

The Tulalip Tribes of Washington



Tulalip Bay Water System Improvements Phase 1 Project

Tulalip Tribes Project No.: 2024-002

Contract Documents

May 21, 2024

Tulalip Bay Water System Improvements – Phase 1 Project

Tulalip Tribes Project No.: 2024-002

Contract Documents

Prepared for

The Tulalip Tribes
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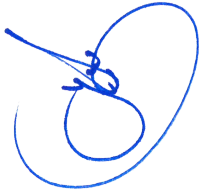
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CERTIFICATION

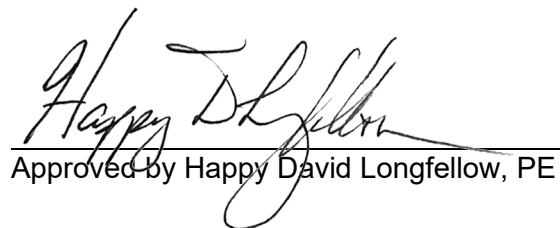
The technical material and data contained in this document were prepared under the supervision and direction of the undersigned, whose seal, as a professional engineer licensed to practice as such, is affixed below.



Prepared by Younis Mahmoodi, PE



Checked by Jack Wright, PE



Approved by Happy David Longfellow, PE

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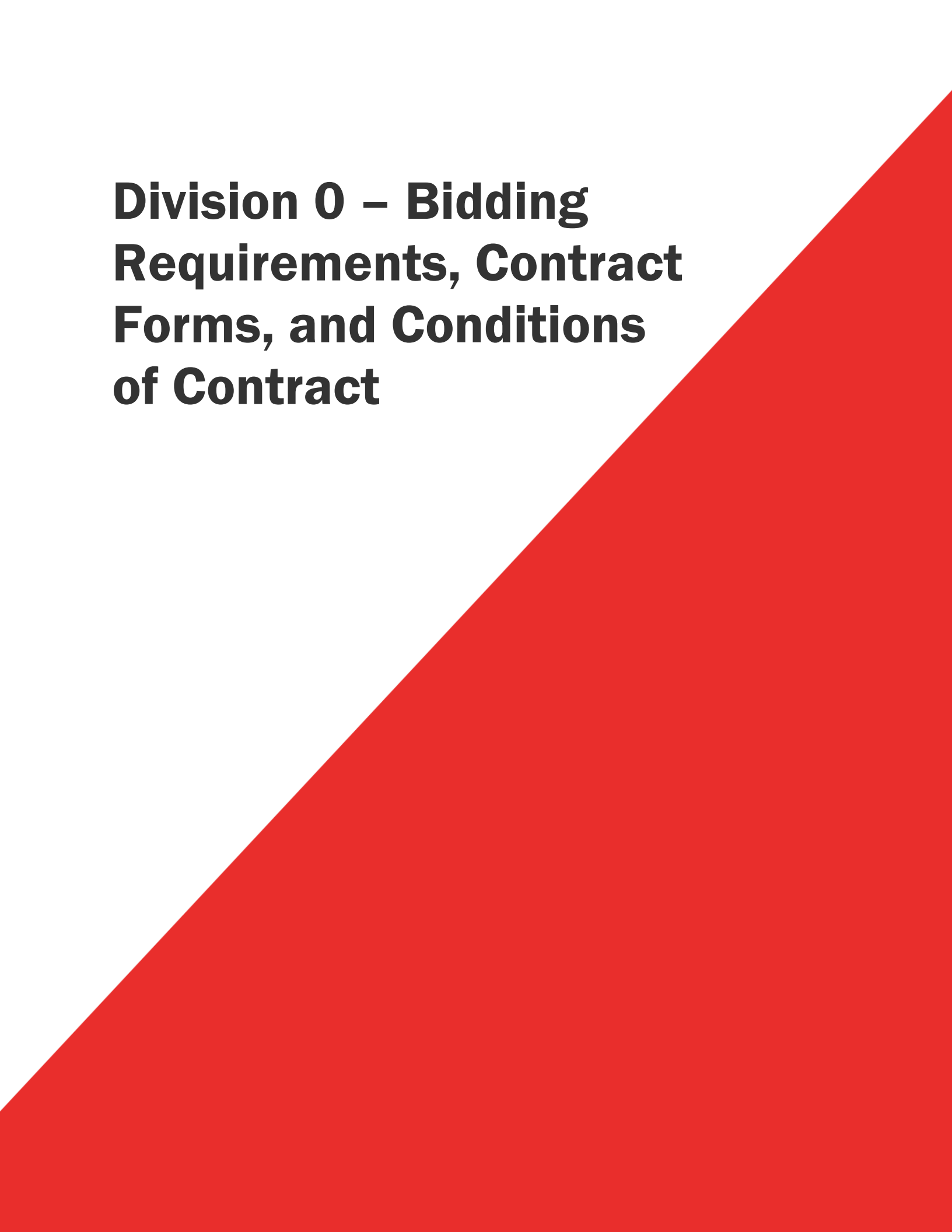
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- A GEOTECHNICAL REPORTS
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CONSTRUCTION DRAWINGS (under separate cover)

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Division 0 – Bidding Requirements, Contract Forms, and Conditions of Contract

The Tulalip Tribes of Washington

Notice to Bidders

Sealed bid proposals will be received by the Tulalip Tribes of Washington, at the Job Shack Site located at 11404 - 34th Avenue NE, Tulalip, WA for the following Project:

Tulalip Tribes Project No.: 2024-002

Tulalip Bay Water System Improvements – Phase 1 Project in accordance with the Drawings and Specifications prepared by: Parametrix, 206-604-6759, iwright@parametrix.com. The Roads and Transportation Managers for the Project are Nicole Smith, nicolesmith@tulaliptribes-nsn.gov, and Christina Parker, christinaparker@tulaliptribes-nsn.gov.

Tulalip Bay Water System Improvements – Phase 1:

The Work includes construction of approximately 40 linear feet of restrained 8-inch-diameter PVC C900 pipe, 1,975 linear feet of restrained 6 inch diameter PVC C900 pipe, 40 linear feet of restrained 4-inch-diameter PVC C900 pipe and associated restrained fittings, 45 water service meter assemblies combination of near and far sides, 78 new water meter and PRV, thirteen 6-inch gate valves, three 8-inch gate valves, two fire hydrant assemblies, one 2-inch combined air/vac valve assembly, and two 2-inch blowoff assemblies. The Work also includes seven connections to the existing 2-, 6- and 8-inch water system, property restoration, temporary erosion and sediment control, and roadway/trench restoration.

The project is located on the Tulalip Indian Reservation.

Native American Preference related to contracting, subcontracting, and suppliers in the project is required and must meet The Tulalip Code, Chapter 9.05.

Sealed bids will be received for: Tulalip Bay Water System Improvements – Phase 1 until June 12, 2024, at 2:00 PM, at which time all bids will be opened and read aloud at the 11404 - 34th Avenue NE Job Shack Site. All required bid documentation shall be submitted to the 11404 - 34th Avenue NE Job Shack Site by the scheduled bid date and times. ORAL, TELEPHONIC, FAXED, OR TELEGRAPHIC BIDS WILL NOT BE ACCEPTED.

Plans, specifications, addenda, bidders list, and plan holders list for this project are available Free-of-charge access to project bid documents (plans, specifications, addenda, and Bidders List) is provided to Prime Bidders, Subcontractors, and Vendors by going to the Tulalip Site: <https://www.tulaliptribes-nsn.gov/Visitors/RequestsForProposal> or the Builders Exchange Site: www.bxwa.com and clicking on “Posted Projects”, “Public Works”, and “Tribal Agencies – Tulalip Tribes”. This online plan room provides Bidders with fully usable online documents with the ability to: download, view, print, order full/partial plan sets from numerous reprographic sources, and a free online digitizer/take-off tool. It is recommended that Bidders “Register” in order to receive automatic e-mail notification of future addenda and to place themselves on the “Self-Registered Bidders List”. Bidders that do not register will not be automatically notified of addenda and will need to periodically check the on-line plan room for addenda issued on this project. Contact Builders Exchange of Washington at (425) 258-1303 should you require assistance with access or registration. The content available through bxwa.com is our property or the property of our licensors

and is protected by copyright and other intellectual property laws. Access to project documents is intended for use by bidders (general contractors/prime bidders, subcontractors and suppliers), agency personnel and agency's consultants, as well as for personal, noncommercial, use by the public. You may display or print the content available for these uses only. "Harvesting" (downloading, copying, and transmitting) of any project information and/or project documents for purposes of reselling and/or redistributing information by any other party is not allowed by BXWA.

The Tulalip Tribes of Washington

CONFIDENTIALITY AGREEMENT

Upon award of a Contract the successful Bidder shall provide the Tulalip Tribes of Washington with a completed and signed Confidentiality Agreement as set forth herein. Successful Bidder shall also provide the Tulalip Tribes of Washington with a Confidentiality Agreement Completed and signed by all lower tier contractors and/or suppliers whom may perform Work on the Project.

I / we, the undersigned, have been provided certain confidential and proprietary information (“Confidential Information”) regarding the Tulalip Tribes of Washington for the Project identified as Tulalip Bay Water System Improvements – Phase 1 Project No.: 2024-02 (“Project”). “Confidential Information” shall include, without limitation, all financial information, data, materials, products, manuals, business plans, marketing plans, Project design documents, or other information disclosed or submitted orally, in writing, or by any other media.

The undersigned acknowledges that this Confidential Information is sensitive and confidential in nature, and that the disclosure of this information to anyone not part of this agreement would be damaging to the Tulalip Tribes of Washington.

In consideration of the premises herein contained, I / we understand and agree that I / we will not disclose any “Confidential Information” regarding this “Project” to any person(s) not privy to this agreement. Furthermore, I / we will not disclose any of this information directly or indirectly to any competitor of the Tulalip Tribes of Washington.

Agreed to and accepted:

Signature: _____

Title: _____

Printed Name: _____

DATE: _____

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The Tulalip Tribes of Washington

INSTRUCTIONS TO BIDDERS

The Tulalip Tribes of Washington hereby invite you to submit a Bid Proposal for this project.

Article 1	Contract Information
Article 2	Bidding Procedures
Article 3	Bid Opening & Consideration of Bids
Article 4	Withdrawal of Bid
Article 5	Bid Estimate
Article 6	Bid Guaranty and Contract Bond
Article 7	Contract Award and Execution
Article 8	Applicable Law and Forum

ARTICLE 1 – CONTRACT INFORMATION

1.1 PROJECT BID REQUIREMENTS

- 1.1.1 The Tulalip Tribes of Washington’s Board of Directors has the authority to require those employers subject to The Tulalip Code, Chapter 9.05 – TERO Code and applicable federal laws and guidelines, to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting, and to give preference to Indians in contracting goods and services. Bidders must comply with The Tulalip Code, Chapter 9.05 – TERO Code and the rules, regulations and orders of the TERO Commission.
- 1.1.2 With respect to each Project / Contract of \$10,000 or more, operating within the exterior boundaries of the Tulalip Reservation or on Tribal Projects off the Reservation, the Contractor shall pay a onetime Fee of 1.75% of the total Project / Contract cost, i.e., equipment labor, materials and operations and any increase of the Contract / Project or Subcontract amount. If the Contractor initially enters into a Contract of less the \$10,000, but subsequent changes in the Work increases the total Contract / Project amount to \$10,000 or more, the TERO Fee shall apply to the total amount including increases.
- 1.1.3 The General Contractor shall be responsible for paying all TERO fees, including those attributable to the subcontractors. The fee shall be due in full prior to commencement of any work under the Contract / Project. However, where good cause is shown, the TERO Representative may authorize the General Contractor to pay said fee in installments over the course of the contract, when:
 - 1.1.3.1 The decision whether to authorize an alternative arrangement, which, if allowed, shall be in writing, shall rest solely with the discretion of the TERO Representative.
- 1.1.4 Whenever an employer or union would be required by any provision of The Tulalip Code, Chapter 9.05 – TERO Code to give preference in employment, such

preference shall be given to the following persons in the following enumerated order:

- a) Enrolled Tulalip Tribal Members
- b) Spouses, Parent of a tribal member child, biological child born to an enrolled Tulalip Tribal Member, current legal guardian of a Tribal Member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a tribal member in a domestic partner relationship (with documentation).
- c) Other Natives/Indians shall mean any member of a federally recognized Indian tribe, nation or band, including members of federally recognized Alaskan Native villages or communities.
- d) Spouse of federally recognized Native American
- e) Regular current employees of all the Tulalip Tribal entities
- f) Other

Where prohibited by applicable Federal law or contractual agreements, the above order of preference shall not apply. In such cases, preference shall be given in accordance with the applicable Federal law or contract.

- 1.1.5 The preference requirements contained in The Tulalip Code, Chapter 9.05 – TERO Code shall be binding on all contractors and subcontractors, regardless of tier, and shall be deemed a part of all resulting contract agreements.
- 1.1.6 For more information about The Tulalip Code, Chapter 9.05 – TERO Code, contact the Tulalip Tribes' TERO Department at 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716-4747 or Facsimile (360) 716-0249. The Tulalip TERO Code is available for review on the Tulalip TERO website: <http://www.tulaliptero.com>.
- 1.1.7 The following requirements apply to the Bid Award Criteria and Procedures for the Project:
 - 1.1.7.1 The bidding is open to all contractors meeting the requirements of RCW.
 - 1.1.7.2 The Contract will be awarded based on competitive bidding process detailed in these instructions and the Tulalip Code.
 - 1.1.7.3 Minimum TERO Participation Requirements for Employment:
 - 1.1.7.3.1 A minimum of fifteen percent (15%) of the entire project work force shall be "Preferred Employees" as defined in The Tulalip Code, Chapter 9.05 – TERO Code.
 - 1.1.7.3.2 The total number of "Preferred Employees" employed by the Bidder, and those employed by its subcontractors shall be used to determine if Bidder satisfies the minimum requirement.
 - 1.1.7.3.3 Bidders are encouraged to exceed the minimum requirement for employment.

- 1.1.7.4 Not Used.
- 1.1.7.5 Minimum TERO Participation Requirements in contracting with NAOB Subcontractors and Suppliers:
 - 1.1.7.5.1 Bidders are encouraged to contract with NAOB Subcontractors and Suppliers.
 - 1.1.7.5.2 Bidders shall list their NAOB Subcontractors and Suppliers on the Bid Form in Section IV B, pursuant to paragraph IB 3.5.6.
- 1.1.7.6 Bidder shall be considered nonresponsive if they do not meet the minimum requirements contained in this paragraph IB 1.1.7.

1.2 NOT USED.

1.3 GIVING NOTICE

- 1.3.1 Whenever any provision of the Contract Documents requires the giving of notice, such notice shall be deemed to have been validly given if delivered personally to the individual or to a member of the entity for whom the notice is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address of such individual or entity known to the giver of the notice.
 - 1.3.1.1 All notices provided to the Bidder from the Construction Manager shall be copied to the Engineer.
 - 1.3.1.2 All notices provided to the Bidder from the Engineer shall be copied to the Construction Manager.
 - 1.3.1.3 All notices provided to the Engineer from the Bidder shall be copied to the Construction Manager.
 - 1.3.1.4 All notices provided to the Construction Manager from the Bidder shall be copied to the Engineer.
- 1.3.2 When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first, and include the last, day of such period. If the last day of any such period falls on a Saturday, Sunday, or a legal holiday, such day will be omitted from the computation and such period shall be deemed to end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.
- 1.3.3 The effective date of any and all notices, regardless of the method of delivery, shall be the date of receipt.

1.4 USE OF FACSIMILE TRANSMISSION

- 1.4.1 Any notice required to be given by the Contract Documents may be given by facsimile transmission, provided the original signed notice is delivered pursuant to paragraph IB 1.3.1.
- 1.4.2 Notice of withdrawal of a bid may be given by facsimile transmission provided an original signed document is received within three (3) business days of the facsimile transmission.

ARTICLE 2 - BIDDING PROCEDURES

2.1 EXAMINATION OF CONTRACT DOCUMENTS AND PROJECT SITE

- 2.1.1 The Bidder shall examine all Contract Documents, including without limitation the Drawings and Specifications for all divisions of Work for the Project, noting particularly all requirements which will affect the Bidder's Work in any way. In addition, the Bidder must carefully examine all Contract Documents because laws and rules applicable to other Tribal projects are not necessarily applicable to this Project.
- 2.1.2 Failure of a Bidder to be acquainted with the extent and nature of Work required to complete any applicable portion of the Work, in conformity with all requirements of the Project as a whole wherever set forth in the Contract Documents, will not be considered as a basis for additional compensation.
- 2.1.3 The Bidder shall evaluate the Project site and related Project conditions where the Work will be performed, including without limitation the following:
 - 2.1.3.1 The condition, layout and nature of the Project site and surrounding area;
 - 2.1.3.2 The availability and cost of labor;
 - 2.1.3.3 The availability and cost of materials, supplies and equipment;
 - 2.1.3.4 The cost of temporary utilities required in the bid;
 - 2.1.3.5 The cost of any permit or license required by a local or regional authority having jurisdiction over the Project;
 - 2.1.3.6 The generally prevailing climatic conditions;
 - 2.1.3.7 Conditions bearing upon transportation, disposal, handling, and storage of materials.
- 2.1.4 Unless otherwise specified in the Contract Documents, borings, test excavations and other subsurface information, if any, are provided solely to share information available to the Tulalip Tribes of Washington and any use of, or reliance upon, such items by the Bidder is at the risk of the Bidder. The Bidder shall be afforded access to the Project site to obtain the Bidder's own borings, test excavations and other subsurface information upon request made to the Construction Manager not less than ten (10) days prior to the opening of the bids.

2.2 PRE-BID MEETING

- 2.2.1 No Pre-Bid meeting will be held.

2.3 INTERPRETATION

- 2.3.1 If the Bidder finds any perceived ambiguity, conflict, error, omission or discrepancy on or between any of the Contract Documents, including without limitation the Drawings and Specifications, or between any of the Contract Documents and any applicable provision of law, including without limitation, the current International Building Code, the Bidder shall submit a written request to the Engineer, through the Construction Manager, for an interpretation or clarification.
- 2.3.1.1 The Bidder shall be responsible for prompt delivery of such request.
- 2.3.1.2 In order to prevent an extension of the bid opening, the Bidder is encouraged to make all requests for interpretation or clarification a minimum of seven (7) days before the bid opening.
- 2.3.2 If the Engineer determines that an interpretation or clarification is warranted, the Engineer shall issue an Addendum and the Construction Manager shall provide a copy to each person of record holding Contract Documents in accordance with paragraph IB 1.3. Any Addendum shall be deemed to have been validly given if it is delivered via facsimile, issued and mailed, or otherwise furnished to each person of record holding the Contract Documents. If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.
- 2.3.3 Any interpretation or clarification of the Contract Documents made by any person other than the Engineer, or in any manner other than a written Addendum, shall not be binding and the Bidder shall not rely upon any such interpretation or clarification.
- 2.3.4 The Bidder shall not, at any time after the execution of the Contract, be compensated for a claim alleging insufficient data, incomplete, ambiguous, conflicting or erroneous Contract Documents, any discrepancy on or between Contract Documents, or incorrectly assumed conditions regarding the nature or character of the Work, if no request for interpretation or clarification regarding such matter was made by the Bidder prior to the bid opening.

2.4 STANDARDS

- 2.4.1 The articles, devices, materials, equipment, forms of construction, fixtures and other items named in the Specifications to denote kind quality or performance requirement shall be known as Standards and all bids shall be based upon those Standards.
- 2.4.2 Where two or more Standards are named, the Bidder may furnish any one of those Standards.

2.5 NOT USED.

2.6 BID FORM

- 2.6.1 Each bid shall be submitted on the Bid Form and sealed in an envelope clearly marked as containing a bid, indicating the Project name, the Contractor scope of work, and the date of the bid opening on the envelope.
- 2.6.1.1 Any change, alteration or addition in the wording of the Bid Form by a Bidder may cause the Bidder to be rejected as not responsible for award of a Contract.

- 2.6.1.2 Unless the Bidder withdraws the bid as provided in IB Article 4, the Bidder will be required to comply with all requirements of the Contract Documents, regardless of whether the Bidder had actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
- 2.6.2 The Bidder shall fill in all relevant blank spaces in the Bid Form in ink or by typewriting and not in pencil.
- 2.6.2.1 The Bidder shall show bid amounts for the Total Base Bid and any Alternate(s) in both words and figures. In the case of a conflict between the words and figures, the amount shown in words shall govern, where such words are not ambiguous. When the Bidder's intention and the meaning of the words are clear, omissions or misspellings of words will not render the words ambiguous.
- 2.6.2.2 Any alteration or erasure of items filled in on the Bid Form shall be initialed by the Bidder in ink.
- 2.6.3 When an Alternate is listed on the Bid Form, the Bidder shall fill in the applicable blank with an increased or decreased bid amount. The Tulalip Tribes of Washington reserves the right to accept or reject any or all bids on Alternates, in whole or in part, and in any order. Voluntary Alternates submitted by a Bidder are prohibited from becoming the basis of the Contract award.
- 2.6.3.1 If no change in the bid amount is required, indicate "No Change" or "\$0 dollars".
- 2.6.3.2 Failure to make an entry or an entry of "No Bid," "N/A," or similar entry for any Alternate by a Bidder may cause the Bidder to be rejected as nonresponsive only if that Alternate is selected.
- 2.6.3.3 If an Alternate is not selected, an entry by a Bidder as listed in paragraph IB 2.6.3.2 on that Alternate will not, by itself, render a Bidder nonresponsive.
- 2.6.3.4 In a combined bid, a blank entry or an entry of "No Bid," "N/A," or similar entry on an Alternate will cause the bid to be rejected as nonresponsive only if that Alternate applies to the combined bid and that Alternate is selected.
- 2.6.4 Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability company, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form on behalf of that member. All signatures must be original.
- 2.6.5 Subject to the provisions of this paragraph IB 2.6, the completed Bid Form of the Bidder with whom the Tulalip Tribes of Washington executes a Contract Form shall be incorporated into the Contract Form as if fully rewritten therein.

2.7 REQUIRED SUBMITTALS WITH BID FORM

- 2.7.1 A Bidder shall be rejected as nonresponsive if the Bidder fails to submit the following submittals with the Bid Form in a sealed envelope:
 - 2.7.1.1 If the Bid is restricted to certified Tulalip Tribal Member NAOBs or NAOBs, then Bidder shall submit evidence of certification from the Tulalip Tribes TERO office as being a certified NAOB for the identified NAOB category.
 - 2.7.1.2 A Bid Guaranty as provided in paragraph IB 6.1.
 - 2.7.1.3 A Power of Attorney of the agent signing for a Surety which is licensed in Washington, when a Bid Guaranty and Contract Bond is submitted.
 - 2.7.1.4 Native American Owned Business Written Confirmation Documentation for each Tulalip Tribal Member NAOB and NAOB firm listed on the Bidder's Bid Form.

2.8 UNIT PRICES

- 2.8.1 When Unit Prices are requested on the Bid Form, the scheduled quantities listed are to be considered as approximate and are to be used only for the comparison of bids for purposes of award of the Contract and to determine the maximum quantity to be provided without a Change Order. If Unit Prices are stated to be sought only for informational purposes, they shall not be used for comparison of bids.
- 2.8.2 Unless otherwise specified in the Contract Documents, the Unit Prices set forth shall include all materials, equipment, labor, delivery, installation, overhead, profit and any other cost or expense, in connection with or incidental to, the performance of that portion of the Work to which the Unit Prices apply. The Bidder shall submit Unit Prices for all items listed unless other instructions are stated on the Bid Form.
- 2.8.3 Where there is a conflict between a Unit Price and the extension thereof made by the Bidder, the Unit Price shall govern and a corrected extension of such Unit Price shall be made and such corrected extension shall be used for the comparison of the bids and to determine the maximum quantity to be provided without a Change Order.
- 2.8.4 The Bidder agrees that the Tulalip Tribes of Washington may increase, decrease or delete entirely the scheduled quantities of Work to be done and materials to be furnished after execution of the Contract Form.
- 2.8.5 Payments, except for lump sum items in Unit Price Contracts, will be made to the Contractor only for the actual quantities of Work performed or materials furnished in accordance with the Contract Documents.
- 2.8.6 If the cost of an item for which a Unit Price is stated in the Contract changes substantially so that application of the Unit Price to the quantities of Work proposed will create an undue hardship on the Tulalip Tribes of Washington or the Contractor, the applicable Unit Price may be equitably adjusted by Change Order.

2.9 CHANGE IN THE BID AMOUNT

- 2.9.1 Any change to a previously submitted bid shall be made in writing and must be received by the Tulalip Tribes of Washington before the time scheduled for the bid opening, as determined by the employee or agent of the Tulalip Tribes of Washington designated to open the bids.
- 2.9.2 Changes shall provide an amount to be added or subtracted from the bid amount, so that the final bid amount can be determined only after the sealed envelope is opened.
- 2.9.3 If the Bidder's written instruction reveals the bid amount in any way prior to the bid opening, the bid shall not be opened or considered for award of a Contract.

2.10 COPIES OF THE DRAWINGS AND SPECIFICATIONS

- 2.10.1 The Contractor shall maintain at the Project site the permits and one (1) complete set of Drawings and Specifications approved by the Tribes, city, local or state building department having lawful jurisdiction over the project.
- 2.10.2 Unless otherwise specified in the Contract Documents, the Engineer, through the Construction Manager, shall furnish to the Contractor, free of charge, four (4) sets of Drawings and Specifications if the Contract price is \$500,000 or less, and seven (7) sets of Drawings and Specifications if the Contract price is in excess of \$500,000.

ARTICLE 3 – BID OPENING AND CONSIDERATION OF BIDS

3.1 DELIVERY OF BIDS

- 3.1.1 It is the responsibility of the Bidder to submit the bid to the Tulalip Tribes of Washington at the designated location prior to the time scheduled for bid opening.
- 3.1.2 If the bid envelope is enclosed in another envelope for the purpose of delivery, the exterior envelope shall be clearly marked as containing a bid with the Project name, the scope of Work or Contract and the date of the bid opening shown on the envelope.
- 3.1.3 No bid shall be considered if it arrives after the time set for the bid opening as determined by the employee or agent of the Tulalip Tribes of Washington designated to open the bids.

3.2 BID OPENING

- 3.2.1 Sealed bids will be received at the office designated in the Notice to Bidders until the time stated when all bids will be opened, read aloud and the tabulation made public.
- 3.2.2 The public opening and reading of bids is for informational purposes only and is not to be construed as an acceptance or rejection of any bid submitted.
- 3.2.3 The contents of the bid envelope shall be a public record and open for inspection, upon request, at any time after the bid opening.

3.3 BID OPENING EXTENSION

- 3.3.1 If any Addendum is issued within 72 hours prior to the published time for the bid opening, excluding Saturdays, Sundays and legal holidays, the bid opening shall automatically be extended one (1) week, with no further advertising required.

3.4 BID EVALUATION CRITERIA

- 3.4.1 The Tulalip Tribes of Washington reserves the right to accept or reject any bid or bids and to award the Contract to any remaining Bidder the Tulalip Tribes of Washington determines to be the lowest responsive and responsible Bidder pursuant to paragraph IB 3.5.1 or the most responsive and responsible Bidder pursuant to paragraph IB 3.5.2 The Tulalip Tribes of Washington reserves the right to accept or reject any or all Alternates, in whole or in part, and the right to reject any Alternate or Alternates and to accept any remaining Alternate or Alternates. Alternates may be accepted or rejected in any order.
- 3.4.2 The Tulalip Tribes of Washington may reject the bid of any Bidder who has engaged in collusive bidding.
- 3.4.3 The Tulalip Tribes of Washington reserves the right to waive, or to allow any Bidder a reasonable opportunity to cure, a minor irregularity or technical deficiency in a bid, provided the irregularity or deficiency does not affect the bid amount or otherwise give the Bidder a competitive advantage. Noncompliance with any requirement of the Contract Documents may cause a Bidder to be rejected.
- 3.4.4 The Tulalip Tribes of Washington may reject all bids for one or more bid packages, prior to, during or after evaluation of Bidders pursuant to paragraph IB 3.5.8, and may advertise for other bids, using the original estimate or an amended estimate, for such time, in such form and in such newspapers as the Tulalip Tribes of Washington may determine.

3.5 BID EVALUATION PROCEDURE

- 3.5.1 The Contract will be awarded to the lowest responsive and responsible Bidder as determined in the discretion of the Tulalip Tribes of Washington, unless Bidders are advised during the bidding process award will be made pursuant to paragraph IB 3.5.2, or all bids will be rejected in accordance with applicable Tribal Ordinances or Codes.
- 3.5.1.1 In determining which Bidder is lowest responsive and responsible, the Tulalip Tribes of Washington shall consider the Base Bid, the bids for any Alternate or Alternates and the bids for any Unit Price or Unit Prices which the Tulalip Tribes of Washington determines to accept.
- 3.5.1.2 If the Request for Bid Proposal is not restricted to certified NAOB firms preference in the Bid Award will be given to the certified NAOB firm with the lowest responsive bid if that bid is within budgetary limits established for the project or activity for which the bids are being taken and no more than "X" higher than the bid prices of the lowest responsive bid from any certified non-NAOB bidder as set forth in The Tulalip Code, Chapter 9.05 – TERO Code paragraph 9.05.340 (3).
- 3.5.1.3 The total of the bids for accepted Alternate(s) and Unit Price(s) will be added to the Base Bid for the purpose of determining the lowest Bidder.

- 3.5.1.4 If two or more Bidders submit the same bid amount and are determined to be responsive and responsible, the Tulalip Tribes of Washington reserves the right to select one Bidder in the following manner:
 - 3.5.1.4.1 If the Request for Bid Proposal is restricted to NAOB Firms and a majority of the funds used to pay the contract or subcontract are derived from Tulalip tribal resources preference shall be given to the certified Tulalip Tribal Member NAOB Firms; otherwise, selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.
 - 3.5.1.4.2 If the Request for Bid Proposal is restricted to Tulalip Tribal Member Owned NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.
 - 3.5.1.4.3 If the Request for Bid Proposal is not restricted to NAOB Firms selection shall be by lot in the presence of all such Bidders in such a manner as the Construction Manager shall determine and such selection shall be final.
- 3.5.2 When listing “Preferred Employees” related to Section I – KEY EMPLOYEES OF BIDDER shall only list KEY “Preferred Employees” committed to be employed by Bidder in the performance of Bidder’s self-performed scope of work.
 - 3.5.2.1 Key Employees are employees who are in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer.
 - 3.5.2.2 To be eligible for the award of points under this section Preferred Key Employees of Bidder shall be employed by the Bidder on the Project for 100% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 3.5.3 When listing “Preferred Employees” related to Section II – PREFERRED EMPLOYEES Bidder shall only list the number of “Preferred Employees” by each trade committed to be employed by Bidder in the performance of Bidder’s self-performed scope of work.
 - 3.5.3.1 To be eligible for the award of points under this section Preferred Employees shall be employed by the Bidder on the Project for a minimum of 80% of the time the Bidder has crews on site performing work. Company owners are not eligible for the award of points under this section.
- 3.5.4 Bidder shall not list the name of a “Preferred Employee” in more than one section. Should a “Preferred Employee” be listed in more than one section (i.e., Section I or II) the so named “Preferred Employee” will only be considered under Section I – KEY EMPLOYEES as a basis for award of points.

- 3.5.5 When listing lower tiered subcontractors and or suppliers related to Section IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) Bidder shall identify the type of enterprise or organization Bidder intends to contract with in the columns titled “Type of Lower-Tier”. If Bidder intends to subcontract a certain portion of the work with a certified NAOB subcontractor, Bidder shall so designate by placing an “X” in the column titled “SUB” (abbreviated for subcontractor). If Bidder intends to purchase a certain portion of the work through a certified NAOB material supplier, Bidder shall so designate by placing an “X” in the column titled “SUP” (abbreviated for supplier). Bidder shall be awarded 100% of the value of the work subcontracted with a certified NAOB and ten-percent (10%) of the value of the work purchased through a certified NAOB material supplier in the determination of awarded points related to Section IV.
- 3.5.5.1 It is the expressed intent of paragraph IB 3.5.6 to encourage Bidders to contract with certified NAOB Firms in which the Bidder and enterprise or organization have no proprietary relationship (“Unrelated NAOB”). Points will only be awarded for contracting with Unrelated NAOB Firms.
- 3.5.5.2 In determining the award of points under paragraph IB 3.5.6, Lower tiered NAOB Firms shall have no proprietary relationship with other lower tiered NAOB Firms.
- 3.5.5.3 In determining the award of points under paragraph IB 3.5.6, equipment (unoperated) and tool rentals shall be considered as a supplier. Trucking (Dump, Low-boy, Long haul, etc.) and Operated Equipment Rental shall be considered as a subcontractor.
- 3.5.5.4 When Section IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S) is further defined by paragraph IB 1.1.7, which may include minimum requirements for contracting with Tulalip Tribal Member NAOB firms and NAOB firms, the provisions of paragraph IB 3.5.6 shall be applied to Tulalip Tribal Member NAOB and NAOB categories as defined by The Tulalip Code, Chapter 9.05 – TERO Code.
- 3.5.6 In determining whether a Bidder is responsible, factors to be considered include, without limitation:
- 3.5.6.1 Whether the Bidder’s bid responds to the Contract Documents in all material respects and contains no irregularities or deviations from the Contract Documents which would affect the amount of the bid or otherwise give the Bidder a competitive advantage.
- 3.5.6.2 Preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting;
- 3.5.6.3 Preferences required by Tribal Ordinances, Codes, or Laws;
- 3.5.6.4 The experience of the Bidder;
- 3.5.6.5 The financial condition of the Bidder;
- 3.5.6.6 The conduct and performance of the Bidder on previous contracts;
- 3.5.6.7 The facilities of the Bidder;
- 3.5.6.8 The management skills of the Bidder;

- 3.5.6.9 The ability of the Bidder to execute the Contract properly;
- 3.5.6.10 The evaluation of a bid below the median of other bids pursuant to paragraph IB 5.2.
- 3.5.6.11 Bidder's commitment to Safety and worker training.
- 3.5.7 The Construction Manager may obtain from the lowest or most responsive and responsible Bidder, as applicable, and such other Bidders as the Construction Manager determines to be appropriate any information appropriate to the consideration of factors showing responsibility, including without limitation the following:
 - 3.5.7.1 The two most responsive and responsible bidders will be requested to submit further documentation for both TERO Preferred Employment and the Tulalip Tribal Member NAOB and NAOB Subcontractor and Suppliers utilization commitments listed on the Bidder's Bid Form.
 - 3.5.7.1.1 Supplemental Documentation to be submitted to for each TERO Preferred Employee listed on the Bid Proposal Forms includes, but is not limited to:
 - 3.5.7.1.1.1 Proof of Enrollment issued by a Federally Recognized Indian Tribe or Alaska Native Corporation; or
 - 3.5.7.1.1.2 A signed letter issued by the Tulalip TERO Office certifying that the listed individuals are Preferred Employees.
 - 3.5.7.1.1.3 Bidders shall provide a project staffing plan or a manpowered loaded schedule for the project identifying when the Preferred Employees will be employed on the project and the duration thereof.
 - 3.5.7.1.2 Additional information to be submitted to for each NAOB listed on the Bid Form includes, but is not limited to:
 - 3.5.7.1.2.1 Correct business name, federal employee identification number (if available), and mailing address.
 - 3.5.7.1.2.2 List of all bid items assigned to each successful Tulalip Tribal Member NAOB or NAOB firm, including unit prices and extensions (if applicable).
 - 3.5.7.1.2.3 Description of partial items (if any) to be sublet to each successful Tulalip Tribal Member NAOB or NAOB firm specifying the distinct elements of work to be performed by the Tulalip Tribal Member NAOB or NAOB firm and including the dollar value of the Tulalip Tribal Member NAOB or NAOB firm's portion.
 - 3.5.7.1.2.4 Submit evidence of certification for the Tulalip Tribal Member NAOB or NAOB.

- 3.5.7.1.3 Total amounts shown for each Tulalip Tribal Member NAOB or NAOB firm shall not be less than the amount shown on the Bid Form. This submittal, showing the Tulalip Tribal Member NAOB or NAOB firm work item breakdown, when accepted by the Contracting Agency and resulting in contract execution, shall become a part of the contract. A breakdown that does not conform to the Tulalip Tribal Member NAOB or NAOB utilization certified on the Bid Form or that demonstrates a lesser amount of Tulalip Tribal Member NAOB or NAOB participation than that included on the Bid Form will be returned for correction. The contract will not be executed by the Contracting Agency until a satisfactory breakdown has been submitted.
- 3.5.7.2 Overall experience of the Bidder, including number of years in business under present and former business names;
- 3.5.7.3 Complete listing of all ongoing and completed public and private construction projects of the Bidder in the last three years, including the nature and value of each contract and a name/address/phone number for each owner;
- 3.5.7.4 Complete listing of any public or private construction projects for which the Bidder has been declared in default; also, any EPA, OSHA, WISHA or other regulating entity issues or citations in the last ten (10) years;
- 3.5.7.5 Certified financial statement and bank references;
- 3.5.7.6 Description of relevant facilities of the Bidder;
- 3.5.7.7 Description of the management experience of the Bidder's project manager(s) and superintendent(s);
- 3.5.7.8 Complete list of subcontractors which the Bidder proposes to employ on the Project;
- 3.5.7.9 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers' compensation coverage;
- 3.5.7.10 Worker's Compensation Rating for current and previous 5 years; and
- 3.5.7.11 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract.
- 3.5.8 Each such Bidder's information shall be considered separately and not comparatively. If the lowest or most responsive Bidder, as applicable, is responsible, the Contract shall be awarded to such Bidder or all bids are rejected.
- 3.5.9 If the lowest or most responsive Bidder, as applicable, is not responsible, and all bids are not rejected, the Tulalip Tribes of Washington shall follow the procedure set forth in paragraph IB 3.5.8 with each next lowest or most responsive Bidder, as

applicable, until the Contract is awarded, all bids are rejected or all Bidders are determined to be not responsible unless award of the Contract was based upon a “Weight of Award” points system as defined in paragraph 3.5.2.

3.6 REJECTION OF BID BY THE TULALIP TRIBES OF WASHINGTON

- 3.6.1 If the lowest or most responsive Bidder, as applicable, is not responsible, the Tulalip Tribes of Washington shall reject such Bidder and notify the Bidder in writing by certified mail of the finding and the reasons for the finding.
- 3.6.2 A Bidder who is notified in accordance with paragraph IB 3.6.1 may object to such Bidder’s rejection by filing a written protest which must be received by the Tulalip Tribes of Washington, through the Construction Manager, within five (5) days of the notification provided pursuant to paragraph IB 3.6.1.
- 3.6.3 Upon receipt of a timely protest, representatives of the Tulalip Tribes of Washington shall meet with the protesting Bidder to hear the Bidder’s objections.
 - 3.6.3.1 No award of the Contract shall become final until after the representatives of the Tulalip Tribes of Washington have met with all Bidders who have timely filed protests and the award of the Contract is affirmed by the Tulalip Tribes of Washington.
 - 3.6.3.2 If all protests are rejected in the Tulalip Tribes of Washington’s discretion the award of the Contract shall be affirmed by the Tulalip Tribes of Washington or all bids shall be rejected.

3.7 NOTICE OF INTENT TO AWARD

- 3.7.1 The Tulalip Tribes of Washington shall notify the apparent successful Bidder that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Bidder will be awarded the Contract.
- 3.7.2 The Tulalip Tribes of Washington reserves the right to rescind any Notice of Intent to Award if the Tulalip Tribes of Washington determines the Notice of Intent to Award was issued in error.

ARTICLE 4 – WITHDRAWAL OF BID

4.1 WITHDRAWAL PRIOR TO BID OPENING

- 4.1.1 A Bidder may withdraw a bid after the bid has been received by the Tulalip Tribes of Washington, provided the Bidder makes a request in writing and the request is received by the Tulalip Tribes of Washington prior to the time of the bid opening, as determined by the employee or agent of the Tulalip Tribes of Washington designated to open bids.

4.2 WITHDRAWAL AFTER BID OPENING

- 4.2.1 All bids shall remain valid and open for acceptance for a period of, at least, 60 days after the bid opening; provided, however, that within two (2) business days after the bid opening, a Bidder may withdraw a bid from consideration if the bid amount was substantially lower than the amounts of other bids, provided the bid was submitted in good faith, and the reason for the bid amount being substantially lower was a clerical mistake, as opposed to a judgment mistake, and was actually due to an unintentional and substantial arithmetic error or an unintentional

omission of a substantial quantity of Work, labor or material made directly in the compilation of the bid amount.

4.2.1.1 Notice of a request to withdraw a bid must be made in writing filed with the Tulalip Tribes of Washington, through the Construction Manager, within two (2) business days after the bid opening.

4.2.1.2 No bid may be withdrawn under paragraph IB 4.2.1 when the result would be the awarding of the Contract on another bid to the same Bidder.

4.2.2 If a bid is withdrawn under paragraph IB 4.2.1, the Tulalip Tribes of Washington may award the Contract to another Bidder the Tulalip Tribes of Washington determines to be the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and advertise for other bids. If the Tulalip Tribes of Washington advertises for other bids, the withdrawing Bidder shall pay the costs, in connection with the rebidding, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, if the Tulalip Tribes of Washington finds that such costs would not have been incurred but for such withdrawal.

4.2.3 A Bidder may withdraw the Bidder's bid at any time after the period described in paragraph IB 4.2.1 by written notice to the Tulalip Tribes of Washington.

4.3 REFUSAL BY TULALIP TRIBES OF WASHINGTON TO ACCEPT WITHDRAWAL

4.3.1 If the Tulalip Tribes of Washington intends to contest the right of a Bidder to withdraw a bid pursuant to paragraph IB 4.2.1, a hearing shall be held by one or more representatives of the Tulalip Tribes of Washington within ten (10) days after the bid opening and an order shall be issued by the Tulalip Tribes of Washington allowing or denying the claim of such right within five (5) days after such hearing is concluded. The Tulalip Tribes of Washington, through the Construction Manager, shall give the withdrawing Bidder timely notice of the time and place of any such hearing.

4.3.1.1 The Tulalip Tribes of Washington shall make a stenographic record of all testimony, other evidence, and rulings on the admissibility of evidence presented at the hearing. The Bidder shall pay the costs of the hearing.

4.4 REFUSAL BY BIDDER TO PERFORM

4.4.1 If the Tulalip Tribes of Washington denies the claim for withdrawal and the Bidder elects to appeal or otherwise refuses to perform the Contract, the Tulalip Tribes of Washington may reject all bids or award the Contract to the next lowest or most responsive and responsible Bidder, as applicable.

4.5 EFFECT OF WITHDRAWAL

4.5.1 No Bidder who is permitted, pursuant to paragraph IB 4.2.1, to withdraw a bid, shall for compensation supply any material or labor to, or perform any subcontract or other work agreement for, the person to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the Project for which the withdrawn bid was submitted, without the written approval of the Tulalip Tribes of Washington.

4.5.2 The person to whom the Contract is awarded and the withdrawing Bidder shall be jointly liable to the Tulalip Tribes of Washington in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval.

ARTICLE 5 – BID ESTIMATE

5.1 BID TOTALS

5.1.1 No Contract shall be entered into if the price of the Contract, or if the Project involves multiple Contracts where the total price of all Contracts for the Project, is in excess of ten (10) percent above the entire estimate.

5.2 SUBSTANTIALLY LOW BID

5.2.1 No Bidder shall be responsible if the Bidder's bid is more than twenty (20) percent below the median of all higher bids received for a Contract where the estimate is \$100,000 or more, and no Bidder shall be responsible if the Bidder's bid is more than twenty-five (25) percent below the median of all higher bids received for a Contract where the estimate is less than \$100,000, unless the following procedures are followed.

5.2.1.1 The Construction Manager and the Engineer conduct an interview with the Bidder to determine what, if anything, has been overlooked in the bid, and to analyze the process planned by the Bidder to complete the Work. The Construction Manager and the Engineer shall submit a written summary of the interview to the Tulalip Tribes of Washington.

5.2.1.2 The Tulalip Tribes of Washington reviews and approves the Bidder's responsibility pursuant to paragraph IB 3.5.8.

5.2.1.3 The Construction Manager notifies the Bidder's Surety, if applicable, in writing that the Bidder with whom the Tulalip Tribes of Washington intends to enter a Contract submitted a bid determined to be substantially lower than the median of all higher bids.

ARTICLE 6 – BID GUARANTY AND CONTRACT BOND

6.1 BID GUARANTY

6.1.1 The Bidder must file with the bid a Bid Guaranty, payable to the Tulalip Tribes of Washington, in the form of either:

6.1.1.1 The signed Bid Guaranty and Contract Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or

6.1.1.2 The signed Bid Proposal Bond contained in the Contract Documents for the amount of the Base Bid plus add Alternates; or

6.1.1.3 A cashier's check in the amount of five (5) percent of the Base Bid plus add Alternates.

6.1.1.4 If Bidder elects to file with the bid a Bid Guaranty under paragraph IB 6.1.1.3 Bidder shall also file with the bid a signed Statement of Intended Surety contained in the Contract Documents.

6.1.2 The Bid Guaranty shall be in form and substance satisfactory to the Tulalip Tribes of Washington and shall serve as an assurance that the Bidder will, upon acceptance of the bid, comply with all conditions precedent for execution of the Contract Form, within the time specified in the Contract Documents. Any Bid Guaranty must be payable to the Tulalip Tribes of Washington.

- 6.1.3 If the blank line on the Bid Guaranty and Contract Bond or Bid Proposal Bond is not filled in, the penal sum will automatically be the full amount of the Base Bid plus add Alternates. If the blank line is filled in, the amount must not be less than the full amount of the Base Bid plus add Alternates, stated in dollars and cents. A percentage is not acceptable.
- 6.1.4 The Bid Guaranty and Contract Bond or Bid Proposal Bond must be signed by an authorized agent, with Power of Attorney, from the Surety. The Bid Guaranty and Contract Bond or Bid Proposal Bond must be issued by a Surety licensed to transact business in the State of Washington.
- 6.1.5 Bid Guaranties will be returned to all unsuccessful Bidders 90 days after the bid opening. If used, the cashier's check will be returned to the successful Bidder upon compliance with all conditions precedent for execution of the Contract Form.

6.2 FORFEITURE

- 6.2.1 If for any reason, other than as authorized by paragraph IB 4.2.1 or paragraph IB 6.3, the Bidder fails to execute the Contract Form, and the Tulalip Tribes of Washington awards the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, the Bidder who failed to enter into a Contract shall be liable to the Tulalip Tribes of Washington for the difference between such Bidder's bid and the bid of the next lowest or most responsive Bidder, as applicable, or for a penal sum not to exceed five (5) percent of the bid amount, whichever is less.
- 6.2.2 If the Tulalip Tribes of Washington then awards a Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, and such Bidder also fails or refuses to execute the Contract Form, the liability of such lowest or most responsive and responsible Bidder, as applicable, shall, except as provided in paragraph IB 6.3, be the amount of the difference between the bid amounts of such lowest or most responsible Bidder, as applicable, and another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, but not in excess of the liability specified in paragraph IB 6.2.1. Liability on account of an award to each succeeding lowest or most responsive and responsible Bidder, as applicable, shall be determined in like manner.
- 6.2.3 If the Tulalip Tribes of Washington does not award the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, but resubmits the Project for bidding, the Bidder failing to execute the Contract Form shall, except as provided in paragraph IB 6.3, be liable to the Tulalip Tribes of Washington for a penal sum not to exceed five (5) percent of such Bidder's bid amount or the costs in connection with the resubmission, of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders, whichever is less.

6.3 EXCEPTION TO FORFEITURE

- 6.3.1 A Bidder for a Contract costing less than \$500,000 may withdraw a bid from consideration if the Bidder's bid for some other Contract costing less than \$500,000 has already been accepted, if the Bidder certifies in good faith that the

total price of all such Bidder's current contracts is less than \$500,000, and if the Bidder's Surety, if applicable, certifies in good faith that the Bidder is unable to perform the subsequent contract because to perform such Contract would exceed the Bidder's bonding capacity.

- 6.3.2 If a bid is withdrawn pursuant to paragraph IB 6.3.1, the Tulalip Tribes of Washington may award the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, or reject all bids and resubmit the Project for bidding, and neither the withdrawing Bidder nor such Bidder's Surety, as applicable, shall be liable for the difference between the Bidder's bid and that of another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder, as applicable, for a penal sum, or for the costs of printing new Contract Documents, required advertising and printing and mailing notices to prospective Bidders.

6.4 CONTRACT BOND

- 6.4.1 If the Bidder executes the Contract Form, the Bidder shall, at the same time, provide a Bond meeting the requirements of the Contract Documents, unless the Bidder provided an acceptable Bid Guaranty and Contract Bond at the time of the bid opening. A "A- VII" or better Best Rated Surety Company shall issue the required bond.
- 6.4.2 The Bond shall be in the full amount of the Contract to indemnify the Tulalip Tribes of Washington against all direct and consequential damages suffered by failure of the Contractor to perform according to the provisions of the Contract and in accordance with the plans, details, specifications and bills of material therefore and to pay all lawful claims of Subcontractors, Material Suppliers, and laborers for labor performed or materials furnished in carrying forward, performing or completing the Contract.
- 6.4.3 The Bond shall be supported by a Power of Attorney of the agent signing for a Surety. The Bond shall be supported by a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington.

6.5 NOT USED

ARTICLE 7 – CONTRACT AWARD AND EXECUTION

7.1 NONCOMPLIANCE WITH CONDITIONS PRECEDENT

- 7.1.1 The award of the Contract and the execution of the Contract Form are based upon the expectation that the lowest or most responsive and responsible Bidder, as applicable, will comply with all conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award.
- 7.1.1.1 Noncompliance with the conditions precedent for execution of the Contract Form within ten (10) days of the date of the Notice of Intent to Award shall be cause for the Tulalip Tribes of Washington to cancel the Notice of Intent to Award for the Bidder's lack of responsibility and award the Contract to another Bidder which the Tulalip Tribes of Washington determines is the next lowest or most responsive and responsible Bidder,

as applicable, or resubmit the Contract for bidding, at the discretion of the Tulalip Tribes of Washington.

- 7.1.1.2 The Tulalip Tribes of Washington may extend the time for submitting the conditions precedent for execution of the Contract Form for good cause shown. No extension shall operate as a waiver of the conditions precedent for execution of the Contract Form.

7.2 TIME LIMITS

- 7.2.1 The failure to award the Contract and to execute the Contract Form within 60 days of the bid opening invalidates the entire bid process and all bids submitted, unless the time is extended by written consent of the Bidder whose bid is accepted by the Tulalip Tribes of Washington and with respect to whom the Tulalip Tribes of Washington awards and executes a Contract.
 - 7.2.1.1 If the Contract is awarded and the Contract Form is executed within 60 days of the bid opening, any increases in material, labor and subcontract costs shall be borne by the Bidder without alteration of the amount of the bid.
 - 7.2.1.2 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Tulalip Tribes of Washington is solely responsible, the Contractor shall be entitled to a Change Order authorizing payment of verifiable increased costs in materials, labor or subcontracts.
 - 7.2.1.3 If the cause of the failure to execute the Contract within 60 days of the bid opening is due to matters for which the Contractor is responsible, no request for increased costs will be granted.

7.3 CONDITIONS PRECEDENT FOR EXECUTION OF CONTRACT FORM

- 7.3.1 Bond, if required. To support the Bond, a current and signed Certificate of Compliance or Certificate of Authority showing the Surety is licensed to do business in Washington;
- 7.3.2 Current Washington Workers' Compensation Certificate or other similar type documentation supporting workers' compensation coverage;
- 7.3.3 Certificate of Insurance (ISO general liability form CG 2010 11/85 edition or equivalent form is acceptable) and copy of additional insured endorsement. The certificate shall clearly state The Tulalip Tribes of Washington, and the State of Washington are named as "Additional Insureds" to the General Liability, Automobile Liability, and Excess Liability Policies. Workers Compensation coverage includes a waiver of subrogation against the Tulalip Tribes of Washington. The wording "endeavor to" and "but failure to" under CANCELLATION shall be stricken from the certificate. The Tulalip Tribes of Washington reserves the right to request a certified copy of the Contractor's insurance policies meeting the requirements of GC Article 12;
- 7.3.4 If the Bidder is a foreign corporation, i.e., not incorporated under the laws of Washington, a Certificate of Good Standing from the Secretary of State showing the right of the Bidder to do business in the State; or, if the Bidder is a person or partnership, the Bidder has filed with the Secretary of State a Power of Attorney

designating the Secretary of State as the Bidder's agent for the purpose of accepting service of summons in any action brought under this Contract;

7.3.5 Contractor signed Contract Form;

7.3.6 Completed and approved TERO Contracting and Subcontracting Compliance plan;

7.3.7 Current Tulalip Tribes Business License; and

7.3.8 Completed and signed Confidentiality Agreement.

7.4 NOTICE TO PROCEED AND SUBMITTALS

7.4.1 The Tulalip Tribes of Washington shall issue to the Contractor a Notice to Proceed, which shall establish the date for Contract Completion. The Contractor shall, within ten (10) calendar days of the date of the Notice to Proceed, furnish the Construction Manager with the following submittals:

7.4.1.1 Contract Cost Breakdown;

7.4.1.2 Preliminary schedule of Shop Drawings and Submittals;

7.4.1.3 Outline of qualifications of the proposed superintendent; and

7.4.1.4 Acknowledgement by a TERO Representative the Project related TERO fee has been paid or an agreement has been reached to pay the fee in installments over the course of the Contract.

ARTICLE 8 – APPLICABLE LAW AND FORUM

8.1 FORUM FOR EQUITABLE RELIEF

8.1.1 The Tribal Court of the Tulalip Tribes of Washington shall have exclusive jurisdiction over any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. Any such action or proceeding arising out of or related in any way to the Contract or performance thereunder shall be brought only in the Tribal Court of the Tulalip Tribes of Washington and the Contractor irrevocably consents to such jurisdiction and venue. The Contract shall be governed by the law of the State of Washington.

8.2 FORUM FOR MONEY DAMAGES

8.2.1 The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding for any injunction or declaratory judgment concerning any agreement or performance under the Contract Documents or in connection with the Project. The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive jurisdiction for any action or proceeding by the Contractor or the Contractor's Surety, if applicable, for any money damages concerning any agreement or performance under the Contract Documents or in connection with the Project.

The Tulalip Tribes of Washington

BID PROPOSAL FORM

Project Name: Tulalip Bay Water System Improvements – Phase 1 Date of Bid: _____

Location of Project: 78th Place NW, 79th Street NW, 77th Street NW, 76th Street NW,
46th Avenue NW, 47th Avenue NW, 45th Drive NW, and Hermosa Beach
Road,
Tulalip, WA 98271

COMPANY NAME OF BIDDER: _____

CERTIFIED NATIVE AMERICAN OWNED BUSINESS:

YES _____ If Yes, Percentage (%) of Indian Ownership: _____ **NO** _____

Having read and examined the Contract Documents, including without limitation the Drawings and Specifications, prepared by the Engineer and the Tulalip Tribes of Washington for the above-referenced Project, and the following Addenda:

ADDENDA ACKNOWLEDGED (Enter Addenda Number and Date of Addenda below):

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

The undersigned Bidder proposes to perform all Work for the applicable Contract, in accordance with the Contract Documents, for the following sums:

Tulalip Tribes Project No.: 2024-002 Tulalip Bay Water System Improvements – Phase 1

Refer to Division 0, TERO Code, and Special Provisions, Section 1-07.2 State Taxes, for application of TERO and Taxes.

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BID SCHEDULE

TULALIP TRIBES

TULALIP BAY WATER SYSTEM IMPROVEMENTS – PHASE 1 SCHEDULE OF PRICES

(Work Within Tribal Reservation Boundary
Washington State Sales Tax Does Not Apply)

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
1	MINOR CHANGE	FA	1	\$ 50,000.00	\$ 50,000.00
2	UTILITY SURVEYING	LS	1	\$	\$
3	RECORD DRAWINGS (MINIMUM BID \$2,000)	LS	1	\$	\$
4	SPCC PLAN	LS	1	\$	\$
5	SUSPENSION OF WORK	DAY	3		
6	MOBILIZATION	LS	1	\$	\$
7	PROJECT TEMPORARY TRAFFIC CONTROL	LS	1	\$	\$
8	CLEARING AND GRUBBING	LS	1	\$	\$
9	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	\$	\$
10	POTHOLE EXISTING UTILITY	EACH	25	\$	\$
11	LOCATE EXISTING WATERLINE	LS	1	\$	\$
12	REMOVING ASPHALT CONC. PAVEMENT	SY	900	\$	\$
13	REMOVING CEMENT CONC. PAVEMENT	SY	20	\$	\$
14	REMOVE/ABANDON WATER SYSTEM	LS	1	\$	\$
15	UNSUITABLE FOUNDATION EXCAVATION INCL. HAUL	CY	300	\$	\$
16	DEWATERING	LS	1	\$	\$
17	RESOLUTION OF UTILITY CONFLICTS	FA	1	\$ 50,000.00	\$ 50,000.00
18	CRUSHED SURFACING TOP COURSE	TON	40	\$	\$
19	CRUSHED SURFACING BASE COURSE	TON	280	\$	\$
20	HMA CL. 1/2 IN. PG 58H-22	TON	310	\$	\$
21	CEMENT CONC. PAVEMENT	CY	10	\$	\$
22	SHORING OR EXTRA EXCAVATION CLASS B	LS	1	\$	\$
23	PVC C900 PIPE FOR WATER MAIN 4 IN. DIAM.	LF	40	\$	\$
24	PVC C900 PIPE FOR WATER MAIN 6 IN. DIAM.	LF	1,975	\$	\$
25	PVC C900 PIPE FOR WATER MAIN 8 IN. DIAM.	LF	40	\$	\$
26	CONNECTION TO EXISTING MAIN	EACH	7	\$	\$
27	GATE VALVE 6 IN.	EACH	13	\$	\$

ITEM NO.	ITEM DESCRIPTION	UNIT	APPROX. QTY.	UNIT PRICE DOLLAR CENTS	AMOUNT DOLLAR CENTS
28	GATE VALVE 8 IN.	EACH	3	\$	\$
29	COMB. AIR RELEASE / AIR VACUUM VALVE ASSEMBLY 2 IN. (WATER)	EACH	1	\$	\$
30	2 IN. BLOWOFF ASSEMBLY	EACH	2	\$	\$
31	HYDRANT ASSEMBLY	EACH	2	\$	\$
32	REMOVE HYDRANT ASSEMBLY	EACH	1	\$	\$
33	SERVICE CONNECTION 1 IN. DIAM. NEAR SIDE COMPLETE	EACH	19	\$	\$
34	SERVICE CONNECTION 1 IN. DIAM. FAR SIDE COMPLETE	EACH	26	\$	\$
35	NEW WATER METER AND PRV	EACH	78	\$	\$
36	SERVICE LINE RESTORATION	LF	1,600	\$	\$
37	EROSION CONTROL AND WATER POLLUTION PREVENTION	LS	1	\$	\$
38	ROADSIDE RESTORATION	LS	1	\$	\$
39	PAVEMENT MARKING RESTORATION	LS	1	\$	\$
Subtotal:				\$	
TERO (1.75%):				\$	
TOTAL (Including TERO):				\$	

TRENCH EXCAVATION SAFETY PROVISIONS: If contracted work contains any work that requires trenching exceeding a depth of four (4) feet, all costs for trench safety shall be included in the Base Bid amount for adequate trench safety systems in compliance with Chapter 39.04 RCW and WAC 296-155-650. The purpose of this provision is to ensure that the bidder agrees to comply with all the relevant trench safety requirements of Chapter 49.17 RCW. This bid amount shall be considered as part of the total Base Bid amount set forth above.

The following items shall also be considered in the review and award of this Contact. Bidder shall complete each section as applicable. By submission of this bid proposal, Bidder acknowledges their commitment to employ and or contract work to the parties identified below during the performance of Bidder’s awarded Work.

SECTION I – KEY EMPLOYEES OF BIDDER (if required, attach additional sheets if needed)

NAME	POSITION	PREFERRED EMPLOYEE	
		Yes	No
1.	1.		
2.	2.		
3.	3.		
4.	4.		
5.	5.		

SECTION II – PREFERRED “TRADE” EMPLOYEES (if required, attach additional sheets if needed)

NUMBER OF PREFERRED “TRADE” EMPLOYEES	NUMBER OF PREFERRED “TRADE” EMPLOYEES
1.	2.
3.	4.
5.	6.
7.	8.
9.	10.

SECTION III – PEAK WORK FORCE OF ALL EMPLOYEES ANTICIPATED TO BE EMPLOYED BY BIDDER AT THE PROJECT SITE IN THE PERFORMANCE OF THE WORK:

(Insert Number of Employees)

SECTION IV – LIST OF LOWER TIERED SUBCONTRACTOR(S) AND OR SUPPLIER(S)
 (Total of Sections IV.A and IV.B)

SECTION IV A – LIST OF TULALIP TRIBAL MEMBER NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed)

NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	TYPE OF LOWER-TIER		TULALIP NAOB	
			SUB	SUP	Yes	No
1.	1.	\$				
2.	2.	\$				
3.	3.	\$				
4.	4.	\$				
5.	5.	\$				
6.	6.	\$				
7.	7.	\$				
8.	8.	\$				
9.	9.	\$				
10.	10.	\$				

SECTION IV B – LIST OF NAOB SUBCONTRACTOR(S) AND OR SUPPLIER(S) (if required, attach additional sheets if needed)

NAME OF SUBCONTRACTOR (SUB) OR SUPPLIER (SUP)	TYPE OF WORK TO BE AWARDED	DOLLAR VALUE OF WORK	TYPE OF LOWER-TIER		NAOB	
			SUB	SUP	Yes	No
1.	1.	\$				
2.	2.	\$				
3.	3.	\$				
4.	4.	\$				
5.	5.	\$				
6.	6.	\$				
7.	7.	\$				
8.	8.	\$				
9.	9.	\$				
10.	10.	\$				

Should Contractor fail to comply, to the fullest extent possible, with provisions for employment and or contracting as defined in The Tulalip Code, Chapter 9.05 – TERO Code, Contractor may be found to be in breach of Contract. If it is determined that a breach has occurred, Contractor acknowledges that said breach will be grounds to terminate Contractor’s Contract agreement without claim against The Tulalip Tribes of Washington or the Project for any additional compensation and or consideration.

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The Tulalip Tribes of Washington

BIDDER'S CERTIFICATION

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The Bidder has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
2. The Bidder represents that the bid is based upon the Standards specified by the Contract Documents.
3. The Bidder acknowledges that all Work shall be completed within the time established in the Contract Documents, and that each applicable portion of the Work shall be completed upon the respective milestone completion dates, unless an extension of time is granted in accordance with the Contract Documents. The Bidder understands that the award of separate contracts for the Project will require sequential, coordinated and interrelated operations which may involve interference, disruption, hindrance or delay in the progress of the Bidder's Work. The Bidder agrees that the Contract price, as amended from time to time by Change Order, shall cover all amounts due from the Tulalip Tribes of Washington resulting from interference, disruption, hindrance or delay caused by or between Contractors or their agents and employees.
4. The Bidder has visited the Project site, become familiar with local conditions and has correlated personal observations with the requirements of the Contract Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the Contract Documents.
5. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting.
6. The Bidder agrees to comply with The Tulalip Code, Chapter 9.05 – TERO Code and give preference to certified Indian-owned enterprises and organizations in the award of contracts and subcontracts.
7. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such party's entity, under penalty of perjury, that to the best of the undersigned's knowledge and belief: (a) the Base Bid, any Unit Prices and any Alternate Bid in the bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate bid with any other Bidder; (b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate bid; (c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
8. The Bidder will execute the Contract Form with the Tulalip Tribes of Washington, if a Contract is awarded on the basis of this bid, and if the Bidder does not execute the Contract Form for

any reason, other than as authorized by law, the Bidder and the Bidder's Surety are liable to the Tulalip Tribes of Washington as provided in Article 6 of the Instructions to Bidders.

9. Bidder agrees to furnish any information requested by the Tulalip Tribes of Washington to evaluate the responsibility of the Bidder.

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The Tulalip Tribes of Washington

NON - COLLUSION DECLARATION

Failure to return this Declaration as part of the bid proposal package will make the bid nonresponsive and ineligible for award.

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and to have agreed to the provisions of this declaration.**

NOTICE TO ALL BIDDERS

To report rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., eastern time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

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The Tulalip Tribes of Washington

Any modification made to either the bid form or exception taken to the defined scope of work outlined in this bid package may result in the bid proposal being considered non-responsive.

Each bid shall contain the name of every person interested therein. If the Bidder is a corporation, partnership, sole proprietorship, or limited liability corporation, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and signs the Bid Form. An unsigned Bid Form will render the Bid as non-responsive.

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (____) _____ Facsimile Number (____) _____

Where Incorporated: _____

Type of Business (circle one): corporation partnership sole proprietorship limited liability corporation

The Tulalip Tribes Business License Number: _____

State of Washington Contractor's License Number: _____

Federal ID Number: _____

Contact Person for Contract processing: _____

BIDDER'S NAME (PRINT): _____

Authorized Signature: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: (____) _____ Facsimile Number (____) _____

Where Incorporated: _____

Type of Business (circle one): corporation partnership sole proprietorship limited liability corporation

The Tulalip Tribes Business License Number: _____

State of Washington Contractor's License Number: _____

Federal ID Number: _____

Contact Person for Contract processing: _____

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The Tulalip Tribes of Washington

SUB-CONTRACTORS OR SUPPLIERS

Native American TERO Certified Businesses that are qualified and come within 10% of the low bid, will be provided negotiated preference.

IN DATE ORDER, ALL SUB-CONTRACTORS WILL NEED A COMPLIANCE PLAN

Company	Contact Person	Phone	Native	Sub or Supplier

JOB ORDER

If the TERO jobs skills bank has qualified persons, they are required to receive preference in hiring to comply with the TERO law.

Job Title	Number of Positions	Rate of Pay	Date from / to

Foreman to contact / cell:

I declare that all the answers and statements are true, correct and complete to the best of my knowledge. I understand that untruthful or misleading answers are cause for denial of my application and/or revocation of any certification granted.

Print Name	Signature	Title	Date
------------	-----------	-------	------

----- Office use only -----

				Yes	NO
Recommended by	Date	Managers Signature	Date	Approved	
Notes:					

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Subcontractor List

Prepared in compliance with RCW 39.30.060 as amended

To Be Submitted with the Bid Proposal

Project Name _____

Failure to list subcontractors with whom the bidder, if awarded the contract, will directly subcontract for performance of 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 or naming more than one subcontractor to perform the same work will result in your bid being non-responsive and therefore void.

Subcontractor(s) with whom the bidder will directly subcontract that are 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 **must** be listed below. The work to be performed is to be listed below the subcontractor(s) name.

To the extent the Project includes one or more categories of work referenced in RCW 39.30.060, and no subcontractor is listed below to perform such work, the bidder certifies that the work will either (i) be performed by the bidder itself, or (ii) be performed by a lower tier subcontractor who will not contract directly with the bidder.

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 _____

* Bidder's are notified that is the opinion of the enforcement agency that PVC or metal conduit, junction boxes, etc, are considered electrical equipment and therefore considered part of electrical work, even if the installation is for future use and no wiring or electrical current is connected during the project.

SR

DOT Form 271-015 EF
Revised 08/2012

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The Tulalip Tribes of Washington

NAOB Written Confirmation

**Native American Owned Business (NAOB)
Written Confirmation Document**

As an authorized representative of the Native American Owned Business (NAOB), I confirm that we have been contacted by the referenced bidder with regard to the referenced project and if the bidder is awarded the contract we will enter into an agreement with the bidder to participate in the project consistent with the information provided on the bidder's Bid Proposal Form, Section IV.

