\_

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

☐ Yes      ☐ No



# List of Subcontractor Categories of Work

Project Name \_\_\_\_\_

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

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

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

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____

Subcontractor Name	_____
Work to be Performed	_____
	_____
	_____
	_____



## STATEMENT OF QUALIFICATIONS FOR UV 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 UV CIPP:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

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

### **Contractor:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Contact Person: \_\_\_\_\_

The Contractor installing the UV CIPP shall have successfully completed projects totaling a minimum of 50,000 linear feet, of which must include, at a minimum of, 10,000 linear feet of 36" and greater diameter in the last 5 years using the UV CIPP rehabilitation technology. The Contractor must be specialized in performing the type of work described in these specifications, in addition to having the approval of the manufacturer. List four projects using the UV CIPP rehabilitation technology that have been in service in the owner's system for at least one year for public agencies or municipalities:

#1 Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Total Length Installed: \_\_\_\_\_

Completion Date: \_\_\_\_\_

#2 Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Total Length Installed: \_\_\_\_\_

Completion Date: \_\_\_\_\_

#3 Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Total Length Installed: \_\_\_\_\_

Completion Date: \_\_\_\_\_

#4 Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Total Length Installed: \_\_\_\_\_

Completion Date: \_\_\_\_\_

**Superintendent:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

The Superintendent installing the UV CIPP shall have successfully completed projects totaling a minimum of 25,000 linear feet, of which must include, at a minimum of, 3,000 linear feet of 36" and greater diameter in the last 5 years using the UV CIPP rehabilitation technology. List four projects using the UV CIPP rehabilitation technology that have been in service in the owner's system for at least one year for public agencies or municipalities:

#1 Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Contractor Employed By: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Total Length Installed: \_\_\_\_\_

Completion Date: \_\_\_\_\_

#2 Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Contractor Employed By: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Total Length Installed: \_\_\_\_\_

Completion Date: \_\_\_\_\_

#3 Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Contractor Employed By: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Total Length Installed: \_\_\_\_\_

Completion Date: \_\_\_\_\_

#4 Project Name: \_\_\_\_\_

Owner: \_\_\_\_\_ Contact Person: \_\_\_\_\_

Name of Contractor Employed By: \_\_\_\_\_

Size of Pipe: \_\_\_\_\_ Total Length Installed: \_\_\_\_\_

Completion Date: \_\_\_\_\_

**Installation Crew Lead:**

The installation crew lead shall have a minimum of 2 years of UV CIPP installation experience with the bidding contractor and shall be on the project site at all times. The crew lead shall be qualified, fully licensed, and certified by the manufacturer to perform the type of installation indicated by the bidding contractor.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Describe UV CIPP Installation Experience (minimum 2 year requirement): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Resin Impregnation (Wet-out) Crew Lead:**

At least one lead person from the resin impregnation (wet-out) crew shall have a minimum of 2 years experience with the bidding Contractor. The resin impregnation crew lead shall be qualified, fully licensed, and certified by the manufacturer.

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Describe Experience (minimum 2 year requirement): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Light Tube Train Technician:**

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Describe Experience (minimum 2 year requirement): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Lateral Cutting Technician:**

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

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Describe Experience (minimum 2 year requirement): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# EIC REQUIREMENT FORM

## EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

### **IMPORTANT NOTE:**

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

Equity in Contracting Requirements		
Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
3%	1%	3%

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

[www.omwbe.diversitycompliance.com](http://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: ES22-0009F  
Date of Record: 06/7/2022

\*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 as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

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

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

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

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

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

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.

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

1. Contract, inclusive of Appendices A and B.
2. List remaining Contract Documents in applicable controlling order.

- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx

- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:  
\$[Dollar Amount], plus any applicable taxes.

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

- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes

or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

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

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

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

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

**1. Termination for Breach**

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

**2. Prevailing Wages**

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

**3. COPELAND ANTI-KICKBACK ACT**

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

## **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

## **6. CLEAN AIR ACT**

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

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

## **7. FEDERAL WATER POLLUTION CONTROL ACT**

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

## **8. DEBARMENT AND SUSPENSION**

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

#### **9. BYRD ANTI-LOBBYING AMENDMENT**

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

#### **10. PROCUREMENT OF RECOVERED MATERIALS**

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

## APPENDIX A-1

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## APPENDIX B—Sub-recipient information and requirements

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

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





## PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

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

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

Principal: Enter Vendor Legal Name

\_\_\_\_\_

By: \_\_\_\_\_

Surety:

\_\_\_\_\_

By: \_\_\_\_\_

Agent's Name: \_\_\_\_\_

Agent's Address: \_\_\_\_\_

SAMPLE



## PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.  
Bond No.

That we, the undersigned,

as principal, and

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

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

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

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

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

Specification No. \_\_\_\_\_

Specification Title: \_\_\_\_\_

Contract No. \_\_\_\_\_

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

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

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

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

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in 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 "2022 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](mailto: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 PT, Monday, June 27, 2022.** 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 9,811 linear feet of 8-inch to 48-inch diameter stormwater and wastewater sewer pipes utilizing ultraviolet light cured-in-place pipe (UV CIPP) technology. This Work shall also include cleaning sewer pipes, disposing of waste materials, and performing CCTV inspections of the sewer pipes.

**END OF SECTION**

1 **1-01 DEFINITIONS AND TERMS**

2  
3 **1-01.3 Definitions**

4 **(January 4, 2016 APWA GSP)**

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

8  
9 **Dates**

10 ***Bid Opening Date***

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

12 ***Award Date***

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

15 ***Contract Execution Date***

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

17 ***Notice to Proceed Date***

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

19 ***Substantial Completion Date***

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

25 ***Physical Completion Date***

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

29 ***Completion Date***

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

34 ***Final Acceptance Date***

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

36  
37 *Supplement this Section with the following:*

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

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

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 UV CIPP Contractor:**

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

28  
29 Manufacturer: The manufacturer of UV CIPP shall have a minimum of 150,000 linear  
30 feet, of which must include, at a minimum of, 30,000 linear feet of 36" and greater  
31 diameter UV CIPP successfully installed within the last 5 years in accordance with the  
32 Referenced Specifications, Codes, and Standards listed in section 7-21.1(1).  
33 Manufacturer's using standards other than those listed in section 7-21.1(1) shall  
34 demonstrate that the standards followed produce a product that is equal or greater than  
35 the quality of product developed using the listed standards.

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

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

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

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

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

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

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

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

19  
20 **1-02.2 Plans and Specifications**  
21 **(June 27, 2011 APWA GSP)**

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

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

26  
27 After award of the contract, plans and specifications will be issued to the Contractor at  
28 no cost as detailed below:

29

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.

30  
31 Additional plans and Contract Provisions may be obtained by the Contractor from the  
32 source stated in the Call for Bids, at the Contractor's own expense.

33  
34 **1-02.4(1) General**  
35 **(August 15, 2016 APWA GSP Option B)**

36  
37 *The first sentence of the last paragraph is revised to read:*

38  
39 Any prospective Bidder desiring an explanation or interpretation of the Bid Documents,  
40 shall request the explanation or interpretation in writing by close of business 6 business

1 days preceding the bid opening to allow a written reply to reach all prospective Bidders  
2 before the submission of their Bids.

### 3 4 **1-02.5 Proposal Forms**

5 **(July 31, 2017 APWA GSP)**

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

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

18  
19 The Contracting Agency reserves the right to arrange the proposal forms with alternates  
20 and additives, if such be to the advantage of the Contracting Agency. The bidder shall  
21 bid on all alternates and additives set forth in the Proposal Form unless otherwise  
22 specified.

### 23 24 **1-02.6 Preparation of Proposal**

25 **(July 11, 2018 APWA GSP)**

26  
27 *Supplement the second paragraph with the following:*

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

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

32  
33 *Delete the last two paragraphs, and replace them with the following:*

34  
35 If no Subcontractor is listed, the Bidder acknowledges that it does not intend to use any  
36 Subcontractor to perform those items of work.

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

43  
44 The Bidder shall make no stipulation on the Bid Form, nor qualify the bid in any manner.

45  
46 A bid by a corporation shall be executed in the corporate name, by the president or a  
47 vice president (or other corporate officer accompanied by evidence of authority to sign).

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

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

*The fourth paragraph is revised to read:*  
(\*\*\*\*\*)

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

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

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

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

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

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

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

City of Tacoma Procurement & Payables Division  
Tacoma Public Utilities  
P.O. Box 11007  
Tacoma, WA 98411-0007

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

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

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

Each Proposal shall be submitted in a sealed envelope or shall be submitted electronically via email to [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org), with the Project Name and Project Number as stated in the Call for Bids clearly marked on the outside of the envelope,

or as otherwise required in the Bid Documents, to ensure proper handling and delivery.

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

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

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

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

1. In a sealed envelope labeled the same as for the Proposal, with "Supplemental Information" added, or
2. By e-mail to [bids@cityoftacoma.org](mailto: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](mailto: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](http://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 "Shoring or Extra Excavation Class B", "Disposal of Waste Material", "Uniformed Police Officer for Traffic Control", "Internal Reinstatement of Side Sewers", and "Railroad Flagging" 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®).

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

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

#### **1-05.3(5) Submittal Requirements by Section**

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

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
1-10.2	Railroad Certification
2-07.3(1)	Hydrant Permit
7-08.3(5)	Temporary Sewer Bypass Plans
7-20.2	Example CCTV Pre-Installation Inspection and Reports
7-20.2	Example CCTV Post-Installation Inspection and Reports
7-20.2	Waste Material Disposal Tickets
7-20.3(4)	Waste Material Disposal Information for Offsite Disposal
7-20.3(8)	Short Liner Repair on Host Pipe
7-20.3(9)	Open-Cut Point Repair on Host Pipe
7-21.1(2)	CIPP Installation Plan/Schedule
7-21.1(2)	Safety Plan
7-21.1(2)	Manufacturer's Standards
7-21.1(2)	Certified Test Results for Resin and Tubes
7-21.1(2)	Chemical Resistance Test Results
7-21.1(2)	CIPP Field Sample Test Results
7-21.1(2)	MSDS Sheets
7-21	Informational Handout
7-21.1(2)	List of Admixtures
7-21.2(4)	Resin Baseline IR Spectrum Chemical Fingerprint
7-21.2(4)	Quality of Colorant Based on Percent of Resin Weight
7-21.2(5)	Engineered Design Calculations for Liner Thicknesses
7-21.3(1)	Safety Plan

7-21.3(3)B	Resin Manufacturer's Recommended Cure and Cool Down Procedures, Including Time Limits
7-21.3(3)B	Accelerant Manufacturer's Recommended Cure and Cool Down Procedures, Including Time Limits
7-21.3(3)C	UV Cure Procedures, Including Time Limits
7-21.3(3)D	Methods, Materials, Equipment, and Procedures for Sealing Annular Space
7-21.3(3)D	Verification of Compatibility Between the Liner/Resin and Annular Space Sealant Mixture
7-21.3(3)F	Methods, Materials, Equipment, and Procedures for Removing/Replacing or Repairing Liner Wrinkles and Bunches at Launch Manholes
7-21.3(6)	Post-Installation CCTV Inspections and Inspection Reports
7-21.3(9)	Warranty
8-01.3(1)A	Stormwater Pollution Prevention Plan (SWPPP)

### 1-05.3(6) Project Red Line Drawings

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

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

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

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

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

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

#### A. Project Red Line Drawings:

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

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

**B. Format:**

Identify and date each print; include the designation "PROJECT RED LINE 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.

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

*Supplement this section with the following:*

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

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

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

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

1  
2 The rights exercised under the provisions of this section shall not diminish the  
3 Contracting Agency's right to pursue any other avenue for additional remedy or  
4 damages with respect to the Contractor's failure to perform the work as required.  
5

#### 6 **1-05.11 Final Inspection**

7 *Delete this section and replace it with the following:*  
8

#### 9 **1-05.11 Final Inspections and Operational Testing** 10 **(October 1, 2005 APWA GSP)** 11

##### 12 **1-05.11(1) Substantial Completion Date** 13

14 When the Contractor considers the work to be substantially complete, the Contractor  
15 shall so notify the Engineer and request the Engineer establish the Substantial  
16 Completion Date. The Contractor's request shall list the specific items of work that  
17 remain to be completed in order to reach physical completion. The Engineer will  
18 schedule an inspection of the work with the Contractor to determine the status of  
19 completion. The Engineer may also establish the Substantial Completion Date  
20 unilaterally.  
21

22 If, after this inspection, the Engineer concurs with the Contractor that the work is  
23 substantially complete and ready for its intended use, the Engineer, by written notice to  
24 the Contractor, will set the Substantial Completion Date. If, after this inspection the  
25 Engineer does not consider the work substantially complete and ready for its intended  
26 use, the Engineer will, by written notice, so notify the Contractor giving the reasons  
27 therefore.  
28

29 Upon receipt of written notice concurring in or denying substantial completion, whichever  
30 is applicable, the Contractor shall pursue vigorously, diligently and without unauthorized  
31 interruption, the work necessary to reach Substantial and Physical Completion. The  
32 Contractor shall provide the Engineer with a revised schedule indicating when the  
33 Contractor expects to reach substantial and physical completion of the work.  
34

35 The above process shall be repeated until the Engineer establishes the Substantial  
36 Completion Date and the Contractor considers the work physically complete and ready  
37 for final inspection.  
38

##### 39 **1-05.11(2) Final Inspection and Physical Completion Date** 40

41 When the Contractor considers the work physically complete and ready for final  
42 inspection, the Contractor by written notice, shall request the Engineer to schedule a  
43 final inspection. The Engineer will set a date for final inspection. The Engineer and the  
44 Contractor will then make a final inspection and the Engineer will notify the Contractor in  
45 writing of all particulars in which the final inspection reveals the work incomplete or  
46 unacceptable. The Contractor shall immediately take such corrective measures as are  
47 necessary to remedy the listed deficiencies. Corrective work shall be pursued vigorously,  
48 diligently, and without interruption until physical completion of the listed deficiencies.  
49 This process will continue until the Engineer is satisfied the listed deficiencies have been  
50 corrected.  
51

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

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

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

#### 14 15 **1-05.11(3) Operational Testing**

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

32  
33 The costs for power, gas, labor, material, supplies, and everything else needed to  
34 successfully complete operational testing, shall be included in the unit Contract prices  
35 related to the system being tested, unless specifically set forth otherwise in the proposal.

36  
37 Operational and test periods, when required by the Engineer, shall not affect a  
38 manufacturer's guaranties or warranties furnished under the terms of the Contract.

#### 39 40 **1-05.13 Superintendents, Labor and Equipment of Contractor** 41 **(August 14, 2013 APWA GSP)**

42  
43 *Delete the sixth and seventh paragraphs of this section.*

#### 44 45 **1-05.15 Method of Serving Notices** 46 **(March 25, 2009 APWA GSP)**

47 *Revise the second paragraph to read:*

48  
49 All correspondence from the Contractor shall be directed to the Project Engineer. All  
50 correspondence from the Contractor constituting any notification, notice of protest, notice  
51 of dispute, or other correspondence constituting notification required to be furnished

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

5  
6 *Add the following new section:*

7  
8 **1-05.16 Water and Power**  
9 **(October 1, 2005 APWA GSP)**

10  
11 The Contractor shall make necessary arrangements, and shall bear the costs for power  
12 and water necessary for the performance of the work, unless the Contract includes  
13 power and water as a pay item.

14  
15 *Add the following new section:*

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

19  
20 **1-05.19(1) Summary**

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

26  
27 User registration, electronic and computer equipment, and internet connections are the  
28 responsibility of each project participant.

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

34  
35 **1-05.19(2) Training & Support**

36  
37 A group training session scheduled by the Contracting Agency will be provided for the  
38 Contractor at a City of Tacoma training facility. The training session duration is generally  
39 4 hours. The Contractor's e-Builder® users are required to attend the scheduled training  
40 sessions that they are assigned to. Requests for specific scheduled classes will be on a  
41 first come first served basis by availability.

42  
43 **1-05.19(3) Authorized Users**

44  
45 Access to the web site will be by individuals who are licensed users.

- 46  
47 1. The City will provide the Contractor with up to four licensed user accounts for the  
48 duration of the project. The sharing of user accounts is prohibited.  
49 2. Additional licensed user accounts may be purchased from e-Builder®.

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

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

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

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

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

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

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

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

26 No separate payment will be made for the use of e-Builder®, as this will be considered  
27 incidental to the Contract. All costs incurred to carry out the requirements of utilizing and  
28 maintaining e-Builder®, including but not limited to, labor, training, equipment, and  
29 required software are the sole responsibility of the Contractor.  
30  
31

32 **END OF SECTION**  
33  
34

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

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

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

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

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

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

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

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

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

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

QPL's are not accepted by the City.

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

*This section is deleted in its entirety.*

### **END OF SECTION**

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

### **1-07.1 Laws to be Observed**

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

*Supplement this section with the following:*

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

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

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

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

1 **1-07.2 State Taxes**

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

3 *Supplement this section with the following:*

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

8  
9 **1-07.9 Wages**

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

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

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

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

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

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

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

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

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

29 *This section is supplemented with the following:*

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

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

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

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

7 *This section is revised to read:*  
8

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

14  
15 The SPCC Plan shall address all fuels, petroleum products, hazardous materials, and  
16 other materials as defined in Chapter 447 of the WSDOT Environmental Procedures  
17 Manual (M 31-11). Occupational safety and health requirements that may pertain to  
18 SPCC Plan implementation are contained in, but not limited to, WAC 296-824 and WAC  
19 296-843.

20  
21 **Implementation Requirements**

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

28  
29 If hazardous materials are encountered or spilled during construction, the Contractor  
30 shall do everything possible to control and contain the material until appropriate  
31 measures can be taken. The Contractor shall supply and maintain spill response kits of  
32 appropriate size within close proximity to hazardous materials and equipment.

33  
34 The Contractor shall implement the spill prevention measures identified in the SPCC  
35 Plan before performing any of the following:

- 36  
37 1. Placing materials or equipment in staging or storage areas.  
38  
39 2. Refueling, washing, or maintaining equipment.  
40  
41 3. Stockpiling contaminated materials.  
42

43 **SPCC Plan Element Requirements**

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

- 45  
46 1. Responsible Personnel  
47 Identify the name(s), title(s), and contact information, including a 24/7 emergency  
48 contact number, for the personnel responsible for implementing and updating the  
49 plan, including all spill responders.  
50

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

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

## 50 Payment

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

3  
4 "SPCC Plan," lump sum.

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

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

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

- 13  
14 1. All costs associated with creating the accepted SPCC Plan.  
15  
16 2. All costs associated with providing and maintaining the on-site spill prevention  
17 equipment described in the accepted SPCC Plan.  
18  
19 3. All costs associated with providing and maintaining the on-site standby spill  
20 response equipment and materials described in the accepted SPCC Plan.  
21  
22 4. All costs associated with implementing the spill prevention measures identified in  
23 the accepted SPCC Plan.  
24  
25 5. All costs associated with updating the SPCC Plan as required by this  
26 Specification.  
27

28 As to other costs associated with releases or spills, the Contractor may request payment  
29 as provided for in the Contract. No payment shall be made if the release or spill was  
30 caused by or resulted from the Contractor's operations, negligence, or omissions.  
31

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

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

34 **(\*\*\*\*\*)**

35 *This section is supplemented with the following:*  
36

37  
38 The Contractor shall contact all property owners and tenants in the vicinity of this project,  
39 via newsletter/mailling, a minimum of one (1) week prior to start of construction.  
40

41 The Contractor shall submit a simple informational handout aimed to educate property  
42 owners on the odors associated with the lining process. The Contractor shall distribute  
43 the informational handout to residents prior to the main segment rehabilitation. The  
44 distribution area shall include the properties on the segment to be lined as well as the  
45 properties on the upstream and downstream segments.  
46

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

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

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

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

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

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

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

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

24  
25 The City of University Place contact is:

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

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

31  
32 **Segments #6271969, #6253181, and #6263953 (S. J. St. From Division Avenue to S.**  
33 **3<sup>rd</sup> St. and S. 4<sup>th</sup> St. From J St. to I St.)**

34  
35 The Contractor shall coordinate the work adjacent to Kaiser Permanente and Multicare  
36 Tacoma General Hospital at minimum 14 in advance of construction activities.

37  
38 The Multicare Tacoma General Hospital's contacts are:

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

41  
42 **Segments #6261645 and #6251416 (S. 18<sup>th</sup> St. From S. Union Ave. to S. Cedar St.)**

43  
44 Prior to any work on these stormwater segments in the parking lot of 1717 S. Union Ave.  
45 and 1601 S. Union Ave., coordination shall occur with the Life Center Central Campus  
46 and City of Tacoma.

47  
48 The Life Center Central Campus has scheduled in-person community gathering  
49 sessions at the following days and times:

- 50 • Thursday at 7 PM

- Sunday at 8:30 AM, 10 AM, 11:30 AM, 2:00 PM, and 4:00 PM

The Life Center Central Campus will also resume classroom instruction for students in late August 2022.

The Life Center Central Campus supervisor contact is:

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

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

## **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
- City of Tacoma Planning and Development Services, Contact: Craig Kuntz, phone: (253) 405-2068
- 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
- Lumen, Contact: Joseph Parker, phone: (253) 315-3326,  
[jparker@waecoeng.com](mailto:jparker@waecoeng.com) or at [relocations@lumen.com](mailto:relocations@lumen.com)
- 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](mailto: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
- Multicare Tacoma General Hospital Facility Contacts: Matt Counas,  
[matt.counas@multicare.org](mailto:matt.counas@multicare.org), phone: (253) 403-4541 and Gar Johnson,  
[gwjohnson@multicare.org](mailto:gwjohnson@multicare.org), phone: (253) 403-1297
- Washington State Dept. of Transportation Contact: Andy Larson,  
[LarsonA@wsdot.gov](mailto:LarsonA@wsdot.gov)
- City of University Place contact: Kevin Schmidt, Operations & Maintenance Crew Chief, [kschmidt@CityofUP.com](mailto:kschmidt@CityofUP.com), (253) 381-7721

- Life Center Central Campus contact: Mark Green, Supervisor, (253) 678-3025
- The Life Manor Independent Living main office contact phone number is (253) 779-3800

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 of these Special Provisions. NOTE: As stated in Section 4.10 of the City of Tacoma Insurance Requirements, the Contractor is responsible for obtaining Railroad Protective Liability Insurance as required by Union Pacific Railroad.**

#### **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  
2 **1-07.23(1) Construction under Traffic**

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

4 *This section is supplemented with the following:*

5  
6 The following special traffic requirements shall be adhered to during all phases of  
7 construction:

8  
9 S. 19<sup>th</sup> St. \*, 91<sup>st</sup> Ave. W. \*, S. 21<sup>st</sup> St. \*/SR-509\* and I-705\*, S. 18<sup>th</sup> St. \*, Sheridan Ave\*, S.  
10 23<sup>rd</sup> St. \*, S. 25<sup>th</sup> St. \*, S. 27<sup>th</sup> St. \*, S. 4<sup>th</sup> St. \*, S. J. St. \*, S. I. St. \*, St. Paul Avenue\*, E. 15<sup>th</sup>  
11 St. \*, Lincoln Avenue\*, River Street\*, and Portland Avenue\* shall remain fully open to  
12 vehicular and pedestrian traffic at all times.

13  
14 No work is permitted to occur within the City's various business districts and downtown  
15 areas during the period from November 24, 2022 through January 1, 2023.

16  
17 **EXCEPTION:**

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

control provisions, which include maintaining two-way traffic in separate lanes, and only from 9 AM to 3 PM.

- Two-way (as applicable) traffic in separate lanes along all arterial streets (those identified with an “\*” in the list at the beginning of this section) must be maintained as a default traffic control objective (exceptions are identified below). Any work/work zone within an arterial roadway that requires a shift of travel lanes (in order to maintain two-way traffic) is restricted to doing so only from 9 AM to 3 PM (or from 9 PM to 5 AM with approved noise variance) and must have written confirmation from the contractor that proper roadway vertical and horizontal clearances are available (or can be made available through contractor’s means) within the proposed roadway space to be used for moving traffic. Any work/work zone within an arterial roadway that only impacts parking is permitted to be in effect from 7 AM to 5 PM (or 9 PM to 5 AM with approved noise variance) with proper 72-hour (minimum) advance notice of parking restrictions.

Exceptions:

- Two-way, one-lane flagger control (and potential complementary detour relying on the arterial roadway network) on an arterial will only be considered (with provided supporting reasons) during off-peak hours (including night time with approved noise variance) when no other means to conduct the work is possible, with specific working times (e.g., limited daytime working hours or possibly night-only times with approved noise variance) to be determined on a case-by-case basis. Additional traffic control provisions, such as advance PCMS deployment, may be required depending on the situation/particular arterial roadway. Contractor shall reopen the roadway and all parking areas at the conclusion of each work shift.
- Any proposed closure of an intersection and/or roadway, including an arterial roadway if one direction of traffic flow is able to be maintained, can be considered in extenuating circumstances (and with provided supporting reasons) with at least 10 working days’ notice and proposed traffic control/detour plan. Depending on the location, temporary traffic control provisions may include, but is not limited to, advance notification (minimum 7 days) to City departments, other agencies, and affected businesses; advance notice (by a minimum of 7 days), and continued during for the work duration, to the traveling public via PCMS; and a signed detour utilizing pre-approved roadways (an arterial route must be available if proposing to directionally close an arterial roadway or intersection). Contractor shall fully reopen the roadway/intersection at the conclusion of each work day (or shift) and cover/remove any associated traffic control/detour signing. Concurrent closures, whether a part of this project or overlapping from potential other projects/construction, of this nature within the same general area will not be permitted.

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

38  
39 Contractor must provide proper advance notice per the City of Tacoma Traffic Control  
40 Handbook prior to any traffic revisions.

41  
42 To minimize the disruption to access to adjacent properties, and to Pierce Transit  
43 operations, the lane closure area shall be limited to that area of active work and

1 necessary for appropriate lane closure tapers. The Contractor shall stage work to  
2 maintain access to and egress from all properties at all times.

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

7  
8 Where, in the opinion of the Engineer, parking is a hazard to through traffic or to the  
9 construction work, parking may be restricted either entirely or during the time when it  
10 creates a hazard. Signs for restricting parking shall be approved by the City and placed  
11 by the Contractor. The Contractor shall be responsible for and shall maintain all such  
12 signs. The replacement of signs restricting parking shall be as approved by the  
13 Engineer.

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

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

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

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

47  
48 **1-07.23(2) Construction and Maintenance of Detours**  
49 **(April 1, 2018 Tacoma GSP)**

50 *This section is supplemented with the following:*  
51

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

15  
16 The Contractor shall notify the Engineer three (3) working days in advance of  
17 implementation of any street closures/detours allowed under the Contract. Advance  
18 notice signing shall be placed a minimum of three (3) working days prior to  
19 implementation of any street closure/detour.

20  
21 A minimum of three (3) working days prior to any street closure, the Contractor shall  
22 notify all entities below:

23		
24	Tacoma Fire Dept.	(253-591-5775)
25	Tacoma Police Dept.	(253-591-5932)
26	LESA Communications Center	(253-798-4721 - Opt.#2)
27	Tacoma Public Schools Transportation Office	(253-571-1853)
28	Pierce Transit	(253-581-8001)
29	Tacoma Environmental Services Solid Waste	(253-591-5544)
30	Tacoma Public Works Engineering Division	(253-591-5500)
31	Tacoma Public Works Streets and Grounds	(253-591-5495)

32  
33 **1-07.24 Rights of Way**  
34 **(July 23, 2015 APWA GSP)**

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

37  
38 Street Right of Way lines, limits of easements, and limits of construction permits are  
39 indicated in the Plans. The Contractor's construction activities shall be confined within  
40 these limits, unless arrangements for use of private property are made.

41  
42 Generally, the Contracting Agency will have obtained, prior to bid opening, all rights of  
43 way and easements, both permanent and temporary, necessary for carrying out the  
44 work. Exceptions to this are noted in the Bid Documents or will be brought to the  
45 Contractor's attention by a duly issued Addendum.

46  
47 Whenever any of the work is accomplished on or through property other than public  
48 Right of Way, the Contractor shall meet and fulfill all covenants and stipulations of any  
49 easement agreement obtained by the Contracting Agency from the owner of the private  
50 property. Copies of the easement agreements may be included in the Contract

Provisions or made available to the Contractor as soon as practical after they have been obtained by the Engineer.

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

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

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

## END OF SECTION

### 1-08 PROSECUTION AND PROGRESS

*Add the following new section:*

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

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

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

1. To review the initial progress schedule;
2. To establish a working understanding among the various parties associated or affected by the work;

3. To establish and review procedures for progress payment, notifications, approvals, submittals, etc.;
4. To establish normal working hours for the work;
5. To review safety standards and traffic control; and
6. To discuss such other related items as may be pertinent to the work.

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

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

*Add the following new section:*

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

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

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

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

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

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

*Add the following new section:*

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

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

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

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

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

*The eighth paragraph is revised to read:*

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

**1-08.4 Prosecution of Work**

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

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

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

When shown in the Plans, the first order of work shall be the installation of high visibility fencing to delineate all areas for protection or restoration, as described in the Contract.

1 Installation of high visibility fencing adjacent to the roadway shall occur after the  
2 placement of all necessary signs and traffic control devices in accordance with 1-10.1(2).  
3 Upon construction of the fencing, the Contractor shall request the Engineer to inspect  
4 the fence. No other work shall be performed on the site until the Contracting Agency has  
5 accepted the installation of high visibility fencing, as described in the Contract.

6  
7 **1-08.5 Time for Completion**  
8 **(March 16, 2016 Tacoma GSP)**

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

10  
11 Contract time shall begin on the first working day following the Notice to Proceed Date.

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

29  
30 *Revise the sixth paragraph to read:*

31  
32 The Engineer will give the Contractor written notice of the completion date of the  
33 contract after all the Contractor's obligations under the contract have been performed by  
34 the Contractor. The following events must occur before the Completion Date can be  
35 established:

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

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

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

This project shall be physically completed within 50 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 after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Project Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

**END OF SECTION**

**1-09 MEASUREMENT AND PAYMENT**

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

*Supplement this Section with the following:*

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

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

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

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

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

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

2  
3 The basis of payment will be the actual quantities of Work performed according to the  
4 Contract and as specified for payment.

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

13  
14 Progress payments for completed work and material on hand will be based upon  
15 progress estimates prepared by the Engineer. A progress estimate cutoff date will be  
16 established at the preconstruction conference.

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

24  
25 The value of the progress estimate will be the sum of the following:

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

35  
36 Progress payments will be made in accordance with the progress estimate less:

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

41  
42 Progress payments for work performed shall not be evidence of acceptable performance  
43 or an admission by the Contracting Agency that any work has been satisfactorily  
44 completed. The determination of payments under the contract will be final in accordance  
45 with Section 1-05.1.

46  
47 *This section is supplemented with the following:*  
48 **(January 6, 2015 Tacoma GSP)**  
49

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

6  
7 Stockpiled Material - The point of acceptance of stockpiled material for payment and  
8 quality shall be at the time of incorporation into the contract.

9  
10 **1-09.9(1) Retainage**  
11 **(May 10, 2006 Tacoma GSP)**

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

13  
14 6. A "General Release to the City of Tacoma" is on file with the Contracting Agency.

15 7. A release has been obtained from the City of Tacoma's City Clerk's Office.  
16

17 **1-09.13(3)A Administration of Arbitration**  
18 **(October 1, 2005 APWA GSP)**

19 *Revise the third paragraph to read:*

20  
21 The Contracting Agency and the Contractor mutually agree to be bound by the decision  
22 of the arbitrator, and judgment upon the award rendered by the arbitrator may be  
23 entered in the Superior Court of the county in which the Contracting Agency's  
24 headquarters are located. The decision of the arbitrator and the specific basis for the  
25 decision shall be in writing. The arbitrator shall use the contract as a basis for decisions.  
26

27  
28 **END OF SECTION**  
29

30  
31 **1-10 TEMPORARY TRAFFIC CONTROL**  
32

33 **1-10.1(2) Description**  
34 **(July 22, 2019 Tacoma GSP)**

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

36  
37 The Contractor shall keep lanes, on-ramps, and off-ramps open to traffic at all times  
38 except when Work requires closure(s) that have been requested and approved in  
39 accordance with section 1-10.2(2).  
40

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

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

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

47  
48 Only uniformed off-duty police officers shall be used to control traffic when it is  
49 necessary to override or provide traffic control at signalized intersections. Off-duty City  
50 of Tacoma Police Department officers are preferred within the jurisdiction of the Tacoma

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

3  
4 The City will make all necessary temporary adjustments to existing traffic signals and  
5 traffic signal activators.

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

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

## 16 **Traffic Control Management**

### 17 **1-10.2(1) General**

18 **(January 3, 2017)**

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

20  
21  
22 Only training with WSDOT TCS card and WSDOT training curriculum is recognized in  
23 the State of Washington. The Traffic Control Supervisor shall be certified by one of the  
24 following:

25  
26 The Northwest Laborers-Employers Training Trust  
27 27055 Ohio Ave.  
28 Kingston, WA 98346  
29 (360) 297-3035

30  
31 Evergreen Safety Council  
32 12545 135<sup>th</sup> Ave. NE  
33 Kirkland, WA 98034-8709  
34 1-800-521-0778

35  
36 The American Traffic Safety Services Association  
37 15 Riverside Parkway, Suite 100  
38 Fredericksburg, Virginia 22406-1022  
39 Training Dept. Toll Free (877) 642-4637  
40 Phone: (540) 368-1701

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

### 43 **Segments #6267695, #6257311 and #6265712 (St. Paul Avenue)**

44  
45  
46 The Contractor and subcontractors employed by the City to perform the construction  
47 work within 50 feet of the centerline of the Union Pacific railroad tracks in St. Paul  
48 Avenue shall comply with all requirements of Federal Railroad Administration regulations  
49 regarding railroad workplace safety included in Title 49, Part 214 of the Code of Federal  
50 Regulations.

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

6  
7 **Segment #6261350 (S. 21<sup>st</sup> St. From Pacific Ave. to I-705)**  
8

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

16  
17 *Section 1-10.3 is supplemented with the following:*  
18

19 **Signalized Intersections**  
20 **(August 15, 2019 Tacoma GSP)**  
21

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

25  
26 All off-duty officers shall be commissioned within the State of Washington.

27  
28 Tacoma Police Department officers shall be the first choice for traffic control that  
29 overrides any traffic signal within the jurisdiction of the City of Tacoma PD. The  
30 Contractor shall first contact Tacoma Police Department, Special Events Sergeant, to  
31 schedule police officers for the specified traffic control duty.

32  
33 Tacoma Police Department  
34 Special Events Sergeant  
35 (253) 591-5932  
36 [TacomaPoliceEvents@ci.tacoma.wa.us](mailto:TacomaPoliceEvents@ci.tacoma.wa.us)  
37

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

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

46  
47 The Contractor will not be compensated for any off-duty officers from other jurisdictions  
48 performing traffic control without prior approval from the Engineer, and the Contracting  
49 Agency may stop work in accordance with Section 1-08.6, "Suspension of Work".  
50

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

2 *This heading is revised to read:*

3  
4 **1-10.3(1)A Flaggers and Spotters**

5 **(\*\*\*\*\*)**

6  
7 *This section is supplemented with the following:*

8  
9 The Contractor shall provide a spotter where needed and when indicated on the Plans  
10 and/or with these Specifications. The spotter's sole duties are as follows: the spotter shall  
11 walk ahead of the construction vehicle in the direction of vehicle travel to ensure no  
12 student, school employee, school visitors, or other pedestrians are in the path of vehicle  
13 travel, as well as exclusively assisting with the navigation of pedestrians through, around,  
14 adjacent to, and/or through the work zone or adjoining traffic control areas as indicated in  
15 the traffic control plans or as directed to do so on-site. In the course of these  
16 responsibilities, the spotter shall signal the vehicle to stop should a student, school  
17 employee, visitor, or other pedestrian be in the immediate path of the vehicle. The vehicle  
18 shall remain stopped under the direction of the spotter until all pedestrians are out of the  
19 immediate path of the vehicle. Spotters shall assist pedestrians through the construction  
20 zone as needed.

21  
22 **See Special Provisions Section 8-30 for Railroad Safety & Coordination with Union**  
23 **Pacific Railroad for flagging requirements.**

24  
25 **1-10.3(1)B Other Traffic Control Labor**

26 *This section is revised to read:*

27  
28 In addition to flagging duties, the Contractor shall provide personnel for all other traffic  
29 control procedures required by the construction operations and for the labor and  
30 equipment to install, maintain, and remove any traffic control devices shown on Traffic  
31 Control Plans.

32  
33 **1-10.3(3)A Construction Signs**

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

35 *The fifth paragraph is revised to read:*

36  
37 Signs, posts, or supports that are lost, stolen, damaged, destroyed, or which the  
38 Engineer deems to be unacceptable while their use is required on the project shall be  
39 replaced by the Contractor at their expense.

40  
41 **1-10.3(3)C Portable Changeable Message Sign**

42 **(August 4, 2010 Tacoma GSP)**

43 *This section is supplemented with the following:*

44  
45 Portable Changeable Message Signs shall be required on arterials streets where  
46 construction occurs for durations longer than seven (7) calendar days. Signs shall be  
47 solar charged and programmable. Signs shall be provided a minimum of seven (7)  
48 calendar days prior to construction and remain through the duration of the construction  
49 on the arterial street. Signs shall be provided on each end of the arterial street  
50 construction zone notifying oncoming traffic of the construction conditions. All costs

1 associated with providing and maintain the signs for the required duration shall be  
2 included in the proposal item, "Project Temporary Traffic Control", per lump sum

3  
4 **1-10.4(2) Item Bids with Lump Sum for Incidentals**  
5 **(January 11, 2006 Tacoma GSP)**

6 *This section is supplemented with the following:*

7  
8 No unit of measure will apply to the position of traffic control manager and it will be  
9 considered included in other unit contract prices in the Bid Proposal.

10  
11 "Uniformed Police Officer for Traffic Control" will be measured by the hour. Portions of  
12 an hour will be rounded up to a whole hour.

13  
14 **1-10.5(2) Item Bids with Lump Sum for Incidentals**  
15 **(January 11, 2006 Tacoma GSP)**

16 *This section is supplemented with the following:*

17  
18 "Uniformed Police Officer for Traffic Control", per hour  
19 The unit contract price, when applied to the number of units measured for this item in  
20 accordance with Section 1-10.4(2), shall be full compensation for all cost incurred by the  
21 Contractor in performing the work in accordance with Section 1-10.3.

22  
23  
24 **END OF SECTION**

25  
26  
27 **2-07 WATERING**  
28 **(August 3, 2009 Tacoma GSP)**

29  
30 **2-07.3 Construction Requirements**

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

32  
33 The Engineer may direct that the Contractor apply water during non-working hours such  
34 as evenings, weekends, or recognized holidays.

35  
36 *Section 2-07.3 is supplemented with the following:*

37  
38 **2-07.3(1) Water Supplied from Hydrants**

39  
40 There is no guarantee that all fire hydrants will be available for use for cleaning, lining, or  
41 any other construction activities associated with this project. Prior to construction  
42 activities, it shall be the Contractor's responsibility to verify which hydrants will be  
43 available by contacting Tacoma Water. The Contractor shall use only those hydrants  
44 designated by Tacoma Water.

45  
46 Water supplied from hydrants governed by Tacoma Water shall be used in strict  
47 compliance with the "Operating Procedures for the use of Water Division Hydrants"  
48 available at the Tacoma Water Permit Counter.

49  
50 The Contractor shall obtain a Hydrant Permit prior to start of work by contacting the  
51 Water Permit Counter at (253) 502-8247, 2<sup>nd</sup> floor, Tacoma Public Utilities,

Administrative Building, 3628 South 35<sup>th</sup> 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**

*Section 7-08.3 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 shall be in enclosed hoses or pipes that are adequately protected from traffic, and shall be redirected into the appropriate sewer system. The discharge of sewage to private property, city streets, sidewalks, storm sewer, or any location other than an approved sanitary sewer is prohibited. The Contractor shall be liable for all cleanup, damages, and resultant fines should the Contractor's operation cause any backups, overflows, or property damage.

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

3  
4 Silenced pumps shall be used in all areas of night time work to minimize noise disruption  
5 and meet the noise control requirements of Tacoma Municipal Code Chapter 8.122.

6  
7 The Contractor may use lay-flat hose to bypass storm and sanitary sewers. The  
8 Contractor shall ensure that sewage spills do not occur with the use of lay flat hoses. If  
9 sewage spills occur, the Contractor will be required to use hard pipe for all sanitary  
10 sewers.

### 11 12 **7-08.3(5)B Backup Equipment and Monitoring**

13  
14 Bypass pumping shall be scheduled for continuous operation with back-up pumps,  
15 generators, and other equipment available on-site at all times for periods of maintenance  
16 and refueling or failure of the primary bypass pump(s). The Contractor shall provide  
17 experienced monitoring personnel on site at all times to verify the bypass pumping  
18 system remains functional. These individuals shall have the experience to operate and  
19 maintain the bypass system to ensure there is continuous operation of the bypass  
20 system.

### 21 22 **7-08.3(5)C Flow for Bypass System Design**

23  
24 The Contractor is responsible for bypassing all flow present in the pipe at the time CIPP  
25 installation is to occur, up to a maximum of full pipe flow. Flow can increase significantly  
26 during rain events and remain increased for several days after rain events in both storm  
27 and sanitary sewer pipes. If flow is greater than full pipe, the Contractor may elect to  
28 wait for flow conditions to decrease to full pipe prior to removing the subject line from  
29 service. Working days may be adjusted per Specification 1-08.5.

30  
31 Once the Contractor removes a pipe from service, the Contractor is responsible for  
32 bypassing all flow in the system, even if the system surcharges and exceeds full pipe  
33 capacity, until the line is returned to service.

34  
35 The Contracting Agency has calculated the full pipe flow for the following individual  
36 segments (for informational purposes only):

### 37 38 **Wastewater Main Segments in St. Paul Avenue and Portland Avenue**

39	A.	Segment #6257282 15-Inch Diameter	1,000 gpm
40	B.	Segment #6255295 18-Inch Diameter	1,270 gpm
41	C.	Segment #6257311 18-Inch Diameter	1,175 gpm
42	D.	Segment #6255498 18-Inch Diameter	1,575 gpm
43	E.	Segment #6257322 18-Inch Diameter	1,600 gpm
44	F.	Segment #6257355 18-Inch Diameter	1,575 gpm
45	G.	Segment #6265712 18-Inch Diameter	1,565 gpm
46	H.	Segment #6258395 18-Inch Diameter	1,600 gpm
47	I.	Segment #6257924 18-Inch Diameter	2,700 gpm
48	J.	Segment #6256844 18-Inch Diameter	775 gpm
49	K.	Segment #6259081 18-Inch Diameter	1,600 gpm
50	L.	Segment #6259091 18-Inch Diameter	1,800 gpm

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

- A. Segment #6294990 48-Inch Diameter 46,900 gpm
- B. Segment #6261350 30-Inch Diameter 50,400 gpm
- C. Segment #6261645 30-Inch Diameter 7,700 gpm
- D. Segment #6251416 30-Inch Diameter 9,600 gpm
- E. Segment #6255721 30-Inch Diameter 18,400 gpm
- F. Segment #6282905 30-Inch Diameter 18,300 gpm
- G. Segment #6253432 30-Inch Diameter 22,700 gpm
- H. Segment #6282906 30-Inch Diameter 22,700 gpm

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

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

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

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

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

The Contractor shall submit site-specific Bypass Pumping Plans for each location in accordance with Section 1-05. The Contractor's plan for bypass pumping shall be reviewed by the Contracting Agency before the Contractor will be allowed to commence bypass pumping. The 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.

**Bypass Pumping Plan for Segments #6257924, #6256844, #6259081, and #6259091 (Portland Avenue)**

The segments to be lined in St. Paul Avenue and Portland Avenue are tidally-influenced and bypassing these flows will need to occur when tidal flows are low. Bypass flow ramps shall not be permitted on Portland Avenue and River Street. The Contracting Agency encourages the Contractor to design the above-ground bypass line from MH #6771014 to discharge into the City of Tacoma's Eductor Decant Facility located at 2101 Cleveland Way. The plan shall also address burying the bypass line across River Street. Burying of the bypass line will occur approximately 150 linear feet north of the existing railroad tracks. The Contractor shall include a section in the site-specific Project Temporary Traffic Control Plan of how this work will be addressed.

Contractor must coordinate the bypass line discharging into MH #6771014 with the City of Tacoma's Eductor Decant Facility contact, Mark Triplett, Maintenance Supervisor, at (253) 341-1958, at minimum, 14 days in advance of work. The manhole is scheduled for bi-monthly cleaning and cannot be accessed on these dates by the Contractor for bypass pumping activities in 2022:

1. August 10, 24
2. September 7, 21
3. October 5, 19
4. November 2, 16
5. December 14, 28

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

**Bypass Pumping Plan for Segments #6271969, #6253181, and #6263953 (S. J. St. From Division Avenue to S. 3<sup>rd</sup> St. and S. 4<sup>th</sup> St. From J St. to I St.)**

The wastewater segments #6271969 and #6253181 receive flows from the neonatal wing of the hospital and the Contractor must coordinate this work prior to any work on these active wastewater segments. The Contractor must include a section in the Bypass Pumping Plan that specifically addresses how these segments and side sewers 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.

**7-08.4 Measurement**

*This section is supplemented with the following:*

No specific measurement shall apply to the lump sum item "Temporary \_\_\_\_ Sewer Bypass".

1 No specific measurement shall apply to the lump sum item "Temporary \_\_\_\_ Sewer  
2 Bypass Plan".

3  
4 "Bypass Side Sewer" will be paid by force account in accordance with Section 1-09.6.

5  
6 "Bury Bypass Across River Street" will be paid by force account in accordance with  
7 Section 1-09.6.

8  
9 "Bury Bypass Across Driveway" will be paid by force account in accordance with Section  
10 1-09.6.

#### 11 12 **7-08.5 Payment**

13 *This section is supplemented with the following:*

14  
15 "Temporary \_\_\_\_ Sewer Bypass", per lump sum.