Contract Title: _____

Bidder's Business Name: _____

NAOB's Business Name: _____

NAOB Signature: _____

NAOB's Representative _____

Name and Title: _____

Date: _____

The entries must be consistent with what is shown on the bidder's Bid Proposal Form, Section IV. Failure to do so will result in bid rejection. See Instructions to Bidders Section 1.1.7; *Minimum TERO Participation for Subcontractors*.

Description of Work: _____

Amount to be Awarded to NAOB: _____

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The Tulalip Tribes of Washington

FORM OF BID GUARANTY & CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned _____ as Principal at _____, (Address) _____ and _____ as Surety, are hereby held and firmly bound unto the Tulalip Tribes of Washington, herein referred to as Tulalip Tribes, in the penal sum of the dollar amount of the bid submitted by the Principal to the Tulalip Tribes on (date) _____, _____ to undertake the Project known as: _____.

The penal sum, referred to herein, shall be the dollar amount of the Principal's bid to the Tulalip Tribes, incorporating any additive or deductive alternate bids or any additive or deductive allowance bids made by the Principal on the date referred to above to the Tulalip Tribes, which are accepted by the Tulalip Tribes. In no case shall the penal sum exceed the amount of dollars (\$_____). (If the above line is left blank, the penal sum will be the full amount of the Principal's bid, including alternates and unit prices. Alternatively, if completed, the amount stated must not be less than the full amount of the bid, including alternates and allowances, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a bid on the above-referred to project;

NOW, THEREFORE, if the Tulalip Tribes accept the bid of the Principal, and the Principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications and bills of material; and in the event the Principal pays to the Tulalip Tribes the difference not to exceed five percent of the penalty hereof between the amount specified in the bid and such larger amount for which the Tulalip Tribes may in good faith contract with the next lowest bidder to perform the work covered by the bid; or resubmits the project for bidding, the Principal will pay the Tulalip Tribes the difference not to exceed five percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect. If the Tulalip Tribes accept the bid of the Principal, and the Principal, within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications and bills of material, which said contract is made a part of this bond the same as though set forth herein; and

IF THE SAID Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Tulalip Tribes against all damage suffered by failure to perform such contract according to the provisions thereof and in accordance with the plans, details, specifications and bills of material therefore; and shall pay all lawful claims of subcontractors, material suppliers and laborers for labor performed and materials furnished in the carrying forward, performing or completing of said contract; we, agreeing and assenting to, at this undertaking shall be for the benefit of any material supplier or laborer having a just claim, as well as for the Tulalip Tribes herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the

Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

THE SAID Surety hereby stipulates and agrees that no modifications, omissions or additions, in or to the terms of said contract or in or to the plans and specifications, therefore, shall in any wise affect the obligations of said Surety on its bond, and it does hereby waive notice of any such modifications, omissions or additions to the terms of the contract or to the work or to the specifications.

SIGNED this _____ day of _____, _____

PRINCIPAL:

By: _____

Title: _____

SURETY:

Address: _____

Phone: (____) _____

By: _____

Attorney-in-Fact

SURETY AGENT:

Address: _____

Phone: (____) _____

The Tulalip Tribes of Washington

STATEMENT OF INTENDED SURETY
(Required if Bid Deposit is NOT a Surety Bond)

FURNISH WITH BIDDER'S SEALED BID a written statement prepared and signed by Bidder's intended sureties or surety company, to the effect that: _____ (Name of Surety), who meets the requirements of Chapter 48.28 RCW, will promptly provide a surety bond in the amount of 100% of the base bid in the event _____ (Bidder's Name) is awarded a Contract for _____ (Project Description) and that the proposed Construction Contract is acceptable to the Surety.

Surety:

Signature of Authorized Representative

Printed Name / Title of Authorized Representative

This statement, if required, must be included in Bidder's sealed bid for Bidder's Bid to be considered.

By: _____

Title: _____

SURETY:

Address: _____

Phone: (____) _____

By: _____

Attorney-in-Fact

SURETY AGENT:

Address: _____
Phone: (____) _____

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The Tulalip Tribes of Washington

BID PROPOSAL BOND

KNOW ALL BY THESE PRESENTS, that (Name of Bidder) _____ a corporation, partnership, or individual) duly organized under the laws of the State of _____ as principal, and (Name of Surety) _____ a corporation duly organized under the laws of the State of _____ and authorized to do business in the State of Washington, as surety, are held and firmly bound unto The Tulalip Tribes of Washington in the full and penal sum of five (5) percent of the total amount of the bid proposal of said principal for the work hereinafter described for the payment of which, well and truly to be made, we bind our heirs, executors, administrators and assigns, and successors and assigns, firmly by these presents.

Said bid and proposal, by reference hereto, being made a part hereof.

NOW, THEREFORE, if the said proposal bid by said principal be accepted, and the contract be awarded to said principal, and if said principal shall duly make and enter into and execute said contract and shall furnish a performance, payment and warranty bond as required by The Tulalip Tribes of Washington within a period of ten (10) days from and after said award, exclusive of the day of such award, then this obligation shall be null and void, otherwise it shall remain and be in full force and effect.

IN TESTIMONY WHEREOF, the principal and surety have caused these presents to be signed and sealed this _____ day of _____, 20_____.

Principal _____
(Name) _____
(Address) _____

By _____
(Signature of Authorized Rep)

(Typed Name of Authorized Rep)
Title _____

SURETY

Name _____
By _____
(Attorney-in-fact for Surety)

(Name & Address of local Office or Agent)

*This bond must be accompanied by a fully executed Power of Attorney appointing the attorney-in-fact.

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DRAFT AIA® Document A312™ - 2010

Payment Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page of this Payment Bond.)

Signature:

Name and « »« »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, including all TERO obligations, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 The Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, including any TERO liabilities, and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 Upon notice as set forth in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after completion of the Work under the Construction Contract; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within thirty (30) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees and costs the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of two years from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on Substantial Completion of the Work under the Construction Contract, whichever of (1) or (2) first occurs. Notwithstanding the foregoing, any proceeding, legal or equitable, under this Bond and involving the Owner shall be governed by the choice of law and venue provisions set forth in the Construction Contract and Surety agrees to be bound thereto and consents to jurisdiction as set forth therein

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract, including any TERO obligations. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The term Claimant also includes the Tulalip Tribal Employment Rights Office (TERO). The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, TERO obligations, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

«Surety agrees that electronic signatures (whether digital or encrypted) and/or scanned copies of original signatures on this document is intended to authenticate this bond and shall have the same force and effect as manual signatures and original copies. Such electronically signed or scanned/PDF versions of this AIA Document A312, Performance Bond shall be fully enforceable against the Surety »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

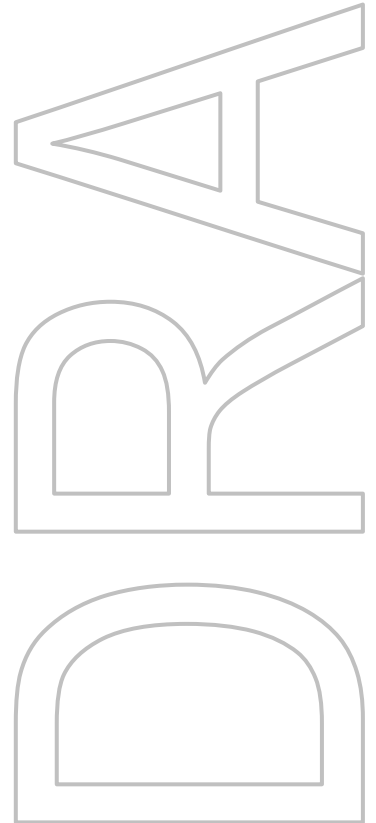
SURETY

Company: _____ (Corporate Seal)

Company: _____ (Corporate Seal)

Signature: _____
Name and Title: << >><< >>
Address: << >>

Signature: _____
Name and Title: << >><< >>
Address: << >>



DRAFT AIA® Document A312™ - 2010

Performance Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

CONSTRUCTION CONTRACT

Date: « »

Amount: \$ « »

Description:

(Name and location)

« »
« »

BOND

Date:

(Not earlier than Construction Contract Date)

« »

Amount: \$ « »

Modifications to this Bond: None See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(Any additional signatures appear on the last page of this Performance Bond.)

SURETY

Company: (Corporate Seal)

Signature:

Name and « »« »

Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

« »
« »
« »

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

« »
« »
« »
« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, including all warranty obligations, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 The Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed complete the performance of the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; or
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety and the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Upon notice of default under Section 3.2 above, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 4.1 Undertake to perform and complete the Construction Contract itself, including all warranty obligations, through its agents or independent contractors, which shall not include the Contractor without prior written consent of the Owner;

§ 4.2 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 6 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 4.3 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, but in no less than thirty (30) days from receipt of Owner's notice in Section 3:

- .1 Determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 5 If the Surety does not proceed as provided in Section 4 within the time period set forth in Section 4.3, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 4.3, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 6 If the Surety elects to act under Section 4.1 or 4.2, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price in accordance with the Construction Contract, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract, including all warranty work;

- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 4; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 7.1 If the Surety elects to act under Section 4.3.1, the Surety's liability is limited to the amount of this Bond. In such instance, the Owner shall inform the Surety of the estimate of its actual costs to complete the Project, including the additional legal, design professional and delay costs resulting from the Contractor's Default, and liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance, which shall be remitted to the Owner within fourteen (14) days. At the completion of the Construction Contract, including the warranty period, the Owner shall return, without interest, any overpayment made by the Surety and the Surety shall pay to the Owner any actual costs which exceed the Owner's estimate, limited to the bond amount.

§ 7.2 If the Surety elects to act under Section 4.3.2, the Surety's liability is limited to the amount of this Bond, but Surety shall also be responsible for the attorneys' fees and costs incurred by the Owner related to any dispute over the Surety's obligations. If the Surety denies liability in whole or in part, the parties shall promptly proceed to the dispute resolution process as set forth in the Construction Contract.

§ 8 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations, except as allowed under applicable law. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 9 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 10 Any proceeding, legal or equitable, under this Bond may shall be governed by the choice of law and venue provisions set forth in the Construction Contract and Surety agrees to be bound thereto and consents to jurisdiction as set forth therein. Such proceeding shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 11 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 12 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 13 Surety agrees that electronic signatures (whether digital or encrypted) and/or scanned copies of original signatures on this document is intended to authenticate this bond and shall have the same force and effect as manual signatures and original copies. Such electronically signed or scanned/PDF versions of this AIA Document A312, Performance Bond shall be fully enforceable against the Surety.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied in accordance with the Construction Contract, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

« »

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company: (Corporate Seal)

Company: (Corporate Seal)

Signature: _____
Name and Title: « »
Address: « »

Signature: _____
Name and Title: « »
Address: « »



The Tulalip Tribes of Washington

TRIBAL EMPLOYMENT RIGHTS OFFICE (TERO)

TULALIP TERO MISSION STATEMENT

The Tulalip TERO has a mission to help improve the quality of life for Tulalip Tribal members and other Native American families through opportunities that can assist them in pursuing quality jobs or careers with decent wages and by protecting their rights of preferential employment, training, business and economic opportunities on and near the Tulalip Reservation. Also, to assist business in achieving compliance with hiring Native American qualified workers.

Information

6404 Marine Drive, Tulalip, WA 98271

Office: (360) 716-4747

Fax: (360) 716-0612

Alternate Fax: (360) 716-0249

Driving Direction From Seattle:

Go North on highway I-5. At exit 199, turn RIGHT onto Ramp and turn LEFT (West) onto SR-528 [4th St]. Road name changes to Marine Dr. NE. Turn RIGHT (North-East) onto 64th Street NW.

Driving Direction From Mount Vernon:

Go South on highway I-5. At exit 199, turn RIGHT onto Ramp and bear RIGHT (West) onto Marine Dr. NE. Turn RIGHT (North-East) onto 64th Street NW.

On June 20, 2012, the Tulalip Tribes board of Directors enacted the Tribal Employment Rights Office Code which is the preferential employment and contracting laws of the land within the boundaries of the Tulalip Reservation.

Tulalip TERO office requires businesses to:

- Hire TERO qualified and certified workers;
- Give Native owned businesses the opportunity to bid;
- Fill out and negotiate a compliance plan prior to commencing work; and
- Pay 1.75% TERO fee on all construction projects over \$10,000

FREQUENTLY ASKED QUESTIONS

The following presents a list of the most frequently asked questions and inquiries about Native American Preference and Tribal Employment Rights Office (TERO).

1. WHAT IS THE PURPOSE OF TERO?

To access more employment & training opportunities for Native Americans and their families. To provide more business & economic opportunities for businesses owned by Native Americans.

2. WHY IS THERE A NEED FOR TERO?

Since unemployment rate in Native communities remains high, Tribes must take strong actions to protect the employment rights of Native American people.

3. *WHAT ARE THE BASIC REQUIREMENTS OF TERO?*

All employers operating within tribal jurisdiction are required to provide Indian preference in employment, training, contracting, and subcontracting. Following are the major provisions and requirements found in most TERO Codes that employers must adhere too:

- A. To ensure Native preference, employers need to submit and negotiate a detailed compliance plan of employer workforce needs with a TERO Compliance Officer.
- B. To utilize the TERO skills banks for all referrals and consider Native applicants before interviewing or hiring any Non-Native worker.
- C. To negotiate with the TERO Compliance Officer(s) the specific number of Natives in each job classification and to cooperate with tribal training programs to hire a certain number of trainees.
- D. To eliminate all extraneous job qualification criteria or personnel requirements which may act as a barrier to Native employment. TEROs are guided by EEOC guidelines for verifying legitimate Bona-fide Occupational Qualifications (BFOQ's).
- E. To keep in contact with the TERO office in order to resolve any employee problems and issues.
- F. To acknowledge and respect tribal religious beliefs and cultural difference and to cooperate with TERO to provide reasonable accommodations.
- G. All employers who have collective bargaining agreements with one or more unions must secure a written agreement from their unions indicating that they will comply with TERO.
- H. The TERO certified worker shall be treated the same as the other employees. There will be a Zero tolerance to discrimination within the boundaries of the Tulalip Reservation.

The success of TERO programs can be directly attributed to the fact that these programs embody all of the critical elements listed above.

4. *WHAT IS A COMPLIANCE PLAN?*

A Compliance Plan is a written document that provides detailed descriptions of a construction project with all the pertinent information. This is where you list your key personnel and your work force needs. A Key employee is a permanent employee who is in a supervisory or specialized position and without this person an employer would face a financial loss. This document is then negotiated with a TERO Compliance Officer for approval.

5. *WHAT TERO REQUIREMENTS ARE THERE IN CONTRACTING BIDS?*

The TERO Office has a Native American Owned Business Registry (NAOB) in which TERO certifies that the companies are owned by Native Americans. The TERO Code requires that Contractors and or Subcontractors provide opportunities to every NAOB that is qualified to do the work.

6. *IS THERE A DIFFERENCE BETWEEN TRIBAL AND NATIVE AMERICAN PREFERENCE?*

Yes, on Tribally funded projects TERO can require Tribal member preference. This is permissible under Federal law because tribes are exempt from Title VII of the Civil Rights

Act, Executive Order 11246 and most other employment rights legislation. Native American preference is permissible under some federal laws i.e., Indian Self Determination Act, Buy Indian Act and under most federal laws.

7. WHAT IS THE EXTENT OF TERO JURISDICTION?

A Tribe has the authority to enact and enforce any Indian employment preference law that is grounded in its inherent sovereign powers of self-government. This legal doctrine is the most basic principle of Indian law and is supported by a host of Supreme Court decisions. The jurisdiction is legally described or defined by treaty or legislation. The exterior boundaries of the reservation including cede territories and lands where jurisdiction has not been extinguished. TERO has a political preference, not a racial preference and does not violate Title VII or any other Federal Employment Law.

8. ARE THERE ANY EXEMPTIONS TO TERO REQUIREMENTS?

Yes, there are several exemptions. Direct employment by Federal / State governments, schools, churches and some non-profits are not covered by TERO. Some Tribes also exempt themselves from TERO coverage. It is important to note however, that any contract or sub-contract let by any of these entities is covered by TERO.

9. WILL TERO INTERRUPT MY DAILY BUSINESS OPERATIONS?

No. Since TERO is pro-active, the compliance plans are signed by TERO and the employer prior to the commencement of work prevents disputes. The Compliance Officers will monitor the TERO requirements by doing onsite compliance visits that would not be detrimental to business operations. TERO can sanction employers for violations which may shut down operations but only in severe disputes and in accordance with the applicable law.

10. DOESN'T TERO DO AWAY WITH THE COMPETITIVE BIDDING PROCESS AND FAIR COMPETITION?

No. It provides preference to certified and qualified Native American businesses on projects on or near the Tulalip Reservation. As with employment contracting preference is permissible or required under Federal, Tribal, State or other Local laws. Preference is not provided to the exclusion of other businesses. Price and quality are still primary considerations.

11. ARE EMPLOYERS PROTECTED AGAINST UNFAIR TERO VIOLATION CHARGES?

Yes. The first level of protection comes from the TERO Compliance Officer who handles the charge. These officers are trained to deal with facts and merits of the case before making determinations. Beyond the TERO Commission, grievant can seek relief in the Tribal and Federal Courts.

12. WHAT SANCTIONS DO EMPLOYERS FACE FOR VIOLATIONS OF TERO?

Violation of TERO requirements may result in severe sanctions. If the TERO office determines that employers willfully and intentionally breached TERO requirements. TERO may:

- A. Deny such party the right to commence business on the reservation;
- B. Impose a civil fine on such party ranging on most reservations anywhere from \$500.00 to \$5,000.00 per violation;
- C. Terminate or suspend party's operation and deny them the rights to conduct further business on the reservation; and or
- D. Order any party to dismiss any illegally hired Non-Natives, take action to ensure future compliance and to make back payment of any lost wages be paid to the TERO certified Native Americans.

13. CAN SANCTIONS IMPOSED BY THE TERO COMMISSION BE APPEALED?

Yes. Sanctions imposed by the TERO Commission can be appealed in tribal court. Appeals of tribal court decisions can be made to the federal court system.

It is important to note that only one appeal to a TERO commission and tribal court decision has ever been appealed to the federal court. The case ended at the Ninth

Circuit Court of Appeals and Appellate that upheld the TERO complaint and the Tribal Courts decisions.

14. ARE TERO FEES LEGAL?

Yes. Tribal authority to access a fee is equal to that of any government. Taxation, licenses and fees are a valuable source for financing Tribal governmental operations. Tribes therefore consider their social and economic needs and priorities and set the TERO requirements to suit them just as National, State, and other units of government do.

Many contractors without complaint pay taxes and comply with the governmental requirements of states, counties, etc., but openly oppose doing so with Tribes. This "cultural discrimination" is indicative of the lack of knowledge and acceptance of the sovereign authority of the Tribes. Employers can realize a substantial savings since Tribal taxes or fees pre-empt state or other local taxation on the reservation projects often to the benefit of the employer.

The Tulalip Tribes' TERO fee is 1.75% of total cost on any project over \$10,000.

TERO has the responsibility to ensure due process of the employer under the Tribal code and that only qualified and screened referrals are made to the employer.

15. HOW HAVE VARIOUS FEDERAL, STATE AND OTHER AGENCIES VIEWED TERO IN THEIR OPERATION?

When TERO first appeared in the late seventies there was opposition from some and difference from others. Over the past twenty years a great deal of progress has been made, some by direct legal action but most through pro-active, non-adversarial, synergistic effort. The results are Native American preference and TERO provisions, policies and procedures figure prominently in the following:

- A. The Civil Rights Handbook.
- B. The Job Training and Partnership Act.
- C. The Small Business Administration 8(a) Program.
- D. Public Law 93-638, The Indian Education Assistance and Self-Determination Act of 1974.
- E. HUD Regulations.
- F. BIA Acquisition Assistance Agreement 84-1.
- G. EEOC / TERO Contracts.
- H. OFCCP Indian Employment Initiative.
- I. FHWA ISTEA "Indians in Highway Construction Initiative".
- J. Indian Health Service Alaska Native Hiring Agreement.
- K. US DOL/BAT Notice 84-1.
- L. Indian Education Impact and Programs Under PL 81-815 (Construction) and PL 81-874 (OPS/Admin).

CONTRACTORS

The following outlines the TERO expectations and responsibilities placed on all contractors and subcontractors doing work on or near the Tulalip Reservation. This document should be read carefully, along with the TERO Code. If you have any questions or concerns contact a TERO Compliance Officer.

TERO ACKNOWLEDGMENT:

Requirement: The contractor / employer must comply with all rules and regulations as set forth in the TERO Code. This agreement will be affirmed in writing and will be signed and dated by the TERO Manager. Furthermore, if a project is expected to be of one month duration or more, the contractor must arrange a pre-construction meeting with the TERO Manager or TERO Compliance Officers prior to submitting a Compliance Plan to the TERO department.

TERO LIAISON:

Requirement: All contractors and employers must designate a responsible company official to coordinate all employment, training and contracting related activities with the TERO department to ensure that the company is in compliance with the TERO Code during all phases of the project.

NATIVE AMERICAN OWNED BUSINESS REGISTRY:

Requirement: The TERO Office maintains a certified Native American Owned Business Registry. All the businesses on the registry need to be given the opportunity to bid on any projects that they are qualified for. If they are within ten-percent (10%) of the lowest bid, you need to negotiate to see if they can reduce their price. But the fact remains that the bid will be awarded on: price, quality and capability unless other requirements are set forth in the bid documents.

TERO COMPLIANCE PLAN:

Requirement: All contractors, sub-contractors and or employers must have an approved written compliance agreement filed, negotiated and approved by the TERO Office prior to commencement of any construction activities on the Tulalip Reservation. There is a 1.75% TERO fee on any projects over \$10,000 to be paid in full or negotiated with the TERO Compliance Officers.

COMPLIANCE PLAN WORKFORCE/ KEY EMPLOYEE:

Requirement: Contractors and or Employers shall be required to hire and maintain as many TERO / Native American preference employees as apply for and are qualified for each craft or skill.

Exception: Prior to commencing work on the Tulalip Reservation the prospective employer, contractor and subcontractors shall identify key and permanent employees.

Key employee: One who is in a top supervisory position or performs a critical function such that an employer would risk likely financial damage or loss if that task were assigned to a person unknown to the employer. An employee who is hired on a project by project basis may be considered a key employee so long as they are in a top supervisory position or perform a critical function.

Permanent employee: One who is and had been on the employers' or contractors' annual pay roll for a period of one year continuously, working in a regular position for the employer, or is an owner of the firm. An employee who is hired on a project by project basis shall not be considered a permanent employee.

Non-preferred Permanent and Key Employee(s) shall not exceed 20% of the workforce. Permanent and Key employees are subject to TERO approval and TERO may require a position to be opened up to all preference workers.

TERO HIRING HALL & RECRUITMENT EFFORTS:

Requirement: Contractor or employer is required to contact the TERO Office for recruiting and placement services on all non-key positions. The TERO Office shall be given a minimum of seventy-two (72) hours to furnish a qualified referral. Furthermore contractors and employers are required to provide TERO with a written list of their projected workforce needs, job classifications, openings, hiring policies, rate of pay, experience / skill requirements, employment screening procedures and anticipated duration of employment.

NATIVE PREFERENCE:

Requirement: All contractors, businesses and employers operating within the boundaries of the Reservation, or on Tribal projects off the reservation shall give preference in hiring, promotion, training, layoffs, recall, and all other aspects of employment, unless other contractual agreements or federal requirements restrict the preference specified below. The order of preference shall be given to the following persons in the following enumerated order:

- 1) Enrolled Tulalip Tribal Members
- 2) Spouses, Parent of a tribal member child, biological child born to an enrolled Tulalip Tribal Member, current legal guardian of a Tribal Member dependent child (with a proper letter of temporary or permanent legal guardianship from a court), or a tribal member in a domestic partner relationship (with documentation).
- 3) Other Natives/Indians shall mean any member of a federally recognized Indian tribe, nation or band, including members of federally recognized Alaskan Native villages or communities.
- 4) Spouse of federally recognized Native American
- 5) Regular current employees of the all Tulalip Tribal entities
- 6) Other

Exception: Where prohibited by contractual agreements or federal requirements, the above order of preference set out in subsection 1.8, shall not apply. In such cases preference shall be given in accordance with the applicable contractual agreement, federal requirement, or Federal Law.

Requirement: If the TERO Office is unable to refer an adequate number of qualified, preferred employees for a Contractor, TERO will notify the Contractor who may fill the remaining positions with non-TERO workers. When this occurs, TERO work permits may be valid for one month from the date of issuance and may be renewed. Work permits are non-transferable.

Requirement: When work permits are issued, the contractor is still required to notify the TERO Office of all future job openings on the project so that qualified, preferred employees have an opportunity to be dispatched.

JOB QUALIFICATIONS, PERSONNEL REQUIREMENTS & RELIGIOUS ACCOMMODATIONS:

Requirement: An employer may not use any job qualification criteria or personnel requirements which serve as barriers to the employment of Natives which are not required by business necessity. The TERO department will review the job duties and may require the employer to eliminate the personnel requirements at issue. Employers shall also make reasonable accommodation to the religious beliefs and cultural traditions of Native workers.

TRAINING:

Requirement: Contractors and or Employers may be required to develop on the job training opportunities and or participate in Tribal or local training programs, including upgrading programs, and apprenticeship or other trainee programs relevant to the employer's needs.

LAY-OFFS:

Requirement: TERO preference employees shall not be laid off where non-TERO preference employees are still working. If the employer lays-off employees by crews, classifications or other categories, qualified TERO preference employees shall be transferred to crews or positions that will be retained. This section does not apply to key or permanent employees.

NOTE: The TERO Office is here to help in any way we can. Communication with the TERO Compliance Officers is very important in that it will help ensure the job to run smoothly.

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**THE TULALIP TRIBES
CONSTRUCTION CONTRACT**

**Contractor –
Project No. 2024-002**

This agreement entered into this ___ day of _____ 202___, between “Owner” the Tulalip Tribes 6406 Marine Drive., Tulalip, WA 98271 and _____, hereinafter referred to as “Contractor”.

**SECTION ONE
DESCRIPTION OF WORK**

This Contract consists of this written agreement and all appurtenant “Contract documents” described in Section Eight of this agreement. Contractor shall perform the following work in accordance with this Contract and Contract documents: All work necessary to build Tulalip Bay Water System Improvements – Phase 1.

**SECTION TWO
CONTRACT PRICE**

The Tulalip Tribes agrees to pay Contractor for the work described a total Contract price not to exceed the amount of _____. Payment of this amount is subject to additions or deductions in accordance with provisions of this Contract and of any other documents to which this contract is subject. Contractor shall be entitled to request “Progress Payments” during the course of his/her work. Progress payments shall be made to the Contractor under terms and conditions described under Section Four of this Contract.

**SECTION THREE
SUBCONTRACTING REQUIREMENTS**

The Contractor will be required to self-perform no less than thirty percent (30%) of the project’s total contracted labor. In the subcontracting of the work, the Contractor will be responsible to provide the Owner a copy of all subcontract agreement templates in the performance of this contract.

**SECTION FOUR
PROGRESS PAYMENTS**

- (A) The Owner shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the Contract, as approved by the Contracting Officer, Project Coordinator and Construction Manager. Payments shall be processed for each draw request within 30 days of final approval once all requested and required documents are received.
- (B) The documents required to submit for payment will be a draw form, invoice, certified payroll, conditional waiver, release of claim and anything else deemed necessary by the Contracting Officer.
- (C) Before the first progress payment is made under this Contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total Contract price showing the amount included therein for each principle category of the work, which shall substantiate the payment amount requested in order to provide a basis for determining progress payments. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deduction from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the Contract.
- (D) The Contracting Officer must approve the draw request with the concurrence of the project coordinator before payment. *Along with each request for progress payments and the required invoice, the Contractor shall furnish the following certification, or payment shall not be made:* I hereby verify, to the best of my knowledge and belief, that:
- (1) The amounts requested are only for performance in accordance with the specifications, terms and conditions of the Contract:

(2) Payments due to Sub-contractors and the Contractors material suppliers have been made from previous payments received under the Contract, and timely payments will be made from the proceeds of the payment covered by this certification in accordance with Subcontract agreements; and

(3) The request for progress payments does not include any amounts, which the Contractor intends to withhold or retain from a subcontractor or their supplier in accordance with the terms and conditions of the Subcontract.

NAME: _____

TITLE: _____

DATE: _____

(E) The Owner shall retain 5% of the amount of progress payments until completion and acceptance of all work under the Contract-

(F) The Contracting Officer may authorize material delivered on site and preparatory work taken into consideration when computing progress payments. Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract, before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation and the Contracting Officer may require to assure the protection of the Owners interest in such material. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the Owner.

(G) All Material and work covered by progress payments made shall at the time of payment become the sole property of Owner, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving any right of the Owner to require the fulfillment of all of the terms per the Contract, in the event the work of the Contractor has been damaged by other Contractors or persons other than employees of the Owner in the course of their employment. The Contractors shall restore such damaged work without cost to the Owner and seek redress for its damage only from those who directly caused it.

SECTION FIVE FINAL PAYMENT

(A) The Owner shall make the final payment due to the Contractor under this Contract within thirty (30) days after:

(1) Completion and final acceptance of all work; and

(2) Presentation of release of all claims against the Owner arising by virtue of this Contract, other than claims, in stated amounts, that the Contractor has specially made an exception from the operation of the release. Each such exception shall embrace no more than one claim; the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the subcontractors claim to amount payable under this Contract has been assigned.

(3) One set of electronic As-built drawings on a USB Flash drive are submitted to the Contracting Officer, as described in section 22 of this Contract.

(B) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or their evidence of payment from all others performing work and/or supplying material to Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claim costs.

(C) Failure of Contractor to comply with any special guarantees required by the contract documents shall result in the withholding of final payment. Contractor, by accepting final payment, waives all claims except those, which he has previously made in writing, and which remain unsettled at the time of acceptance.

SECTION SIX STARTING AND COMPLETION DATES

Work shall commence on the date of this agreement unless a different date is made for the date to be fixed in a notice to proceed issued by the Tulalip Tribes and be physically completed in 60 working days. All construction must be completed in accordance with the approved Construction Schedule. Failure to complete shall result in imposition of liquidated damages as provided in Section Seven.

SECTION SEVEN LIQUIDATED DAMAGES

Upon failure by the Contractor to submit an acceptable Construction Schedule within the time required by Section 18, or achieve substantial completion of each phase of construction in accordance with the Construction Schedule, the Contractor shall pay to the Owner, as liquidated damages and not as a penalty, the sum of *one thousand five hundred and no dollars* (\$1,500.00) per day of delay or until such time as Substantial Completion of the Work as required by the 60 working day Construction Schedule is achieved. The Contractor and Owner agree that the liquidated damages amount is a reasonable forecast of just compensation for the harm caused the Owner by the Contractor's breach for failure to meet construction schedule timelines.

SECTION EIGHT CONTRACT DOCUMENTS

The Contract documents on which the agreement between Owner and Contractor are based in accordance with which the work is to be done are as follows:

- a. This Instrument
- b. Notice to Bidders attached as EXHIBIT A
- c. Contract Documents - Project Plans and Specifications (Scope of Work) attached as EXHIBIT B
- d. Contractor's Submitted Bid Documents

These Contract documents together form the Contract for the work herein described. The parties intend that the documents include provisions for all labor, equipment, tools, materials and other items necessary for the execution and completion of the work and all terms and conditions of payment. The documents also include all work and procedures not expressly indicated therein which are necessary for the proper execution of the project.

SECTION NINE AUTHORITY OF OWNER CONTRACTING COORDINATOR/OFFICER

Christina Parker/Nicole Smith, is hereby designated Contracting Officer for purposes of this agreement. The duties and authority of the Contracting Officer shall be as follows:

- (A) General Administration of Contract. The primary function of the Owner's Contracting Officer is to provide general administration of the contract as representative during the entire period of construction.
- (B) Inspection, Opinions and Progress Reports. The Owner's Contracting Officer shall keep familiar with the progress and quality of the work being performed by Contractors and their subcontractors. The Contracting Officer will make general determinations as to whether the work is proceeding in accordance with the Contract. Neither Owner nor the Contracting Officer will be responsible for the means of construction or for Contractor failure to perform the work properly and in accordance with The Contract document.

- (C) Access to worksite for inspections. The Contracting Officer shall have free access to the work at all times during the Contract period provided that person first signs-in at the Contractor's Field Office and adheres to all safety practices and policies of the Contractor while on the jobsite. However, the Contracting Officer is not required to make exhaustive or continuous on-site inspections to perform the duty of checking and reporting on work progress.
- (D) Interpretation of Contract documents. The Contracting Officer will be the interpreter of the Contract documents requirements and will make decisions on claims and disputes between the Contractor and the Owner.
- (E) Rejection and stoppage of work. The Contracting Officer shall have authority to reject work, which in the officer's opinion does not conform to the Contract documents and, in this connection, to stop the work or a portion thereof when necessary to insure Contractor's performance is in accordance with the terms of this agreement.
- (F) Progress payment certification. The Contracting Officer will determine the amount owing to the Contractor as the work progresses, based on Contractor's application for payment as per Section Four and upon the Contracting Officer's inspections and observation, and will issue certificates for progress payments and final payment in accordance with the terms of the Contract.

SECTION TEN RESPONSIBILITY OF CONTRACTOR

Contractor's duties and rights in connection with the project herein are as follows:

- (A) Responsibility for and supervision of construction. Contractor represents that he has inspected and is familiar with the work site and the local conditions under which the work is to be performed. Contractor shall be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means for coordination of all Work. Contractor shall properly supervise and direct the work of the employees and subcontractors, and shall give all attention necessary for such proper direction
- (B) Contractor's Representative. Contractor's representative for this contract will be _____. Contractor's representative shall be the point of contact regarding contract compliance issues and shall have the authority to obligate the company in resolving contract compliance and performance issues. Contractor's Representative, or designated Contractor construction superintendent, must be on-site at all times while any work under this Contract is being performed, unless Contractor's representative or construction superintendent receives prior authorization from the Owner to be offsite.
- (C) Discipline and employment. Contractor shall maintain at all times strict discipline among his/hers workers and agrees not to employ for work on the project any persons unfit or without sufficient skill to perform the job for which he was employed.
- (D) Furnishing of labor, materials, etc. Contractor shall provide and pay for all labor, and or materials and equipment, including but not limited to tools, construction equipment, machinery, utilities including water, transportation, and all other facilities and services necessary for the proper completion of the work on the project in accordance with the Contract documents.
- (E) Manufacturer's instructions. Contractor shall comply with manufacture's installation instructions and recommendations to the extent that those instruction and recommendations are more explicit or stringent than requirements contained within Contract documents.
- (F) Payment of taxes, procurement of license and permits. Contractor shall pay any taxes required by law in connection with work on the project and shall secure all licenses and permits necessary for proper completion of the work, paying the fees therefore. The Tulalip Tribes of Washington is a federally recognized Indian Tribal Government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, the Tulalip Tribes of Washington and all of its governmental agencies, is a tax exempt entity. See: 26 USC §7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). All or portions of this project are Tax Exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project. Upon request a Tax Exemption form may be obtained from the Tulalip

Tribes. WAC 458-20-192(5)(a)(ii) states that retail sales tax is not imposed if the retailer service (e.g. construction services) is performed for the member or tribe in Indian country.

(G) Compliance with laws and regulations. Contractor shall comply with all applicable laws and ordinances, and rules, regulations, or orders of all tribal and or public authorities relating to the performance of the work herein. If any of the Contract documents are at variance there with, he shall notify the Contracting Officer promptly on discovery of such variance.

(H) Responsibility for negligence of employees and subcontractors. Contractor assumes full responsibility for acts, negligence, or omission of his/her employees and all other persons doing work under a subcontract with him/her.

(I) Warranty of fitness of equipment and materials. Contractor represents and warrants to the Owner that all equipment and materials used in the work and made a part of any structure thereon, or placed permanently in connection therewith, will be new unless otherwise specified in the Contract documents, of good quality, free of defects, and in conformity with the Contract documents. It is understood between the parties that all the equipment and materials that are not so in conformity are defective.

(J) Cleaning and protection. Contractor shall during handling and installation, clean and protect construction in progress and adjoining materials in place. Contractor shall apply protective covering where required ensuring protection from damage or deterioration.

(K) Furnishing of design and engineering plans as identified in the Contract Documents. Contractor shall furnish the Contracting Officer, upon request, all design and engineering plans for consideration and approval as to conformance with the specifications of the Contract documents.

(L) Clean up. Contractor agrees to keep the work premises and adjoining way free of waste materials and rubbish caused by his/her work or that of his subcontractors, and further shall remove all such waste materials and rubbish on termination of the project, together with all his/her tools, equipment and machinery.

(M) Indemnity and hold harmless agreement. Contractor shall indemnify, defend and hold harmless the Tulalip Tribes its elected and appointed officials, officers, employees, agents and representatives from all claims, losses, suits, actions, legal or administrative proceedings, costs, attorney's fees (including attorney's fees in establishing indemnification of whatsoever nature), litigation costs, expenses, damages, penalties, fines judgment, or decrees by reason of any death, injury or disability to or any person or party, including employees, and/or damage to any property or business, including loss of use, caused in whole or part by any negligent act, error or omission of the Contractor, Contractors employees, agents or subcontractors arising out of or suffered, directly or indirectly, by reason of or in connection with the performance of this Contract.

The Contractors obligation shall include, but not be limited to, investigation, adjusting, and defending all claims alleging loss from any action, error or omission or breach of any common law, statutory or other delegated duty by the Contractor, Contractors, employees, agents or subcontractors. The Contractors obligations to indemnify, defend and hold harmless shall apply even if the injuries, death or damages, directly or indirectly, result from, arise out of relate to, one or more concurrent negligent acts or omissions of the Tulalip Tribes or its elected and appointed officials, officers, employees, agents, representatives, of the Tulalip Tribes, its agents and its employees acting within the scope of their employment.

If the claim, suit, or action for injuries, death or damages as provided for in the preceding paragraphs of this agreement is caused by or results from the concurrent negligence of (a) the Tulalip Tribes, its elected and appointed officials, officers, employees, agents and representatives and (b) the Contractor, Contractors employees, agents or subcontractors, the indemnity provision provided for in the preceding paragraph of these specifications shall not apply to damages caused by the Tribes' negligence.

It is specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under the State Industrial Insurance Law, Title 51 RCW, solely for the purpose of this indemnification. The contractor expressly agrees that he has provided for this waiver of immunity in the bid price for the Contract. In addition to any remedy authorized by law, the Owner may retain so much of the money due the Contractor's as deemed necessary by the Contracting Officer to assure indemnification until disposition has been made of any suits or claims. Contractor agrees to pay all royalties and license fees necessary for the work and to defend all actions and settle all claims for infringement of copyright or patent rights, and to save Owner harmless therefrom.

(N) Contractor's liability insurance. The Contractor shall purchase and maintain such liability and other insurance as will protect the Tulalip Tribes and the Contractor from claims or losses which may arise out of or result from the Contractor's performance or obligations under the Contract Documents, whether due to action or inaction by the Contractor or any person for whom the Contractor is responsible.

(O) Prior to commencing work, the contractor shall procure and have in effect Commercial General Liability insurance policy and Business Automobile Liability insurance policy to provide insurance coverage and limits as indicated below. Automobile liability insurance coverage shall include owned, non-owned and hired automobiles. An Umbrella or Excess Liability policy may be used to reach such limits.

Policy Limits – Commercial General Liability

\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate
\$1,000,000	Occurrence Limit
\$1,000,000	Personal and Advertising Injury Limit
\$ 100,000	Fire Legal Liability Limit
\$ 2,500.00	Medical Payments
\$1,000,000	Employer's Liability
\$10,000,000	Umbrella Liability

Policy Limits – Business Automobile Liability

\$1,000,000	Combined Single Limit
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There shall be no subsidence coverage exclusions or other coverage limitations without specific disclosure and approval of the Tulalip Tribes.

(P) Contractor's Workers Compensation.

1.1 All employees of Contractor and subcontractor are to be insured, including qualified self-insured plans, under Washington State Industrial Insurance as well as in compliance with any Federal workers compensation regulations including USL&H and Jones Act Coverage as applicable. Employees not subject the State Act are to be insured under Employer's Contingent Liability (Stop Gap) \$1,000,000 on accident and aggregate.

1.2 Such evidence of insurance shall be in the form of an Insurance Certificate issued by the State of Washington Department of Labor and Industries or an insurer satisfactory to the Tulalip Tribes and shall provide for not less than 30 days prior written notice to the Tulalip Tribes of cancellation or reduction in coverage.

(Q) Builder's Risk.

The Tulalip Tribes shall provide and maintain, during the progress of the Work and until the execution of the certificate of Contract Completion, a Builder's Risk Insurance policy to cover all on-site Work in the course of construction including false work, temporary buildings and structures and materials used in the construction process. The amount of coverage is based upon the total completed value of the project (including the value of permanent fixtures and decorations.) Such insurance shall be on a special cause of loss form and may include such other coverage extension, as the Tulalip Tribes deem appropriate. Unless otherwise provided for through agreement, the Contractor experiencing any loss claimed under the Builder's Risk policy shall be responsible for up to \$10,000 of that loss. Contractor may provide its own builder's risk or installation insurance coverage for amounts up to the \$10,000 deductible. Contractor is responsible for insuring their property in transit, in temporary storage away from the site as well as their own tools, equipment and any employee tools.

1.1 Incidents related to pollution and contamination are specifically excluded from the Builders Risk Insurance policy.

- 1.2 To be eligible to make a claim under the Tulalip Tribes' Builders Risk Insurance policy, Contractor shall be responsible to secure all materials and or equipment stored on the project site in a secured fenced area.

(R) Insurance Policy Requirements.

Each policy of insurance required to be purchased and maintained by the Contractor shall name the Tulalip Tribes and its members as primary and non-contributory additional insured's using the ISO general liability form CG 2010 11/85 edition or equivalent to include products and completed operations for all Contractors and Subcontractors work. Each policy and respective Certificate of Insurance shall expressly provide a provision wherein no less than 30 days or (10 days in the event of cancellation for non-payment) prior written notice shall be given to the Tulalip Tribes in the event of cancellation, non-renewal, expiration or material alteration of the coverage contained in such policy or evidenced by such Certificate of Insurance.

1.1 At least five (5) days prior to commencement of the Work or any portion thereof, and prior to the performance of any services hereunder, Contractor shall, for the purposes of protecting Owner against any claims, damages or expenses as a consequence of any acts and omissions on the part of Contractor and any of its Subcontractors of any tier in performing the Work, procure or cause or cause to be procured the required insurance coverage with insurance carriers (with and A.M. Best rating of A-VII or better) in form acceptable to Owner and shall maintain all such coverage in full force and effect through the terms of this Agreement.

1.2 The Contractor, if requested, shall furnish the Tulalip Tribes a certified copy of any insurance policy or additional insured endorsement required to be purchased or maintained by the Contract Documents. In no event shall any failure to demand a certified copy of any required insurance or insured endorsement be construed as a waiver of the obligation of the Contractor to obtain insurance required to be purchased or maintained by the Contract Documents.

1.3 The Contractor shall maintain all insurance in the required amounts, without interruption, from the date of the execution of the Contract until three (3) years after the date of approval of the certificates of Contract Completion by the Tulalip Tribes. Failure to maintain the required insurance during the time specified shall be cause for termination of the Contract.

1.4 Insurance policies required to be purchased and maintained by the Contractor may include a reasonable loss deductible, which shall be the responsibility of the Contractor to pay in the event of loss.

1.5 The prompt repair or reconstruction of the Work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to the Tulalip Tribes.

(S) Waivers of Subrogation. The Tulalip Tribes and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent of actual recovery of any insurance proceeds under any property insurance obtained pursuant to this Article or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Tulalip Tribes as fiduciary.

(T) Other Provisions.

1.1 Neither the Tulalip Tribes nor Contractor shall be liable to the other party or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or tangible personal property of the other occurring in or about the Work, if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance under terms of the Agreement. Each party shall cause each insurance policy obtained by it to contain the waiver of subrogation clause.

1.2 Contractor shall indemnify, defend and hold the Tulalip Tribes harmless from all losses, damages, liabilities, fines penalties, cost (including clean-up cost) and expenses (including attorney's fees) arising from hazardous, toxic or harmful wastes, materials or substances, as defined by applicable law, deposited on or about the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees. Should any material that exhibits hazardous or toxic characteristics as defined in applicable law be brought onto the Project site by Contractor, Subcontractors, suppliers or materialmen or its or their agents or employees, that material will be handled, stored, transported and disposed of by Contractor in accordance with respective regulations and the best available technology. Should any such material be found on the Project site that was not brought onto the Project site by Contractor, Subcontractor, suppliers or materialmen or its or their

agents or employees, Contractor shall immediately notify the Tulalip Tribes through the Contracting Officer. Contractor is not responsible for losses, damages, liabilities, fines, penalties, costs including cleanup and expenses arising from hazardous, toxic or harmful wastes, materials or substances existing at the site prior to Contractor mobilization.

1.3 In the event Contractor fails to maintain any and all insurance required by this Contract during the entire life of this Contract, the Tulalip Tribes may at its option, and without waiver of other available remedies, purchase such insurance in the name of Contractor and deduct the cost of same from payments due Contractor

(U) Inspection and Testing Laboratory Services.

1. Owner will appoint, employ, and pay for services of an independent firm to perform inspection and testing as identified in the Contract documents.
2. Site visits and retesting that is required because of the scheduling problems caused by the Contractor and/or non-conformance to specified requirements shall be performed by the same independent firm. Payment for retesting will be charged to the Contractor by deducting inspection or testing charges from the Contract Price.

(V) Drug free Workplace. Contractor will be responsible to pre-screen & enforce a drug free workplace program to their employees and any subcontractors that they employ or subcontract within the performance of this contract to insure that they are drug free during the execution of this contract. Contractor agree that they and their subcontractors will maintain a drug free workplace and will be responsible for conducting pre-screen drug testing on their employees who will be working at the jobsite per the Contractor's company policies.

Contractor acknowledges and agrees to advise its employees, agents, and subcontractors that it is the policy of the Tribe (1) to prohibit the use, possession, sale, and distribution of alcohol, illegal drugs, or other controlled substances on its premises; and (2) to prohibit the presence on Tribe's property of employees of a contractor, subcontractor, or agent who has such substances in his/her body for nonmedical reasons. Entry onto Tribe's property constitutes consent to an inspection of the employees of the Contractor, subcontractor, or agent, including vehicles and personal effects when entering, while on, or upon leaving Tribe's jobsite property. Any Contractor employee, subcontractor, or agent who is found in violation of this policy will be removed and barred from Tribe's jobsite property.

Contractor further agrees that when one of its employees, agents, or an employee of a subcontractor, while on Tribe's jobsite property, has a documented performance deviation, abnormal incident, or unusual behavior which is suspected to be the result of drug or alcohol abuse, this employee will be asked to leave the premises upon the arrival of his immediate supervisor who will accompany the employee from Tribe's jobsite property. An employee or agent of Contractor or subcontractor suspected to be under the influence of alcohol or drugs will not be readmitted to Tribe's jobsite until a negative urinalysis for drug screen for that employee is certified by an approved laboratory, at Contractor's expense, and transmitted to Tribes' designated representative.

Contractor employees, subcontractors, and agents who test positive for alcohol or other drugs in a test administered by a qualified laboratory suitable to Tribe, on samples taken after leaving Tribe's jobsite, will not be permitted reentry to Tribe's jobsite property, unless, at Tribes discretion it allows employee to re-enter jobsite after receiving notice of compliance with a treatment plan and release by a health care provider that employee is fit to work.

All of Contractor's employees, agents, and subcontractors presently working on Tribes' property are to be immediately notified of this policy. Any agents or subcontractors under contract to Contractor must also be notified of Tribe's policy. Contractor agrees that disciplinary actions or other employment decisions affecting Contractor's employees, subcontractor, agents, and applicants that arise in any way out of matters related to this Section are the sole responsibility of Contractor. The Tribe agrees to maintain the confidentiality of test results and to use test results solely in connection with its decisions as to whether to permit a contractor employee, subcontractor, or agent to enter or remain on the Tribe's jobsite property. Contractor agrees to maintain the confidentiality of any information gained or exchanged from or during the implementation of this policy.

The unit or structure that the Contractor was constructing or rehabilitating will also be tested for the presence of drugs that pose a health hazard and if found to test positive for drugs, the Contractor will be financially responsible to fully decontaminate the structure or unit before acceptance of the work or any further payment are made under the Contract.

- (W) Archaeological and Historical Objects. Archaeological or historical objects, which may be encountered by the Contractor, shall be protected and not further disturbed. The Contractor shall immediately notify the Contracting Officer of any such finds. The Contracting Officer will contact the Tribal Natural Resource and Cultural Department who will determine the nature of the object(s) to be surveyed. The Tribal Representative may require the Contractor to stop work in the vicinity of the discovery until the survey is accomplished, and further instructions are provided. The Contractor will be entitled to additional days of performance related to stop work notices issued by the Contracting Officer of Tribe.
- (X) Excess Material. All excess material left on site shall become the property of the Owner after seven (7) calendar days.
- (Y) Performance and Payment Bond. Contractor **is required** to provide to the Owner a 100% percent Performance and Payment Bond issued by a company located in the United States (no later than ten (10) days after the contract has been awarded) issued by an approved surety duly licensed and authorized to transact business in the State using Performance Bond and Payment Bond published by The American Institute of Architects (AIA) Form A312. Liability under each bond shall be 100% percent of the applicable contract sum, for the base bid and alternates. Performance Bond shall cover the correction of work as required during the warranty period of one (1) year. The Contractor shall provide additional bonds or riders when subsequent project changes increase the Contract Sum by 15% or more. This bond will include a warranty guarantee of 5% of the contract price to cover any work defects found in the original construction, during the warranty period.

SECTION ELEVEN EXAMINATION AND AUDIT

- (A) Examination. The Tulalip Tribes shall have the right to examine all books, records, documents and other data of the Contractor and of the Contractor's Subcontractors and Material Suppliers related to the bidding, pricing or performance of the Work, including without limitation, related to any Proposals and request for equitable adjustment of the Contract.
- (B) Inspection. The right of inspection, audit and reproduction shall extend to all documents necessary to permit intelligent evaluation of the cost of pricing data submitted along with the computations and projections used therein.
- (C) Availability. The above referenced materials shall be made available at the office of the Contractor, Subcontractor or Material Supplier, as applicable, at all reasonable times for inspection, audit and reproduction until the expiration of seven (7) years after the date of acceptance of the Project by the Tulalip Tribes of Washington.
- (D) Confidentiality. To the extent that the Contractor, Subcontractor or Material Supplier, as applicable, informs the Tulalip Tribes of Washington in writing that any documents copied by the Tulalip Tribes of Washington are trade secrets, the Tulalip Tribes shall treat such documents as trade secrets of the Contractor, Subcontractor or Materials Supplier, as applicable. In the event any dispute arises with any other person about whether such other persons should be given access to the documents, the Contractor, Subcontractor or Material Supplier, as applicable, agrees to indemnify the Tulalip Tribes of Washington against all costs, expenses, and damages, including without limitation attorney fees, incurred by reason of that dispute.

SECTION TWELVE TIME OF ESSENCE – EXTENTION OF TIME

All times stated herein or in the Contract documents are of the essence hereof. Contract times may be extended by a contract modification from the Contracting Officer for such reasonable times as the Contracting Officer may determine when in his/her opinion the Contractor is delayed in work progress by changes ordered, labor disputes, fire, prolonged transportation delays, injuries, or other caused beyond the Contractor's control or which justify delay.

SECTION THIRTEEN CORRECTING WORK

When it appears to the Owner or Contractor during the course of construction that any work does not conform to the provision of the contract documents, he shall make necessary corrections so that such work will so conform, and in addition will correct any defects caused by him or by his/her subcontractor, appearing within one year from the date of issuance of a certificate of substantial completion by the Architect and Contracting Officer, or within such longer period as may be prescribed by law or as may be provided for by applicable special guarantees in the Contract documents.

SECTION FOURTEEN WORK MODIFICATIONS

Owner reserves the right to order work modifications in the nature of additions or deletions, without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any such modifications will be authorized by a written **Field Directive** or **Contract Modification** signed by the Contracting Officer. The work shall be modified, and the contract price and completion time shall be modified only as set out in the written Field Directive / Contract Modification. Any adjustment in the Contract price resulting in a credit or a charge to Owner shall be determined by the mutual written agreement of the parties to this Contract.

SECTION FIFTEEN TERMINATION

This Contract may be terminated as follows:

(A) Termination by Owner. Owner may on seven (7) days' written notice to the Contractor terminate this Contract before the completion date hereof, and without prejudice to any other remedy Owner may have, when the Contractor defaults in performance of any provision herein, or fails to carry out the construction in accordance with the provision of the Contract documents. On such termination, Owner may take possession of the work site and all materials, equipment, tools, and machinery thereon it has paid or will pay for, and finish the work in whatever way Owner deems expedient. If the unpaid balance on the Contract price at the time of such termination exceeds the expenses of finishing the work, Owner will pay such excess to the Contractor. If the expense of finishing the work exceeds the unpaid balance at the time of termination, the Contractor agrees to pay the difference to Owner. On such default by the Contractor, Owner may elect not to terminate the Contract and in such event Owner may make good the deficiency of which the default consists and deduct the costs from the progress payments then or to become due to the Contractor.

(B) Owner's Termination for Convenience. The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the Owner. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective. If the performance of the work is terminated, either in whole or in part, the Owner shall pay the Contractor for reasonable and proper cost resulting from such termination upon the receipt by the Owner of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the Owner to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and the protecting the work already performed until the Owner or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of administrative services reasonably necessary to prepare and present the termination claim to the Owner; (5) and amount constituting reasonable profit on the value of the work performed by the Contractor.

(C) Records. If the Contract has been terminated, in whole or in part, the records relating to the Work terminated shall be made available to the Tulalip Tribes for a period of seven (7) years from the date of any applicable final settlement. Records which relate to any dispute, litigation, or claim arising out of the performance of the Work shall be made available until such dispute, litigation or claim have been finally decided or settled. The Contracting Officer will act on the Contractor's claim. Any disputes with regard to this clause are expressly made subject to the provisions of the **Disputes** clause of this contract.

SECTION SIXTEEN ARCHITECT/ENGINEERS DUTIES, RESPONSIBILITIES, AND AUTHORITY

(A) Any Architect/Engineer engaged by the Owner for this contract and any successor shall be designated in writing by the Contracting Officer.

(B) Any Architects/Engineer shall serve as the technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. Such Architect/Engineer may provide direction with approval of the construction manager on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the contract; (2) constitutes a change as defined in the work change clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction progress schedule; or (5) changes any of the other express terms or conditions of the contract.

(C) The duties and responsibilities of any Architect/Engineer engaged by the Owner for this contract may include the following: (1) Make periodic visits to the work site and on the basis of such on-site inspections, issues written reports to the Contracting Officer which shall include all observed deficiencies. Such Architect/Engineer shall file a copy of the report with the Contractor's designated representative at the site; (2) Making modifications in the drawings and technical specifications and assisting the Contracting Officer; (3) reviewing and making recommendation with respect to (i) the drawings; (ii) the Contractors shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor , and, (iv) the Contractors price breakdown; (4) Assisting in inspections, signing Certificates of completion, and making recommendations with respect to acceptance of work completed under the contract; and, (5) such other duties and responsibility as are designated in writing by the Contracting Officer.

SECTION SEVENTEEN SUBCONTRACTORS OTHER CONTRACTS

(A) OTHER CONTRACTORS: The Owner may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other Contractors and with Owner's employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any directions that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Owners' employees.

(B) SUBCONTRACTS DEFINITIONS

1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

(C) AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

1.1 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Contracting Officer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Contracting Officer will promptly reply to the Contractor in writing stating whether or not the Owner, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner to reply within five (5) working days shall constitute notice of no reasonable objection.

1.2 The Contractor shall not contract with a proposed person or entity to whom the Contracting Officer has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

1.3 If the Contracting Officer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Contracting Officer has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

1.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Contracting Officer makes reasonable objection to such substitute.

(D) SUBCONTRACTUAL RELATIONS

1.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

(E) CONTINGENT ASSIGNMENT OF SUBCONTRACTORS

1.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

1. Assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 15 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor and Contractor in writing; and
2. Assignment is subject to the prior rights of the Contractor and surety, if any, obligated under bond relating to the Contract.

1.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

**SECTION EIGHTEEN
CONSTRUCTION SCHEDULE**

(A) The Contractor shall prepare and submit to the Contracting Officer for approval a practicable written schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the salient features of work (including acquiring a TERO compliant labor force, materials and equipment) and the final completion date. Contractor shall commence work within ten (10) days of receipt of a Notice to Proceed issued by the Contracting Officer. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may impose Liquidated Damages under Section Seven or invoke other remedies under the contract until the Contractor submits the required schedule.

(B) After receipt of the Construction Schedule, the Owner may make adjustments as needed, upon mutual agreement with the Contractor, and shall issue a final approved Construction Schedule. The Contractor shall be bound by the mutually approved Construction Schedule and shall be subject to Section Seven liquidated damages and other remedies for failure to complete the project by the required date or otherwise perform the work in accordance with the Construction Schedule. The approved Construction Schedule shall be incorporated and made a part of this Contract.

(C) If the Contracting Officer determines that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress without additional cost to the Owner.

(D) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Termination clause of this contract.

SECTION NINETEEN

SITE INVESTIGATIONS AND CONDITIONS AFFECTING THE WORK

- (A) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric, power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Owner, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for performing the work without additional expense to the Owner.
- (B) The Owner assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Owner. Nor does the Owner assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this Contract, unless that understanding or representation is expressly stated in this Contract.

SECTION TWENTY

DIFFERING SITE CONDITIONS

- (A) The Contractor shall within ten (10) days, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (B) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as result of the conditions, the Contractor shall file a claim in writing to the Owner within ten (10) days after receipt of such instructions and, in any event, before proceeding with the work unless otherwise authorized in writing by the Contracting Officer. An equitable adjustment in the contract price, the delivery schedule, shall be made under this clause and the contract modified in writing accordingly.
- (C) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above giving written notice may be extended by the Contracting Officer.
- (D) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

SECTION TWENTY-ONE

SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION

- (A) The Contractor shall keep on the work site a copy of the drawings and specifications, addenda and modification orders and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications or in case of discrepancy in the figures in the drawings, or in the specifications, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary.

(B) “Shop drawings” means drawings, submitted to the Contracting Officer by the Contractor, or any lower tier Contractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work as required by the Contract. The Owner may duplicate, use or disclose in any manner and for any purpose shop drawings delivered under this Contract unless the Contractor identifies the shop drawing as proprietary upon which the Contracting Officer will not share or disseminate without Contractor approval.

(C) If this Contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other Contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor’s approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Owner’s reasons therefore. Any work done before such approval shall be at the Contractor’s risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (D) below.

(D) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer, upon consultation with any Architect engaged by the Owner for this contract, approves any such variation, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(E) It shall be the responsibility of the Contractor to make timely requests of the Owner for such large scale and full size drawings, color schemes, and other additional information, not already in the possession of the Contractor, which shall be required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

(F) The Contractor shall submit to the Contracting Officer for approval all shop drawings as called for under the various headings of the specifications. One set consisting of (1 electronic flash drive) of all shop drawings, will be retained by the Owner and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this Contract, shall furnish a complete set of all shop drawings as finally approved. The drawings shall show all changes and revisions made up to the time the work is completed and accepted.

(G) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by lower tier contractors are submitted to the Contracting Officer.

(H) The Contractor shall promptly give written notice to the Contracting Officer of any errors or omissions in the design of the work.

SECTION TWENTY-TWO AS – BUILT DRAWINGS

(A) “As-built drawings,” as used in this clause, means drawings submitted by the Contractor or lower tier Contractor at any tier to show the construction of a particular structure of work as actually completed under the Contract. “As-built drawings” shall be synonymous with “Record drawings.”

(B) As required by the Contracting Officer, the Contractor shall provide to the Owner within ten (10) working days of acceptance of the work accurate information to be used in the preparation of permanent set of as-built drawings. The Contractor shall record on one set of contract drawings all changes from the installations originally indicated. This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by lower tier contractors are the responsibility of the Contractor.

**SECTION TWENTY-THREE
PUNCH LIST & INSPECTION**

- (A) Contractors Punch List. When the work, or designated portion thereof, is near completion, the Contractor shall prepare a list of all deficient items remaining of the work or the designated portion thereof (the "Contractor's Punch List")
- a. The Contractor shall proceed to correct all items listed on the Contractor's Punch List and verify that the deficient items have been corrected by signing said Punch List.
 - b. The Contractor shall submit the signed Contractor's Punch List to the Contracting Officer.
- (B) Architect/Engineer's Punch List. Within (7) days of receipt of the request for Final Inspection the Contracting Officer shall work with the Project Coordinator, Construction Manager and Architect/Engineer to notify the Contractor acceptance or rejection of the request for Final Inspection, stating reasons for any rejections
- a. Upon acceptance of the Contractor's request, the Architect/Engineer, Contracting Officer, Project Coordinator, and Construction Manager shall conduct the Final Inspection to determine whether the work, or designated portion thereof, is in conformity with the Contract Documents. The Contracting
 - b. Officer shall notify the Contractor, the Architect/Engineer, Project Coordinator and the Construction Manager of the scheduled time of the Final Inspection.
 - c. Within three (3) days of the Final Inspection, the Contracting Officer shall notify the Contractor of any items remaining in a deficient or unacceptable condition. The list if such items shall be known as the Architect/Engineer's Punch List.
- (C) Correction of Punch List Items. Within 30 days of written notice the Contractor shall complete and correct all items remaining on the Contracting Officer's Punch List.
- a. If the Work on the Punch List cannot be completed within 30 days of receipt of the written notice, the Contractor shall justify, to the Contracting Officer the reasons the items cannot be so completed, and the Contractor shall propose to the Contracting Officer a time when such items will be completed.
 - b. Failure of the Architect/Engineer or Project Coordinator and Construction Manager to include any items in the Architect/Engineer's Punch List shall not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents.
 - c. If multiple inspections of items on the Architect/Engineer's Punch List are required due to the Contractor's failure to properly and timely complete them, the Contractor shall be responsible for any additional costs incurred by other Contractors and Tulalip Tribes of Washington resulting from any attendant delay.
- (D) Deferred Items. With the approval of the Contracting Officer, when Final Inspection, items of work cannot be completed because of seasonal condition, such as bituminous paving or landscaping, or if the Contracting Officer agrees that a particular item not be completed until a subsequent date, the Tulalip Tribes of Washington may release payment to the Contractor less the cost of completing the remaining work as determined in the sole discretion of the Tulalip Tribes of Washington.
- (E) Guarantee Period of Inspection. The Contractor will attend a walk-through of the Project scheduled by the Contracting Officer to occur one month prior to the expiration of the one (1) year warranty period provided by the Contractor. The walk-through will be attended by the Contracting Officer.
- a. The Construction Manager, with the assistance of the Architect/Engineer, shall notify the Tulalip Tribes of Washington of any defects in workmanship, materials and equipment

**SECTION TWENTY-FOUR
HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(A) In performing this Contract, the Contractor shall be responsible for: (1) Ensuring that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the health and/or safety of such laborer or mechanic as determined under construction safety and health standards promulgated by any tribal entity or agency having jurisdiction over such matters or any other entity or agency having authority over such matters; (2) Protecting the lives, health, and safety of other persons; (3) Preventing damage to property, materials, supplies, and equipment; and (4) Avoiding work interruptions.

(B) For these purpose, the Contractor shall: (1) Comply with such regulations and standards as may be issued by any tribal entity or agency having jurisdiction over such matters and as issued by the Secretary of labor at 29 agency having jurisdiction over such matters and as issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions under applicable tribal law; and (2) include the terms of this clause in every subcontract so that such terms will be binding on each lower tier subcontractor.

(C) The Contractor shall maintain and accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment and shall report this data in the manner prescribed by applicable tribal law an in the manner prescribed by 29 CFR Part 1904.

(D) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop work order issued under these circumstances. Failure to receive notice from the Contracting Officer under this section shall not relieve Contractor of any of its responsibilities under this section.

(E) The Contractor shall be responsible for its lower tier subcontractor's compliance with the provisions of this clause. The Contractor shall take such action with respect to any lower tier subcontractor as the Owner, or the Tribal entity or agency have jurisdiction over such matters or any other entity or agency having authority over such matters shall direct as a means of enforcing such provisions.

(F) The Contractor shall immediately notify the Contracting Officer in writing if any hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site or believed to be encountered on the site. The Contractor shall immediately stop work in the affected area until the nature of the material or substance has been ascertained and until such remedial or corrective measures, if any are required, has been taken. A compensable time extension shall be issued to the Contractor if jobsite progress is slowed, stalled, suspended, or the Contract terminated as a result of such discovery.

(G) The Contractor will submit to the Contracting Officer prior to the commencement of any work a detailed company safety plan that will be used during the execution of the contract. The plan shall name the on-site company safety officer that will be responsible to conduct on site safety meetings, modify safety plan and make notification to the Contracting Officer in the event of any on-site accidents by an employee of the company. Contractor is responsible to provide the minutes of the safety meetings held by the Company on a weekly basis.

**SECTION TWENTY-FIVE
PROTECTION OF EXISTING VEGETATION, STRUCTURES,
EQUIPMENT, UTILITIES, AND IMPROVEMENTS**

(A) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract.

(B) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this Contract, or by the operation

of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(C) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site; and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.

(D) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.

(E) Any equipment temporarily removed as a result of work under this Contract shall be protected, cleared, and replaced in the same condition as at the time of award of this Contract.

(F) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.

(G) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the specifications or other contract documents.

(H) If the removal of the existing work exposes discolored or unfinished surfaces or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the specifications or other contract documents.

(I) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.

(J) The Contractor shall be responsible for any damages on account of settlement or the loss of lateral support of the adjoined property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for injury or damage to adjoining and adjacent structures and their premises and shall indemnify and save harmless the Owner there from.

(K) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

SECTION TWENTY-SIX TEMPORARY BUILDING AND TRANSPORTATION OF MATERIALS

(A) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Owner. The temporary buildings shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings may be abandoned and need not be removed.

(B) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in performing the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any applicable tribal, federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

**SECTION TWENTY-SEVEN
INSPECTIONS AND ACCEPTANCE OF CONSTRUCTION**

- (A) Definitions. As used in this clause –
- (1) “Acceptance” means the act by which the Contracting Officer approves the work performed under this contract. Acceptance may be partial or complete. (2) “Inspection” means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies during the normal course of construction as identified in the approved Construction Schedule) to determine whether it conforms to contract requirements. (3) “Testing” means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (B) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements, including applicable tribal laws, ordinances, codes, rules and regulations. All work is subject to Owner inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (C) Owner inspections and tests are for the sole benefit of the Owner and do not: (1) Relieve the Contractor of responsibility for providing adequate quality control measures; (2) Relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) Constitute or imply acceptance; or, (4) Affect the continuing rights of the Owner after acceptance of the completed work under paragraph (K) below.
- (D) The presence or absence of an Owner inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer’s written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (E) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Owner may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, when prior rejection makes re-inspection or retest necessary. The Owner shall perform all inspections and test in a manner that will not delay the work. Special, full size and performance tests shall be performed as described in the contract.
- (F) The Contracting Officer may conduct routine inspections of the construction site on a daily basis.
- (G) The Contractor shall, without charge, replace or correct work found by the Contracting Officer not to conform to Contract requirements, unless the Contracting Officer decides that it is in the Owner’s interest to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (H) If the Contractor does not promptly replace or correct rejected work, the Contracting Officer may (1) By contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) Terminate for default the Contractor’s right to proceed.
- (I) If any work requiring inspection is covered up without approval of the Contracting Officer, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. Following inspection and correction of the defective work, if any, the uncovered work must be covered up at the expense of the Contractor.
- (J) If at any time before final acceptance of the entire work, the Contracting Officer considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and materials. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or Subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction, and the Contractor shall not be entitled to any adjustment in the time for completion of the work. If however, such work is found to meet the requirements of the Contract, the Contracting Officer shall make an equitable

adjustment to cover the cost of the examination and reconstruction related to conforming work, including, if completion of the work was thereby delayed, a compensable extension of time to the Contract.