16  
17 The lump sum Contract prices for "Temporary \_\_\_\_ Sewer Bypass" shall be full payment  
18 for labor, equipment, and materials, including but not limited to, personnel, fuel,  
19 monitoring, power, pumps, piping, barricades, emergency stand-by equipment,  
20 trenching, surface restoration costs, and all other work necessary to maintain  
21 uninterrupted storm and sanitary sewer services by bypassing the applicable sewer  
22 system flows. Bypass pumping for all segments are incidental to this bid item, except for  
23 the River Street buried bypass crossing.

24  
25 "Temporary \_\_\_\_ Sewer Bypass Plan", per lump sum

26  
27 The lump sum Contract price for "Temporary \_\_\_\_ Sewer Bypass Plan" shall be full pay  
28 for all costs, including but not limited to, preparing, submitting, revising, and resubmitting  
29 revisions for the Temporary Bypass Plan.

30  
31 "Bypass Side Sewer", by force account as provided in Section 1-09.6.

32  
33 All labor, materials, and other costs associated with bypassing side sewers, including the  
34 construction of cleanouts or other acceptable means of gaining access to the existing  
35 side sewer outside the building to bypass flows in accordance with these Specifications  
36 will be paid by force account in accordance with Section 1-09.6.

37  
38 "Bury Bypass Across River Street", by force account as provided in Section 1-09.6.  
39 Shoring or extra excavation to bury the pipe shall be paid for in the "Shoring or Extra  
40 Excavation Class B" bid item.

41  
42 "Bury Bypass Across Driveway", by force account as provided in Section 1-09.6.  
43 Shoring or extra excavation to bury the pipe shall be paid for in the "Shoring or Extra  
44 Excavation Class B" bid item.

45  
46  
47 **END OF SECTION**

48  
49  
50 *Add the following new section:*  
51

1 **7-20 PRE-INSTALLATION CLEANING, INSPECTION AND ASSESSMENT OF**  
2 **SEWER LINES**  
3 **(\*\*\*\*\*)**  
4

5 **7-20.1 Description**  
6

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

10  
11 **7-20.2 Submittals**  
12

13 **Submittals Prior to Work:**  
14

15 **Example CCTV Inspection**

16 CCTV inspection work must be completed by certified National Association of  
17 Sewer Service Companies (NASSCO) Pipeline Assessment and Certification  
18 Program (PACP) trained operator(s) using established PACP coding and  
19 observations. Coding and observations results shall be recorded and presented  
20 on a per "asset" basis, manhole-to-manhole. A pipe "asset" is defined as one  
21 continuous pipe from the upstream manhole to the downstream manhole.  
22

23 Prior to performing CCTV inspections for this project, the Contractor shall submit  
24 examples of prior CCTV inspection work. This submittal shall include a Pre-  
25 Installation CCTV inspection, PACP database, and associated Inspection Report,  
26 and a Post-Installation CCTV inspection, PACP database, and associated  
27 Inspection Report. These shall be uploaded to e-Builder with other submittals  
28 and will be reviewed by the Engineer to determine if the quality of the CCTV  
29 image and the content of the inspection report is acceptable and if defects were  
30 properly identified and documented on the Inspection Report.  
31

32 The video files shall be recorded and submitted in MPEG-2 format and include  
33 an unmodified NASSCO- PACP Certified Access Database conducted entirely in  
34 digital format with electronic reference to survey. The PACP database shall  
35 include the City's line segment ID as shown on the Plans. No other file format will  
36 be accepted unless approved by the Engineer.  
37

38 If the Contractor hires any portion of this work out to a subcontractor, the  
39 subcontractor shall submit examples as described above. The videos and  
40 reports shall be prepared by the Contractor who will actively be performing the  
41 work.  
42

43 The Contractor or subcontractor shall be responsible for modifications to  
44 equipment, software, and/or inspection procedures necessary to achieve report  
45 material of acceptable quality. No CIPP work shall commence prior to approval  
46 of the examples by the Engineer. Once accepted, the report material shall serve  
47 as a standard for the remaining work.  
48

49 The CCTV Inspection shall include the following information:

- 50 • Continuous Display
- 51 • Date of Inspection

- Main segment number
- Corresponding plan sheet number
- Upstream and downstream manhole numbers
- Current distance along the mainline

#### **Submittals After Each Video Inspection:**

##### **Pre-Installation Inspection Reports**

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

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

##### **Disposal Invoices**

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

### **7-20.3 Construction Requirements**

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

##### **Cleaning Equipment**

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

##### **Video Inspection Equipment**

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

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

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

All CCTV inspections shall be performed by a NASSCO-PACP Certified operator who documents the date of the inspection, the condition of the pipe at each phase including

1 before and after liner installation, breaks, obstacles, and side sewers by closed circuit  
2 television.

### 3 4 **7-20.3(3) Cleaning**

5  
6 Prior to conducting CCTV inspection, the Contractor shall clean the sewer main  
7 segment. Clean shall be defined as the removal of all accumulations including sludge,  
8 dirt, sand, rocks, asphalt, concrete, grout, grease, roots, and any other solid or semi-  
9 solid material existing in the pipe with 100% debris removal. It will be the Contractor's  
10 responsibility to make as many cleaning passes as necessary to meet the above  
11 definition of clean.

12  
13 All roots shall be removed from the sewer lines. Special attention shall be used during  
14 the cleaning operation to assure removal of roots from the joints and side sewer  
15 connections. Procedures may include the use of mechanical equipment such as rodding  
16 machines, root cutters, porcupines, and high-velocity hydro-jet cleaners. Precautions  
17 shall be taken by the Contractor in the use of cleaning equipment to avoid any damage  
18 to the existing pipe. Any damage of the sewer main pipe resulting from the Contractor's  
19 cleaning operations, regardless of the existing condition of the pipe, shall be the  
20 responsibility of the Contractor.

21  
22 Sludge, roots, dirt, sand, rocks, grease, and other solids or semi-solid material resulting  
23 from the cleaning operation shall be removed at the downstream manhole of the  
24 segment being cleaned and disposed of in accordance with Section 7-20.3(4). Passing  
25 materials from manhole section to manhole section is not permitted.

### 26 27 **7-20.3(4) Waste Material Disposal**

28  
29 The Contractor shall dispose of all waste material removed from sewers during cleaning  
30 operations at the City of Tacoma Eductor Decant Facility, located at 2101 Cleveland  
31 Way, Tacoma, WA, 98421, or at another off-site location licensed to receive sewage  
32 waste. Off-site locations shall be submitted to the Engineer for approval prior to any  
33 disposal. No facility disposal fees will apply to the use of the City's Eductor Decant  
34 Facility.

35  
36 The Contractor shall submit the name, address, and telephone number of the off-site  
37 disposal location along with proof, such as copies of invoices, of disposal of materials.

38  
39 If the material removed from the wastewater system is suspected of being contaminated  
40 (from odor or visual appearance), the Contractor shall contact the Engineer immediately  
41 before disposing of the waste at either the City's facility or any other disposal facility.

42  
43 Trucks hauling solids or semi-solids from the site shall be watertight so that no leakage  
44 or spillage will occur. **Under no circumstances shall sewage or solids be dumped**  
45 **onto the ground surface, streets, catch basins, or storm drains.**

46  
47 The Contractor shall begin work on this project with a clean and empty truck. If the  
48 Contractor chooses to use trucks containing waste material from this project on any  
49 another project, City or non-City, the Contractor shall first dispose of waste from this  
50 project and then ensure the truck is clean and empty again prior to restarting work on  
51 this project.

1  
2 **Conditions of Use for the City of Tacoma Eductor Decant Facility**  
3

- 4 1. The Contractor, and any subcontractor hired to perform cleaning operations,  
5 shall attend a short facility orientation prior to actual use of the site at a time  
6 agreed upon with the Contractor and the City's maintenance staff. Contact Sewer  
7 Transmission Operations and Maintenance Division at 253-591-5585 to schedule  
8 an orientation of the facility.  
9  
10 2. The facility hours are Monday - Friday from 7:00 AM - 2:30 PM and 3:30 PM -  
11 4:00 PM. The facility is closed from 2:30 PM - 3:30 PM for City of Tacoma use  
12 only. The Contractor shall contact the Sewer Transmission Operations and  
13 Maintenance Division at 253-591-5585 a minimum of one hour prior to arrival at  
14 the facility to schedule access. The Contractor may request to use the facility  
15 outside of regular hours by calling the Sewer Transmission Operations and  
16 Maintenance Division at 253-591-5585 between 7:00 AM and 4:00 PM, Monday  
17 through Friday, a minimum of 48 hours in advance of the requested disposal date  
18 and time. Any disposal requests outside of regular hours will be dependent on  
19 operational requirements and staff availability at the time of the request.  
20 3. When cleaning wastewater segments, all liquids shall be decanted as much as  
21 possible from the truck back into the wastewater sewer system before dumping  
22 at the Eductor Decant Facility.  
23

24 **7-20.3(5) CCTV Inspection**  
25

26 The Contractor shall perform CCTV inspection after cleaning the sewer lines to  
27 document the condition of the host pipe, verify the footages of side sewer connections,  
28 and verify the lines were cleaned in accordance with these specifications.  
29

30 Video footage shall be taken from center of manhole to center of manhole. If any  
31 amount of the complete footage for the said segment is missing, the submittal will be  
32 rejected and the Contractor shall re-inspect the segment to capture the full footage.  
33

34 In order to allow for an accurate analysis of the condition of the existing sewer main/host  
35 pipe, the Contractor shall ensure that the entire surface of the sewer main under  
36 inspection is clearly visible. When the depth of sewage, which may be caused by  
37 existing defects such as sags, offsets, voids, etc., obstructs the ability of the Engineer to  
38 clearly view the sewer main/host pipe surface, the Contractor shall halt the inspection  
39 and remove the sewage from the main using high velocity jetting machines, or other  
40 non-destructive methods acceptable to the Engineer. Once the main section under  
41 inspection is clear of sewage the inspection may resume.  
42

43 If the incoming flows are sufficient to obstruct the ability of the Engineer to clearly view  
44 the entire surface of the sewer main/host pipe under inspection, the Contractor shall  
45 temporarily plug all incoming flows to the upstream manhole, and bypass pump around  
46 the plugged segment and the sewer main segment under inspection. Bypass pumping  
47 from the upstream manhole shall be utilized in accordance with Section 7-08 of these  
48 Special Provisions.  
49

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

4  
5 If the Contractor should find rocks and sediments, grease, grout, protruding laterals, or  
6 other obstructions that would otherwise prevent the installation of a liner, they shall halt  
7 the inspection and remove said obstructions prior to completing the CCTV inspection.

8  
9 The Contractor shall maintain a clean and clear lens for the duration of the CCTV  
10 inspection. Should the lens become soiled, or fogged, or otherwise impaired to any  
11 degree that impedes the ability to clearly see the condition of the pipe, the Contractor  
12 shall halt the inspection and clean/clear the lens of any foreign matter impeding the  
13 visual inspection. No additional compensation will be made for re-inspections required  
14 by the Engineer due to soiled, fogged, or otherwise impaired camera lenses.

15  
16 The Contractor shall maintain sufficient light levels within the main to allow for visual  
17 inspection of the pipe walls for a minimum distance of three (3) feet in front of the  
18 camera lens for all 8" to 10" pipe, and four (4) feet for all pipe sizes 12" and larger.  
19 Additionally, the Contractor shall make certain that the light levels are not so bright that  
20 visual inspection is impeded.

21  
22 Should the camera get stuck in the sewer, the Contractor shall be responsible for all  
23 costs in extracting it. Costs related to difficulties encountered during internal video  
24 inspection are incidental to the contract, and claims will not be considered.

## 25 26 **7-20.3(6) Assessment of Sewer Lines**

### 27 28 **7-20.3(6)A General**

29  
30 This Work shall generally consist of assessing the existing condition and ability to line a  
31 sewer main segment.

### 32 33 **7-20.3(6)B Lining Feasibility**

#### 34 35 **Pre-Installation Inspection Report Review**

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

#### 40 41 **Minimum Acceptable Conditions**

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

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

3  
4 Sags:

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

10  
11 Protruding Laterals:

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

19  
20 If the Contractor is unable to remove the protruding lateral it shall be noted on the Video  
21 Inspection Report and presented to the Engineer. The Engineer shall make the final  
22 determination of whether the protruding lateral is acceptable or needs repair prior to  
23 lining. Internal removal of protruding laterals shall be included in the cost for "Pre-  
24 Installation Cleaning and Inspection", per linear foot.

25  
26 Bends and Curves:

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

32  
33 Offset Joints:

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

39  
40 Roots:

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

46  
47 Other Defects:

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

1 **Segments #6261645 and #6251416 (S. Puget Sound Ave. to S. 18th St. & Union**  
2 **Ave. to Lawrence St.)**  
3

4 The stormwater segment #6261645 has two metal rods in the pipe that will need to be  
5 removed prior to lining. The locations of these metal rods are at 142 ft and 265 ft  
6 downstream in the 30-inch diameter stormwater pipe.  
7

8 Contractor shall remove metal rods during pre-cctv inspection and cleaning activities.  
9 There shall be no additional payment for removal of metal rods.  
10

11 The stormwater segment #6251416 has a bend in the downstream portion of the 30-inch  
12 diameter stormwater pipe. The Contractor shall inform the Contracting Agency whether  
13 this segment is feasible for lining. Additional information of the existing condition of  
14 these segments are found in Appendix D of these Special Provisions.  
15

16 **7-20.3(7) Short Liner Repair for Host Sewer Pipe**  
17

18 If the Contractor proposes point repairs by trenchless short liner repair prior to the  
19 Contractor lining the entirety of the host sewer pipe with ultraviolet CIPP technology, the  
20 Contractor shall notify the Engineer immediately. If the Engineer reviews and approves  
21 the short liner repair, the Contractor shall provide and install a short liner repair for the  
22 host sewer pipe. The repair shall be performed with a liner to cover the defect(s) in the  
23 host sewer pipe.  
24

25 Contractor's personnel involved in the short liner repair installation shall be certified by  
26 liner manufacturer. Lining shall be applied per Manufacturer's specifications and  
27 instructions and applied only by the manufacturer's trained and certified personnel.  
28 Inspection with CCTV shall be considered incidental to the short liner repair. The finished  
29 short liner repair shall be measured in accordance with the applicable sections of ASTM  
30 Test Method D 5813 and D 3567. Flexural strength and flexural modulus of elasticity shall  
31 be determined in accordance with ASTM D790.  
32

33 Additional cleaning and preparation of host sewer pipe short liner repair and bypass  
34 pumping shall also be incidental to the short liner repair for host sewer pipe bid item.  
35 The Contractor shall submit a list of materials and procedures for approval by the  
36 Engineer per Special Provisions Section 1-05.3. Samples will be provided to the  
37 Engineer upon request.  
38

39 Short liner repair for host sewer pipe which fail prior to the Contractor lining the entirety  
40 of the host sewer pipe with ultraviolet CIPP technology will be removed and replaced at  
41 the Contractor's cost.  
42

43 **7-20.3(8) Open-Cut Point Repair for Host Sewer Pipe**  
44

45 If the Contractor proposes open-cut point repair(s) for host sewer pipe prior to the  
46 Contractor lining the entirety of the host sewer pipe with ultraviolet CIPP technology, the  
47 Contractor shall notify the Engineer immediately. If the Engineer reviews and approves  
48 the open-cut point repair, the Contractor shall remove and replace the defective pipe  
49 section with PVC pipe or approved pipe material of the same diameter and length, and  
50 provide and install couplings between the new pipe and existing pipe. The couplings  
51 shall be Fernco strongback transition coupling or approved equal.

1  
2 The Contractor shall submit a list of materials and procedures for approval by the  
3 Engineer per Special Provisions Section 1-05.3.

4  
5 Open-cut point repair for host sewer pipe which fail prior to the Contractor lining the  
6 entirety of the host sewer pipe with ultraviolet CIPP technology will be removed and  
7 replaced at the Contractor's cost.

#### 8 9 **7-20.4 Measurement**

10  
11 The number of linear feet of the sewer main pipe cleaned and inspected will be  
12 measured from center of manhole to the center of manhole verified by CCTV inspection.  
13 This measurement will only be made one time, regardless of the number of passes it  
14 takes to get the sewer main segment cleaned and inspected in accordance with these  
15 Specifications. The removal of metal rods in Segment #6261645 shall be incidental to  
16 this work.

17  
18 "Disposal of Waste Materials" will be measured by the ton.

19  
20 The short liner repair for host sewer pipe by force account as provided in Section 1-09.6.

21  
22 The open-cut point repair for host sewer pipe by force account as provided in Section 1-  
23 09.6.

#### 24 25 **7-20.5 Payment**

26  
27 Payment will be made in accordance with Section 1-04.1, for each of the following Bid  
28 items that are included in the Proposal:

29  
30 "Pre-Installation Cleaning and Inspection", per linear foot

31  
32 The unit contract price for "Pre-Installation Cleaning and Inspection", per linear foot, shall  
33 be full pay for all labor, equipment, and materials required to clean, inspect and remove  
34 any protruding laterals, and remove metal rods within the sewer main in accordance with  
35 these Specifications.

36  
37 "Disposal of Waste Materials", per ton

38  
39 The unit Contract price for "Disposal of Waste Materials", per ton, shall be full pay for all  
40 labor, equipment, materials, transportation, and any disposal fees for non-Contracting  
41 Agency owned waste facilities if not utilizing the City of Tacoma Eductor Decant Facility,  
42 required to dispose of all waste materials removed from the sewer main pipe during  
43 cleaning and rehabilitation operations in accordance with these Specifications.

44  
45 "Short Liner Repair for Host Sewer Pipe" shall be paid for in accordance with Section 1-  
46 09.6.

47  
48 "Open-Cut Point Repair for Host Sewer Pipe" shall be paid for in accordance with  
49 Section 1-09.6.

For the purpose of providing a common Proposal for all Bidders, the Contracting Agency entered an amount for "Short Liner Repair for Host Sewer Pipe" and "Open-Cut Point Repair for Host Sewer Pipe" in the Proposal to become a part of the total Bid by the Contractor. Shoring or extra excavation for open-cut work shall be paid for in the "Shoring or Extra Excavation Class B" bid item.

## END OF SECTION

*Add the following new Section:*

### **7-21 CURED-IN-PLACE PIPE REHABILITATION FOR ULTRAVIOLET CURE (\*\*\*\*\*)**

#### **7-21.1 Description**

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

The rehabilitation of pipelines utilizing UV CIPP shall generally consist of the installation of a resin-impregnated tube which, when cured, shall extend the full length of the original pipe and provide a structurally sound, smooth, jointless and watertight pipe, except for spot repair liners. The Contractor is responsible for proper, accurate and defect free installation of the new pipe regardless of the methods described herein.

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

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

ASTM F1216	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by the Inversion and Curing of a Resin-Impregnated Tube.
ASTM F1743	Standard Practice for Rehabilitation of Existing Pipelines and Conduits by Pulled-in-Place Installation of Cured-in-Place Thermosetting Resin Pipe (CIPP)
ASTM D543	Standard Practices for Evaluating the Resistance of Plastics to Chemical Reagents
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

1	ASTM D2990	Standard Test Methods for Tensile, Compressive, and
2		Flexural Creep and Creep-Rupture of Plastics
3		
4	ASTM F2019	Standard Practice for Rehabilitation of Existing Pipelines
5		and Conduits by the Pulled in Place Installation of Glass
6		Reinforced Plastic (GRP) Cured-In-Place Thermosetting
7		Resin Pipe (CIPP)
8		
9	ASTM D3567	Standard Practice for Determining Dimensions of
10		"Fiberglass" (Glass-Fiber-Reinforced Thermosetting
11		Resin) Pipe and Fittings
12		
13	ASTM D5947	Standard Test Methods for Physical Dimensions of Solid
14		Plastics Specimens
15		
16	ASTM D5813	Standard Specification for Cured-in Place
17		Thermosetting Resin Sewer Pipe
18		

#### 19 **7-21.1(2) Contractor Submittals**

20  
21 Submittals shall be in accordance with Section 1-05.3(5) of these Specifications.  
22 Submittals shall include, but not be limited to, the items identified in these Specifications  
23 and in Section 1-05.3(5) of these Specifications.  
24

- 25 A. CIPP Installation Plan/Schedule – The Contractor shall submit, prior to start of  
26 CIPP construction, a detailed installation plan and schedule of CIPP  
27 construction. This plan should describe all preparation work, cleaning and  
28 inspections, spot repair plan/schedule, installation shot schedule, CIPP  
29 operations, testing and quality control, and all else necessary and appropriate  
30 elements for a complete liner installation. This plan should reference the  
31 Temporary Sewer Bypass Plan per 7-08.3(5), Noise Variance Permit, and  
32 Traffic Control Plan per 1-10.2 to demonstrate scheduling consistency among  
33 these three essential components of a successful CIPP installation.

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

- 36 1. The first order of work shall be the cured-in-place installation of all
- 37 stormwater segments.
- 38 2. The second order of work shall be the cured-in-place installation of
- 39 wastewater segments in St. Paul Avenue and Portland Avenue.
- 40 3. The third order of work shall be the cured-in-place installation of the
- 41 MultiCare Hospital wastewater segments.
- 42 4. Other wastewater segments shall follow at the Contractor's discretion.
- 43

44 This plan shall include, at a minimum, the following:

- 45 i. Manufacturer's recommendations for shipping, storage and handling
- 46 for all components of the UV CIPP System.
- 47 ii. Description, schedule and location of the fabrication process.
- 48 iii. Resin; tube material, resin enhancer, bond enhancer, certification of

applicability of resin, and sealant/caulking material, Manufacturer's recommended installation pressures, minimum and maximum for each shot.

iv. Description of the pipe lining and curing process including staging and insertion locations and schedule.

v. Include a control protocol in accordance with ASTM F2019 for each installation. Include actual materials and equipment (e.g., UV light train) to be utilized. The control protocol must include certification of approval by the UV CIPP Manufacturer. The protocol shall include the following minimum information:

a) Date and time

b) Length of liner

c) Location of installation

d) Curing speed

e) Light sources and wattage

f) Inner air pressure

g) Exothermic (curing) temperature

vi. Description of all proposed manhole preparation, modification, preservation, and restoration activities, with associated sketches.

vii. Description of all proposed manhole cone or flat slab top removal and restoration including pavement restoration activities.

viii. Reinstatement plan at lined-through manholes and laterals, including method, materials and personnel assigned to do the work.

ix. Liner repair plan, including a detailed description of methods and materials required to repair typical and isolated areas of minor liner damage, such as: installation tears less than 4 inches in length and no more frequent than one in one-hundred linear feet, discrete blisters, areas of pinholes, areas of dry tube, and soft spots. Include in the repair plan, a method of repairing trimmed wrinkles and fins. Provide the CIPP liner system manufacturer's recommendations for liner repairs. Implementation of the plan will be subject to the approval, prior to making each repair.

x. Phasing for all CIPP operations, including locations, date, and duration at each launch location.

B. The Contractor shall submit a Safety Plan, as described in Section 7-21.3(1)A.

C. 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 UV CIPP process. Any proposed modifications to the manufacturer's recommended standards shall be approved by the Engineer prior to installation of the product.

D. 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. The test reports shall demonstrate the exact resin/liner combination to be used for this project meets the structural properties listed in these Special Provisions Section 7-21.2(7).

E. Chemical resistance submittals – The Contractor shall submit CIPP test results that meet the chemical resistance requirements of ASTM F1216 and ASTM F1743. or ASTM D5813..UV CIPP samples tested shall be of flexible 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.

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

G. MSDS Sheets – The Contractor shall submit Material Safety Data Sheets for all resins, and other additives such as accelerants, colorants, and lubricants utilized in the pipe liner/lining process.

H. Informational Handout – The Contractor shall submit an informational handout that describes the materials, processes, installation, pressures, temperature limitations, and odors associated with the lining process that shall be provided at the request of concerned residents/business owners. The informational handout shall also include the City of Tacoma Environmental Services contact information for Andrew Stark, email: [ASTark@cityoftacoma.org](mailto:ASTark@cityoftacoma.org) and phone number: (253) 325-0801.

## **7-21.2 Materials**

### **7-21.2(1) General**

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

### **7-21.2(2) Product Storage and Handling**

All materials shall be accompanied by test reports certifying that the material conforms to the ASTM standards listed herein. Materials shall be shipped, stored, and handled in a manner consistent with the Manufacturer's recommendation. 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 ultraviolet (UV) degradation.

### **7-21.2(3) Tube and UV Liner**

#### **7-21.2(3)A Fiberglass Tube (Ultraviolet Light Cure)**

The fiberglass tubing shall be made of non-corrosive material and shall be free from tears, holes, cuts, foreign materials, and other defects.

1. The fiberglass tube shall be constructed to withstand installation pressures as required by Manufacturer's recommendations.
2. The fiberglass tube shall be manufactured to a size that when cured will tightly fit the internal circumference and the length of the original pipe. The tube shall have sufficient strength to bridge missing pipe section. Diametric shrinking during the curing process shall meet the requirements of ASTM D 5813. The Contractor shall verify the lengths and diameters in the field before fabricating the tube. Individual insertion runs can be made over one or more manhole sections as determined in the field by the Contractor, as long as traffic control restrictions are adhered to.
3. The interior and exterior foil shall be styrene resistant along with the ability to protect and contain the resin used in the liner.
4. The fiberglass tube shall be saturated with the appropriate resin.
5. The wall color of the interior pipe surface of CIPP after installation shall be a light reflective color so that a clear detailed examination with CCTV inspection may be made.

6. The liner should be seamless in its cured state to ensure homogenous physical properties around the circumference of the cured liner.
7. The fiberglass tube shall be marked with the name of the manufacturer.
8. The nominal tube wall thickness shall be constructed to the nearest 0.5 mm increment, rounded up from the Contractor's Design Engineer's design thickness for that section of installed CIPP.
9. The minimum length of the tube for any sewer main segment shall be that deemed necessary by the installer to effectively span the distance from the starting manhole to the terminating manhole or access point, plus that amount required to run-in and run-out for the installation process.

#### **7-21.2(3)B UV Liner**

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

1. The resin/liner system shall meet the 10,000 hour test in accordance with ASTM D2990 or equivalent testing.
2. For systems using a photo initiator catalyst no colorant in the activated resin is required.
3. Prior to construction, the Contractor shall submit a baseline infrared spectrum chemical fingerprint of the type of styrene-free resin to be used for this project on 8 ½" x 11" format.

#### **7-21.2(4)A Resin (Ultraviolet Light Cure)**

Provide thermosetting polyester or vinyl ester resin and a photo-initiating catalyst system compatible with the Ultraviolet light curing equipment and the installation process, with the ability to cure in the presence or absence of water, and with a curing initiation temperature as recommended by the resin manufacturer. The resin/liner system shall meet the structural and chemical resistance requirements of ASTM F2019 or current valid version. The Contractor shall submit data and/or a certification from the manufacturer that the resin is not made of recycled materials. Only furnished fully-impregnated liners from the manufacturer will be allowed including required certification documentation according to ASTM F2019.

#### **7-21.2(5) Caulking Sealant**

Sealant shall be a quick-set epoxy mortar or high viscosity epoxy or an approved caulking sealant per the Manufacturer's recommendation for the UV CIPP system.

#### **7-21.2(6) Hydrophilic Rubber End Seal**

The rubber end seal shall be an extended hydrophilic rubber compounded from chloroprene (Neoprene) rubber and hydrophilic resin that expands on contact with water.

Seals shall be Hydrotite by Greenstreak, Insignia by LMK, or per the Manufacturer's recommendation for the UV CIPP system.

#### **7-21.2(7) CIPP Structural Requirements**

1. The thickness of each fiberglass reinforced UV CIPP 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 licensed 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 required structural fiberglass reinforced UV 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 and assumptions:

Pipe Condition	Fully Deteriorated
Design Safety Factor	2.0
Flexural Modulus (short-term)	2,800,000 psi
Creep Retention Factor	75%
Flexural Modulus (long-term)	2,100,000 psi
Flexural Strength (short-term)	35,000 psi
Ovality	2%
Modulus of passive soil reaction	1,000 psi
Groundwater Depth	Assume at surface
Soil Depth (above the crown)	See Plan Set (varies)
Highway Loading, HS20 (1 truck passing)	16,000 lbs/axle
Soil Load (assumed density)*	134 pcf (lb/Cu.Ft.)
Minimum design service life	50 years

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

#### **7-21.3 Construction Requirements**

##### **7-21.3(1) Safety**

The Contractor shall carry out his operations in strict accordance with all OSHA, WISHA, and manufacturer's safety requirements.

##### **7-21.3(1)A Safety Plan**

The Contractor shall prepare a project-specific safety plan (Safety Plan) in accordance with Section 1-05 that will be used for the duration of the project. The Contractor shall submit the Safety Plan to the Project Engineer no later than the date of the pre-construction conference. No on-site activities may commence until the City has accepted the Safety Plan for the project.

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

4  
5 The Safety Plan shall detail the Contractor's plans for protecting workers and the public  
6 in and around the location of all project construction activities, including both temporary  
7 bypass pumping and CIPP construction. Particular attention shall be paid to those safety  
8 requirements involving workers entering confined spaces, operations with hot media,  
9 and worker and public exposure to chemicals.

10  
11 Minimum recommendations regarding CIPP installation include the following:

12  
13 **For UV-CIPP job sites:**

- 14  
15 1. All workers shall have proper personal protective equipment (PPE).
- 16  
17 2. No worker shall enter a job-site manhole during curing operations.
- 18  
19 3. A perimeter shall be maintained around the job site to prevent the public from  
20 entering.
- 21  
22 4. Job site air monitoring shall be conducted and documented for the established  
23 preventive perimeter.
- 24  
25 5. Define and maintain good housekeeping practices at all times throughout the  
26 project period.
- 27  
28 6. Always keep the public informed and address their questions and concerns.
- 29  
30 7. Maintain detailed records of all air monitoring performed on the jobsite.
- 31  
32 8. All workers performing any work within 50 feet of the centerline of railroad tracks  
33 shall meet railroad regulations and adhere to traffic control requirements.
- 34

35 **7-21.3(2) Preparatory Work**

- 36  
37 1. Safety Plan – Per Section 7-21.3(1) of these Specifications.
- 38  
39 2. Property Owner Notifications – Per Section 1-07.16(1) of these Specifications.
- 40  
41 3. Cleaning and Inspection of Lines – Per Section 7-20 of these Specifications.
- 42  
43 4. The Contractor shall verify the lengths in the field prior to ordering and prior to  
44 impregnation of the tube with resin, to ensure that the tube will have sufficient  
45 length to extend the entire length of the run. The Contractor shall also measure the  
46 inside diameter of the existing pipelines in the field prior to ordering liner so that  
47 the liner can be installed in a tight-fitted condition.
- 48  
49 5. Active Side Sewers
- 50

1 All side sewer bypass operations, if needed, shall conform to Section 7-08.3(5)D,  
2 Bypass Side Sewers.

- 3  
4 6. Noise Variance Permit – The Contractor shall submit a Noise Variance Permit for  
5 night work at minimum, 4 weeks in advance, of work. Noise Variance Permit for  
6 night work shall be emailed to City of Tacoma Planning and Development Services  
7 at <http://tacomapermits.org/> .  
8

9 **7-21.3(3) UV CIPP Liner Installation**

10  
11 **7-21.3(3)A General**

12  
13 The CIPP liner shall be installed and UV cured in the host pipe per the manufacturer's  
14 specifications as described and submitted in Section 1-05.3 of these Special Provisions.

15  
16 CIPP installation shall be in accordance with applicable ASTM F1216, ASTM F1743, or  
17 ASTM F2019, as applicable, with the following modification:  
18

- 19 1. Final Cleaning and Inspection: The existing host pipe shall be cleaned just prior to  
20 insertion of the liner. A maximum of one hour may elapse between this final  
21 cleaning/flushing pass and the insertion of the liner.  
22

23 After the cleaning is complete, a final camera pass shall be made to verify the  
24 cleanliness of the line. This final pass shall be completed in the presence of the  
25 Owner's representative and accepted as 'clean'. This final video inspection shall  
26 be videotaped and submitted with Post Installation Inspection and associated  
27 Inspection Report to the Engineer.  
28

- 29 2. Bypass pumping from upstream manholes shall be utilized in accordance with  
30 Section 7-08 of these Special Provisions to exclude any sewage from entering the  
31 line during the inspection. All standing sewage and wastewater shall be removed  
32 from the main during final video inspection to provide the Contractor with a  
33 completely unobstructed view of the host pipe.  
34

- 35 3. The UV light train shall have a minimum of one camera for CCTV inspection of the  
36 liner and shall be sized according to the pipe diameter so that the UV bulbs  
37 are in proper proximity to the liner wall all around the pipe circumference and  
38 should include sensors to record the cure progress. Constant inner pressure must  
39 be maintained during the curing process. Maintain light train usage log onsite and  
40 provide to Owner's Representative upon request. Logged hours of individual UV  
41 lights incorporated in the light train is less than 80% of the manufacturer's stated  
42 usage rate to prevent replacing bulbs during the curing process. The ultraviolet  
43 curing lamps shall operate at a sufficient output and in a sufficient frequency  
44 range to ensure curing of the resin. The multi-lamp ultraviolet curing lights and  
45 resin photo- initiator system shall be optimized for curing of the provided resin.  
46

47 Collect curing data and CCTV inspection records during the installation and  
48 curing process. Submit copies for review in accordance with Section 1-05.3(5).  
49 Where the curing data and the curing protocol differ, the Contracting Agency  
50 reserves the right to require additional "in pipe" sampling and testing at no  
51 additional cost.

- 1  
2 4. Liner Insertion – The pre-impregnated UV Light Fiberglass Liner shall be  
3 positioned in the pipeline using either air or water inversion, or a pull-in method.  
4 The liner shall be pulled-in or inverted through an existing manhole or Contracting  
5 Agency-approved access point and fully extend to the next designated manhole or  
6 termination point. The pressure head shall remain constant to avoid wrinkles in the  
7 liner. The Contractor shall protect the manholes to withstand forces generated by  
8 equipment, water, or air pressures used while installing the liner.  
9

10 If a pulling method is used, a cable shall be strung through the existing pipe to be  
11 rehabilitated and attached to the liner through an existing manhole or access  
12 point. The liner shall be pulled through the existing manhole and through the  
13 existing pipe by this cable. Care shall be taken not to damage the liner or host  
14 pipe during the installation.  
15

#### 16 **7-21.3(3)B Curing for Ultraviolet Light**

17

- 18 1. The ultraviolet curing lights shall operate in the 200 to 400-nm range.  
19  
20 2. The light cure train shall be fitted with suitable monitors to gauge the cure achieved  
21 throughout the length of the liner. The speed of the cure shall be as per the  
22 manufacturer's requirements.  
23  
24 3. The full protocol for time, rate of travel of the ultraviolet light assembly, and  
25 pressures shall be documented during the curing process and submitted to the  
26 Engineer. The Contractor shall be responsible for the thorough curing of the liner  
27 to achieve the specified results. Should longer curing times be necessary, the  
28 Contractor shall, at his own expense, extend the curing time accordingly.  
29

#### 30 **7-21.3(3)C Finished Pipe Liner**

31

- 32 1. The finished lining shall be continuous over the entire length of an installation run  
33 and be free of visual defects, including but not limited to, foreign inclusions, cracks,  
34 dry spots or unsaturated layers, pinholes, wrinkles, blisters, bulges, soft spots, and  
35 de-lamination. The lining shall be impervious and free of any leakage from the pipe  
36 to the surrounding ground or from the ground to inside the lined pipe. If these  
37 conditions are present, the affected portions of CIPP will be removed and replaced  
38 with an equivalent repair equal to the product installed.  
39  
40 2. Any defect, which will or could affect the structural integrity, strength, capacity, or  
41 future maintenance of the installed liners, shall be repaired at the Contractor's  
42 expense, in a manner approved by the Engineer.  
43  
44 3. The beginning and end of the CIPP shall be cut flush at the inlet and outlet points  
45 in the manhole, and seal end of CIPP liner to structures using one of the following  
46 approved methods:  
47 a. Expanding Hydrophilic Rubber Joint Seal  
48 i. The rubber joint seal shall be an extended hydrophilic rubber  
49 compounded from chloroprene (Neoprene) rubber and a  
50 hydrophilic resin, which expand on contact with water.

- ii. The rubber joint seal shall be bonded with adhesive on one face to hold it in place during assembly.
  - iii. On contact with water, the rubber shall swell by up to 10 times its original volume if necessary and mold itself to completely fill any gaps and exert pressure evenly to ensure the seal. High compression or bolt up forces shall not be necessary to effect a complete and watertight seal.
4. All particles, shavings and other debris generated during liner repair and cutting/finishing of ends of CIPP shall be collected and disposed of in a legal manner at an off-site location.

#### **7-21.3(3)D Liner Repair**

Defects: Any defect which will or could affect the structural integrity, strength of the lining, flow impairment, or leaks shall be repaired as outlined below or in accordance with the approved repair or replacement procedures as recommended by the CIPP system manufacturer. The repair or replacement of the defects will be at the Contractor's expense.

##### **1. Leaks**

- a. There shall be no visible infiltration through the liner, around the liner at manhole connections, at lined service connections or in lined services. Contractor shall repair any visible leaks and the repair method shall be approved by the City.

##### **2. Wrinkles/Fins**

- a. Wrinkles outside the flow line of the pipeline (top 2/3 of pipe):
  - i. Wrinkles/fins in height up to a maximum of 5% of the inside diameter of the host pipe are acceptable
  - ii. Wrinkles/fins over 5%, particularly those of a longitudinal configuration, may be acceptable and should be evaluated, by the project engineer for acceptance, on a case-by-case basis.
- b. Wrinkles in the flow line (bottom 1/3 of pipe):
  - i. Wrinkles/fins projecting more than 3% into the flow that are generally longitudinal in their orientation may be deemed acceptable by the City on a case-by-case basis by considering any potential operation and maintenance issues that would result from their being left in place.
  - ii. Wrinkles/fins in the lower third or flow line of the finished CIPP (based upon the depth of flow) that are generally circumferential in their orientation should not exceed 3% of the inside diameter of the host pipe. Acceptability of larger wrinkles/fins meeting this characterization shall be, on a case-by-case basis by the City with consideration given to potential operations and maintenance issues that would result from their being left in place.
- c. Repair when wrinkles/fins are removed:
  - i. Wrinkles should be fully cured, tight and the resin should be homogeneous across the full width of the wrinkle.
  - ii. In most cases, when wrinkles/fins are removed from the installed CIPP, the resin in the liner pipe is fully cured and homogeneous and no further repair is required. If a repair is required the manufacturer should be contacted for the correct repair procedure.

3. Blisters should be probed and punctured to determine the existence of water behind the blister.
  - a. No action required unless the pipe is leaking at the blisters.
4. Lifts in Liner
  - a. Soft lifts should be re-processed by the Contractor to fully cure the CIPP.
  - b. Hard lift shall be removed and a new short liner as required being equivalent to the original installed CIPP.
5. A bulge in the invert caused by residual debris left in the pipe that impedes the flow characteristics of the pipeline should be cut out.
  - a. Cut out the section of the bulge and replace with a new short liner equivalent to the original product or as recommended by the manufacturer.
6. Pinholes: the area where the liner has pinholes should be patched with a short-liner repair or the liner removed and replaced as recommended by the manufacturer.
7. Soft spot in liner needs to be reprocessed and hardened or cut out and replaced or as recommended by the manufacturer.
8. Dry tube or white spots are not acceptable and shall be removed and a patch repair shall be performed or as recommended by the manufacturer.
9. Liner surface peeled off
  - a. Cut out a representative sample of the CIPP
  - b. Test physical properties and remaining CIPP thickness to verify that the contract design requirements are met.
  - c. Replace liner or as recommended by the manufacturer
10. Holes in the liner are not acceptable
  - a. Small holes can be repaired with epoxy
  - b. Short liner installed over larger holes or as recommended by the manufacturer
11. Cracks in liner are unacceptable and shall be repaired
12. Liner delamination
  - a. Cut out the section of delaminated liner and replace with a new short liner equivalent to the original product or as recommended by the manufacturer.
13. CIPP discoloration
  - a. Obtain a sample for testing the CIPP physical properties. Follow manufacturer's recommendations for repair.
  - b. Remove and replace the CIPP physical if the physical properties do not meet the contract minimum requirements.
  - c. No action required if the tested samples meet the physical properties.
14. The CIPP should fit tight inside the host pipe.
  - a. If the CIPP does not fit tightly against the original pipe at its termination point(s), the full circumference of the CIPP exiting the existing host pipe should be sealed by filling with a resin mixture compatible with the CIPP.

The liner at the launch manholes will likely be bunched and/or wrinkled following curing due to the fact that the openings at the manholes are constricted. All wrinkles and defects at each manhole meeting the criteria above shall be properly removed to allow for proper installation of flow restricting plugs.

There shall be no visible infiltration through the liner, around the liner at manhole connections, at lined service connections or in lined services. Contractor shall repair any visible leaks and the repair method shall be approved by the City.

Contractor shall develop a plan outlining the methods, materials, equipment, and procedures for removing and replacing or repairing these sections and submit to the City for review and approval, as noted in 7-21.1(2)A viii, prior to any CIPP installation.

#### **7-21.3(4) Internal Reinstatement of Openings at Manholes**

After the CIPP has been properly cured, the Contractor shall reinstate the openings at the top of existing sewer pipe at any lined-through manholes. Reinstatement of these openings shall be performed by a qualified individual with experience in successful sewer service and lateral reinstatement.

The cutting device shall produce a neat, clean and smooth opening 95% minimum and 100% maximum of the same size and configuration of the existing opening in the top of existing sewer pipe. The pipe opening cuts shall be uniform and brushed to remove burrs and sharp edges.

Top of pipe openings shall not be overcut beyond the tolerances specified in these Special Provisions. In the event a top of pipe opening is overcut, the Contractor shall repair using a short liner and re-cut the top of pipe opening.

Payment for Reinstatement of top of pipe openings at manholes shall be incidental to the "Furnish and Install \_\_\_-Inch Diameter CIPP for \_\_\_ Sewer" bid item, per linear foot.

No additional payment shall be paid for the repair of overcut top of pipe openings.

#### **7-21.3(5) Internal Reinstatement of Side Sewers**

After the CIPP has been properly cured and cooled, the Contractor shall internally reinstate the existing active side sewer laterals noted on the Plans. Internal reinstatement of laterals shall be performed by a qualified individual with experience in successful internal lateral cuttings.

It shall be the Contractor's responsibility to accurately field locate these existing sewer laterals. No blind attempts or holes shall be made in the lined pipe. The cutting device shall produce a neat, clean and smooth opening 95% minimum and 100% maximum of the same size and configuration of the existing side sewer lateral. When the lateral connection is reestablished, the invert of the lateral shall match the bottom of the reinstated opening. The lateral connection cuts shall be uniform and brushed to remove burrs and sharp edges.

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

The Contractor shall only reinstate laterals that are identified as being active. If the Contractor reinstates a side sewer lateral that is inactive, the Contractor has effectively introduced a point for infiltration to enter the sewer main segment. In this circumstance, the Contractor shall perform, at their expense, an appropriate internal or external spot repair to remove this potential source of infiltration. Spot repair methods and materials

1 shall be approved by the Engineer prior to implementation. No additional payment shall  
2 be paid for the spot repair of side sewer lateral reinstatements.

3  
4 If the Contractor fails to reconnect an active side sewer lateral the Contractor shall use  
5 whatever means necessary to reinstate the side sewer lateral at his/her own expense.  
6 The Contractor shall be held financially liable for all claims for damages resulting from the  
7 missed reinstatement.

8  
9 All coupons from the re-establishment of top of pipe openings and laterals shall be  
10 retrieved, properly disposed of and not washed down the line. The Contractor shall be  
11 held responsible for sewer back-ups caused by accumulated coupons and liner material  
12 left in the sewer. Portions of any piece of liner material removed during installation shall  
13 be available for inspection and retention by the Owner or the Engineer.

#### 14 15 **7-21.3(6) Final Acceptance**

- 16  
17 1. The Contractor shall perform a CCTV inspection in accordance with ASTM F1216  
18 and ASTM F1743 after installation of the CIPP liner and reconnection of the active  
19 side sewer laterals. The quality of the Post-Installation CCTV inspection shall be  
20 held to the same standards as the Pre-Installation CCTV inspection. During the  
21 CCTV inspection the pipe invert shall be clear of any standing water and the pipe  
22 shall be continuously visible during the inspection.  
23  
24 2. The Contractor shall submit to the Engineer, for acceptance and approval, the  
25 unedited post-installation video, PACP database file, and associated inspection  
26 report for each sewer main segment within **10 working days** of the liner  
27 installation. The inspection report shall note the inspection date, location of all  
28 reconnected side sewer laterals, debris, as well as any other defects in the liner,  
29 including, but not limited to, gouges, cracks, bumps, or bulges.-

30  
31 The Post-Installation and Inspection Report submittals shall be reviewed by the  
32 Engineer within **10 working** days of receipt.

33  
34 **Payment for "Furnish and Install -Inch Diameter CIPP for Sewer",**  
35 **per linear foot will not occur until Post-Installation videos and PACP**  
36 **database files have been submitted, reviewed, and approved by the**  
37 **Engineer.**

- 38  
39 3. Immediately prior to conducting the post-installation CCTV inspection, the  
40 Contractor shall thoroughly clean the newly installed liner. Acceptance of the line  
41 as 'clean', (as previously defined in this Specification), shall be determined by the  
42 Engineer based upon the subsequent CCTV inspection of the line.

43  
44 If the CCTV inspection reveals any deficiencies in the cleaning, such as  
45 remaining coupons of reinstated laterals, the Contractor shall immediately correct  
46 these deficiencies.

#### 47 48 **7-21.3(7) Clean-Up**

49  
50 After the liner installation has been completed and inspected, the Contractor shall clean  
51 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(8) 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 of all liner segments to the City for independent testing.** The City will accept samples that cover multiple segments if they are included in the same lining process. However, the City reserves the right to request a specific segment sample if needed. 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(9) Warranty**

The Contractor shall provide the City a non pro-rated, full labor and materials warranty to be in force and effect for a period of two (2) years from the date of physical completion of the project. The warranty shall cause the Contractor to repair or replace the liner should failures or damage result from faulty material or installation.

Extended 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.

#### **7-21.3(10) Cone Removal and Replacement (including Pavement Restoration)**

Removal and reinstallation of manhole cones, flat slab tops, grade rings, frames, and covers may be required to complete the CIPP installation process.