(K) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Contracting Officer determines that the state of preparedness is as represented, the Contracting Officer will conduct the inspection. Unless otherwise specified in the Contract, the Owner shall accept, as soon as practicable after completion and inspection by the Contracting Officer, all work required by the Contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes, or the right under any warranty or guarantee.

(L) Nothing in this clause shall impose any duty on the Owner to conduct any inspection and inspections conducted by the Owner shall be for its sole benefit and use.

SECTION TWENTY-EIGHT WARRANTY OF TITLE

The Contractor warrants good title to all materials, supplies, and equipment, unless purchased by Owner that is incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charge, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien or purported lien upon the premises or anything appurtenant thereto.

SECTION TWENTY-NINE WARRANTY OF CONSTRUCTION

In addition to any other warranties in this contract, the Contractor warrants that work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year (unless otherwise indicated) from the date that the Owner take possession.

(A) The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damages to real or personal property of the Owner or of any other person or entity when the damages is the result of; (1) The Contractor's failure to conform to Contract requirements; or (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(B) The Contractor shall remedy at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damages to real or personal property of the Owner or of any other person or entity when the damages is the result of; (1) The Contractor's failure to conform to Contract requirements; or (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.

(C) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.

(D) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Owner shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractors expense.

(E) With respect to all warranties, express or implied, from lower tier subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall: (1) Obtain all warranties that it would give in normal commercial practice; (2) Require all warranties to be executed in writing and assigned to the Owner, for the benefit of the Owner and its successors and assigns; and (3) Enforce all warranties for the benefit of the Owner and its successors and assigns.

(F) Before final acceptance of the work by the Contracting Officer, the Contractor shall provide to the Contracting Officer all special warranties required to be provided in the specifications or other Contract documents. Any such warranties

to be provided by subcontractors, manufacturers, or suppliers shall comply with the provisions of subparagraph (E) (2) and (E) (3).

(G) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the Owner nor for the repair of any damage that results from any defect in Owner furnished material or design.

(H) Notwithstanding any provisions herein to the contrary, the time limitations established under this clause relate only to the scope of the obligation of the Contractor to correct the work, and has no relationship to the time within which any obligation of the Contractor under this contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to any obligation under this contract. .

(I) These warranties set forth in this clause and elsewhere in the Contract documents shall not limit the Owner's rights with respect to latent defects, gross mistakes or fraud.

SECTION THIRTY PROHIBITIONS AGAINST LIENS

The Contractor is prohibited from placing a lien or purporting to place a lien on the Owner's property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

SECTION THIRTY-ONE CONFLICTS

- (A) In the event of a conflict or discrepancy within, between or among any of the Contract documents, the Contractor shall promptly submit the matter in writing to the Contracting Officer for resolution. The Contracting Officer shall promptly make a determination in writing. Any work completed or action undertaken by the Contractor without such a determination shall be at its own risk and expense.
- (B) In the event of a conflict between the terms of this instrument and the contract exhibits, the terms of this instrument shall take precedence.
- (C) In the event of a conflict between the Contract and applicable tribal law or regulations, the tribal law or regulations shall prevail.

SECTION THIRTY-TWO CLAIMS AND DISPUTES

- (A) "Claim" as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the Contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (B) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall first be resolved under this clause.
- (C) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. Contractor shall give written initial notice to the Contracting Officer of any claim within fourteen (14) days of when Contractor knew, or reasonably should have known, of the event or condition giving rise to an apparent claim. Any claim by Owner against the Contractor shall be submitted to the Contractor in writing. The Contractor shall respond to claims of the Owner within 14 days of receipt of the Owner's claim. The Contractor's response will be reviewed by the Contracting Officer and the Architect and the Contracting Officer shall issue a written determination.

- (D) For claims initiated by Contractor, within 14 days of providing initial written notice of claim as required by 31(C), Contractor shall give supplemental notice of claim to the Contracting Officer describing the claim in reasonable detail including at a minimum: (1) the date and time and description of the event giving rise to the request for adjustment or interpretation of Contract terms, a payment of money, an extension of time or other relief with respect to the terms of the Contract; (2) a statement to the nature of the impacts to the Contractor, its subcontractors or consultants, if any; (3) the amount of the adjustment or an estimate thereof in Contract sum and or Contract time, if any, sought by the Contractor; and (4) the contractual term on which the claim is based. Failure of the Contractor to give an initial notice of claim or supplement the initial notice strictly in compliance with the timeframes set forth in sections 32(C) & (D) shall constitute an absolute and complete waiver, bar and release of such claim.
- (E) The Contracting Officer shall, within 30 days after receipt of the request, provide a written determination of the Contractor's Claim.
- (F) If the Contractor disagrees with the Contracting Officer's decision, it may invoke the dispute resolution procedures in Section 33.
- (G) Compliance with written claim procedures in this Section shall be a required condition precedent to the Contractor invoking the Dispute Resolution procedures in Section 33.
- (H) The Contractor shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, or action arising under or relating to the Contract, and comply with any decision of the Contracting Officer.

SECTION THIRTY-THREE DISPUTE RESOLUTION

Claims, disputes, or other matters in controversy arising out of or related to the Contract, for which the requisites for invoking dispute resolution have been satisfied, shall be subject to mediation as a condition precedent to litigation.

The parties shall endeavor to resolve their Claims by mediation, which, unless the parties mutually agree otherwise, shall be in accordance with the Judicial Arbitration and mediation Services' (JAMS) Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction.

This Agreement shall be governed by the law of the Tulalip Tribes and any applicable federal laws and regulations. The Owner does not hereby consent to jurisdiction under any tribal, state or federal law that would not otherwise apply to the Owner as a Tulalip Tribes governmental entity or activity occurring within Indian Country.

SECTION THIRTY-FOUR POSSESSION UPON SUBSTANTIAL COMPLETION

Owner reserves the right to take over and utilize areas of the work site upon which the Contractor's work has been substantially completed, although other portions of the contracted work remain to be finished. In such an instance, all the Contractor's obligations under this Contract shall remain in force and the Contractor will remain responsible for the entire project covered by this Contract until the Contracting Officer has issued a certificate of completion.

SECTION THIRTY-FIVE CONTRACT COMPLETION

(A) The Contractor, as a condition precedent to execution of the certificate of Contract Completion, release of retainage and final payment, shall provide all Project record documents to the Contracting Officer for review for conformity with the requirements of the Contract Documents, then at the Construction Managers approval may send transmittal to the Architect/Engineer for approval, which may include, without limitation:

- a. Certificate of Occupancy issued by the local building department;

- b. Inspection Certificates required and issued by the authority having jurisdiction, such as Plumbing, Piping Purification, Pressure Piping, Elevator, Boiler, Electrical, etc.;
- c. Letter of Approval from the Fire Marshal for fire suppression system;
- d. Operating and Maintenance Manuals, which shall be organized into suitable sets of manageable size. Indexed data shall be bound in individual binders, with pocket folders for folded sheet information and appropriate identification shall be marked on the front and the spine of each binder;
- e. Neatly and accurately marked sets of As-Built Drawings and other Contract Documents reflecting the actual construction of the Project;
- f. Reproducible detailed Drawings reflecting the exact location of any concealed utilities, mechanical or electrical systems and components;
- g. An electronic copy of all Operating and Maintenance manual documentation, As-Built drawings, Warranties and Guarantees and other Contract Documents in a pdf format;
- h. Assignment to the Tulalip Tribes of Washington of all Warranties and Guarantees, including the most recent address and telephone number of any Subcontractors, Material Suppliers, or manufacturers;
- i. Final waiver and release of claims from all subcontractors that they are paid in full.
- j. A final waiver and release of claims affidavit to certify that the Contractor has paid all Subcontractors, Material Suppliers and laborers in full for all Work performed or materials furnished for the Project.

**SECTION THIRTY-SIX
NOTICES TO THE CONTRACTOR**

Whenever notice is required to be delivered to Owner or Contractor, the same shall be effective when mailed via first class US Mail, postage prepaid, to the following persons of the following addresses:

CONTRACTOR

OWNER Tulalip Tribes (Transportation Department)

The Tulalip Tribes

6406 Marine Drive

Tulalip, WA 98271

Contractor shall notify Owner of any Change of Address.

**SECTION THIRTY-SEVEN
T.E.R.O.**

Contractor agrees that Contract is subject to the Tulalip Tribal Employment Rights Ordinance, TTC 9.05.

IN WITNESS WHEREOF, the parties have executed this agreement at the Tulalip Indian Reservation as of the day and year first above written.

Attest:

Contractor:

Signature

Title

Date

Tulalip Tribes (BOD):

Signature

BOD Chairwoman

Title

Date

SAMPLE

The Tulalip Tribes of Washington
Tulalip Bay Water System Improvements – Phase 1 Project

INTERIM WAIVER AND RELEASE OF CLAIMS

TO THE TULALIP TRIBES OF WASHINGTON (“OWNER”):

_____ (the “Releasing Party”) has furnished labor or services, or supplied materials or equipment (collectively, the “Work”) for construction on the Tulalip Bay Water System Improvements – Phase 1 Project (the “Project”), located at _____, Tulalip, WA 98271.

Upon receipt of payment by the Releasing Party of \$ _____, whether in cash, by check or by joint check, the Releasing Party represents and certifies to Owner that: (i) Releasing Party and all of its subcontractors are in compliance with the terms of their respective contracts; (ii) all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current Application for Payment and there is no known basis for the filing of any claim in respect of the Work except for (a) any claim that the Releasing Party has previously provided written notice to Owner about such claim, and (b) amounts owed to Releasing Party and/or any subcontractor or supplier that are considered Cost of the Work but have been withheld by the Owner; and (iii) waivers and releases from all Subcontractors and/or Suppliers being billed under a Releasing Party Subcontract Agreement or Purchase Agreement have been obtained in form substantially similar hereto as to constitute an effective waiver and release of all known claims. Notwithstanding the foregoing, this Interim Waiver and Release of Claims shall not apply to any amounts owed for Work which has been provided to the Project during a billing period prior to the date hereof where Releasing Party and/or any subcontractor or supplier has not yet requested reimbursement for the cost of the Work provided to the Project.

If any claim covered by this Interim Waiver and Release of Claims is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers, vendors or materialmen at any tier against or with respect to Owner or the Project then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of, such claim and (2) shall indemnify, defend and hold harmless Owner and the Project from and against any and all costs, damages, expenses, court costs and attorney fees arising from such claim or any litigation resulting from such claim.

(the Releasing Party)

DATED: _____

By: _____

Printed Name: _____

Its: _____

[Notary Seal]

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

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The Tulalip Tribes of Washington
Tulalip Bay Water System Improvements – Phase 1 Project

FINAL WAIVER AND RELEASE OF CLAIMS

TO THE TULALIP TRIBES OF WASHINGTON (“OWNER”):

Upon receipt of payment of \$ _____, whether in cash, by check or by joint check, _____ (the “Releasing Party”) has furnished labor or services, or supplied materials or equipment for construction on the Tulalip Bay Water System Improvements – Phase 1 Project (the “Project”), located at _____, Tulalip, WA 98271.

The Releasing Party hereby unconditionally waives and releases any and all claims, stop notices, rights to submit stop notices, suits, demands, protests, damages, losses and expenses of any nature whatsoever (whether under statute, in equity or otherwise and whether received through assignment or otherwise) (each, individually, a “Claim”) against or with respect to The Tulalip Tribes of Washington, which is referred to as the Owner in the Contract Documents, or any other party holding an interest in the Property (collectively, the “Released Parties”), or against or with respect to the Project, the Property, improvements to the Property and materials, fixtures, apparatus and machinery furnished for the Property (collectively, the “Released Properties”).

Upon the receipt of the aforesaid amount, the Releasing Party expressly acknowledges that it has been paid all amounts due and owing to it for work, services, material or equipment in connection with the Work and the Releasing Party represents and warrants that all amounts due and owing to consultants, subcontractors and suppliers below the Releasing Party in connection with this Project have been paid, unless noted herewith as approved by Owner.

If any Claim is made or filed by the Releasing Party or any of its lower tier consultants, subcontractors, suppliers or laborers at any tier against or with respect to any of the Released Parties or any of the Released Properties, then the Releasing Party (1) shall immediately release and discharge, or secure the release or discharge of such Claim and (2) shall indemnify, defend and hold harmless the Released Parties from and against any and all costs, damages, expenses, court costs and attorney fees arising from such Claim or any litigation resulting from such Claim.

(the Releasing Party)

DATED: _____

By: _____

Printed Name: _____

Its: _____

[Notary Seal]

State of: _____ County of: _____

Subscribed and sworn to before me this _____ day of _____

Notary Public: _____

My Commission expires: _____

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Buyer's Retail Sales Tax Exemption Certificate

Do not use this form for resale purchases

This certificate is for:

Single use

You need to show this certificate each time you buy an exempt item.

Blanket certificate

You can use this certificate anytime, as long as you and the seller/marketplace facilitator have a recurring business relationship. A recurring business relationship means you have at least one sale transaction within 12 months (RCW 82.08.050(7)(c)).

Name:

Date:

Mailing address:

City:

State:

Zip:

**I, the undersigned buyer, certify I am making an exempt purchase for the following reason:
(Enter information and/or check applicable box(es)).**

1 Nonresident vessel purchases:

Place of residence:

Type of proof of residence accepted (driver's license, State Issued ID Card, etc) _____,

including any identification numbers _____, and expiration date _____.

Watercraft (make, model and serial number of vessel):

Registered or documented with the US Coast Guard or state of principal use and will leave
Washington waters within 45 days; or

Buyer is a resident of a foreign country. Purchase is for use outside Washington and will
leave Washington water within 45 days.

Seller's signature:

2 Electric vehicles/vessels:

- a. Batteries or fuel cells for electric vehicles and services for installing, repairing, or improving electric vehicle batteries and fuel cells.
- b. Tangible personal property that will become a component of a battery or fuel cell electric vehicle infrastructure and labor and services for installing, constructing, repairing, or improving battery or fuel cell electric vehicle infrastructure, including hydrogen fueling stations.
- c. Zero emissions buses.
- d. Vessels equipped with battery-powered electric marine propulsion systems or the systems themselves with continuous power greater than 15kW.
- e. Batteries and battery packs or shoreside battery infrastructure used to exclusively power electric marine propulsion systems operating at a continuous power greater than 15kW.

3 Intrastate air transport:

Airplanes for use in providing intrastate air transportation by a commuter air carrier and the sale of repair and related services for these airplanes.

4 Interstate or foreign commerce or commercial deep sea fishing business:

- a. Motor vehicle, trailers and component parts thereof used to transport persons or property for hire in interstate or foreign commerce.
- b. Airplanes, locomotives, railroad cars or watercraft and component parts thereof used in transporting persons or property for hire.
- c. Labor and services rendered to construct, repair, clean, alter or improve for hire carrier property.
- d. Items for use connected with private or common carriers engaged in air, rail or water in interstate or foreign commerce. (Note: Items consumed in the state are subject to use tax.)
- e. Watercraft, component parts, labor and services, and/or diesel fuel used in a qualifying commercial deep sea fishing operation.

Registered vessel name:

Vessel number:

- f. Purchases of liquefied natural gas (LNG) by private or common waterborne carriers in interstate or foreign commerce. The exemption applies to ninety percent of LNG transported and consumed outside this State by the buyer.

5 Other:

Prescription items: You must use the Sales Tax Exemption Certificate for Health Care Providers to claim exemptions for items prescribed for human use and other medical purchases.

- a. Waste vegetable oil used to produce biodiesel fuel for personal use.
- b. Equipment rental and purchase of services for use in motion picture and video production.
- c. Objects of art or cultural value purchased by an artistic or cultural organization.
- d. Adaptive automobile equipment purchased by disabled veterans.
- e. Animal pharmaceuticals purchased by veterinarians. This exemption does not apply to pharmaceuticals for pets (describe):
- f. Computer hardware, peripherals, software and related installation, used by the aerospace industry.
- g. Labor, services and tangible personal property related to the constructing of new buildings by a manufacturer of commercial airplanes, fuselages, or wings of a commercial airplane, or by a port district, political subdivision, or municipal corporation to be leased to such a manufacturer.
- h. Computer hardware, peripherals, software and related installation, purchased by publishers and printers.
- i. City, County, Tribal, or Inter-Tribal Housing Authorities.
- j. Tangible personal property for use in a noncontiguous state delivered to the usual receiving terminal of the shipper.
 Types of goods purchased:
 Point of delivery: _____ Carrier/agent: _____
- k. Gases and chemicals used by a manufacturer or processor for hire in the production of semiconductor materials.
- l. Hog fuel used to produce electricity, steam, heat, or biofuel.
- m. Tangible personal property under the weatherization assistance program.
- n. Trail grooming services.
- o. Honey bees, honey bee feed purchased by an eligible apiarist. Apiarist ID #:
- p. Federal credit union purchases.
- q. Wax, ceramic materials, and labor used to create molds consumed during the process of creating investment castings.
- r. Sales of ferry vessels to the state or local governmental units, components thereof, and labor and service charges.
- s. Joint Municipal Utilities Services Authority.
- t. Paratransit vehicles purchased by paratransit service providers.
- u. Large/private airplanes purchased by nonresidents.
- v. Standard financial information purchased by qualifying international investment management companies and their affiliates.

- w. Material and supplies directly used in the packing of fresh perishable horticultural products by persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers.
- x. Vessel deconstruction services.
- y. Only for delivered bottled water No source of potable water Prescribed water
Purchased with food stamps (SNAP)
- z. Anaerobic digesters and repair services.
- aa. Purchases of solar energy machinery and equipment that generates at least 1 kilowatt (kW) and no more than 100 kW of electricity and labor and services rendered in regard to installation of such equipment.
- bb. Ride-sharing vehicles to be used in certain rideshare programs.
- cc. Mobility enhancing equipment for complex needs patients.

Items purchased:

Certification:

I, the undersigned buyer, understand that by completing and signing this certificate I am certifying that I qualify for the tax exempt purchase(s) indicated above. I understand that I will be required to pay sales or use tax on purchases that do not qualify for an exemption. In addition, I understand that false or erroneous use of this certificate will result in liability for unpaid tax with interest and may result in additional penalties.

Type of entity: Individual Corporation Sole Proprietor Partnership
Other (explain)

Type of business: Account ID:

Buyer name: Title:

Street address:

City, State, Zip:

Buyer signature:

**Seller must retain the original of this certificate for their records.
Do not send a copy of this certificate to the Department of Revenue.**

Instructions

Buyer's must ensure entitlement to the exemption before using this certificate.

For information regarding exemptions, contact Washington State Department of Revenue Taxpayer Information Center at 360-705-6705 or visit our website at dor.wa.gov.

Line 1 applies to watercraft purchased by a nonresident for use outside Washington when delivery take place in Washington. The buyer must provide proof of residency (picture ID) and check the applicable box. By checking the box, the buyer certifies that the vessel will leave Washington State waters within forty-five days. Sellers must examine and document the proof of residency provided by the buyer. **Seller must sign the form.** By signing the form, the seller certifies that the seller has examined and listed the buyer's proof of residency. See WAC 458-20-238 for acceptable proof of residency for corporations, partnerships and limited liability companies. Reference: RCW 82.08.0266, RCW 82.08.02665 and WAC 458-20-238.

Line 2a applies to the purchase of batteries or fuel cells for electric vehicles and services for installing, repairing, or improving electric vehicle batteries and fuel cells. Reference: RCW 82.08.816.

Line 2b applies to the purchase of tangible personal property that will become a component of an electric vehicle infrastructure or to labor and services rendered in respect to installing, constructing, repairing, or improving electric vehicle infrastructure, including hydrogen fueling stations. Reference: RCW 82.08.816.

Line 2c applies to the purchase of zero emissions buses. Reference: RCW 82.08.816.

Line 2d applies to the purchases of vessels with battery- powered electric marine propulsion systems or the systems themselves with continuous power greater than 15 kW. Reference: RCW 82.08.996.

Line 2e applies to the purchase of marine batteries, shoreside infrastructure, and related labor and installation charges used with electric vessel marine propulsion systems. Reference: 82.08.996.

Line 3 applies to the purchase of airplanes for use in providing intrastate air transportation by a commuter air carrier and the sale of repair and related services for these airplanes. Commuter air carriers are air carriers holding authority under Title 14, part 298 of the code of federal regulations that carries passengers on at least five round trips per week on at least one route between two or more points. Reference: RCW 82.08.0262 and 82.12.0254.

Line 4a applies to the purchase of motor vehicles, or trailers by a business operating or contracting to operate for the holder of a carrier permit issued by the Interstate Commerce Commission. The exemption also applies to component parts and repairs of such carrier property including labor and services rendered in the course of constructing, repairing, cleaning, altering or improving the same. The buyer must attach a list stating make, model, year, serial number, motor number and ICC permit number. Reference: RCW 82.08.0263 and WAC 458-20-174.

Line 4b applies to the purchase of airplanes, locomotives, railroad cars, or watercraft for use in conducting interstate or foreign commerce by transporting therein or there with persons or property for hire. The exemption also applies to component parts of such carrier property. Reference: RCW 82.08.0262 and WAC 458-20-175.

Line 4c applies to charges for labor and services rendered in the course of constructing, repairing, cleaning, altering or improving carrier property when carrier property is used for hire. Reference: RCW 82.08.0262 and WAC 458-20-175.

Line 4d applies to the purchase of durable goods or consumables, other than those mentioned in line 4b, for use in connection with interstate or foreign commerce by such businesses. The goods must be for exclusive use while engaged in transporting persons or property in interstate or foreign commerce. The exemption does not apply to charges for labor or services in regard to the installing, repairing, cleaning or altering of such property. Although exempt from retail sales tax, materials are subject to use tax if consumed in Washington. Unregistered businesses must attach a list stating the description and quantity of items that will be consumed in Washington and pay use tax to the seller. Reference: RCW 82.08.0261 and WAC 458-20-175.

Line 4e applies to the purchase of vessels, component parts, or repairs by persons engaged in commercial deep sea fishing operations outside the territorial waters of the state of Washington. The exemption also applies to the purchase of diesel fuel used in commercial deep or commercial passenger fishing operations when annual gross receipts from the operations are at least five thousand dollars. Reference: RCW 82.08.0262, RCW 82.08.0298, and WAC 458-20-176.

Line 4f applies to the purchase of LNG by carriers that are registered with the Department of Revenue. Carriers not registered with the Department must pay sales tax on all LNG at the time of purchase, and may later apply for a partial refund directly from the Department.

Line 5a applies to the purchase of waste vegetable oil from restaurants and food processors to produce biodiesel fuel for personal use. The exemption does not apply to persons that are engaged in selling biodiesel fuel at wholesale or retail. Reference: RCW 82.08.0205.

Line 5b applies to the rental of production equipment and purchases of production services by motion picture and video production companies. Reference: RCW 82.08.0315 and Motion Picture-Video Production Special Notice.

Line 5c applies to the purchase of objects of art or cultural value, and items used in the creation of a work of art (other than tools), or in displaying art objects or presenting artistic or cultural exhibitions or performances by artistic or cultural organizations. Reference: RCW 82.08.031 and WAC 458-20-249.

Line 5d applies to the purchases of add-on adaptive automotive equipment purchased by disabled veterans and disabled members of the armed forces currently on active duty. To qualify the equipment must be prescribed by a physician and the purchaser must be reimbursed by the Department of Veterans Affairs and the reimbursement must be paid directly to the seller. Reference: RCW 82.08.875.

Line 5e applies to the purchase of animal pharmaceuticals by veterinarians or farmers for the purpose of administering to an animal raised for sale by a farmer. Animal pharmaceuticals must be approved by the United States Food and Drug Administration or the United States Department of Agriculture. This exemption does not extend to or include pet animals. Reference: RCW 82.08.880.

Line 5f applies to the purchase of computer hardware, peripherals, and software, and related installation, not otherwise eligible for the M&E exemption, used primarily in development, design, and engineering of aerospace products or in providing aerospace services. Reference: RCW 82.08.975.

Line 5g applies to charges for labor and services rendered in respect to the constructing of new buildings used primarily to manufacture commercial airplanes, fuselages of commercial airplanes, or wings of commercial airplanes. The exemption is available to manufacturers engaged in manufacturing commercial airplanes, fuselages of commercial

airplanes, or wings of commercial airplanes. It is also available to port districts, political subdivisions, or municipal corporations who lease an eligible facility to a manufacturer engaged in eligible manufacturing activities. The exemption also applies to sales of tangible personal property that will become a component of such buildings during the course of the constructing, and to labor and services rendered in respect to installing, during the course of constructing, building fixtures not otherwise eligible for the exemption under RCW 82.08.02565(2)(b). Reference: RCW 82.08.980 and RCW 82.32.850.

Line 5h applies to the purchase of computer hardware, peripherals, digital cameras, software, and related installation not otherwise eligible for the M&E exemption that is used primarily in the printing or publishing of printed materials. The exemption includes repairs and replacement parts. Reference: RCW 82.08.806.

Line 5i applies to all retail purchases of goods and services by City, County, Tribal, or Inter-Tribal Housing Authorities. Reference: RCW 35.82.210.

Line 5j applies to the purchase of goods for use in a state, territory or possession of the United States which is not contiguous to any other state such as Alaska, Hawaii, Guam, and American Samoa. For the exemption to apply, the seller must deliver the goods to the usual receiving terminal of the for-hire carrier selected to transport the goods. Reference: RCW 82.08.0269.

Line 5k applies to the purchase of gases and chemicals by a manufacturer or processor for hire in the production of semiconductor materials. Limited to gases and chemicals used to grow the product, deposit or grow permanent or sacrificial layers on the product, to etch or remove material from the product, to anneal the product, to immerse the product, to clean the product, and other uses where the gases and chemicals come into direct contact with the product during the production process, or gases and chemicals used to clean the chambers and other like equipment in which processing takes place. Reference: RCW 82.08.9651.

Line 5l applies to the purchase of hog fuel to produce electricity, steam, heat, or biofuel. Hog fuel is defined as wood waste and other wood residuals including forest derived biomass. Hog fuel does not include firewood or wood pellets. Reference: RCW 82.08.956.

Line 5m applies to the purchase of tangible personal property used in the weatherization of residences under the weatherization assistance program. The tangible personal property must become a component part of the residence. Reference: RCW 82.08.998.

Line 5n applies to the purchase of trail grooming services by the state of Washington and nonprofit corporations organized under chapter 24.03 RCW. Trail grooming activities include snow compacting, snow redistribution, or snow removal on state or privately-owned trails. Reference: RCW 82.08.0203.

Line 5o applies to all honey bees and honey bee feed (e.g. sugar) purchased by an eligible apiarist. An eligible apiarist is a person who: owns or keeps one or more bee colonies; grows, raises, or produces honey bee products for sale at wholesale; and registers their hives/colonies with the WA State Department of Agriculture as required by RCW 15.60.021. References: RCW 82.08.0204 and RCW 82.08.200.

Line 5p applies to the purchase of goods and retail services by federally chartered credit unions. Federal credit unions are exempt from state and local consumer taxes under federal law, such as sales tax, lodging taxes and rental car tax. To be exempt, the federal credit union must pay for goods and services directly, such as by a check written on the federal credit union or a credit card issued to the federal credit union. Sellers should keep a copy of the check or credit card used for payment to substantiate the exempt nature of the sale. Reference: WAC 458-20-190.

Line 5q applies to the purchase of wax and ceramic materials used to create molds consumed during the process of creating ferrous and nonferrous investment castings used in industrial applications. Also applies to labor or services used to create wax patterns and ceramic shells used as molds in this process. Reference: RCW 82.08.983.

Line 5r applies to sales of ferry vessels to the state of Washington or to a local governmental unit in the state of Washington for use in transporting pedestrians, vehicles, and goods within or outside the territorial waters of the state. The exemption also applies to sales of tangible personal property which becomes a component part of such ferry vessels and sales of or charges made for labor and services rendered in respect to constructing or improving such ferry vessels. Reference RCW 82.08.0285.

Line 5s applies to cities, counties, and other municipalities that create a Joint Municipal Services Authority. Reference: RCW 82.08.999.

Line 5t applies to purchases of small buses, cutaways, and modified vans not more than 28 feet long by a public social service agency (transit authority) or a private, nonprofit transportation provider. Reference: RCW 82.08.0287.

Line 5u applies to purchases of private airplanes by nonresidents weighing over 41,000 pounds. It also provides an exemption for charges for repairing, cleaning, altering or improving such airplanes owned by nonresidents. A nonresident qualifies for these exemptions when they are not required to register the airplane with the Department of Transportation. Reference: RCW 82.08.215.

Line 5v applies to the purchase and use of standard financial information by a qualifying international investment management companies and their qualifying affiliates to \$15 million dollars in a calendar year. The standard financial information may be provided in a tangible format (e.g. paper documents), on a tangible media (e.g. DVD, USB drive, etc.) or as a digital product transferred electronically. Reference: RCW 82.08.207.

Line 5w applies to purchases of materials and supplies used in packing horticultural products. The exemption applies only to persons who receive, wash, sort, and pack fresh perishable horticultural products for farmers as defined in RCW 82.04.330 and that are entitled to a deduction under RCW 82.04.4287 either as an agent or an independent contractor. Reference: RCW 82.08.0311.

Line 5x applies to deconstruction of vessels. "Vessel deconstruction" means permanently dismantling a vessel, including: Abatement and removal of hazardous materials; the removal of mechanical, hydraulic, or electronic components or other vessel machinery and equipment; and either the cutting apart or disposal, or both, of vessel infrastructure. For the purposes of this subsection, "hazardous materials" includes fuel, lead, asbestos, polychlorinated biphenyls, and oils. "Vessel deconstruction" does not include vessel modification or repair. In order to qualify for this exemption the vessel deconstruction must be performed at either a qualified vessel deconstruction facility; or an area over water that has been permitted under section 402 of the clean water act of 1972 (33 U.S.C. Sec. 1342) for vessel deconstruction. Reference RCW 82.08.9996.

Line 5y this sales tax exemption only applies to bottled water delivered to the buyer in a re-usable container not sold with the water under one of the following three conditions:

1. No Source of Potable Water – Retail sales and use taxes do not apply to sales of bottled water for human use to persons who do not have a readily available source of potable water. Potable water is water that is safe for human consumption.

2. Water dispensed to patients pursuant to a prescription – Retail sales and use taxes do not apply to sales of bottled water for human use dispensed or to be dispensed to patients, pursuant to a prescription for use in the cure, mitigation, treatment, or prevention of disease or medical condition.

“Prescription” means an order, formula, or recipe issued in any form of oral, written, electronic, or other means of transmission by a duly licensed practitioner authorized by the laws of this state to prescribe.

3. Purchased under the Supplemental Nutrition Assistance Program (SNAP), formerly known as the Food Stamp Program.

Line 5z applies to the purchases by owners and operators of anaerobic digesters of services to install, construct, repair, clean, alter, or improve an anaerobic digester. Also applies to purchases of tangible personal property that becomes an ingredient or component of the anaerobic digester. As of July 1, 2018 this includes equipment necessary to process biogas and digestate from an anaerobic and biogas from a landfill into marketable coproducts. See RCW 82.08.900.

Line 5aa applies to the purchases of solar energy machinery and equipment that generates at least 1 kilowatt and no more than 100kW of electricity. This exemption also applies to the labor and services purchased to install such machinery and equipment. Reference: RCW 82.08.962.

Line 5bb applies to purchases of vehicles by a public transportation agency, a major employer, or employees of major employers, to be primarily used for ride sharing or ride sharing for persons with special transportation needs. The vehicle and use of vehicle must meet the criteria in RCW 82.08.0287.

Line 5cc applies to the purchase of mobility enhancing equipment used by a complex needs patient to meet the user's specific and unique medical, physical, and functional needs and capacities for basic activities when medically necessary to prevent hospitalization or institutionalization.

“Complex needs patient” means an individual with a diagnosis or medical condition that results in significant physical or functional needs and capacities.

“Mobility enhancing equipment” means equipment, including repair and replacement parts for mobility enhancing equipment that:

- Is primarily and customarily used to provide or increase the ability to move from one place to another and that is appropriate for use either in a home or a motor vehicle;
- Is not generally used by persons with normal mobility; and
- Does not include any motor vehicle or equipment on a motor vehicle normally provided by a motor vehicle manufacturer. Reference SSB 5218, Chapter 319 Laws of 2023.

Special Provisions

INTRODUCTION TO THE SPECIAL PROVISIONS

(*****)

The work on this project shall be accomplished in accordance with the *Standard Specifications for Road, Bridge and Municipal Construction*, 2024 edition, as issued by the Washington State Department of Transportation (WSDOT) and the American Public Works Association (APWA), Washington State Chapter (hereafter “Standard Specifications”). The Standard Specifications, as modified or supplemented by the Amendments to the Standard Specifications and these Special Provisions, all of which are made a part of the Contract Documents, shall govern all of the Work.

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 project-specific Special Provisions are designated by “(*****)”. The GSPs are labeled under the headers of each GSP, with the effective date of the GSP and its source. For example:

(March 8, 2013 APWA GSP)
(April 1, 2013 WSDOT GSP)

Also incorporated into the Contract Documents by reference are the following documents, regulations and/or requirements, which shall supersede any conflicting provisions of the Standard Specifications and are made a part of this contract; provided, however, that if any of the following documents, regulations and/or requirements are less restrictive than Washington State law, then the Washington State law shall prevail. Contractor shall obtain copies of these publications at Contractor’s own expense.

- *Manual on Uniform Traffic Control Devices for Streets and Highways*, currently adopted edition, with Washington State modifications, if any
- *Standard Plans for Road, Bridge and Municipal Construction*, WSDOT/APWA, current edition
- *Engineering Design and Development Standards*, Snohomish County Public Works, current edition

SPECIAL PROVISIONS - Continued

1

2

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1 **DIVISION 1**

2 **GENERAL REQUIREMENTS**

3 **DESCRIPTION OF WORK**

4 (*****)

5 Tulalip Bay Water System Improvements – Phase 1.

6
7 The Work includes construction of approximately 40 linear feet of restrained 8-inch-
8 diameter PVC C900 pipe, 1,975 linear feet of restrained 6-inch-diameter PVC C900
9 pipe, 40 linear feet of restrained 4-inch-diameter PVC C900 pipe and associated
10 restrained fittings, 45 water service meter assemblies combination of near and far
11 sides, 78 new water meter and PRV, thirteen 6-inch gate valves, three 8-inch gate
12 valves, two fire hydrant assemblies, one 2-inch combined air/vac valve assembly, and
13 two 2-inch blowoff assemblies. The Work also includes seven connections to the
14 existing 2-, 6- and 8-inch water system, property restoration, temporary erosion and
15 sediment control, and roadway/trench restoration.

16 **1-01 DEFINITIONS AND TERMS**

17
18 **1-01.3 Definitions**

19
20 The tenth, eleventh, and twelfth paragraphs of Section 1-01.3 are deleted.

21
22 The following new terms and definitions are inserted after the twentieth paragraph of
23 Section 1-01.3:

24
25 (*****)

26 **Dates**

27
28 ***Bid Opening Date***

29 The date on which the Contracting Agency publicly opens and reads the bids.

30
31 ***Award Date***

32 The date of the formal decision of the Contracting Agency to accept the
33 lowest responsible and responsive bidder for the Work.

34
35 ***Contract Execution Date***

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

37
38 ***Notice to Proceed Date***

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

40
41 ***Substantial Completion Date***

42 The day the Engineer determines the Contracting Agency has full and
43 unrestricted use and benefit of the facilities, both from the operational and

SPECIAL PROVISIONS - Continued

1 safety standpoint, any remaining traffic disruptions will be rare and brief, and
2 only minor incidental work, replacement of temporary substitute facilities,
3 plant establishment periods or correction or repair remains for the Physical
4 Completion of the total Contract.

5
6 **Physical Completion Date**

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

10
11 **Completion Date**

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

16
17 **Final Acceptance Date**

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

19
20 The following definitions in Section 1-01.3 are replaced and revised to read:

21
22 (*****)

23 **Award**

24 The formal decision of the Contracting Agency to accept the most responsible
25 and responsive Bidder for the Work.

26
27 **Contracting Agency**

28 Agency of Government that is responsible for the execution and administration of
29 the Contract. "Contracting Agency" refers to the Tulalip Tribes of Washington.

30
31 **Engineer**

32 The Contracting Agency's representative who administers the construction
33 program for the Contracting Agency.

34
35 **Inspector**

36 The Contracting Agency's representative who inspects Contract performance in
37 detail.

38
39 **Laboratory**

40 The laboratories of the Contracting Agency, or other laboratories the Contracting
41 Agency authorizes to test Work, soils, and materials.

42
43 **Project Engineer**

44 The Engineer's representative who directly supervises the engineering and
45 administration of a construction project.

SPECIAL PROVISIONS - Continued

1 Section 1-01.3 is supplemented with the following:

2
3 (*****)

4 All references to “final contract voucher certification” shall be interpreted to mean
5 the final payment form established by the Contracting Agency.

6 The venue of all causes of action arising from the advertisement, award, execution,
7 and performance of the contract shall be specified by the Contracting Agency.

8 9 **Additive**

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

13 14 **Alternate**

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

18 19 **Alternative Dispute Resolution**

20 A method of resolving disputes other than arbitration or litigation.

21 22 **Business Day**

23 A business day is any day from Monday through Friday, except holidays as listed
24 in Section 1-08.5.

25 26 **Construction Manager**

27 The individual or firm responsible for providing administration, management and
28 related services as required to coordinate the Project, coordinate the Contractors
29 and provide other services identified in the Contract Documents.

30 31 **Contract Time**

32 The period of time established by the terms and conditions of the contract within
33 which the work must be completed.

34 35 **Indian/Native American**

36 The term “Indian or Native American” shall mean any person who is a member of
37 a federally recognized Indian tribe, and recognized as an Indian by the United
38 States, pursuant to its trust responsibility to American Indians.

39 40 **Liquidated Damages**

41 The sum established in the Contract Documents as the predetermined measure of
42 damages to be paid to the Tulalip Tribes of Washington due to the Contractor's
43 failure to complete the Work, or portions thereof, within stipulated times.

SPECIAL PROVISIONS - Continued

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NAOB or NAOB's

Native American Owned Business that has been certified by Tulalip TERO.

Notice of Intent to Award

The notice provided to the apparently successful Bidder stating that upon satisfactory compliance with all conditions precedent for execution of the Contract Form, within the time specified, the Tulalip Tribes of Washington intends to execute a Contract Form with the Bidder.

Notice to Proceed

A notice provided by the Tulalip Tribes of Washington to the Contractor authorizing the Contractor to proceed with the Work and establishing the date for completion of the Work.

Preference/Preferred Employee/Hiring

The term "Preferred Employee" shall mean a person entitled to a preference in employment under Ordinance No. 60, who must be hired in tier preference order before a non-Indian person, whenever an opening is available.

Regulations/Ordinance

Shall mean the regulations implementing any Ordinance adopted by the Tulalip Tribal Employment Rights Commission and the Tulalip Board of Directors, which is a law within the boundaries of the reservation.

Request for Information (RFI)

Written request from the Contractor to the Engineer, through the Construction Manager, seeking an interpretation or clarification of the Contract Documents.

Reservation

Shall mean all lands and waters within the exterior boundaries of the Tulalip Indian Reservation or within the jurisdiction of the Tulalip Tribes.

Samples

Physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and establish Standards by which the Work will be judged.

Surety

A person or entity providing a Bid Guaranty or a Bond to a Bidder or a Contractor, as applicable, to indemnify the Tulalip Tribes of Washington against all direct and consequential damages suffered by failure of the Bidder to enter into the Contract, or by failure of the Contractor to perform the Contract and to pay all lawful claims of Subcontractors, Material Suppliers and laborers, as applicable.

TERO

Means the "Tulalip Tribal Employment Rights Office".

SPECIAL PROVISIONS - Continued

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Traffic

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

Tribal Court

Shall mean the tribal court of the Tulalip Tribes of Washington.

Tribal Entity

Means all subsidiary entities of the Tulalip Tribes and is intended to be as broad and encompassing as possible to ensure the Ordinance’s coverage over all employment and contract activities within the Nation’s jurisdiction and the term shall be so interpreted by the Commission and the Courts.

Tribal Preference

Is the process of hiring applicants which gives tribal members a higher preference in employment on tribally funded projects or tribal entities.

Tribal Member

The term “Tribal Member” and the term “Member” shall mean any person who is an enrolled member of the Tulalip Tribes.

Tribe

The term “Tribe” or “Tribes” shall mean the Tulalip Tribes of Washington, unless the context clearly indicates otherwise.

Tulalip TERO Code

The Tulalip “Tribal Employment Rights Office” (TERO) Code is the Tribal law which establishes the methods and procedures to give preference to Indians in hiring promotions, training and all other aspects of employment contracting and subcontracting and specifies the methods and procedures for providing preference to certified NAOB’s when contracting and subcontracting for goods or services on the Reservation.

Tulalip Tribes

See Tulalip Tribes of Washington.

Tulalip Tribes of Washington

The Owner or entity for whom the Project is being constructed.

Tulalip Tribes’ Project Manager

The Tulalip Tribes’ representative who provides management and oversight for the project.

SPECIAL PROVISIONS - Continued

1 **Unit Price**
2 An amount stated in the bid as the price per unit of measurement for materials or
3 services described in the Contract Documents, which cost shall include overhead,
4 profit and any other expense for the Work.

5
6 **Veteran**
7 Shall mean a person who has been honorably discharged from the active, reserve,
8 or National Guard armed forces of the United States including Army, Navy,
9 Marines, Air Force, and Coast Guard.

10
11 **Warranty**
12 Legally enforceable assurance of the quality and performance of materials and
13 equipment.

14
15 **Waters of the Tribes**
16 "Waters of the Tribes" means all streams, lakes, ponds, wetlands, salt waters,
17 watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems,
18 drainage systems, and all other bodies or accumulations of water, surface and
19 underground, natural or artificial, public or private, which are contained within, flow
20 through, or border upon:

21
22 The lands, wetlands, and tidelands within the boundaries of the Tulalip Tribes
23 Reservation; or

24
25 All lands, wetlands or tidelands outside the exterior boundaries of the
26 Reservation which are held in fee by the Tulalip Tribes or held in trust by the
27 United States government for the benefit of the Tulalip Tribes or its individual
28 members; and

29
30 All lands, wetlands, or tidelands deemed Tulalip "Indian Country" as defined in
31 18 U.S.C. 1151.

32
33 **Work**
34 The construction and services required by the Contract Documents, to include all
35 labor, materials, equipment and services performed or provided by the Contractor
36 for the Project.

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

38
39 **1-02.1 Prequalification of Bidders**
40 (*****)

41
42 Delete this Section. See Instructions to Bidders.

43

SPECIAL PROVISIONS - Continued

1 **1-02.2 Plans and Specifications**

2 (*****)

3
4 Delete this Section and replace it with the following:

5
6 Information as to where Bid Documents can be obtained or reviewed is contained
7 in the Call for Bids (Advertisement for Bids) for the work.

8
9 After award of the Contract, plans and specifications will be issued to the
10 Contractor at no cost as detailed below:

11

To Prime Contractor	No. of Sets	Basis of Distribution
Plans (11" x 17")	3	Furnished automatically upon award.
Contract Provisions	3	Furnished automatically upon award.

12
13 Additional plans and Contract Provisions may be obtained by the Contractor from
14 the source stated in the Call for Bids, at the Contractor's own expense.

15
16 **1-02.4 Examination of Plans, Specifications, and Site of Work**

17
18 **1-02.4(1) General**

19
20 (December 30, 2022 APWA GSP Option B)

21 The first sentence of the ninth paragraph, beginning with "Prospective Bidder desiring...",
22 is revised to read:

23 Prospective Bidders desiring an explanation or interpretation of the Bid
24 Documents, shall request the explanation or interpretation in writing by close of
25 business *** 5 *** business days preceding the bid opening to allow a written reply
26 to reach all prospective Bidders before the submission of their Bids.

27
28 This Section is supplemented with the following:

29
30 (*****)

31 Contractor shall review the entire Contract to ensure that the completeness of their
32 Proposal includes all items of Work regardless of where shown in the Contract.
33 Bidders are cautioned that alternate sources of information (copies of the Contract
34 obtained from third parties) are not necessarily an accurate or complete
35 representation of the Contract. Bidders shall use such information at their own
36 risk.

37
38 The full Geotechnical Report, which includes soil log information, is included in the
39 Appendix and is referenced information.

SPECIAL PROVISIONS - Continued

1 **1-02.4(2) Subsurface Information**

2
3 Delete this Section and replace it with the following:

4
5 (*****)

6 If the Contracting Agency has made a subsurface investigation of the site of the
7 proposed Work, the boring log data and soil sample test data accumulated by the
8 Contracting Agency will be made available for inspection by the Bidders. However,
9 the Contracting Agency makes no representation or warranty, expressed or
10 implied, that:

- 11
- 12 a. The Bidders' interpretations from the boring logs may be correct;
 - 13
 - 14 b. Moisture conditions and indicated water tables will not vary from those
15 found at the time the borings were made;
 - 16
 - 17 c. The ground at the location of the borings has not been physically
18 disturbed or altered after the boring was made; and
 - 19
 - 20 d. Conditions below the surface of the ground are consistent throughout
21 the site with the information made available hereunder, or that conditions
22 to be encountered on the site are uniform or consistent with geological
23 conditions usually encountered in the area.

24
25 The Contracting Agency makes no representations, guarantees, or warranties as
26 to the condition, materials, or proportions of the materials between the specific
27 borings, regardless of any subsurface information the Contracting Agency may
28 make available to the prospective Bidders. Bidders are solely responsible for
29 making the necessary investigations to support and/or verify any conclusions or
30 assumptions used in preparation of their bids.

31
32 Any subsurface investigations and analysis were carried out for design purposes
33 only. Contractor may not rely upon or make any claim against Contracting Agency,
34 Engineer, or any of their subconsultants, with respect to:

- 35
- 36 1. The completeness of such reports for Contractor's purposes, including, but
37 not limited to, any aspects of the means, methods, techniques, sequences,
38 and procedures of construction to be employed by Contractor, and safety
39 precautions and programs incident thereto; or
 - 40
 - 41 2. Other conclusions, interpretations, opinions, representations, and
42 information contained in such reports; or
 - 43
 - 44 3. Any Contractor interpretation of or conclusion drawn from any "technical
45 data" or any such other data, conclusions, interpretations, opinions or
46 information.

SPECIAL PROVISIONS - Continued

1 **1-02.5 Proposal Forms**

2 (*****)

3

4 Section 1-02.5 is deleted in its entirety.

5

6 **1-02.6 Preparation of Proposal**

7

8 The first paragraph of Section 1-02.6 is revised to read:

9

10 (*****)

11 The Contracting Agency will accept only those Proposals properly executed on
12 the forms it provides.

13

14 The third paragraph of Section 1-02.6 is revised to read:

15

16 (*****)

17 In the space provided on the Bid Proposal Form, the Bidder shall confirm that all
18 Addenda have been received.

19

20 (*****)

21 The fourth paragraph of Section 1-02.6 is deleted in its entirety.

22

23 **1-02.7 Bid Deposit**

24 (*****)

25

26 Section 1-02.7 is deleted in its entirety.

27

28 **1-02.9 Delivery of Proposal**

29 (*****)

30

31 Section 1-02.9 is deleted in its entirety.

32

33 **1-02.10 Withdrawing, Revising, or Supplementing Proposal**

34 (*****)

35

36 Section 1-02.10 is deleted in its entirety.

37

38 **1-02.11 Combination and Multiple Proposals**

39 (*****)

40

41 Section 1-02.11 is deleted in its entirety.

42

43 **1-02.12 Public Opening of Proposals**

44 (*****)

45

46 Section 1-02.12 is deleted in its entirety.

47

SPECIAL PROVISIONS - Continued

1 **1-02.15 Pre-Award Information**
2 (December 30, 2022 APWA GSP)

3
4 Revise this section to read:

5
6 Before awarding any contract, the Contracting Agency may require one or more of
7 these items or actions of the apparent lowest responsible bidder:

- 8
9 1. A complete statement of the origin, composition, and manufacture of any or all
10 materials to be used,
11
12 2. Samples of these materials for quality and fitness tests,
13
14 3. A progress schedule (in a form the Contracting Agency requires) showing the
15 order of and time required for the various phases of the work,
16
17 4. A breakdown of costs assigned to any bid item,
18
19 5. Attendance at a conference with the Engineer or representatives of the
20 Engineer,
21
22 6. Obtain, and furnish a copy of, a business license to do business in the city or
23 county where the work is located.
24
25 7. Any other information or action taken that is deemed necessary to ensure that
26 the bidder is the lowest responsible bidder.

27 **1-03 AWARD AND EXECUTION OF CONTRACT**

28
29 **1-03.1 Consideration of Bids**
30 (*****)

31
32 Section 1-03.1 is deleted in its entirety.

33
34 **1-03.2 Award of Contract**
35 (*****)

36
37 Section 1-03.2 is deleted in its entirety.

38
39 **1-03.3 Execution of Contract**
40 (*****)

41
42 Section 1-03.3 is deleted in its entirety.
43

SPECIAL PROVISIONS - Continued

1 **1-03.4 Contract Bond**

2 (*****)

3
4 Section 1-03.4 is deleted in its entirety.

5
6 **1-03.5 Failure to Execute Contract**

7 (*****)

8
9 Section 1-03.5 is deleted in its entirety.

10
11 **1-03.6 Return of Bid Deposit**

12 (*****)

13
14 Section 1-03.6 is deleted in its entirety.

15
16 **1-03.7 Judicial Review**

17 (*****)

18
19 Section 1-03.7 is deleted in its entirety.

20 **1-04 SCOPE OF THE WORK**

21
22 **1-04.2 Coordination of Contract Documents, Plans, Special Provisions,**
23 **Specifications, and Addenda**

24
25 The second paragraph of Section 1-04.2 is revised as follows:

26
27 (*****)

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

- 30
31 1. Addenda.
32 2. Proposal Form.
33 3. Special Provisions and APWA General Special Provisions.
34 4. General Provisions.
35 5. Contract Plans.
36 6. Snohomish County Engineering Design and Development Standards.
37 7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction.
38 8. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.
39

SPECIAL PROVISIONS - Continued

1 **1-04.4 Changes**

2

3 **1-04.4(1) Minor Changes**

4

5 Revise the first paragraph to read:

6

7 (*****)

8 Payments or credits for changes amounting to \$50,000 or less for any one item
9 may be made under the Bid Item "Minor Change". At the discretion of the
10 Contracting Agency, this procedure for Minor Changes may be used in lieu of the
11 more formal procedure as outlined in Section 1-04.4, Changes.

12

13 **1-04.6 Variation in Estimated Quantities**

14 (December 30, 2022 APWA GSP, Option B)

15

16 Revise the first paragraph to read:

17

18 Payment to the Contractor will be made only for the actual quantities of Work
19 performed and accepted in conformance with the Contract. When the accepted
20 quantity of Work performed under a unit item varies from the original Proposal
21 quantity, payment will be at the unit Contract price for all Work unless the total
22 accepted quantity of the Contract item, adjusted to exclude added or deleted
23 amounts included in change orders accepted by both parties, increases or
24 decreases by more than 25 percent from the original Proposal quantity, and if the
25 total extended bid price for that item at time of award is equal to or greater than 10
26 percent of the total contract price at time of award. In that case, payment for
27 contract work may be adjusted as described herein:

28

29 **1-04.11 FINAL CLEANUP**

30

31 Section 1-04.11 is supplemented with the following:

32

33 (*****)

34 The Contractor shall not leave open excavation outside of working hours.

35

36 **1-05 CONTROL OF WORK**

37

38 **1-05.4 Conformity With and Deviations from Plans and Stakes**

39

40 (*****)

41 ***Contractor Surveying – Utilities***

42 Copies of the Contracting Agency provided primary survey control data are
43 available for the bidder's inspection at the office of the Engineer.

SPECIAL PROVISIONS - Continued

1
2 The Contractor shall be responsible for setting, maintaining, and resetting all
3 alignment stakes and grades necessary for the construction of the utilities,
4 including water mains, gravity sanitary sewers, and all related appurtenances.
5 Except for the survey control data to be furnished by the Contracting Agency,
6 calculations, surveying, and measuring required for setting and maintaining the
7 necessary lines and grades shall be the Contractor's responsibility.

8
9 The Contractor shall inform the Engineer when monuments are discovered that
10 were not identified in the Plans and construction activity may disturb or damage
11 the monuments. All monuments noted on the plans "DO NOT DISTURB" shall be
12 protected throughout the length of the project or be replaced at the Contractor's
13 expense.

14
15 Detailed survey records shall be maintained, including a description of the work
16 performed on each shift, the methods utilized, and the control points used. The
17 record shall be adequate to allow the survey to be reproduced. A copy of each
18 day's record shall be provided to the Engineer within 3 working days after the end
19 of the shift.

20
21 The meaning of words and terms used in this provision shall be as listed in
22 *Definitions of Surveying and Associated Terms* current edition, published by the
23 American Congress on Surveying and Mapping and the American Society of Civil
24 Engineers.

25
26 The survey work shall include but not be limited to the following:

- 27 1. Verify the primary horizontal and vertical control furnished by the
28 Contracting Agency, and expand into secondary control by adding stakes
29 and hubs as well as additional survey control needed for the project. Provide
30 descriptions of secondary control to the Contracting Agency. The
31 description shall include coordinates and elevations of all secondary control
32 points.
- 33 2. Establish water main by placing hubs, stakes, or marks on offsets to
34 centerline at all fittings, valves, and at points on the alignments spaced no
35 further than 50 feet. Place hubs, stakes, or marks on offsets as necessary
36 to adequately locate and construct all fire hydrants, meter boxes/vaults,
37 air/vacuum relief valves, casings, and other appurtenances shown on the
38 Plans.
- 39 3. Establish the horizontal and vertical location of all gravity sanitary sewer
40 features, placing offset stakes to all manhole structures, service laterals,
41 pipes, and casings at a horizontal interval not greater than 25 feet.

SPECIAL PROVISIONS - Continued

1 4. Establish intermediate elevation benchmarks as needed to check work
2 throughout the project.

3 5. For all other types of water and sanitary sewer construction included in this
4 provision, provide staking and layout as necessary to adequately locate,
5 construct, and check the specific construction activity.

6 The Contractor shall provide the Contracting Agency copies of any calculations
7 and staking data when requested by the Engineer.

8
9 To facilitate the establishment of these lines and elevations, the Contracting
10 Agency will provide the Contractor with primary survey control information
11 consisting of descriptions of two primary control points used for the horizontal and
12 vertical control. Primary control points will be described by reference to the project
13 alignment and the coordinate system and elevation datum utilized by the project.

14
15 The Contractor shall ensure a surveying accuracy within the following tolerances:

	<u>Vertical</u>	<u>Horizontal</u>
17 Water Main		
18 and Appurtenances	±0.10 feet	±0.10 feet
19 Gravity Sewer		
20 and Appurtenances	±0.01 feet	±0.10feet

21
22
23 The Contracting Agency may spot check the Contractor’s surveying. These spot
24 checks will not change the requirements for normal checking by the Contractor.

25
26 When staking gravity sewer alignment and grade, the Contractor shall perform
27 independent checks from different secondary control to ensure that the points
28 staked are within the specified survey accuracy tolerances.

29
30 The Contractor shall calculate coordinates for the alignment. The Contracting
31 Agency will verify these coordinates prior to issuing approval to the Contractor for
32 commencing with the work. The Contracting Agency will require up to 7 calendar
33 days from the date the data is received.

34
35 Contract work to be performed using Contractor-provided stakes shall not begin
36 until the stakes are approved by the Contracting Agency. Such approval shall not
37 relieve the Contractor of responsibility for the accuracy of the stakes.

38
39 Stakes shall be marked in accordance with Standard Plan A10.10. When stakes
40 are needed that are not described in the Plans, those stakes shall be marked at
41 no additional cost to the Contracting Agency as ordered by the Engineer.

42
43 Where Utility Surveying is included in a specific schedule of work in the Bid
44 Proposal and Roadway Surveying is required for restoration of trenching or other
45 disturbed areas as a result of the utility work, then the Contractor shall provide

SPECIAL PROVISIONS - Continued

1 stakes and markings as needed to complete the work to the tolerances and as
2 described above under Roadway Surveying.

3
4 **Payment**

5 Payment will be made for the following bid item when included in the proposal:

6
7 "Utility Surveying", lump sum.

8
9 The lump sum contract price for "Utility Surveying" shall be full pay for all labor,
10 equipment, materials, and supervision utilized to perform the Work specified,
11 including any resurveying, checking, correction of errors, replacement of missing
12 or damaged stakes, and coordination efforts.

13
14 **1-05.7 Removal of Defective and Unauthorized Work**
15 (October 1, 2005 APWA GSP)

16 Supplement this section with the following:

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

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

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

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

SPECIAL PROVISIONS - Continued

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

4 **1-05.11 Final Inspection**

5 Delete this section and replace it with the following:

6 **1-05.11 Final Inspections and Operational Testing** 7 (October 1, 2005 APWA GSP)

8 **1-05.11(1) Substantial Completion Date**

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

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

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

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

31 **1-05.11(2) Final Inspection and Physical Completion Date**

32 When the Contractor considers the work physically complete and ready for final
33 inspection, the Contractor by written notice, shall request the Engineer to schedule
34 a final inspection. The Engineer will set a date for final inspection. The Engineer
35 and the Contractor will then make a final inspection and the Engineer will notify the
36 Contractor in writing of all particulars in which the final inspection reveals the work
37 incomplete or unacceptable. The Contractor shall immediately take such corrective
38 measures as are necessary to remedy the listed deficiencies. Corrective work shall

SPECIAL PROVISIONS - Continued

1 be pursued vigorously, diligently, and without interruption until physical completion
2 of the listed deficiencies. This process will continue until the Engineer is satisfied
3 the listed deficiencies have been corrected.

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

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

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

16 **1-05.11(3) Operational Testing**

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

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

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

SPECIAL PROVISIONS - Continued

1 **1-05.12 Final Acceptance**

2

3 Add the following new section:

4

5 **1-05.12(1) One-Year Guarantee Period**

New Section

6 (March 8, 2013 APWA GSP)

7

8 The Contractor shall return to the project and repair or replace all defects in
9 workmanship and material discovered within one year after Final Acceptance of
10 the Work. The Contractor shall start work to remedy any such defects within 7
11 calendar days of receiving Contracting Agency's written notice of a defect, and
12 shall complete such work within the time stated in the Contracting Agency's notice.
13 In case of an emergency, where damage may result from delay or where loss of
14 services may result, such corrections may be made by the Contracting Agency's
15 own forces or another contractor, in which case the cost of corrections shall be
16 paid by the Contractor. In the event the Contractor does not accomplish
17 corrections within the time specified, the work will be otherwise accomplished and
18 the cost of same shall be paid by the Contractor.

19

20 When corrections of defects are made, the Contractor shall then be responsible
21 for correcting all defects in workmanship and materials in the corrected work for
22 one year after acceptance of the corrections by Contracting Agency.

23

24 This guarantee is supplemental to and does not limit or affect the requirements
25 that the Contractor's work comply with the requirements of the Contract or any
26 other legal rights or remedies of the Contracting Agency.

27

28 **1-05.13 Superintendents, Labor, and Equipment of Contractor**

29 (August 14, 2013 APWA GSP)

30

31 Delete the sixth and seventh paragraph of this Section.

32

33 Add the following new section:

34

35 **1-05.16 Water and Power**

New Section

36 (October 1, 2005 APWA GSP)

37

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

41

SPECIAL PROVISIONS - Continued

1 (*****)

2 **1-05.16(1) Dechlorination**

3
4 The Contractor is responsible for proper disposal of test and flush water.
5 Chlorinated water shall not be flushed, drained, or directed into the storm drains or
6 ditch systems.

7
8 Add the following new section:

9
10 **1-05.18 Record Drawings**

New Section

11 (March 8, 2013 APWA GSP)

12
13 The Contractor shall maintain one set of full size plans for Record Drawings,
14 updated with clear and accurate red-lined field revisions on a daily basis, and
15 within 2 business days after receipt of information that a change in Work has
16 occurred. The Contractor shall not conceal any work until the required information
17 is recorded.

18
19 This Record Drawing set shall be used for this purpose alone, shall be kept
20 separate from other Plan sheets, and shall be clearly marked as Record Drawings.
21 These Record Drawings shall be kept on site at the Contractor's field office, and
22 shall be available for review by the Contracting Agency at all times. The Contractor
23 shall bring the Record Drawings to each progress meeting for review.

24
25 The preparation and upkeep of the Record Drawings is to be the assigned
26 responsibility of a single, experienced, and qualified individual. The quality of the
27 Record Drawings, in terms of accuracy, clarity, and completeness, is to be
28 adequate to allow the Contracting Agency to modify the computer-aided drafting
29 (CAD) Contract Drawings to produce a complete set of Record Drawings for the
30 Contracting Agency without further investigative effort by the Contracting Agency.

31
32 The Record Drawing markups shall document all changes in the Work, both
33 concealed and visible. Items that must be shown on the markups include but are
34 not limited to:

- 35
- 36 • Actual dimensions, arrangement, and materials used when different than
 - 37 shown in the Plans.
 - 38
 - 39 • Changes made by Change Order or Field Order.
 - 40
 - 41 • Changes made by the Contractor.
 - 42
 - 43 • Accurate locations of storm sewer, sanitary sewer, water mains and other
 - 44 water appurtenances, structures, conduits, light standards, vaults, width of
 - 45 roadways, sidewalks, landscaping areas, building footprints, channelization
 - 46 and pavement markings, etc. Include pipe invert elevations, top of castings
 - 47 (manholes, inlets, etc.).

SPECIAL PROVISIONS - Continued

1 If the Contract calls for the Contracting Agency to do all surveying and staking, the
2 Contracting Agency will provide the elevations at the tolerances the Contracting
3 Agency requires for the Record Drawings.

4
5 When the Contract calls for the Contractor to do the surveying/staking, the
6 applicable tolerance limits include, but are not limited to the following:

	<u>Vertical</u>	<u>Horizontal</u>
As-built sanitary & storm invert and grate elevations	±0.01 foot	±0.01 foot
As-built monumentation	±0.001 foot	±0.001 foot
As-built waterlines, inverts, valves, hydrants	±0.10 foot	±0.10 foot
As-built ponds/swales/water features	±0.10 foot	±0.10 foot
As-built buildings (fin. Floor elev.)	±0.01 foot	±0.10 foot
As-built gas lines, power, TV, Tel, Com	±0.10 foot	±0.10 foot
As-built signs, signals, etc.	N/A	±0.10 foot

7
8 Making Entries on the Record Drawings:

- 9
- 10 • Use erasable colored pencil (not ink) for all markings on the Record
11 Drawings, conforming to the following color code:
 - 12 ➤ Additions - Red
 - 13 ➤ Deletions - Green
 - 14 ➤ Comments - Blue
 - 15 ➤ Dimensions - Graphite
 - 16
 - 17 • Provide the applicable reference for all entries, such as the change order
18 number, the request for information (RFI) number, or the approved shop
19 drawing number.
 - 20
 - 21 • Date all entries.
 - 22
 - 23 • Clearly identify all items in the entry with notes similar to those in the
24 Contract Drawings (such as pipe symbols, centerline elevations, materials,
25 pipe joint abbreviations, etc.).
 - 26

27 The Contractor shall certify on the Record Drawings that said drawings are an
28 accurate depiction of built conditions, and in conformance with the requirements
29 detailed above. The Contractor shall submit final Record Drawings to the
30 Contracting Agency. Contracting Agency acceptance of the Record Drawings is
31 one of the requirements for achieving Physical Completion.

SPECIAL PROVISIONS - Continued

1 Payment will be made for the following bid item:
2

Record Drawings (Minimum Bid \$ ***2,000***)	Lump Sum
---	----------

3
4 Payment for this item will be made on a prorated monthly basis for work completed
5 in accordance with this section up to 75% of the lump sum bid. The final 25% of
6 the lump sum item will be paid upon submittal and approval of the completed
7 Record Drawings set prepared in conformance with these Special Provisions.

8
9 A minimum bid amount has been entered in the Bid Proposal for this item. The
10 Contractor must bid at least that amount.

11 **1-06 CONTROL OF MATERIAL**

12
13 Add the following new section:

14
15 (*****)

16 **1-06.7 Shop Drawings and Submittals** **New Section**

17
18 **1-06.7(1) General**

19
20 Shop drawing and submittal review by the Owner or Owner's representative will
21 be limited to general design requirements only, and shall not relieve the Contractor
22 from responsibility for errors or omissions or responsibility for consequences due
23 to deviations from the Contract Documents. No changes may be made in any
24 submittal after it has been reviewed except with written notice and approval from
25 the Owner.

26
27 The Contractor shall review each submittal and provide approval in writing or by
28 stamping, with a statement indicating that he has reviewed and approved the
29 submittal, verified dimensional information, materials, catalog numbers, and
30 similar data, confirmed that specified criteria has been met, and acknowledges that
31 the product, method, or information will function as intended.

32
33 Shop drawing and submittal data for each item shall contain sufficient information
34 on each item to determine if it is in compliance with the contract requirements.

35
36 The Owner will provide review services for a first and second review of each
37 submittal item free from charge to the Contractor. The cost to provide additional
38 reviews shall be charged to the Contractor by withholding the appropriate amounts
39 from each progress payment.

40
41 Shop drawing and submittal items that have been installed in the work but have
42 not been approved through the review process shall be removed, and an approved

SPECIAL PROVISIONS - Continued

1 product shall be furnished, all at the Contractor's expense. Under no
2 circumstances shall payment be made to the Contractor for materials not approved
3 by the submittal process.
4

5 **1-06.7(2) Required Information**
6

7 Each submittal shall be submitted within 10 working days after contract execution
8 to the Engineer.

9 Shop drawings and submittals shall be submitted electronically and shall contain
10 the following information for all items:

- 11 1. Project Name.
- 12 2. Contractor.
- 13 3. Engineer.
- 14 4. Owner.
- 15 5. Applicable specification and drawing reference.
- 16 6. A stamp showing that the Contractor has checked the material or equipment
17 for conformance with the contract requirements, coordination with other
18 work on the job, and dimensional suitability.
- 19 7. A blank space for the Engineer to place a 3-inch by 4-inch review stamp.
- 20 8. Dimensions and weights.
- 21 9. Catalog information.
- 22 10. Manufacturer's specifications.
- 23 11. Special handling instructions.
- 24 12. Maintenance requirements.
- 25 13. Wiring and control diagrams.
- 26 14. List of contract exceptions.
- 27 15. Other information as required by the Engineer.
- 28 16. Installation and Operating Instructions.
29

SPECIAL PROVISIONS - Continued

1-06.7(3) Review Schedule

Shop drawings and submittals will be reviewed as promptly as possible and transmitted to the Contractor no later than 15 working days after receipt by the Engineer. The Contractor shall revise and resubmit previously rejected submittals as necessary to obtain acceptance. Delays caused by the need for resubmittal shall not be a basis for an extension of contract time or delay damages. Two sets of shop drawings or one electronic response will be returned to the Contractor after review.

1-06.7(4) Substitutions

Any product or construction method that does not meet these specifications will be considered a substitution. Substitutions must be approved prior to installation or use on this project, as specified below.

1-06.7(4)A After Contract Execution

Within 10 working days after the date of the Notice of Award of Contract, Owner will consider formal requests from Contractor for substitution of product in place of those specified. Contractor shall submit two copies of request for substitution. Data shall include the necessary change in construction methods, including a detailed description of proposed method and related drawings illustrating methods. An itemized comparison of proposed substitution with product or method shall be provided.

In making a request for substitution, Contractor represents that he has personally investigated the proposed product or method and has determined that it is equal or superior to, in all respects, the product specified. All substitutions shall be reviewed and approved by the Tribes prior to incorporation into the project. Upon review and acceptance by the Owner, Contractor shall coordinate installation of accepted substitutions into the work, making changes that may be required for work to be completed. Contractor waives all claims for additional costs related to substitutions that consequently become apparent.