The removal of the cones including flat tops shall be conducted in such a manner as to not damage either the cone or flat slab top itself or any part of the structure from which it was removed, except for the removal of seals and grouts during its initial removal. Any damage incurred during removal or installation will be solely at the Contractor's expense and will cover any and all repairs, material replacements, labor, machinery required to restore the cone, flat slab top, or structure to equal or better condition and at the City Inspector's approval.

When the cone or flat slab top is reinstalled to the manhole base, the joint between the base section and cone or flat slab top shall be sealed with new seals and new grout.

1 Pavement restoration around each manhole where the cones are removed for CIPP  
2 installation shall be completed per City of Tacoma Standard Details.

#### 4 **7-21.4 Measurement**

6 The number of linear feet of CIPP liner will be measured based on the actual pipe footage  
7 obtained from the post-installation CCTV.

9 Internal reinstatement of side sewers will be measured per each.

11 Measurement for Cone Removal and Replacement (including Pavement Restoration)  
12 shall be by force account as provided in Section 1-09.6.

#### 14 **7-21.5 Payment**

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

19 "Furnish and Install \_\_\_-Inch Diam. CIPP for \_\_\_\_ Sewer", per linear foot

21 The unit Contract price for furnish and install CIPP per linear foot, shall be considered full  
22 compensation for all labor, equipment and materials required to furnish and install the  
23 CIPP including final acceptance of the pipe liner per Section 7-21.3(5).

25 Payment for CIPP per linear foot will not occur until Post-Installation videos and PACP  
26 database files have been submitted, reviewed, and approved by the Engineer. All costs  
27 for completing Post-Installation Cleaning and Inspection shall be included in the CIPP unit  
28 price.

30 "Internal Reinstatement of Side Sewer", per each

32 The unit Contract price for "Internal Reinstatement of Side Sewer", per each, shall be  
33 considered full pay for all labor, equipment, and materials necessary to complete the work  
34 as specified. Actual quantities will be determined in the field as the Work progresses, and  
35 will be paid at the original Bid price, regardless of final quantity. These Bid items shall not  
36 be subject to the provisions of 1-04.6 of the Standard Specifications.

38 "Cone Removal and Replacement (including Pavement Restoration)", shall be paid for in  
39 accordance with Section 1-09.6.

### 42 **END OF SECTION**

45 *Add the following new Section:*

#### 47 **8-30 RAILROAD SAFETY** 48 **(\*\*\*\*\*)**

##### 50 **8-30.1 Railroad Coordination and Safety Program**

1 This Section describes the requirements for rail coordination and rail safety.

2  
3 **The Contractor shall be responsible for obtaining permits and insurance**  
4 **required by Union Pacific Railroad prior to any work within 50 feet of the**  
5 **centerline of railroad tracks.**  
6

7 The Contractor shall not permit any of its employees and subcontractors' employees  
8 to enter within 50 feet of the centerline of railroad tracks until insurance and permit  
9 requirements are met and approved by Union Pacific Railroad. The Contractor must  
10 comply with all requirements of Federal Railroad Administration regulations  
11 regarding railroad workplace safety included in Title 49, Part 214 of the Code of  
12 Federal Regulations.  
13

14 There is no published schedule for freight service. The Union Pacific Railroad  
15 Roadmaster can provide general information about freight movements on the  
16 tracks. Union Pacific Railroad does not guarantee the accuracy or completeness of  
17 any published or unpublished schedules and reserves the right to add, change or  
18 otherwise modify the level of activity across the tracks.  
19

20 The Contractor shall ensure its on-site Project Supervisor(s), its employees,  
21 subcontractors, agents or invitees have completed a Safety Orientation online before  
22 the individual performs any work on the Project within 50 feet of the centerline of  
23 railroad tracks.  
24

25 The Contractor shall notify, schedule, and coordinate railroad flagging with Union  
26 Pacific Railroad.  
27

28 The final decision as to the number and location of flagger(s) that will be required for  
29 the work will be made by Union Pacific Railroad. Repeated instances where the  
30 flaggers are scheduled and no effective work occurs will be considered when  
31 reviewing change order requests.  
32

33 If no flagger is present on the work site, no workers may enter the work area within  
34 50 feet of the centerline of tracks. No equipment may be operating within the work  
35 zone or any other work occurring within a distance allowing materials or equipment  
36 to swing over or occupy the area.  
37

38 The Contractor shall incorporate specific "Safety Action Plans" into its safety  
39 program, provide a copy of the "Safety Action Plan" to Union Pacific Railroad  
40 Roadmaster and the Contracting Agency prior to commencement of any work within  
41 50 feet of the centerline of railroad tracks and shall periodically audit the plans. The  
42 Contractor shall adhere to and comply with "Basic Contractor Safety and Operating  
43 Requirements".  
44

45 If Union Pacific instructs the Contractor to move the Contractor's equipment,  
46 materials or any installed material, the Contractor shall do so promptly. The  
47 Contractor shall not adjust or operate Union Pacific serviceable or functioning track  
48 or signal systems without prior written authorization from Union Pacific.  
49

1 The Contractor shall coordinate its Work so that there will be no delay to trains or  
2 interference in any manner with the operation of trains without prior written  
3 authorization from Union Pacific.

4  
5 The Contractor shall coordinate its Work with other Union Pacific Railroad  
6 Contractors.

7  
8 The Contractor shall not take any facility or equipment out of service without prior  
9 written approval from Union Pacific as appropriate. Any requests by the Contractor  
10 to take facilities or equipment out of service shall be made to Union Pacific per the  
11 advance notification timeframe prior to the time it is necessary to take the facility or  
12 equipment out of service.

13  
14 The Contractor shall protect the track and signals from exposure to concrete, debris,  
15 dirt and water during the Work.

16  
17 If damage is sustained by any of the existing signal and communication equipment,  
18 underground or above ground, as a result of the Contractor's operations, whether the  
19 damage sustained was intentional or not, the Contractor shall immediately inform the  
20 Union Pacific Railroad Roadmaster.

21  
22 The Contractor shall be responsible for paying for the costs of repair or replacement,  
23 including, but not limited to, the following charges:

- 24
- 25 1. Replacement of the damaged equipment.
  - 26
  - 27 2. Any necessary inspection and testing of the system, before and after repair or
  - 28 replacement of the damaged equipment.
  - 29

### 30 **8-30.2 General Work Requirements**

31  
32 There shall be no storage of material or equipment within 50 feet from the centerline  
33 of any railroad track without prior approval of Union Pacific.

34  
35 Tracks must be kept operational during the term of this project.

### 36 **8-30.3 Measurement**

37  
38  
39 No specific measurement shall apply to the lump sum item "Railroad Safety &  
40 Coordination".

41  
42 "Railroad Flagging" will be measured by the hour.

### 43 **8-30.4 Payment**

44  
45 "Railroad Safety & Coordination", per lump sum

46  
47  
48 The lump sum contract price for "Railroad Safety & Coordination" shall be full pay for  
49 all costs to obtain the necessary permits, training, certification, insurance, develop  
50 Safety Action Plans, notify Union Pacific Railroad of upcoming work within 50 feet of

1 the railroad tracks, schedule railroad flagging and coordinate with Union Pacific  
2 Railroad to perform the Work as described in these Specifications.

3  
4 "Railroad Flagging", per hour

5  
6 The unit Contract price for "Railroad Flagging", per hour, shall be considered full pay  
7 for the railroad flagging time necessary to complete the work as specified. Actual  
8 quantities will be determined in the field as the Work progresses, and will be paid at  
9 the original Bid price, regardless of final quantity. These Bid items shall not be subject  
10 to the provisions of 1-04.6 of the Standard Specifications.

11  
12  
13 **END OF SECTION**

14  
15  
16 **END OF SPECIAL PROVISIONS**



**APPENDIX A**

**PROJECT PLAN SET**

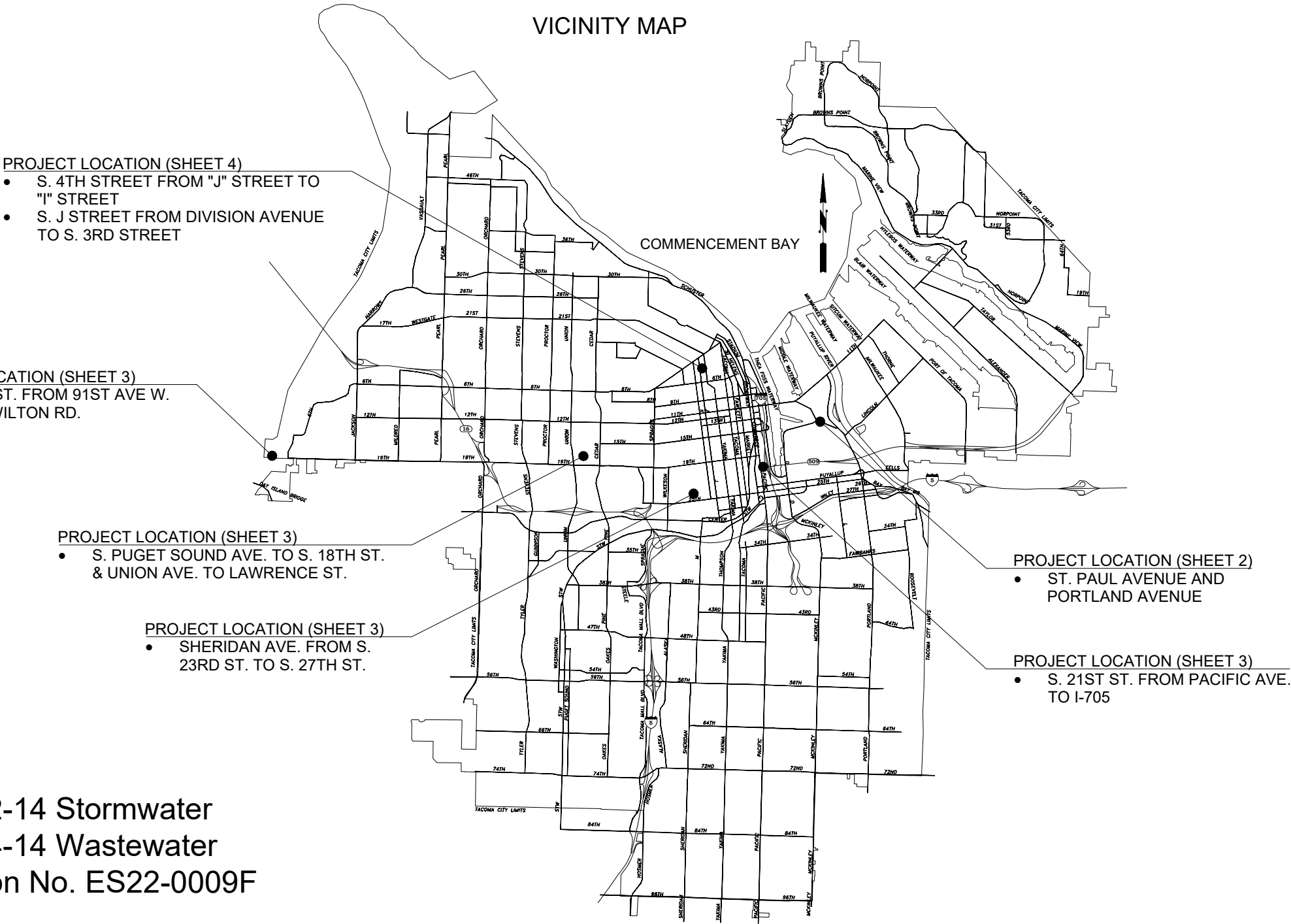




# 2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe Sewer Rehabilitation Project in Various Tacoma Locations

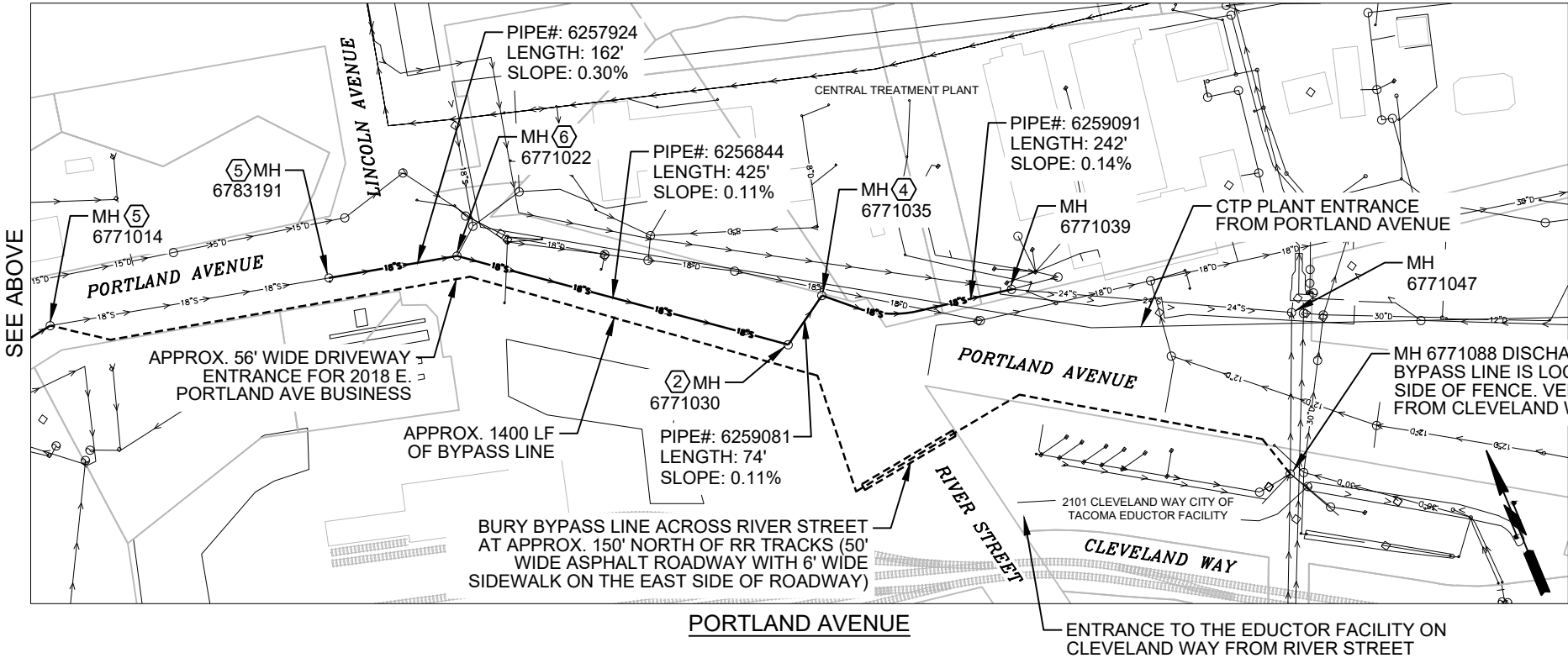
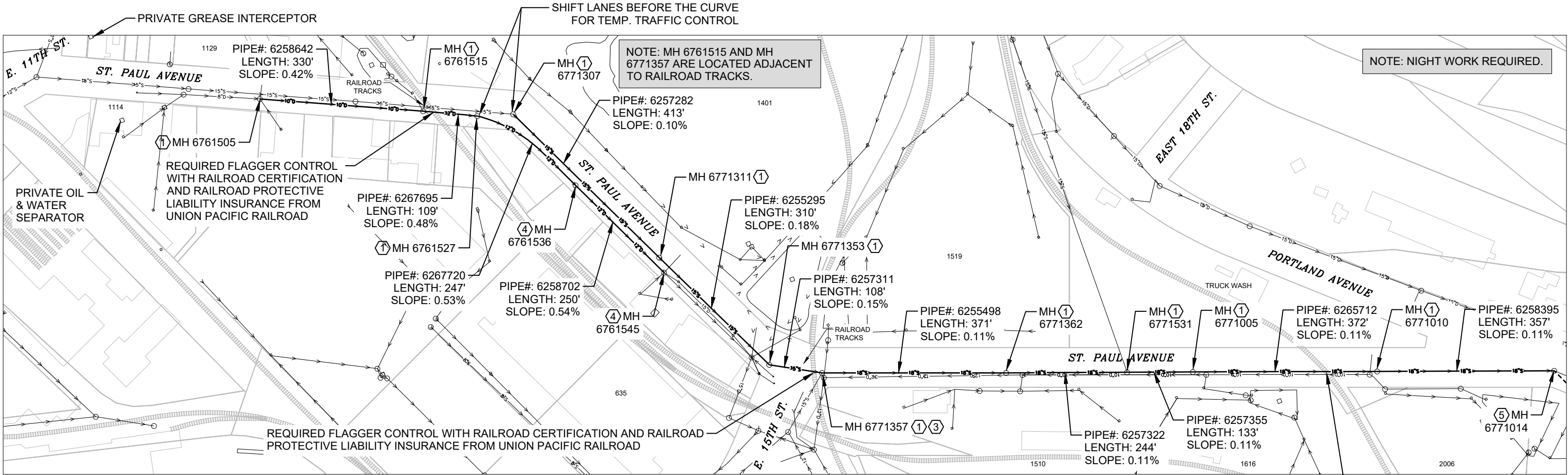
Environmental Services Department  
June 2022

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



ENV-03032-14 Stormwater  
ENV-04024-14 Wastewater  
Specification No. ES22-0009F

BID SET



NOTE: NIGHT WORK REQUIRED.

NOTE: ACCESS TO MH 6771035 AND MH 6771039 ARE ON THE OTHER SIDE OF CENTRAL TREATMENT PLANT FLOOD WALL AND REQUIRES ACCESS FROM CITY OF TACOMA CENTRAL TREATMENT PLANT ENTRANCE FROM PORTLAND AVENUE.

NOTE: CONTRACTOR SHALL COORDINATE WITH CITY PER SPECIAL PROVISIONS SECTION 7-08.3(5)H FOR BYPASS OPERATIONS AND ACCESS TO MANHOLES.

NOTE: CONTRACTOR SHALL COORDINATE WITH CITY OF TACOMA EDUCATOR FACILITY AT 2101 CLEVELAND WAY FOR DISCHARGING INTO MH 6771088 PER SPECIAL PROVISIONS SECTION 7-08.3(5)

FOR INFORMATIONAL PURPOSES ONLY. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLANS PER SPECIAL PROVISIONS SECTION 1-05.3

THESE ARE THE SUGGESTED TRAFFIC CONTROL TEMPLATES FOR THE ST. PAUL AVE. AND PORTLAND AVE. LOCATIONS:

- ① TWO-WAY LANE SHIFT WITH PARKING CLOSURE (ONE/BOTH SIDES)
- ② RIGHT/MULTI-LANE CLOSURE WITH MERGE/SHIFT
- ③ LANE CLOSURE(S) WITH FLAGGERS
- ④ SIDEWALK/PARKING CLOSURE
- ⑤ RIGHT LANE CLOSURE
- ⑥ LANE SHIFTS/CLOSURES AT INTERSECTION (UPO CONTROL)

PEDESTRIAN CROSSING (AT ANY/ALL INTERSECTIONS WITH OR WITHOUT MARKED CROSSWALKS) AND SIDEWALK CONTROLS PER CITY OF TACOMA TRAFFIC CONTROL HANDBOOK.

CITY OF TACOMA		ENVIRONMENTAL SERVICES DEPARTMENT		SPEC. NO. ES22-0009F	
2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe		Sewer Rehabilitation Project in Various Tacoma Locations		WBS NO. ENV-03032-14	
Plan		06/08/2022		SHEET NO. 2 of 5	



NO	REVISION	DATE	APPD

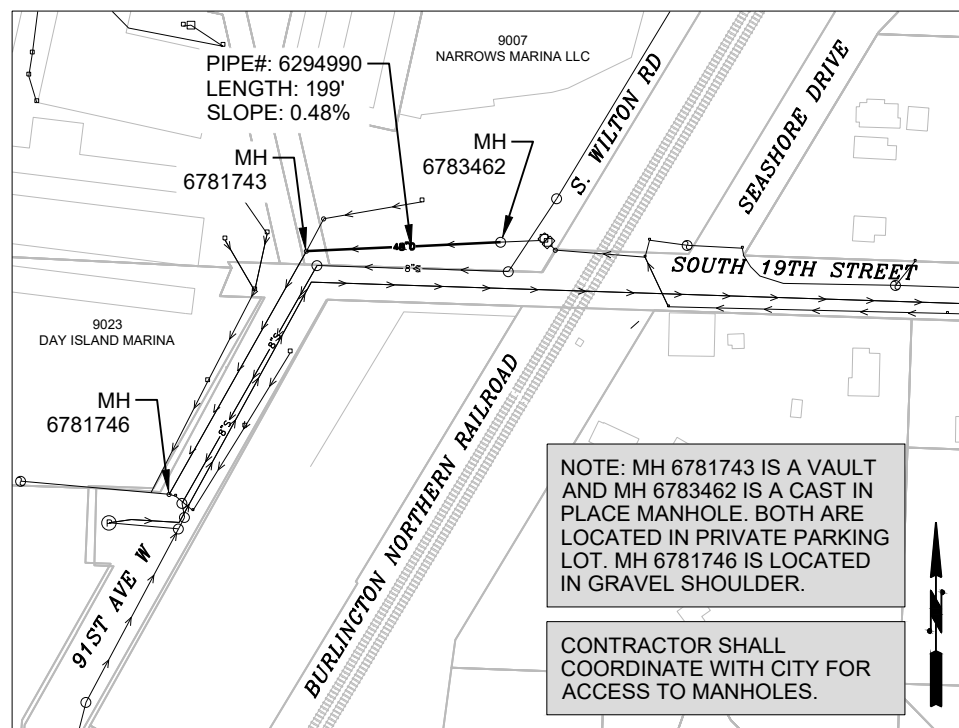
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DESIGNED	OAM	CHECKED	KSP
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FIELD BOOKS		DRAWING NAME	



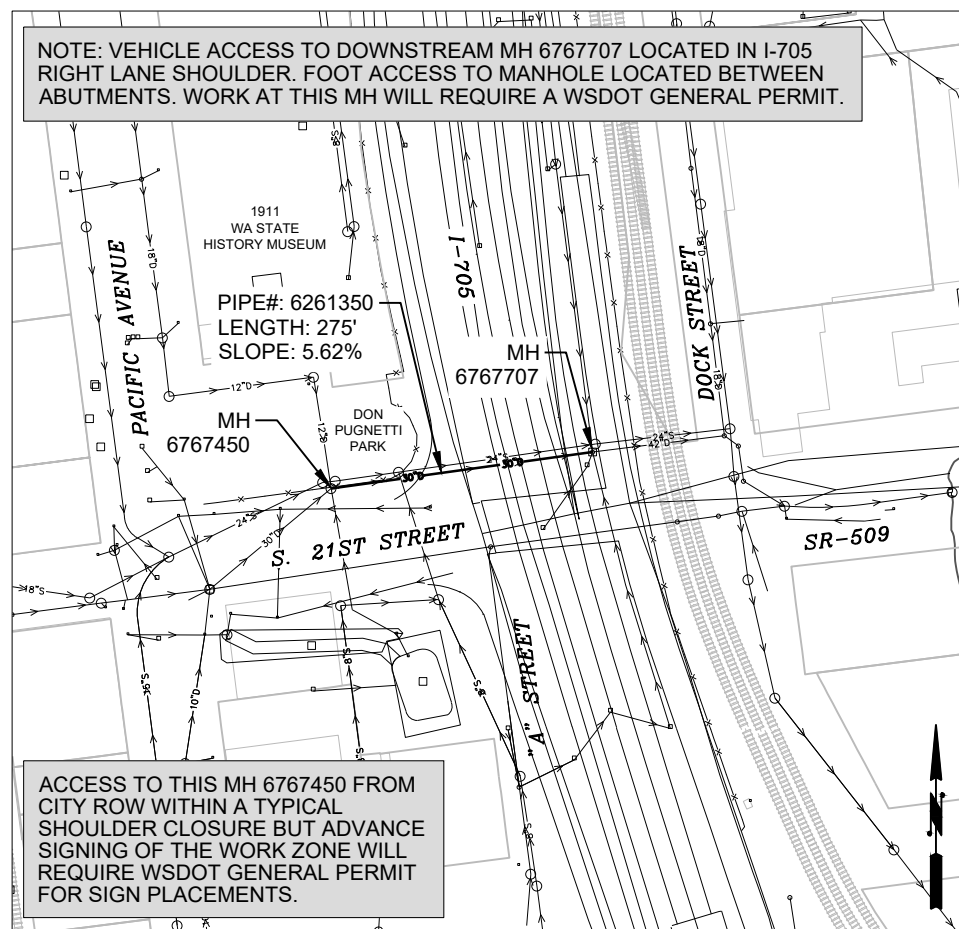
CITY OF TACOMA		ENVIRONMENTAL SERVICES DEPARTMENT		SPEC. NO. ES22-0009F	
2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe		Sewer Rehabilitation Project in Various Tacoma Locations		WBS NO. ENV-03032-14	
Plan		06/08/2022		SHEET NO. 2 of 5	

BID SET

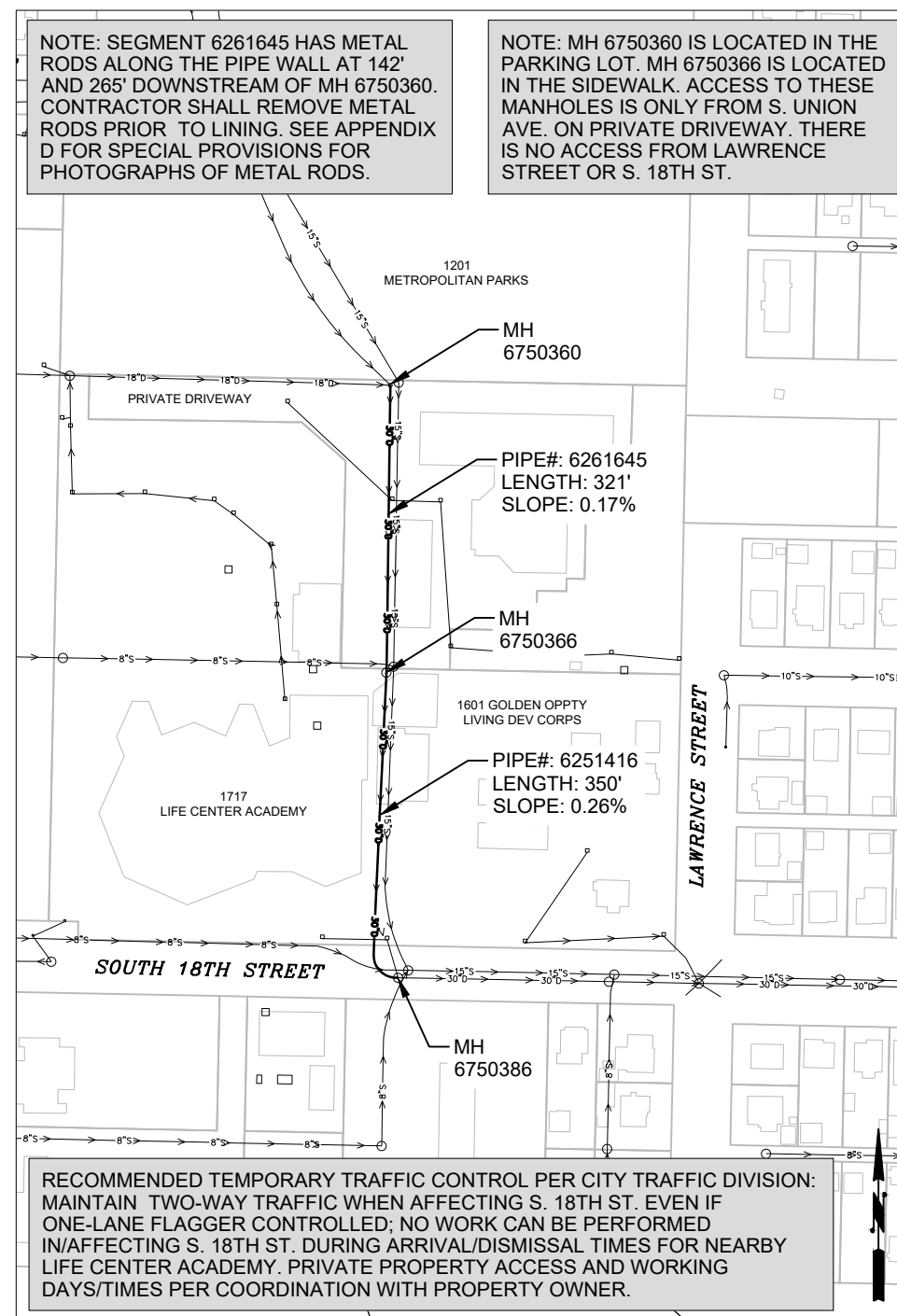
DATE: 6/8/2022 7:34 AM PATH: W:\PROJECTS\ENV-03032-14 2022 SW AND WW CIP\PRODUCTION SET FILE: ENV-03032-14 PLAN LAYOUT: 2 PLAN



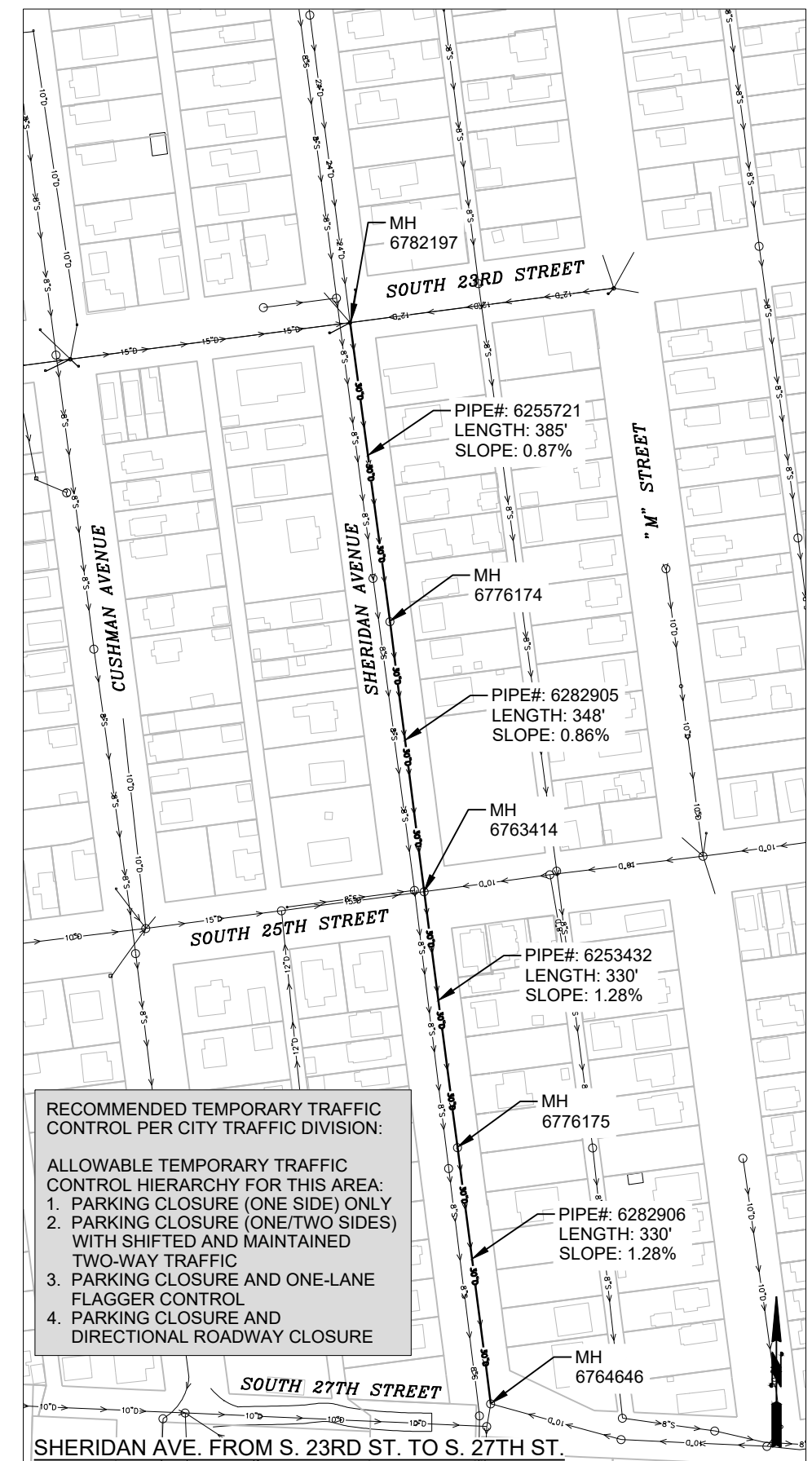
S. 19TH ST. FROM 91ST AVE W. AND S. WILTON RD.

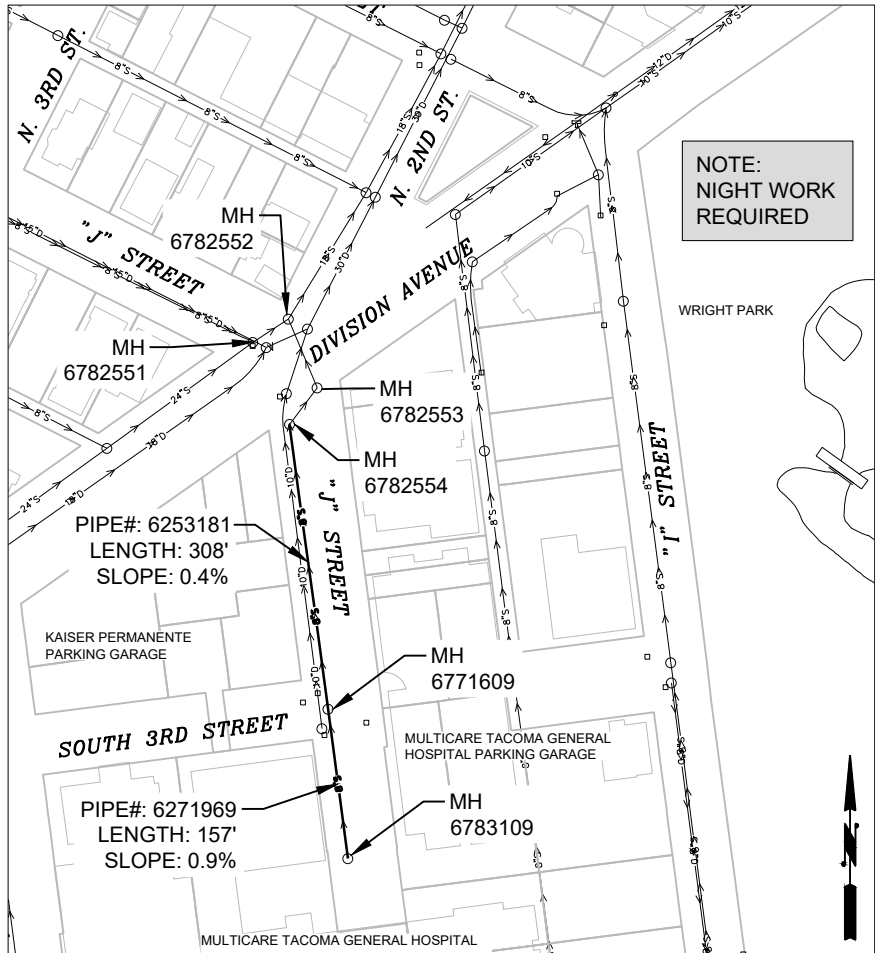


S. 21ST ST. FROM PACIFIC AVE. TO I-705



S. PUGET SOUND AVE. TO S. 18TH ST. & UNION AVE. TO LAWRENCE ST.

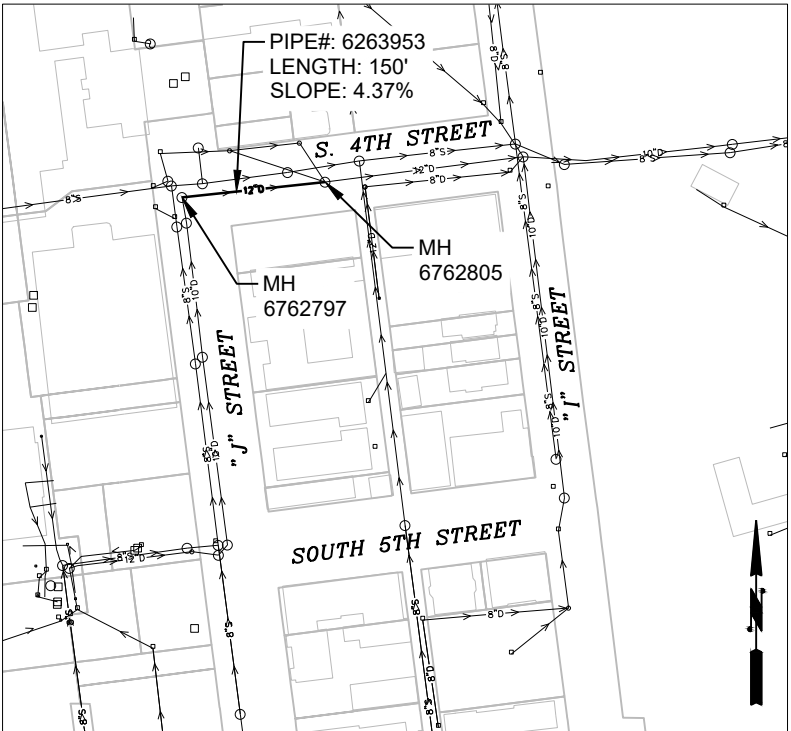




S. "J" ST. FROM DIVISION AVENUE TO S. 3RD ST.

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

NOTE: NIGHT WORK REQUIRED.





S. 4TH STREET FROM "J" STREET TO "I" STREET

NOTE:  
UPSTREAM MH 6762797 AND DOWNSTREAM MH 6762805 RECEIVE FLOWS FROM MULTICARE HOSPITAL.

NOTE:  
ANY WORK ON S. 4TH ST. MUST BE COORDINATED WITH THE CITY, MULTICARE TACOMA GENERAL HOSPITAL AND SOUND TRANSIT HILL TOP EXTENSION PROJECT.

BID SET

					FINAL CONSTRUCTION CHECKED	DATE 6/8/22	SCALE NO SCALE		CITY OF TACOMA ENVIRONMENTAL SERVICES DEPARTMENT		SPEC. NO. ES22-0009F
					BY	DESIGNED OAM	CHECKED KSP		2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe		WBS NO. ENV-03032-14
					DATE	DRAWN JLP	PROJECT NAME		Sewer Rehabilitation Project in Various Tacoma Locations		SHEET NO. ENV-04024-14
					FIELD BOOKS	DRAWING NAME ENV-03032-14 Plan.dwg	DATE 06/08/2022		Plan		SHEET 4 OF 5

DATE: 6/8/2022 7:31 AM    PATH: W:\PROJECTS\ENV-03032-14 2022 SW AND WW CIP\PRODUCTION SET    FILE: ENV-03032-14 PLAN    LAYOUT: 5 NOTES

BID SET


STORMWATER MAINS

Sheet	Shot	Segment	Material	Size (inches)	Length	Up MH	Up Depth	Dn MH	Dn Depth	Slope (%)	Location
2		6258642	URC	10	330	6761505	3.9	6761515	3.7	0.42	ST. PAUL AVENUE
2		6267695	URC	12	109	6761515	3.7	6761527	3.8	0.48	ST. PAUL AVENUE
2		6267720	URC	12	247	6761527	3.8	6761536	6.3	0.53	ST. PAUL AVENUE
2		6258702	URC	12	250	6761536	6.3	6761545	6.6	0.54	ST. PAUL AVENUE
3		6294990	CMP	48	199	6783462	7.5	6781743	5.4	-0.48	S. 19TH ST. FROM 91ST AVE W AND S. WILTON RD.
3		6261350	CMP	30	275	6767450	27.2	6767707	12.7	5.62	S. 21ST ST. FROM PACIFIC AVE. TO I-705
3		6261645	URC	30	321	6750360	9.0	6750366	23.1	0.17	S. PUGET SOUND AVE. TO S. 18TH ST. & UNION AVE. TO LAWRENCE ST.
3		6251416	URC	30	350	6750366	23.1	6750386	21.3	0.26	S. PUGET SOUND AVE. TO S. 18TH ST. & UNION AVE. TO LAWRENCE ST.
3		6255721	URC	30	385	6782197	9.6	6776174	8.8	0.87	SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.
3		6282905	URC	30	348	6776174	8.8	6763414	6.5	0.86	SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.
3		6253432	URC	30	330	6763414	6.5	6776175	8.7	1.28	SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.
3		6282906	URC	30	330	6776175	8.7	6764646	9.2	1.28	SHERIDAN AVE. FROM S. 23RD ST. TO S. 27TH ST.
4		6263953	URC	12	150	6762797	4.9	6762805	4.2	4.37	S. 4TH STREET FROM "J" STREET AND "I" STREET

WASTEWATER MAINS

Sheet	Shot	Segment	Material	Size (inches)	Length	Up MH	Up Depth	Dn MH	Dn Depth	Slope (%)	Location
2		6257282	URC	15	413	6771307	8.2	6771311	8.6	0.1	ST. PAUL AVENUE
2		6255295	URC	15	310	6771311	8.6	6771353	8.9	0.18	ST. PAUL AVENUE
2		6257311	RCP	15	108	6771353	8.9	6771357	9.4	0.15	ST. PAUL AVENUE
2		6255498	URC	18	371	6771357	9.4	6771362	8.5	0.11	ST. PAUL AVENUE
2		6257322	URC	18	244	6771362	8.5	6771531	9.3	0.11	ST. PAUL AVENUE
2		6257355	URC	18	133	6771531	9.3	6771005	9.3	0.11	ST. PAUL AVENUE
2		6265712	URC	18	372	6771005	9.3	6771010	9.9	0.11	ST. PAUL AVENUE
2		6258395	URC	18	357	6771010	9.9	6771014	11.7	0.11	ST. PAUL AVENUE
2		6257924	URC	18	162	6783191	10.3	6771022	13.6	0.3	ST. PAUL AVENUE
2		6256844	URC	18	425	6771022	13.6	6771030	14.7	-0.03	PORTLAND AVENUE
2		6259081	URC	18	74	6771030	14.7	6771035	14.9	0.11	PORTLAND AVENUE
2		6259091	URC	18	242	6771035	14.9	6771039	12.6	0.14	PORTLAND AVENUE
4		6253181	TCP	8	282	6771609	9.4	6782554	13.4	1.98	S. "J" ST FROM DIVISION AVE TO S. 3RD ST
4		6271969	TCP	8	157	6783109	8.2	6771609	9.4	0.94	S. "J" ST FROM DIVISION AVE TO S. 3RD ST

Pipe Size (In.)	Pipe Length (lf)
8	439
10	330
12	3294
15	830
18	2379
30	2339
48	199
Total	9811



NO

REVISION

DATE

APPD

FINAL CONSTRUCTION CHECKED

BY

DATE

FIELD BOOKS

DATE

6/8/22

DESIGNED

OAM

DRAWN

JLP

DRAWING NAME

ENV-03032-14 Plan.dwg

SCALE


NO SCALE

CHECKED

KSP

PROJECT NAME

ENV-03032-14



CITY OF TACOMA

ENVIRONMENTAL SERVICES DEPARTMENT

2022 Stormwater and Wastewater Ultraviolet Cured-In-Place Pipe

Sewer Rehabilitation Project in Various Tacoma Locations

Notes

06/08/2022

SPEC. NO.

ES22-0009F

WBS NO.

ENV-03032-14

ENV-04024-14

SHEET NO.

5

OF

5



**APPENDIX B**

**CITY OF TACOMA**

**INSURANCE REQUIREMENTS**





# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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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

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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](http://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

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- 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.
- 4.1.2 Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

### **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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. 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)



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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years beyond completion of work.

### 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.

### 4.10 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).



**APPENDIX C**

**EXAMPLE TRAFFIC CONTROL PLANS**

**AND WSDOT GENERAL PERMIT**





## General Permit (Application and Permit)

Applicant (hereinafter referred to as Permit Holder)						Permit Number <b>GP</b>	
Address						State Route	
City		State	Zip Code	Begin Milepost (if applicable) Left      Right		End Milepost (if applicable) Left      Right	
Phone Number			FED ID/SWV #			Region	
Email						County	
Project Name (if applicable)							
Public Land Survey System (PLSS)							
At or begins at _____ 1/4 of the _____ 1/4 of Section _____ Township _____ N, Range _____ E    W							
and if applicable ends at _____ 1/4 of the _____ 1/4 of Section _____ Township _____ N, Range _____ E    W							
This General Permit shall apply to all Work being constructed by the permit on WSDOT right-of-way that is owned by or under WSDOT jurisdiction and includes all Work that will be WSDOT's responsibility to maintain when the Work is completed and accepted by WSDOT. (RCW 47.24.020 City Streets as part of State Highways.)							
Intended Use of WSDOT Highway Right-of-Way (hereinafter referred to as the "Work"):							
The Washington State Department of Transportation hereinafter will be referred to as "WSDOT." WSDOT will allow the Permit Holder to construct, upgrade, use, and/or maintain the Work described above provided the Permit Holder accepts all the terms, provisions, and exhibits attached hereto and by this reference made a part of this permit.							
Exhibit "A": General Permit Special Provisions				Exhibit "E":			
Exhibit "B": Right of Way Sheet and/or Vicinity Map				Exhibit "F":			
Exhibit "C":							
Exhibit "D":							
By signing below the Permit Holder accepts all the terms, provision, and exhibits attached to and made a part of this permit.							
<b>Permit Holder</b>				<b>WSDOT Approval</b>			
Print Name				Print Name			
Print Title				Print Title			
Signature				Signature			
Date				Date			
				Expiration Date			

# General Provisions

*No changes to these General Provisions may be made without further approval of the Office of the Attorney General*

## DOCUMENTS, NON-EXCLUSIVE, COMPLIANCE WITH LAW, WORK

1. A copy of this Permit must be on the job site, protected from the elements, at all times during any Permit Holder activity, construction or improvement Work as authorized by this Permit. "Work" under this Permit shall include the use of WSDOT-owned right-of-way as authorized herein.
2. The Permit Holder shall be responsible for compliance with all applicable federal, state, tribal and local laws, ordinances and regulations, that affect work being performed pursuant to this Permit. The Permit Holder shall defend and indemnify WSDOT and the State of Washington against any claims that may arise because the Permit Holder (or any of its employees or subcontractors) violated a legal requirement.
3. The Permit Holder agrees that all Work shall be performed and completed to the satisfaction of WSDOT. All material and workmanship shall conform, in the sole discretion of WSDOT, to WSDOT's Standard Specifications for Road, Bridge, and Municipal Construction, current edition and amendments thereto, unless WSDOT has agreed in writing to a different standard, and shall be subject to WSDOT inspection. All WSDOT inspections of Work within WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, are solely for the benefit of WSDOT and not for the benefit of the Permit Holder, Permit Holder's contractor (if any), or any third party.
4. Upon approval of this Permit, the Permit Holder agrees to and shall diligently proceed with the Work and comply with all of the terms, provisions, and exhibits attached herein. Unless specified otherwise by WSDOT, or agreed to in writing by WSDOT, the work authorized by this Permit shall begin, be completed, or shall expire by the dates as agreed to by this Permit and its provisions, as indicated on page 1.