1-06.7(4)B Equivalent Materials

Mention of equipment or materials by brand name and/or model number is occasionally made in order to establish a basis of quality for certain items of material, equipment, or processes. Such mention is intended to include products of other manufacturers that will meet the design standards of the product mentioned.

If the Contractor desires to use products other than those specified under this “or approved equivalent” provision, he shall obtain the approval of the Owner and the Engineer before entering an order therefore. All substitutions or products to be

SPECIAL PROVISIONS - Continued

1 used under the “or approved equivalent” provision shall be reviewed and approved
2 by the Tribes prior to incorporation into the project.

3
4 Wherever mention is made of a specific manufacturer, such mentions shall be
5 treated as if the phrase “or approved equivalent” appears thereafter whether or not
6 in fact it does. The terms “or equal” and/or “or approved equivalent” shall be
7 considered synonymous.

8
9 Cost of all work under this section shall be included in the lump sum contract bid
10 item of “Mobilization”.

11 **1-07 LEGAL RELATIONS AND RESPONSIBILITIES TO THE PUBLIC**

12
13 **1-07.1 Laws to be Observed**

14
15 The first three paragraphs of Section 1-07.1 are revised to read:

16
17 (*****)

18 The Contractor shall always comply with all Federal, State, Tribal, or local laws,
19 ordinances, and regulations that affect Work under the Contract. The Contractor
20 shall indemnify, defend, and save harmless The Tulalip Tribes (including its Board
21 of Directors and all other officers and employees) and the State (including the
22 Governor, Commission, Secretary, and any agents, officers, and employees)
23 against any claims that may arise because the Contractor (or any employee of the
24 Contractor or Subcontractor or material person) violated a legal requirement.

25
26 The Contractor shall be responsible to immediately report to the Engineer any
27 deviation from the contract provisions pertaining to environmental compliance,
28 including but not limited to spills, unauthorized fill in waters of the Tribes including
29 wetlands, unauthorized fill in waters of the State including wetlands, water quality
30 standards, noise, air quality, etc.

31
32 The Contractor shall be responsible for the safety of all workers and shall comply
33 with all appropriate state safety and health standards, codes, rules, and
34 regulations, including, but not limited to, those promulgated under the Washington
35 Industry Safety and Health Act RCW 49.17 (WISHA) and as set forth in Title 296
36 WAC (Department of Labor and Industries). In particular, the Contractor’s attention
37 is drawn to the requirements of WAC 296.800 which requires employers to provide
38 a safe workplace. More specifically, WAC 296.800.11025 prohibits alcohol and
39 narcotics from the workplace. The Contractor shall likewise be obligated to comply
40 with all federal safety and health standards, codes, rules, and regulations that may
41 be applicable to the Contract Work.

SPECIAL PROVISIONS - Continued

1 Section 1-07.1 is supplemented with the following:

2
3 (*****)

4 **Indian Preference and Tribal Ordinances**

5 This project is located on the Tulalip Indian Reservation. It is the Contractor's
6 responsibility to comply with all applicable Tribal laws, codes, ordinances, and
7 regulations. The Contractor shall comply with them in accordance with Section 1-
8 07.1.

9
10 Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to
11 encourage Indian employment. These tools may include, but are not limited to,
12 TERO fees, Indian hiring preference, Indian-owned business subcontracting
13 preference and/or an Indian training requirement. Other requirements may be a
14 Tribal business license, a required compliance plan, and/or employee registration
15 requirements. Every tribe is different and each may be willing to work cooperatively
16 with the Contractor to develop a strategy that works for both parties. For specific
17 details, the Contractor should contact The Tulalip Tribes' TERO Department at
18 6406 Marine Drive, Tulalip, Washington 98271, Office (360) 716-4747 or
19 Facsimile (360) 716-0249. <http://www.tulaliptero.com/>.

20
21 The Tulalip Tribes of Washington has the sovereign authority over the lands of the
22 Tulalip Indian Reservation and has the authority to enact and enforce its laws,
23 ordinances, codes, and regulations. The Contractor shall comply and cooperate
24 with the Tribes and its representatives. The costs related to such compliance shall
25 be borne solely by the Contractor, who is advised to contact the tribal
26 representative listed above, prior to submitting a bid, to assess the impact of
27 compliance on the project.

28
29 Although Indian preference can be compelled and mandated by the Contracting
30 Agency, there is no limitation whereby voluntary Contractor or Subcontractor
31 initiated preferences are given, if otherwise lawful. 41 CFR 60-1.5(a)7 provides as
32 follows:

33
34 Work on or near Indian reservations: It shall not be a violation of the equal
35 opportunity clause for a construction or non-construction Contractor to extend a
36 publicly announced preference in employment to Indians living on or near an Indian
37 reservation in connection with employment opportunities on or near an Indian
38 reservation. The use of the word near would include all that area where a person
39 seeking employment could reasonably be expected to commute to and from in the
40 course of a work day. Contractors or Subcontractors extending such a preference
41 shall not, however, discriminate among Indians on the basis of religion, sex, or
42 tribal affiliation, and the use of such a preference shall not excuse a Contractor
43 from complying with the other requirements as contained in the August 25, 1981
44 Department of Labor, Office of Federal Contract Compliance Programs,
45 Government Contractors Affirmative Actions Requirements.

SPECIAL PROVISIONS - Continued

TERO Participation shall be evaluated as follows:

Counting Tulalip Tribal Member Native American Owned Business or Native American Owned Business Participation.

When a Tulalip Tribal Member NAOB or NAOB participates in a contract, only the value of the work actually performed by the Tulalip Tribal Member NAOB or NAOB will be counted towards the Tulalip Tribal Member NAOB or NAOB subcontracting requirement.

1. Count the entire amount of the portion of the contract that is performed by the Tulalip Tribal-owned or Indian-owned enterprise or organization's own forces. Include the cost of supplies and materials obtained by the Tulalip Tribal Member NAOB or NAOB for the work of the contract, including supplies purchased or equipment leased by the Tulalip Tribal Member NAOB or NAOB (except supplies and equipment the lower-tiered Tulalip Tribal Member NAOB or NAOB purchases or leases from the Prime Contractor or its affiliates, unless the Prime Contractor is also a Tulalip Tribal Member NAOB or NAOB). Work performed by a Tulalip Tribal Member NAOB or NAOB, utilizing resources of the Prime Contractor or its affiliates will not be counted toward Tulalip Tribal-owned or Indian-owned enterprise or organization goals. In very rare situations, a Tulalip Tribal Member NAOB or NAOB may utilize equipment and or personnel from a non-Tulalip Tribal Member NAOB or NAOB other than the Prime Contractor or its affiliates. Should this situation arise, the arrangement must be short-term and must have prior written approval from the Contracting Agency. The arrangement must not erode a Tulalip Tribal Member NAOB or NAOB's ability to perform a Commercially Useful Function (see discussion of CUF, below).
2. Count the entire amount of fees or commissions charged by a Tulalip Tribal Member NAOB or NAOB firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance.
3. When a Tulalip Tribal Member NAOB or NAOB subcontracts part of the work of its contract to another firm, the value of the subcontracted work may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement only if the Tulalip Tribal Member NAOB or NAOB's lower-tier subcontractor is also a Tulalip Tribal Member NAOB or NAOB. Work that a Tulalip Tribal Member NAOB or NAOB subcontracts to a non-Tulalip Tribal Member NAOB or NAOB does not count toward the Tulalip Tribal Member NAOB or NAOB contracting requirement.
4. When a non-Tulalip Tribal Member NAOB or NAOB subcontractor further subcontracts to a lower-tier subcontractor or supplier who is a certified Tulalip Tribal-owned or Indian-owned enterprise or organization, then that portion of the work further subcontracted may be counted toward the Tulalip Tribal Member NAOB or NAOB requirement, so long as it is a distinct clearly defined

SPECIAL PROVISIONS - Continued

1 portion of the work of the subcontract that the Tulalip Tribal Member NAOB or
2 NAOB is performing in a commercially useful function with its own forces.

- 3
4 5. Continue to count the work subcontracted to a decertified Tulalip Tribal-owned
5 or Indian-owned enterprise or organization after decertification, provided the
6 prime contractor had a subcontract in force before the decertification and the
7 prime contractor's actions did not influence the Tulalip Tribal-owned or Indian-
8 owned enterprise's or organization's decertification.

Commercially Useful Function

9
10 Payments to a Tulalip Tribal Member NAOB or NAOB will count toward Tulalip
11 Tribal Member NAOB or NAOB requirements only if the Tulalip Tribal Member
12 NAOB or NAOB is performing a commercially useful function on the contract.

- 13
14
15 1. A Tulalip Tribal Member NAOB or NAOB performs a commercially useful
16 function when it is responsible for execution of the work of the contract and is
17 carrying out its responsibilities by actually performing, managing, and
18 supervising the work involved. To perform a commercially useful function, the
19 Tulalip Tribal Member NAOB or NAOB must also be responsible, with respect
20 to materials and supplies used on the contract, for negotiating price,
21 determining quality and quantity, ordering the material, installing (if applicable),
22 and paying for the material itself. Two-party checks are not allowed.
- 23
24 2. A Tulalip Tribal Member NAOB or NAOB does not perform a commercially
25 useful function if its role is limited to that of an extra participant in a transaction,
26 contract, or project through which funds are passed in order to obtain the
27 appearance of Tulalip Tribal Member NAOB or NAOB participation.

Trucking

28
29 Use the following factors in determining whether a Tulalip Tribal Member NAOB or
30 NAOB trucking company is performing a commercially useful function:

- 31
32
33 1. The Tulalip Tribal Member NAOB or NAOB must be responsible for the
34 management and supervision of the entire trucking operation for which it is
35 listed on a particular contract.
- 36
37 2. The Tulalip Tribal Member NAOB or NAOB must itself own and, with its own
38 workforce, operate at least one fully licensed, insured, and operational truck
39 used on the contract.
- 40
41 3. The Tulalip Tribal Member NAOB or NAOB receives credit only for the total
42 value of the transportation services it provides on the contract using trucks it
43 owns or leases, licenses, insures, and operates with drivers it employs.
- 44
45 4. For purposes of this paragraph, a lease must indicate that the Tulalip Tribal-
46 owned or Indian-owned enterprise or organization has exclusive use of and

SPECIAL PROVISIONS - Continued

1 control over the truck. This does not preclude the leased truck from working for
2 others during the term of the lease with the consent of the Tulalip Tribal Member
3 NAOB or NAOB, so long as the lease gives the Tulalip Tribal Member NAOB
4 or NAOB absolute priority for use of the leased truck. Leased trucks must
5 display the name and identification number of the Tulalip Tribal Member NAOB
6 or NAOB.

- 7
- 8 5. The Tulalip Tribal Member NAOB or NAOB may lease trucks from another
9 Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an
10 owner-operator who is certified as a Tulalip Tribal Member NAOB or NAOB.
11 The Tulalip Tribal Member NAOB or NAOB who leases trucks from another
12 Tulalip Tribal Member NAOB or NAOB or employs a Tulalip Tribal Member
13 NAOB or NAOB owner-operator receives credit for the total value of the
14 transportation services the lessee Tulalip Tribal Member NAOB or NAOB
15 provides on the contract.
- 16
- 17 6. The Tulalip Tribal Member NAOB or NAOB may also lease trucks from a non-
18 Tulalip Tribal Member NAOB or NAOB and may enter an agreement with an
19 owner-operator who is a non-Tulalip Tribal Member NAOB or NAOB. The
20 Tulalip Tribal Member NAOB or NAOB who leases trucks from a non-Tulalip
21 Tribal Member NAOB or NAOB or employs a non-Tulalip Tribal Member NAOB
22 or NAOB owner-operator is entitled to credit only for the fee or commission it
23 receives as a result of the lease arrangement. The Tulalip Tribal Member NAOB
24 or NAOB does not receive credit for the total value of the transportation
25 services provided by the lessee, since these services are not provided by a
26 Tulalip Tribal Member NAOB or NAOB.
- 27
- 28 7. In any lease or owner-operator situation, as described in paragraphs 5 and 6
29 above, the following rules shall apply:
- 30 a. A written lease/rental agreement on all trucks leased or rented, showing
31 the true ownership and the terms of the rental must be submitted and
32 approved by the Contracting Agency prior to the beginning of the work.
33 The agreement must show the lessor's name, trucks to be leased, and
34 agreed-upon amount or method of payment (hour, ton, or per load). All
35 lease agreements shall be for a long-term relationship, rather than for
36 the individual project. Does not apply to owner-operator arrangements.
- 37 b. Only the vehicle (not the operator) is leased or rented. Does not apply
38 to owner-operator arrangements.
- 39
- 40 8. In order for Tulalip Tribal Member NAOB or NAOB project requirements to be
41 credited, Tulalip Tribal Member NAOB or NAOB trucking firms must be covered
42 by a subcontract or a written agreement approved by the Contracting Agency
43 prior to performing its portion of the work.
- 44

45 Expenditures Paid to Other Tulalip Tribal Member Native American-Owned
46 Business or Native American-Owned Business.

SPECIAL PROVISIONS - Continued

1 Expenditures paid to other Tulalip Tribal Member Native American-Owned
2 Business or Native American-Owned Business for materials or supplies may be
3 counted toward Tulalip Tribal Member NAOB or NAOB requirements as provided
4 in the following:

Manufacturer

1. Counting

8 If the materials or supplies are obtained from a Tulalip Tribal Member NAOB or
9 NAOB manufacturer, count 100 percent of the cost of the materials or supplies
10 toward Tulalip Tribal Member NAOB or NAOB requirements.

2. Definition

13 To be a manufacturer, the firm operates or maintains a factory or establishment
14 that produces, on the premises, the materials, supplies, articles, or equipment
15 required under the contract and of the general character described by the
16 specifications.

18 3. In order to receive credit as a Tulalip Tribal Member NAOB or NAOB
19 manufacturer, the firm must have received an “on-site” review and been
20 approved by TERO to operate as a Tulalip Tribal Member NAOB or NAOB
21 manufacturing firm prior to bid opening. Use of a Tulalip Tribal Member NAOB
22 or NAOB manufacturer that has not received an on-site review and approval by
23 TERO prior to bid opening will result in the bid being declared non-responsive,
24 unless the contribution of the manufacturer was not necessary to meet the
25 project requirement. To schedule a review, the manufacturing firm must submit
26 a written request to TERO and may not receive credit towards Tulalip Tribal
27 Member NAOB or NAOB participation until the completion of the review. Once
28 a firm’s manufacturing process has been approved in writing, it is not necessary
29 to resubmit the firm for approval unless the manufacturing process has
30 substantially changed. Information on approved manufacturers (per contract)
31 may be obtained from TERO.

Regular Dealer

1. Counting

35 If the materials or supplies are purchased from a Tulalip Tribal Member NAOB
36 or NAOB regular dealer, 10 percent of the cost of the materials or supplies will
37 count toward Tulalip Tribal Member NAOB or NAOB requirements.

2. Definition

40 a) To be a regular dealer, the firm must own, operate, or maintain a store,
41 warehouse, or other establishment in which the materials, supplies, articles or
42 equipment of the general character described by the specifications and
43 required under the contract are bought, kept in stock, and regularly sold or
44 leased to the public in the usual course of business. It must also be an
45 established, regular business that engages, as its principal business and under
46 its own name, in the purchase and sale or lease of the products in question.

SPECIAL PROVISIONS - Continued

1 b) A person may be a regular dealer in such bulk items as petroleum products,
2 steel, cement, gravel, stone, or asphalt without owning, operating, or
3 maintaining a place of business, as provided elsewhere in this specification,
4 if the person both owns and operates distribution equipment for the products.
5 Any supplementing of regular dealers' own distribution equipment shall be
6 by a long-term lease agreement and not on an ad hoc or contract-by-contract
7 basis.

8
9 c) Packagers, brokers, manufacturers' representatives, or other persons who
10 arrange or expedite transactions are not regular dealers.

11
12 Regular dealer status is granted on a contract-by-contract basis. To obtain regular
13 dealer status, a formal written request must be made by the interested supplier
14 (potential regular dealer) to TERO. TERO must be in receipt of this request at least
15 7 calendar days prior to bid opening. Included in the request shall be a full
16 description of the project, type of business operated by the Tulalip Tribal Member
17 NAOB or NAOB, and the manner the Tulalip Tribal Member NAOB or NAOB will
18 operate as a regular dealer on the specific contract. Once the request is reviewed
19 by TERO, the Tulalip Tribal Member NAOB or NAOB supplier requesting it will be
20 notified in writing whether regular dealer status was approved. Tulalip Tribal Member
21 Native American Owned Business or Native American Owned Business that are
22 approved as regular dealers for a contract (whenever possible) will be listed on the
23 Tulalip Tribes TERO's Native American Owned Business (NAOB) registry Internet
24 Homepage at: www.tulaliptero.com/Home/Contractors/NAOBRegistryReport.aspx
25 prior to the time of bid opening. In addition, bidders may request confirmation of the
26 Tulalip Tribal Member NAOB or NAOB supplier's approval to operate as a regular
27 dealer on a specific contract by writing the TERO Department, 6406 Marine Drive,
28 Tulalip, WA 98271 or by phone at (360) 716-4747. Use of a supplier that has not
29 received approval as a regular dealer prior to bid opening will result in the bid being
30 declared nonresponsive, unless the contribution of the regular dealer was not
31 necessary to meet the project requirement.

Materials or Supplies Purchased from a Tulalip Tribal Member NAOB or NAOB

32
33
34
35 With respect to materials or supplies purchased from a Tulalip Tribal Member
36 NAOB or NAOB who is neither a manufacturer nor a regular dealer, the entire
37 amount of fees or commissions charged for assistance in the procurement of the
38 materials and supplies, or fees or transportation charges for the delivery of
39 materials or supplies required on a job site may be counted toward the goal. No
40 part of the cost of the materials and supplies themselves may be applied toward
41 Tulalip Tribal Member NAOB or NAOB requirements.

Eligibility

42
43
44 To be eligible for award of the contract, the bidder must properly complete and
45 submit the List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s)
46 and the List of NAOB Subcontractor(s) and or Supplier(s) which have been made

SPECIAL PROVISIONS - Continued

1 a part of the bidder’s Bid Proposal Form. The above named lists contained in
2 Section IV of the Bid Proposal Form will be used by the Contracting Agency in
3 determining whether the bidder’s bid proposal satisfies the Tulalip Tribal Member
4 NAOB and NAOB requirements.
5

6 For each Tulalip Tribal Member NAOB and NAOB described in the Bid Proposal
7 Form Section IV – List of Lower-Tiered Subcontractor(s) and or Supplier(s), the
8 bidder shall state the project role and work item in which that Tulalip Tribal Member
9 NAOB or NAOB will participate. A general description of the work to be performed
10 by the Tulalip Tribal Member NAOB or NAOB shall be included. If a Tulalip Tribal
11 Member NAOB or NAOB will perform a partial item of work, the bidder shall also
12 include a dollar amount for each partial item of work. The bidder shall also include
13 a dollar amount for each Tulalip Tribal Member NAOB or NAOB listed in Section
14 IV that will be applied towards meeting or exceeding the assigned Tulalip Tribal
15 Member NAOB and NAOB contract requirements.
16

17 In the event of arithmetic errors in completing the Bid Proposal Form Section IV,
18 the amount listed to be applied towards the requirement for each Tulalip Tribal
19 Member NAOB and NAOB shall govern and the Tulalip Tribal Member NAOB and
20 NAOB total shall be adjusted accordingly. The information and commitments
21 demonstrated in the Bid Proposal Form Section IV shall become a condition of any
22 subsequent award of a contract to that bidder and the Bid Proposal Form itself
23 shall become a part of the subsequent contract.
24

25 The Contracting Agency shall consider as non-responsive and shall reject any bid
26 proposal submitted that does not contain a Completed Section IV of the Bid
27 Proposal Form or contains a List of Tulalip Tribal Member NAOB Subcontractor(s)
28 and or Supplier(s) and or a List of NAOB Subcontractor(s) and or Supplier(s) that
29 fails to demonstrate that the bidder will meet the Tulalip Tribal Member NAOB or
30 NAOB contract requirements.
31

32 **Procedures Between Award and Execution**

33 After award of the contract, the successful bidder shall provide the additional
34 information described below. A failure to comply shall result in the forfeiture of the
35 bidder’s proposal bond or deposit.
36

37 The Contracting Agency will notify the successful bidder of the award of the
38 contract in writing and will include a request for a further breakdown of the Tulalip
39 Tribal Member NAOB and NAOB information. After award and prior to execution
40 of the contract, the bidder shall submit the following items:
41

- 42 1. Additional information for all successful Tulalip Tribal Member NAOB and NAOB
43 as shown on the List of Tulalip Tribal Member NAOB Subcontractor(s) and or

SPECIAL PROVISIONS - Continued

1 Supplier(s) and the List of NAOB Subcontractor(s) and or Supplier(s) included in
2 Section IV of the Bid Proposal Form:
3

- 4 • Correct business name, federal employee identification number (if
5 available), and mailing address.
- 6 • List of all bid items assigned to each successful Tulalip Tribal Member
7 NAOB, or NAOB, including unit prices and extensions.
- 8 • Description of partial items (if any) to be sublet to each successful Tulalip
9 Tribal Member NAOB or NAOB specifying the distinct elements of work
10 under each item to be performed by the Tulalip Tribal Member NAOB or
11 NAOB and including the dollar value of the Tulalip Tribal Member NAOB or
12 NAOB.
- 13 • Submit evidence of certification issued by the Tulalip TERO Offices for the
14 Tulalip Tribal Member NAOB or NAOB.
15

16 Total amounts shown for each Tulalip Tribal Member NAOB and NAOB shall not
17 be less than the amount shown on the Bid Proposal Form Section IV. This
18 submittal, showing the Tulalip Tribal Member NAOB and NAOB work item
19 breakdown, when accepted by the Contracting Agency and resulting in contract
20 execution, shall become a part of the contract. A breakdown that does not conform
21 to the List of Tulalip Tribal Member NAOB Subcontractor(s) and or Supplier(s) and
22 the List of NAOB Subcontractor(s) and or Supplier(s) included in Section IV of the
23 Bid Proposal Form or that demonstrates a lesser amount of Tulalip Tribal Member
24 NAOB or NAOB participation than that included in the Certification will be returned
25 for correction. The contract will not be executed by the Contracting Agency until a
26 satisfactory breakdown has been submitted.
27

Procedures After Execution Reporting

28 The Contractor shall submit a “Quarterly Report of Amounts Credited as Tulalip
29 Tribal Member NAOB and NAOB Participation” (actual payments) on a quarterly
30 basis for any calendar quarter in which Tulalip Tribal Member NAOB and NAOB
31 work is accomplished or upon completion of the project, as appropriate. The
32 quarterly reports are due on January 20th, April 20th, July 20th, and October 20th
33 of each year. The dollars reported will be in accordance with the “Counting Tulalip
34 Tribal Member Native American-Owned Business or Native American-Owned
35 Business Participation” section of this specification.
36
37

38 In the event that the payments to a Tulalip Tribal Member NAOB or NAOB have
39 been made by an entity other than the Prime Contractor (as in the case of a lower-
40 tier subcontractor or supplier), then the Prime Contractor shall obtain the quarterly
41 report, including the signed affidavit, from the paying entity and submit the report
42 to the Contracting Agency.
43

SPECIAL PROVISIONS - Continued

Damages for Noncompliance

When a Contractor violates the Tulalip Tribal Member NAOB and or NAOB provisions of the contract, the Contracting Agency may incur damages. These damages consist of additional administrative costs including, but not limited to, the inspection, supervision, engineering, compliance, and legal staff time and expenses necessary for investigating, reporting, and correcting violations. Damages attributable to a Contractor's violations of the Tulalip Tribal Member NAOB and or NAOB provisions may be deducted from progress payments due to the Contractor or from retainage withheld by the Contracting Agency as allowed by the Contract documents. Before any money is withheld, the Contractor will be provided with a notice of the basis of the violations and an opportunity to respond.

The Contracting Agency's decision to recover damages for a Tulalip Tribal Member NAOB and or NAOB provision violation does not limit its ability to suspend or revoke the Contractor's pre-qualification status or seek other remedies as allowed by tribal, federal or State law. In appropriate circumstances, the Contracting Agency may also refer the Contractor to Tribal, State, or Federal authorities for additional sanctions.

1-07.2 State Taxes

Section 1-07.2, including its sub-sections, in its entirety is revised to read:

(*****)

The Tulalip Tribes of Washington is a federally recognized Indian Tribal government with a constitution and bylaws approved by the United States Secretary of the Interior. See: 65 Federal Register 13298, 13301 (March 13, 2000). As a recognized tribal government, The Tulalip Tribes of Washington and all of its governmental agencies, is a tax-exempt entity.

See: 26 USC § 7871, and Washington Administrative Code Excise Tax Rule 192 (WAC 458-20-192). The project is tax exempt from all Sales and/or Use Taxes for all materials and supplies incorporated in construction of the work that become a permanent part of the Project and some B&O taxes. Upon request, a Tax Exemption form may be obtained from The Tulalip Tribes.

The Washington State Department of Revenue has issued special rules on the State Sales Tax. The Contractor should contact the Washington State Department of Revenue for answers to questions in this area. The Contracting Agency will not adjust its payment if the Contractor bases a bid on a misunderstood tax liability.

The Contractor shall include all Contractor-paid taxes in the unit bid prices or other contract amounts.

SPECIAL PROVISIONS - Continued

1 The Contractor shall not collect from the Contracting Agency, retail sales tax on
2 the full contract price. The Contracting Agency will not add this sales tax to each
3 payment to the Contractor.

4
5 **1-07.3 Fire Prevention and Merchantable Timber Requirements**

6
7 **1-07.3(1) Fire Prevention Control and Countermeasures Plan**

8
9 Section 1-07.3(1) is revised to read:

10
11 (*****)

12 When the Work is in or next to Tribal, State, or Federal forests, the Contractor shall
13 know and observe all laws and rules (Tribal, State, or Federal) on fire prevention
14 and sanitation. The Contractor shall ask the Tulalip Tribes' Forestry Manager and
15 local forest supervisor or regional manager, as applicable, to outline requirements
16 for permits, sanitation, firefighting equipment, and burning.

17
18 The Contractor shall take all reasonable precautions to prevent and suppress
19 forest fires. In case of forest fire, the Contractor shall immediately notify The Tulalip
20 Tribes and the nearest forest headquarters of its exact site and shall make every
21 effort to suppress it. If needed, the Contractor shall require his/her employees and
22 those of any Subcontractor to work under forest officials in fire control efforts.

23
24 **1-07.3(2) Merchantable Timber Requirements**

25
26 Section 1-07.3(2) is revised to read:

27
28 (*****)

29 When merchantable timber is to be cut, the Contractor shall obtain a permit from
30 The Tulalip Tribes Forestry Department or the appropriate regional office of the
31 State Department of Natural Resources and comply fully with the laws and
32 regulations of The Tulalip Tribes and the State Forest Practices Act, as applicable.

33
34 No person may export from the United States, or sell, trade, exchange, or
35 otherwise convey to any other person for the purpose of export from the United
36 States, timber originating from the project.

37
38 The Contractor shall comply with the Forest Resources Conservation and
39 Shortage Relief Amendments Act of 1993 (Public Law 103-45) and the Washington
40 State Log Export Regulations (WAC 240-15).

SPECIAL PROVISIONS - Continued

1 **1-07.5 Environmental Regulations**

2
3 This Section is supplemented with the following:

4
5 (September 20, 2010 WSDOT GSP, Option 1.)

6 **Environmental Commitments**

7 The following Provisions summarize the requirements, in addition to those required
8 elsewhere in the Contract, imposed upon the Contracting Agency by the various
9 documents referenced in the Special Provision PERMITS AND LICENSES.
10 Throughout the work, the Contractor shall comply with the following requirements:

11
12 (*****)

13 The intentional bypass of stormwater from all or any portion of a stormwater
14 treatment system is prohibited without the approval of the Engineer.

15
16 No Contractor staging areas will be allowed within 100 feet of any waters of the
17 Tribes or State including wetlands.

18
19 (August 3, 2009 WSDOT GSP, Option 2)

20 **Payment**

21 All costs to comply with this special provision for the environmental commitments
22 and requirements are incidental to the contract and are the responsibility of the
23 Contractor. The Contractor shall include all related costs in the associated bid
24 prices of the contract.

25
26 **1-07.5(1) General**

27
28 The second paragraph of Section 1-07.5(1) is revised to read:

29
30 (*****)

31 The Contractor shall be responsible to immediately report to the Engineer any
32 deviation from the Contract provisions pertaining to environmental compliance,
33 including but not limited to spills, unauthorized fill in waters of the Tribes including
34 wetlands, unauthorized fill in waters of the State including wetlands, water quality
35 standards, noise, air quality, etc.

36
37 Item 3 in the third paragraph of Section 1-07.5(1) is revised to read:

38
39 (*****)

40 3. No equipment shall enter waters of the Tribes or waters of the State, except
41 as may be specified in the Contract.
42

SPECIAL PROVISIONS - Continued

1 **1-07.5(2) State Department of Fish and Wildlife**

2
3 Delete the first paragraph of Section 1-07.5(2) and replace with:

4
5 (*****)

6 In doing the Work located within the Tulalip Indian Reservation boundaries, the
7 Contractor shall follow the laws, ordinances, rules and regulations of the Tulalip
8 Tribes. Contractor shall consult with the Tulalip Tribes' Natural Resources
9 Department for specific requirements in completing the Work on the reservation.
10 In doing the Work located outside the boundaries of the Tulalip Tribes Reservation,
11 the Contractor shall:

12
13 **1-07.5(3) State Department of Ecology**

14
15 The first paragraph of Section 1-07.5(3) is revised to read:

16
17 (*****)

18 In doing the Work located within the Tulalip Indian Reservation boundaries, the
19 Contractor shall follow the laws, ordinances, rules and regulations of the Tulalip
20 Tribes. Contractor shall consult with the Tulalip Tribes' Natural Resources
21 Department for specific requirements in completing the Work on the reservation.
22 In doing the Work located outside the boundaries of the Tulalip Tribes Reservation,
23 the Contractor shall:

24
25 Items 4 and 8 in the first paragraph of Section 1-07.5(3) are revised to read:

26
27 (*****)

28 4. Perform Work in such a manner that all materials and substances not
29 specifically identified in the Contract documents to be placed in the water do
30 not enter waters of the Tribes or waters of the State, including wetlands. These
31 include, but are not limited to, petroleum products, hydraulic fluid, fresh
32 concrete, concrete wastewater, process wastewater, slurry materials, and
33 waste from shaft drilling, sediments, sediment-laden water, chemicals, paint,
34 solvents, or other toxic or deleterious materials.

35
36 8. Notify the Engineer and Ecology Department immediately should oil,
37 chemicals, or sewage spill into waters of the Tribes or waters of the State.

38
39 **1-07.5(4) Air Quality**

40
41 The first paragraph of Section 1-07.5(4) is revised to read:

42
43 (*****)

44 The Contractor shall comply with all rules of local air pollution authorities. If there
45 are none, air-quality rules of the State Department of Ecology shall govern the
46 Work located outside the boundaries of the Tulalip Tribes Reservation. The
47 Contractor shall consult with the Tulalip Tribes' Natural Resources Department to

SPECIAL PROVISIONS - Continued

1 ascertain the applicable laws, ordinances, rules, and regulations governing the
2 Work on the Tulalip Indian Reservation.

3
4 **1-07.6 Permit and Licenses**

5
6 Section 1-07.6 is supplemented with the following:

7
8 (*****)

9 The Contracting Agency will obtain the below-listed permit(s) for this project:

10
11 Tulalip Tribes Grading Permit

12
13 **1-07.7 Load Limits**

14 (March 13, 1995 WSDOT GSP, Option 6)

15
16 This Section is supplemented with the following:

17
18 If the sources of materials provided by the Contractor necessitate hauling over
19 roads other than State Highways, the Contractor shall, at the Contractor's
20 expense, make all arrangements for the use of the haul routes.

21
22 **1-07.11 Requirements for Nondiscrimination**

23
24 **1-07.11(2) Contractual Requirements**

25
26 **1-07.11(2)A Equal Employment Opportunity (EEO) Responsibilities**

27
28 Under the heading "Title VI Responsibilities" of Section 1-07.11(2)A, items 4, 5 and 6 in
29 the first paragraph are revised to read:

30
31 (*****)

32 4. **Information and Reports** – The Contractor shall provide all information and
33 reports required by the Regulations or directives issued pursuant thereto, and
34 shall permit access to its books, records, accounts, other sources of
35 information, and its facilities as may be determined by The Tulalip Tribes to be
36 pertinent to ascertain compliance with such Regulations, orders and
37 instructions. Where any information required of a Contractor is in the exclusive
38 possession of another who fails or refuses to furnish this information, the
39 Contractor shall so certify to The Tulalip Tribes as appropriate and shall set
40 forth what efforts it has made to obtain the information.

41
42 5. **Sanctions for Noncompliance** – In the event of the Contractor's
43 noncompliance with the nondiscrimination provisions of this Contract, The

SPECIAL PROVISIONS - Continued

1 Tulalip Tribes shall impose such Contract sanctions as it may determine to be
2 appropriate, including, but not limited to:

- 3
4 a. Withholding of payments to the Contractor under the Contract until the
5 Contractor complies, and/or;
6 b. Cancellation, termination, or suspension of the Contract, in whole
7 or in part.

8
9 **6. Incorporation of Provisions** – The Contractor shall include the provisions of
10 paragraphs (1) through (5) in every subcontract, including procurement of
11 materials and leases of equipment, unless exempt by the Regulations, or
12 directives issued pursuant thereto. The Contractor shall take such action with
13 respect to any Subcontractor or procurement as The Tulalip Tribes may direct
14 as a means of enforcing such provisions including sanctions
15 for noncompliance.

16
17 Provided, however, that in the event a Contractor becomes involved in, or is
18 threatened with, litigation with a Subcontractor or supplier as a result of such
19 direction, the Contractor may request The Tulalip Tribes to enter into such
20 litigation to protect the interest of The Tulalip Tribes.

21
22 **1-07.11(10) Records and Reports**

23
24 **1-07.11(10)B Required Records and Retention**

25
26 The first paragraph of Section 1-07.11(10)B is revised to read:

27
28 (*****)

29 All records must be retained by the Contractor for a period of 3 years following
30 acceptance of the Contract Work. All records shall be available at reasonable times
31 and places for inspection by authorized representatives of either The Tulalip
32 Tribes.

33
34 **1-07.12 Federal Agency Inspection**

35
36 Section 1-07.12 is supplemented with the following:

37
38 (*****)

39 **Indian Preference and Tribal Ordinances**

40
41 This project is located on the Tulalip Indian Reservation. It is the Contractor's
42 responsibility to contact the person and/or office listed in this special provision to
43 determine whether any tribal laws or taxes apply. If the tribal laws and taxes do
44 apply, the Contractor shall comply with them in accordance with Section 1-07.1.

SPECIAL PROVISIONS - Continued

1 Tribal Employment Rights Ordinances (TEROs), may utilize a variety of tools to
2 encourage Indian employment. These tools may include, but are not limited to,
3 TERO fees, Indian hiring preference, Indian-owned business subcontracting
4 preference and/or an Indian training requirement. Other requirements may be a
5 Tribal business license, a required compliance plan and/or employee registration
6 requirements. Every tribe is different and each may be willing to work cooperatively
7 with the Contractor to develop a strategy that works for both parties. For specific
8 details, the Contractor should contact the Tulalip Tribes.
9

10 The state recognizes the sovereign authority of the tribe and supports the tribe's
11 efforts to enforce its rightful and legal ordinances and expects the Contractor to
12 comply and cooperate with the tribe. The costs related to such compliance shall
13 be borne solely by the Contractor, who is advised to contact the tribal
14 representative listed above, prior to submitting a bid, to assess the impact of
15 compliance on the project.
16

17 Although Indian preference cannot be compelled or mandated by the Contracting
18 Agency, there is no limitation on voluntary Contractor or Subcontractor initiated
19 preferences if otherwise lawful. 41 CFR 60-1.5(a)7 provides as follows:
20

21 Work on or near Indian reservations – It shall not be a violation of the equal
22 opportunity clause for a construction or non-construction Contractor to extend
23 a publicly announced preference in employment to Indians living on or near an
24 Indian reservation in connection with employment opportunities on or near an
25 Indian reservation. The use of the word *near* would include all that area where
26 a person seeking employment could reasonably be expected to commute to
27 and from in the course of a work day. Contractors or Subcontractors extending
28 such a preference shall not, however, discriminate among Indians on the basis
29 of religion, sex, or tribal affiliation, and the use of such a preference shall not
30 excuse a Contractor from complying with the other requirements as contained
31 in the August 25, 1981 Department of Labor, Office of Federal Contract
32 Compliance Programs, Government Contractors Affirmative Actions
33 Requirements.
34

35 **1-07.14 Responsibility for Damage**

36
37 Section 1-07.14 is revised to read:
38

39 (*****)

40 The Tulalip Tribes, its Board of Directors, and all officers and employees, will not
41 be responsible in any manner: for any loss or damage that may happen to the
42 Work or any part; for any loss of material or damage to any of the materials or other
43 things used or employed in the performance of Work; for injury to or death of any
44 persons, either workers or the public; or for damage to the public for any cause
45 which might have been prevented by the Contractor, or the workers, or anyone
46 employed by the Contractor.

SPECIAL PROVISIONS - Continued

1
2 The Contractor shall be responsible for any liability imposed by law for injuries to,
3 or the death of, any persons or damages to property resulting from any cause
4 whatsoever during the performance of the Work, or before final acceptance.
5

6 Subject to the limitations in this section, and RCW 4.24.115, the Contractor shall
7 indemnify, defend, and save harmless The Tulalip Tribes, its Board of Directors
8 from all claims, suits, or actions brought for injuries to, or death of, any persons or
9 damages resulting from construction of the Work or in consequence of any
10 negligence or breach of Contract regarding the Work, the use of any improper
11 materials in the Work, caused in whole or in part by any act or omission by the
12 Contractor or the agents or employees of the Contractor during performance or at
13 any time before final acceptance. In addition to any remedy authorized by law, The
14 Tulalip Tribes may retain so much of the money due the Contractor as deemed
15 necessary by The Tulalip Tribes to ensure the defense and indemnification
16 obligations of this section until disposition has been made of such suits or claims.
17

18 Subject to the limitations in this section and RCW 4.24.115, the Contractor shall
19 indemnify, defend, and save harmless any county, city, or region, its officers, and
20 employees connected with the Work, within the limits of which county, city, or
21 region the Work is being performed, all in the same manner and to the same extent
22 as provided above for the protection of The Tulalip Tribes, its Directors, officers,
23 and employees. The Tulalip Tribes may retain so much of the money due the
24 Contractor as deemed necessary by the Tulalip Tribes to ensure the defense and
25 indemnification obligations of this section pending disposition of suits or claims for
26 damages brought against the county, city, or district.
27

28 Pursuant to RCW 4.24.115, if such claims, suits, or actions result from the
29 concurrent negligence of (a) the indemnitee or the indemnitee's agents or
30 employees and (b) the Contractor or the Contractor's agent or employees, the
31 indemnity provisions provided in the preceding paragraphs of this section shall be
32 valid and enforceable only to the extent of the Contractor's negligence or the
33 negligence of its agents and employees.
34

35 The Contractor shall bear sole responsibility for damage to completed portions of
36 the project and to property located off the project caused by erosion, siltation,
37 runoff, or other related items during the construction of the project. The Contractor
38 shall also bear sole responsibility for any pollution of rivers, streams, ground water,
39 or other waters that may occur as a result of construction operations.
40

41 The Contractor shall exercise all necessary precautions throughout the life of the
42 Project to prevent pollution, erosion, siltation, and damage to property.
43

44 The Contracting Agency will forward to the Contractor all claims filed against the
45 Tulalip Tribes according to RCW 4.92.100 that are deemed to have arisen in
46 relation to the Contractor's Work or activities under this Contract, and, in the

SPECIAL PROVISIONS - Continued

1 opinion of the Contracting Agency, are subject to the defense, indemnity, and
2 insurance provisions of the Contract. Claims will be deemed tendered to the
3 Contractor and insurer, who has named The Tulalip Tribes and the State as a
4 named insured or an additional insured under the Contract's insurance provisions,
5 once the claim has been forwarded via certified mail to the Contractor. The
6 Contractor shall be responsible to provide a copy of the claim to the Contractor's
7 designated insurance agent who has obtained/met the Contract's insurance
8 provision requirements.
9

10 Within 60 calendar days following the date a claim is sent by the Contracting
11 Agency to the Contractor, the Contractor shall notify the Claimant, The Tulalip
12 Tribes of the following:
13

- 14 a. Whether the claim is allowed or is denied in whole or in part, and, if so, the
15 specific reasons for the denial of the individual claim, and if not denied in
16 full, when payment has been or will be made to the claimant(s) for the
17 portion of the claim that is allowed, or
- 18 b. If resolution negotiations are continuing. In this event, status updates will be
19 reported no longer than every 60 calendar days until the claim is resolved
20 or a lawsuit is filed.
21

22 If the Contractor fails to provide the above notification within 60 calendar days,
23 then the Contractor shall yield to the Contracting Agency sole and exclusive
24 discretion to allow all or part of the claim on behalf of the Contractor, and **the**
25 **Contractor shall be deemed to have WAIVED any and all defenses,**
26 **objections, or other avoidances to the Contracting Agency's allowance of**
27 **the claim, or the amount allowed by the Contracting Agency,** under common
28 law, constitution, statute, or the Contract and the Contract. If all or part of a claim
29 is allowed, the Contracting Agency will notify the Contractor via certified mail that
30 it has allowed all or part of the claim and make appropriate payments to the
31 claimant(s) with Tribal funds.
32

33 Payments of Tribal funds by the Contracting Agency to claimant(s) under this
34 section will be made on behalf of the Contractor and at the expense of the
35 Contractor, and the Contractor shall be unconditionally obligated to reimburse the
36 Contracting Agency for the "total reimbursement amount", which is the sum of the
37 amount paid to the claimant(s), plus all costs incurred by the Contracting Agency
38 in evaluating the circumstances surrounding the claim, the allowance of the claim,
39 the amount due to the claimant, and all other direct and indirect costs for the
40 Contracting Agency's administration and payment of the claim on the Contractor's
41 behalf. The Contracting Agency will be authorized to withhold the total
42 reimbursement amount from amounts due the Contractor, or, if no further
43 payments are to be made to the Contractor under the Contract, the Contractor
44 shall directly reimburse the Contracting Agency for the amounts paid within 30
45 days of the date notice that the claim was allowed was sent to the Contractor. In
46 the event reimbursement from the Contractor is not received by the Contracting

SPECIAL PROVISIONS - Continued

1 Agency within 30 days, interest shall accrue on the total reimbursement amount
2 owing at the rate of 12 percent per annum calculated at a daily rate from the date
3 the Contractor was notified that the claim was allowed. The Contracting Agency's
4 costs to enforce recovery of these amounts are additive to the amounts owing.
5

6 The Contractor specifically assumes all potential liability for actions brought by
7 employees of the Contractor and, solely for the purpose of enforcing the defense
8 and indemnification obligations set forth in Section 1-07.14, the Contractor
9 specifically waives any immunity granted under the State industrial insurance law,
10 Title 51 RCW. This waiver has been mutually negotiated by the parties. The
11 Contractor shall similarly require that each Subcontractor it retains in connection
12 with the project comply with the terms of this paragraph, waive any immunity
13 granted under Title 51 RCW, and assume all liability for actions brought by
14 employees of the Subcontractor.
15

1-07.15 Temporary Water Pollution Prevention

16
17 Section 1-07.15 is supplemented with the following:
18

19
20 (*****)

21 In an effort to prevent, control, and stop water pollution and erosion within the
22 project, thereby protecting the Work, nearby land, streams, and other bodies of
23 water, the Contractor shall perform all Work in strict accordance with all Tribal,
24 Federal, State, and local laws and regulations governing waters of the Tribes and
25 waters of the State, as well as permits acquired for the project.
26

27 The Contractor shall perform all temporary water pollution/erosion control
28 measures shown in the Plans, specified in the Special Provisions, proposed by the
29 Contractor and approved by the Engineer, or ordered by the Engineer as Work
30 proceeds.
31

1-07.15(1) Spill Prevention, Control, and Countermeasures Plan

32
33 Under the heading "SPCC Plan Element Requirements" of Section 1-07.15(1), item 2 of
34 the first paragraph is revised to read:
35

36
37 (*****)

38 **Spill Reporting:** List the names and telephone numbers of the Tribal, Federal,
39 State, and local agencies the Contractor shall notify in the event of a spill.
40

SPECIAL PROVISIONS - Continued

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

2
3 **1-07.16(2) Vegetation Protection and Restoration**

4
5 Section 1-07.16(2) is supplemented with the following:

6
7 (August 2, 2010 WSDOT GSP, Option 1)

8 Vegetation and soil protection zones for trees shall extend out from the trunk to a
9 distance of 1 foot radius for each inch of trunk diameter at breast height.

10
11 Vegetation and soil protection zones for shrubs shall extend out from the stems at
12 ground level to twice the radius of the shrub.

13
14 Vegetation and soil protection zones for herbaceous vegetation shall extend to
15 encompass the diameter of the plant as measured from the outer edge of the plant.

16
17 **1-07.16(4) Archaeological and Historical Objects**

18
19 Section 1-07.16(4) is supplemented with the following:

20
21 (*****)

22 A. The Contractor is advised that construction work within this Contract is subject
23 to the provisions of state and federal laws and regulations pertaining to the
24 preservation of archaeological and cultural resources.

25
26 B. In the event that any archaeological or cultural resources are uncovered during
27 the course of construction, all work shall cease until an inspection and
28 evaluation of the site has been made by an archaeologist to insure that
29 archaeological data are properly preserved. The Contractor shall notify the
30 Owner who will in turn notify the proper authorities.

31
32 C. The Contractor should anticipate reasonable delays while the archaeological
33 investigations are being made and should make allowance for these delays
34 under the appropriate bid items. No additional compensation will be allowed.

35
36 D. The Owner will determine if provisions for a cultural resources representative
37 to be on site during construction activities is required, at no cost to the
38 Contractor.

SPECIAL PROVISIONS - Continued

1-07.17 Utilities and Similar Facilities

Section 1-07.17 is supplemented with the following:

(April 2, 2007 WSDOT GSP Option 1)

Locations and dimensions shown in the Plans for existing facilities are in accordance with available information obtained without uncovering, measuring, or other verification.

The following addresses and telephone numbers of utility companies known or suspected of having facilities within the project limits are supplied for the Contractor's convenience:

Telephone/Communication: Zippy Fiber Tim Rennick 13293 Smokey Point Blvd Marysville, WA 98271 Office (425) 263-4025 Cell (425) 210-0333	Telephone/Communication: Tulalip Technology Data Services Kevin Jones 2601 88th St. NE Quil Ceda Village, WA 98271 (360) 716-5150
Telephone/Communication: Salish Networks Richard Brown 2601 88th St. NE Quil Ceda Village, WA 98271 Office (360) 716-3277	Telephone/Communication: Verizon OSP Engineering Tim Rennick PO Box 1003 Everett, WA 98200 Office: (425) 327-8118
Water: Tulalip Utilities Mike Leslie 3015 Mission Beach Rd Tulalip, WA 98271 Office: (360) 716-4840	Power: Snohomish Co. Public Utilities District (PUD) Kallen Shaughnessy-Randall 210 East Division Street Arlington, WA 98223 (425) 783-4370

This Section is supplemented with the following:

(*****)

The temporary removal, replacement, bracing or holding of any utility or structure, including power and telephone poles, required to accomplish the work, shall be included in the contract price(s) for the bid item(s) involved unless otherwise stated in the Plans or these Special Provisions. Resetting existing structures to grade shall be performed by the Contractor.

The Contractor is responsible for coordinating with the utility companies and providing adequate advance notice to avoid schedule delays.

SPECIAL PROVISIONS - Continued

1-07.17(2) Utility Construction, Removal, or Relocation by Others

Delete this section in its entirety and replace with the following:

(*****)

Any authorized agent of the Contracting Agency or utility owners may enter the property and/or right-of-way to repair, rearrange, alter, or connect their equipment. The Contractor shall cooperate with such effort and shall avoid creating delays or hindrances to those doing the work. As needed, the Contractor shall arrange to coordinate work schedules.

The Contractor shall carry out the Work in a way that will minimize interference and delay for all forces involved. Any costs incurred prior to the utility owners anticipated completion (or if no completion is specified, within a reasonable period of time) that results from the coordination and prosecution of the Work regarding utility adjustment, relocation, replacement, or construction shall be at the Contractor's expense as provided in Section 1-05.14.

The Contractor shall coordinate all work with the various utility companies and their Contractors. The Contractor, when scheduling his work crews, shall use production rates that anticipate the need to provide block-outs and/or gaps in the driveways, curb and gutter, and/or pavement sections where existing utility structures currently exist, and then come back at a later time to construct the missing sections after the utility has been relocated or adjusted by the applicable utility. The Contractor shall assume that the utilities will not be relocated prior to construction of this project nor at his convenience during the course of construction. As such, the Contractor shall assume such, and schedule his crews and his subcontractors to remobilize to the various sites and temporarily relocate his or his subcontractor's crews to other areas of the project and complete other unaffected portions of the project in order to coordinate the relocation of the utilities with the various utility companies. There shall be no additional money or time due the Contractor for leaving gaps or for buck-out construction, remobilization, demobilization, out of sequence construction, relocation of work crews, and construction of curb, gutter, or driveway patches after the utility has been relocated. It is the intent of these Specifications that the Contractor diligently pursue other work on the site when such conflicts occur and recognize and plan for the inherent inefficiencies and impaired production rates.

Payment

All costs to comply with this Section and repair specified in this Section, unless otherwise stated, are incidental to the Contract and are the responsibility of the Contractor. The Contractor shall include all related costs in the bid prices of the Contract.

SPECIAL PROVISIONS - Continued

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

2
3 This section is supplemented with the following:

4
5 (*****)

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

8
9 When constructing the utility connections, lane restrictions and traffic control
10 requirements shall be as required by the Contracting Agency, in accordance with
11 approved traffic control plans and as required in an applicable traffic control permit
12 for the work. Road closures will be limited to the hours of 9AM and 3PM Monday
13 through Thursday and 9AM to 1PM on Fridays unless otherwise approved by the
14 Contracting Agency. Road closures will require an approved detour plan. Traffic
15 control plans and detour plans shall be approved by the Contracting Agency prior
16 to submittal to Snohomish County for review and approval of an applicable traffic
17 control permit. Copies of any traffic control permits obtained shall be provided to
18 the Contracting Agency. The Contracting Agency shall maintain final approval
19 authority for all traffic control plans, detour plans and at no time shall traffic control
20 permit requirements be implemented by the Contractor without written approval to
21 do so.

22
23 A safe pedestrian access shall be provided at all times through the project area.
24 All lane closures shall be coordinated with the adjacent businesses, other
25 contractors working within the project vicinity, local transit agencies, and approved
26 by the County.

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

32
33 Emergency traffic, such as police, fire, and disaster units, shall be provided access
34 at all times. In addition, the Contractor shall coordinate Contractor activities with
35 all disposal firms and transit bus service that may be operating in the project area.

SPECIAL PROVISIONS - Continued

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

2 **1-07.23(1) Construction Under Traffic**

3 **1-07.23(1)A Drop-Offs**

4 **1-07.23(1)A1 General Requirements**

5 This section is supplemented with the following:

6

7 (*****)

8 The contractor shall not have Drop-Offs more than 0.5 foot at the end of every
9 shift. All the Drop-Offs shall be protected in accordance with the requirements of
10 this Section.

11 **1-07.23(2) Construction and Maintenance of Detours**

12

13 This section is supplemented with the following:

14

15 (*****)

16 Detour signing during any allowed road closures shall be in accordance with
17 Detour Plans, when included in the Contract Documents. When plans are not
18 included in the Contract Documents, the Contractor shall submit plans for detours
19 in accordance with the "Manual on Uniform Traffic Control Devices (MUTCD)". In
20 addition, where the Contractor believes an alternate plan will safely and adequately
21 maintain vehicular and pedestrian traffic, the Contractor may submit alternate
22 plans to those for traffic control and detours required by MUTCD or Contract
23 Documents. Such alternate plans must comply with the MUTCD and shall be in
24 writing and submitted to the Engineer and Snohomish County at least fifteen (15)
25 days in advance of intended use.

26

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

31

32 **Pedestrian Control and Protection**

33 When the work area encroaches upon a sidewalk, walkway, shoulder or crosswalk
34 area, special consideration must be given to pedestrian safety. Maximum effort
35 must be made to separate pedestrians from the work area. Protective barricades,
36 fencing, pathways, and bridges, together with warning and guidance devices and
37 signs, shall be utilized so that the passageway for pedestrians is safe and well
38 defined. Whenever pedestrian walkways are provided across excavations, they
39 shall be provided with suitable handrails. Footbridges shall be safe, strong, free of
40 bounce and sway, have a slip resistant coating, and be free of cracks, holes, and
41 irregularities that could cause tripping. Ramps shall be provided at the entrance
42 and exit of all raised footbridges, again to prevent tripping. Adequate illumination

SPECIAL PROVISIONS - Continued

1 and reflectorization shall be provided during hours of darkness. All walkways shall
2 be maintained with at least 4 feet clear width.

3
4 Where walks are closed by construction, an alternate walkway shall be provided,
5 preferably within the planting strip.

6
7 Where it is necessary to divert pedestrians into the roadway, jersey-style
8 barricades shall be provided to separate the pedestrian walkway from the adjacent
9 vehicular traffic lane. At no time shall pedestrians be diverted into a portion of a
10 street used concurrently by moving vehicular traffic.

11
12 At locations where adjacent alternate walkways cannot be provided, appropriate
13 signs shall be posted at the limits of construction and in advance of the closure at
14 the nearest crosswalk or intersection to divert pedestrians across the street.

15 **1-07.23(3) Work Zone Clear Zone**

16
17 This section is supplemented with the following:

18
19 (*****)

20 At the end of every shift the Contractor shall remove their equipment from the Work
21 Zone Clear Zone distance as shown in the table in this Section.

22 23 **1-07.27 No Waiver of State's Legal Rights**

24
25 Section 1-07.27 including title is revised to read:

26
27 (*****)

28 **1-07.27 No Waiver of The Tulalip Tribes' Legal Rights**

29
30 The Tulalip Tribes shall not be precluded or estopped by any measurement,
31 estimate, or certificate made either before or after the completion and acceptance
32 of the Work and payment therefore from showing the true amount and character
33 of the Work performed and materials furnished by the Contractor, or from showing
34 that any such measurement, estimate, or certificate is untrue or incorrectly made,
35 or that the Work or materials do not conform, in fact, to the Contract. The Tulalip
36 Tribes shall not be precluded or estopped, notwithstanding any such
37 measurement, estimate, or certificate, and payment in accordance therewith, from
38 recovering from the Contractor and the Sureties such damages as it may sustain
39 by reason of the Contractor's failure to comply with the terms of the Contract.
40 Neither the acceptance by The Tulalip Tribes, nor any payment for the whole or
41 any part of the Work, nor any extension of time, nor any possession taken by The
42 Tulalip Tribes shall operate as a waiver of any portion of the Contract or of any
43 power herein reserved or any right to damages herein provided, or bar recovery of
44 any money wrongfully or erroneously paid to the Contractor. A waiver of any breach
45 of the Contract shall not be held to be a waiver of any other or subsequent breach.
46

SPECIAL PROVISIONS - Continued

1 The Contractor and The Tulalip Tribes recognize that the impact of overcharges to
2 The Tulalip Tribes by the Contractor resulting from antitrust law violations by the
3 Contractor's suppliers or Subcontractors adversely affects The Tulalip Tribes
4 rather than the Contractor. Therefore, the Contractor agrees to assign to The
5 Tulalip Tribes any and all claims for such overcharges.

6 **1-08 PROSECUTION AND PROGRESS**

7

8 Add the following new section:

9

10 **1-08.0 Preliminary Matters**
11 (May 25, 2006 APWA GSP)

New Section

12

13 **1-08.0(1) Preconstruction Conference**
14 (October 10, 2008 APWA GSP)

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

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

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

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

SPECIAL PROVISIONS - Continued

1 Add the following new section:
2

3 **1-08.0(2) Hours of Work**
4 **(*****)**
5

New Section

6 Except in the case of emergency or unless otherwise approved by the Engineer,
7 the normal working hours for the Contract shall be any consecutive 8-hour period
8 between 8:00 a.m. and 5:00 p.m. Monday through Friday, exclusive of a lunch
9 break. If the Contractor desires different than the normal working hours stated
10 above, the request must be submitted in writing prior to the preconstruction
11 conference, subject to the provisions below. The working hours for the Contract
12 shall be established at or prior to the preconstruction conference.
13

14 All working hours and days are also subject to local permit and ordinance
15 conditions (such as noise ordinances).
16

17 If the Contractor wishes to deviate from the established working hours, the
18 Contractor shall submit a written request to the Engineer for consideration. This
19 request shall state what hours are being requested, and why. Requests shall be
20 submitted for review no later than *** 5 days *** prior to the day(s) the Contractor
21 is requesting to change the hours.
22

23 If the Contracting Agency approves such a deviation, such approval may be
24 subject to certain other conditions, which will be detailed in writing. For example:
25

- 26 1. On non-Federal aid projects, requiring the Contractor to reimburse the
27 Contracting Agency for the costs in excess of straight-time costs for
28 Contracting Agency representatives who worked during such times. (The
29 Engineer may require designated representatives to be present during the
30 work. Representatives who may be deemed necessary by the Engineer
31 include, but are not limited to: survey crews; personnel from the Contracting
32 Agency's material testing lab; inspectors; and other Contracting Agency
33 employees or third party consultants when, in the opinion of the Engineer,
34 such work necessitates their presence.)
35
- 36 2. Considering the work performed on Saturdays, Sundays, and holidays as
37 working days with regard to the contract time.
38
- 39 3. Considering multiple work shifts as multiple working days with respect to
40 contract time even though the multiple shifts occur in a single 24-hour
41 period.
42
- 43 4. If a 4-10 work schedule is requested and approved the non working day for
44 the week will be charged as a working day.
45
- 46 5. If Davis Bacon wage rates apply to this Contract, all requirements must be
47 met and recorded properly on certified payroll

SPECIAL PROVISIONS - Continued

1 Section 1-08.0(2), the last paragraph, No. 5, is revised to read as follows:

2
3 (*****)

- 4 5. Davis Bacon wage rates apply to this Contract, all requirements must be
5 met and recorded properly on certified payroll.
6

7 **1-08.1 Subcontracting**

8
9 Section 1-08.1 is revised as follows:

10
11 (*****)

12 Prior to any subcontractor or lower tier subcontractor beginning work, the
13 Contractor shall submit to the Engineer a certification (WSDOT Form 420-004 EF)
14 that a written agreement between the Contractor and the subcontractor or between
15 the subcontractor and any lower tier subcontractor has been executed.
16

17 A Subcontractor or lower tier Subcontractor will not be permitted to perform any
18 work under the contract until the following documents have been completed and
19 submitted to the Engineer:
20

- 21 1. Request to Sublet Work (Form 421-012 EF), and
22
23 2. Contractor and Subcontractor or Lower Tier Subcontractor Certification for
24 Federal-aid Projects (Form 420-004 EF), and
25
26 3. An approved Tulalip Tribes TERO Compliance Plan for the Subcontractor.
27

28 The Contractor's records pertaining to the requirements of this Special Provision
29 shall be open to inspection or audit by representatives of the Contracting Agency
30 during the life of the contract and for a period of not less than 3 years after the date
31 of acceptance of the contract. The Contractor shall retain these records for that
32 period. The Contractor shall also guarantee that these records of all
33 Subcontractors and lower tier Subcontractors shall be available and open to similar
34 inspection or audit for the same time period.
35

36 **1-08.3 Progress Schedule**

37
38 Section 1-08.3 is supplemented with the following:

39
40 (*****)

41 The Contractor shall submit a construction schedule to the Contracting Agency
42 within 10 calendar days of award of contract. The Contracting Agency will have the
43 right to review the schedule, and must approve the schedule prior to issuing Notice
44 to Proceed.
45

SPECIAL PROVISIONS - Continued

1 The weekly schedule updates shall clearly identify the critical path items of the
2 work.

3 4 **1-08.4 Prosecution of Work**

5
6 Delete this Section and replace it with the following:

7
8 (*****)

9 **1-08.4 Notice to Proceed and Prosecution of Work**

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

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

30 31 **Construction Coordination Meetings**

32 The Contracting Agency or its authorized representative will schedule and
33 administer construction coordination meetings on a weekly basis with the
34 Engineer, Contractor, subcontractors, and other interested parties. The Contractor
35 shall actively and regularly prepare for, attend, and participate in these meetings
36 throughout the duration of the project until Contract Completion. The purpose of
37 these meetings is to coordinate and facilitate communication between the parties
38 to facilitate the performance of the respective responsibilities and the successful
39 completion of the project.

40
41 The Contracting Agency will establish the weekly meeting times, dates and location
42 with agreement from the Engineer and Contractor.

43
44 Project meetings shall be held at a location designated by the Contracting Agency.
45

SPECIAL PROVISIONS - Continued

1 The Contracting Agency will make physical arrangements for meetings, prepare
2 agenda with copies for participants, preside at meetings, record minutes, and
3 distribute copies within 5 working days to participants and those affected by
4 decisions made at meetings.

5
6 Attendance: Contracting Agency, Engineer, Contractor's Project Manager, and
7 Project Superintendent all as appropriate to address agenda topics for each
8 meeting. Major subcontractors and suppliers shall attend when requested by the
9 Contracting Agency, Engineer, or Contractor.

10
11 The specific administrative and procedural requirements for project meetings
12 including, but not limited to, Safety, RFI Status, Contract Submittals, Materials
13 Submittals, RFPs, Field Directives, Change Orders, project schedule, and 2-week
14 look ahead, Working Days, Critical path items, Contract compliance, Pay
15 applications, and open discussion.

16
17 **Safety**

18 All parties agree that they are responsible for compliance with all tribal, local, and
19 federal laws, regulations, and standards that pertain to safety, as those laws,
20 regulations, and standards apply to its employees. All parties recognize that the
21 responsibility for employee safety rests with each employer respectively. Each
22 contractor (prime or sub) shall be responsible for the safety of its own employees.
23 The Contracting Agency accepts no responsibility for, nor will it provide any safety
24 consultation, monitoring, or enforcement to any contractor on the site concerning
25 the safety of contractor's employees. Any safety equipment needed on the job,
26 including but not limited to, PPE, shall be furnished by each contractor for its
27 employees.

28
29 The Contracting Agency will regard safety on this project to be of the utmost
30 importance. Under no conditions shall safety requirements be waived for the sake
31 of cost, schedule, or convenience. SAFETY MAY BE USED AS CRITERIA FOR
32 APPROVAL OF PAY APPLICATIONS. Unsafe conditions, lack of proper and/or
33 untimely documentation and submittals, and lack of adherence to safety rules and
34 requirements will not be tolerated.

35
36 Each contractor, AS A MINIMUM, shall follow all tribal, local, and federal laws
37 regarding worker safety. This shall include all requirements of OSHA and
38 referenced standards therein included.

39
40 The Contracting Agency may, at various times, request voluntary OSHA
41 inspections. Each contractor shall immediately correct and respond to any
42 violations in writing to the Contracting Agency, and to the appropriate agency.

43
44 Indiscriminate accumulations of debris, waste, or scrap in work areas will not be
45 permitted. (Areas must be designated for storage or disposal.) All materials, tools,
46 and equipment must be stored in an orderly manner in designated areas.

SPECIAL PROVISIONS - Continued

Safety Program

1
2 A. Contractor shall submit, within 10 days of Notice to Proceed, a copy of its
3 company safety program including jobsite-specific safety plans. This program
4 shall incorporate all lower-tier subcontractor safety information or separate
5 policies shall be submitted for all lower-tier subcontractors used on the project.
6 This safety policy shall conform to all OSHA requirements and shall include as
7 follows:

8
9 B. A Hazard Communications Program, including site specific Materials Safety
10 Data Sheets (MSDS) for all chemicals used by Contractor and its
11 subcontractors.

- 12
13 1. Provisions for continual training of all on-site employees. This shall be done
14 by holding weekly safety toolbox talks, documented by signed attendance
15 sheets with safety topic submitted to the Contracting Agency at each weekly
16 project meeting.
- 17 2. Weekly jobsite safety inspections shall be completed by each Contractor.
- 18 3. Designation and continual training of competent persons for the project.
- 19 4. Contractor shall provide services of a competent safety person (as defined
20 by OSHA) for the project to inspect the project for safety hazards related to
21 their Work. The safety person should not be one of the superintendents
22 dedicated to this Project; however, the safety person shall be on-site
23 whenever Work is being performed by Contractor. The safety person shall
24 attend the Project coordination meetings.
- 25 5. Contractor, with assistance from all contractors' safety persons, shall
26 perform a monthly total Project safety audit conducted by a company safety
27 officer or independent consultant of the Contractor. Results of the safety
28 audit shall be submitted to the Contracting Agency and distributed to all
29 contractors the same day the audit is conducted by Contractor. If a
30 contractor does not immediately address any observed or noted safety
31 concern, Contractor's company safety officer or independent consultant
32 shall contact the Owner, through the Contracting Agency. Contractor's
33 company safety officer or independent consultant, with assistance from
34 Contractor's competent safety person, shall record all accidents for the
35 Project and report their findings to the Owner, through the Contracting
36 Agency.
- 37 6. Provisions for enforcement of the safety policies by Site Foreman,
38 Superintendent, and/or Project Manager.
- 39 7. Documentation that each on-site employee has been trained in general
40 safety and has been informed of the location of the Safety Program, Haz-
41 Com Program, and Emergency procedures on this project.
- 42

Submittals

43 A. Company safety programs, as described above, shall be submitted to the
44 Contracting Agency within ten days of Notice to Proceed or Letter of Intent to
45 Award. Additions to the program, such as documentation of training as new
46

SPECIAL PROVISIONS - Continued

1 employees arrive at the site, shall be forwarded to the Contracting Agency. All
2 contractor Safety Programs, and Haz-Com Programs, with MSDS Sheets, will
3 be kept in one central location within the Contractor’s office throughout the
4 duration of the project.

5
6 B. Contractor is required to conduct and all employees are required to attend a
7 “Tool Box”-type safety meeting once a week. These meetings may either be
8 presided over by Contractor’s foreman or another competent representative
9 designated by Contractor. The Contracting Agency’s personnel are available to
10 participate in these safety meetings.

11
12 Contractor will be responsible to submit WEEKLY tool box safety meeting
13 minutes to the Contracting Agency while Contractor has employees on-site.

14
15 C. All weekly inspections will be documented by Contractor and submitted to the
16 Owner, through the Contracting Agency. Contractor shall immediately correct
17 all deficiencies and submit a list of corrective actions within 1 working day, or
18 sooner if required, of safety inspection.

19
20 D. Subject-specific daily and/or weekly inspections by Contractor, including
21 temporary electric, crane, or other work activities as required, shall be timely
22 submitted to the Owner through the Contracting Agency.

23
24 **Training**

25 A. Contractor shall ensure that employee designated as Project Competent
26 Person has been fully trained for this task and has the full authority to take
27 corrective action when required.

28
29 B. Contractor shall provide continual training to Project Competent Person,
30 Superintendent, and Foreman as required by Tribal or OSHA standards.

31
32 C. The Contracting Agency may recommend General Safety Topics to enable
33 Contractor’s supervising personnel to train employees if a Contractor requests
34 such assistance.

35
36 **1-08.5 Time for Completion**

37
38 Revise the third and fourth paragraphs to read:

39
40 (*****)

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

43
44 Each working day shall be charged to the contract as it occurs, until the contract
45 work is physically complete. If substantial completion has been granted and all the
46 authorized working days have been used, charging of working days will cease.

SPECIAL PROVISIONS - Continued

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

15
16 Revise the sixth paragraph to read:

17
18 (*****)

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

- 23
- 24 1. The physical work on the project must be complete; and
- 25
- 26 2. The Contractor must furnish all documentation required by the contract and
27 required by law, to allow the Contracting Agency to process final acceptance
28 of the contract. The following documents must be received by the Project
29 Engineer prior to establishing a completion date:
 - 30
 - 31 a. Certified Payrolls (per Section 1-07.9(5)).
 - 32 b. Material Acceptance Certification Documents.
 - 33 c. Final Contract Voucher Certification.
 - 34 d. Copies of the approved "Affidavit of Prevailing Wages Paid" for the
35 Contractor and all Subcontractors.
 - 36 e. Property owner releases per Section 1-07.24.
 - 37 f. An original signed and notarized Final Waiver and Release of Claim
38 Form from the Contractor.
 - 39 g. Original signed and notarized Final Waiver and Release of Claim Form
40 for all Subcontractors and Material Suppliers regardless of tier.
 - 41 h. Affidavit from the Tulalip Tribes TERO office that the TERO Fee for the
42 Project has been paid.
 - 43

SPECIAL PROVISIONS - Continued

1 Section 1-08.5 is supplemented with the following:

2

3 (*****)

4 This project shall be physically completed within 60 working days.

5 **1-09 MEASUREMENT AND PAYMENT**

6

7 **1-09.2 Weighing Equipment**

8

9 **1-09.2(1) General Requirements for Weighing Equipment**

10 (January 4, 2024 APWA GSP, Option B)

11

12 Revise item 4 of the fifth paragraph to read:

13

14 4. Test results and scale weight records for each day's hauling operations are
15 provided to the Engineer daily. Reporting shall utilize WSDOT form 422-027A,
16 Scaleman's Daily Report, unless the printed ticket contains the same
17 information that is on the Scaleman's Daily Report Form. The scale operator
18 must provide AM and/or PM tare weights for each truck on the printed ticket.

19

20 **1-09.6 Force Account**

21 (December 30, 2022 APWA GSP)

22

23 Supplement this section with the following:

24

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

32

33 **1-09.7 Mobilization**

34

35 Section 1-09.7 is supplemented with the following:

36

37 (*****)

38 Payment for Mobilization will be made from two-thirds of the lump sum amount
39 named in the Bid Schedule, which price shall be complete compensation for all
40 mobilization of employees, equipment and materials, and preparation of all
41 necessary submittals as well as the bonds, insurance, site improvements etc. all
42 in conformance with the Contract Documents. In calculating the partial payment
43 due for mobilization, percent completion will be based on the sum of completed
44 work. Payment for Demobilization will be made from one-third of the lump sum
45 amount based on completion of all work which payment will be considered

SPECIAL PROVISIONS - Continued

1 complete compensation for removal of all equipment, materials, labor hauling,
2 cleanup, restoration work etc. required to remove all of the Contractor's operation
3 and cleanup the site in accordance with the Contract Documents. In calculating
4 the partial payment due for demobilization, percent completion will be based on
5 the sum of completed work.
6

1-09.8 Payment for Material on Hand

7
8
9 The last paragraph of Section 1-09.8 is revised to read:

10
11 (August 3, 2009 WSDOT GSP, Option 1)

12 The Contracting Agency will not pay for material on hand when the invoice cost is
13 less than \$2,000. As materials are used in the work, credits equaling the partial
14 payments for them will be taken on future estimates. Each month, no later than the
15 estimate due date, the Contractor shall submit a letter to the Engineer that clearly
16 states: 1) the amount originally paid on the invoice (or other record of production
17 cost) for the items on hand, 2) the dollar amount of the material incorporated into
18 each of the various work items for the month, and 3) the amount that should be
19 retained in material on hand items. If work is performed on the items and the
20 Contractor does not submit a letter, all of the previous material on hand payment
21 will be deducted on the estimate. Partial payment for materials on hand shall not
22 constitute acceptance. Any material will be 12 rejected if found to be faulty even if
23 partial payment for it has been made.
24

1-09.9 Payments

25
26
27 Revise the first paragraph to read:

28
29 (*****)

30 The basis of payment will be the actual quantities of Work performed according to
31 the Contract and as specified for payment. For items Bid as lump sum, with a bid
32 price of more than or equal to \$20,000, the Contractor shall submit a breakdown
33 of the lump sum price in sufficient detail for the Engineer to determine the value of
34 the Work performed on a monthly basis. Lump sum breakdowns shall be provided
35 to the Engineer no later than the date of the preconstruction conference.
36

37 Delete the third paragraph and replace it with the following:

38
39 (*****)

40 Progress payments for completed work will be based upon progress estimates
41 prepared by the Contractor. A progress estimate cutoff date will be established at
42 the preconstruction conference.
43

44 The initial progress estimate will be made no later than 30 days after the Contractor
45 commences the work, and successive progress estimates will be made every
46 month thereafter until the Completion Date. Progress estimates made during
47 progress of the work are tentative, and made only for the purpose of determining

SPECIAL PROVISIONS - Continued

1 progress payment. The progress estimates are subject to change at any time prior
2 to the calculation of the Final Payment.

3
4 The value of the progress estimate will be the sum of the following:

- 5 1. Unit Price Items in the Bid Form – the approximate quantity of acceptable
6 units of work completed multiplied by the unit price.
- 7 2. Lump Sum Items in the Bid Form – partial payment for lump sum Bid items
8 will be a percentage of the price in the Proposal based on the Engineer’s
9 determination of the amount of Work performed, with consideration given
10 to, but not exclusively based on, the Contractor’s lump sum breakdown for
11 that item.
- 12 3. Change Orders – entitlement for approved extra cost or completed extra
13 work as determined by the Engineer.

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

- 15 1. Retainage per Section 1-09.9(1);
- 16 2. The amount of Progress Payments previously made; and
- 17 3. Funds withheld by the Contracting Agency for disbursement in accordance
18 with the Contract Documents.

19
20 Progress payments for work performed shall not be evidence of acceptable
21 performance or an admission by the Contracting Agency that any work has been
22 satisfactorily completed. The determination of payments under the contract will be
23 final in accordance with Section 1-05.1.

24
25 Payments will be made by warrants, issued by the Contracting Agency’s fiscal
26 officer, against the appropriate fund source for the project. Payments received on
27 account of work performed by a subcontractor are subject to the provisions of RCW
28 39.04.250.

30 **1-09.11 Disputes and Claims**

31
32 Section 1-09.11 is revised to read:

33
34 (*****)

35 **Forum For Equitable Relief**

36 The Tribal Court of the Tulalip Tribes of Washington shall have exclusive
37 jurisdiction over any action or proceeding for any injunction or declaratory
38 judgment concerning any agreement or performance under the Contract
39 Documents or in connection with the Project. Any such action or proceeding arising
40 out of or related in any way to the Contract or performance thereunder shall be
41 brought only in the Tribal Court of the Tulalip Tribes of Washington and the

SPECIAL PROVISIONS - Continued

1 Contractor irrevocably consents to such jurisdiction and venue. The Contract shall
2 be governed by the law of the State of Washington.
3

4 **Forum For Money Damages**

5 The Tribal Court of the Tulalip Tribes of Washington shall be the exclusive
6 jurisdiction for any action or proceeding for any injunction or declaratory judgment
7 concerning any agreement or performance under the Contract Documents or in
8 connection with the Project. The Tribal Court of the Tulalip Tribes of Washington
9 shall be the exclusive jurisdiction for any action or proceeding by the Contractor or
10 the Contractor’s Surety, if applicable, for any money damages concerning any
11 agreement or performance under the Contract Documents or in connection with
12 the Project.
13

14 **1-10 TEMPORARY TRAFFIC CONTROL**

15
16 **1-10.1 General**

17
18 The first paragraph of Section 1-10.1 is revised as follows:
19

20 (*****)

21 The Contractor shall provide construction staging and traffic control plans to The
22 Contracting Agency for review and approval for all work located within public rights
23 of way. Plans shall be submitted for review no more than 7 calendar days following
24 award of the contract. Notice to Proceed will not be given until the traffic control
25 plans are approved. Plans shall be in accordance with the MUTCD and the
26 WSDOT “Work Zone Traffic Control Guidelines.” A minimum of 10 working days
27 will be required for review. Whenever traffic control devices are located on state
28 highways or affect traffic on state highways, the temporary traffic control plans will
29 also be reviewed and approved by WSDOT. Plans will be developed by the Traffic
30 Control Supervisor or a licensed civil engineer. These plans shall supplement
31 Construction Staging Plans. Construction Staging Plans shall be prepared by the
32 Contractor or a licensed civil engineer. The traffic control plans as provided by the
33 Contractor shall include and not be limited to the following information:
34

- 35 • Minimum lane widths provided for vehicular travel.
- 36 • Location, legend, and size for all signage.
- 37 • Location of flagger stations.
- 38 • Lane closure tapers.
- 39 • Identification and spacing for traffic control devices.
- 40 • Identification of pedestrian access routes.

41
42 The Contractor shall provide flaggers, signs, and other traffic control devices not
43 otherwise specified as being furnished by the Contracting Agency. The Contractor
44 shall erect and maintain all construction signs, warning signs, detour signs, and

SPECIAL PROVISIONS - Continued

1 other traffic control devices necessary to warn and protect the public at all times
2 from injury or damage as a result of the Contractor's operations which may occur
3 on highways, roads, streets, sidewalks, or paths. No work shall be done on or
4 adjacent to any traveled way until all necessary signs and traffic control devices
5 are in place.
6

7 Construction Staging Plans as provided by the Contractor shall separate the
8 project into stages of construction that when completed will include all of the work
9 included in the contract. Construction Staging Plans shall include and not be
10 limited to the following information:
11

- 12 • Delineation of areas where work will occur in each stage.
- 13 • Delineation including lane widths for vehicular travel lanes that will be
14 maintained during each stage of construction.
- 15 • A description of the work that will be completed within each stage.
- 16 • Location(s) for access to and from the work area(s).
17

18 **1-10.2 Traffic Control Management**

19 **1-10.2(1) General**

20 Section 1-10.2(1) is supplemented with the following:
21

22 (October 3, 2022 WSDOT GSP, Option 1)

23 The Traffic Control Supervisor shall be certified by one of the following:
24

25 The Northwest Laborers-Employers Training Trust
26 27055 Ohio Ave.
27 Kingston, WA 98346
28 (360) 297-3035
29 <https://www.nwlett.edu>
30
31

32 Evergreen Safety Council
33 12545 135th Ave. NE
34 Kirkland, WA 98034-8709
35 1-800-521-0778
36 <https://www.esc.org>
37
38

39 The American Traffic Safety Services Association
40 15 Riverside Parkway, Suite 100
41 Fredericksburg, Virginia 22406-1022
42 Training Dept. Toll Free (877) 642-4637
43 Phone: (540) 368-1701
44 <https://atssa.com/training>
45

SPECIAL PROVISIONS - Continued

1 Integrity Safety
2 13912 NE 20th Ave.
3 Vancouver, WA 98686
4 (360) 574-6071
5 <https://www.integritysafety.com>
6

7 US Safety Alliance
8 (904) 705-5660
9 <https://www.ussafetyalliance.com>
10

11 K&D Services Inc.
12 2719 Rockefeller Ave.
13 Everett, WA 98201
14 (800) 343-4049
15 <https://www.kndservices.net>
16

1-10.2(2) Traffic Control Plans

17
18 The first sentence of Section 1-10.2(2) is replaced with the following:

19
20
21 (*****)

22 Traffic control plans and Construction Staging Plans have not been provided by
23 the Owner. The Contractor shall prepare traffic control plans and Construction
24 Staging Plans. Traffic control plans and Construction Staging Plans shall be
25 prepared based on the requirements set forth in Sections 1-07.23 and 1-10.1 of
26 these Special Provisions. Preparation of the Traffic Control Plan and Construction
27 Staging Plans shall be included in other items of work contained in the proposal.
28

1-10.4 Measurement

1-10.4(1) Lump Sum Bid for Project (No Unit Items)

29
30
31
32 Section 1-10.4(1) is supplemented with the following:

33
34
35 (*****)

36 The bid Proposal contains the lump sum bid item "Project Temporary Traffic
37 Control". The provisions of Section 1-10.4(1) apply.
38

SPECIAL PROVISIONS - Continued

1 **1-10.5 Payment**

2

3 **1-10.5(1) Lump Sum Bid for Project (No Unit Items)**

4

5 Section 1-10.5(1) is supplemented with the following:

6

7 (*****)

8 The lump sum bid for “Project Temporary Traffic Control”, shall also include all
9 costs associated with preparing and receiving approval for the Traffic Control Plans
10 and Construction Staging Plans, including all revisions and updates necessary
11 throughout the duration of the project. The lump sum cost also includes all payment
12 for obtaining and maintaining traffic control permits.

13

END OF DIVISION 1

14

15

SPECIAL PROVISIONS - Continued

1

2

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1 **DIVISION 2**

2 **EARTHWORK**

3 **2-01 CLEARING, GRUBBING AND ROADSIDE CLEANUP**

4
5 **2-01.1 Description**

6
7 Section 2-01.1 shall be supplemented with the following:

8
9 (March 13, 1995 WSDOT GSP Option 1)

10 Clearing and grubbing on this project shall be performed within the following limits:

11
12 ***Clearing and grubbing limits as shown on the Plans or as required to
13 complete the work.***

14
15 (*****)

16 Clearing and grubbing shall include the removal and disposal of all trees or
17 vegetation within the project area or as required for installation of the
18 improvements. Such operations shall be limited to only those items that must be
19 removed for the project construction; vegetation and trees not affected by the
20 construction shall not be removed or damaged.

21
22 Miscellaneous small items requiring removal have not been shown on the Plans.

23 **2-01.2 Disposal of Usable Material and Debris**

24 **2-01.2(2) Disposal Method No. 2 – Waste Site**

25
26 Section 2-01.2(2) is supplemented with the following:

27
28 (*****)

29 No waste site has been provided for the disposal of excess material. All material
30 removed by clearing and grubbing operations shall be disposed of by the
31 Contractor at a legal disposal site obtained by the Contractor meeting the
32 requirements of Section 2-03.3(7)C. All fees shall be borne by the Contractor.

33
34 **2-01.4 Measurement**

35
36 Section 2-01.4 shall be replaced with the following:

37
38 (*****)

39 No separate measurement for payment will be made for routine cleanup, but
40 instead routine cleanup will be included in the lump sum price for "Removal of
41 Structures and Obstructions".

SPECIAL PROVISIONS - Continued

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2-02 REMOVAL OF STRUCTURES AND OBSTRUCTIONS

2-02.1 Description

Section 2-02.1 shall be supplemented with the following:

(*****)

Removal of structures and obstructions shall include all work necessary for the construction of this project. Removal of structures and obstructions shall include but is not limited to:

1. Trimming and clean-up per Section 2-11.

In general, the Contractor shall remove/dispose or abandon existing items that are in conflict with the new improvements, as noted, and/or shown on the Plans is required to complete the work.

This work shall also consist of adjusting water to finished grade.

This work shall also consist of all labor, tools, equipment, and materials necessary to remove, haul, and dispose of the chain link fence and gate, existing water infrastructure to be removed, and all other materials not having specific bid items off-site at a Contractor-obtained legal disposal site. In addition, all backfill and compaction of backfill, as defined in the Plans and these Specifications needed to fill the void left after the removal shall be included.

These items are identified on the Plans or within these Specials Provisions and shall be delivered to the Tulalip Tribes. All other materials removed shall become the property of the Contractor and shall be disposed of at a Contractor-provided waste site meeting the requirements of Section 2-03.3(7) to be obtained and paid for by the Contractor.

2-02.3 Construction Requirements

Add the following new sections:

(*****)

2-02.3(4) Remove/Abandon Existing Water Main New Section

Portions of the existing water systems shall be abandoned in place or removed.

Water main pipe that is abandoned in place shall have a concrete plug installed in all openings. The length of plug shall equal twice the diameter of the pipe.

Existing water meters, setters, and meters boxes that are removed shall be salvaged and delivered to the Tribes' Public Works Shop.

SPECIAL PROVISIONS - Continued

1 The excavation from any pipe sections or meter boxes that are removed shall be
2 backfilled with crushed surfacing top course and compacted to minimum
3 95 percent max dry density.

4 No separate measurement for payment will be made for backfill in association with
5 removing or abandoning the water piping. It will instead be included in the unit
6 contract price for the utility being installed.

7 **2-02.3(5) Asbestos Handling and Disposal** **New Section**

8 Prior to performance of any contract work, the Contractor shall obtain all permits
9 from, and provide notification to, the Washington State Department of Labor and
10 Industries, the United States Environmental Protection Agency (USEPA), the local
11 air pollution control agency, and other permitting and regulatory agencies with
12 jurisdiction over the work involving asbestos as required in WAC Chapter 296-65,
13 "Asbestos removal and encapsulation."

14 All work involved in the removal, salvage, or disposal of AC pipe shall be the
15 responsibility and at the expense of the Contractor. The Contractor shall ensure
16 the safety of all workers, visitors to the site, and general public in accordance with
17 all applicable laws, rules, and regulations.

18 All contractors working with AC pipe must be state-certified. The Contractor shall
19 designate a Washington State Certified Asbestos Supervisor (CAS) to personally
20 supervise the asbestos removal and to ensure that the handling and removal of
21 asbestos is accomplished by certified asbestos workers, pursuant to Washington
22 State Department of Labor and Industries Standards. The Contractor shall ensure
23 that the removal and disposal of asbestos meets the requirements of USEPA
24 Regulation 40 CFR Part 61, local health department regulations, and all other
25 applicable regulations.

26 The Contractor shall provide protective clothing and equipment (coveralls, gloves,
27 boots, head covering, goggles, respirators, etc.) to crews working with asbestos
28 cement pipe in order to ensure the worker's exposure to asbestos material is at or
29 below the limits prescribed in WAC 296-62-07705.

30 All costs associated with asbestos handling and disposal shall be included in the
31 lump sum cost for "Remove/Abandon Water System".

32 **2-02.3(6) Pothole Existing Utility** **New Section**

33 Locations of known possible conflicts between the planned improvements area
34 shown on the Plans based on available records provided during the design phase
35 of this project. Based on the actual location of utility markings, it may be necessary
36 to uncover existing utilities and determine the exact location.

SPECIAL PROVISIONS - Continued

1 After completion of field marking of the existing utilities, the Contractor shall
2 determine if an existing utility may be in conflict with the planned improvements.
3 Should a conflict seem likely, the Contractor shall notify the Tulalip Tribes. If the
4 Tulalip Tribes concur that a conflict is likely, the Contractor will be directed to
5 expose the location of the subject utility (pothole). When the potholing is required
6 by the Tribes, the Contractor shall expose the location of the existing utility and
7 record the size of pipe and horizontal and vertical location on the Contractor's
8 Record Drawings. Upon receipt of this information, the Engineer will determine if
9 a conflict exists. The Tribes will notify the Contractor within 7 full working days as
10 to what design modifications, if any, are required to resolve the conflict.

11 **2-02.3(7) Locate Existing Waterline** **New Section**

12 The Contractor shall locate the horizontal position of the existing water main of
13 different sizes within the project limit. The contractor shall complete this task within
14 2 weeks of receiving notice to proceed. The Contractor shall provide horizontal
15 information to the Engineer via AutoCAD 2018. The Contractor shall allow the
16 Engineer 2 weeks to adjust the alignment of the 6-inch water line (if needed) to
17 maintain 5 feet horizontal separation. Adjustments to the alignment of the proposed
18 6-inch water line base upon the Contractor-provided information shall not be the
19 basis for a revision to the contract price for the 6-inch water line.

20 **2-02.4 Vacant**

21
22 Section 2-02.4, including title, is replaced with the following:

23
24 (*****)
25 **2-02.4 Measurement**

26
27 No specific unit of measure will apply to the lump sum item "Removal of Structures
28 and Obstructions".

29
30 "Pothole Existing Utility" will be measured per each.

31
32 "Locate Existing Waterline" will be measured as a lump sum.

33
34 "Removing Asphalt Conc. Pavement" will be measured per square yard.

35
36 "Removing Cement Conc. Pavement" will be measured per square yard.

37
38 No specific unit of measure shall apply to the lump sum item "Remove/Abandon
39 Water System".

40
41 No separate measurement will be made for saw cutting of any kind.
42

SPECIAL PROVISIONS - Continued

1 No separate measurement for payment will be made for crushed surfacing top
2 course in association with backfill. It will instead be included in the unit contract
3 price for the utility being installed.
4

5 **2-02.5 Payment**
6

7 Section 2-02.5 is supplemented with the following:
8

9 (*****)

10 No payment will be made for saw cutting on the project. All costs for saw cutting
11 shall be incidental to the bid item for the material that is removed.
12

13 "Removal of Structures and Obstructions", per lump sum.
14

15 The unit contract price for "Removal of Structures and Obstructions" shall be full
16 compensation for all labor, tools, equipment, and materials necessary to remove,
17 haul, and dispose of the chain link fence and gate and all other materials not having
18 specific bid items off-site at a Contractor-obtained legal disposal site. In addition,
19 all backfill and compaction of backfill, as defined in the Plans and these
20 Specifications needed to fill the void left after the removal shall be included in the
21 lump sum cost for "Removal of Structures and Obstructions".
22

23 "Pothole Existing Utility", per each.
24

25 The unit contract price for "Pothole Existing Utility" per each shall be full
26 compensation for all labor, tools, equipment, and materials necessary to expose
27 the locations of existing utilities, record vertical and horizontal locations and size
28 and type of utility, backfill, and compact excavated areas per Tulalip Tribes'
29 guidelines. This unit price shall also include the cost for rescheduling work as
30 required to allow the Engineer to issue any design modifications as may be
31 required. Potholing to determine the horizontal location in "Locate Existing
32 Waterline" is excluded from this Bid Item.
33

34 "Locate Existing Waterline", per lump sum.
35

36 The unit contract price for "Locate Existing Waterline" shall be full compensation
37 for all labor, tools, equipment, and materials necessary to locate the existing
38 waterline and provide as-built horizontal location.
39

40 "Removing Asphalt Conc. Pavement", per square yard.
41

42 Payment for "Removing Asphalt Conc. Pavement" will be full compensation for all
43 costs associated with removing and disposing of the pavement materials, including
44 grinding and removal of existing asphalt, regardless of depth in accordance with

SPECIAL PROVISIONS - Continued

1 the Contract Documents. No payment will be made for saw cutting asphalt
2 concrete pavement. All costs for saw cutting shall be incidental to this bid item.

3
4 “Removing Cement Conc. Pavement”, per square yard.

5
6 Payment for “Removing Cement Conc. Pavement” will be full compensation for all
7 costs associated with removing and disposing of the cement materials, regardless
8 of depth, in accordance with the Contract Documents. No payment will be made
9 for saw cutting cement concrete pavement. All costs for saw cutting shall be
10 incidental to this bid item.

11
12 “Remove/Abandon Water System”, per lump sum.

13
14 The bid price in the Proposal for “Remove/Abandon Water System” will be full
15 compensation for the costs of all labor, tools, equipment, and materials necessary
16 to remove, abandon in place, haul, dispose of all items associated with the water
17 systems, including backfill with crushed surfacing top course, AC pipe removal and
18 disposal, and delivery of salvaged items/equipment to the Tribes’ Public Works
19 Shop as described in the Plans and these Specifications. Remove hydrant
20 assembly shall be paid for separately. See Section 7-14. Cluster valve at 8-inch
21 tie-in at 77th Place NW and Hermosa Beach Road shall be removed and AC main
22 shall be abandoned. Valve box removal, backfill with crushed rock or crushed
23 surfacing top course, compaction, in-kind surface restoration, and delivery of
24 salvaged item to the Tribes’ Public Works Shop as described in the Plans shall be
25 incidental to this bid item.

26
27 **2-03 ROADWAY EXCAVATION AND EMBANKMENT**

28
29 **2-03.3 Construction Requirements**

30 **2-03.3(7) Disposal of Surplus Material**

31
32 Section 2-03.3(7) is supplemented with the following:

33 (*****)

34 All material removed by excavation, including all unsuitable material, shall be
35 disposed off-site in accordance with Section 2-03.3(7)C.

SPECIAL PROVISIONS - Continued

1 **2-03.3(14) Embankment Construction**

2 **2-03.3(14)E Unsuitable Foundation Excavation**

3
4 Section 2-03.3(14)E is supplemented with the following:

5 (*****)
6 Material to replace unsuitable foundation material shall be gravel borrow meeting
7 the requirements of Section 9-03.14(1).
8

9 **2-03.4 Measurement**

10
11 Section 2-03.4 is supplemented with the following:

12 (*****)
13
14 Measurement of “Unsuitable Foundation Excavation Incl. Haul” shall be by the
15 cubic yard in place of material actually removed below the bottom of pipe bedding
16 limits not to exceed the maximum trench pay limits as shown on the contract plans.
17 Because the amount of such excavation is unknown, a quantity has been selected
18 to provide a common bid base. The unit price submitted shall be used for all such
19 excavation. Material that must be excavated to perform other work as described in
20 the Plans and these Special Provisions, regardless of the nature of the material,
21 shall not be considered as unsuitable foundation excavation. Additional material
22 excavated as directed by the Engineer, to provide a stable subgrade for the trench
23 section, will be measured as “Unsuitable Foundation Excavation Incl. Haul.” No
24 separate measurement will be made for furnishing, hauling, or installing material
25 to replace the unsuitable material removed from the excavation.
26

27 **2-03.5 Payment**

28
29 Section 2-03.5 is supplemented with the following:

30 (*****)
31 “Unsuitable Foundation Excavation Incl. Haul”, per cubic yard

32
33
34 The unit contract price per cubic yard for “Unsuitable Foundation Excavation Incl.
35 Haul” shall be full compensation for the cost of all labor, tools, equipment, and
36 materials necessary to remove, load, haul, and dispose of the unsuitable material
37 off-site at a Contractor-obtained legal disposal site. **The unit bid price shall also**
38 **include all costs associated with furnishing, hauling, placing, and**
39 **compacting the material specified to replace the unsuitable material**
40 **including geotextile for separation.**

41
42 Material to replace unsuitable foundation material shall be gravel borrow meeting
43 the requirements of Section 9-03.14(1).
44

SPECIAL PROVISIONS - Continued

1 **2-04 HAUL**

2
3 **2-04.5 Payment**

4
5 Section 2-04.5 is supplemented with the following:

6
7 (*****)
8 All costs associated with hauling materials of any description to, from, and within
9 the project site shall be included in the appropriate unit bid prices in the Proposal
10 and no further compensation will be paid.

11
12 **2-07 WATERING**

13
14 **2-07.3 Construction Requirements**

15
16 Section 2-07.3 is supplemented with the following:

17
18 (*****)
19 During construction, the Contractor shall have dedicated to the project, a suitable
20 water truck that shall be operated as necessary to control dust. Failure to have a
21 water truck immediately accessible to the job, and failure to use said water truck
22 for dust control, shall be adequate reason to “shut down” the project construction.
23 Such shutdown is herein agreed to upon submitting a Bid for this project.
24 Shutdowns due to the Contractor’s failure to control dust shall not be considered
25 as unworkable days.

26
27 The Contractor shall make necessary arrangements and shall bear the costs for
28 water necessary for the performance of the work.

29
30 Water placement includes that required for dust control while excavating for the
31 installation of the utilities, for processing and compacting the subgrade, and for
32 dust control between the time of subgrade preparation and the placing of asphalt.
33 Dust control water shall be applied as directed by the Engineer or the Project
34 Inspector and for such period of time as he deems necessary.

35
36 **2-07.5 Payment**

37
38 Section 2-07.5 is replaced with the following:

39
40 (*****)
41 No additional payment shall be made for watering. All costs incurred for this item
42 shall be included in the other related bid items.

SPECIAL PROVISIONS - Continued

1 **2-09 STRUCTURE EXCAVATION**

2
3 **2-09.3 Construction Requirements**

4
5 Section 2-09.3 is supplemented with the following:

6
7 (*****)
8 Shoring shall be constructed with provisions made to allow the Inspector to enter
9 the shored trench at any time.

10
11 **2-09.3(1) General Requirements**

12
13 Section 2-09.3(1) is supplemented with the following:

14
15 (*****)
16 Excavation required for this project shall be performed in compliance with the
17 applicable requirements of Section 7-08.3(1) "Excavation and Preparation of
18 Trench."

19
20 All "normal trench dewatering" work associated with maintaining a trench suitable
21 for pipeline construction will be included in the other items of work. "Normal trench
22 dewatering" is defined as dewatering methods occurring in or directly adjacent to
23 the trench, including trash pumps, sump pumps, or other methods in excavated
24 areas. Normal trench dewatering does not include a dewatering system such as
25 well points, well screens, or deep wells.

26
27 **2-09.3(1)D Disposal of Excavated Material**

28
29 Section 2-09.3(1)D is supplemented with the following:

30
31 (*****)
32 All unsuitable material removed as structure excavation shall be disposed of offsite
33 at a legal disposal site.

34
35 Add the following new section and subsections:

36
37 (*****)
38 **2-09.3(1)G Trench Dewatering** **New Section**

39 **2-09.3(1)G1 General**

40 The Contractor shall permit, design, install, operate, and maintain dewatering
41 systems to control groundwater beneath the site, facilitate construction, and to
42 remove, treat, and handle groundwater. It is anticipated that utility and pipe
43 construction will require a dewatering system with wells, well points, sump pumps

SPECIAL PROVISIONS - Continued

1 or other means selected by the Contractor as part of a Groundwater Control Plan
2 prepared and submitted under this section. The Contractor has full design/build
3 responsibility for all investigating the subsurface conditions and selecting the
4 means and methods of controlling groundwater on this Project.

5
6 The Contractor shall dewater utility and pipe trenches and structure excavations in
7 accordance with the requirements of the Contract Documents. All open
8 excavations require construction dewatering and/or depressurization. The range
9 in permeability varies by orders of magnitude. Dewatering systems shall
10 accommodate the extreme variation in subsurface water conditions.

11
12 The Contractor shall take all necessary measures to divert surface flows away from
13 excavations through culverts or other means. The Contractor shall secure all
14 necessary permits to complete the requirements of this section.

15
16 Preliminary information on subsurface water at the site is provided in a
17 Geotechnical Data Report (GDR) found in Appendix A. This information may or
18 may not accurately depict the actual groundwater conditions at or around the time
19 of construction. Consistent with its design/build responsibility, Contractor, its
20 dewatering design engineer/hydrogeologist, and/or specialist dewatering
21 subcontractor shall independently investigate and verify the subsurface
22 groundwater information provided in the Geotechnical Data Report, especially with
23 regard to the potential for moderate to high groundwater inflows with soft and/or
24 highly permeable soils in all areas of the Project. Accordingly, the Contractor shall
25 expect to have to dewater the full length and depth of the open cut portions of the
26 pipeline alignment and all costs incurred by Contractor to permit, design, install,
27 operate, and maintain dewatering systems to control groundwater beneath the site
28 are included in the Contract Unit Price.

29
30 Because the number, depth, and location of wells, well points, pumped wells, or
31 other means selected by the Contractor will depend on additional testing to be
32 conducted by the Contractor, this section requires the Contractor to submit a
33 detailed Groundwater Control Plan and operational schedule prior to
34 commencement of installation of the dewatering system.

35
36 The term groundwater as used herein means water that is found in saturated soils,
37 sediments, and/or rocks below the surface of the ground and which flows in
38 response to artesian pressure, gravitational, tidal, or other forces.

39
40 The term dewatering as used herein means removal and/or
41 lowering/depressurization of groundwater within the subsurface soil profile to
42 levels below the bottom of an excavation or trench as specified in this section.

43
44 The term dewatering system as used herein means a system of wells, well
45 points, sumps, pumps, or other methods selected by the Contractor to remove
46 and/or lower the groundwater adequately to permit safe and dry working

SPECIAL PROVISIONS - Continued

1 conditions, excavation stability, and maintenance of groundwater at levels below
2 the bottom of an excavation or trench as specified in this section.

3 **2-09.3(1)G2 Contractor Submittals**

4 At least 20 working days prior to installation of any dewatering system, the
5 Contractor shall submit a detailed Groundwater Control Plan and operation
6 schedule (Groundwater Control Plan) for dewatering of excavations. The
7 Groundwater Control Plan shall be prepared, signed, and stamped by a
8 professional engineer or licensed hydrogeologist who will be responsible for the
9 design of the dewatering system. Such engineer or hydrogeologist shall have a
10 minimum of five years of experience in the design of dewatering systems and shall
11 be currently registered in the State of Washington as a licensed hydrogeologist or
12 professional engineer. The engineer or hydrogeologist that designs the dewatering
13 system shall demonstrate experience in the design and implementation of
14 construction dewatering including pumped wells, vacuum well points, and
15 depressurization wells. A summary of the engineer's or hydrogeologist's
16 experience shall be included in the Groundwater Control Plan. The Groundwater
17 Control Plan shall identify how the Contractor will manage the rate of dewatering
18 so as to prevent settlement.

19 The Geotechnical Data Report in the appendices provides preliminary information
20 regarding soil and groundwater conditions encountered during explorations. Such
21 information may or may not accurately depict the actual subsurface conditions
22 existing at or around the time of construction. The Groundwater Control Plan
23 submitted by the Contractor shall be based on the Contractor's independent
24 investigation and verification of the subsurface conditions existing at the time of
25 construction. The Contractor shall rely on its own independent investigation and
26 verification of the subsurface conditions at the site in developing its Groundwater
27 Control Plan. The submitted Groundwater Control Plan shall show the number,
28 location, and depth of all dewatering wells, depressurization wells, well points, or
29 other means selected by Contractor, complete with unique identifying reference
30 numbers.

31 The Contractor shall be required to demonstrate performance and effectiveness of
32 the proposed dewatering system and verify that adequate equipment, personnel,
33 and materials are provided to dewater the excavations and to test the quantity and
34 quality of discharge water at all locations and times.

35 The Groundwater Control Plan shall include the installation of observation wells
36 and piezometers sufficient in number, location, and depth to provide monitoring
37 information on the performance and effectiveness of the dewatering system. The
38 Groundwater Control Plan shall show the locations and screen depths of
39 groundwater observation wells. The Groundwater Control Plan shall include a
40 monitoring plan that will prescribe the frequency and manner of monitoring,
41 including both manual and automated measurement of water levels by the

SPECIAL PROVISIONS - Continued

1 Contractor, and the timely and regular submittal of this data in electronic form to
2 the Engineer.

3 The Contractor's Groundwater Control Plan is subject to review by the Engineer.
4 Such review is limited to determining general conformance with the intent of this
5 specification, but not for detailed verification of well sizes, spacing, construction,
6 or adequacy of the planned dewatering. Engineer's review and/or lack of objection
7 to and/or approval of the submitted Groundwater Control Plan shall not modify the
8 requirements of the Contract or relieve the Contractor of its sole responsibility to
9 control groundwater that may exist or may be encountered at the site.

10 The Contractor shall employ the services of a specialty dewatering subcontractor
11 to provide, operate, and decommission all construction dewatering facilities. A
12 specialty dewatering subcontractor is defined as a firm or an established separate
13 division of a firm that has specialized exclusively in construction dewatering for
14 more than three (3) years and includes permanent staff with at least ten (10) years
15 of experience in construction dewatering including vacuum well points, pumped
16 wells, and depressurization wells.

17 The Contractor shall provide product data that demonstrate the suitability of the
18 materials and equipment proposed for use in the dewatering system.

19 The design and implementation of the Groundwater Control Plan shall prevent
20 settlement, formation of ground "heave" and "quick" conditions or "boils" during
21 excavation. Drilling, development, and decommissioning of wells shall comply with
22 Chapter 173-160 WAC and shall be performed by a licensed well driller in
23 compliance with Chapter 173-162 WAC. Copies of all Notices of Construction
24 ("Start Cards") and Well Construction Reports shall be provided to the Engineer.

25 Shoring required by Section 7-08.3(1)B and the Groundwater Control Plan
26 required herein are interdependent and shall be coordinated and submitted
27 together.

28 **2-09.3(1)G3 Quality Control**

29 It shall be the sole responsibility of the Contractor to control the rate and effect of
30 the dewatering in such a manner as to avoid settlement, subsidence, and
31 interference with local wells, or other adverse impacts. Treated water from
32 dewatering activities shall be released at a rate which does not cause erosion, local
33 flooding, or other adverse downstream affects.

34 All Dewatering operations shall be adequate to assure the integrity of the finished
35 Project and shall be the responsibility of the Contractor.

36 Where structures, facilities, or embankments exist adjacent to areas of proposed
37 dewatering, survey reference points shall be established and observed at frequent

SPECIAL PROVISIONS - Continued

1 intervals to detect any settlement which may develop. The responsibility for
2 conducting the dewatering operation in a manner which will protect adjacent
3 structures, facilities, or embankments rests solely with the Contractor. The cost of
4 repairing any damage to adjacent structures, facilities, embankments, and
5 restoration of said structures, facilities, or embankments shall be the responsibility
6 of the Contractor.

7 **2-09.3(1)G4 Equipment**

8 Dewatering, where required, may include the use of pumped wells, vacuum well
9 points, sump pumps, temporary pipelines for water disposal, rock or gravel
10 placement, and other means selected by the Contractor in its sole discretion.

11 Diversion of surface flows, where required, may include the use of culverts,
12 sandbag cofferdams, pumps, or ditches. If pumps are used to divert water around
13 the construction area, the pumps shall be adequately screened to protect fish and
14 debris from pump suction.

15 **2-09.3(1)G5 Contingency Equipment and Materials**

16 The Contractor shall have on site, at all times, sufficient redundant pumping
17 equipment to dewater any open sections of trench, in good working condition, with
18 spare pumps and other equipment for emergencies including, but not limited to,
19 power outage. The Contractor shall have on site, at all times, competent workers for
20 the operation and repair of the pumping equipment. All equipment, piping, valves,
21 pumps, and backup power supply shall be new or in good working condition.

22 **2-09.3(1)G6 Execution**

23 1. General Requirements:

24 The Contractor shall permit, design, construct, operate, maintain, and remove
25 all equipment and materials to control groundwater levels beneath and inside
26 all excavations at elevations below pipe invert as specified in this section. The
27 Contractor shall determine the quantity and best location for any pumped wells,
28 vacuum well points, or other means selected to achieve necessary drawdowns
29 and minimize logistical impacts to the Contractor's operations. The dewatering
30 system shall also include sumps and discharge piping to collect incidental
31 pocketed or perched groundwater not collected by the pumped wells or well
32 point systems.

33 Dewatering for structures and pipelines or otherwise shall commence as
34 provided for in the Groundwater Control Plan or earlier if necessary to remove
35 and/or control groundwater as required herein and shall be continuous until
36 such times as water can be allowed to rise in accordance with the provisions
37 of this section or other requirements.

SPECIAL PROVISIONS - Continued

1 At all times, site grading shall promote drainage. Surface runoff shall be
2 diverted from excavations. Water entering the excavation from surface runoff
3 shall be collected in shallow ditches around the perimeter of the excavation,
4 drained to sumps, and be pumped or drained by gravity from the excavation to
5 maintain a bottom free from standing water.

6 Dewatering shall at all times be conducted in such a manner as to preserve the
7 undisturbed bearing capacity of the subgrade soils at proposed bottom of
8 excavation.

9 If foundation soils are disturbed or loosened by the upward seepage of water
10 or an uncontrolled flow of water, the affected areas shall be excavated and
11 replaced with drain rock at no additional cost to the Owner. In addition, the
12 Contractor shall implement vacuum well points or deep-well dewatering
13 systems in those areas.

14 Unless the requirements of the Groundwater Control Plan are more stringent,
15 groundwater shall be lowered to a point at least 2 feet below the bottom of
16 open-cut excavation for a period of 24 hours prior to the start of excavation and
17 shall be maintained at that elevation until completion of pipe or structure
18 installation.

19 The Contractor shall maintain the water level below the bottom of excavation
20 in all work areas where groundwater occurs during excavation construction,
21 backfilling, and up to acceptance.

22 Flotation shall be prevented by the Contractor by maintaining a positive and
23 continuous removal of water. The Contractor shall be fully responsible and
24 liable for all damages which may result from failure to adequately keep
25 excavations dewatered.

26 If vacuum well points or pumped wells are used, these items shall be spaced in
27 accordance with the Groundwater Control Plan to provide the necessary
28 dewatering and shall be filter packed with approximately graded sand and/or
29 gravel and/or other means used to prevent pumping of fine sands or silts from
30 the subsurface. A continual check by the Contractor shall be maintained to
31 ensure that the subsurface soil is not being removed by the dewatering
32 operation.

33 The Contractor shall dispose of water from the Work in a suitable manner
34 without damage to adjacent property. Contractor shall be responsible for
35 obtaining any permits that may be necessary to dispose of water. No water
36 shall be drained into work built or under construction without prior consent of
37 the Engineer. Water shall be filtered using an approved method to remove sand
38 and fine-sized soil particles before disposal into any drainage system.

SPECIAL PROVISIONS - Continued

1 The release of controlled groundwater to its static level shall be performed in
2 such a manner as to maintain the undisturbed state of the natural foundation
3 soils, prevent disturbance of compacted backfill and prevent flotation or
4 movement of structures, pipelines, and sewers.

5 Prior to the start of dewatering operation using vacuum well points or pumped
6 wells, the Contractor shall contact adjacent property owners to verify the
7 proximity of any existing shallow wells and shall continuously monitor the water
8 surface levels within each of the shallow wells during the dewatering operations.

9 The dewatering system shall be designed for continuous, 24-hour operation
10 and shall not be shut down between shifts, on holidays, or weekends, or during
11 work stoppage, without written permission from the Engineer.

12 The dewatering system shall be monitored continuously while in operation.

13 The dewatering system shall include a means for measuring the quantity of
14 discharge.

15 The quality and quantity of discharge water from the dewatering system shall
16 be in conformance with all Federal, State, and local laws and regulations.

17 2. Sumps:

18 Open or cased sumps shall not be used as a primary dewatering method for
19 pipeline excavations that are deeper than 1 foot below the natural water table.

20 A. System Modifications

21 If the dewatering system does not meet the above requirements as determined
22 by the Engineer, the Contractor shall modify, add to, or install additional
23 alternative means of groundwater control as needed, at no additional cost to the
24 Owner. If during the course of construction, the system or a part thereof
25 becomes inoperable, it shall be repaired or replaced at no additional cost to the
26 Owner.

27 B. System Protection

28 Necessary precautions shall be taken, including, but not limited to, marking
29 wells and pipes, protecting pipes at vehicular crossings, and routing vehicular
30 traffic away from dewatering facilities to protect the dewatering system from
31 damage and ensure continued operation.

32 C. Electrical Supply

33 The electrical service for dewatering shall be separate and dedicated solely
34 to the operation of the dewatering system.

SPECIAL PROVISIONS - Continued

1 D. Disposal of Water

2 Pumped water shall be disposed of in such a manner so as not to cause
3 damage to public or private property. Contractor shall be responsible for
4 obtaining any permits that may be necessary to dispose of water and adhere
5 to the requirements of those permits.

6 Silty water generated due to storm runoff or from trench dewatering shall be
7 managed in one of three ways as defined below.

8 1) The water shall be filtered using an approved method or treated in a sediment
9 treatment facility. This may consist of a sediment trap designed to meet the
10 requirements of Snohomish County Code Title 24 in order to remove sand
11 and fine-sized soil particles before disposal into any drainage system.

12 2) A second option shall be to truck the silty water from the project site. This
13 water shall be delivered to an approved sediment treatment facility at another
14 location.

15 3) Where the adjacent land allows, apply water by means of spray irrigation to
16 grassed or forested land down slope of and at a distance no closer than
17 200 feet from the Work. However, no project flows shall be directed off-site to
18 any adjacent lands without the written permission of the adjacent property
19 owner(s) and the Tulalip Tribes. The water shall not be applied any closer
20 than 200 feet from any stream, flowing ditch or other water body. Water
21 application shall cease at the onset of any surface runoff from the application
22 site.

23 If project water is applied closer than 200 feet to a water body or is discharged
24 directly to a water body, chemical treatment or filtration shall be required, as
25 described in, respectively, BMPs C250 and C251 of the Stormwater
26 Management Manual for Western Washington (Washington Department of
27 Ecology 8/2001). Chemical treatment (typically coagulation and settling) would
28 need to meet the toxicity testing, jar test, and monitoring requirements stated in
29 BMP C250. A basic requirement is that treated stormwater discharge may not
30 raise the background turbidity level in any receiving stream by more than 5 NTU
31 (or by 10 percent where the background turbidity is greater than 50 NTU). The
32 Contractor will be required to conduct twice daily monitoring of the receiving
33 stream both upstream and downstream of the inflow point from the project site
34 in order to demonstrate that the background stream turbidity is not raised by
35 more than 5 NTUs. Water released into any ditch, swale, or water course shall
36 be at such a rate so as to avoid any downstream flooding or channel erosion.

37 Pumped water shall not be disposed of in a manner which causes contamination
38 of wells in the vicinity.

SPECIAL PROVISIONS - Continued

1 Contractor shall inspect downstream portion of storm sewer piping and catch
2 basins prior to and after discharging water into storm sewer system. Contractor
3 shall measure total accumulated sand deposits in each catch basin. If
4 additional sand deposit material is measured after completion of a project
5 dewatering, then Contractor shall remove all accumulated sand deposits from
6 the stormwater system.

7 E. Terminating Dewatering

8 The pumping equipment shall be operated just prior to complete shutdown in a
9 manner that will allow the controlled groundwater level to rise gradually to its
10 static level. The release of groundwater to its static level shall be performed in
11 such a manner as to maintain the undisturbed state of the natural foundation
12 soils, prevent disturbance of compacted backfill, and prevent flotation or
13 movement of structures and pipelines.

14 After the dewatering system is deactivated, all vacuum well points, pumped
15 wells, sumps, and drains shall be removed, and the ground shall be restored
16 to a condition better than or equal to the condition prior to installation of the
17 dewatering system.

18 Contractor shall be or shall employ the services of a licensed water well
19 contractor for well or well-point decommissioning. The construction and
20 decommissioning of all wells used in dewatering systems and for monitoring
21 shall comply with Washington State Department of Ecology requirements
22 (Chapter 173-160 WAC and Chapter 18.104 RCW). Copies of all Well
23 Decommissioning Reports shall be provided to the Engineer.

24 Well decommissioning shall include at a minimum, pressure injection of a
25 bentonite/cement grout slurry into the void spaces of the filter pack and removal
26 of the well casings. After removing the well casings, the Contractor shall top off
27 all holes with a bentonite/grout and gravel mixture. The Contractor shall ensure
28 that the bentonite or grout penetrates all of the voids in the gravel pack. After
29 decommissioning, the Contractor shall restore each decommissioned well site
30 to match the surrounding environment (e.g., grass, landscape plantings,
31 pavement concrete, unclassified fill, etc.).

32 Streambeds and ditches shall be restored with original or matching materials
33 prior to restoring flow into the stream channel. Channel slopes disturbed by
34 dewatering or stream diversion activities are to be stabilized and re-vegetated as
35 shown on the plans.

36 All “normal trench dewatering” work associated with maintaining a trench
37 suitable for pipeline construction will be incidental and included in the other
38 items of work. “Normal trench dewatering” is defined as dewatering methods
39 occurring in or directly adjacent to the trench, including trash pumps, sump

SPECIAL PROVISIONS - Continued

1 pumps, or other methods in excavated areas. Normal trench dewatering does
2 not include a dewatering system such as well points, well screens, or deep
3 wells.
4

5 **2-09.3(4) Construction Requirements, Structure Excavation, Class B**
6

7 Add the following new section:
8

9 (*****)

10 **2-09.3(4)A Resolution of Utility Conflicts**

New Section

11
12 In the event that a conflict arises between the proposed improvements and an
13 existing utility, the Resolution of Utility Conflicts item will compensate the
14 Contractor for standby time and additional work in the following manner:
15

16 Standby time resulting from existing utility conflicts. Standby time is defined as time
17 the Contractor is unable to proceed with progression of a specific work item (i.e.
18 storm drainage, underground utility installation etc.) due to conflicts with existing
19 facilities. However, payment for standby time shall be limited to:
20

21 For each agreed upon conflict, a maximum of four (4) hours of standby time will
22 be paid for actual delay of labor and equipment due to a utility conflict. The
23 Contractor shall be responsible to adjust his work schedule and/or reassign his
24 work forces and equipment to other areas of work to minimize standby time.
25

26 If the conflict is resolved within one (1) hour of notification to the Engineer, no
27 standby time will be paid.
28

29 Additional work required to resolve utility conflicts will be paid for at the bid unit
30 prices for the associated work. Work that can be measured and paid for at the unit
31 contract prices shall not be identified as force account work. This work includes
32 but is not limited to:
33

- 34 1. Water main and service lines, hydrants, blowoff and air valve assemblies
35 realignments of line and/or grade for the water main to avoid existing utility
36 conflicts.
- 37 2. Additional water main and service lines, hydrants, blowoff and air valve
38 assemblies required by a change in alignment, and/or grade, not exceeding
39 the limits set in Section 1-04.4 of the Standard Specifications.
- 40 3. Underdrains for realignments of line and/or grade to avoid existing utility
41 conflicts.

SPECIAL PROVISIONS - Continued

1 **2-09.4 Measurement**

2
3 Section 2-09.4 is supplemented with the following:

4
5 (*****)
6 No measurement will be made for any class of structure excavation.
7
8 Measurement for “Dewatering” will be made by lump sum.

9 **2-09.5 Payment**

10
11 Section 2-09.5 is supplemented with the following:

12
13 (*****)
14 “Dewatering”, per lump sum.
15
16 Payment for “Dewatering” shall be made at the lump sum price named in the Bid
17 Schedule, which price shall be complete compensation for all labor, equipment,
18 materials, planning, design, engineering calculations, submittals, furnishing,
19 constructing and removing of wells, pipes, valves, pumps, electrical systems,
20 discharge devices and all other work necessary for an effective dewatering system
21 (located outside of the trench shoring system) in accordance with the Contract
22 Documents.

23
24 “Resolution of Utility Conflicts”, per force account.

25
26 Payment for “Resolution of Utility Conflicts” shall be made by force account as
27 provided in Section 1-09.6. Utility conflicts due to the Contractor’s actions or
28 operations shall be resolved by the Contractor at no expense to the Contracting
29 Agency. To provide a common proposal for all bidders, the Contracting Agency has
30 entered an amount in the proposal for “Resolution of Utility Conflicts” to become a
31 part of the total bid by the Contractor.

32 **2-11 TRIMMING AND CLEANUP**

33
34 **2-11.1 Description**

35
36 Section 2-11.1 is supplemented with the following:

37
38 (*****)
39 During construction, and then upon completion of the work, the Contractor shall
40 thoroughly comb and search the surrounding area and remove any construction
41 material thrown or discarded amongst the trees, bushes, ditches, etc., such as
42 paint cans, cartons, broken pipe, pavement pieces, paper, bottles, etc., and shall
43 tidy up the surrounding general area to make it neat in appearance, including
44 removal of debris that may or may not have been deposited by Contractor’s
45 operation.

SPECIAL PROVISIONS - Continued

1
2 Paved street surfaces, existing and new, shall be thoroughly cleaned (street
3 sweeper) upon completion of work within the area, and shall require daily cleaning
4 if dust or mud exists. Prior to job acceptance, all streets shall be cleaned.

5
6 Prior to final inspection, remove from the job site, all tools, surplus materials,
7 equipment, scrap, debris, and waste.

8
9 **2-11. Payment**

10
11 Section 2-11.5 is supplemented with the following:

12
13 (*****)
14 No separate payment will be made for trimming and cleanup, but instead will be
15 included in the other bid items included in the Proposal.

16 **END OF DIVISION 2**

1 **DIVISION 3**

2 **AGGREGATE PRODUCTION AND ACCEPTANCE**

3 **3-01 PRODUCTION FROM QUARRY AND PIT SITES**

4 **3-01.4 Contractor Furnished Material Sources**

5 Section 3-01.4 is supplemented with the following:

6 (*****)

7 No source has been provided for any materials necessary for the construction of
8 this Project.

9 The Contractor shall make arrangements to obtain the necessary materials at no
10 expense to the Tribes, and all costs of acquiring, producing, and placing this
11 material in the finished work shall be included in the unit contract prices for the
12 various items involved.

13 **3-01.6 Payment**

14 Section 3-01.6 is supplemented with the following:

15 (*****)

16 All costs of any work required under Division 3 shall be included in the unit contract
17 prices for the various items in the Proposal.

18 **3-02 STOCKPILING AGGREGATES**

19 **3-02.2 General Requirements**

20 **3-02.2(2) Stockpile Site Provided by the Contractor**

21 Section 3-02.2(2) is supplemented with the following:

22 (*****)

23 If the Contractor requests to stockpile crushed surfacing materials, borrow, and
24 backfill materials on or near the site, the Contractor shall establish and maintain
25 separate stockpile areas for:

- 26 1. Materials that are to be measured and paid for separately.
27 2. Materials which are incidental to other bid items.

28 The Contractor shall request approval by the Engineer for stockpiling of material
29 that is to be paid under the bid items 5 days prior to stockpiling. For material not

SPECIAL PROVISIONS - Continued

1 included for payment under the bid items the Contractor may stockpile the material
2 with site approval from the Engineer or Owner of the property.

3 **3-02.5 Payment**

4 Section 3-02.5 is supplemented with the following:

5 (*****)

6 All costs of any work under Section 3-02 shall be incidental to and included in the
7 unit contract prices for the various items in the Proposal, unless designated
8 otherwise in these Special Provisions.

9 **END OF DIVISION 3**

1 **DIVISION 4**

2 **BASES**

3 **4-04 BALLAST AND CRUSHED SURFACING**

4 **4-04.2 Materials**

5
6 (March 9, 2016 APWA GSP, Option 3)

7 Supplement section 9-03.9(2) with the following:

8 Aggregates for permeable base shall meet the requirements for grading and
9 quality when placed in hauling vehicles for delivery to the site, after placement in
10 temporary stockpiles on site, during installation, and after installation and
11 compaction.

12 Acceptance of aggregates shall be as provided under non-statistical evaluation.

13 The Contractor's submittal for the aggregate material shall provide description of
14 sampling methodology, identify where and how the sample was collected, total
15 weight of sample collected, description of sample preparation procedures, total
16 weight of sample sieved to determine grain size distribution, and test results.
17 Sampling and preparation shall be in conformance with ASTM D75 and ASTM
18 C702.

19 **4-04.4 Measurement**

20 Section 4-04.4 is replaced with the following:

21 (*****)

22 Measurement for "Crushed Surfacing Top Course", and "Crushed Surfacing Base
23 Course", will be by the ton based on certified truck tickets collected by the observer
24 upon site delivery and no later than the end of each working day. Tickets will not
25 be accepted for payment after the end of each working day unless prior
26 arrangements have been made with the Engineer.

27 No separate measurement for payment will be made for pipe bedding and
28 trench/structure backfill in association with the pipe installation, work incidental to
29 other bid items, or placed at the convenience of the Contractor. Pipe bedding and
30 trench/structure backfill in association with the pipe installation shall instead be
31 included in the unit contract price for the utility being installed.

SPECIAL PROVISIONS - Continued

1 If the Contractor chooses to stockpile crushed surfacing and ballast materials on
2 the site, the Contractor shall request approval from the Engineer to establish
3 separate stockpile areas for:

- 4 1. Crushed surfacing materials used at the discretion of the Contractor for
5 other construction activities not to be paid for separately and shall be
6 incidental to other items, including pipe bedding, trench/structure backfill, to
7 fill voids left by demolished structures, and under structures.

8 No separate measurement for payment will be made for water used in placing and
9 compacting surfacing materials.

10
11

12

END OF DIVISION 4

1 **DIVISION 5**

2 **SURFACE TREATMENTS AND PAVEMENTS**

3
4 **5-04 HOT MIX ASPHALT**

5 (January 23, 2023 APWA GSP)

6
7 Delete Section 5-04, Hot Mix Asphalt and replace it with the following:

8
9 **5-04.1 Description**

10 This Work shall consist of providing and placing one or more layers of plant-mixed
11 hot mix asphalt (HMA) on a prepared foundation or base in accordance with these
12 Specifications and the lines, grades, thicknesses, and typical cross-sections
13 shown in the Plans. The manufacture of HMA may include warm mix asphalt
14 (WMA) processes in accordance with these Specifications. WMA processes
15 include organic additives, chemical additives, and foaming.

16
17 HMA shall be composed of asphalt binder and mineral materials as may
18 be required, mixed in the proportions specified to provide a homogeneous, stable,
19 and workable mixture.

20
21 **5-04.2 Materials**

22 Materials shall meet the requirements of the following sections:

23	Asphalt Binder	9-02.1(4)
24	Cationic Emulsified Asphalt	9-02.1(6)
25	Anti-Stripping Additive	9-02.4
26	HMA Additive	9-02.5
27	Aggregates	9-03.8
28	Recycled Asphalt Pavement (RAP)	9-03.8(3)B, 9-03.21
29	Reclaimed Asphalt Shingles (RAS)	9-03.8(3)B, 9-03.21
30	Mineral Filler	9-03.8(5)
31	Recycled Material	9-03.21

32 The Contract documents may establish that the various mineral materials required
33 for the manufacture of HMA will be furnished in whole or in part by the Contracting
34 Agency. If the documents do not establish the furnishing of any of these mineral
35 materials by the Contracting Agency, the Contractor shall be required to furnish
36 such materials in the amounts required for the designated mix. Mineral materials
37 include coarse and fine aggregates, and mineral filler.

SPECIAL PROVISIONS - Continued

1 The Contractor may choose to utilize recycled asphalt pavement (RAP) in the
2 production of HMA. The RAP may be from pavements removed under the
3 Contract, if any, or pavement material from an existing stockpile.

4
5 The Contractor may use up to 20 percent RAP by total weight of HMA with no
6 additional sampling or testing of the RAP.

7
8 If the Contractor wishes to utilize High RAP/Any RAS, the design must be listed on
9 the WSDOT Qualified Products List (QPL).

10
11 The grade of asphalt binder shall be as required by the Contract. Blending of
12 asphalt binder from different sources is not permitted.

13
14 The Contractor may only use warm mix asphalt (WMA) processes in the production
15 of HMA with 20 percent or less RAP by total weight of HMA. The Contractor shall
16 submit to the Engineer for approval the process that is proposed and how it will be
17 used in the manufacture of HMA.

18
19 Production of aggregates shall comply with the requirements of Section 3-01.

20
21 Preparation of stockpile site, the stockpiling of aggregates, and the removal of
22 aggregates from stockpiles shall comply with the requirements of Section 3-02.

23
24 **5-04.2(1) How to Get an HMA Mix Design on the QPL**

25 If the Contractor wishes to submit a mix design for inclusion in the Qualified
26 Products List (QPL), please follow the WSDOT process outlined in Standard
27 Specification 5-04.2(1).

28
29 **5-04.2(1)A Vacant**

30
31 **5-04.2(2) Mix Design – Obtaining Project Approval**

32 No paving shall begin prior to the approval of the mix design by the Engineer.

33
34 **Nonstatistical** evaluation will be used for all HMA not designated as Commercial
35 HMA in the Contract documents.

36
37 **Commercial** evaluation will be used for Commercial HMA and for other classes of
38 HMA in the following applications: sidewalks, road approaches, ditches, slopes,
39 paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other
40 nonstructural applications of HMA accepted by commercial evaluation shall be as
41 approved by the Project Engineer. Sampling and testing of HMA accepted by
42 commercial evaluation will be at the option of the Project Engineer. The Proposal

SPECIAL PROVISIONS - Continued

1 quantity of HMA that is accepted by commercial evaluation will be excluded from
2 the quantities used in the determination of nonstatistical evaluation.

3
4 **Nonstatistical Mix Design.** Fifteen days prior to the first day of paving the
5 Contractor shall provide one of the following mix design verification certifications
6 for Contracting Agency review;

- 7
8
- 9 • The WSDOT Mix Design Evaluation Report from the current WSDOT QPL,
10 or one of the mix design verification certifications listed below.
 - 11 • The proposed HMA mix design on WSDOT Form 350-042 with the seal and
12 certification (stamp & signature) of a valid licensed Washington State
13 Professional Engineer.
 - 14 • The Mix Design Report for the proposed HMA mix design developed by a
15 qualified City or County laboratory that is within one year of the approval
16 date.**

17 The mix design shall be performed by a lab accredited by a national authority such
18 as Laboratory Accreditation Bureau, L-A-B for Construction Materials Testing, The
19 Construction Materials Engineering Council (CMEC's) ISO 17025 or AASHTO
20 Accreditation Program (AAP) and shall supply evidence of participation in the
21 AASHTO: resource proficiency sample program.

22
23 Mix designs for HMA accepted by Nonstatistical evaluation shall;

- 24
- 25 • Be designed for *** 1 *** million equivalent single axle loads (ESALs).
 - 26 • Have the aggregate structure and asphalt binder content determined in
27 accordance with WSDOT Standard Operating Procedure 732 and meet the
28 requirements of Sections 9-03.8(2), except that Hamburg testing for ruts
29 and stripping are at the discretion of the Engineer, and 9-03.8(6).
 - 30 • Have anti-strip requirements, if any, for the proposed mix design determined
31 in accordance with AASHTO T 283 or T 324, or based on historic anti-strip
32 and aggregate source compatibility from previous WSDOT lab testing.
- 33

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

38
39 **Commercial Evaluation Mix Design.** Approval of a mix design for “Commercial
40 Evaluation” will be based on a review of the Contractor’s submittal of WSDOT
41 Form 350-042 (For commercial mixes, AASHTO T 324 evaluation is not required)
42 or a Mix Design from the current WSDOT QPL or from one of the processes
43 allowed by this section. Testing of the HMA by the Contracting Agency for mix
44 design approval is not required.

SPECIAL PROVISIONS - Continued

1
2 For the Bid Item Commercial HMA, the Contractor shall select a class of HMA and
3 design level of ESALs appropriate for the required use.
4

5 **5-04.2(2)B Using Warm Mix Asphalt Processes**

6 The Contractor may elect to use additives that reduce the optimum mixing
7 temperature or serve as a compaction aid for producing HMA. Additives include
8 organic additives, chemical additives and foaming processes. The use of Additives
9 is subject to the following:

- 11 • Do not use additives that reduce the mixing temperature more than allowed
12 in Section 5-04.3(6) in the production of mixtures.
- 13 • Before using additives, obtain the Engineer’s approval using WSDOT Form
14 350-076 to describe the proposed additive and process.

15
16 **5-04.3 Construction Requirements**

17
18 **5-04.3(1) Weather Limitations**

19 Do not place HMA for wearing course on any Traveled Way beginning October 1st
20 through March 31st of the following year without written concurrence from the
21 Engineer.

22
23 Do not place HMA on any wet surface, or when the average surface temperatures
24 are less than those specified below, or when weather conditions otherwise prevent
25 the proper handling or finishing of the HMA.

26
27 **Minimum Surface Temperature for Paving**

Compacted Thickness (Feet)	Wearing Course	Other Courses
Less than 0.10	55°F	45°F
0.10 to .20	45°F	35°F
More than 0.20	35°F	35°F

28
29 **5-04.3(2) Paving Under Traffic**

30 When the Roadway being paved is open to traffic, the requirements of this Section
31 shall apply.

32
33 The Contractor shall keep intersections open to traffic at all times except when
34 paving the intersection or paving across the intersection. During such time, and
35 provided that there has been an advance warning to the public, the intersection
36 may be closed for the minimum time required to place and compact the mixture.

SPECIAL PROVISIONS - Continued

1 In hot weather, the Engineer may require the application of water to the pavement
2 to accelerate the finish rolling of the pavement and to shorten the time required
3 before reopening to traffic.

4
5 Before closing an intersection, advance warning signs shall be placed, and signs
6 shall also be placed marking the detour or alternate route.

7
8 During paving operations, temporary pavement markings shall be maintained
9 throughout the project. Temporary pavement markings shall be installed on the
10 Roadway prior to opening to traffic. Temporary pavement markings shall be in
11 accordance with Section 8-23.

12
13 All costs in connection with performing the Work in accordance with these
14 requirements, except the cost of temporary pavement markings, shall be included
15 in the unit Contract prices for the various Bid items involved in the Contract.

16 17 **5-04.3(3) Equipment**

18 19 **5-04.3(3)A Mixing Plant**

20 Plants used for the preparation of HMA shall conform to the following
21 requirements:

- 22
- 23 1. **Equipment for Preparation of Asphalt Binder** – Tanks for the storage of
24 asphalt binder shall be equipped to heat and hold the material at the
25 required temperatures. The heating shall be accomplished by steam coils,
26 electricity, or other approved means so that no flame shall be in contact with
27 the storage tank. The circulating system for the asphalt binder shall be
28 designed to ensure proper and continuous circulation during the operating
29 period. A valve for the purpose of sampling the asphalt binder shall be
30 placed in either the storage tank or in the supply line to the mixer.
 - 31 2. **Thermometric Equipment** – An armored thermometer, capable of
32 detecting temperature ranges expected in the HMA mix, shall be fixed in the
33 asphalt binder feed line at a location near the charging valve at the mixer
34 unit. The thermometer location shall be convenient and safe for access by
35 Inspectors. The plant shall also be equipped with an approved dial-scale
36 thermometer, a mercury actuated thermometer, an electric pyrometer, or
37 another approved thermometric instrument placed at the discharge chute of
38 the drier to automatically register or indicate the temperature of the heated
39 aggregates. This device shall be in full view of the plant operator.
 - 40 3. **Heating of Asphalt Binder** – The temperature of the asphalt binder shall
41 not exceed the maximum recommended by the asphalt binder manufacturer
42 nor shall it be below the minimum temperature required to maintain the

SPECIAL PROVISIONS - Continued

1 asphalt binder in a homogeneous state. The asphalt binder shall be heated
2 in a manner that will avoid local variations in heating. The heating method
3 shall provide a continuous supply of asphalt binder to the mixer at a uniform
4 average temperature with no individual variations exceeding 25°F. Also,
5 when a WMA additive is included in the asphalt binder, the temperature of
6 the asphalt binder shall not exceed the maximum recommended by the
7 manufacturer of the WMA additive.

8 4. **Sampling and Testing of Mineral Materials** – The HMA plant shall be
9 equipped with a mechanical sampler for the sampling of the mineral
10 materials. The mechanical sampler shall meet the requirements of Section
11 1-05.6 for the crushing and screening operation. The Contractor shall
12 provide for the setup and operation of the field-testing facilities of the
13 Contracting Agency as provided for in Section 3-01.2(2).

14 5. **Sampling HMA** – The HMA plant shall provide for sampling HMA by one of
15 the following methods:

16 a. A mechanical sampling device attached to the HMA plant.

17 b. Platforms or devices to enable sampling from the hauling vehicle without
18 entering the hauling vehicle.

19 20 **5-04.3(3)B Hauling Equipment**

21 Trucks used for hauling HMA shall have tight, clean, smooth metal beds and shall
22 have a cover of canvas or other suitable material of sufficient size to protect the
23 mixture from adverse weather. Whenever the weather conditions during the work
24 shift include, or are forecast to include precipitation or an air temperature less than
25 45°F or when time from loading to unloading exceeds 30 minutes, the cover shall
26 be securely attached to protect the HMA.

27
28 The Contractor shall provide an environmentally benign means to prevent the HMA
29 mixture from adhering to the hauling equipment. Excess release agent shall be
30 drained prior to filling hauling equipment with HMA. Petroleum derivatives or other
31 coating material that contaminate or alter the characteristics of the HMA shall not
32 be used. For live bed trucks, the conveyer shall be in operation during the process
33 of applying the release agent.

34 35 **5-04.3(3)C Pavers**

36 HMA pavers shall be self-contained, power-propelled units, provided with
37 an internally heated vibratory screed and shall be capable of spreading and
38 finishing courses of HMA plant mix material in lane widths required by the paving
39 section shown in the Plans.