## RIGHT OF ENTRY NON-EXCLUSIVE

5. Subject to the terms of this Permit, WSDOT hereby grants to the Permit Holder, its authorized agents, contractors, subcontractors, and employees, a right of entry upon WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, onto which access is necessary to construct, operate and/or maintain the completed Work.

If WSDOT has approved any limited access breaks, or inner corridor access breaks, for the Work, the Permit Holder shall strictly comply with the terms and conditions of such approval.

## WSDOT NOTIFICATION: SURVEY MONUMENTS, HIGHWAY SIGNS, FENCES, LANDSCAPING

6. Unless authorized by WSDOT or other affected property owner in writing, the Permit Holder shall assure that all public and private property, including but not limited to traffic signal equipment, signs, guide markers, lane markers, fences, mailboxes, guardrail, barriers, and utilities, are not impacted, damaged, destroyed, or removed. If any such property is damaged, destroyed, or removed without prior written authorization, the Permit Holder shall notify WSDOT's representative immediately of such impact, damage, destruction or removal. The Permit Holder shall replace, repair, or fully restore any private or public property that is damaged, destroyed, or removed to WSDOT's sole satisfaction.
7. The Permit Holder shall not disturb, remove, or destroy any existing Survey Monument before first obtaining a Washington State Department of Natural Resources (DNR) permit. The Permit Holder agrees that resetting Survey Monuments shall be the sole responsibility, and at the sole expense, of the Permit Holder. Such resetting of any Survey Monument shall be performed by or under the direct supervision of a Licensed Professional Land Surveyor. The Permit Holder shall notify WSDOT in writing within ten (10) calendar days of any Survey Monument that has been disturbed, removed, destroyed, or reset, and shall restore the Survey Monument to its original place and condition at the Permit Holder's sole expense within ten (10) calendar days of its disturbance, damage or destruction.

If Permit holder does not perform the resetting work as required herein, WSDOT may perform such work and the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. If WSDOT chooses not to make the repairs, WSDOT may initiate an action to revoke this Permit.

A listing of Survey Monuments can be found at the WSDOT's Geographic Services Office Website:

<http://www.wsdot.wa.gov/monument/searchBroad.aspx>

## **DISTURBANCE OF EXISTING RIGHT-OF-WAY VEGETATION**

8. Unless otherwise authorized by WSDOT's representative in writing prior to the start of any Work, this Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut, spray, retard, remove, destroy, disfigure, or in any way modify the physical condition of any vegetative or landscaping material located on WSDOT owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction. Should the Permit Holder anticipate that its' Work will alter the appearance of WSDOT-owned highway right-of-way vegetation or landscaping material, the Permit Holder shall notify the WSDOT representative listed in Special Provision 1 to obtain WSDOT's prior written approval of the Permit Holder's proposed Work. If WSDOT allows the Permit Holder to modify WSDOT-owned highway right-of-way vegetation, it agrees that any vegetation cutting and/or trimming activities shall be conducted in such a manner that WSDOT-owned highway right-of-way vegetation and landscaping material appearance or functionality will not be altered or damaged. Should the Permit Holder alter or damage the appearance of WSDOT-owned highway right-of-way vegetation and landscaping without WSDOT's prior written approval, the Permit Holder is subject to penalties provided for in RCW's 47.40.070, 47.40.080, and 4.24.630, as applicable.

## **REMOVAL OF TIMBER**

9. This Permit is issued pursuant to the applicable terms of RCW 47.12.140 (Severance and Sale of Timber and other personalty - Removal of nonmarketable materials). This Permit does not authorize the Permit Holder, its' employees, contractors, or agents, any right to cut or remove any trees or timber located on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction without prior written approval from WSDOT.

## **MERCHANDISING**

10. It is unlawful for any person to build, erect, establish, operate, maintain, or conduct along and upon the right-of-way of any state highway any platform, box, stand, or any other temporary or permanent device or structure used or to be used for the purpose of receiving, vending, or delivering any milk, milk cans, vegetables, fruits, merchandise, produce, or any other thing or commodity of any nature unless a permit therefore has first been obtained from WSDOT. WSDOT shall in each instance determine where any platform, box, stand, or any other temporary or permanent device or structure shall be permitted pursuant to RCW 47.32.110.

## **EROSION CONTROL AND DRAINAGE**

11. All discharges to WSDOT right-of-way or upon WSDOT highway right-of-way under WSDOT jurisdiction, if allowed, shall conform to State and Local water quality regulations and shall meet WAC 173-201A (Water Quality Standards for Surface Waters of the State of Washington).
12. During construction of this work, the Permit Holder shall comply with all provisions of the WSDOT Highway Runoff Manual, or WSDOT approved equivalent plan, and implement Best Management Practices (BMP's) to mitigate erosion.

## **CULTURAL RESOURCES**

13. If any archaeological or historical resources are revealed in the Work vicinity, the Permit Holder shall immediately STOP Work, notify WSDOT's Representative and retain a United States Government Secretary of the Interior's qualified archaeologist. Said archaeologist shall evaluate the site and make recommendations to WSDOT regarding the continuance of the Work.

## **COMPLIANCE WITH CLEARZONE GUIDELINES**

14. The Permit Holder hereby agrees that the Work described in this permit is in compliance with WSDOT's Clear Zone Guidelines pursuant to Chapter 1600 of WSDOT's Design Manual ([M 22-01](#)) and any revisions thereto. For any Work performed on a managed access state highway within an incorporated city or town, the Permit Holder may use the applicable city or towns clear zone guidelines if the city or town has their own published clear zone guidelines.

## **PERMIT EXTENSION AND ASSIGNMENT**

15. The expiration date of this Permit may not be extended without WSDOT's prior written approval.
16. This Permit shall not be deemed or held to be an exclusive one and shall not prohibit WSDOT from granting permits or franchise rights; or entering into other agreements with other public or private companies or individuals, nor shall it prevent WSDOT from using any of its highways, streets, or public places, or affect its right to full supervision and control over all or any part of them, none of which is hereby surrendered.

## **MAINTENANCE DEFICIENCIES**

17. The Permit Holder shall correct any maintenance deficiency related to, or contributed to in any way by, the Work within thirty (30) consecutive calendar days upon receiving written notice of such deficiency from WSDOT, unless WSDOT authorizes in writing a different time period. Should the Permit Holder fail to correct a deficiency within the prescribed time period after receiving written notice of the deficiency from WSDOT, WSDOT reserves the right to perform the necessary maintenance work to preserve WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction or for the protection of the traveling public including bicycles or pedestrians. If WSDOT performs maintenance work as provided herein, the Permit Holder agrees to fully reimburse and make payment to WSDOT within thirty (30) calendar days of the date of WSDOT's detailed invoice pursuant to Section 26 – Invoice and Payments, herein. If WSDOT chooses not to make the repairs; WSDOT may initiate an action to revoke this Permit.

## **INTERFERENCE WITH OTHER PROJECTS**

18. The Permit Holder agrees to schedule and perform the Work herein in such a manner as not to interfere with any WSDOT maintenance or other activities on WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, including any WSDOT authorized construction activities that may be occurring in the general vicinity of the Work authorized by this Permit.

## **INSURANCE**

19. Insurance (Applicable on a case by case basis)

The Permit Holder shall provide proof of insurance coverage prior to performing any Work within State-owned highway right of way, as follows:

- Commercial General Liability covering the risks of bodily injury (including death), property damage, and personal injury, including coverage for contractual liability, with a limit of not less than \$5 million per occurrence and in the aggregate; OR
- Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident; OR
- Employers Liability covering the risks of Permit Holder's employees' bodily injury by accident or disease, with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease.

WSDOT and the State shall be expressly named as an additional insureds under these general liability and automobile liability policies, by endorsing these policies with form CG2010 1185 or CA2048 (as appropriate), which shall contain no additional limitations with respect to completed operations or ongoing operations coverages, nor shall there be any limitation with respect to the negligence of WSDOT and the State. These policies shall be primary and non-contributory with respect to WSDOT and the State, and shall contain a waiver of subrogation in favor of WSDOT and the State. The Permit Holder shall furnish WSDOT proof of these insurance requirements prior to performing any Work under the Permit. A forty-five (45) calendar day written notice shall be given to the Department prior to termination of or any material change to the policy(ies) as such relate(s) to this Permit.

## **MODIFICATION OR REVOCATION OF THE PERMIT BY WSDOT**

- 20a. Modification: If this Permit is modified in writing by WSDOT, the Permit Holder will have thirty (30) calendar days from the date of the written notice to modify the Work as required by WSDOT. If the modifications cannot be made within thirty (30) calendar days, the Permit Holder shall request from WSDOT, in writing, during the prescribed time period, an extension of time in which to make the modifications. Any extension of time shall be made in writing and is solely within WSDOT's discretion.

Should the Permit Holder breach any of the conditions or requirements of the permit or if WSDOT determines that emergency maintenance of the Work is required to (1) protect any aspect of the state highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction, or (2) secure the safety of the traveling public due to a failure of the Permit Holder's Work or its maintenance thereof, WSDOT may perform the emergency maintenance work without the Permit Holder's prior approval, and the Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the emergency maintenance work pursuant to the provisions of Section 26 - Invoice and Payments. WSDOT will notify the Permit Holder of the emergency work performed as soon as practicable.

- 20b. Revocation: If the Permit is revoked and the Permit Holder fails to return the property back to its original condition, as solely determined by WSDOT, WSDOT shall perform such Work at the Permit Holder's sole cost and expense, and the Permit Holder shall reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 27 - Invoice and Payments.
- 20c. Plan Corrections: WSDOT reserves the right to require changes or corrections due to plan omissions or details not in conformance with WSDOT's Standard Specifications, Standard Plans, Design Manual, or Project Special Provisions.

## **MODIFICATION OF THE PERMIT BY THE PERMIT HOLDER**

21. If the Permit Holder desires to modify this permit and/or the Work, it shall notify the WSDOT Representative listed in Exhibit A, Special Provisions, in writing of all proposed changes for WSDOT's prior written approval. WSDOT agrees to provide written acceptance or rejection of the proposed change(s) to the Permit Holder within Ten (10) business days.

## **ADDITIONAL PERMIT CONDITIONS**

22. The Permit Holder shall not excavate or place any obstacle within the limits of state highway right-of-way in such a manner as to interfere with WSDOT's construction, operation, and maintenance of the State Highway right-of-way or the public's travel thereon without WSDOT's prior written approval and/or as may be provided in this Permit.
23. Upon completion of all Work, the Permit Holder shall immediately remove all rubbish and debris from WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, leaving WSDOT right-of-way in a neat, presentable, and safe condition, to WSDOT's sole satisfaction. Any Work-related rubbish and debris clean up, or any necessary slope treatment to restore and/or protect WSDOT right-of-way or upon state highway right-of-way under WSDOT jurisdiction, not done within seven (7) calendar days of Work completion, will be done by WSDOT at the expense of the Permit Holder, unless otherwise approved in writing by WSDOT prior to the expiration of the (7) day period.
- The Permit Holder agrees to reimburse WSDOT's actual direct and related indirect costs and expenses for performing the Work pursuant to the provisions of Section 26 - Invoice and Payments.
24. The Permit Holder agrees to maintain, at its sole expense, its Work under this Permit in a manner satisfactory to WSDOT, in WSDOT's sole discretion.
25. WSDOT shall in no way be held liable for any damage to the Permit Holder by reason of any such work by or authorized by WSDOT, its agents or representatives, or by the exercise of any rights by WSDOT upon roads, streets, public places, or structures in question.

## **EXTENSION OF THE EXPIRATION DATE**

26. If requested by the Permit Holder, the Expiration Date of this Permit may be extended by WSDOT after review of the contributing circumstances.

## **INVOICE AND PAYMENTS**

27. If WSDOT deems it necessary to perform Work as provided for in this Permit by WSDOT forces or its' contractor, including but not limited to any modification, repair, clean up or removal of the Work authorized under this Permit:
- WSDOT will assign a reimbursable account to the Permit Holder as a means of invoicing the Permit Holder for the costs associated with the Work performed by WSDOT.
  - WSDOT will provide a detailed invoice, including direct and related indirect costs, to the Permit Holder for the Work performed by WSDOT or its contractor(s), and the Permit Holder agrees to pay WSDOT within thirty (30) calendar days of receipt of an invoice.
  - The Permit Holder agrees that if payment is not made to WSDOT as herein agreed, WSDOT may charge late fees, interest and/or refer the debt to a Collection Agency, all in accordance with Washington State Law.

## **OTHER PERMITS AND APPROVALS**

28. The Permit Holder shall be responsible for securing all necessary permits, including but not limited to, federal, state, and local regulatory, tribal, environmental, archeological, and railroad permits and permits from the Washington State Department of Ecology, the Washington State Department of Fish and Wildlife, and/or the U.S. Army Corps of Engineers prior to beginning the Work authorized by this Permit. The Permit Holder shall be responsible for mitigation measures where wetlands have been disturbed and agrees that it is solely responsible for any fines imposed for noncompliance with the permit(s) conditions or for failure to obtain the required permits. In addition, the Permit Holder, on behalf of itself and its contractors, officers, officials, employees, and agents, agrees to indemnify, hold harmless, and defend, at its sole cost and expense, WSDOT and its officers, officials, employees, and agents from any and all fines, costs, claims, judgments, and/or awards of damages to regulatory agencies, persons, and/or property, arising out of, or in any way resulting from, the Permit Holder's failure to (1) obtain any required permit for the Permit Holder Work or (2) comply with permit conditions.

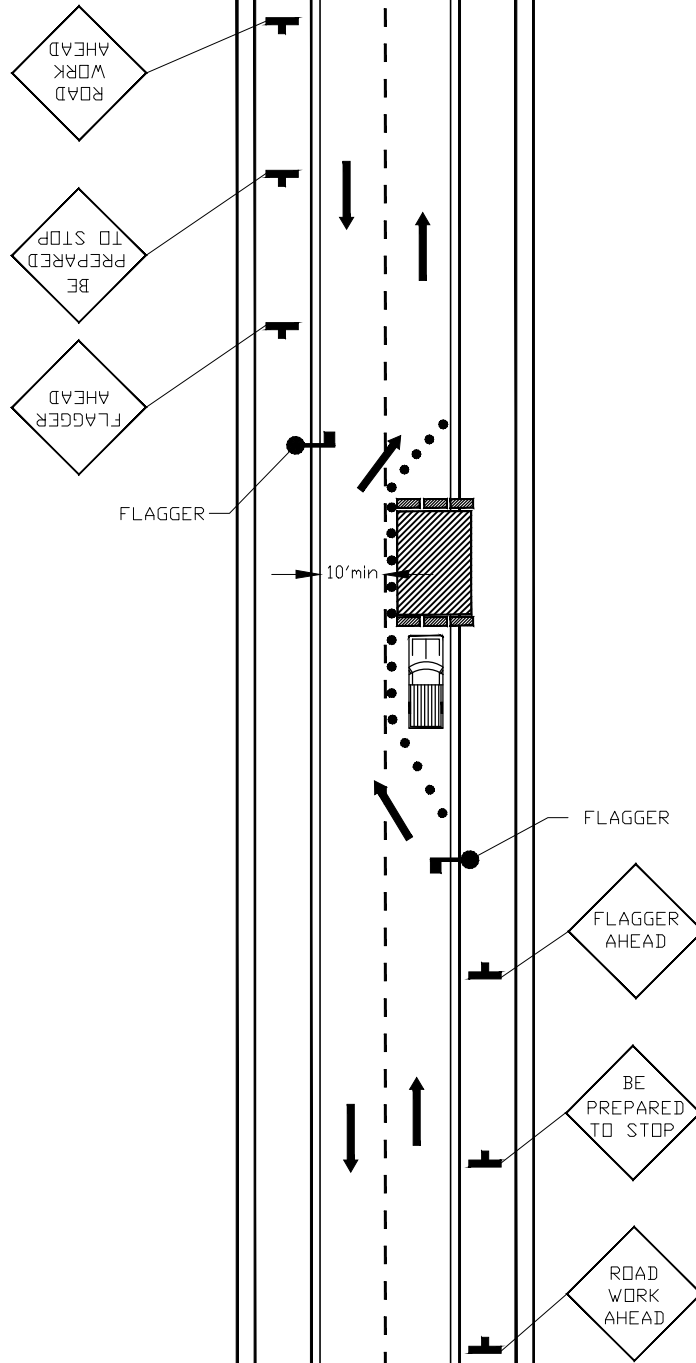
## **INDEMNIFICATION, WAIVER, VENUE, AND ATTORNEYS FEES**

29. The Permit Holder, its successors and assigns, shall indemnify, defend at its sole cost and expense, and hold harmless the State of Washington, its officers, employees, and agents from all claims, suits, demands, actions for damages (both to persons and/or property), expenses, regulatory fines, and/or suits in law and in equity that (1) arise out of or are incident to, or alleged to arise out of or are incident to, any acts or omissions of the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person in the use of the WSDOT-owned highway right-of-way or upon state highway right-of-way under WSDOT jurisdiction as authorized by the terms and conditions of this Permit, or (2) are caused by the breach of any of the terms or conditions of this Permit by the Permit Holder, its successors and assigns, and its contractors, subcontractors, agents, employees, invitees and/or any other person. The Permit Holder, its successors and assigns, shall not be required to indemnify, defend, or hold harmless the State of Washington, its' officers, employees and/or agents, if the claim, suit, or action for damages (both to persons and/or property) is caused by the sole acts or omissions of the State of Washington, its' officers, employees and/or agents; provided that, if such claims, suits, or actions result from the concurrent negligence of (1) the State of Washington, its officers, employees and/or agents, and (2) the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the acts or omissions of the Permit Holder, its agents, contractors, subcontractors, employees, invitees, successors, assigns and/or any other person.
30. The Permit Holder agrees that its obligations under this Permit extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its' employees or agents while performing Work under this Permit while located on or off WSDOT-owned highway right of way or upon state highway right of way under WSDOT jurisdiction. For this purpose, the Permit Holder, by mutual negotiation, hereby waives, with respect to the State of Washington only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provisions in chapter 51.12 RCW.
31. The indemnification and waiver provided for in Sections 29 and 30 shall survive the termination of this Permit.
32. In the event that the Permit Holder or WSDOT deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Permit, the Permit Holder and WSDOT agree that any such action or proceedings shall be brought in the superior court situated in Thurston County, Washington. Further, the Permit Holder agrees that it shall be solely responsible for its own attorney's fees and costs and agrees that it shall not seek nor be entitled to recovery of such attorney's fees and costs.

## **NONAPPLICABILITY OF RELOCATION ASSISTANCE/EMINENT DOMAIN**

33. The Permit Holder acknowledges that this Permit does not at any time entitle the Permit Holder, its successors or assigns, to assistance under the Relocation Assistance - Real Property Acquisition Policy (Chapter 8.26 RCW). Further, the revocation or other termination of this Permit shall not be deemed a taking by WSDOT under the laws of eminent domain.