40
41 The HMA paver shall be in good condition and shall have the most current
42 equipment available from the manufacturer for the prevention of segregation of the

SPECIAL PROVISIONS - Continued

1 HMA mixture installed, in good condition, and in working order. The equipment
2 certification shall list the make, model, and year of the paver and any equipment
3 that has been retrofitted.
4

5 The screed shall be operated in accordance with the manufacturer's
6 recommendations and shall effectively produce a finished surface of the required
7 evenness and texture without tearing, shoving, segregating, or gouging the
8 mixture. A copy of the manufacturer's recommendations shall be provided upon
9 request by the Contracting Agency. Extensions will be allowed provided they
10 produce the same results, including ride, density, and surface texture as obtained
11 by the primary screed. Extensions without augers and an internally heated
12 vibratory screed shall not be used in the Traveled Way.
13

14 When specified in the Contract, reference lines for vertical control will be required.
15 Lines shall be placed on both outer edges of the Traveled Way of each Roadway.
16 Horizontal control utilizing the reference line will be permitted. The grade and slope
17 for intermediate lanes shall be controlled automatically from reference lines or by
18 means of a mat referencing device and a slope control device. When the finish of
19 the grade prepared for paving is superior to the established tolerances and when,
20 in the opinion of the Engineer, further improvement to the line, grade, cross-
21 section, and smoothness can best be achieved without the use of the reference
22 line, a mat referencing device may be substituted for the reference line.
23 Substitution of the device will be subject to the continued approval of the Engineer.
24 A joint matcher may be used subject to the approval of the Engineer. The reference
25 line may be removed after the completion of the first course of HMA when
26 approved by the Engineer. Whenever the Engineer determines that any of these
27 methods are failing to provide the necessary vertical control, the reference lines
28 will be reinstalled by the Contractor.
29

30 The Contractor shall furnish and install all pins, brackets, tensioning devices, wire,
31 and accessories necessary for satisfactory operation of the automatic control
32 equipment.
33

34 If the paving machine in use is not providing the required finish, the Engineer may
35 suspend Work as allowed by Section 1-08.6. Any cleaning or solvent type liquids
36 spilled on the pavement shall be thoroughly removed before paving proceeds.
37

5-04.3(3)D Material Transfer Device or Material Transfer Vehicle

38 A Material Transfer Device/Vehicle (MTD/V) shall only be used with the Engineer's
39 approval, unless otherwise required by the Contract.
40
41

SPECIAL PROVISIONS - Continued

1 Where an MTD/V is required by the Contract, the Engineer may approve paving
2 without an MTD/V, at the request of the Contractor. The Engineer will determine if
3 an equitable adjustment in cost or time is due.
4

5 When used, the MTD/V shall mix the HMA after delivery by the hauling equipment
6 and prior to laydown by the paving machine. Mixing of the HMA shall be sufficient
7 to obtain a uniform temperature throughout the mixture. If a windrow elevator is
8 used, the length of the windrow may be limited in urban areas or through
9 intersections, at the discretion of the Engineer.

10
11 To be approved for use, an MTV:

- 12
- 13 1. Shall be self-propelled vehicle, separate from the hauling vehicle or paver.
- 14 2. Shall not be connected to the hauling vehicle or paver.
- 15 3. May accept HMA directly from the haul vehicle or pick up HMA from a
- 16 windrow.
- 17 4. Shall mix the HMA after delivery by the hauling equipment and prior to
- 18 placement into the paving machine.
- 19 5. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
- 20 mixture.

21
22 To be approved for use, an MTD:

- 23
- 24 1. Shall be positively connected to the paver.
- 25 2. May accept HMA directly from the haul vehicle or pick up HMA from a
- 26 windrow.
- 27 3. Shall mix the HMA after delivery by the hauling equipment and prior to
- 28 placement into the paving machine.
- 29 4. Shall mix the HMA sufficiently to obtain a uniform temperature throughout the
- 30 mixture.

31
32 **5-04.3(3)E Rollers**

33 Rollers shall be of the steel wheel, vibratory, oscillatory, or pneumatic tire type, in
34 good condition and capable of reversing without backlash. Operation of the roller
35 shall be in accordance with the manufacturer's recommendations. When ordered
36 by the Engineer for any roller planned for use on the project, the Contractor shall
37 provide a copy of the manufacturer's recommendation for the use of that roller for
38 compaction of HMA. The number and weight of rollers shall be sufficient to
39 compact the mixture in compliance with the requirements of Section 5-04.3(10).
40 The use of equipment that results in crushing of the aggregate will not be permitted.

SPECIAL PROVISIONS - Continued

1 Rollers producing pickup, washboard, uneven compaction of the surface,
2 displacement of the mixture or other undesirable results shall not be used.

3
4 **5-04.3(4) Preparation of Existing Paved Surfaces**

5 When the surface of the existing pavement or old base is irregular, the Contractor
6 shall bring it to a uniform grade and cross-section as shown on the Plans or
7 approved by the Engineer.

8
9 Preleveling of uneven or broken surfaces over which HMA is to be placed may be
10 accomplished by using an asphalt paver, a motor patrol grader, or by hand raking,
11 as approved by the Engineer.

12
13 Compaction of preleveling HMA shall be to the satisfaction of the Engineer and
14 may require the use of small steel wheel rollers, plate compactors, or pneumatic
15 rollers to avoid bridging across preleveled areas by the compaction equipment.
16 Equipment used for the compaction of preleveling HMA shall be approved by the
17 Engineer.

18
19 Before construction of HMA on an existing paved surface, the entire surface of the
20 pavement shall be clean. All fatty asphalt patches, grease drippings, and other
21 objectionable matter shall be entirely removed from the existing pavement. All
22 pavements or bituminous surfaces shall be thoroughly cleaned of dust, soil,
23 pavement grindings, and other foreign matter. All holes and small depressions
24 shall be filled with an appropriate class of HMA. The surface of the patched area
25 shall be leveled and compacted thoroughly. Prior to the application of tack coat,
26 or paving, the condition of the surface shall be approved by the Engineer.

27
28 A tack coat of asphalt shall be applied to all paved surfaces on which any course
29 of HMA is to be placed or abutted; except that tack coat may be omitted from clean,
30 newly paved surfaces at the discretion of the Engineer. Tack coat shall be
31 uniformly applied to cover the existing pavement with a thin film of residual asphalt
32 free of streaks and bare spots at a rate between 0.02 and 0.10 gallons per square
33 yard of retained asphalt. The rate of application shall be approved by the Engineer.
34 A heavy application of tack coat shall be applied to all joints. For Roadways open
35 to traffic, the application of tack coat shall be limited to surfaces that will be paved
36 during the same working shift. The spreading equipment shall be equipped with a
37 thermometer to indicate the temperature of the tack coat material.

38
39 Equipment shall not operate on tacked surfaces until the tack has broken and
40 cured. If the Contractor's operation damages the tack coat it shall be repaired prior
41 to placement of the HMA.

SPECIAL PROVISIONS - Continued

1 The tack coat shall be CSS-1, or CSS-1h emulsified asphalt. The CSS-1 and CSS-
2 1h emulsified asphalt may be diluted once with water at a rate not to exceed one
3 part water to one part emulsified asphalt. The tack coat shall have sufficient
4 temperature such that it may be applied uniformly at the specified rate of
5 application and shall not exceed the maximum temperature recommended by the
6 emulsified asphalt manufacturer.

7 **5-04.3(4)A Crack Sealing**

8
9 When the Proposal includes a pay item for crack sealing, seal cracks in
10 accordance with Section 5-03.

11
12 **5-04.3(4)B Vacant**

13
14 **5-04.3(4)C Pavement Repair**

15 The Contractor shall excavate pavement repair areas and shall backfill these with
16 HMA in accordance with the details shown in the Plans and as marked in the field.
17 The Contractor shall conduct the excavation operations in a manner that will
18 protect the pavement that is to remain. Pavement not designated to be removed
19 that is damaged as a result of the Contractor's operations shall be repaired by the
20 Contractor to the satisfaction of the Engineer at no cost to the Contracting Agency.
21 The Contractor shall excavate only within one lane at a time unless approved
22 otherwise by the Engineer. The Contractor shall not excavate more area than can
23 be completely finished during the same shift, unless approved by the Engineer.

24
25 Unless otherwise shown in the Plans or determined by the Engineer, excavate to
26 a depth of 1.0 feet. The Engineer will make the final determination of the excavation
27 depth required. The minimum width of any pavement repair area shall be 40 inches
28 unless shown otherwise in the Plans. Before any excavation, the existing
29 pavement shall be sawcut or shall be removed by a pavement grinder. Excavated
30 materials will become the property of the Contractor and shall be disposed of in a
31 Contractor-provided site off the Right of Way or used in accordance with
32 Sections 2-02.3(3) or 9-03.21.

33
34 Asphalt for tack coat shall be required as specified in Section 5-04.3(4). A heavy
35 application of tack coat shall be applied to all surfaces of existing pavement in the
36 pavement repair area.

37
38 Placement of the HMA backfill shall be accomplished in lifts not to exceed 0.35-foot
39 compacted depth. Lifts that exceed 0.35-foot of compacted depth may be
40 accomplished with the approval of the Engineer. Each lift shall be thoroughly
41 compacted by a mechanical tamper or a roller.

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5-04.3(5) Producing/Stockpiling Aggregates and RAP

Aggregates and RAP shall be stockpiled according to the requirements of Section 3-02. Sufficient storage space shall be provided for each size of aggregate and RAP. Materials shall be removed from stockpile(s) in a manner to ensure minimal segregation when being moved to the HMA plant for processing into the final mixture. Different aggregate sizes shall be kept separated until they have been delivered to the HMA plant.

5-04.3(5)A Vacant

5-04.3(6) Mixing

After the required amount of mineral materials, asphalt binder, recycling agent and anti-stripping additives have been introduced into the mixer the HMA shall be mixed until complete and uniform coating of the particles and thorough distribution of the asphalt binder throughout the mineral materials is ensured.

When discharged, the temperature of the HMA shall not exceed the optimum mixing temperature by more than 25°F as shown on the reference mix design report or as approved by the Engineer. Also, when a WMA additive is included in the manufacture of HMA, the discharge temperature of the HMA shall not exceed the maximum recommended by the manufacturer of the WMA additive. A maximum water content of 2 percent in the mix, at discharge, will be allowed providing the water causes no problems with handling, stripping, or flushing. If the water in the HMA causes any of these problems, the moisture content shall be reduced as directed by the Engineer.

Storing or holding of the HMA in approved storage facilities will be permitted with approval of the Engineer, but in no event shall the HMA be held for more than 24 hours. HMA held for more than 24 hours after mixing shall be rejected. Rejected HMA shall be disposed of by the Contractor at no expense to the Contracting Agency. The storage facility shall have an accessible device located at the top of the cone or about the third point. The device shall indicate the amount of material in storage. No HMA shall be accepted from the storage facility when the HMA in storage is below the top of the cone of the storage facility, except as the storage facility is being emptied at the end of the working shift.

Recycled asphalt pavement (RAP) utilized in the production of HMA shall be sized prior to entering the mixer so that a uniform and thoroughly mixed HMA is produced. If there is evidence of the recycled asphalt pavement not breaking down during the heating and mixing of the HMA, the Contractor shall immediately suspend the use of the RAP until changes have been approved by the Engineer. After the required amount of mineral materials, RAP, new asphalt binder and asphalt rejuvenator have been introduced into the mixer the HMA shall be mixed

SPECIAL PROVISIONS - Continued

1 until complete and uniform coating of the particles and thorough distribution of the
2 asphalt binder throughout the mineral materials, and RAP is ensured.

3
4 **5-04.3(7) Spreading and Finishing**

5 The mixture shall be laid upon an approved surface, spread, and struck off to the
6 grade and elevation established. HMA pavers complying with Section 5-04.3(3)
7 shall be used to distribute the mixture. Unless otherwise directed by the Engineer,
8 the nominal compacted depth of any layer of any course shall not exceed the
9 following:

10
11 HMA Class 1" 0.35 feet
12 HMA Class 3/4" and HMA Class 1/2"
13 wearing course 0.30 feet
14 other courses 0.35 feet
15 HMA Class 3/8" 0.15 feet
16

17 On areas where irregularities or unavoidable obstacles make the use of
18 mechanical spreading and finishing equipment impractical, the paving may be
19 done with other equipment or by hand.

20
21 When more than one JMF is being utilized to produce HMA, the material produced
22 for each JMF shall be placed by separate spreading and compacting equipment.
23 The intermingling of HMA produced from more than one JMF is prohibited. Each
24 strip of HMA placed during a work shift shall conform to a single JMF established
25 for the class of HMA specified unless there is a need to make an adjustment in the
26 JMF.

27
28 **5-04.3(8) Aggregate Acceptance Prior to Incorporation in HMA**

29 For HMA accepted by nonstatistical evaluation, the aggregate properties of sand
30 equivalent, uncompacted void content and fracture will be evaluated in accordance
31 with Section 3-04. Sampling and testing of aggregates for HMA accepted by
32 commercial evaluation will be at the option of the Engineer.

33
34 **5-04.3(9) HMA Mixture Acceptance**

35 Acceptance of HMA shall be as provided under nonstatistical, or commercial
36 evaluation.

37
38 Nonstatistical evaluation will be used for the acceptance of HMA unless
39 Commercial Evaluation is specified.

SPECIAL PROVISIONS - Continued

1 Commercial evaluation will be used for Commercial HMA and for other classes of
2 HMA in the following applications: sidewalks, road approaches, ditches, slopes,
3 paths, trails, gores, prelevel, temporary pavement, and pavement repair. Other
4 nonstructural applications of HMA accepted by commercial evaluation shall be as
5 approved by the Engineer. Sampling and testing of HMA accepted by commercial
6 evaluation will be at the option of the Engineer.

7
8 The mix design will be the initial JMF for the class of HMA. The Contractor may
9 request a change in the JMF. Any adjustments to the JMF will require the approval
10 of the Engineer and may be made in accordance with this section.

HMA Tolerances and Adjustments

- 11
12
13 1. **Job Mix Formula Tolerances** – The constituents of the mixture at the time
14 of acceptance shall be within tolerance. The tolerance limits will be
15 established as follows:

16 For Asphalt Binder and Air Voids (V_a), the acceptance limits are determined
17 by adding the tolerances below to the approved JMF values. These values
18 will also be the Upper Specification Limit (USL) and Lower Specification
19 Limit (LSL) required in Section 1-06.2(2)D2

Property	Non-Statistical Evaluation	Commercial Evaluation
Asphalt Binder	+/- 0.5%	+/- 0.7%
Air Voids, V_a	2.5% min. and 5.5% max	N/A

20 For Aggregates in the mixture:

- 21 a. First, determine preliminary upper and lower acceptance limits by
22 applying the following tolerances to the approved JMF.

Aggregate Percent Passing	Non-Statistical Evaluation	Commercial Evaluation
1", 3/4", 1/2", and 3/8" sieves	+/- 6%	+/- 8%
No. 4 sieve	+/-6%	+/- 8%
No. 8 Sieve	+/- 6%	+/-8%
No. 200 sieve	+/- 2.0%	+/- 3.0%

- 23 b. Second, adjust the preliminary upper and lower acceptance limits
24 determined from step (a) the minimum amount necessary so that none
25 of the aggregate properties are outside the control points in Section 9-
26 03.8(6). The resulting values will be the upper and lower acceptance
27 limits for aggregates, as well as the USL and LSL required in Section 1-
28 06.2(2)D2.

- 29 2. **Job Mix Formula Adjustments** – An adjustment to the aggregate gradation
30 or asphalt binder content of the JMF requires approval of the Engineer.
31 Adjustments to the JMF will only be considered if the change produces
32 material of equal or better quality and may require the development of a
33 new mix design if the adjustment exceeds the amounts listed below.

- 34 a. **Aggregates** –2 percent for the aggregate passing the 1 1/2", 1", 3/4",
35 1/2", 3/8", and the No. 4 sieves, 1 percent for aggregate passing the No.

SPECIAL PROVISIONS - Continued

1 8 sieve, and 0.5 percent for the aggregate passing the No. 200 sieve.
2 The adjusted JMF shall be within the range of the control points in
3 Section 9-03.8(6).

- 4 b. **Asphalt Binder Content** – The Engineer may order or approve changes
5 to asphalt binder content. The maximum adjustment from the approved
6 mix design for the asphalt binder content shall be 0.3 percent.

7
8 **5-04.3(9)A Vacant**

9
10 **5-04.3(9)B Vacant**

11
12 **5-04.3(9)C Mixture Acceptance – Nonstatistical Evaluation**

13 HMA mixture which is accepted by Nonstatistical Evaluation will be evaluated by
14 the Contracting Agency by dividing the HMA tonnage into lots.

15
16 **5-04.3(9)C1 Mixture Nonstatistical Evaluation – Lots and Sublots**

17 A lot is represented by randomly selected samples of the same mix design that will
18 be tested for acceptance. A lot is defined as the total quantity of material or work
19 produced for each Job Mix Formula placed. Only one lot per JMF is expected. A
20 subplot shall be equal to one day's production or 800 tons, whichever is less except
21 that the final subplot will be a minimum of 400 tons and may be increased to
22 1200 tons.

23
24 All of the test results obtained from the acceptance samples from a given lot shall
25 be evaluated collectively. If the Contractor requests a change to the JMF that is
26 approved, the material produced after the change will be evaluated on the basis of
27 the new JMF for the remaining sublots in the current lot and for acceptance of
28 subsequent lots. For a lot in progress with a CPF less than 0.75, a new lot will
29 begin at the Contractor's request after the Engineer is satisfied that material
30 conforming to the Specifications can be produced.

31
32 Sampling and testing for evaluation shall be performed on the frequency of one
33 sample per subplot.

34
35 **5-04.3(9)C2 Mixture Nonstatistical Evaluation Sampling**

36 Samples for acceptance testing shall be obtained by the Contractor when ordered
37 by the Engineer. The Contractor shall sample the HMA mixture in the presence of
38 the Engineer and in accordance with AASH-TO T 168. A minimum of three
39 samples should be taken for each class of HMA placed on a project. If used in a
40 structural application, at least one of the three samples shall be tested.

SPECIAL PROVISIONS - Continued

1 Sampling and testing HMA in a structural application where quantities are less than
2 400 tons is at the discretion of the Engineer.

3
4 For HMA used in a structural application and with a total project quantity less than
5 800 tons but more than 400 tons, a minimum of one acceptance test shall be
6 performed. In all cases, a minimum of 3 samples will be obtained at the point of
7 acceptance, a minimum of one of the three samples will be tested for conformance
8 to the JMF:

- 9
- 10 • If the test results are found to be within specification requirements,
11 additional testing will be at the Engineer’s discretion.
 - 12 • If test results are found not to be within specification requirements,
13 additional testing of the remaining samples to determine a CPF shall be
14 performed.

15
16 **5-04.3(9)C3 Mixture Nonstatistical Evaluation – Acceptance Testing**

17 Testing of HMA for compliance of V_a will at the option of the Contracting Agency.
18 If tested, compliance of V_a will use WSDOT SOP 731.

19
20 Testing for compliance of asphalt binder content will be by WSDOT FOP for
21 AASHTO T 308.

22
23 Testing for compliance of gradation will be by FOP for WAQTC T 27/T 11.

24
25 **5-04.3(9)C4 Mixture Nonstatistical Evaluation – Pay Factors**

26 For each lot of material falling outside the tolerance limits in 5-04.3(9), the
27 Contracting Agency will determine a CPF using the following price adjustment
28 factors:

29

Table of Price Adjustment Factors	
Constituent	Factor “f”
All aggregate passing: 1 1/2", 1", 3/4", 1/2", 3/8" and No.4 sieves	2
All aggregate passing No. 8 sieve	15
All aggregate passing No. 200 sieve	20
Asphalt binder	40
Air Voids (V_a) (where applicable)	20

30

SPECIAL PROVISIONS - Continued

1 Each lot of HMA produced under Nonstatistical Evaluation and having all
2 constituents falling within the tolerance limits of the job mix formula shall be
3 accepted at the unit Contract price with no further evaluation. When one or more
4 constituents fall outside the nonstatistical tolerance limits in the Job Mix Formula
5 shown in Table of Price Adjustment Factors, the lot shall be evaluated in
6 accordance with Section 1-06.2 to determine the appropriate CPF. The
7 nonstatistical tolerance limits will be used in the calculation of the CPF and the
8 maximum CPF shall be 1.00. When less than three sublots exist, backup samples
9 of the existing sublots or samples from the Roadway shall be tested to provide a
10 minimum of three sets of results for evaluation.

5-04.3(9)C5 Vacant

5-04.3(9)C6 Mixture Nonstatistical Evaluation – Price Adjustments

14 For each lot of HMA mix produced under Nonstatistical Evaluation when the
15 calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be
16 determined. The NCMF equals the algebraic difference of CPF minus 1.00
17 multiplied by 60 percent. The total job mix compliance price adjustment will be
18 calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and
19 the unit Contract price per ton of mix.
20

21
22 If a constituent is not measured in accordance with these Specifications,
23 its individual pay factor will be considered 1.00 in calculating the CPF.

5-04.3(9)C7 Mixture Nonstatistical Evaluation - Retests

24
25 The Contractor may request a subplot be retested. To request a retest, the
26 Contractor shall submit a written request within 7 calendar days after the specific
27 test results have been received. A split of the original acceptance sample will be
28 retested. The split of the sample will not be tested with the same tester that ran the
29 original acceptance test. The sample will be tested for a complete gradation
30 analysis, asphalt binder content, and, at the option of the agency, V_a . The results
31 of the retest will be used for the acceptance of the HMA in place of the original
32 subplot sample test results. The cost of testing will be deducted from any monies
33 due or that may come due the Contractor under the Contract at the rate of \$500
34 per sample.
35

5-04.3 (9)D Mixture Acceptance – Commercial Evaluation

36
37 If sampled and tested, HMA produced under Commercial Evaluation and having
38 all constituents falling within the tolerance limits of the job mix formula shall be
39 accepted at the unit Contract price with no further evaluation. When one or more
40 constituents fall outside the commercial tolerance limits in the Job Mix Formula
41 shown in 5-04.3(9), the lot shall be evaluated in accordance with Section 1-06.2 to
42 determine the appropriate CPF. The commercial tolerance limits will be used in the
43

SPECIAL PROVISIONS - Continued

1 calculation of the CPF and the maximum CPF shall be 1.00. When less than three
2 sublots exist, backup samples of the existing sublots or samples from the street
3 shall be tested to provide a minimum of three sets of results for evaluation.
4

5 For each lot of HMA mix produced and tested under Commercial Evaluation when
6 the calculated CPF is less than 1.00, a Nonconforming Mix Factor (NCMF) will be
7 determined. The NCMF equals the algebraic difference of CPF minus 1.00
8 multiplied by 60 percent. The Job Mix Compliance Price Adjustment will be
9 calculated as the product of the NCMF, the quantity of HMA in the lot in tons, and
10 the unit Contract price per ton of mix.
11

12 If a constituent is not measured in accordance with these Specifications,
13 its individual pay factor will be considered 1.00 in calculating the CPF.
14

15 **5-04.3(10) HMA Compaction Acceptance**

16 HMA mixture accepted by nonstatistical evaluation that is used in traffic lanes,
17 including lanes for intersections, ramps, truck climbing, weaving, and speed
18 change, and having a specified compacted course thickness greater than
19 0.10-foot, shall be compacted to a specified level of relative density. The specified
20 level of relative density shall be a CPF of not less than 0.75 when evaluated in
21 accordance with Section 1-06.2, using a LSL of 92.0 (minimum of 92 percent of
22 the maximum density). The maximum density shall be determined by WSDOT
23 FOP for AASHTO T 729. The specified level of density attained will be determined
24 by the evaluation of the density of the pavement. The density of the pavement shall
25 be determined in accordance with WSDOT FOP for WAQTC TM 8, except that
26 gauge correlation will be at the discretion of the Engineer, when using the nuclear
27 density gauge and WSDOT SOP 736 when using cores to determine density.
28

29 Tests for the determination of the pavement density will be taken in accordance
30 with the required procedures for measurement by a nuclear density gauge or
31 Roadway cores after completion of the finish rolling.
32

33 If the Contracting Agency uses a nuclear density gauge to determine density the
34 test procedures FOP for WAQTC TM 8 and WSDOT SOP T 729 will be used on
35 the day the mix is placed and prior to opening to traffic.
36

37 Roadway cores for density may be obtained by either the Contracting Agency or
38 the Contractor in accordance with WSDOT SOP 734. The core diameter shall be
39 4-inches minimum, unless otherwise approved by the Engineer. Roadway cores
40 will be tested by the Contracting Agency in accordance with WSDOT FOP for
41 AASHTO T 166.
42

SPECIAL PROVISIONS - Continued

1 If the Contract includes the Bid item "Roadway Core" the cores shall be obtained
2 by the Contractor in the presence of the Engineer on the same day the mix is
3 placed and at locations designated by the Engineer. If the Contract does not
4 include the Bid item "Roadway Core", the Contracting Agency will obtain the cores.

5
6 For a lot in progress with a CPF less than 0.75, a new lot will begin at the
7 Contractor's request after the Engineer is satisfied that material conforming to the
8 Specifications can be produced.

9
10 HMA mixture accepted by commercial evaluation and HMA constructed under
11 conditions other than those listed above shall be compacted on the basis of a test
12 point evaluation of the compaction train. The test point evaluation shall be
13 performed in accordance with instructions from the Engineer. The number of
14 passes with an approved compaction train, required to attain the maximum test
15 point density, shall be used on all subsequent paving.

16
17 HMA for preleveling shall be thoroughly compacted. HMA that is used for
18 preleveling wheel rutting shall be compacted with a pneumatic tire roller unless
19 otherwise approved by the Engineer.

Test Results

20
21
22 For a subplot that has been tested with a nuclear density gauge that did not meet
23 the minimum of 92 percent of the reference maximum density in a compaction lot
24 with a CPF below 1.00 and thus subject to a price reduction or rejection, the
25 Contractor may request that a core be used for determination of the relative density
26 of the subplot. The relative density of the core will replace the relative density
27 determined by the nuclear density gauge for the subplot and will be used for
28 calculation of the CPF and acceptance of HMA compaction lot.

29
30 When cores are taken by the Contracting Agency at the request of the Contractor,
31 they shall be requested by noon of the next workday after the test results for the
32 subplot have been provided or made available to the Contractor. Core locations
33 shall be outside of wheel paths and as determined by the Engineer. Traffic control
34 shall be provided by the Contractor as requested by the Engineer. Failure by the
35 Contractor to provide the requested traffic control will result in forfeiture of the
36 request for cores. When the CPF for the lot based on the results of the HMA cores
37 is less than 1.00, the cost for the coring will be deducted from any monies due or
38 that may become due the Contractor under the Contract at the rate of \$200 per
39 core and the Contractor shall pay for the cost of the traffic control.

40

1 **5-04.3(10)A HMA Compaction – General Compaction Requirements**

2 Compaction shall take place when the mixture is in the proper condition so that no
3 undue displacement, cracking, or shoving occurs. Areas inaccessible to large
4 compaction equipment shall be compacted by other mechanical means. Any HMA
5 that becomes loose, broken, contaminated, shows an excess or deficiency of
6 asphalt, or is in any way defective, shall be removed and replaced with new hot
7 mix that shall be immediately compacted to conform to the surrounding area.

8
9 The type of rollers to be used and their relative position in the compaction
10 sequence shall generally be the Contractor's option, provided the specified
11 densities are attained. Unless the Engineer has approved otherwise, rollers shall
12 only be operated in the static mode when the internal temperature of the mix is
13 less than 175°F. Regardless of mix temperature, a roller shall not be operated in
14 a mode that results in checking or cracking of the mat. Rollers shall only be
15 operated in static mode on bridge decks.

16
17 **5-04.3(10)B HMA Compaction – Cyclic Density**

18 Low cyclic density areas are defined as spots or streaks in the pavement that are
19 less than 90 percent of the theoretical maximum density. At the Engineer's
20 discretion, the Engineer may evaluate the HMA pavement for low cyclic density,
21 and when doing so will follow WSDOT SOP 733. A \$500 Cyclic Density Price
22 Adjustment will be assessed for any 500-foot section with two or more density
23 readings below 90 percent of the theoretical maximum density.

24
25 **5-04.3(10)C Vacant**

26
27 **5-04.3(10)D HMA Nonstatistical Compaction**

28
29 **5-04.3(10)D1 HMA Nonstatistical Compaction – Lots and Sublots**

30 HMA compaction which is accepted by nonstatistical evaluation will be based on
31 acceptance testing performed by the Contracting Agency dividing the project into
32 compaction lots.

33
34 A lot is represented by randomly selected samples of the same mix design that will
35 be tested for acceptance. A lot is defined as the total quantity of material or work
36 produced for each Job Mix Formula placed. Only one lot per JMF is expected. A
37 sublot shall be equal to one day's production or 400 tons, whichever is less except
38 that the final sublot will be a minimum of 200 tons and may be increased to
39 800 tons. Testing for compaction will be at the rate of 5 tests per sublot per
40 WSDOT T 738.

SPECIAL PROVISIONS - Continued

1 The subplot locations within each density lot will be determined by the Engineer.
2 For a lot in progress with a CPF less than 0.75, a new lot will begin at the
3 Contractor's request after the Engineer is satisfied that material conforming to the
4 Specifications can be produced.

5
6 HMA mixture accepted by commercial evaluation and HMA constructed under
7 conditions other than those listed above shall be compacted on the basis of a test
8 point evaluation of the compaction train. The test point evaluation shall be
9 performed in accordance with instructions from the Engineer. The number of
10 passes with an approved compaction train, required to attain the maximum test
11 point density, shall be used on all subsequent paving.

12
13 HMA for preleveling shall be thoroughly compacted. HMA that is used to prelevel
14 wheel ruts shall be compacted with a pneumatic tire roller unless otherwise
15 approved by the Engineer.

5-04.3(10)D2 HMA Compaction Nonstatistical Evaluation – Acceptance Testing

16
17
18
19 The location of the HMA compaction acceptance tests will be randomly selected
20 by the Engineer from within each subplot, with one test per subplot.

5-04.3(10)D3 HMA Nonstatistical Compaction – Price Adjustments

21
22
23 For each compaction lot with one or two sublots, having all sublots attain a relative
24 density that is 92 percent of the reference maximum density the HMA shall be
25 accepted at the unit Contract price with no further evaluation. When a subplot does
26 not attain a relative density that is 92 percent of the reference maximum density,
27 the lot shall be evaluated in accordance with Section 1-06.2 to determine the
28 appropriate CPF. The maximum CPF shall be 1.00, however, lots with a calculated
29 CPF in excess of 1.00 will be used to offset lots with CPF values below 1.00 but
30 greater than 0.90. Lots with CPF lower than 0.90 will be evaluated for compliance
31 per 5-04.3(11). Additional testing by either a nuclear moisture-density gauge or
32 cores will be completed as required to provide a minimum of three tests for
33 evaluation.

34
35 For compaction below the required 92% a Non-Conforming Compaction Factor
36 (NCCF) will be determined. The NCCF equals the algebraic difference of CPF
37 minus 1.00 multiplied by 40 percent. The Compaction Price Adjustment will be
38 calculated as the product of CPF, the quantity of HMA in the compaction control
39 lot in tons, and the unit Contract price per ton of mix.

40

1 **5-04.3(11) Reject Work**

2
3 **5-04.3(11)A Reject Work General**

4 Work that is defective or does not conform to Contract requirements shall be
5 rejected. The Contractor may propose, in writing, alternatives to removal and
6 replacement of rejected material. Acceptability of such alternative proposals will
7 be determined at the sole discretion of the Engineer. HMA that has been rejected
8 is subject to the requirements in Section 1-06.2(2) and this specification, and the
9 Contractor shall submit a corrective action proposal to the Engineer for approval.

10
11 **5-04.3(11)B Rejection by Contractor**

12 The Contractor may, prior to sampling, elect to remove any defective material and
13 replace it with new material. Any such new material will be sampled, tested, and
14 evaluated for acceptance.

15
16 **5-04.3(11)C Rejection Without Testing (Mixture or Compaction)**

17 The Engineer may, without sampling, reject any batch, load, or section of Roadway
18 that appears defective. Material rejected before placement shall not be
19 incorporated into the pavement. Any rejected section of Roadway shall be
20 removed.

21
22 No payment will be made for the rejected materials or the removal of the materials
23 unless the Contractor requests that the rejected material be tested. If the
24 Contractor elects to have the rejected material tested, a minimum of three
25 representative samples will be obtained and tested. Acceptance of rejected
26 material will be based on conformance with the nonstatistical acceptance
27 Specification. If the CPF for the rejected material is less than 0.75, no payment will
28 be made for the rejected material; in addition, the cost of sampling and testing shall
29 be borne by the Contractor. If the CPF is greater than or equal to 0.75, the cost of
30 sampling and testing will be borne by the Contracting Agency. If the material is
31 rejected before placement and the CPF is greater than or equal to 0.75,
32 compensation for the rejected material will be at a CPF of 0.75. If rejection occurs
33 after placement and the CPF is greater than or equal to 0.75, compensation for the
34 rejected material will be at the calculated CPF with an addition of 25 percent of the
35 unit Contract price added for the cost of removal and disposal.

36
37 **5-04.3(11)D Rejection - A Partial Sublot**

38 In addition to the random acceptance sampling and testing, the Engineer may also
39 isolate from a normal sublot any material that is suspected of being defective in
40 relative density, gradation or asphalt binder content. Such isolated material will not
41 include an original sample location. A minimum of three random samples of the

SPECIAL PROVISIONS - Continued

1 suspect material will be obtained and tested. The material will then be statistically
2 evaluated as an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)E Rejection - An Entire Sublot

5 An entire sublot that is suspected of being defective may be rejected. When a
6 sublot is rejected a minimum of two additional random samples from this sublot will
7 be obtained. These additional samples and the original sublot will be evaluated as
8 an independent lot in accordance with Section 1-06.2(2).

5-04.3(11)F Rejection - A Lot in Progress

10 The Contractor shall shut down operations and shall not resume HMA placement
11 until such time as the Engineer is satisfied that material conforming to the
12 Specifications can be produced:

- 15 1. When the CPF of a lot in progress drops below 1.00 and the Contractor is
16 taking no corrective action, or
- 17 2. When the Pay Factor (PF) for any constituent of a lot in progress drops
18 below 0.95 and the Contractor is taking no corrective action, or
- 19 3. When either the PF for any constituent or the CPF of a lot in progress is
20 less than 0.75.

5-04.3(11)G Rejection - An Entire Lot (Mixture or Compaction)

22 An entire lot with a CPF of less than 0.75 will be rejected.

5-04.3(12) Joints

5-04.3(12)A HMA Joints

5-04.3(12)A1 Transverse Joints

30 The Contractor shall conduct operations such that the placing of the top or wearing
31 course is a continuous operation or as close to continuous as possible.
32 Unscheduled transverse joints will be allowed, and the roller may pass over the
33 unprotected end of the freshly laid mixture only when the placement of the course
34 must be discontinued for such a length of time that the mixture will cool below
35 compaction temperature. When the Work is resumed, the previously compacted
36 mixture shall be cut back to produce a slightly beveled edge for the full thickness
37 of the course.

38
39 A temporary wedge of HMA constructed on a 20H:1V shall be constructed where
40 a transverse joint as a result of paving or planing is open to traffic. The HMA in the
41 temporary wedge shall be separated from the permanent HMA by strips of heavy

SPECIAL PROVISIONS - Continued

1 wrapping paper or other methods approved by the Engineer. The wrapping paper
2 shall be removed and the joint trimmed to a slightly beveled edge for the full
3 thickness of the course prior to resumption of paving.

4
5 The material that is cut away shall be wasted and new mix shall be laid against the
6 cut. Rollers or tamping irons shall be used to seal the joint.

5-04.3(12)A2 Longitudinal Joints

7
8
9 The longitudinal joint in any one course shall be offset from the course immediately
10 below by not more than 6 inches nor less than 2 inches. All longitudinal joints
11 constructed in the wearing course shall be located at a lane line or an edge line of
12 the Traveled Way. A notched wedge joint shall be constructed along all longitudinal
13 joints in the wearing surface of new HMA unless otherwise approved by the
14 Engineer. The notched wedge joint shall have a vertical edge of not less than the
15 maximum aggregate size or more than 1/2 of the compacted lift thickness and then
16 taper down on a slope not steeper than 4H:1V. The sloped portion of the HMA
17 notched wedge joint shall be uniformly compacted.

5-04.3(12)B Bridge Paving Joint Seals

18
19
20
21 Bridge Paving Joint Seals shall be in accordance with Section 5-03.

5-04.3(13) Surface Smoothness

22
23
24 The completed surface of all courses shall be of uniform texture, smooth, uniform
25 as to crown and grade, and free from defects of all kinds. The completed surface
26 of the wearing course shall not vary more than 1/8 inch from the lower edge of a
27 10-foot straightedge placed on the surface parallel to the centerline. The
28 transverse slope of the completed surface of the wearing course shall vary not
29 more than 1/4 inch in 10 feet from the rate of transverse slope shown in the Plans.

30
31 When deviations in excess of the above tolerances are found that result from a high
32 place in the HMA, the pavement surface shall be corrected by one of the
33 following methods:

- 34
35
36
37
38
39
1. Removal of material from high places by grinding with an approved grinding machine, or
 2. Removal and replacement of the wearing course of HMA, or
 3. By other method approved by the Engineer.

40 Correction of defects shall be carried out until there are no deviations anywhere
41 greater than the allowable tolerances.

42

SPECIAL PROVISIONS - Continued

1 Deviations in excess of the above tolerances that result from a low place in the
2 HMA and deviations resulting from a high place where corrective action, in the
3 opinion of the Engineer, will not produce satisfactory results will be accepted with
4 a price adjustment. The Engineer shall deduct from monies due or that may
5 become due to the Contractor the sum of \$500.00 for each and every section of
6 single traffic lane 100 feet in length in which any excessive deviations described
7 above are found.

8
9 When utility appurtenances such as manhole covers and valve boxes are located
10 in the traveled way, the utility appurtenances shall be adjusted to the finished grade
11 prior to paving. This requirement may be waived when requested by the
12 Contractor, at the discretion of the Engineer or when the adjustment details
13 provided in the project plan or specifications call for utility appurtenance
14 adjustments after the completion of paving.

15
16 Utility appurtenance adjustment discussions will be included in the Pre-Paving and
17 Pre-Planing Briefing (5-04.3(14)B3). Submit a written request to waive this
18 requirement to the Engineer prior to the start of paving.

5-04.3(14) Planing Bituminous Pavement

19
20
21 The planing plan must be approved by the Engineer and a pre-planing meeting
22 must be held prior to the start of any planing. See Section 5-04.3(14)B2 for
23 information on planing submittals.

24
25 Where planing an existing pavement is specified in the Contract, the Contractor
26 must remove existing surfacing material and to reshape the surface to remove
27 irregularities. The finished product must be a prepared surface acceptable for
28 receiving an HMA overlay.

29
30 Use the cold milling method for planing unless otherwise specified in the Contract.
31 Do not use the planer on the final wearing course of new HMA.

32
33 Conduct planing operations in a manner that does not tear, break, burn, or
34 otherwise damage the surface which is to remain. The finished planed surface
35 must be slightly grooved or roughened and must be free from gouges, deep
36 grooves, ridges, or other imperfections. The Contractor must repair any damage
37 to the surface by the Contractor's planing equipment, using an Engineer approved
38 method.

39
40 Repair or replace any metal castings and other surface improvements damaged
41 by planing, as determined by the Engineer.

42
43 A tapered wedge cut must be planed longitudinally along curb lines sufficient to
44 provide a minimum of 4 inches of curb reveal after placement and compaction of

SPECIAL PROVISIONS - Continued

1 the final wearing course. The dimensions of the wedge must be as shown on the
2 Drawings or as specified by the Engineer.

3
4 A tapered wedge cut must also be made at transitions to adjoining pavement
5 surfaces (meet lines) where butt joints are shown on the Drawings. Cut butt joints
6 in a straight line with vertical faces 2 inches or more in height, producing a smooth
7 transition to the existing adjoining pavement.

8
9 After planing is complete, planed surfaces must be swept, cleaned, and if required
10 by the Contract, patched and preleveled.

11
12 The Engineer may direct additional depth planing. Before performing this additional
13 depth planing, the Contractor must conduct a hidden metal in pavement detection
14 survey as specified in Section 5-04.3(14)A.

15 16 **5-04.3(14)A Pre-Planing Metal Detection Check**

17 Before starting planing of pavements, and before any additional depth planing
18 required by the Engineer, the Contractor must conduct a physical survey of existing
19 pavement to be planed with equipment that can identify hidden metal objects.

20
21 Should such metal be identified, promptly notify the Engineer.

22
23 See Section 1-07.16(1) regarding the protection of survey monumentation that
24 may be hidden in pavement.

25
26 The Contractor is solely responsible for any damage to equipment resulting from
27 the Contractor's failure to conduct a pre-planing metal detection survey, or from
28 the Contractor's failure to notify the Engineer of any hidden metal that is detected.

29 30 **5-04.3(14)B Paving and Planing Under Traffic**

31 32 **5-04.3(14)B1 General**

33 In addition, the requirements of Section 1-07.23 and the traffic controls required in
34 Section 1-10, and unless the Contract specifies otherwise or the Engineer
35 approves, the Contractor must comply with the following:

36 37 1. Intersections:

- 38 a. Keep intersections open to traffic at all times, except when paving or
39 planing operations through an intersection requires closure. Such
40 closure must be kept to the minimum time required to place and compact
41 the HMA mixture, or plane as appropriate. For paving, schedule such

SPECIAL PROVISIONS - Continued

1 closure to individual lanes or portions thereof that allows the traffic
2 volumes and schedule of traffic volumes required in the approved traffic
3 control plan. Schedule work so that adjacent intersections are not
4 impacted at the same time and comply with the traffic control restrictions
5 required by the Traffic Engineer. Each individual intersection closure or
6 partial closure, must be addressed in the traffic control plan, which must
7 be submitted to and accepted by the Engineer, see Section 1-10.2(2).

8 b. When planing or paving and related construction must occur in an
9 intersection, consider scheduling and sequencing such work into
10 quarters of the intersection, or half or more of an intersection with side
11 street detours. Be prepared to sequence the work to individual lanes or
12 portions thereof.

13 c. Should closure of the intersection in its entirety be necessary, and no
14 trolley service is impacted, keep such closure to the minimum time
15 required to place and compact the HMA mixture, plane, remove asphalt,
16 tack coat, and as needed.

17 d. Any work in an intersection requires advance warning in both signage
18 and a number of Working Days advance notice as determined by the
19 Engineer, to alert traffic and emergency services of the intersection
20 closure or partial closure.

21 e. Allow new compacted HMA asphalt to cool to ambient temperature
22 before any traffic is allowed on it. Traffic is not allowed on newly placed
23 asphalt until approval has been obtained from the Engineer.

24 2. Temporary centerline marking, post-paving temporary marking, temporary
25 stop bars, and maintaining temporary pavement marking must comply with
26 Section 8-23.

27 3. Permanent pavement marking must comply with Section 8-22.

5-04.3(14)B2 Submittals – Planing Plan and HMA Paving Plan

28 The Contractor must submit a separate planing plan and a separate paving plan
29 to the Engineer at least 5 Working Days in advance of each operation's activity
30 start date. These plans must show how the moving operation and traffic control
31 are coordinated, as they will be discussed at the pre-planing briefing and pre-
32 paving briefing. When requested by the Engineer, the Contractor must provide
33 each operation's traffic control plan on 24 x 36 inch or larger size Shop Drawings
34 with a scale showing both the area of operation and sufficient detail of traffic
35 beyond the area of operation where detour traffic may be required. The scale on
36 the Shop Drawings is 1 inch = 20 feet, which may be changed if the Engineer
37 agrees sufficient detail is shown.
38

39
40 The planing operation and the paving operation include, but are not limited to,
41 metal detection, removal of asphalt and temporary asphalt of any kind, tack coat

SPECIAL PROVISIONS - Continued

1 and drying, staging of supply trucks, paving trains, rolling, scheduling, and as may
2 be discussed at the briefing.

3
4 When intersections will be partially or totally blocked, provide adequately sized and
5 noticeable signage alerting traffic of closures to come, a minimum 2 Working Days
6 in advance. The traffic control plan must show where police officers will be
7 stationed when signalization is or may be, countermanded, and show areas where
8 flaggers are proposed.

9
10 At a minimum, the planing and the paving plan must include:

- 11
12 1. A copy of the accepted traffic control plan, see Section 1-10.2(2), detailing
13 each day's traffic control as it relates to the specific requirements of that
14 day's planing and paving. Briefly describe the sequencing of traffic control
15 consistent with the proposed planing and paving sequence, and scheduling
16 of placement of temporary pavement markings and channelizing devices
17 after each day's planing, and paving.
- 18 2. A copy of each intersection's traffic control plan.
- 19 3. Haul routes from supplier facilities, and locations of temporary parking and
20 staging areas, including return routes. Describe the complete round trip as
21 it relates to the sequencing of paving operations.
- 22 4. Names and locations of HMA supplier facilities to be used.
- 23 5. List of all equipment to be used for paving.
- 24 6. List of personnel and associated job classification assigned to each piece
25 of paving equipment.
- 26 7. Description (geometric or narrative) of the scheduled sequence of planing
27 and of paving and intended area of planing and of paving for each day's
28 work, must include the directions of proposed planing and of proposed
29 paving, sequence of adjacent lane paving, sequence of skipped lane
30 paving, intersection planing and paving scheduling and sequencing, and
31 proposed notifications and coordinations to be timely made. The plan must
32 show HMA joints relative to the final pavement marking lane lines.
- 33 8. Names, job titles, and contact information for field, office, and plant
34 supervisory personnel.
- 35 9. A copy of the approved Mix Designs.
- 36 10. Tonnage of HMA to be placed each day.
- 37 11. Approximate times and days for starting and ending daily operations.

38 39 **5-04.3(14)B3 Pre-Paving and Pre-Planing Briefing**

40 At least 2 Working Days before the first paving operation and the first planing
41 operation, or as scheduled by the Engineer for future paving and planing

SPECIAL PROVISIONS - Continued

1 operations to ensure the Contractor has adequately prepared for notifying and
2 coordinating as required in the Contract, the Contractor must be prepared to
3 discuss that day's operations as they relate to other entities and to public safety
4 and convenience, including driveway and business access, garbage truck
5 operations, transit operations and working around energized overhead wires,
6 school and nursing home and hospital and other accesses, other Contractors who
7 may be operating in the area, pedestrian and bicycle traffic, and emergency
8 services. The Contractor, and Subcontractors that may be part of that day's
9 operations, must meet with the Engineer and discuss the proposed operation as it
10 relates to the submitted planing plan and paving plan, approved traffic control plan,
11 and public convenience and safety. Such discussion includes, but is not limited to:

- 12
- 13 1. General for both the Paving and Planing Plan:
- 14 a. The actual times of starting and ending daily operations.
- 15 b. In intersections, how to break up the intersection, and address traffic control
16 and signalization for that operation, including use of peace officers.
- 17 c. The sequencing and scheduling of paving operations and of planing
18 operations, as applicable, as it relates to traffic control, public convenience
19 and safety, and to other Contractors who may operate in the Project limits.
- 20 d. Notifications required of Contractor activities, and coordinating with other
21 entities and the public as necessary.
- 22 e. Description of the sequencing of installation and types of temporary
23 pavement markings as it relates to planning and to paving.
- 24 f. Description of the sequencing of installation of, and the removal of,
25 temporary pavement patch material around exposed castings and as may
26 be needed
- 27 g. Description of procedures and equipment to identify hidden metal in the
28 pavement, such as survey monumentation, monitoring wells, streetcar rail,
29 and castings, before planing, as per Section 5-04.3(14)B2.
- 30 h. Description of how flaggers will be coordinated with the planing, paving, and
31 related operations.
- 32 i. Description of sequencing of traffic controls for the process of rigid
33 pavement base repairs.
- 34 j. Other items the Engineer deems necessary to address.
- 35 2. Paving – additional topics:
- 36 a. When to start applying tack and coordinating with paving.
- 37 b. Types of equipment and numbers of each type equipment to be used. If
38 more pieces of equipment than personnel are proposed, describe the
39 sequencing of the personnel operating the types of equipment. Discuss the
40 continuance of operator personnel for each type of equipment as it relates
41 to meeting Specification requirements.

SPECIAL PROVISIONS - Continued

- 1 c. Number of JMFs to be placed, and if more than one JMF is used, how the
2 Contractor will ensure different JMFs are distinguished, how pavers and
3 how MTVs are distinguished, and how pavers and MTVs are cleaned so
4 that one JMF does not adversely influence the other JMF.
- 5 d. Description of contingency plans for that day's operations such as
6 equipment breakdown, rain out, and supplier shutdown of operations.
- 7 e. Number of sublots to be placed, sequencing of density testing, and other
8 sampling and testing.
- 9

5-04.3(15) Sealing Pavement Surfaces

10 Apply a fog seal where shown in the plans. Construct the fog seal in accordance
11 with Section 5-02.3. Unless otherwise approved by the Engineer, apply the fog
12 seal prior to opening to traffic.

13

5-04.3(16) HMA Road Approaches

14

15 Construct HMA approaches at the locations shown in the Plans or where staked
16 by the Engineer in accordance with Section 5-04.

17

5-04.4 Measurement

18

19 HMA Cl. ___ PG ___, HMA for ___ Cl. ___ PG ___, and Commercial HMA will
20 be measured by the ton in accordance with Section 1-09.2, with no deduction being
21 made for the weight of asphalt binder, mineral filler, or any other component of the
22 mixture. If the Contractor elects to remove and replace mix as allowed by
23 Section 5-04.3(11), the material removed will not be measured.

24

25

26 Roadway cores will be measured per each for the number of cores taken.

27

28 Pavement repair excavation will be measured by the square yard of surface
29 marked prior to excavation.

30

31 Planing bituminous pavement will be measured by the square yard.

32

5-04.5 Payment

33

34 Payment will be made for each of the following Bid items that are included in the
35 Proposal:

36

37 "HMA Cl. ___ PG ___, per ton.

38

39 "HMA for Approach Cl. ___ PG ___, per ton.

40

41 "HMA for Preleveling Cl. ___ PG ___, per ton.

SPECIAL PROVISIONS - Continued

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“HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Commercial HMA”, per ton.

The unit Contract price per ton for “HMA Cl. ___ PG ___”, “HMA for Approach Cl. ___ PG ___”, “HMA for Preleveling Cl. ___ PG ___”, “HMA for Pavement Repair Cl. ___ PG ___”, and “Commercial HMA” shall be full compensation for all costs, including anti-stripping additive, incurred to carry out the requirements of Section 5-04 except for those costs included in other items which are included in this Subsection and which are included in the Proposal.

“Pavement Repair Excavation Incl. Haul”, per square yard.

The unit Contract price per square yard for “Pavement Repair Excavation Incl. Haul” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(4) with the exception, however, that all costs involved in the placement of HMA shall be included in the unit Contract price per ton for “HMA for Pavement Repair Cl. ___ PG ___”, per ton.

“Asphalt for Prime Coat”, per ton.

The unit Contract price per ton for “Asphalt for Prime Coat” shall be full payment for all costs incurred to obtain, provide and install the material in accordance with Section 5-04.3(4).

“Prime Coat Agg.”, per cubic yard, or per ton.

The unit Contract price per cubic yard or per ton for “Prime Coat Agg.” shall be full pay for furnishing, loading, and hauling aggregate to the place of deposit and spreading the aggregate in the quantities required by the Engineer.

“Planing Bituminous Pavement”, per square yard.

The unit Contract price per square yard for “Planing Bituminous Pavement” shall be full payment for all costs incurred to perform the Work described in Section 5-04.3(14).

“Job Mix Compliance Price Adjustment”, by calculation.

“Job Mix Compliance Price Adjustment” will be calculated and paid for as described in Section 5-04.3(9)C6.

“Compaction Price Adjustment”, by calculation.

SPECIAL PROVISIONS - Continued

1 "Compaction Price Adjustment" will be calculated and paid for as described in
2 Section 5-04.3(10)D3.

3
4 "Roadway Core", per each.

5
6 The Contractor's costs for all Work associated with the coring (e.g., traffic
7 control) shall be incidental and included in the unit Bid price per each.

8
9 "Cyclic Density Price Adjustment", by calculation.

10
11 "Cyclic Density Price Adjustment" will be calculated and paid for as described
12 in Section 5-04.3(10)B.

14 **END OF DIVISION 5**
15

SPECIAL PROVISIONS - Continued

1

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1 **DIVISION 7**

2 **DRAINAGE STRUCTURES, STORM SEWERS, SANITARY SEWERS,**
3 **WATER MAINS, AND CONDUITS**

4 **7-08 GENERAL PIPE INSTALLATION REQUIREMENTS**

5
6 **7-08.1 Description**

7
8 Section 7-08.1 is supplemented with the following:

9
10 (*****)

11 This information shall cover the general requirements for installing water main
12 pipeline. The Contractor shall also follow all provisions of Section 7-09 (Water
13 Mains), and 1-07.23 (Public Convenience and Safety) as it applies to the specific
14 kind of work.
15

16 **7-08.2 Materials**

17
18 Section 7-08.2 is supplemented with the following:

19
20 (*****)

21 The Contractor shall use Bank Run Gravel for trench backfill as specified in
22 Section 9-03.19 of the Specifications for pipe installation and all other excavations
23 completed within the driving surface and roadway shoulder.
24

25 Bedding materials shall be crushed surfacing top course (CSTC) per Section
26 9-03.9(3) of the Standard Specifications.
27

28 Foundation material shall meet the requirements of Ballast per Section 9-03.9(2).
29

30 **7-08.3 Construction Requirements**

31
32 Section 7-08.3 is supplemented with the following:

33
34 (*****)

35 Toning wire is required and shall be UL-listed, Type UF, 14-gauge copper taped to
36 the top of the pipe to prevent movement during backfilling. The wire shall be laid
37 loosely enough to prevent stretching and damage. The wire shall be wrapped to a
38 convenient accessible location within each manhole, vault, valve box, etc.

SPECIAL PROVISIONS - Continued

1 **7-08.3(1) Excavation and Preparation of Trench**

2

3 **7-08.3(1)A Trenches**

4

5 Section 7-08.3(1)A is supplemented with the following:

6

7 (*****)

8 Where unsuitable material (Unsuitable Foundation Excavation), as determined by
9 the Engineer, is encountered in the trench subgrade below that elevation required
10 for the installation of the pipe bedding, it shall be removed to the depth and limits
11 specified by the Engineer and considered "Unsuitable Foundation Excavation".
12 Material to replace unsuitable material that is removed from the trench shall be
13 trench foundation material specified in Section 7-08.2. Construction geotextile for
14 soil stabilization shall be installed to completely encompass the fill material.

15

16 Actual trench width shall not exceed maximum pay limits as shown on the Plans.
17 The Contractor shall use shoring to minimize trench widths as specified in
18 7-08.3(1)B.

19

20

21 All excavated material shall be loaded directly into trucks and hauled to a permitted
22 disposal site obtained by the Contractor. Stockpiling of excavated material at the
23 project site will not be allowed.

24

25 The Contractor shall make its own estimate of the kind and extent of the various
26 materials that will be encountered in the excavation.

27 **7-08.3(1)B Shoring**

28

29 Add the following new sections:

30

31 (*****)

32 **7-08.3(1)B(1) General**

New Section

33

34 This section specifies requirements for excavation support systems (Shoring or
35 Extra Excavation Class B) for excavation of trenches and open excavations greater
36 than 4 feet in depth.

37

38 Where sheet piling, shoring, sheeting, bracing, or other supports are necessary,
39 the items shall be furnished, placed, maintained, and except as shown or specified
40 otherwise, removed.

41

42 The design, installation and removal of any and all excavation support are the sole
43 responsibility of the Contractor. A Geotechnical Report provided in the appendices
44 advise that excavation support is necessary in view of the subsurface conditions

SPECIAL PROVISIONS - Continued

1 at the site. In conjunction with its obligations under Section 2-09.3(1)G –
2 Dewatering, Contractor shall conduct its own independent investigation and
3 evaluation of the subsurface conditions at the site and shall rely on such
4 independent investigation / verification in designing and installing the
5 excavation support requirements. The Contract Documents do not contain any
6 specific plans or details for excavation support as such decisions lie solely with the
7 Contractor. The Geotechnical Report in the appendices do not relieve the
8 Contractor of its sole responsibility to investigate and verify the subsurface
9 conditions and design, install, and remove excavation support as may be needed.

10
11 The term Excavation Support as used herein has the same meaning as the term
12 Shoring in WAC 296-155-650.

13 **7-08.3(1)B(2) Contractor Submittals** **New Section**

14 The Contractor is advised of the provisions for the Washington Industrial Safety
15 and Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N,
16 Excavation, Trenching and Shoring. The Contractor's excavation support plan
17 shall be prepared by a civil or structural engineer licensed in the State of
18 Washington and submitted to the Engineer for review as indicated in the
19 paragraphs below.

- 20 1. At least 20 working days prior to installation of any excavation support system,
21 the Contractor shall submit an excavation support control plan and operational
22 schedule (Excavation Support Control Plan). The Excavation Support Control
23 Plan shall be prepared, signed, and stamped by a professional engineer
24 currently registered in the State of Washington. Such engineer shall have a
25 minimum of 5 years of experience in the design of excavation support systems.
26 The Excavation Support Control Plan shall show the number, location, type and
27 depth of all excavation support means or methods selected by Contractor. The
28 Contractor's Excavation Support Control Plan is subject to review by the
29 Engineer. Such review is limited to determining general conformance with the
30 intent of this Specification, but not for detailed verification of sizes, spacing,
31 depths, construction, or adequacy. The Engineer's review and/or lack of
32 objection to the submitted Excavation Support Control Plan shall not modify the
33 requirements of the Contract or relieve Contractor of its sole responsibility to
34 design, install, and remove excavation support as required herein.
- 35 2. Identify measures to control soil loss and water seepage through utility
36 penetrations in the excavation support system.
- 37 3. The Groundwater Control Plan required by Section 2-09.3 and the Excavation
38 Support Control Plan required herein are interdependent and shall be
39 coordinated and submitted together.

SPECIAL PROVISIONS - Continued

7-08.3(1)B(3) Execution

New Section

1. General

Design, provide, and maintain shoring, sheeting, and bracing as necessary to support the sides of excavations and to prevent detrimental settlement and lateral movement of existing facilities, embankments, adjacent property, and completed Work.

2. Removal of Excavation Support

Do not begin to remove excavation support until it can be removed without damage to existing facilities, completed work, or adjacent property.

3. Trenches

Where trench excavation is deeper than 4 feet, the Contractor shall construct and maintain safety shoring systems that meet the requirements of the Washington Industrial Safety and Health Act, Chapter 49.17 RCW and Chapter 296-155 WAC, Part N, and the minimum requirements/prohibitions described in this Section.

If shallow groundwater causes excessive trench caving or accumulation of water, temporary steel shoring or equivalent means shall be installed.

4. Utility Penetrations in Excavation Support System

Contractor shall implement measures to prevent soil loss and control water seepage through utility penetrations in the excavation support system.

7-08.3(2) Laying Pipe

Add the following new section:

(*****)

7-08.3(2)J Dewatering Trenches

New Section

Trench dewatering shall conform to requirements of Section 2-09.3(1)G.

All "Normal Trench Dewatering" work associated with maintaining a trench suitable for pipeline construction will be incidental and included in the other items of work. "Normal Trench Dewatering" is defined as dewatering methods occurring in or directly adjacent to the trench, including trash pumps, sump pumps, or other methods in the excavated areas. "Normal Trench Dewatering" does not include a dewatering system such as well points, well screens, or deep wells as required by Section 2-09.3(1)G.

SPECIAL PROVISIONS - Continued

1 **7-08.3(3) Backfilling**

2
3 Section 7-08.3(3) is supplemented with the following:

4
5 (*****)

6 Backfilling and surface restoration shall closely follow the installation of pipe, so
7 that not more than 100 feet is left of the trench open at any time during construction
8 without approval of the Engineer. When public safety concerns exist, the Engineer
9 may require more stringent backfilling standards. Selected backfill material shall
10 be placed and compacted around and under the pipe by hand tools to a height of
11 6 inches above the top of the pipe. The remaining backfill shall be compacted to
12 95 percent of the maximum density in the roadway prism and shall be satisfactorily
13 demonstrated to the Engineer by density tests per the WSDOT Standard
14 Specifications for Road, Bridge, and Municipal Construction, Section 2-03.3(14)D.

15
16 Add the following new section:

17
18 (*****)

19 **7-08.3(3)A Vertical Clearance Between Utility Lines** **New Section**

20
21 Where the vertical clearance between adjacent storm drainage lines, water lines,
22 sanitary sewer lines, or casings is 2 to 6 inches, an ethylene vinyl acetate pad,
23 Rubatex Laboratories R-5010-A, or an approved equal, is required. The pad shall
24 be 3 feet by 3 feet by 2.5 inches minimum, and placed between the sanitary sewer
25 pipe and the other utility pipe. All costs necessary to furnish and install the pad
26 shall be considered incidental to pipe laying.

27 **7-08.4 Measurement**

28
29 The first, second, and fourth paragraphs of Section 7-08.4 are replaced with the following:

30
31 (*****)

32 No measurement shall be made for protecting existing utilities and services, trench
33 excavation, disposal of unsuitable backfill, Bank Run Gravel material used as
34 trench backfill above the pipe zone bedding, and compaction of backfill.

35 Section 7-08.4 is supplemented with the following:

36
37 (*****)

38 Measurement for pipe will be by the linear foot of pipe laid and successfully tested
39 and shall be along the centerline of the pipe through fittings. Measurement will be
40 to the nearest foot.

41
42 No measurement will be made for trench excavation including haul.

43

SPECIAL PROVISIONS - Continued

1 No measurement will be made for Bank Run Gravel when imported for use as
2 trench backfill above the pipe zone.

3
4 No specific unit of measurement shall apply to the lump sum item of “Shoring or
5 Extra Excavation Class B”.

6
7 **7-08.5 Payment**

8
9 Section 7-08.5 is supplemented with the following:

10
11 (*****)

12 Trench Backfill shall be considered incidental to the unit cost for the various utilities
13 per linear foot.

14
15 “Shoring or Extra Excavation Class B”, per lump sum.

16
17 The lump sum contract price for “Shoring or Extra Excavation Class B” shall be full
18 pay for all labor, materials, tools, and equipment, and other incidental costs to
19 provide a complete system of trench shoring in compliance with WISHA, Chapter
20 47.19 RCW and Section 7-08.3(1)B. The lump sum contract price shall include:
21 designing, furnishing, installing, maintaining, and removing sheet piles, trench
22 boxes, cribbing, and cofferdams, or other means necessary to support trench and
23 excavation walls as required. Design, installation, and maintenance of all shoring
24 systems shall be the complete and sole responsibility of the Contractor. This bid
25 item shall be accomplished in accordance with Divisions 1, 2, and 7 of the Standard
26 Specifications and Special Provisions. Bidder’s attention is directed to the following
27 laws and regulations:

28 5. Chapter 39.04.180 of the Revised Code of Washington (RCW).

29 6. Part N of Chapter 296-155 of the Washington Administrative Code (WAC).

30 7. Chapter 49.17 of RCW (Washington Industrial Safety and Health Act).

31 8. 29 CFR 1923 of OSHA.

32
33 Failure to comply with this shall be considered conclusive evidence that the bid is
34 non-responsive and, therefore, subject to rejection.
35

SPECIAL PROVISIONS - Continued

1 **7-09 WATER MAINS**

2 **7-09.1 Description**

3

4 Section 7-09.1 is supplemented with the following:

5

6 (*****)

7 The Contractor shall also follow the requirements of Section 7-08 (General Pipe
8 Installation Requirements).

9 **7-09.2 Materials**

10

11 Section 7-09.2 is supplemented with the following:

12

13 (*****)

14 Polyvinyl Chloride (PVC) pipe shall conform to Section 9-30.1(5) and shall be PVC
15 C900..

16

17 Locating wire shall be Blue, 14-gauge HMWPE copper tracer wire.

18

19 **7-09.3 Construction Requirements**

20 **7-09.3(6) Existing Utilities**

21

22 Section 7-09.3(6) is supplemented with the following:

23

24 (*****)

25 The Contractor is responsible for protection of existing utilities during excavation
26 and utility installation in accordance with Section 1-07.16 Protection and
27 Restoration of Property. The Contractor shall be responsible for restoration of any
28 damaged utilities as a result of the contractor's construction activities.

29 **7-09.3(7) Trench Excavation**

30

31 Section 7-09.3(7) is supplemented with the following:

32

33 (*****)

34 No excavations shall be left open overnight and no equipment shall be left on the
35 roadways at the end of the work day.

SPECIAL PROVISIONS - Continued

1 **7-09.3(10) Backfilling Trenches**

2
3 Section 7-09.3(10) is supplemented with the following:

4
5 (*****)

6 Water mains shall be installed with 42-inch-minimum finished pipe cover, unless
7 shown otherwise on the Plans or the Engineer determines less cover is adequate
8 where existing facilities, not to be relocated, might interfere with the pipe-laying
9 operation.

10 **7-09.3(19) Connections**

11 **7-09.3(19)A Connections to Existing Mains**

12
13 Section 7-09.3(19)A is supplemented with the following:

14
15 (*****)

16 The Contractor shall field verify all existing piping material, dimensions, and
17 elevations to ensure proper fit prior to any connections being made to existing
18 mains.

19
20 All connections to existing water mains will be done in conformance with Tulalip
21 Tribes Standards and witnessed by a Tulalip Tribes Water Department
22 representative for the Tulalip Tribes water mains. The Contractor shall provide a 3-
23 working-day notice to the Engineer to schedule connections and a two-day-
24 verification notice, and shall consult with the Tulalip Tribes Water Department
25 personnel regarding fittings or couplings required for connection to each system.
26 All excavation, connections, piping, valve fittings, services, anchors, blocking,
27 bedding, backfill, compaction, restoration, or other labor and materials required
28 shall be furnished and placed by the Contractor.

29 The Tulalip Tribes Water Department will perform all shutdowns on all existing
30 Tribal water mains. The Contractor may operate the valve under the immediate
31 supervision of a Tulalip Tribes representative.

32 **7-09.3(19)B Maintaining Service**

33
34 Section 7-09.3(19)B, paragraph 1, is supplemented with the following:

35
36 (*****)

37 Where existing service must be interrupted, the Contractor shall notify in writing
38 the Engineer, the Tulalip Tribes Water Department representative and all
39 customers affected 48 hours prior to the date, time, and duration of the interruption.
40 The Contractor shall schedule construction to provide minimum interruption, which
41 shall not exceed four hours.

SPECIAL PROVISIONS - Continued

1 **7-09.3(20) Detectable Marking Tape**

2
3 Section 7-09.3(20) is supplemented with the following:

4
5 (*****)

6 All pipe and services shall be installed with continuous tracer tape installed 12 to
7 18 inches under the final ground surface. Marking tape shall be Terra Tape "D" or
8 approved equal for this project.

9
10 Contractor shall place 14-gauge tracer wire at a continuous length over top of all
11 installed water mains, appurtenances, and service connections before backfilling
12 the trench to provide locating ability of the installed pipe in the future.

13 **7-09.3(21) Concrete Thrust Blocking**

14
15 Section 7-09.3(21) is supplemented with the following:

16
17 (*****)

18 Blocking for fittings shall be in accordance with the Plans and sized in accordance
19 with AWWA specifications. The concrete blocking shall be isolated from the fitting
20 with plastic sheeting or equal.

21
22 Minimum 5/8-inch-diameter reinforcing steel shall be used for yokes for anchoring
23 fittings.

24
25 Bends, tees, and dead ends shall have concrete thrust blocking when shown on
26 the Plans.

27
28 Joint restraint, in accordance with Section 9-30.2(6) and 7-09.2, is required for all
29 new water mains.

30 **7-09.3(23) Hydrostatic Pressure Test**

31
32 The first paragraph of Section 7-09.3(23) is revised as follows:

33
34 (*****)

35 All water lines and appurtenances shall be tested under a minimum hydrostatic
36 pressure of 200 psi at the high point along the water main profile for 30 minutes.
37 The test process shall test sections of the pipeline individually not to over-pressure
38 the downstream valves and fittings. Test pressures shall not exceed the rated
39 pressure of the valves when the pressure boundary of the test section includes
40 closed, resilient-seated gate valves or butterfly valves. The main shall be tested
41 between valves. No hydrostatic pressure shall be allowed against the opposite side
42 of the valve being tested. Testing shall be scheduled with the Engineer and Tulalip
43 Tribes Water Department representative.

SPECIAL PROVISIONS - Continued

1
2 The Contractor will be responsible for supplying all required equipment and labor
3 for testing all pipeline Segments.

4 **7-09.3(24) Disinfection of Water Mains**

5 **7-09.3(24)A Flushing**

6
7 Section 7-09.3(24)A is supplemented with the following:

8
9 (*****)
10 The Contractor shall submit a plan for disposing of disinfecting solution for
11 approval by the Engineer and to the Tulalip Tribes Department of Natural
12 Resources. Disposal shall not be made to sanitary sewer nor shall chlorinated
13 water be disposed of to the stormwater system. The Contractor shall provide and
14 install a dechlorination device approved by the Engineer and Tulalip Natural
15 Resources to be used during flushing prior to discharge into a storm sewer or
16 upstream of a receiving water. The Contractor shall provide 48-hour notice to the
17 Engineer to schedule the dechlorination and flushing after approval of the
18 dichlorination and discharge plan.

19
20 The Contractor will be responsible for supplying all required equipment and labor
21 for flushing of all pipeline Segments.

22 **7-09.3(24)N Final Flushing and Testing**

23
24 Section 7-09.3(24)N is supplemented with the following:

25
26 (*****)
27 Following testing and disinfection of water pipe and appurtenances, the lines shall
28 be flushed and allowed to stand for a minimum of 24 hours; then, bacteriological
29 samples will be taken. Samples can only be submitted for testing on Monday
30 through Thursday, 8:00 a.m. to 5:00 p.m., and Friday, 8:00 a.m. to 12:00 noon.

31
32 The Contractor shall provide temporary taps for flushing in accordance with
33 Section 7-09.3(24)A, and temporary taps for sampling in accordance with
34 Section 7-09.3(24)N.

35
36 The Contractor shall provide and install a double check valve assembly with meter
37 connection for any temporary tap connection or connection to existing hydrant.

SPECIAL PROVISIONS - Continued

1 **7-09.3(24)O Repetition of Flushing and Testing**

2
3 Section 7-09.3(24)O is supplemented with the following:

4
5 (*****)

6 There will be no charge to the Contractor for water to perform the initial pressure
7 and purity tests. Should either test fail, the Contractor will be charged for additional
8 water necessary to recharge the line.

9 **7-09.4 Measurement**

10
11 Section 7-09.4 is supplemented with the following:

12
13 (*****)

14
15 There shall be no measurement of Bank Run Gravel for trench backfill. Use of
16 select backfill shall be considered incidental to the per linear foot unit price.

17 "Connection to Existing Main" shall be measured per each.

18 There shall be no measurement of gravel borrow for trench backfill. Use of gravel
19 backfill shall be considered incidental to the per linear foot unit price.

20 **7-09.5 Payment**

21
22 The second paragraph of Section 7-09.5 is replaced with the following:

23
24 (*****)

25 "PVC C900 Pipe for Water Main ____ In. Diam.", per linear foot.

26
27 The unit contract price per linear foot for each size and kind of "PVC C900 Pipe for
28 Water Main ____ In. Diam." shall be full pay for all work to complete the installation
29 of the water main including but not limited to trench excavating, bedding, laying
30 and jointing pipe, fittings, Pipe Joint Restraint, removing existing pipes and valves,
31 backfilling with Bank Run Gravel for trench backfill material, tracing wire,
32 detectable warning tape as shown on the trench section detail, compaction,
33 testing, flushing, disinfecting the pipeline, and cleanup. There will be no additional
34 compensation made for saw cutting, and the removal and wasting of trench
35 excavation that is unsuitable for backfill. Temporary surfacing shall be incidental to
36 the linear footage of the pipe.

37
38 Section 7-09.5 is supplemented with the following:

39
40 "Connection to Existing Main", per each.

41

SPECIAL PROVISIONS - Continued

1 The unit contract price for each of "Connection to Existing Main" shall be full pay
2 for all work to complete the connection to the existing system including but not
3 limited to exposing the existing piping, taking measurements to ensure the
4 proposed connection detail fits, excavation, bedding, laying and joining pipe,
5 fittings, Pipe Joint Restraints, backfilling with Bank Run Gravel for trench backfill
6 material, compaction, testing, flushing, disinfecting the pipeline, and cleanup to the
7 payment limits shown on the Plans. There will be no additional compensation
8 made for saw cutting, and the removal and wasting of trench excavation that is
9 unsuitable for backfill.

10 **7-12 VALVES FOR WATER MAINS**

11 **7-12.2 Materials**

12
13 Section 7-12.2 is supplemented with the following:

14
15 (*****)

16 Gate Valve	9-30.3(1)
17 Air Release and Combination Air Release / Air	
18 Vacuum Valves	9-30.3 (7)

19

20 System valves 2 inches to 12 inches shall be gate valves and shall be resilient
21 wedge non-rising stem (NRS) with two internal O-ring stem seals. Gate valves
22 shall be Mueller, M & H, or approved equal. Gate valves smaller than 2 inches shall
23 be all U.S. Brass only and shall be manufactured by M & H, Mueller, or equal.

24
25 All valves shall have a standard APWA cast iron water valve box set to grade with
26 two-piece, extension type cast iron riser from valve. Valve box shall have a lug type
27 cover, 8-inch top and 24-inch bottom. Valve box lids shall have the work "WATER"
28 cast in the upper surface.

29
30 If valves are not set in paved area, a 4-inch thick, 3-foot square concrete pad shall
31 be set around each valve box at finished grade. In areas where valve box falls in
32 road shoulder, the ditch and shoulder shall be graded before placing asphalt or
33 concrete pad. The valve and valve box shall be set plumb with the valve box
34 centered on the operator nut. Valve boxes shall be set flush in pavement or road
35 shoulder.

36
37 Operating Valve Nut Extension: A valve stem extension shall be installed whenever
38 the valve operating nut is more than 48 inches below finished grade. Extensions
39 are to be a minimum of 12 inches with only one extension per valve. The operator
40 nut extension shall extend into the top section of the valve box and shall clear the
41 bottom of the lid by a minimum of 10 inches.

42

SPECIAL PROVISIONS - Continued

1 **7-12.3 Construction Requirements**

2
3 Section 7-12.3 is supplemented with the following:

4
5 (*****)

6 Valves shall be restrained in accordance with Section 7-09.2 and if indicated shall
7 be anchored and blocked as shown on the Plans in compliance with the WSDOT
8 Standard drawing entitled "Standard Blocking Plan B-90.40.00". Minimum 5/8-
9 inch-diameter reinforcing steel shall be used for anchoring yokes. The yokes shall
10 be pre-formed providing a snug fit around the valve. The concrete blocking shall
11 be isolated from the fitting with plastic sheeting or equal.

12
13 Valve chambers (vaults) shall be constructed as shown on the Plans.

14 **7-12.4 Measurement**

15 Section 7-12.4 is supplemented with the following:

16 (*****)

17 "Comb. Air Release / Air Vacuum Valve Assembly 2 In. (Water)", will be measured
18 per each.

19 "___ In. Blowoff Assembly," will be measured per each.

20 **7-12.5 Payment**

21 Section 7-12.5 is supplemented with the following:

22 (*****)

23 "Comb. Air Release / Air Vacuum Valve Assembly 2 In. (Water)", per each.

24 "___ In. Blowoff Assembly," per each.

25 The payment for the various items specified above shall be full pay to furnishing a
26 complete and operating system including all labor, materials, tools, and equipment
27 necessary to complete each unit according to the Plans and Specifications,
28 including furnishing and placing the valve and vault complete and as specified on
29 the Plans. The assembly shall include furnishing and placing all accessories such
30 as vault, hatches, cast iron rings, steps, connections to existing piping, gate valves,
31 piping, valve assembly, vent, drain, and appurtenances.

SPECIAL PROVISIONS - Continued

1 **7-14 HYDRANTS**

2 **7-14.2 Materials**

3

4 Section 7-14.2 is supplemented with the following:

5

6 (*****)

7 The lead from the service main to the fire hydrant shall be ductile iron cement
8 mortar lined Class 53 no less than 6 inches in diameter. MJ joint shall be restrained
9 with wedge action retainer glands, Romac RFCA or approved equal.

10

11 Fire Hydrants, shall have two, 2-1/2-inch outlets and one 4-1/2-inch pumper port
12 outlet. All outlet ports shall be National Standard thread. The valve opening shall
13 be no less than 5-1/4-inch-diameter with a 5-inch "Storz" coupling and blind flange
14 cap installed on the steamer port. The hydrant shall have a positive and automatic
15 barrel drain and shall be of the "traffic safety" or break-away style; i.e., when
16 accidentally broken off, water will not flow.

17

18 All hydrants shall be center-stem compression design, valve shall open against
19 pressure.

20

21 All materials for the new fire hydrant assemblies shall conform to the details as
22 shown on the Plans.

23 **7-14.4 Measurement**

24

25 Section 7-14.4 is supplemented with the following:

26

27 (*****)

28 "Hydrant Assembly", shall be measured per each.

29

30 "Remove Hydrant Assembly", shall be measured per each.

31

32 No separate measurement for payment will be made for the Class 53 ductile iron
33 pipe for water main 6 in. diam., hydrant auxiliary valve and associated thrust
34 blocking and joint restraint. No measurement will be made for excavation, bedding,
35 or backfill.

36 **7-14.5 Payment**

37

38 Section 7-14.5 is supplemented with the following:

39

40 (*****)

41 "Hydrant Assembly", per each.

42

SPECIAL PROVISIONS - Continued

1 The unit contract price per each for “Hydrant Assembly” shall be full pay for all work
2 to furnish and install fire hydrant assemblies, including all costs for excavation,
3 backfill, Class 53 ductile iron pipe for water main 6 in. diam., auxiliary gate valve,
4 Storz coupling, concrete blocks, gravel, painting, testing, and disinfection required
5 for the complete installation of the hydrant assembly as specified on the Plans.
6

7 “Remove Hydrant Assembly”, per each.
8

9 The unit price for “Remove Hydrant Assembly” shall be full pay for all equipment,
10 labor, and materials to remove and haul the valve and hydrant to a Contractor-
11 obtained legal disposal site including but not limited to excavation, disconnecting
12 the valve assembly from the existing water main, trench backfill, and surface
13 restoration, complete.

14 **7-15 SERVICE CONNECTIONS**

15 **7-15.2 Materials**

16 Section 7-15.2 is supplemented with the following:
17
18

19 (*****)

20 Water service meter assembly materials as specified on the Plans.

21 **7-15.3 Construction Requirements**

22 Section 7-15.3 is supplemented with the following:
23
24

25 (*****)

26 Service tapping and installation location will be designated as shown on the Plans
27 or per Tribes’ personnel in the field by stake marking at the time of water main
28 construction.

29 **7-15.5 Payment**

30 Section 7-15.5 is supplemented with the following:
31
32

33 (*****)

34 “Service Connection ____ In. Diam. ____”, per each.
35

36 The unit contract price per each for “Service Connection ____ In. Diam. ____” shall
37 be full pay for all work to complete the install, the service connection including but
38 not limited to trench excavating, tapping the main, corporation stop, laying the
39 service line along with any fittings or appurtenances, pressure reducing valve,
40 meter box, backfilling, tracing wire, compaction, in-kind surface restoration, testing,
41 flushing, disinfecting the service, and cleanup. There will be no additional

SPECIAL PROVISIONS - Continued

1 compensation made for removal and wasting of trench excavation that is
2 unsuitable for backfill. Existing meter removals are considered incidental to this bid
3 item.

4
5 “New Water Meter and PRV”, per each.
6

7 The unit contract price per each for “New Water Meter and PRV” shall be full pay
8 for all work to complete the removal of existing water meter and installation of “New
9 Water Meter and PRV” as shown on the Plans and per Tribes’ personnel in the
10 field. The service connection including but not limited to trench excavating, laying
11 the service line along with any fittings or appurtenances and up to 5 feet of laying
12 length on public or private property, pressure reducing valve, meter box, backfilling,
13 tracing wire, compaction, in-kind surface restoration, testing, flushing, disinfecting
14 the service, and cleanup. There will be no additional compensation made for
15 removal and wasting of trench excavation that is unsuitable for backfill. In addition
16 to the 5 feet laying length, the cost for restoring service connection shall be covered
17 under the bid item “Service Line Restoration”. Existing water meter removals are
18 considered incidental to this bid item.

19
20 “Service Line Restoration”, per linear foot.
21

22 Payment for “Service Line Restoration” per linear foot shall be full payment for all
23 the work, materials, and labor to replace water service as shown on the Plans or
24 directed by the Tribes’ personnel in the field, including but not limited to,
25 excavating, trench backfill, pipe bedding, compaction, laying the pipe, connecting
26 to existing meter box, and appurtenances required to make connections and shall
27 be full payment for water service pipe installed within the right-of-way or on private
28 property in accordance with plans and details on the Drawings, including:
29 identifying location and routing of existing service line on private property to served
30 buildings; temporary measures required to maintain service; saw cutting existing
31 pavement; maintaining flow in existing water services; abandonment of existing
32 water service pipe; testing; and associated surface restoration not paid under other
33 items.

34
35 Water service replacement on private property shall be coordinated with each
36 individual property owner.

37 **END OF DIVISION 7**

1 **DIVISION 8**

2 **MISCELLANEOUS CONSTRUCTION**

3 **8-01 EROSION CONTROL AND WATER POLLUTION CONTROL**

4
5 **8-01.1 Description**

6
7 Section 8-01.1 is supplemented with the following:

8
9 (*****)

10 This work also consists of preparing the Erosion Control Plan, inspecting water
11 pollution and erosion control items, preparation of the Stormwater Pollution
12 Prevention Plan (SWPPP), transfer of the EPA Construction Stormwater General
13 Permit from the Contracting Agency to the Contractor, documenting, and testing
14 stormwater discharge.

15
16 **8-01.3 Construction Requirements**

17
18 **8-01.3(1) General**

19
20 Section 8-01.3(1) is supplemented with the following:

21
22 (*****)

23 The Contractor shall bear sole responsibility for damage to completed portions of
24 the project and to property located off the project caused by erosion, siltation,
25 runoff, or other related items during the construction of the project. The Contractor
26 shall also bear sole responsibility for any pollution of rivers, streams, groundwater,
27 or other water that may occur as a result of construction operations.

28
29 Any area not covered with established, stable vegetation where no further work is
30 anticipated for a period of 15 days shall be immediately stabilized with the
31 approved erosion and sedimentation control methods (e.g., seeding and mulching,
32 straw, plastic sheet). Where seeding for temporary erosion control is required, fast
33 germinating grasses shall be applied at an appropriate rate (e.g., perennial rye
34 applied at approximately 80 pounds per acre).

35
36 At no time shall more than 1 foot of sediment be allowed to accumulate within a
37 catch basin. All catch basins and conveyance lines shall be cleaned at a time
38 designated by the Project Construction Inspector. The cleaning operation shall not
39 flush sediment-laden water into the downstream system. The cleaning shall be
40 conducted using an approved vacuum truck capable of jet rodding the lines. The
41 collection and disposal of the sediment shall be the responsibility of the Contractor
42 at no cost to the Tribes.

SPECIAL PROVISIONS - Continued

1 Erosion control materials shall be installed prior to the start of any other work on
2 the Project.

3
4 Following completion of the project, the Contractor shall remove all erosion-control
5 materials and dispose of them off-site. Any areas disturbed by the installation
6 and/or removal of temporary erosion control materials shall be restored by the
7 Contractor as directed by the Engineer at no cost to the Tribes.

8
9 The Contractor shall meet all EPA Construction Stormwater General Permit
10 requirements including, but not limited to inspecting, documentation, testing, and
11 notifications. Prior to any work the Contractor shall sign and submit the EPA
12 "Transfer of Coverage" form which transfers responsibility of the site from the
13 Contracting Agency to the Contractor for stormwater runoff.

14
15 The Contractor shall prepare and submit a Stormwater Pollution Prevention Plan,
16 in conformance with EPA requirements, to the Contracting Agency before any
17 Work begins.

18
19 **8-01.3(1)A Submittals**

20
21 Section 8-01.3(1)A is supplemented with the following:

22
23 (*****)

24 The Contractor shall be required to prepare, maintain, and update the erosion
25 control plan, as may be required during the course of the Project. The erosion
26 control plan and details included are provided solely for the establishment of basic
27 erosion control measures and are not intended to be a complete plan.

28
29 Add the following new subsection:

30
31 (*****)

32 **8-01.3(1)F SWPPP Preparation and General Permit**
33 **Compliance**

New Section

34
35 The Contractor shall prepare a Storm Water Pollution Prevention Plan, (SWPPP),
36 to address the Contractors specific means and methods of completing the work
37 and to comply with the Construction Stormwater Permit (General Permit). The
38 resulting document is the Storm Water Pollution Prevention Plan (SWPPP).

39
40 The Contractor shall prepare and submit the SWPPP for the Tribes approval.
41 Approval of the SWPPP document and receipt of Grading Permit is required prior
42 to the beginning of any ground disturbing activities. Failure to approve all or part
43 of any such plan shall not make the Contracting Agency liable to the Contractor for
44 any work delays.

SPECIAL PROVISIONS - Continued

1 The Contractor shall use, implement, modify, and document the approved SWPPP
2 in compliance with the General Permit. This work shall include, but is not limited to
3 the following:

4
5 Preparing, revising, maintaining the SWPPP in compliance with the General
6 Permit;

7
8 Designing and planning, sediment control/erosion control measures, (BMPs),
9 needed to meet General Permit requirements;

10
11 Planning, performing, and reporting of storm water monitoring.

12
13 Preparing and maintaining documentation required by the General Permit.

14
15 During construction, the Contractor shall modify the SWPPP to address specific
16 site conditions. The SWPPP and Contractor's revisions shall consist of the
17 Contractor's complete strategy to meet the requirements of the General Permit.
18 The Contractor shall include and modify as necessary the erosion control measures
19 provided in the Contract Plans. The Contractor shall review and modify the SWPPP
20 as necessary to be consistent with the actual work schedule, sequencing, and
21 construction methods that will be used on the project. The SWPPP and revisions
22 shall meet the requirements of the General Permit.
23

24 The SWPPP, including any Contractor revisions, shall document all the erosion
25 and sediment control Best Management Practices (BMPs) proposed, whether
26 permanent or temporary. The plan shall document installation procedures,
27 materials, scheduling, and maintenance procedures for each erosion and
28 sediment control BMP.
29

SWPPP Contents

30
31
32 The SWPPP shall include narrative(s) and site plan(s) that address the following
33 as applicable to the Work:

34
35 Clearing Limits, Establishment of Construction Access, Flow Rate Controls,
36 Sediment Controls, Soil Stabilization, Slope Protection, Drain Inlet Protection,
37 Channels and Outlets Stabilization, Pollutant Controls, De-watering Control,
38 and Maintenance of Best Management Practices.
39

Stormwater Monitoring Requirements

40
41
42 The Contractor shall conduct monitoring of discharges of stormwater runoff for
43 comparisons to benchmark values for turbidity and pH as described in the General
44 Permit. The Contractor shall provide weekly stormwater monitoring of the project
45 stormwater discharge locations for turbidity and pH as required in the General
46 Permit. The Contractor shall establish specific project sampling locations for
47 sampling and monitoring to determine background, and downstream water quality

SPECIAL PROVISIONS - Continued

1 conditions and provide these locations on a map to be included in the SWPPP for
2 approval.

3
4 The Contractor shall establish procedures that adapt to unanticipated events such
5 as severe storms, schedule adjustments, modified construction techniques, etc. to
6 be included in the SWPPP. Contractor shall submit any modifications to the
7 procedures to the Engineer for approval.

8
9 Following any exceedances of General Permit requirements including turbidity
10 and/or pH benchmarks, the Contractor shall provide the following at no additional
11 cost to the Contracting agency:

- 12
- 13 1. The necessary SWPPP revisions and on-site measures/revisions including
- 14 additional source control, BMP maintenance, and/or additional stormwater
- 15 treatment BMPs that are necessary to prevent continued exceedance of
- 16 turbidly and/or pH benchmarks.
- 17 2. The regulatory notification to the Environmental Protection Agency and to the
- 18 Engineer of any monitoring results requiring regulatory notification.
- 19 3. The additional daily sampling and reporting measures described in the General
- 20 Permit to verify when project site runoff is in compliance.
- 21

22 At no cost to the Tribes, the Contractor shall be responsible for paying any fines
23 levied against the Tribes for any failure by the Contractor to comply with the permit
24 requirements as listed in these specifications.

25
26 **8-01.3(9) Sediment Control Barriers**

27
28 **8-01.3(9)D Inlet Protection**

29
30 Section 8-01.3(9)D is supplemented with the following:

31
32 (*****)
33 All catch basins grates within the project limits and adjacent areas shall have inlet
34 protection installed to prevent sedimentation from entering the storm system. The
35 inlet protection shall be routinely cleaned of sediment to prevent plugging. This
36 sediment shall be regularly removed, loaded, and hauled to waste whenever it
37 presents a potential surface accumulation problem or concern to the Tribes. Any
38 damage caused by the Contractor’s failure to keep the erosion materials
39 maintained shall be borne by the Contractor alone.

40
41 Add the following new section:

42
43 (*****)
44 **8-01.3(17) Trench Dewatering** **New Section**

45
46 All “Normal Trench Dewatering” work associated with maintaining an excavation
47 or trench suitable for construction will be included in the unit price of the utility
48 being installed. “Normal Trench Dewatering” is defined as dewatering methods

SPECIAL PROVISIONS - Continued

1 occurring in or directly adjacent to the trench, including trash pumps, sump pumps,
2 or other methods in the excavated areas.

Discharge Location

4 The Contractor shall dispose of all surface water runoff and water removed by
5 “Normal Trench Dewatering” in an environmentally sound manner that will not
6 endanger health, property, or any portion of the work under construction. The
7 discharge locations(s) shall be identified in the Contractor’s dewatering submittal
8 for the Engineer’s review as specified herein. Disposal of water shall be performed
9 in such a manner as will cause no inconvenience whatsoever to the Owner,
10 Engineer, adjacent property owners, or to others engaged in work about the site.

12 The Contractor shall use sediment control methods, as required, at discharge
13 points near property lines to prevent silt and sediment from migrating off-site.
14 Sediment control methods can include, but are not limited to, baker tank, siltation
15 ponds, filter fences, screens, and other methods as required.

8-01.4 Measurement

17 Section 8-01.4 is replaced with the following:

18 (*****)

19 No specific unit of measurement shall apply to the lump sum item “Erosion Control
20 and Water Pollution Prevention”.

21 No separate measurement for payment will be made for “Normal Trench
22 Dewatering” used in conjunction with this project, but instead, all costs shall be
23 included in the per linear foot price of the utility being installed.

8-01.4(4) Items not included with Lump Sum Erosion Control and Water Pollution Prevention

24 (*****)

25 Section 8-01.4(4) is deleted in its entirety.

8-01.5 Payment

26 Section 8-01.5 is replaced with the following:

27 (*****)

28 “Erosion Control and Water Pollution Prevention”, lump sum.

29 The lump sum bid price for “Erosion Control and Water Pollution Prevention” shall
30 constitute full pay for all labor, materials, tools, and equipment, and incidentals

SPECIAL PROVISIONS - Continued

1 necessary for the installation, maintenance, and removal of erosion and sediment
2 control facilities including, but not limited to, the following:

- 3
- 4 1. Erosion and sedimentation control installation and maintenance and
5 replacement as required until project completion and approval.
 - 6 2. Maintenance of catch basins, storm drains, ditches, and other drainage
7 courses, including immediate removal and disposal of accumulated
8 sedimentation.
 - 9 3. Removal of erosion and sediment control best management practices upon
10 completion of the project.
 - 11 4. Installation of jute mat, plastic and any additional work deemed necessary
12 by the Engineer to control erosion and water pollution.
- 13

14 High visibility silt fence and inlet protection are incidental to the Erosion Control
15 and Water Pollution Prevention bid item.

16

17 The lump sum bid price for "Erosion Control and Water Pollution Prevention" shall
18 also include:

19

20 Preparation of a SWPPP, revisions to the SWPPP, and all best management
21 practices to implement requirements of the SWPPP and the Construction
22 Stormwater General Permit.

23 **8-02 ROADSIDE RESTORATION**

24 **8-02.1 Description**

25

26 Section 8-02.1 is supplemented with the following:

27

28 (*****)

29 This Work consists of in-kind restoration of all disturbed areas between the edge
30 of pavement or curb, and the limits of construction. This Work consists of replacing
31 all landscaping on private property, including but not limited to, bushes, shrubs,
32 topsoil, bark, concrete masonry block unit retaining walls, fencing, and all other
33 restoration activity necessary to restore the property to equal or better condition.

SPECIAL PROVISIONS - Continued

1 **8-02.2 Materials**

2 **Topsoil**

3 4 **Topsoil Type A**

5 Section 9-14.2(1) is supplemented with the following:

6
7 (February 25, 2021 WSDOT GSP, Option 1)

8 Topsoil Type A shall meet the following requirements:

- 9
- 10 1. Cation exchange capacity (CEC) of Topsoil Type A shall be a minimum of
11 5 milliequivalents CEC/100 g dry soil (U.S. EPA 6 Method 9081).
12
 - 13 2. Organic content greater than 8-percent but less than 15-percent as
14 measured on a dry weight basis using AASHTO T 267 Determination of
15 Organic Content in Soils by Loss on Ignition.
16

17 Topsoil Type A shall be 60 -percent to 70 -percent *** sandy *** Loam and
18 40-percent to 30-percent *** fine *** Compost by volume. *** Sandy *** Loam shall
19 be as defined by the US Department of Agriculture Soil Classification System.
20

21 The Contractor shall submit a Particle Size Analysis as a Type 1 Working Drawing
22 from an independent accredited soils testing laboratory indicating the Material
23 source and compliance with all Topsoil Type A specifications. The laboratory
24 analysis shall be with a sample size of no less than 2 pounds.
25

26 The *** fine *** Compost shall conform to the requirements of Section 9-14.4(8).
27

28 **8-02.3 Construction Requirements**

29 30 **8-02.3(4) Topsoil**

31
32 Section 8-02.3(4) is supplemented with the following:

33
34 (*****)

35 The costs of removing all excess material and debris shall be included with the
36 Project and as such merged in the various items bid.
37

38 Cultivate 4 inches of imported topsoil, Type A into the existing subgrades to a
39 minimum transition depth of 6 inches in areas to be seeded with topsoil, in sod
40 areas, in planting strip areas and in fill slopes to be planted, as shown on the Plans.
41

SPECIAL PROVISIONS - Continued

1 **8-02.3(5) Roadside Seeding, Lawn and Planting Area Preparation**

2
3 **8-02.3(5)A Seeding Area Preparation**

4
5 Section 8-02.3(5)A is supplemented with the following:

6
7 (*****)

8 Finished grades of seeding areas shall allow for soil preparation and mulch.
9 Finished grades shall be as follows:

10
11 Seeding Areas: 1 inch below all walks, curbs, and/or hard-surface edges.

12
13 Perform all excavation and backfill necessary to provide finish grade of landscape
14 areas as indicated and specified. Remove from site excess and unsuitable
15 material. Landscape areas shall be graded to lines, grades, and cross sections
16 indicated. Grades shall meet the following:

- 17
18 1. Maximum 2:1 slope, unless otherwise indicated.
19
20 2. Smooth and round off surfaces at abrupt grade changes.
21
22 3. Feather grades to meet existing gradually. Rake planting areas smooth and
23 remove surface rocks over 2-inches diameter.
24
25 4. Provide minimum 2 percent crown or slope in all landscape areas. The
26 Contractor is responsible for any adverse drainage conditions that may
27 affect plant growth, unless he contacts the Project Engineer immediately
28 indicating any possible problem.

29
30 Finish grades shall be inspected and accepted by the Tribes prior to commencing
31 planting or seeding work.

32
33 The costs of removing all excess material and debris shall be included with the
34 Project and as such merged in the various items bid.

35
36 **Final Acceptance**

37
38 Final acceptance by the Tribes for soil preparation will be contingent on the
39 approval of all inspections, and that the soil preparation is consistent with these
40 specifications and with the Plans.

SPECIAL PROVISIONS - Continued

8-02.3(9) Seeding, Fertilizing, and Mulching

8-02.3(9)B Seeding and Fertilizing

Section 8-02.3(9)B is supplemented with the following:

(September 3, 2019 WSDOT GSP, Option 1)

Seed of the following mix, rate, and analysis shall be applied at the rates shown below on all areas requiring seeding within the project:

Seed by Common Name (Botanical Name) and "Source Identification"	Pounds Pure Live Seed (PLS) Per Acre
***Creeping Red Fescue	80
Perennial Ryegrass	80
Highland Colonial Bentgrass	20
White Dutch Clover	<u>20</u>
Total	200***

Source Identified seed shall be generation four or less. Non-Source Identified seed shall meet or exceed Washington State Department of Agriculture Certified Seed Standards and be from within the appropriate genetic zones of the *** Puget Lowland *** Ecoregion(s) as defined by the US Environmental Protection Agency (EPA).

The seed certification class shall be Certified (blue tag) in accordance with WAC 16-302 and meet the following requirements:

Prohibited Weed	0% max.
Noxious Weed	0% max.
Other Weed	0.20% max.
Other Crop	0.40% max.

The Contractor shall document all Source Identified seed by providing the Association of Official Seed Certifying Agents (AOSCA) yellow seed label for each species in the mix. Site Identification Logs can be supplied for collections where the AOSCA yellow label is not available.

8-02.4 Measurement

Section 8-02.4 is supplemented with the following:

(*****)

When the Bid Proposal contains the item "Roadside Restoration" there will be no measurement of unit items for Work defined in Section 8-02.

SPECIAL PROVISIONS - Continued

1 No specific unit of measurement will apply to the lump sum item of “Roadside
2 Restoration”.

3

4 **8-02.5 Payment**

5

6 Section 8-02.5 is supplemented with the following:

7

8 (*****)

9 “Roadside Restoration”, lump sum.

10

11 The lump sum Contract payment shall be full compensation for all costs incurred
12 by the Contractor in performing the Contract Work defined in Section 8-02.

13

14 **8-22 PAVEMENT MARKING**

15 **8-22.4 Measurement**

16

17 Section 8-22.4 is supplemented with the following:

18

19 (*****)

20 No specific unit of measurement will apply to the lump sum item of “Pavement
21 Marking Restoration”.

22

23 No separate measurement will be made for removal of individual pavement
24 markings, raised pavement markers, or channelization. Pavement marking
25 removals are considered incidental to the “Pavement Marking Restoration” bid
26 item.

27 **8-22.5 Payment**

28

29 Section 8-22.5 is supplemented with the following:

30

31 (*****)

32 “Pavement Marking Restoration”, per Lump Sum.

33

34 The lump sum bid price in the Proposal will be full compensation for installation of
35 “Pavement Marking Restoration”, including but not limited to preparing the surface,
36 furnishing and installing the plastic pavement markings and temporary painted
37 pavement markings regardless of duration.

38

END OF DIVISION 8

1 **DIVISION 9**
2 **MATERIALS**

3 **9-30 WATER DISTRIBUTION MATERIALS**

4 **9-30.2 Fittings**

5 **9-30.2(6) Restrained Joints**

6 Section 9-30.2(6) is replaced with the following:

7

8 (*****)

9 When noted on the plans or required to fully restrain the pipe, the Contractor shall
10 use Romac ROMAGRIP (or approved equal) for all mechanical joint fittings. For
11 push-on pipe joints, the Contractor shall use Field Lok gaskets. All flange coupling
12 adaptors (FCAs) shall be fully restrained using Romac RFCA (or approved equal).
13 EBAA IRON fittings are not allowed to be used on this project.

14 **9-30.3 Valves**

15 Add the following new section:

16

17 (*****)

18 **9-30.3(10) Air Release and Combination Air Release/Air**
19 **Vacuum Valves**

New Section

20

21 Water air release valve shall be a 2-inch NPT thread APCO Model #200 or equal.

22 **END OF DIVISION 9**

Appendix A

Geotechnical Reports

**DRAFT GEOTECHNICAL REPORT
PROPOSED WATER MAIN REPLACEMENT
Hermosa Beach Road and
Fryberg Estates
Tulalip, Washington**

PROJECT NO. 23-329.400
April 2024

Prepared for:

Parametrix



*Geotechnical & Earthquake
Engineering Consultants*

April 29, 2024
PanGEO Project No. 23-329.400

Mr. Jack Wright, P.E.

Parametrix

1019 39th Avenue Southeast, Suite 100
Puyallup, Washington 98374

**Subject: Geotechnical Report - Draft
Hermosa Beach and Fryberg Estates Water Main Replacement
Tulalip, Washington**

Dear Mr. Wright:

PanGEO Inc. is pleased to present this draft report to assist the project team with the design and construction of the Hermosa Beach Water Main in Tulalip, Washington. In preparing this draft report, we performed a reconnaissance of the site, drilled 11 borings, conducted laboratory testing on representative soil samples, and conducted our engineering analyses.


This report is being provided in draft form for the preliminary use of the client. We will address review comments in our final report.

At our boring locations, we generally encountered a layer of loose to dense silty sand fill and disturbed soils to a depth of two to seven feet below grade overlying alluvium and glacially consolidated sand and silty sand to the maximum exploration depth of 21 feet below grade. Groundwater was encountered at one boring location at about 15 feet below grade.

In our opinion, the proposed water main installation can be constructed as planned using cut and cover methods. The site soils are anticipated to be suitable to provide adequate support for the waterline and, with the proposed pipe invert ranging from about 3 to 5 feet deep, we do not anticipate the need for construction dewatering.

Should you have any questions, please do not hesitate to call.

Sincerely,

A handwritten signature in black ink, appearing to read "Siew L. Tan", enclosed in a thin black rectangular border.

Siew L. Tan, P.E.
Principal Geotechnical Engineer
STan@pangeoinc.com

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Figure 1	Vicinity Map
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Appendix A

Summary Boring Logs

Figure A-1	Terms of Symbols for Boring and Test Pit Logs
Figure A-2	Boring Log PG-1
Figure A-3	Boring Log PG-2
Figure A-4	Boring Log PG-3
Figure A-5	Boring Log PG-4
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Figure A-10	Boring Log PG-9
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Figure A-12	Boring Log PG-11

Appendix B

Laboratory Test Results

Figure B-1	Grain Size Distribution
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**GEOTECHNICAL REPORT – DRAFT
HERMOSA BEACH AND FRYBERG ESTATES
WATER MAIN REPLACEMENT
TULALIP, WASHINGTON**

1.0 GENERAL

PanGEO, Inc. has completed this draft geotechnical report to support the design and construction of the Hermosa Beach and Fryberg Estates Water Main replacement in Tulalip, Washington. The objective of our study was to evaluate the subsurface conditions along the proposed water main alignment, and based on the conditions encountered, provide geotechnical engineering recommendations for the project.

Our services included a site reconnaissance, drilling 11 borings, conducting laboratory tests on representative soil samples, and developing the conclusions and recommendations presented in this draft report. This report is being provided in draft form for the preliminary use of the client. We will address review comments in our final report.

2.0 SITE AND PROJECT DESCRIPTION

We understand the Tulalip Tribe plans to construct a series of water main improvements in the Fryberg Estates area. The approximate locations of the planned improvements are shown in Figure 1, Vicinity Map.

The study area topography slopes down from the northeast to the west and south, ranging in elevation from 60 to 70 feet (NAVD88). The alignment is located along asphalt paved roads in a residential neighborhood. The approximate extent of the planned improvements is shown in Figure 2, Site and Exploration Plan. Plates 1 through 3, on the next two pages show the surface conditions at the time of our field exploration.

The improvements will consist of replacing the existing undersized asbestos cement (AC) and galvanized steel water mains in the Hermosa Beach and Fryberg Estates areas with a about 12,450 linear feet of new 6-inch diameter PVC water main. The water main invert will be at about 3 to 5 feet below grade. It is planned to install the water main using conventional cut and cover trenching methods.



Plate 1: Location of boring PG-7 near in the intersection of 79th Street Northwest and 47th Avenue Northwest.

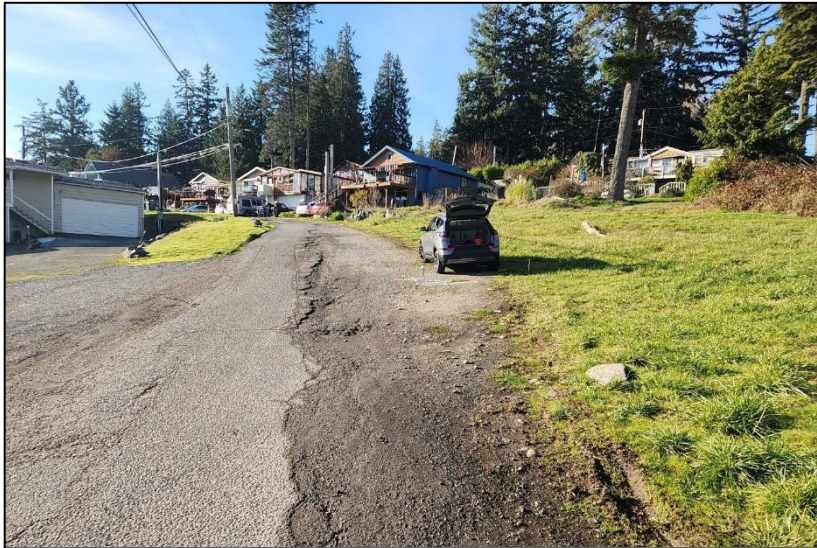


Plate 2: Location of boring PG-8 along Hermosa Beach Road.



Plate 3: Location of boring PG-11 in 47th Avenue West.

The conclusions and recommendations in this draft report are based on our understanding of the proposed improvements, which is in turn based on the project information provided. If the above project description is incorrect, or the project information changes, we should be consulted to review the recommendations contained in this study and make modifications, if needed. In any case PanGEO should be retained to provide a review of the final design to confirm that our geotechnical recommendations have been correctly interpreted and adequately implemented in the construction documents.

3.0 SUBSURFACE EXPLORATIONS

3.1 TEST BORINGS

We drilled 11 borings identified as PG-1 through PG-11 along the alignment of the proposed water main replacement between December 6, 2023 and December 8, 2023. The approximate test boring locations are shown in Figure 2.

The test borings were drilled using hollow stem augers and extended to depths of 10 to 21 feet below grade. Soil samples were obtained from the borings at 2½- and 5-foot depth intervals using Standard Penetration Test (SPT) sampling methods in general accordance with ASTM D-1586, *Standard Test Method for Penetration Test and Split Barrel Sampling of Soils*, in which the samples are obtained using a 2-inch outside diameter split-spoon sampler. The sampler was driven into the soil using a rope and cathead system a distance of 18 inches using a 140-pound hammer weight falling a distance of 30

inches. The number of blows required for each 6-inch increment of sampler penetration was then recorded. The number of blows required to achieve the last 12 inches of sampler penetration is defined as the SPT N-value. The N-value provides an empirical measure of the relative density of cohesionless soil, or the relative consistency of fine-grained soils.

A geologist from PanGEO was present during the field exploration to observe the drilling, assist in sampling, and describe and document the soil samples obtained from the borings. The soils were logged in general accordance with the system summarized on Figure A-1, Terms and Symbols for Boring and Test Pit Logs. Summary boring logs are included as Figures A-2 through A-12 in Appendix A.

3.2 LABORATORY TESTING

Laboratory tests were conducted on representative soil samples collected from our borings to verify or modify the field soil classification and to evaluate the general physical properties and engineering characteristics of the soil encountered. Visual field classifications were supplemented by grain size analyses on representative soil samples.

Particle size distribution and moisture content testing were performed on four soil samples, in accordance with ASTM D-422 *Standard Test Method for Particle-Size Analysis of Soils* and ASTM D-2216 *Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil and Rock by Mass*. The results of the grain size determinations for the samples were used in classification of the soils and are presented in Appendix B. Moisture content test results are indicated on the boring logs.

4.0 SUBSURFACE CONDITIONS

4.1 SITE GEOLOGY

Based on review of the *Distribution and Description of the Geologic Units in the Tulalip Quadrangle, Washington* (Minard, 1980), the geologic units in the vicinity of the site consist of Vashon Recessional Outwash (Geologic Map Unit Qvr), Vashon Till (Qvt), and Advance Outwash (Qva). The principal characteristics of these soil units are described below:

Vashon Recessional Outwash (Qvr): Consists of sand gravel and cobbles deposited by meltwater streams from the receding continental glacier at the end of the Vashon Stade of the Fraser glaciation. This soil ranges from loose to medium dense.

Vashon Till (Qvt): Consists of clay, silt, sand and gravel deposited directly by the Vashon glacier. This deposit has been glacially overridden by several thousand feet of glacial ice and is typically dense to very dense.

Advance Outwash (Qva): This deposit consists of sand and gravel deposited by meltwater streams emerging from the advancing Vashon glacier. This deposit has been glacially overridden and is typically dense to very dense.

4.2 SOIL CONDITIONS

For a detailed description of the subsurface conditions encountered at our boring locations, please refer to our boring logs provided in Appendix A. The stratigraphic contacts indicated on the logs represent the approximate depth to boundaries between soil units. Actual transitions between soil units may be more gradual or occur at different elevations. Where soil contacts were gradual or undulating, the average depth of the contact was recorded on the log. The descriptions of groundwater conditions and depths are likewise approximate.

The following is a generalized description of the subsurface conditions encountered in our borings:

Topsoil: At the locations of Borings PG-1, PG-2, PG-6, PG-7, PG-10, and PG-11 we encountered 6 to 12 inches of dark brown silty sand with gravel and organics which we classified as topsoil.

Fill/Disturbed Soils: Fill and disturbed soils were observed below the topsoil and directly below grade where topsoil was not encountered. The fill generally consisted of silty sand with gravel and was characterized by a reworked texture and the occasional inclusion of angular gravel, asphalt rubble and organic debris. The fill extended to a depth of about 2 to 7 feet below grade and was typically loose to medium dense with localized areas that were dense.

Alluvium (Qal): Below the fill at the locations of Borings PG-3 and PG-10, we encountered very stiff to hard sandy clayey silt with a trace amount of organics, which we classified as alluvium. The alluvium extended to a depth of about 6 feet below grade in Boring PG-3 to about 13 feet below grade in Boring PG-10.

Vashon Till (Qvt): Below the fill at Borings PG-1, PG-2, PG-4, PG-5, PG-6, PG-9, and PG-11 and below the alluvium at Borings PG-3 and PG-10, we encountered an unsorted deposit of dense to very dense silty sand with gravel. We classified this material as Vashon till. Borings PG-1 through PG-7 and borings PG-10 and PG-11 were terminated in Vashon till at 10 to 16½ feet below grade.

Advance Outwash (Qva): Below the fill at borings PG-7, PG-8 and below the Vashon till at Boring PG-9, we encountered medium dense to very dense poorly graded sand with silt and varying amounts of gravel. We classified this soil as advance outwash, which stratigraphically underlies the Vashon till. Borings PG-7, PG-8 and PG-9 were terminated in this deposit at about 21 feet below grade.

Our subsurface descriptions are based on the conditions encountered at the time of our exploration. Soil conditions between our exploration locations may vary from those encountered. The nature and extent of variations between our exploratory locations may not become evident until construction. If variations do appear, PanGEO should be requested to reevaluate the recommendations in this report and to modify or verify them in writing prior to proceeding with earthwork and construction.

4.3 GROUNDWATER

Groundwater was observed in Boring PG-8, which was drilled near the intersection of 76th Street Northwest and 46th Avenue Northwest, at about 15 feet below grade in the Advance outwash deposit. Groundwater was not encountered in our other boring locations. With the planned water main installation at three to five feet below grade, we do not anticipate that groundwater seepage will result in significant construction related issues.

However, the designers and contractor should be aware there will be fluctuations in groundwater conditions depending on the season, amount of rainfall, surface water runoff, and other factors. The Vashon till underlying the site can develop a perched groundwater condition during the wet season, where groundwater infiltrating through the more permeable weathered soil horizon becomes perched on the underlying less

permeable soils. Generally, the water level is higher and seepage rates are greater in the wetter, winter months (typically October through May).

5.0 UNDERGROUND UTILITY RECOMMENDATIONS

5.1 TEMPORARY EXCAVATION SLOPES

The inclination of temporary excavation slopes is dependent on many variables, including the depth of the excavation, the soil type and density, the presence of groundwater seepage, construction timing, weather conditions, and surcharge loads from adjacent structures, soil stockpiles, roads and equipment. Because of the many variables involved, the inclination of temporary excavation slopes should be evaluated during construction, as the actual soil conditions are exposed.

Temporary excavations should be performed in accordance with Part N of WAC (Washington Administrative Code) 296-155. The contractor is responsible for maintaining safe excavation slopes and/or shoring. For preliminary planning purposes, the temporary excavations may be sloped as steep as 1H:1V in the existing fill and native soils. During wet weather, the cut slopes may need to be flattened to reduce potential erosion.

In areas where excessive sloughing or unstable soils conditions are encountered, a shallower temporary slope inclination or shoring may be needed.

5.2 EXCAVATION SHORING

In areas where it is not feasible to use temporary slopes for excavations and where open excavations are planned near existing utilities or structures, excavation shoring should be used. The most suitable type of shoring for this application would consist of trench boxes.

Trench boxes may be used where surcharges or sensitive structures are not located within a zone extending upward and outward from the base of the excavation at a 1H:1V slope. This will allow for minimizing the disturbance of existing structures until the trench box is in-place.

If surcharges or structures are located within the 1H:1V zone, shoring consisting of sheet piling or soldier piles with timber lagging may be required. These conditions will need to be evaluated on a case-by-case basis.

5.3 TRENCH DEWATERING

Based on the subsurface conditions encountered in our borings, we do not anticipate that groundwater will be a construction consideration. If localized areas of seepage are encountered, the bottom of the trench should be sloped to one or more shallow sump pit locations. The collected water can then be pumped from these pits to a positive and permanent discharge point. The spacing of the sumps should be determined during construction based on field observations at the time of construction.

5.4 TRENCH SUBGRADE PREPARATION

With the proposed pipe invert at 3 to 5 feet deep, we anticipate the soil condition at the pipe invert to consist of existing medium dense fill and alluvium, which is considered adequate for supporting the water mains.

The stability of the trench subgrade may be affected by precipitation, repetitive construction traffic or other factors. The trench subgrade should be observed by an engineer to identify soft or unstable areas. Soil in loose or soft areas, if recompacted and still yielding, should either be overexcavated and replaced with structural fill to a depth that will provide a stable base beneath the pipe or manhole structure, or a layer of quarry spalls can be tamped into place within the unstable areas. The optional use of a geotextile fabric placed directly on the over-excavated surface may also help to bridge unstable areas.

5.5 PIPE BEDDING

Piping should be adequately bedded for proper load distribution. Support for utilities below the spring line should consist of a granular bedding material conforming to WSDOT specification 9-03.15 Bedding Material for Rigid Pipe (WSDOT, 2024). The bedding should be worked around the pipe haunches by hand.

If the trench backfill material contains gravel larger than three inches in diameter, the bedding material should also extend at least one foot above the pipe to protect it from damage during compaction.

The backfill above the pipe and bedding material should be carefully placed and compacted to a height of about 24 inches above the crown of the pipe before heavy compaction equipment and effort is used.

5.6 THRUST BLOCKS

Where needed, thrust blocks should be sized using an allowable passive pressure calculated using an equivalent fluid unit weight of 300 pcf, assuming the thrust blocks will be constructed against compacted structural fill and a level ground surface.

5.7 STRUCTURAL FILL AND TRENCH BACKFILL

During dry weather, most soils that are compactable and non-organic can be used as trench backfill. The suitability of soils for use as trench backfill is dependent on the gradation and moisture content of the soil. During wet weather conditions, the use of on-site soils for trench backfill is likely not viable.

If the moisture content of the native soils is over optimum and the soils cannot be adequately compacted, it may be necessary to reduce the moisture content by aerating during dry weather. However, if aeration is not possible, backfill may need to be imported. During dry weather, any non-organic compactable soil with a maximum particle size of six inches can be used. Fill for use during wet weather should consist of a fairly well graded granular material having a maximum grain size of four inches and no more than 5 percent fines passing the U.S. No. 200 sieve based on the minus 3/4-inch fraction.

Alternatively, trench backfill may consist of WSDOT 9-03.14(1) Gravel Borrow (WSDOT, 2024).

Trench backfill in structural areas should be placed in 8- to 12-inch thick, loose lifts and each lift compacted to the requirements of structural fill. If density testing will be performed, the fill should be compacted to at least 95 percent maximum dry density, per ASTM D-1557 (Modified Proctor). Heavy compaction equipment should not be permitted to operate directly over utilities until a minimum of two feet of backfill has been placed.

The procedure to achieve proper density of a compacted fill depends on the size and type of compacting equipment, the number of passes, thickness of the layer being compacted, and certain soil properties. In areas where the size of the excavation restricts the use of

heavy equipment, smaller equipment can be used, but the soil must be placed in thin enough layers to achieve the required relative compaction.

Generally, loosely compacted soils are a result of poor construction technique or improper moisture content. Soils with high fines contents are particularly susceptible to becoming too wet and coarse-grained materials easily become too dry, for proper compaction. Silty or clayey soils with a moisture content too high for adequate compaction should be dried as necessary, or moisture conditioned by mixing with drier materials, or other methods.

5.8 MATERIAL REUSE

The existing fill and native soil underlying the site is moisture sensitive and will become disturbed and soft when exposed to inclement weather conditions and/or groundwater seepage. The on-site soils should not be considered suitable for reuse as structural fill or trench backfill in areas where pavements or driveways will be constructed. If the existing soils will be used in non-structural areas, the excavated soil should be stockpiled and protected from precipitation with plastic sheeting.

5.9 PERMANENT CUT AND FILL SLOPES

Based on the anticipated soil that will be exposed in the planned excavation, we recommend permanent cut and fill slopes be constructed no steeper than 2H:1V (Horizontal:Vertical).

Cut slopes should be observed by a qualified engineer during excavation to verify that conditions are as anticipated. Supplementary recommendations can then be developed, if needed, to improve stability, including flattening of slopes or installation of surface or subsurface drains. Permanently exposed slopes should be seeded with an appropriate species of vegetation to reduce erosion and improve stability of the surficial layer of soil.

In our experience, 2H:1V slopes may experience erosion or sloughing during the first winter season. Aggressive erosion control measures, such as covering the slopes with plastic sheeting, may be needed to prevent excessive erosion of slopes until permanent vegetation is established.

5.10 WET WEATHER CONSTRUCTION

General recommendations relative to earthwork performed in wet weather or in wet conditions are presented below. The following procedures are best management practices recommended for use in wet weather construction:

- Earthwork should be performed in small areas to minimize subgrade exposure to wet weather. Excavation or the removal of unsuitable soil should be followed promptly by the placement and compaction of clean structural fill. The size and type of construction equipment used may have to be limited to prevent soil disturbance.
- During wet weather, the allowable fines content of the structural fill should be reduced to no more than 5 percent by weight based on the portion passing the 0.75-inch sieve. The fines should be non-plastic.
- The ground surface within the construction area should be graded to promote run-off of surface water and to prevent the ponding of water.
- Geotextile silt fences should be installed at strategic locations around the site to control erosion and the movement of soil.
- Excavation slopes and soils stockpiled on site should be covered with plastic sheeting.

5.11 SURFACE DRAINAGE AND EROSION CONSIDERATIONS

Surface runoff can be controlled during construction by careful grading practices. Typically, this includes the construction of shallow, upgrade perimeter ditches or low earthen berms in conjunction with silt fences to collect runoff and prevent water from entering excavations or to prevent runoff from the construction area from leaving the immediate work site. Temporary erosion control may require the use of hay bales to prevent water from leaving the site and potential storm water detention to trap sand and silt before the water is discharged to a suitable outlet. All collected water should be directed under control to a positive and permanent discharge system.

Permanent control of surface water should be incorporated in the final grading design. Adequate surface gradients and drainage systems should be incorporated into the design such that surface runoff is collected and directed away from the reservoir structure to a

suitable outlet. Potential problems associated with erosion may also be reduced by establishing vegetation within disturbed areas immediately following grading operations.

6.0 UNCERTAINTY AND LIMITATIONS

We have prepared this report for use by Parametrix, the Tulalip Tribes, and other project team members. Recommendations contained in this report are based on a site reconnaissance, a subsurface exploration program, review of pertinent geologic publications, and our understanding of the project. The study was performed using a mutually agreed-upon scope of work.

Variations in soil conditions may exist between the locations of the explorations and the actual conditions underlying the site. The nature and extent of soil variations may not be evident until construction occurs. If any soil conditions are encountered at the site that are different from those described in this report, we should be notified immediately to review the applicability of our recommendations. Additionally, we should also be notified to review the applicability of our recommendations if there are any changes in the project scope.

Our scope of services does not include those related to construction safety precautions. Our recommendations are not intended to direct the contractors' methods, techniques, sequences or procedures, except as specifically described in our report for consideration in design. Additionally, the scope of our services specifically excludes the assessment of environmental characteristics, particularly those involving hazardous substances or other environmental considerations.

This report may be used only by the client and for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both off and on-site), or other factors including advances in our understanding of applied science, may change over time and could materially affect our findings. Therefore, this report should not be relied upon after 24 months from its issuance. PanGEO should be notified if the project is delayed by more than 24 months from the date of this report so that we may review the applicability of our conclusions considering the time lapse.

It is the client's responsibility to see that all parties to this project, including the designer, contractor, subcontractors, etc., are made aware of this report in its entirety. The use of information contained in this report for bidding purposes should be done at the contractor's option and risk. Any party other than the client who wishes to use this report

shall notify PanGEO of such intended use and for permission to copy this report. Based and that an updated report be reissued. Noncompliance with any of these requirements will release PanGEO from any liability resulting from the use of this report.

Within the limitation of scope, schedule and budget, PanGEO engages in the practice of geotechnical engineering and endeavors to perform its services in accordance with generally accepted professional principles and practices at the time the Report or its contents were prepared. No warranty, express or implied, is made.

We appreciate the opportunity to be of service to you on this project. Please feel free to contact our office with any questions you have regarding our study, this report, or any geotechnical engineering related project issues.

Sincerely,

PanGEO, Inc.

DRAFT

Scott D. Dinkelman, LEG, LHG
Principal Engineering Geologist
SDinkelman@pangeoinc.com

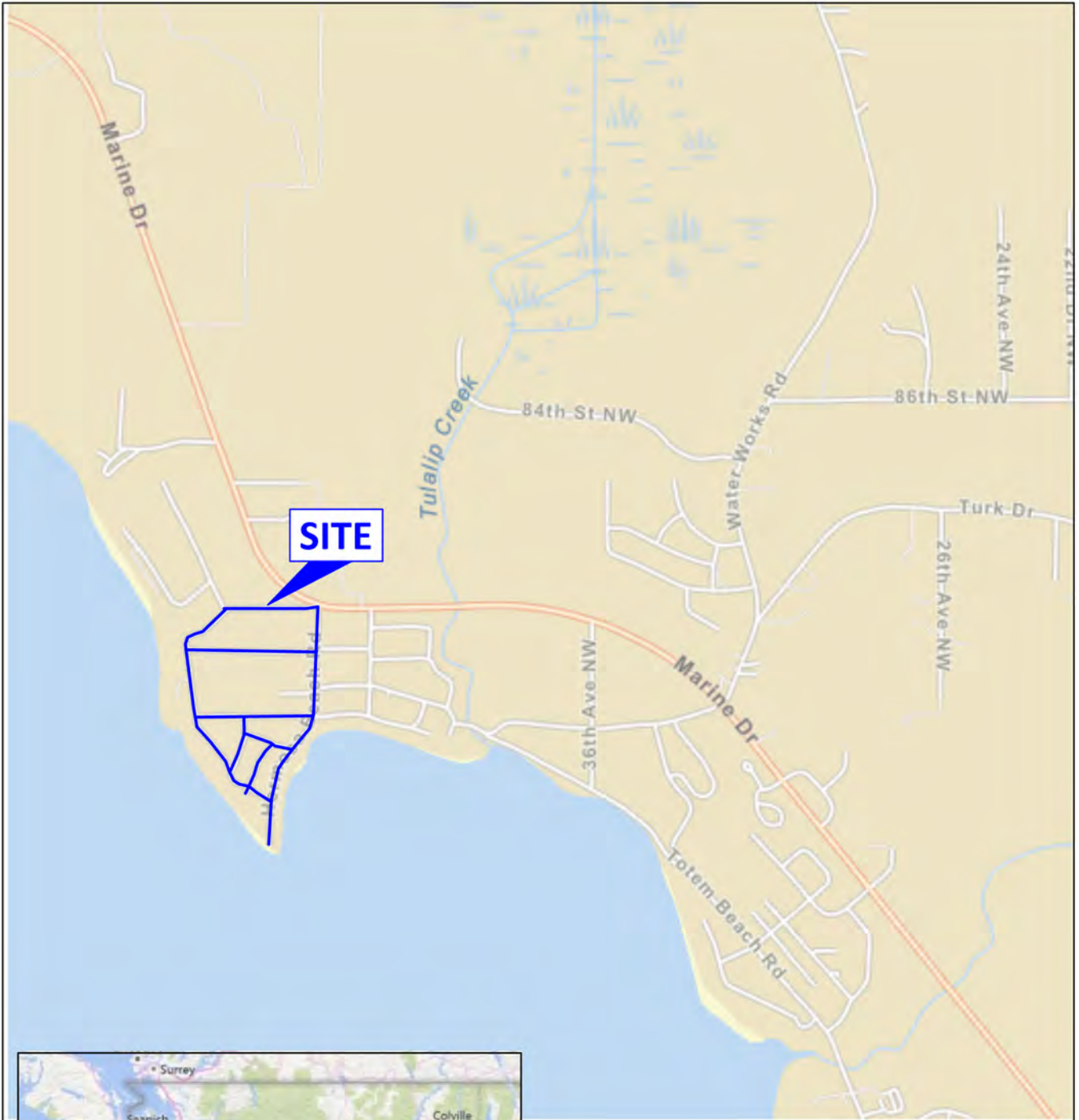
DRAFT

Siew L. Tan, P.E.
Principal Geotechnical Engineer
STan@pangeoinc.com

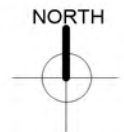
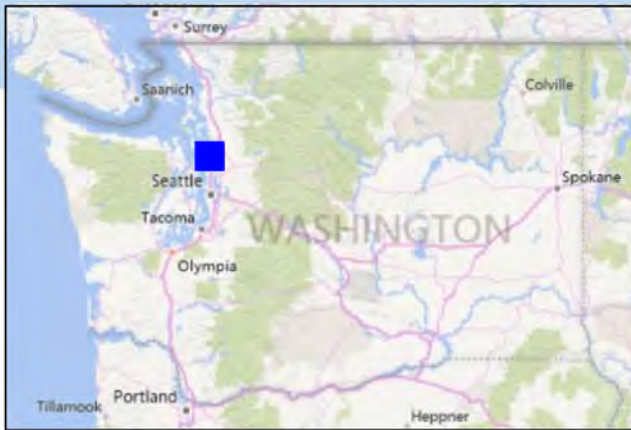
7.0 REFERENCES

Minard, J.P., 1980, Distribution and Description of the Geologic Unit in the Tulalip Quadrangle, Washington, U.S. Geological Survey, Open File Report 80-465, scale 1:24,000.

WSDOT, 2024, *Standard Specifications for Road, Bridges, and Municipal Construction*



Base Map: WSDOT Geoportal



Not-To-Scale

file.grf w/ file.dat 4/27/24 (9:07:11) SDD

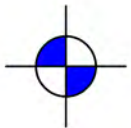


**Hermosa Beach and
Fryberg Estates
Water Main Replacement
Tulalip, Washington**

VICINITY MAP

Project No. **23-329.400**

Figure No. **1**

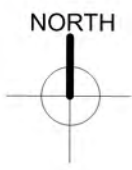


Approximate Boring Location
PanGEO, Inc.



Planned Water Main Improvements

Approx. Scale
(feet)
Not to Scale



Hermosa Beach and
Fryberg Estates
Water Main Replacement
Tulip, Washington

SITE AND EXPLORATION PLAN

Project No. 23-329.400

Figure No. 2

APPENDIX A

SUMMARY BORING LOGS

RELATIVE DENSITY / CONSISTENCY

SAND / GRAVEL			SILT / CLAY		
Density	SPT N-values	Approx. Relative Density (%)	Consistency	SPT N-values	Approx. Undrained Shear Strength (psf)
Very Loose	<4	<15	Very Soft	<2	<250
Loose	4 to 10	15 - 35	Soft	2 to 4	250 - 500
Med. Dense	10 to 30	35 - 65	Med. Stiff	4 to 8	500 - 1000
Dense	30 to 50	65 - 85	Stiff	8 to 15	1000 - 2000
Very Dense	>50	85 - 100	Very Stiff	15 to 30	2000 - 4000
			Hard	>30	>4000

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS		GROUP DESCRIPTIONS	
Gravel 50% or more of the coarse fraction retained on the #4 sieve. Use dual symbols (eg. GP-GM) for 5% to 12% fines.	GRAVEL (<5% fines)		GW: Well-graded GRAVEL
	GRAVEL (>12% fines)		GP: Poorly-graded GRAVEL
Sand 50% or more of the coarse fraction passing the #4 sieve. Use dual symbols (eg. SP-SM) for 5% to 12% fines.	SAND (<5% fines)		GM: Silty GRAVEL
			GC: Clayey GRAVEL
	SAND (>12% fines)		SW: Well-graded SAND
			SP: Poorly-graded SAND
Silt and Clay 50% or more passing #200 sieve	Liquid Limit < 50		SM: Silty SAND
			SC: Clayey SAND
			ML: SILT
	Liquid Limit > 50		CL: Lean CLAY
			OL: Organic SILT or CLAY
			MH: Elastic SILT
Highly Organic Soils			CH: Fat CLAY
			OH: Organic SILT or CLAY
			PT: PEAT

- Notes:**
- Soil exploration logs contain material descriptions based on visual observation and field tests using a system modified from the Uniform Soil Classification System (USCS). Where necessary laboratory tests have been conducted (as noted in the "Other Tests" column), unit descriptions may include a classification. Please refer to the discussions in the report text for a more complete description of the subsurface conditions.
 - The graphic symbols given above are not inclusive of all symbols that may appear on the borehole logs. Other symbols may be used where field observations indicated mixed soil constituents or dual constituent materials.

DESCRIPTIONS OF SOIL STRUCTURES

Layered: Units of material distinguished by color and/or composition from material units above and below	Fissured: Breaks along defined planes
Laminated: Layers of soil typically 0.05 to 1mm thick, max. 1 cm	Slickensided: Fracture planes that are polished or glossy
Lens: Layer of soil that pinches out laterally	Blocky: Angular soil lumps that resist breakdown
Interlayered: Alternating layers of differing soil material	Disrupted: Soil that is broken and mixed
Pocket: Erratic, discontinuous deposit of limited extent	Scattered: Less than one per foot
Homogeneous: Soil with uniform color and composition throughout	Numerous: More than one per foot
	BCN: Angle between bedding plane and a plane normal to core axis

COMPONENT DEFINITIONS

COMPONENT	SIZE / SIEVE RANGE	COMPONENT	SIZE / SIEVE RANGE
Boulder:	> 12 inches	Sand	
Cobbles:	3 to 12 inches	Coarse Sand:	#4 to #10 sieve (4.5 to 2.0 mm)
Gravel	3 to 3/4 inches	Medium Sand:	#10 to #40 sieve (2.0 to 0.42 mm)
		Fine Sand:	#40 to #200 sieve (0.42 to 0.074 mm)
Coarse Gravel:	3 to 3/4 inches	Silt	0.074 to 0.002 mm
Fine Gravel:	3/4 inches to #4 sieve	Clay	<0.002 mm

TEST SYMBOLS

for In Situ and Laboratory Tests listed in "Other Tests" column.