# SAMPLE SETUP



## SINGLE LANE NON-ARTERIAL WITH FLAGGER

## MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)

☐ APPROVED BY: \_\_\_\_\_  
☐ APPROVED WITH CONDITIONS BY: \_\_\_\_\_ DATE: \_\_\_\_\_

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

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

### EVENING AND WEEKENDS ONLY

START TRAFFIC CONTROL SET UP DATE & TIME: \_\_\_\_\_

MUST BE OUT OF THE ROAD BY DATE & TIME: \_\_\_\_\_

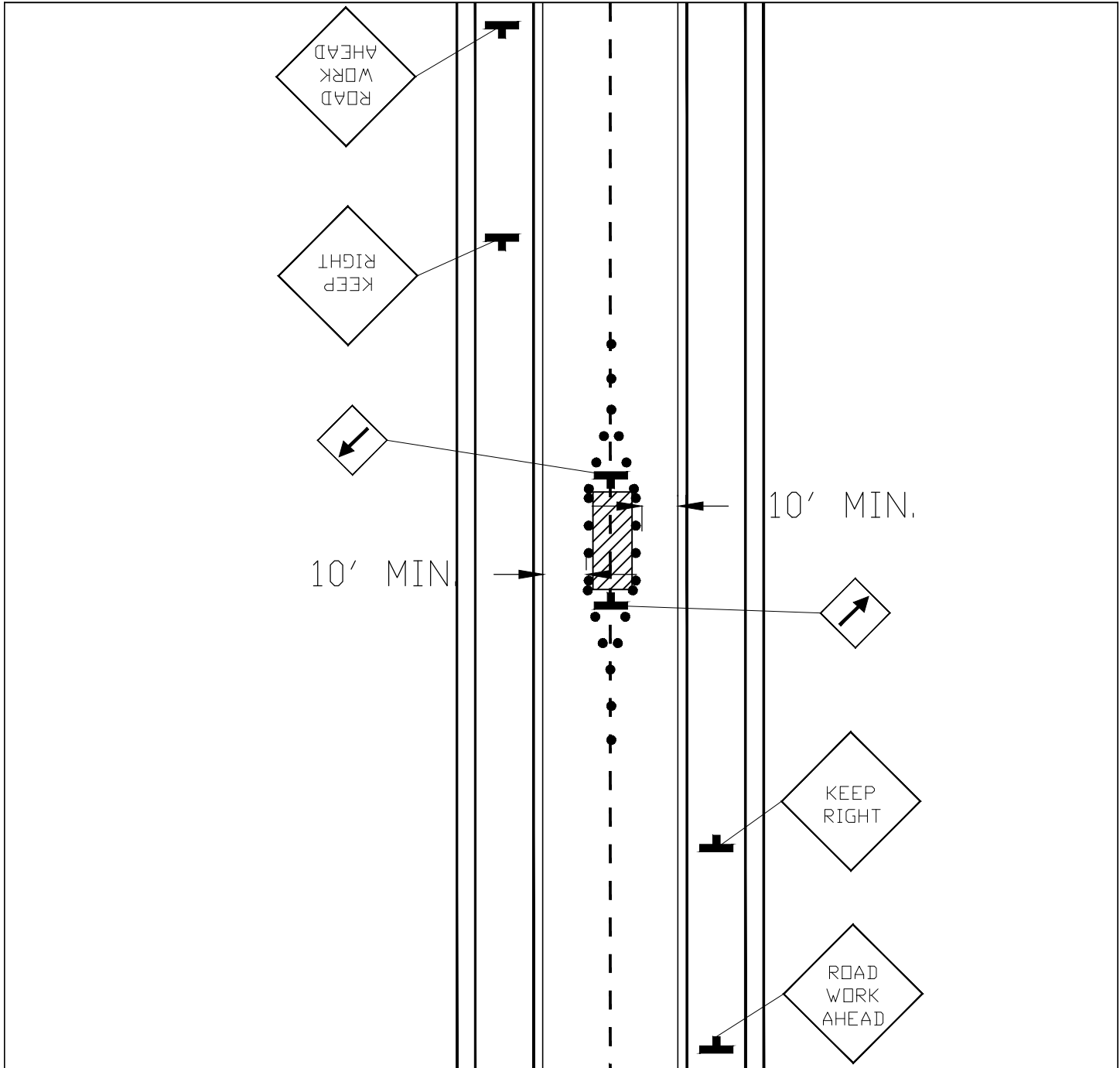
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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: \_\_\_\_\_

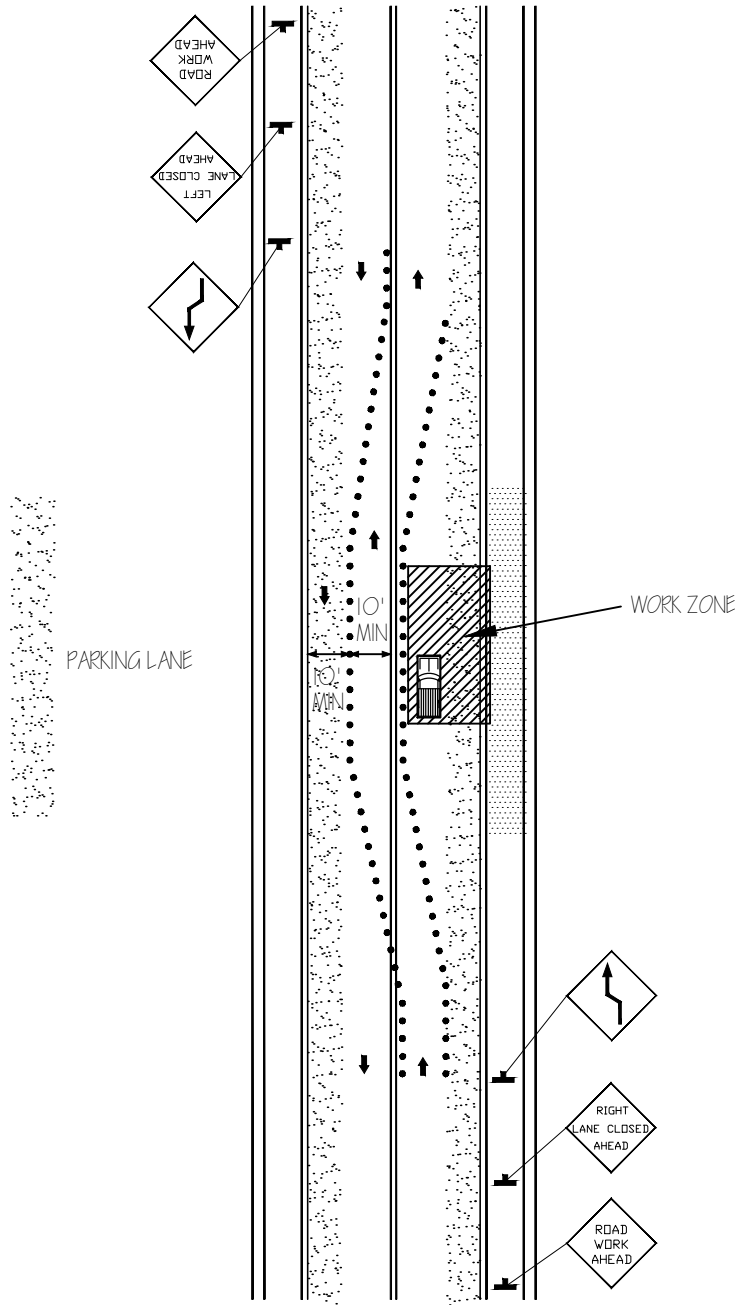
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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.

The diagram illustrates a two-lane road with a center turn lane. A hatched rectangular area in the center turn lane indicates a construction zone or a lane closure. The road is divided into three sections by dashed lines representing the center turn lane and the travel lanes. Traffic signs are placed on both sides of the road, with lines indicating their placement relative to the road and the closure area.

**Signs on the Left Side (Facing Right):**

- ROAD WORK AHEAD** (Diamond sign)
- LEFT LANE CLOSED** (Diamond sign)
- KEEP RIGHT** (Rectangular sign with a right-pointing arrow)
- Two-lane road narrowing sign** (Diamond sign showing two lanes merging into one)

**Signs on the Right Side (Facing Left):**

- ROAD WORK AHEAD** (Diamond sign)
- RIGHT LANE CLOSED** (Diamond sign)
- Two-lane road narrowing sign** (Diamond sign showing two lanes merging into one)
- W1-4L** (Text label below the narrowing sign)

The diagram shows the placement of these signs relative to the road and the closure area, ensuring that drivers are adequately warned and directed during the lane closure.

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	
	5'								

NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

MUST BE OUT OF THE ROAD BY DATE & TIME: \_\_\_\_\_

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)

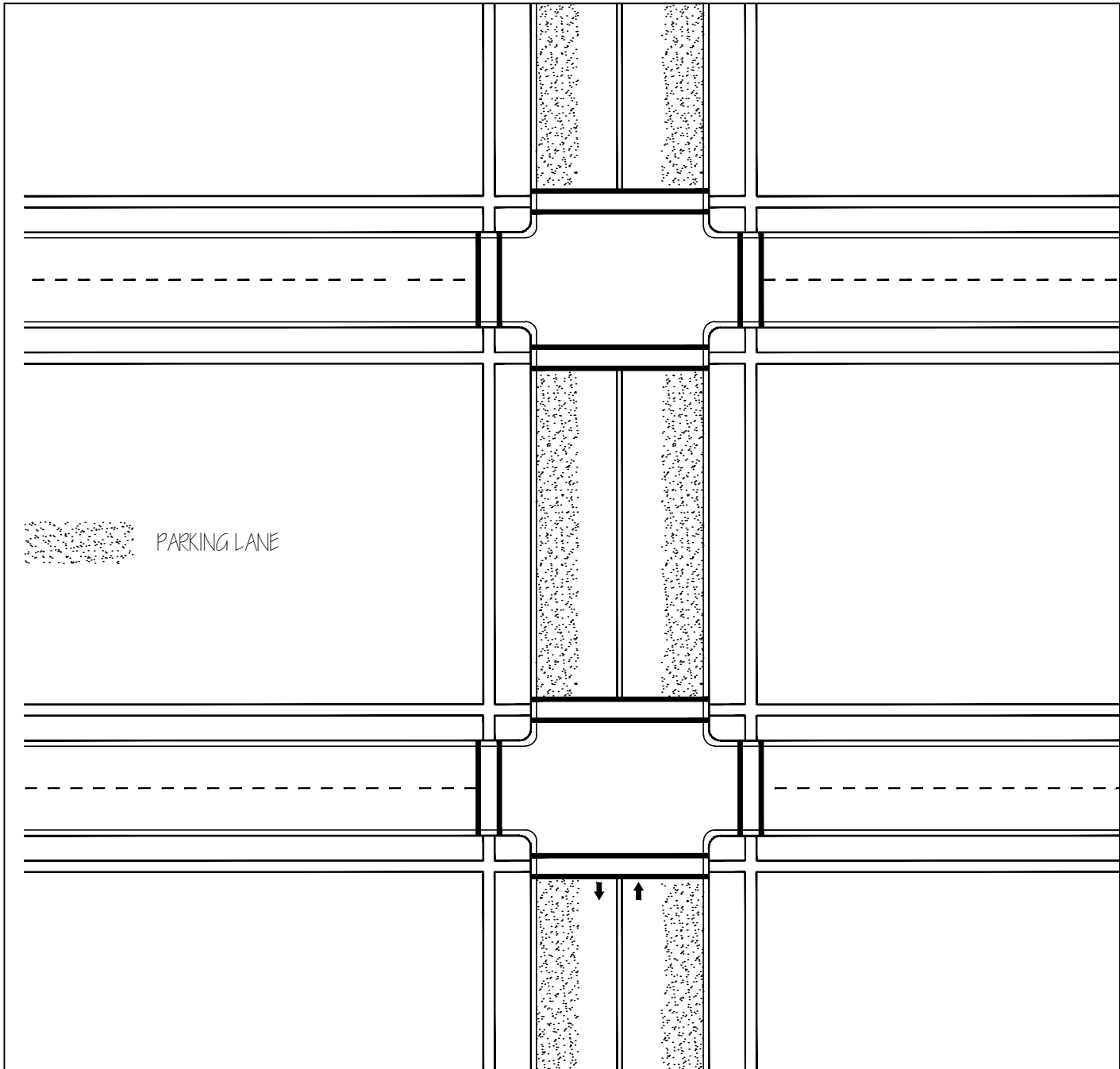
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)								
Offset cones 1 foot maximum.								

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.

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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: \_\_\_\_\_

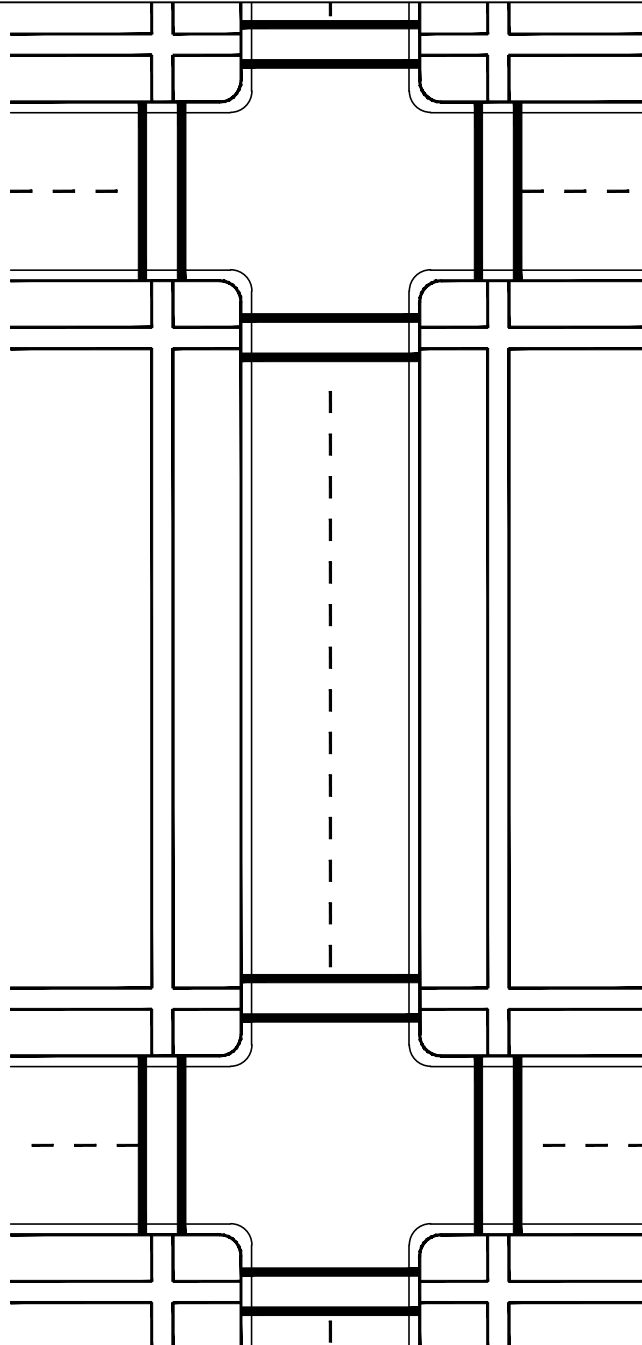
MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)								
MPH	10	15	20	25	30	35	40	
LANE WIDTH	8'	14	30	54	84	120	164	214
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Offset cones 1 foot maximum.								

**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)

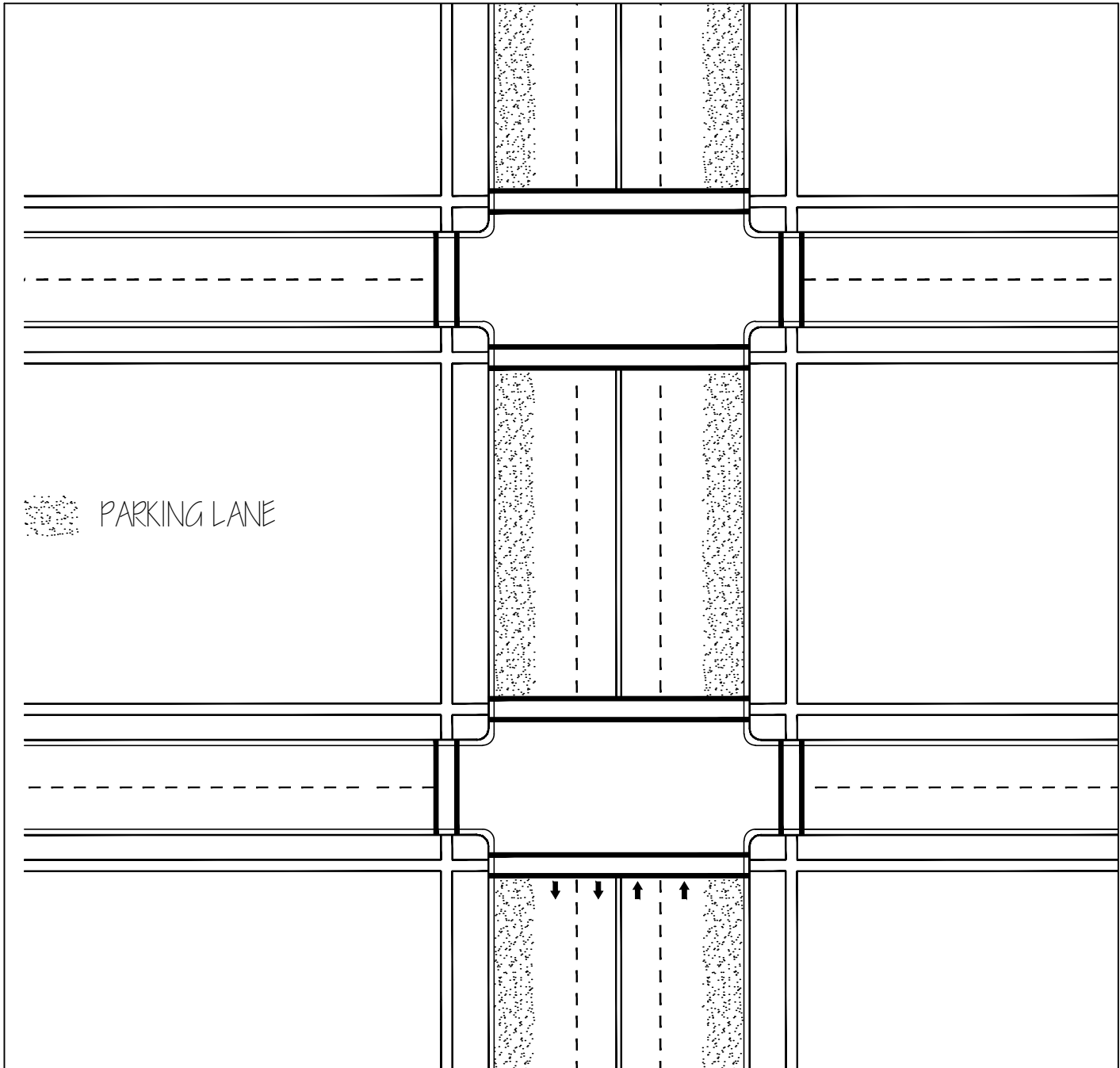
MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427
NUMBER OF CHANNELIZATION DEVICES (CONES)							
Offset cones 1 foot maximum.							

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.

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

## This image shows a blank sheet of handwriting practice paper. It features four vertical columns defined by solid black lines. The second column from the left contains a series of short, horizontal dashed lines spaced evenly down its length, serving as a guide for letter height. Similarly, the third column from the left also contains such dashed lines. The first, fourth, and fifth columns are completely blank, providing space for independent writing practice.

# 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 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.

**APPENDIX D**

**EXISTING PIPE CONDITION DOCUMENTS (FOR  
INFORMATIONAL USE ONLY)**



## Photographs of Existing Metal Rods in Segment 6261645 (S. Puget Sound Ave. to S. 18<sup>th</sup> St. & Union Ave. to Lawrence St.)

Existing 2'-3' length of metal rod in existing 30-inch diameter concrete stormwater main



Existing 3'-4' length of metal rod in existing 30-inch diameter concrete stormwater main



## Photographs of Bend in Segment #6251416 (S. Puget Sound Ave. to S. 18<sup>th</sup> St. & Union Ave. to Lawrence St.)

Bend begins in the 30" diameter stormwater segment at 303 LF of 350 LF downstream from upstream manhole heading towards S. 18<sup>th</sup> St.

6251416 PRE VIDEO.MPG.MPG - VLC media player  
Media Playback Audio Video Subtitle Tools View Help



6251416 PRE VIDEO.MPG.MPG - VLC media player  
Media Playback Audio Video Subtitle Tools View Help





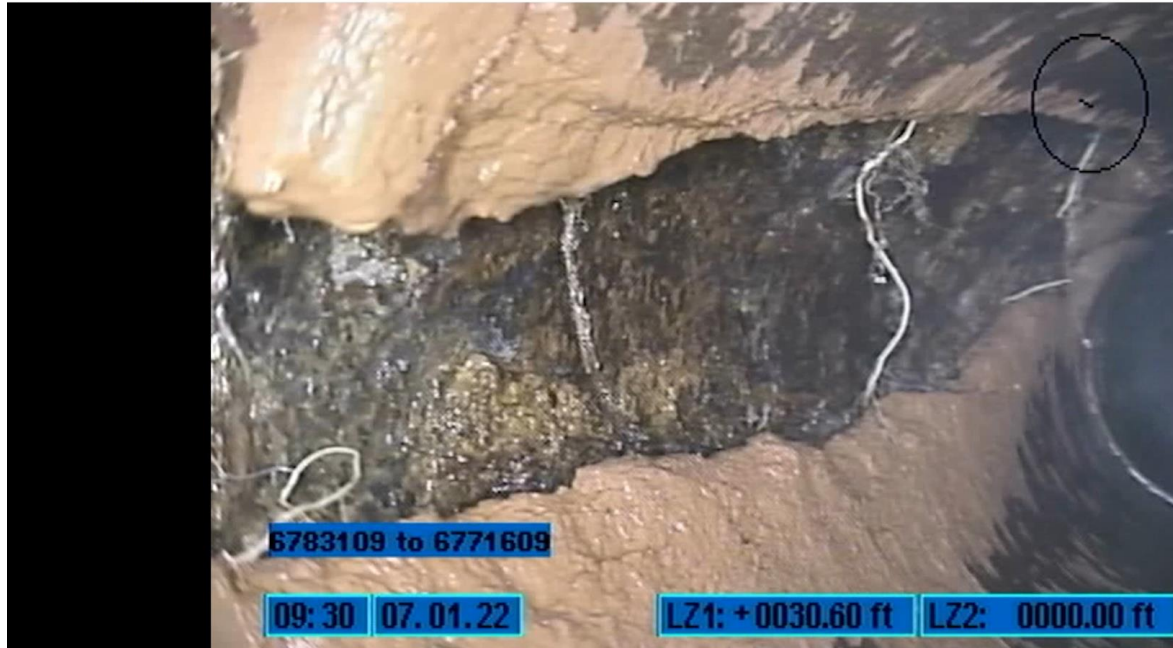


End at downstream manhole located in S. 18<sup>th</sup> St.

## Photographs of Existing Condition of Segment #6271969 (S. J St. From Division Avenue to S. 3<sup>rd</sup> St.)

Beginning from 30 LF TO 33 LF, broken sidewall of clay pipe at 9 o'clock to 10 o'clock and outside repair patch

6271969 PRE VIDEO.MPG.wmv - VLC media player  
Media Playback Audio Video Subtitle Tools View Help



Circumferential cracking in clay pipe begins at 125 LF downstream

6271969 PRE VIDEO.MPG.wmv - VLC media player  
Media Playback Audio Video Subtitle Tools View Help



Hole in the pipe wall at 136 LF at 4 o'clock to 5 o'clock

6271969 PRE VIDEO.MPG.wmv - VLC media player  
Media Playback Audio Video Subtitle Tools View Help



Up close view of broken pipe

6271969 PRE VIDEO.MPG.wmv - VLC media player  
Media Playback Audio Video Subtitle Tools View Help



At 138 LF, pipe showing further deterioration at 3 o'clock to 5 o'clock for 2 LF

6271969 PRE VIDEO.MPG.wmv - VLC media player  
Media Playback Audio Video Subtitle Tools View Help



At 156 LF, pipe showing break at 4 o'clock to 5 o'clock

6271969 PRE VIDEO.MPG.wmv - VLC media player  
Media Playback Audio Video Subtitle Tools View Help





**PART III**

**CITY OF TACOMA**

**EQUITY IN CONTRACTING**

**PROGRAM**



# CITY OF TACOMA

## 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 EIC Requirements may be met by using MBEs, WBEs, DBEs or SBEs from the OMWBE list. Contact the EIC Office at 253-591-5630 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 253-591-5630 between 8 AM and 4:30 PM, Monday through Friday.

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

**The Equity in Contracting (EIC) forms included in these bid documents must be fully 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 LEAP Office  
747 Market Street, Room 900  
Tacoma, WA 98402  
(253) 591-5590  
leap@cityoftacoma.org  
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*): \_\_\_\_\_

Youth 18 – 24? Age: \_\_\_\_\_ Veteran? 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

\_\_\_\_\_ 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)

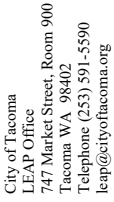
\*Any of the above must have a complete physical address verified by the [www.govme.org](http://www.govme.org) website.

No PO Boxes

Contractor Representative: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_



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

<b>Contractor:</b>						<b>Date:</b>
<b>Specification Number:</b>			<b>Contract/Work Order Number(s):</b>		<b>Contract Dollar Amount:</b>	
<b>Project Description:</b>						
<b>PART B PLANNED LEAP HOURS*</b>						
Trade or Craft	City of Tacoma Resident	Economic Distressed Area Resident	Tacoma Public Utilities Service Area Apprentice Resident	WA State Apprentice *(Contracts outside of TPU Service Area Only)		
	hrs.	hrs.	hrs.	hrs.		
	hrs.	hrs.	hrs.	hrs.		<b>Date</b>
	hrs.	hrs.	hrs.	hrs.		
	hrs.	hrs.	hrs.	hrs.		
	hrs.	hrs.	hrs.	hrs.		
	hrs.	hrs.	hrs.	hrs.		
	hrs.	hrs.	hrs.	hrs.		<b>Rejected</b>
	hrs.	hrs.	hrs.	hrs.		
	hrs.	hrs.	hrs.	hrs.		<b>Date</b>
	hrs.	hrs.	hrs.	hrs.		
<b>Totals</b>						
					<b>TOTAL hrs.</b>	

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

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### **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.