- ATT Atterberg Limit Test
- Comp Compaction Tests
- Con Consolidation
- DD Dry Density
- DS Direct Shear
- %F Fines Content
- GS Grain Size
- Perm Permeability
- PP Pocket Penetrometer
- R R-value
- SG Specific Gravity
- TV Torvane
- TXC Triaxial Compression
- UCC Unconfined Compression

SYMBOLS

Sample/In Situ test types and intervals

- 2-inch OD Split Spoon, SPT (140-lb. hammer, 30" drop)
- 3.25-inch OD Split Spoon (300-lb hammer, 30" drop)
- Non-standard penetration test (see boring log for details)
- Thin wall (Shelby) tube
- Grab
- Rock core
- Vane Shear

MONITORING WELL

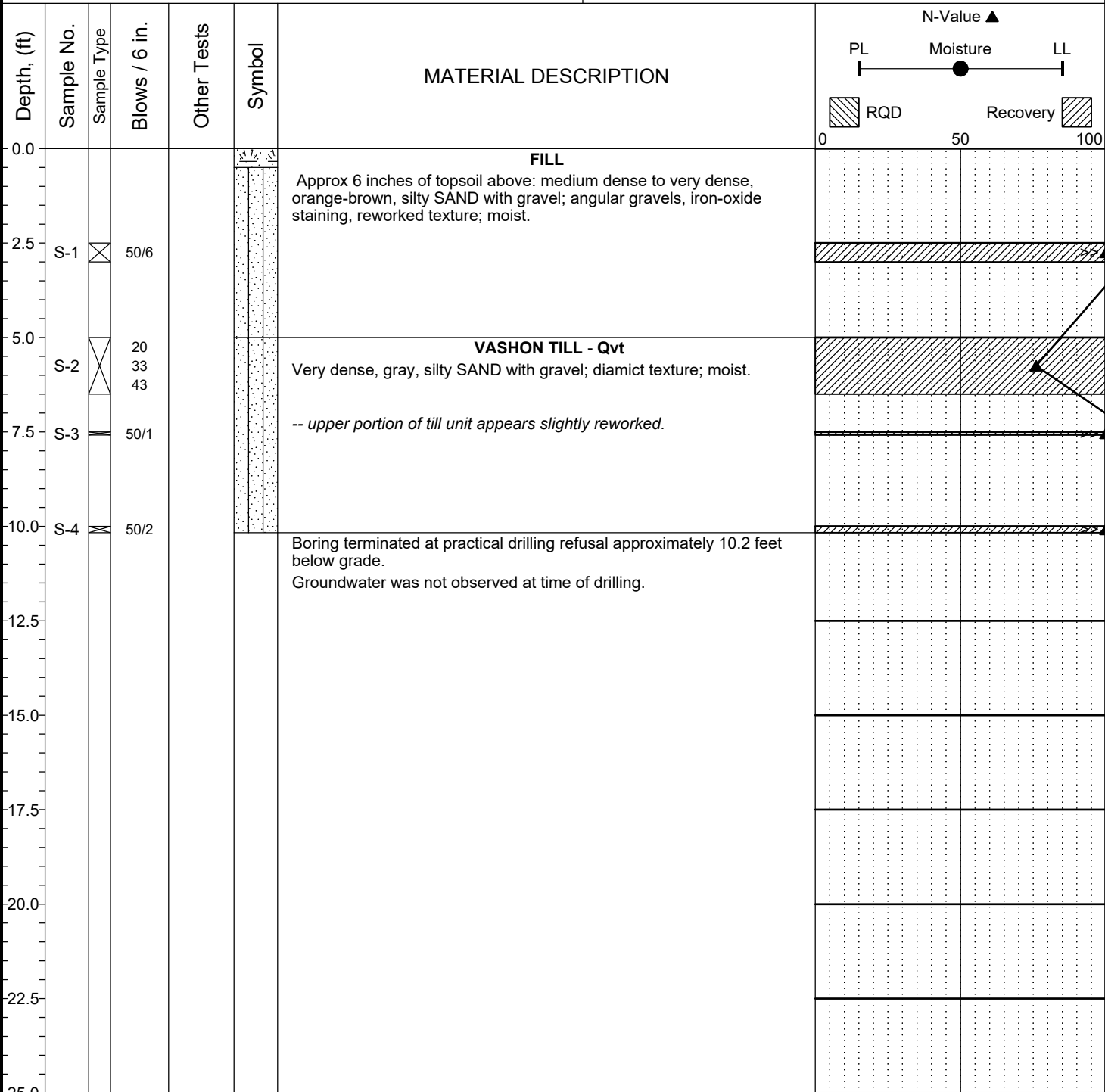
- Groundwater Level at time of drilling (ATD)
- Static Groundwater Level
- Cement / Concrete Seal
- Bentonite grout / seal
- Silica sand backfill
- Slotted tip
- Slough
- Bottom of Boring

MOISTURE CONTENT

Dry	Dusty, dry to the touch
Moist	Damp but no visible water
Wet	Visible free water

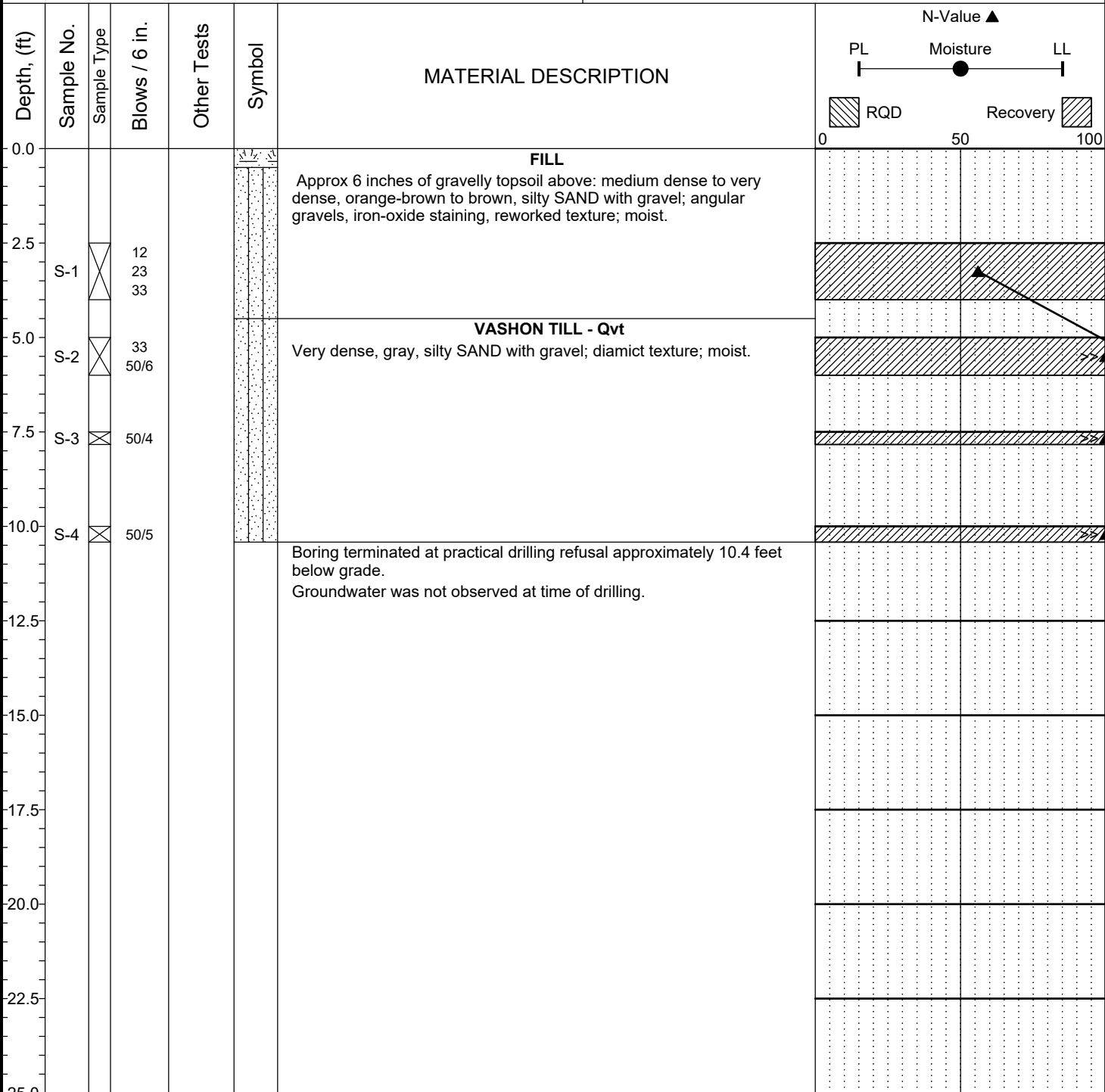
LOG KEY 08-118 LOG.GPJ_PANGEO.GDT 11/12/13

Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~80 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 392903, Easting: 1283812	Sampling Method:	SPT



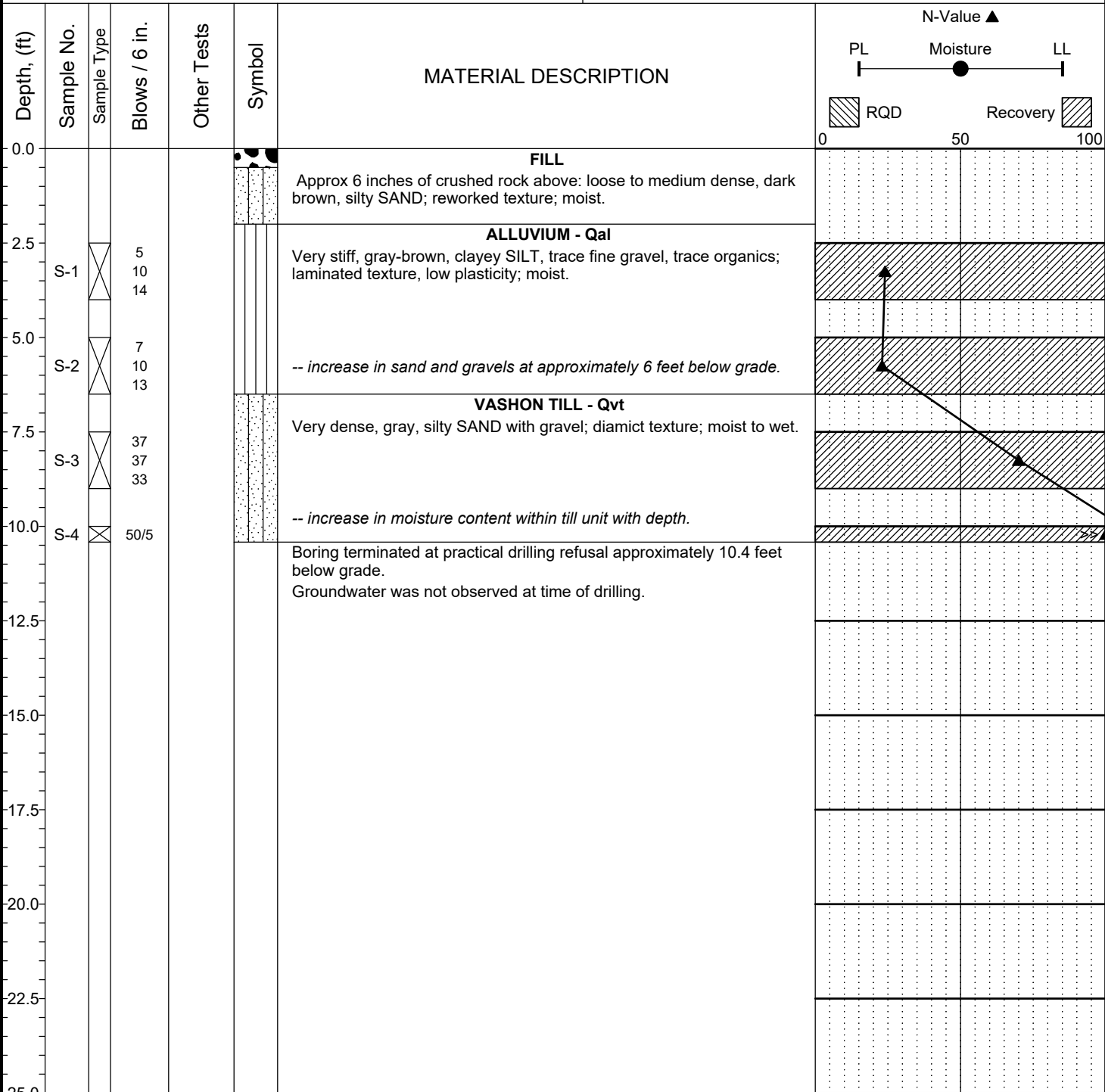
Completion Depth:	10.2ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/8/23	
Date Borehole Completed:	12/8/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

Project:	Tulip Bay Water Improvements - Phase 3A	Surface Elevation:	~55 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulip, WA	Drilling Method:	HSA
Coordinates:	Northing: 392580, Easting: 1283799	Sampling Method:	SPT



Completion Depth:	10.4ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/8/23	
Date Borehole Completed:	12/8/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

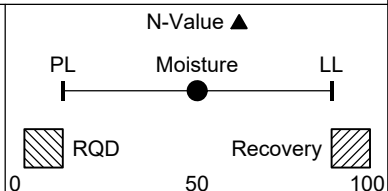
Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~30 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 392238, Easting: 1283799	Sampling Method:	SPT



Completion Depth:	10.4ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/7/23	
Date Borehole Completed:	12/7/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~25 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 391665, Easting: 1283511	Sampling Method:	SPT

Depth, (ft)	Sample No.	Sample Type	Blows / 6 in.	Other Tests	Symbol	MATERIAL DESCRIPTION	N-Value ▲	
							PL	Moisture
0.0							0	100
2.5	S-1	×	24 41 50/5	MC GS	●	<p>FILL</p> <p>Approx 6 inches of crushed rock above: medium dense to very dense, orange-brown, silty SAND with gravel; angular gravels, trace asphalt debris, iron-oxide staining, reworked texture; moist.</p> <p>SAMPLE S1 - GRAVEL 51.4%, SAND 42.7%, FINES 5.9%; MC = 6%.</p>	0	100
5.0	S-2	×	50/6		●	<p>VASHON TILL - Qvt</p> <p>Very dense, gray to gray-brown, silty SAND with gravel; diamict texture; moist to wet.</p>	0	100
7.5	S-3	×	50/6		●	<p>-- increase in moisture content within till unit with depth.</p>	0	100
10.0	S-4	×	26 50/6		●	<p>Boring terminated at practical drilling refusal approximately 11 feet below grade.</p> <p>Groundwater was not observed at time of drilling.</p>	0	100
12.5								
15.0								
17.5								
20.0								
22.5								
25.0								



Completion Depth: 11.0ft
Date Borehole Started: 12/6/23
Date Borehole Completed: 12/6/23
Logged By: S. Scott
Drilling Company: Geologic Drill Partners

Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey.
DATUM - WA STATE PLANE NORTH, NAVD88

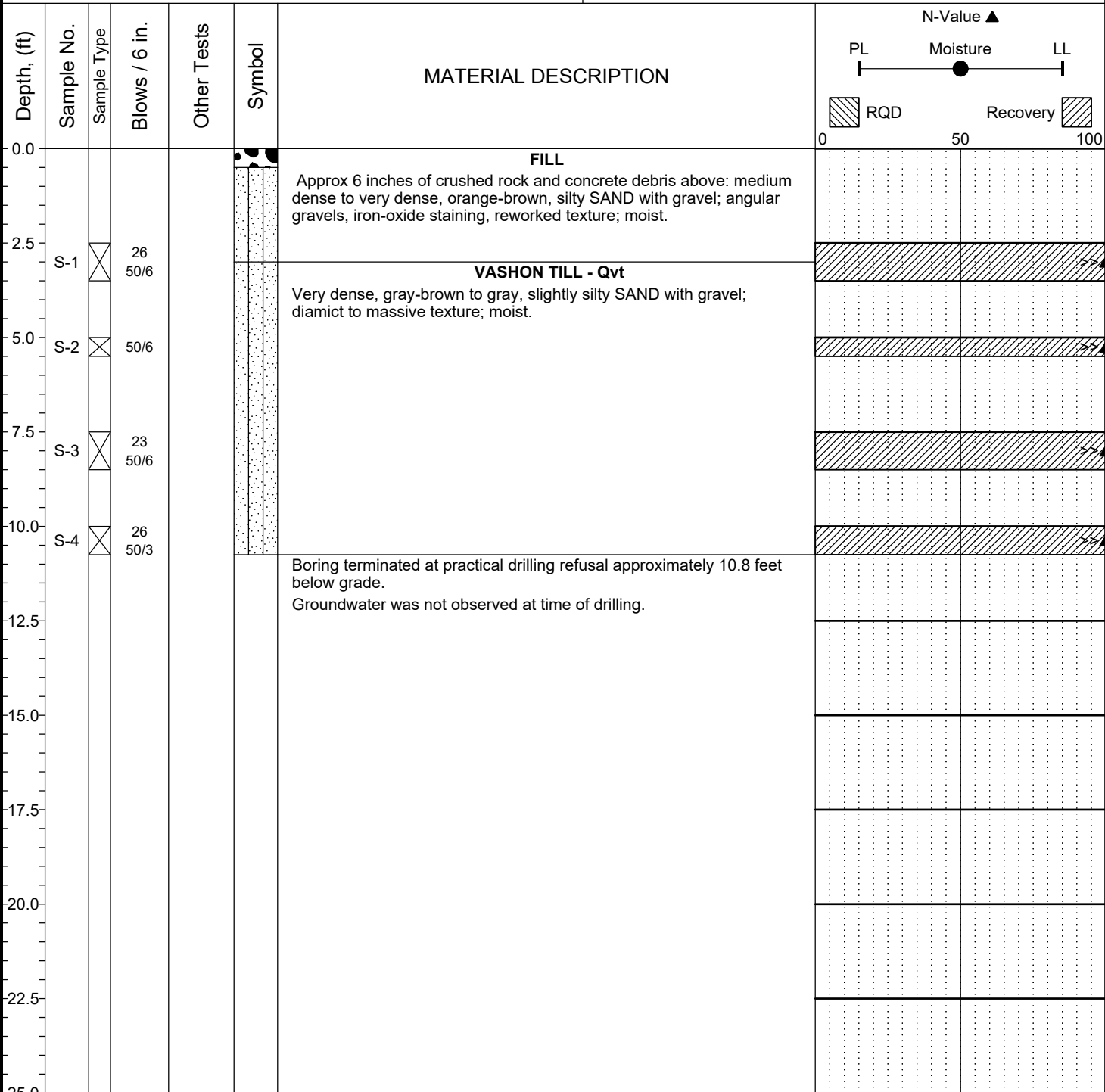


LOG OF TEST BORING PG-4

Figure A-5

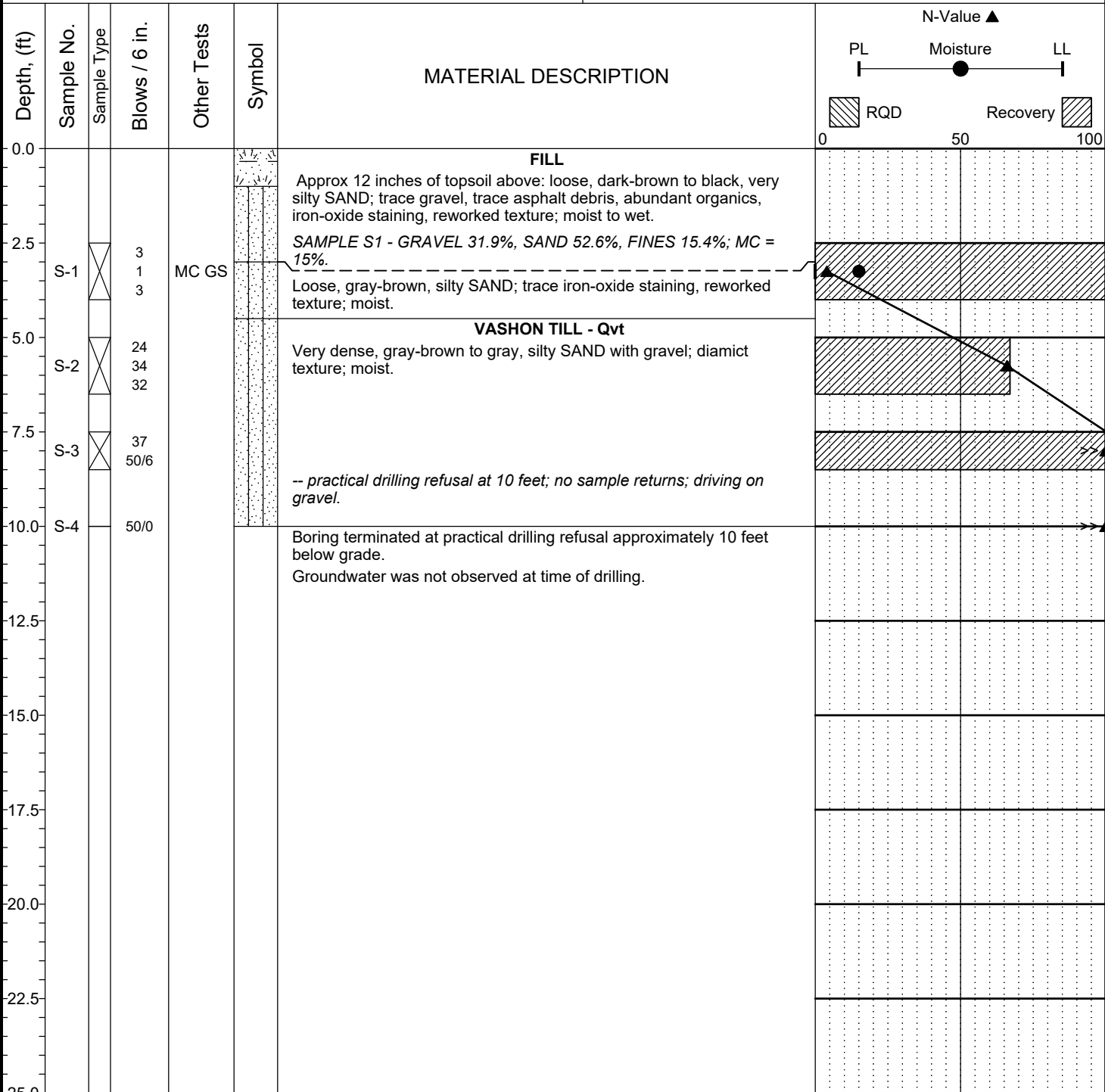
The stratification lines represent approximate boundaries. The transition may be gradual.

Project: Tulalip Bay Water Improvements - Phase 3A	Surface Elevation: ~43 ft
Job Number: 23-329.400	Top of Casing Elev.: N/A
Location: Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method: HSA
Coordinates: Northing: 391021, Easting: 1283311	Sampling Method: SPT



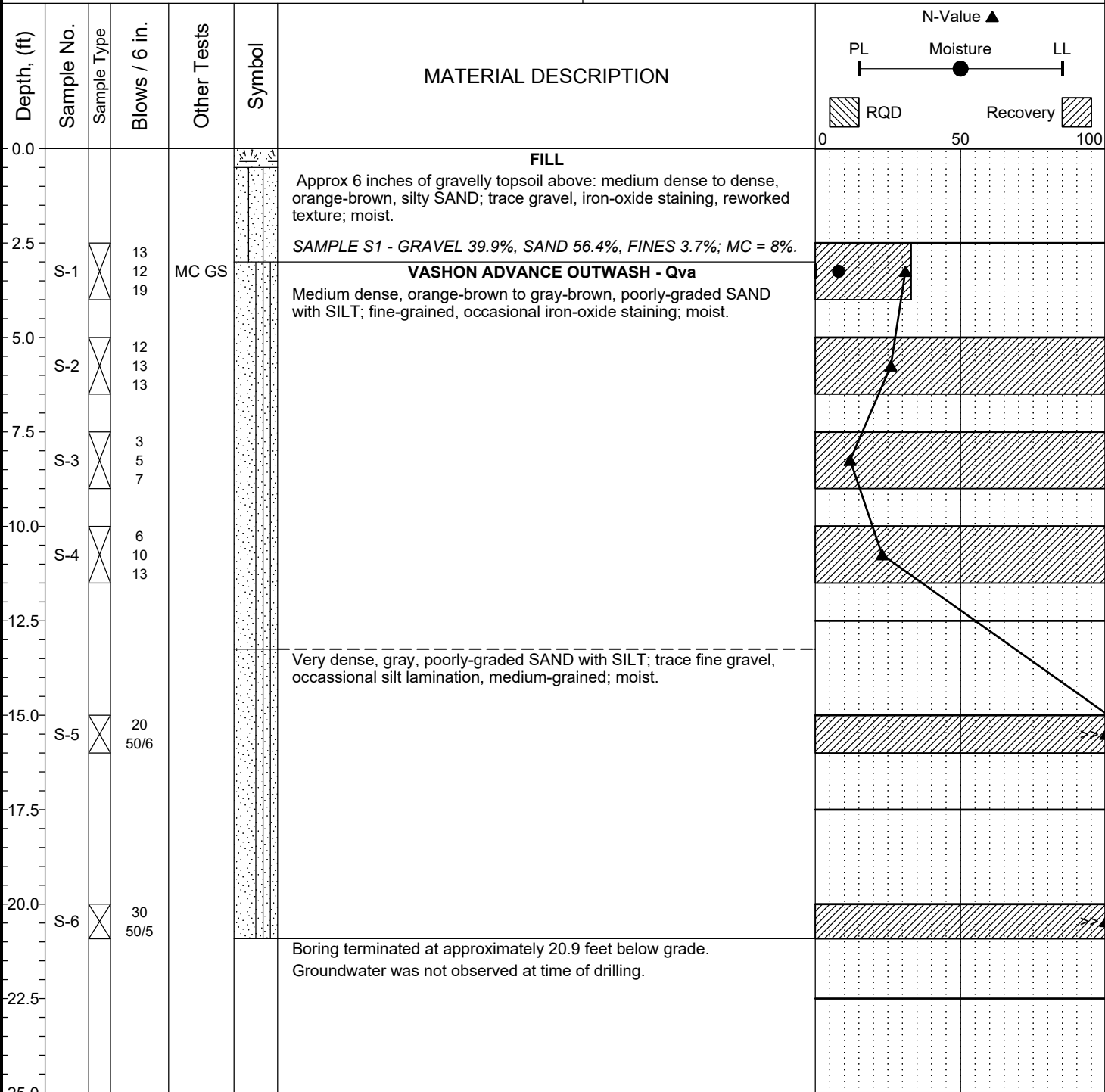
Completion Depth: 10.8ft Date Borehole Started: 12/6/23 Date Borehole Completed: 12/6/23 Logged By: S. Scott Drilling Company: Geologic Drill Partners	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
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Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~70 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 391349, Easting: 1283175	Sampling Method:	SPT



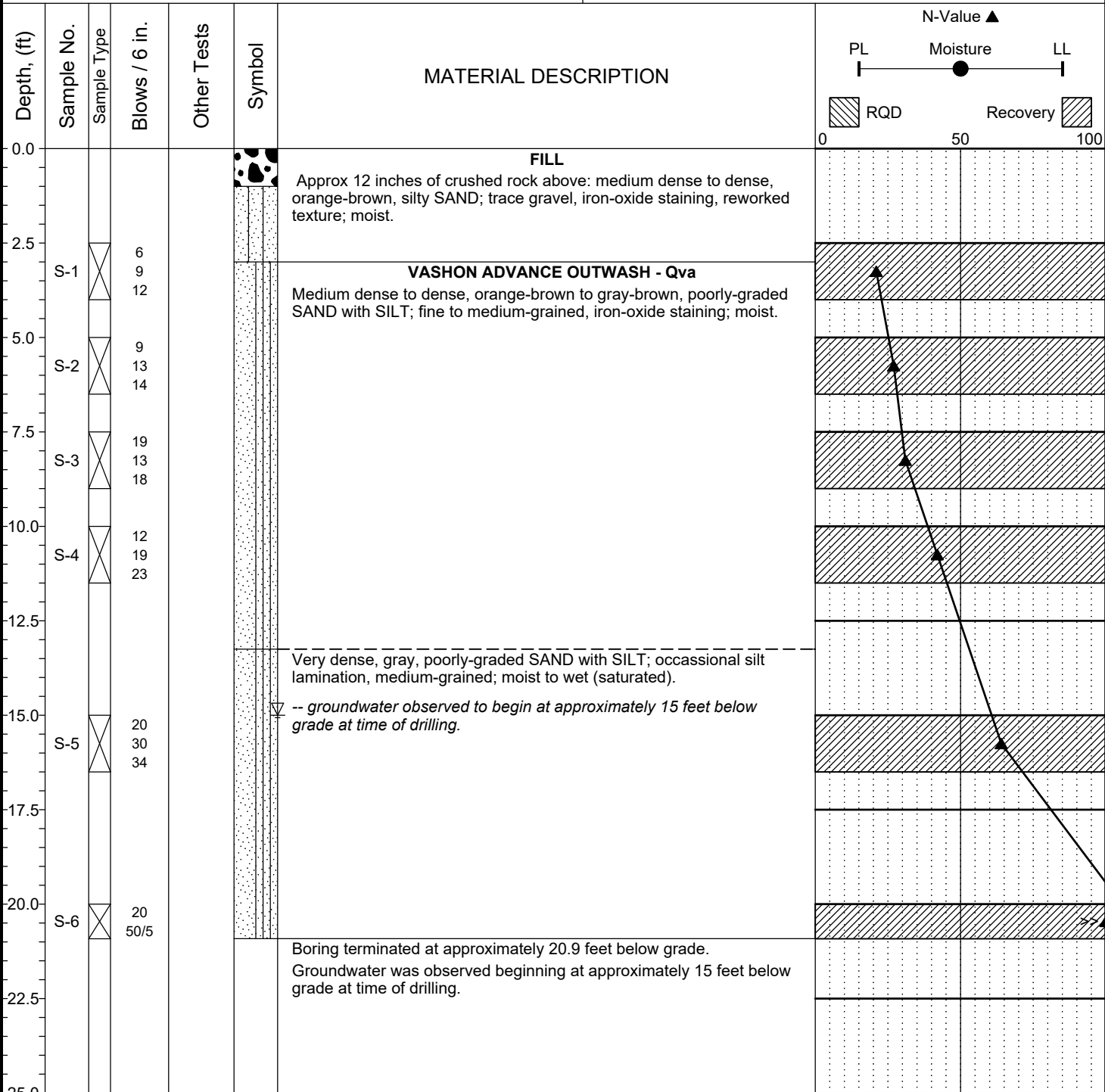
Completion Depth:	10.0ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/7/23	
Date Borehole Completed:	12/7/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~103 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 391652, Easting: 1282946	Sampling Method:	SPT



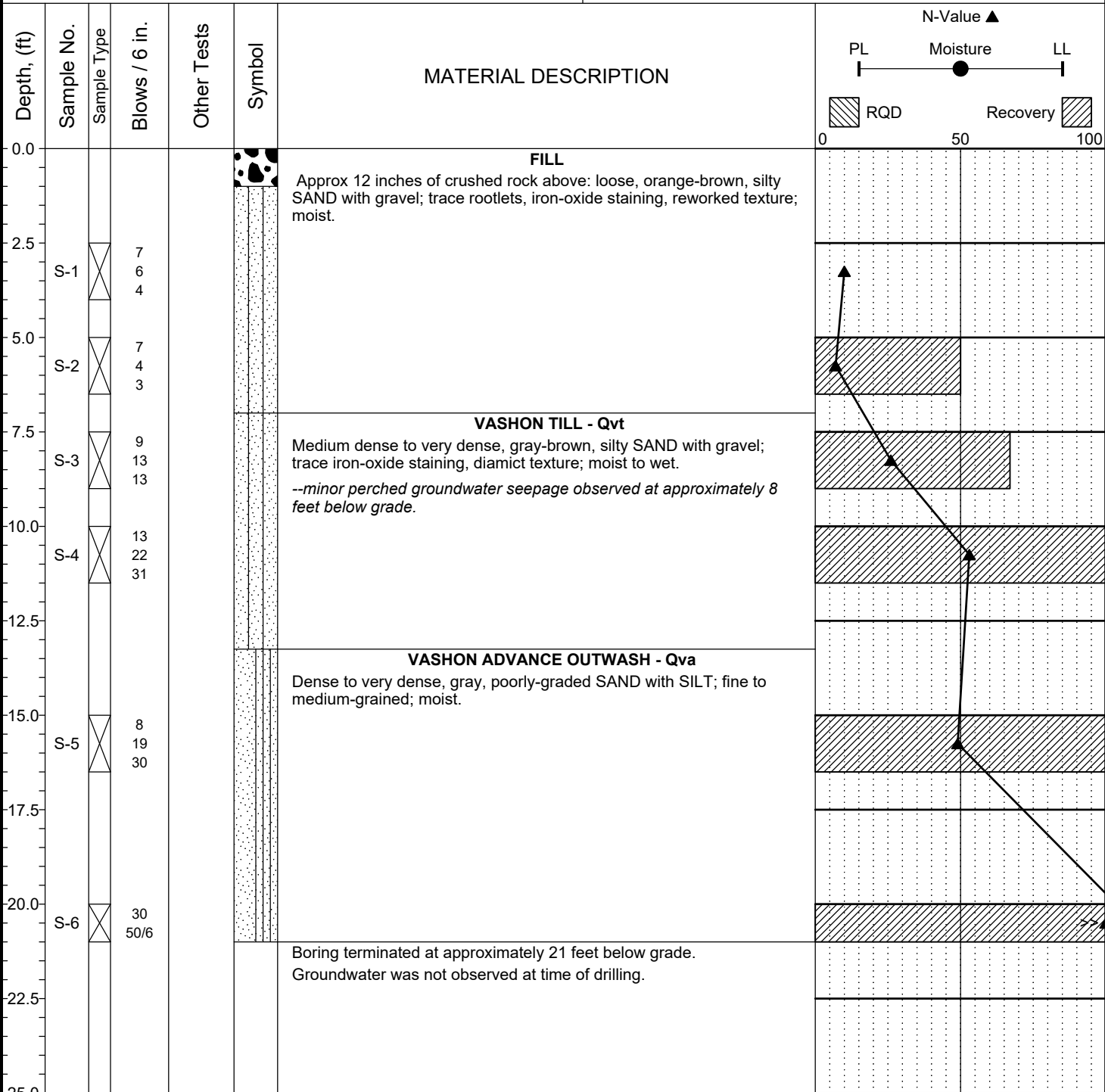
Completion Depth:	20.9ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/7/23	
Date Borehole Completed:	12/7/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~85 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 391989, Easting: 1283124	Sampling Method:	SPT



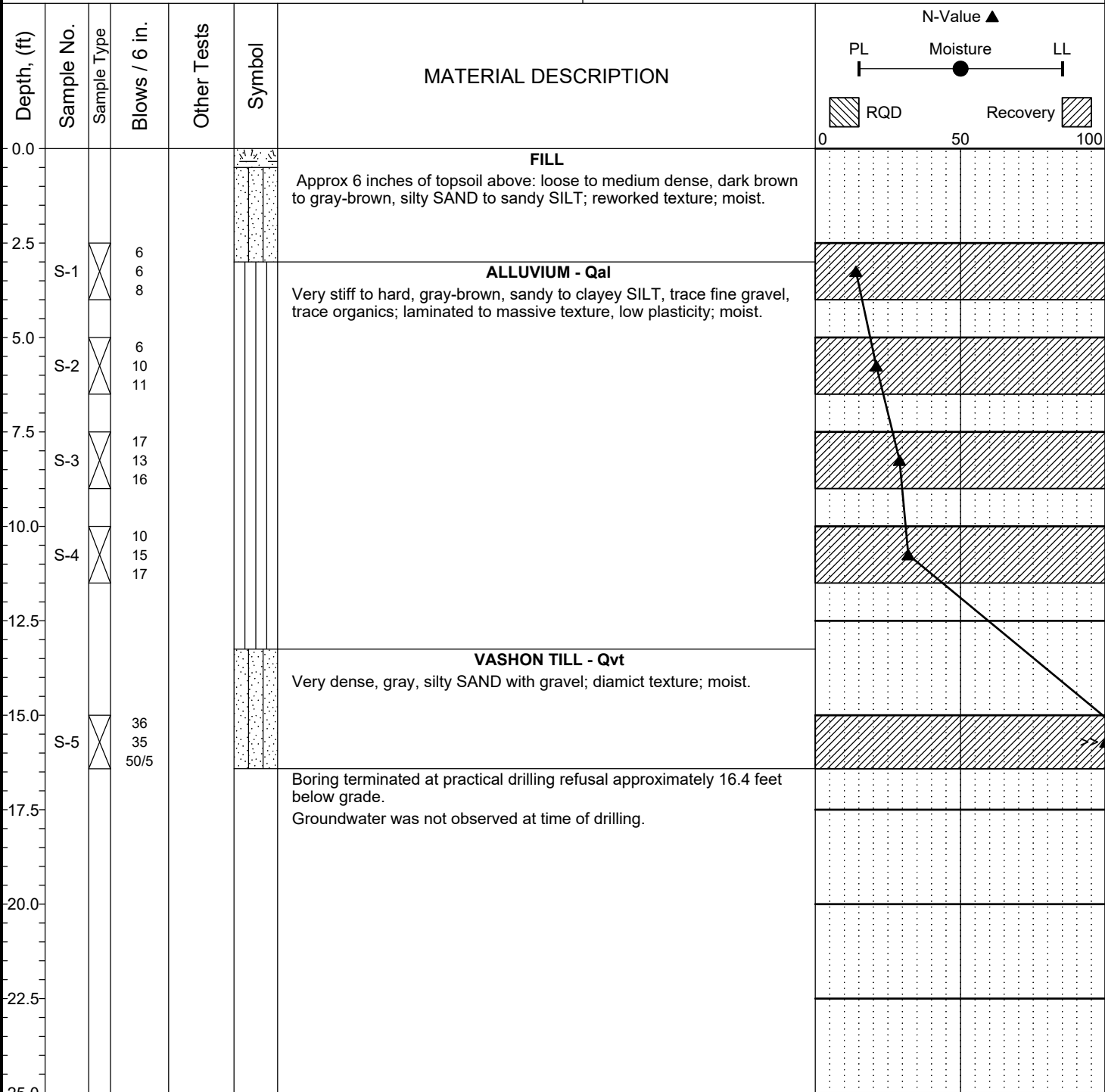
Completion Depth:	20.9ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/6/23	
Date Borehole Completed:	12/6/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~110 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 392194, Easting: 1282642	Sampling Method:	SPT



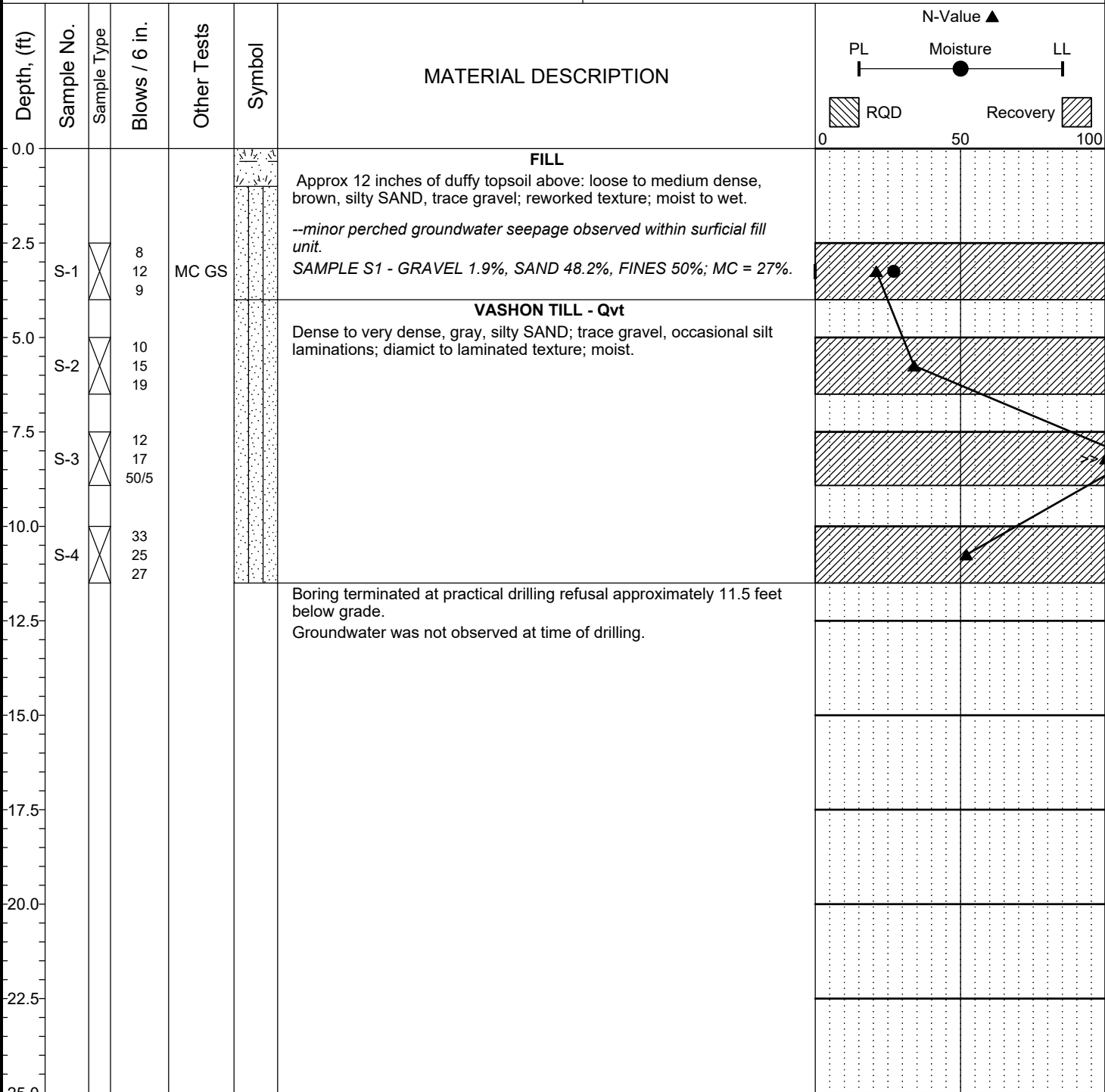
Completion Depth:	21.0ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/7/23	
Date Borehole Completed:	12/7/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~40 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 392265, Easting: 1283371	Sampling Method:	SPT



Completion Depth:	16.4ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/7/23	
Date Borehole Completed:	12/7/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

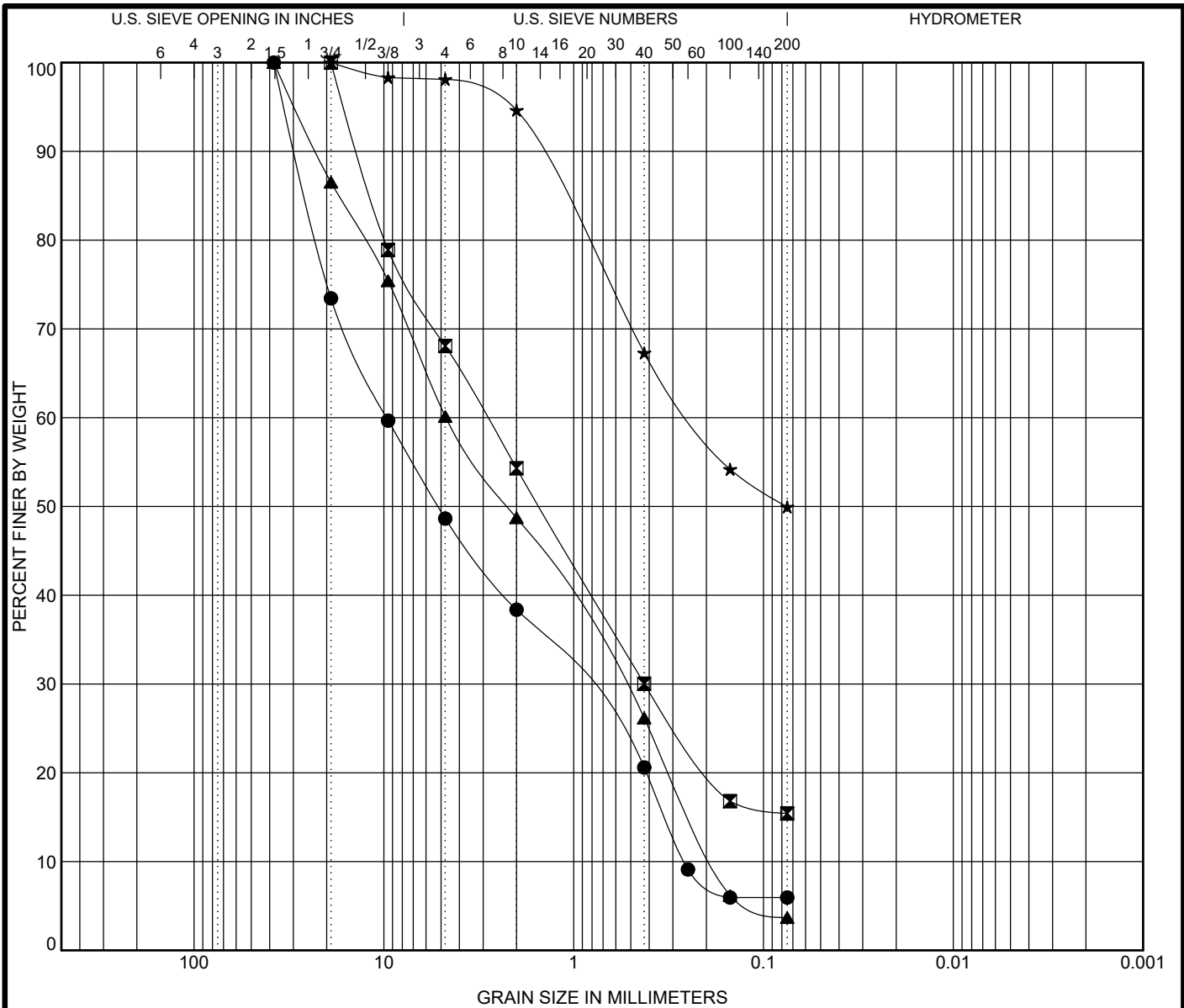
Project:	Tulalip Bay Water Improvements - Phase 3A	Surface Elevation:	~118 ft
Job Number:	23-329.400	Top of Casing Elev.:	N/A
Location:	Hermosa Beach Fryberg Estates, Tulalip, WA	Drilling Method:	HSA
Coordinates:	Northing: 392656, Easting: 1282666	Sampling Method:	SPT



Completion Depth:	11.5ft	Remarks: Boring drilled using an bobcat tracked drill rig. Standard penetration test (SPT) sampler driven with a 140 lb. safety hammer. Hammer operated with rope and cathead. Surface elevation is approximate and based on their relative location to site features. This information is provided for relative information only and is not a substitution for field survey. DATUM - WA STATE PLANE NORTH, NAVD88
Date Borehole Started:	12/7/23	
Date Borehole Completed:	12/7/23	
Logged By:	S. Scott	
Drilling Company:	Geologic Drill Partners	

APPENDIX B

LABORATORY TEST RESULTS



COBBLES	GRAVEL		SAND			SILT OR CLAY
	coarse	fine	coarse	medium	fine	

Specimen Identification	Classification	LL	PL	PI	Cc	Cu
● PG-04 @ 2.5 ft.	POORLY GRADED GRAVEL with SILT and SAND(GP-GM)	NP	NP	NP	0.37	37.08
☒ PG-06 @ 2.5 ft.	SILTY SAND with GRAVEL(SM)	NP	NP	NP		
▲ PG-07 @ 2.5 ft.	POORLY GRADED SAND with GRAVEL(SP)	NP	NP	NP	0.36	25.67
★ PG-11 @ 2.5 ft.	SILTY SAND(SM)	NP	NP	NP		

Specimen Identification	D100	D90	D60	D10	%Gravel	%Sand	%Silt	%Clay
● PG-04 2.5	38	29.271	9.659	0.26	51.4	42.7	5.9	
☒ PG-06 2.5	19	13.682	2.861		31.9	52.6	15.4	
▲ PG-07 2.5	38	22.723	4.703	0.183	39.9	56.4	3.7	
★ PG-11 2.5	19	1.538	0.238		1.9	48.2	50.0	

GRAIN SIZE DISTRIBUTION



Project: Tulalip Bay Water Improvements - Phase 3A
 Job Number: 23-329.400
 Location: Hermosa Beach | Fryberg Estates, Tulalip, WA

Figure B-1

GRAIN SIZE 23-329 BORING LOGS FRYBERG-HERMOSA.GPJ PANGEO.GDT 4/29/24

Appendix B

Davis-Bacon Wages

Superseded General Decision Number: WA20230075

State: Washington

Construction Type: Heavy
including water and sewer line construction

County: Snohomish County in Washington.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract.	
	The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.	

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.	
	The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.	

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	02/02/2024
2	03/08/2024

ASBE0007-001 06/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Pipe and Duct Insulation).....	\$ 66.37	20.59

CARP0030-014 06/01/2021

	Rates	Fringes
CARPENTER (Including Formwork)...	\$ 49.18	19.01
MILLWRIGHT.....	\$ 50.68	19.01
PILEDRIVERMAN.....	\$ 49.58	19.01

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - ALL CLASSIFICATIONS EXCEPT MILLWRIGHTS AND PILEDRIVERS

Hourly Zone Pay shall be paid on jobs located outside of the free zone computed from the city center of the following listed cities:

Seattle Olympia Bellingham
Auburn Bremerton Anacortes
Renton Shelton Yakima
Aberdeen-Hoquiam Tacoma Wenatchee
Ellensburg Everett Port Angeles
Centralia Mount Vernon Sunnyside
Chelan Pt. Townsend

Zone Pay:
0 -25 radius miles Free
26-35 radius miles \$1.00/hour
36-45 radius miles \$1.15/hour
46-55 radius miles \$1.35/hour
Over 55 radius miles \$1.55/hour

(HOURLY ZONE PAY: WESTERN AND CENTRAL WASHINGTON - MILLWRIGHT AND PILEDRIVER ONLY)

Hourly Zone Pay shall be computed from Seattle Union Hall, Tacoma City center, and Everett City center

Zone Pay:

0 -25 radius miles Free
26-45 radius miles \$.70/hour
Over 45 radius miles \$1.50/hour

ELEC0077-001 02/01/2023

Rates Fringes

Line Construction:

LINEMEN.....\$ 60.54 23.97+1.5%

ELEC0191-013 06/01/2022

Rates Fringes

ELECTRICIAN

DOUGLAS, CHELAN, and
OKANOGAN Counties.....\$ 46.15 26.10
ISLAND, SAN JUAN, SKAGIT,
SNOHOMISH and WHATCOM
Counties.....\$ 53.20 27.51

ENGI0302-029 06/01/2023

Rates Fringes

Power equipment operators:

Group 1A.....\$ 56.64 25.57
Group 1AA.....\$ 57.46 25.57
Group 1AAA.....\$ 58.29 25.57
Group 1.....\$ 55.80 25.57
Group 2.....\$ 55.09 25.57
Group 3.....\$ 54.47 25.57
Group 4.....\$ 50.98 25.57

Zone Differential (Add to Zone 1 rates):

Zone 2 (26-45 radius miles) - \$1.00
Zone 3 (Over 45 radius miles) - \$1.30

BASEPOINTS: Aberdeen, Bellingham, Bremerton, Everett, Kent, Mount Vernon, Port Angeles, Port Townsend, Seattle, Shelton, Wenatchee, Yakima

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1AAA - Cranes-over 300 tons, or 300 ft of boom (including jib with attachments)

GROUP 1AA - Cranes 200 to 300 tons, or 250 ft of boom (including jib with attachments); Tower crane over 175 ft in height, base to boom; Excavator/Trackhoe: Over 90 metric tons

GROUP 1A - Cranes, 100 tons thru 199 tons, or 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 100 tons and over; Tower crane up to 175 ft in height base to boom; excavator/Trackhoe: over 50 metric tons to 90 metric tons;

GROUP 1 - Cranes 45 tons thru 99 tons, under 150 ft of boom (including jib with attachments); Crane-overhead, bridge type, 45 tons thru 99 tons; Derricks on building work; Excavator/Trackhoe: over 30 metric tons to 50 metric tons; Dozer D-10; Screedman; Scrapers: 45 yards and over; Grader/Blade; Paver

GROUP 2 - Cranes, 20 tons thru 44 tons with attachments; Crane-overhead, bridge type-20 tons through 44 tons; Drilling machine; Excavator/Trackhoe: 15 to 30 metric tons; Horizontal/directional drill operator; Scraper: under 45 tons; Mechanic; Piledriver; Boring Machine

GROUP 3 - Cranes-thru 19 tons with attachments; A-frame crane over 10 tons; Dozers-D-9 and under; Motor patrol grader-nonfinishing; Roller-Plant Mix; Excavator/Trackhoe: under 15 metric tons; Service Oiler; Conveyors; Boom Truck over 10 tons: Forklift- 3000 lbs and over

GROUP 4 - Cranes-A frame-10 tons and under; Roller-other than plant mix; Grade Checker; Drill Assistant; Boom Truck 10 tons and under; Forklift under 3000 lbs

IRON0086-010 01/02/2023

	Rates	Fringes
IRONWORKER (Reinforcing, Structural and Ornamental).....	\$ 50.90	32.57

LABO0292-007 06/01/2022

Rates Fringes

Laborers:

GROUP 2.....	\$ 34.20	13.80
GROUP 3.....	\$ 42.86	13.80
GROUP 4.....	\$ 43.90	13.80
GROUP 5.....	\$ 44.62	13.80

ZONE DIFFERENTIAL (ADD TO ZONE 1 RATES):

ZONE 2 - \$1.00

ZONE 3 - \$1.30

BASE POINTS: BELLINGHAM, MT. VERNON, EVERETT, SEATTLE, KENT, TACOMA, OLYMPIA, CENTRALIA, ABERDEEN, SHELTON, PT. TOWNSEND, PT. ANGELES, AND BREMERTON

ZONE 1 - Projects within 25 radius miles of the respective city hall

ZONE 2 - More than 25 but less than 45 radius miles from the respective city hall

ZONE 3 - More than 45 radius miles from the respective city hall

LABORERS CLASSIFICATIONS

GROUP 2: Flagman

GROUP 3: Form Stripping; Sign Erector/Installer

GROUP 4: Pipe Layer; Handheld Drill; Jackhammer

GROUP 5: Mason Tender-Brick; Mason Tender-Cement/Concrete; Grade Checker; High Scaler

PAIN0005-031 07/01/2023

Rates Fringes

PAINTER (Including Brush, Roller, Spray and Prep Work).....	\$ 37.80	13.63
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* PLUM0026-001 01/01/2024

Rates Fringes

Plumbers and Pipefitters.....	\$ 54.47	31.90
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* TEAM0174-006 06/01/2019

Rates Fringes

Truck drivers:

ZONE A:

GROUP 1:.....	\$ 40.38	20.46
GROUP 2:.....	\$ 39.54	20.46

ZONE B (25-45 miles from center of listed cities*): Add \$.70 per hour to Zone A rates.

ZONE C (over 45 miles from centr of listed cities*): Add \$1.00 per hour to Zone A rates.

*Zone pay will be calculated from the city center of the following listed cities:

BELLINGHAM CENTRALIA RAYMOND OLYMPIA
 EVERETT SHELTON ANACORTES BELLEVUE
 SEATTLE PORT ANGELES MT. VERNON KENT
 TACOMA PORT TOWNSEND ABERDEEN BREMERTON

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Water Truck-3,000 gallons and over; Semi-Trailer Truck

GROUP 2 - Water Truck- less than 3,000 gallons

HAZMAT PROJECTS

Anyone working on a HAZMAT job, where HAZMAT certification is required, shall be compensated as a premium, in addition to the classification working in as follows:

LEVEL C: +\$.25 per hour - This level uses an air purifying respirator or additional protective clothing.

LEVEL B: +\$.50 per hour - Uses same respirator protection as Level A. Supplied air line is provided in conjunction with a chemical "splash suit."

LEVEL A: +\$.75 per hour - This level utilizes a fully-encapsulated suit with a self-contained breathing apparatus or a supplied air line.

* SUWA2009-066 08/07/2009

Rates Fringes

LABORER: Common or General.....\$ 23.05 5.44

LABORER: Landscape & Irrigation.....\$ 11.44 ** 1.80

OPERATOR: Asphalt Plant.....	\$ 34.14	0.68
OPERATOR: Backhoe.....	\$ 26.18	7.20
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 10.63 **	0.00
OPERATOR: Broom/Sweeper.....	\$ 30.39	3.77
OPERATOR: Loader.....	\$ 27.12	7.38
OPERATOR: Power Shovel.....	\$ 25.12	7.83
TRUCK DRIVER, Includes Dump Truck.....	\$ 24.10	7.33
TRUCK DRIVER: Flatbed Truck.....	\$ 22.74	6.29
TRUCK DRIVER: Lowboy Truck.....	\$ 22.89	5.72

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**Washington State Department of Labor and Industries
Policy Statement
(Regarding the Production of "Standard" or "Non-standard" Items)**

Below is the department's (State L&I's) list of criteria to be used in determining whether a prefabricated item is "standard" or "non-standard". For items not appearing on WSDOT's predetermined list, these criteria shall be used by the Contractor (and the Contractor's subcontractors, agents to subcontractors, suppliers, manufacturers, and fabricators) to determine coverage under RCW 39.12. The production, in the State of Washington, of non-standard items is covered by RCW 39.12, and the production of standard items is not. The production of any item outside the State of Washington is not covered by RCW 39.12.

1. Is the item fabricated for a public works project? If not, it is not subject to RCW 39.12. If it is, go to question 2.
2. Is the item fabricated on the public works jobsite? If it is, the work is covered under RCW 39.12. If not, go to question 3.
3. Is the item fabricated in an assembly/fabrication plant set up for, and dedicated primarily to, the public works project? If it is, the work is covered by RCW 39.12. If not, go to question 4.
4. Does the item require any assembly, cutting, modification or other fabrication by the supplier? If not, the work is not covered by RCW 39.12. If yes, go to question 5.
5. Is the prefabricated item intended for the public works project typically an inventory item which could reasonably be sold on the general market? If not, the work is covered by RCW 39.12. If yes, go to question 6.
6. Does the specific prefabricated item, generally defined as standard, have any unusual characteristics such as shape, type of material, strength requirements, finish, etc? If yes, the work is covered under RCW 39.12.

Any firm with questions regarding the policy, WSDOT's Predetermined List, or for determinations of covered and non-covered workers shall be directed to State L&I at (360) 902-5330.

**WSDOT's
Predetermined List for
Suppliers - Manufactures - Fabricator**

Below is a list of potentially prefabricated items, originally furnished by WSDOT to Washington State Department of Labor and Industries, that may be considered non-standard and therefore covered by the prevailing wage law, RCW 39.12. Items marked with an X in the "YES" column should be considered to be non-standard and therefore covered by RCW 39.12. Items marked with an X in the "NO" column should be considered to be standard and therefore not covered. Of course, exceptions to this general list may occur, and in that case shall be evaluated according to the criteria described in State and L&I's policy statement.

ITEM DESCRIPTION	YES	NO
1. Metal rectangular frames, solid metal covers, herringbone grates, and bi-directional vaned grates for Catch Basin Types 1, 1L, 1P, and 2 and Concrete Inlets. See Std. Plans		X
2. Metal circular frames (rings) and covers, circular grates, and prefabricated ladders for Manhole Types 1, 2, and 3, Drywell Types 1, 2, and 3 and Catch Basin Type 2. See Std. Plans		X
3. Prefabricated steel grate supports and welded grates, metal frames and dual vaned grates, and Type 1, 2, and 3 structural tubing grates for Drop Inlets. See Std. Plans.		X
4. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes smaller than 60 inch diameter.		X
5. Concrete Pipe - Plain Concrete pipe and reinforced concrete pipe Class 2 to 5 sizes larger than 60 inch diameter.		X
6. Corrugated Steel Pipe - Steel lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, 1 thru 5.		X
7. Corrugated Aluminum Pipe - Aluminum lock seam corrugated pipe for culverts and storm sewers, sizes 30 inch to 120 inches in diameter. May also be treated, #5.		X

ITEM DESCRIPTION	YES	NO
8. Anchor Bolts & Nuts - Anchor Bolts and Nuts, for mounting sign structures, luminaries and other items, shall be made from commercial bolt stock. See Contract Plans and Std. Plans for size and material type.		X
9. Aluminum Pedestrian Handrail - Pedestrian handrail conforming to the type and material specifications set forth in the contract plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).	X	
10. Major Structural Steel Fabrication - Fabrication of major steel items such as trusses, beams, girders, etc., for bridges.	X	
11. Minor Structural Steel Fabrication - Fabrication of minor steel Items such as special hangers, brackets, access doors for structures, access ladders for irrigation boxes, bridge expansion joint systems, etc., involving welding, cutting, punching and/or boring of holes. See Contact Plans for item description and shop drawings.	X	
12. Aluminum Bridge Railing Type BP - Metal bridge railing conforming to the type and material specifications set forth in the Contract Plans. Welding of aluminum shall be in accordance with Section 9-28.14(3).		X
13. Concrete Piling--Precast-Prestressed concrete piling for use as 55 and 70 ton concrete piling. Concrete to conform to Section 9-19.1 of Std. Spec..	X	
14. Precast Manhole Types 1, 2, and 3 with cones, adjustment sections and flat top slabs. See Std. Plans.		X
15. Precast Drywell Types 1, 2, and with cones and adjustment Sections. See Std. Plans.		X
16. Precast Catch Basin - Catch Basin type 1, 1L, 1P, and 2 With adjustment sections. See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
17. Precast Concrete Inlet - with adjustment sections, See Std. Plans		X
18. Precast Drop Inlet Type 1 and 2 with metal grate supports. See Std. Plans.		X
19. Precast Grate Inlet Type 2 with extension and top units. See Std. Plans		X
20. Metal frames, vaned grates, and hoods for Combination Inlets. See Std. Plans		X
21. Precast Concrete Utility Vaults - Precast Concrete utility vaults of various sizes. Used for in ground storage of utility facilities and controls. See Contract Plans for size and construction requirements. Shop drawings are to be provided for approval prior to casting		X
22. Vault Risers - For use with Valve Vaults and Utilities X Vaults.		X
23. Valve Vault - For use with underground utilities. See Contract Plans for details.		X
24. Precast Concrete Barrier - Precast Concrete Barrier for use as new barrier or may also be used as Temporary Concrete Barrier. Only new state approved barrier may be used as permanent barrier.		X
25. Reinforced Earth Wall Panels – Reinforced Earth Wall Panels in size and shape as shown in the Plans. Fabrication plant has annual approval for methods and materials to be used. See Shop Drawing. Fabrication at other locations may be approved, after facilities inspection, contact HQ. Lab.	X	
26. Precast Concrete Walls - Precast Concrete Walls - tilt-up wall panel in size and shape as shown in Plans. Fabrication plant has annual approval for methods and materials to be used	X	

ITEM DESCRIPTION	YES	NO
27. Precast Railroad Crossings - Concrete Crossing Structure Slabs.	X	
28. 12, 18 and 26 inch Standard Precast Prestressed Girder – Standard Precast Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
29. Prestressed Concrete Girder Series 4-14 - Prestressed Concrete Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
30. Prestressed Tri-Beam Girder - Prestressed Tri-Beam Girders for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
31. Prestressed Precast Hollow-Core Slab – Precast Prestressed Hollow-core slab for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A.	X	
32. Prestressed-Bulb Tee Girder - Bulb Tee Prestressed Girder for use in structures. Fabricator plant has annual approval of methods and materials to be used. Shop Drawing to be provided for approval prior to casting girders. See Std. Spec. Section 6-02.3(25)A	X	
33. Monument Case and Cover See Std. Plan.		X

ITEM DESCRIPTION	YES	NO
34. Cantilever Sign Structure - Cantilever Sign Structure fabricated from steel tubing meeting AASHTO-M-183. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
35. Mono-tube Sign Structures - Mono-tube Sign Bridge fabricated to details shown in the Plans. Shop drawings for approval are required prior to fabrication.	X	
36. Steel Sign Bridges - Steel Sign Bridges fabricated from steel tubing meeting AASHTO-M-138 for Aluminum Alloys. See Std. Plans, and Contract Plans for details. The steel structure shall be galvanized after fabrication in accordance with AASHTO-M-111.	X	
37. Steel Sign Post - Fabricated Steel Sign Posts as detailed in Std Plans. Shop drawings for approval are to be provided prior to fabrication		X
38. Light Standard-Prestressed - Spun, prestressed, hollow concrete poles.	X	
39. Light Standards - Lighting Standards for use on highway illumination systems, poles to be fabricated to conform with methods and materials as specified on Std. Plans. See Special Provisions for pre-approved drawings.	X	
40. Traffic Signal Standards - Traffic Signal Standards for use on highway and/or street signal systems. Standards to be fabricated to conform with methods and material as specified on Std. Plans. See Special Provisions for pre-approved drawings	X	
41. Precast Concrete Sloped Mountable Curb (Single and DualFaced) See Std. Plans.		X

ITEM DESCRIPTION	YES	NO
42. Traffic Signs - Prior to approval of a Fabricator of Traffic Signs, the sources of the following materials must be submitted and approved for reflective sheeting, legend material, and aluminum sheeting. NOTE: *** Fabrication inspection required. Only signs tagged "Fabrication Approved" by WSDOT Sign Fabrication Inspector to be installed	X	X
	Custom Message	Std Signing Message
43. Cutting & bending reinforcing steel		X
44. Guardrail components	X	X
	Custom End Sec	Standard Sec
45. Aggregates/Concrete mixes	Covered by WAC 296-127-018	
46. Asphalt	Covered by WAC 296-127-018	
47. Fiber fabrics		X
48. Electrical wiring/components		X
49. treated or untreated timber pile		X
50. Girder pads (elastomeric bearing)	X	
51. Standard Dimension lumber		X
52. Irrigation components		X

ITEM DESCRIPTION	YES	NO
53. Fencing materials		X
54. Guide Posts		X
55. Traffic Buttons		X
56. Epoxy		X
57. Cribbing		X
58. Water distribution materials		X
59. Steel "H" piles		X
60. Steel pipe for concrete pile casings		X
61. Steel pile tips, standard		X
62. Steel pile tips, custom	X	

Prefabricated items specifically produced for public works projects that are prefabricated in a county other than the county wherein the public works project is to be completed, the wage for the offsite prefabrication shall be the applicable prevailing wage for the county in which the actual prefabrication takes place.

It is the manufacturer of the prefabricated product to verify that the correct county wage rates are applied to work they perform.

See RCW [39.12.010](#)

(The definition of "locality" in RCW [39.12.010](#)(2) contains the phrase "wherein the physical work is being performed." The department interprets this phrase to mean the actual work site.

WSDOT's List of State Occupations not applicable to Heavy and Highway Construction Projects

This project is subject to the state hourly minimum rates for wages and fringe benefits in the contract provisions, as provided by the state Department of Labor and Industries.

The following list of occupations, is comprised of those occupations that are not normally used in the construction of heavy and highway projects.

When considering job classifications for use and / or payment when bidding on, or building heavy and highway construction projects for, or administered by WSDOT, these Occupations will be excepted from the included "Washington State Prevailing Wage Rates For Public Work Contracts" documents.

- Building Service Employees
- Electrical Fixture Maintenance Workers
- Electricians - Motor Shop
- Heating Equipment Mechanics
- Industrial Engine and Machine Mechanics
- Industrial Power Vacuum Cleaners
- Inspection, Cleaning, Sealing of Water Systems by Remote Control
- Laborers - Underground Sewer & Water
- Machinists (Hydroelectric Site Work)
- Modular Buildings
- Playground & Park Equipment Installers
- Power Equipment Operators - Underground Sewer & Water
- Residential *** ALL ASSOCIATED RATES ***
- Sign Makers and Installers (Non-Electrical)
- Sign Makers and Installers (Electrical)
- Stage Rigging Mechanics (Non Structural)

The following occupations may be used only as outlined in the preceding text concerning "WSDOT's list for Suppliers - Manufacturers - Fabricators"

- Fabricated Precast Concrete Products
- Metal Fabrication (In Shop)

Definitions for the Scope of Work for prevailing wages may be found at the Washington State Department of Labor and Industries web site and in WAC Chapter 296-127.

Washington State Department of Labor and Industries
Policy Statements
(Regarding Production and Delivery of Gravel, Concrete, Asphalt, etc.)

WAC 296-127-018 Agency filings affecting this section

Coverage and exemptions of workers involved in the production and delivery of gravel, concrete, asphalt, or similar materials.

(1) The materials covered under this section include but are not limited to: Sand, gravel, crushed rock, concrete, asphalt, or other similar materials.

(2) All workers, regardless of by whom employed, are subject to the provisions of chapter 39.12 RCW when they perform any or all of the following functions:

(a) They deliver or discharge any of the above-listed materials to a public works project site:

(i) At one or more point(s) directly upon the location where the material will be incorporated into the project; or

(ii) At multiple points at the project; or

(iii) Adjacent to the location and coordinated with the incorporation of those materials.

(b) They wait at or near a public works project site to perform any tasks subject to this section of the rule.

(c) They remove any materials from a public works construction site pursuant to contract requirements or specifications (e.g., excavated materials, materials from demolished structures, clean-up materials, etc.).

(d) They work in a materials production facility (e.g., batch plant, borrow pit, rock quarry, etc.) which is established for a public works project for the specific, but not necessarily exclusive, purpose of supplying materials for the project.

(e) They deliver concrete to a public works site regardless of the method of incorporation.

(f) They assist or participate in the incorporation of any materials into the public works project.

(3) All travel time that relates to the work covered under subsection (2) of this section requires the payment of prevailing wages. Travel time includes time spent waiting to load, loading, transporting, waiting to unload, and delivering materials. Travel time would include all time spent in travel in support of a public works project whether the vehicle is empty or full. For example, travel time spent returning to a supply source to obtain another load of material for use on a public works site or returning to the public works site to obtain another load of excavated material is time spent in travel that is subject to prevailing wage. Travel to a supply source, including travel from a public works site, to obtain materials for use on a private project would not be travel subject to the prevailing wage.

(4) Workers are not subject to the provisions of chapter 39.12 RCW when they deliver materials to a stockpile.

(a) A "stockpile" is defined as materials delivered to a pile located away from the site of incorporation such that the stockpiled materials must be physically moved from the stockpile and transported to another location on the project site in order to be incorporated into the project.

(b) A stockpile does not include any of the functions described in subsection (2)(a) through (f) of this section; nor does a stockpile include materials delivered or distributed to multiple locations upon the project site; nor does a stockpile include materials dumped at the place of incorporation, or adjacent to the location and coordinated with the incorporation.

(5) The applicable prevailing wage rate shall be determined by the locality in which the work is performed. Workers subject to subsection (2)(d) of this section, who produce such materials at an off-site facility shall be paid the applicable prevailing wage rates for the county in which the off-site facility is located. Workers subject to subsection (2) of this section, who deliver such materials to a public works project site shall be paid the applicable prevailing wage rates for the county in which the public works project is located.

[Statutory Authority: Chapter 39.12 RCW, RCW 43.22.051 and 43.22.270. 08-24-101, § 296-127-018, filed 12/2/08, effective 1/2/09. Statutory Authority: Chapters 39.04 and 39.12 RCW and RCW 43.22.270. 92-01-104 and 92-08-101, § 296-127-018, filed 12/18/91 and 4/1/92, effective 8/31/92.]